



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

January 03, 2023 REGULAR MEETING OPEN SESSION 8:00 PM AGENDA

PUBLIC ACCESS AND PARTICIPATION

To view the meeting, attend the meeting or provide comment, please see the options below. All comments emailed will be provided to the Council Members for their consideration.

To View the Meeting:

1. Watch our live feed <https://www.youtube.com/channel/UCAoRW34swYl85UBfYqT7IbQ/>
2. Watch via Zoom
<https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09>
Meeting ID: 968 7031 9529
Passcode: 67684553
3. Listen via Telephone
Telephone: 1-669-900-6833
Meeting ID: 968 7031 9529
Passcode: 67684553

To Provide Comment to the Council:

1. Email before the meeting by 2:00 PM your comments to publiccomment@cityoforoville.org
2. Attend the meeting in person.

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

CALL TO ORDER / ROLL CALL

Council Members: David Pittman, Eric Smith, Krys Riggs, Art Hatley, Janet Goodson, Vice Mayor Scott Thomson, Mayor Chuck Reynolds

OPEN SESSION

1. Pledge of Allegiance
2. Adoption of Agenda

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

This is the time to address the Council about any item not listed on the agenda. If you wish to address the Council on an item listed on the agenda, please follow the directions listed above.

CONSENT CALENDAR

Consent calendar **items 1 - 2** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR APN 078-010-047 AND 078-020-035

Authorize the City Administrator, or designee, to sign an amendment to the development agreement for NorthStar to conduct storm, sewer and water analyses, for property located on Ophir Road APNs 078-010-047 and 078-020-035, and allocate an additional \$17,000 to pay for this work.

RECOMMENDATION

Authorize the City Administrator, or designee, to sign an amendment to the development agreement for NorthStar to conduct storm, sewer, and water analyses, for property located on Ophir Road APNs 078-010-047 and 078-020-035, and allocate an additional \$17,000 to pay for this work.

2. AUTHORIZE INCREASED PURCHASE AMOUNT FOR STREET DEPARTMENT NEW 5-YARD 2024 KENWORTH DUMP TRUCK

Council many consider and approve the \$16,060.58 increase in the budgeted purchase amount of City equipment.

RECOMMENDATION

Approve the \$16,060.58 increase in the purchase price of new 5-yard Kenworth Dump Truck utilizing the pricing from Sourcewell program (Contract# 060920-KTC). Authorize expenditure from the Capital Asset Replacement Fund.

PRESENTATIONS AND PROCLAMATIONS

1. Presentation of Plaques to Mayor Chuck Reynolds and Council Member Art Hatley
2. Swearing in Ceremony for Mayor David Pittman, Treasurer Karolyn Fairbanks, Council Member - District A Tracey Johnstone, Council Member - District B Eric Smith and Council Member - District F Shawn Webber
3. 5-Minutes Recess

3. MEETING CALENDAR FOR 2023

The City Council may consider adopting the City Meeting Calendar for 2023.

RECOMMENDATION

Adopt the City's Meeting Calendar for 2023.

4. APPOINTMENT OF VICE MAYOR FOR 2023

The Council will select the Vice Mayor of the Oroville City Council for 2023

RECOMMENDATION

The City Council will leave the current Vice Mayor in place;

or

Nomination and appointment of a new Vice Mayor by at least four members of the City Council.

5. AIRPORT TENANT AGREEMENT WITH JENCO AVIATION AT THE OROVILLE MUNICIPAL AIRPORT TO PROVIDE FIXED BASED OPERATOR (FBO) SERVICES

The Council will consider authorizing the Mayor to execute an Airport Tenant Agreement with Jennifer Anderson, dba JenCo Aviation, to lease for a five-year period: (a) the Fixed Based Operator (FBO) Building for aviation services and (b) a monthly stipend from income of hangars G & H, and (c) the tie-downs and a fuel flowage fee located at the Oroville Municipal Airport for the purpose of providing FBO services.

RECOMMENDATION

Adopt Resolution No. 9120 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AIRPORT TENANT AGREEMENT WITH JENNIFER ANDERSON, dba JENCO AVIATION FROM JANUARY 1, 2023 TO JANUARY 30, 2028 TO PROVIDE FIXED BASE OPERATOR (FBO) SERVICES AT THE OROVILLE MUNICIPAL AIRPORT– (Agreement No. 3440)

6. COUNCIL APPOINTMENTS TO COMMITTEES, COMMISSIONS, AND BOARDS

The Mayor may appoint Council Members to various Committees, Commissions and Boards or leave assignments the status quo. Once the Mayor has made these assignments, the Council will vote to confirm the assignments.

RECOMMENDATION

Mayor assign Council Members to various assignments, discuss assignments and vote to confirm or deny assignments.

7. PRIORITY GOAL SETTING WORKSHOP LOGISTICS

The City Council may discuss logistics and options related to a Priority Goal Setting Workshop.

RECOMMENDATION

Discuss and provide staff direction.

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council will meet with the the Personnel Officer and City Attorney related to the following positions: City Administrator
2. Announcement from Closed Session

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
2. Future Agenda Items
3. Administration Reports

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on January 17, 2023 at 4:00 p.m.

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

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



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL

FROM: DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR

**RE: AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR
APNS 078-010-047 AND 078-020-035**

DATE: JANUARY 3, 2023

SUMMARY

Authorize the City Administrator, or designee, to sign an amendment to the development agreement for NorthStar to conduct storm, sewer and water analyses, for property located on Ophir Road APNs 078-010-047 and 078-020-035, and allocate an additional \$17,000 to pay for this work.

DISCUSSION

The City of Oroville General plan designates the parcels south of Ophir Road as a Ophir Road Specific Plan Area for a mixture of industrial, technology, and warehouse uses. As a part of the City's on-going economic development efforts, it is important to position this area so that it is development ready including performing all necessary studies to allow for a developer to move forward without the long delay once a potential user is identified.

On April 5, 2022, the City Council approved a Development Agreement for these parcels. This work includes a careful examination of the current general plan designation, making any amendments to that designation that might be required. The Developer and the City have contracted with North Valley Environmental for environmental permitting services, and Raney Planning & Management for the preparation of the environmental impact report.

At that time, to ensure that the City is fully reimbursed all of its costs, a development agreement was prepared so that when the property is either sold or developed, the owner and/or developer are responsible to fully reimburse the City all costs. The Development Agreement has since been fully executed.

The requested amendment in the amount of \$17,000 follows a proposal received by NorthStar to conduct the Storm Water, Water, and Sewer Analyses. The Amendment

to the Agreement secures reimbursed to the City for the work by the owner and/or developer.

FISCAL IMPACT

Allocate \$17,000 for NorthStar to prepare the Storm Water, Water, and Sewer Analyses. Funding will come from General Fund Unassigned Fund Balance.

RECOMMENDATION

Authorize the City Administrator, or designee, to sign an amendment to the development agreement for NorthStar to conduct storm, sewer, and water analyses, for property located on Ophir Road APNs 078-010-047 and 078-020-035, and allocate an additional \$17,000 to pay for this work.

ATTACHMENTS:

Development Agreement No. 3434
Amendment to Agreement No. 3434-1
Proposal from NorthStar

**AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR OPHIR ROAD
APNS 078-010-047 AND 078-020-035 BY AND BETWEEN THE CITY OF
OROVILLE AND GAGE AND CHRISTINE CHRYSLER TRUST AND JAMES
E. O'BNNON AND SUSIE C. O'BANNON REVOCABLE TRUST**

(Amendment No. 1)

This Amendment dated January 3, 2023, is to Development Agreement No. 3434 between the City of Oroville ("City") and Gage and Christine Chrysler and James E. and Susie C. O'Bannon ("Owners").

A copy of Contract Agreement No. 3434 is attached as Exhibit "C" including all prior amendments.

In consideration of terms and conditions herein, City and Owners agree that Agreement No. 3434 shall be amended as follows:

1. The Agreement shall be amended to include Storm Water, Sewer and Water Analysis work proposed by NorthStar in an amount not to exceed \$17,000.
2. The documents are attached as Attachment A to this Amendment.
3. Conflicts between the Agreement and any previous amendment to the Agreement shall be controlled by this amendment. All other provisions within Agreement No. 3434 as amended shall remain in full force effect.

CITY OF OROVILLE

GAGE AND CHRISTINE CHRYSLER TRUST

David Pittman, Mayor

By: L. Gage Chrysler

Christine A. Chrysler

JAMES E. O'BANNON AND SUSIE C.
O'BANNON REVOCALBE TRUST

James E. O'Bannon

Susie C. O'Bannon

ATTEST:

APPROVED AS TO FORM:

Jackie Glover, Assistant City Clerk

Scott E. Huber, City Attorney



**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND CONSULTANT**

DATE: 12-5-2022

CLIENT: Gage Chrysler Etal
1405 Rim Rock
Chico, CA 95928

CONSULTANT: NorthStar
111 Mission Ranch Blvd., Suite 100
Chico, CA 95926
(530) 893-1600

PROJECT: Ophir Road Development
Amazon Site

NS#: 22-008

ADDRESS: Ophir Road

APN: 078-010-047 & 078-020-035

A. CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Client agrees to engage Consultant according to the terms of this agreement ("the Agreement").

1. Consultant agrees to perform the services set forth on Exhibit "A" attached hereto and incorporated herein by this reference ("Scope of Services").
2. Client agrees (unless otherwise stated herein) to compensate Consultant for its Services according to the cost proposal attached hereto as Exhibit "B" and incorporated herein by this reference. Consultant reserves the right to increase the rates set forth in Exhibit "B" at reasonable intervals.
3. Client agrees to provide Consultant with any and all documents necessary to identify the ownership location and the condition of the Property, including but not limited to, deeds, maps, title reports and information, and permits; and to obtain for Consultant, upon request, the authorization of the owner to enter upon the Property for the purpose of conducting Consultant's Services thereon.

B. GENERAL PROVISIONS:

Client and Consultant agree that the following provisions shall be part of this Agreement:

1. **Ownership of Work Product.** Client acknowledges that all original papers, documents, maps, surveys, and other work product of Consultant and copies thereof produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall remain the property of Consultant. This includes documents in electronic form. Consultant shall have the unrestricted right to use any such work product, for any purpose whatsoever, without the consent of Client. Client further acknowledges that its right to utilize the services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.
2. **Use of Work Product.** Client agrees not to use or permit any other person to use final maps, exhibits, legal descriptions, surveys, plans, details, calculations, or other work product ("Work Product") prepared by Consultant, which Work Product is not final and which is not signed, and stamped or sealed by Consultant. Client agrees that Consultant is not responsible for any such use of non-final Work Product and waives any right to claim liability against Consultant therefore. Client further agrees that final Work Product is for the sole use of Client for the specified purpose described in Exhibit A of this Agreement. Such final Work Product may not be altered or reproduced in any way nor used on any other project or for any other purposes than as specifically authorized by Consultant in writing prior to any such use, alteration, or reproduction.
3. **Changes in Work Product.** In the event Client agrees to permit or authorizes changes in the documents prepared by Consultant pursuant to this Agreement, to which changes Consultant has not previously consented to in writing, Client acknowledges that such changes and the effects thereof are not the responsibility of Consultant and Client agrees that Consultant is automatically released from any and all liability arising there from and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising there from unless caused by the sole negligence or willful misconduct of Consultant.

4. **Standard of Care.** Consultant's services are to be performed pursuant to generally accepted standard of practice in effect at the time of performance and in the same or similar locale. Consultant makes no warranty either expressed or implied as to its findings, recommendations, or professional advice, except for compliance with the above standards.

5. **Basis of Compensation and Method of Payment.** Client recognizes that prompt payment of Consultant's invoices is an essential aspect of the overall consideration Consultant requires for providing service to Client. Accordingly, Client agrees to advise Consultant as to the person to whom invoices should be addressed and such other pertinent details Consultant should observe to help Client expedite payment.

Client shall make an initial payment (retainer) upon execution of the Agreement. This retainer shall be held by Consultant and applied against the final invoice. Accounts are billed by the Consultant during the third week of each month for work done in the previous month, are due upon presentation and shall be considered Past Due if not paid prior to the next billing date. If payment is not received by Consultant prior to the next billing date, Client shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the Past Due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Payment of any invoice by Client to Consultant shall be taken to mean that Client is satisfied with Consultant's services and is not aware of any deficiencies in those services.

If Client objects to any portion of an invoice, Client shall so notify Consultant in writing within 14 calendar days of the invoice date, and Client and Consultant shall work together to resolve the matter within 60 days of its being called to Consultant's attention. Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by Client on all disputed invoiced amounts resolved in the Consultant's favor and unpaid for more than 30 calendar days after date of submission. If resolution of the matter is not attained within 60 days, either party may terminate the Agreement in accordance with conditions indicated in the Termination of Contract clause.

If Client for any reason fails to pay the undisputed portion of Consultant's invoices within 30 days of the invoice date, Consultant has the right to cease work on the project and Client shall waive any claim against Consultant for damages and/or delays attributable to the cessation of services, and shall defend and indemnify Consultant from and against any claims for injury or loss stemming from Consultant's cessation of service. Client shall also pay Consultant the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 et. seq.) any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property.

In the event legal action is necessary to enforce the payment provisions of the Agreement, Consultant shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at the Consultant's prevailing fee schedule and expense policies.

6. **Suspension or Termination of Performance.** In addition to any other rights Consultant may have for default of Client, if Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees invoices shall be considered past due and Consultant shall have the right to consider such default in payment a material breach of this Agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this Agreement may be suspended or terminated at Consultant's sole option.

7. **Timeline for Offer to Contract / Termination of Agreement.** This offer to contract is good for 14 days after the date shown below in the Consultant's signature block. If Client fails to sign this contract within 14 days, the offer may be withdrawn making it null and void. Once this Agreement has commenced, it may be terminated by either Client or Consultant upon 30 days written notice to the other party. Client shall bring all outstanding charges current prior to termination of Agreement.

8. **Changed Conditions.** In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications or other changes to Consultant's services before further activity proceeds. Further, Client agrees that any construction contracts for any project which involves Consultant's Work Product shall include a provision that requires the contractor to notify Client of any changed field or other conditions after which Client shall timely notify Consultant. Changes to any applicable codes, laws, ordinances and regulations that require changes to the calculations, drawings and specifications may result in additional charges.

9. **Project Approval and Conditions of Approval.** There is no guarantee, implied or otherwise, that this project will be approved by the local agency or what the conditions of approval will be.

10. **Extra Work.** Client acknowledges that the scope of services described in Exhibit "A" are based upon conditions and requirements existing at the time of the execution of this Agreement. Client further acknowledges that clarifications, adjustments, modifications, and other changes may be necessary to reflect changed conditions or requirements. No tasks outside the agreed scope of services will be performed without prior written approval of the Client. Client agrees that if services not

specified in this Agreement are provided, Client agrees to timely pay for all such services as "Extra Work" at the rates set forth (unless otherwise agreed herein) in Exhibit "B." Any such additional services shall be performed subject to the terms and conditions of this Agreement as if specifically provided for herein.

11. Payment of Costs. Client shall pay the costs of checking and inspection fees, all application fees, assessment payment, soils engineering fees, soils testing fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement. In the event all or any portion of the services are suspended, and restarted, Client agrees to pay Consultant on demand, as extra service, any additional expense or services required by Consultant as a result of suspension of the services.

12. Indemnity. Client agrees to the fullest extent permitted by law, to indemnify and hold Consultant, its officers, directors, and employees harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Client's conduct in connection with the project and the acts of its contractors, subcontractors, consultants or anyone for whom Client is legally liable. Client agrees to be solely and completely responsible for jobsite conditions during the course of Consultants performance including safety of all persons and property and to defend and indemnify and hold Consultant harmless from any and all liability, real or alleged in connection therewith, except liability arising from the sole negligence or willful misconduct of Consultant.

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client, its officers, directors, and employees (collectively "Client"), harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Consultant's negligent performance of professional services under this Agreement and that of its sub consultants or anyone for whom Consultant is legally liable. Neither Consultant nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

13. Delays. Consultant is not responsible for delay caused by activities or factors beyond Consultant's control including, but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, inclement weather, acts of God, failure of Client to timely furnish payment as defined in Section B number 5 in this agreement, information or approval or disapproval Consultant's work, faulty or untimely performance by Client or others, including contractors and governmental agencies. In the event such delays occur, Client agrees to save and hold Consultant harmless therefore.

14. Lien rights. This Agreement shall not be construed to alter, affect or waive any lien or stop notice right or other remedy, which Consultant may have for the performance of services pursuant to this Agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the property on which Consultant is to perform its services. Client also agrees to separately provide Consultant with the name and address of any and all persons, including lenders, who are entitled to receive a preliminary notice.

15. Liability Limits. Client and Consultant have discussed the risks and rewards associated with this project, as well as Consultant's fee for services. Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total aggregate liability to Client and all contractors and subcontractors is limited to three times the contract amount for any and all injuries, damages, claims, losses, expenses or claim expenses (including attorneys' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Client further agrees to notify all contractors and sub-contractors of this limitation of Consultant's liability to them and require them to abide by this limitation of damages suffered by any contractor or subcontractor arising from Consultant's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Consultant's actions or inactions.

16. Waiver. Waiver by Consultant of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant and any such waiver shall not constitute a continuing waiver thereof.

17. Advisory Only. Consultant shall only act in an advisory capacity to Client in governmental relations. Client shall be responsible for all decision-making activities therein.

18. Validity. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.

19. Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. Dispute Resolution: All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to the Agreement will be submitted to non-binding mediation as a condition precedent to other remedies provided by law. If a dispute arises related to the services provided under the Agreement and that dispute requires litigation in addition to mediation as provided above, then:

- A. The claim will be brought and tried in the County where Consultant's principal place of business is located; and
- B. The prevailing party will be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees.

21. Time Bar to Litigation. All legal actions by either party against the other for breach of the Agreement or for the failure to perform in accordance with the applicable standard of care, however denominated, shall be barred two (2) years from the time claimant knew or should have known of its claim, but in no event, no later than four (4) years from completion or cessation of Consultant's services.

22. Assignment. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Consultant may, at Consultant's sole discretion, subcontract to third parties portions of the services to be performed hereunder.

23. Inurement. The Agreement shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant. Nothing in this Agreement however, shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Consultant. Consultant's services under this Agreement are being performed solely for the Client's benefit and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

24. Entire Agreement. This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.

25. Acceptance and Commencement. By execution of this Agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the services. In the event Client is not the owner of the property, Client represents that Client has obtained permission from said owner for Consultant to proceed.

26. Code Compliance. Consultant shall exercise usual and customary professional care in rendering a design complying with Consultant's current understanding of the applicable federal, state or local Code requirements. However, Consultant makes no guarantee or warranty either expressed or implied that its design complies with the Code. Client acknowledges that the standards for design practice under the Code are still evolving.

27. Obtaining Permits from Governing Agencies. Obtaining permits from the governing agencies for the Project is an important step in the construction process (where required). Duties of these agencies that add value to the Project include, but are not limited to, the plan check process and construction inspection, if applicable.

All Instruments of Service provided by Consultant are only valid if permits have been obtained. If permits have not been obtained, where required, all Instruments of Service shall be considered null and void. Client hereby waives any claim against Consultant for loss allegedly arising from the Project if the required permits have not been obtained.

It is the duty of the Client to notify Consultant if they are aware that any public agency permits have not been obtained. If Consultant becomes aware that permits have not been obtained (where required), Consultant is obligated to cease work on the Project, as required by California state law. Consultant may also, at its option, inform some or all parties involved with the Project of the absence of permits. These parties may include, but are not limited to, the Contractor, Architect, Owner and building department. California state law does not impose a duty on Consultant to investigate whether or not permits have been obtained.

28. Third-Party Beneficiaries. Nothing contained in the Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party, against either Client or Consultant. Consultant's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Consultant because the Agreement or the performance or non-performance of services hereunder. Client and Consultant agree to require similar provisions in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

29. Preparation of Agreement. By signing the Agreement, both parties consent that the Agreement has been prepared and negotiated equally by Client and Consultant.

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

CLIENT:

BY: _____

TITLE: _____

SIGNED: _____

DATE: _____

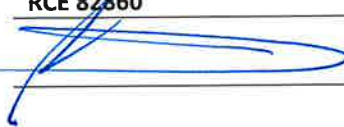
CLIENT:

BY: _____

TITLE: _____

SIGNED: _____

DATE: _____

CONSULTANT:BY: Lambert O. LoweTITLE: Senior EngineerLICENSE NO. RCE 59077SIGNED: DATE: 12/5/2022**CONSULTANT:**BY: Richard GuevarraTITLE: Senior EngineerLICENSE NO. RCE 82860SIGNED: DATE: 12/5/2022

ATTACHMENTS included and made a part of this agreement:

X	EXHIBIT "A"	SCOPE OF SERVICES
X	EXHIBIT "B"	COST PROPOSAL & STANDARD RATE SCHEDULE

EXHIBIT "A"

SCOPE OF SERVICES

The project is proposing to develop four warehouses totaling approximately 2.2 million square feet (sf). The proposed project site is located southwest of the intersection of Ophir Road and Baggett Palermo Road in the City of Oroville, California. The approximately 170.21-acre project site consists of two parcels (APN 078-010-047 and 078-020-035) and is undeveloped. The City of Oroville General Plan designates both parcels as Industrial. APN 078-010-047 is zoned Intensive Industrial (M-2) and APN 078-020-035 is zoned M-2 with a South Ophir Specific Plan Area Overlay.

Consultant agrees to perform the following services:

Task 1: Hydrology Analysis

The task effort will include:

- Research – Review project site for base hydrology information including the base flood elevation, surrounding waterways, City of Oroville Storm Drain master plans for the area, related City code sections, and project site constraints.
- Coordination with the City of Oroville.
- Reference Exhibits – Preparation of exhibits that show the project location as well as pertinent hydrology/storm drain information.
- Analysis – Written analysis regarding hydrology setting, constraints, and related conditions.

Task 2: Water System Analysis

The task effort will include:

- Research – Review project site for the location and availability of water including review of the Water Supply Assessment from South Feather Water and Power, related City code sections, and project site constraints.
- Coordination with South Feather Water and Power.
- Reference Exhibits – Preparation of exhibits that show the project location as well as pertinent water information.
- Analysis – Written analysis regarding water setting, constraints, and related conditions.

Task 3: Sewer System Analysis

The task effort will include:

- Research – Review project site for the location and availability of sewer service including review of the sewer service from the City of Oroville and LOAPUD, and related City code sections, and project site constraints.
- Coordination with the City of Oroville.
- Reference Exhibits – Preparation of exhibits that show the project location as well as pertinent sewer information.
- Analysis – Written analysis regarding sewer setting, constraints, and related conditions.



EXHIBIT "B"
COST PROPOSAL

CONSULTANT FEE: The estimated fee to complete the Scope of Services is: \$16,964.00 (Time and Materials)

Task 1: Storm Drain Analysis	\$5,984.00
Task 2: Water System Analysis	\$5,200.00
Task 3: Sewer System Analysis	\$5,780.00

RETAINER: A deposit in the amount of \$ 0 is required.

OUTSIDE FEES: Estimated outside costs associated with your project not included in the estimated professional fee(s) above:

Estimated fees are based upon our experience with previous projects. Situations and requirements vary with each project and the actual cost may be more or less than this estimate. Client will be billed monthly for accrued costs.

EXHIBIT "B"

STANDARD HOURLY RATES

Effective July 1, 2022 through June 30, 2023*

Engineering/Surveying

	<u>Hourly Rate</u>
Principal Engineer/Surveyor	\$230.00
Senior Managing Engineer/Surveyor	\$210.00
Senior Engineer/Surveyor	\$188.00
Associate Engineer/Surveyor	\$166.00
Assistant Engineer/Surveyor	\$145.00
Junior Engineer	\$125.00
Senior Designer/Technician	\$136.00
Associate Designer/Technician	\$115.00
Assistant Designer/Technician	\$ 95.00
One Person with GPS/Robotic (Party Chief)	\$185.00
Two-Person Survey Crew	\$250.00
Party Chief (Prevailing Wage)	\$230.00
Two-Person Survey Crew (Prevailing Wage)	\$325.00

Architecture

	<u>Hourly Rate</u>
Senior Architect	\$175.00
Project Architect	\$160.00
Assistant Architect	\$145.00
Architectural Job Captain	\$130.00
Architectural Drafter	\$110.00

Planning/Environmental/GIS

	<u>Hourly Rate</u>
Principal Planner	\$175.00

Administrative

	<u>Hourly Rate</u>
Project Management	\$165.00
Administrative	\$100.00

Other

	<u>Rate</u>
Litigation Support – Expert Witness Testimony	\$500.00 per hour
Mileage	Current Federal Rate
Reproduction, Materials, Fees, Special Mail, etc.	Cost + 15%
Subcontractors	Cost + 15%

*Rates typically increase 4-5% per year

CITY OF OROVILLE, CALIFORNIA
Development Agreement
With
Gage and Christine Chrysler Trust
And
James E. O'Bannon and Susie C. O'Bannon Revocable Trust

1. PARTIES

This Development Agreement (hereinafter called "Agreement") is entered into by and between the City of Oroville (hereinafter called "City"), whose address is 1735 Montgomery Street, Oroville, California 95965, and L. Gage Chrysler and Christine A. Chrysler, Trustees of the Gage and Christine Chrysler Trust and James E. O'Bannon and Susie C. O'Bannon, Trustees of The James E. O'Bannon and Susie C. O'Bannon Revocable Trust (hereinafter together called "Property Owner") whose address is 1405 Rim Rock Drive, Chico,, California, 95928.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Agreement shall not be effective or enforceable until it is approved and signed by the Mayor of Oroville or designee and the Property Owner (hereinafter called the "Effective Date"). The City shall not be bound by any provision hereof, prior to the Effective Date.

3. RECITALS

A. Authority

On April 5, 2022, the City Council authorized the City Administrator to enter into and execute this Agreement.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

C. Purpose

The City enters into this Agreement to retain and expand existing business opportunities, retain and expand the area employment base, and serve as a specific inducement for Property Owner to improve the real property described as Butte County Assessor Parcel Numbers 078-010-047 and 078-020-035 located on the southwest corner of Ophir Road and Baggett Palermo Road in Oroville, California, and approximately 161.43 acres in size (the "Property").

D. References

All references in this Agreement to sections, subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEADLINE FOR COMPLETION AND PAYMENT FOR WORK

The City shall contract for the work described in section 5.A. below within thirty (30) days of the Effective Date and such work shall be completed and paid for within one hundred eighty (180) days of the Effective Date.

5. DESCRIPTION OF WORK

A. Permitting Services and Preparation of an EIR

The City will contract and pay for the work described and fees incurred in the Proposals provided by: (i) North Valley Environmental for environmental permitting services dated April 20, 2022, attached hereto and (ii) Raney Planning & Management, Inc. for the preparation of an Environmental Impact Report dated April 4, 2022, attached hereto. The total cost of this work shall not exceed \$300,000.

6. Reimbursement of the City By the Property Owner

Property Owner will reimburse the City for the cost of the work described in section 5.A. upon the earlier of (i) close of escrow for sale of the Property or (ii) issuance of an occupancy certificate for an improvement constructed on the Property. This Agreement or a Memorandum putting third parties on notice of this Agreement will be recorded against the Property to secure the City's right of reimbursement.

6. NOTICES AND REPRESENTATIVES

All notices required to be given hereunder shall be hand delivered or sent by certified or registered mail to such Party's principal representative at the address set forth in this Agreement. In addition to, but not lieu of a hard-copy notice, notice also may be sent via e-mail to the Parties. Any Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

7. GENERAL PROVISIONS

A. Assignment and Sub-grants

Property Owner's rights and obligations hereunder are personal and may not be transferred, assigned or sub-granted without prior, written consent of the City, which shall not be unreasonably withheld. Any attempt at assignment, transfer or sub-granting without such consent shall be void. All assignments, Sub-grants, or Sub-grantees approved by Property Owner or the City are subject to all of the provisions hereof. Property Owner shall be solely responsible for all aspects of sub-granting arrangements and performance.

B. Binding Effect

Except as otherwise provided herein, all provisions herein contained herein, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal

representative, successors, and assigns.

C. Captions

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior to contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

F. Jurisdiction and Venue

All suits, actions, or proceedings related to this Agreement shall be held in the State of California and exclusive venue shall be in the County of Butte.

G. Modification

Modifications of this Agreement shall not be effective unless agreed to in writing by the Parties in an amendment to this Agreement, properly executed and approved in accordance with applicable California State law, City ordinances and City Fiscal Policy.

H. Severability

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

I. Survival of Certain Agreement Terms

Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the City if Property Owner fails to perform or comply as required.

J. Third Party Beneficiaries

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

K. Waiver

Waiver of any breach of a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

L. Rights of Signatories

Each person executing this Agreement represents and warrants to the other signatories that they have the authority to execute this Agreement on behalf of the entity for whom they are signing this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates shown below.

CITY:

By: [Signature]
CHUCK REYNOLDS, Mayor

Date: 7-21-, 2022

ATTEST

By: [Signature]
7-21-, City Clerk
Date: 7-21-22, 2022
Jackie Glover

PROPERTY OWNER:

GAGE AND CHRISTINE CHRYSLER TRUST

By: [Signature]
L. GAGE CHRYSLER, Trustee

Date: 5/20, 2022

By: [Signature]
CHRISTINE A. CHRYSLER, Trustee

Date: 5-20, 2022

THE JAMES E. O'BANNON AND SUSIE C. O'BRANNON REVOCABLE TRUST

By: [Signature]
JAMES E. O'BANNON, Trustee

Date: 5/20/22, 2022

By: [Signature]
SUSIE C. O'BANNON, Trustee

Date: 5/20/22, 2022

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

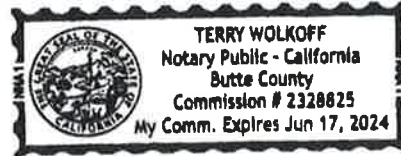
State of California

County of Butte

On May 20, 2022 before me Terry Walkoff, notary public, personally appeared L. Gage Chrysler who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Terry Wolkoff

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

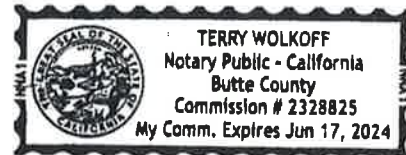
State of California
County of Butte

On May 20, 2022 before me Terry Wolkoff, notary public, personally appeared Christine Chrysler who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Terry Wolkoff



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

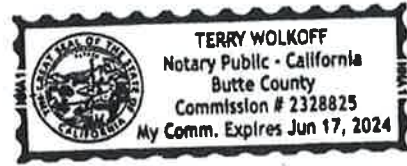
State of California
County of Butte

On May 20, 2022 before me Terry Wolkoff, notary public, personally appeared James E. O'Bannon who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

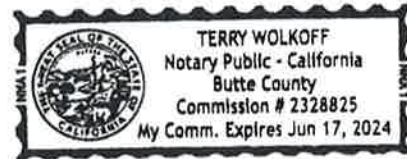
State of California
County of Butte

On May 20, 2022 before me Terry Wolkoff, notary public, personally appeared Sosie C. O'Bannon who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte

On 7-21-22 before me Jackie Glover, notary public, personally appeared Chuck Reynolds who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Jackie Glover





CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

**RE: AUTHORIZE INCREASED PURCHASE AMOUNT FOR STREET
DEPARTMENT NEW 5-YARD 2024 KENWORTH DUMP TRUCK**

DATE: JANUARY 3, 2023

SUMMARY

Council many consider and approve the \$16,060.58 increase in the budgeted purchase amount of City equipment.

DISCUSSION

Staff budgeted for the purchase price of new 5-yard dump truck at \$125,000.00 in the 2021-22 fiscal year but a build slot was not available. Staff recently received notice that a build slot was open. Utilizing the Sourcewell program, the final cost of the new 5-yard Kenworth dump truck increased from the budgeted \$125,000 to a total \$141,060.58.

This 5-yard Kenworth dump truck will be used by Street. The city currently has two dump trucks that are over 20 years old and in poor condition. They are reaching the point of being non-CARB compliant furth necessitating the purchase of the new dump truck.

FISCAL IMPACT

Funds are available in the Capital Asset Replacement fund in the amount of \$141,060.58.

RECOMMENDATION

Approve the \$16,060.58 increase in the purchase price of new 5-yard Kenworth Dump Truck utilizing the pricing from Sourcewell program (Contract# 060920-KTC). Authorize expenditure from the Capital Asset Replacement Fund.

ATTACHMENTS

Kenworth/Sourcewell Purchase Order Sheet



Item 2.

NorCal Kenworth BAY AREA

1755 ADAMS AVENUE, SAN LEANDRO - 94577
TELEPHONE: (510) 836-6100 FAX: (510) 836-2551

PURCHASE ORDER

NorCal Kenworth SACRAMENTO

707 DISPLAY WAY, SACRAMENTO - 95838
TELEPHONE: (916) 371-3372 FAX: (916) 371-0737

NorCal Kenworth MORGAN HILL

16715 CONDIT ROAD, MORGAN HILL - 95037
PH: (408) 842-5383 FAX: (408) 843-9699

NorCal Kenworth ANDERSON

20769 INDUSTRY ROAD, ANDERSON - 96007
PH:(530) 222-1212 FAX:(530) 722-0934

NAME City Of OrovilleDATE 12/5/2022ADDRESS 1735 Montgomery St Oroville Ca 95965TELEPHONE 1-530-370-0801

PLEASE ENTER MY ORDER AS FOLLOWS:

Minimum Order 1	☒ NEW ☐ USED	YEAR 2024	MAKE Kenworth	MODEL T380	NUMBER OF AXLES 2	COLOR WHITE	USED TRK NUMBER	SALESPERSON Scott Hearn
MILEAGE	WEIGHT	LICENSE NUMBER	EXPIRATION	Approximate Delivery Date (Subject to build rate and can change without notice)			SERIAL NUMBER	
BODY DESCRIPTION 2 Axle Dump Truck				COUNTY				
REMARKS Price good for 30 days.				Sale Price per unit				\$98,220.99
				ENOVEN QUOTE # 61216 DUMP BODY				\$30,350.25
The unit maybe driven from factory. No mileage discounts. Flooring of \$31/day may apply if unit is not paid for in 2 weeks								\$0.00
Customer responsible for reviewing the specs before placing the order.								\$0.00
Your unit will have Standard warranties. Extended warranties are a paid option								\$0.00
LEGAL OWNER:		Warranty Charges						
				SUBTOTAL				\$128,571.24
				FEDERAL EXCISE TAX (12%)				\$0.00
				SALES TAX (8.75%)				\$10,607.13
				DMV Fees (Approx)				\$1,786.71
				DOC FEES				\$85.00
				TIRES				\$10.50
				TOTAL PRICE				\$141,060.58
DEPOSIT ☐ CREDIT CARD								\$0.00
Non-Refundable								
TRADE INFORMATION								
YEAR	MAKE	MODEL	NUMBER OF AXLES	SERIAL NUMBER	MILEAGE	WEIGHT		
BODY						APPRAISAL DATE		
TRADE ALLOWANCE AS APPRAISED		TRADE PAYOFF		No Trades				\$0.00
Unpaid Balance per Chassis								\$141,060.58

Your signature and subsequent acceptance by the Branch Manager creates a potential sale of this vehicle subject to your providing verifiable financing in place within 7 working days hereof.

PURCHASERS CERTIFICATION

1. I hereby certify that this order includes all of the terms and conditions on both the face and reverse side hereof, that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement on the terms of the agreement relating to the subject matters covered hereby, and

2. I have reviewed this order and fully understand that my new unit will be equipped only with the optional equipment specifically listed on the face of this order plus all standard equipment as designated by the manufacturer at time of delivery; and

3. I certify that I am of legal age to execute binding contracts in these state. I have read the printed matter on the front and back hereof, and agree to it as a part of this order the same as if it were printed above my signature.

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY THE DEALER OR AN AUTHORIZED MANAGER

APPROVED Scott Hearn
Dealer or Authorized Representative

Signed _____ Purchaser
Purchaser's Name _____
Street _____
Address _____
City, State _____ County _____
and Zip _____
Business Phone _____



CITY OF OROVILLE STAFF REPORT

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: JACKIE GLOVER, ASSISTANT CITY CLERK
BILL LAGRONE, CITY ADMINISTRATOR**

RE: MEETING CALENDAR FOR 2023

DATE: JANUARY 3, 2023

SUMMARY

The City Council may consider adopting the City Meeting Calendar for 2023.

DISCUSSION

Each year at the first meeting in January the Council reviews and adopts a meeting calendar showing when the City Council, Commissions, and Formal Committees will meet. Attached is a draft for 2023 and staff recommend approving the calendar.

FISCAL IMPACT

None

RECOMMENDATION

Adopt the City's Meeting Calendar for 2023.

ATTACHMENTS

2023 Draft Meeting Calendar

CITY OF OROVILLE MEETING SCHEDULE - 2023

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4	5	6	7	8	9	10	11
8	9	10	11	12	13	14	5	6	7	8	9	10	11	12	13	14	15	16	17	18
15	16	17	18	19	20	21	12	13	14	15	16	17	18	19	20	21	22	23	24	25
22	23	24	25	26	27	28	19	20	21	22	23	24	25	26	27	28	29	30	31	
29	30	31					26	27	28											
APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1												1	2	3
2	3	4	5	6	7	8		1	2	3	4	5	6	4	5	6	7	8	9	10
9	10	11	12	13	14	15	7	8	9	10	11	12	13	11	12	13	14	15	16	17
16	17	18	19	20	21	22	14	15	16	17	18	19	20	18	19	20	21	22	23	24
23	24	25	26	27	28	29	21	22	23	24	25	26	27	25	26	27	28	29	30	
30							28	29	30	31										
JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5						1	2
2	3	4	5	6	7	8			2	3	4	5		3	4	5	6	7	8	9
9	10	11	12	13	14	15	6	7	8	9	10	11	12	10	11	12	13	14	15	16
16	17	18	19	20	21	22	13	14	15	16	17	18	19	17	18	19	20	21	22	23
23	24	25	26	27	28	29	20	21	22	23	24	25	26	24	25	26	27	28	29	30
30	31						27	28	29	30	31									
OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7					1	2	3	4	3	4	5	6	7	8
8	9	10	11	12	13	14	5	6	7	8	9	10	11	10	11	12	13	14	15	16
15	16	17	18	19	20	21	12	13	14	15	16	17	18	17	18	19	20	21	22	23
22	23	24	25	26	27	28	19	20	21	22	23	24	25	24	25	26	27	28	29	30
29	30	31					26	27	28	29	30			31						

 City Council (1st and 3rd Tuesday of each month at 4:00 p.m.* AND 4:30 p.m.**)

Regular Meetings - *Closed Session ** Open Session ***Public Hearings will be held at 5:15pm or later

 Planning Commission (4th Thursday of each month at 6:00 p.m. 3rd Thursday Nov.)

 Arts Commission (2nd Tuesday every other month at 4:00 p.m.)

Park Commission (2nd Tuesday every other month at 5:15 p.m.)

 Supplemental Benefits Fund Steering Committee (4th Wednesday of each quarter at 2 p.m)

 Housing Loan Advisory Committee (2nd Tuesday of each month at 10:00 a.m.)

Economic Development Loan Advisory Committee (meets on an as needed basis)

 Holiday

 Executive Committee (meets as needed)

 Citizens Oversight Committee (4th Tuesday of each quarter at 6:00)

 Development & Public Facilities Committee (meets on an as needed basis)

 Finance Committee (meets on an as needed basis)

DRAFT 12/1/2022



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN, AND CITY COUNCIL MEMBERS
FROM: BILL LAGRONE, CITY ADMINISTRATOR
RE: APPOINTMENT OF VICE MAYOR FOR 2023
DATE: JANUARY 3, 2023

SUMMARY

The Council will select the Vice Mayor of the Oroville City Council for 2023

DISCUSSION

The Vice Mayor is appointed by Majority Vote of the City Council.

The City of Oroville ("City") Charter Article 8 Section 1a provides in relevant part:

"There shall be a vice mayor who shall be appointed by the city council to hold office at the pleasure of the council... The appointment and removal of the vice mayor may be made by a majority vote of the council."

FISCAL IMPACT

None

RECOMMENDATION

1. The City Council will leave the current Vice Mayor in place;

or
2. Nomination and appointment of a new Vice Mayor by at least four members of the City Council.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR

**SUBJECT: AIRPORT TENANT AGREEMENT WITH JENCO AVIATION AT THE
OROVILLE MUNICIPAL AIRPORT TO PROVIDE FIXED BASED
OPERATOR (FBO) SERVICES**

DATE: JANUARY 3, 2023

SUMMARY:

The Council will consider authorizing the Mayor to execute an Airport Tenant Agreement with Jennifer Anderson, dba JenCo Aviation, to lease for a five-year period: (a) the Fixed Based Operator (FBO) Building for aviation services and (b) a monthly stipend from income of hangars G & H, and (c) the tie-downs and a fuel flowage fee located at the Oroville Municipal Airport for the purpose of providing FBO services.

DISCUSSION:

The former FBO operator, Paul Amaral dba Amaral Aviation, submitted request to cancel the lease agreement months after executing the document.

The City published and received a response to the Request for Proposals (RFP) issued November 23, 2022, from Jennifer Anderson, dba JenCo Aviation in November 2022. She is determined to be fully qualified to take over the FBO. Ms. Anderson's proposal also outlined a more expanded FBO service for the Oroville Municipal Airport.

Jennifer Anderson currently works for Jones Flying as a mechanic, ground crew, and crop-dusting pilot. She is a dually rated and third-generation pilot behind her father and grandfather, the founder of Jones Flying. Ms. Anderson has over 11 years of experience in the aviation and aviation maintenance field. She has always desired to own and operate her own FBO. She wants his FBO to have a pilot-oriented professional culture and retain a family-friendly culture.

Ms. Anderson will operate the FBO six days per week and have dedicated employee at the front desk to greet guests. She has already coordinated for a CFII/MEI flight instructor and will have an on-call mechanic available to the current tenants and aviation community.

The lease is subject to the terms and conditions hereinafter set forth, the hangar portion of the FBO building, the lobby and pilots lounge areas, offices, bathrooms, a fixed monthly income from the (2) hangar buildings (G & H), and tie-down spaces (premises) as designated in Exhibit A.

Ms. Anderson will pay \$725 per month for the FBO building. This is the same amount that Paul Amaral was paying. This rate will be adjusted annually for the CPI index starting in July 2023. In addition, Ms. Anderson will pay 100% of garbage and all other utility services to the leased buildings. Ms. Anderson will pay all taxes and assessments relating to any personal property owned by him including any Possessory Interest taxes.

The FBO will receive all aircraft repair income and will be responsible for all aircraft repair expenses.

The City has purchased a Jet A fuel truck that will be operated by JenCo Aviation (FBO). The FBO will receive a fuel flowage fee of 50% of the net profit per gallon from Jet A fuel sold through the full-service Jet A truck. JenCo Aviation will be providing a higher level of service and will be using a portion of the increase for marketing Jet A fuel services at the Airport. The City will be responsible for the maintenance of the fuel truck.

FISCAL IMPACT:

The monthly FBO rental payment is \$725.00 per month and \$8,700 annually and will be adjusted annually with a CPI. The hangar rent as a monthly stipend to JenCo Aviation for the G & H hangars is \$3,490.00 per month for the first year. JenCo Aviation profit and loss will be reviewed annually, and the monthly stipend will be adjusted as necessary.

RECOMMENDATION:

Adopt Resolution No. 9120 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AIRPORT TENANT AGREEMENT WITH JENNIFER ANDERSON, dba JENCO AVIATION FROM JANUARY 1, 2023 TO JANUARY 30, 2028 TO PROVIDE FIXED BASE OPERATOR (FBO) SERVICES AT THE OROVILLE MUNICIPAL AIRPORT– (Agreement No. 3440)

ATTACHMENTS:

Resolution No. 9120
Agreement No. 3440

**CITY OF OROVILLE
RESOLUTION NO. 9120**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AIRPORT TENANT AGREEMENT WITH JENNIFER ANDERSON, dba JENCO AVIATION FROM JANUARY 1, 2023 TO JANUARY 30, 2028 TO PROVIDE FIXED BASE OPERATOR (FBO) SERVICES AT THE OROVILLE MUNICIPAL AIRPORT

(Agreement No. 3440)

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

1. The Mayor is hereby authorized and directed to execute an airport tenant agreement with Ms. Jennifer Anderson dba JenCo. Aviation for a five-year period to provide: (a) the Fixed Based Operator (FBO) Building for aviation services and (b) a monthly stipend from income of hangars G & H, and (c) the tie-downs and a fuel flowage fee located at the Oroville Municipal Airport for the purpose of providing FBO services. Hereto attached as Exhibit "A". This agreement includes the option for three (3) five- year extensions.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at an adjourned regular meeting on January 3, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

FIXED BASE OPERATOR (FBO) AGREEMENT

Agreement No. 3440

THIS AGREEMENT made and entered into this 3rd day of January 2023, by and between CITY OF OROVILLE, a California municipal corporation and Jennifer Anderson, dba JenCo Aviation (Lessee).

WITNESSETH

WHEREAS, the Lessor owns, maintains, and operates a municipal airport within the City of Oroville limits; and

WHEREAS, the Lessee desires to lease the Fixed Base Operator (FBO) building at 225 Chuck Yeager Way, Oroville, California within the Oroville Municipal Airport, only for the purposes set forth in Section 5.13 of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the Lessor and Lessee agree as follows:

ARTICLE 1 PREMISES

Section 1.01 - Leased Premises: Lessor hereby leases to Lessee, subject to the terms and conditions hereinafter set forth, the hangar portion of the FBO building, the lobby and pilots lounge areas, offices, bathrooms, and tie-down spaces (premises) as designated in Exhibit A. Lessor grants to Lessee the exclusive right and privilege to use the premises solely for the purposes of conducting Fixed Base Operator (FBO) services as outlined under article 5.

ARTICLE 2
TERMS AND CONDITIONS

Section 2.01 - Initial Term: Lessee agrees to lease from Lessor, and Lessor does hereby lease unto Lessee, the premises described in Exhibit "A" for the uses and purposes above mentioned, for a five (5) year lease period commencing on January 3, 2023, unless terminated by the operation of any provision in this Agreement.

Option to Renew. Lessee is given the option to extend the term of this lease for three (3) five (5) year periods following expiration of the initial term by giving notice of exercise of each option at least six (6) months but not more than one (1) year before the expiration of the term or extended term.

Section 2.02 - Termination: Time of payment and performance is of the essence in this Agreement. Lessee shall comply with all obligations in strict accordance with the terms and provisions of this Agreement. Lessor and Lessee may cancel and terminate this Agreement at its election by giving Lessee thirty (30) days advance written notice, to be served as hereinafter provided, and with a notice in accordance with California Law upon or after the happening of any one of the following events:

1. The default by Lessee in the performance of any covenant or condition in this Agreement, including the payment of rent.
2. Lessee's failure to perform any other contract between the Lessee and Lessor or a default under any such other Agreement.
3. Any other event or circumstance which would justify termination or cancellation of the lease under California law.

Section 2.03 - Eviction: Upon the termination of this Agreement pursuant to Section 2.02 of this Agreement, Lessor, or those having its estate in the premises, lawfully may, at its option, immediately or at any time thereafter, without demand or notice, in the name of the whole, repossess the same of its former estate, and expel Lessee and those claiming by, through or under it, and remove its effects, if any, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrears in rent on breach of covenants. There after, this Agreement shall terminate.

Section 2.04 - Termination in the Event of Airport Closure: Should the Lessor, or any other unit of government having control over the Oroville Municipal Airport, decide to close the airport, or any portion of the airport upon which the subject premises are located, then, and in that event, the Lessor, or other appropriate unit of government may terminate this Agreement upon thirty, (30) days written notice to Lessee.

ARTICLE 3 RENTAL AND OTHER PAYMENTS

Section 3.01 — Rental of FBO Building: Lessee agrees to pay to Lessor monthly, in advance, rental payments in the monthly sum of **\$725.00** until the Rental Rate Adjustment is made in accordance with Section 3.02 of this Agreement.

Section 3.02 - Rental Rate Adjustments: The amount of the rental rate shall be adjusted at the beginning of each fiscal year. The rental rate shall be adjusted based upon the percentage increase or decrease during the lease year in the Consumer Price Index for all urban areas (CPI-U) as issued by the Bureau of Labor Statistics for the United States Department of Labor, San Francisco office.

Section 3.03 — Rental of Hangar Buildings: . The Lessor agrees to pay the Lessee a monthly stipend, totaling the monthly rent of the G & H hangar buildings for the first

year. JenCo Aviation profit and loss will be reviewed annually, and the monthly stipend will be adjusted as necessary.

Section 3.05 - Penalty for Late Payment: In the event Lessee fails to pay any rental charge within fourteen (14) days after the same is due Lessor, Lessee shall be obligated to pay a late payment charge of \$30.00.

Section 3.06 - Taxes: Lessee shall pay all taxes and assessments relating to any personal property owned by Lessee. Lessee shall pay all Possessory Interest taxes that may be assessed by the County of Butte.

Section 3.07 - Utilities: Lessee shall pay one-hundred percent (100%) of garbage and other utility services to the leased buildings. The Lessor will pay the monthly gas and electric bill.

ARTICLE 4 LESSEE'S RIGHTS

Section 4.01 - Quiet Enjoyment: Lessor agrees that, on payment of the rent and performance of the covenants and agreements on the part of Lessee to be performed under this Agreement, Lessee shall peaceably have and enjoy the premises and all rights and privileges of said airport, its appurtenances and facilities granted herein.

Section 4.02 - Non-Exclusive Use of Municipal Airport Facilities: Lessee shall have the right of nonexclusive use in common with the others authorized so to do, of all public facilities and improvements at the Oroville Municipal Airport, which are now or hereafter provided at the airport. Such public facilities and improvements may be changed, altered or modified from time to time at the sole discretion of Lessor.

Section 4.03 - Access to Leased Areas: Lessee shall have ingress and egress between the premises and the nearest accessible public road by suitable entrance road.

Section 4.04 - Access to Taxiways and Runways: Lessee shall have ingress and egress for vehicular and aircraft traffic to the taxiways and runways of the airport.

ARTICLE 5 LESSEE'S OBLIGATIONS AND RESPONSIBILITIES

Section 5.01 - Legal: Lessee agrees to observe and obey all the regulations and laws or any future changes in the regulations and laws of the following governmental bodies and each of their departments and agencies: the United States of America; the State of California; the County of Butte; and the City of Oroville.

Section 5.02 - Non-Discrimination: Pursuant to Title VI of the Civil Rights Act of 1964, and the requirements of Part 15 of the Federal Aviation Regulations, Lessee agrees it will

not discriminate on the basis of sex, age, race, color, or national origin, or permit discrimination against any person or group of persons in any manner as prohibited by Part 15 of the Federal Aviation Regulations. Lessor reserves the right to take such action as the United States Government may direct to enforce the provisions of these covenants.

Section 5.03 - Operation: Lessee shall maintain upon the leased premises in conformance with all safety regulations of the State of California and the City of Oroville, and in compliance with the requirements of current building codes and fire regulations of the City of Oroville.

Section 5.04 - Fire Prevention: Lessee shall exercise due and reasonable care and caution to prevent and control fire on the premises and to that end shall install suitable fire extinguishers throughout the premises in accordance with rules and regulations as set forth by the Lessor. All paints and oils shall be stored in suitable protected outbuildings or compartments in accordance with rules and regulations as set forth by the Lessor.

Section 5.05 - Environmental Warranties: Lessee agrees with and represents and warrants to Lessor that Lessee shall not cause or permit any Hazardous Substances or other dangerous toxic substances or any solid waste to be generated, manufactured, refined, transported, treated, stored, disposed, handled, processed, produced, or released on the premises except in compliance with all applicable federal, state, and local laws and regulations.

Section 5.06 - Restaurants: Lessee agrees that it has no right to, and will not operate, a restaurant business on the leased premises. Prepared food, snack food and coffee are allowed to be sold in the pilot's lounge area.

5.06.01 – The Lessee may invite food trucks to participate during scheduled Fly-In special events hosted by the Lessee for the duration of the special event, but at no point shall the Lessee prepare hot food within the FBO or attached hangar.

Section 5.07 - Assignment and Transfer: Lessee shall not assign, sell, encumber or otherwise transfer, in whole or in part, its rights or obligations under this Agreement or its interest in the premises or improvements thereon with written consent of Lessor.

Section 5.08 - Subcontracting: The operations contemplated by this Agreement are to be performed by Lessee. Lessee shall not subcontract any of its operations without Lessor's prior written consent. Consent in one instance shall not constitute a waiver of the consent requirement with respect to subsequent matters requiring Lessor's consent. In the event of any subcontracting approved by Lessor, any subcontractee shall be subject to the same conditions, obligations and terms as set forth herein, and Lessee shall be responsible for the observance by its subcontractees of the terms and covenants of this lease.

Section 5.09 - Subleasing: Lessee shall not sublease the premises, in whole or in part except the hangar buildings and tie-down spaces which can be leased for purposes of storing aircraft.

Section 5.10 - Construction: No construction alterations or remodeling of the premises shall be carried out by Lessee without written consent of Lessor.

Section 5.11 - Aircraft Storage: No area of the municipal airport shall be used for the storage or parking of aircraft by Lessee, except in the premises identified in Exhibit A.

Section 5.12 - Maintenance of Premises:

1. Lessee agrees, at Lessee's own cost and expense, to cause the leased premises, facilities and all buildings and improvements constructed thereon, whether constructed prior or subsequent to the execution of this Agreement, to be maintained in good and safe condition, equal in appearance and character to other similar improvements at the Oroville Municipal Airport. If Lessee's use of the premises causes any damage to the premise, Lessee shall immediately repair the damage to the reasonable satisfaction of the Lessor.
2. Lessee shall assume the responsibility for providing its own day-to-day services and shall be responsible basic maintenance such as replacement of light bulbs and toiletries, and repair of visible electrical and plumbing fixtures.
3. Lessor shall be the sole judge of the quality of maintenance, and upon thirty (30) days written notice, Lessor may require Lessee to perform all necessary maintenance. In the event such maintenance is not undertaken as required, Lessor may perform such maintenance upon the behalf of Lessee and at Lessee's expense, plus 10 percent (10%) for administration. In such event, Lessee shall pay Lessor all such costs within thirty (30) days from the date of Lessor's notice to Lessee.

Section 5.13 - Fixed Base Operator (FBO) Service to the Public: Lessee may provide aviation services to the public, including: minor and major service and mechanical work on aircraft, flight instruction and training, student aircraft rentals, scenic tours, aviation accessory sales, vending machine sales and radio, electronic or other avionics equipment sales, car rental, shuttle or hotel reservations, and air shows, fly-ins, or other aviation events, but shall not otherwise provide any other commercial or public services, either profit or nonprofit at the premises without written consent of Lessor. Lessee shall manage tie-down and hangar building leases/rentals as shown in Exhibit A. Lessee may sell Jet A fuel on behalf of the City using the City owned truck. The Lessee will receive a fuel flowage fee of 50% of the net profit per gallon from Jet A fuel sold through the full-service Jet A truck.

Examples of activities that are not permitted are as follows:

1. Aircraft charter or taxi services;
2. Air cargo services;
3. Aircraft, airframe, and power plant sales;
4. Aircraft painting;
5. In-flight food or catering services.

Section 5.15 - Change in Commercial Activity: Lessee, its assignees or sublessees shall not make any changes or additions to its commercial activities without prior written consent of Lessor.

Section 5.14 - Personnel: Lessee acknowledges the high degree of importance which Lessor places on the public interest served by Lessee's, assignee's, or sublessee's operations at the airport. Lessee's, assignee's, and sublessee's personnel performing services at the airport shall at all times be courteous to the public and shall not conduct themselves in an offensive or objectionable manner, and shall be bona fide employees of Lessee, assignee, or sublessee and not independent contractors.

Section 5.15 - Garbage and Waste Removal: Lessee agrees to cause to be removed at its own expense from the premises all waste including, but not limited to, all petroleum products, garbage or rubbish, recycling and agrees not to deposit the same, except temporarily in connection with collection for removal, on any part of the premises, the drainage system or other property of Lessor constituting the Oroville Municipal Airport.

Section 5.16 — Licenses, Certificates or Other Approvals from the FAA: Lessee shall procure and maintain all licenses, certificates, or other approvals from the FAA required for the conduct of all aviation services at the airport.

Section 5.17 — Business License from the City: Lessee shall procure and maintain all business licenses from the City required for the conduct of all aviation services at the airport.

ARTICLE 6 LESSOR'S RIGHTS

Section 6.01 - General Right of Entry: Lessor may enter upon the premises now or hereafter leased to Lessee at any reasonable time for any purpose necessary, incidental to or connected with the performance of its obligations under this Agreement, or in the exercise of its governmental functions. Lessee shall provide office space for the Airport Manager in the FBO lobby area or FBO office space.

Section 6.02 - Lessor's Right of Entry: Lessor reserves the right at any reasonable time to enter upon the said premises, either in person or through its designated agents or

employees, for the purpose of inspecting said lease premises and ascertaining the condition of the same.

Section 6.03 - Field User Charges: It is expressly understood that Lessor may from time to time establish field user charges for use made of the Oroville Municipal Airport facilities. Such field user charges shall be payable by the user of such facilities, in accordance with the rules and regulations, ordinances or resolutions of Lessor.

Section 6.04 - Insurance: Lessor may, at its option, provide fire and extended coverage insurance. Such insurance shall be for Lessor's protection only and shall not provide coverages for damage whatsoever, to Lessee or its sub-tenant's aircraft, machinery, equipment or personal effects.

Section 6.05 - National Emergency: During time of war or national emergency, Lessor shall have the right to lease any portion or all of the Premises to the United States government for military use. If any such lease is executed, the provisions of the Agreement, insofar as they are inconsistent with the provisions of the lease to the federal government, shall be suspended. In the event this Agreement is suspended by reason of war or other national emergency, the term of this Agreement shall be extended by the period of such suspension.

ARTICLE 7

LESSOR'S OBLIGATIONS AND RESPONSIBILITIES

Section 7.01 - Access to Leased Premises: Lessor shall provide appropriate and adequate ingress and egress to Lessee as provided in Section 4.03 of this Agreement.

Section 7.02 - Access to Premises from Airport Public Parking Lot: Lessor shall provide access to the premises from the Oroville Municipal Airport public parking lot by the existing pedestrian walkways.

Section 7.03 - Extensive Building Repair and Maintenance: Lessor shall provide extensive repair and maintenance, such as repair and replacement of HVAC equipment, window and roof leaks, broken or severed, non-visible plumbing or electrical systems, and structural damage caused by wind or earthquake.

ARTICLE 8

INDEMNITY

Section 8.01 - Indemnity: Lessee agrees fully to defend, indemnify and hold harmless Lessor from and against all claims, liability and action and all expenses, including attorney's fees, expert witnesses and litigation costs, based upon or arising out of damages or injuries to any persons or their property, caused by the negligence, actions or omissions of Lessee, in the use of occupancy of the premises by Lessee at all times, Lessee shall maintain insurance as required in Exhibit "B" to this Agreement.

Section 8.02 - Liability Insurance: Lessee agrees to carry and keep in force at its own expense during the term of this Agreement, aircraft liability insurance and public liability insurance covering personal injury and property damage, and other such insurance as may be necessary to protect Lessor herein from such claims and actions aforesaid. Lessor reserves the right to restrict Lessee from conducting any activity or storing flammable materials or substances, which would increase Lessor's insurance rate or cause an insurance agreement of Lessor to be canceled. Lessee agrees to carry and keep in force such insurance, which shall be in a minimum amount of \$500,000 per person, \$2,000,000 for each occurrence for personal injury, and \$1,000,000 property damage. Lessee shall furnish Lessor a certificate of insurance or other satisfactory evidence on July 1 of each year, that Lessee has such insurance policy, including limits and expiration. Such certificate shall provide for thirty (30) days prior written notice of cancellation to Lessor, and shall state that Lessor is an additional insured. The insurance coverages stated shall be adjusted by Lessee at the request of Lessor. Any such adjustment shall be based upon current industry standards at the time of the adjustment. Lessee shall post a notice plainly visible to the public as to whether pilots who lease Lessee's aircraft are covered by insurance, type of insurance and extent of coverage, including who will pay any deductible amounts.

Section 8.03 - Worker's Compensation Insurance: Lessee shall procure and maintain worker's compensation insurance for all of its employees engaged in work under the terms of this Agreement. Lessee shall provide a certificate of such insurance on July 1 of each year, in a form satisfactory to Lessor, evidencing fulfillment of this requirement. The following limits are required:

1. State coverage limits - statutory;
2. Employer's liability - \$1,000,000 per accident.

ARTICLE 9 GENERAL PROVISIONS

Section 9.01 - Agent of Lessor: Whenever reference is made herein to Lessor, Lessor's Airport Manager shall be the authorized representative of Lessor in all matters pertaining to this Agreement until notice to the contrary is given by the City Administrator of the City of Oroville.

Section 9.02 - Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

Section 9.03 - Entire Agreement: This Agreement is intended to, and does contain the entire agreement between the Lessor and Lessee.

Section 9.04 - Binding Effect: The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, and personal representatives, and their successors and assigns.

Section 9.05 - Time of the Essence: Time is of the essence in this Agreement.

Section 9.06 - Modification: No modification of this Agreement shall be effective unless in writing and executed by Lessor.

Section 9.07 - Renegotiation of Lease: Nothing in this Agreement shall be construed or interpreted in any manner whatsoever as prohibiting or limiting in any way the Lessee and Lessor, at any time, from renegotiating the provisions of this Agreement.

Section 9.08 - Holding Over: In the event that Lessee shall remain on the premises after the expiration or sooner termination of the term of this Agreement, such holding over shall not constitute a renewal or extension of this Agreement. Lessor may, at its option, elect to treat Lessee as one who has not been removed at the end of this term, and thereupon be entitled to all the remedies against Lessee provided by law in that situation, or Lessor may elect, at its option, to construe such holding over as a tenancy from month to month, subject to payment of all rent in advance, the monthly rate being same as monthly rental rate paid by Lessee.

Section 9.09 - Non-Waiver: No waiver of default by Lessor of any of the terms, covenants or conditions hereof to be performed, kept or observed by Lessee shall be construed to or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee. The acceptance of rental by Lessor for any period or periods after default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee, shall not be deemed a waiver of any rights on the part of Lessor to cancel this Agreement for failure by Lessee to so perform, keep or observe any of the terms, covenants or conditions of this Agreement.

Section 9.10 - Redelivery: Upon the termination of this Agreement through the passage of time or otherwise, Lessee shall have no further rights or interest in the premises and Lessor shall be entitled to have the premises returned to it immediately. Lessee shall remove, at its own expense, all improvements installed, and possessions placed on the premises by Lessee within one-hundred twenty (120) days after said termination unless otherwise agreed to by the Lessor and Lessee, or Lessor may sell such improvements and possessions or leave such improvements for the use of or disposal by Lessor. When any improvements and possessions are removed except as provided above, Lessee shall restore the premises to as good condition as the same were when first occupied by Lessee. Any improvements and possessions not removed by Lessee within ninety (90) days after the termination of this Agreement, and not disposed of as provided above, shall become subject to the provisions of state law.

Section 9.11 - Attorney's Fees: In the event any action, suit, or proceeding is brought to collect the fees and charges due, or to become due hereunder, or any portion thereof, or to take possession of any premises or enforce compliance with this Agreement, or for failure to observe any of the covenants of this Agreement, the prevailing party in such suit or action shall be entitled to such sum as the court may adjudge reasonable in attorney's fees to be allowed in such suit, action or proceeding, or in the event of an appeal, as allowed by the appellate court.

Section 9.12 - Invalid Provisions: In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way effect any other covenant, condition, or provision herein contained; provided that the invalidity of such covenant, condition, or provision does not materially prejudice either the Lessor or Lessee in its respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

Section 9.13 — Termination of Prior Agreement and Lease: Upon execution of this Agreement, all prior agreements or leases and all amendments or modifications thereto of all prior agreements for leases for Premises are superseded and terminated by the parties hereto.

Section 9.14 - Notice: Notices to Lessor shall be sufficient if sent by registered U.S. mail, postage prepaid, addressed to the City of Oroville, Public Works Department, 1735 Montgomery Street, Oroville, Ca 95965, and notices to Lessee, if sent by registered mail, postage prepaid, addressed to Lessee, or to such other respective addresses as the parties may designate to each other in writing from time to time.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Agreement to be signed below.

LESSEE:

JenCo Aviation

By: _____
Jennifer Anderson

LESSOR:

CITY OF OROVILLE, A California municipal corporation

By: _____
David Pittman, Mayor

ATTEST:

By: _____
Assistant City Clerk Jackie
Glover

APPROVED AS TO FORM:

By: _____
City Attorney Scott Huber

AIRPORT LIABILITY
ADDITIONAL INSURED
CERTIFICATE OF INSURANCE

(attached)





November 26, 2022

JenCo Aviation Services
216 W. Hamilton Road
Biggs, CA 95917

Re: Premises & Operations Liability Insurance Quotation – W. Brown & Associates

Dear Jennifer,

We are pleased to present the following insurance proposal, which has been prepared for your review. By necessity, the information is in outline form and is superseded by the policy issued from the insuring company(s).

Please review this information carefully to verify it meets with your approval. We will contact you after you have had an opportunity to review this presentation to make certain you understand the content and options presented. In the interim, if you have any questions, please contact us at 1(800) 537-0960 and we will be glad to review the quotation with you.

At this time no insurance coverage is bound. Certain requirements must be met in order for coverage to be effective. Please contact our office so we can discuss these items personally.

Thank you for allowing us the opportunity to quote this valuable coverage.

Best regards,

Debi Fleischer, CIC, CAIP
Principal



2356 Gold Meadow Way, Suite 160, Gold River, CA 95670-6329
PH: 916-853-8080 FX: 916-853-8090

Insurance Proposal

Item 6.

Named Insured

JenCo Aviation Services
216 W. Hamilton Road
Biggs, CA 95917

Policy Information

Insurance Company:
Policy Term:

W. Brown & Associates / Endurance American Insurance Co.
Annual – One Year From Inception Date

Operations:

FBO Operations – Oroville Airport

Coverage Description

Premises and Operations Liability

Covered Locations

Location #	Address
1	Oroville Airport Oroville, CA

Covered Aviation Products / Completed Operations ~ Only Categories Listed Are Covered Hereunder

Sale of Aviation Fuel and Oil	\$100,000
Rotor Wing / Fixed Wing / Experimental Aircraft Repair and Service	If Any

Coverage Schedule	
Coverage Description	Limit of Coverage
General Aggregate Limit (Unless Otherwise Noted)	\$2,000,000 CSL
Premises Liability Each Occurrence	\$1,000,000 CSL
Aviation Products / Completed Operations Liability	\$1,000,000 Each Occurrence \$1,000,000 Aggregate
Ground Hangarkeeper Legal Liability	\$300,000 Each Aircraft \$600,000 Each Occurrence
Personal & Advertising Injury	\$1,000,000 Each Occurrence \$1,000,000 Aggregate
Fire Damage Limit	\$100,000 Any One Fire
Medical Expense Limit	\$5,000 Any One Person \$25,000 Any One Occurrence
Policy Deductible(s)	
Bodily Injury Claim	None
Property Damage Claim	\$5,000 Each Claim as Regards Piston Aircraft \$10,000 Each Claim as Regards Turbine Aircraft
Hangarkeeper Claim	\$5,000 Each Aircraft as Regards Piston Aircraft \$10,000 Each Aircraft as Regards Turbine Aircraft
Premium Summary	
Type of Coverage	Annual Premium
Premises & Operations Liability	\$9,875

Responses From Other Carriers

Type of Coverage	Annual Premium
ACE American	\$13,000
Aerospace Managers	Pending
AIG Aviation	Pass
Global Aerospace	Pending
Old Republic	Pending
QBE Aviation	Pass - \$20,000 minimum premium
US Specialty	Passed
IAT Aviation	Passed – Low Receipts
USAIG	Passed

Payment Options:

- Payment in full prior to binding coverage.
 - Down payment is required prior to inception of the policy and the remaining balance financed through a premium finance institution. If this option is selected, the premium finance institution will be shown as loss payee on any return premium or claim check, until the interest in funding the premium is satisfied.
- For either option listed above, the check must be received by AvQuest Insurance Service on or before the effective date of the policy. We must confirm coverage's bound to you in writing for coverage to be valid and in effect.

Important Information

- There are no flat cancellations of insurance coverage once the coverage is ordered. Applicant will incur a minimum earned premium as determined by the insurance company.
- Coverage is subject to all information for the risk being current and accurate representations of the applicant or their representative.
- All quotations / indications are subject to the policy terms, conditions, exclusions and all other provisions of the insuring policy whether or not they are contained in this short outline of coverage.
- If Applicable: Bodily Injury to owners / partners is not included under this policy.
- Aviation Products / Completed Operations – Only the classifications on this proposal are covered hereunder. If additional classifications are required, advise descriptions and projected annual receipts in writing to our agency. We will confirm in writing receipt of your request and will advise in writing any changes in premium related to the classifications desired.
- In-Flight Hangarkeepers Legal Liability Coverage – Not included in this quotation unless specifically stated that the coverage is included. Please advise us in writing and a request for this coverage will be made to the insurance carrier for their consideration.
- Premises Liability – If Applicable: Non-Owned and Hired Auto are not included in this quotation unless they are specifically shown as being included. If these coverage's are desired, please contact us in writing and we will confirm back in writing we are working on a quotation to your benefit.

Important Information ~ Continued

- All Coverage's - If Applicable: All Pollution coverage is excluded unless otherwise noted in the body of this document. If this coverage is desired please advise our agency in writing of your request and we will confirm back to you in writing that we are working on your request.
- All Coverage's - If Applicable: Professional Liability coverage is excluded unless otherwise noted in the body of this document. If coverage is desired please advise our agency in writing of your request and we will confirm back to you in writing that we are working on your request.
- FRAUD WARNING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

JenCo Aviation Services/Jones Flying Service

216 W Hamilton Rd.

Biggs, CA 95917

530-723-2377

JenCo Aviation would like the opportunity to assist in day to day operations of the Oroville Airport. We would like to help create more traffic to the airport as well as create a higher level of interest in aviation among the public and surrounding communities.

JenCo is a new, woman owned and staffed company that I, Jennifer Anderson, started a few years ago in order to supply a number of services to the aviation community which include but are not limited to aircraft transport and fire support. I still work for Jones Flying as a mechanic, ground crew and as a crop-dusting pilot. I have been around aviation my entire life as my grandfather started Jones Flying in '64. I am a 3rd generation pilot behind my father and grandfather. I am a dually rated commercial pilot. I received my commercial fixed wing in 2010 and finished my rotor add-on in February of 2022.

While we do not run a standard FBO at our airport in Biggs we are aware of the requirements of running an aviation-based business.

In the following I will outline a basic plan that I have come up with to work with the city to staff the FBO and execute the required tasks that I would be asked to perform as the operator of the FBO.

- Operate 6 days a week as requested and will have a dedicated employee for the FBO front desk. Will also be open Sundays during the summer months to promote more general aviation traffic.
- Have up to date sectionals and other applicable aviation books and accessories as well as all materials pertinent to area maps/food/lodging/transportation available
- Pay the utilities as requested for FBO building and hanger, collect fees, and send reports as requested.
- Provide fuel truck services to incoming planes as well as to self-service fuel if needed. Will lease fuel truck from Epic if city can not furnish a compliant one.
- Have a CFII/MEI instructor available for flight instruction.
- Have an on-call mechanic available.
- Organize fly-in events at the airport to increase traffic and public awareness of aviation.
- Limited parts available for purchase.

11/13/2022

Jennifer Anderson, JennCo Aviation
530-723-2377

Jennifermmanderson219@gmail.com
216 W Hamilton Rd Biggs, CA 95917
[Type your website]

Objectives

Successfully operate the Oroville Municipal Airport FBO in conjunction with the city of Oroville.

Education

Biggs High School
2003 | High School Diploma

Experience

Pilot 2010– current

Jones Flying Service | 216 W Hamilton Rd Biggs, CA 95917

Crop dusting Pilot

Mechanic (Helicopter/Plane)

Ground crew

Clerical/Office

Skills

- Commercial Fixed/Rotor Wing Pilot
- Department of Pesticide Regulations Apprentice Pilot Certificate
- Qualified Applicator Certificate
- Class A Driver license
 1. Doubles/Triples
 2. Combo
 3. Tanker
- Hazmat
- Interagency Emergency Equipment Operator
- Airframe and Powerplant Mechanic (Feb 2023)

Financial responsibilities/liability incurred:

- Utilities: \$5-6,000/year
- Insurance: \$10,000/year

Cost to operate: \$16,000/year

Income/assets:

- 10% fuel profits: At current consumption \$5,000/year
- 100% hanger rent: City remains in control of collection

Possibilities for growth:

- New hangers available.
- Increased fuel sales due to increased traffic.
- More instructors/FBO facilities rental



CITY OF OROVILLE STAFF REPORT

TO: MAYOR DAVID PITTMAN AND COUNCIL MEMBERS

FROM: BILL LAGRONE, CITY ADMINISTRATOR

**RE: COUNCIL APPOINTMENT TO COMMITTEES, COMMISSIONS AND
BOARDS**

DATE: JANUARY 3, 2023

SUMMARY

The Mayor may appoint Council Members to various Committees, Commissions and Boards or leave assignments the status quo. Once the Mayor has made these assignments, the Council will vote to confirm the assignments.

DISCUSSION

The Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute or City Charter. The role of the Council is to advise and consent (i.e. approve or reject), however, the Council may not substitute its desired appointments for that of the Mayor. This appointment authority shall not extend to citizen appointments to the Planning Commission, the Parks Commission, the Arts Commission, or the Citizen's Oversight Committee related to Measure U, which shall be appointed by a majority vote of the Council.

The Mayor shall announce his appointments at or before a properly noticed regular or special meeting of the City Council Agenda which lists this matter as an item for action to be taken. A vote of the council shall be taken. Appointments must be approved by a majority of the council present at the meeting. Appointments shall expire in February of each year, unless otherwise announced by the Mayor prior to the appointment.

FISCAL IMPACT

None

RECOMMENDATION

Mayor assign Council Members to various assignments, discuss assignments and vote to confirm or deny assignments.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR DAVID PITTMAN AND CITY COUNCIL

**FROM: BILL LAGRONE, CITY ADMINISTRATOR
JACKIE GLOVER, ASSISTANT CITY CLERK**

RE: PRIORITY GOAL SETTING WORKSHOP LOGISTICS

DATE: JANUARY 3, 2023

SUMMARY

The City Council may discuss logistics and options related to a Priority Goal Setting Workshop.

DISCUSSION

The City Council typically holds a Priority Goal Setting Workshop after an election to determine council priorities and provide staff direction. The Mayor has requested that the council discuss the logistics related to the workshop and provide staff direction related to date, time, location and facilitation style. Options to consider:

1. Use a professional facilitator to host a public workshop at a special meeting
2. Schedule a workshop in the afternoon prior to the regularly scheduled council meeting. Use the council public input process for Goal/Priority setting.
3. Conduct a survey prior to the scheduled workshop to solicit public input.

The city council may select a date, time and facilitation style by consensus and provide staff direction.

FISCAL IMPACT

None at this time.

RECOMMENDATION

Discuss and provide staff direction.

ATTACHMENTS

None