



# NEWCASTLE FIRE PROTECTION DISTRICT

PO Box 262, 9211 CYPRESS ST, NEWCASTLE, CA 95658

916-663-3323 FAX 916-663-3907 WWW.NEWCASTLEFIRE.ORG

*DIRECTORS: Lawrence Bettencourt, Jonita Elder, Robin Enos, James Heisterkamp, William Kahrl  
Fire Chief Ian Gow*

## NOTICE OF A REGULAR MEETING and AGENDA

**Wednesday, January 18, 2023 @ 6:00 p.m.**

**Long Valley Community Hall, 2008 Rattlesnake Rd., Newcastle CA 95658**

**This meeting will be open to in-person attendance.**

***The meeting is also offered through a virtual Zoom meeting webinar. To join the meeting:***

<https://us02web.zoom.us/j/7699308229>

[Meeting ID: 769 930 8229](https://us02web.zoom.us/j/7699308229)

[Find your local number: https://us02web.zoom.us/u/kTxrun2H0](https://us02web.zoom.us/j/7699308229)

- 1. CALL MEETING TO ORDER:** Pledge of Allegiance
- 2. APPROVAL OF AGENDA:**
- 3. APPROVAL OF MINUTES:** December 21, 2022 Regular Meeting
- 4. BILL APPROVAL AND FINANCIAL REPORT:**
  - (A)** Monthly Expense Report and Financial update: December/January
- 5. CORRESPONDENCE:**
- 6. PUBLIC COMMENT:** (The Newcastle Fire Protection District Board of Directors has provided this period for members of the public to address the Board on items of interest to the public and which are applicable to the district. No action may be taken on any matter, which is not already on the agenda for consideration. Public comment will be limited to three (3) minutes per person, unless specifically authorized otherwise by the Chair).
- 7. CHIEFS REPORTS:**
  - (A)** Fire Chief Gow
  - (B)** Fire Marshal D'Ambrogi
  - (C)** Battalion Chiefs Nelson, Slusher and Williamson
- 8. NEVADA COUNTY PROFESSIONAL FIREFIGHTERS, LOCAL 3800 REPORT:**
- 9. BOARD COMMITTEE REPORTS:**
  - (A)** Building Committee report on the new fire station (Chair Kahrl and Director Bettencourt).
  - (B)** Ad-hoc Committee report on selling the existing station and dedication of the new fire station (Directors Heisterkamp and Enos).
  - (C)** Inter-district Cooperation Ad-hoc Committee (Chair Kahrl and VC Elder).
- 10. INFORMATIONAL AND DISCUSSION ITEMS:**
- 11. ACTION ITEMS REQUIRE A VOTE BY ROLL CALL**
  - (A)** Election of Board officers and appointment of Board Committees.
  - (B)** Consider and approve Engineer Jeff Costa's satisfactory completion of his probationary period.
  - (C)** Consider and select an Appraiser for the old fire station.
  - (D)** Consider and approve the parking lot seal coating for Monroe Transmission.
  - (E)** Consider and approve the 2nd reading of Lexipol Chapter 12 Fire Board policies.
  - (F)** Consider and approve a 3-year proposal from Smith and Newell CPAs for audit

*Newcastle Fire Protection District is committed to accommodate individuals with disabilities to participate in the public meeting process. If you have a special need to attend or participate in our public meetings, please contact our office at (530) 878-0405, in advance of the regular meeting so that we may make every reasonable effort to accommodate you.*

services for Fiscal Years 2022 -2024.

**(G)** Consider and adopt Resolution No. 23-01 accepting the Newcastle Fire Station Project.

**12. DIRECTORS REPORTS:**

**13. MEETING ADJOURNED:**

*Next Board meeting: January 18, 2023*

**Chapter 12 - Fire Board Policies**

- 1200 - PURPOSE OF BOARD POLICIES
- 1201 - ADOPTION/AMENDMENT OF POLICIES
- 1202 - PUBLIC COMPLAINTS
- 1203 - CODE OF ETHICS
- 1204 - ATTENDANCE AT MEETINGS
- 1205 - REMUNERATION AND REIMBURSEMENT
- 1206 - BOARD STRUCTURE AND GENERAL STRUCTURE
- 1207 - COMMITTEES OF THE BOARD OF DIRECTORS
- 1208 - COMMITTEE PARTICIPATION CONFLICT OF INTEREST
- 1209 - TRAINING, EDUCATION AND CONFERENCES
- 1210 - BOARD MEETINGS
- 1211 - BOARD MEETING AGENDA AND BOARD PACKETS
- 1212 - BOARD MEETING CONDUCT
- 1213 - APPEALS
- 1214 - LEGAL REVIEW POLICY

Newcastle Fire Protection District

Minutes of Regular Board of Directors Meeting

Pursuant to the Governor's Special-Order N-29-20, issued March 17, 2020, the December 21, 2022 Regular Board of Director's Meeting was held via teleconference and in-person at:

Long Valley Community Hall

2005 Rattlesnake Rd., Newcastle, CA 95658

**1. Call Meeting to Order**

- a. VC Elder called the meeting to order at 6:00 p.m.
- b. Director Bettencourt led the flag salute.
- c. Directors Elder, Heisterkamp and Enos were present in person. Director Enos was present via Zoom. Chairman Kahrl was absent.
- d. Fire Marshal D'Ambrogi, BC Williamson and District Manager Lofrano were present.

**2. Approval of Agenda**

- a. Director Bettencourt made a motion to approve the agenda as presented. Secretary Heisterkamp seconds the motion. Motion carries unanimously via roll call vote (4/0).

**3. Approval of Minutes**

- a. Secretary Heisterkamp made a motion to approve the minutes as presented. Director Enos seconds the motion. Motion carries unanimously via roll call vote (4/0).

**4. Approval of Financial Report**

- a. Director Bettencourt made a motion to approve the financial report as presented by Fire Marshal D'Ambrogi. Secretary Heisterkamp seconds the motion. Motion carries unanimously via roll call vote (4/0).

**5. Correspondence**

- a. None

**6. Public Comment**

- a. Jon Anacker – Wished everyone a Merry Christmas.
- b. Jerald Saladana – Asked if the public has any say as to whom the old station is sold to.

**7. Chief's Report**

- a. Fire Marshal D'Ambrogi reporting:
  - i. The dedication and open house flyer for the new station has been sent out.
  - ii. The Municipal Services Review is still being worked on.
- b. Fire Marshal D'Ambrogi reporting for Prevention:
  - i. Prevention has been slow, probably due to the holidays.
  - ii. Work on the new station has taken a significant amount of time.
- c. BC Williamson Reporting:
  - i. 49 calls for service in November. YTD = 696 (same as 2021)
  - ii. The bulk of moving from the old station to the new station is done.
  - iii. There will be garbage service at the old station for another month.
  - iv. The compressor has been moved and serviced in the new station.

**8. Newcastle Professional Firefighter's Association**

- i. Engineer McCoy reported that the union is excited about being moved into the new station.

**9. Board Committee Reports**

- a. Building Committee report on the new fire station.
  - i. Director Bettencourt reporting:
    1. The certificate of Occupancy for the new station was received today.
    2. The fencing won't be finished for 2-3 months.
    3. In order to cover the cost of the sheet rock change order, the district did not pay the architect the final payment installment.

4. Monroe is not happy with how construction left their parking lot. It will cost \$1,440.00 to slurry 1k square feet of the parking lot and stripe four parking spaces. Put as an action item on the January agenda.
- b. Ad-hoc Committee report on selling the existing station and dedication of the new fire station.
  - i. Regarding the sale of the old fire station, all paperwork has been submitted to the California Housing Department which has given permission to move forward with the sale of the old station with a "deed restriction" in place. This will require any future buyer to adhere to income restrictions as it relates to low-income housing.
  - ii. An appraisal of the old station should be done in January.
  - iii. It will most likely take a few months to sell the old building.
  - iv. The dedication plaques were shipped on 12/19.
- c. Inter-district Cooperation Ad-hoc Committee.
  - i. No report.
- d. Contract Committee: Administration Contract with Placer Hills Fire (Directors Bettencourt and Heisterkamp).
  - i. Will be covered under action item, 11. F.

## 10. Informational/Non-Action Items

### 11. Action Items

- a. Administer Oath of Office for Directors Elder and Enos.
  - i. Secretary Heisterkamp administered the oath of office to both Director Elder and Director Enos.
- b. This item was removed as it was redundant from the November agenda.
- c. Consider and adopt the revised resolutions and agreement regarding the financing of the new fire station.
  - i. Resolution No. 22-09 Authorizing and Providing for the Incurrence of Indebtedness for the Purpose of Constructing the new fire station. Supersedes and replaces incorrectly numbered Resolution No. 22-07 approved on October 19, 2022.
    1. Secretary Heisterkamp made a motion to adopt Resolution No. 22-09 as presented. Director Bettencourt seconds the motion. Motion carries unanimously via roll call vote (4/0).
  - ii. Resolution No. 22-11 authorizing the Issuance of a Revenue Refunding Bond and Sale of the bond to the United States Department of Agriculture, Rural Development. Supersedes and replaces Resolution No. 22-08.
    1. Secretary Heisterkamp made a motion to adopt Resolution No. 22-11 as presented. Director Enos seconds the motion. Motion carries unanimously via roll call vote (4/0).
- d. Adoption of the 2022 California Fire Code with amendments, conduct a Public Hearing for the second reading, by title only, and by Resolution No. 22-10 adopt Ordinance Number 22-01 adopting the 2022 California Fire Code with amendments.
  - i. Fire Marshal D'Ambrogi reported that there have not been any changes made since the first reading.
  - ii. VC Elder opened the public hearing and asked for any public comment. None was received. VC Elder closed the public hearing.
  - iii. Director Bettencourt made a motion to adopt both Resolution No. 22-10 and Ordinance 22-01 as presented. VC Elder seconds the motion. Motion carries unanimously via roll call vote (4/0).
- e. Consider and adopt Resolution No. 22-12 approving PG&E's Easement Relocation Agreement with Exhibit "A" and "B" attachment, to remove an existing overhead line and convert to underground for the new firehouse.

- i. Director Bettencourt made a motion to adopt Resolution No. 22-12 as presented. Secretary Heisterkamp seconds the motion. Motion carries unanimously via roll call vote (4/0).
- f. Consider and approve the Administrative Agreement with Placer Hills Fire Protection District for the period January 1, 2023 – June 30, 2024.
  - i. Secretary Heisterkamp reported that Placer Hills Fire had previously agreed to extend the terms of the current contract (including pricing) until 12/31/2022 with the understanding that the difference between the previous contract price and the increased price would be made up at a later date. The new agreement will require 2 quarterly payments of \$45,174.75 and quarterly payments of \$41,335.25 for the remainder of the agreement.
  - ii. Secretary Heisterkamp made a motion to approve the Administrative Agreement with Placer Hills Fire as presented. VC Elder seconds the motion. Motion carries unanimously via roll call vote (4/0).
- g. Consider and approve the 1<sup>st</sup> reading of Lexipol Chapter 12, Fire Board Policies.
  - i. Director Bettencourt made a motion to approve the 1<sup>st</sup> reading of Chapter 12 as presented. Director Enos seconds the motion. Motion carries unanimously (4/0).
- h. Consider and approve guidance regarding Director Enos's offer to act as our realtor and sell the property at 9211 Cypress St.
  - i. Both VC Elder and Secretary Heisterkamp reported that they are not in favor of having a sitting board member act as the realtor for the sale of the old fire station.
  - ii. Fire Marshal D'Ambrogi stated that per Chief Gow, as long as Director Enos is not compensated for his realtor services then according to the district's counsel, there is no conflict of interest.
  - iii. Secretary Heisterkamp further stated that it's about "public perception".
  - iv. VC Elder asked if the district's counsel can sell the property for the district?
    1. Secretary Heisterkamp said they can, however they would not be able to handle the marketing portion.
  - v. Director Bettencourt does not have an issue with Director Enos acting as the realtor as long as there is no compensation. This could save the district significant money.
  - vi. Director Bettencourt made a motion to allow Director Enos to act as the uncompensated realtor for the purpose of selling the old fire station. No second was received. No action was taken.
- i. Consider and approve the meeting dates for 2023.
  - i. VC Elder requested that the December 20<sup>th</sup> meeting be moved to December 13<sup>th</sup>.
  - ii. VC Elder made a motion to approve the 2023 meeting schedule as amended. Secretary Heisterkamp seconds the motion. Motion carries unanimously via roll call vote (4/0).
  - iii.

## 12. Director's Reports

13. VC Elder adjourned the meeting at 7:06 p.m.

Respectfully Submitted:

  
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Patrice Metz, Recording Secretary

\_\_\_\_\_  
Approved

**Newcastle Fire Protection District  
Revenue and Expense Report  
Fiscal Year 2022/2023**

	<u>Jul 1, '22 - Jan 1...</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Income</b>			
<b>REVENUE</b>			
45010 UAIC Grant	100,000.00	0.00	100.0%
Property Taxes	6,488.29	318,485.93	2.0%
40180 Other Taxes Measure B	0.00	367,399.08	0.0%
40180 Other Taxes Measure F	377.26	183,246.40	0.2%
42010 Investment Income	314.58	500.00	62.9%
44350 State Homeowners Relief	262.64	1,716.10	15.3%
46090 Planning, pre-development	222.15	0.00	100.0%
46350 Fire Services	701.28	82,000.00	0.9%
46360 Other Fees and Charges	6,500.00	12,000.00	54.2%
48030 Miscellaneous			
Reimburse/construction loan	104,411.00	0.00	100.0%
48030 Miscellaneous - Other	2,616.61	2,000.00	130.8%
<b>Total 48030 Miscellaneous</b>	<u>107,027.61</u>	<u>2,000.00</u>	<u>5,351.4%</u>
<b>Total REVENUE</b>	<u>221,893.81</u>	<u>967,347.51</u>	<u>22.9%</u>
<b>Total Income</b>	221,893.81	967,347.51	22.9%
<b>Expense</b>			
<b>EXPENSES</b>			
52030 Fire Protective clothing	1,295.08	6,000.00	21.6%
52040 Communication Services	1,217.32	3,000.00	40.6%
52060 Station/Household Expense	1,455.90	3,000.00	48.5%
52080 General Liability Ins	15,166.00	14,325.00	105.9%
52160 Equipment Maintenance	7,486.46	15,000.00	49.9%
52170 Fuels & Lubricants	5,799.81	12,500.00	46.4%
52180 Building maintenance	3,292.40	2,000.00	164.6%
52220 Gases, medical	321.75	1,000.00	32.2%
52260 Miscellaneous Expense	720.56	3,000.00	24.0%
52330 General Office	709.90	2,000.00	35.5%
52360 Special Services	70,566.70	159,880.87	44.1%
52370 Professional Services	1,080.00	5,000.00	21.6%
52390 County Services	0.00	3,000.00	0.0%
52460 Small Tools, Accessories	0.00	2,000.00	0.0%
52570 Publications Legal Notice	0.00	150.00	0.0%
52580 Special District Expense	590.00	3,400.00	17.4%
52800 Utilities	11,740.82	16,065.00	73.1%
53190 Taxes and Assessments	3.77	0.00	100.0%
<b>Total EXPENSES</b>	<u>121,446.47</u>	<u>251,320.87</u>	<u>48.3%</u>
<b>54440 Fixed Assets Blding/Loan</b>	166,736.45	125,514.00	132.8%
<b>Payroll Expenses</b>			
51010 Salaries & Wages			
Strike team salaries	0.00	30,000.00	0.0%

**Newcastle Fire Protection District  
Revenue and Expense Report  
Fiscal Year 2022/2023**

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	<b>Jul 1, '22 - Jan 1...</b>	<b>Budget</b>	<b>% of Budget</b>
<b>51010 Salaries &amp; Wages - Other</b>	147,473.59	407,600.00	36.2%
<b>Total 51010 Salaries &amp; Wages</b>	147,473.59	437,600.00	33.7%
<b>51030 Extra Help JOA staffing</b>	2,732.51	0.00	100.0%
<b>Total 51030 Extra Help</b>	2,732.51	0.00	100.0%
<b>51040 Overtime Call Back</b>	53,712.19	75,000.00	71.6%
<b>51220 Payroll Tax</b>	15,255.01	35,500.00	43.0%
<b>51310 Employee Group Insurance</b>	15,266.61	51,160.00	29.8%
<b>51360 Workers Comp Insurance</b>	21,947.50	43,896.00	50.0%
<b>Total Payroll Expenses</b>	256,387.41	643,156.00	39.9%
<b>Total Expense</b>	544,570.33	1,019,990.87	53.4%
<b>Net Income</b>	<b>-322,676.52</b>	<b>-52,643.36</b>	<b>612.9%</b>

**Newcastle Fire Protection District**  
**Check Detail**  
December 17, 2022 through January 13, 2023

<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>
12/21/2022	<b>Ben's Door &amp; Gate Co.</b>	<b>US Bank Checking</b>	
12/21/2022		54440 Fixed Assets Blding/Loan	-24,640.00
TOTAL			-24,640.00
12/21/2022	<b>George Atteberry</b>	<b>US Bank Checking</b>	
12/21/2022		54440 Fixed Assets Blding/Loan	-500.00
		54440 Fixed Assets Blding/Loan	-225.00
		54440 Fixed Assets Blding/Loan	-128.46
TOTAL			-853.46
12/21/2022	<b>ISU Insurance General Lia...</b>	<b>US Bank Checking</b>	
12/21/2022		52080 General Liability Ins	-15,166.00
TOTAL			-15,166.00
12/21/2022	<b>Metz, Patrice</b>	<b>US Bank Checking</b>	
12/21/2022		SC2660 Recording Secretary	-75.00
TOTAL			-75.00
12/21/2022	<b>PG&amp;E</b>	<b>US Bank Checking</b>	
12/21/2022		Electricity/gas	-925.52
TOTAL			-925.52
12/21/2022	<b>Principal Life</b>	<b>US Bank Checking</b>	
12/21/2022		51310 Employee Group Insurance	-228.24
TOTAL			-228.24
12/28/2022	<b>Bill Kahrl</b>	<b>US Bank Checking</b>	
12/22/2022		SC4050 Commission Reimburse	-25.00
TOTAL			-25.00
12/28/2022	<b>Joan Lewis</b>	<b>US Bank Checking</b>	
12/27/2022		Miscellaneous expenses	-179.96
TOTAL			-179.96
12/28/2022	<b>Lawrence Bettencourt</b>	<b>US Bank Checking</b>	
12/22/2022		54440 Fixed Assets Blding/Loan	-969.10
		SC4050 Commission Reimburse	-75.00
TOTAL			-1,044.10
12/28/2022	<b>Luna Tech, LLC</b>	<b>US Bank Checking</b>	
12/22/2022		54440 Fixed Assets Blding/Loan	-3,623.30



**Newcastle Fire Protection District**  
**Check Detail**  
December 17, 2022 through January 13, 2023

<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>
TOTAL			-3,623.30
<b>12/28/2022</b>	<b>Robin Enos</b>	<b>US Bank Checking</b>	
12/22/2022		SC4050 Commission Reimburse	-75.00
TOTAL			-75.00
<b>12/28/2022</b>	<b>Advantage Gear</b>	<b>US Bank Checking</b>	
12/28/2022		52030 Fire Protective clothing	-258.42
TOTAL			-258.42
<b>12/28/2022</b>	<b>AT&amp;T</b>	<b>US Bank Checking</b>	
12/28/2022		Phone/Cable/Internet	-36.89
		Phone/Cable/Internet	-0.27
TOTAL			-37.16
<b>12/28/2022</b>	<b>Ben's Door &amp; Gate Co.</b>	<b>US Bank Checking</b>	
12/28/2022		52180 Building maintenance	-2,000.00
TOTAL			-2,000.00
<b>12/28/2022</b>	<b>PCWA</b>	<b>US Bank Checking</b>	
12/28/2022		54440 Fixed Assets Blding/Loan	-712.62
TOTAL			-712.62
<b>12/28/2022</b>	<b>SPMUD</b>	<b>US Bank Checking</b>	
12/28/2022		Sewer	-270.00
		Sewer	-828.83
TOTAL			-1,098.83
<b>01/04/2023</b>	<b>Auburn Ace Hardware</b>	<b>US Bank Checking</b>	
01/04/2023		52060 Station/Household Expense	-113.44
TOTAL			-113.44
<b>01/04/2023</b>	<b>Dawson Oil Company</b>	<b>US Bank Checking</b>	
01/04/2023		52170 Fuels & Lubricants	-573.41
TOTAL			-573.41
<b>01/04/2023</b>	<b>Kaiser</b>	<b>US Bank Checking</b>	
01/04/2023		51310 Employee Group Insurance	-1,917.92
TOTAL			-1,917.92
<b>01/04/2023</b>	<b>Lexipol LLC</b>	<b>US Bank Checking</b>	

**Newcastle Fire Protection District**  
**Check Detail**  
December 17, 2022 through January 13, 2023

<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>
01/04/2023		SC2820 Personnel/policies	-3,636.20
TOTAL			-3,636.20
<b>01/04/2023</b>	<b>PG&amp;E</b>	<b>US Bank Checking</b>	
01/04/2023		Electricity 9350 OSH	-591.59
TOTAL			-591.59
<b>01/04/2023</b>	<b>Sierra Building Systems, I...</b>	<b>US Bank Checking</b>	
01/04/2023		52180 Building maintenance	-600.00
TOTAL			-600.00
<b>01/04/2023</b>	<b>United Healthcare</b>	<b>US Bank Checking</b>	
01/04/2023		51310 Employee Group Insurance	-118.40
TOTAL			-118.40
<b>01/05/2023</b>	<b>Tricorp Group</b>	<b>US Bank Checking</b>	
01/05/2023		54440 Fixed Assets Blding/Loan	-1,870.00
TOTAL			-1,870.00
<b>01/09/2023</b>	<b>LN Curtis &amp; Sons</b>	<b>US Bank Checking</b>	
01/09/2023		Small Equipment	-1,623.34
TOTAL			-1,623.34
<b>01/09/2023</b>	<b>Recology Auburn Placer</b>	<b>US Bank Checking</b>	
01/09/2023		Garbage collection	-207.06
		Garbage 9350 OSH	-241.36
TOTAL			-448.42
<b>01/09/2023</b>	<b>US Bank</b>	<b>US Bank Checking</b>	
01/09/2023		54440 Fixed Assets Blding/Loan	-1,535.07
		52180 Building maintenance	-272.88
		Phone/Cable/Internet	-630.59
		52060 Station/Household Expense	-575.50
TOTAL			-3,014.04
<b>01/09/2023</b>	<b>PCWA</b>	<b>US Bank Checking</b>	
01/09/2023		Water	-45.35
TOTAL			-45.35
<b>01/12/2023</b>	<b>Lawrence Bettencourt</b>	<b>US Bank Checking</b>	
01/12/2023		54440 Fixed Assets Blding/Loan	-640.70
TOTAL			-640.70

**Newcastle Fire Protection District**  
**Check Detail**  
**December 17, 2022 through January 13, 2023**

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<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>
01/12/2023	Metz, Patrice	US Bank Checking	
01/12/2023		SC2660 Recording Secretary	-75.00
		54440 Fixed Assets Blding/Loan	-30.00
TOTAL			-105.00
01/12/2023	PCWA	US Bank Checking	
01/12/2023		Water 9350 OSH	-117.13
TOTAL			-117.13
01/12/2023	Ruhkala Granite & Marble ...	US Bank Checking	
01/12/2023		54440 Fixed Assets Blding/Loan	-191.11
TOTAL			-191.11

## Newcastle Fire Protection District Transaction Detail By Account July 2022 through June 2023

01/13/23

Accrual Basis

Date	Num	Name	Memo	Amount	Balance
<b>54440 Fixed Assets Blding/Loan</b>					
08/02/2022	8/2/2022	Ruhkala Granite & ...	Plaques for new st...	2,636.00	2,636.00
08/02/2022	8/2/2022	Lawrence Bettencourt	Temporary water ...	295.50	2,931.50
08/02/2022	304811	Kronick, Moskovitz, ...	Research Public p...	1,664.00	4,595.50
08/09/2022	304846	Kronick, Moskovitz, ...		108.00	4,703.50
08/09/2022	8/1/2022	PCWA	Water works for n...	9,000.00	13,703.50
08/24/2022	7132	Luna Tech, LLC	Surveillance IT eq...	3,318.95	17,022.45
08/24/2022	8/24/2022	Lawrence Bettencourt	Computer network...	1,298.60	18,321.05
08/31/2022	18-4400-...	Tricorp Group	August 22 46 hours	7,820.00	26,141.05
08/31/2022	78708	Youngdahl Consultin...		1,880.00	28,021.05
09/07/2022	8/22/2022	US Bank	Surveillance video...	194.23	28,215.28
09/07/2022	7190	Luna Tech, LLC	Viking red emerge...	350.45	28,565.73
09/20/2022	18619	Norris Electric Corp.	100 amp switch fo...	537.67	29,103.40
10/06/2022	305412	Kronick, Moskovitz, ...	Cypress station sale	958.00	30,061.40
10/06/2022	9/15/2022	Ron Lichau & Assoc...	Lichau Constructi...	3,164.76	33,226.16
10/06/2022	9/15/2022	Ron Lichau & Assoc...	Lichau drawings 4...	1,330.00	34,556.16
10/06/2022	9/15/2022	Ron Lichau & Assoc...	Bohnett 09A	3,721.35	38,277.51
10/06/2022	9/15/2022	Ron Lichau & Assoc...	Bohnett 09B	2,660.00	40,937.51
10/06/2022	9/15/2022	Ron Lichau & Assoc...	Bohnett 10	4,372.60	45,310.11
10/06/2022	9/15/2022	Ron Lichau & Assoc...	McDermott Group ...	1,500.00	46,810.11
10/06/2022	9/15/2022	Ron Lichau & Assoc...	Norberg engineeri...	580.00	47,390.11
10/06/2022	79100	Youngdahl Consultin...	Field report 8/3/22	392.50	47,782.61
10/19/2022	015-011	Tricorp Group		6,970.00	54,752.61
10/19/2022	9/29/22	Craig Rowland	Final billing struct...	2,138.00	56,890.61
10/31/2022	18682	Norris Electric Corp.	Generac #7209 24...	6,454.50	63,345.11
11/04/2022	11/1/2022	PCWA	Set fee for 5/8" m...	50,770.00	114,115.11
11/04/2022	110137	Sierra Safety Comp...	Blue pavement m...	2.31	114,117.42
11/04/2022	10/24/20...	US Bank	Phones for new st...	743.07	114,860.49
11/04/2022	11/3/2022	Lawrence Bettencourt	Lowes IT/Radio su...	131.09	114,991.58
11/04/2022	11/3/2022	Lawrence Bettencourt	Extinguishers for n...	222.01	115,213.59
11/04/2022	18-4400-...	Tricorp Group	October 22	5,015.00	120,228.59
11/30/2022	3883	Ruhkala Granite & ...	50% firefighter pla...	1,546.01	121,774.60
11/30/2022	SD1232	Sierra Building Syst...	Monitoring system...	750.00	122,524.60
12/14/2022	15-013	Tricorp Group		7,650.00	130,174.60
12/14/2022		Youngdahl Consultin...		420.00	130,594.60
12/14/2022	11/22/20...	US Bank	Knox box	525.53	131,120.13
12/14/2022	11/22/20...	US Bank	Auburn recology d...	458.08	131,578.21
12/14/2022	11/22/20...	US Bank	Home depot boxes	92.88	131,671.09
12/21/2022	12/9/2022	George Atteberry	PCWA easement	500.00	132,171.09
12/21/2022	12/9/2022	George Atteberry	SPMUD record dr...	225.00	132,396.09
12/21/2022	12/9/2022	George Atteberry	Copies scans	128.46	132,524.55
12/21/2022	11-21-20...	Ben's Door & Gate ...	Install bay doors a...	24,640.00	157,164.55
12/22/2022	12/27/20...	Lawrence Bettencourt	IT equipment misc	969.10	158,133.65
12/22/2022	7495	Luna Tech, LLC	Sub Everguard cei...	3,623.30	161,756.95
12/28/2022	FA 2595 ...	PCWA	Additional deposit ...	712.62	162,469.57
01/05/2023	015-14	Tricorp Group	December 2022	1,870.00	164,339.57
01/09/2023	12/22/20...	US Bank	7352 phones 743....	1,535.07	165,874.64
01/12/2023	24246	Lawrence Bettencourt	Extension cord	640.70	166,515.34
01/12/2023	12/21/22	Metz, Patrice	Notary for PGE ea...	30.00	166,545.34
01/12/2023	1/12/23	Ruhkala Granite & ...	Plaques	191.11	166,736.45
Total 54440 Fixed Assets Blding/Loan				166,736.45	166,736.45
<b>TOTAL</b>				<b>166,736.45</b>	<b>166,736.45</b>

## Newcastle Fire Development Fees

### Revenue & Expense

July 1, 2022 through January 11, 2023

	<u>Jul 1, '22 - ...</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Income</b>			
<b>Income Mitigation Fees</b>			
<b>42010 Investment Income</b>	211.99	750.00	28.3%
<b>46440 Mitigation Fees</b>	47,353.35	75,435.00	62.8%
<b>Interim Loan proceeds</b>	51,919.46	52,000.00	99.8%
<b>Total Income Mitigation Fees</b>	<u>99,484.80</u>	<u>128,185.00</u>	<u>77.6%</u>
<b>Total Income</b>	<u>99,484.80</u>	<u>128,185.00</u>	<u>77.6%</u>
<b>Expense</b>			
<b>54440 Fixed Assets (Buildings)</b>			
<b>41-06 Other Architect/Engineer</b>	22,209.55	0.00	100.0%
<b>41-10 Project Manager-inspect</b>	7,650.00	0.00	100.0%
<b>54440 Fixed Assets (Buildings) - Other</b>	0.00	29,200.00	0.0%
<b>Total 54440 Fixed Assets (Buildings)</b>	<u>29,859.55</u>	<u>29,200.00</u>	<u>102.3%</u>
<b>Total Expense</b>	<u>29,859.55</u>	<u>29,200.00</u>	<u>102.3%</u>
<b>Net Income</b>	<u><u>69,625.25</u></u>	<u><u>98,985.00</u></u>	<u><u>70.3%</u></u>

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# NEWCASTLE FIRE PROTECTION DISTRICT

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*Over 150 Years of Tradition*



## BOARD OF DIRECTORS 2021-2022

**Chair: William Kahrl**

**Vice-Chair: Jonita Elder**

**Secretary: Jim Heisterkamp**

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<i>Committee</i>	<i>Member</i>	<i>Member</i>
<i>Building</i>	<i>Bettencourt</i>	<i>Kahrl</i>
<i>Personnel</i>	<i>Enos</i>	<i>Heisterkamp</i>
<i>Finance</i>	<i>Elder</i>	<i>Heisterkamp</i>
<i>PC Hazard plan</i>	<i>Heisterkamp</i>	<i>L Bettencourt</i>
<i>Contract Administration</i>	<i>Bettencourt</i>	<i>Heisterkamp</i>
<i>Inter-district Ad Hoc</i>	<i>Kahrl</i>	<i>Elder</i>
<i>Sale of current St/dedication of new station Ad Hoc</i>	<i>Heisterkamp</i>	<i>Enos</i>

# Professional Service Agreement



1508 Eureka Road, Suite 250  
Roseville, CA 95661  
Direct (Roseville): +1 916 724 5500  
www.colliers.com/valuationadvisory

December 27, 2022

Sam Jolly  
Valuation Specialist  
Direct +1 916 724 5585  
sam.jolly@colliers.com

Ian Gow  
Fire Chief  
**Newcastle Fire Protection District**  
PO Box 350  
Meadow Vista, CA 95722  
igow@placerhillfire.org

**RE: Appraisal of 9211 Cypress Street, Newcastle, California 95658**

Mr. Gow:

Thank you for considering Colliers International Valuation & Advisory Services, LLC for the assignment identified in the below stated Professional Service Agreement. Please sign one copy of the agreement and return it to me, thereby indicating your authorization for us to proceed with this assignment and your acceptance of the attached Terms and Conditions.

**PROFESSIONAL SERVICE AGREEMENT**  
**("Agreement")**

Project	<b>Former Newcastle Fire Protection District Fire Station</b> ("Property")
Location	9211 Cypress Street, Newcastle, California 95658
Project Description	Former Fire Station on a 3,918 SF Site
Parties	Colliers International Valuation & Advisory Services, LLC ("CIVAS") and <b>Newcastle Fire Protection District</b> (herein at times referred to as "Client")
Intended User	The appraisal will be prepared for <b>Newcastle Fire Protection District</b> . Intended users include the Client. No other users are intended.
Intended Use	The report to be performed under this Agreement ("Appraisal") is intended only for use in determining a market value for a potential purchase. The report is not intended for any other use.
Purpose	Market Value
Type of Appraisal	CIVAS will produce an Appraisal Report in which the appraiser's analysis and conclusions will be summarized within this document.
Rights Appraised	Fee Simple
Date of Value	Date of inspection

# Professional Service Agreement

Continued

Scope of Work	<p>CIVAS and/or its designated affiliate will provide the Appraisal in accordance with USPAP, and the Code of Ethics and Certifications Standards of the Appraisal Institute and State Licensing Laws. CIVAS will research relevant market data and perform analysis to the extent necessary to produce credible appraisal results.</p> <p>Based on our discussions with the Client, the Client has requested the following valuation scenarios:</p> <ul style="list-style-type: none"><li>› As Is</li></ul> <p>CIVAS anticipates developing the following valuation approaches:</p> <ul style="list-style-type: none"><li>› Sales Comparison Approach</li><li>› Income Capitalization Approach (Direct Capitalization analysis)</li></ul> <p>An interior/exterior observation of the subject property will be performed.</p> <p><b>Please note if it's a requirement per the client's underwriting guidelines to analyze and report all approaches to value, this will be performed although some approaches may be limited in application.</b></p> <p>The scope of work will be included in the Appraisal. A copy of the Assumptions and Limiting Conditions, which appear in the Appraisal, is available upon request.</p>
Delivery	Final Appraisal: Delivered two (2) weeks from the date of authorization and receipt of property specific information
Professional Fee	\$3,250
Expenses	Fees do not include any associated expenses
No. of Reports	One (1) Electronic Final Appraisal. No printed copies will be delivered to the client
Retainer	The entire fee is required prior to our proceeding
Payment Terms	CIVAS will invoice Client for the Appraisal in its entirety at the delivery of the final appraisal.
Acceptance Date	These specifications are subject to modification if this Agreement is not accepted within three (3) business days from the date of this letter.

## Terms and Conditions

The attached Terms and Conditions and Specific Property Data Request are deemed a part of this Agreement as though set forth in full herein. The following is a list of information needed to begin and complete our analysis. Please forward with the Agreement or as soon as possible.

- › Floor plans and/or gross building area calculations
- › Year built and utility providers
- › A list of major repairs that have recently been made or are expected to be made in the next 18 months

**In addition to the items requested above, please forward any additional materials you would consider relevant in the analysis of the subject property.**

## Reliance Language

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with the stated Intended Use. CIVAS is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by CIVAS or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS, by a party satisfactory to CIVAS. CIVAS hereby expressly grants to client the right to copy the Appraisal and distribute it to employees of client and to your accountants/auditors in its entirety (but not component parts) without the need to provide CIVAS with an Indemnification Agreement and/or Non-Reliance letter.

The Appraisal requires CIVAS to submit a Summation of the Appraisal Findings in the form of a Letter of Transmittal along with the Summary of Salient Facts and Special/Limiting Conditions applicable to the Appraisal. This will be completed in conjunction with the Appraisal at the above stated fee.

If you have questions regarding the enclosed, please feel free to contact me. CIVAS appreciates this opportunity to be of service to you on this assignment and looks forward to serving you. If you have additional questions, please contact us.



# Professional Service Agreement

Continued

I, **Ian Gow**, agree to the above stated terms and authorize Colliers International Valuation & Advisory Services, LLC to prepare the above referenced appraisal.

\_\_\_\_\_ Date: \_\_\_\_\_

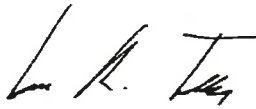
**Ian Gow**

Fire Chief

**Newcastle Fire Protection District**

Respectfully,

**Colliers International Valuation & Advisory Services, LLC**



Sam Jolly  
Valuation Specialist  
Direct +1 916 724 5585  
sam.jolly@colliers.com

# Professional Service Agreement

Continued

## Terms and Conditions

### "T&C"

- 1) The Appraisal will be subject to Colliers International Valuation & Advisory Services, LLC's ("CIVAS") Assumptions and Limiting Conditions that are incorporated into each appraisal, and any Extraordinary Assumptions and Hypothetical Conditions that may be incorporated into each appraisal.
- 2) Any capitalized, non-defined words shall have the same meaning as defined in the Agreement to which these T&Cs are attached.
- 3) Client is defined as the party signing the Agreement and shall be responsible for payment of the fees stipulated in the Agreement. Payment of the fee for the Appraisal is not contingent on the appraised value(s) or the outcome of the report(s). Additional fees will be charged on an hourly basis for any work that may exceed the scope of this proposal, including performing additional valuation scenarios, additional research, and conference calls, meetings, deposition preparation, deposition, trial testimony or travel that may exceed the time allotted by CIVAS for an assignment of this nature. If CIVAS is requested to cease working on the Appraisal for any reason prior to the completion of the appraisal(s), CIVAS will be entitled to bill the Client for the time spent to date at CIVAS' hourly rates for the personnel involved. The Client will be billed a minimum \$500 or at a rate of \$250 per hour for associate time, \$300 per hour for valuation services director, \$400 per hour for managing director, and \$450 per hour for executive managing director. If the Client delays completion of the assignment beyond ninety (90) days, the fee may be renegotiated. This may result in the total fee exceeding the original agreed fee agreed upon cost.
- 4) Client agrees to pay all fees and expenses, including attorney's fees, incurred by CIVAS in connection with the collection or attempted collection of the fees and expenses. In the event Client fails to make payments when due and payable, the amount due shall bear interest at 1.5% per month or the maximum rate permitted in the state in which the CIVAS office executing the Agreement is located, whichever is lesser.
- 5) The fee is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. If a draft is requested, the fee is considered earned upon delivery of our draft report.
- 6) In the event that either party commences any legal action relating to the provisions of the Agreement, including collection, the prevailing party shall be entitled to its actual attorneys' fees and costs. The Agreement shall be governed by and construed in accordance with the laws of the state where the CIVAS office executing the Agreement is located. The venue of any action arising out of the Agreement shall be the county where the CIVAS office executing the Agreement is located. Client will have up to thirty (30) days from receipt of the Draft Appraisal to review and communicate its review to CIVAS. CIVAS reserves the right to bill Client for additional appraisal efforts that may arise from the Client not responding within with this time period.
- 7) CIVAS does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to CIVAS by Client. In the event that any such information is inaccurate, misleading or incomplete, CIVAS shall have no responsibility or liability for any matters relating thereto (whether to the Client or to any third party).
- 8) CIVAS shall have no responsibility for legal matters, questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The Appraisal will not constitute a survey of the Property analyzed.
- 9) Client shall provide CIVAS with such materials with respect to the Appraisal as requested by CIVAS and which are in the possession or under the control of Client. Client shall provide CIVAS with sufficient access to the Property to be analyzed and hereby grants permission for entry, unless discussed in advance to the contrary.
- 10) The data gathered in the course of the Appraisal (except data furnished by Client) and the Appraisal prepared pursuant to the Agreement are, and will remain, the property of CIVAS. With respect to data provided by Client, such data shall be confidential, and CIVAS shall not disclose any information identified as confidential furnished to CIVAS. Notwithstanding the foregoing, CIVAS is authorized by Client to disclose all or any portion of the Appraisal and the related data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable CIVAS to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
- 11) Unless specifically noted, CIVAS does not assume any duty to analyze or examine the Property or adjacent property for the possible presence of toxic and/or hazardous substances or materials (including but not exclusive to asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous material), or the cost of encapsulation or removal thereof) and accepts no liability regarding the issue. If such materials exist, CIVAS defers to the expertise of professionals specifically trained in analyzing the cost to remediate, which will not be a part of the appraisal fee proposal. The Appraisal will contain a comprehensive disclaimer to this effect.
- 12) CIVAS understands that there is no major or significant deferred maintenance in the Property which would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, and are not a part of the fee contemplated in the Agreement.
- 13) Client acknowledges that CIVAS is being retained hereunder as an independent contractor to perform the services described herein and nothing in the Agreement shall be deemed to create any other relationship between Client and CIVAS. The Agreement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal discussed herein.
- 14) Client agrees that its only remedy for losses or damages relating to the Agreement shall be limited to the amount of the appraisal fee paid by the Client and in no circumstances shall CIVAS be liable for any losses or damages in excess of this amount. Should the Client, or any other entitled party, make a claim against CIVAS, its directors, officers, employees and other affiliates and shareholders, relating to this engagement or the appraisal(s), the maximum damages recoverable from CIVAS, its directors, officers, employees and other affiliates and shareholders, shall be the amount of funds actually collected by CIVAS under the Agreement, and no claim shall be made for any consequential or punitive damages.

# Professional Service Agreement

Continued

- 15) If CIVAS or any of its employees receives a subpoena or other judicial notification to produce documents or provide testimony involving the Appraisal in connection with a lawsuit or related proceeding, CIVAS will notify the Client of receipt of the subpoena or notification. However, if CIVAS is not part of the lawsuit or proceedings, Client agrees to compensate CIVAS for the professional time required and to reimburse CIVAS for the expenses incurred in responding to any such subpoena or judicial notification, including any attorneys' fees, as they are incurred. CIVAS is to be compensated at the prevailing hourly rates of the personnel responding to the subpoena or command for testimony.
- 16) If expert witness testimony is required in connection with the Appraisal, the following hourly rates will apply. The Client will be billed at the rate of \$250 per hour for associate time, \$350 per hour for valuation services director, \$400 per hour for managing director, and \$450 per hour for executive managing director. The hourly billings pertain to court preparation, waiting and travel time, document review and preparation (excludes appraisal report) and all meetings related to court testimony.
- 17) Client shall indemnify and hold CIVAS, its parent, subsidiaries, affiliates, its officers, directors, employees and agents ("CIVAS Indemnities"), fully harmless against all losses, damages, claims, and expenses of any kind whatsoever (including costs and reasonable attorneys' fees), sustained or incurred by a third party as a result of the negligence or intentional acts or omissions of Client (including any failure to perform any duty imposed by law), any misrepresentation, distortion or if Client fails to provide complete and accurate information to CIVAS, for which recovery is sought against the CIVAS Indemnities; however, such obligation to defend and indemnify shall not apply to the extent caused by the negligent act or willful misconduct of CIVAS. Client shall indemnify and hold CIVAS Indemnities harmless from any claims, expenses, judgments or other items or costs arising as a result of the Client's failure or the failure of any of the Client's agents to provide a complete copy of the Appraisal to any third party. **LIMITATION OF LIABILITY.** EXCEPT FOR THE INDEMNIFICATION PROVISION ABOVE, ANYTHING IN THE AGREEMENT TO THE CONTRARY NOTWITHSTANDING, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER.
- 18) CIVAS agrees to maintain Professional Liability Insurance in the amount of \$1,000,000 and General Liability insurance in the amount of \$2,000,000, as well as Workers Compensation per local regulatory requirements. CIVAS will endeavor to provide Client with written notice regarding any cancellation of any such insurance. CIVAS will provide Client with certificates of insurance naming Client as an additional insured on the General Liability policy upon request.
- 19) The Appraisal and the name Colliers International Valuation & Advisory Services may not be used in any marketing or investment material or offering memoranda without CIVAS' prior written consent. CIVAS, its employees and appraisers have no liability to any recipients of any prepared material and disclaim all liability to any party other than the Client.
- 20) Unless CIVAS consents in writing, the Appraisal cannot be used by any party or for any purpose other than the Client for the purposes specified in the Agreement. Should the Client provide a copy of this Appraisal to any person or entity not authorized by CIVAS in writing, Client hereby agrees to hold CIVAS, its directors, officers, employees and other affiliates and shareholders, harmless from all damages, expenses, claims and costs, including any attorney's fees. The Client acknowledges that any opinions and conclusions expressed by the professionals of CIVAS pursuant to the Agreement are made as employees and not as individuals. CIVAS' responsibility is limited to the Client, and the use of the Appraisal or related product by third parties shall be solely at the risk of the Client and/or third parties.
- 21) The use of this appraisal shall be used only for the purpose as set forth in the Intended Use section of the Agreement. In the event that the client wishes to use this report or portions of this report for any other purpose such as, to become part of or be referenced in, any offering or other material intended for the review of others, or to be submitted to others, will be at the Client's sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS and the Client, by a party satisfactory to CIVAS and the Client. CIVAS does consent to Client submission of the complete Appraisal to rating agencies, loan participants or your accountants/auditors without the need to provide us with an Indemnification Agreement and/or Non-Reliance letter.



## Sam Jolly

Valuation Specialist  
Valuation & Advisory Services

sam.jolly@colliers.com  
Direct: +1 916 724 5585  
Fax: +1 916 724 5685  
colliers.com

1508 Eureka Road  
Suite 250  
Roseville, CA 95661  
United States

### Education or Qualifications

Bachelor of Arts Degree  
In Economics/Accounting  
Claremont McKenna College

### State Certifications

California  
Nevada

### Area of Expertise

Sam Jolly is a Valuation Specialist in Colliers International Valuation & Advisory Services' Sacramento office in the Northern California Region. Mr. Jolly grew up in the Sacramento Area and joined Colliers International in 2015. His primary geographical location is the greater Northern California region including the Sacramento Area, Central Valley, and Bay Area.

Mr. Jolly provides commercial appraisal services for a variety of commercial properties including office, retail, industrial, land, and net leased investment.

### Affiliations or Memberships

California Office of Real Estate Appraisers, Certified General Appraiser License ID #3004421

Nevada Real Estate Division, Certified General Appraiser License ID #A.0208177-CG

### Appraisal Institute Courses

- Basic Appraisal Principles
- Basic Appraisal Procedures
- 15-Hour USPAP
- Real Estate Finance Statistics and Valuation Modeling
- General Appraiser Sales Comparison Approach
- General Appraiser Report Writing and Case Studies

### Other Related Courses

- General Appraiser Market Analysis & Highest and Best Use
- General Appraiser Site Valuation and Cost Approach
- General Appraiser Income Approach 1 & 2
- Expert Witness for Commercial Appraisers
- Commercial Appraiser Review
- Laws and Regulations for California Appraisers



Business, Consumer Services & Housing Agency  
**BUREAU OF REAL ESTATE APPRAISERS  
REAL ESTATE APPRAISER LICENSE**

**Samuel R. Jolly**

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

“Certified General Real Estate Appraiser”

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

**BREA APPRAISER IDENTIFICATION NUMBER: 3004421**

Effective Date: March 22, 2021  
Date Expires: March 21, 2023

*Loretta Dillon*

Loretta Dillon, Deputy Bureau Chief, BREA

**3057392**

# HARDEY/ASSOCIATES, INC.

Real Estate Valuation & Consultation

---

JAMES A. HARDEY, MAI

January 5, 2023

**Mr. Jim Heisterkamp, Director**

Mr. Gillian Lofrano, District Manager  
Newcastle Fire Protection District  
9211 Cypress Street  
Newcastle, Ca. 95658  
(530) 305-3424  
Via Email: pishape1@gmail.com

RE: Proposal for an Appraisal Report– 2020-2021 USPAP

Subject Property: 2 Story Historic Fire Station 8,000+- SF Estimated  
9211 Cypress Street  
Newcastle, Ca. 95658  
A.P.N. #040-175-006-000 Parcel Size: 3,918+- SF

Dear Mr. Heisterkamp:

Thank you for your expression of interest per past telephone conversations, relating to performing a current “**Appraisal Report**” as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The subject property relates to a 2-story historic Class C Fire Station with two metal roll up doors, offices, and upper level sleeping quarters that is situated on the north side of Cypress Street in the downtown district of Newcastle, Placer County, California.

I am pleased to submit a proposal to perform an Appraisal Report conveyed with a current date of value reflecting the application of the Sales Comparison Approach and Income Approach to Value, including a highest and best use analysis.

Assessor’s Parcel Number: A.P.N. #040-175-006-000: Subject Property  
Zoned C-2 Dc- County of Placer

It is my understanding that the purpose of the report is to establish market value of the fee simple interest for buy/sell decision making, asset review, and internal decision-making. There are no other intended users.

Owned by: Newcastle Fire District

**FEE SIMPLE INTEREST** means absolute ownership unencumbered by any other interest or estate subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

**WRITTEN REPORT**- As discussed, the assignment will entail a Narrative Appraisal Report with summary style reporting, photographs, area and neighborhood description, property description, highest and best use analysis, Sales Comparison Approach, and Income Approach. The report is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the USPAP 2020-2021. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below.

**Timing:** The appraisal will be completed within 3-4 weeks of execution of this agreement. Items needed include the following:

- General Property Information (Maintenance) and any Income/Expense Statements
- Any Building Sketches, Floor Plans, Safety Evacuation Plans
- Insurance Information

**Fees:** The fee for the fieldwork, analysis, and preparation of the Summary Report will not exceed **\$4,850**. This fee covers all fieldwork and verification of market data, research, and report file preparation, costs, typing, proof reading, printing, and binding, and includes an original copy of the report and PDF electronic copy. If the foregoing meets with your acceptance, please sign and forward **\$4,850**, and mail one copy of this agreement. I appreciate the opportunity to submit this proposal and look forward to working with you on this assignment.

Sincerely,

HARDEY/ASSOCIATES, INC.

James A. Hardey, MAI

Certified General Appraiser State of California - #AG004586

Email: jahardey@foothill.net



Approved and accepted by: \_\_\_\_\_

**Mr. Jim Heisterkamp, Director Newcastle Fire Protection**  
**The Client      Date:**

**Property Detail Report**  
**For Property Located At :**  
**9211 CYPRESS ST, NEWCASTLE, CA 95658**



**Owner Information**

Owner Name: **NEWCASTLE FIRE DIST**  
 Mailing Address: **PO BOX 262, NEWCASTLE CA 95658-0262 B003**  
 Vesting Codes: **//**

**Location Information**

Legal Description: **FR SEC 19 12 8**  
 County: **PLACER, CA** APN: **040-175-006-000**  
 Census Tract / Block: **205.01 / 2** Alternate APN:  
 Township-Range-Sect: **12-08-19** Subdivision:  
 Legal Book/Page: **040-175** Map Reference: **13C-D5 /**  
 Legal Lot: Tract #:  
 Legal Block: School District: **PLACER UN**  
 Market Area: **21-E1** School District Name: **PLACER UN**  
 Neighbor Code: **0103** Munic/Township:

**Owner Transfer Information**

Recording/Sale Date: **/** Deed Type:  
 Sale Price: 1st Mtg Document #:  
 Document #:

**Last Market Sale Information**

Recording/Sale Date: **10/27/1925 /** 1st Mtg Amount/Type: **/**  
 Sale Price: 1st Mtg Int. Rate/Type: **/**  
 Sale Type: **FULL** 1st Mtg Document #: **/**  
 Document #: **218-235** 2nd Mtg Amount/Type: **/**  
 Deed Type: **GRANT DEED** 2nd Mtg Int. Rate/Type: **/**  
 Transfer Document #: Price Per SqFt:  
 New Construction: Multi/Split Sale:  
 Title Company:  
 Lender:  
 Seller Name: **OWNER RECORD**

**Prior Sale Information**

Prior Rec/Sale Date: **/** Prior Lender:  
 Prior Sale Price: Prior 1st Mtg Amt/Type: **/**  
 Prior Doc Number: Prior 1st Mtg Rate/Type: **/**  
 Prior Deed Type:

**Property Characteristics**

Year Built / Eff: <b>1853 /</b>	Total Rooms/Offices	Garage Area:
Gross Area:	Total Restrooms:	Garage Capacity:
Building Area:	Roof Type:	Parking Spaces:
Tot Adj Area:	Roof Material:	Heat Type:
Above Grade:	Construction:	Air Cond:
# of Stories:	Foundation:	Pool:
Other Improvements: <b>Building Permit</b>	Exterior wall:	Quality:
	Basement Area:	Condition:

**Site Information**

Zoning: <b>C2-DC</b>	Acres: <b>0.09</b>	County Use: <b>OTHER PUBLIC BLDG (76)</b>
Lot Area: <b>3,918</b>	Lot Width/Depth: <b>x</b>	State Use:
Land Use: <b>PUBLIC SERVICE</b>	Res/Comm Units: <b>/</b>	Water Type:
Site Influence:		Sewer Type:

**Tax Information**

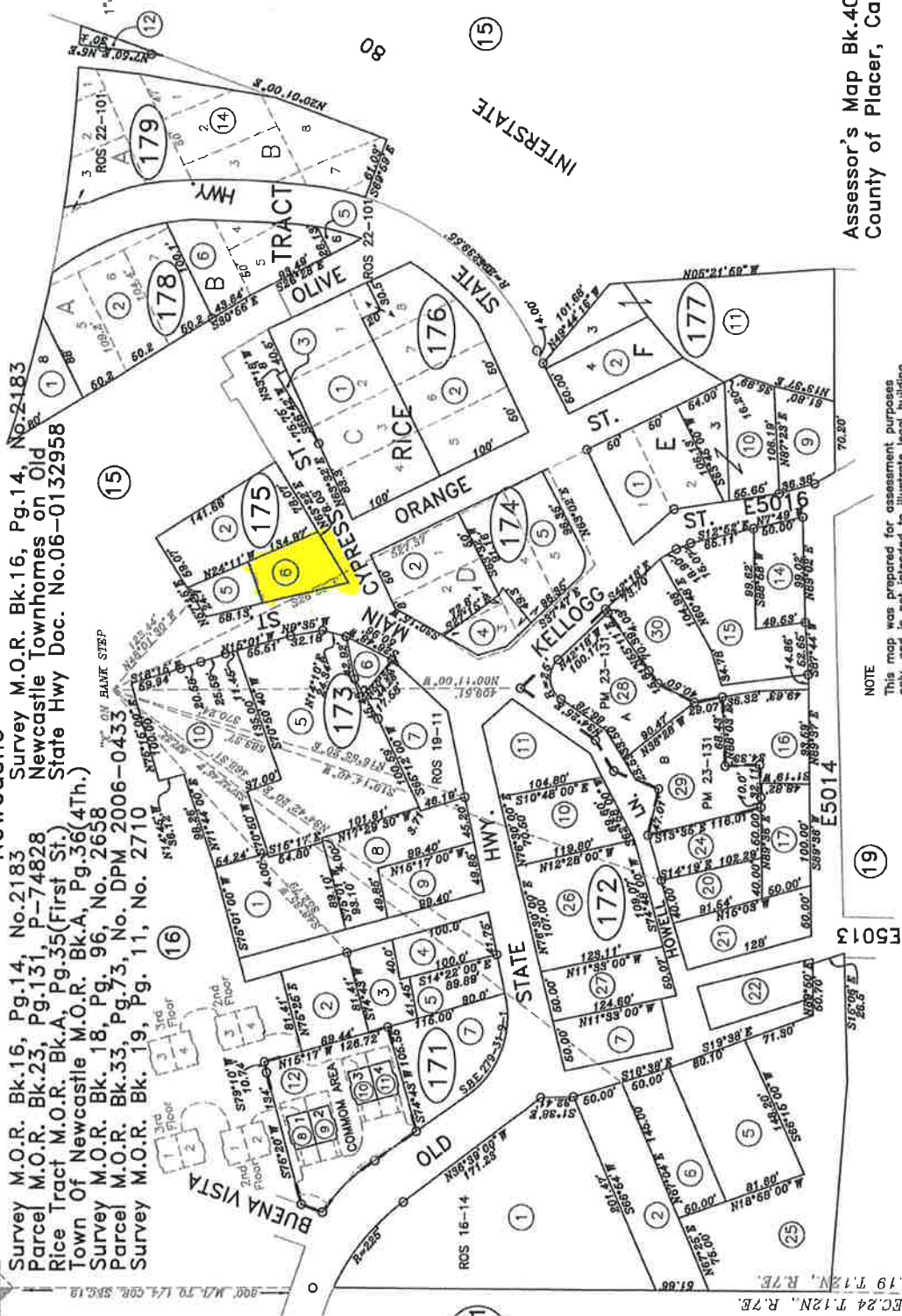
Total Value:	Assessed Year: <b>2022</b>	Property Tax:
Land Value:	Improved %:	Tax Area: <b>081002</b>
Improvement Value:	Tax Year:	Tax Exemption:
Total Taxable Value:		



POR. N. 1/2 S.W. 1/4 SEC.19, T.12N., R.8E., M.D.B.&M.

W.1/4 COR.  
SEC.19

Survey M.O.R. Bk.16, Pg.14, No.2183  
 Survey M.O.R. Bk.23, Pg.131, P-74828  
 Rice Tract M.O.R. Bk.A, Pg.35(First St.)  
 Town Of Newcastle M.O.R. Bk.A, Pg.36(4Th.)  
 Survey M.O.R. Bk.18, Pg.96, No.2658  
 Parcel M.O.R. Bk.33, Pg.73, No. DPM 2006-0433  
 Survey M.O.R. Bk.19, Pg.11, No. 2710



10-07-2016  
 09-29-2016  
 03-18-2015  
 01-26-2007  
 02-26-2002  
 Page Redrawn Per SKS

SEC.24 T.12N., R.7E.

SEC.19 T.12N., R.7E.

NOTE All distances on curved lines are chord measurements.

NOTE

This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or establish precedence over local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

Assessor's Map Bk.40 Pg.17  
 County of Placer, Calif.

NOTE  
 Assessor's Block Numbers Shown in Ellipses.  
 Assessor's Parcel Numbers Shown in Circles.



**Parcel Report for**  
**040-175-006-000 9211 CYPRESS ST**

**Parcel Information**

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Land Use Description	MISC. PUBLIC BUILDINGS
Assessment Description	FR SEC 19 12 8
Land Value	0
Structure Value	0
Acres	0.09

**Districts**

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High School District	PLACER UNION HIGH SCHOOL DISTRICT
Elementary School District	NEWCASTLE ELEMENTARY SCHOOL DISTRICT
Fire District	NEWCASTLE FPD
Park District	N/A
Sewer District	N/A
Utility District	SOUTH PLACER MUD-4
Water District	N/A

**Administrative**

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Tax Rate Area	081002
NPDES Area	
CLCA (Williamson Act Lands)	N/A
Dry Creek Fee Area	
Traffic Fee District	Newcastle / Horseshoe Bar

**Political**

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Board of Supervisor District	SUPERVISORIAL DISTRICT 3
City/County	
Sphere of Influence	N/A
Municipal Advisory Council Area	Newcastle/Ophir Municipal Advisory Council

## Planning

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Zoning	C2-Dc
General Plan Land Use	General Commercial
Community Plan Area	Placer County General Plan
Stream Setback	N/A
	N/A
	N/A
Airport Overflight Zone	N/A
Tree Ordinance Area	Area2
Fire Severity Zone	SRA Moderate
Floodplain Zone	N/A

## Links

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[View Related Permit Documents](#)

[Permit Records](#)

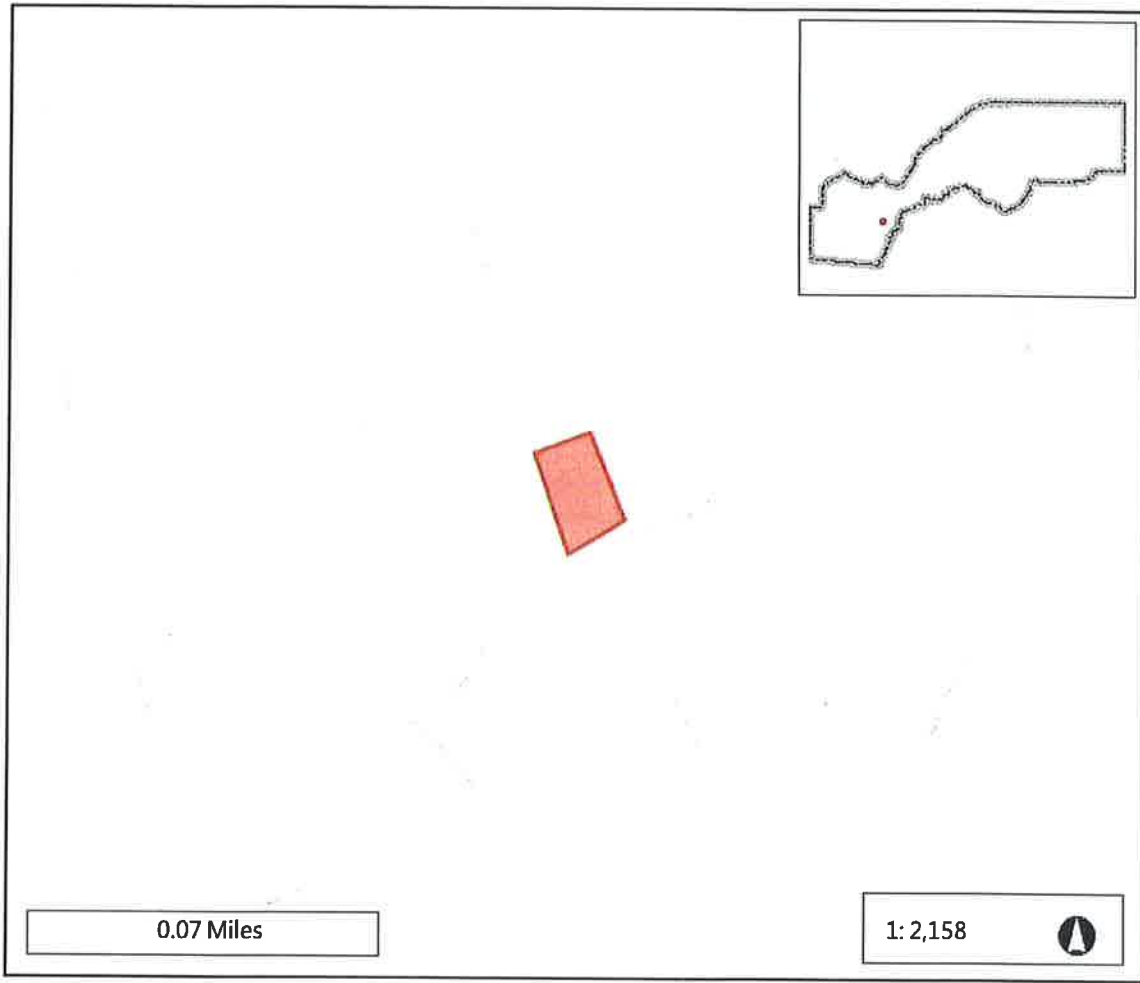
[Assessor's Map](#)

[Property Assessment Information](#)

[Property Tax Information](#)

[Zoning Description](#)

# Parcel Map



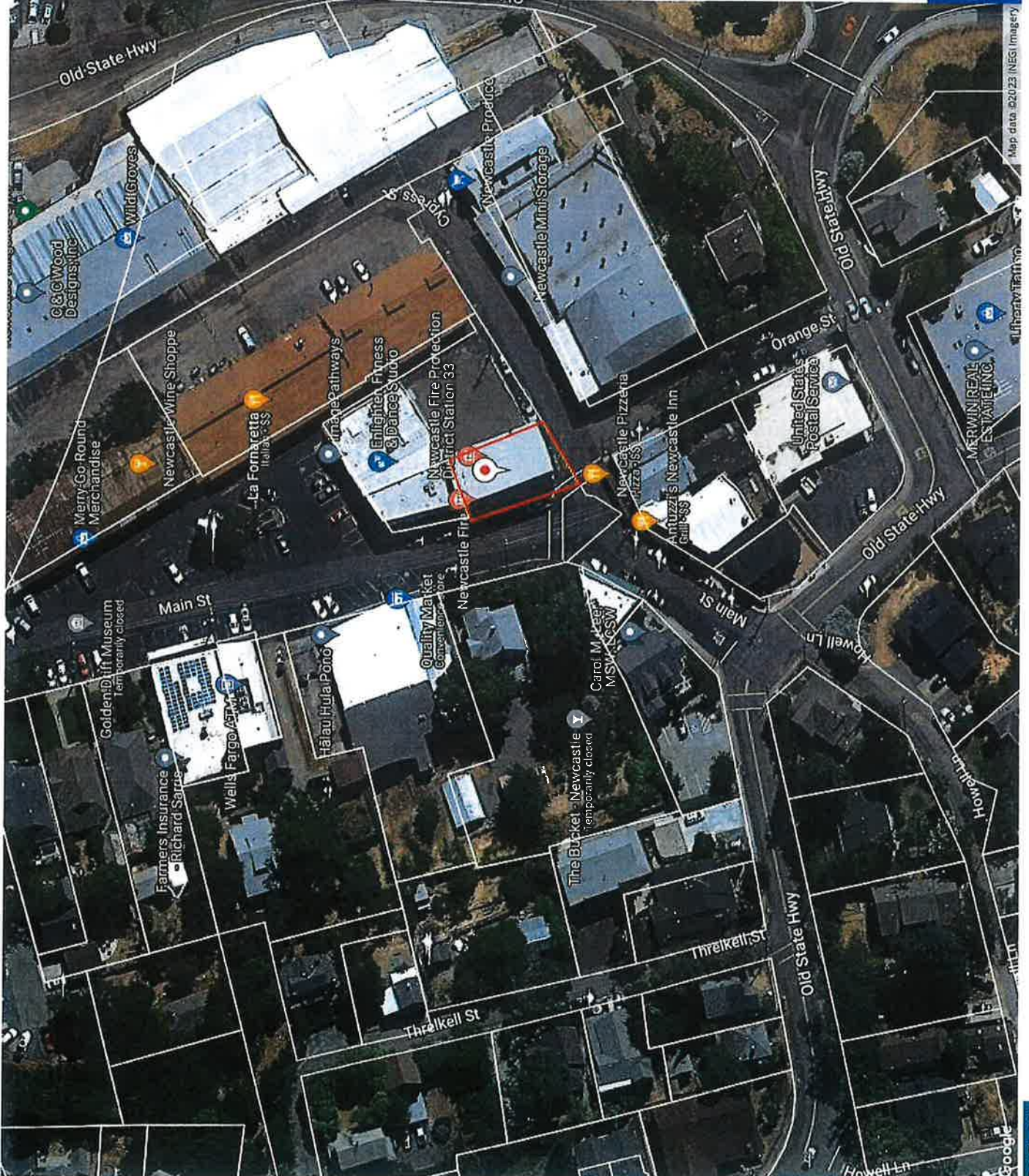
**Property Data**

APN  
040-175-006-000  
Owner Name  
NEWCASTLE FIRE DIST  
Parcel Status Address  
9211 CYPRESS ST  
NEWCASTLE, CA 95659-9390  
Owner Mailing Address  
PO BOX 262, NEWCASTLE, CA  
95658-0262

Deed ID  
[no data]  
Deed Date  
[no data]  
Year Built  
1853

Land Value Assessed  
[no data]  
Improvement Value Assessed  
[no data]  
Total Value Assessed  
[no data]

Parcel Size  
3,918 SF  
Site Use Code  
95659  
Land Use Class  
EXEMPT  
Land Use Code  
9110



Title Information  
Assessor Parcel Map

## QUALIFICATIONS of JAMES A. HARDEY, MAI

**NAME:** James A. Hardey, MAI  
Owner, Hardey/ Associates, Inc.  
101 Orange Street, Auburn, California 95603  
(530) 886-8350 fax (503) 886-8405

### **EDUCATION AND DEGREES:**

- Graduate of Pacific Coast Banking School, Seattle, Washington (1994)
- University of California, Davis, California, Bachelor of Science in Agricultural Economics and Business Management (1978)
- National University (attended courses 1984)

### **PROFESSIONAL DESIGNATIONS/CERTIFICATIONS:**

- 1997 Certified General Appraiser, State of California, No. AG004586  
Current to **12-08-2024**
- 1985 MAI (**Member Appraisal Institute**) Certificate No. 7277 American Institute of Real Estate Appraisers, Appraisal Institute. Currently completed Continuing Education Program thru **12/31/2027**.
- 2002 Passed **Uniform Standards for Federal Land Acquisitions** (USFLA) August 2022
- 2019 Passed **Uniform Standards for Federal Land Acquisitions** (USFLA) June 2019

### **APPRAISAL ASSOCIATIONS:**

- 1999 Past President, Sacramento Sierra Chapter, Appraisal Institute
- 1998 President, Sacramento Sierra Chapter, Appraisal Institute
- 1997 Vice President, Sacramento Sierra Chapter, Appraisal Institute
- 1996 Secretary/Treasurer, Sacramento Sierra Chapter, Appraisal Institute
- 1993 Member, Board of Directors, Sacramento Sierra Chapter, Member Admissions
- 1992 Member, Board of Directors, Sacramento Sierra Chapter, Chairman Admissions
- 1991 Member, Board of Directors, Sierra Nevada Chapter, AIREA
- 1989 Chairman, Education Committee, Sierra Nevada Chapter, AIREA

### **WORK EXPERIENCE:**

- June 2000 **Owner-Hardey/Associates, Inc.**
- December 1997 **Placer Sierra Bank, VP, Chief Appraiser**
- 1992 to 1997 **U.S. Bancorp Real Estate Appraisal Division, Roseville, California**  
Vice President/Regional Manager
- 1987 to 1992 **Heart Federal Savings Bank, Auburn, California**  
Vice President/Chief Appraiser
- 1986 to 1987 **Commerce Savings Bank, Sacramento, California**  
Senior Appraiser
- 1984 to 1986 **Farm Credit Banks, Banks for Cooperatives District 11, Sacramento, California, Staff Appraiser**
- 1978 to 1984 **U.S. Bureau of Reclamation, Department of the Interior Mid-Pacific Region, Sacramento, California, Staff Appraiser**

## APPRAISAL CLASSES/SEMINARS:

Survey Research and 1A Basic Appraisal Principles  
Methods and Techniques: 1B-1, 1B-2, and 1B-3 Capitalization Theory and Techniques  
Advanced Income Capitalization –Course 510  
Case Studies  
Valuation Analysis and Report Writing  
Standards of Professional Appraisal Practice, Part A and Part B  
Rural Valuation and Industrial Valuation  
Market Analysis- Subdivision Analysis  
Analyzing Operating Expenses- Understanding Limited Appraisals  
The Complete Review Seminar- Condemnation Appraising 720  
Motel/Hotel Valuation- Scope of Work Seminar  
Appraising Distressed Commercial Real Estate  
Attacking & Defending an Appraisal in Litigation  
Uniform Appraisal Standards for Federal Land Acquisitions 2012  
An Introduction to Valuing Commercial Green Buildings  
IRS Valuation Summit II  
Forecasting Revenue  
Tahoe Litigation Conference  
2019 Spring Litigation Conference  
2019 Valuemetrics and Solving Land Valuation Puzzles

### **JAMES A. HARDEY, MAI** **Independent Fee Appraiser**

James A. Hardey is an Independent Fee Appraiser with an office in Auburn California. He has been actively engaged in real estate analysis and appraisal since 1978. He is a Member (MAI) of the Appraisal Institute. Prior to establishing his own company he was associated and employed as a Vice President/Chief Appraiser with three financial banks, Heart Federal Savings Bank, US Bancorp, and Placer Sierra Bank for a period of 10 years. Prior to this period, he was associated and employed by two governmental agencies, US Bureau of Reclamation and Farm Credit Banks, headquartered in Sacramento, California. He has completed a broad range of analysis and appraisal assignments of investment grade real estate and income producing real estate. Assignments include but were not limited to: apartments, office properties, retail centers, warehouse buildings, senior care facilities, self-storage facilities, hospitality properties, subdivisions and condominiums, a wide variety of land assignments ranging from development land, cattle grazing, vineyard, and timberlands; and a variety of smaller commercial projects throughout Northern California. Other past assignments include a wide variety of agricultural farms, irrigated field crop, orchards, recreational property, agri-industrial properties of special use, and right of way assignments. Additional assignments involve a wide array of properties subject to federal estate tax and IRS review. He has served as a mediator or court appointed referee and consultant for litigation purposes, and has testified in Nevada County Superior Court. Several appraisal reports have been used at arbitration hearings and court matters, including Diminution of Value assignments. Mr. Hardey, MAI has been active appraising full time in Placer, Nevada, Colusa, Sutter, Butte, Counties since 2001-2002 as an independent fee appraiser.

## **PARTIAL CLIENT LIST**

A partial list of clients includes:

- **Financial Institutions and Banks**

**Bank of the West**  
**Bay View Financial**  
**Community 1<sup>st</sup> Bank**  
**Comerica Bank**  
**Five Star Bank**  
**Gold Country Bank**  
**JP Morgan Chase Bank**  
**Plumas Bank**  
**Premier West Bank**  
**Umpqua Bank**  
**North Valley Bank**  
**River Valley Community Bank**  
**Redding Bank of Commerce**  
**Sacramento Bank of Commerce**  
**Tehama Bank**  
**Tri Counties Bank**  
**US Bancorp**  
**Wells Fargo Bank**

- **Governmental Institutions, Private Individuals, and Attorneys**

**City of Auburn**  
**City of Grass Valley**  
**City of Chico**  
**Sierra County**  
**Nevada County Assessor**  
**Center for the Arts**  
**South Yuba Club**  
**First American Title Insurance**  
**Fidelity National Law Group**  
**Mark Smith, Summit Business Advisors**  
**Alex and George Duff**  
**Jan Haldeman, Haldeman Homes**  
**Richard Azevedo**  
**Paul Aronowitz, Attorney at Law**  
**Tom Propp, CPA and Debbie Christensen, CPA**  
**Auburn Union School District**  
**Margaret Heinser Fulton, Attorney at Law**  
**Dayton Law Firm**  
**California Home Improvement Program (C.H.I.P.)**  
**Rural Community Assistance Corporation**  
**US Department of Veterans Administration**  
**USDA Rural Development**  
**Placer Land Trust**





Business, Consumer Services & Housing Agency  
**BUREAU OF REAL ESTATE APPRAISERS**  
**REAL ESTATE APPRAISER LICENSE**

**James A. Hardey**

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

“Certified General Real Estate Appraiser”

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 004586

Effective Date: December 9, 2022  
Date Expires: December 8, 2024

  
Angela Jemmott, Bureau Chief, BREA

3068605

## Gillian Lofrano

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**From:** Lance Jordan <ljordan@irr.com>  
**Sent:** Tuesday, January 3, 2023 11:30 AM  
**To:** glofrano@placerhillfire.org  
**Subject:** FW: 9211 Cypress Avenue, Newcastle

Hi Gillian,

I misspelled your email address for the proposal below. My apologies. Please see email attached immediately below.

**Lance Jordan, MAI**  
Managing Director  
Integra Realty Resources  
590 Menlo Drive, Suite 1, Rocklin, CA 95765  
T 916.435.3883 ext. 232 | C 916.835.3113  
[ljordan@irr.com](mailto:ljordan@irr.com) | [www.irr.com/sacramento](http://www.irr.com/sacramento) | [IRR Viewpoint](#)

**From:** Lance Jordan  
**Sent:** Tuesday, January 03, 2023 11:17 AM  
**To:** 'pieshape1@gmail.com' <pieshape1@gmail.com>; 'glofranco@placerhillfire.org' <glofranco@placerhillfire.org>  
**Cc:** Nelson Wong <nwong@irr.com>  
**Subject:** 9211 Cypress Avenue, Newcastle

Dear Jim and Gillian,

This email is to serve as my proposal to appraise the decommissioned Newcastle Fire Station at the above referenced address.

After considering the subject property and the intended use of the appraisal, my fee to appraise this property would be \$4,900 and I can deliver the report within four weeks of your authorization to proceed. The fixed fee includes one hour of consultation subsequent to delivery of the appraisal to answer any questions or concerns you, or any other intended users, may have.

During the appraisal process, I would necessarily develop the sales comparison approach to value, comparing the subject to downtown buildings purchased for reuse, or redevelopment, in small foothill and Sacramento Valley communities. Given the age, past use of the subject, and the fact there are plans or costs for reuse, I do not believe the cost or income capitalization approaches to value would be relevant to the valuation. The majority of the work with this appraisal would be speaking with market participants in these downtown areas and thoroughly inspecting the comparables for analysis.

Let me know if this proposal prompts any questions or concerns. And please let me know if you have decided to select another appraiser.

If you would like to move forward, please provide the following and I will prepare the engagement letter:

1. Client personal name:
2. Client business name:
3. Client address:
4. Client phone number:
5. Client email address:

6. Intended users - please list all parties that will be relying on this report:
7. Intended use of the appraisal:

Thank you.

**Lance Jordan, MAI**  
Managing Director  
**Integra Realty Resources**  
590 Menlo Drive, Suite 1, Rocklin, CA 95765  
T 916.435.3883 ext. 232 | C 916.835.3113  
[ljordan@irr.com](mailto:ljordan@irr.com) | [www.irr.com/sacramento](http://www.irr.com/sacramento) | [IRR Viewpoint](#)



# NEWCASTLE FIRE PROTECTION DISTRICT BOARD OF DIRECTORS

*Lawrence Bettencourt, Jonita Elder, Robin Enos, James Heisterkamp, William Kahrl, Fire Chief Ian Gow*

## RESOLUTION NO. 23-01

### RESOLUTION OF THE BOARD OF DIRECTORS OF THE NEWCASTLE FIRE PROTECTION DISTRICT TO ACCEPT THE NEWCASTLE FIRE STATION PROJECT

**WHEREAS**, the Newcastle Fire Protection District contracted with CNW Construction Inc. to construct a new fire station at 9350 Old State Highway, Newcastle CA; and

**WHEREAS**, the contract between Newcastle Fire Protection District and CNW Construction Inc. has been successfully completed;

**NOW, THEREFORE BE IT RESOLVED THAT**, the Board of Directors of the Newcastle Fire Protection District, in regular session, assembled on this eighteenth day of January, 2023, hereby accepted the Newcastle Fire Station Project.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

Signed: \_\_\_\_\_

William Kahrl, Board President

Attest: \_\_\_\_\_

Jim Heisterkamp, Board Secretary