



STAFF REPORT

DATE: MAY 24, 2024

TO: FRRPD Board of Directors

FROM: General Manager

RE: SALE OF FRRPD REAL PROPERTY – FRRPD ACTIVITY CENTER

1875 Feather River Blvd. Oroville, CA 95965

SUMMARY

A community group opposing the sale of the building provided public comment at the Regular Meeting of the Board of Directors (3/26/2024) followed by a “formal request” to hold a special meeting to revisit the decision to sell the building. The Board agreed to place the item on the agenda of the Regular Meeting of the Board of Directors (5/28/2024.)

DISCUSSION

The board is asked to review, discuss, and consider:

1. *Consultant findings* (November 12, 2021) and recommendation to “sell the building,”
2. *Offer and Purchase Agreement* with Butte County to purchase the Activity Center building and property for \$3,690,000.00

FISCAL IMPACT

Approximately \$2,000,000.00 remaining owed on the building/property.

Net at close will be approximately \$1, 600,000.00.

The District has yet to identify a relocation site, and therefore, staff cannot project any potential purchase price or lease price, at this time.

RECOMMENDATION:

Accept the consultant's recommendation to sell, and accept the offer and agreement with Butte County to purchase, the building and property located at 1875 Feather River Blvd.

FRRPD Board of Directors
Policies & Procedures Handbook

Section 3

Mission:

The Feather River Recreation and Park District will provide and maintain quality parks, recreation experiences and related facilities and programs for all residents of the District in a "fiscally sustainable manner" that compliments the natural resources and cultural heritage of our community.

Guiding Principles:

The Feather River Recreation and Park District will achieve its mission in an affordable manner that improves the quality of life for all our citizens by:

- Listening to the community
- Fostering community involvement
- Creating active partnerships
- Promoting forward thinking
- Offering regional appeal
- Delivering excellence in services and effective management through internal team-building
- Developing public awareness
- Providing a safe and nurturing environment
- Keeping pace with growth and community needs

Vision Statement:

The Feather River Recreation and Park District will:

- **Maintain**, establish or integrate a growing and diverse system of parks, recreation facilities and open space areas throughout the District
- **Promote**, provide and acquire recreational opportunities along the Feather River Parkway downstream of the Oroville Dam to the County line in cooperation with others
- **Provide** cultural, historic, interpretive, leisure, recreational and sports programs

PARKS & FACILITIES

	Facility	Amenities & Rentals Available	Rental Fees
	Activity Center 1875 Feather River Blvd. Oroville	FRRPD Main Office, Preschool, Gymnastics, Recreation Classes, Birthday parties and meeting rooms *2 hour minimum	Board Room: \$60/hour Kindergym: \$75/hour Studios: \$50/hour Elderberry Room: \$75/hour (kitchen included) Education or School Trips: \$75/hour
	Bedrock Skate Park 1276 Feather River Blvd. Oroville	Skate and bike park featuring banks, quarter pipes, one half-pipe, pyramids with hubba ledges, and a concrete pool with an island Protective gear must be worn by users.	Not currently available for private rental
	Bedrock Tennis Courts 1150 5th Ave Oroville	8 tennis courts with lighting Including 2 pickleball courts and 6 pop tennis courts.	Tennis Courts: \$65/day per court
	Berry Creek Park 300 Rockefeller Rd. Berry Creek	Berry Creek Park is the District's newest addition. This park has been founded by volunteers of the Berry Creek Community Council and the rest of the Berry Creek citizens. Established in 2014, this park contains many picnic tables and a small community center.	Not currently available for private rental
	Feather River Bike Trail Riverbend to Veteran's Memorial Park	A 3 mile long, paved, class I bike path connects Riverbend Park to the Veteran's Memorial Building and runs adjacent to Bedrock Park.	Not currently available for private rental
	Forbestown Community Center 19100 & 19096 New York Flat Rd., Forbestown	Forbestown Park features include a shaded picnic area, playground, multipurpose slab with basketball hoops and spectator benches, barbecue grill, gravel parking area, and ADA compliant restrooms. Forbestown Hall features include tables, chairs, and a full kitchen. Be sure to visit the nearby Yuba Feather Museum.	Park: \$175/day Hall: \$190/day
	Martin Luther King Jr. Park 2921 B Street Oroville	Park features include a multi-purpose field with lighting, playground, amphitheater, basketball courts, and a picnic area with barbeque,	Group Picnic Area: \$75/day \$50/half day Amphitheater: \$95/day \$50/half day Soccer Field \$150

PARKS & FACILITIES

Facility	Amenities & Rentals Available	Rental Fees	
Nelson Pool 2290 6th Street Oroville	Large pool and wading pool Available for private pool parties and public swim throughout the summer season.	1-30 people \$185 31-75 people \$215 76-100 people \$240 (lifeguard fees included)	
Nelson Sports Complex 2290 6th Street Oroville	Site features include baseball, softball, and t-ball fields, playground, and a large picnic area with barbeques.	Field Reservation: \$10/hour. Group Picnic Area \$75/day \$50/half day Tournament: \$255/1 day	
Nolan Baseball Complex 915 Pomona St. Oroville	Gary Nolan Complex features a complete baseball/softball facility which includes a snack bar, dugouts and lighted fields.	Field Reservation: \$10/hour. Tournament: \$255/1 day \$355/2 days	
Palermo Park 2350 Ludlum St Palermo	Adjacent to Palermo Pool, park features include a beautiful gazebo, playground, basketball courts, horseshoe pits, and a large covered picnic area with barbeques.	Covered Picnic Area: \$105/day \$60/half day Horseshoe Pits: \$40/day Gazebo: \$30/day	
Palermo Pool 2350 Ludlum St Palermo	Large pool and wading pool Available for private pool parties and public swim throughout the summer season.	1-30 people \$185 31-75 people \$215 76-100 people \$240 (lifeguard fees included)	
Pat Alley Memorial Dog Park 60 Montgomery St. Oroville	Dedicated in honor of local dog trainer Pat Alley, site features include 2 fenced dog play areas. Located at the south end of Riverbend Park.	Not currently available for private rental	
Playtown USA 915 Pomona Ave. Oroville	Adjacent to Gary Nolan Baseball Complex., park features include a playground and large picnic area with barbeques.	Group Picnic Area: \$75/day \$50/half day	
Riverbend Park 60 Montgomery St. Oroville	Park features include covered pavillions with barbeques, multiple play areas, ampitheatre with seating, paved trails, 2 Disc Golf Courses, boat dock, and fishing ponds,	Pavilion Half Day: Large \$105 / Small \$80 Pavilion Full Day: Large \$195 / Small \$155 Soccer field rental: \$150	















FEATHER RIVER
RECREATION & PARK DISTRICT

PLAYTOWN



Grover Mitchel Field





bend Park







FENTON RIVER
RECREATION &
PARK DISTRICT
COURT RULES

FEATHER RIVER
RECREATION & PARK DISTRICT
CATCH THE DREAM

BEDWINCK
TENNIS
COURTS





FEATHER RIVER RECREATION & PARK DISTRICT TENNIS COURT RULES

1. Use of courts restricted to tennis play only.
2. Players must wear tennis shoes.
3. Bicycles, skateboards, and roller skates expressly prohibited.
4. No glass containers or alcoholic beverages permitted.
5. No dogs or other pets allowed inside court area.
6. Private tennis lessons prohibited.
7. FRR&PD authorized activities have priority over use of tennis facilities.
8. Please observe proper court etiquette at all times.
9. Courts closed periodically for cleaning.

THANK YOU ...

2

4

5-6

7-8









DANGER

**CONSTRUCTION AREA
KEEP OUT**

**NO
TRESPASSING**



FEATHER

RIVER

CATCH THE DREAM

**HOST YOUR EVENT IN THE PARK
RESERVATIONS AVAILABLE
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533 - 2011 www.frrpd.com

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**SCORE
BOOTH**

*Feather
River*

ZOLLNER FIELD

**RECREATION &
PARK DISTRICT**













FRRPD FACILITY AND PARK IMMEDIATE NEEDS

Preliminary - Estimated Cost of Construction - Labor and Materials

Monday, November 15, 2021

<u>FACILITY</u>	<u>IMPROVEMENTS</u>	<u>PUBLIC SAFETY NEEDS</u>	<u>COMPLIANCE</u>	<u>RENOVATIONS</u>	<u>TOTAL</u>
PALERMO HALL, PARK & POOL UPGRADES					
	ADA Parking and Playground Ramps		\$ 50,000.00		
	Drinking Fountain	\$ 8,000.00			
In process	Small Pool - Repairs for leaks and resurface	\$ 15,000.00			
	Shade Structure at pool	\$ 50,000.00			
	Snack Bar Re-build	\$ 50,000.00			
	Add Chemical Shed	\$ 25,000.00			
	Parking Repairs - gravel and grading		\$ 75,000.00		
	Repairs to Parking Bollard Barriers - log and pole system	\$ 30,000.00			
	Park Benches			\$ 25,000.00	
	Security Cameras	\$ 10,000.00			
	Softball Field Repairs - turf, irrigation, infield, fences			\$ 50,000.00	
	Resurface basketball courts			\$ 15,000.00	
In process	Signage - replace monument sign. Park rule updates.			\$ 5,000.00	
	Concrete repair/tripping hazards throughout park			\$ 30,000.00	
	Palermo Hall - repairs and compliance		\$ 75,000.00		
					\$ 513,000.00
ACTIVITY CENTER					
	Reseal & restripe parking lot	\$ 75,000.00			
	Gravel Road - fire truck turnaround, grading and gravel		\$ 50,000.00		
	Paint exterior			\$ 100,000.00	
In process	Sewer Lift Station - replace pumps	\$ 10,000.00			
	Sound Panels in small gym			\$ 30,000.00	
	Replace Carpet			\$ 50,000.00	
	Roof Replacement - asphalt shingles side porches	\$ 35,000.00			
In process	Wood Chip Fall Material for Playgrounds		\$ 5,000.00		
	Preschool playground equipment		\$ 50,000.00		
In process	Swamp cooler replacement (6)			\$ 36,000.00	
	Irrigation upgrades -drainage issues			\$ 15,000.00	
	Air conditioning units replaced 20			\$ 200,000.00	
	Classroom construction/Renovations			\$ 50,000.00	
	Gymnastics Equipment - maint & required replacement	\$ 150,000.00			
	Ground squirrel eradication	\$ 10,000.00			
	Landscaping			\$ 5,000.00	

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	Additional lighting for parking lot	\$ 50,000.00			
	ADA upgrades		\$ 50,000.00		
	Security cameras	\$7,500			
	Ventilation system gym			\$30,000	
	Appliance replacement			\$25,000	
					\$ 1,033,500.00
<u>NELSON POOL UPGRADES</u>					
In process	Drinking fountain				
In process	Water Play Area				
In process	Pool total renovation				
In process	Iron fencing				This is FRRPD
In process	Chemical shed				Match 1/2
In process	Fix Drainage				of SBF Grant
In process	Pool shade area				\$ 750,000.00
<u>NELSON COMPLEX UPGRADES</u>					
	Infield Soil	\$ 35,000.00			
	Fencing			\$ 200,000.00	
	Irrigation			\$ 25,000.00	
	Ground squirrel eradication	\$ 10,000.00			
	Scoreboards			\$ 24,000.00	
	Backstops	\$ 200,000.00			
	Bleachers - Repair/Replace Old and Failing , Add Shade	\$ 160,000.00			
	Replace Old and Failing Play Structures	\$ 175,000.00			
	Playground Fall Material - 2 year supplements	\$ 4,000.00			
	Tree trimming	\$ 7,500.00			
	Field Lighting - replace failing operating system, add missing poles, replace bulbs	\$ 300,000.00			
	Electrical - safety and operating upgrades	\$ 50,000.00			
	Garage Roof repair			\$ 30,000.00	
	Parking lot restripe/reseal	\$ 125,000.00			
	Billboard Repairs	\$ 100,000.00			
	Additional restrooms/renovation		\$ 150,000.00		
					\$ 1,595,500.00

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<u>BERRY CREEK</u>					
	Property Acquisition			\$ 250,000.00	
	Playground			\$ 125,000.00	
	ADA Access - parking, paths and ramps		\$ 150,000.00		
	Community Center - match with school district fund	\$ 150,000.00			
					\$ 675,000.00
<u>MLK</u>					
	Replace Old and Failing Play Structures	\$ 175,000.00			
	Playground Fall Material - 2 year supplements	\$ 4,000.00			
	Electrical panel replacment	\$ 10,000.00			
	Field and Amphitheatre Lighting - lamp replacement	\$ 20,000.00			
	ADA upgrades		\$ 50,000.00		
	Parking Lot Repair	\$ 50,000.00			
	Reseal & restripe parking lot	\$ 11,000.00			
	Lighting upgrades	\$ 50,000.00			
	Fence and Gate Repairs - chain link			\$ 30,000.00	
	Add Vehicle Barrier Gates and Bollards	\$ 75,000.00			
	Irrigation upgrades	\$ 30,000.00			
	Turf maintenance	\$ 7,500.00			
	Tree trimming	\$ 5,000.00			
	Amphitheatre Paint	\$ 30,000.00			
	Storage for program equipment			\$ 5,500.00	
					\$ 553,000.00
<u>RIVERBEND PARK</u>					
	Entry Arch and Gate - repairs and paint	\$ 75,000.00			
	Vehicle Access Rails - repair, paint and add rails	\$ 150,000.00			
	Vehicle Access Gates	\$ 125,000.00			
	Gravel Road and Parking repairs	\$ 75,000.00			
	Seal and Stripe Chip Seal roads and parking lot		\$ 75,000.00		
	Asphalt Path Repairs	\$ 100,000.00			
	Park Rules Signs at entry, pavilions and trails	\$ 25,000.00			
	Chain Link Fence repairs along Hwy 70	\$ 30,000.00			
	Split Rail Fence Repairs and Replacement	\$ 150,000.00			
	Bear Sculptures and Boulder Climbing Repairs	\$ 20,000.00			

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	Swim Dock	\$ 100,000.00			
	Dock at Pond	\$ 100,000.00			
	Additonal restrooms at soccer fields	\$ 200,000.00			
	Waste Receptacle Replacement	\$ 30,000.00			
	Developed Problem Areas to discourage illegal camps	\$ 3,000,000.00			
	Remove Invasive Species	\$ 500,000.00			
	Vegetation and Illegal Camp Removal	\$500,000			
					\$ 5,255,000.00
NOLAN COMPLEX & PLAYTOWN					
	Field Lighting - replace failing operating system, add missing poles, replace bulbs	\$ 250,000.00			
	Electrical panel replacment	\$ 15,000.00			
	Repair irrigation	\$ 50,000.00			
	Bleachers - Repair/Replace Old and Failing , Add Shade	\$ 210,000.00			
	Resurface/restripe parking lot	\$ 50,000.00			
	Drinking fountain	\$ 8,000.00			
	Backstops	\$ 200,000.00			
	Field Maintenance - grade, repair turf, add infield material	\$ 150,000.00			
	Tree trimming	\$ 10,000.00			
	Fencing	\$ 50,000.00			
	Ground squirrel eradication	\$ 30,000.00			
	Replace Old and Failing Play Structures	\$ 175,000.00			
	Playground Fall Material - 2 year supplements	\$ 4,000.00			
	Fencing to deter driving on grass			\$ 25,000.00	
					\$ 1,227,000.00
BEDROCK TENNIS COURTS					
	ADA upgrades to restrooms		\$ 35,000.00		
	Resurface courts	\$ 70,000.00			
In process	Light pole replacement	\$ 3,000.00			
	Drinking fountains	\$ 10,000.00			
	Shade with benches			\$ 15,000.00	
	Fencing			\$ 30,000.00	

FRRPD FACILITY AND PARK IMMEDIATE NEEDS

Preliminary - Estimated Cost of Construction - Labor and Materials

Monday, November 15, 2021

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	Tree trimming	\$ 3,000.00			
	Upgraded lighting			\$ 25,000.00	
					\$ 191,000.00
BEDROCK SKATE AND BIKE PARK					
	Sign Replacement and Additions	\$ 1,500.00			
	Replace Wood with Concrete Ramps	\$ 750,000.00			
	Concrete Slab and Planter Repairs	\$ 7,500.00			
	Drinking fountain	\$ 5,000.00			
	Restroom facility	\$ 150,000.00			
					\$ 914,000.00
MAINTENANCE SHOP					
In process	Dry rot repairs	\$ 12,000.00			
In process	Clean Up Storage Yard and Landscape	\$ 5,000.00			
	Add Storage Shed			\$ 30,000.00	
In process	Paint			\$ 10,000.00	
	Truck Replacement (2)			\$ 110,000.00	
In process	Side by Side Replacement			\$ 15,000.00	
	Chipper			\$ 15,000.00	
	Repair Metal Roof			\$ 75,000.00	
					\$ 272,000.00
ADMINISTRATION					
	Computer Equipment		\$ 50,000.00		
					\$ 50,000.00
FORBESTOWN					
	Community Hall maintenance and compliance	\$ 75,000.00	\$ 75,000.00		
	Playground Fall Material - 2 year supplements	\$ 4,000.00			
	Playground border, chips and structure upgrades	\$ 175,000.00			
	Bench and Tables - repairs and replacements	\$ 20,000.00			
	Fence repairs - split rail	\$ 30,000.00			
	Monument Sign repair, park rules signs	\$ 10,000.00			
	Museum Roof Repairs	\$ 5,000.00			
	Parking Lot gravel and grading	\$ 30,000.00			
					\$ 424,000.00

FRRPD FACILITY AND PARK IMMEDIATE NEEDS

Preliminary - Estimated Cost of Construction - Labor and Materials

Monday, November 15, 2021

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FEATHER RIVER TRAIL					
	Overlook Repairs	\$ 45,000.00			
	Replace Retaining Walls	\$ 100,000.00			
	Repair Asphalt Bike Path	\$ 150,000.00			
	Waste Receptacle Replacement	\$ 30,000.00			
	Lighting	\$ 1,000,000.00			
In process	Nature Center Trail (SBF Grant)	\$ 300,000.00			
	Brush clearing & tree trimming	\$50,000			City shared MOU
					\$ 1,675,000.00

*Security cameras at all sites -cost to be determined

\$15,128,000.00

RESERVE BUDGET	
TOTAL RESERVES	

FRRPD Board of Directors Policies & Procedures Handbook

Policy determination is the responsibility of the Board of Directors alone. Policy execution is the responsibility of the General Manager and other District personnel.

Specific duties of the Board of Directors:

- To perform its legal responsibilities
- To set up by-laws, regulations, rules, and operating procedures
- To select, employ, and if necessary, dismiss the General Manager
- To control the financial plans and procedures of the District
- To establish and control all operating budget funds of the District
- To establish and control liability and workers compensation insurance
- To cause to care for and maintain property
- To cause to be responsible for programs
- To assure sound personnel policies
- To maintain good public relations
- To appoint, commission, supervise, and receive reports from committees and the General Manager

Board Member responsibilities:

- Board members should understand the significance and importance of recreational programs and park services in the community.
- Board members should be aware of the relationship of recreational programs and park services to other public agencies and community services.
- Board members should look objectively at their specific responsibilities as Board members and at total community recreational and park needs, and keep abreast of the changing conditions, continuously reassessing their efforts and reasons for service.
- Board members should have the courage to resist pressures of all types and insist upon the highest standards for their agency, particularly in regard to competent and professional personnel. Each Board member represents the District as a whole and not any one section.
- Board members should attend all meetings assigned and notify the General Manager if unable to attend.
- Board members should be aware of their role as Board members being well informed and up-to-date on all issues, acting independently and avoiding pursuit of personal objectives.
- Board members need to act in concert with their fellow Board members as policy makers without usurping the functions of the General Manager.
- Board members will act as a court of appeal for disagreements arising between employees, and between the public and employees, if all other District procedures fail to solve the issue(s). Board members decision shall be final.

FRRPD Board of Directors
Policies & Procedures Handbook

Section 22

District Finances:

ANNUAL BUDGET:

The District's approved annual budget for the fiscal year will establish the guidelines for all expenditures associated with the general operations of the District. Expenditures for emergencies and special projects, not planned for at the start of the fiscal year, will be under the authority of the Board of Directors.

Budget Schedule

1. **Last week in January**
Review budget process with staff

2. **First week in March**
Full-time salaries and benefits
Projected revenue from taxes
Estimated utilities costs
Recreation program budget
Park/maintenance budget
Capital outlay proposals

3. **Last week in March**
Review budget with staff

4. **Second week in April**
Board budget workshop

5. **Third week in April**
Benefit Assessment oversight community input

6. **Second week in May**
Approval of preliminary budget

7. **Second week in June**
Public Hearing date
Adoption of appropriation limitations

8. **Second week in July**
Adoption of final budget

9. **July 31st**
"Submit final budget to County"

FEATHER RIVER RECREATION AND PARK DISTRICT
Total Assets over \$2,000
 7/1/2011 to 6/30/2012

100 -- MUNICIPAL AUDITORIUM

3008 -- Equipment

Number	Description	Dept Code	Sec Code	Purch Date	Purch Price	Cur Depr Ex	Acc Depr	Book Value
3037	QStar Camera	100	3008	8/27/2010	7,343.63	1,468.73	2,203.10	5,140.53
3125	Dunk Tank	100	3008	5/11/1988	2,008.70	0.00	2,008.70	0.00
3216	16 ROOM DIVIDERS	100	3008	9/28/1983	3,648.15	0.00	3,648.15	0.00
3264	80 STACKING CHAIRS	100	3008	11/26/1984	2,256.00	0.00	2,256.00	0.00
3298	399 FOLDING/METAL CHAIRS	100	3008	1/1/1982	3,990.00	0.00	3,990.00	0.00
3387	13 8' PLASTIC FOLDING TABLES	100	3008	11/1/1990	2,258.65	0.00	2,258.65	0.00
3477	19 FOLDING TABLES	100	3008	1/8/1996	3,965.01	0.00	3,965.01	0.00
3524	FLOOR SCRUBBER	100	3008	9/22/1997	5,931.19	0.00	5,931.19	0.00
3636	CANDY MACHINE	100	3008	9/17/2001	2,038.36	0.00	2,038.36	0.00
3708	Microsoft Software Licenses	100	3008	4/3/2007	4,243.22	606.17	3,333.94	909.28
3710	Bocce Ball Court	100	3008	2/13/2007	6,198.73	885.53	4,870.42	1,328.31
3711	Vending Machines (2)	100	3008	6/30/2007	5,796.00	828.00	4,554.00	1,242.00
3713	Oak Furniture (Bob's Office)	100	3008	4/24/2007	6,138.00	876.86	4,822.73	1,315.27
3716	Time Clock - Office	100	3008	3/7/2008	2,007.75	250.96	2,007.75	0.00
3720	Samsung Telephone System	100	3008	12/5/2007	4,546.69	909.34	4,092.03	454.66
4072	Fire Suppression System	100	3008	8/20/2008	2,795.50	559.10	1,956.85	838.65
5000	Dell Optiplex GX 620 Computer	100	3008	5/26/2006	2,247.98	0.00	2,247.98	0.00
5002	Dell Optiplex GX 620 Computer	100	3008	6/26/2006	2,093.24	0.00	2,093.24	0.00
5004	Dell Optiplex GX 620 Computer	100	3008	6/26/2006	2,093.24	0.00	2,093.24	0.00
5006	Dell Optiplex GX 620 Computer	100	3008	6/26/2006	2,093.24	0.00	2,093.24	0.00
5008	Dell Optiplex GX 620 Computer	100	3008	6/26/2006	2,093.24	0.00	2,093.24	0.00
5010	Dell Optiplex GX 620 Computer	100	3008	6/26/2006	2,093.24	0.00	2,093.24	0.00
Over \$2000 Subtotal					77,879.76	6,384.69	66,651.06	11,228.70
Section Total					77,879.76	6,384.69	66,651.06	11,228.70
Department Total					77,879.76	6,384.69	66,651.06	11,228.70

400 -- Activity Center

2000 -- Vehicles

Number	Description	Dept Code	Sec Code	Purch Date	Purch Price	Cur Depr Ex	Acc Depr	Book Value
2138	1987 International School Bus	400	2000	8/26/2010	5,000.00	450.00	675.00	4,325.00
2139	2004 Ford E350 Van	400	2000	8/17/2011	15,143.41	757.17	757.17	14,386.24
2140	2004 Ford E350 Econo. XLT Van	400	2000	1/23/2012	10,120.00	544.29	544.29	9,575.71
Over \$2000 Subtotal					30,263.41	1,751.46	1,976.46	28,286.95
2010	Ford Club Wagon XLT	400	2000	9/1/2010	0.00	0.00	0.00	0.00
2011	Ford Club Wagon Van	400	2000	9/1/2010	0.00	0.00	0.00	0.00
2137	1979 Ford Van	400	2000	8/28/2010	1,000.00	150.00	225.00	775.00

Report Date 3/1/2013

Number	Description	Dept Code	Sec Code	Purch Date	Purch Price	Cur Depr Ex	Acc Depr	Book Value
VEHICLES Subtotal					1,000.00	150.00	225.00	775.00
Section Total					31,263.41	1,901.46	2,201.46	29,061.95

3005 - Equipment								
Number	Description	Dept Code	Sec Code	Purch Date	Purch Price	Cur Depr Ex	Acc Depr	Book Value
3023	Dell Computers (2 each)	400	3005	2/23/2012	2,841.97	355.25	355.25	2,486.72
3032	Active Net Software	400	3005	10/30/2010	7,700.00	1,540.00	2,310.00	5,390.00
3034	Shaved Ice Machine	400	3005	8/4/2010	2,159.59	431.92	647.88	1,511.71
9013	Activity Center/Gym	400	3005	8/24/2010	94,000.00	9,400.00	14,100.00	79,900.00
Over \$2000 Subtotal					106,701.56	11,727.17	17,413.13	89,288.43
Section Total					106,701.56	11,727.17	17,413.13	89,288.43
Department Total					137,964.97	13,628.63	19,614.59	118,350.38

500 - NELSON POOL

3003 - EQUIPMENT								
Number	Description	Dept Code	Sec Code	Purch Date	Purch Price	Cur Depr Ex	Acc Depr	Book Value
3110	DIVING BOARDS	500	3003	5/21/1982	2,912.00	0.00	2,912.00	0.00
3707	SPLASH AQUATIC LIFT	500	3003	6/2/2004	4,467.13	0.00	4,467.13	0.00
3712	Pool Cover - Nelson	500	3003	6/30/2007	16,471.73	2,353.10	12,942.05	3,529.68
Over \$2000 Subtotal					23,850.86	2,353.10	20,321.18	3,529.68
Section Total					23,850.86	2,353.10	20,321.18	3,529.68
Department Total					23,850.86	2,353.10	20,321.18	3,529.68

900 - MAINTENANCE SHOP

2001 - MOBILE EQUIPMENT								
Number	Description	Dept Code	Sec Code	Purch Date	Purch Price	Cur Depr Ex	Acc Depr	Book Value
2008	Turf Sweeper Olathe	900	2001	10/12/1988	13,520.10	0.00	13,520.10	0.00
2042	Equipment Trailer - Load Ramp	900	2001	1/1/1979	2,086.10	0.00	2,086.10	0.00
2095	Smith Co. Gas Power Spray Rig	900	2001	1/1/1980	2,000.00	0.00	2,000.00	0.00
2102	Portable Pool Vacuum	900	2001	9/1/1981	2,500.00	0.00	2,500.00	0.00
2118	1999 20" Utility Trailer	900	2001	1/15/1999	3,213.41	0.00	3,213.41	0.00
2121	Jacobson Mower with Deck	900	2001	12/27/1999	16,486.47	0.00	16,486.47	0.00
2123	John Deere Gator Util. Vehicle	900	2001	11/21/2001	7,328.69	0.00	7,328.69	0.00
2130	JD 1600 Front Mower	900	2001	10/22/2007	42,746.10	5,892.30	26,515.35	16,230.75
2133	JD 110 Tractor/Loader/Backhoe	900	2001	3/25/2008	39,870.00	5,552.86	24,987.87	14,882.13
2136	JD Flail Mower	900	2001	5/14/2009	4,949.69	989.94	3,464.79	1,484.90
3199	High Press. Hot Water Washer	900	2001	3/4/1985	2,399.84	0.00	2,399.84	0.00
3307	UPRIGHT PERSONAL LIFT	900	2001	10/14/1988	6,637.10	0.00	6,637.10	0.00
3439	Toro Chipper	900	2001	5/19/1993	12,337.32	0.00	12,337.32	0.00
3497	Soil & Turf Aerator	900	2001	12/9/1997	8,563.91	0.00	8,563.91	0.00
3498	Honda Witch Trencher	900	2001	11/20/1996	7,451.73	0.00	7,451.73	0.00
3770	Reelmaster 3100-D Mower	900	2001	5/12/2011	28,998.90	5,499.78	8,249.67	20,749.23

Number	Description	Dept Code	Sec Code	Purch Date	Purch Price	Cur Depr Ex	Acc Depr	Book Value
Over \$2000 Subtotal					201,089.36	17,934.88	147,742.35	53,347.01
3709	Vending Van	900	2001	3/19/2007	1,500.00	0.00	0.00	1,500.00
VEHICLES Subtotal					1,500.00	0.00	0.00	1,500.00
Section Total					202,589.36	17,934.88	147,742.35	54,847.01

2002 -- VEHICLES

Number	Description	Dept Code	Sec Code	Purch Date	Purch Price	Cur Depr Ex	Acc Depr	Book Value
2113	'97 Chevy 1/2 Ton Pickup	900	2002	11/5/1996	16,110.07	0.00	16,110.07	0.00
2122	1996 Ford Pickup	900	2002	9/21/2000	9,867.00	0.00	9,867.00	0.00
2124	2002 Chevy 2500 Pickup	900	2002	4/19/2004	9,557.78	0.00	9,557.78	0.00
2125	2002 Ford F150 Pick-up	900	2002	11/17/2004	14,049.37	1,003.55	14,049.37	0.00
2126	1997 Ford F350 Pickup	900	2002	11/23/2004	9,500.00	678.59	9,500.00	0.00
2131	1990 Ford F350 Crew Cab	900	2002	11/20/2007	4,500.00	571.43	2,571.44	1,928.56
2132	2007 Ford F150 Pickup	900	2002	11/25/2007	27,280.80	3,397.26	15,287.67	11,993.13
2134	2001 Toyota Tacoma Pickup	900	2002	7/7/2008	9,239.34	1,319.91	4,619.69	4,619.65
2135	2000 Ford King Cab Pickup	900	2002	8/7/2008	18,725.34	2,675.05	9,362.68	9,362.66
Over \$2000 Subtotal					118,829.70	9,645.79	90,925.70	27,904.00
Section Total					118,829.70	9,645.79	90,925.70	27,904.00

3001 -- EQUIPMENT

Number	Description	Dept Code	Sec Code	Purch Date	Purch Price	Cur Depr Ex	Acc Depr	Book Value
2116	1998 Honda TRX-250 ATV	900	3001	6/19/1995	3,811.84	0.00	3,811.84	0.00
3699	HP NOTEBOOK	900	3001	6/2/2003	4,773.00	0.00	4,773.00	0.00
3714	MaxiSweep Pool Vacuum	900	3001	6/29/2006	3,416.09	488.01	3,172.07	244.02
3715	Time Clock - Shop	900	3001	3/7/2008	2,007.76	250.97	2,007.76	0.00
Over \$2000 Subtotal					14,008.69	738.98	13,764.67	244.02
Section Total					14,008.69	738.98	13,764.67	244.02
Department Total					335,427.75	28,319.65	252,432.72	82,995.03

905 -- Bangor

3009 -- BANGOR

Number	Description	Dept Code	Sec Code	Purch Date	Purch Price	Cur Depr Ex	Acc Depr	Book Value
3252	6 Picnic Tables (Cement)	905	3009	3/11/2010	4,882.08	697.44	1,743.60	3,138.48
Over \$2000 Subtotal					4,882.08	697.44	1,743.60	3,138.48
Section Total					4,882.08	697.44	1,743.60	3,138.48
Department Total					4,882.08	697.44	1,743.60	3,138.48

7000 -- STRUCTURES/OWNED

7000 -- STRUCTURES (OWNED)

Number	Description	Dept Code	Sec Code	Purch Date	Purch Price	Cur Depr Ex	Acc Depr	Book Value
7001	Nelson Tot Lot	7000	7000	7/1/1995	22,364.86	559.12	9,225.48	13,139.38
7002	Nelson Pool	7000	7000	7/1/1987	206,081.72	5,152.04	126,224.98	79,856.74
7003	Nelson Pool	7000	7000	7/1/2002	143,148.01	3,578.70	33,997.65	109,150.36

Number	Description	Dept Code	Sec Code	Purch Date	Purch Price	Cur Depr Ex	Acc Depr	Book Value
Section Total					627,494.00	0.00	0.00	627,494.00
Department Total					627,494.00	0.00	0.00	627,494.00
9999 -- STRUCTURES UNDER CONSTRUCTION								
7000 -- 7000								
Number	Description	Dept Code	Sec Code	Purch Date	Purch Price	Cur Depr Ex	Acc Depr	Book Value
7055	Riverbend Snack Bar	9999	7000	6/23/2010	15,850.00	0.00	0.00	15,850.00
7056	2011 RB Snack Bar Improvements	9999	7000	3/23/2011	18,580.00	0.00	0.00	18,580.00
7059	Concrete pad - Snack Bar	9999	7000	9/1/2011	1,020.00	0.00	0.00	1,020.00
STRUCTURES Subtotal					35,450.00	0.00	0.00	35,450.00
Section Total					35,450.00	0.00	0.00	35,450.00
Department Total					35,450.00	0.00	0.00	35,450.00
Total					19,705,595.24	522,405.16	4,027,717.29	15,677,877.95



HOLLY B. PLADSON

— Certified Public Accountant —

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Feather River Recreation and Park District
Oroville, California

I have audited the accompanying financial statements of the business-type activities of Feather River Recreation and Park District, (the District) as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The District's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and *Minimum Audit Requirements and Reporting Guidelines for California Special Districts*, issued by the Controller of the state of California. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

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Asset Class	Target Allocation	Rate of Return Years 1 - 10	Rate of Return Years 11+
Global Equity	50%	4.80%	5.98%
Fixed Income	28%	1.00%	2.62%
Inflation Sensitive	0%	0.77%	1.81%
Private Equity	8%	6.30%	7.23%
Real Estate	13%	3.75%	4.93%
Liquidity	1%	0.00%	-0.92%
Total	100%		

Discount Rate The discount rate used to measure the total pension liability for June 30, 2020 was 7.15%. The amortization and smoothing periods recently adopted by CalPERS were utilized to determine whether the municipal bond rate should be used in the calculation of a discount rate. A projection of expected benefit payments and contributions was performed to determine if the assets would run out. The test revealed the assets would not run out. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.15%, as well as the District's proportionate share of the net pension liability if it was calculated using a discount rate that is one percentage point lower (6.15%) or higher (8.15%), than the current rate:

	1% Decrease (6.15%)	Current Discount Rate (7.15%)	1% Increase (8.15%)
June 30, 2020			
District's proportionate share of the net pension liability	\$ 1,442,432	\$ 939,779	\$ 524,874

Pension Plan Fiduciary New Position Detailed information about the pension plan's fiduciary net position is available in CalPERS's separately issued Comprehensive Annual Financial Report.

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Feather River Recreation and Park District

SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Years Ended June 30	2020	2019	2018	2017	2016
District's portion of the net pension liability (asset)	0.02078%	0.02139%	0.02164%	0.02192%	0.02532%
District's portionate share of the net pension liability (asset)	\$ 939,779	\$ 842,871	\$ 844,607	\$ 709,041	\$ 522,135
District's covered-employee payroll	\$ 706,773	\$ 639,386	\$ 497,411	\$ 535,866	\$ 486,377
District's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	132.97%	131.83%	169.80%	132.32%	107.35%
Plan fiduciary net position as a percentage of the total pension liability	75.26%	75.90%	74.52%	80.82%	87.11%

SCHEDULE OF THE DISTRICT'S CONTRIBUTIONS - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Years Ended June 30	2020	2019	2018	2017	2016
Contractually required contribution	\$ 53,221	\$ 45,222	\$ 37,288	\$ 42,006	\$ 34,280
Contributions in relation to the contractually required contribution	(53,221)	(45,222)	(37,288)	(42,006)	(34,280)
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$ -	\$ -
District's covered-employee payroll	\$ 706,773	\$ 639,386	\$ 497,411	\$ 535,866	\$ 486,377
Contributions as a percentage of covered-employee payroll	7.53%	7.07%	7.50%	7.84%	7.05%

See the accompanying notes to the supplementary information

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Continued

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, I performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of my audit; and, accordingly, I do not express such an opinion. The results of my tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

District's Response to Findings

The District's responses to the findings identified in my audit are described in the accompanying schedule of findings. The District's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, I express no opinion on them.

Purpose of this Report

The purpose of this report is solely to describe the scope of my testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Holly B. Pladson, CPA

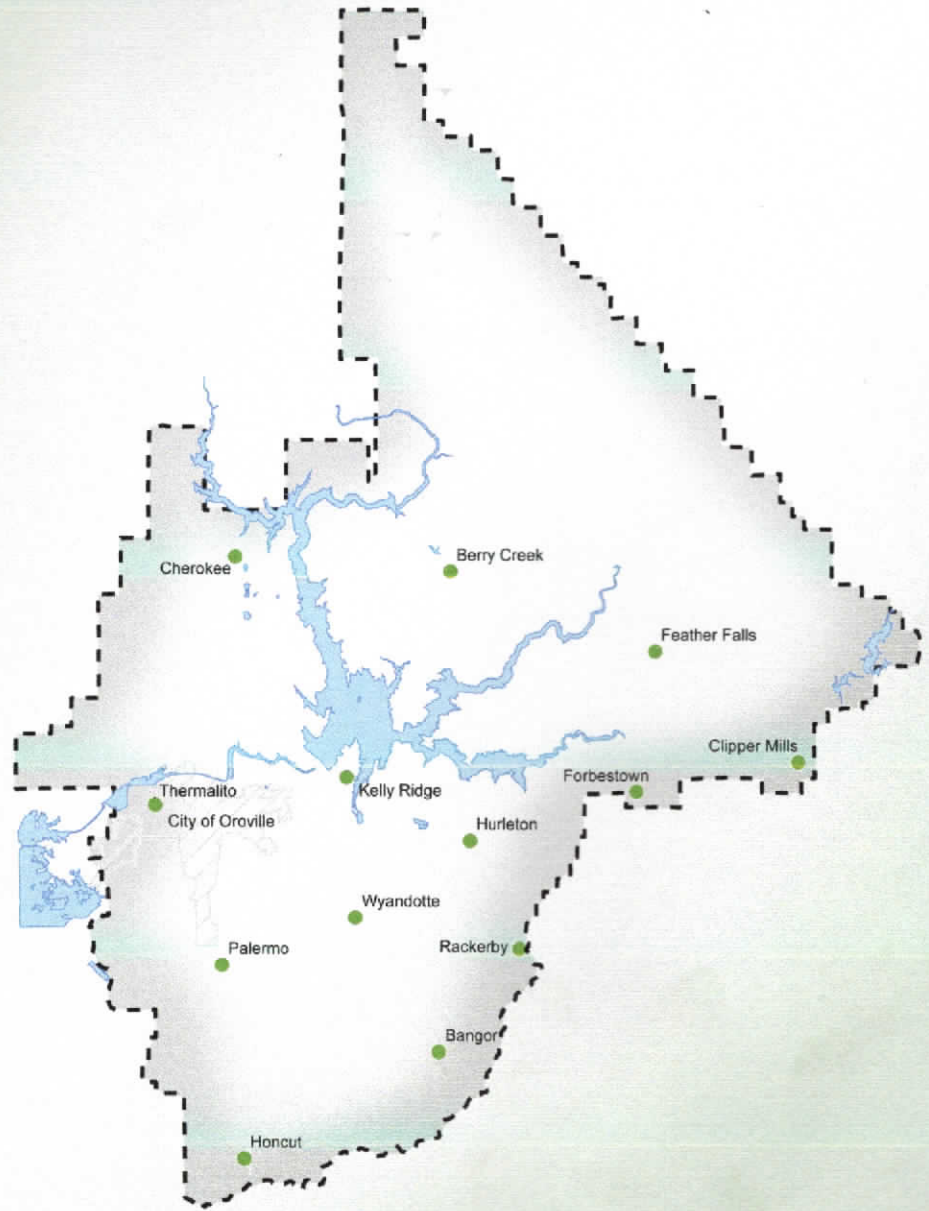
April 26, 2021

Chico, California



FEATHER RIVER
 RECREATION & PARK DISTRICT
CATCH THE DREAM

2020 Master Plan




"Here at Feather River Recreation & Park District, we are all about FUN and enjoying the beautiful, natural setting we live in"



2020 Park and Recreation Master Plan

Prepared for

Feather River Recreation and Park District
1875 Feather River Blvd.
Oroville, California 95965
www.frrpd.com 



Prepared by

Land Image Landscape Architects and Planners
627 Broadway
Chico, California 95928
(530) 899-1913
www.elandimage.com 



April 2011

Purpose of the Master Plan

The FRRPD Master Plan is a comprehensive planning tool designed to provide the District with the framework to implement its mission and vision. It effectively establishes a link between the District as it exists today and its objectives for the future. It has been developed with input and cooperation from the general public, community leaders, the City of Oroville, Butte County and other agencies.

How the Plan Should be Used

This document is intended to be used by FRRPD staff, the Board of Directors, neighboring jurisdictions, community associations, developers, interest and the general public. The sections below summarize how each group can use the document.

FRRPD Staff and Board of Directors. District staff and the Board of Directors can use this document as a resource for day-to-day and long-term decision making. It provides the direction and framework to achieve the goals identified during the Master Plan update process.

Other Agencies. The regulatory setting within FRRPD's boundary includes many agencies, including Butte County, City of Oroville, Butte County Association of Governments and Butte County Local Formation Commission. This document provides all agencies with an overview of the District's role, authority and vision for the future. It also recommends opportunities for interagency consistency and cooperation.

Community Associations. FRRPD's boundaries encompass many unincorporated communities throughout the foothills and valley floor. Several communities have established Community Associations that organize events and recreational activities and represent the community's voice. This document provides Associations with a resource to better understand and utilize the benefits provided to them by FRRPD.

Special Interest Groups. Special interest groups like soccer, archery or equestrian clubs, etc., will find this document to be a useful resource for developing partnerships with the District. Resources include a step-by-step guide to forming partnerships with the goal of creating programs and/or special-use facilities.

Developers. Developers can use this document as a planning tool to help guide early development of master site plan and other planning documents. The contents of this document will provide them important information including:

This Park & Recreation Master Plan will provide direction to FRRPD for the next 10 to 20 years.

- ❖ Process for developing neighborhood and community parks
- ❖ Recommended park locations
- ❖ Park standards and classifications
- ❖ Level of Service (LOS)

General Public. This document will serve the general public by providing an overview of FRRPD and how it is intended to serve the community. It provides answers to questions about assessment fees and getting a "fair share" of District services. It also provides steps for public involvement and development of new recreational opportunities.

Organization of the Plan

The FRRPD Master Plan has been organized to provide its users a quick reference to the information contained within. The first three chapters provide an introduction to the Master Plan, an overview of the District and implementation strategies for District goals. The next five chapters discuss individual "planning areas" and are grouped by common attributes. Organizing the document in this manner allows a focused discussion on communities in a unique geographic or regulatory setting.

Procedures for Plan Review and Amendments

Plan Review. To ensure that the Master Plan remains current and continues to serve FRRPD as intended, District staff shall conduct annual reviews of the document each January. The benefit is twofold. Yearly reviews will give the District an opportunity to evaluate the Plan's adequacy over the previous year which, in some cases, may lead to necessary amendments. Yearly reviews will also provide a valuable record of issues, needs and actions leading to efficient Master Plan updates in the future.

The FRRPD Master Plan Ad-Hoc Committee is charged with initiating the annual review. This task shall consider, but not be limited to, the list of questions below. Responses shall be summarized in a written report:

- ❖ Is the Plan meeting the needs of the District?
- ❖ Is the Plan meeting the needs of the community?
- ❖ Have related plans from other jurisdictions been significantly updated which warrant potential amendments?
- ❖ Have populations or growth areas changed significantly from estimates and projections provided in this Master Plan?
- ❖ Upon its completion, the report shall be reviewed by the Board of Directors and appended to the Master Plan as record.

Plan Amendment. The Master Plan may only be amended by the District Board of Directors. A request for consideration including a summary of findings associated with the amendment must be prepared and submitted by District staff to the Board of Directors. The amendment will be heard by the Board in a public hearing pursuant to Section 54950 of the California Government Code. All Master Plan amendments shall be adopted by majority vote.

Phased Development

The FRRPD Master Plan update was prepared in two phases. Phase I began in 2005 and concluded in 2006. The goal was to inventory existing conditions of the District's facilities and to begin the first steps toward identifying the community's needs through a series of meetings. Phase II of the update process was initiated in 2008 and completed in 2009. This phase was intended to build on the information collected during Phase I and develop a needs assessment, list of recommendations and provide strategies for implementation. The following sections describe the scope and content of both phases, the results of which are comprised in this FRRPD Master Plan.

The FRRPD Master Plan update was prepared in two phases.

Phase I. Work in this phase provided a document titled "System Inventory and Conditions Report." This document detailed the essential first steps in the Master Plan update process, and represented the baseline information from which the District Board of Directors would move forward with developing a clear and concise statement of purpose based on regional demographics, recreational trends and community values. The function of the System Inventory and Conditions Report was:

- ❖ To identify and convey current and future regional demographic trends and recreational demands.
- ❖ To inventory and characterize the existing District facilities, recreational programs and users.
- ❖ To summarize the District's governance, staff resources and financial outlook.
- ❖ To account for the public's perceptions of recreational needs, values and attitudes about the District and to identify deficiencies and future opportunities.
- ❖ To describe process and outcome of the mission and vision statements dialogue that will ultimately be carried forward into the Master Plan update process.



Phase II: Two years following the completion of Phase I, the District Board initiated the second phase of the Master Plan update process. Work in this phase built on the efforts completed during Phase I and fulfilled the remaining tasks required to complete the Master Plan document. The following includes a list of tasks completed during Phase II:

- ❖ Reassess information collected in Phase I
- ❖ Develop a plan consistent with City and County General Plans
- ❖ Identify opportunities for consistency and interagency cooperation
- ❖ Document the District's current recreation setting including a list of all Federal, State, City, County, school, and community facilities
- ❖ Identify opportunities for partnerships with existing facilities
- ❖ Identify opportunities for partnerships with special interest groups
- ❖ Identify sites for future development or acquisition
- ❖ Establish park planning criteria and standards
- ❖ Recommend specific funding methods
- ❖ Establish a "Level of Service" for the District

Regional Setting

Location and Geography

Butte County is located at the northern end of the Sacramento Valley, approximately 150 miles northeast of San Francisco and 70 miles north of Sacramento. Elevations above sea level range from 100 feet on the valley floor to 5,000 in the Sierra Nevada foothills.

The terrain varies widely from the mountains and foothills of the Sierra Nevada to the flatland of the Sacramento Valley floor. Generally, the land drains from the east into many creeks and rivers, which in turn drain roughly southwest into Lake Oroville. The Feather River, a tributary of the Sacramento River, provides an outlet for the Dam. Natural vegetation includes grasslands of the Central Valley, foothill chaparral, woodland, and forest land at the higher elevations. Soils in the District are widely variable. Most of the soil material in the western part of the area has been moved by natural forces over long distances, is fine textured ranging from silty loam to clay, and is greatly mixed in origin.

Although it has a two-season climate characteristic of the west coast, the climate of the District varies, as would be expected in an area where altitudes are so diverse. Most of the rainfall occurs in the months of October through March

FRRPD Boundary

The District encompasses approximately 735 square miles (see Exhibit 1.1). Located within its boundary is the incorporated City of Oroville and several unincorporated communities including:

- ❖ Bangor
- ❖ Berry Creek
- ❖ Cherokee
- ❖ Clipper Mills
- ❖ Feather Falls
- ❖ Forbestown
- ❖ Honcut
- ❖ Hurleton
- ❖ Palermo
- ❖ Thermalito
- ❖ Wyandotte
- ❖ Unincorporated Oroville Area

The following themes emerged as important District issues across all community discussions - both rural and urban:

❖ **Providing additional maintenance and improvements in existing parks and facilities.**

Meeting participants resoundingly expressed that the proper maintenance of parks and facilities enhance the community's overall enjoyment of the recreation area, as well as provide a reflection of the community's image. Since many of the District's parks and facilities support aging infrastructure and equipment and have languished from deferred maintenance and capital improvement projects, citizens believe that providing additional maintenance and improvements should continue to be a District priority. One community member's comment captures this widely-held sentiment: "Let's concentrate on what we have and do it well."

"Let's
concentrate
on what we
have and
do it well."

- Master Plan
workshop
participant

Community residents voiced that more District resources were needed to address graffiti problems, garbage and large-scale repairs. They view the District's work being accomplished as part of a two-pronged effort: 1) extend District staff time and money; and 2) youth engagement. Residents would like to see more frequent maintenance of the park areas, and to have youth be more invested in the park system. As one resident asserted, "Youth should act as park stewards rather than as vandals." Several meeting attendees suggested that youths' respect for park and facilities resources be catalyzed from having a stronger FRRPD presence on-site, most likely by offering recreational programming in the local areas. Residents believe that if youth connect to the District's facilities they'll care more about protecting them. One successful example of youth engagement was when the Forbestown Park Advisory Council commissioned several teenagers to paint a mural on the side of the Yuba-Feather Museum. The Park has not suffered from graffiti from that point forward.

❖ **Expanding existing parks and facilities.**

Many participants urged the expansion of existing resources, but also advocated for a new community facility to complement their park areas. Some of these buildings would be new construction, while others would make use of existing structures. For example, Berry Creek residents are actively advocating for a multi-use community center. They have identified the Harts Mill Cal-Fire station, which has just become surplus, as one potential site for such a facility. Bangor area residents rallied together to rebuild their community center after it was destroyed in a devastating fire in 2005. The center is fully operational and is regularly used. Greater

Oroville area residents are also advocating for a central facility where they could host classes, potlucks and dances coordinated through their own volunteer network. The communities of Forbestown and Palermo currently have facilities that meet the recreational needs of its residents.

❖ **Expanding District recreation programs (classes, camps, trips, sports, events, etc)**

Participants from all six community workshops expressed the need and desire for the District to offer more recreational programming. Across the board, residents highlighted the need for expanded, low-cost, kids' activities to help channel youth's energy in a positive manner during the summer months. Many residents view recreational programs as a means for promoting increased investment in local communities. One citizen stated, "If kids had more opportunities to participate in positive, learning-based activities, they would be more invested and less likely to engage in vandalism at FRRPD community parks and facilities." This sentiment echoes suggestions stated above regarding graffiti problems, garbage and other maintenance issues.

As mentioned before, expanding District recreation programs to the rural areas is highly desired. Residents of Berry Creek, Forbestown, Bangor, and Palermo asserted that the combination of travel time and program fees make participation in programs offered within the Core Planning Area more prohibitive than they would like. Several community members said they would be interested in facilitating programs and classes if they had FRRPD's support in either training building or retrofitting community centers.

❖ **Adding patrols and security to the parks and trails:**

Many participants cited the need for better security at FRRPD parks. In both rural and urban areas, there is public concern about the overall safety level of the park, which has translated into the diminished usage of FRRPD park facilities. Some residents attribute safety issues to the lack of enforcement of park rules and ordinances. Several residents asked, "Who is protecting these facilities as well as the residents who use them?" noting that it was difficult to get law enforcement officers to respond to their calls. Residents would feel safer if there was a more visible, official presence at FRRPD parks and facilities. There is extensive after-hours usage at some parks and pools, usually involving illicit activities and often resulting in graffiti, vandalism and damage to turf from animals, bikes and off-road vehicles.

❖ **Upgrading and improving unpaved trails around the Feather River and elsewhere in rural areas of the District:**

Desired Future Direction of FRRPD

Meeting participants were asked to identify important criteria for weighing decisions about future changes in the FRRPD park system. Responses were:

- ❖ **Enhancement.** Upgrade existing facilities before expanding parks and facilities.
- ❖ **Equity.** Take inventory and allocate District resources based on fairness and need, recognizing those who have historically received the least amount of help. (Several communities noted that their populations were growing and that they had limited to no resources being provided by the District.)
- ❖ **Safety.** Safety of the park user should be the District's first priority. This includes providing safe facilities and a secure park environment.
- ❖ **Accessibility.** Provide open access to all residents, including ADA accessibility.
- ❖ **Community.** Focus on activities that promote more community investment and ownership in FRRPD parks and facilities.
- ❖ **Funding.** Maintain open and free access to areas that have historically had free access.

Additional Discussion

Additional comments included:

- ❖ Bangor, Berry Creek and Forbestown participants posed the questions of "How much money is collected from homeowners in our area?" and "How do we see a fair return?" regarding their respective local areas. Several participants wanted to better understand the formula for collection and distribution, if one existed at all. There was no definitive answer provided to the public on this issue.
- ❖ Many rural residents noted that designating a community liaison or representative that would facilitate communications to FRRPD staff would be a great benefit to building partnerships. This community resident would serve as a point person for grant-writing efforts, general fundraising, regulatory permitting questions, and expressing community concerns and maintenance needs.
- ❖ Bangor participants shared that the regulatory permitting process was an obstacle for making park improvements. They were open to the idea of coordinating with a District staff person to navigate through that process.

Feather River Rec and Park District
 2021-22 Budget Programs
 Detail Adjustment to Budget Closing Act Center
 10/12/2021

The following was DEDUCTED from Annual Budget (listed by program) Closing the Act Center- annual adjustment to current annual budget

	Gymnastics	Preschool	Classes	AC Rentals (small gym)	Admin/Maintenance Changes	TOTAL: Adjustment annual budget closing Act Center
Program/Misc Income:	\$ 257,000	\$ 319,500	\$ 49,800	\$ 40,000	\$ -	\$ 666,300
TOTAL INCOME	\$ 257,000	\$ 319,500	\$ 49,800	\$ 40,000	\$ -	
Operating Expenses						
Payroll included CalPERS Unfunded	\$ 175,200	\$ 322,000	\$ 20,000		\$ 26,300	\$ 543,500
Expenses: Service/Supplies	\$ 65,300	\$ 51,000	\$ 15,000		\$ 155,000	\$ 286,300
Debt Expense on AC Loan	\$ 39,200	\$ 19,500	\$ 17,600		\$ 5,900	\$ 82,200
Total Operating Expenses	\$ 279,700	\$ 392,500	\$ 52,600	\$ -	\$ 187,200	\$ 912,000
Net Profit/Loss	\$ (22,700)	\$ (73,000)	\$ (2,800)	\$ 40,000	\$ (187,200)	\$ (245,700)
Capital Improvement Projects/Loans						
Loan Principal	\$ 121,440	\$ 60,720	\$ 53,130	\$ -	\$ 17,710	\$ 253,000
Act Center Capital Improvements/Deferred Maintenance immediate needs	\$ 50,750	\$ 65,750	\$ 15,750	\$ 20,000	\$ 15,750	\$ 168,000
Total Capital Improvements/Loans and Admin office Space	\$ 172,190	\$ 126,470	\$ 68,880	\$ 20,000	\$ 33,460	
Loss by program: Supplemented by Tax Revenue	\$ (194,890)	\$ (199,470)	\$ (71,680)	\$ 20,000	\$ (220,660)	\$ (666,700)

Feather River Rec and Park District
 2021-22 Budget w/Act Center
 Estimated Budget w/o Act Center
 10/12/2021

	NO ACT CENTER	CURRENT BUDGET W/AC	DIFFERENCE	
Tax Income/Interest	\$ 2,230,000	\$ 2,230,000		
Program/Misc Income	\$ 230,700	\$ 897,000		
TOTAL INCOME	\$ 2,460,700	\$ 3,127,000	(666,300)	
Operating Expenses				
Payroll included CalPERS Unfunded	\$ 1,217,500	\$ 1,761,000	(543,500)	
Expenses: Service/Supplies	\$ 926,700	\$ 1,213,000	(286,300)	
Debt Expense on AC Loan	\$ 3,300	\$ 85,500	(82,200)	
Total Operating Expenses	\$ 2,147,500	\$ 3,059,500	(912,000)	
Net Profit/Loss	\$ 313,200	\$ 67,500	245,700	245,700
Annual: Rent/Lease/Build Admin office space estimated annual	\$ 80,000	\$ -	80,000	(80,000)
Capital Improvement Projects/Loans				
Loan Principal	\$ 28,000	\$ 281,000	(253,000)	
Act Center Capital Improvements/Deferred Maintenance immediate needs	\$ -	\$ 168,000	(168,000)	
Total Capital Improvements/Loans and Admin office Space	\$ 28,000	\$ 449,000	477,000	
Annual Cash Balance (before investing in parks, staff and equipment)	\$ 205,200	(381,500)	=	<u>586,700</u>

November 12, 2021

Shawn Rohrbacker, GM
Board of Directors
FRRPD
1875 Feather River Blvd.
Oroville, CA 95965

Re: Consultants Findings

Dear Shawn & Directors:

As outlined in the Oct. 11, 2021, Request for Services for Financial Analysis from Shawn I have reviewed the requested documents, financial reports, audits and have met with Shawn and Deborah on a number of occasions. They have prepared or shared with me other documents to assist in my review of the financial condition of the overall operation of the FRRRPD.

I will start by going back to my original work and report on March 12, 2013. At that time, it was important to first review and understand the Mission and Vision of the District as well as the role that the Board of Directors and General Manager and their Duties & Responsibilities. You find as Exhibit-A, the Mission Statement:

The Feather River Recreation and Park District **will provide and maintain quality parks, recreation experiences and related facilities and programs for all residents of the district in a fiscally sustainable manner** that compliments the natural resources and cultural heritage of our community.

I will explain that this time I inspected your Oroville Parks & Facilities and took pictures so you can see that this is not the case. The pictures are included in Exhibits-B 1-7. I would expect your standards to be what I found at Riverbend Park but as you can see be inspecting these other facilities that you have many hazards, liabilities, graffiti, unsafe physical conditions for your baseball fields, tennis courts, playgrounds, seating areas, parking lots, and roads. You currently are responsible for fifteen separate Facilities as listed in your brochure as shown in Exhibit-C 1-2. I requested and received as Exhibit-D 1-4 the "Immediate Needs/Deferred Maintenance" list for your properties. As you can see that it is over \$11 million dollars, and I will tell you that in today's dollars it is much higher than that and growing every day.

I want again to include as Exhibit-E the Policies & Procedures for the Board of Directors and again will focus on the financial areas of responsibility. I am also including Exhibit F, the timeline for the Annual Budget Process. My concern is that you have the fiduciary responsibility to prepare and submit an annual budget that should include the actual Operating Income and

Expenses as well as the Asset and Building Replacement Reserves by individual line items. You have not included the Reserves in your budgeting process because you do not have the funds to properly set aside the required funding. I have included Exhibit-G 1-6 that breaks out each of the assets that at some point you will need to replace. You take the Depreciation each year for this but do not match the necessary funds to meet these requirements. Your annual audits do not appear to address this concern and it should be included as they do your Net Pension Liability. Exhibit-H 1-4 illustrates that your Audit has informed you that your "District's Proportionate Share of the Net Pension Liability with the Calif. Public Employees' Retirement System" has increased by \$417,644 from 2016 to 2020 where your liability is now \$939,779 based on the 7.15% Discount Rate. If it just decreases by 1% to a Discount Rate of 6.15% your liability increases to \$1,442,432. I think someone should be addressing this issue immediately.

Before I get into the actual financial issues that are the main cause of your current situation, I want to include Exhibit-I, the 2020 Master Plan. As you are aware this is supposed to be updated every 10-years and the current plan was completed in April 2011. I understand that this is in the process, but it is important to remind everyone that it is a "Tool designed to provide the district with a framework to implement its mission and vision." There are also to be "Annual Written Reviews" and I hope someone has copies of those meeting minutes and that the Board has also reviewed them. The Big Question in this review "is the Plan meeting the needs of the District and the Community?" From an outsider's perspective I would have to say the answers in 2013 and again in 2021 is NO!

As I now reflect on your past financial and current situation going forward there is one large financial drag on your entire system. This has not changed since by last review in 2013. It was clear back then as it is now that the 40,000 square foot building should never had been purchased. It was a failing operating entity by the prior owner, the inappropriate revenue and expense analysis by the General Manager at that time gave false facts to encourage the purchase and the seller and her family were too involved in the district's decision at that time. You now find yourself and your District with a building and related program, which being Gymnastics and Preschool/Day Care, which are bleeding your district to the tune of approximately \$650,000 per year. Exhibits-J 1-2 are financial analysis by your staff reflecting the cost of the building and the programs associated with it. You may want to look and see if there are any other Districts in Northern California that have their own gymnastics facilities and programs. I could not find any through your staff.

Have requested that Shawn get a formal Appraisal of the building as well as two commercial brokers' opinion of value and listing agreements. He has the two listing proposals and is working on the appraisal. With that information my recommendation to the District is to attempt to sell the building as quickly as possible, try to find a new office location in the community in the range of 2,500 square feet. Understand that if that is not feasible the District may have to lease out the building space that they do not need but understand that the cost of

the required tenant improvements would create other financial concerns for the District. In a perfect world you would adjust the Sale Price to reflect the current market and deferred maintenance issues with the building and hope to be able to generate an additional surplus after the debt is paid-off of around \$200,000 to \$500,000 from the sale. Part of the surplus going toward the move into a new location, set aside the rest in two areas; the first to upgrade your ball parks so the community can see you are raising your standards and the balance would be set up in a proper Reserve Funding Account. Secondly, I would suggest that your budgets now include monies each year for the proper reserve accounts and the immediate upgrade of your current parks, facilities, and the addition of innovative programs. Once you are on that track, I would upgrade all your facilities' signage, get your community members involved in the new direction and attempt to build new corporate sponsorship for your programs.

I thank you for the opportunity to collaborate with your team on this project and I hope this allows you to build a better direction for your District over the next 2-5 years.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Scott Chalmers", is written over the typed name and title.

R. Scott Chalmers
Consultant

CONTRACT NO.

X 25283

COUNTY OF BUTTE

PURCHASE AGREEMENT

Between

Feather River Recreation and Park District

and

County of Butte

for

1875 Feather River Boulevard, Oroville, CA 95965

THIS PURCHASE AGREEMENT ("Agreement") with a reference date of July 01, 2023 by and between, Feather River Recreation and Park District, a Special District, ("Seller/Grantor") and the County of Butte, a political subdivision of the State of California, acting by and through its Department of General Services, on behalf of the County of Butte, Department of Behavioral Health, ("Buyer/Grantee"). Grantor and Grantee may hereinafter be individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, Grantor owns that certain real property and its appurtenances located in the State of California, County of Butte, City of Oroville with a street address of 1875 Feather River Boulevard, Assessor's Parcel Number 035-240-099-000, ("Property"), as more particularly described in EXHIBIT "A" LEGAL DESCRIPTION OF THE PROPERTY; and

WHEREAS, Grantor has full right, power, and legal authority to enter into this Agreement, sell, transfer and convey the Property to Grantee pursuant to this Agreement and other instruments referenced herein to consummate the transactions contemplated hereby; and

WHEREAS, pursuant to and by grant of authority by the Butte County Board of Supervisors under California Government Code, Title 3., Chapter 5., Article 1, §25350 et al., Grantee has full power, right and legal authority to enter into this Agreement and to buy and accept the Property from the Grantor pursuant to this Agreement and other instruments referenced herein to consummate the transactions contemplated hereby;

NOW THEREFORE, and for other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing provisions of the Recitals are true and correct and are incorporated into this Agreement by this reference.
2. Transaction Summary. For the receipt and adequacy of which are hereby acknowledged, Grantor agrees to sell to Grantee and Grantee agrees to purchase from Grantor, by signing and recording a deed conveying fee title interest in the Property, under the terms and conditions of this Agreement.

3. General Terms.

- 3.1. Purchase Price. Grantee agrees to pay Three Million Six Hundred and Ninety Thousand dollars and no cents (\$3,690,000.00), ("Purchase Price") for the Property that shall be due and payable to the escrow holder pursuant and subject to the terms of this Agreement. The Purchase Price is the appraised value per the Appraisal, completed by the Dore Group on May 12, 2023.
 - 3.1.1. The final Purchase Price minus any deposit(s) shall be delivered to the escrow holder within sufficient time to close the escrow.

3.2. Deposits.

3.2.1. Deposit. Within thirty (30) days of full execution of this Agreement, Grantee shall deliver to the escrow holder a check in the amount of One Hundred Thousand dollars and no cents (\$100,000.00), (“Deposit”).

3.2.2. In the event the Parties are unable to close escrow:

- a) On or by October 29, 2023 Twenty Five Thousand dollars and no cents (\$25,000.00) of the Deposit shall be retained by the Grantor.
- b) On or by March 27, 2024, Twenty Five Thousand dollars and no cents (\$25,000.00) of the Deposit shall be retained by the Grantor.
- c) On or by September 23, 2024, Fifty Thousand dollars and no cents (\$50,000.00) of the Deposit shall be retained by the Grantor.

3.3. Full Execution and Date of Full Execution.

3.3.1. This Agreement shall be deemed Fully Executed when signed by all of the Parties to this Agreement.

3.3.2. The Date of Full Execution shall be the date upon which the last Party to the Agreement signs.

3.4. Termination. This Agreement may be terminated by either Party, if any of the conditions to its obligations under this Agreement are not satisfied or waived by the close of escrow. Provided that either Party is not otherwise in breach hereunder, if the termination of this Agreement is a result of any election permitted under this Agreement by either Party, the Escrow shall be canceled, all instruments shall be returned to the respective parties who executed the same, and neither party shall have any further obligation to the other as to the Property except as otherwise set forth in this Agreement.

3.5. Contingencies. The Parties obligation to perform under this Agreement shall be subject to and contingent upon the full and mutual satisfaction of each of the following items as stated herein.

3.5.1. **Initial Contingency:** Upon full execution of this Agreement, the Parties shall work together to satisfy or waive the following conditions by October 29, 2023:

- a) Title - Grantee to approve a current condition of title or preliminary title report issued by the escrow holder for the Property;
- b) Jurisdiction - Grantee to obtain a conditional use permit for use from jurisdiction.

3.5.2. **Inspections Contingency:** The Parties shall continue to work together to satisfy or waive the following conditions no later than March 27, 2024:

- a) Due Diligence – Grantee may perform and complete any inspections deemed necessary;
- b) National Environmental Policy Act (NEPA) – Grantee may perform and complete an Environmental Review following the National Environmental Policy Act. Acceptance of the Environmental Review is a requirement of grant approval by the Community Development Block Grant (“CDBG”), federal statutory and regulatory requirements.

3.5.3. **Funding and Final Approval Contingency:** The Parties shall continue to work together to satisfy or waive the following conditions no later than September 23, 2024:

- a) Grantee to verify and confirm grant approval, availability of CDBG Funds;
- b) Feasibility Study – Grantee may perform and complete a feasibility study as deemed necessary by the CDBG federal statutory and regulatory requirements;
- c) Final acceptance and direction to close escrow of the Property by the Butte County Board of Supervisors in a regular and open Board of Supervisors Meeting.

3.6. Escrow, Joint Escrow Instructions, Close of Escrow, Closing Costs & Other Liens.

3.6.1. Within fifteen (15) days of full execution of this Agreement, the Parties shall deliver a fully executed copy of this Agreement to the escrow holder.

3.6.2. This Agreement also constitutes the joint escrow instructions of the Parties that the escrowholder will use along with any related amendments and supplemental escrow instructions. Parties agree to execute, deliver, and be bound by any reasonable or customary supplemental escrow instructions of escrow holder, or other instruments as may reasonably be required by escrow holder, in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not amend or supersede any portion of this Agreement. If there is any

inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

3.6.3. The Parties shall make every effort to close escrow **on or before** September 23, 2024. Except as otherwise expressly provided herein:

- a) Grantor shall be responsible for the costs of releasing any mortgage, financing statement, or other debt security, or any attachments, assessments, delinquent real estate taxes or mechanic's or materialmen's liens outstanding against the Property, all transfer taxes and conveyance fees and the costs of curing, remedying or removing any other contingencies that Grantor cures, remedies or removes. Grantor shall be responsible for the costs of any broker commissions or fees.
- b) Pursuant to Government Code Section 27383 and Revenue and Taxation Code Section 11922, the Grantee is exempt from paying any Recording Fees or Documentary Transfer fees therefore the Grantee shall be responsible for all other Escrow fees, Owner's ALTA Title Insurance Fee and closing costs other than broker commissions and fees.

4. Possession, "As Is" Purchase, Release.

4.1. The Buyer is not in possession of the Property.

4.2. "As Is" Purchase. As a material inducement to Grantor's execution and delivery of this Agreement and performance of its duties under this Agreement:

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, GRANTEE HAS AGREED TO ACCEPT POSSESSION OF THE PROPERTY UPON THE CLOSE OF ESCROW ON AN "AS-IS" BASIS. GRANTOR AND GRANTEE AGREE THAT THE PROPERTY WILL BE SOLD "AS IS, WHERE IS, AND WITH ALL FAULTS" WITH NO RIGHT OF SET-OFF OR REDUCTION IN THE PURCHASE PRICE, AND, EXCEPT AS SET FORTH IN SECTION 7 OF THIS AGREEMENT, SUCH SALE WILL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), AND GRANTOR DISCLAIMS AND RENOUNCES ANY SUCH REPRESENTATION OR WARRANTY.

4.3. Release. Upon the close of escrow, Grantee hereby waives, releases, acquits, and forever discharges Grantor and Grantor's agents, directors, officers, and employees, to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that it now has or that may arise in the future because of or in any way growing out of or connected with this Agreement or the Property (including, without limitation, the condition of the Property), except matters arising from Grantor's fraud or intentional misrepresentation.

5. Property and Legal Matters.

5.1. To the best of Grantor's actual knowledge:

- a) There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Property or pending against Grantor which could affect Grantor's title to the Property.
- b) Grantor has not entered into any other contracts for the sale of the Property with any third parties, nor do there exist any rights of first refusal, reversions, or options to purchase the Property or any portion of the Property therewith. Other than with Grantee, Grantor is not party to nor subject or bound by any agreement, contract, or lease of any kind with any third parties relating to the Property which would impose an obligation on Grantee or otherwise affect marketability of title to the Property.
- c) Upon the close of escrow, Grantor shall have no unrecorded leases, licenses or other

agreements which would grant any person or entity the right to use or occupy any portion of the Property, including any improvements thereon, and no improvements on the Property that encroach upon the Property of a third party.

- d) There are no and have been no uncured notices from any governmental agency notifying Grantor of any violations of law, ordinance, rule, or regulation occurring on the Property.

5.2. Operation of the Property through close of escrow.

5.2.1. Grantor hereby agrees that Grantor will not, upon full execution of this Agreement, enter into new leases or any other obligations or agreements affecting the Property without the prior written consent of Grantee, which consent Grantee may withhold or grant in its absolute discretion.

5.2.2. Grantor will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters upon full execution of this Agreement that will not be eliminated prior to or upon the close of Escrow.

5.2.3. Grantor shall promptly notify Grantee of any event or circumstance that makes any representation or warranty of Grantor under this Agreement untrue or misleading, or of any covenant of Grantor under this Agreement incapable or less likely of being performed. It is understood that the Grantor's obligation to provide notice to Grantee shall in no way relieve Grantor of any liability for a breach by Grantor of any of its representations, warranties or covenants under this Agreement.

5.3. Loss, Destruction and Condemnation: The Parties agree that, if, before the Grantor transfers legal title or possession of the Property, all or a material part of the Property is destroyed without fault of Grantee, or is taken by eminent domain by any governmental entity, Grantee shall be entitled to terminate its obligations under this Agreement by written notice to Grantor and Grantor shall not have the right to enforce this Agreement against Grantee. If, Grantee does not elect to terminate this Agreement, then Grantee shall, as applicable, either; (1) proceed to close as provided herein with the Purchase Price being reduced as applicable and, in the case of any eminent domain proceedings, by the total of any awards or other proceeds received or assured to be received by the Grantor as a result of such proceedings or; (2) proceed to close as provided herein with an assignment as applicable by Grantor of all Grantor's rights, title and interest in and to any such eminent domain awards and proceeds. Grantor will promptly notify Grantee in writing of any eminent domain proceedings affecting the Property.

5.4. Breach. a) Grantee: On or before October 29, 2023, in the event of breach by Grantee, Grantor shall release all funds held by escrow holder and execute written instructions to escrow holder to disburse said funds to Grantee and cancel the escrow.

c) On or after October, 29, 2023, in the event of breach by Grantee, the Grantor shall retain a portion of the funds per Section 3.2. Deposits and release all remaining funds held by escrow holder by executing written instructions to escrow holder to disburse said funds to the Grantor and cancel the escrow.

5.5. Waiver. No waiver of any provision of this Agreement shall be considered a waiver of any other provision or of any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by either Party of any remedy provided in this Agreement or at law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or at law or in equity.

5.6. Dispute Resolution and Governing Law.

5.6.1. The Parties hereto acknowledge that this Agreement has been negotiated and entered into the County of Butte, State of California. The Parties hereto expressly agree that this Agreement shall in all respects be governed and enforced by the laws of the State of California. The Parties also hereto acknowledge that this Agreement shall in all respects be governed and enforced by the federal statutory and regulatory requirements of the Housing and Community Development Act when utilizing CDBG Funds.

- 5.6.2. The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction shall be mediated in accordance with California State Law.
- 5.6.3. Those items that shall be excluded from mediation include a judicial or non-judicial foreclosure, or other action or proceeding to enforce a deed of trust or mortgage, an unlawful detainer action, the filing or enforcement of a mechanics lien and any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.
- 5.6.4. In any actions or proceedings between the Parties arising out of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees.

6. Other Terms.

6.1. Notices. Any notice, tender, delivery, or other communication required pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered, mailed or other telegraphic/virtual communication in the manner provided in this Agreement, to the following persons:

If to Grantor: Feather River Recreation & Park District
1875 Feather River Blvd.
Oroville, CA 95966

With copy to: Michael Donnelly
Coldwell Banker Commercial C & C Properties
1350 E. Lassen Avenue, Suite 1
Chico, CA 95973
530.896.3126 Direct
330.828.0011 Mobile
Mike@cbtnorcal.com

If to Grantee: County of Butte
Department of General Services
2081 2nd Street
Oroville, California 95965 Attention:
Michael Hodson, Director
MHodson@buttecounty.net

With copy to: County of Butte
County Counsel
25 County Center Drive, Suite 210
Oroville, California 95965

- 6.2. Broker Indemnification: The Grantee represents the Grantee only. Grantor acknowledges that the Grantor shall be solely responsible for all commissions due to Grantor's broker and agrees to indemnify and hold the Grantee harmless from any broker claims.
- 6.3. Non-Discrimination. There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, disability, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the Parties, or any person claiming under or through the Parties,

establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants or vendees in the land.

- 6.4. Entire Agreement. This Agreement and attached exhibits shall constitute the entire understanding and agreement of the Parties hereto regarding the purchase and sale of the Property, and upon close of escrow all prior agreements, understandings, representations or negotiations, whether oral or written, are hereby superseded, terminated and canceled in their entirety and are of no further force or effect.
- 6.5. Amendments. This Agreement may not be modified or amended except in writing by the Parties.
- 6.6. Survival.
- 6.6.1. All terms and conditions in this Agreement, which represent continuing obligations and duties of the Parties, that have not been satisfied prior to close of escrow shall survive close of escrow and transfer of title to Grantee and shall continue to be binding on the respective obligated Party in accordance with their terms.
- 6.6.2. All terms and conditions and statements made by the respective Parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the close of escrow, shall be deemed to be material, and, together with all conditions, covenants and indemnities made by the respective Parties contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the close of escrow, or, to the extent the context requires, beyond any termination of this Agreement.
- 6.7. Further Action. Each Party hereto shall, before the close of escrow, duly execute and deliver such papers, documents and instruments and perform all acts reasonably necessary or proper to carry out and effectuate the terms of this Agreement.
- 6.8. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate pages. An original, with all of the Parties signatures appended together, shall be deemed a fully executed Agreement.
- 6.9. Time of Essence. Time is of the essence of this Agreement and each and every provision hereof in which time is an element.
- 6.10. Exhibit. The following EXHIBIT "A" LEGAL DESCRIPTION OF PROPERTY is attached to this Agreement and incorporated by reference herein.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

By their signatures below, each of the following persons represent that they have authority to execute this Agreement and to bind the Parties on whose behalf their execution is made.

GRANTOR
FRRPD



Shannon DeLong
Board Chair

6/30/23
Date

GRANTEE



Scott Kennelly, Director
Department of Behavioral Health

7/6/23
Date

Reviewed for Contract Policy
Compliance




Date

7/6/23
Date

Contracts Procurement Agent, Sr.
Department of General Services

Approved As To Form



Brad J. Stephens
Butte County Counsel

7/7/23
Date



Michael Hodson, Director
Department of General Services

7/12/23
Date

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
Per Grant Deed 2010-0028014

A.P.N.: 035-240-099-000

PARCEL I:

PARCELS 1 AND 2, AS SHOWN ON THAT CERTAIN PARCEL MAP FOR GERALD DEROCO, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JANUARY 3, 1978 IN BOOK 63 OF MAPS AT PAGE 64.

EXCEPTING THEREFROM LL THAT PORTION OF SAID PARCEL 2, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 2; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PARCEL 2 SOUTH 89 DEG. 04' 00" WEST, 520.32 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE NORTHERLY ALONG THE WEST LINE OF SAID PARCEL 2 NORTH 10 DEG. 20' 17" EAST 167.41 FEET; THENCE LEAVING SAID WEST LINE EASTERLY AND PARALLEL WITH THE SAID SOUTH LINE NORTH 89 DEG. 04' 00" EAST 540.89 FEET TO THE EAST LINE OF SAID PARCEL 2; THENCE SOUTHERLY ALONG SAID EAST LINE SOUTH 17 DEG. 03' 00" WEST 172.62 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SAID PARCEL 2, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE MENTIONED PARCEL 2 OF PARCEL MAP FOR GERALD DEROCO, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JANUARY 3, 1978 IN BOOK 63 OF MAPS AT PAGE 64; THENCE SOUTH 17 DEG. 03' 00" WEST 356.86 FEET ALONG THE EAST LINE OF SAID PARCEL 2, MORE OR LESS TO THE NORTHERLY LINE OF THE ABOVE MENTIONED EXCEPTION TO THE ABOVE MENTIONED PARCEL 2; THENCE SOUTH 89 DEG, 04' 00" WEST 127.40 FEET ALONG SAID NORTH LINE; THENCE NORTH 19 DEG. 13' 58" EAST 377.92 FEET, MORE OR LESS TO A 3/4" IRON PIPE ON THE NORTH LINE OF ABOVE MENTIONED PARCEL 2 AS SHOWN UPON SAID MAP OF PARCEL 2; THENCE SOUTH 82 DEG.18' 00" EAST 108.38 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL HEREIN IS PURSUANT TO A LOT LINE ADJUSTMENT APPROVED BY THE CITY OF OROVILLE, SHOWN AS PARCEL A, IN CERTIFICATE OF COMPLIANCE RECORDED AUGUST 31, 2004, UNDER BUTTE COUNTY RECORDER'S SERIAL NO. 2004-53274.

PARCEL II:

A 10 FOOT WATERLINE EASEMENT OVER THAT PORTION DESCRIBED AS PARCEL B IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED AUGUST 31, 2004, SERIAL NO. 2004-53274.