



FEATHER RIVER RECREATION & PARK DISTRICT
Regular Board Meeting
December 14, 2021

ACTIVITY CENTER
1875 Feather River Blvd.
Oroville, CA 95965

AGENDA

Open Session 5:30 PM

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

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, Park Volunteers, for planting 54 trees at Martin Luther King Jr. Park on December 4th.

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. November 16, 2021 Regular Board Meeting Minutes** (Appendix A)
- 2. November 18, 2021 Special Board Meeting Minutes** (Appendix B)
- 3. November 2021 Financials** (Appendix C)

Consent Agenda Motion:

Vote:

ACTION ITEM(S)

- 1. Facility Use Agreement: Oroville Youth Soccer Club** (Appendix D)

The current agreement expires in 2021.

Motion:

Vote:

2. Insurance Coverage Provider Review (Appendix E)

Staff Report Provided by Shawn Rohrbacker.

Motion:

Vote:

3. PG&E Energy Efficiency Financing for Retrofit Projects: Riverbend Park & Palermo Park (Appendix F)

Staff Report Provided by Shawn Rohrbacker.

Motion:

Vote:

4. Changes to Ordinance 3 – Bedrock Skate and Bike Park Rules (Appendix G)

Staff is in the process of updating signs at all District parks. The attached update to the Bedrock Skate and Bike Park includes small changes and additions that require an update to the FRRPD Park Ordinance 3.

Motion:

Vote:

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

Finance Committee, Benefit Assessment District Committee, Supplemental Benefit Fund Committee

UNFINISHED BUSINESS

BOARD ITEMS FOR UPCOMING AGENDA(S)

1. Review/Approve FY 2020-21 Audit
2. Feather River Trail Project

ADJOURNMENT



FEATHER RIVER RECREATION & PARK DISTRICT

Regular Board Meeting

November 16, 2021

ACTIVITY CENTER

1875 Feather River Blvd.

Oroville, CA 95965

Draft Minutes

Closed Session 4:30 PM/Open Session 5:30 PM

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

CHAIRPERSON ROCCHI CALLED THE MEETING TO ORDER AT 4:37 PM.

ROLL CALL

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

CLOSED SESSION

1. Pursuant to Government Code 54957, Public Employee Appointment – Property Consultant

ANNOUNCEMENTS FROM CLOSED SESSION AT 5:30 PM

No action was taken. Direction was given to staff.

PUBLIC COMMENT

No public comments made.

CONSENT AGENDA

1. October 26, 2021 Regular Board Meeting Minutes

2. October 2021 Financials

3. Resolution 1978-21: A Resolution of The Board of Directors of The Feather River Recreation and Park District Approving the Transfer of Funds in The Amount Of \$125,000 From the Merchant Payment Received by Credit Card Account: Bank of The West to the General Fund Account 2600

Director Brandt made the motion to approve the consent agenda.

Director Thomas seconded the motion.

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

ACTION ITEMS

1. Surplus District Items

Director Brandt made the motion to surplus the Dodge truck and directed staff to get an estimate for the Ford truck repairs.

Director DeLong seconded the motion.

***The motion to surplus the Dodge truck passed with a unanimous vote.**

2. Change in Allocation for the Prop 68 Per Capita Grant Program

Director Thomas made the motion to change the allocation of Prop 68 Per Capita Grant funding from the Activity Center to the Nelson Pool SBF project.

Director Brandt seconded the motion.

***The motion change the allocation of Prop 68 Per Capita Grant funding from the Activity Center to the Nelson Pool SBF project passed with a unanimous vote.**

3. Resolution No. 1979-21: A Resolution of The Board of Directors of the Feather River Recreation and Park District approving the application for Regional Park Program Grant funds

Director Brandt made the motion to adopt Resolution 1979-21.

Director Thomas seconded the motion.

***The motion to adopt Resolution 1979-21 passed with a unanimous vote.**

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

BOARD ITEMS FOR UPCOMING AGENDA(S)

1. Master Plan Finalization
2. Feather River Trail
3. Public Workshop: FRRPD Asset Study
4. ORCA MOU Update: Summary for the Board

CHAIRPERSON ROCCHI ADJOURNED THE MEETING AT 5:51 PM.

DRAFT



FEATHER RIVER RECREATION & PARK DISTRICT
Special Board Meeting
November 18, 2021

ACTIVITY CENTER
1875 Feather River Blvd.
Oroville, CA 95965

Draft Minutes **Open Session 5:30 PM/Closed Session Immediately Following**

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

CHAIRPERSON ROCCHI CALLED THE MEETING TO ORDER AT 5:30 PM.

ROLL CALL

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

PUBLIC COMMENT

Representatives from partner organizations shared concerns regarding current park and facility conditions. Those in attendance included the African American Family & Cultural Center, Bangor Community, Berry Creek Community Council, Forbestown Advisory Council, Lake Oroville Little League, Oroville Disc Golf, Oroville Orcas, Oroville Southside Community Improvement Association, Oroville Youth Soccer Club, Palermo Community Council, Rhinos Football & Cheer, Oroville Pickleball, Thunderbirds Football & Cheer, and Yuba Feather Historical Association.

PRESENTATION OF FRRPD FINANCIAL ANALYSIS

Financial consultant Scott Chalmers presented an analysis of FRRPD parks and facilities. Primary items in the analysis included deferred maintenance, cost of operations and options to address those issues within current and future fiscal year budgets.

ADJOURNMENT TO CLOSED SESSION AT 7:05 PM

1. Pursuant to Government Code 54957, Public Employee Appointment – Property Consultant

ANNOUNCEMENT(S) FROM CLOSED SESSION

Chairperson Rocchi announced the Board’s intent to move forward with the financial consultant’s recommendation to sell the Activity Center and provided staff direction to negotiate contract terms with a property consultant.

CHAIRPERSON ROCCHI ADJOURNED THE MEETING AT 7:15 PM.

Feather River Recreation & Park District
Profit & Loss Budget Performance
November 2021

Not closed- subject to change

Meeting scheduled early due to holidays

	Nov 21	Budget	\$ Over Budget	Staff Comments	Jul - Nov 21	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Ordinary Income/Expense									
Income									
4100 - Tax Revenue					83,954		83,954	100%	1,900,000
4150 - Tax Revenue (BAD)									308,000
4300 - Program Income	45,476	71,465	(25,989)	Classes \$3k, Preschool \$15k, Gym \$21k, Rentals \$6k	259,791	383,323	(123,532)	68%	893,575
4400 - Donation & Fundraising Income	100		100		10,375	2,500	7,875	415%	2,500
4600 - Other Income	435	500	(65)	Surplus sale auger \$435	435	500	(65)	87%	1,000
4900 - Interest Income					3,871		3,871	100%	19,000
4905 - Interest Income - BAD									2,500
Total Income	46,011	71,965	(25,954)		358,426	386,323	(27,897)	93%	3,126,575
Gross Profit	46,011	71,965	(25,954)		358,426	386,323	(27,897)	93%	3,126,575
Expense									
5000 - Payroll Expenses	108,627	130,700	(22,073)		567,611	683,040	(115,429)	83%	1,690,123
5031 - GASB 68 Benefit Expense					67,639	70,450	(2,811)	96%	70,450
5100 - Advertising & Promotion		917	(917)		1,185	4,581	(3,396)	26%	11,000
5120 - Bank Fees	400	584	(184)		1,234	2,912	(1,678)	42%	7,000
5130 - Charitable Contributions									2,500
5140 - Copying & Printing	853	844	9		3,831	4,217	(386)	91%	10,125
5155 - Employment New Hire Screen		150	(150)		233	950	(717)	25%	2,000
5160 - Dues, Mbrshps & Subscriptions	700		700	Annual Cobra \$550	8,504	6,000	2,504	142%	10,500
5170 - Education & Development		500	(500)		520	3,500	(2,980)	15%	8,500
5175 - Equipment Rental		875	(875)			4,375	(4,375)		10,500
5180 - Equipment, Tools & Furn (<\$5k)	1,587	3,633	(2,046)	Gymnastics Mats \$1k	24,619	28,269	(3,650)	87%	54,977
5200 - Insurance					161,340	185,000	(23,660)	87%	185,000
5210 - Interest Expense - Operating	146	125	21		767	625	142	123%	1,500
5225 - Postage & Delivery	104	120	(16)		208	200	8	104%	1,500
5230 - Professional & Outside Svcs	39,637	39,750	(113)	Audit Accrual \$25k	79,145	116,550	(37,405)	68%	230,000
5260 - Repairs & Maintenance									
5261 - Building R&M	2,722	2,000	722	Act Cent HVAC \$2.7k	9,298	11,000	(1,702)	85%	25,000
5262 - Equip Repairs & Small Tools	1,461	1,500	(39)	Bobcat Maintenance \$1k	6,165	7,500	(1,335)	82%	18,000
5263 - General R&M		1,250	(1,250)	Sheriff Crew \$2k		6,250	(6,250)		15,000
5264 - Grounds R&M	2,851	3,300	(449)		13,244	27,800	(14,556)	48%	60,000
5265 - Janitorial Supplies	1,611	1,175	436		9,859	10,875	(1,016)	91%	26,000
5266 - Vandalism Repair	3,473	400	3,073	\$3.2k van repair	18,395	2,200	16,195	836%	5,000
5267 - Vehicle R&M	386	825	(439)		3,952	4,225	(273)	94%	10,000
5268 - Aquatics Pool R&M	4,331	1,000	3,331		13,015	17,000	(3,985)	77%	40,000
5269 - Outside Contractor/Services R&M	819	1,250	(431)	\$450 monthly squirrel abatement	12,392	6,250	6,142	198%	15,000
Total 5260 - Repairs & Maintenance	17,654	12,700	4,954		86,320	93,100	(6,780)	93%	214,000
5270 - Security	110	1,850	(1,740)		1,523	8,450	(6,927)	18%	20,000
5280 - Supplies - Consumable	542	4,650	(4,108)		11,296	33,823	(22,527)	33%	82,523
5290 - Taxes, Lic., Notices & Permits		430	(430)		6,051	2,153	3,898	281%	5,163
5300 - Telephone/Internet	1,201	1,175	26		6,099	5,885	214	104%	14,110
5310 - Transportation, Meals & Travel	2,060	2,675	(615)	Fuel	12,438	13,775	(1,337)	90%	32,900
5320 - Utilities	20,628	20,555	73		158,336	132,805	25,531	119%	309,350
7000 - Debt Interest	7,220	7,220	0		36,632	36,631	1	100%	85,570
Total Expense	201,469	229,453	(27,984)		1,235,531	1,437,291	(201,760)	86%	3,059,291
Net Ordinary Income	(155,458)	(157,488)	2,030		(877,105)	(1,050,968)	173,863	83%	67,284

Not closed- subject to change
Meeting scheduled early due to holidays

	Nov 21	Budget	\$ Over Budget	Staff Comments	Jul - Nov 21	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Other Income/Expense									
Other Income									
4200 · Impact Fee Income	4,424				130,000				
4500 · Grant/Reimbursed Expense Income	143,325				143,326				
4650 · Insurance Proceeds	70,278			Playtown \$42k, F250 Truck \$5.2k, Riverbend \$22.5k	361,073				
9900 · Gain/(Loss) on Asset disposal	5,600			Surplus: UTV \$2.7k, Chipper \$2.9k	5,600				
Total Other Income	<u>223,627</u>				<u>639,999</u>				
Other Expense									
5102 · Insurance Claim Expense	255				12,737				
Total Other Expense	<u>255</u>				<u>12,737</u>				
Net Other Income	<u>223,372</u>				<u>627,262</u>				
Net Income	67,914	(157,488)	225,402		(249,843)	(1,050,968)	801,125	24%	67,284

Not reconciled- report completed prior to
 receiving bank statements

	Nov 30, 21	Staff Comments Nov21 transactions	Nov 30, 20	\$ Change	% Change
ASSETS					
Current Assets					
Checking/Savings					
1010 - Treasury Cash					
1010.1 - Treasury Cash - General	192,420	Increase: Playtown Fire proceeds reimburse Gen Fund \$69k. Reimbr Gen Fund \$58k paid Nelson pool project invoices	655	191,765	29,277%
1010.2 - Treasury Cash - Reserve	347,494		302,494	45,000	15%
1010.3 - Treasury Admin Ins Proceeds	16,525	Xfer \$200k to Nelson Pool fund	216,525	-200,000	-92%
1010.4 - Treasury Ins Proceeds Playtown		0 Project completed xfer \$68k balance to Gen Fund reimburse for expenses related to fire not a fixed asset item	157,130	-157,130	-100%
1010.5 - Treasury Nelson Pool Funds	454,686	\$311k Impact Fees, \$200k Riverbend Ins Proceeds. Addtl \$189k will be xfer from Umpqua Loan fund	0	454,686	100%
Total 1010 - Treasury Cash	1,011,125		676,804	334,321	49%
1020 - Imprest Cash	1,000		519	481	93%
1030 - BofW - Merchant Acct.	42,070		19,391	22,679	117%
1031 - BofW Project INS PROCEEDS	304,152	settled Riverbend insurance claim: Splash pad insurance proceeds. Claim closed.	463,143	-158,991	-34%
1040 - Fund 2610 - BAD	35,426		39,626	-4,200	-11%
1050 - Impact Fees					
1051 - Impact - Parklands	499,475	Xfer \$250k to Nelson Pool fund	484,006	15,469	3%
1052 - Impact - Public Use	88,480		34,098	54,382	159%
1053 - Impact - Aquatics	56,336	Xfer \$61k to Nelson Pool fund	67,635	-11,299	-17%
Total 1050 - Impact Fees	644,291		585,739	58,552	10%
Total Checking/Savings	2,038,064		1,785,222	252,842	14%
Accounts Receivable	134,505		30,505	104,000	341%
Other Current Assets					
1302 - FEMA Riverbend Claim A/R	2,839		2,839	0	0%
1316 - Prepaid Expenses/Debt Interest	7,220		7,913	-693	-9%
1320 - Umpqua Bank Project Fund	188,856	allocated to Nelson Pool fund, xfer to post Dec21	188,856	0	0%
Total Other Current Assets	198,915		199,608	-693	-0%
Total Current Assets	2,371,484		2,015,335	356,149	18%
Fixed Assets					
1410 - Land	627,494		627,494	0	0%
1420 - Buildings & Improvements	16,429,398	Added: completed Playtown bathroom \$526k	15,029,020	1,400,378	9%
1430 - Equipment & Vehicles	1,828,859		1,150,139	678,720	59%
1440 - Construction in Progress					
1443 - CIP Riverbend Restoration RB99	0		986,027	-986,027	-100%
1448 - CIP Nelson SBF NE99	801,326		114,733	686,593	598%
1450 - CIP Feather River Trail FRT99	23,235		3,424	19,811	579%
1451 - CIP Playtown Bathroom Fire	0	Project completed moved to in service fixed assets \$526k	171,716	-171,716	-100%
Total 1440 - Construction in Progress	824,561		1,275,900	-451,339	-35%
1499 - Accumulated Depreciation	-6,165,308		-5,433,828	-731,480	-13%
Total Fixed Assets	13,545,004		12,648,725	896,279	7%
Other Assets	218,805		239,004	-20,199	-8%
TOTAL ASSETS	16,135,293		14,903,064	1,232,229	8%

Not reconciled- report completed prior to receiving bank statements

	Nov 30, 21	Staff Comments Nov21 transactions	Nov 30, 20	\$ Change	% Change
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable	72,121		45,787	26,334	58%
Credit Cards	6,156		1,673	4,483	268%
Other Current Liabilities					
2100 - Payroll Liabilities	97,212		46,958	50,254	107%
2400 - Deposits/Refunds to Customers	0		1,786	-1,786	-100%
2405 - Deferred Revenue	8,692		0	8,692	100%
Total Other Current Liabilities	105,904		48,744	57,160	117%
Total Current Liabilities	184,181		96,204	87,977	91%
Long Term Liabilities					
2954 - Ford Motor Vehicle Loan	25,270		39,358	-14,088	-36%
2955 - Umpqua Bank Tax Exempt Bond A	2,502,380		2,723,864	-221,484	-8%
2960 - Umpqua Bank Taxable Bond B	73,000		101,000	-28,000	-28%
2975 - GASB 68 CalPERS Liab Valuation	1,074,605		1,074,605	0	0%
Total Long Term Liabilities	3,675,255		3,938,827	-263,572	-7%
Total Liabilities	3,859,436		4,035,031	-175,595	-4%
Equity	12,275,856		10,868,033	1,407,823	13%
TOTAL LIABILITIES & EQUITY	16,135,292		14,903,064	1,232,228	8%

Feather River Recreation & Park District
Detail Fixed Asset & Bonds
As of November 30, 2021

	<u>Date</u>	<u>Source Name</u>	<u>Memo</u>	<u>Amount</u>	<u>Balance</u>
1010 - Treasury Cash					250,438
1010.3 - Treasury Admin Ins Proceeds					216,525
	11/30/2021	Transfer to Nelson Fund	TRANSFER RES JUL21 BOARD MTG SBF NELSON POOL MATCHING FUNDS	-200,000	16,525
Total 1010.3 - Treasury Admin Ins Proceeds				-200,000	16,525
1010.4 - Treasury Ins Proceeds Playtown					33,913
	11/03/2021	SDRMA	DEPOSIT PLAYTOWN INS PROCEEDS	42,496	76,409
	11/18/2021	ALPINE PORTABLE	PORTABLE TOILET RENTAL	-7,440	68,969
	11/30/2021	Project completed	TRANSFER TO GEN FUND REIMBRS PLAYTOWN EXPENSE	-68,968	1
Total 1010.4 - Treasury Ins Proceeds Playtown				-33,912	1
1010.5 - Treasury Nelson Pool Funds					0
	11/30/2021	Transfer from Impact Fees	TRANSFER Impact Funds RES 1973 -74 SBF NELSON POOL MATCHING FUNDS	311,000	311,000
	11/30/2021	Transfer from Riverbend Admin F	TRANSFER RES JUL21 BOARD MTG SBF NELSON POOL MATCHING FUNDS	200,000	511,000
	11/30/2021	Reimbr Gen Fund paid invoices	TRANSFER TO GEN FUND REIMBR INVOICES NELSON POOL PROJECT	-56,314	454,686
Total 1010.5 - Treasury Nelson Pool Funds				454,686	454,686
1031 - BofW Project INS PROCEEDS					290,257
	11/04/2021	NORTH STATE ELECTRIC & PL	REPAIR PUMP VANDALISM	-8,657	281,600
	11/08/2021	SDRMA	BOW RIIVERBEND FUND SDRMA ASPEN SPEC 7.5% APPORTIONMENT	22,553	304,153
Total 1031 - BofW Project INS PROCEEDS				13,896	304,153
1320 - Umpqua Bank Project Fund					188,856
Total 1320 - Umpqua Bank Project Fund					188,856
1410 - Land					627,494
1420 - Buildings & Improvements					15,903,777
	11/30/2021	Project completed	PLAYTOWN BATHROOM PROJECT COMPLETED: IN SERVICE NOV21	525,622	16,429,399
Total 1420 - Buildings & Improvements				525,622	16,429,399
1430 - Equipment & Vehicles					1,849,196
	11/01/2021	Sold disopose asset	GOVDEALS SURPLUS SALE HISUN UTV ASSET 5013 \$7999.30 VALUE/ACC DEPR	-7,999	1,841,197
	11/01/2021	Sold dispose asset	GOVDEALS SURPLUS SALE TORO WOOD CHIPPER ASSET 3439 \$12337.32 VALUE/ACC DEPR	-12,337	1,828,860
Total 1430 - Equipment & Vehicles				-20,336	1,828,860
1440 - Construction in Progress					1,350,157
1448 - CIP Nelson SBF NE99					801,326
Total 1448 - CIP Nelson SBF NE99					801,326
1450 - CIP Feather River Trail FRT99					23,210

	<u>Date</u>	<u>Source Name</u>	<u>Memo</u>	<u>Amount</u>	<u>Balance</u>
	11/05/2021	CARTER LAW OFFICE	SBF TRAIL PROJECT LEGAL	25	23,235
Total 1450 · CIP Feather River Trail FRT99				25	23,235
1451 · CIP Playtown Bathroom Fire					525,622
	11/30/2021	move to fixed assets	PLAYTOWN BATHROOM PROJECT COMPLETED: IN SERVICE NOV21	-525,622	0
Total 1451 · CIP Playtown Bathroom Fire				-525,622	0
Total 1440 · Construction in Progress				-525,597	824,561
2955 · Umpqua Bank Tax Exempt Bond A					-2,558,647
	11/01/2021	BANK OF NEW YORK MELLON 2015A PRINCIPAL PAYMENT		56,267	-2,502,380
Total 2955 · Umpqua Bank Tax Exempt Bond A				56,267	-2,502,380
2960 · Umpqua Bank Taxable Bond B					-80,000
	11/01/2021	BANK OF NEW YORK MELLON 2015B PRINCIPAL PAYMENT		7,000	-73,000
Total 2960 · Umpqua Bank Taxable Bond B				7,000	-73,000
9900 · Gain/(Loss) on Asset disposal					
	11/01/2021	Surplus sale	SOLD HISUN UTV ASSET 5013 \$7999.30 VALUE/ACC DEPR	2,725	2,725
	11/01/2021	Surplus sale	SOLD TORO WOOD CHIPPER ASSET 3439 \$12337.32 VALUE/ACC DEPR	2,875	5,600
Total 9900 · Gain/(Loss) on Asset disposal				5,600	5,600

Feather River Recreation & Park District
 Check Register
 November 2021

12:07 AM
 12/02/2021
 Accrual Basis

Date	Num	Name	Memo	Credit
11/04/2021	90211	HUMANA INSURANCE CO.	657103-001 OCT21 PREMIUMS	106.40
11/04/2021	90212	PREMIER ACCESS	1000548827 NOV21 PREMIUMS	1,207.29
11/04/2021	90213	BLUE SHIELD OF CALIFORNIA	4004625 NOV21 PREMIUMS	10,888.92
11/04/2021	90214	ALL THINGS CLEANING	PARKS RESTROOMS JANITORIAL	4,717.00
11/04/2021	90215	AT&T - CALNET	PHONE LINES	93.61
11/04/2021	90216	EWING	IRRIGATION	2,027.96
11/04/2021	90217	JACKSON'S GLASS	REPAIR BROKEN WINDOW SHOP	122.57
11/04/2021	90218	LES SCHWAB TIRES	BACKHOE TIRES	440.81
11/04/2021	90219	Normac	POOL REPAIR	788.86
11/04/2021	90220	P. G. & E.	7241369682-3 6/23/21-7/22/21	12,517.29
11/04/2021	90221	ROTO-ROOTER	PLUMBING	1,085.00
11/04/2021	90222	STREAMLINE ENGINEERING	NELSON POOL SBF ASSESSMENT	425.00
11/04/2021	90223	Valley Truck & Tractor, Inc.	PARTS	68.14
11/04/2021	90224	Williams Electric Company, Inc	ELETRICIAN SKATEPARK	4,656.50
11/04/2021	90225	CINTAS	JANITORIAL SUPPLIES ACT CENTER	111.12
11/04/2021	90226	WAL-MART CAPITAL ONE	STATEMENT 638691	15.16
11/04/2021	90227	ACCULARM SECURITY SYSTEMS	ADDED PLAYTOWN	2,692.78
11/04/2021	90228	ACCURATE PLUMBING	LEAK IN CEILING	678.12
11/04/2021	90229	City of Oroville	SEWAR RIVERBEND	1,987.68
11/04/2021	90230	COMCAST	Acct#8155600190189780 PHONE/INTERENT	539.52
11/04/2021	90231	Jimmy's Custom Trophies of Northern CA	YOUTH SPORTS AWARDS	297.69
11/04/2021	90232	Ray Morgan Co.	CARTRIDGE PRINTER/COPIER	72.61
11/04/2021	90233	SOUTH FEATHER WATER & POWER	007771-000	20.72
11/04/2021	90234	COMCAST	Acct# 8155 60 019 0233893	174.24
11/04/2021	90235	BANKCARD CENTER	STATEMENT 4607	881.97
11/04/2021	90236	BANKCARD CENTER	STATEMENT 6804	2,609.12
11/04/2021	90237	BRANDT, CLARENCE SONNY	BOD STIPEND	200.00
11/04/2021	90238	DELONG, SHANNON	BOD STIPEND	100.00
11/04/2021	90239	FOWLER, SCOTT KENT	BOD STIPEND	100.00
11/04/2021	90240	ROCCHI, STEVE	BOD STIPEND	200.00
11/04/2021	90241	THOMAS, DEVIN	BOD STIPEND	100.00
11/04/2021	90242-277	payroll	payroll	30,895.30
11/18/2021	90278	American Leak Detection	LEAK TEST PALERMO POOL	2,500.00
11/18/2021	90279	BANK OF NEW YORK MELLON	UMPQUA LOANS 2015a 2015b	84,926.01
11/18/2021	90280	BETTER DEAL EXCHANGE	Acct#701960	708.51
11/18/2021	90281	BRIGGS CAR CARE CENTER	2008 RAM 1500	161.94
11/18/2021	90282	CALF. WATER SERVICE	Acct 520857777 5/7/21-6/7/21	15,451.75
11/18/2021	90283	California Special Districts Association	ANNUAL MEMBERSHIP	7,615.00
11/18/2021	90284	D & G Sports Inc.	BEAM RECOVER	1,840.25
11/18/2021	90285	DAWSON OIL COMPANY	62765 FUEL	2,321.00
11/18/2021	90286	DEWEY PEST CONTROL	PLAYTOWN SQUIRREL ABATEMENT	3,200.00
11/18/2021	90287	FASTENAL	MISC SUPPLIES	96.12
11/18/2021	90288	FORD MOTOR CREDIT COMPANY LLC	LEASE 9423800 F250 2019	758.39
11/18/2021	90289	Golden Bear Alarms	QTRLY ALARM FBT	109.50
11/18/2021	90290	HOBBS PEST SOLUTIONS, INC.	PEST CONTROL ACT CENTER	125.00
11/18/2021	90291	HOME DEPOT	HOME DEPOT STATEMENT	1,966.92
11/18/2021	90292	Huntington's Sportsman's Store	CLOTHING ALLOWANCE MAINTENANCE	122.95
11/18/2021	90293	JC NELSON SUPPLY	JANITORIAL SUPPLIES	303.10
11/18/2021	90294	MAZES CONSULTING	IT SUPPORT/SUBSCRIPTIONS	1,245.67
11/18/2021	90295	MELTON DESIGN GROUP	PROJ MANAGER NELSON POOL SBF	661.50
11/18/2021	90296	RECOLOGY BUTTE COLUSA COUNTIES	TRASH	2,181.12
11/18/2021	90297	ROTO-ROOTER	PLUMBING	165.00
11/18/2021	90298	SHARP'S LOCKSMITHING	LOCKS PLAYTOWN	1,820.77
11/18/2021	90299	Slakey Bros. - Chico	TOILET SEAT	22.73
11/18/2021	90300	Staples	STAPLES STATEMENT 3721	113.16
11/18/2021	90301	Sunrise Environmental Scientific	JANITORIAL SUPPLIES	634.44
11/18/2021	90302	TWSD	4-112.01 WATER NELSON	2,035.44
11/18/2021	90303	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE/USAGE	705.90
11/18/2021	90304	VALENCIA, ESTELA.	EXPENSE REIMBR HOLIDAY	26.84
11/18/2021	90305	Valley Truck & Tractor, Inc.	BLOWER	574.43
11/18/2021	90306	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES GYM MEET	686.55
11/18/2021	90307	ALPINE PORTABLE TOILET SERVICE	PLAYTOWN PORTABLE TOILETS	7,440.00
11/18/2021	90308	BERG, LARRY.	GAS EXPENSE REIMBR	60.00
11/18/2021	90309	VOID	VOID CK 90309	0.00
11/18/2021	90310	Butte County Sheriff's Office	SHERIFF WORK CREW RIVERBEND	1,840.00
11/18/2021	90311	Chico CARD	LIFEGUARD	77.72
11/18/2021	90312	CITI CARDS	NOV21 STATEMENT	3,291.29
11/18/2021	90313	FP MAILING SOLUTIONS	POSTAGE MACHINE LEASE	103.92
11/18/2021	90314	Ray's General Hardware	MISC SUPPLIES	243.69
11/18/2021	90315	WAL-MART CAPITAL ONE	STATEMENT 638691	593.56
11/18/2021	90316	BURLESON, HARRY	INSTRUCTOR	286.00
11/18/2021	90317-391	payroll	payroll	30,804.98
11/18/2021	90335-372	voided checks	90335-372 void	0.00
TOTAL				258,642.53



FACILITY USE AGREEMENT
OROVILLE YOUTH SOCCER CLUB: 2022-2023

This Facility Use Agreement (the "Agreement") is executed on the date last set forth below opposite the parties' signatures by and between the Feather River Recreation & Park District ("District") and Oroville Youth Soccer Club, a California non-profit corporation ("Club") who desire to enter into this Agreement for the reservations, improvement, operation, and use by Club of three soccer fields (the "Fields") and concession stand (the "Stand") located at Riverbend Park, owned by the District and therefore agree as follows:

Use of Fields. Among all users of the Fields, Club shall have the priority to reserve and use the Fields for the period from August 15th to November 30th of years 2022 and 2023. Each year, Club shall submit to District a full and complete schedule of its intended uses (including times and dates of practices and games) of the Fields by September 1st. Once approved by the District, this schedule shall entitle Club to use of the Fields during the dates and time indicated therein. All changes, deletions and additions to a previously approved schedule shall be submitted to District as soon as possible and no later than two weeks prior to any desired change for District's approval, and once so approved, a new schedule shall be adopted by the parties.

No other request for use of Fields during the Club season by any other organization, agency, or group shall be honored between August 15th and November 30th of each year which will interfere with the scheduled use of the fields by the Club. All other users of the fields during the regular Club season shall be secondary to the Club. If a conflict of use arises, Club shall have priority in accordance with its schedule approved by District.

Use of Stand. During the term hereof, Club shall have exclusive use of the Stand. Club agrees that it shall not utilize the Stand for serving any food or beverage until such time as it

has obtained appropriate Health Department permits for such use. The Stand shall be maintained in good order and condition by the Club. District may use the Stand with the approval of the Club. If District desires to use the Stand, a schedule must be submitted at least two weeks in advance to the Club for its intended use.

Use of Parking Lot. All vehicles must stay within paved parking areas and are not authorized on fields. Parking lot closures of any kind are not permitted. During the season, Club shall supply a 4-yard trash receptacle and place the container in the east parking lot (see Exhibit A). If requested, Club agrees to relocate said container within one week upon receiving notice from the District.

Maintenance Standards. During the season, Club agrees to maintain the Fields and Stand in accordance with the maintenance standards as described in Exhibit B. Club shall provide all materials, supplies, labor and equipment necessary to accomplish said maintenance at no expense to the District. A site inspection by District and Club representatives shall be completed at the end and beginning of each season to communicate areas of concern. To assure that the facilities are kept in good and safe condition for players and spectators, Club shall immediately notify District upon its discovery of any such hazardous conditions affecting the Fields or the Stand and shall remove or remedy such condition.

Alterations, Additions & Improvements. Club agrees that should it desire to make any alterations or improvements to any facilities within Riverbend Park, it shall first obtain the written consent of District therefor. Complete plans and specifications for all such alterations and improvements shall be submitted to District for approval prior to any said item being installed or erected. Any such alteration or improvement shall become property of the District upon expiration hereof, and be in accordance with all applicable Federal, State, and local laws and ordinances.

Compliance. Club agrees to comply with all federal, state, or local laws or ordinances during its use, operation, maintenance and/or improvement of Fields and Stand. Club may not authorize use of facilities, charge related fees, or contract with any other individual or organization to access the site.

Payment. In consideration for its right to use the Fields and Stand, Club agrees to pay District annual rental fees of \$2,250.00 (the "Fee") by September 30th. In addition, Club agrees that all profits earned through the operation of the Stand shall be utilized to maintain or improve the Fields and Stand in accordance with the terms of this agreement. District may request documentation relating to the operation of the Stand including income and expenses, as well as all documentation regarding and expenditures for maintenance or improvements pertaining to the Fields and Stand. Club shall supply documentation within 30 days of the original request.

Insurance. Club shall obtain and maintain during the term of the Agreement at its sole cost a commercial general liability policy with liability and property damage coverage of not less than \$1,000,000.00 single occurrence and \$3,000,000.00 combined occurrences with an insurance company approved by District. Such policy shall name District as an additional insured and shall provide the written notice to District shall be given by the insurer before any change or termination of coverage occurs. A certified copy of such liability policy shall be given to District immediately upon execution hereof and thereafter upon annual renewal of the policy.

Additionally, in the event that Club hires any employee or engages or allows any volunteer to perform any or all of its obligations under the Agreement, it will provide the District with a certified copy of a Worker's Compensation Insurance policy insuring such employee prior to hiring such employee or engaging or allowing any such volunteer to perform such work showing coverage for such employee and/or volunteer.

Mutual Indemnity. Each party (the "Indemnitor") shall indemnify, hold harmless and defend the other party and its officers, directors, employees and agents (collectively, the "Indemnitee") from any and all damages, costs or expenses that the Indemnitee may at any time suffer because of damage to property or death or injury to persons received or suffered by reason of the Indemnitor's use and maintenance of the Fields and/or the Stand. This indemnity shall include any and all environmental claims that may be brought during and after the term of this Agreement. In the event the Indemnitor or Indemnitee is named as a defendant in any action or claim, such party may request that the other party indemnify and defend it at its sole cost and expenses. In the event that either party elects to represent itself: such party shall be permitted to defend or prosecute any and all claims of indemnity, contribution, or reimbursement under California law.

Conditions of Default. Every requirement to be kept and performed by Club shall be an express condition to the continued existence of Club rights herein. In the event Club refuses or otherwise fails to remedy, correct, or otherwise comply with such conditions mentioned in any notice of default within seven days after receipt thereof, the District shall, at its sole option, have the right to declare this Agreement terminated by giving written notice thereof to Club.

Surrender. Within three weeks following the end of Club's season, Club shall vacate the fields and leave any and all affixed improvements located thereon and leave the building structures and grounds in reasonably good condition similar to their condition at the commencement of this agreement, ordinary wear and tear excepted, and remove from the premises all temporary structures, signs or equipment such as billboards, temporary structures, signs or equipment, such as billboards and temporary storage.

Executed. Agreement signed in Oroville, California on the dates set forth below.

DISTRICT:

Feather River Recreation and Park District

_____ Date _____
Shawn Rohrbacker, General Manager

_____ Date _____
Steven Rocchi, Board Chair

CLUB:

Oroville Youth Soccer Club

_____ Date _____
Rick Wulbern, President

DRAFT



EXHIBIT "A"

Riverbend Park. Concession Stand and 3 Soccer Fields.





EXHIBIT "B"

Riverbend Park: Concession Stand and 3 Soccer Fields.

Oroville Youth Soccer Club

1. Field Maintenance

- a. Weeds and other unwanted vegetation shall be removed from field areas at the beginning and middle of the season.
- b. Fields shall be inspected for holes, depressions and other hazards and repaired as required for safety.
- c. All field preparation shall be done by Oroville Youth Soccer Club and shall be their sole responsibility. Recommended procedures include lining of fields and removing debris and other hazardous objects (including broken glass) from the fields, parking lots and adjacent areas.
- d. A concerted effort shall be made by Oroville Youth Soccer Club organization to do a thorough job of litter removal prior to the scheduled mowing day, to enable the mower operator to do an efficient job of mowing.
- e. Oroville Youth Soccer Club shall provide a 4-yard trash receptacle for its use during the season and shall arrange to have it dumped weekly by a refuse disposal service.

2. Stand Maintenance

- a. Oroville Soccer shall maintain the Concession Stand in a clean, safe, and aesthetically pleasing condition. All trash and/or debris shall be removed daily.
- b. The exterior paint color of the Concession Stand shall be approved by the District prior to each application.

Feather River Recreation and Park District

1. Field Maintenance

- a. Fence lines, around trees, structures, and other tight areas where the field mower cannot reach, shall be treated with herbicides with sufficient frequency to prohibit the growth of unwanted vegetation on a year-round basis.
- b. Field turf areas and adjacent areas accessible by the large field mower shall be mowed at a height best suited for the turf species and type of use and at a frequency sufficient so as not to remove more than one-half (1/2) of the blade height in one cutting. (A minimum of once per week during the active growing season.)
- c. Field and adjacent areas shall be irrigated sufficiently to maintain uniform green color throughout the season with the exception of those fields containing grasses which go dormant during the winter months.
- d. Irrigation systems shall be maintained in good repair and proper working order. Programming of controllers shall be the responsibility of the District.
- e. Fields shall be fertilized at least once per year with a balanced fertilizer at not less than one pound nitrogen per 1000 sq. feet per application.
- f. Weed control shall be conducted by the District post season, in accordance with its policies.

2. Stand Maintenance

- a. The District shall be permitted to periodically inspect the facility and the Concession Stand and submit reports to Oroville Youth Soccer Club.
- b. The District shall maintain and provide daily cleanup of the restrooms at Riverbend Park. Adequate paper supplies shall be provided by the District.



STAFF REPORT

DATE: December 14, 2021
TO: FRRPD Board of Directors
FROM: Shawn Rohrbacker, General Manager
RE: Insurance Coverage Provider Review

SUMMARY

In an effort to ensure that the District's insurance remains competitive and to maintain fiscal responsibility, Staff has researched and requested a quote from California Association for Park and Recreation Indemnity (CAPRI). Staff received a quotation for FY21-22 from CAPRI in July 2021.

CAPRI has specialized in recreation and park district insurance coverages for over 30 years. Their experience and expertise make them an attractive alternative to our current coverage provider. In addition to insurance, CAPRI also provides many services including:

- year-round trainings and educational opportunities
- workers' compensation coverage for volunteers at no additional cost
- on-site risk management reviews
- access to loss control services for free or at a negotiated reduced cost
- access to a menu of forms, templates, and manuals specific to recreation and park districts.

As the Board is aware, the District currently obtains Workers' Compensation, General Liability, and Property coverage through SDRMA. This has been in place since 2014. The table below provides a high-level summary of the annual insurance costs.

Coverage	SDRMA FY 21-22	CAPRI Quote FY 21-22	Difference/Savings
Workers' Compensation	\$44,307.95	\$46,700	\$(2,392.05)
General Liability/Property	\$171,083.08	\$91,800	\$79,283.08
Total	\$215,391.03	\$138,500	\$76,891.03

Staff will be prepared to discuss in greater detail at the meeting.

Recommendation:

Staff recommends moving forward with mid-year notice to withdraw from Workers' Compensation, General Liability, and Property coverage through SDRMA and directing Staff to take those steps necessary to obtain coverage through CAPRI beginning July 1, 2022, for FY22-23.

Financial Impact:

Moving the District's Workers' Compensation, General Liability, and Property coverage to CAPRI will result in a cost savings of \$76,891.03. Should the Board elect to change coverage mid-year for FY21-22, the quoted amounts from CAPRI would be prorated based upon the effective date.

Attachments:

- CAPRI Quotation FY 21-22
- CAPRI Program Coverage Breakdown FY 21-22



CAPRI's Major Program Coverages:

Workers' Compensation Program – Coverage Breakdown is as follows

- Statutory Workers' Compensation Limits
- \$0 Member Deductible
- Volunteers covered at no additional cost with Resolution in place

CAPRI maintains a \$350,000 Self-Insured Retention

Liability Program – Coverage Breakdown is as follows

Coverage Type	Limit	Deductible
General Liability	\$25M	\$0
Employment Liability	\$25M	\$20k / \$5k*
Public Officials Errors and Omissions	\$25M	\$0
Auto Liability	\$25M	\$0
Volunteer Liability	\$25M	\$0

*EPL loss deductible is \$20k and may be reduced to \$5k when counsel is consulted.

Property Program – Coverage Breakdown is as follows

Coverage Type	Limit	Deductible
All-Risk	\$1B per occurrence	\$2k per occurrence
Boiler and Machinery	\$100M per occurrence	\$2k per occurrence
Earthquake	\$5M annual agg.	the greater of \$50k OR 5% of the building/contents/structure value
Flood	\$10M per occurrence / annual agg.	\$50k
Wildfire	\$1B	CAPRI covers to \$150K, then CAPRI covers from \$5M to limits
Pollution Liability	\$2M / \$25M annual agg.	\$2k per occurrence
Auto Physical Damage	\$1B per occurrence	\$2k per occurrence
Personal Property	\$800M per occurrence	\$2k per occurrence
Business Interruption	\$100M per occurrence	\$2k per occurrence
Course of Construction	\$25M per occurrence	\$2k Per occurrence

This information is provided as a general description only, and is not intended to supersede specific policy documents. In the event of a conflict in language, the policy(s) will be the controlling document.



CAPRI's Other Coverages:

Crime Program (included at no additional cost in GL/Property coverage)

- Coverage for:
 - employee theft
 - computer fraud
 - forgery or alteration
 - funds transfer fraud
 - theft of money and securities
 - money orders and counterfeit paper currency
 - robbery and burglary
- \$1M limit
- \$0 Member Deductible

Identity Fraud Expense Reimbursement Program (included at no additional cost in GL/Property coverage)

- \$25k limit
- \$0 Member Deductible

Employee Health & Ancillary Benefits

- Health
- Dental
- Vision
- AD&D
- EAP

**Supplemental coverages are available upon request.



1075 Creekside Ridge Drive
Suite 240
Roseville, CA 95678

Phone: (916) 722-5550
Fax: (916) 722-5715
Website: capri-jpa.org

July 16, 2021

Mr. Shawn Rohrbacker
Feather River Recreation & Park District
1875 Feather River Blvd.
Oroville, CA 95965
Email: shawn@frrpd.com

VIA EMAIL ONLY

RE: CAPRI Quotations – WC & GL/Property Programs

Dear Mr. Rohrbacker:

On behalf of the Board of Directors for California Association for Park & Recreation Indemnity (hereinafter “CAPRI”), thank you again for the opportunity to provide Feather River Recreation & Park District (hereinafter as “FRRPD” or “the District”) with a quotation for our General Liability & Property and Workers’ Compensation programs. For over thirty years, CAPRI has specialized in recreation and park district insurance coverages and we believe our experience and expertise set us apart. We are confident that our programs offer the highest level of protection and service at the lowest possible rates.

After review of the District’s application, we are happy to present FRRPD with the below quotations. Valid for ninety (90) days from the date of this letter, the following quotation represents twelve (12) months of coverage and is subject to verification and final underwriting review as well as approval by the CAPRI Board of Directors. Coverage bound mid-year will be prorated based upon the effective dates. Please note that the quotes provided in this letter do not reflect any potential discounts the District will be immediately eligible to earn. CAPRI discounts can help members reduce future contributions each year by up to 10% off of your total premiums.

CAPRI Workers’ Compensation Program Quotation

Before addressing the quote, we wanted to provide some background as to how we reach this calculation for our members. CAPRI’s Workers’ Compensation program for 2021-2022 establishes rates based upon classification codes as defined by the Workers’ Compensation Insurance Rating Bureau. The calculation then considers an adjustment for the Program’s claim costs, determined by an annual actuarial analysis, as well as the costs of program administration. CAPRI also utilizes its own proprietary experience modification factor formula specifically intended to stabilize year-to-year premiums while also most accurately reflecting each members’ loss history relative to its size. After considering the class code estimates and the members’ experience modification factor, CAPRI then also confirms all earned discounts before finally arriving at a member contribution total.

Mr. Shawn Rohrbacker
 c/o Feather River Recreation & Park District
 July 16, 2021
 Page 2 of 4

We would be remiss if we did not mention a few of the services we provide that help keep our WC member premiums as low as possible. CAPRI offers its members **year-round trainings and educational opportunities** for which members earn premium discounts through their participation.

The District would also be added to CAPRI's District Visit Cycle and be able to take advantage of CAPRI's regular **on-site risk management review** that helps CAPRI members protect their assets and stay apprised of new and emerging trends in the industry. FRRPD would also be eligible to take advantage of our **workers' compensation coverage for volunteers** at no additional cost.

Membership in CAPRI also entitles the District to access to CAPRI's new Member Portal which houses all coverage-related materials in addition to a number of **forms and templates specific to recreation and park districts**.

CAPRI's goal is to provide high value to our members while keeping costs as low as possible. The above items represent just a few of the services available to CAPRI member districts. Together with our industry expertise, high level of service, and proactive claims management, we are confident that CAPRI will be able to serve your agency well.

Now, having said all that and in consideration of the payroll estimate of \$1,110,000 provided by the District, CAPRI's Workers' Compensation quotation for 2021-2022 is as follows:

<p>Workers' Compensation Quotation: Coverage Period: July 1, 2021 – June 30, 2022</p> <p>Total Estimated WC Contribution: \$46,700</p>
--

Again, this proposed quotation does not account for potential discounts which your District would be eligible to earn in our programs. If you have any questions regarding this quotation, please feel free to reach out to our office.

CAPRI General Liability & Property Quotation

The liability and property insurance sector is currently in a hard market cycle that is the result of rising litigation costs and jury verdicts as well as unprecedented natural disasters all over the nation. However, through diligent fiscal management and responsible risk mitigation strategies, CAPRI has been able to weather this market trend and ensure the continuous availability of comprehensive coverage at the lowest possible cost.

As with the WC quotation, we would like to address the methodology of our premium calculations. For liability and property, we account for all of the District's improvements and insured properties as well as the number of insured vehicles and the District's total payroll. We also consider each members' individual loss history, weighted relative to each district's size, but also capping the value of large losses in our formula. This is done to stabilize member premiums and prevent one significant loss event from substantially affecting our district's loss histories. Using all of that data, CAPRI then also confirms all earned discounts before arriving at a member contribution total.

Mr. Shawn Rohrbacker
 c/o Feather River Recreation & Park District
 July 16, 2021
 Page 3 of 4

Supplementing the coverages are additional risk management tools that help members avoid costly liability and property claims. CAPRI offers its members several free loss control services including training and **no-cost attorney consultations** with respect to HR matters. Those members that take advantage of these trainings are entitled to receive premium discounts which, when coupled with the CAPRI multi-program Loyalty Discount.

As referenced above, membership in CAPRI also entitles the District to complimentary **on-site risk management reviews** in our District Visit program and access to CAPRI's new Member Portal which houses all coverage-related materials in addition to a number of **forms and templates specific to recreation and park districts**.

Based upon the list of insured properties and other records provided by FRRPD, CAPRI's General Liability & Property quotation for 2021-2022 is as follows:

General Liability & Property Quotation:
 Coverage Period: July 1, 2021 – June 30, 2022

Total Estimated GL/Prop Contribution: \$91,800

Again, this proposed quotation does not account for potential discounts which your District would be eligible to earn in our programs. If you have any questions regarding this quotation, please feel free to reach out to our office.

Summary & Next Steps

In conclusion, CAPRI's quotation can be summarized as follows.

Total Estimated WC Contribution: \$46,700

Total Estimated GL/Prop Contribution: \$91,800

NET CONTRIBUTION: \$138,500

As noted above, members that participate in both core programs are eligible for up to 8% off their total pure premiums due to the CAPRI Loyalty Discount. If the District elected to move forward with CAPRI, you would be immediately eligible for this discount and be able to further reduce the total net insurance premiums. Thereafter, your participation in CAPRI trainings will allow FRRPD to further reduce its costs.

Additionally, enclosed you will find a summary of CAPRI's coverage breakdowns for all of its programs. As you will see, our coverages are comprehensive and include many components not otherwise found in other programs since our policies are written for recreation and park districts, specifically.

Mr. Shawn Rohrbacker
c/o Feather River Recreation & Park District
July 16, 2021
Page 4 of 4

As far as next steps, in order to bind coverage, we would need the some additional information to move forward. We can assist with the preparation, compilation, and completion of all of the following:

- Submission of application for Membership to CARPD
- Adoption of a Resolution by the District Board of Directors authorizing execution of CAPRI's Joint Powers Agreement and agreeing to membership for an initial 3-year commitment.
- Execution and delivery of the CAPRI Joint Powers Agreement
- Adoption of the Resolution and Approval of the State Application for a Certificate to Self-Insure by the District
- Completion of State Application for a Certificate to Self-Insure by the District
- Certain Loss History documentation for underwriting review and approval

If you have any questions, please feel free to contact our office at any time. We look forward to hearing back from you and hope to have FRRPD join our membership soon!

Sincerely,



Matthew Duarte
Executive Director

enclosure



STAFF REPORT

DATE: December 14, 2021
TO: FRRPD Board of Directors
FROM: Shawn Rohrbacker, General Manager
RE: PG&E Energy Efficiency Financing for Retrofit Projects

SUMMARY

Attached are contract agreements for the installation of energy saving LED lights at Riverbend and Palermo Parks. The cost of the installation is covered through the PG&E Energy Efficiency Financing program first introduced to the FRRPD at the December 2020 board meeting. Also attached are energy audits outlining the project timeline and savings. It will take about 6 years to see the energy savings at Riverbend Park and will total \$9,331.36 a year in savings. Palermo Park is estimated to take 5 years and provide \$1,684.06 a year in energy savings. The two projects together will also total \$45,803.13 in bulb replacement savings over the 12-year life of the LED lights. The pole mounted lights at both parks are currently in need of replacement and the LED lights will provide a brighter, cleaner light.

There is no cost to FRRPD for the installation of the lights. The projects are paid for by the monthly energy savings. For example, if FRRPD was paying \$1,000 per month for electricity at a park and the energy savings was \$100 a month after installing the upgraded lighting, PG&E will reduce the monthly energy bill from \$1,000 down to \$900 and then add the \$100 back to the monthly bill to pay for the project. So, the monthly bill would stay at \$1,000, just like FRRPD is paying now. Instead of seeing a monthly reduction in billing from the upgraded LED lighting, that reduction will be used for paying the project on a monthly basis. This is a fixed rate on each bill at 0% interest with no balloon payment and no prepayment penalty. Once paid off FRRPD will realize the full energy savings.

EcoGreen Solutions front the whole cost of the project start to finish and are paid after the installation by PG&E. EcoGreen Solutions is an energy services company and trade professional partner & authorized agent with multiple utilities across the U.S. specializing in helping companies leverage these types of utility company programs to take advantage of all rebates, incentives & financing available. Their clients include the State of California Department of General Services, the Office of Sustainability, Department of Education, CalFire, CalTrans, the DMV, Fairgrounds in Glenn, Merced, Contra Costa, Humboldt, Orange and San Diego Counties and many other Parks and Recreation Districts. They manage about 80% of the projects that PG&E has set up for this retrofit program.

Recommendation:

Direct the General Manager to execute the attached Loan Agreements with PG&E for energy efficient lighting improvements and energy savings at Riverbend and Palermo Parks.



Together, Building
a Better California

Pacific Gas and Electric Company

Energy Efficiency Financing



Zero-interest financing for business customers

Energy efficiency upgrades are a great way for businesses to lower their energy use and reduce monthly bills. PG&E can help you make facility improvements without high interest costs.

What is Energy Efficiency Financing?

- The Energy Efficiency Retrofit Loan Program, also known as Energy Efficiency Financing (EEF), helps eligible customers pay for energy efficiency retrofit projects with zero interest, zero penalty loans.
- The program works in conjunction with PG&E's energy efficiency rebate and incentive programs by eliminating up-front costs.
- Under the EEF program, PG&E offers two products: On-Bill Financing (OBF) and On-Bill Financing with rebates (OBF with rebates).
- After project completion, PG&E will lend the money for the retrofit, and the customer will pay the loan—interest free—through a line-item on their monthly utility bill.

Program benefits for business customers:

- Financing from \$5,000 to \$250,000 of the project cost, after incentives
- Loan terms up to ten years
- Zero interest
- No minimum credit requirements
- Loan repayment is based on projected energy savings

How much can be borrowed?

- Non-residential customers may qualify for loans between **\$5,000 and \$250,000 per premises**, with loan periods of **up to 120 months***.
- Loans up to **\$4,000,000 per premises** may be available for projects where a unique opportunity to capture large energy savings exists.*
- Loan **funds must be used to purchase and install** qualifying energy efficient equipment.

What kinds of projects are eligible?

Financing is available to fund many energy efficient technology upgrades, including LED lighting, refrigeration, HVAC, food service and LED streetlight projects. To qualify, a project's total cost savings must be sufficient to repay the loan within the maximum loan term limits.

Customers may install the equipment themselves or hire a contractor to perform the work. PG&E may need to inspect the site before the old equipment is removed and may perform another inspection upon project completion.



How is the loan term calculated?

To qualify for financing through the Energy Efficiency Financing Program, a project's estimated energy savings must be sufficient to repay the loan during the maximum allowable payment term. The monthly payment is calculated based on estimated monthly energy savings.

For example:

	OBF	OBF with rebate
Project Cost	\$10,000	\$10,000
Energy Efficiency rebates and/or incentives	\$0	(\$2,500)
Loan Amount	\$10,000	\$7,500
Estimated energy savings from retrofit	\$300	\$300
Monthly loan installment billed on PG&E utility bill	\$300	\$300
Loan Term (simple payback period)	34 months	25 months

If a business customer closes a PG&E account before the loan term ends—for example if a business closes or moves to a new location—the business must pay off its loan balance when the final bill is settled.

Does your business or agency qualify?

Before beginning your retrofit project, contact PG&E to make sure your energy efficiency upgrades qualify for Energy Efficiency Financing. To be eligible, customers must have a PG&E account that has been continuously active for the past 24 months and has been in good standing for the past 12 months. Business customers are also subject to a payment history screening.

Next Steps

To find out more information about the Energy Efficiency Financing Program and to check your eligibility, contact your PG&E Account Manager through the Business Customer Service Center at 1-800 468 4743, or visit pge.com/eef.

*The sum of the loan amounts for each customer premises shall not exceed two hundred and fifty thousand dollars (\$250,000) except where, in PG&E's sole opinion, unique opportunities to capture large energy savings exist and all other OBF loan program terms will be met, the sum of the loan amounts may exceed two hundred fifty thousand dollars (\$250,000) up to a maximum of four million dollars (\$4,000,000).

"PG&E" refers to Pacific Gas and Electric Company, a subsidiary of PG&E Corporation. ©2019 Pacific Gas and Electric Company. All rights reserved. Energy Efficiency Financing is provided to eligible PG&E customers on a first-come, first-served basis until program funds are no longer available. These offerings are funded by California utility customers and administered by PG&E under the auspices of the California Public Utilities Commission. April 2019 CLB-0419-1036

ENERGY AUDIT

FEATHER RIVER PARK & RECREATION EcoGreen Sales Rep: Jay Langner

Feather River Park & Rec District - Riverbend Park
 1 SALMON RUN RD UNIT A
 Oroville, CA, 95965

Customer Contact: Shawn Rohrbaker
 Title of Contact: General Manager
 Customer Phone: 530-533-2011
 Customer Email: shawn@frpd.com

Approx. Building Size 1,350 SF
 Energy Rate \$ 0.28 /kWh
 Interest Rate 0%



EXISTING				Location		Suggested Replacements					Savings		
Existing	Watts/Fix	# of Fixtures	Existing Operating Hours-Day / Yr.	Building/Zone	Room/Area	Suggested Replacement	Watts/Fix	# of Fixtures	# of Lamps	Watts/bulbs Saved	Usage Saved	KWh Saved	Annual Savings
LED 4ft linear	w	1	6.7 7 / 2447	main	salmon pavillion	Skip	w	1		w			
LED 4ft linear	w	4	6.7 7 / 2447	main	eagle point pavillion	Skip	w	4		w			
LED 4ft linear	w	4	6.7 7 / 2447	main	bear rock pavillion	Skip	w	4		w			
LED 4ft linear	w	1	6.7 7 / 2447	main	little bear pavillion	Skip	w	1		w			
LED 4ft linear	w	2	6.7 7 / 2447	main	snack bar restroom	Skip	w	2		w			
LED flood	w	3	6.7 7 / 2447	main	snack bar bldg	Skip	w	3		w			
LED flood	w	3	6.7 7 / 2447	hill restroom bldg	ext	Skip	w	3		w			
LED wp	w	4	6.7 7 / 2447	main	restroom	Skip	w	4		w			
4ft linear w218	59 w	2	6.7 7 / 2447	main	snack bar	LED 4' Linear Fixture, 4000K, UNV, SMT	16.1 w	2	2	86 w	72.7%	209.94	\$58.62
4ft linear w418	112 w	4	6.7 7 / 2447	main	snack bar	LED 4' Linear Fixture, 4000K, UNV, SMT	30.2 w	4	4	327 w	73.0%	800.62	\$223.53
dec al w1 mh	458 w	37	6.7 7 / 2447	main	open area	LED Retro Plate, 4000K, UNV	100 w	37	37	13,246 w	78.2%	32,411.47	\$9,049.21
	w		/			ICP Project Development/Engineering Certification	w			w			
	w		/				w			w			
	w		/				w			w			
Totals		65	Ave: 2447				w	65		13,659 w	78.0%	33,422.03	\$9,331.36

13,659	Estimated Watts Saved	Total Project Cost	\$55,870.40	Approximate Energy Savings Per Month	\$777.61
33,422	Estimated Annual kWh Saved	Total After Rebate/Incentive Project Cost	\$55,870.40	Estimated Energy Savings Per Year	\$9,331.36
4.0	Estimated Avg Annual Res Powered by Savings	****Estimated Program Payback Period Yrs.	5.99	**Estimated Total Savings Over 5 Years	\$52,601.73
25	Estimated Annual CO2 Savings (MT)			** Estimated Total Savings After 10 Years	\$122,994.72
287,349	Estimated Btu Savings Per Month			Estimated Energy Rebate	\$0.00
78.0%	Estimated Average Electrical Savings			Estimated IRS Tax Deduction 179D Available	\$810.00
				***Estimated Federal Tax Savings	\$283.50
5.99	Estimated Payback Period Yrs. - No Rebates, Tax Deductions or Bulb Replacement Savings			Estimated Bulb Replacement Savings Per Year	\$242.75
5.81	Estimated Payback Period Yrs. Fully Comprehensive^			^^ Estimated Bulb Replacement Savings Per Avg. Est. Life of LED	\$40,678.87

*** Based on IRS 179D Deduction @ 35% federal tax rate

****Program Payback Period Yrs. = (Total Project Cost - Available Program Rebates or Incentives) / Estimated \$ Saved per Year

^Payback Period Yrs. = (Total Project Cost - Available Rebate or Incentive - Tax Savings) / (Estimated Savings Per Year + Bulb Replacement Savings Per Yr.)

^^Based on industry standard LED lifespan of 50,000 hrs.

NOTE: Attached calculations do not include depreciation deduction for project cost.

*Payment is based on a 5.99 year loan at 0% interest OAC, actual may vary.

** Reflects energy savings per year increasing at industry standard 6% per year + Bulb Replacement

ENERGY AUDIT

FEATHER RIVER PARK & RECREATION EcoGreen Sales Rep: Jay Langner
 Feather River Recreation & Park District - Palermo Park
 500 Montgomery St
 Oroville, CA, 95965
 Acct: 724139100, SAID: 7241369327

Customer Contact: Shawn Rohrbaker
 Title of Contact: General Manager
 Customer Phone: 530-533-2011
 Customer Email: shawn@frprd.com

Approx. Building Size 475 SF
 Energy Rate \$ 0.26 /kWh
 Interest Rate 0%



EXISTING				Location		Suggested Replacements					Savings		
Existing	Watts/Fix	# of Fixtures	Existing Operating Hours-Day / Yr.	Building/Zone	Room/Area	Suggested Replacement	Watts/Fix	# of Fixtures	# of Lamps	Watts/bulbs Saved	Usage Saved	KWh Saved	Annual Savings
LED 4ft linear	w	2	12 7 / 4380	main	pool room		w	2		w			
LED wp	w	2	12 7 / 4380	main	restroom		w	2		w			
lb w1 cfl	33 w	1	12 7 / 4380	main	pump room	LED A19, 4100K, 120v	6 w	1	1	27 w	61.8%	118.26	\$30.29
lb w1 cfl	33 w	1	12 7 / 4380	main	pool area	LED A19, 4100K, 120v	6 w	1	1	27 w	61.8%	118.26	\$30.29
4ft linear w28	59 w	2	12 7 / 4380	main	pool room storage	4 T8 LED Tube Double Ended Bypass(Type B), 4000K, UNV	24 w	2	4	70 w	58.3%	306.60	\$78.54
wp w1tps	95 w	2	12 7 / 4380	main	gazebo	LED Walpack, 5000K, UNV, PH	24 w	2	2	142 w	74.7%	621.96	\$159.32
pot light w1mh	295 w	1	12 7 / 4380	main	restroom	LED Area Light, 5000K, UNV, PH w/ Slip Fitter	70 w	1	1	225 w	76.3%	985.50	\$252.44
pot light w1mh	295 w	2	12 7 / 4380	main	park area	LED Area Light, 5000K, UNV, PH w/ Slip Fitter	70 w	2	2	450 w	76.3%	1,971.00	\$504.88
pot light w1mh	295 w	2	12 7 / 4380	main	pool area	LED Area Light, 5000K, UNV, PH w/ Slip Fitter	70 w	2	2	450 w	76.3%	1,971.00	\$504.88
pot lamp w1mh	95 w	2	12 7 / 4380	pool	restroom	LED Area Light, 5000K, UNV, PH w/ Slip Fitter	40 w	2	2	110 w	57.9%	481.80	\$123.42
	w		/			ICP Project Development/Engineering Certification	w			w			
	w		/				w			w			
	w		/				w			w			
	w		/				w			w			
	w		/				w			w			

ENERGY AUDIT

FEATHER RIVER PARK & RECREATION

EcoGreen Sales Rep: Jay Langner

Feather River Recreation & Park District - Palermo Park
 500 Montgomery St
 Orville, CA 95965
 Acct: 724139100, SAID: 7241369327

Customer Contact: Shawn Rohrbaker
 Title of Contact: General Manager
 Customer Phone: 530-533-2011
 Customer Email: shawn@frpd.com

Approx. Building Size 475 SF
 Energy Rate \$ 0.26 /kWh
 Interest Rate 0%



In Reference to Quote # 800502

EXISTING				Location		Suggested Replacements				Savings			
Existing	Watts/ Fix	# of Fixtures	Existing Operating Hours-Day / Yr.	Building/Zone	Room/Area	Suggested Replacement	Watts/Fix	# of Fixtures	# of Lamps	Watts/bulbs Saved	Usage Saved	kWh Saved	Annual Savings
Totals		17	Ave: 4380				w	17		1,501 w	73.6%	6,574.38	\$1,684.06
1,501	Estimated Watts Saved			Total Project Cost		\$7,993.79	Approximate Energy Savings Per Month				\$140.34		
6,574	Estimated Annual kWh Saved			Total After Rebate/Incentive Project Cost		\$7,993.79	Estimated Energy Savings Per Year				\$1,684.06		
0.8	Estimated Avg Annual Res Powered by Savings			****Estimated Program Payback Period Yrs.		4.75	**Estimated Total Savings Over 5 Years				\$9,493.22		
5	Estimated Annual CO2 Savings (MT)			** Estimated Total Savings After 10 Years				\$22,197.28					
-	Estimated Btu Savings Per Month			Estimated Energy Rebate				\$0.00					
73.6%	Estimated Average Electrical Savings			Estimated IRS Tax Deduction 179D Available				\$285.00					
4.75	Estimated Payback Period Yrs. - No Rebates, Tax Deductions or Bulb Replacement Savings			***Estimated Federal Tax Savings				\$99.75					
4.26	Estimated Payback Period Yrs. Fully Comprehensive^			Estimated Bulb Replacement Savings Per Year				\$167.38					
				^^ Estimated Bulb Replacement Savings Per Avg. Est. Life of LED				\$5,124.26					

*** Based on IRS 179D Deduction @ 35% federal tax rate

****Program Payback Period Yrs. = (Total Project Cost - Available Program Rebates or Incentives) / Estimated \$ Saved per Year

^Payback Period Yrs. = (Total Project Cost - Available Rebate or Incentive - Tax Savings) / (Estimated Savings Per Year + Bulb Replacement Savings Per Yr.)

^^Based on industry standard LED lifespan of 50,000 hrs.

NOTE: Attached calculations do not include depreciation deduction for project cost.

*Payment is based on a 4.75 year loan at 0% interest OAC, actual may vary.

** Reflects energy savings per year increasing at industry standard 6% per year + Bulb Replacement



LOCAL AGENCY AND DISTRICT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

The undersigned Local Agency or District¹ Customer (“**Customer**”) has contracted for the provision of energy efficiency/demand response equipment and services (the “**Work**”) which qualify for one or more of PG&E’s applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas and Electric Company (“**PG&E**”) shall extend a loan (the “**Loan**”) to Customer in the amount of the loan balance (the “**Loan Balance**”) pursuant to the terms of this On-Bill Financing Loan Agreement (“**Loan Agreement**”) and PG&E’s rate schedules E-OBF and/or G-OBF, as applicable (the “**Schedule**”).

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the “**Application**”). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the “**Agreement**”.

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement (“**Contractor**”), to provide the Work as described in the Application.
2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the “**Adjustment**”). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer’s written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer’s written consent to such increase.
3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** The Parties acknowledge and agree that PG&E is only providing the Local Agency or District cited here with financing. The Customer has independently hired contractors (“Local Agency or District Contractors”) to perform the work on behalf of the Customer to qualify for financing. The Customer acknowledges and agrees that the Local Agency or District Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to Local Agency or District Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the loan proceeds, and the Customer shall indemnify PG&E for any claims made by the Local Agency or District Contractors against PG&E.
4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer’s business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.
5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Checks may be issued directly to the Customer or its designated Contractor or both, for the benefit of the Customer, as specified below. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or its contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.

¹ Local Agency or District as defined in California Government Code §50001 and §58004.

6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; and (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above. Customer shall give PG&E reasonable access to its premises and the Work. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, PG&E will issue a check ("**Check**") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "**Issuance Date**". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.
7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.
8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
 - a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below ("Account")), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
 - b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.
 - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
 - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
 - e. Further payment details are set forth below.
9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.
10. The Loan Balance shall not bear interest.
11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.
12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells the equipment forming part of the Work to any third party; or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.
13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.**
14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

15. LOCAL AGENCY OR DISTRICT REQUIREMENT

a. All Payment Obligations Subject to Appropriation

The Customer acknowledges that the cost incurred pursuant to this Loan Agreement will be part of the monthly bill for electric use. All payment obligations and the Work replacement obligations of the Customer under this Loan Agreement or any related agreement or application is subject to appropriation by the Legislative body belonging to Local Agency or District cited in this loan agreement.

b. No Lien or Encumbrance; Subordination:

(1) Notwithstanding any other provision in this Loan Agreement – , PG&E acknowledges that nothing in this Loan Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Work or any part of the buildings, structures or related facilities in which the Work is constructed, installed or situated (collectively, the “Related Facilities”). Accordingly, PG&E agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1.

(2) In addition to the preceding paragraph (a), if this Loan Agreement were ever construed or deemed to create any such encumbrance, then: (i) this Loan Agreement shall be junior and subordinate and subject in all respects to the terms and conditions of any and all leases, and indentures related to lease revenue bonds issued by the Local Agency or District cited here or any other issuer of bonds on behalf of the Local Agency or District concerning the Related Facilities entered into in the past, the present or the future (the “Senior Security Documents”); and (ii) any term or condition of this Loan Agreement relating to any right, title or interest in the Related Facilities or other benefits derived there from shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.

16. Loan Particulars.

This table is to be completed by PG&E

Total Cost	Incentive	Customer Buy- Down (if applicable)	Loan Balance ¹	Monthly Payment	Term ² (months)	Number of Payments
\$ 55,870.40	\$ -	\$ -	\$ 55,870.40	\$ 634.89	88	88

Check Made Payable to Customer or Contractor
[customer to select payment method. Note that only one check can be issued]

17. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Federal Tax ID or Social Security #, Customer	Federal Tax ID or Social Security #, Contractor
94-6016050	80-0196823

PG&E Account # / Service Agreement #
7241369682 / 7244375176

Account Name, Customer	Name, Contractor
Primary Customer Name: FEATHER RIVER PARK & RECREATION DISTRICT - 1 SALMO Project ID: Population Non-Res OBF - 41397 FA ID: 013022	EcoGreen Solutions, Corey Brophy

Customer Address (For OBF Check Delivery)	Contractor Address (For OBF Check Delivery)
	27671 La Paz Rd Suite 100
	Laguna Niguel CA 92677

Name and Title of Authorized Representative of Customer	Name and Title of Authorized Representative of Contractor
	Corey Brophy, EcoGreen Solutions

Signature of Authorized Representative of Customer

Date

ACCEPTED: Pacific Gas and Electric Company

By	Date
PG&E On-Bill Financing Authorized Representative	

Address:
 On-Bill Financing Program
 Mail Code N6G
 Pacific Gas and Electric Company
 PO Box 770000
 San Francisco, CA 94177-0001

¹ The Loan Balance shall not exceed two-hundred fifty thousand dollars (\$250,000), except where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed four million dollars (\$4,000,000).

² The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.

**On-Bill Financing Program (OBF)
Loan Calculation Summary Sheet
Simple project payback per meter**

Customer Name: FEATHER RIVER PARK & RECREATION DISTRICT - 1 SALMO

Project Number: FA ID 013022

Calculations from: Original

(A) PROJECT COST FOR MEASURES	(B) REBATES or INCENTIVES	Customer Down Payment or Buy-Down	CUSTOMER TOTAL LOAN AMOUNT	(C) CUSTOMER AVERAGE RATE PER kWh	(D) CUSTOMER AVERAGE RATE PER Therm	(E) ESTIMATED ANNUAL ENERGY SAVINGS (kWh)	(F) ESTIMATED ANNUAL GAS SAVINGS (Therm)	ESTIMATED ANNUAL ENERGY COST SAVINGS	SIMPLE PAYBACK IN YEARS
\$ 55,870.40	\$ -	\$ -	\$ 55,870.40	\$ 0.28	\$ -	27,520.16	-	\$ 7,683.57	7.27

PAYBACK IN MONTHS BASED ON EXPECTED ENERGY SAVINGS	LOAN TERM (MONTHS) (1 month added for bill neutrality)	CUSTOMER FIXED MONTHLY LOAN PAYMENT	ESTIMATED MONTHLY ENERGY COST SAVINGS
87	88	\$ 634.89	\$ 640.30

(C) = (From utility bill) Total \$ amount (12-month) / Total kWh (same 12-month)

(D) = (From utility bill) Total \$ amount (12-month) / Total therm (same 12-month)



Statement of Work

1. SCOPE OF WORK: EcoGreen Solutions shall furnish all the materials and perform all of the work shown and/or described in the Energy Audit and Quote. EcoGreen Solutions is not responsible for touch up work i.e. – paint where replacement fixtures don’t exactly match existing fixtures, ceiling tiles, etc...

a. VFD/VSD installation: If the project includes a VFD/VSD, standard installation costs include – VFD, startup, card, programming, installation of any conduit, running power, concrete footing (if needed), VFD mounting and interconnect to SCADA panel. Installation costs that are not included and would be an additional cost – wiring diagrams, fencing, gates, enclosures, relay box, controls.

2. PROJECT COST: The amount due for material and labor to be performed is \$55,870.40 Dollars (\$), subject to additions and deductions pursuant to authorized change orders/adjustment letters.

3. PAYMENT & UTILITY FINANCING: EcoGreen Solutions has worked with Customer to secure Utility financing on behalf of the Customer to fund payment of this project, of which, terms and payback periods are detailed in the Utility On-Bill Financing (OBF) documentation – PGE Project #/TIF # 013022.

Payment of the project shall be paid in the manner following:

Project Cost	\$55,870.40
Estimated Utility Rebate	
Estimated Utility OBF	\$55,870.40
SUBTOTAL	\$0
Estimated Customer Out of Pocket Contribution	\$0

a. Customer understands that final utility rebate and OBF amounts issued may vary based on final installation counts and subject to additions and deductions pursuant to authorized change orders/adjustment letters.

b. Customer understands that should utility determine that OBF loan proceeds shall not be

issued due to customer’s credit standing or has otherwise placed customer’s repayment of the loan at risk, Customer shall be liable for payment of any product, labor, and installation due. This includes any product demos that aren’t returned to EcoGreen Solutions.

c. Notice to Proceed: Once Utility On-Bill Financing is approved, if required, EcoGreen Solutions will provide LED demo fixture/lamps to assure proper light levels, color and aesthetics. Written confirmation from the Customer that demos are approved and approval to move forward with the ordering of product and installation will serve as formal Notice To Proceed.

4. GENERAL TERMS AND CONDITIONS

a. All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.

b. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform the work.

c. EcoGreen Solutions may at its discretion engage subcontractors to perform work hereunder, provided EcoGreen Solutions shall fully pay said subcontractor and in all instances remain responsible for the proper completion of the project.

d. EcoGreen Solutions warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of EcoGreen Solutions or its employees and subcontractors.

e. Customer shall at its own expense obtain all permits necessary for the work to be performed.

f. EcoGreen Solutions agrees to remove all debris and leave the premises in clean condition unless instructed by Customer to do otherwise.

g. EcoGreen Solutions shall dispose of all hazardous lamps and tubes utilizing a proper recycling program unless instructed by Customer to do otherwise.

h. EcoGreen Solutions shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.

i. Customer is responsible for verification of fixture counts and hours of operation reflected in the Energy Audit.

5. HAZARDOUS CONDITIONS: In the event that EcoGreen Solutions discovers existing or developing spore or mold growth, asbestos or other potentially hazardous conditions at the Project location, EcoGreen Solutions will stop work and will not attempt to test, repair or remediate such conditions. At Customer's sole expense, Customer must arrange to have the hazardous condition removed by a third party in compliance with applicable laws within a reasonable period of time, or EcoGreen Solutions may cancel this project. If the project is canceled, Customer agrees to pay EcoGreen Solutions the costs of materials, labor and services provided through the date of cancellation.

6. WARRANTIES:

a. MANUFACTURER WARRANTIES. Products installed as part of the scope of work are covered by separate manufacturers' warranties (hereinafter, "Manufacturer Warranties"). EcoGreen Solutions will assign to Customer any Manufacturer Warranties in effect upon installation. EcoGreen Solutions will also provide Customer reasonable assistance in contacting manufacturers. If manufacturer files for bankruptcy or goes out of business, EcoGreen Solutions is not liable or responsible for continued warranty support.

b. LIMITED WARRANTY. EcoGreen Solutions provides a limited warranty of one (1) year (the "Limited Warranty Period"), after the date of invoice. For the avoidance of doubt, this Limited Warranty does not cover parts already covered by the Manufacturer Warranties set forth in above. During the Limited Warranty Period, EcoGreen Solutions will at its expense repair or replace any parts or labor covered by the Limited Warranty.

c. OBTAIN WARRANTY SERVICE. To obtain warranty service, you must notify EcoGreen Solutions in writing or via email at repairs@ecogreen-solutions.net of any defect. Provided that the Warranty has not expired, has otherwise voided, or is subject to an exclusion, EcoGreen Solutions will repair or replace the defect within a reasonable time after you notify EcoGreen Solutions.

If a fixture fails, please take a photo and send it to repairs@ecogreen-solutions.net, and include location information in your email. The photo should be close up so we can properly match the product with the replacement. We will order replacement products and schedule the installation. If a product is in stock, EcoGreen Solutions will ship the replacement immediately. If the product is not in stock EcoGreen Solutions will order the replacement parts from the factory. Please be aware that some of our suppliers require 6-8 weeks lead time. EcoGreen Solutions does not cover shipping and handling for fixtures.

If a fixture has failed and is past our 12 months parts and labor period, EcoGreen Solutions will work with the factory to get the replacement material for you. We do not cover the cost of shipping and handling from the factory to our warehouse or to your location. If you do not have a qualified electrician to install the replacement product, please contact us at the email address above. A quote for the labor to install the product will be provided in 1-2 business days.

If a lamp fails, please follow the same procedure as for fixtures. EcoGreen Solutions will send Customer the replacement lamp. Labor is not covered for lamps. Shipping and handling also is not covered on warranty claims for lamps.

Warranty claims will not apply for:

- Product that has been modified by the customer.
- Product that was subject to misuse, vandalism or negligence.

IMPORTANT EcoGreen Solutions must receive the fixture/lamp/driver back once your product has been replaced. We can receive credit for the replacement product only if the factory receives the failed unit back. Failure to return the failed product to EcoGreen Solutions within 30 days will result in an invoice for the full retail price of the product.

If the failed product has been discontinued by the manufacturer and is no longer supported by a factory, EcoGreen Solutions will suggest a similar replacement LED fixture or lamp. EcoGreen Solutions cannot be held responsible for product lines that have been discontinued; however, we will make every effort to find a similarly performing product.

7. MAINTENANCE AND REPAIR: If the products require maintenance or repair that is not covered by the warranties set forth above, EcoGreen Solutions will not perform this work unless you enter into a separate agreement to perform these services at your expense.



The undersigned customer (“**Customer**”) has contracted for the provision of energy efficiency/demand response equipment and services (the “**Work**”) which qualify for one or more of PG&E’s applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas and Electric Company (“**PG&E**”) shall extend a loan (the “**Loan**”) to Customer in the amount of the loan balance (the “**Loan Balance**”) pursuant to the terms of this On-Bill Financing Loan Agreement (“**Loan Agreement**”) and PG&E’s rate schedules E-OBF and/or G-OBF, as applicable (the “**Schedule**”).

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the “**Application**”). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the “**Agreement**”.

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement (“**Contractor**”), to provide the Work as described in the Application.
2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the “**Adjustment**”). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer’s written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer’s written consent to such increase.
3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work. Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work.** Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of the Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer’s failure to pay any amount due or claimed by Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including Contractor) in the conduct or performance of the Work.
4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer’s business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.

5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Checks may be issued directly to the Customer or its designated Contractor or both, for the benefit of the Customer, as specified below. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or its contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.
6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above; and (c) if PG&E deems necessary, obtain updated financial information to verify that Customer has good credit standing (as determined by PG&E) prior to making the Loan. Customer shall give PG&E reasonable access to its premises and the Work and shall provide such updated financial information to PG&E upon request. PG&E may decline to make the Loan if PG&E determines, in its sole discretion, that Customer does not have good credit standing at that time. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, and PG&E is satisfied that Customer has good credit standing, PG&E will issue a check ("**Check**") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "**Issuance Date**". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.
7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.
8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
 - a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
 - b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.
 - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
 - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
 - e. Further payment details are set forth below.
9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.
10. The Loan Balance shall not bear interest.
11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.

12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells or transfers ownership of the equipment forming part of the Work to any third party (including as part of a sale or lease of premises or transfer of business or otherwise); or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.
13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.**
14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

15. Loan Particulars.

This table is to be completed by PG&E

Total Cost	Incentive	Customer Buy- Down (if applicable)	Loan Balance ¹	Monthly Payment	Term ² (months)	Number of Payments
\$ 8,945.78	\$ -	\$ -	\$ 8,945.78	\$ 137.63	65	65

Check Made Payable to Customer **or Contractor**
 [customer to select payment method. Note that only one check can be issued]

16. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Customer Details	Contractor Details
Federal Tax ID or Social Security #, Customer 94-6016050	Federal Tax ID or Social Security #, Contractor 80-0196823

PG&E Account # / Service Agreement # 7241369682 / 7241369327

Account Name, Customer	Name, Contractor
Primary Contact Name: FEATHER RIVER PARK & RECREATION DISTRICT - LUDLUM AVE NS 300TH - Project ID: Population Non-Res OBF - 42722 FA ID: 013066	EcoGreen Solutions, Corey Brophy

Customer Address (For OBF Check Delivery)	Contractor Address (For OBF Check Delivery)
	27671 La Paz Rd Suite 100
	Laguna Niguel CA 92677

Name and Title of Authorized Representative of Customer	Name and Title of Authorized Representative of Contractor
	Corey Brophy, EcoGreen Solutions

Signature of Authorized Representative of Customer

Date

ACCEPTED: Pacific Gas and Electric Company

By	Date
PG&E On-Bill Financing Authorized Representative	

Address:
 On-Bill Financing Program
 Mail Code N6G
 Pacific Gas and Electric Company
 PO Box 770000
 San Francisco, CA 94177-0001

¹ The Loan Balance shall not exceed two-hundred fifty thousand dollars (\$250,000), except where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed four million dollars (\$4,000,000).

² The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.

**On-Bill Financing Program (OBF)
Loan Calculation Summary Sheet
Simple project payback per meter**

Customer Name: FEATHER RIVER PARK & RECREATION DISTRICT - LUDLUM AVE NS 300TH - PALERMO

Project Number: FA ID: 013066

Calculations

from: Original

(A) PROJECT COST FOR MEASURES	(B) REBATES or INCENTIVES	Customer Down Payment or Buy- Down	CUSTOMER TOTAL LOAN AMOUNT	(C) CUSTOMER AVERAGE RATE PER kWh	(D) CUSTOMER AVERAGE RATE PER Therm	(E) ESTIMATED ANNUAL ENERGY SAVINGS (kWh)	(F) ESTIMATED ANNUAL GAS SAVINGS (Therm)	ESTIMATED ANNUAL ENERGY COST SAVINGS	SIMPLE PAYBACK IN YEARS
\$ 8,945.78	\$ -	\$ -	\$ 8,945.78	\$ 0.26		6,576.83	-	\$1,684.69	5.31

PAYBACK IN MONTHS BASED ON EXPECTED ENERGY SAVINGS	LOAN TERM (MONTHS) (1 month added for bill neutrality)	CUSTOMER FIXED MONTHLY LOAN PAYMENT	ESTIMATED MONTHLY ENERGY COST SAVINGS
64	65	\$ 137.63	\$ 140.39

(C) = (From utility bill) Total \$ amount (12-month) / Total kWh (same 12-month)

(D) = (From utility bill) Total \$ amount (12-month) / Total therm (same 12-month)



Statement of Work

1. SCOPE OF WORK: EcoGreen Solutions shall furnish all the materials and perform all of the work shown and/or described in the Energy Audit and Quote. EcoGreen Solutions is not responsible for touch up work i.e. – paint where replacement fixtures don’t exactly match existing fixtures, ceiling tiles, etc...

a. VFD/VSD installation: If the project includes a VFD/VSD, standard installation costs include – VFD, startup, card, programming, installation of any conduit, running power, concrete footing (if needed), VFD mounting and interconnect to SCADA panel. Installation costs that are not included and would be an additional cost – wiring diagrams, fencing, gates, enclosures, relay box, controls.

2. PROJECT COST: The amount due for material and labor to be performed is \$8,945.78 Dollars (\$), subject to additions and deductions pursuant to authorized change orders/adjustment letters.

3. PAYMENT & UTILITY FINANCING: EcoGreen Solutions has worked with Customer to secure Utility financing on behalf of the Customer to fund payment of this project, of which, terms and payback periods are detailed in the Utility On-Bill Financing (OBF) documentation – PGE Project #/TIF # 013066.

Payment of the project shall be paid in the manner following:

Project Cost	\$8,945.78
Estimated Utility Rebate	
Estimated Utility OBF	\$8,945.78
SUBTOTAL	\$0
Estimated Customer Out of Pocket Contribution	\$0

a. Customer understands that final utility rebate and OBF amounts issued may vary based on final installation counts and subject to additions and deductions pursuant to authorized change orders/adjustment letters.

b. Customer understands that should utility determine that OBF loan proceeds shall not be

issued due to customer’s credit standing or has otherwise placed customer’s repayment of the loan at risk, Customer shall be liable for payment of any product, labor, and installation due. This includes any product demos that aren’t returned to EcoGreen Solutions.

c. Notice to Proceed: Once Utility On-Bill Financing is approved, if required, EcoGreen Solutions will provide LED demo fixture/lamps to assure proper light levels, color and aesthetics. Written confirmation from the Customer that demos are approved and approval to move forward with the ordering of product and installation will serve as formal Notice To Proceed.

4. GENERAL TERMS AND CONDITIONS

a. All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.

b. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform the work.

c. EcoGreen Solutions may at its discretion engage subcontractors to perform work hereunder, provided EcoGreen Solutions shall fully pay said subcontractor and in all instances remain responsible for the proper completion of the project.

d. EcoGreen Solutions warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of EcoGreen Solutions or its employees and subcontractors.

e. Customer shall at its own expense obtain all permits necessary for the work to be performed.

f. EcoGreen Solutions agrees to remove all debris and leave the premises in clean condition unless instructed by Customer to do otherwise.

g. EcoGreen Solutions shall dispose of all hazardous lamps and tubes utilizing a proper recycling program unless instructed by Customer to do otherwise.

h. EcoGreen Solutions shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.

i. Customer is responsible for verification of fixture counts and hours of operation reflected in the Energy Audit.

5. HAZARDOUS CONDITIONS: In the event that EcoGreen Solutions discovers existing or developing spore or mold growth, asbestos or other potentially hazardous conditions at the Project location, EcoGreen Solutions will stop work and will not attempt to test, repair or remediate such conditions. At Customer's sole expense, Customer must arrange to have the hazardous condition removed by a third party in compliance with applicable laws within a reasonable period of time, or EcoGreen Solutions may cancel this project. If the project is canceled, Customer agrees to pay EcoGreen Solutions the costs of materials, labor and services provided through the date of cancellation.

6. WARRANTIES:

a. MANUFACTURER WARRANTIES. Products installed as part of the scope of work are covered by separate manufacturers' warranties (hereinafter, "Manufacturer Warranties"). EcoGreen Solutions will assign to Customer any Manufacturer Warranties in effect upon installation. EcoGreen Solutions will also provide Customer reasonable assistance in contacting manufacturers. If manufacturer files for bankruptcy or goes out of business, EcoGreen Solutions is not liable or responsible for continued warranty support.

b. LIMITED WARRANTY. EcoGreen Solutions provides a limited warranty of one (1) year (the "Limited Warranty Period"), after the date of invoice. For the avoidance of doubt, this Limited Warranty does not cover parts already covered by the Manufacturer Warranties set forth in above. During the Limited Warranty Period, EcoGreen Solutions will at its expense repair or replace any parts or labor covered by the Limited Warranty.

c. OBTAIN WARRANTY SERVICE. To obtain warranty service, you must notify EcoGreen Solutions in writing or via email at repairs@ecogreen-solutions.net of any defect. Provided that the Warranty has not expired, has otherwise voided, or is subject to an exclusion, EcoGreen Solutions will repair or replace the defect within a reasonable time after you notify EcoGreen Solutions.

If a fixture fails, please take a photo and send it to repairs@ecogreen-solutions.net, and include location information in your email. The photo should be close up so we can properly match the product with the replacement. We will order replacement products and schedule the installation. If a product is in stock, EcoGreen Solutions will ship the replacement immediately. If the product is not in stock EcoGreen Solutions will order the replacement parts from the factory. Please be aware that some of our suppliers require 6-8 weeks lead time. EcoGreen Solutions does not cover shipping and handling for fixtures.

If a fixture has failed and is past our 12 months parts and labor period, EcoGreen Solutions will work with the factory to get the replacement material for you. We do not cover the cost of shipping and handling from the factory to our warehouse or to your location. If you do not have a qualified electrician to install the replacement product, please contact us at the email address above. A quote for the labor to install the product will be provided in 1-2 business days.

If a lamp fails, please follow the same procedure as for fixtures. EcoGreen Solutions will send Customer the replacement lamp. Labor is not covered for lamps. Shipping and handling also is not covered on warranty claims for lamps.

Warranty claims will not apply for:

- Product that has been modified by the customer.
- Product that was subject to misuse, vandalism or negligence.

IMPORTANT EcoGreen Solutions must receive the fixture/lamp/driver back once your product has been replaced. We can receive credit for the replacement product only if the factory receives the failed unit back. Failure to return the failed product to EcoGreen Solutions within 30 days will result in an invoice for the full retail price of the product.

If the failed product has been discontinued by the manufacturer and is no longer supported by a factory, EcoGreen Solutions will suggest a similar replacement LED fixture or lamp. EcoGreen Solutions cannot be held responsible for product lines that have been discontinued; however, we will make every effort to find a similarly performing product.

7. MAINTENANCE AND REPAIR: If the products require maintenance or repair that is not covered by the warranties set forth above, EcoGreen Solutions will not perform this work unless you enter into a separate agreement to perform these services at your expense.

Feather River Recreation and Park District
Skate and Bike Park Rules/ Guidelines

General Park Guidelines

- ◆ Feather River Recreation and Park District (FRRPD) reserves the right to change park hours of operations as necessary.
- ◆ Park will not be open during inclement weather.
- ◆ Feather River Recreation and Park District is not responsible for personal property brought to the park.
- ◆ Persons violating the regulations will be removed from the park and prohibited from future park use.
- ◆ Park users use the park at their own risk of being injured. Feather River Recreation and Park District will not be liable for injuries.
- ◆ All other FRRPD Park Rules apply

For Your Safety

- ◆ Park is for skateboarding, in-line skates and 16"/20"/24"/26" BMX or Freestyle bikes only.
- ◆ Pursuant to California Health and Safety Code Section 115800(b), An operator of a skateboard park shall not permit a person to ride a skateboard or other wheeled recreational device in the skateboard park, unless that person is wearing a helmet, elbow pads, and knee pads.
- ◆ "Other wheeled recreational device" means nonmotorized bicycles, scooters, in-line skates, roller skates, or wheelchairs.
- ◆ All riding and safety equipment must be in good working order.
- ◆ Failure to wear safety equipment will result in loss of park privilege and/or citation.
- ◆ All park users must practice safety at all times and avoid collisions with others. Fighting or other disruptive behavior will result in loss of park privilege.
- ◆ Adult supervision for skaters younger than 12 years old. Use at your own risk. Know your abilities and skate within them. Be mindful of others.
- ◆ All equipment used by park patrons must be in good condition and not damage the park or its structures.
- ◆ No personal ramps or rails are allowed.
- ◆ The use of wax is not allowed.
- ◆ Spectators are permitted in the viewing area only.
- ◆ Patrons must notify the Feather River Recreation and Park District office (530) 533-2011 of any unsafe conditions found at the park.
- ◆ Food and drink are permitted in the viewing area only.
- ◆ Alcohol, tobacco products and chewing gum are prohibited anywhere in the park.
- ◆ No skating or biking in the parking lot, on sidewalks, curbs, or entrance areas near the park.
- ◆ Proper attire must be worn at all times while in the park.
- ◆ No contests of any sort are allowed in the park without written authorization from Feather River Recreation and Park District.
- ◆ All forms of graffiti, tagging or other means of defacing District property is strictly prohibited.

Bike Regulations

- ◆ Bike Types: 16"/20"/24"/26" BMX or Freestyle Bikes only.
- ◆ (No mountain bikes, trail bikes, tandem bikes, 10 speed bikes, or any other type of bike that is not considered a BMX or Freestyle type of bike are permitted.)
- ◆ Handlebars. Must have end caps or grips that cover the end of the bars.
- ◆ Brakes: All bikes must have at least one functioning break.
- ◆ Pedals: Must be aluminum or plastic.
- ◆ Pegs: Pegs may be used if they are either plastic or smooth metal with aluminum-capped ends. Any type of metal other than aluminum may not be used. Pegs with holes, serrations, and grip tape, grooves, or any other type of surface other than smooth may not be used. Improper pegs must be removed before the bike will be permitted into the park.
- ◆ No kickstands are permitted; multiple gears and moving suspensions are not permitted.

FEATHER RIVER RECREATION AND PARK DISTRICT ORDINANCE NO. 3**WARNING**

CALIFORNIA LAW (SECTION 115800 OF THE HEALTH AND SAFETY CODE) PROVIDES THAT A PUBLIC ENTITY IS NOT LIABLE TO A PERSON WHO PARTICIPATES IN A HAZARDOUS RECREATIONAL ACTIVITY, AND THAT SKATEBOARDING AT A FACILITY OWNED OR OPERATED BY A PUBLIC ENTITY AS A PUBLIC SKATEBOARD PARK IS A HAZARDOUS RECREATIONAL ACTIVITY, IF CERTAIN CONDITIONS ARE MET. THIS INCLUDES THE USE OF "OTHER WHEELED RECREATIONAL DEVICES", (NONMOTORIZED BICYCLES, SCOOTERS, IN-LINE SKATES, ROLLER SKATES, OR WHEELCHAIRS).



NOVEMBER 2021 DEPARTMENT UPDATES

Parks & Maintenance

Joe Velasquez – Park Supervisor

Ongoing & Completed Projects:

Below is a list of projects and deferred maintenance that has been completed by the maintenance team/outside contractors. The list below is additional work completed on top of their normal weekly maintenance schedule.

Riverbend Park:

- Trimming trees throughout developed/undeveloped areas
- Sherriff crews working on west trail near river to clear brush and overgrowth
- Irrigation repairs
- Removing tree stakes from trees that can stand on their own.
- Weed spraying
- Preparations for tree planting event
 - 102 trees planned to go into park

Tennis Courts:

- Nets replaced
- Graffiti Removal
- Rules sign replaced

Skate Park:

- Graffiti removal
- Gate in middle of park removed and concrete repaired

MLK:

- Sink & toilet replacement in two of the restrooms
- Mirrors scheduled to be installed in restrooms
- Irrigation leaks fixed
- Prop 68 Event completed

Palermo:

- Working on a plan to repair kiddie pool
 - Fix main line
 - Fix cracks in pool with vulkem

Nelson:

- Trees trimmed throughout park
- Sherriff crew assisting with tree trimming
- Graffiti removed
- Preparations for field maintenance for Baldry and Vorhees
 - Repair backstop (Vorhees)
 - Repair dugouts
 - Repair infields

Nolan:

- Squirrel abatement ongoing
 - Small decline in squirrel activity
 - Finding dead squirrels in the park
 - Less holes throughout baseball fields and park
- Trees trimmed in park
- Graffiti removal throughout park

Maintenance Shop:

- Working on osha compliance
- Trimming hedges around perimeter of shop
- New security cameras installed



NOVEMBER 2021 DEPARTMENT UPDATES

Additional Information:

The MLK tree planting event was a success. In total we planted 54 trees. The three types of trees planted were:

- American Plane tree (Sycamore)
- Chinese Pistache (Keith Davey)
- Valley Oak

We had a successful community event. There were many volunteers along with Susan Sims team and ours.

The leaves are still falling, but we seem to be on the tail end of it. The crew consistently burns, mulches, and picks up leaves wherever possible.

Upcoming Projects:

- Riverbend tree planting event
- Vorhees And Baldry Field Maintenance
- Homeless clean up riverbend park (Early January)
- 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

Administration, Events & Marketing

Victoria Anton – Executive Administrator

Ongoing & Completed Projects:

- Event Planning/Assistance:
 - Yuba Feather Museum Hometown Christmas
 - Toy Run at Riverbend Park
 - MLK Tree Planting
- Department Support:
 - Electronic equipment purchases & setup
 - Order/Replace dispensers at Forbestown Hall and Park
- Agreement & Contract Administration:
 - Softball Field Reservation Requests
 - Facility use agreement with the Oroville Youth Soccer Club

Upcoming Projects:

- Event Planning/Assistance:
 - FRRPD Volunteer Orientation TBA
 - 2022 Spring Concerts in the Park Series
 - 2022 Wildflower & Nature Festival
- Agreement & Contract Administration:
 - Summer 2022 Graduation Ceremonies

Childcare Services

Estela Valencia – Director of Children's Services

Preschool Enrollment: 31 children

Recently Completed Events/Projects:

Our center will be getting two raised beds to start out our small garden. Thanks to BCOE /Cal Fresh program who will be purchasing the beds, soil, fertilizer, and winter seeds for us.

Upcoming Events/Projects:

Our center will be offering a Parent Night Out on December 17, from 6-10pm only for our current participants. On December 16th, our children will be caroling around the activity center at 10am to welcome the holidays!

**NOVEMBER 2021 DEPARTMENT UPDATES****Recreation***Justin Douthit – Recreation Supervisor***Recreation Program Update**

- **Gymnastics**
 - Team Training Camp November: 30 Registered Team Members
 - Rec Classes November: 10 classes / 107 Registered par.
 - Kinder, Pre-Kinder & Parent Tot November: 10 classes / 103 Registered par.
 - Rec Classes, Kinder/Pre-Kinder, & Parent Tot are run on a per-session basis. Current session: 10/18/21-12/15/21
- **Fitness/Dance and Martial Arts Classes**
 - U-Jam Fitness w/Lori November: 6 memberships
 - Karate w/Sensei Jackson November: 40 registered participants
 - Karate w/ Bryce Keeney November: 26 registered participants
 - Judo w/Harry Burleson November: 9 registered participants
 - Jujitsu w/ Harry Burleson November: 3 registered participants
- Line dancing to return in January 2022
- Zumba, yoga, and personal training with Karen Lease in January 2022
- Zumbalini in January/February 2022
- **Adult Sports**
 - Softball (Fall League) 2 Divisions 12 Teams (6 men's/6 coed)
 - Fall League finished the week of November 22.
 - Spring League scheduled to begin early March 2022
 - Developing Spring Kickball League
 - 6 week Season at \$250/team
- **Aquatics**
 - Nelson Pool closed due to construction.
 - Palermo Pool
 - Maintenance Scheduled
- **Youth Sports**
 - Basketball (season 1)
 - November 8 - January 20 | 5/6th Girls & 7/8th Boys
 - 5th/6th Girls – 8 Teams
 - 7th/8th Boys – 9 Teams
 - Games played at Manzanita Elementary School & Palermo Middle School
 - Basketball (season 2)
 - RSVPs delivered
 - Tentative Schedule January 31-April 7, 2021

Upcoming Projects

- Potential upgrade and restoration of Nelson Sports Complex
 - Outfield grounds restoration on at least 2/3 softball fields
 - New LED bulbs in Field Lights
 - Repair or purchase new Scoreboards
 - Prep for tournament and/or increased league use
- Food Truck Event – Spring 2022