CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING AGENDA

The City of Oakdale recognizes and supports the Choose Civility program, an initiative of the Stanislaus County Office of Education.

City Council Chambers
277 North Second Avenue
Oakdale, CA 95361

Monday, November 16, 2020 | **7:00 PM** | **City Council Chambers**

NOTICE

THIS MEETING WILL BE HELD IN ACCORDANCE WITH EXECUTIVE ORDER N-29-20, ISSUED BY CALIFORNIA GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AND THE FEDERAL AMERICANS WITH DISABILITIES ACT.

THIS MEETING WILL BE HELD VIA TELECONFERENCE AND WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC. ALL MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING VIA TELECONFERENCING AT https://us02web.zoom.us/j/88913486317 AND VIA TELECONFERENCE BY CALLING (888)788-0099, MEETING ID: 88913486317 AND WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT. THIS MEETING WILL BE TELEVISED ON COMCAST CHANNEL 7 AND AVAILABLE FOR PUBLIC VIEWING ON LIVESTREAM https://livestream.com/cityofoakdale.

Welcome to your City of Oakdale City Council regular meeting.

Your City Council are:

Mayor J.R. McCarty
Mayor Pro Tem Richard Murdoch
Council Member Cherilyn Bairos
Council Member Ericka Chiara
Council Member Christopher Smith

Note: California law prohibits the City Council from taking action on any matter that is not on the posted agenda unless it is determined to be an emergency by the Council. All items will be referred to staff for follow-up and placed on a future agenda.

1. Call to Order – 7:00 p.m.

2. City Council Members Present/Absent

3. Pledge of Allegiance

4. Invocation Provided by Pastor Bill Kenoyer of Redeemer Oakdale.

5. Presentations/Acknowledgements

5.1: Certificate of Recognition to HN Ana Reynoso for Receiving the Blue Jacket of the Year Award from the U.S. Navy.

6. Additions/Deletions

CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING AGENDA
Monday, November 16, 2020

Next City Council Resolution: 2020-134 **Next Ordinance: 1275**

7. Public Comments

Pursuant to Government Code section 54954.3, the City Council may adopt reasonable regulations to ensure that the business on the agenda can be conducted, therefore all members of the public will be given 3 minutes for their public comments. Individuals may not defer their time to another person. A maximum of 30 minutes will be allotted for general public comment. For agenda items, a maximum of 30 minutes will be allotted for public comment on each specific agenda item. Additionally, public comment will be accepted via email at publiccomment@oakdalegov.com until 5:00 p.m. on November 16, 2020. If commenting on a specific agenda item via email, please include the agenda item number in the subject line (example: Agenda Item 11.1). A copy of each timely submitted e-mail will be provided to the City Council prior to the start of the meeting and will be made a part of the public record of the meeting but will not be read aloud during the meeting. All timely submitted emails shall also be made available on the City's website within 24 hours of the adjournment of the meeting to ensure public access to public comments. California law prohibits the City Council from taking action on any item not appearing on the posted agenda except that Council may refer the matter to staff for follow-up or request it be placed on a future agenda.

8. Appointment to Boards, Commissions, Committees

9. City Council Consent Agenda

The consent agenda is comprised of Items 9.1 through 9.10. Unless there is discussion by a member of the audience/Council they may be approved in one motion.

9.1: Approve the Regular City Council Meeting Minutes of November 2, 2020.

9.2: Receive and File the Warrant List for the Period October 24, 2020 through November 9, 2020.

9.3: By Motion, Waive all Readings of Ordinances and Resolutions, except by Title.

9.4: Adopt Resolution 2020-___, a Resolution of the City Council of the City of Oakdale Adopting by Reference FPPC Title 2, Division 6, California Administrative Code Sections 18730 and 18730.1, an Update to the City of Oakdale Conflict of Interest Code.

9.5: Approve by Minute Order, City Co-Sponsored Event Application from the ASTRO Foundation for the Downtown Old-Fashioned Christmas Market Event to be held December 5, 2020.

9.6: Approve by Minute Order, City Co-Sponsored Event Application from the FFA Boosters Festival of Trees Event to be held starting November 30, 2020.

9.7: Approve by Minute Order, City Co-Sponsored Event Application from the Oakdale Enrichment Society for the Christmas Drive-Thru Event to be held December 5, 2020.

9.8: Rejection by Minute Order, Claim for Damages Submitted by Francisco Nunez.

9.9: Accept by Minute Order, the Removal of One (1) Oak Tree Located at 1040 East D Street.

9.10: Accept by Minute Order, the Removal of One (1) Deodar Cedar Tree Located at 1001 West F Street.

10. Public Hearings

None Scheduled.

11. Staff Reports

11.1: Consider a Resolution Authorizing the Execution and Delivery of an Equipment Lease Purchase Agreement, Escrow Agreement and Third-Party Custodian Agreement with respect to the Acquisition, Purchase, Financing and Leasing of Certain Energy Efficiency Equipment in an Amount Not to Exceed $3,300,000; and Authorizing the Taking of Other Actions, and the Delivery of Other Documents, Related Thereto.

Recommended Action: Adopt Resolution 2020-___, a Resolution of the City Council of the City of Oakdale Authorizing the Execution and Delivery of an Equipment Lease Purchase Agreement, Escrow Agreement and Third-Party Custodian Agreement with respect to the Acquisition, Purchase, Financing and Leasing of Certain Energy Efficiency Equipment in an Amount Not to Exceed $3,300,000; and Authorizing the Taking of Other Actions, and the Delivery of Other Documents, Related Thereto.

11.2: Review and Approve a Resolution Approving the Energy Conservation Assistance Act Loan Agreement for a $3,000,000 Loan at 1% Interest Rate with the California Energy Resources Conservation and Development Commission.

Recommended Action: Adopt Resolution 2020-___, a Resolution of the City Council of the City of Oakdale Approving the Energy Conservation Assistance Act Loan Agreement for a $3,000,000 Loan at 1% Interest Rate with the California Energy Resources Conservation and Development Commission.

11.3: Consider a Resolution Authorizing the City Manager to Reject Construction Bids for the Well 4 Rehabilitation Project CP 1812.

Recommended Action: Adopt Resolution 2020-___, a Resolution of the City Council of the City of Oakdale Authorizing the City Manager to Reject Construction Bids for the Well 4 Rehabilitation Project CP 1812.

11.4: Discuss and Provide Direction to Staff Regarding Assembly Bill 571, Establishing Contribution Limits for Candidates for City Office.

Recommended Action: Provide Direction to Staff Regarding Assembly Bill 571, Establishing Contribution Limits for Candidates for City Office.

11.5: Review and Approve by Minute Order, the Purchase of the Everbridge Mass Notification System and Authorize the Chief of Police to Sign the Quote.

Recommended Action: Approve by Minute Order, the Purchase of the Everbridge Mass Notification System and Authorize the Chief of Police to Sign the Quote.

12. City Manager's Report

12.1: November 2020 Department Reports.

12.2: Update on COVID-19 Response in Oakdale (Verbal Report).

13. City Council Items

14. Adjournment

The next regular meeting of the Oakdale City Council will be held Monday, December 7, 2020 at 7:00 p.m. in the City Council Chamber.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Hall, 209-845-3571. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28CFR 35.102-35.104 ADA Title II).

Any documents produced by the City and distributed to a majority of the City Council regarding any item on this agenda will be made available in the City Clerk's office at City Hall located at 280 North Third Avenue, Oakdale, California.

DECLARATION OF POSTING

I, Julie Christel, Council Services and Legislative Records Manager/Deputy City Clerk for the City of Oakdale, certify that I caused to be posted a copy of the City of Oakdale City Council Agenda for the Regular Meeting of Monday, November 16, 2020, at the City Council Chambers, 277 North Second Avenue, Oakdale, CA, 95361 on Thursday, November 12, 2020.

Dated: November 12, 2020.

/s/ Julie Christel
Julie Christel
Council Services and Legislative Records Manager
Deputy City Clerk

AGENDA ITEM 5.1:

CITY OF OAKDALE

Certificate of Recognition

PRESENTED TO

Anaiste R. Reynoso

IN RECOGNITION OF

Receiving the Blue Jacket of the Year Award from the United States Navy. Congratulations on this most outstanding achievement.

Presented on this 16th day of November, 2020

J.R. McCarty, Mayor

CITY OF OAKDALE
CITY COUNCIL
SPECIAL MEETING MINUTES

The City of Oakdale recognizes and supports the Choose Civility program, an initiative of the Stanislaus County Office of Education.

City Council Chambers
277 North Second Avenue
Oakdale, CA 95361

Monday, November 2, 2020 | **5:00 PM** | **City Council Chambers**

1. CALL TO ORDER:

Mayor McCarty called the special meeting to order at 5:30 p.m.

Council Services Manager Christel conducted roll call with Council Member Smith, Council Member Bairos, Council Member Chiara, and Mayor McCarty responding they were present.

2. COUNCIL/AGENCY MEMBERS PRESENT/ABSENT:

Present:	Mayor McCarty Council Member Bairos Council Member Smith Council Member Chiara
Staff Present:	City Manager Whitemyer City Attorney Hallinan Finance Director Avila Chief of Police Heller Council Services Manager Christel City Clerk Roberts
Absent:	Mayor Pro Tem Murdoch

City Manager Whitemyer read aloud the official notice of the meeting:

This meeting will be held in accordance with Executive Order N-29-20, issued by California Governor Gavin Newsom on March 17, 2020, the Ralph M. Brown Act (California Government Code Section 54950, et seq.), and the Federal Americans with Disabilities Act.

This meeting will be held via teleconference and will not be physically open to the public. All members of the public may participate in the meeting via teleconferencing at https://us02web.zoom.us/j/89389443758 and via teleconference by calling (888)788-0099, meeting ID: 89389443758 and will be given the opportunity to provide public comment. He also provided viewing and participation instructions during Public Comment.

3. PUBLIC COMMENTS

City Manager Whitemyer provided instructions on how to participate in public comment via teleconferencing, calling in or via email.

Mayor McCarty opened public comment at 5:31 p.m.

Mike Warda commented on the City's design review process.

With no further comments, Mayor McCarty closed public comment at 5:36 p.m.

4. REPORT OUT OF CLOSED SESSION

4.1: CONFERENCE WITH LEGAL COUNSEL – Pending Litigation
Operating Engineers, Local No. 3 and the City of Oakdale, PERB Case No. SA-CE1071-M
Number of Cases: 1
(Pursuant to Government Code Section 54956.9(4), Subsection b)

Mayor McCarty stated that City Council provided direction to staff regarding this item.

4.2: CONFERENCE WITH LEGAL COUNSEL – Existing Litigation
Murdoch v. City of Oakdale; Michael Noordeweir, Case Number CV-20-002861
Number of Cases: 1
(Pursuant to Government Code Section 54956.9(4), Subsection b)

Mayor McCarty stated there was no reportable action taken for this item.

6. ADJOURNMENT

There being no further business, Mayor McCarty adjourned the meeting at 6:30 p.m.

ATTEST:

Julie Christel
Council Services and Legislative
Records Manager

APPROVED:

J.R. McCarty
Mayor

CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING MINUTES

choose civility

The City of Oakdale recognizes and supports the Choose Civility program, an initiative of the Stanislaus County Office of Education.

City Council Chambers
277 North Second Avenue
Oakdale, CA 95361

Monday, November 3, 2020 **7:00 PM** **City Council Chambers**

1. CALL TO ORDER:

Mayor McCarty called the meeting to order at 7:00 p.m.

Council Services Manager Christel conducted roll call with Council Member Bairos, Council Member Smith, Council Member Chiara, Council Member Murdoch and Mayor McCarty responding they were present.

2. COUNCIL/AGENCY MEMBERS PRESENT/ABSENT:

Present:
Mayor McCarty
Mayor Pro Tem Murdoch
Council Member Bairos
Council Member Smith
Council Member Chiara

Staff Present:
City Manager Whitemyer
City Attorney Hallinan
Police Chief Heller
Finance Director Avila
Public Services Director Gravel
Council Services Manager Christel
City Clerk Roberts
Assistant to the City Manager Mondragon
Maintenance Worker Supervisor Avila

Absent: None

3. PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor McCarty asked everyone to stand for the pledge of allegiance. Once done, Mayor McCarty asked everyone to continue standing for the invocation.

4. INVOCATION

Pastor Ryan Poling of The River Christian Community provided the invocation.

After the invocation, City Manager Whitemyer read aloud the official notice of the meeting:

This meeting will be held in accordance with Executive Order N-29-20, issued by California Governor Gavin Newsom on March 17, 2020, the Ralph M. Brown Act (California Government Code Section 54950, et seq.), and the Federal Americans with Disabilities Act.

This meeting will be held via teleconference and will not be physically open to the public.

All members of the public may participate in the meeting via teleconferencing at the following address: https://us02web.zoom.us/j/89389443758 and via teleconference by calling (888)788-0099, meeting ID: 89389443758 and will be given the opportunity to provide public comment. This meeting will be televised on Comcast channel 7 and available for public viewing on Oakdale's Livestream channel, https://livestream.com/cityofoakdale. He also provided viewing and participation instructions during Public Comment.

5. PRESENTATION AND ACKNOWLEDGEMENTS

None

6. ADDITIONS/DELETIONS

Mayor McCarty asked whether there were any additions or deletions to the City Council agenda. City Manager Whitemyer advised that Item Number 9.6 on the Consent Agenda was pulled.

7. PUBLIC COMMENTS

City Manager Whitemyer provided instructions on how to participate in public comment via teleconferencing, calling in or via email.

Mayor McCarty opened public comment at 7:05 p.m.

Marco Camacho thanked Council Member Murdoch and Council Member Chiara for their service serving on the City Council and reminded everyone to get out and vote.

With no further public comments, Mayor McCarty closed public comment at 7:07 p.m.

8. APPOINTMENT TO BOARDS AND COMMISSIONS

None

9. CITY COUNCIL CONSENT AGENDA

Mayor McCarty asked are there any questions or requests to remove items from the Consent Agenda. No questions or requests to remove other items from the Consent Agenda were requested.

The consent agenda is comprised of Items 9.1 through 9.7. Unless there is discussion by a member of the audience/Council they may be approved in one motion.

9.1: Approve the Regular City Council Meeting Minutes of October 19, 2020.

9.2: Receive and File the Warrant List for the Period October 10, 2020 through October 23, 2020.

9.3: By Motion, Waive all Readings of Ordinances and Resolutions, except by Title.

9.4: By Motion, Authorize Closure of City Hall and Public Services Corporation Yard Office on Thursday, December 24, 2020 and Thursday, December 31, 2020.

9.5: By Motion, Authorize the Cancellation of the January 4, 2021 City Council Meeting.

~~9.6: By Motion, Approve a Co-Sponsored Special Event Application from the Infinite Athletics for a Veteran's Day BBQ Drive Thru event to be held at Fish Park on Wednesday, November 11, 2020.~~

9.7: Adopt Resolution 2020-129, a Resolution of the City Council of the City of Oakdale Accepting the ICON at Greenwave Subdivision Public Improvements and Authorizing the Filing of a Notice of Completion.

MOTION

To approve the City of Oakdale City Council Consent Agenda Items 9.1 through 9.5 and 9.7 for November 2, 2020.

Moved by Council Member Smith and seconded by Council Member Chiara and PASSED AND ADOPTED this 2nd day of November, 2020, by the following vote:

AYES:	COUNCIL MEMBERS: Smith, Chiara, Bairos, Murdoch, McCarty	(5)
NOES:	COUNCIL MEMBERS: None	(0)
ABSENT:	COUNCIL MEMBERS: None	(0)
ABSTAINED:	COUNCIL MEMBERS: None	(0)

Motion carried 5/0 by City Council roll call vote.

10. PUBLIC HEARINGS

None

11. STAFF REPORTS

11.1: Review and Approve a Resolution of the City Council of the City of Oakdale Approving the First Amendment to CARES Act Coronavirus Relief Fund (CRF) Subrecipient Agreement and Authorize the City Manager to Execute Amendment.

City Manager Whitemyer provided a staff report and PowerPoint Presentation regarding the First Amendment to CARES Act Coronavirus Relief Fund (CRF) Subrecipient Agreement. He discussed the purpose of the amendment and the additional CARES Act funding the City will receive once the agreement is executed. City Manager Whitemyer concluded his presentation requesting City Council approve a Resolution approving the First Amendment to CARES Act Coronavirus Relief Fund (CRF) Subrecipient Agreement and authorize the City Manager to execute amendment.

Staff responded to questions from City Council.

Mayor McCarty opened this item to public comment.

With no public comment for this item, Mayor McCarty requested a motion be made for this item.

MOTION

Adopt Resolution 2020-130, a Resolution of the City Council of the City of Oakdale Approving the First Amendment to CARES Act Coronavirus Relief Fund (CRF) Subrecipient Agreement and Authorize the City Manager to Execute Amendment.

Moved by Council Member Smith and seconded by Council Member Bairos and PASSED AND ADOPTED this 2nd day of November, 2020, by the following vote:

AYES:	COUNCIL MEMBERS: Smith, Bairos, Chiara, Murdoch, McCarty	(5)
NOES:	COUNCIL MEMBERS: None	(0)
ABSENT:	COUNCIL MEMBERS: None	(0)
ABSTAINED:	COUNCIL MEMBERS: None	(0)

Motion carried 5/0 by City Council roll call vote.

11.2: Review and Approve a Resolution of the City Council of the City of Oakdale Amending the Oakdale CARES Act Expenditure Plan to Add $200,000 to the Oakdale Business Relief Grant Program and $83,981 For Other COVID-19 Related Expenditures and Approving the Award of Oakdale Business Relief Grants.

Council Member Chiara recused herself from this item. City Clerk Roberts removed her from the meeting and placed her in the waiting room.

City Manager Whitemyer provided a staff report and PowerPoint Presentation requesting an amendment to the Oakdale CARES Act Expenditure Plan. He discussed the purpose and details of the amendment as well as provided information regarding the awarding of the Oakdale Business Relief Grants. There were a total of 78 local businesses that applied for the grant. City Manager Whitemyer concluded his report requesting City Council adopt a Resolution Amending the Oakdale CARES Act Expenditure Plan to add $200,000 to the Oakdale Business Relief Grant Program and $83,981 for other COVID-19 related expenditures and approving the award of Oakdale Business Relief Grants.

Staff responded to questions from City Council.

Mayor McCarty opened this item to public comment.

With no public comment, Mayor McCarty requested a motion be made for this item.

MOTION

Adopt Resolution 2020-131, a Resolution of the City Council of the City of Oakdale Amending the Oakdale CARES Act Expenditure Plan to Add $200,000 to the Oakdale Business Relief Grant Program and $83,981 For Other COVID-19 Related Expenditures and Approving the Award of Oakdale Business Relief Grants.

Moved by Council Member Smith and seconded by Council Member Bairos and PASSED AND ADOPTED this 2nd day of November, 2020, by the following vote:

AYES: COUNCIL MEMBERS:	Smith, Bairos, Murdoch, McCarty	(4)
NOES:	COUNCIL MEMBERS: None	(0)
ABSENT:	COUNCIL MEMBERS: None	(0)
ABSTAINED:	COUNCIL MEMBERS: Chiara	(0)

Motion carried 4/0 by City Council roll call vote.

After the roll call vote, City Clerk Roberts moved Council Member Chiara back into the meeting.

11.3 Consider a Resolution Authorizing the City Manager to Execute an Amended Joint Powers Agreement (JPA) between the City of Oakdale and Stanislaus County for the South Oakdale Industrial Plan.

City Manager Whitemyer provided a staff report and PowerPoint Presentation regarding an Amended Joint Powers Agreement (JPA) between the City of Oakdale and Stanislaus County for the South Oakdale Industrial Plan. He discussed the purpose for the amendment and fiscal impact of the amendment. He concluded his presentation requesting the City Council adopt a Resolution authorizing the City Manager to execute an Amended Joint Powers Agreement (JPA) between the City of Oakdale and Stanislaus County for the South Oakdale Industrial Plan.

Staff responded to questions from City Council.

Mayor McCarty opened this item to public comment.

Fred Smith thanked staff for their work on this item.

With no further public comment for this item, Mayor McCarty requested a motion be made on this item.

MOTION

Adopt Resolution 2020-132, a Resolution of the City Council of the City of Oakdale Authorizing the City Manager to Execute an Amended Joint Powers Agreement (JPA) between the City of Oakdale and Stanislaus County for the South Oakdale Industrial Plan.

Moved by Council Member Smith and seconded by Council Member Chiara and PASSED AND ADOPTED this 2nd day of November, 2020, by the following vote:

AYES: COUNCIL MEMBERS:	Smith, Chiara, Murdoch, Bairos, McCarty	(5)
NOES:	COUNCIL MEMBERS: None	(0)
ABSENT:	COUNCIL MEMBERS: None	(0)
ABSTAINED:	COUNCIL MEMBERS: None	(0)

Motion carried 5/0 by City Council roll call vote.

11.4 Review and Approve by Minute Order, a Response from Police Chief Scott Heller Regarding the Stanislaus County Civil Grand Jury Final Report for Case Number 20-19GJ.

Chief Heller provided the City Council with an overview of the purpose and findings of the Stanislaus County Civil Grand Jury Final Report for Case Number 20-19GJ. He concluded his report requesting the City Council review and approve by Minute Order, a response from Police Chief Scott Heller regarding the Stanislaus County Civil Grand Jury Final Report for Case Number 20-19GJ.

Staff responded to questions from City Council.

Mayor McCarty opened this item to public comment.

With no public comment, Mayor McCarty asked for a motion to be made on this item.

MOTION

Approve by Minute Order, a Response from Police Chief Scott Heller regarding the Stanislaus County Civil Grand Jury Final Report for Case Number 20-19GJ.

Moved by Council Member Chiara and seconded by Council Member Smith and PASSED AND ADOPTED this 2nd day of November, 2020, by the following vote:

AYES:	COUNCIL MEMBERS: Chiara, Smith, Murdoch, Bairos, McCarty	(5)
NOES:	COUNCIL MEMBERS: None	(0)
ABSENT:	COUNCIL MEMBERS: None	(0)
ABSTAINED:	COUNCIL MEMBERS: None	(0)

Motion carried 5/0 by City Council roll call vote.

11.5: Consider a Resolution Authorizing the Purchase of One eXmark 30" Aerator Stand-on from Westurf Nursery in the Amount of $ 9,233.02 from Fund 110 Parks Maintenance and Fund 565 – Landscaping and Lighting Maintenance District LLMD Landscape Maintenance Fund.

Public Services Director Gravel provided a brief introduction and then turned the report over to Maintenance Worker Supervisor Avila who provided the staff report requesting the purchase of an stand-on aerator. He discussed purpose for the request and how the vendor, eXmark was selected. He concluded his report requesting the City Council adopt a Resolution authorizing the purchase of one eXmark 30" Aerator Stand-on from Westurf Nursery in the amount of $ 9,233.02 from Fund 110 Parks Maintenance and Fund 565 – Landscaping and Lighting Maintenance District LLMD Fund.

Staff responded to questions from City Council.

Mayor McCarty opened the item for Public Comment and with no public comment received, Mayor McCarty asked a motion be made for this item.

MOTION

Adopt Resolution 2020-133, a Resolution of the City Council of the City of Oakdale Authorizing the Purchase of One eXmark 30" Aerator Stand-on from Westurf Nursery in the Amount of $ 9,233.02 from Fund 110 Parks Maintenance and Fund 565 – Landscaping and Lighting Maintenance District LLMD Landscape Maintenance Fund.

Moved by Council Member Murdoch and seconded by Council Member Smith and PASSED AND ADOPTED this 2nd day of November, 2020, by the following vote:

AYES:	COUNCIL MEMBERS: Murdoch, Smith, Chiara, Bairos, McCarty	(5)
NOES:	COUNCIL MEMBERS: None	(0)
ABSENT:	COUNCIL MEMBERS: None	(0)
ABSTAINED:	COUNCIL MEMBERS: None	(0)

Motion carried 5/0 by City Council roll call vote.

12. CITY MANAGERS REPORT

12.1: Update on COVID-19 Response in Oakdale.

City Manager Whitemyer provided an update on the COVID-19 response in Oakdale and where the county currently stands on the reopening color chart. He discussed the awarding of the Small Business Relief Grants and provided a timeline of when the businesses will be notified.

13. CITY COUNCIL ITEMS

Mayor McCarty asked if any Council Members had anything they would like to share:

Council Member Bairos thanked Council Member Smith, Council Member Chiara and the Boy Scouts for their assistance at the F.E.S. Fish Dinner. She discussed the Veteran's Drive Thru BBQ event at Infinite Athletics on Wednesday, November 11th and thanked all the vendors and businesses who supported this event. She also reminded everyone to get out and VOTE tomorrow!

Council Member Smith commended City staff for the time and effort put in to processing and reviewing the applications and in the decision making process of awarding of funds for the Small Business Relief Grant Program.

Council Member Chiara announced that at the next Planning Commission meeting, the Commission would be discussing information on possible street renovations on Third Avenue so anyone interested may want to attend.

Mayor McCarty expressed his appreciation for City staff for the work they do and announced that Pacific Project Heroes is holding a free breakfast for veterans on Wednesday, November 11th at the H Bar B parking lot starting at 7:00 a.m.

Trisha Brown from the Chamber of Commerce announced the following upcoming ribbon cuttings for new businesses:

Friday, November 6th at 11:00 a.m. - V.I.P. Nutrition

Friday, November 13th at 10:00 a.m. - Joan's Candle

Tuesday, November 17, at 9:00am - Welcoming new owners of the Oakdale Bike Shop

14. ADJOURNMENT

There being no further business, Mayor McCarty adjourned the meeting at 8:56 p.m.

ATTEST:

Julie Christel
Council Services and Legislative
Records Manager

APPROVED:

J.R. McCarty
Mayor

AGENDA ITEM 9.2:

WARRANT LIST

City of Oakdale, CA

By Vendor Name

Payment Dates 10/24/2020 - 11/9/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
Vendor: 5555555 - *						
11/09/2020	YATES, JANEEN 11/9/20	YATESM JANEEN	146921	110-2110-416002	TUITION REIMBURSEMENT	74.5
					Vendor 5555555 - * Total:	**74.5**
Vendor: 9999999 - *						
10/30/2020	TESORO HOMES	TESORO HOMES	146919	360-1910-371450	D STREET REIMBURSEMENT A	405403.75
					Vendor 9999999 - * Total:	**405403.75**
Vendor: 727 - A SIMPLE SOLUTION						
11/01/2020	300954	A SIMPLE SOLUTION	146922	622-4152-425003	AFTER HOURS SERVICE	66.41
11/01/2020	300954	A SIMPLE SOLUTION	146922	645-4160-425003	AFTER HOURS SERVICE	66.42
					Vendor 727 - A SIMPLE SOLUTION Total:	**132.83**
Vendor: 504 - ABS DIRECT, INC.						
10/27/2020	124924	ABS DIRECT, INC.	146923	622-4153-425003	LATE NOTICES	254.64
10/27/2020	124924	ABS DIRECT, INC.	146923	622-4153-429000	LATE NOTICES	288.7
10/27/2020	124924	ABS DIRECT, INC.	146923	645-4161-425003	LATE NOTICES	254.64
10/27/2020	124924	ABS DIRECT, INC.	146923	645-4161-429000	LATE NOTICES	288.7
10/31/2020	125019	ABS DIRECT, INC.	146923	622-4153-425003	FINAL NOTICES	19.65
10/31/2020	125019	ABS DIRECT, INC.	146923	622-4153-429000	FINAL NOTICES	15.38
10/31/2020	125019	ABS DIRECT, INC.	146923	645-4161-425003	FINAL NOTICES	19.64
10/31/2020	125019	ABS DIRECT, INC.	146923	645-4161-429000	FINAL NOTICES	15.37
					Vendor 504 - ABS DIRECT, INC. Total:	**1156.72**
Vendor: 1469 - ALPHA ANALYTICAL LABORATORIES INC.						
09/29/2020	0094422-SFL	ALPHA ANALYTICAL LABORAT	146924	622-4151-425003	ROUTINE TESTING	223
10/01/2020	0101473-SFL	ALPHA ANALYTICAL LABORAT	146924	622-4151-425003	ROUTINE TESTING	41
10/02/2020	0101587-SFL	ALPHA ANALYTICAL LABORAT	146924	622-4151-425003	ROUTINE TESTING	223
10/09/2020	0102345-SFL	ALPHA ANALYTICAL LABORAT	146924	622-4151-425003	ROUTINE TESTING	41
10/13/2020	0102633-SFL	ALPHA ANALYTICAL LABORAT	146924	622-4151-425003	ROUTINE TESTING	291
10/15/2020	0103066-SFL	ALPHA ANALYTICAL LABORAT	146924	622-4151-425003	ROUTINE TESTING	41
10/20/2020	0103555-SFL	ALPHA ANALYTICAL LABORAT	146924	622-4151-425003	ROUTINE TESTING	223
10/26/2020	0104247-SFL	ALPHA ANALYTICAL LABORAT	146924	622-4151-425003	ROUTINE TESTING	41
10/28/2020	0104572-SFL	ALPHA ANALYTICAL LABORAT	146924	622-4151-425003	ROUTINE TESTING	223
10/30/2020	0104936-SFL	ALPHA ANALYTICAL LABORAT	146924	622-4151-425003	ROUTINE TESTING	41
					Vendor 1469 - ALPHA ANALYTICAL LABORATORIES INC. Total:	**1388**
Vendor: 1578 - ANIMAL DAMAGE MANAGEMENT						
07/09/2020	154196	ANIMAL DAMAGE MANAGEM	146925	622-4151-425003	CONTRACT SERVICES	325
10/08/2020	165899	ANIMAL DAMAGE MANAGEM	146925	622-4151-425003	CONTRACT SERVICES	325
					Vendor 1578 - ANIMAL DAMAGE MANAGEMENT Total:	**650**
Vendor: 1070 - AT&T						
11/01/2020	NOV 2020	AT&T	146927	645-4160-420003	248134-87506048	4.49
					Vendor 1070 - AT&T Total:	**4.49**
Vendor: 942 - AT&T						
10/25/2020	OCT 2020 2	AT&T	146926	110-2110-420003	9391064981	1250.99
10/25/2020	OCT 2020 2	AT&T	146926	110-2110-420003	9391064580	211.47

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10/25/2020	OCT 2020 2	AT&T	146926	110-2210-425003	9391053299	42.86
					Vendor 942 - AT&T Total:	**1505.32**
Vendor: 156 - AVENU MUNISERVICES						
11/03/2020	INV06-010285	AVENU MUNISERVICES	146928	110-1310-425003	SALES TAX AUDIT	500
					Vendor 156 - AVENU MUNISERVICES Total:	**500**
Vendor: 1443 - BAY ALARM COMPANY						
10/15/2020	17823161	BAY ALARM COMPANY	146929	110-2160-425003	CONTRACT SERVCIES	94.5
10/15/2020	17823161	BAY ALARM COMPANY	146929	110-2161-425003	CONTRACT SERVCIES	94.5
					Vendor 1443 - BAY ALARM COMPANY Total:	**189**
Vendor: 01081 - BC LABORATORIES, INC.						
10/07/2020	B394140	BC LABORATORIES, INC.	146930	622-4151-425003	QUARTERLY TESTING	2232
					Vendor 01081 - BC LABORATORIES, INC. Total:	**2232**
Vendor: 1544 - BEAR ELECTRICAL SOLUTIONS						
09/30/2020	11358	BEAR ELECTRICAL SOLUTIONS	146931	110-4142-425003	T/S MAINTENANCE	680
					Vendor 1544 - BEAR ELECTRICAL SOLUTIONS Total:	**680**
Vendor: 1537 - BLACKWATER CONSULTING ENGINEERS INC						
10/06/2020	4035	BLACKWATER CONSULTING EI	146932	621-4159-442001	SEWER RIVER CROSSING	1924.5
10/12/2020	4047	BLACKWATER CONSULTING EI	146932	644-4169-442001	ENGINEERING SERVICES	6763
10/12/2020	4049	BLACKWATER CONSULTING EI	146932	622-4151-425003	ENGINEERING SERVICES	1738.75
					Vendor 1537 - BLACKWATER CONSULTING ENGINEERS INC Total:	**10426.25**
Vendor: 1361 - CALIFORNIA STATE DISBURSEMENT UNIT						
10/30/2020	INV00809	CALIFORNIA STATE DISBURSEI	146914	110-219-1900	GARNISHMENT CHILD SUPPOI	526.54
					Vendor 1361 - CALIFORNIA STATE DISBURSEMENT UNIT Total:	**526.54**
Vendor: 1577 - CINTAS CORPORATION						
10/16/2020	4064667063	CINTAS CORPORATION	146933	110-7210-425016	UNIFORM SERVICES	28.89
10/16/2020	4064667063	CINTAS CORPORATION	146933	565-7215-425016	UNIFORM SERVICES	58.53
10/23/2020	4065328975	CINTAS CORPORATION	146933	622-4151-425016	UNIFORM SERVICESQ	88.93
10/23/2020	4065329014	CINTAS CORPORATION	146933	110-4140-425016	UNIFORMS SERVICES	5.94
10/23/2020	4065329014	CINTAS CORPORATION	146933	110-4140-425016	UNIFORMS SERVICES	4.17
10/23/2020	4065329014	CINTAS CORPORATION	146933	110-4140-425016	UNIFORMS SERVICES	2.27
10/23/2020	4065329014	CINTAS CORPORATION	146933	110-4140-425016	UNIFORMS SERVICES	2.22
10/23/2020	4065329014	CINTAS CORPORATION	146933	110-4140-425016	UNIFORMS SERVICES	17.5
10/23/2020	4065329014	CINTAS CORPORATION	146933	110-7210-425016	UNIFORMS SERVICES	3.5
10/23/2020	4065329014	CINTAS CORPORATION	146933	110-7413-425016	UNIFORMS SERVICES	9.53
10/23/2020	4065329014	CINTAS CORPORATION	146933	120-3130-425016	UNIFORMS SERVICES	5.72
10/23/2020	4065329014	CINTAS CORPORATION	146933	622-4152-425016	UNIFORMS SERVICES	1.98
10/23/2020	4065329014	CINTAS CORPORATION	146933	622-4152-425016	UNIFORMS SERVICES	2.09
10/23/2020	4065329014	CINTAS CORPORATION	146933	622-4152-425016	UNIFORMS SERVICES	3.39
10/23/2020	4065329014	CINTAS CORPORATION	146933	622-4152-425016	UNIFORMS SERVICES	3.96
10/23/2020	4065329014	CINTAS CORPORATION	146933	622-4152-425016	UNIFORMS SERVICES	17.5
10/23/2020	4065329014	CINTAS CORPORATION	146933	622-4152-425016	UNIFORMS SERVICES	5.78
10/23/2020	4065329014	CINTAS CORPORATION	146933	622-4152-425016	UNIFORMS SERVICES	3.33

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10/23/2020	4065329014	CINTAS CORPORATION	146933	622-4152-425016	UNIFORMS SERVICES	8.03
10/23/2020	4065329014	CINTAS CORPORATION	146933	622-4152-425016	UNIFORMS SERVICES	12.25
10/23/2020	4065329014	CINTAS CORPORATION	146933	622-4152-425016	UNIFORMS SERVICES	30.5
10/23/2020	4065329014	CINTAS CORPORATION	146933	622-4152-425016	UNIFORMS SERVICES	49
10/23/2020	4065329014	CINTAS CORPORATION	146933	645-4160-425016	UNIFORMS SERVICES	3.96
10/23/2020	4065329014	CINTAS CORPORATION	146933	645-4160-425016	UNIFORMS SERVICES	8.14
10/23/2020	4065329014	CINTAS CORPORATION	146933	645-4160-425016	UNIFORMS SERVICES	8.12
10/23/2020	4065329014	CINTAS CORPORATION	146933	645-4160-425016	UNIFORMS SERVICES	3.39
10/23/2020	4065329014	CINTAS CORPORATION	146933	645-4160-425016	UNIFORMS SERVICES	3.33
10/23/2020	4065329014	CINTAS CORPORATION	146933	645-4160-425016	UNIFORMS SERVICES	2.09
10/23/2020	4065329014	CINTAS CORPORATION	146933	645-4160-425016	UNIFORMS SERVICES	30.43
10/23/2020	4065329014	CINTAS CORPORATION	146933	645-4160-425016	UNIFORMS SERVICES	30.5
10/23/2020	4065329014	CINTAS CORPORATION	146933	645-4160-425016	UNIFORMS SERVICES	12.25
10/23/2020	4065329014	CINTAS CORPORATION	146933	645-4160-425016	UNIFORMS SERVICES	17.5
					Vendor 1577 - CINTAS CORPORATION Total:	**484.72**
Vendor: 48 - CITY OF MODESTO						
11/02/2020	114839	CITY OF MODESTO	146935	110-2210-425030	FIRE CONTRACT	232847.08
					Vendor 48 - CITY OF MODESTO Total:	**232847.08**
Vendor: 1507 - CITY OF OAKDALE FSA ACCOUNT						
10/30/2020	INV00807	CITY OF OAKDALE FSA ACCOU	10296	110-219-0200	CITY OF OAKDALE FSA ACCOU	19.23
10/30/2020	INV00808	CITY OF OAKDALE FSA ACCOU	10296	512-1910-374120	CITY OF OAKDALE FSA ACCOU	466.14
					Vendor 1507 - CITY OF OAKDALE FSA ACCOUNT Total:	**485.37**
Vendor: 50 - CLARK PEST CONTROL						
10/19/2020	27186630	CLARK PEST CONTROL	146936	622-4150-427009	WEED ABATEMENT	280
10/20/2020	27186631	CLARK PEST CONTROL	146936	657-4170-424001	WEED ABATEMENT	391
10/21/2020	27186638	CLARK PEST CONTROL	146936	110-2210-425010	WEED ABATEMENT	912
10/22/2020	27186636	CLARK PEST CONTROL	146936	110-4140-427009	WEED ABATEMENT	210
10/26/2020	27455936	CLARK PEST CONTROL	146936	286-6230-425003	Clark Pest Control – PERC	65
10/26/2020	27455938	CLARK PEST CONTROL	146936	110-7210-425003	Clark Pest Control - PERC	294
10/26/2020	27455940	CLARK PEST CONTROL	146936	284-6210-425003	Clark Pest Control – PERC	130
					Vendor 50 - CLARK PEST CONTROL Total:	**2282**
Vendor: 01240 - COLE PRO MEDIA, LLC						
10/21/2020	2166	COLE PRO MEDIA, LLC	146937	110-2110-425003	CONTRACT SERVICES	1500
					Vendor 01240 - COLE PRO MEDIA, LLC Total:	**1500**
Vendor: 1059 - COLONIAL PROCESSING CENTER						
10/30/2020	INV00806	COLONIAL PROCESSING CENT	146915	110-219-1700	COLONIAL LIFE	27.41
					Vendor 1059 - COLONIAL PROCESSING CENTER Total:	**27.41**
Vendor: 1199 - COMCAST						
10/14/2020	0334925 10/14/20	COMCAST	146938	110-7210-425003	COMMUNITY PARK WIFI	88.92
					Vendor 1199 - COMCAST Total:	**88.92**
Vendor: 01207 - CRAMER FISH SCIENCES						
09/10/2020	SIN005069	CRAMER FISH SCIENCES	146939	235-1910-425003	KERR PARK	7022.01

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10/14/2020	SIN005162	CRAMER FISH SCIENCES	146939	235-1910-425003	KERR PARK	18745.93
					Vendor 01207 - CRAMER FISH SCIENCES Total:	**25767.94**
Vendor: 1315 - DATA PATH INC.						
11/02/2020	148459	DATA PATH INC.	146940	525-1910-425003	TECH SUPPORT	4250
					Vendor 1315 - DATA PATH INC. Total:	**4250**
Vendor: 330 - DEL-TECH GEOTECHNICAL SUPPORT						
09/30/2020	5181	DEL-TECH GEOTECHNICAL SUI	146941	622-4151-425003	ROUTINE TESTING	2440
					Vendor 330 - DEL-TECH GEOTECHNICAL SUPPORT Total:	**2440**
Vendor: 1127 - DEPT OF JUSTICE						
10/08/2020	475460	DEPT OF JUSTICE	146942	110-2110-425003	CLETS BILLING	1876.98
					Vendor 1127 - DEPT OF JUSTICE Total:	**1876.98**
Vendor: 1323 - DITTOS						
09/17/2020	169780	DITTOS	146943	268-2110-441006	AV LABELS	309.23
09/22/2020	169778	DITTOS	146943	110-2110-427004	PD FORMS	152.81
					Vendor 1323 - DITTOS Total:	**462.04**
Vendor: 926 - DON'S MOBILE GLASS						
10/29/2020	ICOM407510	DON'S MOBILE GLASS	146944	237-1910-425003	PUBLIC SERVICES COUNTER	10235
					Vendor 926 - DON'S MOBILE GLASS Total:	**10235**
Vendor: 1235 - EXPRESS SERVICES, INC.						
10/07/2020	24479846	EXPRESS SERVICES, INC.	146945	110-7210-410013	TEMP SERVICES	2625.68
					Vendor 1235 - EXPRESS SERVICES, INC. Total:	**2625.68**
Vendor: 1096 - FERGUSON WATERWORKS #1423						
10/14/2020	1583274	FERGUSON WATERWORKS #1	146946	645-4160-427006	MISC PARTS	262
10/14/2020	1583393	FERGUSON WATERWORKS #1	146946	645-4160-427006	MISC PARTS	2262.72
10/14/2020	1583440	FERGUSON WATERWORKS #1	146946	645-4160-427006	MISC PARTS	165.05
					Vendor 1096 - FERGUSON WATERWORKS #1423 Total:	**2689.77**
Vendor: 94 - GARTON TRACTOR						
10/21/2020	MC21413	GARTON TRACTOR	146947	622-4151-424002	MISC. SUPPLIES	77.67
					Vendor 94 - GARTON TRACTOR Total:	**77.67**
Vendor: 95 - GEORGE REED INC.						
10/07/2020	100221478	GEORGE REED INC.	146948	645-4160-427006	HOT MIX	644.67
					Vendor 95 - GEORGE REED INC. Total:	**644.67**
Vendor: 96 - GILTON SOLID WASTE MANAGEMENT INC.						
08/07/2020	OAKDSS-054	GILTON SOLID WASTE MANAG	146949	110-4141-425003	STREET SWEEPING	5849.98
10/09/2020	920296	GILTON SOLID WASTE MANAG	146949	622-4151-425003	SLUDGE HAULING	5357.8
10/09/2020	920297	GILTON SOLID WASTE MANAG	146949	622-4151-425003	SLUDGE HAULING	1067.16
10/12/2020	OAKDSS-056	GILTON SOLID WASTE MANAG	146949	110-4141-425003	STREET SWEEPING	5814.68
10/12/2020	OAKDSS-056	GILTON SOLID WASTE MANAG	146949	110-4141-425003	STREET SWEEPING	815.4
10/12/2020	OAKDSS-056	GILTON SOLID WASTE MANAG	146949	216-4149-442001	STREET SWEEPING	946.21
10/12/2020	OAKDSS-056	GILTON SOLID WASTE MANAG	146949	657-4170-425003	STREET SWEEPING	543.59
11/05/2020	OCTOBER 2020	GILTON SOLID WASTE MANAG	146949	110-1910-320401	REFUSE MONIES COLLECTED	-21813.34
11/05/2020	OCTOBER 2020	GILTON SOLID WASTE MANAG	146949	799-8280-425003	REFUSE MONIES COLLECTED	181777.82

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					Vendor 96 - GILTON SOLID WASTE MANAGEMENT INC. Total:	**180359.3**
Vendor: 01059 - GOWANS PRINTING COMPANY						
10/09/2020	80094	GOWANS PRINTING COMPAN	146950	645-4160-427006	DOOR HANGAR	699.18
					Vendor 01059 - GOWANS PRINTING COMPANY Total:	**699.18**
Vendor: 100 - GRAINGER INC.						
10/01/2020	9671600048	GRAINGER INC.	146951	110-2160-427006	ANIMAL SUPPLIES	96.1
10/01/2020	9671600048	GRAINGER INC.	146951	110-2161-427006	ANIMAL SUPPLIES	96.1
					Vendor 100 - GRAINGER INC. Total:	**192.2**
Vendor: 01225 - GRANITE CHEMICAL SERVICES, LLC						
10/13/2020	2948	GRANITE CHEMICAL SERVICES	146952	645-4160-427006	PUMP REBUILD KITS	533.19
					Vendor 01225 - GRANITE CHEMICAL SERVICES, LLC Total:	**533.19**
Vendor: 1337 - HTBS CREDIT						
09/22/2020	7314465593-0-1	HTBS CREDIT	146953	622-4153-427001	OFFICE SUPPLIES	129.4
09/22/2020	7314465593-0-1	HTBS CREDIT	146953	645-4160-427001	OFFICE SUPPLIES	129.4
					Vendor 1337 - HTBS CREDIT Total:	**258.8**
Vendor: 01062 - ICMA MEMBERSHIP RENEWALS						
10/20/2020	565214 2021	ICMA MEMBERSHIP RENEWAI	146954	110-1110-416005	MEMBERSHIP	1400
					Vendor 01062 - ICMA MEMBERSHIP RENEWALS Total:	**1400**
Vendor: 127 - IMAGE UNIFORMS						
09/25/2020	140379	IMAGE UNIFORMS	146955	110-2160-427006	UNIFORMS	32.36
09/25/2020	140379	IMAGE UNIFORMS	146955	110-2161-427006	UNIFORMS	32.35
					Vendor 127 - IMAGE UNIFORMS Total:	**64.71**
Vendor: 01224 - INTELLISITE, LLC						
10/31/2020	18155	INTELLISITE, LLC	146956	525-1910-425003	SUPPORT	780
					Vendor 01224 - INTELLISITE, LLC Total:	**780**
Vendor: 01042 - INTERWEST CONSULTING GROUP						
10/15/2020	63707	INTERWEST CONSULTING GRC	146957	245-1910-442001	PROFESSIONAL SERVICES	357.5
					Vendor 01042 - INTERWEST CONSULTING GROUP Total:	**357.5**
Vendor: 1437 - J.B. ANDERSON						
10/01/2020	100120GPS	J.B. ANDERSON	146958	120-3110-410013	PLANNING SERVICES	1687.5
10/01/2020	100120GPS	J.B. ANDERSON	146958	120-3110-410013	PLANNING SERVICES	220
10/01/2020	100120GPS	J.B. ANDERSON	146958	720-3110-425003	PLANNING SERVICES	1540
10/01/2020	100120GPS	J.B. ANDERSON	146958	720-3110-425003	PLANNING SERVICES	110
10/01/2020	100120GPS	J.B. ANDERSON	146958	720-3110-425003	PLANNING SERVICES	1120.55
10/01/2020	100120GPS	J.B. ANDERSON	146958	720-3110-425003	PLANNING SERVICES	990
10/01/2020	100120GPS	J.B. ANDERSON	146958	720-3110-425003	PLANNING SERVICES	220
					Vendor 1437 - J.B. ANDERSON Total:	**5888.05**
Vendor: 131 - J.S. WEST PROPANE GAS						
09/28/2020	198565	J.S. WEST PROPANE GAS	146959	110-2160-425003	CONTRACT SERVICE	22.5
09/28/2020	198565	J.S. WEST PROPANE GAS	146959	110-2161-425003	CONTRACT SERVICE	22.5
					Vendor 131 - J.S. WEST PROPANE GAS Total:	**45**
Vendor: 135 - JORGENSEN AND SONS, INC.						

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09/30/2020	5904017	JORGENSEN AND SONS, INC.	146960	110-2110-424003	FIRE EXT MAINTENANCE	75.87
					Vendor 135 - JORGENSEN AND SONS, INC. Total:	**75.87**
Vendor: 1476 - KCI SWEEPING						
10/29/2020	20-1080	KCI SWEEPING	146961	622-4151-425003	SITE SWEEPING	385.67
					Vendor 1476 - KCI SWEEPING Total:	**385.67**
Vendor: 01236 - KOEFRAN						
09/30/2020	0000424241	KOEFRAN	146962	110-2160-425003	ANIMAL SERVICES	219.5
09/30/2020	0000424241	KOEFRAN	146962	110-2161-425003	ANIMAL SERVICES	219.5
					Vendor 01236 - KOEFRAN Total:	**439**
Vendor: 1230 - KUBWATER RESOURCES INC.						
10/08/2020	09859	KUBWATER RESOURCES INC.	146963	622-4151-427006	ZETAG TOT	4298.74
					Vendor 1230 - KUBWATER RESOURCES INC. Total:	**4298.74**
Vendor: 64 - L.N. CURTIS & SONS						
10/08/2020	INV429875	L.N. CURTIS & SONS	146964	545-2110-441005	MISC. SUPPLIES	390.69
					Vendor 64 - L.N. CURTIS & SONS Total:	**390.69**
Vendor: 01148 - LONE OAK TREE SERVICE						
10/22/2020	020-591	LONE OAK TREE SERVICE	146965	110-7210-425003	TREE REMOVAL	280
					Vendor 01148 - LONE OAK TREE SERVICE Total:	**280**
Vendor: 01031 - MAINLINE PLUMBING INC.						
11/03/2020	4270633	MAINLINE PLUMBING INC.	146966	237-1910-425003	COMPLETION OF PD	2990
11/04/2020	4270650	MAINLINE PLUMBING INC.	146966	237-1910-425003	COMPLETION OF CITY HALL	562
11/04/2020	4368301	MAINLINE PLUMBING INC.	146966	237-1910-425003	COMPLETION OF CITY HALL	485
					Vendor 01031 - MAINLINE PLUMBING INC. Total:	**4037**
Vendor: 158 - MCR ENGINEERING INC.						
08/25/2020	15441	MCR ENGINEERING INC.	146967	720-3110-425003	ENGINEERING SERVICES	1437.5
09/24/2020	15458	MCR ENGINEERING INC.	146967	720-3110-425003	ENGINEERING SERVICES	1375
09/24/2020	15459	MCR ENGINEERING INC.	146967	720-3110-425003	ENGINEERING SERVICES	8850
09/24/2020	15461	MCR ENGINEERING INC.	146967	119-4110-425003	ENGINEERING SERVICES	1900
09/24/2020	15462	MCR ENGINEERING INC.	146967	622-4152-425003	ENGINEERING SERVICES	700
09/24/2020	15462	MCR ENGINEERING INC.	146967	645-4160-425003	ENGINEERING SERVICES	700
09/24/2020	15463	MCR ENGINEERING INC.	146967	119-4110-425003	ENGINEERING SERVICES	187.5
09/24/2020	15464	MCR ENGINEERING INC.	146967	216-4149-442001	ENGINEERING SERVICES	6637.5
09/24/2020	15465	MCR ENGINEERING INC.	146967	316-4149-442001	ENGINEERING SERVICES	1374
09/24/2020	15465	MCR ENGINEERING INC.	146967	621-4159-442001	ENGINEERING SERVICES	1033.5
09/24/2020	15465	MCR ENGINEERING INC.	146967	644-4169-442001	ENGINEERING SERVICES	592.5
09/24/2020	15466	MCR ENGINEERING INC.	146967	349-4150-442001	ENGINEERING SERVICES	4975
09/24/2020	15467	MCR ENGINEERING INC.	146967	222-4149-442001	ENGINEERING SERVICES	875
09/24/2020	15468	MCR ENGINEERING INC.	146967	215-4149-442001	ENGINEERING SERVICES	4350
09/24/2020	15470	MCR ENGINEERING INC.	146967	216-4149-442001	ENGINEERING SERVICES	7250
					Vendor 158 - MCR ENGINEERING INC. Total:	**42237.5**
Vendor: 161 - MID						
10/29/2020	OCT 2020	MID	146968	622-4151-420001	5933712338	582.41

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10/29/2020	OCT 2020	MID	146968	622-4151-420001	3357914926	134.09
10/29/2020	OCT 2020	MID	146968	645-4160-420001	0913324769	215.83
10/29/2020	OCT 2020	MID	146968	645-4160-420001	5097728103	7807.34
10/30/2020	OCT 2020 2	MID	146968	284-6210-420001	3151817535	2317.72
10/30/2020	OCT 2020 2	MID	146968	284-6210-420001	1337811713	57.24
10/30/2020	OCT 2020 2	MID	146968	284-6210-420001	1122819817	1030.75
10/30/2020	OCT 2020 2	MID	146968	286-6230-420001	8551425139	1099.26
10/30/2020	OCT 2020 2	MID	146968	622-4151-420001	6483221405	16817.56
10/30/2020	OCT 2020 2	MID	146968	622-4152-420001	3818618731	684.96
10/30/2020	OCT 2020 2	MID	146968	645-4160-420001	6201815675	5644.52
					Vendor 161 - MID Total:	**36391.68**
Vendor: 01241 - NC CHILD SUPPORT						
10/30/2020	INV00810	NC CHILD SUPPORT	146916	110-219-1900	GARNISHMENT CHILD SUPPOI	92.31
					Vendor 01241 - NC CHILD SUPPORT Total:	**92.31**
Vendor: 01015 - NORTHSTAR CHEMICAL						
10/28/2020	181229	NORTHSTAR CHEMICAL	146969	645-4160-427006	CHLORINATION	742.9
					Vendor 01015 - NORTHSTAR CHEMICAL Total:	**742.9**
Vendor: 191 - OAK VALLEY HOSPITAL						
09/08/2020	V00012049306	OAK VALLEY HOSPITAL	146970	110-2110-425006	PRE EMPLOYMENT	94.97
10/04/2020	CL0000003038 10/4/20	OAK VALLEY HOSPITAL	146970	110-2110-425006	PRE EMPLOYMENT/COVID 19	390
10/04/2020	CL0000003038 10/4/20	OAK VALLEY HOSPITAL	146970	237-1910-425003	PRE EMPLOYMENT/COVID 19	2332
10/05/2020	CL0000004150 10/5/20	OAK VALLEY HOSPITAL	146970	622-4152-425003	PRE EMPLOYEMNT	583
10/05/2020	CL0000004150 10/5/20 .	OAK VALLEY HOSPITAL	146970	110-2110-425006	PRE EMPLOYEMNT	390
					Vendor 191 - OAK VALLEY HOSPITAL Total:	**3789.97**
Vendor: 192 - OAKDALE ACE						
10/15/2020	587216	OAKDALE ACE	146971	622-4152-427006	MISC SUPPLIES	52
					Vendor 192 - OAKDALE ACE Total:	**52**
Vendor: 200 - OAKDALE FEED & SEED						
08/18/2020	549004	OAKDALE FEED & SEED	146972	110-2160-425003	ANIMAL SERVICES	58.46
08/18/2020	549004	OAKDALE FEED & SEED	146972	110-2161-425003	ANIMAL SERVICES	58.46
09/18/2020	553953	OAKDALE FEED & SEED	146972	110-2160-425003	ANIMAL SERVICES	30.75
09/18/2020	553953	OAKDALE FEED & SEED	146972	110-2161-425003	ANIMAL SERVICES	30.75
10/08/2020	557263	OAKDALE FEED & SEED	146972	110-2160-425003	ANIMAL SERVICES	154.44
10/08/2020	557263	OAKDALE FEED & SEED	146972	110-2161-425003	ANIMAL SERVICES	154.43
					Vendor 200 - OAKDALE FEED & SEED Total:	**487.29**
Vendor: 206 - OAKDALE LEADER						
09/30/2020	274943	OAKDALE LEADER	146973	120-3110-425011	PUBLIC HEARING NOTIE	172
					Vendor 206 - OAKDALE LEADER Total:	**172**
Vendor: 01114 - OAKDALE TOURISM & VISITORS						
11/03/2020	JULY1 - SEPT. 30 2020	OAKDALE TOURISM & VISITOI	146974	110-207-0000	QUARTER ENDING 9/30/20	28923.85
					Vendor 01114 - OAKDALE TOURISM & VISITORS Total:	**28923.85**
Vendor: 1563 - ONTEL SECURITY SERVICES, INC.						

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09/30/2020	31076	ONTEL SECURITY SERVICES, IN	146975	110-7210-425003	COMMUNITY PARK PATROL	195
					Vendor 1563 - ONTEL SECURITY SERVICES, INC. Total:	**195**
Vendor: 218 - OPERATING ENGINEERS TRUST FUND						
10/26/2020	NOV. 2020	OPERATING ENGINEERS TRUS	146976	110-219-1102	BENEFITS	2788
					Vendor 218 - OPERATING ENGINEERS TRUST FUND Total:	**2788**
Vendor: 62 - O'REILLY AUTOMOTIVE STORES, INC.						
10/05/2020	2721-174338	O'REILLY AUTOMOTIVE STORE	146977	110-2110-424003	MISC SUPPLIES	262.56
10/05/2020	2721-174437	O'REILLY AUTOMOTIVE STORE	146977	110-2110-424003	MISC SUPPLIES	7.21
10/05/2020	2721-174488	O'REILLY AUTOMOTIVE STORE	146977	110-4140-424003	MISC SUPPLIES	86.43
10/06/2020	2721-174699	O'REILLY AUTOMOTIVE STORE	146977	110-2110-424003	MISC SUPPLIES	15.16
10/06/2020	2721-174724	O'REILLY AUTOMOTIVE STORE	146977	110-2110-424003	MISC. SUPPLIES	13.71
10/07/2020	2721-174950	O'REILLY AUTOMOTIVE STORE	146977	645-4160-424003	MISC SUPPLIES	15.15
10/12/2020	2721-176300	O'REILLY AUTOMOTIVE STORE	146977	110-2110-424003	MISC SUPPLIES	379.89
10/12/2020	2721-176301	O'REILLY AUTOMOTIVE STORE	146977	110-2110-424003	MISC SUPPLIES	5.4
10/12/2020	2721-176425	O'REILLY AUTOMOTIVE STORE	146977	110-2110-424003	MISC SUPPLIES	159.98
10/13/2020	2721-176584	O'REILLY AUTOMOTIVE STORE	146977	110-2110-424003	MISC SUPPLIES	128.54
10/13/2020	2721-176685	O'REILLY AUTOMOTIVE STORE	146977	622-4152-424003	MISC SUPPLIES	28.16
10/14/2020	2721-176903	O'REILLY AUTOMOTIVE STORE	146977	110-4140-424003	MISC SUPPLIES	5.4
10/20/2020	2721-178705	O'REILLY AUTOMOTIVE STORE	146977	645-4160-424003	MISC SUPPLIES	31.15
10/21/2020	2721-178889	O'REILLY AUTOMOTIVE STORE	146977	110-2110-424003	MISC SUPPLIES	18.02
					Vendor 62 - O'REILLY AUTOMOTIVE STORES, INC. Total:	**1156.76**
Vendor: 01216 - PACIFIC SHREDDING/PACIFIC STORAGE CO.						
09/26/2020	5041603	PACIFIC SHREDDING/PACIFIC	146978	110-2110-425003	SHREDDING SERVCIES	60
					Vendor 01216 - PACIFIC SHREDDING/PACIFIC STORAGE CO. Total:	**60**
Vendor: 226 - PG&E						
10/25/2020	OCT 2020 3	PG&E	146979	110-4142-420001	48213775637	636.69
10/25/2020	OCT 2020 3	PG&E	146979	110-4142-420001	58748645171	12515.88
10/25/2020	OCT 2020 3	PG&E	146979	110-4142-420001	71657627262	784.69
10/25/2020	OCT 2020 3	PG&E	146979	110-7210-420001	47029806701	13.8
10/25/2020	OCT 2020 3	PG&E	146979	110-7210-420001	63695829133	720.95
10/25/2020	OCT 2020 3	PG&E	146979	110-7210-420001	60758610988	1219.75
10/25/2020	OCT 2020 3	PG&E	146979	110-7210-420001	02411052901	54.08
10/25/2020	OCT 2020 3	PG&E	146979	110-7210-420001	25332532271	87.01
10/25/2020	OCT 2020 3	PG&E	146979	110-7210-420001	56060120856	14.36
10/25/2020	OCT 2020 3	PG&E	146979	117-7440-420001	21489565081	974.15
10/25/2020	OCT 2020 3	PG&E	146979	117-7440-420001	21072898444	8.11
10/25/2020	OCT 2020 3	PG&E	146979	119-4110-420001	74909432291	576.29
10/25/2020	OCT 2020 3	PG&E	146979	120-3110-420001	74909432291	576.29
10/25/2020	OCT 2020 3	PG&E	146979	622-4150-420001	44172864934	30.68
10/25/2020	OCT 2020 3	PG&E	146979	622-4151-420001	529288	771.65
10/25/2020	OCT 2020 3	PG&E	146979	622-4151-420001	529290	911.63
10/25/2020	OCT 2020 3	PG&E	146979	631-4180-420001	41595816467	896.4

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10/25/2020	OCT 2020 3	PG&E	146979	645-4160-420001	60775846904	1
10/25/2020	OCT 2020 3	PG&E	146979	645-4160-420001	70558644897	9656.27
10/25/2020	OCT 2020 3	PG&E	146979	645-4160-420001	60775846904	25781.91
10/29/2020	OCT 2020 1	PG&E	146979	110-1910-420001	18246929329	6969.54
10/29/2020	OCT 2020 1	PG&E	146979	110-1910-420001	29735943408	43.6
10/29/2020	OCT 2020 1	PG&E	146979	110-1910-420002	18246929329	107.17
10/29/2020	OCT 2020 1	PG&E	146979	110-2160-420001	18246929329	628.91
10/29/2020	OCT 2020 1	PG&E	146979	110-7210-420001	18246929329	315.08
10/29/2020	OCT 2020 1	PG&E	146979	117-7430-420001	12937367741	1521.1
10/29/2020	OCT 2020 1	PG&E	146979	117-7430-420002	12937367741	37.3
10/29/2020	OCT 2020 1	PG&E	146979	117-7460-420001	71493181177	2098.76
10/29/2020	OCT 2020 1	PG&E	146979	117-7470-420001	63063551012	35.37
10/29/2020	OCT 2020 1	PG&E	146979	119-4110-420001	07228975343	117.64
10/29/2020	OCT 2020 1	PG&E	146979	119-4110-420002	07228975343	5.97
10/29/2020	OCT 2020 1	PG&E	146979	285-6220-420001	98085099004	480.5
10/29/2020	OCT 2020 1	PG&E	146979	285-6220-420001	16364492971	823.98
10/29/2020	OCT 2020 1	PG&E	146979	286-6230-420001	98085099004	24.32
10/29/2020	OCT 2020 1	PG&E	146979	288-6241-420001	29646608462	47.9
10/29/2020	OCT 2020 1	PG&E	146979	288-6242-420001	79258195720	10.51
10/29/2020	OCT 2020 1	PG&E	146979	622-4150-420001	45427294660	1061.75
10/29/2020	OCT 2020 1	PG&E	146979	622-4152-420001	07228975343	247.25
10/29/2020	OCT 2020 1	PG&E	146979	622-4152-420001	44133562536	2270.88
10/29/2020	OCT 2020 1	PG&E	146979	645-4160-420001	07228975343	247.24
10/29/2020	OCT 2020 1	PG&E	146979	657-4170-420001	86502703126	263.12
10/29/2020	OCT 2020 1	PG&E	146979	657-4170-420001	44024983676	146.6
10/29/2020	OCT 2020 1	PG&E	146979	657-4170-420001	07028519473	1766
					Vendor 226 - PG&E Total:	**75502.08**
Vendor: 1429 - R & B COMPANY						
09/15/2020	S1966882.001	R & B COMPANY	146981	645-4160-427006	MISC PARTS	4723.61
					Vendor 1429 - R & B COMPANY Total:	**4723.61**
Vendor: 242 - RANDIK PAPER CO						
08/05/2020	174603	RANDIK PAPER CO	146982	237-1910-425003	JANITORIAL SUPPLIES	3780.59
09/30/2020	177538	RANDIK PAPER CO	146982	237-1910-425003	JANITORIAL SUPPLIES	-3144.28
10/21/2020	177417-01	RANDIK PAPER CO	146982	110-7413-427002	JANITORIAL SUPPLIES	106.62
					Vendor 242 - RANDIK PAPER CO Total:	**742.93**
Vendor: 01214 - RED INC. ARCHITECTS						
07/01/2020	4492	RED INC. ARCHITECTS	146983	540-1910-442001	PROFESSIONAL SERVICES	875
08/31/2020	4571	RED INC. ARCHITECTS	146983	540-1910-442001	PROFESSIONAL SERVICES	3325
					Vendor 01214 - RED INC. ARCHITECTS Total:	**4200**
Vendor: 01087 - RIVER OAK VETERINARY HOSPITAL, INC.						
10/14/2020	475042	RIVER OAK VETERINARY HOSP	146984	110-2160-425003	ANIMAL SERVICES	16.19
10/14/2020	475042	RIVER OAK VETERINARY HOSP	146984	110-2161-425003	ANIMAL SERVICES	16.2

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10/14/2020	475042	RIVER OAK VETERINARY HOSP	146984	742-2160-425003	ANIMAL SERVICES	150
					Vendor 01087 - RIVER OAK VETERINARY HOSPITAL, INC. Total:	**182.39**
Vendor: 01071 - ROSE MARMON PARTNERSHIP						
11/02/2020	OCT-DEC 2020	ROSE MARMON PARTNERSHI	146985	110-2130-427023	RENTAL FEE	2430
					Vendor 01071 - ROSE MARMON PARTNERSHIP Total:	**2430**
Vendor: 255 - SAFE-T-LITE OF MODESTO						
10/22/2020	370243	SAFE-T-LITE OF MODESTO	146986	110-4140-427006	MISC. SIGNS	53.19
					Vendor 255 - SAFE-T-LITE OF MODESTO Total:	**53.19**
Vendor: 01047 - SAMUEL HARNED						
10/04/2020	186	SAMUEL HARNED	146987	215-4149-442001	LANDSCAPE REVIEW	5550
					Vendor 01047 - SAMUEL HARNED Total:	**5550**
Vendor: 1126 - SHERIFF'S CIVIL DIVISION						
10/30/2020	INV00811	SHERIFF'S CIVIL DIVISION	146917	110-219-1900	WAGE GARNISHMENT	118.64
					Vendor 1126 - SHERIFF'S CIVIL DIVISION Total:	**118.64**
Vendor: 1182 - SOUTHERN COUNTIES FUELS						
10/31/2020	1728270-IN	SOUTHERN COUNTIES FUELS	146988	110-140-0000	Diesel Fuel	374.38
10/31/2020	1728270-IN	SOUTHERN COUNTIES FUELS	146988	110-140-0000	Unleaded Fuel	1209.95
10/31/2020	1728270-IN	SOUTHERN COUNTIES FUELS	146988	110-217-0000	TAXES	36.5
10/31/2020	1728270-IN	SOUTHERN COUNTIES FUELS	146988	110-217-0000	TAXES	73.95
10/31/2020	1728270-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	-33.17
10/31/2020	1728270-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	-34.42
10/31/2020	1728270-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	20.21
10/31/2020	1728270-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	39.05
10/31/2020	1730304-IN	SOUTHERN COUNTIES FUELS	146988	110-140-0000	Unleaded Fuel	1520.17
10/31/2020	1730304-IN	SOUTHERN COUNTIES FUELS	146988	110-217-0000	TAXES	91.59
10/31/2020	1730304-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	-41.84
10/31/2020	1730304-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	25.03
10/31/2020	1732978-IN	SOUTHERN COUNTIES FUELS	146988	110-140-0000	Diesel Fuel	538.57
10/31/2020	1732978-IN	SOUTHERN COUNTIES FUELS	146988	110-140-0000	Unleaded Fuel	1768.84
10/31/2020	1732978-IN	SOUTHERN COUNTIES FUELS	146988	110-217-0000	TAXES	109.38
10/31/2020	1732978-IN	SOUTHERN COUNTIES FUELS	146988	110-217-0000	TAXES	52.59
10/31/2020	1732978-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	-49.52
10/31/2020	1732978-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	56.26
10/31/2020	1732978-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	29.89
10/31/2020	1732978-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	-48.79
10/31/2020	1734886-IN	SOUTHERN COUNTIES FUELS	146988	110-140-0000	Unleaded Fuel	1765.96
10/31/2020	1734886-IN	SOUTHERN COUNTIES FUELS	146988	110-217-0000	TAXES	110.39
10/31/2020	1734886-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	30.16
10/31/2020	1734886-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	-48.71
10/31/2020	1737665-IN	SOUTHERN COUNTIES FUELS	146988	110-140-0000	Unleaded Fuel	1256.74
10/31/2020	1737665-IN	SOUTHERN COUNTIES FUELS	146988	110-217-0000	TAXES	73.11
10/31/2020	1737665-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	19.98

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10/31/2020	1737665-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	-34.48
10/31/2020	1739502-IN	SOUTHERN COUNTIES FUELS	146988	110-140-0000	Diesel Fuel	604.69
10/31/2020	1739502-IN	SOUTHERN COUNTIES FUELS	146988	110-140-0000	CORRECTION	85.41
10/31/2020	1739502-IN	SOUTHERN COUNTIES FUELS	146988	110-140-0000	Unleaded Fuel	1206.54
10/31/2020	1739502-IN	SOUTHERN COUNTIES FUELS	146988	110-217-0000	TAXES	63.37
10/31/2020	1739502-IN	SOUTHERN COUNTIES FUELS	146988	110-217-0000	TAXES	73.91
10/31/2020	1739502-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	-85.41
10/31/2020	1739502-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	-33.08
10/31/2020	1739502-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	67.81
10/31/2020	1739502-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	20.2
10/31/2020	1742522-IN	SOUTHERN COUNTIES FUELS	146988	110-140-0000	Unleaded Fuel	1290.99
10/31/2020	1742522-IN	SOUTHERN COUNTIES FUELS	146988	110-217-0000	TAXES	73.86
10/31/2020	1742522-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	20.18
10/31/2020	1742522-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	-35.44
10/31/2020	1744366-IN	SOUTHERN COUNTIES FUELS	146988	110-140-0000	Diesel Fuel	327.54
10/31/2020	1744366-IN	SOUTHERN COUNTIES FUELS	146988	110-140-0000	Unleaded Fuel	1497.12
10/31/2020	1744366-IN	SOUTHERN COUNTIES FUELS	146988	110-140-0000	CORRECTION	46.27
10/31/2020	1744366-IN	SOUTHERN COUNTIES FUELS	146988	110-217-0000	TAXES	91.21
10/31/2020	1744366-IN	SOUTHERN COUNTIES FUELS	146988	110-217-0000	TAXES	34.14
10/31/2020	1744366-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	36.53
10/31/2020	1744366-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	24.92
10/31/2020	1744366-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	-41.2
10/31/2020	1744366-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	-46.27
10/31/2020	1747141-IN	SOUTHERN COUNTIES FUELS	146988	110-140-0000	Unleaded Fuel	1166.72
10/31/2020	1747141-IN	SOUTHERN COUNTIES FUELS	146988	110-217-0000	TAXES	68.64
10/31/2020	1747141-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	-31.97
10/31/2020	1747141-IN	SOUTHERN COUNTIES FUELS	146988	110-218-0000	TAXES	18.76
					Vendor 1182 - SOUTHERN COUNTIES FUELS Total:	**15457.21**
Vendor: 275 - STANISLAUS COUNTY						
09/23/2020	54938	STANISLAUS COUNTY	146990	120-3130-425003	INSPECTION SERVICES	3600
09/23/2020	54940	STANISLAUS COUNTY	146990	120-3130-425003	PLAN CHECK SERVICES	352.1
10/09/2020	55047	STANISLAUS COUNTY	146990	120-3130-425003	INSPECTION SERVICES	4912.5
10/09/2020	55049	STANISLAUS COUNTY	146990	120-3130-425003	PLAN CHECK SERVICES	867.07
					Vendor 275 - STANISLAUS COUNTY Total:	**9731.67**
Vendor: 1368 - STANISLAUS FOUNDATION						
10/19/2020	47683	STANISLAUS FOUNDATION	146991	510-1910-436001	BENEFITS	210
10/31/2020	47726	STANISLAUS FOUNDATION	146991	510-1910-425003	BENEFITS	373.3
					Vendor 1368 - STANISLAUS FOUNDATION Total:	**583.3**
Vendor: 1163 - STAPLES BUSINESS ADVANTAGE						
09/23/2020	3457149514	STAPLES BUSINESS ADVANTA(	146992	110-2110-427001	OFFICE SUPPLIES	72.87
09/25/2020	3457317387	STAPLES BUSINESS ADVANTA(	146992	120-3110-427001	OFFICE SUPPLIES	20.58
10/01/2020	3458026869	STAPLES BUSINESS ADVANTA(	146992	119-4110-427001	OFFICE SUPPLIES	39.55

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10/03/2020	3458339325	STAPLES BUSINESS ADVANTA(	146992	119-4110-427001	OFFICE SUPPLIES	58.48
10/04/2020	3458597816	STAPLES BUSINESS ADVANTA(	146992	110-2110-427001	OFFICE SUPPLIES	108.27
10/06/2020	3458616413	STAPLES BUSINESS ADVANTA(	146992	110-2110-427001	OFFICE SUPPLIES	54.18
10/07/2020	3458673513	STAPLES BUSINESS ADVANTA(	146992	110-2110-427001	OFFICE SUPPLIES	210.97
10/08/2020	3458740827	STAPLES BUSINESS ADVANTA(	146992	110-2110-427001	OFFICE SUPPLIES	47.11
10/10/2020	3458952797	STAPLES BUSINESS ADVANTA(	146992	120-3110-427001	OFFICE SUPPLIES	75.85
10/15/2020	3459234660	STAPLES BUSINESS ADVANTA(	146992	119-4110-427001	OFFICE SUPPLIES	38.97
10/15/2020	3459234661	STAPLES BUSINESS ADVANTA(	146992	110-2110-427001	OFFICE SUPPLIES	29.58
10/17/2020	3459449715	STAPLES BUSINESS ADVANTA(	146992	110-1310-427001	OFFICE SUPPLIES	29.1
10/17/2020	3459449715	STAPLES BUSINESS ADVANTA(	146992	622-4153-427001	OFFICE SUPPLIES	29.11
10/17/2020	3459449715	STAPLES BUSINESS ADVANTA(	146992	645-4161-427001	OFFICE SUPPLIES	29.11
					Vendor 1163 - STAPLES BUSINESS ADVANTAGE Total:	**843.73**
Vendor: 1328 - SWIFT LAWN & GARDEN						
10/26/2020	8036	SWIFT LAWN & GARDEN	146993	285-6220-425015	Landscape Services	6206.9
10/26/2020	8073	SWIFT LAWN & GARDEN	146993	288-6242-425015	Landscape Services	262.53
10/26/2020	8079	SWIFT LAWN & GARDEN	146993	288-6244-425015	Landscape Services	807.57
10/26/2020	8081	SWIFT LAWN & GARDEN	146993	288-6243-425015	Landscape Services	538.42
					Vendor 1328 - SWIFT LAWN & GARDEN Total:	**7815.42**
Vendor: 01128 - SWRCB/DWOCP						
10/27/2020	INFANTE, O	SWRCB/DWOCP	146994	622-4151-416005	GRADE 1 CERTIFICATION	125
					Vendor 01128 - SWRCB/DWOCP Total:	**125**
Vendor: 285 - TESCO CONTROLS						
10/14/2020	0071710-IN	TESCO CONTROLS	146995	622-4152-425003	CONTRACT SERVICES	7000
10/14/2020	0071710-IN	TESCO CONTROLS	146995	645-4160-425003	CONTRACT SERVICES	7000
10/22/2020	0071820-IN	TESCO CONTROLS	146995	622-4150-425003	MISC REPAIR	375
					Vendor 285 - TESCO CONTROLS Total:	**14375**
Vendor: 498 - TNT TOWING						
09/08/2020	9/8/20	TNT TOWING	146996	110-2110-427004	CAR TOWS	480
					Vendor 498 - TNT TOWING Total:	**480**
Vendor: 1446 - TOP DOG POLICE K9 AND CONSULTING, LLC						
09/28/2020	20-07	TOP DOG POLICE K9 AND CON	146997	110-246-4600	MAINTENANCE TRAINING	575
					Vendor 1446 - TOP DOG POLICE K9 AND CONSULTING, LLC Total:	**575**
Vendor: 281 - TP EXPRESS						
09/14/2020	26194	TP EXPRESS	146998	237-1910-425003	N SECOND AVE	350
09/15/2020	26236	TP EXPRESS	146998	237-1910-425003	GREGER ST	300
09/15/2020	26236	TP EXPRESS	146998	565-7215-427006	GREGER ST	165
					Vendor 281 - TP EXPRESS Total:	**815**
Vendor: 291 - TROMBETTA ELECTRICS DISTRIBUTORS						
10/14/2020	176609	TROMBETTA ELECTRICS DISTR	146999	110-2210-424001	HORN CONTROL REBUILD	425.06
					Vendor 291 - TROMBETTA ELECTRICS DISTRIBUTORS Total:	**425.06**
Vendor: 978 - U.S. BANK						
09/22/2020	ADM-1 1899 092220	U.S. BANK	146907	110-1910-420003	COMCAST	92.14

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09/22/2020	ADM-1 1899 092220	U.S. BANK	146907	110-1910-420003	COMCAST	97.14
09/22/2020	ADM-1 1899 092220	U.S. BANK	146907	110-2110-420003	COMCAST	92.13
09/22/2020	ADM-1 1899 092220	U.S. BANK	146907	110-2110-420003	COMCAST	97.13
09/22/2020	ADM-1 1899 092220	U.S. BANK	146907	117-7460-420003	COMCAST	126.15
09/22/2020	ADM-1 1899 092220	U.S. BANK	146907	117-7460-420003	COMCAST	116.15
09/22/2020	ADM-1 1899 092220	U.S. BANK	146907	270-1910-425003	LIVESTREAM	49
09/22/2020	ADM-1 1899 092220	U.S. BANK	146907	525-1910-425012	MICROSOFT	39.99
09/22/2020	ADM-1 1899 092220	U.S. BANK	146907	622-4151-425003	AMAZON	54.14
09/22/2020	ADM-1 1899 092220	U.S. BANK	146907	622-4151-425003	AYERA	398
09/22/2020	ADM-1 1899 092220	U.S. BANK	146907	622-4152-427006	AMAZON	10.27
09/22/2020	ADM-1 1899 092220	U.S. BANK	146907	622-4152-427006	HOME DEPOT	18.4
09/22/2020	ADM-1 1899 092220	U.S. BANK	146907	622-4152-427006	AMAZON	27.09
09/22/2020	ADM-1 1899 092220	U.S. BANK	146907	622-4152-427006	AMAZON	429.14
09/22/2020	ADM-1 1899 092220	U.S. BANK	146907	645-4160-427006	AMAZON	429.14
09/22/2020	ADM-1 1899 092220	U.S. BANK	146907	645-4160-427006	AMAZON	27.08
09/22/2020	ADM-1 1899 092220	U.S. BANK	146907	645-4160-427006	AMAZON	10.27
09/22/2020	ADM-1 1899 092220	U.S. BANK	146907	645-4160-427006	HOME DEPOT	18.4
09/22/2020	ADM-1 1899 092220	U.S. BANK	146907	645-4161-427006	AMAZON	27.07
09/22/2020	ADM-1 1899 092220	U.S. BANK	146907	657-4170-425003	AYERA	199
09/22/2020	ADM-2 4894 092220	U.S. BANK	146907	110-1110-416002	CONFERENCE/TRAVEL	50
09/22/2020	ADM-2 4894 092220	U.S. BANK	146907	110-1910-427006	AMAZON	30.99
09/22/2020	ADM-2 4894 092220	U.S. BANK	146907	110-1910-427006	UBERCONFERENCE	20
09/22/2020	ADM-3 2821 092220	U.S. BANK	146907	110-1130-425003	NNA SERVICES	98
09/22/2020	ADM-4 6505 092220	U.S. BANK	146907	110-1120-427001	MISC SUPPLIES	14.08
09/22/2020	ADM-4 6505 092220	U.S. BANK	146907	110-1120-427001	OFFICE SUPPLIES	136.06
09/22/2020	ADM-4 6505 092220	U.S. BANK	146907	110-1120-427001	MISC SUPPLIES	276.16
09/22/2020	ADM-4 6505 092220	U.S. BANK	146907	110-2110-425006	INTERVIEW SUPPLIES	62.13
09/22/2020	ADM-4 6505 092220	U.S. BANK	146907	110-2110-425006	INTERVIEW SUPPLIES	258.12
09/22/2020	FAC-1 1563 092220	U.S. BANK	146907	118-7320-416005	ANNUAL MEMBERSHIP	60
09/22/2020	FAC-2 6423 092220	U.S. BANK	146907	110-7413-424001	OAKDALE ACE	93.44
09/22/2020	FAC-2 6423 092220	U.S. BANK	146907	110-7413-424001	OAKDALE ACE	33.57
09/22/2020	FAC-2 6423 092220	U.S. BANK	146907	110-7413-424001	HOME DEPOT	159.01
09/22/2020	FAC-2 6423 092220	U.S. BANK	146907	110-7413-424001	OAKDALE ACE	19.59
09/22/2020	FAC-2 6423 092220	U.S. BANK	146907	110-7413-424001	OAKDALE ACE	17.11
09/22/2020	FAC-2 6423 092220	U.S. BANK	146907	110-7413-424001	HOME DEPOT	114.92
09/22/2020	FAC-2 6423 092220	U.S. BANK	146907	110-7413-424001	OAKDALE ACE	44.4
09/22/2020	FAC-2 6423 092220	U.S. BANK	146907	110-7413-424001	OAKDALE ACE	41.48
09/22/2020	FAC-2 6423 092220	U.S. BANK	146907	110-7413-424002	TRACTOR SUUPLY	65.01
09/22/2020	FAC-2 6423 092220	U.S. BANK	146907	110-7413-427006	AMAZON	224.33
09/22/2020	FAC-2 6423 092220	U.S. BANK	146907	117-7440-424001	HOME DEPOT	56.48
09/22/2020	FAC-2 6423 092220	U.S. BANK	146907	117-7440-427004	OAKDALE ACE	19.49
09/22/2020	PD-1 0210 092220	U.S. BANK	146907	110-2110-427001	STAPLES	15.41

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09/22/2020	PD-1 0210 092220	U.S. BANK	146907	110-2110-427004	OAKDALE ACE	33.52
09/22/2020	PD-1 0210 092220CR	U.S. BANK	146907	110-2110-416002	US BANK STATEMENT SEPT. 2(	-150
09/22/2020	PD-2 5779 092220	U.S. BANK	146907	110-2160-425003	ACES	251.28
09/22/2020	PD-2 5779 092220	U.S. BANK	146907	110-2160-425003	CITY OF TURLOCK	100
09/22/2020	PD-2 5779 092220	U.S. BANK	146907	110-2161-425003	ACES	251.28
09/22/2020	PD-2 5779 092220	U.S. BANK	146907	110-2161-425003	CITY OF TURLOCK	100
09/22/2020	PD-3 9825 092220	U.S. BANK	146907	110-2110-416002	GOLDEN VALLEY AWARDS	30.07
09/22/2020	PD-3 9825 092220	U.S. BANK	146907	110-2110-416002	TRAINING	29.94
09/22/2020	PD-4 6477 092220	U.S. BANK	146907	110-2110-427004	MISC SUPPLIES	7.58
09/22/2020	PD-4 6477 092220	U.S. BANK	146907	110-2110-427004	STAPLES	107.86
09/22/2020	PD-4 6477 092220	U.S. BANK	146907	110-2110-427022	FUEL	59.99
09/22/2020	PD-5 6485 092220	U.S. BANK	146907	110-2110-427022	FUEL	62.36
09/22/2020	PD-7 2787 092220	U.S. BANK	146907	110-2110-425003	ATLAS BUSINESS SOLUTIONS	182
09/22/2020	PD-7 2787 092220	U.S. BANK	146907	110-2110-425006	INNOVATIVE CREDIT	30
09/22/2020	PD-7 2787 092220	U.S. BANK	146907	110-2110-427004	MISC SUPPLIES	110.09
09/22/2020	PD-7 2787 092220	U.S. BANK	146907	110-2110-427004	MISC SUPPLIES	107.85
09/22/2020	PD-7 2787 092220	U.S. BANK	146907	110-2110-427004	READY FRESH	66.93
09/22/2020	PD-7 2787 092220	U.S. BANK	146907	110-2110-427004	MISC SUPPLIES	23.68
09/22/2020	PD-7 2787 092220	U.S. BANK	146907	110-2110-427004	MISC SUPPLIES	191.17
09/22/2020	PD-7 2787 092220	U.S. BANK	146907	110-2110-429000	USPS	26.35
09/22/2020	PD-7 2787 092220	U.S. BANK	146907	110-2160-425003	READY FRESH	2.16
09/22/2020	PD-7 2787 092220	U.S. BANK	146907	110-2160-425003	USPS	13.98
09/22/2020	PD-7 2787 092220	U.S. BANK	146907	110-2161-425003	READY FRESH	2.16
09/22/2020	PD-7 2787 092220	U.S. BANK	146907	110-2161-425003	USPS	13.97
09/22/2020	PD-7 2787 092220	U.S. BANK	146907	110-2161-425003	MISC SUPPLIES	79.5
09/22/2020	PD-7 2787 092220	U.S. BANK	146907	110-2161-427006	MISC SUPPLIES	12.85
09/22/2020	PD-7 2787 092220	U.S. BANK	146907	743-2110-425003	EMBRACE PET INSURANCE	113.44
09/22/2020	PD-7 8002 092220	U.S. BANK	146907	110-2110-424003	AMAZON	364.13
09/22/2020	PD-8 7622 092220	U.S. BANK	146907	110-2110-427004	MISC. SUPPLIES	344.34
09/22/2020	PD-8 7622 092220	U.S. BANK	146907	237-1910-425003	MISC. SUPPLIES	193.5
09/22/2020	PD-9 8974 092220	U.S. BANK	146907	110-2110-416002	TRAINING	290.25
09/22/2020	PD-9 8974 092220	U.S. BANK	146907	110-2110-416002	TRAINING	163.61
09/22/2020	PD-9 8974 092220	U.S. BANK	146907	110-2110-427001	STAPLES	32.35
09/22/2020	PD-9 8974 092220	U.S. BANK	146907	237-1910-425003	MISC SUPPLIES	17.95
09/22/2020	PW-1 8837 092220	U.S. BANK	146907	110-7210-427006	AMAZON	39.54
09/22/2020	PW-1 8837 092220	U.S. BANK	146907	237-1910-425003	AMAZON	24.29
09/22/2020	PW-1 8837 092220	U.S. BANK	146907	237-1910-425003	AMAZON	136.51
09/22/2020	PW-1 8837 092220	U.S. BANK	146907	622-4152-427001	AMAZON	112.45
09/22/2020	PW-1 8837 092220	U.S. BANK	146907	622-4152-427001	STAPLES	49.55
09/22/2020	PW-1 8837 092220	U.S. BANK	146907	622-4152-427001	AMAZON	39.54
09/22/2020	PW-1 8837 092220	U.S. BANK	146907	622-4152-427001	STAPLES	247.77
09/22/2020	PW-1 8837 092220	U.S. BANK	146907	622-4152-427001	STAPLES	25.03

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09/22/2020	PW-1 8837 092220	U.S. BANK	146907	645-4160-427001	AMAZON	307.49
09/22/2020	PW-1 8837 092220	U.S. BANK	146907	645-4160-427001	STAPLES	247.78
09/22/2020	PW-1 8837 092220	U.S. BANK	146907	645-4160-427001	AMAZON	208.59
09/22/2020	PW-1 8837 092220	U.S. BANK	146907	645-4160-427001	STAPLES	40.27
09/22/2020	PW-1 8837 092220	U.S. BANK	146907	645-4160-427001	STAPLES	49.55
09/22/2020	PW-1 8837 092220	U.S. BANK	146907	645-4160-427006	LEATHERMAN	292.45
09/22/2020	PW-2 8860 092220	U.S. BANK	146907	120-3130-416002	TRAINING	75
09/22/2020	PW-3 0327 092220	U.S. BANK	146907	110-4142-427006	OAKDALE ACE	36.27
09/22/2020	PW-3 0327 092220	U.S. BANK	146907	110-4142-427006	HOME DEPOT	94.41
09/22/2020	PW-3 0327 092220	U.S. BANK	146907	110-4142-427006	SJAPCD	103.64
09/22/2020	PW-3 0327 092220	U.S. BANK	146907	110-4142-427006	GRAINGER	903.98
09/22/2020	PW-3 0327 092220	U.S. BANK	146907	110-4142-427006	OAKDALE ACE	3.24
09/22/2020	PW-4 0335 092220	U.S. BANK	146907	645-4160-416002	TRAVEL/LODGING	155.68
09/22/2020	PW-4 0335 092220	U.S. BANK	146907	645-4160-416002	TRAINING	115
09/22/2020	PW-4 0335 092220	U.S. BANK	146907	645-4160-427006	OAKDALE ACE	15.16
09/22/2020	PW-4 0335 092220	U.S. BANK	146907	645-4160-427006	OAKDALE ACE	30.61
09/22/2020	PW-4 0335 092220	U.S. BANK	146907	645-4160-427006	TRACTOR SUPPLY	41.57
09/22/2020	PW-4 0335 092220	U.S. BANK	146907	645-4160-427006	AMAZON	113.62
09/22/2020	PW-5 0368 092220	U.S. BANK	146907	110-7210-416005	TRAINING	160
09/22/2020	PW-5 0368 092220	U.S. BANK	146907	110-7210-427006	OAKDALE ACE	455.16
09/22/2020	PW-5 0368 092220	U.S. BANK	146907	110-7210-427006	AMAZON	135.11
09/22/2020	PW-5 0368 092220	U.S. BANK	146907	285-6220-424007	ANDERSON TREE EXPERTS	2200
09/22/2020	PW-5 0368 092220	U.S. BANK	146907	565-7215-441005	WESTURF NURSERY	795.2
09/22/2020	PW-5 0368 092220	U.S. BANK	146907	565-7215-441005	OAKDALE ACE	498.47
09/22/2020	PW-6 4300 092220	U.S. BANK	146907	645-4160-427006	OAKDALE ACE	32.45
09/22/2020	PW-7 8872 092220	U.S. BANK	146907	622-4151-416005	CWEA	283
09/22/2020	PW-7 8872 092220	U.S. BANK	146907	622-4151-427006	OAKDALE ACE	10.38
09/22/2020	PW-7 8872 092220	U.S. BANK	146907	622-4151-427006	HOME DEPOT	78.69
09/22/2020	PW-9 0624 092220	U.S. BANK	146907	119-4110-427006	MISC SUPPLIES	20.59
09/22/2020	PW-9 8880 092220	U.S. BANK	146907	110-2110-424003	GT AUTOMOTIVE	905.27
09/22/2020	PW-9 8880 092220	U.S. BANK	146907	110-4120-441005	TRACTOR SUPPLY	67.16
09/22/2020	PW-9 8880 092220	U.S. BANK	146907	110-4120-441005	AMAZON	343.06
09/22/2020	PW-9 8880 092220	U.S. BANK	146907	110-4142-424003	OAKDALE AUTO PARTS	144.19
09/22/2020	PW-9 8880 092220	U.S. BANK	146907	110-7210-424003	TRACTOR SUPPLY	93.09
09/22/2020	PW-9 8880 092220	U.S. BANK	146907	110-7210-424003	TRACTOR SUPPLY	124.61
09/22/2020	PW-9 8880 092220	U.S. BANK	146907	110-7210-427006	OAKDALE ACE	40.91
09/22/2020	PW-9 8880 092220	U.S. BANK	146907	565-7215-441005	HARBOR FREIGHTS	134.83
09/22/2020	PW-9 8880 092220	U.S. BANK	146907	622-4152-424003	OAKDALE AUTO PARTS	15.07
09/22/2020	PW-9 8880 092220	U.S. BANK	146907	622-4152-427006	AMAZON	285.73
09/22/2020	PW-9 8880 092220	U.S. BANK	146907	645-4160-427006	TRACTOR SUPPLY	118.52
09/22/2020	PW-9-1 6435 092220	U.S. BANK	146907	645-4160-427006	OAKDALE ACE	26.28
09/22/2020	PW-9-1 6435 092220	U.S. BANK	146907	645-4160-427006	TRACTOR SUPPLY	18.41

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09/22/2020	PW-9-2 2438 092220	U.S. BANK	146907	110-4140-427006	OAKDALE ACE	43.34
09/22/2020	PW-9-2 2438 092220	U.S. BANK	146907	110-4140-427006	OAKDALE ACE	35.73
09/22/2020	PW-9-2 2438 092220	U.S. BANK	146907	110-4140-427006	FRANTZ GARDEN CENTER	106.8
09/22/2020	PW-9-2 2438 092220	U.S. BANK	146907	110-4140-427006	OAKDALE ACE	19.04
09/22/2020	PW-9-2 2438 092220	U.S. BANK	146907	110-4140-427006	CONLIN SUPPLY	18.06
09/22/2020	PW-9-2 2438 092220	U.S. BANK	146907	286-6230-424007	OAKDALE ACE	26.74
09/22/2020	PW-9-2 2438 092220	U.S. BANK	146907	622-4152-427006	OAKDALE ACE	16.24
09/22/2020	PW-9-2 2438 092220	U.S. BANK	146907	622-4152-427006	O'REILLYS	25.97
09/22/2020	PW-9-2 2438 092220	U.S. BANK	146907	645-4160-427006	OAKDALE ACE	16.24
09/22/2020	PW-9-3 7025 092220	U.S. BANK	146907	110-7210-427006	AMERINE SYSTEMS	186.89
09/22/2020	PW-9-3 7025 092220	U.S. BANK	146907	110-7210-427006	OAKDALE ACE	95.72
09/22/2020	PW-9-4 7041 092220	U.S. BANK	146907	565-7215-427006	AMAZON	16.2
09/22/2020	PW-9-4 7041 092220	U.S. BANK	146907	565-7215-427006	OAKDALE ACE	118.1
09/22/2020	PW-9-5 1092 092220	U.S. BANK	146907	622-4152-427006	OAKDALE ACE	104
09/22/2020	PW-9-6 9951 092220	U.S. BANK	146907	622-4152-427006	OAKDALE ACE	62.82
09/22/2020	PW-9-7 0267 092220	U.S. BANK	146907	565-7215-427006	AMAZON	79.09
09/22/2020	PW-9-8 0283 092220	U.S. BANK	146907	110-4140-427006	BOOT BARN	197.33
09/22/2020	PW-9-8 0283 092220	U.S. BANK	146907	622-4152-427006	OAKDALE ACE	49.83
09/22/2020	PW-9-9 6790 092220	U.S. BANK	146907	645-4160-427006	OAKDALE ACE	30.72
09/22/2020	PW-9-9 6790 092220	U.S. BANK	146907	645-4160-427006	OAKDALE ACE	24.83
09/22/2020	PW-9-A 6972 092220	U.S. BANK	146907	110-4140-427006	OAKDALE ACE	34.7
09/22/2020	PW-9-A 6972 092220	U.S. BANK	146907	110-4140-427006	P & L CONCRETE	100.27
09/22/2020	PW-9-A 6972 092220	U.S. BANK	146907	110-4140-427006	OAKDALE ACE	47.66
09/22/2020	PW-9-A 6972 092220	U.S. BANK	146907	110-4140-427006	OAKDALE ACE	51.77
09/22/2020	PW-9-A 6972 092220	U.S. BANK	146907	110-4140-427006	HOME DEPOT	76.99
09/22/2020	PW-9-B 1731 092220	U.S. BANK	146907	622-4151-427006	O'REILLYS	32.47
09/22/2020	PW-9-B 1731 092220	U.S. BANK	146907	622-4151-427006	TARGET	37.8
09/22/2020	PW-9-B 1731 092220	U.S. BANK	146907	622-4151-427006	O'REILLYS	39
09/22/2020	PW-9-B 1731 092220	U.S. BANK	146907	622-4151-427006	OAKDALE ACE	64.7
09/22/2020	PW-9-B 1731 092220	U.S. BANK	146907	622-4151-427006	GREEN RUBBER KENNEY	66.54
09/22/2020	PW-9-B 1731 092220	U.S. BANK	146907	622-4151-427006	ALHAMBRA	81.17
09/22/2020	PW-9-B 1731 092220	U.S. BANK	146907	622-4151-427006	O'REILLYS	146.72
09/22/2020	PW-9-B 1731 092220	U.S. BANK	146907	622-4151-427006	HOME DEPOT	157.32
09/22/2020	PW-9-B 1731 092220	U.S. BANK	146907	622-4151-427006	ULINE	193.22
09/22/2020	PW-9-B 1731 092220	U.S. BANK	146907	622-4151-427006	HOME DEPOT	28.23
09/22/2020	PW-9-B 1731 092220	U.S. BANK	146907	622-4151-427006	HOME DEPOT	32.25
09/22/2020	PW-9-C 8282 092220	U.S. BANK	146907	622-4151-424002	MCMASTER	155.58
09/22/2020	PW-9-C 8282 092220	U.S. BANK	146907	622-4151-424002	OREILLYS	-17.33
09/22/2020	PW-9-C 8282 092220	U.S. BANK	146907	622-4151-424002	OREILLYS	30.28
09/22/2020	PW-9-C 8282 092220	U.S. BANK	146907	622-4151-424002	MOTION INDUSTRIES	64.36
09/22/2020	PW-9-C 8282 092220	U.S. BANK	146907	622-4151-424002	O'REILLYS	67.17
09/22/2020	PW-9-C 8282 092220	U.S. BANK	146907	622-4151-424002	MOTION INDUSTRIES	95.88

City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 10/24/2020 - 11/9/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
09/22/2020	PW-9-C 8282 092220	U.S. BANK	146907	622-4151-424002	MCMASTER CARR	136.71
09/22/2020	PW-9-C 8282 092220	U.S. BANK	146907	622-4151-424002	B & B FLUID POWER	407.2
09/22/2020	PW-9-C 8282 092220	U.S. BANK	146907	622-4151-424003	O'REILLYS	43.58
09/22/2020	PW-9-D 1216 092220	U.S. BANK	146907	110-4140-427006	OAKDALE ACE	20.55
09/22/2020	PW-9-D 1216 092220	U.S. BANK	146907	110-4140-427006	OAKDALE ACE	18.58
09/22/2020	PW-9-D 1216 092220	U.S. BANK	146907	110-4140-427006	SAFE-T-LITE	454.81
09/22/2020	PW-9-E 1240 092220	U.S. BANK	146907	110-4140-427006	BOOT BARN	195.24
09/22/2020	PW-9-E 1240 092220	U.S. BANK	146907	110-4140-427006	OAKDALE ACE	53.48
09/22/2020	PW-9-F 9837 092220	U.S. BANK	146907	284-6210-424009	OAKDALE ACE	267.93
09/22/2020	PW-9-F 9837 092220	U.S. BANK	146907	286-6230-424009	CONLIN SUPPLY	10.96
09/22/2020	PW-9-F 9837 092220	U.S. BANK	146907	286-6230-424009	AMERINE SYSTEMS	236.91
09/22/2020	PW-9-F 9837 092220	U.S. BANK	146907	286-6230-424009	OAKDALE ACE	35.72
09/22/2020	PW-9-F 9837 092220	U.S. BANK	146907	286-6230-424009	HOME DEPOT	24.79
09/22/2020	PW-9-F 9837 092220	U.S. BANK	146907	565-7215-427006	TRACTOR SUPPLY	54.17
09/22/2020	PW-9-G 2106 092220	U.S. BANK	146907	110-4142-427006	HOME DEPOT	102.71
09/22/2020	PW-9-H 4382 092220	U.S. BANK	146907	645-4160-425003	DRAY HEATING & AIR	659
09/22/2020	PW-9-H 4382 092220	U.S. BANK	146907	645-4160-427006	OAKDALE ACE	8.1
					Vendor 978 - U.S. BANK Total:	**23619.8**
Vendor: 01166 - UNITED PAVEMENT MAINTENANCE INC.- HUGHSON						
09/30/2020	10500	UNITED PAVEMENT MAINTEN	147000	316-4149-442001	MAAG & E STREET REHAB	33858
10/15/2020	10507	UNITED PAVEMENT MAINTEN	147000	349-4150-442001	WEST F ST PROJECT	212968.16
10/19/2020	10522	UNITED PAVEMENT MAINTEN	147000	316-4149-442001	FIRST AVE PROJECT	32317
10/19/2020	10522	UNITED PAVEMENT MAINTEN	147000	621-4159-442001	FIRST AVE PROJECT	24308.31
10/19/2020	10522	UNITED PAVEMENT MAINTEN	147000	644-4169-442001	FIRST AVE PROJECT	13935.82
					Vendor 01166 - UNITED PAVEMENT MAINTENANCE INC.- HUGHSON Total:	**317387.29**
Vendor: 299 - UNITED WAY OF STANISLAUS						
10/30/2020	INV00812	UNITED WAY OF STANISLAUS	146918	110-219-1300	UNITED WAY OF STANISLAUS	2
					Vendor 299 - UNITED WAY OF STANISLAUS Total:	**2**
Vendor: 308 - VERIZON WIRELESS						
10/18/2020	270617885-00001 10/18/20	VERIZON WIRELESS	147001	110-7210-420004	TELEPHONE	111.69
10/18/2020	270617885-00001 10/18/20	VERIZON WIRELESS	147001	565-7215-420004	TELEPHONE	189.33
10/19/2020	570628357-00001 10/19/20	VERIZON WIRELESS	147001	110-2110-420004	TELEPHONE	1040.66
10/19/2020	570628357-00001 10/19/20	VERIZON WIRELESS	147001	110-2110-427004	TELEPHONE	33.5
10/19/2020	970617907-00001 10/19/20	VERIZON WIRELESS	147001	110-7413-420004	TELEPHONE	147.17
10/19/2020	970617907-00001 10/19/20	VERIZON WIRELESS	147001	118-7320-420004	TELEPHONE	34.66
10/26/2020	372078107-00002 10/26/20	VERIZON WIRELESS	147001	110-2110-420003	TELEPHONE	608.16
10/26/2020	570624185-00001 10/26/20	VERIZON WIRELESS	147001	110-4120-420004	TELEPHONE	72.94
10/26/2020	570624185-00001 10/26/20	VERIZON WIRELESS	147001	110-4140-425003	TELEPHONE	41.99
10/26/2020	570624185-00001 10/26/20	VERIZON WIRELESS	147001	119-4110-420004	TELEPHONE	78.46
10/26/2020	570624185-00001 10/26/20	VERIZON WIRELESS	147001	119-4110-427006	TELEPHONE	200.24
10/26/2020	570624185-00001 10/26/20	VERIZON WIRELESS	147001	120-3130-420004	TELEPHONE	107.05
10/26/2020	570624185-00001 10/26/20	VERIZON WIRELESS	147001	622-4151-420004	TELEPHONE	317.36

City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 10/24/2020 - 11/9/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
10/26/2020	570624185-00001 10/26/20	VERIZON WIRELESS	147001	622-4152-420004	TELEPHONE	770.23
10/26/2020	570624185-00001 10/26/20	VERIZON WIRELESS	147001	645-4160-420004	TELEPHONE	666.82
10/26/2020	870628391-00001 10/26/20	VERIZON WIRELESS	147001	110-1910-420003	TELEPHONE	266.07
10/26/2020	870628391-00001 10/26/20	VERIZON WIRELESS	147001	110-2110-420003	TELEPHONE	280.88
					Vendor 308 - VERIZON WIRELESS Total:	**4967.21**
Vendor: 1435 - VSS INTERNATIONAL, INC.						
11/15/2019	20019174 RET	VSS INTERNATIONAL, INC.	147002	215-4149-442001	GREGER/WILLOWOOD RETEN	10229.47
12/11/2019	777 RET	VSS INTERNATIONAL, INC.	147002	215-4149-442001	GREGER/WILLOWOOD RETEN	2820.53
					Vendor 1435 - VSS INTERNATIONAL, INC. Total:	**13050**
Vendor: 324 - WESTURF NURSERY						
10/19/2020	748219	WESTURF NURSERY	147003	110-4140-427006	MISC. EQUIPMENT	1306.15
					Vendor 324 - WESTURF NURSERY Total:	**1306.15**
Vendor: 1560 - WGR SOUTHWEST, INC.						
09/26/2020	24171	WGR SOUTHWEST, INC.	147004	622-4150-425003	MS4 STORM WATER SERVICES	1200
09/26/2020	24172	WGR SOUTHWEST, INC.	147004	720-3110-425003	MS4 STORM WATER INSPECTI	165
09/26/2020	24172	WGR SOUTHWEST, INC.	147004	720-3110-425003	MS4 STORM WATER INSPECTI	330
09/26/2020	24172	WGR SOUTHWEST, INC.	147004	720-3110-425003	MS4 STORM WATER INSPECTI	330
09/26/2020	24172	WGR SOUTHWEST, INC.	147004	720-3110-425003	MS4 STORM WATER INSPECTI	165
10/18/2020	24263	WGR SOUTHWEST, INC.	147004	720-3110-425003	MS4 STORM WATER INSPECTI	165
10/18/2020	24263	WGR SOUTHWEST, INC.	147004	720-3110-425003	MS4 STORM WATER INSPECTI	165
10/18/2020	24263	WGR SOUTHWEST, INC.	147004	720-3110-425003	MS4 STORM WATER INSPECTI	165
10/18/2020	24263	WGR SOUTHWEST, INC.	147004	720-3110-425003	MS4 STORM WATER INSPECTI	165
10/18/2020	24275	WGR SOUTHWEST, INC.	147004	657-4170-425003	CONTRACT SERVICES	312.5
10/18/2020	24276	WGR SOUTHWEST, INC.	147004	657-4170-425003	ANNUAL REPORT	4500
					Vendor 1560 - WGR SOUTHWEST, INC. Total:	**7662.5**
					Grand Total:	**1543952.99**

AGENDA ITEM 9.3:

By Motion, Waive all Readings of Ordinances and Resolutions, except by Title.

AGENDA ITEM 9.4:

CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Meeting Date: November 16, 2020

To: Mayor J.R. McCarty and Members of the Oakdale City Council

From: Julie Christel, Council Services and Legislative Records Manager

Subject: Resolution of the City Council of the City of Oakdale Approving an Update to the City's Conflict of Interest Code.

I. BACKGROUND

Pursuant to the Political Reform Act, the City adopted a Conflict of Interest Code ("Code") which consists of standard provisions contained in Section 18730 of Title 2 of the California Code of Regulations, adopted by the Fair Political Practice Commission ("FPPC"). The City's Code also designates City officials, officers, employees, and consultants who make or participate in making governmental decisions. Those in designated positions must disclose their financial interests and disqualify themselves from making, or participating in making, governmental decisions affecting those interests.

Under the Political Reform Act, each local government agency must review its Code biennially on even numbered years to update its standard provisions and designated officials list. Changes are required when the City changes staff positions and duties. On September 21, 2020, staff submitted a biennial notice to the City Council indicating that a review of the City's Code was necessary. At that meeting, City Council provided directed to staff to review the City's Conflict of Interest Code for necessary updates and to submit the findings at the November 16, 2020 City Council meeting.

II. ANALYSIS

Staff conducted a thorough review of the City's Conflict of Interest Code and determined that one minor update in the Designated Officials and Employees section (Exhibit A) of the Code is necessary to reflect a change in the title to the position of "Management Analyst – City Manager's Office." This position was converted to the position of "Assistant to the City Manager" by way of City Council Resolution 2020-026 on March 16, 2020. The Code will need to be updated by deleting the title "Management Analyst – City Manager's Office" and replacing it with the title "Assistant to the City Manager."

Designated Positions (Exhibit A)	Disclosure Category (Exhibit B)
~~Management Analyst – City Manager's Office~~ Assistant to the City Manager	2

No other update to the Code is necessary.

III. FISCAL IMPACT

There is no fiscal impact due to updating the City's Conflict of Interest Code.

IV. RECOMMENDED ACTION

Staff recommends City Council adopt a Resolution approving the update to the Conflict of Interest Code.

V. ATTACHMENTS

A. Proposed Resolution 2020-___
Exhibit A – Designated Officials and Employees
Exhibit B – Appendix of Disclosure Categories
Exhibit C – Conflict of Interest Code

IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA
CITY COUNCIL RESOLUTION 2020-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKDALE APPROVING AN UPDATE TO THE CITY'S CONFLICT OF INTEREST CODE

WHEREAS, under the Political Reform Act (the "Act") all public agencies are required to adopt and publicize a Conflict of Interest Code (the "Code") and the Act provides the main body of the Code and includes provisions such as the manner to report financial interests, disqualification procedures, and when to file a report; and

WHEREAS, the City must designate City positions that require Statement of Economic Interest, Form 700 filings; and the Act provides that the Code must assign disclosure categories specifying the types of interests to be reported by employees serving in designated positions; and

WHEREAS, staff has conducted a review and determined that an amendment to the Code is necessary; and

WHEREAS, the City will continue to incorporate by reference the standard Conflict of Interest Code model adopted by the Fair Political Practices Commission (FPPC), Title 2, Division 6, Sections 18730 and 18730.1 of the California Code of Regulations, and amendments to it, which will minimize the actions required by the City Council to keep the Code in conformity with the Political Reform Act; and

WHEREAS, language in the Code's Designated Positions, attached hereto as Exhibit A, is amended to reflect a change in the job title of one of the Designated Positions as determined by the City Attorney after a full analysis of the Code; and

WHEREAS, the Code's Disclosure Categories, attached hereto as Exhibit B, shall be used by the City's officials and employees serving in Designated Positions to determine the level of disclosure required in filing a Statement of Economic Interests, Form 700.

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** of the **CITY OF OAKDALE** does hereby declare, determine and order as follows:

1. The terms of Title 2, Division 6, Sections 18730 and 18730.1 of the California Code of Regulations, and any amendments to it duly adopted by the FPPC, along with the attached Exhibit A and Exhibit B, in which Designated Positions and Disclosure Categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of the City of Oakdale.

2. Persons holding Designated Positions shall file Statements of Economic Interests, Form 700, pursuant to the Code with the City Clerk. The City Clerk shall serve as the Filing Officer and make Statements of Economic Interest available to the public for inspection or reproduction.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED at a regular meeting of the **CITY COUNCIL** of the **CITY OF OAKDALE** held on the **16th** day of **November, 2020,** by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAINED: COUNCIL MEMBERS:

SIGNED:

ATTEST:

J.R. McCarty, Mayor

Rouzé Roberts, City Clerk

EXHIBIT A

CONFLICT OF INTEREST CODE
DESIGNATED POSITIONS

Designated Positions	Disclosure Category (Refer to Exhibit B)
Assistant to the City Manager	2
Chief of Police	2
City Clerk	2
City Engineer	1, 2 and 3
Consultants	1, 2 and 3
Deputy Fire Chief	2
Equipment Coordinator	2
Finance Director	1, 2 and 3
Fire Chief	2
Fire Marshal	2
Lead Maintenance Worker	2
Management Analyst – Public Services Department	1, 2 and 3
Police Lieutenant	2
Public Services Director	1, 2 and 3
Public Works Superintendent	1, 2 and 3
Recreation Supervisor	2
Senior Building Inspector	1, 2 and 3
Supervisor of Accounting Services	2
Waste Water Treatment Plant Supervisor	2

**Consultants shall be included in the list of designated employees and shall be subject to disclosure categories 1, 2 and 3 subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a designated position, is hired to perform a range of duties that is limited in scope, and thus, is not required to comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

EXHIBIT B

CONFLICT OF INTEREST CODE
ECONOMIC INTEREST DISCLOSURE CATEGORIES

An investment, interest in real property, or income (including gifts, loans, and travel payments) is reportable if the business entity in which the investment is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participation in by the designated employee by virtue of the employee's position.

City employees serving in the designated positions, as listed in Exhibit A, must disclose their economic interest(s) pursuant to the corresponding category/categories as indicated in the Disclosure Categories column.

DISCLOSURE CATEGORIES

Disclosure Category – 1:

a) All interest in real property, which are located in whole or in part within the City.

b) Investment in or incomes from persons or business entities engaged in the business of acquisition or disposal of real property within the City.

Disclosure Category – 2:

a) Investments in any business entity which, within the last two (2) years, has contracted or disposed of real property within the City.

b) Income from any source which, within the last two (2) years, has contracted, or foreseeably in the future may contract, with the City to provide services, supplies, materials, machinery, or equipment to the City.

c) Status as a director, officer, sole owner, partner, trustee, employee, or holder of a position of management in any contracted, or in the foreseeable future may contract, with the City to provide services, supplies, materials, machinery, or equipment to the City.

d) Investments and income otherwise reportable under paragraphs a) and b) of category 2, shall not be reportable unless the total amount of all contracts by the business entity to provide services, supplies, materials, machinery, or equipment to the City was more than $1,000.00 in the prior calendar year, or unless the total amount of all foreseeable contracts by the business entity to provide services, supplies, materials, machinery, or equipment to the City will be more than $1,000.00 in the next calendar year.

Disclosure Category – 3:

a) Investment in any business entity which, within the last calendar year, has been regulated by the City, or foreseeably may be regulated by the City in the next calendar year.

b) Each source of income, provided that the income was furnished by or on behalf of any business entity which, within the last calendar year, has been regulated the City, or foreseeably may be regulated by the City in the next calendar year.

c) Status as a director, officer, sole owner, partner, trustee, employee, or any position of management in any business entity which, within the last calendar year, has been regulated by the City, or foreseeably may be regulated by the City in the next calendar year.

EXHIBIT C

CONFLICT OF INTEREST CODE
Title 2, Division 6, California Code of Regulations Sections 18730 and 18730.1

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq . The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq .

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.1

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to

which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.2

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to

represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property3 is required to be reported,4 the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds $2,000, exceeds $10,000, exceeds $100,000, or exceeds $1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,5 the statement shall contain:

1. The name and address of each source of income aggregating $500 or more in value, or $50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was $1,000 or less, greater than $1,000, greater than $10,000, or greater than $100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,6 the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than $10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of $440.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than $440 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall,

while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed five hundred dollars ($500) at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date

he or she vacates office, receive a personal loan of $500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of $100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than $250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable

material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth $2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth $2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating $500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating $440 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value $1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

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1 Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

2 See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

3 For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

4 Investments and interests in real property which have a fair market value of less than $2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in

which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

5 A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

6 Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14). Certificate of Compliance included.

2. Editorial correction (Register 80, No. 29).

3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).

4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).

5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).

6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).

7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).

8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).

10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).

11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.

12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).

13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).

14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).

15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).

16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).

17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court

of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18730.1. Conflict of Interest Code: Reporting of Gifts.

Nothing contained in an agency's conflict of interest code shall be interpreted to require the reporting of gifts from outside the agency's jurisdiction if the purpose of disclosure of the source of the gift does not have some connection with or bearing upon the functions or duties of the position for which the reporting is required. Nothing in this language is intended to create an inference that all gifts within the jurisdiction are reportable.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 82028, 87100, 87103, 87207, 87300, 87302, 87309 and 89503, Government Code.

HISTORY

1. New section filed 10-3-2012; operative 11-2-2012. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2012, No. 40).

CO-SPONSORED

SPECIAL EVENTS APPLICATION

CITY OF OAKDALE
280 NORTH THIRD AVENUE – OAKDALE, CA 95361

Event Name: Oakdale's 12th Annual Old Fashion Downtown Christmas Market

Organization: Astro thrift and Gift Shop

Event Date: Saturday December 5th 2020

Event Times: Begin: 3 pm End: 9pm

Location: N. Third Ave. Oakdale, Ca. 95361

All requests require a minimum of 30 days to review.

1. This Application is made according to the rules set forth in Oakdale Municipal Code ("OMC"). In this Application, the phrase "Special Events Code" shall be used to refer to these Code requirements.
2. If the Applicant has any questions regarding the requirements of the Special Events Code, or this Application, a request for clarification should be made to **Julie Christel, Council Services and Legislative/Records Manager, at 845-3573**. However, no clarification made by the City is binding unless incorporated into the terms of the Special Events Permit.
3. Please provide the information requested in items "A1" through "A6" below. If any portion of the requested information does not apply to this Application, please indicate "N/A" for that item.

A. **The name, address, and telephone numbers of each of the following:**

A1. The person filing the application:

Name: McKaela Golding

Address: 116 N. Third Ave.

Oakdale, Ca. 95361

Phone: _____ Cell: _____

A2. An alternate person to contact if an emergency arises (someone other than a City employee) and the applicant is unavailable:

Name: Tammy Golding

Address: 116 N. Third Ave.

Oakdale, Ca. 95361

Phone: _____ Cell: _____

A3. The organization sponsoring the event (The "Applicant:"):

Name: ASTRO Thrift + Gift Shop

Address: 250 EAST E Street

Oakdale PA 9536

Phone: _____ Cell: _____

A4. The president, chair, leader or other head of the organization sponsoring the event:

Name: Mary Buchanan

Title: Manager, Astro Thrift + Gift Shop

Address: 250 East E Street

Oakdale, CA 95361

Phone:) Cell:

A5. The person who will be present and in charge of the event on the day of the event:

Name: McKaela Golding

Address: 116 N. Third Ave.

Oakdale, Ca. 95361

Phone: Cell:

A6. Are any monitors being employed for the event? ☒ No ☐ Yes (list)

4. **Complete and attach the appropriate section for your event.**

☑ Block Party or Street Closing Event	Page 6 & 7
☐ Park Event	Page 8
☐ Parade or Fun Run on City Streets	Pages 9 & 10

5. **Assure the following are attached:**

A. Map as described in supplemental section. ☑ Attached I will be emailing

B. Flyers describing the event. ☑ Attached I will be emailing

C. Insurance Coverage Documentation ☑ Attached Astro will be emailing
($1 million coverage and Endorsement naming the City of Oakdale as Additional Insured.)

D. Written Documentation of the authority of the applicant in 4.A.1. Being authorized to sign this application on behalf of the organization 4.A.3. By the head of the organization 4.A.4.

☑ Attached Astro will be emailing

E. If private property is to be used for the event, applicant will provide written authorization of the property to be used, with dates and time from beginning to end.

☐ Attached ☒ N/A

a. $205 application processing fee **plus** $130 if street closure equipment required.

$_____ enclosed.

F. By submitting this Application, the Applicant understands that the City shall review the application under the procedures set forth in the Oakdale Municipal Code. If the City approves the application, the Applicant will be notified by the City.

On behalf of the Applicant, I hereby submit this Application for a Special Events Permit for the event described in this Application.

By signing below, I agree to indemnify hold harmless, and defend the City and its representatives against liability and/or loss arising from activities connected with and/or undertaken pursuant to the Permit. The City is not liable for any business loss, property loss, or other damage that may result from the use of the Permit, or suspension or revocation of the Permit. No vendor shall maintain any claim or action against the City, its officials, officers, employees, or agents on account of any suspension or revocation.

McKaela Golding
Applicant Name

Applicant Signature

10/8/2020
Date

SPECIAL EVENTS PERMIT
BLOCK PARTY OR STREET CLOSING EVENT
(NOT INCLUDING PARADES OR RACES)

Name of Event: Oakdale's 12th Annual Old Fashion Downtown Christmas Market Date: 12/5/2020

1. The specific streets to be closed, indicating closure points: (Include map)
North 3rd Ave between D st & F st
North 2nd street and Yosemite on E street

2. Check all included items:

☒ Vendors and Booths	☐ Electric Generators
☐ Extra Parking	☐ Comfort Stations (water and first aid)
☐ Sound System	☒ Port-a-pots
☐ Electrical Power Sources	☐ City's Mobile Stage

3. The proposed date(s) of the event: Saturday December 5th
   Set-up time of the event: 1:30pm - 3pm
   Starting time of the event: 3pm
   Finishing time of the event: 9pm
   Take down and clean-up time: 9pm - 10:30pm
   Estimated number of participants: 40

4. Describe and show location and direction of sound amplification equipment proposed.
n/a

5. City personnel, service or equipment required for this event. An additional fee may be assessed per OMC §20-22.
n/a

6. Are there any unusual activities associated with this event that should be brought to the attention of the City of Oakdale to evaluate this application?
petting zoo with masks and social distancing

BLOCK PARTY/STREET CLOSING EVENT
STREET CLOSURE ACKNOWLEDGEMENT FORM

We, the undersigned residents/business owners, understand and agree that access to our home(s)/businesses will be temporarily blocked for a Block Party on the following date: Saturday December 5th

Please list Subdivision, if applicable, and access points (street names) to be blocked.

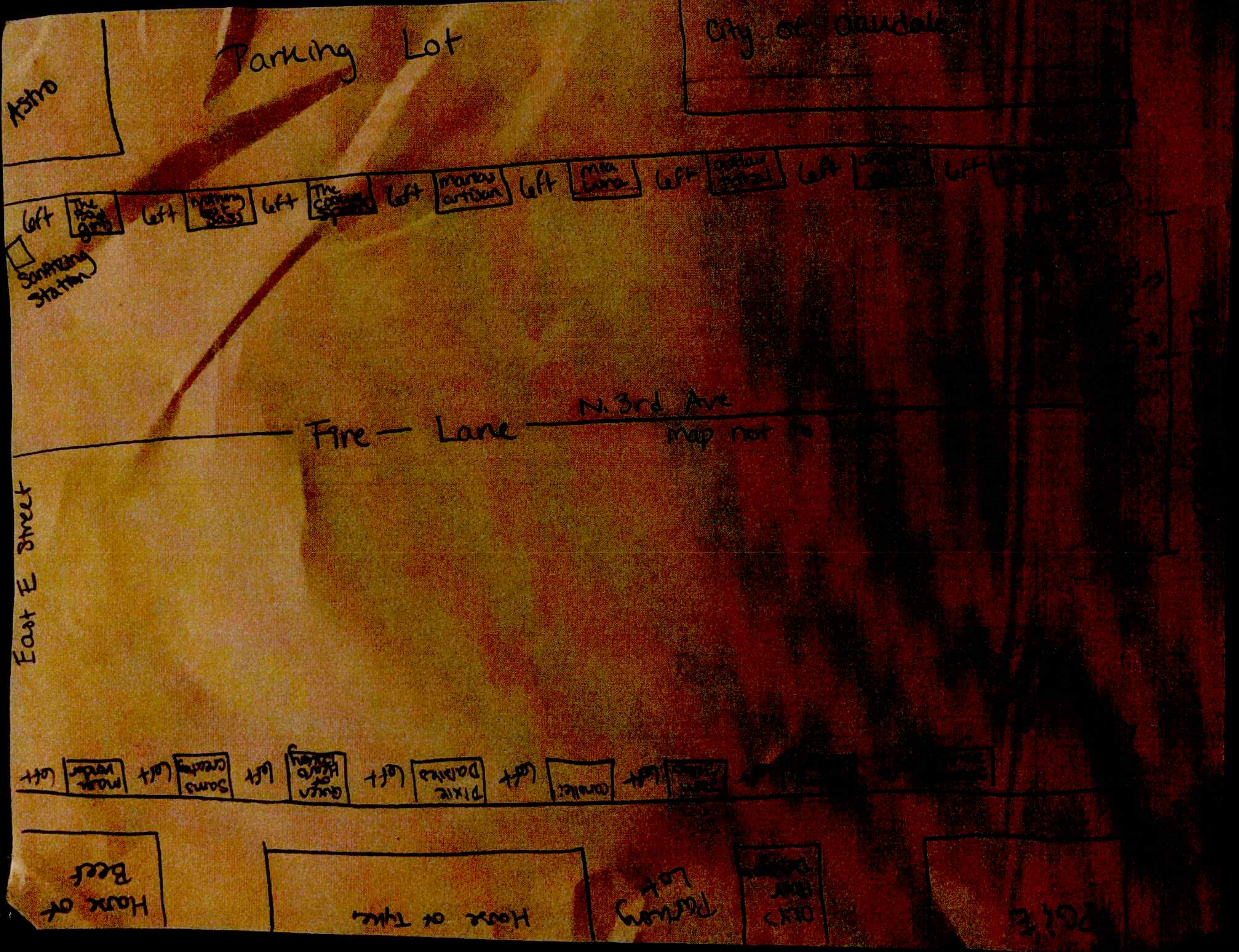
North 3rd Ave between D st. & F st.
North 2nd street & Yosemite on E street

Please note: **All temporary barricades placed on City property must be lightweight and easily removable for emergency vehicle access. Parked motorized vehicles are not acceptable. A clearance area of 20 feet is required on a city street for emergency vehicle access.**

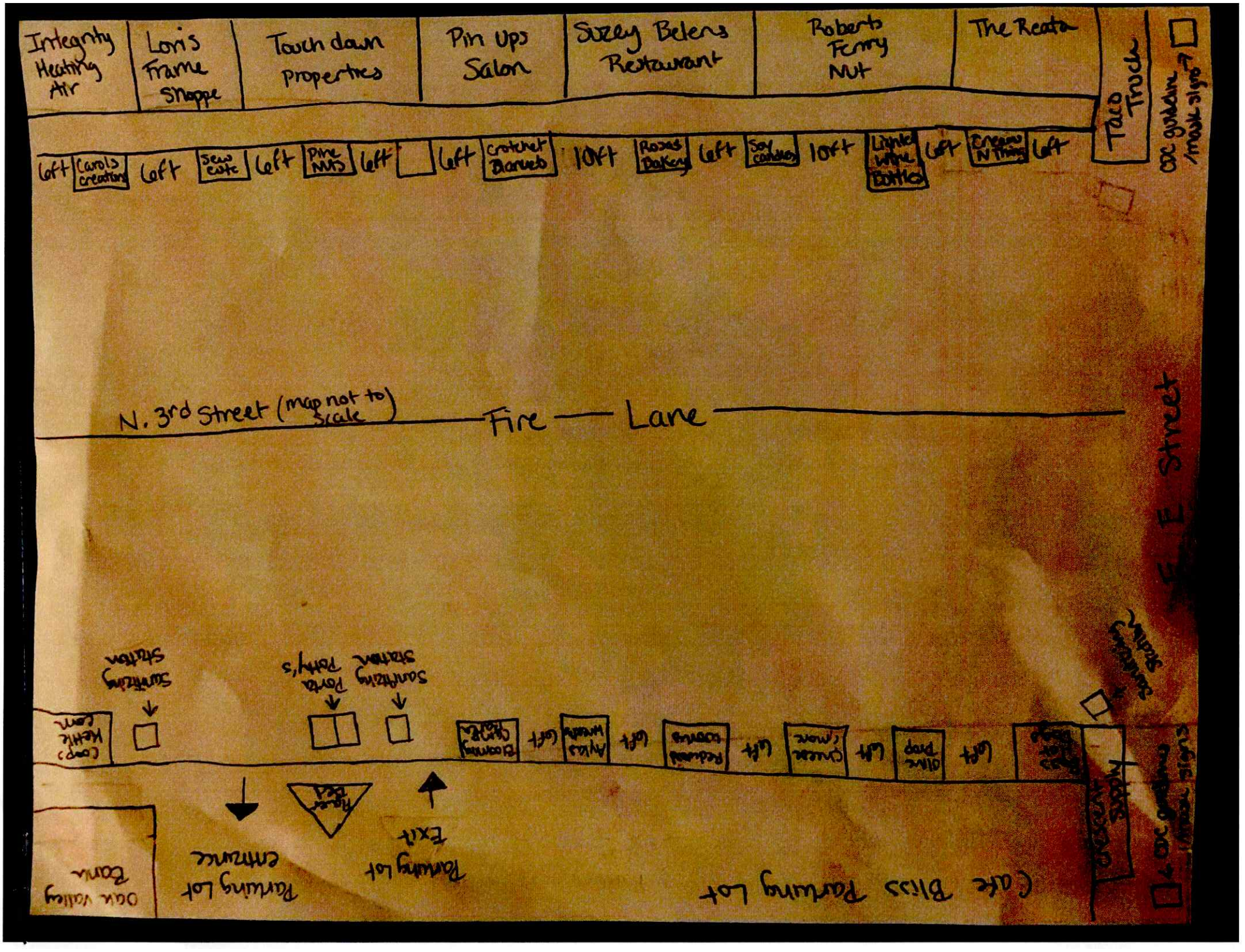
1. Astro Thrift + Gift Shop
2. House of Tykes Preschool
3. Hobbies Arts + Crafts
4. Blown Away Salon
5. Roberts Ferry Nut Co.
6. Suzey
7. Pin Ups Salon
8. Oak Valley Community Bank
9. 3rd St Barber Sa
10. Oakdale Dry Cleaners
11. Foxy Designs
12. Steve Medlen
13. [illegible]
14. freds firearms
15. Lori's Frame Shoppe
16. Boutiques at Tiffanys

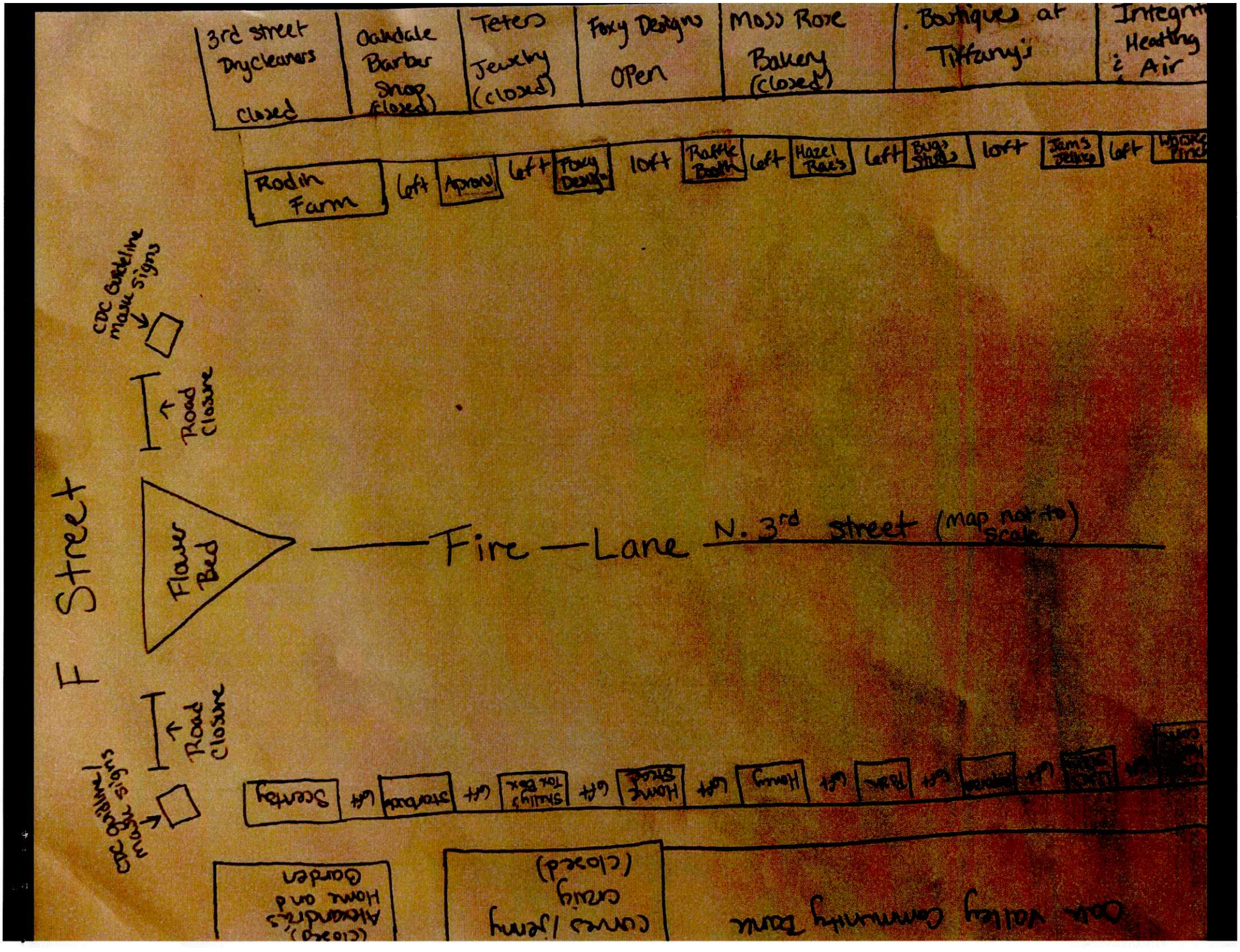
Attach additional pages, if necessary, to complete the list of residents.

Parking Lot
Fire Lane
N. 3rd Street
The Reata
Taco Truck
Sanitizing Station
Road Closure
East E. Street
map not to scale
Fire Lane
Road Closure
Road Closure
Fire Lane
N. 3rd Street



Astro
Parking Lot
City of Oakdale
Sanitizing Station
Left
The Posh Girls
Left
Marlow Artisan
Left
Mia Lane
Left
Fire — Lane
N. 3rd Ave
East E Street
Left
Sams Creations
Left
Queen of Hearts Boutique
Left
Pixie Daisies
Left
Candles
Left
House of Beef
House of Tykes
Parking Lot
Pete's


Integrity Heating Air
Lori's Frame Shoppe
Touch down properties
Pin Ups Salon
Suzey Belers Restaurant
Roberts Ferry Nut
The Reata
Taco Trucks
Left
Carol's creations
Sew cute
Pine Nuts
Crochet Diaries
10ft
Roses Bakery
Soy candles
Lipstick Wipe Bottles
Dreams N Things
N. 3rd Street (map not to scale)
Fire — Lane
E Street
Sanitizing Station
Porta Potty's
Comp's Health Cent
Blooming Plants
Aviva Beauty
Redwood Coating
Quaker Oats
Olive Prop
Sanitizing Station
Oak Valley Bonna
Parking Lot entrance
Parking Lot Exit
Cafe Bliss Parking Lot


3rd street Dryclearers
Closed
Oakdale Barber Shop (closed)
Teters Jewelry (closed)
Foxy Designs
Open
Moss Rose Bakery (closed)
Boutiques at Tiffany's
Integrity Heating & Air
Rodin Farm
Left
Apron
Left
Foxy Designs
Left
Raffle Booth
Left
Hazel Rae's
Left
Bug's Studio
Left
Jam's Jewelry
Left
CDC Guideline mask signs
Road Closure
F Street
Flower Bed
Fire Lane
N. 3rd street (map not to scale)
Road Closure
CDC Guideline mask signs
Serenity
Left
Strawberry
Left
Shelly's Tax Box
Left
Home Store
Left
Honey
Left
Bees
Left
Left
Left
(closed) Alexandria's Home and Garden
Corvus Jenny crafty (closed)
Oak Valley Community Bank

Oakdale's 12th Annual Old Fashioned Christmas Covid Procedures

1. An ad in the Oakdale Leader along with our regular radio, Facebook and flyer advertisement stating the importance of continuing social distancing.
2. A sign in every booth stating that we practice social distancing at the Christmas Market.

3. Signs at all entrances stating social distancing and any other precautions that we will be taking.

4. All products that are chosen will be picked and placed in a bag by the vendor.

5. All sampling will be done in accordance with health code. (cheese, honey, humus, kettle corn, etc.) In a one time usage container or wooden utensil.

6. All booths that are not fully contained in a canopy without sides will have tape or bungies across the front of the canopy to prevent the customers from coming inside the booths.

7. Marks will be placed at the point of sale for customers to stand at while waiting to checkout.

8. No consumption of food or other products on premises to prevent congregating.

9. Four handwashing stations will be placed in the Christmas market for customers.

10. Liberal usage of sanitizer and masks will be encouraged to be used by vendors.

11. All vendors are required to sign a release of liability form for participating in this event, knowing covid is in this area.

CITY OF OAKDALE
CO-SPONSORED SPECIAL EVENT APPLICATION

EVENT DATE(S) Starts Nov. 30

By submitting this application, the applicant understands that the Planning Commission will review the application under the policy set by the City Council at the Planning Commission Meeting. If approved the applicant will be notified by City staff and guide you through the co-sponsorship process.

Please provide the information requested in items "A1" through "A6" below. If any portion of the requested information does not apply to this Application, please indicate "N/A" for that item.

A. The name, address, and telephone numbers of each of the following:

A1. The person filing the application:

Name: Grace Tobias

Address: 739 West G Street

Oakdale, CA 95361

Phone: _____ Cell: _____

e-mail: [redacted]

A2. An alternate person to contact if an emergency arises (someone other than a City employee) and the applicant is unavailable:

Name: Isaac Robles

Address: 739 West G Street

Oakdale, CA 95361

Phone: _____ Cell: _____

e-mail: _____

A3. The organization sponsoring the event (The "Applicant"):

Name: Oakdale FFA Boosters and Alumni

Address: P.O. Box 928

Oakdale, CA 95361

Phone: _____ Cell: _____

e-mail: _____

A4. The president, chair, leader or other head of the organization sponsoring the event:

Name: Isaac Robles

Title: Ag Teacher / Booster Liaison

Address: 739 West G Street

Oakdale, CA 95361

Phone: _____ Cell:

e-mail: _____

A5. The person who will be present and in charge of the event on the day of the event:

Name: Grace Tobias

Address: 739 West G Street

Oakdale, CA 95361

Phone: _____ Cell: _____

e-mail: _____

How will the proceeds of this event be used?

Support Oakdale FFA in funding needs such as field day registrations, lodging costs, student activities, etc

I certify that I shall accept responsibility on behalf of my group/organization for any damage or theft sustained to the City (premises, furniture, or equipment) because of the occupancy of said premises by our group/organization. I have read and agree to comply with the rules and regulations stated with this contract. The cost of any special cleaning or damage to the facility, equipment, or grounds, due to the event, will be billed to the applicant.

On behalf of the applicant, I hereby submit this application to Co-sponsor with the City of Oakdale the event described in this application.

Grace Tobias

Applicant Name

Applicant Signature

Date: 9/29/2020

SPECIAL EVENTS CO-SPONSORED WITH CITY OF OAKDALE
CITY PARK OR STREET USE FORM

Name of event: Festival of Trees

Name of park/street requesting: Wood Park

The proposed date(s) of the event:

Set-up time of the event: Nov. 30 trees to be set up

Starting time of the event: Dec. 1-5 people come to decorate, trees lit Dec. 6

Finishing time of the event: Jan 5 trees taken down

Take down and clean-up time:

Estimated number of participants: to be determined; all social distancing protocals to be followed

The specific streets to be closed, indicating closure points: (Include map)

none

Check all included items:

- ☐ Vendors and Booths
- ☐ Extra Parking
- ☐ Sound System
- ☒ Electrical Power Sources
- ☐ Electric Generators
- ☐ Comfort Stations (water and first aid)
- ☐ Port-a-pots

Describe and show location and direction of sound amplification equipment proposed.

none

City personnel, service or equipment required for this event. An additional fee may be assessed.

electrical outlets in park working

Are there any unusual activities associated with this event that should be brought to the attention of the City of Oakdale to evaluate this application?

none

Will alcohol be served or sold at this event? no

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 03-12-2018

Employer Identification Number:
82-4746492

Form: SS-4

Number of this notice: CP 575 E

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

OAKDALE FFA ALUMNI
OAKDALE FFA BOOSTERS
% JOEY VALENCIA
739 W G ST
OAKDALE, CA 95361

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-4746492. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status under Internal Revenue Code Section 501(c)(3), organizations must complete a Form 1023-series application for recognition. All other entities should file Form 1024 if they want to request recognition under Section 501(a).

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

Unless a filing exception applies to you (search www.irs.gov for Annual [illegible] Organization Return: Who Must File), you will lose your tax-exempt stat[illegible] to file a required return or notice for three consecutive years. We sta[illegible] this three-year period from the tax year we assigned the EIN to you. I[illegible] tax year isn't a full twelve months, you're still responsible for subm[illegible] for that year. If you didn't legally form in the same tax year in whi[illegible] your EIN, contact us at the phone number or address listed at the top [illegible]

For the most current information on your filing requirements and [illegible] information, visit www.irs.gov/charities.

CITY OF OAKDALE
CO-SPONSORED SPECIAL EVENT APPLICATION

EVENT DATE(S) Sat Dec 5th

By submitting this application, the applicant understands that the Planning Commission will review the application under the policy set by the City Council at the Planning Commission Meeting. If approved the applicant will be notified by City staff and guide you through the co-sponsorship process.

Please provide the information requested in items "A1" through "A6" below. If any portion of the requested information does not apply to this Application, please indicate "N/A" for that item.

A. The name, address, and telephone numbers of each of the following:

A1. The person filing the application:

Name: Cher Bairos

Address: _____

Oakdale Ca 95361

Phone: _____ Cell: _____

e-mail: Oes95361@gmail.com

A2. An alternate person to contact if an emergency arises (someone other than a City employee) and the applicant is unavailable:

Name: Lisa Ballard

Address: _____

Oakdale Ca 95361

Phone: _____ Cell: _____

e-mail: Oes95361@gmail.com

A3. The organization sponsoring the event (The "Applicant"):

Name: Oakdale Enrichment Society

Address: PO Box 374

Oakdale

Phone: _____ Cell: _____

e-mail: Oes95361@gmail.com

SPECIAL EVENTS CO-SPONSORED WITH CITY OF OAKDALE
CITY PARK OR STREET USE FORM

Name of event: Oakdale Christmas Drive-Thru Event

Name of park/street requesting: Poplar / Est / 3rd

The proposed date(s) of the event: Dec 5th saturday

Set-up time of the event: 4pm

Starting time of the event: 5pm

Finishing time of the event: 6-7

Take down and clean-up time: N/A

Estimated number of participants: 35-50

The specific streets to be closed, indicating closure points: (Include map)

Start on Oak + Poplar goes east on poplar which turns into E - take a left on 3rd + end

Check all included items:

- ☐ Vendors and Booths
- ☐ Extra Parking
- ☐ Sound System
- ☐ Electrical Power Sources
- ☐ Electric Generators
- ☐ Comfort Stations (water and first aid)
- ☐ Port-a-pots

Describe and show location and direction of sound amplification equipment proposed.

City personnel, service or equipment required for this event. An additional fee may be assessed.

Road Blockage

Are there any unusual activities associated with this event that should be brought to the attention of the City of Oakdale to evaluate this application?

Drive-Thru Event

Will alcohol be served or sold at this event? _____

A4. The president, chair, leader or other head of the organization sponsoring the event:

Name: Cher Bairos

Title: VP

Address: _____

_____

Phone: _____

e-mail: OES95361@gmail.com

A5. The person who will be present and in charge of the event on the day of the event:

Name: Same as above

Address: _____

_____

Phone: _____ Cell: _____

e-mail: _____

How will the proceeds of this event be used?

None

I certify that I shall accept responsibility on behalf of my group/organization for any damage or theft sustained to the City (premises, furniture, or equipment) because of the occupancy of said premises by our group/organization. I have read and agree to comply with the rules and regulations stated with this contract. The cost of any special cleaning or damage to the facility, equipment, or grounds, due to the event, will be billed to the applicant.

On behalf of the applicant, I hereby submit this application to Co-sponsor with the City of Oakdale the event described in this application.

Cher Bairos

Applicant Signature

Date: 10-1-2020

Oakdale Enrichment Society presents

Christmas Cruise 2020

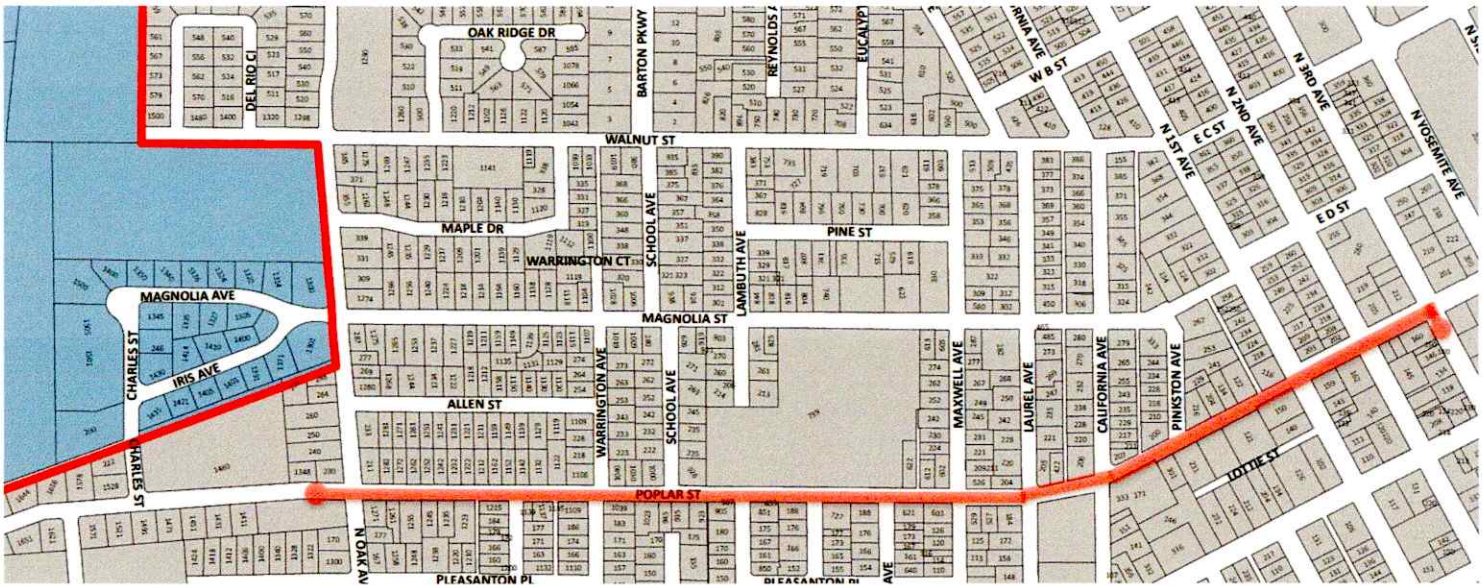
A drive-thru event

Because holidays still deserve to be celebrated

Saturday, December 5th
5pm

Begins at Oak and Poplar,
travels down Poplar/E St. to 2nd St.

Check out our facebook page for up-to-date info at OES-Oakdale Enrichment Society
Interested in being a part of the event or have questions?
Contact Cher Bairos or Amy Velasco @ 209-496-1134 or 209-840-2273


OAK RIDGE DR
DEL RIO CI
BARTON PKWY
REYNOLDS
EUCALYPTUS
W B ST
N 3RD AVE
N 2ND AVE
N 1ST AVE
E C ST
E D ST
N YOSEMITE AVE
WALNUT ST
MAPLE DR
SCHOOL AVE
LAMBUTH AVE
PINE ST
WARRINGTON CT
MAGNOLIA AVE
MAGNOLIA ST
CHARLES ST
IRIS AVE
ALLEN ST
WARRINGTON AVE
SCHOOL AVE
MAXWELL AVE
LAUREL AVE
CALIFORNIA AVE
PINKSTON AVE
LOTTIE ST
POPLAR ST
N OAK AVE
PLEASANTON PL

AGENDA ITEM 9.8:

CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Meeting Date: November 16, 2020

To: Mayor McCarty and Members of the Oakdale City Council

From: Julie Christel, Council Services and Legislative Record Manager

Subject: Claim for Damage – Francisco Nunez

I. BACKGROUND

A claim against the City was received on July 7, 2020. The claim, as submitted, indicated the incident occurred January 19, 2020 and the date injuries, damages, or losses were discovered was January 19, 2020. The location of the incident was indicated as Hwy 120/108 and S. Sixth Avenue in Oakdale, CA 95361.

II. DISCUSSION

The claim was submitted to the City's claims adjuster, Acclamation Insurance Services (AIMS), for review and recommendation. The City's claims adjuster has recommended City Council reject the claim.

III. FISCAL IMPACT

No fiscal impact to date.

IV. RECOMMENDATION

Staff concurs with AIMS' recommendation and recommends rejection of the claim by City Council Minute Order.

V. ATTACHMENTS

None.

AGENDA ITEM 9.9:

CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Date: November 16, 2020

To: Mayor and City Council

From: Colleen Andersen, Management Analyst

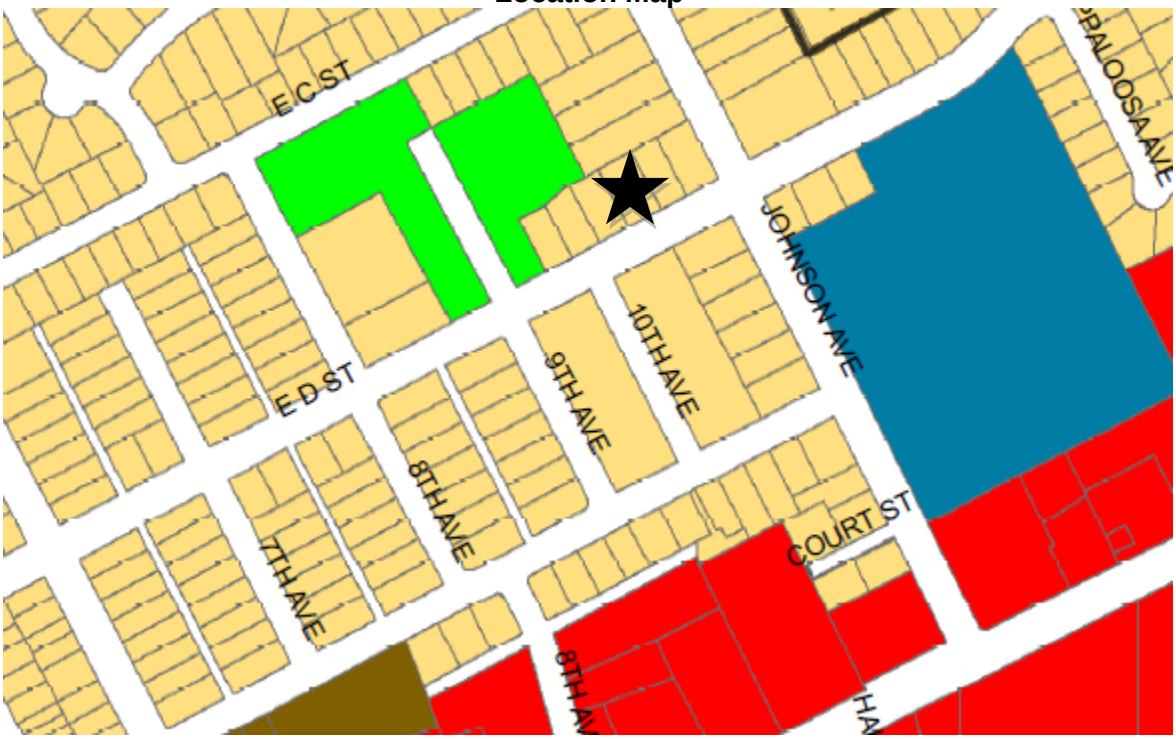
Reviewed by: Jeff Gravel, Public Services Director

Subject: Consideration of Tree Removal Request for One (1) Oak Tree Located at 1040 East D Street

I.BACKGROUND

Mr. Cole Branch (Applicant and Property Owner), has requested approval to remove one (1) Live Oak Tree located in the front side yard of the residence located at 1040 East D Street. Due to the species of the tree, it is subject to Oakdale's Tree Preservation Ordinance as an Oak Tree.

Location Map



The tree is showing continuously is infected by insect and sap is a nuisance in the Property Owners driveway.

II.DISCUSSION

Per the Tree Preservation Ordinance, healthy oak trees must receive City Council approval in order to be removed. Section 36-28(4)(D) of the City's Tree Ordinance provides the criteria

used the evaluate requests for tree removal. The removal of Oak Trees requires City Council approval prior to being removed.

The criteria in the Ordinance applicable to this request include:

(1) *"The condition of the oak or significant tree with respect to its general health, status as a public nuisance, danger of falling, proximity to existing or proposed structures…"*

The Subject Tree is a nuisance as it tends to get infected throughout the year and is continuously drips sap. The tree location is very close to the neighboring property line and also located in the driveway of the Subject Property. There is also concern that the tree may damage the existing good-neighbor fence. City staff reviewed the tree and is in agreement with the Applicant's concerns.

(2) *"The number, species, size and location of existing trees in the area and the effect of the requested action on shade areas, air pollution, historic values, scenic beauty and the general welfare of the City as a whole."*

The Subject Tree is located in the side yard of 1040 East D Street. The Subject Tree does provide some shade, but does not significantly affect the City's historical values, scenic beauty, or general welfare due to its location. The Applicant has elected to re-plant a tree at the Subject Property.

III.RECOMMENDATION

Staff recommends that the City Council approve the request to remove the Live Oak tree located at 1040 East D Street.

IV.ATTACHMENTS

Attachment A: Tree Photographs
Attachment B: Tree Permit Application

CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Subject: Consideration of Tree Removal Request: 1040 East D Street
November 16, 2020

Attachment A
Photographs of Tree at 1040 East D Street

AGENDA ITEM 9.10:

CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Date: November 16, 2020

To: Mayor and City Council

From: Colleen Andersen, Management Analyst

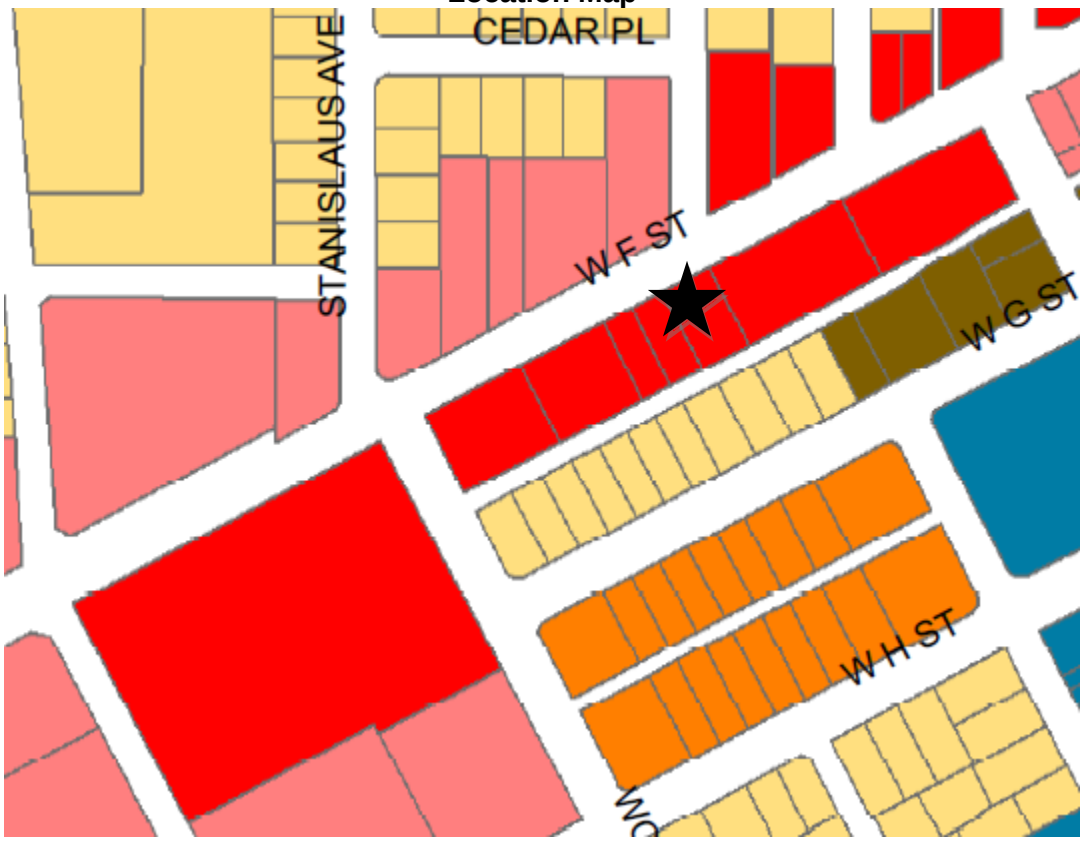
Reviewed by: Jeff Gravel, Public Services Director

Subject: Consideration of Tree Removal Request for One (1) Deodar Cedar Tree Located at 1001 West F Street

I.BACKGROUND

Mr. Mike Brown of Brown Sheet Metal (Applicant and Property Owner), has requested approval to remove one (1) Deodar Cedar Tree with a 30-inch diameter located at Brown Sheet Metal, 1001 West F Street. Due to the species of the size of the tree, it is subject to Oakdale's Tree Preservation Ordinance as an Oak Tree.

Location Map



II.DISCUSSION

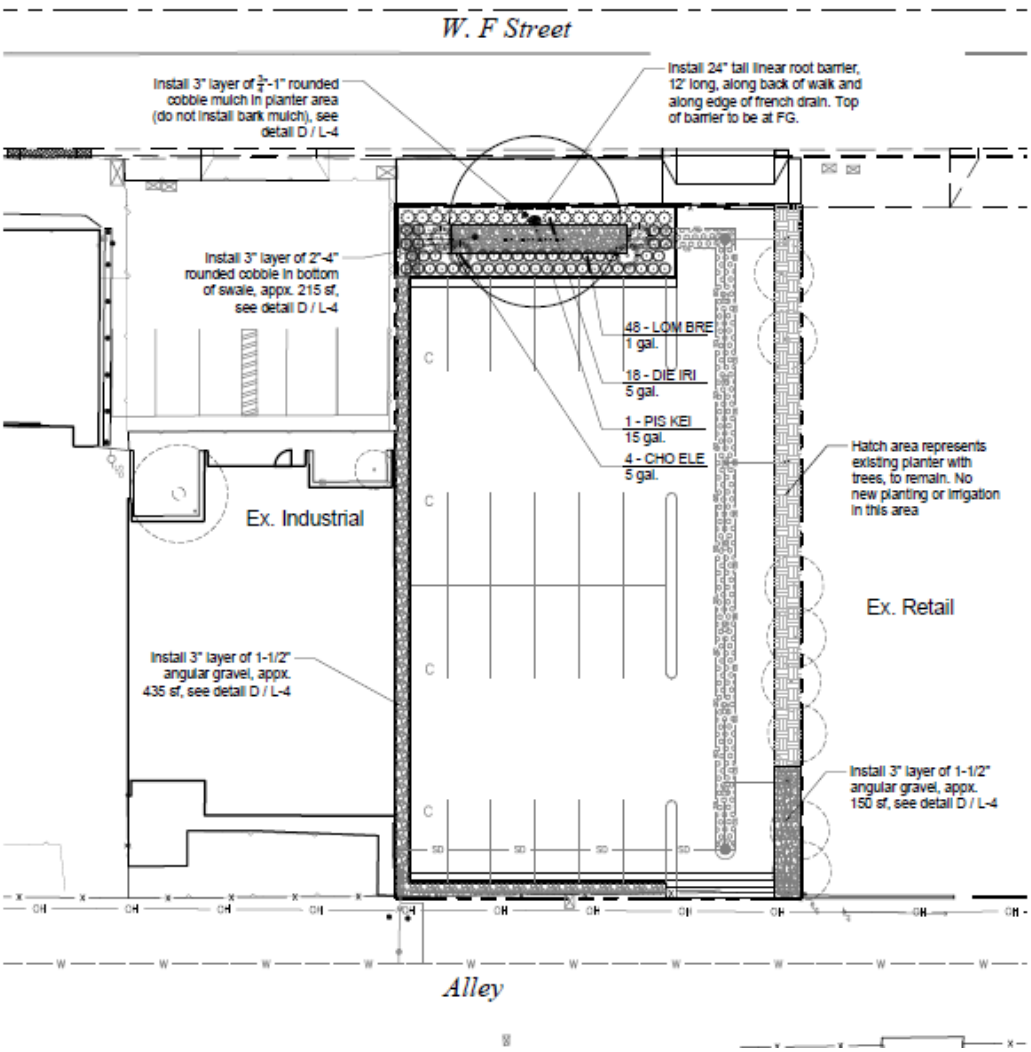
Per the Tree Preservation Ordinance, healthy oak trees must receive City Council approval in order to be removed. Section 36-28(4)(D) of the City's Tree Ordinance provides the criteria used the evaluate requests for tree removal. The removal of Oak Trees requires City Council approval prior to being removed.

The criteria in the Ordinance applicable to this request include:

(1) *"The necessity of the requested action to allow construction of improvements or otherwise allow reasonable use of the property for the purpose for which is has been zoned. In this context, it shall be the burden of the person seeking the permit to demonstrate to the satisfaction of the City Manager or his or her authorized designee that there are no reasonable alternative to the proposed design and use of the property. Every reasonable effort shall be made to avoid impacting oak trees and significant trees, including but not limited to: flexible application of City standards, utilizing custom building design alternatives, and the applicant incurring additional costs to save oak and significant trees.*

Brown Sheet Metal purchased the Subject Property to expand their parking lot. Previously there was a single-family home which has been demolished. The existing planter and trees on the East side of the property will remain. The applicant will be installing a new planter along West F Street will include replacement of the removed tree with a Keith Davey Chinese Pistache Tree and a variety of shrubs and cobble mulch.

Site Plan



Subject: Consideration of Tree Removal Request: 1001 West F Street
November 16, 2020

III.RECOMMENDATION

Staff recommends that the City Council approve the request to remove the Deodar Cedar tree located at 1001 West F Street.

IV.ATTACHMENTS

Attachment A: Tree Photographs
Attachment B: Tree Permit Application

CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Subject: Consideration of Tree Removal Request: 1001 West F Street
November 16, 2020

Attachment A
Photographs of Tree at 1001 West F Street

AGENDA ITEM 11.1:

City of Oakdale
City Council Staff Report

Date: **November 16, 2020**

To: **Mayor and City Council**

From: **Bryan Whitemyer, City Manager**

Subject: **Resolution 2020-XX of the City Council of the City of Oakdale authorizing the execution and delivery of an Equipment Lease Purchase Agreement, Escrow Agreement and Third Party Custodian Agreement with respect to the acquisition, purchase, financing and leasing of certain energy efficiency equipment in an amount not to exceed $3,300,000; and authorizing the taking of other actions, and the delivery of other documents, related thereto.**

Background

Council approved an agreement with SitelogIQ to provide energy efficiency and equipment (the "Energy Project") for the City on August 17, 2020. SitelogIQ estimates that the costs for purchasing and installing the energy equipment for the Energy Project will be $6,053,675.25. On behalf of the City, SitelogIQ made application to the California Energy Commission to finance $3,000,000 for 15 to 17 years at a rate of 1% through a loan ("CEC" Loan"). The City will need to separately finance the balance of $3,053,675.25 as an equipment lease.

Discussion

The optimal structure to finance the $3.05 million balance for the Energy Project (that will not be financed by the CEC Loan) is through a direct placement lease agreement (the "Equipment Lease"). The City previously used direct placements (the "Prior Direct Placements") in 2015 for the: Fire Station Lease Revenue Refunding Bonds (that refinanced the Fire Station #2 financing) and the Wastewater Loan Agreement (that refinanced the 2002 Wastewater Revenue Bonds).

The City issued the Prior Direct Placements with the assistance of Hilltop Securities as Placement Agent, A. M. Peché & Associates LLC and Del Rio Advisors, LLC as Co-Municipal Advisors and Jones Hall as the City's Bond Counsel. The City has engaged these firms (together the "Financing Team") to review financing alternatives. The Financing Team reviewed several alternatives including a final maturity up to 20 years, level vs. escalating debt service and 12-months to 18-months of capitalized interest. It was recommended that the City pursue a 15-year direct placement with escalating debt service and 18-months of capitalized interest. The 15-year term is right in the sweet spot where the City will garner the most interest from the lending institutions that operate in the municipal lease space.

Hilltop Securities prepared a term sheet (the "Term Sheet") that was reviewed by Staff and the Financing Team. The Term Sheet requested bids to finance the Equipment Lease with the security interest being the actual installed equipment. The Equipment Lease is repayable by the City's General Fund and is currently structured assuming a 15-year maturity and escalating debt service that mirrors the energy savings from the Energy Project. The plan is to also fund 18-months of capitalized interest to assist the City in realizing some energy savings over the first couple of fiscal

years until the energy savings escalate sufficiently to exceed the debt service on both the CEC Loan and the Equipment Lease.

On October 9th Hilltop Securities sent out a Term Sheet to request bids on financing to the following lending institutions:

1. Western Alliance Bank
2. Band of America Merrill Lynch
3. Banner Bank
4. BB&T (Under a new name now)
5. BCI Capital
6. BBVA
7. California Bank & Trust
8. Capital One
9. J.P. Morgan
10. First Financial
11. City National
12. PNC
13. Pinnacle Public Finance
14. Signature Bank
15. Sterling National Bank
16. Umpqua Bank

Seven firms responded with bids and were analyzed by Hilltop Securities and reviewed by the entire Financing Team as follows:

Bank	Par Amount	"All-In" TIC	Savings through FY2035	Savings through FY2051	Proposed Interest Rate	Proposed Bank Fees	Call Option	Rate Lock
Signature Public Funding Corp. (*)	$ 3,145,462	2.41%	$ 179,291	$ 11,143,983	2.0385%	$ 2,000	103 call years 1-5, 102 call years 6-9, 101 call years 10-12, par call thereafter (in whole on payment dates only)	Rate is locked, but must accept by 10/28
Sterling National Bank	$ 3,249,648	2.50%	$ 129,082	$ 11,093,775	2.15%	$ -	102 call years 1-3, 101 call years 4-7, par call thereafter (in whole on payment dates only)	60-day rate lock available
BBVA	$ 3,260,524	2.51%	$ 126,546	$ 11,091,238	2.11%	$ 12,500	Make Whole Call within 7 years, par call thereafter	Can lock 30 days in advance of closing (60 rate lock for 5 bps)
BAML	$ 3,259,172	2.69%	$ 71,171	$ 11,035,864	2.336%	$ -	Any payment date 102 call	Rate is locked through 12/18, but must accept proposal by 10/30
California Bank & Trust	$ 3,271,761	2.91%	$ 1,801	$ 10,966,493	2.55%	$ 1,500	Any date par call	Rate is locked through 12/20
Pinnacle Public Finance	$ 3,289,968	3.21%	$ (92,421)	$ 10,872,272	2.83%	$ 5,000	6/1/2028 102 call (in whole)	Rate is valid to 11/25
Western Alliance	$ 3,307,810	3.50%	$ (185,097)	$ 10,779,595	3.10%	$ 8,500	12/1/2027 par call	Rate is held to 11/24

Note
(*) Signature Public Funding Corporation did not want the City to capitalize interest on the Equipment Lease

The bids were discussed by City Staff and the Financing Team on October 23rd. Signature Bank and Sterling National Bank ("Sterling Bank") were the two lowest bidders with "all-in" true interest costs of 2.41% and 2.50%, respectively. However, Signature Bank would not permit capitalized interest that allows for energy savings to accrue to the benefit of the City over the first couple of years of Energy Project installation.

On the other hand, Sterling Bank will allow for capitalized interest. Capitalized interest is interest financed as part of the Equipment Lease and these funds will be used to make the interest payments on 6/1/21, 12/1/21 and 6/1/22 respectively. Therefore, the City's first payment will not be until 12/1/22 (fiscal year 2022-23). In addition, Sterling Bank proposed no Bank Counsel fees. Based on these factors, City Staff selected Sterling Bank as the successful bidder.

Fiscal Impact

The Energy Project is estimated to produce savings of $11.09 million over the projected 30 years:

Scope: Full Project Scope (*)

Fiscal Year	Annual ECAA Loan Payment	Direct Placement Net Debt Service (Sterling Bid)	Solar O&M Service & Energy Dashboard	Maintenance Savings & Avoided Cost	Project Savings	Annual Savings	Cumulative Savings
2021	$-	$-	$-	$ 17,314	$ 85,841	$ 103,155	$ 103,155
2022	$-	$-	$ 40,700	$ 69,256	$ 343,362	$ 371,918	$ 475,073
2023	$ 192,774	$ 256,407	$ 41,921	$ 71,334	$ 357,097	$ (62,672)	$ 412,400
2024	$ 192,774	$ 261,539	$ 43,179	$ 73,474	$ 371,381	$ (52,637)	$ 359,763
2025	$ 192,774	$ 266,772	$ 44,474	$ 75,678	$ 386,236	$ (42,107)	$ 317,657
2026	$ 192,774	$ 272,111	$ 45,808	$ 77,948	$ 401,685	$ (31,060)	$ 286,596
2027	$ 192,774	$ 277,557	$ 47,182	$ 64,674	$ 417,753	$ (35,087)	$ 251,509
2028	$ 192,774	$ 283,110	$ 48,598	$ 66,614	$ 434,463	$ (23,406)	$ 228,104
2029	$ 192,774	$ 288,775	$ 50,056	$ 68,612	$ 451,841	$ (11,152)	$ 216,952
2030	$ 192,774	$ 294,553	$ 51,558	$ 70,671	$ 469,915	$ 1,700	$ 218,652
2031	$ 192,774	$ 300,447	$ 53,104	$ 72,791	$ 488,711	$ 15,176	$ 233,829
2032	$ 192,774	$ 306,460	$ 54,697	$-	$ 508,260	$ (45,672)	$ 188,157
2033	$ 192,774	$ 312,592	$ 56,338	$-	$ 528,590	$ (33,114)	$ 155,043
2034	$ 192,774	$ 318,846	$ 58,028	$-	$ 549,734	$ (19,915)	$ 135,128
2035	$ 192,774	$ 325,226	$ 59,769	$-	$ 571,723	$ (6,046)	$ 129,082
2036	$ 192,774	$-	$ 61,562	$-	$ 594,592	$ 340,256	$ 469,338
2037	$ 192,774	$-	$ 63,409	$-	$ 618,376	$ 362,192	$ 831,530
2038	$ 192,774	$-	$ 65,312	$-	$ 643,111	$ 385,025	$ 1,216,555
2039	$ 192,774	$-	$ 67,271	$-	$ 668,835	$ 408,790	$ 1,625,346
2040	$-	$-	$ 69,289	$-	$ 695,589	$ 626,300	$ 2,251,645
2041	$-	$-	$ 71,368	$-	$ 723,412	$ 652,045	$ 2,903,690
2042	$-	$-	$ 73,509	$-	$ 752,349	$ 678,840	$ 3,582,530
2043	$-	$-	$ 75,714	$-	$ 782,443	$ 706,729	$ 4,289,259
2044	$-	$-	$ 77,985	$-	$ 813,740	$ 735,755	$ 5,025,014
2045	$-	$-	$ 80,325	$-	$ 846,290	$ 765,965	$ 5,790,979
2046	$-	$-	$ 82,735	$-	$ 880,142	$ 797,407	$ 6,588,386
2047	$-	$-	$ 85,217	$-	$ 915,347	$ 830,131	$ 7,418,516
2048	$-	$-	$ 87,773	$-	$ 951,961	$ 864,188	$ 8,282,704
2049	$-	$-	$ 90,406	$-	$ 990,040	$ 899,633	$ 9,182,337
2050	$-	$-	$ 93,119	$-	$ 1,029,641	$ 936,523	$ 10,118,860
2051	$-	$-	$ 95,912	$-	$ 1,070,827	$ 974,915	$ 11,093,775
Totals	**$ 3,277,161**	**$ 3,764,395**	**$ 1,936,319**	**$ 728,364**	**$ 19,343,286**	**$ 11,093,775**	**$ 11,093,775**

(*) Cash flow is based on preliminary analysis using rough order of magnitude budgetary estimated and other standard assumptions. Final analysis and results may vary.

Source: SitelogIQ

The Financing Team also broke out the energy savings by Fund. The table below shows the estimated savings of the Energy Project per fund over the 30-year planning horizon:

Fund	Projected Savings
General Fund	$2,575,346
Wastewater Fund	$3,504,263
Water Fund	$3,504,263
Landscape Fund	$1,317,224
Airport Fund	$192,678

Although the Equipment Lease will require the City's General Fund to be the source of repayment through annual appropriations, the General Fund, the Water Enterprise, the Wastewater Enterprise, the Landscaping and Lighting Fund and the Airport Fund will be internally charged for their pro-rata portion of the debt service each year. The pro-rata allocation is based upon the cost of the projects located or servicing each fund.

Total debt service on the Equipment Lease is estimated to be $3,870,554.98 which is comprised of $3,249,648.00 of principal and $620,906.98 of interest. Capitalized interest through and including December 1, 2022 is estimated to be $106,159.69 and costs of issuance are estimated at $89 813.06. The total net debt service of the Equipment Lease is $3,764.395.29 which equals total debt service of $3,870,554.98 less the capitalized interest in the amount of $106,159.69 (used to make the payments on 6/1/21, 12/1/21 and 6/1/22 respectively). The final payment will be due on June 1, 2035.

This equates to an estimated net average annual debt service of $289,569 over 13 years broken out for the respective funds as follows:

Fund	Project Average Annual Debt Service
General Fund	$65,043
Wastewater Fund	$108,023
Water Fund	$108,023
Landscape Fund	$6,781
Airport Fund	$1,699

Sterling Bank proposed that the Equipment Lease be callable on any interest payment date in years 1-3 with a 2% premium, in years 4 to 7 with a 1% premium and in years 8 to the final maturity with no premium.

Estimated Costs of Issuance

Role	Firm	Estimated Amount
Co-Municipal Advisor	Del Rio Advisors, LLC	15,000.00
Co-Municipal Advisor	A. M. Peche & Associates LLC	15,000.00
Bond Counsel	Jones Hall	30,000.00
Placement Agent	Hilltop Securities	25,000.00
Regulatory	CDIAC	812.41
Miscellaneous/ Rounding		4,000.65
	Total	**$ 89,813.06**

Note
All costs of issuance are included in the analysis and are contingent and payable from the closing of the Equipment Lease.

Tentative Schedule

If the City Council approves this recommended action the Equipment Lease is anticipated to follow the following schedule*:

November 16th	City Council Briefing, Approval of Winning Bidder and Legal Documents
November 18th	Documents Sent to City for Signature
November 20th	City Returns Documents to Jones Hall
November 23rd	Pre-Closing
November 24th	Closing

**Preliminary, subject to change*

SB 450 Compliance (Good Faith Estimates)

In compliance with SB 450, good faith estimates set forth herein are provided with respect to the Equipment Lease / Purchase Agreement (the "Equipment Lease"). Such good faith estimates have been provided to the City by the Placement Agent. Each estimate is based on the City's financing plan and current market conditions, including the proposed interest rate for the Sterling Bank 15-year escalating debt service option as documented under the Equipment Lease.

- Principal Amount: The estimated aggregate principal amount of the Equipment Lease is $3,249,648.00.
- True Interest Cost: The estimated true interest cost of the Equipment Lease, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Equipment Lease, is 2.149971%.
- Finance Charge: The estimated finance charge for the Equipment Lease, which means the sum of all fees and charges paid to third parties is $89,813.06.
- Amount of Proceeds to be Received: The estimate of the amount of proceeds to be received by the City from the Equipment Lease, less the finance charge of the Equipment Lease, as estimated above, is $3,159,834.96 which includes $3,053,675.25 to fund the Energy Project and $106,159.69 to fund interest on the Equipment Lease for the first three payments.
- Total Payment Amount: The estimated total payment amount, which means the sum of all payments the City will make to pay debt service on the Equipment Lease, plus the finance charge for the Equipment Lease not paid with the proceeds of the Equipment Lease, calculated to the final maturity of the Equipment Lease, is $3,764,395.29 which equals total debt service of $3,870,554.98 less funded interest in the amount of $106,159.69

The foregoing estimates are good faith estimates only. The actual figures may differ from the estimates owing to:

A. Differences between assumptions regarding the date of the closing of the Equipment Lease, the principal amount of the Equipment Lease, the amortization of the Equipment Lease, the final interest rate of the Equipment Lease and actual facts;
B. Other market conditions;
C. Changes in the City's financing plan; or
D. A combination of such factors.

Public Contact

Posting of the City Council Agenda.

Alternative Courses of Action

1. Select an alternative financing mechanism
2. Choose not to move forward with the Energy Project

Staff recommends City Council approves Resolution 2020-XX, approving legal documentation, and directing staff to proceed with the planning for the issuance of the Equipment Lease in the amount not-to-exceed $3,300,000.

Attachments:

Attachment 1: Resolution 2020-xx
Attachment 2: Equipment Lease Purchase Agreement and Related Documents
Attachment 3: Third Party Custodian Agreement
Attachment 4: Energy Savings Worksheets by Fund
Attachment 5: Debt Service Numbers for the Equipment Lease

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKDALE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE PURCHASE AGREEMENT, ESCROW AGREEMENT AND THIRD PARTY CUSTODIAN AGREEMENT WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN ENERGY EFFICIENCY EQUIPMENT IN AN AMOUNT NOT TO EXCEED $3,300,000; AND AUTHORIZING THE TAKING OF OTHER ACTIONS, AND THE DELIVERY OF OTHER DOCUMENTS, RELATED THERETO

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, the City of Oakdale (the "City") is authorized by the laws of the State of California to purchase, acquire and lease personal property for the benefit of the City and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to a Facility Solutions Master Agreement approved by this Council and entered into in September 2020 by the City and Famand, Inc. (dba SitelogIQ), the City has contracted for the installation of energy efficient personal property to be owned by the City, such as Solar PV, HVAC upgrades, lighting, and USES Power Conditioning Devices installation (the "Equipment"), which are expected to generate significant energy cost savings for the City in its performance of essential governmental functions and/or functions incidental thereto; and

WHEREAS, in order to finance not to exceed $3,300,000 for the lease-to-own acquisition and installation of the Equipment, the City proposes to enter into the following documents with Sterling National Bank (the "Bank"): (ii) an Equipment Lease/Purchase Agreement (the "Agreement"), (ii) an Escrow Agreement, also with Sterling National Bank (the "Escrow Agreement"), and (iii) a Third Party Custodian Agreement to be entered into among the City, the Bank and The Bank of New York (the "Custodian Agreement" and collectively, the "Agreements"), the forms of which have been presented to this City Council at this meeting; and

WHEREAS, the information required to be obtained and disclosed by this City Council pursuant to Section 5852.1 of the California Government Code with respect to the financing of the Equipment is set forth in the staff report accompanying this Resolution; and

WHEREAS, this City Council deems it for the benefit of the City and for the efficient and effective administration thereof to enter into the Agreements, and other documentation related to the financing of the Equipment for the purchase, acquisition and leasing of the Equipment on the terms and conditions therein provided;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Council as follows:

1. Approval of Documents. The form, terms and provisions of the Agreements are hereby approved in substantially the forms on file with this City Council at this meeting, with such insertions, omissions and changes as shall be approved by City Manager, Finance Director or such other person or persons as either of them may designate (collectively, the "Authorized

Officers"), and the execution of the Agreements shall be conclusive evidence of such approval; provided, that the maximum principal amount under the Agreement shall not exceed $3,300,000 and the interest rate attributable to the rental payments payable under the Agreement shall not exceed 2.20% (except in the case of any increase to the interest rate due to a default or an event of taxability). Subject to the foregoing, each of the Authorized Officers is hereby authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest, the Agreements.

2. Other Actions Authorized. Each of the Authorized Officers and each of the other officers and employees of the City shall take all action necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated by this Resolution (including the execution, in writing or electronically, and delivery of certificates, disbursement requests, tax certificates and agreements, as contemplated in the Agreements) and to take all action necessary in conformity therewith, including, without limitation, the execution, in writing or electronically, and delivery of any closing and other documents required to be delivered in connection with the Agreements. Whenever in this resolution any officer of the City is authorized to execute or attest any document, or take any action, such execution, attestation or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer shall be absent or unavailable.

3. Appointment of Authorized City Representatives. Each of the Authorized Officers is hereby designated to act as an authorized representative of the City for purposes of the Agreements, until such time as an Authorized Officer and/or this City Council shall designate any other or different authorized representative for purposes of the Agreements.

4. No General Liability. Nothing contained in this Resolution, the Agreements nor any other instrument shall be construed with respect to the City as incurring a pecuniary liability or charge upon the general credit of the City or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreements or any other instrument or document executed in connection therewith impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing power, except to the extent that the lease payments payable under the Agreement are limited obligations of the City, subject to annual appropriation, as provided in the Agreement.

5. Effectiveness. This Resolution shall be effective immediately upon its approval and adoption.

** * * *

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS ____ DAY OF NOVEMBER, 2020, by the following votes:

AYES:
NOES:
ABSENT:
ABSTAINED:

J.R.McCarty, Mayor

ATTEST:

Rouze Roberts, City Clerk

GILMORE & BELL, P.C.
DRAFT-NOVEMBER 4, 2020

$3,249,648
EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF NOVEMBER 24, 2020, BETWEEN
STERLING NATIONAL BANK, AS LESSOR, AND THE
CITY OF OAKDALE, CALIFORNIA, AS LESSEE

CLOSING DATE: NOVEMBER 24, 2020

LIST OF CLOSING DOCUMENTS

Document Number

1. Equipment Lease Purchase Agreement, with the following exhibits attached:

   Exhibit A: Equipment Schedule.
   Exhibit B: Payment Schedule.

2. Escrow Agreement, with the following items attached:

   Exhibit A: Form of Certificate of Acceptance and Payment Request.
   Exhibit B: Third Party Escrow Collateralization Custodian Agreement.

3. Lessee's Closing Certificate, with evidence of authorization from Lessee's governing body attached, together with notice of public hearing.

4. Essential Use Certificate.

5. Federal Tax Certificate, together with IRS Form 8038-G.

6. Opinion(s) of Lessee Counsel (validity opinion and tax opinion).

7. Insurance Coverage Requirements, together with certificates of insurance.

8. Facility Solutions Agreement.

9. Payment and Performance Bonds, together with Dual Obligee Rider naming Lessor as an additional obligee.

10. Copies of Lessee's CEC Loan Documents.

11. UCC Search Results.

12. UCC-1 Financing Statement.

13. Form W-9 from Lessee.

14. Letter from Sterling National Bank to Lessee regarding municipal advisor representation; Lender Letter from Sterling National Bank.

15. CDIAC Filings.
    A. Report of Proposed Debt Issuance.
    B. Report of Final Sale.

16. Participation Certificate between Sterling National Bank and Sterling National Funding Corp.

17. Distribution List.

18. Certificate of Acceptance and Payment Request No. 1 (cost of issuance).

# # #

EQUIPMENT LEASE PURCHASE AGREEMENT

THIS EQUIPMENT LEASE PURCHASE AGREEMENT (the "Agreement"), is dated as of November 24, 2020, between **STERLING NATIONAL BANK,** a national banking association organized and existing under the laws of the United States of America, as Lessor ("Lessor"), and the **CITY OF OAKDALE, CALIFORNIA**, a political subdivision organized and existing under the laws of the State of California, as Lessee ("Lessee"), wherein the parties hereby agree as follows:

Section 1. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Equipment Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commences, which date will be the earlier of (i) the date on which the Equipment is accepted by Lessee in the manner described in **Section 13**, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an escrow agent.

"Date of Taxability" means the date as of which the interest components of Rental Payments becomes includable in the gross income of Lessor for federal income taxation purposes because of a Determination of Taxability.

"Determination of Taxability" means any event or occurrence or any determination, decision or decree made in regard to Section 103 of the Code by the Commissioner of the Internal Revenue Service or any officer of the Internal Revenue Service empowered to make such determinations, or by any court of competent jurisdiction, to the effect that the interest components of Rental Payments under this Agreement are includable in the gross income of Lessor for federal income taxation purposes due to any actions or omissions of Lessee.

"Equipment" means the property described on the Equipment Schedule attached hereto as **Exhibit A**, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

"Event of Default" means an Event of Default described in **Section 35**.

"Issuance Year" is the calendar year in which the Commencement Date occurs.

"Lease Term" means the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in **Section 6**.

"Lessee" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Lessor" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Maximum Lease Term" means the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment Date set forth on the Payment Schedule.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Payment Schedule" means the schedule of Rental Payments and Purchase Price set forth on **Exhibit B**.

"Purchase Price" means the amount set forth on the Payment Schedule that Lessee may, at its option, pay to Lessor to purchase the Equipment.

"Renewal Terms" means the optional renewal terms of this Agreement, each having a duration of one year and a term co-extensive with Lessee's fiscal year.

"Rental Payment Dates" means the dates set forth on the Payment Schedule on which Rental Payments are due.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to **Section 9**.

"State" means the State of California.

"Taxable Rate" means an interest rate equal to 4.00% per annum.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment, as listed on **Exhibit A**.

Section 2. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a political subdivision. Lessee has a substantial amount of one or more of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (iii) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(g) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(i) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(j) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(k) The Equipment described in this Agreement is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by

Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority.

(l) Neither the payment of the Rental Payments hereunder nor any portion thereof is (i) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code). No portion of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(n) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of this Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(o) Lessee has never failed to pay payments coming due under any bond issue, lease purchase agreement or other indebtedness obligation of Lessee.

(p) The useful life of the Equipment will not be less than the Maximum Lease Term.

(q) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to induce Lessor to enter into this Agreement and the escrow agreement, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(r) Lessee has provided Lessor with audited financial statements through June 30, 2019. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due under this Agreement since June 30, 2019.

(s) The total estimated cost of acquiring and installing the Equipment is $6,053,675.25, a portion of which costs ($3,000,000) will be obtained by Lessee from proceeds of a loan from the California Energy Resources Corporation (the "CEC Loan"). Lessee agrees to use the proceeds of the CEC Loan to pay all costs of acquiring the Equipment in excess of the amount deposited by Lessor in the escrow fund established under the related escrow agreement allocated to payment of costs of the Equipment.

(t) The Equipment is not a replacement, repair, substitution or proceeds of any equipment or personal property subject to a prior lien or security interest of a third party.

(u) Lessee is the fee owner of the real estate where the Equipment is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such real estate.

(v) Lessee hereby designates this Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed $10,000,000. Lessee and all subordinate entities thereof will not issue or enter into in excess of $10,000,000 of qualified tax-exempt obligations (including this Agreement but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the designation of this Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

Section 3. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment, together with any costs of entering into this Agreement that are expected to be financed under this Agreement, will not be less than the total principal portion of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months of the Commencement Date.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

Section 4. Lease of Equipment. Lessor hereby demises, leases and lets the Equipment to Lessee, and Lessee rents, leases and hires the Equipment from Lessor, in accordance with the provisions of this Agreement, for the Lease Term.

Section 5. Lease Term. The Original Term of this Agreement will commence on the Commencement Date and will terminate on the last day of Lessee's current fiscal year. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term. At the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee will be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee has terminated this Agreement pursuant to **Section 6** or **Section 31**. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except that the Rental Payments will be as provided in the Payment Schedule.

Section 6. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term of this Agreement and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to **Section 8**;

(b) the exercise by Lessee of the option to purchase the Equipment under the provisions of **Section 31** and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate this Agreement under **Section 36**; or

(d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

Section 7. Continuation of Lease Term. Lessee currently intends, subject to the provisions of **Section 8** and **Section 12**, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 8. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds will not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, as set forth in the Payment Schedule, this Agreement will be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice will not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor.

Section 9. Rental Payments. Lessee will pay Rental Payments from all legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth on the Payment Schedule. Rental Payments will be in consideration for Lessee's use of the Equipment during the fiscal year in which such payments are due. Any Rental Payment not

received on or before its due date will bear interest at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from its due date.

In the event of a Determination of Taxability, from and after the Date of Taxability, the interest components of Rental Payments shall bear interest at the Taxable Rate.

Section 10. Interest Component. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 11. Rental Payments To Be Unconditional. Except as provided in Section 8, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances.

Section 12. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee, is from year to year and does not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

Section 13. Delivery, Installation and Acceptance of the Equipment. Lessee will order the Equipment, cause the Equipment to be delivered and installed at the locations specified on **Exhibit A** and pay any and all delivery and installation costs in connection therewith. When the Equipment has been delivered and installed, Lessee will immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in form and substance acceptable to Lessor. After it has been installed, the Equipment will not be moved from the locations specified on **Exhibit A** without Lessor's consent, which consent will not be unreasonably withheld.

Section 14. Enjoyment of Equipment. Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 15. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 16. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement.

Section 17. Maintenance of Equipment. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Equipment. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor.

Section 18. Title to the Equipment. During the Lease Term, title to the Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title will thereafter immediately and without any action by Lessee vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to **Section 31** or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or

Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 19. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising the escrow fund, if any, established under any related escrow agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.

Section 20. Personal Property; No Encumbrances. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; provided, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment acceptable to Lessor or its assigns in its discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not unreasonably withheld.

Section 21. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

Section 22. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall also provide or cause to be provided to Lessor payment and performance bonds from the Vendor, each naming Lessor as a dual obligee and issued by a surety company rated "A" or better by AM Best in an amount equal to the Equipment. All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessor as a loss payee and an additional insured and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 23. Advances. In the event Lessee fails to maintain the insurance required by this Agreement, pay taxes or charges required to be paid by it under this Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums on the thereof, pay such taxes and charges and make such Equipment repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less.

Section 24. Financial Information. Lessee shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted government accounting standards, consistently applied, of all its business

and affairs. Lessee shall have an annual audit of the financial condition of Lessee made by an independent certified public accountant promptly following the end of each fiscal year. Such report shall include statements in reasonable detail, certified by such accountant, reflecting Lessee's financial position as of the end of such fiscal year and the results of Lessee's operations and changes in the financial position of its funds for the fiscal year. Lessee shall furnish to Lessor copies of such audit report immediately after it is accepted by Lessee, but not later than 360 days after the end of the fiscal year. If the audit is publicly available on Lessee's website or on the "EMMA" website maintained by the Municipal Securities Rulemaking Board, the requirement to provide the audit to Lessor will be satisfied if Lessee emails a link to the posted item to Lessor within such 360-day period. The electronic audit or link may be sent to the following email address (or such other address as Lessor supplies to Lessee in writing): Public_Finance_Servicing@snbcloud.onmicrosoft.com.

Section 25. Release and Indemnification. To the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein, except for those liabilities, obligations, losses, claims and damages arising from the sole negligence or willful misconduct of Lessor. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 26. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 27. Damage, Destruction, Condemnation; Use of Proceeds. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee has exercised its option to purchase the Equipment pursuant to **Section 31**. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

Section 28. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 27**, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to **Section 31**. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under **Section 9**.

Section 29. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

Section 30. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any such rights. Lessee hereby assigns to Lessor during the Lease Term all warranties running from the Vendor to Lessee. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor. Any such matter will not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including

the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by the Vendor.

Section 31. Purchase Option; Prepayment.

(a) Lessee will have the option to purchase the Equipment, upon giving written notice to Lessor at least 30 days before the date of purchase, at the following times and upon the following terms:

(i) On any Rental Payment Date, upon payment in full of the Rental Payment then due hereunder plus all other amounts due hereunder plus the then-applicable Purchase Price to Lessor; or

(ii) In the event of substantial damage to or destruction or condemnation (other than by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payment and all other amounts then due hereunder plus (A) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (B) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months.

Upon the exercise of the option to purchase set forth above, title to the Equipment will be vested in Lessee, free and clear of any claim by or through Lessor.

(b) In the event monies remain in any escrow fund established under an escrow agreement, upon receipt by the escrow agent under such escrow agreement of a duly executed certificate of acceptance and payment request identified as the final such request, the remaining monies in such escrow fund shall, first be applied to all reasonable fees and expenses incurred by such escrow agent, if applicable, in connection with such escrow fund as evidenced by its statement forwarded to Lessor and Lessee; and, second be paid to Lessor, for application against the outstanding principal components of Rental Payments, including prepayment of Rental Payments hereunder, unless Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is applied against the outstanding principal components of Rental Payments, the Payment Schedule attached hereto will be revised accordingly.

Section 32. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to **Section 31** represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and installation of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Equipment.

Section 33. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective against Lessee until (a) Lessee has received written notice of the name and address of the assignee and (b) in the event that such assignment is made to a bank or trust company for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a register by which a record of the names and addresses of such holders as of any particular time is kept and agrees, upon request of Lessee, to furnish such information to Lessee. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and agrees to the filing of financing statements with respect to the Equipment and this

Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor.

Section 34. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

Section 35. Events of Default Defined. Subject to the provisions of **Section 8**, any of the following will be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in **Section 35(a)**, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 36. Remedies on Default. Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder plus the applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due hereunder plus the remaining Rental Payments and other amounts payable by Lessee to the end of the then current Original Term or Renewal Term; and

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 37. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

Section 38. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

Section 39. Binding Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

Section 40. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 41. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 42. Amendments. This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 43. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 44. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 45. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State.

Section 46. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 47. Role of Lessor. Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

Section 48. Participation of Agreement from Lessor to SNFC. Lessor hereby notifies Lessee, and Lessee hereby acknowledges such notification, that simultaneously with the execution and delivery of this Agreement, Lessor will enter into a participation agreement with Sterling National Funding Corp., a New York corporation and a wholly-owned subsidiary of Lessor ("SNFC"), whereby Lessor will sell to SNFC a 100% participation interest in this Agreement at par. Lessor will continue to service this Agreement and collect all Rental Payments and payment of the Purchase Price hereunder.

Section 49. Lessee's Notice Filings Related to this Agreement for SEC Rule 15c2-12. In connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee

on and after February 27, 2019, pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessor acknowledges that Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice that Lessee has incurred obligations under this Agreement and notice of certain subsequent events reflecting financial difficulties in connection with this Agreement. Lessee agrees that it shall not file or submit, or permit to be filed or submitted, with EMMA any documentation that includes the following unredacted sensitive or confidential information about Lessor or its affiliates: address and account information of Lessor or its affiliate, e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of Lessor or its affiliates, or any account information for any related escrow agreement, unless otherwise required for compliance with the Rule or otherwise required by law. Lessee acknowledges that Lessor is not responsible for Lessee's compliance or noncompliance with the Rule or any Continuing Disclosure Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

STERLING NATIONAL BANK

By: _____
Name: Kevin C. King
Title: Senior Vice President, Senior Managing Director
Address: 500 Seventh Avenue, 3rd Floor
New York, NY 10018
Attention: Public Sector Finance

CITY OF OAKDALE, CALIFORNIA

By: _____
Name: _____
Title: _____
Address: 280 North Third Avenue
Oakdale, CA 95361

CERTIFICATION

I, the undersigned, do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the fiscal year of Lessee is from July 1 to June 30.

DATED: November 24, 2020.

By: _____
Name: _____
Title: _____

EXHIBIT A TO EQUIPMENT LEASE PURCHASE AGREEMENT

EQUIPMENT SCHEDULE

Equipment Description:

The Equipment consists of all equipment acquired and installed in connection with the energy savings improvements described in the Facility Solutions Agreement dated September 21, 2020, between Lessee and Famand, Inc. (dba SitelogIQ), as described in and at the locations listed therein, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof. See also "Work Order 1" attached hereto for a further description of the Equipment. *[Work Order 1 from Facility Solutions Agreement to be attached.]*

Locations:

The Equipment will be located at the following facilities and locations:

- Airport – 8191 Laughlin Road, Oakdale, CA. APN: 010039009
- Gene Bianchi Community Center- 110 South 2nd Ave, Oakdale, CA. APN: 130009001
- Animal Control - 9750 Liberini Ave. Oakdale, CA. APN: 006011042
- Public Works- 455 South 5th Ave. Oakdale, CA. APN: 129009001
- Parks Division- 460 South 4th Ave, Oakdale, CA. APN: 129005002
- Police Department-280 North 3rd Ave, Oakdale, CA. APN: 130003049
- Youth Building- 297 Gilbert Ave, Oakdale, CA. APN: 130029032
- Wastewater Treatment Plant- 9700 Liberini Ave, Oakdale, CA. APN: 006011042
- City Council Chambers- 277 North 2nd Ave, Oakdale, CA. APN: 130003044
- City Hall- 280 North 3rd Ave, Oakdale, CA. APN: 130003049
- Gladys Lemmons Senior Center – 450 E. A St, Oakdale, CA. APN: 064001006
- Fire Station #2 – 450 S. Willowood Dr. Oakdale, CA. APN: 063051024
- Bridle Ridge Community (Street Lighting)

Vendor:

The Vendor for the Equipment is SiteLogIQ, 1512 Silica Avenue, Sacramento, CA 95815.

This Equipment Schedule shall be deemed to be supplemented by the descriptions of the Equipment included in the Certificate of Acceptance and Payment Requests submitted for approval to Lessor pursuant to the Escrow Agreement dated as of November 24, 2020, among Lessor, Lessee and Sterling National Bank, in its capacity as escrow agent, which descriptions shall be deemed to be incorporated herein.

EXHIBIT B TO EQUIPMENT LEASE PURCHASE AGREEMENT

PAYMENT SCHEDULE

Principal Amount: $3,249,648
Interest Rate: 2.15%; 30/360 basis
Commencement Date: November 24, 2020
Rental Payments will be made in accordance with **Section 9** and this Payment Schedule.

Rental Payment Date	Total Rental Payment	Interest Portion	Principal Portion	Purchase Price*
6/1/2021	$ 36,292.25	$36,292.25**	$ 0.00	$3,314,640.96
12/1/2021	34,933.72	34,933.72**	0.00	3,314,640.96
6/1/2022	34,933.72	34,933.72**	0.00	3,314,640.96
12/1/2022	128,707.72	34,933.72	93,774	3,218,991.48
6/1/2023	127,699.65	33,925.65	93,774	3,123,342.00
12/1/2023	131,297.58	32,917.58	98,380	3,022,994.40
6/1/2024	130,240.99	31,859.99	98,381	2,893,992.39
12/1/2024	133,940.39	30,802.39	103,138	2,789,823.01
6/1/2025	132,831.66	29,693.66	103,138	2,685,653.63
12/1/2025	136,636.93	28,584.93	108,052	2,576,521.11
6/1/2026	135,474.37	27,423.37	108,051	2,467,389.60
12/1/2026	139,386.82	26,261.82	113,125	2,353,133.35
6/1/2027	138,169.73	25,045.73	113,124	2,238,878.11
12/1/2027	142,190.64	23,829.64	118,361	2,119,333.50
6/1/2028	140,919.26	22,557.26	118,362	1,979,988.00
12/1/2028	145,052.87	21,284.87	123,768	1,856,220.00
6/1/2029	143,722.37	19,954.37	123,768	1,732,452.00
12/1/2029	147,971.86	18,623.86	129,348	1,603,104.00
6/1/2030	146,581.37	17,233.37	129,348	1,473,756.00
12/1/2030	150,949.88	15,842.88	135,107	1,338,649.00
6/1/2031	149,497.48	14,390.48	135,107	1,203,542.00
12/1/2031	153,988.08	12,938.08	141,050	1,062,492.00
6/1/2032	152,471.79	11,421.79	141,050	921,442.00
12/1/2032	157,087.50	9,905.50	147,182	774,260.00
6/1/2033	155,504.30	8,323.30	147,181	627,079.00
12/1/2033	160,248.10	6,741.10	153,507	473,572.00
6/1/2034	158,597.90	5,090.90	153,507	320,065.00
12/1/2034	163,472.70	3,440.70	160,032	160,033.00
6/1/2035	161,753.35	1,720.35	160,033	0.00
Totals	$3,870,554.98	$620,906.98	$3,249,648	

CITY OF OAKDALE, CALIFORNIA

By: _____
Name: _____
Title: _____

* Lessee's option to purchase is subject to provisions of Section 31 of the Agreement.

** The Total Rental Payment due on this Rental Payment Date will be paid by Escrow Agent from moneys on deposit in the Escrow Fund.

ESCROW AGREEMENT

LESSOR:
Sterling National Bank
500 Seventh Avenue, 3rd Floor
New York, NY 10018
Attention: Public Sector Finance

ESCROW AGENT:
Sterling National Bank
500 Seventh Avenue, 3rd Floor
New York, NY 10018
Attention: Public Sector Finance

LESSEE:
City of Oakdale, California
280 North Third Avenue
Oakdale, CA 95361

THIS ESCROW AGREEMENT (this "Escrow Agreement") dated November 24, 2020, is entered into by and among Sterling National Bank (in its capacity as lessor, "Lessor"), the City of Oakdale, California ("Lessee"), and Sterling National Bank (in its capacity as escrow agent, the "Escrow Agent").

Lessor and Lessee have heretofore entered into that certain Equipment Lease Purchase Agreement dated as of November 24, 2020 (the "Agreement"). The Agreement contemplates that certain Equipment described therein (the "Equipment") is to be acquired from the vendor(s) or manufacturer(s) thereof.

After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Agreement.

The Agreement contemplates that Lessor will deposit with the Escrow Agent cash in the amount of $3,249,648, to be held in escrow by the Escrow Agent and applied on the express terms and conditions set forth herein. Such deposit, together with all interest and additions received with respect thereto (hereinafter, the "Escrow Fund"), is to be applied from time to time to (a) pay certain costs of acquiring the Equipment (a portion of which may be paid in multiple payments and prior to acceptance of all Equipment by Lessee), (b) to pay the interest portion of Rental Payments as they become due, representing capitalized interest from the date hereof, beginning on June 1, 2021 and ending on June 1, 2022, and (c) pay certain costs of entering into the Agreement.

The parties desire to set forth the terms on which the escrow fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, the parties agree as follows:

Section 1. Each of Lessor and Lessee hereby appoint, and the Escrow Agent hereby agrees, to serve as escrow agent upon the express terms and conditions set forth herein. The Escrow Agent shall establish and maintain the Escrow Fund as an interest-bearing demand deposit account held by the Escrow Agent in the name of Lessee, but subject to Lessor's security interest therein and other conditions of this Escrow Agreement, such account being identified as Demand Deposit Account #_____ *[to be provided by the Escrow Agent]* held by the Escrow Agent. Amounts on deposit in the Escrow Fund above the FDIC-insured limit will be collateralized pursuant to the Third Party Custodian Agreement dated the date hereof among Lessee, the Escrow Agent and The Bank of New York, as custodian, which is attached hereto as **Exhibit B.** The Escrow Agent agrees that the Escrow Fund shall be held irrevocably in trust for the account and benefit of Lessee and Lessor and all interest earned with respect to the Escrow Fund shall accrue to the benefit of Lessee and shall be applied as expressly set forth herein.

To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and any negotiable instruments from time to time comprising the Escrow Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash and negotiable instruments on behalf of Lessor.

Section 2. On such day as determined to the mutual satisfaction of the parties (the "Commencement Date"), Lessor shall deposit with the Escrow Agent cash in the amount of $3,249,648, to be held by the Escrow Agent on the express terms and conditions set forth herein. The Escrow Agent agrees to accept the deposit of the Escrow Fund by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto in escrow on the express terms and conditions set forth herein.

Section 3. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

Section 4. Lessor and Lessee hereby authorize the Escrow Agent to take the following actions with respect to the Escrow Fund:

a. Lessor and Lessee hereby authorize the Escrow Agent to pay from the Escrow Fund to Lessor interest on the Agreement as it becomes due representing capitalized interest from the date hereof, on the following dates and amounts, upon receipt of payment instructions provided by Lessor to the Escrow Agent:

Date	Amount
06/01/2021	$36,292.25
12/01/2021	34,933.72
06/01/2022	34,933.72

b. From time to time, the Escrow Agent shall pay the vendor or manufacturer of the Equipment or Lessee or other payee upon receipt of the following: (i) a duly executed Certificate of Acceptance and Payment Request in the form attached as **Exhibit A** to this Escrow Agreement approved for payment by Lessor (or its assignee, if any), (ii) the vendor(s) or manufacturer(s) invoice(s) specifying the acquisition price of the Equipment described in the payment request, (iii) in the event that certain costs of entering into the Agreement are described in the payment request, invoice(s), budget(s), closing statement(s) or other additional documentation specifying the amount(s) of such costs, and (iv) any additional documentation required by Lessor prior to Lessor's approval of such payment request. Lessor's approval on the Certificate of Acceptance and Payment Request in each case shall be conclusive evidence that all invoices, budgets, closing statements and any additional documentation requirements have been received by and are acceptable to Lessor for payment purposes. Without limiting the foregoing, Lessor shall not be required to approve any such payment unless and until Lessee shall have provided to Lessor (i) certificates of insurance evidencing coverage in accordance with Section 22 of the Agreement and satisfactory to Lessor, and (ii) payment and performance bonds, each naming Lessor as a dual obligee and issued by a surety company rated "A" or better by AM Best in form and substance satisfactory to Lessor.

c. In the event that Lessor provides to the Escrow Agent and the Escrow Agent actually receives written notice of the occurrence of an Event of Default as defined in the Agreement or a nonappropriation by Lessee under the Agreement, the Escrow Agent shall thereupon promptly remit to Lessor the entire balance of the Escrow Fund *after* application of the Escrow Fund to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessor and Lessee.

d. Upon actual receipt by the Escrow Agent of a duly executed Certificate of Acceptance and Payment Request identified as the final such request, the remaining monies in the Escrow Fund shall, *first* be applied to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessor and Lessee; subject to Section 5 below; and, *second* be paid to Lessor, for its application against the outstanding principal components of Rental Payments (as defined in the Agreement) under the Agreement, as provided therein, unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Payment Schedule attached to the Agreement will be revised accordingly as specified by Lessor.

e. Lessor and Lessee agree that the security procedures under this Section 4 are commercially reasonable.

f. In the event that the Escrow Agent makes any payment to any payee pursuant to this Escrow Agreement and for any reason such payment (or any portion thereof) is required to be returned to the Escrow Fund or is subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a receiver, trustee or other party under any bankruptcy or insolvency law, other federal or state law, common law or equitable doctrine, then the party who benefited from the payment to the payee shall repay to the Escrow Agent upon written request the amount so paid to the payee. The Escrow Agent shall not be liable to any party or any other person by reason of such payment.

Section 5. So long as the Escrow Agent is the same entity as Lessor or any affiliate of Lessor, Lessor shall pay, and Lessee shall have no responsibility for, reasonable fees and expenses of the Escrow Agent in providing its usual and customary duties under this Escrow Agreement, which encompasses (i) review, negotiation and execution of governing documentation,

opening of the account, and completion of all due diligence documentation, and (ii) usual and customary ministerial duties, including record keeping, distributions, document compliance and such other duties and responsibilities expressly set forth in this Escrow Agreement. Lessee shall pay all reasonable fees of the Escrow Agent for any additional services beyond the standard services as previously specified, including all reasonable out-of-pocket expenses including attorney's or accountant's fees and expenses, all of which will be considered extraordinary services, for which related costs, transaction charges, and additional fees may be billed at the Escrow Agent's then standard rate. Disbursements, receipts or tax reporting exceeding 25 items per year may be treated as extraordinary services.

Section 6.

a. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee and Lessor in connection with this Escrow Agreement which the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own gross negligence or willful misconduct. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investment decisions made pursuant to Section 4. The Escrow Agent shall have only those duties and responsibilities as expressly set forth herein, and no other duty, obligation or covenant, fiduciary or otherwise, shall be implied or enforceable against the Escrow Agent by any person.

b. Without limiting the effect of Section 6(a) hereof, the Escrow Agent shall have no obligation or liability to any other party hereto (or any person claiming through any of them): (i) to review, examine, enforce, administer or take notice of any agreement, instrument or document other than this Escrow Agreement; (ii) to determine whether any conditions precedent to a disbursement of moneys in the Escrow Fund, other than as set forth in Section 4, have been or will be satisfied or otherwise to investigate any notice received by the Escrow Agent hereunder; (iii) to evaluate or determine the validity or legality of any action or omission of any third party, including any federal or state bank regulator; (iv) to make any payment to the other parties or other payees set forth in written instructions received under Section 4 from any source other than moneys in the Escrow Fund, and no such payment shall be made if the amount of moneys on deposit in the Escrow Fund is inadequate; (v) to communicate with any person other than as expressly provided for in this Escrow Agreement; (vi) for any action or omission of the Escrow Agent taken or made upon the oral or written, joint instructions of the parties hereto; (vii) for any other action or omission of, or for errors in judgment by, the Escrow Agent under or in connection with this Escrow Agreement taken or made in good faith and without gross negligence or willful misconduct; and (viii) for special, incidental, consequential, indirect or punitive damages in any event, even if the Escrow Agent has been advised or was otherwise aware of the likelihood of such loss or damages and regardless of the form of action.

Section 7. To the extent authorized by law, Lessee hereby agrees to indemnify and save the Escrow Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to the Escrow Agent's gross negligence or willful misconduct. No indemnification will be made under this Section or elsewhere in this Escrow Agreement for damages arising solely out of gross negligence or willful misconduct by the Escrow Agent, its officers, agents, employees, successors or assigns.

Section 8. The Escrow Agent may at any time resign by giving at least 30 days' prior written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of the successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by instrument in writing executed by Lessor and Lessee. Such notice shall set forth the effective date of the removal. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent.

Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund then held by it to the successor Escrow Agent selected by Lessor and Lessee.

If the other parties are unable to agree upon a successor escrow agent within 30 days after such notice, the other parties hereby agree that either of them acting unilaterally shall apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid in accordance with Section 5.

Section 9. In the event of any dispute with respect to the Escrow Fund, the interpretation of this Escrow Agreement or the rights and obligations of the parties hereunder, or to the propriety of any action contemplated by the Escrow Agent hereunder, or if the Escrow Agent in good faith is in doubt as to what action should be taken hereunder, then in any such case the Escrow Agent shall not be obligated to resolve the dispute or disagreement or to make any disbursement of all or any

portion of the Escrow Fund, but may commence an action in the nature of an interpleader and seek to deposit such funds with a court of competent jurisdiction, and thereby shall be discharged from any further duty or obligation with respect to the Escrow Fund. The costs of such interpleader action shall be borne by Lessee. In the event Lessee shall fail on demand to reimburse the Escrow Agent for such costs, then Lessee irrevocably authorizes the Escrow Agent to deduct any such amounts from the Escrow Fund without any further notice or demand to any person. The Escrow Agent may, in its sole discretion in lieu of filing such action in interpleader, elect to cease to perform under this Escrow Agreement and to ignore all instructions received in connection herewith until the Escrow Agent has received a written notice of resolution signed by the parties to such dispute or disagreement or an order of a court of competent jurisdiction over the matter directing a disposition of the Escrow Fund.

Section 10. This Escrow Agreement and the Escrow Fund established hereunder shall terminate upon receipt by the Escrow Agent of the written notice from Lessor specified in Section 4(b) or Section 4(c) hereof.

Section 11. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other parties at their respective addresses shown on page 1 of this Escrow Agreement or at such other address as each such party shall from time to time designate in writing to the other parties; and shall be effective on the date or receipt. In addition, all notices sent to the Escrow Agent shall also be sent as follows:

Sterling National Bank
21 Scarsdale Road
Yonkers, NY 10707
Attention: Office of the General Counsel

Section 12. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor and Lessee.

Section 13. Except as provided in the next sentence, this Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties. This Escrow Agreement is in addition to any related account applications and other account opening and authorizing documents and/or resolutions on file with the Escrow Agent and such documents are hereby incorporated by reference into this Escrow Agreement (the "Account Agreements"). In the event that there are inconsistencies between this Escrow Agreement and any other Account Agreement, the terms of this Escrow Agreement shall control.

Section 14. The Escrow Agent may employ agents, attorneys and accountants in connection with its duties hereunder (such costs to be paid as set forth in Section 5) and shall not be liable for any action taken or omitted in good faith in accordance with the advice of counsel, accountants or other skilled persons.

Section 15. This Escrow Agreement shall be governed by and be construed and interpreted in accordance with the internal laws of the State of California (the "State").

Section 16. This Escrow Agreement may be executed in several counterparts, and each counterpart so executed will be an original. In addition, the parties agree that the transaction described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 17. TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN RESOLVING ANY CLAIM OR COUNTERCLAIM RELATING TO OR ARISING OUT OF THIS ESCROW AGREEMENT.

Section 18. Lessee represents, warrants and covenants for the benefit of the Escrow Agent as follows:

a. Lessee is authorized under the constitution and laws of the State to enter into this Escrow Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

b. Lessee has been duly authorized to execute and deliver this Escrow Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

c. This Escrow Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

Section 19. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Escrow Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

Section 20. With respect to the Agreement, Sterling National Bank shall have the same rights and powers under the Agreement as any other lessor and may exercise the same as though it were not the Escrow Agent. Lessor may lend money to, invest in, and generally engage in any kind of business with Lessee, all as if Sterling National Bank were not the Escrow Agent. Lessee acknowledges the potential conflict of interest between Sterling National Bank as Lessor and Sterling National Bank as the Escrow Agent.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

LESSOR: STERLING NATIONAL BANK

By: _____
Name: Kevin C. King
Title: Senior Vice President, Senior Managing Director

LESSEE: CITY OF OAKDALE, CALIFORNIA

By: _____
Name: _____
Title: _____

ESCROW AGENT: STERLING NATIONAL BANK

By: _____
Name: Kevin C. King
Title: Senior Vice President, Senior Managing Director

EXHIBIT A

FORM OF CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

Sterling National Bank (in its capacity as escrow agent, the "Escrow Agent"), as escrow agent under that certain Escrow Agreement dated November 24, 2020 (the "Escrow Agreement"), by and among the City of Oakdale, California ("Lessee"), Sterling National Bank (in its capacity as lessor, "Lessor") and the Escrow Agent, is hereby requested to pay from the Escrow Fund (as defined in the Escrow Agreement) established and maintained thereunder, the amount set forth below to the named payee(s). The equipment and costs described below are (i) costs of acquiring and installing part or all of the Equipment listed in the Equipment Schedule to that certain Equipment Lease Purchase Agreement dated as of November 24, 2020 (the "Agreement"), between Lessor and Lessee, or (ii) certain costs of entering into the Agreement. The amount shown is due and payable under (i) a purchase order or contract (or has been paid by and not previously reimbursed to Lessee), or (ii) invoices, budgets, closing statements or any other additional documentation.

DESCRIPTION OF EQUIPMENT OR FINANCING COST	AMOUNT	PAYEE

Lessee hereby certifies and represents to and agrees with Lessor as follows: (i) the amount to be disbursed is not being paid in advance of the time, if any, fixed for any payment, and does not include any retained percentage entitled to be retained by Lessee at this time; (ii) no amount requested to be disbursed was included in any payment request previously filed with the Escrow Agent for which payment was actually made by the Escrow Agent; (iii) Lessee has made such investigation of such sources of information as are deemed necessary and is of the opinion that the applicable portion of the Equipment and related work has been fully paid for, and no claim or claims exist against the Lessee or any Vendor out of which a lien based on furnishing labor or material exists or might arise; (iv) acquisition and installation of the applicable portion of the Equipment for which payment is being requested has been completed in accordance with plans and specifications approved by the Lessee and in accordance with the terms and conditions of the Facility Solutions Agreement dated September 21, 2020, between Lessee and Famand, Inc. (dba SitelogIQ) (the "Contract"), and said applicable portion of the Equipment is suitable and sufficient for the expected uses thereof, however, this statement is made without prejudice to any rights against third parties which exist at the date hereof or which may subsequently come into being; (v) the amount remaining in the Escrow Fund will, after payment of the amount requested, together with remaining proceeds of Lessee's loan from the California Energy Resources Corporation, be sufficient to pay the remaining costs of the Equipment; (vi) a present need exists for such Equipment for which payment is being requested, which need is not temporary or expected to diminish in the near future; (vii) such Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (viii) the estimated useful life of such Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to such Equipment; (ix) Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes as of the date of this Certificate; (x) such Equipment is covered by insurance in the types and amounts required by the Agreement; (xi) no Event of Default, as such term is defined in the Agreement, or nonappropriation under the Agreement, and no event which with the giving of notice or lapse of time or both, would become an Event of Default or nonappropriation under the Agreement, has occurred and is continuing on the date hereof; and (xii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Agreement during Lessee's current fiscal year.

Based on the foregoing, the Escrow Agent is hereby authorized and directed to pay or cause to be paid, the manufacturer(s)/vendor(s), Lessee or other payee(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) invoice(s) for costs being paid; (b) a current IRS Form W-9 for the payee (unless such IRS Form W-9 has been previously submitted to the Escrow Agent); and (c) lien waivers, if applicable.

IF REQUEST IS FOR REIMBURSEMENT, CHECK HERE ☐. Lessee paid an invoice prior to the commencement date identified in the Agreement and is requesting reimbursement for such payment. A copy of evidence of such payment, together with a copy of Lessee's Declaration of Official Intent and any other evidence required by Lessor prior to Lessor's approval hereof that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2, is hereby attached. Lessor's approval hereof shall evidence that Lessee has delivered to Lessor such required documentation.

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐. Lessee hereby certifies that (a) all of the Equipment described in the Agreement has been received in good condition and has been installed in accordance with the Contract; (b) such Equipment is accepted **"AS-IS, WHERE-IS"**; (c) Lessee has inspected the Equipment, and determined that it is in good working order and complies with all purchase orders, contracts and specifications; (d) Lessee has fully and satisfactorily performed all

covenants and conditions to be performed by it as of this date under the Agreement with regard to such Equipment; (e) Lessee waives any right to revoke its acceptance; and (f) the Equipment is fully insured in accordance with Section 22 of the Agreement. This certificate is made without prejudice to any rights against third parties which may exist as of the date hereof or which may subsequently come into being

Date: _____, 20___.

Approved for Payment:

STERLING NATIONAL BANK, as Lessor	CITY OF OAKDALE, CALIFORNIA, as Lessee
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT B

THIRD PARTY ESCROW COLLATERALIZATION CUSTODIAN AGREEMENT

[See form separately provided.]

LESSEE'S CLOSING CERTIFICATE

Re: Equipment Lease Purchase Agreement dated as of November 24, 2020, between the City of Oakdale, California, as lessee ("Lessee"), and Sterling National Bank, as lessor ("Lessor") (the "Agreement")

We, the undersigned, the duly appointed, qualified and acting _____ and _____ of the above-captioned Lessee do hereby certify as follows:

(1) Lessee did, at meetings of the governing body of Lessee held November 16, 2020, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Facility Solutions Agreement with Famand, Inc. (dba SitelogIQ) (the "Energy Contract"), the above-referenced Agreement and the related escrow agreement on its behalf by the following named representative of Lessee:

_____

Printed Name Title Signature

[This signature line to be signed by person who executed the Agreement, the Energy Contract and the related escrow agreement on behalf of Lessee.]

(2) The above-named representative of Lessee held at the time of such authorization and holds at the present time the office designated above and the signature set forth opposite his or her name is the true and correct specimen of his or her genuine signature.

(3) At the meetings described in (1) above, the representative of Lessee named in (1) above and the officers or employees of Lessee from time to time holding the offices or titles set forth below were designated as authorized representatives of Lessee for the Agreement and the related escrow agreement (any of them acting alone), and each of the persons listed below is the current holder of the office or title indicated and the signature set forth opposite name of each of them is the true and correct specimen of his or her genuine signature:

Title	Printed Name	Signature

(4) The meetings of the governing body of Lessee at which the Agreement, the Energy Contract and the related escrow agreement were approved and authorized to be executed were duly called, regularly convened and attended by the requisite majority of the members thereof or by other appropriate official approval, and the action approving the Agreement, the Energy Contract and the related escrow agreement and authorizing the execution thereof has not been altered or rescinded. *Attached hereto are true and correct copies of the resolutions or other documents constituting such official action, together with notice of public hearing.*

(5) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

(6) All insurance required in accordance with the Agreement is currently maintained by Lessee.

(7) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the Agreement), and such funds have not been expended for other purposes.

(8) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the interest of Lessor or its assigns, as the case may be, in the Equipment.

(9) The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the preceding four years.

(10) The correct billing address for Rental Payments is as follows:

City of Oakdale, California
280 North Third Avenue
Oakdale, CA 95361
Attention: Finance Director

Dated: November 24, 2020.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTACHMENT TO
LESSEE'S CLOSING CERTIFICATE

EVIDENCE OF AUTHORIZATION FROM LESSEE'S GOVERNING BODY,
TOGETHER WITH NOTICE OF PUBLIC HEARING
(per Section 4)

- *Please provide signed copy of resolution authorizing the Facility Solutions Agreement, containing findings as required by State Law.*
- *Please provide signed copy of resolution authorizing the Equipment Lease Purchase Agreement and related documents. If no resolution previously adopted, attached is a form of resolution for review.*
- *Please provide notice(s) of public hearing(s).*

ESSENTIAL USE CERTIFICATE

November 24, 2020

Sterling National Bank
500 Seventh Avenue, 3rd Floor
New York, NY 10018
Attention: Public Sector Finance

Re: Equipment Lease Purchase Agreement dated as of November 24, 2020, between the City of Oakdale, California, as lessee ("Lessee"), and Sterling National Bank, as lessor ("Lessor") (the "Agreement")

Ladies and Gentlemen:

I, _____, a duly elected, appointed, or designated representative of the City of Oakdale, California ("Lessee"), am qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Agreement:

1. *What is the specific use of the Equipment?*

To upgrade existing Lighting/HVAC infrastructure, and generate clean renewable energy for the City of Oakdale

2. *What increased capabilities will the Equipment provide?*

The proposed Lighting equipment will provide better quality lighting in indoor and outdoor spaces. The proposed HVAC equipment will provide warm/cold air more efficiently than existing equipment.

3. *Why is the Equipment essential to your ability to deliver governmental services?*

The City of Oakdale is committed to providing safe and comfortable indoor environments to City Staff and Residents.
In addition, the proposed Solar Arrays will reduce utility expenditures to the City, thereby creating an additional source of revenue that can be redirected to fund additional projects needed for the City.

4. *Does the Equipment replace existing equipment?*
(If so, please explain why you are replacing the existing equipment)

Yes. The existing Lighting/HVAC equipment is inefficient, and at the end of it's useful life.

5. *Why did you choose this specific Equipment?*

The City's Consultant/ Contractor SitelogIQ, has proposed the specific equipment based on site specific application, price, efficiency and warranty.

6. *For how many years do you expect to utilize the Equipment?*

The proposed equipment will be utilized for the entirety of the specific equipments expected useful life. LED Lamps 8-10 years. HVAC 15-20 years, Solar Inverters 10 Years, Solar Panels 25 + years.

7. *What revenue source will be utilized to make Rental Payments due under the Agreement?*

The project payments will be made from the savings generated by the Solar PV arrays.

Very truly yours,

CITY OF OAKDALE, CALIFORNIA

By: _____
Name: Bryan Whitemyer
Title: City Manager

FEDERAL TAX CERTIFICATE, TOGETHER WITH IRS FORM 8038-G AND OPINION OF SPECIAL TAX COUNSEL

[To be prepared by Lessee's Special Tax Counsel--Please provide drafts for review.]

OPINION OF LESSEE COUNSEL
(VALIDITY OPINION)
[Please furnish on Attorney's letterhead.]

November 24, 2020

Sterling National Bank
500 Seventh Avenue, 3rd Floor
New York, NY 10018
Attention: Public Sector Finance

Re: Equipment Lease Purchase Agreement dated as of November 24, 2020, between the City of Oakdale, California, as lessee ("Lessee"), and Sterling National Bank, as lessor ("Lessor") (the "Agreement")

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) an executed counterpart of the Agreement, which, among other things, provides for the lease by Lessee from Lessor of the Equipment, (b) an executed counterpart of the Escrow Agreement, dated as of November 24, 2020 (the "Escrow Agreement"), among Lessor, Lessee and Sterling National Bank, in its capacity as Escrow Agent, (c) an executed counterpart of the Facility Solutions Agreement dated September 21, 2020, between Lessee and Famand, Inc. (dba SitelogIQ) (the "Energy Contract"), (d) executed resolutions and/or ordinances of Lessee which, among other things, authorizes Lessee to execute the Agreement, the Energy Contract and the Escrow Agreement, and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a political subdivision duly organized and existing under the laws of the State of California, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Agreement, the Energy Contract and the Escrow Agreement and to perform its obligations under the Agreement, the Energy Contract and the Escrow Agreement.

3. The Agreement, the Energy Contract and the Escrow Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement, the Energy Contract and the Escrow Agreement are valid and binding obligations of Lessee enforceable in accordance with their respective terms.

4. The authorization, approval and execution of the Agreement, the Energy Contract and the Escrow Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws, including without limitation **[Note to Counsel: Reference applicable California energy savings statute]**.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement, the Energy Contract and the Escrow Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

6. The Equipment to be leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law.

7. The authorization, execution, delivery and performance of the Agreement, the Energy Contract and the Escrow Agreement by Lessee do not require submission to, approval of, or other action by any governmental authority or agency which action has not been taken and is final and non-appealable.

All capitalized terms herein will have the same meanings as in the Agreement. Lessor, its successors and assigns and any counsel rendering an opinion on the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation are entitled to rely on this opinion.

Very truly yours,

INSURANCE COVERAGE REQUIREMENTS

TO LESSOR: (CERTIFICATE HOLDER)
Sterling National Bank, ISAOA
500 Seventh Avenue, 3rd Floor
New York, NY 10018
Attention: Public Sector Finance

FROM LESSEE: (INSURED)
City of Oakdale, California
280 North Third Avenue
Oakdale, CA 95361

Equipment Lease Purchase Agreement dated as of November 24, 2020 (the "Agreement"), between the undersigned ("Lessee") and Sterling National Bank

EQUIPMENT LOCATIONS: See **Schedule 1** attached.

SUBJECT: INSURANCE COVERAGE REQUIREMENTS

Check All Appropriate Boxes:

☐ **Third-Party Insurance**. In accordance with Section 22 of the Agreement, we have instructed the insurance agent named below to issue the insurance indicated below (please fill in name, address and telephone number of insurance agent):

_____
_____
_____

☐ Casualty insurance on the leased equipment ("Equipment") covered by the Agreement, evidenced by a Certificate of Insurance and Long Form Loss Payable Clause **naming Sterling National Bank, and/or its assigns, as additional insured and loss payee.**

Coverage Required: Purchase Price (as defined in the Agreement) of the Equipment

☐ Public liability insurance evidenced by a Certificate of Insurance **naming Sterling National Bank, and/or its assigns, as additional insured.**

Minimum Coverage Required:
$1,000,000.00 per person
$1,000,000.00 aggregate bodily injury liability
$100,000.00 property damage liability

☐ Workers' compensation insurance evidenced by a Certificate of Insurance

Coverage Required: In compliance with State law

Proof of insurance coverage will be provided prior to the time the Equipment is delivered to us.

☐ **Self Insurance.** Pursuant to Section 22 of the Agreement, we are self-insured for:

☐ All risk, physical damage.

☐ Public liability.

Such self-insurance covers Sterling National Bank, and/or its assigns to the same extent that commercial insurance would otherwise be required to do so by the Agreement. We will provide proof of such self-insurance in letter form together with a copy of the statute or other authority authorizing this form of insurance.

LESSEE: CITY OF OAKDALE, CALIFORNIA

By: _____
Name: _____
Title: _____

SCHEDULE 1 TO
INSURANCE COVERAGE REQUIREMENTS

LIST OF EQUIPMENT LOCATIONS

- Airport – 8191 Laughlin Road, Oakdale, CA. APN: 010039009
- Gene Bianchi Community Center- 110 South 2nd Ave, Oakdale, CA. APN: 130009001
- Animal Control - 9750 Liberini Ave. Oakdale, CA. APN: 006011042
- Public Works- 455 South 5th Ave. Oakdale, CA. APN: 129009001
- Parks Division- 460 South 4th Ave, Oakdale, CA. APN: 129005002
- Police Department-280 North 3rd Ave, Oakdale, CA. APN: 130003049
- Youth Building- 297 Gilbert Ave, Oakdale, CA. APN: 130029032
- Wastewater Treatment Plant- 9700 Liberini Ave, Oakdale, CA. APN: 006011042
- City Council Chambers- 277 North 2nd Ave, Oakdale, CA. APN: 130003044
- City Hall- 280 North 3rd Ave, Oakdale, CA. APN: 130003049
- Gladys Lemmons Senior Center – 450 E. A St, Oakdale, CA. APN: 064001006
- Fire Station #2 – 450 S. Willowood Dr. Oakdale, CA. APN: 063051024
- Bridle Ridge Community (Street Lighting)

INSURANCE CERTIFICATES (PROPERTY, LIABILITY AND WORKERS' COMPENSATION) COMPLYING WITH THE PROVISIONS OF SECTION 22 OF THE AGREEMENT TO BE PROVIDED BY LESSEE, WITH THE FOLLOWING PARTY SHOWN AS LOSS PAYEE AND ADDITIONAL INSURED WITH RESPECT TO PROPERTY INSURANCE, AND SHOWN AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY INSURANCE:

Sterling National Bank and its successors and assigns
500 Seventh Avenue, 3rd Floor
New York, NY 10018
Attention: Public Sector Finance

[To be provided by Lessee prior to disbursement of funds from Escrow Fund for payment of costs of the Equipment.]

FACILITY SOLUTIONS AGREEMENT

[Signed copy on file with Lessor.]

PAYMENT AND PERFORMANCE BONDS RESPECTING THE EQUIPMENT, INCLUDING DUAL OBLIGEE RIDER SHOWING THE FOLLOWING PARTY AS ADDITIONAL OBLIGEE:

Sterling National Bank and its successors and assigns
500 Seventh Avenue, 3rd Floor
New York, NY 10018
Attention: Public Sector Finance

[To be provided by Vendor prior to disbursement of funds from Escrow Fund for payment of costs of the Equipment.]

COPIES OF LESSEE'S CEC LOAN DOCUMENTS

[Signed copy to be provided by Lessee prior to closing date.]

UCC SEARCH RESULTS

[On file with Lessor.]

UCC-1 FINANCING STATEMENT

[To be prepared and filed by Lessor Counsel.]

FORM W-9 FROM LESSEE

[Signed copy on file with Lessor.]

City of Oakdale, California
280 North Third Avenue
Oakdale, CA 95361

Re: $3,249,648 Equipment Lease Purchase Agreement dated as of November 24, 2020, between the City of Oakdale, California, as lessee, and Sterling National Bank, as lessor (the "Loan Obligation")

Ladies and Gentlemen:

Thank you for selecting Sterling National Bank ("SNB") as your lender. We are delivering this letter to describe our role in the transaction.

SNB has not acted and will not act as your agent or serve as your municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934). We have no fiduciary duty to you and intend only to enter into an arm's-length transaction involving extending credit to you through the purchase of the above-referenced Loan Obligation.

Any quote or indication of interest provided to you consists solely of the terms under which SNB may be willing to enter into a transaction with you for its own account.

Please acknowledge the foregoing by signing where indicated below and returning this letter via e-mail to our counsel, Gilmore & Bell, P.C. (e-mail: jjackson@gilmorebell.com). In addition, please identify below any registered municipal advisor, financial advisor or placement agent you are working with on this transaction.

Please let us know if you or your counsel would like to further discuss these matters. Thank you again for doing business with us. We look forward to working with you.

Date: November 24, 2020.

STERLING NATIONAL BANK

☐ Placement Agent _____
(Name of Firm)

☒ Financial Advisors/Registered Municipal Advisors: A. M. PECHE` & ASSOCIATES, LLC
DEL RIO ADVISORS, LLC

☐ No Placement Agent/Financial Advisor/Registered Municipal Advisor

Acknowledgement:
CITY OF OAKDALE, CALIFORNIA

By: _____
Name: _____
Title: _____

November 24, 2020

City of Oakdale, California
280 North Third Avenue
Oakdale, CA 95361

Re: $3,249,648 Equipment Lease Purchase Agreement dated as of November 24, 2020, between the City of Oakdale, California, as lessee, and Sterling National Bank, as lessor (the "Loan Obligation")

Ladies and Gentlemen:

Sterling National Bank (the "Lender") is extending credit to the City of Oakdale, California (the "City"), evidenced by the Loan Obligation to hold for its own account to maturity or earlier prepayment and has no present intent to distribute or sell any interest therein or portion thereof other than to an affiliate of the Lender, provided that the Lender retains the right at any time to dispose of the Loan Obligation or any interest therein or portion thereof, but agrees that any such sale, transfer or distribution by the Lender shall be made in accordance with applicable law and the provisions of the Loan Obligation. The Lender has required that as a condition to purchasing the Loan Obligation, that no CUSIP numbers be obtained and that the Loan Obligation not be made DTC eligible.

The Lender is a lender that regularly extends credit by making loans in the form of state and local government obligations; has knowledge and experience in financial and business matters that make it capable of evaluating the City, the Loan Obligation and the risks associated with the making of such loan; and has the ability to bear the economic risk of extending the credit evidenced by the Loan Obligation.

The Lender acknowledges that it is (a) a "qualified institutional buyer" as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the "Securities Act"), or (b) an "accredited investor" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act.

The Lender has conducted its own investigation of the financial condition of the City and of the security for the payment of the principal of and interest on the Loan Obligation, and has obtained such information regarding the Loan Obligation, the City and its operations, financial condition and financial prospects as the Lender deems necessary to make an informed credit decision with respect to the making of the loan evidenced by the Loan Obligation.

The Lender acknowledges that (a) the Loan Obligation (i) has not been registered under the Securities Act of 1933, as amended, (ii) has not been registered or otherwise qualified for sale under the securities laws of any state, (iii) will not be listed on any securities exchange, and (iv) will carry no rating from any rating agency; and (b) there is no established market for the Loan Obligation and that none is likely to develop. The Lender acknowledges that (a) the making of the loan evidenced by the Loan Obligation is not intended to be subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, and (b) the City has not prepared or caused to be prepared, any official statement, private placement memorandum or other offering document, or other disclosure document.

The Lender is not acting as a fiduciary for the City or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor or fiduciary in connection with its making of the loan evidenced by the Loan Obligation. The Lender has not acted as an agent or served as the City's municipal advisor (as defined in Section 15B of the Securities and Exchange Act of 1934). The Lender has no fiduciary duty to the City, and is entering into an arm's length transaction involving extending credit to the City evidenced by the Loan Obligation. The Lender has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the City (including to any financial advisor or any placement agent engaged by the City) with respect to the structuring, issuance, sale or delivery of the Loan Obligation. The Lender expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the City or its financial advisor or placement agent.

STERLING NATIONAL BANK

By: _____
Name: Kevin C. King
Title: Senior Vice President, Senior Managing Director

CDIAC FILINGS

- Report of Proposed Debt Issuance *(To be filed by Lessee Counsel)*
- Report of Final Sale *(Post-closing--to be filed by Lessee Counsel)*

PARTICIPATION CERTIFICATE BETWEEN
STERLING NATIONAL BANK AND STERLING NATIONAL FUNDING CORP.

[On file with Lessor.]

CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST NO. 1

Sterling National Bank (in its capacity as escrow agent, the "Escrow Agent"), as escrow agent under that certain Escrow Agreement dated November 24, 2020 (the "Escrow Agreement"), by and among the City of Oakdale, California ("Lessee"), Sterling National Bank (in its capacity as lessor, "Lessor") and the Escrow Agent, is hereby requested to pay from the Escrow Fund (as defined in the Escrow Agreement) established and maintained thereunder, the amount set forth below to the named payee(s). The equipment and costs described below are (i) costs of acquiring and installing part or all of the Equipment listed in the Equipment Schedule to that certain Equipment Lease Purchase Agreement dated as of November 24, 2020 (the "Agreement"), between Lessor and Lessee, or (ii) certain costs of entering into the Agreement. The amount shown is due and payable under (i) a purchase order or contract (or has been paid by and not previously reimbursed to Lessee), or (ii) invoices, budgets, closing statements or any other additional documentation.

DESCRIPTION OF EQUIPMENT OR FINANCING COST	AMOUNT	PAYEE

See **Schedule 1** attached hereto.

Lessee hereby certifies and represents to and agrees with Lessor as follows: (i) the amount to be disbursed is not being paid in advance of the time, if any, fixed for any payment, and does not include any retained percentage entitled to be retained by Lessee at this time; (ii) no amount requested to be disbursed was included in any payment request previously filed with the Escrow Agent for which payment was actually made by the Escrow Agent; (iii) Lessee has made such investigation of such sources of information as are deemed necessary and is of the opinion that the applicable portion of the Equipment and related work has been fully paid for, and no claim or claims exist against the Lessee or any Vendor out of which a lien based on furnishing labor or material exists or might arise; (iv) acquisition and installation of the applicable portion of the Equipment for which payment is being requested has been completed in accordance with plans and specifications approved by the Lessee and in accordance with the terms and conditions of the Facility Solutions Agreement dated September 21, 2020, between Lessee and Famand, Inc. (dba SitelogIQ) (the "Contract"), and said applicable portion of the Equipment is suitable and sufficient for the expected uses thereof, however, this statement is made without prejudice to any rights against third parties which exist at the date hereof or which may subsequently come into being; (v) the amount remaining in the Escrow Fund will, after payment of the amount requested, together with remaining proceeds of Lessee's loan from the California Energy Resources Corporation, be sufficient to pay the remaining costs of the Equipment; (vi) a present need exists for such Equipment for which payment is being requested, which need is not temporary or expected to diminish in the near future; (vii) such Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (viii) the estimated useful life of such Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to such Equipment; (ix) Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes as of the date of this Certificate; (x) such Equipment is covered by insurance in the types and amounts required by the Agreement; (xi) no Event of Default, as such term is defined in the Agreement, or nonappropriation under the Agreement, and no event which with the giving of notice or lapse of time or both, would become an Event of Default or nonappropriation under the Agreement, has occurred and is continuing on the date hereof; and (xii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Agreement during Lessee's current fiscal year.

Based on the foregoing, the Escrow Agent is hereby authorized and directed to pay or cause to be paid, the manufacturer(s)/vendor(s), Lessee or other payee(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) invoice(s) for costs being paid; (b) a current IRS Form W-9 for the payee (unless such IRS Form W-9 has been previously submitted to the Escrow Agent); and (c) lien waivers, if applicable.

IF REQUEST IS FOR REIMBURSEMENT, CHECK HERE ☐. Lessee paid an invoice prior to the commencement date identified in the Agreement and is requesting reimbursement for such payment. A copy of evidence of such payment, together with a copy of Lessee's Declaration of Official Intent and any other evidence required by Lessor prior to Lessor's approval hereof that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2, is hereby attached. Lessor's approval hereof shall evidence that Lessee has delivered to Lessor such required documentation.

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐. Lessee hereby certifies that (a) all of the Equipment described in the Agreement has been received in good condition and has been installed in accordance with the Contract; (b) such Equipment is accepted **"AS-IS, WHERE-IS"**; (c) Lessee has inspected the Equipment, and determined that it is in good working order and complies with all purchase orders, contracts and specifications; (d) Lessee has fully and satisfactorily performed all covenants and conditions to be performed by it as of this date under the Agreement with regard to such Equipment; (e) Lessee waives any right to revoke its acceptance; and (f) the Equipment is fully insured in accordance with Section 22 of the Agreement. This certificate is made without prejudice to any rights against third parties which may exist as of the date hereof or which may subsequently come into being

Date: November 24, 2020.

Approved for Payment:

STERLING NATIONAL BANK, as Lessor	CITY OF OAKDALE, CALIFORNIA, as Lessee
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

SCHEDULE 1
TO
CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST NO. 1

SCHEDULE OF PAYMENTS REQUESTED

DESCRIPTION OF EQUIPMENT OR FINANCING COST	AMOUNT	PAYEE

[Please provide list of costs of issuance to be paid from proceeds of the Agreement, together with invoices and wire instructions.]

THIRD PARTY CUSTODIAN AGREEMENT

THIS AGREEMENT, made and executed as of _____ between the City of Oakdale, California ("Local Government"), Sterling National Bank ("Bank") and The Bank of New York ("Custodian").

W I T N E S S E T H

WHEREAS, Local Government desires to maintain or continue to maintain public deposits with the Bank;

WHEREAS, the Bank desires to obtain such deposits and to provide security therefor as required by applicable law, regulation or statute;

WHEREAS, the Custodian agrees to provide safekeeping services and to hold any securities pledged by the Bank in a custodial account established for the benefit of the Local Government as secured party pursuant to this Agreement

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

1. Security Requirements.

(a) The Bank, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by the Local Government, including any interest due thereon and any costs or expenses incurred by Local Government and arising out of the collection of any deposits made with the Bank, has deposited with the Custodian certain securities more fully described in the initial confirmation or safekeeping receipt of such deposit delivered by the Custodian to the Bank and the Local Government respectively (which securities together with any additions thereto, substitutions therefor and the proceeds thereof, are hereinafter collectively called the "Securities"), to be held by the Custodian pursuant to the provisions hereof . The Bank hereby grants to the Local Government a pledge and security interest in and to such Securities and shall deliver Securities to the Custodian in the manner prescribed in Section 2 of this Agreement. The security interest of the Local Government in Securities shall terminate upon the transfer of such Securities from the Account.

(b) The Bank may substitute Securities and/or cash for any Securities and/or cash previously provided pursuant to this Agreement so long as the Substitute Securities and/or cash have a Market Value equal to or greater than the Securities and/or cash which they will replace. Custodian has no obligation to determine whether the Market Value of Substitute Securities and/or cash in the Account is equal to or greater than the Securities and/or cash which they will replace. The Bank is responsible at all times for ensuring that the Market Value of Substitute Securities and/or cash in the Account is equal to or greater than the Securities and/or cash they will replace. Except as set forth in Section 2 (c) (i), Custodian shall have no obligations with respect to the determination of Market Value. The Bank shall give Written or Oral Instructions to the Custodian with respect to any proposed substitution. The Custodian, shall act in accordance with the Bank's Oral and Written Instructions with respect to the transfer the Securities out of the Account and delivery of Substitute Securities to the Account.

(c) The Custodian assumes no responsibility to determine or monitor whether or not any such Securities or cash originally deposited hereunder or substitute or additional Securities or cash hereafter deposited are eligible for deposit under any applicable provision of law or whether the Market Value of the Securities and/or cash thereof meets the requirements of any law, rule or regulation applicable to the deposit hereunder. The determination of eligibility and whether the market value of the Securities and/or cash satisfies statutory or regulatory requirements will be the responsibility of the Bank. The Custodian shall be fully protected in relying on Written or Oral Instructions of either Bank or Local Government directing the Custodian to release any of the Securities and/or cash to the Bank. To the extent of any conflict in the instructions of the Local Government and the Bank, the instructions of the Local Government shall control and the Bank shall hold the Custodian harmless for acting in accordance with the Local Government's instructions.

2. Custody of Securities and Cash

(a) The Bank and Local Government hereby appoint the Custodian as custodian of all Securities and/or cash at any time delivered to the Custodian pursuant to this agreement. The Custodian hereby accepts appointment as such Custodian and agrees to establish and maintain the Account and appropriate records identifying the Securities as pledged by the Bank to the Local Government. The Account shall be kept separate and apart from the general assets of the Custodian on the Custodian's books and records and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or liability of the Custodian or any other person or entity. The Custodian, in performing its duties and responsibilities pursuant to this Agreement, shall act as custodian for, and agent of, the Local Government.

(b) The Bank and Local Government agree that Securities delivered to the Custodian for deposit in the Account may be in the form of credits to the accounts of Custodian at the Book Entry System or a Depository or by delivery to the Custodian of physical certificates in a form suitable for transfer or with an assignment in blank to the Local Government or Custodian. The Bank and Local Government hereby authorize the Custodian on a continuous and ongoing basis to deposit in the Book Entry System and/or the Depositories all Securities that may be deposited therein and to utilize the Book Entry System and/or Depositories and the receipt and delivery of physical Securities or any combination thereof in connection with its performance hereunder. Securities credited to the Account and deposited in the Book Entry System or Depositories or other financial intermediaries will be represented in accounts of The Bank of New York that include only assets held by The Bank of New York for its customers, and including but not limited to accounts in which The Bank of New York acts in a fiduciary, agency or representative capacity. Securities that are not held in the Book Entry System, Depositories or through another financial intermediary will be held in the Custodian's vault and physically segregated from securities and other non-cash property belonging to the Custodian.

(c) (i) The Custodian shall provide the Local Government each month with a statement identifying all Securities and/or cash in the Account and the Market Value thereof as of the date of such statement. The Custodian shall also provide, upon request, the Local Government and Bank with a written confirmation on any Business Day on which Securities and/or cash are transferred to and from the Account. Such confirmation shall identify the specific securities which are the subject to the confirmation and state the Market Value thereof.

(ii) Local Government agrees that it shall promptly review all such confirmation statements and shall promptly advise Custodian by Oral or Written Instruction of any error, omission or inaccuracy in such statements. In the event that Custodian receives such a Written or Oral Instruction identifying a specific concern with respect to the Market Value or any other matter connected with the Account, Custodian shall undertake to correct any errors, failures or omissions, if any, that are reported to Custodian by Local Government provided that Custodian agrees, in the sole good faith determination of Custodian, that such error, failure or omission actually occurred. Any such corrections shall be reflected on subsequent confirmation statements.

(d) The Account shall not be subject to any security interest, lien or any right of set-off by the Custodian.

(e) With respect to all Securities held in the Account, the Custodian by itself, or through the use of the Book Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by the Bank: (i) collect all income and other payments reflecting interest and principal on the Securities in the Account and credit such amounts to the account of the Bank; (ii) forward to the Bank copies of all information or documents that it may receive from an issuer of Securities which, in the opinion of the Custodian, is intended for the beneficial owner of the Securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any Securities held by the Custodian hereunder; and (v) upon receipt of Written Instructions from the Bank, the Custodian will, to the extent possible, exchange Securities held hereunder for other securities and/or cash in connection with (a) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (b) any exercise, subscription, purchase or other similar rights.

3. Events of Default

In the event the Bank shall fail to pay the Local Government any amount of the Uninsured Deposits by the Local Government covered by this Agreement in accordance with the terms of such Deposit, or should the Bank fail or suspend active operations, the Uninsured Deposits in such Bank shall become due and payable immediately and the Local Government shall have the right to unilaterally demand delivery of all Securities and/or cash in the Account by Written Instructions to the Custodian and to sell such securities at public or private sale. In the event of such sale, the Local Government, after deducting all legal expenses and other costs, including reasonable attorneys fees, from the proceeds of such sale, shall apply the remainder towards any one or more of the liabilities of the Bank to the Local Government and shall return the surplus, if any, to the Bank.

4. Representation and Warranties

(a) Representations of the Bank. The Bank represents and warrants, which representations shall be deemed to be continuing that:

(1) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against the Bank in accordance with its terms;

(2) it is the legal and actual owner, free and clear of all liens and claims, of all Securities pledged pursuant to this Agreement;

(3) this Agreement was executed by an officer of the Bank who was authorized by the Bank's board of directors to do so and will at all times be maintained as an official record of the Bank;

(4) all Securities and cash held by Custodian hereunder are eligible to secure Local Government's deposits at the Bank under applicable statute or regulation and the market value of the Securities held by Custodian hereunder at all times meet the requirements of any such statute or regulation ;

(5) the Bank is a bank or trust company duly authorized to do business in the state where it is located;

(6) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

(b) Representations of the Local Government. The Local Government hereby represents and warrants which representations shall be deemed to be continuing that:

(1) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against the Local Government in accordance with its terms;

(2) the appointment of the Custodian has been duly authorized and no other action by the Local Government is required and this Agreement was executed by an officer of the Local Government authorized to do so;

(3) it will not transfer, assign its interests in or the rights with respect thereto any Securities pledged pursuant to this Agreement except as authorized pursuant to Section 3 of the Agreement;

(4) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

5. Concerning the Custodian.

(a) The Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss, damage, claim or expense arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by the Book Entry System or any Depository. In no event shall Custodian be liable to Local Government, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. The Custodian may, with respect to questions of law, apply for and obtain the advice and opinion of competent counsel and shall be fully protected with respect to anything done or omitted by it in good faith and conformity with such advice or opinion. The Local Government and Bank agree, jointly and severally, to indemnify the Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which the Custodian may sustain or incur or which may be asserted against the Custodian by reason of or as a result of any action taken or omitted by the Custodian in connection with operating under this Agreement except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of the Custodian or any of its employees or duly appointed agencies. This indemnity shall be a continuing obligation of the Local Government and Bank notwithstanding the termination of this Agreement.

(b) The Custodian shall not be responsible for, or considered to be the Custodian of, any Securities received by it for deposit in the Account until the Custodian actually receives and collects such Securities directly or by the final crediting of the Custodian's account on the books of the Book Entry System or the appropriate Depository. The Custodian will be entitled to reverse any credits made on the Local Government's behalf where such credits have been previously made and the Securities are not finally collected.

(c) The Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against the Custodian in connection with this Agreement.

(d) The Local Government's authorized officer, upon reasonable notice, shall have access to the Custodian's books and records maintained with respect to the Local Government's interest in the Account during the Custodian's normal business hours. Upon the reasonable request of the Local Government, copies of any such books and records shall be provided by the Custodian to the Local Government or the Local Government's authorized officer at the Local Government's expense.

(e) The Custodian may enter into subcontracts, agreements and understandings, whenever and on such terms and conditions as it deems necessary or appropriate, to perform its services hereunder; such subcontracts, agreements and understandings may be with third parties and may be with other subsidiaries of The Bank of New York Company, Inc. or any successor to The Bank of New York Company, Inc. or with other persons not a party hereto. No such subcontract, agreement or understanding shall discharge the Custodian from its obligations hereunder.

(f) Reliance on Pricing Services Custodian is authorized to utilize any generally recognized pricing information service (including brokers and dealers of securities) in order to perform its valuation responsibilities hereunder, and the Bank and the Local Government agree to hold Custodian harmless from and against any Losses incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

(g) Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts under the circumstances to resume normal performance as soon as practicable.

6. Termination

Any of the parties hereto may terminate this Agreement by giving to the other parties a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice or (ii) the date on which the Deposits are repaid in full. Such notice shall not affect or terminate the Local Government's security interest in the Securities in the Account. Upon termination hereof, the Custodian shall follow such reasonable Written Instructions of the Bank and the Local Government concerning the transfer of custody of Securities and/or cash, collateral records and other items. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

7. Miscellaneous.

(a) The Local Government and Bank each agrees to furnish to the Custodian a new Certificate (Exhibit A) in the event that any present Authorized Person ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate is received, the Custodian shall be fully protected in acting upon Oral or Written Instructions or signatures of the present Authorized Persons.

(b) Custodian shall be entitled to rely upon any Certificate, Written or Oral Instruction actually received by Custodian and reasonably believed by Custodian to be duly authorized and delivered. The Bank and the Local Government each agrees to forward to Custodian Written Instructions confirming Oral Instructions in such manner so that such Written Instructions are received by Custodian by the close of business of the same day that such Oral Instructions are given to Custodian. The Bank and the Local Government each agrees that the fact that such confirming Written Instructions are not received or that contrary instructions are received by Custodian shall in no way affect the validity or enforceability of the transactions previously authorized and effected by Custodian.

(c) Any Written Instructions or other instrument in writing authorized or required by this Agreement shall be given to the Custodian and shall be sufficiently given if sent to the Custodian by regular mail to its offices at 240 Greenwich Street, 4th Floor, New York, New York 10286, Attn: GCS Collateral Management, or at such other place as the Custodian may from time to time designate in writing.

(d) Any notice or other instrument in writing authorized or required by this Agreement to be given to the Bank shall be sufficiently given if sent to the Bank by regular mail to its offices at 25 West 45th Street Suite 1300, New York, NY 10036, or at such other place as the Bank may from time to time designate in writing.

(e) Any notice or other instrument in writing, authorized or required by this Agreement to be given to the Local Government shall be sufficiently given if sent to the Local Government by regular mail to its offices at _____, or at such other offices as the Local Government may from time to time designate in writing.

(f) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and unenforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

(g) This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.

(h) This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that this Agreement shall not be assignable by any party without the written consent of the other parties.

(i) This Agreement shall be construed in accordance with the substantive laws of the State of New York, without regard to conflicts of laws principles thereof. Bank, Local Government and Custodian hereby consent to the jurisdiction of a state or federal court situated in New York City, New York in connection with any dispute arising hereunder. Bank, Local Government and Custodian hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum.

Bank, Local Government and Custodian each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.
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(j) Waiver of Immunity. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, if permitted by law, each party irrevocably agrees not to claim, and, to the extent permitted by law, it hereby waives, such immunity in connection with this Agreement.

(k) Execution; Counterparts. This Agreement may be executed in any number of counterparts by means of (i) a DocuSign® electronic signature, (ii) an original, manual signature, or (iii) a faxed, scanned or photocopied manual signature. Each DocuSign®, faxed, scanned or photocopied manual signature shall for all purposes have the same validity, legal effect and admissibility in evidence as an original manual signature and the parties hereby waive any objection to the contrary. Each such counterpart shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument.

8. Definitions.

Whenever used in this Agreement the following terms shall have the following meanings:

(a) "Account" shall mean the custodial account established with the Custodian for the benefit of the Local Government as secured party in accordance with this Agreement.

(b) "Authorized Person" shall be any officer of the Local Government or Bank, as the case may be, duly authorized to give Oral Instructions or Written Instructions on behalf of Local Government or Bank, such persons to be designated in a Certificate substantially in the form of Exhibit "A"- attached hereto, as such Exhibit may be amended from time to time.

(c) "Book Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering U.S. Government Securities.

(d) "Business Day" shall mean any day on which the Custodian and the Bank are open for Business and on which the Book Entry System and/or the Depositories are open for business.

(e) "Certificate" shall mean the Certificate attached hereto as Exhibit "A".

(f) "Depository" shall include the Depository Trust Company, the Participants Trust Company and other securities depositories and clearing agencies (and their successors and nominees) registered with the Securities and Exchange Commission or otherwise regulated by appropriate federal or state agencies as a securities depository or clearing agency.

(g) "Deposits" shall mean all deposits by the Local Government in the Bank that are available for all uses generally permitted by the Bank to the Local Government for actually and finally collected funds under the Bank's account agreement or policies.

(h) "Market Value" shall mean, with respect to any Security held in the Account, the market value of such Security as made available to the Custodian by a generally recognized source selected by the Custodian plus, if not reflected in the market value, any accrued interest thereon, or, if such source does not make available a market value, the market value shall be as determined by the Custodian in its sole discretion based on information furnished to the Custodian by one or more brokers or dealers; provided however that, if agreed in writing by the parties hereto, the Bank may provide the Custodian with such Market Values.

(i) "Nationally Recognized Statistical Rating Organization" shall mean Moody's, Standard and Poor’s, Fitch, Duff and Phelps, BankWatch and IBCA.

(j) "Oral Instructions" shall mean verbal instructions actually received by the Custodian from an Authorized Person or from a person reasonably believed by the Custodian to be an Authorized Person.

(k) "Substitute Securities" shall have the meaning set forth in paragraph b of Section 1 of this Agreement.

(l) "Uninsured Deposits" shall mean that portion of the Local Government's Deposits with the Bank which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.

(m) "Written Instructions" shall mean written communications actually received by the Custodian from an Authorized Person or from a person reasonably believed by the Custodian to be an Authorized Person by a computer, telex, telecopier or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, as of the day and year first above written.

CITY OF OAKDALE, CALIFORNIA

_____

By:

Title:

STERLING NATIONAL BANK

_____

By: John Sillings

Title: SVP, CIO and Treasurer

THE BANK OF NEW YORK

_____

By:

Title:

nonnycolldep4
(10/00)

EXHIBIT A

CERTIFICATE OF AUTHORIZED PERSONS
(Local Government - Oral and Written Instructions)

The undersigned hereby certifies that he/she is the duly elected and acting _____ of the City of Oakdale, California (the "Local Government"), and further certifies that the following officers or employees of the Local Government have been duly authorized in conformity with the Local Government's _____ to deliver Oral and Written Instructions to The Bank of New York ("Custodian") pursuant to the Third Party Custodian Agreement between the Local Government, Sterling National Bank ("Bank") and Custodian dated _____, and that the signatures appearing opposite their names are true and correct:

_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature

This certificate supersedes any certificate of authorized individuals you may currently have on file.

[corporate seal]

_____

Title:

Date:

EXHIBIT B
Schedule of Eligible Collateral

Margin %		
110	(i)	Obligations issued by the United States of America, an agency thereof or a United States government sponsored corporation or obligations fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.
110	(iii)	Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
110	(iv)	Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
110	(v)	Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
110	(viii)	Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.

CERTIFICATE OF AUTHORIZED PERSONS
(Bank - Oral and Written Instructions)

The undersigned hereby certifies that he/she is the duly elected and acting Corporate Secretary of Sterling National Bank (the "Bank"), and further certifies that the following officers or employees of the Bank have been duly authorized in conformity with the Bank's Articles of Incorporation and By-Laws to deliver to deliver Oral and Written Instructions to The Bank of New York Mellon ("Custodian") pursuant to the Third Party Custodian Agreement between the Bank, City of Oakdale, California ("Local Government") and Custodian dated _____, and that the signatures appearing opposite their names are true and correct:

Name	Title	Signature
John Sillings	SVP, CIO, & Treasurer	
Matthew Vitelli	VP, Treasury	

This certificate supersedes any certificate of authorized individuals you may currently have on file.

[corporate seal]

Title: Corporate Secretary

Date:

CITY OF OAKDALE CALIFORNIA

FULL PROJECT PROFORMA CASH FLOW [1,2]

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Scope: Full Project Scope

Fiscal Year	Annual ECAA Loan Payment	Private Placement Net Debt Service (Sterling Bid)	Solar O&M Service & Energy Dashboard	Maintenance Savings & Avoided Cost	Project Savings	Annual Savings	Cumulative Savings
2021	$ -	$ -	$ -	$ 17,314	$ 85,841	$ 103,155	$ 103,155
2022	$ -	$ -	$ 40,700	$ 69,256	$ 343,362	$ 371,918	$ 475,073
2023	$ 192,774	$ 256,407	$ 41,921	$ 71,334	$ 357,097	$ (62,672)	$ 412,400
2024	$ 192,774	$ 261,539	$ 43,179	$ 73,474	$ 371,381	$ (52,637)	$ 359,763
2025	$ 192,774	$ 266,772	$ 44,474	$ 75,678	$ 386,236	$ (42,107)	$ 317,657
2026	$ 192,774	$ 272,111	$ 45,808	$ 77,948	$ 401,685	$ (31,060)	$ 286,596
2027	$ 192,774	$ 277,557	$ 47,182	$ 64,674	$ 417,753	$ (35,087)	$ 251,509
2028	$ 192,774	$ 283,110	$ 48,598	$ 66,614	$ 434,463	$ (23,406)	$ 228,104
2029	$ 192,774	$ 288,775	$ 50,056	$ 68,612	$ 451,841	$ (11,152)	$ 216,952
2030	$ 192,774	$ 294,553	$ 51,558	$ 70,671	$ 469,915	$ 1,700	$ 218,652
2031	$ 192,774	$ 300,447	$ 53,104	$ 72,791	$ 488,711	$ 15,176	$ 233,829
2032	$ 192,774	$ 306,460	$ 54,697	$ -	$ 508,260	$ (45,672)	$ 188,157
2033	$ 192,774	$ 312,592	$ 56,338	$ -	$ 528,590	$ (33,114)	$ 155,043
2034	$ 192,774	$ 318,846	$ 58,028	$ -	$ 549,734	$ (19,915)	$ 135,128
2035	$ 192,774	$ 325,226	$ 59,769	$ -	$ 571,723	$ (6,046)	$ 129,082
2036	$ 192,774	$ -	$ 61,562	$ -	$ 594,592	$ 340,256	$ 469,338
2037	$ 192,774	$ -	$ 63,409	$ -	$ 618,376	$ 362,192	$ 831,530
2038	$ 192,774	$ -	$ 65,312	$ -	$ 643,111	$ 385,025	$ 1,216,555
2039	$ 192,774	$ -	$ 67,271	$ -	$ 668,835	$ 408,790	$ 1,625,346
2040	$ -	$ -	$ 69,289	$ -	$ 695,589	$ 626,300	$ 2,251,645
2041	$ -	$ -	$ 71,368	$ -	$ 723,412	$ 652,045	$ 2,903,690
2042	$ -	$ -	$ 73,509	$ -	$ 752,349	$ 678,840	$ 3,582,530
2043	$ -	$ -	$ 75,714	$ -	$ 782,443	$ 706,729	$ 4,289,259
2044	$ -	$ -	$ 77,985	$ -	$ 813,740	$ 735,755	$ 5,025,014
2045	$ -	$ -	$ 80,325	$ -	$ 846,290	$ 765,965	$ 5,790,979
2046	$ -	$ -	$ 82,735	$ -	$ 880,142	$ 797,407	$ 6,588,386
2047	$ -	$ -	$ 85,217	$ -	$ 915,347	$ 830,131	$ 7,418,516
2048	$ -	$ -	$ 87,773	$ -	$ 951,961	$ 864,188	$ 8,282,704
2049	$ -	$ -	$ 90,406	$ -	$ 990,040	$ 899,633	$ 9,182,337
2050	$ -	$ -	$ 93,119	$ -	$ 1,029,641	$ 936,523	$ 10,118,860
2051	$ -	$ -	$ 95,912	$ -	$ 1,070,827	$ 974,915	$ 11,093,775
Totals	**$ 3,277,161**	**$ 3,764,395**	**$ 1,936,319**	**$ 728,364**	**$ 19,343,286**	**$ 11,093,775**	**$ 11,093,775**

CITY OF OAKDALE CALIFORNIA

General Fund

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Scope: Full Project Scope

Year	Annual ECAA Loan Payment	Private Placement Net Debt Service (Sterling Bid)	Solar O&M Service & Energy Dashboard	Maintenance Savings & Avoided Cost	Project Savings	Annual Savings	Cumulative Savings
0	$ -	$ -	$ -	$ 14,152	$ 17,736	$ 31,888	$ 31,888
1	$ -	$ -	$ 9,142	$ 56,607	$ 70,944	$ 118,409	$ 150,296
2	$ 43,301	$ 57,594	$ 9,416	$ 58,305	$ 73,782	$ 21,775	$ 172,072
3	$ 43,301	$ 58,747	$ 9,699	$ 60,054	$ 76,733	$ 25,041	$ 197,112
4	$ 43,301	$ 59,922	$ 9,990	$ 61,856	$ 79,802	$ 28,445	$ 225,557
5	$ 43,301	$ 61,122	$ 10,289	$ 63,711	$ 82,994	$ 31,994	$ 257,551
6	$ 43,301	$ 62,345	$ 10,598	$ 52,861	$ 86,314	$ 22,932	$ 280,483
7	$ 43,301	$ 63,592	$ 10,916	$ 54,447	$ 89,767	$ 26,405	$ 306,888
8	$ 43,301	$ 64,865	$ 11,244	$ 56,081	$ 93,357	$ 30,029	$ 336,917
9	$ 43,301	$ 66,163	$ 11,581	$ 57,763	$ 97,092	$ 33,810	$ 370,727
10	$ 43,301	$ 67,486	$ 11,928	$ 59,496	$ 100,975	$ 37,756	$ 408,483
11	$ 43,301	$ 68,837	$ 12,286	$ -	$ 105,014	$ (19,410)	$ 389,073
12	$ 43,301	$ 70,214	$ 12,655	$ -	$ 109,215	$ (16,955)	$ 372,118
13	$ 43,301	$ 71,619	$ 13,034	$ -	$ 113,584	$ (14,371)	$ 357,747
14	$ 43,301	$ 73,052	$ 13,425	$ -	$ 118,127	$ (11,652)	$ 346,095
15	$ 43,301	$ -	$ 13,828	$ -	$ 122,852	$ 65,723	$ 411,818
16	$ 43,301	$ -	$ 14,243	$ -	$ 127,766	$ 70,222	$ 482,041
17	$ 43,301	$ -	$ 14,670	$ -	$ 132,877	$ 74,906	$ 556,946
18	$ 43,301	$ -	$ 15,110	$ -	$ 138,192	$ 79,780	$ 636,727
19	$ -	$ -	$ 15,564	$ -	$ 143,719	$ 128,156	$ 764,882
20	$ -	$ -	$ 16,031	$ -	$ 149,468	$ 133,438	$ 898,320
21	$ -	$ -	$ 16,512	$ -	$ 155,447	$ 138,935	$ 1,037,255
22	$ -	$ -	$ 17,007	$ -	$ 161,665	$ 144,658	$ 1,181,913
23	$ -	$ -	$ 17,517	$ -	$ 168,131	$ 150,614	$ 1,332,528
24	$ -	$ -	$ 18,043	$ -	$ 174,857	$ 156,814	$ 1,489,342
25	$ -	$ -	$ 18,584	$ -	$ 181,851	$ 163,267	$ 1,652,609
26	$ -	$ -	$ 19,141	$ -	$ 189,125	$ 169,984	$ 1,822,592
27	$ -	$ -	$ 19,716	$ -	$ 196,690	$ 176,974	$ 1,999,567
28	$ -	$ -	$ 20,307	$ -	$ 204,558	$ 184,250	$ 2,183,817
29	$ -	$ -	$ 20,916	$ -	$ 212,740	$ 191,824	$ 2,375,641
30	$ -	$ -	$ 21,544	$ -	$ 221,249	$ 199,706	$ 2,575,346
Totals	**$ 736,115**	**$ 845,558**	**$ 434,936**	**$ 595,332**	**$ 3,996,623**	**$ 2,575,346**	**$ 2,575,346**

CITY OF OAKDALE CALIFORNIA

Sewer Fund

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Scope: Full Project Scope

Year	Annual ECAA Loan Payment	Private Placement Net Debt Service (Sterling Bid)	Solar O&M Service & Energy Dashboard	Maintenance Savings & Avoided Cost	Project Savings	Annual Savings	Cumulative Savings
0	$ -	$ -	$ -	$ 1,581	$ 30,119	$ 31,700	$ 31,700
1	$ -	$ -	$ 15,183	$ 6,325	$ 120,474	$ 111,616	$ 143,316
2	$ 71,914	$ 95,652	$ 15,638	$ 6,514	$ 125,293	$ (51,397)	$ 91,919
3	$ 71,914	$ 97,566	$ 16,108	$ 6,710	$ 130,305	$ (48,573)	$ 43,346
4	$ 71,914	$ 99,518	$ 16,591	$ 6,911	$ 135,517	$ (45,595)	$ (2,248)
5	$ 71,914	$ 101,510	$ 17,089	$ 7,118	$ 140,938	$ (42,456)	$ (44,705)
6	$ 71,914	$ 103,542	$ 17,601	$ 5,906	$ 146,575	$ (40,575)	$ (85,280)
7	$ 71,914	$ 105,613	$ 18,129	$ 6,083	$ 152,438	$ (37,135)	$ (122,414)
8	$ 71,914	$ 107,727	$ 18,673	$ 6,266	$ 158,536	$ (33,512)	$ (155,926)
9	$ 71,914	$ 109,882	$ 19,233	$ 6,454	$ 164,877	$ (29,698)	$ (185,624)
10	$ 71,914	$ 112,081	$ 19,810	$ 6,647	$ 171,473	$ (25,685)	$ (211,309)
11	$ 71,914	$ 114,324	$ 20,405	$ -	$ 178,331	$ (28,311)	$ (239,620)
12	$ 71,914	$ 116,611	$ 21,017	$ -	$ 185,465	$ (24,077)	$ (263,697)
13	$ 71,914	$ 118,944	$ 21,647	$ -	$ 192,883	$ (19,622)	$ (283,320)
14	$ 71,914	$ 121,325	$ 22,297	$ -	$ 200,599	$ (14,936)	$ (298,256)
15	$ 71,914	$ -	$ 22,966	$ -	$ 208,623	$ 113,743	$ (184,513)
16	$ 71,914	$ -	$ 23,655	$ -	$ 216,967	$ 121,399	$ (63,114)
17	$ 71,914	$ -	$ 24,364	$ -	$ 225,646	$ 129,368	$ 66,254
18	$ 71,914	$ -	$ 25,095	$ -	$ 234,672	$ 137,663	$ 203,917
19	$ -	$ -	$ 25,848	$ -	$ 244,059	$ 218,211	$ 422,128
20	$ -	$ -	$ 26,623	$ -	$ 253,821	$ 227,198	$ 649,326
21	$ -	$ -	$ 27,422	$ -	$ 263,974	$ 236,552	$ 885,878
22	$ -	$ -	$ 28,245	$ -	$ 274,533	$ 246,288	$ 1,132,166
23	$ -	$ -	$ 29,092	$ -	$ 285,514	$ 256,422	$ 1,388,588
24	$ -	$ -	$ 29,965	$ -	$ 296,935	$ 266,970	$ 1,655,558
25	$ -	$ -	$ 30,864	$ -	$ 308,812	$ 277,948	$ 1,933,507
26	$ -	$ -	$ 31,790	$ -	$ 321,165	$ 289,375	$ 2,222,882
27	$ -	$ -	$ 32,744	$ -	$ 334,011	$ 301,268	$ 2,524,150
28	$ -	$ -	$ 33,726	$ -	$ 347,372	$ 313,646	$ 2,837,796
29	$ -	$ -	$ 34,738	$ -	$ 361,267	$ 326,529	$ 3,164,325
30	$ -	$ -	$ 35,780	$ -	$ 375,718	$ 339,938	$ 3,504,263
Totals	**$ 1,222,534**	**$ 1,404,296**	**$ 722,338**	**$ 66,516**	**$ 6,786,915**	**$ 3,504,263**	**$ 3,504,263**

CITY OF OAKDALE CALIFORNIA

Water Fund

sitelogiQ Efficiency Powered by Intelligence

Scope: Full Project Scope

Year	Annual ECAA Loan Payment	Private Placement Net Debt Service (Sterling Bid)	Solar O&M Service & Energy Dashboard	Maintenance Savings & Avoided Cost	Project Savings	Annual Savings	Cumulative Savings
0	$ -	$ -	$ -	$ 1,581	$ 30,119	$ 31,700	$ 31,700
1	$ -	$ -	$ 15,183	$ 6,325	$ 120,474	$ 111,616	$ 143,316
2	$ 71,914	$ 95,652	$ 15,638	$ 6,514	$ 125,293	$ (51,397)	$ 91,919
3	$ 71,914	$ 97,566	$ 16,108	$ 6,710	$ 130,305	$ (48,573)	$ 43,346
4	$ 71,914	$ 99,518	$ 16,591	$ 6,911	$ 135,517	$ (45,595)	$ (2,248)
5	$ 71,914	$ 101,510	$ 17,089	$ 7,118	$ 140,938	$ (42,456)	$ (44,705)
6	$ 71,914	$ 103,542	$ 17,601	$ 5,906	$ 146,575	$ (40,575)	$ (85,280)
7	$ 71,914	$ 105,613	$ 18,129	$ 6,083	$ 152,438	$ (37,135)	$ (122,414)
8	$ 71,914	$ 107,727	$ 18,673	$ 6,266	$ 158,536	$ (33,512)	$ (155,926)
9	$ 71,914	$ 109,882	$ 19,233	$ 6,454	$ 164,877	$ (29,698)	$ (185,624)
10	$ 71,914	$ 112,081	$ 19,810	$ 6,647	$ 171,473	$ (25,685)	$ (211,309)
11	$ 71,914	$ 114,324	$ 20,405	$ -	$ 178,331	$ (28,311)	$ (239,620)
12	$ 71,914	$ 116,611	$ 21,017	$ -	$ 185,465	$ (24,077)	$ (263,697)
13	$ 71,914	$ 118,944	$ 21,647	$ -	$ 192,883	$ (19,622)	$ (283,320)
14	$ 71,914	$ 121,325	$ 22,297	$ -	$ 200,599	$ (14,936)	$ (298,256)
15	$ 71,914	$ -	$ 22,966	$ -	$ 208,623	$ 113,743	$ (184,513)
16	$ 71,914	$ -	$ 23,655	$ -	$ 216,967	$ 121,399	$ (63,114)
17	$ 71,914	$ -	$ 24,364	$ -	$ 225,646	$ 129,368	$ 66,254
18	$ 71,914	$ -	$ 25,095	$ -	$ 234,672	$ 137,663	$ 203,917
19	$ -	$ -	$ 25,848	$ -	$ 244,059	$ 218,211	$ 422,128
20	$ -	$ -	$ 26,623	$ -	$ 253,821	$ 227,198	$ 649,326
21	$ -	$ -	$ 27,422	$ -	$ 263,974	$ 236,552	$ 885,878
22	$ -	$ -	$ 28,245	$ -	$ 274,533	$ 246,288	$ 1,132,166
23	$ -	$ -	$ 29,092	$ -	$ 285,514	$ 256,422	$ 1,388,588
24	$ -	$ -	$ 29,965	$ -	$ 296,935	$ 266,970	$ 1,655,558
25	$ -	$ -	$ 30,864	$ -	$ 308,812	$ 277,948	$ 1,933,507
26	$ -	$ -	$ 31,790	$ -	$ 321,165	$ 289,375	$ 2,222,882
27	$ -	$ -	$ 32,744	$ -	$ 334,011	$ 301,268	$ 2,524,150
28	$ -	$ -	$ 33,726	$ -	$ 347,372	$ 313,646	$ 2,837,796
29	$ -	$ -	$ 34,738	$ -	$ 361,267	$ 326,529	$ 3,164,325
30	$ -	$ -	$ 35,780	$ -	$ 375,718	$ 339,938	$ 3,504,263
Totals	**$ 1,222,534**	**$ 1,404,296**	**$ 722,338**	**$ 66,516**	**$ 6,786,915**	**$ 3,504,263**	**$ 3,504,263**

CITY OF OAKDALE CALIFORNIA

Lighting and Landscape

sitelogiQ Efficiency Powered by Intelligence

Scope: Full Project Scope

Year	Annual ECAA Loan Payment	Private Placement Net Debt Service (Sterling Bid)	Solar O&M Service & Energy Dashboard	Maintenance Savings & Avoided Cost	Project Savings	Annual Savings	Cumulative Savings
0	$ -	$ -	$ -	$ -	$ 6,778	$ 6,778	$ 6,778
1	$ -	$ -	$ 953	$ -	$ 27,114	$ 26,161	$ 32,939
2	$ 4,514	$ 6,004	$ 982	$ -	$ 28,199	$ 16,698	$ 49,637
3	$ 4,514	$ 6,125	$ 1,011	$ -	$ 29,326	$ 17,676	$ 67,314
4	$ 4,514	$ 6,247	$ 1,041	$ -	$ 30,500	$ 18,697	$ 86,011
5	$ 4,514	$ 6,372	$ 1,073	$ -	$ 31,720	$ 19,760	$ 105,771
6	$ 4,514	$ 6,500	$ 1,105	$ -	$ 32,988	$ 20,869	$ 126,640
7	$ 4,514	$ 6,630	$ 1,138	$ -	$ 34,308	$ 22,026	$ 148,666
8	$ 4,514	$ 6,762	$ 1,172	$ -	$ 35,680	$ 23,231	$ 171,897
9	$ 4,514	$ 6,898	$ 1,207	$ -	$ 37,107	$ 24,488	$ 196,385
10	$ 4,514	$ 7,036	$ 1,244	$ -	$ 38,592	$ 25,798	$ 222,183
11	$ 4,514	$ 7,177	$ 1,281	$ -	$ 40,135	$ 27,164	$ 249,347
12	$ 4,514	$ 7,320	$ 1,319	$ -	$ 41,741	$ 28,587	$ 277,934
13	$ 4,514	$ 7,467	$ 1,359	$ -	$ 43,410	$ 30,071	$ 308,004
14	$ 4,514	$ 7,616	$ 1,400	$ -	$ 45,147	$ 31,617	$ 339,621
15	$ 4,514	$ -	$ 1,442	$ -	$ 46,953	$ 40,997	$ 380,618
16	$ 4,514	$ -	$ 1,485	$ -	$ 48,831	$ 42,832	$ 423,449
17	$ 4,514	$ -	$ 1,529	$ -	$ 50,784	$ 44,740	$ 468,190
18	$ 4,514	$ -	$ 1,575	$ -	$ 52,815	$ 46,726	$ 514,915
19	$ -	$ -	$ 1,623	$ -	$ 54,928	$ 53,305	$ 568,221
20	$ -	$ -	$ 1,671	$ -	$ 57,125	$ 55,454	$ 623,674
21	$ -	$ -	$ 1,721	$ -	$ 59,410	$ 57,689	$ 681,363
22	$ -	$ -	$ 1,773	$ -	$ 61,786	$ 60,013	$ 741,376
23	$ -	$ -	$ 1,826	$ -	$ 64,258	$ 62,432	$ 803,808
24	$ -	$ -	$ 1,881	$ -	$ 66,828	$ 64,947	$ 868,755
25	$ -	$ -	$ 1,937	$ -	$ 69,501	$ 67,564	$ 936,319
26	$ -	$ -	$ 1,996	$ -	$ 72,281	$ 70,286	$ 1,006,605
27	$ -	$ -	$ 2,055	$ -	$ 75,173	$ 73,117	$ 1,079,722
28	$ -	$ -	$ 2,117	$ -	$ 78,180	$ 76,062	$ 1,155,785
29	$ -	$ -	$ 2,181	$ -	$ 81,307	$ 79,126	$ 1,234,911
30	$ -	$ -	$ 2,246	$ -	$ 84,559	$ 82,313	$ 1,317,224
Totals	**$ 76,743**	**$ 88,153**	**$ 45,344**	**$ -**	**$ 1,527,464**	**$ 1,317,224**	**$ 1,317,224**

CITY OF OAKDALE CALIFORNIA

Airport

sitelogiQ Efficiency Powered by Intelligence

Scope: Full Project Scope

Year	Annual ECAA Loan Payment	Private Placement Net Debt Service (Sterling Bid)	Solar O&M Service & Energy Dashboard	Maintenance Savings & Avoided Cost	Project Savings	Annual Savings	Cumulative Savings
0	$ -	$ -	$ -	$ -	$ 1,089	$ 1,089	$ 1,089
1	$ -	$ -	$ 239	$ -	$ 4,356	$ 4,117	$ 5,206
2	$ 1,131	$ 1,505	$ 246	$ -	$ 4,530	$ 1,648	$ 6,853
3	$ 1,131	$ 1,535	$ 253	$ -	$ 4,711	$ 1,791	$ 8,644
4	$ 1,131	$ 1,566	$ 261	$ -	$ 4,899	$ 1,941	$ 10,586
5	$ 1,131	$ 1,597	$ 269	$ -	$ 5,095	$ 2,098	$ 12,684
6	$ 1,131	$ 1,629	$ 277	$ -	$ 5,299	$ 2,262	$ 14,946
7	$ 1,131	$ 1,662	$ 285	$ -	$ 5,511	$ 2,433	$ 17,379
8	$ 1,131	$ 1,695	$ 294	$ -	$ 5,732	$ 2,612	$ 19,990
9	$ 1,131	$ 1,729	$ 303	$ -	$ 5,961	$ 2,798	$ 22,789
10	$ 1,131	$ 1,763	$ 312	$ -	$ 6,199	$ 2,993	$ 25,782
11	$ 1,131	$ 1,799	$ 321	$ -	$ 6,447	$ 3,196	$ 28,978
12	$ 1,131	$ 1,835	$ 331	$ -	$ 6,705	$ 3,409	$ 32,386
13	$ 1,131	$ 1,871	$ 341	$ -	$ 6,973	$ 3,630	$ 36,017
14	$ 1,131	$ 1,909	$ 351	$ -	$ 7,252	$ 3,861	$ 39,878
15	$ 1,131	$ -	$ 361	$ -	$ 7,542	$ 6,050	$ 45,928
16	$ 1,131	$ -	$ 372	$ -	$ 7,844	$ 6,341	$ 52,268
17	$ 1,131	$ -	$ 383	$ -	$ 8,158	$ 6,643	$ 58,911
18	$ 1,131	$ -	$ 395	$ -	$ 8,484	$ 6,958	$ 65,869
19	$ -	$ -	$ 407	$ -	$ 8,823	$ 8,417	$ 74,286
20	$ -	$ -	$ 419	$ -	$ 9,176	$ 8,758	$ 83,044
21	$ -	$ -	$ 431	$ -	$ 9,543	$ 9,112	$ 92,156
22	$ -	$ -	$ 444	$ -	$ 9,925	$ 9,481	$ 101,637
23	$ -	$ -	$ 458	$ -	$ 10,322	$ 9,865	$ 111,501
24	$ -	$ -	$ 471	$ -	$ 10,735	$ 10,264	$ 121,765
25	$ -	$ -	$ 486	$ -	$ 11,165	$ 10,679	$ 132,444
26	$ -	$ -	$ 500	$ -	$ 11,611	$ 11,111	$ 143,555
27	$ -	$ -	$ 515	$ -	$ 12,076	$ 11,560	$ 155,115
28	$ -	$ -	$ 531	$ -	$ 12,559	$ 12,028	$ 167,143
29	$ -	$ -	$ 546	$ -	$ 13,061	$ 12,514	$ 179,658
30	$ -	$ -	$ 563	$ -	$ 13,583	$ 13,020	$ 192,678
Totals	**$ 19,233**	**$ 22,093**	**$ 11,364**	**$ -**	**$ 245,368**	**$ 192,678**	**$ 192,678**

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Sterling National Bank Bid

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SOURCES AND USES OF FUNDS

City of Oakdale
2020 Energy Equipment Lease
Sterling National Bank Bid

Dated Date	**11/24/2020**
Delivery Date	**11/24/2020**

Sources:	
Bond Proceeds:	
Par Amount	**3,249,648.00**
	3,249,648.00
Uses:	
Project Fund Deposits:	
Project Fund	**3,053,675.25**
Other Fund Deposits:	
Capitalized Interest Fund (thru 6/1/2022)	**106,159.69**
Delivery Date Expenses:	
Cost of Issuance	**89,813.06**
	3,249,648.00

COST OF ISSUANCE

City of Oakdale
2020 Energy Equipment Lease
Sterling National Bank Bid

Cost of Issuance	$/1000	Amount
Co-Municipal Advisor (A.M. Peche & Associates)	4.61588	15,000.00
Co-Municipal Advisor (Del Rio Advisors)	4.61588	15,000.00
Bond Counsel	9.23177	30,000.00
Placement Agent	7.69314	25,000.00
CDIAC	0.25000	812.41
Contigency	1.23110	4,000.65
	27.63778	89,813.06

BOND PRICING

City of Oakdale
2020 Energy Equipment Lease
Sterling National Bank Bid

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	12/01/2022	93,774	2.150%	2.150%	100.000
	06/01/2023	93,774	2.150%	2.150%	100.000
	12/01/2023	98,380	2.150%	2.150%	100.000
	06/01/2024	98,381	2.150%	2.150%	100.000
	12/01/2024	103,138	2.150%	2.150%	100.000
	06/01/2025	103,138	2.150%	2.150%	100.000
	12/01/2025	108,052	2.150%	2.150%	100.000
	06/01/2026	108,051	2.150%	2.150%	100.000
	12/01/2026	113,125	2.150%	2.150%	100.000
	06/01/2027	113,124	2.150%	2.150%	100.000
	12/01/2027	118,361	2.150%	2.150%	100.000
	06/01/2028	118,362	2.150%	2.150%	100.000
	12/01/2028	123,768	2.150%	2.150%	100.000
	06/01/2029	123,768	2.150%	2.150%	100.000
	12/01/2029	129,348	2.150%	2.150%	100.000
	06/01/2030	129,348	2.150%	2.150%	100.000
	12/01/2030	135,107	2.150%	2.150%	100.000
	06/01/2031	135,107	2.150%	2.150%	100.000
	12/01/2031	141,050	2.150%	2.150%	100.000
	06/01/2032	141,050	2.150%	2.150%	100.000
	12/01/2032	147,182	2.150%	2.150%	100.000
	06/01/2033	147,181	2.150%	2.150%	100.000
	12/01/2033	153,507	2.150%	2.150%	100.000
	06/01/2034	153,507	2.150%	2.150%	100.000
	12/01/2034	160,032	2.150%	2.150%	100.000
	06/01/2035	160,033	2.150%	2.150%	100.000
		3,249,648			

Dated Date	11/24/2020	
Delivery Date	11/24/2020	
First Coupon	06/01/2021	
Par Amount	3,249,648.00	
Original Issue Discount		
Production	3,249,648.00	100.000000%
Underwriter's Discount		
Purchase Price	3,249,648.00	100.000000%
Accrued Interest		
Net Proceeds	3,249,648.00	

BOND SUMMARY STATISTICS

City of Oakdale
2020 Energy Equipment Lease
Sterling National Bank Bid

Dated Date	11/24/2020
Delivery Date	11/24/2020
First Coupon	06/01/2021
Last Maturity	06/01/2035
Arbitrage Yield	2.149971%
True Interest Cost (TIC)	2.149971%
Net Interest Cost (NIC)	2.150000%
All-In TIC	2.504965%
Average Coupon	2.150000%
Average Life (years)	8.887
Weighted Average Maturity (years)	8.887
Duration of Issue (years)	8.014
Par Amount	3,249,648.00
Bond Proceeds	3,249,648.00
Total Interest	620,906.98
Net Interest	620,906.98
Bond Years from Dated Date	28,879,392.60
Bond Years from Delivery Date	28,879,392.60
Total Debt Service	3,870,554.98
Maximum Annual Debt Service	325,226.05
Average Annual Debt Service	266,577.35
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	Duration	PV of 1 bp change
Bond Component	3,249,648.00	100.000	2.150%	8.887	10/13/2029	8.014	2,563.10
	3,249,648.00			8.887			2,563.10

	TIC	All-In TIC	Arbitrage Yield
Par Value	3,249,648.00	3,249,648.00	3,249,648.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		(89,813.06)	
- Other Amounts			
Target Value	3,249,648.00	3,159,834.94	3,249,648.00
Target Date	11/24/2020	11/24/2020	11/24/2020
Yield	2.149971%	2.504965%	2.149971%

NET DEBT SERVICE

City of Oakdale
2020 Energy Equipment Lease
Sterling National Bank Bid

Date	Principal	Coupon	Interest	Total Debt Service	Capitalized Interest Fund (thru 6/1/2022)	Net Debt Service	Annual Net D/S
06/01/2021			36,292.25	36,292.25	36,292.25		
06/30/2021							
12/01/2021			34,933.72	34,933.72	34,933.72		
06/01/2022			34,933.72	34,933.72	34,933.72		
06/30/2022							
12/01/2022	93,774	2.150%	34,933.72	128,707.72		128,707.72	
06/01/2023	93,774	2.150%	33,925.65	127,699.65		127,699.65	
06/30/2023							256,407.37
12/01/2023	98,380	2.150%	32,917.58	131,297.58		131,297.58	
06/01/2024	98,381	2.150%	31,859.99	130,240.99		130,240.99	
06/30/2024							261,538.57
12/01/2024	103,138	2.150%	30,802.39	133,940.39		133,940.39	
06/01/2025	103,138	2.150%	29,693.66	132,831.66		132,831.66	
06/30/2025							266,772.05
12/01/2025	108,052	2.150%	28,584.93	136,636.93		136,636.93	
06/01/2026	108,051	2.150%	27,423.37	135,474.37		135,474.37	
06/30/2026							272,111.30
12/01/2026	113,125	2.150%	26,261.82	139,386.82		139,386.82	
06/01/2027	113,124	2.150%	25,045.73	138,169.73		138,169.73	
06/30/2027							277,556.55
12/01/2027	118,361	2.150%	23,829.64	142,190.64		142,190.64	
06/01/2028	118,362	2.150%	22,557.26	140,919.26		140,919.26	
06/30/2028							283,109.90
12/01/2028	123,768	2.150%	21,284.87	145,052.87		145,052.87	
06/01/2029	123,768	2.150%	19,954.37	143,722.37		143,722.37	
06/30/2029							288,775.24
12/01/2029	129,348	2.150%	18,623.86	147,971.86		147,971.86	
06/01/2030	129,348	2.150%	17,233.37	146,581.37		146,581.37	
06/30/2030							294,553.23
12/01/2030	135,107	2.150%	15,842.88	150,949.88		150,949.88	
06/01/2031	135,107	2.150%	14,390.48	149,497.48		149,497.48	
06/30/2031							300,447.36
12/01/2031	141,050	2.150%	12,938.08	153,988.08		153,988.08	
06/01/2032	141,050	2.150%	11,421.79	152,471.79		152,471.79	
06/30/2032							306,459.87
12/01/2032	147,182	2.150%	9,905.50	157,087.50		157,087.50	
06/01/2033	147,181	2.150%	8,323.30	155,504.30		155,504.30	
06/30/2033							312,591.80
12/01/2033	153,507	2.150%	6,741.10	160,248.10		160,248.10	
06/01/2034	153,507	2.150%	5,090.90	158,597.90		158,597.90	
06/30/2034							318,846.00
12/01/2034	160,032	2.150%	3,440.70	163,472.70		163,472.70	
06/01/2035	160,033	2.150%	1,720.35	161,753.35		161,753.35	
06/30/2035							325,226.05
	3,249,648		620,906.98	3,870,554.98	106,159.69	3,764,395.29	3,764,395.29

NET DEBT SERVICE

City of Oakdale
2020 Energy Equipment Lease
Sterling National Bank Bid

Period Ending	Principal	Coupon	Interest	Total Debt Service	Capitalized Interest Fund (thru 6/1/2022)	Net Debt Service
06/30/2021			36,292.25	36,292.25	36,292.25	
06/30/2022			69,867.44	69,867.44	69,867.44	
06/30/2023	187,548	2.150%	68,859.37	256,407.37		256,407.37
06/30/2024	196,761	2.150%	64,777.57	261,538.57		261,538.57
06/30/2025	206,276	2.150%	60,496.05	266,772.05		266,772.05
06/30/2026	216,103	2.150%	56,008.30	272,111.30		272,111.30
06/30/2027	226,249	2.150%	51,307.55	277,556.55		277,556.55
06/30/2028	236,723	2.150%	46,386.90	283,109.90		283,109.90
06/30/2029	247,536	2.150%	41,239.24	288,775.24		288,775.24
06/30/2030	258,696	2.150%	35,857.23	294,553.23		294,553.23
06/30/2031	270,214	2.150%	30,233.36	300,447.36		300,447.36
06/30/2032	282,100	2.150%	24,359.87	306,459.87		306,459.87
06/30/2033	294,363	2.150%	18,228.80	312,591.80		312,591.80
06/30/2034	307,014	2.150%	11,832.00	318,846.00		318,846.00
06/30/2035	320,065	2.150%	5,161.05	325,226.05		325,226.05
	3,249,648		620,906.98	3,870,554.98	106,159.69	3,764,395.29

AGENDA ITEM 11.2:

CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Date: November 16, 2020

To: Mayor J.R. McCarty and Members of the City Council

From: Bryan Whitemyer, City Manager

Subject: **Review and Approve a Resolution of the City Council of the City of Oakdale Approving the Energy Conservation Assistance Act Loan Agreement for a $3,000,000 Loan at 1% Interest Rate with the California Energy Resources Conservation and Development Commission**

I. BACKGROUND

On September 21, 2020 the Oakdale City Council approved an agreement with SitelogIQ to procure and install energy efficient Lighting/HVAC equipment and Solar PV at multiple City sites. It is anticipated that this project will produce a net project savings over 30 years of approximately $11,392,405 if you assume an energy cost escalation rate of 4%. If the energy cost escalation rate ends up at 5% then the project savings over 30 years increases by $3,774,493 to $15,166,898.

$3,000,000 of this project will be funded by the California Energy Commission's Energy Conservation Assistance Act (ECAA) Loan. The CEC ECAA loan will be re-payed over 20 years, at an interest rate of 1%. Re-payment of this loan will begin 1 year after the project is found to be substantially complete, at which point interest will begin to accrue. The estimated completion date is June, 30 2022.

The loan will be paid back utilizing the savings from reduced annual energy costs. In order to finalize this funding, the City Council needs to approve a resolution that approves the Energy Conservation Assistance Act Loan Agreement.

II. FISCAL IMPACT

This loan payback will come from the cost savings realized by reduced energy utility costs. The savings will be seen in the General Fund, Water Fund and Sewer Fund. Since the loan is paid back by way of energy costs savings it is anticipated that approval of this agreement will not negatively affect these funds.

III. RECOMMENDATION

Staff recommends that the City Council approve a resolution approving Energy Conservation Assistance Act Loan Agreement (ECAA Loan Agreement) for a $3,000,000 loan at 1% interest rate with the California Energy Resources Conservation and Development Commission.

IV. ATTACHMENTS

Attachment A: Resolution 2020-

Exhibit 1: ECAA Loan Agreement

Attachment B: Staff Report for Energy Efficiency Project 9-21-2020

IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA

CITY COUNCIL RESOLUTION 2020-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKDALE APPROVING THE ENERGY CONSERVATION ASSISTANCE ACT LOAN AGREEMENT FOR A $3,000,000 LOAN AT 1% INTEREST WITH THE CALIFORNIA ENERGY RESOURCES CONSERVATION AND DEVELOPMENT COMMISSION

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, the City Council for the City of Oakdale desires to install certain energy efficiency improvements at various City owned facilities and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Oakdale approves the Energy Conservation Assistance Act Loan Agreement for a $3,000,000 loan at 1% interest with the California Energy Resources Conservation and Development Commission (Exhibit 1); and

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 16th DAY OF NOVEMBER by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAINED: COUNCIL MEMBERS:

J.R. McCarty, Mayor

ATTEST:

Rouze Roberts, City Clerk

STATE OF CALIFORNIA

LOAN AGREEMENT

CEC-142 (05/10)

CALIFORNIA ENERGY COMMISSION

BORROWER	AGREEMENT NUMBER
City of Oakdale	001-20-ECI
ADDRESS	**AGREEMENT TERM**
280 North Third Ave. Oakdale, CA 95361	10/11/2020 to 12/31/2022 The effective date of this Agreement is the date the California Energy Commission signs the Agreement. No work is authorized, or shall begin until the California Energy Commission signs the Agreement. See the signature date below for effective start date.

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

Exhibit A – Energy Conservation Assistance Act Loan Agreement	Page(s): 09
Exhibit A – Attachment 1 – Budget Detail/Project Cost and Savings	Page(s): 02
Exhibit B – Promissory Note	Page(s): 03
Exhibit B – Attachment 1 – Estimated Amortization Schedule	Page(s): 02
Exhibit C – Contacts	Page(s): 02

REIMBURSABLE AMOUNT	$ 3,000,000
MATCH SHARE	$ 0
TOTAL	$ 3,000,000

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME	PHONE	NAME	PHONE
Adrienne Winuk	(916) 654-4379		
TITLE			
Contracts, Grants and Loans Office Manager			
CALIFORNIA ENERGY COMMISSION ADDRESS			
1516 9th Street, MS-18, Sacramento, CA 95814			

EXHIBIT A

ENERGY CONSERVATION ASSISTANCE ACT LOAN AGREEMENT

This Loan Agreement (the "Agreement") is entered into as of the date it is executed by both parties hereto, between the California Energy Resources Conservation and Development Commission (the "Energy Commission") and the City of Oakdale (the "Borrower") located in Oakdale, CA.

1. STATUTORY AUTHORITY AND LOAN

A. Pursuant to the purposes authorized by section 25410, et seq., of the California Public Resources Code (the "Energy Conservation Assistance Act"), the Energy Commission has approved the Borrower's loan application dated July 22, 2020 which is not attached but is expressly incorporated by reference herein.

B. Subject to the terms, covenants, conditions, and including Special Conditions (if applicable) contained herein, and the Budget Detail/Summary of Project Cost and Savings attached as Exhibit A, Attachment 1 hereto to the extent it modifies the Borrower's loan application, the Energy Commission shall make a loan to the Borrower (the "Loan") in the amount of three million dollars ($3,000,000) evidenced by a Promissory Note (the "Promissory Note") for loan number 001-20-ECI attached hereto as Exhibit B.

2. PURPOSE

The Borrower agrees to expend all funds disbursed pursuant to this Agreement only for the purposes and in the amounts set forth in Exhibit A, Attachment 1 (the "Project"). Any other use of funds disbursed hereunder shall require prior written approval by the Energy Commission.

3. LOAN DISBURSEMENT SCHEDULE

A. The Energy Commission agrees to disburse funds to the Borrower upon the Borrower's execution of the attached Promissory Note and required supplemental documents, including invoices as required in Section 3.B below.

B. Loan funds shall be disbursed on a reimbursement basis based on invoices submitted by Borrower in a form approved by the Energy Commission. Backup documentation for actual expenditures (such as timecards, vendor invoices, etc) and proof of payment must be provided to substantiate the request. Energy Commission staff will approve invoices only after verifying

requested amounts against backup billings and determining that expenses are appropriate and used for the authorized purposes of this Loan. For executed Agreements, invoices for expenses incurred during the Agreement Term are eligible for reimbursement.

C. All invoices must be submitted within sixty (60) days after Project completion.

D. The final ten percent (10%) of the Loan amount will be withheld as retention until the final report is received from the Borrower and the Commission's Project Manager determines the Project has been satisfactorily completed.

4. LOAN REPAYMENT AND INTEREST

All funds disbursed hereunder, together with all interest payable thereon, shall be repaid to the Energy Commission in accordance with the terms of the Promissory Note. The Loan shall bear simple interest at the annual rate set forth in the attached Promissory Note on the principal balance of Loan funds disbursed to the Borrower. Payment of said interest shall be due at the time of semiannual scheduled Loan repayment installments to the Energy Commission, and interest shall accrue from the time of disbursal of funds to the Borrower until receipt of full Loan repayment to the Energy Commission.

5. TERM

A. The effective date of this Agreement shall be the date on which it has been executed by both parties hereto. No work is authorized, or shall begin until the Energy Commission signs the Agreement.

B. The Borrower agrees to complete performance of its obligations under this Agreement within the applicable periods stated in this Agreement.

6. PREPAYMENT

The Borrower shall have the right to prepay all or any part of the amount of this Loan at any time without penalty.

7. PROMISSORY NOTE

In order to evidence its debt to the Energy Commission hereunder, the Borrower agrees to, contemporaneously with the execution of this Agreement, execute and deliver to the Energy Commission the Promissory Note (attached as Exhibit B hereto).

8. **ACCOUNTS, AUDITS, AND RECORDS**

A. The Borrower agrees to establish on its books a separate account for this Loan. This account shall be maintained as long as the Loan obligation remains unsatisfied.

B. The Borrower further agrees to maintain records that accurately and fully show the date, amount, purpose, and payee of all expenditures drawn on said account for three (3) years after this Loan is repaid in full unless the Energy Commission requests a longer retention period.

C. The Borrower further agrees to utilize a voucher system by which all expenditures from said account will be authorized and authenticated.

D. The Borrower further agrees to allow the Energy Commission or any other agency of the State of California (the "State") or their designated representatives, on written request, to have reasonable access to, and the right of inspection of, all records that pertain to said account or the Project. The Borrower also agrees to submit to an independent audit, if requested by the Energy Commission, at the expense of the Borrower. Borrower agrees to maintain all such records for a minimum of three years after this Loan is repaid in full unless the Energy Commission notifies the Borrower, prior to the expiration of such three-year period, that a longer period of record retention is necessary.

9. **SOURCE OF REPAYMENT; OPERATION OF PROJECT**

A. Semiannual payments due to the Energy Commission under this Agreement shall be made from savings in energy costs or other legally available funds as the Borrower chooses. If the Borrower is a county, city, town, township, board of education, or school district, the Borrower agrees that the amount of the semiannual Loan repayment shall not be raised by the levy of additional taxes and shall not be an obligation against tax revenues, but shall be obtained either from savings in energy costs resulting from the subject energy conservation projects or other legally available funds as the Borrower chooses.

B. Energy cost savings as determined by the Energy Commission are based on energy usage and serving utility rate schedules at the time the Loan application is submitted, except as specified in Special Conditions, if any, as detailed in this Agreement, and the information and data contained in the Borrower's loan application and technical study. The following will not affect the Energy Commission's initial finding of energy cost savings, and are not a basis for claiming a lack of energy savings: a) changes in energy use and/or rate schedules which occur after submittal of the Loan application,

except as specified in Special Conditions, if any, as detailed in this Agreement, b) deviations in the Project work scope from what was approved by the Energy Commission, c) changes in the Borrower's facility and/or equipment which occur after submittal of the Loan application, including, but not limited to maintenance, operations, schedules, employees and facility alterations and expansions, d) deviations, omissions or errors found in the loan application and technical study after submittal of the Loan application. The Borrower is responsible for ensuring the accuracy of the information contained in its loan application and technical study. In the event annual energy cost savings resulting from the Project, as determined by the Energy Commission, fail to equal or exceed the amount due under this Agreement, this Agreement may be renegotiated to assure that the repayment amount does not exceed the actual energy savings or avoided costs resulting from the Project, and the Promissory Note will be revised accordingly. In no event, however, will the number of semiannual installments payable hereunder and under the Promissory Note exceed forty.

C. The Borrower shall obtain and maintain in its records any and all permits and licenses required to install or operate the Project and shall comply with all local, state, and federal laws, rules and codes concerning the Project. The Borrower shall maintain the Project in good working order for the duration of the Loan and shall insure that staff members are provided appropriate training on the operation and maintenance of the Project. The Borrower shall maintain insurance on the Project and**,** in the event of any casualty loss covered by such insurance policy, apply the proceeds to the repair of the Project or, with the approval of the Energy Commission, may use the insurance proceeds to install alternate projects to generate alternative energy cost savings to repay the Loan.

D. The Borrower agrees to provide the Energy Commission with the following information for three years following completion of the Project, unless the Energy Commission requests a longer period: (1) the annual computation, required by Section 25414 of the Energy Conservation Assistance Act, of energy cost savings for the most recent fiscal year, calculated in the manner and provided in the format prescribed by the Energy Commission; and (2) any information or change in assumptions or operations which might affect the Energy Commission's initial determination of energy savings.

E. The Borrower authorizes any official or agent of the Energy Commission or the State to conduct physical inspections of the Project before the commencement; during construction, installation and implementation of the Project; and at any time prior to the complete repayment of the Loan. In each contract entered into with suppliers of goods and services to install, conduct, or operate the Project, including management services, the Borrower shall include terms which allow any officer or agent of the Energy

Commission or the State access to the Project site and to any books, documents, or records directly relevant to the Project.

F. If, prior to final repayment of the Loan, the Borrower sells the equipment or material installed with the proceeds of the Loan or sells the building, facility or system in which the Project has been implemented, then the Borrower shall apply the sale proceeds to repay any remaining balance due under this Agreement in full at the time of such sale. The Borrower shall notify the Energy Commission within five business days of the date on which the Borrower enters into an agreement to effect such transaction. The Borrower shall repay the Energy Commission within 30 calendar days of receiving an invoice from the Energy Commission for the balance due.

G. In accordance with Section 25415 of the Energy Conservation Assistance Act, the Borrower covenants to take such action as may be necessary to include all payments due hereunder in its annual budget and to make the necessary annual appropriations for all such payments. The obligation of the Borrower to make such payments shall be limited to the savings realized by the Borrower as a result of implementing the Project funded by the Loan.

10. DEFAULT

A. The Borrower's failure to comply with any of the terms of this Agreement shall constitute a breach of this Agreement and an event of default. In such case, the Energy Commission may declare this Agreement to have been breached and be released from any further performance hereunder.

B. In the event of any default or breach of this Agreement by the Borrower, the Energy Commission, without limiting any of its other legal rights or remedies, may, to the extent permitted by law, declare the Promissory Note evidencing this Loan to be immediately due and payable.

11. TERMINATION

A. With Cause

The Energy Commission may, at its option, terminate this Agreement with cause in whole or in part, at any time prior to the funding of the Loan, upon giving five (5) days advance notice in writing to the Borrower. "Cause" includes without limitation:

1) Failure to perform or breach of any of the terms or covenants at the time and in the manner provided in this Agreement; or

2) Significant change in Energy Commission or State policy such that the work or product being funded would not be supported by the Energy Commission; or

3) Reorganization to a business entity unsatisfactory to the Energy Commission.

B. Without Cause

The Energy Commission may, at its option, terminate this Agreement without cause in whole or in part, at any time prior to the funding of the Loan, upon giving thirty (30) days advance notice in writing to the Borrower.

12. REPORTING

A. Progress reports are due each calendar quarter until Project completion. At a minimum, Borrower shall submit progress reports in accordance with the following schedule:

PROGRESS REPORT SCHEDULE

For the Period Covering	**Report Due Date**
January 1 through March 31	April 5th
April 1 through June 30	July 5th
July 1 through September 30	October 5th
October 1 through December 31	January 5th

B. A final report is due no later than (sixty) 60 days after Project completion.

C. The Energy Commission will not process an invoice unless the Borrower's report submittals are up to date.

D. If requested by the Energy Commission, Borrower shall submit, within ten (10) days after the Energy Commission's written request, a status report on its activities to date, pursuant to this Agreement.

E. Reports shall be in a format as determined by the Energy Commission.

F. The Borrower shall submit reports regarding energy savings as described in Section 9.D above.

13. GENERAL TERMS

A. Indemnification by the Borrower. The Borrower agrees to indemnify, defend, and save harmless the Energy Commission, the State, and their officers, agents, and employees from any and all claims, losses, or costs (including

reasonable attorney fees) arising out of, resulting from, or in any way connected with the Loan or this Agreement, or the financing or the operation of the facilities financed with the Loan.

B. Ownership of Equipment and Material. All equipment and material acquired under this Agreement shall become the property of the Borrower at time of purchase. The Borrower shall obtain and maintain in its records a written waiver of all claims, other than those previously made in writing and still unsettled, from each contractor who supplies goods and services, including management services, in connection with the Project.

C. Independent Capacity. The Borrower, and the agents and employees of the Borrower, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Energy Commission or the State of California.

D. Assignment. Without the written consent of the Energy Commission, this Agreement is not assignable or transferable by the Borrower either in whole or in part. The Energy Commission may assign its rights under this Agreement for security purposes, and in such event the assignee of this Loan Agreement, including the bond trustee of any bonds which may be secured by repayment of this Loan**,** shall be entitled to enforce the provisions hereof and shall be a third party beneficiary of this Agreement.

E. Time of the Essence. Time is of the essence in this Agreement. Borrower is required to take timely actions which, taken collectively, move to completion of the purpose for which this Loan was awarded. The Commission Project Manager will periodically evaluate the progress toward completion. If the Commission Project Manager determines that the Borrower is not progressing toward completion within one (1) year after the effective date of this Agreement, the Commission Project Manager may, without penalty or prejudice to any of the Energy Commission's other remedies, terminate this Agreement.

F. Amendment. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

G. Severability. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

H. Governing Law and Venue. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Venue shall be in Sacramento County.

I. Non-discrimination. During the performance of this Agreement, the Borrower and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and family care leave. The Borrower and its contractors and subcontractors shall insure the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Borrower and its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full. The Borrower and its contractors and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Borrower and its contractors shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

J. Incorporation of Energy Conservation Assistance Act. The Energy Conservation Assistance Act, together with any applicable rules, regulations or procedures authorized by such statute, is incorporated by reference in this Agreement.

K. Borrower Authorization. The Borrower certifies it has full power and authority to enter into this Agreement, and this Agreement has been duly authorized, executed and delivered by the Borrower. The Borrower acknowledges the resolution of its governing body or other official action authorizing it to enter into this Agreement. The Borrower also authorizes such further acts as are necessary, including execution of the Promissory Note, to implement and further the intent of this Agreement.

L. Prevailing Wage. The Borrower shall comply with Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code relating to the payment of prevailing wage for work performed on the Project financed in whole or in part with the proceeds of the Loan.

M. Funding Eligibility. By signing this Agreement, Borrower certifies it is eligible to receive state funding under all applicable laws, including but not limited to Chapter 2.8 “Project Labor Agreements”, of Part 1, of Division 2 of the Public Contract Code.

14. **NOTICE**

Any notice required to be given to the Energy Commission hereunder shall be sent to the person and address listed under Legal Notices in Exhibit G, Contacts, or at such other address as the Energy Commission may designate in writing to the Borrower. Any notice required to be given to the Borrower hereunder shall be sent to the address shown for Borrower in this Agreement, or at such other address as the Borrower shall designate in writing to the Energy Commission. Notice to either party may be given using the following delivery methods: U.S. mail, overnight mail, or personal delivery, providing evidence of receipt, to the respective parties identified in this Agreement. Delivery by fax or e-mail is not considered notice for the purposes of this Agreement. Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery in which case the effective date shall be postponed 24 hours, or whenever the next business day occurs.

EXHIBIT A
ATTACHMENT 1
BUDGET DETAIL/PROJECT COST AND SAVINGS

This Loan is made to the City of Oakdale ("Borrower") for an energy savings Project. The Project consists of the energy efficiency measures listed in Table 1 below to be installed at the City Hall, Gene Bianchi Community Center, Gladys Lemmons Senior Center and Wastewater Treatment Plant in the City of Oakdale, CA.

The Table below summarizes the estimated Project cost(s), saving(s) and simple payback(s) for the Project.

TABLE 1: Summary of Project Cost and Savings:

Energy Efficiency Measures	Estimated Total Project Cost	Energy Commission Loan	Estimated Annual Energy Cost Savings	Simple Payback* (Years)
City Hall 36.0 kW PV Array	$628,592	$628,592	$39,038	16.1
Gene Bianchi 115.2 kW PV Array	$187,611	$187,611	$12,229	15.3
Gladys Lemmon 27.0 kW PV Array	$156,596	$156,596	$9,983	15.7
WastewaterTreatment Plant 625 kW PV Array	$2,027,201	$2,027,201	$119,452	17.0
TOTALS:	$3,000,000	$3,000,000]	$180,772	16.6

*The simple payback is based on the Loan amount.

The Borrower shall implement each measure listed in Table 1.

If Borrower does not complete one or more of the measures or deviates from the quantities and specifications listed in Table 1, the Commission Project Manager will calculate the maximum Loan amount supported by the Project. The Loan amount will be determined by the lesser of: 1) multiplying the annual energy cost savings by 16.6; 2) total Project costs; or 3) approved Loan amount.

Borrower shall notify the Commission Project Manager in writing if Borrower expects any information in Table 1 to change. Energy Commission staff will advise Borrower of the procedure to approve any changes. Written documentation is required for any changes to the information included in this Attachment.

If the Borrower has received disbursements exceeding the maximum Loan amount supported by the Project, the Borrower shall refund the difference to the Energy Commission within 30 days of notification.

EXHIBIT B

PROMISSORY NOTE

LOAN NUMBER: **001-20-ECI**
PRINCIPAL AMOUNT: **$3,000,000**
INTEREST RATE: **1%**

1. For value received, the undersigned, (hereinafter referred to as the "Borrower"), promises to pay to the order of the State of California, Energy Resources Conservation and Development Commission (hereinafter referred to as the "Energy Commission"), at its principal place of business at 1516 Ninth Street, Sacramento, California 95814, or at such other place as the Energy Commission may designate the principal sum of three million dollars ($3,000,000) or such lesser amount as shall equal the aggregate amount disbursed to the Borrower by the Energy Commission pursuant to the above-referenced Energy Conservation Assistance Act Loan Agreement (the "Loan Agreement") between the Borrower and the Energy Commission, together with interest thereon at the rate of 1% percent per annum on the unpaid principal, computed from the date of each disbursement to the Borrower. Principal, together with interest thereon, is due and payable in semiannual installments as specified in the Estimated Amortization Schedule, attached hereto as Exhibit B, Attachment 1 and as amended in the Final Amortization Schedule, beginning on or before December 22 of the fiscal year following the year in which the Project is completed and continuing thereafter on each June 22 and December 22 until said principal and interest shall be paid in full. The Final Amortization Schedule, and any amended Final Amortization Schedule(s), are not attached but are expressly incorporated by reference herein.

2. Payments received will be first applied to billed interest, if any, and the balance, if any, to principal. If all principal is repaid, the balance is applied to accrued interest.

3. Payment of any scheduled installment received within thirty (30) days of the due date shall be considered to have been received on the due date. Interest on the principal portion of the payment accrues through the due date.

4. Payment of any scheduled installment received more than thirty (30) days after the due date shall be considered late. Interest on the principal portion of the payment accrues through the actual date payment is received.

5. The Borrower may prepay this Promissory Note in full or in part, without penalty.

6. In accordance with Section 25415 of the Energy Conservation Assistance Act, the Borrower covenants to take such action as may be necessary to include all payments due hereunder in its annual budget and to make the necessary annual appropriations for all such payments. The obligation of the Borrower to make

such payments shall be limited to the savings realized by the Borrower as a result of implementing the Project funded by the Loan.

7. If any installment is not paid within thirty (30) days after its due date, the Energy Commission, at its option, may require the Borrower to pay a late charge equal to five percent (5%) of the amount of the installment or Five Dollars ($5.00), whichever is greater.

8. On the occurrence of any event of default, the Energy Commission, at its sole election and without limiting any of its other legal rights or remedies, may, to the extent permitted by law, declare all or any portion of the principal and accrued interest on this Promissory Note to be immediately due and payable and may proceed at once without further notice to enforce this Promissory Note according to law.

9. Each of the following occurrences shall constitute an event of default:

   A. Failure of the Borrower to repay any principal or interest when due under the terms of this Promissory Note;

   B. Termination of the Loan Agreement pursuant to the terms thereof or breach by the Borrower of any terms of said Loan Agreement;

   C. Failure of the Borrower to undertake in a timely way the express and implied activities for which said Loan Agreement has been executed;

   D. Failure of the Borrower to obtain prior written Energy Commission approval before undertaking a change in the scope of the activities for which said Loan Agreement has been executed; or

   E. Occurrence of: (1) the Borrower becoming insolvent or bankrupt or being unable or admitting in writing its inability to pay its debts as they mature or making a general assignment for the benefit of or entering into any composition or arrangement with creditors; (2) proceedings for the appointment of a receiver, trustee, or liquidator of the assets of the Borrower or a substantial part thereof, being authorized or instituted by or against the Borrower; or (3) proceedings under any bankruptcy, reorganization, readjustment of debt, insolvency, dissolution, liquidation or other similar law, or any jurisdiction being authorized or instituted against the Borrower.

10. No delay or failure of the Energy Commission in the exercise of any right or remedy hereunder or under any other agreement which secures or is related hereto shall affect any such right or remedy, and no single or partial exercise of any such right or remedy shall preclude any further exercise thereof, and no action taken or omitted by the Energy Commission shall be deemed a waiver of any such right or remedy.

11. Any notice to the Borrower provided for in this Promissory Note shall be given by mailing such notice by certified mail, return receipt requested, addressed to the Borrower at the address stated in the Loan Agreement, or to such other address as the Borrower may designate by notice to the Energy Commission. Any notice to the Energy Commission shall be given by mailing such notice by certified mail, return receipt requested, to the Energy Commission at the address stated in the Loan Agreement, or at such other address as may have been designated by notice to the Borrower.

12. If suit is brought to collect any part of this Promissory Note, the Energy Commission shall be entitled to collect all reasonable costs and expenses of said suit and any appeal therefrom, including reasonable attorney's fees.

13. This Promissory Note shall be binding upon the Borrower and its permitted successors and assigns and upon the Energy Commission and its permitted successors and assigns. Without the written consent of the Energy Commission, this Promissory Note is not assignable or transferable by the Borrower either in whole or in part. The Energy Commission may assign its rights under this Promissory Note for security purposes, and in such event the assignee of this Promissory Note, including the bond trustee of any bonds which may be secured by repayments of this Promissory Note, shall be entitled to enforce the provisions hereof and shall be a third party beneficiary of this Promissory Note.

14. This Promissory Note shall be construed and enforced in accordance with the laws of the State of California.

City of Oakdale
BORROWER

Bryan Whitemyer
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

AUTHORIZED SIGNATURE

City Manager
TITLE

DATE

State of California

Energy Resources Conservation
and Development Commission
1516 Ninth Street
Sacramento, California 95814-5512

EXHIBIT B ATTACHMENT 1 - ESTIMATED AMORTIZATION SCHEDULE

Loan Number:	**001-20-ECI**	Number of Payments:	**37**
Recipient:	**City of Oakdale**	Estimated Disbursement Date:	**6/30/2022**
Loan Amount:	**$3,000,000.00**	Estimated Project Completion Date:	**6/30/2022**
Interest Rate:	**1.00 %**	Annual Energy Savings:	**$180,772.00**

Transaction Date	Payment Number	Invoice Number	Receipt Number	Disbursement Amount	Billing Invoice Interest Amount	Repay Principal Amount	Repay Interest Amount	Unscheduled Principal Amount	Unscheduled Interest Amount

Trans #	Payment Date	Accrued Interest	Payment Amount	Interest Payment	Principal Payment	Principal Balance
Disbursement 1	6/30/2022	$0.00	($3,000,000.00)	$0.00	($3,000,000.00)	$3,000,000.00
Payment 1	12/22/2022	$14,383.56	$89,001.10	$14,383.56	$74,617.54	$2,925,382.46
Payment 2	6/22/2023	$14,586.84	$89,001.10	$14,586.84	$74,414.26	$2,850,968.20
Payment 3	12/22/2023	$14,293.90	$89,001.10	$14,293.90	$74,707.20	$2,776,261.00
Payment 4	6/22/2024	$13,919.34	$89,001.10	$13,919.34	$75,081.76	$2,701,179.23
Payment 5	12/22/2024	$13,542.90	$89,001.10	$13,542.90	$75,458.20	$2,625,721.03
Payment 6	6/22/2025	$13,092.64	$89,001.10	$13,092.64	$75,908.46	$2,549,812.57
Payment 7	12/22/2025	$12,783.99	$89,001.10	$12,783.99	$76,217.11	$2,473,595.46
Payment 8	6/22/2026	$12,334.09	$89,001.10	$12,334.09	$76,667.01	$2,396,928.45
Payment 9	12/22/2026	$12,017.48	$89,001.10	$12,017.48	$76,983.62	$2,319,944.83
Payment 10	6/22/2027	$11,567.94	$89,001.10	$11,567.94	$77,433.16	$2,242,511.67
Payment 11	12/22/2027	$11,243.28	$89,001.10	$11,243.28	$77,757.82	$2,164,753.85
Payment 12	6/22/2028	$10,853.42	$89,001.10	$10,853.42	$78,147.68	$2,086,606.17
Payment 13	12/22/2028	$10,461.61	$89,001.10	$10,461.61	$78,539.49	$2,008,066.69
Payment 14	6/22/2029	$10,012.83	$89,001.10	$10,012.83	$78,988.27	$1,929,078.41
Payment 15	12/22/2029	$9,671.82	$89,001.10	$9,671.82	$79,329.28	$1,849,749.13
Payment 16	6/22/2030	$9,223.41	$89,001.10	$9,223.41	$79,777.69	$1,769,971.44
Payment 17	12/22/2030	$8,874.10	$89,001.10	$8,874.10	$80,127.00	$1,689,844.44
Payment 18	6/22/2031	$8,426.07	$89,001.10	$8,426.07	$80,575.03	$1,609,269.41
Payment 19	12/22/2031	$8,068.39	$89,001.10	$8,068.39	$80,932.71	$1,528,336.71
Payment 20	6/22/2032	$7,662.62	$89,001.10	$7,662.62	$81,338.48	$1,446,998.23
Payment 21	12/22/2032	$7,254.81	$89,001.10	$7,254.81	$81,746.29	$1,365,251.94
Payment 22	6/22/2033	$6,807.56	$89,001.10	$6,807.56	$82,193.54	$1,283,058.40
Payment 23	12/22/2033	$6,432.87	$89,001.10	$6,432.87	$82,568.23	$1,200,490.16
Payment 24	6/22/2034	$5,986.01	$89,001.10	$5,986.01	$83,015.09	$1,117,475.07

State of California

Energy Resources Conservation
and Development Commission
1516 Ninth Street
Sacramento, California 95814-5512

Payment 25	12/22/2034	$5,602.68	$89,001.10	$5,602.68	$83,398.42	$1,034,076.65
Payment 26	6/22/2035	$5,156.22	$89,001.10	$5,156.22	$83,844.88	$950,231.77
Payment 27	12/22/2035	$4,764.18	$89,001.10	$4,764.18	$84,236.92	$865,994.85
Payment 28	6/22/2036	$4,341.84	$89,001.10	$4,341.84	$84,659.26	$781,335.58
Payment 29	12/22/2036	$3,917.38	$89,001.10	$3,917.38	$85,083.72	$696,251.87
Payment 30	6/22/2037	$3,471.72	$89,001.10	$3,471.72	$85,529.38	$610,722.49
Payment 31	12/22/2037	$3,061.98	$89,001.10	$3,061.98	$85,939.12	$524,783.37
Payment 32	6/22/2038	$2,616.73	$89,001.10	$2,616.73	$86,384.37	$438,398.99
Payment 33	12/22/2038	$2,198.00	$89,001.10	$2,198.00	$86,803.10	$351,595.89
Payment 34	6/22/2039	$1,753.16	$89,001.10	$1,753.16	$87,247.94	$264,347.96
Payment 35	12/22/2039	$1,325.36	$89,001.10	$1,325.36	$87,675.74	$176,672.22
Payment 36	6/22/2040	$885.78	$89,001.10	$885.78	$88,115.32	$88,556.90
Payment 37	12/22/2040	$444.00	$89,000.90	$444.00	$88,556.90	$0.00

ATTACHMENT 7
Contacts

California Energy Commission	Recipient
Commission Agreement Manager: Monica Rudman California Energy Commission 1516 Ninth Street, MS-23 Sacramento, CA 95814 Phone: (916) 654-4462 e-mail: monica.rudman@energy.ca.gov	**Applicant Project Manager:** SitelogIQ Cameron Munsell, Project Engineer 1512 Silica Ave. Sacramento, CA 95815 Phone: (916) 570-1007 Fax: e-mail: Cameron.munsell@sitelogiq.com
Energy Commission Loan Officer: California Energy Commission Accounting Officer 1516 Ninth Street, MS-2 Sacramento, CA 95814	**Applicant Administrator:** City of Oakdale Bryan Whitemyer, City Manager 280 N. Third Ave. Oakdale, CA. 95361 Phone: (209) 845-3572 Fax: e-mail: bwhitemyer@ci.oakdale.ca.us
Invoices, Progress Reports and Non-Confidential Deliverables to: California Energy Commission Accounting Officer 1516 Ninth Street, MS-2 Sacramento, CA 95814	**Applicant Accounting Officer:** City of Oakdale Albert Avila, Finance Director 280 N. Third Ave. Oakdale, CA. 95361 Phone: (209) 845-3584 Fax: e-mail: aavila@ci.oakdale.ca.us
Legal Notices: California Energy Commission Accounting Officer 1516 Ninth Street, MS-2 Sacramento, CA 95814	**Other:** SitelogIQ Jessica Ritter, Facility Solutions Specialist 1512 Silica Ave. Sacramento, CA 95815 Phone: (559) 547-1834 Fax: e-mail: jessica.ritter@sitelogiq.com

ATTACHMENT 7
Contacts

Energy Commission Environmental Office: Environmental Protection Office 1516 9th Street, MS-40 Sacramento, CA 95814 Phone: (916) 651-0483	

CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Date: September 21, 2020

To: Mayor J.R. McCarty and Members of the City Council

From: Bryan Whitemyer, City Manager

Subject: **Review and Approve a Resolution of the City Council of the City of Oakdale Approving the Facility Solutions Master Agreement and Operations and Maintenance Agreement for the City of Oakdale SitelogIQ Comprehensive Facility Solutions Program and Energy Conservation Project**

I. BACKGROUND

At the July 6, 2020 City Council meeting the City Council approved the preliminary SitelogIQ Comprehensive Facility Solutions Program and Energy Conservation Project (EC Project) scope of work, authorized SitelogIQ and the City Manager to complete and submit all necessary documents and application for the California Energy Commission (CEC) Energy Conservation Assistance Act (ECAA) Loan program and Tax-Exempt Municipal Lease (TEML), and found that the activity funded by the ECAA Loan to be exempt from the California Environmental Quality Act (CEQA).

City staff and the SitelogIQ team have developed two agreements for the City Council's consideration. The first agreement is the Facility Solutions Master Agreement that memorializes the terms and final scope of the Facility Solutions Program and Energy Conservation Project. The Operations and Maintenance Agreement is the second agreement and provides the terms and conditions for the services that SitelogIQ will provide to ensure that the solar arrays function properly during the term of the agreement.

Facility Solutions Master Agreement:

Work Order #1 - $3,000,000

General Scope of Work

The scope of work for the new systems include engineering, permitting, procurement, construction, and commissioning, supervision, materials and supplies, labor, tools, construction equipment and machinery, utilities and transportation for the proper execution and completion of a fully integrated and operational System, unless otherwise excluded in the sections below. Contractor shall perform, supervise and direct the Work in accordance with Industry Standards, Applicable Law and Project Milestone dates.

Solar System Summary

The solar PV systems installations will be installed as illustrated in the Site Layout Plans provided in Section 1.14. Any changes to the location, size, or

orientation shall constitute a Change Order. In summary, the solar PV systems will include the following:

1. City Hall, Police Department, and Chamber Hall solar installation will include one (1) electricity grid-connected carport structure photovoltaic system with a total rated approximate capacity of 134.9 kW-DC-STC. Proposed PV layout is based on "Demolition & Improvement Plan for City Hall Parking Lot" dated July 2018. All scope and work shown on the "Demolition & Improvement Plan for City Hall Parking Lot" dated July 2018 is the responsibility of the City including parking upgrades, tree removal, ADA stalls, path of travel, and compliance is specifically excluded under this Agreement. Contractor shall coordinate the final placement of the structures, as needed after completion of the survey and geotechnical assessment, with the City and general contractor responsible for the parking lot remodel.

2. Gene Bianchi Community Center solar installation will include one (1) electricity grid-connected roof mounted photovoltaic system with a total rated approximate capacity of 41.04 kW-DC-STC.

3. Gladys Lemmons Senior Center solar installation will include one (1) electricity grid-connected roof mounted photovoltaic system with a total rated approximate capacity of 31.16 kW-DC-STC.

4. Wastewater Treatment Plant (Meter 319021) solar installation will include one (1) electricity grid-connected ground mounted single axis tracker photovoltaic system with a total rated approximate capacity of 633.71 kW-DC-STC. No additional fencing will be provided

Work Order #2 - $2,717,943.00

GENERAL LIGHTING SCOPE OF WORK

Energy savings are realized due to the fact that the total input watts of the lighting fixtures will be reduced. Energy savings resulting from the Lighting System Retrofit have been estimated for each individual light fixture type based on the following simple formula:

Annual Saving, $ = (Existing Watts – New Watts) /1000 x Hours/Year x Utility Rate x N

Where,

Existing Watts – Wattage rating for the existing (Baseline) light fixture
New Watts – New wattage rating for the existing light fixture
Hours/Year – Annual number of "burn-hours" (run hours for different areas)
Utility Rate – Actual weighted composite utility rate, $/kWh
N – Number of light fixtures of the particular type (see below for the actual quantities).

Currently the (11) sites have a mixture of lighting technologies. Past modernization and retrofit projects included the upgrading of several sites with first generation electronic ballasts and T8 fluorescent lamps. Areas not inclusive of these past projects are still using older style inefficient magnetic ballasts and T12 fluorescent lamps.

This project will provide a significant energy reduction while greatly improving the overall quality and quantity of light. Magnetic ballasts and T12 lamps included in the Lighting Scope of Work below will be replaced with High Efficiency low wattage electronic ballasts coupled with L.E.D. lamps. Optical imaging reflectors will be installed where applicable to maximize overall fixture efficiency. Fixtures identified below that are presently powered by electronic ballasts will be retrofitted with 4th generation electronic ballasts and L.E.D. lamps. In addition to the linear fluorescent fixture retrofits, incandescent lamps identified in the scope of work below will be replaced with L.E.D. lamps or fixtures.

Exterior lighting included in this project will be replaced with new L.E.D. fixtures or lamps as applicable.

Expended lighting lamps and ballasts will be disposed of per current EPA regulations. Any lighting ballasts removed that contain PCB's will be treated as Hazardous waste and disposed of per EPA hazardous waste regulations.

Locations of Lighting Improvements:

- **Airport- 8191 Laughlin Rd, Oakdale, CA**
- **Gene Bianchi Community Center- 110 South 2nd Ave, Oakdale, CA**
- **Animal Shelter- 6700-1 Liberini Ave, Oakdale, CA**
- **Public Works- 455 South 5th Ave., Oakdale, CA**
- **Parks Division- 460 South 4th Ave, Oakdale, CA**
- **Police Department-280 North 3rd Ave, Oakdale, CA**
- **Youth Building- 296 Gilbert Ave, Oakdale, CA**
- **Wastewater Treatment Plant- 9700 Liberini Ave, Oakdale, CA**
- **City Council Chambers- 277 North 2nd Ave, Oakdale, CA**
- **City Hall- 280 North 3rd Ave, Oakdale, CA**
- **Bridle Ridge Community**

HVAC SCOPE OF WORK

Basis of Design and Engineering

The intent of this project is to reduce the utility costs and operational expenses by replacing HVAC equipment at the City Hall/Police Department, Public Works, Animal Control, Waste Water Treatment Plant, Gladys Lemmons Senior Center, Fire Station #2, Youth Center, and Gene Bianchi Community Center with new high energy efficient units identified in the HVAC scope of work below.

SOLAR PLANT SCOPE OF WORK

General

The scope of work for the new systems include engineering, permitting, procurement, construction, and commissioning, supervision, materials and supplies, labor, tools, construction equipment and machinery, utilities and transportation for the proper execution and completion of a fully integrated and operational System, unless otherwise excluded in the sections below. Contractor shall perform, supervise and direct the Work in accordance with Industry Standards, Applicable Law and Project Milestone dates.

Solar System Summary

The solar PV systems installations will be installed as illustrated in the Site Layout Plans provided in Section 4.14. Any changes to the location, size, or orientation shall constitute a Change Order. In summary, the solar PV systems will include the following:

1. Public Works solar installation will include one (1) electricity grid-connected roof mounted photovoltaic systems with a total rated approximate capacity of 134.9 kW-DC-STC. Switchgear upgrade is included. ADA upgrades, signage & striping are excluded.

2. Wastewater Treatment Plant (Meter 312708) solar installation will include one (1) electricity grid-connected ground mounted single axis tracker photovoltaic system with a total rated approximate capacity of 309.54 kW-DC-STC. No additional fencing will be provided

Work Order #3 – $47,462.00 (To be paid from CARES Act funds)

SCOPE OF WORK

To improve indoor air quality, all new HVAC units listed in Work Order #2 and below will be equipped with bi-polar ionization device manufactured by GPS. In addition to energy savings, GPS device will help in reducing airborne particles (dust, pollen), odor reduction (VOC's) and pathogen reduction (bacteria, viruses,

mold spores). GPS devices have been tested to be effective in inhibiting and eliminating Coronavirus.

Operations and Maintenance Agreement:

This agreement will cover the operations and maintenance of the solar systems at the following locations:

- City of Oakdale-Community Center
  110 South Second Ave., Oakdale, CA 95361
- City of Oakdale-City Hall
  280 North Third Ave., Oakdale, CA 95361
- City of Oakdale-Public Works
  455 South 5th Ave., Oakdale, CA 95361
- City of Oakdale-Senior Center
  450 East Street, Oakdale, CA 95361
- City of Oakdale-Waste Water Treatment Plant
  9700 Liberini Ave, Oakdale, CA 95361

SERVICES

Annual Inspection Services
Complete inspection, system maintenance, and recommissioning services in each year of this agreement term as detailed below. Report inspection finding, required repairs, and repair recommendations, including estimated costs for each maintenance visit. As part of our system maintenance, the following services will be completed and reported to the Customer during the Annual report period.

Visual Inspection

a. Visually inspect structures, arrays, and enclosures for excessive wear, damage, defects, rust/corrosion, etc.
b. Verify new and/or existing shade concerns for the photovoltaic array.
c. Verify module cleanliness and/or soiling issues; perform washing if requested by Customer.
d. Verify that all signage and placards are firmly attached and legible.
e. Verify condition of all wall & pad mounted switchgear, meters and inverters for corrosion and security of attachment to wall/structure/pad, etc. Note any new access issues.
f. Verify condition of ac and dc disconnect(s).
g. Confirm that the System is on line and that the output is at the expected level.
h. Confirm that the monitoring system is in service and functioning properly.

Photo Documentation

a. Take digital photos of all major system components
b. Submit digital images along with checklist and other documentation following visit.

Array – Structure & Modules

a. Complete inspection of array.
b. Inspect and tighten structure ground bonding straps/fasteners.
c. Verify secure module attachment by random torque testing or visual test.
d. Verify condition of racking hardware connections, splices, etc.
e. Verify condition of inter-module array wiring for aging and corrosion.
f. Inspect visible random sampling of wiring connections.
g. Inspect visible conduit system.

Electrical Connection – Inverters & Combiner Box

a. Verify condition of inverters.
b. Note condition of all circuit boards and electrical components.
c. Check Voc & Isc of all strings (if required).
d. Verify that all manufacturer updates and service bulletins have been performed.
e. Coordinate inverter manufacturer service, if necessary.
f. Perform all electrical connection torque tests.
g. Inspect and clean heatsink, if applicable.
h. Inspect and clean inverter exhaust fan a vents.
i. Inspect and tighten connectors and lugs (inverter, transformer, disconnects).
j. Oil and lubricate disconnects.
k. Check all fuses for cleared fuse and replace any cleared fuses.
l. Verify condition of wire transition junction boxes for weatherproofing, corrosion, and security of internal wiring connections.
m. Verify condition of all DC and AC conduits and connections.
n. Verify interior and exterior condition of DC combiner box(es).

Data Acquisition System (DAS)

a. Clean all instrumentation and sensors and lubricate moving parts.
b. Inspect and tighten connections.
c. Check input signals.
d. Confirm that pyranometer/sensor is aligned with the plane of the PV array.
e. Log kWh readings from Inverters to meters, and compare data in a 24-hour increment to monitoring system to verify proper calibration of meters and monitoring system.
f. Check calibration of the weather station instruments, as necessary.

ENERGY REPORTING AND MANAGEMENT SERVICES

An energy specialist will provide the following services:

ENERGY MANAGMENT

Responsibility is to improve energy efficiency by evaluating our client's energy use and help craft energy policies, strategies, programs, and support energy measures.

- Evaluate the Client's energy use and offer assistance for energy saving policies, strategies, and programs.
- Quarterly utility bill analysis and energy monitoring report.
- Annual utility rate analysis for all electric service accounts to ensure and optimize utility cost.
- Work with Client staff to update existing lighting and mechanical HVAC controls systems settings including updating set points and holidays on thermostats/controls to increase and maintain savings.

QUARTERLY REPORT CREATION AND UPDATE

- Develop quarterly utility summary report in coordination with client's needs
- Update and deliver quarterly report to client with Energy Engineer review of trends, interval data usage, and anomalies.
- Develop and create an external accessible dashboard for communication with key stakeholders, staff, or customers about projects and performance.

ECAA ENERGY REPORTING SERVICES

- Complete documentation and reporting to the California Energy Commission (CEC) to meet California Energy Conservation Assistance Act (ECAA) project annual progress and final reporting requirements.
- SitelogIQ will use available methods developed by the CEC including program calculators and reporting forms for project energy savings to meet program requirements.

II. FISCAL IMPACT

The final proposed project has an estimated cost of $5,717,943 and will produce 1st year annual savings of approximately $347,470. Subsequent years will produce greater annual savings (Attachment B). In order to fund this project, it is proposed that the City work with SitelogIQ to apply for a 1% interest rate loan of $3,000,000 through the CEC ECAA Loan Program and the remaining $2,717,943 will be financed through a Tax-Exempt Municipal Lease (TEML). It is anticipated that the project will produce a net project savings over 30 years of approximately $11,392,405 if you assume an energy cost escalation rate of 4%. If the energy cost escalation rate ends up at 5% then the project

savings over 30 years increases by $3,774,493 to $15,166,898. Below is a summary of the costs and ultimate savings of the proposed project at the 4% escalation rate.

4% Energy Cost Escalation Rate

Project Savings	
Total ECAA Loan Payments	$3,277,160.81
Total TEML Payments	$3,710,080.00
Total Solar O&M	**$1,936,319.42**
Total Projecct Costs over 30 Years	**$8,923,560.23**
Project Savings	**$19,587,601.11**
Maintenance/Avoided Cost Savings	**$728,364.34**
Total Project Savings Over 30 Years	**$20,315,965.45**
Net Project Savings Over 30 Years	**$11,392,405.22**

5% Energy Cost Escalation Rate

Project Savings	
Total ECAA Loan Payments	$3,277,160.81
Total TEML Payments	$3,710,080.00
Total Solar O&M	**$1,936,319.42**
Total Projecct Costs over 30 Years	**$8,923,560.23**
Project Savings	**$23,362,093.68**
Maintenance/Avoided Cost Savings	**$728,364.34**
Total Project Savings Over 30 Years	**$24,090,458.02**
Net Project Savings Over 30 Years	**$15,166,897.79**

The installation of bi-polar ionization devices to improve air quality within City facilities will have a cost of $47,462. CARES Act funds will be used to pay for those improvements.

III. RECOMMENDATION

Staff recommends that the City Council approve a resolution approving the Facility Solutions Master Agreement and the Operations and Maintenance Agreement for the City of Oakdale/SitelogIQ Comprehensive Facility Solutions Program and Energy Conservation Project

IV. ATTACHMENTS

Attachment A: Resolution 2020-

Exhibit 1: Facility Solutions Master Agreement
Exhibit 2: Operations and Maintenance Agreement

Attachment B: Staff Report for Energy Efficiency Project 8-3-2020

IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA

CITY COUNCIL RESOLUTION 2020-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKDALE APPROVING THE FACILITY SOLUTIONS MASTER AGREEMENT AND OPERATIONS AND MAINTENANCE AGREEMENT FOR THE CITY OF OAKDALE/SITELOGIQ COMPREHENSIVE FACILITY SOLUTIONS PROGRAM AND ENGERY CONSERVATION PROJECT

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, the City Council for the City of Oakdale has reviewed and approved City of Oakdale/SitelogIQ Comprehensive Facility Solutions Program and Energy Conservation Project "Project", and

WHEREAS, the total cost of the project will be $5,765,405 with $5,717,943 being financed through an ECAA Loan of $3,000,000 and market debt financing of approximately $2,717,943 and $47,462 in CARES Act fund contributions, and

WHEREAS, it is anticipated that the project will produce a net project savings over 30 years of approximately $11,392,405 at an energy cost escalation rate of 4% or $15,166,898 with any energy cost escalation rate of 5%, and

4% Energy Cost Escalation Rate

Project Savings	
Total ECAA Loan Payments	$3,277,160.81
Total TEML Payments	$3,710,080.00
Total Solar O&M	**$1,936,319.42**
Total Projecct Costs over 30 Years	**$8,923,560.23**
Project Savings	**$19,587,601.11**
Maintenance/Avoided Cost Savings	**$728,364.34**
Total Project Savings Over 30 Years	**$20,315,965.45**
Net Project Savings Over 30 Years	**$11,392,405.22**

5% Energy Cost Escalation Rate

Project Savings	
Total ECAA Loan Payments	$3,277,160.81
Total TEML Payments	$3,710,080.00
Total Solar O&M	**$1,936,319.42**
Total Projecct Costs over 30 Years	**$8,923,560.23**
Project Savings	**$23,362,093.68**
Maintenance/Avoided Cost Savings	**$728,364.34**
Total Project Savings Over 30 Years	**$24,090,458.02**
Net Project Savings Over 30 Years	**$15,166,897.79**

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Oakdale approves the Facility Solutions Master Agreement (Exhibit 1) and the Operations and Maintenance Agreement (Exhibit 2) for the City of Oakdale/SitelogIQ Comprehensive Facility Solutions Program and Energy Conservation Project; and

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 21st DAY OF SEPTEMBER by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAINED: COUNCIL MEMBERS:

J.R. McCarty, Mayor

ATTEST:

Rouze Roberts, City Clerk

FACILITY SOLUTIONS MASTER AGREEMENT

by and between

City of Oakdale

and

Famand, Inc

(dba SitelogIQ)

1512 Silica Avenue

Sacramento, California, 95815

September 21, 2020

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Exhibit E	Insurance
Exhibit F	Certificate of Substantial / Final Completion and Acceptance
Exhibit G	Notice to Proceed

FACILITY SOLUTIONS AGREEMENT

This FACILITY SOLUTIONS AGREEMENT ("Agreement"), dated as of August ___, 2020, ("Effective Date"), is by and between City of Oakdale, a City organized and existing under the laws of the State of California ("City") and Famand, Inc. (dba SitelogIQ), a California corporation ("Contractor") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, City desires to reduce energy consumption and operational expenses through the installation of energy conservation and energy generation technologies ("System");

WHEREAS, California Government Code § 4217.10 et seq. authorizes Counties to enter into agreements, contracts and related documents with private sector entities for developing energy generation and conservation projects upon City's finding that the anticipated costs for such services provided under this Agreement, together with any financing costs, will be less than the anticipated marginal energy costs to City;

WHEREAS, City has assigned specific areas on City properties (each one, a "Site") on which the solar and energy conservation measures (each one, a "System") will be constructed;

WHEREAS, City desires to engage Contractor to install energy efficiency upgrades, design, supply and install selected and listed scope of work at each Site; and

WHEREAS, Contractor desires to provide such turnkey upgrades, design, supply and installation services, all in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor is a full-service energy services company with the technical and financial capabilities to provide services to the City, including, but not limited to, energy and energy system auditing, engineering, design, procurement, construction management, installation, construction, financing, training, monitoring and verification, maintenance, operation, and repair.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS.

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in **Exhibit A**; (b) the singular shall include the plural and vice versa; (c) the word "including" shall mean "including, without limitation," (d) references to "Sections" and "Exhibits" shall be to sections and exhibits of this Agreement; (e) the words "herein", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection; and (f) references to this Agreement shall include a reference to all attached Exhibits, as the same may be amended, modified, supplemented or replaced from time to time.

2. CONTRACTOR CERTIFICATIONS

This Agreement includes the following contractor certifications, the forms of which are attached in **Exhibit B**, which must be completed by Contractor prior to commencement of the work on the Systems:

i. Drug-Free Workplace / Tobacco-Free Environment Certification (**Exhibit B-1**)

ii. Non-collusion Declaration (**Exhibit B-2**)

3. GENERAL

3.1. Scope of Work

(a) Contractor shall furnish to City turnkey energy efficiency upgrades and the engineering, design, procurement, construction management, installation, construction, monitoring, and commissioning of energy generation systems (each one a "System") installed at various sites (collectively, the upgrades and Systems shall be referred to as the "Project").

(b) Operations and maintenance are not a part of this Agreement. City shall enter into a separate contract for operations and maintenance.

(c) Project will be executed by individual Work Orders for each Project that are independently executed and attached in **Exhibit C ("Work").**

(d) Work shall be performed in accordance with this Agreement, SitelogIQ's Energy Conservation Findings, and Exhibits attached hereto.

3.2. Contract Price

(a) Contract Price. Subject to adjustments and/or the issuance of additional of Work Orders as set forth in this Agreement, Contractor agrees to perform the Work for the price as defined in each Work Order ("Work Order Price") as detailed in **Exhibit C.** The total value of the Contract is the summation of the Work Order Prices, as updated from time to time ("Contract Price"):

(i) Payment of the Contract Price shall be made in compliance with the process described in **Exhibit C.**

3.3. Protective Measures.

(a) Contractor shall be responsible for all injury or damage to individuals or property that may occur as a result of its fault or negligence, or that of its Subcontractors, in connection with the performance of the Work, subject to the limitation of liability contained in Section 7.5.

(b) Contractor shall take all reasonably necessary precautions for the safety of its employees and any and all other individuals present on the Site where the System is located and prevent accidents or injury to individuals on, about, or adjacent to the premises where the Work is being performed.

(c) Contractor shall keep the relevant part of the Site where the System is located and surrounding areas free from accumulation of waste materials or rubbish caused by the Work, and at the end of each Day that the Contractor performs the Work, Contractor shall remove any debris, store such debris in containers at its sole expense, and leave the Site in a clean and orderly condition. Upon Final Completion, Contractor shall remove from the relevant part of the Site where the System is located all waste materials, rubbish, debris, debris containers, tools, Equipment, machinery and surplus materials from the Site and leave the Site in a clean and orderly condition.

3.4. Prevailing Wage.

(a) California Labor Code. Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including (without limitation) the payment of the general prevailing per diem wage rates for public work projects in excess of $1,000. In addition, Contractor and each Subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, commencing with Section 1720, and including Sections 1735, 1777.5 and 1777.6

forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or Subcontractor.

(b) Certified Payroll Records. This Project is subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Contractor and all subcontractors must furnish certified payroll records to the Department of Industrial Relations' Compliance Monitoring Unit at least monthly, or within ten (10) Business Days of any separate request by the Compliance Monitoring Unit, in the manner required by the Compliance Monitoring Unit.

(c) Payment Withholding. Pursuant to 8 CCR 16463(e), the City may withhold contract payments when payroll records are delinquent or inadequate or as required by the Labor Commissioner. The amount withheld shall be limited to those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate; provided that the Contractor shall be required in turn to cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency.

(d) Site Access.

(i) Contractor shall provide site access to Department of Industrial Relations personnel upon request.

(ii) Construction staging areas, storage areas, access, parking, Site use, etc. must be acceptable to City at all times. Site access and use will be limited. At no times shall public roads or sidewalks be blocked.

(iii) Driveways and Entrances: Contractor shall keep driveways, entrances, and fire access roads clear and available to City, City's employees, and emergency vehicles. Contractor shall not use these areas for parking or storage of materials.

(iv) Contractor shall schedule deliveries to minimize use of driveways and entrances.

(v) Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

(vi) Parking: Designated Contractor parking areas will be assigned. All vehicles should be locked as the City cannot guarantee observation of Contractor or public vehicles.

(vii) Contractor shall confine operations on the Site to areas indicated in the Contract Documents and as directed by City. Portions of the Site beyond areas on which Work is indicated are not to be disturbed. Contractor shall conform to Site rules and regulations affecting the Work while engaged in project construction.

(e) Prevailing Wage Notice. On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations, the Contractor shall post at appropriate, conspicuous, weatherproof points at the site the Notice of Projects Subject to Requirements of Subchapter provided in Title 8, section 16451(d) of the California Code of Regulations.

(f) Prevailing Rate Penalty. Contractor shall, as a penalty, forfeit not less than Two Hundred Dollars ($200.00) to the City for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. Pursuant to California Labor Code §1775, the difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

3.5. Site Conditions.

(a) Contractor has conducted a full and complete visual inspection of each Site, including (a) the readily apparent surface conditions of any areas where a System will be installed in or on the ground, including areas where utilities are located such as manhole covers, pull boxes, marked underground service areas, etc., (b) all staging, storage, delivery, and other areas necessary to perform the Work, (c) ingress to and egress from each Site for all supplies, personnel and Equipment, and (d) all as-built drawings, Site layout, easement and other documentation provided by City to Contractor, and (e). extent of the Work, locality, actual conditions,

as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto, and (f) has considered the physical conditions at or contiguous to the sites or otherwise that may affect the cost, progress, performance or furnishing of the Work, as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of Contract Documents.

(b) If any conditions exist, arise, or are discovered at the Sites that differ materially from those conditions that Contractor discovered or should have reasonably discovered based on the inspections set forth in this Section, including without limitation, conditions related to Hazardous Materials or archeological findings, soils conditions, ground water, rock, caving, or subsurface obstructions of which Contactor was not aware on the date of this Agreement or could not reasonably be expected to anticipate based on the inspection described above, and such conditions involve the incurrence by Contractor of any material expenses to correct or accommodate such conditions (hereinafter, "Unanticipated Condition"), Contractor shall submit a request for a Change Order to City. City and Contractor may mutually agree to modify the Work to offset the Change Order request to comply with City budget limits.

3.6. Labor.

Contractor shall be responsible for all Contractor labor-related delays or disruption of the progress of the Work. Contractor shall promptly take any and all reasonable steps that may be available in connection with the resolution of violations of collective bargaining agreements or labor jurisdictional disputes. Contractor shall advise City promptly in writing of any actual or threatened labor dispute of which Contractor has knowledge that might materially affect the performance of the Work by Contractor or by any of its Subcontractors. Notwithstanding the foregoing, (a) the settlement of strikes, walkouts, lockouts or other labor disputes shall be at the discretion of the Party having the difficulty, (b) a labor-related delay shall not give rise to a change in the Construction Schedule unless such delay constitutes a Force Majeure Event under paragraph (c) of the definition thereof, and (c) in no event will labor-related delays or difficulties give rise to additional payments to Contractor.

3.7. Insurance.

(a) Contractor and City, at their own expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than commencement of the Work at the Site and until Final Completion, all insurance coverage specified in Exhibit E.

(b) City and any lenders to the City shall be added as additional insureds under the commercial general liability, automobile liability and umbrella/ excess liability insurance procured and maintained by Contractor in connection with the Work. Contractor shall not add City or any lender as additional insureds under its worker's compensation insurance policy.

(c) Each Party shall furnish current certificates indicating that the insurance required under this Agreement is being maintained. Each Party's certificate shall contain a provision whereby the insurer agrees to give the other Party thirty (30) Calendar days (or ten (10) Calendar days in the event of failure to pay premiums) written notice before the insurance is cancelled.

3.8. Performance of the Work.

(a) Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. City will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.

A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to City for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and City.

Contractor agrees to bind every Subcontractor by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by City. Contractor agrees to be bound to the Subcontractor by all of the obligations that City assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.

(b) Contractor agrees to use, and agrees that it shall require each of its Subcontractors to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by Applicable Law or any Governmental Authority to enable such Persons to perform their Work involving any part of Contractor's obligations under this Agreement.

(c) Contractor agrees that all materials and Equipment to be supplied or used by Contractor or its Subcontractors in the performance of its obligations under this Agreement shall be new (if being incorporated into the System) or in good operating condition (if not being incorporated into the System) and fit for the use(s) for which they are employed by Contractor or its Subcontractors. Such materials and Equipment shall at all times be maintained, inspected and operated pursuant to Industry Standards and as required by Applicable Law. Contractor further agrees that all licenses, permits, registrations and certificates or other approvals required by Applicable Law or any Governmental Authority will be procured and maintained for such materials and Equipment at all times during the use of the same by Contractor or its Subcontractors in the performance of any of Contractor's obligations under this Agreement.

3.9. Hazardous Materials.

(a) Contractor hereby specifically agrees to indemnify, defend and hold City, their present and future Board members, administrators, employees, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:

(i) any release of a Hazardous Material brought on to the Site by Contractor, or any pre-existing Hazardous Materials that, through Contractor's sole negligence, are released or disturbed at the Site;

(ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Contractor; and

(iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Contractor.

(b) City hereby specifically agrees to indemnify, defend and hold Contractor, its present and future direct or indirect parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:

(i) any release of a Hazardous Material brought on to the Site by City, City Representative, or Third Party and any pre-existing Hazardous Material except pre-existing Hazardous Material released or disturbed at the Site through Contractor's negligence;

(ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by City or City Representative; and

(iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by City or City Representative.

3.10. Suspension of the Work.

(a) If Contractor does not receive payment of any undisputed invoices submitted in accordance with Section 4.2, Contractor shall have the right, upon not less than fifteen (15) Business days written notice, to suspend the Work under this Agreement. Contractor shall be entitled to compensation for all undisputed amounts under this Agreement. If City issues full payment of the undisputed invoice within fifteen (15) Business days of written notice of intention to suspend, the notice of intention to suspend shall have no further force or effect and Contractor shall continue to perform the services hereunder as if the notice of intention to suspend had not been given. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work

under this Section continues for more than two (2) months, Contractor shall be entitled to, at its sole discretion, terminate this Agreement.

(b) City may suspend the Work temporarily at its discretion. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3 continues for more than six (6) months, Contractor shall be entitled, at its sole discretion, to terminate this Agreement.

(c) In the event that the Work is totally or partially suspended, the Party that has caused the suspension (whether by reason of an act, omission or default) shall bear all the damages, costs and expenses caused by the suspension. If the suspension is not due to an act, omission or default of any of the Parties, and such delay falls under the definition of an Excusable Delay, then the deadlines of this Agreement will be extended for the same period of the suspension, or for such other period that the Parties deem reasonable in view of the circumstances, and City shall assume any costs arising under the effects of the suspension on the obligations of the Parties under this Agreement. Notwithstanding the occurrence or continuation of any Force Majeure Event, the provisions of this Section shall apply.

(d) After the resumption of the performance of the Work, Contractor shall, after due notice to City, examine the Work affected by the suspension. Contractor shall make good any defect, deterioration or loss of the construction or the Work affected that may have occurred during the suspension period. Costs properly incurred by Contractor (including but not limited to demobilization and mobilization costs, insurance fees, and repair cost) shall be added to the Work Order Price, so long as the suspension did not arise due to any act, omission or default on the part of Contractor.

3.11. Taxes.

The Work Order Price includes (and Contractor assumes exclusive liability for and shall pay before delinquency) all federal, state or local sales, use, value added, excise and other taxes, charges or contributions imposed on, or with respect to all Equipment and Contractor's services contemplated by this Agreement, provided that City shall pay and

have exclusive liability with respect to any taxes payable with respect to City's income. Contractor shall hold harmless, indemnify and defend City, together with any and all its governing board, administrators, agents and employees from any liability, penalty, interest and expense by reason of Contractor's failure to pay such taxes, charges or contributions. Contractor and City shall cooperate with each other to minimize the tax liability of both Parties to the extent legally permissible.

3.12. Liens.

Contractor warrants good title, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, to all Equipment and other items furnished by it or any of its Subcontractors that become part of the System to the extent payment therefore has been received by Contractor from City.

3.13. Compliance with Applicable Laws.

(a) Contractor specifically agrees that it shall at all times fully comply with Applicable Laws and that it shall perform the Work in accordance with the Applicable Laws.

3.14. Energy Credits.

City recognizes that the designer/contractor under this project may be eligible for a tax deduction for energy efficient commercial buildings under §179D of the Internal Revenue Code. City agrees and recognize that Contractor will be the designer of this project for purposes of the §179D deduction. City shall cooperate with Contractor in completing the paperwork and certifications necessary to allow Contractor to claim any §179D or other energy efficient commercial buildings tax deduction" provided credits cannot be used by or benefit City. Performance & Payment Bonds.

Contractor shall submit a Performance Bond and Labor and Payment Bond in accordance with City requirements.

3.15. Title; Risk of Loss.

(a) From Effective Date and until the date of Substantial Completion for the Work subject to the applicable Work Order, Contractor assumes risk of loss and full responsibility for the cost of replacing or repairing any damage to the System and all damages to and defects in materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor for permanent installation in or for use during construction of the System.

(b) City shall bear the risk of loss and full responsibility with respect of the System from and after the date of Substantial Completion of the Work subject to the Work Order.

(c) Notwithstanding anything herein to the contrary, City shall bear the risk of loss and full responsibility for the cost of replacing or repairing any damage to that portion of the System applicable to the Work Order and all materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor or City for permanent installation in or for use during construction of the System to the extent caused by the negligent, grossly negligent or willful acts of City or its agents, employees or representatives.

(d) Title to all materials, Equipment, supplies and maintenance equipment required by this Agreement, to be purchased by Contractor for permanent installation as part of the System or for ownership by City in the operation of that portion of the System subject to the particular Work Order shall pass to the City upon the achievement of Substantial Completion of the Work required by that Work Order.

4. PRICE AND PAYMENT

4.1. Contract Price.

(a) The Work Order Price is lump sum fixed price for the scope proposed and includes all expenses to be incurred by Contractor including, but not limited to, equipment and materials, erection, construction, commissioning, inclusive of cost of travel and lodging expenses, applicable permits (other than the City Permits), services, supplies, labor, appurtenances, fees, charges, and taxes, related to Contractor's performance of its obligations under this Agreement.

(b) Any Changes to the System or Work above and beyond code requirements and Industry Standards requested by the City shall be resolved through a Change Order to this Agreement.

(c) If applicable and approved by City, any additional Work not otherwise specified in Exhibit C shall be resolved through a Change Order to this Agreement. City and Contractor may mutually agree to reduce portions of the Work to offset the Change Order request to comply with City budget limits.

(d) The Work Order Price shall only be changed by Change Order approved by Contractor and City.

4.2. Payment.

(a) City shall pay to Contractor the progress payments set forth in Exhibit C when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.

(b) City shall pay one hundred percent (100%) of each progress payment.

(c) Payments of invoices for California Energy Commission ("CEC") funded Work Orders shall be made within ten (10) Business days after receiving payment from the CEC. Notwithstanding the immediately preceding sentence, payments for all other Work Orders shall be made by City within ten (10) Business days of receipt of the Contractor invoices. Invoices shall include any partial Lien releases and any other supporting documentation that City may reasonably request. City shall notify Contractor of any missing documentation within five (5) Business Days of receipt of invoice.

(d) The following minimum content will be contained in, or delivered together with, any payment request from Contractor to City:

(i) Contractor address, phone number, and fax

(ii) Contractor invoice number and date

(iii) Project Site address(es)

(iv) Description of completed milestones since the immediately preceding payment request

(v) Total invoice amount

(vi) "Remit to" details (for wire transfer)

(vii) Lien waivers from major Subcontractors (>5% of Work Order Price)

(viii) Signature of authorized representative of Contractor, certifying as to the accuracy of the payment request.

(e) Overdue payment obligations of City hereunder shall bear interest from the date due until the date paid at a rate per annum equal to the rate

published by the *Wall Street Journal* as the "prime rate" on the date on which such interest begins to accrue plus two percent (2%).City shall allow Contractor to submit the CEC reimbursement documents to the CEC within ten (10) Business days after City's receipt of Contractor's invoice. If the CEC delays payment to City for longer than thirty (30) Business days, or modifies the requirements for reimbursement, Parties shall negotiate in good faith to develop a solution that is acceptable to all Parties.

(f) City may withhold or, on account of subsequently discovered evidence, nullify and require repayment of the whole or part of any payment to the extent necessary to protect City from loss, including costs and actual attorneys' fees, on account of (1) any breach of this Agreement by Contractor; (2) claims filed or reasonable evidence indicating probable filing of claims; (3) failure of Contractor to make payments properly to its Subcontractors or for material, labor or fringe benefits; (4) a reasonable doubt that the Work to be completed as a condition to a payment has properly been completed; (5) penalties assessed against City for failure of Contractor to comply with state, federal or local laws and regulations; or (6) any other ground for withholding payment allowed by state or federal law, or as otherwise provided in this Agreement. When the above matters are rectified, such amounts as then due and owing shall be paid or credited to Contractor.

(g) Contractor shall be entitled to a reasonable increase in the Contract Price where the cost to Contractor for any raw-material or component (including without limitation, solar panels, tracking equipment, inverters, lighting and mechanical system components or any other equipment necessary to complete the work required by this Agreement) increases greater than two percent (2%) after the date of this Agreement. Contractor shall also be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to re-procure, costs to change suppliers, costs of manufactured equipment or system components, or other costs of any kind resulting from the changes. Should an increase arise; parties shall negotiate in good faith to develop a solution to pay for the increase and/or a fair or equitable reduction in scope to cover such increase.

(h) For any non-Contractor caused delay or suspension lasting longer than 180 Calendar days, Contractor shall be entitled to a reasonable increase in the Contract Price for an increase in cost for materials, equipment, labor, taxes, tariffs, or other items necessary to complete the work. Should an increase arise; a fair and equitable solution will be negotiated

in good faith between the City and Contractor for any additional costs required.

5. COMMENCEMENT & COMPLETION

5.1. Commencement and Substantial Completion.

(a) Contractor shall perform the Work as soon as practicable following the receipt of City Notice to Proceed.

(b) City shall provide access to the sites to complete the Work.

(c) The Contractor shall achieve Substantial Completion as set forth in Work Order. Contractor may claim a justified extension of the Substantial Completion Date if it is or will be delayed in completing the Work for one or more of the following causes:

(i) Unanticipated Conditions which directly affect the Project Milestones;

(ii) Changes in the design, scope, or schedule of the Project required by the City;

(iii) Breach of this Agreement by City;

(iv) Suspension of the Work for more than 180 Calendar Days; or

(v) Force Majeure Event.

(d) The following are conditions precedent to Substantial Completion:

(i) the System is mechanically, electrically, and structurally constructed in accordance with the requirements of this Agreement, the Work and Industry Standards, except for non-critical punchlist items that do not affect operations;

(ii) the electrical infrastructure and the grid connection for the System is mechanically, electrically and functionally complete and capable of interconnection with the local utility;

(iii) City and Contractor shall have agreed on the punchlist items. For clarity purposes, the punchlist shall include final as-built drawings, operation and maintenance manuals, operation and maintenance training, permission to operate by local utility, Performance Test, and final lien waivers; and

(iv) all necessary documents have been submitted to the local public utility and all Work has been completed to the extent necessary for the local utility to issue a permission to operate.

(e) When Contractor believes it has achieved Substantial Completion, Contractor shall provide notice to City containing sufficient detail to enable City to determine that Contractor has complied fully with the requirements of Section 5.1(d). Within ten (10) Business days after receipt of such notice, City shall either issue to Contractor the Certificate of Substantial Completion in a form similar to Exhibit F, or, if reasonable cause exists for doing so, advise Contractor by notice (stating the reasons therefore) that Substantial Completion has not been achieved. In the event City determines that Substantial Completion has not been achieved in accordance with the conditions precedent in Section 5.1(d), Contractor shall promptly take such action or perform such Work as is required to achieve Substantial Completion and shall thereupon issue to City another notice as set forth above. This procedure shall be repeated until such time as City has acknowledged Substantial Completion subject to Section 5.1(f).

(f) All punchlist items shall be completed no later than sixty (60) Business Days after Substantial Completion Date unless otherwise delayed by the local utility. Failure of Contractor to fulfill this obligation shall entitle City to complete the pending works on its own. City shall issue final payment to Contractor minus the cost to complete remaining or incomplete punchlist items.

(g) Any dispute between City and Contractor with respect to the projected achievement of Substantial Completion as contemplated by this Section 5.1 shall be resolved in accordance with Section 8.5.

5.2. Final Completion.

(a) Final Completion of the System shall be deemed to have occurred only if:

(i) all punchlist items contemplated in Section 5.1(d)(iii) have been completed or waived;

(ii) all manuals, drawings and other documents expressly required to be delivered by Contractor hereunder have been delivered to City;

(iii) on-site operation and maintenance training as required has occurred;

(iv) all final Lien waivers have been obtained;

(v) a Certificate of Final Completion in a form similar to Exhibit F is duly signed and recorded by City's Representative and the Contractor's Representative; and

(vi) local utility has provided a permission to operate.

(b) Upon Final Completion, Contractor shall submit to City a Certificate of Final Completion in a form similar to Exhibit F certifying that all of the foregoing conditions have been satisfied. City shall, within ten (10) Business Days after the receipt by City of such written certificate, shall execute an acknowledgment of such certificate if Contractor has achieved Final Completion or provide written notice of Contractor's failure to achieve Final Completion. Contractor shall promptly take such action or perform such Work as is required to achieve Final Completion and shall thereupon issue to City another notice as set forth above. This procedure shall be repeated until such time as City has acknowledged Final Completion .

(c) Any dispute between City and Contractor with respect to the projected achievement of Final Completion as contemplated by this Section 5.2 shall be resolved in accordance with Section 8.5.

5.3. Inspection.

All Work performed by Contractor and all Equipment shall be subject to inspection by City, but such right of inspection of the Work or Equipment shall not relieve Contractor of responsibility for the proper performance of the Work or Equipment to the extent provided under this Agreement. Contractor shall provide to City or City's designee access to Contractor's facility or facilities where the Work is being performed during business hours, and subject to compliance with Site safety rules and policies. City shall ensure that the inspections do not affect the normal performance of this Agreement unless Work is not in compliance with this Agreement.

6. REPRESENTATIONS & WARRANTIES

6.1. Representations and Warranties of Contractor.

Contractor represents and warrants to City that:

(a) Contractor is a California corporation, duly organized, validly existing, and in good standing under the laws of the State of California, and has full

power to engage in the business it presently conducts and contemplates conducting, and is and will be duly licensed or qualified and in good standing under the laws of the State of California and in each other jurisdiction wherein the nature of the business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder.

(b) Contractor has (either directly or through a Subcontractor) all the required authority, ability, skills, experience and capacity necessary to perform and shall diligently perform the Work in a timely and professional manner, utilizing sound procurement principles, project management procedures, construction procedures and supervisory procedures, all in accordance with Industry Standards. Contractor has (either directly or through a Subcontractor) the experience and skills necessary to determine, and Contractor has reasonably determined, that Contractor can perform the Work for the Work Order Price.

(c) The execution, delivery and performance by Contractor of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof to any lien other than as contemplated or permitted by this Agreement.

(d) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to Contractor's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Contractor or in any impairment of its ability to perform its obligations under this Agreement.

(e) All goods, services, equipment, parts, and materials furnished in connection with the Work related to the System are new, unused and undamaged at the time of delivery to the Site.

(f) The individual executing this Agreement on behalf of Contractor is duly authorized to execute and deliver this Agreement on behalf of Contractor and this Agreement is binding upon Contractor in accordance with its terms.

(g) Contractor Not Employee of City: It is understood and agreed that in no instance is any party, signing this Contract for or on behalf of City or acting

as an employee or representative of City, liable on this Contract, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of City is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

(h) Non-Discrimination: Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

(i) Severability: The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

(k) RETENTION OF RECORDS. Pursuant to Government Code Section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of City or as part of any audit of City for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

6.2. Representations and Warranties of City.

City represents and warrants to Contractor that:

(a) City is a California City, duly organized, validly existing, and in good standing under the laws of the State of California, and has full legal capacity and standing to pursue its purpose (including the capacity to dispose of and encumber all of its assets) and full power to engage in the business it presently conducts and contemplates conducting.

(b) The execution, delivery and performance by City of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the

System or any component part thereof or the Site or any portion thereof to any lien other than as contemplated or permitted by this Agreement.

(c) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to City's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of City or in any impairment of its ability to perform its obligations under this Agreement.

(d) City will exercise commercially reasonable efforts to procure funding for the Project within three-hundred and sixty-five (365) Calendar days of the Effective Date.

(e) City has proof of funds, to the satisfaction of the Contractor, that are necessary from time to time to pay Contractor the Work Order Price in accordance with the terms of this Agreement.

(f) The individual executing this Agreement on behalf of City is duly authorized to execute and deliver this Agreement on behalf of City and this Agreement is binding upon City in accordance with its terms.

7. BREACH & TERMINATION

7.1. Termination by City for Cause.

(a) Contractor agrees that City shall be entitled to terminate this Agreement for cause upon the occurrence of any of the following circumstances:

(i) Except as otherwise permitted under this Agreement, Contractor abandons the entire Work for more than ninety (90) Calendar days or fails to commence the Work within one-hundred and eighty (180) Calendar days after receiving the Notice to Proceed, and after expiration of said period fails to commence or continue performance of the Work within ten (10) Business days of Contractor's written notice from City to commence or continue performance of the Work;

(ii) Contractor commits a material breach of this Agreement, and Contractor does not commence the cure of said breach and thereafter diligent pursuant to completion the cure of said breach, within thirty (30) Calendar days following Contractor's receipt of written notice thereof from City, or

(iii) Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.

(b) Upon the occurrence of any of the foregoing, City may instruct Contractor to discontinue all or any part of the Work, and Contractor shall thereupon discontinue the Work of such parts thereof. City shall thereupon have the right to continue and complete the Work or any part thereof, by contract or otherwise. City shall also pay Contractor for all services rendered up to and including the date of termination; plus all costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to Subcontractors arising from costs or expenses reasonably incurred by such Subcontractor and directly resulting from such termination; plus, if applicable, costs incurred by Contractor in demobilizing its work force from Site; plus all engineering and development cost incurred by Contractor prior to the Effective Date.

7.2. Termination by City for Convenience.

(a) Contractor agrees that City shall be entitled to terminate this Agreement for Convenience upon the occurrence of any of the following circumstances:

(i) Upon exercising commercially reasonable efforts, City shall be entitled to terminate this Agreement if it is unable to procure funding for the Project within three-hundred and sixty-five (365) Calendar days of the Effective Date.

(ii) If any covenant, condition or restriction upon the Site prohibits the installation of the System at the Site, City has the right to terminate this Agreement.

(iii) For unanticipated site conditions that are beyond the contemplation of the parties that create any additional costs to City.

(b) Upon the occurrence of any of the foregoing, City may instruct Contractor to discontinue all or any part of the Work, and Contractor shall thereupon discontinue the Work of such parts thereof. City shall also pay Contractor for all services rendered up to and including the date of termination; plus

all costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to Subcontractors arising from costs or expenses reasonably incurred by such Subcontractor and directly resulting from such termination; plus, if applicable, costs incurred by Contractor in demobilizing its work force from Site; plus all engineering and development cost incurred by Contractor prior to the Effective Date.

7.3. Termination by Contractor.

(a) Contractor may terminate this Agreement, for any of the following causes:

(i) If City makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.

(ii) If City fails to make any payment to Contractor hereunder when due and defined in Section 4, which failure remains uncured for thirty (30) Calendar days following City's receipt of written notice thereof from Contractor, the City shall be in breach and Contractor shall have all rights and remedies that may be available under Applicable Law against City with respect thereto, including without limitation the right to suspend performance of the Work or terminate this Agreement as set forth in this Agreement.

(iii) City shall reimburse Contractor for all services rendered up to and including the date of termination; plus all costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to Subcontractors arising from costs or expenses reasonably incurred by such Subcontractor and directly resulting from such termination; plus, if applicable, costs incurred by Contractor in demobilizing its work force from Site; plus all engineering and development cost incurred by Contractor prior to the Effective Date.

7.4. Indemnity.

(a) Contractor shall indemnify, defend (upon the request of City) and hold harmless City and City's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of City Counsel and counsel retained by City, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with the performance of this Contract by Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, except where caused by the sole negligence, active negligence or willful misconduct of City. Without limiting the generality of the foregoing, the same shall include injury, or death to any person or persons, damage to any property, regardless of where located, including the property of City, and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Contract on behalf of Contractor by any person or entity. Notwithstanding the foregoing, the indemnification obligations of Contractor set forth in this Section shall not apply when the claim of infringement arises from a particular design, process or product of a particular manufacturer or manufacturers that Contractor is directed by City to use in connection with the Contract Documents, unless the Contractor has reason to believe there is an infringement of such intellectual property right.

(b) City shall fully indemnify, save harmless and defend Contractor and its successors, assigns, officers, directors, members, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of Contractor or Subcontractors) arising from or relating to this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of City or its agents or employees or others under City's control or (b) a breach by City of its obligations hereunder.

(c) City shall indemnify, defend and hold Contractor and its present and future direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives harmless from against any and all claims, actions, suits, proceedings,

losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from the challenge to the procedures under which this Agreement was approved by the City.

(d) Each Party shall indemnify, defend and hold the other Party, and its present and future governing board members, administrators, direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives harmless from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from (a) actual or alleged infringement or misappropriation by such Party (or in the case of Contractor, any Subcontractor) of any patent, copyright, trade secret, trademark, service mark, trade name, or other intellectual property right in connection with the System, including without limitation, any deliverable, (b) such Party's (and in the case of Contractor, any Subcontractor's) violation of any third-party license to use intellectual property in connection with the Work, including, without limitation, any deliverable.

(e) If any claim is brought against a Party (the "Indemnified Party") that gives rise to a potential indemnity claim under this Section, then the Indemnified Party shall give written notice of said claim to the other Party (the "Indemnifying Party"). Upon receipt of written notice of the claim, the Indemnifying Party shall be entitled to participate in, and, unless in the opinion of counsel for the Indemnifying Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party. Where the Indemnifying Party has elected not to assume the defense of a claim that gives rise to a potential indemnity claim under this Section, the Indemnifying Party shall reimburse the Indemnified Party for its reasonable and necessary defense expenses to the extent said claim is adjudged to be covered under the indemnity obligations. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder.

7.5. Limitations of Liability.

(f) No Consequential Damages. IN NO CIRCUMSTANCES SHALL THE CONTRACTOR OR CITY OR ANY OF THEIR RESPECTIVE OFFICERS,

MEMBERS OR EMPLOYEES BE LIABLE FOR PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR REVENUES OR THE LOSS OF USE OF SUCH PROFITS OR REVENUE, LOSS BY REASON OF PLANT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY, COSTS OF REPLACEMENT POWER OR CAPITAL, DEBT SERVICE FEES OR PENALTIES, INVENTORY OR USE CHARGES, DAMAGES TO REPUTATION, DAMAGES FOR LOST OPPORTUNITIES, REGARDLESS OF WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON PARTIES' LIABILITY FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN THIS SECTION SHALL NOT APPLY TO THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT FOR SUCH DAMAGES WHEN SUCH DAMAGES ARE SOUGHT BY THIRD PARTIES.

(g) Maximum Liability. Whether an action or claim is based on warranty, contract, tort or otherwise, under no circumstance shall (i) City's total liability arising out of or related to this Agreement exceed one-hundred percent (100%) of the Contract Price. Similarly, whether an action or claim is based on warranty, contract, tort or otherwise, under no circumstance shall Contractor's total liability arising out of or related to this Agreement exceed one hundred percent (100%) of the Contract Price.

8. MISCELLANEOUS

8.1. Representatives.

(a) City Representative. City designates, and Contractor agrees to accept _____, as City Representative for all matters relating to Contractor's performance of the Work. The actions taken by City Representative regarding such performance shall be deemed the acts of City and shall be fully binding for City. City may, upon written notice to Contractor, pursuant to Section 8.6 hereof, change the designated City Representative.

(b) Contractor Representative. Contractor designates, and City agrees to accept, Kecia Davison as Contractor Representative for all matters relating to Contractor's performance under this Agreement. The actions taken by Contractor Representative shall be deemed the acts of Contractor and shall be fully binding for Contractor. Contractor may, upon written approval of City, such approval shall not be unreasonably

approved pursuant to Section 8.6 hereof, change the designated Contractor Representative.

(c) Power of Representatives. The Parties shall vest their Representatives with sufficient powers to enable them to assume the obligations and exercise the rights of Contractor or City, as applicable, under this Agreement.

(d) Notices to Representative. Notwithstanding Sections 8.1(a) and 8.1(b), all amendments, Change Orders, notices and other communications between Contractor and City contemplated herein shall be delivered in writing and otherwise in accordance with Section 8.6.

8.2. Ownership of Plans, Data, Reports and Material.

(a) Subject to Sections 8.2(b), Contract Documents developed by Contractor under this Agreement shall become the property of City when prepared and shall be delivered to City upon completion of the Work; provided that nothing in the foregoing shall impair, alter or otherwise affect Contractor's proprietary rights in its patents, products or other intellectual property.

(b) Any additional inventions or intellectual property created during performance of this Agreement shall be owned by Contractor.

(c) Contractor further agrees to grant and hereby grants to City an revocable, non-exclusive, royalty-free license under all patents, copyrights and other proprietary information of Contractor related to the Work now or hereafter owned or controlled by Contractor to the extent reasonably necessary for the operation, maintenance or repair of the System or any subsystem or component thereof designed, specified, or constructed by Contractor under this Agreement. No other license in such patents and proprietary information is granted pursuant to this Agreement.

8.3. Governing Law.

The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any Dispute that is not resolved pursuant to Section 8.5, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Sacramento County, California and shall comply with all requirements necessary to give such court jurisdiction.

8.4. Force Majeure.

Contractor shall promptly notify City in writing of any delay or anticipated delay in Contractor's performance of this Agreement due to a Force Majeure Event, and the reason for and anticipated length of the delay. Contractor shall deliver such notice as soon as reasonably practicable, but in any event within forty-eight (48) hours of Contractor's becoming aware of such delay. Contractor shall be excused for any delays or defaults in the performance of its obligations under this Agreement that are the result of a Force Majeure Event. Contractor shall be entitled to a reasonable extension of time for delays due to a Force Majeure Event.

8.5. Dispute Resolution.

(a) Good faith negotiations. In the event that any question, dispute, difference or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), which either Party has notified to the other, senior management personnel from both Contractor and City shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) Calendar days following one Party's written request to the other Party for such a meeting.

(b) Technical Dispute. Technical Disputes shall be resolved by an independent expert. For the purposes of this Agreement, a "Technical Dispute" shall mean a Dispute regarding whether the System conforms to the Industry Standards and applicable Building Codes, whether the relevant part of the Site where the System is located meets the required Site characteristics, and any other Disputes of a technical or engineering nature. All Technical Disputes shall be resolved on an accelerated basis by a nationally recognized professional expert unless otherwise agreed in writing by Contractor and City. Parties will share equally in the cost of the independent expert engaged to resolve Technical Disputes.

(c) Non-Binding Mediation. If the Dispute remains unresolved, a Party may require that a non-binding mediation take place with a mediator mutually chosen by City and Contractor. If City and Contractor are unable to agree on a mediator, then either may request that the American Arbitration Association (the "AAA") to appoint a mediator. The mediator's fee and expenses shall be paid one-half by City, and one-half by Contractor. In any such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three hours with mediator. The obligation to mediate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution

by mediation of the actual Dispute; (ii) actions to collect payments not subject to bona fide Dispute; or (iii) claims involving third parties who have not agreed to participate in the mediation of the Dispute. The provisions of this Section shall survive any termination of this Agreement.

(a) Attorneys' Fees. The prevailing Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other Party.

8.6. Notices and Demands.

Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing (a) the same day if personally delivered; (b) three (3) Business days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (c) the same day if sent by facsimile or electronic mail with confirmation. Mailed notices, facsimile notices or electronic notices shall be addressed as follows to:

City:

Name:
Attention:
Address:

Phone:

Email:

With a copy to: City Counsel

Name:
Attention:
Address:
Phone:
Email

Contractor:

Name: Famand Inc., dba SitelogIQ
Attention: Kecia Davison, Vice President, Sales
Address: 1512 Silica Avenue
Sacramento, CA 95815
Phone: (714) 290-4075

E-mail: kecia.davison@sitelogiq.com

8.7. Public Records Act Disclosure.

Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. City shall provide Contractor five (5) Business days written notice if City intends to disclose any information which Contractor has identified as trade secret, and provide Contractor ten (10) Business days to take steps to oppose such disclosure.

8.8. Time of Essence.

Time is expressly agreed to be of the essence of this Agreement and each, every and all of the terms, conditions and provisions herein.

8.9. Validity.

The provisions contained in each section, subsection and clause of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. The Parties shall, if necessary, negotiate in good faith and make any necessary amendments to ensure the enforceable terms of this Agreement reflect the true intent of the Parties as of the date of execution of this Agreement.

8.10. Binding Effect.

This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs and assigns.

8.11. Modifications.

No oral or written amendment or modification of this Agreement by any administrator, Board member, officer, agent or employee of Contractor or City, either before or after execution of this Agreement, shall be of any force or effect unless such amendment or

modification is in writing and is signed by any duly authorized representative of both Parties to be bound thereby.

8.12. Headings.

The headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

8.13. Counterparts; Signature Pages.

This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.

8.14. Announcements and Publications.

Contractor shall coordinate with City with respect to, and provide advance copies to City for review of, the text of any proposed announcements or publications that include any non-public information concerning the Work prior to the dissemination thereof to the public or to any Person other than Subcontractors or advisors of Contractor, in each case, who agree to keep such information confidential. If City delivers written notice to Contractor rejecting any such proposed announcement or publication within ten (10) Business Days after receiving such advance copies, the Contractor shall not make such public announcement or publication; provided, however, that Contractor may disseminate or release such information in response to requirements of Governmental Authority.

8.15. Complete Agreement.

This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. No oral agreement or conversation with any officer or employee of either Party or any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except by written amendment signed on behalf of the City and Contractor by their duly authorized representatives. Any purported oral amendment to the Agreement shall have no effect.

8.16. No Agency.

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or

authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

8.17. Priority of Documents.

In the event of conflicting provisions between any of the Contract Documents, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment); second, this Agreement; third, Work Order in Exhibit C, and fourth, the other Contract Documents.

8.18. Assignment.

No Party shall be entitled to assign or subcontract this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which shall not be unreasonably withheld, provided that Contractor may subcontract that portion of the Work to Subcontractors. Notwithstanding the foregoing, (i) without the consent of the Contractor, City shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Contractor) to any lenders by way of security for the performance of obligations to such lenders; (ii) without consent of the City, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement in connection with a merger or acquisition of Contractor; and (iii) without consent of City, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement to an Affiliate of the Contractor.

8.19. No Waiver.

Either Party's failure to enforce any provision of this Agreement of the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date set forth above.

City of Oakdale,
a City organized and existing under the laws of the State of California

By: _____
Name:
Title:

Famand, Inc.,
a California corporation, (dba) SitelogIQ

By: _____
Name: Kecia Davison
Title: Vice President, Sales
Contractor's License #: 646794

EXHIBIT A
DEFINITIONS

"Affiliate" of a specified Person means any Person that directly or indirectly through one or more intermediaries' controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term "control" of a specified Person including, with correlative meanings, the terms, "controlled by" and "under common control with," means (a) the ownership, directly or indirectly, of 50% or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" shall have the meaning set forth in the preamble.

"Applicable Law" shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

"Applicable Permits" means those permits identified as the responsibility of Contractor as determined in Exhibit C.

"Authority Having Jurisdiction (AHJ)" means those local, state, or federal entities having regulatory authority over a specific aspect of the Project, such as building officials, Department of State Architecture, and fire departments.

"Business Day" means Mondays to Fridays, except such days on which banks are permitted or required to close in California.

"Certificate of Substantial Completion" shall mean a document in similar form to Exhibit F.

"Certificate of Final Completion" shall mean a document in similar form to Exhibit F.

"Change" shall means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, suspension, or other modification that effects a change in the scope of the Work. An "Unanticipated Condition" as defined in Section 3.5 hereof, experienced by Contractor during the course of the Work is included within the definition of "Change".

"Change Order" shall mean a written document signed by City and Contractor to adjust the Work Order Price or Construction Schedule as a result of a Change issued after execution of this Agreement.

"Commencement of Work" shall mean the commencement of Work for each Work Order.

"Construction Schedule" shall mean the schedule for implementation of the Work as determined by the Contractor to meet the Project Milestones as set forth on Exhibit C.

"Construction Documents" shall mean construction documents prepared by Contractor and approved by City.

"Contract Documents" shall mean this Agreement and Exhibits hereto, and drawings, specifications, plans, calculations, models and designs that are part of this Agreement and the Construction Documents prepared by Contractor and approved by City.

"Contractor" shall have the meaning set forth in the preamble.

"Contractor Representative" shall mean the individual designated by the Contractor in accordance with Section 8.1(b).

"Day" means calendar day unless it is specified that it means a "Business Day".

"Dispute" shall have the meaning set forth in Section 8.5(a).

"City" shall have the meaning set forth in the Preamble to this Agreement.

"City Permits" means those permits identified as the responsibility of City in Exhibit C.

"City's Representative" shall mean the individual designated by City in accordance with Section 8.1(a).

"Dollar" and "$" shall mean the lawful currency of the United States of America.

"Effective Date" shall mean the date first set forth in the preamble.

"Environmental Attributes" means all environmental and other attributes that differentiate the System or the energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the System or the compliance of the System or the energy output with the law, rules and standards of the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator or any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes and Reporting Rights.

"Environmental Incentives" means all rights, credits (including tax credits), grants, rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or

named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Environmental Attributes of the System on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site. Without limiting the forgoing, "Environmental Incentives" includes green tags, renewable energy credits, grants, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentive programs offered by the State of California and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the system on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site.

"Equipment" shall mean (a) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required for prudent design, construction or operation of the System in accordance with Industry Standards and (b) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto described in, required by, reasonably inferable from or incidental to the Work or the Contract Documents.

"Excusable Delay" shall mean a Delay outside of Contractor's control that prevents Contractor from achieving the Commercial Operation Date for any System in accordance with the Project Schedule, and to the extent that such Delay adversely affects the Work such that the performance of the Work is prevented or delayed, Contractor shall be entitled to an adjustment in the Construction Schedule and deadlines of this Agreement. For purposes of this Agreement, an Excusable Delay shall include any of the following events:

(a) an act or failure to act of, or other delay caused by, or negligence of, City or its agents or employees;

(b) changes in the design, scope or schedule of the Project unilaterally required by the City;

(c) the suspension of Work in whole or in part by City;

(d) labor disputes, fire, vandalism, delay in manufacturing and deliveries;

(e) adverse weather conditions not reasonably anticipated and in excess of 150% of the normal weather (*e.g.,* rain, snow, sleet) for the local geographic area for the past ten (10) years as measured in a given month;

(f) unforeseen conditions at any Site, including discovery or existence of Hazardous Substances;

(g) the occurrence of a Force Majeure, or other unavoidable casualties or other causes beyond Contractor's control;

(h) the failure to obtain any Utility Interconnection Agreement, permission to operate, Applicable Permit, CEQA/NEPA approval or approval of a Governmental Authority or delays caused by changes and/or modifications to the Scope of Work as required by any Governmental Authority having jurisdiction over the Project;

(i) any equipment or material delays caused by suppliers or vendors;

(j) adverse changes to regulatory requirements;

(k) any breach of this Agreement or the Utility Interconnection Agreement or any information provided to the Contractor by City or Utility is inaccurate or incomplete; or

(l) any other cause outside Contractor's control after Contractor's best efforts to mitigate that delay, to the extent that Contractor is able to mitigate such delay, provided that a failure to perform of Contractor's subcontractors' shall not be an Excusable Delay, unless such subcontractors are unable to perform the Work as a result of any of the events described in this definition of "Excusable Delay".

"Facility" shall mean any and all properties of the City upon which the System shall be constructed or to which the System shall be connected, including land, buildings, structures, equipment, and electrical tie-in points.

"Final Completion" shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.2.

"Force Majeure Event" shall mean, when used in connection with the performance of a Party's obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is reasonably unforeseeable, or being reasonably foreseeable, reasonably unavoidable (including by taking prudent protective and preventative measures) and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, any of the following shall be considered a Force Majeure Event:

a. war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;

b. acts of God, including but not limited to, unusually severe storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, winds in excess of ninety (90) miles per hour, drought, and objects striking the earth from space (such as meteorites) sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of FACILITY and equipment relating to the performance by the affected Party of its obligations under this Agreement;

c. strikes, walkouts, lockouts or similar industrial or labor actions or disputes, in each case of a regional or national nature;

d. changes in Applicable Law after the Effective Date that materially impact a Party's ability to perform under this Agreement; and

e. acts of any Governmental Authority that materially restrict or limit Contractor's access to the Site.

f. plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions.

g. explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current

"Governmental Authority" shall mean any national, autonomic, regional, province, town, City, or municipal government, or other administrative, regulatory or judicial body of any of the foregoing.

"Hazardous Material" shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyl's ("PCBs"), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now listed, defined or regulated in any manner by any federal, state or Applicable Law.

"Indemnified Party" shall have the meaning set forth in Section 7.4.

"Indemnifying Party" shall have the meaning set forth in Section 7.4.

"Industry Standards" shall mean those standards of care and diligence normally practiced by a majority of engineering, construction and installation firms in performing services of a similar nature in jurisdictions in which the Work will be performed and in accordance with good construction practices, Applicable Permits, and other standards established for such Work.

"Manufacturer Warranty" shall have the meaning set forth in Exhibit C.

"Notice to Proceed Date" shall mean the date that City has granted Contractor the Notice to Proceed for the Work.

"Party" shall mean, individually, each of the parties to this Agreement.

"Performance Tests" means, the tests of the System, as more particularly described in Exhibit C.

"Person" shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

"Project" shall mean the entirety of Work to be performed by Contractor pursuant to the terms and conditions of the Work and any Change Orders.

"Representatives" shall mean the Contractor Representative and the City Representative and each may individually be referred to as a "Representative".

"Rock" is defined as limestone, sandstone, granite or similar rocks in solid beds or masses in original or stratified position which can be removed only by continuous drilling, blasting or the use of pneumatic tools, and all boulders of 1 cubic yard in volume or larger. Material which can be loosened with a pick, frozen materials, soft laminated shale and hardpan, which for convenience or economy is loosened by drilling, blasting, wedging or the use of pneumatic tools, shall not be classified as "Rock".

"City" shall have the meaning set forth in preamble.

"Site" shall have the meaning set forth in the first recital, and is more fully described in Exhibit C. An individual Site shall mean any area of a property owned by the City upon which a System is constructed.

"Solar Plant" shall mean that portion of the System only related to converting solar radiation into electricity and explicitly excludes all energy conservation technologies.

"Subcontractor" shall mean any Person, other than Contractor and Suppliers, retained by Contractor to perform any portion of the Work (including any Subcontractor of any tier) in furtherance of Contractor's obligations under this Agreement.

"Substantial Completion" shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.1(d).

"Substantial Completion Date" shall mean the actual date on which the Substantial Completion of the System, as defined in Section 5.1(d), has occurred.

"Suppliers" shall mean those Equipment suppliers with which Contractor contracts to build the System.

"System" shall have the meaning ascribed in the Recitals to this Agreement.

"Technical Dispute" shall have the meaning set forth in Section 8.5(b).

"Third Party" shall have the meaning of any persons or entity not affiliated with Contractor or City.

"Unanticipated Condition" shall have the meaning set forth in Section 3.5.

"Work" shall mean all obligations, duties, and responsibilities assigned to or undertaken by Contractor and described in Exhibit C with respect to the System.

"Work Order" shall mean the assigned Work for each Site as described in Exhibit C.

"Work Order Price" shall mean the amount for performing the Work that is payable to Contractor as set forth in Section 3.2, as the same may be modified from time to time in accordance with the terms hereof, and as described in Exhibit C.

EXHIBIT B

CERTIFICATIONS

Exhibit B-1 Drug-Free Workplace / Tobacco-Free Environment Certification

Exhibit B-2 Non-Collusion Declaration

DRUG-FREE WORKPLACE / TOBACCO-FREE ENVIRONMENT CERTIFICATION
(EXHIBIT B-1)

Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The City of Oakdale is not a "state agency" as defined in the applicable section(s) of the Government Code, but the City of Oakdale is a local agency and City under California law and requires all contractors on City of Oakdale projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

2 Establishing a drug-free awareness program to inform employees about all of the following:

a. The dangers of drug abuse in the workplace.
b. The person's or organization's policy of maintaining a drug-free workplace.
c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
d. The penalties that may be imposed upon employees for drug abuse violations.

3 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I understand that if the City of Oakdale determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In addition, and pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and City of Oakdale Board Policies, all City of Oakdale sites, including the Sites, are tobacco-free environments. Smoking and the use of tobacco

products by all persons is prohibited on or in City of Oakdale property. City of Oakdale Property includes Cunty buildings, grounds, owned vehicles and vehicles owned by others while on City of Oakdale property. I acknowledge that I am aware of the City of Oakdale's policy regarding tobacco-free environments and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Sites.

Date:

Proper Name of Contractor: Famand, Inc. (dba SitelogIQ)

Signature: _____

Print Name: Kecia Davison

NONCOLLUSION DECLARATION
(EXHIBIT B-2)

(Public Contract Code § 7106)

The undersigned declares:

I am the Vice President of Famand Inc. dba SitelogIQ, the party making the foregoing Contract.

The Contract is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Contract is genuine and not collusive or sham. Contractor has not directly or indirectly induced or solicited any other entity to put in a false or sham bid or proposal. Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any other designer/builder or anyone else to put in a sham bid or proposal, or to refrain from proposing. Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Contract Price of Contractor or any other entity, or to fix any overhead, profit, or cost element of the Contract Price, or of that of any other entity. All statements contained in the Contract are true. Contractor has not, directly or indirectly, submitted his or her Contract Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, governing agency, or to any member or agent thereof, to effectuate a collusive or sham bid or proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Contractor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of Contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

.

Date:

Proper Name of Contractor: Famand, Inc. (dba SitelogIQ)

Signature: _____

Print Name: Kecia Davison

EXHIBIT C
WORK ORDERS

Work Order #1: California Energy Commission ECAA Loan Scope of Work: PV Renewable Energy System Installation

Work Order #2: Traditional Financing Scope of Work: Energy Conservation Work Including Lighting, HVAC, PV, and USES Power Conditioning Devices Installation

Work Order #3: CARE's Act Scope of Work: Engineered Infection Prevention and Indoor Air Quality Measures

WORK ORDER #1
California Energy Commission ECAA Loan Scope of Work:
PV Renewable Energy System Installation

PROJECT SCOPE OF WORK INDEX

Section 1 General Scope of Work
Section 2 Proposed Project Installation Timeline & Coordination
Section 3 Fixed Price Amount
Section 4 Progress Payment Schedule
Section 5 Terms and Conditions

1.0 General Scope of Work

The scope of work for the new systems include engineering, permitting, procurement, construction, and commissioning, supervision, materials and supplies, labor, tools, construction equipment and machinery, utilities and transportation for the proper execution and completion of a fully integrated and operational System, unless otherwise excluded in the sections below. Contractor shall perform, supervise and direct the Work in accordance with Industry Standards, Applicable Law and Project Milestone dates.

1.1 Solar System Summary

The solar PV systems installations will be installed as illustrated in the Site Layout Plans provided in Section 1.14. Any changes to the location, size, or orientation shall constitute a Change Order. In summary, the solar PV systems will include the following:

1. City Hall, Police Department, and Chamber Hall solar installation will include one (1) electricity grid-connected carport structure photovoltaic system with a total rated approximate capacity of 134.9 kW-DC-STC. Proposed PV layout is based on "Demolition & Improvement Plan for City Hall Parking Lot" dated July 2018. All scope and work shown on the "Demolition & Improvement Plan for City Hall Parking Lot" dated July 2018 is the responsibility of the City including parking upgrades, tree removal, ADA stalls, path of travel, and compliance is specifically excluded under this Agreement. Contractor shall coordinate the final placement of the structures, as needed after completion of the survey and geotechnical assessment, with the City and general contractor responsible for the parking lot remodel.

2. Gene Bianchi Community Center solar installation will include one (1) electricity grid-connected roof mounted photovoltaic system with a total rated approximate capacity of 41.04 kW-DC-STC.

3. Gladys Lemmons Senior Center solar installation will include one (1) electricity grid-connected roof mounted photovoltaic system with a total rated approximate capacity of 31.16 kW-DC-STC.

4. Wastewater Treatment Plant (Meter 319021) solar installation will include one (1) electricity grid-connected ground mounted single axis tracker photovoltaic system with a total rated approximate capacity of 633.71 kW-DC-STC. No additional fencing will be provided

In general, the PV Systems will consist of the following:

a. PV modules
b. PV module support structure or trackers
c. Inverter(s)
d. System electrical protection
e. Electrical disconnects
f. Switchgear
g. Control and monitoring systems
h. Computer Monitoring for system information installed in main office (Customer to provide internet access)
i. Outdoor rated equipment enclosures
j. Cables, wires, jumpers, connectors, system grounding and associated trenching and/or boring
k. Equipment foundations
l. Lighting (Under Carport Only)
m. Signage

1.2 Engineering Design Services

The Contractor shall be responsible for detailed design and operational coordination of equipment and materials installed for the System. The Contractor shall conform to Industry Standard and Applicable Law. The following design services shall be provided by the Contractor:

A. Civil Engineering design, including the preparation of the following:
   - Site Plan
   - Geotechnical Report (if required)
B. Structural Engineering Design, including:
   - Foundations and other structural concrete
   - PV module support structural design
   - Structural design calculations, as required
C. Mechanical Systems design, as required.
D. Electrical Systems design, including:

- PV modules
- Inverter
- DC combiners, disconnects, fuses, and wiring
- AC breakers and disconnects
- Revenue metering
- Enclosures, conduit, and wiring
- Communications and control systems as described herein
- Other electrical systems included in the scope of work

1.3 Permits

Contractor shall obtain and shall file on a timely basis any documents required to obtain Applicable Permits except those permits that are the responsibility of the Customer ("Customer Permits"). Customer shall obtain, and shall file on a timely basis, any documents required to obtain all such Customer Permits. Customer shall pay for all taxes, fees, and costs required to obtain all Permits.

Applicable Permits include:

- Fire Marshall
- General Construction and Building Permits

Customer Permits include:

- CEQA (Categorical Exemption certified by the Customer is assumed for this project)
- Easements required to complete the work.
- All other permits required for construction of the System, except for Applicable Permits

1.4 Procurement

Contractor shall procure all materials and equipment included in the scope of work for the installation of a complete System under this Work Order with the exception of PV modules and inverters. These items will be procured under Work Order #1 as part of this Agreement.

1.5 Construction Services

The following services shall be provided by the Contractor as part of the general construction activities:

A. Civil construction, including surveying, clearing, grubbing, excavation, trenching, and backfill
B. Structural construction, including foundations, concrete work, grouting, anchors, erection of PV racks, shade structures, and other support structures
C. Mechanical construction (if required)

D. Electrical construction, including PV modules, combiners, inverter, disconnects, wiring, breakers, metering, control and monitoring systems, telecom systems, and lighting systems as required for a complete System
E. Safety services, including on-site safety equipment, personnel training, and safety monitoring of construction activities
F. Support services, including Contractor's trailers, shaded worker rest areas, restroom facilities, and security
G. Coordination with Customer's staff for site access, laydown, and storage with minimal interference with building operations
H. Operator training services
I. Restoration of landscape and hardscape to pre-construction condition, or in accordance with new design, as needed
J. Construction inspections, material verification, and testing as required
K. Lawful Disposal of refuse, spoils, chemicals, and waste materials associated with construction activities
L. Testing and start-up services for electrical and control systems included in the scope of work. Testing shall include pre-operational functional tests, equipment calibration, and insulation resistance tests. All necessary test equipment and instrumentation will be provided.
M. Miscellaneous consumable materials required to erect the System
N. Coordination with Customer's Staff and Representatives, including Inspector of Record ("IOR") for all inspections and submittals.

1.6 Documentation Submittals

Contractor will prepare and submit designs, drawings, and specifications to the Customer for review and approval. Customer shall review the documents and provide any comments in writing to Contractor within ten (10) Business Days after receipt of such documents (the "Design Review Period"). Contractor will proceed with the assumption that Customer has approved the documents if no comments are received within ten (10) Business Days. Any comments provided by Customer after ten (10) Business Days that result in re-work shall constitute a Change Order. Customer shall consolidate all comments for each review cycle such that Contractor does not receive comments in separate submittals at different times from various Customer personnel. Any re-work as a result of receiving comments in separate submittals shall constitute a Change Order. To the extent consistent with Applicable Law and Industry Standards, Contractor will incorporate Customer comments into the final designs, drawings, and specifications (the "Construction Documents"), as applicable. Contractor shall submit such revised documents to Customer for additional Design Review Periods, which shall not extend longer than ten (10)

Business Days, until Customer approves such revised documents subject to the terms of the Agreement.

The following list is not all inclusive but defines the Contract Documents that are required to be submitted by the Contractor for review and approval by the Customer.

A. Facility drawing with Project improvements drawn to scale (Site Plan)
B. Electrical design package including:
    - Single Line AC and DC diagrams
    - Communication, Monitoring and Control schematics
    - Electrical Circuit and Conduit schedule
    - Electrical Equipment installation plans
    - Lighting plan, if required
    - Placard schedule
    - Equipment data sheets
C. Structural Calculations package including:
    - Ground structural elements for ground-mount systems
    - Equipment foundations and enclosures
D. System energy production calculations and software model based on Site Plan
E. Approved Applicable Permits
F. Geotechnical report including Project applicable soil properties (if required)
G. Project Schedule
H. Environment, Health and Safety Plan
I. System Manual with specifications, startup, commissioning and testing procedures for relevant equipment.
J. System Operation and Maintenance manual (O&M plan)
K. As-Builts (Record Drawings)
L. Professional Engineer Wet Stamps and signatures on final design documents:
    - Electrical Design package
    - Structural Calculation package
M. Interconnection Agreement with Local Utility
N. Documentation for Rate Change with Local Utility

1.7 Workmanship Warranty

Commencing on the Final Completion Date and for a period of one (1) year thereafter, Contractor warrants that the Systems will be free from defects ("Workmanship Warranty"). If a System has a defect, and Customer provides written notification of said defect within the one (1) year workmanship warranty period, Contractor will, at its option, either repair or replace the portion of the System that is defective at no cost to Customer within forty-five (45) Business days of

notification. The Workmanship Warranty shall not apply to the extent such defect is caused by any of the following:

(b) Alterations or repairs made to the supporting structure of any System or associated wiring and parts without Contractor's prior written approval;

(c) Failure of a System to perform caused by legislative, administrative, or executive regulation, order or requisition of the government, local utility or public utilities commission, or any state, provincial or municipal government or official;

(d) Use of a System beyond the scope contemplated in its operating manuals or technical specifications;

(e) Damage to a System not caused directly or indirectly by Contractor or its subcontractors under any agreement between Contractor and Customer;

(f) Force Majeure Events;

(g) A change in usage of that portion of the Site on which the System is located which may affect building or site permits and related requirements, without the written approval of Contractor, or a change in ownership of building or property and the new owner has not signed an assumption agreement of the terms and conditions herein,

(h) Any defect of deficiency to the extent the same results from a specific written direction from the Customer if, prior to implementing such written direction, Contractor advised Customer that Customer's written direction would so affect the warranty provided by Contractor hereunder.

1.8 Manufacturer Warranties

Contractor shall procure and assign to Customer warranties from the equipment manufacturers (the "Manufacturer Warranty") to the extent said equipment is purchased and provided for the Solar Plant by Contractor. Solar energy equipment included in the scope of work for electricity generation (PV modules, inverters) shall have a minimum ten (10) year manufacturer performance warranty to protect against degradation of electrical generation output of more than 15% from their originally rated electrical output. Except as expressly provided in this Agreement, Contractor's obligations under this warranty do not apply to any defects whatsoever in the equipment purchased and provided by Contractor for the Solar Plant, provided Contractor has procured and assigned to Customer the Manufacturer Warranty of such equipment. Contractor makes no representation or warranty, and Customer shall seek no recourse from Contractor, regarding the Manufacturer Warranties, including, without limitation, any degradation in electrical generation output of the PV modules.

Contractor shall require that Manufacturers provide the following warranties:

a. Inverters shall have a ten (10) year standard Manufacturer Warranty.

b. PV modules shall have the following standard Manufacturer Warranties:

i. Five (5) year material and workmanship warranty;

ii. Ten (10) year power output warranty at ninety percent (90%) of rated nominal power output; and

iii. Thirty (30) year power output warranty at eighty percent (80%) of rated nominal power output.

c. Meters shall have a one (1) year standard Manufacturer Warranty.

1.9 Performance Test

The Contractor is responsible for conducting the Performance Test of the complete System, including PV modules, inverters, metering, controls, and accessories. The Contractor shall provide all test equipment and special instrumentation required for the tests.

The Contractor shall operate the System during the Performance Tests. Customer shall be entitled to be present during any Performance Test.

Upon completion of any Performance Test, Contractor shall submit promptly the relevant certificate containing the results of such Performance Test to Customer's Representative as soon as practicable, but in any event within five (5) Business Days. Customer's Representative shall promptly review such certificate and the results set forth therein and shall determine whether the Performance Test has been successfully completed within five (5) Business Days following receipt of such certificate.

If the System fails to satisfy any Performance Test, Customer's Representative shall execute the certificate including the Performance Test that failed. Contractor shall repeat the Performance Test one or several times before Final Completion of the System. Contractor shall take all corrective actions so that the System may successfully complete the Performance Tests, without prejudice to Customer's rights and remedies in accordance with this Agreement.

The Performance Test is the ability of the System to demonstrate Actual System Power Output is consistent with the Nameplate Rated Capacity during the test period commencing immediately after Substantial Completion and permission has been provided by the local utility.

The following additional definitions apply to the System Performance Test:

- "Actual System Power Output" means the AC kilowatt hour output of the System measured at the revenue meter at the Site adjusted for Standard Test Conditions, ancillary loads, System losses, and ambient conditions.
- "Nameplate Rated Capacity" means the total Nameplate Rated Capacity (kW-DC-STC) as calculated by adding the PV module nameplate ratings at Standard Test Conditions (STC) of the PV modules in the System.
- "Standard Test Conditions (STC)" are defined as the following:
    - Irradiance in the plane of the array (average module tilt angle and orientation of the System) of 1,000 W/m^2.

- 25°C module cell operating temperature as measured at the back surface or cell of the module.
- Air Mass (AM) of 1.5.

- "Test Period" means a qualified period of time following Substantial Completion during which the Actual System Power Output and ambient conditions are measured and recorded. The Test Period shall consist of at least five (5) valid Calendar days. A day is considered valid if a wide distribution of data is collected over the range of insolation values from 200 to 1000 W/m². Each day shall have an adequate number (320 minimum) of valid data points in both the morning and afternoon.
- A successful test will demonstrate that the Actual System Power Output equals or exceeds ***ninety-five percent (95%)*** of the Nameplate Rated Capacity. If the Actual System Power Output does not meet this criteria, the Contractor shall investigate the System for defects, make any necessary corrections, and retest the System to achieve a successful Performance Test.

Actual System Power Output generated has been estimated based on the actual utility rates & billing structure at this time. Minor changes or modifications to the utility rate structure may positively or negatively affect financial benefits. Utility billing structure is out of Contractor's control.

1.10 Project Closeout

a. Contractor shall deliver to Customer an owner's manual, operator's manual and as-built drawings for the System no later than ninety (90) Calendar days after Substantial Completion occurs. For the avoidance of doubt, the as-built drawings shall be included in the punchlist items.

b. At Customer's request, Contractor shall provide Customer's personnel with no less than one (1) full Day of detailed and complete on-site operation training with respect to the System. Customer's personnel shall have the qualifications necessary to perform their activities and will be hired by Customer or its Affiliate. Contractor shall provide Customer reasonable assistance in soliciting and obtaining any subsidies, rebates or incentives that may be available from any Governmental Authority pursuant to or in connection with the purchase or operation of the System or otherwise. Contractor makes no representation nor warranty to Customer as to the availability or amount of any such subsidies, rebates or incentives.

1.11 Customer Responsibilities

Contractor shall not be obligated to perform any work or activity beyond the scope of the work and its other obligations under this Agreement. In particular, the following shall not be included in the Scope of Work and therefore shall be performed by Customer:

a. The Customer shall furnish, to the extent not already provided to Contractor: (a) all surveys or other information in Customer's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Site; (b) any prior environmental review documentation and all known information in Customer's possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Materials, in or around the general area of the Site where the Work will be performed; (c) all relevant information in Customer's possession, including any structural or other relevant as-built drawings and photographs, of prior construction undertaken in the general area where the Work will be performed; (d) title reports less than one (1) year in age; and (e) any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Site essential to the execution of the Work.
b. Customer shall provide continuous access to the Site to perform the Work according to the Construction Schedule;
c. Customer shall make water source available at the Site for construction water;
d. Customer shall obtain the Customer Permits;
e. Customer shall be responsible for hiring and paying for a Division of State Architect certified Inspector of Record;
f. Customer shall select its own personnel so that it is present at the date of Substantial Completion;
g. Customer shall pay for and provide communication access for system monitoring;
h. Customer shall pay for all taxes, fees, and costs required to obtain all Permits;
i. Customer shall provide access to, and allow Contractor the use of, water lines, sewer lines, storm water lines, power lines, fuel lines, telephone and communication lines, pipelines, and drainage ditches; and
j. Customer shall be responsible for operating the System from and after Substantial Completion.

1.12 General Clarifications & Qualifications to Scope of Work

a. Work Order Price assumes one (1) review cycle by Customer of the equipment layout drawings, one (1) review cycle by Customer of final design documentation, and one (1) final set of as-built drawings delivered to Customer in electronic format and hard copy.
b. Schedule and Work Order Price assumes Customer will review and provide comments on drawings within 10 Business days.
c. Work Order Price is based on code approved conduit and wiring methods. All conduit expected to be direct buried.

d. Work Order Price assumes that the Contractor will not encounter any Rock during trenching and excavating.
e. Work Order Price assumes that the Contractor will not encounter any ground water during trenching and excavating.
f. Wiring from PV panels to combiners is USE cable and not placed in raceways.
g. Grounding as required by NEC.
h. AC and DC wiring to be aluminum where possible.
i. Work Order Price is based on the COMEX and The Steel Index (TSI) material pricing as of the Effective Date. Increases to COMEX and The Steel Index (TSI) may result in an increase in the Contract Price per Section 4.2(g)
j. Work Order Price is based on site parking being available to all Contractor and Subcontractor employees.
k. Work Order Price is based on straight time Monday to Friday (no holidays) work week, 40 hours per week between 6:00 AM and 6:00 PM.
l. Work Order Price and schedule assumes that Customer will receive all necessary easements within 45 Business days after the Effective Date.
m. Work Order Scope assumes there are no existing encumbrances or easements on the site.
n. Work Order Price and Schedule assumes that the Customer has closed all previous construction projects with the Division of State Architecture that may cause a delay in the approval of this Project.

1.13 Solar Scope of Work Exclusions

The Solar Work excludes the following:

a. Plumbing, Fire Sprinklers, Fire and Life Safety equipment and its components.
b. Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code.
c. Any and all systems and structure defects repairs/replacements as a result of pre-existing condition.
d. Upgrade of the existing site electrical service capacity.
e. Any upgrades to existing parking lots, sidewalks, etc. unless otherwise included in scope.
f. Structural upgrades and/or shoring of existing rooftops to support solar PV.
g. Drill hole casing, water mitigation, or Rock drilling.
h. Concrete encasement of underground conduit.
i. Hazardous material abatement and/or removal of any kind.
j. Plan Check Fees.

k. Inspector of Record fees.
l. Storm Water Pollution Prevention Plan (SWPPP).
m. Americans with Disabilities Act (ADA) improvements including curb cutting, truncated dome installation, repainting, restriping, or installation of new signs other than what is required for installation of the PV systems or otherwise provided in the scope of work.
n. California Solar Initiative (CSI) Incentive application fees.
o. Tree Mitigation Costs.
p. String level monitoring.
q. Relocation and modification of underground utilities.
r. Premium time (except for utility tie-in).
s. Field painting – lot striping, conduit painting, etc. above and beyond any items altered during construction or otherwise specified in the scope of work.
t. Asphalt (fog, coating, and striping)
u. Operation and Maintenance services.
v. Other Fees (plan check, utility permits, parking, etc.).
w. Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
x. Any items not specified in this scope.

The Contractor will notify the Customer of any excluded work or repairs which are necessary to the function of the Work as soon as the Contractor becomes aware of such, and before proceeding with related work.

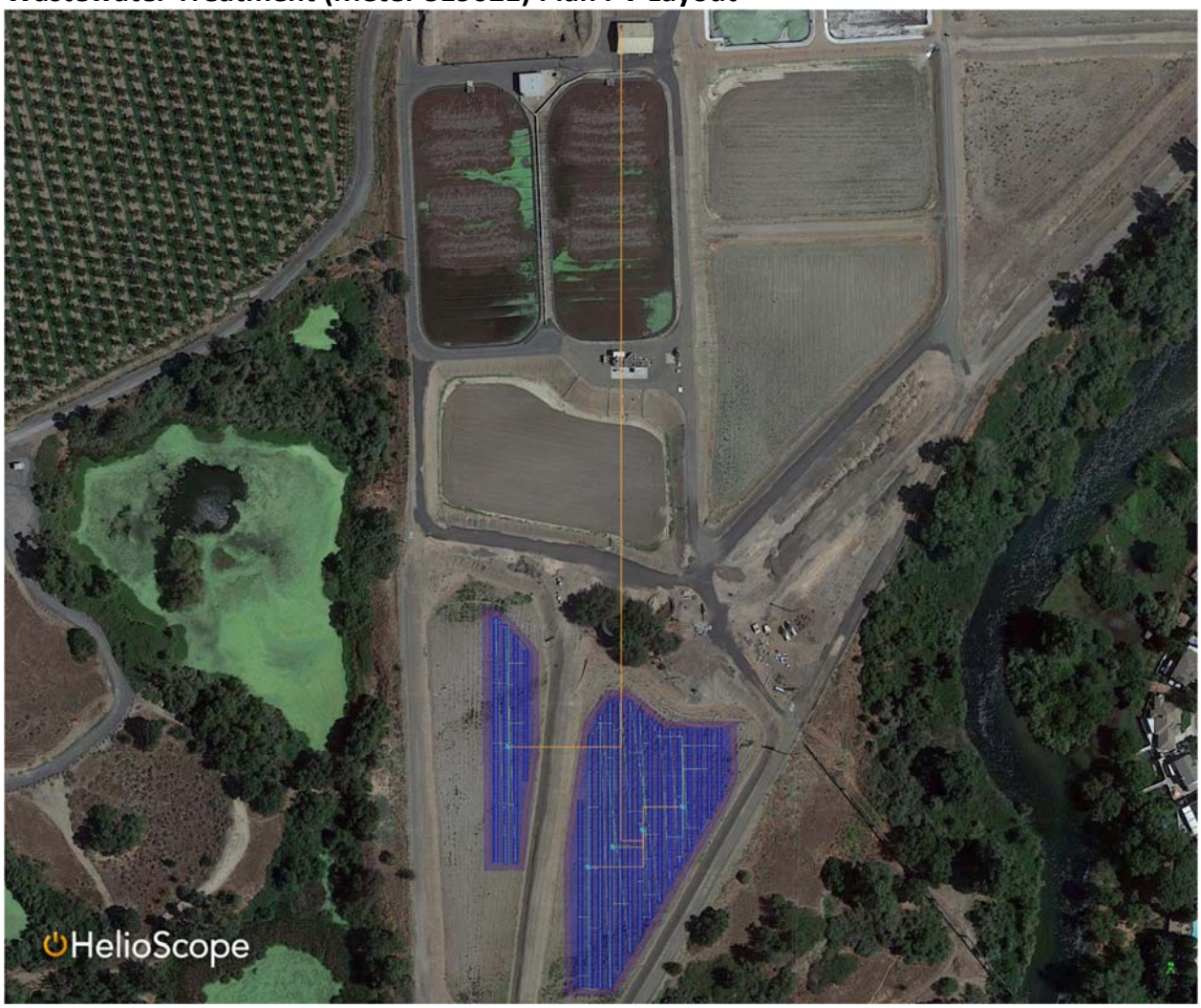
1.14 Site Plans

City Hall, Police Department, Chamber Hall PV Layout

Gene Bianchi Community Center PV Layout

Gladys Lemmons Senior Center PV Layout

Wastewater Treatment (Meter 319021) Plan PV Layout



2.0 PROPOSED PROJECT INSTALLATION TIMELINE & COORDINATION

This project will require extensive scheduling and coordination to ensure the efficient implementation of the Work shown herein. Contractor will provide retrofit services in Phases. Each construction Phase will include a complete PV system retrofit at a given building or site listed above.

The Customer shall provide safe access to the buildings and provide the necessary security for staff safety during the rigging and equipment handling process. During the retrofit services, areas of the building designated by Contractor may need to be vacated to ensure the safety of the occupants. It will be the Customer's responsibility to temporarily relocate staff or occupants to other buildings and/or, if needed, provide temporary facilities for the duration of the given phase of each project.

In order to minimize the disruption of Customer's operation, coordination and scheduling items shall include but are not limited to multiple trips to the job site, multiple equipment riggings, temporary relocation of the tenants (staff), etc. Contractor will work with the Customer to develop a detailed project schedule. Once the project schedule is confirmed, Contractor will provide the Customer with a Schedule of Values and a progress payment schedule, which corresponds to the project schedule. The installation of mechanical systems will start upon executing this Agreement and ordering and obtaining necessary equipment, parts and materials needed for installation, as listed in the scope of work. It is anticipated the construction phase of this project would be performed starting November 2020 and completed by November 2021.

Customer and its representatives shall coordinate all the project activities with Contractor's Project Manager only.

2.1 WORK ORDER MILESTONES

Estimated Work Order Milestone Schedule	
Milestone	**Milestone Date**
Notice to Proceed	TBD
Construction Mobilization	Notice to Proceed + 8 weeks
Substantial Completion	Notice to Proceed + 40 weeks
Final Completion	Notice to Proceed + 52 weeks

Contractor shall be given a day-for-day slip in the Work Order Milestone Schedule for a delay in the Funding Date beyond the date shown above.

3.0 FIXED PRICE AMOUNT

The fixed price not to exceed amount for the Work Order is: **$ 3,000,000.00**

4.0 PROGRESS PAYMENT SCHEDULE

Within **thirty (30)** calendar days from issuance of Notice to Proceed and prior to the Contractor's application for the second progress payment, Contractor shall submit a detailed breakdown of its Contract Price by scheduled Work items and/or activities, including coordination responsibilities and Project Record Document responsibilities. This breakdown shall be referred to as the Schedule of Values. Contractor shall furnish the Schedule of Values of the total Contract Price, by assigning dollar values (cost estimates) to each applicable Master Project Schedule network activity, which cumulative sum equals the total Contract Price.

Contractor shall submit to City **an invoice for** the portion of the Work put in place Such requests for progress payments shall be based upon the Schedule of Values prices of all labor and materials incorporated in the Work less the aggregate of previous payments for Contractor's actual progress measured; and the City's receipt of California Energy Commission (CEC) payment. **No progress payment shall be made to Contractor until after the City has received payment from CEC.**

Payment requests shall include, but are not necessarily limited to, the following:

a. Material, equipment and labor incorporated into the Work, less any previous payments for the same;

b. Certified payrolls of Contractor and its Subcontractors that bring the employer current as of the time of billing, demonstrating that they have paid the specified general prevailing rate of per diem wages to employees for the proper craft performing portions of the Work that are the subject of the payment request. City or its authorized representative may monitor wage rates and payment of prevailing wages by interviewing workers on the job site.

c. Contractor is responsible for submitting on behalf of the City pay request to CEC and provide copies of such documentation to City.

Progress Payments Schedule	
Payment Milestone	**% of Total Task Order Price**

Notice to Proceed	10%
Equipment Deposit	20%
Progress Payments	50%
Substantial Completion	10%
Final Completion	10%

5.0 TERMS AND CONDITIONS

Unless otherwise stated, this Work Order shall be completed within the terms of the Facilities Solution Master Agreement executed on _____ between Famand Inc. dba SitelogIQ, and the City.

[Signatures to follow]

IN WITNESS, WHEREOF, the Parties hereto have duly executed and delivered this Work Order as of the date set forth below.

Famand, Inc (dba SitelogIQ)
a California Corporation

By: _____ Date: _____

Name: Kecia Davison
Title: Vice President, Sales

City of Oakdale,
a California City

By: _____ Date: _____

Name:
Title:

WORK ORDER #2Traditional Financing Scope of Work: Energy Conservation Work Including Lighting, HVAC, PV, and USES Power Conditioning Devices Installation

PROJECT SCOPE OF WORK INDEX

Section 1 Basis of Energy Engineering
Section 2 Lighting Scope of Work
Section 3 HVAC Scope of Work
Section 4 Solar Plant Scope of Work (not covered in Work Order #1)
Section 5 USES / Powershaver Scope of work
Section 6 Proposed Project Installation Timeline & Coordination
Section 7 Fixed Price Amount
Section 8 Progress Payment Schedule
Section 9 Terms and Conditions

1.0 BASIS OF ENERGY ENGINEERING

Forecasted energy savings are the difference between the pre- and post-retrofit period consumption for the equipment included in the scope of Work. The pre-retrofit (or Baseline) data for this project covers the period from December 2018 through November 2019. The Baseline data takes into consideration the quantity of facilities and size; 2019/2020 building operational schedules; occupancy factors and utilization; utility usage, costs and utility rates along with the available average ASHRAE weather files for the closest weather station. Except weather files, this data has been obtained from the Customer.

Since Contractor does not control/follow the building operations on a day-by-day basis, it is virtually impossible to track the energy consumption and savings from utility bills due to many dynamic factors that are out of the Contractor's control. These factors (permanent or temporary) include, but are not limited to: weather changes; changes in the use of any facility and number of occupants (including, but not limited to, staff); changes to the hours of operation of any facility; changes to the control system scheduling; changes or modifications to the equipment or services provided under this Agreement; changes in utility suppliers, method of utility billing, number of days in the billing cycle, utility rates or method of utility purchasing; improper maintenance of the equipment or of any energy-consuming equipment; changes to the equipment or to any facility required by changes to building codes; additions or deletions of energy-consuming equipment; personal portable heaters; refrigerators and vending machines and/or additions or deletions of any facilities (i.e. portable buildings), etc.

Therefore, engineering calculations approach is based on a measure-by-measure (ECM-by-ECM) basis and is to be derived by comparing the specific value of physical parameters after the installation to its value prior to the installations. For example: lighting systems retrofit (see below) will result in lower wattage consumption than Baseline scenario. This measure is not affected by weather changes, HVAC or other unrelated equipment energy consumption that are

reflected in the utility bills. Below are some key characteristics and features of the measure-by-measure energy saving calculations method:

- It calculates savings based on Customer inputs, field measurements, and agreed upon assumptions and stipulations.
- It does not involve utility bill comparisons; however, utility bills may be analyzed to identify energy consuming trends and correlations.
- It is structured so that the individual measure's savings, as described in Scope of Work, shall not be affected by unrelated building modifications.

In any event, the overall energy use of the facility would be lower than if the energy saving measures (retrofits) identified in the facility solutions project herein had not been implemented.

If desired, the Contractor may provide additional utility data analysis and benchmarking based on the standard engineering principals for an additional fee (excluded from this Scope of Work). The Customer is to notify Contractor in writing no later than thirty (30) Calendar days after any changes as outlined above made to the Property that would affect the energy usage at the Property. The Customer shall make available to Contractor no later than thirty (30) Calendar days upon receipt, on a monthly basis for at least one year after Completion and Acceptance Date, copies of required energy bills, energy usage data, and any other such documentation related to changes to energy usage as outlined above.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different ECM's. Equipment brand and/or materials noted herein can be substituted with equal equipment/materials based on the availability at the time of the scheduled installation, constructability and other considerations as determined by the engineer and project manager.

In order to achieve energy savings in the future years and for trouble-free operation, Customer agrees to maintain and service the equipment and systems included in the Scope of Work per equipment manufacturer's guidelines and in accordance with industry standards as applicable to the specific systems. The Customer may need to provide accurate preventative maintenance and repair records for any work performed on the systems included herein.

2.0 GENERAL LIGHTING SCOPE OF WORK

Energy savings are realized due to the fact that the total input watts of the lighting fixtures will be reduced. Energy savings resulting from the Lighting System Retrofit have been estimated for each individual light fixture type based on the following simple formula:

Annual Saving, $ = (Existing Watts – New Watts) /1000 x Hours/Year x Utility Rate x N

Where,

Existing Watts – Wattage rating for the existing (Baseline) light fixture
New Watts – New wattage rating for the existing light fixture
Hours/Year – Annual number of "burn-hours" (run hours for different areas)
Utility Rate – Actual weighted composite utility rate, $/kWh
N – Number of light fixtures of the particular type (see below for the actual quantities).

Currently the (11) sites have a mixture of lighting technologies. Past modernization and retrofit projects included the upgrading of several sites with first generation electronic ballasts and T8 fluorescent lamps. Areas not inclusive of these past projects are still using older style inefficient magnetic ballasts and T12 fluorescent lamps.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different options.

This project will provide a significant energy reduction while greatly improving the overall quality and quantity of light. Magnetic ballasts and T12 lamps included in the Lighting Scope of Work below will be replaced with High Efficiency low wattage electronic ballasts coupled with L.E.D. lamps. Optical imaging reflectors will be installed where applicable to maximize overall fixture efficiency. Fixtures identified below that are presently powered by electronic ballasts will be retrofitted with 4th generation electronic ballasts and L.E.D. lamps. In addition to the linear fluorescent fixture retrofits, incandescent lamps identified in the scope of work below will be replaced with L.E.D. lamps or fixtures.

Exterior lighting included in this project will be replaced with new L.E.D. fixtures or lamps as applicable.

In areas (if any) with bi-level lighting in linear lamp applications, our standard retrofit practice includes "checker-boarding" luminaires.

Expended lighting lamps and ballasts will be disposed of per current EPA regulations. Any lighting ballasts removed that contain PCB's will be treated as Hazardous waste and disposed of per EPA hazardous waste regulations.

Unless specifically requested by the Customer, the intent of lighting retrofit Work is not to increase the light levels but rather to maintain the existing or better lighting levels while maximize energy savings without re-designing the overall system. In some cases, where the areas are over illuminated (per Illumination Engineering Society recommendations), light levels may be reduced to the recommended levels.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different options. The presented retrofits will not affect the

usability of the buildings or facilities and therefore are not alterations, additions, new construction or modification of the existing systems. As a result, the scope of work is considered maintenance replacement of the existing outdated lighting system components with like-kind components of higher efficiency and longer useful life. Maintenance related items are not considered lighting alterations and are exempted from the code and Title 24 provisions for the facilities. Due to the possibility of dissimilar interpretations of regulations, additional cost-incurring system upgrades may be requested. Upon the Customer requesting changes based on interpretations, the Contractor will provide a written change order to the Customer for review and approval.

All the new fixtures listed below are covered with 1-year labor and 5-year materials warranty.

Below is the Itemized Scope of work below for specific retrofit strategies and fixture totals for each site:

Airport- 8191 Laughlin Rd, Oakdale, CA.

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	**QTY**	**Proposed Lamp Type**	**QTY**
1-Lamp 15W LED Decorative Fixture	3	Excluded from Scope of Work	0
2-Lamp 2x2ft 31W T8 U-Bend Fluorescent Troffer Fixture	3	(2) LED T8 U Bend Lamps	3
4-Lamp 4ft 32W T8 Fluorescent Troffer Fixture	8	(4) LED T8 Linear Lamps	8
1-Lamp 150W HPS Area Light Fixture	1	Roadway LED Area Light Fixture	1
1-Lamp 150W HPS Wall Pack Fixture	1	Forward Throw LED Wallpack Fixture	1
1-Lamp 1W LED Area Light Fixture	1	Excluded from Scope of Work	0
1-Lamp 22W Circular Fluorescent Decorative Fixture	1	4IN LED Decorative Indoor Retrofit Kit	1
1-Lamp 6" 75W Incandescent Down Light Fixture	12	LED BR40 Lamp	12
1-Lamp 60W Incandescent Decorative Fixture	3	LED A19 Lamp	3
1-Lamp 60W Incandescent Fixture	4	LED A19 Lamp	4
1-Lamp 60W Incandescent Jelly Jar Fixture	2	LED A19 Lamp	2
1-Lamp 70W HPS Flood Light Fixture	1	Security LED Flood Light Fixture	1
2-Lamp 4ft 32W T8 Fluorescent Wrap Fixture	7	(2) LED T8 Linear Lamps	7
2-Lamp 75W Incandescent Flood Light Fixture	1	Security LED Flood Light Fixture	1
2-Lamp 8ft 75W T12 Fluorescent Strip Fixture	16	8 ft LED Strip Fixture	16

4-Lamp 4ft 32W T8 Fluorescent Troffer Fixture	14	(4) LED T8 Linear Lamps	14
4-Lamp 4ft 32W T8 Fluorescent Wrap Fixture	6	(4) LED T8 Linear Lamps	6
4-Lamp 60W Incandescent Decorative Fixture	1	(4) LED A19 Lamps	1
6-Lamp 40W Incandescent Decorative Fixture	1	(6) LED A19 Lamps	1
1-Lamp 150W HPS Area Light Fixture	1	Roadway LED Area Light Fixture	1
1-Lamp 8ft 75W T12 Fluorescent Strip Fixture	1	8 ft LED Strip Fixture	1
2-Lamp 4ft 34W T12 Fluorescent Strip Fixture	2	Remove Fixture	0
2-Lamp 4ft 34W T12 Fluorescent Troffer Fixture	2	2x4 ft Flat Panel LED Troffer Fixture	2
2-Lamp 8ft 75W T12 Fluorescent Strip Fixture	14	8 ft LED Strip Fixture	14
4-Lamp 4ft 34W T12 Fluorescent Troffer Fixture	16	2x4 ft Flat Panel LED Troffer Fixture	16
Totals			116

Gene Bianchi Community Center- 110 South 2nd Ave, Oakdale, CA.

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	**QTY**	**Proposed Lamp Type**	**QTY**
16-Lamp 2ft 10W LED Decorative Fixture	4	Excluded from Scope of Work	0
1-Lamp 10W LED Jelly Jar Fixture	4	Excluded from Scope of Work	0
1-Lamp 13W CFL Screw-In Jelly Jar Fixture	3	LED A19 Lamp	3
1-Lamp 15W LED Decorative Fixture	1	Excluded from Scope of Work	0
1-Lamp 26W CFL Pin-Base Lamp Decorative Fixture	15	LED Decorative Outdoor Retrofit Kit	15
1-Lamp 60W Incandescent Decorative Fixture	4	LED A19 Lamp	4
1-Lamp 70W HPS Wall Pack Fixture	2	Forward Throw LED Wallpack Fixture	2
21-Lamp 75W Incandescent Decorative Fixture	1	(21) LED A19 Lamps	1
2-Lamp 18W CFL Pin-Base Lamp Down Light Fixture	28	6 in Round LED Downlight Retrofit Kit	28
2-Lamp 18W CFL Pin-Base Lamp Down Light Fixture	10	6 in LED Downlight Retrofit Kit	10
2-Lamp 2ft 17W T8 Fluorescent Troffer Fixture	17	(2) LED T8 Linear Lamps	17

2-Lamp 4ft 32W T8 Fluorescent Troffer Fixture	65	(2) LED T8 Linear Lamps	65
2-Lamp 4ft 32W T8 Fluorescent Wrap Fixture	8	(2) LED T8 Linear Lamps	8
3-Lamp 32W CFL Pin-Base Lamp Down Light Fixture	64	9.5 in Round LED Downlight Retrofit Kit	64
3-Lamp 4ft 32W T8 Fluorescent Troffer Fixture	6	(3) LED T8 Linear Lamps	6
4-Lamp 3ft 10W LED Decorative Fixture	6	Excluded from Scope of Work	0
4-Lamp 4ft 54W T5 Fluorescent Decorative Fixture	8	(4) LED T5 Linear Lamps	8
1-Lamp 250W MH Area Light Fixture	10	Area Light/Shoebox/LED/Type III/5000K/100-277V/Slip Fitter/Bronze	10
1-Lamp 250W MH Post Top Fixture	10	HID Vertical Replacement/LED/E26/Internal Driver/5000/120-277V/Non Dimmable	10
Totals			251

Animal Shelter- 6700-1 Liberini Ave, Oakdale, CA.

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	**QTY**	**Proposed Lamp Type**	**QTY**
1-Lamp 10W LED Decorative Fixture	2	Excluded from Scope of Work	0
1-Lamp 13W CFL Pin-Base Lamp Wall Pack Fixture	1	LED Wallpack Fixture	1
1-Lamp 15W Incandescent Fixture	1	LED A19 Lamp	1
1-Lamp 18W LED Wall Pack Fixture	1	LED Wallpack Fixture	1
1-Lamp 20W LED Fixture	2	Excluded from Scope of Work	0
1-Lamp 250W HPS Flood Light Fixture	2	Architectural LED Flood Light Fixture	2
2-Lamp 10W LED Flood Light Fixture	4	Excluded from Scope of Work	0
2-Lamp 2ft 17W T8 Fluorescent Troffer Fixture	1	(2) LED T8 Linear Lamps	1
2-Lamp 4ft 32W T8 Fluorescent Strip Fixture	1	(2) LED T8 Linear Lamps	1
2-Lamp 8ft 96W T12 Fluorescent Fixture	1	(2) LED T8 Linear Lamps	1
2-Lamp 8ft 96W T12 Fluorescent Strip Fixture	3	(2) LED T8 Linear Lamps	3
3-Lamp 5W LED Fixture	1	Excluded from Scope of Work	0
4-Lamp 4ft 32W T8 Fluorescent Strip Fixture	2	(4) LED T8 Linear Lamps	2
4-Lamp 4ft 32W T8 Fluorescent Troffer Fixture	9	(4) LED T8 Linear Lamps	9

4-Lamp 4ft 54W T5 Fluorescent High Bay Fixture	1	1x2 ft Linear LED Highbay Fixture	1
Totals			23

Public Works- 455 South 5th Ave., Oakdale, CA.

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	**QTY**	**Proposed Lamp Type**	**QTY**
1-Lamp 16" 26W CFL Screw-In Canopy Fixture	4	LED A19 Lamp	4
1-Lamp 1x4ft 20W LED Troffer Fixture	2	Excluded from Scope of Work	0
1-Lamp 23W CFL Screw-In Flood Light Fixture	1	Security LED Flood Light Fixture	1
1-Lamp 25W LED Flood Light Fixture	2	Excluded from Scope of Work	0
1-Lamp 50W Metal Halide Wall Pack Fixture	1	Security LED Flood Light Fixture	1
1-Lamp 80W LED Area Light Fixture	3	Excluded from Scope of Work	0
2-Lamp 4ft 32W T8 Fluorescent Troffer Fixture	64	(2) LED T8 Linear Lamps	64
2-Lamp 4ft 32W T8 Fluorescent Wrap Fixture	2	(2) LED T8 Linear Lamps	2
3-Lamp 4ft 15W LED Wrap Fixture	2	Excluded from Scope of Work	0
3-Lamp 4ft 32W T8 Fluorescent Troffer Fixture	14	(3) LED T8 Linear Lamps	14
4-Lamp 4ft 32W T8 Fluorescent Industrial Hood Fixture	8	(4) LED T8 Linear Lamps	8
4-Lamp 4ft 32W T8 Fluorescent Strip Fixture	9	(4) LED T8 Linear Lamps	9
6-Lamp 15W LED High Bay Fixture	7	Excluded from Scope of Work	0
6-Lamp 4ft 32W T8 Fluorescent High Bay Fixture	2	(6) LED T8 Linear Lamps	2
6-Lamp 4ft 32W T8 Fluorescent Industrial Hood Fixture	4	(6) LED T8 Linear Lamps	4
8-Lamp 4ft 32W T8 Fluorescent High Bay Fixture	2	(8) LED T8 Linear Lamps	2
8-Lamp 4ft 32W T8 Fluorescent Wrap Fixture	2	(8) LED T8 Linear Lamps	2
Totals			113

Parks Division- 460 South 4th Ave, Oakdale, CA.

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	**QTY**	**Proposed Lamp Type**	**QTY**
1-Lamp 20W LED Area Light Fixture	4	Excluded from Scope of Work	0

1-Lamp 75W Incandescent Fixture	3	LED A19 Lamp	3
2-Lamp 10W LED Decorative Fixture	1	Excluded from Scope of Work	0
2-Lamp 14W LED Flood Light Fixture	1	Excluded from Scope of Work	0
2-Lamp 4ft 32W T8 Fluorescent Troffer Fixture	5	(2) LED T8 Linear Lamps	5
4-Lamp 4ft 32W T8 Fluorescent Industrial Hood Fixture	12	4 ft linear LED Strip Retrofit Kit	12
4-Lamp 8ft 95W T12 Fluorescent Industrial Hood Fixture	1	4 ft linear LED Strip Retrofit Kit	1
Totals			21

Police Department-280 North 3rd Ave, Oakdale, CA.

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	**QTY**	**Proposed Lamp Type**	**QTY**
1-Lamp 100W Incandescent Fixture	1	LED A19 Lamp	1
1-Lamp 10W LED Emergency Fixture	1	Excluded from Scope of Work	0
1-Lamp 12" 23W CFL Screw-In Canopy Fixture	18	LED A19 Lamp	18
1-Lamp 120W LED Area Light Fixture	2	Excluded from Scope of Work	0
1-Lamp 13W CFL Pin-Base Lamp Wall Pack Fixture	1	Security LED Wallpack Fixture	1
1-Lamp 15W Incandescent Emergency Fixture	1	LED Exit & Emergency Fixture	1
1-Lamp 15W LED Emergency Fixture	4	Excluded from Scope of Work	0
1-Lamp 25W Incandescent Emergency Fixture	2	Combo LED Exit & Emergency Fixture	2
1-Lamp 2x4ft 40W LED Troffer Fixture	34	Excluded from Scope of Work	0
1-Lamp 40W LED Wall Pack Fixture	3	Excluded from Scope of Work	0
1-Lamp 4ft 20W LED Vapor Tight Fixture	2	Excluded from Scope of Work	0
1-Lamp 4ft 20W LED Wrap Fixture	47	Excluded from Scope of Work	0
1-Lamp 4ft 32W T8 Fluorescent Strip Fixture	56	LED T8 Linear Lamp	56
1-Lamp 6" 10W LED Down Light Fixture	6	Excluded from Scope of Work	0
1-Lamp 6" 45W Incandescent Down Light Fixture	19	6 in Round LED Downlight Retrofit Kit	19
1-Lamp 6" 75W Incandescent Down Light Fixture	4	6 in Round LED Downlight Retrofit Kit	4
2-Lamp 2ft 13W T5 Fluorescent Undercabinet Fixture	6	(2) LED T5 Linear Lamps	6
2-Lamp 2ft 17W T8 Fluorescent Troffer Fixture	1	(2) LED T8 Linear Lamps	1

2-Lamp 4ft 15W LED Decorative Fixture	3	Excluded from Scope of Work	0
2-Lamp 4ft 32W T8 Fluorescent Troffer Fixture	27	(2) LED T8 Linear Lamps	27
2-Lamp 4ft 32W T8 Fluorescent Wrap Fixture	5	(2) LED T8 Linear Lamps	5
2-Lamp 75W Incandescent Flood Light Fixture	1	Security LED Flood Light Fixture	1
3-Lamp 4W LED Decorative Fixture	12	Excluded from Scope of Work	0
Totals			142

Youth Building- 296 Gilbert Ave, Oakdale, CA.

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	**QTY**	**Proposed Lamp Type**	**QTY**
1-Lamp 10W LED Fixture	1	Excluded from Scope of Work	0
1-Lamp 20W LED Wall Pack Fixture	2	Excluded from Scope of Work	0
2-Lamp 4ft 32W T8 Fluorescent Wrap Fixture	27	(2) LED T8 Linear Lamps	27
Totals			27

Wastewater Treatment Plant- 9700 Liberini Ave, Oakdale, CA.

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	**QTY**	**Proposed Lamp Type**	**QTY**
1-Lamp 1000W Metal Halide High Bay Fixture	9	Round LED Highbay Fixture	9
1-Lamp 10W LED Decorative Fixture	1	Excluded from Scope of Work	0
1-Lamp 12" 100W Halogen Fixture	1	LED A19 Lamp	1
1-Lamp 12" 10W LED Fixture	2	Excluded from Scope of Work	0
1-Lamp 150W Metal Halide Area Light Fixture	1	Shoebox LED Area Light Fixture	1
1-Lamp 1x4ft 20W LED Troffer Fixture	2	Excluded from Scope of Work	0
1-Lamp 200W HPS Parking and Garage Fixture	3	Shoebox LED Area Light Fixture	3
1-Lamp 20W LED Decorative Fixture	1	Excluded from Scope of Work	0
1-Lamp 20W LED Wall Pack Fixture	1	Excluded from Scope of Work	0
1-Lamp 250W HPS Flood Light Fixture	2	Shoebox LED Area Light Fixture	2
1-Lamp 250W Metal Halide Area Light Fixture	4	Shoebox LED Area Light Fixture	4
1-Lamp 250W Metal Halide Area Light Fixture	2	Excluded from Scope of Work	0

1-Lamp 250W Metal Halide Parking and Garage Fixture	1	Shoebox LED Area Light Fixture	1
1-Lamp 4ft 15W LED Strip Fixture	11	Excluded from Scope of Work	0
1-Lamp 4ft 20W LED Strip Fixture	8	Excluded from Scope of Work	0
1-Lamp 4ft 20W LED Wrap Fixture	8	Excluded from Scope of Work	0
1-Lamp 6" 10W LED Down Light Fixture	1	Excluded from Scope of Work	0
1-Lamp 84W LED Area Light Fixture	2	Excluded from Scope of Work	0
2-Lamp 2ft 30W T12 Fluorescent Decorative Fixture	1	(2) LED T8 Linear Lamps	1
2-Lamp 4ft 15W LED Industrial Hood Fixture	37	Excluded from Scope of Work	0
2-Lamp 4ft 32W T8 Fluorescent Vapor Tight Fixture	68	(2) LED T8 Linear Lamps	68
2-Lamp 4ft 32W T8 Fluorescent Wrap Fixture	2	(2) LED T8 Linear Lamps	2
Totals			92

City Council Chambers- 277 North 2nd Ave, Oakdale, CA.

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	**QTY**	**Proposed Lamp Type**	**QTY**
1-Lamp 13W CFL Screw-In Decorative Fixture	2	LED A19 Lamp	2
1-Lamp 1x4ft 20W LED Troffer Fixture	4	Excluded from Scope of Work	0
1-Lamp 23W CFL Screw-In Decorative Fixture	2	LED A19 Lamp	2
1-Lamp 250W HPS Wall Pack Fixture	1	Security LED Wallpack Fixture	1
1-Lamp 4ft 32W T8 Fluorescent Strip Fixture	36	LED T8 Linear Lamp	36
1-Lamp 57W Incandescent Fixture	1	LED A19 Lamp	1
1-Lamp 6" 10W LED Down Light Fixture	6	Excluded from Scope of Work	0
1-Lamp 6" 75W Incandescent Decorative Fixture	2	6 in Round LED Downlight Retrofit Kit	2
2-Lamp 2ft 17W T8 Fluorescent Wrap Fixture	1	(2) LED T8 Linear Lamps	1
2-Lamp 4ft 32W T8 Fluorescent Wrap Fixture	9	(2) LED T8 Linear Lamps	9
2-Lamp 60W Incandescent Emergency Fixture	1	Remote Head LED Exit & Emergency Fixture	1
Totals			55

City Hall- 280 North 3rd Ave, Oakdale, CA.

ITEMIZED LIGHTING FIXTURES

Existing Lamp Type	QTY	Proposed Lamp Type	QTY
1-Lamp 15W Incandescent Emergency Fixture	1	LED Exit & Emergency Fixture	1
1-Lamp 2ft 17W T8 Fluorescent Decorative Fixture	1	LED T8 Linear Lamp	1
1-Lamp 2x4ft 35W LED Troffer Fixture	56	Excluded from Scope of Work	0
1-Lamp 4ft 20W LED Wrap Fixture	6	Excluded from Scope of Work	0
1-Lamp 6" 10W LED Down Light Fixture	4	Excluded from Scope of Work	0
2-Lamp 25W Incandescent Emergency Fixture	1	Combo LED Exit & Emergency Fixture	1
2-Lamp 75W Incandescent Emergency Fixture	1	Remote Head LED Exit & Emergency Fixture	1
3-Lamp 10W LED Decorative Fixture	1	Excluded from Scope of Work	0
Totals			4

Bridle Ridge Community

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	**QTY**	**Proposed Lamp Type**	**QTY**
1-Lamp 100W HPS Fixture	422	LED HID Vertical Replacement Lamp	422
1-Lamp 30W LED Fixture	25	Excluded from Scope of Work	0
Totals			422

2.1 Lighting System Terms and Definitions

- INC Standard Incandescent style lamp
- LED Light Emitting Diode technology
- EB Electronic Ballast
- T-8 High Efficient 8/8” diameter lamp
- T-12 Inefficient 12/8” (1.5”) diameter lamp
- RFL Powder Coated Reflector installed into Fixture to improve Efficiency
- SB Standard Magnetic Ballast
- CF Compact Fluorescent Lamp
- NEW Means a "new" fixture is to be installed, and not retrofitted
- MH Metal Halide
- PS Pulse Start
- HPS High Pressure Sodium lamp
- MP Metalarc Pro-Tech lamp
- MS Super Metalarc Lamp
- PC Photocell

- Flood A type of exterior lighting fixture possessing directional capabilities.

2.2 Lighting Scope of Work Exclusions

The following rooms at the listed sites below were locked at the time of the lighting audit. As a result, SitelogIQ has assumed fixture type and quantity based on surrounding areas. If those assumptions are incorrect, SitelogIQ will notify customer of any additional costs or credits.

- Animal Shelter: Shooting Range Office.
- Public Works: Storage Room.
- Police Department: Evidence Room.
- City Council Chambers: Private Offices.

The impact of the following exclusions has not been estimated in the above Scope of Work:

- Repair of any preexisting electrical distribution problems.
- Repair or replacement of any existing lighting controls including older controls incompatibility; new lighting controls; dimmable ballasts; project bonding.
- Title 24 design & documentation (exempted).
- New acoustical ceiling tiles for the existing T-bar grid unless broken by the Contractor; Seismic Strapping.
- Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- Any items not specified in this scope of work.

3.0 HVAC SCOPE OF WORK

3.1 Basis of Design and Engineering

The intent of this project is to reduce the Customer's utility costs and operational expenses by replacing HVAC equipment at the City Hall/Police Department, Public Works, Animal Control, Waste Water Treatment Plant, Gladys Lemmons Senior Center, Fire Station #2, Youth Center, and Gene Bianchi Community Center with new high energy efficient units identified in the HVAC scope of work below.

As requested, Contractor will be replacing the existing units listed below in Section 3.2 with new higher efficient equipment of equal capacity. These direct replacements are based on the assumption that the original units have been sized properly for the local weather conditions, current occupancy levels and space use. Unless specifically requested, it is not Contractor's intent to re-design or to modify these systems. Unless specified otherwise, it is Contractor's intent to maximally re-use the existing air distribution systems, rooftop units' platforms or any pre-existing supports, electrical, gas & condensate drain connections and other existing HVAC

system components. It is assumed that that these system components to be re-used are in good operational order and no repairs are needed.

The new equipment, as identified below, is selected based on the energy efficiency and economic viability. These retrofits are like-for-like equipment replacements that are not structural in nature. This Work does not infringe on the Life Safety Systems, if any. The Work described herein is limited to HVAC systems only and is considered maintenance related replacement.

In the absence of the reliable as-built drawings, Contractor has made certain design engineering and estimating assumptions for applicable work finished prior to completion of the final engineering and construction. Though unanticipated, there may be some changes to the scope of work based on the unknown pre-existing conditions. Should they arise; a fair and equitable solution will be negotiated in good faith between the Customer and Contractor for any additional costs required.

Contractor will use the current 2019 Title-24, 2019 California Building Code (CBC), 2019 California Plumbing Code (CPC), 2019 California Mechanical Code (CMC), the California Electrical Code (CEC), Sheet Metal & Air Conditioning Contractors' National Association (SMACNA) standards.

3.2 Mechanical Scope of Work

The following lists in detail the mechanical Scope of Work to be performed for unit replacements included in this project:

- Provide necessary rigging and trucking of new equipment to the project site.
- Provide and install new equipment as detailed below.
- Provide sheet metal as needed to connect new unit to existing opening.
- Furnish and install weather tight sealant on seams, joints and connections on equipment and ductwork replaced in this project to ensure full weather seal.
- Reconnect electrical service to new equipment with new disconnects, as needed.
- Reconnect flue pipes, condensate and refrigerant lines, as needed.
- Provide and install (5) new 7-day programmable Venstar T4900 or equal Honeywell Wi-Fi thermostats for new equipment at the following sites only: Public Works, Animal Control, Youth Center, Wastewater Treatment Plant, and Fire Station #2. Wi-Fi set up to be completed by Customer.
- All other units listed in the scope of work below will remain on Customers' existing thermostat system per Customer direction.
- Contractor's technicians will perform a complete start-up and test of new equipment to ensure proper system operation.
- Clean areas daily as new work is completed.
- One-year warranty on Contractor's provided equipment and workmanship. Warranty starts from the day of equipment start-up. All manufacturer warranties will be provided directly to the Customer by the manufacturer.

The quantities, sizes and location of new HVAC units included in this project are listed below:

City Hall/Police Department						
Proposed Equipment						
Area	**Qty**	**Nominal Tons**	**Type**	**Brand**	**Cooling Efficiency Meets T-24**	**Heating AFUE % Meets T-24**
General	1	2	PKG/GE	Day & Night or Equal	YES	YES
General	2	3	PKG/GE	Day & Night or Equal	YES	YES
General	2	4	PKG/GE	Day & Night or Equal	YES	YES
General	1	6.5	PKG/GE	Day & Night or Equal	YES	YES
General	2	7.5	PKG/GE	Day & Night or Equal	YES	YES

Public Works						
Proposed Equipment						
Area	**Qty**	**Nominal Tons**	**Type**	**Brand**	**Cooling Efficiency Meets T-24**	**Heating AFUE % Meets T-24**
General	1	3.5	Pkg/HP	Bard	YES	N/A

Animal Control

Proposed Equipment						
Area	**Qty**	**Nominal Tons**	**Type**	**Brand**	**Cooling Efficiency Meets T-24**	**Heating AFUE % Meets T-24**
General	1	3.5	Pkg/HP	Bard	YES	N/A

Wastewater Treatment Plant						
Proposed Equipment						
Area	**Qty**	**Nominal Tons**	**Type**	**Brand**	**Cooling Efficiency Meets T-24**	**Heating AFUE % Meets T-24**
General	1	5	Split/HP	Day & Night or Equal	YES	N/A

Glady Lemmons Senior Center						
Proposed Equipment						
Area	**Qty**	**Nominal Tons**	**Type**	**Brand**	**Cooling Efficiency Meets T-24**	**Heating AFUE % Meets T-24**
General	1	5	Split/HP	Day & Night or Equal	YES	N/A

General	2	7.5	Split/HP	Day & Night or Equal	YES	N/A

Fire Station #2						
Proposed Equipment						
Area	**Qty**	**Nominal Tons**	**Type**	**Brand**	**Cooling Efficiency Meets T-24**	**Heating AFUE % Meets T-24**
General	1	4	Split/HP	Day & Night or Equal	YES	N/A

Youth Center						
Proposed Equipment						
Area	**Qty**	**Nominal Tons**	**Type**	**Brand**	**Cooling Efficiency Meets T-24**	**Heating AFUE % Meets T-24**
General	1	5	Split /GE	Day & Night or Equal	YES	YES

Gene Bianchi Community Center						
Proposed Equipment						
Area	**Qty**	**Nominal Tons**	**Type**	**Brand**	**Cooling Efficiency Meets T-24**	**Heating AFUE % Meets T-24**
General	2	2	Pkg/GE	Day & Night		

				or Equal	YES	YES
General	2	4	Pkg/GE	Day & Night or Equal	YES	YES
General	2	6	Pkg/GE	Day & Night or Equal	YES	YES
General	4	10	Pkg/GE	Day & Night or Equal	YES	YES

Notes:

* - H/P – denotes Heat Pump system unit.

** - G/E – denotes Gas Electric system unit.

*** - Equipment brand noted above can be substituted with equal equipment based on the availability at the time of the scheduled installation (per Section 6.0 below), constructability and other considerations as determined by the Project Manager.

3.3 HVAC Scope of Work Exclusions

The above Scope of Work excludes the following:

- Plumbing, Fire Sprinklers, Acoustical engineering and noise reduction provisions, Fire and Life Safety equipment and its components.
- Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all HVAC systems and defects which require repairs/replacements as a result of pre-existing conditions.
- Addition or modifications to outside air/relief air ductwork for the split systems in Senior Center. It is assumed there is currently outside air ductwork/ relief air duct work to split systems requiring it.
- Upgrade of the existing overall site electrical service capacity, if required for the new units.
- DDC controls; New thermostats unless specifically noted above; economizers where not required by code; existing gas piping & pressure regulators upgrades.
- Wi-fi/internet connections set up at Customer's sites.
- Any and all hazardous materials work, i.e. asbestos, lead etc.

- All work is to be completed during normal working hours. Any request by Customer to change working times may result in a change order for added overtime rates.
- Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- Permit fees, fully engineered plans, reviews and approvals.
- Any items not specified in this Scope.

4.0 SOLAR PLANT SCOPE OF WORK

General

The scope of work for the new systems include engineering, permitting, procurement, construction, and commissioning, supervision, materials and supplies, labor, tools, construction equipment and machinery, utilities and transportation for the proper execution and completion of a fully integrated and operational System, unless otherwise excluded in the sections below. Contractor shall perform, supervise and direct the Work in accordance with Industry Standards, Applicable Law and Project Milestone dates.

4.1 Solar System Summary

The solar PV systems installations will be installed as illustrated in the Site Layout Plans provided in Section 4.14. Any changes to the location, size, or orientation shall constitute a Change Order. In summary, the solar PV systems will include the following:

1. Public Works solar installation will include one (1) electricity grid-connected roof mounted photovoltaic systems with a total rated approximate capacity of 134.9 kW-DC-STC. Switchgear upgrade is included. ADA upgrades, signage & striping are excluded.

2. Wastewater Treatment Plant (Meter 312708) solar installation will include one (1) electricity grid-connected ground mounted single axis tracker photovoltaic system with a total rated approximate capacity of 309.54 kW-DC-STC. No additional fencing will be provided

In general, the PV Systems will consist of the following:

a. PV modules
b. PV module support structure or trackers
c. Inverter(s)
d. System electrical protection
e. Electrical disconnects
f. Switchgear
g. Control and monitoring systems

h. Computer Monitoring for system information installed in main office (Customer to provide internet access)
i. Outdoor rated equipment enclosures
j. Cables, wires, jumpers, connectors, system grounding and associated trenching and/or boring
k. Equipment foundations
l. Lighting (Under Carport Only)
m. Signage

4.2 Engineering Design Services

The Contractor shall be responsible for detailed design and operational coordination of equipment and materials installed for the System. The Contractor shall conform to Industry Standard and Applicable Law. The following design services shall be provided by the Contractor:

A. Civil Engineering design, including the preparation of the following:
   - Site Plan
   - Geotechnical Report (if required)
B. Structural Engineering Design, including:
   - Foundations and other structural concrete
   - PV module support structural design
   - Structural design calculations, as required
C. Mechanical Systems design, as required.
D. Electrical Systems design, including:
   - PV modules
   - Inverter
   - DC combiners, disconnects, fuses, and wiring
   - AC breakers and disconnects
   - Revenue metering
   - Enclosures, conduit, and wiring
   - Communications and control systems as described herein
   - Other electrical systems included in the scope of work

4.3 Permits

Contractor shall obtain and shall file on a timely basis any documents required to obtain Applicable Permits except those permits that are the responsibility of the Customer ("Customer Permits"). Customer shall obtain, and shall file on a timely basis, any documents required to obtain all such Customer Permits. Customer shall pay for all taxes, fees, and costs required to obtain all Permits.

Applicable Permits include:

- Fire Marshall
- General Construction and Building Permits

Customer Permits include:

- CEQA (Categorical Exemption certified by the Customer is assumed for this project)
- Easements required to complete the work.
- All other permits required for construction of the System, except for Applicable Permits
-

4.4 Procurement

Contractor shall procure all materials and equipment included in the scope of work for the installation of a complete System under this Work Order with the exception of PV modules and inverters. These items will be procured under Work Order #1 as part of this Agreement.

4.5 Construction Services

The following services shall be provided by the Contractor as part of the general construction activities:

A. Civil construction, including surveying, clearing, grubbing, excavation, trenching, and backfill
B. Structural construction, including foundations, concrete work, grouting, anchors, erection of PV racks, shade structures, and other support structures
C. Mechanical construction (if required)
D. Electrical construction, including PV modules, combiners, inverter, disconnects, wiring, breakers, metering, control and monitoring systems, telecom systems, and lighting systems as required for a complete System
E. Safety services, including on-site safety equipment, personnel training, and safety monitoring of construction activities
F. Support services, including Contractor's trailers, shaded worker rest areas, restroom facilities, and security
G. Coordination with Customer's staff for site access, laydown, and storage with minimal interference with building operations
H. Operator training services
I. Restoration of landscape and hardscape to pre-construction condition, or in accordance with new design, as needed
J. Construction inspections, material verification, and testing as required
K. Lawful Disposal of refuse, spoils, chemicals, and waste materials associated with construction activities
L. Testing and start-up services for electrical and control systems included in the scope of work. Testing shall include pre-operational functional tests, equipment calibration, and insulation resistance tests. All necessary test equipment and instrumentation will be provided.
M. Miscellaneous consumable materials required to erect the System

N. Coordination with Customer's Staff and Representatives, including Inspector of Record ("IOR") for all inspections and submittals.

4.6 Documentation Submittals

Contractor will prepare and submit designs, drawings, and specifications to the Customer for review and approval. Customer shall review the documents and provide any comments in writing to Contractor within ten (10) Business Days after receipt of such documents (the "Design Review Period"). Contractor will proceed with the assumption that Customer has approved the documents if no comments are received within ten (10) Business Days. Any comments provided by Customer after ten (10) Business Days that result in re-work shall constitute a Change Order. Customer shall consolidate all comments for each review cycle such that Contractor does not receive comments in separate submittals at different times from various Customer personnel. Any re-work as a result of receiving comments in separate submittals shall constitute a Change Order. To the extent consistent with Applicable Law and Industry Standards, Contractor will incorporate Customer comments into the final designs, drawings, and specifications (the "Construction Documents"), as applicable. Contractor shall submit such revised documents to Customer for additional Design Review Periods, which shall not extend longer than ten (10) Business Days, until Customer approves such revised documents subject to the terms of the Agreement.
The following list is not all inclusive but defines the Contract Documents that are required to be submitted by the Contractor for review and approval by the Customer.

A. Facility drawing with Project improvements drawn to scale (Site Plan)
B. Electrical design package including:
    - Single Line AC and DC diagrams
    - Communication, Monitoring and Control schematics
    - Electrical Circuit and Conduit schedule
    - Electrical Equipment installation plans
    - Lighting plan, if required
    - Placard schedule
    - Equipment data sheets
C. Structural Calculations package including:
    - Ground structural elements for ground-mount systems
    - Equipment foundations and enclosures
D. System energy production calculations and software model based on Site Plan
E. Approved Applicable Permits
F. Geotechnical report including Project applicable soil properties (if required)
G. Project Schedule
H. Environment, Health and Safety Plan

I. System Manual with specifications, startup, commissioning and testing procedures for relevant equipment.
J. System Operation and Maintenance manual (O&M plan)
K. As-Builts (Record Drawings)
L. Professional Engineer Wet Stamps and signatures on final design documents:
    - Electrical Design package
    - Structural Calculation package
M. Interconnection Agreement with Local Utility
N. Documentation for Rate Change with Local Utility

4.7 Workmanship Warranty

Commencing on the Final Completion Date and for a period of one (1) year thereafter, Contractor warrants that the Systems will be free from defects ("Workmanship Warranty"). If a System has a defect, and Customer provides written notification of said defect within the one (1) year workmanship warranty period, Contractor will, at its option, either repair or replace the portion of the System that is defective at no cost to Customer within forty-five (45) Calendar days of notification. The Workmanship Warranty shall not apply to the extent such defect is caused by any of the following:

(a) Alterations or repairs made to the supporting structure of any System or associated wiring and parts without Contractor's prior written approval;

(b) Failure of a System to perform caused by legislative, administrative, or executive regulation, order or requisition of the government, local utility or public utilities commission, or any state, provincial or municipal government or official;

(c) Use of a System beyond the scope contemplated in its operating manuals or technical specifications;

(d) Damage to a System not caused directly or indirectly by Contractor or its subcontractors under any agreement between Contractor and Customer;

(e) Force Majeure Events;

(f) A change in usage of that portion of the Site on which the System is located which may affect building or site permits and related requirements, without the written approval of Contractor, or a change in ownership of building or property and the new owner has not signed an assumption agreement of the terms and conditions herein,

(g) Any defect of deficiency to the extent the same results from a specific written direction from the Customer if, prior to implementing such written direction, Contractor advised Customer that Customer's written direction would so affect the warranty provided by Contractor hereunder.

4.8 Manufacturer Warranties

Contractor shall procure and assign to Customer warranties from the equipment manufacturers (the "Manufacturer Warranty") to the extent said equipment is purchased and provided for the Solar Plant by Contractor. Solar energy equipment included in the scope of work for electricity generation (PV modules, inverters) shall have a minimum ten (10) year manufacturer performance warranty to protect against degradation of electrical generation output of more than 15% from their originally rated electrical output. Except as expressly provided in this Agreement, Contractor's obligations under this warranty do not apply to any defects whatsoever in the equipment purchased and provided by Contractor for the Solar Plant, provided Contractor has procured and assigned to Customer the Manufacturer Warranty of such equipment. Contractor makes no representation or warranty, and Customer shall seek no recourse from Contractor, regarding the Manufacturer Warranties, including, without limitation, any degradation in electrical generation output of the PV modules.
Contractor shall require that Manufacturers provide the following warranties:

- **a.** Inverters shall have a ten (10) year standard Manufacturer Warranty.
- **b.** PV modules shall have the following standard Manufacturer Warranties:
  - **i.** Five (5) year material and workmanship warranty;
  - **ii.** Ten (10) year power output warranty at ninety percent (90%) of rated nominal power output; and
  - **iii.** Thirty (30) year power output warranty at eighty percent (80%) of rated nominal power output.
- **c.** Meters shall have a one (1) year standard Manufacturer Warranty.

4.9 Performance Test

The Contractor is responsible for conducting the Performance Test of the complete System, including PV modules, inverters, metering, controls, and accessories. The Contractor shall provide all test equipment and special instrumentation required for the tests.

The Contractor shall operate the System during the Performance Tests. Customer shall be entitled to be present during any Performance Test.

Upon completion of any Performance Test, Contractor shall submit promptly the relevant certificate containing the results of such Performance Test to Customer's Representative as soon as practicable, but in any event within five (5) Business Days. Customer's Representative shall promptly review such certificate and the results set forth therein and shall determine whether the Performance Test has been successfully completed within five (5) Business Days following receipt of such certificate.

If the System fails to satisfy any Performance Test, Customer's Representative shall execute the certificate including the Performance Test that failed. Contractor shall repeat the Performance Test one or several times before Final Completion of the System. Contractor shall take all corrective actions so that the System may successfully complete the Performance Tests, without prejudice to Customer's rights and remedies in accordance with this Agreement.

The Performance Test is the ability of the System to demonstrate Actual System Power Output is consistent with the Nameplate Rated Capacity during the test period commencing immediately after Substantial Completion and permission has been provided by the local utility.
The following additional definitions apply to the System Performance Test:

- "Actual System Power Output" means the AC kilowatt hour output of the System measured at the revenue meter at the Site adjusted for Standard Test Conditions, ancillary loads, System losses, and ambient conditions.
- "Nameplate Rated Capacity" means the total Nameplate Rated Capacity (kW-DC-STC) as calculated by adding the PV module nameplate ratings at Standard Test Conditions (STC) of the PV modules in the System.
- "Standard Test Conditions (STC)" are defined as the following:
    - Irradiance in the plane of the array (average module tilt angle and orientation of the System) of 1,000 W/m^2.
    - 25°C module cell operating temperature as measured at the back surface or cell of the module.
    - Air Mass (AM) of 1.5.
- "Test Period" means a qualified period of time following Substantial Completion during which the Actual System Power Output and ambient conditions are measured and recorded. The Test Period shall consist of at least five (5) valid Calendar days. A day is considered valid if a wide distribution of data is collected over the range of insolation values from 200 to 1000 W/m^2. Each day shall have an adequate number (320 minimum) of valid data points in both the morning and afternoon.
- A successful test will demonstrate that the Actual System Power Output equals or exceeds ***ninety-five percent (95%)*** of the Nameplate Rated Capacity. If the Actual System Power Output does not meet this criteria, the Contractor shall investigate the System for defects, make any necessary corrections, and retest the System to achieve a successful Performance Test.

Actual System Power Output generated has been estimated based on the actual utility rates & billing structure at this time. Minor changes or modifications to the utility rate structure may positively or negatively affect financial benefits. Utility billing structure is out of Contractor's control.

4.10 Project Closeout

a. Contractor shall deliver to Customer an owner's manual, operator's manual and as-built drawings for the System no later than ninety (90) Business days after Substantial Completion occurs. For the avoidance of doubt, the as-built drawings shall be included in the punchlist items.

b. At Customer's request, Contractor shall provide Customer's personnel with no less than one (1) full Day of detailed and complete on-site operation training with respect to the System. Customer's personnel shall have the qualifications necessary to perform their activities and will be hired by Customer or its Affiliate. Contractor shall provide Customer reasonable assistance in soliciting and obtaining any subsidies, rebates or incentives that may be available from any Governmental Authority pursuant to or in connection with the purchase or operation of the System or otherwise. Contractor makes no representation nor warranty to Customer as to the availability or amount of any such subsidies, rebates or incentives.

4.11 Customer Responsibilities

Contractor shall not be obligated to perform any work or activity beyond the scope of the work and its other obligations under this Agreement. In particular, the following shall not be included in the Scope of Work and therefore shall be performed by Customer:

a. The Customer shall furnish, to the extent not already provided to Contractor: (a) all surveys or other information in Customer's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Site; (b) any prior environmental review documentation and all known information in Customer's possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Materials, in or around the general area of the Site where the Work will be performed; (c) all relevant information in Customer's possession, including any structural or other relevant as-built drawings and photographs, of prior construction undertaken in the general area where the Work will be performed; (d) title reports less than one (1) year in age; and (e) any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Site essential to the execution of the Work.
b. Customer shall provide continuous access to the Site to perform the Work according to the Construction Schedule;
c. Customer shall make water source available at the Site for construction water;
d. Customer shall obtain the Customer Permits;
e. Customer shall be responsible for hiring and paying for a Division of State Architect certified Inspector of Record;

f. Customer shall select its own personnel so that it is present at the date of Substantial Completion;
g. Customer shall pay for and provide communication access for system monitoring;
h. Customer shall pay for all taxes, fees, and costs required to obtain all Permits;
i. Customer shall provide access to, and allow Contractor the use of, water lines, sewer lines, storm water lines, power lines, fuel lines, telephone and communication lines, pipelines, and drainage ditches; and
j. Customer shall be responsible for operating the System from and after Substantial Completion.

4.12 General Clarifications & Qualifications to Scope of Work

a. Work Order Price assumes one (1) review cycle by Customer of the equipment layout drawings, one (1) review cycle by Customer of final design documentation, and one (1) final set of as-built drawings delivered to Customer in electronic format and hard copy.
b. Schedule and Work Order Price assumes Customer will review and provide comments on drawings within 10 Business days.
c. Work Order Price is based on code approved conduit and wiring methods. All conduit expected to be direct buried.
d. Work Order Price assumes that the Contractor will not encounter any Rock during trenching and excavating.
e. Work Order Price assumes that the Contractor will not encounter any ground water during trenching and excavating.
f. Wiring from PV panels to combiners is USE cable and not placed in raceways.
g. Grounding as required by NEC.
h. AC and DC wiring to be aluminum where possible.
i. Work Order Price is based on the COMEX and The Steel Index (TSI) material pricing as of the Effective Date. Increases to COMEX and The Steel Index (TSI) may result in an increase in the Contract Price per Section 4.2(g).
j. Work Order Price is based on site parking being available to all Contractor and Subcontractor employees.
k. Work Order Price is based on straight time Monday to Friday (no holidays) work week, 40 hours per week between 6:00 AM and 6:00 PM.
l. Work Order Price and schedule assumes that Customer will receive all necessary easements within 45 Business days after the Effective Date.
m. Work Order Scope assumes there are no existing encumbrances or easements on the site.

n. Work Order Price and Schedule assumes that the Customer has closed all previous construction projects with the Division of State Architecture that may cause a delay in the approval of this Project.

4.13 Solar Scope of Work Exclusions

The Solar Work excludes the following:

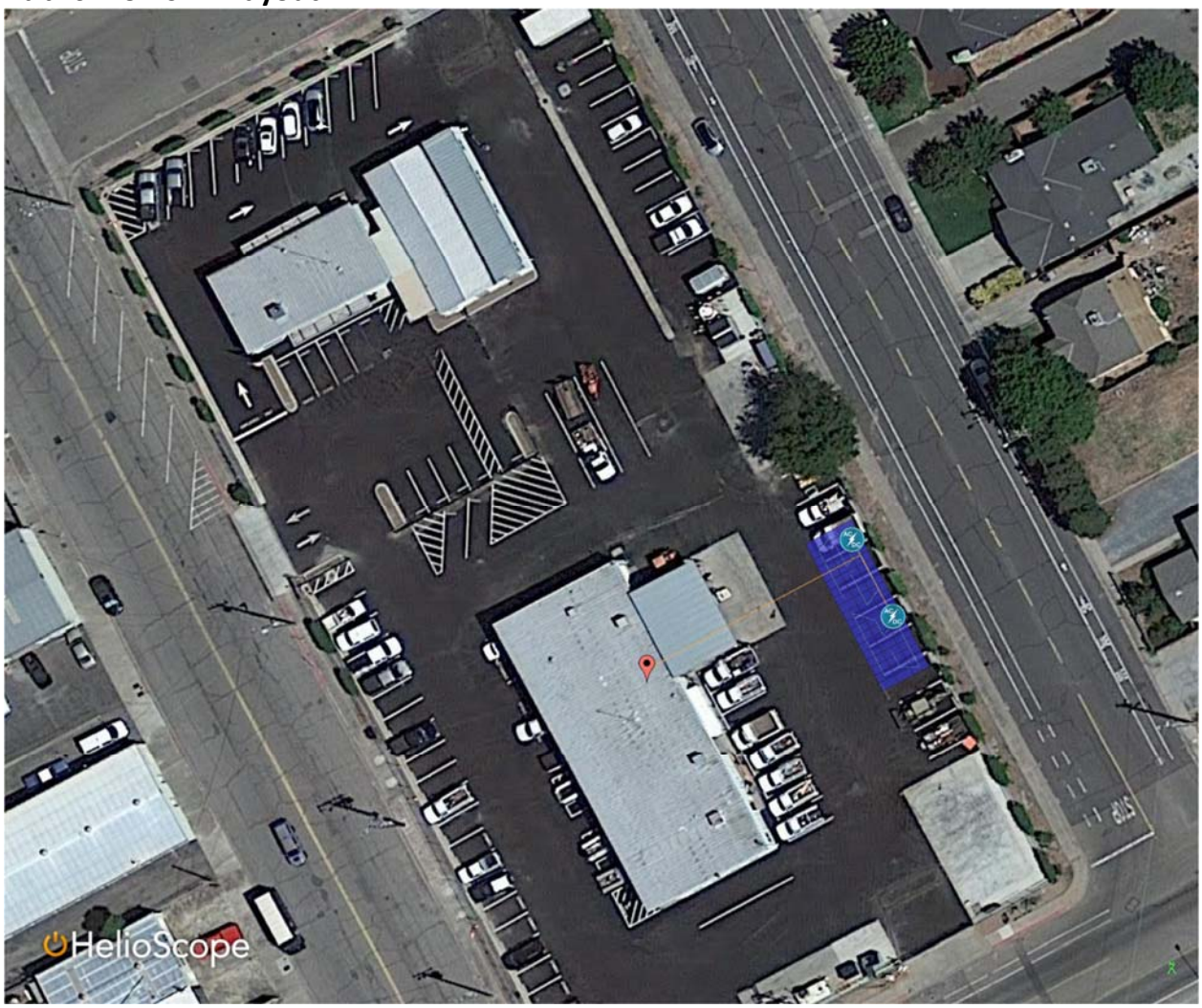
a. Plumbing, Fire Sprinklers, Fire and Life Safety equipment and its components.
b. Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all systems and structure defects repairs/replacements as a result of pre-existing condition.
c. Upgrade of the existing site electrical service capacity.
d. Any upgrades to existing parking lots, sidewalks, etc. unless otherwise included in scope.
e. Structural upgrades and/or shoring of existing rooftops to support solar PV.
f. Drill hole casing, water mitigation, or Rock drilling.
g. Concrete encasement of underground conduit.
h. Hazardous material abatement and/or removal of any kind.
i. Plan Check Fees.
j. Inspector of Record fees.
k. Storm Water Pollution Prevention Plan (SWPPP).
l. Americans with Disabilities Act (ADA) improvements including curb cutting, truncated dome installation, repainting, restriping, or installation of new signs other than what is required for installation of the PV systems or otherwise provided in the scope of work.
m. California Solar Initiative (CSI) Incentive application fees.
n. Tree Mitigation Costs.
o. String level monitoring.
p. Relocation and modification of underground utilities.
q. Premium time (except for utility tie-in).
r. Field painting – lot striping, conduit painting, etc. above and beyond any items altered during construction or otherwise specified in the scope of work.
s. Asphalt (fog, coating, and striping)
t. Operation and Maintenance services.
u. Other Fees (plan check, utility permits, parking, etc.).
v. Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).

w. Any items not specified in this scope.

The Contractor will notify the Customer of any excluded work or repairs which are necessary to the function of the Work as soon as the Contractor becomes aware of such, and before proceeding with related work.

4.14 Site Plans

Public Works PV Layout



Wastewater Treatment Plant (Meter 312708) PV Layout

5.0 USES POWER CONDITIONING DEVICES (POWERSHAVER) SCOPE OF WORK

The Wastewater Treatment Plant contains large capacity 30 horsepower pumps that operate 24/7. As a result, SitelogIQ will be providing electrical power conditioning devices that provide the following benefits

- Power Factor Correction: Reduces energy consumption and equipment wear through increased efficiency.
- Reduced Harmonic Distortion: Reduces harmonic interference to reduce energy consumption and extend equipment life.
- Surge and Spike Protection: Protects electrical equipment from transient surges that are generated inside and outside of facility.
- Voltage Regulation: Regulates voltage to protect motors from internal imbalance, vibration and heat that reduce their lifespan.
- Energy Reduction: Wrap-around magnetic chokes enable wasted magnetic energy to be converted to useful energy which is then supplied to the electrical system.
- Increased Capacity: Increases electrical capacity by reducing wasted current so there is more capacity for working current.
- USES will provide savings by reducing Real Power demand (kW) and consumption (kWh), reducing life cycle maintenance, repair and replacement costs, and improving equipment reliability, all with a relatively quick return on investment.

5.1 Powershaver (USES) Scope of Work

SitelogIQ will provide and install a power factor correction device that will improve the PF by up to 42%. It will be installed on (3) dedicated 30-hp fan motor that runs continuously at the Wastewater Treatment Plant.

- Furnish and install (3) properly sized PF correction units for the subject fan motors.
- As required, circuit breakers will be provided for each power factor correction device.
- Provide and install electrical conduit and wire required for proper system installation.
- Provide and install all necessary bracing and strapping of materials installed for this project.
- Perform a complete start-up and test of new equipment to ensure proper system operation.
- 1+1 warranty (one-year parts and one year labor).

5.2 Powershaver (USES) Scope of Work Exclusions

The impact of the following exclusions has not been estimated in the above scope of work:

- Cutting, concrete cutting or coring, patching, framing, blocking, painting – none are required.

- Electrical permit (not required since it is an equipment maintenance item with no new components being added in series to electrical feed and no existing systems being modified).
- Warranty on all existing systems that are not part of SitelogIQ scope of work and may be subject to pre-existing condition.
- Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- Overtime cost.
- Any items not specified in this scope.

6.0 PROPOSED PROJECT INSTALLATION TIMELINE & COORDINATION

This project will require extensive scheduling and coordination to ensure the efficient implementation of the Work shown herein. Contractor will provide retrofit services in Phases. Each construction Phase will include a complete HVAC, Lighting, and/or PV retrofit at a given building or site.

The Customer shall provide safe access to the buildings and provide the necessary security for staff safety during the rigging and equipment handling process. During the retrofit services, areas of the building designated by Contractor may need to be vacated to ensure the safety of the occupants. It will be the Customer's responsibility to temporarily relocate staff or occupants to other buildings and/or, if needed, provide temporary facilities for the duration of the given phase of each project.

In order to minimize the disruption of Customer's operation, coordination and scheduling items shall include but are not limited to multiple trips to the job site, multiple equipment riggings, temporary relocation of the tenants (staff), etc. Contractor will work with the Customer to develop a detailed project schedule. Once the project schedule is confirmed, Contractor will provide the Customer with a Schedule of Values and a progress payment schedule, which corresponds to the project schedule. The installation of mechanical systems will start upon executing this Agreement and ordering and obtaining necessary equipment, parts and materials needed for installation, as listed in the scope of work. It is anticipated the construction phase of this project would be performed starting November 2020 and completed by November 2021.

Customer and its representatives shall coordinate all the project activities with Contractor's Project Manager only.

6.1 WORK ORDER MILESTONES

Estimated Work Order Milestone Schedule

Milestone	Milestone Date
Notice to Proceed	TBD
Construction Mobilization	Notice to Proceed + 8 weeks
Substantial Completion	Notice to Proceed + 40 weeks
Final Completion	Notice to Proceed + 52 weeks

Contractor shall be given a day-for-day slip in the Work Order Milestone Schedule for a delay in the Funding Date beyond the date shown above.

7.0 FIXED PRICE AMOUNT

The fixed price for this Work Order #2 ("Work Order Price") is **$2,717,943.00**

8.0 PROGRESS PAYMENT SCHEDULE

The Customer shall pay to Contractor the progress payments set forth below when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.

Progress Payments Schedule	
Payment Milestone	**% of Total Task Order Price**
Notice to Proceed	10%
Progress Payments	75%
Substantial Completion	10%
Final Completion	5%

9.0 TERMS AND CONDITIONS

Unless otherwise stated, this Work Order shall be completed within the terms of the Facilities Solution Master Agreement executed on _____ between Famand Inc. dba SitelogIQ, and the City.

[Signatures to follow]

IN WITNESS, WHEREOF, the Parties hereto have duly executed and delivered this Work Order as of the date set forth below.

Famand, Inc (dba SitelogIQ)
a California Corporation

By: _____ Date: _____

Name: Kecia Davison
Title: Vice President, Sales

City of Oakdale,
a California City

By: _____ Date: _____

Name:
Title:

WORK ORDER #3

CARE's Act Scope of Work: Engineered Infection Prevention and Indoor Air Quality Measures

Section 1 General Scope of Work
Section 2 Proposed Project Installation Timeline & Coordination
Section 3 Fixed Price Amount
Section 4 Progress Payment Schedule
Section 5 Terms and Conditions

1.0 SCOPE OF WORK

To improve indoor air quality, all new HVAC units listed in Work Order #2 and below will be equipped with bi-polar ionization device manufactured by GPS. In addition to energy savings, GPS device will help in reducing airborne particles (dust, pollen), odor reduction (VOC's) and pathogen reduction (bacteria, viruses, mold spores). GPS devices have been tested to be effective in inhibiting and eliminating Coronavirus.

City Hall/Police Department		
Proposed GPS Equipment		
Area	**Qty**	**Model**
General	1	GPS-FC48-AC
General	2	GPS-FC48-AC
General	2	GPS-FC48-AC
General	1	GPS-FC48-AC
General	2	GPS-FC48-AC

Public Works		
Proposed GPS Equipment		
Area	**Qty**	**Model**
General	1	GPS-FC48-AC

Animal Control		
Proposed GPS Equipment		
Area	**Qty**	**Model**
General	1	GPS-FC48-AC

Wastewater Treatment Plant		
Proposed GPS Equipment		
Area	**Qty**	**Model**
General	1	GPS-FC48-AC

Glady Lemmons Senior Center		
Proposed GPS Equipment		
Area	**Qty**	**Model**
General	1	GPS-FC48-AC
General	2	GPS-FC48-AC

Fire Station #2		
Proposed GPS Equipment		
Area	**Qty**	**Model**
General	1	GPS-FC48-AC

Youth Center		
Proposed GPS Equipment		
Area	**Qty**	**Model**
General	1	GPS-FC48-AC

Gene Bianchi Community Center		
Proposed GPS Equipment		
Area	**Qty**	**Model**
General	2	GPS-FC48-AC
General	2	GPS-FC48-AC
General	2	GPS-FC48-AC
General	4	GPS-FC48-AC

1.1 Scope of Work Exclusions

The above Scope of Work excludes the following:

- Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all HVAC systems and defects which require repairs/replacements as a result of pre-existing conditions.
- Any and all hazardous materials work, i.e. asbestos, lead etc.
- All work is to be completed during normal working hours. Any request by Customer to change working times may result in a change order for added overtime rates.
- Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- Permit fees, fully engineered plans, reviews and approvals.
- Any items not specified in this Scope.

2.0 PROPOSED PROJECT INSTALLATION TIMELINE & COORDINATION

This project will require extensive scheduling and coordination to ensure the efficient implementation of the Work shown herein. Contractor will provide retrofit services in Phases. Each construction Phase will include an HVAC and EIP retrofit at a given building or site listed above.

The Customer shall provide safe access to the buildings and provide the necessary security for staff safety during the rigging and equipment handling process. During the retrofit services, areas of the building designated by Contractor may need to be vacated to ensure the safety of the occupants. It will be the Customer's responsibility to temporarily relocate staff or occupants to other buildings and/or, if needed, provide temporary facilities for the duration of the given phase of each project.

In order to minimize the disruption of Customer's operation, coordination and scheduling items shall include but are not limited to multiple trips to the job site, multiple equipment riggings, temporary relocation of the tenants (staff), etc. Contractor will work with the Customer to develop a detailed project schedule. Once the project schedule is confirmed, Contractor will provide the Customer with a Schedule of Values and a progress payment schedule, which corresponds to the project schedule. The installation of mechanical systems will start upon executing this Agreement and ordering and obtaining necessary equipment, parts and materials needed for installation, as listed in the scope of work. It is anticipated the construction phase of this project would be performed starting November 2020 and completed by November 2021.

Customer and its representatives shall coordinate all the project activities with Contractor's Project Manager only.

2.1 WORK ORDER MILESTONES

Estimated Work Order Milestone Schedule	
Milestone	**Milestone Date**
Notice to Proceed	TBD
Construction Mobilization	Notice to Proceed + 8 weeks
Substantial Completion	Notice to Proceed + 40 weeks
Final Completion	Notice to Proceed + 52 weeks

Contractor shall be given a day-for-day slip in the Work Order Milestone Schedule for a delay in the Funding Date beyond the date shown above.

3.0 FIXED PRICE AMOUNT

The fixed price for this Work Order #3 ("Work Order Price") is **$47,462.00**

PROGRESS PAYMENT SCHEDULE

The Customer shall pay to Contractor the progress payments set forth below when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.

Progress Payments Schedule	
Payment Milestone	**% of Total Task Order Price**
Notice to Proceed	10%
Progress Payments	75%
Substantial Completion	10%
Final Completion	5%

9.0 TERMS AND CONDITIONS

Unless otherwise stated, this Work Order shall be completed within the terms of the Facility Solutions Master Agreement executed on _____between Famand Inc. dba SitelogIQ, and the City of Oakdale.

[Signatures to follow]

IN WITNESS, WHEREOF, the Parties hereto have duly executed and delivered this Work Order as of the date set forth below.

Famand, Inc (dba SitelogIQ)
a California Corporation

By: _____ Date: _____

Name: Kecia Davison
Title: Vice President, Sales

City of Oakdale,
a California City

By: _____ Date: _____

Name:
Title:

EXHIBIT E
INSURANCE

Contractor Insurance Requirements

1. Required Coverages. Contractor shall carry and maintain with carriers or self-insurance, as a minimum, the following insurance coverage:

    i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars ($1,000,000) for each occurrence and one million dollars ($1,000,000) for each occurrence of bodily injury on a per employee basis;

    ii. Commercial General Liability. Two million dollars ($2,000,000) per occurrence/four million dollars ($4,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations:

    iii. Commercial Automobile Liability, Any Auto. Two million dollars ($2,000,000) per accident including owned, non-owned, and hired automobiles.

    iv. Excess coverage of four million dollars ($4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.

2. Policy Endorsements. Insurance coverage required to be maintained by Contractor under this Agreement shall:

    i. provide a severability of interests or cross liability clause for Commercial General Liability Insurance;

    ii. except in the case of worker's compensation insurance and other statutory insurances where it would be inappropriate, name City and others as may be reasonably required by City, as additional insured's; and to the extent permissible in accordance with the policy, include a waiver of subrogation by the insurers in favor of City and each of its respective assignees, Affiliates, agents, officers, directors, employees, insurers or policy issuers and a waiver of any right of the insurers to any set-off or counterclaim, whether by endorsement or otherwise, in respect of any type of liability of any of the Persons insured under any such policies.

3. Certificates. Contractor shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to City upon City's reasonable request.

City Insurance Requirements

1. Required Coverage. City shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverage:

    i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars ($1,000,000) for each occurrence and one million dollars ($1,000,000) for each occurrence of bodily injury on a per employee basis;

    ii. Commercial General Liability. Two million dollars ($2,000,000) per occurrence/four million dollars ($4,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations:

    iii. Commercial Automobile Liability, Any Auto. One million dollars ($1,000,000) per accident including owned, non-owned, and hired automobiles.

    iv. Excess coverage of four million dollars ($4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.

2. Policy Endorsements. Insurance coverage required to be maintained by City under this Agreement shall provide a severability of interests or cross liability clause for Commercial General Liability Insurance;

3. Certificates. City shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to Contractor upon Contractor's reasonable request.

EXHIBIT F
CERTIFICATE OF SUBSTANTIAL/FINAL COMPLETION AND ACCEPTANCE

The undersigned, City of Oakdale ("the City"), having its office at _____, having entered into the Facility Solutions Agreement ("Agreement") dated _____, with Famand, Inc. (dba SitelogIQ), ("Contractor"), does hereby certify as follows:

1. I am authorized to issue this [Substantial][Final] Completion Certificate on behalf of the City.

2. As of the date hereof, all the requirements for achievement of [Substantial][Final] Completion pursuant to the Agreement have been met.

ACCEPTANCE

Contractor: Famand, Inc. (dba SitelogIQ),

By: _____
Name:
Title:

City:
City of Oakdale
By:_____
Name: Bryan Whitemyer
Title: City Manager

EXHIBIT G
NOTICE TO PROCEED

SitelogIQ, Inc.
1512 Silica Avenue
Sacramento, CA 95815
Kecia Davison, Vice President

Re: Notice to Proceed

Dear Kecia Davison:

This Notice to Proceed is being issued by City of Oakdale ("City") to SitelogIQ, Inc. ("Contractor") pursuant to the 4217 Facility Solutions Agreement, entered into on _____

This Notice to Proceed authorizes the Work described by Exhibit C of the Agreement.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

ACKNOWLEDGED & AGREED TO:

City of Oakdale

Signature:_____
Name:
Title:

Date: _____

Famand, DBA SitelogIQ

Signature:_____
Name: Kecia Davison
Title: Vice President, Sales

Date: _____

Exhibit 2

OPERATIONS & MAINTENANCE AGREEMENT

by and between

City of Oakdale

and

Famand, Inc

(dba SitelogIQ, Inc.)

1512 Silica Avenue

Sacramento, California 95815

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OPERATION AND MAINTENANCE AGREEMENT

This Operation and Maintenance Agreement ("Agreement") is entered into as of _____, between the City of Oakdale, a City organized and existing under the laws of the State of California ("City") and Famand Inc, a California corporation doing business as SitelogIQ, Inc ("Operator").

RECITALS

WHEREAS, Owner intends to construct, install, and commission a small-scale photovoltaic solar electric facilities (individually called System, together called "Systems").

WHEREAS, the Systems will be constructed at various client sites (individually called Site, together called Sites).

WHEREAS, the Systems and Sites are as follows:

System	Site
41.04 kW DC	City of Oakdale-Community Center 110 South Second Ave., Oakdale, CA 95361
134.90 kW DC	City of Oakdale-City Hall 280 North Third Ave., Oakdale, CA 95361
21.66 kW DC	City of Oakdale-Public Works 455 South 5th Ave., Oakdale, CA 95361
31.16 kW DC	City of Oakdale-Senior Center 450 East Street, Oakdale, CA 95361
943.25 kW DC	City of Oakdale-Waste Water Treatment Plant 9700 Liberini Ave, Oakdale, CA 95361

WHEREAS, Famand, Inc., a California corporation ("Installer") and Owner have entered into a Facility Solutions Agreement ("FSA") pursuant to which Installer has agreed to design, construct and deliver the Systems on behalf of Owner; and

WHEREAS, Operator, in its capacity as operator hereunder, has agreed to operate and maintain the Systems under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in Exhibit A; (b) the singular shall include the plural and vice versa; (c) the word "including" shall mean "including, without limitation", (d) references to "Sections" and "Exhibits" shall be to sections and exhibits hereof; (e) the words "herein", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection hereof; and (f) references to this Agreement shall include a reference to all Exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time.

2. SERVICES

2.1. System Services

(a) Throughout the Term of this Agreement, Operator shall provide System Services as set forth in Exhibit B for the Systems.

(b) Operator shall perform an Annual Energy Production Evaluation for each System.

(c) System Services shall be performed in accordance with Industry Standards and Applicable Law for photovoltaic solar projects in California.

(d) All periodic maintenance and inspection services shall be performed at regular intervals as described in Exhibit B

(e) All maintenance and inspection services shall be performed by qualified technical personnel in accordance with the operation and maintenance manuals.

(f) Operator personnel and agents will check-in at offices during business hours prior to beginning Work.

(g) Repair of damaged/vandalized Systems shall be performed by Operator, as directed by Owner, at the rates specified in Exhibit F.

(h) Any other Owner requested services not defined in this Agreement shall be billed at the rates specified in Exhibit F on a time and materials basis.

2.2. Annual Reports and Meeting

Throughout the Term, Operator shall furnish to Owner the annual maintenance/inspection report ("Annual Report") covering all Systems for the twelve-month period ending on December 31 of each calendar year. The first reporting period of the Term shall begin upon Final Completion (as set forth in the FSA) and extend through December 31. The Annual Report shall be submitted

within two (2) months from the period ending. The Annual Report shall include the following:

a. Summary of operations;
b. Weather and energy production data;
c. Calculation of Cumulative Annual Energy Production;
d. System performance data;
e. Reports of any environmental disturbances (e.g. chemical spills);
f. Safety/accident reports;
g. Summary of Additional Services, if any;
h. Maintenance and inspection logs; and
i. Proposal of actions required to be taken by Operator, if any.

2.3. Warranty

(a) Subject to the limitations set forth in this Section 2.3, commencing on the Final Completion Date, and for a period of ten (10) years, Operator warrants that the System will be free from defects in materials and workmanship under normal operating conditions and shall conform to the final System design provided by the Operator under the FSA. If the System has a defect that causes it to fail to conform to any of the foregoing Warranties, Operator will, at its option, either repair or replace the portion of the System that is defective at no cost to the Owner.

Subject to the limitations set forth in this Section 2.3, commencing on the Final Completion Date for each system, Operator shall provide a ten (10) year warranty to protect against defects and undue degradation of electrical generation output of the Solar Plant ("Operator Warranty") in compliance with the California Public Utility Code 387.5(d)(4). Operator Warranty shall include the following:

(i) Ten (10) year warranty to protect Owner against more than 15% degradation of electrical generation output that may occur as a result of faulty installation.

(ii) Ten (10) year warranty to provide for no-cost repair or replacement of a defect not otherwise covered by Manufacturer Warranties provided such defect causes more than fifteen percent (15%) degradation of electrical generation output.

If the System has a defect that causes it to fail to conform to any of the foregoing Warranties, Operator will, at its option, either repair or replace the portion of the Solar Plant that is defective at no cost to the Owner.

(b) This Warranty shall not cover any defects to the extent such defect is caused by any of the following:

(i) Alterations or repairs made to the System by anyone except for Operator or Operator's Subcontractors without Operator's prior written approval;

(ii) Failure of the System to perform caused by legislative, administrative, or executive regulation, order or requisition of the government, local utility or public utilities commission, or any state, provincial or municipal government or official;

(iii) Use of the System by anyone except for Operator or Operator's Subcontractors beyond the scope contemplated in its operating manuals or technical specifications;

(iv) Damage to the System not caused directly or indirectly by Operator or its Subcontractors under any agreement between Operator and Owner;

(v) Damage or property loss to the System caused by third parties including, but not limited to, vandalism and theft.

(vi) Manufacture defects or Return merchandise authorization (RMA) of equipment.

(vii) Force Majeure Events; and

(viii) A change in usage of the Site, which may affect building or site permits and related requirements, without the written approval of Operator, or a change in ownership of building or property and the new owner has not signed an assumption agreement of the terms and conditions herein.

Corrections, repairs, or replacement covering the equipment, materials, and labor as a result of the defects above shall be billed at the rates specified in Exhibit F, on a time and materials basis

(c) The Operator Warranty assumes that all Manufacturer Warranties have been assigned to the Owner under the FSA. Operator's obligations under the Operator Warranty do not apply to defects in materials or equipment provided by Manufacturer Warranty. Operator makes no representation or warranty, and Owner shall seek no recourse from Operator, regarding the warranties of the manufacturers, including, without limitation, the power output of the PV modules.

(d) To the extent that Equipment Warranties cover replacement and/or repair of any System equipment during the Term, it shall be Operator's responsibility under this Agreement to use commercially reasonable efforts to submit, process and pursue, at Operator's sole cost and expense, warranty coverage; provided, however, that, because warranty claims may

need to be submitted in the name of Owner, Owner shall provide such full and complete cooperation as Operator may reasonably require in connection with such submission, processing and pursuit of warranty coverage.

(e) Operator agrees to act as agent on behalf of Owner for purposes of Section 2.3(d). If, in the event the equipment manufacturer denies responsibility for warranty service and Operator is instructed by Owner to pursue action against the equipment manufacturer, whether through litigation or otherwise, Owner shall reimburse Operator for any of the costs, expenses, or repairs incurred by Operator in this context, even if such attempt to recover from the equipment manufacturer fails, provided that such failure is not the result of errors or omissions by Operator. Such costs shall be reimbursed by Owner to Operator within thirty (30) days of receipt of invoice.

(f) This Warranty shall expire ten (10) years (one hundred twenty (120) months) after Final Completion Date for each System.

(g) Except as expressly provided herein or in the Agreement, Operator expressly disclaims any and all warranties of any kind, express, implied or statutory, including without limitation any implied warranties of merchantability and/or fitness for a particular purpose.

2.4. Insurance

Without limiting any of the obligations or liabilities of either of the Parties, each of the Parties shall at all times throughout the Term of this Agreement and any renewal thereof, carry and maintain, or cause to be carried and maintained, at its own expense, such insurances coverage in Exhibit C.

2.5. General Obligations of Owner

Owner shall ensure that Operator and its authorized agents, employees or Subcontractors shall have reasonable access to the Site in order to provide scheduled or unscheduled maintenance activities, maintenance of the grounds, emergency services, or to conduct other System Services, in all cases, to the extent that such activities and/or services are within the scope of this Agreement and are provided in accordance with the terms of this Agreement. Except in the case of an emergency, Operator shall give 48 hours prior written notice to the appropriate client site administrator, whose name and contact information shall be provided to Operator, before any entry onto the Site by Operator's employees, agents or contractors.

2.6. Permits

(a) Subject to Section 2.6(c), Operator shall be responsible, at its sole cost and expense, for procuring, obtaining, maintaining and complying with all Operator Acquired Permits (Exhibit D) required to perform System Services under this Agreement;

(b) Subject to Section 2.6(c), Owner shall be responsible for procuring, obtaining, maintaining and complying with all Owner Acquired Permits (Exhibit D) applicable as of the date hereof. If any new Owner Acquired Permits shall become required for the operation of the System due to a change in the Applicable Law after the date of this Agreement, Owner shall obtain such permits in a timely manner and at its sole cost and expense, except where such additional Owner Acquired Permits arise as a result of any omission, neglect or default of Operator, in which case Operator shall reimburse Owner for any costs or losses arising as a result of or in connection with procuring, obtaining, maintaining and complying with such Owner Acquired Permits.

(c) To the extent that a Party is required to obtain any Applicable Permits, the other Party agrees to cooperate with and assist that Party in obtaining the same and the Party which is required to obtain such Applicable Permits shall reimburse the other Party for its reasonable costs in providing such assistance. Notwithstanding anything in this Agreement to the contrary, Operator shall be required to comply with Applicable Law as in effect on the date of this Agreement at no additional charge to Owner. Following the date of this Agreement, any costs incurred by Operator in performing its obligations hereunder resulting from changes in Applicable Permit conditions or requirements, or changes in Applicable Law, shall be borne by Owner except to the extent it does not involve an increase in the scope of System Services.

2.7. Telephone & Data Communication

Owner shall directly pay any utility or other third party service provider invoices as become due as may be required for Operator's remote access to telephone and/or data communications service available at the Site to the extent necessary for the performance by Operator of System Services under this Agreement. Owner will be responsible for all monthly service charges related to telephone and data communications services.

2.8. Storage

To the extent Operator has established space on the Site and to the extent that any such use is permitted under Applicable Law, Operator may use such space for storing parts and supplies necessary for the performance of System Services. At Operator's option and upon the written approval of Owner, additional storage sheds may be installed at the Site at Operator's expense. Operator must seek and obtain building permits and other local permits and approvals required in connection therewith (which shall be designated as Operator Acquired Permits) and Owner shall reasonably cooperate in obtaining such permits and approvals. Operator shall maintain any space utilized in accordance with this Agreement as if it were part of System Services and shall be required (at its own cost), if requested by Owner, to remove any storage sheds installed at the Site at the end of the Term.

2.9. Duty to Cooperate

Owner shall cooperate with Operator in taking all actions reasonably requested by Operator (i) to ensure that parties with whom Owner has agreements or relationships that are essential to System Services are available and able to perform as contemplated in this Agreement. Owner shall be directly responsible for all utility costs (water, communication, electricity) of the System except to the extent that such costs arise as a result of the omission, neglect or default of Operator.

3. TERM

3.1. Term

(a) The term of this Agreement ("Term") includes the period during which System Services are to be provided for the Systems and shall commence when the first System has achieved Final Completion (as defined in the FSA); and expire (i) one hundred twenty (120) months after the last System has achieved Final Completion.

(b) The Term shall be subject to the provisions of Section 3.2 (Termination).

(c) Termination of this Agreement shall be without prejudice to Operator's right to receive a proportional amount of the Service Fees that have accrued up to the date of Termination.

(d) No later than one hundred eighty (180) calendar days prior to the end of the Term, Owner may request that the Term of this Agreement be extended by an additional period specified in such request. Parties shall negotiate an extension in good faith and in a timely fashion prior to the expiration of the Term, though neither Party shall not be obligated to enter into an extension.

3.2. Termination

(a) Owner may terminate this Agreement in the event of any of the following:

(i) Operator becomes Insolvent; or

(ii) Failure by Operator to perform any of its material obligations under this Agreement, which failure is not remedied within thirty (30) calendar days of written notice of such failure from Owner to Operator; provided that if such failure can be remedied, and (1) such failure cannot reasonably be remedied within such thirty (30) calendar day period, and (2) Operator commences cure of such failure within such thirty (30) calendar day period and thereafter diligently seeks to remedy such failure, then Owner shall not be entitled to terminate this Agreement until such time as Operator ceases all reasonable endeavors to cure such failure unless such failure continues for a period of a ninety (90) calendar days from the original written notice from Owner; or

(iii) A Force Majeure Event occurs which prevents Operator from providing a material part of System Services for a continuous period of at least one hundred eighty (180) calendar days and Owner reasonably concludes such prevention is not reasonably likely to be remedied within a further period of one hundred eighty (180) calendar days. Subject to Section 6.5, Owner shall compensate Operator for all System Services completed prior to the termination date.

(b) Operator may terminate this Agreement in the event of any of the following:

(i) Owner fails to pay to Operator any amounts due under this Agreement (other than any amounts which are the subject of a good faith dispute) within fifteen (15) calendar days of written notice of such failure from Operator to Owner, provided that failure to pay shall not be on account of the negligence or willful action or inaction of Operator; or

(ii) Material breach by Owner of any of its obligations under this Agreement, which materially impairs Operator's ability to perform its obligations under this Agreement, and which breach is not remedied within thirty (30) calendar days of written notice of such failure from Operator to Owner; provided that (1) if such failure can be remedied, and (A) such failure cannot reasonably be remedied within such thirty (30) calendar day period, and (B) Owner commences cure of such failure within such thirty (30) calendar day period, and thereafter diligently seeks to remedy such failure, then Operator shall not be entitled to terminate this Agreement until such time as Owner ceases reasonable efforts to cure such failure unless such failure continues for a period of ninety (90) calendar days from the original written notice from Operator; and (2) failure of Owner to perform its obligations is not on account of the negligence or willful action or inaction of Owner; or

(iii) Owner becomes Insolvent.

(c) Parties may terminate this Agreement, either partially or in whole, by mutual written consent. Termination by mutual consent may be initiated by either Party at any time by written means. Upon such termination, Owner shall compensate Operator for all System Services completed prior to the termination date.

(d) A notice of termination given pursuant to the foregoing provisions of this Section 3.2 ("Termination Notice") shall specify in reasonable detail the circumstances giving rise to the Termination Notice. Except to the extent

otherwise provided herein, this Agreement shall terminate on the date specified in the Termination Notice, which date shall not be earlier than the date upon which the applicable Party is entitled to effect such termination as provided above.

(e) Termination of this Agreement shall not affect any rights or obligations as between the Parties which may have accrued prior to such termination or which expressly or by implication are intended to survive termination whether resulting from the event giving rise to termination or otherwise, including, without limitation, Sections 6.7 and 6.8.

4. SERVICE FEES

4.1. Compensation

As compensation for provision of System Services by Operator, Owner shall pay Operator an annual fee of **forty thousand, seven hundred dollars ($40,700.00)** inflating at 3.0% annually, for each year during the Term ("Service Fees"). Service Fees are due within thirty (30) calendar days of Invoice Date. First annual invoice will be submitted to the Owner upon signed agreement. All subsequent invoices will be submitted annually.

4.2. Late Payments

Overdue payment obligations of Owner hereunder shall bear interest from the date due until the date paid at a rate per annum equal to the rate published by the Wall Street Journal as the "prime rate" on the date on which such interest begins to accrue plus two percent (2%).

4.3. Disputed Payments

In the event that Owner disputes any portion of an invoice submitted by Operator, Owner shall pay the undisputed portion thereof when due. All disputed payments shall be resolved in accordance Section 6.5.

5. OPERATOR'S GUARANTEE

(a) Operator shall conduct and provide to Owner an evaluation each calendar year during the effective Term of the Agreement to determine the Cumulative Annual Energy Production from all the Systems combined.

(b) The Cumulative Annual Energy Production shall be measured for each complete calendar year, January 1 to December 31 ("Annual Production Period"). No evaluation will be performed for the first partial period (Final Completion for all Systems to the first December 31 of the Term) and last partial period (last January 1 of the Term to Term expiration) due to incomplete data.

(c) The Cumulative Annual Energy Production shall be compared to the Expected Annual Energy Production calculated upon Final completion for all the Systems combined to evaluate the performance of the Systems.

(d) Operator hereby guarantees to Owner an energy output of ninety percent (90%) of the Expected Annual Energy Production for the aggregate of the Systems for each Annual Production Period ("Energy Production Guarantee"), subject to the adjustments in Section 5(g), 5(h), 5(i), and 5(j).

(e) The evaluation shall be conducted in accordance with the procedures provided in Exhibit E.

(f) If the Systems fail to meet the Energy Production Guarantee, then within ninety (90) calendar days after the failure is identified, the Operator shall pay the Owner the difference between the Cumulative Annual Energy Production and the Energy Production Guarantee for such period multiplied by the Power Payment **($0.11/kWh)** ("True-Up Refund"). The True-Up Refund shall increase three percent (2%) annually upon commencement of the Term.

(g) If the Cumulative Annual Energy Production is more than one hundred five percent (105%) of the Expected Annual Energy Production, then the Owner shall give a kWh credit to the Operator for every kWh between the measured Cumulative Annual Energy Production and one hundred five percent (105%) of the Expected Annual Energy Production for such Annual Production Period. Operator shall be entitled to apply this credit to any future Annual Production Period at the Operator's sole discretion.

(h) The Expected Annual Energy Production for the combined Systems shall be reduced accordingly for the period of time any System is not in operation in connection with (a) temporary removal of the System, a movement to an alternate location, or a temporary shutdown of the System or any portion thereof; (b) the occurrence of an event of Force Majeure has temporarily impaired or disabled the operation of any System or any portion thereof; (c) Owner interferes with the System; (d) vandalism or theft, (e) Utility caused outages, or (f) any manufacturer defects that cause outages. Operator shall provide and justify data verifying the loss of generation using the System Model defined in Exhibit E.

(i) Operator's Expected Annual Energy Production shall proportionately terminate and be of no further force or effect if any System, or any portion thereof, is subject to a permanent shutdown or an event of Force Majeure occurs, the effect of which to permanently impair or interfere with the operation of the System, or any portion thereof.

(j) The Parties agree that Owner shall avoid activities that result in overshadowing or shading of the Systems in a manner that would prevent

Operator from satisfying its Energy Production Guarantee. In the event the Systems, or any portion thereof, is overshadowed or shaded in a manner that prevents Operator from satisfying its Energy Production Guarantee for any reason beyond the control of Operator, Owner agrees that Operator's Expected Annual Energy Production shall be reduced accordingly. Operator shall provide and justify data verifying the loss of generation using the System Model of the System due to overshadowing or shading.

6. MISCELLANEOUS

6.1. No Partnership

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between or among the Parties or to impose any such obligation or liability upon any Party. No Party shall have any right, power or authority to enter into any contract or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party or Parties.

6.2. Party Representatives

(a) Owner Representative. Owner designates, and Operator agrees to accept, Bryan Whitemyer as "Owner Representative" for all matters relating to Owner's performance under this Agreement. The actions taken by Owner Representative regarding such performance shall be deemed the acts of Owner and shall be fully binding on Owner. Owner may, upon written notice to Operator, change the designated Owner Representative.

(b) Operator Representative. Operator designates, and Owner agrees to accept, Kecia Davison, as "Operator Representative" for all matters relating to Operator's performance under this Agreement. The actions taken by Operator Representative shall be deemed the acts of Operator. Operator may, upon written notice to Owner, change the designated Operator Representative.

6.3. Notices and Demands.

Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing and (a) if personally delivered; (b) three (3) days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (c) if sent by facsimile with confirmation. Mailed notices and facsimile notices shall be addressed as follows to:

Owner:
Name: City of Oakdale
Attention: Bryan Whitemyer, City Manager
Address: 280 North 3rd Ave. Oakdale, CA. 95361

Phone: 209-845-3571
Facsimile: 209-847-6834
Email: bwhitemyer@ci.oakdale.ca.us

With a copy to: City Counsel
Name: Tom Hallinan, City Attorney
Email: tom@churchwellwhite.com

Operator:
Famand Inc., dba SitelogIQ
Attention: Kecia Davison, Vice President, Sales
1512 Silica Ave
Sacramento, CA 95815
Phone: (714) 290-4075
Email: kecia.davison@sitelogiq.com

6.4. Fingerprinting.

Unless exempted, Operator and its Subcontractors shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting of Operator and Subcontractor's employees and representatives who perform Work at the Site.

6.5. Force Majeure Event

(a) Neither Party shall be considered to be in default of its obligations under this Agreement when and to the extent that performance of such obligations is prevented by any Force Majeure Event which arises after the date of this Agreement.

(b) If either Party shall rely on the occurrence of a Force Majeure Event as a basis for being excused from the performance of its obligations under this Agreement, then the Party relying on the event or condition shall (i) provide prompt notice to the other Party of the occurrence of the Force Majeure Event, giving an estimation of its expected duration and the probable impact on the performance of its obligations hereunder; (ii) exercise all commercially reasonable efforts to continue to perform its obligations hereunder; (iii) expeditiously take any action within its reasonable control to correct or cure the Force Majeure Event excusing performance; (iv) exercise all commercially reasonable efforts to mitigate or limit damages to the other Party to the extent such action will not adversely affect its own interests; and (v) provide periodic notices to the other Party with respect to its actions and plans for actions in accordance with (ii), (iii) and (iv) above and promptly notify to the other Party of the cessation of the event or condition giving rise to it being excused from performance.

(c) In the event that Operator is prevented from providing all or part of System Services as a result of a Force Majeure Event for a period of thirty (30) consecutive days and it is reasonably expected that Operator will not be able to resume full performance of System Services within an additional thirty (30) days, Owner shall be entitled to require Operator to reduce the scope of System Services commencing as of the date of such notice by Owner until such time as Operator can demonstrate, to the reasonable satisfaction of Owner, that Operator is able to resume full performance of System Services. As from the date on which Owner reduces System Services until the date on which Operator resumes full performance of System Services, the obligation of Owner to pay the fee pursuant to Section 4 shall be reduced proportionately to take account of the level of System Services that Operator is actually performing.

(d) Operator shall document any Force Majeure Event and its consequences so that costs which are directly attributable to such Force Majeure Event may be claimed by Owner from any insurance carried by Owner.

6.6. Dispute Resolution

(a) Good faith negotiations. In the event that any question, dispute, difference or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), which either Party has notified to the other, senior management personnel from both Operator and Owner shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation, the provisions of Subsections (b), (c) and (d) of this Section shall apply to the extent applicable to the Dispute.

(b) Technical Dispute. Technical Disputes shall be resolved by an independent expert. For the purposes of this Agreement, a "Technical Dispute" shall mean a Dispute regarding whether the System conforms to the Industry Standards related to operation and maintenance. All Technical Disputes shall be resolved on an accelerated basis by a nationally recognized professional expert mutually agreed in writing by Operator and Owner. Parties will share equally in the cost of the independent expert engaged to resolve Technical Disputes.

(c) Non-Binding Mediation. If the Dispute remains unresolved, a Party may require that a non-binding mediation take place with a mediator mutually chosen by Owner and Operator. If Owner and Operator are unable to agree on a mediator, then either may request that the American Arbitration Association (the "AAA") to appoint a mediator. The mediator's fee and expenses shall be paid one-half by Owner, and one-half by Operator. In

any such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three hours with mediator. The obligation to mediate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute; (ii) actions to collect payments not subject to bona fide Dispute; or (iii) claims involving third parties who have not agreed to participate in the mediation of the Dispute. The provisions of this Section 6.5 shall survive any termination of this Agreement.

(d) Attorneys' Fees. The prevailing Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other Party.

6.7. Indemnification.

The Parties hereto agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury and/or damages arising from or in any way connected to the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

6.8. Consequential Damages.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor Operator, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied Warranty.

6.9. Limit of Liability.

To the maximum extent permitted by law, Owner agrees to limit Operator's liability for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Operator to the Owner shall not exceed the equivalent to one (1) year Service Fee as calculated for the first twelve (12) months of the Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.10. Governing Law.

The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any Dispute that is not resolved pursuant to Section 6.5, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Stanislaus County, California and shall comply with all requirements necessary to give such court jurisdiction.

6.11. Tax Matters

Notwithstanding anything to the contrary set forth herein or in any other agreement to which the parties hereto are parties or by which they are bound, the obligations of confidentiality contained herein and therein, as they relate to the transactions described in and contemplated by such agreements, shall not apply to the U.S. Federal tax structure or U.S. Federal tax treatment of the System, and each of the parties hereto (and any employee, representative or agent of any party hereto) may disclose to any and all persons without limitation of any kind, the U.S. Federal tax structure and U.S. Federal tax treatment of such transactions. The preceding sentence is intended to cause the System or the interests in them pursuant to the agreements between the Parties not to be treated as having been offered under conditions of confidentiality for purposes of section 1.6011-4(b)(3) (or any successor provision) of the Treasury Regulations promulgated under Section 6011 of the Internal Revenue Code of 1986, as amended, and shall be construed in a manner consistent with such purpose. In addition, each of the Parties acknowledges that it has no proprietary or exclusive rights to the tax structure of the transactions described in and contemplated by the agreements between the Parties or any tax matter or tax idea related to such transactions.

6.12. Successors and Assigns

(a) Except as set forth in this Agreement, no Party shall be entitled to assign this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which may be withheld in its sole and absolute discretion; provided that nothing herein shall prohibit Owner's Membership Interests from being sold to an Affiliate of Owner, or an entity which has, in whole or in part, common Ownership, directly or indirectly, with the Ownership of Owner.

(b) Notwithstanding the foregoing, (i) Owner shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Operator) to any lenders by way of security for the performance of obligations to such lenders without the consent of Operator; and (ii) Operator shall be entitled to assign its right, obligation, title and interest in and to this Agreement to any of its Affiliates or in connection with a merger or acquisition of Operator. Parties shall provide a written notice at least 30 days prior to assigning the rights, title, and interest in and to this Agreement.

6.13. Announcements and Publications.

Operator shall coordinate with Owner with respect to, and provide advance copies to Owner for review of, the text of any proposed announcements or publications that include any non-public information concerning the Work prior to the dissemination thereof to the public or to any Person other than Subcontractors or advisors of Operator, in each case, who agree to keep such information confidential. If Owner delivers written notice to Operator rejecting any such proposed announcement or publication within two (2) Business Days after receiving such advance copies, the Operator shall not make such public announcement or publication; provided, however, that Operator may disseminate or release such information in response to requirements of Governmental Authority.

6.14. No Waiver

No provision of this Agreement shall be considered waived by either Party except when such waiver is made in writing. The failure of either Party to insist, on one or more occasions, upon strict performance of any of the provisions of this Agreement or to take advantage of its rights hereunder or the delay or failure in exercising totally or partially any right or remedy under this Agreement, shall not be construed as a waiver of any such provisions or the relinquishment of any such rights or any other rights for the future, but the same shall continue and remain in full force and effect.

6.15. Validity.

The provisions contained in each section, subsection and clause of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. The Parties shall, if necessary, negotiate in good faith and make any necessary amendments to ensure the enforceable terms of this Agreement reflect the true intent of the Parties as of the date of execution of this Agreement.

6.16. Priority of Documents.

In the event of conflicting provisions in the Agreement, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment), second, this Agreement, and third, Exhibits.

6.17. Time of Essence.

Time is expressly agreed to be of the essence of this Agreement and each, every and all of the terms, conditions and provisions herein.

6.18. Headings.

The headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

6.19. Binding Effect.

This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs and assigns.

6.20. Counterparts; Signature Pages.

This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.

6.21. Complete Agreement.

(a) This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. No verbal, or written agreement nor conversation with any officer or employee of either Party nor any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except by written amendment signed on behalf of the Owner and Operator by their duly authorized representatives. Any purported oral amendment to the Agreement shall have no effect.

(b) Each Party acknowledges that it has not relied on any representation, warranty, collateral contract or other assurance made by or on behalf of any other party at any time before the signature of this Agreement. Each Party waives all rights and remedies which, but for this clause (ii), might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

[Signature page follows]

As compensation for provision of System Services by Operator, Owner shall pay Operator an annual fee of $40.700 inflating at 3.0% annually, for each year during the Term ("Service Fees"). Service Fees are due within thirty (30) calendar days of Invoice Date. First annual invoice will be submitted to the Owner upon signed agreement. All subsequent invoices will be submitted annually.

IN WITNESS WHEREOF, the Parties have executed this Operation and Maintenance Agreement as of the date first above written.

Owner:	Operator:
City: City of Oakdale Name: Bryan Whitemyer Title: City Manager	Famand, Inc Name: Kecia Davison Title: Vice President, Sales

EXHIBIT A
TO
OPERATION AND MAINTENANCE AGREEMENT

DEFINED TERMS

As used in the attached Agreement, the following terms shall have the meanings set forth below:

Additional Services means any other services not defined in this Agreement which shall be billed at the rates specified in Exhibit F on a time and materials basis.

Affiliate of a specified Person means any Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term "control" of a specified Person including, with correlative meanings, the terms, "controlled by" and "under common control with," means (a) the Ownership, directly or indirectly, of 50% or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through Ownership of voting securities, by contract or otherwise.

Agreement means this Operation and Maintenance Agreement as it may be amended and/or restated from time to time.

Annual Energy Production Evaluation is an analysis which measures and compares the Cumulative Annual Energy Production with the Energy Production Guarantee based on Exhibit E.

Annual Production Period is the period between January 1 and December 31.

Annual Reports has the meaning given in Section 2.2.

Applicable Law shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

Applicable Permits shall mean, collectively, Operator Acquired Permits and the Owner Acquired Permits.

Business Day means a day (other than a Saturday or Sunday) on which banks are generally open in California for normal business.

Cumulative Annual Energy Production means the actual AC electrical output in kilowatt-hours (kWh) for the Annual Production Period as measured and recorded by all the Systems revenue meters and adjusted for meter calibration error, if required.

Energy Production Guarantee is the guaranteed energy production output as defined in Section 5(d).

Expected Annual Energy Production means the expected AC electrical output in kilowatt-hours (kWh) for the Annual Production Period as calculated by the System Model that represents the final design of the Systems and adjusted for annual weather data and degradation.

Force Majeure Event shall mean, when used in connection with the performance of a Party's obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is unforeseeable, or being foreseeable, unavoidable and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, any of the following shall be considered a Force Majeure Event:

(a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;

(b) acts of God, including but not limited to, storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, fires, winds in excess of ninety (90) miles per hour, and objects striking the earth from space (such as meteorites);

(c) acts of sabotage or destruction by a third party (other than any Operator retained by or on behalf of the Party) of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement;

(d) regional or national strikes, walkouts, lockouts or similar industrial or labor actions or disputes; and

(e) acts of any Governmental Authority that materially restrict or limit a Party's performance under this Agreement, including Operator's access to the Site or its activities at the Site.

Governmental Authority shall mean any national, autonomic, state, regional, province, town, city, or municipal government, whether domestic or foreign, or other administrative, regulatory or judicial body of any of the foregoing.

Industry Standards shall mean those standards of care and diligence normally practiced by small-scale solar engineering, construction and installation firms in performing services of a similar nature in jurisdictions in which System Services will be performed and in accordance with good engineering design practices, Applicable Laws, Applicable Permits, and other standards established for such Work. Industry Standards are not intended to be limited to optimum practice or methods to the exclusion of all others, but rather to be a spectrum of reasonable and prudent practices and methods that must take the conditions specific to any given facility into consideration.

Insolvent means (a) a Party shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer or consent seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under the present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency or other relief for debtors, or shall seek or consent to or acquiesce in the appointment

of any trustee, receiver, conservator or liquidator of such party or of all or any Final part of its properties (the term "acquiesce", as used in this definition, includes the failure to file a petition or motion to vacate or discharge any order, judgment or decree within fifteen (15) days after entry of such order, judgment or decree); (b) a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against a Party seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy act, or any other present or future applicable Federal, state or other statute or law relating to bankruptcy, insolvency or other relief for debtors, and such party shall acquiesce and such decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or a trustee, receiver, conservator or liquidator of such party shall be appointed with the consent or acquiescence of such party and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days, whether or not consecutive; (c) a Party shall admit in writing its inability to pay its debts as they mature; (d) a Party shall give notice to any Governmental Authority of insolvency or pending insolvency, or suspension or pending suspension of operations; or (e) a Party shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

Installer shall mean the contractor responsible for the procurement, installation, startup, and testing of the System under separate contract with the Owner.

Manufacturer Warranty shall mean all warranties provided by the equipment manufacturers and assigned to Owner under the FSA..

O&M Manual shall mean the set of System operational and maintenance documents provided by the Installer to the Owner and by the Owner to the Operator for the purpose of instruction in the operation and maintenance needs of the System and its components.

Operator has the meaning given in the preamble to this Agreement.

Operator Acquired Permits shall mean those permits set forth in Exhibit D hereto.

Operator Representative shall mean the representative of Operator appointed pursuant to Section 6.2(b).

Owner has the meaning given in the preamble of this Agreement.

Owner Acquired Permits shall mean those permits set forth in Exhibit D hereto.

Owner Representative shall mean the representative of Operator appointed pursuant to Section 6.2(a).

Parties means each of Operator and Owner.

Party means either Operator or Owner.

Permits shall mean, collectively, Operator Acquired Permits and the Owner Acquired Permits.

Person means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association, or Governmental Authority.

Power Payment shall have the meaning set forth in Section 5.

Site has the meaning given in the Recitals of this Agreement.

Subcontractor means any person to whom Operator subcontracts any of its obligations under this Agreement pursuant to a Subcontract, including the Suppliers and any person to whom such obligations are further subcontracted of any tier.

Final Completion shall have the meaning defined in the Facility Solutions Agreement between Operator and Owner.

System has the meaning set forth in the Recitals.

System Services means, collectively, the services set forth in Exhibit B.

Technical Dispute has the meaning given in Section 6.6(b).

Term has the meaning given in Section 3.1(a).

Termination Notice has the meaning given in Section 3.2(c).

True-Up Refund has the meaning given in Section 5(f).

True-Up Fee has the meaning given in Section 5(g).

Warranty means the Warranty Requirements set forth in the California Public Utilities Commission California Solar Initiative Program Handbook dated December 2011 (Section 2.4 – Warranty Requirements).

EXHIBIT B
TO
OPERATION AND MAINTENANCE AGREEMENT

SYSTEM SERVICES

Annual Inspection Services

Complete inspection, system maintenance, and recommissioning services in each year of this agreement term as detailed below. Report inspection finding, required repairs, and repair recommendations, including estimated costs for each maintenance visit. As part of our system maintenance, the following services will be completed and reported to the Customer during the Annual report period.

a) Visual Inspection

a. Visually inspect structures, arrays, and enclosures for excessive wear, damage, defects, rust/corrosion, etc.
b. Verify new and/or existing shade concerns for the photovoltaic array.
c. Verify module cleanliness and/or soiling issues; perform washing if requested by Customer.
d. Verify that all signage and placards are firmly attached and legible.
e. Verify condition of all wall & pad mounted switchgear, meters and inverters for corrosion and security of attachment to wall/structure/pad, etc. Note any new access issues.
f. Verify condition of ac and dc disconnect(s).
g. Confirm that the System is on line and that the output is at the expected level.
h. Confirm that the monitoring system is in service and functioning properly.

b) Photo Documentation

a. Take digital photos of all major system components
b. Submit digital images along with checklist and other documentation following visit.

c) Array – Structure & Modules

a. Complete inspection of array.
b. Inspect and tighten structure ground bonding straps/fasteners.
c. Verify secure module attachment by random torque testing or visual test.
d. Verify condition of racking hardware connections, splices, etc.
e. Verify condition of inter-module array wiring for aging and corrosion.
f. Inspect visible random sampling of wiring connections.
g. Inspect visible conduit system.

d) Electrical Connection – Inverters & Combiner Box

a. Verify condition of inverters.
b. Note condition of all circuit boards and electrical components.
c. Check Voc & Isc of all strings (if required).
d. Verify that all manufacturer updates and service bulletins have been performed.

e. Coordinate inverter manufacturer service, if necessary.
f. Perform all electrical connection torque tests.
g. Inspect and clean heatsink, if applicable.
h. Inspect and clean inverter exhaust fan a vents.
i. Inspect and tighten connectors and lugs (inverter, transformer, disconnects).
j. Oil and lubricate disconnects.
k. Check all fuses for cleared fuse and replace any cleared fuses.
l. Verify condition of wire transition junction boxes for weatherproofing, corrosion, and security of internal wiring connections.
m. Verify condition of all DC and AC conduits and connections.
n. Verify interior and exterior condition of DC combiner box(es).

e) Data Acquisition System (DAS)

a. Clean all instrumentation and sensors and lubricate moving parts.
b. Inspect and tighten connections.
c. Check input signals.
d. Confirm that pyranometer/sensor is aligned with the plane of the PV array.
e. Log kWh readings from Inverters to meters, and compare data in a 24-hour increment to monitoring system to verify proper calibration of meters and monitoring system.
f. Check calibration of the weather station instruments, as necessary.

System Services Not Included

a. Weed abatement around array and immediate vicinity.
b. Repair of fencing.
c. Repair, replacement, or cleaning due to vandalism, theft, or accidental damage.
d. Repair or replacement of light bulbs or lighting fixtures.
e. Repairs not explicitly defined in this Exhibit B.
f. Any services not included in this Agreement.
g. Repairs not stated in the Agreement or in the FSA (Contractor Warranty) are considered Additional Services and shall be billed on a time and materials basis per the rates in Exhibit F.

EXHIBIT C
TO
OPERATION AND MAINTENANCE AGREEMENT

INSURANCE

Operator Insurance Requirements

1. Required Coverages. Operator shall carry and maintain with carriers or self-insurance, as a minimum, the following insurance coverages:

    i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars ($1,000,000) for each occurrence and one million dollars ($1,000,000) for each occurrence of disease on a per employee basis;

    ii. Commercial General Liability. One million dollars ($1,000,000) per occurrence/two million dollars ($2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations:

    iii. Commercial Automobile Liability, Any Auto. One million dollars ($1,000,000) per accident including owned, non-owned, and hired automobiles.

    iv. Excess coverage of four million dollars ($4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Operator.

2. Policy Endorsements. Insurance coverages required to be maintained by Operator under this Agreement shall:

    i. provide a severability of interests or cross liability clause for Commercial General Liability Insurance;

    ii. except in the case of worker's compensation insurance and other statutory insurances where it would be inappropriate, name Owner and others as may be reasonably required by Owner, as additional insured's; and to the extent permissible in accordance with the policy, include a waiver of subrogation by the insurers in favor of Owner and each of its respective assignees, Affiliates, agents, officers, directors, employees, insurers or policy issuers and a waiver of any right of the insurers to any set-off or counterclaim, whether by endorsement or otherwise, in respect of any type of liability of any of the Persons insured under any such policies.

3. Certificates. Operator shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage's specified in this Attachment C to Owner upon Owner's reasonable request.

Owner Insurance Requirements

1. Required Coverages. Owner shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverages:

    i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars ($1,000,000) for each occurrence and one million dollars ($1,000,000) for each occurrence of disease on a per employee basis;

    ii. Commercial General Liability. Two million dollars ($2,000,000) per occurrence/four million dollars ($4,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations:

    iii. Commercial Automobile Liability, Any Auto. One million dollars ($1,000,000) per accident including owned, non-owned, and hired automobiles.

    iv. Property Risk Insurance. Amount equal to the replacement value of the Systems for loss or damage to the System by fire and lightning, vandalism, theft, malicious mischief, and extended coverage endorsement for all risks of physical loss.

    v. Excess coverage of four million ($4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Operator.

2. Policy Endorsements. Insurance coverages required to be maintained by Owner under this Agreement shall provide a severability of interests or cross liability clause for Commercial General Liability Insurance;

3. Certificates. Owner shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage's specified in this Attachment C to Operator upon Operator's reasonable request.

EXHIBIT D
TO
OPERATION AND MAINTENANCE AGREEMENT

PERMITS

Operator Required Permits

No Operating Permits Required

Owner Required Permits

No Operating Permits Required

EXHIBIT E
TO
OPERATION AND MAINTENANCE AGREEMENT

ANNUAL ENERGY PRODUCTION EVALUATION

Cumulative Annual Energy Production Measurement

The Cumulative Annual Energy Production is the actual AC electrical output in kilowatt-hours (kWh) for the Annual Production Period as measured and recorded by all of the Systems revenue meter(s) and adjusted for meter calibration error, if required.

Expected Annual Energy Production Calculation

At the completion of each Annual Production Period, the Operator shall update the software model of the Systems to calculate the Expected Annual Energy Production of the Systems for that period for comparison with the Cumulative Annual Energy Production of the same period. Operator shall use the final software model developed by the Installer as part of the FSA ("System Model").

The model shall use the actual meteorological data from the System weather station at the Site. The calibration of the weather station instruments shall be checked as recommended by the manufacturer by a qualified testing agency using test instruments traceable to recognized national calibration standards. A report of the instrument calibration status shall be prepared by the testing agency detailing any deviation in meter values from the standard outside of the meter manufacturer's acceptable range. Data affected by instruments found out of calibration may be reviewed and adjusted by mutual agreement between the Owner and Operator.

The input values used in the System Model shall include the following parameters based on the final installed System:

- Albedo
- Module orientation
- Shading
- Equipment models and configuration
- Module thermal parameters
- Ohmic losses
- Module quality and mismatch losses
- Soiling losses, adjusted for calendar month and washing frequency
- IAM losses

Hidden parameters and preferences within the model shall remain at default values unless noted and justified. All input parameter values and assumptions shall be provided with the model for review, and shall remain consistent from year to year.

The following factors shall be adjusted in the System Model each year of operation:

- Actual weather data for the Annual Production Period

- Manufacturer Module degradation factors (Manufacturer Module Power Output Warranty)
- Adjustments per Section 5(g), 5(h), 5(i), and 5(j)

The final model calculation shall detail the Expected Annual Energy Production on an hourly basis (8760 hours per year) in addition to a total output value in kilowatt-hours (kWh).

Annual Energy Production Evaluation

The measured Cumulative Annual Energy Production value for the System shall be compared with the calculated Expected Annual Energy Production value and evaluated as described in Section 5, Operator's Guarantee, of this Agreement.

A. Modeled Annual Energy Production Calculation

The temperature-derate model used by Operator to determine the modeled level of production a system. The system losses, DC system size, CEC inverter efficiency, and the panel temperature coefficient is the accumulation of losses, degradation rates, and efficiencies which are evaluated on an annual basis. These losses are initially calculated upon project commissioning and will only be re-calculated if components fail, degrade, or are changed. Cell temperature and POA irradiance are real-time calculations based on measurements from a reference cell.

Our system model is a combination of system specifications, estimated soiling, shade expectations, degradation expectations. This model is calculated by using the single line as-built plans and a production summary report from HelioScope and are re-evaluated for accuracy on an annual basis. The Modeled Energy equation is:

$$Modeled\ Energy(kW\ AC) = \sigma \times (1 - S) \times \frac{I}{1000} \times P \times (1 + \gamma \times (T - 25))$$

Where:

T = Cell Temperature
S = System Model Loss
I = POA Irradiance
P = DC System Size
σ = CEC Inverter Efficiency
γ = Temperature Coefficient of the Panel

This modeled production will be compared to actual measured production to calculate operational performance of the system. Unplanned system outages and soiling above expectations will be evaluated and included in system losses.

EXHIBIT F
TO
OPERATION AND MAINTENANCE AGREEMENT

RATES FOR ADDITIONAL SERVICES

2020 RATE SCHEDULE

Maintenance Services	
Lead Technician	*$140*
Electrician	*$140*
Laborer	*$80*
Professional and Technical Services	
Project Manager/Engineer	*$175*
Project Assistant	*$80*

Other Costs

1. *Cost per truck roll for services above and beyond this agreement to be invoiced at time and materials (T&M) rate listed above and dispatched per Customer's request.*
2. *Daily/Saturday Overtime will be billed at 1.5 times the hourly rates. Sunday/Holiday Overtime will be billed at 2 times the rates.*
3. *Direct Expenses (non-equipment) will be billed at cost plus 10%.*
4. *Mileage will be billed at the published IRS mileage rates in effect.*
5. *Travel time to and from Customer sites will be billed at hourly rates shown above.*
6. *Federal published per diem rates (GSA) will apply if applicable.*
7. *Subcontractors will be billed at invoice price plus 15%.*
8. *Rates will escalate at 3% per calendar year.*

EXHIBIT G
TO
OPERATION AND MAINTENANCE AGREEMENT

ENERGY REPORTING AND MANAGEMENT SERVICES

An energy specialist will provide the following services:

ENERGY MANAGMENT

Responsibility is to improve energy efficiency by evaluating our client's energy use and help craft energy policies, strategies, programs, and support energy measures.

- Evaluate the Client's energy use and offer assistance for energy saving policies, strategies, and programs.
- Quarterly utility bill analysis and energy monitoring report.
- Annual utility rate analysis for all electric service accounts to ensure and optimize utility cost.
- Work with Client staff to update existing lighting and mechanical HVAC controls systems settings including updating set points and holidays on thermostats/controls to increase and maintain savings.

QUARTERLY REPORT CREATION AND UPDATE

- Develop quarterly utility summary report in coordination with client's needs
- Update and deliver quarterly report to client with Energy Engineer review of trends, interval data usage, and anomalies.
- Develop and create an external accessible dashboard for communication with key stakeholders, staff, or customers about projects and performance.

ECAA ENERGY REPORTING SERVICES

- Complete documentation and reporting to the California Energy Commission (CEC) to meet California Energy Conservation Assistance Act (ECAA) project annual progress and final reporting requirements.
- SitelogIQ will use available methods developed by the CEC including program calculators and reporting forms for project energy savings to meet program requirements.

CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Date: August 3, 2020

To: Mayor J.R. McCarty and Members of the City Council

From: Bryan Whitemyer, City Manager

Subject: **Review and Approve the Final Project Scope of Work for the SitelogIQ Comprehensive Facility Solutions Program and Energy Conservation Project**

I. BACKGROUND

At the July 6, 2020 City Council meeting the City Council approved the preliminary SitelogIQ Comprehensive Facility Solutions Program and Energy Conservation Project (EC Project) scope of work, authorized SitelogIQ and the City Manager to complete and submit all necessary documents and application for the California Energy Commission (CEC) Energy Conservation Assistance Act (ECAA) Loan program and Tax-Exempt Municipal Lease (TEML), and found that the activity funded by the ECAA Loan to be exempt from the California Environmental Quality Act (CEQA). Over the last few weeks SitelogIQ has continued to review and enhance the scope of work for the EC Project. The scope of work has been finalized and staff is requesting that the City Council review and approve the final scope of work for the project.

Final EC Project Scope:

Site	Original Prelim Scope of Work				Final ECM Breakdown				NOTES
	Lighting	HVAC	Solar	Misc. ECM's	Lighting	HVAC	Solar	Misc. ECM's	
City Hall & Police Department	Interior Lighting/Exterior Lighting	(12) Units replacement	140.6 kW Solar	-	X	X	X		(8) HVAC units replacement, 1 unit already replaced. Solar System size reduced to 134.9 kW. City Hall Interior lighting Only.
City Council Chamber Hall	Interior/Exterior Lighting	-	-	-	X	-	X	-	No change. Includes solar, as part of City Hall/Police Dept
Fire Station #1	Interior/Exterior Lighting	-	-	-	-	-	-	-	Lighting scope removed
Fire Station #2	Interior/Exterior Lighting	(1) 3.5t Intherterm HP	-	-	-	X	-	-	Lighting scope removed. (1) 3.5-ton HP removed from orginial scope (no HP on site), larger (1) 4-ton split added
Public Works Eng. Maint Office	Interior/Exterior Lighting,	(1) 3.5t Bard	21.66 kW Solar	-	X	X	X	-	No change.
Airport	Interior/Exterior Lighting	(1) 3.5t Rheem split	-	-	X	X	-	-	(1) 3.5-ton split removed from original scope since it was in privately owned hangar. Hangers L-1, L-2 added to scope
Old Corp Yard/ Parks Division	Interior Lighting	-	-	-	X	-	-	-	REMOVED OPTION for (1) Old 2 Ton Bard at Parks Building
WWTP	Interior/Exterior Lighting	(1) 5t split	944.24 kW Solar	Powershaver	X	X	X	X	Changed to Single Axis Tracker Solar PV System
Animal Control Shelter	Interior/Exterior lighting	(1) 3t Bard HP	-	-	X	X	-	-	(1) 3-ton HP changed to (1) 3.5-ton HP
Youth Center Bldg.	Interior Lighting	(1) 4t split	-	-	X	X	-	-	(1) 4-ton split changed to (1) 5-ton Split
Gladys Lemmons Senior Center	-	(1) 5t splits	31.16 kW Solar	-	-	X	X	-	(2) additional units added to scope- (3) units total
Gene Bianchi Community Center	Interior/Exterior Lighting	-	45.22 kW Solar	-	X	X	X	-	Solar system size decreased from 45.22 kW to 41.04 kW. Added (10) unit replacements
Bridle Ridge	406 Exterior Light Replacement	-	-	-	X	-	-	-	Now 447 exterior light replacements

II. FISCAL IMPACT

The final proposed project has an estimated cost of $5,717,943 and will produce 1st year annual savings of approximately $347,470. Subsequent years will produce greater annual savings (Attachment B). In order to fund this project, it is proposed that the City work with SitelogIQ to apply for a 1% interest rate loan of $3,000,000 through the CEC ECAA Loan Program and the remaining $2,717,943 will be financed through a Tax-Exempt Municipal Lease (TEML). It is anticipated that the project will produce a net project savings over 30 years of approximately $11,392,405 if you assume an energy cost escalation rate of 4%. If the energy cost escalation rate ends up at 5% then the project savings over 30 years increases by$3,774,493 to $15,166,898. Below is a summary of the costs and ultimate savings of the proposed project at the 4% escalation rate.

4% Energy Cost Escalation Rate

Project Savings	
Total ECAA Loan Payments	$3,277,160.81
Total TEML Payments	$3,710,080.00
Total Solar O&M	**$1,936,319.42**
Total Projecct Costs over 30 Years	**$8,923,560.23**
Project Savings	**$19,587,601.11**
Maintenance/Avoided Cost Savings	**$728,364.34**
Total Project Savings Over 30 Years	**$20,315,965.45**
Net Project Savings Over 30 Years	**$11,392,405.22**

5% Energy Cost Escalation Rate

Project Savings	
Total ECAA Loan Payments	$3,277,160.81
Total TEML Payments	$3,710,080.00
Total Solar O&M	**$1,936,319.42**
Total Projecct Costs over 30 Years	**$8,923,560.23**
Project Savings	**$23,362,093.68**
Maintenance/Avoided Cost Savings	**$728,364.34**
Total Project Savings Over 30 Years	**$24,090,458.02**
Net Project Savings Over 30 Years	**$15,166,897.79**

Timeline for Project Deliverables:

Item:	Date:
Present Preliminary Project to City Council and Review and Approve Letter of Agreement (LOA)	May 4, 2020
Collaborate With City and Tailor Project	June 24, 2020
Present Final Project to City Staff & Special Committee	July 16, 2020
Apply for Financing, Grants, Rebates etc.	July 27, 2020
Post 2 Week Notice for 4217 Project & Financing	July 22, 2020
City Council Public Hearing for 4217 Project & Financing	August 17, 2020
Contract Negotiations	July 27 – August 17, 2020
City Council Review and Approval of Contract	August 17 or September 8, 2020
Ground-Breaking Ceremony	TBD, 2020

III. RECOMMENDATION

Staff recommends that the City Council approve the Final EC Project Scope of work as proposed.

IV. ATTACHMENTS

Attachment A: SiteLogIQ Presentation
Attachment B: 4% Energy Cost Escalation Projection
Attachment C 5% Energy Cost Escalation Projection

COMPREHENSIVE FACILITY SOLUTIONS (FS) PROGRAM
CUSTOM TAILORED FOR THE CITY OF OAKDALE

INTRODUCTIONS

Jessica Ritter
Governmental Relations, ESCO West

Dr. Eddie Jordan, P.E., PhD.
Director, ESCO West, Project Development

Core Values

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WHO WE ARE

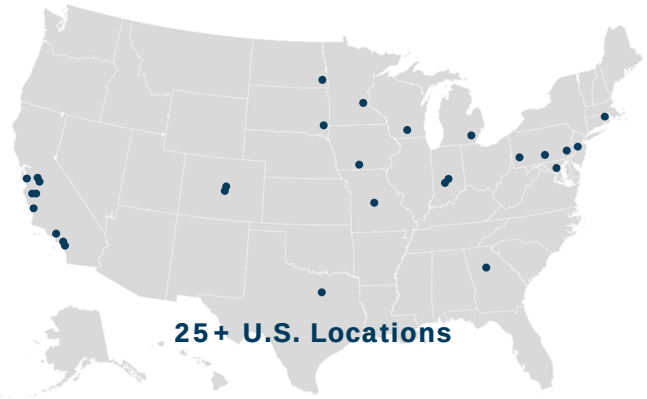
Delivering world-class energy and infrastructure solutions **for State and Local Governments.**

600+
Employees

11,000
Customer Sites

$5 Billion
Constructed

$1 Billion Saved
in Energy & Ops



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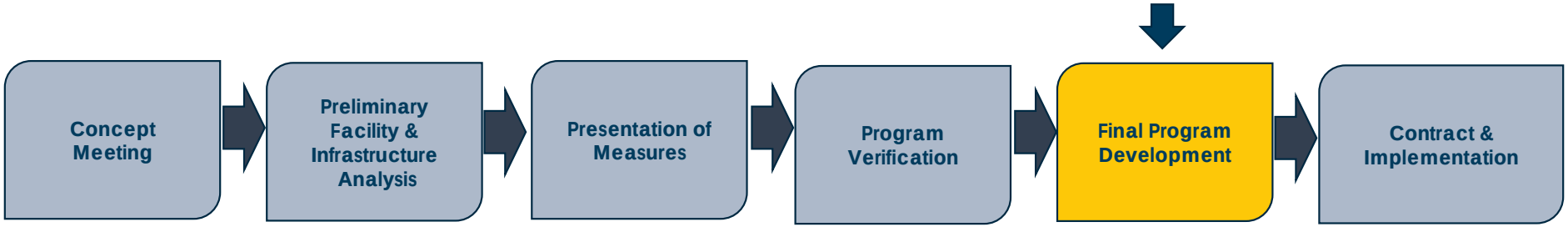
OUR PROVEN FACILITY SOLUTIONS (FS) PROGRAM



- Challenges/ Trends
- City Profile
- Identify Goals & Objectives
- Action Plan

- Collect square footages of your facilities.
- Collect and analyze your utility cost and consumption data.
- Identify any existing technical issues or deferred maintenance scope items..
- Sustainability Initiatives
- Future Operating Plans

- Select Scope of Work Measures to include in the process moving forward.
- Estimated Savings
- Estimated Implementation Costs
- Estimated Greenhouse Gas Emissions

- Verify Detailed Scope of Work
- Apply for Loan
- Identify and Apply for Rebates, Grants and Incentives
- Confirm Schedule
- Review Financial Performance
- Draft Program Contract Review

- Finalize Funding Solutions
- Post Two Week Notice for CA Government Code 4217 Compliance
- Public Hearing & Resolution During Regularly Scheduled Board Meeting
- Guaranteed Savings
- Guaranteed Fixed/Firm Price

- Execute Contract
- Implementation
- Measurement & Verification
- Energy Manager Services (EiQ)

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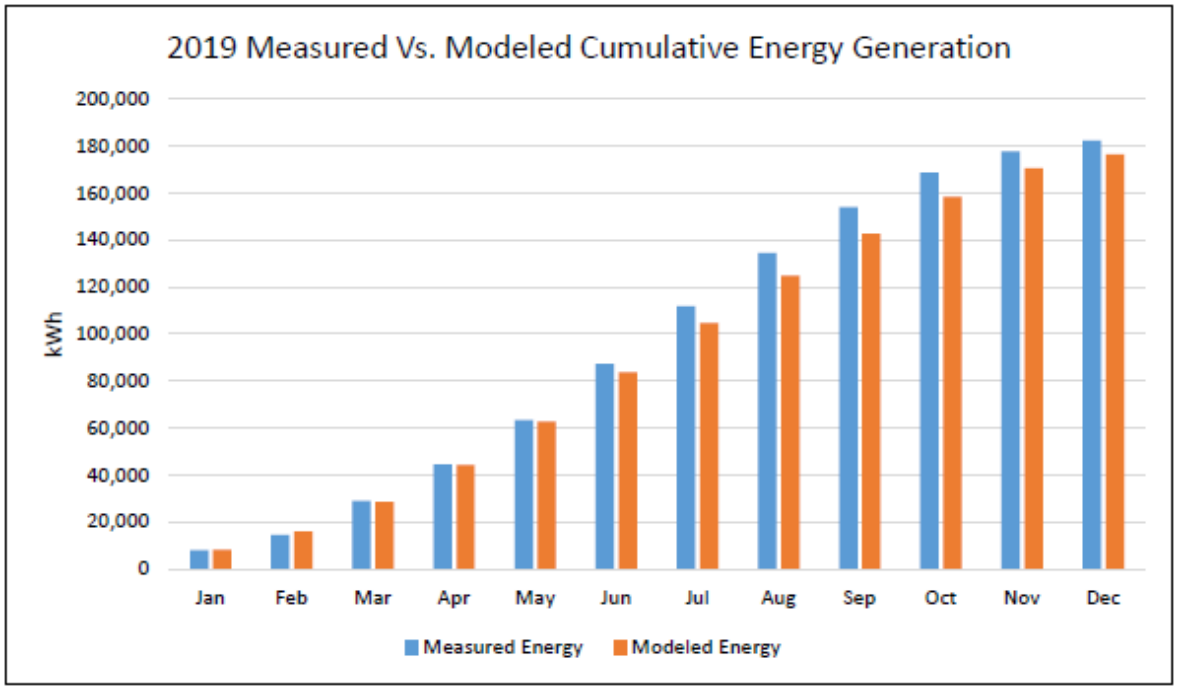
PERFORMANCE GUARANTEE PROJECT EXAMPLES

Redding USD – 130.8 kW DC Solar System



True-Up Period	Year	Measured	Modeled	Expected	Performance
0*	2016	118,059 kWh	102,846 kWh	121,633 kWh	114.8%
1**	2017	176,196 kWh	156,146 kWh	189,616 kWh	112.8%
2	2018	174,183 kWh	164,189 kWh	188,275 kWh	106.1%
3	2019	182,341 kWh	177,054 kWh	186,934 kWh	103.0%

Year	Total (kWh)			District Performance
	Expected	Modeled	Measured	
2016*	121,633	102,846	118,059	114.8%
2017**	189,616	156,146	176,196	112.8%
2018	188,275	164,189	174,183	106.1%
2019	186,934	177,054	182,341	103.0%
TOTAL	686,458	600,235	650,779	108.4%

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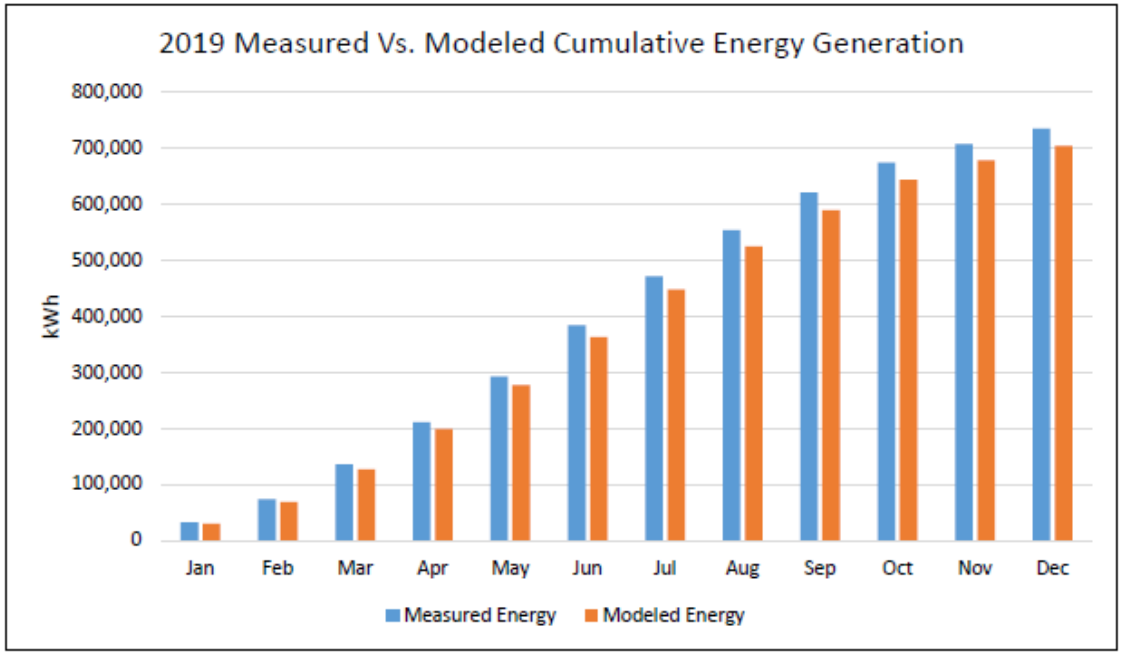
PERFORMANCE GUARANTEE PROJECT EXAMPLES

Los Banos USD - 458.2 kW DC Solar Array



Year	Total (kWh)			District Performance
	Expected	Modeled	Measured	
2016*	177,953	174,576	180,160	103.2%
2017	706,865	702,781	718,865	102.3%
2018	701,483	684,139	718,489	105.0%
2019	696,535	704,231	735,431	104.4%
TOTAL	2,282,836	2,265,727	2,352,945	103.8%

True-Up Period	Year	Measured	Modeled	Expected	Performance
0*	2016	180,160 kWh	174,576 kWh	177,953 kWh	103.2%
1	2017	718,865 kWh	702,781 kWh	706,865 kWh	102.3%
2	2018	718,489 kWh	684,139 kWh	701,483 kWh	105.0%
3	2019	735,431 kWh	704,231 kWh	696,535 kWh	104.4%

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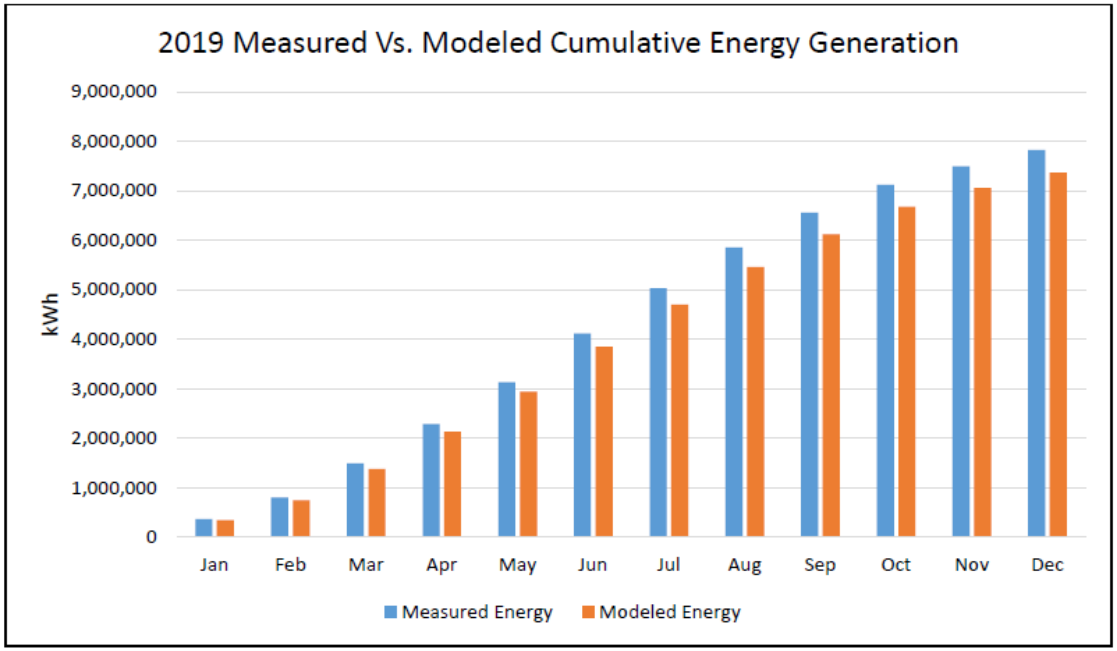
PERFORMANCE GUARANTEE PROJECT EXAMPLES

Panama Buena Vista USD – 24 Site combined 5,050 kW DC Solar System



Year	Total (kWh)			District Performance
	Expected	Modeled	Measured	
2017*	5,527,641	7,120,709	7,485,415	105.1%
2018	7,443,515	7,040,441	7,275,629	103.3%
2019	7,569,740	7,402,213	7,850,012	106.0%
TOTAL	20,540,896	21,563,363	22,611,056	104.9%

True-Up Period	Year	Measured	Modeled	Expected	Performance
0*	2017	5,527,641 kWh	7,120,709 kWh	7,485,415 kWh	105.1%
1	2018	7,443,515 kWh	7,040,441 kWh	7,275,629 kWh	103.3%
2	2019	7,569,740 kWh	7,402,213 kWh	7,850,012 kWh	106.0%

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COMPLETE PROJECT SCOPE FOR THE CITY OF OAKDALE

Solar Arrays – (5) Sites combined (1,173.15 kW DC) Total

HVAC Replacements – (7) Sites (26) Units Total

Lighting Retrofits – (11) Sites (1,889) Lamps Total

Powershavers – (1) Site (3) Powershavers Total @ WWTP

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SOLUTIONS FOR THE CITY OF OAKDALE

Site	Original Prelim Scope of Work				Final ECM Breakdown				NOTES
	Lighting	HVAC	Solar	Misc. ECM's	Lighting	HVAC	Solar	Misc. ECM's	
City Hall & Police Department	Interior Lighting/Exterior Lighting	(12) Units replacement	140.6 kW Solar	-	X	X	X		(8) HVAC units replacement, 1 unit already replaced. Solar System size reduced to 134.9 kW. City Hall Interior lighting Only.
City Council Chamber Hall	Interior/Exterior Lighting	-	-	-	X	-	X	-	No change. Includes solar, as part of City Hall/Police Dept
Fire Station #1	Interior/Exterior Lighting	-	-	-	-	-	-	-	Lighting scope removed
Fire Station #2	Interior/Exterior Lighting	(1) 3.5t Intherterm HP	-	-	-	X	-	-	Lighting scope removed. (1) 3.5-ton HP removed from orginial scope (no HP on site), larger (1) 4-ton split added
Public Works Eng. Maint Office	Interior/Exterior Lighting,	(1) 3.5t Bard	21.66 kW Solar	-	X	X	X	-	No change.
Airport	Interior/Exterior Lighting	(1) 3.5t Rheem split	-	-	X	X	-	-	(1) 3.5-ton split removed from original scope since it was in privately owned hangar. Hangers L-1, L-2 added to scope
Old Corp Yard/ Parks Division	Interior Lighting	-	-	-	X	-	-	-	REMOVED OPTION for (1) Old 2 Ton Bard at Parks Building
WWTP	Interior/Exterior Lighting	(1) 5t split	944.24 kW Solar	Powershaver	X	X	X	X	Changed to Single Axis Tracker Solar PV System
Animal Control Shelter	Interior/Exterior lighting	(1) 3t Bard HP	-	-	X	X	-	-	(1) 3-ton HP changed to (1) 3.5-ton HP
Youth Center Bldg.	Interior Lighting	(1) 4t split	-	-	X	X	-	-	(1) 4-ton split changed to (1) 5-ton Split
Gladys Lemmons Senior Center	-	(1) 5t splits	31.16 kW Solar	-	-	X	X	-	(2) additional units added to scope- (3) units total
Gene Bianchi Community Center	Interior/Exterior Lighting	-	45.22 kW Solar	-	X	X	X	-	Solar system size decreased from 45.22 kW to 41.04 kW. Added (10) unit replacements
Bridle Ridge	406 Exterior Light Replacement	-	-	-	X	-	-	-	Now 447 exterior light replacements

Original Prelim Proposal	
Preliminary Project Total	$ 5,936,002
1st Year annual savings	$ 341,960

Updated Proposal	
Project Total	$ 5,717,943
GPS Adder	$ 47,462
1st Year annual savings	$ 330,156
1st Year Maint./Oper. savings	$ 13,468

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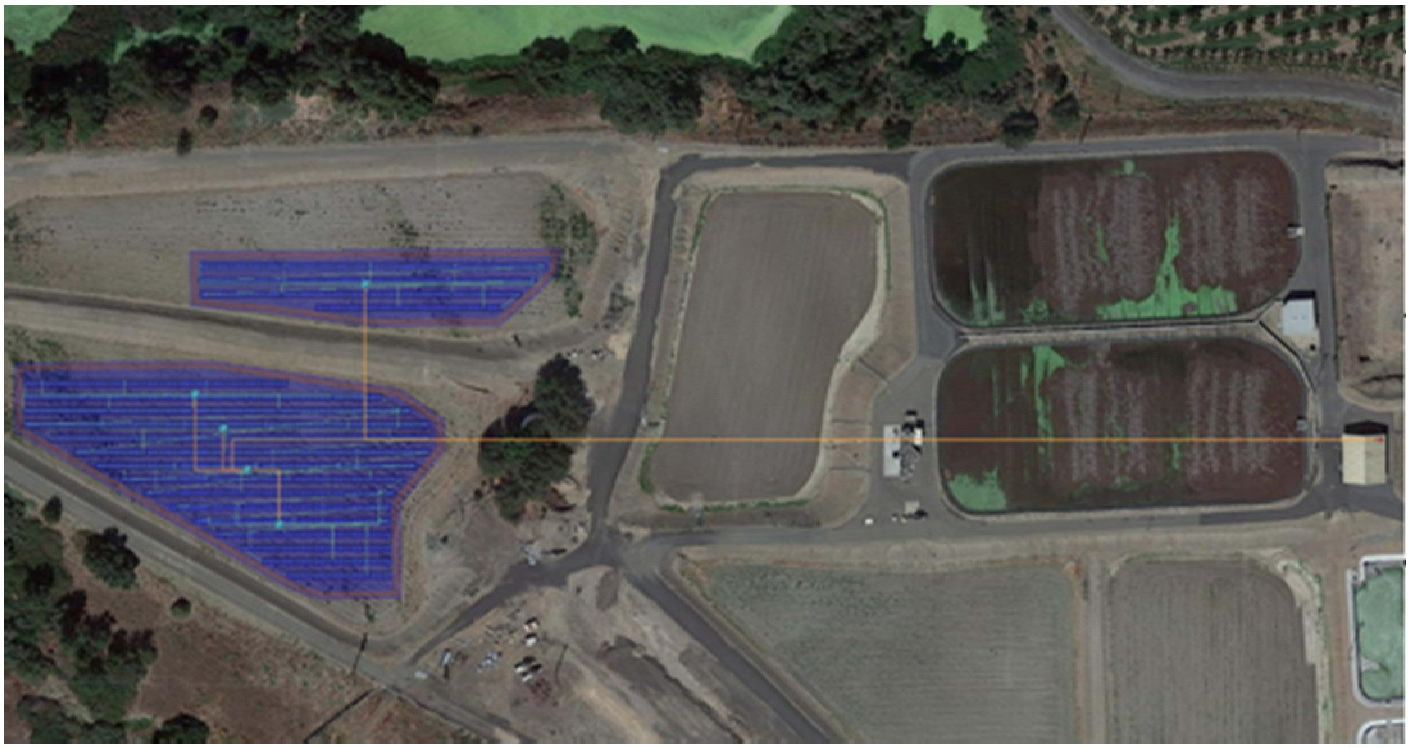
CITY OF OAKDALE PROGRAM FUNDING CATEGORIES

Site	Total $ By Site	General Fund	Enterprise Funds (Cost $)				Total Savings by Site	Total Savings (Pro-Rata Estimate)				
			Sewer	Water	Lighting & Landscape	Airport		General Fund	Sewer	Water	Lighting & Landscape	Airport
City Hall & Police Department	$810,365	$297,071	$148,535	$148,535	-	-	$48,701	$17,853	$8,927	$8,927	-	-
City Council Chamber Hall		$216,224	-	-	-	-		$12,995	-	-	-	-
Fire Station #1 - 28	$0	-	-	-	-	-	$0	-	-	-	-	-
Fire Station #2 - 27	$19,161	$19,161	-	-	-	-	$154	$154	-	-	-	-
Public Works Eng. Maint Office	$241,172	-	$120,586	$120,586	-	-	$10,084	-	$5,042	$5,042	-	-
Airport	$33,558	-	-	-	-	$33,558	$4,188	-	-	-	-	$4,188
Parks Division (Lighting Only)	$8,317	$8,317	-	-	-	-	$791	$791	-	-	-	-
WWTP	$3,727,879	-	$1,863,939	$1,863,939	-	-	$203,744	-	$101,872	$101,872	-	-
Animal Control	$30,408	$30,408	-	-	-	-	$1,211	$1,211	-	-	-	-
Youth Center Bldg.	$26,875	$26,875	-	-	-	-	$402	$402	-	-	-	-
Gladys Lemmons Senior Center	$178,106	$178,106	-	-	-	-	$10,338	$10,338	-	-	-	-
Gene Bianchi Community Center	$508,201	$508,201	-	-	-	-	$24,471	$24,471	-	-	-	-
Bridle Ridge	$133,900	-	-	-	$133,900	-	$26,071	-	-	-	$26,071	-
Base Total	$5,717,943	$1,284,364	$2,133,061	$2,133,061	$133,900	$33,558	$330,156	$68,215	$115,841	$115,841	$26,071	$4,188
GPS Engineered Infection Protection Adder	$47,462											
Total Project Cost with Adder	$5,765,405											

SOLAR SOLUTIONS FOR THE CITY OF OAKDALE

Waste Water Treatment Plant
943.25 kW DC Solar Array



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SOLAR SOLUTIONS FOR THE CITY OF OAKDALE

City Hall, Police Station & Council Chambers – 134.9 kW DC

Community Center – 41.04 kW DC

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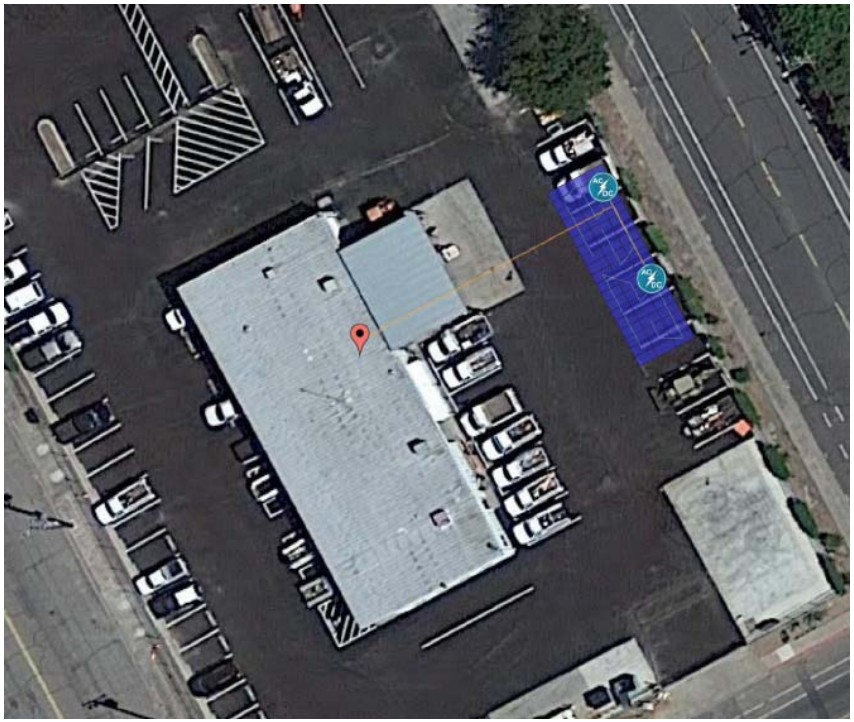
SOLAR SOLUTIONS FOR THE CITY OF OAKDALE

Public Works – 22.8 kW DC



Senior Center – 31.16 kW DC

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NEXT STEPS WORKSHEET

Item:	**Date:**
Present Preliminary Project to City Council and Review and Approve Letter of Agreement (LOA)	May 4, 2020
Collaborate With City and Tailor Project	June 24, 2020
Present Final Project to City Staff & Special Committee	July 16, 2020
Apply for Financing, Grants, Rebates etc.	July 27, 2020
Post 2 Week Notice for 4217 Project & Financing	July 22, 2020
City Council Public Hearing for 4217 Project & Financing	August 17, 2020
Contract Negotiations	July 27 – August 17, 2020
City Council Review and Approval of Contract	August 17 or September 8, 2020
Ground-Breaking Ceremony	TBD, 2020

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Any questions?
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Savings Using 4% Energy Cost Escalation Factor

FULL PROJECT PROFORMA CASH FLOW [1,2]

Scope: Full Project Scope

Year	Annual ECAA Loan Payment	Hilltop 15Y Increasing Debt Service with 1Y Capitalized Interest	Solar O&M Service & Energy Dashboard	Total Cost	Maintenance Savings & Avoided Cost	Project Savings	Annual Savings	Cumulative Savings
0	$ -	$ -	$ -	$ -	$ 17,314	$ 330,156	$ 347,470	$ 347,470
1	$ 192,774	$ 231,950	$ 40,700	$ 465,424	$ 69,256	$ 343,362	$ (52,806)	$ 294,664
2	$ 192,774	$ 236,660	$ 41,921	$ 471,355	$ 71,334	$ 357,097	$ (42,925)	$ 251,739
3	$ 192,774	$ 241,100	$ 43,179	$ 477,053	$ 73,474	$ 371,381	$ (32,199)	$ 219,540
4	$ 192,774	$ 246,270	$ 44,474	$ 483,518	$ 75,678	$ 386,236	$ (21,605)	$ 197,936
5	$ 192,774	$ 251,140	$ 45,808	$ 489,722	$ 77,948	$ 401,685	$ (10,089)	$ 187,847
6	$ 192,774	$ 256,710	$ 47,182	$ 496,667	$ 64,674	$ 417,753	$ (14,240)	$ 173,606
7	$ 192,774	$ 261,950	$ 48,598	$ 503,322	$ 66,614	$ 434,463	$ (2,246)	$ 171,361
8	$ 192,774	$ 266,860	$ 50,056	$ 509,690	$ 68,612	$ 451,841	$ 10,763	$ 182,124
9	$ 192,774	$ 272,440	$ 51,558	$ 516,772	$ 70,671	$ 469,915	$ 23,814	$ 205,938
10	$ 192,774	$ 277,660	$ 53,104	$ 523,538	$ 72,791	$ 488,711	$ 37,964	$ 243,902
11	$ 192,774	$ 283,520	$ 54,697	$ 530,992	$ -	$ 508,260	$ (22,732)	$ 221,170
12	$ 192,774	$ 288,990	$ 56,338	$ 538,102	$ -	$ 528,590	$ (9,512)	$ 211,658
13	$ 192,774	$ 294,070	$ 58,028	$ 544,873	$ -	$ 549,734	$ 4,861	$ 216,519
14	$ 192,774	$ 300,760	$ 59,769	$ 553,303	$ -	$ 571,723	$ 18,420	$ 234,939
15	$ 192,774	$ -	$ 61,562	$ 254,337	$ -	$ 594,592	$ 340,256	$ 575,194
16	$ 192,774	$ -	$ 63,409	$ 256,183	$ -	$ 618,376	$ 362,192	$ 937,387
17	$ 192,774	$ -	$ 65,312	$ 258,086	$ -	$ 643,111	$ 385,025	$ 1,322,412
18	$ -	$ -	$ 67,271	$ 67,271	$ -	$ 668,835	$ 601,564	$ 1,923,976
19	$ -	$ -	$ 69,289	$ 69,289	$ -	$ 695,589	$ 626,300	$ 2,550,276
20	$ -	$ -	$ 71,368	$ 71,368	$ -	$ 723,412	$ 652,045	$ 3,202,320
21	$ -	$ -	$ 73,509	$ 73,509	$ -	$ 752,349	$ 678,840	$ 3,881,161
22	$ -	$ -	$ 75,714	$ 75,714	$ -	$ 782,443	$ 706,729	$ 4,587,889
23	$ -	$ -	$ 77,985	$ 77,985	$ -	$ 813,740	$ 735,755	$ 5,323,644
24	$ -	$ -	$ 80,325	$ 80,325	$ -	$ 846,290	$ 765,965	$ 6,089,609
25	$ -	$ -	$ 82,735	$ 82,735	$ -	$ 880,142	$ 797,407	$ 6,887,016
26	$ -	$ -	$ 85,217	$ 85,217	$ -	$ 915,347	$ 830,131	$ 7,717,147
27	$ -	$ -	$ 87,773	$ 87,773	$ -	$ 951,961	$ 864,188	$ 8,581,335
28	$ -	$ -	$ 90,406	$ 90,406	$ -	$ 990,040	$ 899,633	$ 9,480,968
29	$ -	$ -	$ 93,119	$ 93,119	$ -	$ 1,029,641	$ 936,523	$ 10,417,491
30	$ -	$ -	$ 95,912	$ 95,912	$ -	$ 1,070,827	$ 974,915	$ 11,392,405
Totals	**$ 3,277,161**	**$ 3,710,080**	**$ 1,936,319**	**$ 8,923,560**	**$ 728,364**	**$ 19,587,601**	**$ 11,392,405**	**$ 11,392,405**

Notes:

1.) SitelogIQ is not a Municipal Financial Advisor and this tool is used to confirm if the proposed project is Budget Neutral or better in compliance with CA Govt. Code 4217.

2.) Cash Flow is based on a Preliminary Analysis using rough order of magnitude budgetary estimates and other standard assumptions. Final analysis and results may vary.

3.) Scope of wok includes ….....

INPUTS		
BASE PROJECT COST	$ 5,717,943	
GPS INFECTION PROTECTION ADDER	$ 47,462	
TOTAL PROJECT COST	$ 5,765,405	
ECAA LOAN AMOUNT	$ 3,000,000	
ECAA FINANCE TERM (YEARS)	17	
ECAA INTEREST RATE	1.00%	
TEML LOAN AMOUNT	$ 2,765,405	
TEML FINANCE TERM (YEARS)	20	
TEML INTEREST RATE	3.80%	
UTILITY ESCALATION	4.0%	
CALCULATED ENERGY SAVINGS	$ 330,156	
LIGHTING MAINT/AVOIDED COST SAVINGS	$ 13,468	5 Years
HVAC MAIN/AVOIDED COSY SAVINGS	$ 55,788	10 Years
SOLAR O&M COST	$ 40,700	
O&M/MAINT ESCALATION	3.0%	

Project Savings	
Total ECAA Loan Payments	$3,277,160.81
Total TEML Payments	$3,710,080.00
Total Solar O&M	$1,936,319.42
Total Projecct Costs over 30 Years	$8,923,560.23
Project Savings	$19,587,601.11
Maintenance/Avoided Cost Savings	$728,364.34
Total Project Savings Over 30 Years	$20,315,965.45
Net Project Savings Over 30 Years	$11,392,405.22

Savings Using 5% Energy Cost Escalation Factor

FULL PROJECT PROFORMA CASH FLOW [1,2]

Scope: Full Project Scope

Year	Annual ECAA Loan Payment	Hilltop 15Y Increasing Debt Service with 1Y Capitalized Interest	Solar O&M Service & Energy Dashboard	Total Cost	Maintenance Savings & Avoided Cost	Project Savings	Annual Savings	Cumulative Savings
0	$ -	$ -	$ -	$ -	$ 17,314	$ 330,156	$ 347,470	$ 347,470
1	$ 192,774	$ 231,950	$ 40,700	$ 465,424	$ 69,256	$ 346,664	$ (49,504)	$ 297,965
2	$ 192,774	$ 236,660	$ 41,921	$ 471,355	$ 71,334	$ 363,997	$ (36,025)	$ 261,941
3	$ 192,774	$ 241,100	$ 43,179	$ 477,053	$ 73,474	$ 382,197	$ (21,382)	$ 240,559
4	$ 192,774	$ 246,270	$ 44,474	$ 483,518	$ 75,678	$ 401,307	$ (6,534)	$ 234,025
5	$ 192,774	$ 251,140	$ 45,808	$ 489,722	$ 77,948	$ 421,372	$ 9,598	$ 243,623
6	$ 192,774	$ 256,710	$ 47,182	$ 496,667	$ 64,674	$ 442,441	$ 10,447	$ 254,070
7	$ 192,774	$ 261,950	$ 48,598	$ 503,322	$ 66,614	$ 464,563	$ 27,854	$ 281,924
8	$ 192,774	$ 266,860	$ 50,056	$ 509,690	$ 68,612	$ 487,791	$ 46,713	$ 328,637
9	$ 192,774	$ 272,440	$ 51,558	$ 516,772	$ 70,671	$ 512,180	$ 66,079	$ 394,716
10	$ 192,774	$ 277,660	$ 53,104	$ 523,538	$ 72,791	$ 537,789	$ 87,041	$ 481,758
11	$ 192,774	$ 283,520	$ 54,697	$ 530,992	$ -	$ 564,679	$ 33,687	$ 515,445
12	$ 192,774	$ 288,990	$ 56,338	$ 538,102	$ -	$ 592,913	$ 54,810	$ 570,255
13	$ 192,774	$ 294,070	$ 58,028	$ 544,873	$ -	$ 622,558	$ 77,686	$ 647,940
14	$ 192,774	$ 300,760	$ 59,769	$ 553,303	$ -	$ 653,686	$ 100,383	$ 748,323
15	$ 192,774	$ -	$ 61,562	$ 254,337	$ -	$ 686,370	$ 432,034	$ 1,180,357
16	$ 192,774	$ -	$ 63,409	$ 256,183	$ -	$ 720,689	$ 464,506	$ 1,644,863
17	$ 192,774	$ -	$ 65,312	$ 258,086	$ -	$ 756,723	$ 498,638	$ 2,143,500
18	$ -	$ -	$ 67,271	$ 67,271	$ -	$ 794,560	$ 727,289	$ 2,870,789
19	$ -	$ -	$ 69,289	$ 69,289	$ -	$ 834,288	$ 764,999	$ 3,635,787
20	$ -	$ -	$ 71,368	$ 71,368	$ -	$ 876,002	$ 804,634	$ 4,440,422
21	$ -	$ -	$ 73,509	$ 73,509	$ -	$ 919,802	$ 846,293	$ 5,286,715
22	$ -	$ -	$ 75,714	$ 75,714	$ -	$ 965,792	$ 890,078	$ 6,176,793
23	$ -	$ -	$ 77,985	$ 77,985	$ -	$ 1,014,082	$ 936,096	$ 7,112,890
24	$ -	$ -	$ 80,325	$ 80,325	$ -	$ 1,064,786	$ 984,461	$ 8,097,350
25	$ -	$ -	$ 82,735	$ 82,735	$ -	$ 1,118,025	$ 1,035,290	$ 9,132,641
26	$ -	$ -	$ 85,217	$ 85,217	$ -	$ 1,173,926	$ 1,088,710	$ 10,221,350
27	$ -	$ -	$ 87,773	$ 87,773	$ -	$ 1,232,623	$ 1,144,849	$ 11,366,200
28	$ -	$ -	$ 90,406	$ 90,406	$ -	$ 1,294,254	$ 1,203,847	$ 12,570,047
29	$ -	$ -	$ 93,119	$ 93,119	$ -	$ 1,358,967	$ 1,265,848	$ 13,835,895
30	$ -	$ -	$ 95,912	$ 95,912	$ -	$ 1,426,915	$ 1,331,003	$ 15,166,898
Totals	**$ 3,277,161**	**$ 3,710,080**	**$ 1,936,319**	**$ 8,923,560**	**$ 728,364**	**$ 23,362,094**	**$ 15,166,898**	**$ 15,166,898**

Notes:

1.) SitelogIQ is not a Municipal Financial Advisor and this tool is used to confirm if the proposed project is Budget Neutral or better in compliance with CA Govt. Code 4217.

2.) Cash Flow is based on a Preliminary Analysis using rough order of magnitude budgetary estimates and other standard assumptions. Final analysis and results may vary.

3.) Scope of wok includes ….....

INPUTS		
BASE PROJECT COST	$ 5,717,943	
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ECAA INTEREST RATE	1.00%	
TEML LOAN AMOUNT	$ 2,765,405	
TEML FINANCE TERM (YEARS)	20	
TEML INTEREST RATE	3.80%	
UTILITY ESCALATION	5.0%	
CALCULATED ENERGY SAVINGS	$ 330,156	
LIGHTING MAINT/AVOIDED COST SAVINGS	$ 13,468	5 Years
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Project Savings	
Total ECAA Loan Payments	$3,277,160.81
Total TEML Payments	$3,710,080.00
Total Solar O&M	$1,936,319.42
Total Projecct Costs over 30 Years	$8,923,560.23
Project Savings	$23,362,093.68
Maintenance/Avoided Cost Savings	$728,364.34
Total Project Savings Over 30 Years	$24,090,458.02
Net Project Savings Over 30 Years	$15,166,897.79

AGENDA ITEM 11.3:

IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA

Date: **November 16, 2020**

To: **Mayor McCarty and City Council**

From: **Cody Bridgewater, Public Works Superintendent**

Reviewed by: **Jeff Gravel, Public Services Director**

Subject: **Consideration of a Resolution Authorizing the City Manager to Reject Construction Bids for the Well 4 Rehabilitation Project CP 1812**

I. BACKGROUND

In October 2020, City of Oakdale staff pursued bids for the Rehabilitation of Well 4, located at Fair Oaks Park. The bid included inspection and rehabilitation of the Well itself, and improvements to the well site in order to make it more functional and bring the well up to standard with the State Water Resources Control Board.

II. DISCUSSION

On October 28, 2020, City Staff received three bids for the Well 4 Rehabilitation Project. The bids received were substantially higher than the amount of money the City had budgeted for the project. The City had set aside $400,000 for the project. Due to the cost difference between what the City had budgeted for the project and the low bid, staff believes that it is prudent to look for ways to reduce the cost of the project.

Budget	$400,000.00
High Bid	$679,848.75
Low Bid	$602,844.50

At this time, Staff is looking at refining the scope, as well as looking at value-engineering this project to see if there are any areas that can reduce costs.

III. FISCAL IMPACT

There is no fiscal impact at this time.

IV. RECOMMENDATION

Staff recommends the City Council authorize the City Manager to reject all bids received on October 28, 2020.

V. ATTACHMENTS

Attachment A: Draft City Council Resolution 2020-__

SUBJECT: Well 4 Rehabilation Bid Rejection
MEETING DATE: November 16, 2020
REPORT DATE: November 6, 2020

CITY COUNCIL RESOLUTION 2020-__

A RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO REJECT CONSTRUCTION BIDS FOR THE WELL 4 REHABILITATION PROJECT CP 1812

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, In October 2020, City of Oakdale staff pursued bids for the Rehabilitation of Well 4, located at Fair Oaks Park; and

WHEREAS, the bid included inspection and rehabilitation of the Well itself, and improvements to the well site in order to make it more functional and bring the well up to standard with the State Water Resources Control Board; and

WHEREAS, on October 28, 2020, City Staff received three bids for the Well 4 Rehabilitation Project; and

WHEREAS, the bids received were substantially higher than the amount of money the City had budgeted for the project; and

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL of the CITY OF OAKDALE** hereby authorizes the City Manager to reject construction bids for the Well 4 Rehabilitation Project CP 1812.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 16th DAY OF NOVEMBER, 2020, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAINED: COUNCIL MEMBERS:

SIGNED:

_____
J.R. McCarty, Mayor

ATTEST:

_____
Rouze Roberts
City Clerk

CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Meeting Date: November 16, 2020

To: **Mayor McCarty and Members of the City Council**

From: **Tom Hallinan, City Attorney**

Subject: **Provide Direction to City Staff Regarding Establishing Contribution Limits for Candidates for City Office.**

I. BACKGROUND

Candidates running for office in the City of Oakdale ("City") are not subject to contribution limits. In October 2019, the Governor approved Assembly Bill ("AB") 571. AB 571 establishes contribution limits for candidates for City office, effective on January 1, 2021. Under AB 571, candidates for City office will be subject to a four thousand seven hundred-dollar ($4,700) contribution limit from a single source per election.[1] The Fair Political Practices Commission (the "FPPC") will periodically adjust this limit to account for inflation.[2]

AB 571 establishes default contribution limits. The City can establish contribution limits by ordinance or resolution that differ from the contribution limits established by AB 571. If the City establishes its own contribution limits, candidates for City office will not be subject to the contribution limits established by AB 571. The City must establish contribution limits by January 1, 2021 or default to the contribution limits established by AB 571.

II. DISCUSSION

Given the effects of AB 571, City staff seeks direction from the City Council regarding whether the City should establish its own contribution limits. The City Council has two (2) options:

1. **Do Nothing.** If the City Council takes no action, AB 571 will take effect on January 1, 2021 and candidates for City office will be subject to a four thousand seven hundred-dollar ($4,700) contribution limit.

    a. By defaulting to AB 571, candidates for City office will also face (2) additional limitations on contributions: (1) AB 571 limits transfers of campaign funds from one controlled committee to another controlled committee of the same candidate; and (2) AB 571 limits loans to a candidate's campaign.

    b. AB 571, however, provides three (3) exemptions from contribution limits: (1) candidates facing a recall can establish a committee to oppose the

[1] Assem. Bill No. 571 (2019-2020 Reg. Sess.) § 4.); Gov. Code, § 18545.
[2] Assem. Bill No. 571 (2019-2020 Reg. Sess.) § 4.); Gov. Code, § 83124.

recall and can accept contributions in excess of the contribution limits established by AB 571; (2) candidates may accept contributions after an election to pay off debts from the election; and (3) candidates can carry over contributions from one election to pay for expenses for a subsequent election for the same office.

c. If the City defaults to the contribution limits established by AB 571, the FPPC will enforce the contribution limits.[3] Violation of those contribution limits will be subject to the penalty provisions of the Political Reform Act.[4] Violations of the contribution limits will be punishable as misdemeanors.[5]

2. **Set Own Contribution Limits.** If the City Council does not wish the City to be subject to AB 571 contribution limits, the City Council can adopt its own contribution limits and can establish limits higher or lower than the FPPC limits. If the City Council decides to go down this route, City staff will prepare an ordinance or resolution for City Council consideration.

By establishing contribution limits, candidates for City office will not be subject to state limitations on contributions. However, the exemptions from the contribution limits described above will not apply. In addition, **the City Council must establish penalties for violations of the contribution limits and bear the cost of the enforcement**.[6] The FPPC will not enforce the City's contribution limits. Penalties for violating the City's contribution limits can include civil penalties, fines, or criminal charges. In establishing contribution limits, the City must ensure that it complies with the First Amendment. Accordingly, the City must ensure that contribution limits are not too low as to prevent candidates for City office from conducting an effective campaign.[7]

III. ENVIRONMENTAL DETERMINATION

The California Environmental Quality Act requires environmental review only if a public agency action constitutes a "project." (Pub. Resources Code, § 21065.) Providing direction to City staff regarding AB 571 is not a "project", since it does not have the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Code Regs., tit. 14, § 15064, subd. (d).)

IV. FISCAL IMPACTS

There will be no fiscal impact to the City if the City elects to default to the state's contribution limits. The City will bear enforcement costs if it establishes different contribution limits.

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[3] Gov. Code, §§ 83116, 91001.
[4] Gov. Code, § 91000 et seq.
[5] Gov. Code, § 91000.
[6] Assem. Bill No. 571 (2019-2020 Reg. Sess.) § 19.)
[7] *Randall v. Sorrell* (2006) 548 U.S. 230, 249 [establishing factors to consider in determining whether a contribution limit complies with the First Amendment], *Buckley v. Valeo* (1976) 424 U.S. 1, 21; see also *California Prolife Council Political Action Committee v. Scully* (E.D. Cal. 1998) 989 F.Supp. 1282, 1298, aff'd (9th Cir. 1999) 164 F.3d 1189 [noting that contribution limits are reviewed based on facts pertinent to the jurisdiction such as size, cost of media, staff support and news media coverage].

ALTERNATIVES/OPTIONS:

The City Council's options are:

1. Do nothing and accept the contribution limits established by AB 571.

2. Direct City Staff to prepare an ordinance or resolution establishing contribution limits for candidates for City office.

V. ATTACHMENTS

Attachment A: AB 571

Assembly Bill No. 571

CHAPTER 556

An act to amend and repeal Sections 10003 and 10202 of the Elections Code, and to amend Section 85301 of, to amend, repeal, and add Sections 85305, 85306, 85307, 85315, 85316, 85317, and 85318 of, and to add Section 85702.5 to, the Government Code, relating to the Political Reform Act of 1974.

[Approved by Governor October 8, 2019. Filed with Secretary of State October 8, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

AB 571, Mullin. Political Reform Act of 1974: contribution limits.

The Political Reform Act of 1974 prohibits a person, other than a small contributor committee or political party committee, from making to a candidate for elective state office, for statewide elective office, or for the office of Governor, and prohibits those candidates from accepting from a person, a contribution totaling more than a specified amount per election. For a candidate for elective state office other than a candidate for statewide elective office, the limitation on contributions is $3,000 per election, as that amount is adjusted by the Fair Political Practices Commission in January of every odd-numbered year.

Existing law authorizes a county, city, or district to limit campaign contributions in local elections. Existing law authorizes the governing board of a school district or of a community college district to limit campaign expenditures or contributions in elections to district offices. The act specifies that it does not prevent the Legislature or any other state or local agency from imposing additional requirements on a person if the requirements do not prevent the person from complying with the act, and that the act does not nullify contribution limitations or prohibitions by any local jurisdiction that apply to elections for local elective office, as specified.

This bill, commencing January 1, 2021, instead would prohibit a person from making to a candidate for elective county or city office, and would prohibit a candidate for elective county or city office from accepting from a person, a contribution totaling more than the amount set forth in the act for limitations on contributions to a candidate for elective state office. This bill would also authorize a county or city to impose a limitation that is different from the limitation imposed by this bill. This bill would make specified provisions of the act relating to contribution limitations applicable to a candidate for a elective county or city office, except as specified.

The act makes a violation of its provisions punishable as a misdemeanor and subject to specified penalties.

This bill would add the contribution limitation imposed by the bill to the act's provisions, thereby making a violation of the limitation punishable as a misdemeanor and subject to specified penalties. However, the bill would specify that a violation of a limitation imposed by a local government is not subject to the act's enforcement provisions. The bill would authorize a local government that imposes a limitation that is different from the limitation imposed by this bill to adopt enforcement standards for a violation of the limitation imposed by the local government agency, including administrative, civil, or criminal penalties. By expanding the scope of an existing crime with regard to a violation of a contribution limitation imposed by the bill, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The Political Reform Act of 1974, an initiative measure, provides that the Legislature may amend the act to further the act's purposes upon a ⅔ vote of each house of the Legislature and compliance with specified procedural requirements.

This bill would declare that it furthers the purposes of the act.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) Most states impose limitations on contributions to candidates for elective county and city offices. California is among the minority of states without these contribution limitations.

(b) Most counties and cities in this state have not independently imposed limitations on contributions to candidates for elective offices in those jurisdictions.

(c) In counties and cities in this state that have not imposed limitations on contributions, candidates for elective offices in those jurisdictions often receive contributions that would exceed the limitations for a state Senate campaign, even though most counties and cities contain far fewer people than the average state Senate district.

(d) In counties and cities in this state that have not imposed limitations on contributions, candidates for elective office in those jurisdictions sometimes raise 40 percent or more of their total campaign funds from a single contributor.

(e) A system allowing unlimited contributions to a candidate for elective county or city office creates the risk and the perception that elected officials in those jurisdictions are beholden to their contributors and will act in the best interest of those contributors at the expense of the people.

(f) This state has a statewide interest in preventing actual corruption and the appearance of corruption at all levels of government.

(g) This act establishes a limitation on contributions to a candidate for elective office in a city or county in which the local government has not established a limitation. However, a local government may establish a different limitation that is more precisely tailored to the needs of its communities.

SEC. 2. Section 10003 of the Elections Code is amended to read:

10003. (a) A county may by ordinance or resolution limit campaign contributions in county elections.

(b) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 3. Section 10202 of the Elections Code is amended to read:

10202. (a) A city may, by ordinance or resolution, limit campaign contributions in municipal elections.

(b) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 4. Section 85301 of the Government Code is amended to read:

85301. (a) A person, other than a small contributor committee or political party committee, shall not make to a candidate for elective state office other than a candidate for statewide elective office, and a candidate for elective state office other than a candidate for statewide elective office shall not accept from a person, a contribution totaling more than three thousand dollars ($3,000) per election.

(b) Except to a candidate for Governor, a person, other than a small contributor committee or political party committee, shall not make to a candidate for statewide elective office, and except a candidate for Governor, a candidate for statewide elective office shall not accept from a person other than a small contributor committee or a political party committee, a contribution totaling more than five thousand dollars ($5,000) per election.

(c) A person, other than a small contributor committee or political party committee, shall not make to a candidate for Governor, and a candidate for Governor shall not accept from any person other than a small contributor committee or political party committee, a contribution totaling more than twenty thousand dollars ($20,000) per election.

(d) (1) A person shall not make to a candidate for elective county or city office, and a candidate for elective county or city office shall not accept from a person, a contribution totaling more than the amount set forth in subdivision (a) per election, as that amount is adjusted by the Commission pursuant to Section 83124. This subdivision does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(2) This subdivision shall become operative on January 1, 2021.

(e) The provisions of this section do not apply to a candidate's contributions of the candidate's personal funds to the candidates own campaign.

SEC. 5. Section 85305 of the Government Code is amended to read:

85305. (a) A candidate for elective state office or committee controlled by that candidate shall not make any contribution to any other candidate for elective state office in excess of the limits set forth in subdivision (a) of Section 85301.

(b) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 6. Section 85305 is added to the Government Code, to read:

85305. (a) A candidate for elective state, county, or city office or committee controlled by that candidate shall not make a contribution to any other candidate for elective state, county, or city office in excess of the limits set forth in subdivision (a) of Section 85301. This section does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(b) This section shall become operative on January 1, 2021.

SEC. 7. Section 85306 of the Government Code is amended to read:

85306. (a) A candidate may transfer campaign funds from one controlled committee to a controlled committee for elective state office of the same candidate. Contributions transferred shall be attributed to specific contributors using a "last in, first out" or "first in, first out" accounting method, and these attributed contributions when aggregated with all other contributions from the same contributor may not exceed the limits set forth in Section 85301 or 85302.

(b) Notwithstanding subdivision (a), a candidate for elective state office, other than a candidate for statewide elective office, who possesses campaign funds on January 1, 2001, may use those funds to seek elective office without attributing the funds to specific contributors.

(c) Notwithstanding subdivision (a), a candidate for statewide elective office who possesses campaign funds on November 6, 2002, may use those funds to seek elective office without attributing the funds to specific contributors.

(d) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 8. Section 85306 is added to the Government Code, to read:

85306. (a) A candidate may transfer campaign funds from one controlled committee to a controlled committee for elective state, county, or city office of the same candidate. Contributions transferred shall be attributed to specific contributors using a "last in, first out" or "first in, first out" accounting method, and these attributed contributions when aggregated with all other contributions from the same contributor shall not exceed the limits set forth in Section 85301 or 85302.

(b) Notwithstanding subdivision (a), a candidate for elective state office, other than a candidate for statewide elective office, who possesses campaign funds on January 1, 2001, may use those funds to seek elective office without attributing the funds to specific contributors.

(c) Notwithstanding subdivision (a), a candidate for statewide elective office who possesses campaign funds on November 6, 2002, may use those funds to seek elective office without attributing the funds to specific contributors.

(d) This section does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(e) This section shall become operative on January 1, 2021.

SEC. 9. Section 85307 of the Government Code is amended to read:

85307. (a) The provisions of this article regarding loans apply to extensions of credit, but do not apply to loans made to a candidate by a commercial lending institution in the lender's regular course of business on terms available to members of the general public for which the candidate is personally liable.

(b) Notwithstanding subdivision (a), a candidate for elective state office shall not personally loan to the candidate's campaign, including the proceeds of a loan obtained by the candidate from a commercial lending institution, an amount, the outstanding balance of which exceeds one hundred thousand dollars ($100,000). A candidate shall not charge interest on any loan the candidate made to the candidate's campaign.

(c) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 10. Section 85307 is added to the Government Code, to read:

85307. (a) The provisions of this article regarding loans apply to extensions of credit, but do not apply to loans made to a candidate by a commercial lending institution in the lender's regular course of business on terms available to members of the general public for which the candidate is personally liable.

(b) Notwithstanding subdivision (a), a candidate for elective state, county, or city office shall not personally loan to the candidate's campaign, including the proceeds of a loan obtained by the candidate from a commercial lending institution, an amount, the outstanding balance of which exceeds one hundred thousand dollars ($100,000). A candidate shall not charge interest on any loan the candidate made to the candidate's campaign. This subdivision does not apply to a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(c) This section shall become operative on January 1, 2021.

SEC. 11. Section 85315 of the Government Code is amended to read:

85315. (a) Notwithstanding any other provision of this chapter, an elected state officer may establish a committee to oppose the qualification of a recall measure, and the recall election. This committee may be established when the elected state officer receives a notice of intent to recall pursuant to Section 11021 of the Elections Code. An elected state officer may accept campaign contributions to oppose the qualification of a recall measure, and if qualification is successful, the recall election, without regard to the campaign contributions limits set forth in this chapter. The voluntary

expenditure limits do not apply to expenditures made to oppose the qualification of a recall measure or to oppose the recall election.

(b) After the failure of a recall petition or after the recall election, the committee formed by the elected state officer shall wind down its activities and dissolve. Any remaining funds shall be treated as surplus funds and shall be expended within 30 days after the failure of the recall petition or after the recall election for a purpose specified in subdivision (b) of Section 89519.

(c) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 12. Section 85315 is added to the Government Code, to read:

85315. (a) Notwithstanding any other provision of this chapter, an elected state, county, or city officer may establish a committee to oppose the qualification of a recall measure, and the recall election. This committee may be established when the elected state, county, or city officer receives a notice of intent to recall pursuant to Section 11021 of the Elections Code. An elected state, county, or city officer may accept campaign contributions to oppose the qualification of a recall measure, and if qualification is successful, the recall election, without regard to the campaign contribution limits set forth in this chapter. The voluntary expenditure limits do not apply to expenditures made to oppose the qualification of a recall measure or to oppose the recall election.

(b) After the failure of a recall petition or after the recall election, the committee formed by the elected state, county, or city officer shall wind down its activities and dissolve. Any remaining funds shall be treated as surplus funds and shall be expended within 30 days after the failure of the recall petition or after the recall election for a purpose specified in subdivision (b) of Section 89519.

(c) This section does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(d) This section shall become operative on January 1, 2021.

SEC. 13. Section 85316 of the Government Code is amended to read:

85316. (a) Except as provided in subdivision (b), a contribution for an election may be accepted by a candidate for elective state office after the date of the election only to the extent that the contribution does not exceed net debts outstanding from the election, and the contribution does not otherwise exceed the applicable contribution limit for that election.

(b) Notwithstanding subdivision (a), an elected state officer may accept contributions after the date of the election for the purpose of paying expenses associated with holding the office provided that the contributions are not expended for any contribution to any state or local committee. Contributions received pursuant to this subdivision shall be deposited into a bank account established solely for the purposes specified in this subdivision.

(1) A person shall not make, and an elected state officer shall not receive from a person, a contribution pursuant to this subdivision totaling more than the following amounts per calendar year:

(A) Three thousand dollars ($3,000) in the case of an elected state officer of the Assembly or Senate.

(B) Five thousand dollars ($5,000) in the case of a statewide elected state officer other than the Governor.

(C) Twenty thousand dollars ($20,000) in the case of the Governor.

(2) An elected state officer shall not receive contributions pursuant to paragraph (1) that, in the aggregate, total more than the following amounts per calendar year:

(A) Fifty thousand dollars ($50,000) in the case of an elected state officer of the Assembly or Senate.

(B) One hundred thousand dollars ($100,000) in the case of a statewide elected state officer other than the Governor.

(C) Two hundred thousand dollars ($200,000) in the case of the Governor.

(3) Any contribution received pursuant to this subdivision shall be deemed to be a contribution to that candidate for election to any state office that the candidate may seek during the term of office to which the candidate is currently elected, including, but not limited to, reelection to the office the candidate currently holds, and shall be subject to any applicable contribution limit provided in this title. If a contribution received pursuant to this subdivision exceeds the allowable contribution limit for the office sought, the candidate shall return the amount exceeding the limit to the contributor on a basis to be determined by the Commission. None of the expenditures made by elected state officers pursuant to this subdivision shall be subject to the voluntary expenditure limitations in Section 85400.

(4) The Commission shall adjust the calendar year contribution limitations and aggregate contribution limitations set forth in this subdivision in January of every odd-numbered year to reflect any increase or decrease in the Consumer Price Index. Those adjustments shall be rounded to the nearest one hundred dollars ($100).

(c) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 14. Section 85316 is added to the Government Code, to read:

85316. (a) Except as provided in subdivision (b), a contribution for an election may be accepted by a candidate for elective state, county, or city office after the date of the election only to the extent that the contribution does not exceed net debts outstanding from the election, and the contribution does not otherwise exceed the applicable contribution limit for that election.

(b) Notwithstanding subdivision (a), an elected state officer may accept contributions after the date of the election for the purpose of paying expenses associated with holding the office provided that the contributions are not expended for any contribution to any state or local committee. Contributions received pursuant to this subdivision shall be deposited into a bank account established solely for the purposes specified in this subdivision.

(1) A person shall not make, and an elected state officer shall not receive from a person, a contribution pursuant to this subdivision totaling more than the following amounts per calendar year:

(A) Three thousand dollars ($3,000) in the case of an elected state officer of the Assembly or Senate.

(B) Five thousand dollars ($5,000) in the case of a statewide elected state officer other than the Governor.

(C) Twenty thousand dollars ($20,000) in the case of the Governor.

(2) An elected state officer shall not receive contributions pursuant to paragraph (1) that, in the aggregate, total more than the following amounts per calendar year:

(A) Fifty thousand dollars ($50,000) in the case of an elected state officer of the Assembly or Senate.

(B) One hundred thousand dollars ($100,000) in the case of a statewide elected state officer other than the Governor.

(C) Two hundred thousand dollars ($200,000) in the case of the Governor.

(3) Any contribution received pursuant to this subdivision shall be deemed to be a contribution to that candidate for election to any state office that the candidate may seek during the term of office to which the candidate is currently elected, including, but not limited to, reelection to the office the candidate currently holds, and shall be subject to any applicable contribution limit provided in this title. If a contribution received pursuant to this subdivision exceeds the allowable contribution limit for the office sought, the candidate shall return the amount exceeding the limit to the contributor on a basis to be determined by the Commission. The expenditures made by elected state officers pursuant to this subdivision shall not be subject to the voluntary expenditure limitations in Section 85400.

(4) The Commission shall adjust the calendar year contribution limitations and aggregate contribution limitations set forth in this subdivision in January of every odd-numbered year to reflect any increase or decrease in the Consumer Price Index. Those adjustments shall be rounded to the nearest one hundred dollars ($100).

(c) This section does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(d) This section shall become operative on January 1, 2021.

SEC. 15. Section 85317 of the Government Code is amended to read:

85317. (a) Notwithstanding subdivision (a) of Section 85306, a candidate for elective state office may carry over contributions raised in connection with one election for elective state office to pay campaign expenditures incurred in connection with a subsequent election for the same elective state office.

(b) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 16. Section 85317 is added to the Government Code, to read:

85317. (a) Notwithstanding subdivision (a) of Section 85306, a candidate for elective state, county, or city office may carry over contributions raised in connection with one election for elective state, county, or city office to pay campaign expenditures incurred in connection with a subsequent election for the same elective state, county, or city office. This section does not apply

in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(b) This section shall become operative on January 1, 2021.

SEC. 17. Section 85318 of the Government Code is amended to read:

85318. (a) A candidate for elective state office may raise contributions for a general election before the primary election, and for a special general election before a special primary election, for the same elective state office if the candidate sets aside these contributions and uses these contributions for the general election or special general election. If the candidate for elective state office is defeated in the primary election or special primary election, or otherwise withdraws from the general election or special general election, the general election or special general election funds shall be refunded to the contributors on a pro rata basis less any expenses associated with the raising and administration of general election or special general election contributions. Notwithstanding Section 85201, candidates for elective state office may establish separate campaign contribution accounts for the primary and general elections or special primary and special general elections.

(b) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 18. Section 85318 is added to the Government Code, to read:

85318. (a) A candidate for elective state, county, or city office may raise contributions for a general election before the primary election, and for a special general election before a special primary election, for the same elective state, county, or city office if the candidate sets aside these contributions and uses these contributions for the general election or special general election. If the candidate for elective state, county, or city office is defeated in the primary election or special primary election, or otherwise withdraws from the general election or special general election, the general election or special general election funds shall be refunded to the contributors on a pro rata basis less any expenses associated with the raising and administration of general election or special general election contributions. Notwithstanding Section 85201, candidates for elective state, county, or city office may establish separate campaign contribution accounts for the primary and general elections or special primary and special general elections.

(b) This section does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(c) This section shall become operative on January 1, 2021.

SEC. 19. Section 85702.5 is added to the Government Code, to read:

85702.5. (a) A county or city may, by ordinance or resolution, impose a limit on contributions to a candidate for elective county or city office that is different from the limit set forth in subdivision (d) of Section 85301. The limitation may also be imposed by means of a county or city initiative measure.

(b) A county or city that establishes a contribution limit pursuant to subdivision (a) may adopt enforcement standards for a violation of that limit, which may include administrative, civil, or criminal penalties.

(c) The Commission is not responsible for the administration or enforcement of a contribution limit adopted pursuant to subdivision (a).

(d) This section shall become operative on January 1, 2021. A county or city's limit on contributions to a candidate for elective county or city office that is in effect on the operative date of this section shall be deemed to be a limit imposed pursuant to subdivision (a).

SEC. 20. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

SEC. 21. The Legislature finds and declares that this bill furthers the purposes of the Political Reform Act of 1974 within the meaning of subdivision (a) of Section 81012 of the Government Code.

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AGENDA ITEM 11.5:

CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Report Date: **November 16, 2020**

To: **Mayor McCarty and Members of the City Council**

From: **Albert Avila, Finance Director**

Subject: **Approve by Minute Order, the purchase of Everbridge Mass Notification System and Authorize Staff to Sign the Quote**

I. BACKGROUND

The City currently has neither the ability to notify nor communicate with the community when there is an emergency.

II. DISCUSSION

Everbridge is a public warning platform that enables the City to send trusted and reliable information to the community. This platform allows the City to send alerts in response to critical events that may occur.

This mass notification system would allow us to alert individuals or groups via text, email or landline telephone using lists, locations, and visual intelligence. This would be very helpful in messaging businesses and the community on public safety issues that arise during a pandemic, as well as courtesy notifications such as road closures.

Everbridge Public Warning System can help with communications during the pandemic while at the same time providing a long-term solution for responding to natural or manmade disasters beyond COVID-19. Beyond COVID-19, Everbridge is the world's most trusted public warning platform. More than 500 governments, states and municipalities use Everbridge to warn and inform the public during critical events as a result of severe weather, natural or man-made disasters.

III. FISCAL IMPACTS

This three-year contract cost for Everbridge is $24,510.27. This will be funded from the CARES Act funding and will have no impact to the General Fund.

III. RECOMMENDATION

Staff recommends City Council review and approve the purchase of Everbridge Mass Notification System and authorize by Minute Order, the City Police Chief to sign the quote.

IV. ATTACHMENTS

Attachment A: Everbridge Quote

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
tel: +1-818-230-9700
fax: +1-818-230-9505
www.everbridge.com

Quotation

Prepared for:
Jerry Ramar
City of Oakdale, CA
280 N. Third Ave
Oakdale CA 95361
United States
Ph: 209-847-2231
Fax: +1.209.847.3790
Email: jramar@ci.oakdale.ca.us

Quote #: Q-53933
Date: 11/12/2020
Expires On: 12/11/2020
Confidential

Salesperson: Nathan Russell
Phone:
Email: nathan.russell@everbridge.com

Contract Summary Information:	
Contract Period:	36 Months

Contact Summary:

Household Count:	9,056
Employee Count:	

Year 1

Qty	Product Code	Description	GSA Classification	Price
23,455	101-11-11-0254-000	Mass Notification Base - Tier 1	GSA Product	USD 5,816.82
23,455	101-01-11-0206-000	Incident Management - Incident Communications - Tier 1	GSA Product	USD 2,141.06
			Year 1 TOTAL:	USD 7,957.88

Year 2

Qty	Product Code	Description	GSA Classification	Price
23,455	101-11-11-0254-000	Mass Notification Base - Tier 1	GSA Product	USD 5,816.82
23,455	101-01-11-0206-000	Incident Management - Incident Communications - Tier 1	GSA Product	USD 2,141.06
			Year 2 TOTAL:	USD 7,957.88

Year 3

Qty	Product Code	Description	GSA Classification	Price
23,455	101-11-11-0254-000	Mass Notification Base - Tier 1	GSA Product	USD 5,816.82
23,455	101-01-11-0206-000	Incident Management - Incident Communications - Tier 1	GSA Product	USD 2,141.06
			Year 3 TOTAL:	USD 7,957.88

Pricing Summary:

Price:	USD 7,957.88
Year One Fees:	USD 7,957.88
One-time Implementation and Setup Fees:	USD 636.63
Professional Services:	USD 0.00
Total Year One Fees Due:	**USD 8,594.51**

Ongoing Fees:

Year Two Fees:	USD 7,957.88
Year Three Fees:	USD 7,957.88

Terms & Conditions

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of GSA Contract No. GS-35F-0692P and the GSA Approved End User License Agreement ("EULA"), the latter of which is attached hereto and incorporated by reference.
3. Subject to sales taxes where applicable.
4. The supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override GSA Contract No. GS-35F-0692P, or the EULA.

Authorized by Everbridge:

Signature: Phillip E. Huff Digitally signed by Phillip E. Huff Date: 2020.11.12 14:39:26 -08'00' **Date:**

Name (Print): _____ **Title:** _____

To accept this quote, sign, date and return:

Signature: _____ **Date:**

Name (Print): _____ **Title:** _____

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

SYSTEM INCLUSION
Confidential

Everbridge Mass Notification for State and Local Government (BASE)

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Usage*

Unlimited Domestic Emergency Alerts and Testing Messages
Unlimited Domestic Non-Emergency Alerts Messaging

*Usage above applies to notifications generated through the Everbridge Manager user interface. Automated notifications are subject to additional fees.

Core Platform Access

Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, etc.)
Three (3) Organization with unlimited nested static and dynamic groups
Access to Everbridge Elastic Infrastructure for message delivery
Custom branded community opt-in portal with custom fields and opt-in subscriptions
Flexible role-based access controls to manage user permissions
Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting
Access to Auto-Translate and Missing Person Message Guides

Key Notification Features

Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
One-screen broadcast creation workflow to speed message creation and reduce human error
Everbridge Network to access situational intelligence & notifications shared by other public and private groups
Publish notifications directly Facebook and Twitter
Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
Publish notifications directly to the Smartphones of residents and employees via ContactBridge
Access to IPAWS for authorized agencies
Contact filtering based on custom criteria
Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
Automatic address geo-coding for contacts
Organization specific customizable caller ID, greetings, and broadcast settings
SMPP based SMS text messaging
Multi-language Text to Speech Engine and Custom Voice Recording
Real-time reporting for improved situational awareness and easier after action analysis
5 Live Operator Message Initiations per year
Interactive Dashboard for Organizational Activity Summary
Unlimited Notification Templates
Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact API
Bulk Contact Management Automation via Secure FTP
Audio Bulletin Board
4 Everbridge basic conference bridge codes

Set-up, Implementation & Support

Up to 10 total hours of a dedicated Implementation Specialist during a Standard Implementation
Self Service Administrative Set-up, Configuration and Default Preferences
Initial Member Data Upload and Test Broadcast Support
Unlimited Access to Everbridge University classes
24x7 Customer Support (phone, web, email)
Global Support/Operations Centers for Redundant Live Support

Everbridge Incident Communications

Delays and errors in operational communications happen every day increasing recovery times, impacting revenue and increasing risk. Everbridge Incident Communications automates your notification procedures by allowing users to select pre-defined messages and processes to use for a specified incident and then determining the correct list of stakeholders and responders.

Access

1 (one) Incident Management Organization Unlimited
Incident Administrator and User seats

Key Features

Unlimited Incident Templates *
Incident Templates supporting different messages & delivery settings based on notification phase (New, Update, Close)
Multi-step workflow that prompts users to add required incident details
Incident communication logging for all broadcast and confirmations
Incident journal to capture additional details not included in incident communications
Reporting of all incident communications details and responses in a PDF format
Custom reports analyze incident communications effectiveness
Communication broadcasts and confirmations include audit trails and timestamps
Search across incidents using status, user, type and date
Real-time incident dashboard for operators showing all open incidents
4 Everbridge basic conference bridge codes

Set-up, Implementation, and Support

Up to 10 total hours of a dedicated Implementation Specialist inclusive of Mass Notification Implementation
Self Service Administrative Set-up, Configuration and Default Preferences
Initial Member Data Upload and Test Broadcast Support
Unlimited Access to Everbridge University classes
24x7 Customer Support (phone, web, email)
Global Support/Operations Centers for Redundant Live Support Dedicated Account Manager

*** Messaging Minutes consumed by Telephone, SMS Text, Pager & Fax broadcast paths are not included**

For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.

AGENDA ITEM 12.1:

To: Oakdale City Council

From: Bryan Whitemyer, City Manager

Re: **November 2020 Administration Department Report**

In an effort to highlight the work being done by all City Departments, City staff provides monthly activity reports to the City Council at the 2nd City Council meeting of each month. These reports are included in the agenda packet as an informational item but council members are encouraged to ask questions about any of the items listed in the report. The purpose of these reports is to help keep the City Council and the public apprised of the work being done in all areas of city operations.

Administration Department Activities

COVID-19 Updates:

Administration staff continues to be in close contact with the Stanislaus County Emergency Operations Center and the Oakdale Emergency Operations continues to hold weekly check in meetings in order to discuss current issues facing our residents and businesses.

Update: 11/16/2020 – Stanislaus County may be headed backwards into the purple tier. On Tuesday, November 10, 2020 the State announced that Stanislaus County was to move from the red tier back into the purple more restrictive tier. Stanislaus County has appealed this decision which at least for the moment has postponed that decision. The State will let Stanislaus County know on Tuesday, November 17, 2020 if they are going back into the purple tier officially.

Business Support: Staff has worked with Opportunity Stanislaus to develop a Small Business Relief Grant Program for Oakdale businesses. The Council approved an allocation of $250,000 for this effort and Opportunity Stanislaus is assisting the City of Oakdale to develop application materials, website and will help administer the program. The application period will open up on Monday, September 21, 2020 and will close on Tuesday, October 13, 2020 at 5pm.

The City continues to assist businesses with outdoor dining permits. Roberts Nut Company on Third Avenue received their permit and the City delivered barricades to create their outdoor dining area.

UPDATE: 10/13/2020 – The Business Relief Grant Program Application period closed at 5pm on October 13, 2020. The City has received over 70 applications. The Review

Committee will begin reviewing the applications once Opportunity Stanislaus has conducted their initial review of the applications.

NEW UPDATE: 11/16/2020 – The Business Relief Grant Program review committee assessed all the applications and recommended that 67 of 78 applicants receive funding. The City Council also approved an additional allocation of $200,000 to the program bring the total to $450,000 for local business relief. City staff has notified all the recipients and those recipients have started to turn in the required paperwork to receive the grant funds. The first round of checks were sent off in the mail on Friday, November 13, 2020.

Other Activities:

- RAD Card Program: City staff is working with Stanislaus County and the Downtown Modesto Partnership to implement the RAD Card Program in downtown Oakdale. The **Relief Across Downtown** card is a digital gift card that **doubles your dollars** when patronizing your favorite Stanislaus County downtown restaurants, retailers and personal care services.

  Load your RAD Card with $25, $50, $75 and up to $100 and get matched, dollar-for-dollar, by donated funds from Stanislaus County and local donors. You can visit https://www.theradcard.com/ to learn more. City staff is currently contacting downtown businesses to sign up to join the program.

- Held weekly Senior Executive Team meetings. These meetings are utilized to plan for upcoming City Council meetings, discuss any community issues that require a multi-departmental response, plan for special events or coordinate responses to public records requests.

- Staffed the Stan County EOC on behalf of the Stanislaus County City Managers. Reported the information gathered from this meeting to the county city managers.

- Met with the owners of the large commercial parcel on West F Street near Crane Road. They provided an update on their property and that they have not received any interest from any commercial developers for their land.

- Attended the StanCOG Management and Finance Committee meeting on November 4, 2020.

- Attended various conference calls to develop the documentation needed to finalize the Energy Efficiency Project financing details. The ECAA Loan and Equipment Lease Financing for the solar panels, HVAC equipment Upgrades

and lighting will be presented to the City Council for its approval on Monday, November 16, 2020.

- Met with Bridle Ridge neighborhood residents to discuss concerns related to trail and landscape maintenance.

- Held conference call with Visionary Home Builders in an effort to finalize the construction schedule for the Oak Leaf Meadows apartments and Pedersen Road improvements.

- Met with Oakdale residents interesting in raising funds to use the park drainage basin on Maag Avenue north of the Oakdale Junior High School into a dog park. The are working with a local architect to design the park and to raise money for its construction. This will ultimately need to be reviewed and approved by the City Council.

- Participated in the Planning Commission Workshop held via Zoom on Wednesday, November 4, 2020 where we discussed options for the rehabilitation of North Third Avenue between F Street and E Street. More workshops will be held in the future.

To: Bryan Whitemyer, City Manager

From: Julie Christel, Council Services and Legislative Records Manager

Re: November 2020 Department Report

Legislative

- Prepared the City Council agenda packets for the regular and special meetings of October 5, 13, and 19, 2020. Attended all meetings and prepared draft City Council minutes for each meeting.

- Prepared and finalized City Council Resolutions for the Mayor's and City Clerk's signatures which were then scanned, filed in the City's Records Retention System and copies distributed to departments and vendors.

Process Contracts, Agreements and Project Completion

- Processed contracts/agreements/Resolutions approved at the October 2020 City Council meetings:
  - CARES Act Expenditure Contracts:
    - Don's Mobile Glass
    - Mainline Plumbing, Inc.
  - Promissory Note for Oak Leaf Meadows
  - Stanislaus County – Building Plan Check and Inspection Agreement
  - Stanislaus County Probation Department – Firearms Range Use Agreement
  - Fred's Firearms – Firearms Range Use Agreement
  - Direct Connect Towers – First Amendment to Contract

Municipal Election – Tuesday, November 3, 2020

- Assist with and monitor the 2020 Municipal Election. Met with Registrar of Voters Site Monitors at the Gene Bianchi Community Center and assisted with set-up of social distancing tape and signs. Ordered banners advertising the date, time, and locations of Ballot Drop Off sites and continued to work with candidates on their FPPC responsibilities.

General Administration

- Received and processed one claim of property damage.

- Received and processed 1 Subpoena.

- Four Public Records Act requests were received during the month of October and four Notice of Determinations were provided to requestors.

- Researched City records and provided documentation for various City departments.
- Continue to work on updating files to Laserfiche.
- Continue to review and update information on City website.
- Manage the City's "Information" email account and respond to inquiries regarding City departments or services.
- Provided Notary Services to city staff and candidates.
- Records Management – Ongoing.
- Continue to attend California League of Cities' biweekly City Clerks Roundtable discussions.
- Completed Session 5 of 7 of the Technical Training for Clerks (TTC) Virtual Series 100 class.

Special Event Applications

Event	Event Dates
Received, processed and finalized Co-Sponsored Special Event application from ASTRO Thrift and Gift Shop for the Oakdale's 12th Annual Old Fashion Downtown Christmas Market.	Saturday, December 5, 2020
Received, processed and finalized Co-Sponsored Special Event application from Oakdale Enrichment Society for an Oakdale Christmas Drive-Thru event.	Saturday, December 5, 2020
Received, processed and finalized Co-Sponsored Special Event application from FFA Boosters and Alumni for Festival of Trees event.	Tree Lighting December 6, 2020
Received and currently processing Special Event Application from The Cowboy Museum to hold a Cowboy Christmas Western Market.	Saturday, November 28, 2020

To: Bryan Whitemyer, City Manager

From: Albert Avila, Director of Finance

Re: October 2020 Finance Department Report for November 2020

Departmental Actions of Note:

Finance – Doors were closed to the public effective March 16, 2020 and reopened to the public on June 1, 2020.

- Processed and 7,692 monthly utility bills
- Processed and mailed 1,315 late utility notices
- 1241 customers assisted at the front counter
- Processed 5,706 payments received through the USPS, online, or City drop box
- 48 customers received the recycling bags
- Continued online training of new financial software system
- 56 Customers registered on the online bill payment site.

Facility

Facility Rentals October 2020

Facility	City Meetings	Weekday Rentals	Weekend Rental
Gene Bianchi Community Center	3	4	0
Gene Bianchi Conference Rooms	8	0	0
Gene Bianchi Kitchen Rental	0	3	0
Oakdale Senior Community Center	0	0	0

Recreation

The Community Park (Skate Park) concession will reopen on July 2nd

Senior Center

The Senior Center closed on March 16th. We now offer:

- Senior wellness checks through phone calls, emails and text messages

- Weekly lunch distribution program; 260 seniors have registered. Average of 130 food boxes are distributed weekly. It is a contact-less distribution process.
- Senior Center serves as a pantry for food and other staples for seniors in need
- Distributed Halloween candy bags to 125 seniors
- Virtual Line Dance class began (using Zoom as the platform). 4 seniors have registered for the class
- Drive-thru flu shot clinic (provided by county public health dept) on October 12. 60 flu shots given
- Hosted the Healthy Aging green bag (produce distribution) and Virtual Senior Summit on October 15th. 150 seniors served

Outreach to community

- Recreation Facebook page has 2010 followers
- Senior Center Facebook has 100 followers

Pending Items:

Finance

Continued Implementation of New Accounting System

Audit for 2019-2020 has started preliminary review

To: Bryan Whitemyer, City Manager

From: Patrick Mondragon, Assistant to the City Manager

Re: **November 2020 Human Resources Department Report**

Recruitments & Terminations:

- Opened recruitments for full-time Animal Control Officer and part-time Animal Shelter Attendant
- Opened recruitments for full-time and part-time Public Safety Dispatcher, to fill vacancies left by staff promotions and resignations.
- Equipment Coordinator (Lead Mechanic) Scott McHenry retired from the City of Oakdale after 20 years of service. We are currently recruiting for this position.
- Temporary volunteer HR Intern started working with us this month, coming in each Thursday for two hours. She is currently assisting with the coordination of a new City of Oakdale 'Holiday Fitness Challenge.'

Strategic Communication:

- City Staff met with Bohannon Insurance Group to review the new 2021 health insurance rates.
- Met with Oakdale Police Officers Association (OPOA), Oakdale Miscellaneous Employee Bargaining Group (OMEBU), and Management Confidential Bargaining Groups to share the new health insurance rates prior to Open Enrollment.
- Met with Oakdale PD staff to brainstorm the creation of a Public Safety Dispatcher/Clerk Recruitment Video.
- Prepared to start Open Enrollment, which will run through the month of November.

Training:

- Facilitated part two of an ERMA sponsored training Webinar on Maximizing Supervisory Skills on 10/8/2020, and also attended the training.
- Registered for 2021 Leadership Oakdale, hosted by the Chamber of Commerce, which will commence in January 2021.

Special Projects:

- Continued to work with RED INC. Architects and Pezzoni Engineering, INC. to finalize plans for Oakdale Police Department/City Hall Facility Improvement Project

To: Bryan Whitemyer, City Manager

From: Jeff Gravel, Public Services Director

Re: **November 2020 Public Services Department Report for October**

AIRPORT DIVISION

- **2020 AIRPORT LAYOUT PLAN AND NARRATIVE**: This Projects scope of work includes Runway Safety Area mitigation, a Drainage Study, a Pavement Condition Study and Operation Counting Report. City Staff received a grant offer from the FAA in May, to prepare a Pavement Condition Study, positioning the City to receive additional grants for pavement rehabilitation. The operations counter is currently not collecting data. Data collection will start in spring of 2021.
- **AIRPORT FUEL SALES (MONTHLY):**
  - January 3,637 gallons
  - February 8,083 gallons
  - March 6,012 gallons
  - April 11,047 gallons
  - May 15,853 gallons
  - June 10,464 gallons
  - July 10,126 gallons
  - August 7,626 gallons
  - September 7,582 gallons
  - October 9,328 gallons
  - November
  - December
  -

BUILDING DIVISION

BUILDING PERMIT ACTIVITY	ISSUED
RESIDENTIAL-SINGLE FAMILY DWELLINGS	0
RESIDENTIAL REMODELS/ALTERATIONS	32
RESIDENTIAL-SOLAR	18
COMMERCIAL REMODELS	8
TOTAL INSPECTIONS PERFORMED	99
TOTAL PERMITS ISSUED	67

- **WINDWARD DEVELOPMENT** – River Pointe subdivision -21 home gated community. Under construction
- **OAKLEAF MEADOWS APARTMENTS** – 56 UNITS Under construction recommenced following COVID protocol quarantine delay. Looking at completion the week of November 23rd
- **ICON at BRIDLE RIDGE** – Florsheim Homes – 48 lot subdivision including 10 infill lots in upper Bridle Ridge.

CODE ENFORCEMENT DIVISION

CODE ENFORCEMENT ACTIVITY	NUMBER
NEW CASES	53
CASES RESPONDED	284
CASES CLOSED	68
NEW CASES YEAR TO DATE	475
CLOSED CASES YEAR TO DATE	488
OPEN CASES	50
GILTON BULKY-ITEM PICK UPS SCHEDULED	47
WATER CONSERVATION ACTIVITY	**ISSUED**
WATER CONSERVATION CASES ADDRESSED	7

- Working on open cases and new service requests.

- Weed abatement & Water conservation season open.
- COVID-19 Business Compliance cases responded to.

ENGINEERING DIVISION

ENGINEERING PERMIT ACTIVITY	ISSUED
ENCROACHMENT	6
TRANSPORTATION	0
GRADING	1

MONTHLY CAPITAL IMPROVEMENT PROJECT UPDATES

- **SEWER CROSSING:** 100% Improvement plans are complete. Finalizing property purchase agreement with Seventh Day Adventist Church, currently under review. State Land Commission finalizing review of our permit for construction. Expected State review to be completed by 12/2020.
- **WOOD BASIN/ Randy Plaza:** storm drainage project expected to be completed mid-October
- **BRIDLE RIDGE TRAIL REPAIR PROJECT:** This Project will repair trail fencing and lighting that is failing due to slope degradation. This Project will be complete the week of October 13.
- **2020 AREA 2 SLURRY SEAL PROJECT:** Working with Constructor to address slurry seal soft conditions. The area will be aggressively swept while ambient temperatures drop to allow the oils in the slurry harden. Completed.
- **SOUTH FIRST AVENUE REHABILITATION:** This Project will remove and replace the sewer, water and pavement. It will also install curb, gutter and sidewalk that is in disrepair. The contractor finished with the sewer main installation and started water main the week of 11/2/2020. The Project is on schedule for paving in mid-December.

PARKS DIVISION

WORK COMPLETED	NUMBER
PARK INSPECTIONS PERFORMED	3
IRRIGATION	On Limited
PLAYGROUND REPAIRS	2

- **PARK AND LANDSCAPE STRIPS:** Irrigation water is on. Adjust watering times on controllers for fall conditions. Shuting irrigation water off 11/9. Will spot irrigation as needed.
- **MOWING:** Mow and edge as needed.
- **PRUNE:** Prune vegetation.
- **TREES:** Pruning, checking tree stakes, and ties to see if they function. Adjust as needed.
- **WEEDS:** Spot spray weeds in all landscape areas as needed.
- **WILLOWOOD:** Preparing for a plant infill project on Willowood between F and the round-a-bout.

PLANNING DIVISION

APPLICATION	LOCATION	DESCRIPTION	STATUS
2017-02 General Plan Amendment and Re-Zone	Oak Leaf Meadows 1135 E J St	56 multi-family residential dwelling units focused on lower income households.	Project is under construction
2017-17 ANNEX	Sierra Pointe Specific Plan area	Specific Plan Amendment, Annexation/Pre-Zone, Tentative Subdivision Map, Financing Plan, and Development Agreement.	Staff working with Applicant on Development Agreement terms and Annexation matters. Public Hearings anticipated Winter 2019/2020.
2019-16 MNUP	Last Call Brewing Co.	Minor Use Permit to allow for Mobile Food Vendors at taproom location.	Staff in process of initiating preparation of a Citywide Mobile Food Vendor Ordinance.
2019-17 General Plan Amendment and Rezone	East F Street	48-unit multi-family residential project located adjacent to Foothills Oaks Shopping Center.	City Staff working on draft Conditions of Approval and driveway design and building treatment.
Loma Lane Subdivision	Loma Lane	Single-Family Residential Units.	Pending Home Building plan check
2019-20 SPR	South Oakdale Industrial Specific Plan area	200,000 square foot warehouse and associated site improvements.	Applicant requested to keep active and to follow up after harvest.
2020-03 SPR	Cost Less Shopping Center	Indoor Storage, Mixed Use, and Residential	Site Plan Review Letter issued to Applicant on 9/33/20

SEWER / STREETS / STORM DRAIN DIVISION

WORK COMPLETED	NUMBER
MISC. WORK ORDERS	22
TRAFFIC SIGN/STREET REPLACEMENT	8
SEWER LIFT STATION REPAIRS	9
CLEAN DRAIN INLETS (DI'S)	2
SEWER LINES CLEANED	25,301 FEET
POT HOLE REPAIRS (HOT MIX) 12x12	10
CRACK SEALING (LINEAR FEET)	3,335 FEET
STORM MAIN CLEANING	0 FEET

- **AUTOMATIC GENERATORS:** We exercised 10 generators last month. (Weekly task-15-minute run time per week.)
- **OTHER TASKS ASSIGNED**
  - Whole department spent two weeks cleaning Bridle Ridge Trail.
  - Homeless clean up @ Shepard court.

- Sewer back ups at 1570 East F St./3375 Magg Ave./287 Laurel Ave.
- Night work with contractor installing new gate valve at Willowood lift station.
- Camera sewer main on Remolds Ave.
- Highway sewer cleaning.
- Cut up and haul away large tree at Dorada Park from storm.
- Water main repair on South First St.
- 2 inch corp stop repair on South First St.
- Place grindings in alley at Wells Fargo bank.

WATER DIVISION

WORK COMPLETED	NUMBER
METER SHUT-OFFS	0
WATER METER READS	8166
MANUAL WATER METER READS	13
WATER RELATED WORK ORDERS	218
WATER TESTING / SAMPLES-ROUTINE	24
WATER TESTING / SAMPLES-WELL HEADS	8
EMERGENCY WATER SERVICE LINE REPAIRS	0
WATER COMPLAINTS	16
UNDERGROUND SERVICE LOCATES FOR CITY UTILITIES	116

- **IRRIGATION WATER & DROUGHT:** Since the drought regulations started, which includes comparable water usage monitoring to similar dates in 2013, water usage In October 2020 was 5.1 % above usage in 2013 in the same month.
- **Dead End Flushing:** Dead end flushing complete for 2020.
- **Testing City Owned Backflow Devises:** City devises are almost complete for 2020. Private and city devises are on schedule to be complete soon.

OAKDALE CITY

MONTHLY REPORT (as dispatched)

SEPTEMBER 2020

	AUG 2020	SEPT 2020	% CHANGE	YTD 2019	YTD 2020	% CHANGE
CALLS FOR SERVICE (CFS)	225	237	**5%**	1,816	1,799	**-1%**
APPARATUS RUNS	310	278	**-10%**	2,526	2,521	**0%**

FIRES	**AUG 2020**	**SEPT 2020**	**% CHANGE**	**YTD 2019**	**YTD 2020**	**% CHANGE**
STRUCTURE	0	0	0%	10	10	**0%**
VEHICLE	1	0	**-100%**	6	10	**67%**
VEGETATION	8	3	**-63%**	47	41	**-13%**
OTHER	2	7	**250%**	44	46	**5%**
TOTAL FIRES	**11**	**10**	**-9%**	**107**	**107**	**0%**

EMS	**AUG 2020**	**SEPT 2020**	**% CHANGE**	**YTD 2019**	**YTD 2020**	**% CHANGE**
EMS	147	148	**1%**	1,071	1,088	**2%**
VEHICLE ACCIDENT	17	12	**-29%**	92	99	**8%**
CPR	6	6	**0%**	23	32	**39%**
TOTAL EMS	**170**	**166**	**-2%**	**1,186**	**1,219**	**3%**

OTHER	**AUG 2020**	**SEPT 2020**	**% CHANGE**	**YTD 2019**	**YTD 2020**	**% CHANGE**
FIRE ALARM	18	14	**-22%**	129	136	**5%**
CO ALARM	2	8	**300%**	16	35	**119%**
ALL OTHER	24	39	**63%**	378	302	**-20%**
TOTAL OTHER	**44**	**61**	**39%**	**523**	**473**	**-10%**

RESPONSE TIMES	**AUG 2020**	**SEPT 2020**	**CHANGE**
AVG RESPONSE TIME	0:14:46	0:07:34	**-7mins12secs**
AVG TURNOUT TIME	0:02:00	0:02:00	**0**

To: Bryan Whitemyer, City Manager

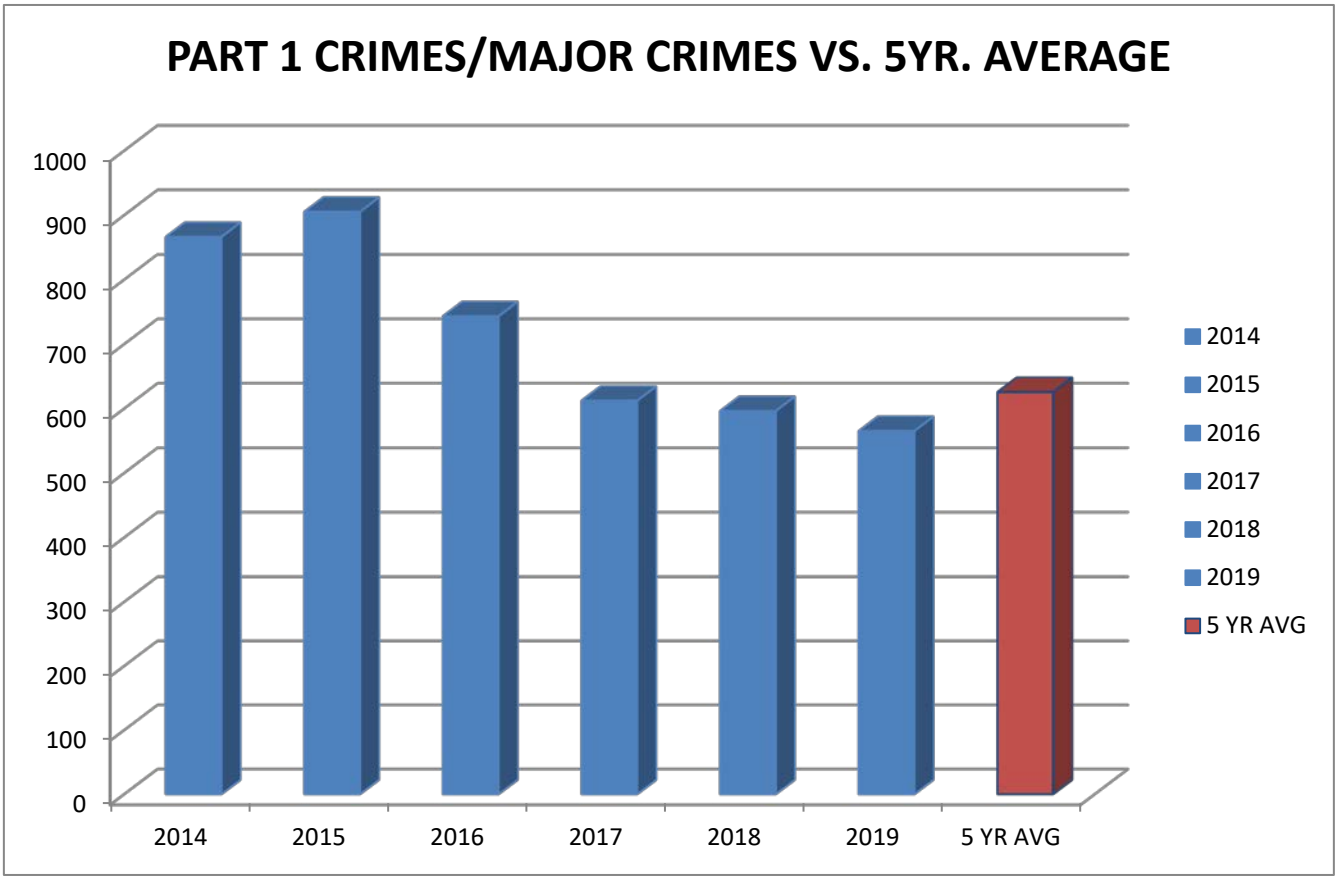
From: Scott Heller, Chief of Police

Re: November 2020 Police Department Report for October 2020

CRIME STATS - YTD

Below are the latest available crime stats for the calendar year to date (January – October 2019 vs January – October 2020 - Attachment A):

- There was 1 homicide in October 2019 and 1 in 2020.
- Robbery increased from 9 in 2019 to 11 in 2020.
- Aggravated Assault increased from 18 in 2019 to 28 in 2020.
- Rape increased from 4 in 2019 to 8 in 2020.
- Simple Assault increased 52% from 87 in 2019 to 132 in 2020.
- Burglary decreased 43% from 86 in 2019 to 49 in 2020.
- Vehicle Theft decreased 39% from 75 in 2019 to 46 in 2020.
- Larceny decreased 43% from 302 in 2019 to 159 in 2020.
- Non-Injury Collisions decreased 42% from 130 in 2019 to 76 in 2020.
- Injury Collisions decreased 31% from 65 in 2019 to 45 in 2020.



TOTAL INCIDENT STATS - YTD

Below are the total incident stats for the department. The department has responded to a total of 24,316 incidents for the calendar year to date:

Total Incident Stats YTD	
Calls for Service	15,292
Officer Initiated Incidents	9,024
Traffic Stops	3,704
Other Officer Involved Activity Incidents	5,320
Business / Building Checks	388
Vehicle / Pedestrian Checks	1,489

INCIDENT BREAKDOWN

During the month of October, the police department responded to approximately 2,911 incidents/calls for service. Below is a list highlighting just a few of the various incident types and counts. The comprehensive list of incidents is attached to the end of this report (Attachment B).

Incidents by Incident Type October 2020	
Suspicious Person	75
Suspicious Vehicle	84
Audible Alarm	89
Silent Alarm	4
Reckless Driving	48
Pedestrian Contact	71
Disturbance	21
Noise Disturbance	28
Petty Theft	19
Burglary	2
Traffic Stop	595
New Warrants	60

PATROL – ONGOING

- October 1st, A residence in the 100 block of Warrington Avenue had been a long-term POP project, and with the collaboration of Code Enforcement and neighbors, we were able to resolve ongoing issues and achieve long term resolution.

- On October 3rd, officers responded to Sol Market and located a subject in possession of a concealed dagger. The subject was booked into county jail.
- On October 4th, while officers were conducting a collision investigation, the tow truck driver was attempting to place one of the involved vehicles on to the tow truck. The vehicle was not secured properly on the tow truck, causing the vehicle to roll off the tow truck and collide into one of our patrol vehicles.
- On October 5th, officers observed subjects breaking into a shed that contained donated clothing. The subjects were taken into custody and booked into county jail for burglary.
- On October 5th, officers stopped a vehicle for various vehicle code violations. A search of the vehicle revealed methamphetamine and heroin packaged for sale. The driver was booked into county jail for various felony charges.
- On October 6th, officers responded to a dumpster fire at a local church. Officers reviewed surveillance video and were able to identify the subject who had started the fire. Officers located the suspect several days later and booked him into county jail for arson.
- On October 6th, officers stopped a vehicle for vehicle code violations. The occupants were documented gang members and on probation. Probation was contacted and ordered one of the subjects be booked into county jail for violation of his probation terms.
- On October 7th, officers were dispatched to a family disturbance where one of the family members was threatening the others and brandishing a hammer. The subject was taken into custody without incident and booked into county jail for criminal threats and brandishing of a weapon.
- On October 8th, officers responded to a call of subjects looking into vehicles. Upon arrival, officers located two subjects and it was determined the same two subjects had been arrested on October 6th for shoplifting at Ace Hardware. During a cursory search, one of the subjects attempted to flee from officers but officers were able to overcome his resistance and prevent his escape. Further investigation revealed the subjects were in possession of property from burglaries that occurred in Modesto. The subjects were booked into county jail for numerous charges.
- On October 9th, staff from Oak Valley Hospital called to report an intoxicated subject on their property. Officers located the subject and it was determined he was on parole. The parole officer authorized a parole hold and the subject was booked into county jail.

- On October 11th, officers conducted a vehicle stop for vehicle code violations. A search of the vehicle revealed pepper spray. The driver was a convicted felon, and therefore prohibited from possessing the item. The driver was booked into county jail for felon in possession of pepper spray and various other felony warrants.
- On October 14th, officers were in the Save Mart parking lot when they observed a subject brandishing a knife and chasing a vehicle through the parking lot. Officers took the subject into custody and booked him into county jail for assault with a deadly weapon and brandishing a weapon.
- On October 15th, officers conducted a traffic stop for various vehicle code violations. The driver failed to yield for a couple of blocks but eventually pulled into a driveway. Upon contact with officers, the driver was noncompliant and taken into custody. A search of the vehicle revealed methamphetamine for sale, and the subject was determined to be under the influence of a controlled substance. The subject was booked into county jail.
- On October 15th, officers conducted a traffic stop for vehicle code violations. It was determined the driver was on parole, and well over fifty miles from the city he was paroled from. The parole officer authorized a parole hold and he was booked into county jail.
- On October 15th, officers working the night shift made four DUI-related arrests.
- On October 16th, officers conducted a vehicle stop for vehicle code violations. It was determined the driver was under the influence of a controlled substance. The driver also had his two children in the vehicle. He was booked into county jail for child endangerment and DUI.
- On October 17th, officers conducted a traffic stop for vehicle code violations. The passenger was a convicted felon and in possession of methamphetamine, a Billy club and pepper spray, therefore prohibited from possessing the items. He was booked into county jail on several charges.
- On October 17th, officers located one of the subjects who had been arrested for shoplifting from Ace Hardware earlier in the month, and once again he was in possession of stolen property. The subject was wanted for a probable cause arrest from Modesto PD. The subject was booked into county jail, and MPD was notified.

- On October 18th, officers were dispatched to a disturbance at a residence. Upon officer's arrival, the subject was slashing the tires of a vehicle. The subject fled with the knife into a backyard where he remained barricaded for approximately thirty minutes. The subject eventually surrendered and was booked into county jail for vandalism and domestic battery.
- On October 22nd, officers responded to reports of a vehicle theft in progress. As officers arrived on scene, a vehicle was observed fleeing the area. Officers located the vehicle and a traffic stop was conducted. A search of the vehicle revealed two stolen catalytic converters, a reciprocating saw, and other burglary tools. All three subjects were booked into county jail for several felony charges.
- On October 22nd, officers were dispatched to reports of a subject shot at the Motel 6. Upon arrival, officers located a victim with a gunshot wound to the abdomen. The victim was conscious and alert, and transferred to a local hospital for treatment. The investigation was turned over to detectives to continue to investigate the case.
- On October 25th, officers conducted a traffic stop for various vehicle code violations. It was discovered an occupant of the vehicle was in possession of a dagger, and as a result, was booked into county jail.
- On October 26th, officers located a stolen vehicle at the Motel 6 that had been reported stolen the day prior. Officers reviewed surveillance video and were able to identify the driver. The subject was located a short time later and booked for various charges, including vehicle theft and drug charges.

SUPPORT SERVICES

- Detectives are currently investigating or assisting in the investigation of 17 active cases.
- Detectives are actively investigating a shooting that occurred at the Motel 6, OPD20-2789.
- A police sergeant attended a two-week Motorcycle School in Alameda and is now a certified motorcycle officer.
- Dispatcher/Clerk Taylor Partenheimer completed training and is now working as a solo dispatcher/clerk.
- Dispatcher/Clerk Lexi Crawford began P.O.S.T. Dispatcher Training.

EVENTS AND PROJECTS

- National Night Out 2020 was celebrated on October 6th at Fair Oaks Elementary School where PD hosted a free drive-thru BBQ for the great citizens of Oakdale. The event was a huge success and enjoyed by all.
- NIBRS
- CLETS Audit
- RIPPA
- Communications Center
- PD Renovation
- CALEA
- Vigilant LPR
- FUSUS Real Time Crime Center (RTCC)

RECRUITMENT

- Sergeant Vanderheiden was selected as the Investigative/Administrative Sergeant effective October 10th.
- Tyson McMahon was promoted to Police Sergeant effective October 10th.
- Testing for Public Safety Dispatcher/Clerk was held on October 30th.
- The Department continues to recruit full-time and part-time Public Safety Dispatcher/Clerks.
- The Department continues to recruit full-time and reserve Police Officers.

EXTRODINARY CIRCUMSTANCES

The COVID-19 Pandemic has required sustained operation of the City Emergency Operation Center (EOC). As a result, many support staff members have been tasked with projects relating to the day to day monitoring and required documentation for the fully functioning EOC.

ONGOING

Staff received the graffiti report for the month of October from the city's TAG (Team-up Against Graffiti) coordinator Mike Hancock. Mr. Hancock reported there were a total of four incidents for the month of October, and noted this is the lowest month since May, and marks a more normal distribution of incident locations. Mr. Hancock advised that despite the lower incident count this month, 2020 is on the way to having a much higher rate of incidents than the last four years. Incidents this month include the following locations: Valley View Park trail, Cost Less Market property, and the community park. There were no gang related incidents reported for the month of October, and no known open graffiti reports at the close of the month. Graffiti patrols have been ramped back up after the reduction during COVID-19, in response to the increased number of incidents. Please note, graffiti occurring at the Community Park is now being reported to either TAG or to PD for reporting and abatement. The details are now incorporated into the reporting for more inclusive city-wide view. A map showing graffiti incidents is attached (Attachment C)

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ATTACHMENT A

OAKDALE POLICE DEPARTMENT CRIME STATISTICS - OCTOBER 2020															PREVIOUS
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD 2020	YTD 2019	YTD +/-%
PART ONE															
Homicide	0	0	0	0	0	0	0	1	0	0			1	1	0%
Rape	1	0	0	1	1	2	0	1	0	2			8	4	100%
Robbery	1	3	1	1	0	2	0	1	2	0			11	9	22%
Assault Total	9	21	11	10	14	14	18	29	11	23			160	105	52%
Aggravated Assault	0	5	1	2	2	1	4	3	3	7			28	18	56%
Simple Assault	9	16	10	8	12	13	14	26	8	16			132	87	52%
Burglary	10	6	2	7	4	6	4	4	3	3			49	86	-43%
Vehicle Theft	3	5	3	10	6	6	6	1	3	3			46	75	-39%
Larceny-Theft	14	21	10	15	21	12	22	15	12	17			159	302	-43%
CITATION TOTAL:	451	180	144	99	162	112	140	179	230	306			2003	2607	-23%
Moving	352	91	64	39	57	43	51	91	76	147			1011	1545	-35%
Criminal	49	37	36	60	96	60	78	85	71	80			652	431	51%
Parking	44	29	24	0	2	0	7	3	72	75			256	510	-50%
Animal	6	23	20	0	7	9	4	0	11	4			84	121	-31%
ARRESTS TOTAL:	230	154	117	114	162	129	136	203	218	272			1735	1617	7%
Adult - Felony	34	34	24	21	24	25	23	28	36	43			292	243	20%
Adult - Misd.	194	119	87	89	135	103	110	169	180	228			1414	1287	10%
Juvenile - Felony	1	1	0	4	0	0	1	5	0	0			12	20	-40%
Juvenile - Misd.	1	0	6	0	3	1	2	2	2	1			18	67	-73%
ACCIDENT TOTAL:	20	15	16	8	6	12	16	10	6	12			121	195	-38%
Non-Injury	16	14	9	2	2	10	8	6	3	6			76	130	-42%
Injury	4	1	7	6	4	2	8	4	3	6			45	65	-31%
Number Injured	5	1	10	7	4	3	10	13	7	10			70	95	-26%
Fatalities	0	0	0	0	0	0	0	0	0	0			0	1	-100%
Pedestrian	1	0	0	0	0	0	1	0	0	0			2	5	-60%
Bike	1	0	2	0	0	0	1	2	0	1			7	3	133%
Motorcycle	0	1	1	3	0	1	0	0	1	0			7	6	17%
PCF - Speed	8	3	6	5	2	3	6	1	2	3			39	66	-41%
PCF - Rt of Way	0	0	0	1	0	1	3	2	3	2			12	32	-63%
DUI	4	3	1	0	0	1	1	2	0	2			14	12	17%
DUI Arrests	11	9	10	3	9	6	4	10	8	20			90	61	48%
Citation: 14601	26	16	16	11	18	21	10	24	34	10			186	118	58%
Thirty Day Holds	4	1	1	0	0	2	1	0	2	2			13	10	30%
DOMESTIC VIO.	5	15	6	8	9	9	9	19	12	11			103	77	34%
Vandalism	10	13	10	9	9	12	20	13	19	10			125	149	-16%
Gang Related Cases	0	0	0	2	0	4	2	1	0	2			11	7	57%
Arson	0	0	1	1	2	1	1	1	0	1			8	0	100%
TOT INCID. RPTD:	3221	2513	2187	2130	2422	2415	2441	2715	2712	3070			25826	31692	-19%

OAKDALE POLICE DEPARTMENT

ATTACHMENT B

INCIDENTS BY INCIDENT TYPE
OCTOBER 2020

INCIDENT TYPE	DESCRIPTION	NUMBER THIS TYP
10-37	10-37 Susp Person	75
10-38	10-38 Susp Vehicle	84
10-44	10-44 Suicide/Attempt Suicide	1
10-48	10-48 Person Down	2
10-50	10-50 Prowler	2
10-53	10-53 Missing Person	6
10-57D	10-57d Dead Animal	17
10-57I	10-57i Injured Animal	8
10-57S	10-57s Stray Animal	29
10-57V	10-57V Vicious Animal	3
10-60	10-60 Audible alarm	89
10-61	10-61 Silent Alarm	4
10-64S	10-64s Subpoena Service	24
10-64W	10-64w Warrant Service	2
10851	10851 VC Stolen Vehicle	7
10851R	10851R Recovered Stolen Veh	2
11-24	11-24 Abandoned Veh	63
11-25	11-25 Road Hazard	11
11-44	11-44 Unattended Death OR Suicide	3
11-79	11-79 Traff Coll - Ambulance ER	1
11-81	11-81 Traff Coll - Minor Injury	7
11-82	11-82 Traff Coll - Non Injury	17
11-83	11-83 Traff Coll - Unk details	6
11350	11350 HS Posession of a Controlled Substance	1
11364	11364 HS HS Paraphenalia	10
11377	11377 HS Felony Possession of HS	8
11550	11550 HS Under influence of HS	2
12500	12500 VC Unlicensed Driver	11
14601	14601 VC Suspended DL	4
14601.1A	Drive w/License Suspended	3
14601.2A	Drive w/License suspended DUI	12
14601.5A	Drive Susp Lic:Spec Circ	1
148	148 PC Delaying/Obstructing	3
166.4	Contemp Disoby Crt Order	6
19-1 OCC	Poss open cont in public	1
20002	20002 VC Hit & Run	6
23103	23103 VC Reckless Driving	48
23152	23152 VC Driving Under Influence	18
240	240 PC Assault	2
242	242 PC Battery	6
243E1	243(E)(1) PC Battery of Non Cohab	2

OAKDALE POLICE DEPARTMENT

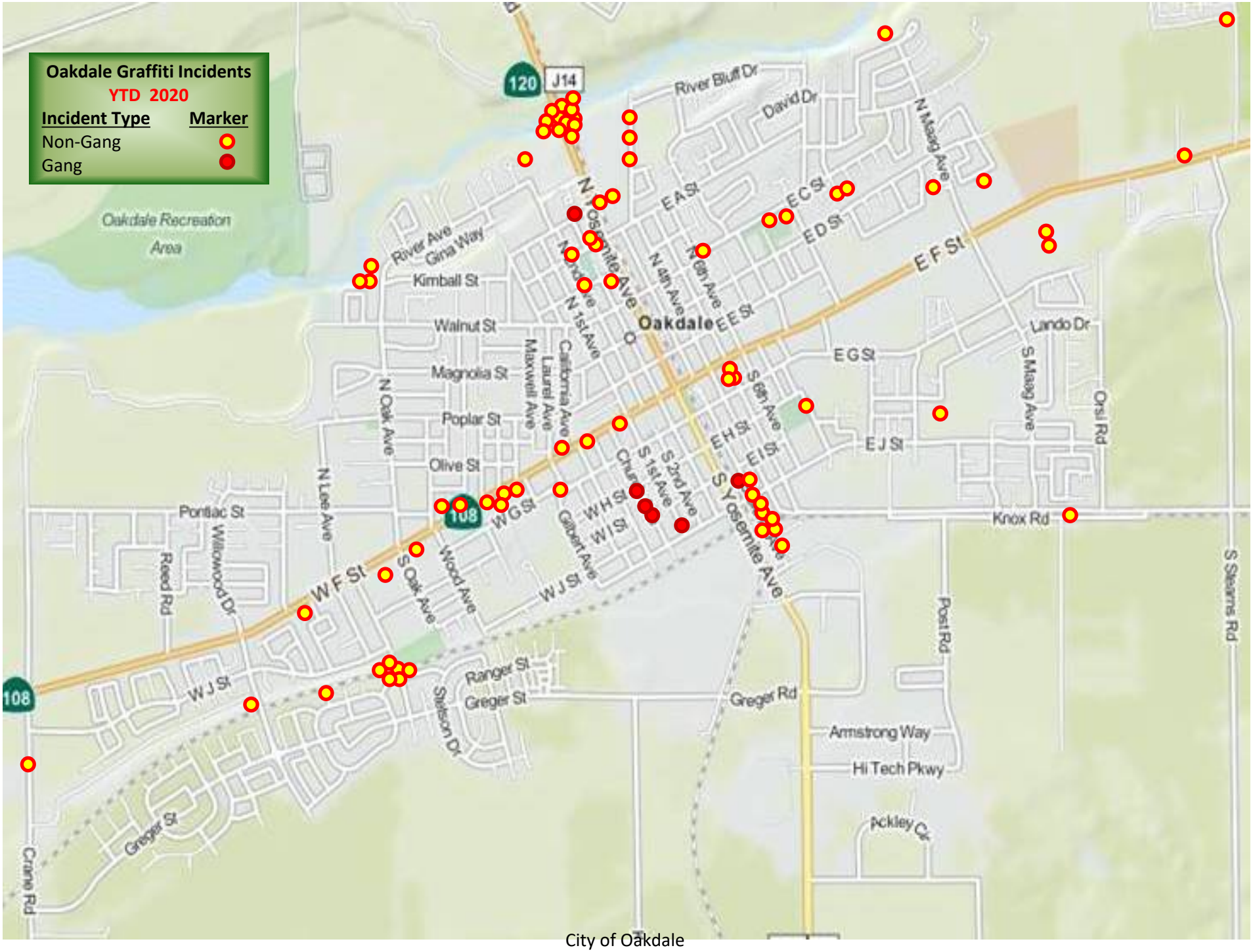
INCIDENTS BY INCIDENT TYPE
OCTOBER 2020

INCIDENT TYPE	DESCRIPTION	NUMBER THIS TYP
273A	273a PC Child Endangerment/Abuse	3
288	288 PC Child Molest	1
290	290 PC Sex Offender Registrant	3
30DAY	30 DAY HEARING	3
4000A	4000A VC Expired Registration	4
415	415 PC Disturbance	21
415E	415E PC Noise Disturbance	28
415F	415F PC Family Disturbance	5
415V	VERBAL ARGUMENT	30
415W	FIGHT WITH WEAPONS	1
417	417 PC Brandishing Weapon	1
422	422 PC Threaten crime:int:terrorize	1
4462.5	4462.5 VC False Registration	5
451	451 PC Arson	2
459	459 PC Burglary	1
460	460 PC Burglary	1
470	470 PC Forgery	1
484E PC	Theft of Access Card/Account Info	4
484G PC	Fraudulent Use of Access Card/Account Info	6
487	487 PC Grand Theft	3
488	488 PC Petty Theft	19
5150	5150 WI Mentally Disabled	14
530.5 PC	Identity Theft	1
594	594 PC Vandalism	6
602	602 PC Tresspassing	14
646.9	646.9 PC Stalking	1
647F	647F PC Public Intoxication	8
664/187	Attempted Murder	1
911	911 Hang up	213
ABC	ABC License	1
ANIMAL	Animal Incident	29
AOA	Assist Outside Agency	16
AREACK	Area Check	132
ARREST	Arrest	62
ASSIST	Public Assist	47
BARK	Barking Dog Complaint	8
BIKE	Bicycle Stop	10
BITE	Animal Bite	4
BOL	BOL	22
C5	C5 Stake Out	12
C6	C6 Follow - up	16

OAKDALE POLICE DEPARTMENT

INCIDENTS BY INCIDENT TYPE
OCTOBER 2020

INCIDENT TYPE	DESCRIPTION	NUMBER THIS TYPE
COMP	Complaint	61
COP	COMMUNITY ORIENTED POLICING	8
CT ORD	Court Order	4
EMS	Emergency Med Srv	108
EVENT	SPECIAL EVENT	1
FIRE	Fire, Non-specific	14
FLAG	Citizen Flag Down	27
FOOT	Foot Patrol	11
FPROP	Found Prop	6
GASLEAK	Gas Leak	1
GRAFFITI	Graffiti	4
HARASS	Harassment	3
HAZARD	Hazard	10
HS	Drug Activity	3
INFO	Information	77
INVEST	Investigation	1
JUVCOMP	Juvenile Complaint	10
LPROP	Lost Property	3
MOTORIST	Motorist Assist	2
OCC CK	OCC ENFORCEMENT	47
PED	Pedestrian Contact	71
PKG	Parking Comp	36
PPTOW	Private Property Tow	1
PREMCK	Premise Check	58
PUBLIC	Public Assist	4
PW	Public Works Detail	2
REPO	Repossessed Vehicle	12
SECCK	Security/Welfare Check	55
SHOTS	Shots Fired	14
SMOKE	Smoke Check	4
SRO	School Resource Inc	3
SUPCIR	Susp Circ	97
THREAT	Threat Complaint	6
TRAFFIC	Special Traffic Enforcement	9
TRAINING	Training Assignment	5
TSTOP	Traffic Stop	595
WARFRGN	Foreign Wrnt Proc	2
WARNEW	New Warrant	60
WARRANT	Warrant Arrest	7
XPTL	Extra Patrol	53
Total Incidents		**2911**


Oakdale Graffiti Incidents
YTD 2020
Incident Type
Marker
Non-Gang
Gang
Oakdale Recreation Area
120
J14
108
Oakdale
River Bluff Dr
David Dr
N Maag Ave
E A St
E C St
E D St
E F St
E E St
E G St
E H St
E I St
E J St
N Yosemite Ave
S Yosemite Ave
N 4th Ave
N 6th Ave
S 6th Ave
River Ave
Gina Way
Kimball St
Walnut St
Magnolia St
Poplar St
Olive St
Pontiac St
N 1st Ave
Maxwell Ave
Laurel Ave
California Ave
N Oak Ave
N Lee Ave
Reed Rd
Willowood Dr
W F St
W G St
W H St
W I St
W J St
S Oak Ave
Wood Ave
Gilbert Ave
S 1st Ave
S 2nd Ave
Ranger St
Greger St
Stetson Dr
Greger Rd
Armstrong Way
Hi Tech Pkwy
Ackley Ct
Crane Rd
Lando Dr
S Maag Ave
Orsi Rd
Knox Rd
Post Rd
S Stearns Rd

AGENDA ITEM 12.2:

Update on COVID-19 Response in Oakdale.