



**Paradise Recreation and Park District
Board of Directors - Regular Meeting**
Terry Ashe Recreation Center, Room B
Wednesday, May 11, 2022, 6:00 pm

The public may listen to this meeting via computer or telephone. The public may submit comments prior to the meeting via email to BODclerk@paradisepd.com before 1:00 p.m. on the day of the meeting and they will be read into the record. Please use the link to join the webinar: <https://us02web.zoom.us/j/84518561101?pwd=YlBnYlBpM0VMVk4vNzkxd2JXRHQzQT09> Or via Telephone: Dial by your location: +1 669 900 9128 US (San Jose), +1 346 248 7799 US (Houston), or +1 253 215 8782 US (Tacoma). Meeting ID: 845 1856 1101 Password: 282411

Members of the public may comment on Agenda items at the time the item is presented. Speakers may comment on items not listed on the Agenda under Public Comment. Comments should be limited to a maximum of three (3) minutes. State Law prohibits the PRPD Board of Directors from acting on items not listed on the agenda. Please notify the meeting clerk prior to the start of the meeting if you wish to be heard.

1. CALL TO ORDER

- 1.1. Pledge of Allegiance
- 1.2. Roll Call
- 1.3. Welcome Guests: Trenten H. Dewell, Eagle Scout; Walt Schafer, President Honey Run Covered Bridge Association; Teresa Kludt, President Centerville Recreation and Historical Association.
- 1.4. Special Presentations:
 - A. Mark Cobb (award presentation to Eagle Scout Trenten H. Dewell)
 - B. Walt Schafer (Honey Run Covered Bridge Association)
 - C. Teresa Kludt (Centerville Recreation and Historical Association).

2. PUBLIC COMMENT

3. CONSENT AGENDA

- 3.1. Board Minutes:
 - A. Regular Meeting of March 9, 2022
 - B. Regular Meeting of April 13, 2022
- 3.2. Correspondence: Letter of Support for Kids Fishing Day and Lori McCoslin
- 3.3. Payment of Bills/Disbursements (Warrants and Checks Report)
Check #053789 – 053915 and 900781 – 900791
- 3.4. Information Items (Acceptance only):
 - A. Approved Safety Committee Minutes from March 17, 2022.

4. COMMITTEE REPORTS

- 4.1. Finance Committee Meeting. – The Finance Committee met on April 21, 2022, to discuss the Draft Budget 2022-2023 Fiscal Year.
- 4.2. Recreation and Park Committee Meeting. – The Recreation and Park Committee met on April 26, 2022, to discuss the overview of Lakeridge Park Planning and Design.

5. OLD BUISNESS

- 5.1. Honey Run Covered Bridge Association Agreement. – Staff seek Board authorization to renew the funding agreement with the Honey Run Covered Bridge Association for another two-year term.
Recommendation: *Renew the funding agreement with Honey Run Covered Bridge Association for July 1, 2022, through June 30, 2024, as presented.*

- 5.2. Centerville Recreation and Historical Association. – Staff seek Board authorization to renew the funding agreement with the Honey Run Covered Bridge Association for another two-year term.
Recommendation: *Renew the funding agreement with the Centerville Recreation and Historical Association for July 1, 2022, through June 30, 2024, as presented.*

6. **NEW BUISNESS**

- 6.1. Consideration of Investment Management. – Staff seeks Board authorization to enter into an agreement with Meeder Public Funds (Meeder) to manage PRPD investment funds.
Recommendation: *Authorize District Manager to enter into an agreement with Meeder Public Funds to manage the District investment funds and establish a custodial bank account for associated transactions.*

7. **REPORTS**

- 7.1. District Report
 7.2. Paradise Lake Report

8. **CLOSED SESSION**

- 8.1. The Committee will meet in Closed Session pursuant to California Government Code Section 54957.6, Employee Salary, and Wage negotiations

9. **BOARD COMMENT**

10. **ADJOURNMENT**

Adjourn to the next regular meeting on 6/8/2022 at 6:00 p.m., in Conference Room B, at the Terry Ashe Recreation Center (6626 Skyway, Paradise, California).



In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate in the meeting, please contact the District Administrative Office at 530-872-6393 or info@paradisepspd.com at least 48 hours in advance of the meeting.

This institution is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

2021-2022 ANNUAL REPORT
FROM
HONEY RUN COVERED BRIDGE ASSOCIATION
TO
PARADISE RECREATION AND PARK DISTRICT
May 11, 2022

Overview

This year has been marked by ongoing fund-raising to rebuild the Honey Run Covered Bridge and operate/preserve the Covered Bridge Park, public visitation to the Covered Bridge, special events at the Covered Bridge Park, and development of media to publicize the Bridge and the Park.

FUND-RAISING TO REBUILD THE HONEY RUN COVERED BRIDGE AND PRESERVE THE PARK

Since the Covered Bridge was destroyed by the Camp Fire on November 8, 2018, HRCBA has raised \$1,518,096.22. Sources of funds have included grants from PRPD, the North Valley Community Foundation, the Foor Foundation, the Discovery Shoppe, Soroptimists, the Rotary Clubs of Chico/Paradise/Durham, the Butte County Non-Profit Stabilization Program, the Chico State Construction Management Foundation, and others. Major donations have come from the three companies that removed debris from Paradise after the Camp Fire, as well as from generous families and individuals. HRCBA has also conducted a number of fund-raising activities including golf tournaments, sales of Christmas ornaments/photos/paintings /local whiskey/other items. Free publicity from the *Chico Enterprise-Record*, KPAY, and ActionNewsNow have proven effective. The annual Pancake Breakfast has also helped, as have parking fees at the Covered Bridge Park. We continue our online fund-raising efforts resulting in hundreds of donations. We have also benefitted from donations of materials and labor, especially related to replacement of the Caretaker Cottage in the Covered Bridge Park, where our full-time caretaker resides.

A particularly significant fund-raiser was the recent sale of a 6' by 46" salmon sculpture, created by two local artists from metal debris retrieved from the creek bed after the Camp Fire's destruction of the Covered Bridge. This sculpture was purchased at a substantial price by Dan Gonzales of Dan Gonzales Development Company and will soon be installed in new landscaping in front of The Barn in Meriam Park. Part of the sale revenue came to HRCBA for the Covered Bridge Rebuild.

This revenue has enabled us to completely pay for operation of the Covered Bridge Park (about \$45,000/year) and for construction of Phase 1 of the Covered Bridge Rebuild (\$1,194,133 for columns, foundations, abutments, and rock slope protection.)

We expect to hear with the next few months, through our San Francisco attorneys, about our large Claim to the PG&E Fire Fund. We are hopeful this will cover costs of Phase 2 (est: \$1,545.541 million for decking and trusses) and for Phase 3 (est: \$806,400 for siding and roof). It is possible that Phase 2 construction could begin in summer 2022.

The contribution of \$5,000 from PRPD helps cover costs of insurance and supplies for the Covered Bridge Park.

PUBLIC VISITS TO COVERED BRIDGE PARK

The 1.1 acre Covered Bridge Park, owned by HRCBA, is open to the public daily from 9 AM until sunset. Families and individuals come to view progress of the Covered Bridge Rebuild, to picnic, swim, relax, photograph, and enjoy the beauty of Butte Creek and the Canyon. Our live-in Caretaker is a welcoming host, who keeps weeds and native shrubbery under control, and maintains clean restrooms. Added this year adjacent to the restrooms is a new Free Little Library, built by a canyon resident as a miniature Covered Bridge and named after Leah Lokan, a loved Canyon resident who was tragically killed by a grizzly bear while on a multi-day mountain biking with friends in Montana--a shocking and tragic loss to our canyon community. We don't have an exact count of visitors but estimate an annual total of 3,000-5,000.

We look forward to expanding the Covered Bridge Park to the far side once the new Covered Bridge is constructed. This will be made possible by the anticipated donation of an acre of land from the family trust who own that land. This expansion will be accessible only through the Covered Bridge, which will continue to be pedestrian-only except in emergencies.

This summer we will construct a new wedding arbor in our existing park which will allow resumption of weddings, a key source of revenue before the Camp Fire and COVID. This arbor has been funded through a generous gift from the Discovery Shoppe in Chico.

SPECIAL EVENTS

The largest event at the Covered Bridge Park is the annual Pancake Breakfast, typically held the first Sunday in June--the same day as the Centerville Recreation and Historical Association's 49er Faire. The Pancake Breakfast usually attracts 500-600 visitors. Pancakes are served by Sheriff Honea and his crew, using their mobile kitchen. This is a valuable opportunity to share the beauty of the Covered Bridge Park and brings together many volunteers from within the Canyon.

We have also held several workdays, mainly to clean up and manicure the grounds and to clean up trash on Honey Run and Centerville Roads. E Clampus Vitus has provided generous manpower along with Canyon residents and HRCBA Board members. Other workdays were devoted to installing the beautiful new flagpole, donated by Chico businessman and nearby Skyway resident Tom Dauterman.

We also have hosted meetings of Durham and Chico Rotary Clubs which were not only pleasant gatherings but provided opportunities to describe and demonstrate progress in rebuilding the Covered Bridge.

In collaboration with PRPD, we recently hosted a public meeting to explain in detail how the Covered Bridge is being rebuilt. Though sparsely attended, it was a valuable discussion. Discussions are underway with PRPD staff to hold a similar session this summer at the Covered Bridge for students from a Paradise charter school. We look forward to similar events moving forward.

MEDIA TO PUBLICIZE THE COVERED BRIDGE AND BUTTE CREEK CANYON

Since fall 2021, two Chico State interns have worked with us to complete three products. First is a professional-level PowerPoint presentation on construction of Phase 1 of the Covered Bridge Rebuild. This will be useful in presentations to service clubs and others. It will also be posted on the HRCBA and Rebuild websites. Second is an 8-minute mini-documentary on the Phase 1 Rebuild, set to music and using photos and video clips taken onsite during construction. Walt Schafer provided the photos, video clips, editing, and narration. It too is being used for publicity on social media. Third, we recently completed a 32-minute video of interviews of five canyon residents describing their experiences during and after the Camp Fire. This is intended as a permanent historical record of these illustrative stories that will be displayed and archived at the Centerville Association's Colman Museum.

HRCBA also maintains a website and Facebook pages that are maintained and regularly updated by a skilled HRCBA Board member. See:

www.hrcoveredbridge.org

Facebook: Honey Run Covered Bridge and Rebuild Honey Covered Bridge

YouTube.com (search for Rebuilding the Honey Run Covered Bridge--Phase 1)

On April 13, 2022, Walt Schafer was honored to serve as Editor For A Day at the ***Chico Enterprise-Record***. His editorial: "Working Together to Rebuild Bridge."

The Honey Run Covered Bridge Association is grateful for the collaboration with and support from the Paradise Recreation and Historical Association and look forward to continuing this partnership.

Submitted by:

Walt Schafer, President

Honey Run Covered Bridge Association

ws.chico@yahoo.com

(530)518-5265

ANNUAL REPORT TO PARADISE RECREATION AND PARKS DISTRICT

From: Centerville Recreation and Historical Association

For: Fiscal Year July 1, 2021 – June 30, 2022

On behalf of the board of directors of the Centerville Recreation and Historical Association (CRHA) we are pleased to provide this annual report to the Paradise Recreation and Park District (PRPD) Board in compliance with the 2021 Cooperative Agreement between the Paradise Recreation and Park District and the Centerville Recreation and Historical Association. This report is intended to provide a brief update of the services, accomplishments and financial status for CRHA during fiscal year July 1, 2021 through June 30, 2022.

Late Fiscal Year - June 2021

- We started fiscal year July 2021 having been able to hold our annual major fundraiser, the Centerville 49er Faire, in June 2021 for the first time since the pandemic shut down in 2020. With Covid protocols in place, we welcomed several hundred members of the general public to our museum and schoolhouse for a day of fun and celebration. This event raised approximately \$10,000 for our association.
- We were successful in late June of 2021 in obtaining a \$5000 State Non-Profit Cultural Institution Covid Relief grant, which helped immensely with expenses due to Covid.

Fiscal Year July 2021 - June 2022

- Monthly community potlucks returned at the schoolhouse when possible during Covid.
- The Centerville schoolhouse was also hosted several “memorial” services for canyon resident families.
- **August 2021** – Schoolhouse hosted California State University, Chico’s Butte Creek Ecological Preserve for community-wide informational meeting on their intended transfer to Mechoopta Indian Tribe.
- **September 2021** – Labor Day Flag Raising at museum and Coffee/Pie Social on grounds (approximately 70 participants.)
- Community BBQ schoolhouse grounds.
- **August 2021** - Hosted Paradise “Clampers” (E. Clampus Vitus) (30-50 participants) for special curator-guided visit to museum, schoolhouse and Centerville cemetery.
- Hosted Work Force Alliance crew for special museum tour and lunch on grounds.
- **October 2021** – Annual Canyon Clean-Up. Canyon-wide volunteer trash clean-up (approximately 50 participants) hosted in conjunction with PRPD – open to public volunteers.
“Sip and Paint” fundraiser held on schoolhouse grounds (20 participants, approximately \$400 raised)
- **December 2021** – Winter Holiday Gift Sale – community fundraising event at schoolhouse with holiday gift baskets for sale, photos with Santa – open to the public.

- **February 2022** –Participated in “Discover Butte County’s” county-wide “Museum Weekend”- We offered a unique museum exhibit featuring the history of gold mining in Butte Creek Canyon. We saw increased visitor attendance (82 visitors to museum) and increased donations for those two days. Open free of charge to the general public for extended hours.
- Special museum tour and out-reach to Paradise Gold Nugget Museum board members and docents held at Colman Museum.
- **March 2022** – Hosted community informational meeting at the schoolhouse regarding “Valley’s Edge” Specific Plan, hosted by the developer – open to the public.
- **April 2022** – Hosted a certified First Aid/CPR class at the schoolhouse – open to the public
- **June 2022** – Centerville 49er Faire will be held June 5, 2022. CRHA’s major annual fundraiser, open to the public, offering special museum exhibits, canyon historical displays, gold-mining demonstrations, wool spinning, country store, plant sale, gift basket sales, food, music, beer and wine and craft vendors.

Attached is an estimated Budget for CRHA for calendar year 2022. Paradise Recreation and Parks District’s annual contribution of \$5000 continues to be our only dependable, continuing income source – all other income comes from fundraising, donations and occasional grants. (Rental income from caretaker’s cottage for our on-site caretaker is a net wash after caretaker/employee payroll, taxes, accounting and worker’s compensation insurance fees.) We are immensely grateful for PRPD’s support of our efforts and partnership with us. CRHA was fortunate to receive a \$5000 Covid relief grant at the end of our prior fiscal year which helped us pay insurance costs, and other qualifying expenses while we were shut down for many months during Covid. We applied for, but did not receive a second Covid Non-Profit Organization Sustainability Grant in 2022. We continue to look for funding sources. Our major needs and financial costs for the future remain tree cutting and removal due to Camp Fire damage and wildfire prevention work around our structures and grounds and the need to repair and replace some of the wood deck on our historic schoolhouse so that we can more safely hold more events outside. We are also in need of increasing our museum security system.

Respectfully Submitted,

Teresa Kludt

Teresa Kludt

President, Centerville Recreation and Historical Association

4/23/2022

004848

Paradise Recreation and Park District
Board of Directors Regular Meeting
Terry Ashe Recreation Center, Room B
March 9, 2022

MINUTES

Special Notice:

Meeting was available to the public via videoconference
webinar: <https://us02web.zoom.us/j/84518561101?pwd=TXRZdUNPTk5MNFM1SWdvdzlmZENUQT09>

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1. CALL TO ORDER:

The regular meeting of the Paradise Recreation and Park District Board of Directors was called to order by Board Chairperson Al McGreehan at 6:01 p.m.

1.1 PLEDGE OF ALLEGIANCE:

Chairperson McGreehan led the Pledge of Allegiance.

1.2 ROLL CALL:

Present: Chairperson Al McGreehan, Vice Chairperson Steve Rodowick, Director Robert Anderson, and Director Dennis Ivey.

Present via tele-conference Mary Bellefeuille

PRPD STAFF:

Present: Assistant District Manager Kristi Sweeney, Recreation Supervisor Scott Amick, Park Supervisor Mark Cobb, and Board Clerk Sarah Hoffman

Staff Present via tele-conference: District Manager Dan Efseaff, Recreation Supervisor Jeff Dailey

Public Present via tele-conference: 1 citizen present

1.3 WELCOME GUESTS:

Sarah Hoffman introduced the guest. Guests are as followed:

Present: John Lane

Present via tele-conference: Jeff Gould

1.4 SPECIAL PRESENTATIONS:

- John Lane (PG, QSD, Principal Scientist, Chico Environmental) gave a presentation on CEQA) California Environmental Quality Act and the process of them and how it all works. After Johns presentation, the Board of Directors and staff asked questions.

2. PUBLIC COMMENT: None

004849

3. CONSENT AGENDA

3.1 Board Minutes: Regular Meeting of February 9, 2022

3.2 Correspondence: None.

3.3 Payment of Bills/Disbursements (Warrants and Checks Report)

Check #053591 – 053699 and 900761 – 900771.

3.4 Information only items

- BOD 2022 Standing Committee Assignments (Final).
- Approved Safety Committee Minutes from January

MOTION:

Vice- Chairperson Rodowick moved to approve the Consent Agenda. The motion was seconded by Robert Anderson and carried with 5 ayes.

ROLL CALL VOTE:

Chairperson Al McGreehan, aye; Vice Chairperson Steve Rodowick, aye; Secretary Mary Bellefeuille, aye; Director Robert Anderson, aye; and Director Dennis Ivey, aye.

4. COMMITTEE REPORTS

4.1 The Personnel Committee met on March 15, 2022, to review job descriptions and Rule 20.

District Manager Efseaff gave an overview of how the Personnel Committee meeting went and what was discussed. Board Chair Bellefeuille thanked the Paradise Recreation and Park District staff for making the job descriptions look unified.

5. Old BUISNESS

5.1 Paradise Welcome Sign. – A citizen led ad-hoc group has led the effort to reconstruct a new Paradise Welcome Sign on the Skyway. The group volunteered time to develop the sign and construction drawings and develop donations for construction. Paradise Rotary will be the sign owner and the group has approached the District to handle maintenance and medallion sales. Staff have prepared a maintenance agreement and fee schedule for Board of Directors consideration. *Recommendation: Approve agreement and adopt fee schedule.*

District Manager Efseaff informed the Board and Staff on the Paradise Welcome Sign Agreement that was written up between PRPD (Paradise Recreation and Park District) and Paradise Rotary

Members of the Board took turns asking District Manager Efseaff questions about the agreement.

Chairperson McGreehan asked about the legal review and District Manager Efseaff confirmed that District Counsel reviewed it.

Chairperson McGreehan asked for public comment. Received none.

004850

District Manager Efseaff then asked for authorization to continue work and corrections on the agreement and to have legal counsel to take another look at it.

Chairperson McGreehan asked for a motion.

MOTION:

Vice- Chairperson Rodowick moved to approve the authorization completion of the Paradise Welcome Sign Agreement. The motion was seconded by Director Ivey and carried with 5 ayes.

ROLL CALL VOTE:

Chairperson Al McGreehan, aye; Vice Chairperson Steve Rodowick, aye; Secretary Mary Bellefeuille, aye; Director Robert Anderson, aye; and Director Dennis Ivey, aye.

5.2 California Environmental Quality Act (CEQA) at Oak Creek – Staff seek Board approval of the Oak Creek Park initial CEQA study and authorize the District Manager to sign on the Mitigated Negative Declaration finding on behalf of the District. *Recommendation: Approve the Oak Creek Park initial CEQA study and authorize the District Manager to sign the Mitigated Negative Declaration on behalf of the District.*

Assistant District Manager Kristi Sweeney gave a brief description on the Oak Creek Park Development project and the initial CEQA Study that she has planned for it. She stated that the study will be reimbursed by the Per Capita Grant. The development project will require a conditional use permit. Staff have initiated a preliminary development review with the town.

Board members made comments on the report that John Lane presented at the beginning of the meeting. John informed the board he will make the changes.

The citizen present via-teleconference commended Chairperson McGreehan for all the T's being crossed in this process.

It was agreed upon by all members to table this item until the April 13, 2020, board meeting.

5.3 Introduction of Revised Job Description (Information Only) - The Personnel Committee has been reviewing the updated Paradise Recreation and Park District draft job descriptions. The full Board is invited to review the revised job descriptions and provide comments or edit suggestions by March 25, 2022. Staff will bring the job descriptions back to the full Board for consideration and possible approval at a future Board meeting.

Chairperson McGreehan and Vice- Chairperson Rodowick both made an acknowledgement on the work that the staff and Personnel Committee have been doing on the job descriptions.

6. NEW BUISNESS:

004851

6.1 Grazing Butte County Fire Safe Council. – The Butte County Fire Safe Council is seeking collaboration with the District as a co-sponsor for a 1-day Grazing Festival at the Terry Ashe Recreation Center this Spring 2022. Recommendation: Authorize the District Manager to complete the Memorandum of Understanding (MOU) with Butte Fire Safe Council to co-sponsor the inaugural Grazing Festival.

District Manager Efseaff gave a brief introduction on the Grazing Festival and then introduced Jeff Gould who then went further into depth about the event and grazing as a fire safety tool.

Members of the board then took turns asking Jeff questions.

Chairperson McGreehan asked if there was any public comment. There were no comments made by the public.

Chairperson McGreehan asked for a motion.

MOTION:

Secretary Bellefeuille moved to authorize the District Manager to complete the MOU with the Butte Fire Safe Council to co-sponsor the inaugural Grazing Festival. The motion was seconded by Director Ivey and carried with 5 ayes.

ROLL CALL VOTE:

Chairperson Al McGreehan, aye; Vice Chairperson Steve Rodowick, aye; Secretary Mary Bellefeuille, aye; Director Robert Anderson, aye; and Director Dennis Ivey, aye.

7. REPORTS:

7.1 District Report

- Secretary Bellefeuille asked about the meeting District Manager Efseaff had with the Magalia Community Park Board and what was discussed. District Manager Efseaff mentioned they talked about the groundbreaking at Lakeridge. Chairperson McGreehan also
- Secretary Bellefeuille asked about the PG&E Bill at the pool and how it had been missed. District Manager, Catherin Merrifield explained that the bill is a group bill and that we were being charged for gas at the pool but not electricity and that it was somehow missed. Park Supervisor, Mark Cobb called them and got it sorted out
- Board members took time asking some other questions about the pool.
- Citizen present via tele-conference made a brief comment that people in Magalia should have a say in a possible sign being put in Magalia. He also gave information on a burning that is happening in Magalia.

7.2 Board Liaison Report

- Director Ivey shared information with the clerk prior to the meeting: he attended the Paradise Town Council and Paradise School District meetings. He stated that there was a presentation

on the school construction.

004852

- Vice Chairperson Rodowick attended the County Board of Supervisors meeting and informed those present that they approved a community plan. He also stated that the Pet Memorial reveal will happen on April 24, 2022.
- Secretary Bellefeuille attended the Upper Ridge Community Council meeting. She stated that they went over families having a plan for emergencies
- Director Anderson went to the Concow/Yankee Hill community meeting and made a comment that they are planning on putting together their own fire safety committee. He also said that they are talking about putting in a BMX bike and Skate Park.
- Chairperson McGreehan attended the Paradise Citizen Alliance Meeting. He stated that they would like to meet quarterly or at least three times a year to get all the organizations together to update one another and network.

8. CLOSED SESSION: NONE

9. BOARD COMMENT: NONE

10. ADJOURNMENT:

Chairperson McGreehan adjourned the meeting at 7:57 p.m. until the next regular Board meeting scheduled on April 13, 2022, at 6:00 p.m. in Conference Room B, at the Terry Ashe Recreation Center, (6626 Skyway, Paradise, California).

Al McGreehan, Chairperson

Mary Bellefeuille, Secretary

Paradise Recreation and Park District
Board of Directors Regular Meeting
 Terry Ashe Recreation Center, Room B
 April 13, 2022

MINUTES

Special Notice:

Meeting was available to the public via videoconference
 webinar: <https://us02web.zoom.us/j/84518561101?pwd=TXRZdUNPTk5MNFM1SWdvdzlmZENUQT09>

#####

1. CALL TO ORDER:

The regular meeting of the Paradise Recreation and Park District Board of Directors was called to order by Board Chairperson Al McGreehan at 6:01 p.m.

1.1 PLEDGE OF ALLEGIANCE:

Chairperson McGreehan led the Pledge of Allegiance.

1.2 ROLL CALL:

Present: Chairperson Al McGreehan, Vice Chairperson Steve Rodowick, Secretary Mary Bellefeuille, and Director Robert Anderson

Excused: Director Dennis Ivey.

PRPD STAFF:

Present: District Manager Dan Efseaff, Assistant District Manager Kristi Sweeney, Recreation Supervisor Scott Amick, and Board Clerk Sarah Hoffman

Staff Present via tele-conference: Recreation Supervisor Jeff Dailey

1.3 WELCOME GUESTS:

Sarah Hoffman introduced the guest. Guests are as followed:

Present: Gus Boston, Shelby Boston, Mark Milburn, Arlinda Black, and Eric Rein

Present via tele-conference: John Stonebreaker

1.4 SPECIAL PRESENTATIONS:

Arlinda Black and Eric Rein-(Paradise Piranhas Swim Team Representatives) were present to discuss their 2021 Income/ Expenses Report and to renew their pool agreement with Paradise Recreation and Park District.

Arlinda informed the public that she is stepping down as President of the swim team and Eric Rein is taking over. The Board Members and PRPD staff then took turns asking Arlinda and Eric questions.

The Board then concurred to move Item 6.1 to be heard and voted on after Item 1.4.

6.1 Piranhas Swim Team Agreement. – The Paradise Piranhas Swim Teams two-year agreement to use the Paradise Recreation and Park District’s (PRPD) swimming pool expired October 31, 2021. Staff seeks approval of the new 2022-2023 agreement. *Recommendation: Authorize the District Manager to sign the agreement between PRPD and the Paradise Piranhas Swim Team.*

Board Members took turns asking Recreation Supervisor Dailey questions about the Paradise Swim Team Agreement. Then there was a brief discussion held between him and Board Members

Chairperson McGreehan recommended that staff make some changes to the wording in the agreement. Staff was willing to make the changes.

MOTION:

Secretary Bellefeuille moved to approve the District Manager to sign the agreement between PRPD and the Paradise Piranhas Swim Team. The motion was seconded by Vice-Chairperson Rodowick and carried with 4 ayes.

ROLL CALL VOTE:

Chairperson Al McGreehan, aye; Vice Chairperson Steve Rodowick, aye; Secretary Mary Bellefeuille, aye; and Director Robert Anderson, aye.

2. PUBLIC COMMENT:

Citizen Stonebreaker made a comment that he is still waiting for a Magalia Committee and would like to see the committee have a say in what is done to the Lakeridge property

He also stated that he is still waiting to see the Profit and Loss Statement for the Ice Rink.

3. CONSENT AGENDA

3.1 Board Minutes: Regular Meeting of March 9, 2022

Staff recommended pulling the March 9, 2022, meeting minutes from the agenda to be approved at the next regular meeting.

3.2 Correspondence: None.

3.3 Payment of Bills/Disbursements (Warrants and Checks Report)

Check #53717-53788 & 900780-900780

3.4 Information only items

- Approved Safety Committee Minutes from February 17, 2022
- Draft Budget for 2022-23 Fiscal Year

3.5 California Environmental Quality Act (CEQA) at Oak Creek

At the March 9, 2022, meeting, Chairperson McGreehan asked staff to make changes on the CEQU Study. Staff took notice of the mistakes and made the appropriate changes.

MOTION:

Vice- Chairperson Rodowick moved to approve the Consent Agenda. The motion was seconded by Secretary Bellefeuille and carried with 4 ayes.

ROLL CALL VOTE:

Chairperson Al McGreehan, aye; Vice Chairperson Steve Rodowick, aye; Secretary Mary Bellefeuille, aye; and Director Robert Anderson, aye.

4. COMMITTEE REPORTS

4.1 Personnel Committee Meeting. – A meeting was held on March 15, 2022, to go over job descriptions and Personnel Rule 20

Secretary Bellefeuille gave a brief description on what was talked about. She stated that there was conversation on changing bereavement time from 3 days to 5 days.

Secretary Bellefeuille also informed the public that there was a closed session on Salary and Wage Negotiations for PRPD Staff.

4.2 Finance Committee Meeting. – A meeting was held on March 17, 2022, to go over Short- and Long-Term Agreement List and 2022-2023 Budget Update.

Vice- Chairperson Rodowick said that the Agreement List needed to be updated and cleaned up. He also stated that he would like to see a draft budget.

5. Old BUISNESS

5.1 Job Descriptions – Staff have updated job descriptions based on comments received by Directors. **Recommendation: Approve revised job descriptions as presented.**

Assistant District Manager gave a brief explanation of the updates job descriptions.

Vice- Chairperson Rodowick asked if staff had looked at other departments job descriptions

District Manager Efseaff informed him that staff had looked at many state job descriptions and that Assistant District Manager Sweeney had done a lot of research in the process of updating the descriptions.

MOTION:

Vice- Chairperson Rodowick moved to approve the Consent Agenda. The motion was seconded by Secretary Bellefeuille and carried with 4 ayes.

ROLL CALL VOTE:

Chairperson Al McGreehan, aye; Vice Chairperson Steve Rodowick, aye; Secretary Mary Bellefeuille, aye; and Director Robert Anderson, aye.

6. NEW BUISNESS:

6.2 Request for Proposal for Auditor. – Staff seek Board approval of a draft Request for Proposal (RFP) for a new auditor for Fiscal Years 2021-22, 2022-23, 2023-24 and authorization to solicit the RFP. *Recommendation: Approve and authorize the District Manager to issue a Request for Proposal (RFP) for an auditor as presented.*

District Manager Efseaff gave an explanation on what we are looking for and why we are looking for a new Auditor.

Board Members and Citizen Stonebreaker took turns asking questions about the RFP process. In which, Assistant District Manager Sweeney responded too.

MOTION:

Secretary Bellefeuille moved to approve and authorize the District Manager to issue a Request for Proposal (RFP) for an auditor as presented. The motion was seconded byand carried with 4 ayes.

ROLL CALL VOTE:

Chairperson Al McGreehan, aye; Vice Chairperson Steve Rodowick, aye; Secretary Mary Bellefeuille, aye; and Director Robert Anderson, aye.

6.3. Challenge Works Agreement. – District staff are considering the replacement of the ropes course lost at Moore Road Park. Staff propose working with Challenge Works to provide site evaluation and market research on the features and location that will best meet District needs. *Recommendation: Authorize the District Manager to sign service proposal from Challenge Works.*

Recreation Supervisor Amick gave a brief report on what Challenge work is and the Service Proposal that was being presented.

District Manager Efseaff also gave some brief insight.

Board Members took turns asking comments about the agreement. Recreation Supervisor Amick provided answers.

MOTION:

Secretary Bellefeuille moved to authorize the District Manager to sign the service proposal from Challenge Works. The motion was seconded by Vice-Chairperson Rodowick and carried with 4 ayes.

ROLL CALL VOTE: Chairperson Al McGreehan, aye; Vice Chairperson Steve Rodowick, aye; Secretary Mary Bellefeuille, aye; and Director Robert Anderson, aye.

7. REPORTS:

7.1 District Report

District Manager Efseaff briefly went through the District Report to talk about some of the updates in the last month.

Board Clerk Hoffman gave some updates on the Paradise Welcome Sign.

Citizen Stonebreaker made a comment about the updates District Map.

7.2 Board Liaison Report

- Vice Chairperson Rodowick went to the County Board of Supervisors meeting and stated that the PRPD was awarded 20,000 from an adjustment. The money will go toward the Yellowstone Kelly Trail. He also mentioned the Pet Memorial Reveal that was coming up.
- Director Anderson mentioned their being talk about the Concow Pool being opened year-round.
- Secretary Bellefeuille attended a P.A.T.C.H meeting with members some of the PRPD staff. She also stated that they are moving forward with the Capital Campaign.
- Chairperson McGreehan attended the L.A.F.T.C.O meeting on April 7, 2022, and stated that the Commission proposed a budget, extended the Oroville Cal Fire Agreement for their services, and approved the Island Annexation Agreement with Chico.

RECESS:

Chairperson McGreehan directed the Board to a short recess at 7:23 p.m.

The public meeting was reconvened by Chairperson McGreehan at 7:33 p.m.

8. CLOSED SESSION:

Chairperson McGreehan called the Board into Closed Session at 7:35 p.m.

8.1 The Committee will met in Closed Session pursuant to California Government Code Section 54957.6, Employee Salary, and Wage negotiations

Chairperson McGreehan reconvened to the regular board meeting at 7:50 p.m.

REPORT ON CLOSED SESSION:

The board had a discussion about current wage and salaries and the possibility of changes.

9. BOARD COMMENT:

Secretary Bellefeuille stated that she was happy to be back at the meetings in person.

10. ADJOURNMENT:

Seeing no further business, the regular meeting of the Paradise Recreation and Park District Board of Directors was adjourned at 7:51 p.m. by Chairperson McGreehan until the next regular Board meeting scheduled on May 11, 2022, at 6:00 p.m. in Conference Room B, at the Terry Ashe Recreation Center, (6626 Skyway, Paradise, California).

Al McGreehan, Chairperson

Mary Bellefeuille, Secretary

Kaylyn Brey
14298 Sinclair Cir
Magalia, CA 95954

May 2, 2022

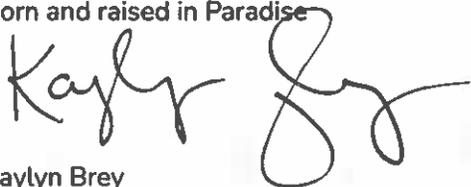
PRPD Office
6626 Skyway
Paradise, CA 95969

To Whom this may concern:

I am writing this letter to share my family's experience at kids fishing day, held April 30, 2022. We have attended Kids fishing day for over 10 years (when PID was in charge). This year was a year my daughter will never forget. She caught 3 fish from 11-3 (between the boat launch and overflow parking). We sat across the lake from the announcing booth. My daughter, Jayda wanted to make sure she would hear her name for the raffle. We ended up not hearing her name that day but Jayda left feeling like a winner! The Kids' Fishing Day experience didn't end at the lake catching fish. She was able to throw, reel, catch, net, help gut, clean, wash, and prepare the three fish that she caught. She did not care to taste her job well done at the lake but she did a lot of learning that day. Thankfully we got wonderful weather. We are blessed that our town gives these kids this opportunity to be out in nature. PRPD did an incredible job keeping the children happy with food, raffle prizes, and being outdoors. Thank you very much for putting this event together and we are already excited for next year's event!

Sincerely,

Born and raised in Paradise

A handwritten signature in black ink that reads "Kaylyn Brey". The signature is fluid and cursive, with the first name "Kaylyn" written in a larger, more prominent script than the last name "Brey".

Kaylyn Brey

P.S. My daughter is 4 and attends the Tiny Tots program at PRPD. I can't express how amazing it is to see the extra effort Teacher Lori puts into her students. We were unable to walk to say Hi to Teacher Lori on kids fishing day, but that didn't stop Teacher Lori from making my daughter feel special. We got a kind message from Teacher Lori that afternoon letting Jayda know what a great fisher girl she was! Teacher Lori has a gift of making kids feel so loved and welcomed, and when us parents see that it makes us feel confident that we have our children in the right program.

PARADISE RECREATION & PARK DISTRICT
COUNTY MONTHLY CHECK REGISTER

Fund 2510

April

CHECK	ISSUE DATE	VOID	PAYEE	SALARY AND BENEFITS	SERVICE SUPPLIES	FIXED ASSETS	NET CHECK	NOTES

053801-053828	4/6/2022		Payroll Summary	16,174.80	0.00	0.00	16,174.80	

Direct Deposit	4/6/2022		Payroll Summary	24,828.14	0.00	0.00	24,828.14	

053853-053876	4/20/2022		Payroll Summary	18,237.30	0.00	0.00	18,237.30	

Direct Deposit	4/20/2022		Payroll Summary	24,022.02	0.00	0.00	24,022.02	

053789	4/1/2022		VISION SERVICE PLAN	203.34			203.34	
053790	4/1/2022		MONICA RANDEEN		61.00		61.00	Refund
053791	4/1/2022		KIM LILES		657.00		657.00	Refund
053792	4/1/2022		O'REILLY AUTO PARTS		226.63		226.63	
053793	4/1/2022		PARADISE IRRIGATION DISTRICT		3,812.42		3,812.42	
053794	4/1/2022		JON FURRY		360.00		360.00	A
053795	4/1/2022		VERIZON WIRELESS		85.06		85.06	
053796	4/1/2022		AWARDS COMPANY		26.60		26.60	
053797	4/1/2022		CHRISTENSEN TELECOMMUNICAT		90.00		90.00	
053798	4/1/2022		ACCULARM SECURITY SYSTEMS		583.00		583.00	
053799	4/1/2022		NAPA AUTO PARTS		23.90		23.90	
053800	4/1/2022		DE LAGE LANDEN FINANCIAL SER		233.68		233.68	
053829	4/8/2022		VOYA INSTITUTIONAL TRUST CO	200.00			200.00	
053830	4/8/2022		VANTAGEPOINT TRANSFER AGEN	775.00			775.00	
053831	4/8/2022		PARADISE RECREATION & PARKS	24,828.14			24,828.14	B
053832	4/8/2022		BUTTE COUNTY		1,273.75		1,273.75	
053833	4/8/2022		THOMAS ACE HARDWARD		1,901.30		1,901.30	
053834	4/8/2022		NORTHSTATE GROCERY INC		157.49		157.49	
053835	4/8/2022		INDUSTRIAL POWER PRODUCTS		148.83		148.83	
053836	4/8/2022		JOSEPH MELLO		477.69		477.69	C
053837	4/8/2022		NORTHSTATE AGGREGATE INC		90.52		90.52	
053838	4/8/2022		INLAND BUSINESS SYSTEMS		281.29		281.29	
053839	4/8/2022		KEN'S PARADISE HITCH & WELD		20.11		20.11	
053840	4/8/2022		KEVIN SHARRAH DESIGNS		80.44		80.44	
053841	4/8/2022		AT&T		0.15		0.15	
053842	4/15/2022		ACME TOILET RENTALS LLC		414.40		414.40	
053843	4/15/2022		HERC RENTALS		165.32		165.32	
053844	4/15/2022		HARRY BURLESON		378.00		378.00	D
053845	4/15/2022		TRI FLAME PROPANE		745.39		745.39	
053846	4/15/2022		VERIZON WIRELESS		457.14		457.14	
053847	4/15/2022		J C NELSON SUPPLY CO		971.74		971.74	
053848	4/15/2022		CHICO RENT A FENCE		316.00		316.00	
053849	4/15/2022		CARDMEMBER SERVICE		2,081.91		2,081.91	
053850	4/15/2022		KELLER SUPPLY COMPANY		2,400.15		2,400.15	
053851	4/15/2022		UMPQUA BANK		13,762.32		13,762.32	
053852	4/15/2022		MELTON DESIGN GROUP		782.00		782.00	
053877	4/22/2022		VOYA INSTITUTIONAL TRUST CO	200.00			200.00	
053878	4/22/2022		VANTAGEPOINT TRANSFER AGEN	775.00			775.00	
053879	4/22/2022		PREMIER ACCESS INSURANCE	1,175.59			1,175.59	
053880	4/22/2022		PARADISE RECREATION & PARKS	24,022.02			24,022.02	B
053881	4/22/2022		CHALLENGE WORKS		750.00		750.00	
053882	4/22/2022		PG&E		6,381.69		6,381.69	
053883	4/22/2022		CLARK PEST CONTROL		434.00		434.00	
053884	4/22/2022		BUTTE COUNTY NEAL ROAD LAND		657.75		657.75	
053885	4/22/2022		COMPUTERS PLUS		281.77		281.77	

CHECK	ISSUE DATE	VOID	PAYEE	SALARY AND BENEFITS	SERVICE SUPPLIES	FIXED ASSETS	NET CHECK	NOTES
053886	4/22/2022		JENNIFER ARBUCKLE		4,037.50		4,037.50	
053887	4/22/2022		LINCOLN EQUIPMENT INC		673.50		673.50	
053888	4/22/2022		MAGOON SIGNS		812.42		812.42	
053889	4/22/2022		MCCLELLAND AIR CONDITIONING		130.00		130.00	
053890	4/22/2022		STAPLES CONSTRUCTION CO INC		41,162.98		41,162.98	E
053891	4/22/2022		STAPLES CONSTRUCTION CO INC		21,200.62		21,200.62	F
053892	4/22/2022		STREAMLINE		360.00		360.00	
053893	4/22/2022		NORTHERN RECYCLING & WASTE		908.02		908.02	
053894	4/22/2022		SANTA BARBARA CONTROL SYST		350.48		350.48	
053895	4/22/2022		CHRISTENSEN TELECOMMUNICAT		434.80		434.80	
053896	4/22/2022		PAYLESS BUILDING SUPPLY		48.21		48.21	
053897	4/22/2022		DEPARTMENT OF JUSTICE		32.00		32.00	
053898	4/29/2022		VISION SERVICE PLAN	203.33			203.33	
053899	4/29/2022		MATTHEW SWEENEY		200.00		200.00	G
053900	4/29/2022		JOSEPH MELLO		90.43		90.43	C
053901	4/29/2022		JON FURY		1,140.00		1,140.00	A
053902	4/29/2022		CENTERVILLE RECREATION & HIS		2,500.00		2,500.00	
053903	4/29/2022		HONEY RUN COVERED BRIDGE		2,500.00		2,500.00	
053904	4/29/2022		STAPLES CONSTRUCTION CO INC		9,100.48		9,100.48	
053905	4/29/2022		TYLER WOODCOX		7.51		7.51	C
053906	4/29/2022		DEBRA EDWARDS		120.00		120.00	Refund
053907	4/29/2022		KELLER SUPPLY COMPANY		561.13		561.13	
053908	4/29/2022		CHICO ENVIRONMENTAL		11,898.00		11,898.00	
053909	4/29/2022		HUPP SIGNS & LIGHTING INC		23,674.54		23,674.54	H
053910	4/29/2022		ALHAMBRA		148.79		148.79	
053911	4/29/2022		O'REILLY AUTO PARTS		87.36		87.36	
053912	4/29/2022		VERIZON WIRELESS		80.03		80.03	
053913	4/29/2022		AT&T		588.65		588.65	
053914	4/29/2022		NORMAC INC		315.41		315.41	
053915	4/29/2022		INLAND BUSINESS SYSTEMS		293.58		293.58	
900781	4/5/2022		ACH CALPERS	6,700.96			6,700.96	
900782	4/8/2022		ACH STATE PR TAX	1,529.03			1,529.03	
900783	4/8/2022		ACH FED PR TAX	12,025.62			12,025.62	
900784	4/8/2022		ACH CALPERS	13,452.48			13,452.48	
900785	4/8/2022		ACH CALIFORNIA STATE DISBURS	289.84			289.84	
900786	4/19/2022		ACH CALPERS	6,612.21			6,612.21	
900787	4/22/2022		ACH STATE PR TAX	1,652.05			1,652.05	
900788	4/22/2022		ACH FED PR TAX	12,209.38			12,209.38	
900789	4/22/2022		ACH CALIFORNIA STATE DISBURS	289.84			289.84	
900790	4/29/2022		ACH CALPERS	2,726.42			2,726.42	
900791	4/29/2022		ACH CALPERS	6,498.49			6,498.49	

TOTALS				116,368.74	165,026.88	0.00	281,395.62	
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GRAND TOTALS				150,780.84	165,026.88	0.00	315,807.72	
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Refunds = 838.00

Notes:

- A) Payments for CPR/First Aid Training
- B) Transferring funds to the Five Star Bank account for direct deposit payroll
- C) Reimbursement
- D) Payment for Judo Instructor
- E) Payment for energy/water conservation at TARC
- F) Payment for fencing at Horse Arena reimbursable by FEMA
- G) Petty cash replenishment check
- H) Payment for TARC plumbing upgrade

b. DOCUMENTED SITE INSPECTIONS, REPAIRS, AND OTHER ACCOMPLISHMENTS RELATED TO SAFETY:

- None.

c. ACCIDENT/INCIDENT REPORTS:

- There was a brief comment by Mark about the vandalism that has been happening at the aquatic park. He stated that they are taking the necessary step to block off parts of the pool to keep people out in hopes of stopping the vandalism.

d. WORKERS' COMPENSATION REPORTS:

- None

3. **MISCELLANEOUS:**

a. Lifeguard Training Update

- Jeff was not present to give an update on this.

Next Safety Meeting Date: April 19, 2022, at 8:30 a.m.

Facilitator: Jeff Dailey, Recreation Supervisor

Sarah Hoffman, Safety Committee Secretary

Date:

cc: CAPRI
PRPD Board 02/17/22 – Draft Copy

https://paradisepd.sharepoint.com/sites/BODMeeting/Shared Documents/Safety Committee/2022/SC_22_0217/Safety.Minutes.DRAFT_2022_0217.docx

Staff Report

May 11, 2022



DATE: 4/22/2022
 TO: PRPD Board of Directors
 FROM: Sarah Hoffman, Administrative Assistant III
 SUBJECT: Finance Committee (Rodowick/Anderson)
 April 21, 2022, at 4:00 p.m.

Attendance: Committee Members: Steve Rodowick, Chairperson: and Robert Anderson, Member
 Staff Members: Dan Efseaff, District Manager, Kristi Sweeney, Assistant District Manager, Catherine Merrifield, District Accountant, and Sarah Hoffman, Administrative Assistant III

The Committee meeting was called to order 4:06 p.m.

The Committee met to:

1. Discuss 2022-2023 Budget Review

District Manager, Dan Efseaff started the meeting off by giving some insight on the 2022-2023 Draft Budget. There was a brief discussion on it before questions were asked by board members.

Chairperson Rodowick and member Anderson both asked about the payroll increase on the budget. Both Efseaff and Assistant District Manager, Kristi Sweeney explained why an increase was needed.

The Committee adjourned at 4:48 p.m.

https://paradisepprd.sharepoint.com/sites/BODMeeting/Shared Documents/_Committee.Finance/2022/FC_2022.0421/Finance.Committee.Report_2022.0421.docx
 5/5/2022

Staff Committee Report

May 11, 2022



DATE: 5/3/2022
 TO: Board of Directors
 FROM: Sarah Hoffman, Board Clerk
 SUBJECT: Park and Recreation Committee Report
 April 26, 2022

Attendance:

Committee Members: Steve Rodowick, Chair; AL McGreehan. Member
 PRPD Staff: Dan Efseaff, District Manager; Kristi Sweeney, Assistant District Manager
 Guest: Greg Melton; Melton Design Group, Patrick Farrar; Melton Design Group, Kathy Hiatt; POA President

The meeting convened at 4:04 pm.

The Committee will meet to:

1. Overview of Lakeridge Park and Design

Patrick Farrar gave a report on the Lakeridge Park Timeline.

Assistant District Manager Sweeney gave information on the grant requirements and structures that must be built with the grant money.

Board Clerk Hoffman Read two public comments. They were submitted by Chris Rauen and Shannon Burton.

Members of the committee and members present took turns asking questions. Answers were provided by members of Melton Design Group and Paradise Recreation and Park Staff.

Kathy asked to have a meeting with District Manager Efseaff, in which he agreed too.

The meeting adjourned at 4:58 pm.

https://paradisepprd.sharepoint.com/sites/BODMeeting/Shared Documents/_Committee.Rec.Park/2022/RPC_22_0426/PR.Report_22.0426.docx
 5/5/2022

Staff Report

May 11, 2022



DATE: 4/29/2022
 TO: Board of Directors
 FROM: Kristi Sweeney, Assistant District Manager
 SUBJECT: Agreement and funding Renewal for Honey Run Covered Bridge Association (HRCBA)

Report in Brief

At the regularly scheduled July 8, 2020 Board of Directors meeting staff presented a draft agreement to formalize the funding relationship with the Honey Run Covered Bridge Association (HRCBA). Board members voted to increase the total annual contribution to \$5,000 per year, paid in 4 equal payments (one payment of \$1,250 per quarter). Board members also directed staff to have legal counsel review the draft agreement before signing on behalf of the District.

Legal council was unable to review the agreement until March 2021. In May 2021 staff recommend, and the Board approved, an extension of the agreement through June 2022 and retroactive payments from July 8, 2021. Staff seek Board authorization to renew the funding agreement with the Honey Run Covered Bridge Association for another two-year term.

Recommendation: *Renew the funding agreement with Honey Run Covered Bridge Association for July 1, 2022 through June 30, 2024 as presented.*

Attachments:

A. Draft Agreement with HRCBA

https://paradisepprd.sharepoint.com/sites/BODMeeting/Shared Documents/_BOD/2022/22.0511/2022.0511.BOD.HRCBA.Agreement.Staff.Report.docx

5/5/2022

**2022-24 COOPERATIVE AGREEMENT
BETWEEN THE PARADISE RECREATION AND PARK DISTRICT AND THE
HONEY RUN COVERED BRIDGE ASSOCIATION (HRCBA)**

This agreement is executed by and between the PARADISE RECREATION AND PARK DISTRICT, a California recreation and park district (the “District”), and HONEY RUN COVERED BRIDGE ASSOCIATION, a California corporation (“HRCBA”), and is based upon the following facts:

A. District desires to engage HRCBA as an independent contractor to perform services on the terms and conditions set forth below.

B. HRCBA desires to accept such engagement as an independent contractor on behalf of District on the terms and conditions set forth below.

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

1. **Scope of Services.** District hereby engages HRCBA to provide services as described in the attached scope of work (the “Services”), a copy of which is attached hereto as Exhibit “A.” Upon mutual agreement, the Services may be revised with all other terms hereof remaining in force. In such event, an amended and dated scope of work signed by both parties hereto will be substituted as Exhibit “A” in lieu of the previous Exhibit “A.”

2. **Standard of Care.** HRCBA’s services performed under this agreement will be performed in a reasonably good, professional, and workmanlike manner.

3. **Status as Independent Contractor.** District and HRCBA agree that HRCBA, in performing the above services, is an independent contractor of District. HRCBA shall be free to perform similar or other services for other persons during the term hereof so long as such does not interfere with HRCBA’s timely performance of the services to be performed by it under this agreement.

4. **Term.** The term of this agreement commenced July 1, 2022 and shall conclude by June 30, 2024. This agreement may be extended for one year upon mutual agreement of both parties in writing.

Notwithstanding the foregoing, this agreement may be terminated by either party by written notice should the other party fail substantially to perform its obligations under this agreement and such default continues thereafter for seven days following delivery of such written notice to it. Either party may terminate this agreement without necessity of cause upon the expiration of 30-days after delivery of written notice thereof to the other. If the District terminates this agreement in the absence of default by HRCBA, HRCBA shall be paid, upon its provision of written documentation therefor and District's acceptance thereof, for services performed and costs incurred by it prior to its receipt of notice of termination from District, including reimbursement for direct expenses due, plus an additional amount, not to exceed ten percent of charges incurred to the termination notice date, to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by HRCBA including but not limited to cancellation fees or charges. HRCBA will use reasonable efforts to minimize such additional charges.

5. **Payment.** District agrees to pay HRCBA a sum equal to HRCBA's actual fees and costs in performing the Services, not to exceed \$5,000 annually. Such sum shall be payable in installments upon completion of each task and delivery of the Deliverables therefor as identified in Exhibit "A." Exhibit B illustrates the cost schedule and or budget used for this project.

6. **Insurance Coverage.** HRCBA, at all times during the term hereof, shall keep and maintain Worker's Compensation insurance as required by applicable state laws and employer's liability coverage and provide the District with proof of this coverage upon execution hereof and upon any renewal thereof during the term hereof. During the performance of this agreement HRCBA also will maintain commercial general liability and automobile liability insurance each with combined limits of not less than \$2 million on claims made, annual aggregate basis, and on an occurrence basis and provide the District with a certification of such insurance naming the District as additional insured with an additional insured endorsement upon execution hereof and upon renewal of any such coverage.

7. **Compliance with Laws.** District and HRCBA shall each use its best efforts to comply with any and all laws, codes, ordinances, and regulations in force at the time of the performance by each under this agreement, insofar as such laws are applicable to a its performance. Unless otherwise provided

for in Exhibit "A" of this agreement or by law, the responsibility for making any disclosures or reports to any third party, for notifying all governmental authorities of the discovery of hazardous materials on the jobsite, and for taking corrective, remedial, or mitigative action shall be solely that of HRCBA.

8. **No Authority to Act as Agent.** HRCBA acknowledges and agrees that it has no actual or implied, inherent or apparent authority to act as an agent for District or bind District in any manner other than in performing the above services or to in any way obligate or bind the District. HRCBA further covenants that it shall not make any implied or actual representations to any other person that it has any such authority.

9. **Indemnification.** HRCBA hereby agrees to indemnify and hold District free and harmless of and from all claims, demands, causes of action, actions, liability, damages, costs and expenses, including attorney's fees incurred by District in enforcing this provision or in defending itself, arising out of or in any way connected with its performance of the above Services, whether resulting from its willful acts or negligence.

10. **General Provisions.**

a. This agreement shall constitute the entire agreement between the parties as to the subject matter hereof.

b. This agreement shall not be assigned by either party without advance written permission from the other party.

c. This agreement shall not be revised without the written consent of either party.

d. If any provision or portion thereof contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.

e. This agreement shall be interpreted and construed in accordance with the laws of the State of California.

f. Either party's failure to enforce any provision or provisions of this agreement shall not be in any way construed as a waiver of any such provision or provisions or prevent that party thereafter from enforcing each and every other provision of this agreement.

DRAFT

g. Should litigation or arbitration be brought to enforce the terms of this agreement, the prevailing party will be entitled to costs and reasonable attorney’s fees.

Executed on the date first above written at Paradise, California.

DISTRICT:

Paradise Recreation and Park District, a California recreation and park district

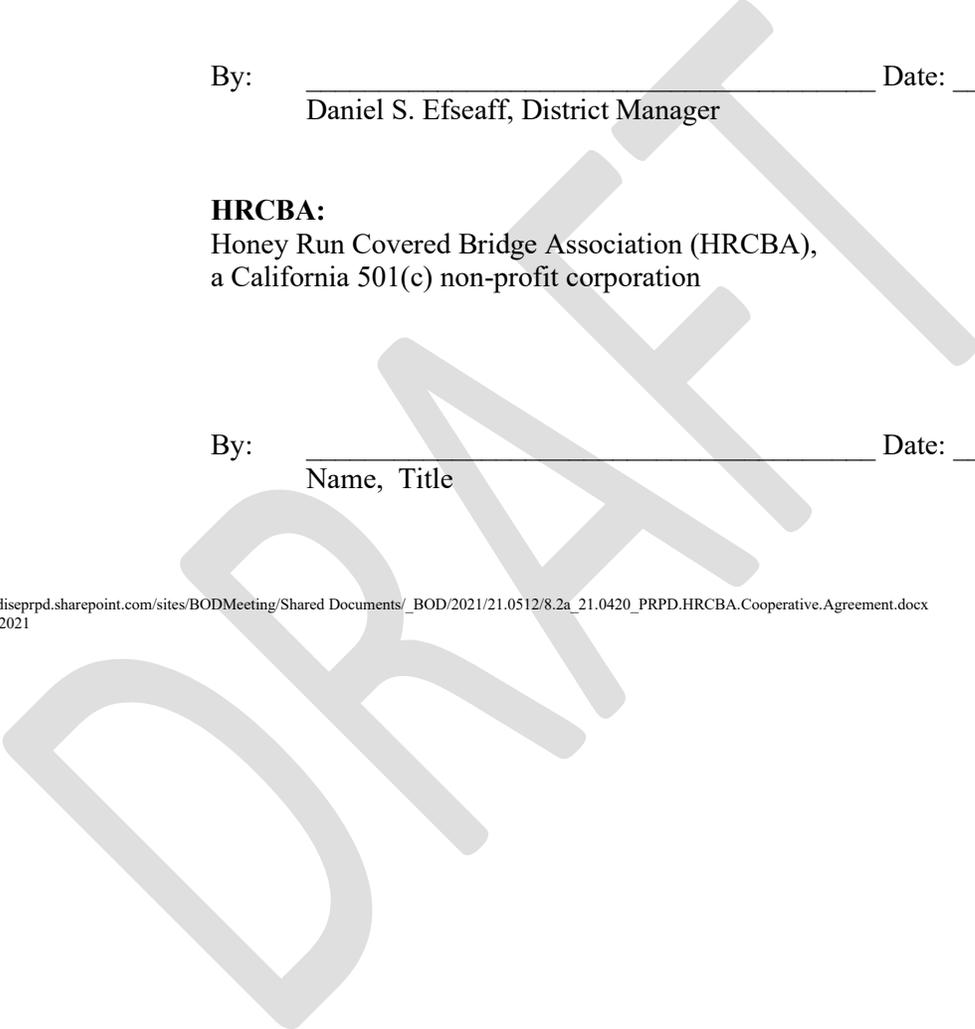
By: _____ Date: ___/___/___
Daniel S. Efseaff, District Manager

HRCBA:

Honey Run Covered Bridge Association (HRCBA),
a California 501(c) non-profit corporation

By: _____ Date: ___/___/___
Name, Title

https://paradisepdpd.sharepoint.com/sites/BODMeeting/Shared Documents/_BOD/2021/21.0512/8.2a_21.0420_PRPD.HRCBA.Cooperative.Agreement.docx
Rev. 03/22/2021



COOPERATIVE AGREEMENT
Exhibit A – SCOPE OF WORK

Honey Run Covered Bridge Association (HRCBA)

The following describes the role and responsibilities and scope of work and/or services that HRCBA will provide to the District.

1. HRCBA agrees to provide Community and Recreational Programming Opportunities for the surrounding areas within the District service area in and about Honey Run Covered Bridge and Centerville and will advertise these Opportunities in the District activity guides and on website.
2. As part of the Agreement, HRCBA will host at least two events, programs, and/or offer its facilities as a venue to host District led events each year in support of the District.
3. HRCBA will submit Activity Guide proposals to the District for events and/or programs within two months of the date of the execution of the agreement. Upon District's written acceptance of proposed events and programs and dates thereof, HRCBA will provide information the District can use to advertise the events and/or programs in the District Activity Guide. Examples of events discussed between HRCBA and the District include Docent led tours, creek clean-up days, guided history presentations/discussions, and a District led Fall Festival.
4. HRCBA will provide an annual update as to an overview of the organization and a written report of services and accomplishments, presented annually to the PRPD Board of Directors. The report may include details on the financial status, services, number of patrons, events, and classes and other pertinent information).
5. The agreements can be extended each year contingent on successful completion of services as agreed.

DISTRICT

The following describes the services that District will provide to facilitate HRCBA's performance of the above.

1. The District seeks to provide the community with events and programs across the District that celebrate the diverse history, ecology, geography, and culture found in our region. By working in collaboration, the District hopes to cross-promote HRCBA events and programs to showcase the plethora of recreation and cultural enrichment opportunities available in our community and to generate interest in HRCBA events and programs.
2. The District will designate at least one (1) District Liaison for HRCBA who will devote reasonable amount to assist HRCBA in planning its overall programs, events, and/or facility usage as related to this agreement.

COOPERATIVE AGREEMENT
Exhibit B – Cost Schedule or Budget

The HRCBA will provide services according to the following budget: not to exceed a total cost of \$5,000 annually.

The District agrees to provide funding support to HRCBA for General Support and for Community and Recreational Programming Opportunities in the total amount of \$5,000.00 per fiscal year and will be paid in equal quarterly payments (\$1,250) by the following dates:

- a. August 31
- b. January 31
- c. March 31
- d. June 30

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Staff Report

May 11, 2022



DATE: 4/29/2022
 TO: Board of Directors
 FROM: Kristi Sweeney, Assistant District Manager
 SUBJECT: Agreement and funding Renewal for Centerville Recreation and Historical Association (CRHA)

Report in Brief

At the regularly scheduled July 8, 2020 Board of Directors meeting staff presented a draft agreement to formalize the funding relationship with the Centerville Recreation and Historical Association (CRHA). Board members voted to increase the total annual contribution to \$5,000 per year, paid in 4 equal payments (one payment of \$1,250 per quarter). Board members also directed staff to have legal counsel review the draft agreement before signing on behalf of the District.

Legal council was unable to review the agreement until March 2021. In May 2021 staff recommend, and the Board approved, an extension of the agreement through June 2022 and retroactive payments from July 8, 2021. Staff seek Board authorization to renew the funding agreement with the CRHA for another two-year term.

Recommendation: *Renew the funding agreement with Centerville Recreation and Historical Association for July 1, 2022 through June 30, 2024 as presented.*

Attachments:

A. Draft Agreement with CRHA

https://paradisepprd.sharepoint.com/sites/BODMeeting/Shared Documents/_BOD/2022/22.0511/2022.0511.BOD.CRHA.Agreement.Staff.Report.docx

5/5/2022

**2022-2023 COOPERATIVE AGREEMENT
BETWEEN THE PARADISE RECREATION AND PARK DISTRICT AND THE
CENTERVILLE RECREATION AND HISTORICAL ASSOCIATION (CRHA)**

This agreement is executed by and between the PARADISE RECREATION AND PARK DISTRICT, a California recreation and park district (the “District”), and CENTERVILLE RECREATION AND HISTORICAL ASSOCIATION, Inc., a California corporation (“CRHA”), and is based upon the following facts:

A. District desires to engage CRHA as an independent contractor to perform services on the terms and conditions set forth below.

B. CRHA desires to accept such engagement as an independent contractor on behalf of District on the terms and conditions set forth below.

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

1. **Scope of Services.** District hereby engages CRHA to provide services as described in the attached scope of work (the “Services”), a copy of which is attached hereto as Exhibit “A.” Upon mutual agreement, the Services may be revised with all other terms hereof remaining in force. In such event, an amended and dated scope of work signed by both parties hereto will be substituted as Exhibit “A” in lieu of the previous Exhibit “A.”

2. **Standard of Care.** CRHA’s services performed under this agreement will be performed in a reasonably good, professional, and workmanlike manner.

3. **Status as Independent Contractor.** District and CRHA agree that CRHA, in performing the above services, is an independent contractor of District. CRHA shall be free to perform similar or other services for other persons during the term hereof so long as such does not interfere with CRHA’s timely performance of the services to be performed by it under this agreement.

4. **Term.** The term of this agreement commenced July 1, 2022 and shall conclude by June 30, 2024. This agreement may be extended for one year upon mutual agreement of both parties in writing. Notwithstanding the foregoing, this agreement may be terminated by either party by written notice should the other party fail substantially to perform its obligations under this agreement and such default continues thereafter for seven days following delivery of such written notice to it. Either party may terminate this agreement without necessity of cause upon the expiration of 30-days after delivery of written notice thereof to the other. If the District terminates this agreement in the absence of default by CRHA, CRHA shall be paid, upon its provision of written documentation therefor and District's acceptance thereof, for services performed and costs incurred by it prior to its receipt of notice of termination from District, including reimbursement for direct expenses due, plus an additional amount, not to exceed ten percent of charges incurred to the termination notice date, to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CRHA including but not limited to cancellation fees or charges. CRHA will use reasonable efforts to minimize such additional charges.

5. **Payment.** District agrees to pay CRHA a sum equal to CRHA's actual fees and costs in performing the Services, not to exceed \$5,000 annually. Such sum shall be payable in installments upon completion of each task and delivery of the Deliverables therefor as identified in Exhibit "A." Exhibit B illustrates the cost schedule and or budget used for this project.

6. **Insurance Coverage.** CRHA, at all times during the term hereof, shall keep and maintain Worker's Compensation insurance as required by applicable state laws and employer's liability coverage and provide the District with proof of this coverage upon execution hereof and upon any renewal thereof during the term hereof. During the performance of this agreement CRHA also will maintain commercial general liability and automobile liability insurance each with combined limits of not less than \$2 million on claims made, annual aggregate basis, and on an occurrence basis and provide the District with a certification of such insurance naming the District as additional insured with an additional insured endorsement upon execution hereof and upon renewal of any such coverage.

7. **Compliance with Laws.** District and CRHA shall each use its best efforts to comply with any and all laws, codes, ordinances, and regulations in force at the time of the performance by each under this agreement, insofar as such laws are applicable to a its performance. Unless otherwise provided for in Exhibit "A" of this agreement or by law, the responsibility for making any disclosures or reports to any third party, for notifying all governmental authorities of the discovery of hazardous materials on the jobsite, and for taking corrective, remedial, or mitigative action shall be solely that of CRHA.

8. **No Authority to Act as Agent.** CRHA acknowledges and agrees that it has no actual or implied, inherent or apparent authority to act as an agent for District or bind District in any manner other than in performing the above services or to in any way obligate or bind the District. CRHA further covenants that it shall not make any implied or actual representations to any other person that it has any such authority.

9. **Indemnification.** CRHA hereby agrees to indemnify and hold District free and harmless of and from all claims, demands, causes of action, actions, liability, damages, costs and expenses, including attorney's fees incurred by District in enforcing this provision or in defending itself, arising out of or in any way connected with its performance of the above Services, whether resulting from its willful acts or negligence.

10. **General Provisions.**

a. This agreement shall constitute the entire agreement between the parties as to the subject matter hereof.

b. This agreement shall not be assigned by either party without advance written permission from the other party.

c. This agreement shall not be revised without the written consent of either party.

d. If any provision or portion thereof contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.

e. This agreement shall be interpreted and construed in accordance with the laws of the State of California.

f. Either party's failure to enforce any provision or provisions of this agreement shall not be in any way construed as a waiver of any such provision or provisions or prevent that party thereafter from enforcing each and every other provision of this agreement.

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g. Should litigation or arbitration be brought to enforce the terms of this agreement, the prevailing party will be entitled to costs and reasonable attorney’s fees.

Executed on the date first above written at Paradise, California.

DISTRICT:

Paradise Recreation and Park District, a California recreation and park district

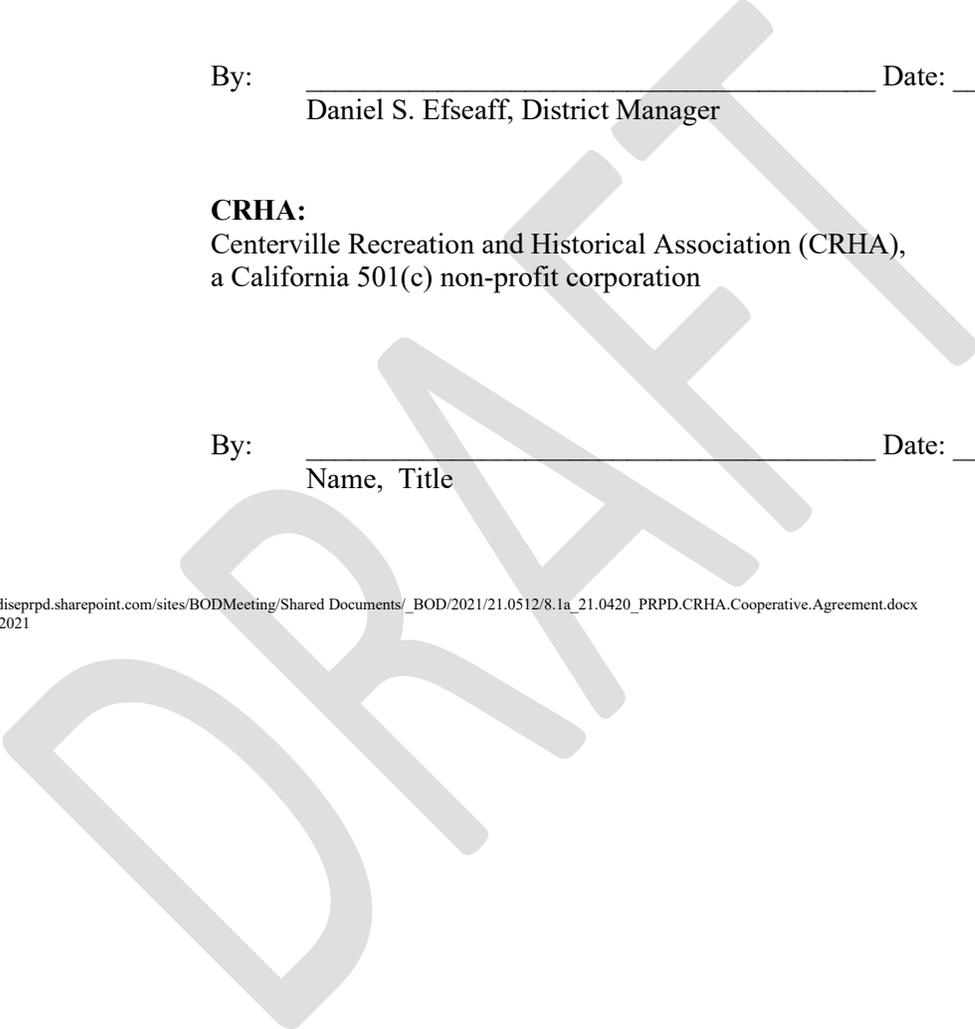
By: _____ Date: ___/___/___
Daniel S. Efseaff, District Manager

CRHA:

Centerville Recreation and Historical Association (CRHA),
a California 501(c) non-profit corporation

By: _____ Date: ___/___/___
Name, Title

https://paradisepdpd.sharepoint.com/sites/BODMeeting/Shared Documents/_BOD/2021/21.0512/8.1a_21.0420_PRPD.CRHA.Cooperative.Agreement.docx
Rev. 03/22/2021



COOPERATIVE AGREEMENT
Exhibit A – SCOPE OF WORK

Centerville Recreation and Historical Association (CRHA)

The following describes the role and responsibilities and scope of work and/or services that CRHA will provide to the District.

1. CRHA agrees to provide Community and Recreational Programming Opportunities for the surrounding areas within the District service area in and about Centerville and will advertise these Opportunities in the District activity guides and on website.
2. As part of the Agreement, CRHA will host at least two events, programs, and/or offer its facilities as a venue to host District led events each year in support of the District.
3. CRHA will submit Activity Guide proposals to the District for events and/or programs within two months of the date of the execution of the agreement. Upon District's written acceptance of proposed events and programs and dates thereof, CRHA will provide information the District can use to advertise the events and/or programs in the District Activity Guide. Examples of events discussed between CRHA and the District include Docent led tours, creek clean-up days, guided history presentations/discussions, and a District led Fall Festival.
4. CRHA will provide an annual update as to an overview of the organization and a written report of services and accomplishments, presented annually to the PRPD Board of Directors. The report may include details on the financial status, services, number of patrons, events, and classes and other pertinent information).
5. The agreements can be extended each year contingent on successful completion of services as agreed.

DISTRICT

The following describes the services that District will provide to facilitate CRHA's performance of the above.

1. The District seeks to provide the community with events and programs across the District that celebrate the diverse history, ecology, geography, and culture found in our region. By working in collaboration, the District hopes to cross-promote CRHA events and programs to showcase the plethora of recreation and cultural enrichment opportunities available in our community and to generate interest in CRHA events and programs.
2. The District will designate at least one (1) District Liaison for CRHA who will devote reasonable amount to assist CRHA in planning its overall programs, events, and/or facility usage as related to this agreement.

COOPERATIVE AGREEMENT
Exhibit B – Cost Schedule or Budget

The CRHA will provide services according to the following budget: not to exceed a total cost of \$5,000 annually.

The District agrees to provide funding support to CRHA for General Support and for Community and Recreational Programming Opportunities in the total amount of \$5,000.00 per fiscal year and will be paid in equal quarterly payments (\$1,250) by the following dates:

- a. August 31
- b. January 31
- c. March 31
- d. June 30

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Staff Report

May 11, 2022



DATE: 4/26/2022
 TO: PRPD Board of Directors (BOD)
 FROM: Catherine Merrifield (District Accountant)
 SUBJECT: Meeder Public Funds

Summary

The District's Investment Policy states, "It is the policy of the Paradise Recreation and Park District to provide guidelines for the prudent investment of District funds and to maximize the efficiency of the District's cash management. The goal is to enhance the economic status of the District consistent with the prudent protection of the District's investments." Staff is seeking Board authorization to enter into an agreement with Meeder Public Funds (Meeder) to manage PRPD investment funds.

Recommendation: *Authorize District Manager to enter into agreement with Meeder Public Funds to manage a portion of District investment funds (Attachment A) and establish a custodial bank account at US Bank for associated transactions (Attachment B).*

1. Background

From 2019 to 2021, the BOD authorized several Financial Investments and Policies for the District. These included:

- 1) A resolution and open new accounts with Five Star Bank,
- 2) A resolution and open CALTRUST accounts,
- 3) A Financial Investment Policy for BOD consideration, and
- 4) A Reserves Policy.

The investment and reserve policies increase transparency and ensure greater compliance with Governmental Accounting Standards Board Statement No. 54. The goal of these moves was to fortify the District's financial position and to add transparency and allow flexibility with fund management to meet those objectives.

Staff noted at the April 14, 2021, meeting, that a follow-up step will be the review of the District's investment portfolio and investments and diversifying the portfolio and increase returns with different instruments. To that end, staff explored options with Meeder Public Funds (Meeder).

Meeder, founded in 1974 and serving public entities since 1990, is a Security and Exchange Commission (SEC) registered fiduciary investment adviser. Meeder customizes solutions for states, countries, cities, schools, townships, libraries, higher education, and special districts. Currently, they have over \$18 billion in public funds assets under management as of 12/31/21. Meeder provides the following services:

- Investment Policy Review - The Investment Policy would be reviewed to ensure it is in line with state law.
- Cash Flow Review – Regular monitoring of cash flows to determine the proper investment to liquid cash ratio.
- Investment Strategy – A minimum of quarterly meetings with professional investment team that will strategically formulate a custom investment plan to meet District needs and interest rate environment.
- Execution of Trades - Meeder utilizes their purchasing power and expansive broker network to ensure best price execution on trades.
- Monthly Reporting and Review - Monthly and quarterly consolidated reporting of assets, including transactions summaries, and custom reports for the Board to keep everyone up to speed on changes in the portfolio and economy. Annual GASB reporting.
- Compliance Monitoring - Best-in-class compliance monitoring system utilizing rules created for District investments based on investment policy, state law, and any additional restrictions placed on the portfolio. Monitoring allows for both pre- and post-trade compliance monitoring.
- Credit Research - In-house research team monitoring corporate issuers in the marketplace, determining

approved issuer list and keeping the District apprised of any changes.

- Banking and Custody – Assistance provided to establish a new banking or custody relationship.

2. Fiscal Impact

Meeder provided information and scenarios with a presentation to staff. Much of the information below stems from that presentation.

Projected returns (Table 1 and Figure 1) would potentially yield substantially more return than our current arrangement. During the time of the evaluation of investment policy and returns

Under the Meeder and custodial bank agreements, new fees would be added. Although the cost is substantial, they should be offset by increased returns on investment. The investment management fee schedule (Table 2) is 0.08% on the first \$25 million under management and 0.04% on anything over \$25 million. If the number ends up being \$32 million that we’re managing initially, it will equate to approximately 0.07125%.

Hypothetical Portfolio Illustration



Paradise Recreation and Parks District portfolio as of 4/12/2022

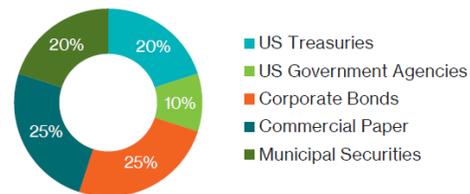
Sample Portfolio

Cash	\$8,184,686
Securities	\$32,700,000
Total Portfolio	\$40,884,686

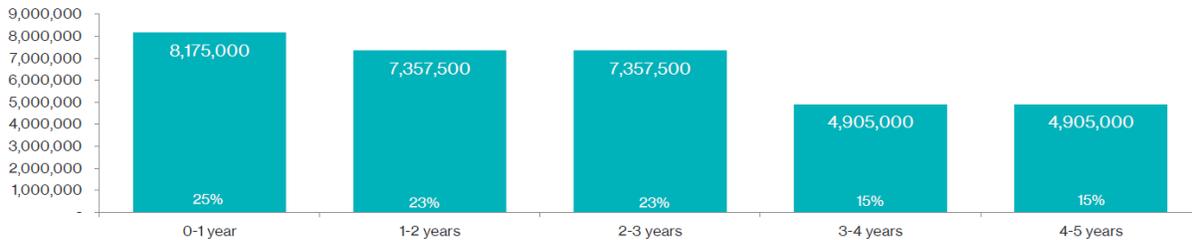
Sample Securities

Weighted Average Maturity	2.29 years
Weighted Average Yield	2.56%
Estimated Annual Income	\$835,856

Sample Asset Allocation



Your Maturity Distribution



PORTFOLIO ILLUSTRATION IS HYPOTHETICAL IN NATURE, DOES NOT REFLECT ACTUAL INVESTMENT RESULTS, AND DOES NOT GUARANTEE FUTURE RETURNS. SEE DISCLOSURE FOR ADDITIONAL INFORMATION.

Figure 1. Example hypothetical portfolio for PRPD.

Table 1. Current versus Meeder investment fees and projected returns

Description	Current	Meeder Sample
Securities	\$32,700,000	\$32,700,000
Securities WAM*	0.01 years	2.29 years
Securities Yield	0.28%	2.56%
Management Fee	-	0.07125%
Net Interest Income	\$90,906	\$812,776

* Weighted average maturity

The arrangement would require that PRPD will have to have a bank account with a third-party custodian bank, such as US Bank (we currently have an account with them). The third-party custodian will hold securities in the public entity’s account (in the entity’s name) at the bank’s trust department. The public entity controls the account with a written custodial agreement. There is a 0.01% fee incurred for the custodian bank (fees shown in Table 2).

Table 2. Proposed total annual fee breakdown on estimated \$32 million invested (divided by 12 when billed monthly).

Assets Under Management	Advisory Fee	Annual Fees	Custody Fee	Custody Fees	Total Fees
\$25,000,000.00	0.08%	\$20,000.00	0.01%	\$2,500.00	\$22,500.00
\$7,000,000.00	0.04%	\$2,800.00	0.01%	\$700.00	\$3,500.00
\$32,000,000.00		\$22,800.00		\$3,200.00	\$26,000.00

3. Discussion

Staff conducted a reference check with the Town of Paradise, one of Meeder’s local clients. Ross Gilb (Finance Director/Town Treasurer) said:

“I can share that I have been very pleased with the service provided by Meeder. They have been very easy to work with and provide great information on a regular basis to both me and Council in a digestible format. It also seems to me that the management of the portfolio has proven to generate competitive rates of return.”

Past performance is not necessarily indicative of future rates of return, but the new account is consistent with District policies and provides potentially a greater return, especially with changing economic conditions. In addition, Meeder’s professional team monitors compliance with District policy and state laws and will likely yield greater returns than the investment at 5-Star Bank, CALTrust, and LAIF. With our reporting system, the BOD will be kept informed of changes to the investment distribution and returns.

Attachments:

- A. Meeder Public Funds – Investment Management Agreement
- B. US Bank – Custody Application Form

https://paradisepprd.sharepoint.com/sites/BODMeeting/Shared Documents/_BOD/2022/22.0511/2022.0511.BOD.Report.Meeder.docx
5/5/2022



Investment Management Agreement

Meeder Public Funds

This Investment Management Agreement (“Agreement”) is effective as of the date executed by and between Meeder Public Funds, Inc. (“Meeder”), its applicable affiliates, and the undersigned account owner (“Client”).

1. **Investment Management Services.** Under this Agreement, Meeder provides discretionary investment management services for public entity clients in accordance with the terms of the applicable state investment code and investment policy.

2. **Appointment.** Client appoints Meeder as discretionary investment manager to manage the assets deposited in any account subject to the terms of this Agreement (“Account”). Meeder accepts the appointment as investment manager and shall invest, reinvest and manage the securities, cash and other assets of the Account subject to any Investment Policy Statement provided by Client. Meeder shall provide advice only with respect to assets in the Account and shall have no responsibility for the actions or non-actions of predecessor investment advisors or for the management of assets other than the assets allocated to the Account.

3. **Trading Authorization.** Client grants Meeder discretionary trading authority and appoints Meeder as agent and attorney-in-fact with respect to investments in the Account. Meeder may direct the purchase, sale, exchange, conversion, delivery or other acquisition or disposition of securities and other investments in the Account and act on behalf of Client in all other matters incidental to the handling of Account investments, all without prior consultation with Client.

4. **Custody.** Meeder will not assume physical custody of the Account or any portion of it. Client shall establish a custodial account with a qualified custodian (“Custodian”). Client will receive from the Custodian account statements and confirmations identifying assets and transactions in the Account. All transactions will be consummated by payment to, or delivery by, the Custodian of all cash, securities and other assets due to or from the Account. The Custodian shall be responsible for investing any daily cash balances in the Account and Meeder will not exercise discretion to select sweep vehicles for the Account.

5. **Investment Objectives and Restrictions.** Client may provide Meeder with an Investment Policy Statement or other written directions setting forth the investment objectives and any specific investment restrictions or limitations which govern the Account. Meeder shall be entitled to rely on such guidelines, objectives and restrictions relating to the Account as it may receive from Client. It is Client’s responsibility to inform Meeder in writing of any changes or modifications to the Investment Guidelines, which shall be given ten days in advance of any such change.

6. **Brokerage.** Unless otherwise directed, Meeder will place trades for the Account through such brokers or dealers as it may select. When selecting brokers, Meeder's primary consideration will be the broker's ability to provide best execution of trades and Meeder may consider the quality and reliability of the brokerage services, trade price and commission, as well as research and other services provided by the broker-dealers.

7. **Trade Aggregation.** Meeder may aggregate trades for multiple clients when, in the adviser’s judgment, aggregation is in the best interests of the clients involved. Orders are aggregated to facilitate best execution and allocate equitably among clients the effects of any market fluctuations that might have otherwise occurred had these orders been placed independently. Where it is not possible to obtain the same execution price for all securities purchased or sold on an aggregated basis, Meeder may allocate trades equitably among its clients using the average execution price.

8. **Fees.** For the services provided in accordance with this Agreement, Client will pay an investment advisory fee as indicated on Schedule A to this Agreement. Investment advisory fees do not include custody fees charged by Client's selected Custodian. Where Client has elected to have fees deducted, Client authorizes the Custodian to deduct fees from the Account and pay them to Meeder.

9. **Solicitor Arrangements.** Meeder accepts Clients referred through unaffiliated introducing advisors ("Solicitors") and Meeder Public Funds, Inc. may pay a referral fee directly or through its affiliate, Meeder Advisory Services, Inc., in connection with Client's Account. Each Client who is introduced to Meeder by a Solicitor will acknowledge the amount of the referral fee in a separate Written Disclosure Statement.

10. **Third-Party Payments.** Meeder or its affiliates receive compensation from unaffiliated third parties for opening, administering or advising certain financial products offered to advisory clients, including STAR Ohio and the Government Insured Deposit Program (GIDP). Asset based advisory fees are not charged for assets invested in products that pay indirect compensation to Meeder.

11. **Proxy Voting.** Meeder does not accept or assume authority to vote proxies for its public fund clients. Clients will receive their proxies or other solicitations directly from their Custodian. Client agrees that Meeder will not advise or act for Client in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held by the Account or the issuers of such securities.

12. **Electronic Delivery.** Client consents to electronic delivery of all documents from Meeder, including but not limited to a copy of the executed Agreement, statements, confirmations, Meeder's Form ADV Part 2, and other general communications.

13. **Confidentiality.** All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as otherwise required by law or as agreed to in writing by Client. Notwithstanding the foregoing, Client consents to the use of Client's name in sales and marketing material used by Meeder or its affiliates solely for the purpose of identifying the Client as an investment advisory client.

14. **Services to Other Clients.** Client understands that Meeder serves as investment adviser for other clients and will continue to do so. Client also understands that Meeder, its personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Meeder is not obligated to buy, sell or recommend for Client any security or other investment that Meeder or its Affiliated Persons may buy, sell or recommend for any other client or their own accounts.

15. **Meeder's Representations.** Meeder represents that it is a registered investment adviser under the Investment Advisers Act of 1940.

16. **Client's Representations.** Client represents and acknowledges that: (i) Client is the sole owner of the Account assets and has full power and authority to enter into this Agreement and to commit the assets to Meeder's management and supervision; (ii) that the person signing this Agreement on behalf of Client is authorized and empowered to establish accounts and commit the assets to Meeder's management and supervision on the entity's behalf; (iii) Client has received Meeder's current Form ADV, Part 2A and B; and (iv) Client has received a copy of Meeder's Privacy Policy.

17. **Term.** This Agreement may be terminated by either party for any or no reason upon delivery by first class U.S. mail, postage prepaid, or delivery by hand, of a written "Notice of Termination" to the other party at least thirty (30) days prior to the date of the intended early termination of this Agreement. Termination of this Agreement will not affect the status, obligations or liabilities of the parties to this Agreement that arose prior to such termination.

18. **Limitation of Liability.** Except for negligence, malfeasance or violation of applicable law, neither Meeder nor its officers, directors or employees shall be liable to Client for any action performed, or omitted to be performed, or for any errors of judgment in managing the Account. Nor shall Meeder be liable to Client for any act or failure to

act by any other third party. The federal securities laws impose liabilities under certain circumstances on persons even when they act in good faith. Therefore, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws.

19. **Assignment.** This Agreement may not be assigned by either party without the consent of the other party. Meeder will provide Client at least thirty (30) days prior written notice of any proposed assignment, and Client’s consent will be presumed unless Client notifies Meeder otherwise in writing prior to the date of the assignment indicated on the notice.

20. **Amendment.** This Agreement may be amended by Meeder with thirty (30) days prior written notice to Client and may be amended immediately upon notice to the extent reasonably required to satisfy federal or state regulatory requirements.

21. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any conflict or choice of law provisions of that State.

22. **Severability.** If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect.

23. **Affiliates.** To the extent necessary to carry out the terms of this Agreement, any named affiliate of Meeder shall be deemed to be a party to the Agreement for that purpose.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents to become effective as of the day and year first written above.

MEEDER PUBLIC FUNDS, Inc.

PARADISE RECREATION & PARKS DISTRICT

BY

BY

TITLE

TITLE

SIGNATURE

SIGNATURE

DATE

DATE



Meeder Public Funds

Schedule of Fees

As of January 2020

This schedule sets forth the standard annual investment advisory fee applicable to the Account under this Agreement. The schedule is tiered and each tier of assets under management will be assessed at the rate set forth in the schedule.

Discretionary Accounts	
Assets Under Management	Annual Advisory Fee
Up to \$25,000,000	0.08%
Over \$25,000,000	0.04%

Investment advisory fees are subject to minimum fee of \$5,000 per year. Fees are calculated and billed monthly in arrears based on the value of the securities, cash and other assets in the account at the end of the billing period. Unless otherwise agreed, fees are deducted directly from the Account.

Custody Fee Schedule

For Clients of Meeder Investment Management

CUSTODIAL SERVICES

- Safekeeping of assets
- Transaction settlement
- Cash Management (all cash swept daily)
- Online account access
- Consolidated accounting & reporting

FEE: 1 BPS ON MARKET VALUE

- Income Collection
- Corporate Action Processing
- Proxy distribution
- Asset Valuation
- Class Action Proceeds collection

TRANSACTION PROCESSING

- | | |
|--------------------------------------|------------|
| ■ Purchases/Sales/Principal Paydowns | ■ Included |
| ■ Physical Trades | ■ Included |
| ■ Mutual Funds Transactions | ■ Included |
| ■ Security Holding Fees | ■ Included |
| ■ Cash receipts and disbursements | ■ Included |

SERVICE AND FEE ASSUMPTIONS

- Custody Fees are charged to the account monthly
- U.S. Bank does not have investment management responsibility
- Fee schedule assumes exclusive use of U.S. Bank approved products for the investment of short term cash.
- This fee schedule pertains to domestic securities. International securities priced separately

Account Name _____

Client Signature _____ Date _____

All of  serving you™



U.S. Bank reserves the right to adjust the fees quoted in this fee schedule should any of the information and assumptions used to generate these fees change prior to the conversation of the account to U.S. Bank.



Please return the following: • Signed application • Copy of formation document (i.e., Inc. = articles of incorporation, non-profit = Form 990) • Copy of government issued photo ID for authorized signers and beneficial owners (see page 3) • Signed fee schedule • Transfer authorization form (if applicable)

Return to: ria.newaccounts@usbank.com

Please complete every section.

Account Owner Information

Entity Name

Account title (If different than name above)

Address (Cannot be a PO Box) Designated Agent (Advisor Name) Meeder Investment Management

City, State, Zip

Tax I.D. NAICS Code: www.census.gov/eos/www/naics

Phone number (required): (To be used for disbursement authorization, see agreement section)

Are there other DBA or trade names used for the same legal entity? YES NO If YES, please provide names:

Check appropriate box for federal tax classification: Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Exempt payee code (if any) Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Other (see instructions) Government

What is the ownership structure of the entity?

Majority Owned by Government (Provide website address): Federally or State Regulated Domestic Financial Institution (Provide regulator): Publicly Traded on a Domestic Exchange (Provide Ticker Symbol):

1. Customer is a U.S. Citizen, U.S. Resident Alien or an entity principally registered in the U.S.: YES NO If NO, please submit a W-8 BEN and state the Customer's country of residence or principal registration: (Note: If no is marked and a W-8 is provided the IRS section on pg. 5 does not apply)

2. Is the entity headquartered outside the United States? YES NO If YES, what country is it located in:

3. Are there physical locations or business addresses for the entity outside the U.S. YES NO If YES, list addresses:

Customer Background and Anticipated Activity

Information in this section is required to establish a baseline for account background and anticipated activity. This information is used primarily to detect suspicious activity. Your account activity is not bound to estimates provided.

1. Primary function of the Entity. (Provide specific information about the entity's business activities).

2. Purpose of the account. (Please provide the reason the Customer is establishing the custody account).

3. Entity's annual revenue. (\$)

4. Entity's primary source of revenue.

Customer Background and Anticipated Activity (cont.)

5. Entity's source of funds for initial and future funding (if any) *(Check all that apply)*:
- Group savings and/or investments Earnings from profession or business Sale of business Insurance proceeds
- Charitable donation or gifts Corporate assets or investments Other: _____
6. From where will **initial funding** for this account originate *(Answer all that apply)*:
- Domestic predecessor bank trustee or custodian: name of institution _____
- Domestic predecessor broker/dealer custodian: name of institution _____
- Foreign predecessor bank or broker/dealer: name of institution _____
- Additional Investors _____
- Initial funding - no existing assets held elsewhere
- Other _____
7. From where will **ongoing funding** for this account originate *(Answer all that apply)*:
- Domestic predecessor bank trustee or custodian: name of institution _____
- Domestic predecessor broker/dealer custodian: name of institution _____
- Foreign predecessor bank or broker/dealer: name of institution _____
- Additional Investors _____
- Other _____
8. Method of initial and ongoing funding for this account to be transmitted by *(Check all that apply)*:
- Wire transfer Transfer from existing U.S. Bank Account Check(s) In-kind transfer from predecessor custodian or trustee
- Foreign wire transfer Other _____
9. Transactions
- a) Anticipated number of cash transactions in and out of the account, per year: 0-10 11-50 51-100 100 +
- b) Anticipated dollar range of cash transactions: \$0-\$5,000 \$5,001- \$10,000 \$10,001- \$20,000 \$20,001- \$50,000
- \$50,001- \$100,000 \$100,001- \$500,000 \$500,001+
- c) Method of disbursements. Check all that apply. Wire Check ACH Transfer to another U.S. Bank account
- d) Will any disbursements be sent outside the United States? YES NO
- If YES, please list countries:
10. Trading
- a) Anticipated number of trades in and out of the account, per year: 0-10 11-50 51-100 100 +
- b) Anticipated dollar range of trade transactions: \$0-\$5,000 \$5,001- \$10,000 \$10,001- \$20,000 \$20,001- \$50,000
- \$50,001- \$100,000 \$100,001- \$500,000 \$500,001+

Tax Lot Methods

For the purpose of complying with Internal Revenue Service regulations requiring cost basis reporting, please select the tax lot selection method for the Account. *Bank recommends that Customer consult with Customer's tax advisor if Customer is unsure of the option that is best for them.*

- Minimize Gain** - Shares are sold from tax lots having the highest per unit federal tax cost with a holding period of more than one year.
- First In First Out ("FIFO")** – Shares are sold from tax lots having the earliest federal tax acquisition date.
- Last In First Out ("LIFO")** – Shares are sold from tax lots having the most recent federal tax acquisition date.
- Highest Federal Cost First Out ("HIFO")** – Shares are sold from tax lots having the highest federal tax cost per share.
- Lowest Federal Cost First Out ("LOFO")** – Shares are sold from tax lots having the lowest federal tax cost per share.
- Specify Tax Lot** – Shares are sold from tax lots that you specify.
- Average Federal Tax Cost** – Shares are sold across all tax lots using the average cost. If the Account holds investments for which this method is not permitted, the FIFO default method will be used, unless Bank is directed otherwise.
- Maximize Gain** - Shares are sold from tax lots having the lowest per unit federal tax cost.

If Customer does not specify a particular tax lot or method above, Customer acknowledges that the FIFO method will be used. If Customer wishes to use a tax lot selection method that is different from what is selected above, on an individual investment or transaction basis, Customer may make that selection when executing the trade.

Shareholder Communications Act Election

Under the Shareholder Communications Act of 1985, as amended, Bank must try to permit direct communications between a company that issues a security held in the Account (the "Securities-Issuer") and any person who has or shared the power to vote, or the power to direct the voting of, that security (the "Voter"). Unless the Voter registers its objection with Bank, Bank must disclose the Voter's name, address, and securities positions held in the Account to the Securities-Issuer upon the Securities-Issuer's request ("Disclosure").

To the extent that Customer is the Voter, Customer hereby (i) acknowledges that failing to check one and only one line below will cause Customer to be deemed to have consented to Disclosure, and (ii) registers their:

- Consent to Disclosure Objection to Disclosure

Sweep Designation

To the extent Bank has received no investment direction for cash, commonly referred to as uninvested cash, Bank will use such Assets to purchase the following (*check only one*):

- U.S. Bank Liquidity Plus (Bank List:IAS) CUSIP:
- U.S. Bank Non-Interest- Bearing Deposit
- Other
- First American Government Obligations Fund Class Z
- Other Mutual Fund's Ticker Symbol (Consult with Designated Agent to see what options may be available)

For terms, conditions, and disclosures relating to the end-of-day cash sweep options above, see the Agreement below.

If the foregoing does not designate one and only one sweep investment option (or there is (a) incomplete information in "Other", or (b) a sweep designation that the Designated Agent and Bank have not established as an option for your Account) then Customer is deemed to have designated the

U.S. Bank Liquidity Plus sweep.

The Designated Agent can change the sweep designation at any time by providing such direction to Bank. Changes to sweep designations may result in changes to account fees; consult the Fee Schedule and the Designated Agent for further information.

The following codes identify payees that are exempt from backup withholding:

- 1 – An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 – The United States or any of its agencies or instrumentalities
- 3 – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4 – A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 – A corporation
- 6 – A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 – A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 – A real estate investment trust
- 9 – An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10 – A common trust fund operated by a bank under section 584(a)
- 11 – A financial institution
- 12 – A middleman known in the investment community as a nominee or custodian
- 13 – A trust exempt from tax under section 664 or described in section 4947

Statements and Online Access

U.S. Bank offers online access to your account. Please provide the following information for those who require online access.

Bank will furnish each Statement Recipient with (i) an Account statement with the frequency designated below (or as subsequently agreed upon by Bank and Customer) within thirty (30) calendar days after the end of the reporting period and (ii) a final Account statement within thirty (30) calendar days after Bank has transferred all Assets from the Account as provided under this Agreement. Such Account statements will reflect Asset transactions during the reporting period and ending Asset holdings. To the extent Customer has established an account in Bank's on-line portal and granted access thereunder to Statement Recipients, Bank will furnish such Account statements by way of such system. If no frequency is so designated or agreed upon, Customer shall be deemed to have designated "Monthly". If Annually is the only frequency selected, client will also receive Quarterly statements.

Name Phone Number
 Address City, State Zip
 Email Existing PIVOT ID

Statement Frequency: Monthly Quarterly Annually **Delivery Method:** Print Online Print and Online

Name Phone Number
 Address City, State Zip
 Email Existing PIVOT ID

Statement Frequency: Monthly Quarterly Annually **Delivery Method:** Print Online Print and Online

Name Phone Number
 Address City, State Zip
 Email Existing PIVOT ID

Statement Frequency: Monthly Quarterly Annually **Delivery Method:** Print Online Print and Online

Authorized Signers

Authorized Individuals – Pursuant to Section 11 of the Custody Agreement, Customer hereby authorizes the following individuals to act on Customer’s behalf.

Name/Title	<input type="text"/>	Signature	<input type="text"/>
Name/Title	<input type="text"/>	Signature	<input type="text"/>
Name/Title	<input type="text"/>	Signature	<input type="text"/>
Name/Title	<input type="text"/>	Signature	<input type="text"/>

Agreement and Signature

By signing this Application, I hereby:

- a) acknowledge receipt of a copy of this Application, and the Custody Agreement
- b) acknowledge that the Custody Agreement is incorporated herein by reference
- c) agree to the terms and conditions of this application and Custody Agreement
- d) acknowledge that Non-deposit investment products are not insured by the FDIC, are not deposits or other obligations of or guaranteed by U.S. Bank National Association or its affiliates, and involve investment risks, including possible loss of the principal amount invested
- e) agree to disclose to Bank if Customer is or becomes a “senior political figure, immediate family member or close associate of a senior political figure” (as defined below), during the duration of the Custody Agreement.

A “senior political figure” is a domestic or foreign senior official in the executive, legislative, administrative, military or judicial branches of a government (whether elected or not), a senior official of a major political party, or a senior executive of a government-owned corporation. In addition, a senior political figure includes any corporation, business, or other entity that has been formed by, or for the benefit of, a senior political figure.

- “Immediate family” of a domestic or foreign senior political figure typically includes the figure’s parents, siblings, spouse, children, and in-laws.
- A “close associate” of a domestic or foreign senior political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior political figure, and includes a person who is in a position to conduct domestic and international financial transactions on behalf of the senior political figure..

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person; and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions.

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signer’s Name (please print)	<input type="text"/>	Signature	<input type="text"/>
Title (please print)	<input type="text"/>	Date	<input type="text"/>

To Be Completed By U.S. Bank

Signer’s Name (please print)	<input type="text"/>	Signature	<input type="text"/>
Title (please print)	<input type="text"/>	Date	<input type="text"/>



Custody Agreement- CIP Exempt

This Custody Agreement (the "Agreement") is between the entity appearing as Customer on the Application above (the "Customer"), and U.S. Bank National Association, a national banking association organized under the laws of the United States with offices in Minneapolis, Minnesota ("Bank").

The parties hereby agree as follows:

SECTION 1: DEFINITIONS

- 1.1 "Account" means (i) the custody account established in the name of Customer and maintained under this Agreement for the Assets (as defined below) and (ii) where the context requires, one or more Sub-accounts (as defined below).
- 1.2 "Accounting Standards" means Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, Fair Value Measurement, or Governmental Accounting Standards Board (GASB) Codification Statement No. 72, *Fair Value Measurement and Application*.
- 1.3 "Assets" means the securities, cash, and other property Customer deposits, or causes to be deposited, from time to time under this Agreement; investments and reinvestments thereof; and income thereon, as provided herein.
- 1.4 "Cash-flow Analysis" means a periodic written analysis of Customer's cash-flow history, short-term financial needs, long-term financial needs, expected levels and timing of deposits, expected levels and timing of distributions, liquidity needs (including but not limited to the anticipated liquidity required to make distributions), ability to provide future funding, and other significant information which could affect cash-flow or the exercise of discretion to manage the Assets.
- 1.5 "CFR" means the Code of Federal Regulations.
- 1.6 "Client-controlled Asset" means an asset that is neither registered in the name of Bank or Bank's nominee nor maintained by Bank at a Depository (as defined below) or with a sub-custodian nor held by Bank in unregistered or bearer form or in such form as will pass title by delivery.
- 1.7 "Code" means the Internal Revenue Code of 1986, as amended.
- 1.8 "Depository" means any central securities depository (such as the DTC), international central securities depository (such as Euroclear Bank SA/NV), or Federal Reserve Bank.
- 1.9 "DTC" means the Depository Trust Company.
- 1.10 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.
- 1.11 "Guidelines" means the written investment objectives, policies, strategies, and restrictions for the Account (or for any Sub-accounts therein), including but not limited to proxy-voting guidelines, as amended from time to time
- 1.12 "Harm" means claims, costs, damages, delayed payment or non-payment on Assets sold, expenses (including attorneys' and other professional fees), fines, interest, liabilities, losses, penalties, stockholders' assessments (asserted on account of asset registration), and taxes.
- 1.13 "Indemnified Person" means Bank and its affiliates, and their officers, directors, employees, agents, successors, and assigns.
- 1.14 "Investment Advice" means a recommendation, or a suggestion to engage in or refrain from taking a particular course of action, as to (i) the advisability of acquiring, holding, disposing of, or exchanging any Asset or any securities or other investment property or (ii) the Guidelines, the Cash-flow Analysis, the composition of the Account's portfolio, or the selection of persons to provide investment advice or investment management services with respect to the Assets.
- 1.15 "Investment Company Act" means the Investment Company Act of 1940, as amended.
- 1.16 "IRS" means the Internal Revenue Service.
- 1.17 "Legal Action" means any freeze order, garnishment, levy, restraining order, search warrant, subpoena, writ of attachment or execution, or similar order relating to the Account.
- 1.18 "Messaging System" means any financial-messaging system, network, or service acceptable to Bank, such as the Society for Worldwide Interbank Financial Telecommunication messaging system.
- 1.19 "Plan-assets Vehicle" means an investment contract, product, or entity that holds plan assets (as determined pursuant to ERISA Sections 3(42) and 401 and 29 CFR Section 2510.3-101).
- 1.20 "SEC" means the United States Securities and Exchange Commission.
- 1.21 "State" means the State of Minnesota.
- 1.22 "Statement Recipient" means Customer and anyone else Customer so designates.
- 1.23 "Sub-account" means a separate portion of the Account.

SECTION 2: APPOINTMENT AND ACCEPTANCE

- 2.1 Customer appoints Bank to provide custody services in connection with the Assets. Bank hereby agrees to hold the Assets in the Account, upon the terms and conditions set forth below.
- 2.2 Establishment of Account.
- 2.2.1 Customer hereby deposits Assets, or causes Assets to be deposited, with Bank.
- 2.2.2 Customer hereby represents, warrants, and covenants as follows, and Bank may resign immediately if Customer breaches of any such representation, warranty, or covenant:
- 2.2.2.1 Customer holds good and valid legal title to all Assets.
- 2.2.2.2 None of the Assets is (i) an asset of any “plan” as defined in ERISA Section 3(3); any “plan” as defined in Code Section 4975(e)(1); any Plan-assets Vehicle; or any plan or entity not otherwise within the foregoing definitions that is subject to similar restrictions under federal, state, or local law; (ii) subject to SEC Rule 15c3-3; U.S. Commodity Futures Trading Commission Rules 1.20, 22.5, or 30.7; or any similar rule or regulation; or (iii) subject to a public-deposits, public-funds, or other State law that would require Bank to set aside any direct government obligations, government-guaranteed obligations, surety bonds, letters of credit, or other assets as security, regardless of the type or amount of capital of Bank, the amount of public deposits held by Bank, or the extent to which the Assets are not insured by the Federal Deposit Insurance Corporation or exceed federal deposit insurance limits.
- 2.2.2.3 Customer is neither (i) an “investment company” that is subject to registration with the SEC under the Investment Company Act, (ii) an “investment company” that is not subject to such registration pursuant to Section 3(c) thereof, (iii) an insurer, nor (iv) a reinsurer.
- 2.2.2.4 Customer is not a trustee of, and has no duty to engage a trustee for, the Assets.
- 2.2.3 As directed by Customer, Bank will establish one (1) or more Sub-accounts and allocate Assets among Sub-accounts. Customer hereby covenants not to direct Bank to establish any Sub-account for the benefit of any entity having a different tax identification number than Customer and acknowledges that each Sub-Account will have the same tax identification number as Customer.
- 2.2.4 Bank will keep the Assets (other than deposits at Bank) separate and apart from the assets of Bank.

SECTION 3: BOOKS, RECORDS, AND ACCOUNTS

- 3.1 Bank shall maintain proper books of account and complete records of Assets and transactions in the Account.
- 3.2 On at least five business days advance written notice, Bank shall permit Customer and Customer’s independent auditors to inspect during Bank’s regular business hours any books of account and records of Assets and transactions in the Account.

SECTION 4: ASSET DELIVERY, TRANSFER, CUSTODY, AND SAFEKEEPING

- 4.1 Customer will from time to time deliver, or cause to be delivered, Assets to Bank. Bank shall receive and accept such Assets for the Account upon directions from Customer.
- 4.2 Customer has designated the frequency of Account statements in the Application.
- 4.3 Except to the extent that Customer and Bank have entered into a separate written agreement that expressly makes Bank an investment manager of the Assets, the Account statements described above (including their timing and form) serve as the sole written notification of any securities transactions effected by Bank for the Account. Even so, Customer has the right to demand that Bank provide written notification of such transactions pursuant to 12 CFR Sections 12.4(a) or (b) at no additional cost to Customer.
- 4.4 Bank shall forward to any person authorized under this Agreement to direct the purchase or sale of an Asset information Bank receives with respect to the Asset concerning voluntary corporate actions (such as proxies, redemptions, or tender offers) and mandatory corporate actions (such as class actions, mergers, stock dividends, or stock splits).
- 4.4.1 Notwithstanding anything herein to the contrary, Bank will, without providing notice, (i) cause Assets to participate in any mandatory exchange transaction that neither requires nor permits approval by the owner of the Assets and (ii) file any proof of claim received by Bank during the term of this Agreement regarding class-action litigation over a security held in the Account during the class-action period, regardless of any waiver, release, discharge, satisfaction, or other condition that might result from such a filing.
- 4.5 Upon receipt of directions from Customer, Bank shall return Assets to Customer, or deliver Assets to such location or third party as such directions may indicate, provided that in connection therewith it is the sole responsibility of Customer to provide any transfer documentation as may be required by the applicable Depository or third party recipient. Bank shall have no power or authority to assign, hypothecate, pledge or otherwise dispose of any Assets, except as provided herein or pursuant to such directions.

SECTION 5: POWERS OF BANK

In the performance of its duties under this Agreement, Bank shall have the power to:

- 5.1 Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to the proper discharge of its duties under this Agreement.
- 5.2 Hire service providers (including, but not limited to, attorneys, depositories, and sub-custodians) to assist Bank in exercising Bank's powers under this Agreement, including any service provider that is affiliated with Bank.
- 5.3 Perform other acts necessary to the proper discharge of its duties under this Agreement.
- 5.4 Hold Assets un-invested pending cash investment, distribution, resolution of a dispute, or for other operational reasons and to deposit the same in an interest-bearing or noninterest-bearing deposit account of Bank, notwithstanding any sweep direction for the Account or Bank's receipt of "float" income from such un-invested cash.
- 5.5 As directed by Customer, bring, defend, or settle lawsuits involving the Account or the Assets at the sole expense of the Account.
- 5.6 Withhold delivery or distribution of Assets that are the subject of a dispute pending final adjudication of the dispute by a court of competent jurisdiction.
- 5.7 Distribute Assets as set forth herein.
- 5.8 Safe-keep Assets as set forth herein.
- 5.9 Register any Asset in the name of Bank or Bank's nominee or to hold any Asset in unregistered or bearer form or in such form as will pass title by delivery, provided that Bank's records at all times show that all such assets are part of the Account.
- 5.10 Maintain Assets that are (i) book-entry securities at any Depository or with any sub-custodian and to permit such Assets to be registered in the name of Bank, Bank's nominee, the Depository, the Depository's nominee, the sub-custodian, or the sub-custodian's nominee and (ii) physical securities at Bank's office in the United States and in a safe place.
- 5.11 Collect all income, principal, and other distributions due and payable on Assets. If Customer directs Bank to search the DTC's Legal Notice System for notice that a particular Asset is in default or has refused payment after due demand, then Bank will conduct such a search and notify Customer of any such notice Bank finds therein.
- 5.12 Exchange foreign currency into and out of United States dollars through customary channels, including Bank's foreign exchange department.
- 5.13 Pledge the Account or any Asset as provided in any separate written control agreement among Customer, Bank, and any secured party identified therein.
- 5.14 Advance funds or securities in furtherance of settling securities transactions and other financial-market transactions under this Agreement.

SECTION 6: PURCHASES

- 6.1 Upon the receipt of directions from Customer, Bank shall settle Customer's purchases of securities on a contractual settlement basis. For the purposes of §9-206 of the Uniform Commercial Code, Customer acknowledges that its legal obligation to pay the purchase price to Bank for such purchases arises immediately at the time of the purchase. Customer hereby covenants and agrees that (i) it shall not instruct Bank to sell any Asset until such Asset has been fully paid for by Customer, and (ii) Customer shall not engage in any practice whereby Customer relies on the proceeds from the sale of an Asset to pay for the earlier purchase of the same Asset.

SECTION 7: SALES

- 7.1 Upon receipt of directions from Customer, Bank will deliver Assets held by it as Bank under this Agreement and sold by or for Customer against payment to Bank of the amount specified in such directions in accordance with the then current securities industry practices and in form satisfactory to Bank. Customer acknowledges that the current securities industry practice for physical securities is for physical delivery of such securities against later payment on delivery date. Bank agrees to use commercially reasonable efforts to obtain payment therefor during the same business day, but Customer confirms its sole assumption of all risks of payment for such deliveries. Bank assumes no responsibility for the risks of collectability of checks received for the Account.

SECTION 8: SETTLEMENTS

- 8.1 Bank shall provide Customer with settlement of all purchases and sales of Assets in accordance with Bank's instruction-deadline schedule provided that Bank has all the information necessary and the Account has all the Assets necessary to complete the transaction.

8.2 To avoid a deficiency in the Account, if the Account does not have sufficient funds to pay for an Asset, Customer covenants and agrees that (i) it shall not initiate any trade without sufficient Assets to settle such trade, and (ii) Customer shall not notify any third party that Bank will settle the purchase of an Asset. Customer covenants and agrees that it will not allow or direct anyone else to act contrary to (i) and (ii) above.

8.3 Bank shall not be liable or responsible for or on account of any act, omission, default, or insolvency of any broker, bank, trust company, person, or other agent designated by Customer to purchase or sell securities for the Account.

SECTION 9: VALUATION; CLIENT-CONTROLLED ASSETS

9.1 For purposes of reporting the value of an Asset on an Account statement:

9.1.1 Bank will report a value that is (i) provided to Bank by a third-party pricing vendor or (ii) readily determinable on an established market, if such value is available to Bank when preparing the statement.

9.1.2 If such value is unavailable, Customer will, upon Bank's request, direct Bank as to the value; Bank will then report such value. Absent such a direction, Bank will report the most recent value that Bank received from the Asset's broker, fund accountant, general partner, issuer, investment manager, transfer agent, or other service provider (commonly known as a pass-through price).

9.1.2.1 To the extent the value of an Asset is so reported, Customer hereby represents and warrants as follows: (i) Customer received, read, and understood any governing documents (such as a limited liability company agreement, limited partnership agreement, trust agreement, or declaration of trust), offering documents (such as a fact sheet, offering circular, offering memorandum, private placement memorandum, prospectus, or summary description), and subscription documents (such as an adoption agreement or subscription agreement) for the Asset; understands the Asset's eligibility requirements, fees and expenses, transfer and withdrawal limitations, type, category, issuer, objectives, principal strategies and risks, current underlying investments, and the identity of the Asset's administrator, investment advisor, auditor, and other service providers (and any affiliations among them) and the services they provide, respectively, to the Asset and the compensation they receive therefor.

(ii) Such value reflects such documents, investment-related information, service-provider information, and fee-and-expense information.

9.1.2.2 Customer covenants and agrees that it will under no circumstances provide Bank with a security issued by Customer or Customer's affiliates, or direct Bank to purchase a security issued by Customer or Customer's affiliates, unless the value of such security is readily determinable on an established market.

9.1.3 Customer hereby acknowledges that Bank is performing a routine, ministerial, non-discretionary valuation function; that the reported value might be neither fair market value nor fair value (under Accounting Standards or applicable law); and that the reported value is not a substitute for (i) investigating the Asset's value in connection with a decision to acquire, hold, dispose of, or exchange any securities or other investment property; (ii) obtaining and ensuring the reliability of an independent third-party appraisal with respect to such a decision; or (iii) obtaining Investment Advice.

9.1.4 Upon Customer's request, Bank will provide Customer with information about Bank's pricing sources and methodologies.

9.2 Customer may direct Bank from time to time to include in the Account statements specific Client-controlled Assets that are registered in the name of Customer. In such a case, Bank has the right to exclude such assets from the Account statements or to include them with a notation about control. To the extent Bank includes them, Customer hereby acknowledges that:

9.2.1 Customer is responsible for reviewing (i) the Account statements to ensure that they include notations about the control of each such asset and (ii) any third-party reports made accessible by Bank to ensure that they do not inaccurately identify the holder of any such assets;

9.2.2 Bank is not responsible for performing any duties under this Agreement (other than statement-reporting duties, as limited herein) with respect to such assets, and Customer assumes all such duties.

9.2.3 When furnishing Account statements or making third-party reports accessible, Bank may rely on information provided by Customer or by Customer's agents, affiliates, or representatives with respect to such assets (including, but not limited to, information on the units, value, or marketability of such assets) without questioning the information. To that end, Customer will cause each holder of such assets to provide Bank with a copy of such holder's periodic Customer account statements with respect to such assets.

9.2.4 Such assets are subject to the Fee Schedule between Customer and Bank.

SECTION 10: LIMITATIONS ON DUTIES

10.1 Customer hereby acknowledges that Bank does not provide any services under this Agreement (i) in a "fiduciary capacity" within the meaning of 12 CFR Section 9.2(e) or (ii) as a "fiduciary" as such term may be defined in State law or otherwise.

- 10.2 The duties of Bank will be strictly limited to those set forth in this Agreement, and no implied covenants, duties, responsibilities, representations, warranties, or obligations shall be read into this Agreement against Bank. Without limiting the generality of the foregoing, Bank shall have no duty to:
- 10.2.1 Evaluate or to advise anyone of the prudence, suitability, or propriety of action or proposed action of Customer in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset; review, question, approve, or make inquiries as to any investment directions received under this Agreement; or review the securities or other property held in the Account with respect to prudence or diversification.
 - 10.2.2 Act as trustee of the Assets.
 - 10.2.3 Act as custodian of any assets other than the Assets.
 - 10.2.4 Act as investment manager of the Assets, except to the extent the Assets are subject to Bank's discretion to manage under a separate written investment-management agreement (if any).
 - 10.2.5 Provide Investment Advice.
 - 10.2.6 Determine, monitor, or collect any contributions to the Account or monitor compliance with any applicable funding requirements.
 - 10.2.7 Inspect, review, or examine any Client-controlled Asset or governing, offering, subscription, or similar document with respect thereto, to determine whether the asset or document is authentic, genuine, enforceable, properly signed, appropriate for the represented purpose, is what it purports to be on its face, or for any other purpose, or to execute such document, regardless of whether Bank has physical possession of such asset or document.
 - 10.2.8 (i) Collect any income, principal, or other distribution due and payable on an Asset if the Asset is in default or if payment is refused after due demand or (ii) except as expressly provided herein, to notify Customer in the event of such default or refusal.
 - 10.2.9 Provide notice of, or forward, mini-tenders (which are tender offers for less than 5% of an outstanding equity or debt issue) for any equity issue or, if any of the following is true, for any debt issue: The debt is not registered with the SEC. The debt issue has a "first received, first buy" basis with no withdrawal privilege and includes a guarantee of delivery clause. Or, the tender offer includes the statement that "the purchase price includes all accrued interest on the note and has been determined in the sole discretion of the buyer and may be more than or less than the fair market value of the notes" or similar language.
 - 10.2.10 Question whether any direction received under this Agreement is prudent or contrary to applicable law; to solicit or confirm directions; or to question whether any direction received under this Agreement by email or Messaging System, or entered into Customer's account in Bank's on-line portal, is unreliable or has been compromised, such as by identity theft.
 - 10.2.11 Calculate, withhold, prepare, sign, disclose, file, report, remit, or furnish to any taxing authority or any taxpayer any federal, state, or local taxes, tax returns, or information returns that may be required to be calculated, withheld, prepared, signed, disclosed, filed, reported, remitted, or furnished with respect to the Assets or the Account, except to the extent such duties are required by law to be performed only by Bank in its capacity as custodian under this Agreement or are expressly set forth herein.
 - 10.2.12 Monitor agents hired by Customer.
 - 10.2.13 Maintain or defend any legal proceeding in the absence of indemnification, to Bank's satisfaction, against all expenses and liabilities which it may sustain by reason thereof.
 - 10.2.14 Advance funds or securities or otherwise expend or risk its own funds or incur its own liability in the exercise of its powers or rights or performance of its duties under this Agreement.

SECTION 11: AUTHORIZED PERSONS; DELIVERY OF DIRECTIONS

- 11.1. Customer has identified the "Designated Agent", who is authorized to act on Customer's behalf, on the Application. Customer has also identified each employee of Customer who is authorized to act on Customer's behalf, by providing such information on the Application. After the execution of this Agreement, Customer may add employees who are authorized to act on Customer's behalf by notifying Bank of the identity thereof on a form provided by Bank. Customer shall provide to bank in writing any limits on the Designated Agent's authority or any additional agent's authority to act on Customer's behalf hereunder. Absent any such limits to the contrary, the Designated Agent and any additional agent is authorized to exercise any right and fulfill any duty of Customer hereunder, including, but not limited to, any authority to direct Bank. Customer consents to Bank providing any agent access to customer account information and other confidential information relating to Customer upon such agent's request. For the avoidance of doubt, any agent shall have the right to self-impose more restrictive limitations on their authority than what Customer has authorized, for regulatory purposes or otherwise, by providing such additional self-imposed limitations to Bank in writing and Bank's written confirmation of acceptance of such limitations. In no event is any agent authorized to amend the Agreement or terminate the Agreement.

- 11.2 In the event that the Designated Agent sends an invoice to Bank and instructs Bank to have the Account pay the invoice, Customer directs Bank to pay any such invoice as presented. Bank is hereby protected and shall incur no liability for acting on such direction and Bank shall have no duty or obligation to establish or investigate whether such invoice was limited to the payment of adviser fees (as agreed between Customer and the Designated Agent or otherwise) or for other purposes.
- 11.3 Bank may assume that any such employee or agent continues to be so authorized, until Bank receives notice to the contrary from Customer.
- 11.4 Customer hereby represents and warrants that any such employee or agent is duly appointed and is appropriately monitored and covenants that Customer will furnish such employee or agent with a copy of this Agreement, as amended from time to time, and with a copy of any communications given under this Agreement to Customer. Customer hereby acknowledges that (i) such employee's or any agent's actions or omissions are binding upon Customer as if Customer had taken such actions or made such omissions itself and (ii) Bank is indemnified, released, and held harmless accordingly.
- 11.5 Any direction, notice, or other communication provided for in this Agreement will be given in writing and (i) unless the recipient has timely delivered a superseding address under this Agreement, addressed as provided under this Agreement, (ii) entered into Customer's account in Bank's on-line portal, or (iii) sent to Bank by Messaging System.
- 11.6 Any direction received under this Agreement by email or Messaging System, entered into Customer's account in Bank's on-line portal, or confirmed by phone as provided below, is deemed to be given in a writing signed by the sender. Customer hereby represents and warrants that Customer maintains commercially reasonable security measures for preventing unauthorized access to its phone designated in the Application, to its portal account; to the email accounts of its agents, and agents' employees; and to any Messaging System used by its agents, and agents' employees, and Customer hereby assumes all risk to the Account of such unauthorized access. Customer hereby acknowledges that Customer is fully informed of the protections and risks associated with the various methods of transmitting directions to Bank and that there may be more secure methods of transmitting directions than the methods selected by Customer and Customer's agents.
- 11.7 In the event that the Designated Agent directs Bank to send data elements listed under the U.S. Bank Information Security Policy as U.S. Bank Customer Confidential Data Elements and other regulatory protected data (collectively, "Protected Data") using something other than Bank's own secure encryption transmission mechanism ("Bank Encryption"), Customer agrees that (a) Bank has no responsibility or liability for questioning, evaluating, or monitoring any vendor, software, or process utilized by the Designated Agent to send Protected Data, (b) any substitute for Bank Encryption that the Designated Agent directs Bank to use is deemed to be at least as protective as Bank Encryption regardless of the vendor, service, or process used, and (c) Bank is fully released, held harmless, and indemnified by Customer in all aspects relating to any direction from the Designated Agent to communicate information about the Account without using Bank Encryption.
- 11.8 Customer acknowledges that, in certain circumstances, Bank may need or elect to contact Customer via phone to confirm an instruction relating to the Account. In such circumstances, Customer understands that Bank will use the phone number designated in the Application and Customer expressly authorizes the Bank to act on any confirmation or instruction provided by the individual with such telephone number. In the event that Customer wishes to add additional phone contacts who are authorized relating to the Account, Customer shall contact Bank for its then-current authorization form for such purposes. Customer understands that Bank shall not be liable for any act taken upon an oral instruction received by Bank when Bank has called such number.

SECTION 12: FEES AND EXPENSES

- 12.1 Customer shall pay Bank compensation for providing services under this Agreement as agreed between Bank and Customer. Bank may also receive compensation from certain mutual funds as outlined in the Mutual Fund Compensation Disclosure.
- 12.2 Customer shall reimburse Bank for expenses, fees, costs, and other charges incurred by Bank in providing services under this Agreement (including, but not limited to, compensation, expenses, fees, costs, and other charges payable to service providers hired under this Agreement).
- 12.3 To the extent of (i) any outstanding compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement or (ii) Customer's other indebtedness to Bank, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time.
- 12.4 To the extent of any advance of funds or securities under this Agreement, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time. Furthermore, nothing in this Agreement constitutes a waiver of any of Bank's rights as a securities intermediary under Uniform Commercial Code §9-206.

SECTION 13: RELEASE

- 13.1 No party is liable for any delay or failure in performing its obligations under this Agreement caused by wars (whether declared or not and including existing wars), revolutions, insurrections, riots, civil commotion, acts of God, accidents, fires, explosions; stoppages of labor, strikes, or other differences with employees (other than Bank's disputes with its employees); laws, regulations, orders, or other acts of any governmental authority; or any other circumstances beyond its reasonable control. Nor will any such failure or delay give any party the right to terminate this Agreement.
- 13.2 To the extent permitted by law, Customer shall be solely liable for its own actions that result in any obligation, loss, claim, and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without Limitation, expenses, penalties, and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, the establishment hereunder of the Account, the acceptance of the Assets deposited therein and the acquisition of any Assets to be purchased hereunder, the retention of such Assets or the proceeds thereof, and any sale, transfer or other application of Assets by Bank in accordance with directions received from Customer, provided, however, that Customer shall not indemnify the Bank for any Losses arising out of this Agreement, and Customer shall not be liable to Bank for Losses arising out of or resulting from Bank's own willful or negligent conduct. The liability arising under this Section shall survive the termination of this Agreement.

SECTION 14: TERMINATION

- 14.1 This Agreement terminates upon the effective date of Bank's resignation or removal under this Agreement.
- 14.2 Bank may resign under this Agreement by notice to Customer. Customer may remove Bank under this Agreement by notice to Bank. The resignation or removal shall be effective thirty (30) calendar days after delivery of the notice, except to the extent the parties agree in writing to a different effective date. By such effective date, Customer shall appoint a new custodian and notify Bank of the appointment. If Customer fails to do so, Bank shall have the right to petition a court at Account expense for appointment of a new custodian. Upon receiving notice of such appointment, Bank will transfer Assets to the new custodian as directed by Customer or the court, as the case may be. However, Bank shall not be required to transfer any Assets until Bank has received payment or reimbursement for all (a) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (b) funds or securities advanced under this Agreement.

SECTION 15: MISCELLANEOUS

- 15.1 Freedom to Deal with Third Parties. Bank is free to render services to others, whether similar to those services rendered under this Agreement or of a different nature.
- 15.2 Binding Obligations. Customer and Bank each represent and warrant that (i) it has the power and authority to transact the business in which it is engaged and to execute, deliver, and perform this Agreement and has taken all action necessary to execute, deliver, and perform this Agreement and (ii) this Agreement constitutes its legal, valid, and binding obligation enforceable according to the terms hereof.
- 15.3 Complete Agreement; Amendment.
- 15.3.1 Complete Agreement. This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter and supersedes any existing agreements between them concerning the subject.
- 15.3.2 Amendment. This Agreement may be amended at any time, in whole or in part, by a written instrument signed by Customer and Bank. Notwithstanding the foregoing, if the terms of the Fee Schedule between Customer and Bank set forth a method for amending such exhibit, then such terms alone govern amendments thereto.
- 15.3.3 Control Agreements. If Customer requests that Bank execute a "control agreement" (or similarly titled agreement) with a third-party which pledges, hypothecates, or assigns rights in the Assets to that third-party and involves obligations of Bank to that third-party (which may be affiliates of Bank or Bank's lending divisions), then the terms and requirements of such agreement concerning such Assets shall supersede and control the provisions of this Agreement. Notwithstanding the foregoing, nothing in such Agreement shall be deemed to alter Bank's rights under Section 12.4 of this Agreement.
- 15.4 Governing Law; Venue. This Agreement will be governed, enforced, and interpreted according to the laws of the State without regard to conflicts of laws, except where pre-empted by federal law. All legal actions or other proceedings directly or indirectly relating to this Agreement will be brought in federal court (or, if unavailable, state court) sitting in the State. The parties submit to the jurisdiction of any such court in any such action or proceeding and waive any immunity from suit in such court or execution, attachment (whether before or after judgment), or other legal process in or by such court. To the extent that Bank or Customer may be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (whether before or after judgment) or other legal process, each hereby irrevocably agrees not to claim, and hereby waives, such immunity.

15.5 Successors and Assigns.

15.5.1 This Agreement binds, and inures to the benefit of, Customer, Bank, and their respective successors and assigns.

15.5.2 No party may assign any of its rights under this Agreement without the consent of the other party, which consent will not be unreasonably withheld. Customer hereby acknowledges that Bank will withhold consent unless and until Bank verifies an assignee's identity according to Bank's Customer Identification Program and, to that end, Customer hereby agrees to notify Bank of such assignment and provide Bank with the assignee's name, physical address, EIN, organizational documents, certificate of good standing, and license to do business, as well as other information that Bank may request. No consent is required if a party merges with, consolidates with, or sells substantially all of its assets to another entity, provided that such other entity assumes without delay, qualification, or limitation all obligations of that party under this Agreement by operation of law or by contract.

15.6 Severability. The provisions of this Agreement are severable. The invalidity of a provision herein will not affect the validity of any other provision.

15.7 No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the parties. No person other than such parties has any rights or remedies under this Agreement.

15.8 Solvency. Customer hereby represents and warrants that Customer is neither insolvent nor subject to any pending bankruptcy proceeding. Customer will promptly notify Bank of any such insolvency or proceeding.

15.9 Tax-Lot Selection Method. Customer has made its designation in the Application.

15.10 Shareholder Communications Act Election. Customer has made its election in the Application.

15.11 Abandoned Property. Bank will escheat Assets pursuant to the applicable state's abandoned property, escheat, or similar law, and Bank shall be held harmless therefrom. The provisions of this Section shall survive the termination of this Agreement.

15.12 Legal Advice. Customer hereby acknowledges that it (i) did not receive legal advice from Bank concerning this Agreement, (ii) had an adequate opportunity to consult an attorney of its choice before executing this Agreement, and (iii) executed this Agreement upon its own judgment and, if sought, the advice of such attorney.

15.13 Waiver of Jury Trial. Each party hereby irrevocably waives all right to a trial by jury in any action, proceeding, claim, or counterclaim (whether based on contract, tort, or otherwise) directly or indirectly arising out of or relating to this Agreement.

15.14 Legal Action. If Bank is served with a Legal Action, then Bank will, to the extent permitted by law, use commercially reasonable efforts to notify Customer of such service. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in responding to the Legal Action, including, but not limited to, any fees charged by an attorney of Bank's choice. If Customer notifies Bank that Customer is seeking a protective order to resist the Legal Action, then Bank will provide reasonable cooperation at Customer's request and sole cost and expense. In any event, Bank may comply with the Legal Action at any time, except to the extent Bank has received a protective order that prevents Bank from complying. Any Legal Action is subject to Bank's right of setoff and Bank's security interest in the Account. Bank may assess a service fee against the Account for any Legal Action served on Bank regardless of whether the process is subsequently revoked, vacated, or released. Unless expressly prohibited by law, Bank will set off or enforce Bank's security interest against the Account for such fee prior to Bank's honoring the Legal Action. Bank will not be liable to Customer if an attachment, a hold, or the payment of Bank's fee from the Account leaves insufficient funds or results in the sale of Assets.

15.15 Interpleader. With respect to Assets that are the subject of a dispute, Bank may file an interpleader action or other petition with a court of competent jurisdiction for directions with respect to the dispute. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in filing such petition and implementing such directions, including, but not limited to, any fees charged by an attorney of Bank's choice. Before disbursing Assets pursuant to such directions, Bank will deduct therefrom an amount in payment or reimbursement for all (i) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (ii) funds or securities advanced under this Agreement.

15.16 Representations and Warranties. Customer hereby covenants that, if any of the representations or warranties that it provides in this Agreement becomes inaccurate or incomplete, it will promptly notify Bank thereof and of any fact, omission, event, or change of circumstances related thereto.

15.17 Publicity. No party will disclose the existence of this Agreement or any terms thereof in advertising, promotional, or marketing materials without obtaining, in each case, the prior written consent of each other party.

15.18 Counterparts and Duplicates. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. This Agreement and any administrative form under this Agreement may be proved either by a signed original or by a reproduced copy thereof (including, not by way of limitation, a microfiche copy or an electronic file copy).

15.19 Effective Date. This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

SECTION 16: PATRIOT ACT

16.1 By signing above, Customer acknowledges that they have received the following important information:

16.2 To help the United States fight the funding of terrorism and money laundering activities, U.S. law requires U.S. Bancorp, like other financial institutions, to obtain, verify, and record information that identifies each customer that opens an account.

16.3 When you open an account with us, we will ask for your legal name, address, date of birth, tax identification number, and other identifying information that will assist us with identifying you. We may also ask to see your photo identification (driver's license) or other identifying documents.

SECTION 17: Executing Broker Referral

17.1 Bank has created a broker-dealer referral network with various independent broker-dealers. Pursuant to separate agreements between Bank and each broker, Bank has agreed to introduce these brokers to independent registered investment advisers whose clients have, or may have in the future, custody accounts with Bank and who may wish to engage a broker to execute trades and effect securities transactions for its clients' custody accounts. Bank will receive compensation from the relevant broker in connection with such referrals.

17.2 To the extent that transactions for your account are executed by a broker-dealer that participates in Bank's broker-dealer referral network, Bank will receive a referral fee from such broker as described in more detail below:

17.3 **Broker:** Jones Trading

Referral fee payable to U.S. Bank: 50% of the brokerage fees generated by transactions executed on behalf of your account.

17.4 Bank's introduction of independent registered investment advisers to broker is not a recommendation of such broker or its services or in any way an endorsement of such broker or its services. Bank's introduction is based solely upon the broker's agreement to pay the referral fees noted above and Bank's determination that Bank can interface with the broker to provide custody services to the independent registered investment adviser's clients.

17.5 Bank is not affiliated in any manner with any broker that participates in Bank's broker-dealer referral network other than the relationship created by the referral agreement between them.

17.6 For more information regarding the referral arrangement, a current list of broker-dealers that participate in the Bank referral network, and the compensation that Bank expects to receive therefor, please contact your Account's customer service manager.

SECTION 18: FOREIGN ASSETS; FOREIGN CURRENCY EXCHANGE TRANSACTIONS

18.1 Customer hereby directs Bank to convert into U.S. Dollars any entitlement payments received by the Account with respect to foreign securities (such as corporate actions, maturities, income posting, credit interest, or tax reclamation) and execute any foreign-currency exchange transactions with respect thereto through Bank's Foreign-Exchange Department ("USBFX").

18.2 Customer hereby directs Bank to execute any foreign-currency exchange transactions with respect to purchases or sales of foreign securities in the Account through USBFX, except to the extent market circumstances in certain countries require the use of a global custodian unaffiliated with Bank (an "Unaffiliated Agent")

18.3 Customer hereby acknowledges that Bank receives compensation when Bank executes foreign-currency exchange transactions related to Account assets. Such compensation does not exceed 0.5% of the amount of the foreign-currency exchange transaction.

18.4 Customer hereby acknowledges that an Unaffiliated Agent receives compensation when the Unaffiliated Agent executes foreign-currency exchange transactions with respect to purchases or sales of foreign securities in the Account. Such compensation may be more or less than the compensation Bank would have received for executing the same foreign-currency exchange transaction.

18.5 Customer hereby acknowledges that investments in foreign securities and foreign-currency exchange transactions entail additional risks, such as default by counter-parties, currency fluctuations, political and economic instability, accounting-translation adjustments, and foreign taxation. Bank has no liability for any risks relating to Customer's investments in foreign securities or foreign-currency exchange transactions.

18.6 Customer understands that the holding of certain foreign securities or American Depositary Receipts ("ADRs") requires disclosure of Customer's personal information to vendors, sub-custodians, or local tax authorities in foreign jurisdictions to avoid tax penalties on such foreign securities or ADRs. Customer consents to any and all disclosures or releases of information by Bank (including private information about Customer, the Account, the amount of holdings) to third parties relating to foreign securities or ADRS and releases, holds harmless, and indemnifies Bank from any cost and all liability for doing so. Bank is not hereby obligated to make any such disclosure to third parties, so any failure to do so shall not constitute a breach hereunder. Customer accepts all risk and loss arising from holding foreign securities and ADRs, including tax consequences, regardless of whether Bank discloses Customer's information to third parties or not.

18.7 Cash held in foreign currency constitutes a direct obligation of the foreign sub-custodian or depository holding such cash and is not

directly or indirectly an obligation of Bank.

SECTION 19: AUTOMATIC INVESTMENT OF END-OF-DAY CASH

Customer's Sweep Direction has been made in the Application. The following provisions apply if the corresponding sweep investment option was selected in the Application.

19.1 U.S. BANK LIQUIDITY PLUS

This Section of the Agreement covers the U.S. Bank Liquidity Plus, disclosures, terms, and conditions ("**Program Terms**") in the event that the U.S. Bank Liquidity Plus Program ("**Program**") is selected as the end-of-day cash sweep option for the Account

19.1.1 Introduction to the Program

The maximum amount of Federal Deposit Insurance Corporation ("**FDIC**") deposit insurance coverage available for funds swept under the Program is currently \$2,500,000, subject to certain exceptions and the ability to place such cash balances, as more fully explained below ("**Deposit Limit**").

The Program sweeps Customer's anticipated end-of-day cash balances in the Account up to the Deposit Limit into money market deposit accounts and transaction accounts at banks that are participating in the Program ("**Program Banks**"). The cash balances that are swept into accounts at Program Banks ("**Deposits**") are insured by the FDIC, subject to the limits described below.

To the extent Customer has cash balances in the Account that are in excess of the Deposit Limit or that are otherwise unable to be fully placed with Program Banks on a given day (for example, if funds are received after amounts are in the process of sweeping to Program Banks or if there is an inability to get funds to a Program Bank), the Program sweeps such excess cash balances into the First American Government Obligations Fund designated in the Application, above ("**Money Market Fund**"). For information about cutoff timing for transfer to Program Banks, contact Customer's account manager. Customer's cash balances that are placed into the Money Market Fund are not insured by the FDIC, but as securities, they are segregated from the assets of Bank.

Bank has appointed Promontory Interfinancial Network, LLC ("**Promontory**") to provide certain services with respect to the operation of the Program. Customer hereby appoints Promontory as Customer's authorized agent pursuant to these Program Terms.

CUSTOMER HEREBY INSTRUCTS BANK TO ALLOCATE THE CASH BALANCES IN THE ACCOUNT PURSUANT TO THE PROGRAM. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND CAREFULLY READ THESE PROGRAM TERMS BEFORE ENROLLING IN THE PROGRAM.

19.1.2 Account Eligibility

In order to obtain FDIC insurance on Deposits in the Program, Customer must provide proper and correct tax identification information to Bank.

There is no minimum deposit amount to participate in the Program and no minimum balance to maintain Customer's participation in the Program. There also is no minimum period that Customer's funds must remain on deposit in the Program. There is no penalty or fees for withdrawal of Customer's entire balance, or any part thereof, at any time

19.1.3 Role of Bank and Promontory

Bank is acting as Customer's agent in establishing and maintaining Program Bank accounts, including depositing or placing Customer's funds in and withdrawing Customer's funds from the Program Bank accounts and the Money Market Fund. Customer also appoints Promontory as Customer's agent to effect deposits to and withdrawals from Program Bank accounts.

Bank uses Promontory to allocate Customer's funds to the Program Banks and to perform certain other administrative tasks related to the Program. Promontory is not, itself, a bank, broker-dealer, or investment adviser and does not hold any of Customer's Deposits.

19.1.4 Deposits with Program Banks up to the Deposit Limit

This Section contains the terms and conditions applicable to the sweep of cash balances in the Account up to the Deposit Limit into FDIC-insured Program Banks.

A. Deposits

Customer agrees to have cash balances up to the Deposit Limit automatically deposited into interest-bearing FDIC-

insured omnibus deposit accounts at the Program Banks that hold Customer's and Bank's other customers' funds, and in which Customer will hold a beneficial interest. Except as otherwise provided herein, each business day, Bank, utilizing the services of Promontory, will deposit the cash balances in the Account up to the Deposit Limit to one or more omnibus deposit accounts maintained at the Program Banks held in the name of "U.S. Bank National Association acting as agent

for customer, each acting for themselves and others" or a similar title. To accommodate for accruing interest, the initial amount swept to each Program Bank will be capped at \$249,000. Customer's ownership of Deposits will be evidenced by an entry on records maintained by Bank for each of the Program Banks at which Customer's funds are on deposit. Customer will not be issued any evidence of ownership of a Program Bank account, such as a passbook or certificate. However, Customer's Account statement will reflect Program Bank deposit balance(s).

B. FDIC Deposit Insurance: Operation and Limitations

Customer's Deposits are deposited into interest-bearing omnibus deposit accounts at the Program Banks in a manner currently designed to provide Customer with up to \$2,500,000 of FDIC deposit insurance coverage, subject to certain exceptions described herein. FDIC deposit insurance coverage is normally available for Customer's Deposits up to the FDIC standard maximum deposit insurance amount ("**SMDIA**"), which is currently \$250,000 per legal category of account ownership at each participating Program Bank when aggregated with all other deposits held by Customer in the same Program Bank and in the same legal category of account ownership. Customer's coverage under the Program will be limited to the extent that Customer holds deposits directly, or through others, in the same recognized legal category of ownership at the same Program Banks as Customer holds Deposits through the Program. Thus, the maximum amount of Deposits eligible for FDIC insurance coverage would not exceed the SMDIA per legal category of account ownership multiplied by the number of participating Program Banks that Customer has not excluded from receiving Customer's Deposits under the Program, less any funds that Customer may hold in a Program Bank outside of the Program in the same legal category of account ownership.

In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors ("**Ownership Categories**"). For the purposes of the Program, any custody accounts with the same tax ID will be grouped by types in the following categories for the purpose of determining deposit flow to Program Banks: trusts, personal (sole owner or joint owner), business/government (corporations, partnerships, LLCs, and similar types of entities), and benefit plan accounts (for example, IRA custody accounts, to the extent that Customer has completed additional documentation to enroll such accounts in the Program).

Until Customer's funds are actually received by the Program Banks, Customer's funds may be insured at Bank, or at its Settlement Agent, The Bank of New York Mellon, while they are held by such institution up to \$250,000 in total (to the extent that Customer do not have other deposits with Bank or the Settlement Agent). Promontory, as Customer's agent, allocates Customer's cash balance up to the Deposit Limit among the Program Banks to seek to maximize the potential FDIC deposit insurance coverage available under the Program up to the Deposit Limit.

Bank and Promontory will use commercially reasonable efforts to ensure that no more than \$250,000 of Customer's swept cash balances will be deposited in any single Program Bank through the Program. If Customer holds deposits in a Program Bank outside of the Program, Bank and Promontory will not take those deposits into account in determining whether to allocate Customer's funds in the Program to a particular Program Bank. Because Bank and Promontory would not be aware of deposits made by Customer outside of this Program, Customer is solely responsible for monitoring the total amount of all deposits Customer has at each Program Bank for purposes of calculating Customer's FDIC coverage and directing Bank to exclude particular Program Banks using the form provided.

If, for any reason, the amount deposited in any Program Bank account exceeds the applicable SMDIA, the excess Deposit amount would not be insured by the FDIC. Neither Bank nor Promontory, shall have any liability for any insured or uninsured portion of Customer's Deposits in any of the Program Banks.

The FDIC protects Customer against the loss of Customer's insured Deposits in the event a Program Bank fails. FDIC deposit insurance is backed by the full faith and credit of the United States. In the event that FDIC deposit insurance payments become necessary, Bank will assist Customer in completing required FDIC paperwork or filing on Customer's behalf by providing Customer's account information to the FDIC. However, there is no specific time period during which the FDIC must make insurance payments available. Furthermore, Customer may be required to provide certain documentation to the FDIC before insurance payments are made.

For questions about FDIC insurance coverage, Customer may call the FDIC at 877-275-3342 or visit the FDIC's web site at www.fdic.gov.

C. Program Banks

Customer acknowledges that it has received a list of the Program Banks that will be used for the Account and understands that such is also available at www.usbank.com/LiquidityPlus (or such other web address identified from time to time on Customer's Account statement, "**Program Website**"). Contact Customer's account manager at Bank or Customer's investment manager for the current web address of the Program Website or for questions regarding any change to the

Program Website. Customer may obtain a current list of Program Banks at any time by contacting Bank or visiting the Program Website. Customer's periodic Account statements also list the Program Banks that hold Customer's Deposits

and the amount in each of those Program Banks as of the statement date. In the event a Program Bank rejects additional deposits, withdraws entirely, or is terminated from participation in the Program, then Customer hereby authorize and direct that Customer's Deposits be moved to another FDIC-insured Program Bank. As such, the Program Banks that hold Customer's Deposits will typically be in the order appearing on the list of Program Banks ("**Bank List**"). Customer understands that the Bank List may change during a statement period. Visit the Program Website frequently to view the current Bank List. If Customer wants to know the Program Banks at which Customer's Deposits are located at any particular time, contact Customer's account manager.

Each Program Bank is a separate FDIC-insured depository institution. Customer can obtain publicly available financial information for all Program Banks at the FDIC's website at www.fdic.gov; or by contacting the FDIC Division of Depositor and Consumer Protection by letter at 550 17th Street, N.W., Washington, D.C. 20429-9990 or by phone at 877-275-3342. Neither Bank nor Promontory guarantees the financial condition of any Program Bank, or the accuracy of any publicly available information concerning a Program Bank. Customer expressly consent to Bank, Promontory, and their service providers providing Customer's customer account information to Program Banks for purposes of Customer's involvement in the Program, as required by applicable law or FDIC regulations.

Bank may add additional Program Banks or delete Program Banks without prior notice to Customer. The order of Program Banks on the Bank List may be changed without prior notice to Customer. Cash balances will be automatically deposited in the Program Banks in the order set forth in the Bank List, subject to Customer's instructions to exclude a particular Program Bank and Bank's ability to place such cash balances with a particular Program Bank. Promontory may transfer balances between Program Banks in such manner as it determines to be appropriate and consistent with the objectives of the Program, subject to Customer's instructions to exclude a particular Program Bank. Customer hereby agree to receive notice of Program Bank list changes (additions, deletions, or reordering) by consulting the Program Website periodically or by referencing the Account statement to see a breakdown of where Customer's Deposits in the Program are held.

The Program Bank accounts established by Bank as Customer's agent constitute direct obligations of the Program Bank(s) and are not directly or indirectly an obligation of Promontory. The Program Bank accounts established by Bank as Customer's agent, other than at U.S. Bank National Association are not directly or indirectly an obligation of Bank.

D. Ability to Exclude Program Banks

Customer may exclude any Program Bank from holding Customer's Deposits by notifying Bank using the opt-out form provided by Bank. Requests to exclude a Program Bank typically will be processed on the next business day after received by Bank, or promptly thereafter. If Customer exclude any Program Banks, the maximum level of FDIC insurance available under the Program may decrease.

E. Interest

Customer receives interest on the balance of Customer's Deposits held at the Program Banks. The amount of paid interest applicable to Customer's Deposits will be stated on the Account statement. The interest rate paid to Customer is subject to change at any time. Changes in interest rates applicable to Customer's Deposits will be posted on the Program Website. Bank strongly encourages Customer to regularly check the Program Website for information about current rates or changes, especially whenever the Federal Reserve has announced or is expected to announce a change in rates.

Interest will be posted monthly to the Program Bank account unless an event occurs that results in interest posting sooner. Interest will accrue on deposits from the day they are received in investible form by the Program Bank through the business day preceding the date of withdrawal from the Program Bank. The "daily balance method" is used to calculate interest. This method applies a daily periodic interest rate to the principal in the account for the period. The daily rate is 1/365 (or 1/366 in a leap year) of the applicable annual rate.

The interest rate Customer earns on Customer's Deposits may be higher or lower than the rates available to depositors making non-Program deposits with Program Banks directly, through other types of accounts at Bank, or with other depository institutions in comparable accounts. Customer should compare the terms, rates of return, required minimum amounts, charges and other features of a Deposit with other accounts and investment alternatives.

F. Compensation and Fees

Each Program Bank may profit from the difference between the interest it pays on Deposits and the income it earns on loans, investments, and other business operations.

Each Program Bank may pay Bank and/or Promontory fees for its services related to Customer's Deposits equal to a percentage of the average daily Deposit balance in the accounts at the Program Bank. Bank may share such fees with Promontory. The amount of any fees a Program Bank pays could directly affect the interest rate paid by the Program Bank on Customer's Deposits. The fees paid to Bank and/or Promontory by each Program Bank may vary. Bank and

Promontory may earn a higher fee if Customer participate in the Program than if Customer invest in other investment products.

19.1.5 Money Market Fund Investment for Amounts not Held by Program Banks

This Section contains the terms and conditions applicable to the sweep of any cash balances in the Account into the Money Market Fund. Any cash balance in the Account in excess of the Deposit Limit will not be swept into Program Banks (as described above), but will be swept into the Money Market Fund. Customer's deposits that are placed in the Money Market Fund are not FDIC-insured.

The Money Market Fund is registered with the U.S. Securities and Exchange Commission ("**SEC**") as a registered open-end investment company under the Investment Company Act of 1940 and its shares are registered for public distribution under the Securities Act of 1933. Although the Money Market Fund's net asset value ("**NAV**") is normally expected to be \$1.00 per share, there is no guarantee that the Money Market Fund will be able to preserve the NAV per share and Customer could lose money by investing in the Money Market Fund.

Customer acknowledges that Customer has received the Money Market Fund prospectus and understands the information in the prospectus regarding the Money Market Fund's fees and expenses. U.S. Bancorp Asset Management, Inc. is the Money Market Fund's investment adviser and provides shareholder services, U.S. Bancorp Fund Services, LLC provides

accounting, administration, and transfer-agent services, and Bank is the custodian of the Money Market Fund's assets. U.S. Bancorp Asset Management, Inc. and U.S. Bancorp Fund Services, LLC are affiliated with the Bank. Customer acknowledges that investment advisory, custodial, distribution and other services will be provided, for compensation, to the Money Market Fund by Bank and its affiliates. The fees received by Bank and its affiliates are described in the Money Market Fund prospectus. Please see the prospectus for the Money Market Fund for additional information, including the Money Market Fund's investment objective and strategy and the risks of investing in the Money Market Fund.

CUSTOMER UNDERSTANDS THAT THE MONEY MARKET FUND IS NOT INSURED BY THE FDIC AND THAT THE FUNDS ARE NOT OBLIGATIONS OF NOR GUARANTEED BY BANK, PROMONTORY, ANY OF THEIR AFFILIATES, OR ANY BANK. CUSTOMER FURTHER UNDERSTANDS THAT INVESTMENT IN THE MONEY MARKET FUND INVOLVES RISKS, INCLUDING THE POSSIBLE LOSS OF PRINCIPAL.

While a registered investment company, such as a money market mutual fund, is bound by fiduciary obligations to its shareholders to seek the highest rates prudently available, Bank, Promontory, and the Program Banks are under no such obligation.

19.1.6 Withdrawals

Each business day, as needed to pay for purchases made in the Account or other withdrawals from the Account, Bank or its agent bank will withdraw Customer's cash from the Program Bank accounts and Money Market Fund (if applicable). Customer consents to have Customer's funds automatically withdrawn from the Money Market Fund and/or the Program Bank accounts in the event of a debit in the Account. Withdrawals will generally be processed on a "Last In First Out" basis, meaning the amounts in the Money Market Fund or the lowest Program Bank on Customer's bank list will be withdrawn first.

Under federal regulations, Program Banks may reserve the right to require seven (7) days' notice before permitting a transfer of funds out of a money market deposit account or certain transaction accounts. While the Program Banks have not indicated their intention to implement such a policy, a Program Bank may, at any time, choose to do so.

Redemption of Customer's holdings in the Money Market Fund (if any) will be processed in accordance with the policies described in the Money Market Fund's prospectus.

Customer cannot directly withdraw funds allocated through the Program from any of the Program Banks or the Money Market Fund.

If Customer request a complete withdrawal or the Account is closed for any reason, Customer may have to wait a period of time for all of the interest to be posted to the Account since interest can only be credited to the Account once interest is credited by the Program Banks to the Program Bank accounts. Depending on when the Program Banks post interest to the Program Bank accounts, there could be a delay between the date of Customer's withdrawal request and the date on which

Customer receives all of the interest that accrued in the Program Bank account up to the effective date of Customer's withdrawal.

19.1.7 Account Statements

Activity with respect to Customer's participation in the Program, including interest earned for the period, dividends received for the period, and the total of Customer's Deposit balances and Customer's shares of the Money Market Fund, will appear on Customer's periodic Custody Account statement. If Customer receives consolidated account statements for multiple accounts, such statement will not include a breakdown by Program Bank. Customer will not receive a separate statement from the Program Banks or the Money Market Fund

19.1.8 Customer's Responsibility to Monitor Automatic Cash Investment Options

Customer is responsible for, and should speak with Customer's investment manager about, monitoring this automatic sweep option for the Account. As returns on the Deposits, the Money Market Fund, Customer's personal financial circumstances and other factors change, it may be in Customer's financial interest to invest in other investment vehicles. Contact Customer's investment manager for other investments that may be available. Bank is not Customer's investment manager and does not exercise any discretion when administering the Program and Customer acknowledges that it has not relied on any investment advice from Bank in selecting the Program for the Account's automatic sweep option.

19.1.9 Risks of the Program

Customer may receive a lower rate of return on funds swept through the Program than on other types of investments. Under Federal regulations, Program Banks are permitted to impose a seven (7) day delay on any request to withdraw Deposits from a money market deposit account or certain transaction accounts; Program Banks may choose to do so at any time. In the event of a failure of a Program Bank, there may be a time period during which Customer may not be able to access Customer's Deposits.

If Customer holds deposits at a Program Bank outside the Program, this may reduce the availability of FDIC insurance for the total amount of Customer's funds held within and outside the Program. If Customer exclude a Program Bank, the amount of deposit insurance available to Customer under the Program (currently \$2,500,000) may decrease.

Customer's investment in the Money Market Fund is not insured by the FDIC and are not obligations of nor guaranteed by Bank, Promontory, or any of their affiliates. Money market mutual funds are subject to investment risks and may lose value, including possible loss of principal. There is no guarantee that money market mutual funds will maintain a stable net asset value. Read the Money Market Fund's prospectus before investing.

19.1.10 Other Terms

Ordinary Care: Customer agrees that any act or omission made by Bank or any Program Bank in reliance upon, or in accordance with, any provision of the Uniform Commercial Code as adopted in the State of Minnesota, or any rule or regulation of the State of Minnesota, or a federal agency having jurisdiction over such party shall constitute ordinary care.

Alternatives to the Program: Customer understands that, at any time, Customer may opt-out of the Program. Consult with Customer's investment manager to opting out of the Program to see what alternatives may be available to Customer. If Customer does not designate a replacement automatic end-of-day cash investment option for the Account that is agreed to by Bank, the amounts in the Account will remain in the Account as non-interest-bearing uninvested cash to the extent that Customer does not manually manage end-of-day cash balances with daily purchase transactions.

Aggregation of Funds in Multiple Accounts: If Customer has more than one custody account in the Program with the same tax identification information and Ownership Category type (for example, personal, trust, business), the funds in all such custody accounts may be aggregated for the purpose of determining how Customer's cash balances are placed in the Program. As a result, the cash balances in each of the custody accounts, when viewed separately, may appear to be placed with Program Banks in a different order than is set forth in the Bank List for each particular custody account. Cash balances placed at Program Banks through multiple custody accounts with the same tax identification information and Ownership Category typically will not rebalance up the Bank List even if another similar custody account's Deposits are fully withdrawn. Customer should review each separate custody account statement together in the aggregate. In the event that Customer has multiple investment managers each handling different custody accounts, each of Customer's custody accounts in the Program may be subject to a different Bank List. If the same Program Bank appears on the Bank List for more than one of Customer's custody accounts in the Program, then to exclude the Program Bank from all of Customer's custody accounts in the Program Customer will need to separately complete the Program Bank opt-out form for each custody account.

Clearinghouse Rules: Unless otherwise provided herein, Bank may comply with applicable clearinghouse, Federal Reserve and correspondent bank rules in processing transactions related to the Program. Customer agree that Bank is not required to notify Customer of a change in those rules, except to the extent required by law.

19.2 U.S. BANK NON-INTEREST BEARING DEPOSIT

This Section of the Agreement applies if the U.S. Bank Non-Interest-Bearing Deposit sweep option is selected as the end-of-day cash sweep option for the Account. Customer hereby acknowledges that uninvested cash is swept to a non-interest bearing deposit account at U.S. Bank National Association for the benefit of Bank's customers. Customer acknowledges that (i) the Non-Interest-Bearing Deposit Account is owned by Bank on behalf of its customers, (ii) all deposits and withdrawals from such account are performed and controlled by Bank, and (iii) cash shall be insured by the FDIC, as determined under FDIC regulations, subject to applicable limits (typically, up to \$250,000 per depositor for all deposits such depositor holds at U.S. Bank National Association).

19.3 OTHER (MUST BE AGREED TO BY BANK AND DESIGNATED ADVISOR; MAY IMPACT ACCOUNT FEES)

19.3.1 This Section of the Agreement applies if Customer was approved to use an investment other than U.S. Bank Liquidity Plus or the Non-Interest Bearing Deposit as their end-of-day cash sweep option for the Account.

19.3.2 Customer hereby acknowledges and confirms that Customer has received and read any prospectus or other documentation relating to such investment, understands any fees or affiliations of such investment with Bank, and has reviewed the materials below referred to U.S. Bank Important Investment Disclosures.

19.3.3 This authorization and direction shall continue in effect with respect to the identified investment should investment be merged with or into another investment.

SECTION 20: E-SIGN AUTHORIZATION AND CONSENT

20.1 E-SIGN COMPLIANCE AND CONSENTS

If this Agreement is executed using a third-party e-sign service, Customer agrees that this Agreement and its execution comply with the Electronic Signatures in Global and National Commerce Act, and with any applicable state and local law governing the electronic formation and signature of contracts, as amended from time to time, and will not be denied legal effect, validity, or enforceability solely because the Agreement is in electronic form or an electronic signature or electronic record was used in its formation. Customer consents to the provision of Customer's personal information to any third-party e-sign service and Customer consents such service's permanent retention of such data on behalf of Bank. Customer assumes all risk and liability relating to the electronic formation or electronic signature of this Agreement, whether resulting from or in (a) a denial of legal effect, validity, or enforceability of the Agreement; (b) a breach of confidentiality, privacy, or security; or (c) any other cause or in any other consequence. Customer hereby waives any defense that the Agreement is ineffective, invalid, or unenforceable solely because the Agreement is in electronic form or an electronic signature or electronic record was used in its formation.

Information as of June 2020

U.S. Bank Public- Meeder Specific Agreement



U.S. Bank Important Investment Disclosures

Mutual fund compensation and related mutual fund disclosures

Mutual funds are open or closed end, pooled investment vehicles that are considered investment companies. They must be registered with, and are regulated by, the Securities Exchange Commission under the Investment Company Act of 1940. U.S. Bancorp, or its affiliates, including U.S. Bancorp Asset Management, Inc. (USBAM), U.S. Bank N.A. (USBNA) and U.S. Bancorp Fund Services, LLC dba U.S. Bank Global Fund Services (USBFS) (hereafter together U.S. Bank) have entered, and will from time to time enter, into agreements with mutual funds and/or their sponsors, service providers and affiliates whereby U.S. Bank receives compensation, as applicable, for investment advisory services, shareholder services, administration, custody, securities lending, accounting, transfer agency, sub-transfer agency, National Securities Clearing Corporation (NSCC) networking, distribution, principal underwriting and other services rendered to, or on behalf of, mutual funds. For these services, U.S. Bank generally receives a percentage compensation (basis points), based on account assets invested in a mutual fund and determined using the average daily net assets held by the account in that fund. This compensation does not increase the fees paid by an account beyond the fees described in the account fee schedule and the fund's prospectus. This Disclosure describes the compensation U.S. Bank receives for services it performs. This Disclosure should not be considered investment advice.

First American Funds, Inc. money market funds: The First American Funds, Inc. money market funds are U.S. Bank affiliated funds managed by USBAM. U.S. Bank provides services to these funds, which may include providing administration, custody, shareholder, transfer agent, accounting, distribution and principal underwriting services.

U.S. Bank receives fees for these services as shown in the schedule below. U.S. Bank may waive a portion of the fees it is entitled to receive for providing services to the First American Funds, Inc. (Total Fees). Total Fees equal the Gross Advisory Fees and Gross Other Fees & Expenses and are stated before any waivers. Net Fees & Expenses shown below are stated after any contractual waivers. Contractual fee waivers may be terminated with the approval of the fund's board of directors. Gross Other Fees & Expenses may vary slightly based on charges for services rendered, but the basis for calculating these amounts does not change. You authorize the fees paid by the funds and received by U.S. Bank up to the Total Annual Fund Operating Expenses disclosed in the prospectuses.

Affiliated fund name	Gross advisory fees	Gross other fees & expenses received by U.S. Bank					Net fees & expenses received by U.S. Bank					
		Class X/Z/V/Y/A	Class X	Class Z	Class V	Class Y	Class A	Class X	Class Z	Class V	Class Y	Class A
First American Funds												
Government Obligations	0.10%	0.14%	0.14%	0.24%	0.39%	0.67%	0.14%	0.18%	0.30%	0.45%	0.75%	
Institutional Prime Obligations	0.10%	0.45%	0.20%	0.30%	0.45%	N/A	0.14%	0.20%	0.30%	0.45%	N/A	
Retail Prime Obligations	0.10%	0.16%	0.16%	0.26%	0.41%	0.70%	0.14%	0.20%	0.30%	0.45%	0.75%	
Retail Tax Free Obligations	0.10%	N/A	0.22%	0.32%	0.47%	0.77%	N/A	0.20%	0.30%	0.45%	0.75%	
Treasury Obligations	0.10%	0.14%	0.14%	0.24%	0.39%	0.69%	0.14%	0.18%	0.30%	0.45%	0.75%	
U.S. Treasury Money Market	0.10%	N/A	0.17%	0.27%	0.42%	0.72%	N/A	0.20%	0.30%	0.45%	0.75%	



Fees and expenses above may be found in the fund prospectuses.

Investment products and services are:

**NOT A DEPOSIT • NOT FDIC INSURED • MAY LOSE VALUE • NOT BANK GUARANTEED •
NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY**

Fidelity and Federated money market mutual funds: U.S. Bank may receive custody, shareholder servicing, accounting, administration, sub-transfer agency and other fees of up to 60 basis points, though more generally, fees range from zero to 25 basis points, from the following funds. Load fees described in prospectuses are waived.

Fund name	Fund name
Federated California Municipal Cash Trust – Institutional Shares	Fidelity Institutional Money Market Treasury Only Portfolio – Class I
Fidelity Institutional Money Market Government Portfolio – Class I	Fidelity Institutional Money Market Treasury Portfolio – Class I
Fidelity Institutional Money Market Prime Portfolio – Class I	Fidelity Money Market Portfolio – Class I
Fidelity Institutional Money Market Tax-Exempt Portfolio – Class I	

Nuveen Mutual Funds: Firststar Capital Corporation (Firststar Capital), an affiliate of U.S. Bancorp, holds a less-than- 10 percent ownership interest in Windy City Investments Holdings, LLC, which was formerly the parent of Windy City Investment, Inc. and the indirect parent of Nuveen Fund Advisors, LLC, which is the investment advisor to the Nuveen Mutual Funds. On October 1, 2014, Windy City Investments, Inc. was sold to Teachers Insurance and Annuity Association of America. As a result of the sale, U.S. Bancorp no longer has an indirect ownership interest in Nuveen Fund Advisors, LLC. Depending on the outcome of certain factors, Firststar Capital might in the future receive an earn-out payment related to its interest in Windy City Investment IRA account, to the extent the earn-out payment is attributable to the account’s interest in Nuveen Mutual Funds, U.S. Bank will credit to the account a proportionate amount of the payment. Importantly, the sale changed neither the services that U.S. Bank expects to provide to the accounts holding Nuveen Mutual Funds nor the compensation that U.S. Bank expects to receive for providing such services.

Other Mutual Funds: U.S. Bank has entered into agreements with mutual funds other than First American Funds, including the Nuveen Mutual Funds (Other Mutual Funds) or with Other Mutual Funds’ service providers (including investment advisors, administrators, transfer agents or distributors) whereby U.S. Bank provides services for a fee to, or on behalf of, the Other Mutual Funds. Services may include, as applicable, custody and shareholder services provided by USBNA (fee rates for these services may be up to 100 basis points, though more generally fees range from one to 40 basis points), networking services provided by NSCC (fee rates for these services may be up to 140 basis points), accounting, administration and sub-transfer agency services provided by USBFS (fee rates for these services may be up to 30 basis points) and USBFS employees may also serve on the board of directors or as officers of Other Mutual Funds at no additional charge.

U.S. Bank has also entered into an agreement with National Financial Services, LLC (NFS) to provide shareholder and administration services for, or on behalf of, NFS, Fidelity Brokerage Services, LLC and the Other Mutual Funds available on the NFS platform (fee rates for these services may be up to 36 basis points). The fees received by U.S. Bank include 12b-1 fees.

U.S. Bank will receive shareholder servicing compensation of up to 12.5 basis points on account assets invested in the Nuveen Mutual Funds.



Fees received by U.S. Bank from Nuveen Mutual Funds, Fidelity and Federated Money Market Mutual Funds, Other Mutual Funds and NFS are not in addition to, and do not increase, fund operating expenses or other fees and expenses as described in the applicable prospectuses.

Securities lending: U.S. Bank receives fees from the First American Funds, Inc. for securities lending services, as applicable, of up to 20 percent of each fund's net income from securities lending transactions as addressed in the prospectuses. U.S. Bank receives fees from Nuveen Mutual Funds and Other Mutual Funds for securities lending services, which are generally calculated as a percentage of each fund's net income from securities lending transactions, as addressed in the prospectus.

Other important information: USBAM is a registered investment advisor and a wholly-owned subsidiary of USBNA. USBAM serves as investment advisor to First American Funds, Inc. U.S. Bank is not responsible for and does not guarantee the products, services or performance of USBAM.

If investing in mutual funds, each fund's investment objectives, risks, charges and expenses must be considered carefully before investing. The prospectus contains this and other important information. Please contact the fund or a member of your relationship team for a copy. Read the prospectus carefully before investing.

Mutual fund investing involves risk and principal loss is possible. Investing in certain funds involves special risks, such as those related to investments in small- and mid-capitalization stocks, foreign, debt and high yield securities and funds that focus their investments in a particular industry. Please refer to the fund prospectus for additional details pertaining to these risks.

Income from tax-exempt funds may be subject to state and local taxes and a portion of income may be subject to the federal and/or state alternative minimum tax for certain investors. Federal and/or state income tax rules will apply to any capital gains distribution.

An investment in **money market funds** is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. It is possible to lose money by investing in these funds.

See the applicable fund prospectuses, which may be found on the fund companies' websites, for a complete description, including calculation formulas, for management, custody and other fees associated with the mutual funds. For more information, including whether a fund is affiliated with, or pays U.S. Bank fees, contact a member of your relationship team. www.federatedinvestors.com | www.fidelity.com | www.firstamericanfunds.com | www.nuveen.com

Private Investment Fund disclosure

"Private Investment Funds" or "Private Funds" are pooled investment vehicles that are excluded from the definition of investment company under the Investment Company Act of 1940 by section 3(c)(1) or 3(c)(7) of that Act. The term Private Fund generally includes funds commonly known as hedge funds and private equity funds. USBNA and USBFS may enter into agreements with Private Funds or with their service providers, whereby USBNA and USBFS provide services to such funds and receive fees or compensation for these services from the funds or the funds' sponsors or agents. USBNA services provided include, as applicable, trust and administrative services including collateral custody, collateral agent, administrative and reporting functions, registrar, paying agent, loan administration, escrow, document custody, back-up servicer services, deposit account services, and various lending services to the fund and/or its investments including direct loans, revolving credit facilities and other extensions of credit and loan administration. USBFS services provided include, as applicable, fund administration including accounting, shareholder services, transfer agency and reporting services. For the types of fees charged to any Fund, see the Fund issuer's private placement offering documents. Fees received by U.S. Bank from Private Funds are not in addition to, and do not increase, fund operating expenses or other fees and expenses as described in the applicable Fund's offering documents.

Other important information: Private Investment Funds are speculative and involve a substantially more complicated set of risk factors than traditional investments such as stocks or bonds, including use of derivatives, leverage and short sales which can magnify potential losses or gains.

Restrictions may exist on the ability to redeem or transfer interests in a Private Investment Fund. Investors considering an investment in Private Investment Funds must be fully aware that these investments are illiquid by nature, typically represent a long-term binding commitment and are not readily marketable. The valuation procedures for these holdings are often



subjective in nature.

Private Investment Funds are not suitable for every investor even if the investor meets the financial eligibility requirements. It is important to consult with your tax and investment professional to determine how these investments might fit your asset allocation, risk profile and tax situation.

Private Investment Funds are offered to you by the Fund issuer with a private placement memorandum ("PPM"), which a prospective investor must carefully read for a more complete description of fees, risks and restrictions. For more information, contact your Portfolio Manager or a member of your relationship team.

District Report

Meeting Date: May 11, 2022



DATE: 4/29/2022
 TO: PRPD Board of Directors (BOD)
 FROM: Dan Efseaff, District Manager
 SUBJECT: Monthly District Report

Monthly Report

1. Updates

- a. Welcome To Paradise Sign - The Paradise Welcome sign is nearly filled. As of 4/29/2022 all the squares have been purchased and medallions are in the process of being made and should be up by 5/6/2022 (**Figures 1 & 2**). Maintenance staff have also been at the site making sure the weeds and grass are cut and the area looks clean (**Figure 3**).
- b. Moore Road Park Horse Arena Project – Construction for repair of facilities lost during the Camp Fire are now complete at the Moore Road Park Horse Arena (**Figure 4**). The Paradise Horseman’s Association contributed funds toward the project while the rest was funded through FEMA/CalOES.

2. Administrative and Visitor Services

- a. Front Office – Mattie Auteri has been brought on to the Paradise Recreation Team to help out in the front office. Online Registration opportunities are being tested.

3. Finance

- a. Routine Reports – Balance Sheet (Attachment A), Year to Date (YTD) Profit & Loss Budget vs. Actual (Attachment B), Monthly Profit & Loss (Attachment C), Investment and Reserve (Attachment D), and Recovery Project for the Fiscal Year (Attachment E)
- b. Impact Fees - For the month of April, the District received a total of \$15,616.60 in impact fees.
- c. Investments –
 - i. Five Star Bank Interest deposits: Investment Money Market = \$11,586.04 and Grant Money Market = \$78.75.

4. Parks

- a. Pet Memorial - The Pet Memorial reveal on April 24th was well attended. I want to acknowledge our PRPD crew leader Theresa Casaulong for all the hard work that was put into making this event a success (**Figures 5 & 6**).
- b. Gold Nugget Graft Fair - This year’s turnout was one of the largest I’ve seen in years including pre-Camp Fire (**Figures 7 & 8**). The event went on without a hiccup. To have an event this large go on as smooth as it did takes a team of people. Jeff Dailey our Recreation Supervisor starts the scheduling over a year in advance, working with our front office staff, Sunny Quigley & Lorrennis Leeds. Lori McCoslin Recreation Coordinator plays a huge part on the day of the event making sure all the vendors find their designated assigned spots and adding a fun, festive face to represent PRPD. Last but not least, our PRPD maintenance staff put in a lot of hours making sure the Terry Ash Recreation Center looked spectacular. Dave Ricca is the lead landscaper at the TARC. THANKS TO ALL OF YOU, for your dedication to Paradise. The love of our Town shows in your work.
- c. PRPD Pool - We have repainted the pool gutters and pool deck depth signs (**Figures 9 & 10**). We have also added two new elevated lifeguard chairs (**Figure 11**). There was a delay on receiving the special epoxy paint required for the gutters, which unfortunately has forced a one-week delay on the scheduled opening day.
- d. Tree Clean-up - Consulted with the Butte County Resource Conservation District and Butte Fire Safe Council to conduct hazard and fuel tree removal on Coutolenc and Lakeridge properties. If they move forward, the projects will bring approximately \$260,000 at Coutolenc and \$30,000 at Lakeridge in hazard tree and fuel removal.
- e. Special presentation - PRPD would like to acknowledge Eagle Scout Trenten H. Dewell for the great job that was done on rebuilding our Sign Kiosk at Noble Park. PRPD is very Proud to be part of the Eagle Scout program and honored to have Trenten chose PRPD for his Eagle Scout Rank Project.

5. Programs

- a. Gold Nugget Craft Fair – The 43rd annual GNCF that took place at the Terry Ashe Recreation Center on April 23rd and 24th was a huge success. Vendors and patrons were pleased that the fair went back to a two-day format as opposed to the one-day event last year. Thousands of people came out to support the 68 craft and 9 food vendors (**Figures 7 & 8**). The return of the parade down the Skyway was a bonus and helped to make the weekend a positive community event.
- b. Nature and Forest Therapy – Over the last several months PRPD has helped to administer a Forest Therapy program grant with Chico State Enterprises. Twelve certified guides were hired by PRPD to perform forest walks and other nature therapy that was scheduled through the program. For this service PRPD received 20% overhead on all hours worked as well as parking fees when walks took place at Paradise Lake.
- c. Kid's Fishing Day – Preparations for the Paradise Lake Kid's Fishing Day began last year with a grant application to purchase fish through the Butte County Fish and Game Commission. That grant along with an annual allotment of fish from the CA Department of Fish and Wildlife led to three fish plants leading up to the event on April 30. An outpouring of sponsorships allowed PRPD to give out awards throughout the event for raffles and largest fish contests. Hotdogs were barbecued on both sides of the lake. Most importantly the fish were biting during the day, and the largest fish came in at 21 inches. (**Figures 12-14**)

6. Outreach and Development

- a. Presentations – District Manager Efsaef made several presentations regarding the District's response and innovative approaches following the Camp Fire.
 - i. CSUC Class Lecture – A presentation to an upper division recreation class on the response of PRPD following the Camp Fire, especially related to the wildfire risk reduction buffer/resiliency parks.
 - ii. UCLA presentation (5/2/2022) - A presentation associated with UCLA's Climate Change, Health and the Built Environment Discussion Series, Part 3: Preparing, Responding and Rebuilding.
 - iii. Governor's Office – Go Biz Team – A presentation on the recovery and role of the District in supporting long-term economic stability and opportunities to northern California representatives of this team (<https://business.ca.gov/about/go-biz-team/>).
- b. USFS Feather River Ranger District Public Outreach Meeting – Staff attended a public information/outreach meeting presented by the US Forest Service Plumas National Forest Feather River Ranger District. USFS staff presented updates on planning and projects and solicited public input regarding prioritization of projects.
- c. Paradise Irrigation District Presentation – In April, District Manager Efsaef presented to the PID Board of Directors to report on PRPD's management of recreation at Paradise Lake.
- d. Volunteer Program
 - i. Planting the ridge – Community tree planting April 23 & 24 at Bille Park and Moore Road Ball Park from 11am – 4pm. Originally planned for three days but cancelled 4/22/22 due to weather and nursery complications. Great turn out of volunteers that consisted of community members (Paradise, Magalia, Chico), Chico State Students, CCC/Magalia Fire Center, and workability. (**Figures 15-22**)
 - ii. Kids fishing day – Volunteers will be assisting at 2022 Kids fishing day. Expectations and Roles; Set up/take down, fishing knowledge & help (walk shoreline), reel set-up, photos, fish contest (white board/photos), litter pick up, concession booth.
 - iii. Thank you cards - NEW! (**Figure 23**)
 - iv. Crain Memorial Park – Sierra Nevada AmeriCorps Partnership (SNAP) and All hands and Hearts came out to Crain Memorial Park to participate in fire mitigation and forest health on 4/27/22 – 4/28/22 for two full workdays. Work consisted of cutting/piling dead burnt material, broom removal, and burn pile construction. SNAP is a new partnership that is interested in making Butte County a main headquarters to do work in California. This two-day activity was the first meeting to gather partners within the area to collaborate on work needed and hands available for Butte County. Partners interested and present were California volunteers (Director), CSU Chico, Butte Fire Safe Council, Sierra Nevada Alliance, and All Hands and Hearts. 52 volunteers total in two days, 75 burn piles constructed, over 60 ft. of broom removed, and the spark of great partnerships started! (**Figures 24-29**)
 - v. Workability – Staff is collaborating with Butte County Office of Education (Lynn Bakke, job developer) to have PRPD a worksite location for the youth development workforce. Workability is an individualized and supportive employment program dedicated to preparing people with disabilities for integrated and sustainable work opportunities. The volunteer program is a great steppingstone for youth interested in environmental stewardship and/or recreation to obtain work experience within their local community. As of right now, two

students have selected PRPD as their worksite and have come out to help with planting the ridge project. **(Figures 30 & 31).**

- vi. Paradise Lake-
- a. Lake sign project - Mile marker distance surveyed, mile markers ordered (**Figure 32**), wood post are pressure treated, and volunteer/staff are ready to install upon arrival.
Quantity: 20 mile markers. **Marker Plaque Size:** All markers 3.5in x 5in. **Post size** 3 ft. Tall.
 - b. All Hands and hearts update – Agreement approved. Crew arrived this month, had set back from sickness. In the meantime, chipping has continued along the first 1.5 miles of lake.
- vii. Total number of Volunteer Hours to Date (VHD) – 3,131.86 Last report of VHD – 2,703.86
- Paradise Lake: 1,392.26
 - Bille: 477.75
 - Noble: 73
 - Lakeridge: 72
 - Crain Memorial Park: 637.1
 - Terry Ashe Recreation Center: 290.5
 - Aquatic Park: 30
 - Moore Road Ball Park: 93.25
 - Coutolenc: 41.5
 - Centerville: 24.5

7. Projects and Project Development

- a. California ReLEAF Grant – The California ReLEAF grant awarded to the District in 2021 has paid for maintenance costs and materials to install irrigation at Bille Park and Moore Road Park. These grant funds also paid for the purchase of trees and shrubs that were planted at the two park sites over a two-day work party on April 23 and 24th (**Figures 12-20**). Volunteer Coordinator Sophia Munoz-Oliverez galvanized an energetic volunteer group who showed up ready to dig holes, plant trees, stake, and water during the two-day event. Additional planting days are planned for Fall 2022.
- b. Natural Heritage Preservation Tax Credit Program- The Natural Heritage Preservation Tax Credit Act provides state tax credits in an amount equal to 55% of the fair market value to private landowners who donate qualified land and/or water or water rights to a local government entity with the goal of protecting and conserving open space, agricultural lands, water, wildlife habitat, archaeological resources, and state and local parks. The WCB (Wildlife Conservation Board considers donor properties for approval of a tax credit through an application and review process. Applications are accepted on a year-round basis and must meet certain criteria. (Attachment F).
- c. Magalia Paradise Lake Loop Trail – quarterly highlights include:
 - Developing baseline maps, Processing of LiDAR layers onto electronic map with ownership, roads, and landmarks. Continued reconnaissance of trail inventory.
 - Received a grant (\$50,000) to provide supplemental funding North Valley Community Foundation (NVCF)/Butte Strong Fund for environmental compliance and potentially bridge consultation and materials for the trail system.
 - Interviewed and hired part-time staff member that will be the lead on the trails construction project.
 - Reached out to some groups not already plugged into the previous planning efforts and potential partners.
 - Initiated contact with a graphic artist on the potential interest in developing signage for the project. Designed and ordered waypoint signs for the portion along Paradise Lake.
 - Consulted with BLM, Butte County, USFS, and the Paradise Irrigation District (PID) with field visits. We secured the permit for the USFS property at Paradise Lake.
 - Developing outreach materials with the National Park Service to develop a planning and outreach process for the trail system, which will be piggy backed onto a regional trail planning process.

8. Upcoming

- a. FY 2022-2023 Budget – Based on input from the Finance Committee and staff refinement of budget estimates, the budget hearing will be moved to a special meeting scheduled for later this month. This will allow for a more complete consideration of the budget. The revised budget (Attachment G) indicates a need to tap into reserves of less than \$200K (originally, staff projected a \$943K deficit).
- b. BOD action items – Staff members are working on a number of items that will come up in the next few months including construction and rebuild related contracts and benefit policies.

Photographs



Figure 1. New Welcome to Paradise sign at Skyway



Figure 2. Welcome to Paradise sign with organization panels attached



Figure 3. View of sign area after weed/grass trimming



Figure 4. Horse Arena after construction completed



Figure 5. Park Supervisor Cobb with the memorial creator



Figure 6. Gina Schaeffer (memorial fundraiser) with PASH Board Members



Figure 7. Craft and food vendors at the Gold Nugget Craft Fair reported to do very well throughout the weekend



Figure 8. Crowds gathering at the Gold Nugget Craft Fair on Saturday, April 23



Figure 9. Maintenance staff painting at the pool



Figure 10. Repainted depth marking



Figure 11. New lifeguard chairs at the pool



Figure 12. Wildfire Ready Raccoon stopped by the 2022 Kids Fishing Day



Figure 13. An attendee of Kids Fishing day showing off his big catch



Figure 14. The PRPD booth at the Kids Fishing Day housed lots of raffle prizes and program information



Figure 15. Volunteer watering new tree



Figure 16. Volunteers taking a break to admire their work



Figure 17. Volunteer with tree



Figure 18. Volunteer Coordinator sharing planting tips with young volunteers



Figure 19. Planting some big trees



Figure 20. Volunteers hard at work at Moore Road Dog Park.



Figure 21. Seed Swag! Volunteers built their own biodegradable take home pots with the options of yarrow or poppies. Care guide & education information were available for take home as well.



Figure 22. CCC members stepping in with Pulaski to help others remove root.



Figure 23. Front of new thank you cards.



Figure 24. Morning briefing.



Figure 25. Surprise visit from a local salamander volunteers looked at identifying species and removing from work area.



Figure 26. Hard at work cutting and piling.



Figure 27. Broom Busting!



Figure 28. The BIG one! Volunteers with great energy and positive attitudes. All volunteers were ready, eager, and understanding to do work for the community of Concow.



Figure 29. Completed work area consisting of burn piles. Will burn when conditions are favorable.



Figure 30. Hayden Turenne, helping water planting.



Figure 31. Jack Lemire tree planting with CCC members.

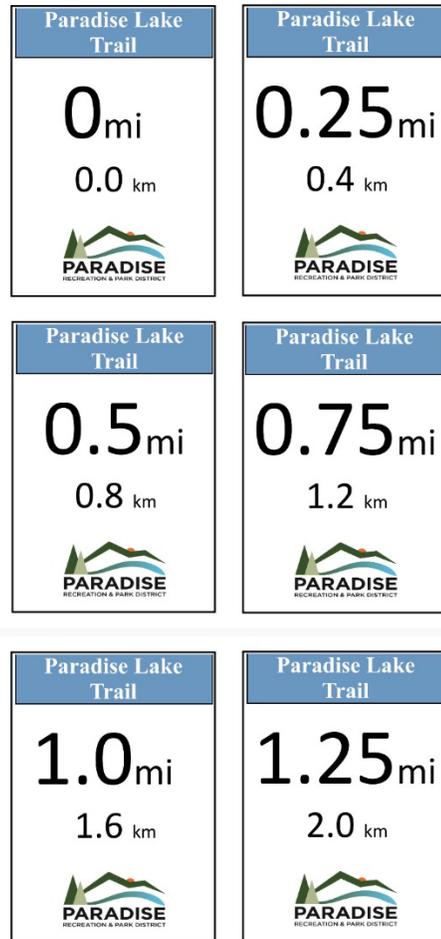


Figure 32. Paradise Lake mile marker example.

Attachments:

- A. Balance Sheet
- B. YTD Profit & Loss Budget vs. Actual
- C. Monthly Profit & Loss
- D. Investment and Reserve
- E. Recovery Project for the Fiscal Year
- F. Natural Heritage Preservation Tax Credit Program Draft Memo
- G. Revised FY 2022-23 Budget

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05/02/22

Accrual Basis

PRPD
Balance Sheet
As of April 30, 2022

	Apr 30, 22
ASSETS	
Current Assets	
Checking/Savings	
1000 · Mechanics Bank - Operating	67,828.88
1003 · Five Star Bank - Payroll	25,002.83
1005 · Petty Cash	300.00
1008 · North Valley Community Found	2,890.57
1010 · Treasury Cash - 2510	
1011 · General Operating	-728,053.71
1012 · ACO Reserve	606,700.00
1013 · General Reserve	3,000.00
1014 · Deposits held for others	1,000.00
Total 1010 · Treasury Cash - 2510	-117,353.71
1030 · Investments	
1031 · Five Star Bank Money Market	2,559,961.90
1032 · Five Star Bank Grant M. M.	275,692.79
1033 · Investment Reserves	
1033.02 · Capital Improvement & Acquisit	9,612,703.81
1033.03 · Current Operations	8,022,664.07
1033.04 · Desig Proj/Sp Use/Grant Match	752,124.75
1033.05 · Future Operations	18,803,118.93
1033.06 · Technology	150,424.95
1033.07 · Vehicle Fleet & Equipment	752,124.75
Total 1033 · Investment Reserves	38,093,161.26
Total 1030 · Investments	40,928,815.95
1100 · Designated Treasury Funds	
1112 · Grosso Endowment-2512	54,619.72
1113 · Grosso Scholarship-2513	5,489.54
1114 · Designated Donations-2514	
1114-1 · Bille Park Donations	125.00
1114-10 · Swim Scholarship Fund	997.82
1114-11 · Dog Park Donations	2,874.61
1114-12 · Coutolenc Camp Fund	1,452.89
1114-13 · Ice Rink Donations	116,526.83
1114-14 · General Donations	11,964.41
1114-2 · Bike Park Fund	1,500.00
1114-3 · Lakeridge Park Donations	3,050.00
1114-4 · Sports Equipment Donations	
1114-41 · Wrestling Mat fund	773.60
Total 1114-4 · Sports Equipment Donations	773.60
1114-5 · Pam Young Fund	1,000.00
1114-6 · Easter Egg Scholarships	4,593.61
1114-7 · Child-Youth Scholarships	10.00
1114-8 · McGreehan Children's Schlshp	670.00
1114-9 · Skate Park Fund	3,044.36
1114 · Designated Donations-2514 - Other	223.24
Total 1114 · Designated Donations-2514	148,806.37
Total 1100 · Designated Treasury Funds	208,915.63
1119 · Impact Fees	
1120 · Sub Div Fees - 2520	8,236.81
1121 · Park Acqui Unincorp - 2521	39,252.56
1122 · Park Dev Unincorp - 2522	139,832.36
1124 · District Fac Unincorp - 2524	55,263.86
1126 · Park Acqui Incorp - 2526	177,536.03
1127 · Park Dev Incorp - 2527	522,509.81
1128 · District Fac Incorp - 2528	106,580.44

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05/02/22

Accrual Basis

PRPD
Balance Sheet
As of April 30, 2022

	Apr 30, 22
Total 1119 · Impact Fees	1,049,211.87
Total Checking/Savings	42,165,612.02
Other Current Assets	
1310 · Miscellaneous Receivables	20,504.10
1400 · Interest Receivable	
1410 · Interest Receivable	2,786.80
1413 · Interest Receivable - 2513	222.58
1420 · Interest Receivable - 2520	2,452.18
Total 1400 · Interest Receivable	5,461.56
1500 · FMV Adjustments	
1510 · FMV Adjustment-2510	13,599.33
1512 · FMV Adjustment-2512	2,420.78
1513 · FMV Adjustment-2513	11,997.91
1500 · FMV Adjustments - Other	1,978.92
Total 1500 · FMV Adjustments	29,996.94
Total Other Current Assets	55,962.60
Total Current Assets	42,221,574.62
Fixed Assets	
1710 · Land	750,088.53
1720 · Buildings	5,741,888.45
1730 · Furn., Fixtures & Equip (>\$5k)	1,134,438.97
1798 · Accum Depr - Furn Fixture Equip	-276,237.45
1799 · Accum Depr - Buildings	-4,241,039.94
1800 · Construction in Progress	
1810 · CIP-Planning	
1810.1 · CIP-BSF Park Planning	157,272.27
Total 1810 · CIP-Planning	157,272.27
1820 · CIP-Acquisition	
1820.1 · Oak & Noble Acquisition (SNC)	33,282.19
1820.2 · Buffer (TNC)	35,544.70
Total 1820 · CIP-Acquisition	68,826.89
1830 · CIP-Development	
1830.1 · CIP-Aquatic Park Lighting	580.01
1830.2 · CIP-State Park Grant (SPPG)	5,491.48
1830.3 · CIP-Per Capita Program (PCP)	5,898.00
Total 1830 · CIP-Development	11,969.49
1840 · CIP-Facility & Park Amenities	
1840.1 · CIP-Paradise Pool Swim Blocks	1,247.17
1840.2 · CIP-Cal Recycle	223,479.93
1840.4 · CIP-RTGGP Trails Grant	2,268.66
1840.5 · Existing Park Improvements	18,803.40
1840.6 · CIP-California ReLeaf (CRL)	3,180.83
1840.7 · Recovery Projects	91,636.54
Total 1840 · CIP-Facility & Park Amenities	340,616.53
Total 1800 · Construction in Progress	578,685.18
Total Fixed Assets	3,687,823.74
Other Assets	
1900 · PCV Promissory Note	300,322.00
1950 · Deferred Outflow - Pension	164,084.00
Total Other Assets	464,406.00

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05/02/22

Accrual Basis

PRPD
Balance Sheet
As of April 30, 2022

	Apr 30, 22
TOTAL ASSETS	46,373,804.36
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	9,201.28
Total Accounts Payable	9,201.28
Other Current Liabilities	
2100 · Payroll Liabilities	
2120 · Payroll Taxes Payable	-11,049.95
2130 · Health Benefits Payable	-3,020.31
2140 · FSA payable	-307.96
2170 · CalPers Payable	25,444.77
2180 · Garnishments payable	-2.50
2190 · Accrued Leave Payable	
2192 · Sick leave payable	13,125.81
2193 · Vacation leave payable	31,148.82
Total 2190 · Accrued Leave Payable	44,274.63
Total 2100 · Payroll Liabilities	55,338.68
2300 · Deposits - refundable	1,000.00
2400 · Deferred Revenue	
2430 · Deferred Inflow - Pension	40,310.00
2440 · Deferred CIP Revenue	200,000.00
Total 2400 · Deferred Revenue	240,310.00
Total Other Current Liabilities	296,648.68
Total Current Liabilities	305,849.96
Long Term Liabilities	
2700 · FEMA Community Disaster Loan	59,909.00
2805 · CalPers Pension Liability	419,464.00
2806 · OPEB Liability	391,761.00
Total Long Term Liabilities	871,134.00
Total Liabilities	1,176,983.96
Equity	
2030 · Designated for Petty Cash	300.00
3000 · General Fund Balances-2510	
3010 · General Fund Available	291,149.99
3030 · General Reserve	3,000.00
3050 · Designated Captial Outlay	606,700.00
Total 3000 · General Fund Balances-2510	900,849.99
3100 · Net of Capital Investments	2,646,058.58
3200 · Designated Fund Balances	
3212 · Grosso Endowment-2512	54,619.72
3213 · Grosso Scholarship-2513	4,926.80
3214 · Donations - 2514	74,766.17
3220 · Impact Fees	790,446.35
Total 3200 · Designated Fund Balances	924,759.04
3280 · Invest. in General Fixed Assets	-140,627.23
3900 · Retained Earnings	41,314,667.66
3999 · Opening Balance Equity	-354,580.80
Net Income	-94,606.84
Total Equity	45,196,820.40

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05/02/22

Accrual Basis

PRPD
Balance Sheet
As of April 30, 2022

	Apr 30, 22
TOTAL LIABILITIES & EQUITY	<u>46,373,804.36</u>

4:12 PM

PRPD

Profit & Loss Budget vs. Actual

July 2021 through April 2022

05/02/22

Accrual Basis

	Jul '21 - Apr ...	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4100 · Tax Revenue	497,954.36	718,000.00	-220,045.64	69.4%
4200 · Impact Fee revenue	132,162.99	120,000.00	12,162.99	110.1%
4300 · Program Income	269,246.55	206,500.00	62,746.55	130.4%
4350 · Concession & Merchandise sales	0.00	2,100.00	-2,100.00	0.0%
4400 · Donation & Fundraising Income	72,579.48	55,300.00	17,279.48	131.2%
4500 · Grant Income	602,240.13	642,000.00	-39,759.87	93.8%
4600 · Other Revenue	504,323.91	405,500.00	98,823.91	124.4%
4900 · Interest Income	75,508.41	251,900.00	-176,391.59	30.0%
Total Income	2,154,015.83	2,401,300.00	-247,284.17	89.7%
Gross Profit	2,154,015.83	2,401,300.00	-247,284.17	89.7%
Expense				
5000 · Payroll Expenses				
5010 · Wages & Salaries	1,143,863.81	1,220,400.00	-76,536.19	93.7%
5020 · Employer Taxes	87,515.93	61,800.00	25,715.93	141.6%
5030 · Employee Benefits				
5030.1 · Retired Health Premium Employer	12,158.01			
5030.2 · Admin Fee for Active	301.34			
5030.3 · Admin Fee for Retired	472.94			
5030 · Employee Benefits - Other	214,341.79	257,100.00	-42,758.21	83.4%
Total 5030 · Employee Benefits	227,274.08	257,100.00	-29,825.92	88.4%
5040 · Workers Comp Expense	33,909.47	56,700.00	-22,790.53	59.8%
5060 · Other Personnel Costs	8,533.14	15,800.00	-7,266.86	54.0%
5000 · Payroll Expenses - Other	13,811.48	0.00	13,811.48	100.0%
Total 5000 · Payroll Expenses	1,514,907.91	1,611,800.00	-96,892.09	94.0%
5100 · Program Expenses				
5110 · Concession & Merchandise Exp.	425.96	6,900.00	-6,474.04	6.2%
5120 · Program Contract Labor	1,256.00	6,500.00	-5,244.00	19.3%
5130 · Program Supplies	34,498.00	27,700.00	6,798.00	124.5%
5100 · Program Expenses - Other	0.00	0.00	0.00	0.0%
Total 5100 · Program Expenses	36,179.96	41,100.00	-4,920.04	88.0%
5140 · Fundraising Expense	0.00	18,200.00	-18,200.00	0.0%
5200 · Advertising & Promotion	10,100.77	11,200.00	-1,099.23	90.2%
5220 · Bank & Merchant Fees	4,745.06	5,200.00	-454.94	91.3%
5230 · Contributions to Others	8,750.00	25,600.00	-16,850.00	34.2%
5240 · Copying & Printing	4,804.09	7,100.00	-2,295.91	67.7%
5260 · Dues, Mbrshps, Subscr, & Pubs	13,943.74	32,600.00	-18,656.26	42.8%
5270 · Education, Training & Staff Dev	7,474.38	8,500.00	-1,025.62	87.9%
5280 · Equip., Tools & Furn (<\$5k)				
5282 · Office ET&F	12,131.34	10,300.00	1,831.34	117.8%
5284 · Program ET&F	1,596.16	10,300.00	-8,703.84	15.5%
5286 · Small Tools & Equipment	14,596.68	21,200.00	-6,603.32	68.9%
5280 · Equip., Tools & Furn (<\$5k) - Other	0.00	0.00	0.00	0.0%
Total 5280 · Equip., Tools & Furn (<\$5k)	28,324.18	41,800.00	-13,475.82	67.8%
5290 · Equipment Rental	107,522.52	94,900.00	12,622.52	113.3%
5300 · Insurance	80,848.00	76,400.00	4,448.00	105.8%
5310 · Interest Expense	250.41	1,100.00	-849.59	22.8%
5320 · Miscellaneous Expense	0.00	300.00	-300.00	0.0%
5330 · Professional & Outside services				
5332 · Accounting	10,092.24	44,800.00	-34,707.76	22.5%
5334 · Legal	8,862.80	25,800.00	-16,937.20	34.4%
5336 · Engineering	24.29	203,000.00	-202,975.71	0.0%
5338 · Other Prof. & Outside Labor	89,094.09	365,000.00	-275,905.91	24.4%
5330 · Professional & Outside services - Other	217.18	0.00	217.18	100.0%
Total 5330 · Professional & Outside services	108,290.60	638,600.00	-530,309.40	17.0%

4:12 PM

05/02/22

Accrual Basis

PRPD
Profit & Loss Budget vs. Actual
July 2021 through April 2022

	Jul '21 - Apr ...	Budget	\$ Over Budget	% of Budget
5340 · Postage & Delivery	1,547.82	2,000.00	-452.18	77.4%
5350 · Rent-Facility use fees	3,822.25	7,800.00	-3,977.75	49.0%
5360 · Repair & Maintenance				
5361 · Building R&M	3,970.31	24,000.00	-20,029.69	16.5%
5362 · Equipment R&M	4,621.08	19,000.00	-14,378.92	24.3%
5363 · General R&M	6,753.33	21,000.00	-14,246.67	32.2%
5364 · Grounds R&M	30,388.23	57,000.00	-26,611.77	53.3%
5365 · Pool R&M	29,481.54	19,000.00	10,481.54	155.2%
5366 · Vehicle R&M	3,063.04	11,000.00	-7,936.96	27.8%
5367 · Janitorial	10,814.13	11,000.00	-185.87	98.3%
5368 · Security	2,144.24	7,000.00	-4,855.76	30.6%
5369 · Vandalism	2,010.85	1,000.00	1,010.85	201.1%
5360 · Repair & Maintenance - Other	0.00	0.00	0.00	0.0%
Total 5360 · Repair & Maintenance	93,246.75	170,000.00	-76,753.25	54.9%
5370 · Supplies - Consumable				
5372 · Office Supplies	8,560.47	12,900.00	-4,339.53	66.4%
5374 · Safety & staff supplies	9,174.79	16,500.00	-7,325.21	55.6%
5370 · Supplies - Consumable - Other	0.00	0.00	0.00	0.0%
Total 5370 · Supplies - Consumable	17,735.26	29,400.00	-11,664.74	60.3%
5380 · Taxes, Lic., Notices & Permits	5,949.98	4,200.00	1,749.98	141.7%
5390 · Telephone & Internet	13,207.29	24,800.00	-11,592.71	53.3%
5400 · Transportation, Meals & Travel				
5402 · Air, Lodging & Other Travel	6,723.84	9,000.00	-2,276.16	74.7%
5404 · Fuel	25,083.62	16,800.00	8,283.62	149.3%
5406 · Meals	4,480.33	5,000.00	-519.67	89.6%
5408 · Mileage & Auto Allowance	575.68	8,900.00	-8,324.32	6.5%
5400 · Transportation, Meals & Travel - Other	0.00	0.00	0.00	0.0%
Total 5400 · Transportation, Meals & Travel	36,863.47	39,700.00	-2,836.53	92.9%
5410 · Utilities				
5412 · Electric & Gas	121,339.45	60,900.00	60,439.45	199.2%
5414 · Water	19,413.93	24,200.00	-4,786.07	80.2%
5416 · Garbage	9,354.85	15,200.00	-5,845.15	61.5%
5410 · Utilities - Other	0.00	0.00	0.00	0.0%
Total 5410 · Utilities	150,108.23	100,300.00	49,808.23	149.7%
Total Expense	2,248,622.67	2,992,600.00	-743,977.33	75.1%
Net Ordinary Income	-94,606.84	-591,300.00	496,693.16	16.0%
Net Income	-94,606.84	-591,300.00	496,693.16	16.0%

4:13 PM

05/02/22

Accrual Basis

PRPD
Profit & Loss
April 2022

	Apr 22
Ordinary Income/Expense	
Income	
4200 · Impact Fee revenue	15,616.60
4300 · Program Income	43,652.27
4400 · Donation & Fundraising Income	1,129.82
4900 · Interest Income	11,665.25
	72,063.94
Total Income	72,063.94
Gross Profit	72,063.94
Expense	
5000 · Payroll Expenses	
5010 · Wages & Salaries	114,719.40
5020 · Employer Taxes	8,244.00
5030 · Employee Benefits	
5030.1 · Retired Health Premium Employer	1,275.94
5030.2 · Admin Fee for Active	30.34
5030.3 · Admin Fee for Retired	9.75
5030 · Employee Benefits - Other	19,695.44
	21,011.47
5040 · Workers Comp Expense	0.00
5060 · Other Personnel Costs	-394.93
	143,579.94
Total 5000 · Payroll Expenses	143,579.94
5100 · Program Expenses	
5120 · Program Contract Labor	378.00
5130 · Program Supplies	9,721.54
	10,099.54
Total 5100 · Program Expenses	10,099.54
5200 · Advertising & Promotion	11.60
5220 · Bank & Merchant Fees	820.56
5230 · Contributions to Others	6,250.00
5240 · Copying & Printing	293.58
5260 · Dues, Mbrshps, Subscr, & Pubs	1,194.57
5270 · Education, Training & Staff Dev	1,790.00
5280 · Equip., Tools & Furn (<\$5k)	
5282 · Office ET&F	477.89
5286 · Small Tools & Equipment	165.98
	643.87
Total 5280 · Equip., Tools & Furn (<\$5k)	643.87
5290 · Equipment Rental	895.72
5330 · Professional & Outside services	
5338 · Other Prof. & Outside Labor	37,572.86
	37,572.86
Total 5330 · Professional & Outside services	37,572.86
5340 · Postage & Delivery	58.00
5350 · Rent-Facility use fees	1,273.75
5360 · Repair & Maintenance	
5361 · Building R&M	1,122.78
5362 · Equipment R&M	15.51
5364 · Grounds R&M	1,665.32
5365 · Pool R&M	4,298.40
5366 · Vehicle R&M	126.80
5367 · Janitorial	980.94
5368 · Security	7.52
	8,217.27
Total 5360 · Repair & Maintenance	8,217.27
5370 · Supplies - Consumable	
5372 · Office Supplies	175.58
5374 · Safety & staff supplies	693.63
	869.21

4:13 PM

05/02/22

Accrual Basis

PRPD
Profit & Loss
April 2022

	Apr 22
Total 5370 · Supplies - Consumable	869.21
5380 · Taxes, Lic., Notices & Permits	181.00
5390 · Telephone & Internet	1,292.94
5400 · Transportation, Meals & Travel	
5402 · Air, Lodging & Other Travel	1,621.23
5404 · Fuel	3,149.84
5406 · Meals	193.04
Total 5400 · Transportation, Meals & Travel	4,964.11
5410 · Utilities	
5412 · Electric & Gas	7,127.08
5416 · Garbage	1,592.30
Total 5410 · Utilities	8,719.38
Total Expense	228,727.90
Net Ordinary Income	-156,663.96
Net Income	-156,663.96

**Paradise Recreation & Park District
Investment & Reserves Report
30-Apr-22**

Summary	Maximum Target	6/30/2021 Balance	2021/2022 Allocated	2021/2022 Interest	4/30/2022 Balance	Annual Funding Goal
Reserve Funds						
CalPERS 115 Trust	500,000	0.00	0.00	0.00	0.00	30,000
Capital Improvement & Acquisition	25,000,000	9,493,120.05	0.00	18,750.39	9,511,870.44	100,000
Current Operations	8,000,000	8,006,848.74	0.00	15,814.77	8,022,663.51	50,000
Designated Project/Special Use/Grant Matching	1,500,000	750,642.06	0.00	1,482.64	752,124.70	50,000
Future Operations	25,000,000	18,766,051.76	0.00	37,065.88	18,803,117.64	100,000
Technology	150,000	150,128.41	0.00	296.53	150,424.94	5,000
Vehicle Fleet & Equipment	1,000,000	750,642.06	0.00	1,482.64	752,124.70	75,000
Total Reserves Funds	61,150,000	37,917,433.08	0.00	74,892.84	37,992,325.92	410,000

Detail

Five Star Investment Money Market	2021 - 2022	
	4/30/2022	Interest Earned
CalPERS 115 Trust	0.00	0.00
Capital Improvement & Acquisition	9,511,870.44	2,647.43
Current Operations	8,022,663.51	2,232.94
Designated Project/Special Use/Grant Matching	752,124.70	209.34
Future Operations	18,803,117.64	5,233.46
Technology	150,424.94	41.87
Vehicle Fleet & Equipment	752,124.70	209.34
General Operating	3,574,835.25	1,011.65
Sub-Total Five Star	41,627,070.17	11,586.04
Add/Subtract Changes	-1,160,742.39	
Total Five Star	40,559,341.98	

Five Star	Beginning Balance	Change	Interest Earned	Ending Balance
	Grant Money Market Account		275,614.04	0.00
Payroll Interest Checking	1,797.72	23204.65	0.46	25,002.83
Total Five Star	277,411.76	23204.65	79.21	300,695.62

Mechanics	Deposits	Checks
Checking (as of February 28, 2022)	227,530.00	62,050.68
Total	227,530.00	62,050.68

Total in interest earning accounts	41,149,618.28	11,665.25
Other Investment Income		0.00
Total		11,665.25

Paradise Recreation & Park District's (District) Investment Policy describes the District's commitment to managing risk by selecting investment products based on safety, liquidity and yield. Per California Government Code Section 53600 et. seq., specifically section 53646 and section 53607, this investment report details all investment-related activity in the current period. District investable funds are currently invested in Five Star Bank which meets those standards. That being said, the District's Investment Policy remains a prudent investment course, and is in compliance with the "Prudent Investor's Policy" designed to protect public funds.

PRPD
Recovery Project
 July 1, 2021 through May 2, 2022

	Total Recovery Project
Ordinary Income/Expense	
Expense	
5000 · Payroll Expenses	
5010 · Wages & Salaries	502.36
5020 · Employer Taxes	41.36
5030 · Employee Benefits	96.51
Total 5000 · Payroll Expenses	640.23
5280 · Equip., Tools & Furn (<\$5k)	
5286 · Small Tools & Equipment	4,555.07
Total 5280 · Equip., Tools & Furn (<\$5k)	4,555.07
5290 · Equipment Rental	6,424.50
5330 · Professional & Outside services	
5338 · Other Prof. & Outside Labor	1,274.20
5330 · Professional & Outside services - Other	217.18
Total 5330 · Professional & Outside services	1,491.38
5360 · Repair & Maintenance	
5362 · Equipment R&M	185.51
5363 · General R&M	552.50
5364 · Grounds R&M	7,499.41
Total 5360 · Repair & Maintenance	8,237.42
5370 · Supplies - Consumable	
5374 · Safety & staff supplies	276.33
Total 5370 · Supplies - Consumable	276.33
5390 · Telephone & Internet	181.28
5410 · Utilities	
5416 · Garbage	657.75
Total 5410 · Utilities	657.75
Total Expense	22,463.96
Net Ordinary Income	-22,463.96
Net Income	-22,463.96

Memo



Date: 5/2/2022
 To: PRPD Board of Directors
 From: Dan Efseaff, District Manager
 CC:
 Subject: **Natural Heritage Preservation Tax Credit Program**

The Natural Heritage Preservation Tax Credit Act, enacted in 2000, provides state tax credits in an amount equal to 55% of the fair market value to private landowners who donate qualified land (via fee title or conservation easement) and/or water or water rights to a local government entity (the donee) such as the District with the goal of protecting and conserving open space, agricultural lands, water, wildlife habitat, archaeological resources, and state and local parks

Donated property must be approved for acceptance by the Wildlife Conservation Board (WCB), which notifies the Franchise Tax Board of the amount of tax credit awarded for each donation. To date, the Program has resulted in the approval of \$48.2 million in tax credits, and the donation and transfer of ownership of more than 7,967 acres of critical parkland, open space, agricultural conservation easements, wildlife corridors and archeological resources.

The WCB considers donor properties for approval of a tax credit through an application and review process. Applications are not accepted by the WCB directly from private landowners. Instead, interested landowners must coordinate the preparation of the Application Package with an eligible donee such as the District. In most cases, the District would prepare the application with input and final approval of the donor.

Applications are accepted on a year-round basis. A prospective donor property must meet one or more of the following five criteria:

1. The property will help meet the goals of a habitat conservation plan, multispecies conservation plan, natural community conservation plan, or any other similar plan authorized by statute that is designed to benefit native species of plants.
2. The property will provide corridors or reserves for native plants and wildlife that will help improve the recovery possibilities of listed species, or protect wetlands, waterfowl habitat, or river or stream corridors, or promote the biological viability of important California species.
3. The property interest is a perpetual conservation easement over agricultural land or is a permanent contribution of agricultural land threatened by development that is in an unincorporated area zoned for agricultural use by the county.
4. (a) The property interest is a water right, or land with an associated water right, that would improve the chances of recovery of a listed species or improve the viability and health of fish species of economic importance to the state. The donee must retain title to the water right and ensure that the water is used to fulfill the purposes for which it is being accepted.

(b) Any contribution of a water right that includes a change in the point of diversion, place of use, or purpose of use may be made only if the proposed change will not injure any other legal user of the water involved.

5. The property will be used as a park or open space or will augment public access to or enjoyment of existing regional or local park, beach, or open-space facilities, or will preserve archaeological resources.

When the WCB has received both a complete application package and a Department of General Services-approved fair market appraisal for the value for the donation, the donee schedules and holds a public hearing noticed to the County Board of Supervisors, landowners adjacent to the donor property, affected water districts, local municipalities, and others whom the donee or the WCB determines to be interested in or affected by the donation. The hearing must take place before the proposed donation will be presented to the WCB for its consideration.

Property approved for acceptance under the Program must be used for the conservation purposes for which it was contributed. The WCB conducts site visits once every three years to assure the long-term conservation purposes of the donation are maintained. If any unauthorized use is made of a donated property, the donee must seek to terminate the unauthorized use and restore the conservation benefits for which the property was donated.

If any property approved for acceptance under the Tax Credit Program is later transferred by the donee, its use must be restricted by deed to the conservation purposes for which the property was contributed. Consistent with this requirement, any local government or nonprofit organization seeking to sell or transfer donated property must first obtain Board approval.

More information is available at the web sites below.

Program Website: <https://wcb.ca.gov/Programs/Natural-Heritage-Preservation-Tax-Credit>

Application Guidance: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=2999>

Paradise Recreation & Park District - General Fund (2510) Budget

Fiscal Year:

2022-2023

Draft - BOD

5/5/2022

			FY 2022 - 2023
Description	Code	Budget	
Operating Budget			
Funding Resources			
Income			
4100 · Tax Revenue	4100	1,103,000	
4200 · Impact Fee revenue	4200	144,000	
4300 · Program Income	4300	319,700	
4350 · Concession & Merchandise sales	4350	2,400	
4400 · Donation & Fundraising Income	4400	78,000	
4500 · Grant Income	4500	1,300,000	
4600 · Other Revenue	4600	95,000	
4900 · Interest Income	4900	371,600	
Total Income		3,413,700	
Expense			
5000 · Payroll Expenses	5000	2,101,300	
5100 · Program Expenses	5100	53,500	
5140 · Fundraising Expense	5140	6,000	
5200 · Advertising & Promotion	5200	16,800	
5220 · Bank & Merchant Fees	5220	7,500	
5230 · Contributions to Others	5230	20,000	
5240 · Copying & Printing	5240	10,800	
5260 · Dues, Mbrshps, Subscr, & Pubs	5260	22,400	
5270 · Education, Training & Staff Dev	5270	24,700	
5280 · Equip., Tools & Furn (<\$5k)	5280	80,700	
5290 · Equipment Rental	5290	134,500	
5300 · Insurance	5300	82,500	
5310 · Interest Expense	5310	1,000	
5320 · Miscellaneous Expense	5320	300	
5330 · Professional & Outside services	5330	588,700	
5340 · Postage & Delivery	5340	2,000	
5350 · Rent-Facility use fees	5350	25,700	
5360 · Repair & Maintenance	5360	170,000	
5370 · Supplies - Consumable	5370	28,200	
5380 · Taxes, Lic., Notices & Permits	5380	8,000	
5390 · Telephone & Internet	5390	20,000	
5400 · Transportation, Meals & Travel	5400	53,700	
5410 · Utilities	5410	149,300	
Total Expense		3,607,600	
Total Net Operating Income and Expenses		-193,900	

Paradise Recreation & Park District - General Fund (2510) Budget

Fiscal Year: 2022-2023 Draft - BOD
5/5/2022

		<u>FY 2022 - 2023</u>
Description	Code	Budget
Summary		
Grand Total Budget		
Total Income		3,413,700
Expense		
Total Salary and Benefits		2,101,300
Total Services and Supplies		1,506,300
Total Contributions to Others		20,000
Total Expense		3,607,600
Total Net Operating Income and Expenses		-193,900

Memo



Date: 4/20/2022
 To: Board of Directors
 From: Kristi Sweeney, Assistant District Manager; Jeff Dailey, Recreation Supervisor; Scott Amick, Recreation Supervisor; Sophia Munoz- Oliverez; Lorrennis Leeds; and Sunny Quigley
 Subject: **2021 Paradise Lake Annual Report**

I. Introduction

In June 2020, the Paradise Recreation and Park District (District) entered into an agreement with the Paradise Irrigation District (PID) to provide recreation and recreational programs. The District intends to have an annual report to provide a snapshot of activities and direction to our Board of Directors and to PID. This report covers the first 6 months of operations (latter part of 2020) and calendar year 2021.

II. Overall

As with any significant endeavor, the District has been on a learning curve; however, this has been simplified by the eager help from Paradise Irrigation District (PID) Staff and our staff's enthusiasm for taking on the project. We have received very positive encouragement from members of the public. A variety of pictures to capture this effort are attached below.

III. Accomplishments to date

A. Administration

- Financial Summary
 - Annual Consideration (\$1 annual) to PID
 - Profit and loss June 2020 through Dec. 2021– (see attached)
 - In the past year and a half, the District incurred a net loss of approximately \$71,000 (mostly attributed to payroll expenses).
 - Because the lake had received little maintenance since the Camp Fire in 2018, staff completed a major push to clean up and restore the facilities and debris from the fire.
 - Volunteers supplemented this work.
 - Current estimated national value of volunteer hours: \$28.54.
 - Recorded volunteer hours: 1,142 hours
 - Value: \$ 32,592.68.
 - Program revenue associated with the lake may have been higher if not for COVID 19 restrictions and smoke during peak use seasons.
- Paradise Lake Boat/Parking Passes:
 - Annual
 - Public Pass Purchase/Renew: 339
 - Agency (PRPD & PID): 25
 - Total: 349

- Daily
 - Parking: 3,660
 - Boating/Parking: 592
- USFS Special Use Permit
 - In March 2020 staff submitted an operations plan and Special Use Permit application to the USFS in anticipation of an agreement with PID. Staff subsequently met with USFS Feather River Ranger District staff to discuss the where the permit and operations plan was discussed.
 - USFS staff indicated that the permit process should be straight forward. However, staff reassignment, COVID-19 restrictions, and wildfire related issues stalled the application until February 2022 when USFS staff forwarded the permit (valid through December 31, 2032) and a request to update the Operations Plan.
 - USFS staff also forwarded additional paperwork to allow PID to surrender their Special Use Permit to PRPD. PID has signed the required paperwork and staff have shared it with USFS staff.
- Paid parking signage and flyer campaign, to discourage unpaid envelopes (started in July 2021). This was in response to a small percentage of empty and/or short envelopes.
- After some initial challenges on weekend Staffing at the lake, it seems that we've been able to find a reasonable approach to it. Pivotal to keeping up with the workload has been the closing of the lake on Wednesdays for more heavy duty maintenance.
- Rules compliance is generally good with some infractions related to dogs and horses; ATV use the most common. There have been few issues related to vandalism or trash or after hour use.
- While there is a team effort to ensure success at the Lake, some PRPD staff members warrant mentioning. Sophia Munoz-Oliverez and the volunteer program she organized for cleaning the trail. Dave Ricca for the weekly cleaning of the picnic sites, parking areas, trail trash pickup and Pumping the Porta Potties. Recreational staff Scott Amick (programs) and Jeff Dailey (Fishing events and funding) are an important recognition. Finally, much of the information about the lake and permit management comes from front desk staff Sunny Quigley and Lorrennis Leeds.

B. Programs

1) Events and classes

- Photo Fishing Derby – Upon the onset of the pandemic in 2020, staff offered programming that adapted to the changing COVID restrictions while continuing to recreate. Staff hosted the annual children's fishing event as a *virtual* Fishing Derby. Utilizing our website and social media, participants submitted photos or videos of their fishing experiences. The public then voted on the pictures and videos to select the winners of each category. With over 500 votes cast over 5 categories, the first Photo Fishing Derby was considered a success.
- Kid's Fishing Day – On Saturday, May 15, 2021, PRPD ran our inaugural Kid's Fishing Day at Paradise Lake to continue the long-standing very successful PID event. The event was a huge success with over 650 people in attendance. The event included free hotdogs, a largest fish contest, raffles, and even a visit from the Wildfire Ready Raccoon. The event

was made possible by the many volunteers and donations from local businesses. PRPD is proud to have taken over this long running event from PID. It is a tradition on the ridge that the community has come to love and anticipate each year in the spring.

- Fish plants :
 - There was a total of 7,000 pounds of trout planted in 2020. PRPD coordinated the planting of 2,000 pounds on May 27 and another 3,000 pounds on June 8th after a failed attempt on June 1 due to warm water temperatures. The trout came from Darrah Springs Hatchery as a free allotment from the CA Department of Fish and Wildlife.
 - There was another 7,000 pounds of trout planted by the Department of Fish and Wildlife in 2021. In addition to the allotment of fish from Fish and Wildlife, PRPD purchased another 600 pounds of fish in the spring of 2021 with grant money through the Butte County Fish and Game Commission.
- Polar Paddlefest – Hosting Winter programming can be tricky, however, the first Polar Paddlefest, a poker race held on the water, in kayaks, during cold weather, proved that Paradise Lake can be enjoyed year-round. A handful of participants enjoyed this pop-up event that received great media coverage [Link to News Media Report Video](#)
- Paradise Lake Trail Run – Under the Sun Events held a trail run during the Fall and plans to do so perennially. This event draws nearly 125 runners and is a staple in the running community in the North State. Held in October, runners are treated to the changing of the seasons on a well-cared for surface that allows race organizers to scale this event year in and year out.
- Healing Trauma Through Nature program
 - Field Trips –
 - PRPD provided nature-based healing curriculum to low income, unhoused, and foster youth from various organizations on The Ridge and within Butte County. Schools, foster homes, and social service programs are thankful to have a safe natural environment led by competent staff, near water, for their students and program participants to experience.
 - The Paradise Lake trails are especially well suited for hiking as they are out and back trips on a well-defined trail that can contain excitable young hikers and provide natural beauty.
 - To date, PRPD hosted 34 paid field trips to Paradise Lake for hiking. An average of 20 participants per hike lands the total participant count at 680 hikers under the age of 18.
 - Camps –
 - The flagship camp for PRPD and the Healing Trauma Through Nature program is Camp Courage, a 5-day adventure camp that visits a host of sites on The Ridge. The highlight of the camp, held in late July each year, is the visit to Paradise Lake for kayaking.
 - The wildlife at the lake has been outstanding on “kayaking day” as excited students regularly observe osprey or bald eagles diving into the water to catch fish.
 - Each Camp Courage brings 25 11–15-year-old children to Paradise Lake.

- The Ridge Hiking Association – The second weekend of March is the date that the Ridge Hiking Association, a partnership program between Paradise StrongER and PRPD, hikes the Lake. Participants are treated to two staff lead hikes – one on the front side of the boat launch, one on the back side. This year 45 participants enjoyed the trails.
- Drone Camp and Snapshots Program – Staff are excited to report the success of our drone camp and snapshots program at Paradise Lake. Woven into our field trips, private events, and camps, participants can fly a highly advanced drone over the lake, to take macro focused shots using digital cameras, and to shoot breathtaking panoramic photos on the shores. Enjoy the provided photos and videos that were captured by children, students, kayakers, and hikers at Paradise Lake.
- Events –
 - Private: The Academy Mortgage Group from Provo, Utah, visited Paradise on a philanthropic mission that included the construction of a home for a Camp Fire Survivor. Part of the recreation associated with the trip was contracted to PRPD in the form of a Twilight Paddle and Astronomy Tour. Fifty (50) participants from across the United States visited the Lake at dusk to enjoy a kayak tour of the lake before enjoying a catered meal from Meehos and a star tour by the Chico Observatory.
 - Public: This format was so popular that staff brought the opportunity to the public and hosted two “Astronomy at the Lake” events for a total of 75 participants. PRPD is excited to be bringing this back to the Ridge in 2022 with a series of Astronomy at the Lake experiences in the Summer and Fall months.
- Rentals – although used for programs, the District acquired kayaks and a container for storage at the lake and offered them for public rental.

C. Volunteer Program

- **Total hours to date:** 1,392
- **Participants** – included Mendocino On Call wildland firefighters, AmeriCorps (VROC), Community members, Ridge Rangers.
- Volunteer efforts include efforts to:
 - Reduce fuels, remove invasive plants, and complete general landscaping around the main picnic area and lake house.
 - Assist staff with high priority tasks at Paradise Lake and obtain knowledge about the lake, fire mitigation, thinning and pruning, wildlife, and the use of common hand tools.
 - Assist with events such as polar paddle fest, kids fishing day, and astronomy on the lake.
 - There are special one-time project(s) that require a small group of volunteers. Currently, mile markers are going to be re-done with the assistance of a volunteer who has taken stewardship of the lake.
 - The program encourages community members to take stewardship of their parks and green spaces to promote awareness and respect for the natural environment.

2) Reservations

- Several weddings, parties, and private wine tastings have been held this year at the gazebo and group picnic areas. We may want to look into consolidating pricing to match our other parks/facilities.

D. Maintenance

We've had our challenges, but with the Help of PID's Bill Taylor & Clint Stanley making themselves available for questions and sharing of their knowledge of the lake and the maintenance of its Facilities, has made the transition from PID to PRPD nearly seamless.

We had to hire extra staff, one to clean and close the gates Monday thru Friday and two for the weekends, one from 6:30 am (opening gates) to 3:00 pm and one from 2;30 to closing @ sunset. A regular staff person opens the gates Monday thru Friday by 7:00 am.

The buoys around the dam have been in use since the mid-eighties they are made of a 12" w x 18" L 3/16 metal pipe that have decayed to the point of replacement. The old ones were extremely awkward, heavy and dangers to remove, as water recedes in the summer, and re-install as the lake rises in the winter. The new Barrier Floats are ¼ the weight which will make handling them much safer and easier and maintenance free (up to 15+ years).

Staff completed plans to add gravel at the boat ramps to take advantage of the low water, early rains delayed those efforts, which should be completed in 2021.

E. Outreach

- Many patrons to the Lake have expressed their gratitude for PRPD's efforts of keeping the lakes amenities clean and safe, as in the walking trail around the lake (that had almost overgrown when we took over) parking areas, picnic sites and porta potties.
- Rediscover the Ridge campaign – Aimed towards non-locals, this video marketing campaign is a partnership between Paradise Rotary Foundation, Rebuild Paradise, and Paradise Recreation and Parks District, funded through the North Valley Community Foundation at the tune of \$100,000. A special video piece highlighting Paradise Lake was commissioned through Watershed Media and can be viewed here : [Rediscover the Ridge Paradise Lake Marketing Video](#)
- Electronic sign, Facebook for passes and astronomy, new flyer for rules in progress
- We have observed generally positive feedback from the public on the operations and potential for additional programs at the lake. Several customers have even complimented the new parking pass hangers and acknowledge the importance of provided additional funds for future improvements and up-keep of the lake.
- Staff have received numerous positive compliments and support for the decision of PID to allow PRPD management of the lake.

F. Project Development

- The trail system funded by the Rural Trails and Greenways Grant Program (RTGGP) grant will provide linkages to the existing Paradise Lake trails. Staff don't anticipate a reduction in revenue from parking pass fees will result. Instead it's believed that increased visitation

to the lake via the new trail system may bring greater awareness about the lake which may increase visitors and recreational use at the lake.

- Staff will look toward other funding areas that may aid with improvement at the lake.

IV. Expenses and Revenue

Attached Profit & Loss as of June 1, 2020, to December 31, 2021

- Total revenue for the period: \$67,167
 - Lake Annual Passes \$10,588.
 - Daily Usage of Boating \$5,914.
 - Daily Usage of Parking \$10,977.
- Highest expense is Payroll Expenses: \$99,905.

V. Upcoming

- Any substantial changes to the recreational use area on USFS lands will require staff to make the request as part of the annual operations plan submitted to the USFS as required to maintain the Special Use Permit.
- Fuel management will continue to be a priority (in the following order) in developed areas, along the trails, and in areas near neighboring infrastructure.
- We will do some improvements and implement kayak rental opportunities for the public, this may be restricted to “pre-registration” as the program kicks off.
- Staff will be completing improvements to the house and water system. We anticipate using the facility for rentals, wedding venues, and programing uses.
- Staff have completed some initial planning for adding gravel to the boat ramps, a walkway to the water from the rental area, and a potential floating dock.
- Cross Country Running: Have existing program do some races at lake in the fall.
- Beginning Fishing class: Youth fishing instruction and supervision spring/summer.
- Traditional Fishing Derby: Date is Saturday, April 17 from 7:00am to 2:00pm.
- Fish plants:
 - PRPD will receive an allotment of 7,000 pounds of trout in 2022 from the CA Department of Fish and Wildlife. The first plant of 3,500 pounds is scheduled to arrive April 14th. We will schedule the second 3,500-pound delivery sometime in May to avoid potentially high-water temperatures in June.
 - PRPD has also applied for a \$5,000.00 grant with the Butte County Fish and Game Commission to purchase fish for the lake. That grant money would be for fiscal year 2021-2022. We already have secured \$3,000.00 in grant money for this fiscal year.
- We anticipate examining staffing of maintenance at the lake and recreation staff (and ambassadors and volunteer needs carefully at the lake in the next FY.
- We may have some days for a welcome volunteer or staff to aid with parking envelop compliance and providing reminders on cars not displaying permits. We would like to work on voluntary efforts first, but if compliance does not continue, we will implement ticketing.



Figure 1. 2020 Virtual Fishing Derby Photo Entry



Figure 2. 2020 Virtual Fishing Derby



Figure 3. Team PRPD running 2021 Kids Fishing Day



Figure 4. Successful fisherpersons 2021 Kids Fishing Day



Figure 5. Group shot of 2021 Camp Courage at Paradise Lake



Figure 6. 2021 Camp Courage participants on the lake



Figure 7. Academy Mortgage paddling on the lake



Figure 8. Academy Mortgage teambuilding exercise



Figure 9. Ridgeview Rangers volunteering at the lake



Figure 10. Ridgeview Ranger cleaning up debris



Figure 11. Volunteers clearing invasives



Figure 12. Americorps crew broom busting at the lake



Figure 13. Old Steel Pipe Buoy.



Figure 14. Refurbished pipe buoy.



Figure 15. New Plastic Buoy

Attachments:

- A) Profit and Loss (June to December 2020)
- B) Profit and Loss (June 2020 to December 2021)

<https://paradisepd.sharepoint.com/sites/ParksPlanning/Shared Documents/Paradise.Lake/7.Reports/PaLa.Operations.Report.Annual.22.0505.docx>

/District Report**Meeting Date: May 11, 2022**

DATE: 4/29/2022
 TO: PRPD Board of Directors (BOD)
 FROM: Dan Efseaff, District Manager
 SUBJECT: Monthly District Report

Monthly Report**1. Updates**

- a. Welcome To Paradise Sign - The Paradise Welcome sign is nearly filled. As of 4/29/2022 all the squares have been purchased and medallions are in the process of being made and should be up by 5/6/2022 (**Figures 1 & 2**). Maintenance staff have also been at the site making sure the weeds and grass are cut and the area looks clean (**Figure 3**).
- b. Moore Road Park Horse Arena Project – Construction for repair of facilities lost during the Camp Fire are now complete at the Moore Road Park Horse Arena (**Figure 4**). The Paradise Horseman’s Association contributed funds toward the project while the rest was funded through FEMA/CalOES.

2. Administrative and Visitor Services

- a. Front Office – Mattie Auteri has been brought on to the Paradise Recreation Team to help out in the front office. Online Registration opportunities are being tested.

3. Finance

- a. Routine Reports – Balance Sheet (Attachment A), Year to Date (YTD) Profit & Loss Budget vs. Actual (Attachment B), Monthly Profit & Loss (Attachment C), Investment and Reserve (Attachment D), and Recovery Project for the Fiscal Year (Attachment E)
- b. Impact Fees - For the month of April, the District received a total of \$15,616.60 in impact fees.
- c. Investments –
 - i. Five Star Bank Interest deposits: Investment Money Market = \$11,586.04 and Grant Money Market = \$78.75.

4. Parks

- a. Pet Memorial - The Pet Memorial reveal on April 24th was well attended. I want to acknowledge our PRPD crew leader Theresa Casaulong for all the hard work that was put into making this event a success (**Figures 5 & 6**).
- b. Gold Nugget Graft Fair - This year’s turnout was one of the largest I’ve seen in years including pre-Camp Fire (**Figures 7 & 8**). The event went on without a hiccup. To have an event this large go on as smooth as it did takes a team of people. Jeff Dailey our Recreation Supervisor starts the scheduling over a year in advance, working with our front office staff, Sunny Quigley & Lorrennis Leeds. Lori McCoslin Recreation Coordinator plays a huge part on the day of the event making sure all the vendors find their designated assigned spots and adding a fun, festive face to represent PRPD. Last but not least, our PRPD maintenance staff put in a lot of hours making sure the Terry Ash Recreation Center looked spectacular. Dave Ricca is the lead landscaper at the TARC. THANKS TO ALL OF YOU, for your dedication to Paradise. The love of our Town shows in your work.
- c. PRPD Pool - We have repainted the pool gutters and pool deck depth signs (**Figures 9 & 10**). We have also added two new elevated lifeguard chairs (**Figure 11**). There was a delay on receiving the special epoxy paint required for the gutters, which unfortunately has forced a one-week delay on the scheduled opening day.
- d. Tree Clean-up - Consulted with the Butte County Resource Conservation District and Butte Fire Safe Council to conduct hazard and fuel tree removal on Coutolenc and Lakeridge properties. If they move forward, the projects will bring approximately \$260,000 at Coutolenc and \$30,000 at Lakeridge in hazard tree and fuel removal.
- e. Special presentation - PRPD would like to acknowledge Eagle Scout Trenten H. Dewell for the great job that was done on rebuilding our Sign Kiosk at Noble Park. PRPD is very Proud to be part of the Eagle Scout program and honored to have Trenten chose PRPD for his Eagle Scout Rank Project.

5. Programs

- a. Gold Nugget Craft Fair – The 43rd annual GNCF that took place at the Terry Ashe Recreation Center on April 23rd and 24th was a huge success. Vendors and patrons were pleased that the fair went back to a two-day format as opposed to the one-day event last year. Thousands of people came out to support the 68 craft and 9 food vendors (**Figures 7 & 8**). The return of the parade down the Skyway was a bonus and helped to make the weekend a positive community event.
- b. Nature and Forest Therapy – Over the last several months PRPD has helped to administer a Forest Therapy program grant with Chico State Enterprises. Twelve certified guides were hired by PRPD to perform forest walks and other nature therapy that was scheduled through the program. For this service PRPD received 20% overhead on all hours worked as well as parking fees when walks took place at Paradise Lake.
- c. Kid's Fishing Day – Preparations for the Paradise Lake Kid's Fishing Day began last year with a grant application to purchase fish through the Butte County Fish and Game Commission. That grant along with an annual allotment of fish from the CA Department of Fish and Wildlife led to three fish plants leading up to the event on April 30. An outpouring of sponsorships allowed PRPD to give out awards throughout the event for raffles and largest fish contests. Hotdogs were barbecued on both sides of the lake. Most importantly the fish were biting during the day, and the largest fish came in at 21 inches. (**Figures 12-14**)

6. Outreach and Development

- a. Presentations – District Manager Efsseff made several presentations regarding the District's response and innovative approaches following the Camp Fire.
 - i. CSUC Class Lecture – A presentation to an upper division recreation class on the response of PRPD following the Camp Fire, especially related to the wildfire risk reduction buffer/resiliency parks.
 - ii. UCLA presentation (5/2/2022) - A presentation associated with UCLA's Climate Change, Health and the Built Environment Discussion Series, Part 3: Preparing, Responding and Rebuilding.
 - iii. Governor's Office – Go Biz Team – A presentation on the recovery and role of the District in supporting long-term economic stability and opportunities to northern California representatives of this team (<https://business.ca.gov/about/go-biz-team/>).
- b. USFS Feather River Ranger District Public Outreach Meeting – Staff attended a public information/outreach meeting presented by the US Forest Service Plumas National Forest Feather River Ranger District. USFS staff presented updates on planning and projects and solicited public input regarding prioritization of projects.
- c. Paradise Irrigation District Presentation – In April, District Manager Efsseff presented to the PID Board of Directors to report on PRPD's management of recreation at Paradise Lake.
- d. Volunteer Program
 - i. Planting the ridge – Community tree planting April 23 & 24 at Bille Park and Moore Road Ball Park from 11am – 4pm. Originally planned for three days but cancelled 4/22/22 due to weather and nursery complications. Great turn out of volunteers that consisted of community members (Paradise, Magalia, Chico), Chico State Students, CCC/Magalia Fire Center, and workability. (**Figures 15-22**)
 - ii. Kids fishing day – Volunteers will be assisting at 2022 Kids fishing day. Expectations and Roles; Set up/take down, fishing knowledge & help (walk shoreline), reel set-up, photos, fish contest (white board/photos), litter pick up, concession booth.
 - iii. Thank you cards - NEW! (**Figure 23**)
 - iv. Crain Memorial Park – Sierra Nevada AmeriCorps Partnership (SNAP) and All hands and Hearts came out to Crain Memorial Park to participate in fire mitigation and forest health on 4/27/22 – 4/28/22 for two full workdays. Work consisted of cutting/piling dead burnt material, broom removal, and burn pile construction. SNAP is a new partnership that is interested in making Butte County a main headquarters to do work in California. This two-day activity was the first meeting to gather partners within the area to collaborate on work needed and hands available for Butte County. Partners interested and present were California volunteers (Director), CSU Chico, Butte Fire Safe Council, Sierra Nevada Alliance, and All Hands and Hearts. 52 volunteers total in two days, 75 burn piles constructed, over 60 ft. of broom removed, and the spark of great partnerships started! (**Figures 24-29**)
 - v. Workability – Staff is collaborating with Butte County Office of Education (Lynn Bakke, job developer) to have PRPD a worksite location for the youth development workforce. Workability is an individualized and supportive employment program dedicated to preparing people with disabilities for integrated and sustainable work opportunities. The volunteer program is a great steppingstone for youth interested in environmental stewardship and/or recreation to obtain work experience within their local community. As of right now, two

students have selected PRPD as their worksite and have come out to help with planting the ridge project. **(Figures 30 & 31).**

- vi. Paradise Lake-
- a. Lake sign project - Mile marker distance surveyed, mile markers ordered (**Figure 32**), wood post are pressure treated, and volunteer/staff are ready to install upon arrival.
Quantity: 20 mile markers. **Marker Plaque Size:** All markers 3.5in x 5in. **Post size** 3 ft. Tall.
 - b. All Hands and hearts update – Agreement approved. Crew arrived this month, had set back from sickness. In the meantime, chipping has continued along the first 1.5 miles of lake.
- vii. Total number of Volunteer Hours to Date (VHD) – 3,131.86 Last report of VHD – 2,703.86
- Paradise Lake: 1,392.26
 - Bille: 477.75
 - Noble: 73
 - Lakeridge: 72
 - Crain Memorial Park: 637.1
 - Terry Ashe Recreation Center: 290.5
 - Aquatic Park: 30
 - Moore Road Ball Park: 93.25
 - Coutolenc: 41.5
 - Centerville: 24.5

7. Projects and Project Development

- a. California ReLEAF Grant – The California ReLEAF grant awarded to the District in 2021 has paid for maintenance costs and materials to install irrigation at Bille Park and Moore Road Park. These grant funds also paid for the purchase of trees and shrubs that were planted at the two park sites over a two-day work party on April 23 and 24th (**Figures 12-20**). Volunteer Coordinator Sophia Munoz-Oliverez galvanized an energetic volunteer group who showed up ready to dig holes, plant trees, stake, and water during the two-day event. Additional planting days are planned for Fall 2022.
- b. Natural Heritage Preservation Tax Credit Program- The Natural Heritage Preservation Tax Credit Act provides state tax credits in an amount equal to 55% of the fair market value to private landowners who donate qualified land and/or water or water rights to a local government entity with the goal of protecting and conserving open space, agricultural lands, water, wildlife habitat, archaeological resources, and state and local parks. The WCB (Wildlife Conservation Board considers donor properties for approval of a tax credit through an application and review process. Applications are accepted on a year-round basis and must meet certain criteria. (Attachment F).
- c. Magalia Paradise Lake Loop Trail – quarterly highlights include:
 - Developing baseline maps, Processing of LiDAR layers onto electronic map with ownership, roads, and landmarks. Continued reconnaissance of trail inventory.
 - Received a grant (\$50,000) to provide supplemental funding North Valley Community Foundation (NVCF)/Butte Strong Fund for environmental compliance and potentially bridge consultation and materials for the trail system.
 - Interviewed and hired part-time staff member that will be the lead on the trails construction project.
 - Reached out to some groups not already plugged into the previous planning efforts and potential partners.
 - Initiated contact with a graphic artist on the potential interest in developing signage for the project. Designed and ordered waypoint signs for the portion along Paradise Lake.
 - Consulted with BLM, Butte County, USFS, and the Paradise Irrigation District (PID) with field visits. We secured the permit for the USFS property at Paradise Lake.
 - Developing outreach materials with the National Park Service to develop a planning and outreach process for the trail system, which will be piggy backed onto a regional trail planning process.

8. Upcoming

- a. FY 2022-2023 Budget – Based on input from the Finance Committee and staff refinement of budget estimates, the budget hearing will be moved to a special meeting scheduled for later this month. This will allow for a more complete consideration of the budget. The revised budget (Attachment G) indicates a need to tap into reserves of less than \$200K (originally, staff projected a \$943K deficit).
- b. BOD action items – Staff members are working on a number of items that will come up in the next few months including construction and rebuild related contracts and benefit policies.

Photographs



Figure 1. New Welcome to Paradise sign at Skyway



Figure 2. Welcome to Paradise sign with organization panels attached



Figure 3. View of sign area after weed/grass trimming



Figure 4. Horse Arena after construction completed



Figure 5. Park Supervisor Cobb with the memorial creator



Figure 6. Gina Schaeffer (memorial fundraiser) with PASH Board Members



Figure 7. Craft and food vendors at the Gold Nugget Craft Fair reported to do very well throughout the weekend



Figure 8. Crowds gathering at the Gold Nugget Craft Fair on Saturday, April 23



Figure 9. Maintenance staff painting at the pool



Figure 10. Repainted depth marking



Figure 11. New lifeguard chairs at the pool



Figure 12. Wildfire Ready Raccoon stopped by the 2022 Kids Fishing Day



Figure 13. An attendee of Kids Fishing day showing off his big catch



Figure 14. The PRPD booth at the Kids Fishing Day housed lots of raffle prizes and program information

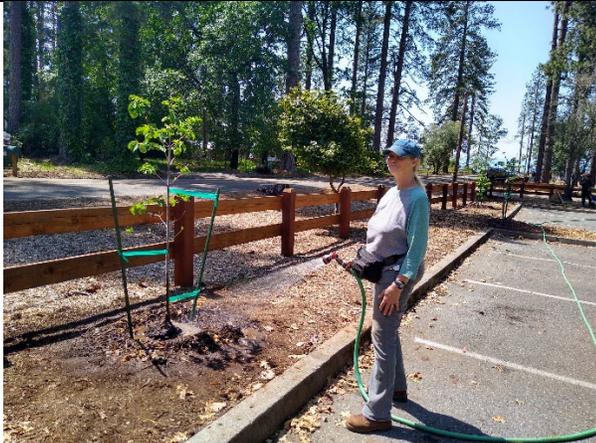


Figure 15. Volunteer watering new tree



Figure 16. Volunteers taking a break to admire their work



Figure 17. Volunteer with tree



Figure 18. Volunteer Coordinator sharing planting tips with young volunteers



Figure 19. Planting some big trees



Figure 20. Volunteers hard at work at Moore Road Dog Park.



Figure 21. Seed Swag! Volunteers built their own biodegradable take home pots with the options of yarrow or poppies. Care guide & education information were available for take home as well.



Figure 22. CCC members stepping in with Pulaski to help others remove root.



Figure 23. Front of new thank you cards.



Figure 24. Morning briefing.



Figure 25. Surprise visit from a local salamander volunteers looked at identifying species and removing from work area.



Figure 26. Hard at work cutting and piling.



Figure 27. Broom Busting!



Figure 28. The BIG one! Volunteers with great energy and positive attitudes. All volunteers were ready, eager, and understanding to do work for the community of Concow.



Figure 29. Completed work area consisting of burn piles. Will burn when conditions are favorable.



Figure 30. Hayden Turenne, helping water planting.



Figure 31. Jack Lemire tree planting with CCC members.

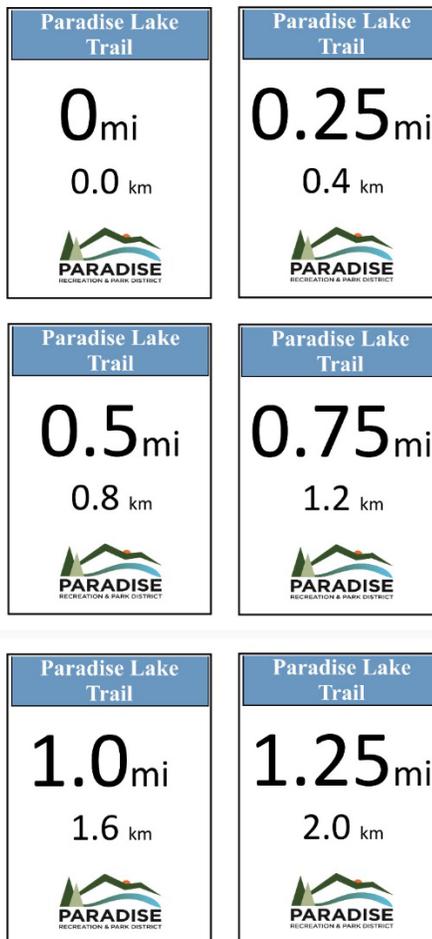


Figure 32. Paradise Lake mile marker example.

Attachments:

- A. Balance Sheet
- B. YTD Profit & Loss Budget vs. Actual
- C. Monthly Profit & Loss
- D. Investment and Reserve
- E. Recovery Project for the Fiscal Year
- F. Natural Heritage Preservation Tax Credit Program Draft Memo
- G. Revised FY 2022-23 Budget

https://paradisepprd-my.sharepoint.com/personal/defseaff_paradisepprd_com/Documents/Dan_OneDrive/Templates/BOD_2017_District_Report_Template_17_0905.docx
5/5/2022