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

February 18, 2025
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

Please review the options below for ways to participate or observe the Council Meetings.

To Observe the Meeting:

1. Live Feed: https://www.youtube.com/channel/UCAoRW34swYl85UBfYqT7IbQ/
2. Zoom Link: https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09
3. Zoom Application: Meeting ID: 968 7031 9529 Passcode: 67684553
4. By Phone: Telephone: 1-669-900-6833 Meeting ID: 968 7031 9529 Passcode: 67684553

To Provide Comment to the Council:

1. Attend the meeting in person
2. Send an Email by 2:00 PM the day before the meeting to publiccomment@cityoforoville.org. All comments emailed will be provided to the Council Members for their consideration.

If you would like to address the Council at this meeting, you are requested to complete the blue speaker request form (located on the wall by the agendas) and hand it to the City Clerk, who is seated on the right of the Council Chamber. The form assists the Clerk with minute taking and assists the Mayor or presiding chair in conducting an orderly meeting. Providing personal information on the form is voluntary. For scheduled agenda items, *please submit the form prior to the conclusion of the staff presentation for that item.* Council has established time limitations of three (3) minutes per speaker on all items and an overall time limit of thirty minutes for non-agenda items. If more than 10 speaker cards are submitted for an item, the time limitation would be reduced to one and a half (1.5) minutes per speaker for that item. If more than 15 speaker cards are submitted for non-agenda items, the first 15 speakers will be randomly selected to speak at the beginning of the meeting, with the remaining speakers given an opportunity at the end. **(California Government Code §54954.3(b))**. Pursuant to Government Code Section 54954.2, the Council is prohibited from taking action except for a brief response from the Council or staff to statements or questions relating to a non-agenda item.

CALL TO ORDER / ROLL CALL

Council Members: Scott Thomson, Chuck Reynolds, Tracy Johnstone, Janet Goodson, Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54957, the Council will meet with the Personnel Officer to discuss Public Employee Performance Evaluations. Position title: Department Heads and Contract employees.

2. Pursuant to Government Code Section 54957.6, the Council will meet with the Personnel Officer and City Attorney to discuss labor negotiations related to the following bargaining units: All Represented Units

OPEN SESSION

1. Announcement from Closed Session
2. Pledge of Allegiance
3. Adoption of Agenda

PRESENTATIONS AND PROCLAMATIONS

1. HARRIS AND ASSOCIATES PAVEMENT MANAGEMENT PROGRAM PRESENTATION

Harris and Associates will present their findings following the initial Pavement Management Program baseline inspections.

ACTION REQUESTED -

ACCEPT FOR INFORMATION.

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.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - 9** 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 FOR CALENDAR YEAR 2025

The City Council shall consider adopting the Statement of Investment Policy for the City of Oroville for the current calendar year.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9350 - A RESOLUTION AUTHORIZING ADOPTION OF AN INVESTMENT POLICY FOR THE CITY OF OROVILLE FOR 2025.

2. RESOLUTION TERMINATING BUTTE CHOICE ENERGY JOINT POWERS AUTHORITY

Staff continue to work with Pioneer Community Energy (PCE), a Community Choice Aggregator, to transition power supply responsibilities from Pacific Gas and Electric (PG&E) to PCE. The anticipated transition date is targeted for October of 2027. In order to continue to move forward with PCE, the City Council (along with the City of Chico and Butte County) must terminate the Joint Powers Authority with Butte Choice Energy.

ACTION REQUESTED -

APPROVE RESOLUTION TERMINATING BUTTE CHOICE ENERGY AUTHORITY JOINT POWERS AUTHORITY.

3. RESOLUTION REQUESTING MEMBERSHIP IN PIONEER COMMUNITY ENERGY AND APPROVING AMENDED AND RESTATED JOINT POWERS AGREEMENT AS AMENDED THROUGH AMENDMENT NO. 5

Staff continue to work with Pioneer Community Energy (PCE), a Community Choice Aggregator, to transition power supply responsibilities from Pacific Gas and Electric (PG&E) to PCE. The anticipated transition date is targeted for October of 2027. In order to continue to move forward with PCE, the Council must request membership in the PCE Joint Powers Authority.

ACTION REQUESTED -

APPROVE RESOLUTION REQUESTING MEMBERSHIP IN PIONEER COMMUNITY ENERGY AND APPROVING THE AMENDED AND RESTATED JOINT POWERS AGREEMENT AS AMENDED THROUGH AMENDMENT NO. 5.

4. REVIEW AND ADOPTION OF THE UPDATED 2025 SALARY SCHEDULE INCLUDING THE 3% COST OF LIVING INCREASES

The purpose of this report is to present the updated salary schedule to the Mayor and City Council for review and approval. The updates incorporate the most recent Cost-of-Living Adjustments (COLA) per the Memorandum of Understanding (MOU) contracts for each unit and department heads that was effective December 23, 2024.

ACTION REQUESTED -

APPROVE THE REVISED SALARY SCHEDULE AS PRESENTED.

5. AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT LLC TO EXTEND EXPIRATION DATE

The City Council shall consider amending the Professional Services Agreement with Trover Construction Project Management LLC to extend the contract for an additional two (2) years to perform contractor services for the City of Oroville Owner-occupied Housing Rehabilitation (OOR) Program and inspection services for the First Time Home Buyer (FTHB) Program. After the 20-CDBG-12067 grant expired the program was awarded additional grant funding under 20-PLHA-15545, therefore staff would like to extend the agreement with Trover Construction Project Management LLC to continue providing services for the OOR Program as well as additional assistance with administering FTHB inspections.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9348 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO AMEND A PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT LLC TO PROVIDE PROGRAM SERVICES THROUGH DECEMBER 31, 2026 (AGREEMENT NO. 3535)

6. LOTT HOME PAINTING AND DRY ROT REPAIR PROJECT – FUND CORRECTION

This item was brought before City Council on February 4, 2025 with an incorrect funding source listed. This item is being brought forward to correct that the funds for the Lott Home Painting and Dry Rot Repair Project are to come from the Capital Improvement Project Fund.

ACTION REQUESTED -

AUTHORIZE THE FUNDING TO COME FROM THE CAPITAL IMPROVEMENT PROJECT FUND.

7. SUPPORT FOR FEDERAL FUNDING OF SELF-HELP HOUSING

The City Council shall consider approving the Mayor to sign and transmit the attached letter to Representative Doug LaMalfa's office, advocating for increased federal funding for the USDA Rural Development mutual self-help housing program.

ACTION REQUESTED -

APPROVE THE LETTER AND AUTHORIZE THE MAYOR TO SIGN.

8. SALE OF CITY-OWNED PROPERTY LOCATED AT 1218 BIRD STREET

The City Council shall consider selling residential property located at 1218 Bird Street.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9346 - A RESOLUTION OF THE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR OR CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS RELATING TO THE SALE OF THE CITY-OWNED PROPERTY IDENTIFIED AS 1218 BIRD STREET, OROVILLE (APN.012-076-007) TO GARRETT MCCARTER FOR THE AMOUNT OF $275,000.

9. APPROVAL OF REGULAR MEETING MINUTES

Submitted for approval are the Regular Meeting Minutes of 02.04.2025.

ACTION REQUESTED –

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

10. TABLE MOUNTAIN GOLF COURSE – OPERATIONAL UPDATE, REQUEST FOR REIMBURSEMENT FOR CALENDAR YEAR 2023 COURSE IMPROVEMENTS AND REVIEW OF 2024 AND 2025 PROJECT LISTS

The City contracts with Table Mountain Golf Club, Inc. (TMGC) to operate and maintain the City golf course. TMGC will provide the Council with an operational update on the golf course activities. TMGC will also be submitting a claim for projects completed in accordance to the agreement between the City and TMGC for calendar year 2023. TMGC will be reviewing projects completed in 2024 along with what they have planned for 2025.

ACTION REQUESTED -

1. **RECEIVE OPERATIONAL UPDATE FROM TABLE MOUNTAIN GOLF CLUB, INC.;**
2. **AUTHORIZE THE REIMBURSEMENT OF $18,789.50 TO TABLE MOUNTAIN GOLF CLUB, INC. FOR PROJECTS COMPLETED ON THE GOLF COURSE IN CALENDAR YEAR 2023;**
3. **APPROVE PROJECTS COMPLETED IN 2024; AND**
4. **APPROVE PROJECTS PROPOSED IN 2025.**

11. MARKET RATE HOUSING FEE DEFERMENT AGREEMENT

Consideration of a fee deferment for a 174-unit, market-rate housing project for a period of 10 years.

ACTION REQUESTED -

1. **DIRECT STAFF TO DEVELOP DEVELOPMENT IMPACT FEE DERRAL LOAN AGREEMENT AND AUTHORIZE THE MAYOR TO SIGN; AND**
2. **DIRECT STAFF TO EXECUTE AND RECORD A DEED OF TRUST AND PROMISSORY NOTE AS SECURITY FOR THE LOAN; AND**
3. **ADOPT RESOLUTION NO. 9352**

12. HEWITT PARK UPDATE

The City Council will be provided with an update on the Hewitt Park Renovation project.

ACTION REQUESTED -

ACCEPT FOR INFORMATION.

13. FINANCIAL ANALYSIS FOR FISCAL YEAR ENDED JUNE 30, 2024

The City Council may receive annual unaudited financial information for the year ended June 30, 2024.

ACTION REQUESTED -

RECEIVE INFORMATION FOR THE FISCAL YEAR ENDED JUNE 30, 2024.

14. MID YEAR FINANCIAL REVIEW

The City Council may receive a mid-year financial report for revenues and expenditures for the first six months of the fiscal year July 1, 2024, to December 31,2024.

ACTION REQUESTED -

EXPENDITURES

1. **INCREASE TO RISK MANAGEMENT IN THE GENERAL FUND, LINE ITEM 100.1060.6090 TO COVER INCREASED INSURANCE COSTS. $200,000**

2. **INCREASE TO CITY ATTORNEY BUDGET IN THE GENERAL FUND, LINE ITEM 100.1010.6360 TO COVER A REVISION TO THE ESTIMATED COST OF THE $400,000**

15. CITY MUNICPAL CODE UPDATE AND AD HOC COMMITTEE FORMATION

The Oroville Municipal Code is a comprehensive compilation of laws and regulations enacted by the City. It covers a wide range of topics, including general provisions, administration, finance, business licenses, animal control, health and safety, public peace, traffic, public services, building codes, subdivisions, and zoning. The code is organized into titles and chapters, each addressing specific areas of city governance and public policy. The Code can be updated over time, as the Council deems appropriate. It has been requested to bring the topic forward of reviewing the current sections associated with planning and building, in an attempt to reduce potentially overly burdensome code requirements.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

16. EMPLOYMENT CONTRACT AMENDMENT WITH RON BELSER, DIRECTOR – CODE ENFORCEMENT

The Council will consider an amendment to the employment contract with Ron Belser, Director – Code Enforcement that would advance Mr. Belser from Step E, $150,123 annual salary to Step G, $166,345 annual salary.

ACTION REQUESTED –

ADOPT RESOLUTION NO. 9351 – A RESOLUTION OF THE OROVILLE CITY COUNCIL

AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND RON BELSER – (AGREEMENT NO. 3400).

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

- Mayor or Chairperson opens the public hearing and staff will present the item and answer Council questions.
- The hearing is opened for public comment limited to three (3) minutes per speaker. In the event of more than ten (10) speakers, time will be limited to one and a half (1.5) minutes. Under Government Code 54954.3, the time for each presentation may be limited.
- Speakers are requested to provide a speaker card to the City Clerk
- Public comment session is closed and then the Council will debate and take action
- Those wishing to speak at the public hearings below, but unable to attend before 5pm, may request that the council consider holding the public hearing after 5pm by emailing cityclerk@cityoforoville.org or calling 530-538-2535. Please submit request 24 hours before the meeting.
- Individuals may email comments for council consideration to publiccomment@cityoforoville.org

17. 5:30PM - ADOPTION OF ORDINANCE TO AMEND SUBSECTION 13.30 OF THE OROVILLE MUNICIPAL CODE IMPLEMENTING A COMMUNITY CHOICE AGGREGATION PROGRAM WITH PIONEER COMMUNITY ENERGY

Staff continue to work with Pioneer Community Energy (PCE), a Community Choice Aggregator, to transition power supply responsibilities from Pacific Gas and Electric (PG&E) to PCE. The anticipated transition date is targeted for the fall of 2026. In order to continue to move forward with PCE, the City Council must make changes in the City Municipal Code.

ACTION REQUESTED –

ADOPT ORDINANCE AMENDING SUBSECTION 13.30 OF THE OROVILLE MUNICIPAL CODE IMPLEMENTING A COMMUNITY CHOICE AGGREGATION PROGRAM WITH PIONEER COMMUNITY ENERGY.

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.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence
   i. Official Petition to Council Members

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on March 4, 2025 at 4:00 p.m.

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

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

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **FRED MAYO, DIRECTOR OF PUBLIC WORKS**

RE: **HARRIS AND ASSOCIATES PAVEMENT MANAGEMENT PROGRAM PRESENTATION**

DATE: **FEBRUARY 18, 2025**

SUMMARY

Harris and Associates will present their findings following the initial Pavement Management Program baseline inspections.

DISCUSSION

Between July and October 2024, the City of Oroville's Pavement Management Program (PMP) was developed from the ground up using Metropolitan Transportation Commission's (MTC) StreetSaver® Online software. Pavement information was extracted from Butte County's road centerline GIS shapefile and city boundary data, with input and feedback from City staff shaping a comprehensive database.

A visual survey of all the roads, covering approximately 101 centerline miles of Oroville's streets, was conducted. Additional refinements to database sections were made based on field observations, ensuring the information integrated into the City's PMP was accurate and reflective of on-the-ground conditions.

The software focuses on providing cost effective recommendations that enhance the overall system's Pavement Condition Index (PCI), which is currently at a 52/100. In general, asphalt concrete pavement deteriorates over time by both traffic loading and weathering. The StreetSaver software recommends that 3% of the road maintenance budget be put towards preventive maintenance treatments such as surface seals and crack seals. The remaining budget is recommended to be allocated to more expensive asphalt concrete overlays and reconstructions. Preventive maintenance treatments are important because they can sustain a road's PCI at a high level at a relatively low cost.

The following five annual budget scenarios were generated within the software, with 3% of the annual budget applied towards preventative maintenance.

1. What happens to the PCI if there is no funding toward Street Maintenance over the next 5 years (PCI drops to 30)
2. What happens to the PCI if $2 million goes toward Street Maintenance over the next 5 years (PCI drops to 42)
3. What is needed to maintain a PCI of 52 over the next 5 years ($10.5 million/year)
4. What is needed to Increase the PCI by 5 Points over the next 5 years ($14 million/year)
5. What would be needed to bring the PCI score into a Very Good Condition over the next 5 years - Unconstrained Budget ($31 million/year)

FISCAL IMPACT

None

ACTION REQUESTED -

Accept for Information.

ATTACHMENTS

1. PMP Baseline Study PowerPoint Presentation

CITY OF OROVILLE

2024-25 PAVEMENT MANAGEMENT PROGRAM



Harris & Associates

Harris & Associates

WHAT IS A PAVEMENT MANAGEMENT PROGRAM (PMP) ?

Pavement Management Program (PMP) is a:

"Computer Assisted Method of Organizing and Analyzing Information about Pavement Conditions"

- Organizes, Stores, and Retrieves Data
- Makes Quick Analysis and Calculations
- Provides Cost Effective Maintenance Strategies

Harris & Associates

PAVEMENT CONDITION INDEX (PCI)

The Pavement Condition Index (PCI) is a numerical index between 0 and 100 which is used to indicate the general condition of a pavement

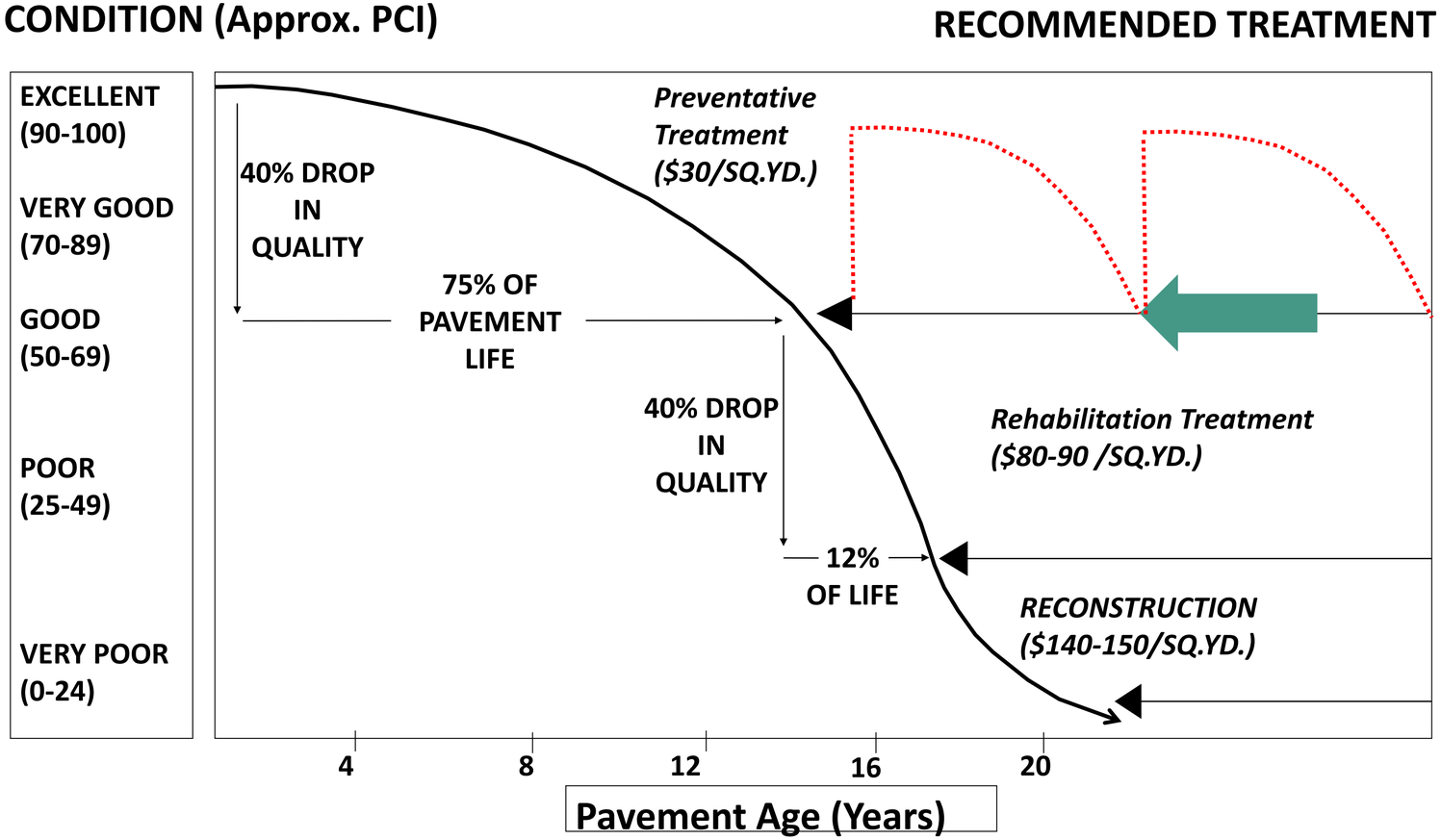
PCI Range	Condition Category
90-100	Excellent
70-89	Very Good
50-69	Good
25-49	Poor
0-24	Very Poor or Failed

PCI=70

Harris & Associates

WHY PMP?

MORE COST-EFFECTIVE TO TREAT BEFORE STEEP DECLINE

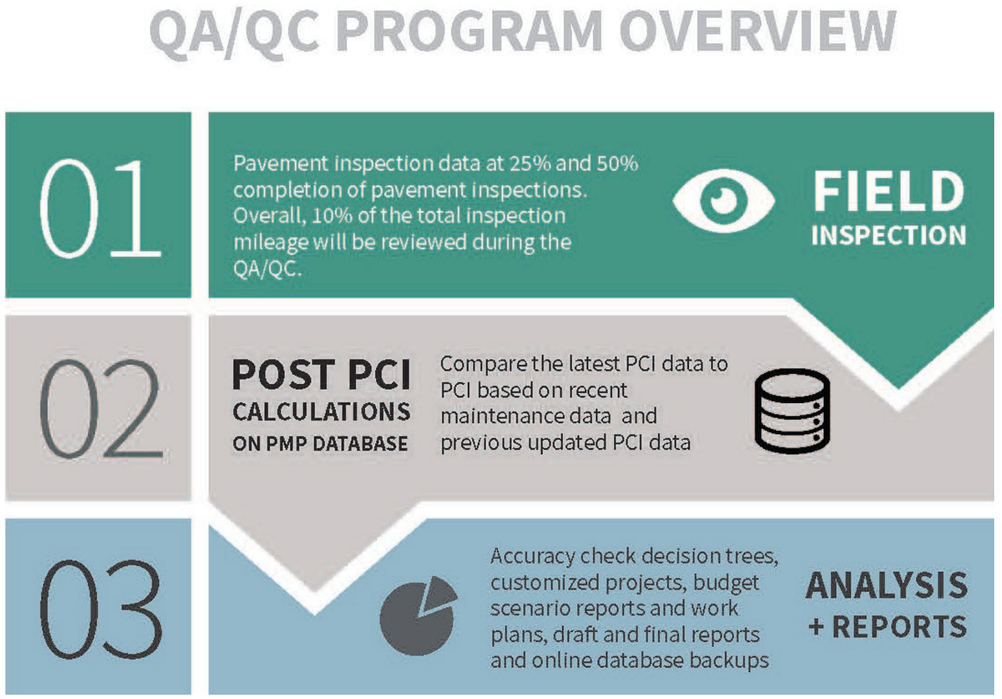


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PMP PROCESS

PMP Database Setup/Review → Field Surveys → PCI Calculations & Program Updates → Treatment Options & Costs → Budget Analysis & Reports

1. PMP database setup/review
2. Field surveys condition assessment and PMP database updates
3. PCI calculation 0-100 scale
4. Define treatment options and costs
5. Budget scenarios to develop list of candidate projects



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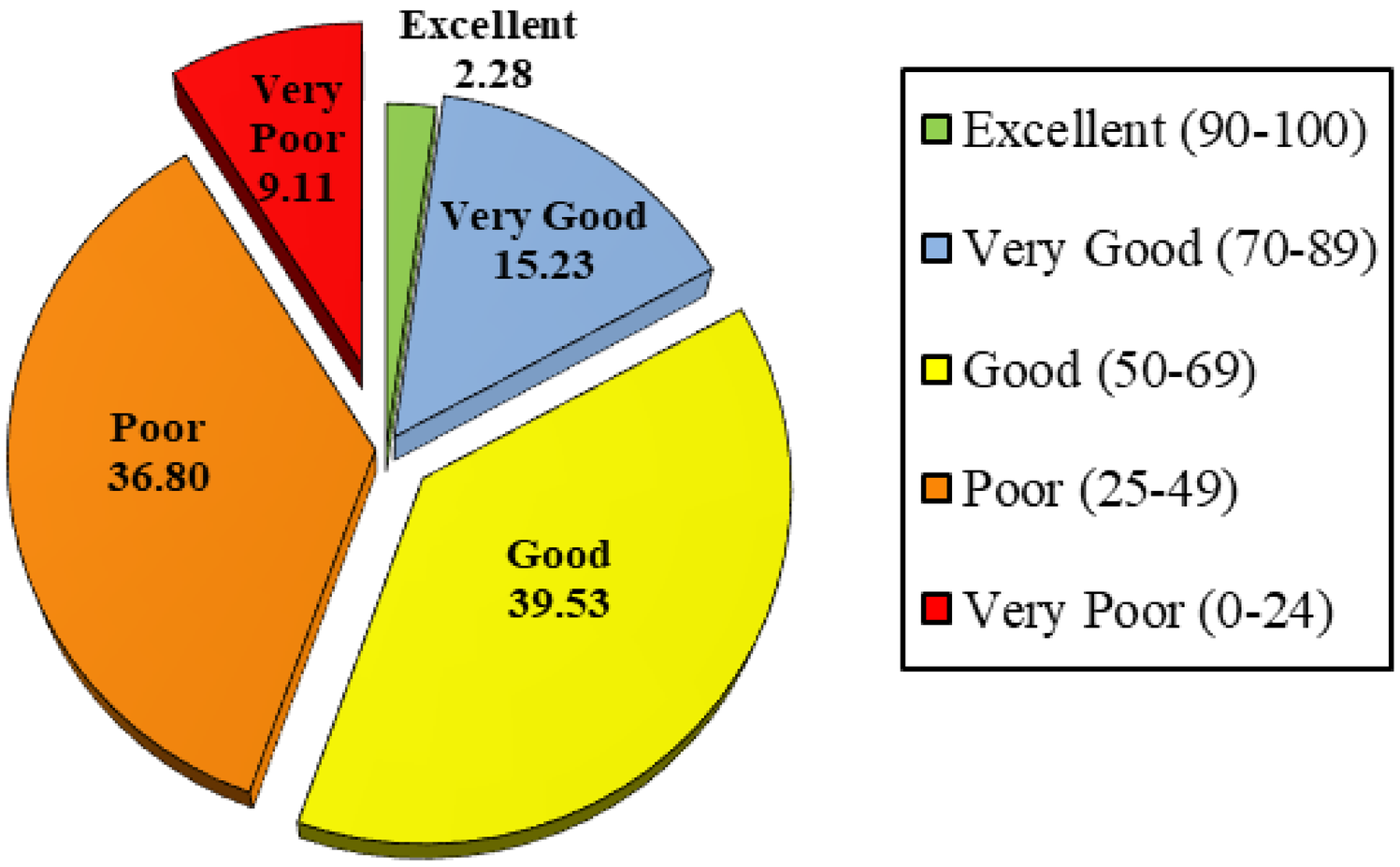
OROVILLE'S NETWORK INFORMATION

Pavement Mileage by Functional Class						
Classification	**Total Sections**	**Total Center Line Miles**	**Total Lane Miles**	**Total Area (sq. ft.)**	**Percentage of Street Network**	**PCI**
Arterial	53	12.18	46.85	2,606,911	12%	59
Collector	76	27.91	82.08	4,883,428	28%	56
Residential/Local	361	60.56	122.47	10,234,057	60%	48
Totals	**490**	**100.65**	**251.40**	**17,724,396**	**100%**	**52**

Examples:
Arterials: Montgomery & Lincoln
Collectors: Myers and Mitchell
Residentials: Most Avenues and Streets

OROVILLE'S MILES OF ROAD BY CONDITION

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EXCELLENT CONDITION CATEGORY (PCI=90-100)



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VERY GOOD CONDITION CATEGORY (PCI=70-89)



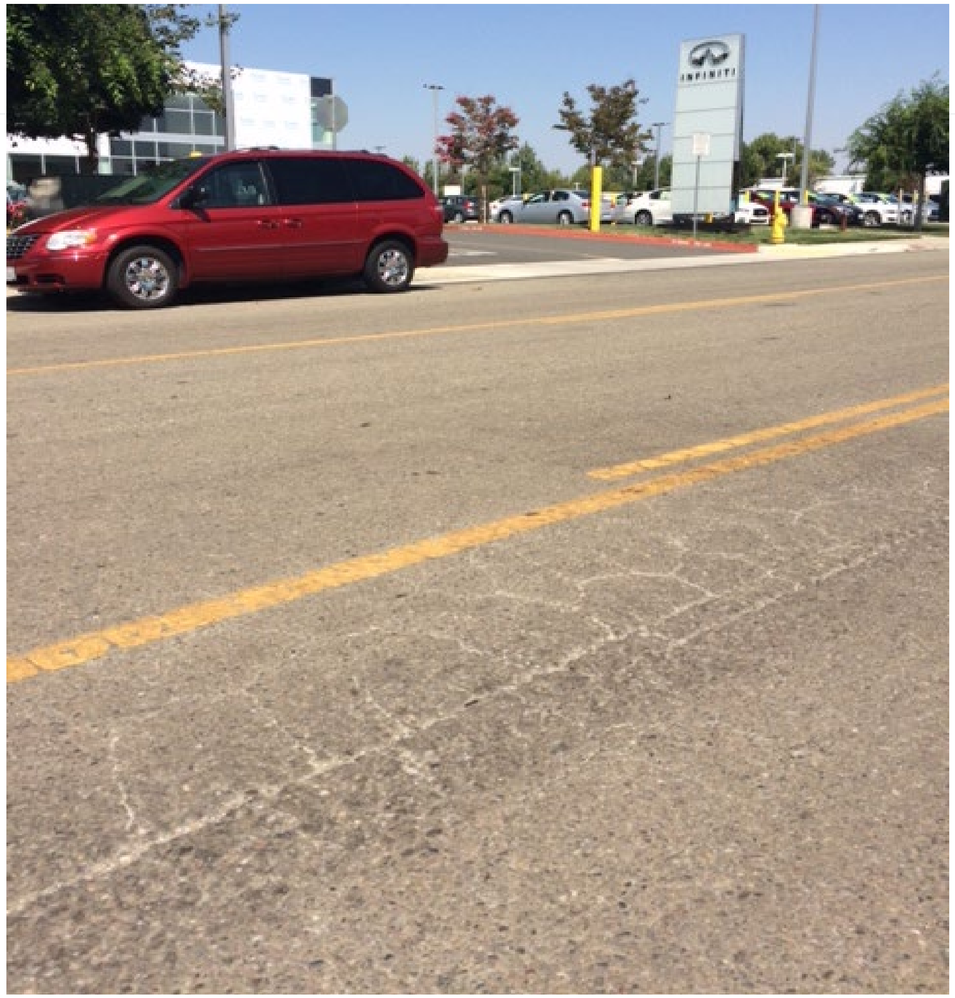


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GOOD CONDITION CATEGORY (PCI=50-69)

PCI = 50





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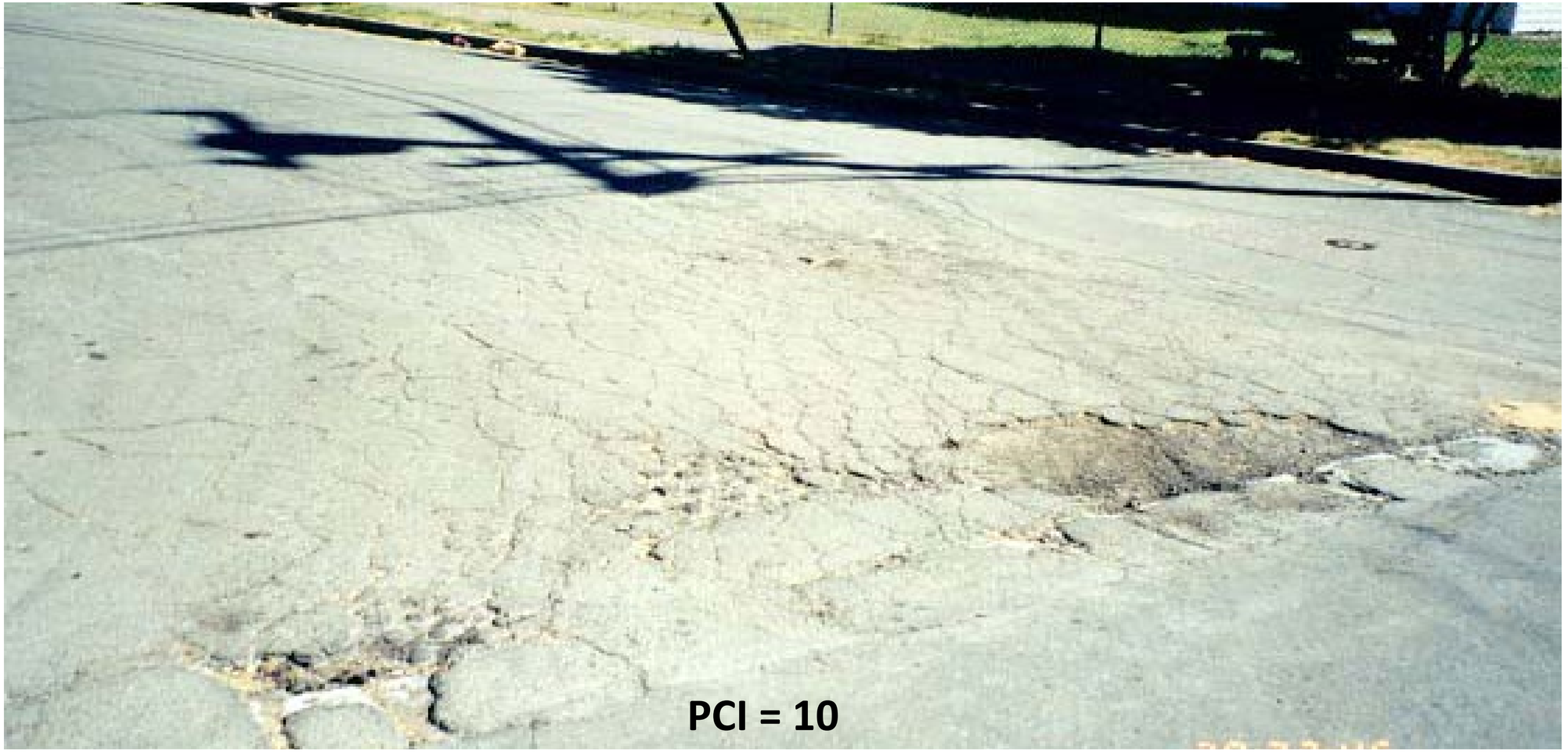
POOR CONDITION CATEGORY (PCI=25-49)



PCI = 30

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VERY POOR/FAILED CONDITION CATEGORY (PCI=0-24)



PCI = 10

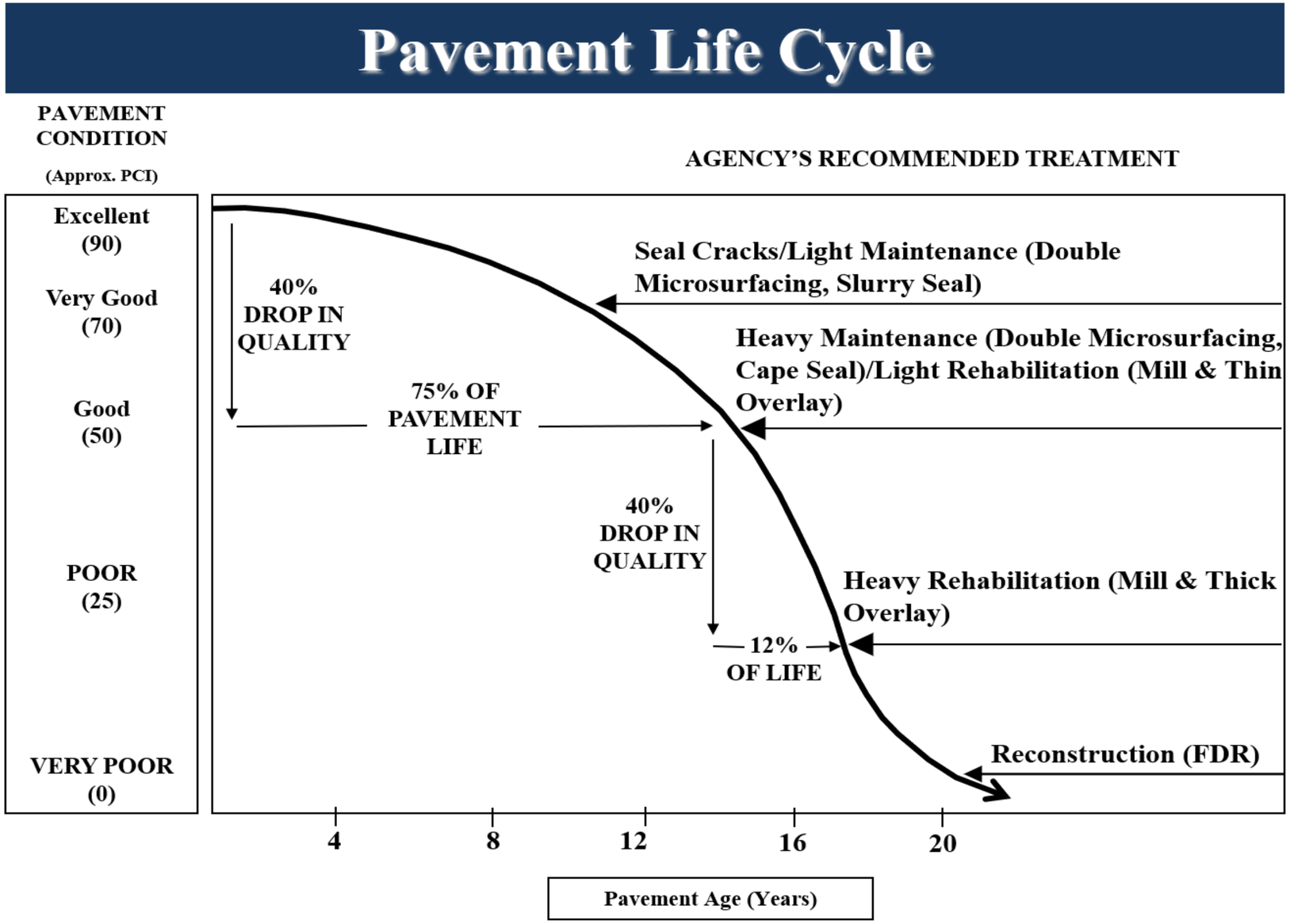
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MAINTENANCE TREATMENTS

Agency's Maintenance Treatments By Condition Category		
Condition	**PCI Range**	**Typical Maintenance Treatment**
Excellent	90-100	Do Nothing.
Very Good	70-89	Seal Cracks Light Maintenance (Double Microsurfacing, Slurry Seal)
Good	50-69	Heavy Maintenance (Double Microsurfacing, Cape Seal Light Rehab (Mill & Thin Overlay)
Poor	25-49	Heavy Rehab (Mill & Thick Overlay)
Very Poor	0-24	Reconstruction (FDR)

MAINTENANCE TREATMENTS

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NEEDS ASSESSMENT

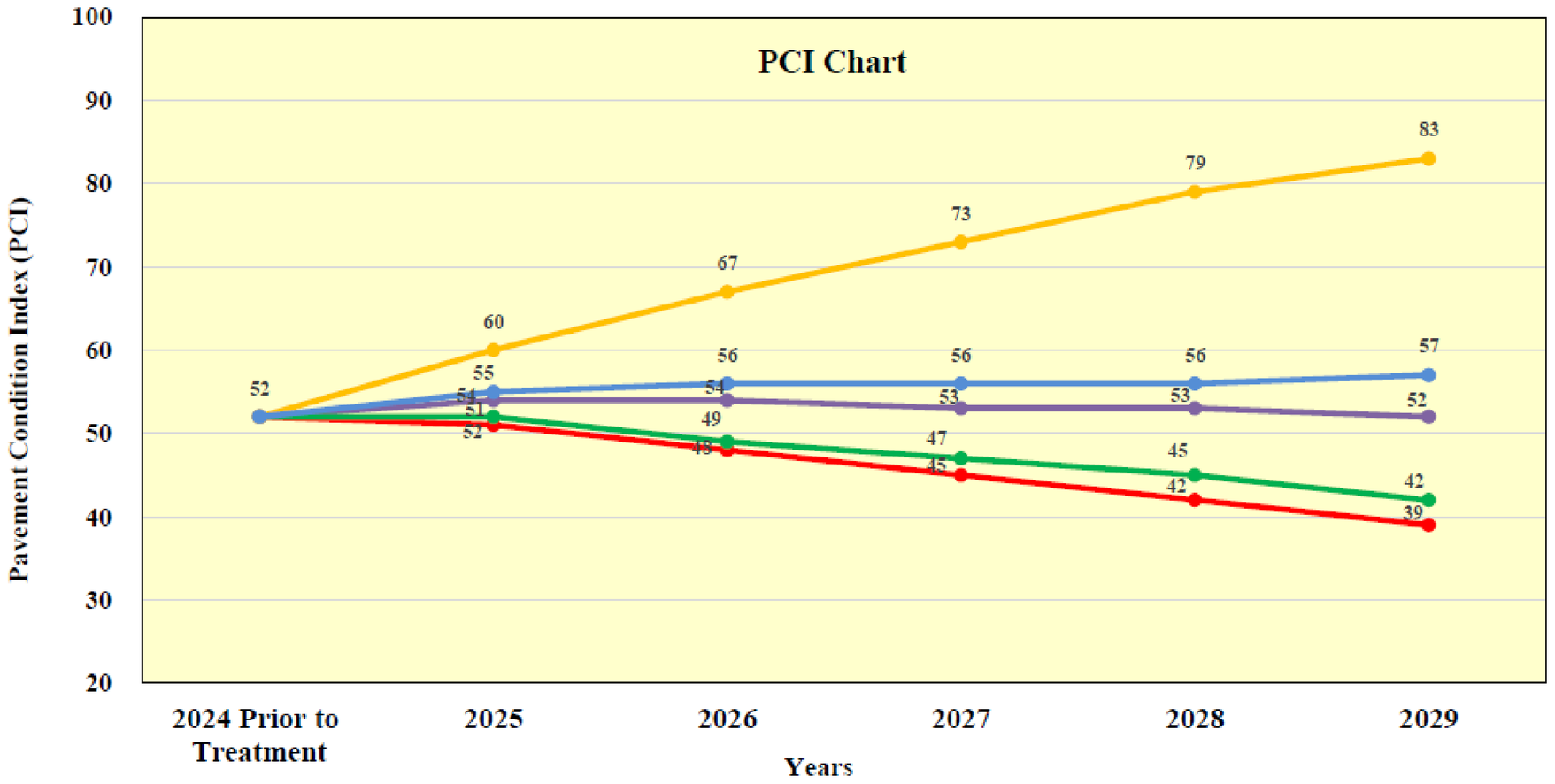
Budget Needs					
Year	PCI (Treated)	Untreated PCI	Preventative Maintenance ($M)	Rehab ($M)	Total Needs ($M)
2025	71	51	$ 3,969,147	$ 60,728,711	$ 64,697,858
2026	74	49	$ 502,650	$ 24,216,973	$ 24,719,623
2027	75	45	$ 237,587	$ 28,430,999	$ 28,668,586
2028	81	42	$ 260,808	$ 19,643,968	$ 19,904,776
2029	84	39	$ 32,650	$ 17,174,552	$ 17,207,202
Totals	**N/A**	**N/A**	**$ 5,002,842**	**$150,195,203**	**$ 155,198,045**

Harris & Associates

SCENARIOS

1. No Funds ($0)
2. Expected Annual Budget ($2 million/year)
3. Maintain PCI of 52 ($10.5 million/year)
4. 5 Point Increase in PCI ($14 million/year)
5. Unconstrained Budget ($31 million/year)

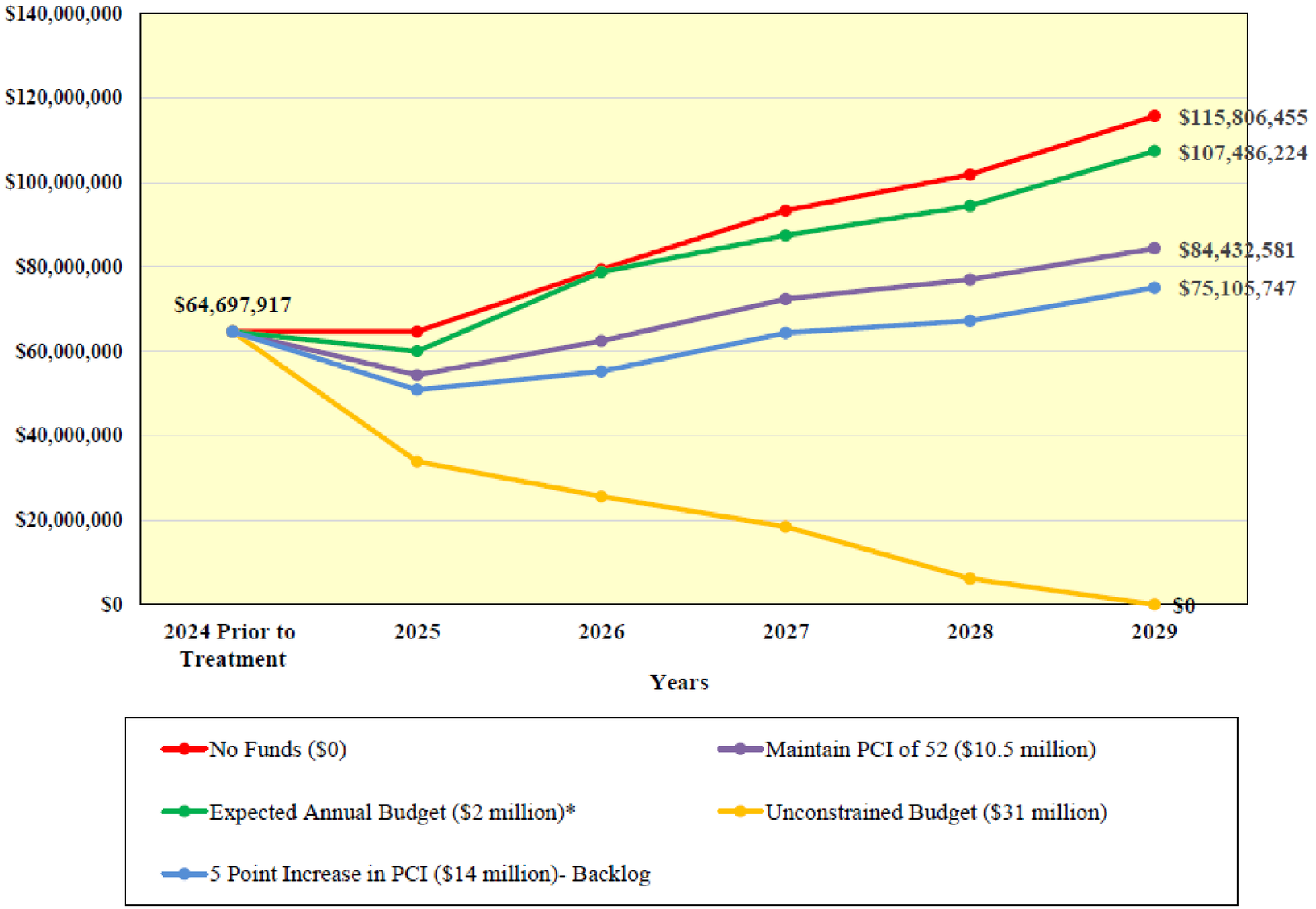
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*Includes 2025, 2026, 2027 planned projects in analysis

Deferred Maintenance Chart

Harris & Associates



*Includes 2025, 2026, 2027 planned projects in analysis

Harris & Associates

RECOMMENDATIONS

- Inspect Arterials & Collectors Every 2 Years
- Inspect Residentials Every 4 Years
- Update Maintenance Regularly

Harris & Associates

RECOMMENDATIONS

Funding Alternatives

- Truck Route Permit Fee – Leverages a surcharge fee on trucks for use of City roads to help recoup the costs of heavy wheel loads imposed by truck traffic.
- Residential Waste Collection Fee – Surcharge is leveraged on waste companies to account for damage to pavement incurred by heavy waste collection trucks.
- Development Repairs – Fees assessed to new developments to account for increased traffic associated with new residential and commercial tenants.
- Establish Utility Cut Impact Fee – Fee is leveraged against utility to provide compensation for reduced pavement life due to utility cuts and patches.

Harris & Associates

RECOMMENDATIONS

- Funding Alternatives
  - Pursue Local Transportation Sales Tax Measures
  - Devote More Local Sales Tax/Revenues to Road Maintenance
  - Establish Downtown and Business Improvement Districts
  - Establish Citywide Assessment Districts

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES**

RE: **INVESTMENT POLICY FOR CALENDAR YEAR 2025**

DATE: **FEBRUARY 18, 2025**

SUMMARY

The City Council shall consider adopting the Statement of Investment Policy for the City of Oroville for the current calendar year.

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. With the elected Treasurer position currently sitting vacant, staff bring forward this policy for consideration, which includes language addressing when the Treasurer position sits vacant.

FISCAL IMPACT

None

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9350 - A RESOLUTION AUTHORIZING ADOPTION OF AN INVESTMENT POLICY FOR THE CITY OF OROVILLE FOR 2025.

ATTACHMENTS

1. Resolution No. 9350
2. Investment Policy

CITY OF OROVILLE
RESOLUTION NO. 9350

A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE INVESTMENT POLICY FOR THE CITY OF OROVILLE FOR CALENDAR YEAR 2025

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

a. The Council adopts the Investment Policy for calendar year 2025.

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 February 18, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
DAVID PITTMAN, MAYOR

APPROVED AS TO FORM:

_____
David Ritchie, City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

City of Oroville
Statement of Investment Policy
2025

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City of Oroville
Statement of Investment Policy
2025

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; ensure 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 (or Finance Director if in the situation where there is no City Treasurer) who shall be responsible for all transactions undertaken and shall establish a system of controls and procedures. The Treasurer (Finance Director if no Treasurer) has the authority to sign all contracts related to the investment of public funds.

5.1 Investment Procedures: The Treasurer (Finance Director if no 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 (Finance Director if no 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 investment policy.

.**8.0** **Authorized Investments:** The Treasurer (Finance Director if no 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 five-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 ensure subsequent compliance, the Treasurer (Finance Director if no 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 (Finance Director if no 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

(Finance Director if no 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 five (5) 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 (Finance Director if no 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 (Finance Director if no Treasurer) shall provide a monthly report posted to the City's website 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 (Finance Director if no 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 (Finance Director if no 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 **Glossary:** 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 PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**
PAT PIATT, COMMUNITY DEVELOPMENT DIRECTOR

RE: **RESOLUTION TERMINATING BUTTE CHOICE ENERGY JOINT POWERS AUTHORITY**

DATE: **FEBRUARY 18, 2025**

SUMMARY

Staff continue to work with Pioneer Community Energy (PCE), a Community Choice Aggregator, to transition power supply responsibilities from Pacific Gas and Electric (PG&E) to PCE. The anticipated transition date is targeted for October of 2027. In order to continue to move forward with PCE, the City Council (along with the City of Chico and Butte County) must terminate the Joint Powers Authority with Butte Choice Energy.

DISCUSSION

Community Choice Aggregator (CCA) programs allow local governments to procure electricity generation on behalf of residents and businesses at wholesale market rates while still utilizing the existing transmission and distribution infrastructure of utilities like PG&E. Butte County, along with the cities of Chico and Oroville, previously attempted to establish a local CCA, Butte Choice Energy (BCE), but market conditions prevented its launch.

Pioneer is a Joint Powers Authority (JPA) serving El Dorado, Placer Counties, and several cities in our region. Like BCE, Pioneer is committed to local investments in renewable energy, economic development, and energy efficiency programs. Pioneer prioritizes ratepayer savings and local control, working to provide competitive electricity rates with a discount over PG&E.

On October 1, 2024, the Council directed staff to move forward with Pioneer. On December 19, 2024, the Pioneer Governing Board approved this expansion effort and an amendment to their JPA.

An agency cannot be a member of two separate CCA JPA's. All parties included in the BCE JPA have mutually agreed to terminate the JPA, and are taking actions to their governing body to memorialize this action.

FISCAL IMPACT

None.

RECOMMENDATION

Approve resolution terminating Butte Choice Energy Authority Joint Powers Authority.

CITY OF OROVILLE

RESOLUTION NO. 9347

RESOLUTION TERMINATING THE BUTTE CHOICE ENERGY JOINT POWERS AUTHORITY

WHEREAS, in 2019, the City of Oroville, the City of Chico, and the County of Butte investigated options to provide electric services to customers within each jurisdiction; and

WHEREAS, a feasibility study was conducted regarding the formation of a community choice aggregation (CCA) program, with the goals of providing rate savings to residents and businesses on electrical bills, local control over power supply choices, local control over programs that further increase economic development and local control over energy-related projects; and

WHEREAS, under Section 366.2, two or more entities authorized to be a community choice aggregator may participate as a group in a CCA program through a joint powers authority; and

WHEREAS, the City of Oroville, the City of Chico, and the County of Butte formed a Joint Powers Authority (JPA), creating Butte Choice Energy (BCE) per all applicable regulations, with the intent of entering into agreements with power suppliers to provide power to local residents and businesses; and

WHEREAS, conditions in the energy market changed drastically in 2021, resulting in the delay of the launch of BCE and continue to pose problems for new CCA's to establish; and

WHEREAS, Pioneer Community Energy (Pioneer), a well-established, successful CCA, has reached out to the City of Oroville, the City of Chico, the County of Butte, and the Town of Paradise about joining Pioneer; and

WHEREAS, an agency cannot be a member of two CCA JPA's; and

WHEREAS, to move forward as a potential member of Pioneer, in accordance to section 8.3 of the BCE JPA, each BCE member must agree to terminate the BCE JPA and pass a resolution requesting to join Pioneer along with applicable Ordinance changes; and

WHEREAS, Pioneer would like each agency to adopt the ordinance in February 2025 to allow them time to submit an implementation plan to the California Public Utilities Commission in March 2025.

NOW, THEREFORE, BE IT RESOLVED that the Oroville City Council formally requests, in accordance with section 8.3 of the Butte Choice Energy Authority JPA Agreement, to terminate the BCE JPA, to allow membership in Pioneer Community Energy.

ADOPTED this 18th day of February, 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____

David Pittman, Mayor

_____

Kayla Reaster, Assistant City Clerk

_____

Scott Huber, City Attorney

BUTTE CHOICE ENERGY JOINT POWERS AGREEMENT

This Joint Powers Agreement (the "Agreement"), effective as of November 5, 2019, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the public agencies set forth in Exhibit A.

RECITALS

1. The Parties are public agencies sharing various powers under California laws, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and their inhabitants.

   In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32, which will require local government to develop programs to reduce greenhouse emissions.

2. The purposes for the Initial Participants (as such term is defined in Section 2.3 below) entering into this Agreement include local economic benefits such as jobs creation, community energy programs and local power development; securing energy supply and price stability, addressing climate change by reducing energy related greenhouse gas emissions; energy efficiencies. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar, wind and hydro energy production.

3. The Parties desire to establish a separate public agency, known as the Butte Choice Energy Authority ("Authority"), under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") in order to collectively study, promote, develop, conduct, operate, and manage energy programs.

   Authority may change its name at any time through adoption of a resolution of the Board.

4. The Initial Participants have each adopted an ordinance electing to implement through the Authority a Community Choice Aggregation program pursuant to California Public Utilities Code Section 366.2 ("CCA Program"). The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program.

5. By establishing the Authority, the Parties seek to:

   a. Provide electricity rates that are lower or equal to those offered by Pacific Gas and Electric (“PG&E”) for similar products;

   b. Achieve quantifiable economic benefits to the region;

   c. Develop an electric supply portfolio with overall lower greenhouse gas intensity and lower greenhouse gas (GHG) emissions than PG&E, and one that supports the achievement of the parties' greenhouse gas reduction goals and the comparable goals of all participating jurisdictions;

d. Establish an energy portfolio that encourages the use and development of cost-effective local renewable and distributed energy resources and that discourages the use unbundled renewable energy credits;

e. Promote an energy portfolio that incorporates energy efficiency and demand response programs and pursues ambitious energy consumption reduction goals;

f. Offer differentiated energy options (e.g. 33% or 50% qualified renewable) for default service, and a 100% renewable content option in which customers may "opt-up" and voluntarily participate;

g. Recognize the value of current workers in existing jobs that support the energy infrastructure of Butte County;

h. Promote personal and community ownership of renewable resources, spurring equitable economic development and increased resilience, especially in low income communities;

i. Provide and manage its energy portfolio and products in a manner that provides cost savings to customers and promotes public health in areas impacted by energy production;

j. Ensure that low-income households and communities are provided with affordable and flexible energy options, including the provision of energy discounted rates to eligible low-income households;

k. Recognize and address the importance of healthy communities, including those disproportionately affected by air pollution and climate change;

l. Use program revenues to provide energy-related programs and services; and

m. Create an administering Authority that is financially sustainable, responsive to regional priorities, well-managed, and a leader in fair and equitable treatment of employees.

1. DEFINITIONS

1.1 "Act" means the Joint Exercise of Powers Act of the State of California (Chapter 5, Division 7, Title 1 of the Government Code commencing with Section 6500).

1.2 "Agreement" means this Joint Powers Agreement.

1.3 "Authority" means Butte Choice Energy Authority.

1.4 "Authority Document(s)" means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions and activities of the Authority, including but not limited to the Operating Policies and Procedures, the annual budget, and plans and policies.

1.5 "Board" means the Board of Directors of the Authority.

1.6 "Community Choice Aggregation" or "CCA" means an electric service option available to cities, counties, and other public agencies pursuant to Public Utilities Code Section 366.2.

1.7 "CCA Program" means the Authority's program relating to CCA that is principally described in Section 2.4 (Purpose) of this Agreement.

1.8 "Days" shall mean calendar days unless otherwise specified by this Agreement.

1.9 "Director" means a member of the Board representing a Party, including up to two alternate Directors appointed in accordance with Sections 4.1 (Board of Directors) and 4.2 (Appointment and Removal of Directors) of this Agreement.

1.10 "Effective Date" means the date on which the Agreement shall become effective and the Authority shall exist as a separate public agency, as further described in Section 2.1 (Effective Date and Term) of this Agreement.

1.11 "Initial Costs" means all costs incurred by the Authority relating to the establishment and initial operation of the Authority, such as the hiring of the executive, technical, and any administrative staff, any required accounting, administrative, technical and legal services in support of the Authority's initial formation activities or in support of the negotiation, preparation and approval of power purchase agreements. The Board shall determine the termination date for the Initial Costs.

1.12 "Initial Participants" means, for purpose of this Agreement, the County of Butte, City of Chico, and the City of Oroville (the County of Butte and the City of Chico are required for this agreement to be effective), and any other Parties joining in accordance with Section 2.3 (Initial Participants) of this Agreement.

1.13 "Operating Policies and Procedures" means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

1.14 "Parties" means, collectively, the signatories to this Agreement that have satisfied the conditions in Section 2.3 (Initial Participants) or Section 2.5 (Addition of Parties) of this Agreement, such that they are considered members of the Authority.

1.15 "Party" means, singularly, a signatory to this Agreement that has satisfied the conditions in Section 2.3 (Initial Participants) or Section 2.5 (Addition of Parties) of this Agreement, such that it is considered a member of the Authority.

1.16 "Public Agency" as defined in the Act includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, a county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to the Act.

2. FORMATION OF BUTTE CHOICE ENERGY AUTHORITY

2.1 **Effective Date and Term.** This Agreement shall become effective and the Authority shall exist as a separate public agency on the date this Agreement is executed by the County of Butte and at least one other public agency after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(12). The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until the Agreement is terminated in accordance with Section 8.3 (Mutual Termination) of this Agreement, subject to the rights of the Parties to withdraw from the Authority.

2.2 **Formation of the Authority.** Under the Act, the Parties hereby create a separate joint exercise of power agency which is named Butte Choice Energy Authority. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public agency separate from the Parties. The debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties unless the governing body of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. The jurisdiction of the Authority shall be all territory within the geographic boundaries of the Parties; however the Authority may, as authorized under applicable law, undertake any action outside such geographic boundaries as is necessary and incidental to the accomplishment of its purpose.

2.3 **Initial Participants.** In addition to Parties executing this Agreement on or prior to the Effective Date, any incorporated municipality, county, or other eligible public agency may become a Party and recognized as an Initial Participant provided during the first 180 days after the Effective Date it executes this Agreement and delivers an executed copy of this Agreement and a copy of the adopted ordinance required by Public Utilities Code Section 366.2(c)(12) to the Authority. All Initial Participants to this Agreement shall be required to commence electric service as soon as practicable, as determined by the Board.

2.4 **Purpose.** The purpose and objectives of this Agreement are to establish the Authority, to provide for its governance and administration, and to define the rights and obligations of the Parties. This Agreement authorizes the Authority to provide a means by which the Parties can more effectively develop and implement sustainable energy initiatives that reduce energy demand, increase energy efficiency, and advance the use of clean, efficient, and renewable resources in the region for the benefit of the Parties and their constituents, including, but not limited to, establishing and operating a Community Choice Aggregation program.

2.5 **Addition of Parties.** After 180 days from the Effective Date any incorporated municipality, county, or other public agency may become a Party to this Agreement if all of the following conditions are met:

2.5.1 The adoption of a resolution of the Board admitting the public agency to the Authority;

2.5.2 The adoption by an affirmative vote of the Board satisfying the requirements described in Section 4.10 (Board Voting) of this Agreement, of a resolution authorizing membership into the Authority and establishing its pro rata share of organizational, planning and other pre-existing expenditures, and describing additional conditions, if any, associated with membership;

2.5.3 The adoption by the public agency of an ordinance required by Public Utilities Code Section 366.2(c)(12) and approval and execution of this Agreement and other necessary program agreements by the public agency;

2.5.4 Payment of the membership payment, if any; and

2.5.5 Satisfaction of any reasonable conditions established by the Board.

Pursuant to this Section 2.5 (Addition of Parties), all parties shall be required to commence electric service as soon as is practicable, as determined by the Board, as a condition to becoming a Party to this Agreement.

2.6 **Continuing Participation.** The Parties acknowledge that membership in the Authority may change by the addition, withdrawal and/or termination of Parties. The Parties agree to participate with such other Parties as may later be added, as described in Section 2.5 (Addition of Parties) of this Agreement. The Parties also agree that the withdrawal or termination of a Party shall not affect this Agreement or the remaining Parties' continuing obligations under this Agreement.

3. POWERS

3.1 **General Powers.** The Authority shall have the powers common to the Parties and which are necessary or convenient to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 3.4 (Limitation on Powers) of this Agreement. As provided in the Act, the Authority shall be a public agency separate and apart from the Parties.

3.2 **Specific Powers.** The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following:

3.2.1 make and enter into contracts;

3.2.2 employ agents and employees, including but not limited to an Executive Director;

3.2.3 acquire, contract, manage, maintain, and operate any buildings, works or improvements;

3.2.4 acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property;

3.2.5 lease any property;

3.2.6 sue and be sued in its own name;

3.2.7 incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers authorized by law pursuant to Government Code Section 53850 et seq. and authority under the Act;

3.2.8 issue revenue bonds and other forms of indebtedness;

3.2.9 apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state or local public agency;

3.2.10 form independent corporations or entities, if necessary to carry out energy supply and energy conservation programs at the lowest possible cost or to take advantage of legislative or regulatory changes;

3.2.11 submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;

3.2.12 adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority ("Operating Policies and Procedures"); and

3.2.13 make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services.

3.3 **Additional Powers to be Exercised.** In addition to those powers common to each of the Parties, the Authority shall have those powers that may be conferred upon it as a matter of law and by subsequently enacted legislation.

3.4 **Limitation on Powers.** As required by Section 6509 of the Act, the powers of the Authority are subject to the restrictions upon the manner of exercising power possessed by the County of Butte. In addition, the Authority shall not have the power to sponsor or become a party to any defined-benefit retirement plan for its employees. Any retirement benefits for Authority employees must be approved by unanimous consent of the Board.

3.5 **Obligations of the Authority.** The debts, liabilities, and obligations of the Authority shall not be the debts, liabilities, and obligations of the Parties unless the governing body of a Party agrees in writing to assume any of the debts, liabilities, and obligations of the Authority. In addition, pursuant to the Act, no Director shall be personally liable on the bonds or subject to any personal liability or accountability by reason of the issuance of bonds.

3.6 **Compliance with the Political Reform Act and Government Code Section 1090.** The Authority and its officers and employees shall comply with the Political Reform Act (Government Code Section 81000 et seq.) and Government Code Section 1090 et seq. The Board shall adopt a Conflict of Interest Code pursuant to Government Code Section 87300. The Board may adopt additional conflict of interest regulations in the Operating Policies and Procedures.

4. GOVERNANCE

4.1 **Board of Directors.** The governing body of the Authority shall be a Board of Directors ("Board") consisting of two directors for each Party appointed in accordance with Section 4.2 (Appointment and Removal of Directors) of this Agreement. The Board, in consultation with the Executive Director, may determine at any time to consider options to reduce the size of the Board if it determines that the efficient functioning and operation of the Board would be improved by having a smaller number of Directors. Any such change to the size of the Board would require amendment of this Joint Powers Agreement in accordance with Section 4.11 (Special Voting).

4.2 **Appointment and Removal of Directors.** The Directors shall be appointed and may be removed as follows:

4.2.1 The governing body of each Party shall appoint and designate in writing two regular Directors who shall be authorized to act for and on behalf of the Party on matters within the powers of the Authority. The governing body of each Party shall appoint and designate in writing up to two alternate Directors who may vote on matters when the regular Directors are absent from a Board meeting. The persons appointed and designated as the regular Directors shall be an elected members of the governing body of the Party. The persons appointed and designated as the alternate Directors shall be elected members of the governing body of the Party. All Directors and alternates shall be subject to the Board's adopted Conflict of Interest Code.

4.2.2 The Operating Policies and Procedures, to be developed and approved by the Board in accordance with Section 3.2.12 (Specific Powers), shall specify the reasons for and process associated with the removal of an individual Director for cause. Notwithstanding the foregoing, no Party shall be deprived of its right to seat a Director on the Board and any such Party for which its Director and/or alternate Directors have been removed may appoint a replacement.

4.3 **Terms of Office.** Each regular and alternate Director shall serve at the pleasure of the governing body of the Party that the Director represents, and may be removed as Director by such governing body at any time. If at any time a vacancy occurs on the Board, the affected Party shall appoint to fill the position of the previous Director within 90 days of the date that such position becomes vacant.

4.4 **Purpose of Board.** The general purpose of the Board is to:

4.4.1 Provide structure for administrative and fiscal oversight;

4.4.2 Retain an Executive Director to oversee day-to-day operations;

4.4.3 Retain legal counsel;

4.4.4 Identify and pursue funding sources;

4.4.5 Set policy;

4.4.6 Maximize the utilization of available resources; and

4.4.7 Oversee all Committee activities.

4.5 **Specific Responsibilities of the Board.** The specific responsibilities of the Board shall be as follows:

4.5.1 Identify Authority needs and requirements;

4.5.2 Formulate and adopt the budget prior to the commencement of the fiscal year;

4.5.3 Develop and implement a financing and/or funding plan for ongoing Authority operations;

4.5.4 Retain necessary and sufficient staff and adopt personnel and compensation policies, rules and regulations subject to the limitations of Section 3.4; Adopt rules for procuring supplies, equipment, and services;

4.5.5 Adopt rules for the disposal of surplus property;

4.5.6 Establish standing and ad hoc committees as necessary to ensure that the interests and concerns of each Party are represented and to ensure operational, technical, and financial issues are thoroughly researched and analyzed;

4.5.7 The setting of retail rates for power sold by the Authority and the setting of charges for any other category of retail service provided by the Authority;

4.5.8 Termination of the CCA Program;

4.5.9 Address any concerns of consumers and customers;

4.5.10 Conduct and oversee Authority audits at intervals not to exceed three years;

4.5.11 Arrange for an annual independent fiscal audit;

4.5.12 Adopt such bylaws, rules and regulations as are necessary or desirable for the purposes hereof; provided that nothing in the bylaws, rules and regulations shall be inconsistent with this Agreement;

4.5.13 Exercise the Specific Powers identified in Sections 3.2 and 4.6 except as the Board may elect to delegate to the Executive Director; and

4.5.14 Discharge other duties as appropriate or required by statute.

4.6 **Startup Responsibilities.** The Authority shall have the duty to do the following within one year of the Effective Date of the Agreement:

4.6.1 To adopt an implementation plan prepared by EES Consulting, pursuant to Public Utilities Code Section 366.2(c)(3), for electrical load aggregation;

4.6.2 To prepare a statement of intent, pursuant to Public Utilities Code Section 366.2(c)(4), for electrical load aggregation;

4.6.3 To encourage other qualified public agencies to participate in the Authority;

4.6.4 To obtain financing and/or funding as is necessary or desirable;

4.6.5 To evaluate the need for, acquire, and maintain adequate levels of insurance coverage protection for potential liabilities.

4.7 **Meetings and Special Meetings of the Board.** The Board shall hold at least one regular meeting per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special meetings of the Board may be called in accordance with the provisions of Government Code Section 54956. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law.

4.8 **Brown Act Applicable.** All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (Government Code Section 54950, et seq.).

4.9 **Quorum; Approvals.** A majority of the Directors shall constitute a quorum, except that less than a quorum may adjourn from time to time in accordance with law. The affirmative votes of a majority of the Directors who are present at the subject meeting shall be required to take any action by the Board.

4.10 Board Voting.

4.10.1 **Percentage Vote.** Each Director shall have one vote. Action of the Board on all matters shall require an affirmative vote of a majority of all Directors who are present at the subject meeting, provided, however, that notwithstanding anything herein to the contrary, so long as Authority consists of three or less members, all actions of the Board shall require the affirmative vote of at least one director appointed by each Party. In some cases expressed in this Agreement, a supermajority vote is expressly

required. When a supermajority vote is required under Section 4.11 (Special Voting), action of the Board shall require an affirmative vote of the specified supermajority of all Directors who are present at the subject meeting. All votes taken pursuant to this Section 4.10.1 shall be referred to as a percentage vote. Notwithstanding the foregoing, in the event of a tie in a percentage vote, the Board can break the tie and act upon an affirmative voting shares vote as described in section 4.10.2 (Voting Shares Vote).

4.10.2 **Voting Shares Vote.** In addition to and immediately after an affirmative percentage vote, two or more Directors, each appointed by a different Party, may request that a vote of the voting shares shall be held. In such event, the corresponding voting shares, as described in section 4.10.3, of all Directors voting in order to take an action shall exceed 50%, or such other higher voting shares percentage expressly required by this Agreement or the Operating Policies and Procedures of all Directors who are present at the subject meeting. All votes taken pursuant to this Section 4.10.2 shall be referred to as a voting shares vote. In the event that any one Director has a voting share that equals or exceeds that which is necessary to disapprove the matter being voted on by the Board, at least one other Director shall be required to vote in the negative in order to disapprove such matter. When a voting shares vote is held, action by the Board requires both an affirmative percentage vote and an affirmative voting shares vote.

4.10.3 **Voting Shares Formula.** When a voting shares vote is requested by two or more Directors appointed by different Parties, voting shares of the Directors shall be determined by the following formula:

(Annual Energy Use/Total Annual Energy) multiplied by 100, where (a) "Annual Energy Use" means (i) with respect to the first two years following the Effective Date, the annual electricity usage, expressed in kilowatt hours ("kWh"), within the Party's respective jurisdiction and (ii) with respect to the period after the second anniversary of the Effective Date, the annual electricity usage, expressed in kWh, of accounts within a Party's respective jurisdiction that are served by the Authority and (b) "Total Annual Energy" means the sum of all Parties' Annual Energy Use.

4.11 Special Voting.

4.11.1 Except as provided below, matters that require Special Voting as described in this Section shall require 72 hours prior notice to any Brown Act meeting or special meeting. Two-thirds vote (or such greater vote as required by state law) of the appointed Directors shall be required to take any action on the following:

(a) Change the designation of Treasurer or Auditor of the Authority;

(b) Issue bonds or other forms of debt;

(c) Exercise the power of eminent domain, subject to prior approval by the passage of an authorizing ordinance or other legally sufficient action by the affected Party; and

(d) Amend this Agreement or adopt or amend the bylaws of the Authority. At least 30 days advance notice shall be provided for such actions. The Authority shall also provide prompt written notice to all Parties of the action taken and enclose the adopted or modified documents.

5. INTERNAL ORGANIZATION

5.1 **Chair and Vice Chair.** For each fiscal year, the Board shall elect a Chair and Vice Chair from among the Directors. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The Chair shall be the presiding officer of all Board meetings, and the Vice Chair shall serve in the absence of the Chair. The Chair shall sign all contracts on behalf of the Authority, and shall perform such other duties as may be imposed by the Board. In the absence of the Chair, the Vice-Chair shall sign contracts and perform all of the Chair's duties. The office of the Chair or Vice Chair shall be declared vacant and a new selection shall be made if: (a) the person serving dies, resigns, or the Party that the person represents removes the person as its representative on the Board, or (b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement. Upon a vacancy, the position shall be filled at the next regular meeting of the Board held after such vacancy occurs or as soon as practicable thereafter. Succeeding officers shall perform the duties normal to said offices.

5.2 **Secretary.** The Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all other office records of the Authority.

5.3 **Treasurer.** The Board shall appoint a qualified person to act as the Treasurer, who need not be a member of the Board. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6506 of the Act. The Treasurer shall act as the depositary of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The Board may require the Treasurer to file with the Authority an official bond in an amount to be fixed by the Board, and if so requested the Authority shall pay the cost of premiums associated with the bond. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time.

5.4 **Auditor.** The Board shall appoint a qualified person to act as the Auditor, who shall not be a member of the Board. The Board may require the Auditor to file with the Authority an official bond in an amount to be fixed by the Board, and if so requested the Authority shall pay the cost of premiums associated with the bond.

5.5 **Executive Director.** The Board shall appoint or contract with an Executive Director for the Authority, who shall be responsible for the day-to-day operation and management of the Authority and the CCA Program. The Executive Director may exercise all powers of the Authority, except those powers specifically reserved to the Board including but not limited to those set forth in Section 4.5 (Specific Responsibilities of the Board) of this Agreement or the Operating Policies and Procedures, or those powers which by law must be exercised by the Board. The Executive Director may enter into and execute any Energy Contract, in accordance with criteria and policies established by the Board. The Board, at its option, may choose to contract with a separate entity for the services of an Executive Director.

5.6 **Bonding of Persons Having Access to Property.** Pursuant to the Act, the Board shall designate the public officer or officers or person or persons who have charge of, handle, or have access to any property of the Authority exceeding a value as established by the Board, and shall require such public officer or officers or person or persons to file an official bond in an amount to be fixed by the Board.

5.7 **Other Employees/Agents.** The Board shall have the power by resolution to hire employees or appoint or retain such other agents, including officers, loan-out employees, or independent contractors, as may be necessary or desirable to carry-out the purpose of this Agreement.

5.8 **Privileges and Immunities from Liability.** All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of the Authority to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents or employees under this Agreement. None of the officers, agents or employees directly employed by the Board shall be deemed, by reason of their employment by the Authority to be employed by the Parties or by reason of their employment by the Authority, to be subject to any of the requirements of the Parties.

5.9 **Commissions, Boards and Committees.** The Board may establish any advisory commissions, boards and committees as the Board deems appropriate to assist the Board in carrying outs its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement. The Board may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees and shall determine whether members shall be compensated or entitled to reimbursement for expenses.

5.9.1 The Board may also establish the following Advisory Committees:

(a) **Executive Committee.** The Board may establish an executive committee consisting of a smaller number of Directors. The Board may delegate to the Executive Committee's such authority as the Board might otherwise exercise, except that the Board may not delegate authority regarding certain essential functions, including but not limited to, approving the fiscal year budget or hiring or firing the Executive Director, and other functions as provided in the Operating Policies and Procedures. The Board may not delegate to the Executive Committee or any other committee its authority under Section 3.2.12 to adopt and amend the Operating Policies and Procedures.

(b) **Finance Committee.** The Board may establish a finance committee consisting of a smaller number of Directors. The primary purpose of the Finance Committee is to review and recommend to the Board:

(1) A funding plan;

(2) A fiscal year budget;

(3) Financial policies and procedures to ensure equitable contributions by Parties;

(4) Such other responsibilities as provided in the Operating Policies and Procedures, including but not limited to policies, rules and regulations governing investment of surplus funds, and selection and designation of financial institutions for deposit of Authority funds.

(c) **Community Advisory Committee.** The Board may establish a community advisory committee comprised of members of the public representing key stakeholder communities. The primary purpose of the Community Advisory Committee shall be to provide a venue for ongoing citizen support and engagement in the operations of the Authority.

(d) **Meetings of the Advisory Committees.** All meetings of the Advisory Committees shall be held in accordance with the Ralph M. Brown Act. For the purposes of convening meetings and conducting business, unless otherwise provided in the bylaws, a majority of the members of the Advisory Committee shall constitute a quorum for the transaction of business, except that less than a quorum or the secretary of each Advisory Committee may adjourn meetings from time-to-time. As soon as practicable, but no later than the time of posting, the Secretary of the Advisory Committee shall provide notice and the agenda to each Party, Director and Alternate Directors.

(e) **Officers of Advisory Committees.** Unless otherwise determined by the Board, each Advisory Committee shall choose its officers, comprised of a Chairperson, a Vice-Chairperson and a Secretary.

6. IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

6.1 Preliminary Implementation of the CCA Program.

6.1.1 **Enabling Ordinance.** In addition to the execution of this Agreement, each Party shall adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.

6.1.2 **Implementation Plan.** The Authority shall cause to be prepared and secure Board approval of an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable.

6.1.3 **Termination of CCA Program.** Nothing contained in this Section 6 or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

6.2 **Authority Documents.** The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution or minute action, including but not necessarily limited to the Operating Policies and Procedures, the annual budget, and specified plans and policies defined as the Authority Documents by this Agreement. The Parties agree to abide by and comply with the terms and conditions of all such Authority Documents that may be adopted by the Board, subject to the Parties' right to withdraw from the Authority as described in Section 8 (Withdrawal and Termination) of this Agreement.

7. FINANCIAL PROVISIONS

7.1 **Fiscal Year.** The Authority's fiscal year shall be 12 months commencing July 1 and ending June 30. The fiscal year may be changed by Board resolution.

7.2 Depository.

7.2.1 All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.

7.2.2 All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection and duplication by the Parties at all reasonable times. The Board shall contract with a certified public accountant or public

accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6506 of the Act.

7.2.3 All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Policies and Procedures. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

7.3 Budget and Recovery Costs.

7.3.1 **Budget.** The initial budget shall be approved by the Board. The Board may revise the budget from time to time as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of the Authority shall be prepared and approved by the Board in accordance with the Operating Policies and Procedures.

7.3.2 **Funding of Initial Costs.** The County of Butte has funded certain activities necessary to implement the CCA Program. Further, it is anticipated that additional costs will be incurred by other Parties. If the CCA Program becomes operational, these initial costs paid by the Parties shall be included in the customer charges for electric services as provided by Section 7.3.3 (to the extent recovery of such costs is permitted by law), and the Parties shall be reimbursed from the payment of such charges by customers of Authority. Prior to such reimbursement, the Parties shall provide such documentation of costs paid as the Board may request. Authority may establish a reasonable time period over which such costs are to be recovered. In the event that the CCA program does not become operational, the Parties shall not be entitled to any reimbursement of the initial costs that have been paid.

7.3.3 **Program Costs.** The Parties desire that, to the extent reasonably practicable, all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric services under the CCA Program, including the establishment and maintenance of various reserve and performance funds, shall be recovered through charges to CCA customers receiving such electric services.

7.4 **Contributions.** Parties are not required under this Agreement to make any financial contributions. Consumers may subscribe as customers of the Authority pursuant to the Act and outside of this Agreement and through their on-bill selections.

7.4.1 A Party may, in the appropriate circumstance, and when agreed-to:

(a) Make contributions from its treasury for the purposes set forth in this Agreement;

(b) Make payments of public funds to defray the cost of the purposes of the Agreement and Authority;

(c) Make advances of public funds for such purposes, such advances to be repaid as provided by written agreement; or

(d) Use its personnel, equipment or property in lieu of other contributions or advances.

(e) **No** Party shall be required to adopt any tax, assessment, fee or charge under any circumstances.

7.5 **Accounts and Reports.** The Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement entered into with respect to the proceeds of any bonds issued by the Authority. The books and records of the Authority in the hands of the Treasurer shall be open to inspection and duplication at all reasonable times by duly appointed representatives of the Parties. The Treasurer, within 180 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Parties.

7.6 **Funds.** The Treasurer shall receive, have custody of and/or disburse Authority funds in accordance with the laws applicable to public agencies and generally accepted accounting practices, and shall make the disbursements required by this Agreement in order to carry out any of the purposes of this Agreement.

8. WITHDRAWAL AND TERMINATION

8.1 Withdrawal

8.1.1 **Withdrawal by Parties.** Any Party may withdraw its membership in the Authority, effective as of the beginning of the Authority's fiscal year, by giving no less than 180 days advance written notice of its election to do so, which notice shall be given to the Authority and each Party. Withdrawal of a Party shall require an affirmative vote of the Party's governing board.

8.1.2 **Amendment.** Notwithstanding Section 8.1.1 (Withdrawal by Parties) of this Agreement, a Party may withdraw its membership in the Authority upon approval and execution of an amendment to this Agreement provided that the requirements of this Section 8.1.2 are strictly followed. A Party shall be deemed to have withdrawn its membership in the Authority effective 180 days after the Board approves an amendment to this Agreement if the Director representing such Party has provided notice to the other Directors immediately preceding the Board's vote of the Party's intention to withdraw its membership in the Authority should the amendment be approved by the Board.

8.1.3 **The Right to Withdraw Prior to Program Launch**. After receiving bids from power suppliers, Authority shall provide to the Parties the report from the electrical utility consultant retained by Authority that compares the total

estimated electrical rates that Authority will be charging to customers as well as the estimated greenhouse gas emissions rate and the amount of estimated renewable energy used with that of the incumbent utility. If the report provides that Authority is unable to provide total electrical rates, as part of its baseline offering, to the customers that are equal to or lower than PG&E or to provide power in a manner that has a lower greenhouse gas emission rate or uses less renewable energy than the incumbent utility, a Party may immediately withdraw its membership in Authority without any financial obligation, as long as the Party provides written notice of its intent to withdraw to Authority Board no more than fifteen (15) days after receiving the report. Any withdrawing participant shall not be entitled to any return of funds provided to Authority, provided, however, that if, after program is launched there are unobligated and unused funds, the withdrawing participant shall be refunded its pro rata share of the unobligated and unused funds.

8.1.4 **Continuing Liability; Further Assurances.** A Party that withdraws its membership in the Authority may be subject to certain continuing liabilities, as described in Section 8.4 (Continuing Liability; Refund) of this Agreement, including, but not limited to, Power Purchase Agreements. The withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from membership in the Authority. The Operating Policies and Procedures shall prescribe the rights if any of a withdrawn Party to continue to participate in those Board discussions and decisions affecting customers of the CCA Program that reside or do business within the jurisdiction of the Party.

8.2 **Involuntary Termination.** This Agreement may be terminated with respect to a Party for material non-compliance with provisions of this Agreement or the Authority Documents upon an affirmative vote of the Board in which the minimum percentage vote and percentage voting shares, as described in Section 4.10 (Board Voting) of this Agreement, shall be no less than 67% (excluding the vote and voting shares of the Party subject to possible termination). Prior to any vote to terminate this Agreement with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or the Authority Documents that the Party has allegedly violated.

The Party subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party that has had its membership in the Authority terminated may be subject to certain continuing liabilities, as described in Section 8.4 (Continuing Liability; Refund) of this Agreement. In the event that the Authority decides to not implement the CCA Program, the minimum percentage vote of 67% shall be conducted in accordance with Section 4.10 (Board Voting) of this Agreement.

8.3 **Mutual Termination.** This Agreement may be terminated by mutual agreement of

all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its membership in the Authority, and thus terminate this Agreement with respect to such withdrawing Party, as described in Section 8.1 (Withdrawal) of this Agreement.

8.4 **Continuing Liability; Refund.** Upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, or liabilities arising from the Party's membership in the Authority through the date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any claims, demands, damages, or liabilities arising after the date of the Party's withdrawal or involuntary termination. In addition, such Party also shall be responsible for any costs or obligations associated with the Party's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Party. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority, to cover the Party's liability for the costs described above. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any liabilities or obligations shall be returned to the Party.

8.5 **Disposition of Authority Assets.** Upon termination of this Agreement and dissolution of the Authority by all Parties, and after payment of all obligations of the Authority, the Board:

8.5.1 May sell or liquidate Authority property; and

8.5.2 Shall distribute assets to Parties in proportion to the contributions made by the existing Parties.

Any assets provided by a Party to the Authority shall remain the asset of that Party and shall not be subject to distribution under this section.

9. MISCELLANEOUS PROVISIONS

9.1 **Dispute Resolution.** The Parties and the Authority shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Before exercising any remedy provided by law, a Party or the Parties and the Authority may engage in nonbinding mediation in the manner agreed upon by the Party or Parties and the Authority. In the event that nonbinding mediation is not initiated or does not result in the settlement of a dispute within 60 days after the demand for mediation is made, any Party and the Authority may pursue any remedies provided by law.

9.2 **Liability of Directors, Officers, and Employees.** The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Section 995 et seq. Nothing

in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees.

9.3 **Indemnification of Parties.** The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority, the Parties and the public. The Authority shall defend, indemnify and hold harmless the Parties and each of their respective governing board members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts and omissions of the Authority under this Agreement.

9.4 **Notices.** Any notice required or permitted to be made hereunder shall be in writing and shall be delivered in the manner prescribed herein at the principal place of business of each Party. The Parties may give notice by (1) personal delivery; (2) e-mail; (3) U.S. Mail, first class postage prepaid, or a faster delivery method; or (4) by any other reasonable method deemed appropriate by the Board.

Upon providing written notice to all Parties, any Party may change the designated address or e-mail for receiving notice.

All written notices or correspondence sent in the described manner will be deemed given to a party on whichever date occurs earliest: (1) the date of personal delivery; (2) the third business day following deposit in the U.S. mail, when sent by "first class" mail; or (3) the date of transmission, when sent by e-mail or facsimile.

9.5 **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors of each Party.

9.6 **Assignment.** Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 9.6 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. This Section 9.6 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of the proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.

9.7 **Severability.** If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement were adjudged invalid or void by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall remain in full force and effect to the maximum extent permitted by law.

9.8 **Governing Law.** This Agreement is made and to be performed in the State of California, and as such California substantive and procedural law shall apply.

9.9 **Headings.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

9.10 **Counterparts.** This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

9.11 **No Third Party Beneficiaries.** This Agreement and the obligations hereunder are not intended to benefit any party other than the Authority and its Parties, except as expressly provided otherwise herein. No entity that is not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

9.12 **Filing of Notice of Agreement.** Within 30 days after the Effective Date, or amendment thereto, the Secretary shall cause to be filed with the Secretary of State the notice of Agreement required by the Act.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed and attested by its proper officers thereunto duly authorized, its official seals to be hereto affixed, as follows:

COUNTY OF BUTTE

By: _____ Dated:_____
Steve Lambert
Chairperson of the Board of Supervisors

APPROVED AS TO FORM:

By: _____
BRUCE S. ALPERT
Butte County Counsel

ATTEST:

By:_____
Clerk of the Board of Supervisors

CITY OF CHICO

By: _____ Dated:_____
Randall Stone, Mayor

CITY OF OROVILLE

By: _____ Date: _____
Chuck Reynolds, Mayor

APPROVED AS TO FORM:

By: _____
Scott Huber, City Attorney

ATTEST:

By:_____
Jackie Glover, Assistant City Clerk

Exhibit A - Members

The following entities are Parties of the Butte Choice Energy Authority:

1. County of Butte
2. City of Chico
3. City of Oroville

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**
PAT PIATT, COMMUNITY DEVELOPMENT DIRECTOR

RE: **RESOLUTION REQUESTING MEMBERSHIP IN PIONEER COMMUNITY ENERGY AND APPROVING AMENDED AND RESTATED JOINT POWERS AGREEMENT AS AMENDED THROUGH AMENDMENT NO. 5**

DATE: **FEBRUARY 18, 2025**

SUMMARY

Staff continue to work with Pioneer Community Energy (PCE), a Community Choice Aggregator, to transition power supply responsibilities from Pacific Gas and Electric (PG&E) to PCE. The anticipated transition date is targeted for October of 2027. In order to continue to move forward with PCE, the Council must request membership in the PCE Joint Powers Authority.

DISCUSSION

Community Choice Aggregator (CCA) programs allow local governments to procure electricity generation on behalf of residents and businesses at wholesale market rates while still utilizing the existing transmission and distribution infrastructure of utilities like PG&E. Butte County, along with the cities of Chico and Oroville, previously attempted to establish a local CCA, Butte Choice Energy (BCE), but market conditions prevented its launch.

Pioneer is a Joint Powers Authority (JPA) serving El Dorado, Placer Counties, and several cities in our region. Like BCE, Pioneer is committed to local investments in renewable energy, economic development, and energy efficiency programs. Pioneer prioritizes ratepayer savings and local control, working to provide competitive electricity rates with a discount over PG&E.

On October 1, 2024, the Council directed staff to move forward with Pioneer. On December 19, 2024, the Pioneer Governing Board approved this expansion effort and an amendment to their JPA. Butte County, Chico and Paradise staff are introducing similar actions to their legislative bodies.

In order to continue moving forward with PCE, the Council must request membership in the PCE Joint Powers Authority and approve the amended restated joint powers agreement.

FISCAL IMPACT

None.

RECOMMENDATION

Approve resolution requesting membership in Pioneer Community Energy and approving the amended and restated joint powers agreement as amended through amendment no. 5.

CITY OF OROVILLE

RESOLUTION NO. 9349

RESOLUTION REQUESTING MEMBERSHIP IN PIONEER COMMUNITY ENERGY AND APPROVING THE AMENDED AND RESTATED JOINT POWERS AGREEMENT AS AMENDED THROUGH AMENDMENT NO. 5

signed into law Assembly Bill 117 (Statute 2002, Chapter 838; see California Public Utilities Code section 366.2; hereinafter referred to as the “Act”), which authorizes any California city or county, whose governing

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T
on September 9, 2015, the County of Placer and the City of Colfax entered into the original Joint Exercise of Powers Agreement for the purpose of establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Exercise of Powers Act, Government Code section 6500, et seq.; and

a Public Utilities Commission certified the “Implementation Plan” of Pioneer, confirming Pioneer’s

W

WHEREAS, Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy (“Pioneer”), as it is known today; and

WHEREAS, subsequent amendments to the Amended and Restated JPA have authorized the County of El Dorado and the Cities of Grass Valley, Nevada City, and Placerville to become Voting Members; and

Council finds that adoption of this resolution is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, as it is not a “project” since it has no

NOW, THEREFORE, BE IT RESOLVED that the Council hereby resolves as follows:

Section 1. The recitals above are true and correct and are incorporated into this resolution by this reference.

Section 2. The Council hereby expresses its desire to become a member of the Pioneer Community Energy Joint Powers Authority.

Section 3. The Council requests that the Board of Directors of Pioneer Community Energy approve the City as a member of the Pioneer Community Energy Joint Powers Authority.

Section 4. The Council approves the Amended and Restated Joint Exercise of Powers Agreement, as amended through Amendment No. 5 (attached hereto as Exhibit A and incorporated as if fully set forth herein) and authorizes the Chairperson of the Board of Supervisors to execute same.

Section 5. The Council authorizes the City Administrator, or designee, to execute other documents necessary or desirable to facilitate membership in Pioneer Community Energy, subject to review and approval by the Council.

Section 6. This resolution shall take effect when an Ordinance Authorizing the Implementation of the Pioneer Community Choice Aggregation Program becomes effective.

ADOPTED this 18th day of February, 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____ _____

David Pittman, Mayor Kayla Reaster, Assistant City Clerk

_____

Scott Huber, City Attorney

ATTACHMENT 2
EXHIBIT A TO RESOLUTION

13645

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE SIERRA VALLEY ENERGY AUTHORITY

THIS Amended and Restated Joint Exercise of Powers Agreement (hereafter "Agreement") amends and restates the Joint Exercise of Powers Agreement for the SIERRA VALLEY ENERGY AUTHORITY, (hereafter "Authority") originally entered as of September 9, 2015, (the "Original Agreement") which was by and between the COUNTY OF PLACER, and the CITY OF COLFAX, both public entities of the State of California. By this amendment and restatement it becomes a Joint Exercise of Powers Agreement by and between the COUNTY OF PLACER, the CITY OF COLFAX and the cities of Rocklin, Lincoln and Auburn and the town of Loomis within the County of Placer who become signatories to this Agreement (the "New Voting Members", and together with the County of Placer and the City of Colfax, the "Voting Members"), as well as those local agencies that become signatories to this Agreement as Associate Members, and relates to the joint exercise of powers among all of the signatories hereto either as Voting Members or Associate Members (hereafter collectively referred to as the "Members").

RECITALS:

A. Whereas, each of the Members has a vested interest in the economic well-being of its respective jurisdiction and the region as a whole as well as energy efficiency and clean energy growth and development;

B. Whereas, the Members desire to enter into this Agreement to provide for local control of energy resources, the adoption of programs to foster economic development, energy efficiency, and resource conservation, and to further define and describe the scope of powers to be exercised by the Authority;

C. Whereas, the Members share various powers under California law, including but not limited to the power to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, and the power to enter into voluntary contractual assessments with property owners to provide financing for the installation of public and private improvements authorized within their jurisdictions;

D. Whereas, the purposes for entering into this restated Agreement include, but are not limited to:

1) Providing electric power and other forms of energy to customers at a competitive cost;
2) Promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources and the overall power supply portfolio.
3) Carrying out programs to reduce energy consumption;
4) Stimulating and sustaining the local economy by developing local jobs in renewable energy; and
5) Reducing greenhouse gas emissions related to the use of electric power and other forms of energy in Placer County and neighboring regions;

E. Whereas, it is the intent of this Agreement to promote the development and use of a wide range of energy sources and energy efficiency programs, including but not limited to hydroelectric, biomass, landfill gas, conversion of waste-to-energy, solar, and wind energy production;

F. Whereas, Pacific Gas and Electric and Liberty Energy are the investor owned providers of retail electric service throughout the Voting Member jurisdictions and a Community Choice Aggregator is authorized to aggregate electrical load served by such investor owned providers within its members' jurisdiction. Each of the Voting Members must adopt an ordinance electing to implement through the Authority a common Community Choice Aggregation pursuant to California Public Utilities Code Sections 331.1(b) and 366.2(12)(A).

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the Members hereto agree to establish a joint powers authority as follows:

Section 1. Authority for this Joint Exercise of Powers Agreement

This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of power common to the counties and public agencies and other powers specified therein (hereinafter the "Act"). Under Sections 6505 and 6507 of the Act, the Authority is a public agency separate from its Members. As provided by Section 6508.1 of the Act, and Section 12 hereof the debts, liabilities or obligations of the Authority shall not be the debts, liabilities or obligations of the individual Members, unless the governing body of a Member agrees in writing to assume any of those debts, liabilities or obligations.

The Members are each empowered by the laws of the State of California to exercise, in their respective jurisdictions, the powers set forth herein, including but not limited to the power to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, and the power to enter into voluntary contractual assessments with properties owners for authorized improvements within their jurisdictions.

Section 2. Purpose of Agreement

The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to the Members and other powers granted to the Authority under the Act, to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related programs, to exercise all other powers necessary and incidental to accomplishing these purposes, and to provide a Community Choice Aggregation (hereinafter "CCA") Program, pursuant to California Public Utilities Code Sections 331.1 and 366.2, and as further described in Section 10.

Without limiting the generality of the foregoing, the Members also intend for this Agreement to be used as a mechanism by which Voting Members and non-voting Associate Members may

authorize the Authority to provide Property Assessed Clean Energy ("PACE") Programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, Division 7 of the California Streets and Highways Code ("Chapter 29"). The Authority may provide PACE Programs pursuant to Chapter 29 within the boundaries of each Voting Member as set forth in Section 10(C) herein, and within the boundaries of each non-voting Associate Member as set forth in Sections 16 herein. The Members intend that other agreements with Associate Members shall define the terms and conditions associated with the implementation of the CCA Program, the PACE Program, and any other energy programs approved by the Authority within the territorial jurisdiction of such Associate Members. As of the Effective Date of this Agreement, the Associate Members include the County of Nevada, County of Sacramento, City of Grass Valley, City of Folsom, City of Nevada City and Town of Truckee.

Section 3. Effective Date and Term

This Agreement shall be effective as an amendment and restatement of the Original Agreement, and the Authority shall continue to exist as a separate public agency under the terms of this Agreement upon execution by the County of Placer and the City of Colfax. This Agreement shall be in full force and effect until terminated in the manner herein provided, subject to the rights of the Members to withdraw from the Authority.

Section 4. Powers

The Authority shall have all powers common to the Members, and such additional powers accorded to it by law, including the power to develop and implement comprehensive energy and resource development and conservation programs, as described herein. Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act (CEQA). As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the County of Placer.

The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers, subject to the voting requirements set forth in Section 5C and Section 8:

A. to make and enter into contracts;

B. to employ agents and employees, including but not limited to an Executive Director;

C. to acquire, contract, manage, maintain, and operate any buildings, infrastructure, works, or improvements;

D. to acquire property by eminent domain, or otherwise, except as limited under

Section 6508 of the Act, and to hold or dispose of any property;

E. to lease any property;

F. to sue and be sued in its own name;

G. to incur debts, liabilities, obligations and to issue bonds, and to make and enter into agreements and other documents of any nature whatsoever as may be necessary or convenient in the exercise of the powers provided under the Marks-Roos Local Bond Pooling Act of 1985, as amended, and other provisions of California law that authorize public agencies to issue bonds and incur indebtedness, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et. seq.;

H. to form subsidiary or independent corporations or entities, if necessary to carry out energy supply and energy conservation programs and to take advantage of legislative or regulatory changes;

I. to deposit its money pursuant to Section 6505.5 of the Act and to invest its money which is not required for the immediate use of the Authority, as the Authority determines is advisable in the same manner and upon the same conditions as local agencies, pursuant to Section 53635 of the California Government Code;

J. to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;

K. to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;

L. to adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority ("Operating Rules and Regulations");

M. to establish and operate a CCA program, and make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program, including the acquisition of electric power supply and the provision of retail and regulatory support services;

N. to establish and operate one or more PACE programs pursuant to Chapter 29, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of the Authority;

O. to establish a non-voting "Associate Member" status that provides membership in the Authority to jurisdictions that are outside jurisdictional boundaries of the Authority's Voting Members, but within whose boundaries a PACE, CCA, or

other energy program is established and implemented by the Authority on behalf of the Associate Member. Said jurisdictions shall adopt one or more agreements (a "PACE Agreement", "CCA Agreement", or other energy program agreement, as applicable) on terms and conditions established by the Authority. The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement, CCA Agreement or other energy program agreement for the purposes of implementing the PACE Program, CCA Program or other energy program, respectively, within the jurisdictional boundaries of the Associate Member. Except as expressly provided for by the PACE Agreement, CCA Agreement or other energy program agreement, Associate Members shall not have any rights otherwise granted to Authority Members by this Agreement, including but not limited to the right to vote, the right to amend this Agreement and the right to sit on committees or boards established under this Agreement;

P. to execute agreements for the purpose of authorizing the Authority to implement, manage and administer area-wide and regional programs in the interest of providing energy supply, development of energy generation, energy efficiency, resource conservation, local public welfare and other economically related energy programs. The costs incurred by the Authority in implementing a program, including indirect costs, shall be costs of the Authority and shall not be assessed to the Members, unless approved by the Governing Body of the Member.

Section 5. Governance and Internal Organization

A. Governing Board. The governing body of the Authority shall consist of up to seven (7) person Board, consisting of two (2) members of the Placer County Board of Supervisors, and one (1) member each appointed by the Cities of Colfax, Rocklin, Lincoln, Auburn and the Town of Loomis within Placer County that becomes a signatory to this Agreement ("Board Member").

The Board of Supervisors from Placer County, and the City/Town Councils from the Cities/Town set out above shall respectively appoint such member(s) and not less than one alternate member. The term of office of each Board Member and respective alternate may be terminated at any time by the appointing Board of Supervisors or City/Town Council. The designated alternate shall have authority to attend, participate, and vote at any meeting of the Board whenever the regular member, for whom they are designed to act as an alternate, is absent from the meeting.

B. Quorum. The majority of the members of the Board shall constitute a quorum. No action may be taken by the Board unless a quorum is present, except that less than a quorum may adjourn a meeting from time to time.

C. Powers and Function of Board. The Board will exercise governance, policy guidance and oversight over the business and activities of the Authority, consistent with this Agreement and applicable law. Action by the Authority Board will be taken by majority vote of the Board Members present. However, as

described in Section 8, upon request of a Board Member, a weighted vote by shares will be conducted.

D. Chairperson. The Chairperson and Vice Chairperson of the Board shall be selected by the Board from its members. The term of office of the Chairperson and Vice Chairperson shall each be one calendar year.

E. Secretary. The Board shall appoint a Secretary to the Board who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority.

F. Meetings. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act, Division 2, Chapter 9 of the California Government Code (hereafter, the "Brown Act"). The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law.

G. Bylaws. The Board shall adopt bylaws for the conduct of business that shall not be inconsistent with the provisions of this Agreement, and the laws of the State of California.

H. Board Member Compensation. Board Members shall serve without compensation from the Authority. However, Board Members may be compensated by their respective appointing authorities. The Board, however, may adopt by resolution a policy relating to the reimbursement by the Authority of expenses incurred by Board Members.

Section 6. Executive Director and Other Staff

A. Executive Director. The Board shall appoint an Executive Director for the Authority, who shall be responsible for the day-to-day operation and management of the Authority. The Executive Director may exercise all powers of the Authority, except the powers specifically set forth in Section 4, or those powers that by law must be exercised by the Board. The Executive Director shall hire and supervise any Authority employees or consultants.

B. Executive Director Reports to the Board. The Executive Director shall prepare, no later than the 20th day of each first month of each fiscal quarter, a report to the Board on the operations of the Authority during the preceding fiscal quarter. The Bylaws shall specify the information to be included in the Executive Director's reports.

C. Services Providers. The Executive Director may appoint one or more services providers to serve as the Authority's agent(s) for planning, implementing, operating and administering the PACE Program, the CCA Program, and any other program approved by the Board, in accordance with the provisions of a written agreement between the Authority and the appointed administrative services provider or providers (a "Services Agreement"). The appointed services provider may be one of the Voting Members. A Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the PACE Program, the CCA Program and other approved programs. The Services Agreement shall set forth the term of the Agreement and the circumstances under which the Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the PACE Program, the CCA Program or any other program.

D. Independent Monitor. The Board may appoint or contract for the services of an independent monitor to review programs operated by the Authority and to report to the Board.

E. Advisory Commissions, Boards or Committees. The Board may establish any advisory commissions, boards, and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement which shall comply with the requirements of the Brown Act. The Board may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees.

Section 7. Treasurer and Auditor-Controller

The Placer County Treasurer shall act as the Treasurer for the Authority. The Treasurer shall be the depository of the Authority and shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The duties and obligations of the Treasurer are further specified in Section 9. The Auditor-Controller of the County of Placer shall be the Auditor-Controller of the Authority and shall make or contract with a certified public accountant to make an annual audit in compliance with Section 6505 of the Act.

Section 8. Special Voting Requirements and Voting Shares

A. Involuntary Termination or Amendment. Action of the Board on the matters set forth in Section 14A (involuntary termination of a Member), or Section 18 (amendment of this Agreement) shall require the affirmative vote of at least two-thirds of the Board Members; provided, however, that for votes to involuntarily terminate a Member under Section 14A, the Board Member(s) for the Member subject to involuntary termination may not vote, and the number of Board Members constituting two-thirds of all Board Members shall be recalculated as if the Voting Member subject to possible termination were not a Voting Member.

B. Eminent Domain. A decision to exercise the power of eminent domain on behalf of the Authority to acquire any property interest other than an easement, right-of-way, or temporary construction easement shall require a vote of at least two-thirds of all Board Members.

C. Contributions by Members. The imposition on any Member of any obligation to make contributions or pledge assets as a condition of continued participation in the PACE Program, the CCA Program, or other energy programs shall require a vote of at least two-thirds of all Board Members and the approval of the governing boards of the Members and Associate Members who are being asked to make such contribution or pledge.

D. Calculation of Voting Shares. If a request for weighted vote is made by any Board Member, each Board Member shall have a voting share determined by Annual Energy Use Divided by Total Annual Energy, multiplied by 100. "Annual Energy Use" means the annual electricity usage, expressed in kilowatt hours ("kWh") within the Member's respective jurisdiction, and "Total Annual Energy" means the sum of all of the Members Annual Energy Use. All measures of kilowatt hours shall be set using the electric load forecast upon which the current annual budget was based. If a Member has more than one Board Member, then the voting shares allocated to the entity shall be equally divided amongst its Board Members.

Section 9. Financial Provisions

A. Fiscal Year. For the purposes of this Agreement, the Authority shall have such fiscal year from July 1 to and including the following June 30.

B. Depository. All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Member or any other person or entity. All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Members at all reasonable times. The Board shall contract with a certified public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

C. Expenditures. All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

D. Budget. The initial budget shall be approved by the Board. The Board may revise the budget from time to time through an Authority Document as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets

of the Authority shall be approved by the Board in accordance with the Operating Rules and Regulations.

E. Funding of Initial Costs. The County of Placer has funded certain activities necessary to implement the CCA Program. If the CCA Program becomes operational, these initial costs paid by the County of Placer shall be included in the customer charges for electric services as provided by Section 14 to the extent permitted by law, and the County of Placer shall be reimbursed from the payment of such charges by customers of the Authority. Prior to such reimbursement, the County of Placer shall provide such documentation of costs paid as the Board may request. In the event that the CCA Program does not become operational, the County of Placer shall not be entitled to any reimbursement of the initial costs it has paid from the Authority or any Member.

F. CCA Program Costs. The Members desire that all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric, conservation, efficiency, incentives, financing, or other services provided under the CCA Program, including but limited to the establishment and maintenance of various reserves and performance funds and administrative, accounting, legal, consulting, and other similar costs, shall be recovered through charges to CCA customers receiving such electric services, or from revenues from grants or other third-party sources.

Section 10. Implementation Action and Authority Documents

A. Each Member shall adopt an ordinance or resolution in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Member intends to implement a CCA Program by and through its participation in the Authority.

B. Each Member that wishes to participate in the CCA Program shall adopt a resolution expressing its desire to become a Member to this Agreement, and its intention to have the territory of the Member's jurisdiction included in the service territory of the CCA.

C. Each New Voting Member that wishes to participate in the PACE Program shall adopt a resolution authorizing it to become a Voting Member under this Agreement. Execution by such New Voting Member of this Agreement shall constitute consent to Authority undertaking contractual assessment proceedings under Chapter 29 for all of the properties in such New Voting Member's incorporated area and to the contractual assessment financing of certain improvements (as enumerated from time to time in Chapter 29, "Improvements") by Authority, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to the Authority's PACE Program, and to the assumption of jurisdiction thereover by Authority for the purposes thereof. Execution by such New Voting Member of this Agreement shall also serve to authorize Authority to take each step required for it to provide contractual assessment financing for the Improvements, including the levying, collecting and enforcement of contractual assessments to finance the Improvements and the issuance and enforcement of bonds and other financing instruments to represent and be secured by such contractual assessments.

The New Voting Members shall not be required to adopt a PACE Agreement and shall not be subject to the rights and obligations set forth therein, but shall instead, upon becoming Voting Members hereunder, be subject to the rights and obligations expressly set forth herein.

The Authority may additionally provide PACE Programs pursuant to Chapter 29 within the boundaries of non-voting Associate Members, as described further in Section 16 herein.

D. Implementation Plan and Statement of Intent. The Authority shall cause to be prepared an Implementation Plan and Statement of Intent meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations. The Implementation Plan and Statement of Intent shall specify the service territory of the CCA to be within the boundaries of the Member jurisdictions that have taken the actions specified in A and B above. The Implementation Plan and Statement of Intent shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 5.

If a City within the boundaries of Placer County adopts an ordinance and resolution pursuant to A and B above, expressing its desire to become a Member to this Agreement subsequent to the filing of the then most recently filed Implementation Plan and Statement of Intent, the Board shall direct the preparation and filing of a new or amended Implementation Plan and Statement of Intent to include the territory of the City as soon as reasonably practicable. The Board may require the City to pay the cost of preparation and submission of the Implementation Plan and Statement of Intent. Upon Public Utilities Commission certification of the new or amended Implementation Plan and Statement of Intent by the Public Utilities Commission, the Board shall take an action to approve the membership of the City. The City shall then be entitled to all rights under this Agreement, including a seat on the Board and voting rights pursuant to Section 5.A and Section 8.

E. Termination of CCA and PACE Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA or the PACE Program at any time in accordance with any applicable requirements of state law.

F. Authority Documents. The Members acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution. The Members agree to abide by and comply with the terms and conditions of all such documents that may be adopted by the Board, subject to the Members' right to withdraw from the Authority as described in Section 14.

Section 11. Records and Reports

The Board shall establish reporting requirements and direct staff to maintain such reports, including, but not limited to, funds and accounts as may be required by good accounting practice or by law. All books and records of the Authority shall be open to inspection at all reasonable times by any Member to this Agreement or its representatives. Annual audits of the Authority's

accounts and records shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the California Government Code.

Section 12. Debts, Liabilities and Obligations

The Authority is a public agency separate from the Members. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Members unless the governing board of a Member agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Member who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Members agree to assume the debt, liability or obligation of the Authority. Should any debt, liability or obligation of the Authority not be waived or allowed payable through assets of the Authority, none of the County or City members shall be liable, except as provided by Government Code sections 895 through 895.8.

Section 13. Insurance and Indemnity

The Authority shall acquire and maintain such insurance coverage as is necessary to protect the interests of the Authority, the Members, and the public. The insurance shall also contain a written endorsement to such policy or policies, which names each of the [Voting Members] as additional insureds. The Authority shall defend, indemnify, and hold harmless the Members, and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

Section 14. Withdrawal

A. Right to Withdraw by Voting Member. A Voting Member may withdraw its participation in the CCA Program, effective as of the beginning of the Authority's fiscal year, by giving no less than 12 months advance written notice of its election to do so, which notice shall be given to the Authority and each Voting Member. Withdrawal of a Voting Member shall require an affirmative vote of its governing board.

B. Right to Withdraw By Voting Member After Amendment. Notwithstanding Section 14A, a Voting Member may withdraw its membership in the Authority following an amendment to this Agreement adopted by the Board which the Board Member appointed as a Voting Member voted against provided such notice is given in writing within thirty (30) days following the date of the vote. Withdrawal of a Member shall require an affirmative vote of its governing board and shall not be subject to the twelve month advance notice provided in Section 14A. In the event of such withdrawal, the Member shall be subject to the provisions of Section 15B.

C. Continuing Liability; Further Assurances. A Voting Member that withdraws its participation in the CCA Program may be subject to certain continuing liabilities, as described in Section 15B. The withdrawing Voting Member and the Authority shall

execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Voting Member from participation in the CCA Program.

D. Withdrawal of Associate Member. The rights of an Associate Member to withdraw from the Authority shall be governed by the applicable PACE Agreement or CCC Agreement.

Section 15. Termination

A. Involuntary Termination of a Member. Participation of a Member in the CCA program may be terminated for material non-compliance with provisions of this Agreement or any other agreement relating to the Member's participation in the CCA Program upon a vote of Board Members as provided in Section 8A. Prior to any vote to terminate participation with respect to a Member, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Member whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or other agreement that the Member has allegedly violated. The Member subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Member that has had its participation in the CCA Program terminated may be subject to certain continuing liabilities, as described in Section 15B.

B. Continuing Liability; Refund. Upon a withdrawal or involuntary termination of a Member, the Member shall remain responsible for any claims, demands, damages, or liabilities arising from the Member's membership or participation in the CCA Program through the date of its withdrawal or involuntary termination, it being agreed that the Member shall not be responsible for any liabilities arising after the date of the Member's withdrawal or involuntary termination. Claims, demands, damages, or liabilities for which a withdrawing or terminated Member may remain liable include, but are not limited to, losses from the resale of power contracted for by the Authority to serve the Member's load. With respect to such liability, upon notice by an Member that it wishes to withdraw from the program, the Authority shall notify the Member of the minimum waiting period under which the Member would have no costs for withdrawal if the Member agrees to stay in the CCA Program for such period. The waiting period will be set to the minimum duration such that there are no costs transferred to remaining ratepayers. If the Member elects to withdraw before the end of the minimum waiting period, the charge for exiting shall be set at a dollar amount that would offset actual costs to the remaining ratepayers, and may not include punitive charges that exceed actual costs. In addition, such Member also shall be responsible for any costs or obligations associated with the Member's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of

the Member. The Authority may withhold funds otherwise owing to the Member or may require the Member to deposit sufficient funds with the Authority, as reasonably determined by the Authority and approved by a vote of the Board, to cover the Member's liability for the costs described above. Any amount of the Member's funds held on deposit with the Authority above amounts not required to pay any liabilities or obligations shall be returned to the Member. The liability of any Member under this section 15B is subject and subordinate to the provisions of Section 12, and nothing in this section 15B shall reduce, impair, or eliminate any immunity from liability provided by Section 12.

C. Mutual Termination. This Agreement may be terminated by mutual agreement of all the Voting Members; provided, however, the foregoing shall not be construed as limiting the rights of a Associate Member to withdraw its participation in the CCA Program, as described in Section 14A.

D. Disposition of Property upon Termination of Authority. Upon termination of this Agreement, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Voting Members in proportion to the contributions made by each. If no such contributions have been made, then such surplus after payment of all liabilities, costs, expenses, and charges shall be distributed based on the weighted voting shares pursuant to Section 8D. However, no termination of this Agreement shall be effective until the full retirement of any outstanding debt. Any Voting Member may fund the retirement of the debt for the purpose of terminating the Authority.

E. Negotiations with Associate Members. If the Voting Members wish to terminate this Agreement, or if the Voting Members elect to withdraw from the CCA Program following an amendment to this Agreement as provided in Section 14B, but two or more Associate Members wish to continue to participate in the CCA Program, the Voting Members will negotiate in good faith with such Associate Members to allow the Associate Members to become the Voting Members to this Agreement or to effect a transfer of CCA Program operations to another entity.

Section 16. Associate Members

With the approval of the Board, any qualified public agency (as defined by Section 6500 of the JPA law) may become a non-voting Associate Member of this Agreement for purposes of participating in the CCA Program. A public agency requesting such membership may apply by presenting to the Authority a resolution of the public agency approving of this form of participation.

Any qualified public agency (as defined by Section 6500 of the JPA law) may become a non-voting Associate Member of this Agreement for purposes of participating in the PACE Program upon (i) such qualified public agency (a) adopting a resolution expressing its desire to become a non-voting Associate Member to this Agreement and authorizing the implementation of a PACE

Program within the boundaries of its jurisdiction and (b) executing a PACE Agreement and (ii) the Board approving the qualified public agency as a non-voting Associate Member.

The date and terms upon which the applying public agency will become a non-voting Associate Member will be determined by the Board and set forth in a CCA Agreement or PACE Agreement, as applicable.

Section 17. Termination of Powers

The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

Section 18. Disposition of Assets; Property and Money

Upon termination of this Agreement under Section 14, all costs, expenses, and charges legally incurred by the Authority shall be paid and discharged; and the Authority shall sell such property as may be necessary and shall distribute to the federal or State government such property and funds as are lawfully required; the balance of such property and any surplus money on hand shall be distributed or returned in proportion to contributions made by the affected Members except to the extent otherwise agreed upon by the affected Members.

Section 19. Amendments

This Agreement may not be amended except by a written amendment approved by a vote of Board members as provided in Section 8. The Authority shall provide written notice to all Members of amendments to this Agreement, including the effective date of such amendments, at least 30 days prior to the date upon which the Board votes on such amendments. Any amendment required to add a new Voting Member shall only be executed by the Voting Members. Any amendment required to add a new Associate Member shall only be executed by the new Associate Member and the Authority.

Section 20. Severability

Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions of provisions shall not be affected thereby.

Section 21. Entire Agreement

This Agreement contains the entire agreement between the Members and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except as provided in Section 19.

Section 22. Counterparts and Effective Date

This Agreement may be executed in counterparts and be as valid and binding as if each Member signed the same copy. A faxed copy of the executed signature page shall be sufficient to cause the terms of this Agreement to become fully operative. The effective date of the Agreement shall be the date the second member has executed the Agreement.

WITNESS THE AGREEMENT HEREOF the date set opposite our respective entities:

EXECUTED ON

By _____
Chairman, Board of Supervisors

COUNTY OF PLACER, a political subdivision

And approved as to form _____

ATTEST: _____

EXECUTED ON

By _____
Mayor, City Council

CITY OF COLFAX, a Municipal Corporation

And approved as to form _____

ATTEST: _____

EXECUTED ON: 6/12/17

By: _____
Mayor, City Council

CITY OF AUBURN

And approved as to form _____

ATTEST: _____

CITY OF ROCKLIN, a Municipal Corporation

EXECUTED ON April 11, 2017

By _____
Mayor, City Council

And approved as to form:

_____ 4/12/17
City Attorney

ATTEST:

_____
City Clerk

TOWN OF LOOMIS, a Municipal Corporation

EXECUTED ON 6/19/17

By _____
Mayor, Town of Loomis

And approved as to form:

_____
Town Attorney

ATTEST:

_____
Town Clerk

CITY OF LINCOLN, a Municipal Corporation

EXECUTED ON 6-27-2017

By _____
Peter Gilbert, Mayor

And approved as to form:

_____
Mona Ebrahimi, City Attorney

ATTEST:

_____
Gwen Scanlon, City Clerk

Before the Pioneer Community Energy Board, State of California

In the matter of: A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY EXPANDING PIONEER COMMUNITY ENERGY JOINT POWERS AUTHORITY MEMBERSHIP.

Resolution No.: 2020-25

The following Resolution was duly passed by the Pioneer Community Energy Board at a regular meeting held December 17, 2020, by the following vote on roll call:

AYES: Duncan, Karleskint, Burress, Dowdin Cavillo, Uhler, Holmes, Janda.

NOES: None.

ABSENT: None.

Signed and approved by me after its passage.

Chair, Board of the Governing Board

Attest:

Secretary

WHEREAS, the Sierra Valley Energy Authority was established on September 9, 2015, between the County of Placer and the City of Colfax; and

WHEREAS, the Sierra Valley Energy Authority was originally created for the purpose of providing a financing conduit and program expansion platform for the mPOWER Program; and

WHEREAS, counties and cities have the power under California law to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, by providing a Community Choice Aggregation Program, pursuant to California Public Utilities Code Sections 331.1 and 366.2; and

WHEREAS, the Amended and Restated Joint Exercise of Power Agreement for the Sierra Valley Energy Authority (the "Amended and Restated JPA") became effective on February 22, 2017; and

WHEREAS, the Amended and Restated JPA allowed for the establishment of a Community Choice Aggregation Program (the "CCA") within the jurisdictions of the Voting Members and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members; and

WHEREAS, on July 17, 2017 the Governing Board of the Sierra Valley Energy Authority took action to rename and brand Sierra Valley Energy Authority as Pioneer Community Energy ("Pioneer"); and

WHEREAS, both El Dorado County and the City of Placerville expressed a desire to join Pioneer for the purpose of participating in Pioneer's Community Choice Aggregation Program ("CCA Program"); and

WHEREAS, the Placerville City Council and El Dorado County Board of Supervisors both took appropriate steps toward offering CCA service within their respective communities, adopting requisite resolutions and ordinances at duly noticed meeting of the municipalities' governing councils; and

WHEREAS, an impact assessment was performed to analyze the feasibility of expanding Pioneer's CCA Program service territory into unincorporated El Dorado County and the City of Placerville, the results of which showed such an expansion to be beneficial to both existing Pioneer ratepayers, and potential ratepayers in El Dorado County and the City of Placerville; and

WHEREAS, each existing Voting Member has adopted respective resolutions approving Amendment No. 1 to the Amended and Restated JPA to provide for El Dorado County and the City of Placerville to become Voting Members pursuant to the requirements of the Amended and Restated JPA; and

WHEREAS, the Board of Supervisors of the County of El Dorado and the City Council of the City of Placerville have adopted respective resolutions approving the Amended and Restated JPA and Amendment No. 1 to the Amended and Restated JPA; and

WHEREAS, pursuant to section 8 of the Amended and Restated JPA. an amendment requires an affirmative vote of at least two-thirds of the Pioneer Board Members; and

WHEREAS, Pioneer provided written notice to each Voting Member 30 days prior to the date the Pioneer Board intended to vote on an amendment to the Amended and Restated JPA as required by section 19 of the Amended and Restated JPA; and

WHEREAS, to these ends, the Pioneer Board desires to approve Amendment No. 1 to the Amended and Restated JPA to provide for El Dorado County and the City of Placerville to become Voting Members under the Amended and Restated JPA for Pioneer Community Energy conditioned on and effective upon receipt of certification of Addendum No. 1 to the Implementation Plan and Statement of Intent from the California Public Utilities Commission.

BE IT RESOLVED, the Board of Pioneer Community Energy, State of California, hereby finds, declares, and resolves as follows:

1. The above recitals are true and correct.

2 This Amendment No. 1 to the Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy provides for admission of El Dorado County and the City of Placerville as Voting Members.

3. The City Council hereby approves Amendment No. 1 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy under the Joint Powers Law, in the form attached hereto as Exhibit A. The Chair is hereby authorized and directed to execute Amendment No. 1 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy in the name and on behalf of the Board.

4. This Resolution shall take effect upon receipt of certification of Addendum No. 1 to the Implementation Plan and Statement of Intent from the California Public Utilities Commission.

Exhibit: Amendment No. 1 to the Amended and Restated JPA

AMENDMENT NO. 1 TO THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY [FORMERLY SIERRA VALLEY ENERGY]

THIS AMENDMENT (hereafter "Amendment") amends the Amended and Restated Joint Exercise of Powers Agreement (hereafter "Amended and Restated JPA") with the effective date of February 22, 2017 which was by and between the COUNTY OF PLACER, the CITY OF AUBURN, the CITY OF COLFAX, the CITY OF LINCOLN, the TOWN OF LOOMIS, and the CITY OF ROCKLIN, all public entities of the State of California. By this Amendment it becomes the Joint of Exercise of Powers Agreement by and between the COUNTY OF PLACER, the CITY OF AUBURN, the CITY OF COLFAX, the TOWN OF LOOMIS, the CITY OF LINCOLN, the CITY OF ROCKLIN, and the County of El Dorado and the City of Placerville who become signatories to this Amendment (the "New Voting Members", and together with the COUNTY OF PLACER, the CITY OF AUBURN, the CITY OF COLFAX, the CITY OF LINCOLN, the TOWN OF LOOMIS, and the CITY OF ROCKLIN, the "Voting Members"), as well as those local agencies that become signatories to this Amendment as Associate Members, and related to the joint exercise of powers among all of the signatories hereto either as Voting Members or Associate Members (hereafter collectively referred to as the "Members").

WHEREAS, on September 9, 2015 the COUNTY OF PLACER and the CITY OF COLFAX entered into a Joint Exercise of Powers Agreement (hereafter "Original JPA") for the purpose of providing a financing conduit program expansion platform for the mPOWER Program; and

WHEREAS, the Amended and Restated JPA became effective on February 22, 2017 and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members; and

WHEREAS, one of the primary purposes of the Amended and Restated JPA was to allow for the establishment of a Community Choice Aggregation Program within the jurisdictions of the Voting Members; and

WHEREAS, Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy, as it is known today; and

WHEREAS, the Voting Members wish to amend the Amended and Restated JPA a first time to add the County of El Dorado and the City of Placerville as Voting Members.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE IN THE AMENDED AND RESTATED JOINT POWERS AGREEMENT:

1. Section 5.A shall be replaced by the following:

Section 5. Governance and Internal Organization

A. Governing Board. The governing body of the Authority shall consist of up to a nine (9) person Board, consisting of two (2) members of the Placer County Board of Supervisors, and one (1) member each appointed by the El Dorado County Board of Supervisors, the Cities of Auburn, Colfax, Rocklin, Lincoln, Placerville and the Town of Loomis that becomes a signatory to this Agreement ("Board Member").

The Board of Supervisors from Placer County, the Board of Supervisors from El Dorado County, and the City/Town Councils set out above shall respectfully appoint such member(s) and not less than one alternate member. The term of office of each Board Member and respective alternate may be terminated at any time by the appointing Board of Supervisors or City/Town Council. The designated alternate shall have authority to attend, participate, and vote at any meeting of the Board or committee whenever the regular member, for whom they are designated to act as an alternate, is absent from the meeting.

2. Section 10.D shall be replaced by the following:

Section 10. Implementation Action and Authority Documents

D. Implementation Plan and Statement of Intent. The Authority shall cause to be prepared an Implementation Plan and Statement of Intent meeting the requirements of California Public Utilities Code Section 366.2 and any applicable California Public Utilities Commission regulations. The Implementation Plan and Statement of Intent shall specify the service territory of the CCA to be within the boundaries of the Member jurisdictions that have taken the actions specified in A and B above. The Implementation Plan and Statement of Intent shall not be filed with the California Public Utilities Commission until it is approved by the Board in the manner provided in Section 5.

If a City or County adopts an ordinance and resolution pursuant to A and B above, expressing its desire to become a Member to this Agreement subsequent to the filing of the then most recently filed Implementation Plan and Statement of Intent, the Board shall direct the preparation and filing of a new or amended Implementation Plan and Statement of Intent to include the territory of the County or City as soon as reasonably practicable. The Board may require the County or City to pay the cost of preparation and submission of the Implementation Plan and Statement of Intent. Upon California Public Utilities Commission certification of the new or amended Implementation Plan and Statement of Intent, the Board shall take action to approve membership of the County or City. The County or City shall then be entitled to all rights under this Agreement, including a seat on the Board and voting rights pursuant to Section 5.A and Section 8.

3. Counterparts.

This Amendment may be executed in counterparts and be as valid and binding as if each Member signed the same copy. A faxed or scanned copy of the executed signature page shall be sufficient to cause the terms of this Amendment to become fully operative. The effective date of this Amendment shall be the date it is approved by the Pioneer Board.

IN WITNESS WHEREOF, the Voting Members have executed this Amendment No. 1 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy.

EXECUTED ON

By _____
Chairman, Board of Supervisors
John Hidahl, First Vice Chair

COUNTY OF EL DORADO, a political subdivision

And approved as to form _____

ATTEST: _____

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

COUNTY OF PLACER, a political subdivision

And approved as to form

By
Chairman, Board of Supervisors

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

By _____
Mayor, City Council

CITY OF AUBURN, a Municipal Corporation

And approved as to form _____

ATTEST:

_____, City Clerk

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

By _____
Mayor, City Council

CITY OF COLFAX, a Municipal Corporation

And approved as to form _____

ATTEST: _____

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

By _____
Mayor, City Council

CITY OF LINCOLN, a Municipal Corporation
And approved as to form 12/15/20
ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON December 11, 2020 CITY OF PLACERVILLE, a Municipal Corporation

By _____
Mayor, City Council

And approved as to form _____
P.P. E.S.

ATTEST: _____

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

By _____
Jill Gayaldo, Mayor, City Council

CITY OF ROCKLIN, a Municipal Corporation

And approved as to form:

_____
Sheri Chapman, City Attorney

ATTEST:

_____
Hope Ithurburn, City Clerk

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

By _____
Mayor, Town Council

TOWN OF LOOMIS, a Municipal Corporation

And approved as to form _____

ATTEST:

_____

Before the Governing Board of Pioneer Community Energy

In the matter of: A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY REMOVING THE WEIGHTED VOTE PROVISIONS.

Resolution No.: 2021-3

The following Resolution was duly passed by the Governing Board of Pioneer Community Energy at a regular meeting held January 21, 2021, by the following vote on roll call:

Ayes: Duncan, Gore, Dowdin Calvillo, Janda, Holmes.

Noes: None.

Absent: Karleskint, Mendoza.

Signed and approved by me after its passage.

Chair of the Governing Board

Attest:

Secretary

WHEREAS, the Sierra Valley Energy Authority was established on September 9, 2015, between the County of Placer and the City of Colfax; and

WHEREAS, the Sierra Valley Energy Authority was originally created for the purpose of providing a financing conduit and program expansion platform for the mPOWER Program; and

WHEREAS, counties and cities have the power under California law to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, by providing a Community Choice Aggregation Program, pursuant to California Public Utilities Code Sections 331.1 and 366.2; and

WHEREAS, the Amended and Restated Joint Exercise of Power Agreement for the Sierra Valley Energy Authority (the "Amended and Restated JPA") became effective on February 22, 2017; and

WHEREAS, the Amended and Restated JPA allowed for the establishment of a Community Choice Aggregation Program (the "CCA") within the jurisdictions of the Voting Members and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members; and

WHEREAS, on July 17, 2017 the Governing Board of the Sierra Valley Energy Authority took action to rename and brand Sierra Valley Energy Authority as Pioneer Community Energy ("Pioneer"); and

WHEREAS, an amendment to the Amended and Restated JPA requires the affirmative vote of at least two-thirds of the Board Members pursuant to Section 8.A of the Amended and Restated JPA; and

WHEREAS, the Governing Board wishes to amend the Amended and Restated JPA a second time to remove those provisions allowing for or referencing a weighted voted based on calculated voting shares.

BE IT RESOLVED, the Board of Pioneer Community Energy, State of California, hereby finds, declares, and resolves as follows:

1. The above recitals are true and correct.

2. This Amendment No. 2 to the Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy eliminates the provision allowing for a weighted vote based on calculated voting shares and related references to a weighted vote.

3. The Governing Board hereby approves Amendment No. 2 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy under the Joint Powers Law, in the form attached hereto as Exhibit A. The Chair is hereby authorized and directed to execute Amendment No. 2 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy in the name and on behalf of the Governing Board.

4. This Resolution shall take effect immediately upon its adoption.

Exhibit: Amendment No. 2 to the Amended and Restated JPA

AMENDMENT NO. 2 TO THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY [FORMERLY SIERRA VALLEY ENERGY]

THIS AMENDMENT (hereafter "Amendment") amends the Amended and Restated Joint Exercise of Powers Agreement (hereafter "Amended and Restated JPA") with the effective date of February 22, 2017 which was by and between the COUNTY OF PLACER, the CITY OF AUBURN, the CITY OF COLFAX, the CITY OF LINCOLN, the TOWN OF LOOMIS, and the CITY OF ROCKLIN, all public entities of the State of California, (the "Voting Members"), as well as those local agencies that become signatories to this Amendment as Associate Members, and related to the joint exercise of powers among all of the signatories hereto either as Voting Members or Associate Members (hereafter collectively referred to as the "Members").

WHEREAS, on September 9, 2015 the COUNTY OF PLACER and the CITY OF COLFAX entered into a Joint Exercise of Powers Agreement (hereafter "Original JPA") for the purpose of providing a financing conduit program expansion platform for the mPOWER Program; and

WHEREAS, the Amended and Restated JPA became effective on February 22, 2017 and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members; and

WHEREAS, one of the primary purposes of the Amended and Restated JPA was to allow for the establishment of a Community Choice Aggregation Program within the jurisdictions of the Voting Members; and

WHEREAS, Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy, as it is known today; and

WHEREAS, the Voting Members wish to amend the Amended and Restated JPA a second time to remove those provisions allowing for or referencing a weighted vote based on calculated voting shares.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE IN THE AMENDED AND RESTATED JOINT POWERS AGREEMENT:

1. Section 5.C shall be replaced by the following:

C. Powers and Functions of the Board. The Board will exercise governance, policy guidance and oversight over the business and activities of the Authority, consistent with this Agreement and applicable law. Action by the Authority Board will be taken by majority vote of the Board Members present.

2. Section 8.D shall be removed it its entirety.

3. Section 15.D shall be replaced by the following:

D. Disposition of Property upon Termination of Authority. Upon termination of this Agreement, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Voting Members in proportion to the contributions made by each. If no such contributions have been made, then such surplus after payment of all liabilities, costs, expenses, and charges shall be distributed to each Voting Member based on Annual Energy Use Divided by Total Annual Energy, multiplied by 100. "Annual Energy Use" means the annual electricity usage, expressed in kilowatt hours ("kWh") within the Voting Member's respective jurisdiction, and "Total Annual Energy" means the sum of all the Members Annual Energy Use. All measures of kilowatt hours shall be set using the electric load forecast upon which the current annual budget was based. If a Member has more than one Board Member, the distribution will be made pursuant to the above calculation as it relates to the respective jurisdiction.

IN WITNESS WHEREOF, the Governing Board of Pioneer Community Energy has approved this Amendment No. 2 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy.

EXECUTED ON 1-27-2021

By _____
Chair, Pioneer Community Energy
Governing Board

Approved as to form Elisa Nelson

ATTEST:

_____
Secretary, Pioneer Community Energy
Governing Board

Before the Governing Board of Pioneer Community Energy

In the matter of: A RESOLUTION APPROVING AMENDMENT NO. 3 TO AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY REMOVING THE REQUIREMENT THE PLACER COUNTY TREASURER AND AUDITOR-CONTROLLER SHALL SERVE AS TREASURER AND AUDITOR-CONTROLLER AND ALLOWING THE GOVERING BOARD TO APPOINT THE TREASURER AND AUDITOR-CONTROLLER FOR PIONEER COMMUNITY ENERGY.

Resolution No.: 2021-16

The following Resolution was duly passed by the Governing Board of Pioneer Community Energy at a regular meeting held April 15, 2021, by the following vote on roll call:

Ayes: Dowdin Calvillo, Duncan, Fatula, Hidahl, Janda, Jones, Karleskint, Saragosa, Holmes.

Noes: None.

Absent: None.

Signed and approved by me after its passage.

Chair of the Governing Board

Attest:

Secretary

WHEREAS, the Sierra Valley Energy Authority was established on September 9, 2015, between the County of Placer and the City of Colfax; and

WHEREAS, the Sierra Valley Energy Authority was originally created for the purpose of providing a financing conduit and program expansions platform for the mPower Program; and

WHEREAS, counties and cities have the power under California law to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, by providing a Community Choice Aggregation Program, pursuant to California Public Utilities Code Sections 331.1 and 366.2; and

WHEREAS, the Amended and Restated Joint Exercise of Power Agreement for the Sierra Valley Energy Authority (the "Amended and Restated JPA") became effective on February 22, 2017; and

WHEREAS, the Amended and Restated JPA allowed for the establishment of a Community Choice Aggregation Program ("CCA") within the jurisdictions of the Voting Members and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members; and

WHEREAS, on July 17, 2017, the Governing Board of the Sierra Valley Energy Authority took action to rename the brand Sierra Valley Energy Authority as Pioneer Community Energy ("Pioneer"); and

WHEREAS, an amendment to the Amended and Restated JPA requires the affirmative vote of at least two-thirds of the Board Members pursuant to Section 8 A of the Amended and Restated JPA; and

WHEREAS, the Governing Board wishes to amend the Amended and Restated JPA a third time to remove the requirement the Placer County Treasurer and Placer County Auditor-Controller serve as the Treasurer and Auditor-Controller for Pioneer Community Energy and allow the Governing Board to appoint the Treasurer and Auditor-Controller for Pioneer Community Energy in compliance with California Government Code section 6500 *et seq.*; and

WHEREAS, pursuant to section 6505.6 of the Government Code the Board is authorized to combine the offices of treasurer and auditor to be held by one officer or employee as appointed by the Board; and

WHEREAS, the Governing Board desires the incumbent Treasurer and Auditor Controller shall serve until such time the Board appoints a successor.

BE IT RESOLVED, the Governing Board of Pioneer Community Energy, hereby finds, declares, and resolves as follows:

1. The above recitals are true and correct.

2. This Amendment No. 3 to the Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy removes the requirement the Placer County Treasurer and Placer County Auditor-Controller serve as the Treasurer and Auditor-Controller for Pioneer Community Energy and allows the Governing Board to appoint the Treasurer and the Auditor-Controller for Pioneer Community Energy including the authority to combine both offices to be held by one officer or employee in compliance with California Government Code section 6500 *et seq.*.

3 The Governing Board hereby approves Amendment No. 3 to the Amended and Restated Joint Powers Agreement for Pioneer Community as attached hereto as Exhibit A. The Chair is hereby authorized and directed to execute Amendment No. 3 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy in the name and on behalf of the Governing Board.

4. This Resolution shall take effect immediately upon its adoption.

Exhibit A: Amendment No. 3 to the Amended and Restated JPA

AMENDMENT NO. 3 TO THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY (FORMERLY SIERRA VALLEY ENERGY)

THIS AMENDMENT (hereafter "Amendment") amends the Amended and Restated Joint Exercise of Powers Agreement (hereafter "Amended and Restated JPA") with the effective date of February 22, 2017 which was by and between the COUNTY OF PLACER, the CITY OF AUBURN, the CITY OF COLFAX, the CITY OF LINCOLN, the TOWN OF LOOMIS, and the CITY OF ROCKLIN, , and as executed pursuant to Amendment No.1 to the Amended and Restated JPA by the COUNTY OF EL DORADO and the CITY OF PLACERVILLE, all public entities of the State of California, (the "Voting Members") as wells as those local agencies that became signatories to this Amendment as Associate Members, and related to the joint exercise of powers among all of the signatories hereto either as Voting Members or Associate Members (hereafter collectively referred to as the "Members").

WHEREAS, on September 9, 2015, the COUNTY OF PLACER and the CITY OF COLFAX, entered into a Joint Exercise of Powers Agreement (hereafter "Original JPA") for the purpose of providing a financing conduit program expansion platform for the mPOWER Program; and

WHEREAS, the Amended and Restated JPA became effective on February 22, 2017 and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members; and

WHEREAS, one of the primary purposes of the Amended and Restated JPA was to allow for the establishment of a Community Choice Aggregation Program within the jurisdiction of the Voting Members; and

WHEREAS, Resolution 2017-3 of the Sierra Valley Clean Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy, as it is known today; and

WHEREAS, Amendment No. 1 to the Amended and Restated JPA became effective March 9, 2021 and authorized the County of El Dorado and the City of Placerville to become Voting Members; and

WHEREAS, the Voting Members wish to amend the Amended and Restated JPA a third time to remove the requirement the Placer County Treasurer and Placer County Auditor-Controller serve as the Treasurer and Auditor-Controller of Pioneer Community Energy and to allow the Governing Board to appoint the Treasurer and Auditor in compliance with California Government Code section 6500 *et seq.*

NOW THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE IN THE AMENDED AND RESTATED JOINT POWERS AGREEMENT:

1. Section 7 shall be removed and replaced with the following:

7 Treasurer and Auditor-Controller. The Governing Board shall appoint a Treasurer for the Authority. The Treasurer shall be the depository of the Authority and shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The duties and obligations of the Treasurer are further specified in Section 9. The Governing Body shall appoint an Auditor-Controller for the Authority in compliance with the Act. The Auditor-Controller of the Authority shall make or contract with a certified public accountant to cause an annual audit in compliance with Section 6506 of the Act. The authority of the Board to appoint a Treasurer and Auditor/Controller shall include the authority to combine both offices to be held by one officer or employee pursuant to section 6505.6 of the Act.

IN WITNESS WHEREOF, the Governing Board of Pioneer Community Energy has approved this Amendment No. 3 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy.

EXECUTED ON April 22, 2021

And approved as to form E-SIGNED by Elise Nelson on 2021-04-22 10:24:24 PDT

By _____
Chair, Pioneer Community Energy
Governing Board

ATTEST:
_____
Secretary, Pioneer Community Energy
Governing Board

Before the Governing Board of Pioneer Community Energy

In the matter of: A Resolution Approving Amendment No. 4 to the Amended and Restated Joint Exercise of Powers Agreement ("JPA") for Pioneer Community Energy to Amend the Limitations on Power Designation in the Joint Powers Agreement

Resolution No.: 2022-4

The following Resolution was duly passed by the Governing Board of Pioneer Community Energy at a regular meeting held January 20, 2022, by the following vote on roll call:

Ayes: Dowdin Calvillo, Duncan, Heathcock, Hidahl, Holmes, Janda, Jones, Karleskint, Saragosa.
Noes: None.
Absent: None.

Signed and approved by me after its passage.

Chair of the Governing Board

Attest:

Secretary

WHEREAS, the Sierra Valley Energy Authority was established on September 9, 2015, between the County of Placer and the City of Colfax, as a joint powers agency pursuant to the Joint Exercise of Powers Act (Government Code Sections 65000 et seq.): and

WHEREAS, the Sierra Valley Energy Authority was originally created for the purpose of providing a financing conduit and program expansions platform for the mPOWER Program; and

WHEREAS, counties and cities have the power under California law to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, by providing a Community Choice Aggregation Program, pursuant to California Public Utilities Code Sections 331.1 and 366.2; and

WHEREAS, the Amended and Restated Joint Exercise of Power Agreement for the Sierra Valley Energy Authority (the "Amended and Restated JPA") became effective on February 22, 2017; and

WHEREAS, the Amended and Restated JPA allowed for the establishment of a Community Choice Aggregation Program ("CCA") within the jurisdictions of the Voting Members and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members; and

WHEREAS, on July 17, 2017, the Governing Board of the Sierra Valley Energy Authority took action to rename the brand Sierra Valley Energy Authority as Pioneer Community Energy ("Pioneer"); and

WHEREAS, Section 8.A of the Amended and Restated JPA requires the affirmative vote of at least two-thirds of the Board Members of Pioneer; and

WHEREAS, the Governing Board has previously approved three amendments to the Amended and Restated JPA; and

WHEREAS, pursuant to Government Code Section 6509, the manner in which Pioneer exercises its power is subject to the restrictions upon the manner of exercising power of one of the member agencies, as designated in the Amended and Restated JPA; and

WHEREAS, the Governing Board wishes to amend the Amended and Restated JPA a fourth time to change the member agency identified for purposes of Government Code Section 6509 from the County of Placer to the City of Colfax; and

WHEREAS, consistent with Section 19 of the Amended and Restated JPA, Pioneer provided written notice of the proposed fourth amendment to each Voting Member at least 30 days prior to the date the Governing Board intended to vote on the amendment.

BE IT RESOLVED, the Governing Board of Pioneer Community Energy, State of California, hereby finds, declares, and resolves as follows:

1. The above recitals are true and correct.

2. This Amendment No. 4 to the Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy provides that, for purposes of Government Code Section 6509, the powers of Pioneer Community Energy shall be exercised subject to the limitations on the manner of exercising such powers as are imposed on the City of Colfax, rather than the County of Placer.

3. The Governing Board hereby approves Amendment No. 4 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy, in the form attached hereto as Exhibit A. The Chair is hereby authorized and directed to execute Amendment No. 4 to the Amended and Restated JPA for Pioneer Community Energy in the name and on behalf of the Board.

3. This Resolution shall take effect immediately upon its adoption.

Exhibit A: Amendment No. 4 to the Amended and Restated JPA

AMENDMENT NO. 4 TO THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY (FORMERLY SIERRA VALLEY ENERGY)

THIS AMENDMENT (hereafter "Amendment") amends the Amended and Restated Joint Exercise of Powers Agreement (hereafter "Amended and Restated JPA") with the effective date of February 22, 2017 which was by and between the COUNTY OF PLACER, the CITY OF AUBURN, the CITY OF COLFAX, the CITY OF LINCOLN, the TOWN OF LOOMIS, and the CITY OF ROCKLIN, and as executed pursuant to Amendment No. 1 to the Amended and Restated JPA by the COUNTY OF EL DORADO and the CITY OF PLACERVILLE, all public entities of the State of California, (the "Voting Members") as wells as those local agencies that became signatories to this Amendment as Associate Members, and related to the joint exercise of powers among all of the signatories hereto either as Voting Members or Associate Members (hereafter collectively referred to as the "Members"); and

WHEREAS, on September 9, 2015, the COUNTY OF PLACER and the CITY OF COLFAX, entered into a Joint Exercise of Powers Agreement (hereafter "Original JPA") for the purpose of providing a financing conduit program expansion platform for the mPOWER Program; and

WHEREAS, the Amended and Restated JPA became effective on February 22, 2017 and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members; and

WHEREAS, one of the primary purposes of the Amended and Restated JPA was to allow for the establishment of a Community Choice Aggregation Program within the jurisdiction of the Voting Members; and

WHEREAS, Resolution 2017-3 of the Sierra Valley Clean Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy, as it is known today; and

WHEREAS, Amendment No. 1 to the Amended and Restated JPA, which was approved by the Governing Board on December 27, 2020 and became effective March 9, 2021, authorized the County of El Dorado and the City of Placerville to become Voting Members; and

WHEREAS, Amendment No. 2 to the Amended and Restated JPA, which was approved by the Governing Board on January 21, 2021, eliminated the provision allowing for a weighted vote based on calculated voting shares and related references to a weighted vote; and

WHEREAS, Amendment No. 3 to the Amended and Restated JPA, which was approved by the Governing Board on April 15, 2021, removed the requirement that the Placer County Treasurer and Placer County Auditor-Controller serve as the Treasurer and Auditor-Controller of Pioneer, and allowed the Governing Board to appoint the Treasurer and Auditor in compliance with Government Code Section 6500 *et seq.*; and

WHEREAS, the Governing Board desires to amend the Amended and Restated JPA a fourth time to provide that, for purposes of Government Code Section 6509, the powers of Pioneer Community Energy shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the City of Colfax, rather than the County of Placer.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE IN THE AMENDED AND RESTATED JOINT POWERS AGREEMENT:

1. The final sentence of the first paragraph under Section 4 (Powers) shall be amended to read:

   "As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the City of Colfax."

2. Except as specifically amended above, all other provisions of the Amended and Restated JPA shall remain in full force and effect.

IN WITNESS WHEREOF, the Governing Board of Pioneer Community Energy has approved this Amendment No. 4 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy.

EXECUTED ON: January 25, 2022 Approved as to form: _____

By: Alicia Cabrera
Chair, Pioneer Community Energy
Governing Board

ATTEST:
Teresa Willcock
Secretary, Pioneer Community Energy
Governing Board

WHEREAS, the Governing Board desires to amend the Amended and Restated JPA a fourth time to provide that, for purposes of Government Code Section 6509, the powers of Pioneer Community Energy shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the City of Colfax, rather than the County of Placer.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE IN THE AMENDED AND RESTATED JOINT POWERS AGREEMENT:

1. The final sentence of the first paragraph under Section 4 (Powers) shall be amended to read:

   "As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the City of Colfax."

2. Except as specifically amended above, all other provisions of the Amended and Restated JPA shall remain in full force and effect.

IN WITNESS WHEREOF, the Governing Board of Pioneer Community Energy has approved this Amendment No. 4 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy.

E-SIGNED by Casey Strong on 2022-01-28 11:55:06 PST

EXECUTED ON: _____ Approved as to form: _____

ATTEST:

By: _____
Chair, Pioneer Community Energy Governing Board

_____
Secretary, Pioneer Community Energy Governing Board

Before the Governing Board of Pioneer Community Energy

In the matter of: RESOLUTION APPROVING AMENDMENT NO. 5 TO THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY EXPANDING PIONEER COMMUNITY ENERGY'S JOINT POWERS AUTHORITY MEMBERSHIP

Resolution No. 2022-26

The following Resolution was duly passed by the Governing Board of Pioneer Community Energy at a regular meeting held November 17, 2022, by the following vote on roll call:

Ayes: Dowdin Calvillo, Duncan, Heathcock, Hidahl, Thomas.
Noes: None.
Absent: Holmes, Janda, Jones, Karleskint.

Signed and approved by me after its passage.

Alice Dowdin Calvillo
Chair of the Governing Board

Attest:

Secretary

WHEREAS, the Sierra Valley Energy Authority was established on September 9, 2015, between the County of Placer and the City of Colfax; and

WHEREAS, the Sierra Valley Energy Authority was originally created for the purpose of providing a financing conduit and program expansion platform for the mPOWER Program; and

WHEREAS, counties and cities have the power under California law to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, by providing a Community Choice Aggregation Program, pursuant to California Public Utilities Code Sections 331.1 and 366.2; and

WHEREAS, the Amended and Restated Joint Exercise of Power Agreement for the Sierra Valley Energy Authority (the "Amended and Restated JPA") became effective on February 22, 2017; and

WHEREAS, the Amended and Restated JPA allowed for the establishment of a Community Choice Aggregation (the "CCA") within the jurisdictions of the Voting Members and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members; and

WHEREAS, on July 17, 2017, the Governing Board of the Sierra Valley Energy Authority took action to rename and brand Sierra Valley Energy Authority as Pioneer Community Energy ("Pioneer"); and

WHEREAS, on December 17,2020, the Governing Board approved Amendment No. 1 to the JPA to authorize the City of Placerville and Unincorporated El Dorado County to become Voting Members; and

WHEREAS, both the Cities of Grass Valley and Nevada City expressed a desire to join Pioneer for the purpose of participating in Pioneer's Community Choice Aggregation Program ("CCA Program"); and

WHEREAS, the Grass Valley and Nevada City Councils both took appropriate steps toward offering CCA service within their respective communities, adopting requisite resolutions and ordinance at duly noticed meeting of the municipalities' governing councils; and

WHEREAS, an impact assessment was performed to analyze the feasibility of expanding Pioneer's CCA Program service territory into the Cities of Grass Valley and Nevada City, the results of which showed such an expansion to be beneficial to both existing Pioneer ratepayers, and potential ratepayers in the Cities of Grass Valley and Nevada City; and

WHEREAS, each existing Voting Member has adopted respective resolutions approving Amendment No. 5 to the Amended and Restated JPA to provide for the Cities of Grass Valley and Nevada City to become Voting Members pursuant to the requirements of the Amended and Restated JPA; and

WHEREAS, the City Councils of the Cities of Grass Valley and Nevada City have adopted respective resolutions approving the Amended and Restated JPA and Amendment No. 5 to the Amended and Restated JPA; and

WHEREAS, pursuant to section 8 of the Amended and Restated JPA, an amendment requires an affirmative vote of at least two-thirds of the Pioneer Board Members; and

WHEREAS, Pioneer provided written notice to each Voting Member 30 days prior to the date the Pioneer Board intended to vote on an amendment to the Amended and Restated JPA as required by section 19 of the Amended and Restated JPA; and

WHEREAS, to these ends, the Pioneer Board desires to approve Amendment No. 5 to the Amended and Restated JPA to provide for the Cities of Grass Valley and Nevada City to become Voting Members under the Amended and Restated JPA for Pioneer Community Energy conditioned on an effective upon receipt of certification of Addendum No. 2 to the Implementation Plan and Statement of Intent from the California Public Utilities Commission.

BE IT RESOLVED, the Governing Board of Pioneer Community Energy, State of California, hereby finds, declares, and resolves as follows:

1. The above recitals are true and correct.

2. This Amendment No. 5 to the Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy provides for admission of the Cities of Grass Valley and Nevada City as Voting Members.

3. The Pioneer Community Energy Board of Directors hereby approves Amendment No. 5 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy under Joint Powers Law, in the form attached hereto as Exhibit A. The Chair is hereby authorized and directed to execute Amendment

No. 5 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy in the name and on behalf of the Board.

4. Pioneer Staff is hereby authorized to file Amendment No. 5 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy with the Secretary of State, LAFCos with jurisdiction over Pioneer's service territory, and to take all other necessary steps to implement Amendment No. 5.

5. This Resolution shall take effect immediately upon its adoption.

Exhibit A: Amendment No. 5 to the Amended and Restated JPA

AMENDMENT NO. 5 TO THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY

THIS AMENDMENT (hereafter "Amendment") amends the Amended and Restated Joint Exercise of Powers Agreement (hereafter "Amended and Restated JPA") with the effective date of February 22, 2017 which was by and between the COUNTY OF PLACER, the CITY OF AUBURN, the CITY OF COLFAX, the CITY OF LINCOLN, the TOWN OF LOOMIS, and the CITY OF ROCKLIN, and as executed pursuant to Amendment No. 1 to the Amended and Restated JPA by the COUNTY OF EL DORADO and the CITY OF PLACERVILLE all public entities of the State of California. By this Amendment the City of Nevada City and the City of Grass Valley (collectively, the "New Voting Members") become signatories to the Amended and Restated JPA.

WHEREAS, on September 9, 2015 the COUNTY OF PLACER and the CITY OF COLFAX entered into the original Joint Exercise of Powers Agreement for the purpose of establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Exercise of Powers Act, Government Code Section 6500, et seq.; and

WHEREAS, the Amended and Restated JPA became effective on February 22, 2017 and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members of the Joint Exercise of Powers Agreement and established a Community Choice Aggregation Program within the jurisdictions of the Voting Members; and

WHEREAS, Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy, as it is known today; and

WHEREAS, Amendment No. 1 to the Amended and Restated JPA, which was approved by the Governing Board on December 27, 2020 and became effective March 9, 2021, authorized the County of El Dorado and the City of Placerville to become Voting Members; and

WHEREAS, the Voting Members wish to amend the Amended and Restated JPA a fifth time to add the City of Nevada City and the City of Grass Valley as Voting Members.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE IN THE AMENDED AND RESTATED JOINT POWERS AGREEMENT:

1. Section 5.A shall be replaced by the following:

Section 5. Governance and Internal Organization

A. Governing Board. The governing body of the Authority shall consist of up to a eleven (11) person Board, consisting of two (2) members of the Placer County Board of Supervisors, and one (1) member each appointed by the El Dorado County Board of Supervisors, the Cities of Auburn, Colfax, Grass Valley, Rocklin, Lincoln, Nevada City, Placerville and the Town of Loomis that becomes a signatory to this Agreement ("Board Member").

The Board of Supervisors from Placer County, the Board of Supervisors from El Dorado County, and the City/Town Councils set out above shall respectfully appoint such member(s) and not less than one alternate member. The term of office of each Board Member and respective alternate may be terminated at any time by the appointing Board of Supervisors or City/Town Council. The designated alternate shall have authority to attend, participate, and vote at any meeting of the Board or committee whenever the regular member, for whom they are designated to act as an alternate, is absent from the meeting.

2. Effective Date. This Amendment shall take effect and become operative after the Cities of Grass Valley and Nevada City each approve and sign the Amendment and after the CPUC certifies the Implementation Plan field by Pioneer to include the Cities of Grass Valley and Nevada City.

3. Counterparts. This Amendment may be executed in counterparts and be as valid and binding as if each Member signed the same copy. A faxed or scanned copy of the executed signature page shall be sufficient to cause the terms of this Amendment to become fully operative. The effective date of this Amendment shall be the date it is approved by the Pioneer Board.

4. Except as specifically amended above, all other provisions of the Amended and Restated JPA shall remain in full force and effect.

IN WITNESS WHEREOF, the Voting Members have executed this Amendment No. 5 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy.

EXECUTED ON

By Lori Parlin
Chairman, Board of Supervisors

COUNTY OF EL DORADO, a political subdivision

And approved as to form 10/25/2022

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

COUNTY OF PLACER, a political subdivision

And approved as to form _____

By _____
Chairman, Board of Supervisors

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

CITY OF AUBURN, a Municipal Corporation

EXECUTED ON

By _____
Mayor, City Council

And approved as to form _____
Gary Bell, City Attorney

ATTEST:

_____
Amy Lind, City Clerk

SIGNATURES CONTINUED ON NEXT PAGE

CITY OF COLFAX, a Municipal Corporation

EXECUTED ON

And approved as to form

By

City Manager, Wes Heathcock

ATTEST:

Marguerite Bailey

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF GRASS VALLEY, a Municipal Corporation

And approved as to form

By
Mayor, City Council

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

CITY OF LINCOLN, a Municipal Corporation

EXECUTED ON

And approved as to form

By _____
Mayor, City Council

ATTEST:

_____

SIGNATURES CONTINUED ON NEXT PAGE

TOWN OF LOOMIS, a Municipal Corporation And

EXECUTED ON:
October 11, 2022

approved as to form

By _____
Mayor/Town Council

Town Manager

ATTEST:

Deputy Town Clerk

EXECUTED ON

By _____
Mayor, City Council

CITY OF NEVADA CITY, a Municipal Corporation

And approved as to form

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF PLACERVILLE, a Municipal Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST:
_____

SIGNATURES CONTINUED ON NEXT PAGE

CITY OF ROCKLIN, a Municipal Corporation

EXECUTED ON

And approved as to form

Sheri Chapman, City Attorney

By

Mayor, City Council

ATTEST:

Hope Ithurburn, City Clerk

SIGNATURES CONTINUED ON NEXT PAGE

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **ELIZABETH EHRENSTROM – HUMAN RESOURCE/RISK MANAGER**
MEGAN WILLIAMS - HUMAN RESOURCE ANALYST

RE: **REVIEW AND ADOPTION OF THE UPDATED 2025 SALARY SCHEDULE INCLUDING THE 3% COST OF LIVING INCREASES**

DATE: **FEBRUARY 18, 2025**

SUMMARY

The purpose of this report is to present the updated salary schedule to the Mayor and City Council for review and approval. The updates incorporate the most recent Cost-of-Living Adjustments (COLA) per the Memorandum of Understanding (MOU) contracts for each unit and department heads that was effective December 23, 2024.

DISCUSSION

The 3% increase, effective December 23, 2024, has been applied across all relevant pay ranges. The revised salary schedule is included as an attachment for detailed review. Staff is available to address any questions or provide further clarification as needed.

FISCAL IMPACT

The fiscal impact of the COLA adjustments has been accounted for within the City's approved budget for the current fiscal year.

RECOMMENDATION

Staff recommend that the City Council approve the revised salary schedule as presented.

ATTACHMENTS

2025 Salary Schedule

CITY OF OROVILLE MASTER SALARY SCHEDULE

Revised: June 4, 2024 **Approved by Council: 06/18/2024**

ELECTED OFFICIAL'S STIPEND SCHEDULE

Mayor	**$600**	**Monthly**	**Plus $5/Mtg. Up to 2 Mtgs. Per Month**
Council Members	**$500**	**Monthly**	
Treasurer	**$500**	**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	**$168,132**	**$176,538**	**$185,365**	**$194,633**	**$204,365**	**$214,583**	**$225,312**	**Bonus***	**Annual**
	$14,011.00	$14,711.50	$15,447.08	$16,219.42	$17,030.42	$17,881.92	$18,776.00		Monthly
	$80.8327	$84.8740	$89.1178	$93.5736	$98.2524	$103.1649	$108.3231		Hourly
Police Chief	**$135,465**	**$142,238**	**$149,350**	**$156,817**	**$164,658**	**$172,891**	**$181,536**	**$190,612**	**Annual**
	$11,288.73	$11,853.16	$12,445.82	$13,068.11	$13,721.52	$14,407.59	$15,127.97	$15,884.37	Monthly
	$65.1273	$68.3836	$71.8028	$75.3929	$79.1626	$83.1207	$87.2768	$91.6406	Hourly
Department Heads	**$122,282**	**$128,714**	**$135,486**	**$142,619**	**$150,123**	**$158,028**	**$166,345**	**$175,100**	**Annual**
	$10,190.13	$10,726.16	$11,290.52	$11,884.91	$12,510.21	$13,168.98	$13,862.08	$14,591.67	Monthly
	$58.7892	$61.8817	$65.1376	$68.5668	$72.1743	$75.9749	$79.9736	$84.1827	Hourly
Assistant Police Chief	**$117,795**	**$123,685**	**$129,869**	**$136,363**	**$143,181**	**$150,340**	**$157,857**	**$165,750**	**Annual**
	$9,816.28	$10,307.10	$10,822.45	$11,363.57	$11,931.75	$12,528.34	$13,154.76	$13,812.50	Monthly
	$56.6324	$59.4640	$62.4372	$65.5591	$68.8370	$72.2789	$75.8928	$79.6875	Hourly
Assistant Director of Public Work/	**$113,128**	**$118,784**	**$124,724**	**$130,960**	**$137,508**	**$144,383**	**$151,602**	**$159,182**	**Annual**
City Engineer	$9,427.33	$9,898.70	$10,393.64	$10,913.32	$11,458.98	$12,031.93	$12,633.53	$13,265.20	Monthly
	$54.3885	$57.1079	$59.9633	$62.9614	$66.1095	$69.4150	$72.8857	$76.5300	Hourly
Deputy City Clerk	**$78,553.10**	**$82,480.76**	**$86,604.79**	**$90,935.03**	**$95,481.78**	**$100,255.87**	**$105,268.67**	**$110,532.10**	**Annual**
	$6,546.09	$6,873.40	$7,217.07	$7,577.92	$7,956.82	$8,354.66	$8,772.39	$9,211.01	Monthly
	$37.7659	$39.6542	$41.6369	$43.7188	$45.9047	$48.1999	$50.6099	$53.1404	Hourly

OROVILLE MANAGER'S ASSOCIATION

CLASSIFICATION: TIER 1	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Police Lieutenant	**$102,430.78**	**$107,552.32**	**$112,929.94**	**$118,576.43**	**$124,505.25**	**$130,730.52**	**$137,267.04**	**$144,130.39**	**Annual**
	$8,535.90	$8,962.69	$9,410.83	$9,881.37	$10,375.44	$10,894.21	$11,438.92	$12,010.87	Monthly
	$49.2456	$51.7078	$54.2932	$57.0079	$59.8583	$62.8512	$65.9938	$69.2935	Hourly
Project Mgr./Sr. Civil Engineer	**$90,475.41**	**$94,999.18**	**$99,749.14**	**$104,736.60**	**$109,973.43**	**$115,472.10**	**$121,245.70**	**$127,307.99**	**Annual**
	$7,539.62	$7,916.60	$8,312.43	$8,728.05	$9,164.45	$9,622.67	$10,103.81	$10,609.00	Monthly
	$43.4978	$45.6727	$47.9563	$50.3541	$52.8718	$55.5154	$58.2912	$61.2058	Hourly
IT Manager	**$103,817**	**$109,008**	**$114,458**	**$120,181**	**$126,190**	**$132,499**	**$139,124**	**$146,081**	**Annual**
	$8,651.40	$9,083.97	$9,538.17	$10,015.08	$10,515.83	$11,041.62	$11,593.70	$12,173.39	Monthly
	$49.9119	$52.4075	$55.0279	$57.7793	$60.6682	$63.7017	$66.8867	$70.2311	Hourly
Airport Manager	**$80,392.35**	**$87,078.84**	**$91,434.25**	**$96,006.19**	**$100,805.93**	**$105,845.89**	**$111,138.46**	**$116,696.08**	**Annual**
Building Official	$6,699.36	$7,256.57	$7,619.52	$8,000.52	$8,400.49	$8,820.49	$9,261.54	$9,724.67	Monthly
	$38.65	$41.86	$43.96	$46.16	$48.46	$50.89	$53.43	$56.10	Hourly

Public Works Manager	**$80,231.89**	**$84,243.48**	**$91,251.75**	**$95,814.56**	**$100,604.72**	**$105,634.62**	**$110,916.63**	**$116,463.15**	**An**
	$6,685.99	$7,020.29	$7,604.31	$7,984.55	$8,383.73	$8,802.89	$9,243.05	$9,705.26	Mo
	$38.5730	$40.5017	$43.8710	$46.0647	$48.3677	$50.7859	$53.3253	$55.9919	Hourly
Accounting Manager	**$80,737.35**	**$84,774.22**	**$91,826.64**	**$96,418.19**	**$101,238.53**	**$106,300.12**	**$111,615.40**	**$117,196.87**	**Annual**
HR Manager	$6,728.11	$7,064.52	$7,652.22	$8,034.85	$8,436.54	$8,858.34	$9,301.28	$9,766.41	Monthly
Deputy Clerk	$38.8160	$40.7568	$44.1474	$46.3549	$48.6724	$51.1058	$53.6613	$56.3446	Hourly
OPOA SWORN AND NON-SWORN 1ST TIER									
CLASSIFICATION: TIER 1	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**	**STEP F**			
Sergeant	**$94,108.28**	**$98,813.69**	**$103,754.38**	**$108,942.10**	**$114,389.20**	**$120,108.66**	**Annual**		
	$7,842.36	$8,234.47	$8,646.20	$9,078.51	$9,532.43	$10,009.05	Monthly		
	$45.2444	$47.5066	$49.8819	$52.3760	$54.9948	$57.7445	Hourly		
Rotational Detective/OIC	**$86,265.93**	**$90,579.23**	**$95,108.19**	**$99,863.60**	**$104,856.78**	**$110,099.62**	**Annual**		
10% Above Police Officer	$7,188.83	$7,548.27	$7,925.68	$8,321.97	$8,738.06	$9,174.97	Monthly		
	$41.4740	$43.5477	$45.7251	$48.0113	$50.4119	$52.9325	Hourly		
Police Officer	**$78,423.57**	**$82,344.75**	**$86,461.99**	**$90,785.09**	**$95,324.34**	**$100,090.56**	**Annual**		
	$6,535.30	$6,862.06	$7,205.17	$7,565.42	$7,943.70	$8,340.88	Monthly		
	$37.7036	$39.5888	$41.5683	$43.6467	$45.8290	$48.1205	Hourly		
Reserve Police Officer	$37.7036	$39.5888	$41.5683	$43.6467	$45.8290	$48.1205	**Hourly**		
Reserve Investigator	$25.0000						**Hourly**		
CLASSIFICATION: TIER 1	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**	**STEP F**	**STEP G**		
Police Dispatch Supervisor	**$63,476.84**	**$66,650.68**	**$69,983.22**	**$73,482.38**	**$77,156.50**	**$81,014.32**	**$85,065.04**	**Annual**	
	$5,289.74	$5,554.22	$5,831.93	$6,123.53	$6,429.71	$6,751.19	$7,088.75	Monthly	
	$30.5177	$32.0436	$33.6458	$35.3281	$37.0945	$38.9492	$40.8967	Hourly	
Public Information Officer	**61,627.99**	**64,709.39**	**67,944.86**	**71,342.10**	**74,909.21**	**78,654.67**	**82,587.40**	**Annual**	
	$5,135.67	$5,392.45	$5,662.07	$5,945.18	$6,242.43	$6,554.56	$6,882.28	Monthly	
	$29.6288	$31.1103	$32.6658	$34.2991	$36.0140	$37.8147	$39.7055	Hourly	
Police Admin. Assistant	**$46,047.18**	**$48,349.54**	**$50,767.02**	**$53,305.37**	**$55,970.64**	**$58,769.17**	**$61,707.63**	**Annual**	
	$3,837.27	$4,029.13	$4,230.58	$4,442.11	$4,664.22	$4,897.43	$5,142.30	Monthly	
	$22.1381	$23.2450	$24.4072	$25.6276	$26.9090	$28.2544	$29.6671	Hourly	
Police Dispatcher	**$49,588.32**	**$52,067.74**	**$54,671.12**	**$57,404.68**	**$60,274.91**	**$63,288.66**	**$66,453.09**	**Annual**	
	$4,132.36	$4,338.98	$4,555.93	$4,783.72	$5,022.91	$5,274.05	$5,537.76	Monthly	
	$23.8405	$25.0326	$26.2842	$27.5984	$28.9783	$30.4272	$31.9486	Hourly	
MLE	**$44,904.70**	**$47,149.94**	**$49,507.44**	**$51,982.81**	**$54,581.95**	**$57,311.05**	**$60,176.60**	**Annual**	
	$3,742.06	$3,929.16	$4,125.62	$4,331.90	$4,548.50	$4,775.92	$5,014.72	Monthly	
	$21.5888	$22.6682	$23.8017	$24.9917	$26.2413	$27.5534	$28.9311	Hourly	
Police Records Techician	**$42,759.42**	**$44,897.39**	**$47,142.26**	**$49,499.37**	**$51,974.34**	**$54,573.06**	**$57,301.71**	**Annual**	
	$3,563.29	$3,741.45	$3,928.52	$4,124.95	$4,331.20	$4,547.75	$4,775.14	Monthly	
	$20.5574	$21.5853	$22.6645	$23.7978	$24.9877	$26.2370	$27.5489	Hourly	
Police Recruit	**$60,538.29**							**Annual**	
	$5,044.86							Monthly	

	$29.1049							Hourly	
MASTER SALARY SCHEDULE									
CLASSIFICATION:	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**	**STEP F**	**STEP G**	**STEP H**	
Associate Civil Engr.	**$81,519.18**	**$85,595.14**	**$89,874.89**	**$94,368.64**	**$99,087.07**	**$104,041.42**	**$109,243.49**	**$114,705.67**	**Annual**
	$6,793.26	$7,132.93	$7,489.57	$7,864.05	$8,257.26	$8,670.12	$9,103.62	$9,558.81	Monthly
	$39.1919	$41.1515	$43.2091	$45.3695	$47.6380	$50.0199	$52.5209	$55.1470	Hourly
Assistant Civil Engr.	**$74,876.88**	**$78,620.72**	**$82,551.76**	**$86,679.35**	**$91,013.32**	**$95,563.98**	**$100,342.18**	**$105,359.29**	**Annual**
	$6,239.74	$6,551.73	$6,879.31	$7,223.28	$7,584.44	$7,963.67	$8,361.85	$8,779.94	Monthly
	$35.9985	$37.7984	$39.6883	$41.6728	$43.7564	$45.9442	$48.2414	$50.6535	Hourly
IT Analyst	**$70,109.01**	**$73,614.46**	**$77,295.18**	**$81,159.94**	**$85,217.94**	**$89,478.84**	**$93,952.78**	**$98,650.42**	**Annual**
	$5,842.42	$6,134.54	$6,441.27	$6,763.33	$7,101.49	$7,456.57	$7,829.40	$8,220.87	Monthly
	$33.7063	$35.3916	$37.1611	$39.0192	$40.9702	$43.0187	$45.1696	$47.4281	Hourly
Fire Marshal/Inspector	**$65,102.18**	**$68,357.29**	**$71,775.15**	**$75,363.91**	**$79,132.11**	**$83,088.71**	**$87,243.15**	**$91,605.30**	**Annual**
	$5,425.18	$5,696.44	$5,981.26	$6,280.33	$6,594.34	$6,924.06	$7,270.26	$7,633.78	Monthly
	$31.2991	$32.8641	$34.5073	$36.2326	$38.0443	$39.9465	$41.9438	$44.0410	Hourly
Associate Planner	**$64,767.61**	**$68,005.99**	**$71,406.29**	**$74,976.61**	**$78,725.44**	**$82,661.71**	**$86,794.80**	**$91,134.54**	**Annual**
Recycling Coordinator	$5,397.30	$5,667.17	$5,950.52	$6,248.05	$6,560.45	$6,888.48	$7,232.90	$7,594.54	Monthly
	$31.1383	$32.6952	$34.3299	$36.0464	$37.8488	$39.7412	$41.7283	$43.8147	Hourly
GIS Specialist	**$62,168.24**	**$65,276.65**	**$68,540.48**	**$71,967.51**	**$75,565.88**	**$79,344.18**	**$83,311.39**	**$87,476.96**	**Annual**
	$5,180.69	$5,439.72	$5,711.71	$5,997.29	$6,297.16	$6,612.01	$6,942.62	$7,289.75	Monthly
	$29.8886	$31.3830	$32.9522	$34.5998	$36.3298	$38.1462	$40.0536	$42.0562	Hourly
Code Enforcement Technician III	**$63,514.95**	**$66,690.70**	**$70,025.23**	**$73,526.49**	**$77,202.82**	**$81,062.96**	**$85,116.11**	**$89,371.91**	**Annual**
	$5,292.91	$5,557.56	$5,835.44	$6,127.21	$6,433.57	$6,755.25	$7,093.01	$7,447.66	Monthly
	$30.5360	$32.0628	$33.6660	$35.3493	$37.1167	$38.9726	$40.9212	$42.9673	Hourly
Sr. Admin/SBF/PIO	**$61,116.93**	**$64,172.78**	**$67,381.42**	**$70,750.49**	**$74,288.01**	**$78,002.41**	**$81,902.53**	**$85,997.66**	**Annual**
Assistant City Clerk	$5,093.08	$5,347.73	$5,615.12	$5,895.87	$6,190.67	$6,500.20	$6,825.21	$7,166.47	Monthly
Cultural Facilities Curator	$29.3831	$30.8523	$32.3949	$34.0147	$35.7154	$37.5012	$39.3762	$41.3450	Hourly
Accounting Analyst	**$60,454.82**	**$63,477.56**	**$66,651.44**	**$69,984.01**	**$73,483.21**	**$77,157.37**	**$81,015.24**	**$85,066.00**	**Annual**
	$5,037.90	$5,289.80	$5,554.29	$5,832.00	$6,123.60	$6,429.78	$6,751.27	$7,088.83	Monthly
	$29.0648	$30.5181	$32.0440	$33.6462	$35.3285	$37.0949	$38.9496	$40.8971	Hourly
Assistant Planner	**$57,882.96**	**$60,777.11**	**$63,815.96**	**$67,006.76**	**$70,357.10**	**$73,874.95**	**$77,568.70**	**$81,447.14**	**Annual**
	$4,823.58	$5,064.76	$5,318.00	$5,583.90	$5,863.09	$6,156.25	$6,464.06	$6,787.26	Monthly
	$27.8283	$29.2198	$30.6808	$32.2148	$33.8255	$35.5168	$37.2926	$39.1573	Hourly
Signal Tech/Electrician	**$58,997.37**	**$61,947.24**	**$65,044.60**	**$68,296.83**	**$71,711.67**	**$75,297.26**	**$79,062.12**	**$83,015.22**	**Annual**
	$4,916.45	$5,162.27	$5,420.38	$5,691.40	$5,975.97	$6,274.77	$6,588.51	$6,917.94	Monthly
	$28.3641	$29.7823	$31.2714	$32.8350	$34.4768	$36.2006	$38.0106	$39.9112	Hourly
Human Resource Analyst	**$56,185.47**	**$58,994.74**	**$61,944.48**	**$65,041.70**	**$68,293.79**	**$71,708.48**	**$75,293.90**	**$79,058.60**	**Annual**
	$4,682.12	$4,916.23	$5,162.04	$5,420.14	$5,691.15	$5,975.71	$6,274.49	$6,588.22	Monthly
	$27.0122	$28.3629	$29.7810	$31.2701	$32.8336	$34.4752	$36.1990	$38.0089	Hourly
Admin/Program Analyst II	**$56,137.06**	**$58,943.91**	**$61,891.11**	**$64,985.66**	**$68,234.95**	**$71,646.69**	**$75,229.03**	**$78,990.48**	**Annu**
Construction Inspector	$4,678.09	$4,911.99	$5,157.59	$5,415.47	$5,686.25	$5,970.56	$6,269.09	$6,582.54	Mont

Building Inspector	$26.9890	$28.3384	$29.7553	$31.2431	$32.8053	$34.4455	$36.1678	$37.9762	Ho
Lead Equipment Mechanic									
Lead Public Works Operator									
Lead Tree Worker									
Lead Collection System Operator									
Code Enforcement Technician II	**$54,768.19**	**$57,506.60**	**$60,381.93**	**$63,401.03**	**$66,571.08**	**$69,899.63**	**$73,394.61**	**$77,064.34**	**Annual**
	$4,564.02	$4,792.22	$5,031.83	$5,283.42	$5,547.59	$5,824.97	$6,116.22	$6,422.03	Monthly
	$26.3309	$27.6474	$29.0298	$30.4813	$32.0053	$33.6056	$35.2859	$37.0502	Hourly
Program Analyst I	**$50,857.42**	**$53,400.30**	**$56,070.31**	**$58,873.83**	**$61,817.52**	**$64,908.39**	**$68,153.81**	**$71,561.50**	**Annual**
Comm. Devel. Technician III	$4,238.12	$4,450.02	$4,672.53	$4,906.15	$5,151.46	$5,409.03	$5,679.48	$5,963.46	Monthly
	$24.4507	$25.6732	$26.9569	$28.3047	$29.7200	$31.2060	$32.7663	$34.4046	Hourly
Code Enforcement Technician	**$49,617.16**	**$52,098.02**	**$54,702.92**	**$57,438.06**	**$60,309.97**	**$63,325.47**	**$66,491.74**	**$69,816.33**	**Annual**
	$4,134.76	$4,341.50	$4,558.58	$4,786.51	$5,025.83	$5,277.12	$5,540.98	$5,818.03	Monthly
	$23.8544	$25.0471	$26.2995	$27.6145	$28.9952	$30.4449	$31.9672	$33.5655	Hourly
Sr. Administrative Assistant	**$48,406.91**	**$50,827.26**	**$53,368.62**	**$56,037.05**	**$58,838.90**	**$61,780.85**	**$64,869.89**	**$68,113.38**	**Annual**
	$4,033.91	$4,235.60	$4,447.38	$4,669.75	$4,903.24	$5,148.40	$5,405.82	$5,676.12	Monthly
	$23.2726	$24.4362	$25.6580	$26.9409	$28.2879	$29.7023	$31.1874	$32.7468	Hourly
Equipment Mechanic	**$47,226.53**	**$49,587.86**	**$52,067.25**	**$54,670.61**	**$57,404.14**	**$60,274.35**	**$63,288.07**	**$66,452.47**	**Annual**
	$3,935.54	$4,132.32	$4,338.94	$4,555.88	$4,783.68	$5,022.86	$5,274.01	$5,537.71	Monthly
	$22.7051	$23.8403	$25.0323	$26.2839	$27.5981	$28.9781	$30.4270	$31.9483	Hourly
Public Works Operator III	**$46,074.99**	**$48,378.74**	**$50,797.68**	**$53,337.56**	**$56,004.44**	**$58,804.66**	**$61,744.89**	**$64,832.14**	**Annual**
Comm. Devel. Technician II	$3,839.58	$4,031.56	$4,233.14	$4,444.80	$4,667.04	$4,900.39	$5,145.41	$5,402.68	Monthly
	$22.1514	$23.2590	$24.4220	$25.6431	$26.9252	$28.2715	$29.6850	$31.1693	Hourly
Accounting Technician III	**$49,618.19**	**$52,099.10**	**$54,704.05**	**$57,439.26**	**$60,311.22**	**$63,326.78**	**$66,493.12**	**$69,817.78**	**Annual**
	$4,134.85	$4,341.59	$4,558.67	$4,786.60	$5,025.94	$5,277.23	$5,541.09	$5,818.15	Monthly
	$23.8549	$25.0476	$26.3000	$27.6150	$28.9958	$30.4456	$31.9678	$33.5662	Hourly
Apprentice Electrician	**$48,105.72**	**$50,511.00**	**$53,036.55**	**$55,688.38**	**$58,472.80**	**$61,396.44**	**$64,466.26**	**$67,689.58**	**Annual**
	$4,008.81	$4,209.25	$4,419.71	$4,640.70	$4,872.73	$5,116.37	$5,372.19	$5,640.80	Monthly
	$23.1277	$24.2841	$25.4983	$7.0000	$28.1119	$29.5175	$30.9934	$32.5431	Hourly
Accounting Technician II	**$44,958.47**	**$47,206.39**	**$49,566.71**	**$52,045.05**	**$54,647.30**	**$57,379.67**	**$60,248.65**	**$63,261.08**	**Annual**
	$3,746.54	$3,933.87	$4,130.56	$4,337.09	$4,553.94	$4,781.64	$5,020.72	$5,271.76	Monthly
	$21.6146	$22.6954	$23.8302	$25.0217	$26.2727	$27.5864	$28.9657	$30.4140	Hourly
Public Works Operator II	**$43,854.96**	**$46,047.71**	**$48,350.09**	**$50,767.60**	**$53,305.98**	**$55,971.28**	**$58,769.84**	**$61,708.33**	**Annual**
Parks Maint. Technician II	$3,654.58	$3,837.31	$4,029.17	$4,230.63	$4,442.16	$4,664.27	$4,897.49	$5,142.36	Monthly
Building Maint. Tech II	$21.0841	$22.1383	$23.2452	$24.4075	$25.6279	$26.9093	$28.2547	$29.6675	Hourly
Collection System Operator II									
Administrative Assistant									
Human Resource Technician	**$42,571.59**	**$44,700.17**	**$46,935.18**	**$49,281.94**	**$51,746.03**	**$54,333.34**	**$57,050.00**	**$59,902.50**	**Annual**
	$3,547.63	$3,725.01	$3,911.26	$4,106.83	$4,312.17	$4,527.78	$4,754.17	$4,991.88	Monthly
	$20.4671	$21.4905	$22.5650	$23.6932	$24.8779	$26.1218	$27.4279	$28.7993	Hour

Comm. Devel. Technician I	**$41,741.78**	**$43,828.87**	**$46,020.31**	**$48,321.33**	**$50,737.39**	**$53,274.26**	**$55,937.98**	**$58,734.88**	**An**
	$3,478.48	$3,652.41	$3,835.03	$4,026.78	$4,228.12	$4,439.52	$4,661.50	$4,894.57	Mo
	$20.0682	$21.0716	$22.1252	$23.2314	$24.3930	$25.6126	$26.8933	$28.2379	Hourly
Accounting Technician	**$40,731.35**	**$42,767.92**	**$44,906.31**	**$47,151.63**	**$49,509.21**	**$51,984.67**	**$54,583.90**	**$57,313.10**	**Annual**
	$3,394.28	$3,563.99	$3,742.19	$3,929.30	$4,125.77	$4,332.06	$4,548.66	$4,776.09	Monthly
	$19.5824	$20.5615	$21.5896	$22.6691	$23.8025	$24.9926	$26.2423	$27.5544	Hourly
Public Works Operator I	**$42,149.66**	**$44,257.14**	**$46,470.00**	**$48,793.50**	**$51,233.18**	**$53,794.83**	**$56,484.58**	**$59,308.80**	**Annual**
Parks Maint. Technician I	$3,512.47	$3,688.10	$3,872.50	$4,066.13	$4,269.43	$4,482.90	$4,707.05	$4,942.40	Monthly
Collection System Operator I	$20.2643	$21.2775	$22.3413	$23.4584	$24.6313	$25.8629	$27.1560	$28.5138	Hourly
Custodian	**$37,831.90**	**$39,723.50**	**$41,709.67**	**$43,795.15**	**$45,984.91**	**$48,284.16**	**$50,698.36**	**$53,233.28**	**Annual**
	$3,152.66	$3,310.29	$3,475.81	$3,649.60	$3,832.08	$4,023.68	$4,224.86	$4,436.11	Monthly
	$18.1884	$19.0978	$20.0527	$21.0554	$22.1081	$23.2135	$24.3742	$25.5929	Hourly
Staff Assistant	**$38,950.48**	**$40,898.00**	**$42,942.90**	**$45,090.05**	**$47,344.55**	**$49,711.78**	**$52,197.37**	**$54,807.24**	**Annual**
	$3,245.87	$3,408.17	$3,578.58	$3,757.50	$3,945.38	$4,142.65	$4,349.78	$4,567.27	Monthly
	$18.7262	$19.6625	$20.6456	$21.6779	$22.7618	$23.8999	$25.0949	$26.3496	Hourly
Community Navigator	**42,767.36**	**$44,905.73**	**$47,151.02**	**$49,508.57**	**$51,983.99**	**$54,583.19**	**$57,312.35**	**$60,177.97**	**Annual**
	3563.946775	$3,742.14	$3,929.25	$4,125.71	$4,332.00	$4,548.60	$4,776.03	$5,014.83	Monthly
	20.5612	21.5893	22.6688	23.8022	24.9923	26.2419	27.5540	28.9317	Hourly

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
07/01/21 OCEA 3%, OMA Misc 3%, OMA Saf 4%, OPOA 4%
01/04/22 Added Recycling Coordinator, Increase in Minimum wage
07/01/22 OCEA 3%, OMA Misc 3%, OMA Saf 4%

07/25/22 3% Salary increase for all City employees
11/28/22 Moving OPD Employees to top 3 Steps and Increase City Administrator Salary Range by 25%, Suspended 2nd Tier Salaries
05/02/23 Establishing salary range for Police Chief and Assistant Police Chief.
02/20/24 Adding Assistant Director of Public Works/City Engineer and Electrician Apprentice
04/16/24 Established New Salary Range for IT Manager
09/17/24 Coucil Action for OPOA Non Sworn MLE Salary Range Increase
12/23/24 3% COLA for OCEA, OPOA, OMA

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **AMY BERGSTRAND, DIRECTOR**
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT

RE: **AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT LLC TO EXTEND EXPIRATION DATE.**

DATE: **FEBRUARY 18, 2025.**

SUMMARY

The City Council may consider amending the Professional Services Agreement with Trover Construction Project Management LLC to extend the contract for an additional two (2) years to perform contractor services for the City of Oroville Owner-occupied Housing Rehabilitation (OOR) Program and inspection services for the First Time Home Buyer (FTHB) Program. After the 20-CDBG-12067 grant expired the program was awarded additional grant funding under 20-PLHA-15545, therefore staff would like to extend the agreement with Trover Construction Project Management LLC to continue providing services for the OOR Program as well as additional assistance with administering FTHB inspections.

DISCUSSION

The Council may consider amending Professional Services Agreement No. 3396-1 for owner-occupied rehabilitation contractor services for the City of Oroville Housing Rehabilitation Program. The following is an example of the types of services that the Contractor provides:

- Conduct a project evaluation of the applicant's property
- Prepare Work Write-up
- Conduct Bid Walk-Thru
- Conduct and attend Bid Opening
- Perform as liaison to work with selected general contractors, homeowner, and city staff
- Conduct Progress Payment Inspections
- Submit Progress Payment Requests to Housing staff for processing
- Obtain Permits
- Schedule or perform necessary inspections (Lead-based paint inspections, city inspections)
- Ensure all projects comply with current California Building Code Requirements
- Sign off on Project Completion
- Conduct Building Code Compliance and Health and Safety Inspections for applicants of the City's First Time Homebuyer Program.

Other Services, as needed.

The fee schedule for OOR is as follows:

- Trover Construction Project Management LLC - $130.00 per hour average (not to exceed $165.00 per hour).
- Schedule breakdown:
    - Project Manager $165.00 per hour
    - Assistant Project Manager $145.00 per hour
    - Project Engineer/Coordinator $120.00 per hour

The fee schedule for FTHB is as follows:

- Trover Construction Project Management LLC - $750 flat rate

The agreement was for a period of two (2) years, expiring on December 21, 2023, with a previous extension until December 31, 2024. Staff is seeking authorization from the Council to extend the agreement with Trover Construction Project Management LLC for a second time, to December 31, 2026 to ensure that the City's OOR Program may continue to service the targeted population as well as assist with inspections for the City's FTHB Program.

FISCAL IMPACT

No General Fund impact. Funding will be provided from Permanent Local Housing Allocation (PLHA) PLHA15545 Account No. 1401600-6360-PLHA15545 for ORR, and various FTHB funds including (23A-CDBG-PI-HA-10002 fund PI10002AD, CALHOME RLF 2282280-CALHOME RLF) and the 2023 HOME grant that does not yet have a contract number.

RECOMMENDATION

Adopt Resolution No. 9348 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO AMEND A PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT LLC TO PROVIDE PROGRAM SERVICES THROUGH DECEMBER 31, 2026 (Agreement No. 3535)

ATTACHMENTS

A – Resolution No. 9348
B – Agreement No. 3535

CITY OF OROVILLE
RESOLUTION NO. 9348

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO AMEND A PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT LLC TO PROVIDE REHABILITATION CONTRACTOR SERVICES FOR THE OWNER-OCCUPIED REHABILITATION PROGRAM THROUGH DECEMBER 31, 2026.

(Agreement No.3396-2)

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

1. The Mayor is hereby authorized and directed to amend a professional agreement with Trover Construction Project Management LLC to provide owner-occupied rehabilitation contractor services through December 31, 2026. 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 February 18 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

AGREEMENT FOR REHAB CONTRACTOR SERVICES
Agreement No. 3535

This Agreement is made and entered into as of February 18, 2025, 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. As well as inspection services for the First Time Home Buyers Program.
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
- Conduct First Time Homebuyer Inspections and re-inspections
- 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 31, 2026.

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.

   First Time Home Buyer fees will be a flat rate of $750.

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 he 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: **Brian Ring, 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: _____
David Pittman, 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:_____
Kayla Reaster, Assistant City Clerk

Attachments:

Exhibit A -- Insurance Requirements

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **FRED MAYO, DIRECTOR OF PUBLIC WORKS**

RE: **LOTT HOME PAINTING AND DRY ROT REPAIR PROJECT – FUND CORRECTION**

DATE: **FEBRUARY 18, 2025**

SUMMARY

This item was brought before City Council on February 4, 2025 with an incorrect funding source listed. This item is being brought forward to correct that the funds for the Lott Home Painting and Dry Rot Repair Project are to come from the Capital Improvement Project Fund.

DISCUSSION

The C. F. Lott House was built in 1856 and now functions as a City of Oroville Museum and Park. In recent years the house has developed wood rot that needs to be repaired for the structural integrity of the house and its longevity. The exterior paint is chipping and needs to be replaced. This project will ensure the house maintains its integrity and improves its aesthetic appearance for the benefit of the City and its visitors.

On December 16, 2024, a Request for Proposal was advertised for the Lott Home Painting and Dry Rot Repair Project. Due to the uncertainty of the Lott home and its adjacent structures containing hazardous material, two separate bid schedules were requested – Bid Schedule #1 assumed there was hazardous material that would need to be mitigated and disposed of properly, and Bid Schedule #2 assumed Hazardous Materials were not present. The awarded contractor will test for hazardous materials. Five (5) proposals were received by the due date on Tuesday, January 21, 2025. Proposal results were as follows:

Company	Bid Schedule #1
CMA Painting Inc	$154,299
CRBR	$200,000
Perfection Painting Co	$246,400
Color New Co.	$356,320
Reliant Inc	$419,700

Company	Bid Schedule #2
CMA Painting Inc	$145,899
CRBR	$181,840
Perfection Painting Co	$231,400
Reliant Inc	$288,200
Color New Co.	$303,600

Additionally, the City wanted to ensure the companies submitting proposals had experience in similar work so a Statement of Qualifications was required. Results from the Statement of Qualifications are as follows:

Company	SOQ Score	Rank	Notes
Color New Co.	165	1	
Reliant Inc	158	2	
CMA Painting Inc.	156	3	
Perfection Painting Co.	153	4	
CRBR	N/A	N/A	No Statement of Qualifications Submitted

All companies appear to be well-qualified for the work to be performed. Though Color New Co. ranked higher in than CMA Painting Inc. on their Statement of Qualifications, this was primarily due to the number of projects that had been completed in the last two years: Color New completing 45 projects and CMA Painting Inc. completing 5.

Despite CMA Painting Inc. ranking 3rd in it's Statement of Qualifications, it was the lowest responsive and responsible bid for both Bid Schedules Nos. 1 and 2 and still appears to be well qualified to complete the work. Staff recommends proceeding with an agreement with CMA Painting Inc.

CMA Painting Inc. can begin work immediately. The City has asked the Contractor to aim for substantial completion by March 1, when the Lott Home is expected to reopen to the public. This substantial completion date may be delayed pending weather.

FISCAL IMPACT

This project has a budget of $200,000 for this Fiscal Year in the Capital Improvement Project Fund. Depending on the presence of hazardous materials, the project is estimated to cost between $145,899 and $154,299 as proposed. Due to the uncertainty in the amount of dry rot needing repair, it is suggested the budget contain a 25% contingency of $38,574.75, for a total amount not to exceed $192,873.75.

ACTION REQUESTED -

AUTHORIZE THE FUNDING TO COME FROM THE CAPITAL IMPROVEMENT PROJECT FUND.

ATTACHMENTS

CITY OF OROVILLE
STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINSTRATOR

RE: SUPPORT FOR FEDERAL FUNDING OF SELF-HELP HOUSING

DATE: **FEBRUARY 18, 2025**

SUMMARY

The City Council shall consider approving the Mayor to sign and transmit the attached letter to Representative Doug LaMalfa's office, advocating for increased federal funding for the USDA Rural Development mutual self-help housing program.

DISCUSSION

The City of Oroville has a longstanding commitment to promoting affordable housing opportunities for residents. In recent years, the devastating impact of multiple wildfires—including the Carr Fire, Camp Fire, North Complex Fire, Dixie Fire, and Park Fire—has exacerbated the region's housing crisis. Rising rents and a loss of vital housing stock have placed homeownership out of reach for many lower and middle-income families.

Community Housing Improvement Program (CHIP) has been instrumental in providing affordable homeownership opportunities in rural Northern California. The mutual self-help housing program, facilitated by CHIP and supported by USDA Rural Development, enables first-time homebuyers to build their own homes while contributing to the revitalization of local communities. However, recent federal funding cuts have severely impacted this program, limiting the number of families that can benefit.

FISCAL IMPACT

None.

ACTION REQUESTED

APPROVE THE LETTER AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

Drafted Letter

City of Oroville

OFFICE OF THE MAYOR

David Pittman
Office of the Mayor

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2535 FAX (530) 538-2468
www.cityoforoville.org

February 5, 2025
The Honorable Representative Doug LaMalfa
U.S. House of Representatives
Washington, DC 20515

Re: Federal Funding For Self-Help Housing

Dear Representative LaMalfa:

We ask that you support generous funding for the USDA Rural Development mutual self-help housing program. It is the only program that creates affordable, quality homeownership opportunities for entry level families in many of our small rural towns and unincorporated areas. Buying a home has become increasingly difficult to obtain, especially in the aftermath of the multiple wildfires that our area has endured in the last few years, including the Carr Fire, Camp Fire, the North Complex Fire, the Dixie Fire, and the Park Fire. Loss of vital housing stock has increased rents and moved homeownership out of reach for lower and middle-income families looking to buy their first home and develop roots in our community.

We strongly support CHIP's work over the last 40 years creating homes for the hard-working people in our region. CHIP's mutual self-help housing program has created and sustained thousands of jobs, revitalized hundreds of neighborhoods, and increased revenue for our rural towns and farming communities. For the homebuyers, the program provides housing stability, economic mobility, and the opportunity to build a true community from the ground up.

We understand that funding for the mutual self-help housing program has been cut, and fewer families in our region have the opportunity to partner with CHIP and USDA to build their own home. We strongly urge you to increase funding for this remarkable program and allow CHIP and other similar organizations across the county to continue with this essential work.
Thank you in advance for your consideration and support.

Sincerely,

David Pittman
Mayor

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAND AND CITY COUNCIL MEMBERS**

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

RE: **SALE OF CITY-OWNED PROPERTY LOCATED AT 1218 BIRD STREET**

DATE: **FEBRUARY 18, 2025**

SUMMARY

The Council will consider selling residential property located at 1218 Bird Street.

DISCUSSION

On May 16, 2023, City Council directed staff to initiate foreclosure related to the City of Oroville's interest in the Deed of Trust against the property in default located at 1218 Bird St. On November 30, 2023, the City was granted the property from the Estate Administrator through a Deed in Lieu of Foreclosure.

On February 6, 2024, City Council declared 1218 Bird Street exempt Surplus Land Act in order to satisfy the requirements of Government Code Section 52441(f)(1)(B), which allows surplus land to be declared as exempt from the Surplus Land Act if the land is less than one-half acre in area and is not contiguous to land owned by the state or local agency that is used for open space or low and moderate income housing purposes. The City then may dispose of the property for less than fair market value and under conditions that the City deems to be the best suited to the provision of such housing.

Subsequently on March 15, 2024, the State Department of Housing and Community Development Division of Housing Policy Development approved this exemption.

On July 8, 2024, the property was listed with the City's real estate broker for $343,000, then decreased to the price to $300,000 in August of 2024. Although there was initially interest in the property, an offer to purchase failed to materialize. In February, City Staff and the real estate broker agreed to lower the price to $275,000.

On February 11, 2025, City Staff received an offer of $275,000 from Mr. Garrett McCarter with a seller credit of $10,000 for closing costs and a 30-day escrow. The property will be owner-occupied.

FISCAL IMPACT

The Housing Program Fund (220) will receive the net revenue from the sale of this property.

RECOMMENDATION

1. **Adopt Resolution No. 9346 -** A RESOLUTION OF THE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR OR CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS RELATING TO THE SALE OF THE CITY-OWNED PROPERTY IDENTIFIED AS 1218 BIRD STREET, OROVILLE (APN.012-076-007) TO GARRETT MCCARTER FOR THE AMOUNT OF $275,000.

ATTACHMENTS

1. Resolution No. 9346

CITY OF OROVILLE
RESOLUTION NO. 9346

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR OR CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS RELATING TO THE SALE OF THE CITY-OWNED PROPERTY IDENTIFIED AS 1218 BIRD STREET, OROVILLE (APN.012-076-007) TO GARRETT MCCARTER FOR THE AMOUNT OF $275,000. (APN 012-076-007)

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

1. The Oroville City Council hereby approves the sale of the property located at 1218 Bird Street, Oroville, to Garrett McCarter for $275,000.

2. The Mayor or City Administrator is hereby authorized and directed to execute all documents and any amendments thereto necessary to initiate and complete foreclosure proceedings on 1218 Bird Street, Oroville CA, (APN 012-076-007) Oroville, California; and

3. 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 February 18, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
David Ritchie, City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

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

February 04, 2025
REGULAR MEETING
MINUTES

CALL TO ORDER / ROLL CALL

Council Members: Tracy Johnstone (absent), Chuck Reynolds, Scott Thomson, Janet Goodson, Shawn Webber (absent), Vice Mayor Eric Smith, Mayor David Pittman

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54957, the Council met with the Personnel Officer to discuss Public Employee Performance Evaluations. Position title: Department Heads and Contract employees.
2. Pursuant to Government Code Section 54957.6, the Council met with the Personnel Officer and City Attorney to discuss labor negotiations related to the following bargaining units: All Represented Units

OPEN SESSION

1. Announcement from Closed Session – No reportable action taken; direction given.

2. Pledge of Allegiance – Led by Council Member Thomson.

3. Adoption of Agenda –

   Motioned by: Vice Mayor Smith **Seconded by:** Council Member Goodson

   Ayes: Council Member(s) Reynolds, Thomson, Goodson, Vice Mayor Smith, Mayor Pittman

   Noes: None

   Abstained: None

   Absent: Council Member(s) Johnstone and Webber

PRESENTATIONS AND PROCLAMATIONS

1. <u>SWEARING IN OF NEW OFFICERS</u>

Interim Chief of Police Jason Wines swore in the new officers of the Oroville Police Department, Mauricio Moreno and Jason Young.

2. SOUTHSIDE SIDEWALK INITIATIVE

Council Member Goodson provided a presentation on a sidewalk initiative in South Oroville. Council provided direction to staff to look into what kind of funding may be available for this initiative.

The following member(s) of the public submitted public comment on this item: Levi Kniss, Pastor David Goodson, Teri Dubose – Congressman LaMalfa representative.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Tom Turk, Loni Lind – CalWater, and Bill Speer.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

Mayor Pittman: Made an announcement on the Pedestrian Hybrid Beacon going in on Spencer and Oro Dam Blvd.

Council Member Reynolds: Spoke on an upcoming concert by the South Oroville African American Historical Society being held at the State Theatre on Saturday, February 22, 2025.

Council Member Thomson: Spoke on his attendance at the inauguration of President Trump. Stated he was very impressed by Congressman LaMalfa and his staff, they were exemplary.

Vice Mayor Smith: Reminded the public that on March 15, the City of Oroville will again be named Tree City USA, following tradition.

2. Administration Reports

Brian Ring, City Administrator: Reported that the meetings had with the federal and state lobbyists went well. The meeting was to discuss City of Oroville's priorities.

Kayla Reaster, Assistant City Clerk: Made an announcement of an unscheduled vacancy on the Oroville Planning Commission and notified the public on how to apply, should they be interested.

Ron Belser, Director of Code Enforcement: Provided the Council with the latest Code Enforcement statistics in regard to cases, etc. There will be 2 more demolitions happenings in Southside due to safety concerns.

Frederick Mayo, Director of Public Works: Gave an update in regard to the personnel who worked the storm this past weekend. He also spoke on the Chinese New Year event. He asked that any flooding questions regarding the Argonaut Basin, be directed to him.

Jason Wines, Interim Chief of Police: Thanked staff. Expressed he's been amazed at the comradery and shared image of success that staff have for the organization.

CONSENT CALENDAR

Consent calendar **items 1 - 6** 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.

Items 2 and 3 were voted on separately. The other items were passed by the following vote:

Motioned by: Council Member Goodson **Seconded by:** Vice Mayor Smith

Ayes: Council Member(s) Reynolds, Thomson, Goodson, Vice Mayor Smith, Mayor Pittman

Noes: None

Abstained: None

Absent: Council Member(s) Johnstone and Webber

1. BROOKDALE DRIVE EMERGENCY CULVERT REPAIR

The City Council adopted Resolution No. 9343 approving a budget adjustment on the emergency repair completed on two 48" corrugated metal culverts on Brookdale Drive.

2. APPROVAL OF RESOLUTION ACCEPTING ALL DEEDS OFFERED BY DEDICATION FOR PUBLIC USE WITHIN THE MISSION OLIVE RANCH SUBDIVISION

The City Council approved Resolution No. 9344 accepting all deeds offered by dedication for public use within the Mission Olive Ranch Subdivision by the following vote:

Motioned by: Council Member Reynolds **Seconded by:** Council Member Goodson

Ayes: Council Member(s) Reynolds, Thomson, Goodson, Vice Mayor Smith

Noes: None

Abstained: Mayor Pittman

Absent: Council Member(s) Johnstone and Webber

3. RESOLUTION IMPLEMENTING CALFIRE 66-HOUR WORKWEEK

The City Council approved Resolution No. 9345 Ratifying Contract Amendment to the CalFire Contract increasing maximum amount payable (by approximately $335,527 – bringing total Contract to $5,431,753 for Fiscal Year 2024/25) associated with transitioning from a 72 Hour workweek to a 66 Hour workweek by the following vote:

Motioned by: Council Member Reynolds **Seconded by:** Council Member Goodson

Ayes: Council Member(s) Reynolds, Thomson, Goodson, Vice Mayor Smith

Noes: Mayor Pittman

Abstained: None

Absent: Council Member(s) Johnstone and Webber

4. EVENT COORDINATOR FEE FOR GONZALO "PEEWEE" CURIEL / EXPERIMENTAL AIRCRAFT ASSOCIATION CHAPTER 1112 FOR CITY AIRPORT FLY IN EVENTS

The City Council approved a financial contribution of $5,000 to the Oroville Experimental Aircraft Association (EAA) be used to offset costs associated with City Fly In events at the City Airport.

5. AUTHORIZATION FOR MAYOR TO SIGN CONTRACT WITH CMA PAINTING INC. FOR THE LOTT HOME PAINTING AND DRY ROT REPAIR PROJECT

The City Council approved an agreement with CMA Painting Inc. for the Lott Home Painting and Dry Rot Repair Project.

6. APPROVAL OF CITY COUNCIL MEETING MINUTES

The City Council approved the minutes of 01.07.2025 Special Meeting, 01.07.2025 Regular Meeting and 01.21.2025 Regular Meeting.

REGULAR BUSINESS

7. AGREEMENT WITH CATALIS FOR CUSTOMER ENGAGEMENT – 311 COMMUNICATION SYSTEM

The City Council approved the selection of Catalis as the service provider for the City's 311 system and authorized the City Administrator to execute the necessary agreements and oversee the implementation process by the following vote:

Motioned by: Council Member Goodson **Seconded by:** Vice Mayor Smith

Ayes: Council Member(s) Reynolds, Thomson, Goodson, Vice Mayor Smith, Mayor Pittman

Noes: None

Abstained: None

Absent: Council Member(s) Johnstone and Webber

8. PRESENTATION FROM ALL AMERICAN WELDING FOR NEW SAFETY FENCING FOR TABLE MOUNTAIN BLVD

The City Council reviewed the proposed designed fences, selected one they liked and provided direction to staff to look into what funding options may be available to cover the cost of this project.

9. APPROVAL OF CONTRACT FOR CODE AND COST ANALYSIS OF 2000 CHALLENGER AVENUE FOR CONVERSION TO A SECOND PUBLIC SAFETY FACILITY WITHIN THE CITY

The City Council approved the contract with David Griffith Architects for services related to Code and Cost Analysis of converting 2000 Challenger Avenue to a public safety facility by the following vote:

Motioned by: Council Member Goodson **Seconded by:** Vice Mayor Smith

Ayes: Council Member(s) Reynolds, Thomson, Goodson, Vice Mayor Smith, Mayor Pittman

Noes: None

Abstained: None

Absent: Council Member(s) Johnstone and Webber

10. APPROVAL OF DIGITAL SIGNATURE POLICY

The City Council adopted a digital signature policy to ensure a secure, efficient, and legally recognized method for gathering electronic signatures. They adopted Resolution No. 9342 by the following vote:

Motioned by: Council Member Thomson **Seconded by:** Council Member Goodson

Ayes: Council Member(s) Reynolds, Thomson, Goodson, Vice Mayor Smith, Mayor Pittman

Noes: None

Abstained: None

Absent: Council Member(s) Johnstone and Webber

PUBLIC HEARINGS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

None received.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence

ADJOURN THE MEETING

The meeting was adjourned at 6:38PM.

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **TABLE MOUNTAIN GOLF COURSE – OPERATIONAL UPDATE, REQUEST FOR REIMBURSEMENT FOR CALENDAR YEAR 2023 COURSE IMPROVEMENTS AND REVIEW OF 2024 AND 2025 PROJECT LISTS**

DATE: **FEBRUARY 18, 2025**

SUMMARY

The City contracts with Table Mountain Golf Club, Inc. (TMGC) to operate and maintain the City golf course. TMGC will provide the Council with an operational update on the golf course activities. TMGC will also be submitting a claim for projects completed in accordance to the agreement between the City and TMGC for calendar year 2023.

In addition, on August 16, 2022, the Council approved the ninth amendment to agreement 764, between the City and TMGC. This amendment provided some clarity to both parties with regard to how a portion of the revenue from TMGC is to be shared with the City, and how the City agrees to contribute a portion of that revenue to TMGC for projects completed on the property. The agreement is slated to expire on August 15, 2025. Staff and TMGC recommend bringing a new agreement back to the Council, that incorporates all of the amendments into one comprehensive document.

Finally, TMGC will be reviewing projects completed in 2024 along with what they have planned for in 2025.

DISCUSSION

The City contracts with Table Mountain Golf Club, Inc. (TMGC) to operate and maintain the City golf course. TMGC will provide the Council with an operational update on the golf course activities.

In addition, on August 16, 2022, the Council approved the ninth amendment to agreement 764, between the City and TMGC. This amendment provided some clarity to both parties with regard to how a portion of the revenue from TMGC is to be shared with

the City, and how the City agrees to contribute a portion of that revenue back to TMGC for projects completed on the property. The agreement is slated to expire on August 15, 2025. Staff and TMGC are working on a new agreement to bring back to the Council that incorporates all the various amendments into one complete document.

In accordance to the agreement, TMGC is also submitting a reimbursement request for projects completed in calendar year 2023. Revenue submitted to the City for that period was $56,368.50. The agreement entitles TMGC to retain up to 1/3 of that revenue (up to $18,789.50) for the completion of approved projects. TMGC has submitted receipts for the following projects, totally $21,117.9:

- Equipment shed;
- Cover for the PG&E panels;
- New walk in refrigerator; and
- Purchase of various fixtures for restroom updates on the golf course.

Finally, TMGC will be reviewing projects completed in 2024 along with what the projects that have planned for in 2025.

FISCAL IMPACT

$18,789.50 reimbursed back to TMGC out of the Airport Fund, for projects completed on the golf course in calendar year 2023.

ACTION REQUESTED -

Receive operational update from Table Mountain Golf Club, Inc.;

Authorize the reimbursement of $18,789.50 to Table Mountain Golf Club, Inc. for projects completed on the golf course in calendar year 2023;

Approve projects completed in 2024; and

Approve projects proposed in 2025.

ATTACHMENTS

Ninth amendment to agreement #764;
Backup documentation for projects completed by Table Mountain Golf Club, Inc. in calendar year 2023;
Project list for 2024; and
Project list for 2025.

AMENDMENT TO LEASE AGREEMENT NO. 764 BETWEEN THE CITY OF OROVILLE AND TABLE MOUNTAIN GOLF CLUB, INC.

(Agreement No. 764-9)

This Ninth Amendment ("Amendment") dated January 18, 2022, and amended on August 16, 2022, is to Agreement No. 764 between the City of Oroville ("Lessor") and Table Mountain Golf Club, Inc. ("Lessee"). In consideration of the terms and conditions herein, the Lessor and the Lessee agree that Agreement No. 764 shall be amended as follows:

1. A three-year addendum to the lease amending the lease revenue to the City from 3% of gross sales to 1% of the 3% to be reinvested into the property with the City paying 50% of the 1% reinvestment.

2. An amendment to the above language to the previously approved Lease Agreement with Table Mountain Golf Club, Inc. ("TMGC") clarifying the three-year amendment• amending the lease revenue to provide 2/3 (66.66%) of the 3% revenue to the City and retain 1/3 (33.33%) of the 3% to apply to projects on the approved project list.

3. Lessee will provide an annual update of projects completed and the cost associated with the projects.

4.

5. Conflicts between the Agreement, including any prior amendments, and this Amendment shall be controlled by this Amendment. All other provisions within Agreement No. 764, including prior any prior amendments, shall remain in full force and effect.

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

CITY OF OROVILLE

By: _____
Mayor Chuck Reynolds

APPROVED AS TO FORM:

By: _____
Scott Huber, City Attorney

TABLE MOUNTAIN GOLF CLUB, INC.

By: _____

ATTEST:

By: _____
Bill LaGrone, City Administrator

City Lease Proposed Adj 2023
Submitted in 2024

Leashold Projects completed 50% of the 1% :

Paid 3% 56,368.50

33.3% = 18,770.71 available for Reinvestment at 50% per project.

	Expense	50%
Equipment Shed =	2,474.59	1,237.30
PG&E Main Panel Cover =	4,074.53	2,037.27
Walk In Condensor & Fan =	12,000.00	6,000.00
Course Bathrom Remodel =	2,568.79	1,284.40
	21,117.91	10,558.97

Pump on 8 =	6,154.30	3,077.15
Main Pump =	14,440.81	7,220.41
	20,595.11	10,297.56

	41,713.02	10,558.97
X	50%	10297.56
	20,856.51	20,856.53

★ $ 18,770.71 1% of City Lease
(20,856.53) 50% of Projects Claimed
(2,085.82) over the 50% Allowed
Refund of $ 18,770.71 from City 2023

2023

0.*

21,117,91*
20,595.11+

002

41,713.02*

0.*

20,595.11+
21,117.91+

002

41,713.02*

Table Mountain Golf Club, Inc.
Transaction Detail By Account
January through December 2023

	Date	Num	Name	Memo	Amount
62700 · Furniture, Fixtures & Equipment					
	03/19/2023	031923	BERNARD, DONALD	Carport for Equipment Shed	2,474.59
	10/26/2023	Deposit	TONY'S SHEDS, CARPOTS and GARAGES	Deposit on 10x20x21 Cover for PG&E Electrical Cabinet	400.40
	11/14/2023	J23246CA-1	JESSEE HEATING & AIR CONDITIONING	J23246CA-1 Walk-In Condensor & Fan	12,000.00
	11/29/2023	87436454	BUILD.com	87436454 Bathroom Toilets on Course	1,153.51
	12/07/2023	87519111	BUILD.com	Remodel Bathrooms on Course	1,415.28
	12/09/2023	Elect Cabinet Cover	THE CARPORT EXPERTS	PG&E Main Electrical Cabinet Cover at Maintenace Area	3,674.13
Total 62700 · Furniture, Fixtures & Equipment					21,117.91
TOTAL					**21,117.91**

Equipment Shed = $ 2,474.59
PG+E Main Panel Cover = 4,074.53
Walk IN = 12,000.00
Course Bathroom Remodel 2,568.79
$ 21,117.91

7/18/23

Paid By Phone
Debit Card

http://americancarportsinc.com
457 North Broadway Street
P.O. Box 38
Joshua, TX, 76058
Phone: (866) 730-9865

CUSTOMER INVOICE

Date: 7/18/2023
Order No: AC023387
Order Type: Sales Order
Customer ID: CC019333

SHIP TO:	DEALER:
Bob Collier-Table Mt. Golf Course 2700 Oro Dam Blvd W Oroville CA 95965-9210 Day: (530) 354-5056	Donald A Bernard 4228 Olive Highway Oroville CA 95966 Phone: (530) 282-5825

ORDER DATE	SHIP VIA	SITE
3/22/2023	American Carports Delivery	500 - California

ITEM	QTY.	PRICE	EXTENDED PRICE
12x21x8 Standard Roof 14G	1.00	2,300.00	2,300.00
NOTE: roof/sides: pebble beige trim: barn red			
Spring Sale	1.00	-254.00	-254.00
Anchors-Concrete	1.00	0.00	0.00
20' Sheet Panels	2.00	120.00	240.00
NOTE: right hand side of building (if your facing it)			

NOTE: cement is **slightly** bigger
follow plans
payment: company check
scheduler: jimena

Access to Electricity: Yes **Install On: Other**

All Orders C.O.D

Sales Total:	2,286.00
Tax Total:	188.59
Total:	2,474.59
Down Payment:	-297.18
Prepayment:	.00
Tax adjustment:	.00
Bal. Due:	2,177.41

PLEASE INFORM CONTRACTORS OF ANY UNDERGROUND CABLES, GAS LINES, OR ANY OTHER UTILITY LINES.
WE WILL NOT BE RESPONSIBLE FOR ANY DAMAGE.

CUSTOMER SIGNATURE Bob Collier ☑ Satisfactory ☐ Non-Satisfactory

Dealer Phone: (530)949-0336

Delivery Information

Delivery Location: Default Region
Delivery ZIP: 95965

Additional Comments

Notes, Comments, Questions: BOB IS OUR CONTACT THERE !!! 12X20X8 COVER OVER PG&E GRID ...

Subtotal: $4,004
Sales Tax (7.25%): $290.29
Total: $4,294.29

Deposit Amount (10%): $400.40
Due Upon Delivery: $3,893.89

Structure Details

Style: Standard (12'-24' Wide)	
Base Price: 12'x20'	$1,774.00
Installation Surface: Gravel	-
Roof: Coco Brown	-
Trim Colors: Coco Brown	-
Siding: Mocha Tan	-
Frame Spacing: 5' Spacing	-
Roof Style: A-Frame Horizontal	-
Roof Pitch: 3/12	-
Roof Overhang: 6"	-
Trusses: Standard	-
Gauge: 14-Gauge Framing	-
Brace: Standard Brace	-
Leg Height: 8'	$196.00
Left Side: Fully Enclosed	$272.00
Left Side Siding: Horizontal	-
Front End: Fully Enclosed	$556.00
Front End Siding: Horizontal	-
Back End: Fully Enclosed	$556.00
Back End Siding: Horizontal	-
Anchor Package: Rock Anchor Package	$160.00

Frameouts

Custom Size Frameout (6'x7')	$250.00

Additional Options

Sides Only L Brackets	$240.00

Cabinet
Cover

The Carport Experts

POSTED

Office: (209)676-8168 Cell: (209)684-1357
Email: Jonathan@thecarportexperts.us
1201 N Filbert St Stockton Ca, 95205

10/25/2023	DEALER INFORMATION						
Dealer Name	Tonys Carports And Garages	Agent	Tony	Phone	530-949-0336		
	CLIENT INFORMATION						
Buyer Name	Table Mnt Golf Club -Bob			Email	bcollier@tablemtgolf.com		
Phone Number	530-354-5056			Alternative Number			
Address	2700 Oro Dam Blvd West			City	Oroville, CA	Zip Code	95965
Building Address	SAME						
	BUILDING INFORMATION						Price
Roof Style	A Frame Horizontal	Width	10'	Base Rail	20'		$1,774.00
Notes		Roof Length	21'	Leg Height	8'		$196.00
		Panel Gauge	29 Ga	Frame Gauge	14 Ga		
Roof Color	Cocoa Brown	Trim Color	Cocoa Brown	Panel Color	Pebble Beige		
Item	Quantity	Type		Color			
Right Side							
Left Side	1	Fully Enclosed Horizontal		Pebble Beige			$272.00
Front End	1	Fully Enclosed Horizontal		Pebble Beige			$556.00
Back End	1	Fully Enclosed Horizontal		Pebble Beige			$556.00
Walk In Door							
Roll up door							
Window							
Headers							
Frame Outs		6'x7'					$250.00
Anchors		Rock Anchor Package					$160.00

OFFICE USE ONLY				
Electricity On Site	Yes	☑	No	☐
Site Leveled	Yes	☑	No	☐
Install Type	Concrete	☐	Gravel	☑
	Ground	☐	Dock	☐
	Road Base	☐	Other	☐
Ready to Install	Yes	☑	No	☐

TOTALS		
Building Price	$3,764.00	
Tax	8.25%	$310.53
Extra Labor		
Processing Fee		
Plans		
Total	$4,074.53	
Deposits (Non-Refundable)		
Deposit		$376.40
Other Payments		$24.00
Balance Due to Manufacturer		
Total Due After Installation	$3,674.13	
If Paid With CC	(+)3%	

Buyer Signature Date 12/5/23

The Carport Experts Representive Date

Purchase Agreement & Terms (see second page for terms and conditions)

The Carport Experts reserves the right to adjust any balance or pricing errors. TCE holds the right to reposses any buildings not paid in full upon installation. A labor charge will be added for any additional labor such as cutting posts to level carports, building over objects such as Rv's and moving materials to remote locations, etc. The customer is responsible for all required permits. The customer understands that all building frames are 1' shorter than roof lengths. The Customer is responsible for informing the installers of any underground cables, gas lines, or any other utility lines. TCE will not be responsible for any damages to un-marked or un-located utilities.All quoted prices include installation on level ground at ground level only. It is the customers sole responsability to ensure the installation area is adequately prepared/cleared for installation.If upon arrival, the installers find the lot in an unsuitable condition, a minimum of $175 return trip will be added to the invoice. Installers will not install under hazaradous conditions. TCE will charge 25% interest per annum or the maximum allowed by applicable law if the job is not paid immediately after job has been finished. TCE only accepts Cashier's Checks as payment methods. Building price is subject to change at any time, including changes in the market conditions. TCE reserves the right to cancel any job if the client and TCE fail to come to an agreement based on price adjustements, job location and/ or weather conditions. By Signing above, the customer agrees to The Carport Expert's terms on both the front and back of this document.

Insta

JESSEE
HEATING & AIR CONDITIONING
3025 Southgate Lane • Chico, CA 95928 7427
LIC. NO. 405424
(530) 801-4026

INVOICE

POSTED

Sold To:
Table Mountain Golf Course
2700 Oro Dam Blvd
Oroville, ca
95966

Job Location:
2700 Oro Dam Blvd
Oroville, ca
95966

INVOICE

Invoice Number:	J23246CA-1
Invoice Date:	Nov 14, 2023
Terms:	Net 30
Customer Code:	4910
Reference #1:	
Sales Cat/Slsmn:	COMMADDON/HSE
Job Number:	23246CA
Job Description:	Table Mountain
Reference #2:	

Description **Amount**

Description	Contract	To Date	Prev. Bill	This Bill
Contract Job	12,000.00	12,000.00	0.00	12,000.00
Subtotal	12,000.00	12,000.00	0.00	12,000.00
Total Contract	12,000.00	12,000.00	0.00	12,000.00
TOTAL THIS BILLING				12,000.00

REPLACE EXISTING WALK-IN COOLER CONDENSER & FAN COIL WITH NEW COPELAND CONDENSER OUTSIDE & LARKIN FAN COIL INSIDE.

B + G walk in

- CONDITIONS -

Subtotal	12,000.00
Total Invoice	12,000.00

Bal balance

PROJECT PROPOSAL

"Your Comfort is Our Business"

JESSEE HEATING & AIR CONDITIONING

3026 Southgate Lane
Chico, CA 95928

CONTRACTOR/OWNER NAME, PHONE NUMBER AND EMAIL :

Table Mountain Golf Course - Bob Collier 530-354-5056
bcollier@tablemtgolf.com

PROJECT NAME/ADDRESS -

Table Mountain Golf Course
2700 Oro Dam Blvd W
Oroville, CA 95965

PROJECT SCOPE -

Replace Existing Walk-In Cooler Condenser & Fan Coil with :
New Copeland Condenser outside & Larkin Fan Coil inside
(includes new lineset)

WORK INCLUDES -

- Delivery & Placement
- Removal & Disposal of Existing Equipment
- Test system for Proper Operation
- Proper Installation of New Equipment
- Pressure Test for Refrigerant Leaks
- New Lineset for Freon

WORK EXCLUDES -

- Permit
- Structural Engineering
- Condenser Pad

EXISTING -

- Lineset
- Insulation
- Phase Wiring
- Walk-In Cooler Box

This proposal will become a contract between us if accepted by you on or before November 2nd, 2023 and subsequently approved by our credit department.

PRICE - $12,000.00

Bob Collier 10-18-23
Customer Signature Date

BOB COLLIER
Printed Customer Name Date

thank you!

10/12/23
Salesperson Signature Date

CA LICENSE # 405424
NV LICENSE # 0042314
DIR # 1000954654
Phone # (530) 891-4526

Freight Delivery

American Standard 9024.001EC

Color/Finish: White
2 @ $183.11 each
Estimated Delivery on Tue, Nov 28th

Vigo VG01009

Color/Finish: Brushed Nickel
2 @ $129.90 each
Leaves the Warehouse in 1 to 2 business days

Kohler K-26077
Color/Finish: White
2 @ $199.00 each
Leaves the Warehouse Tomorrow, November 28th

Order Summary

Subtotal:	$1,024.02
Shipping:	**$45.00**
Tax:	$84.49
Grand Total:	$1,153.51

Course Restroom Remodel

Bal Malle (VISA Card)

NEED TO MAKE CHANGES?

ACT FAST. WE SHIP QUICKLY.

Cancel Online | Order Summary

Once items have processed, we are unable to change the order.

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Live Chat | (800) 375-3403

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Bob Collier

From: Build.com Customer Service <customerservice@build.com>
Sent: Monday, November 27, 2023 11:43 AM
To: Bob Collier
Subject: Thank You For Your Build With Ferguson Order!

Thank you for your order!

We'll send tracking when items ship.

View Order Summary

Order #87436454

Placed: 11/27/2023

Shipping Information

Table Mountain Golf Course
Bob Collier
2700 Oro Dam Blvd W
Oroville, CA 95965
5303545056

Paid - POS-Debit 4550

Payment Information

Visa (4550) - $1,153.51

Table Mountain Golf Course
Bob Collier
2700 Oro Dam Blvd W
Oroville, CA 95965
5303545056

POS - Purchase Debit
12/7
Build.com
4550
$1,415.28

Delivery Details

Kohler K-26077

Color/Finish: White
2 @ $319.91 each

Vigo VG01009

Color/Finish: Brushed Nickel
2 @ $129.90 each

American Standard 9024.001EC
Color/Finish: White
2 @ $183.11 each

Order Summary

Subtotal:	$1,265.84
Shipping:	**$45.00**
Tax:	$104.44
Grand Total:	$1,415.28

NEED TO MAKE CHANGES?

ACT FAST. WE SHIP QUICKLY.

Cancel Online Order Summary

Once items have processed, we are unable to change the order.

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Table Mountain Golf Club, Inc.
Transaction Detail By Account
January through December 2023

	Type	Date	Num	Name	Memo	Amount
63400 · Irrigation						
63410 · Equipment						
	Bill	11/14/2023	0215035	DURHAM PUMP	0215035-Pump on 8	6,154.30
	Bill	11/17/2023	0215101	DURHAM PUMP	0215101-Main Pump	450.81
	Bill	12/22/2023	0215402	DURHAM PUMP	0215402 Main Pump	13,990.00
Total 63410 · Equipment						20,595.11
Total 63400 · Irrigation						20,595.11
TOTAL						**20,595.11**

Durham Pump & Irrigation
www.durhampump.com

WM. P. WILSON & SONS

Invoice

Item 10.

CL #271327

Main Office:
Durham Pump, Inc.
2313 Durham-Dayton Hwy, Durham, CA 95938
530.891.4821 530-891.0613 Fax

Woodland Branch:
Wm. P. Wilson & Sons
202 Kentucky Ave, Woodland, CA 95695
530.662.8654 530.662.5797 Fax

Please Remit All Payments to: Durham Pump, PO Box 60, Durham, CA 95938 Thank you!

Number: 0215035-IN
Date: 11/14/2023
Page: 1
Order / Date: 0062477 10/30/2023
Customer #: 01-0033059
Salesperson: MARTY LAW

Sold To: TABLE MTN GOLF CLUB, INC.
2700 ORO DAM BLVD WEST
OROVILLE, CA 95965

Ship To / Service Address: TABLE MTN GOLF CLUB, INC.
2700 ORO DAM BLVD WEST
OROVILLE, CA 95965

Confirm To: BOB

Job Name: PUMP & 8" PIPE LINE REPAIR

Customer P.O. **Ship VIA:** **F.O.B.** **Terms:** NET 10TH

Item Code	Description	Unit	WH	Qty Ordered	Shipped	B.O.	Price	Amount
/PMAGP	AIR RITE COMPRESSOR	EA		1.00	1.00	0.00	3,500.0000	3,500.00
65ARIA100	VENT AIR REL GUARD NET 1"	EA	100	1.00	1.00	0.00	31.8881	31.89
/PSAGP	INSTALL AIR COMPRESSOR	EA		4.00	4.00	0.00	205.0000	820.00
	4 HRS @205/HR 11/7/2023							
	BELOW FOR 8" PIPE LINE REPAIR							
1040-8IG	COUPL W/T GALV IPS 8	EA	100	1.00	1.00	0.00	180.9864	180.99
/IMAGREP	CL125-080 PIPE 4'	EA		1.00	1.00	0.00	74.0000	74.00
/ILABOR	IRRIG REPAIR LABOR					0.00		1,025.00
	5 HRS @ $205/HR 11/7/2023							
/EQUIP	MINI EXCAVATOR					0.00		210.00
	2 HRS @ $105/HR 11/7/2023							

Pump on #8

SPECIAL ORDER ITEMS: Items not normally stocked are non-returnable unless they can be resold to others or are accepted for return by our vendor. There will be a minimum restock fee of 15% of the item value, or amount charged by vendor, whichever is higher, plus any applicable freight incurred. All special sale/close-out item sales are final, no returns. Thank you.

Signature N/A

Taxable Amount:	3,786.88
Non-Taxable Amount:	2,055.00
Net Invoice:	5,841.88
Less Discount:	0.00
Sales Tax:	312.42
Invoice Total:	6,154.30
Less Deposit:	0.00
Invoice Balance:	187

Durham Pump & Irrigation
www.durhampump.com

WM. P. WILSON & SONS

Invoice

Item 10.

CL #271327

Main Office:
Durham Pump, Inc.
2313 Durham-Dayton Hwy, Durham, CA 95938
530.891.4821 530-891.0613 Fax

Woodland Branch:
Wm. P. Wilson & Sons
202 Kentucky Ave, Woodland, CA 95695
530.662.8654 530.662.5797 Fax

Please Remit All Payments to: Durham Pump, PO Box 60, Durham, CA 95938 Thank you!

Number: 0215101-IN
Date: 11/17/2023
Page: 1
Order / Date: 0062570 11/16/2023
Customer #: 01-0033059
Salesperson: MARTY LAW

Sold To: TABLE MTN GOLF CLUB, INC.
2700 ORO DAM BLVD WEST
OROVILLE, CA 95965

Ship To / Service Address: TABLE MTN GOLF CLUB, INC.
2700 ORO DAM BLVD WEST
OROVILLE, CA 95965

POSTED

Confirm To: BOB

Job Name: REPLACE AIR VENT

Customer P.O. **Ship VIA:** **F.O.B.** **Terms:** NET 10TH

Item Code	Description	Unit	WH	Qty Ordered / Shipped / B.O.	Price	Amount
65ARIDY2	VENT AIR DYNAMIC 2"	EA	100	1.00 / 1.00 / 0.00	215.0000	215.00
430-020	COUPL TXT 2	EA	100	1.00 / 1.00 / 0.00	12.0759	12.08
/PLABOR	PUMP REPAIR LABOR			0.00		205.00

Main Pump

SPECIAL ORDER ITEMS: Items not normally stocked are non-returnable unless they can be resold to others or are accepted for return by our vendor. There will be a minimum restock fee of 15% of the item value, or amount charged by vendor, whichever is higher, plus any applicable freight incurred. All special sale/close-out item sales are final, no returns. Thank you.

Signature N/A

Bob Lobb

Taxable Amount:	227.08
Non-Taxable Amount:	205.00
Net Invoice:	432.08
Less Discount:	0.00
Sales Tax:	18.73
Invoice Total:	450.81
Less Deposit:	0.00
Invoice Balance:	188

Durham Pump & Irrigation
www.durhampump.com

WM. P. WILSON & SONS

Invoice

Item 10.

CL #271327

Main Office:
Durham Pump, Inc.
2313 Durham-Dayton Hwy, Durham, CA 95938
530.891.4821 530-891.0613 Fax

Woodland Branch:
Wm. P. Wilson & Sons
202 Kentucky Ave, Woodland, CA 95695
530.662.8654 530.662.5797 Fax

Please Remit All Payments to: Durham Pump, PO Box 60, Durham, CA 95938 Thank you!

Number: 0215402-IN
Date: 12/22/2023
Page: 1
Order / Date: 0062611 11/27/2023
Customer #: 01-0033059
Salesperson: MARTY LAW

Sold To: TABLE MTN GOLF CLUB, INC.
2700 ORO DAM BLVD WEST
OROVILLE, CA 95965

Ship To / Service Address: TABLE MTN GOLF CLUB, INC.
2700 ORO DAM BLVD WEST
OROVILLE, CA 95965

Confirm To: BOB / BRIAN

Job Name: 150 MOTOR REPAIR

Customer P.O. **Ship VIA:** **F.O.B.** **Terms:** NET 10TH

Item Code	Description	Unit WH	Qty Ordered / Shipped / B.O.	Price	Amount
/PLABOR	PULL MOTOR/ US -150HP		0.00		725.00
/PSAGP	REWIND 150 HP MOTOR	EA	1.00 1.00 0.00	12,000.0000	12,000.00
/PSAGP	CHECK VFD PANEL/ WIRE MOTOR	EA	1.00 1.00 0.00	540.0000	540.00
/PLABOR	REINSTALL MOTOR		0.00		725.00

SPECIAL ORDER ITEMS: Items not normally stocked are non-returnable unless they can be resold to others or are accepted for return by our vendor. There will be a minimum restock fee of 15% of the item value, or amount charged by vendor, whichever is higher, plus any applicable freight incurred. All special sale/close-out item sales are final, no returns. Thank you.

Signature N/A

Taxable Amount:	0.00
Non-Taxable Amount:	13,990.00
Net Invoice:	13,990.00
Less Discount:	0.00
Sales Tax:	0.00
Invoice Total:	13,990.00
Less Deposit:	0.00
Invoice Balance:	13,990.00

City Lease Proposed Adj 2024

Leasehold Projects to date 50% of the 1%

Projected 3% = $ 52,913.69

33.3% = 17,620.69 available for Reinvestment at 50% per project.

	Expense	50%
Tree Removal :	6,750.00	3,375.00
Irrigation Pump Repaires:	7,342.57	3,671.29
Remodel Course Bathrooms:	6,635.28	3,317.64
Replace Carpet in ProShop:	4,889.23	2,444.62
Replace Entry Gate Maint. Area:	955.00	477.50
Main Bldg Exterior =	5,500.00	2,750.00
East Septic Tank to date:	14,184.84	7,092.42
	46,256.92	23,128.47
Alpine Porta Potty Rentals:	1,060.00	530.00
	47,316.92	23,658.47

47,316.92

x 50%

23,658.46 23.658.47

* 17,620.69 1% of City Lease

(23,658.46) 50% of Projects

(6,037.77) over 50% Allowed

Refund of $17,62069 from City for 2024

Table Mountain Golf Club, Inc.
Transaction Detail By Account
January through December 2024

	Type	Date	Num	Name	Memo	Amount
66500 · Repairs & Maintenance						
66520 · Buildings						
	Bill	01/09/2024	INV#1 Bathrooms	Russo, Joe	INV#1 Bathrooms on Course	2,000.00
	Bill	01/29/2024	50189	HOME DEPOT	50189- Bathroom Remodel	96.28
	Bill	02/14/2024	INV#3 Bathrooms Add	Russo, Joe	INV #3/ Additional work done for hole 14 Bathrooms Remodel	1,339.00
	Bill	02/15/2024	INV#2 Bathrooms	Russo, Joe	INV#2 / 2nd payment installment for Course Bathrooms Remodel	2,000.00
	Bill	03/07/2024	Inv#4 Bathrooms	Russo, Joe	Inv # 4 Final on Course Bathrooms Remodel	1,200.00
	Bill	04/22/2024	187646	FLOORING LIQUIDATORS	187646 Carpeting	4,889.23
	Bill	06/01/2024	3806	BETTER BUILT FENCE CO.	3806 - New Entry gate for maintenance	955.00
	Bill	07/01/2024	Inv#6	Russo, Joe	Inv#6 - Main office exterior Club House	5,500.00
	Bill	07/15/2024	24479	TOM'S SEPTIC	24479 Septic Tank Replacement East Side of Club House	10,500.00
	Credit Card Charge	08/01/2024	CG209347	FERGUSON WATERWORKS	CG209347 - Sidewalk repair for septic replacement	162.28
	Bill	08/16/2024	404134	JOHNNY A. SMITH CONSTRUCTION	404134 - Septic Sidewalk Repair East Side of Club House	1,317.75
	Bill	11/11/2024	24544	TOM'S SEPTIC	24544 Clubhouse Restroom Septic	850.00
	Credit Card Charge	11/13/2024	CG210938	FERGUSON WATERWORKS	CG210938 / clubhouse septic repair	261.45
	Credit Card Credit	11/18/2024	CM156612	FERGUSON WATERWORKS	CM156612 / Partial Return on invoice # CG210938 (clubhouse septic)	-106.64
	Bill	11/26/2024	24553	TOM'S SEPTIC	24553 / Emergency pump out of septic near clubhouse	1,200.00
Total 66520 · Buildings						32,164.35
Total 66500 · Repairs & Maintenance						32,164.35
						32,164.35

Remodel Bathrooms on Course = $6,635.28
Replace Carpet in Pro Shop = 4,889.23
Replace Entry Gate Maint Area = 955.00
Exterior Paint = 5,500.00
East Septic Tank to date = 14,184.84
32,164.35

Alpine Porta Potty Rental = 1,060.00

Capital Expenditure Plan

2024	Cost	2025	Cost	2026	cost	2027	Cost	2028	Cost
				tee mower	$ 60,000.00	flooring in back kitchen area	$ 8,000.00		
paint club house eves	$ 5,500.00	#6 septic	$ 10,000.00	sand spreader	$ 25,000.00		$ 8,000.00	club house roof	
club house septic	$ 10,500.00	cart path paving	$200,000	hood vent kitchen	$ 5,000.00	re paint interior of clubhouse and banquet room	$ 10,000.00	banquet room hvac	
carpet pro shop	$ 4,500.00	parking lot stripe	$ 20,000.00	#13 septic	$ 10,000.00				
shop panel	$ 2,285.00	new rough mower	$ 115,000.00	mini split kitchen	$ 8,000.00				
course retroom remodel	$ 8,000.00	new ice machine	$ 3,000.00	fryer kitchen	$ 4,000.00				
electrical cabinet cover, maint	$ 2,285.00	stove/oven kitchen	$ 10,000.00	irrigation control system	$ 25,000.00				
tri max mower	$ 20,000.00	greens mower	$ 60,000.00	utility vehicle	$ 20,000.00				
toro utility vehicle	$ 13,000.00	range poles and netting extension	$ 30,000.00	carpet in banquet room	$ 6,000.00				
new bev cart	$ 19,500.00	irrigation filters, main pump	$ 6,000.00						
main pump 2023	$ 13,900.00	irrigation filter, small pump	$ 3,000.00						
small pump 2023	$ 6,100.00								
						Full irriagation replacement unknown at this time			
	Total: $ 105,570.00		**Total:** $ 457,000.00		**Total:** $ 163,000.00		**Total:** $ 26,000.00		**Total:** $ -

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR**

RE: **MARKET RATE HOUSING IMPACT FEE DEFERMENT AGREEMENT**

DATE: **FEBRUARY 18, 2025**

SUMMARY

Consideration of an impact fee deferment for a 174-unit, market-rate housing project for a period of 10 years.

DISCUSSION

Oroville, like many cities in California, is experiencing a lull in construction of market rate housing projects. Over the past several years there have been many opportunities for financial assistance by both the State of California and the federal government to encourage the development of affordable housing. Given the availability of low-cost land in Oroville and the available financial incentives there have been several affordable housing developments over the past several years. These developments have been important to fill the needs of moderate and low-income families and individuals and as a result the City has far exceeded the number of affordable units that were identified in the current Housing Element Regional Housing Needs Assessment.

Conversely, there are no incentives for the development of market rate housing. Due to the lack of incentives, higher interest rates, and changes in the metrics financial institutions use to underwrite development, developers have found it challenging to take on new developments.

The City does not have the resources to provide direct financial assistance, however, the City is able to defer fees as a means of encouraging the development of market-rate housing. By providing a development agreement that would allow the deferment of fees over a period of 10-years, the upfront obligations of a developer are reduced, which bridges the financial gap necessary to fund a project.

The Grove Apartments is a planned 174-unit, luxury apartment, market-rate housing project that has been proposed by Chuck Tatreau Construction Inc. Initial plans have been submitted and are nearly ready for permit issuance. The project is located off of Grand Avenue and units on the south side of the project will have river views and the developer

has included a pool, pickleball court, picnic area, and a playground within the gated community. Grading for the project could begin in the Spring of 2025.

The total deferred amount of impact fees would only include those fees collected by the City and would not include fees collected by the school district or SC-OR. The total sum to be deferred would be approximately $947,262.98. Staff proposes an interest rate of 3% over a 10-year period and would be paid monthly commencing in the first month following the issuance of a Certificat of Occupancy. The total collected if payment in full isn't satisfied at an earlier date would be $1,097,621.09, and the interest collected would equal $150,358.11.

The fees collected by the City are for impacts in the following areas including the amount to be deferred for this specific project:

Law Enforcement		$196,626.12
Fire Suppression/protection		$114,554.37
Traffic/Circulation Systems Residential Uses		$135,139.14
Storm Drain System		$183,696.16
Sewer Collection Facilities (TWSD)		$183,526.20
General Government/Administration		$119,720.99
Park Development (Waived)		
Deferral Fees		$14,000
Total Fees Deferred		$947,262.98

FISCAL IMPACT

The full sum of the impact to be deferred as a loan to the developer in the amount of $947,262.98, would be paid to the categories in the amounts listed above from the General Fund. The amortized payments received, including the principal and interest, would be deposited directly into the General Fund. There would be a potential revenue increase through the full repayment period due to the collected interest of $150,358.11, if satisfaction of the full payment is not provided before expiration of the terms of the loan.

ACTION REQUESTED

Direct staff to develop Development Impact Fee Derral Loan Agreement and authorize the Mayor to sign; and

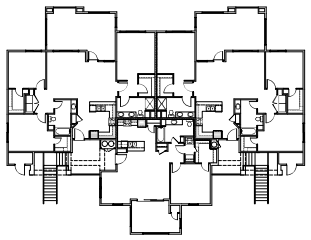
Direct staff to execute and record a Deed of Trust and Promissory Note as security for the loan; and

Adopt Resolution No. 9352

ATTACHMENTS

1. Project Elevations and Landscape Plan
2. 10-Year Amortization Schedule
3. Resolution No. 9352

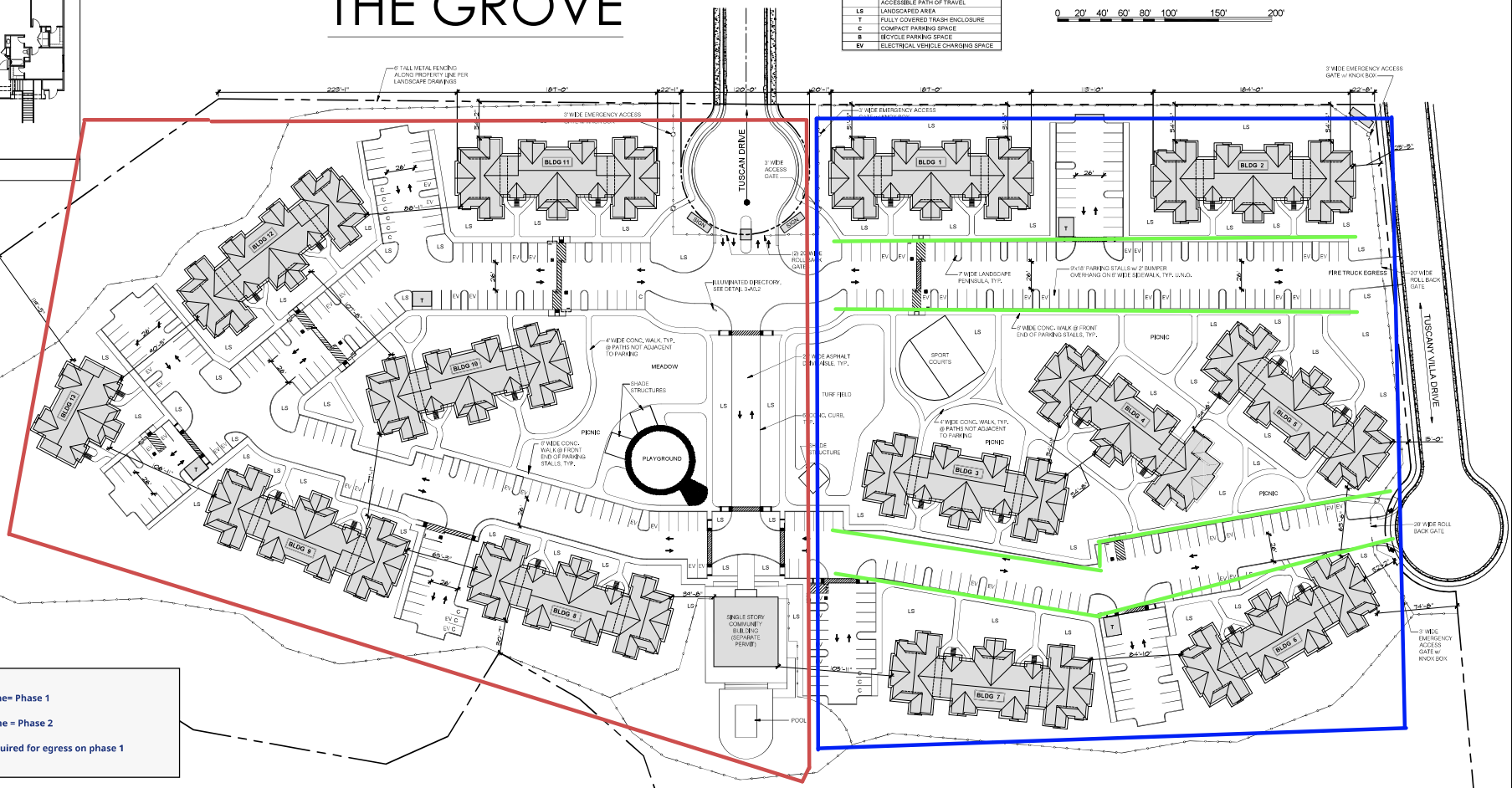
THE GROVE



BUILDING 13 DIAGRAM

SITE LEGEND	
	PROPERTY LINE
	PROPOSED 6' TALL METAL FENCE
	ACCESSIBLE PATH OF TRAVEL
LS	LANDSCAPED AREA
T	FULLY COVERED TRASH ENCLOSURE
C	COMPACT PARKING SPACE
B	BICYCLE PARKING SPACE
EV	ELECTRICAL VEHICLE CHARGING SPACE

0 20' 40' 60' 80' 100' 150' 200'

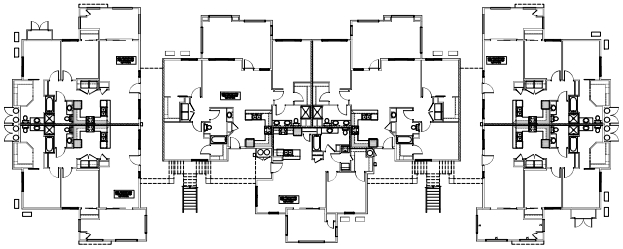


Red Line= Phase 1

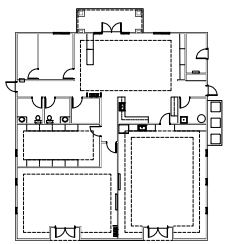
Blue Line = Phase 2

Green Line= Maybe required for egress on phase 1

BUILDINGS 1-12 DIAGRAM



COMMUNITY BUILDING DIAGRAM



SITE PLAN

NORTH



PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME		QTY	WATER USE
	ACE CMR	Acer rubrum 'Columnare'	Columnar Red Maple	15 gal.	60	Medium - High
	ACE ABZ	Acer x freemanii `Jeffersred`	Autumn Blaze® Freeman Maple	15 gal.	90	Medium - High
	ARB MEN	Arbutus menziesii	Pacific Madrone	15 gal.	12	Low
	OLE NAT	Olea paniculata	Native Olive	15 gal.	28	Low
	PIS CHI	Pistacia chinensis	Chinese Pistache	15 gal.	69	Low - Medium
	ULM DRA	Ulmus parvifolia 'Drake'	Drake Lacebark Elm	15 gal.	14	Low - Medium
	WAS FIL	Washingtonia filifera	California Fan Palm	15 gal.	28	Low - Medium
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	WATER USE
	ACH MIL	Achillea millefolium	Common Yarrow	5 gal.	30	Low - Medium
	ASP AET	Asparagus aethiopicus	Asparagus Fern	5 gal.	23	Medium
	BUD DAV	Buddleja davisii	Butterfly Bush	5 gal.	36	Medium
	CUP TIN	Cupressus sempervirens 'Monshel'	Tiny Tower® Italian Cypress	5 gal.	173	Low - Medium
	JUN TAY	Juniperus virginiana 'Taylor'	Taylor Eastern Redcedar	5 gal.	74	Low - Medium
	LAV PED	Lavandula pedunculata	French Lavender	5 gal.	10	Low
	LOR MON	Loropetalum chinense 'Monraz'	Razzleberri® Fringe Flower	5 gal.	551	Low - Medium
	PHO TEN	Phormium tenax	New Zealand Flax	5 gal.	23	Low - Medium
	POD DWA	Podocarpus macrophyllus 'Dwarf Pringles'	Dwarf Pringles Yew Podocarpus	5 gal.	48	Medium
	RHA IND	Rhaphiolepis indica	Indian Hawthorn	5 gal.	406	Low - Medium
GROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QTY	WATER USE
	TRA ST2	Trachelospermum jasminoides 'Star'	Star Jasmine	---		7,300 sf	Medium
	TURF						
	CONCRETE						

IRRIGATION NOTES

1. 25% OF IRRIGATION SHALL BE MATCHED PRECIPITATION RATE SPRAY SYSTEM.
2. 75% OF IRRIGATION SYSTEM TO BE ON THE LOW VOLUME BUBBLER SYSTEM.
3. IRRIGATION SHALL BE ZONED AND SCHEDULED TO PROVIDE THE MINIMUM AMOUNT OF WATER NECESSARY TO SUPPORT VISCROUS PLANT GROWTH.
4. THIS PLAN WILL MEET ALL MARLO REQUIREMENTS.

PARKING LOT - 376 SPACES
SHADE CALCULATIONS TABLE

TREE DIAMETER	(F) = FULL	(T)= 75%	(H)=50%	(Q)=25%	TOTAL SF.
35'	44@962 42,328	6@722 4,332	23@481 11,063	81@240 19,440	77,163
30'	0@706 0	0@530 0	0@354 0	0@177 0	0
25'	0@491 0	0@368 0	0@246 0	0@123 0	0
20'	0@314 0	0@236 0	0@157 0	8@79 632	632
				TOTAL TREE SHADE:	77,795
				TOTAL AUXILIARY SHADE:	0
				TOTAL PAVED AREA TO BE SHADED:	124,761
				SHADE AREA REQUIRED - 50%:	62,380
				TOTAL SHADE AREA PROVIDED:	77,795
				PERCENT SHADE:	62

NOTES:
1. THE PLAN SHOWS ALL PROPOSED TREE LOCATIONS ON THE PROJECT SITE. ONLY THE TREES ANNOTATED WITH A DIAMETER COVERAGE ARE INCLUDED IN THE SHADE CALCULATIONS TABLE.

PAVED VEHICULAR SURFACE AREA INCLUDED IN CALCULATIONS


COLUMNAR RED MAPLE


AUTUMN BLAZE TREE


OLIVE TREE


PISTACHE TREE


PALM TREE

THE GROVE

LANDSCAPE SITE PLAN

NORTH

0 50 100

SCALE: 1" = 50'



NEIGHBOORHOOD LIGHTING



PICNIC AREA WITH BBQ AND SINGLE POST SHADE STRUCTURES



PLAYGROUND





PICKLEBALL COURT & HALF-COURT BASKETBALL



COMMUNITY POOL



SECURITY FENCE

THE GROVE

SITE AMENITIES

NORTH

0 20 40

SCALE: 1" = 20'

MDG MELTONDE

PROJECT # 254 22



SECURITY FENCE - 6’

CORTEN STEEL LETTERS,
RUSTED BROWN FINISH- 4’X16’

BOARD FORM FINISH
CONCRETE WALL - 6’X24’

SECURITY FENCE - 6’

THE GROVE

MAIN ENTRANCE SIGN

THE GROVE

BUILDINGS 1-12



FRONT ELEVATION



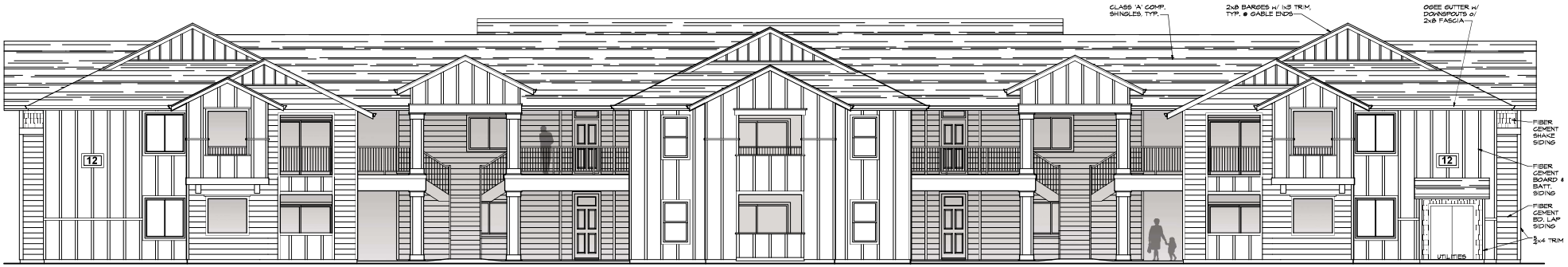
SIDE ELEVATIONS



REAR ELEVATION

THE GROVE

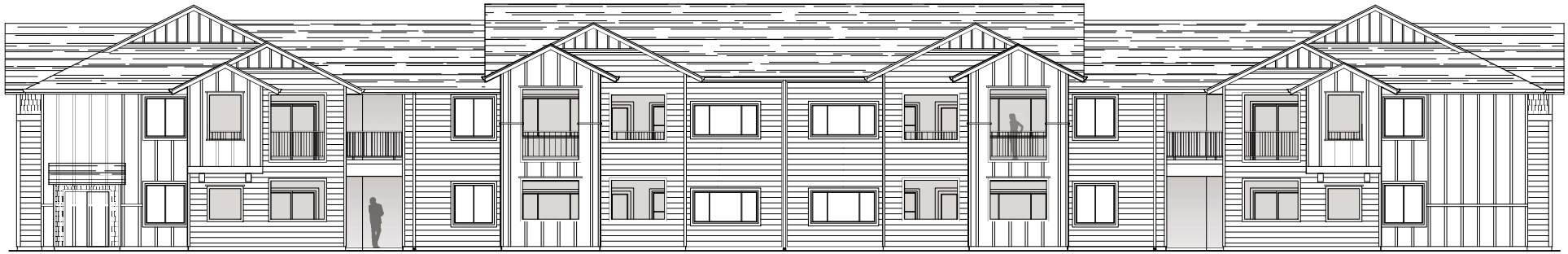
BUILDINGS 1-12



FRONT ELEVATION

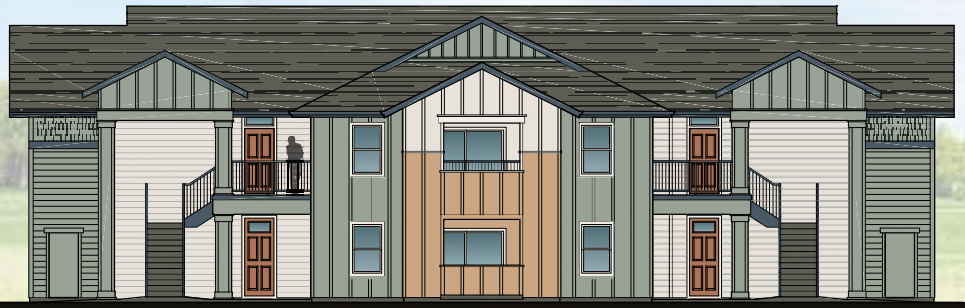


SIDE ELEVATIONS

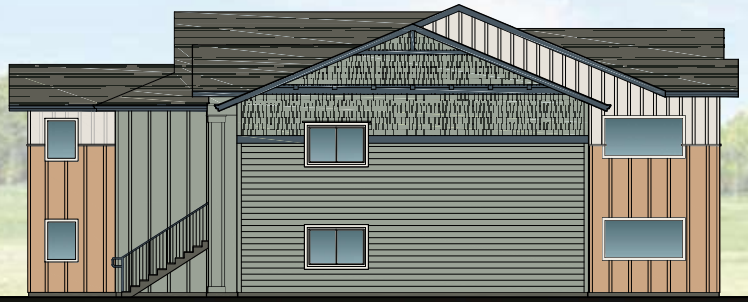


REAR ELEVATION

BUILDING 13



FRONT ELEVATION



SIDE ELEVATIONS



REAR ELEVATION

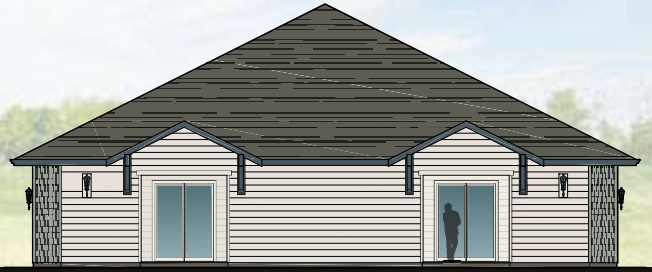
COMMUNITY BUILDING



FRONT ELEVATION

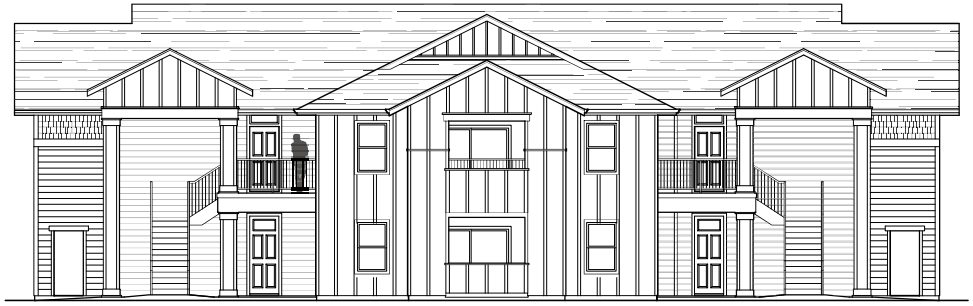


EAST SIDE ELEVATION

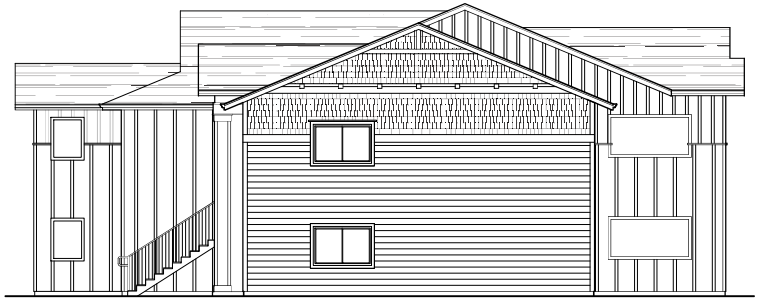


REAR ELEVATION

BUILDING 13



FRONT ELEVATION



SIDE ELEVATION

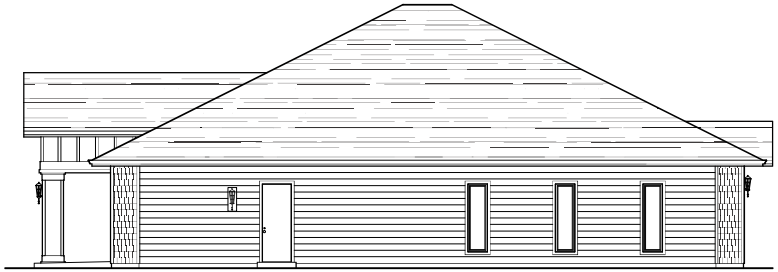


REAR ELEVATION

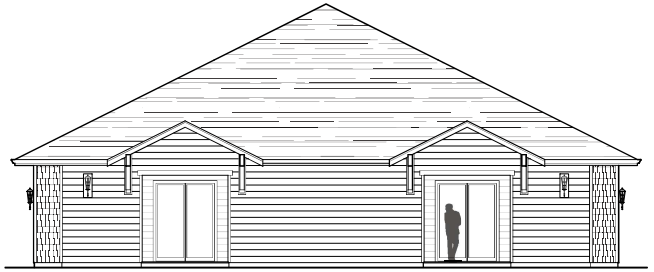
COMMUNITY BUILDING



FRONT ELEVATION



SIDE ELEVATION



REAR ELEVATION

FEE DEFERRAL AGREEMENT

This Fee Deferral Agreement **("Agreement"),** dated as of _____ (the **"Effective Date"),** is entered into by and between the CITY OF OROVILLE, a California municipal corporation **("City")** and Chuck Tatreau Construction Inc., a California corporation **("Developer"),** each a **"Party"** and collectively the **"Parties,"** on the following terms and conditions:

RECITALS

A. Developer is developing a market rate housing project to be known as The Olive Grove Apartments (the **"Project")** on that certain real property designated as APN 031-110-042, located in the City of Oroville, California.

B. The City has established a regular program of imposing the payment of specified fees on the construction of new development projects within the City. These fees are typically payable to the City at the time the project applicant submits an application to the City for the requisite permits and approvals.

C. As part of the approval of the Project, the City has imposed, and the Developer has agreed to pay, impact fees for the development of the Olive Grove Apartments due to the increased demand that will be placed on the City as a result of construction of the Project.

D. In certain instances the City acknowledges that it may be to the public's benefit to defer the payment of certain fees until a specified time after the issuance of the permit or approval.

E. Developer has requested that the Project be considered eligible for deferral of the fee for emergency services. Based on the designation of the Project for market rate housing and difficulty of financing the fee at this time and the desire to ensure the construction of the Project, the City has agreed to a deferral under the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Deferral and Payment. The City agrees that Developer may defer payment of certain impact fees, as defined in Attachment A, to City for a period of 10-years at the rate of 3% interest. The total sum of fees to be deferred shall be Nine Hundred Forty-Seven Thousand Two Hundred Sixty-Two Dollars and Ninety-Eight Cents ($947,262.98). Payments in the amount of $9,146.84 are to begin on the first day of the month following the issuance of a Notice of Completion and continue for a period of 120 months until the full obligation of the deferment agreement has been satisfied. Developer agrees to timely pay all other City fees, including processing fees, as required by the City, as such other fees are not subject to deferral

pursuant to this Agreement. Developer, at its option, may pre-pay all or a portion of the Development Impact Fees and there shall be no penalty for pre-payment.

2. Default. Developer's failure to perform any term or provision of this Agreement constitutes a Default of this Agreement. In the event of a Default, the City shall give written "Notice of Default" to the Developer, specifying the Default. Delay in giving such notice shall not constitute a waiver of the Default. If the Developer fails to cure the Default within thirty (30) days after receipt of a notice specifying the Default, or, if the Default is of a nature that cannot be cured within thirty (30) days, Developer shall be liable to the City for any and all actual damages caused by such Default, including any attorney fees and costs incurred unless otherwise provided for by this Agreement.

3. No Waiver. Failure to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

4. Legal Actions. In addition to any other rights and remedies, any party may institute a legal action to require the cure of any default and to recover actual damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement.

5. Jurisdiction and Venue. Legal actions must be instituted and maintained in the Superior Court of Butte County, California, or in the United States District Court, Eastern District of California.

6. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement, without reference to its choice of laws principles.

7. Rights and Remedies Are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same Default or any other Default by another Party.

8. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the City and Developer. No other parties or entities are intended to be, or shall be considered, a beneficiary of the performance of either of the Parties' obligations under this Agreement.

9. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of its terms. Reference to section numbers are to sections in this Agreement unless expressly stated otherwise.

10. Interpretation. The City and Developer acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting and each represents and warrants to the other that it has been represented by legal counsel in the negotiation and drafting of this Agreement.

Accordingly, the rule of construction which provides the ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement

11. Severability. Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Agreement and the remainder of the Agreement shall continue in full force and effect.

12. Amendments to Agreement. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of the City and Developer.

13. Notices. Demands and Communications Between the Parties. Formal notices, demands and communications between the parties shall be given in writing and personally served or dispatched by certified mail, postage prepaid, return receipt requested, or by overnight express mail to the principal offices of the parties, as designated in this Section. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time be designated by notice as provided in this Section. Any such notice shall be deemed to have been received (i) upon the date personal service is affected, if given by personal service, (ii) on the date received, if sent by overnight express mail, or (iii) upon the expiration of three (3) business days after mailing, if given by certified mail, return receipt requested, postage prepaid.

If notice is to be made to the City: City of Oroville
Attn: City Administrator
1735 Montgomery Street
Oroville, CA 95965
Tel: (530) 538-2535

If notice is to be made to Developer: Chuck Tatreau Construction
Attention: Chuck Tatreau
1250 Ceres Avenue, CA 95926
Tel: (530) 680-4520

14. Authority. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the legal power, right and actual authority to bind Developer to the terms and conditions hereof.

15. Counterpart Originals. This Agreement may be executed in duplicate original counterparts, each of which is deemed to be an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY:

CITY OF OROVILLE, a municipal corporation

By: _____
Name: David Pittman, Mayor

ATTEST:

By: _____
Kayla Reaster, City Clerk

APPROVED AS TO FORM:

By: _____
Scott Huber, City Attorney

DEVELOPER:

Chuck Tatreau Construction

By: _____

Name: _____

Title _____

Date: _____

Attachment A

Amortization Schedule
$947,262.98 Loan
3% Interest Rate
120 monthly payments of $9,146.84
Total Payments: $1,097,621.09 Total Interest: $150,358.11

CITY OF OROVILLE
RESOLUTION NO. 9352

A RESOLUTION OF THE CITY COUNCIL OF OROVILLE, CALIFORNIA, APPROVING AN IMPACT FEE DEFERMENT AGREEMENT FOR THE GROVE APARTMENTS, A 174-UNIT MARKET-RATE HOUSING DEVELOPMENT

WHEREAS, the City of Oroville recognizes the importance of encouraging the development of market-rate housing to promote economic growth and housing diversity; and

WHEREAS, the City has exceeded its Regional Housing Needs Assessment (RHNA) allocation for affordable housing but has experienced a decline in the construction of market-rate housing projects due to financial and economic constraints; and

WHEREAS, market-rate housing developments do not currently benefit from state or federal financial incentives, making it difficult for developers to undertake new projects; and

WHEREAS, the City of Oroville seeks to support the construction of market-rate housing by offering a development impact fee deferment program as a financial bridge for developers to help mitigate upfront costs; and

WHEREAS, Chuck Tatreau Construction Inc. has proposed the Grove Apartments, a 174-unit, luxury market-rate housing project, which will include amenities such as a pool, pickleball court, picnic area, and playground within a gated community, with grading expected to begin in Spring 2025; and

WHEREAS, the City of Oroville agrees to defer impact fees for the Grove Apartments development in the amount of $947,262.98 for a period of ten (10) years at an interest rate of 3%, to be repaid in monthly installments commencing in the first month following the issuance of a Certificate of Occupancy; and

WHEREAS, the deferred impact fees are related to law enforcement, fire suppression/protection, traffic circulation systems, storm drain systems, sewer collection facilities, and general government/administration, with park development fees being waived; and

WHEREAS, the total repayment amount, including principal and interest, is estimated at $1,097,621.09, with an interest amount of $150,358.11 accruing over the full repayment period should the loan not be satisfied earlier; and

WHEREAS, the City Council finds that deferring these impact fees will support much-needed market-rate housing development while ensuring that City infrastructure and services continue to be properly funded over time.

NOW, THEREFORE, BE IT RESOLVED,

1) That the City Council of Oroville, California, does hereby approve the Market Rate Housing Impact Fee Deferment Agreement for the Grove Apartments project and authorizes the Mayor to execute the agreement and related documents; and

2) That an appropriate budget adjustment be made transferring the impact fee amounts into the appropriate impact fee funds from the General Fund;

3) That City staff is directed to execute and record a Deed of Trust and Promissory Note as security for the loan, ensuring full repayment to the General Fund under the terms of the deferment agreement.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on February 18, 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____ _____
Kayla Reaster, Asst City Clerk David Pittman, Mayor

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **TIM KABER, PROJECT MANAGER / SENIOR CIVIL ENGINEER**

RE: **HEWITT PARK UPDATE**

DATE: **FEBRUARY 18, 2025**

SUMMARY

The City Council will be provided with an update on the Hewitt Park Renovation project.

DISCUSSION

There are two Requests for Proposals (RFP) currently out for bid for the Hewitt Park Renovation project: Construction and Construction Management. Both contracts are anticipated to be awarded at the same time to allow for optimal project efficiency and oversight.

1. Construction

The RFP for the construction project was released on Public Purchase on December 7, 2024. The RFP was also posted on the City website, and sent to Valley Contractors Exchange (VCE) for them to post on their website.

The Bid Walk was held on December 17, 2024, with over 20 attendees.

The original proposal due date was February 4th, 2024. The proposal due date was revised to February 11th, 2024. There were over 30 questions submitted one day prior to the question submission deadline of January 28, 2024. Several of the questions were deemed significant enough that the 1-week extension was granted. These questions have been answered and provided to the interested bidders.

The City pre-ordered playground and splashpad equipment in order to reduce costs associated with delaying the purchase of this equipment. The playground and splashpad equipment has been received.

Anticipated contract award is in March, which depends on the dollar amount of bids

received. Our current grant funding is $4.6M, and the construction estimate is between $5M-$6M. If the dollar amount is over current funding level, City staff will provide options to cover the contract award amount. As discussed at the January 16, 2024 regular City Council meeting, there are approximately $1.5M in the Park Development Impact Fee Fund available for this project.

The construction duration is 200 working days from date of Notice To Proceed.

2. Construction Management

The Construction Management RFP was released January 24, 2025, and closes on February 24, 2025.

The Construction Management contractor will perform day-to-day onsite construction management, inspections, documentation of work activities, coordinate materials inspections and testing, as well as provide documentation supporting construction contractor billing amounts.

The City is able to use grant funds for design, construction, and construction management for the Hewitt Park Renovation project.

FISCAL IMPACT

None

ACTION REQUESTED

Accept for Information.

ATTACHMENTS

None.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES**

RE: **FINANCIAL ANALYSIS FOR FISCAL YEAR ENDED JUNE 30, 2024**

DATE: **FEBRUARY 18, 2025**

SUMMARY

The Council may receive annual unaudited financial information for the year ended June 30, 2024.

DISCUSSION

The City ended the fiscal year June 30, 2024 with a deficit of $3,448,540. Both the General Fund and District Tax Funds are considered General Fund but are accounted for separately for accountability and then combined for financial statement purposes.

	General Fund	District Tax Fund	Total
Revenues	$ 20,932,813	$ 6,938,197	$ 27,871,010
Expenditures	(22,839,335)	(8,480,215)	(31,319,551)
Surplus (Deficit)	$ (1,906,522)	$ (1,542,018)	$ (3,448,540)

Summary:
The General Fund ended with a $1.9 million dollar deficit which is attributable to one-time expenditures approved by the Council during the fiscal year. $998,322 for the purchase of the new Corp Yard, $750,000 Loan for the Mission Esparanza project, and $450,000 for the 162-road project. If not for these one-time expenditures, there would have been a small surplus for the fiscal year. For the District Tax Fund, expenditures were budgeted more than the revenues because there has been a surplus accumulating in that fund and the goal is to budget all of the accumulated fund balance.

OUTSTANDING DEBT

Outstanding Debt on June 30, 2024, was $17,095,000 pension obligation for the City and $9,885,000 outstanding bonds for the Oroville Successor Agency. The original Pension Obligation Bonds were refinanced with the new Pension Obligation Bonds at were issued to pay off the CalPERS Unfunded liability.

Wells Fargo Penson Obligation Bonds 2	$17,095,000	Maturity Date 6/01/40
US Bank – Successor Agency Bonds	$ 9,885,000	Maturity Date 9/01/31

Currently our General Fund reserve is $9,000,000. There are no plans to increase it at this time. Our Fund Balance Policy is to target at least 15% of General Fund expenditures. The GFOA (Government Finance Officer Assn) recommends at least 17%. This year the City's reserve is 27%. (Down 1% from the prior year).

FISCAL IMPACT

A year-end deficit for the year ended June 30, 2024, of $3,448,540 for the City's General Fund.

RECOMMENDATION

Receive information for the fiscal year ended June 30, 2024.

ATTACHMENTS

City Revenue and Expense for June 30, 2024, compared to the budget for same year.
City Revenue and Expense for June 30, 2024, compared to the prior year.

CITY OF OROVILLE
REVENUES AND EXPENDITURES
CURRENT YEAR BUDGET TO ACTUAL
GENERAL FUND

	Budget 2023-24	Actual 2023-24	Difference
REVENUES BY SOURCE			
Taxes:			
Sales and use taxes	$ 13,883,427	$ 12,257,926	$ (1,625,501)
Property taxes	4,304,141	5,440,353	1,136,212
Utility user taxes	2,258,495	2,864,704	606,209
Transient occupancy taxes	978,596	707,844	(270,752)
Franchise taxes	1,160,827	1,012,544	(148,283)
Other taxes	53,476	47,992	(5,484)
License and permits	593,988	652,469	58,481
Fines and forfeitures	38,619	36,907	(1,712)
Interest, rents and concessions	604,810	1,023,317	418,507
Intergovernmental revenues	425,001	781,506	356,505
Charges for services	483,958	334,674	(149,284)
Other revenues	2,109,913	1,543,675	(566,238)
Transfers in	1,510,557	1,167,097	(343,460)
TOTAL REVENUES	$ 28,405,808	$ 27,871,008	$ (534,800)
EXPENDITURES			
Function:			
General Government	$ 7,104,778	$ 6,891,646	(213,132)
Public Safety	15,204,596	14,549,906	(654,690)
Public Works	1,459,208	1,062,275	(396,933)
Streets and Storm Drains	3,616,657	1,581,418	(2,035,239)
Parks and Leisure	2,220,805	1,185,984	(1,034,821)
Transfers out	6,048,322	6,048,322	-
TOTAL EXPENDITURES	$ 35,654,366	$ 31,319,551	$ (4,334,815)
NET INCREASE (DECREASE) IN FUND BALANCE	$ (7,248,558)	$ (3,448,543)	
FUND BALANCE BEGINNING	$ 18,804,921	$ 18,804,921	
FUND BALANCE ENDING	$ 11,556,363	$ 15,356,378	

CITY OF OROVILLE
REVENUES AND EXPENDITURES
PRIOR YEAR COMPARISON TO CURRENT YEAR ACTUAL
GENERAL FUND

	Prior Year Actual 2023-24	Current Year Actual 2023-24	Difference
REVENUES			
Taxes:			
Sales and use taxes	$ 13,402,841	$ 12,257,926	$ (1,144,915)
Property taxes	4,508,942	5,440,353	931,411
Utility user taxes	2,755,038	2,864,704	109,666
Transient occupancy taxes	760,265	707,844	(52,421)
Franchise taxes	1,164,206	1,012,544	(151,662)
Other taxes	67,560	47,992	(19,568)
License and permits	665,737	652,469	(13,268)
Fines and forfeitures	62,980	36,907	(26,073)
Interest, rents and concessions	637,940	1,023,317	385,377
Intergovernmental revenues	475,792	781,506	305,714
Charges for services	483,333	334,674	(148,659)
Other revenues	4,940,991	1,543,675	(3,397,316)
Transfers in	2,566,347	1,167,097	(1,399,250)
TOTAL REVENUES	$ 32,491,972	$ 27,871,008	$ (4,620,964)
EXPENDITURES			
Function:			
General Government	$ 5,944,756	$ 6,891,646	$ 946,890
Public Safety	13,211,409	14,549,906	1,338,497
Public Works	1,121,107	1,062,275	(58,832)
Streets and Storm Drains	1,561,349	1,581,418	20,069
Parks and Leisure	1,871,777	1,185,984	(685,793)
Transfers out	6,998,055	6,048,322	(949,733)
TOTAL EXPENDITURES	$ 30,708,453	$ 31,319,551	$ 611,098
NET INCREASE (DECREASE) IN FUND BALANCE	$ 1,783,519	$ (3,448,543)	
FUND BALANCE BEGINNING	$ 17,021,402	$ 18,804,921	
FUND BALANCE ENDING	$ 18,804,921	$ 15,356,378	

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND CITY COUNCIL MEMBERS**

FROM: **RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR, ADMINISTRATIVE SERVICES**

RE: **MID YEAR FINANCIAL REVIEW**

DATE: **FEBRUARY 18, 2024**

SUMMARY

The Council may receive a mid-year financial report for revenues and expenditures for the first six months of the fiscal year July 1, 2024, to December 31,2024.

DISCUSSION

OVERVIEW

A review of budget to actuals for the first half of the fiscal year 2024-25.

GENERAL FUND

Revenues

Overall, the revenues are at 36% of the estimated budget received by December 31, 2024.

This amount is low due to the timing of property tax revenue that is received in two installments, one in January and the other in June. Both of these payments are outside the scope of this review and therefore not included in year-to-date revenues. Property tax revenue is estimated to be over 4 million.

Sales Tax revenue is also low due to the timing of receipts. July and August 2024 sales tax remittances are accrued back to the prior year leaving only 4 months of sales tax revenue reported during this period.

Considering the timing of both revenue sources, the revenue would be close to 50% and on target.

Expenditures

General Fund expenditures are for the core functions of the City. Administration, Police, Fire and Public Works are some of the departments budgeted here. Overall, the General Fund has 53% of the expenditure budget still available at mid-year.

There are two items that require a mid-year budget adjustment.

- Risk management (liability insurance) is coming in more than anticipated and a budget adjustment will be required to cover the next six months.
- Attorney fees continue to outpace budget projections. The City has several litigation cases pending.

DISTRICT TAX FUND

Revenues

Revenues for the District Sales Tax are right on track with our estimates.

Expenditures

District Tax expenditures are coming in less than budgeted. Most of the departmental expenses are on track except for Streets. There was a $2 million allocation for road maintenance that was carried over to the next fiscal year. The budget allocated for the Fire contract is still pending and will be paid as we are billed. All other budget savings are attributed to salary savings from vacant positions.

DEBT

The City completed a new bond issuance for Pension Obligation Bonds in November 2021. The bonds were issued for $19.225 million dollars at a rate of 3.2%. This is not considered new debt as we already owed this liability, rather a transfer of debt from CalPERS to our bond holder, US Bank.

Balances at 12/31/24

Wells Fargo Penson Obligation Bonds 2	$ 17,095,000	Maturity Date 6/01/40
US Bank – Successor Agency Bonds	$ 8,635,000	Maturity Date 9/01/31

In summary, the City is on track to operate within the budget this fiscal year. As stated in previous presentations, expenses are growing at a faster rate than revenues. Rising expenditures will be a concern during the development of the 2025-26 budget. With that said, the City remains in a strong fiscal position with a healthy $9 million in reserves. Other assigned fund balance amounts are allocated to pension debt, future capital projects and unfunded accruals.

FISCAL IMPACT

Budget Adjustments listed below to increase Council approved appropriations, there are no decreases requested.

RECOMMENDATION

Staff recommends the following budget adjustments:

Revenues

No budget adjustments requested.

Expenditures

- Increase to Risk Management in the General Fund, line item 100.1060.6090 to cover increased insurance costs. $200,000

- Increase to City Attorney budget in the General Fund, line item 100.1010.6360 to cover a revision to the estimated cost of the $400,000

ATTACHMENTS

Budget worksheets

CITY OF OROVILLE

General Fund Revenues

July 1, 2024 through December 31, 2024

Department	Annual Budget	Year to Date Revenues	Budget Remaining	Percentage Remaining 50%
Administration	4,040	8,734	(4,694)	-116%
Information Technology	43,498	10,556	32,942	76%
Finance	39,740	17,841	21,899	55%
Planning & Development Services	80,261	60,926	19,335	24%
Building	687,201	287,092	400,109	58%
Code Enforcement	161,887	720,945	(559,058)	-345%
Police	545,780	261,412	284,368	52%
Fire	41,950	104,128	(62,178)	-148%
Public Works	84,863	66,498	18,365	22%
Streets	611,084	214,369	396,715	65%
Parks & Trees	65,500	42,995	22,505	34%
General Government	17,567,657	5,428,915	12,138,742	69%
TOTALS	$ 19,933,461	$ 7,224,411	$ 12,709,050	64%

CITY OF OROVILLE

General Fund Expenditures

July 1, 2024 through December 31, 2024

Department	Annual Budget	Year to Date Expenditures	Budget Remaining	Percentage Remaining 50%
City Administrator	300,028	152,430	147,598	49%
City Attorney	360,150	217,029	143,121	40%
City Clerk	224,716	94,333	130,383	58%
City Hall	180,073	76,175	103,898	58%
Human Resources	384,190	156,550	227,640	59%
Information Technology	594,510	243,957	350,553	59%
Risk Management	807,030	1,060,043	(253,013)	-31%
Elected Officials	374,592	148,927	225,665	60%
Finance	1,342,313	493,749	848,564	63%
Planning & Development Services	742,565	388,838	353,727	48%
Building	1,056,314	354,850	701,464	66%
Police	6,195,705	3,213,572	2,982,133	48%
Fire	4,024,242	1,428,690	2,595,552	64%
Public Works	575,967	187,597	388,370	67%
Streets & Drainage	860,257	397,760	462,497	54%
Vehicle Maintenance	656,955	206,887	450,068	69%
Parks & Trees	1,148,854	501,353	647,501	56%
General Government	363,837	259,125	104,712	29%
TOTALS	$ 20,192,298	$ 9,581,865	$ 10,610,433	53%

CITY OF OROVILLE

District Tax Fund

July 1, 2024 through December 31, 2024

Revenues	Annual Budget	Year to Date Revenues	Budget Remaining	Percentage Remaining 50%
Total Sales Tax Revenue	$ 7,184,133	$ 2,453,061	$ 4,731,072	66%
Expenditures by Department	**Annual Budget**	**Year to Date Expenditures**	**Budget Remaining**	**Percentage Remaining 50%**
Planning	198,739	-	198,739	100%
Code Enforcement	1,229,060	469,377	759,683	62%
Police	3,045,157	960,658	2,084,499	68%
Fire	2,983,479	1,448	2,982,031	100%
Public Works	287,265	102,568	184,697	64%
Streets	2,825,251	325,607	2,499,644	88%
Parks & Trees	428,340	113,563	314,777	73%
General Government	1,800,000	900,000	900,000	50%
TOTALS	$ 12,797,291	$ 2,873,221	$ 9,924,070	78%

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **CITY MUNICPAL CODE UPDATE AND AD HOC COMMITTEE FORMATION**

DATE: **FEBRUARY 18, 2025**

SUMMARY

The Oroville Municipal Code is a comprehensive compilation of laws and regulations enacted by the City. It covers a wide range of topics, including general provisions, administration, finance, business licenses, animal control, health and safety, public peace, traffic, public services, building codes, subdivisions, and zoning. The code is organized into titles and chapters, each addressing specific areas of city governance and public policy. The Code can be updated over time, as the Council deems appropriate. It has been requested to bring the topic forward of reviewing the current sections associated with planning and building, in an attempt to reduce potentially overly burdensome code requirements.

DISCUSSION

Council Member Webber, Council Member Johnstone and Mayor Pittman requested that the Council consider the formation of an add hoc committee to perform and extensive review of the planning and building sections of the Oroville Municipal Code, with the intent of identifying overly burdensome requirements and bring recommended changes back before the entire Council. A discussion will take place on this topic.

FISCAL IMPACT

None.

RECOMMENDATION

Provide direction to staff.

ATTACHMENTS

None.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **EMPLOYMENT CONTRACT AMENDMENT WITH RON BELSER, DIRECTOR – CODE ENFORCEMENT**

DATE: **FEBRUARY 18, 2025**

SUMMARY

The Council will consider an amendment to the employment contract with Ron Belser, Director – Code Enforcement that would advance Mr. Belser from Step E, $150,123 annual salary to Step G, $166,345 annual salary.

DISCUSSION

Rob Belser accepted the position of Director – Code Enforcement on January 19, 2022 after service in various law enforcement positions for the City from 2011 to 2022. The contract provides for a performance evaluation each year of the contract, where with a satisfactory review, consideration is given for a step increase. The Council directed the City Administrator to bring this contract amendment forward advancing Mr. Belser from Step E, $150,123,annual salary to Step G, $166,345 annual salary.

The Government Code requires that all contracts for employment, including amendments, be approved at a regularly scheduled Council Meeting. The amendment to Belser's employment agreement makes the following change:

- A salary advancement to Step G on the Department Head salary schedule, with an annual salary of $166,345, with an effective date of February 17, 2025.
- Advancement of vacation accrual from twenty-one (21) working days per year, to twenty-two (22) working days per year, with an effective date of February 17, 2025.

FISCAL IMPACT

This will represent an annual salary increase of $16,222 and will be absorbed in the existing budget.

RECOMMENDATION

Adopt Resolution No. 9351 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND RON BELSER – (Agreement No. 3400).

ATTACHMENTS:

Contract;
Resolution; and
Contract Amendment.

AMENDMENT #1 TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND RON BELSER (A-3400-3)

This Amendment, dated February 18, 2025, is to the Employment Agreement ("Agreement") between the City of Oroville ("City") and Ron Belser ("Belser").

In consideration of the terms and conditions herein, the City and Belser agree that the Agreement shall be amended as follows:

1. Section 5 of the Salary section of the contract is replaced with the following language:

   City agrees to pay Belser at Step G of the department head salary schedule, at an annual base salary of $166,345 effective February 17, 2025, and payable at the same time and manner as other Council appointed employees of the City are paid.

   2026 Payment in Lieu of Cost of Living Increase: Effective January 1, 2026, the City shall issue a one-tie payment in lieu of cost of living increase as a SPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost of living adjustments (COLA) for the calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year (Table A).

2. Section 10.2 of the Vacation Leave section of the contract is replaced with the following language:

   Belser shall accumulate vacation leave at the rate of twenty-two (22) working days of vacation per year, effective February 17, 2025. One additional day per year shall be added to the accumulation rate, above, on the employee's anniversary date in his department head position until a maximum rate of 25 days per year is reached.

   Beginning June 4, 2026, or when vacation accruals fall below the 3x annual accrual rate (whichever is sooner) Vacation accruals shall be limited to a maximum of three times (3x) the annual accrual rate. Prior to such date, employees with excess accruals shall be paid out (at the then effective base hourly rate of pay) for accrued vacation above the 3x annual cap (referred to in this section as accrued excess vacation) on the following schedule:

   Installment 1: On the payday for the period including November 21, 2024, 25% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

   Installment 2: On the payday for the period including May 21, 2025, 33% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Installment 3: On the payday for the period including November 21, 2025, 50% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Installment 4: On the payday for the period including May 21, 2026, all remaining accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Following the fourth installment of payout of accrued excess vacation or when accrued vacation falls below the 3x accrual cap (whichever is sooner), there shall be no further accruals allowed that are above the 3x annual cap.

In addition to the above mandatory draw-down schedule for excess vacation, Belser may request to cash out up to 120 hours of accrued, unused vacation time in each fiscal year. The City's retains sole discretion to approve or disapprove any request, in whole or in part, dependent on budget conditions.

3. Conflicts between this Amended Agreement and the Agreement shall be controlled by this Amendment. All other provisions within the Agreement not modified by this Amendment shall remain in full force and effect.

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

CITY OF OROVILLE

David Pittman, Mayor

Ron Belser
Director – Code Enforcement

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

OROVILLE CITY COUNCIL
RESOLUTION NO. 9351_____

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AMENDMENT #1 TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND RON BELSER

(Agreement No. _____)
BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute Amendment #1 to the Employment Agreement between the City of Oroville and Ron Belser. The Amendment 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 February 18, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

EMPLOYMENT AGREEMENT FOR DIRECTOR OF CODE ENFORCEMENT BETWEEN THE CITY OF OROVILLE AND RON BELSER

The employment agreement (“Agreement”) is made by and between the City of Oroville ("City") and Ron Belser ("Belser"), collectively, the “Parties”, effective June 4, 2024. The Parties hereby agree as follows:

WHEREAS, City desires to employ the services of Belser as its Director of Code Enforcement; and

WHEREAS, it is the desire of the City Council (“Council”) of the City to provide certain benefits, to establish certain conditions of employment and to set working conditions for Belser; and

WHEREAS, Belser desires to be employed as the Director of Code Enforcement of the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree that the Agreement supersedes in total any prior employment agreements or Memorandum of Understandings between the parties, and further agree as follows:

Section 1. Duties:

City hereby agrees to employ Belser as the Director of Code Enforcement of City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City and such other legally permissible and proper duties and functions as the Council shall from time to time assign him.

Section 2. Term; Termination: Severance Compensation:

A. The term of this Agreement shall be effective June 4, 2024, and shall continue until January 18, 2026. On or before July 18, 2025, Belser shall give written notice to City if he wishes to extend the agreement on the same terms and conditions. Thereafter the Council shall determine, within 30 days, whether it wishes to continue and/or extend the agreement and shall give written notice to Belser of its decision. If the Council approves the continuation and/or extension, the parties shall meet to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this Agreement shall terminate as outlined above, and thereafter Belser shall not be entitled to any compensation except for any accrued vested benefits as listed below.

B. If Belser resigns his position as Director of Code Enforcement before the expiration date of the initial or any extended term of this Agreement, Belser shall give the City a sixty (60) day written notice in advance. In such event, Belser shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than thirty (30) days without penalty should Belser make such request.

C. City may terminate this Agreement at any time with or without cause. If the City discharges Belser from his position, without cause, as Director of Code Enforcement, the City shall pay Belser a lump-sum cash payment equal to six (6) months’ salary. In addition, Belser shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation. However, in the event Belser is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation and will only be obligated to pay out vested accrued vacation time. In any event, if the City chooses to terminate the agreement, Belser shall have the opportunity, if eligible, to retire from City employment through PERS, in lieu of termination.

Section 3. Drug Testing Policy:

Belser agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If Belser becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the Agreement, subject to the severance pay provisions of Section 2. C.: provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the California Fair Employment and Housing Act. Belser acknowledges and agrees that his job position meets the definition of a "Key employee" for purposes of these laws.

Section 5. Salary:

City agrees to maintain Belser at Step E of the department head salary schedule, to an annual base salary of $150,123 and payable at the same time and manner as other Council Appointed Employees of the City are paid.

2024 Payment in Lieu of Cost-of-living Increase: Belser shall be paid a payment in lieu of a 2024 Cost-of-living increase equivalent to 3% of salary at the 1/1/2024 level (Step C) this payment is calculated to be $4,065, less applicable tax withholdings.

2025 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2025, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2025 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

2026 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2026, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

Section 6. Performance Evaluation:

The Council shall direct the City Administrator to complete a performance evaluation of Belser each year of the contract and during any extension period of the contract. Upon the Council's concurrence with the satisfactory review, Belser will be eligible for a step increase within the overall range for the position. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and Belser. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with Belser. The City Administrator's evaluation of Belser will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Belser's final evaluation.

Section 7. Hours of Work; Administrative Leave:

Belser shall be employed on a full-time basis, and for optimal customer service should perform such work during normal business hours. However, it is recognized that Belser shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end he shall be allowed to take 85 hours per fiscal year of Administrative Leave. Such leave may be taken only upon approval of the City Administrator. Any remaining unused Administrative leave,

up to a maximum of 40 hours shall be cashed out on the 2nd pay period in June of each year. Administrative leave balances remaining after cash-out at the end of each fiscal year are lost.

Section 8. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, Belser shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against his sick leave. Before taking such leave, Belser shall notify the City Administrator in writing of the time of absence needed and the expected date of return to work. For purposes of this section, immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

City shall provide an automobile to Belser suitable for his use while performing his duties as the Director of Code Enforcement or compensate him, if no vehicle is available, at the rate of $300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5T(k)(6).

Section 10. Vacation and Sick Leave:

Section 10.1 Sick Leave:
Belser shall continue to accumulate sick leave at the rate of one (1) workday for each month of employment. Belser shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:
Belser shall accumulate vacation leave at the rate of twenty-one (21) working days of vacation per year. One additional day per year shall be added to the accumulation rate, above, on the employees' anniversary date in his department head position until a maximum rate of 25 days per year is reached.

Beginning June 4, 2026, or when vacation accruals fall below the 3x annual accrual rate (whichever is sooner) Vacation accruals shall be limited to a maximum of three times (3x) the annual accrual rate. Prior to such date, employees with excess accruals shall be paid out (at the then effective base hourly rate of pay) for accrued vacation above the 3x annual cap (referred to in this section as accrued excess vacation) on the following schedule:

> Installment 1: On the payday for the period including November 21, 2024, 25% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 2: On the payday for the period including May 21, 2025, 33% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 3: On the payday for the period including November 21, 2025, 50% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 4: On the payday for the period including May 21, 2026, all remaining accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Following the fourth installment of payout of accrued excess vacation or when accrued vacation falls below the 3x accrual cap (whichever is sooner), there shall be no further accruals allowed that are above the 3x annual cap.

In addition to the above mandatory draw-down schedule for excess vacation, Belser may request to cash out up to 120 hours of accrued, unused vacation time in each fiscal year. The City's retains

sole discretion to approve or disapprove any request, in whole or in part, dependent on budget conditions.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for Belser and his eligible dependents.

City Paid Medical Benefit after Retirement

This section will terminate in five years on June 4, 2029, without reconsideration or negotiations with the Department Head. The Oroville City Council, at its sole discretion, may reinstate and/or continue this program if it is economically sustainable.

1. The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

2. The City agrees to provide 75% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 15 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

3. The City agrees to provide 50% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 10 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive the Medicare benefit. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

Section 12. Holidays: Belser is authorized to celebrate the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. President's Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. The Day After Thanksgiving Day
12. Last Workday Before Christmas Day
13. Christmas Day

Belser shall be compensated for each holiday at the straight time compensation rate.

Section 13. Technology Fee:

City shall provide a technology allowance to Belser in the amount of $100/month to compensate him for the use of his private cell phone and laptop/tablet for City business.

Section 14. Retirement:

Belser will pay 7% of the employee share of his CalPERS retirement contribution upon commencement of this agreement. If any legislation mandates that the employee share increase above 7% during the term of this agreement or any extensions. Belser and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation for Classic CalPERS members and for PEPRA CalPERS members the highest annual average pensionable compensation earned during 36 consecutive months of service. Both Classic and PEPRA CalPERS members shall receive the 1959 Survivor Benefit at the 4th level.

Sick Leave Conversion at the Time of Retirement:

Upon regular retirement from the City of Oroville, Belser shall have the option to convert his unused sick leave balance to CalPERS service credit or he may convert it to a dollar value to pay premiums for medical, dental, and vision insurance. Belser may also elect to split his unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.

If Belser elects to convert his unused sick leave to a dollar value account to pay for medical, dental and vision insurance and it becomes exhausted, Belser shall have the option of continuing medical, dental and vision insurance coverage at his own expense, consistent with current City policy and Federal law. If, after his retirement, Belser becomes deceased before his dollar value account has been completely utilized, the remaining benefits shall be available to the surviving eligible family members.

Section 15. Deferred Compensation Plan:

The City shall provide a Deferred Compensation Plan for Belser. The City shall contribute 3% of Belser's base salary to Belser's Deferred Compensation Plan. In addition, the City shall match the first 2% that Belser contributes to Belser's Deferred Compensation Plan.

Section 16. Outside Employment:

During the term of the Agreement, and any extensions thereof, Belser shall only accept outside employment that involves teaching or training related to his profession and any existing agreements. Any outside employment shall not interfere with Belser's duties while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of Belser necessary for his continuation and full participation in national, regional, state, and local associations and organizations as are desirable for his continued professional participation, growth, and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated in the annual budget.

Section 18. Professional Development:

A. City agrees to budget for and to pay for travel and subsistence expenses of Belser for professional and official travel, meetings, and occasions to continue the professional development of Belser, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Belser serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

B. City also agrees to budget for and to pay for travel and subsistence expenses of Belser for short courses, institutes and seminars that are necessary for his professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

Section 19. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by Belser, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Department's portion of the annual City budget. The Finance Development Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 20. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and Belser is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all of Belser's civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify Belser against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Belser's duties as Director of Code Enforcement, except for any civil action or proceeding brought against Belser for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 22. Bonding:

City shall bear the full cost of any fidelity or other bonds required of Belser under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and Belser that Belser is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Belser serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations providing for progressive discipline or appeal rights for disciplinary actions. Belser acknowledges and agrees that he is otherwise subject to all other City Personnel Rules and Regulations.

Section 24. Notices:

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965

B. TO BELSER: Belser at his permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to this Agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 25. General Provisions:

A. The text herein shall constitute the entire agreement between the parties.

B. Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Belser.

C. This Agreement shall not be assigned by Belser or City.

D. This Agreement shall not be modified without the written consent of Belser and City.

E. If any provision, or any portion thereof, contained in this Agreement is held un-constitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held June 4, 2024.

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

CITY OF OROVILLE

David Pittman, Mayor

Ron Belser, Director of Code Enforcement

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**
PAT PIATT, COMMUNITY DEVELOPMENT DIRECTOR

RE: **ADOPTION OF ORDINANCE TO AMEND SUBSECTION 13.30 OF THE OROVILLE MUNICIPAL CODE IMPLEMENTING A COMMUNITY CHOICE AGGREGATION PROGRAM WITH PIONEER COMMUNITY ENERGY**

DATE: **FEBRUARY 18, 2025**

SUMMARY

Staff continue to work with Pioneer Community Energy (PCE), a Community Choice Aggregator, to transition power supply responsibilities from Pacific Gas and Electric (PG&E) to PCE. The anticipated transition date is targeted for the fall of 2026. In order to continue to move forward with PCE, the City Council must make changes in the City Municipal Code.

DISCUSSION

Community Choice Aggregator (CCA) programs allow local governments to procure electricity generation on behalf of residents and businesses at wholesale market rates while still utilizing the existing transmission and distribution infrastructure of utilities like PG&E. Butte County, along with the cities of Chico and Oroville, previously attempted to establish a local CCA, Butte Choice Energy (BCE), but market conditions prevented its launch.

Pioneer is a Joint Powers Authority (JPA) serving El Dorado, Placer Counties, and several cities in our region. Like BCE, Pioneer is committed to local investments in renewable energy, economic development, and energy efficiency programs. Pioneer prioritizes ratepayer savings and local control, working to provide competitive electricity rates with a discount over PG&E.

On October 1, 2024, the Council directed staff to move forward with Pioneer. On December 19, 2024, the Pioneer Governing Board approved this expansion effort and an amendment to their JPA. Butte County, Chico and Paradise staff are introducing similar actions to their legislative bodies.

Pursuant to California Public Utilities Code section 366.2(c)(12), the Department proposes the adoption of an ordinance which amends subsection 13.30 of the Oroville Municipal Code to implement a Community Choice Aggregation Program with Pioneer. This item was introduced to the Council at its regularly scheduled Council Meeting on January 21, 2025.

FISCAL IMPACT

None.

RECOMMENDATION

Adopt ordinance amending subsection 13.30 of the Oroville Municipal Code implementing a Community Choice Aggregation program with Pioneer Community Energy.

Ordinance No. ____

AN ORDINANCE OF THE OROVILLE CITY COUNCIL AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM WITH PIONEER ENERGY AND AMENDING SUBSECTION 13.30 ENTITLED, "COMMUNITY CHOICE AGGREGATION" OF CHAPTER 13 ENTITLED, "PUBLIC SERVICES" OF THE OROVILLE MUNICIPAL CODE

The Oroville City Council ordains as follows:

Section 1. Purpose.

1. On September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Statute 2002, Chapter 838; see Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine electricity load of its residents and businesses in a Community Choice Aggregation program (CCA). The Act expressly authorizes participation in a CCA through a joint powers authority; and

2. On September 9, 2015, the County of Placer and the City of Colfax entered into the original Joint Exercise of Powers Agreement to establish the Sierra Valley Energy Authority as a joint powers authority under the Joint Exercise of Powers Act, Government Code section 6500, et seq.; and

3. The California Public Utilities Commission certified the "Implementation Plan" of the Sierra Valley Energy Authority, confirming compliance with the requirements of the Act; and

4. On February 22, 2017, the Amended and Restated Joint Powers Agreement became effective and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members of the Joint Exercise of Powers Agreement and established a Community Choice Aggregation Program within the jurisdictions of the Voting Members; and

5. Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy ("Pioneer"), as it is known today; and

6. Subsequent amendments to the Amended and Restated Joint Powers Agreement have authorized the County of El Dorado and the Cities of Grass Valley, Nevada City, and Placerville to become Voting Members; and

7. Currently, Pacific Gas and Electric Company (PG&E) generates and provides electricity to the residents of the City of Oroville, and there is no alternative provider for the City; and

8. The Oroville City Council finds it essential that its residents, businesses, and public facilities have alternative energy procurement options beyond PG&E; and

9. In July 2024, City of Oroville and Pioneer began discussions and studies to consider the financial feasibility and assess the risk of adding unincorporated Butte County to Pioneer's service area; and

10. Contingent on completing those discussions and studies, the Oroville City Council believes joining Pioneer will

provide financial and other advantages to businesses and residents of the City of Oroville; and

11. The Amended and Restated Joint Exercise of Powers Agreement requires a prospective member to individually adopt a resolution of intent expressing the desire to become a member of the Joint Powers Authority and adopt an ordinance electing to implement a CCA within its jurisdiction under Public Utilities Code section 366.2; and

12. The Oroville City Council finds that the adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, as it is not a "project" since it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Reg. § 15378). Further, the ordinance is exempt from CEQA, as there is no possibility that the ordinance or its implementation would have a significant effect on the environment. (14 Cal. Code Reg. § 15061(b)(3)); and

13. In 2020, the Oroville City Council previously adopted Ordinance #1847 adding sub section 13.30 to the Oroville Municipal Code to create the Butte Choice Energy Community Choice Aggregate and entered into a Joint Powers Agreement with the City of Chico and Butte County, however market conditions have prevented its launch; and

14. The Oroville City Council wishes to amend Subsection 13.30 of the Oroville Municipal Code to reflect its interest in joining Pioneer.

Section 2. Subsection 13.30 of the Oroville Municipal Code is amended to read as follows:

CHAPTER 13.30 – COMMUNITY CHOICE AGGREGATION **13.30.010 – Authorization to implement community choice aggregation program.**

The Oroville City Council authorizes the implementation of a Community Choice Aggregation Program within the areas of the City currently served by PG&E through participation in the Community Choice Aggregation Program of the Pioneer Community Energy Joint Powers Authority, contingent upon all of the following: (a) completion of the impact analysis by Pioneer, (b) adoption of a resolution of intent by the City expressing its desire to become a member of Pioneer, (c) approval of Pioneer Community Energy's Amended and Restated Joint Exercise of Powers Agreement, as amended, by the City, (d) approval by the Governing Board of Pioneer Community Energy of the membership of the City, and (e) the certification by the California Public Utilities Commission of the Implementation Plan filed by Pioneer to include the City.

Section 3. Severability.

The provisions of this Ordinance are separate and severable. If any provision of this Ordinance is for any reason held by a court to be invalid, the City Council declares that it would have passed this Ordinance irrespective of the invalidity of the provision held to be invalid, and such invalidity shall therefore not affect the remaining provisions of this Ordinance which shall remain in full force and

effect or the validity of its application to other persons or circumstances.

Section 4. Effective Date and Publication.

This Ordinance shall take effect thirty (30) days after the date of its passage. The Clerk of the Board of Supervisors is authorized and directed to publish this Ordinance before the expiration of fifteen (15) days after its passage. This Ordinance shall be published once, with the names of the members of the Board of Supervisors voting for and against it, in a newspaper of general circulation published in the County of Butte, State of California.

PASSED AND ADOPTED by the Oroville City Council, State of California, on the 18th day of February, 2025, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

_____
David Pittman, Mayor
Oroville City Council

APPROVED AS TO FORM:
Dave Ritchie, Asst. City Attorney

_____

ATTEST:
Kayla Reaster, Asst. City Clerk

_____

OFFICIAL PETITION
TO
COUNCIL MEMBERS
OROVILLE, CA

Oroville City Hall
1735 Montgomery St
Oroville, CA 95965-4897

To Members of the Oroville City Council:

There is a national movement underway to cut back on quality-of-life policing methods such as making arrests for vandalism, littering, loitering, vagrancy, public intoxication, and other quality of life violations.

As a registered voter in Oroville, I urge you to maintain all quality-of-life policing methods, vigorously defend these methods, support our police in enforcement of quality-of-life violations, and make sure our district attorney is fully behind quality-of-life policing methods.

Quality of life policing, as well as pro-active policing methods, have cleaned up and maintained order in many neighborhoods in our city and helped reduce more serious crime nationwide between 1985 and 2015 by over 50%.

Mr James Speck

Mr Dorothy Moore

Mr Kenneth Brewer

Ms Beverly Whittier

Ms Cynthia Swendeman

Ms June Smith

Ms Ruth Gardner

Mrs Carolyn Scarbrough

Ms Kathleen Kelso

Ms Claudia Moll

Ms Patricia Davis