



FEATHER RIVER RECREATION & PARK DISTRICT
Regular Board Meeting
September 27, 2022

ACTIVITY CENTER
1875 Feather River Blvd.
Oroville, CA 95965

AGENDA **Closed Session 5:00 PM/Open Session Immediately Following**

Written comments must be sent to victoriaa@frrpd.com 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 Steven Rocchi
Vice-Chairperson Shannon DeLong
Director Scott "Kent" Fowler
Director Devin Thomas
Director Clarence "Sonny" Brandt

PLEDGE OF ALLEGIANCE

CLOSED SESSION

1. Property Negotiations, Pursuant to Government Code Section 54956.8
Property Asset Update

2. Conference with Legal Counsel: Pursuant to Government Code section 54956.9
Existing Litigation – Cervantes v FRRPD

3. Interim General Manager, Pursuant to Government Code section 49457

CLOSED SESSION ANNOUNCEMENTS

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 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. August 23, 2022 Regular Board Meeting Minutes (Appendix A)**
- 2. August 31, 2022 Special Board Meeting (Appendix B)**
- 3. August 2022 Financials (Appendix C)**

Consent Agenda Motion:

Vote:

ACTION ITEM(S)

- 1. Letter of Support Request by the Feather River Recovery Alliance** (Appendix D)
Presentation by Shawn Rohrbacker, Green Gate Landscape Architects: Settlement Agreement for licensing of the Oroville Facilities FERC Project No. 2100.
Motion:
Vote:

- 2. RESOLUTION NO. 1995-22: A RESOLUTION ADOPTING LOCAL GOALS AND POLICIES FOR THE USE OF THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982** (Appendix E)
Presentation by Blair Aas, SCI Consulting Group
Motion:
Vote:

- 3. RESOLUTION NO. 1996-22: A RESOLUTION INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT 2022-01 (PARK MAINTENANCE) AND FUTURE ANNEXATION AREA FEATHER RIVER RECREATION AND PARK DISTRICT** Community Facilities District No. 2022-01 (Appendix F)
Motion:
Vote:

- 4. RESOLUTION NO. 1997-22: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT APPROVING TRANSFERRING OWNERSHIP OF 3 PROPERTY DEEDS LOCATED AT BEDROCK PARK TO THE CITY OF OROVILLE: ACCESSOR'S PARCEL NUMBERS (APN) 035-290-018 and 035-290-040 and 035-290-019** (Appendix G)
Motion:
Vote:

- 5. Right of Entry Agreement with Pacific Gas & Electric for Riverbend Park** (Appendix H)
Motion:
Vote:

- 6. RESOLUTION NO. 1998-22: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT APPROVING A 60-MONTH FINANCE AGREEMENT WITH FORD MOTOR CREDIT COMPANY** (Appendix I)
Motion:
Vote:

- 7. Agreement with Legal Services for Labor Law: Boucher Law, PC** (Appendix J)
Motion:
Vote:

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

UNFINISHED BUSINESS

- 1. PGE Tree Work at Riverbend Park**
- 2. Nelson Pool Update**
- 3. 2030 Master Plan Update from Melton Design Group**
- 4. Brad Freeman Trail Project Update**

BOARD ITEMS FOR UPCOMING AGENDA(S)

1. October 4th Special Board Meeting

Review Bids for Riverbend Park Exercise Equipment Installation

2. AB1234 Ethics Training for Board Members

Special Board Meeting: Activity Center October 11th at 9:45am.

ADJOURNMENT


FEATHER RIVER RECREATION & PARK DISTRICT

Regular Board Meeting
August 23, 2022

ACTIVITY CENTER

1875 Feather River Blvd.
Oroville, CA 95965

Draft Minutes
Closed Session 5:00 PM/Open Session Immediately Following
CHAIRPERSON ROCCHI CALLED THE MEETING TO ORDER AT 5:05 PM.
ROLL CALL

Chairperson Steven Rocchi	<u>Present</u>
Vice-Chairperson Shannon DeLong	<u>Present</u>
Director Scott "Kent" Fowler	<u>Present</u>
Director Devin Thomas	<u>Present</u>
Director Clarence "Sonny" Brandt	<u>Absent</u>

CLOSED SESSION ANNOUNCEMENTS AT 5:32 PM.
1. Property Negotiations

No action was taken. Direction was given to staff.

2. Conference with Legal Counsel

No action was taken. Direction was given to legal counsel.

CONSENT AGENDA

- 1. July 26, 2022 Regular Board Meeting Minutes**
- 2. August 2, 2022 Special Board Meeting Minutes**
- 3. August 11, 2022 Special Board Meeting Minutes**
- 4. July 2022 Financials**

Director Fowler made the motion to approve the consent agenda.

Director Thomas seconded the motion.

***The motion to approve the Consent Agenda passed with a unanimous vote.**

ACTION ITEMS
1. Updated Annual Contract: Weekly Landscape Service Riverbend and Nelson Parks

Director Fowler made the motion to approve the updated annual contract with Sal Rodriguez Landscaping for weekly landscape services at Riverbend and Nelson Parks.

Director DeLong seconded the motion.

***The motion to approve the updated annual contract with Sal Rodriguez Landscaping for weekly landscape services at Riverbend and Nelson Parks passed with a unanimous vote.**

2. Riverbend Deep Clean Services

Director Fowler made the motion to approve the Riverbend Deep Clean Services agreement provided by Sal Rodriguez Landscapes in the amount of \$10,000.

Director Thomas seconded the motion.

***The motion to approve the Riverbend Deep Clean Services agreement provided by Sal Rodriguez Landscapes in the amount of \$10,000 passed with a unanimous vote.**

3. Riverbend Park Fitness Equipment Install Request for Formal Bid

Director DeLong made the motion to request formal bids for the Riverbend Park Fitness Equipment Installation.

Director Thomas seconded the motion.

***The motion to request formal bids for the Riverbend Park Fitness Equipment Installation passed with a unanimous vote.**

4. Surplus District Items

Director Fowler made the motion to surplus two district trucks as presented.

Director DeLong seconded the motion.

***The motion to surplus two district trucks passed with a unanimous vote.**

5. Amendment to Agreement No. 3270 Between the City of Oroville and Feather River Recreation and Park District for the Completion of the Brad Freeman Trail

Director Thomas made the motion to approve an amendment to Agreement No. 3270 between the City of Oroville and Feather River Recreation and Park District for the completion of the Brad Freeman Trail and appoint Victoria Anton as the Project Manager.

Director DeLong seconded the motion.

***The motion to approve the amendment to Agreement No. 3270 between the City of Oroville and Feather River Recreation and Park District for the completion of the Brad Freeman Trail and appoint Victoria Anton as the Project Manager passed with a unanimous vote.**

DIRECTOR & COMMITTEE REPORTS, MANAGER & STAFF REPORTS WERE REVIEWED.

BOARD ITEMS FOR UPCOMING AGENDA(S)

1. AB1234 Ethics Training for Board Members (Appendix K)

Special Board Meeting: Activity Center October 11th at 9:45am.

CHAIRPERSON ROCCHI ADJOURNED THE MEETING AT 6:16 PM.



FEATHER RIVER RECREATION & PARK DISTRICT
Special Board Meeting
August 31, 2022

ACTIVITY CENTER
1875 Feather River Blvd.
Oroville, CA 95965

Draft Minutes **Closed Session 5:00 PM/Open Session Immediately Following**

CHAIRPERSON ROCCHI CALLED THE MEETING TO ORDER AT 5:05 PM.

ROLL CALL

Chairperson Steven Rocchi	<u>Present</u>
Vice-Chairperson Shannon DeLong	<u>Present</u>
Director Scott "Kent" Fowler	<u>Present</u>
Director Devin Thomas	<u>Present</u>
Director Clarence "Sonny" Brandt	<u>Absent</u>

PUBLIC COMMENT

No public comments were made.

CLOSED SESSION

Conference with Legal Counsel: Pursuant to Government Code section 54956.9
Existing Litigation – Cervantes v FRRPD

ANNOUNCEMENT(S) FROM CLOSED SESSION

Direction was given to staff.

CHAIRPERSON ROCCHI ADJOURNED THE MEETING AT 5:37 PM.

Feather River Recreation & Park District
 Profit & Loss Budget Performance
 August 2022

not final-- not reconciled

	Aug 22	Budget	Over Budgt	% of Budget	staff comments	Jul - Aug 22	YTD Budget	\$ Over Budget	% of Budget	comments	Annual Budget
Ordinary Income/Expense											
Income											
4100 - Tax Revenue											2,200,000
4150 - Tax Revenue (BAD)											317,500
4300 - Program Income											
4350 - Discounts & Credits						(32)		(32)	100%		
4300 - Program Income - Other	58,343	65,000	(6,657)	90%	Classes \$3.8k, Camp/Preschool \$22k, Softball \$2k, Gymnastics \$24k, Rentals \$5k, Aquatics \$1.4k	116,320	130,000	(13,680)	89%		816,300
Total 4300 - Program Income	58,343	65,000	(6,657)	90%		116,288	130,000	(13,712)	89%		816,300
4400 - Donation & Fundraising Income	220		220	100%		230		230	100%		6,000
4900 - Interest Income											10,000
Total Income	58,563	65,000	(6,437)	90%		116,518	130,000	(13,482)	90%		3,349,800
Gross Profit	58,563	65,000	(6,437)	90%		116,518	130,000	(13,482)	90%		3,349,800
Expense											
5000 - Payroll Expenses	124,740	135,918	(11,178)	92%		339,891	271,838	68,053	125%	Jul & Aug has 3-4 open full-time positions, should be under budget \$20k. Over budget due to severance and vacation payouts.	1,924,500
5031 - GASB 68 Benefit Expense						77,848	81,800	(3,952)	95%		81,800
5100 - Advertising & Promotion	399	425	(26)	94%		720	850	(130)	85%		5,000
5120 - Bank Fees	344	665	(321)	52%		739	1,330	(591)	56%		8,000
5140 - Copying & Printing	192	750	(558)	26%		444	1,500	(1,056)	30%		9,000
5155 - Employment New Hire Screen		200	(200)			206	400	(194)	52%		2,500
5160 - Dues, Mbrshps & Subscriptions	760		760	100%		7,950	3,500	4,450	227%		11,000
5170 - Education & Development						2,990		2,990	100%		5,000
5175 - Equipment Rental	299		299	100%		1,740	1,000	740	174%		4,000
5180 - Equipment, Tools & Furn (<\$5k)											
5182 - Operating ET&F							2,000	(2,000)			6,000
5184 - Program ET&F							2,875	(2,875)			11,500
5186 - Site/Shop ET&F	5,547	700	4,847	792%	Park benches \$3k, Gopher equipment \$3k	11,052	1,400	9,652	789%		8,500
5187 - IT Computer/HardwareTechnology	703	850	(147)	83%	Nelson pool internet equipment \$700	703	1,500	(797)	47%		10,000
5188 - IT Computer/Software Technology	1,760	690	1,070	255%		11,889	8,690	3,199	137%	Annual renewal, will balance through out the year	20,000
Total 5180 - Equipment, Tools & Furn (<\$5k)	8,010	2,240	5,770	358%		23,644	16,465	7,179	144%		56,000
5200 - Insurance	1,779		1,779	100%		56,126	55,000	1,126	102%	Estimated annual overbudget \$7k Adding Nelson Pool, new truck, Riverbend items to be added: boat dock, amphthere, new playground	116,000
5210 - Interest Expense - Operating	114	160	(46)	71%		224	320	(96)	70%		3,500
5225 - Postage & Delivery	109	250	(141)	44%		109	250	(141)	44%		1,000
5230 - Professional & Outside Svcs											
5232 - Accounting											25,000
5233 - Bands/Recreation						200		200	100%		6,000
5234 - Board Stipends	1,000	1,000		100%		2,000	2,000		100%		12,000
5235 - Recreation Instructors	104	250	(146)	42%		335	250	85	134%		1,000
5236 - Legal	3,748	1,000	2,748	375%		5,748	2,000	3,748	287%	Estimated annual overbudget \$7k	10,000

not final-- not reconciled

	Aug 22	Budget	Over Budg	% of Budget	staff comments	Jul - Aug 22	YTD Budget	\$ Over Budget	% of Budget	comments	Annual Budget
5237 - Contract Janitorial	6,440	6,600	(160)	98%		12,880	13,200	(320)	98%		80,000
5239 - Outside Service Admin/Consult	21,183	1,500	19,683	1,412%	Assessment Impact fee increase \$7.3k, new park tax assessment \$7.9k, interim GM \$4.6k, IT support \$1.3k	23,283	3,000	20,283	776%	Estimated annual overbudget \$50k (\$30k for election not used and must return to reserves)	46,000
Total 5230 - Professional & Outside Svcs	32,475	10,350	22,125	314%		44,446	20,450	23,996	217%		180,000
5260 - Repairs & Maintenance											
5261 - Building R&M	1,443	2,100	(657)	69%		5,354	4,200	1,154	127%		25,000
5262 - Equip Repairs & Small Tools	285	1,600	(1,315)	18%		373	4,000	(3,627)	9%		20,000
5264 - Grounds R&M	1,097	8,000	(6,903)	14%		1,851	15,000	(13,149)	12%		60,000
5265 - Janitorial Supplies	474	1,250	(776)	38%		2,180	2,500	(320)	87%		15,000
5266 - Vandalism Repair	1,698	1,500	198	113%		1,698	5,000	(3,302)	34%	Estimated annual over budget \$40k. Riverbend gate and electric	20,000
5267 - Vehicle R&M	76	800	(724)	10%		1,427	2,000	(573)	71%		10,000
5268 - Aquatics Pool R&M	2,760	7,000	(4,240)	39%		9,410	11,000	(1,590)	86%		40,000
5269 - Outside Contractor/Services R&M	8,931	3,000	5,931	298%	Pressure wash \$1k, Landscape \$7.2k	9,357	6,000	3,357	156%	\$86k annual landscape contract not budgeted	35,000
Total 5260 - Repairs & Maintenance	16,764	25,250	(8,486)	66%		31,650	49,700	(18,050)	64%		225,000
5270 - Security	110	1,500	(1,390)	7%		195	5,000	(4,805)	4%		20,000
5280 - Supplies - Consumable											
5281 - Misc Staff & Uniforms Supplies		1,000	(1,000)			90	1,000	(910)	9%		5,000
5282 - Office Supplies	813	250	563	325%		1,141	500	641	228%		3,000
5284 - Program Food	56	250	(194)	22%		389	500	(111)	78%		3,000
5286 - Program Supplies	1,245	2,000	(755)	62%		2,054	4,000	(1,946)	51%		35,500
5287 - Safety Supplies	546		546	100%		677		677	100%		
5289 - Site/Volunteer Maint Supplies	270	500	(230)	54%		375	1,000	(625)	38%		6,000
Total 5280 - Supplies - Consumable	2,930	4,000	(1,070)	73%		4,726	7,000	(2,274)	68%		52,500
5290 - Taxes, Lic., Notices & Permits	149	450	(301)	33%		374	2,450	(2,076)	15%		7,000
5300 - Telephone/Internet	1,284	1,500	(216)	86%		2,359	3,000	(641)	79%		18,000
5310 - Fuel, Travel and Meals											
5312 - Air, Lodging, Other Travel											1,000
5314 - Fuel	3,301	3,000	301	110%		6,609	6,000	609	110%		36,000
5318 - Mileage	416	165	251	252%		443	330	113	134%		2,000
Total 5310 - Fuel, Travel and Meals	3,717	3,165	552	117%		7,052	6,330	722	111%		39,000
5320 - Utilities											
5322 - Electric	19,353	18,000	1,353	108%		36,023	35,000	1,023	103%		150,000
5324 - Garbage	2,043	2,500	(457)	82%		4,173	5,000	(827)	83%		30,000
5326 - Gas/Propane	149	250	(101)	60%		338	500	(162)	68%		10,000
5328 - Sewer	186	200	(14)	93%		373	400	(27)	93%		5,000
5329 - Water	14,901	20,000	(5,099)	75%		31,653	40,000	(8,347)	79%		190,000
Total 5320 - Utilities	36,632	40,950	(4,318)	89%		72,560	80,900	(8,340)	90%		385,000
7000 - Debt Interest											
7210 - Debt Interest Expense	6,686	6,750	(64)	99%		13,373	13,500	(127)	99%		77,000
Total 7000 - Debt Interest	6,686	6,750	(64)	99%		13,373	13,500	(127)	99%		77,000
Total Expense	237,493	234,523	2,970	101%		689,366	622,583	66,783	111%		3,230,800
Net Ordinary Income	(178,930)	(169,523)	(9,407)	106%		(572,848)	(492,583)	(80,265)	116%		119,000
Other Income/Expense											
Other Income											
4200 - Impact Fee Income	6,636		6,636	100%		9,954		9,954	100%		
4500 - Grant/Reimbursed Expense Income	2,163	1,675	488	129%		6,861	3,350	3,511	205%		20,000
Total Other Income	8,799	1,675	7,124	525%		16,815	3,350	13,465	502%		20,000
Net Other Income	8,799	1,675	7,124	525%		16,815	3,350	13,465	502%		20,000
Net Income	(170,131)	(167,848)	(2,283)	101%		(556,033)	(489,233)	(66,800)	114%		139,000

Feather River Recreation & Park District
 Detail Fixed Asset & Bonds
 As of August 31, 2022

	Date	Source Name	Memo	Amount	Balance
1010 - Treasury Cash					130,808
1010.3 - Treasury Admin Ins Proceeds					16,525
Total 1010.3 - Treasury Admin Ins Proceeds					16,525
1010.4 - Treasury Ins Proceeds Playtown					67,657
Total 1010.4 - Treasury Ins Proceeds Playtown					67,657
1010.5 - Treasury Nelson Pool Funds					46,626
Total 1010.5 - Treasury Nelson Pool Funds					46,626
Total 1010 - Treasury Cash					<u>130,808</u>
1031 - BofW Project INS PROCEEDS					296,302
Total 1031 - BofW Project INS PROCEEDS					296,302
1320 - Umpqua Bank Project Fund					188,856
Total 1320 - Umpqua Bank Project Fund					188,856
1410 - Land					627,494
Total 1410 - Land					627,494
1420 - Buildings & Improvements					16,054,942
Total 1420 - Buildings & Improvements					16,054,942
1430 - Equipment & Vehicles					1,842,859
Total 1430 - Equipment & Vehicles					1,842,859
1440 - Construction in Progress					1,758,468
1448 - CIP Nelson SBF NE99					1,209,386
Total 1448 - CIP Nelson SBF NE99					1,209,386
1450 - CIP Feather River Trail FRT99					23,460
Total 1450 - CIP Feather River Trail FRT99					23,460
1451 - CIP Playtown Bathroom Fire					525,622
Total 1451 - CIP Playtown Bathroom Fire					525,622
Total 1440 - Construction in Progress					<u>1,758,468</u>
2955 - Umpqua Bank Tax Exempt Bond A					-2,389,844
	08/01/2022	BANK OF NEW YORK MELLON	2015A PRINCIPAL PAYMENT	58,118	-2,331,726
Total 2955 - Umpqua Bank Tax Exempt Bond A				58,118	<u>-2,331,726</u>
2960 - Umpqua Bank Taxable Bond B					-59,000
	08/01/2022	BANK OF NEW YORK MELLON	2015B PRINCIPAL PAYMENT	7,000	-52,000
Total 2960 - Umpqua Bank Taxable Bond B				7,000	<u>-52,000</u>
3099 - Undistributed Retained Earnings					-9,020,602
Total 3099 - Undistributed Retained Earnings					-9,020,602
4500 - Grant/Reimbursed Expense Income					-2,349
	08/01/2022	GE-General:GE1-Gen Op	Grant/Scholarship Income SBF RIVER TRAIL	-300	-2,649
	08/31/2022	GE-General:GE1-Gen Op	Pres Food Program BCOE	-1,863	-4,512
Total 4500 - Grant/Reimbursed Expense Income				<u>-2,163</u>	<u>-4,512</u>

Feather River Recreation & Park District
Balance Sheet Prev Year Comparison
As of August 31, 2022

7:45 AM
09/16/2022
Accrual Basis

Not final, not reconciled
2021-22 f/year remains open and not reconciled

	Aug 31, 22	Aug 31, 21	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
1010 - Treasury Cash				
1010.1 - Treasury Cash - General	697,950	554,550	143,400	26%
1010.2 - Treasury Cash - Reserve	347,494	347,494	0	0%
1010.3 - Treasury Admin Ins Proceeds	16,525	216,525	-200,000	-92%
1010.4 - Treasury Ins Proceeds Playtown	67,657	34,423	33,234	97%
1010.5 - Treasury Nelson Pool Funds	46,626	0	46,626	100%
Total 1010 - Treasury Cash	1,176,252	1,152,992	23,260	2%
1020 - Imprest Cash	1,000	741	259	35%
1030 - BofW - Merchant Acct.	133,028	98,222	34,806	35%
1031 - BofW Project INS PROCEEDS	296,302	-1	296,303	29,630,300%
1040 - Fund 2610 - BAD	31,035	35,426	-4,391	-12%
1050 - Impact Fees	938,732	845,558	93,174	11%
Total Checking/Savings	2,576,349	2,132,938	443,411	21%
Accounts Receivable	-11,494	-9,355	-2,139	-23%
Other Current Assets				
1300 - Grant/Scholarship Receivable	0	4,523	-4,523	-100%
1302 - FEMA Riverbend Claim A/R	2,839	2,839	0	0%
1316 - Prepaid Expenses/Debt Interest	6,686	7,397	-711	-10%
1320 - Umpqua Bank Project Fund	188,856	188,856	0	0%
Total Other Current Assets	198,381	203,615	-5,234	-3%
Total Current Assets	2,763,236	2,327,198	436,038	19%
Fixed Assets				
1410 - Land	627,494	627,494	0	0%
1420 - Buildings & Improvements	16,054,942	15,903,777	151,165	1%
1430 - Equipment & Vehicles	1,842,859	1,849,196	-6,337	-0%
1440 - Construction in Progress				
1448 - CIP Nelson SBF NE99	1,209,386	602,112	607,274	101%
1450 - CIP Feather River Trail FRT99	23,460	23,210	250	1%
1451 - CIP Playtown Bathroom Fire	525,622	521,424	4,198	1%
Total 1440 - Construction in Progress	1,758,468	1,146,746	611,722	53%
1499 - Accumulated Depreciation	-6,165,308	-6,185,645	20,337	0%
Total Fixed Assets	14,118,455	13,341,568	776,887	6%
Other Assets				
1500 - FMV Adjustments	15,666	15,666	0	0%
1550 - GASB 68 CalPERS Valuation	191,855	191,855	0	0%
Total Other Assets	207,521	207,521	0	0%
TOTAL ASSETS	17,089,212	15,876,287	1,212,925	8%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities	149,208	141,890	7,318	5%
Long Term Liabilities				
2954 - Ford Motor Vehicle Loan	18,957	27,098	-8,141	-30%
2955 - Umpqua Bank Tax Exempt Bond A	2,331,726	2,558,647	-226,921	-9%
2960 - Umpqua Bank Taxable Bond B	52,000	80,000	-28,000	-35%
2975 - GASB 68 CalPERS Liab Valuation	1,144,957	1,144,957	0	0%
Total Long Term Liabilities	3,547,640	3,810,702	-263,062	-7%
Total Liabilities	3,696,848	3,952,592	-255,744	-6%
Equity	13,392,365	11,923,697	1,468,668	12%
TOTAL LIABILITIES & EQUITY	17,089,213	15,876,289	1,212,924	8%

Feather River Recreation & Park District
Check Register
 August 2022

7:41 AM
 09/15/2022
 Accrual Basis

Date	Num	Name	Memo	Credit
08/11/2022	91741	HUMANA INSURANCE CO.	657103-001	67.20
08/11/2022	91742	PREMIER ACCESS	1000548827 AUG22	748.00
08/11/2022	91743	BLUE SHIELD OF CALIFORNIA	4004625	7,925.42
08/11/2022	91744	BRANDT, CLARENCE SONNY	BOD STIPEND	200.00
08/11/2022	91745	DELONG, SHANNON	BOD STIPEND	200.00
08/11/2022	91746	FOWLER, SCOTT KENT	BOD STIPEND	200.00
08/11/2022	91747	ROCCHI, STEVE	BOD STIPEND	200.00
08/11/2022	91748	THOMAS, DEVIN	BOD STIPEND	200.00
08/11/2022	91749	ACCULARM SECURITY SYSTEMS	Security Monitoring - 4/1/21-6/30-21	927.00
08/11/2022	91750	ALL THINGS CLEANING	PARKS RESTROOMS JANITORIAL	6,440.00
08/11/2022	91751	American Leak Detection	POOL LEAK REPAIR	3,000.00
08/11/2022	91752	BANKCARD CENTER	STATEMENT 6804	1,724.34
08/11/2022	91753	BETTER DEAL EXCHANGE	Acct#701960	570.69
08/11/2022	91754	BUTTE COUNTY LAFCO	2022-23 DUES LAFCO	3,589.11
08/11/2022	91755	DAWSON OIL COMPANY	FUEL	5,298.73
08/11/2022	91756	DEL-MAR RENTAL & LANDSCAPE SUPPLY	EQUIPMENT RENTAL	248.74
08/11/2022	91757	Golden Bear Alarms	QTRLY ALARM FBT	109.50
08/11/2022	91758	HOBBS PEST SOLUTIONS, INC.	PEST CONTROL	250.00
08/11/2022	91759	HOME DEPOT	HOME DEPOT STATEMENT	934.03
08/11/2022	91760	LES SCHWAB TIRES	2012 DODGE TIRES	736.06
08/11/2022	91761	Lincoln Aquatics	POOL CHEMCIALS	2,134.85
08/11/2022	91762	NORTH YUBA WATER DISTRICT	2695 FBT WATER	178.00
08/11/2022	91763	P.G. & E.	7241369682-3 6/22/22-7/22/22	16,858.67
08/11/2022	91764	Ray's General Hardware	GROUNDS	15.45
08/11/2022	91765	ROTO-ROOTER	TENNIS BATHROOMS	420.00
08/11/2022	91766	SOUTH FEATHER WATER & POWER	007771-000	84.44
08/11/2022	91767	WAXIE SANITARY SUPPLY	JANITORIAL SUPLIES	591.76
08/11/2022	91768	BANKCARD CENTER	STATEMENT 4607	510.91
08/11/2022	91769	AISPURO, MARCO	EXPENSE REIMBR	105.06
08/11/2022	91770	BANK OF NEW YORK MELLON	UMPQUA LOANS 2015a 2015b	85,177.11
08/11/2022	91771	FORD MOTOR CREDIT COMPANY LLC	LEASE 9423800 F250 2019	758.19
08/11/2022	91772	BERG, LARRY.	EXPENSE REIMBR	60.00
08/11/2022	91773	HUFFMAN, MICHELLE.	EXPENSE REIMBR	38.26
08/11/2022	91774	MAZES CONSULTING	IT SUPPORT/SUBSCRIPTIONS	5,604.66
08/11/2022	91775-833	payroll	payroll	41,875.39
08/25/2022	91834	AT&T - CALNET	PHONE LINES	100.13
08/25/2022	91835	CITI CARDS	COSTCO STATEMENT 9398	4,339.03
08/25/2022	91836	Ray Morgan Co.	FINAL COPIER INVOICE	539.85
08/25/2022	91837	RECOLOGY BUTTE COLUSA COUNTIES	Acct# 8751007527592	2,130.20
08/25/2022	91838	RP PORTABLE RENTALS	MLK EVENT PORTABLE TOILET	255.00
08/25/2022	91839	Staples	STAPLES STATEMENT 3721	328.16
08/25/2022	91840	TWSD	4-112.01 WATER NELSON	2,740.84
08/25/2022	91841	WAL-MART CAPITAL ONE	STATEMENT 638691	23.68
08/25/2022	91842	WELLS FARGO VENDOR FINANCIAL, LLC	CUST #1055709916	187.23
08/25/2022	91843	YMCA of Superior California	LIFEGUARD CERTS	1,550.00
08/25/2022	91844	AFLAC	JRF86 JUL22 PREMIUMS	1,827.58
08/25/2022	91845	ADVANCED HYDRO CLEANING	PRESSURE WASH ACT CENTER	1,000.00
08/25/2022	91846	ALPINE PORTABLE TOILET SERVICE	PORTABLE TOILETS	185.44
08/25/2022	91847	CALF. WATER SERVICE	Acct 520857777 7/6/22	12,181.62
08/25/2022	91848	CINTAS	FIRST AID KITS	175.01
08/25/2022	91849	Intuit	CHECK ORDER	624.59
08/25/2022	91850	Lincoln Aquatics	POOL CHEMCIALS	3,649.54
08/25/2022	91851	SHARP'S LOCKSMITHING	KEYS/LOCKS	75.78
08/25/2022	91852	VERIZON WIRELESS	WIRELESS PHONES 842045253-000	50.00
08/25/2022	91853	BURLESON, HARRY	INSTRUCTOR FITNESS	104.00
08/25/2022	91854	VALENCIA, ESTELA.	EXPENSE REIMBRUSEMENT	250.00
08/25/2022	91855	VELASQUEZ, JOE	MILEAGE REMBURSEMENT	415.63
08/25/2022	91856-912	payroll	payroll	33,797.51
TOTAL				<u>254,512.39</u>

sShawn Rohrbacker
Green Gate Landscape Architects
On behalf of the Feather River Recovery Alliance
PO Box 2702, Oroville 95965
shawn@greengatepla.com
(530)680-2390

September 15, 2022

Feather River Recreation and Park District
Scott Chalmers, Interim General Manager
1875 Feather River Blvd
Oroville, CA 95965

Re: SETTLEMENT AGREEMENT FOR LICENSING OF THE OROVILLE FACILITIES FERC Project No. 2100

Dear Mr. Chalmers and Board of Directors,

It is my pleasure to write to you on behalf of the Feather River Recovery Alliance (FRRA) and our partnering agencies in regard to the Settlement Agreement for licensing of the Oroville Facilities FERC Project No. 2100.

As you may recall from previous FRRPD Board meetings and updates from my recent position as General Manager for FRRPD, over the past two years I have been meeting with the FRRA and representatives from the City of Oroville, the County of Butte, the Oroville Chamber of Commerce and the Downtown Business Association to discuss the status of the Settlement Agreement, its inequities to signatory agencies and options for renegotiations with the Department of Water Resources (DWR).

A summary of inequities and reasons for this request of FERC includes the following:

- It has been over 16 years since the Settlement Agreement was established in 2006 and DWR has yet to acquire the long-term operating license that would enact the commitments of the Agreement.
- The Agreement has been outdated by changes in the past 16 years.
- The Settlement Agreement was not negotiated fairly and the terms do not reflect equitable compensation to the community hosting the Dam.
- The interim governance based on the Agreement has failed to promote tourism and satisfy the recreational wishes of local residents.
- If the proposed Settlement Agreement as written takes effect, the prospect for growth in recreation in Oroville in the future will be worse than it has been in the past.

As the lead agency for recreation in the Oroville region, I know the Feather River Recreation and Park District has also been passionate about these inequities in its drive to provide quality parks and recreation within the broad boundary of the District that has been effected by the Dam.

We request that the Feather River Recreation and Park District join our group of partnering agencies to call for the Federal Energy Regulatory Agency to require DWR renegotiate the Settlement Agreement. Attached is a draft letter to FERC for this request. Our intention is to submit the letter with supportive

signatures from the City of Oroville, the Feather River Recreation and Park District and the Oroville Chamber of Commerce.

Many local residents and community leaders have expressed concerns regarding the Agreement since its inception. This will be the first time we have all agreed on an approach to a long-awaited resolution. The support of the local community is a key element for DWR to acquire an operating license. It is our hope that this unified support from our community leaders to address the inequalities of the Agreement will cause FERC to require an equitable agreement with the DWR.

Please add this request as an agenda item for the FRRPD Board of Directors to consider at their next meeting. I will be available at the meeting along with representatives from our partnering agencies. We look forward to working with you this important issue.

Sincerely,

Shawn Rohrbacker

Suggested Letter to FERC to be signed by FRRPD, City and Chamber

REQUEST TO REQUIRE RENEGOTIATION OF THE SETTLEMENT AGREEMENT PRIOR TO THE ISSUE OF ANY NEW LICENSE ALLOWING THE DWR TO OPERATE THE OROVILLE DAM

The relicensing of the Dam started in 2005 is not working. Since the original license period expired sixteen years ago, the DWR has been authorized to operate the Dam by repeated unconditional one-year licenses which allow operation without the limits, responsibilities and obligations imposed by a well-conceived long-term license.

Safety was not addressed in the relicensing process. There continue to be significant outstanding issues with safety and the understanding of the risks associated with the Dam and the way it is operated. This remains a concern for the community and is a focus of the Oroville Citizens' Advisory Commission. The attention that FERC continues to give to the unresolved safety issues is appreciated.

The Settlement Agreement, an important part of the proposed new license, which has never been accepted by the Butte County – key community stakeholder-, has been outdated by changes in the past sixteen years. The Settlement Agreement was not negotiated fairly and the terms do not reflect equitable compensation to the community hosting the Dam. The governance proposed for the development of recreation is less satisfactory than the governance which has failed to promote tourism and satisfy the recreational wishes of local residents in the past. If the proposed Settlement Agreement as written takes effect, the prospect for growth in recreation in Oroville in future will be worse than it has been in the past.

For these reasons, we ask FERC to require good faith renegotiation of the Settlement Agreement before any further license is issued. Negotiations should result in:

1. An updated recreation plan based on today's conditions;
2. Functional arrangements for future joint control of recreation reflecting the interests of the DWR and the local community; and
3. A reconsideration of the costs incurred and likely to be incurred during the term of the license by local organizations and citizenry based on an independent study of these costs and of the balance between the adverse and positive effects of the Dam on recreation.

When Oroville Dam was constructed, recreation on the Feather River with its ready access for residents was seriously restricted. The lake, forebay and afterbay do not provide the recreation amenities that were outlined when the community was originally asked to support the Dam.

This situation is not improved by the terms of the Settlement Agreement. Moreover, much has changed since the Settlement Agreement was finalized in 2006. Climate change is resulting in more severe floods, droughts, and wildfires. This, together with changes in preferences for recreation and other circumstances, mean that the plans for recreation made sixteen years ago should be updated. This should not be delayed until after the license is issued when the community's hands will be tied, as is suggested by the DWR. The DWR has shown time and again that its approach to negotiations is, understandably, governed by its priorities, namely, to minimize costs while complying with regulations.

The lake is primarily a reservoir with almost no beaches suitable for swimming. Boating is likely to be increasingly limited by low lake levels caused by droughts. Tens of millions of dollars have been spent improving launch ramps with disproportionately little increase in use. More focus on facilities around the river should be given serious consideration in the future. Trails linking the dam to Oroville and Oroville along the river to Gridley or beyond are an example of relatively inexpensive projects which have the potential of attracting visitors and help build the region for tourism.

A fundamental problem with the support and development of recreation facilities in and around Oroville is the lack of a functional way of integrating the interests of the DWR, primarily regulatory and minimizing cost, and those of the Community, primarily improvement of facilities for use by residents and the encouragement of more visitors. The Oroville Recreation Advisory Commission (ORAC), like the licensing process, has failed and ORAC has withdrawn from the Settlement Agreement. The Settlement Agreement removes in future any power that the non DWR members of ORAC were meant to have over recreation in the area under FERC's jurisdiction and thus leaves the DWR in complete control. This may remove the present conflicts but will simply mean that the DWR will seek the least expensive way of meeting their regulatory obligations without any real challenge.

One answer would be to establish a committee of local elected officials along the lines of the Supplementary Benefit Fund Steering Committee, with the County included, to deal with the DWR in a bipartisan reformed ORAC. During renegotiation some way must be found to balance the interests of the community with those of the DWR and to integrate recreational developments within and outside the area of FERC jurisdiction, otherwise, the money spent for recreation will be no more effective in future than it has been in the past.

Renegotiation of the Settlement Agreement should also take into account the financial implications of events since 2006 and be based on agreed estimates of costs.

The spillway incident in 2017 resulted in the evacuation of some 200,000 people. The costs of this evacuation to the public and local businesses and government agencies have been estimated at \$5 - \$10 million. This has not been reimbursed and, unlike physical damage, there is no legal recourse. The evacuation in 1997/8 had lower costs to the community. These were also not reimbursed. Due to climate change and the age of the Dam there are higher risks of similar incidents in the future. Any new license should provide for some sort of guarantee of reimbursement of such costs if the incident is caused by the failure of the DWR to maintain the Dam facilities properly or to comply with regulations, as has be argued for the incidents in 1997/8 and 2017. This cost could be covered by insurance paid for by a small charge against the value of water delivered from the Dam.

Payments or compensation to the community for hosting the Dam should take inflation into account. The present value, and the actual value at the future time, of the last payment of the one million dollars to be paid in 2056 under the proposed Settlement Agreement is approximately \$250,000 if inflation averages 2.5%. Communities hosting other dams receive compensation in allocations of water or electricity, the value of which tends to increase over time rather than diminish.

Also, the net revenue lost by the community while the DWR has failed to meet the requirements for a license should be taken into account. The DWR funded the Supplementary Benefit Fund, partly it is claimed by the DWR as a goodwill gesture and partly as public relations after the spillway incident. It is not clear whether, based on the proposed Settlement Agreement, this is adequate to compensate the community for revenue lost due to the license being delayed. The equity depends also on the terms of the renegotiated Settlement Agreement in any final long-term license.

An independent study of the annual costs and benefits of the Dam to local agencies should be completed as part of the renegotiation. This should include such things as costs of services and maintenance provided and taxes lost. These should be offset by benefits resulting from the Dam. This will ensure that renegotiation is, as nearly as possible, based on estimates of actual costs and benefits to the Community rather than the balance of power between the parties in which the DWR can always prevail.

The City of Oroville, the Feather River Recreation and Parks District, the Oroville Chamber of Commerce, and Butte County are preparing to work together in seeking an equitable agreement with the DWR for the relicensing of the Dam and potentially the resolution of all the outstanding issues. We are seeking the assistance of FERC to set the framework for this to happen.

(9/15/2022)

STAFF REPORT

Date: September 27, 2022

To: Feather River Recreation and Park District Board of Directors

From: Deborah Peltzer, Business Manager

Subject: Adoption of Resolution No. 1995-22 Approving Local Goals and Policies for Community Facilities Districts; Adoption of Resolution No. 1996-22 Declaring Intention to Establish Community Facilities District No. 2022-01 (Park Maintenance) and Future Annexation Area to Fund Certain Public Services and Authorizing and Directed Certain Related Actions

RECOMMENDATION

Staff recommends the Board:

- 1) Adopt Resolution No. 1995-22, Adopting Local Goals and Policies for CFDs (Attachment 1)
- 2) Accept the Petition, Consent, and Waiver from the landowners requesting the formation of a Community Facilities District (“CFD”) to fund certain services (Attachment 2)
- 3) Adopt Resolution No. 1996-22, Declaring Intention to Establish Community Facilities District No. 2022-01 (Park Maintenance) and Future Annexation Area (Attachment 3)
- 4) Set a public hearing for November 15, 2022, at 5:30 p.m. for public comment on the District’s intention to form the CFD and the levy of special taxes to fund certain services
- 5) Direct the District Clerk to publish a notice of public hearing for the formation of the CFD

BACKGROUND

The River Ranch subdivision is located on the corner of Ophir Road and Lincoln Boulevard in Oroville and consists of 132 residential lots on 50 acres. W & R Wedgewood Apartments Inc. have petitioned the District to form a community facilities district (“CFD”) and the levy of an annual special tax for all future residential development within the planned development known as River Ranch, in order to fund certain services performed by the District. Specifically, the CFD may fund the annual operation, maintenance, and servicing, including repair and replacement of parks, trails and recreation facilities, storm drainage facilities, landscape corridors, wetlands, and open space areas; any incidental expenses authorized by the Act.

District staff worked with SCI Consulting Group, the District’s Special Tax Consultant, and the Developer to determine various aspects of a proposed CFD to fund the services and associated costs. A resolution declaring the Board’s intention to establish the CFD, and a future annexation area has been prepared (Attachment 1). Adoption of the resolution will commence the proceedings necessary to establish a CFD and a future annexation area to provide funding for the required services.

DISCUSSION

In 1982, the State of California enacted the Act as an alternate method of financing needed improvements and services. The Act allows any County, City, special district, school district, or joint powers authority to establish a CFD. Once formed, a CFD provides a mechanism to finance public improvements and services. The improvements and services may include streets, wastewater collection and treatment systems, other basic infrastructure, police protection, fire protection, ambulance services, schools, parks, libraries, museums, and other cultural facilities. In addition, a CFD can recover expenses of formation and the annual administrative costs of providing for the special taxes and, if issued, bonded debt.

A CFD may be created to provide financing for public improvements and services when no other source of funding is obtainable. A CFD is created by the sponsoring local government agency. The proposed CFD would include all properties that benefit from the improvements to be constructed or the services to be provided. In order to be created, a CFD must receive a 2/3 majority vote of residents residing within the proposed boundaries unless there are fewer than 12 residents within the proposed boundaries. In the case where there are fewer than 12 residents, the 2/3 vote is, instead, conducted of current landowners. In many cases, the property owner or developer may be the only participant.

Tonight, the Board is being asked to consider adoption of a resolution adopting local goals and policies for CFDs ("Policies") (Attachment 1) and a resolution declaring your intention to establish the CFD ("ROI") (Attachment 2). The Act requires Policies concerning the District's use of CFDs be in place before the District may undertake any CFD formation proceeding. The Policies are intended to be general in nature and may be supplemented, amended or waived by resolution or motion adopted by the District Board at any time. Adoption of the ROI will commence the proceedings necessary to establish a CFD to provide funding for the required services.

The maximum special tax and the formula for calculating the annual special tax must be approved, first by the Board in the ROI, and then by the qualified electors in the CFD voting at a special election conducted as a mailed-ballot election. The public services that will be funded by the CFD are described in Exhibit A of the ROI (Attachment 1). These services include the annual operation, maintenance, and servicing, including repair and replacement of parks, trails and recreation facilities, storm drainage facilities, landscape corridors, wetlands and open space areas, and any incidental expenses authorized by the Act. The special tax will fund services that are in addition to those provided in or required for the territory within the CFD and will not be replacing services already available.

Each fiscal year, the District will determine for the maximum special tax rates, the annual special tax requirement, and associated annual special tax rates for each tax zone in the CFD. The special tax will be levied and collected in perpetuity, unless and until such time the District determines that the revenue is no longer needed. For Tax Zone No. 1, the total maximum annual costs (in 2022 dollars) for the services are estimated to be \$49,676 annually. The cost for annual CFD administration is estimated to be \$4,500 annually.

The Act provides that a public hearing must be held on the establishment of a CFD. In order to consolidate and expedite the formation process to two Board meetings, the two participating landowners have signed a Petition, Consent, and Waiver (Attachment 2) confirming their participation in the formation of the CFD and waiving certain timing and noticing requirements for typical special tax election. Accordingly, the landowner has agreed to submit their ballot no later than by November 15, at 4:30 p.m., so that the election results will be available at that meeting.

The ROI also directs staff to prepare a report on the proposed CFD providing a description of the Services to be funded by the CFD and an estimate of the fair and reasonable cost of the Services and incidental expenses for the CFD. The report also includes a map showing the boundaries of the proposed CFD and the affected assessor's parcels.

Should the Board approve these actions tonight, the following additional steps to complete the formation of the CFD would need to be taken:

- The District Clerk records the boundary map with the County Recorder.
- A landowner special tax election ballot is mailed to the landowners within the CFD, who will be asked to vote on whether they approve or disapprove of the formation of the CFD.
- The public hearing is held on November 15, 2022, at approximately 5:00 p.m.
- The Board adopts a Resolution Calling a Landowner Special Tax Election for the Formation of the CFD.
- The election is held at approximately 5:00 PM on November 15, 2022, at which time the District Clerk opens the ballots, tallies the vote(s) and announces the results of the election.
- The Board adopts a Resolution of Formation of the CFD.
- The Board adopts a Resolution Declaring Results of the Landowner Special Tax Election, Determining Validity of Prior Proceedings, and Directing Recording of the Notice of Special Tax Lien.

Upon the final approval of the CFD, a notice of special tax lien will be recorded with the County Recorder, resulting in a permanent lien on the assessor's parcels within the CFD. The lien continues in perpetuity unless the Board terminates the special tax obligation by later Board actions in accordance with the Act.

The cost for the formation of the CFD, providing the services, and annually administration of the CFD will be funded or recovered by the special tax levies with the CFD. There will be no impact on the District's finances or on the General Fund.

September 27, 2022
Community Facilities District No. 2022-01 (Park Maintenance)
Page 4 of 4

RECOMMENDATION

Adoption of the Policies will allow the District to consider adoption of the ROI. Adoption of the ROI will initiate proceedings for the formation of proposed CFD.

ATTACHMENTS

- 1) Resolution No. 1995-22, Adopting Local Goals and Policies for CFDs
- 2) Petition, Consent, and Waiver from the Landowner(s)
- 3) Resolution No. 1996-22, Declaring Intention to Establish Community Facilities District No. 2022-01 (Park Maintenance); Exhibit A – Description of Services provided by the CFD; Exhibit B – Rate and Method of Apportionment of the Special Tax



RESOLUTION NO. 1995-22

**A RESOLUTION ADOPTING LOCAL GOALS AND POLICIES FOR THE USE OF THE MELLO-ROOS
COMMUNITY FACILITIES ACT OF 1982**

WHEREAS, under the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code, this Board of Directors (the "Board") of the Feather River Recreation and Park District (the "District") is authorized to establish a Community Facilities District and to act as the legislative body for such Community Facilities District; and

WHEREAS, the Feather River Recreation and Park District ("District") intends to consider the formation of a community facilities district pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 et al.) ("Act"); and

WHEREAS, Section 53312.7 of the Act requires that prior to the establishment of a community facilities district ("CFD") the District must adopt local goals and policies and appraisal standards for CFDs.

NOW, THEREFORE, THE DISTRICT BOARD DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The above recitals are all true and correct

Section 2. Approval and Authorization. The Board does hereby adopt the Feather River Recreation and Park District Local Goals, and Policies for Community Facilities Districts attached as Exhibit A.

Section 3. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Directors of the Feather River Recreation and Park District, at a regularly scheduled meeting, held on September 27, 2022, by the following vote of said Board:

Ayes:

Noes:

Absent:

Abstain:

Attest: _____

Steven Rocchi, Chairperson

Scott Chalmers, Interim General Manager



RESOLUTION NO. 1996-22

**A RESOLUTION INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT 2022-01
(PARK MAINTENANCE) AND FUTURE ANNEXATION AREA**

FEATHER RIVER RECREATION AND PARK DISTRICT

Community Facilities District No. 2022-01 (Park Maintenance)

WHEREAS, under the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code, this Board of Directors (the "Board") of the Feather River Recreation and Park District (the "District") is authorized to establish a Community Facilities District and to act as the legislative body for such Community Facilities District; and

WHEREAS, the District desires to proceed with the establishment of a Community Facilities District in order to provide funding for the annual operation, maintenance, and servicing, including repair and replacement of parks, trails and recreation facilities, storm drainage facilities, landscape corridors, wetlands, and open space areas; any incidental expenses authorized by the Act; and

WHEREAS, on September 27, 2022, by Resolution No. 1996-22, the Board adopted local goals and policies concerning the use of the Act; and

WHEREAS, the Board having received petitions from ONE HUNDRED PERCENT (100%) of the landowners in the proposed Community Facilities District requesting that the District initiate proceedings for the establishment of a Community Facilities District pursuant to the Act, for the purposes of paying the costs of services to be provided by the District for the additional services authorized to be financed pursuant to Sections 53313 and 53313.5 of the California Government Code that are necessary to meet increased demands placed upon the District as a result of the development of said real property ("Property"), and agreeing to the services to be provided by the District and the costs incidental thereto; and

WHEREAS, the District Clerk has certified that the petition presented to the Board complies with the requirements of Sections 53318 and 53319 of the California Government Code; and

WHEREAS, pursuant to Section 53339.2 of the Act, this Board further desires to undertake proceedings to provide for future annexation of territory to the proposed community facilities district.

NOW, THEREFORE, THE DISTRICT BOARD DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Authority. This Board proposes to conduct proceedings to establish a CFD pursuant

to the Act, and hereby determines that public convenience and necessity require that a future annexation area be established pursuant to the Act.



Section 2. Acceptance of Petitions. The Petitions, including Consent and Waivers of the landowners of the Property comprising the proposed Community Facilities District is hereby accepted, and the Board hereby determines that the public convenience and necessity require proceedings be undertaken to authorize the establishment of the proposed CFD pursuant to the Act.

Section 3. Name of CFD; Future Annexation Area. The name proposed for the proposed Community Facilities District is the Feather River Recreation and Park District Community Facilities District No. 2022-01 (Park Maintenance) (the "CFD"). The name proposed for the territory proposed to be annexed into the CFD in the future is Feather River Recreation and Park District Community Facilities District No. 2022-01 (Park Maintenance) Future Annexation Area ("Future Annexation Area").

Section 4. Boundaries Described. The proposed boundaries of the CFD are as shown on the map on file with the District Clerk, which boundaries are hereby preliminarily approved and to which map reference is hereby made for further particulars. The District Clerk is hereby directed to record, or cause to be recorded, said map of the boundaries of the CFD in the office of the County Recorder of Butte County within fifteen days of the date of adoption of this Resolution, but in any event at least fifteen days prior to the public hearing specified in Section 10 below.

Section 5. Services. The type of services proposed to be funded by the CFD and pursuant to the Act shall consist of those items listed as Services (the "Services") on Exhibit A attached hereto and hereby incorporated herein. The Board hereby determines that the Services are necessary to meet increased demands for such services placed upon the District as the result of residential development occurring within the CFD and the Future Annexation Area. The Services are in addition to those provided in the territory of the CFD and the Future Annexation Area as of the date hereof and will not supplant services already available within the territory of the CFD and the Future Annexation Area as of the date hereof. The District intends to provide the Services on an equal basis in the original territory of the CFD and, when it has been annexed to the CFD, the Future Annexation Area.

Section 6. Special Tax. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax (the "Special Tax") sufficient to pay the costs thereof, secured by recordation of a continuing lien against all nonexempt real property in the CFD, will be levied annually within the CFD in perpetuity, and collected in the same manner as ordinary ad valorem property taxes, or in such other manner as this Board or its designee shall determine, including direct billing of the affected property owners.

The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay are described in Exhibit B attached hereto and hereby incorporated herein.



This Board hereby finds that the provisions of Section 53313.6, 53313.7 and 53313.9 of the Act (relating to adjustments to ad valorem property taxes and schools financed by a community facilities district) are inapplicable to the proposed CFD. As required by Section 53339.3(d) of the Act, the Board hereby determines that the special tax proposed to pay for Services to be supplied within the Future Annexation Area shall be equal to any special tax levied to pay for the same Services in the existing CFD, except that a higher or lower tax may be levied within the Future Annexation Area to the extent that the actual cost of providing the Services in the Future Annexation Area is higher or lower than the cost of providing those Services in the existing CFD. In so finding, the Board does not intend to limit its ability to levy a special tax within the Future Annexation Area to provide new or additional services beyond those supplied within the existing CFD.

Under no circumstances will the special tax to be levied against any parcel subject to the foregoing sentence be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the CFD by more than 10 percent. As specified by the Act, for purposes of this paragraph, a parcel shall be considered "used for private residential purposes" not later than the date on which an occupancy permit for private residential use is issued.

Section 7. Exempt Property. Except as may otherwise be provided by law or by the Rate and Method of Apportionment of the Special Tax for the CFD, all lands owned by any public entity, including the United States, the State of California, the City, and/or the County, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax to be made to cover the costs and expenses of the Services and the CFD. In the event that a portion of the property within the CFD shall become for any reason exempt, wholly or in part, from the levy of the Special Tax, this Board will, on behalf of the CFD, increase the levy to the extent necessary upon the remaining property within the CFD which is not exempt in order to yield the annual expenses of the CFD, if any, subject to the provisions of the rate and method of apportionment of the Special Tax.

Section 8. Voting Procedure. The levy of the Special Tax shall be subject to the approval of the qualified electors of the CFD at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in the proposed CFD, with each owner having one vote for each acre or a portion of an acre such owner owns in the CFD.

A special tax shall be levied in the Future Annexation Area only with the Unanimous Approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings.



Section 9. Public Hearing Report. The Interim General Manager, as the officer having charge and control of the Services in and for the CFD, or the designee of such official, is hereby directed to study said proposed Services and to make, or cause to be made, and file with the District Clerk a report in writing ("Public Hearing Report") presenting the following information: (a) A description of the Services by type which will be required to adequately meet the needs of the CFD; (b) An estimate of the fair and reasonable cost of the Services including the cost of incidental expenses in connection therewith. The Public Hearing Report shall be made a part of the record of the public hearing specified below.

Section 10. Public Hearing. On November 15, 2022, at 5:00 p.m., or as soon as possible thereafter, at the District's Activity Center, located at 1875 Feather River Blvd. Oroville, California 95965, this Board, as legislative body for the CFD, will conduct a public hearing on the establishment of the CFD and consider and finally determine whether the public interest, convenience, and necessity require the formation of the CFD, the Future Annexation Area, and the levy of the Special Tax.

Section 11. Notice of Hearing. The District Clerk is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper published in the area of the CFD and the Future Annexation Area. The publication shall be completed at least seven days before the date of the public hearing referenced in Section 10. The District Clerk may also cause notice of the hearing to be given to each property owner within the CFD by first class mail, postage prepaid, to each such owner's address as it appears on the most recent tax records of the County or as otherwise known to the District Clerk to be correct. Such mailing shall be completed not less than 15 days before the date of the public hearing. The notice shall be substantially in the form specified in Section 53322 of the Act, with the form summarizing the provisions hereof hereby specifically approved.

Section 12. Further Action. The Board, General Manager, and District Clerk and all other officers and agents of the District are hereby authorized and directed to take all actions necessary or advisable to give effect to the transactions contemplated by this Resolution.

Section 13. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Directors of the Feather River Recreation and Park District, at a regularly scheduled meeting held on September 27, 2022, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ATTEST:

Attest: _____
Steven Rocchi, Chairperson

Scott Chalmers, Interim General Manager



EXHIBIT A

DESCRIPTION OF SERVICES TO BE FUNDED BY THE CFD

FEATHER RIVER RECREATION AND PARK DISTRICT

Community Facilities District No. 2022-01

(Park Maintenance)

The types of services to be funded by the CFD ("Services") shall include the annual operation, maintenance and servicing, including repair and replacement of parks, trails and recreation facilities, storm drainage facilities, landscape corridors, wetlands and open space areas; any incidental expenses authorized by the Act; and any other miscellaneous or incidental services identified by the District necessary to provide the described Services herein including the collection and accumulation of funds to pay for anticipated Service, future repairs and replacements and cost shortfalls.

It is expected that the Services will be provided by the District, either with its own employees or by contract with third parties, or any combination thereof.

The Services to be funded by the CFD are in addition to those provided in the territory of the CFD before the date of creation of the CFD and will not supplant services already available within that territory when the CFD is created.



STAFF REPORT

DATE: SEPTEMBER 27, 2022

TO: FEATHER RIVER RECREATION AND PARK DISTRICT BOARD OF DIRECTORS

FROM: DEBORAH PELTZER BUSINESS MANAGER

RE: TRANSFER BEDROCK PARCELS TO CITY OF OROVILLE

SUMMARY

At the July 2021 Board meeting, during a closed session, FRRPD Board of Directors approved the transfer of two Bedrock Park property parcels to the City of Oroville for \$1.00.

Parcel numbers: 035-290-018 and 035-290-040.

In August 2022, the City of Oroville located another parcel at Bedrock Park title held by FRRPD. The City has requested this parcel ownership is transferred to the City of Oroville for \$1.00, parcel APN 035-290-019

CORRECTED ACTION

Pass a resolution in open meeting to support Board action at July 2021 closed session meeting, transferring parcels 035-290-018 and 035-290-040 to the City of Oroville for \$1.00. Add to the resolution a 3rd parcel transfer to the City of Oroville, parcel 035-290-019. Total 3 parcels located at Bedrock Park, transfer title to the City of Oroville for \$1.00 per parcel.

RECOMMENDATION

Approve Resolution, supporting parcel transfers: board approved two parcels July 2021 and 3rd parcel 035-290-019 September 2022.

ATTACHEMENT(S)

- Letter of Intent to Deed Properties to the City of Oroville, dated August 3, 2021
- Copy of title from Butte County APN: 035-290-019, 3rd parcel to be transferred
- Resolution supporting transfer of 3 Bedrock Park parcels to the City of Oroville



August 3, 2021

Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814

Subject: Letter of Intent to Deed Properties to the City of Oroville for a
Feather River Parkway and Bedrock Park Grant Application
Prop 68 Statewide Park Development and Community Revitalization Program

To whom it may concern:

The Feather River Recreation and Parks District has had a long-standing Agreement with the City of Oroville for the Operations and Maintenance of the Feather River Parkway and Bedrock Park. The operations and maintenance are equally shared by both agencies and will continue should the Statewide Parks & Community Revitalization Program funding be awarded. The Operations and Maintenance Agreement is reviewed and updated annually as necessary.

The Feather River Recreation and Parks District Board of Directors is intent on completing the transfer of the 3.3 acre parcel containing Bedrock Park upper parking lot and the former restrooms, Assessor's Parcel Number 035-290-018 and a 3.4 acre containing a portion of the Brad Freeman Trail along the Feather River to the east of Hwy 70, Assessor's Parcel Number 035-290-040. The transfer amount will be \$1.00 for each parcel with the City of Oroville assuming the title and escrow costs for the transfer.

The parcel containing the Bedrock Park upper parking area and restrooms have been maintained by the City of Oroville as set forth in the Master Agreement executed on September 6, 1988 and later amended on July 1st 1995 to include the MOU delineating duties of each agency.

The parcel containing a portion of the Brad Freeman Trail along the Feather River to the east of Hwy 70 has been requested to be transferred to accompany the City's proposed Gateway Development project. The Feather River Recreation and Parks District Board of Directors Believes this project will economically enhance the city and the recreation along the Feather River and for that we are ready to start the process of transferring the property to the City.

The transfer of both parcels will be under the condition that the properties be used for parks and recreation purposes that are accessible to the public. We look forward to the potential of continuing much needed improvements to this historic and beautiful section of the Feather River.

Sincerely,

Shawn Rohrbacker, General Manager
Feather River Recreation & Park District

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

RECORDINGS REQUESTED BY

WHEN RECORDED MAIL TO
DEPARTMENT OF WATER RESOURCES

P. O. Box 388
Sacramento, California 95802
Attention: Dorothy Riley

87-34095
RECORDED BUTTE COUNTY
OFFICIAL RECORDS BY
AGENCY SHOWN

1987 SEP 22 AM 10:36

CANDACE J. GRUBBS
CLERK-RECORDER FEE NO FEE

87-34095

4
Pages

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DIRECTOR'S DEED

Project FEATHER RIVER ENHANCEMENT

Parcel No. FRR-1-A, FRR-2-A UNIT A,
FRR-2-A UNIT B, FRR-3-A, FRR-4-A,
FRR-5-A UNIT 1, FRR-5-A UNIT 2

The STATE OF CALIFORNIA, acting by and through its Director of Water Resources, grants to
THE FEATHER RIVER RECREATION AND PARK DISTRICT

all that real property in Butte County,

State of California, described as:

<u>DWR Parcel No.</u>	<u>Estate</u>
FRR-1-A	Fee
FRR-2-A UNIT A	Fee
FRR-2-A UNIT B	Road Easement
FRR-3-A	Fee
FRR-4-A	Fee
FRR-5-A UNIT 1	Fee
FRR-5-A UNIT 2	Fee

and described as follows:



87-34095

2

FRR-1-A, FRR-2-A UNIT A, FRR-2-A UNIT B, FRR-3-A, FRR-4-A, FRR-5-A UNIT 1,
FRR-5-A UNIT 2

Those parcels of land described as FRR-1, FRR-2 Unit A, FRR-2 Unit B,
FRR-3, FRR-4, FRR-5 Unit 1, and FRR-5 Unit 2 in that FINAL ORDER OF
CONDEMNATION, filed December 7, 1984, as CASE NO. 70981, Serial No. 84-44283,
Official Records of Butte County, California.

RESERVING to the State such rights as are necessary to the operation
of the State Water Project or necessary for flood control; and the State shall
not be responsible for damages to this property or improvements by reason of
such water project or flood control operations.

EXCEPTING THEREFROM any rights the State may have in geothermal
resources, all minerals, oils, gases, and other hydrocarbons by whatsoever name
known that may be within or under the parcel of land hereinabove described
without, however, the right to drill, dig or mine through the surface thereof.



JUL 21 1987



87-34095

3

Subject to special assessments, if any, restrictions, reservations, and easements of record.

The Director of Water Resources has determined that the said real property was acquired for State water development purposes, is no longer needed and is not now being used for water development purposes;

The conveyance is executed pursuant to the authority vested in the Director of Water Resources by law.

Dated September 14, 19 87.

Approved as to legal form
and sufficiency

[Signature]
Chief Counsel, Department
of Water Resources

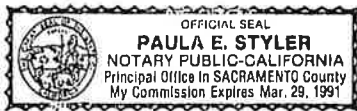
STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

[Signature]
for DIRECTOR OF WATER RESOURCES

STATE OF CALIFORNIA } ss.
COUNTY OF SACRAMENTO }

On this 14th day of September, in the year 19 87, before me, the undersigned, a Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared Robert E. Whittaker, personally known to me or proved to me on the basis of satisfactory evidence to be the Deputy Director of the Department of Water Resources of the State of California, that executed the within instrument, and also personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the same on behalf of the State of California, and he acknowledged to me that the State of California executed the same.

WITNESS my hand and official seal.



[Seal]

Paula E. Styler
Paula E. Styler
Name (Typed or Printed)
Notary Public in and for said State of California



FEATHER RIVER RECREATION AND PARK DISTRICT

RESOLUTION NO. 474-87

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION & PARK DISTRICT TO ACCEPT AND CONSENT TO A DIRECTOR'S DEED FROM THE DEPARTMENT OF WATER RESOURCES

In accordance with Section 27280, Government Code of State of California.

WHEREAS, The Department of Water Resources desires to deed to the Feather River Recreation and Park District real properties described in Attachment A, for public purposes, and,

WHEREAS, The Feather River Recreation and Park District is in agreement with the desires of the Department of Water Resources, and accepts those real properties for public purposes,

THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Feather River Recreation and Park District as follows:


- 1) That the Chairman, Mike Kelley is hereby authorized to accept and consent to the conveyance of real property (as described in attachment A) or any interest therein to the Feather River Recreation and Park District for public purposes and to accept and consent to a deed or grant executed and delivered for the purpose of conveying real property or any interest therein to Feather River Recreation and Park District.
- 2) The Secretary shall cause the original copy hereof to be affixed to the document or consented to pursuant hereto.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Feather River Recreation & Park District on the 11th day of August, 1987, by the following vote:

AYES: Taylor, Vaughan, Jacobian, Kelley
 NOES: None
 ABSENT: Wilcox


 MIKE KELLEY, Chairman

ATTEST:


 ROD WEYAND, Secretary



RESOLUTION No. 1997-22

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT APPROVING TRANSFERRING OWNERSHIP OF 3 PROPERTY DEEDS LOCATED AT BEDROCK PARK TO THE CITY OF OROVILLE: ACCESSOR'S PARCEL NUMBERS (APN) 035-290-018 and 035-290-040 and 035-290-019

WHEREAS, the District, approves property ownership of deed transfer to the City of Oroville for \$1.00 per parcel, and

WHEREAS, the Board of Directors approves property deed transfer to City Oroville APN 035-290-018, 035-290-040, and 035-290-019,

THEREFORE, BE IT RESOLVED, that the Board of Directors of the Feather River Recreation and Park District hereby approves property transfer from FRRPD to City of Oroville for three property parcels located at Bedrock Park.

PASSED AND ADOPTED, at a regular meeting of the Board of Directors of the Feather River Recreation and Park District on the 27th day of September 2022 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Attest: _____

Steve Rocchi, Chairperson

Scott Chalmers, Interim General Manager



STAFF REPORT

DATE: SEPTEMBER 27, 2022

TO: FEATHER RIVER RECREATION AND PARK DISTRICT BOARD OF DIRECTORS

FROM: DEBORAH PELTZER, BUSINESS MANAGER

RE: PG&E RIGHT OF ENTRY AGREEMENT UNTIL EASEMENT CAN BE APPROVED BY BOTH FRRPD AND PG&E

SUMMARY

For safety reasons PG&E needs to replace several poles within Riverbend Park. One pole is currently sitting within a large pile of rocks and the safest replacement option is for PG&E to utilize 2 poles to replace this and to not place a new pole back into the rock pile (See the attached PDF).

As PG&E is not replacing the pole in place, the PG&E Land Team has suggested FRRPD given a right of entry document that allows for PG&E to operate within the facilities until a long-term easement can be completed between PG&E and the District.

Due to the immediate safety need, PGE completed the work prior to the right of entry being signed. The right of entry form being approved today, has been back dated to August 1, 2022 and will apply to future immediate safety needs.

RECOMMENDATION

Approve right of entry.

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement (“**Agreement**”) is entered into as of August 1, 2022_ (“**Effective Date**”) by and between Pacific Gas and Electric Company, a California corporation, (“**PG&E**”) and the Feather River Recreation and Park District, a California special-purpose district (“**Owner**”).

WHEREAS, PG&E is undertaking the relocation of an electric transmission pole (“**Project**”) currently located on property owned by Owner, identified as Butte County APN 035-280-015-000, located at 50 Montgomery Street, Oroville, CA 95965 (“**Property**”) to ensure the safety and reliability of PG&E’s electric transmission system.

WHEREAS, PG&E desires to replace and relocate that one existing pole with two new electric transmission poles (“**Facility**”), which Facility will traverse the Property, in connection with the Project (Facility is hereby incorporated and included within the defined term of Project);

WHEREAS, PG&E has offered to purchase an easement (“**Easement**”) on the Property in connection with the Project. A template of the Easement is attached hereto as **Exhibit A**;

WHEREAS, PG&E desires to enter upon the Property in order to begin construction of the Project prior to obtaining the formal easement rights from Owner with respect to the Property;

NOW, THEREFORE, the parties agree as follows:

1. Right of Entry. Owner hereby grants to PG&E the right to enter upon the Property and the irrevocable right to possession and use of the areas shown on Exhibit A (the “**Right of Entry Area**”) for the purpose of pre-construction activities, Project surveys, construction, operation and maintenance of the Project, subject to the terms and conditions of the Easement (no signed easement at this point) and this Agreement.

2. Construction of Project: Owner consents to the construction, operation and maintenance of the Project on the Property and PG&E shall construct the Project at PG&E’s sole cost and expense. PG&E shall comply with all applicable laws and regulations in connection with its entry onto the Property and construction, operation and maintenance of the Project.

3. Restoration of Property. PG&E shall restore the Property as nearly as practicable to its condition prior to PG&E’s construction work associated with the Project.

4. Reservation of Right to File Suit. The parties understand and agree that if for any reason the parties are unable to reach agreement on the compensation amount to be paid for the easement rights being acquired by PG&E or if the parties are unable to agree on and resolve the final value of any damage claim(s), PG&E expressly reserves the right to bring an action in the Superior Court of the State of California, County of Butte, pursuant to the requirements set forth

in the eminent domain statutes of the State of California, for the acquisition of the permanent easement for the Project. The only issue to be resolved in the eminent domain proceeding shall be the amount of just compensation to be paid by PG&E for the permanent easement.

5. Indemnity: PG&E agrees to indemnify Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Owner's comparative negligence or willful misconduct.

6. Successors, Assigns and Notices to Others: Owner understands that this Agreement must be disclosed to any prospective buyer or tenant of the Property and that this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

7. Counterparts: This Agreement may be executed in one or more counterparts, and all of the counterparts shall constitute one and the same Agreement, notwithstanding that all parties hereto are not signatory to the same or original counterpart.

8. Integration: It is understood and agreed that this Agreement has been voluntarily entered into by the parties, and is the complete expression of the agreement of the parties, and no promise or representation of any kind has been expressed or implied except as set out herein. All prior and contemporaneous agreements and representations are superseded.

9. Warranty of Authority: Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to execute this Agreement, without the consent or approval of any other person or entity.

10. Acceptance of Terms: Signatures of the parties on this Agreement shall constitute mutual acceptance of all the terms and conditions of the Agreement.

“PG&E”

“Owner”

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

FEATHER RIVER RECREATION AND
PARK DISTRICT, a California special-
purpose district

By: _____

By: _____

Name: _____

Name: Scott Chalmers _____

Its: _____

Its: Interim General Manager _____

Date: _____

Date: 9 / 2 7 / 2 2 _____

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD#

EASEMENT DEED

[Document Control Number (JCN) Date Code]

[Name of Job]

[NAME OF GRANTOR]

("Grantor"), in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Grantee"), the receipt of which is hereby acknowledged, grants to Grantee the right to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use poles, towers, and/or other structures (or any combination thereof), with such wires and cables as Grantee deems necessary for the transmission and distribution of electric energy and for communication purposes, and all necessary foundations, footings, crossarms, guys, anchors, underground and overhead ground wires, and other appliances, fixtures, and appurtenances, together with a right of way, within the easement area described below, lying within Grantor's lands situated in the City of _____, County of _____, State of California, described as follows:

(APN *Insert Number*)

[Insert Description of Lands]

The easement area is described as follows:

[Insert Description of Easement Area]

Grantor further grants to Grantee:

- (a) the right of ingress to and egress from the easement area over and across the lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided, that such right of

ingress and egress shall not extend to any portion of the lands which is isolated from the easement area by any public road or highway, now crossing or hereafter crossing the lands;

(b) the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within the easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of the easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations;

(c) the right from time to time to enlarge, improve, reconstruct, relocate and replace any facilities constructed hereunder with any other number or type of facilities either in the original location or at any alternate location or locations within the easement area;

(d) the right to use such portion of the lands contiguous to the easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of the facilities;

(e) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the easement area; and

(f) the right to mark the location of the easement area by suitable markers set in the ground; provided that the markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the easement area.

Grantee covenants and agrees:

(a) not to fence the easement area;

(b) to repair any damage to the lands caused by Grantee as a result of exercising its right of ingress and egress granted herein; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use the easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not:

(a) place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within the easement area, or diminish or substantially add to the ground level within the easement area, or construct any fences that will interfere with the maintenance and operation of the facilities.

(b) deposit, or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, within the easement area, which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder;

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated _____, 20_____.

[Name of Grantor]

[Name of Grantor]

TEMPLATE



STAFF REPORT

DATE: SEPTEMBER 27, 2022

TO: FEATHER RIVER RECREATION AND PARK DISTRICT BOARD OF DIRECTORS

FROM: DEBORAH PELTZER, BUSINESS MANAGER

RE: FINANCE MAINTENANCE VEHICLE

2022 Ford F-250 Diesel, Rack, Tow Package and Tire Fee

SUMMARY

District maintenance department is in need of a diesel truck to tow equipment and maintain parks and facilities. Adopted 2022-23 District budget allocates up to \$25K for leasing an additional District vehicle. Staff is recommending purchasing an additional 2022 Ford F-250 Diesel Truck at the 5-year financing plan.

Currently, the District has 1 other truck being financed \$758 monthly payment. The budget covers both the current finance obligation and the addition of this purchase.

<u>VEHICLE LEASE</u>	<u>ESTIMATED TRUCK & INTEREST</u>
----------------------	---------------------------------------

2020 Ford F-250	\$65,305 financed 5 years at 6.74%
-----------------	------------------------------------

Monthly payments \$1,278

RECOMMENDATION

Approve 60-month lease with Oroville Ford for one 2022 FORD F250.


MUNICIPAL FINANCE EQUIPMENT LEASE-PURCHASE APPLICATION
Schedule # 9423802

1. Legal Name of Municipality ("Lessee")	Feather River Recreation & Park District
2. 9 Digit Federal ID Number	94-6016050
3. Street Address	1875 Feather River Blvd, Oroville, CA 95965
4. City, State, Zip Code	
5. County	Butte
6. What is the name of the department using the vehicle(s)/equipment and for what purpose?	Maintenance Parks
7. How many units currently perform this function?	5
8. Does this equipment replace previous equipment?	<input type="checkbox"/> Yes → When was the previous equipment purchased? 1999 diesel f350 <input type="checkbox"/> No → What is the reason for the new equipment?
9. Will the payments come from the General Fund?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No → Please indicate the name of the Fund
10. Accounts Payable Contact Information	Name: Deborah Petlzer Telephone: 530-533-2011 Email: deb@frpd.com
Billing address if different from above	
11. Attorney Contact Information	Name: Jeff Carter Telephone: 530-342-6196 Email: jeff@jjcarterlaw.com
<u>DOCUMENTATION</u>	
Please submit the following documents with this application:	
12. A copy of the Board Resolution or Meeting Minutes showing proof of appropriation;	
13. The most recent audited financial statements;	
14. Budget appropriation for the current year highlighting the line item from which the first payment will be made;	
15. A copy of your Tax-Exempt Certificate, if applicable; and,	
16. A copy of your insurance binder if requested financing is over \$250,000.	
<u>CERTIFICATION</u>	
I, the undersigned, certify that:	
1. Lessee has appropriated funds for the first payment.	
2. Lessee has followed all required purchasing procedures regarding the award of the proposed contract.	
3. Lessee has the requisite authority to execute, deliver and perform its obligations under the proposed contract.	
4. The execution, delivery and performance by Lessee of the proposed contract have been duly authorized by all necessary actions on its behalf.	
THE SIGNATURE LINE BELOW IS TO BE SIGNED BY A PERSON DULY AUTHORIZED BY THE GOVERNING BODY TO EXECUTE THE PROPOSED CONTACT ON BEHALF OF THE LESSEE	
Print Name AND Title of authorized Official to sign contract Steve Rocchi Board Chairperson 9/27/2022	Wet-Ink Signature of Authorized Official



1 American Road, MD 7500
Dearborn, Michigan 48126
1-800-241-4199, press 1

Finance Application for Schedule # 9423802

September 9, 2022

Municipality: Feather River Recreation and Parks District
Dealer: Oroville Ford
Attn: Deborah .

Thank you for choosing Ford Motor Credit Company for your financing. Below is a review of how we will proceed with the financing of your new vehicle(s).

Description	Unit Price
2022 Ford F-250 w/Body, Rack, Tow Pkg and Tire Fee	\$64,760.00

Total Asset Cost	\$64,760.00
Underwriting Fee	\$545.00
Amount Financed	\$65,305.00
Number of Payments	60
Payment Timing	Monthly
Rate	6.74000
Payment Amount	\$1,277.94

In order to begin the approval process, please email the following document to jgunn26@ford.com:

- The completed Municipal Finance Application (attached). This one document also needs to be mailed to the address above.
- Proof of Appropriation (we need ONE of the following):
 - Board Meeting Minutes showing approval of vehicle(s) purchase
 - Approval of Budget with the Budget line item highlighted
 - Letter on your letterhead stating the vehicles are approved for purchase
- The most recent Audited Financial Statement
- A copy of your Tax-Exempt Certificate, if applicable.

The rate on this deal will expire on 10/31/2022. If the closing does not occur prior to the expiration date, the rate is subject to change.

Until financing has been approved, this is not a commitment by Ford Motor Credit Company to finance the above. It was prepared assuming the Municipality qualifies for Federal Income Tax Exempt Status for Ford Motor Credit Company, LLC under Section 103 of the IRS Code.

Should you have any questions, please contact me.

Sincerely,

Jessica Olson

Jessica Olson
Marketing Coordinator
jgunn26@ford.com
1-800-241-4199, press 1

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.



RESOLUTION NO. 1998-22

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT
APPROVING A 60-MONTH FINANCE AGREEMENT WITH FORD MOTOR CREDIT COMPANY**

WHEREAS, the Board of Directors has authorized the purchase 2022 Ford F-250 to be financed through Ford Motor Credit Company;

THEREFORE, IT BE RESOLVED, that the Board of Directors of the Feather River Recreation and Park District approves the 60 month finance agreement, financing \$65,305 at 6.74% interest; and

THEREFORE, BE IT FURTHER RESOLVED, which the Board of Directors of the Feather River Recreation and Park District directs staff, to move forward with the purchase and the above financing terms of the 2022 Ford F-250.

PASSED AND ADOPTED, at a regular meeting of the Board of Directors of the Feather River Recreation and Park District on the 27th day of September 2022 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Attest: _____
Steven Rocchi, Chairperson

Scott Chalmers, Interim General Manager



STAFF REPORT

DATE: SEPTEMBER 27, 2022

TO: FEATHER RIVER RECREATION AND PARK DISTRICT BOARD OF DIRECTORS

FROM: DEBORAH PELTZER, BUSINESS MANAGER

RE: AGREEMENT WITH LEGAL SERVICES FOR LABOR LAW: BOUCHER LAW, PC

SUMMARY

Employment law can change rapidly. Courts and government agencies issue new opinions interpreting these laws every day, sometimes completely overturning what everyone thought the law meant.

At the recommendation of FRRPD's legal counsel, Jeff Carter, staff is requesting FRRPD seeks to have contract with a lawyer which specializes in labor law. Jeff Carters expertise is in Special District law and having an expert in Labor Law on contract the District can seek expert advice.

RECOMMENDATION

Approve contract to retain legal services with Boucher Law, PC.

AGREEMENT FOR LEGAL SERVICES

This AGREEMENT FOR LEGAL SERVICES (“Agreement”) is entered into by and between FEATHER RIVER RECREATION & PARK DISTRICT (“Client”), and BOUCHER LAW, PC (“Attorney”).

1. SCOPE AND DUTIES. Client hires Attorney to provide legal services in connection with labor and employment matters as may be required from time to time by the Client as set forth by this Agreement. Attorney shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, abide by this Agreement, and timely pay Attorney’s fee statements.

2. ATTORNEY-CLIENT PRIVILEGE. Confidential communication between the Client and Attorney shall be covered by the attorney-client privilege. As used in this Agreement, “confidential communication” means information transmitted between the Client and Attorney (including any paralegals, legal assistants, litigation support staff, consultants, and sub-consultants working under the direction of Attorney) in the course of the relationship covered by this Agreement and in confidence by a means that, so far as the Client is aware, discloses the information to no third persons other than those who are present to further the interests of the Client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which Attorney is consulted, and includes any legal opinion formed and advice given by Attorney in the course of this relationship. Client agrees not to forward any confidential communication between Client and Attorney to any such third persons without first consulting with Attorney.

In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client’s representatives and agents.

3. LEGAL FEES AND BILLING. Client agrees to pay Attorney for any services provided pursuant to this Agreement at the blended rate of Three Hundred Forty Dollars (\$340.00) per hour for in-house and “of counsel” attorneys, and Two Hundred Forty Dollars (\$240.00) per hour for non-attorney staff (including staff or contract paralegals, legal assistants, litigation support staff, and human resources consultants). Travel time and waiting time shall be charged to Client. An additional surcharge of \$25.00 per hour shall apply for complex matters, including case preparation and attendance at litigation or administrative proceedings, court trials, mediations, arbitrations, administrative hearings, discovery hearings, testifying at trials and hearings, media inquiry and response, and COVID-19 or workplace

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Feather River Recreation & Park District and
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violence incident case management. A 5% administrative fee shall be included on invoices for any outside attorneys or sub-consultants billed to Client through Attorney.

The above rates, effective January 1, 2022, are subject to change at the Attorney's discretion upon thirty (30) days advance written notice whether directly or by invoice. Attorneys, consultants, and staff bill their time in minimum units of one-tenth (0.10) of an hour. Communications advice (e.g. via telephone, voicemail, e-mail) is billed to a minimum increment of three-tenths (0.30) of an hour. Attorney shall submit monthly to the Client a detailed statement of account for services. Client shall review Attorney's monthly statements for services rendered and costs incurred on a monthly basis, and pay Attorney within thirty (30) days of receipt of the statement.

4. COSTS AND EXPENSES. Client shall reimburse Attorney for all reasonable and necessary expenses incurred by Attorney in the performance of the services under this Agreement. Authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses (in-house printing and copies shall be charged at \$0.15 per page for black and white copies, and \$0.50 per page for color copies); mileage expenses at the rate allowed by the Internal Revenue Service; bridge tolls; parking; long distance telephone and facsimile charges; computerized research (e.g. Lexis or Westlaw), including research services performed by Attorney's staff; postage; delivery costs (e.g. courier, overnight and express delivery); court fees; court reporters or transcription fees, including transcripts; deposition and discovery costs, including expert witness fees; travel expenses, including out-of-town transportation, lodging expenses and meals where appropriate; and, other similar costs. At times, Attorney may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required, and Client shall be responsible for paying such fees and charges. Unless other arrangements are made, costs and expenses incurred by Attorney shall be itemized and included as part of the monthly fee statement.

5. INDEPENDENT CONTRACTOR STATUS. Attorney shall perform all legal services required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or means by which Attorney, its agents or employees, render the legal services required under this Agreement.

6. CONFLICTS. Attorney is not presently aware of any conflicts of interest which is adverse to Client. However, Attorney may have past and present clients or may have future clients, which, from time to time, may have interests adverse to Client, and Attorney reserves the right to represent such clients in

**Agreement for Legal Services Between
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matters not connected with its representation of Client. If a potential conflict of interest arises in Attorney's representation of two clients, if such conflict is only speculative or minor, Attorney shall seek waivers from each client with regards to such representation. However, if real conflicts exist, Attorney would withdraw from representing either client in the matter, and assist them in obtaining counsel.

7. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Attorney may withdraw are: (a) with the consent of Client; (b) Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and/or (c) Client fails to pay Attorney's fees or costs as required by this Agreement. Notwithstanding Client's discharge or Attorney's withdrawal, Client shall remain obligated to pay Attorney at the agreed rates for all services and expenses provided up through and including the effective date of termination, and for any services requested by Client after the date of termination. Attorney shall also be reimbursed for all costs associated with transitioning any files or other data or documents to a new law firm or returning them to the Client.

8. DISCLAIMER OF GUARANTEE. Nothing in this Agreement and nothing in Attorney's statements to Client shall be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and shall not be construed as promises or guarantees.

9. CHANGE OR WAIVER. No change or waiver of any of the provisions of this Agreement shall be effective unless the change or waiver is in writing and signed by all parties.

10. PROFESSIONAL LIABILITY INSURANCE. Attorney maintains professional liability insurance, subject to a standard deductible.

11. FILE RETENTION AND DESTRUCTION OF CLOSED FILES. Attorney maintains electronic records of all Client files and destroys all paper documents related to the matter within seven (7) days after it has been received and preserved digitally. Therefore, clients wishing to receive paper copies of all file documents (including any original documents) shall notify Attorney within seven (7) days of the commencement of the matter. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including e-mails and documents, are stored in this manner. By entering into this Agreement, Client understands and consents to

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having communications, documents and information pertinent to the Client's matter stored through such a cloud-based service.

After Attorney's services conclude for the matter, any original documents of which Attorney is required by law to retain will be returned to Client, and Attorney is authorized to retain a digital copy of the case file. The case file includes Client papers and property as defined in Rule 1.16(e) of the California Rules of Professional Conduct. If Client does not request the case file for this matter, Attorney will retain the electronic case file for a period of five (5) years after a matter is closed.

If Client does not request delivery of the case file for a closed matter before the end of the five (5) year period, Attorney shall have no further obligation to retain the case file (in any format, including digitally) and may, at Attorney's discretion, destroy it without further notice to Client.

12. NO TAX ADVICE. Attorney has not been retained to provide Client with any tax advice concerning any of the services described in paragraph 1 above. Any documents prepared by Attorney may have specific tax ramifications. To be sure Client understands and is certain of all the potential tax consequences, Client should consult with tax advisors regarding these matters.

13. COUNTERPARTS, FACSIMILE AND ELECTRONIC SIGNATURE. This Agreement may be signed in one or more counterparts, each of which shall constitute an original, but all of which together shall be deemed one and the same instrument. This Agreement shall be binding upon the receipt of facsimile signatures or electronic transmittal via e-mail. A copy of a signature shall be deemed equivalent to an original signature, and fax and electronic signatures are equally binding as originals.

14. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California.

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

16. SEVERABILITY. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

17. ATTORNEY'S FEES. If any legal action or arbitration or similar proceeding is instituted by either party concerning the payment of the fee charged

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hereunder, the prevailing party shall be entitled to collect its reasonable attorney's fees in addition to any other relief that party may obtain.

18. EFFECTIVE DATE AND TERM OF AGREEMENT. This Agreement will take effect when Client and Attorney have executed it, but its effective date will be retroactive to the date Attorney first performed services. This Agreement shall continue in full force and effect until terminated in accordance with paragraph 7 above. Even if this Agreement does not take effect, Client shall be obligated to pay Attorney the reasonable value of any services Attorney may have performed at the request of Client.


19. AUTHORITY. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Client and Attorney have executed this Agreement for Legal Services.

FEATHER RIVER RECREATION &
PARK DISTRICT

BOUCHER LAW, PC

By: _____
Jeff Carter, Esq., General Counsel

By: 
Christopher K. Boucher, President

Date: _____

Date: Sept. 7, 2022

**AUGUST 2022 DEPARTMENT UPDATES****Parks & Maintenance Department Update***Joe Velasquez – Park Supervisor***Completed tasks/Projects****Riverbend Park:**

- Sal Rodriguez Landscapes has started deep clean
- Dog park well main line repair
- Dog park restroom quick connect repair
- Dog park dog drinking fountain repair
- Brush clearing at Dog Park
- Eagle point main line repair
- Drip irrigation repairs throughout DG areas
- Brush removal behind amphitheater

Tennis Courts:

- Backboard replacement
- New light bulbs ordered
 - Preparation to replace burnt bulbs

Skate Park:

- Deep cleaning of skate park provided by Advanced Hydro Cleaning

MLK:

- Repaired broken/missing toilet paper holders

Palermo:**Nelson:**

- Nelson Pool:
 - Passed inspection for county
 - Ready to be opened
 - New internet installed
 - New cameras installed

Nolan:

- Irrigation Repairs
- Ground squirrel eradication
 - In progress. This will be an ongoing effort over the next few months.
- Filling squirrel holes
- Weed removal around backstops

Activity Center:

- Put together new play equipment for Preschool

Forbestown:

- Removed broken fence
- Put temporary fence up
- Removed exposed roots in playground

Maintenance Shop:

- Gas tank finished and ready to use

Additional Information:

Annual river clean up event was a success. We had a great turnout with a lot of volunteers. DWR came with three boats and provided great communication on homeless camps and trash removal. We removed five active camps located from veteran memorial down to Riverbend Park.

Three maintenance team members passed Certified Pool Operators class.



AUGUST 2022 DEPARTMENT UPDATES

Sal Rodriguez has been active on his deep clean. The park looks much better after his crews have cleaned up the areas. They continue to mow Nelson and Riverbend weekly, which frees up our team to focus on maintenance.

Nelson Pool has been completed. We had final inspections on 09/19/22. Everything passed, no issues. We are ready to open! New internet and camera system are being installed 09/19/22 – 09/23/22.

Upcoming/Ongoing Projects:

- Sign replacement project
 - Replacing & adding restroom signs to all restrooms
 - Updating and replacing Ordinance & Rules signs throughout parks
 - Removing and replacing old/damaged main park signs throughout parks
 - Replacing signs throughout parks
- Tennis court light replacement
- Repair broken skate lite at skatepark
- Ground Squirrel eradication

Childcare Services

Estela Valencia – Director of Children’s Services

Preschool Enrollment:

25 in Preschool/45 in summer camp

Recently Completed Events/Projects:

Summer camp conclude on August 12th. We served approximately about 45 families this year. Deep cleaning of the facility was completed. Old toys and broken furniture were tossed.

Current events/project:

Indoor play equipment for our indoor play area was ordered. The purchase was possible thanks to our parents who supported our See’s candy fundraiser and Victoria Anton who also raised funds from the community yard sale.

Upcoming Events/Projects:

Picture Day is coming up at our center on November 3, 2022. Working on updating all flyers and information about childcare programming.

Administration, Events & Marketing

Victoria Anton – Executive Administrator

Current/Ongoing Projects:

- Administration:
 - SBF Grant Management: Feather River Trail Project
 - Collecting Updated Project Documents from Melton Design Group
 - Trail walk with California Conservation Corps Representatives
 - Meeting to discuss grant opportunities with CA State Parks
 - Public Event Rentals in District Parks & Facilities
 - Picnic in the Park August 6th
 - Oroville Youth Soccer Club Season
 - Employee Recruitment: Customer Relations Specialist
- Events & Marketing:
 - Fall Concerts in the Park: Saturdays September 10th through October 22nd
 - Kayak Tours and Educational Hike Partnerships

Completed Projects:

- Meetings/Representing FRRPD
- Events & Marketing:
 - Palermo Community Festival September 10th
 - Feather River Cleanup September 17th