



FEATHER RIVER RECREATION & PARK DISTRICT
Regular Board Meeting
March 22, 2022

ACTIVITY CENTER
1875 Feather River Blvd.
Oroville, CA 95965

AGENDA **Closed Session 5:30 PM/Open Session Immediately Following**

This meeting will be available in-person at the Activity Center, with a call-in option.

Dial: (530) 212-8376; Conference Code: 603692

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
2. Public Employee Employment – Title: Rec Coordinator, Pursuant to Government Code section 54957

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.*

ACKNOWLEDGMENTS

Thank you, agency partners, for your help during the Riverbend Park Cleanup on February 26th. Over 50 participants filled four 40-yard dumpsters.

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. February 22, 2022 Regular Board Meeting Minutes** (Appendix A)
- 2. February 2022 Financials** (Appendix B)
- 3. Program Rate Increase** (Appendix C)

Consent Agenda Motion:

Vote:

ACTION ITEMS

- 1. Resolution 1984-22: A Resolution of the Board of Directors of the Feather River Recreation and Park District Directing Preparation of the Engineer's Report for Fiscal Year 2022-23 for the Continuation of the Park Maintenance and Recreation Improvement District of the Feather River Recreation and Park District**
Staff report provided by Shawn Rohrbacker (Appendix D)

Motion:

Vote:

- 2. Copier Lease Agreement - Caltronics Business Systems (Appendix E)**

Staff report provided by Deb Peltzer.

Motion:

Vote:

- 3. Bedrock Skate and Bike Park – Conceptual Design Services (Appendix F)**

Staff report provided by Shawn Rohrbacker.

Motion:

Vote:

- 4. Joint Use Agreement: Oroville Union High School District (Appendix G)**

The existing agreement with the Oroville Union High School District (OUHSD) for joint use of facilities has expired. Staff recommends renewing the agreement for another 5-year term. There are no financial terms to the agreement and joint use of facilities has been a great benefit for both districts.

Motion:

Vote:

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

UNFINISHED BUSINESS

BOARD ITEMS FOR UPCOMING AGENDA(S)

1. April: Special Meeting Budget workshop
2. April: BAD Committee Meeting
3. May: Regular Board meeting Adopt preliminary budget, Adopt BAD assessment rate
4. June: Regular Board meeting Budget Public Hearing, Adopt Appropriation Limits
5. July: Regular Board meeting: Adopt final budget

ADJOURNMENT

2. Program/Reservation Fee Change

Director Fowler made the motion to approve the program/reservation fee changes as presented. Director Brandt seconded the motion.

***The motion to approve the program/reservation fee changes passed with a unanimous vote.**

NON-ACTION ITEMS**1. Fiscal Year 2022-2023 Capital Improvement Projects Workshop**

General Manager Shawn Rohrbacker presented a list of proposed Capital Improvements to be included in the 2022-2023 Fiscal Year budget. Directors provided direction.

DIRECTOR & COMMITTEE REPORTS, MANAGER & STAFF REPORTS WERE REVIEWED.**BOARD ITEMS FOR UPCOMING AGENDA(S)**

1. March: Regular Board meeting Adopt continuation of BAD tax
2. April: Special Meeting Budget workshop
3. April: BAD Committee Meeting
4. May: Regular Board meeting Adopt preliminary budget, Adopt BAD assessment rate
5. June: Regular Board meeting Budget Public Hearing, Adopt Appropriation Limits
6. July: Regular Board meeting: Adopt final budget

CHAIRPERSON ROCCHI ADJOURNED THE MEETING AT 7:28 PM.

Feather River Recreation & Park District
Balance Sheet Prev Year Comparison
As of February 28, 2022

County fund accounts are not reconciled,
Jan22 reports delayed due to county software
changed

	Feb 28, 22	Feb 28, 21	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
1010 · Treasury Cash				
1010.1 · Treasury Cash - General	1,035,945	564,133	471,812	84%
1010.2 · Treasury Cash - Reserve	347,494	302,494	45,000	15%
1010.3 · Treasury Admin Ins Proceeds	16,525	216,525	-200,000	-92%
1010.4 · Treasury Ins Proceeds Playtown	68,968	-1,913	70,881	3,705%
1010.5 · Treasury Nelson Pool Funds	391,661	0	391,661	100%
Total 1010 · Treasury Cash	1,860,593	1,081,239	779,354	72%
1020 · Imprest Cash	1,000	519	481	93%
1030 · BofW - Merchant Acct.	119,210	64,564	54,646	85%
1031 · BofW Project INS PROCEEDS	304,152	54,009	250,143	463%
1040 · Fund 2610 - BAD	205,361	196,194	9,167	5%
1050 · Impact Fees				
1051 · Impact - Parklands	517,423	514,646	2,777	1%
1052 · Impact - Public Use	90,912	38,289	52,623	137%
1053 · Impact - Aquatics	58,706	71,528	-12,822	-18%
Total 1050 · Impact Fees	667,041	624,463	42,578	7%
Total Checking/Savings	3,157,357	2,020,988	1,136,369	56%
Accounts Receivable	-30,358	84,256	-114,614	-136%
Other Current Assets				
1302 · FEMA Riverbend Claim A/R	2,839	2,839	0	0%
1310 · Miscellaneous Receivables	0	0	0	0%
1316 · Prepaid Expenses/Debt Interest	7,042	7,743	-701	-9%
1320 · Umpqua Bank Project Fund	188,856	188,856	0	0%
Total Other Current Assets	198,737	199,438	-701	-0%
Total Current Assets	3,325,736	2,304,682	1,021,054	44%
Fixed Assets				
1410 · Land	627,494	627,494	0	0%
1420 · Buildings & Improvements	15,903,777	15,029,020	874,757	6%
1430 · Equipment & Vehicles	1,828,859	1,150,139	678,720	59%
1440 · Construction in Progress				
1443 · CIP Riverbend Restoration RB99	0	1,406,745	-1,406,745	-100%
1448 · CIP Nelson SBF NE99	864,351	207,331	657,020	317%
1450 · CIP Feather River Trail FRT99	23,360	5,765	17,595	305%
1451 · CIP Playtown Bathroom Fire	525,622	321,424	204,198	64%
Total 1440 · Construction in Progress	1,413,333	1,941,265	-527,932	-27%
1499 · Accumulated Depreciation	-6,165,308	-5,433,828	-731,480	-13%
Total Fixed Assets	13,608,155	13,314,090	294,065	2%
Other Assets	207,521	239,004	-31,483	-13%
TOTAL ASSETS	17,141,412	15,857,776	1,283,636	8%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable	45,147	147,412	-102,265	-69%
Credit Cards				
2300 · Credit Cards Payable	931	866	65	8%
2350 · Supplier Accounts	3,949	160	3,789	2,368%
Total Credit Cards	4,880	1,026	3,854	376%
Other Current Liabilities				
2100 · Payroll Liabilities	97,132	58,993	38,139	65%
2210 · Accrued Debt Interest	0	0	0	0%
2400 · Deposits/Refunds to Customers	0	3,719	-3,719	-100%
2405 · Deferred Revenue	12,023	0	12,023	100%
Total Other Current Liabilities	109,155	62,712	46,443	74%
Total Current Liabilities	159,182	211,150	-51,968	-25%

Feather River Recreation & Park District
Balance Sheet Prev Year Comparison
As of February 28, 2022

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	Feb 28, 22	Feb 28, 21	\$ Change	% Change
Long Term Liabilities				
2954 - Ford Motor Vehicle Loan	23,387	35,040	-11,653	-33%
2955 - Umpqua Bank Tax Exempt Bond A	2,446,113	2,669,389	-223,276	-8%
2960 - Umpqua Bank Taxable Bond B	66,000	95,000	-29,000	-31%
2975 - GASB 68 CalPERS Liab Valuation	1,144,957	1,074,605	70,352	7%
Total Long Term Liabilities	3,680,457	3,874,034	-193,577	-5%
Total Liabilities	3,839,639	4,085,184	-245,545	-6%
Equity	13,301,772	11,772,592	1,529,180	13%
TOTAL LIABILITIES & EQUITY	17,141,411	15,857,776	1,283,635	8%

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

January and February not closed or reconciled
Waiting on county reports, delayed due to
county new software

	Feb 22	Budget	\$ Over Budget	Staff Comments	Jul '21 - Feb 22	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Ordinary Income/Expense									
Income									
4100 · Tax Revenue				waiting on county Jan22 reports, possible addtl tax revenue, approx \$15k addtl. Adjust was made for \$29k, plus another \$20k marked backfill tax "North Complex Fire Disaster Relief"	1,126,798	1,000,000	126,798	113%	1,900,000
4150 · Tax Revenue (BAD)					169,735	200,000	(30,265)	85%	308,000
4300 · Program Income	50,610	71,465	(20,855)	Classes \$4k, Preschool \$12.5k, Gym \$22k, Softball \$5k, Youth Sports \$1.5k, Rentals \$5k	389,162	597,717	(208,555)	65%	893,575
4400 · Donation & Fundraising Income					11,058	2,500	8,558	442%	2,500
4600 · Other Income					1,621	500	1,121	324%	1,000
4900 · Interest Income					5,548	10,000	(4,452)	55%	19,000
4905 · Interest Income - BAD					200	1,250	(1,050)	16%	2,500
Total Income	50,610	71,465	(20,855)		1,704,122	1,811,967	(107,845)	94%	3,126,575
Gross Profit	50,610	71,465	(20,855)		1,704,122	1,811,967	(107,845)	94%	3,126,575
Expense									
5000 · Payroll Expenses	111,405	139,225	(27,820)		942,046	1,133,223	(191,177)	83%	1,690,123
5031 · GASB 68 Benefit Expense					67,639	70,450	(2,811)	96%	70,450
5100 · Advertising & Promotion		917	(917)		1,230	7,332	(6,102)	17%	11,000
5120 · Bank Fees	250	584	(334)		1,928	4,664	(2,736)	41%	7,000
5130 · Charitable Contributions						1,250	(1,250)		2,500
5140 · Copying & Printing	787	844	(57)		6,093	6,749	(656)	90%	10,125
5155 · Employment New Hire Screen		150	(150)		233	1,400	(1,167)	17%	2,000
5160 · Dues, Mbrshps & Subscriptions					9,218	10,500	(1,282)	88%	10,500
5170 · Education & Development		1,000	(1,000)		671	6,000	(5,329)	11%	8,500
5175 · Equipment Rental	317	875	(558)		1,202	7,000	(5,798)	17%	10,500
5180 · Equipment, Tools & Furn (<\$5k)	3,388	4,410	(1,022)	\$2.6k Auger	33,833	40,445	(6,612)	84%	54,977
5200 · Insurance					160,503	185,000	(24,497)	87%	185,000
5210 · Interest Expense - Operating	110	125	(15)		1,159	1,000	159	116%	1,500
5225 · Postage & Delivery	104	120	(16)		312	840	(528)	37%	1,500
5230 · Professional & Outside Svcs	11,431	22,750	(11,319)		122,185	168,800	(46,615)	72%	230,000
5260 · Repairs & Maintenance									
5261 · Building R&M	1,232	2,000	(768)	\$700 sealer all public restroom floors, \$450 Yuba Museum roof repair	13,335	17,000	(3,665)	78%	25,000
5262 · Equip Repairs & Small Tools	2,603	1,500	1,103	\$900 backhoe repair	11,208	12,000	(792)	93%	18,000
5263 · General R&M		1,250	(1,250)			10,000	(10,000)		15,000
5264 · Grounds R&M	4,016	3,300	716	\$2.2k Sherriff Crew Aug/Oct invoices submitted in Feb22	26,104	37,700	(11,596)	69%	60,000
5265 · Janitorial Supplies	590	2,175	(1,585)		12,094	17,300	(5,206)	70%	26,000

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

January and February not closed or reconciled
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 county new software

	Feb 22	Budget	\$ Over Budget	Staff Comments	Jul '21 - Feb 22	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
5266 · Vandalism Repair	3,707	400	3,307	\$1.2k locks replaced all sites, \$1.5k replace MLK bathroom door	22,807	3,400	19,407	671%	5,000
5267 · Vehicle R&M	264	825	(561)		4,544	6,700	(2,156)	68%	10,000
5268 · Aquatics Pool R&M	(173)	1,000	(1,173)		12,702	20,000	(7,298)	64%	40,000
5269 · Outside Contractor/Services R&M	1,200	1,250	(50)	\$1k Tree work Fbtown	15,393	10,000	5,393	154%	15,000
Total 5260 · Repairs & Maintenance	13,439	13,700	(261)		118,187	134,100	(15,913)	88%	214,000
5270 · Security	110	1,650	(1,540)		6,572	13,400	(6,828)	49%	20,000
5280 · Supplies - Consumable	1,128	6,650	(5,522)		19,854	52,923	(33,069)	38%	82,523
5290 · Taxes, Lic., Notices & Permits	48	430	(382)		6,145	3,443	2,702	178%	5,163
5300 · Telephone/Internet	1,239	1,175	64		9,971	9,410	561	106%	14,110
5310 · Fuel, Travel and Meals	2,195	3,075	(880)		20,257	22,200	(1,943)	91%	32,900
5320 · Utilities	19,481	20,555	(1,074)		209,103	194,470	14,633	108%	309,350
7000 · Debt Interest	7,042	7,042	0		57,935	57,935	0	100%	85,570
Total Expense	172,474	225,277	(52,803)		1,796,276	2,132,534	(336,258)	84%	3,059,291
Net Ordinary Income	(121,864)	(153,812)	31,948		(92,154)	(320,567)	228,413	29%	67,284
Other Income/Expense									
Other Income									
4200 · Impact Fee Income	4,424				147,696				
4500 · Grant/Reimbursed Expense Income	1,533			Jan22 Food Program BCOE reimbursement	439,676				
4650 · Insurance Proceeds					365,675				
4910 · Interest Income - Impact Fees					3,948				
9900 · Gain/(Loss) on Asset disposal					5,600				
Total Other Income	5,957				962,595				
Other Expense									
5102 · Insurance Claim Expense					12,737				
Total Other Expense					12,737				
Net Other Income	5,957				949,858				

Feather River Recreation & Park District
 Detail Fixed Asset & Bonds
 As of February 28, 2022

Playtown Bathroom project moved back as 'in progress', not completed fixed asset (as originally noted on Nov21 financial statements)

	Date	Source Name	Memo	Amount	Balance
1010 - Treasury Cash					540,180
1010.3 - Treasury Admin Ins Proceeds					16,525
Total 1010.3 - Treasury Admin Ins Proceeds					16,525
1010.4 - Treasury Ins Proceeds Playtown					68,968
Total 1010.4 - Treasury Ins Proceeds Playtown					68,968
			Nov21 it was reported to finance dept Playtown bathroom project was closed, project was moved out of 'in progress' to a completed Fixed Asset project \$526k, and cash insurance balance transfer to General Fund. In Feb22 GM stated there are outstanding invoices. The project was reopened (back into 'in progress' status and funds transfer back to this account to pay outstanding construction invoices. Fixed Asset will close when all invoices are submitted/paid. Estimated outstanding construction invoices \$200k.		
1010.5 - Treasury Nelson Pool Funds					454,686
Total 1010.5 - Treasury Nelson Pool Funds	02/24/2022	WILLYGOAT, LLC.	WATER SLIDE +INSTALL NELSON POOL	-63,025	391,661
				-63,025	391,661
1031 - BofW Project INS PROCEEDS					304,152
Total 1031 - BofW Project INS PROCEEDS					304,152
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					15,903,777
Total 1420 - Buildings & Improvements					15,903,777
1430 - Equipment & Vehicles					1,828,859
Total 1430 - Equipment & Vehicles					1,828,859
1440 - Construction in Progress					1,350,257
1448 - CIP Nelson SBF NE99	02/11/2022	WILLYGOAT, LLC.	STANDARD INSTALLATION LAKE TAHOE WATER SLIDE NELSON	22,050	801,326
	02/11/2022	WILLYGOAT, LLC.	LAKE TAHOE WATER SLIDE NESLON SBF PROJECT	40,975	823,376
Total 1448 - CIP Nelson SBF NE99				63,025	864,351
1450 - CIP Feather River Trail FRT99					23,310
Total 1450 - CIP Feather River Trail FRT99	02/17/2022	CARTER LAW OFFICE	LEGAL EASEMENT FRT	50	23,360
				50	23,360
1451 - CIP Playtown Bathroom Fire					525,622
Total 1451 - CIP Playtown Bathroom Fire					525,622
			Project was reported closed Nov21, and noted on financials statements at Dec21 meetings as project completed \$526k. In Feb22 GM report having addtl invoices to submit, the project is not paid in full and will remian open in progress project until project is paid in full. Cancelled Fixed Asset and cash xfer of insurance proceeds to Gen Fund on Feb22 statements		
Total 1440 - Construction in Progress				63,075	1,413,333
2955 - Umpqua Bank Tax Exempt Bond A					-2,502,380
Total 2955 - Umpqua Bank Tax Exempt Bond A	02/01/2022	BANK OF NEW YORK MELLON	2015A PRINCIPAL PAYMENT	56,267	-2,446,113
2960 - Umpqua Bank Taxable Bond B					-73,000
Total 2960 - Umpqua Bank Taxable Bond B	02/01/2022	BANK OF NEW YORK MELLON	2015B PRINCIPAL PAYMENT	7,000	-66,000
				7,000	-66,000
4500 - Grant/Reimbursed Expense Income					-438,143
Total 4500 - Grant/Reimbursed Expense Income	02/01/2022		PRESCHOOL BCOE FOOD PROGRM REIMBR JAN22	-1,533	-439,676
				-1,533	-439,676

Feather River Recreation & Park District
Check Register
 February 2022

7:43 PM
 03/03/2022
 Accrual Basis

Date	Num	Name	Memo	Credit
02/10/2022	90712	BLUE SHIELD OF CALIFORNIA	4004625 FEB22 PREMIUMS	10,049.18
02/10/2022	90713	HUMANA INSURANCE CO.	657103-001 feb22 premiums	89.60
02/10/2022	90714	BRANDT, CLARENCE SONNY	BOD STIPEND	200.00
02/10/2022	90715	DELONG, SHANNON	BOD STIPEND	100.00
02/10/2022	90716	FOWLER, SCOTT KENT	BOD STIPEND	100.00
02/10/2022	90717	ROCCHI, STEVE	BOD STIPEND	200.00
02/10/2022	90718	THOMAS, DEVIN	BOD STIPEND	100.00
02/10/2022	90719	ALL THINGS CLEANING	PARKS RESTROOMS JANITORIAL	6,440.00
02/10/2022	90720	Anton, Victoria	EXPENSE REIMBR	32.48
02/10/2022	90721	ASCAP	CONCERT COPYRIGHT	23.00
02/10/2022	90722	BANK OF NEW YORK MELLON	9423801 LOAN PYMNT	84,392.72
02/10/2022	90723	BANKCARD CENTER	STATEMENT 4607	338.60
02/10/2022	90724	BETTER DEAL EXCHANGE	Acct#701960	348.13
02/10/2022	90725	Butte County Sheriff's Office	SHERIFF WORK CREW	2,720.00
02/10/2022	90726	CALF. WATER SERVICE	Acct 520857777 5/7/21-6/7/21	5,729.23
02/10/2022	90727	COMCAST	Acct# 8155 60 019 0233893	192.66
02/10/2022	90728	DAWSON OIL COMPANY	62765 FUEL	2,620.21
02/10/2022	90729	DEL-MAR RENTAL & LANDSCAPE SUPPLY	TREE PLANTING EVENT	1,051.01
02/10/2022	90730	DEWEY PEST CONTROL	1521809 SQUIRREL ABATEMENT	450.00
02/10/2022	90731	Golden Bear Alarms	QTRLY ALARM FBT	109.50
02/10/2022	90732	HOBBS PEST SOLUTIONS, INC.	PEST CONTROL	200.00
02/10/2022	90733	HOLLY B. PLADSON CPA	CPA 2022 AUDIT	25,400.00
02/10/2022	90734	Jimmy's Custom Trophies of Northern CA	SPORTS SUPPLIES	205.68
02/10/2022	90735	LIMEY TEES	SOFTBALL CHAMP SHIRTS	367.87
02/10/2022	90736	MELTON DESIGN GROUP	DESIGN GYM RIVERBEND	4,644.80
02/10/2022	90737	North Valley Wood Aggregate Recycling	FIELD DIRT	1,210.34
02/10/2022	90738	NORTH YUBA WATER DISTRICT	2695 FBT WATER	29.50
02/10/2022	90739	Oroville Cable & Equipment	CABLE CLIPS AND TPAE	18.47
02/10/2022	90740	OROVILLE POWER EQUIPMENT	EQUIPMENT REPAIR	172.20
02/10/2022	90741	P.G. & E.	7241369682-3 12/22/21-1/22/22	8,149.82
02/10/2022	90742	RECOLOGY BUTTE COLUSA COUNTIES	TRASH	1,816.29
02/10/2022	90743	ROTO-ROOTER	PLUMBING	135.00
02/10/2022	90744	SCI Consulting Group	FINAL BAD ASSESSMENT ADMIN	7,383.00
02/10/2022	90745	SHARP'S LOCKSMITHING	LOCKS/KEYS	505.51
02/10/2022	90746	SOUTH FEATHER WATER & POWER	WATER PALERMO	52.22
02/10/2022	90747	Tractor Supply Co.	TRACTOR SUPPLY STATEMENT	474.07
02/10/2022	90748-777	PAYROLL	PAYROLL ITEMS	29,763.74
02/24/2022	90778	PREMIER ACCESS	FEB22 PREMIUMS 1000548827	1,043.81
02/24/2022	90779	AFLAC	JRF86 JAN22 PREMIUMS	1,989.20
02/24/2022	90780	BLUE SHIELD OF CALIFORNIA	4004625 MAR22 PREMIUMS	10,049.18
02/24/2022	90781	HUMANA INSURANCE CO.	657103-001	89.60
02/24/2022	90782	AT&T - CALNET	PHONE LINES	88.89
02/24/2022	90783	Brower's Tow Service	BLACK VAN TOW	75.00
02/24/2022	90784	CARTER LAW OFFICE	LEGAL	1,463.60
02/24/2022	90785	CITI CARDS	COSTCO STATEMENT 9398	253.99
02/24/2022	90786	EAGLE SECURITY SYSTEMS INC.	Acct# 7203237 - Qtrly Monitoring	343.68
02/24/2022	90787	FASTENAL	SUPPLIES MAINTENANCE	176.88
02/24/2022	90788	FORD MOTOR CREDIT COMPANY LLC	LEASE 9423800 F250 2019	758.39
02/24/2022	90789	HOME DEPOT	HOME DEPOT STATEMENT	3,900.61
02/24/2022	90790	Industrial Power Products	CHAINSAW FILE	13.63
02/24/2022	90791	JC NELSON SUPPLY	JANITORIAL SUPPLIES	589.96
02/24/2022	90792	MAZES CONSULTING	IT SUPPORT/SUBSCRIPTIONS	1,858.17
02/24/2022	90793	OROVILLE POWER EQUIPMENT	TOOL REPAIR	47.74
02/24/2022	90794	Ray's General Hardware	MISC SUPPLIES MAINT	192.51
02/24/2022	90795	Sunrise Environmental Scientific	GRAFFITI REMOVER	277.08
02/24/2022	90796	TWSD	4-112.01 WATER NELSON	302.36
02/24/2022	90797	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE/USAGE	705.92
02/24/2022	90798	WAL-MART CAPITAL ONE	STATEMENT 638691	20.09
02/24/2022	90800	BURLESON, HARRY	INSTRUCTOR FITNESS	227.50
02/24/2022	90801-847	PAYROLL	PAYROLL ITEMS	32,488.01
TOTAL			total	<u>252,770.63</u>



STAFF REPORT

DATE: MARCH 17, 2022

TO: FINANCE COMMITTEE MARCH 17, 2022

TO: BOARD OF DIRECTORS MARCH 22, 2022

FROM: DEBORAH PELTZER, BUSINESS MANAGER

RE: 2ND AND FINAL REQUEST TO INCREASE PROGRAM RATES FOR GYMNASTICS DEPARTMENT

SUMMARY

At the February Board meeting, the Board voted to increase program rates, all programs were presented and approved by the Board for increase, except the Gymnastics Department. At this time, staff is presenting the rate increase proposal for the Gymnastics Department and the rate change will be effective 7/1/2022.

FRRPD staff has reviewed current recreation program fees and reservation rates and the current cost to run said programs. At this time, staff is requesting an increase to recreational program and facility reservation rates. The suggested pricing is based on the cost to run the programs is based on providing the community with both quality and cost-effective services.

BACKGROUND

Per Board Policies and Procedures, staff recommends and establishes fees for programs and presents to the Board of Directors for approval. Due to the timing of some programming and reservation seasons, staff is requesting Board approval to increase rates prior to the 2022-2023 budget cycle. Due to multiple seasons, programming dates and timing, the rate increase effective dates varies by type of service and season.

Gymnastics Department rate increase effective July 1, 2022.

BUDGETARY IMPACT

Revenue to cover cost of programming.

RECOMMENDATION

Staff and Finance Committee recommends Board approval of attached fee increases.

ALTERNATIVE ACTIONS

Deny rate increase, keep rates as is or recommend other rates to be applied.

ATTACHMENTS

List of gymnastic programs with current rates, increase recommendation and effective date.

FEATHER RIVER RECREATION & PARK DISTRICT FEE STRUCTURE

		2020-2021			2022-23		
Effective rate change 7/1/2022							
2022-2023 f/year proposed rate increase: Gymnastics							
Gymnastics: effective rate increase date 7/1/2022							
GYMNASTICS:		current approved rates	% increase	monthly (or as applies per description)		8 week session fee	
Open Gym drop in	\$	10	0%	\$	10		
Open Gym punch card 10 visits	\$	90			n/a		
Open Gym punch card 5 visits				\$	45		
Parent Tot drop in	\$	8			n/a		
Parent Tot punch card (10 visits)	\$	70			n/a		
Preschool OG drop in		n/a		\$	10		
Preschool OG punch card 5 visits		n/a		\$	45		
Pre Kinder 1x week	\$	45	11%	\$	50	\$100	
Pre Kinder 2x week	\$	80	13%	\$	90	\$180	
Kindergym 1x week	\$	55	9%	\$	60	\$120	
Kindergym 2 x week	\$	90	20%	\$	108	\$216	
Rec 1 1 x week	\$	60	0%	\$	60	\$120	
Rec 1 2 x week	\$	100	8%	\$	108	\$216	
Rec 2 1x week	\$	70	29%	\$	90	\$180	
Rec 2 2x week	\$	120	35%	\$	162	\$324	
Rec 3 1x week	\$	80	50%	\$	120	\$240	
Rec 3 2x week	\$	150	44%	\$	216	\$432	
Tater Tops	\$	125	4%	\$	130		
Team 2 days (a)	\$	165	3%	\$	170		
Team 2 or 3 Days	\$	180	3%	\$	185		
Team 3 days	\$	220	2%	\$	225		
Team 4 days	\$	285	2%	\$	290		
Team 5 days	\$	335	1%	\$	340		
Birthday Parties - GYM 2 hours	\$	225		\$250 up to 15 max			
				22% \$300 16-25 max			
Big Gym Rental per hour	\$	175		\$	225		
minimum 2 hour rental applies			29%				
School Fieldtrips per hour	\$	75	67%	\$	125		



STAFF REPORT

DATE: MARCH 22, 2022

TO: BOARD OF DIRECTORS

FROM: SHAWN ROHRBACKER, GENERAL MANAGER

RE: RESOLUTION DIRECTING PREPARATION OF THE ENGINEER'S REPORT FOR THE CONTINUATION OF THE ANNUAL ASSESSMENT FOR THE PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT

RECOMMENDATION

The Landscaping and Lighting Act of 1972 requires that an annual Engineer's Report is prepared by a licensed professional engineer and establishes other requirements for the continuation of the assessments. This Resolution directs SCI Consulting Group to prepare the Engineer's Report for the Park Maintenance and Recreation Improvement District for fiscal year 2022-23 as the first step in a three-step process in continuing the annual assessments for fiscal year 2022-23.

RESULT OF RECOMMENDED ACTION

Each year, an updated Engineer's Report, including update budgets, scope of services, current legal justifications, and rate adjustments should be prepared by a California registered civil engineer. SCI Consulting Group will provide professional assessment engineering and assessment administration services to justify the continued collection of the Park Maintenance and Recreation Improvement District for fiscal year 2022-23. The services provided by SCI will include the preparation of the Engineer's Report and preliminary assessment roll with the specific assessment amount for each parcel. The Engineer's Report will be presented to the Board for preliminary approval in May of this year.

The services provided by SCI Consulting Group includes the tasks required for the year-round administration of the District's assessments, including comprehensive property base auditing and levy accuracy confirmation, on a parcel by parcel basis, to ensure that the District receives the most accurate assessment revenues and directly responding to property owner inquiries on toll free taxpayer assistance line. SCI's services will also include evaluation of the most current legal requirements and developments for benefit assessments, including any court decisions for benefit assessments or Proposition 218, and updates to the assessment justification and engineering findings, if appropriate. SCI was the engineer of record during the formation and balloting process for the District's assessments in 2002. As the Engineer of Record for the creation of the assessments, SCI is most qualified to make the annual assessment engineering findings to support the continued collection of the assessments.

BACKGROUND

In 2002, after gaining property owner ballot support, the benefit assessments were first established to provide funding for the installation, maintenance and servicing of landscaping, park and recreation facilities in the Feather River Recreation and Park District's Park Maintenance and Recreation Improvement District.



- Balloting Conducted: May-July 2002
- Ballot Results: 50.4 % of the weighted returned ballots were in support of the proposed assessment
- Board Approval of 1st Year Assessment Levies: July 17, 2002
- Fiscal Year 2002-03 Approved Rate: \$10.00 per single family equivalent benefit unit (SFE) for Zone of Benefit A, and \$5.00 per single family equivalent benefit unit (SFE) for Zone of Benefit B
- Annual CPI: In each subsequent year, the maximum assessment rate increases by the annual change in the Consumer Price Index, not to exceed 3% per year.
- Fiscal Year 2021-22 Approved Rate: \$15.88 per single family equivalent benefit unit (SFE) for Zone of Benefit A, and \$7.90 per single family equivalent benefit unit (SFE) for Zone of Benefit B.

ANALYSIS

The assessments can continue to be levied annually and can be increased by the change in the San Francisco Bay Area Consumer Price Index, not to exceed 3% per year.

In order to continue to levy the assessments, the Board will need to adopt the resolution to direct SCI Consulting Group, the assessment engineer, to prepare an Engineer's Report for fiscal year 2022-23. This Engineer's Report will include the proposed budget for the assessments for fiscal year 2022-23, the special and general benefit findings to support the assessments, the updated proposed assessments for each parcel in the District, and the proposed assessments per single family equivalent benefit unit for fiscal year 2022-23. After the Engineer's Report and assessment roll is completed, they will be brought back to the Board for your review and consideration. If the Board preliminarily approves the Reports, a noticed public hearing will be subsequently held to allow the public to provide input on the proposed budgets, services and continued assessments, and to allow the Board to make a final decision on the continuation of these important assessments. The preliminary Engineer's Report is scheduled to be presented to the Board on May 24, 2022.

CONCLUSION

It is recommended that the Board approve the Resolution that would direct SCI Consulting Group to prepare the Engineer's Report for the Park Maintenance and Recreation Improvement District for fiscal year 2022-23

**FEATHER RIVER RECREATION AND PARK DISTRICT
PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT**

Proposed Assessment Administration Timeline
Fiscal Year 2022-23

January '22						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February '22						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March '22						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April '22						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May '22						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June '22						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July '22						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August '22						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

<u>TENTATIVE DATE</u>	<u>TASKS TO BE COMPLETED (DETAILED LIST)</u>	<u>RESPONSIBLE</u>
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Feb 22	Provide items to place on February Board Meeting Agenda: 1. Staff Report 2. Resolution	SCI/District
March 22	Passage of <u>Resolution</u> directing the preparation of the Engineer's Report.	Board Meeting
March 25	Provide District preliminary benefit assessment totals for budget preparation.	SCI
May 6	District provides SCI 2022-23 Budget & CIP for Engineer's Report	District
May 17	Provide items to place on May Board Meeting Agenda: 1. Preliminary Engineer's Reports (if revisions are needed) 2. Resolution 3. Staff Report	SCI/District
May 24	Passage of <u>Resolution</u> preliminarily accepting Engineer's Reports and scheduling the Public Hearing. (Sets maximum rate for FY 2022-23); and County required Certification.	Board Meeting
May 27	Schedule Notice of Public Hearing (Must occur at least 10 calendar days before Public Hearing)	SCI
June 17	Provide items for June Board Meeting Agenda: 1. Final Engineer's Reports 2. Resolution 3. Staff Report	SCI/District

SCI can meet this timeline; however, the District can also modify it as needed.
It is understood that all regular meetings of the District Board are on the fourth Tuesday of each month.

June 28	<u>Public Hearing</u> and approval of <u>Resolution Approving Engineer's Reports</u> and levying annual assessments. (Resolution levying annual assessment must be approved prior to submitting the assessment roll to the County Auditor)	Board Meeting
August 1	Update assessment rolls with final lien roll assessor data Submit final assessment rolls to County Auditor	SCI
October	Confirmation of final levies with County Auditor	SCI
Oct-June 2023	Answer property owner inquiries, administration of levies and associated tasks	SCI

SCI can meet this timeline; however, the District can also modify it as needed.

It is understood that all regular meetings of the District Board are on the fourth Tuesday of each month.



RESOLUTION NO. 1984-22

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT DIRECTING PREPARATION OF THE ENGINEER'S REPORT FOR FISCAL YEAR 2022-23 FOR THE CONTINUATION OF THE PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT OF THE FEATHER RIVER RECREATION AND PARK DISTRICT

IT IS HEREBY RESOLVED, by the Board of Directors (the "Board") of the Feather River Recreation and Park District (the "District"), County of Butte, State of California, as follows:

1. On July 24th, 2002 by its Resolution No. 820-02, this Board ordered formation of a landscaping and lighting district pursuant to the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof) (the "District").
2. The purpose of the District is for the installation, maintenance and servicing of the improvements described in Section 4 below.
3. The District has been given the distinctive designation of the "Park Maintenance and Recreation Improvement District", and is primarily described as all of the lands within the current boundaries of the Feather River Recreation and Park District.
4. It is proposed that the Park Maintenance and Recreation Improvement District undertake the following improvements: installation, maintenance and servicing of public facilities, including but not limited to, playing fields, playground equipment, hard court surfaces, ground cover, shrubs and trees, street frontages, drainage systems, lighting, fencing, entry monuments, other recreational facilities, graffiti removal and repainting, and labor, materials, supplies, utilities, detention basins and equipment, irrigation and sprinkler systems, landscaping, turf and track facilities, gymnasiums, swimming pools, landscaping, park grounds, park facilities, landscape corridors, open space and trails, as applicable, for property owned, maintained or acquired by the Feather River Recreation and Park District. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of said improvements, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health and beauty of landscaping; and cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of electric current or energy for the operation or lighting of any improvements, and water for irrigation of any landscaping or the maintenance of any other improvements.
5. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIID of the California Constitution. Upon completion, the Engineer shall file the Engineer's Report with the Clerk of the Board for submission to the Board.

PASSED AND ADOPTED, at a regular meeting of the Board of Directors of the Feather River Recreation and Park District on the 22nd day of March 2022 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Attest: _____
Steven Rocchi, Chairperson

Shawn Rohrbacker, General Manager



STAFF REPORT

DATE: MARCH 3, 2022

TO: FINANCE COMMITTEE MARCH 17, 2022

TO: FRRPD BOARD OF DIRECTORS MARCH 22, 2022

FROM: DEBORAH PELTZER BUSINESS MANAGER AND VICTORIA ANTON EXECUTIVE ADMINISTRATOR

RE: 60 MONTH COPIER LEASE AGREEMENT

SUMMARY

The District's current copier lease has expired and is currently operating month-to-month. The agreement began 2016 and was a 5-year contract.

Victoria Anton, Executive Administrator, researched copier models, finding the best model to fit District's needs. Victoria also procured 4 lease agreement quotes. All four lease agreements run for 60 months and includes delivery, setup, maintenance, toner and FRRPD will add amendment stating the vendor will relocate and setup copier when the District changes admin office location.

ATTACHMENTS

3 Quotes:

1. Costal Business: estimated \$450 per month
2. Caltronics Business Systems: estimated \$350 per month
3. Ray Morgan: Current copier \$715 per month
4. Ray Morgan: different machine estimated \$425 per month

Pricing is dependent on usage of copier- therefore the pricing is estimated (all pricing based on 6000 black/white and 1200 color copies per month)

RECOMMENDATION

Approve copier lease agreement with vendor: Caltronics Business Systems.

Feather River Rec and Park MOU Copier lease

March 3, 2022
Contract terms

	60 months	60 months	60 months	month to month
	Coastal Business	Caltronics	Ray Morgan new machine	Ray Morgan Current copier Monthly fee includes service
Base per month including sales tax	\$ 287	\$ 175	\$ 303	\$ 400
Monthly Service (if no base maint fee, it is in the per copy price)	\$ -	\$ -	\$ 53	\$ 220
MONTHLY FEE BASE	\$ 287	\$ 175	\$ 356	\$ 620
Average Per Month Copies: Black/White	6,000	6,000	6,000	1,000
Average Per Month Copies: Color	1,200	1,200	1,200	700
Rate per black/white copy (current Ray Morgan set up different)	0.009	0.0074	0.006	0.019
Rate per color copy	0.08	0.058	0.045	0.122
Monthly fee per month (based on number copies)	\$ 150	\$ 114	\$ 15	\$ 43
Estimated Monthly Fee includindg service/copies	\$ 437	\$ 289	\$ 365	\$ 707



02/24/2022

Document Equipment and Maintenance Proposal For
Feather River Recreation & Park District

(1) Sharp MX-5071 Full Color MFP



Includes:

*50 Page Per Minute BW/Color Output
100 Originals Per Minute Scanning Speed
150-Sheet Single Pass Duplexing Feeder
Blank Page Skip for Mixed Scanning
Scan to Email, Network Folder, USB
3,250 Sheet Paper Capacity (2 Drawers, split LCTs and Bypass Tray)
Pull Out QWERTY Keyboard
Dealer Prep, Delivery, Installation, and Networking*

Pricing:

60 Months @ \$264.93 + tax per month

An all-inclusive maintenance agreement will be billed monthly at rates of \$.009 per monochrome page and \$.08 per color page. Copy rates include all supplies (except paper and staples) parts, and labor. Also includes shipment of existing Canon unit back to leasing agent at no charge to Feather River Recreation & Park District.

Coastal Business Systems is a locally owned office equipment and technology provider and has been in business in Butte County since 1993. Our employees serve the community through organizations such as Rotary, the Oroville Chamber of Commerce, and philanthropic actions with local non-profits.

Office Printing Solution



A FLEX TECHNOLOGY GROUP Company

29 Bellarmine Ct., Chico, CA 95928

Beau Campbell

530.720.4156 (m)

530-203-6017 (o)

campbellb@caltronics.net



Brand new Canon ImageRUNNER Advance DX-C5840i/C5850i

- 40 and 50 pages per minute full color print/copy output
- 200 Sheet Single Pass Document Feeder (Scans 135 ppm /270 ipm)
- (1) 550 Sheet Paper Trays (Holds up to 8 ½ X 11")
- (3) 550-Sheet Adjustable Paper Trays (Hold up to 12 X 18")
- Inner Stapling Finisher
- Fax Kit

Pricing (Municipal State Contract Lease) NASPO ValuePoint 140595

C5850I

60 MONTH LEASE

\$172.96 / MO.

Purchase Price

\$8,249.00

OPTIONAL ALL-INCLUSIVE COST PER COPY MAINTENANCE AGREEMENT

ACTUAL USAGE OPTION: BILLED IN ARREARS MONTHLY, QUARTERLY, OR ANNUALLY

BUNDLED OPTION: ALLOTMENT PRINTS/COPIES BILLED MONTHLY OR QUARTERLY

BOTH OPTIONS BILLED AT **\$0.0074** PER B/W PRINT AND **\$0.058** PER COLOR PRINT.

INCLUDES ONSITE AND REMOTE SUPPORT, PARTS, SUPPLIES, LABOR, CONSUMABLES, AND TONER (NO PAPER)

GURANTEED SAME-DAY SERVICE. PARTS/SUPPLIES STOCKED LOCALLY AT OUR WAREHOUSE IN CHICO

CALTRONICS WILL PICK UP CURRENT EQUIPMENT AND FACILITATE DONATION, DISPOSE OF, OR REPURPOSE AT NO COST TO FEATHER RIVER RECREATION & PARK DISTRICT

INSTALL AND MAINTENANCE INCLUDES ALL DELIVERY, SETUP, CERTIFIED TRAINING, ONGOING SUPPORT, UNLIMITED OEM TONER, OEM PARTS, LABOR AND CLEANING.

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS!

Ray Morgan Company

OPTION 1 – New Canon 5850i

Current Technology Financial Profile (Tax Not Included):

Here is the breakdown of your expenses today:

Monthly Equipment Lease Payment: \$369.87

Monthly Service Expense: \$218.63

True Monthly Costs: \$588.50

Proposed RMC Solution Overview (Tax Not Included):

Here is the breakdown of your expenses in the future state: (Machine information on next page)

Equipment Monthly Investment Total: \$332.48

(Lease \$279.48 + \$52.50 Maintenance and Supplies listed below)

QTY	MODEL	DESCRIPTION
1	imageRUNNER ADVANCE DX C5850i	imageRUNNER ADVANCE DX C5850i W/Inner Finisher, Cassette Feeder, Fax Board

Lease Options

PAYMENT	TERM
\$332.48	63

Maintenance and Supplies

The option also includes:

- All parts, labor, toner and service calls.
- Up to 5,000 mono copies per month with additional mono copies billed monthly at \$0.0060 per copy.
- Up to 500 color copies per month with additional color copies billed monthly at \$0.0450 per copy.
- 4-hour response time in the metro area and next-day service for out-of-town customers.

EXCLUDES: paper, staples, tax & insurance



Ray Morgan Company

OPTION 2 – Refinance Canon C5550i

Current Technology Financial Profile (Tax Not Included):

Here is the breakdown of your expenses today:

Monthly Equipment Lease Payment: \$369.87
 Monthly Service Expense: \$218.63

True Monthly Costs: \$588.50

Proposed RMC Solution Overview (Tax Not Included):

Here is the breakdown of your expenses in the future state: (Machine information on next page)

Equipment Monthly Investment Total: \$297.80

(Lease \$217.80 + \$80.00 Maintenance and Supplies listed below)

QTY	MODEL	DESCRIPTION
1	imageRUNNER ADVANCE DX C5850i	imageRUNNER ADVANCE DX C5550i W/Inner Finisher, Cassette Feeder, Fax Board

Lease Options

PAYMENT	TERM
\$	63

Maintenance and Supplies

The option also includes:

- All parts, labor, toner and service calls.
- Up to 5,000 mono copies per month with additional mono copies billed monthly at \$0.0080 per copy.
- Up to 500 color copies per month with additional color copies billed monthly at \$0.0800 per copy.
- 4-hour response time in the metro area and next-day service for out-of-town customers.

EXCLUDES: paper, staples, tax & insurance





A FLECK TECHNOLOGY GROUP Company

Net New

Current Customer

Order Form

Customer Ship To:

Name Feather River Recreation and Park District
Address 1875 Feather River Blvd
City Oroville
State CA **Zip** 95965

Customer Bill To:

Name Feather River Recreation and Park District
Address 1875 Feather River Blvd.
City Oroville
State CA **Zip** 95965

Contact Information

	Name	Phone	Email Address
Primary	Victoria Anton	(530) 533-2011	victoria@frrpd.com
IT			
Delivery			
Meter	Victoria Anton	(530) 533-2011	victoria@frrpd.com
<input checked="" type="checkbox"/> FM Audit	Please schedule install		

Equipment Ordered

Qty	Make	Model	New	Remfg	Preconfig	Description
1	Canon	C5850i	<input checked="" type="radio"/>		<input type="checkbox"/>	Includes 4 Adjustable Paper Trays, Inner Finisher, and Fax.
			<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/>	

See Schedule A for Additional Equipment

Notes: Includes all delivery, setup, and removal of Canon C5550. Certificate of value will be provided to customer. Customer qualifies for pricing from NASPO 140595.

Sales Rep: Beau Campbell **Phone:** (530) 720-4156 **Email:** campbellb@caltronics.net

Delivery Details

Date Required:

Delivery Location: Stairs Elevator **Requires Certificate of Insurance for Delivery/Training Service:** Yes No

Equipment Pick Up: Trade In Storage Disposal Other

<input type="checkbox"/> Lease Return	Lease Company	Lease #
Make Canon	Model C5550	Serial # <input type="checkbox"/> See Schedule B for Additional Equipment

Payment Terms

Purchase

Price Sales Tax Total Due \$ 0.00 PO # COD Credit Card Term Other

Lease

Payment Amount \$ 172.96 (plus tax) Freq: Mthly Qtrly Other Term: 60 Buy Out: FMV \$1

Email Invoice victoria@frrpd.com

Authorization To Release Credit: The undersigned authorizes and instructs any person, consumer reporting agency or banking institution to compile and furnish the above named business, credit grantor and/or supplier and/or their respective designee with any information it may have in response to an inquiry from the above name business, credit grantor and/or supplier and/or their respective designees. The undersigned further states that all of the above statements are true and complete and are made to the above name business, credit grantor and/or supplier and/or their respective designees to obtain a contract. All information is confidential.

Authorization/Acceptance

Customer Authorization	Federal Tax ID# (Required)	Social Security Number	
Signature	Print Name	Title	Date

Accepted by Caltronics

Signature	Print Name	Title	Date
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Customer has read, understands and agrees to the Terms and Conditions as stated. This agreement is non-cancelable.

Caltronics Business Systems

Lease Agreement ("Lease")

LESSEE	Full Legal Name Feather River Park and Recreation District				Purchase Order Requisition Number	Phone Number (530) 533-2011
	Billing Address 1875 Feather River Blvd.		City Oroville	State CA	Zip 95965	County Butte
EQUIPMENT	Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A If Necessary)	
	Canon	C5850i		1	Includes 4 Adjustable Paper Trays, Inner Finisher, and Fax.	
PAYMENT INFORMATION	Number of Lease Payments	Lease Payment (PLUS)	Applicable Sales Tax (EQUALS)	Total Lease Payment	Term of Lease in Months	Payment Frequency: <input checked="" type="radio"/> Monthly <input type="radio"/> Quarterly <input type="radio"/> Other
	60	\$ 172.96 +	=		60	End of Lease Option: <input checked="" type="radio"/> FMV <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other
		+	=		End of Lease Purchase Option shall be FMV unless another option is selected.	
	+	=		Security Deposit (PLUS)	First Period Payment (PLUS)	Other (EQUALS) Total Payment Enclosed
		+	=	+	+	= \$ 0.00

TERMS AND CONDITIONS

- Definitions:** The words "you" and "your" refer to the customer named above, "we", "us" or "our(s)" refers to the Lessor of the equipment identified above ("Equipment").
- Lease:** We hereby agree to lease to you, and you agree to lease from us, the Equipment. You authorize us to adjust the Lease Payments by not more than fifteen percent (15%) if the cost of the Equipment or taxes is more or less than the supplier's estimate. You promise to pay us according to the payment schedule show above, in advance, beginning on the day the Equipment is delivered and thereafter until all amounts are paid. LEASE PAYMENTS MUST BE PAID EVEN IF THE EQUIPMENT IS DAMAGED, DESTROYED, STOLEN OR NO LONGER USABLE, AND ARE NOT SUBJECT TO SET-OFFS, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER. The Total Initial Payment is due upon your signing of the Lease. If any Lease payment is not paid by the due date, you agree to pay a late charge of seven percent (7%) for each payment, but in no event more than the maximum late charges allowed by law. You agree to pay \$25.00 for each check returned unpaid. Once we accept the Lease, you MAY NOT CANCEL it at any time during the Lease term. The Lease automatically renews for consecutive twelve month periods unless you, at least 60 days before the end of the term, send us a written notice that you do not want to renew. Provided you are not in default, on 60 days written notice to us, you may purchase the Equipment at the end of the Lease term at the purchase option stated plus all applicable taxes. WE WILL HAVE NO LIABILITIES TO YOU FOR LOST PROFITS OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES BASED UPON ANY WARRANTY OR STRICT LIABILITY OR OTHERWISE. At the end of the Lease or renewal period, you will return the Equipment in the same condition as received, less normal wear and tear, to a location designated by us within 25 days and continue to make Lease payments until the Equipment is returned. You agree to prepay all crating and delivery costs and to insure the Equipment being shipped for its full replacement value. You agree to pay a documentation fee of \$75.00. In order to facilitate an orderly transition, and to provide a uniform billing cycle, the "Effective Date" of this agreement will be the 1st day of the month following delivery of the Equipment to You. You agree to pay Us interim rent equal to 1/30 of the Lease Payment for each calendar day between the delivery date and Effective Date.
- Delivery and Acceptance:** You are responsible, at your own cost, to arrange for delivery and installation of the Equipment (unless such costs are included in the cost of the Equipment to us). Acceptance of the Equipment occurs upon delivery. When you receive the Equipment, you agree to inspect it and to verify by telephone or in writing such information as we may require.
- Warranties:** EQUIPMENT IS SOLD AS-IS, WHERE-IS, WITH NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you for the term of the Lease any warranties made by manufacturer or supplier to us. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.
- Security Deposit:** At our option, any security deposit made hereunder may be applied to any past due amount due hereunder. Upon notification you shall promptly restore the security deposit to its full amount as stated above. The security deposit is non-interest bearing. If you have complied with all of the conditions of the Lease, the security deposit shall be refunded to you after you have returned the Equipment to us.
- Title:** Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be security agreement, you grant us a security interest in the Equipment and all proceeds therefrom. Although the Equipment may become attached to real estate, it remains personal property and you agree not to permit a lien to be placed upon the Equipment or to remove the Equipment without our prior written consent. You also agree to allow us to inspect the Equipment at any time during normal business hours. You authorize us to file a copy of this Lease as a financing statement and appoint us as attorney-in-fact to execute and file, on your behalf, financing statements covering the collateral. You hereby waive any and all rights and remedies granted you by Section 2A-508-2A-522 of the Uniform Commercial Code.
- Location of Equipment:** You will keep and use the Equipment only at the address shown above. You agree that the Equipment will not be removed from this location unless you receive in writing permission in advance to move it. All replacement parts and repairs will become our property.
- Use of Equipment:** You represent that the Equipment will be used for business purposes, and not for personal, family or household purposes.
- Insurance:** You will obtain property damage insurance covering the Equipment and its use during the term of this Lease and liability insurance acceptable to us. You further agree to have us named as sole loss payee and additional insured and provide proof of insurance upon request. If you do not provide proof of insurance within 10 days of our request, we have the right, but not the duty, to obtain such insurance against theft and physical damage covering the Equipment and its use, at your expense. You agree to pay all premiums and our fees for placing and maintaining such insurance, on which we make a profit. If damage or loss should occur you must promptly repair or replace the Equipment with like Equipment, in working order, that is acceptable to us and transfer clear title to such Equipment to us.
- Taxes:** You agree to pay when due, or reimburse us for, all taxes, fees and penalties, relating to use or

ownership of the Equipment, levied or accessed by any state, federal or local government or agency, including any taxes paid up front. We will file any required personal property tax, use tax, or other tax returns, unless we agree otherwise in writing. We may charge you a fee for administering property tax filings or for collecting any other taxes, assessments or fees and remitting them to the appropriate authorities. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated when we accept this Lease arising out of your acts or omissions.

- Service Charge:** The invoice generated for the payments under this Lease may include charges for the servicing of the Equipment. Such servicing charges stand alone and have no relation to the other terms and conditions of this Lease. The inclusion of the service charges on the Lease invoice is at your request for a consolidated invoice. The terms and conditions of the service provided are per a separated agreement.
- Assignment:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE ANY INTEREST YOU HAVE IN THIS LEASE OR THE EQUIPMENT. WE MAY, WITHOUT NOTICE, SELL, TRANSFER OR ASSIGN OUR INTEREST IN THIS LEASE, THE EQUIPMENT OR ANY LEASE PAYMENTS OR OTHER SUMS DUE. YOU AGREE THAT IF WE DO SO, THE NEW LESSOR WILL HAVE THE SAME RIGHTS AND BENEFITS THAT WE NOW HAVE, BUT, WILL NOT HAVE TO PERFORM ANY OF OUR OBLIGATION. YOU AGREE THAT THE RIGHTS OF THE NEW LESSOR WILL NOT BE SUBJECT TO ANY CLAIMS, SET-OFFS, OR DEFENSES THAT YOU MAY HAVE AGAINST US. IF YOU ARE GIVEN NOTICE OF A NEW LESSOR, YOU AGREE TO RESPOND TO ANY REQUESTS ABOUT THIS LEASE AND IF DIRECTED, TO PAY THE NEW LESSOR ALL RENT AND ALL AMOUNTS DUE UNDER THIS LEASE. In the event that we assign any of our obligations under this Lease, we shall remain primarily responsible to perform those obligations. You agree that any claim or defense you may have relating to those obligations must be asserted only against us and not any new Lessor.
- Default:** Any of the following events or conditions will constitute your default of this agreement: (a) your failure to pay any rent or any sum due on the date due; (b) failure to observe, keep or perform any term, covenant or condition of this Lease, or any other agreement that is made with us; (c) if you or any guarantor dies, becomes insolvent, stops doing business as a concern; (d) you merge, consolidate, transfer all or substantially all of your assets or you make an assignment for the benefit of creditors or you undergo a substantial deterioration in your financial condition; or (e) if you or any guarantor shall file or have filed against you or your guarantor a petition for liquidation, reorganization, or adjustment of debt under federal or state bankruptcy or insolvency law.
- Remedies:** Upon occurrence of default, we may do any or all of the following after providing a written notice of default: (a) demand immediate payment of any sums then due and owing under this Lease; plus (b) declare immediately due and payable, sue for and receive all remaining Lease payments to become due during the remainder of the term of this Lease, plus an amount equal to the purchase option stated above or if no purchase option is given, a reasonable estimate of the fair market value of like Equipment as of the originally scheduled end of the Lease term ("Residual"), with the remaining Lease payments and Residual discounted at 3% per annum, plus charge you interest at the rate per month of 1.5% on all amounts due as from the default date until paid (but not exceeding the maximum rate permitted by law), all late fees and any other fees associated with the enforcement of our remedies including reasonable attorney's fees and costs; (c) repossess the Equipment or require you to return the Equipment as provided in this Lease; (d) terminate any other agreements that we may have with you; and/or, (e) pursue any other legal remedy that we may have. If the Equipment is returned or repossessed, such return or repossession of the Equipment will not constitute a termination of this Lease unless we expressly notify you in writing. If the Equipment is returned or repossessed, we will sell or re-rent the Equipment at terms we determine, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations with you remaining liable for any deficiency and with any excess being retained by us.
- Indemnity:** You assume the entire risk of loss, destruction of, or damage to the Equipment from any cause until the Equipment is returned to or purchased from Lessor, whichever comes first. You further assume the risk of liability arising from the possession of the Equipment and hold us harmless and defend us from all claims and liabilities arising from the possession or use of the Equipment. Your indemnity obligation will continue after the termination of the Lease.
- Miscellaneous:** The Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). Any provision of this Lease which is unenforceable in any jurisdiction shall be considered non-binding in that jurisdiction without invalidating the remaining provisions of the Lease and will not make that provision non-binding in any other jurisdiction. Notices must be given in writing and shall be effective when deposited in the U.S. mail addressed to the party as indicated above.
- Choice of Law:** This Lease has been made in and except for local filing requirements is governed and construed in accordance with the laws of the State of California or the state where our assignee has its principal offices and you agree that non-exclusive personal jurisdiction over you and subject jurisdiction over the Equipment shall be with the courts of the State of California or the state where our assignee has its principal offices. You waive trial by jury in any action against you.
- Customer PO:** You agree that any Purchase Orders issued to us covering this Equipment is issued for purposes of authorization and/or your internal use only and none of its terms and conditions shall modify the terms of this Agreement.
- Faxed Signatures:** You agree that a facsimile copy of the Lease and facsimile copies of all documents executed with the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature	Date
	Title	Print Name
Legal Name of Corporation Feather River Park and Recreation District		

LESSOR	Caltronics Business Systems	
	Commencement Date	Lease Number
	Accepted By: _____	

ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.		
	Signature	Print Name	Title
GUARANTY	I unconditionally guaranty prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the laws of the State of California or the state where our assignee has its principal office and I consent to non-exclusive jurisdiction of any state or federal court in the State of California or the state where our assignee has its principal office and waive trial by jury.		
	Signature	Print Name	Date



Customer Bill To: Feather River Recreation and Park District

Address 1875 Feather River Blvd.

City Oroville

State CA Zip 95965

Prestige Maintenance Agreement - Terms and Conditions

- 1. Description:** This managed service contract will cover all unscheduled repairs upon request by customer during the hours of 8:00 AM to 5:00 PM., Monday thru Friday, on the equipment listed herein. Service outside of Caltronics normal working hours shall be provided on an "if available" basis and customer shall pay Caltronics it's "after hours rate" then in effect.
- 2. Commencement:** This is an annual contract, billed monthly, quarterly or annually in advance. The contract will commence upon delivery to customer. This contract qualifies for automatic renewal after 12 months from the contract start date, unless written notification of intent to cancel is received 30 days prior to the renewal date. See section 9 for cancellation details.
- 3. Charges:** The minimum monthly payment and all other sums are due and payable to Caltronics. In return for payment, customer is entitled to produce copies and prints up to the allowance listed on the contract. Any copies or prints produced in excess of the allowance will be billed at the rate listed on the contract. The minimum monthly payment and excess copy rates are subject to an automatic annual increase. Supplies will be allocated based on manufacturer's specified yields. We reserve the right to charge customers for excess supply usage. Loaner machines will be charged at the customer's current per copy rate. Per copy charges based on single sided sheet of paper up to 8 1/2 x 14. Per copy/print charges for all Wide Format devices are based on a per square foot measurement on single sided sheet of paper.
- 4. The sales tax** included on your contract invoice corresponds to the use of tangible personal property which includes toner usage. Customer agrees to pay sales tax as required by the California Department of Fee and Tax Administration.
- 5. Meters:** Customer is responsible for providing Caltronics a meter reading on all equipment under contract on the billing date. If customer fails to provide an accurate meter reading, customer agrees to accept estimated meters based on service history for billing purposes. Caltronics may enable machines to automatically report meters and machine related information to better service our customers. It is the responsibility of the customer to ensure that the correct settings and/or defaults are set in the machine, print driver or applications when it relates to color copies/prints. Customers will be responsible for copies/prints produced based solely on the color (if applicable) and b/w meter readings as indicated by the machine.
- 6. Relocation:** It is strongly recommended that our personnel prepare equipment prior to a move and reinstall equipment immediately following a move. Labor will be charged at our current hourly rates. If relocation is effected by the customer, Caltronics reserves the right to examine the machine at the new site. If repairs are required Caltronics will submit a quote for the repairs. If charges are approved by the customer, Service Contract will resume at the new site (after repairs). If not accepted by the customer, the Service Contract will be canceled effective immediately with not further obligation to either party.
- 7. Assignment:** This agreement is non-transferable, non-assignable, non-refundable, and becomes void upon sale or transfer of the equipment. *Caltronics may apply any unused portion of maintenance charges towards future purchases with Caltronics at its sole discretion.*
- 8. Breach or Default:** Caltronics may withhold service or terminate this agreement if the Customer fails to comply with any of the items and conditions of this agreement, or acquires a past due balance for services rendered and/or products sold of more than 30 days from date of invoice. Customer agrees to pay reasonable attorney fees and legal expenses incurred in exercising any of its rights and remedies upon breach of agreement. Caltronics reserves the right to terminate this agreement if the machine becomes obsolete and parts and/or supplies become unavailable. Service by anyone other than Caltronics, or use of parts or supplies from anyone other than Caltronics will void this agreement.
- 9. Cancellation:** In the event of cancellation by the customer prior to the expiration date, Caltronics will bill and customer will be obligated to pay early termination charges equaling at least 50% of the remaining contract term based on the average dollar amount of the last 6 months of billing.
- 10. Items not included:** A) Freight charges on toner B) relocation of equipment, C) coverage for non-OEM peripherals, D) 3rd party "compliance" firms hired by customer, E) damage caused by misuse or neglect, theft, vandalism, environmental conditions beyond manufacturers recommendation, power related issues, fire, water. Caltronics will not be responsible for direct, incidental, or consequential damages, including but not limited to damages arising out of the use of or performance of software, equipment, or any economic loss. Free loaner program does not apply to wide format products.
- 11.** Issues caused by customers computer hardware/software, including applications, are not covered under this agreement. Any changes, modifications, or upgrades to customers network, including applications and operating systems necessitating a call from a technician are not covered by this agreement and will be billed at our current hourly rate.
- 12.** The terms of this agreement may not be altered or amended unless authorized in writing by an officer of Caltronics. All other agreements or commitments for service and supplies are rendered invalid with the approval of this agreement. This agreement shall be governed by the laws of the state of California.

Authorization / Acceptance

Customer Authorization

Signature	Print Name	Title	Date
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Accepted by Caltronics Business Systems

Signature	Print Name	Title	Date
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FISCAL FUNDING ADDENDUM

LESSEE	Full Legal Name _____	DBA Name (If Any) _____
	Billing Address _____	Phone Number _____
	City _____ County _____ State _____	Zip Code _____
	Lease Number _____	Lease Date _____

Lessee warrants that it has funds available to pay all rents (the "Lease Payments") payable under the above - identified Lease until the end of Lessee's current appropriation periods. If Lessee's legislative body or other funding authority does not appropriate funds for Lease Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay the Lease Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice"), effective 60 days after the later of Lessor's receipt of same or the end of the Lessee's current appropriation period (the "Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the Non-Appropriation Date. As a condition to exercising its rights under the Addendum Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor or a location designated by Lessor, in the condition required by, and in accordance with the return provisions of, the Lease and at Lessee's expense, and (4) pay Lessor all sums payable to Lessor under the Lease up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease.

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

LESSEE SIGNATURE	Signature X _____ <small>(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)</small>
	Print Name _____
	Title _____ Date _____
	Name of Government Entity _____

ACCEPTED BY LESSOR	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership _____

050EDOC098



STAFF REPORT

DATE: MARCH 22, 2022

TO: BOARD OF DIRECTORS

FROM: SHAWN ROHRBACKER, GENERAL MANAGER

RE: BEDROCK SKATE AND BIKE PARK – CONCEPTUAL DESIGN SERVICES

SUMMARY

The wood ramps at Bedrock Skate and Bike Park were built along with the construction of the park in 2006. Due to the age of the ramps, the surfacing and framework need continuous repairs by maintenance staff. The ramps are close to beyond repair and will soon be required be re-built or replaced. The ideal replacements for the ramps are cast in place concrete features. Concrete required much little maintenance, is the preferred surface for skateparks and will provide a park to be enjoyed for generations.

FRRPD staff has recently met with Grindline, a concrete skatepark design and construction company from Seattle, Washington. Grindline recently designed and built the renovation of the Chico Skatepark, which was very popular with the community and put Chico's skatepark on the map for great parks to visit. According to staff requests, Grindline has provided a Proposal for Conceptual Design for the Bedrock Skate and Bike Park. The Proposal includes a community workshop, design for the renovation of the park and an estimated cost of construction. Services for the work total \$4,960.00.

This conceptual plan and estimated cost of construction will determine the funding necessary to renovate the park. The new concrete park is one of the improvements being considered to be partially funded by impact fees. Staff has also met with community members striving to follow the community fund raising model led by Chico skaters who raised \$250,000 within 2 years. That was approximately half the cost of that renovation.

ATTACHMENTS

Grindline Skateparks Inc. Proposal for Conceptual Design Services – Bedrock Skate and Bike Park

RECOMMENDATION

Staff recommends entering into Agreement for Conceptual Design Services for the Bedrock Skate and Bike Park according to the proposal by Grindline Skateparks, Inc. for the total of \$4,960.00.

March 1st, 2022

Shawn Rohrbacker, General Manager
Feather River Recreation & Park District
1875 Feather River Blvd.
Oroville, CA 95965
Office (530) 533-2011
Cell (530) 680-2390
shawn@frrpd.com



Re: Proposal for Skatepark Conceptual Design - Bedrock Skate and Bike Park

Scope of Services

Task 1: Project Startup

1) Project Kick Off Meeting: Grindline, Representatives of the Feather River Recreation & Park District (Client), and other relevant stakeholders (Stakeholders) will meet digitally to review information on the existing skatepark and discuss how the new design will meet desired program elements. This meeting will finalize the project objectives including scope, schedule and budget. A communication plan will be made to identify preferred communication methods. Key meetings and deliverables will be scheduled and areas requiring coordination such as public meetings, on-line forums and exchange/review of documents will be identified.

2) Community Meeting #1 (In-person): Grindline will assist in facilitating Community meeting #1 to engage community members and end users in a public input meeting on the skatepark design. Grindline will provide skatepark specific materials for any presentation, flyer's, etc. as needed. This initial public meeting will introduce Design Team to community, explain the design/public input process, and share how the community drives the project development. This meeting is open forum for stakeholders to drive the development of the design concept. Community members will be given an opportunity to provide input via verbal, written or online participation.

3) Design Review Meeting: Via phone conference/on-line meeting, Grindline, Client, and Stakeholders will meet to discuss information collected during the Kick-off Meeting and Site visit as well as input and comments received from Community Meeting #1. This meeting will finalize direction for Grindline to create the Preliminary Concept.

Task 2: Conceptual Design

1) Preliminary Conceptual Design: Grindline will create a Preliminary Skatepark Concept of based off information and direction collected during Task 1 of the design scope. Grindline will submit a 3d model of the concept, a preliminary site plan with proposed elevations for the skatepark features, and a preliminary cost estimate. Grindline will integrate the skatepark into any existing or future proposed adjacencies as provided by the Client.

2) Design Review Meeting: Via phone conference/online meeting, Grindline, Client, and Stakeholders will meet to discuss community feedback on the Preliminary Skatepark Concept. Client and Stakeholders will provide feedback / direction for Final Concept.

3) Final Concept: Based on community feedback on the Preliminary Concept as well as Client and Stakeholder comments, Grindline Team will create a Final Skatepark Concept and submit to the Client for review and approval.

Deliverables & Final Products

- Brief narrative listing the site constraints and opportunities and an inventory/analysis of planned skatepark area
- Finalized Program, Schedule, and Budget for remainder of Design process
- Summary of Public Input from Community Meeting.
- Preliminary and Final concept with skatepark elements to scale.
- Preliminary and Revised Cost Estimates with rough quantity of materials estimates for skatepark elements.

This proposal assumes the following:

Travel: This proposal assumes 1 trips to Oroville during the design process. Travel expenses would be billed as reimbursables at a not to exceed rate of \$1,000 per trip for the schedule trip and any additional trip not included in the current scope.

Phone / Internet Meetings: Grindline will be available for additional phone / internet meetings (up to 4 total) as needed by the Client / Design Team during the design Task of the project.

The following items are not included in this proposal:

- Acquisition of Existing Conditions Survey, Geotech, or any other site information needed to complete the feasibility study/conceptual design
- Design outside the Skatepark footprint
- Design of any amenities such as fencing, lighting, shade structures, etc.
- Civil, Structural, Electrical, or Environmental Engineering
- Printing

Any work not included in this scope would be billed at Grindline’s hourly rates below

Principal / Lead Design	\$165.00 / hr	Design Associate	\$90.00 / hr
Project Manager	\$145.00 / hr	Office Administration	\$65.00 / hr

**Bedrock Skate and Bike park
Conceptual Design Fees**

<u>Phase</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Cost</u>	<u>Fee</u>
1 Project Startup					\$2,320.00
Principal / Lead Design		8 hrs	\$165.00	\$1,320.00	
Travel expenses (not to exceed)		1 trip	\$1,000.00	\$1,000.00	
2 Conceptual Design					\$2,640.00
Principal		4 hrs	\$165.00	\$660.00	
Design Associate/EIT		22 hrs	\$90.00	\$1,980.00	
				Total	\$4,960.00

By my signature below and as a representative of the Feather River Recreation & Park District, I accept and agree to fulfill the terms of the proposal including payment in full for work completed by my direction. Any additional work beyond this proposal must be agreed to in writing.

Name (Please print) _____

Title _____

Signature _____

Date _____

JOINT USE AGREEMENT

Feather River Recreation & Park District And Oroville Union High School District

This Joint Use Agreement (the "Agreement") is executed on the date last set forth below opposite the parties' signatures by and between FEATHER RIVER RECREATION AND PARK DISTRICT ("FRRPD") and OROVILLE UNION HIGH SCHOOL DISTRICT ("District") and is based on the following facts:

A. FRRPD owns, operates, and maintains certain public parks and recreational facilities in the Greater Oroville Area (the "FRRPD Facilities") which are capable of being used by District for educational purposes.

B. The District owns, operates, and maintains certain educational facilities within its jurisdiction (the "District Facilities") suitable for community recreation programs and uses.

C. FRRPD and District now desire to share their respective Facilities for the purpose of promoting and conducting community and school recreation programs to better provide for the general recreational and educational needs of children and adults in their respective jurisdictions, all as more fully set forth below.

In consideration of the foregoing facts, the recital of which by this reference is incorporated in the agreement of the parties set forth below as though fully set forth therein, and of the mutual conditions, covenants and promises set forth below, the parties agree as follows:

1. **Sharing of the Facilities.** District will make available to FRRPD for community recreation activities such District Facilities as the District and FRRPD from time to time may mutually agree upon. These District Facilities are to be selected by FRRPD and approved by District in accordance with the administrative procedures established by District's Superintendent.

FRRPD will make available to District for curricular and co-curricular use such FRRPD Facilities as FRRPD and District from time to time may mutually agree upon. These FRRPD

Facilities are to be selected by District and approved by FRRPD's General Manager in accordance with FRRPD's policies and procedures applicable thereto.

2. **Use of Facilities.** The use of District Facilities shall be in accordance with District's procedures for granting permits for use of District Facilities as provided for by the laws of California and the rules and regulations of District.

The use of FRRPD Facilities shall be in accordance with the regular procedures of FRRPD in granting permits for use of FRRPD Facilities as provided for by the laws of California as prescribed and the rules and regulations of FRRPD.

Each party agrees that when using the other party's Facilities it shall comply with all laws, rules, regulations, orders, ordinances, restrictions, codes, and restrictive covenants applicable to District and FRRPD Facilities, as now or hereafter in effect.

3. **Schedules for Use.** As soon as possible before each academic year, and thereafter during the academic year as necessary, District's Superintendent and FRRPD's General Manager or their designated representatives shall meet to discuss and agree upon a schedule for the dates, times and uses of their respective uses of each other's Facilities. Once such schedule is agreed upon, it shall be dated and signed by the District's Superintendent and FRRPD's General Manager and attached to this Agreement. Flexibility for additional usage during the year will always be taken into consideration based on availability. As alternative or additional dates, times, and uses are agreed upon, the schedule shall be amended and dated and once signed by the Superintendent and General Manager, attached to this Agreement in place of the previously attached schedule.

4. **Indemnity.** FRRPD shall indemnify, defend, and hold harmless the District, its governing board, directors, officers, employees, agents, and volunteers (collectively, the "District Parties") from and against any and all claims and causes of action arising from or in connection with (a) FRRPD's use of the District Facilities or any work or thing whatsoever done or any condition created by FRRPD in or about the District Facilities while using them, excepting those resulting from the gross negligence or willful misconduct of District, (b) any act or omission of

FRRPD or any of its subtenants or licensees or its or their partners, directors, officers, employees, agents, invitees, or contractors in connection with FRRPD's use of District facilities, or with (c) any accident, injury, or damage whatsoever occurring in, at, or upon the District Facilities while being used by FRRPD, excepting those resulting from the gross negligence or willful misconduct of District.

District shall indemnify, defend, and hold harmless FRRPD, its affiliates and their governing board or directors, members, managers, partners, directors, officers, employees, and agents, (collectively, the "FRRPD Parties") from and against any and all claims and causes of action arising from or in connection with (a) District's use of FRRPD Facilities or of any business therein, or any work or thing whatsoever done or any condition created by District in or about the FRRPD Facilities while using them, excepting those resulting from the gross negligence or willful misconduct of FRRPD, (b) any act or omission of District or any of its partners, directors, officers, employees, agents, invitees, or contractors relating to District's use of the FRRPD Facilities, or with (c) any accident, injury, or damage whatsoever occurring in, at, or upon the FRRPD Facilities while being used by District, excepting those resulting from the gross negligence or willful misconduct of FRRPD.

5. **Insurance.** FRRPD and District (each, an "Indemnitor") at all times during the term of this Agreement will each, at its own expense, maintain in force a policy or policies of insurance, written by one or more responsible carriers doing business in the State of California or by a legally self-insured public agency acceptable to the other party. Such policy or policies shall insure the other against all liability for injury or death of persons occurring in or about the other's Facilities during their use by the Indemnitor. The minimum coverage limit of the insurance policy shall be \$1,000,000 single occurrence, \$2,000,000.00 combined occurrences.

6. **Term.** This Agreement shall supersede any and all prior agreements. This Agreement shall commence upon the execution hereof and shall expire on January 1, 2027. The agreement may be renewed or amended by mutual written consent of both parties. Any renewal or amendment shall be in writing signed by both parties following governing board approval.

7. **Assignment.** Neither party may assign or otherwise transfer either of their respective interests nor will rights hereunder without the prior written consent of the other party and such consent be granted unless it conflicts with the best interests of either party.

8. **Governing Law; Binding Effect.** This Agreement shall be governed by the laws of the State of California. If any term or provision of this Agreement shall be deemed or held by any court or authority having proper jurisdiction to be invalid, illegal, void, or unenforceable, the remaining terms and provisions hereof shall nevertheless remain in full force and effect with the intent that the purpose of this Agreement will be accomplished.

9. **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of agreement among the parties with respect to the subject matter herein and replaces and supersedes all prior written and oral agreements or statements by and among the parties or any of them. No representation, statement, condition, or warranty not contained in this Agreement shall be binding on the parties or have any force or effect whatsoever.

10. **Counterparts.** This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one and the same instrument.

Executed at Oroville, California on the dates set forth below opposite the parties' signatures.

FRRPD:

Feather River Recreation and Park
District

Date: _____

By: _____
Board Chairman

By: _____
District Manager

District:

Oroville Union High School District

Date: _____

By: _____
Board President

By: _____
Superintendent



FEBRUARY 2022 DEPARTMENT UPDATES

Parks & Maintenance

Joe Velasquez – Park Supervisor

Ongoing & Completed Projects:

The list below is additional work completed on top of their normal weekly maintenance schedule.

Riverbend Park:

- Irrigation repairs throughout park
 - Fixing broken lines from tree planting event
 - Running new lines to trees planted in new areas
- Preparations for County funded exercise equipment stations installation
- Spraying soccer field for clover eradication
- Preparations for wildflower nature festival, April 2nd
- Merry-go-round in Riverbend Park has had a mechanical failure

Tennis Courts:

- Wall removed in front of restrooms
 - Removed because of the homeless camping and using the restroom in these areas
 - Pouring a concrete pad to replace where existing wall was
- Fascia boards and exterior of restroom to be fixed where needed
 - Replacing boards
 - Painting
- New access door to be installed for clean out room
 - Existing door rusted out and failing

Skate Park:

- Irrigation repairs throughout park
 - Had tree roots damage the irrigation system

MLK:

- Two new doors ordered for the restrooms
 - Doors were vandalized and must be replaced
- Access door for cleanout was vandalized
 - Sharps replaced deadbolt

Palermo

- Winter pool maintenance
- Graffiti removal

Nelson:

- Bleacher repairs throughout fields
- Painting of bleachers and backstops
- Infield dirt delivered
- Field prep for all field
- Backstop needs to be replaced at Vorhees field
- Preparations for tree planting event
 - 38 trees planned to go in

Nolan:

- Graffiti removal throughout park
- Lion water fountain repainted

Activity Center:

- Preschool project completed



FEBRUARY 2022 DEPARTMENT UPDATES

- New bark was installed
- New poles for shade clothes installed
- Dirt and grass seed spread through areas that were dead

Maintenance Shop:

- Scheduled the next two Fridays March 18th and March 25th, the team will be doing a maintenance yard cleanup project
 - Paint shop and buildings
 - Replace any rotten wood, walls, fascia boards,
 - Repair fencing
 - Organize yard
 - Organize tools in shops
 - Clean all debris and trash

Additional Information:

Homeless cleanup event was a success. We had nearly 60 volunteers from multiple agencies helping clean up. We filled up four 40-Yard dumpsters to the brim. The agencies involved were: Northwest lineman college, Sheriff inmate crew, probation crew, DWR, Fishing guides, FRRPD, OPD, & Recology. We focused on the river edge of Riverbend south. Cleaning all the trash and debris that could be accessed by boat. It was a great event and we cleaned up a major portion of pollution on the rivers edge.

The Merry-go-round in Riverbend Park is out of commission. It had a major malfunction. There is a broken weld where the main unit attaches to the support beam. It broke mid-day while people were playing on it. Fortunately, no one was hurt, but it could have been much worse. We fenced it off and have it out-of-order for the time being.

Wildflower nature festival is coming up and our crew is prepping the park for the event.

Upcoming Projects:

- Nelson tree planting event
- Restroom floor recoating (on hold due to product backordered)
- 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

Childcare Services

Estela Valencia – Director of Children's Services

Preschool Enrollment: 27 children

Recently Completed Events/Projects:

Parent night out on February 11th had 21 children attend. The children enjoyed a fun night of gym play, dinner and planting their own flowers.

Preschool children have been enjoying some fun gardening. We have planted some kale and other collard greens, sunflowers, cantaloupe, and some beautiful seasonal flowers.

Current events/project:

We are doing a Spring See's Candy Fundraiser to help support the purchase of some outdoor equipment. The sale ends on March 25th.



FEBRUARY 2022 DEPARTMENT UPDATES

- Aquatics
 - Engaging in staff recruitment
 - Nelson Pool closed due to construction.
 - Scheduled to be completed in May 2022
- Youth Sports
 - Basketball (season 2)
 - Began February 7, 2022
 - 5th/6th Boys – 15 Teams
 - 7th/8th Girls – 7 Teams
 - Games played at Manzanita Elementary School & Richvale Elementary School
- Recruitment
 - Youth Sports Official
 - Adult Softball Umpire
 - Lifeguards

Upcoming Projects

- Budget for 22/23 FY
- Potential upgrade and restoration of Nelson Sports Complex
 - Outfield grounds restoration on at least 2/3 softball fields
 - New LED bulbs in Field Lights
 - Potential PG&E Grant
 - Repair or purchase new Scoreboards
 - Prep for tournament and/or increased league use
 - NEW* Applied for grant funds through the Giants Community Fund. Funds delivered in April pending award.

Administration, Events & Marketing

Victoria Anton – Executive Administrator

Ongoing Projects:

- Administration:
 - Summer Public Event Rentals in District Parks
 - Facility use agreement with the Oroville Orcas
 - Collect and review copier lease options
 - 2022-23 Fiscal Year Planning
 - Admin, Marketing, Events
- Events & Marketing:
 - Spring Concerts in the Park – Friday Nights 3:30pm- 7:30pm; April 8th through May 27th
 - 2022 Wildflower & Nature Festival – Saturday, April 2nd; 10am – 4pm

Completed Projects:

- Administration
 - 2022-23 Fiscal Year Planning
 - Employee Training: Marketing Specialist – Brendan Wright
- Meetings/Representing FRRPD
 - Butte County Public Information Officer Group
 - Oroville Tourism Committee