



FEATHER RIVER RECREATION & PARK DISTRICT
Regular Board Meeting
March 26, 2024

ACTIVITY CENTER
1875 Feather River Blvd.
Oroville, CA 95965

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

AGENDA **Closed session at 5:00 pm/Open Session Immediately Following**

Written comments must be sent to KendyleL@frprd.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 Scott "Kent" Fowler
Vice-Chairperson Greg Passmore
Director Devin Thomas
Director Clarence "Sonny" Brandt
Director Shannon DeLong

PLEDGE OF ALLEGIANCE

MISSION STATEMENT

CLOSED SESSION

- 1. Pursuant to Government Code Section 54956.8: Real Property Negotiations**
- 2. Pursuant to Government Code Section 54957: Personnel Exemption**

PUBLIC COMMENT

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

CONSENT AGENDA

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

- 1. February 27, 2024 Regular Board Meeting Minutes (Appendix A)**
- 2. February 2024 Financials (Appendix B)**

Consent Agenda Motion:

Vote:

NON-ACTION ITEMS

- 1. Discuss Director and Management participation at the CPRS Financial Sustainability Certification Program in June (Appendix C)**

ACTION ITEMS

- 1. Approval of MOU between Feather River Recreation and Park District and United Public Employees of California (Local 792) (Appendix D)**
Motion:
Vote:
- 2. Fourth of July Use of Nelson Sports Complex as a Viewing Area (Appendix E)**
Motion:
Vote:
- 3. BBQs in Riverbend Park Gazebos (Appendix F)**
Motion:
Vote:
- 4. Update Five Star Bank Authorized Signers (Appendix G)**
Motion:
Vote:
- 5. Schedule Board Budget Workshop for April**
Motion:
Vote:
- 6. Resolution No. 2027-24: A Resolution of the Board of Directors of the Feather River Recreation and Park District Directing Preparation of the Engineer's Report for Fiscal Year 2024-25 for the Continuation of the Park Maintenance and Recreation Improvement District of the Feather River Recreation and Park District (Appendix H)**
Motion:
Vote:

CORRESPONDENCE:

- 1. CSDA Board of Directors Call for Nominations- Seat A (Appendix I)**

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

UNFINISHED BUSINESS

- 1. MOU- Community Action Agency of Butte County, Inc.- Food Bank Distribution (Appendix K)**
Legal requested an update to the indemnification clause.

BOARD ITEMS FOR UPCOMING AGENDA(S)

1. April: Special Meeting Budget Workshop
2. April: BAD Committee Meeting
3. May: Regular Board Meeting Adopt Preliminary Budget, Review and Accept Engineer's Report
4. June: Regular Board Meeting Budget Public Hearing, Adopt Appropriation Limits
5. July: Regular Board Meeting: Adopt Final Budget

ADJOURNMENT



FEATHER RIVER RECREATION & PARK DISTRICT
Regular Board Meeting
February 27, 2024

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DRAFT MINUTES **Closed session at 5:00 pm/Open Session Immediately Following**

MEETING CALLED TO ORDER AT 5:03PM

ROLL CALL

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

CLOSED SESSION

1. Pursuant to Government Code Section 54956.8: Real Property Negotiations
2. Pursuant to Government Code Section 54957: Personnel Exemption

ANNOUNCEMENT(S) FROM CLOSED SESSION

1. No action was taken.
2. No action was taken.

PUBLIC COMMENT

1. Public comments were communicated and correspondence occurred.

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. **January 23, 2024 Regular Board Meeting Minutes**
2. **February 15, 2024 Special Board Meeting Minutes**
3. **January 2024 Financials**
4. **MOU- Community Action Agency of Butte County, Inc.- Food Bank Distribution**

Director Brandt made a motion to remove the January 2024 Financials and the MOU- Community Action Agency of Butte County, Inc.- Food bank distribution from the consent agenda and approve the January 23, 2024, Regular Board Meeting minutes and the February 15, 2024, Special Board Meeting minutes.

Director Passmore seconded the motion.

Ayes: Director Fowler, Director Brandt, Director Passmore

Absent: Director Thomas

Abstain: Director DeLong

*The motion passed with a majority vote.

Director Brandt made a motion to accept the January 2024 Financials.

Director DeLong seconded the motion.

*The motion was passed unanimously.

Absent: Director Thomas

ACTION ITEMS

1. Approval to Surplus General Office Items from the Activity Center Building

Director Passmore made a motion to approve the Surplus of General Office items from the Activity Center Building.

Director DeLong seconded the motion.

*The motion was passed unanimously.

DIRECTOR & COMMITTEE REPORTS, MANAGER & STAFF REPORTS

UNFINISHED BUSINESS

1. MOU- Community Action Agency of Butte County, Inc.- Food Bank Distribution

Legal requested an update to the indemnification clause.

BOARD ITEMS FOR UPCOMING AGENDA(S)

1. March Special Board Meeting to discuss Impact Fees
2. Discuss Director and Management participation at the CPRS Financial Sustainability Certification Program in June
3. April: Special Meeting Budget Workshop
4. April: BAD Committee Meeting
5. May: Regular Board Meeting Adopt Preliminary Budget, Review and Accept Engineer's Report
6. June: Regular Board Meeting Budget Public Hearing, Adopt Appropriation Limits
7. July: Regular Board Meeting: Adopt Final Budget

MEETING ADJOURNED AT 5:50PM.

	February - Actual	February - Budget	February - Over/Under Budget	% of February	Year to Date - Actual	Year to Date - Budget	Year to Date - Over/Under Budget	% of Year to Date	Annual Budget
Ordinary Income/Expense									
Income									
4000000 · Tax Revenue									
4000001 · Tax Revenue (BAD)					193,693.89	164,300.00	29,393.89	117.89%	328,600.00
4000000 · Tax Revenue - Other					1,152,480.84	1,150,000.00	2,480.84	100.22%	2,300,000.00
Total 4000000 · Tax Revenue					1,346,174.73	1,314,300.00	31,874.73	102.43%	2,628,600.00
4001000 · Donation & Fundraising Income		3,000.00	(3,000.00)			9,000.00	(9,000.00)		15,000.00
4002000 · Program Income									
4002001 · Discounts & Credits					(425.00)		(425.00)	100.0%	
4002000 · Program Income - Other	17,244.20	19,905.00	(2,660.80)	86.63%	143,706.10	166,525.00	(22,818.90)	86.3%	250,250.00
Total 4002000 · Program Income	17,244.20	19,905.00	(2,660.80)	86.63%	143,281.10	166,525.00	(23,243.90)	86.04%	250,250.00
4003000 · Interest Income									
4003001 · Interest Income - BAD						1,000.00	(1,000.00)		2,000.00
4003000 · Interest Income - Other						7,000.00	(7,000.00)		14,000.00
Total 4003000 · Interest Income						8,000.00	(8,000.00)		16,000.00
Total Income	17,244.20	22,905.00	(5,660.80)	75.29%	1,489,455.83	1,497,825.00	(8,369.17)	99.44%	2,909,850.00
Expense									
5000000 · Payroll Expenses									
5000001 · Wages & Salaries	60,927.22	93,000.00	(32,072.78)	65.51%	607,893.58	687,000.00	(79,106.42)	88.49%	1,064,000.00
5000002 · Employer Taxes	5,731.08	7,666.00	(1,934.92)	74.76%	51,436.92	61,336.00	(9,899.08)	83.86%	92,000.00
5000003 · Employee Benefits	13,869.74	17,500.00	(3,630.26)	79.26%	111,818.06	140,000.00	(28,181.94)	79.87%	210,000.00
5000004 · Workers Comp	3,442.04	3,917.00	(474.96)	87.87%	39,760.44	31,332.00	8,428.44	126.9%	47,000.00
5000000 · Payroll Expenses - Other									
Total 5000000 · Payroll Expenses	83,970.08	122,083.00	(38,112.92)	68.78%	810,909.00	919,668.00	(108,759.00)	88.17%	1,413,000.00
5001000 · GASB 68 Benefit Expense					71,255.00	80,000.00	(8,745.00)	89.07%	80,000.00
5002000 · GASB Annual Audit Adj									
5004000 · Marketing									
5004001 · Promotions					596.58				
5004002 · Advertising					1,114.00				
5004003 · Job Fairs					500.00				
5004000 · Marketing - Other		250.00	(250.00)		2,174.99	2,000.00	174.99	108.75%	3,000.00
Total 5004000 · Marketing		250.00	(250.00)		4,385.57	2,000.00	2,385.57	219.28%	3,000.00
5006000 · Fees		291.00	(291.00)		391.62	2,336.00	(1,944.38)	16.77%	3,500.00
5007000 · Charitable Contributions					360.30		360.30	100.0%	
5008000 · Copying & Printing	272.71	208.00	64.71	131.11%	2,565.15	1,668.00	897.15	153.79%	2,500.00
5009000 · Depreciation									
5010000 · DOJ - Livescan	454.31	133.00	321.31	341.59%	2,480.58	1,068.00	1,412.58	232.26%	1,600.00
5011000 · Dues, Mbrshps & Subscriptions					14,594.86	9,814.00	4,780.86	148.72%	10,000.00
5012000 · Education & Development					8,361.97	6,750.00	1,611.97	123.88%	9,000.00
5013000 · Equipment Rental	246.31	833.00	(586.69)	29.57%	3,924.04	6,668.00	(2,743.96)	58.85%	10,000.00
5014000 · Equipment, Tools & Furn (<\$5k)									

	February - Actual	February - Budget	February - Over/Under Budget	% of February	Year to Date - Actual	Year to Date - Budget	Year to Date - Over/Under Budget	% of Year to Date	Annual Budget
5014001 · Operating ET&F						2,250.00	(2,250.00)		3,000.00
5014002 · Program ET&F						3,375.00	(3,375.00)		4,500.00
5014003 · Site/Shop ET&F		2,291.00	(2,291.00)		18,624.11	18,336.00	288.11	101.57%	27,500.00
5014004 · IT Computer/HardwareTechnology					136.70	7,500.00	(7,363.30)	1.82%	10,000.00
5014005 · IT Computer/Software Technology	590.00	1,500.00	(910.00)	39.33%	42,731.61	14,000.00	28,731.61	305.23%	20,000.00
5014000 · Equipment, Tools & Furn (<\$5k) - Other									
Total 5014000 · Equipment, Tools & Furn (<\$5k)	590.00	3,791.00	(3,201.00)	15.56%	61,492.42	45,461.00	16,031.42	135.26%	65,000.00
5015000 · Insurance					124,281.10	100,000.00	24,281.10	124.28%	100,000.00
5016000 · Interest Expense - Operating	575.17	250.00	325.17	230.07%	3,226.90	2,000.00	1,226.90	161.35%	3,000.00
5017000 · Miscellaneous					250.00				
5018000 · Postage & Delivery	130.94		130.94	100.0%	1,243.57	300.00	943.57	414.52%	400.00
5019000 · Professional & Outside Svcs									
5019001 · Accounting						25,000.00	(25,000.00)		25,000.00
5019002 · Bands/Recreation					1,600.00		1,600.00	100.0%	5,000.00
5019003 · Board Stipends	3,600.00	2,000.00	1,600.00	180.0%	14,600.00	16,000.00	(1,400.00)	91.25%	24,000.00
5019004 · Recreation Instructors	774.00		774.00	100.0%	869.00	500.00	369.00	173.8%	1,000.00
5019005 · Legal	420.00	1,666.00	(1,246.00)	25.21%	10,643.00	13,336.00	(2,693.00)	79.81%	20,000.00
5019006 · Contract Janitorial	12,880.00	7,083.00	5,797.00	181.84%	47,785.20	56,668.00	(8,882.80)	84.33%	85,000.00
5019007 · Other Outside Labor					1,141.00		1,141.00	100.0%	
5019008 · Outside Service Admin/Consult		11,000.00	(11,000.00)		55,989.13	40,000.00	15,989.13	139.97%	52,000.00
5019000 · Professional & Outside Svcs - Other					(193.20)		(193.20)	100.0%	
Total 5019000 · Professional & Outside Svcs	17,674.00	21,749.00	(4,075.00)	81.26%	132,434.13	151,504.00	(19,069.87)	87.41%	212,000.00
5020000 · Reimbursement Expenses									
5020001 · Staff Reimbursement					1,722.82		1,722.82	100.0%	
5020002 · Mileage Reimbursement					825.27		825.27	100.0%	
Total 5020000 · Reimbursement Expenses					2,548.09		2,548.09	100.0%	
5021000 · Rent									
5022000 · Repairs & Maintenance									
5022001 · Building R&M	122.75	833.00	(710.25)	14.74%	1,281.64	6,668.00	(5,386.36)	19.22%	10,000.00
5022002 · Equip Repairs & Small Tools	3,144.83	2,500.00	644.83	125.79%	14,177.34	20,000.00	(5,822.66)	70.89%	30,000.00
5022004 · Grounds R&M	3,860.87	8,333.00	(4,472.13)	46.33%	59,233.55	66,668.00	(7,434.45)	88.85%	100,000.00
5022005 · Janitorial Supplies		590.00	(590.00)		12,911.83	9,069.00	3,842.83	142.37%	15,000.00
5022006 · Vandalism Repair	35.71	1,666.00	(1,630.29)	2.14%	4,962.94	13,336.00	(8,373.06)	37.22%	20,000.00
5022007 · Vehicle R&M		833.00	(833.00)		19,781.20	6,668.00	13,113.20	296.66%	10,000.00
5022008 · Aquatics Pool R&M		173.00	(173.00)		6,353.58	21,317.00	(14,963.42)	29.81%	30,000.00
5022009 · Outside Contractor/Services R&M	16,145.00	10,833.00	5,312.00	149.04%	145,113.99	86,668.00	58,445.99	167.44%	130,000.00
5022000 · Repairs & Maintenance - Other									
Total 5022000 · Repairs & Maintenance	23,309.16	25,761.00	(2,451.84)	90.48%	263,816.07	230,394.00	33,422.07	114.51%	345,000.00
5023000 · Security	357.23		357.23	100.0%	5,088.80	6,000.00	(911.20)	84.81%	8,000.00
5025000 · Consumables									
5025001 · Distrist Clothing	369.95	455.00	(85.05)	81.31%	2,482.01	6,180.00	(3,697.99)	40.16%	8,000.00
5025002 · Office Supplies		334.00	(334.00)		1,532.62	2,664.00	(1,131.38)	57.53%	4,000.00
5025003 · Union Clothing Allowance					1,172.97		1,172.97	100.0%	
5025004 · Program Food					1,556.59		1,556.59	100.0%	

	February - Actual	February - Budget	February - Over/Under Budget	% of February	Year to Date - Actual	Year to Date - Budget	Year to Date - Over/Under Budget	% of Year to Date	Annual Budget
5025005 · Program Supplies	271.64	1,083.00	(811.36)	25.08%	7,430.59	8,668.00	(1,237.41)	85.72%	13,000.00
5025006 · Safety Supplies	140.43				1,790.14		1,790.14	100.0%	
5025007 · Staff Supplies					3,786.56	3,000.00	786.56	126.22%	4,000.00
5025008 · Volunteer Supplies					832.64	1,500.00	(667.36)	55.51%	2,000.00
5025000 · Consumables - Other									
Total 5025000 · Consumables	782.02	1,872.00	(1,089.98)	41.78%	20,584.12	22,012.00	(1,427.88)	93.51%	31,000.00
5026000 · Taxes, Lic., Notices & Permits					1,187.07	1,875.00	(687.93)	63.31%	2,500.00
5027000 · Internet and Telecommunications	995.96	1,000.00	(4.04)	99.6%	10,047.24	8,000.00	2,047.24	125.59%	12,000.00
5028000 · Fuel, Travel and Meals									
5028001 · Air, Lodging, Other Travel					1,100.32		1,100.32	100.0%	
5028002 · Diesel	109.92				4,641.68				
5028003 · Red Diesel	366.37		366.37	100.0%	836.53		836.53	100.0%	
5028004 · Gasoline	1,355.58	2,000.00	(644.42)	67.78%	16,298.70	23,800.00	(7,501.30)	68.48%	37,700.00
5028005 · Meals					575.00		575.00	100.0%	
5028006 · Mileage									
5028000 · Fuel, Travel and Meals - Other									
Total 5028000 · Fuel, Travel and Meals	1,831.87	2,000.00	(168.13)	91.59%	23,452.23	23,800.00	(347.77)	98.54%	37,700.00
5029000 · Utilities									
5029001 · Electric	10,004.95	8,000.00	2,004.95	125.06%	95,528.68	91,000.00	4,528.68	104.98%	130,000.00
5029002 · Garbage	2,754.84	1,829.00	925.84	150.62%	19,013.52	16,366.00	2,647.52	116.18%	25,000.00
5029003 · Gas/Propane	613.57	856.00	(242.43)	71.68%	2,427.19	3,372.00	(944.81)	71.98%	5,000.00
5029004 · Sewer	223.75	176.00	47.75	127.13%	5,594.06	3,836.00	1,758.06	145.83%	5,000.00
5029005 · Water	3,023.31	4,000.00	(976.69)	75.58%	85,662.83	86,000.00	(337.17)	99.61%	125,000.00
5029000 · Utilities - Other									
Total 5029000 · Utilities	16,620.42	14,861.00	1,759.42	111.84%	208,226.28	200,574.00	7,652.28	103.82%	290,000.00
5031000 · Debt Interest		5,575.00	(5,575.00)		18,021.06	46,297.00	(28,275.94)	38.93%	68,000.00
N/A · Debt Interest N/A									
Total Expense	147,810.18	200,657.00	(52,846.82)	73.66%	1,795,127.17	1,868,189.00	(73,061.83)	96.09%	2,707,200.00
Net Ordinary Income	(130,565.98)	(177,752.00)	47,186.02	73.45%	(305,671.34)	(370,364.00)	64,692.66	82.53%	202,650.00
Other Income/Expense									
Other Income									
8000000 · Grant Expenditures Revenue									
8001000 · Impact Fee Revenue									
8001001 · County - Parklands	1,818.58				17,545.90				
8001002 · County - Public Use	253.22				2,443.10				
8001003 · County - Aquatics	230.20				2,221.00				
8001004 · City - Parklands					944.84				
8001005 · City - Public Use					131.56				
8001006 · City - Aquatics					119.60				
8001007 · County - Interest Apportionment									
8001000 · Impact Fee Revenue - Other					24,612.00		24,612.00	100.0%	
Total 8001000 · Impact Fee Revenue	2,302.00		2,302.00	100.0%	48,018.00		48,018.00	100.0%	
8002000 · Other Revenue									

	February - Actual	February - Budget	February - Over/Under Budget	% of February	Year to Date - Actual	Year to Date - Budget	Year to Date - Over/Under Budget	% of Year to Date	Annual Budget
8002001 · Fundraising					50.00				
8002002 · Sponsorship					6,100.00				
8002003 · Donations					1,250.00				
8002004 · Scholarship					575.00				
8002000 · Other Revenue - Other					5,243.70		5,243.70	100.0%	
Total 8002000 · Other Revenue					13,218.70		13,218.70	100.0%	
8003000 · Insurance Proceeds	46,577.01				43,273.79		43,273.79	100.0%	
8005000 · Gain/(Loss) on Asset disposal									
Total Other Income	48,879.01		48,879.01	100.0%	104,510.49		104,510.49	100.0%	
Other Expense									
9003000 · Insurance Claim									
Total Other Expense									
Net Other Income	48,879.01		48,879.01	100.0%	104,510.49		104,510.49	100.0%	
Net Income	(81,686.97)	(177,752.00)	96,065.03	45.96%	(201,160.85)	(370,364.00)	169,203.15	54.31%	202,650.00

Feather River Recreation & Park District
Detail Fixed Asset & Bonds
As of February 29, 2024

B5

March 19, 2024

	Date	Source Name	Memo	Amount	Balance
1003000 · Riverbend '17 Insur. Depository					248,244
Total 1003000 · Riverbend '17 Insur. Depository					248,244
1006000 · Refinance 2015 Prepaid Loan					104,321
	08/10/2023	BANK OF NEW YORK	UMPQUA LOANS 2015	(84,886)	19,435
Total 1006000 · Refinance 2015 Prepaid Loan				(84,886)	19,435
1011000 · Land					627,494
Total 1011000 · Land					627,494
1012000 · Buildings & Improvements					17,145,126
Total 1012000 · Buildings & Improvements					17,145,126
1013000 · Equipment & Vehicles					3,480,879
	07/18/2023	DEERE & COMPANY	JOHN DEERE MOWER	15,580	3,496,459
	08/28/2023	Jeff's Truck Service	TRAILER 6806.25 OUT	6,806	3,503,265
	09/23/2023	Lincoln Aquatics	ADA POOL LIFT ASSE	9,771	3,513,036
	09/29/2023	Lincoln Aquatics	ROBOTIC POOL CLEA	5,434	3,518,470
Total 1013000 · Equipment & Vehicles				37,591	3,518,470
1014000 · Construction in Progress					23,460
1014003 · CIP Riverbend Restoration RB99					0
	12/27/2023	All American Welding	Repair RB Gate	9,138	9,138
Total 1014003 · CIP Riverbend Restoration RB99				9,138	9,138
1014010 · CIP Feather River Trail FRT99					23,460
Total 1014010 · CIP Feather River Trail FRT99					23,460
1014011 · CIP Playtown Bathroom Fire					0
	11/24/2023	Williams Electric Compa	Capital Improvement Lic	63,250	63,250
Total 1014011 · CIP Playtown Bathroom Fire				63,250	63,250
Total 1014000 · Construction in Progress				72,388	95,848
2018000 · Refinance 2015 Exempt Bond A					(2,157,369)
	08/01/2023	BANK OF NEW YORK	2015A PRINCIPAL PAY	60,031	(2,097,338)
	12/15/2023	BANK OF NEW YORK	2015A PRINCIPAL PAY	60,030	(2,037,308)
Total 2018000 · Refinance 2015 Exempt Bond A				120,061	(2,037,308)
2019000 · Refinance 2015 Taxable Bond B					(30,000)

	Date	Source Name	Memo	Amount	Balance
	08/01/2023	BANK OF NEW YORK	I2015B PRINCIPAL PAY	7,000	(23,000)
	12/15/2023	BANK OF NEW YORK	I2015B PRINCIPAL PAY	7,000	(16,000)
Total 2019000 · Refinance 2015 Taxable Bond B				14,000	(16,000)
3007000 · Undistributed Retained Earnings					(3,672,153)
Total 3007000 · Undistributed Retained Earnings					(3,672,153)
8003000 · Insurance Proceeds					0
	08/29/2023	DO-District Operations:	(INSURANCE CLAIM PF	(5,839)	(5,839)
	09/07/2023	DO-District Operations:	(ALL DAY 9/10/23	(5,839)	(11,678)
	11/30/2023	SECURR	RIVER BEND INSURAN	14,981	3,303
	02/29/2024	DO-District Operations	Riverbend Fence Insura	(46,577)	(43,274)
Total 8003000 · Insurance Proceeds				(43,274)	(43,274)
TOTAL				115,880	15,885,882

Feather River Recreation & Park District
 Balance Sheet Snapshot Year Comparison
 As of February 29, 2024

B7

	Feb 29, 24	Feb 28, 23	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
1000000 · County Depository				
1000001 · Treasury General Fund 2600	1,012,687.01	944,878.17	67,808.84	7.18%
1000002 · Treasury General Reserve	295,494.00	295,494.00	0.00	0.0%
1000003 · Treasury Admin Ins Proceeds	0.00	235,059.00	(235,059.00)	(100.0%)
1000004 · Treasury Playtown Ins Proceeds	0.00	91,157.00	(91,157.00)	(100.0%)
1000005 · Treasury Nelson Pool Funds	0.00	(356,145.30)	356,145.30	100.0%
1000006 · Treasury BAD Fund 2610	208,894.34	207,045.77	1,848.57	0.89%
Total 1000000 · County Depository	1,517,075.35	1,417,488.64	99,586.71	7.03%
1001000 · Petty Cash	1,203.32	218.17	985.15	451.55%
1002000 · Merchant Depository	66,370.49	127,380.26	(61,009.77)	(47.9%)
1003000 · Riverbend '17 Insur. Depository	248,243.84	243,408.82	4,835.02	1.99%
1004000 · Five Star Bank - Clearing Acct	31,952.92	0.00	31,952.92	100.0%
1006000 · Refinance 2015 Prepaid Loan	19,435.14	188,856.12	(169,420.98)	(89.71%)
1007000 · Impact Fees				
1007001 · County - Parklands	850,380.76	708,443.83	141,936.93	20.04%
1007002 · County - Public Use	144,105.85	124,519.68	19,586.17	15.73%
1007003 · County - Aquatics	21,882.38	3,946.48	17,935.90	454.48%
1007004 · City - Parklands	944.84	0.00	944.84	100.0%
1007005 · City - Public Use	131.56	0.00	131.56	100.0%
1007006 · City - Aquatics	119.60	0.00	119.60	100.0%
Total 1007000 · Impact Fees	1,017,564.99	836,909.99	180,655.00	21.59%
Total Checking/Savings	2,901,846.05	2,814,262.00	87,584.05	3.11%
Accounts Receivable				
1008000 · Accounts Receivable	16,221.80	19,184.89	(2,963.09)	(15.45%)
Total Accounts Receivable	16,221.80	19,184.89	(2,963.09)	(15.45%)

	Feb 29, 24	Feb 28, 23	\$ Change	% Change
Other Current Assets				
Miscellaneous Receivable	(1,656.38)	0.00	(1,656.38)	(100.0%)
1009000 · FEMA Riverbend Claim Receivable	2,839.00	2,839.00	0.00	0.0%
1010000 · Refinance 2015 Prepaid Loan 1	11,715.28	6,320.82	5,394.46	85.34%
Total Other Current Assets	12,897.90	9,159.82	3,738.08	40.81%
Total Current Assets	2,930,965.75	2,842,606.71	88,359.04	3.11%
Fixed Assets				
1011000 · Land	627,494.00	627,494.00	0.00	0.0%
1012000 · Buildings & Improvements	17,145,125.87	16,054,943.43	1,090,182.44	6.79%
1013000 · Equipment & Vehicles	3,518,470.06	1,949,198.80	1,569,271.26	80.51%
1014000 · Construction in Progress				
1014003 · CIP Riverbend Restoration RB99	9,138.25	0.00	9,138.25	100.0%
1014008 · CIP Nelson SBF NE99	0.00	1,547,788.27	(1,547,788.27)	(100.0%)
1014010 · CIP Feather River Trail FRT99	23,460.41	23,460.41	0.00	0.0%
1014011 · CIP Playtown Bathroom Fire	63,250.30	829,956.14	(766,705.84)	(92.38%)
1014014 · CIP Scoreboard Project	61,502.24	0.00	61,502.24	100.0%
Total 1014000 · Construction in Progress	157,351.20	2,401,204.82	(2,243,853.62)	(93.45%)
1015000 · Accumulated Depreciation	(6,933,887.42)	(6,947,995.22)	14,107.80	0.2%
Total Fixed Assets	14,514,553.71	14,084,845.83	429,707.88	3.05%
Other Assets				
1016000 · Fair Market Value - Adjustments	94,301.69	94,301.69	0.00	0.0%
1017000 · GASB 68 CalPERS Valuation				
1017001 · GASB68 Deferred Outflow Pension	164,161.00	164,161.00	0.00	0.0%
Total 1017000 · GASB 68 CalPERS Valuation	164,161.00	164,161.00	0.00	0.0%
Total Other Assets	258,462.69	258,462.69	0.00	0.0%
TOTAL ASSETS	17,703,982.15	17,185,915.23	518,066.92	3.01%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				

	Feb 29, 24	Feb 28, 23	\$ Change	% Change
2000000 · Accounts Payable	52,727.12	419,320.97	(366,593.85)	(87.43%)
Total Accounts Payable	52,727.12	419,320.97	(366,593.85)	(87.43%)
Credit Cards				
2003000 · Credit Cards Payable				
2003001 · Five Star Bank - District Card	(9,000.23)	0.00	(9,000.23)	(100.0%)
2003007 · BoW CC 2709	723.58	0.00	723.58	100.0%
2003008 · BoW CC 6804	(409.75)	617.11	(1,026.86)	(166.4%)
2003010 · Costco Citibank 9398	0.00	2,130.97	(2,130.97)	(100.0%)
2003012 · FSB CC 1440	41.20	0.00	41.20	100.0%
Total 2003000 · Credit Cards Payable	(8,645.20)	2,748.08	(11,393.28)	(414.59%)
2004000 · Supplier Accounts				
2004001 · Better Deal Exchange	122.77	0.00	122.77	100.0%
2004003 · Walmart	(1,532.72)	23.80	(1,556.52)	(6,540.0%)
2004004 · Home Depot	2,969.08	67.97	2,901.11	4,268.22%
2004007 · Tractor Supply	301.43	0.00	301.43	100.0%
Total 2004000 · Supplier Accounts	1,860.56	91.77	1,768.79	1,927.42%
Total Credit Cards	(6,784.64)	2,839.85	(9,624.49)	(338.91%)
Other Current Liabilities				
2005000 · Payroll Liabilities				
2005001 · Wages Payable	21,786.00	20,649.00	1,137.00	5.51%
2005002 · Payroll Taxes payable	28,975.45	(1,323.91)	30,299.36	2,288.63%
2005006 · Workers Comp Payable	(9,705.62)	(5,670.28)	(4,035.34)	(71.17%)
2005007 · Retirement Payable	51,366.99	0.00	51,366.99	100.0%
2005008 · Health Insurance Payable	(1,893.46)	16,601.67	(18,495.13)	(111.41%)
2005010 · Vision Insurance Payable	(15.53)	0.00	(15.53)	(100.0%)
2005011 · Dental Insurance Payable	(3,092.25)	1,212.82	(4,305.07)	(354.96%)
2005012 · Life Insurance Payable	(137.81)	108.60	(246.41)	(226.9%)
2005013 · Aflac Payable	(762.73)	1,727.51	(2,490.24)	(144.15%)
2005014 · Accrued Leave Payable	38,494.07	48,542.07	(10,048.00)	(20.7%)
2005000 · Payroll Liabilities - Other	152.53	0.00	152.53	100.0%

	Feb 29, 24	Feb 28, 23	\$ Change	% Change
Total 2005000 · Payroll Liabilities	125,167.64	81,847.48	43,320.16	52.93%
2007000 · Current Debt Interest Due	(5,763.65)	0.02	(5,763.67)	(28,818,350.0%)
2008000 · Deposits/Refunds to Customers	(125.00)	906.00	(1,031.00)	(113.8%)
2009000 · Deferred Revenue	0.00	6,988.00	(6,988.00)	(100.0%)
Total Other Current Liabilities	119,278.99	89,741.50	29,537.49	32.91%
Total Current Liabilities	165,221.47	511,902.32	(346,680.85)	(67.72%)
Long Term Liabilities				
2017000 · Ford Motor Vehicle Loan	57,468.34	78,292.26	(20,823.92)	(26.6%)
2018000 · Refinance 2015 Exempt Bond A	2,037,308.00	2,215,490.00	(178,182.00)	(8.04%)
2019000 · Refinance 2015 Taxable Bond B	15,999.94	37,999.94	(22,000.00)	(57.9%)
2020000 · GASB 68 CalPERS Liab Valuation				
2020001 · GASB 68 Deferred Inflow Pension	679,520.00	679,520.00	0.00	0.0%
2020002 · GASB 68 Net Pension Liability	657,502.00	657,502.00	0.00	0.0%
Total 2020000 · GASB 68 CalPERS Liab Valuation	1,337,022.00	1,337,022.00	0.00	0.0%
Total Long Term Liabilities	3,447,798.28	3,668,804.20	(221,005.92)	(6.02%)
Total Liabilities	3,613,019.75	4,180,706.52	(567,686.77)	(13.58%)
Equity				
3001000 · Petty Cash Reserve	1,000.00	1,000.00	0.00	0.0%
3002000 · General Reserve	20,000.00	20,000.00	0.00	0.0%
3003000 · Investment in Assets	13,301,692.10	13,301,692.10	0.00	0.0%
3004000 · General Fund Balance	(2,036,073.78)	(2,036,073.78)	0.00	0.0%
3005000 · Benefit Assessment District	(107,756.83)	(107,756.83)	0.00	0.0%
3006000 · Impact Fees (general)	1,029,636.53	1,029,636.53	0.00	0.0%
3007000 · Undistributed Retained Earnings	2,072,072.65	855,374.43	1,216,698.22	142.24%
Net Income	(189,608.27)	(58,663.74)	(130,944.53)	(223.21%)
Total Equity	14,090,962.40	13,005,208.71	1,085,753.69	8.35%
TOTAL LIABILITIES & EQUITY	17,703,982.15	17,185,915.23	518,066.92	3.01%

Feather River Recreation & Park District
Check Register
 February 2024

Date	Num	Name	Memo	Credit
02/08/2024	95016-95032	Payroll	Paychecks	6,444.65
02/08/2024	95033	UPEC LOCAL	January 2024 Union Dues	233.10
02/08/2024	95034	UPEC LOCAL	November 2023 Missed Payment	247.50
02/08/2024	95035	State Disbursement Unit	200000002010162	279.69
02/08/2024	95029	BRANDT, CLARENCE SONNY	Jan 2024 BOD Stipend	400.00
02/08/2024	95030	DELONG, SHANNON	Jan 2024 BOD Stipend	200.00
02/08/2024	95031	FOWLER, SCOTT KENT	Jan 2024 BOD Stipend	400.00
02/08/2024	95032	PASSMORE, GREG	Jan 2024 BOD Stipend	400.00
02/08/2024	95036	APEX TECH MANAGEMENT	Monthly Billing for February 2024	2,974.50
02/08/2024	95037	Butte County Sheriff's Office	Butte County Sheriff's Office	11,920.00
02/08/2024	95038	CALTRONICS	CALTRONICS	90.82
02/08/2024	95039	FEATHER RIVER RECREATION & P	Funding Five Star Bank Clearing Acco	25,000.00
02/08/2024	95040	FORD MOTOR CREDIT COMPANY L	9423802 F250 2022 NEW LOAN	1,385.07
02/08/2024	95041	FP MAILING SOLUTIONS	Acct. No. 500010529 Quarterly Postage	112.92
02/08/2024	95042	INSIDE OUT DESIGNS	Vandalism Repair of Vinyl Cover Restr	54.12
02/08/2024	95043	NORTH YUBA WATER DISTRICT	Acct. No. 2695 Landscape Irrigation 19	27.25
02/08/2024	95044	OROVILLE CHAMBER OF COMMERCI	Classic Non-Profit Annual Membershij	150.00
02/08/2024	95045	OROVILLE POWER EQUIPMENT	Mower Belt	12.77
02/08/2024	95046	PG&E	Acct. No. 7241369682-3 Statement De	9,681.98
02/08/2024	95047	RECOLOGY BUTTE COLUSA COUN	Acct. No. 8100122153 Stmt. No. 875	2,131.98
02/08/2024	95048	SOUTH FEATHER WATER & POWEI	Acct. No. 007771-00 Water 2350 Ludl	36.26
02/08/2024	95049	SPECIALTIME EVENTS & RENTALS	Daddy Daughter Dance Event Rental:	200.00
02/08/2024	95050	VALENCIA, ESTELA.	Employee Reimb	74.12
02/08/2024	95051	VERIZON WIRELESS	Verizon Celluar Data for lines ending i	30.00
02/08/2024	95052	WELLS FARGO VENDOR FINANCIAI	Contract # 450-00752215-000 Canon	187.23
02/08/2024	95053	WOOD, JOELLE.	Mileage Reimb for Explore Butte Coun	30.78
02/08/2024	95054	THOMAS, DEVIN	January BOD Stipend	200.00
02/08/2024	DD02082401	Payroll	Direct Deposit	16,099.40
02/09/2024	95055	ALL THINGS CLEANING	Novemeber Parks Janitorial 2023	6,440.00
02/22/2024	95056	Payroll	Paychecks	5,795.21
02/22/2024	95070	BLUE SHIELD OF CALIFORNIA	4004625	8,449.56
02/22/2024	95071	PRINCIPAL GROUP BENEFITS	Acct. No. 1177149-10001	887.54
02/22/2024	95072	State Disbursement Unit	200000002010162	279.69
02/22/2024	95073	UPEC LOCAL	February 2024 Union Dues	233.10
02/22/2024	95075	AT&T - CALNET	AT&T - CALNET	117.78
02/22/2024	95076	BOBCAT OF CHICO	Bobcat Fitting	53.97
02/22/2024	95077	COMCAST	Acct#8155600190189780 PHONE/INT	551.64
02/22/2024	95078	COMP	ACCT NO. FFRPR	142.20
02/22/2024	95079	CRESCO EQUIPMENT RENTALS	Equipment Rental	110.60
02/22/2024	95080	DAWSON OIL COMPANY	Jan 2024 Fuel Gallons Acct. No. 627	2,172.65
02/22/2024	95081	PLAYPOWER LT FARMINGTON	Vandalism Repair Playtown	1,057.71
02/22/2024	95082	EWING	Order No. 17537519	597.54
02/22/2024	95083	Excel Plumbing Co.	Riverbend 11ft Station Repair	1,284.74
02/22/2024	95084	FASTENAL	FASTENAL	138.84
02/22/2024	95085	FORD MOTOR CREDIT COMPANY L	LEASE 9423801 F250 2019	758.39
02/22/2024	95086	FP MAILING SOLUTIONS	Acct. No. 500010529	120.84
02/22/2024	95087	GRAINGER	Mower Filter	60.16
02/22/2024	95088	INDUSTRIAL PLUMBING SUPPLY	Chainsaw and Parts	515.52
02/22/2024	95089	Industrial Power Products	Industrial Power Products	1,169.67
02/22/2024	95090	MAZES CONSULTING	Jan 2024 Cloud Server Backup	590.00

Date	Num	Name	Memo	Credit
02/22/2024	95091	NAPA AUTO PARTS	NAPA AUTO PARTS	112.78
02/22/2024	95092	OROVILLE POWER EQUIPMENT	Pressure Washer Repair	88.17
02/22/2024	95093	RENTAL GUYS, INC.	Field Maintenance	142.20
02/22/2024	95094	SacValleyLaw LLP	Legal Consultation	2,460.00
02/22/2024	95095	SAL RODRIGUEZ LANDSCAPE LLC	SAL RODRIGUEZ LANDSCAPE LLC	15,800.00
02/22/2024	95096	Sunrise Environmental Scientific	Maintenance Shop Janitorial Supplies	535.01
02/22/2024	95097	THERMALITO WATER AND SEWER	Febuary Service Period for Jan 1-31, 2	464.35
02/22/2024	95098	VELASQUEZ, JOE	Mileage Dates: 1/20/24-2/19/24	78.60
02/22/2024	95099	WAL-MART CAPITAL ONE	January Payment	395.86
02/22/2024	95100	Western Tree Nursery, Inc.	Treestakes	243.99
02/22/2024	95101	Western Web	Activity Guide - Spring / Summer 2024	2,135.00
02/22/2024	95102	ALL THINGS CLEANING	January Parks Janitorial 2024	6,440.00
02/22/2024	DD02222401	Payroll	Direct Deposit	14,732.87
TOTAL				<u>154,160.32</u>



Join CPRS



C1

Financial Sustainability Certification Program June 2024

Calendar / Event Description

Starts: Jun 5, 2024 08:00 AM (PT)

Ends: Jun 7, 2024 12:00 PM (PT)

Financial Sustainability Certification Program

The WHAT

Two and a half days of inspiring, transformative education. You and your team will walk away with actionable steps to create a financially sustainable future for your department and your entire organization. Plus the opportunity to be awarded 1.5 CEUs!

Day 1

8:30am - 4:00pm

Continental breakfast and lunch included

Day 2

8:30am - 4:00pm

Continental breakfast and lunch included

Day 3

8:30am - noon

Continental breakfast included

Join us June 5 - 7, 2024 in Downtown Sacramento!

Pricing:

- CPRS Member Registration: \$499
- Non-Member Registration: \$599
- CPRS Member CEUs: \$20
- Non-Member CEUs: \$40

REGISTER NOW

The WHY

As park and recreation professionals, we are privileged to be the stewards of taxpayer dollars. Each and every day we get to spend their money. What a responsibility!

We hold in our hands the power to impact communities by how we manage these resources. How we spend, how we generate revenues, and how we work to create a financially sustainable future for our organizations and for the field of parks and recreation.

Don't take our word for it -- hear what past participants have to say about the Financial Sustainability Certification Course!

"Fantastic content and delivery. Most impactful professional development I've participated in, in a long, long time. Thank you!"

-- Andrea Willer, Recreation & Cultural Services Director, City of Marina

"Inspiring, transformative, and even a bit provocative (in a good way) -- this is not your average training! If you want to challenge yourself and connect with other amazing pros, you

"Engaging and thought provoking. I could spend an entire week on this topic!"

-- Tara Deffley, City of Napa

don't want to miss this opportunity.
Thanks for another fantastic
program!"

-- Karen O'Donnell, Director, Wheat
Ridge Parks & Recreation

"The 110% Financial Sustainability Certification Program provides a compelling framework for rethinking what Parks & Rec Departments should offer and why and where to best apply subsidy funds. Jamie efficiently leads participants through a clear methodology for how to apply these concepts to their unique communities. Her personable style and delivery makes this otherwise daunting topic very manageable and attainable. Simply put, this is the best workshop for our profession, to ensure that we can all continue to deliver robust parks and recreation services long into the future."

– Brigitte Shearer, Belmont Parks & Recreation Director

The LESSONS

- Terms and definitions creating a common language and understanding of finance-centric terminology.
- Review and discussion of current economic, social, and environmental conditions and realities and their influence on decision-making.
- Economic principles and how they align with operations and service delivery.
- Accounting practices commonly used and how they affect understanding an organization's financial conditions.
- Understanding that budgeting is not an end game.
- Tools and methods for designing relevant and effective financial sustainability strategy for today's organizations.
- Pricing strategies and considerations.
- Inherent conflicts between ethics and investment/spending choices.
- Economic, social, and environmental theories and how they have and continue to affect today's investment/spending choices.

The WHO

ANYONE who wants to learn how to create a sustainable financial future for their organization!
Ready to make real change? Bring ALL your key team players, take full advantage of this curriculum, and build a usable plan together!

The LEADER

Jamie Sabbach, 110%

Jamie has spent her entire adult life serving the public park and recreation profession. Afforded opportunities few will ever have, she has been a practitioner, an educator, and consultant. She speaks from a place of experience, realism, and observation.

Jamie has taught hundreds of professional development and training programs across North America and Europe and has had the privilege of testifying in front of the United States Congress on the critical importance of public lands and recreation.

She currently works alongside organizations from coast to coast assisting them in creating financially sustainable service models for their communities. She also teaches financial management at Indiana University in the School of Public Health's masters program.

REGISTER NOW FOR THE JUNE 2024 PROGRAM

More information

Location

California New Car Dealers Association
1517 L Street
Sacramento, CA 95814

**STAFF REPORT**

DATE: MAR 22, 2024

TO: FRRPD Board of Directors

FROM: Brian Wilson, Interim General Manager

RE: MOU: FRRPD/UPEC

SUMMARY

Staff is requesting approval of the Memorandum of Understanding, between Feather River Recreation and Park District and the proposal from United Public Employees of California (Local 792) .

BACKGROUND

FRRPD full-time maintenance workers, formerly represented by the Feather River Recreation and Park District Employees' Association (BCEA) have been working without an active agreement since 2022. Full-time maintenance workers joined the United Public Employees of California (UPEC, Local 792) in 2023. The District and UPEC have met and conferred in good faith regarding wages, and other terms and conditions of employment to draft a revised Memorandum of Understanding. UPEC has submitted a proposal for changes to the MOU specific to compensation, discipline, and duration of agreement.

BUDGETARY IMPACT

An additional \$18,000/annually to the full-time maintenance workers annual budget. Proposed rates are inline with other agencies providing like services, and increase the District's opportunity to recruit and retain quality workers for the District.

RECOMMENDATION

Accept the MOU and UPEC proposal as presented.



United Public Employees of California, Local 792

Laborers' International Union of North America, AFL-CIO

"Serving Those Who Serve Our Communities"

1800 Park Marina Drive · Redding, California 96001-0913

530-245-1890 · Toll Free 800-241-1890 · Fax 530-246-1651 · www.upec792.com

Feather River Recreation and Park District UPEC Initial Proposal

Duration-

The memorandum of understanding between the Feather River recreation and park district ("District") and the United Public Employees of California local 792 ("Association" or "UPEC")-**July 1st, 2023 – June 30th, 2025.**

Compensation-

The Association proposes a 7% COLA upon the first pay period following ratification and approval of the successor agreement.

New Article- Discipline

Discipline

The District may discharge or suspend from employment any member who has completed the specified probationary period only for cause. It is understood and agreed by both parties that bargaining unit employees are not "at-will" employees and have a property interest in their employment. As such bargaining unit members are entitled to due process prior to implementation of discipline including, but not limited to a pre-deprivation or "Skelly" hearing. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to:

- A. Misstatement of facts during the hiring process;
- B. Falsification of any entry on a District document (e.g., time card, expense report);
- C. Disclosure of confidential information;
- D. Insubordination or willful disobedience;
- E. Incompetence, inefficiency, or unsatisfactory job performance;
- F. Discriminatory, discourteous or unbecoming behavior;
- G. Theft, misuse, or unauthorized use or possession of District property;
- H. Dishonesty;
- I. Misconduct (e.g. any behavior that brings harm or discredit to the District;
- J. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on District property or on official business.
- K. Conviction of a felony or misdemeanor that involves moral turpitude, or any other convictions of or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects or brings discredit to the District;
- L. Excessive absence or tardiness;
- M. Absence without approved leave;
- N. Violation of City rule, policy, or procedure; (e.g. violence in the workplace policy, unlawful harassment, etc.)

- O. Soliciting outside work from personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's city work performance; and engaging in unauthorized outside employment;
- P. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position.

In the event a member feels the discharge or suspension is not for cause, the UPEC shall have the right to appeal the case through the grievance procedure.

Probationary members may be discharged for any reason, which in the sole discretion of the City is just and sufficient and such discharge shall not be subject to appeal.

Removal of Disciplinary Documents and Submission of Written Rebuttals

- a) The parties agree that Letter of Instructions, Counseling Memorandums and/or Letter of Reprimands are the first steps of progressive discipline.
- b) Letter of Instructions, Counseling Memorandums and/or Letter of Reprimands, and any and all related documents/materials, at the written request of the employee, will be removed from any and all of the employees personnel file(s) after two (2) years have elapsed. In any event, all adverse materials will be considered null and void after such two (2) year period with the following exceptions:
 - 1. If further disciplinary action concerning any misconduct occurs within two (2) years from the initial disciplinary action, then there will be no requirement to remove the adverse material. If there is no further disciplinary action concerning any misconduct within four (2) years from the last occurrence, at the written request of the employee, all adverse materials including all related documents, and materials, will be removed from the employees file and considered null and void.
 - 2. This provision does not apply to disciplinary suspension, demotion, termination, workplace violence or sexual harassment, if an employee has been found to be in violation of these items.
- c) An employee has the right to provide a written rebuttal to any of the above within thirty (30) days of receipt of the documentation which will be attached to the original document and placed in the employees official personnel file(s) in the Personnel Department.

Departmental Action Prior to Imposition of Discipline

Except in cases of emergency, at least five (5) calendar days prior to the effective date of any disciplinary action against members with permanent status, the department head or person authorized by him/her shall give the member written notice of the proposed disciplinary action, reasons for such action, a copy of the charges and material upon which the action is based, and the right to respond either orally or in writing, or both, to a neutral department head agreed to by the City Administrator and the OCEA who shall serve as the Skelly Officer. The department head who shall be designated the Skelly Officer shall be determined on a rotating basis. The department head of the department in which the member works will be ineligible to hear the Skelly appeal.

Notice of Disciplinary Action

Whenever a disciplinary action is taken against a member, the member shall be notified in writing. Such notification shall include but is not limited to:

- a) A statement of the disciplinary action taken against the member.
- b) A summary of the facts upon which the disciplinary action is based.
- c) A statement advising the member that written notice of the disciplinary action is to be placed in the member's official personnel file and that the member shall have the right to appeal under the grievance procedure as set forth in this Memorandum.

The written notice of disciplinary action may be either personally served or mailed to the member by certified mail, return receipt requested, addressed to the last address which the member has furnished the City.

Appeals of Discipline for Permanent Members

A member may appeal a disciplinary action by filing a grievance at Step 3 of the grievance procedure within ten (10) days of receiving the notice of disciplinary action.

LEAVES

~~UPEC proposes that the bargaining unit members receive paid time off in parity with the FRR&D office staff in December of each year.~~

~~Withdrawn by UPEC~~

Article 12.02 - Duration of Agreement

The articles in this agreement shall be effective and shall remain in full force and effect until midnight, **June 30th, 2025**.



MEMORANDUM OF UNDERSTANDING
BETWEEN
FEATHER RIVER RECREATION AND PARK DISTRICT
AND
UNITED PUBLIC EMPLOYEES OF CALIFORNIA (LOCAL 792)
DATES

United Public Employees of California (Local 792), (“Association” or “UPEC”) and Feather River Recreation and Park District (the “District”) have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment in the General Unit presently represented by the Association.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code sections 3500-3510).

SECTION 1: INTENT AND PURPOSE

It is the purpose of the memorandum to assure the efficient, economical and productive operation of the District; to secure and sustain maximum performance of each employee covered by this Memorandum; to maintain a harmonious relationship between the employees in the bargaining unit and the District; to establish wages, hours and working conditions; to prevent strikes, slow-downs, lockouts and any other disturbances which interfere with or interrupt the service level; and to set forth the entire memorandum between the District and the Association and the employees covered by this memorandum concerning rates of pay, wages, and other conditions of employment to be observed by the parties hereto.

As used herein, the employees covered by this Memorandum shall mean Regular employees of the District who are included in the General Employees Unit subject to the recognition clause in Section 2 of the Memorandum. The term “Regular employee” is defined as an employee who has attained permanent status by successfully completing the probationary period and has been retained to provide full-time services to the District, and who is compensated at full pay the employee’s position.

Unless otherwise specifically provided herein, this Memorandum shall not affect or supersede the District’s current annual budget, the District’s Public Resource Code Provisions, the District’s Employer-Employee Rules and Regulations, District Administrative Procedures, nor shall this memorandum affect any state or federal statutes, and, unless specifically stated in the Memorandum no other salary and/or benefit provisions apply.

SECTION 2: RECOGNITION

The District recognizes the Association as the exclusive representative of the General Employees Unit in the District. The General Employees Unit includes and is limited to the following classifications: 1) Maintenance Worker 1,2 and 3. The District determines the classifications included in the General Employees Unit via its authority reserved in the Employer Employee Relations Resolution.



SECTION 2.1: DUES DEDUCTION

The District agrees to deduct one (1) month's current and periodic Association dues from the pay of each employee who has heretofore or shall hereafter voluntarily execute and deliver to the District payroll deduction authorization provided by the District for this purpose. Employees may revoke this authorization at any time by executing and delivering a written request to the District for revocation.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check off authorized. When an employee is in a non-pay status for an entire period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues. The Secretary of the Association shall notify the District Manager in writing as to the amount of such dues uniformly required of all members of the Association. The Association shall indemnify, defend and hold the District harmless against any claims made, and against any suit instituted against the District on account of check-off of employee organization dues or error in amounts paid to it, and/or other provisions of this section.

SECTION 2.2: USE OF DISTRICT FACILITIES

- (A) The Association shall be allowed use of assigned space on available bulletin boards for communications having to do with official Association business, upon approval of the District Manager.
- (B) Any Association representative shall give the District Manager or his designated representative notice when visiting District facilities and shall hold the District harmless against claims made and against any suit initiated against the District on account of Association representatives visiting District facilities.
- (C) The District shall make available conference rooms and other meeting areas specified by the District for the purpose of holding Association business meetings during off-duty hours. The Association shall provide at least three (3) days advance notice to the District of such meetings and the Association agrees to be held responsible for security and cleanup of such meeting areas.

SECTION 2.3: ADVANCED NOTICE

Reasonable written notice shall be given to each recognized employee organization of any resolution, rule or regulation relating to matters within the scope of representation proposed to be adopted or amended, and each shall be given the opportunity to meet and confer with the District's representatives prior to adoption.



SECTION 3: ATTENDANCE BY EMPLOYEES

District employees who are official unit representatives of the Association shall be given reasonable time off with pay to attend meetings scheduled during working hours with District Management representatives, or be present at District hearings where matters within the scope of representation or grievance are being considered. The use of work time for this purpose shall be reasonable and shall not interfere with the performance of District services as determined by the District.

The Association has the right to designate one (1) steward for the Unit. The steward shall be provided reasonable release time during working hours to present any written grievance on behalf of any Association member after the grievance reaches the formal or written step of the grievance procedure.

The Association will notify the District in writing of the name of the employee designated as the steward and shall notify the District of any changes in steward status as soon as possible.

SECTION 4: SALARIES

Wage rates shall be set forth in Addendum "A", attached hereto. (current salary schedule FY 23/24)

SECTION 4.1: EMPLOYEES RETIREMENT AND CONTRIBUTION TO P.E.R.S.

Contributions to the Public Employees Retirement System shall be made each pay period by both the employee and the employer. Contribution rates for the FY 2023/2024 is listed below.

	EMPLOYEE CONTRIBUTION	EMPLOYER CONTRIBUTION
CLASSIC - Hired prior to 2013	7.0%	11.88%
PEPRA - Hired on/after Jan. 1, 2013	7.75%	7.87%

The District agrees to order at its expense actuarial studies from the California Public Employee Retirement Systems (PERS) for survivor benefits, final year compensation, and sick leave credit upon retirement in order to facilitate negotiation of possible amendments to the memorandum.

SECTION 4.2: ENTRANCE SALARIES

The entrance salary for a new employee entering the classified services shall be the minimum salary for the class to which he is appointed. When circumstances warrant, the District Manager may approve an entrance salary that is more than the minimum salary for the class to which that employee is appointed. No employee can be hired at the salary range above step three for that job position unless approved by the Board of Directors upon the District Manager's recommendation.



SECTION 4.4: SALARY ANNIVERSARY DATES

Changes in an employee's salary due to promotion, demotion, postponement of salary step increase, merit pay increase or State, Federal or District mandated increases will set a new anniversary date for that employee.

If an employee receives a State, Federal or District mandated wage increase, he/she will not be eligible for another step increase until 1 year thereafter. An annual evaluation will be completed at the time of the mandated increase and annually thereafter.

SECTION 4.5: SALARY STEP AFTER PROMOTION OR DEMOTION

(A) Promotion

An employee who is promoted from a position in one class to a position in a higher class, and at the time of promotion is receiving salary equal to, or greater than, the minimum rate for the higher class shall be entitled to at least the next higher rate above the rate he has been receiving, except that the next step shall not exceed the maximum salary of the higher class.

(B) Voluntary Demotion

An employee who, upon arrival of the District Manager, voluntarily demotes to a position having a lower salary range than that held by the employee, shall receive the same rate the employee is receiving on the date of the voluntary demotion (if that rate is within the range of the lower position) or the nearest lower rate of the new position.

(C) Demotion (other than voluntary)

An employee who is demoted as a result of disciplinary action to a position in a class with a lower salary range shall be paid either at a rate in the new range that is nearest the employee's rate before the demotion or at a lesser rate, upon recommendation of the District Manager.

(D) "Cap Out" / COLA Increase

All employees that have reached max wage increases shall continue to receive granted annual C.O.L.A. increases of 3% regardless of reached wage increase caps as defined by each salary range per assigned position.

SECTION 4.6: SALARY ON TRANSFER

An employee who is transferred to a position in a class with the same entrance salary shall be paid at his present rate, or at the next higher rate in case there is not exact conformity between the two corresponding rates in the salary ranges of the classes.

SECTION 4.7: MERIT SALARY ADJUSTMENT

Once an employee has attained step five of his or her salary range for annual salary adjustments, a five-step merit salary adjustment may be available to deserving employees if it is determined that the employee has made a "significant and measurable contribution" to the District and:



Option No. 1:

Has attained an overall evaluation of “satisfactory” for the preceding four years and have not had a step increase for at least four years; or

Option No. 2:

- a. Has attained an overall evaluation of “above satisfactory” for at least the two preceding years and,
- b. Has worked at least two years since the last step advancement and,
- c. Has successfully completed at least one course of study related to the employee’s assigned duties that has received prior approval by the District Manager pursuant to the Merit Salary Education Provision.

Option No. 3:

- a. Has attained an overall evaluation of “above satisfactory” for at least the two preceding years and,
- b. Has worked at least two years since the last step advancement and,
- c. Has exceeded all objectives outlined in performance evaluation
- d. Has performed out of class to develop a project that would have normally been assigned to the employees’ immediate supervisor and has been approved by the employee’s supervisor as well as the District Manager and,
- e. Has planned, developed, and completed the agreed upon project to the satisfactory outcome for the district and employee and,
- f. Has chosen a project for completion that will allow the employee to work closely under supervision to plan, develop, budget and project labor to complete such project and,
- g. The employee understands that once a project is agreed upon and has begun, the project must be completed.

SECTION 4.8: MERIT SALARY EDUCATION BENEFITS

Merit Salary Education Provision

- a. Time off with pay may be granted to attend a class during work hours not to exceed six hours per week for a maximum of sixteen weeks per year. Travel time will not exceed three hours per week. The class selection is subject to approval by the District Manager. Time off must be scheduled so that it will not adversely affect the work force's ability to perform the work required for the class.
- b. Fifty percent (50%) of the enrollment or tuition cost, 100% for books which will become the property of the District, and 50% of the class material costs incurred by an employee for the course approved by the District Manager for purpose of merit salary adjustment will be reimbursed to the employee upon receipt of notification of successful completion of the course and copies of receipts for tuition, books and materials.
- c. The course of study must include at least 16 hours of classroom instruction.

*All the above adjustments are invalid if salary freeze is present.



SECTION 4.9: COMPENSATION FOR EMPLOYEE WORKING OUT OF CLASSIFICATION

An employee shall not be required to perform duties not a part of his/her classification except as provided in this section.

No employee shall be assigned the duties of a position other than his/her regularly assigned position for more than thirty (30) days in a twelve-month period.

An employee assigned to duties not a part of his/her classification shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification.

If assigned to duties normally performed by employees in a higher classification, the employee shall receive five percent (5%) above his/her regular rate of pay.

An employee can perform duties not a part of his/her classification for training and promotional opportunities. For training, as part of a promotional opportunity, an employee can perform duties outside his/her classification under close guidance and instructions in order to qualify for advancement.

This section on training shall not apply when an employee (s) in the classification for which he/she is being trained is on layoff.

SECTION 5: DAYS AND HOURS OF WORK

The District and the Association agree that the nature of the District's operation requires that a change in schedule of employee's hours and workweek may be directly related to seasonal activities conducted by the District. Therefore, it is understood that during certain seasons of the year, District employees may be required to accept a weekly schedule that may be different, depending on the season. Employees whose schedule is changed shall receive at least 10 days advance notice of such change. The standard work week for employees occupying full-time positions in the unit, will consist of five (5) eight hour days, or a total of forty (40) hours. The work week as described above shall not include working both Saturday and Sunday, more than once every three weeks, unless employee agrees to do so or an emergency arises that does not fall within the overtime provisions provided for herein.

Hours worked during an emergency shall be compensated at \$0.50 per hour more for both regular and overtime hours. Provided they are approved in advance by the employee's supervisor, hours worked beyond the standard and regularly scheduled work day, including a scheduled weekend day, shall be compensated at \$0.50 per hour more during the scheduled work day, not to exceed 8 hours. In addition, the employee shall be entitled to any overtime hours worked.

SECTION 6: OVERTIME DEFINED

All compensable overtime and/or callback pay must be authorized by the District Manager, or his designated representative, in advance of being worked.



All time worked in excess of eight (8) hours in any workday shall be paid for at time and one-half (1 ½) hours for each hour worked, or an equivalent compensatory time off, at the discretion of the District Manager. The workday is defined by the payroll process.

For the purpose of overtime calculations due to a "call out" on a holiday, time will be considered double time (2) hours, for each hour worked. If an employee volunteers to work on a holiday, the pay and/or comp time will be for a normal hourly wage.

SECTION 7: LAYOFF AND RE-EMPLOYMENT

Any employee may be laid off by the District Manager in the event a shortage of work or funds requires a reduction in personnel. The District Manager shall in a reduction of forces lay off the last man hired within a given classification first, and in rehiring the last man laid off within a given classification shall be first man rehired. All full-time employees shall be entitled to two weeks notice prior to the effective layoff date.

As employees are laid off, a re-employment list shall be established to assure that the aforementioned rehiring practice can be implemented. The name of each employee who is laid off shall be placed on the eligibility list for the class of positions, which that employee held, and said list will be used to fill any vacancies within the job classification under layoff conditions before any other employment procedures are used to fill these vacancies. The re-employment list shall be retained for twelve (12) months from the time of lay-off.

SECTION 8: HOLIDAYS

The following days shall be paid Holidays for all employees subject to this Memorandum:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Designated Thursday
Day after Thanksgiving	Designated Friday
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

When a designated holiday falls on a Sunday, the following Monday will be observed. When a holiday falls on a Sunday but Monday is also a holiday then it will be observed on the preceding Friday. When a designated holiday falls on Saturday the preceding Friday will be observed, Employees in the units covered by this Memorandum must be in compensated status on assigned work days immediately before and after a holiday to be paid for the holiday. The foregoing qualification is waived if the District excuses the absence before or after a designated holiday.



SECTION 8.1: HOLIDAY COMPENSATED TIME-OFF

On a holiday observed by the District if an employee is required to work, a regular full-time employee shall be paid for a regular day plus time and one half (1 ½) hours for the actual time worked or compensated in time off equal to time and one half (1 ½) hours worked

SECTION 8.2: PERSONAL HOLIDAYS

If a weekend shift employee is required to work a three-day weekend holiday, they shall receive credit for one additional day as a "holiday." Weekend shift employees will take the 3rd day for holidays worked during a regularly scheduled shift on a different day other than the calendar holiday.

Employees will receive one (1) Personal Holiday for each three (3) month segment completed during their first calendar year.

After completing the first calendar year, employees will start each successive year with four (4) Personal Holidays on January 1st.

Personal Holidays shall be scheduled and taken on the basis of one (1) Personal Holiday for one (1) day off and shall be subject to approval by the employee's supervisor. Personal Holidays shall be used within the calendar year in which they are granted. Personal Holidays are not transferable from one calendar year to the next.

SECTION 8.3

The Follow Items will be governed by the FRRPD Employee Manual.

Changes will not be implemented for union employees without consent and agreement from Association

VACATION

- Accrual
- Maximum Accrual
- Payment on Separation

SICK LEAVE

- Accrual
- Maximum Accrual
- Payment on Separation
- Use and Certification

LEAVES OF ABSENCE

- Bereavement Leave
- Disability Leave
- Family Medical Leave



SECTION 9: HOSPITALIZATION, MEDICAL AND DENTAL CARE INSURANCE

The District shall pay for the cost hospitalization, medical and dental care insurance for each employee legible to participate provided, however, that the amount to be paid by the District shall not exceed the sum of \$950.00 per month per employee for employee-only-health benefits. Insurance costs in excess of \$950.00 shall be paid for by the employee. The District's contribution is paid on an employee by employee basis, not via a pool. As a result, an employee may not use District funds unneeded for one employee to pay for his or her insurance cost in excess of \$950.00 per month.

SECTION 10: PROBATIONARY PERIOD

All original and promotional appointments shall be tentative and subject to a probationary period of not less than six (6) months with eligibility of wage increase after one (1) year of employment. If a non-probationary period is considered to be an extension of the examination period, it shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee whose performance does not meet the required standards of work.

A performance appraisal shall be submitted to the District Manager two weeks prior to the end of the probationary period. If the service of the probationary employee has been satisfactory to the District, then the District Manager shall approve said appraisal report, and state in writing that retention of said employee on a permanent status is approved.

During the probationary period an employee may be rejected at any time by the District Manger without the right of review of any kind. Any employee rejected during the probationary period following a promotional appointment, shall be reinstated to the position from which he was promoted, if permanent status had been achieved in the former positon.

The District may at its sole discretion extend the length of a probationary employee's probation to provide the District up to six additional months to assess the employee's performance and behavior as a candidate for permanent status.

Upon completion of the probationary period, an employee is eligible for a 6 month evaluation determining if permanent employee status is warranted. Once an employee has moved to permanent employee status, he or she will be eligible for a follow up evaluation and potential step increase at their 1-year anniversary hire date.

If an employee receives a State or Federal mandated wage increase at any time during their employment with the District, they will not be eligible for another step increase until 1 year thereafter. An annual evaluation will be completed at the time of the mandated increase and annually thereafter. Employees not affected by mandated wage increases continue to receive annual evaluations and become eligible annually for potential step increases.



SECTION 11: DISMISSAL, SUSPENSION, OR DEMOTION FOR CAUSE

The District Manager may dismiss, suspend or demote any employee in the District's service for cause, including, but not limited to the allowing:

- (A) absence without leave
- (B) disorderly or immoral conduct
- (C) incompetence and/or inefficiency
- (D) insubordination
- (E) being under the influence of alcohol and /or any drug during working hours
- (F) negligence or willful damage to public property or waste of public supplies or equipment
- (G) neglect of duty
- (H) willful violation of any policy, regulation or ordinance applicable to the employee's performance
- (I) willful violation of any lawful or reasonable safety regulation or order made and given by supervisor
- (J) material and intentional misrepresentation or concealment of any fact in connection with obtaining employment
- (K) conviction of a felony or any crime involving moral turpitude
- (L) offensive treatment of the public or fellow employees
- (M) misuse, misappropriation or theft of District property
- (N) dishonesty
- (O) abuse of leave
- (P) harassment, discrimination and / or retaliation
- (Q) violence and /or threats of violence
- (R) outside employment in conflict with District employment and/or conducting other employment during District work hours



- (S) strikes, slowdowns and /or work stoppages unless allowed by law
- (T) horseplay during work hours and/or District property
- (U) fraud related to District employment
- (V) submission of a false and /or inaccurate timecard
- (W) any other action which harms the District, a customer, a District contractor, Board Member and /or another District employee

SECTION 12: REST PERIODS

The employee shall receive a fifteen (15) minute paid rest period during the first half of the work day and a second fifteen (15) minute paid rest period during the second half of the work day.

SECTION 13: BOOT/UNIFORM ALLOWANCE

The District shall provide a boot/uniform allowance of \$300.00 for employees required by the employer to wear a distinctive uniform. Uniform means outer garments, excluding hats, which are required to be worn exclusively while carrying out the duties and responsibilities of the position. Work-related clothing shall be purchased from a store or catalog pre-approved by the District. Shopping and/or purchases shall be done outside of normal work hours.

The District shall provide one new nametag to each employee each year. In addition, cloth name patches will be provided to all maintenance personnel.

The \$300.00 per year boot/uniform allowance will be granted to eligible employees on a reimbursement basis. The \$300.00 per year boot/uniform allowance will be available upon receipt of approved uniform items and identification of the clothing to appropriate District personnel sufficient to establish that such clothing is in fact to be utilized for work-related duties. Reimbursement will be made within 10 working days from date the receipts are received by the Accounting Department.

In addition to the foregoing, employees who are required to keep in their possession during work hours their cell phone for work related purposes shall receive a \$30/month cell phone allowance.

SECTION 14: MILEAGE REIMBURSEMENT

The District shall reimburse an employee for use of his or her personal vehicle in connection with the business of the District provided that General Manager has first approved such use. The rate of reimbursement shall conform to the standard IRS approved rate. Without express written approval of the General Manager of the District, no mileage for travel outside the State of California shall be reimbursed. Written requests for mileage reimbursement shall be submitted by the employee no less frequently than monthly. Such requests shall show the date the employee's personal vehicle was used, the nature of the business for which it was used, and the beginning and ending mileage. In no event shall requests for mileage reimbursement for an employee's use of his or her personal vehicle in



connection with District business be accepted or approved where such requests relate to usage occurring earlier than 30 days from the date the request is made.

SECTION 15: GRIEVANCE PROCEDURE

For the purpose of the Agreement, the term “grievance” means a dispute between the District and the Association, or between the District and any employee subject to this Agreement concerning the interpretation, application or violation of this Agreement or other District rules, regulations or any other negotiable matters involving wages, hours, or working conditions. Neither the Association nor any employee may grieve the District’s exercise of its management rights, its actions seeking to comply with the law, performance evaluations, employee hiring, employee probation or any matter falling outside the scope of negotiable wage, hours or working conditions. Any group or general grievance involving more than one individual shall be taken up by a designated representative.

No employee shall suffer reprisals or other punitive actions as a result of pursuing or filing grievance. An employee (or employees) shall be given reasonable time off without loss of pay to pursue a grievance through the steps of the grievance procedure.

Grievances must be filed within ten (10) working days after the aggrieved employee knows, or becomes aware of the events, which caused the grievance.

SECTION 15.1: INFORMAL MEETING WITH SUPERVISOR-STEP I

- (A) An employee who believes he/she has cause for grievance shall contact his immediate supervisor in an attempt to settle the matter. If a meeting is necessary, it shall be scheduled by the supervisor and the aggrieved employee within three (3) working days. The Supervisor has up to five (5) days to respond after the date of the meeting
- (B) If after discussions with the immediate supervisor, the employee believes that the grievance has not been satisfactorily adjusted, or if no response has been received from the supervisor, the grievance may be reduced to writing within five (5) working days

SECTION 15.2: FORMAL WRITTEN GRIEVANCE-STEP II

- (A) If the grievance is not settled to the employee’s satisfaction at Step I, the employee and/or representative may file an appeal with the superintendent to whom the aggrieved employee’s immediate supervisor reports. Within five (5) working days of receipt of the appeal, a hearing shall be held. If requested by either party, the aggrieved employee, Representative, Association Staff Representative, and the employee’s immediate supervisor may attend the second step hearing.
- (B) The grievance forms shall be filled out, signed by the aggrieved employee and his/her representative with the date and time of presentation affixed thereto. The superintendent shall sign the form as received with the time and affixed thereto
- (C) The grievance statement shall include the following:



- (1) A statement of the grievance clearly indicating the question raised by the grievance and the sections (s) of the agreement that is violated
- (D) The superintendent shall give a written answer to the grievance within five (5) working days from the date of the hearing. The superintendent's answer shall include the following:
 - (1) A complete statement of the superintendent's position and the facts upon which it is based, if available
 - (2) The remedy or correction, which has been offered, if any
- (E) If the grievance is not settled satisfactorily at Step II, the employee and representative may appeal the grievance to the District Manager within ten (10) working days from receipt of the Step II decision

SECTION 15.3: DISTRICT MANAGER- STEP III

- (A) Within five (5) working days of receipt of appeal from Step ii, the District Manager shall cause a hearing to be held. The date, time and place of the hearing shall be by mutual agreement of the District Manager and the Representative. The District and / or the Association may request other representatives to participate in the hearing, and the District and/or Association may request that other employees be called as witnesses
- (B) It is the intent of the parties to arrive at an equitable settlement of all third step grievances. Therefore, all evidence presented at the third step hearing shall reflect the total effort of the parties
- (C) A written disposition of the grievance shall be given by the district Manager to the Representative and the aggrieved employee within ten working days following the hearing
- (D) If the third step answer is not satisfactory to the Employee and/or Representative, it may be appealed to the Appeals Commission
- (E) The request for the appeal to the Appeals Commission must be given in writing to the District by the Employee and Association within fifteen (15) working days from the date of receipt of the third step decision.

SECTION 15.4: APPEALS COMMISSION

- (A) The Appeals Commission shall be formed in the following manner. The District Board of Directors shall select one (1) member and the employee and/ or the Association Representative shall select one (1) member. The two members shall select a third member who shall serve as chairperson of the commission. The Commission shall hear grievances and appeals regarding discharge, demotion or suspension when filed by a regular employee



- (B) Members of the Appeals commission shall not be friends, relatives, Board Member or anyone employed by the District or the Association. Members shall be unbiased and possess the knowledge and ability to understand labor related problems
- (C) When an appeal is filed, the commission shall conduct a hearing as herein provided. The commission shall establish procedures governing the hearings. Following the hearing, the commission shall make a decision, which is final, and binding on all parties
- (D) A court reporter shall not be required for the Appeals Commission proceedings, but may be requested by the District, the employee or the Association, or the Commission.
 - (1) If the services of a court reporter are requested by the appeals commission, the costs shall be borne equally by the District and the Union.
 - (2) If the services of the court reporter are requested by the District, the costs shall be borne by the District.
 - (3) If the services of the court reporter are requested by the Employee and/or Association, the costs shall be borne by the Employee and /or the Association.

SECTION 15.5: GENERAL

- (A) A policy grievance filed by the Association, as distinguished from a grievance filed by an individual employee, may be filed at Step III of the grievance procedure.
- (B) By mutual agreement of the parties or their representatives, time limits established in the grievance procedure may be extended by a specific period.
- (C) If an answer is not received within the time limits established in the grievance procedure, the aggrieved party may process the grievance to the next higher step of the grievance procedure.
- (D) The Association Steward and/or the Association Staff Representative shall have the authority to settle grievances for the Association or Employees at their respective steps of the grievance procedure.
- (E) The District shall furnish grievance form which shall be used by the Association and employees when filing a grievance. The contents of this form shall be mutually agreed upon by the District and the Association.
- (F) Any employee shall, have the right to present a grievance and may represent himself/herself or be represented by an individual of his/her choice in the formal steps of this procedure.
- (G) At all formal steps of the grievance procedure, the Association representative shall be given time off without loss of pay.



SECTION 15.6: GRIEVANCE STATEMENT

(Prepare 3 copies)

Step II

TO: _____
(Employee's Superintendent)

Section: _____

DATE: _____

_____ (list sections involved)

BY: _____
(Employee)

_____ (Classification)

_____ (Department)

_____ (Name of Employee's Immediate Supervisor)

STATEMENT OF GRIEVANCES:

Specify dates, facts and particular nature of complaint and remedy requested of the District. If additional space is needed, place it on another page and attach to this form).

REMEDY REQUESTED:

(Representatives Signature)

(Employee's Signature)

STEP II

STEP III

Received By: _____
(Superintendent)

Received By: _____
(District Manager)

Name: _____ Date: _____ Time: _____ Date: _____

Date of Meeting: _____ Date of Meeting: _____

Received By: _____
(Representative)

Received By: _____
(Representative)

Time: _____ Date: _____ Time: _____ Date: _____



SECTION 16: DRUG PREVENTION

The District has a zero tolerance standard for employees being under the influence of alcohol and /or drugs while at work. As a result, employees may not have alcohol and/or unlawful drugs in their bodily systems during work hours. Employees must report the use of any prescription medication that may affect the employee’s ability to safely, efficiently and/or competently conduct his or her job duties.

The district may require an employee to submit to a drug and/or alcohol test at time to be determined by the District on the basis of the District’s reasonable suspicion. Reasonable suspicion will vary from case to case and may be documented. Reasonable suspicion factors include but are not limited to the following:

- (1) Smell of alcohol and/or drugs
- (2) Bloodshot eyes
- (3) Slurred Speech
- (4) Unconsciousness
- (5) Disheveled appearance
- (6) Unsteadiness in walking and/or other physical activities
- (7) Accident involving District property and/or during working hours
- (8) Possession of alcohol and/or drugs during working hours
- (9) Unusual or abnormal behavior
- (10) Involvement in a verbal and/or physical altercation
- (11) Tardiness and/or failure to attend work
- (12) Information from a reliable person with personal knowledge

An employee who refuses to immediately submit a reasonable suspicion drug and/or alcohol test(s) will be deemed to have violated the zero tolerance standards and will also be insubordinate. Violation of the zero tolerance standard and/or insubordination may subject the employee to disciplinary action up to and including employment termination.

SECTION 17: SEVERABILITY

If any provision(s) of this Memorandum is held invalid by operation of law or by any court of competent jurisdiction or if compliance with or enforcement of any provision shall be restrained by any tribunal , the remainder of the Memorandum of Understanding shall not be affected thereby, and the parties shall enter in to negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

SECTION 18: PEACEFUL PERFORMANCE

The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by the District employees covered by this agreement are essential to the health, safety, and general welfare of the residents of the District.

The District agrees not to execute a “lock-out” against any member of the bargaining unit during the term of this Memorandum of Understanding.



The Association agrees that under no circumstances will the Association recommend, encourage cause or permit its members to initiate participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay, sick-out, refusal to work overtime, slow down or picketing (hereby collectively referred to as work stoppage), in any office or department of the District, nor to curtail any work or restrict any production, or interfere with any operation of the District. In the event of any such work stoppage by a member of the bargaining unit, the District shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until the work stoppage has ceased.

In the event of any work stoppage during the term of this Memorandum of Understanding, whether by the Association, by any member of the bargaining unit, the Association by its officers, the Association shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized and further direct its members in writing to cease said conduct and resume work. Copies of such written notice shall be served upon the District. In the event of a work stoppage, the Association will promptly and in good faith perform the obligations of this paragraph. The District shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity, herein prohibited, and the District shall also have the right to seek full legal redress including damages against the emOployee(s).

SECTION 19: MANAGEMENT RIGHTS

The District’s exclusive rights which are not subject to meet and confer include but are not limited to:

- 1) Determine the District’s mission and that of its constituent departments
- 2) Set standards and levels of service
- 3) Determine the procedures and standards for hiring of employees
- 4) Determine the procedures and standards for promotion of employees
- 5) Direct employees and assign work on a day-to-day basis
- 6) Establish and enforce uniform, dress and grooming standards
- 7) Determine the methods and means to relieve employees from duty when work is not available or for other lawful reasons
- 8) Create efficiency in District operations
- 9) Determine the means and methods to be used to achieve standards and levels of service
- 10) Determine the numbers, skill-types and organization of the District’s workforce
- 11) Determine means and methods to finance District operations
- 12) Determine facilities, technology and equipment used by the District
- 13) Contract for any service or work needed by the District to the extent allowed by law
- 14) Schedule employees and work
- 15) Establish performance standards, evaluations and improvement plans
- 16) Discharge and discipline employees
- 17) Take all lawful necessary actions to fulfill its mission during an emergency

SECTION 20: WAIVER AND FULL AGREEMENT

The District and Association acknowledge that during the negotiations, which resulted in this Memorandum, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law or by employee/employer rules and regulations from the area of



Meet and Confer and that the memorandum arrived at by the parties after the exercise of that right and opportunity are set forth in this memorandum. Therefore, the District and Association for the duration of this memorandum each voluntarily and without qualification waive the right and each agrees that the other shall not be obligated to Meet and Confer or consult in good faith with respect to any subject matter conferred to or covered in this memorandum or any subject matter other than wages, hours and working conditions not covered in this memorandum even though such subject matter was not contemplated or considered by each party during Meet and confer unless both parties agree to do so. In the event both parties desire to Meet and Confer on a particular subject matter they agree to abide by Government Code Section 3500 et. Seq. relating to obligations to Meet and Confer in good faith. Any memorandum or agreements prior to this Memorandum of Understanding are negated unless specifically incorporated into this Memorandum. This does not apply to written policies the District has currently in effect and not in conflict with this Memorandum of Understanding.

Notwithstanding the other provisions in this Section, the District may initiate negotiations with the Association during the term of the Memorandum due to a change in law, legal judgment related to any provision of this Agreement or concern about the financial condition of the District.

SECTION 21: TERM OF MEMORANDUM

This Memorandum shall become effective upon the approval of the Board of Directors of the District and the Association, and shall continue in full force and effect thereafter until it expires on June 30, 2022.

APPROVED BY THE BOARD OF DIRECTORS- at a Regular Board of Directors Meeting,

Made and entered into this __ day of

United Public Employees of California (Local 792)

Feather River Recreation & Park District

(First Name Last Name) Association President

(First Name Last Name) Board Chair

(First Name Last Name) Employee Representative

(First Name Last Name) General Manager



SALARY SCHEDULE A

Add salary schedule here

DRAFT

**FRRPD Full Time Pay Scale
2023-2024 f/year**

3% Step Scale

3%

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Merit 1	Merit 2	Merit 3	Merit 4	Merit 5
General Manager	contract									
Executive Administrator	\$ 31.00	\$ 31.93	\$ 32.89	\$ 33.87	\$ 34.89	\$ 35.94	\$ 37.02	\$ 38.13	\$ 39.27	\$ 40.45
Business Manager	\$ 31.00	\$ 31.93	\$ 32.89	\$ 33.87	\$ 34.89	\$ 35.94	\$ 37.02	\$ 38.13	\$ 39.27	\$ 40.45
Customer Service FT	\$ 17.00	\$ 17.51	\$ 18.04	\$ 18.58	\$ 19.13	\$ 19.71	\$ 20.30	\$ 20.91	\$ 21.54	\$ 22.18
Recreation Supervisor	\$ 31.00	\$ 31.93	\$ 32.89	\$ 33.87	\$ 34.89	\$ 35.94	\$ 37.02	\$ 38.13	\$ 39.27	\$ 40.45
Recreation Coordinator	\$ 18.00	\$ 18.54	\$ 19.10	\$ 19.67	\$ 20.26	\$ 20.87	\$ 21.49	\$ 22.14	\$ 22.80	\$ 23.49
Park Supervisor	\$ 31.00	\$ 31.93	\$ 32.89	\$ 33.87	\$ 34.89	\$ 35.94	\$ 37.02	\$ 38.13	\$ 39.27	\$ 40.45
Maintenance Worker III	\$ 22.00	\$ 22.66	\$ 23.34	\$ 24.04	\$ 24.76	\$ 25.50	\$ 26.27	\$ 27.06	\$ 27.87	\$ 28.71
Maintenance Worker II	\$ 19.00	\$ 19.57	\$ 20.16	\$ 20.76	\$ 21.38	\$ 22.03	\$ 22.69	\$ 23.37	\$ 24.07	\$ 24.79
Maintenance Worker I	\$ 17.00	\$ 17.51	\$ 18.04	\$ 18.58	\$ 19.13	\$ 19.71	\$ 20.30	\$ 20.91	\$ 21.54	\$ 22.18



DATE: MAR 22, 2024

TO: FRRPD Board of Directors

FROM: Kendyle Lowe, Executive Administrator

RE: NELSON SPORTS COMPLEX USE OF FACILITY AS A VIEWING AREA

SUMMARY

The Chamber of Commerce has expressed interest in hosting this year's Fourth of July fireworks display at the North Forebay.

BACKGROUND

As Nelson Sports Complex is adjacent to the Forebay, it was discussed that the sports complex would be a great viewing area for the community. Nelson Sports Complex was utilized as a community viewing area in 2018 and 2019. Please see the attached 2019 event map.

The event could be as quaint or as large as we would like, providing families with an area to sit with their picnic blanket, or hosting vendors and food trucks.

BUDGET IMPACT

Holiday Pay of 1.5x would be required for all non-exempt full-time employees and regular pay for all part-time, temporary, and seasonal employees needed to work. Staff would be needed to assist with parking and vendors.

In collaboration with the Chamber of Commerce, the potential fees would be for live entertainment and equipment needed. Vendors and Food trucks would potentially pay a fee to be an event vendor.

RECOMMENDATION

If the Chamber of Commerce decides to move forward with hosting the fireworks display at the North Forebay, I recommend that we at least allow the community to utilize Nelson Sports Complex as a viewing area.



**STAFF REPORT**

DATE: MAR 22, 2024

TO: FRRPD Board of Directors

FROM: Brian Wilson, Interim General Manager

RE: Built in BBQ/Grills at Riverbend Park

SUMMARY

Ongoing challenges with unapproved use of BBQ/Grills in the gazebo/picnic areas.

BACKGROUND

Built in BBQ/grills are installed at reservable picnic areas in Riverbend Park. Grills are often used outside of normal park hours and outside of intended use, as warming/drying fires with wood collected from within the park.

In addition to concerns of ember drift during windy conditions, staff often arrive to find partially burnt limbs, coal, and ash spread out in the picnic areas.

The result has been an increase in staff time needed to clean these areas for community members with reservations. Staff would like to discuss possible options to minimize undesired use of BBQ/grills within the parks.

OPTIONS

- No change – continue as is
- Posted approved fuels – Charcoal only - NO wood fires
- Require permits for use of grills
- Install locking grill covers
- Permanent Removal of BBQ/Grills
- Other

BUDGETARY IMPACT

Unknown at this time



STAFF REPORT

DATE: March 20, 2024

TO: Feather River Recreation and Park District; Board of Directors

FROM: Ayla Singleterry, Business Manager

RE: Update Five Star Bank Authorized Signers

SUMMARY

The Five Star Bank authorized signers sheet needs to be updated to remove the prior General Manager and replaced with Robert “Brian” Wilson as the Interim General Manager. As well as update the titles of the current Board of Directors.

BUDGETARY IMPACT

N/A

RECOMMENDATION

Update Five Star Bank Authorized Signers; name and title as applicable.

ATTACHMENTS

Letter to sign.



Date: March 26, 2024

Five Star Bank
 2240 Douglas Blvd., Suite 100
 Roseville, CA 95661

To Five Star Bank ("Bank"):

I, Robert "Brian" Wilson, Interim General Manager, of Feather River Recreation and Park District ("Depositor") whose Federal Tax ID Number is 94-6016050, certify that the resolutions on this document are correct and that the following individuals ("Authorized Signers") are authorized to sign on all of the Depositors accounts and services with Five Star Bank as indicated below:

Signer Legal Name, Title	State DL/ID #	ID Issue Date	ID Exp. Date	Signature	Authorization

I, Robert "Brian" Wilson, further certify that subject to the Bank's Account Agreement, Contract for Deposit of Monies, and other related agreements with the Bank, Authorized Signers are authorized to exercise from the following powers related to bank accounts and services on behalf of the Depositor as indicated above for each of the respective signers:

- (1) Establish, operate and close accounts;
- (2) Sign checks, drafts or orders for payment of money or otherwise withdraw or transfer funds on deposit with Five Star Bank;
- (3) Enter into service agreements for electronic banking and other deposit services;
- (4) Give instructions, either orally or in writing, for transfer of funds electronically or other medium acceptable to the Bank subject to the Bank's terms and conditions for such services;
- (5) Enter into credit card or merchant services agreements with Five Star Bank.



Signer Name	Email Address	Bus. Phone #	Mobile Phone #	Passcode*
Robert "Brian" Wilson	brianw@frrpd.com	(530) 533-2011		
Scott "Kent" Fowler	kent@frrpd.com	(530) 533-2011		
Greg Passmore	gregp@frrpd.com	(530) 533-2011		
Shannon DeLong	shannon@frrpd.com	(530) 533-2011		
Clarence "Sonny" Brandt	sonny@frrpd.com	(530) 533-2011		
Devin Thomas	devin@frrpd.com	(530) 533-2011		

**Passcode is required if one is not already on file with the Bank for the respective Authorized Signer. A unique security passcode is to be added for each signer as an enhanced verification method to identify signers when they contact the bank. The Passcode can be a single word or short phrase that is unique to the signer, easy to remember and hard for someone else to guess. Signers may contact the bank directly to provide their selected Passcode if preferred.*

The undersigned certifies that the above authorizations, resolutions and/or powers have been duly adopted by the governing body of the Depositor and are in full force and effect as of the date executed below. This letter supersedes all prior authorizations, resolutions, or powers with respect to accounts with the Bank and the Bank may rely on the authorizations, resolutions or powers contained in this letter until written notice of amendment has been received and the Bank has a reasonable opportunity to act on the notice.

Sincerely,

Robert "Brian" Wilson

Title – Interim General Manager

Date – _____



STAFF REPORT

DATE: March 26, 2024

TO: The Board of Directors

FROM: Brian Wilson, Interim General Manager

SUBJECT: Resolution Directing Preparation of the Engineer's Report for the Continuation of the Annual Assessment for the Park Maintenance and Recreation Improvement District

RECOMMENDATION

The Landscaping and Lighting Act of 1972 requires that an annual Engineer's Report is prepared by a licensed professional engineer and establishes other requirements for the continuation of the assessments. This Resolution directs SCI Consulting Group to prepare the Engineer's Report for the Park Maintenance and Recreation Improvement District for fiscal year 2024-25 as the first step in a three-step process in continuing the annual assessments for fiscal year 2024-25.

RESULT OF RECOMMENDED ACTION

Each year, an updated Engineer's Report, including update budgets, scope of services, current legal justifications, and rate adjustments should be prepared by a California registered civil engineer. SCI Consulting Group will provide professional assessment engineering and assessment administration services to justify the continued collection of the Park Maintenance and Recreation Improvement District for fiscal year 2024-25. The services provided by SCI will include the preparation of the Engineer's Report and preliminary assessment roll with the specific assessment amount for each parcel. The Engineer's Report will be presented to the Board for preliminary approval in May of this year.

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



BACKGROUND

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

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

ANALYSIS

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

In order to continue to levy the assessments, the Board will need to adopt the resolution to direct SCI Consulting Group, the assessment engineer, to prepare an Engineer's Report for fiscal year 2024-25. This Engineer's Report will include the proposed budget for the assessments for fiscal year 2024-25, the special and general benefit findings to support the assessments, the updated proposed assessments for each parcel in the District, and the proposed assessments per single family equivalent benefit unit for fiscal year 2024-25. After the Engineer's Report and assessment roll is completed, they will be brought back to the Board for your review and consideration. If the Board preliminarily approves the Reports, a noticed public hearing will be subsequently held to allow the public to provide input on the proposed budgets, services and continued assessments, and to allow the Board to make a final decision on the continuation of these important assessments. The preliminary Engineer's Report is scheduled to be presented to the Board on May 28, 2024.

CONCLUSION

It is recommended that the Board approve the Resolution that would direct SCI Consulting Group to prepare the Engineer's Report for the Park Maintenance and Recreation Improvement District for fiscal year 2024-25

**RESOLUTION NO. 2027-24****A RESOLUTION DIRECTING PREPARATION OF THE ENGINEER'S REPORT
FOR FISCAL YEAR 2024-25 FOR THE CONTINUATION OF THE
PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT OF THE
FEATHER RIVER RECREATION AND PARK DISTRICT**

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

1. On July 24th, 2002 by its Resolution No. 820-02, this Board ordered formation of a landscaping and lighting district pursuant to the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof) (the "District").

2. The purpose of the District is for the installation, maintenance and servicing of the improvements described in Section 4 below.

3. The District has been given the distinctive designation of the "Park Maintenance and Recreation Improvement District" and is primarily described as all of the lands within the current boundaries of the Feather River Recreation and Park District.

4. It is proposed that the Park Maintenance and Recreation Improvement District undertake the following improvements: installation, maintenance and servicing of public facilities, including but not limited to, playing fields, playground equipment, hard court surfaces, ground cover, shrubs and trees, street frontages, drainage systems, lighting, fencing, entry monuments, other recreational facilities, graffiti removal and repainting, and labor, materials, supplies, utilities, detention basins and equipment, irrigation and sprinkler systems, landscaping, turf and track facilities, gymnasiums, swimming pools, landscaping, park grounds, park facilities, landscape corridors, open space and trails, as applicable, for property owned, maintained or acquired by the Feather River Recreation and Park District. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of said improvements, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health and beauty of landscaping; and cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of electric current or energy for the



operation or lighting of any improvements, and water for irrigation of any landscaping or the maintenance of any other improvements.

5. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIID of the California Constitution. Upon completion, the Engineer shall file the Engineer's Report with the Clerk of the Board for submission to the Board.

PASSED AND ADOPTED, at a Regular meeting of the Board of Directors of the Feather River Recreation and Park District on the 26th day of March, 2024 by the following vote:

AYES :

NOES:

ABSENT:

ABSTAIN:

CHAIRPERSON, BOARD

INTERIM GENERAL MANAGER



Agenda Item: 4 - Establish 2024 Board Elections Timeline

Item Type: Discussion/Action

Submitted By: Amber Phelen, Management Analyst

Presented By: Neil McCormick, Chief Executive Officer

Strategic Plan Reference: 1. Association Governance;
7. Management/Administration

BACKGROUND:

The nomination process for the 2024 CSDA Board of Directors, Seat A election is quickly approaching. CSDA Bylaws direct that the Election & Bylaws Committee shall set the timeline for elections each year. Below is a staff recommended timeline for the nomination and election process that complies with the noticing periods outlined in the CSDA bylaws. The timeline works backwards from the CSDA Annual Conference start date which is September 9, 2024 this year.

- February 5** **Nomination applications mailed and emailed out**
125 days to election start on June 9; bylaws requirement = at least 120 days.
- April 10** **Nomination application deadline**
61 days to election start; bylaws requirement = at least 60 days prior to election.
- April 20** **Nomination application deadline – Coastal Network**
Per CSDA Bylaws, the deadline shall be extended by 10 days in a Network where there is no incumbent re-running.
- June 10** **Electronic ballot voting begins – current Regular Members**
- July 26** **Deadline to receive electronic ballots - current Regular Members**
45 days until conference; bylaws requirement = at least 45 days.
- July 29 or 30** **Count ballots and inform candidates of win/loss**

FISCAL IMPACT:
None at this time.

STAFF RECOMMENDATION:
Staff recommends a motion to approve the 2024 CSDA Board of Directors, Seat A regular election timeline as presented.



Agenda Item: 5 – Review & Approve 2024 Election Materials

Item Type: Discussion/Action

Submitted By: Amber Phelen, Management Analyst

Presented By: Neil McCormick, Chief Executive Officer

Strategic Plan Reference: 1. Association Governance;
7. Management/Administration

BACKGROUND:

Attached is a draft of the nomination letter, form, and candidate information sheet which would be sent out to CSDA voting members in good standing for all six Networks as part of the 2024 CSDA Board of Directors, Seat A election.

Additionally, the background information that will be mailed with the ballots is included. A current list of Board Members and their terms are also attached. Seat A Board Members are up for re-election.

FISCAL IMPACT:

The annual CSDA Board election process is a 2024 budgeted item.

STAFF RECOMMENDATION:

Staff recommends a motion to approve the 2024 CSDA Board of Directors, Seat A election nomination letter, nomination form, candidate information sheet, and ballot letter to be sent to all voting Regular CSDA Members in good standing.



**California Special
Districts Association**

Districts Stronger Together

DATE: February 5, 2024

TO: CSDA Voting Member Presidents and General Managers

FROM: CSDA Elections and Bylaws Committee

SUBJECT: **CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
SEAT A**

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2025 - 2027 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent.
(See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, professional development, and other resources for members. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.
*(CSDA does **not** reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event)*
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.
*(CSDA does **not** reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).*

Nomination Procedures: Any Regular Member district in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is April 10, 2024. Nominations and supporting documentation may be mailed or emailed.**

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814
 Fax: 916.442.7889
 E-mail: amberp@csda.net

Once received, nominees will receive a candidate's letter. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

CSDA will begin electronic voting on June 10, 2024. All votes must be received through the system no later than 5:00 p.m. July 26, 2024. The successful candidates will be notified no later than July 30, 2024. All selected Board Members will be introduced at the Annual Conference in Indian Wells, CA in September 2024.

Expiring Terms

(See enclosed map for Network breakdown)

Northern Network	Seat A – Greg Orsini, Director, McKinleyville Community Services District*
Sierra Network	Seat A – Noelle Mattock, El Dorado Hills Community Services District*
Bay Area Network	Seat A – Chad Davisson, General Manager, Ironhouse Sanitary District*
Central Network	Seat A – Patrick Ostly, General Manager, North of River Sanitary District*
Coastal Network	Seat A – Elaine Magner, Director, Pleasant Valley Recreation & Park District*
Southern Network	Seat A – Jo MacKenzie, Director, Vista Irrigation District*

(* = Incumbent is running for re-election)

CSDA will be using a web-based online voting system allowing your district to cast your vote easily and securely. Electronic Ballots will be emailed to the main contact in your district June 10, 2024. All votes must be received through the system no later than 5:00 p.m. July 26, 2024.

*Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail amberp@csda.net by **April 10, 2024** in order to ensure that you will receive a paper ballot on time.*

CSDA will mail paper ballots on June 10, 2024 per district request only.

If you have any questions, please contact Amber Phelen at amberp@csda.net.



2024 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: _____ (see map)

Telephone: _____

(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: _____

E-mail: _____

Nominated by (optional): _____

Return this form, a Board resolution/minute action supporting the candidate, and Candidate Information Sheet by mail or email to:

CSDA
Attn: Amber Phelen
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732

amberp@csla.net

DEADLINE FOR RECEIVING NOMINATIONS:

April 10, 2024 at 5:00 p.m.



2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: _____

District/Company: _____

Title: _____

Elected/Appointed/Staff: _____

Length of Service with District: _____

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

4. List civic organization involvement:

****Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after the nomination deadlines will not be included with the ballot.**



California Special Districts Association

DISTRICT NETWORKS



**FEBRUARY 2024 DEPARTMENT UPDATES****Parks & Maintenance Department Update***Joe Velasquez – Park Supervisor***Completed Tasks/Projects**

See Attached: Report from MaintainX app.

Additional Information:

Riverbend Gate Repair: The gate project is finished. See attached photos.

Scoreboard Project: With the weather change we plan to continue the scoreboard project.

Pickleball Project: We are in phase 5 of 20 with the engineers. We have received the conceptual layout. Staff are making first round of revisions and preparing for a community outreach event.

Brandt fence repair: The fence repair has been completed. It was a great joint effort between FRRPD, LOLL, Sheriff work crew, Campbell Fence, and Floyd Fencing.

Sheriff work crew continues to clear weeds, brush, and reduce fire hazard throughout Riverbend. Over the next couple of weeks their focus will be on the developed area of the park in preparations for the Wildflower & Nature Festival.

MLK park parking lot project: I have drafted the contract. Once completed we will send out for signatures. Looking to start the project soon with the weather being nice.

Upcoming/Ongoing Projects:

- Brush/land clearing throughout Riverbend
- Scoreboard Project
- Pickleball Project
- MLK Parking Lot Asphalt Project
- Wildflower & Nature Festival

FEBRUARY 2024 DEPARTMENT UPDATES



**FEBRUARY 2024 DEPARTMENT UPDATES****Administration, Events, and Marketing***Kendyle Lowe- Executive Administrator***Recently completed events/projects:**

The TRIO SSS program clean-up was held on Friday, February 23rd and went well. There were about 10 volunteers that helped to clean Riverbend Park. Thank you!

Breakfast with the Easter Bunny was a sold-out event and was held on Saturday, March 16th. Sponsors for the event included Oroville Flower Shop, Grocery Outlet, Waffle Shop, Starbucks, Dutch Bros., OHS and LPHS Key Club, and Special Time Event and Rentals. We received great feedback from the event and are looking forward to continuing the event in the future.

Current events/project:

Wildflower and Nature Festival- We have secured **70** vendors. The Forebay Aquatic Center is continuing to sell tickets. The Native Sons of the Golden West have submitted their insurance and permit for the beer garden. The schedule of activities is complete and will be printed in the next week. The schedule will be given with the businesses of Downtown Oroville to share during their First Friday Wags and Wildflowers. I will be speaking with the Oroville Mercury Register and Action News Now about the Festival the week of 3/25. Banners have been hung around Oroville to begin promoting the festival.

Explore Butte County has sponsored \$4000 in funds to be used towards the Wildflower and Nature Festival, Spring Concerts in the Park Series, and the Fall Concerts in the Park series. This will be used to purchase marketing materials and hire higher quality bands.

Staff are currently preparing for the CAPRI Insurance site visit that will be held on April 25th. We are compiling the requested documentation and are expecting to increase our score from the last site visit.

Upcoming events/projects:

Fiesta Days Food Truck festival is in progress and our next committee meeting is March 27th. Vendors are continuing to apply for the Spring Concerts in the Park. We have secured **6** vendors and have booked **4** bands.

Youth Activities Department Update*Estela Valencia – Youth Activities Supervisor***Enrollment:**

February Camp =15 enrolled Jump, Move & Play = 24 drop-ins Creation Station= 0
Mini Movers= 0 Youth Activities Membership= 3 Friendship Party= 8

Recently completed events/projects:

We continue to offer various activities for our community. Our friendship party included art/ crafts, cookies, and a fun glow stick dance party for the participants and parents. February camp had 15 participants with fun activities! Participants were introduced to pickleball for the first time and wow they loved it! I attended the CalKidz Summit, the CalKidz provides free snacks and lunches for children who participate in our school age programs when school is out.

**FEBRUARY 2024 DEPARTMENT UPDATES**

Current events/projects: Ties & Tiaras Father Daughter Dance

Upcoming events/projects:

- Conversational Spanish 3/4/24
- Mommy and Me Playtime 3/9/24
- Parent Night Out 3/15/24
- Breakfast with Easter Bunny 3/16/24
- Slime Time 3/22/24
- Parent Night Out 3/15/24
- Currently planning Summer Camp 2024



Recreation Department Update

Brian Wilson – Recreation Supervisor

Program Enrollments:

- Youth Track & Field Program
 - Coed K-4th Division 220+ participating athletes
 - Coed 5th-8th Division 120+ participating athletes
- Youth Soccer
 - Coed 4th/5th Division 5 teams
 - Coed 6th/7th/8th Division 9 teams
- Adult Softball
 - Men's Division 12 Teams
 - Coed Division 6 Teams

Current events/projects:

- Staff continues to work on 2024/25 Budget preparation
- Staff continues to work with the local youth baseball/softball community to provide and schedule fields for 2024 youth practices/games.
- Staff continues to work with the Giants Community Fund to prepare for the 2024 Jr. Giants program.
 - Registration will open April 2024
- Staff is currently recruiting for the 2024 Aquatics season, tentatively scheduled to begin with Lifeguarding certification courses April/May 2024.

Ongoing events/projects:

- Staff recruitment for Spring 2024 recreation programming

Staff Training

- RGS (Regional Government Services Training) Final session scheduled for 4/2/24
 - 6-session course for Supervisors focuses on the supervisor or manager role as a leader, communicating effectively, and performance management. The Academy frames these core concepts in the unique local government environment and helps new or established supervisors and managers build trust, accountability, and effective work teams.



FEBRUARY 2024 DEPARTMENT UPDATES

Upcoming Programming (Summer 2024)

- Youth Sports
 - Jr. Giants Baseball/Softball Registration opens in April
- Adult Sports
 - Adult Softball / Kickball Registration opens in May
- Aquatics
 - Swim Lesson Registration Registration opens in April
- Aquatics
 - Open date TBD pending staff availability

Work Orders List for 02/20/2024 - 03/20/2024



ID	TITLE	LOCATION & ASSET	CATEGORIES	ASSIGNEES	DUE	TIME & COST	STATUS
#5652	Replace the piece of wood on the pillar of the dugout roof	Nolan Sports Complex	Low Damage	T Maintenance Team Jesus Aispuro Marco Aispuro		Total Time Costs \$19.57 Total Time 1h 0m 0s Total Costs \$19.57	✓ Done Completed by Marco Aispuro on 02/21/2024
#5368	Demo bleachers	Nelson Sports Complex	Low Safety	T Maintenance Team joseph velasquez Eric Danner Hue Vang Jesus Aispuro Marco Aispuro Paul Vang Dommie		Total Time Costs \$1,227.31 Total Time 60h 12m 18s Total Costs \$1,227.31	✓ Done Completed by joseph velasquez on 02/21/2024
#5661	Replace board on dock	Dog Park	High Repair	Eric Danner Hue Vang		Total Time Costs \$98.88 Total Time 4h 0m 0s Total Costs \$98.88	✓ Done Completed by Hue Vang on 02/21/2024
#5650	Replace the piece of wood on the pillar of the dugout roof		Repair	Hue Vang Jesus Aispuro Marco Aispuro		Total Time Costs \$48.93 Total Time 2h 30m 0s Total Costs \$48.93	✓ Done Completed by Marco Aispuro on 02/21/2024
#5691	Gazebo clean up	Maintenance Shop 2012 Ram 1500 (assigned to Dom)	Medium Request Graffiti Removal Clean up	Dommie		Total Time Costs \$32.72 Total Time 1h 52m 8s Total Costs \$32.72	✓ Done Completed by Dommie on 02/24/2024

ID	TITLE	LOCATION & ASSET	CATEGORIES	ASSIGNEES	DUE	TIME & COST	STATUS
#5693	Sign repair	Maintenance Shop 2012 Ram 1500 (assigned to Dom)	<div style="background-color: #f4a460; padding: 2px; border-radius: 4px; display: inline-block;">Medium</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Repair</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Storm Damage</div>	Dommie		Total Time Costs \$8.76 Total Time 30m 0s Total Costs \$8.76	✓ Done Completed by Dommie on 02/24/2024
#5649	Paint all the graffiti areas in side the restrooms	All Parks	<div style="background-color: #28a745; color: white; padding: 2px; border-radius: 4px; display: inline-block;">Low</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Vandalism Repair</div>	<div style="background-color: #28a745; color: white; padding: 2px; border-radius: 4px; display: inline-block; margin-bottom: 5px;">T Maintenance Team</div> Hue Vang Jesus Aispuro Marco Aispuro Dommie		Total Time Costs \$125.44 Total Time 5h 52m 11s Total Costs \$125.44	✓ Done Completed by Marco Aispuro on 02/26/2024
#5711	Cheriff crew	Maintenance Shop Bobcat T550	<div style="background-color: #f4a460; padding: 2px; border-radius: 4px; display: inline-block;">Medium</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Project</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Sheriff Work Crew</div>	Marco Aispuro		Total Time Costs \$117.42 Total Time 6h 0m 0s Total Costs \$117.42	✓ Done Completed by Marco Aispuro on 02/27/2024
#5728	Fix the broken sprinkler line	Nolan Sports Complex	<div style="background-color: #f4a460; padding: 2px; border-radius: 4px; display: inline-block;">Medium</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Damage</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Repair</div>	<div style="background-color: #28a745; color: white; padding: 2px; border-radius: 4px; display: inline-block; margin-bottom: 5px;">T Maintenance Team</div> Hue Vang Jesus Aispuro		Total Time Costs \$46.35 Total Time 2h 0m 0s Total Costs \$46.35	✓ Done Completed by Jesus Aispuro on 02/29/2024
#5741	Replace carb	Maintenance Shop Husqvarna Mower 48"	<div style="background-color: #f4a460; padding: 2px; border-radius: 4px; display: inline-block;">Medium</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Mechanical</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Maintenance</div>	Hue Vang Dommie		Total Time Costs \$17.51 Total Time 1h 0m 0s Total Costs \$17.51	✓ Done Completed by Dommie on 02/29/2024
#5740	Light Bulb Out	Activity Center	<div style="background-color: #28a745; color: white; padding: 2px; border-radius: 4px; display: inline-block;">Low</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Request</div>	<div style="background-color: #28a745; color: white; padding: 2px; border-radius: 4px; display: inline-block; margin-bottom: 5px;">T Maintenance Team</div> Jesus Aispuro		Total Time Costs \$4.89 Total Time 15m 0s Total Costs \$4.89	✓ Done Completed by Jesus Aispuro on 02/29/2024

ID	TITLE	LOCATION & ASSET	CATEGORIES	ASSIGNEES	DUE	TIME & COST	STATUS
#5673	Brandt Field fence repair.	Maintenance Shop Bobcat T550	High Project Repair	T Maintenance Team joseph velasquez Eric Danner Hue Vang Jesus Aispuro Marco Aispuro Paul Vang Dommie		Total Time Costs \$3,846.30 Total Time 170h 13m 17s Total Costs \$3,846.30	✓ Done Completed by Eric Danner on 03/01/2024
#5309	Replace locks in parks	All Parks	High Request	joseph velasquez Eric Danner		Total Time Costs \$176.00 Total Time 8h 0m 0s Total Costs \$176.00	✓ Done Completed by joseph velasquez on 03/01/2024
#5762	Graffiti cover up	Restrooms Parent: Nolan Sports Complex	High Graffiti Removal	Robert Volk		Total Time Costs \$8.00 Total Time 30m 0s Total Costs \$8.00	✓ Done Completed by Robert Volk on 03/01/2024
#5440	Dog park well testing.	Dog Park Parent: Riverbend Park	High Safety	T Maintenance Team joseph velasquez Paul Vang	03/01/2024	Total Time Costs \$32.00 Total Time 2h 0m 0s Total Costs \$32.00	✓ Done Completed by joseph velasquez on 03/01/2024
#5591	Hang new Home and Away signs	Maintenance Shop 2012 Ram 1500 (assigned to Dom)	Medium Maintenance Request	Eric Danner Paul Vang Dommie Robert Volk		Total Time Costs \$86.60 Total Time 5h 4m 30s Total Costs \$86.60	✓ Done Completed by Robert Volk on 03/01/2024
#5766	dog park water testing	Dog Park	High Inspection Safety Request	Paul Vang	03/01/2024	Total Time Costs \$16.00 Total Time 1h 0m 0s Total Costs \$16.00	✓ Done Completed by Paul Vang on 03/01/2024

ID	TITLE	LOCATION & ASSET	CATEGORIES	ASSIGNEES	DUE	TIME & COST	STATUS
#5779	repair fence at nolan	Mitchell Field Parent: Nolan Sports Complex	Low Vandalism Repair	Paul Vang		Total Time Costs \$8.00 Total Time 30m 0s Total Costs \$8.00	✓ Done Completed by Paul Vang on 03/02/2024
#5789	down spout needs repair	Restrooms Parent: Nolan Sports Complex	Medium Vandalism Repair	Paul Vang		Total Time Costs \$9.75 Total Time 36m 34s Total Costs \$9.75	✓ Done Completed by Paul Vang on 03/03/2024
#5798	Weed training The side of the parking lot or the golf area	Riverbend Park	Low Weed Control Sheriff Work Crew	Jesus Aispuro		Total Time Costs \$117.42 Total Time 6h 0m 0s Total Costs \$117.42	✓ Done Completed by Jesus Aispuro on 03/04/2024
#5321	Playtown bathroom sink need to be replaced.	Nelson Sports Complex	Medium Vandalism Repair	Hue Vang Dommie		Total Time Costs \$140.13 Total Time 6h 24m 52s Total Costs \$140.13	✓ Done Completed by Dommie on 03/04/2024
#5800	Hang Wildflower Festival banners	All Parks	Medium Request	T Maintenance Team Eric Danner Hue Vang Jesus Aispuro Marco Aispuro Dommie		Total Time Costs \$173.04 Total Time 8h 0m 0s Total Costs \$173.04	✓ Done Completed by Eric Danner on 03/05/2024
#5761	Trim trees at MLK	Martin Luther King Jr Park	Medium Maintenance	joseph velasquez Hue Vang Jesus Aispuro Marco Aispuro		Total Time Costs \$329.60 Total Time 15h 0m 0s Total Costs \$329.60	✓ Done Completed by joseph velasquez on 03/06/2024

ID	TITLE	LOCATION & ASSET	CATEGORIES	ASSIGNEES	DUE	TIME & COST	STATUS
#5829	Spray round up at Nelson fiel	Nelson Sports Complex	<div style="border: 1px solid orange; border-radius: 5px; padding: 2px; display: inline-block;">Medium</div> <div style="border: 1px solid blue; border-radius: 5px; padding: 2px; display: inline-block; margin-top: 5px;">Preventive</div> <div style="border: 1px solid blue; border-radius: 5px; padding: 2px; display: inline-block; margin-top: 5px;">Field Prep</div>	Marco Aispuro		Total Time Costs \$117.42 Total Time 6h 0m 0s Total Costs \$117.42	<div style="color: green;">✓</div> Done Completed by Marco Aispuro on 03/08/2024
#5828	Mow Nolan Complex	Nolan Sports Complex	<div style="border: 1px solid red; border-radius: 5px; padding: 2px; display: inline-block;">High</div> <div style="border: 1px solid blue; border-radius: 5px; padding: 2px; display: inline-block; margin-top: 5px;">Mow Schedule</div> <div style="border: 1px solid blue; border-radius: 5px; padding: 2px; display: inline-block; margin-top: 5px;">Request</div>	<div style="color: green; font-weight: bold;">T</div> Maintenance Team Jesus Aispuro Dommie	03/08/2024	Total Time Costs \$148.32 Total Time 8h 0m 0s Total Costs \$148.32	<div style="color: green;">✓</div> Done Completed by Jesus Aispuro on 03/08/2024
#5755	Clearing dead limbs from the trees,	Maintenance Shop PJ Dump Trailer	<div style="border: 1px solid orange; border-radius: 5px; padding: 2px; display: inline-block;">Medium</div> <div style="border: 1px solid blue; border-radius: 5px; padding: 2px; display: inline-block; margin-top: 5px;">Preventive</div> <div style="border: 1px solid blue; border-radius: 5px; padding: 2px; display: inline-block; margin-top: 5px;">Safety</div>	<div style="color: green; font-weight: bold;">T</div> Maintenance Team Hue Vang Jesus Aispuro Marco Aispuro Paul Vang		Total Time Costs \$532.18 Total Time 27h 0m 2s Total Costs \$532.18	<div style="color: green;">✓</div> Done Completed by Jesus Aispuro on 03/08/2024
#5849	Lock replacement	Maintenance Shop 2012 Ram 1500 (assigned to Dom)	<div style="border: 1px solid orange; border-radius: 5px; padding: 2px; display: inline-block;">Medium</div> <div style="border: 1px solid blue; border-radius: 5px; padding: 2px; display: inline-block; margin-top: 5px;">Request</div>	Dommie Robert Volk		Total Time Costs \$16.76 Total Time 1h 0m 0s Total Costs \$16.76	<div style="color: green;">✓</div> Done Completed by Robert Volk on 03/08/2024
#5850	Pressure wash	Maintenance Shop 2012 Ram 1500 (assigned to Dom)	<div style="border: 1px solid orange; border-radius: 5px; padding: 2px; display: inline-block;">Medium</div> <div style="border: 1px solid blue; border-radius: 5px; padding: 2px; display: inline-block; margin-top: 5px;">Request</div> <div style="border: 1px solid blue; border-radius: 5px; padding: 2px; display: inline-block; margin-top: 5px;">Clean up</div>	Dommie		Total Time Costs \$17.51 Total Time 1h 0m 0s Total Costs \$17.51	<div style="color: green;">✓</div> Done Completed by Dommie on 03/08/2024
#5860	Cheriff crew	Maintenance Shop Bobcat T550	<div style="border: 1px solid blue; border-radius: 5px; padding: 2px; display: inline-block;">Project</div> <div style="border: 1px solid blue; border-radius: 5px; padding: 2px; display: inline-block; margin-top: 5px;">Sheriff Work Crew</div>	Marco Aispuro		Total Time Costs \$146.78 Total Time 7h 30m 0s Total Costs \$146.78	<div style="color: green;">✓</div> Done Completed by Marco Aispuro on 03/09/2024
#5827	Fix broken post	Maintenance Shop	<div style="border: 1px solid orange; border-radius: 5px; padding: 2px; display: inline-block;">Medium</div>	<div style="color: green; font-weight: bold;">T</div> Maintenance Team		Total Time Costs \$26.84	<div style="color: green;">✓</div> Done

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		2012 Ram 1500 (assigned to Dom)	<div style="border: 1px solid #007bff; border-radius: 5px; padding: 2px; display: inline-block;">Damage</div> <div style="border: 1px solid #007bff; border-radius: 5px; padding: 2px; display: inline-block;">Repair</div>	Dommie Robert Volk		Total Time 1h 31m 59s Total Costs \$26.84	Completed by Dommie on 03/10/2024
#5799	Pressure wash all dugouts at Nolan Complex	Nolan Sports Complex	<div style="background-color: #dc3545; color: white; padding: 2px; border-radius: 5px; display: inline-block;">High</div> <div style="border: 1px solid #007bff; border-radius: 5px; padding: 2px; display: inline-block;">Request</div>	T Maintenance Team Jesus Aispuro Marco Aispuro Dommie		Total Time Costs \$362.05 Total Time 18h 30m 0s Total Costs \$362.05	✓ Done Completed by Dommie on 03/10/2024
#5871	Replace damaged sign	Maintenance Shop 2012 Ram 1500 (assigned to Dom)	<div style="background-color: #ffc107; padding: 2px; border-radius: 5px; display: inline-block;">Medium</div> <div style="border: 1px solid #007bff; border-radius: 5px; padding: 2px; display: inline-block;">Repair</div> <div style="border: 1px solid #007bff; border-radius: 5px; padding: 2px; display: inline-block;">Vandalism Repair</div>	Dommie		Total Time Costs \$26.27 Total Time 1h 30m 0s Total Costs \$26.27	✓ Done Completed by Dommie on 03/10/2024
#5425	Clean and maintenance hustler	Maintenance Shop Hustler Super 104 Mower	<div style="background-color: #ffc107; padding: 2px; border-radius: 5px; display: inline-block;">Medium</div> <div style="border: 1px solid #007bff; border-radius: 5px; padding: 2px; display: inline-block;">Mechanical</div> <div style="border: 1px solid #007bff; border-radius: 5px; padding: 2px; display: inline-block;">Repair</div> <div style="border: 1px solid #007bff; border-radius: 5px; padding: 2px; display: inline-block;">Maintenance</div> <div style="border: 1px solid #007bff; border-radius: 5px; padding: 2px; display: inline-block;">Request</div>	joseph velasquez Hue Vang Marco Aispuro Dommie		Total Time Costs \$265.29 Total Time 13h 30m 0s Total Costs \$265.29	✓ Done Completed by joseph velasquez on 03/11/2024
#5848	Fix the toilet not flushing	Maintenance Shop 2012 Ram 1500 (assigned to Dom)	<div style="background-color: #ffc107; padding: 2px; border-radius: 5px; display: inline-block;">Medium</div> <div style="border: 1px solid #007bff; border-radius: 5px; padding: 2px; display: inline-block;">Repair</div>	Hue Vang Dommie Robert Volk		Total Time Costs \$136.66 Total Time 6h 14m 13s Total Costs \$136.66	✓ Done Completed by Hue Vang on 03/11/2024
#5889	Deep Clean the Bobcat inside and out	Maintenance Shop	<div style="background-color: #dc3545; color: white; padding: 2px; border-radius: 5px; display: inline-block;">High</div> <div style="border: 1px solid #007bff; border-radius: 5px; padding: 2px; display: inline-block;">Maintenance</div>	Marco Aispuro		Total Time Costs \$97.85 Total Time 5h 0m 0s Total Costs \$97.85	✓ Done Completed by Marco Aispuro on 03/11/2024

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#5823	Drain pool	Palermo Pool Parent: Palermo Park	<div style="background-color: #f4a460; padding: 2px; border-radius: 4px; display: inline-block;">Medium</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Safety</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Request</div>	<div style="background-color: #007bff; color: white; padding: 2px; border-radius: 4px; display: inline-block; margin-bottom: 5px;">T Maintenance Team</div> Eric Danner Jesus Aispuro Marco Aispuro Paul Vang		Total Time Costs \$295.27 Total Time 16h 0m 0s <div style="background-color: #e1ecf4; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 5px;">Total Costs \$295.27</div>	<div style="color: green; font-weight: bold;">✓ Done</div> Completed by Eric Danner on 03/12/2024
#5882	Put temp fence around sewage leak.	Riverbend Park	<div style="background-color: #dc3545; color: white; padding: 2px; border-radius: 4px; display: inline-block;">High</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Safety</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Request</div>	<div style="background-color: #007bff; color: white; padding: 2px; border-radius: 4px; display: inline-block; margin-bottom: 5px;">T Maintenance Team</div> joseph velasquez Dommie		Total Time Costs \$39.81 Total Time 2h 16m 24s <div style="background-color: #e1ecf4; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 5px;">Total Costs \$39.81</div>	<div style="color: green; font-weight: bold;">✓ Done</div> Completed by joseph velasquez on 03/12/2024
#4124	Repair dugout roofs and benches and remove score booth (Shawnee Field)	Nelson Sports Complex	<div style="background-color: #dc3545; color: white; padding: 2px; border-radius: 4px; display: inline-block;">High</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Project</div>	<div style="background-color: #007bff; color: white; padding: 2px; border-radius: 4px; display: inline-block; margin-bottom: 5px;">T Maintenance Team</div> joseph velasquez Eric Danner Hue Vang Jesus Aispuro Marco Aispuro Paul Vang Dommie		Total Time Costs \$3,149.47 Total Time 160h 51m 34s <div style="background-color: #e1ecf4; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 5px;">Total Costs \$3,149.47</div>	<div style="color: green; font-weight: bold;">✓ Done</div> Completed by joseph velasquez on 03/12/2024
#5898	Spread gravel in Palermo parking lot	Palermo park	<div style="background-color: #f4a460; padding: 2px; border-radius: 4px; display: inline-block;">Medium</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Maintenance</div>	Eric Danner Hue Vang Jesus Aispuro Marco Aispuro		Total Time Costs \$88.58 Total Time 4h 0m 0s <div style="background-color: #e1ecf4; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 5px;">Total Costs \$88.58</div>	<div style="color: green; font-weight: bold;">✓ Done</div> Completed by Jesus Aispuro on 03/12/2024
#5900	Blow leaves off tennis courts.	Bedrock Tennis Court	<div style="background-color: #f4a460; padding: 2px; border-radius: 4px; display: inline-block;">Medium</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Leaf Removal</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Request</div>	<div style="background-color: #007bff; color: white; padding: 2px; border-radius: 4px; display: inline-block; margin-bottom: 5px;">T Maintenance Team</div> Eric Danner Jesus Aispuro		Total Time Costs \$84.46 Total Time 4h 0m 0s <div style="background-color: #e1ecf4; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 5px;">Total Costs \$84.46</div>	<div style="color: green; font-weight: bold;">✓ Done</div> Completed by Jesus Aispuro on 03/13/2024
#5917	Spray off pee stains at MLK gazebo	Maintenance Shop 2012 Ram 1500 (Trash Truck)	<div style="background-color: #f4a460; padding: 2px; border-radius: 4px; display: inline-block;">Medium</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Clean up</div>	Robert Volk		Total Time Costs \$12.00 Total Time 45m 0s <div style="background-color: #e1ecf4; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 5px;">Total Costs \$12.00</div>	<div style="color: green; font-weight: bold;">✓ Done</div> Completed by Robert Volk on 03/14/2024

ID	TITLE	LOCATION & ASSET	CATEGORIES	ASSIGNEES	DUE	TIME & COST	STATUS
#5918	Spray soccer fields	Maintenance Shop 2012 Ram 1500 (assigned to Dom)	<div style="background-color: #f4a460; padding: 2px; border-radius: 4px; display: inline-block;">Medium</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Preventive</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Weed Control</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Lawn care</div>	Dommie		Total Time Costs \$87.55 Total Time 5h 0m 0s Total Costs \$87.55	<div style="color: green; font-weight: bold;">✓ Done</div> Completed by Dommie on 03/14/2024
#5920	Fix the hole on the chain-link fence	Riverbend Park	<div style="background-color: #28a745; color: white; padding: 2px; border-radius: 4px; display: inline-block;">Low</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Vandalism Repair</div>	Jesus Aispuro	03/16/2024	Total Time Costs \$9.79 Total Time 30m 0s Total Costs \$9.79	<div style="color: green; font-weight: bold;">✓ Done</div> Completed by Jesus Aispuro on 03/14/2024
#5919	ATV hitch broken need weld	Nelson Sports Complex	<div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Repair</div>	Hue Vang		Total Time Costs \$26.78 Total Time 1h 0m 0s Total Costs \$26.78	<div style="color: green; font-weight: bold;">✓ Done</div> Completed by Hue Vang on 03/14/2024
#5943	Cheriff crew	Maintenance Shop Bobcat T550	<div style="background-color: #f4a460; padding: 2px; border-radius: 4px; display: inline-block;">Medium</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Sheriff Work Crew</div>	Marco Aispuro		Total Time Costs \$156.56 Total Time 8h 0m 0s Total Costs \$156.56	<div style="color: green; font-weight: bold;">✓ Done</div> Completed by Marco Aispuro on 03/16/2024
#5932	Sheriff crew	Maintenance Shop Bobcat T550	<div style="background-color: #dc3545; color: white; padding: 2px; border-radius: 4px; display: inline-block;">High</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Project</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Sheriff Work Crew</div>	Jesus Aispuro Marco Aispuro		Total Time Costs \$313.12 Total Time 16h 0m 0s Total Costs \$313.12	<div style="color: green; font-weight: bold;">✓ Done</div> Completed by Jesus Aispuro on 03/16/2024
#5812	Move Preschool equipment	Activity Center	<div style="background-color: #dc3545; color: white; padding: 2px; border-radius: 4px; display: inline-block;">High</div> <div style="border: 1px solid #007bff; padding: 2px; border-radius: 4px; display: inline-block; margin-top: 2px;">Request</div>	<div style="background-color: #28a745; color: white; padding: 2px; border-radius: 4px; display: inline-block; font-weight: bold;">T</div> Maintenance Team Hue Vang Dommie Robert Volk	03/16/2024	Total Time Costs \$52.80 Total Time 2h 52m 48s Total Costs \$52.80	<div style="color: green; font-weight: bold;">✓ Done</div> Completed by Robert Volk on 03/17/2024

ID	TITLE	LOCATION & ASSET	CATEGORIES	ASSIGNEES	DUE	TIME & COST	STATUS
#5962	Mow Brandt field	Maintenance Shop Husqvarna Mower 48"	Medium Field Prep Request	Dommie		Total Time Costs \$12.80 Total Time 43m 52s Total Costs \$12.80	✓ Done Completed by Dommie on 03/18/2024
#5885	Field Prep(Men's League) Shawnee & RD Davis Field	Nelson Sports Complex	High Field Prep	T Maintenance Team Hue Vang Jesus Aispuro Paul Vang Dommie	03/18/2024	Total Time Costs \$98.28 Total Time 5h 16m 22s Total Costs \$98.28	✓ Done Completed by Hue Vang on 03/18/2024
#5961	Cheriff crew	Dog Park	Medium Sheriff Work Crew	Marco Aispuro		Total Time Costs \$156.56 Total Time 8h 0m 0s Total Costs \$156.56	✓ Done Completed by Marco Aispuro on 03/18/2024
#5964	Preschool equipment	Activity Center	Medium Request	Paul Vang Dommie Robert Volk		Total Time Costs \$60.93 Total Time 3h 40m 0s Total Costs \$60.93	✓ Done Completed by Robert Volk on 03/19/2024
#5886	Field Prep (COED) Shawnee Field	Shawnee Field Parent: Nelson Sports Complex	High Field Prep	T Maintenance Team Jesus Aispuro Paul Vang	03/19/2024	Total Time Costs \$47.85 Total Time 2h 41m 36s Total Costs \$47.85	✓ Done Completed by Jesus Aispuro on 03/19/2024
#5976	Pick up and throw away all fallen panels.	Nelson Sports Complex	Low Request	T Maintenance Team Jesus Aispuro Marco Aispuro		Total Time Costs \$39.14 Total Time 2h 0m 0s Total Costs \$39.14	✓ Done Completed by Marco Aispuro on 03/20/2024



FACILITY USE AGREEMENT

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 Community Action Agency of Butte County, Inc., a California non-profit corporation ("CAA") who desire to enter into this Agreement for CAA's reservation(s) and use of real property owned by District generally known as Forbestown Hall ("Hall") and therefore agree as follows:

Use of Hall. The Hall, depicted in Exhibit A to this Agreement, is that structure and underlying real property described as 19100 New York Flat Road, Forbestown, CA 95941. Among all users of the site, CAA shall have the priority to reserve and use the Hall for one day each month for community distribution events. Prior to or at the beginning of each quarter, CAA shall submit to District a full and complete schedule of its intended uses (including times and dates of distributions) for its acceptance. Once approved by the District, the schedule shall entitle CAA to use of the Facility for the dates and times indicated therein. Should CAA subsequently wish to alter the schedule after the District's approval, then any and all changes, deletions, and additions to the previously approved schedule shall be submitted to District as soon as possible but in no event later than three weeks prior to any desired change for District's approval, and if so approved, the new schedule shall be adopted by the parties. Building keys and codes will not be provided to the CAA. All scheduled events will have a facility attendant, provided by the District, to unlock the Hall prior to the agreed use time. The facility attendant will return to lock the Hall at the conclusion of the event.

Payment. In consideration of CAA non-profit status, the community service provided by CAA in use of the Hall and the historic clean condition of Hall left by CAA after each use, the District agrees to waive regular rental fees as set by the Board of Directors (the "Fee"). In lieu of this fee waiver, CAA shall organize an annual clean up event or donations made by the CAA on the Hall. Projects must be approved in advance by the District. Receipts and volunteer tracking sheets must be submitted to the District to determine the value of in-kind work and/or donations.

Surrender. Within three (3) hours following the end of each distribution event, CAA shall peaceably vacate the Hall and remove from the premises all debris, signs or equipment used for the event.

Indemnity. CAA hereby agrees to indemnify, defend and hold District harmless against any and all liabilities, losses, claims, demands, judgments, deficiencies, costs, damages or expenses of any kind, nature and description, including reasonable attorneys' fees, that may arise from CAA's use of the Hall. If District elects to represent itself, then District shall be permitted to defend or prosecute any and all claims of indemnity, contribution or reimbursement under California law.

Insurance. CAA 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 \$2,000,000.00 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, if CAA hires any employee, to perform any or all of its obligations under the Agreement. It will provide the District with a certified copy of Worker's Compensation Insurance policy prior to the hiring of any such employee.

Compliance. CAA agrees to comply with all federal, state, or local laws or ordinances during its use, operation, maintenance and/or improvement of Hall.

Conditions of Default. Every requirement to be kept and performed by CAA shall be an express condition to the continued existence of CAA rights herein. In the event CAA refuses or otherwise fails to remedy, correct or otherwise comply with such conditions mentioned in any notice of default within seven (7) 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 CAA. In the event that a violation of any condition herein is waived by consent, expressed or implied, of the District, such waiver of the violation does not constitute waiver of that condition in the future, nor any other condition herein described.

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

DISTRICT:

Feather River Recreation and Park District

_____ Date _____

Robert Brian Wilson, Interim General Manager

_____ Date _____

Scott Kent Fowler, Board Chair

CAA:

Community Action Agency of Butte County, Inc.

_____ Date _____

Lee Wells, Community Services Manager

EXHIBIT "A"
Forbestown Hall

