



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Regular Meeting

DECEMBER 1, 2015
CLOSED SESSION 5:00 P.M.
OPEN SESSION 6:00 P.M.
AGENDA

CLOSED SESSION (5:00 P.M.)

ROLL CALL

Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

CONVENE TO CLOSED SESSION (ITEMS LISTED ON PAGE NO. 4 AND 5)

RECONVENE TO OPEN SESSION

OPEN SESSION (6:00 P.M.)

PLEDGE OF ALLEGIANCE

PROCLAMATION / PRESENTATION

Proclamation in recognition of *December 12, 2015* as the *Salvation Army's Red Kettle Campaign Kick-Off Day*

Presentation by *Anthony Thomas* relating to *Space-Based Weapons and Chemical Trails*

CONSENT CALENDAR

1. **APPROVAL OF THE MINUTES OF NOVEMBER 17, 2015 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

Community Development Department:

2. **TREE REMOVALS IN SANK PARK** – staff report

The Council may consider the removal of four dead and dying trees within Sank Park. (**Wade Atteberry**,

Parks and Trees Supervisor and Donald Rust, Director of Community Development)

Council Action Requested: **Approve the removal of four dead and/or dying trees within Sank Park as indicated in the December 1, 2015 staff report.**

3. INFORMATION TECHNOLOGY SUPPORT – staff report

The Council will receive information regarding support that has been offered to the City by Butte County. **(Tyson Pardee, IT Manager and Ruth Wright, Director of Finance)**

Council Action Requested: **Approve and accept the support offered to the City by Butte County staff relating to information technology services.**

4. NEW DONATIONS TO THE PIONEER MUSEUM – staff report

The Council may consider accepting the donation of an iron cobblers shoe form with a stand and a barrel computing scale, for the Pioneer Museum. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Acknowledge receipt of the donated iron cobblers shoe form with a stand and a barrel computing scale, to the Pioneer Museum.**

PUBLIC HEARINGS - None

REGULAR BUSINESS

Successor Agency:

5. BOND EXPENDITURE AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE OROVILLE SUCCESSOR AGENCY FOR THE USE OF EXCESS BOND PROCEEDS – staff report

The Successor Agency of the former Redevelopment Agency of the City of Oroville may reconsider and approve a Bond Expenditure Agreement between the City of Oroville and the Successor Agency for the transfer of approximately \$3,390,018 of excess bond proceed to the City of Oroville for implementation of projects consistent with the original bond covenants. **(Rick Farley, RDA Coordinator and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 15-16 - A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF OROVILLE ADOPTING THE BOND EXPENDITURE AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE OROVILLE SUCCESSOR AGENCY.**

Community Development Department:

6. FEE WAIVER APPEAL FOR USE OF THE MUNICIPAL AUDITORIUM FOR THE OROVILLE RESCUE MISSION CHRISTMAS EVE DINNER – staff report

The Council may consider an appeal from the Oroville Rescue Mission and Community Action Agency of Butte County, Inc. appealing a staff level fee waiver determination approving 50% of the fees associated with the use of the Municipal Auditorium for the Annual Christmas Eve Dinner, and requesting a full waiver of the fees in the amount of \$625. **(Luis Topete, Associate Planner and Donald Rust, Director of Community Development)**

Council Action Requested: **Per the existing Facility and Park Fee Waiver Policy, staff recommends a 50% fee waiver of the rental fees, in the amount of \$312.50, and recommends the City continue to require the \$500 refundable security deposit.**

7. OUTSTANDING CITY CONTRIBUTION OF INITIAL FUNDING FOR REGIONAL TOURISM BUSINESS IMPROVEMENT DISTRICT FOR MARKETING PURPOSES – staff report

The Council may consider directing staff to pay an outstanding City contribution of \$5,040 to Butte County for the initial funding of a regional tourism business improvement district for marketing purposes. **(Luis Topete, Associate Planner and Donald Rust, Director of Community Development)**

Council Action Requested: **Approve the payment of \$5,040 for the City's contribution to Butte County for the initial funding of a regional tourism business improvement district for marketing purposes.**

8. STATE OF THE CITY ADDRESS AND SAMUEL J. NORRIS AWARD FOR EXCELLENCE – staff report

The Council may consider options for the 2016 State of the City Address and the presentation of the Samuel J. Norris Award for Excellence. **(Donald Rust, Director of Community Development)**

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

9. APPOINTMENTS TO THE ARTS, CULTURE AND ENTERTAINMENT DISTRICT ADVISORY BOARD – staff report

The Council may consider the appointment of seven (7) applicants to serve on the Arts, Culture and Entertainment District Advisory Committee, as well as two (2) alternates. **(Donald Rust, Director of Community Development)**

Council Action Requested:

1. **Appoint seven (7) applicants to the Arts, Culture and Entertainment District Advisory Committee; and**
2. **Appoint two applicants as alternates to the Arts, Culture and Entertainment District Advisory Committee to oversee and provide input.**

10. 2016 RECOLOGY (SOLID WASTE) RATE INCREASE UPDATE – staff report

The Council will receive an update on the Recology (solid waste) rate increase that will go into effect on January 1, 2016. **(Donald Rust, Director of Community Development)**

Council Action Requested: **For informational purposes only.**

Business Assistance and Housing Development Department:

11. BOND EXPENDITURE AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE OROVILLE SUCCESSOR AGENCY FOR THE USE OF EXCESS BOND PROCEEDS – staff report

The Council may reconsider and approve a Bond Expenditure Agreement between the City of Oroville and the Oroville Successor Agency for the transfer of approximately \$3,390,018 of excess bond proceed to the City of Oroville for implementation of projects consistent with the original bond covenants. **(Rick Farley, RDA Coordinator and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8447 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE BOND EXPENDITURE AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE OROVILLE SUCCESSOR AGENCY – (Agreement No. 3159).**

Administration Department

12. AGREEMENT WITH SACRAMENTO VALLEY LIMITED PARTNERSHIP, D/B/A VERIZON

WIRELESS FOR THE INSTALLATION OF COMMUNICATION EQUIPMENT – staff report

The Council may consider an Agreement with Sacramento Valley Limited Partnership d/b/a Verizon Wireless, to install communication equipment on the tower located at the corner of Arlin Rhine Memorial Drive and Lincoln Street, in Oroville. (**Donald Rust, Director of Community Development, Luis Topete, Associate Planner and Scott Huber, City Attorney**)

Council Action Requested: **Adopt Resolution 8448 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH SACRAMENTO VALLEY LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE INSTALLATION OF COMMUNICATION EQUIPMENT - (Agreement No. 3160).**

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

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

Discussion:

- Park Commission Appointments to the Ad hoc Sub-Committee to complete the Urban Forest Management Plan – Chairperson Lawrence and Commissioner Campbell

CORRESPONDENCE - None

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville City Employees Association, Oroville Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters' Association, and Oroville Management and Confidential Association.
2. Pursuant to Government Code Section 54957(b), the Council will meet with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance related to the following position: Director of Public Safety.
3. Pursuant to Government Code Section 54957(b), the Council will meet with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance related to the following position: Director of Finance
4. Pursuant to Government Code Section 54957(b), the Council will meet with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance related to the following position: Assistant Chief of Police
5. Pursuant to Government Code Section 54957(b), the Council will meet with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance related to the following position: Deputy Fire Chief

6. Pursuant to Government Code section 54956.9(d), the Council will meet with the Acting City Administrator and the City Attorney regarding potential litigation – one case.

ADJOURNMENT

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, December 15, 2015, at 5:00 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.

**CITY COUNCIL MEETING MINUTES
NOVEMBER 17, 2015 – 5:00 P.M.**

The agenda for the November 17, 2015, regular meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall and on the City of Oroville's website located at www.cityoforoville.org on Thursday, November 12, 2015, at 3:26 p.m.

The November 17, 2015 regular meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 5:00 p.m.

ROLL CALL

Present: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox,
Mayor Dahlmeier
Absent: None

Staff Present:

Donald Rust, Director of Community Development
Bill LaGrone, Director of Public Safety
Jamie Hayes, Assistant City Clerk
Rick Walls, Interim City Engineer
Amy Bergstrand, Management Analyst III
Rick Farley, RDA Coordinator
Chris Nicodemus, Police Lieutenant

Ruth Wright, Director of Finance
Sean DeBurgh, Acting City Attorney
Karolyn Fairbanks, Treasurer
Allen Byers, Assistant Police Chief
Gary Layman, Chief Building Official
Dean Hill, Assistant Fire Chief
Tyson Pardee, IT Manager

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Steven Berryman.

PROCLAMATION / PRESENTATION

Mayor Dahlmeier presented Ed Morrow and family with a New Business Certificate and Welcome to Oroville for Morrow Heating & Air.

Mayor Dahlmeier presented Jesse Gilmore with a New Business Certificate and Welcome to Oroville for Gilmore Computer Services, LLC.

Vickie Newlin, Butte County Water & Resource Conservation, gave a presentation relating to the 2014 Groundwater Sustainability Act. Following the presentation, the Mayor appointed Council Members Pittman and Del Rosario and City staff members Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer, to serve on the Butte County Assessment Committee relating to the Groundwater Sustainability Act, on December 11, 2015.

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS - None

CC-1

CONSENT CALENDAR

A motion was made by Council Member Hatley, seconded by Council Member Simpson, to approve the following Consent Calendar, with exception to item No. 3 and 7:

1. **APPROVAL OF THE MINUTES OF NOVEMBER 3, 2015 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

Finance Department:

2. **MONTHLY FINANCIAL REPORT AND REPORT OF INVESTMENTS FOR OCTOBER 2015** – report attached

The Council received a copy of the Monthly Financial Report and Report of Investments for October 2015. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Acknowledge receipt of the October 2015 Monthly Financial Report and Report of Investments.**

Community Development Department:

3. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**
4. **AGREEMENT TO RIGHT-OF-ENTRY/POSSESSION WITH THE BUTTE COUNTY OFFICE OF EDUCATION** – staff report

The Council considered an Agreement to Right-of-Entry/Possession with the Butte County Office of Education for the installation of existing and proposed fiber optic communication lines in the downtown area. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8444 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT TO RIGHT-OF-ENTRY/POSSESSION WITH THE BUTTE COUNTY OFFICE OF EDUCATION FOR THE INSTALLATION OF COMMUNICATION LINES AT THREE LOCATIONS IN THE DOWNTOWN AREA – (Agreement No. 3157).**

Administration Department:

5. **DECLARATION AND DISPOSAL/DONATION OF SURPLUS PROPERTY** – staff report

The Council considered the declaration and disposal/donation of items listed on the Surplus property List. **(Tyson Pardee, IT Manager and Donald Rust, Director of Community Development)**

Council Action Requested: **Declare the items listed in the November 17, 2015 staff report as surplus and authorize that the items be added to the Surplus Property List and donated or disposed of.**

6. PURCHASE OF HP DESIGNJET 2500T FORMAT PLOTTER AND SCANNER – staff report

The Council considered the purchase of a large format digital scanner/copier/printer integrated unit from the lowest responsible bidder, California Surveying & Drafting Supply, Inc. in the amount of \$7,782.13. **(Tyson Pardee, IT Manager and Donald Rust, Director of Community Development)**

Council Action Requested: **Authorize the purchase of a HP DESIGNJET 2500TFormat Plotter and Scanner, from California Surveying & Drafting Supply, Inc., in the amount of \$7,782.13.**

7. THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)

The motion was passed by the following vote:

Ayes:	Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier
Noes:	None
Abstain:	None
Absent:	None

ITEMS REMOVED FROM THE CONSENT CALENDAR

Community Development Department:

3. NATIVE SONS OF THE GOLDEN WEST REQUEST TO USE PIONEER MUSEUM – staff report

The Council considered a request by the Native Sons of the Golden West, Argonaut Parlor No. 8 to hold a plaque dedication ceremony on January 24, 2016, for the Native Sons of the Golden West Charter that is currently housed in the Pioneer Museum. **(Donald Rust, Director of Community Development)**

This item was removed from the Consent Calendar by Vice Mayor Wilcox in order to express concerns.

Following discussion, a motion was made by Council Member Simpson, seconded by Council Member Hatley, to:

- 1. Approve the request by the Native Sons of the Golden West, Argonaut Parlor No. 8 to hold a plaque dedication ceremony on January 24, 2016, for the Native Sons of the Golden West Charter that is currently housed in the Pioneer Museum; and**

2. **Accept the offer by the Native Sons of the Golden West, Argonaut Parlor No. 8 to assist with the annual cleaning of the Pioneer Museum and its artifacts on December 15, 2015 – February 1, 2016.**

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor
Wilcox, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: None

Administration Department:

7. **ATTENDANCE TO LASERFICHE EMPOWER CONFERENCE – staff report**

The Council considered authorizing the IT Manager to attend the 2016 Laserfiche Empower Conference, to be held in Long Beach on January 11-14, 2016. **(Tyson Pardee, IT Manager and Donald Rust, Director of Community Development)**

This item was removed from the Consent Calendar at the request of Council Member Hatley, for questions, which were answered by staff.

A motion was made by Council Member Hatley, seconded by Council Member Simpson, to:

Authorize the IT Manager to attend the 2016 Laserfiche Empower Conference, to be held in Long Beach on January 11-14, 2016.

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor
Wilcox, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: None

REGULAR BUSINESS

Successor Agency:

****The following Item was considered simultaneously with Item No. 16.***

- *8. **PURCHASE AND SALE AGREEMENTS OF FORMER OROVILLE REDEVELOPMENT AGENCY PROPERTIES – staff report**

The Council considered recommending approval of Sale and Purchase Agreements relating to two (2) former Oroville Redevelopment Agency (RDA) properties, identified as Olive Highway Property No. 1 (APN 013-260-055) and Olive Highway Property No. 2 (APN 013-

260-056), to the Oversight Board (OB) for the Successor Agency of the City of Oroville, pursuant to the Long Range Property Management Plan (LRPMP), which was approved by the Oversight Board and the State Department of Finance (DOF). **(Rick Farley, RDA Coordinator and Donald Rust, Director of Community Development)**

A motion was made by Council Member Hatley, seconded by Council Member Del Rosario, to:

Adopt Resolution No. 15-15 - A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY OF THE FORMER OROVILLE REDEVELOPMENT AGENCY OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE CHAIRPERSON OR VICE CHAIRPERSON TO SIGN A RESOLUTION RECOMMENDING TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CITY OF OROVILLE THAT THE TWO (2) PROPERTIES: OLIVE HIGHWAY NO. 1 (APN 013-260-055) AND OLIVE HIGHWAY NO. 2 (APN 013-260-056), BE SOLD FOR THE APPRAISED VALUE.

The motion was passed by the following vote:

Ayes: Council Members Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier
Noes: Council Member Berry
Abstain: None
Absent: None

Business Assistance and Housing Development Department:

16. CITY PURCHASE OF TWO FORMER REDEVELOPMENT AGENCY PROPERTIES – staff report

The Council considered the purchase of two (2) former Oroville Redevelopment Agency properties, identified as: Olive Highway Property No. 1 (APN 013-260-055) and Olive Highway Property No. 2 (APN 12-260-056), for their appraised values as per the Successor Agency Long Range Property Management Plan. **(Rick Farley, RDA Coordinator and Donald Rust, Director of Community Development)**

A motion was made by Council Member Hatley, seconded by Council Member Del Rosario, to:

Adopt Resolution No. 8446 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR OR VICE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND ESCROW DOCUMENTS WITH THE SUCCESSOR AGENCY TO THE FORMER OROVILLE REDEVELOPMENT AGENCY FOR THE PURCHASE OF TWO FORMER REDEVELOPMENT AGENCY PROPERTIES DESCRIBED AS OLIVE HIGHWAY NO. 1 (APN 013-260-055) AND OLIVE HIGHWAY NO. 2 (APN 012-260-056), IN THE AMOUNT OF \$45,000.

The motion was passed by the following vote:

Ayes: Council Members Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

Noes: Council Member Berry
Abstain: None
Absent: None

Successor Agency:

**The following Item was considered simultaneously with Item No. 17.*

***9. POTENTIAL SALE OF SUCCESSOR AGENCY HOUSING ASSET PROPERTIES – staff report**

The Successor Agency considered options for the distribution and/or potential sale of nine (9) residential former Redevelopment Agency (RDA) Housing asset properties.

Additionally, the Commission considered the approval of approximately \$4,450 to complete appraisals of five (5) commercial properties and one (1) residential property associated with a possible land trade transaction. **(Amy Bergstrand, Management Analyst III and Donald Rust, Director of Community Development)**

Following discussion the Commission directed staff to sell nine (9) residential former Redevelopment Agency (RDA) Housing asset properties and approved approximately \$4,450 to complete appraisals of five (5) commercial properties and one (1) residential property associated with a possible land trade transaction.

Business Assistance and Housing Development Department:

17. POTENTIAL SALE OF CITY HOUSING ASSET PROPERTIES – staff report

The Council considered the potential sale of three (3) City-owned housing asset properties identified as: 247 Canyon Highlands Drive, 2485 Nevada Street and 730 Bird Street, Oroville. **(Amy Bergstrand, Management Analyst III and Donald Rust, Director of Community Development)**

Following discussion the Council directed staff to sell three (3) City-owned housing asset properties identified as: 247 Canyon Highlands Drive, 2485 Nevada Street and 730 Bird Street, Oroville.

Public Safety Department:

**The following Item was considered simultaneously with Item No. 11.*

***10. UN-FREEZING POLICE OFFICER POSITION – staff report (Continued from November 3, 2015)**

The Council considered un-freezing a Police Officer position and authorizing staff to fill the position. **(Bill LaGrone, Director of Public Safety)**

Following discussion, the Council directed staff to return with this item at a future City Council meeting for further consideration therefore; no action was taken on the following:

1. **Authorize staff to recruit and hire a Police Officer position; and**
2. **Approve Supplemental Appropriation No. 2015/2016-1117-XX.**

11. FIRE INSPECTOR POSITION – staff report (*Continued from November 3, 2015*)

The Council considered the implementation of a Fire Inspector position for the Fire Department to complete State Fire Marshal required annual fire inspections, and annual Weed abatement inspections. **(Bill LaGrone, Director of Public Safety)**

Following discussion, the Council directed staff to return to a future meeting of the Oroville City Council for further consideration therefore; no action was taken on the following:

1. **Authorize staff to recruit and hire a Fire Inspector position; and**
2. **Approve Supplemental Appropriation No. 2015/2016-1117-XX.**

Community Development Department:

12. ZONING CLEARANCE/OCCUPANCY PERMIT APPLICATION FOR 2558 S. 5TH AVENUE, SUITE D – TOWING SERVICE – staff report

The Council considered providing staff with direction regarding a zoning clearance/occupancy permit application for a towing service at 2558 S. 5th Avenue, Suite D, Oroville. **(Luis Topete, Associate Planner and Donald Rust, Director of Community Development)**

Following discussion, the Council directed staff to return to a future meeting of the Oroville City Council with a General Plan Amendment relating to 2558 S. 5th Avenue, Oroville.

13. EQUIPMENT PURCHASES FOR SEWER DIVISION – staff report

The Council considered approving budgeted equipment purchases for the Sewer Division. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

A motion was made by Council Member Pittman, seconded by Council Member Simpson, to:

Authorize the purchase of sewer operations equipment as indicated in the November 17, 2015 staff report.

The motion was passed by the following vote:

Ayes:	Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier
Noes:	None
Abstain:	None
Absent:	None

14. GOFF RESIDENCE DRAINAGE PROJECT – staff report

The Council considered providing direction to staff in regards to the Goff Residence Drainage Project located at 2917 and 2923 Yard Street. **(Gary Layman, Chief Building Inspector and Donald Rust, Director of Community Development)**

Following discussion, the Council directed staff to complete the necessary drainage improvements relating to the Goff Residence Drainage Project located at 2917 and 2923 Yard Street.

Business Assistance and Housing Development Department:

15. REVISED USDA RURAL DEVELOPMENT COMMUNITY FACILITIES GRANT FOR FIRE FIGHTING PERSONAL PROTECTIVE EQUIPMENT FOR FISCAL YEAR 2015/2016 – staff report

The Council considered the revised submittal of a USDA Rural Development Community Facilities Grant Application and resolution for Fiscal year 2015/2016 for the purchase of Personal protective Equipment for the City of Oroville Fire Department. **(Amy Bergstrand, Management Analyst III and Bill LaGrone, Director of Public Safety)**

A motion was made by Council Member Simpson, seconded by Council Member Pittman, to:

1. **Adopt Resolution No. 8445 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING AN APPLICATION, MATCH COMMITMENT OF \$44,811, AND CONTRACT EXECUTION FOR FUNDING IN THE AMOUNT OF \$24,129, FROM THE USDA RURAL BUSINESS COMMUNITY FACILITIES GRANT FOR FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT FOR FISCAL YEAR 2015/2016 AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ALL DOCUMENTS, AGREEMENTS AND ANY AMENDMENTS THERETO WITH THE STATE OF CALIFORNIA FOR THE PURPOSE OF THIS GRANT; and**
2. **Approve the necessary budget adjustments relating to the purchase of Personal protective Equipment for the City of Oroville Fire Department.**

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor
Wilcox, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: None

Administration Department:

18. REGULATION OF CULTIVATION, PROCESSING, DISTRIBUTION AND DELIVERY OF MEDICAL MARIJUANA – staff report

The Council considered an amendment to the Oroville Municipal Code related to the

regulation of cultivation, processing, distribution and delivery of medical marijuana in the City of Oroville. (**Scott Huber, City Attorney**)

Following discussion, the Council directed staff to return to a future meeting of the Oroville City Council with proposed ordinance language relating to the ban of distribution, cultivation, processing and delivery of medical marijuana in the City of Oroville. In addition, Mayor Dahlmeier appointed Council Member Pittman to serve on the Medical Cannabis Ad hoc Committee.

MAYOR/ COUNCIL REPORTS

Council Member Pittman gave brief reports on the following:

- Chamber of Commerce Board of Directors meeting
- Rethinking Development Finance: Financing Development in a Post- Redevelopment World Seminar
- State Parks Visitor Appreciation Day at the Clay Pit State Vehicle Recreation Area
- Supplemental Benefits Fund Oroville Feather River Consolidated Master Plan Ad hoc meeting
- Meeting with Congressman Doug LaMalfa relating to Land and Water Conservation Act funding for the Brad Freeman Trail

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

Activity Reports:

- Public Safety Department

Discussion:

Donald Rust, Director of Community Development, reported on the following:

- Award of \$750 scholarship from the Northern California City Clerks Association
- Jamboree Affordable Housing Corporation – Field Trip to West Sacramento with Council Members Berry, Del Rosario and Pittman
- Industrial Area 2 Clean-Up Project sponsored by the City of Oroville, Recology, Roplast and Oroville Rescue Mission
- Oroville State Theatre Sewage Spill
- Project Updates – Panda Express, Starbucks and Super Walmart

CORRESPONDENCE

- Eddie Vela, California State University, Chico, received November 2, 2015
- Comcast, received November 2, 2015
- California Water Service Company, received November 4, 2015

- Butte Countywide Homeless Continuum of Care, received November 9, 2015

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON NON-AGENDA ITEMS

Gary Layman, Oroville Exchange Club President, gave a brief report on the Oroville Veteran's Day Parade and thanked the Council members that had attended the event.

Preston Dickinson, AT&T External Affairs Consultant, addressed the Council relating to available services.

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville City Employees Association, Oroville Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters' Association, and Oroville Management and Confidential Association.
2. Pursuant to Government Code Section 54957(b), the Council met with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance related to the following position: Director of Public Safety.
3. Pursuant to Government Code Section 54957(b), the Council met with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance related to the following position: Director of Planning and Community Development
4. Pursuant to Government Code Section 54957(b), the Council met with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance related to the following position: Director of Finance
5. Pursuant to Government Code Section 54957(b), the Council met with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance related to the following position: Assistant Chief of Police
6. Pursuant to Government Code Section 54957(b), the Council met with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance related to the following position: Deputy Fire Chief
7. Pursuant to Government Code section 54956.9(a), the Council met with the Acting City Administrator, and the City Attorney relating to existing litigation: Norman O. Cable v. City of Oroville, et al., Butte County Superior Court, Case No. 164706.
8. Pursuant to Government Code section 54956.9(d), the Council met with the Acting City Administrator and the City Attorney regarding potential litigation – one case.

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

ADJOURNMENT

The meeting was adjourned at 7:48 p.m. A regular meeting of the Oroville City Council will be held on Tuesday, December 1, 2015, at 5:00 p.m.

Donald Rust, Acting City Clerk

Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: WADE G. ATTEBERRY, PARKS AND TREES SUPERVISOR;
DONALD L. RUST, DIRECTOR (530) 538-2433
COMMUNITY DEVELOPMENT DEPARTMENT**

RE: TREE REMOVALS IN SANK PARK

DATE: DECEMBER 1, 2015

SUMMARY

The Council may consider the removal of four dead and/or dying trees within Sank Park.

DISCUSSION

There are several trees that are in heavy decline or completely dead within Sank Park. Staff has evaluated the trees and have determined there is no correctable action to stop the steady decline of the trees. Cause of the steady decline is believed to be age. The trees are (2) Saucer Magnolias, (1) Dogwood, and (1) Cherry tree. All the trees are small and accent trees with the intent of adding aesthetic value and features to the Park, which they are not achieving in their current state. Staff would like to remove the trees and plant new trees of the same variety at or near where the old trees stand.

FISCAL IMPACT

Staff time to remove and plant trees. Also the purchase of new trees in the approximate amount of \$250. Account No. 001-6050-5005.

RECOMMENDATIONS

Approve the removal of four dead and/or dying trees within Sank Park as identified in this staff report.

ATTACHMENTS

None

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: TYSON PARDEE, IT MANAGER;
RUTH WRIGHT, DIRECTOR OF FINANCE**

RE: INFORMATION TECHNOLOGY SUPPORT

DATE: DECEMBER 1, 2015

SUMMARY

The Council will receive information regarding support that has been offered to the City by Butte County.

DISCUSSION

As the City begins to implement their new software systems, it is of great value to reach out to entities who are already familiar with our chosen software. We have been fortunate enough to have a very close resource in the Information Technology staff at Butte County.

Occasionally at workshops and meetings, staff run into employees from neighboring entities and current projects are discussed. Continually, we are offered support from the Information Technology Department at the County. The Department offers help to everyone including other municipalities within the County.

As we build our software in SunGard and develop projects in Laserfiche, many of these projects have already been completed by neighboring agencies. Those who are willing to share are of great benefit to the City staff. The County has also been on the receiving end, at times, and has the philosophy to pay it forward.

Staff recommends the Council support the help being offered to us by the County and allow us to tap into their resources.

FISCAL IMPACT

Savings on both staff time and resources.

RECOMMENDATIONS

Approve and accept the support offered to the City by Butte County staff relating to information technology services.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

RE: NEW DONATIONS TO THE PIONEER MUSEUM

DATE: DECEMBER 1, 2015

SUMMARY

The Council may consider accepting the donation of an iron cobblers shoe form with stand and a barrel computing scale, to the Pioneer Museum.

DISCUSSION

The Pioneer Museum has received two new donation requests:

The first donation includes a 1930's era cast iron cobblers shoe form, marked "Adams No. 6," with a stand, marked, "Bonanza, Patent Applied For". The value has been researched and estimated at approximately \$30.

Additionally, the second item donated is an early 1900's barrel scale from the Computing Scale Company, in Dayton, Ohio, which is blue with a glass plate. The value has been researched and estimated at approximately \$700.

The items have been reviewed by Machel Conn, Docent of the Pioneer Museum, and have been deemed acceptable to add to the Pioneer Museum collection. Additionally, the donated items are in compliance with Park Commission Policies & Procedures No. 28, which calls for items accepted to the Pioneer Museum to have particular emphasis on the years 1900 to 1945, and define the unique character and development of the Butte County / Oroville area.

FISCAL IMPACT

There is no fiscal impact at this time.

RECOMMENDATION

Acknowledge receipt of the donation of an iron cobblers shoe form with stand and a barrel computing scale, to the Pioneer Museum.

CC-4

ATTACHMENT(S)

- A - Donation from Richard Davis
- B - Donation from Patti Huntington

EXHIBIT - A

CITY OF OROVILLE Museums DEPARTMENT OF PARKS AND TREES TEMPORARY RECEIPT

Accession Number: _____

The following object(s) are submitted to the City of Oroville Parks Commission for consideration of donation to the collection of PIONEERS. Evaluation will be made with consideration of the relevance of the object(s) to the Scope of Collections policy statement and acquisitions criteria of _____. The Parks Commission cannot guarantee that any objects by donation will be displayed or exhibited in the museum. No employee of the City of Oroville can undertake to appraise or attach a value to any object.

Received from: RICHARD DAVIS Phone: —

Address: donated without info

Description of Item(s) (continue on back):

BARREL SCALE SERIAL# 355649
COMPUTING SCALE COMPANY, DAYTON, OHIO
PATENTED 7/1/1915 REISSUE 4/96 1/98 4/00
5/01 5/03 12/04
BLUE WITH GLASS PLATE

It is understood that the above object(s) are on temporary loan to the Oroville Parks Commission for purposes of evaluation. In the event that the Commission does not accept this object(s) the object(s) must be removed from the Museum within 30 days of notification. Any object not removed by this deadline shall automatically become the property of the City of Oroville and shall be subject to disposal.

Final acceptance or rejection of this gift will be made at the next meeting of the Oroville Parks Commission, on _____.

The Museum shall exercise the same care with respect to the object(s) covered by this receipt as it does with respect to its own property of similar kind or nature, **however**, object(s) left for consideration to the collection are left at your own risk.

The object(s) will be returned to the donor/authorized agent, upon surrender and signature of this receipt. If object(s) are not accepted into the collection of the Museum, do you want the object(s) returned?

YES, return the object(s) NO, do not return the object(s). Disposition to be appropriate.

I have read and agreed to the conditions stated:

Donor: _____

Date: 9/4/2015

Received by: Michelle Com

Date: 9/4/2015

Chronological History of IBM

ibm.com |



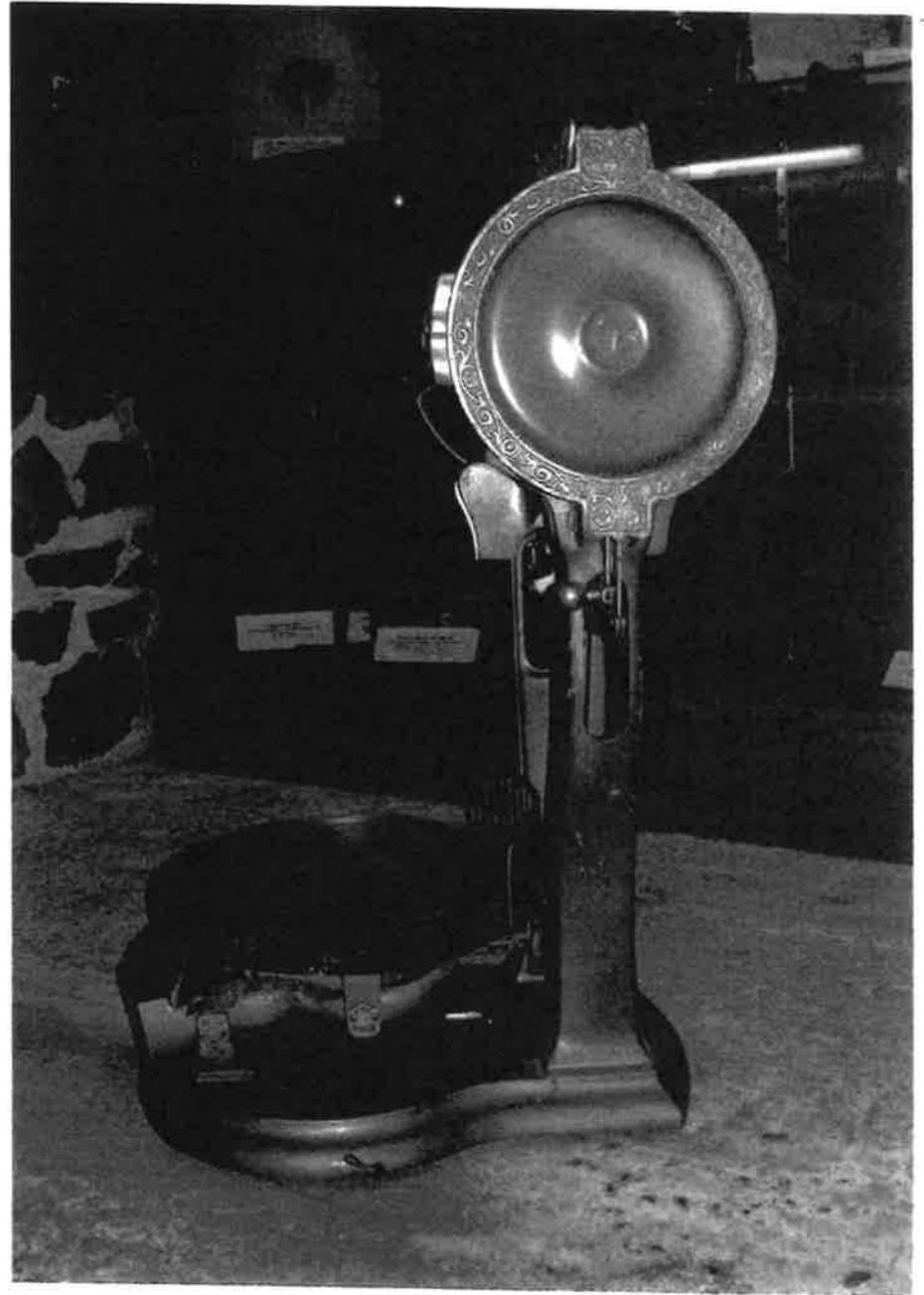
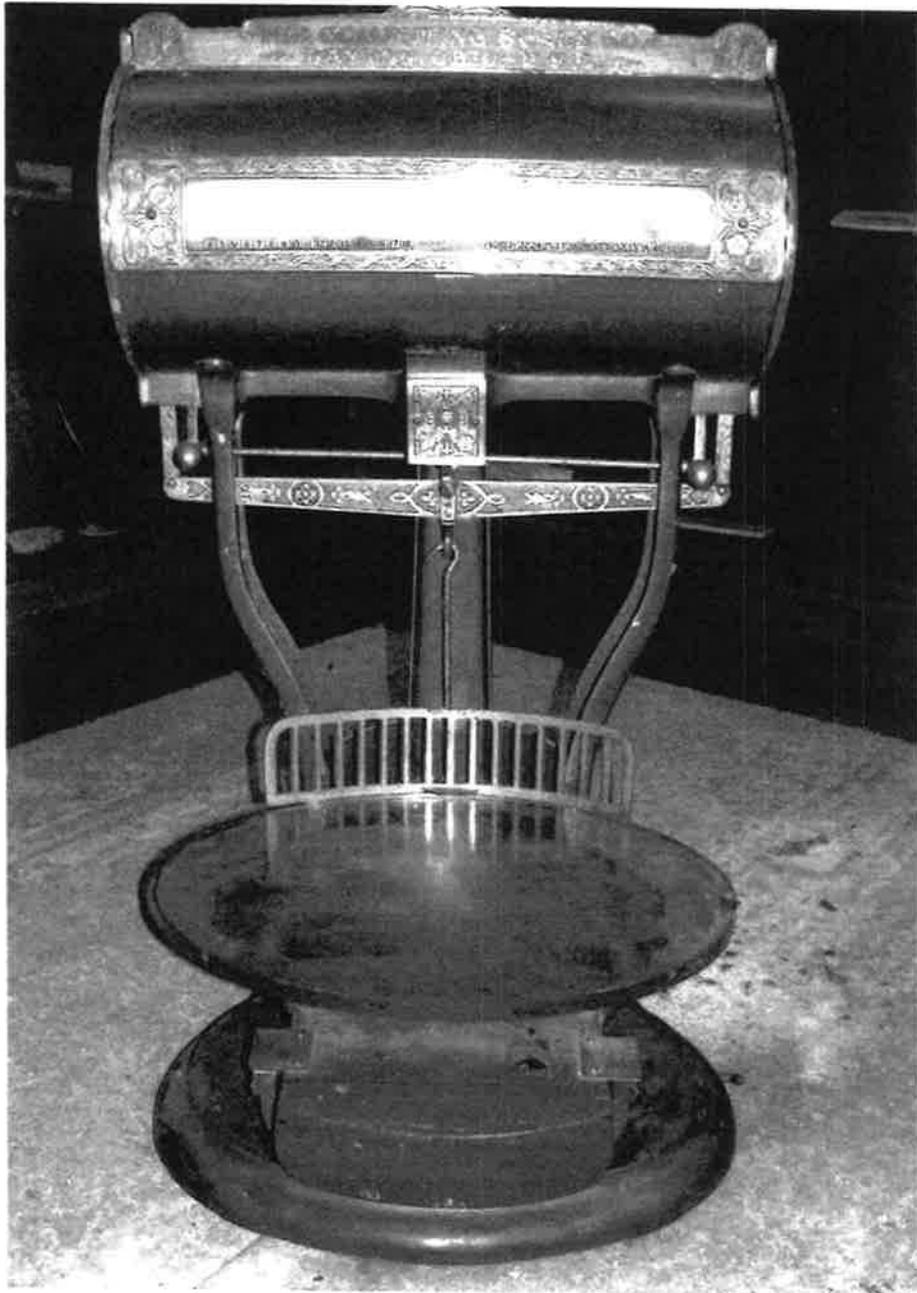
The first decade of the 20th century was marked by a number business launches and consolidations, all of which eventually led to the formation of the **Computing- Tabulating- Recording Company (C-T-R)** - IBM's predecessor - in 1911.

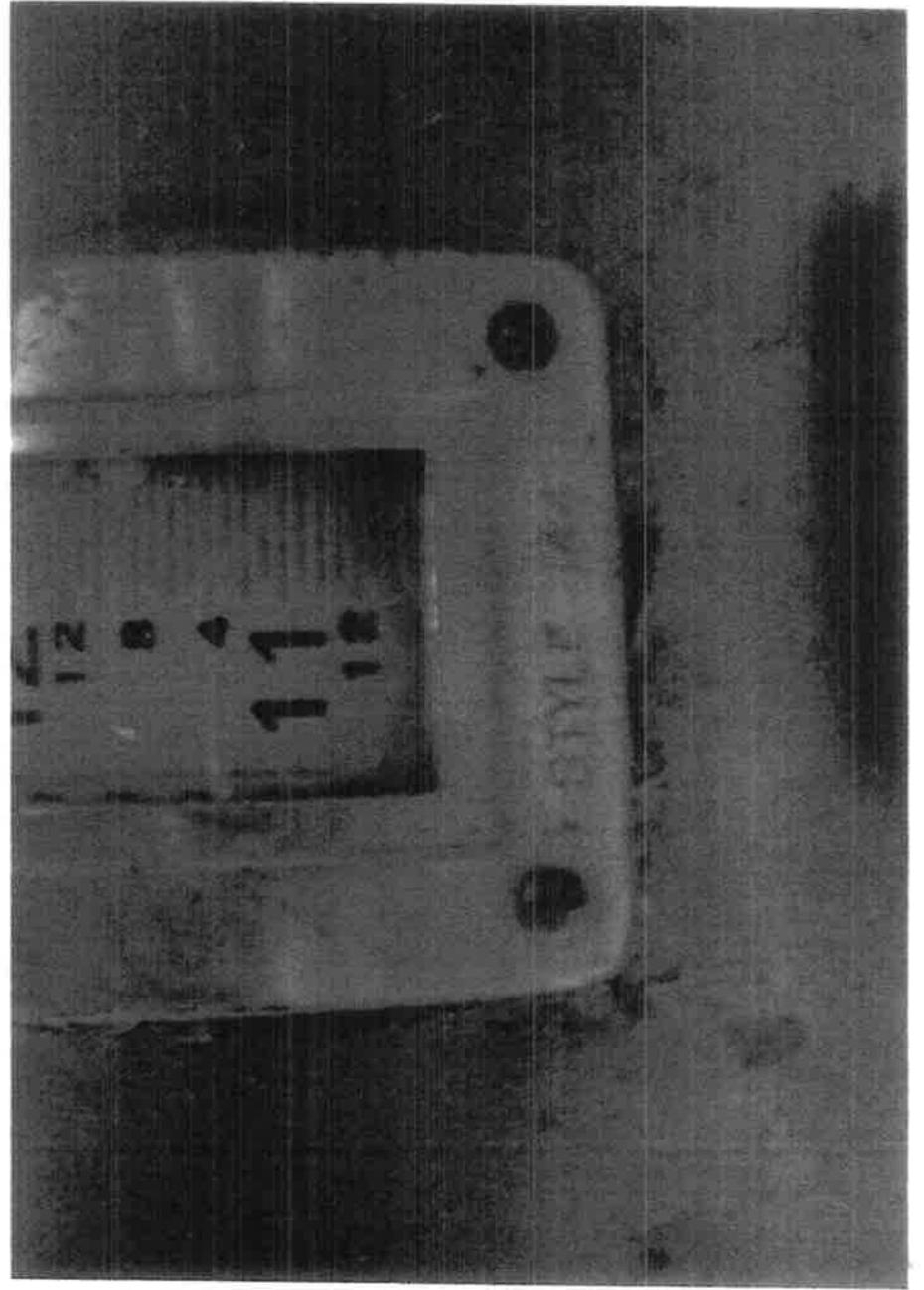
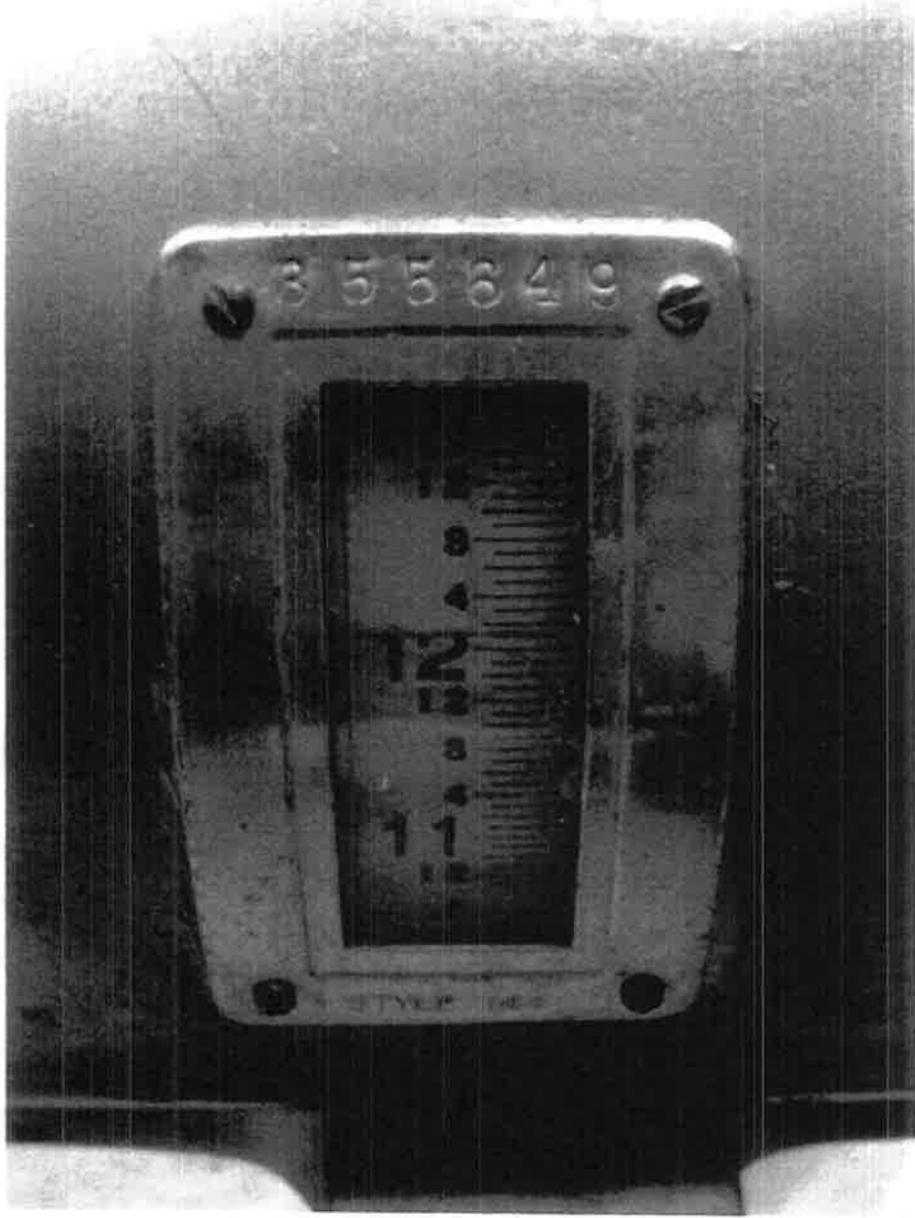


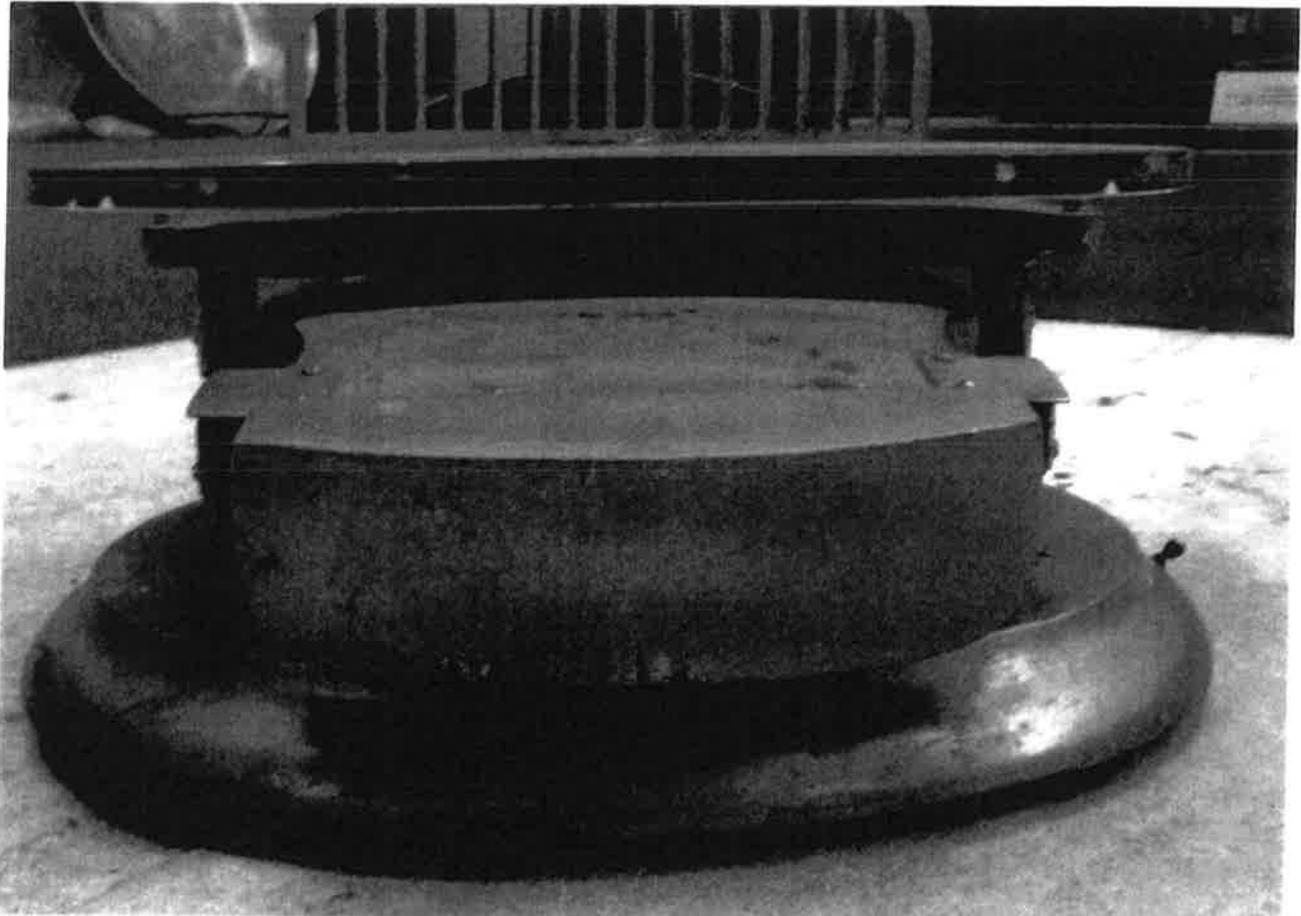
For example, the **International Time Recording Company (ITR)** was formed in 1900 and the **Computing Scale Company of America** was incorporated in 1901 - and these two businesses were two of the three

chief components of C-T-R a decade later. ITR itself acquired other companies, such as the **Dey Time Register Company**, during this period, broadening the time recording equipment product line.

In addition, ITR outgrew its original manufacturing facilities, and built a modern factory in **Endicott, New York**, on the site of what later became an IBM Plant No. 1.







Back to previous page | Listed in category: Antiques > Mercantile, Trades & Factories > Scales



Mouse over image to zoom



Have one to sell? Sell now

Antique Computing Scale Company, Barrel Scale, Early 1900's, Dayton Ohio, Nice

Item condition:
 Ends in: 7d 00h 11m 11s, 8:43AM

Price: **US \$600.00** Buy It Now

Best Offer: Add to watch list

5 watching Add to collection

Located in United States Best offer available

Shipping: Free Local Pickup | See details
Item location: Oswego, Illinois, United States
Ships to: Local pick-up only

Delivery: Varies

Payments: PayPal VISA MC Discover
Credit Cards processed by PayPal

PayPal CREDIT
Spend \$99+ and get 6 months to pay [Apply Now](#) | [See Terms](#)
[See details](#)

Returns: Seller does not offer returns. You are covered by the eBay Money Back Guarantee if you received an item that is not as described in the listing.

Guarantee: [See details](#)
Get the item you ordered or get your money back.
Covers your purchase price and original shipping.

[Add to watch list](#)

Seller information
smithboomer (785)
100% Positive feedback

Follow this seller
[See other items](#)



LEARN HOW TO EARN \$30 BACK

as a statement credit if you are approved for a new eBay MasterCard® account.

[Learn More](#)

People who viewed this item also viewed

[Feedback on our suggestions](#)



Antique Barrel Scale
Early 1900's, ...
\$799.00

[Buy It Now](#) or [Best Offer](#)



Vintage The Standard
Computing Scale Co...
\$759.99

[Buy It Now](#) or [Best Offer](#)



The Standard
Computing Scale Co...
\$250.00

[Buy It Now](#) or [Best Offer](#)



ANTIQUE Vintage
DAYTON
\$160.00

[Buy It Now](#)

Description

Shipping and payments

[Report item](#)

Seller assumes all responsibility for this listing.

Last updated on Oct 24, 2015 11:40:28 PDT | [View all revisions](#)

eBay item number: 111795641873



Antique Barrel Scale Early 1900's, Computing Scale Company, Dayto

Item condition:

Price: **US \$799.00**

[Buy It Now](#)

[Add to cart](#)

Best Offer:

[Make Offer](#)

11 watching

[Add to watch list](#)

[Add to collection](#)

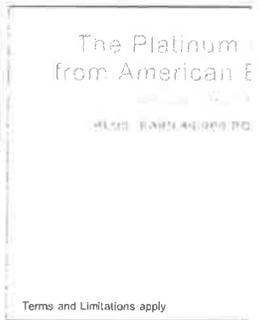
Located in United States

Best offer available

Seller information

brasslanternj (54)
100% Positive feedback

[Follow this seller](#)
[See other items](#)



Have one to sell? [Sell now](#)

Shipping: **Free Local Pickup** | [See details](#)
Item location: Metuchen, New Jersey, United States
Ships to: Local pick-up only

Delivery: **Varies**

Payments: Credit Cards processed by PayPal

PayPal CREDIT

Spend \$99+ and get 6 months to pay. [Apply Now](#) | [See Terms](#)
[See details](#)

Returns: **Seller does not offer returns.** You are covered by the eBay Money Back Guarantee if you received an item that is not as described in the listing.

Guarantee: [See details](#)

Get the item you ordered or get your money back. Covers your purchase price and original shipping.

People who viewed this item also viewed

Feedback



Antique Computing Scale Company, Barr...
\$600.00

[Buy It Now or Best offer](#)



Vintage The Standard Computing Scale Co...
\$759.99

[Buy It Now or Best offer](#)



Antique Vintage The Computing Scale...
\$900.00

[Buy It Now or Best offer](#)



Antique SCALE Standard Country...
\$875.00

[Buy It Now](#)



Antic Mon
\$95

[Buy Free](#)

Description

Shipping and payments

Seller assumes all responsibility for this listing.

eBay item number:

Item specifics

Maker: The Computing Scale Co

This listing is for an antique Barrel Scale from the Computing Scale Company in Dayton Ohio. Base is cast iron with nickel plating over. Patented on September 3, 1891. Features an oval glass shelf and cylinder with weight shows on both sides. Weighs up to 24lbs. Great piece for collectors or to use in your store to add that nostalgic feeling!

Questions and answers about this item

No questions or answers have been posted about this item.

[Ask a question](#)

Back to previous page | Listed in category: Antiques > Mercantile, Trades & Factories > Scales



Mouse over image to zoom



Have one to sell? Sell now

Antique Computing Scale Company, Barrel Scale, Early 1900's, Dayton Ohio, Nice

Item condition: Ends in: 7d 00h 11/11, 8:43AM

Price: **US \$600.00** Buy It Now Add to cart

Best Offer: 5 watching Make Offer Add to watch list Add to collection

Located in United States Best offer available

Shipping: Free Local Pickup | See details Item location: Oswego, Illinois, United States Ships to: Local pick-up only

Delivery: Varies

Payments: PayPal VISA MasterCard

Credit Cards processed by PayPal

PayPal CREDIT

Spend \$99+ and get 6 months to pay. Apply Now | See Terms See details

Returns: Seller does not offer returns. You are covered by the eBay Money Back Guarantee if you received an item that is not as described in the listing.

Guarantee: Get the item you ordered or get your money back. Covers your purchase price and original shipping.

Add to watch list

Seller information

smithboomer (785) 100% Positive feedback

Follow this seller See other items



LEARN HOW TO EARN \$30 BACK

as a statement credit if you are approved for a new eBay MasterCard account.

Learn More

People who viewed this item also viewed

Feedback on our suggestions



Antique Barrel Scale Early 1900's,.... \$799.00

Buy It Now or Best offer



Vintage The Standard Computing Scale Co.... \$759.99

Buy It Now or Best offer



The Standard Computing Scale Co.... \$250.00

Buy It Now or Best offer



ANTIQUE Vintage DAYTON \$160.00

Buy It Now

Description

Shipping and payments

Report item

Seller assumes all responsibility for this listing.

Last updated on Oct 24, 2015 11:40:28 PDT View all revisions

eBay item number: 111795641873

Here is a wonderful antique barrel scale by The Computing Scale Co. out of Dayton, Ohio. Features. Has original oval glass shelf and with weight shows on both sides. Base is cast iron with nickel plating over. A great piece for any collector.

Dimensions

30 1/2" tall x 19" wide x 20" depth

Please email with questions prior to bidding.

Questions and answers about this item

No questions or answers have been posted about this item.

Ask a question

People were also interested in



Vintage "Exact Weight" Scale...

\$45.00

0 bids



Vintage Dayton Counter Platform...

\$89.95

Buy It Now



VINTAGE LARGE WHITE METAL COVERED W...

\$299.00

Buy It Now or Best offer



Antique Toledo 24# Butcher Produce De...

\$399.99

Buy It Now or Best offer



The Standard Computing Scale Co...

\$351.00

Buy It Now or Best offer



VINTAGE 25 LB scale. TOLEDO 4644 mode...

\$99.00

Buy It Now



Vtg Dayton Moneyweight 6750

\$112.50

Buy It Now

See what other people are watching 1/4

Feedback on our suggestions



Vintage Primitive Old Farm New York Penn...

\$61.00

5 bids



ANTIQUE BRASS SCALE WEIGHTS SET...

\$14.02

5 bids



ANTIQUE 1800'S FAIRBANK SCALE, NI...

\$27.53

5 bids



1940's era metal egg scale made by Cyclone

\$13.50

13 bids



Vintage Toledo 3lb Toledo Scale

\$48.50

1 bid

Free shipping



ANTIQUE/VINTAGE/OLD FAIRBANKS...

\$25.00

9 bids

Sponsored Links

**CITY OF OROVILLE Museums
DEPARTMENT OF PARKS AND TREES
TEMPORARY RECEIPT**

Accession Number: _____

The following object(s) are submitted to the City of Oroville Parks Commission for consideration of donation to the collection of Roneer. Evaluation will be made with consideration of the relevance of the object(s) to the Scope of Collections policy statement and acquisitions criteria of _____. The Parks Commission cannot guarantee that any objects by donation will be displayed or exhibited in the museum. No employee of the City of Oroville can undertake to appraise or attach a value to any object.

Received from: Patti Huntington Phone: 533-0329

Address: 3154 YARD

Description of Item(s) (continue on back):

METAL SHOE FORM WITH STAND
FORM MARKED ADAMS NO 6
STAND 12" TALL BASE 5 3/4 x 3 1/2
MARKED BONANZA
PAT. APLD FOR

It is understood that the above object(s) are on temporary loan to the Oroville Parks Commission for purposes of evaluation. In the event that the Commission does not accept this object(s) the object(s) must be removed from the Museum within 30 days of notification. Any object not removed by this deadline shall automatically become the property of the City of Oroville and shall be subject to disposal.

Final acceptance or rejection of this gift will be made at the next meeting of the Oroville Parks Commission, on _____.

The Museum shall exercise the same care with respect to the object(s) covered by this receipt as it does with respect to its own property of similar kind or nature, **however**, object(s) left for consideration to the collection are left at your own risk.

The object(s) will be returned to the donor/authorized agent, upon surrender and signature of this receipt. If object(s) are not accepted into the collection of the Museum, do you want the object(s) returned?

YES, return the object(s)

NO, do not return the object(s). Disposition to be appropriate.

I have read and agreed to the conditions stated:

Donor: Patti Huntington Date: 9-4-15

Received by: Ayechelle Conn Date: 9-4-15

Donation Object History Form (2 pages)

Please gather as much of the following information as possible. This needs to be done when the object is first received. This information is valuable in determining the significance and the proper interpretation of the object. It will also assist in justifying why the gift should be accepted or denied. Please take the time to be as thorough as possible. Attach extra sheets of paper is necessary.

Without this information, the object is just an interesting object. With this information, the object provides a link to our past, making it come alive.

Donor Name: Patti Huntington Phone: 533-0309
Address: _____ City: ORO State: CA Zip: 95964
Object Name: SHIRT FORK WITH ISLAND

This box to be filled out by Museum Staff
Accession Number: _____ Catalog Number: _____

1. How did the object come into their possession? Was it:

A. In the family?

- I. What was the family name?
- II. What was the family relationship to the donor?
- III. Where did the family live?
- IV. What did the family do? (Business, occupation, etc.)

B. Purchased?

- I. From whom?
- II. Where? _____ When? _____
- III. How much was paid? _____
- IV. Why was it purchased? (Gift, everyday use, collectors item, etc.)

C. Given to donor?

- I. When? _____ Where? _____
- II. By whom? _____
- III. What was the relationship to the donor?
- IV. Why was it given?

D. Found?

- I. When? _____ Where? _____
- II. Any unusual circumstances surrounding the find?

2. Use of the object:

- a. How was the object used? (Describe action: ex. "John held it in his left hand and pumped it with his foot.")
- b. Who used or wore the object? **COBBLER**
- c. When was it used? (Every day/ holidays/ in the winter, spring, etc/ during a certain time period/ for a certain situation)
- d. Where was it used? (Exact locations - In kitchen/ in barn/ in California)
- e. What did its use signify?
- f. Why has this object survived or been saved?

3. Manufacture of the object:

- a. Who made it? **UNKNOWN**
- b. When was it made? _____ c. Where was it made? _____
- d. Why was it made?
- e. How does it / did it work?
- f. Who altered or repaired it?
- g. When was it altered or repaired? Where?
- h. Why was it altered or repaired?

4. Are there any photographs of the object?

- a. Showing use of location? **UNKNOWN**
- b. Related photos or people or places?

5. Are there any interesting stories connected with the object? (Please attached separate paper if necessary)

6. Is the object associated with any person, site, event, or industry in: (Attach paper if necessary)

- a. Oroville History
- b. Butte County History
- c. California History
- d. United States History
- e. World History

Search for items or shops

Register

Sign in



Clothing & Accessories Jewelry Craft Supplies & Tools Weddings Entertainment Home & Living Kids & Baby Vintage

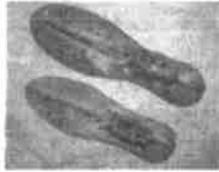
Similar Items Shop More



Vintage Pair of Malleable ... Leftover Stuff \$24.00 USD



Cast Iron Shoe Forms & S... MyManCav... \$150.00 USD



Cast Iron Shoe Forms auctionjunkies \$18.00 USD



Cast Iron Shoe Cobbler St... HeyJunkman \$30.00 USD

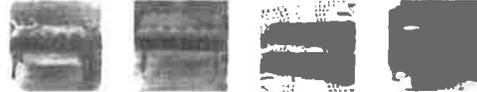


2 - Vintage Cast Iron Shoe... pittsburgh4pi... \$15.00 USD



territoryhardgoods

Favorite Shop



22 items

Favorite

Like this item?

Add it to your favorites to revisit it later.



zoom

SALE: Vintage Cast Iron Shoe Forms Shoe Last Cobbler Shoemaker Anvil Stand Child Size

\$30.00 USD

Ask a Question

Only 1 available

Overview

- Vintage item from the 1930s
- Material: cast iron
- Only ships to United States from Philadelphia, Pennsylvania.
- Feedback: 107 reviews
- Favorited by: 12 people

This shop accepts Etsy Gift Cards

Item Details

(107)

Shipping & Policies

Here's a set of 3 shoemaker essentials -- 2 cast iron cobbler shoe lasts (one adult and one child) and one stand. They show their age with a rust patina. (see photos). They'd make interesting book ends or just a nice industrial display piece. This is one small piece broken off the bottom of the stand (see third pic). Larger shoe is marked "B". Smaller is marked "C".

SALE- was \$40 now \$30

Tweet

territoryhardgoods in Philadelphia, Pennsylvania

**OROVILLE SUCCESSOR AGENCY
STAFF REPORT**

TO: SUCCESSOR AGENCY CHAIRPERSON AND COMMISSIONERS

**FROM: RICK FARLEY, RDA COORDINATOR;
DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT**

**RE: BOND EXPENDITURE AGREEMENT BETWEEN THE CITY OF
OROVILLE AND THE OROVILLE SUCCESSOR AGENCY FOR
THE USE OF EXCESS BOND PROCEEDS**

DATE: DECEMBER 1, 2015

SUMMARY

The Successor Agency of the former Redevelopment Agency of the City of Oroville may reconsider and approve a Bond Expenditure Agreement between the City of Oroville and the Successor Agency for the transfer of approximately \$3,390,018 of excess bond proceeds to the City of Oroville for implementation of projects consistent with the original bond covenants.

DISCUSSION

Pursuant to AB 1484, the amended state legislation dissolving redevelopment agencies, Health and Safety Code Section 34191.4(c), successor agencies are allowed to spend so-called "excess bond proceeds", which are pre-2011 tax allocation bond proceeds that are otherwise not obligated for a project, once a Finding of Completion has been received from the Department of Finance ("DOF"). The expenditure of these excess bond proceeds must still comply with the bond covenants for which the bonds were issued.

The former Redevelopment Agency of the City of Oroville issued bonds as follows:

- 1995 Tax Allocation Revenue Bond - \$5,000,000
- 2002 Tax Allocation Revenue Bond - \$18,255,000
- 2004 Series A Tax Allocation Revenue Bond - \$8,480,000
- 2004 Series B Tax Allocation Revenue Bond - \$2,145,000

As of the last accounting, of the bond revenue funds that were originally issued for project implementation, there is approximately \$3,390,018 in excess bond proceeds from the Series 1995, Series 2002 and Series 2004 tax allocation bonds that remains unspent. The amount is approximate due to accruing interest, and the total amount to be transferred to the City may be adjusted after the execution of the Agreement, to the actual amount on the day of the transfer.

The Oroville Successor Agency received their Finding of Completion on May 6, 2014, and on December 16, 2014 the City Council and Successor Agency approved a Bond Expenditure Agreement between the City of Oroville and the Successor Agency which authorized the transfer of all unspent bond proceeds from the Successor Agency to the City in order to complete projects and activities consistent with the bond covenants. However, the Oversight Board on December 17, 2014 did not approve the Bond Expenditure Agreement due to lack of details regarding the projects would be funded by the excess bond proceeds. On April 29, 2015, this item was brought back before the Oversight Board with a detailed list of projects for reimbursement with the excess bond proceeds. The Oversight Board approved the resolution and the Agreement and resolutions were submitted to DOF for approval. On June 19, 2015, the Successor Agency received a letter from DOF not approving the Bond Expenditure Agreement and returning the action to the Oversight Board for reconsideration (see Attachment 1 – June 19, 2015 DOF Letter). Since then, the Successor Agency has been working on developing a new list of potential projects not yet completed, consistent with the original bond covenants, which could be funded with the excess bond proceeds.

While a Bond Expenditure Agreement was previously executed for the reimbursement of previously funded projects, because that action was denied by DOF, a revised Bond Expenditure Agreement (see Attachment 2) has been drafted as the master agreement authorizing the City to use excess bond proceeds transferred from the Successor Agency, consistent with bond covenants, on projects and programs indicated in the original bond documents. The official statements for the bond issuances (previously provided and available upon request), state the bonds were originally issued for projects for the Oroville Redevelopment Project No. 1 including public facility improvements, private development projects, rehabilitation projects, revitalization of the Oroville Riverfront and downtown areas, parking and road improvements, purchase of land and buildings for resale to private developers, loans to private developers and a revolving loan fund, and other projects allowed under the Redevelopment Plan. Allowing the City to implement these projects with the excess bond proceeds would help to revitalize the Oroville Redevelopment Project No. 1 area which would in turn help improve property values in the area.

Exhibit A provides a list of potential projects that could be funded with the excess bond proceeds which are consistent with bond covenants. The potential projects include the Gateway Project, streetscape improvements, implementation of revitalization plans, parking lot, capital improvement projects, revitalization of the Oroville Riverfront and downtown areas, and others; all of which are consistent with the purpose of the original bond issuance. While the total amount of these projects exceeds the amount of excess bond proceeds available, approval of the entire list provides the City with the flexibility to prioritize and implement projects in a timely manner, as the projects are in varying stages of readiness. The excess bond proceeds may be used to complete an entire project, or it may be used as matching funds for several projects.

In addition to being consistent with the bond covenants, expenditure of the bond funds must also meet the IRS tax-exempt regulations. Oroville's excess bond proceeds include both taxable and tax-exempt bond funds, and as such, the

taxable funds should be used for projects that benefit a specific project or property owner, while the tax-exempt funds must be used for general benefit. Of the \$3,390,018 of excess bond proceeds, \$564,030 are taxable.

FISCAL IMPACT

Approval of the Bond Expenditure Agreement would allow the City of Oroville to receive excess bond funds to implement approximately \$3,390,018 worth of projects consistent with the bond covenants and the original intent of the bonds.

RECOMMENDATION

Adopt Resolution No. 15-16 - A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF OROVILLE ADOPTING THE BOND EXPENDITURE AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE OROVILLE SUCCESSOR AGENCY.

ATTACHMENTS

DOF Letter – June 19, 2015
Bond Expenditure Agreement
Exhibit A – Potential Projects for the Excess Bond Proceeds
Successor Agency Resolution No. 15-16



June 19, 2015

Mr. Jim Simon, Consultant
City of Oroville
309 W. Fourth St
Santa Ana, CA 92701

Dear Mr. Simon:

Subject: Objection of Oversight Board Action

The City of Oroville Successor Agency (Agency) notified the California Department of Finance of its April 29, 2015 Oversight Board (OB) resolution on May 6, 2015. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

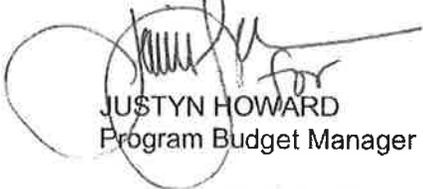
Based on our review and application of the law, OB Resolution No. 05-15, adopting a Bond Expenditure Agreement (Agreement) between the City of Oroville (City) and the Agency, is not approved.

The Agency and the City desire to enter into an Agreement to transfer approximately \$3,390,018 in excess bond proceeds to the City for services previously rendered. It is our understanding that the services were provided by the City pursuant to a 1981 Agreement for Cooperation By and Between the City and former Redevelopment Agency (Cooperation Agreement). While the Cooperation Agreement was approved as a pre-dissolution loan, the repayment amount is subject to the repayment formula outlined in HSC 34191.4 (b) (2). Further, no documentation was provided to assure that the proposed use of bond proceeds for repayment is consistent with the original bond covenants, nor did the OB make such a finding. Therefore, the Agency should request other funding sources, including Redevelopment Property Tax Trust Fund funding, for the repayment on future Recognized Obligation Payment Schedule, subject to Finance's review and approval.

As authorized by HSC section 34179 (h), Finance is returning your OB action to the board for reconsideration

Please direct inquiries to Beliz Chappuie, Supervisor or Satveer Ark, Lead Analyst at (916) 445-1546.

Sincerely,


JUSTYN HOWARD
Program Budget Manager

cc: on the following page

Mr. Jim Simon
June 19, 2015
Page 2

cc: Mr. Rick Farley, Business Assistance Coordinator, City of Oroville
Ms. Maria Solis, Auditor - Accountant, Butte County
California State Controller's Office

BOND EXPENDITURE AGREEMENT

This Bond Expenditure Agreement (the "Agreement") is entered into effective _____, 2015, by and between the City of Oroville, a municipal corporation (the "City"), and the Oroville Redevelopment Successor Agency, successor agency to the Redevelopment Agency of the City of Oroville under Health and Safety Code Section 34173 ("Oroville SA") pursuant to City Council Resolution No. _____, Oroville SA Resolution No. _____, and the Oroville Oversight Board Resolution No. _____.

Recitals

A. Oroville SA received its Finding of Completion under Health and Safety Code Section 34179.7 from the California Department of Finance on May 6, 2014.

B. Health and Safety Code Section 34191.4(c) allows a successor agency that has received a finding of completion to use bond proceeds from bonds issued prior to 2011 for purposes for which the bonds were sold, provides that such proceeds in excess of amounts needed to satisfy approved enforceable obligations shall be expended in a manner consistent with the original bond covenants, and further provides that such expenditures shall constitute "excess bond proceeds obligations" that shall be listed separately on the successor agency's Recognized Obligation Payment Schedule ("ROPS").

C. Oroville SA has so so-called "excess bond proceeds," i.e., pre-2011 tax allocation bond proceeds that are not otherwise obligated for a project or other enforceable obligation from the 1995, 2002 and 2004 Series A and Series B Tax Allocation Revenue Bonds for the Oroville Redevelopment Project No.1. Oroville SA wishes to use such proceeds for redevelopment purposes consistent with applicable bond covenants.

D. The California Community Redevelopment Law (Health and Safety Code Section 33000, et seq.) provides for a cooperative relationship between cities and their redevelopment agencies, as well as their successor agencies who have assumed the duties and obligations of the former redevelopment agencies. Under Health and Safety Code Section 33220, a city may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects. Health and Safety Code Section 33220(e) specifically authorizes a city to enter into an agreement with its redevelopment agency or any other public entity to further redevelopment purposes. Health and Safety Code Section 34178 allows a successor agency and its sponsoring city to enter into agreements with the approval of the Oversight Board.

E. Oroville SA desires to provide excess bond proceeds to the City to enable the City to use such funds, in a manner consistent with the original bond covenants, for improvement projects for which these bonds were issued, as shown in Exhibit A. The transfer of these funds to the City would advance the City's community development goals while maximizing fiscal and social benefits flowing to the taxing entities. The City Council has found that the use of excess bond proceeds to fund projects is in accordance with Health and Safety

Code Sections 33445, 33445.1, and 33679, the bond covenants, and other applicable law. The Oroville Oversight Board has determined that the expenditure of excess bond proceeds in accordance with this Agreement will benefit the affected taxing entities, are consistent with the original bond covenants, and has therefore approved the execution of this Agreement and the provision of excess bond proceeds to the City for the purposes described herein.

F. In order to facilitate the use of excess bond proceeds consistent with the bond covenants, Oroville SA and the City have negotiated this Agreement requiring the transfer of current excess bond proceeds by Oroville SA to the City, and the City's use of such proceeds as shown in Exhibit A and consistent with bond covenants. The parties intend that this Agreement shall constitute an excess bond proceeds obligation within the meaning of Health and Safety Code Section 34191.4(c)(2)(A) to be paid from excess bond proceeds. With Oversight Board approval, Oroville SA will list this Agreement, and the requirement to transfer excess bond proceeds herein, on its Recognized Obligation Payment Schedule ("ROPS") for July 1, 2016 through June 30, 2017 ("ROPS 16-17") as an obligation to be funded with excess bond proceeds.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. RECITALS

The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement.

2. Oroville SA'S OBLIGATIONS

Oroville SA shall have the following obligations under this Agreement:

2.1. CURRENT EXCESS BOND PROCEEDS. Oroville SA shall transfer to the City Excess Bond Proceeds currently held by Oroville SA in an amount of \$3,368,183 (said amount may be adjusted, increased or decreased after the date of this Agreement to the actual amount on the date of transfer).

2.2. FUTURE EXCESS BOND PROCEEDS. Oroville SA shall transfer to the City all future Excess Bond Proceeds held or received by Oroville SA. Such future Excess Bond Proceeds shall include, without limitation, (1) Bond Proceeds previously obligated to a project or other Enforceable Obligation that become unobligated for any reason, (2) Bond Proceeds that become available in the form of rents, sale proceeds, loan repayments, or other revenues that are generated by properties or other assets acquired and/or improved with Bond Proceeds and that are not otherwise obligated to a project or other Enforceable Obligation, and (3) any other funds held by Oroville SA that qualify as Excess Bond Proceeds under this Agreement.

The parties intend that payments of future Excess Bond Proceeds be made to the City as soon as possible after such Excess Bond Proceeds become available. The transfer of future Excess Bond Proceeds shall be made pursuant to an approved ROPS within 30 days of the commencement of the relevant ROPS period. Oroville SA shall be responsible for ensuring that payments of future Excess Bond Proceeds, as such funds become available, are included on the next possible ROPS.

2.3. PROJECTS FUNDED BY EXCESS BOND PROCEEDS. Oroville SA assigns to the City all responsibilities in relation to the administration of any projects or programs funded by Excess Bond Proceeds. Oroville SA assigns to the City all contracts entered into by Oroville SA or the former Redevelopment Agency of the City of Oroville related to activities to be funded by Excess Bond Proceeds, with the exception of those contracts retained by Oroville SA relating to Enforceable Obligations.

3. CITY'S OBLIGATIONS

The City shall have the following obligations under this Agreement:

3.1. RETENTION OF EXCESS BOND PROCEEDS. The City shall accept, hold, and disburse Excess Bond Proceeds transferred to the City by Oroville SA under this Agreement, including current Excess Bond Proceeds and future Excess Bond Proceeds. The City shall retain any Excess Bond Proceeds that it receives, such as revenue generated from properties acquired or improved with Excess Bond Proceeds or payments on loans funded from Excess Bond Proceeds, without any obligation to return such funds to Oroville SA, and shall use such funds to reimburse for projects as identified in Exhibit A, consistent with applicable bond covenants.

3.2. USE OF EXCESS BOND PROCEEDS. The City may spend Excess Bond Proceeds received or retained under this Agreement on any project, program, or activity consistent with the original bond covenants applicable to the particular Excess Bond Proceeds, and must comply with all requirements of federal tax law and all applicable requirements of the California Community Redevelopment Law as to the use of such funds. The City shall be solely responsible for ensuring that Excess Bond Proceeds are maintained and spent in accordance with bond covenants and other applicable laws. The City may transfer funds between approved projects, programs and activities, as long as the transfer is within a single project area if applicable bond covenants restrict such funds to a particular project area.

The City shall indemnify and defend Oroville SA, and its officers and agents, against, and shall hold Oroville SA, and its officers and agents, harmless from, any claims, causes of action, or liabilities arising from the misuse of Excess Bond Proceeds by the City or the failure of the City to ensure that Excess Bond Proceeds are used in accordance with bond covenants, federal tax law, and the California Community Redevelopment Law.

The City assumes all contracts entered into by Oroville SA or the former Redevelopment Agency of the City of Oroville related to activities to be funded by Excess Bond Proceeds, with the exception of those contracts retained by Oroville SA relating to Enforceable Obligations. The City shall perform its obligations hereunder, and under such assumed contracts, in accordance with the applicable provisions of federal, state and local laws, including the obligation to comply with environmental laws such as CEQA, and shall timely complete the work required for each project.

4. ENTIRE AGREEMENT; WAIVERS; AND AMENDMENTS

4.1. This Agreement constitutes the entire understanding and agreement of the parties with respect to the transfer and use of Excess Bond Proceeds. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

4.2. This Agreement is intended solely for the benefit of the City and Oroville SA. Notwithstanding any reference in this Agreement to persons or entities other than the City and Oroville SA, there shall be no third party beneficiaries under this Agreement.

4.3. All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representatives of the parties.

5. SEVERABILITY

If any term, provisions, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability. In addition, the parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of any invalidated or voided provision, covenant, or condition can be accomplished to the maximum extent legally permissible.

6. DEFAULT

If either party fails to perform or adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform shall be in default hereunder. In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this contract, including without limitation the right to sue for damages for breach of contract or to seek specific performance. The rights and remedies of the non-defaulting party enumerated in this paragraph are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party.

7. BINDING ON SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law.

8. FURTHER ASSURANCES

Each party agrees to execute, acknowledge and deliver all additional documents and instruments, and to take such other actions as may be reasonably necessary to carry out the intent of this Agreement.

[SIGNATURES ON NEXT PAGE]

In witness whereof, the undersigned parties have executed this Bond Expenditure Agreement effective as of the date first above written.

“CITY”

THE CITY OF OROVILLE,
a municipal corporation

By: _____
City Administrator

Approved as to form and legality:

By: _____
City Attorney

“OROVILLE SA”

THE OROVILLE REDEVELOPMENT SUCCESSOR AGENCY, successor agency to the
Redevelopment Agency of the City of Oroville under Health and Safety Code Section 34173

By: _____
Oroville SA Administrator

Approved as to form and legality:

By: _____
Oroville SA Counsel

Exhibit A – Potential Projects for the Excess Bond Proceeds

List of Projects	Estimated
Gateway Project Development Project <i>Purchase property from the former RDA.</i>	\$ 1 million
Lincoln St. & Huntoon St. Streetscape Improvement Plan	\$ 2 million
Feather River Boulevard Revitalization Plan	\$ 1.2 million
750 Montgomery – parking lot and land acquisition	\$ 1 million
Municipal Auditorium – MIDAS Project	\$ 5 million
ACE District – Revitalization of 29 acres of the Oroville Waterfront and Downtown area (concept plan already exists):	
<ul style="list-style-type: none"> • Signage and Wayfinding Improvements throughout the Historic Downtown. • Land Acquisition within ACE District (29 acres) boundaries • Public-Private Partnership to create residential development Projects • Affordable Housing Project and Partnerships 	<p style="text-align: right;">\$100,000</p> <p style="text-align: right;">\$250,000</p> <p style="text-align: right;">\$ 1 million</p> <p style="text-align: right;">\$ 1.5 million</p>
Myers Street Underground Project (Rule 20A)	\$ 4.2 million
City Museum Improvement (Bolts AHTM - Expansion)	\$150,000
Corporation Yard Improvements	\$ 500,000
Fire Station / Heliport at the Airport	\$ 750,000
Alley Improvement Projects (Downtown Oroville)	\$ 1 million
Veteran’s Memorial Park	\$ 1.7 million
TOTAL	\$ 21.4 million

**OROVILLE SUCCESSOR AGENCY
RESOLUTION NO. 15-16**

A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF OROVILLE APPROVING THE BOND EXPENDITURE AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE OROVILLE SUCCESSOR AGENCY

WHEREAS, the Oroville Successor Agency ("Successor Agency") received its Finding of Completion under Health and Safety Code Section 34179.7 from the California Department of Finance on May 6, 2014; and

WHEREAS, Health and Safety Code Section 34191.4(c) allows a successor agency that has received a finding of completion to use bond proceeds from bonds issued prior to 2011 for purposes for which the bonds were sold, provides that such proceeds in excess of amounts needed to satisfy approved enforceable obligations shall be expended in a manner consistent with the original bond covenants, and further provides that such expenditures shall constitute "excess bond proceeds obligations" that shall be listed separately on the successor agency's Recognized Obligation Payment Schedule ("ROPS"); and

WHEREAS, as of its last accounting, the Successor Agency has determined it is holding so-called "excess bond proceeds" in the amount of approximately \$3,390,180 (said amount may be adjusted, increased or decreased after the date of this Agreement) that are not otherwise obligated for a project or other enforceable obligations from the 1995, 2002, 2004 Series A and Series B Tax Allocation Revenue Bonds for the Oroville Redevelopment Project No. 1; and

WHEREAS, the Successor Agency desires to provide these excess bond proceeds to the City of Oroville to enable the City to use such funds, in a manner consistent with the original bond covenants, to undertake projects and programs that were not previously funded and obligated by Successor Agency or the City; and

WHEREAS, the Agreement would advance the City's community development goals while maximizing fiscal and social benefits flowing to the taxing entities from successful development. The City Council has found that the use of excess bond proceeds to fund projects detailed in the Agreement is in accordance with Health and Safety Code Sections 33445, 33445.1, and 33679, the original bond covenants, and other applicable laws; and

WHEREAS, the Oversight Board of the Oroville Successor Agency has determined that the expenditure of excess bond proceeds in accordance with the attached Agreement will benefit the affected taxing entities, is consistent with the original bond covenants, and approves the execution of the attached Agreement and the provision of excess bond proceeds to the City for the purposes described.

BE IT HEREBY RESOLVED by the Successor Agency as follows:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The Oroville Successor Agency Chairperson or Vice Chairperson is hereby authorized to execute the Bond Expenditure Agreement between the Oroville Successor Agency and the City of Oroville for the transfer of excess bond proceeds currently held by the Successor Agency.

SECTION 3. The Secretary shall attest to the adoption of this Resolution.

PASSED and ADOPTED by the Successor Agency to the Oroville Redevelopment Agency at a regular meeting on December 1, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Chairperson

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald L. Rust, Acting Secretary

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: LUIS A. TOPETE, ASSOCIATE PLANNER (530) 538-2408;
DONALD RUST, DIRECTOR (530) 538-2433
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: FEE WAIVER APPEAL FOR USE OF THE MUNICIPAL AUDITORIUM
FOR THE OROVILLE RESCUE MISSION CHRISTMAS EVE DINNER**

DATE: DECEMBER 1, 2015

SUMMARY

The Council may consider an appeal from the Oroville Rescue Mission and Community Action Agency of Butte County, Inc. appealing a staff level fee waiver determination approving 50% of the fees (\$312.50) associated with the use of the Municipal Auditorium for the Christmas Eve Dinner and requesting a full waiver of the fees in the amount of \$625.00.

DISCUSSION

On Wednesday, September 9, 2015, the City of Oroville received a fee waiver request for use of the Municipal Auditorium for the Oroville Rescue Mission Christmas Eve Dinner scheduled for December 24, 2015. Setup is scheduled from 8:00 am to 11:00 am, with the event taking place between 11:00 am and 3:00 pm, and cleanup from 3:00 pm to 4:00 pm.

Per the City's Facility and Park Fee Waiver Policy as found in Section 26-10.200 of the Oroville Municipal Code, fee waivers, reductions and special considerations are determined by the City Administrator or his/her designee with a maximum fee waiver of up to 50% of the fees. Fee waivers do not relieve the applicant from payments and obligations for insurance/indemnification requirements, security/damage deposit or other financial obligations associated with the event, program or activity.

Rental fees for the Municipal Auditorium are \$625.00 for the first eight (8) hours, and \$35 per hour for each additional hour over eight (8). Thus, the total rental fees for the proposed event are \$625.00. Per the City's Facility and Park Fee Waiver Policy, a 50% waiver (\$312.50) of the rental fees was granted and applicant was notified in writing on October 27, 2015 (**Attachment A**).

The applicant has since appealed that determination (**Attachment B**) and is requesting a full waiver of the applicable fees. Applicant was also notified that the City is in the process of receiving requests for bids and preparing a contract agreement for the

remodeling of the facility's interior, specifically, upgrades to the heating and cooling systems, and enhancing the entire kitchen facilities to commercial standards. As a result, the facility has the potential to be under construction in late December and unavailable for use.

FISCAL IMPACT

The total rental fees for the proposed event are \$625.00. Per the City's Facility and Park Fee Waiver Policy, a 50% waiver (\$312.50) of the rental fees was granted. The applicant has appealed and is requested a full waiver of the fees.

RECOMMENDATIONS

Per the existing Facility and Park Fee Waiver Policy, staff recommends a 50% fee waiver of the rental fees, in the amount of \$312.50, and recommends the City continue to require the \$500 refundable security deposit.

ATTACHMENTS

- A – Letter of Determination
- B – Correspondence

EXHIBIT - A



City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

Donald Rust
DIRECTOR

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2430 FAX (530) 538-2426
www.cityoforoville.org

October 27, 2015

Community Action Agency of Butte County, Inc.
181 E. Shasta Avenue
Chico, CA 95973

**RE: FEE WAIVER REQUEST FOR USE OF THE MUNICIPAL AUDITORIUM:
OROVILLE RESCUE MISSION CHRISTMAS EVE DINNER**

On Wednesday, September 9, 2015, the City of Oroville received a fee waiver request for use of the Municipal Auditorium for the Oroville Rescue Mission Christmas Eve Dinner scheduled for December 24, 2015. Setup is scheduled from 8:00 am to 11:00 am, with the event taking place between 11:00 am and 3:00 pm, and cleanup from 3:00 pm to 4:00 pm.

Per the City's Facility and Park Fee Waiver Policy as found in Section 26-10.200 of the Oroville Municipal Code, fee waivers, reductions and special considerations are determined by the City Administrator or his/her designee with a maximum fee waiver of up to 50% of the fees. Fee waivers do not relieve the applicant from payments and obligations for insurance/indemnification requirements, security/damage deposit or other financial obligations associated with the event, program or activity.

Rental fees for the Municipal Auditorium are \$625.00 for the first eight (8) hours, and \$35 per hour for each additional hour over eight (8). Thus, the total rental fees for the proposed event are \$625.00. Per the City's Facility and Park Fee Waiver Policy, a 50% waiver of the rental fees (\$312.50) is hereby granted.

If you are unsatisfied with the determination in this letter, you have the option of appealing this determination to the City Council. Any appeals must be submitted in writing and received by the City within 15 days from the receipt of this letter. The appeal must include a detailed description on why you believe the appeal should be granted.

If you have any questions about the information in this letter please contact Donald Rust at (530) 538-2433 or at rustdl@cityoforoville.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Rust". The signature is fluid and cursive, with a large initial "D" and "R".

Don Rust, Director
Community Development Department

EXHIBIT - B

Luis A. Topete

From: Jaclyn Mattson <jmattson@BUTTECAA.com>
Sent: Thursday, November 19, 2015 8:01 AM
To: Don L. Rust
Cc: Luis A. Topete; Jamie Hayes; Thomas Tenorio
Subject: RE: Fee Waiver Request - Use of Municipal Auditorium

Mr. Rust,

Thank you for this information. We will be sure to have a representative attend the City Council meeting on December 1st.

Sincerely,

Jaclyn Mattson
Executive Assistant
Community Action Agency of Butte County, Inc.
181 E. Shasta Ave.
P.O. Box 6369
Chico, CA 95927
(530)712-2881

Helping People.  *Changing Lives.*

From: Don L. Rust [mailto:drust@cityoforoville.org]
Sent: Wednesday, November 18, 2015 11:15 PM
To: Jaclyn Mattson
Cc: Luis A. Topete; Jamie Hayes
Subject: RE: Fee Waiver Request - Use of Municipal Auditorium

Ms. Mattson,

As the fourth paragraph of my letter indicates, you have the option to appeal your request to the City Council. City staff will prepare a staff report for the December 1, 2015 City Council meeting and I invite you to attend to provide input and comments to the Council. The staff report will be available on-line, or at City Hall, at least 72 hours provide to the meeting.

Also of concern, we're in the process of receiving requests for bids (RFB) and preparing a contract agreement for the remodeling of the facility's interior, specifically, upgrades to the heating and cooling systems, and enhancing the entire kitchen facilities to commercial standards.

So, the Auditorium has the potential to be under construction in later December.

If you have any further questions, please let me know, or I assume I'll see you at the Council meeting on December 1st.

Don

From: Jaclyn Mattson [<mailto:jmattson@BUTTECAA.com>]
Sent: Wednesday, November 18, 2015 3:08 PM
To: Don L. Rust <drust@cityoforoville.org>
Subject: FW: Fee Waiver Request - Use of Municipal Auditorium

Mr. Rust,

We received the attached letter of determination where 50% of the fee for use of the Municipal Auditorium on Christmas Eve, December 24th. In the past, the City Council has waived the entire fee for this event, and I am contacting you to find out how we may request a reconsideration from those who make the decision to waive the entire fee? This is a non-profit event, sponsored by the Community Action Agency of Butte County, in partnership with the Oroville Rescue Mission, to provide a warm Christmas meal for the Oroville Community at large. There is no admission fee charged. It is operated by volunteers, and donations of food, toys, and coats for the children and their families, in its entirety. I would be most appreciative if you could point me in the right direction to get a full fee waiver.

Thank you for your consideration.

Respectfully,

Jaclyn Mattson

Executive Assistant
Community Action Agency of Butte County, Inc.
181 E. Shasta Ave.
P.O. Box 6369
Chico, CA 95927
(530)712-2881

Helping People.  *Changing Lives.*

From: Luis A. Topete [<mailto:ltopete@cityoforoville.org>]
Sent: Tuesday, October 27, 2015 9:27 AM
To: Jaclyn Mattson
Cc: Cecilia Carmona
Subject: Fee Waiver Request - Use of Municipal Auditorium

Jaclyn,

Please review the attached letter of determination regarding the Community Action Agency's fee waiver request for use of the Municipal Auditorium for the December 24th dinner and let me know if you have any questions.

Luis A. Topete

City of Oroville | Associate Planner
530.538.2408 | ltopete@cityoforoville.org

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: LUIS A. TOPETE, ASSOCIATE PLANNER (530) 538-2408;
DONALD RUST, DIRECTOR (530) 538-2433
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: OUTSTANDING CITY CONTRIBUTION OF INITIAL FUNDING FOR
REGIONAL TOURISM BUSINESS IMPROVEMENT DISTRICT FOR
MARKETING PURPOSES**

DATE: DECEMBER 1, 2015

SUMMARY

The Council may consider directing staff to pay an outstanding City contribution of \$5,040 to Butte County for the initial funding of a regional tourism business improvement district for marketing purposes.

DISCUSSION

During the initial stages of the Tourism Business Improvement District (TBID) formation, Butte County and all of the participating jurisdictions agreed to collectively fund the effort, including the funding of the initial tourism business improvement district for marketing the program. Most of the discussions regarding the funding for tourism happened during the City Manager/Administrator meetings with all of the jurisdictions. The group discussed at length how the costs should be divided including basing the distribution on percentage of Transient Occupancy Tax (TOT) collected, percentage of hotel rooms, or population. Ultimately the group landed on population. The agreed upon cost breakdown is as identified in **Attachment A**. The City's contribution of \$5,040 was agreed upon by a previous City Administrator (**Attachment B**).

The budget for Year 1 (FY 2014/2015 through 2015/2016) of regional tourism planning and implementation is \$70,000 (plus a \$5,000 donation from PG&E, bringing the total budget to \$75,000). The \$70,000 cost will be split between the County and each of the jurisdictions based on their percentage of the total Butte County population. The City's contribution is \$5,040, which is 7.2% of the total budget, excluding PG&E's contribution. The City's contribution is currently outstanding.

FISCAL IMPACT

Payment of \$5,040 from the City's General Fund for the City's contribution of initial funding for regional tourism marketing.

001-6050-1600

Planning Department's Operational Budget (not currently in current year's budget)

RECOMMENDATIONS

Approve the payment of \$5,040 for the City's contribution to Butte County for the initial funding of a regional tourism business improvement district for marketing purposes.

ATTACHMENTS

A – Letter from Butte County

B – Correspondence

EXHIBIT - A



Butte County Administration Paul Hahn, Chief Administrative Officer

25 County Center Drive, Suite 200
Oroville, California 95965

T: 530.538.7631
F: 530.538.7120

buttecounty.net/administration

Members of the Board

Bill Connelly | Maureen Kirk | Steve Lambert | Doug Teeter | Larry Wahl

June 1, 2015

Don Rust
Interim City Administrator
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

RE: Butte County Tourism Funding and Marketing

Dear Don,

As you know, the Civitas contract for the formation of a Tourism Business Formation District is well underway. Butte County and all of the jurisdictions within Butte County agreed to collectively fund this effort, as well as the initial tourism marketing for the program. The agreed upon cost breakout is listed below.

Jurisdiction	Full Amount	FY 14/15	FY15/16
Unincorporated	\$26320	\$10,804.36	\$15,515.64
Chico	\$27,720	\$11,379.06	\$16,340.94
Oroville	\$5,040	\$2,068.92	\$2,971.08
Paradise	\$8,260	\$3,390.73	\$4,869.27
Gridley	\$2,100	\$862.05	\$1,237.95
Biggs	\$560	\$229.88	\$330.12

Each community can choose to pay only that amount that is currently due (FY 14/15), or you can choose to pay the full amount which includes the full Civitas contract and initial program marketing (Full Amount). I have attached two separate invoices to accommodate either choice. Please determine the payment schedule your jurisdiction is interested in (Invoice 1 or Invoice 2), and send a check payable in that amount to Butte County. Please remit check to Butte County Administration at 25 County Center Drive, Suite 200, Oroville, CA 95965. Should you have any questions, or need any additional information, please contact me at 530-538-2554 or jmacarthy@buttecounty.net. We appreciate your on-going support for this valuable project.

Sincerely,



Jennifer Macarthy

Deputy Administrative Officer
Community and Economic Development

EXHIBIT - B

Macarthy, Jennifer

From: Macarthy, Jennifer
Sent: Tuesday, July 08, 2014 10:55 AM
To: Randy Murphy
Subject: RE: Oroville Tourism Share

Hi Randy,

Thanks for participating in the meeting yesterday. The Oroville contribution is \$5,040. I will talk to Paul about the timing and the process for the contribution. Thanks so much for your support.

Jen

Jennifer Macarthy

Economic and Community Development Manager
25 County Center Drive, Ste. 200
Oroville, CA 95965
(530) 538-2554
(530) 538-7120 (FAX)

COUNTY OF BUTTE E-MAIL DISCLAIMER: This e-mail and any attachment thereto may contain private, confidential, and privileged material for the sole use of the intended recipient. Any review, copying, or distribution of this e-mail (or any attachments thereto) by other than the County of Butte or the intended recipient is strictly prohibited. If you are NOT the intended recipient, please contact the sender immediately and permanently delete the original and any copies of this e-mail and any attachments thereto.

From: Randy Murphy [mailto:MurphyR@cityoforoville.org]
Sent: Tuesday, July 08, 2014 10:31 AM
To: Macarthy, Jennifer
Subject: Oroville Tourism Share

Hi Jen – Pls advise the amount we need to pay. \$5,080? Thanks! – RPM

Randy Murphy

CITY OF OROVILLE | CITY ADMINISTRATOR
1735 MONTGOMERY STREET | OROVILLE, CA 95965
V: (530)-538-2535
E: murphyr@cityoforoville.org

"If you want to go fast, go alone, but if you want to go far, go together."
- African Idiom

Luis A. Topete

From: Don L. Rust
Sent: Thursday, November 19, 2015 2:05 PM
To: Luis A. Topete; Dawn Nevers
Subject: FW: Regional Tourism Funding
Attachments: Randy-Murphy-Email-TBID-Funds.pdf; Oroville Ltr.pdf

From: Hatcher, Casey [mailto:CHatcher@buttecounty.net]
Sent: Thursday, November 19, 2015 12:49 PM
To: Don L. Rust <drust@cityoforoville.org>
Cc: Macarthy, Jennifer <JMacarthy@buttecounty.net>
Subject: FW: Regional Tourism Funding

Hello Don.

I certainly understand you need documentation for the City to make the payment. This has been a long term project so it has spanned more than one City Manager/Administrator in a couple of communities.

Most of the discussions regarding the funding for tourism happened during the City Manager/Administrator meetings with all of the jurisdictions. The group discussed at length how the costs should be divided including basing the distribution on percentage of TOT collected, percentage of hotel rooms, or population. Ultimately the group landed on population.

If you scroll down in this email you will see an email from Jen summarizing a discussion and asking for concurrence from the jurisdictions. The next email is from Randy indicating his approval. Most jurisdictions budgeted the funds in FY 14-15, which is why Jen sent invoices in June allowing jurisdictions to pay the whole amount or part of the payment and then re-budget the remainder to be paid in FY 15-16. I have also attached an email in which Randy contacted Jen to confirm the amount for Oroville.

The attached letter was sent in June with the invoices, which shows the payment per jurisdiction.

I hope this is what you need. Please let me know if I can provide additional information.

Thanks,
Casey

Casey Hatcher
Principal Management Analyst / PIO
Butte County Administration
25 County Center Drive, Suite 200, Oroville, CA 95965
T: 530.538.6182 | M: 530.518.3508

[Twitter](#) | [Facebook](#) | [YouTube](#) | [Pinterest](#)

From: Macarthy, Jennifer
Sent: Thursday, November 19, 2015 12:30 PM

To: Hatcher, Casey <CHatcher@buttecounty.net>

Subject: FW: Regional Tourism Funding

JENNIFER MACARTHY
DEPUTY ADMINISTRATIVE OFFICER
ECONOMIC & COMMUNITY DEVELOPMENT



Administration Department

25 County Center Drive, Suite 200, Oroville, CA 95965

Direct: 530.538.2554 | Mobile: 530.519.3575



"COUNTY OF BUTTE E-MAIL DISCLAIMER: This e-mail and any attachment thereto may contain private, confidential, and privileged material for the sole use of the intended recipient. Any review, copying, or distribution of this e-mail (or any attachments thereto) by other than the County of Butte or the intended recipient is strictly prohibited. If you are NOT the intended recipient, please contact the sender immediately and permanently delete the original and any copies of this e-mail and any attachments thereto."

From: Randy Murphy [<mailto:MurphyR@cityoforoville.org>]

Sent: Friday, December 20, 2013 12:54 PM

To: Macarthy, Jennifer

Subject: RE: Regional Tourism Funding

Jennifer – Your recollection jibes with mine. I am taking this matter to our Exec Committee in a few minutes. I don't anticipate any opposition and will try to have it before the full Council in mid-January. Thanks for your help on this! – RPM

From: Macarthy, Jennifer [<mailto:JMacarthy@buttecounty.net>]

Sent: Friday, December 20, 2013 9:45 AM

To: Brian Nakamura; Randy Murphy; Hahn, Paul; lgill@townofparadise.com; Mark Sorensen (mark@biggs-ca.gov); Rob Hickey (rhickey@gridley.ca.us)

Cc: Mark Orme; Hatcher, Casey

Subject: Regional Tourism Funding

Good morning,

Thank you all for taking the time to meet to discuss the next steps to pursue related to regional tourism planning and implementation. Based on the meetings that were held with each of you, it is my understanding that we all came to the following agreement:

1. The budget for Year 1 of regional tourism planning and implementation will be \$70,000 (plus a \$5,000 donation from PG&E, bringing the total budget to \$75,000).
2. The \$70,000 cost will be split between the County and each of the jurisdictions based on their percentage of the total Butte County population.
3. Each of you will recommend to your Board or Council that your portion of the funding as described in the attached spreadsheet be approved as part of the 2014 - 2015 budget.

If you are in agreement with the three steps outlined above, please send a confirming email to the group. If this was not your understanding, please let me know that as well.

Once I hear back from the group, Casey Hatcher will reach out to you to discuss in more details the first steps that can be initiated related to the TBID process.

I look forward to continuing to work with each of you on this valuable Butte County project. May each of you enjoy a fun filled holiday season with family and friends!

Take care,
Jen

Jennifer Macarthy

Economic and Community Development Manager
25 County Center Drive, Ste. 200
Oroville, CA 95965
(530) 538-2554
(530) 538-7120 (FAX)

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**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

**RE: STATE OF THE CITY ADDRESS AND SAMUEL J. NORRIS AWARD
FOR EXCELLENCE**

DATE: DECEMBER 1, 2015

SUMMARY

The Council may consider options for the 2016 State of the City Address and the presentation of the Samuel J. Norris Award for Excellence.

DISCUSSION

In previous years, the State of the City Address has been hosted by the Oroville Economic Development Corporation (OEDCO); additionally, the presentation of the annual Samuel J. Norris Award for civic excellence and achievement has accompanied the State of the City Address. In March of 2015, the Samuel J. Norris Award was presented at the Oroville Chamber of Commerce Annual Awards Dinner held at Feather Falls Casino. Staff would like to request continuing the presentation of the Samuel J. Norris Award at the Chamber of Commerce Annual Awards Dinner, to be held on April 21st, 2016, at Feather Falls Casino. Staff feels that the event is appropriate for the award.

In 2015, the State of the City Address was forgone. Staff would like to propose the following options for the 2016 State of the City Address:

- Co-host a dinner with OEDCO at a specific location
- Host a breakfast at Table Mountain Golf Course, catered by Table Mountain Gold Course
- First Friday event in April at the State Theater and coordinate with the Oroville Downtown Business Association
- Host a breakfast at the Monday Club catered by a local Oroville business

FISCAL IMPACT

The fiscal impact will vary depending upon the event and location

RECOMMENDATIONS

Provide direction, as necessary.

ATTACHMENT

None

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

**RE: APPOINTMENTS TO THE ARTS, CULTURE AND ENTERTAINMENT
DISTRICT ADVISORY COMMITTEE**

DATE: DECEMBER 1, 2015

SUMMARY

The Council may consider the appointment of seven (7) applicants to serve on the Arts, Culture and Entertainment (AC&E) District Advisory Committee, as well as two (2) alternates.

BACKGROUND

On November 19, 2013, the Oroville City Council adopted Resolution No. 8151, adopting the Final Draft of the AC&E District planning document which outlines the future of the City's AC&E District for the purpose of revitalizing the City's Historic Downtown as a recreational, community gathering place and tourist destination by capitalizing upon the existing cultural, historic, and natural resources of the area.

On August 19, 2014, the City Council approved recruiting for the AC&E District Advisory Committee. A press release was distributed by staff on January 29, 2015, to recruit applicants for the AC&E District Advisory Committee. Since January 29, 2015, staff has received nine applications.

DISCUSSION

A kick-off meeting was held on October 21, 2015, in the City Council Chambers for the (9) applicants. There were eight applicants in attendance. All (9) applicant have expressed continue interest in becoming an AC&E Advisory Committee member. The preparation, completion and adoption of the AC&E District conceptual plan was an important first step. As a next step in seeing this plan implemented, an AC&E District Advisory Committee should be established.

FISCAL IMPACT

No fiscal impact at this time.

CC-9

RECOMMENDATIONS

1. Appoint seven (7) applicants to the Arts, Culture and Entertainment District Advisory Committee; and
2. Appoint two applicants as alternates to the Arts, Culture and Entertainment District Advisory Committee to oversee and provide input.

ATTACHMENT

Applications for Appointment to the Arts, Cultural and Entertainment District Advisory Committee

OPTIONAL

How did you hear about this recruitment? _____

VERIFICATION

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

Date: _____ Signature: _____

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



BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

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

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

As a business owner (co-owner Coyote clothing) and U.P. ODB.A, I believe that the Downtown District is key to the growth and future of Oroville. I believe it can and will thrive and I want to be an active part in its growth.

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

My knowledge of the Downtown and I believe I have a good idea of what the people want to see Downtown.

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

Date:

4-27-15

Signature:

APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

(Please Read Instructions)

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

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

✓ Q

City of Oroville

JAN 26 2015

Administration

Name of committee/commission you are applying for:

Arts Commission, ACE Board

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

- Planning Commission
- Arts Commission
- Housing Loan Advisory Committee
- Economic Development Loan Advisory Committee
- Park Commission
- Southside Community Center Advisory Committee
- Oroville Mosquito Abatement District Committee
- Arts, Cultural, Bnt. District

APPLICANT INFORMATION

Name (print): Bonnie Callaway

Residence Address:

Mailing Address (if different): same

Telephone: E-Mail Address:

Are you a qualified elector** of the City? Yes No -> not in city limits

** A United States citizen, 18 years of age or older, living within the City limits of the City of Oroville, and a registered voter.

EMPLOYMENT INFORMATION

Occupation: Self-Employed w/ Origami owl Jeweler

Current Employer: Self-Employed

Current Employer Address:

Telephone: 321-0813

EXPERIENCE/BACKGROUND

(Additional information/resume may be attached to this application)

Education: Currently enrolled in Master's Program

Memberships of Organizations: American Psychology Association

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

If yes, list committee/commission and dates served: Student Council 1999-2000

OPTIONAL

How did you hear about this recruitment? Online

VERIFICATION

Greater Oroville Area

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

Date: 1/20/15

Signature:



BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

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

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

I think the Arts are vital to a happy and healthy community. I think the Arts encourage diversity and create an outlet for a community to express its best side. Art makes people happy and creates a community that makes people want to be a part of. I would love to be a part of the committee that found and continues to find ways to incorporate the Arts into our community.

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

I have experience with staffing vendor booths, advertising, customer service and interacting with a wide variety of people.

I enjoy finding unique and creative ways to incorporate new ideas; and I enjoy working with others to make a project successful.

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

I do not have any conflicts

Date: 1/20/15

Signature: Bonnie Callaway



City of Oroville
FEB 24 2015
Administration

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

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

✓Q

Name of committee/commission you are applying for:

1. Art, Cultural and Entertainment (ACE) District Advisory Committee.

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

- | | |
|---|--|
| <input type="checkbox"/> Planning Commission | <input checked="" type="checkbox"/> Arts Commission |
| <input type="checkbox"/> Housing Loan Advisory Committee | <input type="checkbox"/> Economic Development Loan Advisory Committee |
| <input type="checkbox"/> Park Commission | <input type="checkbox"/> Southside Community Center Advisory Committee |
| <input checked="" type="checkbox"/> Art, Cultural Entertainment District Advisory Committee | |
| <input type="checkbox"/> Oroville Mosquito Abatement District Committee | <input type="checkbox"/> Other |

APPLICANT INFORMATION

Name (print): Sherrie Noel

Residence Address: Oroville CA 95966

Mailing Address (if different): _____

Telephone: _____ E-Mail Address: _____

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

EMPLOYMENT INFORMATION

Occupation: Lead Teacher (Special Education)

Current Employer: Sierra School of Butte County

Current Employer Address: 2775 Yard Street

Telephone: 530-533-5464

EXPERIENCE/BACKGROUND

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

Education: Bachelors Degree in Liberal Arts/ SPED Multiple Subject Teaching Credential

Memberships of Organizations: See supplemental questionnaire

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

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

OPTIONAL

How did you hear about this recruitment? Website

VERIFICATION

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

Date: 2/24/2015

Signature 

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

See supplemental questionnaire and resume.

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

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

My mother and father grew up in Oroville. I grew up in Oroville and raised a family here as well. I now have grandchildren growing up in this community. Oroville has been and always will be home to me. My husband and I take two vacations a year, but it is always good to come home. I love to visit places with a small town community feel, such as Nevada City CA, Healdsburg CA, Calistoga CA, and Mount Shasta.

Experiencing the culture of other small towns has inspired and motivated me to get more involved in the improvement of my own community. I would be honored and excited if given the opportunity to serve on the ACE Committee.

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

Last year I was the recipient of the National Award for Outstanding Special Education Teacher of the Year 2013/2014. I am very artistic and creative. I enjoy planning events and I am discovering I have some entrepreneurial skills. I enjoy working with and serving people. I am passionate about using these qualities in ways that can help others and give back to the community.

Working with students with special needs, for the past ten years, has taught me a lot about myself. As a Special Education Teacher, I had to learn how to think outside the box. Teaching in this manner, helped me discover talents I never knew I possessed. In finding ways to create engaging, meaningful, transferrable lessons, I discovered an **inner passion for Visual and Performing Arts**. On a very small budget, without a stage, and working with emotionally challenged young adults, I was amazed at what I was able to accomplish.

Every Christmas, my students transform our classroom and the cafeteria into a working theater to perform Charles Dickenson original script of "The Christmas Carol. We build the set from paper, paint, and cardboard. Students each play multiple roles in the production. In addition to "The Christmas Carol," my students also perform an annual murder mystery dinner theater in which they write the script, perform the play, and serve the audience refreshments from the student run coffee shop. These annual projects are a challenge and a lot of work, but very rewarding.

While Visual and Performing Arts Class has proven to be a great way to motivate students to read, write, practice public speaking, and express themselves in a positive way, Math has proven to be a little more challenging. **Working from out of date textbooks, my students were bored. Last December, during class, I threw the book in the trash and told the students we were going to open our own coffee shop.**

Instead of reading about math concepts that have no, to the kids, apparent relevance in their lives the kids are applying those same concepts. Today, I am amazed at how well the student ran business is doing. **The students take orders, deliver orders, and make blended coffees, lattes, smoothies, tea, house coffee and, when possible, bake**

muffins. The students came up with a business motto, business name, and logo. Each student is required to become Serv Safe Certified before working in the coffee shop. I am a teacher, not a coffee shop manager. It has been a learning experience for me and I am so proud to see what my students and I have accomplished. After a year of running our business, it now runs itself with its own rules, routines, and procedures and in the process my students are learning valuable life skills including the math skills that they are going to need to live independent and productive lives.

In addition to theater and the coffee shop, my class hosts various events throughout the school year. Here are a few other events that I have organized, planned, and managed: Coffee Fundraiser for the Christmas Angel Tree – Students raised over \$300.00 and purchased over 20 gifts for children in the community.

Students created and delivered over twenty Christmas wreaths to residence at Olive Ridge Rest Home.

Students served coffee samples, presented, and answered questions at local Rotary Club Meeting.

Students build, and host Annual Harvest Fest Carnival.

Students cook Annual Thanksgiving feast for students, parents, and district and community representatives.

Working with emotionally challenged young adults on projects such as these requires me to demonstrate above average skills in artistic creativeness, management, organization, patience, leadership, perseverance, and social networking. If you have need of someone who is passionate about Art, working with people, and giving back to our community then I would be a great asset to your committee.

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

I do not have any conflicts that would make me ineligible to vote on any items.

Date: 2/24/2015 Signature: _____

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Date: 2/24/2015 Signature: _____

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Instead of reading about math concepts that have no, to the kids, apparent relevance in their lives the kids are applying those same concepts. Today, I am amazed at how well the student ran business is doing. **The students take orders, deliver orders, and make blended coffees, lattes, smoothies, tea, house coffee and, when possible, bake**

Sherrie Noel

Oroville, CA, 95966



Education

AA Degree

Butte Community College
Liberal Studies
8/1995-12/1998

BA Degree

California State University of Chico
Liberal Studies BA Degree
1/1999-5/2007

Teaching Credential

California State University of Chico

Work History

Sierra School of Butte County
8/12/2012- Present

Position: SPED Teacher

Duties: Creating and teaching lesson plans for multiple subjects in a self contained ED high school classroom. Creating, writing organizing, and implementing individualized education plans. Supervising and directing support staff.

Youth for Change Non-Public School
11/2011-6/2012

Position: SPED Teacher

Duties: Creating and teaching lesson plans for multiple subjects in a self contained ED high school classroom. Creating, writing organizing, and implementing individualized education plans. Supervising and directing support staff. (I was also the head teacher for

the summer school program).

Reason for Leaving: School closed.

Milhou's Children's Services

8/2011-11/2011

Position: SPED Teacher

Duties: Creating and teaching lesson plans for multiple subjects in a self-contained ED high school classroom. Creating, writing, organizing, and implementing individualized education plans.

Reason for Leaving: 2.5 hour commute, no health benefits. Found employment with full benefit package closer to home.

Community Day School

Oroville Union High School District

8/2008-6/2011

Position: SPED Teacher

Duties: Oroville Community Day School is a behavior modification program for grades 9-12. I was responsible for teaching two general education classes. These classes have varied based on student body need. Some of the classes I taught included Art, Reading, Character Education, Drug/Alcohol, Anger Management, and World History. I was also responsible for teaching SPED English, Algebra, and Study Skills. Other duties assigned to me included writing Individual Education Plans, facilitating IEP meetings, setting up IEP meetings, meeting with parents, testing students for IEPs, administering state tests, attending collaboration meetings, lesson planning, facilitating service learning projects for students, reporting student behavior, attendance, and credits to probation, supervising students during breaks, and attending various training workshops (Aggression Replacement Therapy, Conscious Discipline, AIERIES grade book, Read 180)

*In charge of the SPED summer school classroom for OUHSD for the 2009/2010 summer school program.

This was an internship

Oroville Community Day School/ Prospect High School

Oroville Union High School District

1/2004-6/2008

Position: SPED Paraprofessional

Duties: For this position I worked in two SPED classrooms. My day was split between Prospect High School and Community Day School. I supported the two SPED teachers in various ways including team teaching, station teaching for small group instruction, implementing and running remedial programs such as Read Naturally, implementing and teaching cooking and sewing classes, planning and supervising field trips, supervising during break, keeping attendance records, collecting and reporting student lunch orders, serving lunch, calling parents,

setting up IEP meetings, supporting students in various subjects, attend trainings and staff meetings.

Palermo Community Day School
Palermo Union School District
3/2002-1/2004

Position: Paraprofessional

Duties: Palermo Community Day School is a behavior modification program serving students K-8. My duties were to support students and teachers for two classrooms in all academic areas.

Plumas Avenue School
Thermalito School District
3/2002-1/2004

Position: Paraprofessional

Duties: I was assigned to one student. This student had Autism and required one on one supervision at all times. I was also responsible for attending weekly trainings on Autism. I attended collaboration meetings with a team that was assigned to this student. I was responsible for tracking certain behaviors and keeping accurate records of data collection.

Sherrie's Home Daycare
1/2001-3/2002

Position: Proprietor of Home Daycare

Duties: To provide care for children from the ages of infant to 10 years old

Butte County Office of Education
Network Tutoring Project
1/1999-3/2002

Position: Tutor

Duties: I was placed in various schools, grades, and classrooms throughout Oroville. I supported teachers and students in all subject areas.

Membership/Recognitions

Recognitions

National Award for Outstanding Special Education Teacher of the Year 2013/2014 s

Memberships

National Association of Special Education Teachers.

New Home Missionary Baptist Church Member

Duties

As a member of New Home Missionary Baptist Church, I have served as Senior Choir Secretary, Senior Choir Member, Children's Church Teacher, Women's Missionary Fellowship Leader, and Women's Missionary Member

Volunteer Work

Annual Law Enforcement Memorial Softball Tournament

Started helping in 2009 - present

Helped with fundraising, recruitment, organizing event, worked in various position during tournament.

Handi Riders

Summer Position 2011

Therapeutic horseback riding program for physically and mentally challenged adults and children.

Position: Volunteer coordinator

Duties: Recruitment of volunteers. Training volunteers, setting up weekly schedules, answering phones, filing applications, organizing volunteer orientation, helping with fundraisers.

References

Robert Ponce, Previous Principal at Youth for Change School
530-680-2115

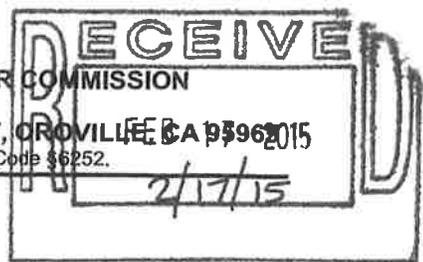
Sheila McCarthy, Director of Sierra School of Butte County
530-533-5464

Pastor Timothy Harrison, Pastor of New Home Missionary Baptist Church and Campus
Supervisor at Oroville Community Day School,
530-533-2310 or 916-201-8979

CITY OF OROVILLE
APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95962
Completed applications are considered public records per Government Code §6252.



Name of committee/commission you are applying for:

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

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

APPLICANT INFORMATION

Name (print): Kim Campbell

Residence Address: SUNSET OAK CT. Oroville, CA 95966

Mailing Address (if different): _____

Telephone: _____ E-Mail Address: _____

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

** A United States citizen, 18 years of age or older, living within the City limits of the City of Oroville, and a registered voter.

EMPLOYMENT INFORMATION

Occupation: REALTOR

Current Employer: BETTER HOMES REALTY / SELF

Current Employer Address: 3014 OLIVE HWY Oroville, CA 95966

Telephone: 530 532-0400

EXPERIENCE/BACKGROUND

(Additional information/resume may be attached to this application)

Education: SOME COLLEGE

Memberships of Organizations: _____

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

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

OPTIONAL

How did you hear about this recruitment? FRIEND

VERIFICATION

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

Date: 1/23/15

Signature: _____



BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

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

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

To BE OF SERVICE TO MY COMMUNITY.

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

I'm A PROFESSIONAL WOMAN WHO ENJOYS THE OUTDOORS. I'm WILLING + ABLE TO HELP MAINTAIN + CONTRIBUTE TO KEEPING OUR PARKS BEAUTIFUL. I LOVE OROVILLE AND WANT TO CONTRIBUTE TO HIGHLIGHTING WHAT OUR GREAT LANDSCAPE HAS TO OFFER!

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

N/A

Date: 1/23/15

Signature: _____



FEB 24 2015
Administration

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

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

Name of committee/commission you are applying for:

Art, Cultural, Entertainment Dist. Advisory Committee

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

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

APPLICANT INFORMATION

Name (print): Allen Young

Residence Address: 1. . . Montgomery St, Oroville 95965

Mailing Address (if different): ville 95966

Telephone: _____ E-Mail Address: _____

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

EMPLOYMENT INFORMATION

Occupation: Retired

Current Employer: NA

Current Employer Address: NA

Telephone: NA

EXPERIENCE/BACKGROUND

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

Education: B.S. Business Administration - Portland State University - Portland Oregon

Memberships of Organizations: Down town Business Assn/Oro - Dam Crisis/His. District Neighborhood WATCA

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

If yes, list committee/commission and dates served: ARTS Commission 2012 - Present
PARKS Commission 2002 - 2006 (est.)
HISTORIC Advisory Board 2000 - 2004 (est.)



BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

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

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

I would like to be a part of the driving force in seeing this district (downtown) thrive and be transformed into a place where people want to reside. A healthy downtown is one where people actually live and become a part of and create a ~~healthy~~ vital environment.

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

I live in the historic district. My wife and I have brought one of the iconic early 1900 houses back to life again. I am active in several Oroville related arts activities. I have been the president of the Bird Cage Theatre. We belong TO STAGE of the Chamber.

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

Not that I know of -

Date: 2-24-2015

Signature: _____



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

✓
Q

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

Name of committee/commission you are applying for:
ACE District Advisory Committee

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

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

APPLICANT INFORMATION

Name (print): Scott Alan Nash

Residence Address: Plumas Ave Oroville CA 95965

Mailing Address (if different): _____

Telephone: _____ E-Mail Address: esi@no.com

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

EMPLOYMENT INFORMATION

Occupation: FRONT OFFICE Manager

Current Employer: The Lodge at Feather Falls CASINO

Current Employer Address: 4 Alameda Dr. Oroville CA 95966

Telephone: 530-533-3885

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

Education: OHS GRAD 1994 Some College

Memberships of Organizations: NONE

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

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

OPTIONAL

How did you hear about this recruitment? The Diggs

VERIFICATION

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

Date: 2/3/15

Signature: _____

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



BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

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

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

I am passionate about what our City has to offer, the local history and future of our community. I would like to see our historic district flourish.

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

As a member of the Hospitality industry I meet with travelers to our area and can provide the feed back. I act as an ambassador for our area with concierge services.

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

Date: 2/3/15

Signature: [Signature]



City of Oroville
FEB 17 2015
Administration

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

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

✓ Q

Name of committee/commission you are applying for:
Art, Culture, Entertainment District Advisory Committee

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

- | | |
|---|--|
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Arts Commission |
| <input type="checkbox"/> Housing Loan Advisory Committee | <input type="checkbox"/> Economic Development Loan Advisory Committee |
| <input checked="" type="checkbox"/> Park Commission | <input type="checkbox"/> Southside Community Center Advisory Committee |
| <input checked="" type="checkbox"/> Art, Cultural Entertainment District Advisory Committee | |
| <input type="checkbox"/> Oroville Mosquito Abatement District Committee | <input type="checkbox"/> Other |

APPLICANT INFORMATION

Name (print): **Judith Anne Elia**

Residence Address: **_____ Linden Ave, Oroville, CA 95966**

Mailing Address (if different): _____

Telephone: _____ E-Mail Address: _____

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

EMPLOYMENT INFORMATION

Occupation: **Minister and Child and Family Therapist**

Current Employer: **Unity of Oroville Church**

Current Employer Address: **3121 Robinson St, Oroville, CA 95965**
(530) 533-8696

Telephone: _____

EXPERIENCE/BACKGROUND

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

Education: **M.S. Human Dev, Counseling and Family Studies, Ordained Minister**

Memberships of Organizations: **Living Tao Foundation, Leadership Brevard, Worldwide I**

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

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

OPTIONAL
Article in the local paper

How did you hear about this recruitment? _____

VERIFICATION

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

Date: Feb. 17, 2015

Signature: _____

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

REV JUDITH ELIA, M.S.

inden Ave, Oroville, CA 95966 Cell Phone:

EDUCATION

Naropa University, Boulder, Colorado
Religious Studies, Graduate Student, Fall 2005 – Fall 2008

Unity School for Religious Studies, Lee's Summit, Missouri
Graduation and Ministerial Ordination, June 1994

The International Training Institute with Virginia Satir, Crested Butte, Colorado
Graduate of Avanta VII & Member of the Avanta Network, August 1987

University of Rhode Island, Kingston Rhode Island
Master of Science – Human Development, Counseling and Family Studies,
August 1983

Ithaca College, Ithaca, New York
Bachelor of Arts – Psychology, May 1978

PROFESSIONAL

Minister

Unity of Oroville Church, Oroville, CA 8-2015 to Present

Clinician

Child Guidance Center Jacksonville, FL 1-2011-2-2014

Child, Adolescent and Family Therapist in the Arlington Outpatient Program.

Therapist

Stepping Stones Addiction Treatment Program Jacksonville, FL 9-12/2010

Christian Counselor in an intensive inpatient program for drug, alcohol and dual diagnosis treatment.

Minister

Unity Church for Creative Living Jacksonville, FL 3/2007- 7/2010

Senior Minister of a church in the Julington Creek area with an active outreach program and a diverse and rapidly growing congregation.

Clinical Supervisor

Devereux Intensive Residential Program Viera, FL 5/2001 - 6/2002

Individual, group, and family therapist, and supervisor of therapists in a residential program for inner city teenagers.

Minister

Unity by the Bay Severna Park, Maryland 7/1994 - 1/2000

Senior Minister of a suburban church with two hundred members, an innovative youth ministry and a dedicated community outreach program.

Adjunct Faculty

Longview Community College Lee's Summit, Missouri 1992 - 1994

Taught General Psychology and Developmental Psychology.

Wellness Center Coordinator

Unity of the Palm Beaches West Palm Beach, Florida 1990 - 1992
Developed and administered holistic educational programs, provided counseling services and facilitated two weekly ongoing classes.

Child and Family Therapist

Devereux Hospital Viera, Florida 3/1989 – 9/1990
Individual, Group and Family Therapy for SED children in IRTC program.
Coordinator of group psychotherapy and ongoing group facilitation skills trainer.
Therapeutic communication skills trainer for the orientation of new employees.

Clinical Director

Child Protection Team West Palm Beach, Florida 1986 - 1987
Worked as a member of a multi-disciplinary team to perform family/child psychosocial evaluations, individual, group and family therapy and clinical supervision related to abused and neglected children in five counties.

IOP Therapist

Unity Center for Health West Palm Beach, Florida 1987 - 1989
Provided individual, group and family psychotherapy as part of a Holistic practice of complementary health professionals doing integrative outpatient recovery programs for addictions and eating disorders.

Adjunct Faculty

Northwood Institute West Palm Beach, Florida 1986 - 1989
Taught undergraduate Psychology, Organizational Development and Communication Classes.

Supervisor of Fitness and Wellness Program

FPA Corporation Pompano Beach, Florida 1982-1986
Created and implemented an integrative wellness program for the five star Hotel and Spa at Palm Aire. Supervisor of staff & personal consultant to VIP guests.

Child and Family Therapist

Kids in Distress Ft Lauderdale, Florida 1985-1986
Provided therapeutic play sessions and facilitated the "Nurturing Program" for multi-family group intervention for violent families court-ordered to attend while their children were in protective custody.

**HONORS,
PROFESSIONAL
AFFILIATIONS**

Licensed Marriage and Family Therapist (0001033) and Approved Supervisor
Ordained Unity Minister (1994)
Graduate of Leadership Brevard 2003
Who's who in American Colleges and Universities, May 1978
Graduate of Findhorn Foundation's Applied Ecovillage Training, 2014
Awarded the Permaculture Design Certificate by the British PC, 2014.
Yoga Teacher certification since 1990 and recertified in 2013.
Graduate of Level 5 Qigong and Tai Ji Training with Zhongxian Wu, 2012.
Workshop Presenter at the *Parliament of the World Religion's 100th*
Anniversary at the Palmer House in Chicago, Illinois, August 1993.

COMMUNITY SERVICE

Interfaith Ambassador with Community Leaders, Educators and Ministers on a Peace and Friendship Tour of Turkey sponsored by the Amity Turkish Cultural Center, 2010.

Collaborated with Carrabba's Restaurant for FUNdraisers for community nonprofits including the Clara White Mission for underserved and homeless youth and families, Unity Church "Burn the Mortgage" campaign and the Brevard Zoo and Botanical Gardens, 2007-2012.

Workshop Presenter at the *Parliament of the World Religion's 100th Anniversary* at the Palmer House in Chicago, Illinois, August 1993.

Co-Chairperson of "*Touch of Earth with Music*," an event to honor Earth Day at MacArthur State Beach Park, North Palm Beach, Florida, April 1990.

Regional Chapter Representative of the Albert Schweitzer Foundation at the United Nations Colloquium on "*A Reverence for All Life*," August 1990.

Conference Planner and Presenter at the *First International Conference on Holistic Health and Medicine* in Bangalore, India, November 1989.

Conference Coordinator for the *World Religions Conference* in Melbourne Beach, Florida, an interdenominational ecumenical event with representatives from the eight major world religions, April 1989.

Overall Coordinator of the *First Earth Run Benefit* at the *Spa at Palm Aire* in Pompano Beach, Florida: A Gala Dinner, 8K Run & Cultural Arts.

Dear Mayor Dahlmeier and City Council Members:

Thank you for all the work you do for our city. I am happy to be living in the city of Oroville. I find it to be a charming, refreshing, culturally diverse, welcoming and beautiful city. I have family in Grass Valley, Auburn, and San Jose that seem puzzled by my choice to live in Oroville but I feel that I am very fortunate to live here.

I was raised in a small town outside of Buffalo, NY when it was still possible to ride my horse to school. I appreciate country living. I have recently been studying Permaculture design and sustainable agriculture in Scotland and hope to bring some of what I learned to our community. I am eager and willing to assist and support you as our city leaders in protecting our brilliant landscapes and unique architectural gems in the Historic district.

I think Oroville is rich in stories that are waiting to be told and a new story is unfolding. It is a pivotal moment when we can come together in innovative ways to deepen our sense of place, community connection, honor our unique cultural diversity and protect and showcase our precious heritage trees (we lost some but we still have many left) and significant historical buildings. I have been educating myself about how other cities have done this and would very much like to be a part of making this happen for Oroville.

San Jose and Portland, for example, both have through City Government mandates and support from local, state, federal and foundation grants registered hundreds of Trees as Heritage Trees and created Heritage Tree Walks that have become a significant boon to tourism in those cities. The city of Savannah (one of our residents who owns a Historic Home) shared with me has developed both a walking and a driving tour of Historic Homes. Is this something that you also envision for the city of Oroville? If it is I am here to assist you in any way I can. I have several ideas on how to begin this process and make it fun and educational for our children and families.

Please let me know if there is a convenient time that I may discuss my proposals with you or if there is already a committees handling these issues I would be pleased to be involved.

With Respect and Gratitude,


Judith Anne Elia

2/17/15

Oroville 2020

Connect. Cooperate. Create.

Building and Strengthening Our Oroville Community

A leadership program to help citizens understand the key issues facing Oroville and inspire innovation solutions through engaging dialogue and education with key leaders throughout diverse groups and people. Capacity building through enjoyable educational experiences that bring commitment and creative solutions.

Tree Hunt Day

An Annual Event to engage children and families in a fun, competitive, and educational scavenger hunt to identify and find the Heritage Trees in the city of Oroville

Where is the oldest Tree? Where is the Tallest Tree? How many fruit trees do we have on Bird Street? What street has five almond Trees? Where is the biggest Tulip Tree? How many kinds of Pine Trees can you identify in Rotary Park? What is the oldest/tallest Tree in Riverbend Park? The list is endless!

This will give us a Fun way to set the stage for developing a Heritage Tree Walk and Heritage Tree Drive.

Heritage Tree Tour 2016? Heritage Homes Tour 2017?
Heritage Tree Drive 2018?

Heritage Tree Park

Develop a place to honor our unique, diverse population and ancestors through planting Trees in honor of them.

This will also be a place for us to enjoy the fruits and nuts of our amazing diversity of Trees. It would be a "Creative Arts Park" that feeds and educates the Community about growing edible, sustainable Landscapes.



R FEB 18 2015

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

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

Name of committee/commission you are applying for:

Arts, Cultural and Entertainment District Advisory Committee

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

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

APPLICANT INFORMATION

Name (print): Sarah Alice Britton

Residence Address: Perreton Way Oroville, CA 95966

Mailing Address (if different):

Telephone: E-Mail Address:

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

EMPLOYMENT INFORMATION

Occupation: Metalsmith

Current Employer: self

Current Employer Address: SAME

Telephone: 530 990 5962

EXPERIENCE/BACKGROUND

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

Education: Bachelors of Fine Art in Jewelry Design Buffalo State College

Memberships of Organizations:

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

If yes, list committee/commission and dates served: Arts Commission-current

OPTIONAL

How did you hear about this recruitment? At Arts Commission Meeting

VERIFICATION

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

Date: 2/12/15

Signature: [Signature]

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



BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

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

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

I AM VERY INTERESTED IN OUR DOWNTOWN BECOMING AN ACTIVE CENTER FOR OUR CITY. I BELIEVE BRINGING IN SHOPPING, RESTAURANTS & PEOPLE WHO ACTUALLY LIVE DOWNTOWN IS A KEY. THE MORE ENERGY PEOPLE INVEST IN THE PROCESS THE BETTER.

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

I AM A WORKING ARTIST & A BUSINESS OWNER IN OROVILLE. I'VE LIVED HERE FOR OVER 13 YEARS BUT TRAVEL TO OTHER CITIES REGULARLY TO SELL MY ART. THIS GIVES ME A BROAD REFERENCE WITH WHAT OTHER CITIES ARE DOING & HOW IT WORKS FOR THEM. FROM

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

AN
ARTIST &
BUSINESS
PERSON'S
PERSPECTIVE

Date: 2/12/15

Signature: _____



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

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

✓
Q

Name of committee/commission you are applying for:
Arts Cultural Entertainment Advisory Committee

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

- | | |
|---|--|
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Arts Commission |
| <input type="checkbox"/> Housing Loan Advisory Committee | <input type="checkbox"/> Economic Development Loan Advisory Committee |
| <input type="checkbox"/> Park Commission | <input type="checkbox"/> Southside Community Center Advisory Committee |
| <input checked="" type="checkbox"/> Art, Cultural Entertainment District Advisory Committee | |
| <input type="checkbox"/> Oroville Mosquito Abatement District Committee | <input type="checkbox"/> Other |

APPLICANT INFORMATION

Name (print): **Machelle Conn**

Residence Address: _____, CA 95965

Mailing Address (if different): _____

Telephone: _____ E-Mail Address: _____

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

EMPLOYMENT INFORMATION

Occupation: **Retired**

Current Employer: **N/A**

Current Employer Address: **N/A**

Telephone: **N/A**

EXPERIENCE/BACKGROUND

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

Education: **AA Liberal Studies from Butte College**

Memberships of Organizations: **ART, Oroville City Docents, BCHS, STAGE, Friends of the Arts, ODBA**

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

If yes, list committee/commission and dates served: **Currently on Arts & Park Commissions, Prior Lead Docent**

OPTIONAL

How did you hear about this recruitment? At the Arts Commission Meeting

VERIFICATION

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

Date: 2/17/2015

Signature: Machelle Conn ✓

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

CITY OF OROVILLE
APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

(Please Read Instructions)

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

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

Name of committee/commission you are applying for:

Arts Culture & Entertainment

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

- Planning Commission Arts Commission
 Housing Loan Advisory Committee Economic Development Loan Advisory Committee
 Park Commission Southside Community Center Advisory Committee
 Oroville Mosquito Abatement District Committee

APPLICANT INFORMATION

Name (print): Deliah Robison

Residence Address: _____

Mailing Address (if different): N/A

Telephone: _____ E-Mail Address: _____

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

** A United States citizen, 18 years of age or older, living within the City limits of the City of Oroville, and a registered voter.

EMPLOYMENT INFORMATION

Occupation: Instructional Aide + Various Positions Substitute

Current Employer: Oroville City Elementary School District

Current Employer Address: 2795 Yard Street Oroville, CA 95966

Telephone: (530) 532-3000

EXPERIENCE/BACKGROUND

(Additional information/resume may be attached to this application)

Education: A.A. degree in Social & Behavioral Sciences (with Honors)

Memberships of Organizations: Classified School Employees Association

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

If yes, list committee/commission and dates served: N/A

OPTIONAL

How did you hear about this recruitment? Don Rust and Dawn Nevers

VERIFICATION

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

Date: 9/25/15

Signature: [Handwritten Signature]



BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

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

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

I would like to provide ideas and become more involved. I am part of a young family and may have input that would assist in reaching similar demographics.

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

I am an organized person. I have a strong work ethic and work well with people. I am confident as a leader, but do fine in groups.

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

The only conflicts I would face will be time-related. I work in the mornings and have two small children to care for after work. I can usually find a solution with advance notice.

Date: 9/25/15

Signature: *Debra Puri*

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

RE: 2016 RECOLOGY (SOLID WASTE) RATE INCREASE UPDATE

DATE: DECEMBER 1, 2015

SUMMARY

The Council will receive an update on the Recology (solid waste) rate increase that will go into effect on January 1, 2016.

DISCUSSION

The intent of this Staff Report is to inform the Council of a rate increase that will become effective January 1, 2016. Recology, the City's solid waste provider, has submitted to the City pursuant to Section 6.1 of the Franchise Agreement, their proposed rate increase schedule for solid waste collection services. In 1993 the City entered into a franchise agreement (Agreement No. 474) with what is now Recology, for collection and disposal of solid waste and recyclable materials generated by homes and businesses in the City limits, which has been subsequently amended five times.

Section 6.1 of the Agreement specifies that the fees collected by Recology shall be indexed to the United States Consumer Price Index for all urban consumers and shall be adjusted each year to reflect the yearly changes, if any, in the cost of living as shown in the United States Consumer Price Index (CPI) for all urban consumers. Additionally, Section 6.2 specifies that in addition to the cost of living increases in Section 6.1, Recology shall be entitled to pass through to customers any increases incurred by increases in fees at the Neal Road Landfill, or caused by acts of any governmental body. Section 6 of the Agreement specifies that rates and increases, with the exception of the increases in Section 6.1 and 6.2 as identified herein, may not be altered without a Council action.

The CPI portion of the increase for 2016 is 0.2%. However, Recology is behind on implementing a rate increase for landfill disposal cost. In addition to the CPI increase to the currents, Recology is also requesting to pass-through the total disposal cost per the existing franchise agreement, as identified above. Disposal cost is currently \$39.10 per ton and current rates factors a disposal fee of \$30.09. Updating their disposal cost to reflect current rates, along with factoring CPI, will result in a 3.1% rate increase for residential customers with a 32 gallon toter service, and a 5.8% increase for residential customers with larger toter service. Commercial increases, with CPI and total disposal

cost factored into the current rate, range between 3.4% to 6.3% and Debris Box increases range between 6.6% to 9.3%. The total increase for 2016 will be effective January 1, 2016.

FISCAL IMPACT

General Fund revenue increase.

RECOMMENDATIONS

For informational purposes only.

ATTACHMENTS

- A – Recology Rate Increase Letter
- B – City of Oroville Rates
- C – Consumer Price Index – August 2015

EXHIBIT - A



October 16th 2015

City of Oroville
Donald L. Rust
Director of Community Development
1735 Montgomery Street
Oroville, California 95965-4820

RE: Waste Collection Service Rate Increase Effective January 1 2016

Dear Mr. Rust,

Please accept this letter and supporting documentation as our written request for a rate increase to the annual change in consumer price index and other expenses per Article 6.1 of our agreement for 2016.

Attached are rate sheets for the City of Oroville. The CPI portion of the increase for 2016 is 0.2%. However, as we discussed in September, we are behind on implementing a rate increase for landfill disposal cost. In addition to requesting a CPI increase to the current rates, we are requesting to pass-through the total disposal cost per our franchise agreement. Disposal cost is currently \$39.10 per ton and current rates factors a disposal fee of \$30.09. Catching up our disposal cost in the current rates, along with factoring CPI, will result in a 3.1% rate increase for residential customers 32 gallon toter service, and a 5.8% increase for residential customers with larger toter service. Commercial increases with CPI and total disposal cost factored into the current rate, range between 3.4% to 6.3% and Debris Box increases range between 6.6% to 9.3%.

The total increase for 2016 will be effective January 1 2016.

Sincerely,


Salvatore M. Coniglio
General Manager

EXHIBIT - B

CITY OF OROVILLE RATE YEAR 2016

For Rates in Effect from January 01, 2016 to December 31, 2016

Cost Factors & Components

H:\Downloads\

Increase Components

Factor	Year	
	Current	Prior
Cost of Living	0.20%	0.00%
Other	0.00%	0.00%
Other	0.00%	0.00%
Total Increase	0.20%	0.00%

Landfill / Disposal Component

New Landfill Rate Component	\$39.10	per ton
Old Landfill Rate Component	\$30.09	
Landfill Increase		
\$	\$9.01	per ton
%	29.94%	

Franchise Fee

Actual	10.00%
Calc Factor	10.00%

Densities & Weights

	Old		New	
	Lbs.	Lbs/Cu Yd	Lbs.	Lbs/Cu Yd
Residential				
32 gallon Can	28	177	28	177
64 gallon Can	65	205	65	205
96 gallon Can	75	158	75	158
20 gallon Bag	18	182	18	182
Other				
Commercial Cans & Carts				
32 gallon Can	28	177	28	177
64 gallon Can	65	205	65	205
96 gallon Can	75	158	75	158
20 gallon Bag	18	182	18	182
Other				
Commercial Bins				
Regular Service Bin		150		150
Single Service / Pull Bin		500		500
Debris Box & Roll Off				
Box - General MSW		275		275
C & D		300		300
Wood		345		345
Compactors				
Box - General MSW		600		600

Gate Rates - Transfer Station Increase 0.20%

Fixed Amount Increases

Base Rate	Increase	Total Rate
Current	0.00	\$0.00 /HH/Mo
Effective 5/1/04	0.00	0.00 /HH/Mo
Effective 1/1/05	0.00	0.00 t/Mo

Curbside Recycling

	Increase	Total Rate
Effective 1/1/04	\$0.00	\$0.00 /HH/Mo
Effective 5/1/04	0.85	0.85 /HH/Mo
Effective 1/1/05	0.87	1.72 /HH/Mo
Effective 1/1/06	0.87	2.59 /HH/Mo

Increase By Biz. Unit Component

Residential

Basic Service	0.20%
Disposal	29.94%
Recycling (All)	0.20%
HHaz Waste	0.20%
GW Xfr Facility	0.00%
AB 939 Fee	0.00%
Senior Citizen Discount	0.00%
Other	0.00%

Commercial

Basic Service	0.20%
Disposal	29.94%
Recycling (All)	0.20%
HHaz Waste	0.20%
GW Xfr Facility	0.00%
AB 939 Fee	0.00%
Other	0.00%

Debris Box

Basic Service	0.20%
Disposal	29.94%
Recycling (All)	0.20%
HHaz Waste	0.20%
GW Xfr Facility	0.00%
AB 939 Fee	0.00%
Other	0.00%

Compactors

Basic Service	0.20%
Disposal	29.94%
Recycling (All)	0.20%
HHaz Waste	0.20%
GW Xfr Facility	0.00%
AB 939 Fee	0.00%
Other	0.00%

Public Dumping Rates

Basic Service	0.20%
Disposal	29.94%
Recycling (All)	0.20%
HHaz Waste	0.20%
GW Xfr Facility	0.00%
AB 939 Fee	0.00%
Other	0.00%

Current Rates
January 01, 2015
December 31, 2015

New Rates
January 01, 2016
December 31, 2016

**City of Oroville
Residential Rates**

CURRENT RESIDENTIAL RATES

One Pickup per Week	Monthly Rate									
	Base Rate	C / S Recycling	C / S Green Waste	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other	Total Charge
1 x 32 - gallon can	\$12.97	\$3.18	\$0.00	\$1.83	\$17.98	\$2.08	\$0.45	\$0.25	\$0.00	\$20.76
2 x 32 - gallon can	18.42	3.18	0.00	3.66	25.26	2.88	0.45	0.25	0.00	28.84
3 x 32 - gallon can	21.68	3.18	0.00	5.49	30.35	3.45	0.45	0.25	0.00	34.50
1 x 64 -gallon cart	16.27	3.18	0.00	4.24	23.69	2.71	0.45	0.25	0.00	27.10
1 x 96 -gallon cart	17.12	3.18	0.00	4.89	25.19	2.88	0.45	0.25	0.00	28.77
1 Additional Can w/ 96-gal Cart	5.94			1.83	7.77	0.86	-	-	0.00	8.63
Back Yard Service	7.04			-	7.04	0.78	-	-	0.00	7.82
Senior Citizen Discount	(0.95)			-	(0.95)	(0.11)	-	-	0.00	(1.06)
										155.36

PROPOSED RATES - EFFECTIVE January 01, 2016

RESIDENTIAL RATES

One Pickup per Week	Monthly Rate									
	Base Rate	C / S Recycling	C / S Green Waste	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other	Total Charge
1 x 32 - gallon can	\$13.00	\$3.19	\$0.00	\$2.37	\$18.56	\$2.14	\$0.45	\$0.25	\$0.00	\$21.40
2 x 32 - gallon can	18.46	3.19	0.00	4.74	26.39	3.01	0.45	0.25	0.00	30.10
3 x 32 - gallon can	21.72	3.19	0.00	7.11	32.02	3.64	0.45	0.25	0.00	36.36
1 x 64 -gallon cart	16.30	3.19	0.00	5.51	25.00	2.86	0.45	0.25	0.00	28.56
1 x 96 -gallon cart	17.15	3.19	0.00	6.35	26.69	3.04	0.45	0.25	0.00	30.43
1 Additional Can w/ 96-gal Cart	5.95			2.37	8.32	0.92			0.00	9.24
Back Yard Service	7.05			-	7.05	0.78			0.00	7.83
Senior Citizen Discount	(0.95)			-	(0.95)	(0.11)			0.00	(1.06)
										162.86
										1.0483

**City of Oroville
Commercial Can & Cart Rates**

CURRENT COMMERCIAL CAN & CART RATES

One Pickup per Week	Monthly Rate							Total Charge	
	Base Rate	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other		
1 x 32 - gallon can	\$12.98	\$1.83	\$14.81	\$1.67	\$0.00	\$0.25	\$0.00	\$16.73	
2 x 32 - gallon can	18.44	3.66	22.10	2.48	0.00	0.25	0.00	24.83	
3 x 32 - gallon can	21.69	5.49	27.18	3.05	0.00	0.25	0.00	30.48	
1 x 64 -gallon cart	16.28	4.24	20.52	2.31	0.00	0.25	0.00	23.08	
1 x 96 -gallon cart	17.14	4.89	22.03	2.48	0.00	0.25	0.00	24.76	
1 Additional Can w/ 96-gal Cart	5.94	1.83	7.77	0.86			0.00	8.63	128.51

PROPOSED RATES - EFFECTIVE January 01, 2016

COMMERCIAL CAN & CART RATES

One Pickup per Week	Monthly Rate							Total Charge	
	Base Rate	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other		
1 x 32 - gallon can	\$13.01	\$2.37	\$15.38	\$1.74	\$0.00	\$0.25	\$0.00	\$17.37	
2 x 32 - gallon can	18.48	4.74	23.22	2.61	0.00	0.25	0.00	26.08	
3 x 32 - gallon can	21.73	7.11	28.84	3.23	0.00	0.25	0.00	32.32	
1 x 64 -gallon cart	16.31	5.51	21.82	2.45	0.00	0.25	0.00	24.52	
1 x 96 -gallon cart	17.17	6.35	23.52	2.64	0.00	0.25	0.00	26.41	
1 Additional Can w/ 96-gal Cart	5.95	2.37	8.32	0.92			0.00	9.24	135.94

1.0578

**City of Oroville
Commercial Bin Rates**

**CURRENT
COMMERCIAL BIN RATES**

Bin Size	Frequency (Pickups per Week)						
	1	2	3	4	5	6	
1.0 Cu Yd							
Base Rate	\$84.22	\$156.05	\$227.90	\$299.70	\$371.54	\$484.36	
Disposal	9.78	19.56	29.34	39.12	48.90	58.68	
Other	0.00	0.00	0.00	0.00	0.00	0.00	
Sub Total	\$94.00	\$175.61	\$257.24	\$338.82	\$420.44	\$543.04	
Franchise Fee	10.44	19.51	28.58	37.65	46.72	60.34	
TOTAL	\$104.44	\$195.12	\$285.82	\$376.47	\$467.16	\$603.38	2,032.39
1.5 Cu Yd							
Base Rate	\$102.22						
Disposal	14.67						
Other	0.00						
Sub Total	\$116.89						
Franchise Fee	12.99						
TOTAL	\$129.88						129.88
2.0 Cu Yd							
Base Rate	\$120.91	\$217.66	\$314.43	\$411.20	\$508.01	\$663.49	
Disposal	19.56	39.12	58.68	78.23	97.79	117.35	
Other	0.00	0.00	0.00	0.00	0.00	0.00	
Sub Total	\$140.47	\$256.78	\$373.11	\$489.43	\$605.80	\$780.84	
Franchise Fee	15.61	28.53	41.46	54.38	67.31	86.76	
TOTAL	\$156.08	\$285.31	\$414.57	\$543.81	\$673.11	\$867.60	2,940.48
3.0 Cu Yd							
Base Rate	\$157.55	\$279.30	\$401.02	\$522.79	\$644.51	\$842.42	
Disposal	29.34	58.68	88.01	117.35	146.69	176.03	
Other	0.00	0.00	0.00	0.00	0.00	0.00	
Sub Total	\$186.89	\$337.98	\$489.03	\$640.14	\$791.20	\$1,018.45	
Franchise Fee	20.77	37.55	54.34	71.13	87.91	113.16	
TOTAL	\$207.66	\$375.53	\$543.37	\$711.27	\$879.11	\$1,131.61	3,848.55
4.0 Cu Yd							
Base Rate	\$194.24	\$340.93	\$487.62	\$634.29	\$780.96	\$1,021.42	
Disposal	39.12	78.23	117.35	156.47	195.59	234.70	
Other	0.00	0.00	0.00	0.00	0.00	0.00	
Sub Total	\$233.36	\$419.16	\$604.97	\$790.76	\$976.55	\$1,256.12	
Franchise Fee	25.93	46.57	67.22	87.86	108.51	139.57	
TOTAL	\$259.29	\$465.73	\$672.19	\$878.62	\$1,085.06	\$1,395.69	4,756.58
6.0 Cu Yd							
Base Rate	\$267.63	\$464.17	\$660.79	\$857.37	\$1,054.34	\$1,379.42	
Disposal	58.68	117.35	176.03	234.70	293.38	352.05	
Other	0.00	0.00	0.00	0.00	0.00	0.00	
Sub Total	\$326.31	\$581.52	\$836.82	\$1,092.07	\$1,347.72	\$1,731.47	
Franchise Fee	36.26	64.61	92.98	121.34	149.75	192.39	
TOTAL	\$362.57	\$646.13	\$929.80	\$1,213.41	\$1,497.47	\$1,923.86	6,573.24
							20,281.12

**City of Oroville
Commercial Bin Rates**

**RATES EFFECTIVE January 01, 2016
COMMERCIAL BIN RATES**

Bin Size	Frequency (Pickups per Week)						
	1	2	3	4	5	6	
1.0 Cu Yd							
Base Rate	\$84.39	\$156.36	\$228.36	\$300.30	\$372.28	\$485.33	
Disposal	12.71	25.42	38.12	50.83	63.54	76.25	
Other	0.00	0.00	0.00	0.00	0.00	0.00	
Sub Total	\$97.10	\$181.78	\$266.48	\$351.13	\$435.82	\$561.58	
Franchise Fee	10.79	20.20	29.61	39.01	48.42	62.40	
TOTAL	\$107.89	\$201.98	\$296.09	\$390.14	\$484.24	\$623.98	2,104.32
1.5 Cu Yd							
Base Rate	\$102.42						
Disposal	19.06						
Other	0.00						
Sub Total	\$121.48						
Franchise Fee	13.50						
TOTAL	\$134.98						134.98
2.0 Cu Yd							
Base Rate	\$121.15	\$218.10	\$315.06	\$412.02	\$509.03	\$664.82	
Disposal	25.42	50.83	76.25	101.66	127.08	152.49	
Other	0.00	0.00	0.00	0.00	0.00	0.00	
Sub Total	\$146.57	\$268.93	\$391.31	\$513.68	\$636.11	\$817.31	
Franchise Fee	16.29	29.88	43.48	57.08	70.68	90.81	
TOTAL	\$162.86	\$298.81	\$434.79	\$570.76	\$706.79	\$908.12	3,082.13
3.0 Cu Yd							
Base Rate	\$157.87	\$279.86	\$401.82	\$523.84	\$645.80	\$844.10	
Disposal	38.12	76.25	114.37	152.49	190.61	228.74	
Other	0.00	0.00	0.00	0.00	0.00	0.00	
Sub Total	\$195.99	\$356.11	\$516.19	\$676.33	\$836.41	\$1,072.84	
Franchise Fee	21.78	39.57	57.35	75.15	92.93	119.20	
TOTAL	\$217.77	\$395.68	\$573.54	\$751.48	\$929.34	\$1,192.04	4,059.85
4.0 Cu Yd							
Base Rate	\$194.63	\$341.61	\$488.60	\$635.56	\$782.52	\$1,023.46	
Disposal	50.83	101.66	152.49	203.32	254.15	304.98	
Other	0.00	0.00	0.00	0.00	0.00	0.00	
Sub Total	\$245.46	\$443.27	\$641.09	\$838.88	\$1,036.67	\$1,328.44	
Franchise Fee	27.27	49.25	71.23	93.21	115.19	147.60	
TOTAL	\$272.73	\$492.52	\$712.32	\$932.09	\$1,151.86	\$1,476.04	5,037.56
6.0 Cu Yd							
Base Rate	\$268.17	\$465.10	\$662.11	\$859.08	\$1,056.45	\$1,382.18	
Disposal	76.25	152.49	228.74	304.98	381.23	457.47	
Other	0.00	0.00	0.00	0.00	0.00	0.00	
Sub Total	\$344.42	\$617.59	\$890.85	\$1,164.06	\$1,437.68	\$1,839.65	
Franchise Fee	38.27	68.62	98.98	129.34	159.74	204.41	
TOTAL	\$382.69	\$686.21	\$989.83	\$1,293.40	\$1,597.42	\$2,044.06	6,993.61
							21,412.45
							1.0558

City of Oroville
Commercial Bin Rates, viz.:
Extra Pickup Rates

CURRENT EXTRA PICKUP RATES

Container Size	Charge per Pickup							Total Rate
	Base Rate	Disposal	Sub Total	Franch Fee	HHaz	AB 939	Other	
1.0 Cubic Yard Bin	\$20.02	\$7.52	\$27.54	\$3.06	\$0.00	\$0.00	\$0.00	\$30.60
1.5 Cubic Yard Bin	21.80	\$11.28	33.08	3.68	0.00	0.00	0.00	\$36.76
2.0 Cubic Yard Bin	24.72	\$15.05	39.77	4.42	0.00	0.00	0.00	\$44.19
3.0 Cubic Yard Bin	30.42	\$22.57	52.99	5.89	0.00	0.00	0.00	\$58.88
4.0 Cubic Yard Bin	36.10	\$30.09	66.19	7.35	0.00	0.00	0.00	\$73.54
6.0 Cubic Yard Bin	47.77	\$45.14	92.91	10.32	0.00	0.00	0.00	\$103.23

PROPOSED RATES - EFFECTIVE January 01, 2016
EXTRA PICKUP RATES

Container Size	Charge per Pickup							Total Rate
	Base Rate	Disposal	Sub Total	Franch Fee	HHaz	AB 939	Other	
1.0 Cubic Yard Bin	\$20.06	\$9.78	\$29.84	\$3.32	\$0.00	\$0.00	\$0.00	\$33.16
1.5 Cubic Yard Bin	21.84	\$14.66	36.50	4.06	0.00	0.00	0.00	40.56
2.0 Cubic Yard Bin	24.77	\$19.55	44.32	4.92	0.00	0.00	0.00	49.24
3.0 Cubic Yard Bin	30.48	\$29.33	59.81	6.65	0.00	0.00	0.00	66.46
4.0 Cubic Yard Bin	36.17	\$39.10	75.27	8.36	0.00	0.00	0.00	83.63
6.0 Cubic Yard Bin	47.87	\$58.65	106.52	11.84	0.00	0.00	0.00	118.36

Weight Allowances for Bins

Weight included in Charges above	Maximum Wt. / Bin		Excess Weight Charge per	
	Pounds	Tons	Pound	Ton
1.0 Cubic Yard Bin	500	0.250	\$0.0241	\$48.27
1.5 Cubic Yard Bin	750	0.375	0.0241	48.27
2.0 Cubic Yard Bin	1,000	0.500	0.0241	48.27
3.0 Cubic Yard Bin	1,500	0.750	0.0241	48.27
4.0 Cubic Yard Bin	2,000	1.000	0.0241	48.27
6.0 Cubic Yard Bin	3,000	1.500	0.0241	48.27

**City of Oroville
Debris Box Rates**

CURRENT DEBRIS BOX RATES - SINGLE PULL

Debris Box Size	Base Rate	Disposal	Sub Total	Charge per Pull				Total Charge
				Franch Fee	HHaz	AB 939	Other	
3 Cubic Yards	\$116.57	\$12.41	\$128.98	\$14.33	\$0.00	\$0.00	\$0.00	\$143.31
6 Cubic Yards	141.71	24.82	166.53	18.50	0.00	0.00	0.00	185.03
15 Cubic Yards	227.29	62.06	289.35	32.15	0.00	0.00	0.00	321.50
20 Cubic Yards	248.89	82.75	331.64	36.85	0.00	0.00	0.00	368.49
22 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
25 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
30 Cubic Yards	325.07	124.12	449.19	49.91	0.00	0.00	0.00	499.10
35 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
40 Cubic Yards	377.14	165.50	542.64	60.29	0.00	0.00	0.00	602.93
50 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
Trip Charge	\$48.24		48.24	5.36	0.00	0.00	0.00	\$53.60

PROPOSED RATES - EFFECTIVE January 01, 2016

DEBRIS BOX - Single Pull Rates

Debris Box Size	Base Rate	Disposal	Sub Total	Charge per Pull				Total Charge
				Franch Fee	HHaz	AB 939	Other	
3 Cubic Yards	\$116.80	\$16.13	\$132.93	\$14.77	\$0.00	\$0.00	\$0.00	\$147.70
6 Cubic Yards	141.99	\$32.26	174.25	19.36	0.00	0.00	0.00	193.61
15 Cubic Yards	227.74	80.64	308.38	34.26	0.00	0.00	0.00	342.64
20 Cubic Yards	249.39	\$107.53	356.92	39.66	0.00	0.00	0.00	396.58
22 Cubic Yards	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	n / a
25 Cubic Yards	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	n / a
30 Cubic Yards	325.72	\$161.29	487.01	54.11	0.00	0.00	0.00	541.12
35 Cubic Yards	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	n / a
40 Cubic Yards	377.89	\$215.05	592.94	65.88	0.00	0.00	0.00	658.82
50 Cubic Yards	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	n / a
Trip Charge	\$48.34	\$0.00	48.34	5.37	0.00	0.00	0.00	\$53.71

Weight Allowances for Debris Boxes

Weight allowed in Charges above	Maximum Weight		Excess Weight Charge per	
	Pounds	Tons	Pound	Ton
3 Cubic Yards	825	0.413	\$0.0241	\$48.27
6 Cubic Yards	1,650	0.825	0.0241	48.27
15 Cubic Yards	4,125	2.063	0.0241	48.27
20 Cubic Yards	5,500	2.750	0.0241	48.27
22 Cubic Yards	6,050	3.025	0.0241	48.27
25 Cubic Yards	6,875	3.438	0.0241	48.27
30 Cubic Yards	8,250	4.125	0.0241	48.27
35 Cubic Yards	9,625	4.813	0.0241	48.27
40 Cubic Yards	11,000	5.500	0.0241	48.27
50 Cubic Yards	13,750	6.875	0.0241	48.27

**City of Oroville
Compactor Rates**

CURRENT COMPACTOR RATES - SINGLE PULL CHARGE PER LOAD

Bin / Box Size	Base Rate	Disposal	Sub Total	Charge per Pull				Total Charge
				Franch Fee	HHaz	AB 939	Other	
4 Cubic Yards	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n / a
6 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
15 Cubic Yards	194.51	135.41	329.92	36.66	0.00	0.00	0.00	\$366.58
20 Cubic Yards	225.61	180.54	406.15	45.13	0.00	0.00	0.00	\$451.28
22 Cubic Yards	288.04	198.59	486.63	54.07	0.00	0.00	0.00	\$540.70
25 Cubic Yards	372.98	225.68	598.66	66.52	0.00	0.00	0.00	\$665.18
30 Cubic Yards	381.60	270.81	652.41	72.49	0.00	0.00	0.00	\$724.90
35 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
40 Cubic Yards	508.35	361.08	869.43	96.60	0.00	0.00	0.00	\$966.03
50 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
Trip Charge	\$48.24		48.24	5.36	0.00	0.00	0.00	\$53.60

PROPOSED RATES - EFFECTIVE January 01, 2016

COMPACTOR - Single Pull Rates

Bin / Box Size	Base Rate	Disposal	Sub Total	Charge per Pull				Total Charge
				Franch Fee	HHaz	AB 939	Other	
4 Cubic Yards	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n / a
6 Cubic Yards	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	n / a
15 Cubic Yards	194.90	\$175.95	370.85	41.21	0.00	0.00	0.00	412.06
20 Cubic Yards	226.06	\$234.60	460.66	51.18	0.00	0.00	0.00	511.84
22 Cubic Yards	288.62	\$258.06	546.68	60.74	0.00	0.00	0.00	607.42
25 Cubic Yards	373.73	\$293.25	666.98	74.11	0.00	0.00	0.00	741.09
30 Cubic Yards	382.36	\$351.90	734.26	81.58	0.00	0.00	0.00	815.84
35 Cubic Yards	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	n / a
40 Cubic Yards	509.37	\$469.20	978.57	108.73	0.00	0.00	0.00	1,087.30
50 Cubic Yards	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	n / a
Trip Charge	\$48.34	\$0.00	48.34	5.37	0.00	0.00	0.00	\$53.71

Weight Allowances for Compactor Boxes

Weight allowed in Charges above	Maximum Weight		Excess Weight Charge per	
	Pounds	Tons	Pound	Ton
4 Cubic Yards	2,400	1.200	\$0.0241	\$48.27
6 Cubic Yards	3,600	1.800	0.0241	48.27
15 Cubic Yards	9,000	4.500	0.0241	48.27
20 Cubic Yards	12,000	6.000	0.0241	48.27
22 Cubic Yards	13,200	6.600	0.0241	48.27
25 Cubic Yards	15,000	7.500	0.0241	48.27
30 Cubic Yards	18,000	9.000	0.0241	48.27
35 Cubic Yards	21,000	10.500	0.0241	48.27
40 Cubic Yards	24,000	12.000	0.0241	48.27
50 Cubic Yards	30,000	15.000	0.0241	48.27

Recology Butte Colusa Counties

PUBLIC DUMPING RATES

City of Oroville

Current Rates - Effective January 01, 2015

Minimum Charge	\$10.25
Waste Containers	
<= 64 gal	\$10.25
> 64 gal	\$11.50
Up to 2 barrels	n / a
Up to 3 cans	n / a
Each Add'l Bbl	n / a
Each Add'l Can	n / a
Each Add'l Yard	n / a
Station Wagon	\$17.25
Small Pickup (6-ft Bed)	
Level or below bed top	\$20.50
Over bed top	33.25
Large Pickup (7 - 8 ft Bed)	
Level or below bed top	\$33.25
Over bed top	50.75
Trailers (per cu yd)	\$16.25
Comm'l Vehicles (per Ton)	\$54.25
Appliances [Includes furniture and mattresses] (Each)	\$15.25
Freon Appliances (Each)	\$43.00
Stumps > 24" diam.	\$17.25
Green Waste	\$8.00
Green Waste Pickup Load	
Level or below bed top	\$13.00
Over bed top	\$16.00
Wire (per roll or bundle)	\$17.25
Tires	
15" or smaller	\$3.50
15" - 17"	12.50
17" - 24"	24.50
> 24"	Quote

Scale operator reserves right to charge all vehicles by the ton depending on the type of waste material.

\$0.00

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE

August 2015

ALL ITEMS INDEXES

(1982-84=100 unless otherwise noted)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending	1 Month ending					Year ending	1 Month ending	
Aug 2014	Jul 2015	Aug 2015	Jul 2015	Aug 2015	Aug 2015	Aug 2014	Jul 2015	Aug 2015	Jul 2015	Aug 2015	Aug 2015	
U. S. City Average.....	237.852	238.654	238.316	0.2	0.2	-0.1	234.030	233.806	233.366	-0.3	-0.3	-0.2
(1967=100).....	712.498	714.902	713.890	-	-	-	697.105	696.436	695.127	-	-	-
Los Angeles-Riverside-Orange Co.....	243.556	247.066	246.328	1.4	1.1	-0.3	236.504	239.889	238.755	1.2	1.0	-0.5
(1967=100).....	719.571	729.944	727.763	-	-	-	698.942	708.947	705.594	-	-	-
West	241.660	245.040	244.737	1.3	1.3	-0.1	235.820	238.151	237.791	0.9	0.8	-0.2
(Dec. 1977 = 100)	390.630	396.093	395.603	-	-	-	379.421	383.172	382.593	-	-	-
West – A*.....	246.740	251.114	250.699	1.6	1.6	-0.2	239.327	242.685	242.192	1.2	1.2	-0.2
(Dec. 1977 = 100)	402.344	409.476	408.799	-	-	-	387.424	392.859	392.061	-	-	-
West – B/C**(Dec. 1996=100).....	144.317	144.917	144.752	0.3	0.3	-0.1	144.470	144.634	144.490	0.0	0.0	-0.1

BI-MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending	2 Months ending					Year ending	2 Months ending	
Aug 2014	Jun 2015	Aug 2015	Jun 2015	Aug 2015	Aug 2015	Aug 2014	Jun 2015	Aug 2015	Jun 2015	Aug 2015	Aug 2015	
San Francisco-Oakland-San Jose.....	253.354	259.117	259.917	2.3	2.6	0.3	249.877	254.736	256.060	1.9	2.5	0.5
(1967=100).....	778.880	796.597	799.058	-	-	-	760.897	775.692	779.724	-	-	-
Seattle-Tacoma-Bremerton.....	247.185	251.622	251.617	1.6	1.8	0.0	244.471	246.925	247.500	1.1	1.2	0.2
(1967=100).....	753.515	767.041	767.027	-	-	-	725.101	732.380	734.085	-	-	-

* A = 1,500,000 population and over

** B/C = less than 1,500,000 population

Dash (-) = Not Available.

Release date Sep. 16, 2015. The next monthly releases are scheduled for Oct. 15, 2015. The next bi-monthly releases are scheduled for Nov. 17, 2015.

Please note: Customers can receive hotline information by calling the BLS West Region Information Office: (415) 625-2270.

This card is available on the day of release by electronic distribution. Just go to www.bls.gov/bls/list.htm and sign up for the free on-line delivery service. For questions, please contact us at BLSinfoSF@BLS.GOV or (415) 625-2270.

EXHIBIT - C

**Consumer Price Index
All Urban Consumers
U. S. City Average
Applicable to City of Oroville**

Applies to Rate Year Beginning	Index Date (Month of:)	U.S. City Average	
		Index	Per Cent Change
January 1, 2016	August 2015	238.316	
January 1, 2015	August 2014	237.852	
Index Increase: August 2014 to August 2015		0.464	0.1951%

Rounded to 4 decimal places **0.200%**

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCILMEMEBERS

**FROM: RICK FARLEY, RDA COORDINATOR;
DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT**

**RE: BOND EXPENDITURE AGREEMENT BETWEEN THE CITY OF
OROVILLE AND THE OROVILLE SUCCESSOR AGENCY FOR
THE USE OF EXCESS BOND PROCEEDS**

DATE: DECEMBER 1, 2015

SUMMARY

The Council may reconsider and approve a Bond Expenditure Agreement between the City of Oroville and the Oroville Successor Agency for the transfer of approximately \$3,390,018 of excess bond proceed to the City of Oroville for implementation of projects consistent with the original bond covenants.

DISCUSSION

Pursuant to AB 1484, the amended state legislation dissolving redevelopment agencies, Health and Safety Code Section 34191.4(c), successor agencies are allowed to spend so-called "excess bond proceeds", which are pre-2011 tax allocation bond proceeds that are otherwise not obligated for a project, once a Finding of Completion has been received from the Department of Finance ("DOF"). The expenditure of these excess bond proceeds must still comply with the bond covenants for which the bonds were issued.

The former Redevelopment Agency of the City of Oroville issued bonds as follows:

- 1995 Tax Allocation Revenue Bond - \$5,000,000
- 2002 Tax Allocation Revenue Bond - \$18,255,000
- 2004 Series A Tax Allocation Revenue Bond - \$8,480,000
- 2004 Series B Tax Allocation Revenue Bond - \$2,145,000

As of the last accounting of the bond revenue funds that were originally issued for project implementation, there is approximately \$3,390,018 in excess bond proceeds from the Series 1995, Series 2002 and Series 2004 tax allocation bonds that remains unspent. The amount is approximate due to accruing interest, and the total amount to be transferred to the City may be adjusted after the execution of the Agreement, to the actual amount on the day of the transfer.

The Oroville Successor Agency received their Finding of Completion on May 6, 2014, and on December 16, 2014 the City Council and Successor Agency approved a Bond Expenditure Agreement between the City of Oroville and the

Successor Agency which authorized the transfer of all unspent bond proceeds from the Successor Agency to the City in order to complete projects and activities consistent with the bond covenants. However, the Oversight Board on December 17, 2014 did not approve the Bond Expenditure Agreement due to lack of details regarding the projects would be funded by the excess bond proceeds. On April 29, 2015, this item was brought back before the Oversight Board with a detailed list of projects for reimbursement with the excess bond proceeds. The Oversight Board approved the resolution and the Agreement and resolutions were submitted to DOF for approval. On June 19, 2015, the Successor Agency received a letter from DOF not approving the Bond Expenditure Agreement and returning the action to the Oversight Board for reconsideration (see Attachment 1 – June 19, 2015 DOF Letter). Since then, the Successor Agency has been working on developing a new list of potential projects not yet completed, consistent with the original bond covenants, which could be funded with the excess bond proceeds.

While a Bond Expenditure Agreement was previously executed for the reimbursement of previously funded projects, because that action was denied by DOF, a revised Bond Expenditure Agreement (see Attachment 2) has been drafted as the master agreement authorizing the City to use excess bond proceeds transferred from the Successor Agency, consistent with bond covenants, on projects and programs indicated in the original bond documents. The official statements for the bond issuances (previously provided and available upon request), state the bonds were originally issued for projects for the Oroville Redevelopment Project No. 1 including public facility improvements, private development projects, rehabilitation projects, revitalization of the Oroville Riverfront and downtown areas, parking and road improvements, purchase of land and buildings for resale to private developers, loans to private developers and a revolving loan fund, and other projects allowed under the Redevelopment Plan. Allowing the City to implement these projects with the excess bond proceeds would help to revitalize the Oroville Redevelopment Project No. 1 area which would in turn help improve property values in the area.

Exhibit A provides a list of potential projects that could be funded with the excess bond proceeds which are consistent with bond covenants. The potential projects include the Gateway Project, streetscape improvements, implementation of revitalization plans, parking lot, capital improvement projects, revitalization of the Oroville Riverfront and downtown areas, and others; all of which are consistent with the purpose of the original bond issuance. While the total amount of these projects exceeds the amount of excess bond proceeds available, approval of the entire list provides the City with the flexibility to prioritize and implement projects in a timely manner, as the projects are in varying stages of readiness. The excess bond proceeds may be used to complete an entire project, or it may be used as matching funds for several projects.

In addition to being consistent with the bond covenants, expenditure of the bond funds must also meet the IRS tax-exempt regulations. Oroville's excess bond proceeds include both taxable and tax-exempt bond funds, and as such, the taxable funds should be used for projects that benefit a specific project or property owner, while the tax-exempt funds must be used for general benefit. Of the \$3,390,018 of excess bond proceeds, \$564,030 are taxable.

FISCAL IMPACT

Approval of the Bond Expenditure Agreement would allow the City of Oroville to receive excess bond funds to implement approximately \$3,390,018 worth of projects consistent with the bond covenants and the original intent of the bonds.

RECOMMENDATION

Adopt Resolution No. 8447 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE BOND EXPENDITURE AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE OROVILLE SUCCESSOR AGENCY – (Agreement No. 3159).

ATTACHMENTS

DOF Letter – June 19, 2015
City Council Resolution No. 8447
Agreement No. 3159
Exhibit A – Potential Projects for the Excess Bond Proceeds



DEPARTMENT OF
FINANCE

EDMUND G. BROWN JR. ■ GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

June 19, 2015

Mr. Jim Simon, Consultant
City of Oroville
309 W. Fourth St
Santa Ana, CA 92701

Dear Mr. Simon:

Subject: Objection of Oversight Board Action

The City of Oroville Successor Agency (Agency) notified the California Department of Finance of its April 29, 2015 Oversight Board (OB) resolution on May 6, 2015. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

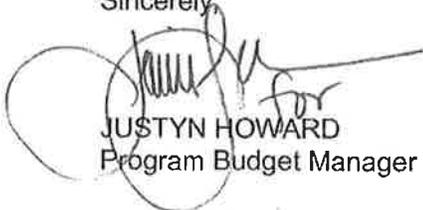
Based on our review and application of the law, OB Resolution No. 05-15, adopting a Bond Expenditure Agreement (Agreement) between the City of Oroville (City) and the Agency, is not approved.

The Agency and the City desire to enter into an Agreement to transfer approximately \$3,390,018 in excess bond proceeds to the City for services previously rendered. It is our understanding that the services were provided by the City pursuant to a 1981 Agreement for Cooperation By and Between the City and former Redevelopment Agency (Cooperation Agreement). While the Cooperation Agreement was approved as a pre-dissolution loan, the repayment amount is subject to the repayment formula outlined in HSC 34191.4 (b) (2). Further, no documentation was provided to assure that the proposed use of bond proceeds for repayment is consistent with the original bond covenants, nor did the OB make such a finding. Therefore, the Agency should request other funding sources, including Redevelopment Property Tax Trust Fund funding, for the repayment on future Recognized Obligation Payment Schedule, subject to Finance's review and approval.

As authorized by HSC section 34179 (h), Finance is returning your OB action to the board for reconsideration

Please direct inquiries to Beliz Chappuie, Supervisor or Satveer Ark, Lead Analyst at (916) 445-1546.

Sincerely,


JUSTYN HOWARD
Program Budget Manager

cc: on the following page

Mr. Jim Simon
June 19, 2015
Page 2

cc: Mr. Rick Farley, Business Assistance Coordinator, City of Oroville
Ms. Maria Solis, Auditor - Accountant, Butte County
California State Controller's Office

**CITY OF OROVILLE
RESOLUTION NO. 8447**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE BOND
EXPENDITURE AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE
OROVILLE SUCCESSOR AGENCY**

(AGREEMENT NO. 3159)

WHEREAS, the Oroville Successor Agency ("Successor Agency") received its Finding of Completion under Health and Safety Code Section 34179.7 from the California Department of Finance on May 6, 2014; and

WHEREAS, Health and Safety Code Section 34191.4(c) allows a successor agency that has received a finding of completion to use bond proceeds from bonds issued prior to 2011 for purposes for which the bonds were sold, provides that such proceeds in excess of amounts needed to satisfy approved enforceable obligations shall be expended in a manner consistent with the original bond covenants, and further provides that such expenditures shall constitute "excess bond proceeds obligations" that shall be listed separately on the successor agency's Recognized Obligation Payment Schedule ("ROPS"); and

WHEREAS, as of its last accounting, the Successor Agency has determined it is holding so-called "excess bond proceeds" in the amount of approximately \$3,390,180 (said amount may be adjusted, increased or decreased after the date of this Agreement) that are not otherwise obligated for a project or other enforceable obligations from the 1995, 2002, 2004 Series A and Series B Tax Allocation Revenue Bonds for the Oroville Redevelopment Project No. 1; and

WHEREAS, the Successor Agency desires to provide these excess bond proceeds to the City of Oroville to enable the City to use such funds, in a manner consistent with the original bond covenants, to undertake projects and programs that were not previously funded and obligated by the Successor Agency or the City; and

WHEREAS, the Agreement would advance the City's community development goals while maximizing fiscal and social benefits flowing to the taxing entities from successful development. The City Council has found that the use of excess bond proceeds to fund projects detailed in the Agreement is in accordance with Health and Safety Code Sections 33445, 33445.1, and 33679, the original bond covenants, and other applicable laws; and

WHEREAS, the Oversight Board of the Oroville Successor Agency has determined that the expenditure of excess bond proceeds in accordance with the attached Agreement will benefit the affected taxing entities, is consistent with the original bond

covenants, and approves the execution of the attached Agreement and the provision of excess bond proceeds to the City for the purposes described.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The Mayor is hereby authorized and directed to execute the Bond Expenditure Agreement between the Oroville Successor Agency and the City of Oroville for the transfer of excess bond proceeds currently held by the Successor Agency.

SECTION 3. The 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 December 1, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

BOND EXPENDITURE AGREEMENT

This Bond Expenditure Agreement (the "Agreement") is entered into effective _____, 2015, by and between the City of Oroville, a municipal corporation (the "City"), and the Oroville Redevelopment Successor Agency, successor agency to the Redevelopment Agency of the City of Oroville under Health and Safety Code Section 34173 ("Oroville SA") pursuant to City Council Resolution No. _____, Oroville SA Resolution No. _____, and the Oroville Oversight Board Resolution No. _____.

Recitals

A. Oroville SA received its Finding of Completion under Health and Safety Code Section 34179.7 from the California Department of Finance on May 6, 2014.

B. Health and Safety Code Section 34191.4(c) allows a successor agency that has received a finding of completion to use bond proceeds from bonds issued prior to 2011 for purposes for which the bonds were sold, provides that such proceeds in excess of amounts needed to satisfy approved enforceable obligations shall be expended in a manner consistent with the original bond covenants, and further provides that such expenditures shall constitute "excess bond proceeds obligations" that shall be listed separately on the successor agency's Recognized Obligation Payment Schedule ("ROPS").

C. Oroville SA has so so-called "excess bond proceeds," i.e., pre-2011 tax allocation bond proceeds that are not otherwise obligated for a project or other enforceable obligation from the 1995, 2002 and 2004 Series A and Series B Tax Allocation Revenue Bonds for the Oroville Redevelopment Project No.1. Oroville SA wishes to use such proceeds for redevelopment purposes consistent with applicable bond covenants.

D. The California Community Redevelopment Law (Health and Safety Code Section 33000, et seq.) provides for a cooperative relationship between cities and their redevelopment agencies, as well as their successor agencies who have assumed the duties and obligations of the former redevelopment agencies. Under Health and Safety Code Section 33220, a city may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects. Health and Safety Code Section 33220(e) specifically authorizes a city to enter into an agreement with its redevelopment agency or any other public entity to further redevelopment purposes. Health and Safety Code Section 34178 allows a successor agency and its sponsoring city to enter into agreements with the approval of the Oversight Board.

E. Oroville SA desires to provide excess bond proceeds to the City to enable the City to use such funds, in a manner consistent with the original bond covenants, for improvement projects for which these bonds were issued, as shown in Exhibit A. The transfer of these funds to the City would advance the City's community development goals while maximizing fiscal and social benefits flowing to the taxing entities. The City Council has found that the use of excess bond proceeds to fund projects is in accordance with Health and Safety

Code Sections 33445, 33445.1, and 33679, the bond covenants, and other applicable law. The Oroville Oversight Board has determined that the expenditure of excess bond proceeds in accordance with this Agreement will benefit the affected taxing entities, are consistent with the original bond covenants, and has therefore approved the execution of this Agreement and the provision of excess bond proceeds to the City for the purposes described herein.

F. In order to facilitate the use of excess bond proceeds consistent with the bond covenants, Oroville SA and the City have negotiated this Agreement requiring the transfer of current excess bond proceeds by Oroville SA to the City, and the City's use of such proceeds as shown in Exhibit A and consistent with bond covenants. The parties intend that this Agreement shall constitute an excess bond proceeds obligation within the meaning of Health and Safety Code Section 34191.4(c)(2)(A) to be paid from excess bond proceeds. With Oversight Board approval, Oroville SA will list this Agreement, and the requirement to transfer excess bond proceeds herein, on its Recognized Obligation Payment Schedule ("ROPS") for July 1, 2016 through June 30, 2017 ("ROPS 16-17") as an obligation to be funded with excess bond proceeds.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. RECITALS

The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement.

2. Oroville SA'S OBLIGATIONS

Oroville SA shall have the following obligations under this Agreement:

2.1. CURRENT EXCESS BOND PROCEEDS. Oroville SA shall transfer to the City Excess Bond Proceeds currently held by Oroville SA in an amount of \$3,368,183 (said amount may be adjusted, increased or decreased after the date of this Agreement to the actual amount on the date of transfer).

2.2. FUTURE EXCESS BOND PROCEEDS. Oroville SA shall transfer to the City all future Excess Bond Proceeds held or received by Oroville SA. Such future Excess Bond Proceeds shall include, without limitation, (1) Bond Proceeds previously obligated to a project or other Enforceable Obligation that become unobligated for any reason, (2) Bond Proceeds that become available in the form of rents, sale proceeds, loan repayments, or other revenues that are generated by properties or other assets acquired and/or improved with Bond Proceeds and that are not otherwise obligated to a project or other Enforceable Obligation, and (3) any other funds held by Oroville SA that qualify as Excess Bond Proceeds under this Agreement.

The parties intend that payments of future Excess Bond Proceeds be made to the City as soon as possible after such Excess Bond Proceeds become available. The transfer of future Excess Bond Proceeds shall be made pursuant to an approved ROPS within 30 days of the commencement of the relevant ROPS period. Oroville SA shall be responsible for ensuring that payments of future Excess Bond Proceeds, as such funds become available, are included on the next possible ROPS.

2.3. PROJECTS FUNDED BY EXCESS BOND PROCEEDS. Oroville SA assigns to the City all responsibilities in relation to the administration of any projects or programs funded by Excess Bond Proceeds. Oroville SA assigns to the City all contracts entered into by Oroville SA or the former Redevelopment Agency of the City of Oroville related to activities to be funded by Excess Bond Proceeds, with the exception of those contracts retained by Oroville SA relating to Enforceable Obligations.

3. CITY'S OBLIGATIONS

The City shall have the following obligations under this Agreement:

3.1. RETENTION OF EXCESS BOND PROCEEDS. The City shall accept, hold, and disburse Excess Bond Proceeds transferred to the City by Oroville SA under this Agreement, including current Excess Bond Proceeds and future Excess Bond Proceeds. The City shall retain any Excess Bond Proceeds that it receives, such as revenue generated from properties acquired or improved with Excess Bond Proceeds or payments on loans funded from Excess Bond Proceeds, without any obligation to return such funds to Oroville SA, and shall use such funds to reimburse for projects as identified in Exhibit A, consistent with applicable bond covenants.

3.2. USE OF EXCESS BOND PROCEEDS. The City may spend Excess Bond Proceeds received or retained under this Agreement on any project, program, or activity consistent with the original bond covenants applicable to the particular Excess Bond Proceeds, and must comply with all requirements of federal tax law and all applicable requirements of the California Community Redevelopment Law as to the use of such funds. The City shall be solely responsible for ensuring that Excess Bond Proceeds are maintained and spent in accordance with bond covenants and other applicable laws. The City may transfer funds between approved projects, programs and activities, as long as the transfer is within a single project area if applicable bond covenants restrict such funds to a particular project area.

The City shall indemnify and defend Oroville SA, and its officers and agents, against, and shall hold Oroville SA, and its officers and agents, harmless from, any claims, causes of action, or liabilities arising from the misuse of Excess Bond Proceeds by the City or the failure of the City to ensure that Excess Bond Proceeds are used in accordance with bond covenants, federal tax law, and the California Community Redevelopment Law.

The City assumes all contracts entered into by Oroville SA or the former Redevelopment Agency of the City of Oroville related to activities to be funded by Excess Bond Proceeds, with the exception of those contracts retained by Oroville SA relating to Enforceable Obligations. The City shall perform its obligations hereunder, and under such assumed contracts, in accordance with the applicable provisions of federal, state and local laws, including the obligation to comply with environmental laws such as CEQA, and shall timely complete the work required for each project.

4. ENTIRE AGREEMENT; WAIVERS; AND AMENDMENTS

4.1. This Agreement constitutes the entire understanding and agreement of the parties with respect to the transfer and use of Excess Bond Proceeds. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

4.2. This Agreement is intended solely for the benefit of the City and Oroville SA. Notwithstanding any reference in this Agreement to persons or entities other than the City and Oroville SA, there shall be no third party beneficiaries under this Agreement.

4.3. All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representatives of the parties.

5. SEVERABILITY

If any term, provisions, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability. In addition, the parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of any invalidated or voided provision, covenant, or condition can be accomplished to the maximum extent legally permissible.

6. DEFAULT

If either party fails to perform or adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform shall be in default hereunder. In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this contract, including without limitation the right to sue for damages for breach of contract or to seek specific performance. The rights and remedies of the non-defaulting party enumerated in this paragraph are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party.

7. BINDING ON SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law.

8. FURTHER ASSURANCES

Each party agrees to execute, acknowledge and deliver all additional documents and instruments, and to take such other actions as may be reasonably necessary to carry out the intent of this Agreement.

[SIGNATURES ON NEXT PAGE]

In witness whereof, the undersigned parties have executed this Bond Expenditure Agreement effective as of the date first above written.

“CITY”

THE CITY OF OROVILLE,
a municipal corporation

By: _____
City Administrator

Approved as to form and legality:

By: _____
City Attorney

“OROVILLE SA”

THE OROVILLE REDEVELOPMENT SUCCESSOR AGENCY, successor agency to the
Redevelopment Agency of the City of Oroville under Health and Safety Code Section 34173

By: _____
Oroville SA Administrator

Approved as to form and legality:

By: _____
Oroville SA Counsel

Exhibit A – Potential Projects for the Excess Bond Proceeds

List of Projects	Estimated
Gateway Project Development Project <i>Purchase property from the former RDA.</i>	\$ 1 million
Lincoln St. & Huntoon St. Streetscape Improvement Plan	\$ 2 million
Feather River Boulevard Revitalization Plan	\$ 1.2 million
750 Montgomery – parking lot and land acquisition	\$ 1 million
Municipal Auditorium – MIDAS Project	\$ 5 million
ACE District – Revitalization of 29 acres of the Oroville Waterfront and Downtown area (concept plan already exists):	
<ul style="list-style-type: none"> • Signage and Wayfinding Improvements throughout the Historic Downtown. • Land Acquisition within ACE District (29 acres) boundaries • Public-Private Partnership to create residential development Projects • Affordable Housing Project and Partnerships 	<p style="text-align: right;">\$100,000</p> <p style="text-align: right;">\$250,000</p> <p style="text-align: right;">\$ 1 million</p> <p style="text-align: right;">\$ 1.5 million</p>
Myers Street Underground Project (Rule 20A)	\$ 4.2 million
City Museum Improvement (Bolts AHTM - Expansion)	\$150,000
Corporation Yard Improvements	\$ 500,000
Fire Station / Heliport at the Airport	\$ 750,000
Alley Improvement Projects (Downtown Oroville)	\$ 1 million
Veteran’s Memorial Park	\$ 1.7 million
TOTAL	\$ 21.4 million

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Gateway Project Development Project <i>(Purchase property from the former RDA)</i>	\$ 1 million
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<ul style="list-style-type: none"> • Signage and Wayfinding Improvements throughout the Historic Downtown. • Land Acquisition within ACE District (29 acres) boundaries • Public-Private Partnership to create residential development Projects • Affordable Housing Project and Partnerships 	\$100,000 \$250,000 \$ 1 million \$ 1.5 million
Myers Street Underground Project (Rule 20A)	\$ 4.2 million
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Veteran's Memorial Park	\$ 1.7 million
TOTAL	\$ 21.4 million

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT;
LUIS TOPETE, ASSOCIATE PLANNER (530) 538-2408;
SCOTT E. HUBER, CITY ATTORNEY**

**RE: AGREEMENT WITH SACRAMENTO VALLEY LIMITED PARTNERSHIP,
D/B/A VERIZON WIRELESS FOR THE INSTALLATION OF
COMMUNICATION EQUIPMENT**

DATE: DECEMBER 1, 2015

SUMMARY

The Council may consider an Agreement with Sacramento Valley Limited Partnership d/b/a Verizon Wireless, to install communication equipment on the tower located at the corner of Arlin Rhine Memorial Drive and Lincoln Street, in Oroville.

DISCUSSION

Sacramento Valley Limited Partnership, d/b/a Verizon Wireless, would like to rent space on the City's existing tower located on the corner of Arlin Rhine Memorial Drive and Lincoln Street for the placement of their telecommunications equipment. In addition, Verizon Wireless will need space on the ground in the building located at the base of the tower for placement of additional equipment.

The City currently utilizes the existing tower for communications equipment, and this proposed use would not interfere with the City's ability to utilize the tower in the future. In addition, the City will have the ability to rent the tower to other communications companies in the future, should the need or desire arise to do so.

Staff has negotiated the attached proposed agreement, which is at a higher rate than many other public agencies for similar agreements. The proposed annual rent is \$21,600 per year, which contains a 3% annual increase per year to adjust for inflation. In addition, the City will receive several one-time payments, including a \$15,000 payment upon execution of the Agreement as an administrative fee, as well as a \$2,500 payment upon execution of the Agreement as a document fee.

The proposed lease term is five years, with 4 five-year options to be exercised in the future. Accordingly, this Agreement has the potential to last for a total of 25 years.

FISCAL IMPACT

ADMINISTRATION

Page 1

12.01.2015

CC-12

Revenues will be received as follows:

\$2,500 one-time document fee at beginning (001-4670-1600); \$15,000 one-time administration fee at beginning (001-4670-1600); \$21,600 per year for the lease with a 3% per year increase (001-4510-1600).

RECOMMENDATION

Adopt Resolution 8448 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH SACRAMENTO VALLEY LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE INSTALLATION OF COMMUNICATION EQUIPMENT - (Agreement No. 3160).

ATTACHMENTS

Resolution No. 8448
Agreement No. 3160

**CITY OF OROVILLE
RESOLUTION NO. 8448**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH SACRAMENTO VALLEY LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE INSTALLATION OF COMMUNICATION EQUIPMENT

(Agreement No. 3160)

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

1. The Mayor is hereby authorized and directed to execute an Agreement with Sacramento Valley Limited Partnership d/b/a Verizon Wireless for the installation of communication equipment. A copy of the Agreement is attached to this Resolution.

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on December 1, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

CITY OF OROVILLE
OPTION AND COMMUNICATIONS SITE TOWER AND GROUND LEASE
AGREEMENT

THIS OPTION AND COMMUNICATIONS SITE TOWER AND GROUND LEASE AGREEMENT ("Agreement") is entered this ____ day of _____, 201__ ("Effective Date"), by and between **CITY OF OROVILLE, a California municipal corporation**, with its principal place of business at 1735 Montgomery Street, Oroville, CA 95965 ("**Lessor**") and **SACRAMENTO VALLEY LIMITED PARTNERSHIP d/b/a Verizon Wireless**, with its principal place of business at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("**Lessee**"). This Agreement may refer to Lessor and Lessee individually as a "**Party**" or collectively as the "**Parties**."

The Lessor, a municipal corporation acting solely in its proprietary capacity as the owner of land, owns that certain real property commonly known as an existing Lessor owned 190' Self Support tower and Shelter located at the SE Corner of Arlin Rhine Memorial Drive and Lincoln Street Oroville, County of Butte, California, as shown on the Tax Map of the County of Butte as Assessor's Parcel Numbers 012-031-001, -009, and -011 (the entirety of Lessor's property is more particularly described and depicted in Exhibit "A", attached to and incorporated into this Agreement by this reference, and is referred to hereinafter as the "**Property**"). Lessor, as landowner and ~~not~~ a government, and Lessee desire to enter into this Agreement to grant Lessee an option to lease a portion of said Property, being described as an approximately 416.44 square foot parcel (the "**Land Space**") sufficient for the installation of Lessee's equipment, together with a portion of that certain space (the "**Tower Space**") on the Lessor's tower, hereinafter referred to as the "**Tower**", located on the Property, together with the non-exclusive right (the "**Rights of Way**") for ingress and egress, seven (7) days a week twenty four (24) hours a day, on foot or motor vehicle, including trucks over or along a right of way extending from the nearest public right of way to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space; and together with any further rights of way (the "**Further Rights of Way**") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Rights of Way and Further Rights of Way, if any, are substantially described in Exhibit "B", attached to and incorporated into this Agreement by this reference, and collectively referred to hereinafter as the "**Premises**".

NOW THEREFORE, in consideration of the sum of Two Thousand Five Hundred Dollars (\$2,500.00), to be paid by Lessee to the Lessor, the Lessor, landowner and not a government, hereby grants to Lessee the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by Lessee within forty five (45) days of execution of this

COMMUNICATIONS SITE GROUND LEASE AGREEMENT

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Agreement or of receipt by Lessee from Lessor of the Rental Documentation, as defined in and in accordance with Section 7.b of the Agreement below, whichever occurs later. The providing by Lessor of Rental Documentation to Lessee shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by Lessee, and notwithstanding anything to the contrary herein, Lessee shall have no obligation to make any payment(s) until Rental Documentation has been supplied to Lessee.

The option may be exercised at any time on or prior to twelve (12) months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for one additional period of twelve (12) months, unless Lessee gives written notice to the Lessor of the intent not to extend prior to the end of the initial option period. If the option is extended, Lessee shall make an additional payment of Two Thousand Five Hundred Dollars (\$2,500.00) to Lessor within thirty (30) days of the option being extended, provided Lessor has supplied to Lessee the Rental Documentation, as defined in and in accordance with Section 7.b of the Agreement below. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the Lessor decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall immediately notify Lessee in writing so that Lessee can take steps necessary to protect Lessee's interest in the Premises.

This option may be sold, assigned or transferred by the Lessee without any approval or consent of the Lessor to the Lessee's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the Lessee in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the Lessor, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.

Should Lessee fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and Lessor shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

Lessor shall cooperate with Lessee in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will

permit Lessee use of the Premises. Lessor shall take no action which would adversely affect the status of the Property with respect to the proposed use by Lessee.

The Lessor shall permit Lessee, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as Lessee may deem necessary, at the sole cost of Lessee.

Lessor agrees to execute a Memorandum of this Option and Communications Site Tower and Ground Lease Agreement ("**Memorandum of Agreement**") which Lessee may record with the appropriate Recording Officer. The date set forth in the Memorandum of Agreement is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by Lessee to the Lessor in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted and thereupon the following agreement shall take effect:

COMMUNICATIONS SITE TOWER AND GROUND LEASE AGREEMENT

This Agreement is entered this ____ day of _____, 201__, by and between **CITY OF OROVILLE, a California municipal corporation**, with its principal place of business at 1735 Montgomery Street, Oroville, CA 95965 ("**Lessor**") and **SACRAMENTO VALLEY LIMITED PARTNERSHIP d/b/a Verizon Wireless**, with its principal place of business at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("**Lessee**"). This Agreement may refer to Lessor and Lessee individually as a "**Party**" or collectively as the "**Parties.**"

WITNESSETH

NOW THEREFORE, the Parties agree as follows:

1. **Grant of Lease.** Lessor hereby leases to the Lessee a portion of that certain parcel of property (the entirety of Lessor's property is referred to hereinafter as the "**Property**"), located at the SE Corner of Arlin Rhine Memorial Drive and Lincoln Street Oroville, County of Butte, California, and being described as a 10' by 20' parcel and a 5' by 10' parcel, collectively containing 250 square feet (collectively, the "**Land Space**") sufficient for the installation of Lessee's equipment , together with a portion of that certain space (the "**Tower Space**") on the Lessor's tower, hereinafter referred to as the "**Tower**", located on the Property, together with the non-exclusive right (the "**Rights of Way**") for ingress and egress, seven (7) days a

COMMUNICATIONS SITE GROUND LEASE AGREEMENT

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week twenty four (24) hours a day, on foot or motor vehicle, including trucks over or along a right of way extending from the nearest public right of way to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space; and together with any further rights of way (the "**Further Rights of Way**") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Rights of Way and Further Rights of Way, if any, are substantially described in Exhibit "B", attached hereto and made a part hereof, and collectively referred to hereinafter as the "**Premises**". The Property is also shown on the Tax Map of the County of Butte as Assessor's Parcel Numbers 012-031-001, -009, and -011.

Lessee shall notify the Lessor at (530)538-2493, prior to Lessee's entry on the Premises, except in the event of an emergency.

In the event any public utility is unable to use the Rights of Way or Further Rights of Way, the Lessor hereby agrees to grant an additional right-of-way(s) either to the Lessee or to the public utility at no cost to the Lessee.

Lessor hereby grants permission to Lessee to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto and made a part hereof. Lessor hereby agrees that Lessee's radio communications equipment, antennas and appurtenances shall occupy the highest location of any and all radio communications equipment, antennas, and/or appurtenances on the Tower at all times throughout the Term (hereinafter defined) of this Agreement.

Lessee reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. **Access - Lessor's Right of Entry.** Upon at least 48 hours prior written notice to Lessee (except in the event of an emergency to life or limb) and provided that Lessor is accompanied by an authorized representative of Lessee, Lessor shall have the right to enter in and on the Premises at all reasonable times. Lessor shall be permitted to (1) inspect the Premises, except Lessee's equipment in the shelter; (2) post notices of non-responsibility for alterations, additions, or repairs; and (3) in an emergency to life or limb, take any reasonably necessary action to protect persons or property. Lessor shall not interfere with or terminate Lessee's operations.

3. Permitted Use.

- a. Communication Facility.** Lessee may use the Premises to (i) transmit and receive communication signals within the radiofrequency bands that the Federal Communications Commission (“FCC”) may duly license to Lessee from time to time throughout the Term; (ii) construct, install, maintain, repair, and replace cabinets, shelters, antennas, cables, radios, generator, and other accessories and electronic equipment (“**Communication Facility**”) as more particularly described and depicted in Exhibit "B" attached to hereto; and (iii) activities reasonably related to (i) and (ii) provided that no activities described in (i), (ii), or (iii) involve any physical expansion or relocation of any part of the Communication Facility outside the envelope of the Communication Facility originally authorized in Exhibit "B" or violate any obligation or standard of care required under this Agreement (collectively, the “**Permitted Use**”).
- b. Alterations & Upgrades.** Lessee shall not alter or upgrade its Communication Facility, other than shown on Exhibit "B" without prior written consent from Lessor, which Lessor shall not unreasonably withhold. Notwithstanding the foregoing, Lessee reserves the right to replace, without written consent from Lessor, the equipment shown on Exhibit "B" with similar and comparable equipment provided said replacement does not increase tower loading of said Tower. After Lessee obtains written consent from Lessor for changes requiring consent, the Parties shall substitute a new Exhibit "B" to accurately reflect the approved Communication Facility. Notwithstanding this Section 3.b, Lessee may remove its personal property from the Premises at any time without prior written consent from Lessor.
- c. Limits on Permitted Use.** Subject to the provisions in Section 20 (Assignments) and Section 21 (Subleases), this Agreement expressly excludes all rights or privileges of Lessee to sublease, sublet, collocate, or in any other manner allow any other third party to use or access the Premises without Lessor’s prior written consent, which consent shall not be unreasonably withheld.

4. Construction.

- a. Structural Review.** Prior to commencement of any construction of the Communication Facility on the Premises, Lessee shall submit a complete set of engineering plans and specifications, as well as a Structural Analysis Report, to Lessor for reliance upon by Lessor.

b. Intentionally Omitted.

c. Construction Space. For a period of ninety (90) days following the start of construction, Lessor grants Lessee the right to use such reasonable portions of Property contiguous to the Premises as may reasonably be necessary during construction and installation of the Communications Facility. Lessee's construction activities shall not unreasonably obstruct access to or otherwise unreasonably interfere with any other of Lessor's tenants at the Property. Lessee shall, to the greatest extent feasible, schedule its construction activities between the hours of eight o'clock in the morning Pacific Standard Time (8:00 A.M. PST) and six o'clock in the afternoon Pacific Standard Time (6:00 P.M. PST) or on weekends or holidays. Lessee, its employees, contractors and agents, shall maintain the construction area and construct all parts of the Communication Facility in a safe and workmanlike manner.

d. As-Built Site Plans. Within ninety (90) days after Lessee completes construction of the Communication Facility, Lessee, at Lessee's sole cost, shall provide Lessor with as-built drawings of the Communication Facility.

5. Government Approvals.

- a.** Lessee and its contractors and/or representatives that perform work at the Property shall bear sole responsibility to obtain and maintain all licenses, permits, and other authorization required by any federal, state, or local statutes, rules, regulations, ordinances ("**Government Approvals**"). Lessee shall at all times comply with all applicable laws and requirements in all Government Approvals.
- b.** Lessor authorizes Lessee to prepare all required application to obtain Government Approvals for the Permitted Use, and to reasonably cooperate with Lessee to obtain and maintain such Government Approvals. Notwithstanding anything to the contrary in this Agreement, Lessee shall not have the right to sign or otherwise execute any application, document, instrument, or agreement in connection with any Government Approval without prior written consent from the Lessor, which Lessor shall not unreasonably withhold or delay.
- c.** Lessee acknowledges that Lessor enters this Agreement only in its proprietary capacity as the owner of the Property. Lessee further acknowledges that Lessor's assent to this Agreement, Lessor's consent or refusal to consent in connection with this Agreement, or Lessor's response or failure to respond to any request for consent in connection with this

Agreement, shall not be deemed to constitute a Government Approval or to indicate that the City of Oroville in its regulatory capacity will approve or deny any Government Approval in connection with this Agreement or any request for consent in connection with this Agreement.

- d. Promptly after Lessee obtains each Government Approval (or a renewal thereof), Lessee agrees to provide Lessor with a true and correct copy.

6. Term.

- a. **Initial Term.** This Agreement shall commence on the Effective Date. Lessor leases to Lessee for an initial term of five (5) years (“**Initial Term**”) commencing on the first day of the month in which notice of the exercise of the option, as set forth above, is effective (“**Commencement Date**”). The Initial Term shall automatically expire at midnight on the fifth (5th) anniversary of the Commencement Date.
- b. **Renewal Term(s).** This Agreement shall automatically renew for up to four (4) additional five (5) year terms (each a “**Renewal Term**”), unless Lessee is in default of this Agreement on the last day of the Initial Term or any Renewal Term or Lessee delivers to Lessor written notice of its intent not to renew at least ninety (90) days before the end of any term. This Agreement shall automatically expire at midnight on the last day of the fourth (4th) Renewal Term. Lessee agrees and acknowledges that, regardless of any use or improvements, this Agreement does not entitle Lessee to any rights or expectancies to lease the Property or Premises after this Agreement naturally expires or if either Party terminates this Agreement pursuant to the termination process outlined in the Agreement.
- c. **Holdover Term.** Lessee’s right to possess and use the Premises shall immediately terminate at the expiration or the earlier termination of this Agreement. In the event that Lessee continues to possess or use the Premises or any part of the Property after this Agreement expires or terminates, then (1) the Term shall automatically convert to month-to-month (“**Holdover Term**”); (2) the rent during the Holdover Term shall automatically increase ten percent (10%) over the Rent (defined below) in effect at the time of the expiration or earlier termination this Agreement (“**Holdover Rent**”); and (3) all other terms and conditions in this Agreement shall continue. The Holdover Term and Holdover Rent shall continue until and unless Lessee completely removes and restores the Premises and Property as defined in Section 12.

- d. The Parties may individually or collectively refer to the Initial Term and any Renewal Term(s) as the “**Term.**”

7. Rent; Other Pecuniary Consideration.

- a. **Base Rent.** Lessee shall pay Lessor a total annual rental of Twenty One Thousand Six Hundred and NO/100 Dollars (\$21,600.00) to be paid in equal monthly installments on the first day of the month throughout the Term ("Rent"), in advance, to Lessor or to such other person, firm or place as Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Section 27 below. Upon agreement of the Parties, Lessee may pay Rent by electronic funds transfer and in such event, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee. Rent shall automatically commence and become due and payable on the Commencement Date, however, Lessor and Lessee acknowledge and agree that initial Rent payment(s) shall not actually be sent by Lessee until thirty (30) days after the exercise of the option is effective.

- b. **Rental Documentation.** Lessor hereby agrees to provide to Lessee certain documentation (the “Rental Documentation”) evidencing Lessor’s interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to Lessee in Lessee’s reasonable discretion, evidencing Lessor’s good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Lessee, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by Lessee in Lessee’s reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from Lessee, Lessor agrees to provide updated Rental Documentation in a form reasonably acceptable to Lessee. The Rental Documentation shall be provided to Lessee in accordance with the provisions of and at the address given in Section 27. Delivery of Rental Documentation to Lessee shall be a prerequisite for the payment of any rent by Lessee and notwithstanding anything to the contrary herein, Lessee shall have no obligation to make any rental payments until Rental Documentation has been supplied to Lessee as provided herein.

- c. **Annual Rent Escalator.** On every Commencement Date anniversary throughout the Term, Rent shall automatically increase three percent (3%) over the Rent in effect during the immediately prior twelve (12) months.

d. **Administrative Fee.** Lessee shall pay Lessor a separate one-time only lump sum administrative fee in the amount of Fifteen Thousand and NO/100 Dollars (\$15,000.00) ("**Administrative Fee**") within forty-five (45) days after the Commencement Date. The Parties agree that such Administrative Fee does not constitute Rent, an option payment or any offset thereof.

8. Maintenance & Repairs.

a. **Maintenance & Repairs to the Premises.** Throughout the Term, Lessee, at its sole cost and expense, shall secure, maintain, and repair all areas where it enjoys exclusive control, which includes the entire Premises, in a clean and neat manner, except for reasonable wear and tear. Lessor shall not have any responsibility to secure, maintain, or repair any areas where Lessee enjoys exclusive control. Lessee shall promptly repair any damage to any area where it enjoys exclusive control, which includes the Premises, to substantially the condition that existed on the Commencement Date, reasonable wear and tear excepted.

b. **Maintenance & Repairs to the Property.** Lessor shall maintain and repair the Property as reasonably necessary for Lessee's Permitted Use and to permit access to the Communication Facility as required in this Agreement, subject to reasonable wear and tear and damage from the elements. To the extent reasonably feasible, Lessor shall provide Lessee with written notice at least ninety (90) days before Lessor commences any maintenance or repairs to the Property that will or reasonably might temporarily impair Lessee's use of the Premises. Lessee shall, at its sole cost and expense, promptly repair any damage to the Property caused by Lessee, or its agents, contractors, employees, or representatives. This Section 8 shall not impede Lessee's right to make emergency repairs.

9. **Utilities.** Lessee shall procure its own electrical, telephone, and other such services (collectively, "**Utilities**") under its own account and at its sole cost and expense. Lessor shall reasonably cooperate with Lessee's Utilities providers to bring Utilities to the Communication Facility. Lessor shall not provide any Utilities whatsoever to Lessee, except to the extent that it provides general services to all entities as a local government. Under no circumstances shall Lessee "submeter" from Lessor.

10. **Liens.** Throughout the Term, Lessee shall keep the entire Premises free and clear from all liens and encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee. Lessee shall at all times promptly

and fully pay and discharge any and all claims on which any such liens or encumbrances may or could be based, and shall indemnify Lessor against all such liens or encumbrances, claims of liens or encumbrances, and suits or other procedures that pertain thereto. Notwithstanding anything to the contrary in this Agreement, Lessee shall not have the right to execute or sign any document, instrument, or agreement, or to record or cause to be recorded any lien, encumbrance, or obligation that burdens the Property or Premises without prior written consent from Lessor, which Lessor may withhold for any or no reason. Notwithstanding anything in this Agreement to the contrary, Lessor retains the right to enter the Premises and post notices of non responsibility for any work or materials ordered. Lessee shall be entitled to record notice of its lease with the County Recorder.

- 11. Lessee's Personal Property.** All equipment and other property brought, placed, or erected on the Property by Lessee shall be and remain the personal property of Lessee. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof, which shall be deemed personal property for the purpose of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and Lessor gives Lessee the right to remove all or any portion of the same from time to time, in Lessee's sole discretion and without consent from Lessor.
- 12. Removal & Restoration.** Within ninety (90) calendar days after this Agreement expires or terminates, Lessee shall completely remove all its personal property and restore the Premises and any affected areas of the Property to its original condition as it existed before the Commencement Date, except for reasonable and ordinary wear and tear and casualty damage. Without limiting the generality of the foregoing, Lessee shall remove all utilities, wiring, and conduits. Lessee shall be deemed in actual possession of the Premises until and unless it completely removes and restores the Premises consistent with this Section 12.
- 13. Interference.** Lessee agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of Lessor or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed Lessee's equipment causes such interference, and after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Lessor be entitled to terminate this Agreement or relocate the equipment as long as Lessee is making a good faith

effort to remedy the interference issue. Lessor agrees that Lessor and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Lessee. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section 13 and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. Taxes.

- a. Lessor shall timely pay all real property taxes, assessments, or fees on the Property, which includes the Premises. Lessee shall timely pay any taxes, assessments, or fees (which includes, without limitation, California Revenue and Tax Code § 107.6(a), as hereafter amended or superseded, when applicable), which Lessor demonstrates is directly attributable to the construction or presence of the Communication Facility, throughout the Term. Notwithstanding the foregoing, Lessee shall not have the obligation to pay any tax, assessment, or charge that Lessee is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property.
- b. In the event that Lessor does not timely pay any such real property taxes, assessments, or fees, Lessee shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent.
- c. Lessee, at its sole cost and expense, shall have the right to seek a reduction in its assessed value, or to contest any tax. Lessor shall reasonably cooperate with Lessee at Lessee's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document.

15. Default and Remedies.

- a. **Default.** A material default and breach under this Agreement ("Default") shall be deemed to occur when:
 - i. Lessee does not deliver any sums due under this Agreement within fifteen (15) calendar days after receipt of written notice of same from Lessor;

- ii. Lessee does not observe or perform any term under this Agreement within thirty (30) calendar days after receipt of written notice of same from Lessor; provided, however, that no Default shall occur when the nature of the cure reasonably requires more than thirty (30) calendar days, Lessee commences to cure within thirty (30) calendar days of receipt of such written notice from Lessor, and Lessee diligently prosecutes its cure to completion;
 - iii. Lessor does not observe or perform any term under this Agreement within thirty (30) calendar days after receipt of written notice of same from Lessee; provided, however, that no Default shall occur when the nature of the cure reasonably requires more than thirty (30) calendar days, Lessor commences to cure within thirty (30) calendar days of receipt of such written notice from Lessee, and Lessor diligently prosecutes its cure to completion;
 - iv. Lessor fails, within five (5) calendar days after receipt of written notice of such failure, to perform an obligation required to be performed by Lessor if the failure to perform such an obligation interferes with Lessee's ability to conduct its business on the Property; provided, however, that if the nature of Lessor's obligation is such that more than five (5) calendar days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) calendar day period and thereafter diligently pursued to completion; or
 - v. Lessee attempts in any manner to exclude Lessor from the Property outside the Premises.
- b. **Remedies.** Neither Party may maintain any action or effect any remedies for Default against the other Party unless and until the defaulting Party has failed to cure the breach within the time periods provided in this Section 15. Upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a Default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such Default, the

non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state in which the Premises are located; provided, however, Lessor shall use reasonable efforts to mitigate its damages in connection with a default by Lessee. If Lessee so performs any of Lessor's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by Lessee shall immediately be owing by Lessor to Lessee, and Lessor shall pay to Lessee upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable laws. Notwithstanding the foregoing, if Lessor does not pay Lessee the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from Lessor, Lessee may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to Lessor until the full undisputed amount, including all accrued interest, is fully reimbursed to Lessee.

16. Termination.

a. Grounds to Terminate. This Agreement shall automatically cease and terminate:

- i. immediately after the Initial Term or any Renewal Term when Lessee delivers at least ninety (90) days prior written notice of its intent not to renew pursuant to Section 6.b;
- ii. immediately after Lessee delivers written notice to Lessor that Lessee cannot obtain or maintain any Government Approval necessary to its Permitted Use, provided that Lessee demonstrate reasonable efforts to obtain and maintain such necessary Government Approvals;
- iii. upon Lessee's thirty (30) days written notice to Lessor that Lessee cannot obtain reasonably acceptable title report, environmental, or soil test results before Lessee commences to construct its Communication Facility;
- iv. upon Lessee's thirty (30) days written notice to Lessor of such termination for any reason or no reason.

b. Early Termination Fee. In the event that Lessee terminates this Agreement, as outlined in this Section 16, then Lessee shall include an early termination fee in an amount equal to six (6) months' Rent in effect at

the then-current rate (“**Early Termination Fee**”) with its termination notice. However, Lessee shall not pay any Early Termination Fee when Lessee terminates this Agreement in any Holdover Term or pursuant to termination rights provided for in other sections of this Agreement.

17. Casualty. Lessee shall promptly deliver written notice to Lessor when Lessee knows of any material damage to the Premises. Upon such notice, Lessee may terminate this Agreement provided that Lessee did not cause such damage to the Premises. In the alternative, Lessee may elect to continue this Agreement, including without limitation the obligation to pay Rent, and place and operate a temporary communication facility (*e.g.*, a “cell on wheels” or “cell on light truck”) in a location mutually acceptable to Lessee and Lessor throughout the time needed to repair the Premises. Lessee shall bear the full cost and expense to repair and restore any damage to the Premises or Property that it causes.

18. Eminent Domain.

a. Complete Takings. In the event a government exercises its eminent domain power to take the entire Premises, then this Agreement shall terminate on the day said government takes possession.

b. Partial Takings. In the event a government exercises its eminent domain power to take the Premises in part, then Lessee may elect to either terminate this Agreement or continue to this Agreement under the same terms and conditions. In the event that Lessee elects to terminate this Agreement pursuant to this Section 18, no Early Termination Fee shall be due. In the event that Lessee elects to continue this Agreement, the Parties shall prorate the Rent in proportion to the square footage taken under eminent domain.

c. Claims in Condemnation Proceedings. Lessor and Lessee, each at its sole cost and expense, may file and pursue its own claim in any condemnation proceeding that involves the Premises, to the extent that Lessee has any such rights under applicable law.

19. Insurance.

a. Required Insurance Policies. From the Commencement Date until Lessee no longer possesses or uses the Premises, Lessee shall procure and maintain insurance policies as follows (1) Commercial General Liability covering bodily injury and property damage with limits of One Million (\$1,000,000) per occurrence; (2) Automobile Liability with a combined single limit of One Million (\$1,000,000) per accident; Workers Compensation at statutory limits; Employer’s Liability with limits of One Million (\$1,000,000) each

accident/disease/policy limit; and All Risk insurance sufficient to cover all risks associated with the Communication Facility (“**Required Insurance Policies**”). Lessee’s Commercial General Liability and Automobile Liability policies shall include Lessor, its officers, officials, employees, and volunteers (“**Additional Insureds**”) as an additional insured as their interest may appear. All Required Insurance Policies shall insure, on an occurrence basis, against liability that arises from or in connection with Lessee’s use or occupancy of the Premises or construction, operation, maintenance, upgrade, or repair of Lessee’s Communication Facility. Lessee shall provide a certificate of insurance and blanket additional insured endorsement evidencing the coverage required by this Section 19 upon execution of this Agreement.

- b. **Insurer Standards.** Lessee must obtain all Required Insurance Policies from an insurer licensed to do business in the State of California with an A.M. Best’s Key Rating of at least “A-” and financial size VII.

20. **Assignments.**

- a. **Assignment by Lessor.** Lessor may assign or transfer this Agreement to any person or entity without any prior approvals from Lessee so long as Lessor’s transferee agrees in a signed written instrument to fulfill all the duties and obligations of Lessor under the Agreement.
- b. **Assignment by Lessee.** Lessee may, upon thirty (30) days written notice to Lessor, assign or transfer its rights under this Agreement to any Affiliate, principal, parent, or subsidiary of Lessee, or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. “**Affiliate**” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “**Control**” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise. This section shall not preclude Lessee’s right to enter into a standard roaming agreement allowing subscribers of other wireless carriers to use the Communication Facility specifically constructed for Lessee’s use. Under all other circumstances, Lessee may not assign or transfer this Agreement without the prior written consent from Lessor, which Lessor shall not unreasonably withhold, and any unconsented assignment or transfer shall be void *ab initio*.

21. Subleases. Lessee shall not sublease, sublicense, or in any other manner allow a third party to occupy or use antenna space on its Communication Facility.

22. Indemnification.

- a. Lessor Indemnifications.** Lessor shall indemnify and hold Lessee harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of Lessor, its officials, officers, managers, members, employees, contractors, volunteers or agents, except to the extent such claims or damages are due to or caused by the negligence or willful misconduct of the Lessee or its directors, officers, employees, contractors or agents.
- b. Lessee Indemnifications.** Lessee shall indemnify and hold Lessor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of Lessee, its directors, officers, employees, contractors or agents, except to the extent such claims or damages are due to or caused by the negligence or willful misconduct of Lessor, its officials, officers, managers, members, employees, contractors, volunteers or agents.
- c. Defense of a Party.** In the event that any action or proceeding shall be brought against a Party in connection with any matter for which the other Party indemnifies that Party under this Agreement, the indemnifying Party shall, upon notice from the indemnified Party, at the indemnifying Party's sole cost and expense, resist and defend the same action or proceeding with legal counsel mutually selected by the Parties; provided, however, that the indemnifying Party shall not admit fault or liability in any such action or proceeding on the indemnified Party's behalf without prior written consent from the indemnified Party.
- d. Notice, Participation, & Expenses.** The indemnified Party shall promptly notify the indemnifying Party of any action or proceeding brought against the indemnified Party in connection with any matter for which the indemnifying Party indemnifies the other Party under this Agreement. Nothing in this Agreement shall limit or prohibit the indemnified Party or its own counsel from participating in the defense of any such action or proceeding. The indemnifying Party shall pay all reasonable expenses incurred to respond to such action or proceeding, which shall include all reasonable out-of-pocket expenses such as attorney's fees, the actual expenses of the indemnified Party and its agents, employees, and expert

witnesses, and disbursements and liabilities assumed by the indemnified Party in connection with such actions or proceedings.

23. Environmental.

- a. Lessor represents that it does not know of any substance, material, particulate, chemical, or waste on the Property that any federal, State, or local law, regulation, or rule identifies as hazardous, toxic, or dangerous (collectively, "**Hazardous Substances**").
- b. Lessor and Lessee agree that each shall be responsible for compliance with any and all environmental and industrial hygiene laws, regulations, guidelines, standards, or policies of any governmental authorities that regulate or impose standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.
- c. Lessee will not, nor allow its agents or employees to, place or use any flammable or Hazardous Substances materials on the Premises in any manner that violates any federal, State, or local law, regulation, rule, policies, or order that pertains to flammable or Hazardous Substances.
- d. Lessor and Lessee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs, or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation, or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under this Section 23. Lessor agrees to hold harmless and indemnify Lessee from, and to assume all duties, responsibilities, and liabilities at Lessor's sole cost and expense for payment of penalties, sanctions, forfeitures, losses, costs, or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with Hazardous Substances prior to the Commencement Date of this Agreement or from such contamination caused by Lessor's acts or omissions during the Term. Lessee agrees to hold harmless and indemnify Lessor from, and to assume all duties, responsibilities, and liabilities at Lessee's sole cost and expense for payment of penalties, sanctions, forfeitures, losses, costs, or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Lessee. The indemnifications of this Section 23.d. specifically include reasonable costs, expenses, and fees

incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal, or restoration work required by any governmental authority.

- e. The Parties intend the provisions of this Section 23 to survive the expiration or termination of this Agreement.

24. Title & Quiet Enjoyment. Lessor warrants and represents that it possesses the full right, power, and authority to execute this Agreement. Lessor further warrants and represents that Lessee shall have quiet enjoyment of the Premises throughout the Term, provided that Lessee is not in default of this Agreement and timely pays all Rent when due. Lessee, at its sole cost, shall have the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice.

25. Public Record Disclosure. Lessee acknowledges that Lessor is a public entity under the laws of the State of California. Furthermore, the Parties acknowledge that this Agreement constitutes a public record that Lessor must publically disclose under (1) the California Public Records Act, California Government Code sections 6250 *et seq.*; (2) Title 17, California Code of Regulations sections 91000 *et seq.*; (3) Article I, section 3, of the California State Constitution; and (4) any other law or regulation that may require public entities to disclose public records.

26. Bankruptcy.

- a. In the event a receiver is appointed in any proceeding or action to which Lessee is a party who claims authority to take possession or control of the Premises or the business conducted thereon, or any action taken or offered by Lessee under any insolvency or bankruptcy action, such action shall constitute a material breach of this Agreement by Lessee, and this Agreement shall not be treated as an asset of Lessee. In such an event, this Agreement shall automatically cease and terminate, unless Lessee provides Lessor with assurances that it intends to cure the Default.
- b. Lessor and Lessee expressly intend, agree, and acknowledge that in the event that Lessee becomes a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (“**Bankruptcy Code**”), this Agreement is and shall be treated for all purposes and considered for all intents as an unexpired lease of nonresidential real property for purposes of Section 365 of the Bankruptcy Code, 11 U.S.C. § 365 (as may be amended or superseded), and subject to the provisions of 11 U.S.C. § 365(d)(3) and 11 U.S.C. § 365(d)(4) (as may be amended or superseded).

- c. Any person or entity to which this Agreement is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Agreement both before and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor a written instrument that confirms such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be Lessor's exclusive property, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations that constitutes Lessor's property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

27. Notices.

- a. **General.** The Parties shall deliver all notices under this Agreement in writing through either (1) certified U.S. mail with return-receipt request and postage prepaid, or (2) a next-business-day delivery via nationally recognized overnight courier. All notices under this Agreement shall be effective only when properly addressed and actually or constructively received. The Parties shall address all notices under this Agreement as follows:

LESSOR:

City of Oroville, California
Attn: City Administrator
1735 Montgomery Street
Oroville, CA 95965

**with a mandatory copy
simultaneously delivered to:**

City Attorney
Cota Cole, LLP
2261 Lava Ridge Court
Roseville, CA 95661

LESSEE:

Sacramento Valley Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921

Attention: Network Real Estate

Notice to Lessor shall not be deemed effective unless delivered to both the City Manager and the City Attorney.

- b. Payments.** Lessee shall address and deliver all payments under this Agreement (which includes Rent, Bonus, Holdover Rent, etc.) as follows:

LESSOR's PAYEE:

City of Oroville, California
Attn: Finance Department
1735 Montgomery Street
Oroville, CA 95965

- c. Change of Address.** Lessor or Lessee may from time to time designate a new or additional address for notices or deliveries through written notice to the other Party. Such new or additional address shall become effective thirty (30) days after receipt.

- 28. Tower Compliance.** Lessor covenants that it will keep the Tower in good repair as required by all Laws (as defined in Section 31.h below). The Lessor shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the Lessor fails to make such repairs including maintenance the Lessee may make the repairs and the costs thereof shall be payable to the Lessee by the Lessor on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the Lessor does not make payment to the Lessee within ten (10) days after such demand, the Lessee shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the Lessee to the Lessor.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) calendar days following the execution of this Agreement, Lessor shall supply to Lessee copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, Lessor shall supply to Lessee copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the Lessor, Lessee agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of Lessor performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to Lessee's existing location in size and is fully compatible for Lessee's use, in Lessee's reasonable determination;
- b. Lessor pays all costs incurred by Lessee for relocating Lessee's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the Lessee's use, in Lessee's reasonable determination;
- c. Lessor gives Lessee at least ninety (90) days written notice prior to requiring Lessee to relocate;
- d. Lessee's use at the Premises is not interrupted or diminished during the relocation and Lessee is allowed, if necessary, in Lessee's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by Lessor, Lessee is permitted to return to its original location from the temporary location with all costs for the same being paid by Lessor.

29. Subordination. At Lessor's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by Lessor which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to Lessee being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, Lessor shall obtain for Lessee's benefit a non-disturbance and attornment agreement for Lessee's benefit in the form reasonably satisfactory to Lessee, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize Lessee's right to remain in occupancy of and have access to the Premises as long as Lessee is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if

Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill Lessor's obligations under the Agreement, and (3) promptly cure all of the then-existing Lessor defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, Lessee will execute an agreement for Lender's benefit in which Lessee (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees to accept a cure by Lender of any of Lessor's defaults, provided such cure is completed within the deadline applicable to Lessor. In the event Lessor defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, Lessee, may, at its sole option and without obligation, cure or correct Lessor's default and upon doing so, Lessee shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and Lessee shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by Lessee to cure or correct such defaults.

30. Intentionally Omitted.

31. Miscellaneous.

- a. **Unenforceability; Severability.** In the event that a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- b. **Captions.** The Parties intend the captions contained in this Agreement only for convenience. The Parties do not intend any caption as part of this Agreement. No caption in this Agreement shall carry any legal effect whatsoever, or affect how the Parties or any third parties construe or interpret this Agreement.
- c. **Government Claims.** Any claim for money damages by Lessee against Lessor hereunder shall be subject to the California Government Code §§ 900 *et seq* ("**Government Claims Act**"). The claims presentation

provisions of the Government Claims Act are hereby modified such that the presentation of all claims hereunder to the Lessor shall be irrevocably waived if not made within six (6) months after Lessee's discovery of the accrual of the cause of action.

d. **Binding Effect.** The Parties represent and warrant that each possesses the full power and authority to execute and deliver this Agreement, and the specific person(s) that executes this Agreement possess the full power and authority to execute and deliver this Agreement, and that this Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms. This Agreement shall bind on and inure to the benefit of the successors and permitted assignees of the respective parties.

e. **Waivers.**

i. No provision of this Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Agreement.

ii. Any waiver by either Party of any provision of this Agreement shall not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

f. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

g. **Venue.** This Agreement shall be construed in accordance with the laws of the State of California without regard to conflicts of laws. Venue for any action or claim arising out of or connected with this Agreement shall reside exclusively in the Superior Court of the County of Butte or in the United States District Court, Eastern District of California ("**Court**"). All parties to this Agreement agree to be subject to the jurisdiction of the Court, and waive all claims whatsoever that would defeat the jurisdiction of the Court to hear and adjudicate any claim arising out of or connected with this Agreement.

h. **Compliance With Laws.** The Parties shall at all times comply with all federal, State, and local laws and statutes, rules and regulations, and

judicial or administrative tribunal orders that in any manner affect the performance of this Agreement (collectively, "Laws"). The Parties intend this Section 31.h to include, without limitation, any law that requires a license or nondiscriminatory employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin, or other prohibited basis.

- i. **Survival.** Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation, or expiration of this Agreement shall so survive.
- j. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement and understanding between the parties regarding Lessee's lease of the Premises and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by authorized representatives of both parties.
- k. **No Presumption; Interpretation.** The Parties acknowledge and agree that each of the Parties have been represented by counsel and that each of the Parties has participated in the negotiation and drafting of this Agreement. The language of each part of this Agreement shall be construed simply and according to its fair and ordinary meaning, and this Agreement shall never be construed either for or against either Party for any reason.
- l. **Anticipatory or Consequential Damages Waiver.** Neither Party will assert any claim whatsoever against the other Party for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred as a result of the construction or use of the Communication Facility or the use of Property.
- m. **Submission of Agreement.** The submission of this Lease for examination does not constitute an offer to Lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties.
- n. **Estoppels.** The Parties mutually agree to furnish the other with a truthful estoppel certificate in a reasonably timely manner as each Party may reasonably request within the Term.

- o. No Personal Liability.** Neither Party shall hold any employees, officers, officials, volunteers, or contractors of the other Party personally liable for any default or liability under this Agreement.
- p. Landlord Statutory Remedy.** The Lessor has the remedy described in California Civil Code Section 1951.4 (Lessor may continue Lease in effect after Lessee's breach and abandonment and recover Rent as it becomes due, if Lessee has the right to sublet or assign, subject only to reasonable limitations).
- q. Sums Paid During Breach.** Any sum paid from Lessee to Lessor after a default or breach of this Agreement shall not constitute a waiver unless expressly acknowledged in a written waiver signed by Lessor.
- r. Attorneys' Fees.** The prevailing party in any final or non-appealable decision on the merits arising hereunder may be entitled to its reasonable attorneys' fees and costs, including reasonable witness and associated fees at the discretion of the Court. With respect to any provision in this Agreement providing for payment of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include, but not be limited to, fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes of this Agreement, the services of attorneys and their staff shall be valued at only the average rates for independent counsel prevailing in the City of Sacramento, California.

[signatures appear on the next page]
[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below and acknowledge that this Agreement is effective as of the date first above written.

LESSOR:

City of Oroville, a Municipal Corporation

By: _____

Signature: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Signature: _____

Title: City Attorney, City of Oroville

Date: _____

Attest:

By: _____

Signature: _____

City Clerk, City of Oroville

Date: _____

LESSEE:

Sacramento Valley Limited Partnership

d/b/a Verizon Wireless

By AirTouch Cellular, Its General Partner

By: Phillip French

Signature: _____

Title: Executive Director - Network

Date: _____

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

[see following two sheets]

LEGAL DESCRIPTION

Real property in the City of Oroville, County of Butte, State of California, described as follows:

PARCEL I:

WEST 44 FEET OF OUTSIDE LOT 125 AND PART OF OUTSIDE LOT 133 BEGINNING 16 FEET WEST OF NORTHEAST CORNER OF OUTSIDE LOT 114; THENCE NORTHERLY 80.45 FEET; THENCE EAST 60 FEET; THENCE SOUTHERLY 114 FEET TO NORTH LINE OF OUTSIDE LOT 125; THENCE WEST 44 FEET; THENCE NORTH TO NORTHEAST CORNER OF OUTSIDE LOT 114; THENCE WEST TO BEGINNING.

PARCEL II:

THAT PORTION OF THE HEREIN AFTER DESCRIBED PROPERTY LYING NORTH OF THE LEVEE OF THE CITY OF OROVILLE:

THAT PORTION OF OUTSIDE LOT 133 AS SAID LOT IS SHOWN UPON THE OFFICIAL MAP THEREOF FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN SOUTHERLY LINE OF OUTSIDE LOT 133, BEING 44 FEET EASTERLY OF NORTHWEST CORNER OF OUTSIDE LOT 125; THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF OUTSIDE LOT 133; TO NORTHERLY LINE OF OUTSIDE LOT 133; THENCE EASTERLY ALONG THE NORTHERLY LINE OF OUTSIDE LOT 133 TO A POINT, DISTANT AT RIGHT ANGLES WESTERLY 32 FEET FROM THE EASTERLY LINE OF OUTSIDE LOT 133 PRODUCED; THENCE SOUTHERLY AND PARALLEL WITH THE EASTERLY LINE OF OUTSIDE LOT 133 AND DISTANT THEREFROM WESTERLY AT RIGHT ANGLES 32 FEET TO A POINT ON THE SOUTHERLY LINE OF OUTSIDE LOT 133; THENCE WESTERLY ALONG SOUTHERLY LINE OF OUTSIDE LOT 133 TO THE POINT OF BEGINNING.

PARCEL III:

THOSE PORTIONS OF OUTSIDE LOT 132 AND THE EASTERLY 32 FEET OF OUTSIDE LOT 133 LYING NORTH OF THE LEVEE OF THE CITY OF OROVILLE, AS SAID LOTS ARE SHOWN UPON THE OFFICIAL MAP THEREOF FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA.

PARCEL IV:

ALL THAT CERTAIN REAL PROPERTY BEING OUTSIDE LOT 125 AND 126 OF THE TOWNSITE OF OROVILLE AS RECORDED IN THE OFFICE OF THE RECORDER, COUNTY OF BUTTE, STATE OF CALIFORNIA, IN BOOK 2 OF MAPS, PAGE 174, AND BEING SITUATE IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 8, TOWNSHIP 19 NORTH, RANGE 4 EAST, M.D.B. & M., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SAID OUTSIDE LOT 126 LYING SOUTHERLY OF THE LEVEE SOUTH RIGHT OF WAY LINE AS RECORDED IN THE OFFICE OF THE RECORDER SAID COUNTY OF BUTTE, BOOK 108, OFFICIAL RECORDS, PAGE 90, AND THE EASTERLY 56 FEET OF SAID OUTSIDE LOT 125.

PARCEL V:

ALL THAT PORTION OF OUTSIDE LOT 132, AS SHOWN ON THE MAP OF THE TOWNSITE OF OROVILLE, WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, IN BOOK 2 OF MAPS, AT PAGE 147, LYING SOUTHERLY OF THE LEVEE SOUTH RIGHT OF WAY LINE, AS DESCRIBED IN THE DEED RECORDED IN BOOK 108 OF DEEDS, AT PAGE 85, RECORDS OF BUTTE COUNTY, CALIFORNIA, AND NORTHERLY OF A LINE PRODUCED EASTERLY, SAID LINE BEING THE PROJECTION OF THE NORTHERLY LINE OF BLOCK 36 OF SAID TOWNSITE, AND THE SOUTHERLY RIGHT OF WAY LINE OF SAFFORD STREET.

APN: 012-031-001 (PCL I-PTN; II-PTN; III-RMNR) and 012-031-009 (PARCEL IV) and 012-031-011 (PARCEL V)

EXHIBIT "B"

PREMISES & COMMUNICATION FACILITY

[see following sheet]

LEASE EXHIBIT "B"

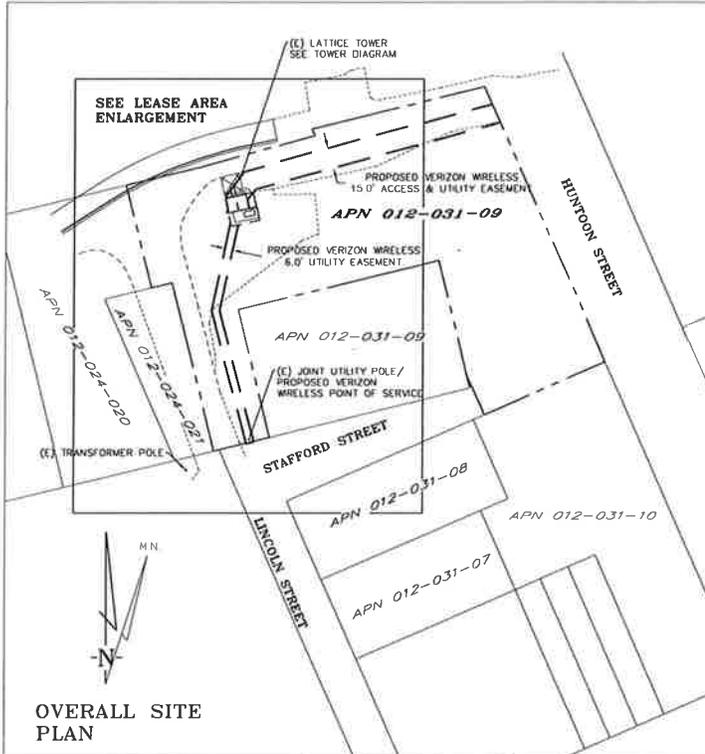
VERIZON WIRELESS PSL295549 DOWNTOWN OROVILLE

DATE OF SURVEY: 04-30-15
 SURVEYED BY OR UNDER DIRECTION OF: KENNETH D. GEIL, RCE 14803
 LOCATED IN THE COUNTY OF BUTTE, STATE OF CALIFORNIA
 CONTRACTOR IS RESPONSIBLE TO VERIFY LEASE AREA PRIOR TO CONSTRUCTION
 BEARINGS SHOWN ARE BASED UPON MONUMENTS FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY.
 ELEVATIONS SHOWN ON THIS PLAN ARE BASED UPON U.S.C.S. N A V.D. 88 DATUM ABOVE MEAN SEA LEVEL UNLESS OTHERWISE NOTED.
 N.G.V.D. 1929 CORRECTION; SUBTRACT 2.32' FROM ELEVATIONS SHOWN

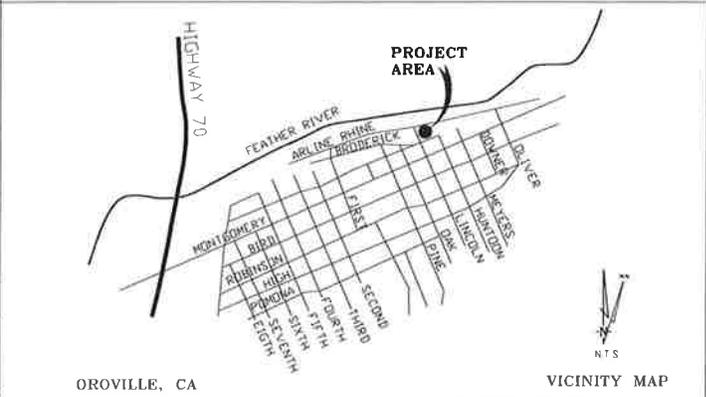
CONTOUR INTERVAL: N/A
 ASSESSOR'S PARCEL NUMBER: 012-031-001
 LANDLORD(S): CITY OF OROVILLE
 1735 MONTGOMERY
 OROVILLE, CA 95965

Latitude: N 39°30'53.22" (NAD83) N 39°30'53.63" (NAD27)
 Longitude: W 121°31'29.41" (NAD83) W 121°31'25.52" (NAD27)

ELEVATION of Ground at Structure (NAV088): 177.3' AMSL
 Height of Structure: 154.0' AGL
 Overall Height (Omni Antenna): 162.8' AGL



OVERALL SITE PLAN



BOUNDARY TOPOGRAPHIC MAP WITH PROPERTY LINES AND EASEMENTS BEING A GRAPHIC DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE MONUMENTATION FOUND DURING THE FIELD SURVEY. NO EASEMENTS WERE RESEARCHED OR PLOTTED. PROPERTY LINES AND LINES OF TITLE WERE NOT INVESTIGATED NOR SURVEYED. NO PROPERTY MONUMENTS WERE SET.

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF GELL ENGINEERING AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE AND CARRIER FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM GELL ENGINEERING. TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH GELL ENGINEERING WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

DOWNTOWN OROVILLE LEASE AREA DESCRIPTION
 ALL THAT CERTAIN LEASE AREA BEING A PORTION OF OUTSIDE LOT 133 AS SHOWN ON THE "OFFICIAL MAP OF UNSOLD LOTS OF THE OROVILLE TOWNSHIP" FILED IN THE OFFICE OF THE RECORDER, BUTTE COUNTY, CALIFORNIA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS (1) NORTH 76°05'55" EAST 53.75 FEET AND (2) NORTH 13°54'05" WEST 62.88 FEET FROM THE NORTHWEST CORNER OF OUTSIDE LOT 125 OF THE FOREMENTIONED PLAT; THENCE FROM SAID POINT OF BEGINNING NORTH 12°16'43" WEST 22.15 FEET; NORTH 77°44'37" EAST 15.84 FEET; THENCE SOUTH 12°15'23" EAST 0.65 FEET; THENCE SOUTH 21°55'07" EAST 4.71 FEET; THENCE SOUTH 77°44'37" WEST 0.65 FEET; THENCE SOUTH 12°15'23" EAST 8.73 FEET; THENCE NORTH 77°44'37" EAST 5.95 FEET; THENCE SOUTH 12°15'23" EAST 10.04 FEET; THENCE SOUTH 77°30'31" WEST 22.02 FEET TO THE POINT OF BEGINNING.

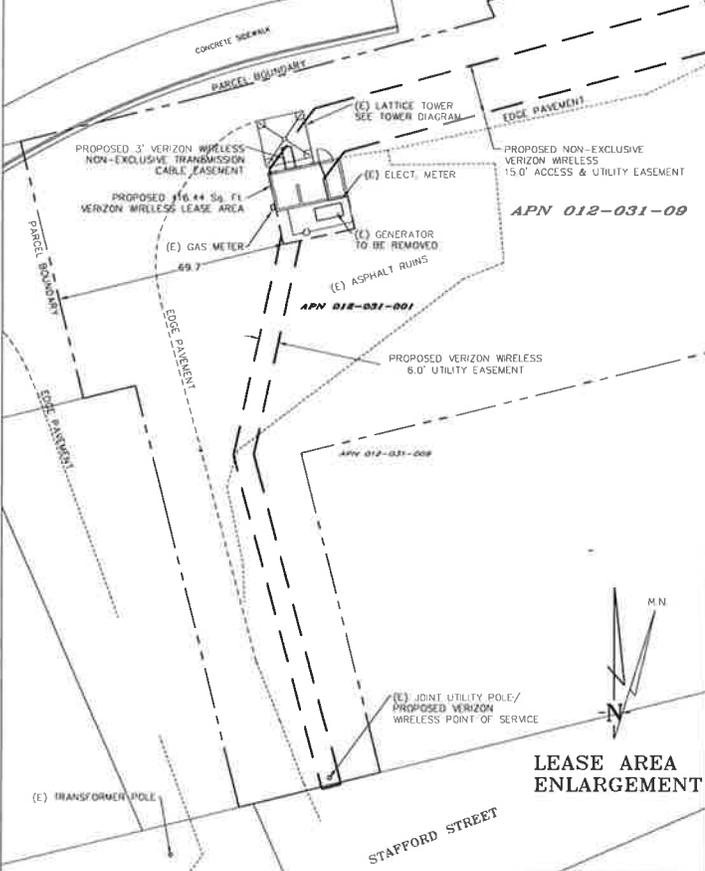
TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITY PURPOSES, FIFTEEN FEET IN WIDTH, FROM THE ABOVE DESCRIBED LEASE AREA, OVER AND ACROSS THE EXISTING TRAVELED WAY, TO THE PUBLIC RIGHT OF WAY.

ALSO TOGETHER WITH AN EASEMENT FOR UTILITY PURPOSES, 6.00 FEET IN WIDTH THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH BOUNDARY OF THE ABOVE DESCRIBED LEASE AREA WHICH BEARS NORTH 77°44'37" EAST 2.02 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE FROM SAID POINT OF BEGINNING SOUTH 12°08'25" WEST 65.85 FEET; THENCE SOUTH 14°54'15" EAST 104.5 FEET MORE OR LESS AS NECESSARY FOR CONNECTION OF UTILITY SERVICE.

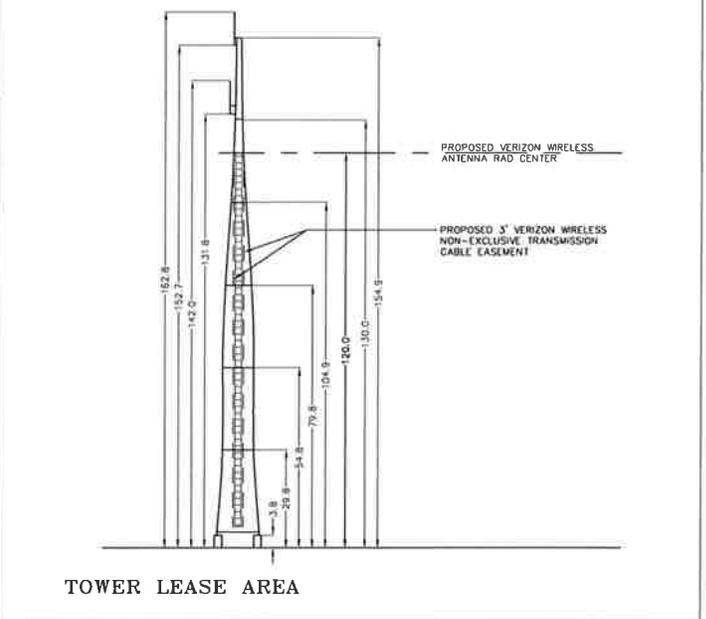
ALSO TOGETHER WITH AN EASEMENT FOR UTILITY PURPOSES 3' IN WIDTH FROM THE ABOVE DESCRIBED LEASE AREA AND RUNNING THENCE OVER AND ACROSS A 2" WIDE ICE BRIDGE AND A 2" WIDE CABLE LADDER AS IS SHOWN HERETO AND UP THE EXISTING TOWER; THENCE UP ±115', OVER AND UPON SAID TOWER AS IS NECESSARY TO INSTALL, OPERATE AND MAINTAIN THE NECESSARY EQUIPMENT.

ALSO TOGETHER WITH AN EASEMENT FOR VEHICULAR AND PEDESTRIAN ACCESS PURPOSES FROM THE ABOVE DESCRIBED LEASE AREA TO THE EXISTING ACCESS ROADWAY, THENCE OVER AND ACROSS SAID ROADWAY TO THE PUBLIC RIGHT OF WAY MORE COMMONLY KNOWN AS STAFFORD STREET.

ALSO TOGETHER WITH A TOWER LEASE AREA AT 120 FEET A.G.L. FOR THE PROPOSED VERIZON WIRELESS ANTENNAS.



LEASE AREA ENLARGEMENT



TOWER LEASE AREA

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

TRAINOR FAIRBROOK
Michael O. Gualco, Esquire
Post Office Box 255824
Sacramento, California 95865-5824
(Site Name: Downtown Oroville)
Doc Tax \$0.00 - Term of Lease less than 35 years

(Space above this line for Recorder's use.)

**MEMORANDUM OF OPTION AND COMMUNICATIONS SITE TOWER AND
GROUND LEASE AGREEMENT**

THIS MEMORANDUM OF OPTION AND COMMUNICATIONS SITE TOWER AND GROUND LEASE AGREEMENT is made this ____ day of _____, 201__, between City of Oroville, a California municipal corporation, with a mailing address of 1735 Montgomery Street, Oroville, California 95965, hereinafter referred to as "LESSOR," and Sacramento Valley Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE." LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. LESSOR and LESSEE entered into an Option and Communications Site Tower and Ground Lease Agreement on _____, 201__ (the "Agreement"). LESSOR grants to LESSEE the right and option to lease the premises, including a right-of-way for access thereto, for an option term of twelve (12) months, beginning on the date of full execution of the Agreement by the Parties, i.e., _____, 201__. Such twelve (12) month option period may be extended by LESSEE for one (1) additional period of twelve (12) months. Upon exercise of the option by LESSEE, the Agreement shall be for an initial term of five (5) years, commencing on the Commencement Date, subject to further extension pursuant to the terms of the Agreement. The Agreement can be extended for four (4) additional five (5) year terms.

2. LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's Tower, located at the SE Corner of Arlin Rhine Memorial Drive and Lincoln Street Oroville, County of Butte, California, as shown on the Tax Map of the County of Butte County as a portion of Assessor's Parcel Nos. 012-031-001, -009, and -011 (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with an approximately 416.44 square foot parcel of property for the installation of LESSEE's equipment building and other equipment, together with the non exclusive right for ingress and egress, seven (7) days a week twenty four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way to the demised premises. The tower

space, demised premises and right-of-way are hereinafter collectively referred to as the "Premises". The Property is described in Exhibit A attached hereto and made a part hereof. In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR has agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is the first day of the month in which notice of the exercise of the option is effective.

4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:

City of Oroville, a California municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

Sacramento Valley Limited Partnership
d/b/a Verizon Wireless
By AirTouch Cellular, Its General Partner

By: _____
Name: Phillip French
Title: Executive Director - Network
Date: _____

Approved as to Form:

By: _____
Name: _____
Title: City Attorney, City of Oroville
Date: _____

Attest:

By: _____
Name: _____
Title: City Clerk, City of Oroville
Date: _____

EXHIBIT "A"

[see following two sheets]

LEGAL DESCRIPTION

Real property in the City of Oroville, County of Butte, State of California, described as follows:

PARCEL I:

WEST 44 FEET OF OUTSIDE LOT 125 AND PART OF OUTSIDE LOT 133 BEGINNING 16 FEET WEST OF NORTHEAST CORNER OF OUTSIDE LOT 114; THENCE NORTHERLY 80.45 FEET; THENCE EAST 60 FEET; THENCE SOUTHERLY 114 FEET TO NORTH LINE OF OUTSIDE LOT 125; THENCE WEST 44 FEET; THENCE NORTH TO NORTHEAST CORNER OF OUTSIDE LOT 114; THENCE WEST TO BEGINNING.

PARCEL II:

THAT PORTION OF THE HEREIN AFTER DESCRIBED PROPERTY LYING NORTH OF THE LEVEE OF THE CITY OF OROVILLE:

THAT PORTION OF OUTSIDE LOT 133 AS SAID LOT IS SHOWN UPON THE OFFICIAL MAP THEREOF FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN SOUTHERLY LINE OF OUTSIDE LOT 133, BEING 44 FEET EASTERLY OF NORTHWEST CORNER OF OUTSIDE LOT 125; THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF OUTSIDE LOT 133; TO NORTHERLY LINE OF OUTSIDE LOT 133; THENCE EASTERLY ALONG THE NORTHERLY LINE OF OUTSIDE LOT 133 TO A POINT, DISTANT AT RIGHT ANGLES WESTERLY 32 FEET FROM THE EASTERLY LINE OF OUTSIDE LOT 133 PRODUCED; THENCE SOUTHERLY AND PARALLEL WITH THE EASTERLY LINE OF OUTSIDE LOT 133 AND DISTANT THEREFROM WESTERLY AT RIGHT ANGLES 32 FEET TO A POINT ON THE SOUTHERLY LINE OF OUTSIDE LOT 133; THENCE WESTERLY ALONG SOUTHERLY LINE OF OUTSIDE LOT 133 TO THE POINT OF BEGINNING.

PARCEL III:

THOSE PORTIONS OF OUTSIDE LOT 132 AND THE EASTERLY 32 FEET OF OUTSIDE LOT 133 LYING NORTH OF THE LEVEE OF THE CITY OF OROVILLE, AS SAID LOTS ARE SHOWN UPON THE OFFICIAL MAP THEREOF FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA.

PARCEL IV:

ALL THAT CERTAIN REAL PROPERTY BEING OUTSIDE LOT 125 AND 126 OF THE TOWNSITE OF OROVILLE AS RECORDED IN THE OFFICE OF THE RECORDER, COUNTY OF BUTTE, STATE OF CALIFORNIA, IN BOOK 2 OF MAPS, PAGE 174, AND BEING SITUATE IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 8, TOWNSHIP 19 NORTH, RANGE 4 EAST, M.D.B. & M., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SAID OUTSIDE LOT 126 LYING SOUTHERLY OF THE LEVEE SOUTH RIGHT OF WAY LINE AS RECORDED IN THE OFFICE OF THE RECORDER SAID COUNTY OF BUTTE, BOOK 108, OFFICIAL RECORDS, PAGE 90, AND THE EASTERLY 56 FEET OF SAID OUTSIDE LOT 125.

PARCEL V:

ALL THAT PORTION OF OUTSIDE LOT 132, AS SHOWN ON THE MAP OF THE TOWNSITE OF OROVILLE, WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, IN BOOK 2 OF MAPS, AT PAGE 147, LYING SOUTHERLY OF THE LEVEE SOUTH RIGHT OF WAY LINE, AS DESCRIBED IN THE DEED RECORDED IN BOOK 108 OF DEEDS, AT PAGE 85, RECORDS OF BUTTE COUNTY, CALIFORNIA, AND NORTHERLY OF A LINE PRODUCED EASTERLY, SAID LINE BEING THE PROJECTION OF THE NORTHERLY LINE OF BLOCK 36 OF SAID TOWNSITE, AND THE SOUTHERLY RIGHT OF WAY LINE OF SAFFORD STREET.

APN: 012-031-001 (PCL I-PTN; II-PTN; III-RMNR) and 012-031-009 (PARCEL IV) and 012-031-011 (PARCEL V)

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ before me, _____, Notary Public, personally appeared Phillip French who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above