OROVILLE CITY COUNCIL
Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

January 04, 2022
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

COVID-19 PUBLIC ACCESS AND PARTICIPATION

To view the meeting, attend the meeting or provide comment, please see the options below.

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 by telephone (audio only):
   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 two (2) 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 non-agenda items, the time limitation would be reduced to one and a half minutes per speaker. 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, Krysi Riggs, Art Hatley, Janet Goodson, Vice Mayor Scott Thomson, Mayor Chuck Reynolds

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54956.95, the City will meet with Scott E. Huber, City Attorney, concerning the workers' compensation case – Amanda Wilkey v. City of *Oroville*, Claim no. NCWA-558137.

2. Pursuant to Government Code Section 54957(b), the Council will meet with City Administrator, Personnel Officer, and/or City Attorney to consider the public employment related to the following position: Police Chief.

3. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the City Administrator and City Attorney regarding potential exposure to litigation – Two cases.

OPEN SESSION

1. Announcement from Closed Session

2. Pledge of Allegiance

3. 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 - 8** 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. INVESTMENT POLICY ADOPTION FOR 2022

The Council will consider adopting the Statement of Investment Policy 2022 for the City of Oroville

RECOMMENDATION

Adopt Resolution No. 9009 - A RESOLUTION AUTHORIZING ADOPTION OF AN INVESTMENT POLICY FOR THE CITY OF OROVILLE FOR 2022.

2. MEETING CALENDAR FOR 2022

The City Council may consider adopting the City Meeting Calendar for 2022.

RECOMMENDATION

Adopt the City's Meeting Calendar for 2022.

3. MINIMUM WAGE INCREASE

State of California received a minimum wage increase on January 1, 2022, from $14.00 per hour to $15.00 per hour. Also, adding the new Recycling Coordinator position to the master salary schedule.

RECOMMENDATIONS

Approve the Master Salary Schedule to include the Recycling Coordinator position and an increase to minimum wage for two positions.

4. HOUSING PROGRAM FUND LOAN FOR PROSPECT VIEW APARTMENTS

Council will consider approving a Housing Program Fund loan to AMG & Associates for the development of Prospect View Apartments located at 135 Nelson Ave., Oroville CA.

RECOMMENDATION

Adopt Resolution No. 9012 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SECURITY DOCUMENTS ASSOCIATED WITH THE HOUSING PROGRAM FUND LOAN IN THE AMOUNT OF $1,000,000 WITH AMG & ASSOCIATES FOR PROSPECT VIEW APARTMENTS.

5. EXTENSION AND ADDITION TO THE EXCLUSIVE NEGOTIATING AGREEMENT (ENA) WITH VETERANS HOUSING DEVELOPMENT CORPORATION (VHDC)

Council may consider extending the ENA with VHDC until January 31, 2023 to develop affordable housing for veterans and their families.

Additionally, Council may consider the transfer a newly developed 3.91-acre parcel located behind the City's corporation yard to develop affordable, multi-family, permanent supportive housing for veterans and their families.

RECOMMENDATION

Adopt Resolution No. 9013 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING AND DIRECTING THE MAYOR TO EXTEND THE EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN THE CITY OF OROVILLE AND VETERANS HOUSING DEVELOPMENT CORPORATION UNTIL JANUARY 31, 2023.

Adopt Resolution No. 9014 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING AND DIRECTING THE MAYOR TO TRANSFER THE NEWLY CREATED PARCEL LOCATED ON MITCHELL AVE. TO THE VETERANS HOUSING DEVELOPMENT CORPORATION FOR THE PURPOSE OF AFFORDABLE HOUSING TO EXTREMELY-LOW AND VERY-LOW INCOME VETERANS AND THEIR FAMILIES.

6. COMMUNITY MEMBER APPOINTMENTS TO VARIOUS COMMISSIONS AND COMMITTEES

The City Council may appoint community members to serve on the Citizens Oversight Committee, Planning Commission, Arts Commission, Parks Commission, and Housing Loan Advisory Committee to fill current vacancies.

RECOMMENDATION

Appoint Sherrie French to the Citizens Oversight Committee with terms expiring June 30, 2025; and appoint Christopher Logue as Member and Cheri Moore as Alternate to the Housing Loan Advisory Committee with terms expiring June 30, 2024; and appoint Warren Jensen to the Planning Commission with term expiring June 30, 2026; and appoint Michael Grant Jones and Mickey Rich to the Parks Commission with terms expiring of June 30, 2026; and appoint Jennifer Beers and Misty Rayome to the Arts Commission with terms expiring June 30, 2025.

7. PROPOSED ANNEXATION OF TERRITORY INTO THE CITY'S ASSESSMENT DISTRICTS

The City previously formed several maintenance districts to serve as a funding source to pay for the maintenance and servicing of certain improvements within certain residential housing tracts located throughout the City. The Consolidated Landscape and Lighting Maintenance assessment District (the "LLMAD") funds landscape and lighting improvements; the Consolidated Benefit Assessment District (the "BAD") that funds drainage and storm water improvements and related services. The City also manages Community Facilities District No. 2006-1 and Community Facilities District No. 2006-2 (the CFD's"). Those Districts provide fire, police and emergency services facilities and services, respectively. The Council will consider annexing the Village at Ruddy Creek development into these assessment districts.

RECOMMENDATION

1. Adopt Resolution No.-9015, Resolution of Initiating Proceedings for the Annexation of Territory into the Consolidated Landscape and Lighting Maintenance Assessment District
2. Adopt Resolution No.9016, Resolution of Initiating Proceedings for the Annexation of Territory into the Consolidated Benefit Assessment District
3. Adopt Resolution No.9017, Resolution Declaring Intention to Annex Territory into the Consolidated Landscape and Lighting Maintenance Assessment District
4. Adopt Resolution No.9018, Resolution Declaring Intention to Annex Territory into the Consolidated Benefit Assessment District
5. Adopt Resolution No.9019, Resolution Announcing Intent to Annex Territory into Community Facilities District 2006-1 and Community Facilities District 2006-2

8. AMENDMENT TO GROUND LEASE AGREEMENT WITH ROBERT M. TAYLOR CORPORATION ESTABLISHING RENT FOR THE FIRST OPTION PERIOD OF THE GROUND LEASE

The Council will review and consider approving an amendment to a ground lease agreement with the Robert M. Taylor Corporation for first 15-year option period of the ground lease of the property located at the corner of Challenger Avenue and Chuck Yeager Way in Oroville. The proposed lease amendment will bring the ground lease to current market value for rent. In addition, the undeveloped 4.12 acre portion of the ground lease will be returned to the City for future development purposes.

RECOMMENDATION

Adopt Resolution No. 9008 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO AGREEMENT BETWEEN CITY OF OROVILLE AND THE ROBERT M. TAYLOR CORPORATION - (Agreement No. 852-2).

REGULAR BUSINESS

9. HOUSING PROGRAM FUND LOAN FOR VETERAN VILLAGE APARTMENTS

Council will consider approving a Housing Program Fund loan to Veteran's Housing Develop Corporation (VHDC) for the development of Veteran Village Apartments, located on Mitchell Ave.

RECOMMENDATION

Adopt Resolution No. 9011– A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SECURITY DOCUMENTS ASSOCIATED WITH THE HOUSING PROGRAM FUND LOAN IN THE AMOUNT OF $1,750,000 WITH VHDC FOR VETERAN VILLAGE APARTMENTS.

10. PARCEL CREATION OF VETERANS HOUSING

The Council may decide to create a parcel that in the future could be developed into housing for veterans.

RECOMMENDATION

It is recommended that the Council adopt Resolution No. 9020 that will create the parcel and easement, that directs staff to continue to work toward developing housing for veterans, and that directs staff to seek Council authorization for any conveyance of said parcel.

11. TASK ORDER WITH NORTHSTAR ENGINEERING TO DRAFT SMALL-LOT DEVELOPMENT STANDARDS FOR SOUTH OROVILLE AND ENVIRONS UNDER AGREEMENT NO. 3387

The City of Oroville may consider approving a task order from NorthStar Engineering to draft small-lot development standards for South Oroville and other locations.

RECOMMENDATION

Approve a contract with NorthStar Engineering for $12,840 to draft Small-lot development standards for South Oroville and other locations.

12. PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT LLC

The City Council may consider a Professional Services Agreement with Trover Construction Project Management LLC to perform owner-occupied rehabilitation contractor services for the City of Oroville Housing Rehabilitation Program in the amount of $130.00 per hour average (not to exceed $165.00 per hour), as needed. Additionally, under this contract, the contractor may be utilized for City maintenance projects as they arise.

RECOMMENDATION

Adopt Resolution No. 9010 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT LLC IN THE AMOUNT OF $130.00 AND HOUR (NOT TO EXCEED $165.00 PER HOUR), TO PROVIDE REHABILITATION PROGRAM AS NEEDED – (Agreement No. 3396-1)

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
2. Future Agenda Items
3. Administration Reports
4. Correspondence
    i. FERC Correspondence

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on January 18, 2022 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 REYNOLDS AND COUNCIL MEMBERS**

FROM: **KAROLYN J. FAIRBANKS, CITY TREASURER**

RE: **INVESTMENT POLICY ADOPTION FOR 2022**

DATE: **January 4, 2022**

SUMMARY

The Council will consider adopting the Statement of Investment Policy 2022 for the City of Oroville.

DISCUSSION

California Government code states that the Treasurer may annually render to the City legislative body a Statement of Investment Policy for consideration at a public meeting.

The only changes from the 2021 Policy is revision of sections 7.0, 8.0, and 13.0 to provide clarification and compliance with state law.

FISCAL IMPACT

None

RECOMMENDATION

Adopt Resolution No. 9009 - A RESOLUTION AUTHORIZING ADOPTION OF AN INVESTMENT POLICY FOR THE CITY OF OROVILLE FOR 2022.

ATTACHMENTS

Resolution No. 9009
Investment Policy

CITY OF OROVILLE
RESOLUTION NO. 9009

A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE INVESTMENT POLICY FOR THE CITY OF OROVILLE FOR 2022

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

a. The Council adopts the Investment Policy for 2022.

b. The City Clerk shall attest to the adoption of the Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on January 4, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
CHUCK REYNOLDS, MAYOR

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Jackie Glover, Assistant City Clerk

City of Oroville
Statement of Investment Policy
2022

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City of Oroville

Statement of Investment Policy
2022

1.0 **Policy:** The City of Oroville (the City) shall invest public funds in such manner as to comply with all federal, state and local statutes; insure prudent money management; provide for daily cash flow requirements**;** and meet the objectives in priority order of safety, liquidity and return on investment.

2.0 **Scope**: This Investment Policy covers all financial assets under the direct authority of the City. In addition, funds held by trustees or fiscal agents are excluded from these rules; however, all funds are subject to regulations established by the state of California. The covered funds, and any new funds created by the City, unless specifically exempted by this policy, are defined in the City's Comprehensive Annual Financial Report.

3.0 **Prudence:** The standard of prudence to be used shall be the prudent investor standard and shall be applied in the context of managing the overall portfolio. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 Any investment official exercising his or her assigned authority with due diligence and prudence in accordance with the written procedures and the Investment Policy will not be held personally liable for any individual investment losses or for total portfolio losses provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 **Objectives:** The primary objectives of investment activities in order of priority shall be:

4.1 *Safety:* Safety of principal is the prime objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

4.2 *Liquidity*: The City's investment portfolio shall be structured in a manner which strives to time the maturity of securities with cash requirements to remain sufficiently liquid to meet all operating requirements which might be reasonably anticipated.

4.3 *Return on Investments: T*he City shall attempt to obtain a reasonable return after basic requirements of safety and liquidity have been met.

5.0 **Delegation of Authority:** Authority to manage the investment program is derived from the City Charter, City Code and the Government Code of the State of California. Management responsibility for the investment program is hereby delegated to the Treasurer who shall be responsible for all transactions undertaken and shall establish a system of controls and procedures. The City Council shall appoint someone to act only in the absence of the Treasurer. The Treasurer has the authority to sign all contracts related to the investment of public funds.

5.1 Investment Procedures: The Treasurer shall establish written procedures for the operation of the investment program consistent with this investment policy. The procedures should include reference to safekeeping, repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer and approved by the legislative body.

6.0 **Ethics and Conflicts of Interest:** Officers, employees, elected and appointed officials involved in the investment process shall act responsibly as custodians of the public trust; avoid any transaction that might impair the public confidence or the City's ability to serve the citizens; refrain from personal business activities that could conflict with proper execution of the investment program or could impair their ability to make impartial investment decisions and abide by the City's adopted Conflict of Interest Code incorporated by reference into this Investment Policy.

7.0 **Authorized Financial Dealers and Institutions**: To promote the optimum yield on the investment of City funds, investment procedures shall be designed to encourage competitive bidding on transactions from approved financial institutions and broker-dealers. Dealers and Institutions are defined in California Code as a member of a federally regulated securities exchange, a national or state-chartered bank, a savings association or federal association or a brokerage firm designated as a primary government dealer by the Federal Reserve Bank.

7.1 All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following : audited financial statements demonstrating compliance with state and federal capital adequacy guidelines. proof of Financial Industry Regulatory Authority (FINRA) registration, proof of State of California registration and certification of having read the City's

0investment policy.

.**8.0** **Authorized Investments:** The Treasurer may invest city funds in the following instruments as specified under Section 53601 et seq., of the California Government Code, as now read or hereafter amended, and as further limited in this policy. In the case of bond proceeds permissible investments are limited to those specified in the bond documents in accordance with Section 5922 of the Government Code or other applicable laws. Investments in Deferred Compensation funds are limited to those investments allowed under Section 53609 of the Government Code.

8.1 Except as provided above, the following investments are authorized, as further limited herein:

- 8.1.1 Obligations of the U.S. Government – Maximum 100%
- 8.1.2 Time Certificates of Deposits - Maximum 30%. Deposits should not exceed three year maturity. Deposits will be collateralized or insured in accordance with the investment policy and placed with nationally or state chartered banks, a savings association and/or a state or federal credit union.
- 8.1.3 Local government investment pools - Maximum 100%. Investments will be made in accordance with laws and regulations governing these funds.
- 8.1.4 Repurchase agreements - Maximum 20%. Must be fully Collateralized at 110%, have a maturity of no more than 90 days, and will only be with primary dealers of the Federal Reserve Bank who have long term debt rated at AAA by Moody's or Standard and Poor.
- 8.1.5 Passbook Savings Account Demand Deposits - Maximum 50%. Deposits must be insured if under FDIC limit allowed by law, collateralized if over that limit, and not exceed $1,000,000 with one institution.
- 8.1.6 SEC Registered Money Market/Mutual Funds – Maximum 20%. Funds must consist of instruments permitted under Section 53601 of the Government Code.
- 8.1.7 Bankers' Acceptance - Maximum 40% and have a maturity of no longer than 180 days.
- 8.1.8 Investments held separately. Investment of bond funds will be made in conformance with the trust indenture for each issue. Such funds will be held separately when required.

8.2 If repurchase agreements are legal and authorized by policy, a Master Repurchase Agreement must be signed with the bank or dealer.

9.0 **Review of Investment Portfolio:** The securities held by the City must be in compliance with Section 8.0 Authorized and Suitable Investments at the time of purchase. To assure subsequent compliance, the Treasurer shall at least quarterly review the portfolio to identify any securities that do not comply and establish procedures to report to the City critical incidents of noncompliance.

1**0.0** **Investment Pools/Mutual Funds:** Governmental sponsored pools and/or mutual funds should be carefully reviewed prior to investing and should be monitored on an ongoing basis. Requisite information on the pool includes a statement of investment policy and objectives, a description of interest calculations and how it is distributed and how gains and losses are treated, a description of how the securities are safeguarded (including the settlement process) and how often the securities are priced and the program audited, a description of who may invest in the program, a schedule for receiving statements and portfolio listings, a description of how the pool/fund maintains reserves, earnings, etc. or is all income after expenses distributed to participants, and a fee schedule.

11.0 **Collateralization:** Investments in time certificates of deposit shall be fully insured up to the maximum allowed by law by the Federal Deposit Insurance Corporation**,** the National Credit Union Share Insurance Fund**,** or the Federal Savings and Loan Insurance Corporation, as appropriate. Investments in time certificates of deposit in excess of the maximum amount allowed by law shall be properly collateralized. Section 53652 of the California Government Code requires that the depository pledge securities with market value of at least 10% in excess of the City's deposit as collateral in government securities. The City Treasurer is responsible for entering into deposit contracts with each depository. Collateral for investments in Repurchase agreements must consist of U. S. Treasury obligations or U. S. Agency obligations. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 110% of market value of principal and accrued interest.

12.0 **Safekeeping and Custody:** All security transactions, including collateral for repurchase agreements shall be conducted on a delivery versus payment (DVP) basis. Securities will be held by a third party custodian, or in the case of bond proceeds the Trustee, designated by the Treasurer and evidenced by safekeeping receipts. The only exception to the foregoing shall be depository accounts and securities purchases made with LAIF, time certificates of deposit and money market mutual funds, since the purchased securities are not deliverable.

13.0 **Diversification:** The purpose of diversification is to reduce the overall

portfolio risks while attaining market average rates of return. The maximum allowable percentage of investments in any one category will be diversified as required by law, or as provided by this policy, whichever is lower. In addition, with the exception of U.S. Treasury securities and the Local Agency Investment Fund, no more than 50% of the total portfolio will be vested in a single security type or with a single financial institution (excluding demand deposits and bond proceeds if allowed by the bond trustee).

14.0 **Maximum Maturities:** No investment shall be made with a maturity of more than three (3) years unless the Governing Body specifically authorizes the investment. As a general rule the City will not invest in securities maturing more than two (2) years from date of purchase unless they represent reserve funds or other monies set aside to satisfy long term needs such as capital accumulation funds. To the extent possible, investment maturities will be matched against anticipated cash flow requirements.

15.0 **Internal Control:** The City shall establish an annual process of independent review by the external auditor. This review will provide internal control by assuring compliance with policies and procedures.

16.0 **Performance Standards:** The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles commensurate with the investment risk constraints and the cash flow needs. The basis used by the Treasurer to determine whether market yields are being achieved shall be to identify a comparable benchmark to the portfolio investment duration.

17.0 **Reporting:** The Treasurer shall provide a monthly report to the City Council regarding investment activity and returns on all portfolios which provide a clear picture of the status of the current investment portfolio. The report shall include: Type of investment, issuer, purchase date, date of maturity, amount of deposit or cost of the investment, face value of securities, current market value of securities, rate of interest and interest earnings. If any of the funds are managed by a contracted party, a description shall be included in the report. The report shall be reviewed and signed by the Treasurer, the Director of Finance and the City Administrator.

18.0 **Investment Policy Adoption:** In accordance with Section 53646(a) of the California Government Code, the Treasurer may render annually to the City legislative body a Statement of Investment Policy for consideration at a public meeting. The City's Investment policy and any modifications shall be adopted by Resolution of the Oroville City Council.

Any State Law changes during the year are automatically incorporated into this policy.

19.0 <u>Glossary</u>: Because this policy is available to the public as well as the governing body, a glossary of related terminology is a part of the policy.

Glossary

Accrued Interest. Interest earned but not yet received.

Agencies. Federal Agency securities and/or Government-sponsored enterprises.

Arbitrage. Generally, transactions by which securities are bought and sold in different markets at the same time for the sake of the profit arising from a difference in prices in the two markets.

Asked. The price at which securities are offered.

Bankers' Acceptances (BA's). A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

Basis point. One basis point is one hundredth of one percent (.01).

Benchmark. A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

Bid. The price offered by a buyer of securities.

Bond. A financial obligation for which the issuer promises to pay the bondholder a specified stream of future cash flows including periodic interest payments and a principal repayment.

Bond Equivalent Yield (BEY). An annual yield, expressed as a percentage, describing the return provided to bond holders. A bond equivalent yield is double the simple interest, semiannual yield.

Book value. The value at which a debt security is shown on the holder's balance sheet. Book value is the cost less amortization of premium or accretion of a

discount.

Broker. A broker brings buyers and sellers together for a commission.

Certificate of Deposit (CD). A time deposit of funds in a bank or savings and loan association with a specific maturity evidenced by a certificate.

Collateral. Securities, evidence of deposit or other property, which a borrower pledges for repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Commercial Paper. Unsecured short-term promissory notes issued by corporations, with maturities ranging from 2 to 270 days, which may be sold on a discount basis or may bear interest. Firms with lower ratings or without well known names usually back their commercial paper with guarantees or bank letters of credit.

Comprehensive Annual Financial Report (CAFR). The official annual financial report of the City. It includes combined statements and basic financial statements for each individual fund and account group prepared in conformity with Generally Accepted Accounting Principles (GAAP).

Corporate Medium Term Notes. Unsecured promissory notes issued by corporations operating within the United States. The notes are in the one to five year maturity range.

Coupon. The annual rate of interest that a bond's issuer promises to pay the bond holder on the bond's face value. Also, a certificate attached to a bond evidencing interest due on a payment date.

Credit Risk. The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

Current Yield (Current Return). The interest paid on an investment expressed as a percentage of the current price of the security. Current yield is only accurate for investments purchased at par.

Custody. The service of an organization, usually a financial institution, of holding (and reporting) a customer's securities for safekeeping. The financial institution is known as the custodian.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account .

Debenture. A bond secured only by the general credit of the issuer.

Delivery versus Payment (DVP). Delivery of securities with a simultaneous exchange of money for the securities.

Derivatives. Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor; or financial contracts based upon noticed amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

Discount. The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

Discount Securities. Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value, (e.g., U. S. Treasury Bills).

Diversification. Dividing investment funds among a variety of securities, offering independent returns.

Duration. A measure of the sensitivity of the price (the value of principal) of a fixed-income investment to a change in interest rates. Duration is expressed as a number of years. Rising interest rates mean falling bond prices, while declining interest rates mean rising bond prices.

Federal Credit Agencies. Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g. S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC). A federal agency that insures bank deposits, currently up to $250,000 per entity**.**

Federal Funds Rate. The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

Federal Home Loan Banks (FHLB). Government sponsored wholesale banks which lend funds and provide correspondent banking service to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

Federal National Mortgage Association (FNMA or Fannie Mae). A federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds

in the United States. FNMA is a private stockholder-owned corporation and assumes and guarantees that all security holders will receive timely payment of principal and interest. The corporation's purchases include a variety or adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are highly liquid and are widely accepted.

Federal Open Market Committee (FOMC), Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

Federal Reserve System. The central bank of the United States which consists of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members.

Government National Mortgage Association (GNMA or Ginnie Mae). Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FHA mortgages.

Interest Rate. The annual yield earned on an investment, expressed as a percentage.

Liquidity. The quality of an asset that permits it to be converted quickly into cash without a significant loss in value.

Local Agency Investment Fund (LAIF). A special fund in the State Treasury which local agencies may use to deposit funds for investment and for reinvestment. Each agency is currently limited by LAIF to an investment of $50 million.

Marketability. The measure of ease with which a security can be sold in the secondary market.

Market Risk. Defined as market value fluctuations due to overall changes in the general level of interest rates structuring the portfolio based on historic and current cash flow analysis eliminating the need to sell securities prior to maturity and avoiding the purchase of long term securities for the sole purpose of short term speculation.

Market Value - The price at which a security is trading and could presumably be purchased or sold.

Master Repurchase Agreement. A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower

Maturity Date. The date upon which the principal or stated value of an investment becomes due and payable.

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Mutual Fund. An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940 and must abide by the Securities and Exchange Commission (SEC) disclosure guidelines.

Offer. The price asked by a seller of securities.

Open Market Operations. Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

Portfolio. Collection of securities held by an investor.

Primary Dealer. A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

Principal. The face amount or par value of a debt instrument.

Prudent Person Standard. A standard of conduct where a person acts with care, skill, prudence, and diligence when investing or reinvesting.

Qualified Public Depositories. A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of the state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability

and which has been approved by the Public Deposit Protection Commission to hold public deposits.

Rate of Return. The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (RP or REPO). A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security buyer in effect lends the seller money for the period of the agreement, and the terms of the agreement are structured to compensate him for this.

Reverse Repurchase Agreement (Reverse REPO). A reverse-repurchase agreement involves investor borrowing cash from a financial institution in exchange for securities. The investor agrees to repurchase the securities at a specified date for the same cash value plus an agreed upon interest rate. Although the transaction is similar to a repo, the purpose of entering into a reverse repo is quite different. While a repo is a straightforward investment of public funds, the reverse repo is a borrowing.

Safekeeping. A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

Secondary Market. A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission (SEC). Agency created by Congress to protect investors in securities transaction by administering securities legislation.

Treasury Bills. A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

Treasury Bonds. Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. government and having initial maturities of more than ten years.

Treasury Notes. Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to ten years.

Trustee. A Bank designated as the custodian of funds and the official representative for bondholders. In this capacity, the trustee is responsible for

enforcing the bondholder's contract with the issuer.

Uniform Net Capital Rule. Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Yield. The rate of annual income return on an investment, expressed as a percentage. Income yield is obtained by dividing the current dollar income by the current market price for the security. Net yield or yield to maturity is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

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 2022**

DATE: **JANUARY 4, 2022**

SUMMARY

The City Council may consider adopting the City Meeting Calendar for 2022.

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 2022 and staff recommend approving the calendar.

FISCAL IMPACT

None

RECOMMENDATION

Adopt the City's Meeting Calendar for 2022.

ATTACHMENTS

2022 Draft Meeting Calendar

CITY OF OROVILLE MEETING SCHEDULE - 2022

JANUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

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

MARCH						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	~~12~~	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	~~14~~	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST						
S	M	T	W	T	F	S
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7	8	~~9~~	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	~~11~~	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	~~13~~	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	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. and Dec.)

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 Thursday 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)

FINAL 01/05/2021

OROVILLE CITY COUNCIL

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **LIZ EHRENSTROM, HUMAN RESOURCE MANAGER**

SUBJECT: **MINIMUM WAGE INCREASE**

DATE: **JANUARY 4, 2022**

SUMMARY

State of California received a minimum wage increase on January 1, 2022, from $14.00 per hour to $15.00 per hour. Also, adding the new Recycling Coordinator position to the master salary schedule.

DISCUSSION

This is to update the City Council that minimum wage increased from $14.00 per hour to $15.00 per hour effective, January 1, 2022. The City currently has two positions that are affected, the Staff Assistant and Community Development Technician I. Both positions are being updated to incorporate the new minimum wage increase. One employee will receive an increased based on the increase to minimum wage. The salary schedule at Step A for these positions will be updated from $14.64 to $15.00 per hour on the salary range. Staff has also added the new position of Recycling Coordinator position, previously approved, to the master salary schedule.

FISCAL IMPACT – None. Changes to the Master Salary Schedule only**.**

RECOMMENDATIONS – Approve the Master Salary Schedule to include the Recycling Coordinator position and an increase to minimum wage for two positions.

ATTACHMENTS: Master Salary Schedule

CITY OF OROVILLE MASTER SALARY SCHEDULE

Revised: September 21, 2021 **Approved by Council: September 21, 2021**

ELECTED OFFICIAL'S STIPEND SCHEDULE

Mayor	**$500**	**Monthly**	**Plus $5/Mtg. Up to 2 Mtgs. Per Month**
Council Members	**$400**	**Monthly**	
Treasurer	**$400**	**Monthly**	

DEPARTMENT HEAD'S SALARY SCHEDULE

CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
City Administrator	**$130,588**	**$137,117**	**$143,973**	**$151,172**	**$158,730**	**$166,667**	**$175,000**	**Bonus***	**Annual**
	$10,882.31	$11,426.42	$11,997.74	$12,597.63	$13,227.51	$13,888.89	$14,583.33		Monthly
	$62.78	$65.92	$69.22	$72.68	$76.31	$80.13	$84.13		Hourly
Assistant City Administrator - Development Services Dept.	**$118,720**	**$124,965**	**$131,540**	**$138,465**	**$145,750**	**$153,425**	**$161,500**	**$170,000.00**	**Annual**
Assistant City Administrator - Administration Dept.	$9,893.33	$10,413.75	$10,961.67	$11,538.75	$12,145.83	$12,785.42	$13,458.33	$14,166.67	Monthly
Assistant City Administrator - Public Safety Dept.	$57.08	$60.08	$63.24	$66.57	$70.07	$73.76	$77.64	$81.73	Hourly
Assistant Development Services Director	**$84,370.00**	**$88,590.00**	**$93,020.00**	**$97,672.00**	**$102,555.00**	**$107,683.00**	**$113,067.00**	**$118,720.00**	**Annual**
	$7,030.83	$7,382.50	$7,751.67	$8,139.33	$8,546.25	$8,973.58	$9,422.25	$9,893.33	Monthly
	$40.56	$42.59	$44.72	$46.96	$49.31	$51.77	$54.36	$57.08	Hourly

OROVILLE PUBLIC SAFETY MID-MANAGER'S ASSOCIATION

CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Battalion Chief	**$81,076.26**	**$85,130.07**	**$89,386.58**	**$93,855.91**	**$98,548.70**	**$103,476.14**	**$108,649.94**	**$114,082.44**	**Annual**
	$6,756.36	$7,094.17	$7,448.88	$7,821.33	$8,212.39	$8,623.01	$9,054.16	$9,506.87	Monthly
	$38.98	$40.93	$42.97	$45.12	$47.38	$49.75	$52.24	$54.85	Hourly

1ST TIER OROVILLE MID-MANAGER AND CONFIDENTIAL ASSOCIATION

CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Project Manager/Sr. Civil Engineer	**$85,281.76**	**$89,545.85**	**$94,023.14**	**$98,724.30**	**$103,660.51**	**$108,843.54**	**$114,285.71**	**$120,000.00**	**Annual**
	$7,106.81	$7,462.15	$7,835.26	$8,227.02	$8,638.38	$9,070.29	$9,523.81	$10,000.00	Monthly
	$41.00	$43.05	$45.20	$47.46	$49.84	$52.33	$54.95	$57.69	Hourly
Police Lieutenant	**$87,692.08**	**$92,076.68**	**$96,680.52**	**$101,514.54**	**$106,590.27**	**$111,919.78**	**$117,515.77**	**$123,391.56**	**Annual**
	$7,307.67	$7,673.06	$8,056.71	$8,459.55	$8,882.52	$9,326.65	$9,792.98	$10,282.63	Monthly
	$42.15965	$44.26764	$46.48102	$48.80507	$51.24532	$53.80759	$56.49797	$59.32287	Hourly
Management Analyst III	**$75,626.26**	**$81,916.33**	**$86,013.53**	**$90,314.42**	**$94,829.61**	**$99,570.77**	**$104,549.57**	**$109,777.69**	**Annual**
Airport Manager	$6,302.19	$6,826.36	$7,167.79	$7,526.20	$7,902.47	$8,297.56	$8,712.46	$9,148.14	Monthly
HR Manager	$36.35878	$39.38285	$41.35266	$43.42039	$45.59116	$47.87056	$50.26422	$52.77774	Hourly
IT Manager									
Building Official									
Public Works Manager									

2nd TIER OROVILLE MID-MANAGER AND CONFIDENTIAL ASSOCIATION

CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M	STEP N	STEP O	
Project Manager/Sr. Civil Engineer	**$85,281.76**	**$87,413.80**	**$89,545.85**	**$91,784.49**	**$94,023.14**	**$96,373.72**	**$98,724.30**	**$101,192.40**	**$103,660.51**	**$106,252.03**	**$108,843.54**	**$111,564.63**	**$114,285.71**	**$117,142.86**	**$120,000.00**	**Annual**
	$7,106.81	$7,284.48	$7,462.15	$7,648.71	$7,835.26	$8,031.14	$8,227.02	$8,432.70	$8,638.38	$8,854.34	$9,070.29	$9,297.05	$9,523.81	$9,761.90	$10,000.00	Monthly
	$41.00	$42.03	$43.05	$44.13	$45.20	$46.33	$47.46	$48.65	$49.84	$51.08	$52.33	$53.64	$54.95	$56.32	$57.69	Hourly
Police Lieutenant	**$87,692.08**	**$89,884.38**	**$92,076.68**	**$94,378.60**	**$96,680.52**	**$99,097.53**	**$101,514.54**	**$104,052.41**	**$106,590.27**	**$109,255.03**	**$111,919.78**	**$114,717.78**	**$117,515.77**	**$120,453.67**	**$123,391.56**	**Annual**
	$7,307.67	$7,490.37	$7,673.06	$7,864.88	$8,056.71	$8,258.13	$8,459.55	$8,671.03	$8,882.52	$9,104.59	$9,326.65	$9,559.81	$9,792.98	$10,037.81	$10,282.63	Monthly
	$42.16	$43.21	$44.27	$45.37	$46.48	$47.64	$48.81	$50.03	$51.25	$52.53	$53.81	$55.15	$56.50	$57.91	$59.32	Hourly
Management Analyst III	**$75,626.26**	**$77,516.92**	**$81,916.33**	**$83,964.24**	**$86,013.53**	**$88,163.87**	**$90,314.42**	**$92,572.28**	**$94,829.61**	**$97,200.35**	**$99,570.77**	**$102,060.04**	**$104,549.57**	**$103,476.00**	**$109,777.69**	**Annual**
Airport Manager	$6,302.19	$6,459.74	$6,826.36	$6,997.02	$7,167.79	$7,346.99	$7,526.20	$7,714.36	$7,902.47	$8,100.03	$8,297.56	$8,505.00	$8,712.46	$8,623.00	$9,148.14	Monthly
HR Manager	$36.36	$37.27	$39.38	$40.37	$41.35	$42.39	$43.42	$44.51	$45.59	$46.73	$47.87	$49.07	$50.26	$49.75	$52.78	Hourly
IT Manager																
Building Official																
Public Works Manager																

1ST TIER OROVILLE POLICE OFFICER'S ASSOCIATION SWORN SALARY SCHEDULE

CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	

Sergeant	**$71,387.77**	**$74,957.16**	**$78,705.02**	**$82,640.27**	**$86,772.28**	**$91,110.90**	**$95,666.44**	**$100,449.77**	**Annual**
	$5,948.98	$6,246.43	$6,558.75	$6,886.69	$7,231.02	$7,592.57	$7,972.20	$8,370.81	Monthly
	$34.32105	$36.03710	$37.83895	$39.73090	$41.71744	$43.80332	$45.99348	$48.29316	Hourly
Rotational Detective/OIC	**$59,916.31**	**$62,912.13**	**$66,057.74**	**$69,360.62**	**$72,828.65**	**$76,470.09**	**$80,293.59**	**$84,308.27**	**Annual**
5% Above Police Officer	$4,993.03	$5,242.68	$5,504.81	$5,780.05	$6,069.05	$6,372.51	$6,691.13	$7,025.69	Monthly
	$28.80592	$30.24622	$31.75853	$33.34645	$35.01378	$36.76446	$38.60269	$40.53282	Hourly
Police Officer	**$57,063.15**	**$59,916.30**	**$62,912.12**	**$66,057.72**	**$69,360.61**	**$72,828.64**	**$76,470.07**	**$80,293.58**	**Annual**
	$4,755.26	$4,993.03	$5,242.68	$5,504.81	$5,780.05	$6,069.05	$6,372.51	$6,691.13	Monthly
	$27.43421	$28.80592	$30.24621	$31.75852	$33.34645	$35.01377	$36.76446	$38.60268	Hourly
Reserve Police Officer	$27.43421	$28.80592	$30.24621	$31.75852	$33.34645	$35.01377	$36.76446	$38.60268	**Hourly**
Reserve Investigator	$25.00000								**Hourly**

1ST TIER OROVILLE POLICE OFFICER'S ASSOCIATION NON-SWORN SALARY SCHEDULE

CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
Police Admin. Assistant	**$41,349.46**	**$43,416.94**	**$45,587.78**	**$47,867.17**	**$50,260.53**	**$52,773.56**	**$55,412.24**	**Annual**
	$3,445.79	$3,618.08	$3,798.98	$3,988.93	$4,188.38	$4,397.80	$4,617.69	Monthly
	$19.87955	$20.87353	$21.91720	$23.01306	$24.16372	$25.37190	$26.64050	Hourly
Police Dispatcher	**$41,413.58**	**$43,484.26**	**$45,658.47**	**$47,941.40**	**$50,338.47**	**$52,855.39**	**$55,498.16**	**Annual**
	$3,451.13	$3,623.69	$3,804.87	$3,995.12	$4,194.87	$4,404.62	$4,624.85	Monthly
	$19.91038	$20.90589	$21.95119	$23.04875	$24.20119	$25.41124	$26.68181	Hourly
MLE	**$36,817.45**	**$38,658.32**	**$40,591.23**	**$42,620.80**	**$44,751.84**	**$46,989.43**	**$49,338.90**	**Annual**
	$3,068.12	$3,221.53	$3,382.60	$3,551.73	$3,729.32	$3,915.79	$4,111.57	Monthly
	$17.70070	$18.58573	$19.51502	$20.49077	$21.51531	$22.59107	$23.72062	Hourly
Police Records Techician	**$34,650.30**	**$36,382.82**	**$38,201.96**	**$40,112.06**	**$42,117.66**	**$44,223.54**	**$46,434.72**	**Annual**
	$2,887.53	$3,031.90	$3,183.50	$3,342.67	$3,509.81	$3,685.30	$3,869.56	Monthly
	$16.65880	$17.49174	$18.36633	$19.28464	$20.24888	$21.26132	$22.32439	Hourly
Police Recuit	**$38,417.60**							**Annual**
	$3,201.47							Monthly
	$18.47							Hourly

2ND TIER OROVILLE POLICE OFFICER'S ASSOCIATION SWORN SALARY SCHEDULE

CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M	STEP N	STEP O	
Sergeant	**$71,387.77**	**$73,172.47**	**$74,957.16**	**$76,831.09**	**$78,705.02**	**$80,672.65**	**$82,640.27**	**$84,706.28**	**$86,772.28**	**$88,941.59**	**$91,110.90**	**$93,388.67**	**$95,666.44**	**$98,058.11**	**$100,449.77**	**Annual**
	$5,948.98	$6,097.71	$6,246.43	$6,402.59	$6,558.75	$6,722.72	$6,886.69	$7,058.86	$7,231.02	$7,411.80	$7,592.57	$7,782.39	$7,972.20	$8,171.51	$8,370.81	Monthly
	$34.32105	$35.17907	$36.03710	$36.93802	$37.83895	$38.78493	$39.73090	$40.72417	$41.71744	$42.76038	$43.80332	$44.89840	$45.99348	$47.14332	$48.29316	Hourly
Rotational Detective/OIC	**$59,916.31**	**$61,414.22**	**$62,912.13**	**$64,484.93**	**$66,057.74**	**$67,709.18**	**$69,360.62**	**$71,094.64**	**$72,828.65**	**$74,649.37**	**$76,470.09**	**$78,381.84**	**$80,293.59**	**$82,300.93**	**$84,308.27**	**Annual**
5% Above Police Officer	$4,993.03	$5,117.85	$5,242.68	$5,373.74	$5,504.81	$5,642.43	$5,780.05	$5,924.55	$6,069.05	$6,220.78	$6,372.51	$6,531.82	$6,691.13	$6,858.41	$7,025.69	Monthly
	$28.80592	$29.52607	$30.24622	$31.00237	$31.75853	$32.55249	$33.34645	$34.18011	$35.01378	$35.88912	$36.76446	$37.68358	$38.60269	$39.56776	$40.53282	Hourly
Police Officer	**$57,063.15**	**$58,489.73**	**$59,916.30**	**$61,414.21**	**$62,912.12**	**$64,484.92**	**$66,057.72**	**$67,709.17**	**$69,360.61**	**$71,094.63**	**$72,828.64**	**$74,649.36**	**$76,470.07**	**$78,381.83**	**$80,293.58**	**Annual**
	$4,755.26	$4,874.14	$4,993.03	$5,117.85	$5,242.68	$5,373.74	$5,504.81	$5,642.43	$5,780.05	$5,924.55	$6,069.05	$6,220.78	$6,372.51	$6,531.82	$6,691.13	Monthly
	$27.43421	$28.12006	$28.80592	$29.52606	$30.24621	$31.00237	$31.75852	$32.55248	$33.34645	$34.18011	$35.01377	$35.88911	$36.76446	$37.68357	$38.60268	Hourly
Reserve Police Officer	**$27.43421**	**$28.12006**	**$28.80592**	**$29.52606**	**$30.24621**	**$31.00237**	**$31.75852**	**$32.55248**	**$33.34645**	**$34.18011**	**$35.01377**	**$35.88911**	**$36.76446**	**$37.68357**	**$38.60268**	**Hourly**
Reserve Investigator	$25.00000															**Hourly**

2ND TIER OROVILLE POLICE OFFICER'S ASSOCIATION NON-SWORN SALARY SCHEDULE

CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M	
Police Admin. Assistant	**$41,349.46**	**$42,383.20**	**$43,416.94**	**$44,502.36**	**$45,587.78**	**$46,727.48**	**$47,867.17**	**$49,063.85**	**$50,260.53**	**$51,517.05**	**$52,773.56**	**$54,092.90**	**$55,412.24**	**Annual**
	$3,445.79	$3,531.93	$3,618.08	$3,708.53	$3,798.98	$3,893.96	$3,988.93	$4,088.65	$4,188.38	$4,293.09	$4,397.80	$4,507.74	$4,617.69	Monthly
	$19.87955	$20.37654	$20.87353	$21.39537	$21.91720	$22.46513	$23.01306	$23.58839	$24.16372	$24.76781	$25.37190	$26.00620	$26.64050	Hourly
Police Dispatcher	**$41,413.58**	**$42,448.92**	**$43,484.26**	**$44,571.37**	**$45,658.47**	**$46,799.93**	**$47,941.40**	**$49,139.93**	**$50,338.47**	**$51,596.93**	**$52,855.39**	**$54,176.77**	**$55,498.16**	**Annual**
	$3,451.13	$3,537.41	$3,623.69	$3,714.28	$3,804.87	$3,899.99	$3,995.12	$4,094.99	$4,194.87	$4,299.74	$4,404.62	$4,514.73	$4,624.85	Monthly
	$19.91038	$20.40813	$20.90589	$21.42854	$21.95119	$22.49997	$23.04875	$23.62497	$24.20119	$24.80621	$25.41124	$26.04653	$26.68181	Hourly
MLE	**$36,817.45**	**$37,737.89**	**$38,658.32**	**$39,624.78**	**$40,591.24**	**$41,606.02**	**$42,620.80**	**$43,686.32**	**$44,751.84**	**$45,870.64**	**$46,989.43**	**$48,164.17**	**$49,338.90**	**Annual**
	$3,068.12	$3,144.82	$3,221.53	$3,302.07	$3,382.60	$3,467.17	$3,551.73	$3,640.53	$3,729.32	$3,822.55	$3,915.79	$4,013.68	$4,111.58	Monthly
	$17.7007	$18.1432	$18.5857	$19.0504	$19.5150	$20.0029	$20.4908	$21.0030	$21.5153	$22.0532	$22.5911	$23.1559	$23.7206	Hourly
Police Records Techician	**$34,650.30**	**$35,516.56**	**$36,382.82**	**$37,292.39**	**$38,201.96**	**$39,157.00**	**$40,112.05**	**$41,114.85**	**$42,117.66**	**$43,170.60**	**$44,223.54**	**$45,329.13**	**$46,434.72**	**Annual**
	$2,887.53	$2,959.71	$3,031.90	$3,107.70	$3,183.50	$3,263.08	$3,342.67	$3,426.24	$3,509.80	$3,597.55	$3,685.29	$3,777.43	$3,869.56	Monthly
	$16.6588	$17.0753	$17.4917	$17.9290	$18.3663	$18.8255	$19.2846	$19.7668	$20.2489	$20.7551	$21.2613	$21.7928	$22.3244	Hourly
Police Recuit	**$38,417.60**							**Annual**						

	$3,201.47							Monthly
	$18.47							Hourly

1ST TIER OROVILLE FIRE FIGHTER'S ASSOCIATION SALARY SCHEDULE								
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
Fire Captain	$61,864.70	$64,957.94	$68,205.83	$71,616.12	$75,196.93	$78,956.78	$82,904.61	Annual
	$5,155.39	$5,413.16	$5,683.82	$5,968.01	$6,266.41	$6,579.73	$6,908.72	Monthly
	$21.24	$22.31	$23.42	$24.59	$25.82	$27.11	$28.47	Hourly
Fire Lieutenant	$55,302.76	$58,067.90	$60,971.29	$64,019.86	$67,220.85	$70,581.89	$74,110.99	Annual
	$4,608.56	$4,838.99	$5,080.94	$5,334.99	$5,601.74	$5,881.82	$6,175.92	Monthly
	$18.99	$19.94	$20.94	$21.98	$23.08	$24.24	$25.45	Hourly
Fire Engineer	$52,669.29	$55,302.75	$58,067.89	$60,971.29	$64,019.85	$67,220.84	$70,581.89	Annual
	$4,389.11	$4,608.56	$4,838.99	$5,080.94	$5,334.99	$5,601.74	$5,881.82	Monthly
	$18.09	$18.99	$19.94	$20.94	$21.98	$23.08	$24.24	Hourly
Firefighter	$47,898.65	$50,293.58	$52,808.26	$55,448.67	$58,221.11	$61,132.16	$64,188.77	Annual
	$3,991.55	$4,191.13	$4,400.69	$4,620.72	$4,851.76	$5,094.35	$5,349.06	Monthly
	$16.45	$17.27	$18.13	$19.04	$19.99	$20.99	$22.04	Hourly

2ND TIER OROVILLE FIRE FIGHTER'S ASSOCIATION SALARY SCHEDULE													
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M	
Fire Captain	$61,864.70	$63,411.32	$64,957.94	$66,581.88	$68,205.83	$69,910.98	$71,616.12	$73,406.53	$75,196.93	$77,076.85	$78,956.78	$80,930.70	$82,904.61	Annual
	$5,155.39	$5,284.28	$5,413.16	$5,548.49	$5,683.82	$5,825.91	$5,968.01	$6,117.21	$6,266.41	$6,423.07	$6,579.73	$6,744.22	$6,908.72	Monthly
	$21.24	$21.78	$22.31	$22.86	$23.42	$24.01	$24.59	$25.21	$25.82	$26.47	$27.11	$27.79	$28.47	Hourly
Fire Lieutenant	$55,302.76	$56,685.33	$58,067.90	$59,519.60	$60,971.29	$62,495.58	$64,019.86	$65,620.35	$67,220.85	$68,901.37	$70,581.89	$72,346.44	$74,110.99	Annual
	$4,608.56	$4,723.78	$4,838.99	$4,959.97	$5,080.94	$5,207.96	$5,334.99	$5,468.36	$5,601.74	$5,741.78	$5,881.82	$6,028.87	$6,175.92	Monthly
	$18.62	$19.47	$19.94	$20.44	$20.94	$21.46	$21.98	$22.53	$23.08	$23.66	$24.24	$24.84	$25.45	Hourly
Fire Engineer	$52,669.29	$53,986.02	$55,302.75	$56,685.32	$58,067.89	$59,519.59	$60,971.29	$62,495.57	$64,019.85	$65,620.35	$67,220.84	$68,901.36	$70,581.89	Annual
	$4,389.11	$4,498.84	$4,608.56	$4,723.78	$4,838.99	$4,959.97	$5,080.94	$5,207.96	$5,334.99	$5,468.36	$5,601.74	$5,741.78	$5,881.82	Monthly
	$17.73	$18.54	$18.99	$19.47	$19.94	$20.44	$20.94	$21.46	$21.98	$22.53	$23.08	$23.66	$24.24	Hourly
Firefighter	$47,898.65	$49,096.12	$50,293.58	$51,550.92	$52,808.26	$54,128.47	$55,448.67	$56,834.89	$58,221.11	$59,676.64	$61,132.16	$62,660.47	$64,188.77	Annual
	$3,991.55	$4,091.34	$4,191.13	$4,295.91	$4,400.69	$4,510.71	$4,620.72	$4,736.24	$4,851.76	$4,973.05	$5,094.35	$5,221.71	$5,349.06	Monthly
	$16.45	$16.86	$17.27	$17.70	$18.13	$18.59	$19.04	$19.52	$19.99	$20.49	$20.99	$21.52	$22.04	Hourly

1ST TIER OROVILLE CITY EMPLOYEE'S ASSOCIATION SALARY SCHEDULE									
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Associate Civil Engr.	$76,655.71	$80,488.50	$84,512.92	$88,738.57	$93,175.49	$97,834.27	$102,725.98	$107,862.28	Annual
	$6,387.98	$6,707.37	$7,042.74	$7,394.88	$7,764.62	$8,152.86	$8,560.50	$8,988.52	Monthly
	$36.85371	$38.69639	$40.63121	$42.66277	$44.79591	$47.03571	$49.38749	$51.85687	Hourly
Associate Planner	$59,259.02	$62,221.97	$65,333.07	$68,599.72	$72,029.71	$75,631.19	$79,412.75	$83,383.39	Annual
Recycling Coordinator	$4,938.25	$5,185.16	$5,444.42	$5,716.64	$6,002.48	$6,302.60	$6,617.73	$6,948.62	Monthly
	$28.48991	$29.91441	$31.41013	$32.98064	$34.62967	$36.36115	$38.17921	$40.08817	Hourly
Sr. Code Compliance Specialist	$58,889.00	$61,833.45	$64,925.12	$68,171.38	$71,579.95	$75,158.94	$78,916.89	$82,862.74	Annual
	$4,907.42	$5,152.79	$5,410.43	$5,680.95	$5,965.00	$6,263.25	$6,576.41	$6,905.23	Monthly
	$28.31202	$29.72762	$31.21400	$32.77470	$34.41344	$36.13411	$37.94081	$39.83785	Hourly
GIS Specialist	$58,599.54	$61,529.52	$64,605.99	$67,836.29	$71,228.11	$74,789.51	$78,528.99	$82,455.44	Annual
	$4,883.30	$5,127.46	$5,383.83	$5,653.02	$5,935.68	$6,232.46	$6,544.08	$6,871.29	Monthly
	$28.17286	$29.58150	$31.06057	$32.61360	$34.24428	$35.95650	$37.75432	$39.64204	Hourly
Sr. Admin/SBF/PIO	$57,608.58	$60,489.01	$63,513.46	$66,689.13	$70,023.59	$73,524.77	$77,201.01	$81,061.06	Annual
	$4,800.72	$5,040.75	$5,292.79	$5,557.43	$5,835.30	$6,127.06	$6,433.42	$6,755.09	Monthly
	$27.69643	$29.08125	$30.53532	$32.06208	$33.66519	$35.34845	$37.11587	$38.97166	Hourly
Assistant Planner	$54,560.25	$57,288.26	$60,152.68	$63,160.31	$66,318.32	$69,634.24	$73,115.95	$76,771.75	Annual
	$4,546.69	$4,774.02	$5,012.72	$5,263.36	$5,526.53	$5,802.85	$6,093.00	$6,397.65	Monthly
	$26.23089	$27.54243	$28.91956	$30.36553	$31.88381	$33.47800	$35.15190	$36.90950	Hourly
Signal Tech/Electrician	$52,828.27	$55,469.68	$58,243.17	$61,155.33	$64,213.09	$67,423.75	$70,794.93	$74,334.68	Annual
	$4,402.36	$4,622.47	$4,853.60	$5,096.28	$5,351.09	$5,618.65	$5,899.58	$6,194.56	Monthly
	$25.39821	$26.66812	$28.00152	$29.40160	$30.87168	$32.41526	$34.03603	$35.73783	Hourly
IT Analyst	$51,289.58	$53,854.06	$56,546.76	$59,374.10	$62,342.81	$65,459.95	$68,732.94	$72,169.59	Annual
Accounting Analyst	$4,274.13	$4,487.84	$4,712.23	$4,947.84	$5,195.23	$5,455.00	$5,727.75	$6,014.13	Monthly
	$24.65845	$25.89137	$27.18594	$28.54524	$29.97250	$31.47113	$33.04468	$34.69692	Hourly

Code Enforcement Specialist	**$48,448.14**	**$50,870.55**	**$53,414.07**	**$56,084.78**	**$58,889.02**	**$61,833.47**	**$64,925.14**	**$68,171.40**	**Annual**
	$4,037.35	$4,239.21	$4,451.17	$4,673.73	$4,907.42	$5,152.79	$5,410.43	$5,680.95	Monthly
	$23.29238	$24.45699	$25.67984	$26.96384	$28.31203	$29.72763	$31.21401	$32.77471	Hourly
Admin/Program Analyst II	**$47,820.59**	**$50,211.62**	**$52,722.20**	**$55,358.31**	**$58,126.23**	**$61,032.54**	**$64,084.16**	**$67,288.37**	**Annual**
	$3,985.05	$4,184.30	$4,393.52	$4,613.19	$4,843.85	$5,086.04	$5,340.35	$5,607.36	Monthly
	$22.99067	$24.14020	$25.34721	$26.61457	$27.94530	$29.34257	$30.80969	$32.35018	Hourly
Building/Fire Inspector	**$46,872.53**	**$49,216.16**	**$51,676.96**	**$54,260.81**	**$56,973.85**	**$59,822.55**	**$62,813.67**	**$65,954.36**	**Annual**
Code & Cons Compl Spec.	$3,906.04	$4,101.35	$4,306.41	$4,521.73	$4,747.82	$4,985.21	$5,234.47	$5,496.20	Monthly
Construction Inspector	$22.53487	$23.66161	$24.84469	$26.08693	$27.39128	$28.76084	$30.19888	$31.70883	Hourly
Sr. Accountant Technician	**$44,341.51**	**$46,558.59**	**$48,886.51**	**$51,330.84**	**$53,897.38**	**$56,592.25**	**$59,421.86**	**$62,392.96**	**Annual**
	$3,695.13	$3,879.88	$4,073.88	$4,277.57	$4,491.45	$4,716.02	$4,951.82	$5,199.41	Monthly
	$21.31803	$22.38394	$23.50313	$24.67829	$25.91220	$27.20781	$28.56820	$29.99661	Hourly
Accounting Technician III	**$44,140.60**	**$46,347.63**	**$48,665.01**	**$51,098.26**	**$53,653.18**	**$56,335.83**	**$59,152.63**	**$62,110.26**	**Annual**
	$3,678.38	$3,862.30	$4,055.42	$4,258.19	$4,471.10	$4,694.65	$4,929.39	$5,175.85	Monthly
	$21.22144	$22.28251	$23.39664	$24.56647	$25.79480	$27.08454	$28.43876	$29.86070	Hourly
Program Analyst I	**$42,609.89**	**$44,740.38**	**$46,977.40**	**$49,326.27**	**$51,792.59**	**$54,382.22**	**$57,101.33**	**$59,956.39**	**Annual**
	$3,550.82	$3,728.37	$3,914.78	$4,110.52	$4,316.05	$4,531.85	$4,758.44	$4,996.37	Monthly
	$20.48552	$21.50980	$22.58529	$23.71455	$24.90028	$26.14530	$27.45256	$28.82519	Hourly
Lead Equipment Mechanic	**$42,335.88**	**$44,452.67**	**$46,675.31**	**$49,009.07**	**$51,459.53**	**$54,032.50**	**$56,734.13**	**$59,570.83**	**Annual**
Lead Public Works Operator	$3,527.99	$3,704.39	$3,889.61	$4,084.09	$4,288.29	$4,502.71	$4,727.84	$4,964.24	Monthly
Lead Tree Worker	$20.35379	$21.37148	$22.44005	$23.56205	$24.74016	$25.97716	$27.27602	$28.63982	Hourly
Lead Collection System Operator									
Sr. Administrative Assistant	**$42,036.56**	**$44,138.39**	**$46,345.31**	**$48,662.57**	**$51,095.70**	**$53,650.49**	**$56,333.01**	**$59,149.66**	**Annual**
	$3,503.05	$3,678.20	$3,862.11	$4,055.21	$4,257.98	$4,470.87	$4,694.42	$4,929.14	Monthly
	$20.20988	$21.22038	$22.28140	$23.39547	$24.56524	$25.79350	$27.08318	$28.43734	Hourly
Assistant City Clerk	**$41,455.25**	**$43,528.01**	**$45,704.41**	**$47,989.63**	**$50,389.12**	**$52,908.57**	**$55,554.00**	**$58,331.70**	**Annual**
	$3,454.60	$3,627.33	$3,808.70	$3,999.14	$4,199.09	$4,409.05	$4,629.50	$4,860.97	Monthly
	$19.93041	$20.92693	$21.97328	$23.07194	$24.22554	$25.43681	$26.70865	$28.04409	Hourly
Accounting Technician II	**$40,127.82**	**$42,134.21**	**$44,240.92**	**$46,452.97**	**$48,775.62**	**$51,214.40**	**$53,775.12**	**$56,463.87**	**Annual**
	$3,343.99	$3,511.18	$3,686.74	$3,871.08	$4,064.63	$4,267.87	$4,481.26	$4,705.32	Monthly
	$19.29222	$20.25683	$21.26967	$22.33316	$23.44982	$24.62231	$25.85342	$27.14609	Hourly
Comm. Devel. Technician III	**$39,820.97**	**$41,812.02**	**$43,902.62**	**$46,097.75**	**$48,402.64**	**$50,822.77**	**$53,363.91**	**$56,032.10**	**Annual**
	$3,318.41	$3,484.33	$3,658.55	$3,841.48	$4,033.55	$4,235.23	$4,446.99	$4,669.34	Monthly
	$19.14470	$20.10193	$21.10703	$22.16238	$23.27050	$24.43402	$25.65573	$26.93851	Hourly
Public Works Operator III	**$38,389.69**	**$40,309.17**	**$42,324.63**	**$44,440.86**	**$46,662.91**	**$48,996.05**	**$51,445.86**	**$54,018.15**	**Annual**
	$3,199.14	$3,359.10	$3,527.05	$3,703.41	$3,888.58	$4,083.00	$4,287.15	$4,501.51	Monthly
	$18.45658	$19.37941	$20.34838	$21.36580	$22.43409	$23.55579	$24.73358	$25.97026	Hourly
Accountant	**$38,303.80**	**$40,218.99**	**$42,229.94**	**$44,341.44**	**$46,558.51**	**$48,886.43**	**$51,330.76**	**$53,897.29**	**Annual**
	$3,191.98	$3,351.58	$3,519.16	$3,695.12	$3,879.88	$4,073.87	$4,277.56	$4,491.44	Monthly
	$18.41529	$19.33605	$20.30286	$21.31800	$22.38390	$23.50309	$24.67825	$25.91216	Hourly
Administrative Assistant	**$37,686.61**	**$39,570.94**	**$41,549.49**	**$43,626.96**	**$45,808.31**	**$48,098.73**	**$50,503.66**	**$53,028.84**	**Annual**
Comm. Devel. Technician II	$3,140.55	$3,297.58	$3,462.46	$3,635.58	$3,817.36	$4,008.23	$4,208.64	$4,419.07	Monthly
	$18.11856	$19.02449	$19.97572	$20.97450	$22.02323	$23.12439	$24.28061	$25.49464	Hourly
Equipment Mechanic	**$37,486.37**	**$39,360.69**	**$41,328.72**	**$43,395.16**	**$45,564.92**	**$47,843.16**	**$50,235.32**	**$52,747.09**	**Annual**
	$3,123.86	$3,280.06	$3,444.06	$3,616.26	$3,797.08	$3,986.93	$4,186.28	$4,395.59	Monthly
	$18.02229	$18.92341	$19.86958	$20.86306	$21.90621	$23.00152	$24.15160	$25.35918	Hourly
Code Enforcement Technician	**$37,196.21**	**$39,056.02**	**$41,008.82**	**$43,059.26**	**$45,212.23**	**$47,472.84**	**$49,846.48**	**$52,338.80**	**Annual**
	$3,099.68	$3,254.67	$3,417.40	$3,588.27	$3,767.69	$3,956.07	$4,153.87	$4,361.57	Monthly
	$17.88279	$18.77693	$19.71578	$20.70157	$21.73665	$22.82348	$23.96465	$25.16289	Hourly
Public Works Operator II	**$36,581.51**	**$38,410.59**	**$40,331.11**	**$42,347.67**	**$44,465.05**	**$46,688.31**	**$49,022.72**	**$51,473.86**	**Annual**
Parks Maint. Technician II	$3,048.46	$3,200.88	$3,360.93	$3,528.97	$3,705.42	$3,890.69	$4,085.23	$4,289.49	Monthly
Building Maint. Tech II	$17.58726	$18.46663	$19.38996	$20.35946	$21.37743	$22.44630	$23.56862	$24.74705	Hourly
Collection System Operator II									
Accounting Technician	**$36,479.84**	**$38,303.83**	**$40,219.02**	**$42,229.97**	**$44,341.47**	**$46,558.55**	**$48,886.47**	**$51,330.80**	**Annual**
	$3,039.99	$3,191.99	$3,351.59	$3,519.16	$3,695.12	$3,879.88	$4,073.87	$4,277.57	Monthly
	$17.53838	$18.41530	$19.33607	$20.30287	$21.31802	$22.38392	$23.50311	$24.67827	Hourly
Public Works Operator I	**$34,032.52**	**$35,734.15**	**$37,520.85**	**$39,396.90**	**$41,366.74**	**$43,435.08**	**$45,606.83**	**$47,887.17**	**Annual**

Parks Maint. Technician I	$2,836.04	$2,977.85	$3,126.74	$3,283.07	$3,447.23	$3,619.59	$3,800.57	$3,990.60	Monthly
Collection System Operator I	$16.36179	$17.17988	$18.03887	$18.94082	$19.88786	$20.88225	$21.92636	$23.02268	Hourly
Custodian									
Staff Assistant	$31,200.00	$32,760.00	$34,398.00	$36,117.90	$37,923.80	$39,819.98	$41,810.98	$43,901.53	Annual
Comm. Devel. Technician I	$2,600.00	$2,730.00	$2,866.50	$3,009.83	$3,160.32	$3,318.33	$3,484.25	$3,658.46	Monthly
	$15.00000	$15.75000	$16.53750	$17.36438	$18.23259	$19.14422	$20.10143	$21.10651	Hourly

2ND TIER OROVILLE CITY EMPLOYEE'S ASSOCIATION SALARY SCHEDULE

CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M	STEP N	STEP O	
Associate Civil Engr.	$76,655.71	$78,572.10	$80,488.50	$82,500.71	$84,512.92	$86,625.74	$88,738.57	$90,957.03	$93,175.49	$95,504.88	$97,834.27	$100,280.13	$102,725.98	$105,294.13	$107,862.28	Annual
	$6,387.98	$6,547.68	$6,707.37	$6,875.06	$7,042.74	$7,218.81	$7,394.88	$7,579.75	$7,764.62	$7,958.74	$8,152.86	$8,356.68	$8,560.50	$8,774.51	$8,988.52	Monthly
	$36.85371	$37.77505	$38.69639	$39.66380	$40.63121	$41.64699	$42.66277	$43.72934	$44.79591	$45.91581	$47.03571	$48.21160	$49.38749	$50.62218	$51.85687	Hourly
Associate Planner	$59,259.02	$60,740.50	$62,221.97	$63,777.52	$65,333.07	$66,966.40	$68,599.72	$70,314.72	$72,029.71	$73,830.45	$75,631.19	$77,521.97	$79,412.75	$81,398.07	$83,383.39	Annual
Recycling Coordinator	$4,938.25	$5,061.71	$5,185.16	$5,314.79	$5,444.42	$5,580.53	$5,716.64	$5,859.56	$6,002.48	$6,152.54	$6,302.60	$6,460.16	$6,617.73	$6,783.17	$6,948.62	Monthly
	$28.48991	$29.20216	$29.91441	$30.66227	$31.41013	$32.19538	$32.98064	$33.80515	$34.62967	$35.49541	$36.36115	$37.27018	$38.17921	$39.13369	$40.08817	Hourly
Sr. Code Compliance Specialist	$58,889.00	$60,361.23	$61,833.45	$63,379.29	$64,925.12	$66,548.25	$68,171.38	$69,875.66	$71,579.95	$73,369.45	$75,158.94	$77,037.92	$78,916.89	$80,889.81	$82,862.74	Annual
	$4,907.42	$5,030.10	$5,152.79	$5,281.61	$5,410.43	$5,545.69	$5,680.95	$5,822.97	$5,965.00	$6,114.12	$6,263.25	$6,419.83	$6,576.41	$6,740.82	$6,905.23	Monthly
	$28.31202	$29.01982	$29.72762	$30.47081	$31.21400	$31.99435	$32.77470	$33.59407	$34.41344	$35.27377	$36.13411	$37.03746	$37.94081	$38.88933	$39.83785	Hourly
GIS Specialist	$58,599.54	$60,064.53	$61,529.52	$63,067.75	$64,605.99	$66,221.14	$67,836.29	$69,532.20	$71,228.11	$73,008.81	$74,789.51	$76,659.25	$78,528.99	$80,492.21	$82,455.44	Annual
	$4,883.30	$5,005.38	$5,127.46	$5,255.65	$5,383.83	$5,518.43	$5,653.02	$5,794.35	$5,935.68	$6,084.07	$6,232.46	$6,388.27	$6,544.08	$6,707.68	$6,871.29	Monthly
	$28.17286	$28.87718	$29.58150	$30.32104	$31.06057	$31.83709	$32.61360	$33.42894	$34.24428	$35.10039	$35.95650	$36.85541	$37.75432	$38.69818	$39.64204	Hourly
Sr. Admin Assist/SBF/PIO	$57,608.58	$59,048.79	$60,489.01	$62,001.23	$63,513.46	$65,101.30	$66,689.13	$68,356.36	$70,023.59	$71,774.18	$73,524.77	$75,362.89	$77,201.01	$79,131.03	$81,061.06	Annual
	$4,800.72	$4,920.73	$5,040.75	$5,166.77	$5,292.79	$5,425.11	$5,557.43	$5,696.36	$5,835.30	$5,981.18	$6,127.06	$6,280.24	$6,433.42	$6,594.25	$6,755.09	Monthly
	$27.69643	$28.39	$29.08	$29.81	$30.54	$31.30	$32.06	$32.86	$33.67	$34.51	$35.35	$36.23	$37.12	$38.04	$38.97	Hourly
Assistant Planner	$54,560.25	$55,924.26	$57,288.26	$58,720.47	$60,152.68	$61,656.49	$63,160.31	$64,739.32	$66,318.32	$67,976.28	$69,634.24	$71,375.10	$73,115.95	$74,943.85	$76,771.75	Annual
	$4,546.69	$4,660.35	$4,774.02	$4,893.37	$5,012.72	$5,138.04	$5,263.36	$5,394.94	$5,526.53	$5,664.69	$5,802.85	$5,947.92	$6,093.00	$6,245.32	$6,397.65	Monthly
	$26.23089	$26.88666	$27.54243	$28.23099	$28.91956	$29.64254	$30.36553	$31.12467	$31.88381	$32.68091	$33.47800	$34.31495	$35.15190	$36.03070	$36.90950	Hourly
Signal Tech/Electrician	$52,828.27	$54,148.98	$55,469.68	$56,856.43	$58,243.17	$59,699.25	$61,155.33	$62,684.21	$64,213.09	$65,818.42	$67,423.75	$69,109.34	$70,794.93	$72,564.81	$74,334.68	Annual
	$4,402.36	$4,512.41	$4,622.47	$4,738.04	$4,853.60	$4,974.94	$5,096.28	$5,223.68	$5,351.09	$5,484.87	$5,618.65	$5,759.11	$5,899.58	$6,047.07	$6,194.56	Monthly
	$25.39821	$26.03316	$26.66812	$27.33482	$28.00152	$28.70156	$29.40160	$30.13664	$30.87168	$31.64347	$32.41526	$33.22564	$34.03603	$34.88693	$35.73783	Hourly
Accounting Analyst	$51,289.58	$52,571.82	$53,854.06	$55,200.41	$56,546.76	$57,960.43	$59,374.10	$60,858.45	$62,342.81	$63,901.38	$65,459.95	$67,096.44	$68,732.94	$70,451.27	$72,169.59	Annual
IT Analyst	$4,274.13	$4,380.98	$4,487.84	$4,600.03	$4,712.23	$4,830.04	$4,947.84	$5,071.54	$5,195.23	$5,325.11	$5,455.00	$5,591.37	$5,727.75	$5,870.94	$6,014.13	Monthly
	$24.65845	$25.27491	$25.89137	$26.53866	$27.18594	$27.86559	$28.54524	$29.25887	$29.97250	$30.72181	$31.47113	$32.25791	$33.04468	$33.87080	$34.69692	Hourly
Code Enforcement Specialist	$48,448.14	$49,659.34	$50,870.55	$52,142.31	$53,414.07	$54,749.43	$56,084.78	$57,486.90	$58,889.02	$60,361.24	$61,833.47	$63,379.30	$64,925.14	$66,548.27	$68,171.40	Annual
	$4,037.35	$4,138.28	$4,239.21	$4,345.19	$4,451.17	$4,562.45	$4,673.73	$4,790.57	$4,907.42	$5,030.10	$5,152.79	$5,281.61	$5,410.43	$5,545.69	$5,680.95	Monthly
	$23.29238	$23.87468	$24.45699	$25.06842	$25.67984	$26.32184	$26.96384	$27.63793	$28.31203	$29.01983	$29.72763	$30.47082	$31.21401	$31.99436	$32.77471	Hourly
Admin/Program Analyst II	$47,820.59	$49,016.10	$50,211.62	$51,466.91	$52,722.20	$54,040.26	$55,358.31	$56,742.27	$58,126.23	$59,579.38	$61,032.54	$62,558.35	$64,084.16	$65,686.27	$67,288.37	Annual
	$3,985.05	$4,084.68	$4,184.30	$4,288.91	$4,393.52	$4,503.35	$4,613.19	$4,728.52	$4,843.85	$4,964.95	$5,086.04	$5,213.20	$5,340.35	$5,473.86	$5,607.36	Monthly
	$22.99067	$23.56543	$24.14020	$24.74371	$25.34721	$25.98089	$26.61457	$27.27994	$27.94530	$28.64393	$29.34257	$30.07613	$30.80969	$31.57994	$32.35018	Hourly
Building/Fire Inspector	$46,872.53	$48,044.34	$49,216.16	$50,446.56	$51,676.96	$52,968.89	$54,260.81	$55,617.33	$56,973.85	$58,398.20	$59,822.55	$61,318.11	$62,813.67	$64,384.01	$65,954.36	Annual
Code & Cons Compl Spec.	$3,906.04	$4,003.70	$4,101.35	$4,203.88	$4,306.41	$4,414.07	$4,521.73	$4,634.78	$4,747.82	$4,866.52	$4,985.21	$5,109.84	$5,234.47	$5,365.33	$5,496.20	Monthly
Construction Inspector	$22.53487	$23.09824	$23.66161	$24.25315	$24.84469	$25.46581	$26.08693	$26.73910	$27.39128	$28.07606	$28.76084	$29.47986	$30.19888	$30.95385	$31.70883	Hourly
Sr. Accountant Technician	$44,341.51	$45,450.05	$46,558.59	$47,722.55	$48,886.51	$50,108.68	$51,330.84	$52,614.11	$53,897.38	$55,244.82	$56,592.25	$58,007.06	$59,421.86	$60,907.41	$62,392.96	Annual
	$3,695.13	$3,787.50	$3,879.88	$3,976.88	$4,073.88	$4,175.72	$4,277.57	$4,384.51	$4,491.45	$4,603.73	$4,716.02	$4,833.92	$4,951.82	$5,075.62	$5,199.41	Monthly
	$21.31803	$21.85098	$22.38394	$22.94353	$23.50313	$24.09071	$24.67829	$25.29525	$25.91220	$26.56001	$27.20781	$27.88801	$28.56820	$29.28241	$29.99661	Hourly
Accounting Technician III	$44,140.60	$45,244.12	$46,347.63	$47,506.32	$48,665.01	$49,881.64	$51,098.26	$52,375.72	$53,653.18	$54,994.50	$56,335.83	$57,744.23	$59,152.63	$60,631.44	$62,110.26	Annual
	$3,678.38	$3,770.34	$3,862.30	$3,958.86	$4,055.42	$4,156.80	$4,258.19	$4,364.64	$4,471.10	$4,582.88	$4,694.65	$4,812.02	$4,929.39	$5,052.62	$5,175.85	Monthly
	$21.22144	$21.75198	$22.28251	$22.83958	$23.39664	$23.98156	$24.56647	$25.18063	$25.79480	$26.43967	$27.08454	$27.76165	$28.43876	$29.14973	$29.86070	Hourly
Program Analyst I	$42,609.89	$43,675.14	$44,740.38	$45,858.89	$46,977.40	$48,151.84	$49,326.27	$50,559.43	$51,792.59	$53,087.40	$54,382.22	$55,741.77	$57,101.33	$58,528.86	$59,956.39	Annual
	$3,550.82	$3,639.59	$3,728.37	$3,821.57	$3,914.78	$4,012.65	$4,110.52	$4,213.29	$4,316.05	$4,423.95	$4,531.85	$4,645.15	$4,758.44	$4,877.41	$4,996.37	Monthly
	$20.48552	$20.99766	$21.50980	$22.04755	$22.58529	$23.14992	$23.71455	$24.30742	$24.90028	$25.52279	$26.14530	$26.79893	$27.45256	$28.13888	$28.82519	Hourly
Lead Equipment Mechanic	$42,335.88	$43,394.28	$44,452.67	$45,563.99	$46,675.31	$47,842.19	$49,009.07	$50,234.30	$51,459.53	$52,746.01	$54,032.50	$55,383.32	$56,734.13	$58,152.48	$59,570.83	Annual
Lead Public Works Operator	$3,527.99	$3,616.19	$3,704.39	$3,797.00	$3,889.61	$3,986.85	$4,084.09	$4,186.19	$4,288.29	$4,395.50	$4,502.71	$4,615.28	$4,727.84	$4,846.04	$4,964.24	Monthly
Lead Tree Worker	$20.35379	$20.86263	$21.37148	$21.90576	$22.44005	$23.00105	$23.56205	$24.15111	$24.74016	$25.35866	$25.97716	$26.62659	$27.27602	$27.95792	$28.63982	Hourly
Lead Collection System Operator																
Sr. Administrative Assistant	$42,036.56	$43,087.47	$44,138.39	$45,241.85	$46,345.31	$47,503.94	$48,662.57	$49,879.14	$51,095.70	$52,373.09	$53,650.49	$54,991.75	$56,333.01	$57,741.34	$59,149.66	Annual
	$3,503.05	$3,590.62	$3,678.20	$3,770.15	$3,862.11	$3,958.66	$4,055.21	$4,156.59	$4,257.98	$4,364.42	$4,470.87	$4,582.65	$4,694.42	$4,811.78	$4,929.14	
	$20.20988	$20.71513	$21.22038	$21.75089	$22.28140	$22.83843	$23.39547	$23.98035	$24.56524	$25.17937	$25.79350	$26.43834	$27.08318	$27.76026	$28.43734	

Assistant City Clerk	**$41,455.25**	**$42,491.63**	**$43,528.01**	**$44,616.21**	**$45,704.41**	**$46,847.02**	**$47,989.63**	**$49,189.37**	**$50,389.12**	**$51,648.84**	**$52,908.57**	**$54,231.29**	**$55,554.00**	**$56,942.85**	**$58,331.7**	
	$3,454.60	$3,540.97	$3,627.33	$3,718.02	$3,808.70	$3,903.92	$3,999.14	$4,099.11	$4,199.09	$4,304.07	$4,409.05	$4,519.27	$4,629.50	$4,745.24	$4,860.9	
	$19.93041	$20.42867	$20.92693	$21.45010	$21.97328	$22.52261	$23.07194	$23.64874	$24.22554	$24.83117	$25.43681	$26.07273	$26.70865	$27.37637	$28.0440	
Accounting Technician II	**$40,127.82**	**$41,131.02**	**$42,134.21**	**$43,187.57**	**$44,240.92**	**$45,346.94**	**$46,452.97**	**$47,614.29**	**$48,775.62**	**$49,995.01**	**$51,214.40**	**$52,494.76**	**$53,775.12**	**$55,119.49**	**$56,463.87**	**Annual**
	$3,343.99	$3,427.58	$3,511.18	$3,598.96	$3,686.74	$3,778.91	$3,871.08	$3,967.86	$4,064.63	$4,166.25	$4,267.87	$4,374.56	$4,481.26	$4,593.29	$4,705.32	Monthly
	$19.29222	$19.77453	$20.25683	$20.76325	$21.26967	$21.80142	$22.33316	$22.89149	$23.44982	$24.03606	$24.62231	$25.23786	$25.85342	$26.49976	$27.14609	Hourly
Comm. Devel. Tech III	**$39,820.97**	**$40,816.49**	**$41,812.02**	**$42,857.32**	**$43,902.62**	**$45,000.18**	**$46,097.75**	**$47,250.19**	**$48,402.64**	**$49,612.70**	**$50,822.77**	**$52,093.34**	**$53,363.91**	**$54,698.01**	**$56,032.10**	**Annual**
	$3,318.41	$3,401.37	$3,484.33	$3,571.44	$3,658.55	$3,750.02	$3,841.48	$3,937.52	$4,033.55	$4,134.39	$4,235.23	$4,341.11	$4,446.99	$4,558.17	$4,669.34	Monthly
	$19.14470	$19.62331	$20.10193	$20.60448	$21.10703	$21.63470	$22.16238	$22.71644	$23.27050	$23.85226	$24.43402	$25.04487	$25.65573	$26.29712	$26.93851	Hourly
Public Works Operator III	**$38,389.69**	**$39,349.43**	**$40,309.17**	**$41,316.90**	**$42,324.63**	**$43,382.75**	**$44,440.86**	**$45,551.89**	**$46,662.91**	**$47,829.48**	**$48,996.05**	**$50,220.95**	**$51,445.86**	**$52,732.00**	**$54,018.15**	**Annual**
	$3,199.14	$3,279.12	$3,359.10	$3,443.08	$3,527.05	$3,615.23	$3,703.41	$3,795.99	$3,888.58	$3,985.79	$4,083.00	$4,185.08	$4,287.15	$4,394.33	$4,501.51	Monthly
	$18.45658	$18.91800	$19.37941	$19.86390	$20.34838	$20.85709	$21.36580	$21.89995	$22.43409	$22.99494	$23.55579	$24.14469	$24.73358	$25.35192	$25.97026	Hourly
Accountant	**$38,303.80**	**$39,261.40**	**$40,218.99**	**$41,224.46**	**$42,229.94**	**$43,285.69**	**$44,341.44**	**$45,449.97**	**$46,558.51**	**$47,722.47**	**$48,886.43**	**$50,108.59**	**$51,330.76**	**$52,614.02**	**$53,897.29**	**Annual**
	$3,191.98	$3,271.78	$3,351.58	$3,435.37	$3,519.16	$3,607.14	$3,695.12	$3,787.50	$3,879.88	$3,976.87	$4,073.87	$4,175.72	$4,277.56	$4,384.50	$4,491.44	Monthly
	$18.41529	$18.87567	$19.33605	$19.81945	$20.30286	$20.81043	$21.31800	$21.85095	$22.38390	$22.94350	$23.50309	$24.09067	$24.67825	$25.29520	$25.91216	Hourly
Administrative Assistant	**$37,686.61**	**$38,628.78**	**$39,570.94**	**$40,560.21**	**$41,549.49**	**$42,588.22**	**$43,626.96**	**$44,717.64**	**$45,808.31**	**$46,953.52**	**$48,098.73**	**$49,301.19**	**$50,503.66**	**$51,766.25**	**$53,028.84**	**Annual**
Comm. Devel. Tech II	$3,140.55	$3,219.06	$3,297.58	$3,380.02	$3,462.46	$3,549.02	$3,635.58	$3,726.47	$3,817.36	$3,912.79	$4,008.23	$4,108.43	$4,208.64	$4,313.85	$4,419.07	Monthly
	$18.11856	$18.57153	$19.02449	$19.50010	$19.97572	$20.47511	$20.97450	$21.49886	$22.02323	$22.57381	$23.12439	$23.70250	$24.28061	$24.88762	$25.49464	Hourly
Equipment Mechanic	**$37,486.37**	**$38,423.53**	**$39,360.69**	**$40,344.71**	**$41,328.72**	**$42,361.94**	**$43,395.16**	**$44,480.04**	**$45,564.92**	**$46,704.04**	**$47,843.16**	**$49,039.24**	**$50,235.32**	**$51,491.20**	**$52,747.09**	**Annual**
	$3,123.86	$3,201.96	$3,280.06	$3,362.06	$3,444.06	$3,530.16	$3,616.26	$3,706.67	$3,797.08	$3,892.00	$3,986.93	$4,086.60	$4,186.28	$4,290.93	$4,395.59	Monthly
	$18.02229	$18.47285	$18.92341	$19.39649	$19.86958	$20.36632	$20.86306	$21.38463	$21.90621	$22.45387	$23.00152	$23.57656	$24.15160	$24.75539	$25.35918	Hourly
Code Enforcement Technician	**$37,196.21**	**$38,126.12**	**$39,056.02**	**$40,032.42**	**$41,008.82**	**$42,034.04**	**$43,059.26**	**$44,135.74**	**$45,212.23**	**$46,342.53**	**$47,472.84**	**$48,659.66**	**$49,846.48**	**$51,092.64**	**$52,338.80**	**Annual**
	$3,099.68	$3,177.18	$3,254.67	$3,336.04	$3,417.40	$3,502.84	$3,588.27	$3,677.98	$3,767.69	$3,861.88	$3,956.07	$4,054.97	$4,153.87	$4,257.72	$4,361.57	Monthly
	$17.88279	$18.32986	$18.77693	$19.24636	$19.71578	$20.20867	$20.70157	$21.21911	$21.73665	$22.28006	$22.82348	$23.39407	$23.96465	$24.56377	$25.16289	Hourly
Public Works Operator II	**$36,581.51**	**$37,496.05**	**$38,410.59**	**$39,370.85**	**$40,331.11**	**$41,339.39**	**$42,347.67**	**$43,406.36**	**$44,465.05**	**$45,576.68**	**$46,688.31**	**$47,855.51**	**$49,022.72**	**$50,248.29**	**$51,473.86**	**Annual**
Parks Maint. Technician II	$3,048.46	$3,124.67	$3,200.88	$3,280.90	$3,360.93	$3,444.95	$3,528.97	$3,617.20	$3,705.42	$3,798.06	$3,890.69	$3,987.96	$4,085.23	$4,187.36	$4,289.49	Monthly
Building Maint. Tech II	$17.58726	$18.02695	$18.46663	$18.92829	$19.38996	$19.87471	$20.35946	$20.86844	$21.37743	$21.91187	$22.44630	$23.00746	$23.56862	$24.15783	$24.74705	Hourly
Collection System Operator II																
Accounting Technician	**$36,479.84**	**$37,391.84**	**$38,303.83**	**$39,261.43**	**$40,219.02**	**$41,224.50**	**$42,229.97**	**$43,285.72**	**$44,341.47**	**$45,450.01**	**$46,558.55**	**$47,722.51**	**$48,886.47**	**$50,108.64**	**$51,330.80**	**Annual**
	$3,039.99	$3,115.99	$3,191.99	$3,271.79	$3,351.59	$3,435.37	$3,519.16	$3,607.14	$3,695.12	$3,787.50	$3,879.88	$3,976.88	$4,073.87	$4,175.72	$4,277.57	Monthly
	$17.53838	$17.97684	$18.41530	$18.87569	$19.33607	$19.81947	$20.30287	$20.81044	$21.31802	$21.85097	$22.38392	$22.94351	$23.50311	$24.09069	$24.67827	Hourly
Public Works Operator I	**$34,032.52**	**$34,883.33**	**$35,734.15**	**$36,627.50**	**$37,520.85**	**$38,458.87**	**$39,396.90**	**$40,381.82**	**$41,366.74**	**$42,400.91**	**$43,435.08**	**$44,520.95**	**$45,606.83**	**$46,747.00**	**$47,887.17**	**Annual**
Parks Maint. Technician I	$2,836.04	$2,906.94	$2,977.85	$3,052.29	$3,126.74	$3,204.91	$3,283.07	$3,365.15	$3,447.23	$3,533.41	$3,619.59	$3,710.08	$3,800.57	$3,895.58	$3,990.60	Monthly
Collection System Operator I	$16.36179	$16.77083	$17.17988	$17.60937	$18.03887	$18.48984	$18.94082	$19.41434	$19.88786	$20.38505	$20.88225	$21.40431	$21.92636	$22.47452	$23.02268	Hourly
Custodian																
Staff Assistant	**$31,200.00**	**$31,980.00**	**$32,760.00**	**$33,579.00**	**$34,398.00**	**$35,257.95**	**$36,117.90**	**$37,020.85**	**$37,923.80**	**$38,871.89**	**$39,819.98**	**$40,815.48**	**$41,810.98**	**$42,856.26**	**$43,901.53**	**Annual**
Comm. Devel. Tech I	$2,600.00	$2,665.00	$2,730.00	$2,798.25	$2,866.50	$2,938.16	$3,009.83	$3,085.07	$3,160.32	$3,239.32	$3,318.33	$3,401.29	$3,484.25	$3,571.35	$3,658.46	Monthly
	$15.00000	$15.37500	$15.75000	$16.14375	$16.53750	$16.95094	$17.36438	$17.79848	$18.23259	$18.68841	$19.14422	$19.62283	$20.10143	$20.60397	$21.10651	Hourly
	FROZEN POSITIONS															

Revisions:

01/01/2019 Increase in Minimum Wage for Park Tech I
07/01/18 2% COLA OFFA Based on Section 6.3 of MOU
07/01/19 4% COLA OPOA Sworn & Non-Sworn per Res. No. 8778 & 8779
07/01/19 Budget changes for classification of Park Tech I moves to PW Ops I range; Park Tech III - Tree Lead Worker at Lead Eqiup Mechanic range; PW Ops III - PW Ops Lead at Lead Equip Mechanic range
07/01/19 Add Code Enforcement Technician per budget
07/01/19 Add Project Manager/Sr. Civil Engineer per budget
07/01/19 Unfroze Admin/Program Analyst II per budget
07/01/19 Unfroze Program Analyst I per budget
07/01/19 Mayor, City Council & Treasurer received 10% cutback returned per budget
07/16/19 Side Letter Agreement to Add Police Lt. to OMCA
07/16/19 Established new salary range for City Administrator per Mayor Appt. on 07/16/19
08/06/19 Establish new salary range for Accounting Technician II and III
09/17/19 Change in job Title and salary range for dept heads per Resolution #8815
12/17/19 Added Assistant Community Development Services Director
1/7/2020 OCEA 3% Increase Per Resolution No. 8829
04/07/20 Added 2 new positions; IT Analyst and Accounting Analyst
07/01/20 OCEA 3% Increase Per Resolution No. 8829 and update sewer position classification titles to Collection System Operators; Updated Comm. Devel. Tech I, II and III; OPOA Sworn and Non-Sworn 4% increase Per Resolution No. 8778
04/20/21 Added new Custodian position

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR REYNOLDS AND COUNCIL MEMBERS**

FROM: **AMY BERGSTRAND, MANAGEMENT ANALYST III**
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT

RE: **HOUSING PROGRAM FUND LOAN FOR PROSPECT VIEW APARTMENTS**

DATE: **JANUARY 4, 2022**

SUMMARY

Council will consider approving a Housing Program Fund loan to AMG & Associates for the development of Prospect View Apartments located at 135 Nelson Ave., Oroville CA.

DISCUSSION

City staff received a request dated November 15, 2021, from affordable housing developers, AMG, & Associates, for a loan of $1,000,000 to help facilitate the financing, development, and construction of a 39-unit income-restricted permanent supportive housing project targeted to homeless and mentally disabled individuals. An additional unit will be reserved for an on-site resident manager. The project will include on-site case management offices in which individualized supportive services will be provided to the residents with the intent of helping them restore their lives. There will be a mix of 36 one-bedroom units (647 gross sq. ft.) and 4 two-bedroom units (838 gross sq. ft),

The units will be newly constructed apartments in one, two-story residential building with an elevator and a community building. The building will be oriented appropriately on the site with the intent to create a community concept for residents to enjoy while remaining social and active. Outdoor amenities include a community courtyard with pergolas, an enclosed dog park, and a garden with raised planter beds, and a fire pit. The development will include a large community building of 3,103 sq. ft.) with accessible common spaces including office space, a business center, exercise room, case management offices, a meeting room and two laundry rooms. The on-site resident manager will provide assistance and management while residing in a two-bedroom manager's unit.

The project will be financed utilizing a combination of No Place Like Home (NPLH) grant funds, 9% tax credits, project based rental assistance from the Housing Authority of the County of Butte and the Housing Program funds (former RDA Housing Set-Aside). The project has already received financing commitments for NPLH funds, 9% tax credits and the project rental assistance.

Loan terms are described below:

Loan Amount: $1,000,000

Interest Rate: The proposed loan will bear no interest from disbursement through and including the construction loan closing until the earlier of (i) the permanent loan conversion or (ii) the third (3rd) anniversary of the Projects construction loan closing, after which the outstanding principal balance of the loan will bear interest at a simple rate not to exceed three percent (3%) per year.

Maturity Date: The loan will mature in fifty-five years from the date of Certificate of Occupancy or equivalent issued by the City of Oroville.

Uses of the Loan Proceeds: The loan proceeds will be used to finance a portion of predevelopment, development, and construction costs of the Project.

Repayment Limited to Residual Receipts: Annual installments to repay the loan are limited to 20% of Residual Receipts generated by the project.

FISCAL IMPACT

There is no General Fund Impact

A loan in the amount of $1,000,000 will be funded by Housing Program Funds, Fund 221. The balance of this fund as of November 30, 2021, is $3,256,260.52

RECOMMENDATION

Adopt Resolution No. 9012 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SECURITY DOCUMENTS ASSOCIATED WITH THE HOUSING PROGRAM FUND LOAN IN THE AMOUNT OF $1,000,000 WITH AMG & ASSOCIATES FOR PROSPECT VIEW APARTMENTS.

ATTACHMENTS

1- Resolution No. 9012
2- Letter from AMG & Associates

CITY OF OROVILLE
RESOLUTION NO. 9012

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SECURITY DOCUMENTS ASSOCIATED WITH THE HOUSING PROGRAM FUND LOAN IN THE AMOUNT OF $1,000,000 WITH AMG & ASSOCIATES FOR PROSPECT VIEW APARTMENTS.

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

1. The Mayor is authorized and directed to execute the security documents associated with the Housing Program Fund loan in the amount of $1,000,000 with AMG & Associates for Prospect View Apartments.

2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on January 4, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Chuck Reynolds, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Jackie Glover, Assistant City Clerk

AMG & ASSOCIATES

16633 Ventura Blvd. Suite 1014
Encino, CA 91436

PACIFIC WEST COMMUNITIES

November 15, 2021

Amy Bergstrand
Business Assistance/Housing Development
1735 Montgomery Street
Oroville, CA 95965

Re: Prospect View Apartments
Request for RDA Set-Aside Funds

Dear Ms. Bergstrand,

AMG & Associate's respectfully requests a contribution of $1,00,000 in RDA Set-Aside Funds from the City of Oroville ("RDA Set-Aside Loan") to help facilitate the financing, development and construction of a 40 unit income-restricted permanent supportive housing project located at 135 Nelson Avenue in the City of Oroville ("Project"). The Project will be financed utilizing a combination of No Place Like Home funds, 9% tax credits, project based rental assistance from the Housing Authority of the County of Butte, and the RDA Set-Aside Loan. The Project has already received financing commitments for the NPLH funds, 9% tax credits and project based rental assistance.

The construction industry is currently facing a multitude of issues and constraints that are causing projects to become financially infeasible. These include lack of skilled labor and a limited sub-contractor base, supply chain issues causing projects to be delayed months in some instances, and inflation driving costs to an all-time high are just a few of the challenges we face. This Project is also required to pay federal davis bacon wages due to the project based rental assistance that's been committed to the Project. This alone can cause drive costs 20-40% higher on a Project such as this.

Thank you for your consideration of this request. This RDA Set-Aside Loan is an extremely important part of the overall financing strategy for the project and will ensure the project has adequate funding to be developed and built as proposed. Attached please find a project description, Loan Term Sheet and drawings for the project.

Should you have any questions, please do not hesitate to call.

Best regards,

Cameron Johnson,
AMG & Associates, LLC

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR REYNOLDS AND COUNCIL MEMBERS**

FROM: **AMY BERGSTRAND, MANAGEMENT ANALYST III**
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT

RE: **EXTENSION AND ADDITION TO THE EXCLUSIVE NEGOTIATING AGREEMENT (ENA) WITH VETERANS HOUSING DEVELOPMENT CORPORATION (VHDC)**

DATE: **JANUARY 4, 2022**

SUMMARY

Council may consider extending the ENA with VHDC until January 31, 2023 to develop affordable housing for veterans and their families.

Additionally, Council may consider the transfer a newly developed 3.91-acre parcel located behind the City's corporation yard to develop affordable, multi-family, permanent supportive housing for veterans and their families.

DISCUSSION

On November 19, 2019, Council approved an ENA with VHDC to transfer eight (8) Successor Agency Housing properties to rehabilitate and/or newly construct units for affordable housing to income qualified veterans.

The ENA consisted of multiple projects that would encompass three (3) phases. The first phase would transfer five (5) single-family homes, to VHDC, who would in turn, rehabilitate the home and sell to an income-qualified veteran. To date, one home has been sold, an additional home is in escrow and a 3rd is currently being rehabilitated.

The second phase involved transferring two vacant residential lots and one vacant commercial lot that would become single-family veteran residents. The commercial lot has been rezoned to allow for duplex/condos type homes that would be sold to income eligible veterans. The city is expecting plans within the coming months.

Lastly, city staff would like to transfer the new Mitchell Ave parcel to VHDC in order to develop two, 30-unit, multi-family, permanent supportive housing units for homeless and at-risk veterans and their families. The property is in the process of being divided and a new parcel created.

FISCAL IMPACT

There is no General Fund Impact

Housing Program Fund assets equaling the approximate amount of $400,000 to be transferred from 7011-1418910 to the VHDC.

RECOMMENDATION

1. Adopt Resolution No. 9013 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING AND DIRECTING THE MAYOR TO EXTEND THE EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN THE CITY OF OROVILLE AND VETERANS HOUSING DEVELOPMENT CORPORATION UNTIL JANUARY 31, 2023.

2. Adopt Resolution No. 9014 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING AND DIRECTING THE MAYOR TO TRANSFER THE NEWLY CREATED PARCEL LOCATED ON MITCHELL AVE. TO THE VETERANS HOUSING DEVELOPMENT CORPORATION FOR THE PURPOSE OF AFFORDABLE HOUSING TO EXTREMELY-LOW AND VERY-LOW INCOME VETERANS AND THEIR FAMILIES.

ATTACHMENTS

1- Resolution No. 9013
2- Resolution No. 9014
3- ENA with New parcel legal description (A-3319-1)

CITY OF OROVILLE
RESOLUTION NO. 9013

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SECURITY DOCUMENTS ASSOCIATED WITH THE HOUSING PROGRAM FUND LOAN IN THE AMOUNT OF $1,750,000 WITH VHDC FOR VETERAN VILLAGE APARTMENTS.

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

1. The Mayor is authorized and directed to execute the security documents associated with the Housing Program Fund loan in the amount of $1,750,000 with VHDC for Veteran Village Apartments.

2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on January 4, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Chuck Reynolds, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Jackie Glover, Assistant City Clerk

ADDENDUM TO EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
Extension and Property Addition.
(APN Nos. SEE ATTACHED EXHIBIT I)

This Addendum ("Addendum") dated January 4, 2021, 2022, is to the Exclusive Negotiating Rights Agreement ("ENA") between the City of Oroville ("City") and Veterans Housing Development Corporation ("Developer") . The purpose of this addendum is to extend the original ENA executed November 19, 2019, as well as to add the Oroville City Corporate Yard, commonly known as 1275 Mitchell St. Oroville, CA 95965 ("Corporate Yard"), to the list of properties subject to the ENA. In consideration of the terms and conditions herein, the City and the Developer agree that the ENA shall be amended as follows:

1. This addendum will extend the original ENA negotiation period as stated in Article 1 section 1.2 through January 31, 2023.

2. In addition, this addendum will add to the list of properties already under the original ENA to include the Corporate Yard site for the proposed permanent supportive housing project. See Exhibit I - Site Legal Description, attached to this Addendum.

3. Conflicts between the ENA and this Addendum shall be controlled by this Addendum. All other provisions within the ENA shall remain in full force and effect.

CITY:

CITY OF OROVILLE, CALIFORNIA, a municipal corporation

By: _____
Bill LaGrone City Administrator.

APPROVED AS TO FORM:

By: _____
Scott E Huber City Attorney

DEVELOPER:

VETERANS HOUSING DEVELOPMENT CORPORATION, a California nonprofit public benefit corporation

By: _____
Brad Long, Executive Director and Authorized Signatory

EXHIBIT I

SITE LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Butte, City of Oroville, and is described as follows:

A portion of that parcel as described in that deed to the City of Oroville recorded on October 27, 1947 in Book 447, at Page 36, Butte County Official Records being more particularly described as follows:

COMMENCING at the northeast corner of Parcel "A" as shown on that Parcel Map filed for record in the office of the Butte County Recorder on March 14, 1968, in Book 36 of Maps, at Page 31, said corner being the northwest corner of said City of Oroville parcel, and located on the southerly right-of-way line of Mitchell Avenue as shown on said Parcel Map;

Thence, along the east line of said Parcel "A", South 00°15'14" West, 338.92 feet to the **POINT OF BEGINNING**;
Thence, leaving said east line, North 74°32'44" East, 26.90 feet;
Thence North 71°37'26" East, 78.60 feet;
Thence North 72°29'07" East, 194.78 feet;
Thence North 89°58'39" East, 120.04 feet;
Thence North 85°37'34" East, 19.32 feet;
Thence North 88°54'20" East, 81.63 feet to the east boundary of said City of Oroville parcel, said boundary being the west boundary of Exception Number 5 as described in said Book 447, at Page 36 and is shown on that Record of Survey filed for record in the office of the Butte County Recorder under Book 84 of Maps, at Page 23;

Thence, along said east boundary, South 00°51'19" West, 336.67 feet to an angle point therein;
Thence, continuing along said east boundary, South 09°51'31" West, 152.12 feet to the southeast corner of said City of Oroville parcel, and the north boundary of Parcel 2 as shown on that Parcel Map filed for record in the office of the Butte County Recorder in Book 67 of Maps, at Pages 53-54;

Thence, along the southerly and southwesterly boundary of said City of Oroville parcel and the northerly and northeasterly boundary of said Parcel 2, the following three courses:
1. North 81°59'58" West, 197.30 feet;
2. Thence North 41°16'58" West, 158.67 feet;
3. Thence North 36°12'54" West, 108.12 feet to the northeasterly corner of said Parcel 2, also being the most easterly corner of said Parcel "A" as shown on that Parcel Map filed for record in the office of the Butte County Recorder in Book 36 of Maps, at Page 31 Exhibit "B"
Thence, continuing along said southwesterly and westerly boundary of said City of Oroville parcel and the northeasterly and easterly boundary of said Parcel "A the following three(3) courses:
1. North 36°12'54" West, 171.42 feet;
2. Thence South 65°53'11" West, 12.05 feet;

3. Thence North 00°15’14” East, 25.55 feet to the **POINT OF BEGINNING**.
Containing 3.91 acres more or less.

TOGETHER WITH an easement for ingress, egress, roadway and utilities over a portion of that parcel as described in that deed to the City of Oroville recorded on October 27, 1947 in Book 447, at Page 36, Butte County Official Records, more particularly described as follows:
BEGINNING at the northeast corner of Parcel “A” as shown on that Parcel Map filed for record in the office of the Butte County Recorder on March 14, 1968, in Book 36 of Maps, at Page 31, said corner being the northwest corner of said City of Oroville parcel, and located on the southerly right-of-way line of Mitchell Avenue as shown on said Parcel Map;
Thence, along the east line of said Parcel “A”, South 00°15’14” West, 338.92 feet;
Thence, leaving said east line, North 74°32’44” East, 26.90 feet;
Thence North 71°37’26” East, 18.05 feet to a point located 43.00 feet easterly of, measured at right angles to, the east line of said Parcel “A”;
Thence, parallel to said east line, North 00°15’14” East, 215.80 feet to the beginning of a 79.00 foot radius curve, concave easterly;
Thence Northerly, 32.99 feet along said curve, through a central angle of 23°55’26” to the beginning of a 130.00 foot radius reverse curve, concave westerly;
Thence Northerly, 103.67 feet along said curve, through a central angle of 45°41’30” to the southerly right-of-way line of Mitchell Avenue;
Thence, along said southerly line, South 66°22’00” West, 56.53 feet to the point of beginning.
The basis of bearings for this description is the south line of Mitchell Avenue as shown on that Parcel Map filed for record in the office of the Butte County Recorder on March 14, 1968, in Book 36 of Maps, at Page 31.

CITY OF OROVILLE
RESOLUTION NO. 9014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING AND DIRECTING THE MAYOR TO TRANSFER THE NEWLY CREATED PARCEL LOCATED ON MITCHELL AVE. TO THE VETERANS HOUSING DEVELOPMENT CORPORATION FOR THE PURPOSE OF AFFORDABLE HOUSING TO EXTREMELY LOW AND VERY-LOW INCOME VETERANS AND THEIR FAMILIES.

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

1. The Mayor is authorized and directed to transfer the newly created parcel located on Mitchell Ave to the Veterans Housing Development Corporation for the purpose of affordable housing to extremely low and very low income veterans and their families.

2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on January 4, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Chuck Reynolds, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Jackie Glover, Assistant City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

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

RE: **COMMUNITY MEMBER APPOINTMENTS TO VARIOUS COMMISSIONS AND COMMITTEES**

DATE: **JANUARY 4, 2022**

SUMMARY

The City Council may appoint community members to serve on the Citizens Oversight Committee, Planning Commission, Arts Commission, Parks Commission, and Housing Loan Advisory Committee to fill current vacancies.

DISCUSSION

The Executive Committee met on December 15, 2021 to review volunteer applications from individuals seeking to serve on various City committees and commissions.

In addition, the Executive Committee considered an additional recommendation the Parks Commission in the event that Commissioner Machelle Conn was unable to return from Medical Leave. Staff spoke with Parks Commissioner Machelle Conn after the Executive Committee meeting, and she has determined that she will be unable to return from her medical leave of absence and resigned effective December 28, 2021.

The Executive Committee recommends the following appointments to the various commissions and committees:

Citizens Oversight Committee:
Sherrie French, Terms Expire – June 30, 2025

Housing Loan Advisory Committee:
Member Christopher Logue and Alternate Cheri Moore, Terms Expire – June 30, 2024

Planning Commission:
Warren Jensen, Term Expire – June 30, 2026

Parks Commission:
Michael Grant Jones and Mickey Rich, Terms Expire – June 30, 2026

Arts Commission:
Jennifer Beers and Misty Rayome, Terms Expire – June 30, 2025

FISCAL IMPACT

None

RECOMMENDATION

Appoint Sherrie French to the Citizens Oversight Committee with terms expiring June 30, 2025; and appoint Christopher Logue as Member and Cheri Moore as Alternate to the Housing Loan Advisory Committee with terms expiring June 30, 2024; and appoint Warren Jensen to the Planning Commission with term expiring June 30, 2026; and appoint Michael Grant Jones and Mickey Rich to the Parks Commission with terms expiring of June 30, 2026; and appoint Jennifer Beers and Misty Rayome to the Arts Commission with terms expiring June 30, 2025.

ATTACHMENTS

Applications

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CITY OF OROVILLE

APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965

Completed applications are considered public records per Government Code §6252.

Name of committee/commission you are applying for:

Citizen Oversight Commission

Note: If you are applying for more than one committee/commission, number in order of preference.

- [2] Planning Commission
- [ ] Housing Loan Advisory Committee
- [3] Park Commission
- [ ] Arts, Cultural Entertainment District Advisory Committee
- [ ] Mosquito Abatement District Committee
- [ ] Arts Commission
- [ ] Economic Development Loan Advisory Committee
- [ ] Southside Community Center Advisory Committee
- [ ] Other: _____

APPLICANT INFORMATION

Name (print): Sherrie French

Residence Address: [redacted] Oroville 95965

Mailing Address (if different): _____

Telephone: [redacted] E-Mail Address: [redacted]

Are you a qualified elector** of the City? Yes [X] No [ ]

EMPLOYMENT INFORMATION

Occupation: Retired nurse

Current Employer: _____

Current Employer Address: _____

Telephone: _____

EXPERIENCE/BACKGROUND

(Additional information/resume may be provided on page 2 of this application)

Education: Hospital Nursing School

Memberships of Organizations: Deacon Trinity Presbyterian Church

Have you served on any committee/commission in the past? Yes [ ] No [X]

If yes, list committee/commission and dates served: _____

How did you hear about this recruitment? (Optional)

Facebook

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 10/13/2021 Signature: [redacted]

Please use this space for any other additional information that you would like to provide in support of your application.

BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

This supplemental questionnaire is a required part of your application package and must be returned along with your "Application for Appointment" to the City Clerk's Office. If you have any questions, please call the City Clerk's Office at 538-2535.

1. Why would you want to serve on the Committee/Commission?
I want to have positive input upon the future of this city I have grown to appreciate in the 5 years I have lived here.

2. What unique qualifications and/or skills would you bring to the Committee/Commission? I am a native Californian that has good common sense. I am rational and very practical. I can make decisions by looking at the larger picture without emotion. as a relative newcomer to Oroville I have a different perspective.

3. Do you have any conflicts or potential conflicts that would make you ineligible to vote on any items? How often do you think these conflicts might arise? None. Never.

Date: 10/13/2021 Signature: [redacted]

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CITY OF OROVILLE

APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965

Completed applications are considered public records per Government Code §6252.

Name of committee/commission you are applying for:

Note: If you are applying for more than one committee/commission, number in order of preference.

- [1] Planning Commission
- [1] Arts Commission
- [1] Housing Loan Advisory Committee
- [1] Economic Development Loan Advisory Committee
- [1] Park Commission
- [1] Southside Community Center Advisory Committee
- [1] Arts, Cultural Entertainment District Advisory Committee
- [1] Mosquito Abatement District Committee
- [1] Other: ANY

APPLICANT INFORMATION

Name (print): Cheri Moore

Residence Address: [redacted] Oroville 95965

Mailing Address (if different):

Telephone: [redacted] E-Mail Address: [redacted]

Are you a qualified elector** of the City? Yes [X] No [ ]

EMPLOYMENT INFORMATION

Occupation: Accounts Payable Specialist

Current Employer: Compass Equipment, Inc.

Current Employer Address: 4688 Pacific Heights Rd

Telephone: 530-538-3915

EXPERIENCE/BACKGROUND

(Additional information/resume may be provided on page 2 of this application)

Education: some college

Memberships of Organizations: TREASURER Ladies Auxiliary

Have you served on any committee/commission in the past? Yes [ ] No [X]

If yes, list committee/commission and dates served:

How did you hear about this recruitment? (Optional)

Facebook

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 11.12.21 Signature: [redacted]

Please use this space for any other additional information that you would like to provide in support of your application.

CITY OF OROVILLE

APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965

Completed applications are considered public records per Government Code §6252.

Name of committee/commission you are applying for:

Note: If you are applying for more than one committee/commission, number in order of preference.

- [4] Planning Commission
- [2] Housing Loan Advisory Committee
- [3] Park Commission
- [5] Arts, Cultural Entertainment District Advisory Committee
- [ ] Mosquito Abatement District Committee
- [ ] Arts Commission
- [ ] Economic Development Loan Advisory Committee
- [ ] Southside Community Center Advisory Committee
- [1] Other: Citizens oversight

APPLICANT INFORMATION

Name (print): Christopher Logue

Residence Address: [redacted] Oroville, CA 95966

Mailing Address (if different):

Telephone: [redacted] E-Mail Address: [redacted]

Are you a qualified elector** of the City? Yes [ ] No [X]

EMPLOYMENT INFORMATION

Occupation: Investment advisor / retired military officer

Current Employer: Self

Current Employer Address: [redacted] Oroville

Telephone: [redacted]

EXPERIENCE/BACKGROUND

(Additional information/resume may be provided on page 2 of this application)

Education: BA (Social Science) CSU Chico 93, MMAS Masters of Military Arts & Sci Command and General Staff College 2014

Memberships of Organizations: Retired Military Officers Association

Have you served on any committee/commission in the past? Yes [X] No [ ]

If yes list committee/commission and dates served: Catholic Schools Advisory Commission 2014 - Present

How did you hear about this recruitment? (Optional)

Facebook Posting

VERIFICATION

By signing this application, I certify that I am a registered voter ~~in the~~ City of Oroville.

Date: 11/9/2021 Signature: [redacted]

Please use this space for any other additional information that you would like to provide in support of your application.

I'm interested in serving on only one Commission.

I've placed numbers to indicate my prefference.

BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

This supplemental questionnaire is a required part of your application package and must be returned along with your "Application for Appointment" to the City Clerk's Office. If you have any questions, please call the City Clerk's Office at 538-2535.

1. Why would you want to serve on the Committee/Commission?

As a long time Oroville resident I would like to take a more active part in determining the direction of my Community. I feel as though I have a useful skillset in this regard.

2. What unique qualifications and/or skills would you bring to the Committee/Commission? I have served 35 years in the Armed forces. Eight of those years as an enlisted Soldier and ~~a~~ twenty seven as a commissioned officer. In my mind, the leadership experience I've gathered would be of benefit on ~~either of~~ these Commissions. I also have twenty six years experience in the financial services industry.

3. Do you have any conflicts or potential conflicts that would make you ineligible to vote on any items? How often do you think these conflicts might arise?

I have no known conflicts with regard to voting on any items under these commissions.

Date: 11/9/2021 Signature: [redacted]

CITY OF OROVILLE

APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION
(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965
Completed applications are considered public records per Government Code §6252.

Name of committee/commission you are applying for:

Note: If you are applying for more than one committee/commission, number in order of preference.

- [✓] Planning Commission
- [ ] Arts Commission
- [ ] Housing Loan Advisory Committee
- [ ] Economic Development Loan Advisory Committee
- [ ] Park Commission
- [ ] Southside Community Center Advisory Committee
- [ ] Arts, Cultural Entertainment District Advisory Committee
- [ ] Mosquito Abatement District Committee
- [ ] Other: _____

APPLICANT INFORMATION

Name (print): Warren Jensen

Residence Address: [redacted]

Mailing Address (if different): _____

Telephone: [redacted] E-Mail Address: [redacted]

Are you a qualified elector** of the City? Yes [✓] No [ ]

EMPLOYMENT INFORMATION

Occupation: Director of Community Analytics & GIS

Current Employer: Gary Bess Associates

Current Employer Address: 2205 Meadow Creek Rd, Lincoln, CA 95648

Telephone: 530-877-3426

EXPERIENCE/BACKGROUND
(Additional information/resume may be provided on page 2 of this application)

Education: BA/BS Economics and Geography w/ Rural/Town Planning Option

Memberships of Organizations: _____

Have you served on any committee/commission in the past? Yes [ ] No [✓]

If yes, list committee/commission and dates served: _____

How did you hear about this recruitment? (Optional)

City of Oroville's Facebook Page

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 10/27/2021 Signature: [redacted]

Please use this space for any other additional information that you would like to provide in support of your application.

I have been a resident of the City of Oroville for 20 years now. My wife and I bought our first home here in 2001. I really love the community and we are raising our two daughters here. I was born and raised in Chico, graduated from Chico State in 1997, and worked for the University's Center for Economic Development conducting planning and technical assistance for economic development throughout rural Northern California until our state stopped supporting local economic development. I then landed a job with a small consulting firm in Paradise providing planning and market/consumer analytics for human service nonprofit organizations throughout the nation. We lost our office during the Camp Fire and I have been working from my home office here in Oroville ever since. As my career has developed, I am becoming more interested in helping to serve the community in which love to live.

I consider myself a political moderate. This is not to be interpreted as "I don't care" or "I am afraid to make a choice." As a social and statistical scientist, my conclusions and beliefs are driven by the most reliable data available. There are some issues where I currently side with the left, and some where I side with the right, all based on what is supported by reliable data and information. I believe that Capitalism, while far from perfect, is humanity's best economic system for human development and alleviation of poverty. I believe that society works best when individuals are free to make their own choices about their own lives. I believe that governmental oversight, provided by volunteer community members, is necessary to ensure reduction of any harm that may result from these choices and that laws and rules exist to provide tools for governmental authorities to modify or halt actions that would harm others. I believe that a government employee's job is to provide customer service to people who want to engage in meaningful projects and actions and guide them on how to accomplish these within the government's rules, as opposed to acting as roadblocks to projects.

I am currently a board member of two local nonprofit organizations: State Theater Arts Guild (STAGE) where I also volunteer grant writing and fund raising support, and Strive Booster Club for which I currently serve as Board President. I hope you will consider me with my knowledge, experience, and values to be a valuable member of the City of Oroville Planning Commission.

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CITY OF OROVILLE

APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965

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Name of committee/commission you are applying for:

Note: If you are applying for more than one committee/commission, number in order of preference.

- [ ] Planning Commission
- [x] #2 Arts Commission
- [ ] Housing Loan Advisory Committee
- [ ] Economic Development Loan Advisory Committee
- [x] #1 Park Commission
- [ ] Southside Community Center Advisory Committee
- [x] #3 Arts, Cultural Entertainment District Advisory Committee
- [ ] Mosquito Abatement District Committee
- [ ] Other: _____

APPLICANT INFORMATION

Name (print): Michael Grant Jones

Residence Address: [redacted] Oroville Ca 95965

Mailing Address (if different): _____

Telephone: [redacted] E-Mail Address: [redacted]

Are you a qualified elector** of the City? Yes [ ] No [x]

EMPLOYMENT INFORMATION

Occupation: Retired Federal Manager (WS-12) U.S. Army

Current Employer: Self - Artist & Writer

Current Employer Address: [redacted] Oroville Ca 95965

Telephone: [redacted]

EXPERIENCE/BACKGROUND

(Additional information/resume may be provided on page 2 of this application)

Education: Graduated from Aeronautics Program @ Sac City College

Memberships of Organizations: American Legion (Chaplain) Post 95

Have you served on any committee/commission in the past? Yes [ ] No [x]

If yes, list committee/commission and dates served: _____

How did you hear about this recruitment? (Optional)

FACEBOOK

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 15 OCT 2021 Signature: [redacted]

Please use this space for any other additional information that you would like to provide in support of your application.

BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

This supplemental questionnaire is a required part of your application package and must be returned along with your "Application for Appointment" to the City Clerk's Office. If you have any questions, please call the City Clerk's Office at 538-2535.

1. Why would you want to serve on the Committee/Commission?

   SEE ATTACHMENT

2. What unique qualifications and/or skills would you bring to the Committee/Commission?

   SEE ATTACHMENT

3. Do you have any conflicts or potential conflicts that would make you ineligible to vote on any items? How often do you think these conflicts might arise?

   SEE ATTACHMENT

Date: 15 OCT 2021 Signature: [signature]

Attachment to City of Oroville
Application for Appointment to City Commission

1. Why do you want to serve on the Committee/Commission?
Answer: I am a concerned citizen that wants to improve the quality of life for everyone in my community.

---

2. What unique qualifications and/or skills would you bring to the Committee/Commission?
Answer: I am a former Total Quality Management (TQM) Facilitator and Team Leader with the United States Air Force.
TQM describes a management approach to long-term success through customer satisfaction. In a TQM environment, all members of an organization participate in improving processes, products, services, and the culture in which they work. Primary elements of TQM. Benefits of TQM.
8 Practices of Total Quality Management (TQM)

Principle-1: Customer focus
The first and prime principle of total quality management (TQM) is to focus on the customers who are buying the products and services as well as potential customers.
Customers are the people who justify the quality of the products and services.
Customers will feel that they have spent their money on a quality product if it can last long to fulfill demands. You can exceed customer satisfaction only when you know their demands, so align company objectives with the client's needs.

Principle-2: Leadership
Leadership is key in maintaining unity among employees to achieve set goals.

Principle-3: Involvement of people
People from every level in the organization give their dedication to the organization.
Total employee commitment enables the development of productivity.
All employees in the organization must be well-trained, committed, and dedicated to achieving the mutual goals.

Principle-4: Processes approach
Improve the process consistently to yield a better output.

Principle-5: System approach to management
The total quality (TQM) highlights executing the strategy in a systematic approach.
The International Organization for Standardization (ISO) describes this principle.

15 Oct 2021 [redacted]

1 of 3

Principle-6: Continual improvement
Continual improvement of the process is an essential step for every industry to make their customer are satisfied.

Principle-7: Factual approach to decision-making
It eases the way of taking the decision based on the information collected from data. Making a decision based on the fact is an effective way to customer satisfaction.

Principle-8: Mutual beneficial supplier relationship
The total quality management process coordinates all sections to work together to achieve a mutual objective.

Where did TQM originate?
W. EDWARDS DEMING'S 14 POINTS on Quality Management, or the Deming Model of Quality Management, was the core concept on implementing Total Quality Management.
1. Create constancy of purpose for improving products and services.
2. Adopt the new philosophy.
3. Cease dependence on inspection to achieve quality.
4. End the practice of awarding business on price alone; instead, minimize total cost by working with a single supplier.
5. Improve constantly and forever every process for planning, production and service.
6. Institute training on the job.
7. Adopt and institute leadership.
8. Drive out fear.
9. Break down barriers between staff areas.
10. Eliminate slogans, exhortations and targets for the workforce.
11. Eliminate numerical quotas for the workforce and numerical goals for management.
12. Remove barriers that rob people of pride of workmanship, and eliminate the annual rating or merit system.
13. Institute a vigorous program of education and self-improvement for everyone.
14. Put everybody in the company to work accomplishing the transformation.

I am a former LEAN 6 Sigma practitioner with the United States Army. The USA implemented the "SIMPLER" model. SIMPLER Consulting, an IBM Company

LEAN 6 Sigma 6 S's
1. Sort
2. Set in Order
3. Shine
4. Standardize

15 OCT 2021 [redacted]

5. Sustain
6. Safety

Using the, "Current State" look at the "Ideal State", and the desired "Future State" of whatever it is that is to be improved.
The Steps are: Define, Measure, Analyze, Improve, Control.

---

3. Do you have any conflicts or potential conflicts that would make you ineligible to vote on any items? How often do you think these conflicts might arise?
Answer: NO

15 Oct 2021

[redacted]

3 of 3

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APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965

Completed applications are considered public records per Government Code §6252.

Name of committee/commission you are applying for:

Parks Commission (first choice), Housing Loan Advisory Committee, or Citizens Oversight Commission

Note: If you are applying for more than one committee/commission, number in order of preference.

- [ ] Planning Commission
- [ ] Arts Commission
- [2] Housing Loan Advisory Committee
- [ ] Economic Development Loan Advisory Committee
- [1] Park Commission
- [ ] Southside Community Center Advisory Committee
- [ ] Arts, Cultural Entertainment District Advisory Committee
- [ ] Mosquito Abatement District Committee
- [3] Other: Citizen's Oversight

APPLICANT INFORMATION

Name (print): Mickey Rich

Residence Address: [redacted], Oroville CA 95965

Mailing Address (if different): _____

Telephone: [redacted] E-Mail Address: [redacted]

Are you a qualified elector** of the City? Yes [ ] No [ ]

EMPLOYMENT INFORMATION

Occupation: Assistant District Manager

Current Employer: Paradise Irrigation District

Current Employer Address: 6332 Clark Road, Paradise CA 95969

Telephone: 530-877-4971

EXPERIENCE/BACKGROUND

(Additional information/resume may be provided on page 2 of this application)

Education: Master Degree, Information Systems & Technology

Memberships of Organizations: _____

Have you served on any committee/commission in the past? Yes [✔] No [ ]

If yes, list committee/commission and dates served: Achieve Charter High School Committee 2018

How did you hear about this recruitment? (Optional)

City of Oroville Website, Chico Enterprise Record

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 10/27/2021 Signature: [redacted]

Please use this space for any other additional information that you would like to provide in support of your application.

Thank you for inviting the public to participate on the city's public committees.

I believe I would be a positive public contributor to one of the City of Oroville's public committees. I have over 20-years experience working for a special district but I possess the point-of-view of a citizen who just wants to live their best life in Oroville.

I am a registered voter and have a genuine interest in serving my community.

I am very proud of the significant improvements the City of Oroville has made over the years and would consider it an honor to participate in one of your committees.

I currently serve as staff on several water-related District committees, and am familiar with the public-member role. I would welcome the opportunity to share my experiences as a resident and assist the City by being a role-model public committee member.

BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

This supplemental questionnaire is a required part of your application package and must be returned along with your "Application for Appointment" to the City Clerk's Office. If you have any questions, please call the City Clerk's Office at 538-2535.

1. Why would you want to serve on the Committee/Commission?

I want to serve my community.

2. What unique qualifications and/or skills would you bring to the Committee/Commission?

I understand municipal challenges and opportunities.

3. Do you have any conflicts or potential conflicts that would make you ineligible to vote on any items? How often do you think these conflicts might arise?

Regional water-related conflicts are possible, but rare, in my experience.

Date: 10/27/2021 Signature: [redacted]

CITY OF OROVILLE

APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965

Completed applications are considered public records per Government Code §6252.

Name of committee/commission you are applying for:

Arts Commission member

Note: If you are applying for more than one committee/commission, number in order of preference.

- ☐ Planning Commission
- ☒ Arts Commission
- ☐ Housing Loan Advisory Committee
- ☐ Economic Development Loan Advisory Committee
- ☐ Park Commission
- ☐ Southside Community Center Advisory Committee
- ☐ Arts, Cultural Entertainment District Advisory Committee
- ☐ Mosquito Abatement District Committee
- ☐ Other: _____

APPLICANT INFORMATION

Name (print): Misty Rayome

Residence Address: [redacted] Oroville Ca 95965

Mailing Address (if different): _____

Telephone: [redacted] E-Mail Address: [redacted]

Are you a qualified elector** of the City? Yes ☒ No ☐

EMPLOYMENT INFORMATION

Occupation: Student teacher, volunteer Docent @ Brushstrokes

Current Employer: Nelson Middle School (student teacher with Becky Harvey)

Current Employer Address: _____

Telephone: _____

EXPERIENCE/BACKGROUND

(Additional information/resume may be provided on page 2 of this application)

Education: Bachelors in art ed @ CSU Chico State 2019

Memberships of Organizations: Artists of Rivertown

Have you served on any committee/commission in the past? Yes ☐ No ☒

If yes, list committee/commission and dates served: _____

BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

This supplemental questionnaire is a required part of your application package and must be returned along with your "Application for Appointment" to the City Clerk's Office. If you have any questions, please call the City Clerk's Office at 538-2535.

1. Why would you want to serve on the Committee/Commission?

I want to help make Oroville a better place through art. I was born and raised in Oroville and would love to be more involved in our community. I am starting a career in art education and want to know how to get people more involved and empower our young adults.

2. What unique qualifications and/or skills would you bring to the Committee/Commission?

Educated in various art forms. Creative and adaptive thinking skills. Responsible, encouraging and good listening skills. I'm good at making connections and bringing people together. Recruiting and I know a lot of local artists.

3. Do you have any conflicts or potential conflicts that would make you ineligible to vote on any items? How often do you think these conflicts might arise?

I've always wanted to help paint a mural but do not see that happening in the next few years.

Date: 11/21/21 Signature: [redacted]

 APPLICATIONS FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

How did you hear about this recruitment? (Optional)

Ardee Krantz, Dave Tamori

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville

Date 11/21/21 Signature: [redacted]

Please use this space for any other additional information that you would like to provide in support of your application

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CITY OF OROVILLE

APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION
(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965
Completed applications are considered public records per Government Code §6252.

Name of committee/commission you are applying for:
Arts Commission

Note: If you are applying for more than one committee/commission, number in order of preference.

- ☐ Planning Commission
- ☑ Arts Commission
- ☐ Housing Loan Advisory Committee
- ☐ Economic Development Loan Advisory Committee
- ☐ Park Commission
- ☐ Southside Community Center Advisory Committee
- ☐ Arts, Cultural Entertainment District Advisory Committee
- ☐ Mosquito Abatement District Committee
- ☐ Other: _____

APPLICANT INFORMATION

Name (print): Jennifer Beers

Residence Address: [redacted]

Mailing Address (if different): _____

Telephone: [redacted] E-Mail Address: [redacted]

Are you a qualified elector** of the City? Yes ☑ No ☐

EMPLOYMENT INFORMATION

Occupation: Mortgage Loan Officer- Bartender (part time/weekends)

Current Employer: Change Home Mortgage- Feather Falls Casino

Current Employer Address: 1655 Montgomery St Oroville CA 95965/ 3 Alverda Dr.

Telephone: 530-782-5870

EXPERIENCE/BACKGROUND
(Additional information/resume may be provided on page 2 of this application)

Education: BA Theatre Performance University of Northern Iowa

Memberships of Organizations: President Birdcage Theatre

Have you served on any committee/commission in the past? Yes ☐ No ☑

If yes, list committee/commission and dates served: _____

How did you hear about this recruitment? (Optional)

Participation in NOFA grant with Birdcage Theatre

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 10/29/2021 Signature: [redacted]

Please use this space for any other additional information that you would like to provide in support of your application.

I have been on the board at Birdcage Theatre since 2012 and President since 2019. Prior to that I was Treasurer. I have volunteered with community theatre since I was a little girl. I majored in theatre in college. I worked in LA in TV and film for a few years before moving to Oroville. I prefer small community living. I love Oroville with all it has to offer and all of the possibilities. I want to be involved in the community as much as I can and offer my strengths. I am a huge advocate for the arts and want to make sure it thrives in Oroville.

CITY OF OROVILLE

APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION
(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965
Completed applications are considered public records per Government Code §6252.

Name of committee/commission you are applying for:
Planning Commission, Housing Loan Advisory Committee, ...

Note. If you are applying for more than one committee/commission, number in order of preference.

- [1] Planning Commission
- [2] Housing Loan Advisory Committee
- [4] Park Commission
- [8] Arts, Cultural Entertainment District Advisory Committee
- [3] Mosquito Abatement District Committee
- [7] Arts Commission
- [6] Economic Development Loan Advisory Committee
- [5] Southside Community Center Advisory Committee
- [ ] Other: _____

APPLICANT INFORMATION

Name (print): Dacoda Eugene-Riggs Quinn
Residence Address: [redacted] Oroville, Ca 95966
Mailing Address (if different): Same
Telephone: [redacted] E-Mail Address: [redacted]
Are you a qualified elector** of the City? Yes [✓] No [ ]

EMPLOYMENT INFORMATION

Occupation: Route Manager
Current Employer: Shelby's Pest Control
Current Employer Address: 1829 Mayhew Avenue Chico, Ca 95926
Telephone: 530.624.3236 - Joe, 530.774.7378 - Bill

EXPERIENCE/BACKGROUND
(Additional information/resume may be provided on page 2 of this application)

Education: Shasta Community College
Memberships of Organizations: FFA, Mustang Club of America
Have you served on any committee/commission in the past? Yes [ ] No [✓]
If yes, list committee/commission and dates served: _____

How did you hear about this recruitment? (Optional)

Facebook.com (Oroville Politics)

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: June 23, 2021 Signature: [redacted]

Please use this space for any other additional information that you would like to provide in support of your application.

Dacoda E. Quinn

[redacted]

Objective

My main objective for this position is to try and help my community, I have some strong ties to this community being born and raised here, with not just my wife and I but our four children. I want to move up the ranks of the city political organization from committees to Mayor, then I am looking to grow my presence to the national level. Thank you for your time and consideration.

Experience

Shelby's Pest Control Inc
May, 2018- Present
Job Title
Responsibilities

- Route Management
- Customer Service
- Implementing IPM
- Sales

Metal Builidngs Plus LLC
January 2016- Present
Owner
Responsibilities

- Managing Monthly, quarterly, and yearly reports
- Sales
- Customer Service
- Web-Development
- Advertising

Education

Las Plumas High School
2008-2011
Oroville, CA
Degree Diploma GPA 3.5

- Criminal Justice, Vet Skills, Horticulture, Floriculture, Animal Science, Journalism
- Green Horn Degree, Chapter Degree, State Degree

Shasta Community College
2011-2012
Redding, CA
Degree: Business Management GPA 3.0

University of Phoenix
2015-2016
Online
Degree: Business Management GPA 3.0

Additional Information

Achievements/Awards

- Green Horn Degree 2009
- Chapter Degree 2010
- State Degree 2011

Skills:

Communication

- Manage daily operations on social media platforms for my business
- Increased sales 25% each year through social media, my web design, and advertising since 2016

Multitasking

- Smoothly operate my business with two employees along with managing a pest control route on a daily basis. We do not just service California, but also Nevada, and we are looking to expand our business further online into a few other states within the next 5 years.

Leadership

- I have been taking the lead ever since I was a young teen, I have been a barn manager for our FFA swine department; teaching students while attending and after graduating high school.
- I was an active Royal Ranger as a child and quickly became a troop leader by the age of 16, managing weekly meetings of boys from the ages 8-16
- I run operation of my business daily; online presence, advertising, reports, book keeping, Customer Service.
- I Have been running my own route with Shelbys Pest Control since July of 2018, and quickly expanded my role to running not only a pest route but also a large regional gopher and Mosquito operation.

RECEIVED
JUN 28 2021
By

CITY OF OROVILLE

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Name of committee/commission you are applying for:

Planning Commission

Note: If you are applying for more than one committee/commission, number in order of preference.

- [X] Planning Commission
- [ ] Arts Commission
- [ ] Housing Loan Advisory Committee
- [ ] Economic Development Loan Advisory Committee
- [ ] Park Commission
- [ ] Southside Community Center Advisory Committee
- [ ] Arts, Cultural Entertainment District Advisory Committee
- [ ] Mosquito Abatement District Committee
- [ ] Other: _____

APPLICANT INFORMATION

Name (print): Daniel Ballard

Residence Address: [redacted] Oroville, CA 95965

Mailing Address (if different): _____

Telephone: [redacted] E-Mail Address: [redacted]

Are you a qualified elector** of the City? Yes [X] No [ ]

EMPLOYMENT INFORMATION

Occupation: Retail Sales Associate

Current Employer: Ross Dress for Less

Current Employer Address: 355 Oro Dam Blvd E Ste B, Oroville, CA

Telephone: 530-534-1003

EXPERIENCE/BACKGROUND

(Additional information/resume may be provided on page 2 of this application)

Education: Oroville High School

Memberships of Organizations: Butte County Historical Society

Have you served on any committee/commission in the past? Yes [ ] No [X]

If yes, list committee/commission and dates served: _____

How did you hear about this recruitment? (Optional)

Word of mouth

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 6/28/2021 Signature: [redacted]

Please use this space for any other additional information that you would like to provide in support of your application.

CITY OF OROVILLE

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Name of committee/commission you are applying for:

Planning Commission

Note: If you are applying for more than one committee/commission, number in order of preference.

- [X] Planning Commission
- [ ] Arts Commission
- [ ] Housing Loan Advisory Committee
- [ ] Economic Development Loan Advisory Committee
- [ ] Park Commission
- [ ] Southside Community Center Advisory Committee
- [ ] Arts, Cultural Entertainment District Advisory Committee
- [ ] Mosquito Abatement District Committee
- [ ] Other: _____

APPLICANT INFORMATION

Name (print): Bobby O'Reiley

Residence Address: [redacted] Oroville, CA 95966

Mailing Address (if different): _____

Telephone: [redacted] E-Mail Address: [redacted]

Are you a qualified elector** of the City? Yes [X] No [ ]

EMPLOYMENT INFORMATION

Occupation: Self Employed

Current Employer: Self

Current Employer Address: N/A

Telephone: N/A

EXPERIENCE/BACKGROUND

(Additional information/resume may be provided on page 2 of this application)

Education: Las Plumas H. S. Oroville

Memberships of Organizations: Parks Commission, Neighborhood watches

Have you served on any committee/commission in the past? Yes [X] No [ ]

If yes, list committee/commission and dates served: Parks Commission, Current

How did you hear about this recruitment? (Optional)

Online

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 6/21/21 Signature: [redacted]

Please use this space for any other additional information that you would like to provide in support of your application.

RECEIVED
NOV 04 2021
By

CITY OF OROVILLE

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- [ ] Planning Commission
- [1] Arts Commission
- [ ] Housing Loan Advisory Committee
- [ ] Economic Development Loan Advisory Committee
- [2] Park Commission
- [ ] Southside Community Center Advisory Committee
- [ ] Arts, Cultural Entertainment District Advisory Committee
- [ ] Mosquito Abatement District Committee
- [ ] Other: _____

APPLICANT INFORMATION

Name (print): Raeshae Shane

Residence Address: [redacted] Oroville, Ca 95966

Mailing Address (if different): _____

Telephone: [redacted] E-Mail Address: [redacted]

Are you a qualified elector** of the City? Yes [ ] No [X]

EMPLOYMENT INFORMATION

Occupation: Stay at home Mom / Co-owner of Branching Out Wire Wrapping

Current Employer: _____

Current Employer Address: _____

Telephone: _____

EXPERIENCE/BACKGROUND

(Additional information/resume may be provided on page 2 of this application)

Education: HIGH SCHOOL GRADUATE / SOME COLLEGE

Memberships of Organizations: CALPAL Y.D.C / CALIFORNIA POLICE ACTIVITIES LEAGUE YOUTH DIRECTORS COUNCIL

Have you served on any committee/commission in the past? Yes [X] No [ ]

If yes, list committee/commission and dates served: SEE ABOVE 2002-2007

How did you hear about this recruitment? (Optional)

FACEBOOK CURRENT EVENTS PAGE

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 11.02.21 Signature: [redacted]

Please use this space for any other additional information that you would like to provide in support of your application.

Theater Arts Experience 2001 - 2007
Modeling Experience 2009 - 2017

Park Beautification 2002 - 2007
Public Speaking
Speech Writing
Event Planning
Community Service
Small Business Arts & Crafts Vendor Est 2021

CITY OF OROVILLE

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Name of committee/commission you are applying for:
#1- Planning Commission, #2- Arts Commission

Note: If you are applying for more than one committee/commission, number in order of preference.

- [x] Planning Commission
- [x] Arts Commission
- [ ] Housing Loan Advisory Committee
- [ ] Economic Development Loan Advisory Committee
- [ ] Park Commission
- [ ] Southside Community Center Advisory Committee
- [ ] Arts, Cultural Entertainment District Advisory Committee
- [ ] Mosquito Abatement District Committee
- [ ] Other: _____

APPLICANT INFORMATION

Name (print): Audrey Holt

Residence Address: [redacted]

Mailing Address (if different): _____

Telephone: [redacted] E-Mail Address: [redacted]

Are you a qualified elector** of the City? Yes [x] No [ ]

EMPLOYMENT INFORMATION

Occupation: Architectural Design and Historic Preservation

Current Employer: none

Current Employer Address: n/a

Telephone: n/a

EXPERIENCE/BACKGROUND
(Additional information/resume may be provided on page 2 of this application)

Education: Bachelors of Science in Architecture, Bachelor of Arts in History

Memberships of Organizations: none

Have you served on any committee/commission in the past? Yes [ ] No [x]

If yes, list committee/commission and dates served: _____

How did you hear about this recruitment? (Optional)

Facebook

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 7/12/21 Signature: [redacted]

Please use this space for any other additional information that you would like to provide in support of your application.

My professional career has been in the field of design, art, historic preservation, and researching. I worked for almost seven years at the state level with the Texas Main Street Program, under the State Historic Preservation Office. The Main Street Program at its core is a downtown revitalization program utilizing historic preservation under the umbrella of a Four Point Approach: Design, Economic Vitality, Promotion and Organization. My core job was performing design renderings and preservation technical reports to help downtown building and business owners both restore their buildings and market their businesses, through signage, branding and merchandising. Other functions of my position were to promote downtown as a whole by providing towns with technical services to help them create design ordinances and preservation guidelines to protect their valuable historic resources, as well as perform historic resource surveys, facilitate town hall meeting type visioning and branding, and orchestrate training opportunities for our towns' Main Street Managers, as well as training for the general public.

In the seven years my family and I have lived in downtown Oroville, it has made so many positives strides in the right direction. Downtown Oroville is the crown jewel of this gem of a place and I look forward to using my passion and expertise to further bring Oroville to a place people are even more proud to call their home. Thank you for your time and consideration.

BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

This supplemental questionnaire is a required part of your application package and must be returned along with your "Application for Appointment" to the City Clerk's Office. If you have any questions, please call the City Clerk's Office at 538-2535.

1. Why would you want to serve on the Committee/Commission?

To better our town & help bring positive attention so everyone realizes we're a gem!

2. What unique qualifications and/or skills would you bring to the Committee/Commission?

I've worked at the state level in Historic Preservation and planning with many towns.

3. Do you have any conflicts or potential conflicts that would make you ineligible to vote on any items? How often do you think these conflicts might arise?

I do not believe I have any conflicts or potential conflicts.

Date: 7/12/21 Signature: [redacted]

CITY OF OROVILLE

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- [x] Planning Commission
- [x] Arts Commission
- [ ] Housing Loan Advisory Committee
- [ ] Economic Development Loan Advisory Committee
- [ ] Park Commission
- [ ] Southside Community Center Advisory Committee
- [ ] Arts, Cultural Entertainment District Advisory Committee
- [ ] Mosquito Abatement District Committee
- [ ] Other: _____

APPLICANT INFORMATION

Name (print): Audrey Holt

Residence Address: [redacted]

Mailing Address (if different): _____

Telephone: [redacted] E-Mail Address: [redacted]

Are you a qualified elector** of the City? Yes [x] No [ ]

EMPLOYMENT INFORMATION

Occupation: Architectural Design and Historic Preservation

Current Employer: none

Current Employer Address: n/a

Telephone: n/a

EXPERIENCE/BACKGROUND

(Additional information/resume may be provided on page 2 of this application)

Education: Bachelors of Science in Architecture, Bachelor of Arts in History

Memberships of Organizations: none

Have you served on any committee/commission in the past? Yes [ ] No [x]

If yes, list committee/commission and dates served: _____

How did you hear about this recruitment? (Optional)

Facebook

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 11/11/21 Signature: [redacted]

Please use this space for any other additional information that you would like to provide in support of your application.

My professional career has been in the field of design, art, historic preservation, and researching. I worked for almost seven years at the state level with the Texas Main Street Program, under the State Historic Preservation Office. The Main Street Program at its core is a downtown revitalization program utilizing historic preservation under the umbrella of a Four Point Approach: Design, Economic Vitality, Promotion and Organization. My core job was performing design renderings and preservation technical reports to help downtown building and business owners both restore their buildings and market their businesses, through signage, branding and merchandising. Other functions of my position were to promote downtown as a whole by providing towns with technical services to help them create design ordinances and preservation guidelines to protect their valuable historic resources, as well as perform historic resource surveys, facilitate town hall meeting type visioning and branding, and orchestrate training opportunities for our towns' Main Street Managers, as well as training for the general public.

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To better our town & help bring positive attention so everyone realizes we're a gem!

2. What unique qualifications and/or skills would you bring to the Committee/Commission?

I've worked at the state level in Historic Preservation and planning with many towns.

3. Do you have any conflicts or potential conflicts that would make you ineligible to vote on any items? How often do you think these conflicts might arise?

I do not believe I have any conflicts or potential conflicts.

Date: 11/11/21 Signature: [redacted]

CITY OF OROVILLE

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Name of committee/commission you are applying for:

Citizens Oversight Committee (Measure U)

Note: If you are applying for more than one committee/commission, number in order of preference.

- ☐ Planning Commission
- ☐ Arts Commission
- ☐ Housing Loan Advisory Committee
- ☐ Economic Development Loan Advisory Committee
- ☐ Park Commission
- ☐ Southside Community Center Advisory Committee
- ☐ Arts, Cultural Entertainment District Advisory Committee
- ☐ Mosquito Abatement District Committee
- ☐ Other: _____

APPLICANT INFORMATION

Name (print): [redacted]

Residence Address: [redacted] Oroville CA 95966

Mailing Address (if different): Same

Telephone: [redacted] E-Mail Address: [redacted]

Are you a qualified elector** of the City? Yes ☑ No ☐

EMPLOYMENT INFORMATION

Occupation: Retired

Current Employer: _____

Current Employer Address: _____

Telephone: _____

EXPERIENCE/BACKGROUND

(Additional information/resume may be provided on page 2 of this application)

Education: Some college

Memberships of Organizations: None

Have you served on any committee/commission in the past? Yes ☑ No ☐

If yes, list committee/commission and dates served: Spalding Community Services District, Board of Directors

How did you hear about this recruitment? (Optional)

Seen the opening on the cities website

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 11/10/21 Signature: [redacted]

Please use this space for any other additional information that you would like to provide in support of your application.

BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

This supplemental questionnaire is a required part of your application package and must be returned along with your "Application for Appointment" to the City Clerk's Office. If you have any questions, please call the City Clerk's Office at 538-2535.

1. Why would you want to serve on the Committee/Commission?

I am interested in helping out my community by volunteering my time to sit on the measure U oversite committee.

2. What unique qualifications and/or skills would you bring to the Committee/Commission?

I was born and raised in Oroville where I currently reside. I have a life time of public safety experience working in the fire service and in law enforcement. I also have experience in budget management and have served as a board director in a community services district.

3. Do you have any conflicts or potential conflicts that would make you ineligible to vote on any items? How often do you think these conflicts might arise?

None

Date: 11/10/21 Signature: [redacted]

DARREN READ

Resume of Qualifications

OBJECTIVE

Obtain a position on the City of Oroville's Citizens Oversight Committee (Measure U)

WORK HISTORY

California Department of Forestry and Fire Protection, Butte Unit

Unit Chief - Fire Chief - Peace Officer
January 1, 2016, to January 11, 2019 (Retired after 32 Years)

- Provide guidance and leadership to subordinate supervisors and employees, oversee all operational and administrative functions within the department consisting of 330 employees and 160 volunteer firefighters, and ensure department compliance with state/federal laws, and department policy and procedures.

- Plan, organize, staff, direct, control, evaluate and administer all programs of the Department of Forestry and Fire Protection, Butte County Fire Department, Cities of Biggs and Gridley, and the Town of Paradise Fire Departments.

- Establish and interpret policy; develop work standards for subordinate personnel; develop and evaluate the effectiveness of the organization, systems, processes, position assignments, and personnel assignments used to accomplish objectives and associated workload. Provide direction for the accurate and timely preparation and submission of various reports based on department activity, planning, and accomplishments.

- Administer local government fire protection contracts, automatic and mutual aid agreements, and developed a professional working relationship with the county, city, and federal partner officials. In this capacity, I serve as the County Fire Chief and the City Fire Chief for the City of Biggs, Gridley, and Town of Paradise.

- Administer and apply a fair, firm, consistent, and equitable grievance and disciplinary program to promote a harmonious working relationship between management and employees.

- As Agency Administrator, provided leaders intent/expectations to CAL FIRE incident management teams on four major wildland fire deployments (Wall, Ponderosa, Laporte and Camp fires), and assisted the Department of Water Resources with the CAL FIRE incident management team deployment on the Spillway Incident, all within Butte County.

California Department of Forestry and Fire Protection, Butte Unit

Assistant Chief, Administrative Officer - Peace Officer
December 2, 2013, to December 31, 2015

- Plan, organize, staff, direct, control, and evaluate the administrative and support services within the Unit. Provide direction in addressing issues, policy, and procedures in administrative manners. Administer state, county, and city budgets consisting cumulatively of over 38 million dollars, direct budget planning, and monitor expenditures within the budgeted authority. Act as the liaison with the state government (through the Northern Region Office) and with the county government regarding financial and contractual matters.

- Responsible for evaluating staffing needs, preparing recommendations for hiring, and implement the employment plan based upon operational and fiscal authority. Responsible to ensure that personnel record-keeping, financial records, performance standards, grievance resolution, and disciplinary action are accomplished in a timely and reasonable manner. Act as a liaison with the regional office on personnel and finance madders.

- Directly supervise State and County Finance, Personnel, Logistics, Fire Prevention, and Investigations Bureau, Training, Safety, and EMS Bureau, and Emergency Command Center.

California Department of Forestry and Fire Protection, Butte Unit

Battalion Chief – Training, Safety & EMS Bureau – Peace Officer
November 1, 2008, to December 1, 2013

- Responsible for the following duties: Local, Academy and Region Training Manager, Technical Specialist and Adjunct Instructor List Manager, Bureau Administrator and Budget Manager, Butte College Liaison and Contract Administrator, ROSS & ERD Updates, Annual Needs Assessment, ICS qualifications, Priority Trainee List Manager, FF Returnee Academy Coordinator, and career and volunteer Mandatory Training Class Coordinator.

- As a member of the Butte County Training Officers Association, I was the vice president/treasurer and I coordinate the annual training courses offered by the Training Officers Association to the local fire departments. I have developed an excellent interagency working relationship working cooperatively with Chico Fire Department, Oroville Fire Department, USFS PNF, Butte County OES, and First Responder Ambulance Company.

- Responsible to supervise, motivate, evaluate performance, and develop individual performance objectives and goals for the Unit Safety Officer, Unit EMS Training Officer, Unit JAC Training Officer, and the Unit Volunteer Training Officer. I also supervise one Office Assistant and one Photographer as well as manage and supervise the Openshaw Training Center.

- Chaired the committee that rewrote the Volunteer Standard Operating Policy Manual and I chaired the Volunteer Training Cadre that developed the volunteer training module system. Both committees were responsible for eliminating department liability by developing operating policies and meeting state, federal, local, and department training requirements through policy and the newly developed volunteer module training system.

- I typically perform battalion coverage throughout the year and during fire season most of the summer. I have been the Incident Commander on all types of emergency incidents. I have been assigned as Incident Commander, Branch Director, Division/Group Supervisor (fire line and structure protection), and Strike Team Leader/Task Force Leader on many initial/extended attack and major wildland fires. I have been the IC on multiple extended attack and several major fires (Mill 2012, Panther 2013) that have resulted in a transition to an Incident Command Team.

- 25 years competent in computer use, form building, spreadsheet building with Microsoft Office applications (Word, PP, Excel), and personnel scheduling.

- Developed and maintain the Training & Safety Bureau and Butte County Training Officers Association websites. The website provides the most current training information available to the unit employees and Butte County Fire Departments.

- My past supervisor describes me (in my 2009 evaluation) as doing an outstanding job as the Training Bureau Chief in a short period of time and stating "I can go as far as I want within CAL FIRE".

California Department of Forestry and Fire Protection, Tehama-Glenn Unit

Battalion Chief – Fire Marshal - Peace Officer, Fire Protection Planning/Law Enforcement, Fire Prevention Bureau
April 1, 2008, to October 31, 2008

- Enforce Public Resources Code 4290, 4291, Tehama County Ordinances, California Fire Code, and California Building Code Chapter 7A on all new building construction (commercial and residential) within Tehama County.

- Enforce Public Resources Code 4290, 4291 (SRA only), Tehama County Ordinances, and California Fire Code on all use permits, lot line adjustments, grading permits, parcel splits, subdivisions, general plan amendments, administrative permits, and rezones within Tehama County.

- Competent in computer use and form building with Microsoft Office applications and Fire Prevention Bureau scheduling.

- Completely reorganized and streamlined the Tehama County Fire Protection Planning process. I developed new informative information bulletins for the public and posted them on the unit's webpage.

- Developed and maintained the Fire Protection Planning webpage on the Tehama County Fire Department's website. The webpage provides the most current fire protection planning information to the residents of Tehama County.

- Fire Prevention Duty Officer one or more times per week. Respond to and investigate the origin and cause of all suspicious, negligent, and criminally caused fires within the Tehama-Glenn Unit and out of the unit, upon request. Take the appropriate cost recovery and or criminal action on negligent and/or criminally caused fires.

- I have investigated many Wildland, structure, and vehicle fires and have made multiple felony and misdemeanor arrests with convictions. Competent in case report and citation narrative report writing.

- Provide Insurance Survey Office (ISO) rating verification letters to homeowners and insurance companies, and "will serve" letters for the Department of Real Estate for large development projects in Tehama County.

- Developed an excellent interagency working relationship with the following Tehama County cooperators: Tehama County Building Department, Tehama County Public Works, Tehama County Counsel, and Tehama County Planning Department.

- Attend Technical Advisory Committee, Planning Commission, Pre Development, Board of Supervisors, and other meetings pertinent to Fire Protection Planning, and as required for Fire Department input discussing Fire Safe regulations.

- Incident Commander on all types of emergency incidents. I have been assigned as Incident Commander, Division/Group Supervisor (fire line and structure protection), and Task Force Leader on many extended attack and major wildland fires.

California Department of Forestry and Fire Protection, Butte Unit

Fire Captain - Peace Officer, Fire Protection Planning/Law Enforcement, Fire Prevention Bureau
May 17, 2004, to March 31, 2008

- Enforce Public Resources Code 4290, 4291, Butte County Improvement Standards, and California Building Code Chapter 7A on all new building construction (commercial and residential) within the State Responsibility Areas of Butte County.

- Enforce Public Resources Code 4290 (SRA only), 4291, Butte County Improvement Standards, and when applicable the California Fire Code on all use permits, lot line adjustments, grading permits, parcel splits, subdivisions, general plan amendments, administrative permits, and rezones within Butte County.

- Competent in computer use and form building with Microsoft Office applications and Fire Prevention Bureau scheduling.

- Completely reorganized and streamlined Butte Counties Fire Protection Planning process. I developed new informative information bulletins for the public.

- Oversee the maintenance of 13 pressurized community water systems for fire protection located in County Service Areas.

- Developed and maintain the Fire Protection Planning webpage on the Butte County Fire Department's website. The webpage provides the most current fire protection planning information to the residents of Butte County.

- Developed a manual and trained all the Butte County Building Department staff and inspectors to perform the fire department's final inspections for new construction within the State Responsibility Area's of Butte County. After a six-month evaluation period, it was determined the building department personnel did not have the fire suppression background to perform our inspections. I developed and presented a proposal to hire a fee-funded inspector (FPS1) to the CAL FIRE/Butte County Fire executive staff and Board of Supervisors. The inspector was approved.

- Fire Prevention Duty Officer one or more times per week. Respond to and investigate the origin and cause of all suspicious, negligent, and criminally caused fires within the Butte Unit and out of the unit, upon request. Take the appropriate cost recovery and or criminal action on negligent and/or criminally caused fires. I have investigated many wildland, structure, and vehicle fires and have made multiple felony and misdemeanor arrests with convictions. Competent in case report and citation narrative report writing.

- Provide Insurance Survey Office (ISO) rating verification letters to homeowners and insurance companies, and "will serve" letters for the Department of Real Estate for large development projects in Butte County.

- Provide input to Local Agency Formation Commission (LAFCO) on land, sewer, and water annexations into the various cities and public utility districts within Butte County.

- As a member of the Butte County Arson Task Force, I assist other fire departments in Butte County with complex, fatality and criminal fire investigations.

- Developed an excellent interagency working relationship with the following Butte County cooperators: Butte County Development Services, Butte County Public Works, Butte County Planning, Butte County Council, Butte County Purchasing, Butte County Contractors Exchange, and the Butte County Fire Safe Council.

- Attend Inter-Department Review, Planning Commission, Pre Development, Users Group, Board of Supervisors, and other meetings pertinent to Fire Protection Planning, and as required for Fire Department input discussing Fire Safe regulations. Provide current Fire Safe building requirements to all Butte County Contractors, Engineers, and Architects via mailers.

- In the Fire Marshal's absence, I apply the California Fire Code and Butte County Improvement Standards to use permits, minor use permits, and commercial building permits. I also perform underground propane tank inspections.

- Incident Commander on all types of emergency incidents. I have been assigned as Incident Commander, Division/Group Supervisor (fire line and structure protection), and Task Force Leader on many extended attack and major wildland fires. I have also performed Battalion Coverage as a Technical Specialist Battalion Coverage Fire Captain.

- My past supervisor describes me (in my evaluations) as having excellent working habits and organizational skills. All my projects are neat, organized, and completed on time. I was nominated and received Firefighter of the Year from CAL FIRE during this assignment.

California Department of Forestry and Fire Protection, Butte Unit

Fire Captain, Unit Grant Program Coordinator
August 1, 2000, to Present

- Determine the Butte County Fire Department's needs based on input from the Executive Staff and personal knowledge. Research grant funding opportunities from state, federal, and private funding sources that will meet our fire department's needs, apply for the funding, and hopefully mitigate the problem.

- From grants I have prepared and submitted, we have been awarded $9,378,125 in fire equipment for the Butte County Fire Department, and cities of Biggs and Gridley Fire Departments. Some of the items funded include Type 3 Fire Engines, two Rescue Squad, Personal Protective Equipment, Automatic External Defibrillators, Jaws of Life, Air Bags, an All-Terrain Vehicle, Self Contained Breathing Apparatus, Fire Investigation and Public Education Equipment, Thermal Imaging Cameras, additional Fire Station Staffing, Fire Prevention Handouts and Smoke Detectors (that we provide to the public free of charge).

- Voluntarily written successfully funded grants for the El Medio Fire Protection District for Personal Protective Equipment and Self Contained Breathing Apparatus in the amount of $114,330.00, and the Tehama County Fire Department for Personal Protective Equipment and Self Contained Breathing Apparatus for $863,884.00

- Completely redesigned the CAL FIRE model 14 wildland fire engine and built three of the new design urban-wildland interface fire engines for Butte County Fire Department. CAL FIRE later adopted the Butte County urban-wildland interface engine specifications as the new CAL FIRE model 34 engine.

- Competent in computer use, form building, spreadsheet building with Microsoft Office applications (Word, PP, Access, Excel), and Unit scheduling.

- Competent in multimillion-dollar multi-year grant budget management. I have significant experience with the County of Butte's budgeting, purchasing, reporting, and accounting processes. I have also been through several State and Federal grant audits.

California Department of Forestry and Fire Protection, Butte Unit

Fire Captain/Public Officer, Schedule B
February 28, 2000, to May 16, 2004

- Managed and supervised a one-engine CAL FIRE fire station and a volunteer fire company for one year and managed and supervised a two-engine CAL FIRE fire station, a CAL FIRE Lookout, and a volunteer fire company for three years. I provided training, direction, and supervision to all assigned employees in all aspects of the fire service, including, but not limited to, fire suppression, emergency medical procedures, safety awareness, pro-active customer service, facility and equipment maintenance, public education, and fire prevention. Provided all assigned employees with minimum standards for job performance, enforced the department policies and procedures in a fair, firm, and consistent manner, established employee accountability, and administered progressive discipline, as necessary.

- Performed and supervised employees while they performed Public Resources Code 4291 inspections, public education programs at schools and public gatherings, and California Code of Regulations Title 19 inspections.

- Performed and supervised employees while they performed facility, lookout, and vehicle maintenance.

- Competent in budget and petty cash management, personnel management, scheduling and employee evaluating, processing financial documents, pre-fire planning, developing automatic aid agreements, facility, and fire apparatus maintenance, computers and programs, emergency incident management, and pro-active customer service to the public and cooperating agencies.

- Incident Commander on all types of incidents as a company officer. I have also been assigned too many wildland fire incidents as a Division/Group Supervisor.

- Completely rewrote the Automatic Aid Agreement between the Butte County Fire Department and the Foothill Fire Protection District.

- As a Public Officer, I have written multiple citations for forestry and fire law violations.

- My supervisor described me (in my evaluations) as having outstanding skills and performance as a Fire Captain/Station Manager and my work product is always complete, accurate, neat, organized and completed promptly. My work habits including; taking independent action, meeting commitments, and analyzing situations exceeded my supervisor's standards for a Fire Captain. I was nominated and received two Superior Accomplishment Awards and the Fire Chiefs Values Award from CAL FIRE during this assignment.

California Department of Forestry and Fire Protection, Nevada-Yuba-Placer Unit

Fire Captain, Washington Ridge CC, California Youth Authority
June 15, 1998, to February 27, 2000

- Managed and supervised a 17 person, ICS type 1, Ward Fire Crew. I provided training, direction, and supervision to all assigned Wards in all aspects of the fire service, including but not limited to, fire suppression, hand line construction, structure protection, shaded fuel break construction, wildland fire rehab, safety awareness, snow removal, search and rescue operations, and facility/equipment maintenance.

- Provided training in vegetation management, basic building construction, landscaping, snow removal, and trail maintenance. I felt it was important to take the time to work with the Wards and try to motivate them, to be productive in society when they were paroled.

- My supervisor described me (in my evaluations) as having excellent organizational skills and my strengths as being my work habits, administrative ability, and attitude. I received three letters of appreciation from project sponsors during this assignment.

California Department of Forestry and Fire Protection, San Bernardino Unit

Fire Captain, Fenner Canyon CC, California Department of Corrections
October 20, 1997, to June 14, 1998

- Managed and supervised a 17 person, ICS type 1, Inmate Fire Crew. I provided training, direction, and supervision to all assigned Inmates in all aspects of the fire service, including but not limited to, fire suppression, hand line construction, structure protection, wildland fire rehab, safety awareness, shaded fuel break construction, flood control, and facility/equipment maintenance.

- Provided training in vegetation management, basic building construction, landscaping, snow removal, and trail maintenance.

California Department of Forestry and Fire Protection, Riverside Unit

Fire Apparatus Engineer, Schedule A
August 27, 1990, to October 19, 1997

- Worked my first two years in a relief position between the Pine Cove, Pinyon, and Garner Valley fire stations. I spent the remainder of my engineer time working at the Mead Valley Fire Station in Perris Valley. The Mead Valley Fire Station was a one-career engine Riverside County Fire Station with a volunteer fire company. The station responded to 2,600 plus calls per year. I provided training, direction, and supervision to all assigned employees in all aspects of the fire service including, but not limited to, fire suppression, emergency medical procedures, auto extrication, safety awareness, pro-active customer service, facility, and equipment maintenance, public education, and fire prevention. Provided all assigned employees with minimum standards for job performance, enforced the department policies, procedures, and protocols in a fair, firm, and consistent manner, established employee accountability, and administered progressive discipline as necessary.

- Incident commander on thousands of emergency incidents, including but not limited to initial and extended attack wildland fires and other complex incidents as a company officer.

- My supervisor in Pine Cove described me (in a letter of recommendation) as an asset to the department, a motivated and productive individual that gets a lot accomplished, and has always demonstrated initiative and a sincere effort to do the best job I can.

- My supervisor in Perris described me (in my evaluations) as being an outstanding engineer and doing an excellent job with station maintenance, station management, and incident management.

- My Battalion Chief described me (in a letter of recommendation) as being a strong supervisor that is consistently able to get his employees to want to do a good and complete job, and having good leadership and management skills, both at the fire station and incidents. He recommended me for any Fire Captain position I would compete for and stated "he will do a thorough, safe and professional job every time".

California Department of Forestry and Fire Protection, Fresno-Kings Unit

Firefighter II, Schedule A, Tranquility Fire Station
June 15, 1990, to August 26, 1990

California Department of Forestry and Fire Protection, Butte Unit

Firefighter I, Schedule B, Cohasset, and Harts Mill Fire Stations
June 13, 1987, to June 14, 1990

VOLUNTEER EXPERIENCE

Butte County Fire Department
Volunteer Firefighter/Luitenant/Engineer, Kelly Ridge Volunteer Fire Company
July 15, 2019, to Present

Spalding Community Services District
Board Director
July 1, 2017, to August 27, 2021

Spalding Fire Department
Volunteer Firefighter/Engineer
April 1, 2015, to Present

City of Banning Police Department
Reserve Police Officer (Community Service)
August 1, 1994, to October 1, 2000

- Volunteered between 60 and 120 hours per month to the reserve program. After the completion of a Field Training Officer (FTO) program, I was appointed as a Level 1 Reserve Police Officer. Level 1 Reserve Police Officers work alone as a regular officer. I promoted through the Reserve Police Officer ranks holding the positions of Reserve Officer, Sergeant, and Lieutenant.

- I also spent time working in the Police and Fire dispatch center and was assigned for 1 year to the Detective Bureau doing follow up work on active criminal cases. As Lieutenant, I supervised up to 15 Reserve Police Officers in all aspects of law enforcement. I wrote hundreds of citations, made many misdemeanor and felony arrests with convictions, and testified many times in court.

- My supervisor described me (in a letter of recommendation) as being a professional and outstanding member of the Banning Police Department Reserve Unit and someone that could be counted on in any situation. I received a standard evaluation, the Hot Pencil Award, a Letter of Commendation, and the Reserve Police Officer of the Year Award.

Butte County Fire Department
Volunteer Firefighter, Kelly Ridge Volunteer Fire Company
January 11, 1987, to June 14, 1990

California Department of Forestry and Fire Protection, Butte Unit
Volunteer in Fire Prevention
November 1, 1986, to June 14, 1990

City of Oroville Fire Department
Fire Explorer
January 11, 1983, to Jan 11, 1987
#

COMMITTEES, CADRES & TEAMS

- Volunteer SOP Committee Chair (2009 – Present)
- PPE Committee Member (2010 – 2016)
- Volunteer Training Committee Chair (2010 – 2014)
- Operational Reductions Committee (2009)
- CAL FIRE Incident Command Team Application. Submitted my CAL FIRE incident command team application on 6/5/12 and again on 3/1/13. Would like to be assigned to a command team as a Safety Officer type 1 Trainee or Operations Section Chief Type 1 Trainee. I am currently not on a team however over the past 2 years I have filled in several times for unavailable team folks and I have been name requested to assist team 2 several times.

LETTERS & AWARDS

Firefighter of the Year	(BCFD 2004)
Director's Superior Accomplishment Award	(CAL FIRE 2003)
Unit Chief's Values Award	(CAL FIRE 2003)
Director's Superior Accomplishment Award	(CAL FIRE 2002)
Letter of Commendation	(BPD July 1997)
Reserve Police Officer of the Year	(BPD 1996)

PROFESSIONAL AFFILIATIONS & MEMBERSHIPS

International Association of Arson Investigators	(2005 – 2008)
California Conference of Arson Investigators	(2005 – 2008)
California State Firefighters Association	(1987 – 2019)
International Association Firefighters	(1987 – 2019)
CAL FIRE Firefighters	(1987 – 2019)
Butte County Training Officers Association	(2008 - 2013)
Butte County Arson Taskforce	(2004 to 2008)

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CERTIFICATIONS, TRAINING, AND EDUCATION

Professional Certifications

Certified Fire Investigator 1	(CFSTES, #880845, 1992)
Certified Fire Prevent Officer	(CFSTES, #160-2743, 2007)
Certified Firefighter 1	(CFSTES, #023327, 1992)
Certified Firefighter 2	(CFSTES, #008551, 1992)
Certified Driver/Operator 1	(CFSTES, #012550, 1992)
Certified Fire Instructor 1	(CFSTES, #092774, 2004)
Certified Fire Officer	(CFSTES, #019666, 2005)

Incident Management Training

Incident Management I	(CAL FIRE 1991)
Incident Management II	(CAL FIRE 1997)
Incident Management III	(CAL FIRE 2001)
ICS-200 – Basic ICS	(NFA 1991)
ICS-300 – Intermediate ICS	(CAL FIRE 2004)
ICS-400 – Advanced ICS	(CAL FIRE 2009)
Fire Control IV -Controlling Ignitable Flammable Liquids	(CFSTES 1994)
S-290 – Intermediate Fire Behavior	(CAL FIRE 1991)
S-390 – Fire Behavior Calculations	(CAL FIRE 2009)
Fire Command 1A – Company Officer Operations	(CFSTES 1991)
Fire Command 2A – Command Tactics at Major Fires	(CFSTES 2012)
Fire Command 2B – Management of HazMat Incidents	(CFSTES 2012)
Fire Command 2C – Highrise Firefighting Tactics	(CFSTES 2013)
Fire Command 2D – Planning for Large Scale Disasters	(CFSTES 2013)
Hazardous Materials FRO	(CAL FIRE Current)
Basic Firefighter Academy	(CAL FIRE 1987

Fire Prevention Training

Fire Prevention 1A – Introduction to Fire Prevention	(CFSTES 1994)
Fire Prevention 1B – Fire Prevention Practices	(CFSTES 2001)
Fire Prevention 1C – Flammable Liquids and Gases	(CFSTES 2006)
Statues & Regulations	(CFSTES 2008)

Investigations & Law Enforcement Training

POST Basic Academy – 20 weeks	(POST, #B123871, 2005)
Fire Investigation 1A – Fire Origin and Cause	(CFSTES 1991)
Fire Investigation 1B – Techniques of Fire Investigation	(CFSTES 1992)
Reserve Officer Certificate	(POST, #R11710, 1996)
Keys to Proper Fire Investigation	(CCAI 2005)
Surveillance	(CAL FIRE 2005)
Advanced Fire and Arson Investigation	(CCAI 2007)
Advanced Fire and Arson Investigation	(CCAI 2008)
Prevention and Response to Suicide Bombings	(NM Tech 2007)
Incident Response to Terrorist Bombings	(NM Tech 2007)
Terrorism Consequence Management Course	(CFFJAC 2012)
Bomb & Explosives Awareness	(CAL FIRE 2001)
Fire Scene Documentation	(CDAA 2007)

Rescue Training

Swift Water Rescue Tech 1	(Rescue 3 1995)
Swift Water Rescue Tech 2	(Rescue 3 1995)
River & Flood Water Rescue	(FSTES 1995)
Basic Truck Operations	(BCFD 2011)
Highrise Operations	(BCFD 2012)
Rescue Systems 1	(CAL FIRE 2008)
Tree Climbing & Tree Work	(CAL FIRE 1997)
Chain Saw Bench Class	(CAL FIRE 1999)
Bucking & Felling	(CAL FIRE 1999)
Auto Extrication 1	(CFSTES 2003)
Low Angle Rescue	(FSTES 1997)

Incident Command System Qualifications

I-334 Strike Team Leader Engine	**(CFSTES 1994)**
Strike Team Leader	(Qualified)
Task Force Leader	(Qualified)
I-339 Division Group Supervisor	**(FSTES 2010)**
Division Group Supervisor	(Qualified)
S-404 Safety Officer	**(CFSTES 1985)**
Safety Officer Type 2 & Line	(Qualified)
Safety Officer Type 1	(Trainee)
S-430 Operation Section Chief	**(CAL FIRE 2010)**
Operations Section Chief Type 2	(Qualified)
Operations Section Chief Type 1	(Trainee)
Branch Director	(Qualified)
Type II Wildland Incident Commander	(Qualified)
FI-210, Wildland Fire Investigation	**(CAL FIRE 2005)**
Type III Wildland Fire Investigator	(Qualified 2006)

Personnel Management

Affirmative Action	(CAL FIRE Current)
Management/Development 1	(CAL FIRE 1993)
Basic Crew Captain #26, Module 1	(CAL FIRE 1998)
Skelly Officer	(CAL HR 2016)
Progressive Discipline & Adverse Actions	(CAL FIRE 2009)

Miscellaneous Training

Fire Tech AS Degree	(Complete 40+ Units)
Basic Fire Control	(CAL FIRE 1990)
Fire Instructor 1A – Instructional Techniques Part 1	(CFSTES 2003)

Fire Instructor 1B – Instructional Techniques Part 2	(CFSTES 2003)
C-234, Intermediate Firing	(CAL FIRE 2007)
NIMS-700 – Intro to National Incident Management System	(FEMA 2007)
NIMS-800 – Introduction to National Response Plan	(FEMA 2007)
Fire Management 1	(CFSTES 1993)
Fire Management 2A – Org Development & Human Relation	(CFSTES 2013)
Fire Management 2B – Fire Service Financial Management	(CFSTES 2014)
Fire Management 2C – Personnel and Labor Relations	(CFSTES 2014)
Fire Management 2D – Strategic Planning	(CFSTES 2014)
Emergency Medical Technician	(CA EMSA #E070863 1998)
Cardiopulmonary Resuscitation	(CAL FIRE Current)
Supervision 5 – Exceptional Leadership	(CAL FIRE 2017)
California Conference of Arson Investigators Train Seminar	(CCAI 2007, 2008)
CA FF Joint Apprenticeship Committee – Fire App Engineer	(CFFJAC 1993)
S-212 Wildland Power Saws	(NWCG 2007)
Class B Commercial DL	(DMV Current)
Las Plumas HS Diploma	(1987)
Command & Control of the RIC	(FSTES 2012)

ABBREVIATION LEGEND

BCFD – Butte County Fire Department
BPD – Banning Police Department
CA EMSA – California Emergency Medical Services Authority
CAL FIRE – California Department of Forestry & Fire Protection
CCAI – California Conference of Arson Investigators
CDAA – California District Attorneys Association
CFFJAC – California Firefighter Joint Apprenticeship Committee
CFSTES – California Fire Service Training & Education System
FEMA – Federal Emergency Management Agency
FSTES – Fire Service Training & Education System
NFA – National Fire Academy
NM Tech – New Mexico Tech College
POST – Peace Officer Standards Training

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR REYNOLDS AND COUNCIL MEMBERS**

FROM: **RUTH WRIGHT, FINANCE DIRECTOR**
CONNOR MUSLER, ASSISTANT PLANNER

RE: **PROPOSED ANNEXATION OF TERRITORY INTO THE CITY'S ASSESSMENT DISTRICTS**

DATE: **JANUARY 4, 2022**

SUMMARY

The City previously formed several maintenance districts to serve as a funding source to pay for the maintenance and servicing of certain improvements within certain residential housing tracts located throughout the City. The Consolidated Landscape and Lighting Maintenance assessment District (the "LLMAD") funds landscape and lighting improvements; the Consolidated Benefit Assessment District (the "BAD") that funds drainage and storm water improvements and related services. The City also manages Community Facilities District No. 2006-1 and Community Facilities District No. 2006-2 (the CFD's"). Those Districts provide fire, police and emergency services facilities and services, respectively. The Council will consider annexing the Village at Ruddy Creek development into these assessment districts.

DISCUSSION

Tonight we are here to start the process of annexing a new housing tract into each of the Districts. The tract is the Village at Ruddy Creek development located on the southeast corner of Feather River Avenue and 18th Street. The improvements to be maintained in the Ruddy Creek tract are similar to the improvements already being maintained in the Districts

In order to annex Ruddy Creek into the Districts, there are certain legal requirements we must follow. The requirements for annexing into the BAD and the LLMAD are identical and include the following steps:

1. Adopt a City Council Resolution to Initiate Proceedings
2. Create and adopt an Engineer's Report for the Annexation
3. Send Assessment Ballot(s) and Notice(s) to all property owners in the Annexation
4. Conduct a Public Hearing

5. Tabulate returned Assessment Ballots
6. Adopt a City Council Resolution Ordering the Annexation

Steps 1 and 2 above are being presented tonight. Should the City Council decide to move forward with the Annexations, Step 3 will be completed within the next week. The remaining steps will be addressed at a future next Council meeting, currently scheduled for February 15, 2022.

The requirements for annexing into the CFD's include the following steps:

1. Adopt a City Council Resolution Announcing Intent to Annex
2. Send Property Owner Ballot(s) and Notice(s)
3. Conduct a Public Hearing
4. Tabulate returned Ballots
5. Adopt a City Council Resolution of Annexation
6. Adopt a City Council Resolution Announcing Results of a Ballot Procedure

Step 1 above is being presented tonight. Should the City Council decide to move forward with the Annexations, Step 2 will be completed within the next week. The remaining steps will be addressed at a future next Council meeting, currently scheduled for February 15, 2022.

FISCAL IMPACT

There is no fiscal impact to the City. Districts are designed to pay for themselves and there should be no impact on the City's General Fund.

RECOMMENDATION

1. Adopt Resolution No.-9015, Resolution of Initiating Proceedings for the Annexation of Territory into the Consolidated Landscape and Lighting Maintenance Assessment District
2. Adopt Resolution No.9016, Resolution of Initiating Proceedings for the Annexation of Territory into the Consolidated Benefit Assessment District
3. Adopt Resolution No.9017, Resolution Declaring Intention to Annex Territory into the Consolidated Landscape and Lighting Maintenance Assessment District
4. Adopt Resolution No.9018, Resolution Declaring Intention to Annex Territory into the Consolidated Benefit Assessment District
5. Adopt Resolution No.9019, Resolution Announcing Intent to Annex Territory into Community Facilities District 2006-1 and Community Facilities District 2006-2

ATTACHMENTS

Resolutions
Preliminary Engineer's Reports
Sample Ballots & Notices

CITY OF OROVILLE
RESOLUTION NO. 9015

A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS FOR THE ANNEXATION OF TERRITORY INTO THE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2022/23

WHEREAS, the City Council of the City of Oroville (the "City"), pursuant to the provisions of the Landscaping and Lighting Act of 1972, Division 15, Part 2 of the California Streets and Highways Code (the "Act"), desires to initiate proceedings for the annexation of territory (the "Annexation") into the City's Consolidated Landscape and Lighting Maintenance Assessment District (the "District"), and to levy and collect annual assessments for parcels within the Annexation commencing in Fiscal Year 2022/23, to pay for the operation, maintenance, and servicing lighting and landscaping improvements and related services, including all appurtenant facilities related thereto; and

WHEREAS, pursuant to the Act, proceedings for the annexation of territory into an assessment district shall be initiated by resolution and that resolution shall generally describe the improvements to be maintained within the Annexation and order the engineer to prepare and file a report; and

WHEREAS, the City has retained Harris & Associates for the purpose of assisting with the Annexation, the establishment of annual assessments, and to prepare and file reports with the City Clerk concerning the Annexation, and the proposed annual levy of assessments in accordance with the Act and the provisions of the California Constitution Article XIIID (the "Constitution"); and

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Oroville:

Section 1 That the foregoing recitals are true and correct; and

Section 2 That the City proposes to annex the development known as the **"Village at Ruddy Creek"** into the District, and to levy and collect annual assessments within the Annexation commencing in Fiscal Year 2022/23 to pay for the operation, maintenance, and servicing of local landscape and lighting improvements, including all appurtenant facilities related thereto; and

Section 3 That the Annexation, as described in the Report, consists of the lots and parcels of land that will receive special benefits from the improvements and services provided and are within boundaries of the City. Refer to the Report for a more complete description of these lots and parcels of land. Said Report is made part of this Resolution; and

Section 4 That the improvements for which the Annexation is proposed to be assessed generally include, but are not limited to, landscaping and street lighting improvements; and

Section 5 That Harris & Associates is designated by this Council as the Engineer of Work for the Annexation and is hereby directed to prepare and file with the City, an Engineer's Report concerning the Annexation to the District and the annual levy of assessments in accordance with the requirements of the Act.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on January 4, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

Scott Huber, City Attorney

ATTEST:

Jackie Glover, Assistant City Clerk

CITY OF OROVILLE
RESOLUTION NO. 9016

A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS FOR THE ANNEXATION OF TERRITORY INTO THE CONSOLIDATED BENEFIT ASSESSMENT DISTRICT FOR FISCAL YEAR 2022/23

WHEREAS, the City Council of the City of Oroville (the "City"), pursuant to the provisions of the Benefit Assessment Act of 1982, Section 5 of the California Government Code, beginning with Section 54703 (the "Act"), desires to initiate proceedings for the annexation of territory (the "Annexation") into the City's Consolidated Benefit Assessment District (the "District"), and to levy and collect annual assessments for parcels within the Annexation commencing in Fiscal Year 2022/23 to pay for the operation, maintenance, and servicing of drainage and storm water improvements and related services, including all appurtenant facilities related thereto; and

WHEREAS, pursuant to the Act, proceedings for the annexation of territory into an assessment district shall be initiated by resolution and that resolution shall generally describe the improvements to be maintained within the Annexation and order the engineer to prepare and file a report; and

WHEREAS, the City has retained Harris & Associates for the purpose of assisting with the Annexation, the establishment of annual assessments, and to prepare and file a report with the City Clerk concerning the Annexation, and the proposed annual levy of assessments in accordance with the Act and the provisions of the California Constitution Article XIIID (the "Constitution"); and

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Oroville:

Section 1 That the foregoing recitals are true and correct; and

Section 2 That the City proposes to annex the development known as the **"Village at Ruddy Creek"** into the District, and to levy and collect annual assessments within the Annexation commencing in Fiscal Year 2022/23 to pay for the operation, maintenance, and servicing of drainage and storm water improvements and services, including all appurtenant facilities related thereto; and

Section 3 That the Annexation, as described in the Report, consists of the lots and parcels of land that will receive special benefits from the improvements and services provided and are within boundaries of the City. Refer to the Report for a more complete description of these lots and parcels of land. Said Report is made part of this Resolution; and

Section 4 That the improvements for which the Annexation is proposed to be assessed generally include, but are not limited to, drainage and storm water improvements; and

Section 5 That Harris & Associates is designated by this Council as the Engineer of Work for the Annexation and is hereby directed to prepare and file with the City, an Engineer's Report concerning the Annexation to the District and the annual levy of assessments in accordance with the requirements of the Act.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on January 4, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

Scott Huber, City Attorney

ATTEST:

Jackie Glover, Assistant City Clerk

RESOLUTION NO. 9017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE DECLARING ITS INTENTION TO ANNEX TERRITORY INTO THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT AND TO LEVY ANNUAL ASSESSMENTS THEREIN, COMMENCING WITH FISCAL YEAR 2022/23

WHEREAS, the City Council of the City of Oroville ("City"), pursuant to the provisions of the Landscaping and Lighting Act of 1972, Division 15, Part 2 of the California Streets and Highways Code (the "Act") did by previous resolution, initiate proceedings for the annexation of territory (the "Annexation"), into the City's Consolidated Landscape and Lighting Maintenance Assessment District (the "District"), and to levy and collect annual assessments for the Annexation commencing in Fiscal Year 2022/23 to pay for the operation, maintenance, and servicing of local landscape and lighting improvements, including all appurtenant facilities related thereto; and

WHEREAS, the City has retained Harris & Associates as the Engineer of Work for the purpose of preparing and filing an Engineer's Report ("Report") with the City Clerk concerning the Annexation and the proposed annual levy of assessments in accordance with the provisions of Chapter 1, Article 4 of the Act and the provisions of the California Constitution Article XIIID (the "Constitution"); and

WHEREAS, the City desires and intends to annex the development known as the "Village at Ruddy Creek" into the District, to levy and collect annual assessments for the Annexation commencing in Fiscal Year 2022/23 to pay for the operation, maintenance, and servicing of the local landscape and lighting improvements, including all appurtenant facilities related thereto; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Oroville:

1. That the foregoing recitals are true and correct.

2. That the Report prepared by Harris and Associates, attached hereto and incorporated as part of this Resolution, consists of the following:

- A Description of the Improvements (Plans and Specifications),
- The Method of Apportionment that details the method of calculating the proportional special benefits and the annual assessment obligation for each affected parcel including a description of an "Assessment Range Formula" applicable to subsequent assessments,
- The Estimate of Cost and Expenses to provide the improvements and services that establishes the proposed "Maximum Assessment Rate" and first year's assessments, An Assessment/Annexation Diagram,
- An Assessment Roll containing the assessment to be levied for each Assessor Parcel Number within the Annexation, commencing in Fiscal Year 2022/23 based on the assessment rate and method of apportionment described therein.

3. That the Annexation as described in the Report consists of the lots and parcels of land that will receive special benefit from the improvements and services to be provided and are within boundaries of the City of Oroville. Refer to the Report for a more complete description of these lots and parcels of land. Said Report is made part of this Resolution.

4. That the improvements for which the Annexation is proposed generally include, but are not limited to, street lighting and landscaping.

5. That Notice is hereby given that a public hearing on these matters will be held by the City Council on Tuesday, February 15, 2022, at 5:15 P.M., or as soon thereafter as feasible, in the City Council Chambers, located at, 1735 Montgomery Street, Oroville, CA. At the Public Hearing, all interested persons shall be afforded the opportunity to hear and be heard.

6. That City Clerk or their designee is hereby authorized and directed to prepare and mail notice of the Public Hearing and property owner Official Assessment Ballot to the subject property owners regarding the proposed Annexation, levy of the assessments and the assessment range formula outlined in the Engineer's Report, pursuant to Article XIIID of the California Constitution and Government Code section 53753.

7. That the Official Assessment Ballot proceeding conducted for the Annexation shall constitute the property owner's approval or rejection of the proposed levy of assessments, assessment range formula and Annexation into the District. Each landowner may return the ballot by mail or in person to the City Clerk not later than the conclusion of the Public Hearing on Tuesday, February 15, 2022. After the close of the Public Hearing, the City shall tabulate the ballots returned to determine if majority protest exits. The ballots shall be weighted according to the proportional financial obligation of each affected property. Majority protest exists if, upon the conclusion of the hearing, ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment.

8. The assessments are proposed to be levied annually. If the proposed assessments are approved and confirmed by the City Council, the assessments may increase in future years by an amount equal to the annual (February to February) percentage increase of the Local Consumer Price Index (“CPI”) for All Urban Consumers, for the San Francisco-Oakland-Hayward Area. In each subsequent year in which the assessments will be levied, an updated Engineer’s Report, including a proposed budget and assessment rate, shall be prepared.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on January 4, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

Scott Huber, City Attorney

ATTEST:

Jackie Glover, Assistant City Clerk

CITY OF OROVILLE
RESOLUTION NO. 9018

A RESOLUTION OF THE CITY COUNCIL DECLARING ITS INTENTION TO ANNEX TERRITORY INTO THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT AND TO LEVY ANNUAL ASSESSMENTS THEREIN, COMMENCING WITH FISCAL YEAR 2022/23

WHEREAS, the City Council of the City of Oroville ("City"), pursuant to the provisions of the Benefit Assessment Act of 1982, Section 5 of the California Government Code, beginning with Section 54703 (the "Act") did by previous resolution, initiate proceedings for the annexation of territory (the "Annexation") into the City's Consolidated Benefit Assessment District (the "District"), and to levy and collect annual assessments for parcels in the Annexation commencing in Fiscal Year 2022/23, to pay for the operation, maintenance, and servicing of local drainage and storm water improvements and related services, including all appurtenant facilities related thereto; and

WHEREAS, the City has retained Harris & Associates as the Engineer of Work for the purpose of preparing and filing an Engineer's Report ("Report") with the City Clerk concerning the Annexation and the proposed annual levy of assessments in accordance with the provisions of Chapter 1, Article 4 of the Act and the provisions of the California Constitution Article XIIID (the "Constitution"); and

WHEREAS, the City desires and intends to annex the development known as the "Village at Ruddy Creek" into the District, to levy and collect annual assessments within the Annexation commencing in Fiscal Year 2022/23 to pay for the operation, maintenance, and servicing of the local drainage and storm water improvements and related services, including all appurtenant facilities related thereto; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Oroville:

1. That the foregoing recitals are true and correct.

2. That the Report prepared by Harris and Associates, attached hereto and incorporated as part of this Resolution, consists of the following:

- A Description of the Improvements (Plans and Specifications),
- The Method of Apportionment that details the method of calculating the proportional special benefits and the annual assessment obligation for each affected parcel, including a description of an "Assessment Range Formula" applicable to subsequent annual assessments,
- The Estimate of Costs and Expenses to provide the improvements and services that establishes the proposed "Maximum Assessment Rate" and first year's assessments,
- An Assessment/Annexation Diagram,
- An Assessment Roll containing the assessment to be levied for each Assessor Parcel Number within the Annexation commencing in Fiscal Year 2022/23, based on the assessment rate and method of apportionment described therein.

3. That the Annexation as described in the Report consists of the lots and parcels of land that will receive special benefit from the improvements and services to be provided and are within boundaries of the City of Oroville. Refer to the Report for a more complete description of these lots and parcels of land. Said Report is made part of this Resolution.

4. That the improvements for which the Annexation is proposed generally include, but are not limited to, drainage and storm water improvements and related services.

5. That Notice is hereby given that a public hearing on these matters will be held by the City Council on Tuesday, February 15, 2022, at 5:15 P.M., or as soon thereafter as feasible, in the City Council Chambers, located at, 1735 Montgomery Street, Oroville, CA. At the Public Hearing, all interested persons shall be afforded the opportunity to hear and be heard; and

6. That City Clerk or their designee is hereby authorized and directed to prepare and mail notice of the Public Hearing and property owner Official Assessment Ballot to the subject property owners regarding the proposed Annexation, levy of the assessments and the assessment range formula outlined in the Engineer's Report, pursuant to Article XIIID of the California Constitution and Government Code section 53753.

7. That the Official Assessment Ballot proceeding conducted for the Annexation shall constitute the property owner's approval or rejection of the proposed levy of assessments, assessment range formula and Annexation into the District. Each landowner may return the ballot by mail or in person to the City Clerk not later than the conclusion of the Public Hearing on Tuesday, February 15, 2022. After the close of the Public Hearing, the City shall tabulate the ballots returned to determine if majority protest exits. The ballots shall be weighted according to the proportional financial obligation of each affected property. Majority protest exists if, upon the conclusion of the hearing, ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment.

8. The assessments are proposed to be levied annually. If the proposed assessments are approved and confirmed by the City Council, the assessments may increase in future years by an amount equal to the annual (February to February) percentage increase of the Local Consumer Price Index (“CPI”) for All Urban Consumers, for the San Francisco-Oakland-Hayward Area. In each subsequent year in which the assessments will be levied, an updated Engineer’s Report, including a proposed budget and assessment rate, shall be prepared.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on January 4, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

Scott Huber, City Attorney

ATTEST:

Jackie Glover, Assistant City Clerk

CITY OF OROVILLE
RESOLUTION NO. 9019

A RESOLUTION OF THE CITY COUNCIL DECLARING INTENT TO ANNEX TERRITORY INTO COMMUNITY FACILITIES DISTRICT NO. 2006-1 (WESTSIDE PUBLIC SAFETY FACILITIES) COMMUNITY FACILITIES DISTRICT NO. 2006-2 (WESTSIDE PUBLIC SAFETY SERVICES), VILLAGE AT RUDDY CREEK ANNEXATION AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN

THE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, the Council has conducted proceedings for and has established the City of Oroville Community Facilities District No. 2006-1 (Westside Public Safety Facilities) and Community Facilities District No. 2006-2 (Westside Public Safety Services), the "Districts"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), constituting Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code; and,

WHEREAS, under the Act, the Council, as the legislative body for the Districts, is empowered with the authority to annex territory to the Districts and to authorize the levy of special taxes therein, now desires to undertake proceedings to annex territory to the Districts and to authorize the levy of special taxes therein.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE COUNCIL AS FOLLOWS:

Section 1 Findings. The Council finds that:

(a) The foregoing recitals are true and correct; and,

(b) **Annexation and Levy of Special Taxes:** The Council hereby finds and determines that public convenience and necessity require that territory be added to the Districts and the levy of special taxes authorized therein; and,

(c) **Name of Existing Districts:** The name of the existing Districts are "City of Oroville Community Facilities District No. 2006-1 (Westside Public Safety Facilities)" and "Community Facilities District No. 2006-2 (Westside Public Safety Services)"; and,

(d) **Territory:** The territory included in the original Districts area is as shown on the Maps of Assessment and Community Facilities Districts, in the office of the County Recorder of the County of Butte (the "County Recorder:) to which map reference is hereby made;

The territory now proposed to be annexed to the Districts is shown on the Annexation Map No. 1 of the Districts on file with the City Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars.
The City Clerk is hereby directed to cause to be recorded said Annexation Map No. 1 of the Districts in the office of the City Clerk, at minimum, fifteen (15) days prior to the Public Hearing for said Annexation.

(e) **Special Tax:** Except to the extent that funds are otherwise available to the Districts to pay for the authorized improvements, a special tax sufficient to pay the costs thereof, secured by recordation of a continuing lien against all non-exempt property in the Districts (including the property being annexed thereto), will be levied annually within the Districts and collected in the same manner as ordinary ad valorem property taxes, or in such other manner as the Council shall determine, including direct billing of the affected property owners. The rate and method of apportionment of the special tax among the parcels of real property within the Districts, as now in existence and following the annexation proposed herein, in sufficient detail to allow each landowner within the territory proposed to be annexed to the Districts to estimate the maximum amount such owner will have to pay, are described in Exhibit A to the Resolution of Intention; and,

(f) **Public Hearing:** Monday, February 15, 2022 at 9019 p.m., in the regular meeting place of the Council, City Hall, Council Chambers, 1735 Montgomery Street, Oroville, California, be, and the same are hereby appointed and fixed as the time and place when and where the Council, as legislative body for the Districts, will conduct a public hearing on the annexation of territory to the Districts where all interested persons for or against the annexation of territory or the levying of special taxes within the territory proposed to be annexed will be heard and will consider and finally determine whether the public interest, convenience and necessity require said annexation of territory to the Districts and the levy of said special tax therein; and,

(g) **Notice of Hearing:** The City Clerk is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper of general circulation in the area of the Districts. The publication of said notice shall be completed at least seven (7) days before the date herein set for said hearing. The notice shall be substantially in the form attached hereto as Exhibit B to the Resolution of Intention.

Section 2 Intention. The Council declares that it intends to annex territory to the Districts and levy said special taxes therein.

Section 3 Public Hearing. The Council sets the Public Hearing for February 15, 2022.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on January 4, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

Scott Huber, City Attorney

ATTEST:

Jackie Glover, Assistant City Clerk

CITY OF OROVILLE

ENGINEER'S REPORT FOR CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT VILLAGE AT RUDDY CREEK ANNEXATION – ZONE 18

JANUARY 2022

PREPARED BY
Harris & Associates
22 Executive Park, Suite 200
Irvine, CA 92614
www.weareharris.com

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STATEMENT OF ASSESSMENT ENGINEER

AGENCY: **CITY OF OROVILLE**

PROJECT: **ANNEXATION OF THE VILLAGE AT RUDDY CREEK**
CONSOLIDATED BENEFIT ASSESSMENT DISTRICT

TO: **CITY COUNCIL**
CITY OF OROVILLE
COUNTY OF BUTTE
STATE OF CALIFORNIA

ENGINEER'S ANNEXATION REPORT

Pursuant to the provisions of Section 22565 through 22574 of the Landscaping and Lighting Act of 1972 ("1972 Act"), said Act being Part 2 of Division 15 of the Streets and Highways Code of the State of California, Section 4 of Article XIII D of the California Constitution ("Proposition 218"), and direction from the City Council of the City of Oroville, I submit herewith the following Engineer's Annexation Report ("Report").

This Report provides for the annexation of the Village at Ruddy Creek development into the City's Consolidated Benefit Assessment District, and establishes the Maximum Assessment to be levied in the fiscal year commencing on July 1, 2022 and ending on June 30, 2023, and continuing in all subsequent years, for this area to be known and designated as:

The Village at Ruddy Creek Annexation – Zone 18
Consolidated Landscape and Lighting Maintenance Assessment District

(Hereinafter referred to as the "District"),

I, Alison Bouley, authorized representative of the District, the duly appointed Assessment Engineer, submit the following Report consisting of the following three (3) parts and Appendices:

PART I

PLANS AND SPECIFICATIONS

This part provides a general description of improvements proposed to be maintained and serviced in the Annexation. Plans and specifications for the improvements are on file at the City offices.

PART II

ESTIMATE OF COSTS

This part contains the cost estimate to maintain and service the improvements to be installed for the Annexation, including incidental costs and expenses, for Fiscal Year 2022-23.

PART III

METHOD OF ASSESSMENT

The method of apportionment of assessments, indicating the proposed assessment of the net amount of the costs and expenses of the improvements to be assessed upon the several lots and parcels of land within the Annexation in proportion to the estimated benefits to be received by such lots and parcels.

Appendices

Appendix A – Annexation Diagram
Appendix B – Assessment Roll
Appendix C – Waiver and Consent

In conclusion, it is my opinion that the costs and expenses of the Annexation have been assessed to the lots and parcels within the boundaries of the Annexation in proportion to the estimated benefits to be received by each lot or parcel from the services provided.

DATED this ____ day of _____ 2022



_____

Alison Bouley, P.E., Assessment Engineer
R.C.E. No. C61383
Engineer of Work
State of California

PART I – PLANS AND SPECIFICATIONS

Purpose

The Annexation is proposed to provide certain improvements and services specifically within, and related to, the Village at Ruddy Creek development. As part of the District, parcels in the Annexation will be assessed for the annual costs to maintain and service the improvements (the "Improvements") listed below.

The plans and specifications for the Improvements, showing the general nature, location and the extent of the Improvements, are on file with the City and are by reference herein made a part of this report.

Location of the Annexation

The Village at Ruddy Creek is located on the southeast corner of Feather Avenue and 18th Street, north of the Ghianda Heights Unit #2 development. The Annexation will consist of 97 single-family residential lots when developed.

- Assessor Parcel Number(s) as of the date of this Report:

  030-360-091 (6.27 acres) and 030-360-092 (17.70 acres)

Description of Improvements and Services

The District provides funding for the maintenance and servicing of the following Improvements and includes all appurtenant facilities, personnel and equipment required to properly maintain and service said Improvements:

- Landscape maintenance at the entrances of the tract, off 18th Street and Feather Avenue.
- Street lighting within the interior of the tract.
- Sidewalks within the interior of the tract.
- Utilities – Water for landscaping improvements.
- Utilities – Electricity for streetlights and irrigation systems.
- Irrigation Materials (sprinklers, lines, controllers, etc.)
- Plant Materials (includes trees, shrubs, bushes and turf).

The assessments collected may also fund any and all incidental expenses in connection therewith, all as more particularly authorized pursuant to the 1972 Act.

PART II –ESTIMATE OF COSTS

The Fiscal Year 2022-23 Estimated Budget for the Annexation is shown on the following page. Section 22569(a) of the 1972 Act provides that estimate of costs includes the total cost of improvements to be made for the year, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses. This may include an operating reserve which shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later.

DIRECT COSTS	
Utilities – Water	$550.00
Utilities – Electricity	$500.00
Streetlight Maintenance	$350.00
Sidewalks	$250.00
Irrigation Materials	$300.00
Plant Materials	$500.00
Weed Abatement	$2,500.00
Personnel – Parks & Trees	$1,500.00
Personnel – Public Works	$2,500.00
Direct Costs Sub-Total	**$8,950.00**
INDIRECT COSTS	
CLLMAD Annual Administration Fee	$1,000.00
Maintenance Contracts	$0.00
City Personnel/Parks & Trees/New Park Tech II	$3,200.00
Truck/Equipment	$625.00
County Administration Fee – $0.30 per parcel	$29.10
Advertising	$15.00
Rounding Adjustment	$0.46
Indirect Costs Sub-Total	**$4,869.56**
SUB-TOTAL COSTS	**$13,819.56**
Contingency Reserve – 20 % of Total Costs	$2,763.91
TOTAL COSTS	**$16,583.47**
Estimated Reserve Fund Beginning Balance (7/1/2022)	$0.00
2022-23 Reserve Contribution/Reduction	$1,658.35
Estimated Reserve Fund Ending Balance (6/30/2023)	**$1,658.35**
2022-23 TOTAL ASSESSMENT	**$18,241.82**
Total Number of Assessable Parcels	97
2022-23 MAXIMUM ASSESSMENT PER PARCEL	**$188.06**

PART III – METHOD OF ASSESSMENT

Method of Assessment

The following is a brief description of the manner in which the annual assessments will be apportioned to each parcel in the Annexation and is consistent with the original method of assessment for the District.

General

The 1972 Act permits the establishment of assessment Districts by cities for the purpose of providing certain public improvements which include the construction, maintenance and servicing of street lights and landscaping facilities.

Street and Highways Code Section 22573 requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

> *The net amount to be assessed upon lands within an assessment District may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.*

The 1972 Act permits the designation of areas of benefit within any individual assessment District if "…by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax."

In addition, Proposition 218 (Prop. 218), the "Right to Vote on Taxes Act" which was approved on the November 1996 Statewide ballot and added Article XIIID to the California Constitution, requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Prop. 218 provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. Prop. 218 also requires that publicly owned property which benefit from the improvements be assessed, unless that parcel can show no benefit from the improvements.

Special Benefit

Special Benefit from Landscape Maintenance

All parcels within the Annexation receive special benefit from Landscape Improvements. Trees, landscaping, hardscapes, ornamental structures and appurtenant facilities, if well maintained, confer a particular and distinct special benefit upon real property within the District by providing beautification, shade and positive enhancement of the community character, attractiveness and desirability of the surroundings. In addition, all of the aforementioned contributes to a specific increase in property desirability and a specific enhancement of the property within the District.

Special Benefit from Street Lighting Maintenance

All parcels within the Annexation receive special benefit from Street Lighting Improvements. The special benefit from street lighting can be measured by increased safety to people and property, as well as the increased availability of lighting. The safety to people results in a special benefit to residential parcels because street lighting improves traffic safety during ingress to and egress from the property and creates a deterrent to crime against people on the property. The safety to property results in a special benefit to both residential and vacant non-developable parcels because street lighting operation, maintenance and servicing provides for the protection of buildings and personal property against crimes such as theft and vandalism.

It has been determined that the ongoing maintenance, servicing and operation of the Improvements provide no measurable benefit to properties outside the Annexation or to the public at large, but clearly provide distinct and special benefits to properties within the Annexation.

One hundred percent (100%) of the costs associated with the maintenance and operation of the Improvements, including incidentals and appurtenances, is of special benefit to parcels within the Annexation and shall be spread to all parcels within the Annexation in the same manner as established in the District for all other Zones.

METHOD OF ASSESSMENT

The Method of Assessment outlines the formula by which property receiving special benefit from the improvements and services provided will be assessed annually. The Method of Assessment for the District and Annexation follows:

Each parcel within the District is deemed to receive special benefit from the Improvements. Each parcel that has a special benefit conferred upon it as a result of the maintenance and operation of the Improvements is identified and the proportionate special benefit derived by each identified parcel is determined in relationship to the entirety of the costs of the maintenance, operation, and servicing of the Improvements.

The benefit formula used to determine the financial obligation for each parcel should be based on the improvements benefitting the parcels, as well as the use, or type, of each parcel as compared to other parcels that benefit from said improvements. One of the more common approaches to fairly distributing District costs to the benefitting parcels in maintenance districts such as this utilizes a methodology referred to as the Per Parcel method of apportionment. This method recognizes that each parcel within a particular Zone benefits equally from the Improvements. This is typical when all parcels within a Zone are single-family residential parcels.

The Annexation is comprised of single–family residential parcels ("SFR") and as such, all are deemed to benefit equally from the Improvements. The "Total Assessment", as shown on the Cost Estimate table, is divided equally among each assessable parcel within the Annexation, determining the annual assessment rate per parcel.

ASSESSMENT RANGE FORMULA

It is generally recognized that most budgetary items will be impacted by inflation in future years. In accordance with the California Constitution, Section 53739 (b)(1), assessments "…may be adjusted for inflation pursuant to a clearly defined formula…" A formula for an inflationary adjustment is therefore included as part of the maximum assessment for the Annexation. Said inflationary adjustment is authorized by the City Council and approved by the property owner(s) at the time of annexation. The formula, as described below, allows for annual adjustments to the maximum assessments.

The initial maximum assessment rate for parcels in the Annexation is $188.06 per parcel. The initial maximum assessment rate shall be adjusted each subsequent fiscal year by the following Assessment Range Formula:

- The Maximum Assessment Rate allowed each fiscal year (the "Adjusted Maximum Assessment Rate") shall be based on the initial maximum assessment rate established in Fiscal Year 2022-23, adjusted annually by the Bureau of Labor Statistics, Consumer Price Index for the San Francisco-Oakland-Hayward area, All Urban Consumers, ("CPI") for the month of February. Should the Bureau of Labor Statistics revise or discontinue the preparation of such index, the City reserves the right to use such revised index or a comparable system to determine fluctuations in the annual cost of living.
- Each fiscal year, the February CPI shall be applied to the Maximum Assessment Rate established the previous fiscal year to calculate the appropriate Adjusted Maximum Assessment Rate for the then current fiscal year.
- If the proposed Rate per parcel for the upcoming fiscal year is less than or equal to the Adjusted Maximum Assessment Rate established for that fiscal year, then the proposed annual assessment is not considered an increased assessment.

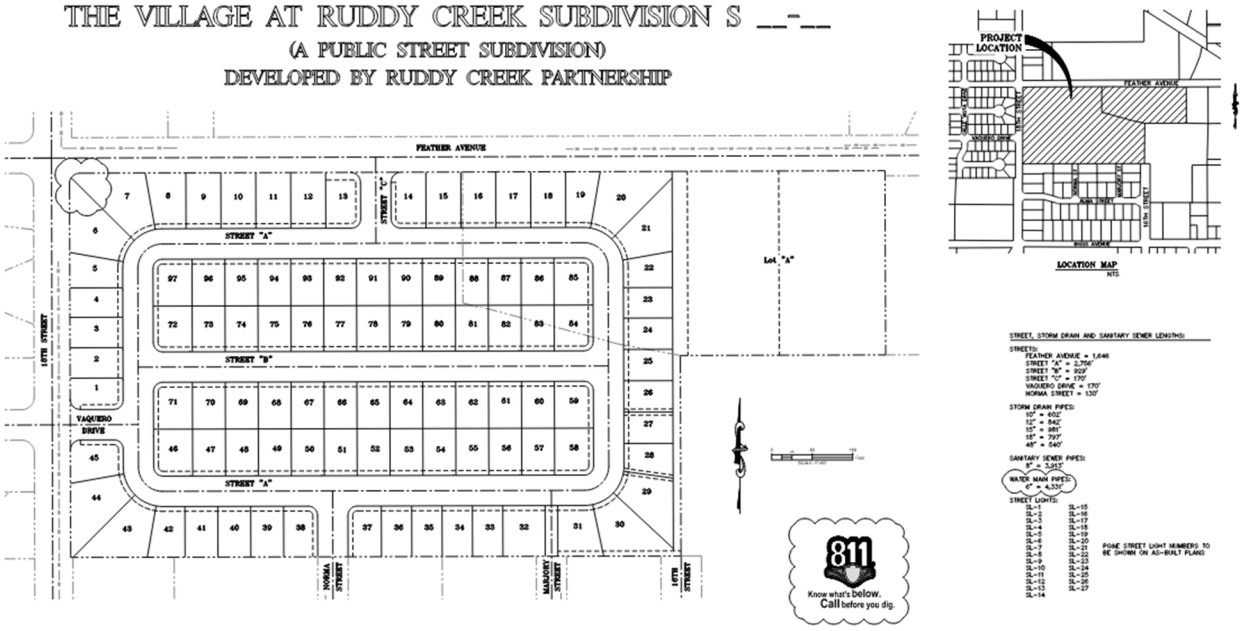
Beginning in the second fiscal year after the Annexation (2023-24) and each subsequent fiscal year, the Maximum Assessment Rate shall be recalculated and a new Maximum Assessment Rate shall be established, using the Assessment Range Formula described above. The initial Maximum Assessment Rate has been established as **$188.06**. As stated above, if the proposed annual assessment rate for any fiscal year does not exceed the Adjusted Maximum Assessment Rate established for that year, it is not considered an increased assessment under the terms of Proposition 218.

To impose a new assessment or increased assessment in excess of the Maximum Assessment Rate for the current fiscal year, as provided by the preceding Assessment Range Formula, the City must comply with the provisions of the California Constitution, Article XIII D, Section 4c that requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owners must approve the proposed new or increased assessment via a property owner protest balloting process before any such new or increased assessment can be imposed. A protest occurs when, at the public hearing, the returned assessment ballots opposed to the new or increased assessment outweigh the returned ballots in favor of the new or increased assessment, weighting those assessment ballots by the financial obligation of each parcel.

The definition of new or increased assessments includes any assessment which, 1) did not previously exist or, 2) exceeds a previously approved assessment amount or assessment range formula. Any assessment range formula must have been previously adopted by the agency and approved by the property owners in the area where the assessment is imposed.

APPENDIX A – ASSESSMENT DIAGRAM

Below is the Assessment Diagram for the Annexation. Please note the lines and dimensions of each parcel, are shown on the assessor's maps at the County of Butte Assessor's Office.



APPENDIX B – ASSESSMENT ROLL

The FY 2022-23 Assessment Roll (at the time this Report was prepared) for the Annexation is shown below. Specifics for each parcel are shown on the assessor's maps of County of Butte Assessor's Office.

APN	Unit/Lot Number	Assessable Parcels	2022-23 Maximum Assessment Rate Per Parcel
030-360-092	1	1.00	$188.06
030-360-092	2	1.00	$188.06
030-360-092	3	1.00	$188.06
030-360-092	4	1.00	$188.06
030-360-092	5	1.00	$188.06
030-360-092	6	1.00	$188.06
030-360-092	7	1.00	$188.06
030-360-092	8	1.00	$188.06
030-360-092	9	1.00	$188.06
030-360-092	10	1.00	$188.06
030-360-092	11	1.00	$188.06
030-360-092	12	1.00	$188.06
030-360-092	13	1.00	$188.06
030-360-092	14	1.00	$188.06
030-360-092	15	1.00	$188.06
030-360-092	16	1.00	$188.06
030-360-092	17	1.00	$188.06
030-360-092	18	1.00	$188.06
030-360-092	19	1.00	$188.06
030-360-092	20	1.00	$188.06
030-360-092	21	1.00	$188.06
030-360-092	22	1.00	$188.06
030-360-092	23	1.00	$188.06
030-360-092	24	1.00	$188.06
030-360-092	25	1.00	$188.06
030-360-092	26	1.00	$188.06
030-360-092	27	1.00	$188.06
030-360-092	28	1.00	$188.06
030-360-092	29	1.00	$188.06
030-360-092	30	1.00	$188.06

APN	Unit/Lot Number	Assessable Parcels	2022-23 Maximum Assessment Rate Per Parcel
030-360-092	31	1.00	$188.06
030-360-092	32	1.00	$188.06
030-360-092	33	1.00	$188.06
030-360-092	34	1.00	$188.06
030-360-092	35	1.00	$188.06
030-360-092	36	1.00	$188.06
030-360-092	37	1.00	$188.06
030-360-092	38	1.00	$188.06
030-360-092	39	1.00	$188.06
030-360-092	40	1.00	$188.06
030-360-092	41	1.00	$188.06
030-360-092	42	1.00	$188.06
030-360-092	43	1.00	$188.06
030-360-092	44	1.00	$188.06
030-360-092	45	1.00	$188.06
030-360-092	46	1.00	$188.06
030-360-092	47	1.00	$188.06
030-360-092	48	1.00	$188.06
030-360-092	49	1.00	$188.06
030-360-092	50	1.00	$188.06
030-360-092	51	1.00	$188.06
030-360-092	52	1.00	$188.06
030-360-092	53	1.00	$188.06
030-360-092	54	1.00	$188.06
030-360-092	55	1.00	$188.06
030-360-092	56	1.00	$188.06
030-360-092	57	1.00	$188.06
030-360-092	58	1.00	$188.06
030-360-092	59	1.00	$188.06
030-360-092	60	1.00	$188.06
030-360-092	61	1.00	$188.06
030-360-092	62	1.00	$188.06
030-360-092	63	1.00	$188.06
030-360-092	64	1.00	$188.06
030-360-092	65	1.00	$188.06
030-360-092	66	1.00	$188.06

APN	Unit/Lot Number	Assessable Parcels	2022-23 Maximum Assessment Rate Per Parcel
030-360-092	67	1.00	$188.06
030-360-092	68	1.00	$188.06
030-360-092	69	1.00	$188.06
030-360-092	70	1.00	$188.06
030-360-092	71	1.00	$188.06
030-360-092	72	1.00	$188.06
030-360-092	73	1.00	$188.06
030-360-092	74	1.00	$188.06
030-360-092	75	1.00	$188.06
030-360-092	76	1.00	$188.06
030-360-092	77	1.00	$188.06
030-360-092	78	1.00	$188.06
030-360-092	79	1.00	$188.06
030-360-092	80	1.00	$188.06
030-360-092	81	1.00	$188.06
030-360-092	82	1.00	$188.06
030-360-092	83	1.00	$188.06
030-360-092	84	1.00	$188.06
030-360-092	85	1.00	$188.06
030-360-092	86	1.00	$188.06
030-360-092	87	1.00	$188.06
030-360-092	88	1.00	$188.06
030-360-092	89	1.00	$188.06
030-360-092	90	1.00	$188.06
030-360-092	91	1.00	$188.06
030-360-092	92	1.00	$188.06
030-360-092	93	1.00	$188.06
030-360-092	94	1.00	$188.06
030-360-092	95	1.00	$188.06
030-360-092	96	1.00	$188.06
030-360-092	97	1.00	$188.06
030-360-091	A	0.00	$0.00
TOTALS:		**97.00**	**$18,241.82**

APPENDIX C – WAIVER AND CONSENT

Waiver and Consent to Annex

There is one property owner within the proposed boundaries of the Annexation. Said property owner has executed a "Waiver and Consent to Annex" allowing for the public hearing and ballot tabulation to be held on February 15, 2022. A signed copy of said waiver is below.

WAIVER AND CONSENT TO ANNEXATION

CITY OF OROVILLE
CONSOLIDATED LANDSCAPE & LIGHTING MAINTENANCE ASSESSMENT DISTRICT
CONSOLIDATED BENEFIT ASSESSMENT DISTRICT
RUDDY CREEK ANNEXATIONS

To expedite the completion of the proceedings for the Annexations, all notices of hearings and applicable waiting periods for annexation proceedings are hereby waived for the City of Oroville's Consolidated Landscape and Lighting Maintenance Assessment District and Consolidated Benefit Assessment District (the "Districts"). The Annexations will be known and designated as Zone 18 and Zone 9, respectively, in the Districts. The undersigned landowner does hereby waive the noticing requirements of Proposition 218 (California Constitution Articles XIIIC and XIIID), the Proposition 218 Omnibus Implementation Act (Government Code Section 53750, et sec).

The undersigned landowner certifies that he or she owns 100% of the assessable land contained within the area to be annexed.

Charles Laflamme
Ruddy Creek Partnership, a California General Partnership
APN(s) 030-360-091 & 030-360-092

The person completing and submitting this waiver must be the record owner of the property or the representative of the record owner of such property who is legally authorized to complete and submit this waiver for and on behalf of the record owner.

Kindly sign and return the waiver to the office of the Assistant Planner, City of Oroville.

CERTIFICATE OF ENTITLEMENT
The undersigned certifies under penalty of perjury that he/she is entitled to complete and submit this waiver.

General Partner
Signature of Property Owner

13 Dec 21
Date

CITY OF OROVILLE

ENGINEER'S REPORT FOR
CONSOLIDATED BENEFIT ASSESSMENT DISTRICT
VILLAGE AT RUDDY CREEK ANNEXATION – ZONE 9

JANUARY 2022

PREPARED BY
Harris & Associates
22 Executive Park, Suite 200
Irvine, CA 92614
www.weareharris.com

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STATEMENT OF ASSESSMENT ENGINEER

AGENCY: **CITY OF OROVILLE**

PROJECT: **ANNEXATION OF THE VILLAGE AT RUDDY CREEK DEVELOPMENT**
CONSOLIDATED BENEFIT ASSESSMENT DISTRICT

TO: **CITY COUNCIL**
CITY OF OROVILLE
COUNTY OF BUTTE
STATE OF CALIFORNIA

ENGINEER'S ANNEXATION REPORT

Pursuant to the provisions of the Benefit Assessment Act of 1982, Section 5 of the California Government Code, beginning with Section 54703 (the "1982 Act"), Section 4 of Article XIII D of the California Constitution ("Proposition 218"), and direction from the City Council of the City of Oroville, I submit herewith the following Engineer's Annexation Report ("Report").

This Report provides for the annexation of the Village at Ruddy Creek development into the City's Consolidated Benefit Assessment District, and establishes the Maximum Assessment to be levied in the fiscal year commencing on July 1, 2022 and ending on June 30, 2023, and continuing in all subsequent years, for this area to be known and designated as:

The Village at Ruddy Creek Annexation – Zone 9
Consolidated Benefit Assessment District

(Hereinafter referred to as the "District"),

I, Alison Bouley, authorized representative of the District, the duly appointed Assessment Engineer, submit the following Report consisting of the following three (3) parts and Appendices:

PART I

PLANS AND SPECIFICATIONS

This part provides a general description of improvements proposed to be maintained and serviced in the Annexation. Plans and specifications for the improvements are on file at the City offices.

PART II

ESTIMATE OF COSTS

This part contains the cost estimate to maintain and service the improvements to be installed for the Annexation, including incidental costs and expenses, for Fiscal Year 2022-23.

PART III

METHOD OF ASSESSMENT

The method of apportionment of assessments, indicating the proposed assessment of the net amount of the costs and expenses of the improvements to be assessed upon the several lots and parcels of land within the Annexation in proportion to the estimated benefits to be received by such lots and parcels.

Appendices

Appendix A – Annexation Diagram
Appendix B – Assessment Roll
Appendix C – Waiver and Consent

In conclusion, it is my opinion that the costs and expenses of the Annexation have been assessed to the lots and parcels within the boundaries of the Annexation in proportion to the estimated benefits to be received by each lot or parcel from the services provided.

DATED this ____ day of _____ 2022



_____

Alison Bouley, P.E., Assessment Engineer
R.C.E. No. C61383
Engineer of Work
State of California

PART I – PLANS AND SPECIFICATIONS

Purpose

The Annexation is proposed to provide certain improvements and services specifically within, and related to, the Village at Ruddy Creek development. As part of the District, parcels in the Annexation will be assessed for the annual costs to maintain and service the improvements (the "Improvements") listed below.

The plans and specifications for the Improvements, showing the general nature, location and the extent of the Improvements, are on file with the City and are by reference herein made a part of this report.

Location of the Annexation

The Village at Ruddy Creek is located on the southeast corner of Feather Avenue and 18th Street, north of the Ghianda Heights Unit #2 development. The Annexation will consist of 97 single-family residential lots when developed.

- Assessor Parcel Number(s) as of the date of this Report:

  030-360-091 (6.27 acres) and 030-360-092 (17.70 acres)

Description of Improvements and Services

The District provides funding for the maintenance and servicing of the following Improvements and includes all appurtenant facilities, personnel and equipment required to properly maintain and service said Improvements:

- Flood control facilities including basins, channels, pipes, culverts, pumps, etc.
- Storm water control facilities including inlets and manhole covers.
- Masonry walls or fencing related to drainage improvements, including graffiti removal.

The assessments collected may also fund any and all incidental expenses in connection therewith, all as more particularly authorized pursuant to the 1982 Act.

PART II –ESTIMATE OF COSTS

The Fiscal Year 2022-23 Estimated Budget for the Annexation is shown on the following page. Section 54716 (3) of the 1982 Act provides that estimate of costs includes the total cost of improvements to be made for the year, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses. This may include an operating reserve which shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later.

DIRECT COSTS	
Detention Pond Maintenance	$1,500.00
Masonry Walls/Fencing	$1,000.00
Drainage Pipes	250.00
Pump Station Electricity	750.00
Direct Costs Sub-Total	**$3,500.00**
INDIRECT COSTS	
Maintenance Repairs & Contingency	$500.00
City Personnel/Overhead	$1,000.00
City Personnel/New Park Tech II	$1,495.00
Truck/Equipment	$1,495.00
CBAD Annual Administration Fee	725.00
Professional Fees	0.00
County Administration Fee – $0.30 per assessed parcel	29.10
Rounding Adjustment	0.60
Indirect Costs Sub-Total	**$5,244.70**
SUB-TOTAL COSTS	**$8,744.70**
Contingency Reserve – 20 % of Total Costs	$1,748.94
TOTAL COSTS	**$10,493.64**
Estimated Reserve Fund Beginning Balance (7/1/2022)	$0.00
2022-23 Reserve Contribution/Reduction	$1,049.36
Estimated Reserve Fund Ending Balance (6/30/2023)	**$1,049.36**
2022-23 TOTAL ASSESSMENT	**$11,543.00**
Total Number of Assessable Parcels	97
2022-23 MAXIMUM ASSESSMENT PER PARCEL	**$119.00**

PART III – METHOD OF ASSESSMENT

Method of Apportionment

The following is a brief description of the manner in which the annual assessments will be apportioned to each parcel in the Annexation and is consistent with the original method of assessment for the District.

General

The 1982 Act permits the establishment of assessment Districts by cities for the purpose of providing certain public improvements which include the construction, maintenance and servicing of drainage and flood control facilities, streets and streetlights.

Street and Highways Code Section 22573 requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

> *The net amount to be assessed upon lands within an assessment District may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.*

Section 54715 (b) of the 1982 Act permits the designation of areas of benefit within any individual assessment District, which requires the levy of a true "assessment" rather than a "special tax."

In addition, Proposition 218 (Prop. 218), the "Right to Vote on Taxes Act" which was approved on the November 1996 Statewide ballot and added Article XIIID to the California Constitution, requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Prop. 218 provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. Prop. 218 also requires that publicly owned property benefitting from the improvements be assessed, unless that parcel can show no benefit from the improvements.

Special Benefit

Special Benefit from Drainage, Storm Water and Related Facilities

All parcels within the Annexation receive special benefit from the drainage and storm water Improvements. The Improvements for which the properties will be assessed have been identified as necessary, were required as a part of the development plans specifically for the tract and are also in compliance with the development plans and General Plan of the City. As such, the continuing maintenance and servicing of the Improvements are strictly the obligation of the properties within the Annexation.

Although the Improvements may include drainage and/or storm water facilities that connect to similar facilities outside the Annexation's boundaries, the construction, maintenance and operation of these Improvements are necessary for the development of properties within the Annexation.

It has been determined therefore, that the ongoing maintenance, servicing and operation of the Improvements provide no measurable benefit to properties outside the Annexation or to the public at large, but clearly provide distinct and special benefits to properties within the Annexation.

One hundred percent (100%) of the costs associated with the maintenance and operation of the Improvements, including incidentals and appurtenances, is of special benefit to parcels within the Annexation and shall be spread to all parcels within the Annexation in the same manner as established in the District for all other Zones.

METHOD OF ASSESSMENT

The Method of Assessment outlines the formula by which property receiving special benefit from the improvements and services provided will be assessed annually. The Method of Assessment for the District and Annexation follows:

Each parcel within the District is deemed to receive special benefit from the Improvements. Each parcel that has a special benefit conferred upon it as a result of the maintenance and operation of the Improvements is identified and the proportionate special benefit derived by each identified parcel is determined in relationship to the entirety of the costs of the maintenance, operation, and servicing of the Improvements.

The benefit formula used to determine the financial obligation for each parcel should be based on the improvements benefitting the parcels, as well as the use, or type, of each parcel as compared to other parcels that benefit from said improvements. One of the more common approaches to fairly distributing District costs to the benefitting parcels in maintenance districts such as this utilizes a methodology referred to as the Per Parcel method of apportionment. This method recognizes that each parcel within a particular Zone benefits equally from the Improvements. This is typical when all parcels within a Zone are single-family residential parcels.

The Annexation is comprised of single–family residential parcels ("SFR") and as such, all are deemed to benefit equally from the Improvements. The "Total Assessment", as shown on the Cost Estimate table, is divided equally among each assessable parcel within the Annexation, determining the annual assessment rate per parcel.

ASSESSMENT RANGE FORMULA

It is generally recognized that most budgetary items will be impacted by inflation in future years. In accordance with the California Constitution, Section 53739 (b)(1), assessments "…may be adjusted for inflation pursuant to a clearly defined formula…" A formula for an inflationary adjustment is therefore included as part of the maximum assessment for the Annexation. Said inflationary adjustment is authorized by the City Council and approved by the property owner(s) at the time of annexation. The formula, as described below, allows for annual adjustments to the maximum assessments.

The initial maximum assessment rate for parcels in the Annexation is $119.00 per parcel. The initial maximum assessment rate shall be adjusted each subsequent fiscal year by the following Assessment Range Formula:

- The Maximum Assessment Rate allowed each fiscal year (the "Adjusted Maximum Assessment Rate") shall be based on the initial maximum assessment rate established in Fiscal Year 2022-23, adjusted annually by the Bureau of Labor Statistics, Consumer Price Index for the San Francisco-Oakland-Hayward area, All Urban Consumers, ("CPI") for the month of February. Should the Bureau of Labor Statistics revise or discontinue the preparation of such index, the City reserves the right to use such revised index or a comparable system to determine fluctuations in the annual cost of living.
- Each fiscal year, the February CPI shall be applied to the Maximum Assessment Rate established the previous fiscal year to calculate the appropriate Adjusted Maximum Assessment Rate for the then current fiscal year.
- If the proposed rate per parcel for the upcoming fiscal year is less than or equal to the Adjusted Maximum Assessment Rate established for that fiscal year, then the proposed annual assessment is not considered an increased assessment.

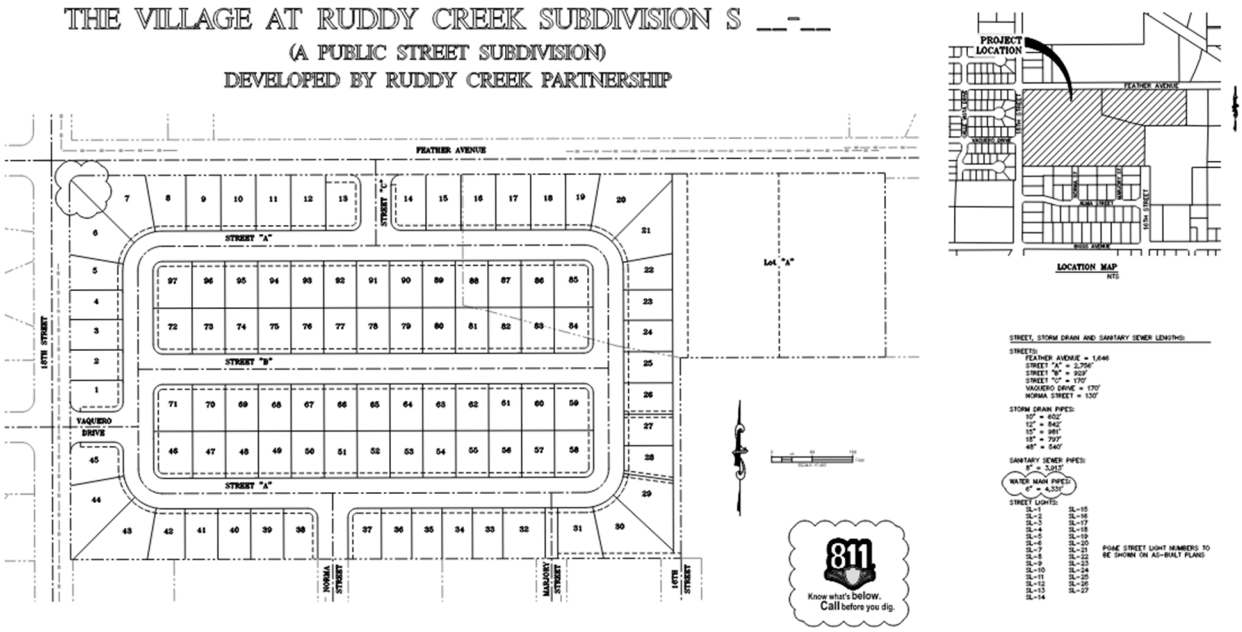
Beginning in the second fiscal year after the Annexation (2023-24) and each subsequent fiscal year, the Maximum Assessment Rate shall be recalculated and a new Maximum Assessment Rate shall be established, using the Assessment Range Formula described above. The initial Maximum Assessment Rate has been established as **$119.00**. As stated above, if the proposed annual assessment rate for any fiscal year does not exceed the Adjusted Maximum Assessment Rate established for that year, it is not considered an increased assessment under the terms of Proposition 218.

To impose a new assessment or increased assessment in excess of the Maximum Assessment Rate for the current fiscal year, as provided by the preceding Assessment Range Formula, the City must comply with the provisions of the California Constitution, Article XIII D, Section 4c that requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owners must approve the proposed new or increased assessment via a property owner protest balloting process before any such new or increased assessment can be imposed. A protest occurs when, at the public hearing, the returned assessment ballots opposed to the new or increased assessment outweigh the returned ballots in favor of the new or increased assessment, weighting those assessment ballots by the financial obligation of each parcel.

The definition of new or increased assessments includes any assessment which, 1) did not previously exist or, 2) exceeds a previously approved assessment amount or assessment range formula. Any assessment range formula must have been previously adopted by the agency and approved by the property owners in the area where the assessment is imposed.

APPENDIX A – ANNEXATION DIAGRAM

Below is the Assessment Diagram for the Annexation. Please note the lines and dimensions of each parcel, are shown on the assessor's maps at the County of Butte Assessor's Office.



APPENDIX B – ASSESSMENT ROLL

The FY 2022-23 Assessment Roll (at the time this Report was prepared) for the Annexation is shown below. Specifics for each parcel are shown on the assessor's maps of County of Butte Assessor's Office.

APN	Unit/Lot Number	Assessable Parcels	2022-23 Maximum Assessment Rate Per Parcel
030-360-092	1	1.00	$119.00
030-360-092	2	1.00	$119.00
030-360-092	3	1.00	$119.00
030-360-092	4	1.00	$119.00
030-360-092	5	1.00	$119.00
030-360-092	6	1.00	$119.00
030-360-092	7	1.00	$119.00
030-360-092	8	1.00	$119.00
030-360-092	9	1.00	$119.00
030-360-092	10	1.00	$119.00
030-360-092	11	1.00	$119.00
030-360-092	12	1.00	$119.00
030-360-092	13	1.00	$119.00
030-360-092	14	1.00	$119.00
030-360-092	15	1.00	$119.00
030-360-092	16	1.00	$119.00
030-360-092	17	1.00	$119.00
030-360-092	18	1.00	$119.00
030-360-092	19	1.00	$119.00
030-360-092	20	1.00	$119.00
030-360-092	21	1.00	$119.00
030-360-092	22	1.00	$119.00
030-360-092	23	1.00	$119.00
030-360-092	24	1.00	$119.00
030-360-092	25	1.00	$119.00
030-360-092	26	1.00	$119.00
030-360-092	27	1.00	$119.00
030-360-092	28	1.00	$119.00
030-360-092	29	1.00	$119.00
030-360-092	30	1.00	$119.00

APN	Unit/Lot Number	Assessable Parcels	2022-23 Maximum Assessment Rate Per Parcel
030-360-092	31	1.00	$119.00
030-360-092	32	1.00	$119.00
030-360-092	33	1.00	$119.00
030-360-092	34	1.00	$119.00
030-360-092	35	1.00	$119.00
030-360-092	36	1.00	$119.00
030-360-092	37	1.00	$119.00
030-360-092	38	1.00	$119.00
030-360-092	39	1.00	$119.00
030-360-092	40	1.00	$119.00
030-360-092	41	1.00	$119.00
030-360-092	42	1.00	$119.00
030-360-092	43	1.00	$119.00
030-360-092	44	1.00	$119.00
030-360-092	45	1.00	$119.00
030-360-092	46	1.00	$119.00
030-360-092	47	1.00	$119.00
030-360-092	48	1.00	$119.00
030-360-092	49	1.00	$119.00
030-360-092	50	1.00	$119.00
030-360-092	51	1.00	$119.00
030-360-092	52	1.00	$119.00
030-360-092	53	1.00	$119.00
030-360-092	54	1.00	$119.00
030-360-092	55	1.00	$119.00
030-360-092	56	1.00	$119.00
030-360-092	57	1.00	$119.00
030-360-092	58	1.00	$119.00
030-360-092	59	1.00	$119.00
030-360-092	60	1.00	$119.00
030-360-092	61	1.00	$119.00
030-360-092	62	1.00	$119.00
030-360-092	63	1.00	$119.00
030-360-092	64	1.00	$119.00

APN	Unit/Lot Number	Assessable Parcels	2022-23 Maximum Assessment Rate Per Parcel
030-360-092	65	1.00	$119.00
030-360-092	66	1.00	$119.00
030-360-092	67	1.00	$119.00
030-360-092	68	1.00	$119.00
030-360-092	69	1.00	$119.00
030-360-092	70	1.00	$119.00
030-360-092	71	1.00	$119.00
030-360-092	72	1.00	$119.00
030-360-092	73	1.00	$119.00
030-360-092	74	1.00	$119.00
030-360-092	75	1.00	$119.00
030-360-092	76	1.00	$119.00
030-360-092	77	1.00	$119.00
030-360-092	78	1.00	$119.00
030-360-092	79	1.00	$119.00
030-360-092	80	1.00	$119.00
030-360-092	81	1.00	$119.00
030-360-092	82	1.00	$119.00
030-360-092	83	1.00	$119.00
030-360-092	84	1.00	$119.00
030-360-092	85	1.00	$119.00
030-360-092	86	1.00	$119.00
030-360-092	87	1.00	$119.00
030-360-092	88	1.00	$119.00
030-360-092	89	1.00	$119.00
030-360-092	90	1.00	$119.00
030-360-092	91	1.00	$119.00
030-360-092	92	1.00	$119.00
030-360-092	93	1.00	$119.00
030-360-092	94	1.00	$119.00
030-360-092	95	1.00	$119.00
030-360-092	96	1.00	$119.00
030-360-092	97	1.00	$119.00
030-360-091	A	0.00	$0.00
TOTALS:		**97.00**	**$11,543.00**

APPENDIX C – WAIVER AND CONSENT

Waiver and Consent to Annex

There is one property owner within the proposed boundaries of the Annexation. Said property owner has executed a "Waiver and Consent to Annex" allowing for the public hearing and ballot tabulation to be held on February 15, 2022. A signed copy of said waiver is below.

WAIVER AND CONSENT TO ANNEXATION

CITY OF OROVILLE
CONSOLIDATED LANDSCAPE & LIGHTING MAINTENANCE ASSESSMENT DISTRICT
CONSOLIDATED BENEFIT ASSESSMENT DISTRICT
RUDDY CREEK ANNEXATIONS

To expedite the completion of the proceedings for the Annexations, all notices of hearings and applicable waiting periods for annexation proceedings are hereby waived for the City of Oroville's Consolidated Landscape and Lighting Maintenance Assessment District and Consolidated Benefit Assessment District (the "Districts"). The Annexations will be known and designated as Zone 18 and Zone 9, respectively, in the Districts. The undersigned landowner does hereby waive the noticing requirements of Proposition 218 (California Constitution Articles XIIIC and XIIID), the Proposition 218 Omnibus Implementation Act (Government Code Section 53750, et sec).

The undersigned landowner certifies that he or she owns 100% of the assessable land contained within the area to be annexed.

Charles Laflamme
Ruddy Creek Partnership, a California General Partnership
APN(s) 030-360-091 & 030-360-092

The person completing and submitting this waiver must be the record owner of the property or the representative of the record owner of such property who is legally authorized to complete and submit this waiver for and on behalf of the record owner.

Kindly sign and return the waiver to the office of the Assistant Planner, City of Oroville.

CERTIFICATE OF ENTITLEMENT
The undersigned certifies under penalty of perjury that he/she is entitled to complete and submit this waiver.

General Partner
Signature of Property Owner

13 Dec 21
Date

City Clerk
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

OFFICIAL ASSESSMENT BALLOT
City of Oroville
Annexation Consolidated Benefit Assessment District
(Zone 9 – Village at Ruddy Creek)

Ruddy Creek Partnership, LLC
ATTN: Charles LaFlamme
4575 6th Avenue
Corning, CA 96021

Assessor's Parcel Number: 030-360-091
Assessor's Parcel Number: 030-360-092
Proposed Maximum Assessment: $11,543.00

The person completing and submitting this assessment ballot must be the record owner of the property identified above or the representative of the record owner of such property who is legally authorized to complete and submit this ballot for and on behalf of the record owner. Please see "Summary of Assessment Ballot Procedures" on the back of this ballot for assistance in filling out the ballot. If there are two or more property owners, only one needs to sign and return the ballot.

Please mark your ballot in ink. Do not use pencil.

Upon completion, fold the assessment ballot, place it in the return envelope and seal the envelope. Mail or deliver the assessment ballot to the address shown on the return envelope pursuant to the instructions on the back of this ballot.

Please see the "Summary of Assessment Ballot Procedures" on the back of this sheet.

For additional information about this Annexation into the District, please see the enclosed legal notice.

This is not a bill.

✂ *Please cut along this line, fold the ballot, seal in the provided envelope, and return to the City Clerk* ✂

PROPERTY OWNER ASSESSMENT BALLOT

BALLOT

Assessor's Parcel Number: 030-360-091 & 030-360-092
Owner Name: Ruddy Creek Partnership, LLC
Maximum Assessment for this Parcel: $11,543.00

☐ **Yes, I am IN FAVOR of the proposed Annexation and assessment to pay for drainage and related facilities and services in Zone 9 of the Consolidated Benefit Assessment District.**

☐ **No, I am OPPOSED to the proposed Annexation and assessment to pay for drainage and related facilities and services in Zone 9 of the Consolidated Benefit Assessment District.**

The undersigned certifies under penalty of perjury that the undersigned is entitled to complete and submit this assessment ballot.

Signature of person completing assessment ballot

Print name of person completing assessment ballot

SAMPLE

SUMMARY OF ASSESSMENT BALLOT PROCEDURES

If you are the owner of the property described on the enclosed Assessment Ballot, or the authorized representative of the record owner, you may submit the enclosed Assessment Ballot to the City to support or oppose the Annexation. Please follow the instructions below to complete and return your Assessment Ballot.

1. Register your vote on the enclosed Assessment Ballot in favor or against the proposed Annexation by placing an "X" in the corresponding box.

2. Mark, sign and date your Assessment Ballot in pen. (Assessment Ballots received without a signature will not be counted.) Do not use pencil.

3. Place your completed Assessment Ballot into the provided return envelope, and seal the envelope.

4. Mail or personally deliver your Assessment Ballot to the City Clerk of the City of Oroville, 1735 Montgomery Street, Oroville, CA 95956.

5. The City ***must*** receive mailed Assessment Ballots by February 15, 2022. **Postmarks will not be accepted.**

6. Assessment Ballots must be received by the City Clerk prior to the close of the Public Hearing concerning the proposed Annexation on Tuesday, February 15, 2022, at the Oroville City Hall Council Chambers. Any Assessment Ballots received after the close of the Public Hearing cannot legally be counted.

7. Following the close of the Public Hearing, the City Clerk or designee will tabulate the Assessment Ballots received. The Assessment Ballots are weighted by the Assessment amount for each property. (Simplified, this means one vote per each dollar of Assessment.)

8. The proposed Annexation may be confirmed unless a majority protest exists. A majority protest exists if, upon the close of the Public Hearing, the monetary value of the Assessment Ballots submitted in opposition to the proposed Annexation exceeds the monetary value of the Assessment Ballots submitted in favor of the proposed Annexation.

9. If a majority protest exists, the proposed Annexation will not be approved.

10. If a majority protest does not exist, the proposed Annexation will be approved and the assessment may be levied beginning in Fiscal Year 2022/23.

11. Your Assessment Ballot is not confidential and may be subject to public disclosure.

The information in this notice and the accompanying materials were compiled and are distributed at public expense by the City of Oroville in compliance with Proposition 218. This information is presented in the public interest. It is not intended to influence or attempt to influence the actions of the property owners to cast Assessment Ballots in favor or against the proposed Annexation.

SAMPLE

OFFICIAL BALLOT

SPECIAL LANDOWNER ELECTION

NUMBER OF VOTES ENTITLED TO BE CAST: 24 (23.97 acres)

CITY OF OROVILLE
COMMUNITY FACILITIES DISTRICT NO. 2006-1
(WESTSIDE PUBLIC SAFETY FACILITIES)

THE VILLAGE AT RUDDY CREEK ANNEXATION

This official ballot is for a special landowner election. You must return this ballot prior to the close of the Public Hearing on **Tuesday, February 15, 2022**. You have two options for returning the ballot: First, you may mail it back to the office of the City Clerk of the City of Oroville, located at 1735 Montgomery Street. If you choose this option, please be aware that the ballot must be received by Tuesday, February 15, 2022. Post marked envelopes received after that date cannot be accepted. Secondly, you may hand deliver the ballot, either to the office of the City Clerk, prior to 5:00 p.m. on the same day or you may hand it in at the Public Hearing.

To cast your ballot properly, please sign and mark "X" on the line after the word "Yes" or after the word "No". Please make only one choice. All marks otherwise made are forbidden and shall render the ballot void. If you wrongly mark, tear or deface the ballot, return it to the City Clerk's office and request a replacement.

APN(s):	030-360-091 and 030-360-092
Land Owner(s):	Ruddy Creek Partnership, LLC (Charles LaFlamme)
Address:	4575 6th Avenue Corning, CA 96021

Declaration of Authorization

The undersigned certifies under penalty of perjury that he/she is entitled to complete and submit this waiver.

_____
Signature of Land Owner(s) (or authorized representative)

_____
Printed Name

_____
Date

BALLOT MEASURE: Shall the City of Oroville be authorized to annually levy a special tax on taxable parcels within Community Facilities District No. 2006-1 (Westside Public Safety Facilities), (the "District") and specifically within the boundaries of the Ruddy Creek Annexation, in accordance with the Rate and Method of Apportionment of Special Tax, as detailed in the "Resolution of Intention to Annex Territory" into the District – Ruddy Creek Annexation, and to Authorize the Annexation and Levy of Special Taxes Therein", to be adopted by the City Council on February 15, 2022, to commence in Fiscal Year 2022/23 or later.

YES: _____

NO: _____

SAMPLE

SAMPLE

NOTICE OF PUBLIC HEARING

City of Oroville
City Hall Council Chambers
1735 Montgomery Street
Oroville, California

Community Facilities District No. 2006-1 (Westside Public Safety Facilities)
Community Facilities District No. 2006-2 (Westside Public Safety Services)
The Village at Ruddy Creek Annexation

NOTICE IS HEREBY GIVEN that at 5:15 p.m. on February 15, 2022, in the City Council Chambers of the City of Oroville City Council, 1735 Montgomery Street, Oroville, California, the City of Oroville City Council will conduct a public hearing for the annexation of territory into Community Facilities District No. 2006-1 (Westside Public Safety Facilities), and Community Facilities District No. 2006-2 (Westside Public Safety Services). This public hearing is in regards to the Ruddy Creek Annexation.

The special tax amount to be charged is as authorized by the original Rate and Method of Apportionment detailed in the formation report for each of the above-mentioned Districts, dated September 13, 2006.

Public Safety Facilities and Services include, fire suppression and law enforcement services, equipment, personnel and facilities. Funding will also include the costs of equipment replacement, maintenance and services related thereto. The property owner(s) has voted to approve the annexation.

At the time and place of the public hearing all interested persons will be afforded an opportunity to hear and be heard; the City Council will consider all oral statements and all written protests made or filed by any interested person.

BY ORDER OF THE OROVILLE CITY COUNCIL

Jackie Glover
Assistant City Clerk
City of Oroville

Publish once on Saturday, February 5, 2022

Notice to Property Owners and Assessment Ballot
For the Proposed Annexation to the Consolidated Benefit Assessment District

This notice informs you, as the record owner of the property within the proposed Annexation to the District shown above that on January 4, 2022, the City Council adopted a Resolution of Intention in which it declared its intention to annex your property into the District, and has scheduled a Public Hearing concerning the proposed annexation. If the annexation is approved, assessment may be levied beginning in Fiscal Year 2022/23.

The Public Hearing will be held during a regular meeting of the City of Oroville City Council on:

February 15, 2022, at 5:15 p.m.

or as soon thereafter as the matter may be heard, in the City Council Chambers located at 1735 Montgomery Street, Oroville. All interested persons are invited to attend the Public Hearing and express opinions on the matter of the proposed Annexation.

Persons who wish to submit an Assessment Ballot should mail or personally deliver it as shown below and in accordance with the directions provided on the back of the Assessment Ballot under "Summary of Assessment Ballot Procedures" included herein.

- **Mail Delivery:** If by mail, place the Assessment Ballot in the mail in sufficient time to be received no later than February 15, 2022. If your Assessment Ballot is not received by this time, the Assessment Ballot will not be tabulated. Please mail the Assessment Ballot to the City Clerk, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965. **Please note that postmarks will not be accepted.**
- **Personal Delivery:** The Assessment Ballot can be personally delivered to the City Clerk on or before the close of the Public Hearing on February 15, 2022.

II. Assessment Information

1. **Name of Assessment:** Annexation into the Consolidated Benefit Assessment District, Zone 9 (Village at Ruddy Creek)
2. **The Total Proposed Assessment for the Entire Annexation Area: $11,543.00**
3. **Duration of the Proposed Assessment:** The proposed new Assessment for drainage maintenance and services will be levied annually until the City Council determines that the services provided are no longer necessary.
4. **Reason for the Assessment:** The proposed new Assessments shall be used to pay for maintenance, operations, servicing costs and associated district administrative costs for drainage and related improvements and services located in the Ruddy Creek development.
5. **Calculation of the Assessment:** The Assessment is proposed on all parcels that receive direct and special benefit from the drainage improvements and services.

   The amount of the proposed Assessment was calculated based upon the proportional special benefit received by each parcel to be assessed. The exact method and formula of spreading the Assessment is set forth in the Assessment Engineer's Report for the Annexation to the Assessment District, a copy of which is on file with the City Clerk.

   The Assessment shown on the Assessment Ballot is the maximum amount that can be assessed commencing Fiscal Year 2022/23 and can be adjusted annually based on the February to February change in the Consumer Price Index, All Urban Consumers, for the San Francisco-Oakland-Hayward Area ("CPI"). The actual Assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum Assessment rate without receiving property owner approval for the increase.
6. **Assessment Balloting Results:** If 50% or more of the weighted Assessment Ballots returned support the Annexation to the Assessment District, the Assessment amount shown on the enclosed Assessment Ballot may be imposed. If a majority of the Assessment Ballots returned oppose the Annexation to the Assessment District, the Assessment will not be imposed. Assessment Ballots are weighted proportionally by each parcel's proposed Assessment amount. (This means 1 vote for each $1 of Assessment.)

III. Questions Regarding These Proceedings

If you have any questions about this process, please call Rick Clark of Harris & Associates at (949) 536-2526.

SAMPLE

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **SCOTT E. HUBER, CITY ATTORNEY**
DAWN NEVERS, ASSISTANT DIRECTOR OF COMMUNITY DEVELOPMENT SERVICES

RE: **AMENDMENT TO GROUND LEASE AGREEMENT WITH ROBERT M. TAYLOR CORPORATION ESTABLISHING RENT FOR THE FIRST OPTION PERIOD OF THE GROUND LEASE**

DATE: **JANUARY 4, 2022**

SUMMARY

The Council will review and consider approving an amendment to a ground lease agreement with the Robert M. Taylor Corporation for first 15-year option period of the ground lease of the property located at the corner of Challenger Avenue and Chuck Yeager Way in Oroville. The proposed lease amendment will bring the ground lease to current market value for rent. In addition, the unused 4.12 acres portion of the ground lease will be returned to the City for future development purposes.

DISCUSSION

On January 1, 1987, the Council entered into a ground lease with Robert M. Taylor Corporation ("Lessee") for the lease of 5.55 acres of property located at the corner of Challenger Avenue and Chuck Yeager Way in Oroville. The lease required the Lessee to construct a commercial office building "with the purpose of increasing job opportunities in the Oroville area." The annual rent established was to be "one half of one percent of the assessed value of the land and improvements" with the rent being paid by the Oroville Redevelopment Agency, which was eliminated by state law several years ago. The original term of the lease was 35-years, with an additional three 15-year options. At the beginning of each option period, the parties are able to renegotiate the amount of rent due for the property.

The initial term of the lease will expire on December 31, 2021, and the first 15-year option period will begin on January 1, 2022. Pursuant to the terms of the lease, the parties met and negotiated a mutually agreed upon rental rate for the ground lease. The amount of rent to be paid for the ground lease will be $10,000 per year in monthly payments of $833.33 for the 1.43 acre parcel closest to the corner of Challenger Avenue and Chuck Yeager Way in Oroville, as described in Exhibit A of the Lease Amendment. In addition, the Lessee will return the undeveloped 4.12 acre parcel, as descibed in Exhibit B of the Lease Amendment. This amendment to the ground lease

accomplishes the intent of the grant assurances entered into by the City with the FAA to capture market value for all leases. In addition, the return of the undeveloped property will allow the City to entertain future development in that area, to further generate revenue for the Airport.

The Council will consider approval of the Second Amendment to the Ground Lease with the Robert M. Taylor Corporation.

FISCAL IMPACT

The first 15-year option period of the ground lease would be for an annual rent of $10,000, paid in monthly installments of $833.33. There are two 15-year options remaining under the original lease. The rental value for the second and third 15-year options will be renegotiated prior to the commencement of those option periods.

RECOMMENDATION

Adopt Resolution No. 9008 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO AGREEMENT BETWEEN CITY OF OROVILLE AND THE ROBERT M. TAYLOR CORPORATION - (Agreement No. 852-2).

ATTACHMENTS

Resolution No. 9008
Second Amendment to Ground Lease Agreement

OROVILLE CITY COUNCIL
RESOLUTION NO. 9008

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO AGREEMENT BETWEEN CITY OF OROVILLE AND THE ROBERT M. TAYLOR CORPORATION

(Agreement No. 852-2)

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

1. The Mayor is hereby authorized and directed to execute a Second Amendment to Agreement Between the City of Oroville and the Robert M. Taylor Corporation. A copy is attached hereto as Exhibit "A".

2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on January 4, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Chuck Reynolds, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Bill Lagrone, City Adminstrator

SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE ROBERT M. TAYLOR CORPORATION

(Agreement 852-2)

This Second Amendment ("Amendment") dated January 3, 2022 is between the City of Oroville ("City") and Robert M. Taylor Corporation ("Lessee") with an effective date of January 1, 2022. The Agreement, including the prior amendment, are attached to this Amendment as Exhibit C. In consideration of the terms and conditions herein, the City and Lessee agree that the Agreement shall be amended as follows:

1. Lessee will retain possession of the portion of the commercial-light manufacturing park ("Premises") where the current building is situated, approximately, 1.43 acres, along with the improvements serving the Premises, as more fully described in the legal description attached as Exhibit A to this Amendment. On January 31, 2022, Lessee agrees to surrender and return possession of all other leased premises to City, approximately 4.12 acres, which are more fully described in the legal description attached as Exbibit B to this Amendment.

2. The Parties agree to adjust the annual rent for the leased Premises to $10,000 per year, payable in monthly installments of $833.33, for the first option term (15 years), from the effective date of this Second Amendment.

3. Conflicts between the Agreement, and this Second Amendment shall be controlled by this Second Amendment. All other provisions within the Agreement shall remain in full force and effect.

CITY OF OROVILLE **ROBERT M. TAYLOR CORPORATION**

By: _____ By: _____
Chuck Reynolds, Mayor Its:

APPROVED AS TO FORM: **ATTEST:**

By: _____ By: _____

EXHIBIT A

NEW LEGAL DESCRIPTION OF LEASES PREMISES

EXHIBIT "A"

OROVILLE AIRPORT BUSINESS PARK
1.43 ACRE LEASE PARCEL DESCRIPTION

All that certain real property situate in the City of Oroville, County of Butte, State of California, being a portion of that 5.55± acre parcel as shown on that map entitled "Record of Survey Oroville Airport Business Park", filed for record in the office of the Butte County Recorder on September 9, 2011, in Book 182 of Maps at pages 28-29, and being more particularly described as follows:

COMMENCING at the northwest corner of said 5.55± acre parcel, said corner being at the intersection of the east line of Chuck Yeager Way and the south line of Oroville Dam Boulevard;

Thence, along said east line of Chuck Yeager Way, said line also being the west line of said 5.55± acre parcel, South 00°04'26" West 308.39 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence, leaving said east line of Chuck Yeager Way, along a line parallel with the south line of said 5.55± acre parcel, South 89°54'58" East 185.11 feet;

Thence, along a line parallel with the west line of said 5.55± acre parcel, South 00°04'26" West 336.75 feet to a point on the north line of Challenger Avenue, said line also being the south line of said 5.55± acre parcel;

Thence, along said north line of Challenger Avenue and the South line of said 5.55± acre parcel, North 89°54'58" West 160.12 feet to the beginning of a 25.00 foot radius curve, concave northeasterly;

Thence, northwesterly along said curve, through a central angle of 89°59'24", for an arc length of 39.27 feet to a point on the east line of Chuck Yeager Way, said line also being the west line of said 5.55± acre parcel;

Thence, along said east line of Chuck Yeager Way and the west line of said 5.55± acre parcel, North 00°04'26" East 311.75 feet to said **TRUE POINT OF BEGINNING**.

Containing 1.43 acres, more or less.

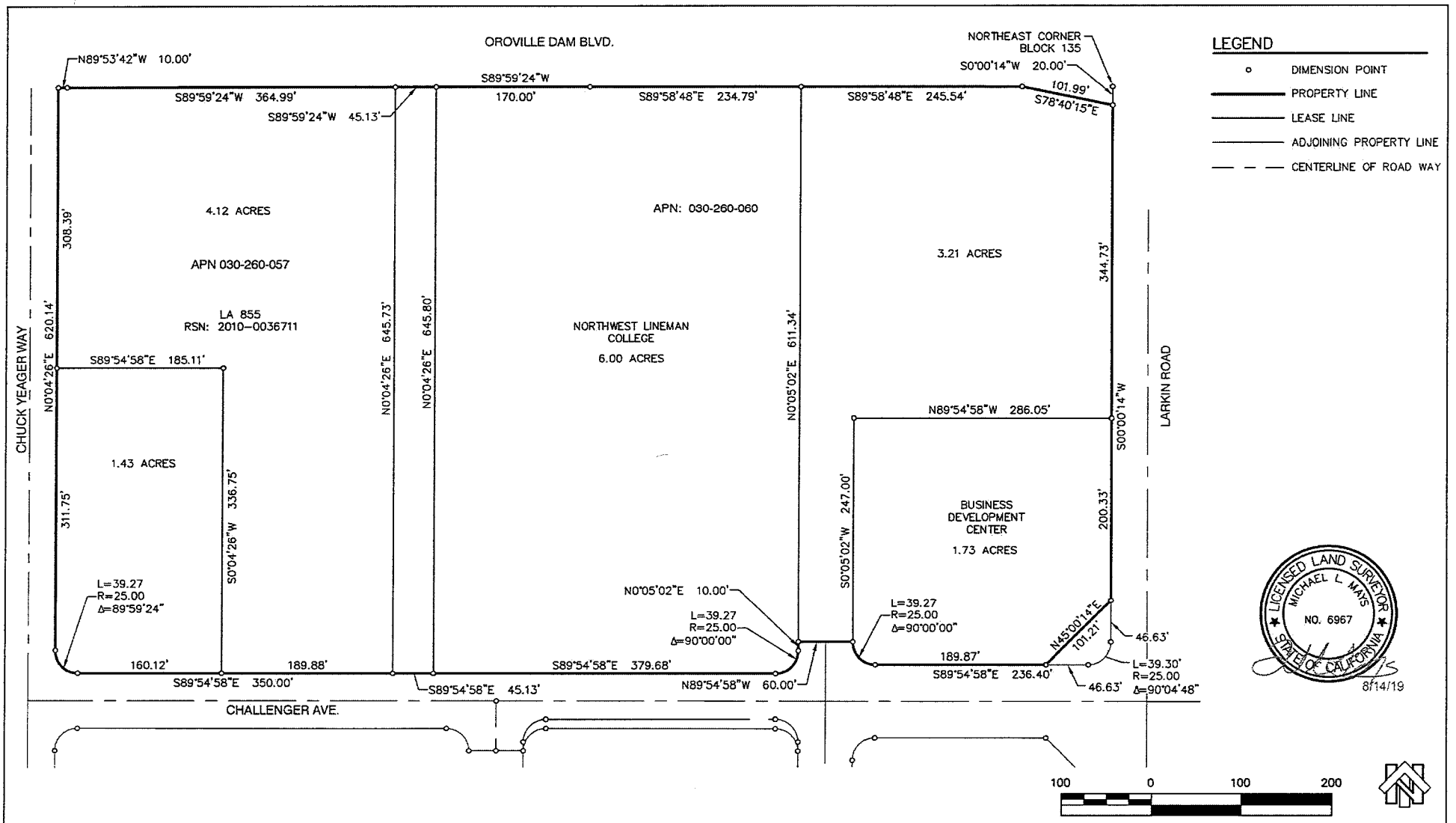
The basis of bearings for this description is said Record of Survey filed for record in the office of the Butte County Recorder on September 9, 2011, in Book 182 of Maps at pages 28-29.



Date: 8/14/19

Michael L. Mays, PLS 6967
NorthStar

APN 030-260-057 (PTN)



Designed: MLM	NORTHSTAR Designing Solutions		OROVILLE AIRPORT BUSINESS PARK	OROVILLE AIRPORT BUSINESS PARK	
Drawn By: TDA	111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926		OROVILLE, CALIFORNIA 95965	LEASE PARCEL EXHIBIT	
Approved:	PHONE: (530) 893-1600 www.northstareng.com			APN Number 030-260-060 / Job Number 19-093 / Scale 1"=100' Horz. NA Vert. / Sheet 1 Of 1	
Date: 8-13-19					

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY RETURNED TO THE CITY

EXHIBIT "A"

OROVILLE AIRPORT BUSINESS PARK
4.12 ACRE LEASE PARCEL DESCRIPTION

All that certain real property situate in the City of Oroville, County of Butte, State of California, being a portion of that 5.55± acre parcel as shown on that map entitled "Record of Survey Oroville Airport Business Park", filed for record in the office of the Butte County Recorder on September 9, 2011, in Book 182 of Maps at pages 28-29, and being more particularly described as follows:

BEGINNING at the northwest corner of said 5.55± acre parcel, said corner being at the intersection of the east line of Chuck Yeager Way and the south line of Oroville Dam Boulevard;

Thence, along said east line of Chuck Yeager Way, said line also being the west line of said 5.55± acre parcel, South 00°04'26" West 308.39 feet;

Thence, leaving said east line of Chuck Yeager Way, along a line parallel with south line of said 5.55± acre parcel, South 89°54'58" East 185.11 feet;

Thence, along a line parallel with the west line of said 5.55± acre parcel, South 00°04'26" West 336.75 feet to a point on the North line of Challenger Avenue, said line also being the south line of said 5.55± acre parcel;

Thence, along said north line of Challenger Avenue and the south line of said 5.55± acre parcel, South 89°54'58" East 189.88 feet to the southeast corner of said 5.55± acre parcel;

Thence, leaving said north line of Challenger Avenue, along the east line of said 5.55± acre parcel, North 00°04'26" East 645.73 feet to the northeast corner of said 5.55± acre parcel, said corner being on said south line of Oroville Dam Boulevard;

Thence, along said south line of Oroville Dam Boulevard, said line also being the north line of said 5.55± acre parcel, South 89°59'24" West 364.99 feet;

Thence, continuing along said south line of Oroville Dame Boulevard, North 89°53'42" West 10.00 feet to said **POINT OF BEGINNING**.

Containing 4.12 acres, more or less.

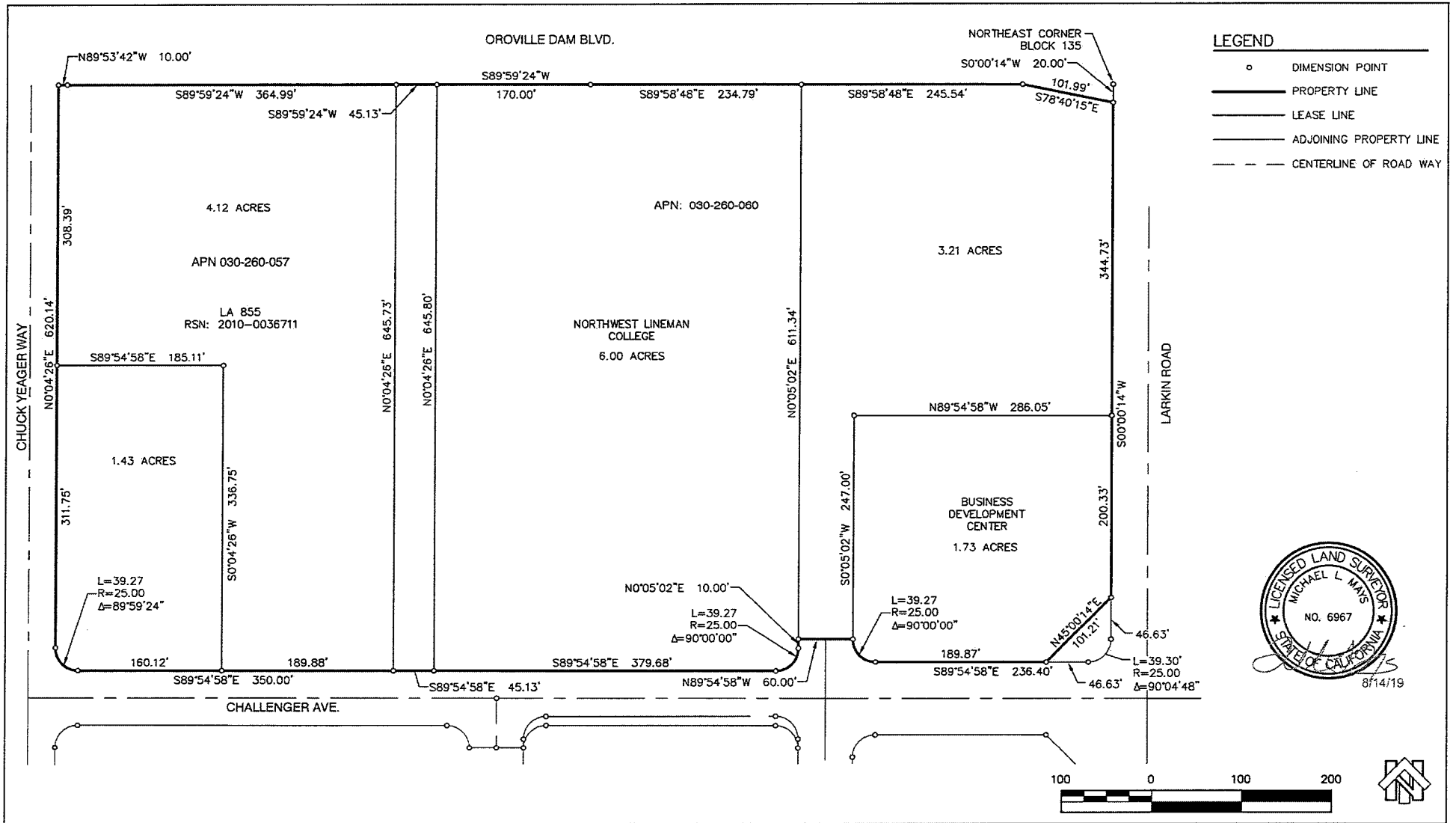
The basis of bearings for this description is said Record of Survey filed for record in the office of the Butte County Recorder on September 9, 2011, in Book 182 of Maps at pages 28-29.



Date: 8/14/19

Michael L. Mays, PLS 6967
NorthStar

APN 030-260-057 (PTN)



Designed: MLM Drawn By: TDA Approved: Date: 8-13-19	NORTHSTAR ... Designing Solutions 111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926 PHONE: (530) 893-1600 www.northstareng.com		OROVILLE AIRPORT BUSINESS PARK OROVILLE, CALIFORNIA 95965	OROVILLE AIRPORT BUSINESS PARK LEASE PARCEL EXHIBIT	
				APN Number 030-260-060	Job Number 19-093
				1"= 100' Scale Horz. NA Vert.	Sheet 1 Of 1

EXHIBIT C

FULL COPY OF LEASE AND PRIOR AMENDMENT

LEASE AGREEMENT BETWEEN THE CITY OF OROVILLE
AND THE ROBERT M. TAYLOR CORPORATION
(Agreement No. 855)

RECITALS

WHEREAS, the unemployment rate in the Oroville area has reached a rate approximately double the average unemployment rate experienced in the State of California, and

WHEREAS, it is a policy of the CITY OF OROVILLE to take all reasonable steps to create employment opportunities within the Oroville area, thereby lessening the unemployment rate, and

WHEREAS, there is a shortage of vacant commercial/light manufacturing lease space in Oroville, and

WHEREAS, the CITY OF OROVILLE and the OROVILLE REDEVELOPMENT AGENCY have invested and are investing large sums of money to make real property in the Oroville area suitable for development, and

WHEREAS, development of available commercial/light manufacturing building space on City owned property at the Oroville Municipal Airport will provide incentives for new, expanding, or relocating businesses which will thereby make job opportunities available for Oroville residents, and

WHEREAS, ROBERT M. TAYLOR CORPORATION has demonstrated the skill, experience, and knowledge necessary to develop, promote, and lease high quality commercial/light manufacturing building space, and

WHEREAS, the CITY OF OROVILLE and ROBERT M. TAYLOR CORPORATION have jointly designed the commercial-light manufacturing park on City owned land adjacent to the Oroville Municipal Airport, which will provide three hundred sixty thousand (360,000) square feet of commercial/light manufacturing space when completed, and

WHEREAS, the OROVILLE REDEVELOPMENT AGENCY and ROBERT M. TAYLOR CORPORATION shall enter into a Participation Agreement contemporaneous with this Lease regarding the first phase of development, and

WHEREAS, it is in the best interests of the citizens of the CITY OF OROVILLE that the CITY OF OROVILLE enter into this Lease with ROBERT M. TAYLOR CORPORATION,

INITIAL

GROUNDLEASE

ROBERT M. TAYLOR CORPORATION, a California corporation (hereinafter called LESSEE) and the CITY OF OROVILLE, a municipal corporation (hereinafter called LESSOR) and do hereby contract, covenant and agree as follows, to wit:

1. LESSOR does hereby lease unto LESSEE those certain lands known as Lot "A" in the Oroville Airport Commercial Park, more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein.

A. General. Except as expressly provided to the contrary in this Lease, references to "premises" is to the described land plus any described appurtenances, exclusive of any improvements (defined in paragraph 4) now or hereafter located on the premises, notwithstanding that any such improvements may or shall be construed as affixed to and as constituting part of said described land, and without regard to whether ownership of the improvements is in the LESSOR or the LESSEE.

B. Legal Description. The legal description of the premises, including all appurtenances, is set forth in Exhibit "A" attached to this Lease.

C. Use. LESSEE shall use the premises and improvements solely for the purpose of constructing, maintaining, and leasing for profit buildings with a purpose of increasing job opportunities in the Oroville area (the "business"). LESSEE shall not change the use without first obtaining the written consent of LESSOR. LESSEE shall use its best efforts to use and permit use of the premises and improvements for purposes permitted by this paragraph, which in LESSEE's reasonable opinion will maximize the number of job opportunities. LESSEE shall not use and shall not permit or suffer the premises or any portion of the improvements to be used in any manner which would violate the provisions of any certificate of occupancy issued with respect to any of the improvements, or any other license, permit or other governmental authorization which is required for the lawful use or occupancy of all or any portion of the premises or the improvements, or for any immoral purpose or any purpose which in LESSOR's reasonable judgment would be prejudicial to the reputation of LESSOR or the premises or confuse or mislead the public as to the relationship between LESSOR and LESSEE. If any license, permit or other governmental authorization is required for the lawful use or occupancy of any portion of the premises the LESSEE shall procure and maintain the same throughout the term of this Lease.

2. Basic or Fixed Rent:

LESSEE covenants and agrees to pay to LESSOR at the address herein mentioned, or at such other place or places as LESSOR shall from time to time designate in writing, for and throughout each lease year of this Lease, without demand or deduction of any nature whatsoever, except as in this Lease otherwise specifically provided, a net annual rental in a sum equal to one-half of one percent of the assessed

INITIAL

value of the land and improvements thereon as determined by the Butte County Tax Assessor for the tax year in which the rental payment is due. LESSEE hereby assigns to LESSOR all right, title, and interest in and to all funds to be paid to LESSEE pursuant to a Participation Agreement between LESSEE and the OROVILLE REDEVELOPMENT AGENCY which is to be executed contemporaneously with this Lease.

3. A. Term of Lease. The term of this Lease shall be for thirty-five (35) years, from and after January 1, 1987.

B. Option to Renew. LESSEE is given the option to extend the term of all the provisions contained in this Lease, except for minimum monthly rent, for three (3) fifteen (15) year periods following expiration of the initial term, by giving notice of exercise of each option to LESSOR at least six (6) months but not more than one (1) year before the expiration of the term, or extended term. Provided that, if LESSEE is in default on the date of giving an option notice, the option notice shall be totally ineffective, or if LESSEE is in default on the date the extended term is to commence, the extended term shall not commence, and the Lease shall expire at the end of the initial term or extended term. The parties shall have thirty (30) days after LESSOR receives the option notice in which to agree on minimum monthly rent during the extended term. If the parties agree on the minimum monthly rent for the extended term during that period, they shall immediately execute an Amendment to this Lease, stating the minimum monthly rent.

If the parties are unable to agree on the minimum monthly rent for the extended term within said thirty (30) day period, then within ten (10) days after the expiration of said period, each party, at its cost and by giving notice to the other party, shall appoint a real estate appraiser with at least five (5) years full-time commercial appraisal experience in the area in which the premises are located to appraise and set the minimum monthly rent for the extended term period. If a party does not appoint an appraiser within ten (10) days after the other party has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall set the minimum monthly rent for the extended term. If the two appraisers are appointed by the parties as stated in this paragraph, they shall meet promptly and attempt to set the minimum monthly rent for the extended term. If they are unable to agree within thirty (30) days after the second appraiser has been appointed, they shall attempt to elect a third appraiser meeting the qualifications stated in this paragraph within ten (10) days after the last day the two appraisers are given to set the minimum monthly rent. If they are unable to agree on the third appraiser, either of the parties to this Lease, by giving ten (10) days notice to the other party, can apply to the presiding Judge of the Superior Court of Butte County for the selection of a third appraiser who meets the qualifications stated in this paragraph. Each of the parties shall bear one-half of the costs of appointing the third appraiser and of paying the third appraiser's fee. The third appraiser, however selected, shall be a person who has not previously acted in any capacity for either party.

Within thirty (30) days after the selection of the third appraiser, a majority of the appraisers shall set the minimum monthly rent for the extended term. If a majority of the appraisers are unable

INITIAL -

to set the minimum monthly rent within the stipulated period of time, the three appraisals shall be added together and their total divided by three; the resulting quotient shall be the minimum monthly rent for the premises during the extended term.

In setting the minimum monthly rent for the extended term, the appraiser or appraisers shall consider the use to which the premises are restricted under this Lease and shall not consider the highest and best use for the premises without regard to the restriction on use of the premises contained in this Lease.

After the minimum monthly rent for the extended term has been set, the appraisers shall immediately notify the parties. If LESSEE objects to the minimum monthly rent that has been set, LESSEE shall have the right to have this Lease expire at the end of the term, provided LESSEE pays all the costs in connection with the appraisal procedure that set the minimum monthly rent. LESSEE's election to allow this Lease to expire at the end of the term must be exercised within ten (10) days after receipt of notice from the appraisers of the minimum monthly rent for the extended term. If LESSEE does not exercise its election within the ten (10) day period, the term of this Lease shall be extended as set forth in this paragraph 3B.

LESSEE shall have no other right to extend the term beyond the extended term.

4. Lease conditional upon improvements.

A. It is expressly understood and agreed by the parties hereto as a condition of this Lease that LESSEE at LESSEE's sole costs and expense shall obtain all necessary permits for and construct or cause to be constructed on the demised premises in accordance with all applicable building codes and regulations, a project containing a minimum of twenty four thousand (24,000) square feet, as described and specified on Exhibit B, attached hereto and by this reference incorporated herein. Said project shall be completed and certificates of occupancy for same obtained prior to June 30, 1988, unless otherwise prevented by act of God, and if not so completed, this Lease shall automatically terminate and all improvements shall become the property of LESSOR.

B. The duty to maintain first class condition. Throughout the term, LESSEE shall, at LESSEE's sole cost and expense, maintain the premises and all improvements in first class condition and repair (as defined herein), and in accordance with (a) all applicable laws, permits, licenses and other governmental authorizations, rules, ordinances, orders or decrees and regulations now or hereinafter enacted, issued, or promulgated by federal, state, county, municipal, and other governmental agencies, bodies and courts having or claiming jurisdiction and all their respective departments, bureaus, and officials ("laws"); (b) rules, orders, regulations and requirements now or hereinafter enacted, issued or promulgated by the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction and all insurance companies insuring all or any part of the premises or improvements, or both (the "insurance requirements").

INITIAL

LESSEE shall promptly and diligently repair, restore, alter, add to, remove, and replace, as required, the premises and all improvements to maintain or comply as above, or to remedy all damage to or destruction of all or any part of the improvements. Any repair, restoration, alteration, addition, removal, maintenance, replacement and other act of compliance under this paragraph 5 (hereinafter collectively referred to as "restoration") shall be completed by LESSEE whether or not funds are available from insurance proceeds, condemnation proceeds, or sub-tenants contributions. The restoration shall satisfy the requirements of any sub-lease then in effect for the premises or improvements with respect thereto or, if no sublease is then in effect, shall be repaired or restored to the building standard shell condition existing immediately prior to the date of such damage or destruction.

If during the last five (5) years of the original term, or during any option period, a casualty occurs for which insurance is not required under this Lease and which causes damages in excess of one-half (1/2) of the then fair market value of the improvements, then LESSEE may elect to terminate this Lease.

Nothing in this provision defining the duty of maintenance shall be construed as limiting any right given elsewhere in this Lease to alter, modify, demolish, remove, or replace any improvement. No deprivation, impairment, or limitation of use resulting from any event or work contemplated by this paragraph shall entitle LESSEE to any abatement, deduction, diminution, offset or reduction in rent nor to any termination or extension of the term, except as provided herein.

a. First class condition defined: "First class condition and repair" means restoration which is necessary to keep the premises and improvements in efficient and attractive condition, at least substantially equal in quality to the condition which exists on the date of this Lease and similar to that maintained by managers of similar businesses and in accordance with LESSEE's duty under this Lease to maximize job opportunities. The LESSOR and LESSEE do not intend by the immediately preceding sentence that a property item is not in first class condition and repair merely because of ordinary and reasonable wear and tear that does not materially reduce the attractiveness or utility of the item. LESSEE's obligation to maintain the premises and all improvements in first class condition and repair also requires that LESSEE employ LESSEE's best efforts to cause to be operated the business in a manner that will produce at all times the maximum number of job opportunities.

LESSEE understands and agrees that, in order to (i) operate the business in a first class manner, (ii) maintain the premises and improvements in a first class condition and repair, and (iii) to provide up to date facilities in first class order, consideration of and the performance of periodic major restoration of the improvements and all operations therein as necessary. Therefore, LESSEE shall submit to LESSOR, prior to the expiration of the fifteenth (15th) calendar year and each fifteen (15) years thereafter during the term a plan for major restoration of the

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improvements. If any such restoration is not then required in LESSEE's reasonable business judgment, LESSEE shall not submit such a plan but shall state to LESSOR the reasons why such work is not required which statement shall be in form and substance reasonably satisfactory to LESSOR. The plan (which shall be subject to the further provisions of sub-paragraph d herein) shall provide for commencement of work within six (6) months after the required submittal date. LESSOR shall not unreasonably withhold its consent to any submitted plan, and LESSEE agrees to prepare and submit a new plan within thirty (30) days of rejection of a plan by LESSOR. After approval of a plan by LESSOR, LESSEE shall promptly secure all necessary permits, licenses and other approvals for the work and shall commence construction and thereafter shall diligently prosecute the same to completion as provided in the plan and in accordance with this Lease.

b. Contest by Lessee. Upon prior written notice to LESSOR, LESSEE has the right to contest by appropriate judicial or administrative proceedings, without cost or expense to LESSOR, the validity or application of any laws requiring LESSEE to repair, maintain, alter, or replace the improvements in whole or in part, and LESSEE shall not be in default for failing to do such work until a reasonable time following final determination of LESSEE's contest; provided, however, such right shall not abridge, minimize, or otherwise modify any other applicable provision of this Lease, which provision is to remain in full force and effect. If LESSEE gives notice of contest, LESSEE shall first furnish LESSOR with security thereforin an amount satisfactory to LESSOR in its sole and arbitrary discretion, or with a bond satisfactory to LESSOR in its sole and arbitrary discretion, in form, amount, and insurer, guaranteeing compliance by LESSEE with the contested laws and indemnifying LESSOR against all liability and expenses that LESSOR may sustain or incur by reason of LESSEE's failure or delay in complying with the laws, including attorney fees. LESSOR may, but is not required to, contest any such laws independently of LESSEE, and may take positions inconsistent with those of LESSEE. LESSEE shall not take any position with respect to any such law which, in LESSOR's sole and arbitrary discretion, might result in an interpretation that LESSOR is required to repair, alter, or replace all or any portion of the improvements.

c. Minor construction. LESSOR's approval is not required for LESSEE's minor restoration. "Minor" means an expenditure for restoration which does not exceed twenty five thousand ($25,000) dollars ("minor amount"). The minor amount shall be increased (or decreased) proportionately to any increase (or decrease) in the consumer price index for all items - U. S. average ("CPI"), as published by the United States Department of Labor, Bureau of Labor Statistics. The increase (or decrease) in the minor amount shall be determined by multiplying the sum of $25,000 by a fraction, the numerator of which is the adjustment index (as hereinafter defined) and the denominator of which is the base index (as hereinafter defined). The term "base index" as used in this

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Lease is the CPI figure of the date of this Lease. The term "adjustment index" as used in this Lease shall be the CPI figure closest to the date on which the restoration is scheduled to commence, as such figure is recorded in the United States Department of Labor's most comprehensive official index then in use and most nearly similar and corresponding to the base index. If the adjustment index is calculated from a base different from the base used herein for the base index, the base index used for calculating the new minor amount shall first be converted to correspond to the adjustment index under a formula supplied by the Department of Labor. If the United States Department of Labor shall discontinue publication of the base index, in that event a consumer price index of the same type and character shall be determined and published by another department of the United States Government, then the index most nearly similar to the base index shall be used for the computation contemplated herein. In the absence of any such official consumer price index published by a United States governmental agency, then the most nearly similar index published by a responsible private organization shall be used. "Major" means all other restoration. Restoration costs shall include the actual cost to tenant for any demolition and any removal of existing improvements or parts of improvements as well as for preparation, construction, and completion of all new improvements or parts of improvements.

d. Major construction. Before any major construction is commenced on the premises or improvements, including, without limitation, the delivery of any building materials to the premises in connection with such work and the entering into, and the commencement of work under, any contract covering both off-site and on-site work ("major work of improvement"), LESSEE shall comply with all the following conditions:

(1) Plans and Specifications. LESSEE shall deliver and assign to LESSOR for LESSOR's approval and use two (2) sets of preliminary construction plans and specifications prepared by an architect or engineer licensed to practice as such in the State of California. Said plans and specifications shall provide for the construction of all improvements within the exterior property lines of the premises; provided, however, that work beyond the premises required by the laws or work on utilities serving the premises or affected by the contemplated construction, work on access areas, and work required by conditional use requirements will not violate this provision. With the plans and specifications, LESSEE shall deliver to LESSOR the certificate of the person or persons who prepared the plans and specifications acknowledging and accepting assignment of the plans and specifications to, and their use by, LESSOR and certifying that LESSEE has fully paid for them or waiving payment and waiving any right to a lien for preparing them and otherwise acceptable to LESSOR in its sole and arbitrary discretion.

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(2) Landlord's consent required. Landlord shall not unreasonably disapprove preliminary plans and specifications. Approval or disapproval shall be communicated in the manner provided for notices, and disapproval shall be accompanied by specification of the grounds for disapproval; provided that LESSOR's failure to disapprove within thirty (30) days after receipt by LESSOR shall be conclusively considered to be approval by LESSOR. Following LESSOR's first or any subsequent disapproval, LESSEE may elect to (a) submit revised plans and specifications, or to (b) give notice contesting the reason-ableness of LESSOR's disapproval. If the reasonableness of LESSOR's disapproval is sustained, LESSEE shall perform as in (a) above; if it is not sustained, the plans and specifications shall be considered approved. Disapproval and election to submit revised plans and specifications shall extend the time to commence and complete construction by the longer of (a) thirty (30) days or (b) the period of time attributable to resolution of any dispute over the reasonableness of LESSOR's disapproval of the plans and specifications.

(3) Final working plans and specifications. LESSEE shall prepare final working plans and specifications substantially conforming to preliminary plans previously approved by LESSOR, submit them to the appropriate governmental agencies (including, where necessary, LESSOR) for approval, and deliver and assign to LESSOR for LESSOR's approval and use one complete set as approved by the governmental agencies. Changes from the preliminary plans shall be considered to be within the scope of the preliminary plans if they are not substantial, or if they are made to comply with suggestions, requests, or requirements of a governmental agency or official in connection with the application for permit or approval, and if they do not diminish substantially in size, utility or value the improvements as the same then exist or are contemplated in the preliminary plans and specifications previously approved by LESSOR. With the plans and specifications, LESSEE shall deliver to LESSOR the certificate of the person or persons who prepared the plans and specifications acknowledging and accepting the assignment of the plans and specifications to, and their use by, LESSOR and certifying that LESSEE has fully paid for them, or waiving payment, and waiving any right to a lien for preparing them, and otherwise acceptable to LESSOR in its sole and arbitrary discretion.

(4) Notice of commencement of construction. LESSEE shall notify LESSOR of LESSEE's intention to commence any major work of improvement at least ten (10) days before commencement of any such work. The notice shall specify the approximate location and nature of the intended work. LESSOR shall have the right to post and maintain on the premises any notices of non-responsibility provided for under applicable law, and to inspect the premises or

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improvements in relation to such work at all reasonable times.

(5) General contractor, funds to complete. All major work of improvement shall be performed by a general contractor holding a valid license to act as such issued by the State of California. In the event LESSEE contracts with a general contractor, LESSEE shall furnish LESSOR with a true copy of LESSEE's contract with the general contractor, together with evidence of the general contractor's financial condition and evidence that LESSEE has sufficient funds committed to complete the construction. LESSEE shall also pay for and obtain performance and completion bonds and labor and material payment bonds in the amount of the contract, naming LESSOR as assured. The general contract shall (i) give LESSOR the right, but not the obligation, to assume LESSEE's obligations and rights under that contract if LESSEE should default under the contract or this Lease; and (ii) provide that LESSOR, its agents and representatives, may enter the premises or improvements at any reasonable time thereafter to cause completion of the construction. LESSEE shall assign to LESSOR for its use the general contract and all of said bonds, and LESSEE shall deliver to LESSOR an acknowledgment and acceptance by the general contractor and issuer of the bonds to the assignment to LESSOR, said acknowledgment and acceptance to be in such form as LESSOR in its sole and arbitrary discretion may require. LESSOR may disapprove the LESSEE's contract with the general contractor or the general contractor's financial condition, by giving written notice thereof to LESSEE. The notice shall specify the grounds for disapproval. LESSOR shall not unreasonably disapprove and shall be considered to have approved in the absence of notice of disapproval given within thirty (30) days after LESSEE furnishes the contract and evidence specified above.

(6) Compliance with laws. LESSEE shall procure and, upon prior request of LESSOR, deliver to LESSOR at LESSEE's expense evidence of compliance with all the laws, including, without limitation, all permits, licenses, and other governmental authorization.

(7) Insurance required. LESSEE shall deliver to LESSOR (a) certificates of course of construction insurance, (b) evidence of Workers' Compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against LESSOR or any of the premises, or LESSOR's interest in the premises, the improvements and this Lease or any of them or against LESSEE, the improvements and the leasehold estate of LESSEE, and (c) evidence that LESSEE has paid or caused to be paid all premiums for the coverage described above in this paragraph and any increase in premiums on insurance provided for in Article 8, sufficient to assure maintenance of all insurance required under this Lease dur-

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ing the anticipated course of the work. LESSEE shall maintain, keep in force, and pay all premiums required to maintain and keep in force all insurance required under this paragraph 4(d)(7) at all times during which such work is in progress.

e. No warranties. LESSOR makes no covenants or warranties respecting the condition of the soil or subsoil or any other condition of the premises or improvements, or any plans and specifications previously approved by LESSOR at the commencement of this Lease, or approved by LESSOR under this Lease. Each assignment of plans, specifications, general contract, and bonds shall provide that LESSOR shall not include any liability thereunder by reasons of such assignment.

5. Option to Lease Other Parcels; Right of First Refusal.

A. Option

Provided LESSEE is not in default in its performance of any of the terms of this Lease, LESSEE shall have the option to Lease all other parcels and/or lots in the Oroville Airport Commercial Park upon the same terms and conditions as in this Lease contained, except that the term thereof shall be equal to the term then remaining on this Lease at the time of exercise of the option. LESSEE may exercise the option by giving written notice of exercise of the option to LESSOR at ~~least one (1) year but~~ not more than five (5) years following the execution of this Lease. Provided that, if LESSEE is in default on the date of giving the option notice, the option notice shall be totally ineffective, or if LESSEE is in default hereunder on the date the lease of any other parcel or lot is to commence, the lease on said other parcel or lot shall not commence, and the option notice and any Lease executed in connection therewith shall be totally ineffective.

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B. Right of First Refusal.

In the event LESSOR gives LESSEE written notice that LESSOR has received a written offer to lease a parcel or parcels from any person other than LESSEE, LESSEE shall have thirty (30) days within which to enter into a lease with LESSOR which lease shall be upon the exact same terms and conditions as contained in the offer to lease. If LESSEE fails to enter into such lease with LESSOR, then in that event LESSEE's option upon the parcel or parcels described in the notice shall cease.

The written notice to LESSEE shall be accompanied by a copy of the offered Lease and shall be given to LESSEE within fifteen (15) days of receipt by LESSOR.

6. Ownership of improvements and personalty.

A. Ownership of improvements during lease term. Title to improvements existing on the premises at the commencement date of this Lease and of all improvements constructed on the premises pursuant to the terms of this Lease shall be owned and may be depreciated for

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income tax purposes by LESSEE until expiration of the term or sooner termination of this Lease; provided, however, LESSOR disclaims any warranty of title or any representation or warranty that depreciation may be available to LESSEE.

B. Ownership of improvements at termination. All improvements on the premises at the expiration of the term or sooner termination of this Lease, shall, without compensation to LESSEE, then automatically and without any act of LESSEE or any third party become LESSOR's property. LESSOR may deliver to LESSEE not more than six (6) months prior to the end of the original term including any and all option periods, its notice that it will require LESSEE, at LESSEE's cost, to remove all or any portion of the buildings and other improvements, including foundations and other below grade structures, from the premises. LESSEE shall, within twenty (20) days following delivery of the notice, give LESSOR a bond or other suitable security acceptable to LESSOR in its sole and arbitrary discretion to secure LESSEE's performance of its obligation to so remove. All improvements, including foundations and other below grade structures, which LESSOR requires LESSEE to remove shall be removed at LESSEE's cost within sixty (60) days after the expiration of this Lease.

C. Trade fixtures. Any property which may be removed by a subtenant pursuant to a sublease approved by LESSOR under Article 14 may be removed by such subtenant when permitted thereunder subject to all the terms of the sublease, including, without limitation, repair of damage caused by such removal. Excluding the property described in the preceding sentence, LESSEE agrees that the following items are real property or, if personalty, shall be treated as real property for purposes of this Article 6:

> all machines, equipment, material, appliances and fixtures now or hereafter installed or placed by LESSEE on the premises for the generation and distribution of air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or air-conditioning purposes, or for sanitary or drainage purposes, or for the exclusion of vermin, or insects, or for the removal of dust, refuse or garbage, and including all awnings, window shades, drapery rods and brackets, screens, floor coverings, incinerators, carpeting and all furniture and fixtures used in the operation of the buildings and other improvements, together with all additions to, substitutions for, changes in or replacements of the whole or any or all of said articles of property.

7. Leasehold financing; sale of leasehold by Lessee.

A. Lessee's right to mortgage leasehold. LESSEE shall have the right to subject its leasehold estate or the improvements to any mortgage, sale or assignment.

B. Sale of leasehold by Lessee. LESSEE may at any time, so long as LESSEE is not then in default under the terms of this Lease, notify LESSOR in writing ("Lessee's sale notice") that it desires to sell (subject to the further provisions of paragraphs 7B1 and 7B2) all

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of its interest in this Lease and improvements to an operator of property substantially similar to the business who is financially qualified and experienced to perform all the agreements, undertakings, and covenants of this Lease and all other agreements entered into by LESSEE, which relate to the management, operation, maintenance, construction and restoration of the improvements on the premises. To assist LESSOR in determining whether or not the proposed transferee is so qualified, LESSEE shall furnish to LESSOR at no expense to LESSOR prior to such sale, detailed and complete financial statements of the proposed transferee, audited by a certified public accountant reasonably satisfactory to LESSOR (if the proposed transferee causes its statements to be so audited in its normal course of business), together with detailed and complete information about the business of the proposed transferee, its experience in operating property substantially similar to the business, the use to be made of the premises and improvements by the proposed transferee, projections by the proposed transferee of the sources of funds to be used to repay any indebtedness of LESSEE which the proposed transferee will assume or take subject to, or agree to pay to LESSEE, and other claims upon and requirements for such funds, together with such other information as LESSOR may reasonably require to assist LESSOR in determining whether or not the proposed transferee is so qualified. LESSEE shall not consummate the sale until LESSOR gives written consent, which consent shall be subject to the prior right of LESSOR under paragraphs 7B1 and 7B2, but shall not be unreasonably withheld if the operator is so qualified. LESSEE's sale notice shall include an executed copy of the contract of sale and shall indicate the purchase price, terms, and to whom LESSEE desires to sell its interest in this Lease. LESSOR shall have thirty (30) days after receipt of LESSEE's sale notice to elect to consent to the sale, pursuant to paragraph 7B1 or to purchase pursuant to paragraph 7B2. Failure of LESSOR to timely make the election shall be conclusively deemed to be an election by LESSOR under paragraph 7B1.

1. Consent to sale. LESSOR may consent to the sale by LESSEE to the person and at the purchase price and upon the terms set forth in LESSEE's sale notice. In the event LESSOR so consents, LESSEE shall consummate the sale within one hundred and twenty (120) days after such consent.

2. Purchase by Lessor. LESSOR may elect to purchase all of LESSEE's interest in this Lease and improvements upon the terms and at the price set forth in LESSEE's sale notice. In such event, the sale shall be consummated within one hundred and twenty (120) days of such election and the proceeds received by LESSEE from LESSOR shall be disbursed as follows:

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(a) To LESSEE, any expenses and disbursements reasonably paid or incurred by or on behalf of LESSEE which are customarily incurred by sellers of similar property in Butte County, California, for or in connection with such sale.

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(b) The balance to LESSEE.

C. Continuation of Provisions. The preceding provisions of this paragraph 7 shall continue in full force and effect following a sale and shall apply to each sale by LESSEE, its successors, and assigns from time to time thereafter. This paragraph 7C shall not be construed to mean that any other provision of this Lease will not apply to successors or assigns of LESSEE.

D. Assignment. The financial stability and managerial and operational ability of LESSEE are substantial and material considerations to LESSOR in its agreement to enter into this Lease. LESSEE understands and acknowledges that a transfer of the premises, improvements, or all or any part of this leasehold, or a change in the entity operating and managing the premises or improvements may significantly and materially alter and reduce LESSOR's security for payment of the rent and other obligations of this Lease. Therefore, in order to induce LESSOR to enter into this Lease, LESSEE agrees that any transfer (as hereinafter defined), whether voluntarily, involuntarily, or by operation of law, without the prior written consent of LESSOR, which consent shall not be unreasonably be withheld, shall be null and void an event of default. As used herein, the term "transfer" includes (i) the sale, conveyance or other transfer of the premises, improvements or LESSEE's interest in this Lease, or any part thereof, or any interest therein, (ii) the divestiture of all or part of LESSEE's title thereto, or interest therein, (iii) the sale, conveyance, or other transfer of any stock in LESSEE if LESSEE is a corporation, or any partnership interest in LESSEE if LESSEE is a partnership, (iv) any change in the allocation of income, profits or losses among the partners of LESSEE if LESSEE is a partnership, (v) the mortgage, pledge or other hypothecation of any stock or partnership interest in LESSEE, (vi) the merger of consolidation of LESSEE into another corporation, or the reorganization of LESSEE if LESSEE is a corporation, and (vii) any agreement of LESSEE, of any stockholder, officer or director of LESSEE if LESSEE is a corporation or of any partner if LESSEE is a partnership to do any of the foregoing. Any involuntary act which causes a transfer described in clauses (iii), (iv), (vi) or (vii) shall not be deemed a transfer; provided, however, that LESSOR may elect any or all of the following:

a. Accept any new stockholder or partner of LESSEE;

b. Require LESSEE to appoint and hire a manager of the premises and improvements acceptable to LESSOR; or

c. Waive its right to elect under clauses (a) and (b).

LESSOR shall give LESSEE notice of its election within thirty (30) days after being notified of the event giving rise to LESSOR's election. LESSOR's failure to make such election timely shall be deemed the election of LESSOR under clause (c). A transfer in accordance with paragraph 7B1 shall not be deemed a transfer. Any

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transfer in accordance with Article 7 or any transfer (whether to a person with respect to whom consent to transfer is hereafter given or otherwise) shall be subject to this Lease, and, upon request of LESSOR, any transferee shall assume by a recordable instrument delivered to and satisfactory to LESSOR, all obligations hereunder and agree to be bound by all provisions herein. Such assumption shall not, however, release LESSEE from any liability hereunder. Consent to one such transfer or transfer in accordance with paragraph 7B1 shall not be deemed a waiver of the right to acquire consent to future or successive transfers. LESSEE shall give written notice to LESSOR within thirty (30) days of each transfer whether or not LESSOR's consent thereto is required or such an event is not an event of default.

8. Liability Insurance:

LESSEE agrees to pay all required premiums for and to keep in effect at all times during the term of this Lease, and to provide LESSOR with a certificate of, a policy or policies of insurance, reflecting minimum coverages as follows:

1,000,000 combined single limit.

Said insurance to be written on an "occurrence" basis and LESSEE agrees to name LESSOR co-insured under said policy or policies and furnish LESSOR with a Certificate of Insurance evidencing same.

Not more frequently than each three (3) years, if, in the opinion of LESSOR, the amount of public liability and property damage insurance coverage at that time is not adequate, LESSEE shall increase the insurance coverage as required by LESSOR. If such an election is is made by LESSOR, the amount of insurance required under this paragraph shall be increased by multiplying the insurance amounts under this paragraph by a fraction, the numerator of which shall be the CPI index most recently published preceding the date of notification of the requested adjustment, and the denominator of which shall be the index most recently published preceding the commencement of the term.

9. Signs

LESSEE shall place no sign upon any portion of the premises herein without first procuring the written consent of LESSOR, which consent of LESSOR shall not unreasonably be withheld. The parties agree that LESSEE shall submit to LESSOR sketches to scale of any proposed signs. All signs shall conform to the requirements of the Oroville Sign Ordinance.

10. Obligations of LESSEE:

A. The use and occupancy of said premises by the LESSEE shall be without cost or expense to the LESSOR. It is understood and agreed that the LESSOR is not obligated to furnish any utility services, such as gas, water, electricity and sewers to the LESSEE during the period of occupancy. The LESSEE shall assume and pay for necessary fire extinguishers for building interior and meters for measuring service of lights, water, sewer and gas.

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B. LESSEE agrees, at its own expense, to cause the lands leased and any improvements and appurtenances thereon to be maintained in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements at the Airport. The maintenance responsibilities in this paragraph include the landscaped areas immediately surrounding the buildings to be constructed by LESSEE.

C. LESSEE agrees to cause to be removed, at its own expense, from the leased premises all waste, garbage, and rubbish and agrees not to deposit the same on any part of the Airport.

D. LESSEE shall save the LESSOR harmless of and from any and all costs or charges for utility services furnished to, or required by, the LESSEE during the term of this Lease, provided, however, that the LESSEE is hereby given the right to connect to any and all storm and sanitary sewers, water and electricity utility outlets, at its own cost and expense, and shall pay for any and all service charges incurred or used on said leased premises.

E. LESSEE shall operate the business in a first-class manner in accordance with the highest standard for this type of operation. The service shall at all times be prompt, courteous and efficient. The LESSEE specifically agrees:

(1) That in its operation and the operation of all its facilities on the airport, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, sex or national origin in the use of any facilities provided for the public on the airport.

(2) That in rendering to the public any service it will furnish said service on a fair, equal and not unjustly discriminatory basis to all users thereof; and will charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reduction to volume purchasers.

F. LESSEE will obey the Rules and Regulations set forth in Ordinance No. 1059 with amendments as may from time to time be promul gated by LESSOR or its authorized agents in charge of the Airport to insure the safe and orderly conduct of the Airport, and LESSEE shall obey such rules and regulations as may from time to time be promulgated by the United States or any department or agency thereof, and by the State of California, for like purposes.

G. LESSEE accepts the leased premises in their present condition and without expense to LESSOR, LESSEE will make all necessary improvements.

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H. In the event the LESSEE does not maintain the premises in a satisfactory condition in accordance with the terms of this Lease, the LESSOR shall have the right to perform necessary maintenance thereon at LESSEE's expense.

11. License Fees and Taxes:

LESSEE shall pay promptly and discharge all lawful taxes and assessments which may be levied by the state, county or other taxing agency on any taxable interest of LESSEE as well as all taxes and assessments on taxable personal property of whatever nature owned by LESSEE and located on the leased premises. LESSEE shall promptly pay all excise, licenses, and permit fees of whatever nature applicable to the operation of LESSEE's business.

12. Fire Insurance:

A. Fire and Extended Coverage LESSEE, at LESSEE's sole cost and expense, shall provide and maintain insurance covering the improvements, including, without limitation, all buildings, structures, and improvements now situate or which hereafter may be erected or placed upon the premises, against loss or damage by fire, vandalism, malicious mischief, wind storm, hail, smoke, explosion, riot, civil commotion, vehicles, aircraft, flood or earthquake, together with such other insurance as LESSOR may require from time to time in its sole and arbitrary discretion, including, without limitation, endorsements for increase, cost of construction due to changes in laws, agreed amount or demolition. All such insurance shall be in an amount not less than one hundred (100%) per cent of the replacement cost (the "replacement cost") exclusive of foundations and below ground improvements (but sufficient to satisfy the requirements of any co-insurance clause). Such insurance shall be provided whether or not required at the commencement of this Lease and whether or not such insurance is now written and shall be in forms and with companies satisfactory to LESSOR in its sole and arbitrary discretion. LESSEE shall not carry any insurance the effect of which would be to reduce the protection of or payment to LESSEE or LESSOR under any insurance that this Lease obligates LESSEE to carry. If any dispute as to whether the amount of coverage of insurance obtained by LESSEE complies with the requirements of this paragraph 12A cannot be resolved by agreement, LESSOR may, not more often than every twelve (12) months, request that the replacement cost be determined at LESSEE's option, by either (a) the carrier of the insurance then in force, or (b) such other carrier of insurance as is acceptable to LESSOR, and the resulting determination shall be conclusive between the parties for the purpose of this paragraph. LESSEE shall include LESSOR as the first loss payee.

B. Use of Proceeds. LESSOR shall, at LESSEE's cost and expense, cooperate fully with LESSEE to obtain the largest possible recovery under all policies of fire and extended coverage insurance required by paragraph 12A and all such policies shall provide that the proceeds shall be paid as follows:

If the proceeds do not exceed the amount defined in this Lease as the measure of minor restoration, all the proceeds

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shall be adjusted by and paid to LESSEE and shall be applied to LESSEE for the restoration of any improvements damaged or destroyed by the casualty giving rise to the insurance claim. If the proceeds exceed that measure, all the proceeds shall be adjusted by LESSOR and LESSEE, deposited with LESSOR and disbursed subject to all the provisions of this Lease, including, but without limitation, the paragraph governing major works of improvement and the further following provisions:

a. LESSEE shall pay LESSOR upon request from time to time the amount the estimated cost of completing the restoration, as determined by LESSOR, exceeds the amount of the proceeds deposited with LESSOR (all funds deposited with or received by LESSOR are referred to as the "restoration fund"). All funds remaining in the restoration fund upon completion of the restoration shall be paid to LESSEE. If an event of default exists at the time the casualty occurs or at any time thereafter, then at the sole and arbitrary option of LESSOR, all or part of the restoration fund may be applied by LESSOR (i) to the restoration and no such refund shall be due LESSEE, or (ii) to cure any event of default.

b. Disbursement shall be made from time to time as reasonably requested by LESSEE in an amount not exceeding ninety (90) per cent of the cost of the work completed since the last disbursement, upon receipt of satisfactory evidence of the stage of completion and of performance of the work in a good and workmanlike manner in accordance with the contracts, plans, and specifications.

c. At the time of any disbursement, no event of default shall exist hereunder, as no mechanics' or material men's liens or stop notices shall have been filed and remain undischarged.

d. LESSOR may retain ten (10%) per cent of the restoration fund until the restoration is fully completed, the mechanics' lien claim period has expired, and there are no undischarged liens nor stop notices.

e. LESSOR may comingle the restoration fund with its general assets, and no segregated account need be established. LESSEE shall not be entitled to any interest on restoration funds. Under no circumstances shall LESSOR be deemed to be a trustee or have any fiduciary obligation with respect to the restoration fund.

f. LESSOR may impose such other reasonable conditions as are then customarily imposed by construction lenders in the area where the premises are located.

g. Nothing herein shall discharge, postpone, or delay the performance of any other covenant, promise, or agreement of LESSEE undertaken by this Lease. The right of LESSOR (whether or not exercised) to apply restoration funds to

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complete the restoration shall not be deemed to cure any default of LESSEE or satisfy any damages of LESSOR hereunder.

C. Other insurance. LESSEE shall procure and keep in force and in form and amount of coverage satisfactory to LESSOR:

a. Boiler pressure vessels and machinery insurance if at any time or from time to time such equipment is located on the premises or improvements, the proceeds of which shall be distributed in accordance with the provisions of Paragraph 12B hereof.

b. Rental insurance covering six (6) months loss of rents from sub-tenants.

c. If LESSEE commits, permits, or causes the conduct of any activity or the bringing or operation of any equipment on or about the premises or improvements creating unusual hazards, LESSEE shall promptly procure and maintain in force, during such activity or operation, insurance sufficient to cover the risks represented thereby. LESSOR's demand for unusual hazard insurance shall not constitute a waiver of LESSOR's right, if LESSOR would otherwise have that right, to demand the removal, cessation, or abatement of such activity or operation.

d. Other insurance in amounts from time to time required by LESSOR, against other insurable risks.

e. LESSEE may procure and maintain any insurance not required by this Lease, but all such insurance shall be subject to all other provisions of this Lease pertaining to insurance.

D. Form of insurance. All insurance required by express provisions of this Lease shall be carried only with responsible insurance companies acceptable to LESSOR and licensed to do business in the State of California. All such policies shall be non-assessable, and shall contain language to the effect that (a) any loss shall be payable notwithstanding any act or negligence of LESSOR or LESSEE that might otherwise result in a forfeiture of the insurance, (b) the insurer waives rights of subrogation against LESSOR, (c) the policies are primary and noncontributing with any insurance that may be carried by LESSOR and (d) they cannot be cancelled or materially changed except after fifteen (15) days written notice by the insurer to LESSOR. LESSEE shall furnish LESSOR with copies of all such policies certified by the insurer within the following time limits:

a. For insurance required at the commencement of this Lease, upon execution of this Lease;

b. For insurance becoming required at a later date, at least fifteen (15) days before the requirement takes

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effect, or as soon thereafter as the requirement, if new, takes effect;

c. For any renewal or replacement of a policy already in existence, at least fifteen (15) days before the expiration or other termination of the existing policy.

If LESSEE fails or refuses to secure or to maintain insurance as required by this Lease, or fails or refuses to furnish LESSOR with required proof that the insurance has been procured and is in force and paid for, LESSOR shall have the right, without option so to do, at LESSOR's sole and arbitrary discretion and without notice, to procure and maintain such insurance. LESSOR shall give prompt notice to LESSEE of the payment of such premiums, stating the amounts paid, the names of the insurer or insurers. If LESSOR requests assignment of the insurance policies required under this Lease at expiration of the Lease, LESSOR shall reimburse LESSEE pro rata for all prepaid premiums on such insurance and LESSEE shall assign LESSEE's right, title, and interest to said insurance to LESSOR.

13. Worker's Compensation Insurance and Social Security:

LESSEE will furnish to LESSOR adequate evidence of provision for Worker's Compensation insurance, social security, and unemployment compensation upon request.

14. Sub-leases.

LESSEE shall have the right after the commencement of this Lease to enter into a sub-lease after first obtaining the written consent of LESSOR, which consent shall not be unreasonably withheld, provided the following provisions are complied with:

(a) Each sub-lease shall be reasonably satisfactory to LESSOR and shall contain a provision that sub-tenant be required to attorn to Lessor upon termination of this Lease. The sub-lease shall also provide that if LESSEE defaults under this Lease, the sub-tenant will make payments to LESSOR after receipt of notice of LESSEE's default, and, notwithstanding any dispute between LESSOR and LESSEE, any such payment which complies with the terms and conditions of the sub-lease, shall constitute full satisfaction of the sub-tenants obligation to LESSEE under the sub-lease. The sub-lease shall further provide that in the event of a Lessee default under the sub-lease, the sub-tenant will not terminate the sub-lease until LESSOR has received notice of the default. LESSOR shall not be required or obligated to cure any default. LESSOR shall have thirty (30) days following receipt of notice to determine whether it wishes to cure the default and, thereafter, if it wishes to cure, the sub-tenant may not terminate the sub-lease so long as LESSOR is diligently prosecuting such cure to completion (including without limitation, termination of the ground Lease if necessary or appropriate in the LESSOR's sole and arbitrary discretion).

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b. LESSEE shall, promptly after execution of each sub-lease, notify LESSOR of the name and mailing address of the sub-tenant and shall provide LESSOR with a true copy of the sub-lease.

c. LESSEE shall not accept, directly or indirectly, more than six (6) months pre-paid rent from any sub-lessee.

d. Each sub-lease shall be to a sub-tenant for actual possession, and shall require the sub-tenant to excusively occupy the premises and improvements so leased within ninety (90) days after the monthly rent becomes payable. LESSEE shall not be in default, however, if within ninety (90) days after such sub-tenant was required to pay monthly rent, LESSEE at LESSEE's sole expense commences an action to terminate such sub-lease and diligently pursues such action to completion.

e. The sub-lease shall not be inconsistent with any provision of this Lease.

f. Sub-tenant has agreed to waive collection of the security deposit, if any, against LESSOR, unless LESSOR actually receives the security deposit from LESSEE and fails to refund it to the sub-tenant.

A. Standard lease and credit of sub-tenant. LESSOR agrees from time to time to approve a standard form of sub-lease. LESSEE shall be required to obtain the approval of LESSOR with respect to the financial credit of each sub-tenant. Such approval shall not be unreasonably withheld. Approval of the credit of sub-tenant or the form of a sub-lease shall be deemed given by LESSOR unless within thirty (30) days after the credit information or sub-lease is submitted to LESSOR, LESSOR gives LESSEE written notice of its objections.

B. LESSEE shall comply with and peform each of the covenants, terms and conditions of any sub-lease affecting the premises or improvements, and shall not alter, amend, cancel, terminate or modify any such sub-lease without first obtaining the written consent of LESSOR. Approval of the alteration, amendment, cancellation, termination or modification of a sub-lease shall be deemed given by LESSOR unless within thirty (30) days after the request for approval is submitted to LESSOR, LESSOR gives LESSEE written notice of its objection.

15. Cancellation by LESSOR:

LESSOR, in addition to any other rights to which it may be entitled by law or otherwise, may cancel this Lease without compensation of any kind, description or character to LESSEE upon and after the occurrence of any of the following events by giving LESSEE sixty (60) days advance notice in writing, of its intention to do so:

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(1) The assumption by the United States Government, or any authorized agency thereof, of the operation, use or control of the Airport, or any substantial part thereof, in such manner as to substantially restrict the use of the Airport for any of the purposes for which LESSEE is authorized hereunder to use the same.

(2) The existence or operation of any rule, regulation, or order of the Federal Aviation Agency directly or indirectly requiring the discontinuance or substantial reduction of the use of the Airport for any of the purposes for which LESSEE is authorized to use the same.

(3) The issuance of an injunction by a Court of competent jurisdiction restraining the use of the Airport for any of the purposes for which LESSEE is authorized hereunder to use the same.

(4) The filing by LESSEE of a voluntary petition in bankruptcy or the institution of proceedings in bankruptcy against LESSEE and the Adjudication of LESSEE as bankrupt pursuant to such involuntary bankruptcy proceedings, which result in a liquidation of LESSEE's business.

(5) The general assignment by LESSEE which results in a liquidation of LESSEE's business for the benefit of creditors.

(6) The default by LESSEE in the performance of any of the terms and conditions herein required to be kept and performed by him, and its failure to remedy such breach for a period of thirty (30) days after receipt from the LESSOR of written notice of the existence of such default; and LESSEE further agrees that should it be necessary for LESSOR to retain the services of an attorney for the enforcement of any of the provisions of this Lease, or for any action in unlawful detainer, LESSEE agrees to pay to LESSOR reasonable attorney's fees and court costs in connection therewith.

16. Airport Appropriated by Federal Government:

If the airport, or any part thereof, is appropriated by the Federal Government in a national emergency, and, as a result thereof, LESSEE is prohibited by Federal law, rule, or regulation from using or occupying the premises and is not otherwise compensated for loss of use caused thereby, then, during the period in which all these conditions exist, LESSEE shall not be entitled to recover from LESSOR. Each and every provision, term and condition of this Lease shall remain in force and effect, unless by reason of the Federal Government's having appropriated the airport or any part thereof, LESSEE shall be physically or legally prevented from carrying on such provisions, terms and conditions; LESSEE's obligation in this regard shall be suspended only during the period of time LESSEE is prevented from carrying out such obligations by reason of such appropriation by the Federal Govern-

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ment. The term of this Lease shall not be extended because of the occurrence of the above conditions.

17. Non-Discrimination:

The LESSEE in the operation and use of the lands and buildings at the Oroville Airport will not on the grounds of race, color, sex or national origin discriminate or commence discrimination against any person, or group of persons, in any manner prohibited by Part 15 of the Federal Aviation Regulations. Non-compliance with the above assurances shall constitute a material breach and in the event of such non-compliance, the LESSOR may take appropriate action to enforce compliance, may terminate the Lease agreement to which this covenant relates, or seek judicial enforcement.

18. Agreement with the United States:

This Lease shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States of America relative to the use, operation, or maintenance of the Airport, the execution of which agreement had been or may now or hereafter be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport; provided, that if, in the consequence of the subordination of this Lease to such agreement, LESSEE is required to give up any part or all of these leased premises or to alter, remove and/or relocate any part or all of its improvements, adjustment of rent shall be made by mutual agreement between LESSOR and LESSEE.

19. Cancellation by LESSEE:

LESSEE may cancel this Lease and terminate all of its obligations at any time subsequent to the commencement of the term hereof upon the breach by LESSOR of, or its failure to perform, any of the covenants or agreements herein contained and the failure of LESSOR to remedy such breach for a period of thirty (30) days after receipt of written notice from LESSEE of the existence of such breach.

20. Indemnification:

LESSEE agrees to indemnify, hold harmless and to defend LESSOR, its agents, servants and employees from any and all liability of every type, nature or description, which might arise out of, or result from LESSEE's occupancy of the premises, and agrees to pay all attorney's fees, court costs and any judgments or awards or settlements which LESSOR becomes obligated to pay as the result of any action or claim arising out of or in connection with LESSEE's use and occupancy of the premises. Each party hereto shall give the other prompt and timely notice of any claim made or suit instituted coming to its knowledge which in any way directly or indirectly, contingently or otherwise, affects, or might affect either.

21. Rights to Amend:

In the event that the Federal Aviation Agency requires modi-

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fications or changes in this Lease as a condition precedent to the granting of funds for the improvements of the air terminal or lands and improvement covered by its laws, rules or regulations, LESSEE agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms and conditions or requirements of this Lease as may be reasonably required to obtain such funds; provided, however, that in no event will LESSEE be required, pursuant to this paragraph, to agree to an increase in the rent provided for hereunder or to a change in the use (provided it is an authorized use hereunder) to which LESSEE has put the leased premises.

22. Notice Provisions:

For the purpose of giving notice under any of the foregoing provisions by one party herein to the other party, it is agreed that said notice may be personally delivered or sent by First Class mail, postage prepaid, to the following respective addresses, and that said notice shall be conclusively deemed received upon delivery or at the expiration of forty-eight (48) hours after the mailing thereof.

LESSOR - City Administrator
City Hall
Oroville, California 95965

LESSEE - ROBERT M. TAYLOR CORPORATION
1503 North Tustin Avenue, Suite A
Santa Ana, California 92701

23. Time of Essence:

Time shall be of the essence of this Lease.

24. The LESSEE, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE, shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

25. That in the event of breach of any of the above nondiscrimination covenants, LESSOR shall have the right to terminate the Lease and to render and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

26. The LESSEE for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration

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hereof, does hereby covenant and agree as a covenant running with the land that:

(1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subject to discrimination,

(3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as as said Regulations may be amended.

27. That in the event of breach of any of the above nondiscrimination covenants, LESSOR shall have the right to terminate the Lease and to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

28. LESSEE shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that the LESSEE may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

29. Non-compliance with Paragraph 28 above shall constitute a material breach thereof and in the event of such non-compliance LESSOR shall have the right to terminate this Lease and the estate hereby created without liability therefor or at the election of the LESSOR or the United States either or both said Governments shall have the right to judicially enforce Provisions.

30. LESSEE agrees that it shall insert the above six Provisions in any lease agreement, contract, etc. by which said LESSEE grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

31. The LESSEE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure

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that no person shall on the grounds of race, creed, color, sex, or national origin be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it will require that its covered suborganization or sub-tenants provide assurances to the LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effect.

32. The LESSOR reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the LESSEE and without interference or hindrance.

33. The LESSOR reserves the right, but shall not be obligated to the LESSEE to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the LESSEE in this regard.

34. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the LESSOR and the United States, relative to the development, operation or maintenance of the airport.

35. LESSEE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.

36. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

37. The property interest which is the subject of this Lease may be subject to property taxation if created, and the party in whom the possessory interest is vested may be subject to the payment of property taxes on such interest.

38. Miscellaneous.

A. Delegation. LESSEE may at LESSEE's election delegate performance of any or all covenants to any one or more sub-tenants or sub-tenants of sub-tenants, and the performance so delegated shall be deemed LESSEE's performance. This provision shall not be considered to permit or to broaden the right of assignment or sub-letting beyond the provisions of this Lease relating to assignment or sub-letting.

B. No merger. If both LESSOR's and LESSEE's estates in the premises or the improvements or both become vested in the same owner, this Lease shall nevertheless not be destroyed by application of the doctrine of merger, except at the express election of the owner.

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C. Further documents. At any time and from time to time, within twenty-one (21) days after notice of request by either party, the other party shall execute, acknowledge, and deliver to the requesting party, or to such other recipient as the notice shall direct, a statement certifying that this Lease is unmodified and in full force and effect, or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement. The statement shall also state the dates to which the rent has been paid in advance. The statement shall be such that it can be relied on by any other auditor, creditor, commercial banker, and investment banker of either party and by any prospective purchaser or encumbrancer of the premises or improvements or both or of all or any parts of LESSEE's or LESSOR's interests under this Lease.

LESSEE's failure to execute, acknowledge, and deliver on request, the statement described above, within the specified time, shall constitute acknowledgment by LESSEE to all persons entitled to rely on the statement that this Lease is unmodified and in full force and effect and that the rent has been duly and fully paid to and including the respective due date immediately preceding the date of the notice of request and shall constitute a waiver, with respect to all persons entitled to rely on the statement, of any defaults that may exist before the notice and shall be an event of default.

D. Definitions.

Person means person or persons or other entity or entities, or any combination of persons or entities.

LESSOR means the person who is the owner at the time in question of the premises, whether singular or plural in number and whether named in this Lease as LESSOR or having become the successor in interest of the named LESSOR, or the successor of a successor, whether by assignment, foreclosure, or other transfer, and whether intentional or inadvertent, or by operation of law.

LESSEE means the person named as LESSEE in the Lease, whether singular or plural in number, or the person who at the time in question is the successor in interest of LESSEE, or the successor of a successor, whether by assignment, foreclosure, or other transfer, and whether intentional or inadvertent, or by operation of law. It does not, however, include any person claiming under any assignment or other transfer prohibited by this Lease, and this definition does not alter the provisions of this Lease relating to assignment or sub-letting.

Improvements means all buildings, structures and improvements and all additions to or improvements of, or in, now or at any time hereafter, located on the premises, and including, but not limited to, all the foundations and footings therefor, all fixtures, appliances, furnaces, boilers, machinery, engines, motors, compressors, dynamos, fittings, pipings, connections, conduits, ducts, partitions, and equipment and apparatus of every kind and description now or hereafter affixed or attached to or incorporated in any such building, structure or improvements, including all machinery and equipment used or procured for use in connection with, or for, the heating, cooling,

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lighting, plumbing, ventilation, air-conditioning, refrigeration, cleaning, or general operation of any such building, structure, or any improvement.

Sub-lease means a lease by LESSEE of the premises or improvements, whether such lease is a lease subordinate to this Lease or a direct lease of improvements reserved by LESSEE. The term also includes licenses, concessions, or other agreements relating to the use or occupancy of the premises granted by LESSEE resulting in income payable to LESSEE.

Sub-tenant means the tenant under a sub-lease.

Gender. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, partnership, or other legal entity when the context so requires.

Plural. The singular number includes the plural, and vice versa, whenever the context so requires.

Exhibits. All exhibits to which the reference is made in this Lease are incorporated in this Lease by the respective references to them, whether or not they are actually attached. Reference to "this Lease" includes matters incorporated by reference.

39. Entire agreement. This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included or referred to in this Lease has been or is relied on by either party. Each party has relied on his own examination of this Lease, the counsel of his own advisors, and the warranties, representations, and covenants in the Lease itself, and those referred to in this Lease. The failure or refusal of either party to inspect the premises or improvements, to read the Lease or other documents, or to obtain legal or other advice relevant to this transaction, constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice. The language in all parts of this Lease shall be in all cases construed simply, according to its fair meaning, and not for or against LESSOR or LESSEE, regardless of which party drafted the particular language which is being construed, all parties having been represented by adequate counsel.

40. Invalidity. The invalidity or illegality of any provision shall not affect the remainder of the Lease.

41. Binding on heirs. Subject to the provisions of this Lease, on assignment and sub-letting, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.

42. Surrender of premises and improvements. At the expiration or earlier termination of the Lease, LESSEE shall surrender to LESSOR the possession of the premises and improvements and deliver to LESSOR a good and sufficient grant deed, in form acceptable for recordation,

conveying all its right, title, and interest thereon, to LESSOR. LESSEE shall leave the surrendered premises and improvements and any other property of LESSEE located thereon or contained therein in good and broom-clean condition, except as provided to the contrary in provisions of this Lease on maintenance, repair and removal of improvements. All property that LESSEE is required to surrender shall become LESSOR's property upon the expiration of or earlier termination of the Lease. All property that LESSEE is not required to surrender or remove but which remains on the premises after the expiration or earlier termination of the Lease shall be deemed abandoned and shall, at LESSOR's sole and arbitrary election, become LESSOR's property.

If LESSEE fails to surrender the premises and improvements at the expiration or sooner termination of, and in the manner required under this Lease, LESSEE shall defend and indemnify LESSOR from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from LESSEE's failure to surrender.

43. Holding over. This Lease shall terminate without further notice at expiration of the term. Any holding over by LESSEE after expiration shall not constitute a renewal or extension or give LESSEE any rights in or to the premises, except as otherwise expressly provided in this Lease.

44. Counterparts. This Lease, or the memorandum of this Lease, or both, may be executed in two (2) or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

45. Memorandum of Lease. This Lease shall not be recorded; only a memorandum of this Lease shall be recorded.

46. Captions, Table of Contents. Any table of contents of this Lease and the captions of the various articles and paragraphs of this Lease are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Lease, or any part or parts of this Lease.

47. It is understood and agreed that LESSOR, by entering into this Lease, is not bargaining away its police power and that LESSOR reserves the right to enact such laws, rules and regulations that to LESSOR in its sole and arbitrary discretion seem fit, regardless of any effect such action may have upon LESSEE, financial or otherwise, and that LESSEE, by virtue of this Lease, shall have no right to compensation from LESSOR in such event.

IN WITNESS WHEREOF, we have hereunto set our hands this 15th day of December, 1986, at Oroville, California.

CITY OF OROVILLE

By _____ Mayor
JANA WILSON

ROBERT M. TAYLOR CORPORATION

By _____ President

By _____ Secretary

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Exhibit "A"

All that real property situated in Section 14, Township 19 North Range 3 East, M.D.M., City of Oroivlle, Butte County California being a portion of Lot 2 Block 135 as shown on the "Map of Thermalito Butte County California", and more particulary described as follows:

Beginning at the Northwest Corner of said Lot 2 being the intersection of the East line of 22nd Street and the South line of Oro-Dam Boulevard West said Point of Beginning being shown on that certain Record of Survey filed in Book 96 of Maps at Pages 78, 79, 80, 81 and 82; thence south 89° 53' 42" East, 9.98 feet; thence South 00° 03' 34" East 645.55 to the South right of way of Oro Dam Boulevard West; thence Westerly along said line South 89° 59' 24" West 365.02 feet to the point of beginning.

Containing 5.55 acres more or less.

Exhibit "B"

Item #1

The buildings to be constructed on the site will be 24,000 square feet in size. It will include concrete tilt-up construction, with electrical, mechanical and cross walls, completely painted.

The 24,000 square feet is a basic shell with all utilities "roughed" in. Estimated cost for this size is $335,694 ($14.00/square foot).

Item #2

The on-site improvements proposed for development of the Airport Business Park Parcels 1-9, will be designed and constructed on an individual basis as the park develops. Each parcel will be designed to address the individual characteristics of the harmony to complement the balance of the park.

A sight specific grading plan will be submitted to the Redevelopment Agency and Public Works Department for review. Following refinement, the grading plan and building elevations will be submitted to the Development Review Board for approval prior to building plan submission.

The comprehensive site designs will include underground water, sewer, stormdrain, and electric services. Accessible off street parking and loading areas will be paved, and the sites will be landscaped with shrubs and trees in conformance with DRB requirements. Landscape areas will be contained within approved concrete curbs with irrigation systems.

Planting schedules will be submitted to the Department of Parks and Trees for approval.

Typical parcel sizes are approximately 1.6 acres. Our preliminary cost estimate to develop each site, including base and paving, planter curb, landscaping, water, sewer and stormdrain, engineering and construction staking is $140,000 ($3/square foot). This does not include the building design and construction.

Item #3

The access road median strip on the easterly entrance to the Business Park, will be formally landscaped. Landscaping shall include trees, shrubs, decorative bark, rock and irrigation systems. The median landscape strip will be submitted to the Development Review Board for their comment, and approval. Our preliminary estimate to landscape the median strip is $2/square foot or about $11,000.

Agreement No. 855-89

AMENDMENT TO LEASE

ROBERT M. TAYLOR, Lessee, and the CITY OF OROVILLE, Lessor, hereby agrees to amend and modify that certain Groundlease executed April 6, 1987, as follows:

1. Paragraph 4.A pertaining to Lessee's obligation to construct a building of 24,000 square feet is eliminated and of no further force and effect.

2. Paragraph 5, Option to Lease Other Parcels/ Right of First Refusal, is eliminated and of no further force and effect.

Except as herein amended and modified, all other terms and conditions of said Groundlease shall remain in full force and effect.

Dated: September 15, 1988

By: _____
Robert M. Taylor

CITY OF OROVILLE

By: Norman F. Roberts Jr.
Mayor

Authorized by City of Oroville Resolution No. 4373

GENERAL ACKNOWLEDGMENT

NO. 201

State of CALIFORNIA
County of ORANGE } ss.

On this the 15th day of September 19 88 before me,

Dorothy Hodson

the undersigned Notary Public, personally appeared

Robert M. Taylor

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

OFFICIAL SEAL
DOROTHY HODSON
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My comm. expires APR 12, 1989

Notary's Signature

STATE OF CALIFORNIA)
) ss.
COUNTY OF BUTTE)

On this 24 day of Jan, in the year 1989, before me _____
CHRISTINE KIVLER
personally appeared NORMAN F. ROBERTS, JR., personally know to me ~~was~~
~~proved to me on the basis of satisfactory evidence~~ to be the person who
executed this instrument as MAYOR of
THE CITY OF OROVILLE
and acknowledged to me that the CITY OF OROVILLE
executed it.

(SEAL)

OFFICIAL SEAL
CHRISTINE KIVLER
NOTARY PUBLIC-CALIFORNIA
BUTTE COUNTY
MY COMM. EXP. NOV. 5, 1990

Christine Kivler
NOTARY

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR REYNOLDS AND COUNCIL MEMBERS**

FROM: **AMY BERGSTRAND, MANAGEMENT ANALYST III**
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT

RE: **HOUSING PROGRAM FUND LOAN FOR VETERAN VILLAGE APARTMENTS**

DATE: **JANUARY 4, 2022**

SUMMARY

Council will consider approving a Housing Program Fund loan to Veteran's Housing Develop Corporation (VHDC) for the development of Veteran Village Apartments, located on Mitchell Ave.

DISCUSSION

City staff received a request dated December 8, 2021, from Veterans Housing Development Corporation to develop Oroville Veteran Village, a 30 unit, permanent supportive, housing facility for homeless and at-risk veterans and their families. The project located on Mitchell Ave, behind the City of Oroville's Corporation Yard located at 1275 Mitchell Ave., will include two phases of construction. The project will include two buildings of 30 units consisting of mostly one-bedroom units and a few 2-bedroom units, a community room, computer center, exercise room, outdoor lounge and grill areas, community garden with green scaping and parking. The residents will be chronically homeless, homeless, and disabled homeless veterans and their families.

Oroville Veteran Village will offer a comprehensive array of services, primarily provided by Nations Finest (NF), VHDC's parent corporation. NF is a non-profit service provider that has served Norther California's homeless, unemployed, and at-risk veterans for 50 years. Additional services will be provided by the US Department of Veterans Affairs, the Butte County Veterans Services Office, Butte County Health and Human Services Department and veterans organizations and other community partners.

Service funding will come from a variety of grants secured by NF and by VA case management services provided pursuant to project-based, Veterans Affairs Supportive Housing vouchers (VASH) assigned to the project by the Housing Authority of the County of Butte.

Capital Funding will come from a state Veterans Housing and Homelessness Prevention program award, American Red Cross, City of Oroville Housing Program Funds, HOME grant funds, Butte County, land donation from the City of Oroville, grant from the Federal Home

Loan Bank AHP program and a grant from the Home Depot Foundation. Construction financing will be provided by Bank of America or FHA.

Loan terms are described below:

Loan Amount: $1,750,000

Interest Rate: The proposed loan will bear no interest from disbursement through and including the construction loan closing until the earlier of (i) the permanent loan conversion or (ii) the third (3rd) anniversary of the Projects construction loan closing, after which the outstanding principal balance of the loan will bear interest at a simple rate not to exceed three percent (3%) per year.

Maturity Date: The loan will mature in fifty-five years from the date of Certificate of Occupancy or equivalent issued by the City of Oroville.

Uses of the Loan Proceeds: The loan proceeds will be used to finance a portion of predevelopment, development, and construction costs of the Project.

Repayment Limited to Residual Receipts: Annual installments to repay the loan are limited to 20% of Residual Receipts generated by the project.

FISCAL IMPACT

There is no General Fund Impact

A loan in the amount of $1,750,000 will be funded Housing Program Funds, Fund 221. The balance of this fund at of November 30, 2021, is $3,256,260.52

RECOMMENDATION

Adopt Resolution No. 9011– A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SECURITY DOCUMENTS ASSOCIATED WITH THE HOUSING PROGRAM FUND LOAN IN THE AMOUNT OF $1,750,000 WITH VHDC FOR VETERAN VILLAGE APARTMENTS.

ATTACHMENTS

1- Resolution No. 9011
2- Letter from VHDC

CITY OF OROVILLE
RESOLUTION NO. 9011

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SECURITY DOCUMENTS ASSOCIATED WITH THE HOUSING PROGRAM FUND LOAN IN THE AMOUNT OF $1,750,000 WITH VHDC FOR VETERAN VILLAGE APARTMENTS.

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

1. The Mayor is authorized and directed to execute the security documents associated with the Housing Program Fund loan in the amount of $1,750,000 with VHDC for Veteran Village Apartments.

2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on January 4, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Chuck Reynolds, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Jackie Glover, Assistant City Clerk

VHDC
VETERANS HOUSING DEVELOPMENT CORPORATION
PO Box 378 Santa Rosa, Ca. 95402 and 153 Hartnell Ave. Suite 200 Redding, Ca. 96002

December 8, 2021

Amy Bergstrand
Business Assistance/Housing Development
1735 Montgomery Street
Oroville, CA 96965

RE: Oroville Veterans Village Corporate Yard Project.
Request for RDA Set-Aside Funds.

Ms. Bergstrand,

Veterans Housing Development Corporation (VHDC) respectfully requests a contribution of $1,750,000.00 in RDA Set-Aside Funds from the City of Oroville ("RDA Set-Aside Loan") to help facilitate the financing, development and construction of two 30 unit (60 units total) of income restricted permanent supportive housing projects located at 1275 Mitchell Street in the City of Oroville ("Project") The Project will be potentially be financed utilizing a combination of VHHP, FHA, FHLB, Home Depot, and 4% tax credits, project based HUD VASH vouchers from the Housing Authority of Butte and the RDA set-aside Loan.

As you already know the development of low-income housing and construction in general is dealing with multiple issues now that make projects such as this financially infeasible. These issues range from large cost increases for material to labor shortages and a shrinking supply of qualified sub-contractors. We will also have to pay Davis Bacon wages for labor as this is a requirement for Project Based vouchers and our VHHP loan that will be supplied by HCD. Prevailing wage requirements add up to 25% on the total cost of the project.

We thank you for the consideration of our request for the RDA Set-Aside loan. This loan would go a long way to helping us fast track the project by providing funding to the development and construction of the Veterans Village. Attached is a project description and current drawings for the project.

Please contact us with any questions you might have.

Regards,

Brad Long,
Executive Director VHDC.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR REYNOLDS AND MEMBERS OF THE COUNCIL**

FROM: **MATT THOMPSON, ACTING CITY ENGINEER**

RE: **PARCEL CREATION OF VETERANS HOUSING**

DATE: **JANUARY 4, 2022**

SUMMARY

The Council may decide to create a parcel that in the future could be developed into housing for veterans.

DISCUSSION

The City has been working with the Veterans Housing Development Corporation to provide them a 3.91-acre portion of APN 035-250-002 with a 43-foot wide access easement. Other parts of the 6.42-acre parcel currently house the city's corporation yard and a solar installation.

Under State law the Council may create a parcel by resolution. The Council may decide by resolution to create the parcel so that it is available to transfer at a later date. The resolution would also create an easement that will provide access to the new parcel. Any transfer of property would be subject to Council approval at that time. Creation of the parcel at this time will simplify the process administratively. Creation of the parcel at this time will have no impact on the activities of maintenance personnel.

FISCAL IMPACT

Creation of the parcel and easement will have no fiscal impact. Should the Council decide to convey the parcel to another party in the future, there will be a fiscal impact on the City's real estate holdings.

RECOMMENDATION

It is recommended that the Council adopt Resolution No. 9020 that will create the parcel and easement, that directs staff to continue to work toward developing housing for veterans, and that directs staff to seek Council authorization for any conveyance of said parcel.

ATTACHMENTS

Resolution No. 9020

CITY OF OROVILLE
RESOLUTION NO. 9020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, CREATING A NEW PARCEL OF LAND AND AN EASEMENT.

WHEREAS, there is a critical need for more housing in Oroville; and

WHEREAS, the lack of housing can have an adverse effect on our military veterans; and

WHEREAS, the City of Oroville is grateful to all our veterans; and

WHEREAS, the City of Oroville is in possession of surplus land at the maintenance facility on Mitchell Avenue; and

WHEREAS, said surplus land could be developed into housing for our veterans, and

WHEREAS, veteran advocacy groups exist that have access to funding, possess the necessary skills, and are willing to partner with the City in the development of housing for veterans, and

WHEREAS, California Government Code 66410 etc. commonly known as the Subdivision Map Act (Map Act) governs the creation of parcels and the division of lands in the State of California; and

WHEREAS, Section 66428(a)(2) of the Map Act exempts a public entity from the requirement to record a parcel or subdivision map in order to create a parcel.

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

Section 1. By this resolution the Council of the City of Oroville does hereby create a new parcel of land as described in the attached Exhibit “A” LEGAL DESCRIPTION FOR VETERANS HOUSING DEVELOPMENT CORPORATION, and as depicted in the attached Exhibit “B” PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR VETERANS HOUSING DEVELOPMENT CORPORATION CITY OF OROVILLE, BUTTE COUNTY, CALIFORNIA.

Section 2. By this resolution the Council directs staff to continue to work toward the development of this new parcel for veterans housing.

Section 3. By this resolution the Council directs staff to return to Council when it is time to convey the parcel to a suitable veterans housing organization and seek authorization for the conveyance.

Section 4. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on January 4, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Jackie Glover, Assistant City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR REYNOLDS AND COUNCIL**

FROM: **DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR**
WES ERVIN, CITY PLANNER

RE: **TASK ORDER WITH NORTHSTAR ENGINEERING TO DRAFT SMALL-LOT DEVELOPMENT STANDARDS FOR SOUTH OROVILLE AND ENVIRONS UNDER AGREEMENT NO. 3387**

DATE: **JANUARY 4, 2022**

SUMMARY

The City of Oroville may consider approving a task order from NorthStar Engineering to draft small-lot development standards for South Oroville and other locations.

DISCUSSION

The Planning Department wishes to encourage new investment in South Oroville by creating more flexible development standards for the 638 lots in South Oroville that are zoned R-1 but are smaller than the minimum 5,000 square-foot R-1 lot size. Less strict lot coverage, setback, covered parking, alley access, manufactured home and other development standards may encourage new residential investment in the area. NorthStar Engineering has submitted a proposal for $12,840 to draft the new standards.

This project is part of the South Oroville revitalization strategy begun in 2019, which was paused during the pandemic, but which we intend to reactivate in 2022. A big part of the strategy is obtaining community input via forums and an advisory committee. Community input will help prioritize needs, complete rezoning, develop the small-lot standards, encourage reinvestment, and cooperatively mobilize for action.

The City Council approved an as needed services agreement with NorthStar on October 5, 2021.

FISCAL IMPACT

$4,745 of remaining SB2 grant funds would be used for this project, with the other $8,095 from the General Fund.

RECOMMENDATION

Approve a contract with NorthStar Engineering for $12,840 to draft Small-lot development standards for South Oroville and other locations.

ATTACHMENTS

1. NorthStar Engineering proposal

NORTHSTAR

Architecture
Civil Engineering
Environmental
Planning
Surveying
Water Resources

December 20, 2021

Mr. Wes Ervin, Principal Planner
Community Development Department
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Subject: Task Order No. 2—Municipal Code Amendments Regarding Small Lot Development Standards

Dear Mr. Ervin:

NorthStar is pleased to submit this proposal to provide amendments to Oroville's Municipal Code regarding Small Lot Development Standards. The Scope of Work and Cost Estimates below provide the approach and estimated costs for this effort.

SCOPE OF WORK

Task 1 – Review Existing Code and Meet with Staff and Stakeholders

NorthStar will review existing City regulations and meet with City staff and other stakeholders to determine key issues and desired outcomes. Participation in two meetings with the South Oroville community are included. ***Estimated Cost: $3,460***

Task 2 – Prepare Draft Ordinance

NorthStar, in consultation with City Staff, will prepare a draft ordinance for review by the City Attorney's Office. Comments on the draft document will be incorporated into a final draft consistent with the City's format. ***Estimated Cost: $3,865.***

Task 3 – Prepare and Present Reports for Planning Commission and City Council

NorthStar will prepare draft reports for City review, and produce a final document incorporating any City comments. These reports will be presented to the Planning Commission and City Council, and will include graphics to illustrate key concepts. ***Estimated Cost: $4,735.***

TOTAL COST ESTIMATE

The scope of work will be completed on a time and materials basis. **The total estimated cost to complete Task Order 2 is $12,480.**

111 Mission Ranch Blvd., Suite 100, Chico, CA 95926, Phone: 530.893.1600, Fax: 530.893.2113
info@NorthStarEng.com | www.NorthStarEng.com

NORTHSTAR

Architecture
Civil Engineering
Environmental
Planning
Surveying
Water Resources

ASSUMPTIONS

- The City will provide NorthStar with template documents for the ordinance and staff reports.
- The City will administer the public hearing notification process.

If this scope of work and cost estimate meet with your satisfaction, please execute this agreement and return it back to us via email.

Thank you for the opportunity to submit this proposal. If you have any questions, please call me at (530) 893-1600, extension 213, or (530) 815-9164 to discuss.

Agreed and Accepted:

City of Oroville:	**NorthStar:**
By:_____	By:_____
Title:_____	Title:_____
Date: _____	Date: _____

Task Order 2: Small-Lot Development Standards

Task No.	Task	Description	Principal		Senior		Associate		Assistant		GIS-Architect		Admin		Technical Subconsultant		Total
			hrs	$170	hrs	$140	hrs	$120	hrs	$100	hrs	$145	hrs	$95	Amt.	15%	
1	Review of Existing City Code and Meetings with Staff/Stakeholders	Review Code/Background	2	$340	0	$0		$0		$0		$0		$0		$0	$340
		Meet with Staff/Stakeholders	16	$2,720	0	$0		$0	4	$400		$0		$0		$0	$3,120
																Task Subtotal	**$3,460**
2	Draft Ordinance	Review Current Legislation	1	$170	0											$0	$170
		Prepare Draft Ordinance	20	$3,400	0	$0		$0	2	$200		$0	1	$95		$0	$3,695
																Task Subtotal	**$3,865**
3	Commission/Council Reports and Meetings	Commission/Council Reports	2	$340	0	$0		$0	12	$1,200	12	$1,740	1	$95		$0	$3,375
		Meetings	8	$1,360		$0		$0		$0		$0		$0		$0	$1,360
																Task Subtotal	**$4,735**
4	Project Management		1	$170			1	$120						0			**$680**
Reimbursable Expenses (permit copies, FedEx postage, etc.)																	$100
Subtotals			42	8,500	0	0	0	120	18	1,800	12	1,740	2	190	0	0	
																Estimated Total for Required Tasks	**$12,840**

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR REYNOLDS AND COUNCIL MEMBERS**

FROM: **AMY BERGSTRAND, MANAGEMENT ANALYST III**
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT

RE: **PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT LLC**

DATE: **JANUARY 4, 2022**

SUMMARY

The City Council may consider a Professional Services Agreement with Trover Construction Project Management LLC to perform owner-occupied rehabilitation contractor services for the City of Oroville Housing Rehabilitation Program in the amount of $130.00 per hour average (not to exceed $165.00 per hour), as needed. Additionally, under this contract, the contractor may be utilized for City maintenance projects as they arise.

DISCUSSION

The City has been unable to assist residents of the City of Oroville with Housing Rehabilitation since the last contract expired. The following is an example of the types of services that the Contractor would provide:

- Conduct project evaluation of applicant's property
- Prepare Work Write-up
- Conduct Bid Walk-Thru
- Conduct and attend Bid Opening
- Perform as liaison to work with selected general contractor, homeowner and city staff
- Conduct Progress Payment Inspections
- Submit Progress Payment Requests to Housing staff for processing
- Obtain Permits
- Schedule necessary inspections (order Termite and Lead based paint inspections, city inspections)
- Ensure all projects comply with current California Building Code Requirements
- Sign off on project Completion

Other Services, as needed.

A Request for Proposal was published on July 10, 2021, and again on October 9, 2021, requesting proposals from local licensed general contractors to assist the City as a liaison between the City, Borrower and Contractor by providing owner-occupied rehabilitation contractor services. The city received one (1) response for each Request for Proposal, from different firms. The first response did not pan out, and we were required by the state to put out another Request for Proposals. The second response is as follows:

- Trover Construction Project Management LLC - $130.00 per hour average (not to exceed $165.00 per hour).
- Fee Schedule as follows:
    - Project Manager $165.00 per hour
    - Assistant Project Manager $145.00 per hour
    - Project Engineer/Coordinator $120.00 per hour

Staff is seeking authorization from Council to enter into an agreement with Trover Construction Project Management LLC, for a period of two (2) years. Contracting with Trover Construction Project Management LLC for a period of two years will ensure that City's Owner-Occupied Rehabilitation Program may continue to service the targeted population.

FISCAL IMPACT

Funding will be provided from Community Development Block Grant (CDBG) 20-CDBG-12067 Account No. 7033-12067AD and CDBG Program Income Account No. 7071-4538453.

RECOMMENDATION

Adopt Resolution No. 9010 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT LLC IN THE AMOUNT OF $130.00 AND HOUR (NOT TO EXCEED $165.00 PER HOUR), TO PROVIDE REHABILITATION PROGRAM AS NEEDED – (Agreement No. 3396-1)

ATTACHMENTS

A – Resolution No. 9010
B – Agreement No. 3396-1

AGREEMENT FOR REHAB CONTRACTOR SERVICES

This Agreement is made and entered into as of December 21, 2021, by and between the **City of Oroville** ("City") and **Trover Construction Project Management LLC** ("Consultant").

RECITALS

1. Consultant is specially trained, experienced and competent in various trades to serve as "Rehab Contractor" for the City of Oroville's Owner-occupied Rehabilitation Program. Consultant possesses the skills, experience, ability, license, background and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
2. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following types of services in a professional manner:

- Conduct project evaluation of property
- Prepare work write-up
- Conduct bid walk-thru
- Conduct and attend bid opening
- Perform as a Liaison to work with the selected general contractor, homeowner and City staff.
- Conduct Progress Payment inspections
- Submit Progress Payment Requests to Housing staff on behalf of the selected contractor
- Obtain permits

- Order termite and lead based paint inspections/reports
- Ensure all projects comply with current California Building Code
- Sign off on project Completion
- Schedule inspections with City Building Department, as required
- Sign off on project completion
- Other services, as needed.

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until December 21, 2023.

3. Compensation. Compensation to be paid to Consultant shall be $130.00 per hour average (not to exceed $165.00 per hour), or on a pre-determined fee for certain jobs. A fee schedule is as follows: Project Manager $165.00 an hour, Assistant Project Manager $145.00 an hour, Project Engineer/Coordinator $120.00 an hour. In no event shall Consultant's compensation exceed the amount of $50,000 for the period of this agreement without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit billings every two weeks to City describing the work performed during the preceding two weeks while on a project, or consultant may submit one request for payment when the project is complete. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.

6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.

X Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer

diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

X Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's

services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records.

1. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

2. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of four (4) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

3. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

4. Where City has reason to believe that such records or documents may be lost

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

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

10. Lobbying. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

11. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and

represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

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

1. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
2. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Consultant under this Agreement shall be under the supervision of Department of Business Assistance/Housing Development in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants

to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.

15. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

16. Insurance Requirements.

Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "B" attached hereto.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: **Bill LaGrone, City Administrator**
c/o Amy Bergstrand
City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897

If to Consultant: **Trover Construction Project Management LLC**
974 Forest Avenue
Chico, CA 95928

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a

continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.

23. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the

parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

27. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or

recruitment advertising, layoff or termination.

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

CITY OF OROVILLE

By: _____
Chuck Reynolds, Mayor

Trover Construction Project Management LLC

By:_____

Title: Independent Contractor

Business License #: 1081347

APPROVED AS TO FORM:

By: _____
Scott E. Huber, City Attorney

ATTEST:

By:_____
Jackie Glover, Assistant City Clerk

Attachments: Exhibit A – CDBG Rehabilitation Program Guidelines
Exhibit B -- Insurance Requirements

CITY OF OROVILLE
RESOLUTION NO. 9010

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT LLC IN THE AMOUNT OF $130.00 PER HOUR AVERAGE (NOT TO EXCEED $165.00 AN HOUR), TO PROVIDE REHABILITATION CONTRACTOR SERVICES FOR THE OWNER-OCCUPIED REHABILITATION PROGRAM, AS NEEDED

(Agreement No. 3396-1)

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

1. The Mayor is hereby authorized and directed to execute a professional agreement with Trover Construction Project Management LLC to provide owner-occupied rehabilitation contractor services. A copy of the agreement is attached hereto as Exhibit “A”.

2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on January 4, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Chuck Reynolds, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Jackie Glover, Assistant City Clerk

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections – San Francisco Regional
Office 100 First Street, Suite 2300
San Francisco, CA 94105-3084
(415) 369-3300 Office – (415) 369-3322 Facsimile

December 1, 2021

In reply refer to:
Project No. 2100-CA

Ms. Gwen Knittweis, Chief
Hydropower License Planning and Compliance Office
California Department of Water Resources
P.O. Box 942836
Sacramento, California 94236-0001

Subject: Thermalito Afterbay River Outlet Stop Logs and Storage Rack Final Construction Report

Dear Ms. Knittweis:

This is in response to your letter dated April 21, 2020 that submitted as-built plans and a final construction report regarding the fabrication of the storage rack for stop logs at the Thermalito Afterbay River Outlet headworks structure, part of the Feather River Project, FERC No. 2100. We have reviewed the submittal and have the following comment:

- As discussed previously with the Chief Dam Safety Engineer, the modification to the project was constructed without first obtaining authorization from this office. This is not acceptable. DWR is reminded of the requirements regarding prior Commission authorization as laid out in the annual letter dated April 14, 2021.

No response is required to the comment. If you have any questions, please contact me at (415) 369-3318 or Mr. Wes Cooley at (415) 369-3340.

Sincerely,

Frank L. Blackett

Frank L. Blackett, P.E.
Regional Engineer

cc:
Ms. Sharon Tapia, Chief
CA Dept. of Water Resources
Division of Safety of Dams
P.O. Box 942836
Sacramento, CA 94236-0001

FEDERAL ENERGY REGULATORY COMMISSION
Washington, D. C. 20426

OFFICE OF ENERGY PROJECTS

Project No. 2100-000 - California
Feather River Hydroelectric Project
California Department of Water
Resources

November 30, 2021

VIA USPS First-Class Mail

Ms. Julianne Polanco
California State Historic Preservation Officer
Office of Historic Preservation 1725 23rd Street, Suite 100
Sacramento, CA 95816

Subject: Designation of non-federal representative for consultation under the National Historic Preservation Act

Dear Ms. Polanco:

By letter dated November 11, 2021,[1] California Department of Water Resources requested designation as our non-federal representative for the purpose of consultation with the California State Historic Preservation Officer (California SHPO) pursuant to section 106 of the National Historic Preservation Act (NHPA)[2] specifically for Bidwell Canyon Marina Low Water Access Staircase. California Department of Water Resources is planning to design and install a prefabricated metal staircase to provide improved access to the Bidwell Canyon Marina when reservoir levels are low. The Feather River Hydroelectric Project No. 2100 is located on the Feather River, in Butte County, California. The project occupies federal lands in the Plumas National Forest.

The proposed improvements include installing prefabricated metal staircase extending to an elevation of 670 feet above mean sea level within the fluctuation zone of Lake Oroville. The staircase would replace the existing earthen footpath currently used

[1] https://elibrary.ferc.gov/eLibrary/filedownload?fileid=85A6D046-E9FC-CDBF-968F-7D0ACBF00000

[2] 54 U.S.C. § 306108

to reach the Bidwell Canyon Marina when reservoir levels are low to provide improved and safer access to the marina.

By this letter we designate California Department of Water Resources as our non-federal representative for the purpose of conducting consultation with your office, appropriate Indian tribes, and other consulting parties, pursuant to the regulations at 36 C.F.R. Part 800.2(c)(4) implementing section 106 of the NHPA.

As our non-federal representative, California Department of Water Resources can perform tasks in support of our compliance with section 106 of the NHPA. Such tasks may include, for example: performing cultural resource surveys and studies, determining areas of potential effect, identifying eligible properties, determining any adverse effects to those properties, proposing mitigation to address adverse effects if needed, and developing a draft Memorandum of Agreement in order to memorialize any proposed mitigation. However, the Commission remains ultimately responsible for all findings and determinations made pursuant to section 106.

We appreciate your assistance with section 106 consultation regarding the design and construction of the Bidwell Canyon Marina Low Water Access Staircase at the Feather River Hydroelectric Project. If you have questions regarding this matter, please contact me at (678) 245-3027 or mary.karwoski@ferc.gov.

Sincerely,

Mary J. Karwoski
Land Resources Branch
Division of Hydropower Administration
and Compliance

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections – San Francisco Regional Office
100 First Street, Suite 2300
San Francisco, CA 94105-3084
(415) 369-3300 Office – (415) 369-3322 Facsimile

December 21, 2021

In reply refer to:
Project No. 2100-CA

Ms. Gwen Knittweis, Chief
Hydropower License Planning and Compliance Office
California Department of Water Resources
P.O. Box 942836
Sacramento, California 94236-0001

Re: Oroville Dam and Thermalito Forebay Dam: Annual Radial Gate Tendon Non-Destructive Testing

Dear Ms. Knittweis:

This is in response to your letter dated January 16, 2020 that submitted reports documenting annual non-destructive (NDE) testing of radial gate tendons at the Thermalito Forebay Dam and Oroville Dam, parts of the Feather River Project, FERC No. 2100. We have completed our review and have the following comments:

1. As noted several times over the past several years, including in each of our annual letters, your cover letter transmitting any consultant's report must contain a statement that the Chief Dam Safety Engineer (or dam safety designee) has reviewed the results of the reports being submitted and either concur or disagree with the findings and recommendations contained in the report.

2. Correspondence had indicated DWR intended to perform testing on an annual basis, however our records indicate that results have not been submitted over the past year. DWR should provide an update on the intended frequency of testing.

Within 60 days of the date of this letter, provide a response to the second comment. File your submittals using the Commission's eFiling system at https://www.ferc.gov/ferc-online/overview. For all Dam Safety and Public Safety Documents, select Hydro: Regional Office and San Francisco Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at FERCOnlineSupport@ferc.gov, (866) 208-3676 (toll-free), or (202) 502-8659 (TTY).

We appreciate your continued cooperation in this aspect of the Commission's dam safety program. If you have questions, please contact Mr. Wes Cooley at (415) 369-3340.

Sincerely,

Frank L. Blackett, P.E.
Regional Engineer

cc:
Ms. Sharon Tapia, Chief
CA Dept. of Water Resources
Division of Safety of Dams
P.O. Box 942836
Sacramento, CA 94236-0001

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections – San Francisco Regional Office
100 First Street, Suite 2300
San Francisco, CA 94105-3084
(415) 369-3300 Office – (415) 369-3322 Facsimile

December 21, 2021

In reply refer to:
Project No. 2100-CA

Ms. Gwen Knittweis, Manager
Hydropower License Planning and Compliance Office
California Department of Water Resources
P.O. Box 942836
Sacramento, California 94236-0001

Re: Bidwell Bar Canyon Saddle Dam – Seepage Weir Final Construction Documentation

Dear Ms. Knittweis:

This is in response to your letter dated January 6, 2021 that submitted a final construction report, as-built drawings, and construction certificates regarding the Bidwell Bar Canyon Saddle Dam Seepage Weir, which is part of the Feather River Project, FERC No. 2100. The weir installation also pertains to the plan for addressing Recommendation R-1 from the 9th Part 12D Report. We have completed our review of the submittal and have no comments.

We appreciate your continued cooperation in this aspect of the Commission's dam safety program. If you have questions, please contact Mr. Wes Cooley at (415) 369-3340.

Sincerely,

Frank L. Blackett

Frank L. Blackett, P.E.
Regional Engineer

cc:
Ms. Sharon Tapia, Chief
CA Dept. of Water Resources
Division of Safety of Dams
P.O. Box 942836
Sacramento, CA 94236-0001

FEDERAL ENERGY REGULATORY COMMISSION
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Division of Dam Safety and Inspections – San Francisco Regional Office
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San Francisco, CA 94105-3084
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December 21, 2021

In reply refer to:
Project No. 2100-CA

Ms. Gwen Knittweis, Manager
Hydropower License Planning and Compliance Office
California Department of Water Resources
P.O. Box 942836
Sacramento, California 94236-0001

Re: Thermalito Pumping Generating Plant – Fire and Life Safety Final Construction Documentation

Dear Ms. Knittweis:

This is in response to your letter dated December 17, 2020 that submitted a final construction report, as-built drawings, and construction certificates regarding the Thermalito Pumping and Generating Plant 'Fire and Life Safety Modernization Project', which is part of the Feather River Project, FERC No. 2100. We have completed our review of the submittal and have no comments.

We appreciate your continued cooperation in this aspect of the Commission's dam safety program. If you have questions, please contact Mr. Wes Cooley at (415) 369-3340.

Sincerely,

Frank L. Blackett

Frank L. Blackett, P.E.
Regional Engineer

cc:
Ms. Sharon Tapia, Chief
CA Dept. of Water Resources
Division of Safety of Dams
P.O. Box 942836
Sacramento, CA 94236-0001

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
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San Francisco, CA 94105-3084
(415) 369-3300 Office – (415) 369-3322 Facsimile

December 17, 2021

In reply refer to:
Project No. 2100-CA

Ms. Gwen Knittweis, Manager
Hydropower License Planning and Compliance Office
California Department of Water Resources
P.O. Box 942836
Sacramento, California 94236-0001

Re: Thermalito Diversion Dam – Spillway Gate Certificates

Dear Ms. Knittweis:

This is in response to your letter dated July 13, 2021 that submitted spillway gate certificates for radial gates at the Thermalito Diversion Dam and Power Canal, parts of the Feather River Project, FERC No. 2100. We have reviewed the submittals and have no comments.

The plan and schedule to submit construction documents for the repair of the spall on the power canal structure, by June 30, 2022, is accepted.

File your submittals using the Commission's eFiling system at https://www.ferc.gov/ferc-online/overview. For all Dam Safety and Public Safety Documents, select Hydro: Regional Office and San Francisco Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at FERCOnlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

We appreciate your continued cooperation in this aspect of the Commission's dam safety program. If you have questions, please contact Mr. Wes Cooley at (415) 369-3340.

Sincerely,

Frank L. Blackett, P.E.
Regional Engineer

cc:
Ms. Sharon Tapia, Chief
CA Dept. of Water Resources
Division of Safety of Dams
P.O. Box 942836
Sacramento, CA 94236-0001

177 FERC ¶ 61,195
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Richard Glick, Chairman;
James P. Danly, Allison Clements,
and Mark C. Christie.

South Feather Water and Power Agency Project No. 2088-083

ORDER GRANTING APPROVAL UNDER SECTION 22
OF THE FEDERAL POWER ACT

(Issued December 16, 2021)

1. On September 3, 2021, as supplemented on October 26, 2021, South Feather Water and Power Agency (SFWPA), licensee for the South Feather Power Project No. 2088 (South Feather Project), filed, pursuant to section 22 of the Federal Power Act (FPA),[1] an application for Commission approval of an agreement that provides for the sale of power from the South Feather Project to Northern California Power Agency (NCPA) beyond the term of SFWPA's existing license for the project.[2] For the reasons discussed below, we grant the application.

I. Background and Proposal

2. The 121.5-megawatt (MW) South Feather Project is located on the South Fork of Feather River, Slade Creek (tributary of the North Fork of Yuba River), and on Lost Creek (tributary of the South Fork of Feather River), in Butte, Plumas, Sierra and Yuba Counties, California.[3]

3. The original license for the South Feather Project expired on March 31, 2009. SFWPA filed a timely application for relicense on March 26, 2007. Since 2009, the

[1] 16 U.S.C. § 815.

[2] The original license for the project was issued to the Oroville-Wyandotte Irrigation District on July 21, 1952. *Oroville-Wyandotte Irrigation District*, 11 FPC 1129 (1952). An amendment, effective April 1, 1959, established a license term of 50 years. *Oroville-Wyandotte Irrigation District*, 21 FPC 613, at 617 (1959). On January 28, 2004, the license was amended to reflect the licensee's new name, the South Feather Water and Power Agency. *Oroville-Wyandotte Irrigation District*, 106 FERC ¶ 62,065 (2004).

[3] *Oroville-Wyandotte Irrigation District*, 21 FPC 613, at 613.

project has operated under annual licenses.[4] SFWPA's application for a new license is currently pending before the Commission.[5]

4. In its application, SFWPA noted that it had completed negotiations with NCPA of a Power Purchase Agreement (Agreement), which had been approved by NCPA. On October 26, 2021, SFWPA filed documentation of the SFWPA Board of Director's approval of the Agreement. Under the Agreement, SFWPA will sell all products[6] produced by the South Feather Project to NCPA for fixed monthly payments.[7] The Initial Delivery Term of the Agreement begins on December 19, 2021, and ends on December 31, 2031.[8] The Agreement provides that at the end of the Initial Delivery Term, the term will automatically extend for an additional ten-year period unless SFWPA provides written notice of termination.[9]

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[4] 16 U.S.C. § 808(a)(1); *see also* Commission staff's April 14, 2009 Notice of Authorization for Continued Project Operation.

[5] SFWPA filed its application for a new license on March 26, 2007, and no competing applications were filed. The relicensing proceeding was delayed for years due to the California State Water Resources Board's (California Board) failure to act on SFWPA's water quality certification applications. On June 18, 2020, the Commission found that the California Board waived its authority under section 401 of the Clean Water Act to issue a water quality certification for the project. *South Feather Water and Power Agency*, 171 FERC ¶ 61,242 (2020). On June 8, 2021, Commission staff informed SFWPA that it intends to prepare a supplemental environmental impact statement on the relicense application to address new information in the project record.

[6] The Agreement defines "Products" as: "any and all Facility Energy, Capacity Rights, Environmental Attributes, and ancillary products, services or attributes similar to the foregoing that are or can be produced by, or are associated with, the Facility, whether now attainable or established in the future, including delivered energy, renewable attributes, operating reserves and renewable energy credits." SFWPA September 3, 2021 Application, attach. A at 11 (Application).

[7] Application, app. A at 1.

[8] Application, app. A at 17.

[9] *Id.*

5. On October 5, 2021, the Commission issued public notice of the application.[10] The notice established November 4, 2021, as the deadline for filing comments and interventions. In response to the public notice, NCPA filed a timely, unopposed motion to intervene.[11]

II. Discussion

6. Section 22 of the FPA provides in pertinent part:

> That whenever the public interest requires or justifies the execution by the licensee of contracts for the sale and delivery of power for periods extending beyond the date of termination of the license, such contracts may be entered into upon the joint approval of the [C]ommission and of the public-service commission or other similar authority in the State in which the sale or delivery of power is made, . . . and thereafter, in the event of failure to issue a new license to the original licensee at the termination of the license, the United States or the new licensee, as the case may be, shall assume and fulfill all such contracts.[12]

7. The legislative history of section 22, which is not extensive, indicates that the Commission is to use its sound discretion in approving contracts extending beyond the term of the license.[13] The Commission has previously approved applications under section 22 to accommodate situations where, in the absence of a power sales contract

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[10] 86 Fed. Reg. 56,924 (Oct. 13, 2021).

[11] Timely, unopposed motions to intervene are granted by operation of Rule 214(c)(1) of the Commission's Rules of Practice and Procedure. 18 C.F.R. § 385.214(c)(1) (2021).

[12] 16 U.S.C. § 815. Section 14 of the FPA, 16 U.S.C. § 807, provides that the United States shall have the right upon or after expiration of any license to take over a project, upon payment of the licensee's net investment therein. However, hydropower projects licensed to municipalities are not subject to such federal take-over. *See* Act of August 15, 1953, 67 Stat. 587, as amended on July 31, 1959, 73 Stat. 271, 16 U.S.C. § 828b. SFWPA is a municipal corporation organized under the laws of the State of California.

[13] *See* debate on H.R. 3184, which was introduced in the 66th Congress by Representative Esch and became the Federal Water Power Act of 1920. 58 Cong. Rec. 2240-41 (July 1, 1919).

extending beyond the license termination date, the licensee would be unable to sell the project power and thereby finance the project.[14]

8. In its application for section 22 approval, SFWPA explains that the Agreement's extension beyond the expiration date of the current license would provide significant benefits to SFWPA, its customers, and NCPA.[15] Specifically, SFWPA states the Agreement enables it to cover the costs of operating and maintaining the South Feather Project and will provide financial stability throughout the duration of the relicensing process.[16] SFWPA also explains the Commission's approval of the Agreement will enable NCPA to provide long-term, clean, and economic hydropower to its customers.[17]

9. In previous orders we have considered how the contracts might affect the interests of the purchasing entities if a new license were issued to an entity other than the current licensee.[18] No entity other than SFWPA filed an application for a new license for the South Feather Power Project, and NCPA has expressed no concerns about potential new licensees. No entity filed comments following our issuance of public notice of SFWPA's application. Moreover, we have no reason to conclude that the public interest would not be served if in the future the license were to be transferred to another entity subject to the existence of the Agreement.

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[14] *See, e.g., Public Utility District No. 1 of Chelan County, Washington*, 171 FERC ¶ 61,045 (2020); *Placer County Water Agency*, 142 FERC ¶ 61,117 (2013); *American Municipal Power – Ohio, Inc.*, 126 FERC ¶ 61,197 (2009).

[15] Application at 5.

[16] *Id.* at 5-6.

[17] *Id.* SFWPA explains that the 10-year term of the Agreement will allow it to qualify as a Renewables Portfolio Standard-certified facility under the California Renewable Energy Resources Act, which requires that Power Purchase Agreements have a duration of ten years or longer, and thus ensure that project power remains economically attractive over the long-term relative to other potential clean energy resources.

[18] *See Public Utility District No. 1 of Chelan County, Washington*, 171 FERC ¶ 61,045 (2020); *Public Utility District No. 1 of Chelan County, Washington*, 114 FERC ¶ 61,314 (2006); *Public Utility District No. 2 of Grant County, Washington*, 112 FERC ¶ 61,230 (2005).

10. For the above reasons, we find that approval of the power purchase contract under section 22 of the FPA is in the public interest.[19]

The Commission orders:

(A) South Feather Water and Power Agency's application, filed September 3, 2021, for approval of the Power Purchase Agreement between SFWPA and NCPA, as it pertains to the sale of power from the South Feather Project to NCPA for a term commencing December 19, 2021 and expiring on December 31, 2031, is granted.

(B) This authorization is without prejudice to the authority of this Commission, or any other regulatory body, with respect to rates, service, accounts, valuation, estimates or determinations of cost, or any other matter whatsoever now pending or which may come before this Commission or any other regulatory body.

(C) This order constitutes final agency action. Any party may file a request for rehearing of this order within 30 days from the date of its issuance, as provided in § 313(a) of the Federal Power Act, 16 U.S.C. § 825l, and the Commission's regulations at 18 C.F.R. § 385.713 (2021). The filing of a request for rehearing does not operate as a stay of the effective date of this order, or of any other date specified in this order. The licensee's failure to file a request for rehearing shall constitute acceptance of this order.

By the Commission. Commissioner Phillips is not participating.

(S E A L)

Debbie-Anne A. Reese,
Deputy Secretary.

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[19] As noted above, section 22 provides that power sales contracts extending beyond the license termination date must be approved by both the Commission and the public service commission or other similar authority in the State in which the sale or delivery of power is made. SFWPA states it is an appropriate state authority for this purpose, as the SFWPA Board of Directors is authorized by state law to set rates for SFWPA power sales. On September 28, 2021, the SFWPA Board of Directors approved a resolution authorizing SFWPA's General Manager to execute the proposed Agreement. SFWPA October 26, 2021 Filing (providing September 28, 2021 Resolution Approving a Power Purchase Agreement with the NCPA for the South Feather Power Project Under P-2088).

Handouts at Meeting 01.04.22

Jackie Glover

From: susannah wedgwood <swedgwood@hotmail.com>
Sent: Monday, January 3, 2022 3:42 PM
To: CityHall_Redistricting
Subject: Re: District Maps - Letter to City of Oroville - request to read for public record January 6th
Attachments: Oroville District Maps - Letter to City of Oroville Jan 3, 2022.pdf

ATTENTION: This message originated from outside the **City of Oroville**. Please exercise judgment before opening attachments, clicking on links, or replying.

Dear City of Oroville,

Attached is a new signed letter regarding proposed redistricting maps.

I am requesting that this letter be read aloud at the district map meeting scheduled for Friday, January 6th - for the public record.

Thank you,
Susannah Wedgwood
Homeowner, Downtown Oroville

From: susannah wedgwood
Sent: Wednesday, December 15, 2021 1:57 PM
To: redistricting@cityoforoville.org <redistricting@cityoforoville.org>
Subject: District Maps - Letter to City of Oroville

Please see my attached signed letter, for consideration in decisions regarding maps for redistricting.

Regards,
Susannah Wedgwood
Downtown Homeowner

To: City Of Oroville

Date: January 3rd, 2022

Re: Redistricting Maps – Please Read at City Council Meeting (January 6th, 2022)

As I have previously communicated - Historic Downtown residents have interests and challenges unique to living in the urban core of downtown. We must have our own representation in decisions that will impact our quality of life, economic development, historic and cultural preservation, and vision for our historic district (D-HO) overlay. This is why I support Public Submission Maps **1, 2, 3, 29, or 40**. This is why I also assert that proposed maps **34, 47, and 53** are unsuitable to represent our community.

We should not blur the lines and be represented by people who do not live in our district, and who do not share our concerns and needs. This is a pivotal decision that will have a major impact on our community.

I am concerned that the redistricting process may be seen as an opportunity by the current political bloc to manipulate our district maps to further consolidate their voting power. This is a phenomenon known as gerrymandering. It would be extremely shortsighted for politicians to lock our city into unsuitable districts for the next ten years, when they themselves may no longer be in office just a few short years from now.

Susannah Wedgwood

Homeowner – Downtown Oroville

Jackie Glover

From: susannah wedgwood <swedgwood@hotmail.com>
Sent: Monday, January 3, 2022 3:52 PM
To: CityHall_CityClerk
Cc: CityHall_Redistricting
Subject: Fw: District Maps - Letter to City of Oroville - request to read for public record January 6th
Attachments: Oroville District Maps - Letter to City of Oroville Jan 3, 2022.pdf

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To: City Of Oroville

Date: January 3rd, 2022

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I am concerned that the redistricting process may be seen as an opportunity by the current political bloc to manipulate our district maps to further consolidate their voting power. This is a phenomenon known as gerrymandering. It would be extremely shortsighted for politicians to lock our city into unsuitable districts for the next ten years, when they themselves may no longer be in office just a few short years from now.

Susannah Wedgwood

Homeowner – Downtown Oroville

Jackie Glover

From: davesdent@aol.com
Sent: Monday, January 3, 2022 4:27 PM
To: CityHall_CityClerk
Cc: davesdent@aol.com
Subject: Voting Districts

ATTENTION: This message originated from outside the **City of Oroville**. Please exercise judgment before opening attachments, clicking on links, or replying.

Dear City:

I live in the Downtown Historic District and believe the needs of our residents require a special district.
I only support maps #1, 2,3,29 and 40.

Signed,

Dave Mitchell
1230 1st. Ave.
Oroville, CA 95965

Thank you for helping to keep The Oroville Historic District focused.

Jackie Glover

From: Donna Cyr <dcyr@biggs.org>
Sent: Tuesday, January 4, 2022 9:24 AM
To: CityHall_CityClerk
Subject: Oroville Redistricting - Downtown Historic District

ATTENTION: This message originated from outside the **City of Oroville**. Please exercise judgment before opening attachments, clicking on links, or replying.

Dear City,

I ask that this be read into the record:

I live in the Downtown Historic District and believe the needs of our residents require a special district. I only support maps #1, 2, 3, 29 and 40. Mixing downtown with other parts of the city would not be beneficial for the residents of the downtown area. The Oroville Historic District needs a voice on the Council.

Thank you,

Donna Cyr

Jackie Glover

From: Julie Miller <j_steffen_3@yahoo.com>
Sent: Tuesday, January 4, 2022 11:29 AM
To: CityHall_CityClerk
Subject: To be read for public record, City Council Meeting Jan 4, 2022

ATTENTION: This message originated from outside the **City of Oroville.** Please exercise judgment before opening attachments, clicking on links, or replying.

Please read below statement IN ITS ENTIRETY as a non-agenda item during public comment:

Public Announcement!
*Oroville is redistricting! VERY IMPORTANT redistricting meeting happening THIS Thursday, January 6th at City Hall at 6:00. Come be involved in this process, particularly if you live in the downtown historic district.
*Maps 34, 47 and 53 MUST BE REMOVED from the approved list of maps as they DO NOT meet critical redistricting criteria.
*Our historic district community of interest is at risk of not being properly represented. We need representation!
*Research for yourself and then come support your downtown historic district!

Thank you

Julie Miller

Jackie Glover

From: Kay Castro <kaycastro2016@gmail.com>
Sent: Tuesday, January 4, 2022 12:29 PM
To: CityHall_PublicComment; David Pittman; Jackie Glover; Janet Goodson; Scott Huber; Scott Thomson; Art Hatley; Charles Reynolds
Cc: natalie sheard; Julie Miller
Subject: Non-Agenda Item

ATTENTION: This message originated from outside the **City of Oroville**. Please exercise judgment before opening attachments, clicking on links, or replying.

Good afternoon,

I am unable to attend tonight because of sickness. Please read aloud, verbatim. It is well under the 3 minute rule. I timed it at 1 minute, 22 seconds. Thank you!

There are many citizens very concerned about the district mapping process.

What is the role of the consultant in this process? Maps #34, #47, and #53 do not meet 3 of the 6 legal guidelines, Why is the consultant allowing these maps to even continue to be considered?

The very definition of gerrymandering is being exhibited:

"The party in control draws district boundaries in such a way as to favor its own candidates in subsequent elections."

Not only is the Council drawing its own boundaries, it is also accepting anonymous maps which obviously disregard communities of interest that have been around for over 75 years. Why are these maps considered confidential and anonymous? Who determined it's even legal to keep these map authors a secret? I fail to see how the Council's promise to us of transparency is being fulfilled. Keeping something this important anonymous doesn't instill much trust.

Oroville Municipal Code, Title 17, Chapter 17.44 Overlay of Districts clearly acknowledges the Historic District. This District is one of the few that is already clearly established, meets all of the criteria and is naturally within the +/- 5% population rule. Why mess with it?

Please consider removing the 3 maps in question so our time and efforts can be diverted to other maps which are of true benefit to our entire city, not just for an anonymous few. For those of you listening tonight, the meeting is Jan. 6th, here in Council Chambers. Please attend or write an email to the Council.

Genuinely,

Kay Castro

Jackie Glover

From: Robert Hewitt <rlh95965@yahoo.com>
Sent: Monday, January 3, 2022 2:58 PM
To: CityHall_CityClerk
Subject: Redistricting - Please Read this at the Council Meeting

ATTENTION: This message originated from outside the **City of Oroville.** Please exercise judgment before opening attachments, clicking on links, or replying.

Please consider that the "historic downtown" Oroville is integral to the health of the entire City of Oroville and South Butte County. I would ask you, the Council, to maintain the integrity of the downtown area and not dilute it by combining it with non-contiguous populations or areas.

Thank you, Robert L Hewitt

"Treat people as if they were what they ought to be and you help them to become what they are capable of being."
Johann Wolfgang von Goethe

CITY OF OROVILLE
RESOLUTION NO. 9013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING AND DIRECTING THE MAYOR TO EXTEND THE EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN THE CITY OF OROVILLE AND VETERANS HOUSING DEVELOPMENT CORPORATION UNTIL JANUARY 31, 2023.

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

1. The Mayor is authorized and directed to extend the Exclusive Negotiating Agreement between the City of Oroville and the Veterans Housing Development Corporation until January 31, 2023 .

2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on January 4, 2022, by the following vote:

AYES: Hatley, Smith, Pittman, Goodson, Riggs, Thomson, Reynolds

NOES: None

ABSTAIN: None

ABSENT: None

_____
Chuck Reynolds, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Jackie Glover, Assistant City Clerk