

OROVILLE CONVENTION CENTER

Regular Board Meeting September 24, 2024 1200 Meyers Street Oroville, CA 95965

OUR MISSION: We will provide and maintain quality parks, recreation experiences, and related facilities and programs for all residents of the District in a fiscally sustainable manner that compliments the natural resources and cultural heritage of our community.

AGENDA

Closed Session at 5:00 PM, Open Session Immediately Following

Written comments must be sent to <u>KendyleA@frrpd.com</u> 1-hour prior to the meeting to be presented to the Board. If you need a special accommodation to participate in this meeting, please contact (530) 533-2011.

CALL MEETING TO ORDER

ROLL CALL

Chairperson Scott "Kent" Fowler Vice-Chairperson Greg Passmore Director Devin Thomas Director Clarence "Sonny" Brandt Director Shannon DeLong

PLEDGE OF ALLEGIANCE MISSION STATEMENT

PUBLIC COMMENT

The Board will invite anyone in the audience wishing to address the Board, on a matter not listed on the agenda, to state your name for the record and make your presentation. You are limited to three (3) minutes. The Board cannot take any action except for a brief response by the Board or staff to a statement or question relating to a non-agenda item.

CLOSED SESSION

1. Pursuant to Government Code Section 54957: Personnel Exemption: General Manager Review

CONSENT AGENDA

Items listed on the Consent Agenda are considered routine and will be enacted, approved, or adopted by one motion unless a request for removal or explanation is received from a Board member, staff, or member of the public. Items removed shall be considered immediately following the adoption of the Consent Agenda.

- 1. August 27, 2024 Regular Board Meeting Minutes (Appendix A)
- 2. August 2024 Financials (Appendix B)
- 3. September 18, 2024 Special Board Meeting Minutes (Appendix C)

Consent Agenda Motion:

Vote:

ACTION ITEMS

1. YMCA Sublease (Appendix D)

The Board may consider entering into a Commercial Sublease agreement with the YMCA of Superior CA for shared use of the Downtown Oroville Convention Center located at 1200 Myers Street.

Motion:			
Vote:			

2. Oroville Rhinos Facility Use Agreement (Appendix E)

The Board may consider renewing the Memorandum of Understanding between Oroville Rhinos Football and Cheer and the Feather River Recreation and Park District for the use of fields at the Nolan Baseball Complex for youth football and cheer practices for the 2024 season.

Motion:

Vote:

3. Las Plumas Thunderbirds Facility Use Agreement (Appendix F)

The Board may consider renewing the Memorandum of Understanding between Las Plumas Thunderbirds Football and Cheer and the Feather River Recreation and Park District for the use of fields at the Nelson Sports Complex for youth football and cheer practices for the 2024 season.

Motion:

Vote:

DIRECTOR & COMMITTEE REPORTS, MANAGER & STAFF REPORTS (Appendix G)

UNFINISHED BUSINESS

1. SCI Consulting Proposal for Special Tax Consulting and Levy Administration Services for the Feather River Recreation and Park District CFD No. 2022-01 (Park Maintenance) Special Tax (Appendix H) Staff is requesting the Board consider renewing the Levy Administration Services agreement with SCI Consulting Group.

BOARD ITEMS FOR UPCOMING AGENDA(S)

ADJOURNMENT



Regular Board Meeting August 27, 2024

ACTIVITY CENTER

1875 Feather River Blvd. Oroville, CA 95965

OUR MISSION: We will provide and maintain quality parks, recreation experiences, and related facilities and programs for all residents of the District in a fiscally sustainable manner that compliments the natural resources and cultural heritage of our community.

DRAFT MINUTES OPEN SESSION 5:30 PM

Written comments must be sent to <u>KendyleA@frrpd.com</u> 1-hour prior to the meeting to be presented to the Board. If you need a special accommodation to participate in this meeting, please contact (530) 533-2011.

MEETING CALLED TO ORDER AT 5:31PM

ROLL CALL

Chairperson Scott "Kent" Fowler
Vice-Chairperson Greg Passmore
Director Devin Thomas
Director Clarence "Sonny" Brandt
Director Shannon DeLong

Present
Present
Absent

PLEDGE OF ALLEGIANCE MISSION STATEMENT

PUBLIC COMMENT

The Board will invite anyone in the audience wishing to address the Board, on a matter not listed on the agenda, to state your name for the record and make your presentation. You are limited to three (3) minutes. The Board cannot take any action except for a brief response by the Board or staff to a statement or question relating to a non-agenda item.

CONSENT AGENDA

Items listed on the Consent Agenda are considered routine and will be enacted, approved, or adopted by one motion unless a request for removal or explanation is received from a Board member, staff, or member of the public. Items removed shall be considered immediately following the adoption of the Consent Agenda.

- 1. July 23, 2024 Regular Board Meeting Minutes
- 2. July 30, 2024 Special Board Meeting Minutes
- 3. August 7, 2024 Special Board Meeting Minutes
- 4. July 2024 Financials

Director Thomas made a motion to approve the consent agenda.

Director Brandt seconded the motion.

*The motion to approve the consent agenda passed with a unanimous vote.

ACTION ITEMS

Resolution 2038-24: A Resolution Of The Board Of Directors Of The Feather River Recreation And Park
District Recognizing Estela Valencia For Her Years Of Service And Contributions To Feather River
Recreation and Park District

Staff is requesting the Board approve Resolution 2038-24 to recognize Estela Valencia's years of service. Director Passmore made a motion to approve Resolution 2038-24.

Director Brandt seconded the motion.

*The motion to approve Resolution 2038-24 passed with a unanimous vote.

2. SCI Consulting Proposal for Special Tax Consulting and Levy Administration Services for the Feather River Recreation and Park District CFD No. 2022-01 (Park Maintenance) Special Tax

Staff is requesting the Board consider renewing the Levy Administration Services agreement with SCI Consulting Group.

Director Brandt made a motion to table the agenda item to the next regular board meeting. Director Thomas seconded the motion.

*The motion to table the agenda item passed with a unanimous vote.

3. Allocation of Funds For New ATV

Staff is requesting the Board to allocate up to \$10,000 for the purchase of a new ATV. Director Passmore made a motion to approve the allocation of funds.

Director Brandt seconded the motion.

*The motion to approve the allocation of funds passed with a unanimous vote.

DIRECTOR & COMMITTEE REPORTS, MANAGER & STAFF REPORTS

1. Correspondence regarding the 2022 MOU with the City of Oroville regarding Security Light Installation and Maintenance at Bedrock Tennis Courts.

UNFINISHED BUSINESS

BOARD ITEMS FOR UPCOMING AGENDA(S)

MEETING ADJOURNED AT 6:26PM

FEATHER RIVER RECREATION & PARK DISTRICT PROFIT AND LOSS BUDGET PERFORMANCE

MONTH OF AUGUST	ACTUAL	BUDGET	OVER/UNDER	PERCENT OF	YEAR TO DATE	YEAR TO DATE	OVER/UNDER	PERCENT OF	TOTAL ANNUAL
- Month of Addd31	ACTORE		BUDGET	MONTHLY	ACTUAL (YTD)	(YTD) BUDGET	YTD BUDGET	YEAR TO DATE	BUDGET
		0	rdinary Income/E	xpense					
4000000 PROPERTY TAY REVENUE			Income						2 420 000 00
4000000 · PROPERTY TAX REVENUE									2,438,000.00
4000001 · PROPERTY TAX INTEREST REVENUE									26,000.00
4000002 · BAD TAX REVENUE									377,015.00
4000003 · BAD TAX INTEREST REVENUE									2,500.00
4001000 · PROGRAM REVENUE									
4001001 · RECREATION REVENUE	3,666.00	7,500.00	(3,834.00)	48.88%		15,000.00	(9,602.00)		90,000.00
4001002 · RENTAL REVENUE	2,651.00	8,000.00	(5,349.00)	33.14%		14,400.00	(6,310.00)		65,000.00
4001003 · AQUATIC REVENUE	2,665.00	6,400.00	(3,735.00)	41.64%		19,600.00	(6,938.22)		40,000.00
4001004 · YOUTH ACTIVITY REVENUE	7,460.99	1,666.66	5,794.33	447.66%		3,333.32	12,923.77	487.72%	20,000.00
4001005 · EVENT REVENUE	475.00		475.00	100.0%	535.00		535.00	100.0%	15,000.00
4001006 · EMPLOYEE DISCOUNT									
4001007 · RECDESK REFUND	(552.00)				(3,174.00)				
4001009 · REFUNDABLE CLEANING DEPOSIT	(75.00)				(1,050.00)				
Total Income	16,290.99	23,566.66	(7,275.67)	69.13%	38,717.87	52,333.32	(13,615.45)	73.98%	3,073,515.00
Gross Profit	16,290.99	23,566.66	(7,275.67)	69.13%	38,717.87	52,333.32	(13,615.45)	73.98%	3,073,515.00
			Expense						
5000000 · PAYROLL EXPENSES									
5000001 · WAGES & SALARIES	94,274.46	100,822.29	(6,547.83)	93.51%	176,417.90	201,644.58	(25,226.68)	87.49%	1,120,470.05
5000002 · EMPLOYER TAXES	7,862.01	9,181.92	(1,319.91)	85.63%	14,788.08	18,363.84	(3,575.76)	80.53%	106,603.79
5000003 · EMPLOYEE BENEFITS	16,355.04	18,447.93	(2,092.89)	88.66%	31,143.74	36,895.86	(5,752.12)	84.41%	215,634.16
5000004 · WORKERS COMP	5,119.15		5,119.15	100.0%	10,128.13	18,323.00	(8,194.87)	55.28%	73,292.00
Total 5000000 · PAYROLL EXPENSES	123,610.66	128,452.14	(4,841.48)	96.23%	232,477.85	275,227.28	(42,749.43)	84.47%	1,516,000.00
5001000 · GASB 68 BENEFIT EXPENSE		7,512.84	(7,512.84)			15,025.68	(15,025.68)		90,154.00
5002000 · GASB 68 VALUATION AUDITOR ADJ.									
5004000 · MARKETING		416.66	(416.66)		260.94	833.32	(572.38)	31.31%	5,000.00
5006000 · FEES									
5007000 · CHARITABLE CONTRIBUTIONS									
5008000 · COPYING & PRINTING	280.09	291.66	(11.57)	96.03%	572.79	583.32	(10.53)	98.2%	3,500.00
5009000 · DEPRECIATION									
5010000 · PRE-EMPLOYMENT	2,262.00	191.66	2,070.34	1,180.22%	2,362.00	383.32	1,978.68	616.2%	2,300.00
5011000 · MEMBERSHIPS & SUBSCRIPTIONS		1,000.00	(1,000.00)		3,250.00		250.00	108.33%	35,000.00
5012000 · EDUCATION & DEVELOPMENT		1,666.66	(1,666.66)		540.00		(2,793.32)		20,000.00
5013000 · EQUIPMENT RENTAL	570.41	916.66	(346.25)	62.23%			(1,175.16)		11,000.00
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PROFIT AND LOSS BUDGET PERFORMANCE

			OVER/UNDER	PERCENT OF		YEAR TO DATE	OVER/LINDER	PERCENT OF	TOTAL ANNUAL
MONTH OF AUGUST	ACTUAL	BUDGET	BUDGET	MONTHLY		(YTD) BUDGET	•	YEAR TO DATE	BUDGET
5014000 · EQUIPMENT, TOOLS & FURN (<\$5K)						•			
5014001 · OPERATING ET&F		291.66	(291.66)			583.32	(583.32)		3,500.00
5014002 · PROGRAM ET&F		625.00	(625.00)			1,250.00	(1,250.00)		7,500.00
5014003 · SITE/SHOP ET&F	7,050.00	5,000.00	2,050.00	141.0%	7,050.00	12,000.00	(4,950.00)	58.75%	46,000.00
5014004 · IT COMPUTER/HARDWARETECHNOLOGY						15,000.00	(15,000.00)		15,000.00
5014005 · IT COMPUTER/SOFTWARE TECHNOLOGY	3,172.00	4,000.00	(828.00)	79.3%	10,142.00	8,000.00	2,142.00	126.78%	48,000.00
Total 5014000 · EQUIPMENT, TOOLS & FURN (<\$5K)	10,222.00	9,916.66	305.34	103.08%	17,192.00	36,833.32	(19,641.32)	46.68%	120,000.00
5015000 · INSURANCE					59,882.00	67,500.00	(7,618.00)	88.71%	135,000.00
5016000 · INTEREST EXPENSE - OPERATING	813.60	333.34	480.26	244.08%	927.26	666.68	260.58	139.09%	4,000.00
5018000 · POSTAGE & DELIVERY		83.34	(83.34)		407.00	166.68	240.32	244.18%	1,000.00
5019000 · PROFESSIONAL & OUTSIDE SERVICES									
5019001 · ANNUAL AUDIT									30,000.00
5019002 · BANDS						300.00	(300.00)		4,425.00
5019003 · BOARD STIPENDS	1,800.00	2,000.00	(200.00)	90.0%	3,800.00	4,000.00	(200.00)	95.0%	24,000.00
5019004 · RECREATION INSTRUCTORS									
5019005 · LEGAL		2,000.00	(2,000.00)		2,730.00	4,000.00	(1,270.00)	68.25%	24,000.00
5019006 · CONTRACT JANITORIAL	6,400.00	7,916.66	(1,516.66)	80.84%	12,800.00	15,833.32	(3,033.32)	80.84%	95,000.00
5019007 · OTHER OUTSIDE LABOR		2,500.00	(2,500.00)			5,000.00	(5,000.00)		30,000.00
5019008 · OUTSIDE ADMIN.CONSULTING									
Total 5019000 · PROFESSIONAL & OUTSIDE SERVICES	8,200.00	14,416.66	(6,216.66)	56.88%	19,330.00	29,133.32	(9,803.32)	66.35%	207,425.00
5020000 · REIMBURSEMENT EXPENSE									
5020001 · STAFF REIMBURSEMENT									
5020002 · MILEAGE REIMBURSEMENT	77.29		77.29	100.0%	180.91		180.91	100.0%	
Total 5020000 · REIMBURSEMENT EXPENSE	77.29		77.29	100.0%	180.91		180.91	100.0%	
5021000 · RENT		2,500.00	(2,500.00)			5,000.00	(5,000.00)		30,000.00
5022000 · REPAIRS & MAINTENANCE									
5022001 · BUILDING R&M	25.71	916.66	(890.95)	2.81%	32.12	1,833.32	(1,801.20)	1.75%	11,000.00
5022002 · EQUIP REPAIRS & SMALL TOOLS	1,917.23	1,454.55	462.68	131.81%	6,249.02	18,454.55	(12,205.53)	33.86%	33,000.00
5022004 · GROUNDS R&M	1,227.31	9,166.66	(7,939.35)	13.39%	8,194.66	18,333.32	(10,138.66)	44.7%	110,000.00
5022005 · JANITORIAL SUPPLIES	1,804.02	1,333.34	470.68	135.3%	2,664.12	2,666.68	(2.56)	99.9%	16,000.00
5022006 · VANDALISM REPAIR	1,528.88	1,833.33	(304.45)	83.39%	1,769.05	3,666.66	(1,897.61)	48.25%	22,000.00
5022007 · VEHICLE R&M	1,212.73	916.67	296.06	132.3%	1,224.46	1,833.34	(608.88)	66.79%	11,000.00
5022008 · AQUATICS POOL R&M	5,159.61	2,083.34	3,076.27	247.66%	14,290.26	4,166.68	10,123.58	342.97%	25,000.00
5022009 · OUTSIDE CONTRACTOR/SERVICES R&M	24,711.00	12,500.00	12,211.00	197.69%	58,369.07	25,000.00	33,369.07	233.48%	150,000.00
Total 5022000 · REPAIRS & MAINTENANCE	37,586.49	30,204.55	7,381.94	124.44%	92,792.76	75,954.55	16,838.21	122.17%	378,000.00
5023000 · SECURITY		1,666.66	(1,666.66)		102.00	3,333.32	(3,231.32)	3.06%	20,000.00
5025000 · CONSUMABLES									

PROFIT AND LOSS BUDGET PERFORMANCE

MONTH OF AUGUST ACTUAL BUDGET OVER/UNDER PERCENT OF YEAR TO DATE YEAR TO DATE OVER/UNDER	PERCENT OF	TOTAL ANNUAL
BUDGET MONTHLY ACTUAL (YTD) (YTD) BUDGET YTD BUDGET	YEAR TO DATE	BUDGET
5025001 · DISTRIST CLOTHING 666.66 (666.66) 388.04 1,333.32 (945.28)	29.1%	8,000.00
5025002 · OFFICE SUPPLIES 116.78 416.66 (299.88) 28.03% 2,116.78 833.32 1,283.46	254.02%	5,000.00
5025003 · UNION ALLOWANCE 125.00 (125.00) 250.00 (250.00)		1,500.00
5025004 · PROGRAM FOOD 150.00 (150.00) 85.11 300.00 (214.89)	28.37%	1,800.00
5025005 · PROGRAM SUPPLIES 130.25 808.33 (678.08) 16.11% 2,213.97 1,616.66 597.31	136.95%	9,700.00
5025006 · SAFETY SUPPLIES 238.36 166.66 71.70 143.02% 714.48 333.32 381.16	214.35%	2,000.00
5025007 · STAFF SUPPLIES 250.00 (250.00) 73.40 500.00 (426.60)	14.68%	3,000.00
5025008 · VOLUNTEER SUPPLIES 166.66 (166.66) 333.32 (333.32)		2,000.00
Total 5025000 · CONSUMABLES 485.39 2,749.97 (2,264.58) 17.65% 5,591.78 5,499.94 91.84	101.67%	33,000.00
5026000 · TAXES, LIC., NOTICES & PERMITS 4,229.03 208.33 4,020.70 2,029.97% 7,229.03 416.66 6,812.37	1,735.0%	2,500.00
5027000 · INTERNET AND TELECOMMUNICATIONS 1,607.06 3,333.34 (1,726.28) 48.21% 3,135.63 6,666.68 (3,531.05)	47.03%	40,000.00
5028000 · FUEL, TRAVEL AND MEALS		
5028001 · AIR, LODGING, OTHER TRAVEL		
5028002 · DIESEL 585.00 (585.00) 478.45 1,170.00 (691.55)	40.89%	7,000.00
5028003 · RED DIESEL 250.00 (250.00) 113.92 500.00 (386.08)	22.78%	3,000.00
5028004 · GASOLINE 2,500.00 (2,500.00) 1,685.94 5,000.00 (3,314.06)	33.72%	30,000.00
5028005 · MEALS		
Total 5028000 · FUEL, TRAVEL AND MEALS 3,335.00 (3,335.00) 2,278.31 6,670.00 (4,391.69)	34.16%	40,000.00
5029000 · UTILITIES		
5029001 · ELECTRIC 17,205.83 20,600.00 (3,394.17) 83.52% 34,437.11 39,200.00 (4,762.89)	87.85%	174,200.00
5029002 · GARBAGE 2,383.87 3,000.00 (616.13) 79.46% 4,515.85 6,000.00 (1,484.15)	75.26%	36,000.00
5029003 · GAS/PROPANE 222.99 1,000.00 (777.01) 22.3% 445.98 2,000.00 (1,554.02)	22.3%	12,000.00
5029004 · SEWER 300.00 (300.00) 251.40 600.00 (348.60)	41.9%	3,600.00
5029005 · WATER 12,466.44 11,600.00 866.44 107.47% 44,102.04 23,200.00 20,902.04	190.1%	104,200.00
Total 5029000 · UTILITIES 32,279.13 36,500.00 (4,220.87) 88.44% 83,752.38 71,000.00 12,752.38	117.96%	330,000.00
5031000 · DEBT INTEREST 15,577.62 5,951.61 9,626.01 261.74% 20,213.58 11,903.22 8,310.36	169.82%	17,854.83
Total Expense 237,800.77 251,647.74 (13,846.97) 94.5% 553,136.38 620,963.93 (67,827.55)	89.08%	3,041,733.83
Net Ordinary Income (221,509.78) (228,081.08) 6,571.30 97.12% (514,418.51) (568,630.61) 54,212.10	90.47%	31,781.17
Other Income/Expense		
Other Income		
8000000 · GRANT EXPENDITURES REVENUE		
8001001 · IMPACT FEE COUNTY PARKLANDS 873.74		
8001002 · IMPACT FEE COUNTY PUBLIC USE 121.66 121.66		
8001003 · IMPACT FEE COUNTY AQUATICS 110.60 110.60		
8001007 · COUNTY - INTEREST APPORTIONMENT		
8002002 · SPONSORSHIP REVENUE 1,000.00 833.33 166.67 120.0% 1,000.00 1,666.66 (666.66)	60.0%	10,000.00
8002003 · DONATIONS REVENUE 416.66 (416.66) 509.60 833.32 (323.72)	61.15%	5,000.00

PROFIT AND LOSS BUDGET PERFORMANCE

MONTH OF AUGUST	ACTUAL	BUDGET	OVER/UNDER	PERCENT OF	YEAR TO DATE	YEAR TO DATE	OVER/UNDER	PERCENT OF	TOTAL ANNUAL
MONTH OF AUGUST			BUDGET	MONTHLY	ACTUAL (YTD)	(YTD) BUDGET	YTD BUDGET	YEAR TO DATE	BUDGET
8002005 · OTHER REVENUE									
8003000 · INSURANCE PROCEEDS									
Total Other Income	2,106.00	1,249.99	856.01	168.48%	2,615.60	2,499.98	115.62	104.63%	15,000.00
Net Other Income	2,106.00	1,249.99	856.01	168.48%	2,615.60	2,499.98	115.62	104.63%	15,000.00
Net Income	(219,403.78)	(226,831.09)	7,427.31	96.73%	(511,802.91)	(566,130.63)	54,327.72	90.4%	46,781.17

FEATHER RIVER RECREATION & PARK DISTRICT FIXED ASSET AND LOAN DETAIL

AS OF AUGUST 31, 2024	Date	Source Name	Memo	Amount	Balance
1003000 · RIVERBEND '17 INSUR. DEPOSITORY					268,854
	08/31/2024 G	ENERAL JOURNAL	Interest Earned on Insurance Funds	1,032	269,886
Total 1003000 · RIVERBEND '17 INSUR. DEPOSITORY				1,032	269,886
1006000 · REFINANCE 2015 PREPAID LOAN					19,435
Total 1006000 · REFINANCE 2015 PREPAID LOAN					19,435
1011000 · LAND					627,494
Total 1011000 · LAND					627,494
1012000 · BUILDINGS & IMPROVEMENTS					17,342,044
Total 1012000 · BUILDINGS & IMPROVEMENTS					17,342,044
1013000 · EQUIPMENT & VEHICLES					3,514,820
Total 1013000 · EQUIPMENT & VEHICLES					3,514,820
1014000 · CONSTRUCTION IN PROGRESS					23,460
Total 1014000 · CONSTRUCTION IN PROGRESS					
1014010 · CIP FEATHER RIVER TRAIL FRT99					23,460
Total 1014010 · CIP FEATHER RIVER TRAIL FRT99					23,460
					23,460
2018000 · REFINANCE 2015 EXEMPT BOND A					(1,876,650)
	08/19/2024 B	ANK OF NEW YORK MELLON	2015A PRINCIPAL PAYMENT	62,005	(1,814,645)
Total 2018000 · REFINANCE 2015 EXEMPT BOND A				62,005	(1,814,645)
3007000 · UNDISTRIBUTED DISTRICT EQUITY			-		(3,681,719)
Total 3007000 · UNDISTRIBUTED DISTRICT EQUITY					(3,681,719)
TOTAL				63,037	16,300,775

FEATHER RIVER RECREATION & PARK DISTRICT BALANCE SHEET PRIOR YEAR COMPARISON

AS OF AUGUST 31, 2024	2024	2023	\$ Change	% Change
	ASSETS			
	rent Assets			
Checking/Savings				
1000000 · TREASURY GENERAL FUND 2600	1,387,775.09	1,461,020.90	(73,245.81)	(5.01%)
1000001 · TREASURY GENERAL RESERVE	295,494.00	295,494.00	.=	
1000005 · TREASURY BAD FUND 2610	24,741.22	30,562.46	(5,821.24)	(19.05%)
1001000 · PETTY CASH	1,203.32	236.07	967.25	409.73%
1002000 · MERCHANT DEPOSITORY	43,477.24	39,871.94	3,605.30	9.04%
1003000 · RIVERBEND '17 INSUR. DEPOSITORY	269,885.57	247,432.84	22,452.73	9.07%
1004000 · FIVE STAR BANK - CLEARING ACCT 1006000 · REFINANCE 2015 PREPAID LOAN	31,570.49	10 425 14	31,570.49	100.0%
1007000 · IMPACT FEES COUNTY PARKLANDS	19,435.14	19,435.14	40 262 14	E 400/
1007000 · IMPACT FEES COUNTY PARKLANDS 1007001 · IMPACT FEES COUNTY PUBLIC USE	773,278.42	733,015.28	40,263.14	5.49%
	134,736.61	129,130.35	5,606.26	4.34% 132.94%
1007002 · IMPACT FEES COUNTY AQUATICS 1007003 · IMPACT FEES CITY PARKLANDS	8,930.25	3,833.65	5,096.60	
	94,150.37	100,891.69	(6,741.32)	(6.68%)
1007004 · IMPACT FEES CITY PUBLIC USE 1007005 · IMPACT FEES CITY AQUATICS	14,304.29 13,114.50	14,041.17 12,875.30	263.12 239.20	1.87% 1.86%
Total Checking/Savings	3,112,096.51	3,087,840.79	24,255.72	0.79%
Accounts Receivable	5,112,030.51	3,007,040.73	24,233.72	0.1376
1008000 · ACCOUNTS RECEIVABLE	(1,244.72)	(14,850.82)	13,606.10	91.62%
Total Accounts Receivable	(1,244.72)	(14,850.82)	13,606.10	91.62%
	Current Assets	(14,030.02)	13,000.10	31.0270
1010000 · REFINANCE 2015 PREPAID LOAN 1	current Assets	5,951.63	(5,951.63)	(100.0%)
Total Other Current Assets		5,951.63	(5,951.63)	(100.0%)
Total Current Assets	3,110,851.79	3,078,941.60	31,910.19	1.04%
	red Assets	3,070,341.00	31,910.19	1.04 /0
1011000 · LAND	627,494.00	627,494.00		
1012000 · BUILDINGS & IMPROVEMENTS	17,342,044.28	17,145,125.87	196,918.41	1.15%
1013000 · EQUIPMENT & VEHICLES	3,514,820.06	3,499,615.04	15,205.02	0.43%
1014000 · CONSTRUCTION IN PROGRESS	3,314,020.00	3,433,013.04	13,203.02	0.4370
1014010 · CIP FEATHER RIVER TRAIL FRT99	23,460.41	23,460.41		
Total 1014000 · CONSTRUCTION IN PROGRESS	23,460.41	23,460.41		
1015000 · ACCUMULATED DEPRECIATION	(6,975,276.02)	(6,975,276.02)		
Total Fixed Assets	14,532,542.73	14,320,419.30	212,123.43	1.48%
	her Assets	1 1/320/ 113.30	212,123.13	1.1070
1017001 · GASB 68 VALUATION AUDITOR ADJ.	164,161.00	164,161.00		
Total Other Assets	164,161.00	164,161.00		
TOTAL ASSETS	17,807,555.52	17,563,521.90	244,033.62	1.39%
LIABILI	TIES & EQUITY			
	iabilities			
Curre	ent Liabilities			
Accounts Payable				
2000000 · ACCOUNTS PAYABLE	65,003.74	121,244.83	(56,241.09)	(46.39%)
Total Accounts Payable	65,003.74	121,244.83	(56,241.09)	(46.39%)
Credit Cards				
2003000 · DISTRICT CREDIT CARDS				
2003007 · BOW CC 2709		2,451.50	(2,451.50)	(100.0%)
2003008 · BOW CC 6804		1,757.98	(1,757.98)	(100.0%)
Total 2003000 · DISTRICT CREDIT CARDS		4,209.48	(4,209.48)	(100.0%)
2004000 · DISTRICT SUPPLIER ACCOUNTS			·	·
2004001 · BETTER DEAL EXCHANGE		756.45	(756.45)	(100.0%)
2004003 · WAL-MART		74.45	(74.45)	(100.0%)
			•	
2004004 · HOME DEPOT		7,398.80	(7,398.80)	(100.0%)
2004004 · HOME DEPOT 2004007 · TRACTOR SUPPLY		7,398.80 215.36	(7,398.80) (215.36)	(100.0%)

FEATHER RIVER RECREATION & PARK DISTRICT BALANCE SHEET PRIOR YEAR COMPARISON

Other Current Liabilities 2005000 · PAYROLL LIABILITIES 2005001 · WAGES PAYABLE 21,786.00 21,786.00 21,786.00 2005006 · WORKERS COMP PAYABLE (7,86.16) (39,417.52) 31,631.36 80.25% 2005008 · HEALTH INSURANCE PAYABLE (2,539.03) 10,309.84 (12,848.87) (124.63%) 2005011 · DENTAL INSURANCE PAYABLE (3,442.77) 739.42 (4,182.19) (565.6%) 2005012 · LIFE INSURANCE PAYABLE (202.22) 56.26 (258.48) (459.44%) 2005013 · AFLAC PAYABLE (2,146.88) 1,329.38 (3,476.26) (261.5%) 2005014 · ACCRUED LEAVE PAYABLE 38,494.07 38,494.07 38,494.07 2005.00 2005.00 PAYROLL LIABILITIES · Other 246.94 136.24 110.70 81.25% Total 2005000 · PAYROLL LIABILITIES 44,409.95 33,433.69 10,976.26 32.83% 2007000 · CURRENT DEBT INTEREST DUE (5,951.61) 5,951.61 100.0% Total Current Liabilities 44,409.95 27,482.08 16,927.87 61.6% 2017000 · FORD MOTOR VEHICLE LOAN 47,3	AS OF AUGUST 31, 2024	2024	2023	\$ Change	% Change
2005000 - PAYROLL LIABILITIES 2005001 - WAGES PAYABLE 21,786.00 21,786.00 23,786.00 2005006 - WORKERS COMP PAYABLE (7,786.16) (39,417.52) 31,631.36 80.25% 2005006 - WORKERS COMP PAYABLE (2,539.03) 10,309.84 (12,848.87) (124.63%) 20050011 - DENTAL INSURANCE PAYABLE (2,032.22) 56.26 (3,565.63) 20050012 - LIFE INSURANCE PAYABLE (201.22) 56.26 (25.84.84) (459.44%) 2005013 - AFLAC PAYABLE (2,146.88) 1,329.38 (3,476.26) (261.5%) 2005013 - AFLAC PAYABLE (2,146.88) 1,329.38 (3,476.26) (261.5%) 20050014 - ACCRUED LEAVE PAYABLE (2,146.88) 1,329.38 (3,476.26) (261.5%) 2005000 - PAYROLL LIABILITIES - Other 246.94 136.24 110.70 81.25% 2005000 - PAYROLL LIABILITIES - Other (40.99.5) 33,433.69 10,976.26 33,83% 2007000 - CURRENT DEBT INTEREST DUE (5,951.61) 5,951.61 100.0% 2005000 - PAYROLL LIABILITIES (44.09.95) 33,433.69 10,976.26 33,83% 2007000 - CURRENT DEBT INTEREST DUE (5,951.61) 5,951.61 100.0% 2005000 - PAYROLL LIABILITIES (44.09.95) 27,482.08 16,327.87 (61.6% 2005000 - PAYROLL LIABILITIES (44.09.95) 27,482.08 27,993.08 (79,973.08 28,999.94 (70.00.08 2005000 - PAYROLL LIABILITIES (44.09.95) 22,999.34 (70.00.08 2005000 - PAYROLL LIABILITIES (44.09.95) 22,999.34 (70.00.08 22,999.34 (70.00.08 22,999.34 (70.00.08 22,999.34 (70.00.08 22,999.34 (70.00.08 22,999.34 (70.00.08 22,999.34 (70.00.08 22,999.34 (70.00.08 22,999.34 (70.00.08 22,999.34 (70.00.08 22,999.34 (70.00.08 22,999.34 (70.00.08 22,999.34 (70.00.08 22,999.34 (70.00.08	Total Credit Cards		12,654.54	(12,654.54)	(100.0%)
2005001 - WAGES PAYABLE 21,786.00 21,786.00 2005006 - WORKERS COMP PAYABLE (7,786.16) (39,417.52) 31,631.36 80,25% 2005008 - HEALTH INSURANCE PAYABLE (2,539.03) 10,309.84 (12,848.87) (124,63%) 2005011 - DENTAL INSURANCE PAYABLE (3,442.77) 739.42 (4,182.19) (55,55%) 2005012 - LIFE INSURANCE PAYABLE (2,146.88) 1,329.38 (3,476.26) (251.5%) 2005013 - AFLAC PAYABLE (2,146.88) 1,329.38 (3,476.26) (261.5%) 2005013 - AFLAC PAYABLE (2,146.88) 1,329.38 (3,476.26) (261.5%) 2005014 - ACCRUED LEAVE PAYABLE (2,146.88) 1,329.38 (3,476.26) (261.5%) 2005000 - PAYROLL LIABILITIES - Other 246.94 136.24 110.70 81.25% 2005000 - PAYROLL LIABILITIES - Other 246.99 33,433.69 10.976.26 32.83% 2007000 - CURRENT DEBT INTEREST DUE (5,991.61) (100.0%) (5,991.61) (100.0%) (5,991.61) (100.0%) (5,991.61) (100.0%) (5,991.61) (100.0%) (5,991.61) (100.0%) (2,991.80) (2,999.94) (100.0%) (2,991.80) (2,999.94) (100.0%) (2,999.94) (100.0%) (2,999.94) (100.0%) (2,999.94) (100.0%) (2,999.94) (100.0%) (2,999.94) (100.0%) (2,999.94) (2,999.94) (100.0%) (2,999.94)	Other Cur	rrent Liabilities			
2005006 · WORKERS COMP PAYABLE (7,786.16) (39,417.52) 31,631.36 80.25% 2005008 · HEALTH INSURANCE PAYABLE (2,539.03) 10,309.84 (12,488.87) (12,683%) 2005011 · DENTAL INSURANCE PAYABLE (20,422) 56.56 (25,648) (45,65%) 2005013 · AFLAC PAYABLE (21,468.81) 1,329.38 (3,476.26) (261,53%) 2005014 · ACCRUED LEAVE PAYABLE 38,494.07 38,494.07 38,494.07 38,494.07 38,494.07 41,009.00 20,505.16 59,51.61 5,951.61 6,128.38 2005001 · ACRUED LEAVE PAYABLE 44,409.95 23,433.69 10,076.20 32,83% 2007000 · CURRENT DEBT INTEREST DUE 44,409.95 27,482.08 16,97.87 61,687.80 Total Current Liabilities 44,409.95 66,79.35 16,987.80 61,697.80 62,897.80 2017000 · FORD MOTOR VEHICLE LOAN 47,389.36 66,79.95 13,389.80 22,999.94 10,00.0% 2018000 · REFINANCE 2015 EXEMPT BOND A 47,389.36 66,79.50 67,55.00 67,55.00 67,55.00 67,55.00 67,55.00	2005000 · PAYROLL LIABILITIES				
2005008 · HEALTH INSURANCE PAYABLE (2,539.03) 10,309.84 (12,848.87) (124,63%) 2005011 · DENTAL INSURANCE PAYABLE (3,442.77) 739.42 (4,182.19) (565,6%) 2005013 · AFLAC PAYABLE (202.22) 56.6 (25.84) (459,44%) 2005014 · ACCRUED LEAVE PAYABLE 38,494.07 38,494.07 38,494.07 110,70 81,25% 2005000 · PAYROLL LIABILITIES · Other 246.94 136.24 110,70 81,25% 70tal 2005000 · PAYROLL LIABILITIES 44,409.95 33,433.69 10,976.26 32,83% 2007000 · CURRENT DEBT INTEREST DUE 109,413.69 161,381.45 51,951.61 100,0% Total Other Current Liabilities 44,409.95 27,482.08 16,927.87 61.6% Total OUTOR VEHICLE LOAN 47,389.36 66,739.54 (19,350.18) (28,99%) 2017000 · FORD MOTOR VEHICLE LOAN 47,389.36 66,739.54 (19,350.18) (28,99%) 2018000 · GASB 68 VALUATION LIAB AUD ADJ 1,337.02.00 679,520.00 679,520.00 679,520.00 679,520.00 679,520.00 22,999.94 (100.0	2005001 · WAGES PAYABLE	21,786.00	21,786.00		
2005011	2005006 · WORKERS COMP PAYABLE	(7,786.16)	(39,417.52)	31,631.36	80.25%
2005012 - LIFE INSURANCE PAYABLE	2005008 · HEALTH INSURANCE PAYABLE	(2,539.03)	10,309.84	(12,848.87)	(124.63%)
	2005011 · DENTAL INSURANCE PAYABLE	(3,442.77)	739.42	(4,182.19)	(565.6%)
20050014 - ACCRUED LEAVE PAYABLE 38,494.07 38,494.07 2005000 - PAYROLL LIABILITIES - Other 246.94 136.24 110.70 81.25% 10.2005000 - PAYROLL LIABILITIES 244.995 33,433.69 10.976.26 32.83% 2007000 - CURRENT DEBT INTEREST DUE (5.951.61) 5.951.61 100.00% 10.000 10.0	2005012 · LIFE INSURANCE PAYABLE	(202.22)	56.26	(258.48)	(459.44%)
2005000 · PAYROLL LIABILITIES · Other 246.94 136.24 110.70 81.25% Total 2005000 · PAYROLL LIABILITIES 44.409.95 33,433.69 10,976.26 32.83% 2007000 · CURRENT DEBT INTEREST DUE (5,951.61) 5,951.61 100.0% Total Other Current Liabilities 44.409.95 27,482.08 16,927.87 61.6% Total Current Liabilities 199,413.69 161,381.45 (51,967.76) 32.2%) Long Term Liabilities 2017000 · FORD MOTOR VEHICLE LOAN 47,389.36 66,739.54 (19,350.18) (28.99%) 2018000 · REFINANCE 2015 EXEMPT BOND A 1,814,645.09 2,097,338.00 (282,692.91) (13.48%) 2019000 · REFINANCE 2015 TAXABLE BOND B 2,2999.94 (22,999.94) (20,999.94) (100.0%) 2020000 · GASB 68 VALUATION LIAB AUD ADJ. 679,520.00 679,520.00 679,520.00 679,520.00 7 Total Long Term Liabilities 3,199,056.45 3,524,099.48 (325,043.03) (9,22%) Total Liabilities 1,000.00 1,337,022.00 1 1 1 1	2005013 · AFLAC PAYABLE	(2,146.88)	1,329.38	(3,476.26)	(261.5%)
Total 2005000 · PAYROLL LIABILITIES 44,409.95 33,433.69 10,976.26 32.83% 2007000 · CURRENT DEBT INTEREST DUE (5,951.61) 5,951.61 100.0% Total Other Current Liabilities 44,409.95 27,482.08 16,927.87 61.6% Long Term Liabilities 44,409.95 27,482.08 16,927.87 61.6% Colog Term Liabilities 109,413.69 161,381.45 (51,967.76) (32.2%) Long Term Liabilities 44,409.95 27,482.08 16,927.87 61.6% Colog Term Liabilities 44,409.95 20,483.04 (9350.18) (28.99%) (22.99) 2017000 · FORD MOTOR VEHICLE LOAN 47,389.36 66,739.54 (19,350.18) (28.99%) 2018000 · REFINANCE 2015 EXEMPT BOND A 1,814,645.09 2,097,338.00 (282,692.91) (13.48%) 2020000 · GASB 68 VALUATION LIAB AUD ADJ. 679,520.00 679,520.00 679,520.00 679,520.00 679,520.00 679,520.00 679,520.00 679,520.00 670,520.00 670,520.00 670,520.00 670,520.00	2005014 · ACCRUED LEAVE PAYABLE	38,494.07	38,494.07		
2007000 · CURRENT DEBT INTEREST DUE	2005000 · PAYROLL LIABILITIES - Other	246.94	136.24	110.70	81.25%
Total Other Current Liabilities 44,409.95 27,482.08 16,927.87 61.6% Total Current Liabilities 109,413.69 161,381.45 (51,967.76) (32.2%) Long Term Liabilities 2017000 · FORD MOTOR VEHICLE LOAN 47,389.36 66,739.54 (19,350.18) (28.99%) 2018000 · REFINANCE 2015 EXEMPT BOND A 1,814,645.09 2,097,338.00 (282,692.91) (13.48%) 2020000 · GASB 68 VALUATION LIAB AUD ADJ. 22,999.94 (22,999.94) (22,999.94) (100.0%) 2020002 · GASB 68 VALUATION LIAB AUD ADJ. 1,337,022.00 657,502.	Total 2005000 · PAYROLL LIABILITIES	44,409.95	33,433.69	10,976.26	32.83%
Total Current Liabilities	2007000 · CURRENT DEBT INTEREST DUE		(5,951.61)	5,951.61	100.0%
Cong Term Liabilities	Total Other Current Liabilities	44,409.95	27,482.08	16,927.87	61.6%
2017000 - FORD MOTOR VEHICLE LOAN	Total Current Liabilities	109,413.69	161,381.45	(51,967.76)	(32.2%)
2018000 - REFINANCE 2015 EXEMPT BOND A 1,814,645.09 2,097,338.00 (282,692.91) (13,48%) 2019000 - REFINANCE 2015 TAXABLE BOND B 22,999.94 (22,999.94) (100.0%) 2020000 - GASB 68 VALUATION LIAB AUD ADJ. 2020001 - GASB 68 DEFERRED INFLOW PENSION 679,520.00 657,502.00 657,502.00 657,502.00 70	Long Te	rm Liabilities			
2019000 - REFINANCE 2015 TAXABLE BOND B 22,999.94 (22,999.94) (100.0%)	2017000 · FORD MOTOR VEHICLE LOAN	47,389.36	66,739.54	(19,350.18)	(28.99%)
2020000 · GASB 68 VALUATION LIAB AUD ADJ. 2020001 · GASB 68 DEFERRED INFLOW PENSION 2020002 · GASB 68 PENISON LIABILITY 657,502.00 657,502.00 657,502.00 Total 2020000 · GASB 68 VALUATION LIAB AUD ADJ. 1,337,022.00 1,337,022.00 Total Liabilities 3,199,056.45 3,524,099.48 (325,043.03) (9.22%) Total Liabilities 3,308,470.14 3,685,480.93 (377,010.79) (10.23%) Equity 3001000 · DISTRICT EQUITY 3001000 · PETTY CASH RESERVE 1,000.00 3002000 · GENERAL RESERVE 20,000.00 20,000.00 3003000 · INVESTMENT IN ASSETS 13,324,144.83 13,301,692.10 22,452.73 0.17% 3004000 · GENERAL FUND BALANCE (1,756,034.88) 3005000 · BENEFIT ASSESSMENT DISTRICT (107,756.83) 3006000 · IMPACT FEES 1,029,636.53 1,029,636.53 Total 3000000 · DISTRICT EQUITY 12,510,989.65 12,488,536.92 22,452.73 0.18% 3007000 · UNDISTRIBUTED DISTRICT EQUITY 2,500,276.22 2,039,879.30 460,396.92 22.55% Net Income (512,180.49) (650,375.25) 138,194.76 21.25%	2018000 · REFINANCE 2015 EXEMPT BOND A	1,814,645.09	2,097,338.00	(282,692.91)	(13.48%)
2020001 · GASB 68 DEFERRED INFLOW PENSION 2020002 · GASB 68 PENISON LIABILITY 657,502.00 657,502.00 657,502.00 Total 2020000 · GASB 68 VALUATION LIAB AUD ADJ. 1,337,022.00 1,337,022.00 Total Long Term Liabilities 3,199,056.45 3,524,099.48 (325,043.03) (9.22%) Total Liabilities 200000 · DISTRICT EQUITY 3001000 · PETTY CASH RESERVE 20,000.00 3002000 · GENERAL RESERVE 20,000.00 3003000 · INVESTMENT IN ASSETS 13,324,144.83 13,301,692.10 22,452.73 0.17% 3004000 · GENERAL FUND BALANCE (1,756,034.88) 3005000 · BENEFIT ASSESSMENT DISTRICT (107,756.83) 3006000 · IMPACT FEES 1,029,636.53 1,029,636.53 Total 3000000 · DISTRICT EQUITY 12,510,989.65 12,488,536.92 22,452.73 0.18% 3007000 · UNDISTRIBUTED DISTRICT EQUITY 2,500,276.22 2,039,879.30 460,396.92 22.57% Net Income (512,180.49) (650,375.25) 138,194.76 21.25%	2019000 · REFINANCE 2015 TAXABLE BOND B		22,999.94	(22,999.94)	(100.0%)
2020002 · GASB 68 PENISON LIABILITY 657,502.00 657,502.00 Total 2020000 · GASB 68 VALUATION LIAB AUD ADJ. 1,337,022.00 1,337,022.00 Total Long Term Liabilities 3,199,056.45 3,524,099.48 (325,043.03) (9.22%) Equity 3000000 · DISTRICT EQUITY 3001000 · PETTY CASH RESERVE 1,000.00 1,000.00 20,000.00 3003000 · INVESTMENT IN ASSETS 13,324,144.83 13,301,692.10 22,452.73 0.17% 3004000 · GENERAL FUND BALANCE (1,756,034.88) (1,756,034.88) (107,756.83) 3005000 · BENEFIT ASSESSMENT DISTRICT (107,756.83) (107,756.83) 1007,756.83) 1007,756.83) 0.18% 3007000 · IMPACT FEES 1,029,636.53 1,029,636.53 1,029,636.53 0.18% 3007000 · UNDISTRIBUTED DISTRICT EQUITY 2,500,276.22 2,039,879.30 460,396.92 22.57% Net Income (512,180.49) (650,375.25) 138,194.76 21,25% Total Equity 14,499,085.38 13,878,040.97 621,044.41 4.48%	2020000 · GASB 68 VALUATION LIAB AUD ADJ.				
Total 2020000 · GASB 68 VALUATION LIAB AUD ADJ. 1,337,022.00 1,337,022.00 Total Long Term Liabilities 3,199,056.45 3,524,099.48 (325,043.03) (9.22%) Total Liabilities 3,308,470.14 3,685,480.93 (377,010.79) (10.23%) Equity 3000000 · DISTRICT EQUITY 3001000 · PETTY CASH RESERVE 1,000.00 1,000.00 20,000.00 20,000.00 3002000.00 3003000 · INVESTMENT IN ASSETS 13,324,144.83 13,301,692.10 22,452.73 0.17% 3004000 · GENERAL FUND BALANCE (1,756,034.88) (1,756,034.88) (1,7756.83) (107,756.83) (107,756.83) 3006000 · IMPACT FEES 1,029,636.53 1,029,636.53 1,029,636.53 1,029,636.53 1,029,636.53 0.18% Total 3000000 · DISTRICT EQUITY 12,510,989.65 12,488,536.92 22,452.73 0.18% 3007000 · UNDISTRIBUTED DISTRICT EQUITY 2,500,276.22 2,039,879.30 460,396.92 22.57% Net Income (512,180.49) (650,375.25) 138,194.76 21.25% Total Equity 14,499,085.38 13,878,04	2020001 · GASB 68 DEFERRED INFLOW PENSION	679,520.00	679,520.00		
Total Long Term Liabilities 3,199,056.45 3,524,099.48 (325,043.03) (9.22%) Total Liabilities 3,308,470.14 3,685,480.93 (377,010.79) (10.23%) Equity 3000000 · DISTRICT EQUITY 3002000 · GENERAL RESERVE 1,000.00 20,000.00 3003000 · INVESTMENT IN ASSETS 13,324,144.83 13,301,692.10 22,452.73 0.17% 3004000 · GENERAL FUND BALANCE (1,756,034.88) (1,756,034.88) (1,7756.83) (107,756.83) 3005000 · BENEFIT ASSESSMENT DISTRICT (107,756.83) (107,756.83) (107,756.83) 3006000 · IMPACT FEES 1,029,636.53 1,029,636.53 1,029,636.53 Total 3000000 · DISTRICT EQUITY 12,510,989.65 12,488,536.92 22,452.73 0.18% 3007000 · UNDISTRIBUTED DISTRICT EQUITY 2,500,276.22 2,039,879.30 460,396.92 22.57% Net Income (512,180.49) (650,375.25) 138,194.76 21.25% Total Equity 14,499,085.38 13,878,040.97 621,044.41 4.48%	2020002 · GASB 68 PENISON LIABILITY	657,502.00	657,502.00		
Total Liabilities 3,308,470.14 3,685,480.93 (377,010.79) (10.23%) Equity 3000000 · DISTRICT EQUITY 3002000 · GENERAL RESERVE 1,000.00 20,000.00 20,000.00 20,000.00 20,000.00 3003000 · INVESTMENT IN ASSETS 13,324,144.83 13,301,692.10 22,452.73 0.17% 3004000 · GENERAL FUND BALANCE (1,756,034.88) (1,756,034.88) (107,756.83) (107,756.83) (107,756.83) 1029,636.53 1029,636.53 1029,636.53 1029,636.53 1029,636.53 1029,636.53 1029,636.53 10,000.00 20,000	Total 2020000 · GASB 68 VALUATION LIAB AUD ADJ.	1,337,022.00	1,337,022.00		
Equity 3000000 · DISTRICT EQUITY 3001000 · PETTY CASH RESERVE 1,000.00 1,000.00 20,000.00 3002000 · GENERAL RESERVE 20,000.00 20,000.00 22,452.73 0.17% 3004000 · INVESTMENT IN ASSETS 13,324,144.83 13,301,692.10 22,452.73 0.17% 3005000 · BENEFIT ASSESSMENT DISTRICT (107,756.83) (107,756.83) (107,756.83) (107,756.83) 1,029,636.53 Total 3000000 · IMPACT FEES 1,029,636.53 1,029,636.53 1,029,636.53 22,452.73 0.18% 3007000 · UNDISTRICT EQUITY 12,510,989.65 12,488,536.92 22,452.73 0.18% Net Income (512,180.49) (650,375.25) 138,194.76 21.25% Total Equity 14,499,085.38 13,878,040.97 621,044.41 4.48%	Total Long Term Liabilities	3,199,056.45	3,524,099.48	(325,043.03)	(9.22%)
3000000 · DISTRICT EQUITY 3001000 · PETTY CASH RESERVE 3002000 · GENERAL RESERVE 20,000.00 3003000 · INVESTMENT IN ASSETS 3004000 · GENERAL FUND BALANCE (1,756,034.88) 3005000 · BENEFIT ASSESSMENT DISTRICT (107,756.83) 3006000 · IMPACT FEES 1,029,636.53 1,029,636.53 1,029,636.53 1,029,636.53 1,029,636.53 1,029,636.53 22,452.73 0.18% 3007000 · UNDISTRICT EQUITY 12,510,989.65 12,488,536.92 22,452.73 0.18% 3007000 · UNDISTRIBUTED DISTRICT EQUITY 2,500,276.22 2,039,879.30 460,396.92 22.57% Net Income (512,180.49) (650,375.25) 138,194.76 21.25% Total Equity	Total Liabilities	3,308,470.14	3,685,480.93	(377,010.79)	(10.23%)
3001000 · PETTY CASH RESERVE 1,000.00 1,000.00 3002000 · GENERAL RESERVE 20,000.00 20,000.00 3003000 · INVESTMENT IN ASSETS 13,324,144.83 13,301,692.10 22,452.73 0.17% 3004000 · GENERAL FUND BALANCE (1,756,034.88) (1,756,034.88) (107,756.83) (107,756.83) 1007,756.83) 1007,756.83) 1007,756.83 100		Equity			
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3003000 · INVESTMENT IN ASSETS 13,324,144.83 13,301,692.10 22,452.73 0.17% 3004000 · GENERAL FUND BALANCE (1,756,034.88) (1,756,034.88) (107,756.83) (107	3001000 · PETTY CASH RESERVE	1,000.00	1,000.00		
3004000 · GENERAL FUND BALANCE (1,756,034.88) (1,756,034.88) 3005000 · BENEFIT ASSESSMENT DISTRICT (107,756.83) (107,756.83) 3006000 · IMPACT FEES 1,029,636.53 1,029,636.53 Total 3000000 · DISTRICT EQUITY 12,510,989.65 12,488,536.92 22,452.73 0.18% 3007000 · UNDISTRIBUTED DISTRICT EQUITY 2,500,276.22 2,039,879.30 460,396.92 22.57% Net Income (512,180.49) (650,375.25) 138,194.76 21.25% Total Equity 14,499,085.38 13,878,040.97 621,044.41 4.48%	3002000 · GENERAL RESERVE	20,000.00	20,000.00		
3005000 ⋅ BENEFIT ASSESSMENT DISTRICT (107,756.83) (107,	3003000 · INVESTMENT IN ASSETS	13,324,144.83	13,301,692.10	22,452.73	0.17%
3006000 · IMPACT FEES 1,029,636.53 1,029,636.53 1,029,636.53 Total 3000000 · DISTRICT EQUITY 12,510,989.65 12,488,536.92 22,452.73 0.18% 3007000 · UNDISTRIBUTED DISTRICT EQUITY 2,500,276.22 2,039,879.30 460,396.92 22.57% Net Income (512,180.49) (650,375.25) 138,194.76 21.25% Total Equity 14,499,085.38 13,878,040.97 621,044.41 4.48%	3004000 · GENERAL FUND BALANCE	(1,756,034.88)	(1,756,034.88)		
Total 3000000 · DISTRICT EQUITY 12,510,989.65 12,488,536.92 22,452.73 0.18% 3007000 · UNDISTRIBUTED DISTRICT EQUITY 2,500,276.22 2,039,879.30 460,396.92 22.57% Net Income (512,180.49) (650,375.25) 138,194.76 21.25% Total Equity 14,499,085.38 13,878,040.97 621,044.41 4.48%	3005000 · BENEFIT ASSESSMENT DISTRICT	(107,756.83)	(107,756.83)		
3007000 · UNDISTRIBUTED DISTRICT EQUITY 2,500,276.22 2,039,879.30 460,396.92 22.57% Net Income (512,180.49) (650,375.25) 138,194.76 21.25% Total Equity 14,499,085.38 13,878,040.97 621,044.41 4.48%	3006000 · IMPACT FEES	1,029,636.53	1,029,636.53		
Net Income (512,180.49) (650,375.25) 138,194.76 21.25% Total Equity 14,499,085.38 13,878,040.97 621,044.41 4.48%	Total 3000000 · DISTRICT EQUITY	12,510,989.65	12,488,536.92	22,452.73	0.18%
Total Equity 14,499,085.38 13,878,040.97 621,044.41 4.48%	3007000 · UNDISTRIBUTED DISTRICT EQUITY	2,500,276.22	2,039,879.30	460,396.92	22.57%
	Net Income	(512,180.49)	(650,375.25)	138,194.76	21.25%
TOTAL LIABILITIES & EQUITY 17,807,555.52 17,563,521.90 244,033.62 1.39%	Total Equity	14,499,085.38	13,878,040.97	621,044.41	4.48%
	TOTAL LIABILITIES & EQUITY	17,807,555.52	17,563,521.90	244,033.62	1.39%

CHECK REGISTER MONTH OF AUGUST

DATE	CHECK NO.	VENDOR	МЕМО	AMOUNT
08/08/2024	95675-95702	PAYROLL	CHECKS	14,260.54
08/08/2024	95707	CLARENCE SONNY BRANDT	Jul 2024 BOD Stipend	400.00
08/08/2024	95708	DELONG, SHANNON	Jul 2024 BOD Stipend	400.00
08/08/2024	95709	FOWLER, SCOTT KENT	Jul 2024 BOD Stipend	400.00
08/08/2024	95710	PASSMORE, GREG	Jul 2024 BOD Stipend	400.00
08/08/2024	95711	THOMAS, DEVIN	Jul 2024 BOD Stipend	400.00
08/08/2024	95712	HAIDY VALENCIA.	End of Summer Camp LiveScan Reimbursement	73.80
08/08/2024	95713	MACKENZIE MORLEY.	End of Summer Camp LiveScan Reimbursement	72.00
08/08/2024	95714	NINA CHA.	End of Summer Camp LiveScan Reimbursement	67.00
08/08/2024	95715	NYEEMA LOWE.	End of Summer Camp LiveScan Reimbursement	57.00
08/08/2024	95716	SERENA GARCIA.	End of Summer Camp LiveScan Reimbursement	67.00
08/08/2024	95717	ESTELA VALENCIA.	EMPLOYEE REIMBURSEMENT	46.43
08/08/2024	95718	PEGGY CAMP	Impact Fee Refund from 7/18/2023	1,106.00
08/08/2024	95719	ACCULARM SECURITY SYSTEMS	Forbestown Security	102.00
08/08/2024	95720	ALL THINGS CLEANING	July Parks Janitorial 2024	6,400.00
08/08/2024	95721	APEX TECHNOLOGY MANAGEMENT	Monthly Billing for August 2024	3,172.00
08/08/2024	95722	BETTER DEAL EXCHANGE	BETTER DEAL EXCHANGE	1,507.68
08/08/2024	95723	CAL WATER SERVICE	CAL WATER SERVICE	4,611.29
08/08/2024	95724	CALTRONICS	CALTRONICS	105.47
08/08/2024	95725	COMCAST	COMCAST	208.24
08/08/2024	95726	COMER'S PRINT SHOP	COMER'S PRINT SHOP	54.13
08/08/2024	95727	CRESCO EQUIPMENT RENTALS	Tiller Palermo Field	87.75
08/08/2024	95728	DAN'S ELECTRICAL SUPPLY COMPANY	Shop Light	139.32
08/08/2024	95729	DAWSON OIL COMPANY	DAWSON OIL COMPANY	2,278.31
08/08/2024	95730	EWING	EWING	815.04
08/08/2024	95731	FIVE STAR BANK	FSB District CC July Statement	4,384.94
08/08/2024	95732	FORD CREDIT MUNICIPAL FINANCE	FORD F250 TRUCK LOAN	1,385.07
08/08/2024	95734	INSIDE OUT DESIGNS	INSIDE OUT DESIGNS	226.83
08/08/2024	95735	JIMMY'S CUSTOM TROPHIES OF NORTHERN	JIMMY'S CUSTOM TROPHIES OF NORTHERN CA	60.41
08/08/2024	95736	LES SCHWAB TIRES	LES SCHWAB TIRES	764.00
08/08/2024	95737	NORTH YUBA WATER DISTRICT	NORTH YUBA WATER DISTRICT	223.00
08/08/2024	95738	OROVILLE POWER EQUIPMENT	Chainsaw Chain	51.93
08/08/2024	95739	PACE SUPPLY	Toilet Valve	60.33
08/08/2024	95740	PG&E	PG&E	17,454.27
08/08/2024	95741	NAPA AUTO PARTS	NAPA AUTO PARTS	578.22
08/08/2024	95742	SAL RODRIGUEZ LANDSCAPE LLC	SAL RODRIGUEZ LANDSCAPE LLC	11,200.00
08/08/2024	95743	SHARP'S LOCKSMITHING	SHARP'S LOCKSMITHING	265.06
08/08/2024	95744	SIMS TREE HEALTH SPECIALISTS, INC	SIMS TREE HEALTH SPECIALISTS, INC	295.00
08/08/2024	95745	SOUTH FEATHER WATER & POWER AGENC	SOUTH FEATHER WATER & POWER AGENCY	37.10
08/08/2024	95746	VERIZON WIRELESS	VERIZON WIRELESS	1.85
08/08/2024	95747	WELLS FARGO VENDOR FINANCIAL, LLC.	WELLS FARGO VENDOR FINANCIAL, LLC.	187.23
08/08/2024	95748	WESTERN TREE NURSERY, INC.	WESTERN TREE NURSERY, INC.	134.06
08/08/2024	95750	FEATHER RIVER RECREATION & PARK DISTR	FEATHER RIVER RECREATION & PARK DISTRICT	45,000.00
08/08/2024	95751 DD08082401-	HOME DEPOT	HOME DEPOT	255.44
	DD08082418	PAYROLL	DIRECT DEPOSIT	21,421.66

CHECK REGISTER MONTH OF AUGUST

DATE	CHECK NO.	VENDOR	МЕМО	AMOUNT
08/08/2024	1101	PAYROLL	CHECK	175.20
08/09/2024	95749-95706	PAYROLL	CHECKS	9,434.36
08/22/2024	95771	BLUE SHIELD OF CALIFORNIA	HEALTH INSURANCE	12,303.88
08/22/2024	95772	PRINCIPAL GROUP BENEFITS	DENTAL AND VISION INSURANCE	1,098.52
08/22/2024	95773	State Disbursement Unit	GARNISHMENT	279.69
08/22/2024	95774	UPEC LOCAL	JULY UNION DUES	252.50
08/22/2024	95752-95770	PAYROLL	CHECKS	8,547.07
08/22/2024	95775	AFLAC	AFLAC	1,628.80
08/22/2024	95776	State Disbursement Unit	GARNISHMENT	279.69
08/22/2024	95777	UPEC LOCAL	AUGUST DUES	303.00
08/22/2024	95778	AIDEN WIEDENMAN'	LiveScan and Life Guard Certification Reimbursemer	199.50
08/22/2024	95779	AVA CELENTANO'	LiveScan Reimbursement End of Aquatics Season	67.00
08/22/2024	95781	DESTINY EADES	Refundable Cleaning Deposit	75.00
08/22/2024	95782	JASMINE PIERCE.	LiveScan and Life Guard Certification Reimbursemer	194.50
08/22/2024	95783	JUSTIN MIRELES.	LiveScan and Life Guard Certification Reimbursemer	199.50
08/22/2024	95784	KATE MERRILL.	Life Guard Certification Reimbursement End of Aqua	127.50
08/22/2024	95785	LILY GUERRERO.	LiveScan Reimbursement End of Aquatics Season	73.80
08/22/2024	95786	MYRON HAWE.	LiveScan and Life Guard Certification Reimbursemer	201.30
08/22/2024	95787	OLIVIA BARNES.	LiveScan and Life Guard Certification Reimbursemer	201.30
08/22/2024	95788	TURF SPICER.	LiveScan and Life Guard Certification Reimbursemer	199.50
08/22/2024	95789	JOE VELASQUEZ'	Mileage Dates: 07/23/2024 - 08/18/2024	77.29
08/22/2024	95790	AT&T - CALNET	AT&T - CALNET	126.09
08/22/2024	95791	BANK OF NEW YORK MELLON	UMPQUA LOANS 2015a 2015b	77,582.62
08/22/2024	95792	BUTTE COUNTY PROBATION	Over Payment Refund for Recovery on the River Co	552.00
08/22/2024	95793	BUTTE COUNTY SHERIFFS OFFICE	Riverbend Park Maint. July 2024 Butte County Sheri	1,600.00
08/22/2024	95794	CAL WATER SERVICE	CAL WATER SERVICE	12,427.24
08/22/2024		CINTAS	CINTAS	238.36
08/22/2024		COMP	COMP	60.00
08/22/2024		CRESCO EQUIPMENT RENTALS	Trencher	224.00
08/22/2024		ENGLUND CHIROPRACTIC OFFICE, INC.	ENGLUND CHIROPRACTIC OFFICE, INC.	100.00
08/22/2024		INDUSTRIAL POWER PRODUCTS	Chainsaw Parts	187.01
08/22/2024		MJB WELDING SUPPLY, INC.	MJB WELDING SUPPLY, INC.	19.74
08/22/2024		Oil Changers	Oil Changers	181.02
08/22/2024		RECOLOGY BUTTE COLUSA COUNTIES	RECOLOGY BUTTE COLUSA COUNTIES	4,515.85
08/22/2024		NAPA AUTO PARTS	Battery for Truck	83.98
08/22/2024		SACVALLEYLAW LLP	Legal Consultation	2,730.00
08/22/2024		State Lands Commission	State Lands Commission	169.10
08/22/2024		THERMALITO WATER AND SEWER DISTRICT	•	4,602.41
08/22/2024		VERIZON WIRELESS	Verizon Celluar Data for lines ending in 1357 Recrea	42.06
08/22/2024		DANIELLA IMSHDAHL.	LiveScan and Life Guard Certification Reimbursemer	201.30
	DD08222401-			
	DD08222416	PAYROLL	DIRECT DEPOSIT	18,023.22
08/22/2024	95808	ROLLS ANDERSON & ROLLS	Project No. 24062 Nelson Sports Complex Picklebal	8,631.00
TOTAL				309,433.30



OROVILLE CONVENTION CENTER

Special Board Meeting September 18, 2024 1200 Myers Street Oroville, CA 95965

OUR MISSION: We will provide and maintain quality parks, recreation experiences, and related facilities and programs for all residents of the District in a fiscally sustainable manner that compliments the natural resources and cultural heritage of our community.

DRAFT MINUTES

Open Session at 1:00 PM

Written comments must be sent to KendyleA@frrpd.com 1-hour prior to the meeting to be presented to the Board. If you need special accommodations to participate in this meeting, please contact (530)533-2011.

MEETING CALLED TO ORDER AT 1:06 PM

ROLL CALL

Chairperson Scott "Kent" Fowler
Vice-Chairperson Greg Passmore
Director Devin Thomas
Director Clarence "Sonny" Brandt
Director Shannon DeLong

Present
Present
Present

MISSION STATEMENT PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

The Board will invite anyone in the audience wishing to address the Board, on a matter not listed on the agenda, to state your name for the record and make your presentation. You are limited to three (3) minutes. The Board cannot take any action except for a brief response by the Board or staff to a statement or question relating to a non-agenda item.

ACTION ITEM(S)

1. Resolution No. 2039-24 A Resolution of the Board of Directors of the Feather River Recreation and Park District Authorizing an Escrow Signer (Appendix A)

FRRPD needs to authorize Kent Fowler, Board Chair, to sign necessary documents related to the escrow of the property located at 1875 Feather River Blvd. Oroville, Ca.

Director Brandt made a motion to approve Resolution 2039-24.

Director Thomas seconded the motion.

MEETING ADJOURNED AT 1:11 PM

^{*}The motion passed with a unanimous vote.

STAFF REPORT

D1

DATE: September 24, 2024

TO: BOARD OF DIRECTORS

FROM: BRIAN WILSON, GENERAL MANAGER

RE: Commercial sublease

SUMMARY

The Board may consider approving the Commercial Sublease between the Feather River Recreation and Park District and the YMCA of Superior California for shared use of the Downtown Oroville Convention Center located at 1200 Myers Street, Oroville, CA.

BACKGROUND

On August 7, 2024 the Feather River Recreation and Park District entered into an agreement to lease the Downtown Oroville Convention Center from the City of Oroville, providing a new location to operate services, while continuing to provide for a venue for the YMCA for programming. The District intends to sublease to the YMCA shared usage spaces to include indoor multi-sport court, performance stage including audio/video system and lighting system, commercial kitchen, classroom/meeting space, dance studio, designated storage facilities, foyer, ticket booth, digital display boards, custodial closet and restrooms.

BUDGETARY IMPACT

The YMCA of Superior California will pay to FRRPD a sublease rental payment of \$1.00/annual year, and 18% of all utility charges to include: gas/electricity, water/sewer, trash service, and alarm/security system.

Agreement period is for one calendar year and will be up for review at that time.

RECOMMENDATION

1. Approve commercial sublease as presented.

<u>ATTACHMENT</u>

Commercial Sublease

Commercial Sublease

This Commercial Sublease (this "Sublease") is made effective as of September 01, 2024, by and between Feather River Recreation and Park District ("Tenant"), and YMCA of Superior CA ("Subtenant"). Tenant has previously entered into a lease agreement with City of Oroville ("Landlord") dated September 01, 2024 (the "Prime Lease"), a copy of which is attached as an exhibit to this Sublease. Tenant now desires to sublet a portion of the leased property to Subtenant and Subtenant desires to sublet a portion of the leased property from Tenant. Therefore, the parties agree as follows:

PREMISES. Tenant, in consideration of the sublease payments and other obligations provided in this Agreement, sublets to Subtenant the shared use of the Downtown Oroville Convention Center to include indoor multi-sport court, performance stage including audio/video system and lighting system, commercial kitchen, classroom/meeting space, dance studio, designated storage facilities, foyer, ticket booth, digital display boards, custodial closet and restrooms located at 1200 Myers Street, Oroville, California 95965 (the "Premises"). Tenant will have access to use area occupied by Subtenant, known as YMCA Convention Center Office, without notice, for access to basketball backboard control systems, utility panels, and fire alarm systems.

TERM AND POSSESSION. The term of this Sublease will begin on September 01, 2024 and unless terminated sooner pursuant to the terms of this Sublease or Prime Lease, it will continue for the remainder of the term provided in the Prime Lease, which terminates August 31, 2025.

SUBLEASE PAYMENTS. Subtenant shall pay to Tenant sublease rental payments of \$1.00 per annual period, payable in advance on the first day of each annual period, for a total sublease rental payment of \$1.00. Sublease rental payments shall be made to Tenant at 1200 Myers St, Oroville, California 95965, which may be changed from time to time by Tenant.

As additional consideration, Subtenant shall pay a prorate amount of EIGHTEEN PERCENT (18%) for any and all utility charges (for use, consumed, standby, other, etc.) for the Premises during the term of this Agreement as obligated by the Tenant under the Prime Lease. These utility costs will adjust based on actual amounts charged by the various providers and Subtenant's 18% requirement will adjust accordingly. Utilities include but may not be limited to the following: gas/electricity, water/sewer, trash service, and alarm/security system. The utilities shall be paid directly to the utility company if separately metered; otherwise, the utilities shall be prorated by Tenant in a fair and equitable manner as mutually agreed to by Tenant and Subtenant and be billed to Subtenant at the same rates as billed to Tenant by the utility company for payment to Tenant. The bills shall be due and payable within ten (10) days of receipt.

DEFAULTS. Subtenant shall be in default of this Sublease if Subtenant fails to fulfill any lease obligation or term by which Subtenant is bound. Subject to any governing provisions of law to the contrary, if Subtenant fails to cure any financial obligation within five (5) days [or any other obligation within ten (10) days] after written notice of such default is provided by Landlord to Subtenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default, and

the cost of such action shall be added to Subtenant's financial obligations under this Sublease. Subtenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Subtenant's defaults. All sums of money or charges required to be paid by Subtenant under this Sublease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

SECURITY DEPOSIT. At the time of the signing of this Sublease, Subtenant shall pay to Landlord, in trust, a security deposit of \$0.00 to be held and disbursed for Subtenant damages to the Premises or other defaults under this Sublease (if any) as provided by law.

CUMULATIVE RIGHTS. The rights of the parties under this Sublease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

INDEMNIFICATION. Subtenant shall indemnify, defend, and hold harmless Tenant, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the Subtenant's use or occupancy of premises unless solely caused by the gross negligence or willful misconduct of Tenant its officers, employees, or agents.

INSURANCE REQUIREMENTS. General liability insurance: Subtenant shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability

- a. Such insurance shall name the Tenant, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The Subtenant shall file certificates of such insurance with the Tenant, which shall be endorsed to provide thirty (30) days' notice to the Tenant of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the Tenant may deny access to the facility.
- b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A-(or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Tenant's self-insurance pool.
- c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Subtenant maintains higher limits than the minimums shown above, the Tenant requires and shall be entitled to coverage for the higher limits maintained by the Subtenant.

Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Tenant.

- d. The <u>Certificate Holder</u> and <u>Name of Additional Insured</u> sections must read as follows: Feather River Recreation and Park District, Its Directors, Officers, Agents, Volunteers, and Employees
 1200 Myers St., Oroville, CA 95965
- e. Insurance provided must be primary and noncontributory and include an endorsement.
- f. The Subtenant's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District.

PROPERTY INSURANCE. Lessor, Tenant and Subtenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Lessor and Tenant shall be named as an additional insured in such policies. Subtenant shall deliver appropriate evidence to Tenant as proof that adequate insurance is in force issued by companies reasonably satisfactory to Tenant. Tenant shall receive advance written notice from the insurer prior to any termination of such insurance policies. Subtenant shall also maintain any other insurance which Tenant or Lessor may reasonably require for the protection of Tenants or Lessors interest in the Premises. Subtenant is responsible for maintaining casualty insurance on its own property.

COMPLIANCE WITH ALL APPLICABLE LAWS, RULES & REGULATIONS.

Subtenant shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings. The Tenant agrees to abide by all applicable local, federal, and state accessibility standards and regulations. The Subtenant further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.

WORKERS COMPENSATION. Subtenant will be required to carry workers' compensation and have an agreement/endorsement of waiver of subrogation for workers' compensation for employee injury/illness.

FORCE MAJURE. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the FRRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The Subtenant waives any right of recovery against Tenant and the Subtenant shall not charge results of "acts of God" to Tenant, its officers, employees, or agents.

WAIVER OF RIGHTS. Each of Tenant and Subtenant agrees to, and does hereby, waive all rights of recovery and causes of action against the other, their respective agents and employees, and all persons claiming through or under the other, relating to loss of business, business interruption or loss of rentals resulting from any damage or destruction to the Demised Premises or any of Subtenant's property contained therein, notwithstanding that any such damage or destruction may be due to the negligence of

Tenant or Subtenant, their respective agents or employees. Tenant and Subtenant also waive all rights of recovery and causes of action against Lessor for loss of business, business interruption or loss of rentals, resulting from any such damage or destruction, notwithstanding that such damage or destruction may be due to the negligence of Tenant or Subtenant, their respective agents and employees.

NOTICE: Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows to every interested party:

TENANT:

Feather River Recreation and Park District 1200 Myers Street Oroville, California 95965

SUBTENANT:

YMCA of Superior CA 2021 W Street Sacramento, California 95818

LANDLORD:

City of Oroville 1735 Montgomery Street Oroville, California 95965

Such addresses may be changed from time to time by any party by providing notice to the other interested parties as described above.

GOVERNING LAW. This Sublease shall be construed in accordance with the laws of the State of California and venue/jurisdiction to be in Butte County.

LANDLORD'S CONSENT. The Prime Lease requires the prior written consent of Landlord to any subletting of the Premises.

INCORPORATION OF PRIME LEASE. This Sublease is subject to all of the terms of the Prime Lease with the same force and effect as if each provision of the Prime Lease were included in this Sublease, except as otherwise provided in this Sublease. All of the obligations and rights of Tenant under the Prime Lease shall be binding upon Subtenant. All of the obligations of Landlord under the Prime Lease shall inure to the benefit of Subtenant. It is the intent of the parties that, except as otherwise provided in this Sublease, the relationship between Tenant and Subtenant shall be governed by the various provisions of the Prime Lease as if those provisions were included in this Sublease in full, except that the terms "Landlord," "Tenant" and "Lease" as used in the Prime Lease, shall instead refer to, respectively, "Tenant," "Subtenant" and "Sublease." The Subtenant herein executes this Sublease with the express acknowledgement that Subtenant has read, reviewed, understands and agrees to comply with all obligations, rights, limitations and responsibilities contained in the Prime Lease.

Subtenant acknowledges that the use of the premises under this Agreement is a shared use with Tenant and/or other third parties as designated by Tenant. While the Tenant is ultimately the sole party to designate space(s) or use(s) as either a shareable or non-shareable area, the parties agree to work together to schedule the shared space(s) and/or use(s) for their mutual benefit. Specific items that are a work in progress but will be more particularly defined in the future shall include but are not limited to the following: Scheduling of shared space(s), exclusive use area(s)/unauthorized area(s), roles and responsibilities, building security/access, custodial services for shared spaces, and network/data security. At some time prior to the one-year anniversary date of this Agreement, the parties shall reduce to writing all the shared use terms and shall attach it as an Addendum to this Agreement.

SIGNATURES: TENANT By: Date: (Name) (Title) Feather River Recreation and Park District **SUBTENANT** By: Date: (Name) (Title) YMCA of Superior CA **LANDLORD** By: Date: (Name) (Title)

City of Oroville

E1

STAFF REPORT

DATE: September 24, 2024

TO: BOARD OF DIRECTORS

FROM: BRIAN WILSON, GENERAL MANAGER

RE: Oroville Rhinos Football and Cheer - MOU 2024 Youth Football Season

SUMMARY

The Board may consider to approve the MOU between the Feather River Recreation and Park District and Oroville Rhinos Youth Football and Cheer for use of fields at the Nolan Baseball Complex for the 2024 football season.

BACKGROUND

The Oroville Rhinos Youth Football and Cheer program is an affiliate nonprofit, under American Youth Football, introducing athletes to the fundamentals of youth athletics. Rhinos football and cheer encourages self-esteem, sportsmanship, and health and wellness, while providing for an organized, safety oriented program.

BUDGETARY IMPACT

Oroville Rhinos Football and Cheer will pay \$8994.00 for the 2024 season to help offset seasonal maintenance, utility, and operating costs of the Nolan baseball complex.

RECOMMENDATION

1. Approve MOU as presented.

ATTACHMENT

MOU 2024



Memorandum of Understanding

between
Feather River Recreation and Park District
and
Oroville Rhinos Football and Cheer

This Memorandum of Understanding is made and entered into by and between the Oroville Rhinos Football and Cheer (herein "ORFC") and the Feather River Recreation and Park District (herein "FRRPD") and will commence upon the signatures of representatives of both parties.

1. Scope

To provide access to fields and facilities at the Nolan Baseball Complex for the Oroville Rhinos Football and Cheer organization to provide opportunity for the Sport of Youth Football and Cheer to the greater Oroville community.

2. Agreement

- a. FRRPD agrees to:
 - i. Provide access to the baseball/softball outfield(s) and facilities for youth football and cheer practices and scheduled games at the Nolan Baseball Complex located at 915 Pomona Street, Oroville, CA 95965 as scheduled. See Exhibit "A"
 - ii. Provide access to field lighting as scheduled.
 - iii. Provide access to field scoreboard (if requested)
 - iv. Provide access to storage area(s) as designated by FRRPD.
 - v. Allow the display of sponsorship banners during the ORFC season.
 - 1. All banners must be removed on the last day of the season.
 - vi. Ensure that restrooms are cleaned and stocked daily.
 - vii. Maintain the facilities in good condition, except in case of extremely heavy impact, damage by, or gross negligence of, ORFC or its agents or employees, in which ORFC will be held financially responsible.
 - FRRPD will provide ORFC with an after-hours callout list that will be used by ORFC if an
 issue with the facility arises. This list will only be used for emergency situations if ORFC is
 not able to reach the designated FRRPD primary contact. Any failure by FRRPD to
 respond to a callout, in a timely manner, that results in cancelled events or
 postponement of events will not be the financial responsibility of ORFC. FRRPD will work
 with ORFC to reschedule, if possible, the cancelled/postponed event.
 - 2. Situations include, but are not limited to:
 - i. Field lighting
 - ii. Plumbing issue
 - iii. Broken water line
 - iv. Fire/flood at the facility
 - viii. Provide regular outfield maintenance and prep to include:
 - 1. Safe and playable surfaces
 - 2. Appropriate outfield grass height



b. ORFC agrees to:

- i. Adhere to all FRRPD Rules & Regulations,
 - 1. Review and submit signed copy of Guidelines for Field Use During Inclement Weather
- ii. Provide a copy of current 501(c)(3) status.
- iii. Provide a minimum level of site maintenance See Exhibit "B"
- iv. Maintain storage room(s) and restroom facilities in a clean and safe condition while in use.
- v. Provide practice schedule(s) to FRRPD no later than 4 weeks prior to requested start date.
- vi. Provide game schedules to FRRPD no later than 2 weeks prior to requested start date.
- vii. Provide post-season/tournament schedule to FRRPD no later than 2 weeks prior to requested start date.
 - Schedules may be changed at the request of either party; however, once the schedule has been set for the season, proper notification to the affected party must occur as soon as possible and no later than 48 hours prior to scheduled event/activity.
 - a. Requests for changes to previously approved schedules are not guaranteed.
- viii. Make no alterations and/or improvements to district fields and/or facilities.
 - 1. Requests to make donations of and/or for alterations and/or improvements of district fields and/or facilities may be considered following the guidelines established by the District.
- ix. Immediately notify FRRPD upon its discovery of any such hazardous conditions affecting the pool or the facilities.
- x. Assume all risk of loss or damage by theft, fire, or any other cause to any personal property that it might use or store at the facilities.
 - 1. ORFC understands and agrees that FRRPD's use of the facilities takes precedence over ORFC's use. FRRPD may need to use a facility provided to ORFC in the event of an emergency. In such a case, FRRPD will give ORFC as much notice as possible.
- xi. Animals shall not be permitted on infields, outfields, or in dugouts.

3. Term

This Agreement shall remain in effect until December 31, 2024 unless terminated, or amended, as herein provided. Under the terms of this agreement, ORFC is afforded by FRRPD, a third priority for field usage and rental during the Oroville Rhinos Football and Cheer season. The Oroville Rhinos Football and Cheer season shall be defined as the dates beginning July 15, 2024 and ending November 30, 2024.

Upon termination of the Agreement, ORFC will surrender the facilities in good order and condition, reasonable use, and ordinary wear and tear thereof accepted. A final walkthrough of the facilities will be done at the date/time request of ORFC with an FRRPD representative to ensure that the facilities are in acceptable condition for FRRPD.

4. Status of the Parties

The relationship of each party to this Agreement to the other is that of landlord and tenant. At no time shall either party represent itself to be an officer, agent, or employee of the other.



5. Indemnification

ORFC shall indemnify, defend, and hold harmless FRRPD, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the ORFC use or occupancy of a facility or property controlled by the FRRPD, unless solely caused by the gross negligence or willful misconduct of FRRPD, its officers, employees, or agents.

6. Insurance

General liability insurance: The ORFC shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability

- a. Such insurance shall name FRRPD, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. ORFC shall file certificates of such insurance with the FRRPD, which shall be endorsed to provide thirty (30) days' notice to the FRRPD of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the FRRPD may deny access to the facility.
- b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the FRRPD's self-insurance pool.
- c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If ORFC maintains higher limits than the minimums shown above, the FRRPD requires and shall be entitled to coverage for the higher limits maintained by the ORFC. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to FRRPD.
- d. The <u>Certificate Holder</u> and <u>Name of Additional Insured</u> sections must read as follows: Feather River Recreation and Park District, Its Directors, Officers, Agents, Volunteers, and Employees 1875 Feather River Blvd. Oroville, CA 95965
- e. Insurance provided must be primary and noncontributory and include an endorsement.



7. Compliance with all applicable law, rules, & regulations

- a. ORFC shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- b. The ORFC agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- c. The ORFC further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
- d. FRRPD reserves the right to immediately revoke ORFC's right to use of the facility under this agreement should ORFC fail to comply with any provision of this section.

8. Force Majeure

Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the FRRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The ORFC waives any right of recovery against FRRPD and the ORFC shall not charge results of "acts of God" to FRRPD, its officers, employees, or agents.

7. No Commissions Paid

ORFC warrants that no person, selling agency, or other organization has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage, or contingent fee.

8. Fees

- a. ORFC agrees to pay District regular rental fees of \$8994.00 for the following:
 - i. Field use for scheduled practices/games
 - ii. Field lighting for scheduled practices/games
 - iii. Use of scoreboards and scoreboard control units for scheduled games
 - 1. Control units require \$1500/unit refundable deposit
 - iv. Use of storage facility
- b. This Fee shall be paid annually in three installments, as follows:
 - i. August 1st \$3000.00
 - ii. September 1st \$3000.00
 - iii. December 1st remaining balance for the season.
 - iv. Additional scheduled field use will be billed at \$12/hr per field.
 - v. Additional scheduled lighting will be billed at \$30/hr per field.
 - vi. Unauthorized use of fields and/or field lighting by will be billed to ORFC at \$50/hr



c. Fee Adjustments

- i. Fees may be reduced or waived by District in consideration for work performed or donations made by the ORFC.
- ii. Fee waivers and projects must be approved in advance by the District.
- iii. Receipts and volunteer tracking sheets must be submitted to the District to determine the value of in-kind work and/or donations.

9. Contact Information

FRRPD: Field scheduling, maintenance requests, staffing requests, and invoices

Name: Brian Wilson, Recreation Supervisor

Phone: 530.533.2011 Email: brianw@frrpd.com

ORFC: Field scheduling, maintenance requests, staffing requests, and accounts payable

Name: Jamie Kumle Phone: 530.321.7878

Email: orovilleyouthfootball.cheer@gmail.com

10. Keys and Alarm Codes

A limited number of keys will be issued for the Nolan entry, gates, and storage area. ORFC will provide FRRPD the name(s) and contact information of all authorized key holder(s). ORFC will be responsible for the collection/accounting of all keys at the end of the season. In the event of a lost or stolen key, ORFC will pay \$50 replacement fee/key

11. Termination

Either party may terminate the Agreement by giving 90 days written notice to the other party.

12. Entire Agreement

This Agreement reflects all the terms and conditions agreed upon between the parties, and there are no written or oral agreements between the parties other than as set forth in this Agreement.

13. Amendment

This Agreement may be amended with written consent of both parties.

14. Illegal or Unenforceable Terms

If any portion of this Agreement is illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect.



Signatures	
Signed: Brian Wilson Feather River Recreation and Park District Interim General Manager 1875 Feather River Blvd., Oroville, CA 95965	Date:
Signed: Kent Fowler Feather River Recreation and Park District Board Chair 1875 Feather River Blvd., Oroville, CA 95965	Date:
Signed: Jamie Kumle Oroville Rhinos Football and Cheer President	Date:

PO Box 2093 Oroville, CA 95965



EXHIBIT "A"Nolan Complex, Stand, Batting Cages and Fields





EXHIBIT "B"

Site Maintenance

Oroville Rhinos Football and Cheer (ORFC)

Pre-season Preparation (all fields)

Fields shall be inspected for holes, depressions and other hazards and reported to the District Park Supervisor.

Daily Preparation and Clean-Up

Litter, debris and other hazardous objects (including broken glass) shall be cleared from the fields, parking lots and adjacent areas. A concerted effort shall be made by ORFC to do a thorough job of litter removal and equipment prior to the scheduled mowing day, to enable the mower operator to do an efficient job of mowing.

All vehicles must stay within paved parking areas and are not authorized on fields.

The Stand

ORFC will have no access to "The Stand."

Batting Cages

ORFC will have no access to the Batting Cages.

Feather River Recreation & Park District (FRRPD)

General Field Maintenance

Weeds and other unwanted vegetation shall be removed from field areas. Fence lines, around trees, structures and other tight areas shall be treated with herbicides with sufficient frequency to prohibit the growth of unwanted vegetation on a year-round basis.

Fields and adjacent areas shall be irrigated sufficiently to maintain uniform green color throughout the year except for fields containing grasses which go dormant during the winter months.

Irrigation systems shall be maintained in good repair and proper working order.

Fields shall be fertilized at a minimum of once per year.

Structural Maintenance

Staff will perform a daily walkthrough of the site to identify and remove hazards or debris. Staff will check restroom facilities daily to ensure that facilities are clean and stocked.

F1

DATE: September 24, 2024

TO: BOARD OF DIRECTORS

FROM: BRIAN WILSON, GENERAL MANAGER

RE: Las Plumas Thunderbirds Football and Cheer - MOU 2024 Youth Football Season

SUMMARY

The Board may consider to approve the MOU between the Feather River Recreation and Park District and Las Plumas Thunderbirds Youth Football and Cheer for use of fields at the Nelson Sports Complex for the 2024 football season.

BACKGROUND

The Las Plumas Thunderbirds Youth Football and Cheer program is an affiliate nonprofit, under American Youth Football, introducing athletes to the fundamentals of youth athletics. Thunderbirds football and cheer encourages self-esteem, sportsmanship, and health and wellness, while providing for an organized, safety oriented program.

BUDGETARY IMPACT

Las Plumas Thunderbirds Football and Cheer will pay \$5340.00 for the 2024 season to help offset seasonal maintenance, utility, and operating costs of the Nelson sports complex.

RECOMMENDATION

1. Approve MOU as presented.

ATTACHMENT

MOU 2024



Memorandum of Understanding

between
Feather River Recreation and Park District
and
Las Plumas Youth Football and Cheer

This Memorandum of Understanding is made and entered into by and between Las Plumas Youth Football and Cheer (herein "LPYFC") and the Feather River Recreation and Park District (herein "FRRPD") and will commence upon the signatures of representatives of both parties.

1. Scope

To provide access to fields and facilities at the Nelson Sports Complex for the Las Plumas Youth Football and Cheer organization to provide opportunity for the Sport of Youth Football and Cheer to the greater Oroville community.

2. Agreement

- a. FRRPD agrees to:
 - i. Provide access to Baldry and Vorhees baseball/softball outfield(s) and facilities for youth football and cheer practices and scheduled games at the Nelson Sports Complex located at 2280 6th Street, Oroville, CA 95965 as scheduled. *See Exhibit "A"*
 - ii. Provide access to field lighting as scheduled.
 - iii. Provide access to field scoreboard (if requested)
 - iv. Provide approved for storage area(s) as designated by FRRPD.
 - v. Allow the display of sponsorship banners during the LPYFC season.
 - 1. All banners must be removed on the last day of the season.
 - vi. Ensure that restrooms are cleaned and stocked daily.
 - vii. Maintain the facilities in good condition, except in case of extremely heavy impact, damage by, or gross negligence of, LPYFC or its agents or employees, in which LPYFC will be held financially responsible.
 - FRRPD will provide LPYFC with an after-hours callout list that will be used by LPYFC if an
 issue with the facility arises. This list will only be used for emergency situations if LPYFC
 is not able to reach the designated FRRPD primary contact. Any failure by FRRPD to
 respond to a callout, in a timely manner, that results in cancelled events or
 postponement of events will not be the financial responsibility of LPYFC. FRRPD will
 work with LPYFC to reschedule, if possible, the cancelled/postponed event.
 - 2. Situations include, but are not limited to:
 - i. Field lighting
 - ii. Plumbing issue
 - iii. Broken water line
 - iv. Fire/flood at the facility
 - viii. Provide regular outfield maintenance and prep to include:
 - 1. Safe and playable surfaces
 - 2. Appropriate outfield grass height



b. LPYFC agrees to:

- i. Adhere to all FRRPD Rules & Regulations,
 - 1. Review and submit signed copy of Guidelines for Field Use During Inclement Weather
- ii. Provide a copy of current 501(c)(3) status.
- iii. Provide a minimum level of site maintenance See Exhibit "B"
- iv. Maintain storage room(s) and restroom facilities in a clean and safe condition while in use.
- v. Provide practice schedule(s) to FRRPD no later than 4 weeks prior to requested start date.
- vi. Provide game schedules to FRRPD no later than 2 weeks prior to requested start date.
- vii. Provide post-season/tournament schedule to FRRPD no later than 2 weeks prior to requested start date.
 - 1. Schedules may be changed at the request of either party; however, once the schedule has been set for the season, proper notification to the affected party must occur as soon as possible and no later than 48 hours prior to scheduled event/activity.
 - a. Requests for changes to previously approved schedules are not guaranteed.
- viii. Make no alterations and/or improvements to district fields and/or facilities.
 - Requests to make donations of and/or for alterations and/or improvements of district fields and/or facilities may be considered following the guidelines established by the District.
 - ix. Immediately notify FRRPD upon its discovery of any such hazardous conditions affecting the pool or the facilities.
 - x. Assume all risk of loss or damage by theft, fire, or any other cause to any personal property that it might use or store at the facilities.
 - LPYFC understands and agrees that FRRPD's use of the facilities takes precedence
 over LPYFC use. FRRPD may need to use a facility provided to LPYFC in the event of
 an emergency. In such a case, FRRPD will give LPYFC as much notice as possible.
 - xi. Animals shall not be permitted on infields, outfields, or in dugouts.

3. Term

This Agreement shall remain in effect until December 31, 2024 unless terminated, or amended, as herein provided. Under the terms of this agreement, LPYFC is afforded by FRRPD, a second priority for field usage and rental during the Las Plumas Youth Football and Cheer season. The Las Plumas Youth Football and Cheer season shall be defined as the dates beginning July 15, 2024 and ending November 30, 2024.

Upon termination of the Agreement, LPYFC will surrender the facilities in good order and condition, reasonable use, and ordinary wear and tear thereof accepted. A final walkthrough of the facilities will be done at the date/time request of LPYFC with an FRRPD representative to ensure that the facilities are in acceptable condition for FRRPD.



4. Status of the Parties

The relationship of each party to this Agreement to the other is that of landlord and tenant. At no time shall either party represent itself to be an officer, agent, or employee of the other.

5. Indemnification

LPYFC shall indemnify, defend, and hold harmless FRRPD, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the LPYFC use or occupancy of a facility or property controlled by the FRRPD, unless solely caused by the gross negligence or willful misconduct of FRRPD, its officers, employees, or agents.

6. Insurance

General liability insurance: The LPYFC shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability

- a. Such insurance shall name FRRPD, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. LPYFC shall file certificates of such insurance with the FRRPD, which shall be endorsed to provide thirty (30) days' notice to the FRRPD of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the FRRPD may deny access to the facility.
- b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the FRRPD's self-insurance pool.
- c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If LPYFC maintains higher limits than the minimums shown above, the FRRPD requires and shall be entitled to coverage for the higher limits maintained by the LPYFC. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to FRRPD.
- d. The <u>Certificate Holder</u> and <u>Name of Additional Insured</u> sections must read as follows:

 Feather River Recreation and Park District, Its Directors, Officers, Agents,
 Volunteers, and Employees

 1875 Feather River Blvd. Oroville, CA 95965
- e. Insurance provided must be primary and noncontributory and include an endorsement.



7. Compliance with all applicable law, rules, & regulations

- a. LPYFC shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- b. The LPYFC agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- c. The LPYFC further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
- d. FRRPD reserves the right to immediately revoke LPYFC's right to use of the facility under this agreement should LPYFC fail to comply with any provision of this section.

8. Force Majeure

Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the FRRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The LPYFC waives any right of recovery against FRRPD and the LPYFC shall not charge results of "acts of God" to FRRPD, its officers, employees, or agents.

7. No Commissions Paid

LPYFC warrants that no person, selling agency, or other organization has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage, or contingent fee.

8. Fees

- a. LPYFC agrees to pay District regular rental fees of \$5340.00 for the following:
 - i. Field use for scheduled practices/games
 - ii. Field lighting for scheduled practices/games
 - iii. Use of scoreboards and scoreboard control units for scheduled games
 - 1. Control units require \$1500/unit refundable deposit
- b. This Fee shall be paid annually in three installments, as follows:
 - i. September 1st \$2000.00
 - ii. October 1st \$2000.00
 - iii. December 1st remaining balance for the season.
 - iv. Additional scheduled field use will be billed at \$12/hr per field.
 - v. Additional scheduled lighting will be billed at \$30/hr per field.
 - vi. Unauthorized use of fields and/or field lighting by will be billed to LPYFC at \$50/hr



c. Fee Adjustments

- i. Fees may be reduced or waived by District in consideration for work performed or donations made by the LPYFC.
- ii. Fee waivers and projects must be approved in advance by the District.
- iii. Receipts and volunteer tracking sheets must be submitted to the District to determine the value of in-kind work and/or donations.

9. Contact Information

FRRPD: Field scheduling, maintenance requests, staffing requests, and invoices

Name: Kendyle Anderson, Executive Administrator

Phone: 530.533.2011

Email: kendylea@frrpd.com

LPYFC: Field scheduling, maintenance requests, staffing requests, and accounts payable

Name: Phone: Email:

10. Keys and Alarm Codes

A limited number of keys will be issued for the Nelson Complex field lighting.

LPYFC will provide FRRPD the name(s) and contact information of all authorized key holder(s).

LPYFC will be responsible for the collection/accounting of all keys at the end of the season.

In the event of a lost or stolen key, LPYFC will pay \$50 replacement fee/key

11. Termination

Either party may terminate the Agreement by giving 90 days written notice to the other party.

12. Entire Agreement

This Agreement reflects all the terms and conditions agreed upon between the parties, and there are no written or oral agreements between the parties other than as set forth in this Agreement.

13. Amendment

This Agreement may be amended with written consent of both parties.

14. Illegal or Unenforceable Terms

If any portion of this Agreement is illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect.



Signatures

Signed:	Date:	
Robert Brian Wilson		
Feather River Recreation and Park District		
Interim General Manager		
1875 Feather River Blvd., Oroville, CA 95965		
Signed:	Date:	
Kent Fowler		
Feather River Recreation and Park District		
Board Chair		
1875 Feather River Blvd., Oroville, CA 95965		
Signed:	Date:	
(Name)		
Las Plumas Youth Football and Cheer		

Title



EXHIBIT "A"



NELSON SPORTS COMPLEX 2290 6th St. Oroville



EXHIBIT "B"

Site Maintenance

Las Plumas Youth Football & Cheer (LPYFC)

Pre-season Preparation (all fields)

Fields shall be inspected for holes, depressions and other hazards and reported to the District Park Supervisor.

Daily Preparation and Clean-Up

Litter, debris and other hazardous objects (including broken glass) shall be cleared from the fields, parking lots and adjacent areas. A concerted effort shall be made by LPYFC to do a thorough job of litter removal and equipment prior to the scheduled mowing day, to enable the mower operator to do an efficient job of mowing.

All vehicles must stay within paved parking areas and are not authorized on fields.

Feather River Recreation & Park District (FRRPD)

General Field Maintenance

Weeds and other unwanted vegetation shall be removed from field areas. Fence lines, around trees, structures and other tight areas shall be treated with herbicides with sufficient frequency to prohibit the growth of unwanted vegetation on a year-round basis.

Fields and adjacent areas shall be irrigated sufficiently to maintain uniform green color throughout the year except for fields containing grasses which go dormant during the winter months.

Irrigation systems shall be maintained in good repair and proper working order.

Fields shall be fertilized at a minimum of once per year.

Structural Maintenance

Staff will perform a daily walkthrough of the site to identify and remove hazards or debris. Staff will check restroom facilities daily to ensure that facilities are clean and stocked.



AUGUST 2024 DEPARTMENT UPDATES

Parks & Maintenance Department Update

Joe Velasquez – Park Supervisor

Completed Tasks/Projects

See Attached: Report from MaintainX app.

Additional Information:

Riverbend Park Asphalt Path Project: The project is on schedule. The construction company is setting forms and tying in rebar the week of Sept 16-20. Concrete is scheduled to be poured Monday September 23 and clean up and project completion is scheduled for Wednesday September 25th.

Surplus Sale: Scheduled for September 20th.

Move to OCC: Been spending a majority of time the last month prepping and executing the moving. We have moved all office locations. We have moved the majority of the items and equipment that we plan to keep. All other items are going to surplus, and if they are not sold, will have to be either donated or thrown away.

Sheriff work crew: Have been focused heavily on the disc golf course. Removing fire hazards, removing dangerous trees, and clearing out camps.

Upcoming/Ongoing Projects:

- Brush/land clearing throughout Riverbend
- Feather River Clean Up
- Riverbend Asphalt Project
- Riverbend South Gate Upgrade
- Surplus Sale
- Move to Convention Center

Administration, Events, and Marketing

Kendyle Anderson- Executive Administrator

Recently completed events/projects:

The Half-Mile Riverbend Fitness Trail ribbon cutting is scheduled for Sunday, September 29th at 3:00 pm, during the first Fall Concert in the Park. Lori, a representative from Butte County Public Health and CalFresh, and Kristy and Raheem, the fitness professionals in the instructional videos, will be present during the ribbon cutting.

Current events/project:

Staff are finalizing the vendors for the Fall Concerts in the Park. We have an average of 250 people on Facebook that are interested in attending the concerts. We have purchased cups with the FRRPD logo to promote the Spring/Fall concerts to the community.



AUGUST 2024 DEPARTMENT UPDATES

Wrapping up details for the Feather River Clean Up on September 22nd. Volunteer meals have been purchased and we are excited for the number of volunteers we will have this year. The Oroville Kiwanis will be cooking the volunteer meal, Ragtop Rockers will be performing from 11:00am-1:00pm. Thank you to Safeway, DWR, and Recology for their donations towards the event.

FRRPD will booth during the salmon festival and will have a salmon-based activity. We will provide flyers and information regarding upcoming programming and events.

Upcoming events/projects:

Work with Board Members to ensure required board trainings are completed by Thursday, October 11th to remain compliant.

Recreation Department Update

Jenna Walker- Recreation Supervisor

Recently completed events/projects:

- Continued learning fundamentals of FRRPD procedures, facilities, systems and platforms
- Continued introduction and outreach to community contacts and organizations
- Moving, downsizing, and organization all Recreation Department supplies, equipment, etc.
- Planning and implementation for all FRRPD sports leagues and activities

Current events/projects:

- Youth Sports Fall Leagues:
 - Volleyball and XC officials training
 - Season scheduling, implementation, and facilities coordination
- Adult Sports Fall Leagues:
 - Softball official training
 - Season scheduling, implementation, and facilities coordination

Upcoming events/projects:

- Youth Volleyball League: Scheduled Sept. 16 October 22
 - o 27 youth teams largest volleyball league on record! Tremendous community interest in volleyball!
 - All games held at FRRPD Gym at Oroville Convention Center (OCC) on Monday, Tuesday, Wednesday, and Thursday at 4-8 PM
- Youth Cross Country League: Scheduled Sept. 18 October 16
 - Meets at Riverbend Park
 - o 120+ youth registered as of 9/17
 - Course distances range from 0.35 miles (grades K-2) to 2.6 miles (grades 7-8)
- Adult Sports Fall Softball Leagues: Scheduled Sept. 16 Nov. 18
 - Softball Men's and Coed leagues
 - 25 teams largest league participation on record since 2017!
- Recreation classes and offerings:
 - Working to develop schedule of offerings for 2025
 - Developing partnerships for recreation offerings through schools as a vendor



AUGUST 2024 DEPARTMENT UPDATES

- o Inventorying current offerings in the district and identifying community interests
- Maximization of facility space and resources including organization and optimization
- Staff will be looking into expansion of collaborative opportunities with community partners to provide a broader scope of recreational opportunities to district residents.
- Learning more!

Work Orders List for 08/21/2024 - 09/18/2024



ID	TITLE	LOCATION & ASSET	CATEGORIES	ASSIGNEES	DUE	TIME & COST		STATUS
#7945	Pour pad	Maintenance Shop 2012 Ram 1500 (assigned to Dom)	Medium Request	Hue Vang Dommie		Total Time Costs Total Time Total Costs	\$265.15 11h 10m 0s \$265.15	✓ Done Completed by Hue Vang on 08/21/2024
#7946	Pump water off the soccer field look for station to turn down time	Riverbend Park	Medium Irrigation Repair	Eric Danner Hue Vang		Total Time Costs Total Time Total Costs	\$69.63 2h 30m 0s \$69.63	✓ Done Completed by Hue Vang on 08/21/2024
#7955	Old cans	Maintenance Shop Bobcat T550	Medium Project Clean up	Eric Danner Hue Vang Jesus Aispuro Dommie Randy Schmidt		Total Time Costs Total Time Total Costs	\$277.54 13h 0m 0s \$277.54	✓ Done Completed by Jesus Aispuro on 08/21/2024
#7941	Move Jr. Giants Equipment	Nelson Sports Complex	High Request	Dommie Marek Nielsen	08/22/2024	Total Time Costs Total Time Total Costs	\$26.06 1h 30m 0s \$26.06	✓ Done Completed by Marek Nielsen on 08/22/2024
#7982	Brandt field	Feather River Recreation and Park District Toro time cutter	High Request	Dommie		Total Time Costs Total Time Total Costs	\$37.48 2h 0m 0s \$37.48	✓ Done Completed by Dommie on 08/23/2024
#7944	Demo bleachers at Vorhees Field	Nelson Sports Complex	High Request	Eric Danner Jesus Aispuro Marco Aispuro Dommie Randy Schmidt		Total Time Costs Total Time Total Costs	\$838.19 43h 30m 0s \$838.19	✓ Done Completed by Eric Danner on 08/23/2024

ID	TITLE	LOCATION & ASSET	CATEGORIES	ASSIGNEES	DUE	TIME & COST		STATUS
				Marek Nielsen				
#7940	Repair hole in fence MLK	Martin Luther King Jr Park	Medium Vandalism Repair	Maintenance Team Paul Vang		Total Time Costs Total Time Total Costs	\$12.25 44m 32s \$12.25	✓ Done Completed by Paul Vang on 08/24/2024
#7991	Cheriff Crew	Maintenance Shop Bobcat T550	High Project Sheriff Work Crew	Marco Aispuro Randy Schmidt		Total Time Costs Total Time Total Costs	\$178.58 9h 0m 0s \$178.58	✓ Done Completed by Marco Aispuro on 08/24/2024
#8002	repair wheel barrow wooden handle	Feather River Recreation and Park District	Medium Damage Repair	Paul Vang		Total Time Costs Total Time Total Costs	\$15.84 57m 35s \$15.84	✓ Done Completed by Paul Vang on 08/25/2024
#7980	Relocate bleachers	Nelson Sports Complex	High Request	Eric Danner Hue Vang Paul Vang Randy Schmidt		Total Time Costs Total Time Total Costs	\$615.63 28h 30m 0s \$615.63	✓ Done Completed by Eric Danner on 08/26/2024
#8009	Cheriff crew	Maintenance Shop Bobcat T550	High Project Sheriff Work Crew	Marco Aispuro		Total Time Costs Total Time Total Costs	\$146.58 7h 0m 0s \$146.58	✓ Done Completed by Marco Aispuro on 08/26/2024
#8012	Unclog Men's and Womens Sink Riverbend South Restroom	Maintenance Shop 2012 Ram 1500 (assigned to Dom)	Repair	Maintenance Team Dommie Adam Herrera		Total Time Costs Total Time Total Costs	\$9.37 30m 0s \$9.37	✓ Done Completed by Dommie on 08/27/2024

ID	TITLE	LOCATION & ASSET	CATEGORIES	ASSIGNEES	DUE	TIME & COST		STATUS
#8026	Cheriff crew	Maintenance Shop Bobcat T550	High Project	Marco Aispuro		Total Time Costs Total Time	\$73.29 3h 30m 0s	✓ Done Completed by Marco Aispuro on 08/27/2024
			Sheriff Work			Total Costs	\$73.29	
			Crew					
#8028	Pick up new drinking fountains from city	Maintenance Shop	Medium	Maintenance Team Hue Vang	08/28/2024	Total Time Costs	\$23.75	✓ Done
	,		Request	Dommie		Total Time	1h 0m 0s	Done Completed by Marco Aispuro on 08/27/2024 Done Completed by Hue Vang on 08/28/2024 Done Completed by Marco Aispuro on 08/28/2024 Done Completed by Dommie on 08/29/2024 Done Completed by joseph velasquez on 08/29/2024 Done Completed by joseph velasquez on 08/29/2024
						Total Costs	\$23.75	
#8030	Cheriff crew	Maintenance Shop	High	Marco Aispuro		Total Time Costs	\$83.76	
		Bobcat T550	Project Sheriff			Total Time	4h 0m 0s	
						Total Costs	\$83.76	
			Work Crew					
#8022	Replace compressor	Maintenance Shop	Low	Eric Danner		Total Time Costs	\$9.37	
	pressure switch		Mechanical	Dommie		Total Time	30m 0s	Completed by Dommie on 08/29/2024
			Repair			Total Costs	\$9.37	
#00.4 =								
#8047	Move prep.	Activity Center	Move to Convention	joseph velasquez Jesus Aispuro		Total Time Costs	\$133.07	
			Center	Dommie		Total Time	6h 0m 0s	velasquez on 08/29/2024
						Total Costs	\$133.07	
#8051	Wiring inspection for Internet and Phone	Oroville Convention Center	High	joseph velasquez		Total Time Costs	\$105.22	
	internet and Phone	Center	High	Dommie		Total Time	4h 0m 0s	Completed by Hue Vang on 08/28/2024 Done Completed by Marco Aispuro on 08/28/2024 Done Completed by Dommie on 08/29/2024 Done Completed by joseph velasquez on 08/29/2024 Done Completed by joseph velasquez on 08/29/2024
			Convention			Total Costs	\$105.22	
			Center					

ID	TITLE	LOCATION & ASSET	CATEGORIES	ASSIGNEES	DUE	TIME & COST		STATUS
#7978	Cleanup DWR parking lot	Nelson Sports Complex	High Request	Eric Danner Jesus Aispuro Marco Aispuro Dommie Randy Schmidt		Total Time Costs Total Time Total Costs	\$506.51 25h 30m 0s \$506.51	✓ Done Completed by Marco Aispuro on 08/29/2024
#8061	Picking up brush, at Riverbend	Maintenance Shop PJ Dump Trailer	Medium Request Sheriff Work Crew	Maintenance Team Jesus Aispuro Randy Schmidt		Total Time Costs Total Time Total Costs	\$73.88 4h 0m 0s \$73.88	✓ Done Completed by Randy Schmidt on 08/30/2024
#8063	Water faucet under sink	Maintenance Shop 2019 Ford F-250	High Request	Hue Vang Paul Vang		Total Time Costs Total Time Total Costs	\$45.25 2h 0m 0s \$45.25	✓ Done Completed by Paul Vang on 08/30/2024
#8023	Replace trash cans at Riverbend	Riverbend Park	Medium Project	Eric Danner Hue Vang Jesus Aispuro Dommie Randy Schmidt		Total Time Costs Total Time Total Costs	\$847.91 38h 30m 0s \$847.91	✓ Done Completed by Eric Danner on 08/30/2024
#8072	Cheriff crew	Maintenance Shop Bobcat T550	High Project Sheriff Work Crew	Marco Aispuro		Total Time Costs Total Time Total Costs	\$125.64 6h 0m 0s \$125.64	✓ Done Completed by Marco Aispuro on 08/31/2024
#8086	repair black fences panels	Bedrock Skate Park	Medium Vandalism Repair	Paul Vang		Total Time Costs Total Time Total Costs	\$16.50 1h 0m 0s \$16.50	✓ Done Completed by Paul Vang on 09/01/2024

ID	TITLE	LOCATION & ASSET	CATEGORIES	ASSIGNEES	DUE	TIME & COST		STATUS
#8087	wash down the concrete around new drinking fountain	Restrooms Parent: Nelson Sports Complex	Medium Clean up	Paul Vang		Total Time Costs Total Time Total Costs	\$27.50 1h 40m 0s \$27.50	✓ Done Completed by Paul Vang on 09/01/2024
#8085	Fix fence at stake park	Bedrock Skate Park	Medium Vandalism Repair	Randy Schmidt				✓ Done Completed by Randy Schmidt on 09/01/2024
#8109	Cheriff crew	Riverbend Park	High	Marco Aispuro		Total Time Costs Total Time	\$83.76 4h 0m 0s	✓ Done Completed by Marco Aispuro on 09/03/2024
			Project Sheriff			Total Costs	\$83.76	
			Work Crew					
#8115	Mark electric line water line and trimming trees at	Maintenance Shop 2019 Ford F-250	High	Eric Danner Hue Vang		Total Time Costs Total Time	\$187.75 7h 0m 0s	✓ Done Completed by Eric Danner on 09/04/2024
	Riverbend park behind the amphitheater		Maintenance			Total Costs	\$187.75	
#8076	broken valve needs to be repair.	Maintenance Shop 2012 Ram 1500	Medium	Maintenance Team Eric Danner		Total Time Costs	\$53.00 2h 0m 0s	✓ Done Completed by Eric Danner
		(assigned to Dom)	Irrigation Repair	Hue Vang		Total Costs	\$53.00	on 09/04/2024
#8132	District Document Sorting and Shred	Maintenance Shop	High	joseph velasquez Jesus Aispuro		Total Time Costs	\$276.77	✓ Done Completed by joseph
			Maintenance	Dommie Brian Wilson		Total Time Total Costs	12h 0m 0s \$276.77	velasquez on 09/04/2024
#8075	leak at big bear	Maintenance Shop	Medium	Maintenance Team		Total Time Costs	\$529.99	✓ Done
	pavilion	2012 Ram 1500 (assigned to Dom)	Irrigation	joseph velasquez Hue Vang		Total Time	23h 10m 0s	Completed by joseph velasquez on 09/05/2024
		. 5	Repair	Jesus Aispuro		Total Costs	\$529.99	

ID	TITLE	LOCATION & ASSET	CATEGORIES	ASSIGNEES	DUE	TIME & COST		STATUS
	=			Marco Aispuro Dommie				
#8145	Water leak at Nolam	Maintenance Shop	High	Hue Vang Randy Schmidt		Total Time Costs	\$67.13	✓ Done Completed by Randy
		2019 Ford F-250	Irrigation	Randy Schillidt		Total Time	3h 0m 0s	Schmidt on 09/05/2024
			Repair			Total Costs	\$67.13	
#8146	Pressure washing		Clean	Adam Herrera		Total Time Costs	\$32.00	✓ Done
	MLK stage		up			Total Time	2h 0m 0s	Completed by Adam Herrera on 09/05/2024
						Total Costs	\$32.00	
#7895	Check Parking Lot	Martin Luther King Jr	High		08/19/2024	Total Time Costs	\$795.83	✓ Done
	Lighting at MLK Park	Park	Safety	joseph velasquez Jesus Aispuro		Total Time	34h 26m 29s	Completed by Jesus Aispuro on 09/06/2024
			Calciy	Marco Aispuro		Total Costs	\$795.83	
				Dommie Adam Herrera				
#8156	Cleaning gazebo for	Maintenance Shop	High	Hue Vang		Total Time Costs	\$98.54	✓ Done
	the rentals	2019 Ford F-250	Rental	Jesus Aispuro		Total Time	4h 30m 0s	Completed by Randy Schmidt on 09/06/2024
			(tonds	Randy Schmidt		Total Costs	\$98.54	
#8161	Pressure wash snack		Maintenance	Adam Herrera		Total Time Costs	\$17.48	✓ Done
	bar					Total Time	1h 5m 33s	Completed by Adam Herrera on 09/06/2024
						Total Costs	\$17.48	
#8167	Cheriff crew	Maintenance Shop	Project	Marco Aispuro		Total Time Costs	\$104.70	✓ Done
		Bobcat T550	Sheriff			Total Time	5h 0m 0s	Completed by Marco Aispuro on 09/07/2024
			Work Crew			Total Costs	\$104.70	

ID	TITLE	LOCATION & ASSET	CATEGORIES	ASSIGNEES	DUE	TIME & COST		STATUS
#8187	Cheriff crew	Maintenance Shop Bobcat T550	High Project	Marco Aispuro		Total Time Costs Total Time	\$125.64 6h 0m 0s	✓ Done Completed by Marco Aispuro on 09/09/2024
			Sheriff			Total Costs	\$125.64	
			Work Crew					
#7960	Install new trash cans at Nelson	Nelson Sports Complex	Low	Maintenance Team Eric Danner		Total Time Costs	\$761.85	✓ Done Completed by Eric Danner on 09/09/2024
	complex . One concrete slab		Project	Hue Vang Jesus Aispuro		Total Costs	\$761.85	011 09/09/2024
				Paul Vang Dommie Randy Schmidt Marek Nielsen				
#8191	Remove fallen branch	Palermo Park	High	Eric Danner		Total Time Costs	\$72.75 3h 0m 0s	✓ Done Completed by Eric Danner on 09/09/2024
			Tree removal			Total Costs	\$72.75	311 00/00/2021
#8163	Move volleyball standards from Ac	Oroville Convention Center	High	Maintenance Team joseph velasquez	09/09/2024	Total Time Costs	\$8.25	✓ Done Completed by joseph
	and shop to OCC		Request	Paul Vang		Total Coata	30m 0s	velasquez on 09/10/2024
						Total Costs	\$8.25	
#8048	Install water fountains at Nelson	Nelson Sports Complex	Medium	Maintenance Team joseph velasquez		Total Time Costs	\$681.48 28h 30m 0s	✓ Done Completed by joseph
			Project	Eric Danner		Total Costs	\$681.48	velasquez on 09/10/2024
	Hue Vang Paul Vang Dommie Randy Schmidt Marek Nielsen							

ID	TITLE	LOCATION & ASSET	CATEGORIES	ASSIGNEES	DUE	TIME & COST		STATUS
#7736	Dog park well testing.	Dog Park Parent: Riverbend Park	High Safety	Maintenance Team Paul Vang	09/01/2024	Total Time Costs Total Time	\$16.46 59m 52s	✓ Done Completed by Paul Vang on 09/10/2024
			Galety			Total Costs	\$16.46	
#8205	Cheriff crew	Maintenance Shop	High	Marco Aispuro		Total Time Costs	\$62.82	✓ Done Completed by Marco
		Bobcat T550	Project			Total Time	3h 0m 0s	Aispuro on 09/10/2024
			Sheriff			Total Costs	\$62.82	
			Work Crew					
#7641	Ground Squirrel Eradication	Nolan Sports Complex	Medium	Maintenance Team		Total Time Costs	\$219.87	✓ Done
	Eradication		Safety	joseph velasquez Jesus Aispuro		Total Time	10h 30m 0s	Completed by joseph velasquez on 09/10/2024
			Calsty	Adam Herrera		Total Costs	\$219.87	
#8236	Walk through	Maintenance Shop	Medium	Dommie		Total Time Costs	\$42.17	✓ Done
		2012 Ram 1500	Request			Total Time	2h 15m 0s	Completed by Dommie on 09/12/2024
		(assigned to Dom)	request			Total Costs	\$42.17	
#8237	Cheriff Crew	Maintenance Shop	High	joseph velasquez		Total Time Costs	\$125.64	✓ Done
		Bobcat T550	Project	Marco Aispuro		Total Time	6h 0m 0s	Completed by joseph velasquez on 09/13/2024
			Sheriff			Total Costs	\$125.64	
			Work Crew					
#8147	Need to install new	Maintenance Shop	Medium	Hue Vang		Total Time Costs	\$89.50	✓ Done
	facet for the horse shoe pit. 2019 Fo	2019 Ford F-250	Request	Randy Schmidt		Total Time	4h 0m 0s	Completed by Hue Vang on 09/13/2024
	-		Noquest			Total Costs	\$89.50	0

ID	TITLE	LOCATION & ASSET	CATEGORIES	ASSIGNEES	DUE	TIME & COST		STATUS
#7928	Trimming and lift trees limbs	Maintenance Shop PJ Dump Trailer	Low Maintenance	Jesus Aispuro Marco Aispuro Paul Vang		Total Time Costs Total Time Total Costs	\$897.98 43h 23m 24s \$897.98	✓ Done Completed by Jesus Aispuro on 09/13/2024
#8215	Cones for XC meets	Riverbend Park	High Request	Maintenance Team Dommie Randy Schmidt Adam Herrera	09/18/2024	Total Time Costs Total Time Total Costs	\$8.00 30m 0s \$8.00	✓ Done Completed by Dommie on 09/16/2024
#8110	Paint rooms, replace lights, replace outlets and switches at convention center	Oroville Convention Center	Medium Request	joseph velasquez Eric Danner Hue Vang Jesus Aispuro Marco Aispuro Paul Vang Dommie Randy Schmidt Marek Nielsen		Total Time Costs Total Time Total Costs	\$3,141.97 129h 45m 13s \$3,141.97	✓ Done Completed by joseph velasquez on 09/16/2024
#8279	truck need oil change	Maintenance Shop 2012 Ram 1500 (assigned to Dom)	Medium Request	Paul Vang		Total Time Costs Total Time Total Costs	\$6.89 25m 4s \$6.89	✓ Done Completed by Paul Vang on 09/16/2024
#8280	Mower blades	Feather River Recreation and Park District Toro time cutter	Medium Maintenance	Hue Vang Dommie		Total Time Costs Total Time Total Costs	\$94.98 4h 0m 0s \$94.98	✓ Done Completed by Hue Vang on 09/16/2024
#8202	Repair non-working toilet	Restrooms Parent: Palermo Park	Medium Maintenance	Maintenance Team Eric Danner Jesus Aispuro Adam Herrera		Total Time Costs Total Time Total Costs	\$57.32 2h 30m 0s \$57.32	✓ Done Completed by Eric Danner on 09/16/2024

ID	TITLE	LOCATION & ASSET	CATEGORIES	ASSIGNEES	DUE	TIME & COST		STATUS
#8201	Repair fence	Palermo Park	Medium Repair	Maintenance Team Eric Danner Hue Vang Jesus Aispuro Marco Aispuro Randy Schmidt		Total Time Costs Total Time Total Costs	\$351.15 16h 0m 0s \$351.15	✓ Done Completed by Eric Danner on 09/16/2024
#8282	Fix fencing at Dog park	Riverbend Park	Medium Repair	Maintenance Team Eric Danner Jesus Aispuro Marek Nielsen		Total Time Costs Total Time Total Costs	\$53.19 2h 30m 0s \$53.19	✓ Done Completed by Jesus Aispuro on 09/16/2024
#8064	Replace anchors on tennis courts 5 & 8	Bedrock Tennis Court	High Repair	Eric Danner Hue Vang Dommie		Total Time Costs Total Time Total Costs	\$94.98 4h 0m 0s \$94.98	✓ Done Completed by Hue Vang on 09/16/2024
#8225	Sanitize well at Dog Park	Dog Park Parent: Riverbend Park	High Safety	Maintenance Team Eric Danner Hue Vang Dommie		Total Time Costs Total Time Total Costs	\$114.21 4h 10m 0s \$114.21	✓ Done Completed by Eric Danner on 09/18/2024
#8283	MLK park irrigation wire cut and lost station #14 need work	Maintenance Shop 2019 Ford F-250	High Vandalism Repair	Hue Vang Randy Schmidt Marek Nielsen		Total Time Costs Total Time Total Costs	\$173.38 7h 15m 0s \$173.38	✓ Done Completed by Randy Schmidt on 09/18/2024
#8289	Blow foot path by beach at Riverbend.	Riverbend Park	High Safety	Maintenance Team Eric Danner Hue Vang	09/17/2024	Total Time Costs Total Time Total Costs	\$26.50 1h 0m 0s \$26.50	✓ Done Completed by Hue Vang on 09/18/2024
#8297	Quick connect at Riverbend beach need new irrigation box	Maintenance Shop 2019 Ford F-250	Medium Damage	Hue Vang Randy Schmidt		Total Time Costs Total Time Total Costs	\$22.38 1h 0m 0s \$22.38	✓ Done Completed by Randy Schmidt on 09/18/2024

ID	TITLE	LOCATION & ASSET	CATEGORIES	ASSIGNEES	DUE	TIME & COST		STATUS
	9		Storm Damage					
#8307	Replace broken boards on Pomona	Nolan Sports Complex	High	Eric Danner Hue Vang		Total Time Costs	\$44.75 2h 0m 0s	✓ Done Completed by Hue Vang
	backstop		Repair	Randy Schmidt		Total Costs	\$44.75	on 09/18/2024
#8305	Cheriff crew	Maintenance Shop	High	Marco Aispuro		Total Time Costs	\$125.64	✓ Done
	Bobcat T550	Project			Total Time	6h 0m 0s	Completed by Hue Vang on 09/18/2024 Done Completed by Marco Aispuro on 09/18/2024 Done Completed by Hue Vang on 09/18/2024	
			Sheriff			Total Costs	\$125.64	
			Work Crew					
#8310	Return Shopping Carts	Maintenance Shop	Medium	Maintenance Team Hue Vang		Total Time Costs	\$22.38 1h 0m 0s	Completed by Hue Vang
			Request	Randy Schmidt				Completed by Hue Vang on 09/18/2024 Done Completed by Marco Aispuro on 09/18/2024 Done Completed by Hue Vang
						Total Costs	\$22.38	

H1

STAFF REPORT

DATE: August 22, 2024

TO: FRRPD Board of Directors

FROM: Brian Wilson, General Manager

RE: Levy Administration Renewal Agreement

SUMMARY

The Board may consider renewing the Levy Administration Services agreement with SCI Consulting Group, for engineering services and other responsibilities SCI would perform as the Engineer of Work and Assessment Levy Administrator for the Feather River Recreation and Park District

DISCUSSION

The SCI Consulting Group agreement to provide engineering and levy administration services for the District expired at the conclusion of Fiscal Year 2023 – 24.

A new agreement has been presented by SCI Consulting Group for the Fiscal Years of 2024-25, 2025-26, and 2026-27.

In addition to the administration of the assessment of the Park Maintenance and Recreation improvement District, SCI has recently provide services to the District for the levy and administration of CFD2022-01, as well as preparing the Park Impact Fee Nexus Study - 2023

FISCAL IMPACT

Expense

- FY 2024-25 \$15,845.00
- FY 2025-26 \$16,320.00
- FY 2026-27 \$16,810.00

This is an approximate 3% increase from last year, with approximately 3% annual increases for the following 2 years, when compared to the last 3-year agreement.

Attachments:

SCI-Levy Administration Renewal Agreement

Levy Administration Services Agreement

THIS AGREEMENT is made on _______, 2024, between the Feather River Recreation & Park District, ("District") and SCI Consulting Group ("Consultant" or "SCI"), a California Corporation, who agree as follows:

Scope of Work ("Work"). Consultant shall perform the work and render the services
described in the Scope of Work shown below (the "Work"). The Consultant shall provide
all labor, equipment, material and supplies required or necessary to properly and
competently perform the Work, and determine the method, details and means of doing
the Work.

2. Payment.

- a. In exchange for the Work, the District shall pay to the Consultant a fee for completed phases of the Work. The total fee for the Work shall not exceed amounts set forth in the Fee Schedule shown below. There shall be no compensation for extra or additional work or services by the Consultant unless approved in advance in writing by District. The Consultant's fee shall include all of the Consultant's costs and expenses related to the Work.
- b. At the completion of each phase of the Work, the Consultant shall submit to the District an invoice for the Work performed. If the Work is satisfactorily completed and the invoice is accurately computed, the District shall pay the invoice within 30 days of its receipt.
- 3. **Term.** This Agreement shall take effect on the above date and shall continue in effect until completion of the Work.

4. Insurance.

a. Types & Limits. The Consultant, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

Commercial General Liability \$2,000,000 per occurrence

\$4,000,000 aggregate

Automobile Liability \$2,000,000 per accident

Workers' Compensation Statutory limits

Professional Liability \$2,000,000 per claim

Excess Liability (over General \$1,000,000 per occurrence Liability & Auto Liability) \$\$ \$1,000,000 aggregate

- b. **Other Requirements.** The general liability policy(ies) shall be endorsed to name the District, its officers and employees as additional insureds regarding liability arising out of the Work.
- c. **Proof of Insurance.** Upon request, the Consultant shall provide to the District proof of insurance.
- 5. Indemnification. The Consultant shall indemnify, defend, protect, and hold harmless the District, and its officers and employees from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) arising out of the Consultant's performance of the Work and caused by willful misconduct of or by the Consultant or its employees, agents and subcontractors.
- 6. Entire Agreement. This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.
- 7. **Independent Contractor.** The Consultant's relationship to the District is that of an independent contractor.
- **8. Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, the Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of the District.
- No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.
- 10. **Severability.** If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.
- 11. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 12. **Default.** In the event that the Consultant defaults in the obligations of the Consultant under this Agreement, or the Consultant defaults in the performance of the terms and conditions of this Agreement, the District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: a) enforce performance of the Agreement by the Consultant; or b) terminate this Agreement. In the event that this Agreement is terminated, payment shall still be due for all Work performed by the Consultant through the date of the termination.
- 13. **Cancellation.** The District or the Consultant may cancel this Agreement without cause. The party desiring to cancel this Agreement shall notify the other party in writing. In the event that this Agreement is cancelled, payment shall still be due for all Work performed by the Consultant through the date of the notification of cancellation.

Αį	ttorney's Fees. In the egreement, the prevailing ees, expert witness and co	g party shall be entitle	ed to an award of rea	

Public Agency:

Feather River Recreation and Park District

SCI Consulting Group

1875 Feather River Blvd

4745 Mangels Boulevard

Oroville, CA 9596

Fairfield, CA 94534

Any party may change its address by notifying the other party of the change in the manner provided below:

15. **Notice.** Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail or by commercial delivery service, addressed as follows:

Scope of Work

This section outlines the engineering services and other responsibilities SCI would perform as the Engineer of Work and Assessment Levy Administrator for the Feather River Recreation and Park District.

DEFINITIONS

District: Feather River Recreation and Park District, staff and Directors.

Assessment: Park Maintenance and Recreation Improvement District

SCI or Consultant: SCI Consulting Group, and any and all employees and subcontractors.

Administration: Services related to the determination, levy and collection of assessment

revenues.

ENGINEER'S REPORT AND OTHER DOCUMENTS

- 1. Obtain upcoming fiscal year estimated cost information from the District to use as a basis for the budget in the Engineer's Report.
- Calculate and prepare the preliminary assessment roll for inclusion in the Engineer's Report.
- 3. Prepare the Engineer's Report, including any necessary upgrades due to any recent court rulings or other requirements.
- 4. File the final Engineer's Report with the District.
- 5. Prepare any needed resolutions and staff reports for the Assessment.
- 6. Prepare and assist with the publication of any notices for the continuation of the Assessment.
- 7. Attend the District Board meeting at which the public hearing is held, and the Engineer's Report is approved.

CONFIRMATION OF DISTRICT PARCELS, LEVY CALCULATION, VERIFICATION AND SUBMITTAL

- 1. Create a database including every parcel in the boundaries of the Assessment District, including the parcel attributes necessary for calculating the Assessments, and update it with new information for the upcoming year.
- 2. Identify new or changed parcels that may require an updated or new assessment calculation and recalculate the final assessment on a parcel-by-parcel basis.

3. Prepare the final Assessment Roll for the Assessment District and submit it to the County for inclusion on the upcoming fiscal year tax bills.

DISTRICT INFORMATION AND LEVY CONFIRMATION

1. Verify and validate Auditor's levy data prior to the printing of tax bills.

RESPONDING TO PUBLIC INQUIRIES AND APPEALS

- 1. Provide the County Auditor/Tax Collector with our toll-free phone number so property owners can directly contact SCI Consulting Group throughout the fiscal year regarding any questions that arise.
- 2. Throughout the fiscal year, research and, if necessary, revise any Assessments which we find to be based upon incorrect information being used to apply the method of assessment. (It should be noted that, due to our comprehensive levy validation procedures, actual revisions are expected to be very minimal, if any.)

DEFENSE AND SUPPORT OF THE ASSESSMENTS

- 1. Provide a full response, support of the assessments and basis for the assessments to any person who questions the assessments or the legal basis for the assessments.
- 2. In the event of any legal challenge or petition against the assessments, provide professional, assessment engineering and technical support in support of the assessments. If such services are required, they would be provided in close collaboration with the District and District legal counsel.

Fee Schedule

SCI shall be compensated for the performance of the Scope of Work as follows:

	2	024-25	2	025-26	2	026-27
Annual Levy Administration		15,845	\$	16,320	\$	16,810
Payment due on August 10:	\$	10,080	\$	10,390	\$	10,700
Balance due on January 31:	\$	5,765	\$	5,930	\$	6,110
Incidental Costs		1,500	\$	1,500	\$	1,500
Total Contract Authorization		17,345	\$	17,820	\$	18,310

- 3. The Scope of Work includes one meeting with the District. Any additional meetings shall be billed at the rate of \$550 per person per meeting.
- 4. In the event that the District elects to request optional, additive scope of work, SCI will work with the District to negotiate compensation for these additional tasks and execute an Addendum to the agreement for these additional services.
- 5. Incidental costs incurred by SCI for the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the Scope of Work shall be reimbursed at actual cost by the District with total cost not to exceed \$1,500 per year, without prior authorization from the District. Publication of the legal notice of public hearing will be billed separately as incurred.

Note: All costs associated with this proposal can be financed or refunded by assessment proceeds.

The Fee Schedule shown above is valid as long as this agreement is executed within 90 days from the date this agreement was submitted to the District.

Signature Page

By signing below, we agree to the terms of this Levy Administration Services Agreement.

Accepted:	Accepted:
	J. W. Fla
Brian Wilson	John W. Bliss
General Manager	President
Feather River Recreation and Parks District	SCI Consulting Group
Date	Date