



**Paradise Recreation and Park District
Board of Directors - Regular Meeting**
Terry Ashe Recreation Center, Room C
Wednesday, April 8, 2020, 6:00 pm

Special Notice:

Pursuant to California Governor Gavin Newsom’s Executive Order N-29-20 issued on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic, the Paradise Recreation and Park District will be closing the April 8, 2020 Board of Directors Meeting to members of the public and non-essential District staff.

The public may listen to this meeting via telephone. The public may submit comments prior to the meeting via email to ccampbell@paradisepprd.com before 1:00 p.m. on Wednesday, April 8, 2020 and they will be read into the record.

To access the live meeting, please dial-in using your phone to any of the following numbers: United States: +1 605-562-0400; United States: +1 425-436-6260; or United States: +1 712-832-8330. Use code: 7320663

#####

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: None
- 1.4. Special Presentations: None

2. PUBLIC COMMENT

3. CONSENT AGENDA

- 3.1. Board Minutes:
 - A. Regular Meeting Minutes of March 11, 2020
 - B. Special Meeting Minutes of March 26, 2020
- 3.2. Correspondence: None
- 3.3. Payment of Bills/Disbursements (Warrants and Checks Report)
Check #050812 to and including #050924 in the total amount of \$142,535.45 including refunds and/or void checks reported.
- 3.4. Information Items (Acceptance only):
 - A. Correspondence dated March 7, 2020 from the Butte County Fish & Game Commission to Recreation Supervisor Jeff Dailey awarding the District grant funds for the 2021 Children’s Fishing Derby.

4. COMMITTEE REPORTS - NONE

5. REPORT

- 5.1. District Report
- 5.2 Board Liaison Reports (Oral Reports)

6. CLOSED SESSION - NONE

7. OLD BUSINESS

- 7.1. Paradise Irrigation District Paradise Lake Agreement – The PRPD Board of Directors will consider approving the Paradise Irrigation District [PID] lease agreement between PID and PRPD for use of the Paradise Lake for recreation and recreational programming under a special use permit.

Recommendation: Approve agreement as presented and authorize the District Manager to sign the agreement on behalf of the District.

8. NEW BUSINESS

- 8.1. LAFCO Extraterritorial Extension Request for Paradise Lake - Upon approval of the Paradise Irrigation District lease agreement between PID and PRPD for use of the Paradise Lake for recreation and recreational programming staff recommends the PRPD Board of Directors authorize the Board Chairperson to sign a letter requesting LAFCO approve an Extraterritorial Service Extension for Paradise Lake operations.

Recommendation: Authorize the Board Chairperson to sign the letter to LAFCO requesting an Extraterritorial Service Extension for Paradise Lake operations.

- 8.2. LAFCO 2020 Election Ballot – The PRPD Board of Directors will consider voting for one nominee listed on the ballot or choose to vote for a write-in candidate. Deadline to submit ballot is April 30, 2020

Recommendation: Vote for one nominee listed on the ballot; choose a write-in candidate; or decline to submit a nomination.

- 8.3. Resolution 20-04-1-478 CARPD Nomination – Al McGreehan – Staff recommends the PRPD Board of Directors approve and adopt this resolution nominating Al McGreehan as a candidate to serve a two-year term as the Chief Financial Officer of the California Association of Recreation and Park Districts [CARPD] Board of Directors.

Recommendation: Approve as presented.

- 8.4. Resolution 20-04-2-479 FEMA Community Disaster Loan – (1) Authorize the District Manager to enter into the FEMA Community Disaster Loan program; and (2) approve collateral agreement to ensure the District's ability to provide continuity of service and operations thereby ensuring financial recovery of the District.

Recommendation: Approve as presented

9 BOARD COMMENT

8 ADJOURNMENT

Adjourn to the next regular meeting on May 13, 2020 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@paradisepdpd.com at least 48 hours in advance of the meeting.

004683

Paradise Recreation and Park District
Board of Directors Regular Meeting
 Terry Ashe Recreation Center, Room B
 March 11, 2020

MINUTES

The regular meeting of the Paradise Recreation and Park District Board of Directors was called to order by Board Chairperson Al McGreehan at 6:00 p.m.

1. CALL TO ORDER:

1.1 PLEDGE OF ALLEGIANCE:

Chairperson McGreehan led the Pledge of Allegiance.

1.2 ROLL CALL:

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

ABSENT: Secretary Julie Van Roekel, excused absence.

PRPD STAFF:

Assistant District Manager Kristi Sweeney, District Accountant Catherine Merrifield, Recreation Supervisor Jeff Dailey, Recreation Coordinator Lori McCoslin, Paradise Pool Manager Trish Colwell, Sophia Munoz-Oliveres, Outreach Volunteer, and Administrative Assistant II & Management Colleen Campbell.

1.3 WELCOME GUESTS:

Dave Willoughby, and John Stonebraker, Upper Ridge Community Council; Arlinda Black, Paradise Piranhas, and Brandy Rice-Scharf, former Recreation Leader III.

1.4 SPECIAL PRESENTATIONS:

Recognize Brandy Rice-Scharf, Recreation Leader III, on her retirement from the District after 17 years of service.

Chairperson McGreehan presented Ms. Rice-Scharf with a resolution recognizing her 17 years of service to the District along with an appreciation plaque.

The Board and staff members commended and thanked Ms. Rice-Scharf for her years of service with a round of applause.

2. PUBLIC COMMENT:

Chairperson McGreehan asked if there was anyone in the audience who would like to address the Board of Directors on items not on the agenda. Mr. Dave Willoughby of the Upper Ridge Community Council asked to be heard by the Board. The Board concurred and welcomed Mr. Willoughby to the floor.

004684

Mr. Willoughby presented the Board with a copy of a letter sent by the Upper Ridge Community Council to Butte Local Agency Formation Commission [LAFCO] requesting LAFCO initiate a Municipal Service Review and Sphere of Influence update for the Paradise Recreation and Park District.

Mr. Willoughby voiced his concerns on the Lakeridge project. The Board had open dialog with Mr. Willoughby concerning the project and concurred it would be beneficial to agendize this item for a future Board meeting for additional discussion.

Chairperson McGreehan asked if there were any additional comments from the audience. Seeing and hearing none. The Board thanked Mr. Willoughby for his comments.

Seeing and hearing no further Public Comment, Chairperson McGreehan directed the Board to the Consent Agenda and asked if the Board desired to have any items removed and heard separately.

3. CONSENT AGENDA

3.1 Board Minutes:

a. Regular Meeting of February 12, 2020

3.2 Correspondence: None

3.3 Payment of Bills/Disbursements (Warrants and Checks Report) – Payroll Checks and Payables Checks #050724 to and including #050809 in the total amount of \$117,190.56 including reported refunds and void checks.

3.4 Removal of Controllable Assets from District Inventory.

3.5 Information Items (Acceptance Only):

a. Draft Safety Committee Meeting Minutes for February 27, 2020

Director Rodowick requested that item 3.5a – Draft Safety Committee Meeting Minutes for February 27, 2020 be removed and heard separately.

The Board concurred and Chairperson McGreehan asked if anyone in the audience would like to comment on this agenda item. Seeing and hearing none, Chairperson McGreehan stated he would entertain a motion from the Board on the remaining Consent agenda items.

MOTION:

Director Bellefeuille moved to approve the remaining items on the Consent agenda as presented. The motion was seconded by Vice Chairperson Anderson and carried with 4 ayes and 1 absent.

AYES: McGreehan, Anderson, Rodowick and Bellefeuille

NOES: None

ABSTENTIONS: None

ABSENT: Van Roekel

004685

Chairperson McGreehan directed the Board's attention to Consent Agenda item 3.5a – Draft Safety Committee Meeting Minutes for February 27, 2020 and asked Director Rodowick to comment.

Director Rodowick asked for clarification on an open workers compensation claim from 2011. Assistant District Manager Sweeney stated it was for a back injury that occurred at the District Maintenance Shop.

Chairperson McGreehan asked if anyone in the audience would like to comment on this agenda item. Seeing and hearing none, Chairperson McGreehan stated he would entertain a motion from the Board.

MOTION:

Director Rodowick moved to approve Consent Agenda item 3.5a – Draft Safety Committee Meeting Minutes for February 27, 2020 as presented. The motion was seconded by Vice Chairperson Anderson and carried with 4 ayes and 1 absent.

AYES: McGreehan, Anderson, Rodowick and Bellefeuille

NOES: None

ABSTENTIONS: None

ABSENT: Van Roekel

4. COMMITTEE REPORTS: None

To accommodate guests in the audience, the Board concurred to hear Old Business 7.1 at this time.

7. OLD BUSINESS:

- 7.1 Paradise Piranhas Swim Team Report and 2020-2021 Agreement – A representative for the Paradise Piranhas Swim Team will provide an oral report supplementing the written 2019 financial report and season update submitted to the PRPD Board of Directors as indicated in Section J of the Agreement. The PRPD Board of Directors will consider the approval of the 2020-2021 Agreement as presented.**

The Board welcomed Paradise Piranhas Swim Team President Arlinda Black and Paradise Recreation and Park District Pool Manager and High School Swim Coach Trish Colwell to the floor.

Ms. Black provided a brief oral summary of the written report presented to the Board. She stated the Piranhas Board approved the recommended changes to the Agreement and thanked the Board for their support. The Board complimented Ms. Black on the detailed income and expense report.

The Board had open dialog with Ms. Black and Ms. Colwell concerning the need to promote the swim team program. The Board offered assistance to the Piranhas by marketing the program on the District's website, providing booth space at the Gold Nugget Craft Faire, providing advertising on the District's electronic sign and activity guide, and distributing flyers at District programming such as the upcoming Children's Fishing Derby at Aquatic Park.

Chairperson McGreehan asked the audience if there were any additional public comment on this agenda item. Seeing and hearing none. Chairperson McGreehan brought the item back to the Board and stated he would entertain a motion.

00468b

MOTION:

Director Bellefeuille moved to approve the 2020-2021 Piranhas Swim Team Agreement as presented and authorize the District Manager to sign the Agreement on behalf of the District. The motion was seconded by Director Rodowick and carried with 4 ayes and 1 absent.

AYES: McGreehan, Anderson, Rodowick and Bellefeuille

NOES: None

ABSTENTIONS: None

ABSENT: Van Roekel

5. REPORTS**5.1 District Report.**

Assistant District Manager Sweeney provided a brief oral report on the following:

Paradise Lake Agreement - Staff anticipates the Paradise Irrigation District will consider the agreement for PRPD to provide recreation services at their March meeting.

Recruitment – Staff is advertising for an Administrative Assistant applicant pool to provide additional office support to meet the needs of the District. The District also recruited for the Healing Through Nature Program funding through Butte Strong Foundation. District staff is reviewing the 128 applications received and will make a determination in the near future. This position may also assist the District in marketing, social media, events, and recreation programs.

District Accountant Merrifield provided a brief summary of the financial reports. The Board had open discussion with staff concerning corrections made to the fixed asset inventory, balance sheet, and CIP project list.

In the absence of Park Supervisor Cobb, Assistant District Manager Sweeney summarized the Maintenance and Operation report highlighting the completion of the LED lighting installation at the Terry Ashe Recreation Center which should reflect on a lower electric bill, and the completed renovations at the Moore Road Ballfield.

Recreation Supervisor Jeff Dailey reported the following:

Easter Egg Hunt – Scheduled for 10:00 a.m. Saturday, April 4th at the Terry Ashe Recreation Center.

Gold Nugget Craft Faire – The 42nd annual Faire is scheduled for April 25th and 26th. Currently the District has 34 preregistered vendors participating in the event.

Kids Fishing Derby – Scheduled for 9:00 a.m. Saturday, May 2nd at the Aquatic Park. The District has an allotment of 250 pounds of trout that will be delivered by the California Department of Fish and Game.

004687

Paradise Stronger – This is a new class with instructor Aaron Singer. This fitness class is a whole-body workout that uses elastic resistance bands and your own body weight. The classes began February 15th and are held at 9:00 a.m. on Saturdays at the Terry Ashe Recreation Center.

Pickleball – Began February 25th with three courts at the Terry Ashe Recreation Center and will continue Tuesday and Thursday mornings, weather permitting. The District is also offering this program at the Pine Ridge Gym in Magalia beginning Sunday, March 8th.

Baseball – The Paradise High School baseball team has been taking advantage of the nice weather and utilizing the newly upgraded Moore Road Ball Field for after-school practice Mondays through Fridays. Paradise Little League also has a couple of teams practicing on the field.

The Board recommended Recreation Supervisor Dailey include monthly updates of all District sponsored programming and events offered in the Upper Ridge area.

Assistant District Manager Sweeney briefly summarized the status of the Strategic Growth Council Climate Change Research Program Grant, National Fish and Wildlife Federation Grant, Benefit-Cost Analysis Study, and the Statewide Park Development Grant.

5.2 Board Liaison Reports

- Director Rodowick reported he attended the Town Council meeting concerning drafting a flavored tobacco ordinance.
- Chairperson McGreehan reported he recently attended a LAFCO meeting where attendance was sparse. He also reported he will be attending a CARPD quarterly meeting and requested this be added to the April agenda under Board Liaison Reports.

6. CLOSED SESSION: None

7. OLD BUSINESS:

- 7.2 **Resolution #20-03-1-476 CalTRUST Account** – The PRPD Board of Directors will (1) approve and adopt the resolution authorizing the opening of an account at CalTRUST as presented; and (2) authorize the District Manager to sign the Program Registration form and Participation Agreement on behalf of the District.

The Board had a brief discussion with staff concerning establishing this interest-bearing account.

Chairperson McGreehan asked the audience if they wished to comment on this agenda item. Seeing and hearing none, Chairperson McGreehan brought the item back to the Board and stated he would entertain a motion.

MOTION:

Director Rodowick moved to approve Resolution #20-03-1-476 as presented and authorized the District Manager to sign the Program Registration form and Participation Agreement on behalf of the District. The motion was seconded by Director Bellefeuille and carried with 4 ayes and 1 absent.

004688

ROLL CALL VOTE:

Chairperson McGreehan, aye; Vice Chairperson Anderson, aye; Secretary Van Roekel, absent; Director Rodowick, aye; and Director Bellefeuille, aye.

8. NEW BUSINESS: None

9. BOARD COMMENT:

Steve Rodowick commented that he should be back home in Paradise for the April Board meeting.

Mary Bellefeuille said she will be attending the March Paradise Community Alliance meeting.

10. ADJOURNMENT:

Seeing no further business, the regular meeting of the Paradise Recreation and Park District Board of Directors was adjourned at 7:37 p.m. by Chairperson McGreehan until the next regular Board meeting scheduled on April 8, 2020 at 6:00 p.m. in Conference Room B, at the Terry Ashe Recreation Center,(6626 Skyway, Paradise, California).

Al McGreehan, Chairperson

Julie Van Roekel, Secretary

004689

Paradise Recreation and Park District
Board of Directors Special Meeting
Terry Ashe Recreation Center, Room B
March 26, 2020

MINUTES

Pursuant to California Governor Gavin Newsom’s Executive Order N-29-20 issued on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic, the Paradise Recreation and Park District closed the Board of Directors meeting to members of the public and non-essential District staff.

The public may listen to this meeting via telephone. The public may submit comments prior to the meeting via email to ccampbell@paradisepspd.com before 1:00 p.m. on Thursday, March 26, 2020 and they will be read into the record.

To access the live meeting, please dial-in using your phone to any of the following numbers: United States: +1 605-562-0400; United States: +1 425-436-6260; or United States: +1 712-832-8330. Use code: 7320663

#####

The regular meeting of the Paradise Recreation and Park District Board of Directors was called to order by Director Steve Rodowick at 4:03 p.m.

The Board recognized the arrival of Chairperson Al McGreehan at 4:04 p.m. and Director Rodowick turned the meeting over to Chairperson McGreehan.

1. CALL TO ORDER:

1.1 PLEDGE OF ALLEGIANCE:

Chairperson McGreehan led the Pledge of Allegiance.

1.2 ROLL CALL:

Present: Chairperson Al McGreehan, and Director Steve Rodowick

Present via tele-conference: Secretary Julie Van Roekel and Director Mary Bellefeuille

ABSENT: Vice Chairperson Robert Anderson.

PRPD STAFF:

Present: District Manager Dan Efseaff and Administrative Assistant II & Management
Colleen Campbell

Present via tele-conference: Assistant District Manager Kristi Sweeney

Chairperson McGreehan asked if staff received any public comments via email by the deadline of 1:00 p.m. on March 26, 2020. Staff reported none were received.

2. NEW BUSINESS:

- 2.1 Resolution #20-03-2-477 COVID-19 – The PRPD Board of Directors will approve and adopt the resolution declaring a local state of emergency and authorize related emergency procedures in response to the COVID-19 pandemic.**

MOTION:

Director Rodowick moved to approve Resolution #20-03-2-477 as presented declaring a local state of emergency and authorize related emergency procedures in response to the COVID-19 pandemic. The motion was seconded by Director Bellefeuille and carried with 4 ayes and 1 absent.

ROLL CALL VOTE:

Chairperson McGreehan, aye; Vice Chairperson Anderson, absent; Secretary Van Roekel, aye; Director Rodowick, aye; and Director Bellefeuille, aye.

3. BOARD COMMENT: None

4. ADJOURNMENT:

Seeing no further business, the special meeting of the Paradise Recreation and Park District Board of Directors was adjourned at 4:08 p.m. by Chairperson McGreehan until the next regular Board meeting scheduled on April 8, 2020 at 6:00 p.m. in Conference Room B, at the Terry Ashe Recreation Center, (6626 Skyway, Paradise, California).

Al McGreehan, Chairperson

Julie Van Roekel, Secretary

PARADISE RECREATION & PARK DISTRICT
COUNTY MONTHLY CHECK REGISTER

Fund 2510

March

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

050842-050863	3/11/2020		Payroll Summary	23,185.74	0.00	0.00	23,185.74	

050887-050910	3/25/2020		Payroll Summary	21,012.96	0.00	0.00	21,012.96	

050812	3/1/2020		VOYA INSTITUTIONAL TRUST CO	275.00			275.00	
050813	3/1/2020		VISION SERVICE PLAN	156.19			156.19	
050814	3/1/2020		PRINCIPAL LIFE INSURANCE CO	133.12			133.12	
050815	3/1/2020		ALL METALS SUPPLY		244.15		244.15	
050816	3/1/2020		ALHAMBRA		50.96		50.96	
050817	3/1/2020		CARPD		1,665.00		1,665.00	
050818	3/1/2020		LORI MCCOSLIN		250.00		250.00	
050819	3/1/2020		SQUYRES FIRE PROTECTION		551.05		551.05	
050820	3/1/2020		FGL ENVIRONMENTAL		53.00		53.00	
050821	3/1/2020		RENTAL GUYS CHICO		707.29		707.29	
050822	3/1/2020		VERIZON WIRELESS		120.15		120.15	
050823	3/1/2020		AT&T		592.73		592.73	
050824	3/1/2020		CALIFORNIA SPECIAL DISTRICT		1,311.20		1,311.20	G
050825	3/9/2020		ACH CALPERS	3,298.95			3,298.95	
050826	3/9/2020		ACH CALPERS	10,055.97			10,055.97	
050827	3/9/2020		THOMAS ACE HARDWARE		2,885.19		2,885.19	
050828	3/9/2020	Y	ALL METALS SUPPLY		0.00		0.00	A
050829	3/9/2020		INDUSTRIAL POWER PRODUCTS		66.75		66.75	
050830	3/9/2020		NORTH STATE GROCERY INC		122.08		122.08	
050831	3/9/2020		MAGIC ICE USA INC		23,640.00		23,640.00	B
050832	3/9/2020		SOPHIA MUNOZ-OLIVEREZ		28.75		28.75	C
050833	3/9/2020		CA DMV		20.00		20.00	
050834	3/9/2020		MARK COBB		25.00		25.00	C
050835	3/9/2020		OFFICE DEPOT		59.69		59.69	
050836	3/9/2020		CHICO NEWS & REVIEW		305.00		305.00	
050837	3/9/2020		HERC RENTALS		1,007.97		1,007.97	
050838	3/9/2020		COMPUTERS PLUS		60.00		60.00	
050839	3/9/2020		RIEBES AUTO PARTS		22.81		22.81	
050840	3/9/2020		O'REILLY AUTO PARTS		23.66		23.66	
050841	3/9/2020		CARDMEMBER SERVICE		5,118.86		5,118.86	
050864	3/23/2020		ACH STATE PR TAX	687.52			687.52	
050865	3/23/2020		ACH FED PR TAX	5,976.30			5,976.30	
050866	3/23/2020		ACH CALPERS	3,546.03			3,546.03	
050867	3/23/2020		ACH CALPERS	1,691.24			1,691.24	
050868	3/20/2020		VOYA INSTITUTIONAL TRUST CO	275.00			275.00	
050869	3/20/2020		PREMIER ACCESS INSURANCE CC	1,002.34			1,002.34	
050870	3/20/2020		SUE OWEN		245.18		245.18	D
050871	3/20/2020		RHEANN COLWELL		441.91		441.91	E
050872	3/20/2020		KRISTAN COLWELL		23.85		23.85	E
050873	3/20/2020		PARADISE GEM & MINERAL CLUB		75.00		75.00	D
050874	3/20/2020		ANITA FREEMAN		522.00		522.00	D
050875	3/20/2020		BRENT WALTON		622.38		622.38	D
050876	3/20/2020		VERIZON WIRELESS		283.17		283.17	
050877	3/20/2020		NORTH STATE SCREENPRINTING		177.78		177.78	
050878	3/20/2020		JC NELSON SUPPLY CO		495.48		495.48	
050879	3/20/2020		VALLEY TRUCK & TRACTOR CO		1,025.69		1,025.69	
050880	3/20/2020		WILSON PRINTING & SIGNS		1,934.79		1,934.79	

050881	3/20/2020		STREAMLINE		400.00		400.00
050882	3/20/2020		NORTHSTATE AGGREGATE INC		466.57		466.57
050883	3/20/2020		NORTHERN RECYCLING & WASTE		1,134.87		1,134.87
050884	3/20/2020		ACME TOILET RENTALS LLC		457.29		457.29
050885	3/20/2020		LORI MCCOSLIN		40.00		40.00
050886	3/20/2020		TIAA COMMERCIAL FINANCE INC		204.29		204.29
050911	3/25/2020		ACH STATE PR TAX	607.91			607.91
050912	3/25/2020		ACH FED PR TAX	5,329.84			5,329.84
050913	3/25/2020		VISION SERVICE PLAN	156.19			156.19
050914	3/25/2020		PRINCIPAL LIFE INSURANCE CO	133.12			133.12
050915	3/25/2020		VOYA INSTITUTIONAL TRUST CO	275.00			275.00
050916	3/25/2020		INDUSTRIAL POWER PRODUCTS		440.74		440.74
050917	3/25/2020		PG&E		2,878.27		2,878.27
050918	3/25/2020		DEPARTMENT OF JUSTICE		96.00		96.00
050919	3/25/2020		CAPRI		11,418.00		11,418.00
050920	3/25/2020		ALHAMBRA		92.85		92.85
050921	3/25/2020		CHICO RENT A FENCE		216.00		216.00
050922	3/25/2020		CARTER LAW OFFICES		1,012.50		1,012.50
050923	3/25/2020		O'REILLY AUTO PARTS		49.07		49.07
050924	3/25/2020		PARADISE IRRIGATION DISTRICT		1,052.06		1,052.06

TOTALS				33,599.72	64,737.03	0.00	98,336.75
---------------	--	--	--	------------------	------------------	-------------	------------------

GRAND TOTALS				77,798.42	64,737.03	0.00	142,535.45
---------------------	--	--	--	------------------	------------------	-------------	-------------------

Notes:

- A Voided because it was a duplicate payment.
- B Payment for damaged equipment from the Camp Fire.
- C Reimbursement
- D Refunds totaling : 1,464.56
- E Replacing payroll checks destroyed in Camp Fire.
- F Workers comp payment.
- F Payment to CSDA for Rick Wood's services



Butte County Fish & Game Commission

25 County Center Drive, Suite 200
Oroville, CA 95965
530-570-5474

Commission Members

Robert Post
Charles Kyle
Andy Wood
Howard Hamman
Chuck Giles
Caryn Maier, Secretary

March 7, 2020

Jeff Dailey
Paradise Recreation and Park District
6626 Skyway
Paradise, CA 95969

Dear Jeff,

Congratulations! The Paradise Recreation and Park District has received a grant from the Butte County Fish & Game Commission for fiscal year 2020-21 in the amount of \$1,000.00 for your "Paradise Children's Fishing Derby".

I have included a general claim form for you to itemize your expenses. All receipts must be dated between July 1, 2020 and June 30, 2021 and must be directly related to the project described in your grant application, specifically for the purchase of fish. A final report of the grant project including a final budget must be submitted with your claim.

In addition, I have included **two grant agreements** specific to your project. **Please sign and return both to me before April 1, 2020.**

Please mail your claim directly to Caryn Maier, Secretary, Butte County Fish & Game Commission, P.O. Box 2894, Paradise, CA 95967.

The Commission would like to welcome presentations from grantees at the April, July, and October meetings. Please contact me in advance if you wish to be placed on our agenda. If you have any questions you may contact me at 530-570-5474 or maierphoto@hotmail.com.

Best Regards,

Caryn Maier
Secretary, Butte County Fish & Game Commission

District Report

Meeting Date: April 8, 2020



DATE: 4/2/2020
 TO: PRPD Board of Directors (BOD)
 FROM: Dan Efseaff, District Manager
 SUBJECT: Monthly District Report

Monthly Report

1. Updates

- a. Response to COVID-19 – In the few days before the Governor’s Stay Home order, staff prepped to work remotely and are learning new skills. We have made modifications to timesheet practices and working on documents from the cloud. We fall under one of the 16 critical services (governmental facilities); however, only a skeletal crew will be needed (people will work from home that can). At the office, most of us spent some part of today preparing for working from home and we will be working on various efforts over the next few weeks.

As the situation is quickly evolving, we plan to adapt accordingly. Our initial response included the following, we will:

- Abide by Butte County, State, and other recommendations.
- Contact all groups with attendance of over 250 people (later decreased to 50 and then to all) that they will be subject to cancellation or delay.
- Any small group use of the facility, we will set up with "social distancing" in mind (i.e set up outdoors, chairs 4-6 ft apart, etc.).
- Staff or participants not feeling well should stay home.
- Institute additional cleaning of facilities, hand washing signs for bathrooms and check for soap and towels regularly.
- Tiny Tots is cancelled.
- Accommodate working from home and then closed the office to walk in traffic.
- Consider phone or post-phoning meetings for all staff.
- Conducted a special BOD meeting via teleconference.
- Let staff that may not have PRPD emails subscribe to our PRPD on Groups IO list for email messages.
- Updated our contact list for permanent staff.
- Issued a News Release on actions.
- Parks currently remain open and we will monitor use and Public Health recommendations.

2. Administrative and Visitor Services

- a. Registration and fees – Staff is looking into additional modules from our registration vendor to allow for a cloud based system that has remote payments and other advantages.

3. Finance

- a. Routine Reports – Balance Sheet (Attachment A), Profit & Loss Budget vs. Actual (Attachment B), and Recovery Project (Attachment C).
- b. Impact Fees – For the month of March, the District received a total of \$23,475.62 in impact fees. Since 11/8/18, the District has received a total of \$231,641.83.
- c. 5-Star Bank – The March interest for the Money Market accounts was not posted at the time this report was completed. For the month of February, the Investment Money Market received interest of \$1,787.29, the Grant Money Market received \$96.90.
- d. Budget vs. Actual – In response to a question from the last board meeting about the Budget vs Actual report regarding how much of it is related to the Camp Fire. The District Accountant provides the Recovery Project report to show the amounts spent on things strictly related to the Camp Fire. In the past months the Recovery Project report was only for the current month, however, this month the District Accountant has changed the report to show

the whole fiscal year. To find the actual total of an account that is not Camp Fire related, the total from the Recovery Project report should be subtracted from the actual amount on the Budget vs Actual report. Example: 5363 General R&M has a balance of 354,647.64 on the Budget vs Actual and \$347,168.22 on the Recovery Project. The difference is \$7,479.42. This amount is what is related to normal operating expense, which is under the budgeted amount of \$10,000.00.

4. Parks (Maintenance and Operations)

- a. Moore Road project – We will transition the installation for Moore Park project from RHA to a new contractor. We are working with PG&E towards this transition at this time in hopes that we can get this project installed as soon as the state lifts the COVID order and weather and grounds are dry.
- b. Parks – Staff is working on maintaining facilities given the current COVID-19 restrictions and safety measures. A more complete report will be provided next month.
- c. Keeping Maintenance Staff Safe - Safety is always our highest priority here at PRPD. So ALL staff is given any CDC, State and county guide lines for COVID-19 that have come available to PRPD. Staff is given a daily briefing before their work shift starts. We go over the most fundamental precautions as in 6ft social distancing and washing their hands frequently.

We perform a daily Sanitizing of all door handles, light switches and any other surfaces that are touched by staff or the public. Our goal is to get to the other side of this and have zero cases within our PRPD family.

On a good note the stay at home request is allowing maintenance to repaint the inside of the TARC (it's a large area and is allowing more than 6ft distancing) so when we do good back to our daily functions as usual (at least the new normal) the Recreation Center will be fresh and clean for all.

ON A FINAL NOTE, PLEASE EVERYONE STAY SAFE. From all of us here in Maintenance, we will do our part, so please do yours.

5. Programs

- a. Gold Nugget Craft Fair - The Gold Nugget Craft Fair has been postponed until the weekend of June 27-28. We are in the process of contacting all of the registered craft and food vendors to let them know of the change. To date, 12 of the 34 vendors are able to participate on the new date. We are still contacting or waiting for a reply from the others.
- b. Special Events – The Easter Egg Hunt that was scheduled for Saturday, April 4 has been cancelled. The Kid's Fishing Derby that is scheduled at the Aquatic Park Pond for May 2 is yet to be decided. At this point in time we have a free delivery of trout scheduled for April 30. One option might be to have the fish put into Paradise Lake instead. Events later in the summer like the Pinewood Derby will remain scheduled for now.
- c. Programs and Classes - Current classes such as Tiny Tots, Hoopsters Basketball, Tae Kwon Do, Track and Field, Zumba, Tai Chi, Paradise Stronger, and all drop-in programs have all been postponed until further notice. In planning for the summer programming, dates will remain fluid until we have a better understanding of the current situation.

6. Outreach and Development

- a. California Park & Recreation Society's Healthy Play Statewide Initiative – The District was welcomed as part of the PlayCore's National Demonstration Site (NDS) Network. The District has participated in sharing information and is exploring the testing of playground equipment and concepts. CPRS, PlayCore, and GameTime recognized agencies that participate in turning research into practice in the community. The announcement noted that, "As an CPRS Healthy Play Statewide Initiative honoree, your agency has successfully deployed evidence-based design best practices to improve the quality of life for the children, families, and citizens you serve." The award was presented at the CPRS Annual Conference & Expo in Long Beach (Figure 1).
- b. California Association of Commissioners and Board Member Award – District Manager Effeaff also accepted on behalf of the BOD an award for exceptional service and dedication to the District (Figure 2). The application noted that our entire board provided exceptional service and dedication to support our District. For example, as with our staff, most BOD members (4 out of 5) lost their homes and the 5th could not live in their home for months, and yet our BOD maintained excellent attendance with only a handful of absences and always maintained a quorum,

completed a scoping session on a new strategic plan, and hold a key role in helping the District transition to an innovative new model and enable the community to rebuild with confidence.

7. Upcoming

- a. Strategic Plan – Because of challenges with the COVID-19 situation, BOD review of the draft plan has been delayed to an upcoming meeting. Staff will introduce the plan, receive comments, and the BOD will consider the revised version at a follow-up meeting.
- b. FY 2020-2021 Budget - Our budget calendar indicated that the Finance Committee would review the draft budget and short- and long-term capital improvements in March and the Draft Budget would be presented to the PRPD Board of Directors for review in Manager's Report in April. However, disruptions associated with the COVID-19 County requires that the budget be completed by August, although traditionally, the District has adopted the budget before the end of the Fiscal Year.

Photographs



Figure 1. District Manager Efseaff accepts the CPRS Healthy Play Statewide Initiative. Grant funding will provide for reduced cost of playground equipment and can be extended to local schools.



Figure 2. District Manager Efseaff accepts the Outstanding Board Award on behalf of the PRPD BOD.

Attachments:

- A. Balance Sheet
- B. Profit & Loss
- C. Monthly Recovery
- D. Fiscal Year Recovery

https://paradisepprd-my.sharepoint.com/personal/defseaff_paradisepprd_com/Documents/Dan_OneDrive/Templates/BOD_2017_District_Report_Template_17_0905.docx
4/3/2020

4:00 PM
03/30/20
Accrual Basis

PRPD
Balance Sheet
As of March 30, 2020

Attachment 5.1a

	Mar 30, 20
ASSETS	
Current Assets	
Checking/Savings	
1000 · Mechanics Bank - Operating	319,224.08
1005 · Petty Cash	300.00
1010 · Treasury Cash - 2510	
1011 · General Operating	-241,612.22
1012 · ACO Reserve	626,700.00
1013 · General Reserve	3,000.00
1014 · Deposits held for others	1,000.00
Total 1010 · Treasury Cash - 2510	389,087.78
1030 · Investments	
1031 · Five Star Bank Money Market	1,180,517.55
1032 · Five Star Bank Grant M. M.	64,000.63
Total 1030 · Investments	1,244,518.18
1100 · Designated Treasury Funds	
1111 · Aquatic Unicorp-2511	49.41
1112 · Grosso Endowment-2512	53,632.13
1113 · Grosso Scholarship-2513	4,124.32
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	6,191.83
1114-14 · General Donations	1,186.00
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	4,658.61
1114-7 · Child-Youth Scholarships	10.00
1114-8 · McGreehan Children's Schlshp	1,056.00
1114-9 · Skate Park Fund	3,044.36
1114 · Designated Donations-2514 - Other	429.28
Total 1114 · Designated Donations-2514	28,350.00
Total 1100 · Designated Treasury Funds	86,155.86
1119 · Impact Fees	
1120 · Sub Div Fees - 2520	8,103.30
1121 · Park Acqui Unincorp - 2521	47,166.73
1122 · Park Dev Unincorp - 2522	78,005.24
1124 · District Fac Unincorp - 2524	40,531.66
1126 · Park Acqui Incorp - 2526	90,064.05
1127 · Park Dev Incorp - 2527	270,701.71
1128 · District Fac Incorp - 2528	48,779.34
Total 1119 · Impact Fees	583,352.03
Total Checking/Savings	2,622,637.93
Other Current Assets	
1400 · Interest Receivable	
1410 · Interest Receivable	1,361.18
1411 · Interest Receivable - 2511	0.19
1413 · Interest Receivable - 2513	217.91
1420 · Interest Receivable - 2520	30.81
1421 · Interest Receivable - 2521	157.18

4:00 PM
03/30/20
Accrual Basis

PRPD
Balance Sheet
As of March 30, 2020

	Mar 30, 20
1422 · Interest Receivable - 2522	232.59
1424 · Interest Receivable - 2524	139.34
1426 · Interest Receivable - 2526	243.68
1427 · Interest Recievable - 2527	743.90
1428 · Interest Receivable - 2528	119.64
Total 1400 · Interest Receivable	3,246.42
1500 · FMV Adjustments	
1510 · FMV Adjustment-2510	-13,124.68
1512 · FMV Adjustment-2512	-926.25
1500 · FMV Adjustments - Other	-4,880.93
Total 1500 · FMV Adjustments	-18,931.86
Total Other Current Assets	-15,685.44
Total Current Assets	2,606,952.49
Fixed Assets	
1710 · Land	750,088.53
1720 · Buildings	5,731,566.33
1730 · Furn., Fixtures & Equip (>\$5k)	379,967.31
1798 · Accum Depr - Furn Fixture Equip	-261,746.21
1799 · Accum Depr - Buildings	-4,051,763.09
1800 · Construction in Progress	
1801 · CIP-Lakeridge Park Development	82,463.57
Total 1800 · Construction in Progress	82,463.57
Total Fixed Assets	2,630,576.44
Other Assets	
1900 · PCV Promissory Note	300,322.00
1950 · Deferred Outflow - Pension	155,419.00
Total Other Assets	455,741.00
TOTAL ASSETS	5,693,269.93
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	-3,565.78
Total Accounts Payable	-3,565.78
Other Current Liabilities	
2100 · Payroll Liabilities	
2110 · Wages Payable	70,400.75
2120 · Payroll Taxes Payable	4,947.60
2130 · Health Benefits Payable	-5,440.65
2140 · FSA payable	-136.84
2170 · CalPers Payable	27,550.50
2190 · Accrued Leave Payable	
2191 · Comp leave payable	2,121.36
2192 · Sick leave payable	21,534.99
2193 · Vacation leave payable	67,071.56
Total 2190 · Accrued Leave Payable	90,727.91
Total 2100 · Payroll Liabilities	188,049.27
2200 · Accrued Expenses	6,463.37
2300 · Deposits - refundable	1,000.00
2400 · Deferred Revenue	
2410 · Deferred Services Income	40,648.38
2420 · Deferred Facility Income	4,681.00

4:00 PM
03/30/20
Accrual Basis

PRPD
Balance Sheet
As of March 30, 2020

	Mar 30, 20
2430 · Deferred Inflow - Pension	21,921.00
Total 2400 · Deferred Revenue	67,250.38
Total Other Current Liabilities	262,763.02
Total Current Liabilities	259,197.24
Long Term Liabilities	
2800 · Post Employment benefits	41,965.00
2805 · CalPers Pension Liability	304,548.17
Total Long Term Liabilities	346,513.17
Total Liabilities	605,710.41
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	626,700.00
Total 3000 · General Fund Balances-2510	920,849.99
3100 · Net of Capital Investments	2,795,638.66
3200 · Designated Fund Balances	
3212 · Grosso Endowment-2512	53,022.07
3213 · Grosso Scholarship-2513	2,878.45
3214 · Donations - 2514	18,155.30
3220 · Impact Fees	440,380.71
Total 3200 · Designated Fund Balances	514,436.53
3900 · Retained Earnings	1,207,565.39
3901 · Net Profit	-403,475.96
3999 · Opening Balance Equity	99.20
Net Income	52,145.71
Total Equity	5,087,559.52
TOTAL LIABILITIES & EQUITY	5,693,269.93

3:58 PM

PRPD

Profit & Loss Budget vs. Actual 19-20

Attachment 5.1b

03/30/20

July 2019 through March 2020

Accrual Basis

	Jul '19 - Mar 20	Budget	\$ Over Budget	% of Bud...
Ordinary Income/Expense				
Income				
4100 · Tax Revenue	1,473,463.53	1,445,600.00	27,863.53	101.9%
4200 · Impact Fee revenue	186,205.05	63,200.00	123,005.05	294.6%
4300 · Program Income	131,334.87	259,400.00	-128,065.13	50.6%
4350 · Concession & Merchandise sales	55.50	17,000.00	-16,944.50	0.3%
4400 · Donation & Fundraising Income	62,096.71	66,000.00	-3,903.29	94.1%
4401 · Scholarships Granted	0.00	0.00	0.00	0.0%
4500 · Grant Income	50,000.00	144,200.00	-94,200.00	34.7%
4600 · Other Revenue	19,116.24	4,000.00	15,116.24	477.9%
4900 · Interest Income	13,523.67	7,000.00	6,523.67	193.2%
Total Income	1,935,795.57	2,006,400.00	-70,604.43	96.5%
Gross Profit	1,935,795.57	2,006,400.00	-70,604.43	96.5%
Expense				
5000 · Payroll Expenses				
5010 · Wages & Salaries	603,596.14	1,088,580.00	-484,983.86	55.4%
5020 · Employer Taxes	44,327.36	65,300.00	-20,972.64	67.9%
5030 · Employee Benefits	110,935.83	189,000.00	-78,064.17	58.7%
5040 · Workers Comp Expense	45,672.00	60,000.00	-14,328.00	76.1%
5050 · Accrued Leave	0.00	4,000.00	-4,000.00	0.0%
5060 · Other Personnel Costs	11,322.70	3,100.00	8,222.70	365.2%
Total 5000 · Payroll Expenses	815,854.03	1,409,980.00	-594,125.97	57.9%
5100 · Program Expenses				
5110 · Concession & Merchandise Exp.	0.00	11,200.00	-11,200.00	0.0%
5120 · Program Contract Labor	1,540.00			
5130 · Program Supplies	21,820.32	27,650.00	-5,829.68	78.9%
Total 5100 · Program Expenses	23,360.32	38,850.00	-15,489.68	60.1%
5200 · Advertising & Promotion				
5210 · Bad Debt	0.00	0.00	0.00	0.0%
5220 · Bank & Merchant Fees	3,767.80	4,700.00	-932.20	80.2%
5230 · Contributions to Others	2,540.50	15,100.00	-12,559.50	16.8%
5240 · Copying & Printing	70.57	1,000.00	-929.43	7.1%
5260 · Dues, Mbrshps, Subscr, & Pubs	13,464.69	11,600.00	1,864.69	116.1%
5270 · Education, Training & Staff Dev	3,200.92	16,000.00	-12,799.08	20.0%
5280 · Equip., Tools & Furn (<\$5k)				
5282 · Office ET&F	8,681.53	18,600.00	-9,918.47	46.7%
5284 · Program ET&F	0.00	5,000.00	-5,000.00	0.0%
5286 · Small Tools & Equipment	7,721.98	4,400.00	3,321.98	175.5%
5280 · Equip., Tools & Furn (<\$5k) - Other	3,606.73			
Total 5280 · Equip., Tools & Furn (<\$5k)	20,010.24	28,000.00	-7,989.76	71.5%
5290 · Equipment Rental				
5290 · Equipment Rental	126,527.26	110,000.00	16,527.26	115.0%
5300 · Insurance				
5300 · Insurance	53,460.00	54,000.00	-540.00	99.0%
5310 · Interest Expense				
5310 · Interest Expense	499.93	0.00	499.93	100.0%
5320 · Miscellaneous Expense				
5320 · Miscellaneous Expense	138.25	2,200.00	-2,061.75	6.3%
5330 · Professional & Outside services				
5332 · Accounting	19,779.48	10,000.00	9,779.48	197.8%
5334 · Legal	17,083.70	7,000.00	10,083.70	244.1%
5336 · Engineering	0.00	5,000.00	-5,000.00	0.0%
5338 · Other Prof. & Outside Labor	49,977.47	93,000.00	-43,022.53	53.7%
5330 · Professional & Outside services - Ot...	4,234.44			
Total 5330 · Professional & Outside services	91,075.09	115,000.00	-23,924.91	79.2%
5340 · Postage & Delivery				
5340 · Postage & Delivery	133.16	2,500.00	-2,366.84	5.3%
5350 · Rent-Facility use fees				
5350 · Rent-Facility use fees	5,301.25	15,200.00	-9,898.75	34.9%
5360 · Repair & Maintenance				
5361 · Building R&M	12,862.01	26,000.00	-13,137.99	49.5%
5362 · Equipment R&M	101,420.86	17,000.00	84,420.86	596.6%
5363 · General R&M	354,647.64	10,000.00	344,647.64	3,546.5%
5364 · Grounds R&M	43,048.32	43,000.00	48.32	100.1%

3:58 PM

PRPD

Profit & Loss Budget vs. Actual 19-20

03/30/20

July 2019 through March 2020

Accrual Basis

	Jul '19 - Mar 20	Budget	\$ Over Budget	% of Bud...
5365 · Pool R&M	9,799.52	20,000.00	-10,200.48	49.0%
5366 · Vehicle R&M	78,117.63	10,000.00	68,117.63	781.2%
5367 · Janitorial	6,315.90	9,600.00	-3,284.10	65.8%
5368 · Security	1,159.90	1,300.00	-140.10	89.2%
5369 · Vandalism	202.37	0.00	202.37	100.0%
Total 5360 · Repair & Maintenance	607,574.15	136,900.00	470,674.15	443.8%
5370 · Supplies - Consumable				
5372 · Office Supplies	6,390.75	10,000.00	-3,609.25	63.9%
5374 · Safety & staff supplies	6,451.03	7,500.00	-1,048.97	86.0%
Total 5370 · Supplies - Consumable	12,841.78	17,500.00	-4,658.22	73.4%
5380 · Taxes, Lic., Notices & Permits	1,957.19	4,200.00	-2,242.81	46.6%
5390 · Telephone & Internet	17,728.58	25,000.00	-7,271.42	70.9%
5400 · Transportation, Meals & Travel				
5402 · Air, Lodging & Other Travel	4,852.88	3,000.00	1,852.88	161.8%
5404 · Fuel	13,242.28	13,000.00	242.28	101.9%
5406 · Meals	1,517.18	2,000.00	-482.82	75.9%
5408 · Mileage & Auto Allowance	194.13	5,000.00	-4,805.87	3.9%
Total 5400 · Transportation, Meals & Travel	19,806.47	23,000.00	-3,193.53	86.1%
5410 · Utilities				
5412 · Electric & Gas	43,615.56	78,000.00	-34,384.44	55.9%
5414 · Water	4,652.18	22,000.00	-17,347.82	21.1%
5416 · Garbage	10,345.52	8,000.00	2,345.52	129.3%
Total 5410 · Utilities	58,613.26	108,000.00	-49,386.74	54.3%
Total Expense	1,883,649.86	2,155,230.00	-271,580.14	87.4%
Net Ordinary Income	52,145.71	-148,830.00	200,975.71	-35.0%
Other Income/Expense				
Other Expense				
9999 · Misc. Expense	0.00	0.00	0.00	0.0%
Total Other Expense	0.00	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.00	0.0%
Net Income	52,145.71	-148,830.00	200,975.71	-35.0%

PRPD
Profit & Loss by Job
 March 2020

	RP1 General <u>(Recovery Project)</u>	<u>Total Recovery Project</u>
5280 · Equip., Tools & Furn (<\$5k)		
5286 · Small Tools & Equipment	151.06	151.06
Total 5280 · Equip., Tools & Furn (<\$5k)	151.06	151.06
5290 · Equipment Rental	24,313.29	24,313.29
5360 · Repair & Maintenance		
5362 · Equipment R&M	122.29	122.29
5363 · General R&M	1,757.10	1,757.10
5364 · Grounds R&M	293.73	293.73
5368 · Security	462.82	462.82
5369 · Vandalism	0.00	0.00
Total 5360 · Repair & Maintenance	2,635.94	2,635.94
5370 · Supplies - Consumable		
5374 · Safety & staff supplies	82.61	82.61
Total 5370 · Supplies - Consumable	82.61	82.61
5400 · Transportation, Meals & Travel		
5404 · Fuel	89.49	89.49
5408 · Mileage & Auto Allowance	0.00	0.00
Total 5400 · Transportation, Meals & Travel	89.49	89.49
5410 · Utilities		
5416 · Garbage	629.92	629.92
Total 5410 · Utilities	629.92	629.92
Total Expense	27,902.31	27,902.31

PRPD
Recovery Report
July 2019 through March 2020

Expense	RP1 General (Recovery Project)	Total Recovery Project
5000 · Payroll Expenses		
5010 · Wages & Salaries	58,244.21	58,244.21
5020 · Employer Taxes	4,028.27	4,028.27
5030 · Employee Benefits	14,236.40	14,236.40
5060 · Other Personnel Costs	0.00	0.00
Total 5000 · Payroll Expenses	76,508.88	76,508.88
5100 · Program Expenses		
5120 · Program Contract Labor	0.00	0.00
5130 · Program Supplies	11,223.44	11,223.44
Total 5100 · Program Expenses	11,223.44	11,223.44
5260 · Dues, Mbrshps, Subscr, & Pubs	78.12	78.12
5280 · Equip., Tools & Furn (<\$5k)		
5286 · Small Tools & Equipment	6,954.36	6,954.36
5280 · Equip., Tools & Furn (<\$5k) - Other	36.44	36.44
Total 5280 · Equip., Tools & Furn (<\$5k)	6,990.80	6,990.80
5290 · Equipment Rental	36,710.17	36,710.17
5330 · Professional & Outside services		
5338 · Other Prof. & Outside Labor	5,041.93	5,041.93
5330 · Professional & Outside services - Other	3,011.89	3,011.89
Total 5330 · Professional & Outside services	8,053.82	8,053.82
5350 · Rent-Facility use fees	1,480.00	1,480.00
5360 · Repair & Maintenance		
5361 · Building R&M	815.05	815.05
5362 · Equipment R&M	99,392.64	99,392.64
5363 · General R&M	347,168.22	347,168.22
5364 · Grounds R&M	41,387.78	41,387.78
5365 · Pool R&M	1,571.35	1,571.35
5366 · Vehicle R&M	75,891.87	75,891.87
5368 · Security	587.90	587.90
5369 · Vandalism	108.64	108.64
Total 5360 · Repair & Maintenance	566,923.45	566,923.45
5370 · Supplies - Consumable		
5372 · Office Supplies	169.28	169.28
5374 · Safety & staff supplies	2,968.32	2,968.32
Total 5370 · Supplies - Consumable	3,137.60	3,137.60
5390 · Telephone & Internet	120.04	120.04
5400 · Transportation, Meals & Travel		
5404 · Fuel	2,984.44	2,984.44
5408 · Mileage & Auto Allowance	0.00	0.00
Total 5400 · Transportation, Meals & Travel	2,984.44	2,984.44
5410 · Utilities		
5416 · Garbage	4,455.43	4,455.43
Total 5410 · Utilities	4,455.43	4,455.43
Total Expense	718,666.19	718,666.19

Staff Report

April 8, 2020



DATE: 3/25/2020
 TO: BOD
 FROM: Dan Efseaff, District Manager
 Kristi Sweeney, Assistant District Manger
 SUBJECT: Consideration of Lease Agreement with the Paradise Irrigation District (PID) for Paradise Lake

Summary

Paradise Irrigation District (PID) and Paradise Recreation and Park District (PRPD or District) Staff have been working toward developing a lease agreement for recreation at Paradise Lake. Following the agreement, PRPD must secure a permit with the US Forest Service (USFS) to operate a portion of the facility. The permit will mimic the current one with PID. At the April 8, 2020 meeting, the PID Board of Directors passed authorization to enter into the agreement.

Recommendation: *Authorize the District Manager to 1) enter into the PRPD/PID lease agreement and 2) complete and submit a permit with the USFS.*

1. Background

In mid-2018, Staff began discussion with the Paradise Irrigation District (PID) to explore the possibility of the District would assume the responsibility of recreation at the facility, which would include the developed area of parking, picnic sites, portable restrooms, playground, trails, and boat ramps. The District would administer the parking permit revenue and could provide recreational programming at the site. While PID owns a significant area of shoreline and land on the boat ramp side of the lake a portion of the recreation area is under agreement (permit) with the US Forest Service (USFS).

Staff and our lawyer met with PID staff and legal counsel to discuss the agreement with plans to bring it to the PID and then the PRPD boards.

The item was considered at the PID Paradise Lake & Recreation Committee (11/18/19) and developed a consensus to support the consideration of the agreement with their full Board.

At a Recreation and Park Committee meeting (December 4, 2019), the Committee reviewed and discussed the PID Paradise Lake draft agreement. The Committee requested minor edits in Letter A, Page 1 of the agreement, which reads that PRPD is the owner of the lake, which required a revision of text to read PID as the owner of the lake. Committee members inquired about Appendix B, referenced in the agreement but was not included in the current draft of the agreement. Staff confirmed that legal staff would include all missing appendices after the initial main body of the agreement terms have been reviewed by PID legal staff. The Committee recommended that upon concurrence with legal staff and pending edits suggested, the Committee recommends the Board of Directors adopt the agreement at the January 2020 Board of Directors Meeting.

On March 18, 2020 the PID Board of Directors unanimously voted to approve the lease agreement (Attachment A) granting PRPD management authority of Paradise Lake for a 20-year term. Staff legal counsel found no remaining issues with the lease agreement.

2. Fiscal Impact

The agreement will incur additional costs associated with the management of the property; however, PID indicates that the costs are roughly off-set with about \$40,000 in revenue.

The USFS requires annual fees associated with the required permit (historically about \$1,000).

Some capital improvements may be eligible under recreation grant programs. The District has included the Lake/PID on proposals for vegetation and trail work and is in the process of developing a volunteer program and we foresee the Lake as a significant destination for volunteer assistance for observations, vegetation, trail work, and other maintenance tasks. We have secured funding from the Butte County Fish and Game Commission to purchase 5000 catchable trout to stock the lake for the annual Kids Fishing Day.

As the District plans to increase recreation programming, events, and rentals (and potentially in the long-term vendors) at the site, we foresee expenses and revenues to be cost neutral, with the potential for revenues to increase with the successful promotion of the Lake.

PID would retain liabilities associated with the dam and operations. Additional liability costs for the District are dependent on any increase in payroll, estimated at approximately \$20.00 in additional premiums for every \$1,000.00 in payroll. Further, CAPRI reports based on the agreement language indicating the District will assume all risk of damage to the property during the lease term, the approximate additional premium cost for the property is estimated at \$219.97 for every \$100,000 insured.

3. Committee Recommendation

Previously, the Recreation and Park Committee reviewed and discussed the Paradise Irrigation District Paradise Lake draft agreement. The Committee provided only a handful of comments and suggestions. Upon concurrence with legal staff and pending edits suggested, the Committee recommended Board of Directors adoption of the agreement.

4. Permits and Environmental Review

The District is preparing to file a permit with the USFS to manage recreation of the lands and amenities at Paradise Lake that reside on USFS land. The primary picnic and barbeque facilities, gazebo, playground, fishing dock, parking lot, and restrooms off Lucrecia Drive are on USFS land. On December 10, 2019 staff met with the Feather River Ranger District officials who currently manage the PID Special Use Permit to offer the public recreation opportunities on USFS land at Paradise Lake. Staff were informed that the permit process should be fairly straight forward given the District's intention to continue operations as PID had. Feather River Ranger District staff provided guidance on filling out the permit paperwork upon finalization of the lease agreement between PRPD and PID. Once the District submits the permit application and copy of the executed lease agreement with PID, the PID permit will be terminated and the District permit will be issued. This process should take approximately two weeks to complete.

In addition, because Paradise Lake is outside the District boundaries, if the agreement is approved, staff will request an extension of services and review related to the operation from LAFCO.

5. Discussion

If approved, the District will move forward with preparation for the transfer of operations and parking permit issuance. The agreement allows for future rule changes, though we anticipate a significant time period to fully absorb the functions on the site prior to suggesting rule changes.

The agreement allows for a mechanism to consider potential rule changes. In the short-term, PRPD will continue the current rules as it absorbs management responsibilities but would examine the rules after the first season. Currently, the Lake is open Fridays thru Mondays and visitors may fish, hike the 4.7 miles of shoreline trail, and utilize non-motorized boats and kayaks. Visitors are prohibited from swimming or other physical contact at the lake. One notable change is that annual permits will be available on-line through the District webpage.

The District will continue and expand recreational activities at the lake to better serve the residents of Magalia and the upper Ridge communities. The District will work with PID to continue the twenty-year tradition of offering a Kids Fishing Day at Paradise Lake. Though typically held in April, the District intends to offer the Kids Fishing Day in July 2020, depending on COVID-19 restrictions. As the restrictions are lifted, the District will offer classes on kayaking, guided hikes, fishing, camps, art, and other programs. Because of the new opportunities the Lake provides, the District is soliciting input from the public on future offerings.

Earlier in 2019, the District initiated a new expanded Volunteer Program that includes Park Stewards to regularly monitor and help care for Paradise Lake. Citizens have reached out to help volunteer and volunteers will be an integral part of care for Paradise Lake.

The addition adds to the portfolio of park properties and aligns with the District vision of becoming a destination recreation District.

In the long-term, PRPD plans to expand the trail system and connect to nearby public lands to give people greater accessibility to the natural beauty of the Ridge, while also ensuring vegetation, fuels and invasive plant species are carefully managed to mitigate fire risk.

Staff believes that the agreement, provides new opportunities and in the long-run a revenue stream for the District and we urge adoption of the agreement.

Attachments:

A. Lease Agreement and Exhibits

O:\BOD\BOD_Meetings\2020\20_0212\20.0212.BOD.PID.Paradise.Lake.Agreement.docx
4/3/2020

**LEASE AGREEMENT BETWEEN PARADISE IRRIGATION DISTRICT
AND PARADISE RECREATION AND PARK DISTRICT**

This Agreement (the “Agreement”) is entered into on the date last set forth below opposite the parties’ signatures by and between Paradise Irrigation District, a California irrigation district (“PID”) and Paradise Recreation and Park District, a California recreation and park district (“PRPD”) (PID and PRPD each may also be referred to as a “Party” and collectively as the “Parties”).

I. RECITALS

The Parties enter into this Agreement in recognition of the following facts:

A. Paradise Lake is located in Butte County, California. The Lake consists of the land underlying and adjacent to the water stored thereon and the improvements located thereon, including, without limitation, administrative and caretaking facilities, picnic, boat launching, and parking facilities, and hiking and walking trails and paths, (the “Lake”), all as more particularly shown on the attached in Exhibit “A.” For purposes hereof, the Lake does not include the impoundment facilities known as Paradise Dam, which capture and store water at the Lake.

B. PID owns the majority of real property underlying and surrounding the Lake (“PID Lands”). The PID Lands are described and depicted in Exhibit B hereto. The United States Forest Service (USFS), Lassen National Forest (administered by Plumas National Forest), owns a portion of the real property surrounding the lake (“USFS Lands”). The USFS Real Property is described and depicted in Exhibit C hereto.

C. The Lake is one of two public water supply reservoirs owned and operated by PID and serves a critical role in supplying water supply to its constituents. As such, the Lake is strictly regulated. PID currently allows fishing and limited recreational uses including boating, hiking, and picnicking, but excluding swimming and other uses not specifically allowed. PID’s regulations for recreational use of the Lake (the “Rules”) are set forth in the attached Exhibit “D.” PID’s administration of the USFS Lands for Lake related recreation are subject to the terms of a 2017 USFS Special Use Permit.

D. Due to the Camp Fire of November 2018 which caused widespread destruction and damage to the facilities of PID and PRPD, PID now must focus its rehabilitation, repair, and replacement efforts on its water storage and delivery facilities, and not on managing and operating the Lake for recreation. PRPD, however, has the staff and resources available to it to enable it to assume management and operation of the Lake for recreation in accordance with the Rules and any USFS Special Use Permit it may obtain.

E. Both Parties believe continued management and operation of the Lake for recreation is in the best interests of their constituents and of the residents of the Greater Ridge area and of Butte County and will facilitate and quicken the restoration of the Parties and their communities.

In consideration of the foregoing facts, the recital of which is by this reference incorporated in the agreement of the Parties set forth below, and of the mutual covenants, conditions, and agreements set forth below, the Parties agree as follows:

1. **Leased Premises.** PID hereby leases to PRPD the PID Lands pursuant to the terms and conditions herein set forth.

2. **USFS Use Permit.** As a condition precedent to the effectiveness of this Agreement, PRPD shall obtain a USFS Special Use Permit from the USFS, Plumas National Forest, authorizing PRPD to make the USFS Lands available to the public on terms and conditions similar to those contained in the 2017 Use Permit. PRPD shall at all times during the Term of this Agreement maintain and comply with the terms of any Special Use Permit authorizing its continued use of the USFS Lands. PRPD shall provide to PID a copy of the Special Use Permit and any subsequent renewals or extensions which may be in effect during the Term of this Lease

PRPD shall bear all expenses associated with any such Special Use Permit, including without limitation: (1) the preparation and submittal of any required Operating Plan, (2) all liabilities to the United States, (3) Indemnification obligations to the United States, (4) Insurance obligations, (5) Land Use Fees, (6) Cleanup and Remediation attributable to its actions or failures to act.

3. **Term.** Recognizing that PRPD will be seeking federal, state and/or local grants and funding to operate and maintain this Lake for recreation purposes and the likelihood that any such funding shall require

PRPD to have a long term lease of the Lake, the term of this Lease shall be 20 years, commencing on _____, 2020 and terminating on _____, 2040 unless extended by mutual written agreement of the Parties. Notwithstanding the foregoing, the Parties shall meet not less frequently than annually during the term hereof to review this Agreement and assure it continues to serve their best interests and the interests of their residents. If as a result of any such meeting the Parties agree that this Agreement no longer serves such interests, then they may agree in writing to terminate this Agreement on such terms and conditions as they shall agree.

4. Use of Premises.

a. PRPD shall use the Lake for recreation and recreational programs in accordance with the Rules and any applicable Special Use Permit.

b. PRPD shall at all times observe and comply with all laws, ordinances, codes and regulations which pertain to or apply to the use of the Lake now or subsequently imposed, whether federal, state or local.

c. PID reserves exclusive discretion and authority to manage its water system and sources of supply, and shall not, pursuant to this Agreement, be obligated to maintain any certain level or quantity of water in Paradise Lake.

d. If the Lake ceases to be used for the purposes set forth herein for a period of twelve consecutive months, and such use cannot be restored within a reasonable period of time thereafter, this Lease may be terminated by either party on 120 days advance written notice to the other.

e. Limited Dispute Resolution Proceedings Relating Exclusively to Disputes Concerning Use. Should either Party wish to amend or otherwise modify any or all of the Rules, it shall meet and confer in good faith with the other Party with respect to its desired changes and the reasons therefor. If the dispute cannot be resolved by negotiation, then by mutual agreement the Parties may initiate mediation by written notice to the other. The Parties shall select a single mediator knowledgeable in the field of dispute, who shall conduct the mediation in Chico, California. The Mediator's decision shall be advisory, and without prejudice to either party's ability to seek any remedy which may be available to them in courts of law possessing jurisdiction. These procedures shall be without prejudice to either party's right and ability to seek a preliminary

injunction or other provisional judicial remedy if such action is necessary to prevent irreparable harm or preserve the status quo.

f. The Parties shall meet and confer if, during the term of this lease, federal, state, or local permits, grants or funding necessary to PRPD's operation and maintenance of the leased premises become unavailable through no fault of PRPD. Upon no less than 90 days' notice from the date such funds or permits are actually terminated, PRPD may terminate this lease.

5. **Consideration.** As consideration for its lease of the Lake, PRPD agrees to pay to PID the sum of \$1.00 upon execution hereof and on each anniversary thereafter during the term of this Lease and to faithfully perform all of those obligations on its part to be performed hereunder.

6. **Utility and Operating Costs.** PRPD shall be responsible for all costs associated with its use of the Lake pursuant to this Lease, including all costs of operating and maintaining the Lake for recreation, such as the costs of all utilities, facility upgrades and maintenance, and seasonal or full-time employees. PID shall be responsible for any and all utility and operating costs relating to its use of the Lake and of Paradise Dam for the storage and delivery of water, including without limitation water testing and treatment.

7. **Repairs, Maintenance, and Alterations.** PRPD shall have exclusive use and possession of the Lake for recreation purposes and shall bear all costs and responsibility for repair and maintenance of recreational facilities at the Lake, excluding Paradise Dam. PRPD shall maintain the Lake and recreational facilities in a clean, safe, sanitary, and useable condition at all times. PRPD agrees to indemnify and hold PID free and harmless from any and all liabilities, claims, liens, encumbrances and judgments created or suffered in connection with labor, services or materials furnished in connection with any alterations, repairs or additions which PRPD causes to be made to the recreational facilities at the Lake. Any improvements or additions made to the Lake will become the property of PID at no cost to PID at the termination of this Agreement unless PID and PRPD enter into a written agreement providing otherwise.

8. **Taxes.** During the term of this Agreement, PRPD shall pay any and all taxes which may be levied upon or assessed by reason of the recreational use of the Lake. Notwithstanding the foregoing, PID hereby acknowledges that, as of the date of this Agreement, no property taxes or possessory interest taxes are

being assessed against the Lake or the recreational facilities located thereon.

9. **Indemnification.**

a. To the fullest extent permitted by law, during the term of this Agreement and beyond as provided in subsection c. below, PRPD shall defend, indemnify and hold PID, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of PRPD, its officials, officers, employees, sublessees, consultants or agents arising out of or under this Lease including, without limitation, the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. PRPD shall reimburse PID and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

b. To the fullest extent permitted by law, during the term of this Agreement and beyond as provided in subsection c. below, PID shall defend, indemnify and hold PRPD, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of PID, its officials, officers, employees, sublessees, consultants or agents in connection with PID's use of the Lake and Paradise Dam for storage and delivery of water under this Lease including, without limitation, the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. PID shall reimburse PRPD and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

c. Each Party's responsibility for such defense and indemnity obligations shall

survive the termination of this Lease for the fullest period of time allowed by law.

d. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Lease. Each Party's obligation to indemnify shall not be restricted by insurance proceeds, if any, received by the other Party, its directors, officials, officers, employees, agents, or volunteers.

10. **General Liability Insurance.**

a. PRPD shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$2,000,000 per occurrence and \$4,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as otherwise agreed upon by the Parties. PID shall be named "Additional Insured" to such policy.

b. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specific minimum insurance coverage requirements and/or limits shall be available to PID as the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to PRPD, whichever is greater.

c. The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to PID at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

d. PRPD acknowledges and agrees that PID, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of PRPD as the named insured. Such additional insured status shall be

evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom PRPD, as named insured, has entered into a written contract, such as this Lease, shall satisfy this requirement.

e. The insurance coverage required herein shall be primary and non-contributory insurance with respect to PID, its officers, officials and employees. Any insurance or self-insurance maintained by PID, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s), and shall be at least as broad as CG 20 10 04 13. In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

f. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of PID (if agreed to in a written contract or agreement) before PID's self-insurance shall be called upon to protect it as a named insured.

g. PRPD hereby agrees to waive all rights of subrogation against PID for losses arising from activities performed by PRPD or its contractors, subcontractors, or sublessee(s) for PID under this Agreement.

11. **Fire and Extended Hazards Insurance.**

a. At all times during the term of this Agreement, PRPD shall, at its sole cost and expense, maintain in full force and effect fire insurance obtained from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, insuring all of the recreational facilities at the Lake excluding Paradise Dam against fire, extended coverage hazards, vandalism, and malicious mischief. All such insurance shall be in the form or forms reasonably approved by PID, shall insure such facilities at the Lake in an amount equal to their full replacement value,

and shall provide that the insurer shall give PID at least 30 days' prior notice of cancellation or material change in coverage.

b. Upon execution of this Agreement, a copy of the insurance policy or policies required herein or, in lieu thereof, the face page of such policy or policies and any endorsements which limit or otherwise affect the coverage provided shall be delivered by PRPD to PID for approval as to form and sufficiency. When such insurance policy or policies has been so approved, PRPD may substitute for the same a certificate of insurance issued by the respective insurance company or companies certifying that such insurance policy or policies is in full force and effect and all recreational facilities at the Lake excluding Paradise Dame are insured in the amount required herein.

c. In the event any dispute over whether the amount of such insurance complies with the requirements of this section cannot be resolved by agreement, either Party may request the carrier of the insurance then in force to determine the full replacement value of the recreational facilities at the Lake and the resulting determination shall be conclusive between the parties for purposes of this section.

d. If any of the recreational facilities at the Lake are damaged or destroyed from a risk covered by the insurance policy required by this section, all of the proceeds of such insurance shall be paid to PRPD for the purpose of its repairing or restoring such damaged or destroyed improvements or facilities. Upon such receipt PRPD promptly shall commence such repair or restoration work and thereafter prosecute the same with reasonable dispatch.

12. **Hazardous Materials.**

a. **Definition.** As used in this Agreement, the term "Hazardous Material" shall mean any substance, water, or material which has been determined by any federal, state, or local government authority to be capable of posing a risk of injury to health, safety, and property, including but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation and/or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment.

b. Prohibited Without Consent. Neither Party shall cause or permit any Hazardous Materials to be brought onto, stored, used, generated, recycled, or disposed of in, on, under or about the Lake by its agents, employees, contractors, licensees, sublessees or invitees. Notwithstanding the foregoing, PRPD shall have the right to bring onto, store, use and handle on the Lake (i) minor quantities of generally available Hazardous Materials used for routine cleaning and maintenance of the recreational facilities at the Lake and other operational aspects of its business, and (ii) products containing Hazardous Materials that are used by or in motor vehicles provided that the same are at all times stored, used, handled and disposed of in compliance with all Environmental Laws, and (iii) products commonly used in the ordinary course and scope of PRPD's business.

c. Indemnity. Each Party shall be solely responsible for and shall indemnify, hold harmless and defend the other Party, its officers, employees and agents from and against any and all liabilities arising from or in any way relating to its use of Hazardous Materials on or at the Lake, provided that the liabilities are or are reasonably likely to be a result of or related to the receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of Hazardous Materials in, on, under or about the Lake at any time after the date of this Agreement but not before the date of PRPD's first taking possession of the Lake, and provided that the Liabilities are or were, caused by that Party or its agents, employees, contractors, licensees, sublessees or invitees. The indemnification under this Section shall survive the termination of this Agreement.

d. Notice. If at any time during the term of this Agreement, Hazardous Materials are discovered by either Party to be on or at the Lake, such Party shall immediately notify the other Party in writing of such occurrence. PID and PRPD each further agree to promptly notify the other of any communication received from any governmental entity concerning Hazardous Materials or the violation of any law or regulation that related to such substances.

13. Assignment.

a. PRPD shall not voluntarily, or by operation of law, assign, sublet, transfer, mortgage, or otherwise transfer or encumber all or any part of PRPD's interest in this Agreement or in the Lake or any

part thereof, without the prior written consent of the PID. Any attempted assignment, transfer, sublease, encumbering or renting without such consent shall be void and constitute a breach of this Agreement. In the event a receiver, trustee or conservator is appointed to take possession of the assets of PRPD, or the possession of the Lake, or a general assignment is made by PRPD for the benefit of creditors, or any action is taken by or against PRPD under any insolvency law or bankruptcy act, PID, at its option, may forthwith terminate this Agreement.

b. Any consent by PID to the assignment or other transfer of rights hereunder by PRPD shall not release PRPD from any obligations under this Agreement, and PID's consent, unless expressly provided therein, shall not include consent to any subsequent assignment or transfer by PRPD or PRPD's heirs, successors or assigns. Additionally, all the terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the lawful successors and assigns of the Parties hereto.

14. **Entry and Inspection.** PRPD agrees that PID, its agents and employees, may enter upon the Lake at any reasonable time for the purpose of making inspections, surveys and measurements and performing work necessary for its maintenance and operation of Paradise Dam and Lake for purposes of water storage and delivery, all with the understanding that the same will be performed in such a manner as to minimize interference with PRPD's use of the Lake. PID agrees to provide PRPD with reasonable prior notice of any such entry and inspection.

15. **Non-Discrimination.** PRPD herein covenants by and for itself, its successors, and assigns, and all persons claiming under or through it, and that use of the Lake is made and accepted upon and subject to the conditions that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex (including all forms thereof), sexual orientation, disability, medical condition, marital status, pregnancy, national origin, ancestry or any other class protected by law, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Lake herein leased. Nor shall PRPD itself, or any person claiming under or through PRPD, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of the Lake herein leased.

16. **Condition of Lake.** PRPD understands and agrees that no representation, statement or warranty, express or implied, has been made by or on behalf of PID as to the condition of the Lake or the suitability of the Lake for its intended use. PRPD hereby acknowledges that it has had the opportunity to inspect the Lake and hereby agrees to accept the Lake "as is" with respect to all known or obvious conditions which currently exist in and on the Lake.

17. **Waste or Nuisance.** During the term of this Agreement, PRPD shall not commit or allow to be committed any waste on the Lake or maintain or allow to be maintained any nuisance thereon.

18. **Default.** In the event PRPD fails to keep and perform any term, condition or covenant contained within this Agreement, its exhibit, and any subsequent amendments, and PRPD fails or is unable to cure such default within 30 days after being given written notice thereof, then all rights of PRPD under this Agreement and to the use and occupancy of the Lake shall terminate and PID shall have the immediate right of reentry and may remove all unauthorized persons and property therefrom.

19. **Notices.** Any notice required or desired to be given hereunder may be served personally or by registered or certified mail with the United States Postal Service, return receipt requested, postage prepaid, addressed as follows. Notice becomes effective on the date of personal service or five (5) days following date of postmark.

If to PID: Paradise Irrigation District
6332 Clark Road
Paradise, CA 95969
Attn: General Manager

If to PRPD: Paradise Recreation and Park District
6626 Skyway
Paradise, CA 95969
Attn: General Manager

20. **Covenant of Quiet Possession.** PID covenants that it will deliver quiet possession of the PID Lands to PRPD on the date the term of this Agreement is to commence and that PRPD's quiet possession upon the PID Lands will not be disturbed by PID or those claiming under it during the terms of this Agreement unless as otherwise provided for in this Agreement. PRPD understands and agrees that its use of the USFS Lands is subject to, and contingent upon, obtaining and maintaining at all times during the Term,

appropriate Special Use Permits authorizing its use of the USFS Lands consistent with the terms of this Agreement.

21. **Entire Agreement.** This Agreement, and attached exhibits and documents referenced (each of which are expressly incorporated herein), constitutes the entire agreement of the Parties hereto relating to the Lake and shall supersede all prior written or oral negotiations or agreements of the Parties relating to the Lake.

22. **Modification.** This Agreement shall not be modified in any part except by written amendment duly executed by the Parties.

23. **Severability.** If any term, condition or covenant of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall remain valid and binding.

24. **Relationship of Parties.** Nothing herein contained shall be deemed to create a partnership or joint venture, nor shall the relationship between the Parties be construed as principal and agent, or other than landlord and tenant.

25. **Mutual Contract.** The Parties agree that this Agreement has been mutually drafted and authored by both Parties and that it shall not be construed against any Party.

26. **Operational Name.** PRPD agrees to operate and refer to its operations at the Lake under the name "Paradise Lake Recreation Facility" or such other reasonably similar name during the term of this Agreement.

Executed by the Parties by their respective duly authorized officers, as of the dates set forth below.

//
//
//

PID:
Paradise Irrigation District, a California
irrigation district

_____, 2019

By: _____
Kevin Phillips, General Manager

Approved as to Form:

By: _____
Emily LaMoe,
PID Attorney

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

_____, 2019

By: _____
Dan Efseaff, General Manager

Approved as to Form:

By: _____
John Jeffery Carter,
PRPD Attorney

Exhibit "A"

Exhibit “B”

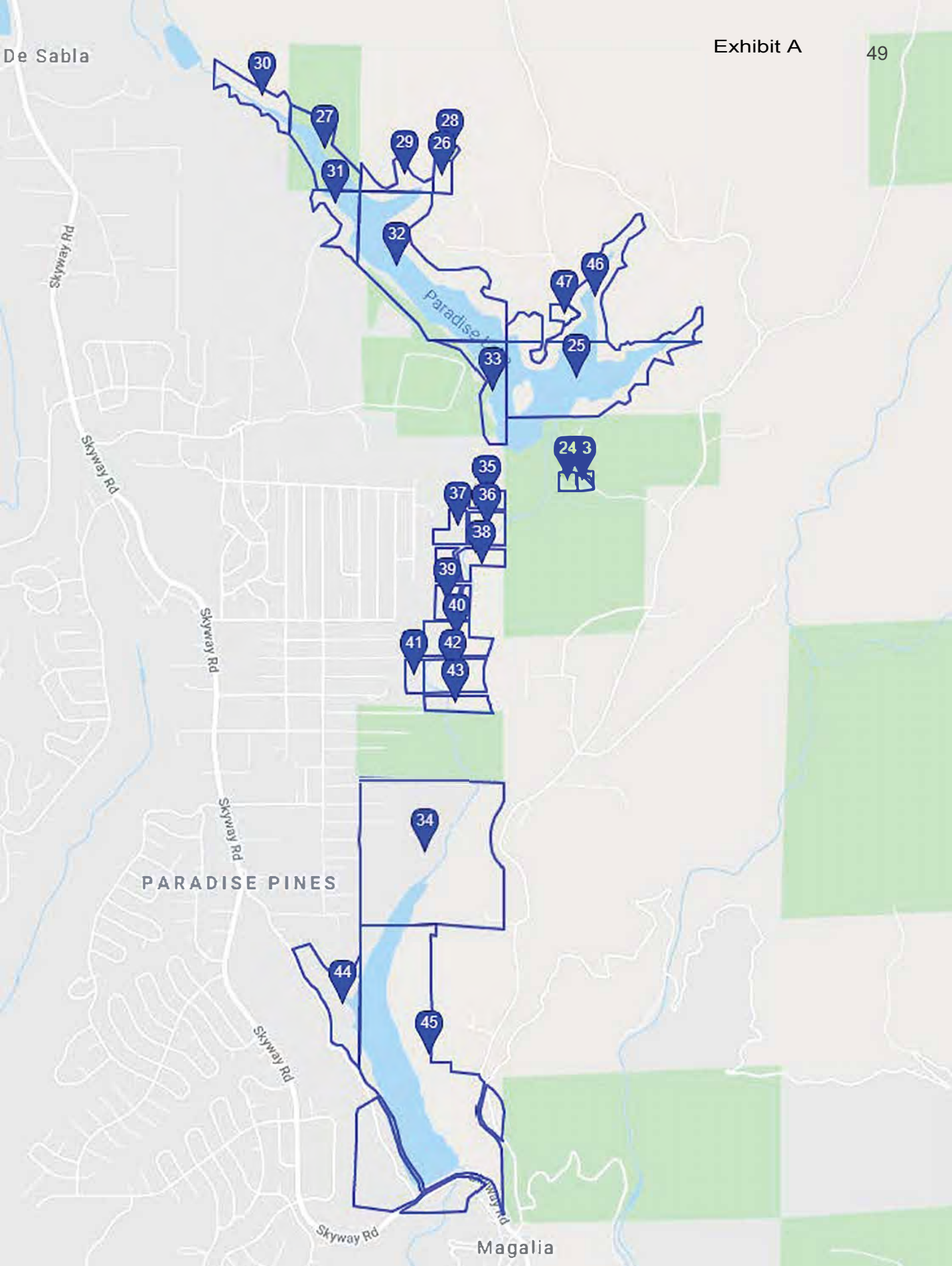
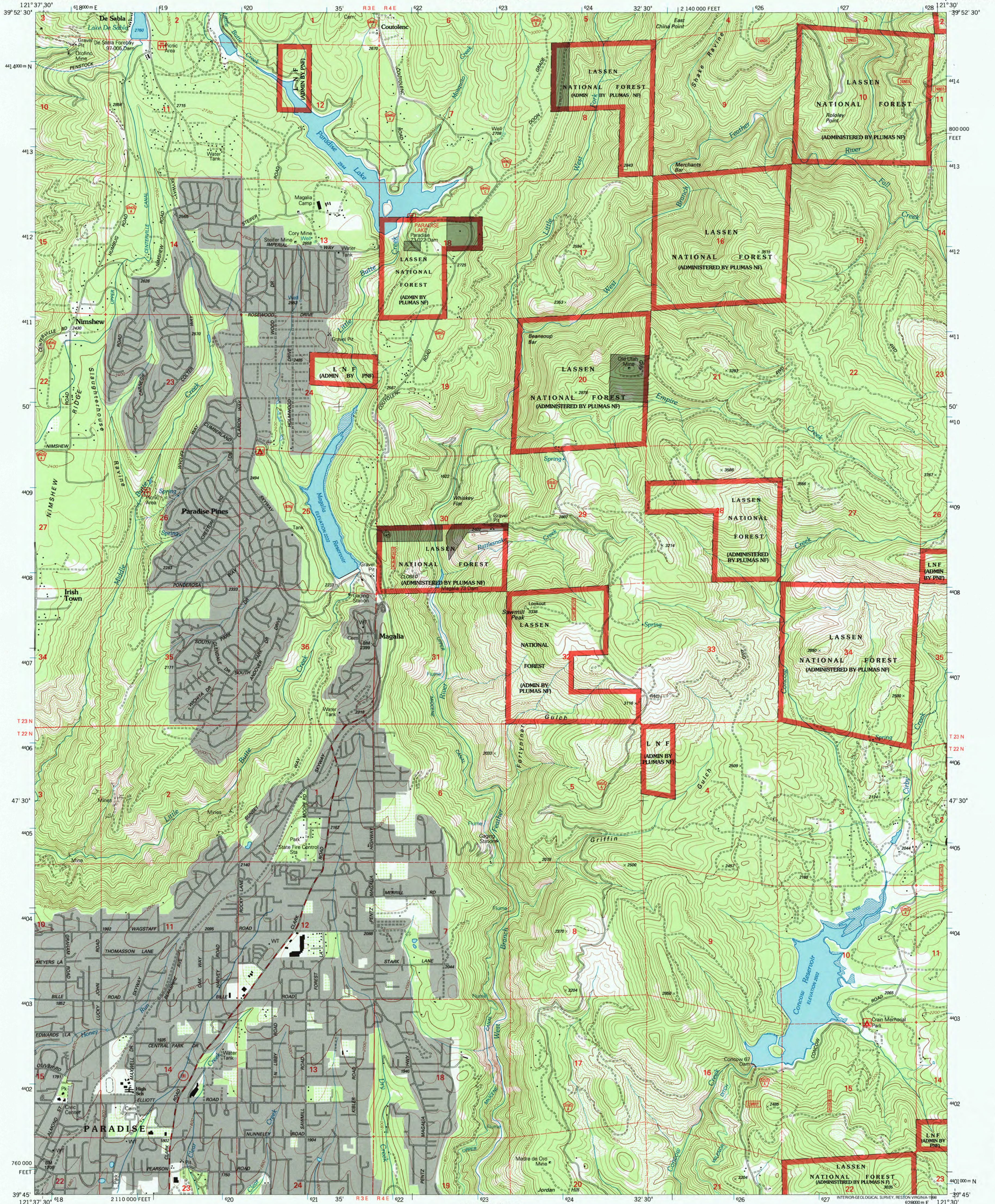
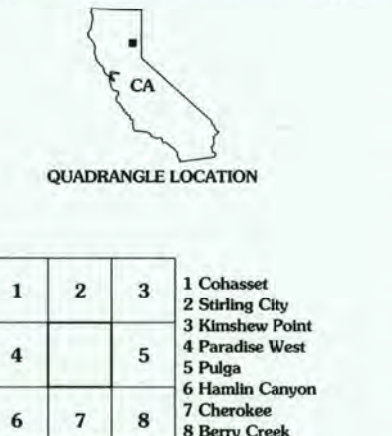
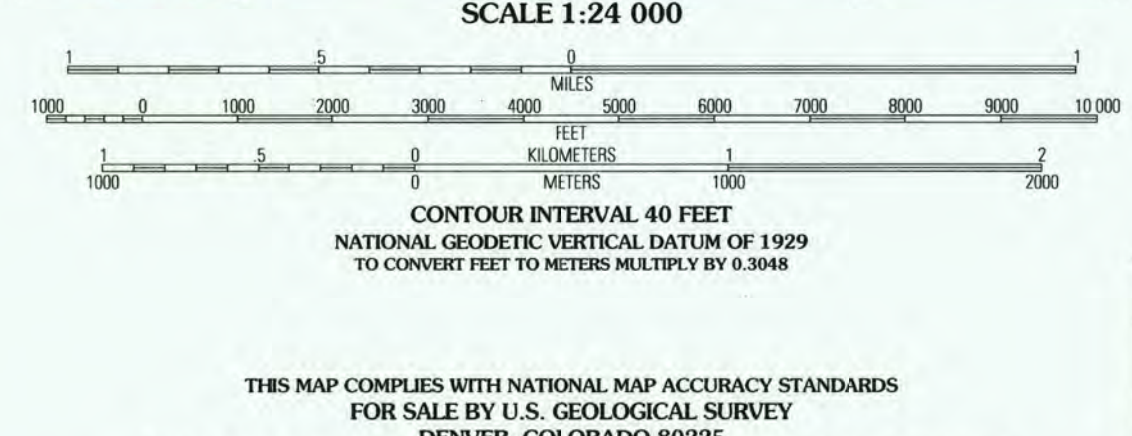
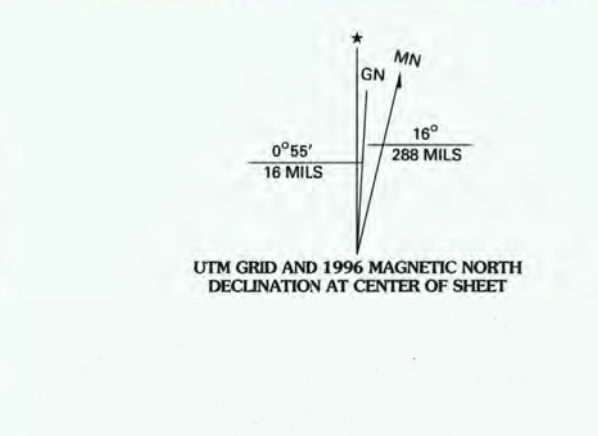


EXHIBIT B

<input checked="" type="checkbox"/>	<u>25</u>	BUT	058-100-115-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954
<input checked="" type="checkbox"/>	<u>26</u>	BUT	065-010-022-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954
<input checked="" type="checkbox"/>	<u>27</u>	BUT	065-010-026-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954
<input checked="" type="checkbox"/>	<u>28</u>	BUT	065-010-051-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954
<input checked="" type="checkbox"/>	<u>29</u>	BUT	065-010-052-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954
<input checked="" type="checkbox"/>	<u>30</u>	BUT	065-010-064-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954
<input checked="" type="checkbox"/>	<u>31</u>	BUT	065-050-032-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954
<input checked="" type="checkbox"/>	<u>32</u>	BUT	065-050-038-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954
<input checked="" type="checkbox"/>	<u>33</u>	BUT	065-110-020-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954
<input checked="" type="checkbox"/>	<u>34</u>	BUT	065-110-024-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954
<input checked="" type="checkbox"/>	<u>35</u>	BUT	065-150-001-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954
<input checked="" type="checkbox"/>	<u>36</u>	BUT	065-150-002-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954
<input checked="" type="checkbox"/>	<u>37</u>	BUT	065-150-003-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954
<input checked="" type="checkbox"/>	<u>38</u>	BUT	065-160-002-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954
<input checked="" type="checkbox"/>	<u>39</u>	BUT	065-160-003-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954
<input checked="" type="checkbox"/>	<u>40</u>	BUT	065-180-012-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954
<input checked="" type="checkbox"/>	<u>41</u>	BUT	065-180-019-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954
<input checked="" type="checkbox"/>	<u>42</u>	BUT	065-180-020-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954
<input checked="" type="checkbox"/>	<u>43</u>	BUT	065-180-031-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954
<input checked="" type="checkbox"/>	<u>44</u>	BUT	065-240-002-000	PARADISE IRRIGATION DISTRICT	
<input checked="" type="checkbox"/>	<u>45</u>	BUT	065-260-011-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954
<input checked="" type="checkbox"/>	<u>46</u>	BUT	065-530-038-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954
<input checked="" type="checkbox"/>	<u>47</u>	BUT	065-530-047-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954
<input checked="" type="checkbox"/>	<u>48</u>	BUT	066-010-024-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954
<input checked="" type="checkbox"/>	<u>49</u>	BUT	066-440-014-000	PARADISE IRRIGATION DISTRICT	MAGALIA CA 95954



Produced by the U.S. Geological Survey
Revised by the U.S. Forest Service
Control by USGS and NOS/NOAA
Compiled from aerial photographs taken 1973. Revised from aerial photographs taken 1993. Partial field check by U.S. Forest Service 1994
North American Datum of 1927 (NAD 27). Projection and 10 000-foot ticks: California coordinate system, zone 2 (Lambert conformal conic)
Blue 1000-meter Universal Transverse Mercator ticks, zone 10
North American Datum of 1983 (NAD 83) is shown by dashed corner ticks
The values of the shift between NAD 27 and NAD 83 for 7.5-minute intersections are obtainable from National Geodetic Survey NADCON software
Non-National Forest System lands within the National Forest Inholdings may exist in other National or State reservations
This map is not a legal land title or ownership document. Public lands are subject to change and leasing, and may have access restrictions; check with local offices. Obtain permission before entering private lands



HIGHWAYS AND ROADS

Interstate		Primary highway	
U. S.		Secondary highway	
State		Light-duty road	
County		National Forest, suitable for passenger cars	
National Forest, suitable for high clearance vehicles		National Forest Trail	

Composition:

Unspecified	
Paved	
Gravel	
Dirt	
Unimproved; 4 wheel drive	
Trail	
Gate; Barrier	

PARADISE EAST, CA
1994
DMA 1663 I SE - SERIES V895



THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U.S. GEOLOGICAL SURVEY
DENVER, COLORADO 80225
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

Paradise Irrigation District

Lakes and Reservoirs and Adjoining Facilities



Serving since 1916

Paradise Lake Operation Hours:
 Located on Lucretia Rd. at Pay to Park Area

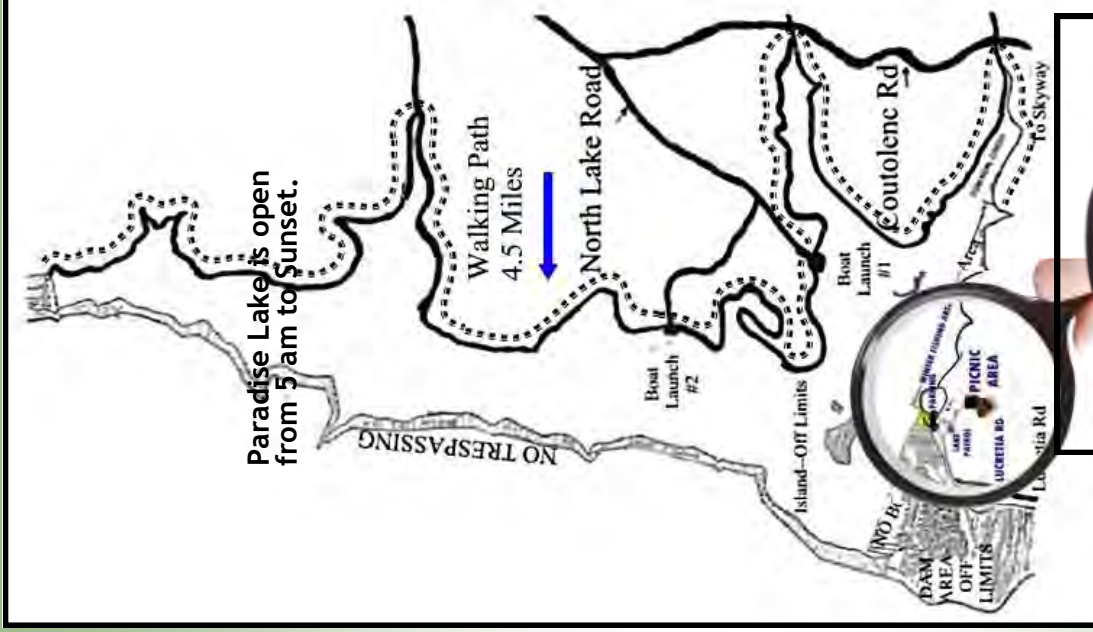
**Paradise Lake is open from 5 am to Sunset,
 Friday Through Monday**

(Closed Tuesday, Wednesday, & Thursday
 for Maintenance)

This facility is available to all without discrimination.

6332 CLARK RD, PARADISE
 BUSINESS OFFICE—(530) 877-4971
 Fax: (530) 876-0483
 www.pidwater.com

This facility is operated under a special use permit issued by the US Forest Service, Plumas National Forest.



Save a Can/ Buy a Fish - This recycling program promotes recycling while helping to increase the fish habitat at Paradise Lake. Aluminum can containers are located in several areas throughout the lake, including the parking lot and picnic area.

Recyclables Drop-off locations:

PID Office: 6332 Clark Road
 Northern Recycling & Waste Services: 920 American Way

Paradise Lake is one of two reservoirs which stores water for our community. It is a source of public water supply; therefore, it is strictly regulated. It covers an area of 244 acres and is surrounded by beautiful wooded land and has a shoreline of 7.5 miles. Its function is to store raw water for our community of Paradise. It holds approximately 11,500 acre feet of water. It is our only reservoir that allows fishing and recreation. Magalia Reservoir is located on Little Butte Creek downstream from Paradise Lake and does not allow fishing or recreation. Paradise Dam separates the two reservoirs.

LOCK YOUR VEHICLE. Paradise Irrigation District is NOT RESPONSIBLE for theft of, or damage to, any vehicle or any article left in the same.

For the purpose of permitting the public to enjoy recreational facilities of the Paradise Irrigation District, and in order to extend the privilege to all upon a fair and equitable basis, and at the same time to ensure that the use of the recreational facilities does not detract from the primary objective of the District, that of supplying safe, pure and wholesome water to the District water consumers, and to further ensure the safety of District property, recreation privileges will be in accordance with the following regulations:

Required Permits

Use Fees (effective 01/01/2013)

Annual / Seasonal Fees	
Parking	\$20.00
Parking PID Customer (available at PID office only)	\$15.00
Boating (Parking Included)	\$40.00
Additional Single-Occupancy Vessels	\$20.00

Annual / Seasonal Passes available from lake patrol personnel or at District office at 6332 Clark Rd. Paradise, CA.

Day-Use Fees

Parking	\$3.00
Boating (Parking Included)	\$10.00
Additional Single-Occupancy Vessels	\$5.00

Available onsite at Pay to Park stations located at Paradise Lake. Parking Pass entitles holder to daily use of Paradise Lake Recreational Facilities. Permits are not exchangeable. Group rates for single occupancy boating and parking are available to officially recognized groups; see Lake Patrol.

Picnic Reservation Area Fee (max 100 persons)

1-25 Persons	— \$30.00
26-50 Persons	— \$50.00
51-100 Persons	— \$100.00
Gazebo	— \$100.00

For more information regarding reserving the group reservation or gazebo area, serving alcohol, required deposits, etc. please call PID at (530) 877-4971.

GENERAL REGULATIONS:

- No person shall by any means foul or pollute the water of Paradise Lake or any adjoining District property.
- All vehicles parking with the intent of using Paradise Lake Recreation Facilities (fishing, biking, walking, picnicking, etc.) are required to purchase either a yearly or daily parking pass that must be displayed in driver's side windshield of vehicle.
- Wading, bathing, or swimming in the Lake is strictly prohibited.
- NO DOGS ALLOWED, EVEN ON LEASHES
- No fires allowed, except in barbecue grills provided in picnic area.
- Hunting or carrying weapons on premises is prohibited.
- No overnight camping on PID property.
- All recreational facilities not otherwise specified, are open at 5 am and close at sunset, and are closed every Tuesday, Wednesday, and Thursday.

BOATING REGULATIONS:

- Only approved row boats, sailboats, canoes, kayaks, & inflatable boats are allowed. Electric trolling motors are allowed. No motor boats, rafts, inner tubes, paddle-boards, float tubes, inflatable devices other than as herein approved, or floating devices of any kind may be used. Inflatable boats shall have at least two (2) perimeter air chambers, excluding the floor and weight carried shall conform to the manufacturer's recommendation, which shall be permanently and legibly displayed on the craft in a visible location. Personal Pontoon boats are permitted with the following conditions: No fins allowed within thirty (30) feet of the shoreline. Sealed waders in good condition shall be worn at all times (NO BODY CONTACT).
- All boats will be inspected for safety and cleanliness by PID at the time of registration. A daily boat permit shall be purchased at the pay-to-park station, or from District Lake Patrol personnel. A yearly boat/parking permit can be purchased at the District office or Lake Patrol personnel.
- Boating will be permitted during daylight hours between sunrise and sunset. All boats must be off PID property before sunset.
- All boats must be registered to the extent local, County, or state laws require.
- All boats shall conform to USCG boating regulations and shall be equipped with USCG approved flotation devices - one for each occupant. Boat occupants are encouraged to wear a flotation device at all times while on the water. Minor children shall wear flotation devices as required by USCG boating regulations. Minor children aged 12-17 shall wear a flotation device if not accompanied by an adult.
- Each boat shall be equipped with a litter bag.
- Reckless or negligent boat handling will not be permitted.
- Vehicle parking and launching of boats or canoes will be allowed only in areas posted for this purpose. Boat launching from vehicles or trailers is allowed, provided the vehicle or trailer does not enter water to avoid contributing biological, chemical, or other contaminants in the water.
- Each child under the age of 16 is allowed to operate a single person vessel at no charge when accompanied by an adult operating a paid vessel.

Any violation of these rules and regulations will subject the violator to any and all penalties, fines, or remedies available to Paradise Irrigation District including, without limitation, immediate forfeiture of any annual/seasonal/daily permits held by the violator, immediate removal from lake facilities, prosecution of violators in accordance with the civil and criminal laws of the State of California, and/or other remedies available at law AS AMENDED BY THE BOARD OF DIRECTORS. - MARCH 1, 2015 (Revised July 2019)

- Picnicking allowed in picnic area only.
- Minors less than 12 years of age must be accompanied by an adult provided, however, that each adult shall not accompany more than three such minors.
- Automobiles or other vehicles must be parked at places designated as parking areas.
- Horses and off-road vehicles are prohibited.
- The picking of ferns or shrubs, or defacing or damaging of trees or other vegetation is prohibited.
- Permitted area is located on the Plumas National Forest facility and is operated on a non-discriminatory basis.
- Paradise dam and any other posted restricted areas are OFF LIMITS. NO FISHING OR TRESPASSING WILL BE ALLOWED ON THE WEST SIDE OF THE LAKE. FOOT TRAFFIC AND LANDING OR LAUNCHING OF BOATS IS PROHIBITED IN THIS AREA.
- Magalia Dam and Reservoir and that portion of Little Butte Creek adjoining said Dam and Reservoir to Paradise Lake are OFF LIMITS. FISHING, BOATING, AND TRESPASSING OF ANY TYPE WILL NOT BE ALLOWED AT SUCH LOCATIONS.
- Paradise Irrigation District Lakes and Reservoirs and Adjoining Facilities are patrolled by District personnel who shall enforce the foregoing rules and issue such further instructions as may be necessary to fully protect the purposes of this program. Any violation of instructions issued by District personnel pursuant to this regulation shall constitute a violation of these Rules and Regulations and the application of penalties, fines or remedies explained in these regulations.

FISHING REGULATIONS:

- All Fishing Laws & Limits will be the same as governed by the Fish & Game laws of the State of California.
- A valid State of California fishing license is required of all ages 16 years and over.
- No fish shall be cleaned in or near the reservoir, or on any District property.
- Use of Minnows for bait is prohibited, as is such use of Fish taken from the lake.
- No frogging.
- An individual, who is physically disabled and has a handicap license plate or placard, is not charged to park. Handicapped parking area and wheel chair ramp are located in main parking lot off of Lucretia Road.
- Passes or Permits must be shown to the Lake Patrolman or authorized assistants upon demand.
- Any posted NO FISHING areas are OFF LIMITS.

Staff Report**April 8, 2020**

DATE: 4/3/2020
TO: PRPD Board of Directors (BOD)
FROM: Dan Efseaff, District Manager
SUBJECT: LAFCO Service Extension Request
Paradise Lake

Report in Brief:

The Paradise Recreation and Park District (District) is developing new programs for Paradise Lake. In addition, if the District approves the lease agreement with Paradise Irrigation District to assume operations at the Paradise Lake, the District will manage property and operate programs that is currently outside of the District. Because this facility is out of the District's current jurisdictional boundaries, the District is seeking approval from the Butte Local Agency Formation Commission for an extraterritorial service extension and potential inclusion in the District for future boundary changes.

Recommendation: *Authorize the Board Chairperson to sign the letter to LAFCO requesting an Extraterritorial Service Extension for Paradise Lake operations.*

Attachment: Request to LAFCO for extraterritorial service extension

O:\BOD\BOD_Meetings\2019\19.0212\BOD.Staff.Report.LAFCO.docx
4/3/2020



Paradise Recreation & Park District

6626 Skyway
Paradise, CA 95969
Email: info@ParadisePRPD.com

Phone: 530-872-6393
Fax: 530-872-8619
Website: www.ParadisePRPD.com

April 3, 2020

Butte Local Agency Formation Commission
1453 Downer Street
Oroville, CA

Attention : Steve Lucas, Executive Director

Dear Mr Lucas,

Please accept this letter as a request for an extraterritorial service extension allowing the Paradise Recreation and Park District to conduct lake operations and District programming beyond its jurisdictional boundaries; specifically at Paradise Lake owned by Paradise Irrigation District.

The affects of the Camp Fire has created an undue hardship on Paradise Irrigation District as they continue to work to provide potable water to their consumers. Paradise Irrigation District and Paradise Recreation and Park District have agreed to allow the Recreation District to assume lake operations and it is the District's desire to expand our programming at this facility.

At the April 8, 2020 regularly scheduled Paradise Recreation and Park District Board of Directors meeting, the Board took action to approve this request and authorized the Board Chairperson to sign this letter on behalf of the District.

Respectfully submitted,

Al McGreehan
Board Chairperson

/cc

Attachments: Paradise Irrigation District Lake Operations Agreement

O:\Outreach\Organizations\LAFCO\EXTRATERRITORIAL SERVICE EXTENSION 2020\Service Extension Request_Paradise Lake_2020.docx



BUTTE LOCAL AGENCY FORMATION COMMISSION

1453 Downer Street, Suite C • Oroville, California 95965-4950
 (530)538-7784 • Fax (530)538-2847 • www.buttelafco.org

TO: Butte County Special Districts
 Butte County Special District Association

FROM: Jill Broderson, Management Analyst

SUBJECT: Nomination Results for Special District **Alternate** "Enterprise or Non-Enterprise" Member

DATE: March 11, 2020

Nominations Requested

On January 9, 2020, the Butte Local Agency Formation Commission called for nominations for:

- One (1) Special District **Alternate "Enterprise or Non-Enterprise"** Member.

The seat was most recently held by Al McGreehan from the Paradise Recreation and Park District. In September 2019, Mr. McGreehan was elected to the Special District Regular "Non-Enterprise" seat on the Commission; therefore, the **Alternate** seat is vacant mid-term with a remaining term to expire in May 31, 2021.

Nominations Received

The nomination period closed on Tuesday, March 10, 2020. The following two nominations were received:

- Larry Bradley, Director, Durham Recreation & Park District ("Non-Enterprise").
- Tom Lando, Director, Chico Area Recreation & Park District ("Non-Enterprise").
- Aimee Raymond, Director, Rock Creek Reclamation District ("Non-Enterprise").

Therefore, the Butte Local Agency Formation Commission is conducting an election for:

- One (1) Special District **Alternate "Enterprise or Non-Enterprise"** Member; and

The remaining term for the vacated seat will May 31, 2021.

PLEASE NOTE:

1. The nominee with the highest total number of votes will be deemed the **Alternate "Enterprise or Non-Enterprise" Member**.
2. Should the elected nominee decline the position or be unable to serve, the nominee with the next highest vote count will advance to the seat.

Butte County Special Districts
 Butte County Special District Association
 March 11, 2020
 Page 2

Instructions:

1. Votes shall be made by official action of the Districts’ Board of Directors.
2. Ballots shall be certified by the signature of the Chair, or an alternate District Board Member chosen by the Districts’ Board for the purpose of signing the attached ballot AND counter-signed by the Districts’ General Manager/Secretary of Board.
3. Ballots shall be returned no later than **4:00 p.m. on Thursday, April 30, 2020**. Ballots postmarked after the closing date will not be accepted.
4. Districts may submit their ballots one of the following ways:

Hand Delivered	Electronic Mail	Certified Mail
Stephen Lucas Executive Officer Butte LAFCO 1453 Downer Street, Suite C Oroville, CA 95965	slucas@buttecounty.net	Stephen Lucas Executive Officer Butte LAFCO 1453 Downer Street, Suite C Oroville, CA 95965

5. District ballots returned by electronic mail shall be scanned copies of the original signed certified ballot.
6. If you do not have a District Board meeting scheduled within this time frame, a special meeting shall be scheduled in order to submit a valid ballot.

In order for the election to be valid, a quorum (21) of districts must complete and return their ballots. Otherwise, the process will repeat until such time we receive ballots from a majority of the districts. This is an important ballot, as your Special District LAFCO Commissioner will be making decisions on budget issues, policies and projects that may have a direct impact on your district. Please participate in this election and submit your vote.

Should you have any questions, please feel free to contact Jill Broderson, Management Analyst at your convenience.

Attachment



BUTTE LOCAL AGENCY FORMATION COMMISSION
1453 Downer Street, Suite C
Oroville, CA 95965 – (530) 538-7784

2020 ELECTION BALLOT

Special District *Alternate "Enterprise or Non-Enterprise" Member*

There are three (3) nominations for the Special District **Alternate** "Enterprise or Non-Enterprise" Member position. Please vote for **one** (1) nominee by marking the corresponding box. You may also vote for a write-in candidate.

- Larry Bradley – Durham Recreation & Park District
- Tom Lando – Chico Area Recreation & Park District
- Aimee Raymond – Rock Creek Reclamation District

*(Write in Candidate)**(Name of District)*

PLEASE NOTE:

- 1. The nominee with the highest total number of votes will be deemed the *Alternate "Enterprise or Non-Enterprise" Member.***
- 2. Should the elected nominee decline the position or be unable to serve, the nominee with the next highest vote count will advance to the seat.**

Certification of Ballot

District Board Chair or Designee

Paradise Recreation and Park District

District

District Manager/Secretary of the Board

Date



Paradise Recreation & Park District

6626 Skyway
Paradise, CA 95969
Email: info@ParadisePRPD.com

Phone: 530-872-6393
Fax: 530-872-8619
Website: www.ParadisePRPD.com

RESOLUTION #20-04-1-478

RESOLUTION OF THE PARADISE RECREATION AND PARK DISTRICT BOARD OF DIRECTORS NOMINATING AL MCGREEHAN AS A CANDIDATE TO SERVE AS THE CHIEF FINANCIAL OFFICER OF THE CALIFORNIA ASSOCIATION OF RECREATION AND PARK DISTRICTS [CARPD] BOARD OF DIRECTORS

WHEREAS, the Paradise Recreation and Park District Board of Directors would like to nominate Al McGreehan as a candidate to serve as the Chief Financial Officer of the Board of Directors of the California Association of Recreation and Park Districts [CARPD]; and

WHEREAS, if selected, understand that the term of office is two years and that there will be approximately six meetings per year; and

WHEREAS, understand that CARPD will cover cost related travel, lodging and meals related to CARPD meetings; and

WHEREAS, the Paradise Recreation and Park District Board of Directors desires that Al McGreehan be approved as a representative of the Paradise Recreation and Park District on the CARPD Board of Directors and to serve as such as part of his capacity as an employee of the Paradise Recreation and Park District under the scope of his required duties.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Paradise Recreation and Park District nominate Al McGreehan as a candidate to serve as the Chief Financial Officer of the Board of Directors of the California Association of Recreation and Park Districts [CARPD], and that the term of office is two years and that there is approximately six meetings per year, and that CARPD will cover the cost for travel, lodging and meals relating to CARPD meetings.

FURTHERMORE BE IT RESOLVED, that the Paradise Recreation and Park District Board of Directors desires that Al McGreehan is hereby approved as a representative of the Paradise Recreation and Park District on the California Association of Recreation and Park Districts [CARPD] Board of Directors and to serve as such as part of his capacity as an employee of the Paradise Recreation and Park District under the scope of his required duties.

PRPD Board of Directors
Resolution #20-04-1-478
Page -2-

PASSED AND ADOPTED by the Paradise Recreation and Park District Board of Directors on the 8th day of April 2020 by the following vote:

AYES: _____ NOES: _____ ABSTAIN: _____ ABSENT: _____

Robert Anderson, Vice Chairperson

Julie Van Roekel, Secretary



March 27, 2020

TO: CARPD Member Districts
 FROM: Matthew Duarte, Executive Director
 SUBJECT: 2020 SLATE OF BOARD OFFICERS

Hello CARPD Members! The CARPD Conference in South Lake Tahoe, California is rapidly approaching and, with it, the annual CARPD General Membership Meeting. Every year during the General Membership Meeting, the CARPD Board of Directors Election is conducted with the membership. This year, the election is scheduled to take place at approximately 9:00a.m. on May 28, 2020 at the Conference in the Lake Tahoe Resort Hotel in South Lake Tahoe, California.

In accordance with CARPD Association Bylaws, **CARPD is soliciting any qualified candidates interested in serving on the CARPD Board of Directors.** Nominees must be individuals affiliated (as Board of Directors, employees or otherwise) with active members in good standing.

Furthermore, pursuant to CARPD Association Bylaws at Article 5, subsection 6, the CARPD Nominations Committee has submitted the following slate of candidates for the open Board positions:

CARPD 2020 Slate of Board Members

President – Elect Nick Schouten, Valley-Wide Recreation & Park District

Chief Financial Officer Al McGreehan, Paradise Recreation & Park District

Director at Large **Two Positions to be Elected:**

(Even Year) David Furst, Livermore Area Recreation & Park District

Mark Johnson, Rancho Simi Recreation & Park District

Administrator Representative **One Administrator Position to be Elected:**

(Even Year)

Stephen Fraher, Arcade Creek Recreation & Park District

In addition to the slate identified by the Nominating Committee, Member Districts may also nominate one of its board members as a CARPD Officer of Director-at-Large, or its General Manager, Assistant General Manager or Chief Administrative Officer, as an Administrator, by submitting a letter and a copy of a board resolution supporting such nomination to CARPD prior to the annual meeting.

Any Member District wishing to submit a nomination should submit a letter of nomination and a copy of its Board Resolution supporting the nomination directly to the CARPD office located at 6341 Auburn Boulevard, Suite A, Citrus Heights, CA 95621. To be sure a nominee is included on the ballot, the letter and resolution must be received no later than close of business on **Friday, May 22, 2020**. Email submissions are preferred and may be sent directly to Matthew Duarte at mduarte@capri-jpa.org.

Finally, any qualified candidate may be nominated from the floor at the election and, if elected, provide the President with a resolution from the member district's board endorsing the nominee to serve on the corporation's Board of Directors not later than sixty (60) days after the annual meeting. The candidate will not commence into office unless and until such time as the resolution is presented to the corporation's Board of Directors.

If you have any questions regarding the election or its procedures, please feel free to contact me at (916) 722-5550.

Sincerely,

A handwritten signature in blue ink that reads "Matthew Duarte". The signature is written in a cursive style with a large initial "M".

Matthew Duarte
Executive Director

CARPD Board of Directors

2020 Election

Each year during the CARPD General Membership Meeting, the CARPD Board of Directors Election is conducted with the membership at large. This year's Election will take place at:

May 28, 2020 @ 9:00 a.m.

Lake Tahoe Resort Hotel
4130 Lake Tahoe Blvd.
South Lake Tahoe, CA 96150



Board Responsibilities

The CARPD Board of Directors is the governing body responsible for all policy decisions related to support, education, member services, outreach, and advocacy to recreation and park districts throughout California. The CARPD Board of Directors generally meets 4-5 times per year at the CAPRI Office in Citrus Heights and at the Annual CARPD conference.

Board Positions

The CARPD Board of Directors is comprised of *eleven* Directors that oversee the operations of the organization and provide direction to the Executive Director. This year, there are *five* positions up for election: (1) President-Elect, (2) Chief Financial Officer, (3) Director at Large, (4) Director-at-Large, and (5) Administrator.

Board Qualifications

In order to be qualified for service on the Board, candidates must either be members of the Board of Directors of a CARPD member or "Administrators" employed as General Manager, Assistant General Manager, or Chief Administrative Officer of a CARPD member. For more information on candidate qualifications, please contact Executive Director, Matthew Duarte.

Submit Nominations to

CARPD
6341 Auburn Blvd., Suite A
Citrus Heights, CA 95621

Or by email (preferred)
Matthew Duarte
Email: mduarte@capri-jpa.org

Staff Report

April 8, 2020



DATE: 4/1/2020
 TO: Board of Directors
 FROM: Kristi Sweeney, Assistant District Manager
 Dan Efseaff, District Manager
 SUBJECT: FEMA Community Disaster Loan Program

Summary

Starting in fall 2019, Staff have explored the Community Disaster Loan (CDL) program with the Federal Emergency Management Agency (FEMA). The program provides low-interest five-year operating loans to qualifying local government agencies within declared disaster zones. During the term of the loan, the FEMA CDL Program Manager conducts reviews and evaluates whether the agency may qualify for loan forgiveness or repayment. While currently, the State of California is providing a tax revenue backfill this will expire in 2022. In addition, program income for the District has dramatically fallen without any reimbursement. Loan funds will allow the District to maintain capacity while these programs are restarted.

Recommendation: 1) Authorize the District Manager to enter into the FEMA Community Disaster Loan program, and 2) approve Resolution (#20-04-2-479) collateral agreement to ensure the District's ability to provide continuity of service and operations thereby ensuring financial recovery of the District.

1. Background

The Community Disaster Loan (CDL) is a program under FEMA that provides financial assistance to local government agencies located in Presidentially declared disaster zones. Agencies must demonstrate a substantial revenue loss due to the disaster and then qualify for extremely low interest loans for a five-year term. Information about the program is provided (Attachments A, B, and C).

The loans must be used to finance operations only and cannot be used for non-Federal cost share, nor capital improvement projects. The loans are drawn as needed for 3-month increments, similar to a line of credit. If authorized and approved, the FEMA CDL Program Manager would conduct an annual review of an agency's audited financial statements to ensure CDL funds are used in accordance with program guidelines and to assess the ability to repay the loan at the end of the 5-year term. If an agency demonstrates a cumulative 3-year operating deficit following the disaster and associates the deficit with a disaster-related loss in revenue or unreimbursed related expenditures; part or all of the loan may be forgiven.

In Fall 2019 staff identified options available to the District to maintain continuity of operations once the State backfill of lost property tax revenues ended in FY 2022. On October 31, 2019 staff had an intake interview with a FEMA CDL Program Manager via teleconference to discuss details of the FEMA Community Disaster Loan (CDL) program. FEMA's CDL program helps to bridge funding gaps after a substantial revenue loss due to disaster, which enables local governments to continue providing municipal services to their communities. The District decided to explore the CDL program further after participating in the intake interview on October 31 and was assigned a program analyst. The analyst guided staff through a "Qualifications Analysis" project, which included:

- Historical data review (3 FY pre-disaster) to project trend forward (3 FY post-disaster)
- Identify disaster related effects to revenues
- Forecast post-disaster revenues
- Compare forecast with trend

During the loan exploration process, the FEMA CDL Analyst determined the District could apply for up to \$521,589 in Community Disaster Loan funds, which is limited by the CDL Regulations' maximum cap of 25% of the District's Annual Expenditure Budget for the year of the disaster (FY 2019). In review of the materials, the CDL analyst concluded that,

"Due to disaster-related revenue losses, Paradise Recreation & Park District appears eligible for a \$521,589 Community Disaster Loan. The amount of loan is based on the lesser of their projected revenue losses (and UDRE, if applicable) in the fiscal year of the disaster (FY 2019) and three subsequent years (FY 2020-FY 2022) or 25% of their adopted operating budget in the fiscal year of the disaster, up to \$5 million. For this analysis, the loan amount will be limited to the CDL Regulations' maximum cap of 25% of the district's

Annual Expenditure Budget in the year of the disaster (FY 2019), even though projected revenue losses for the fiscal year of the disaster and the following three full fiscal years is higher than this amount.

If the Board authorizes the District Manager to proceed with the formal application phase of the FEMA CDL program implementation process, the PRPD Board of Directors must consent to approve a collateral agreement. Acceptable collateral for FEMA is future revenues fewer prior commitments.

2. Fiscal Impact

Currently, borrowing rates are at historic lows. Though the actual interest rate will be determined once the District is officially authorized to borrow funds through the FEMA CDL program (approximately a 2-month process post Board approval), current rates this month range between 0.49%-0.88%. This may allow the District to utilize funds for maintaining operations or to reserve District funds for future expenditures. By way of comparison, funds currently in reserve at District's 5-Star Bank account earns interest at a rate of about 1.5%.

CDL loans are 5-year term loans but can be extended by an additional 5-year term if approved by FEMA. Interest begins to accrue if/when funding is drawn. Since the loan is a line of credit, the loan will not begin to accrue interest if the District does not request a disbursement from the credit line. Any payments apply to interest first, then principal.

If the District is able to demonstrate that it had a cumulative 3-year operating break-even or profit following the disaster then loan payments will be due upon maturity of the loan (year 5 of the life of the loan). If the District demonstrates a 3-year operating loss as a result of the disaster (FY 19, 20 and 21) then the loan will be canceled in part or entirely forgiven, depending on the size of the deficit as compared to the size of the loan disbursed to the District.

The obligations appear to present a low-risk opportunity. The 5-year term will help cushion lost revenues. CDL funds could help to ensure financial solvency, continuity of service, and develop new revenue options.

If the recovery of tax and program revenue proceeds slowly over the next three years (and with the specter of financial challenges associated with the COVID-19 pandemic) any of the line of credit used may be partially or completely forgiven within 3-years of the Disaster.

If the recovery proceeds quickly or the District cuts costs, the District will be in a solid position to fully repay the loan and interest in year 5.

3. Discussion

Historically the District has been risk-adverse to debt, instead using an equity-only based financial strategy. Revenue growth provided a sustainable financial model, allowing the District to maintain parks, programs and facilities at the pace of growth and housing value of the community and allowing for limited growth through grant funding when available. The risk of using a pay as you go model now, however (revenue and grant funding-only) would limit the development of new revenue streams that may support the District's long-term financial solvency.

Careful use of debt financing through the FEMA CDL program will provide funds for operating capital, development of new programs, and potentially reserving funds (in interest bearing accounts) for future expenditures. This allows the District a low-risk, extremely low-cost approach to develop new programs that may provide more diversified income in the long-run.

Attachments:

- A. Resolution #20-04-2-479
- B. What is Community Disaster Loan_FactSheet.pdf.
- C. Community Disaster Loan Implementation Process_FINAL.PDF
- D. Community Disaster Loan Cancellation Fact Sheet.pdf



Paradise Recreation & Park District

6626 Skyway
Paradise, CA 95969
Email: info@ParadisePRPD.com

Phone: 530-872-6393
Fax: 530-872-8619
Website: www.ParadisePRPD.com

RESOLUTION #20-04-2-479

RESOLUTION OF THE BOARD OF DIRECTORS OF THE PARADISE RECREATION AND PARK DISTRICT (1) AUTHORIZING DISTRICT MANAGER TO ENTER INTO FEMA COMMUNITY DISASTER LOAN PROGRAM; AND (2) APPROVE COLLATERAL AGREEMENT

WHEREAS, Paradise Recreation and Park District (PRPD, District) has been preliminarily approved to participate in the FEMA Community Disaster Loan program; and

WHEREAS, the Board of Directors of the Paradise Recreation and Park District would like to ensure continuity of District operations to ensure long-term financial recovery of the District post Camp Fire.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Paradise Recreation and Park District (1) authorize the District Manager to enter into the FEMA Community Disaster Loan program; and (2) approve collateral agreement to ensure the District's ability to provide continuity of service and operations thereby ensuring financial recovery of the District.

PASSED AND ADOPTED by the Board of Directors of the Paradise Recreation and Park District on the 8th day of April 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Al McGreehan, Chairperson

Julie Van Roekel, Secretary



FEMA

Fact Sheet

Public Assistance

What is the Community Disaster Loan (CDL) Program?

The CDL Program provides operational funding to help local governments that have incurred a significant loss in revenue, due to a major disaster, that has or will adversely affect their ability to provide essential municipal services.

The Stafford Act authorizes FEMA to provide direct loans to local governments who have suffered a substantial loss, as a result of a major presidentially declared disaster, and can demonstrate a need for Federal financial assistance in order to perform its governmental functions. 44 CFR §206.361(a).

To qualify for a CDL the Applicant / local government must:

- Be located in the presidentially declared disaster area, and the disaster must have adversely affected the level of essential municipal services previously provided. 44 CFR §206.363(b)(2)
- Be able to show a substantial loss (greater than 5%) of tax and other revenues for the current or succeeding year as a result of a major disaster. 44 CFR §206.363(b)(2)
- Not be in arrears with respect to any payments due on previous loans
- Ensure State law doesn't prohibit local governments from incurring indebtedness resulting from a federal loan. 44 CFR §206.363(a)(1)

FEMA will help guide CDL Applicants by:

- Explaining the requirements and provide technical assistance to expedite the application and approval process.
- Performing financial qualification analysis to determine how much the Applicant can qualify for (up to \$5M)
- Helping the local government meet all applicable deadlines

Apply for a CDL:

- To initiate the process, the Governor's Authorized Representative shall request activation of CDL Program for the specific disaster(s). Please contact the CDL Program Manager, Martha Castro, at Martha.Castro@fema.dhs.gov.

Frequently Asked Questions

What can the CDL funds be used for?

- Funds must be used to carry on existing essential municipal services or to expand such essential functions to meet disaster-related needs. 44CFR §206.361(f).

How long is a local community eligible for a CDL?

- The deadline to apply for a CDL is determined from the end of the incident period through the end of the following fiscal year (FY).

What's the limit on the dollar amount of a CDL?

- Loan amounts cannot exceed:
 - the cumulative est. revenue loss for the FY of the disaster and the subsequent three FYs; or
 - 25% of the approved operating budget expenditures of the local government for the FY in which the disaster occurred; or
 - the \$5,000,000 loan cap
- If the estimated revenue loss for the FY of the disaster is at least 75% of the local government's operating budget for that FY, the loan may be 50% of the local government's operating budget for the FY of the disaster but shall not exceed \$5 million.

What is the term of the loan?

- The term of the loan is five years, and can be extended to ten years, with an Applicant selected payment schedule. 44 CFR §206.361(e)
- The interest rate for the five-year maturities are determined by the Secretary of the Treasury on the date the promissory note is executed by FEMA, adjusted to the nearest 1/8th percent. 44 CFR §206.361(c).



FEMA

Fact Sheet

Public Assistance

The Community Disaster Loan (CDL) Implementation Process

The CDL Implementation Process occurs in three distinct phases:

- 1) Application 2) Maintenance 3) Cancellation

FEMA's CDL Program Team will help guide potential applicant bridge the funding gap in order for those local governments to continue providing municipal services after a substantial revenue loss due to disaster.

1. Application

- To initiate the process, the Governor's Authorized Representative (GAR) shall request activation of the CDL Program for the specific disaster(s).
- Once the FEMA CDL Program is activated the CDL Team performs outreach by visiting the potential Applicants, informing them of the federal requirements and documentation needed for qualification for a CDL.

Intake Meeting

- At this meeting the FEMA CDL Team sits down one-on-one with the potential Applicant to answer any initial questions and explain the required documentation required to perform the qualifications analysis.
- Required Financial Documentation to determine CDL qualification include:
 - Operating budget for FY of disaster and/or the following FY
 - Pertinent statutes, ordinances, or regulations prescribing the local governmental budgeting, accounting, and financial reporting systems (including descriptions of each fund)
 - Official financial statements for three FYs prior to the FY of the disaster and the most recent interim financial statement
 - Post disaster projected revenues for the year of the disaster and the three FYs post-disaster, with narrative of assumptions
 - Description of revenue sources that are part of the core operating business of the government
 - Tax assessment info including assessment dates and the dates payments are due

Qualifications Analysis

- FEMA Analysts will review all financial documentation to determine if the potential Applicant experienced a substantial loss
 - Local governments must show a substantial loss (greater than 5%) of tax and other revenues for the current or succeeding year as a result of a major disaster. 44 CFR §206.363(b)(2)
 - Loan amounts (Stafford Act Section 417(b)) shall not exceed \$5,000,000 and are based on:
 - the cumulative estimated revenue loss for the fiscal year of the disaster and the subsequent three fiscal years; or
 - 25% of the approved operating budget expenditures of the local government for the fiscal year in which the disaster occurred; or
 - If the estimated revenue loss for the fiscal year of the disaster is at least 75% of the local government's operating budget for that fiscal year, the loan may be 50% of the local government's operating budget for the fiscal year of the disaster, up to \$5,000,000.
 - Capital outlays and debt service (interest and principal) for capital items will be excluded in the calculation of the applicant's operating budget. 44 CFR §206.364(b)(2)
- If the Applicant is qualified and obtains consent from their governing body the Analyst sends the Applicant the formal application documentation

Formal Documentation/Application

- Once the application is fully compliant, approved, and signed, FEMA will execute a promissory note to the applicant co-signed by the state. If the state cannot legally co-sign the note, the local government must pledge collateral security. Funds will be dispersed in accordance with the terms of the note. 44 CFR §206.364(d)(2)

2. Maintenance

- In accordance with Federal Regulation to perform maintenance on the loan, the CDL Team will request the Applicant to provide audited financial statements at year two and three of the loan, and for every disbursement request thereafter. This information allows the CDL Analysts to ensure that the Applicants are still in need of the requested funds and have the proper accounting records to account for loan funds received. 44 CFR §206.365

3. Cancellation

- If an applicant can demonstrate that it had a cumulative 3-year operating deficit following the disaster and associate that deficit with a disaster related loss in revenue or unreimbursed disaster related expenditures (UDRE), the Stafford Act (44 CFR §206.366(a) through 366(d)) authorizes FEMA to cancel part or all of a CDL
- If the deficit exceeds the loan amount, the applicant can potentially qualify to have the entire loan cancelled. If the deficit is less than the loan amount, the applicant can potentially qualify to have the loan partially cancelled up to the deficit amount.
 - Capital outlays, debt service (interest and principal), and loan proceeds will be excluded in the cancellation analysis.
- Governments that do not qualify for cancellation must repay the loan according to terms set forth in the promissory note.
- The term of the loan can be extended to a total of ten years, with the applicant selecting the payment schedule. Interest on the loan will continue to accrue until the loan is fully repaid.
- FEMA will execute the cancellation request form to officially cancel any qualifying loan principal and associated interest.
- FEMA will provide technical assistance to expedite the analysis and cancellation process.
- Local governments may appeal FEMA's cancellation decision within 60 days of the determination to the Associate Director for the Disaster Assistance Directorate.
- To initiate the process, the local government should contact the GAR and request an evaluation for loan cancellation.

For additional information please contact the CDL Program Manager, Martha Castro, at Martha.Castro@fema.dhs.gov.

“FEMA’s mission is to support our citizens and first responders to ensure that as a nation we work together to build, sustain, and improve our capability to prepare for, protect against, respond to, recover from, and mitigate all hazards.”



FEMA

Fact Sheet

Public Assistance

Community Disaster Loan (CDL) Cancellations

If a borrower can demonstrate that they have a cumulative 3-year operating deficit following the disaster and associate that deficit with a disaster-related loss in revenue, including unreimbursed disaster-related expenditures (UDRE), they can have all or part of the loan cancelled, along with the related interest. 44 CFR §206.366

Qualifying for a CDL:

- To initiate the process, the borrower must submit a cancellation request to the Governor's Authorized Representative (GAR).
- The CDL recipient (borrower) must provide all required documentation to FEMA.
- There must be a cumulative three-year operating deficit associated to a disaster-related loss in revenue, including increase in operating expenditures due to unreimbursed disaster-related expenses.
- FEMA will assist the borrower in submission of the Federal Application for Loan Cancellation (Form 009-0-15).

Cancellation Analysis

1. FEMA will analyze the audited financial statements of the borrower for the three years following the disaster by:
 - Comparing operating revenues and operating expenditures for the three years following the disaster, minus any non-operating revenues and non-operating expenditures, to produce a three-year cumulative operating surplus or deficit.
 - If a cumulative three-year deficit is calculated comparing actual operating revenues and actual operating expenditures, a *revenue analysis* occurs to perform a second calculation.
2. The revenue analysis helps compare pre-disaster baseline revenues, as calculated in the original loan application process, against actual operating revenues from the audited financial statements to determine if a three-year cumulative revenue loss exists.

FEMA Makes Final Determination

- If the calculations result in a deficit and a loss, the lesser of the two is used to either partially or fully cancel the CDL.
- If a cumulative operating surplus exists in the first calculation, no amount is cancelled.
- Governments that do not qualify for cancellation must repay the loan according to terms set forth in the promissory note.
- The term of the loan can be extended to a total of ten years, with the applicant selecting the payment schedule. Interest on the loan will continue to accrue until the loan is fully repaid.

Required Documentation

1. For the fiscal year of the disaster and the three subsequent fiscal years, FEMA needs the following:
 - Copies of the Operating Budgets
 - Annual (Audited) Financial Statements
 - Actual post-disaster revenue (by revenue source) for all operating funds
 - Property tax information
 - List and description of applicable operating fund transfers and capital expenditures
2. Descriptions of various funds utilized, such as the General Fund, Special Revenue Funds of an operating nature, and Enterprise Funds.
3. Statement by the Applicant's Authorized Representative indicating that the Applicant's actual revenue loss is due primarily to the disaster, and not any other significant factors.
4. Insurance reimbursements received related to the disaster.
5. A list of grants received for each fund, detailed by year for the five years prior to the disaster, the year of the disaster, and the three-year period post-disaster. The FEMA Public Assistance grants must be broken down between Category A, B, and C-G.
6. If needed, actual unreimbursed disaster-related expenditures (UDRE), including supporting documentation for such expenditures.