

# SUPPLEMENTAL BENEFITS FUND



## STEERING COMMITTEE REGULAR QUARTERLY MEETING

Oroville City Hall – Council Chambers  
1735 Montgomery Street  
Oroville, California 95965

**APRIL 5, 2017**  
**5:30 P.M.**

### AGENDA

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*This meeting may be broadcast remotely via audio and/or video conference at the following addresses:  
Cota Cole, LLP, 2261 Lava Ridge Ct, Roseville, CA 95661 (916) 780-9009*

#### CALL TO ORDER

#### PLEDGE OF ALLEGIANCE

#### ROLL CALL

**Committee Members (voting):** Chairperson Don Noble; FRRPD -- Vice Chairperson Scott Thomson; City of Oroville -- Victoria Coots; FRRPD -- Linda Dahlmeier, City of Oroville -- Linda Draper; City of Oroville

#### **Advisory Members (non-voting):**

Committee Members DWR – Kevin Dossey; SWC – Tim Haines; American Rivers – Steve Rotherth; Chamber of Commerce – Kevin Zeitler; American Rivers Alternate – Dave Steindorf

#### RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

This is the time the SBF Chairperson will invite anyone in the audience wishing to address the SBF on a matter that is on the agenda. When that item comes up on the agenda, you will be asked to step to the podium, repeat your name for the record, and make your presentation, or ask questions, regarding the agenda item. Following your remarks, the SBF Steering Committee and/or staff may respond to your comments or questions. *Under Government Code section 59454.3 the time allotted for presentations may be limited. Presentations are limited to three minutes per person.*

## CONSENT CALENDAR

1. **APPROVAL OF THE MINUTES OF THE JANUARY 18, 2017 REGULAR QUARTERLY MEETING** – minutes attached

Committee Action Requested: **APPROVE THE MINUTES.**

2. **REIMBURSEMENT FROM THE SUPPLEMENTAL BENEFITS FUND TO THE CITY OF OROVILLE FOR ADMINISTRATIVE EXPENSES** – staff report

The Committee may consider a request for reimbursement to the City of Oroville, in the amount of \$12,990.99 for the months January 2017 through March 2017, for SBF Administrative expenses. **(Bob Marciniak, SBF Program Specialist)**

Committee Action Requested: **AUTHORIZE THE SBF FUND ADMINISTRATOR TO SIGN INVOICE TRANSMITTAL NO. AE2017-2 FOR SBF REIMBURSEMENT IN THE AMOUNT OF \$12,990.99 RELATING TO SBF ADMINISTRATIVE EXPENSES.**

3. **CHAIRPERSON APPOINTMENTS TO STANDING AD HOC COMMITTEES.**

The Chairperson has appointed the following voting members to each of the ad Hoc Committees. Meetings for these standing committees which meet as necessary are facilitated by the SBF Program Specialist.

- a. Feather River Consolidated Master Plan (2 members)
  - i. Linda Draper, City of Oroville
  - ii. Vicki Smith, FRRPD
- b. Potential Aquatic Center (2 members)
  - i. Linda Draper, City of Oroville
  - ii. Don Noble, FRRPD
- c. Safety Patrol Committee (2 members)
  - i. Linda Dahlmeier, City of Oroville
  - ii. Don Noble, FRRPD
- d. RFSP Update Committee (2 members)
  - i. Scott Thomson, City of Oroville
  - ii. Don Noble, FRRPD

Committee Action Requested: **INFORMATIONAL ONLY NO ACTION REQUIRED.**

## PRESENTATIONS/UPDATES

- **PRESENTATIONS:** None
- **UPDATE:** The **Feather River Consolidated Master Plan (FRCMP)** ad Hoc Committee met with the ESA consultant group on Monday, March 27, 2017, to review and provide input regarding Reach 3 of the FRCMP. ESA has been tasked with having a complete draft of the entire plan by the end of April (2017). The draft plan will be provided to the SBF Steering Committee, Advisors & the ad Hoc Committee. Once that has been accomplished a Special Meeting of the SBF Steering Committee will be convened in May to receive the draft plan from the consultants (ESA) and to begin the process of

final review and acceptance. SBF grant \$68,950.00/\$24,584.88 available/expires September 15, 2017.

- **UPDATE: Oroville Veterans' Memorial Committee** (grant for improvements \$112,000/matures July 31, 2017) after numerous weather and material delays the project is back on track and will be completed on, or before, the maturity of the grant. To date the memorial wall has been finished with all plaques installed, decorative rock pillars, wrought iron rails on river view side and some sidewalks completed. There have been no draws to date on this grant.
- **UPDATE: FRRPD** (grant for irrigation enhancements at **Nelson Sports Complex** \$24,000/matures April 6, 2017) work is about 75% complete. There have been no draws, to date, on this grant. A request for an extension is detailed in agenda item # 5.
- **UPDATE: FRRPD** (grant for **environmental study for portions of the Brad Freeman Trail** \$20,000/matures April 6, 2017. \$10,208.00 remains available. A request for an extension is detailed in agenda item # 6.
- **UPDATE: SBF** grant to **Melton Design Group** (for design elements for a future Aquatic Center/\$20,000/matured on March 18, 2017/\$1,388.75 will be reclassified to unallocated funds category.

#### **REGULAR BUSINESS**

4. **REQUEST FROM FEATHER RIVER RECREATION & PARK DISTRICT TO EXTEND THE MATURITY OF THE PREVIOUSLY APPROVED GRANT FOR THE NELSON COMPLEX IRRIGATION UPGRADES** – Staff Report, Bob Marciniak, SBF Program Specialist

Committee Action Requested:

- a. **Approve the maturity extension (or)**
- b. **Deny the maturity extension (or)**
- c. **Provide direction to staff**

5. **REQUEST FROM FEATHER RIVER RECREATION & PARK DISTRICT TO EXTEND THE MATURITY OF THE PREVIOUSLY APPROVED GRANT FOR THE ENVIRONMENTAL STUDY FOR PORTIONS OF THE BRAD FREEMAN TRAIL** – Staff Report, Bob Marciniak, SBF Program Specialist

Committee Action Requested:

- d. **Approve the maturity extension (or)**
- e. **Deny the maturity extension (or)**
- f. **Provide direction to staff**

#### **STEERING COMMITTEE ADVISORY MEMBERS AND STAFF COMMENTS**

6. **DWR ADVISOR REPORT** (Kevin Dossey)  
Verbal report

7. **SWC ADVISOR REPORT** (Tim Haines)  
Verbal report
8. **SBF PROGRAM SPECIALIST REPORT** (Bob Marciniak)  
Written report attached

**CORRESPONDENCE** – none

### **HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS**

This is the time the SBF Chairperson will invite anyone in the audience wishing to address the SBF Steering Committee on a matter not listed on the agenda to step to the podium, state your name for the record and make your presentation. **Presentations are limited to 3 minutes.** Under Government Code Section 54954.2, The Council is prohibited from taking action except for a brief response by the SBF Steering Committee or staff to a statement or question relating to a non-agenda item.

### **SBF CHAIRPERSON CALL FOR AGENDA ITEMS**

The SBF Chairperson will request agenda items from the Steering Committee, SBF Advisors, and SBF Staff for the July 5, 2017 Regular Quarterly Meeting of the SBF Steering Committee.

### **ADJOURNMENT**

The meeting will be adjourned. The next regular quarterly meeting of the Supplemental Benefits Fund Steering Committee will be held on Wednesday, July 5, 2017 at 5:30 p.m.

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***Accommodating Those Individuals with Special Needs*** – In compliance with the Americans with Disabilities Act, the City of Oroville encourages those with disabilities to participate fully in the public meeting process. If you have a special need in-order to allow you to attend or participate in our public meetings, please contact the City Clerk at (530) 538-2535, well in advance of the regular meeting you wish to attend, so that we may make every reasonable effort to accommodate you. Documents distributed for public session items, less than 72 hours prior to meeting, are available for public inspection at City Hall, 1735 Montgomery Street, Oroville, California.

## SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE



### JANUARY 18, 2017 – REGULAR QUARTERLY MEETING

**Note:** the following minutes provide a succinct recap of actions taken at the meeting. A complete recorded transcript is available by contacting the SBF Program Specialist at (530) 538-2518.

The agenda for the January 18, 2017, Regular Quarterly Meeting of the Supplemental Benefits Fund Steering Committee was posted at the front of City Hall and electronically on the City of Oroville website, [www.cityoforoville.org](http://www.cityoforoville.org) on Thursday, January 12, 2017 at 9:43 A.M.

The January 18, 2017, Supplemental Benefits Fund Steering Committee Meeting was called to order by 2016 Vice Chairperson Victoria Smith at 5:35 P.M.

#### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Chairperson Smith

#### ANNOUNCEMENT OF 2016 SBF STEERING COMMITTEE MEMBERS

1. Announcement of 2017 SBF Steering Committee Members (Voting)
  - Feather River Recreation Park District: Don Noble, Victoria Smith
  - City of Oroville: Linda Dahlmeier, Scott Thomson, Linda Draper

#### ROLL CALL

Present: Voting Committee Members: Committee Members, FRRPD, Don Noble, FRRPD, Victoria Smith, City of Oroville, Linda Draper, City of Oroville, Linda Dahlmeier and City of Oroville, Scott Thomson

Absent Voting Committee Members: None

H1

Advisory Committee Members (non-voting): Kevin Dossey, Department Water Resources; Kevin Zeitler, Oroville Area Chamber of Commerce, Dave Steindorf (Alternate) American Rivers

Absent Advisory Committee Members (non-voting): Steve Rotherth – American Rivers; Tim Haines, State Water Contractors

**Others Present:**

Donald Rust, City of Oroville, Acting SBF Fund Administrator  
Bob Marciniak, SBF Program Specialist  
Jamie Hayes, Recording Clerk

**RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS**

None

**SELECTION OF THE 2017 CHAIRPERSON AND VICE CHAIRPERSON**

2. *NOTE:* Resolution No. 06-01 from the Rules of Governing states in (1-5) ...”no voting member agency of the Steering Committee shall serve as Chairperson for more than two consecutive years.

COMMITTEE ACTION REQUESTED: **Nominate and select a Chairperson and Vice Chairperson for calendar year 2017.**

Following discussion, a motion was made by Committee Member Dahlmeier, seconded by Committee Member Thomson to nominate Committee Member Don Noble as Chairperson.

The motion was passed by the following vote:

Ayes: Committee Members Smith, Dahlmeier, and Thomson  
Noes: Committee Member Noble and Draper  
Abstain: None  
Absent: None

Hearing no discussion, a motion was made by Committee Member Dahlmeier, seconded by Committee Member Draper to nominate Committee Member Scott Thomson as Vice Chairperson.

The motion was passed by the following vote:

1-2

Ayes: Committee Members Smith, Dahlmeier, Draper, Thomson and Chairperson Noble.  
Noes: None  
Abstain: None  
Absent: None

**CONSENT CALENDAR –**

3. **APPROVAL OF THE MINUTES OF THE OCTOBER 5, 2016 REGULAR QUARTERLY MEETING – minutes attached**
4. **APPROVAL OF THE MINUTES OF THE OCTOBER 19, 2016 SPECIAL MEETING – minutes attached**
5. **REIMBURSEMENT FROM THE SUPPLEMENTAL BENEFITS FUND TO THE CITY OF OROVILLE FOR ADMINISTRATIVE EXPENSES – staff report**

The Committee may consider a request for reimbursement to the City of Oroville, in the amount of \$13,478.18 for the months October 1, 2016 through December 31, 2016 for SBF Administrative expenses. **(Bob Marciniak, SBF Program Specialist)**

Committee Action Requested: **AUTHORIZE THE SBF FUND ADMINISTRATOR TO SIGN INVOICE TRANSMITTAL NO. AE2017-1 FOR SBF REIMBURSEMENT IN THE AMOUNT OF \$13,478.18 RELATING TO SBF ADMINISTRATIVE EXPENSES.**

6. **REPORTS: (1) 22<sup>ND</sup> ANNUAL OROVILLE SALMON FESTIVAL; (2) 21<sup>ST</sup> ANNUAL PARADE OF LIGHTS.**

The Committee received written reports prepared by Upstate Community Enhancement foundation (UCEF) for the final two of five events that UCEF coordinates for the Oroville Community. **(Bob Marciniak, SBF Program Specialist)**

Committee Action Requested: **INFORMATIONAL ONLY.**

Hearing no discussion, a motion was made by Committee Member Dahlmeier and seconded by Committee Member Smith to approve the Consent Calendar.

The motion was passed by the following vote:

Ayes: Committee Members Dahlmeier, Smith, Draper, Vice Chairperson Thomson and Chairperson Noble.  
Noes: None  
Abstain: None  
Absent: None

1-3

**REGULAR BUSINESS**

7. **REQUEST FROM VETERANS' MEMORIAL PARK COMMITTEE TO EXTEND A PREVIOUSLY APPROVED GRANT IN THE AMOUNT OF \$112,000 FOR MULTIPLE IMPROVEMENTS AT THE OROVILLE VETERANS' MEMORIAL PARK FOR ALL OF BUTTE COUNTY** – staff report, Bob Marciniak, SBF Program Specialist

Committee Action Requested:

**a. APPROVE THE REQUEST AS SUBMITTED**

A motion in honor of Stu Shaner an untiring advocate of the project who passed away recently was made by Committee Member Dahlmeier, seconded by Committee Member Draper to approve the grant request extension. Prior to the vote, Chairperson Noble spoke about the tenacity of Mr. Shaner and his commitment to Veterans. While Mr. Shaner did not live long enough to see the project completed, he was able to see the project and the memorial tiles under construction.

The motion was passed by the following vote:

Ayes:	Committee Members Dahlmeier, Smith and Draper, Vice Chairperson Thomson and Chairperson Noble.
Noes:	None
Abstain:	None
Absent:	None

**PRESENTATIONS –**

- Greg Melton, Melton Design Group representing ESA (contracted consultant) provided an update on the Feather River Consolidated Master Plan. He stated that the consultant group would be ready to present a written version of Reach-3 within a few weeks to the ad Hoc Committee. Once it is reviewed presentation of the full, draft, plan should be ready by April 30, 2017.

**STEERING COMMITTEE ADVISOR MEMBERS AND STAFF COMMENTS**

8. **SBF Program Specialist Report (Bob Marciniak)**

A written report was provided including SBF financial information.

1-4



## 9. DWR Advisor Report (Kevin Dossey)

Update on the Biological Opinion Report and the lake water levels and power facility operations. Committee Member Dahlmeier questioned if funds due the SBF would be released once the license was approved as it was her understanding that the pending Butte County litigation might prevent the release of funds. On December 12, 2016 the SBF Steering Committee was forwarded an email from Scott Huber responding to this question. (*Mr. Huber, "I don't see any basis for withholding funds. Butte County is not a party to the Settlement Agreement, as you noted. In addition, the SBF and its' member entities have not been brought into the litigation as Real Parties, in Interest. As such, I see no basis for withholding funds"*).

Dave Steindorf, Advisory Committee member (American Rivers Alternate) stated he would contact their legal counsel for interpretation also.

## 10. SWC Advisor Report (Tim Haines)

Mr. Haines did not attend the meeting.

## CORRESPONDENCE

- Extension Grant Approval letter from national Park Service/Pacific West Region
- Letter to DWR requesting transfer of \$100,000 per FERC Project No. 2100/Contract #460007302/amendment #7

## HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

This is the time the SBF Chairperson will invite anyone in the audience wishing to address the SBF on a matter not listed on the agenda to step to the podium, state your name for the record and make your presentation. Presentations are limited to three minutes. Under Government Code section 54954.2, the SBF Steering Committee is prohibited from taking action except for a brief response by the SBF Steering Committee or staff to a statement or question relating to a non-agenda item.

- **Dennis Moreland:** Promised (DWR) and potential future development of the Potters Ravine area
- **Charles Anglin:** Ophir Coach Club and potential future development of a car race track at, or near, the Clay Pit SVRA area off of Larkin Road.
- **Tasha Levinson:** "Natures Head" self-contained composting toilets along the trails.

## SBF CHAIRPERSON CALL FOR AGENDA ITEMS

The SBF Chairperson will request agenda items from the Steering Committee, SBF Advisors, and SBF staff for the April 5, 2017, Regular Quarterly Meeting of the SBF:

1-5

- Presentation of the Feather River Consolidated Master Plan (draft)

### **ADJOURNMENT**

The meeting was adjourned at 6:34 P.M. A Regular Quarterly Meeting of the Supplemental Benefits Fund Steering Committee will be held on Wednesday, April 5, 2017 starting at 5:30 P.M. in the Council Chambers of the City of Oroville.

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Don Noble, SBF Chairperson

DRAFT

1-6

**SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE  
STAFF REPORT**

**TO: SBF CHAIRPERSON AND COMMITTEE MEMBERS**

**FROM: BOB MARCINIAK, SBF PROGRAM SPECIALIST  
DONALD RUST, ACTING SBF FUND ADMINISTRATOR**

**RE: AUTHORIZATION TO REQUEST REIMBURSEMENT TO THE  
CITY OF OROVILLE FOR SBF ADMINISTRATIVE EXPENSES**

**DATE: APRIL 5, 2017**

**SUMMARY**

The Committee may consider approving a request for reimbursement to the City of Oroville in the amount of \$12,990.99 for SBF Administrative expenses for January, February and March 2017.

**DISCUSSION**

The expenses are within the guidelines of Contract # 460007302, Exhibit A, Attachment 1, Page 10 "...administrative duties include, but are not limited to, activities associated with management of the Fund." The amount of \$12,990.99 represents actual expenses verified against City of Oroville Sungard electronic financial system charges from January 1, 2017 through March 31, 2017.

**FISCAL IMPACT SBF 9920**

Reduces previously approved 2016, 2017 Administrative Budget of \$56,000 by \$12,990.99 (\$17,737.79 remains available)

**RECOMMENDATION**

SBF Steering Committee authorization to the City of Oroville for reimbursement in the amount of \$12,990.99

**ATTACHMENTS**

Budget Reconciliation  
Performa Budget/Actual Expenses

2-1

**Analysis of SBF Administrative Expenses to be submitted for reimbursement**

<u>Category</u>	<u>Jan-17</u>	<u>Feb-17</u>	<u>Mar-17</u>	
Program Specialist Salary	2,745.76	2,702.02	2,975.27	
Temp Salaries	0.00	0.00	0.00	
Meeting Clerk	0.00	0.00	0.00	
Overtime	0.00	0.00	0.00	
Medicare	38.21	37.57	41.59	
Pers	279.97	599.42	295.70	
Pers Bond	307.84	310.96	76.38	
Pers EE	3.06	0.00	0.00	
Health Insurance	627.40	603.05	654.92	
Group Insurance	0.00	0.00	0.00	
Pers Survivor Benefit	0.00	0.00	0.00	
Workmans Comp	15.12	15.12	16.65	
Unemployment Ins	15.60	15.62	16.66	
Postage Due/FedEX	0.00	0.00	0.00	
Office Supplies	0.00	145.89	79.00	
Postage/Xerox	170.03	0.00	0.00	
Meeting Expenses	167.97	0.00	0.00	
Travel	0.00	0.00	0.00	
Printing	0.00	0.00	0.00	
Stores Expense	0.00	34.21	0.00	
Legal	0.00	0.00	0.00	
Medical/Physical	0.00	0.00	0.00	
Advertising/Legal Notices	0.00	0.00	0.00	
Training Expense	0.00	0.00	0.00	
Credit: Fees collected for records search	0.00	0.00	0.00	
				<b>3 Month Total</b>
<b>Total</b>	<b>\$4,370.96</b>	<b>\$4,463.86</b>	<b>\$4,156.17</b>	<b>\$12,990.99</b>
<b>Total/GL</b>	<b>-\$4,370.96</b>	<b>-\$4,463.86</b>	<b>-\$4,156.17</b>	<b>-\$12,990.99</b>
<b>Difference</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

*Bob*

**Supplemental Benefits Fund (SBF)**

**Performa Budget/Actual Expenses/Variance**  
**Administrative Expenses\* 1 Year Budget: \$56,000.00**  
**Fiscal Year: 07/01/2016 to 06/30/2017**

<u>Month</u>	<u>Year</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget Variance</u>	<u>DWR Billed</u>
July	2016	\$4,666.66	(\$3,741.50)	\$925.16	no*
August	2016	\$4,666.66	(\$3,983.57)	\$683.09	no*
September	2016	\$4,666.66	(\$4,067.97)	\$598.69	no*
October	2016	\$4,666.66	(\$4,318.00)	\$348.86	no*
November	2016	\$4,666.66	(\$4,375.47)	\$291.19	no*
December	2016	\$4,666.66	(\$4,784.71)	(\$118.05)	no*
January	2017	\$4,666.66	(\$4,370.96)	\$295.70	no*
February	2017	\$4,666.66	(\$4,463.86)	\$202.80	no*
March	2017	\$4,666.66	(\$4,156.17)	\$510.49	no*
April	2017	\$4,666.66	\$0.00	\$0.00	no*
May	2017	\$4,666.66	\$0.00	\$0.00	no*
June	2017	\$4,666.74	\$0.00	\$0.00	no*
<b><u>Totals:</u></b>		<b><u>\$56,000.00</u></b>	<b><u>(\$38,262.21)</u></b>	<b><u>\$3,737.93</u></b>	

\*funds are on deposit with City of Oroville

Includes retro step increase from 10/08/2016

**\* Administrative Expenses include the following:**

SBF Coordinator/ City of Oroville Salary & Ben	63%
Office expenses related to SBF	100%
Legal Expenses related to SBF	100%
Miscellaneous expenses related to SBF	100%

Actual details of line expenses are provided on the analysis of SBF Administrative expenses submitted with the City of Oroville reimbursement request.

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**SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE  
STAFF REPORT**

**TO: SBF CHAIRPERSON AND COMMITTEE MEMBERS**

**FROM: BOB MARCINIAK, SBF PROGRAM SPECIALIST  
DONALD RUST, ACTING SBF FUND ADMINISTRATOR**

**RE: AD HOC COMMITTEE ASSIGNMENTS**

**DATE: APRIL 5, 2017**

**SUMMARY**

The Committee will receive information regarding the appointments to several SBF ad Hoc Committees by the SBF Chairperson.

**DISCUSSION**

The SBF currently has four (4) standing ad Hoc Committees that are comprised of one (1) voting member from the City of Oroville, (1) voting member from Feather River Recreation & Park District (FRRPD) and one, or more advisory representatives.

- Feather River Consolidated Master Plan
  - Linda Draper, City of Oroville
  - Vicki Smith, FRRPD
  
- Potential Aquatic Center
  - Linda Draper, City of Oroville
  - Don Noble, FRRPD
  
- Safety Patrol Committee
  - Linda Dahlmeier, City of Oroville
  - Don Noble, FRRPD
  
- Regional Fund Strategic Plan Update
  - Scott Thomson, City of Oroville
  - Don Noble, FRRPD

**RECOMMENDATION: Informational only no action required**

**SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE  
STAFF REPORT**

**TO: SBF CHAIRPERSON AND COMMITTEE MEMBERS**

**FROM: BOB MARCINIAK, SBF PROGRAM SPECIALIST  
DONALD RUST, ACTING SBF FUND ADMINISTRATOR**

**RE: REQUEST FROM FEATHER RIVER RECREATION & PARK DISTRICT  
TO EXTEND THE MATURITY OF THE PREVIOUSLY APPROVED  
GRANT FOR THE NELSON COMPLEX IRRIGATION UPGRADES**

**DATE: APRIL 5, 2017**

**SUMMARY**

The Committee will receive a request from FRRPD to extend the maturity of grant #3076 from April 6, 2017 to July 6, 2017.

**DISCUSSION**

On April 6, 2016 the SBF Steering Committee approved a repurposing of the previously approved grant to FRRPD for a water well at the Nelson Complex. The repurposed grant is in the amount of \$24,000.00 and was to be used for irrigation upgrades at the Nelson Complex. The request letter indicates that about 75% of the work has been completed but due to the inordinate amount of rainfall, the remainder of the work has been placed on hold.

**FISCAL IMPACT**

Funds have been previously allocated.

**RECOMMENDATION**

- a. Approve the request as submitted however staff recommends that the maturity date be September 30, 2017 (or),
- b. Deny the request (or)
- c. Provide direction to staff

## ATTACHMENTS

1. Letter from FRRPD requesting extension of the SBF Grant
2. Previous amended grant agreement # 3076
3. January 20, 2016 letter from FRRPD detailing repurposing request





March 22, 2017

Supplemental Benefits Fund (SBF) Committee

Bob Marciniak, Program Specialist  
City of Oroville  
1735 Montgomery St.  
Oroville, CA. 95965

Dear Mr. Marciniak,

Please consider this a formal request for an extension of the SBF Grant funding the Nelson Complex Irrigation upgrades. We would like to request an extension of up to 3 months to July 5, 2018; however we don't anticipate needing this much time. Currently, the work has been started and is approximately 75% complete. Unfortunately the amount of rainfall we have received this year has slowed the project and placed hardships on the timeline to complete the project by March 31, 2017. The extension will allow us to continue to move forward with completing the project.

We appreciate the SBF support in this much needed project which will benefit the Oroville community greatly.

Sincerely,

Apryl Ramage, General Manager

**AMENDED AGREEMENT BETWEEN CITY OF OROVILLE AND  
THE FEATHER RIVER RECREATION AND PARK DISTRICT**

**THIS -AMENDED AGREEMENT** is entered into as of the ~~1<sup>st</sup> day of July 1, 2014,~~ 6<sup>th</sup> day of April 2016 between the City of Oroville (City) and the Feather River Recreation and Park District (Grantee). City and Grantee hereby agree as follows:

**RECITALS**

- A. Pursuant to the provisions of Standard Agreement No. 4600007302 between the California Department of Water Resources (DWR) and City, the Supplemental Benefits Fund Steering Committee has awarded the Grantee with a grant not to exceed ~~\$30,000~~ \$24,000 for ~~installation of an irrigation well~~ irrigation repairs and enhancements at the Nelson Complex (Project) as described in Exhibit A attached to this Agreement; and
- B. In order to implement the grant award, City, as the Supplemental Benefits Fund Administrator, and Grantee are entering into this Agreement.
1. **Purpose.** The purpose of this Agreement is to provide a Supplemental Benefits Fund (SBF) grant to Grantee for ~~installation of an irrigation well~~ irrigation repairs and enhancements at the Nelson Complex Grantee agrees to use the grant funds received from City in accordance with the terms of this Agreement. Except as expressly provided in this Agreement, City shall have no obligation to reimburse or otherwise pay for any assistance or cooperation relating to the implementation of the Project.
2. **Grant Amount.** City shall provide a grant in the amount not to exceed ~~\$30,000.00~~ \$24,000.00 to Grantee to assist in installation of ~~an irrigation well~~ irrigation repairs and enhancements at the Nelson Complex in Oroville, California.

4-4

3. **Term of Agreement.** The term of this Agreement will begin on ~~July 1, 2014~~ April 6, 2016 and terminate on ~~July 1, 2015~~ April 6, 2017, or upon completion of the Project, whichever occurs first. The term may be amended only in writing by City and Grantee with the approval of the Supplemental Benefits Fund Steering Committee. This agreement was repurposed and the grant amount reduced by the Supplemental Benefits Fund Steering Committee on April 6, 2016.

4. **Incorporation of Provisions.** This Agreement incorporates the following exhibits as if fully set forth herein :

- Exhibit A. Project
- Exhibit B. Standard Provisions
- Exhibit C. Work Plan and Budget
- Exhibit D. Payment Request Transmittal

5. **Grantees Responsibilities:** Grantee shall implement work on the Project as specified in a Work Plan and Budget set forth in Exhibit C.

6. **Project Manager:**  
The Project Manager for Grantee is:  
Ann Willmann Apryl Ramage, General Manager FRRPD

Grantee hereby delegates authority to the Project Manager to manage performance under the Agreement and to delegate authority to others to provide management and support services required for performance of the work and administration of the Agreement. The delegation of authority to submit invoices requires written consent by Grantee which will be provided to the City.

Grantee may change the foregoing delegation by a thirty (30) day prior written notice to City.

4-5

City of Oroville  
SBF Fund Administrator  
1735 Montgomery Street  
Oroville, California 95965

Notices by Grantee's Project Manager shall be sent to:

**City of Oroville**  
**SBF Fund Administrator**  
**1735 Montgomery Street**  
**Oroville, California 95965**

Notices by City shall be sent to:

**~~Ann Willmann~~ Apryl Ramage, General Manager**  
**Feather River Recreation and Parks District**  
**1875 Feather River Blvd.**  
**Oroville, California 95965**

7. **CEQA Compliance.** Prior to implementation of the Project, *if appropriate*, Grantee shall comply with all applicable requirements of the California Environmental Quality Act (CEQA) (California Public Resources Code Sections 21000-21177) and other applicable federal, State and local laws, rules and regulations.
  
8. **Quarterly Reports.** Grantee shall submit detailed quarterly progress reports relating to the Project for review and approval by City. The quarterly reports shall be provided to the Supplemental Benefits Fund Steering Committee for information purposes and comments, as appropriate. The quarterly progress reports shall summarize expenditures, personnel hours and itemize completed

activities, on-going activities, and problems to be resolved. Expense reports shall include a detailed description of work performed on the Project and an accounting of expenses incurred for each activity. The Project expense reports shall also include, but not be limited to, contractors and vendor invoices, employee time sheets, receipts for equipment and supplies, and true-up of actual expenses versus projected expenses.

9. **Method of Payment.** All payments from City to Grantee shall be as reimbursement for actual expenditures by Grantee relating to carrying out the Project in accordance with this Agreement. City shall make payments to Grantee with funds on deposit with the City from DWR in accordance with Standard Agreement No. 4600007302. In order to process Grantee's request for reimbursement, Grantee shall deliver proof of completion, or progress of the work, proof of payment and an original invoice for the work. Within fifteen (15) days after receipt of a reimbursement request from Grantee, City shall determine whether the request satisfies all the requirements for reimbursement under the Agreement. If City determines that the request meets all such requirements, City shall provide the amount requested by Grantee within fifteen (15) days thereafter. In no event shall City be obligated to make reimbursement payments to Grantee from any City funds as a result of this Agreement.

Grantee may submit invoices to City no more than once every thirty (30) days.

10. **Final Written Report.** Upon completion of the Project, Grantee shall provide a final written report in a format as directed by City that includes (but is not limited to) the following: (1) a description of conditions before the Project was executed, (2) a summary of the planning work and techniques used, (3) a description of the completed Project, (4) an analysis of the techniques used, and (5) a description of planned long-term monitoring and maintenance of the Project.

The report shall include a complete list of all the costs of the Project and proof of

4-7

payment of such costs, photographs of restoration activities and techniques and shall include photographs of community participation in planning activities of the Project. Grantee shall provide Project photos showing the monthly progress of the Project.

11. **Work Plan and Budget.** If appropriate, a Work Plan and Budget will be established and provided to the SBF Administrator.
12. **Maintenance.** Not applicable.
13. **Insurance.** Before and during construction, if applicable, of the Project, Grantee or Grantee's contractor shall obtain and maintain. If appropriate, insurance coverage.
14. **Funding Acknowledgement.** The Grantee agrees to post in a prominent place the SBF plaque containing the SBF logo and acknowledging that funding for the project was provided by the State Water Contractors (SWC) and the Department of Water Resources (DWR).
15. **Public Accessibility.** Not applicable.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

**CITY OF OROVILLE**

**FEATHER RIVER RECREATION  
AND PARKS DISTRICT**

By:   
Linda L. Dahlmeier, Mayor


By:   
Victoria Coets Don Noble  
, Chairperson FRRPD

**SUPPLEMENTAL BENEFITS FUND**

By:   
Loren Gill David Pittman, SBF Chairperson

By:   
Ann Willmann Apryl Ramage,  
General Manager FRRPD

APPROVED AS TO FORM:

By:   
Scott E. Huber, City Attorney

ATTEST:

By:   
Randy Murphy Donald Rust, Acting City Clerk

Attachments:      Exhibit A – Project  
                          Exhibit B – Standard Provisions  
                          Exhibit C – Work Plan and Budget  
                          Exhibit D – Payment Request Transmittal

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**EXHIBIT A  
PROJECT DESCRIPTION**

Feather River Recreation & Park District will be ~~installing an irrigation well~~ making repairs and improvements to the sprinkler system at the Nelson Complex which is located in Nelson Park at 2255 6<sup>th</sup> Avenue, Oroville, CA 95965. ~~The well is intended to improve irrigation of the park facility as well as reducing the cost of water which is now paid for.~~ The repairs and improvements to the sprinkler system is intended to provide a more consistent and efficient manner of irrigating the sports fields.

~~The actual location of the well has not been determined; however a condition of the SBF grant approval will require well location specifics and production capacity as well as a planned maintenance program.~~

Revised estimates/costs (January 20, 2016)

Irrigation controllers for six fields:	\$10,577 (estimate)
Addition & replacement of sprinklers:	7,800 (materials/FRRPD to provide labor)
Infield dirt for six fields:	15,000
Sub Total:	33,377
SBF Grant:	-24,000
FRRPD Responsibility:	7,377



**EXHIBIT B  
STANDARD PROVISIONS**

AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties. No oral understanding or agreement not incorporated in the agreement is binding on either party.

ASSIGNMENT: This Agreement is not assignable by Grantee either in whole or in part. Any attempted assignment shall be void.

AUDIT: City shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow City's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of City to audit records and interview staff in any subcontract related to performance of this Agreement.

INDEMNIFICATION: Grantee agrees to indemnify, defend and save harmless City, its

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officers, agents and employees from any and all liability, lawsuits, claims and losses or costs, including attorney's fees, resulting from the actions, negligence or omissions of Grantee, its officers, employees, agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with this Agreement.

DISPUTES: Grantee shall continue with the responsibilities under this Agreement during any dispute with the City.

TERMINATION FOR CAUSE: The City may terminate this Agreement and be relieved of any payments to Grantee if the Grantee fails to perform the requirements of this Agreement at the time and in the manner herein provided.

INDEPENDENT CONTRACTOR: In carrying out this Agreement, Grantee and its agents, employees, and contractors shall act as independent contractors and not as officers, employees or agents of the City.

TIMELINESS: Time is of the essence in this Agreement.

GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall continue in full force and effect.

COMPLIANCE WITH LAWS: Grantee shall be responsible for all environmental compliance for the Project.

Grantee shall observe and comply with all federal, state, city, and county laws, rules or

regulations applicable to the Project, including, without limitation, storm water pollution prevention plan laws, public bidding laws, California Government Code Section 4450 et seq. relating to disability access laws, Americans with Disabilities Act (ADA), and California Labor Code sections 1720 et seq. requiring the payment of prevailing wage rates. Any work done that does not comply with any laws, rules or regulations shall be remedied solely at the Grantee's expense.

NOTICE OF DEFAULT: Subject to any extension of time permitted by this Agreement, a failure or delay by Grantee or City to perform any material term or provision of this Agreement constitutes a material default of this Agreement. In the event of a material default of this Agreement by Grantee or City, either party shall give written notice to the other party of such default specifying the details of the default.

CURE AND REMEDIES: In the event Grantee or City fails to perform any material obligation as set forth in this Agreement, that party shall be in default of this Agreement. In the event that Grantee or City receives written notice of default from the other party, thereafter, that party shall have thirty (30) days within which to cure such default to the reasonable satisfaction of the other party. If the default is not cured within thirty (30) days, Grantee and City shall submit the default to nonbinding mediation. Within thirty (30) days, Grantee and City shall mutually select a disinterested third person with some professional experience related to the subject matter of the default as mediator, and commence mediation. If mediation fails to resolve the default within fifteen (15) days, the non-defaulting party may elect to terminate this Agreement.

UNAVOIDABLE DELAYS: Neither Grantee nor City shall be considered in breach or default in its obligations, nor shall there be deemed a failure to satisfy conditions, with respect to the beginning or completion of obligations under this Agreement, or progress with respect thereto, in the event of "unavoidable delay" in the performance of such obligations, or satisfaction of such conditions, due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of

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the public enemy, acts of government agencies, acts of other parties, fires, floods, drought, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such unavoidable delay, the time or times for the satisfaction of conditions to this Agreement shall be extended for the period of the unavoidable delay.

**EXHIBIT C  
WORKPLAN AND BUDGET**

**To be provided once the well location has been determined, the budget should include information about the required 25% (\$7,500) FRRPD. A 25% (\$6,000) match to the grant is required..**

**EXHIBIT D  
PAYMENT REQUEST TRANSMITTAL  
SBF GRANT APPROVED 06/11/2014  
NOT TO EXCEED \$30,000.00**

**Submit at: Completion or as a progress payment request**

**Date:**

**To:** City of Oroville  
SBF Fund Administrator  
1735 Montgomery Street  
Oroville, CA 95965

**From:** Feather River Recreation & Park District  
1875 Feather River Blvd.  
Oroville, CA 95965

**Subject:** Request for Reimbursement

**Project:** Irrigation Well- Repairs & Improvements at Nelson Complex

**Amount Requested: \$**

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**Summary of Reimbursement Request:**

(The summary should include progress, to date and any or all applicable invoices, canceled checks to substantiate the reimbursement request)

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**CITY OF OROVILLE  
RESOLUTION NO. 8346**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF OROVILLE, AS FUND ADMINISTRATOR OF THE SUPPLEMENTAL BENEFITS FUND, AND FEATHER RIVER RECREATION AND PARK DISTRICT, EXTENDING THE TERM TO JULY 1, 2016**

**(Agreement No. 3058-2)**

**BE IT HEREBY RESOLVED** by the Oroville City Council as follow:


1. The Mayor is hereby authorized and directed to execute an Amendment to the Agreement with Feather River Recreation and Park District (FRRPD) for a contract extension. A copy of the Amendment is attached as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on April 21, 2015 by the following vote:

**AYES:** Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Mayor Dahlmeier  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** Vice Mayor Wilcox

  
\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Scott E. Huber, City Attorney

**ATTEST:**

  
\_\_\_\_\_  
Donald Rust, Acting City Clerk



January 20, 2016

Bob Marciniak, SBF Program Specialist  
City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965

RE: Supplemental Benefits Fund (SBF) Grant regarding well at Nelson Complex

At the October 27, 2015 regular board meeting of the Feather River Recreation and Park District the board of directors unanimously voted to direct staff to approach the Supplemental Benefits Fund committee with a request. This request is in regards to the \$30,000 grant awarded to the District in July 2014 for the placement of a well at Nelson Complex.

Through further research between July 2014 and October 2015, District staff has determined that placement of a well at Nelson Complex would not provide the adequate water savings as initially projected. The cost of placing a well exceeds the \$30,000 awarded grant and will not prove to be as cost effective or feasible at this time. Below is a summary of the research that District staff has completed thus far.

#### Summary

July 1, 2014 the Feather River Recreation and Park District (FRRPD) entered into a grant agreement with the Supplemental Benefits Fund (SBF) for the amount of \$30,000 with a 25% match (\$7,500) towards a well at Nelson Complex.

At the January 27, 2015 regular board meeting of the Feather River Recreation and Park District (FRRPD), a presentation was made by the General Manager of the Thermalito Water and Sewer District (TWSD). He presented total water use at Nelson Complex as a method for the District to evaluate the financial impact of installing irrigation well at Nelson Complex.

The well installation would require management of the bid process, permits and installation of the well. The project is above the threshold that would require a bid process. With this type of project assistance in preparing the bid packet and overseeing the bid process as well as oversight of the construction process would be included. A rough estimate of the cost would be \$6,000- \$8,000.

Because the project is over \$25,000 it would require a bid process and prevailing wage be paid. The cost to install the well, pump, holding tank, controllers and necessary permits is roughly \$32,000. Plus this project would entail paying prevailing wage rates which are not included in this estimate.

In reviewing the existing mainline and how domestic water is supplied to the bathrooms, drinking fountains and pool at the Complex, domestic lines would need to be installed to prevent cross contamination from the irrigation well. This would require extensive trenching across the park and would be an additional cost to the project. The other option is to install a domestic well, however requirements for monitoring and testing a domestic well are extensive and the regulations are changing consistently.

4-18-373





Based on a review of the PG& E bill at Riverbend Park, the average cost to operate the irrigation well is approximately \$1000 per month. This was determined by taking the average cost of the high months and the average cost of the low months taking the difference of those two. It is important to keep in mind that the well at Riverbend only operates during irrigation season; therefore the well at Nelson Complex would be required to work year round. The estimated average PG & E cost to operate the well could average approximately \$10,000 - \$13,000 per year.

The cost to split the line to ensure that the domestic water is not contaminated with well water would add considerable staff time and cost to the installation of the well. The current irrigation system is very old and does not provide adequate coverage. This would need to be addressed by upgrading the irrigation system at the park.

The current annual average cost of water for Nelson Park is \$18,000. While there would be a minimal cost savings for water with a well, the District would still have the cost of domestic water at approximately \$3,000 per year. Adding the cost of electricity to operate the well, the annual cost for water/irrigation could total \$13,000 - \$16,000. The potential savings could be \$2,000 - \$5,000 per year.

Maintenance of the well would also need to be calculated into the operating cost. The repair and replacement of pumps and holding tanks as well as potential increased monitoring and regulations that have been discussed regarding private wells would need to be taken into consideration.

In September 2015 District staff completed a cost comparison of water fees from September 2014 to September 2015. The District water fees at Nelson Complex were decreased by approximately \$1500 solely based off of staff monitoring and management of the current irrigation system. Cost will only continue to decrease with recommended upgrades to the irrigation system at Nelson Complex.

At this time FRRPD respectfully request a reallocation of the SBF awarded funds to be applied towards irrigation and upgrades at Nelson Complex. These upgrades would include irrigation controllers, addition and replacement of sprinklers, and replacement of needed light poles. Funds would also go towards applying the much needed infield dirt for the six softball fields. These necessary upgrades would not only increase recreation possibilities at the Nelson Complex site but would also provide a water cost savings. We receive many requests for upgrades to the Nelson Complex in regards to softball tournaments and leagues. While there is a list of upgrades needed to the site, the reallocation of these funds would be a start. These requested upgrades would come to an approximate cost of \$39,000.

- \*Irrigation controllers for six fields \$10,577 (estimate obtained from Ewing)
- \*Addition and replacement of sprinklers \$7,800 materials, District staff to provide labor
- \*Infield dirt for six fields \$15,000
- \*Purchase of four replacement light poles \$6,000

Thank you in advance for your consideration.

Sincerely,  
  
 April Ramage, General Manager

Handwritten calculations and notes:

- 24,000 =
- 6,000 = 10 SBF
- 33,377
- 24
- 
- 7,377

Handwritten numbers: 449 and a circled 34.

**SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE  
STAFF REPORT**

**TO: SBF CHAIRPERSON AND COMMITTEE MEMBERS**

**FROM: BOB MARCINIAK, SBF PROGRAM SPECIALIST  
DONALD RUST, ACTING SBF FUND ADMINISTRATOR**

**RE: REQUEST FROM FEATHER RIVER RECREATION & PARK DISTRICT  
TO EXTEND THE MATURITY OF GRANT # 3109 ENVIRONMENTAL  
STUDY FOR PORTIONS OF THE BRAD FREEMAN TRAIL**

**DATE: APRIL 5, 2017**

**SUMMARY**

The Committee will receive a request from FRRPD to extend the maturity of grant #3109 from April 6, 2017 to April 6, 2018.

**DISCUSSION**

On March 3, 2015, a grant agreement was approved in the amount of \$20,000 to assist with environmental studies related to the completion of the Brad Freeman Trail below the Oroville Veterans Memorial Park (OVMP) for all of Butte County. The anticipated study has taken longer than envisioned. FRRPD has requested a one year extension, to allow sufficient time for appropriate permitting. The portion of the Brad Freeman Trail under study will allow for the "missing link" of the trail below the OVMP to continue and connect with the Oroville Nature Center and Native Plant Park. Funds released to date are \$9,972.00 leaving \$10,208.00 available.

**FISCAL IMPACT**

Funds have been previously allocated.

**RECOMMENDATION**

- a. Approve the request as submitted (or),
- b. Provide direction to staff

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## ATTACHMENTS

1. Letter from FRRPD requesting grant maturity extension
2. Previous Amended Grant Agreement # 3109
3. Original Grant Agreement Application

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March 22, 2017

**Supplemental Benefits Fund (SBF) Committee**

**Bob Marciniak, Program Specialist  
City of Oroville  
1735 Montgomery St.  
Oroville, CA. 95965**

Dear Mr. Marciniak,

Please consider this a formal request for an extension of the SBF Grant funding the Brad Freeman Trail Environmental & Design Elements. We would like to request an extension of one year to April 5, 2018. Currently, the survey work has been completed, a draft drawing of the trail has been developed and environmental permits have been identified and processed. The extension will allow us to continue to move forward with completing the permitting process.

Sincerely,

**Apryl Ramage, General Manager**

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**AMENDED AGREEMENT BETWEEN  
CITY OF OROVILLE AND  
FEATHER RIVER RECREATION & PARK DISTRICT**

**(Supplemental Benefits Fund Agreement No. ~~XXXX~~ 3109)**

**THIS AGREEMENT** is entered into as of the ~~3rd day of March 2015,~~ 6<sup>th</sup> day of April 2016 between the City of Oroville (City) and the Feather River Recreation & Park District (Grantee). City and Grantee hereby agree as follows:

**RECITALS**

- A. Pursuant to the provisions of Standard Agreement No. 4600007302 between the California Department of Water Resources (DWR) and City, the Supplemental Benefits Fund Steering Committee has awarded the Grantee with a grant of \$20,000.00 to assist with the environmental study for portions of the Brad Freeman Trail in Oroville, California (Project) as described in Exhibit A attached to this Agreement; and
  - B. In order to implement the grant award, City, as the Supplemental Benefits Fund Administrator, and Grantee are entering into this Agreement.
1. **Purpose.** The purpose of this Agreement is to provide a Supplemental Benefits Fund (SBF) grant to Grantee to assist with the environmental study for portions of the Brad Freeman Trail in Oroville, California. Grantee agrees to use the grant funds received from City in accordance with the terms of this Agreement. Except as expressly provided in this Agreement, City shall have no obligation to reimburse or otherwise pay for any assistance or cooperation relating to the implementation of the Project.
  2. **Grant Amount.** City shall provide a grant in the amount of \$20,000.00 to Grantee to assist with the environmental study for portions of the Brad Freeman Trail in Oroville, California

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3. **Term of Agreement.** The term of this Agreement will begin on ~~March 3, 2015~~ April 6, 2016 and terminate on ~~March 3, 2016~~ April 6, 2017, or upon completion of the Project, whichever occurs first. The term may be amended only in writing by City and Grantee with the approval of the Supplemental Benefits Fund Steering Committee.

4. **Incorporation of Provisions.** This Agreement incorporates:

Exhibit A. Project

Exhibit B. Standard Provisions

Exhibit C. Work Plan and Budget

Exhibit D. Payment Request Transmittal

5. **Grantees Responsibilities:** Grantee shall implement work on the Project as specified in a Work Plan and Budget set forth in Exhibit C.

6. **Project Manager:**

The Project Manager for Grantee is:

~~Ann Willmann,~~ Apryl Ramage, General Manager FRRPD

---

Grantee hereby delegates authority to the Project Manager to manage performance under the Agreement and to delegate authority to others to provide management and support services required for performance of the work and administration of the Agreement. The delegation of authority to submit invoices requires written consent by Grantee which will be provided to the City.

Grantee may change the foregoing delegation by a thirty (30) day prior written notice to City.

City of Oroville  
SBF Fund Administrator  
1735 Montgomery Street  
Oroville, California 95965

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**Notices by Grantee's Project Manager shall be sent to:**

City of Oroville  
SBF Fund Administrator  
1735 Montgomery Street  
Oroville, California 95965

**Notices by City shall be sent to:**

~~Ann Willmann~~ Apryl Ramage, General Manager  
Feather River Recreation & Park District  
1874 Feather River Blvd.  
Oroville, CA 95965

7. **CEQA Compliance.** Prior to implementation of the Project, *if appropriate*, Grantee shall comply with all applicable requirements of the California Environmental Quality Act (CEQA) (California Public Resources Code Sections 21000-21177) and other applicable federal, State and local laws, rules and regulations.
  
8. **Quarterly Reports.** Grantee shall submit detailed quarterly progress reports relating to the Project for review and approval by City. The quarterly reports shall be provided to the Supplemental Benefits Fund Steering Committee for information purposes and comments, as appropriate. The quarterly progress reports shall summarize expenditures, and itemize completed activities, on-going activities, and problems to be resolved. Expense reports shall include a detailed description of work performed on the Project and an accounting of expenses incurred for each activity. The Project expense reports shall also include, but not be limited to, contractors and vendor invoices, receipts for equipment and supplies, and true-up of actual expenses versus projected expenses.

9. **Matching Funds Requirement.** This SBF Grant has a 25% matching funds requirement (\$5,000.00 cash or in-kind). If a payment request is presented without substantiation of the 25% matching funds requirement the payment request will be reduced by 25%.
10. **Method of Payment.** All payments from City to Grantee shall be as reimbursement for actual expenditures by Grantee relating to carrying out the Project in accordance with this Agreement. City shall make payments to Grantee with funds on deposit with the City from DWR in accordance with Standard Agreement No. 4600007302. In order to process Grantee's request for reimbursement, Grantee shall deliver proof of completion, or progress of the work, proof of payment and an original invoice for the work. Within ten (10) days after receipt of a reimbursement request from Grantee, City shall determine whether the request satisfies all the requirements for reimbursement under the Agreement. If City determines that the request meets all such requirements, City shall provide the amount requested by Grantee at the next available bi-weekly check cycle. In no event shall City be obligated to make reimbursement payments to Grantee from any City funds as a result of this Agreement.

Grantee may submit invoices to City no more than once every thirty (30) days.

11. **Final Written Report.** Upon completion of the Project, Grantee shall provide a final written report in a format as directed by City that includes (but is not limited to) the following: (1) a description of conditions before the Project was executed, (2) a summary of the planning work and techniques used, (3) a description of the completed Project, (4) an analysis of the techniques used, and (5) a description of planned long-term monitoring and maintenance of the Project.

The report shall include a complete list of all the costs of the Project and proof of payment of such costs, photographs of restoration activities and techniques and shall include photographs of community participation in planning activities of the



Project. Grantee shall provide Project photos showing the monthly progress of the Project.


12. **Work Plan and Budget.** Items included in the attached Work Plan and Budget, Exhibit C, and designated for funding by City may be undertaken by Grantee only after City's written approval.
13. **Maintenance.** Grantee agrees to maintain the Project in good condition.
14. **Insurance.** Before and during construction of the Project, Grantee or Grantee's contractor shall obtain and maintain. If appropriate, insurance coverage.
15. **Funding Acknowledgement.** The Grantee agrees to post in a prominent place the SBF plaque containing the SBF logo and acknowledging that funding for the project was provided by the State Water Contractors (SWC) and the Department of Water Resources (DWR). The Grantee also agrees to include the SBF logo on all posters and brochures during the time of this grant.
16. **Public Accessibility.** Grantee, its successors and/or assigns, shall make the Project available to the public in perpetuity. This section shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

**CITY OF OROVILLE**

**FEATHER RIVER RECREATION & PARK DISTRICT**

By:   
Linda L. Dahlmeier, Mayor

By:   
~~Ann Willmann, General Manager~~  
Apryl Ramage,


**SUPPLEMENTAL BENEFITS FUND**

By:   
David Pittman, SBF Chairperson

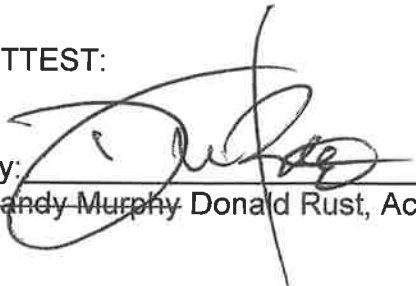
By:   
Don Noble, FRRPD Chairperson

By: \_\_\_\_\_

APPROVED AS TO FORM:

By:   
Scott Huber

ATTEST:

By:   
Randy Murphy Donald Rust, Acting City Clerk

- Attachments:      Exhibit A – Project  
                             Exhibit B – Standard Provisions  
                             Exhibit C – Work Plan and Budget  
                             Exhibit D – Payment Request Transmittal

**EXHIBIT A**  
**PROJECT DESCRIPTION**  
*(The following excerpts are from the grant application)*

## 1. PROJECT DESCRIPTION

*(The Project Description may vary widely in length depending on the size and scope of the project that will be funded and the size of the grant being requested. A useful structure to assist the readers and decision makers is to break the project down into component goals, each with their own heading and complete description. If applicable, comments about staff experience and how the overall project will be measured and sustained)*

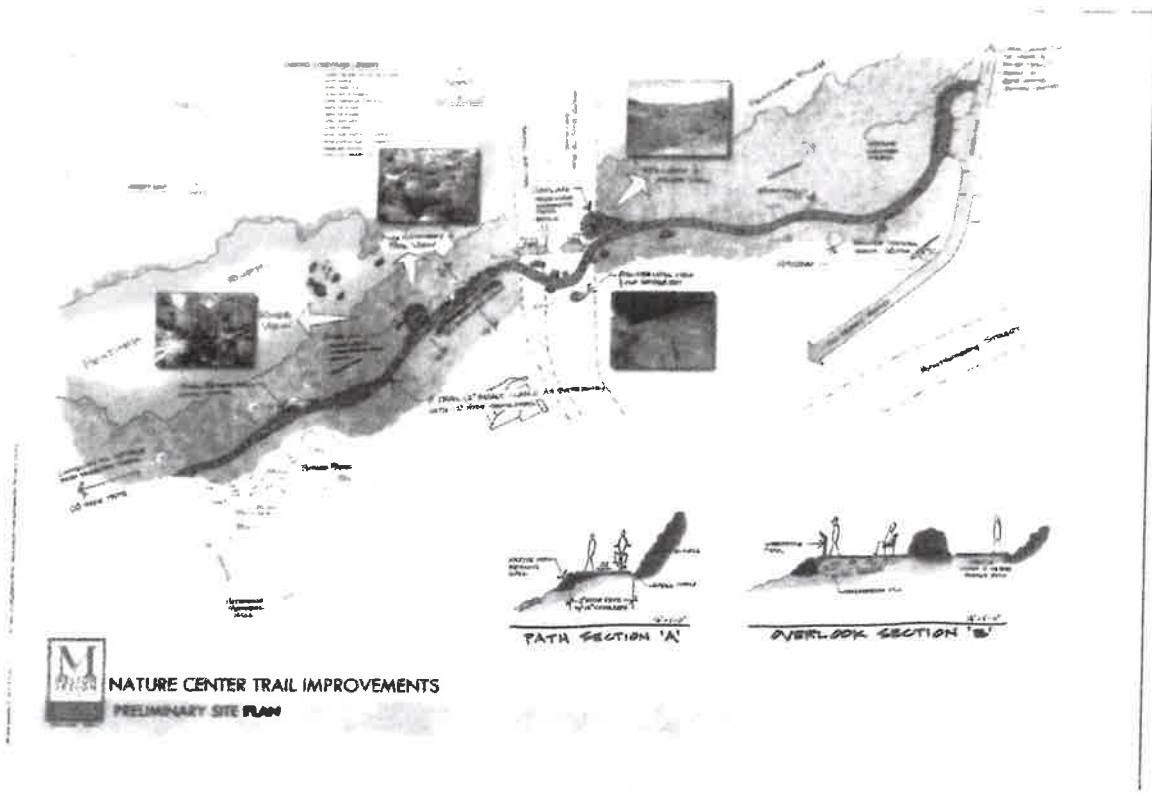
The proposed project is completing the environmental permit process for the connection of the Feather River Bike Path. The current trail ends at the Veteran's Memorial Park. The trail connection would take the trail under the green bridge, connecting to the trail leading to the Nature Center, Fish Ladder and Diversion Pools.

This project is not only listed in the Feather River Recreation & Park District Master Plan, it is also the number one project listed in the Greening Plan which is a comprehensive plan that has been developed for the City of Oroville and surrounding communities.

The trail will provide easy access to the entire river front throughout downtown, into Riverbend Park. It will increase traffic in the under developed area which leads to a decrease in vandalism and illegal camping.

The project will be designed by Melton Design and Engineering is being completed by Northstar Engineering. There are several necessary environmental permits that will need to be obtained prior to construction. These include CEQA, Central Valley Flood Control Board, Archaeological review, and possible Hydrologic Engineer Report. Completion of these permits will make the project shovel ready for future funding.

A draft of the design and required permits is attached.



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**EXHIBIT B  
STANDARD PROVISIONS**

AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties. No oral understanding or agreement not incorporated in the agreement is binding on either party.

ASSIGNMENT: This Agreement is not assignable by Grantee either in whole or in part. Any attempted assignment shall be void.

AUDIT: City shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow City's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of City to audit records and interview staff in any subcontract related to performance of this Agreement.

INDEMNIFICATION: Grantee agrees to indemnify, defend and save harmless City, its officers, agents and employees from any and all liability, lawsuits, claims and losses or costs, including attorney's fees, resulting from the actions, negligence or omissions of Grantee, its officers, employees, agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with this Agreement.

DISPUTES: Grantee shall continue with the responsibilities under this Agreement during any dispute with the City.

TERMINATION FOR CAUSE: The City may terminate this Agreement and be relieved of any payments to Grantee if the Grantee fails to perform the requirements of this Agreement at the time and in the manner herein provided.

INDEPENDENT CONTRACTOR: In carrying out this Agreement, Grantee and its agents, employees, and contractors shall act as independent contractors and not as officers, employees or agents of the City.

TIMELINESS: Time is of the essence in this Agreement.

GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall continue in full force and effect.

COMPLIANCE WITH LAWS: Grantee shall be responsible for all environmental compliance for the Project.

Grantee shall observe and comply with all federal, state, city, and county laws, rules or regulations applicable to the Project, including, without limitation, storm water pollution prevention plan laws, public bidding laws, California Government Code Section 4450 et seq. relating to disability access laws, Americans with Disabilities Act (ADA), and California Labor Code sections 1720 et seq. requiring the payment of prevailing wage rates. Any work done that does not comply with any laws, rules or regulations shall be remedied solely at the Grantee's expense.

NOTICE OF DEFAULT: Subject to any extension of time permitted by this Agreement, a failure or delay by Grantee or City to perform any material term or provision of this Agreement constitutes a material default of this Agreement. In the event of a material default of this Agreement by Grantee or City, either party shall give written notice to the other party of such default specifying the details of the default.

CURE AND REMEDIES: In the event Grantee or City fails to perform any material obligation as set forth in this Agreement, that party shall be in default of this Agreement. In the event that Grantee or City receives written notice of default from the other party, thereafter, that party shall have thirty (30) days within which to cure such default to the reasonable satisfaction of the other party. If the default is not cured within thirty (30) days, Grantee and City shall submit the default to nonbinding mediation. Within thirty (30) days, Grantee and City shall mutually select a disinterested third person with some professional experience related to the subject matter of the default as mediator, and commence mediation. If mediation fails to resolve the default within fifteen (15) days, the non-defaulting party may elect to terminate this Agreement.

UNAVOIDABLE DELAYS: Neither Grantee nor City shall be considered in breach or default in its obligations, nor shall there be deemed a failure to satisfy conditions, with respect to the beginning or completion of obligations under this Agreement, or progress with respect thereto, in the event of "unavoidable delay" in the performance of such obligations, or satisfaction of such conditions, due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of government agencies, acts of other parties, fires, floods, drought, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such unavoidable delay, the time or times for the satisfaction of conditions to this Agreement shall be extended for the period of the unavoidable delay.

5-15



**WORKPLAN & BUDGET**

**(To be provided)**

5-16

**EXHIBIT D  
PAYMENT REQUEST TRANSMITTAL  
SBF GRANT APPROVED 03/04/2015  
NOT TO EXCEED \$20,000.00**

**Submit at: Completion or as a progress payment request**

**Date:**

**To:** City of Oroville  
SBF Fund Administrator  
1735 Montgomery Street  
Oroville, CA 95965

**From:** Feather River Recreation & Park District  
1874 Feather River Blvd.  
Oroville, CA 95965

**Subject:** Request for Reimbursement

**Project:** SBF Grant of \$20,000.00 to assist with the environmental study for portions of the Brad Freeman Trail in Oroville, California

**Amount Requested: \$**

**Summary of Reimbursement Request:**

(The summary should include progress, to date and any or all applicable invoices, canceled checks to substantiate the reimbursement request)



RECEIVED

City of Oroville

DEC 10 2014 3pm

Community Development  
and  
Public Works

*Amanda Tracy*

**Supplemental Benefits Fund  
Oroville, California**

**2014 (Second Release)  
Project Application Form**

MINIMUM REQUEST \$25,000    MAXIMUM REQUEST \$111,000

APPLICATIONS MUST BE RECEIVED NO LATER THAN

4:00 P.M. THURSDAY, DECEMBER 11, 2014

Amount Requested: \$ 45,000

*\$20,000 APPROVED  
Free*

**NOTE: (1) Please complete all requested information; (2) If the question is not applicable to your request enter N/A; (3) If additional space is required please attach additional pages with a reference to the section that you are continuing.**

1. Name of Applicant and Associated Entity (if any)

Feather River Recreation & Park District

2. Legal status: Special District

3. Contact Information

a. Mailing address:

1875 Feather River Blvd. Oroville, CA. 95965

b. Telephone number

530-533-2011

c. Email

ann@frrpd.com

*5-18*

## 2. ORGANIZATION DESCRIPTION

The Feather River Recreation & Park District (FRRPD) was created in 1953 by a vote of the people. We are a Special District that provides park and recreation services to the City of Oroville as well as the surrounding communities. Our service boundaries are over 700 miles.

Currently, we operate 10 parks in our District as well as a 42,000 sq. ft. recreation center. Our parks provide recreational opportunities ranging from walking/biking paths, softball, baseball, multi use fields, 2 swimming pools, and playgrounds. The recreation center is home to recreational and competitive gymnastics, a licensed preschool, dance classes, karate and an after-school program. We employ 9 full time employees and 35-50 part time employees depending on the season.

## 3. CONSISTENCY WITH SBF GOALS

Place a check-mark next to each of the SBF Goals that are consistent with your request



Provide multiple recreational opportunities that utilize and enhance access to existing resources within the boundaries of the Feather River Plan. (SBF 2014)



Encourage secure and managed access for all segments of the populations, with connections to the surrounding community and future development. (SBF 2014)



Ensures the continued success of habitat restoration and improve the ecological health of the river and floodplain in concert with river restoration goals. (SBF 2014)



Ensures proposed projects complement the Department of Water Resources (DWR) Recreation Management Plan (RMP). (RFSP/2010)



Maximizes SBF funding capacity by demonstrating leverage – the project has multiple sources of funding, of which SBF funding is only a part. (RFSP/2010)



Generates other benefits and revenue(s) to the local community. (RFSP/2010)

SBF 2014 = Refined goals approved October 1, 2014

RFSP = Regional Fund Strategic Plan approved April 27, 2010

519



#### 4. PROJECT SELECTION CRITERIA, CONTINUED

##### B. NEXUS TO THE FEATHER RIVER

A project's nexus to the Feather River will be evaluated using the following criteria.  
(Nexus = connection, link; refer to the SBF Vision Statement for additional clarification)

1. Physical proximity to the river,
2. Link to river recreation, and
3. Other river nexus, such as riparian restoration.

Please explain how the proposed project has a nexus with the Feather River. You may include maps, other graphic detail, or additional information that demonstrates the project's nexus with the Feather River.

The current Feather River Bike Trail meanders along the shore of the Feather River. Beginning in Riverbend Park, individuals can travel up river via walking, running or biking, enjoying the natural habitat of the Feather River.

The proposed project would connect the trail from the end at the Veteran's Memorial Park to the Nature Center. Essentially enable users easy access to the river throughout the downtown area and beyond.

Currently there is a designated trail under the bridge, the new trail would allow for ADA accessibility and would remove the natural barriers that currently prohibit open travel on the path.

5-21

**4. PROJECT SELECTION CRITERIA, CONTINUED**  
**C. ENHANCE QUALITY OF LIFE FOR LOCAL RESIDENTS**  
**& ATTRACT VISITORS**

Please describe how the proposed project will enhance the quality of life for local residents and how the project will help to attract visitors to the region. SBF approved projects are intended to be recreational & related projects that help stimulate economic development in the Oroville region. Considerations might include:

1. Availability of the project to local residents.
2. Increase in levels of service to local residents.
3. Project uniqueness.
4. Appeal to visitors (local, regional, and others).

As stated earlier, the trail connection will complete 41 miles of trail that exists in the community. This will not only be a benefit to local residents, but will also enhance recreation experiences for visitors. More visitors translates into increased sales at local businesses and a healthier local economy.

Additionally, improving the access to the trail will reduce unwanted use of the area such as illegal camping and vandalism.

Local residents and visitors will not only have access to the trail, but improved access to the Feather River Nature Center, Fish Barrier Dam and Diversion Pools.



# NATURE CENTER TRAIL

Oroville, CA

## Preliminary Estimated Cost of Plans, Permits and Construction

Project No.: 2014

Date: December 9, 2014

* ENVIRONMENTAL PERMITS AND CONSTRUCTION DRAWINGS		QUANTITY	UNIT PRICE	TOTAL
1	CEQA (IS/MND), includes data for biological resources (but not a complete BRA)	1 LS	\$6,560.00	\$6,560.00
2	Archaeological (does not include any field forms)	1 LS	\$3,200.00	\$3,200.00
3	CVFPB Pre Application Meeting	1 LS	\$1,500.00	\$1,500.00
4	River Surveying	1 LS	\$7,440.00	\$7,440.00
5	HEC-RAS Model	1 LS	\$22,425.00	\$22,425.00
6	Construction Drawings and Project Management	1 LS	\$9,450.00	\$9,450.00
7	Construction Inspections (could be less if built by State Parks Dept)	1 LS	\$4,500.00	\$4,500.00
			<b>SUB TOTAL</b>	<b>\$55,075.00</b>

TRAIL CONSTRUCTION		QUANTITY	UNIT PRICE	TOTAL
8	Construction Mobilization	1 LS	\$3,650.00	\$3,650.00
9	Equipment Cost	1 LS	\$60,000.00	\$60,000.00
10	Material	1 LS	\$20,000.00	\$20,000.00
11	Labor	1 LS	\$40,000.00	\$40,000.00
12	Overlook - picnic, table or bench, rail	2 EA	\$10,000.00	\$20,000.00
13	Handicap Accessible Parking Improvements	1 LS	\$10,000.00	\$10,000.00
14	Drainage Culvert under path / outfall to river	1 LS	\$7,500.00	\$7,500.00
15	Revegetation - remove invasives, add natives	1 LS	\$20,000.00	\$20,000.00
			<b>SUB TOTAL</b>	<b>\$181,150.00</b>

<b>ENVIRONMENTAL PERMITS AND CONSTRUCTION DRAWINGS</b>	<b>\$55,075.00</b>
<b>TRAIL CONSTRUCTION</b>	<b>\$181,150.00</b>
<b>SUB TOTAL</b>	<b>\$236,225.00</b>
<b>10% CONTINGENCY</b>	<b>\$23,622.50</b>
<b>TOTAL</b>	<b>\$259,847.50</b>

Note: This estimate is based on the preliminary concepts and State Park's estimate for construction as of December 9, 2014. It is recognized that neither the Landscape Architect nor the client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid or competitive bidding, market or negotiating conditions. Accordingly, the Landscape Architect cannot warrant or represent that bids or negotiated prices will vary from any statement of probable construction cost.

5/13



## 5. OPTIONAL ADDITIONAL INFORMATION

You may provide any pertinent studies, data, or other information that might help the SBF Steering Committee evaluate the value of the proposed project as identified by the evaluation criterion described above and in the SBF Regional Fund Strategic Plan. While additional supplemental information might help with the project evaluation, providing additional information does not guarantee that a proposed project would receive more favorable consideration than if the additional material were not provided.

Attached you will find a draft design of the trail, the identified permits that will be necessary to bring the project to shovel ready and letters of intent by additional property owners that would provide easements on their property for the trail. Once the permits have been obtained, additional funding sources can be identified for the construction costs so the project can be completed.

7-5-24



Grant Hunsicker  
Director - General Services

**BUTTE COUNTY GENERAL SERVICES  
ADMINISTRATION**

**2081 2<sup>nd</sup> Street  
OROVILLE, CALIFORNIA 95965-3413**

Telephone: (530) 538-2511 Fax: (530) 538-6760  
[ghunsicker@buttecounty.net](mailto:ghunsicker@buttecounty.net)

December 1, 2014

Ann Wilmann  
General Manager  
Feather River Recreation & Park District  
1874 Feather River Boulevard  
Oroville, California 95965

Re: Feather River Bike Trail  
Non-exclusive Easement for Ingress and Egress

Dear Ms. Wilmann,

In support of the planned development of a Class 1 Bike Path in Oroville, California, connecting Riverbend Park at the west end of Montgomery Street to the Feather River Nature Center at Montgomery Street and Old Ferry Road, the County of Butte intends to grant the Feather River Recreation & Park District a Non-exclusive Easement for Ingress and Egress.

The proposed easement would affect a portion of County owned real property identified as Assessor's Parcel Numbers 012-041-003, 004 and 005; together commonly known as 2450 Montgomery Street as well as Assessor's Parcel Number 012-041-006; commonly known as 2374 Montgomery Street.

Please forward draft recording documents to me for review. Final recording documents will need to go before the Butte County Board of Supervisors in a regular meeting for authorization to execute.

Should you have any questions, or need any additional information, please do not hesitate to contact me at 530-538-7064 or via email to [ghunsicker@buttecounty.net](mailto:ghunsicker@buttecounty.net).

Sincerely,

A handwritten signature in black ink, appearing to read "Grant Hunsicker", written over a horizontal line.

Grant Hunsicker  
Director - General Services

GH/mlr

5-26

**NOTE: COMPLETE ITEMS (6-8)  
ONLY IF THEY ARE APPLICABLE TO YOUR REQUEST**

**6. PROJECT READINESS:**

Status of Project Planning:	Anticipated Date	Prepared by
Planning Studies	2015	Northstar Engineering
Preliminary Design	12/11/14	Melton Design Group
Cost Analysis	2015	Melton Design Group
Final Design	12/31/15	Melton Design Group
Construction Bids Submitted	2016	
Construction Period	2016	
First year of Stabilized Operations		

**7. CEQA CLEARANCE**

CEQA Clearance(s) Required & Date Obtained or Anticipated:  
(CEQA = California Environmental Quality Act)

Notice of Exemption	see attached list of permits
Negative Declaration	see attached list of permits
EIR	see attached list of permits
Unknown	see attached list of permits

**8. FUNDING FOR OPERATIONS AND MAINTENANCE**

Identify the source(s) of funding for the operations and maintenance of the project and indicate whether or not the funding has been secured:

PRIMARY FUNDING SOURCE(S)	HAS FUNDING BEEN SECURED?
<input checked="" type="checkbox"/> Public Agency: Feather River Recreation & Park District	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Private Entity: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Other (Provide details)	

527



**THE BEAUTIFUL FEATHER FIVER**



**APPLICANT ACKNOWLEDGEMENT AND SIGNATURE**

*Ann Willmann*

**Authorized Signature**

*12/10/14*

**Date**

**Name and Title (Please type or print)**

*Ann Willmann, General Manager*

**SEND COMPLETED APPLICATION AND 3 COPIES BY  
4:00 P.M. (PST) THURSDAY, DECEMBER 11, 2014**

To:  
City of Oroville  
Supplemental Benefits Fund  
Fund Administrator  
1735 Montgomery Street  
Oroville, Ca 95965

**FAXED OR ELECTRONICALLY TRANSMITTED COPIES WILL NOT BE ACCEPTED**

*5-28*



**SBF USE ONLY**

Date Received: \_\_\_\_\_

How Received: \_\_\_\_\_

Has the applicant provided all information requested in the Preliminary Application?

Yes     No

Notes:

**Record of follow-up:**

Date: \_\_\_\_\_

Issue: Discussed: \_\_\_\_\_

Date: \_\_\_\_\_

Issue: Discussed: \_\_\_\_\_

5-29  
10

## 1. PROJECT DESCRIPTION

*(The Project Description may vary widely in length depending on the size and scope of the project that will be funded and the size of the grant being requested. A useful structure to assist the readers and decision makers is to break the project down into component goals, each with their own heading and complete description. If applicable, comments about staff experience and how the overall project will be measured and sustained)*

The proposed project is completing the environmental permit process for the connection of the Feather River Bike Path. The current trail ends at the Veteran's Memorial Park. The trail connection would take the trail under the green bridge, connecting to the trail leading to the Nature Center, Fish Ladder and Diversion Pools.

This project is not only listed in the Feather River Recreation & Park District Master Plan, it is also the number one project listed in the Greening Plan which is a comprehensive plan that has been developed for the City of Oroville and surrounding communities.

The trail will provide easy access to the entire river front throughout downtown, into Riverbend Park. It will increase traffic in the under developed area which leads to a decrease in vandalism and illegal camping.

The project will be designed by Melton Design and Engineering is being completed by Northstar Engineering. There are several necessary environmental permits that will need to be obtained prior to construction. These include CEQA, Central Valley Flood Control Board, Archaeological review, and possible Hydrologic Engineer Report. Completion of these permits will make the project shovel ready for future funding.

A draft of the design and required permits is attached.

December 8, 2014

Ann Willmann  
General Manager  
Feather River Recreation & Park District  
1875 Feather River Blvd.  
Oroville, CA. 95965

Re: Feather River Bike Trail  
Non-exclusive Easement or Ingress and Egress


Dear Ms. Willmann:

In support of the planned development of a Class 1 Bike Path in Oroville, California, connecting Riverbend Park at the west end of Montgomery Street to the Feather River Nature Center at Montgomery Street and Old Ferry Road, we, William and Dolores Blackwell, owners of 1255 Washington Ave, intend to grant the Feather River Recreation & Park District a Non-exclusive Easement for Ingress and Egress.

We understand the District will develop official documents and file the proper paperwork with the county assessor's office.

Should you have any questions, please feel free to contact us at 530-534-5351.

Sincerely,

  
Dolores Blackwell

5-31

## Bob Marciniak

---

**From:** Bob Marciniak  
**Sent:** Wednesday, September 30, 2015 1:15 PM  
**Subject:** FW: Missing Link of the Brad Freeman Trail  
**Attachments:** Nature Center Trail Proposal 2014-06-03.pdf; Copy of Feather River Trail.xlsx

See Aaron's comments below....bob

**From:** Wright, Aaron@Parks [mailto:Aaron.Wright@parks.ca.gov]  
**Sent:** Friday, September 25, 2015 10:36 AM  
**To:** Bob Marciniak <bmarciniak@cityoforoville.org>  
**Subject:** FW: Missing Link of the Brad Freeman Trail

Hi Bob,

Can you please forward this to the rest of the SBF in reference to the missing link of the Brad Freeman Trail. Based on the proposal from the Melton Design Group it would cost us \$144,916.53 to do the work and could be done in about 60 days once we start. This is just labor and materials, not any of the design, permitting or CEQA costs.

Aaron

**From:** Bob Marciniak [mailto:bmarciniak@cityoforoville.org]  
**Sent:** Wednesday, September 23, 2015 4:55 PM  
**To:** Wright, Aaron@Parks  
**Subject:** FW: Missing Link of the Brad Freeman Trail

Aaron....here is the information that I have in the SBF file regarding the "missing link" of the trail below the Veterans' Memorial Park. Please let me know if you have any questions. Bob

**From:** Bob Marciniak  
**Sent:** Monday, September 21, 2015 12:40 PM  
**To:** David Pittman <dpittman@cityoforoville.org>  
**Cc:** Don L. Rust <drust@cityoforoville.org>  
**Subject:** Missing Link of the Brad Freeman Trail

Hi David, per our discussion I've attached the following:

1. Brief summary of the "missing link"
2. Cost estimate of \$259,847.50 to complete the work
3. Schematics/drawing
4. Letter from Butte County regarding the easement needed to complete the project

I've also placed 2 copies of all of this in your mail box for your use when meeting with Mr. LaMalfa on Wednesday. Please let me know if I can be of further assistance. Bob

*Bob Marciniak*  
CITY OF OROVILLE / PROGRAM SPECIALIST  
Supplemental Benefits Fund & Community Relations

5-32



FEATHER RIVER TRAIL WORK ESTIMATE

**ESTIMATED TOTALS**

Labor	\$39,355.36
Materials	\$16,566.44
Equipment Cost (trail crew)	\$54,119.04
Equipment Cost (HEO)	\$3,175.20
Cost Total	<u>\$113,216.04</u>
Admin Costs	\$31,700.49
Total	\$144,916.53

Trail (approx) (estimated times)	1,100 feet of trail
Brushing	3 days
Rock Work (placing)	15 days
Retaining Wall (strata)	10 days
Culvert Lens	5 days
Rock Cutting	5 days
Trail Thread Cap (lay & compact)	5 days
Prep (admin/staging)	10 days
Total	53 Days

**LABOR**

PMWI (\$29.66/hr)=\$237.28/day X 53 days =	\$12,575.84
SR MA (\$15.98/hr)=\$127.84/day X 48 days =	\$6,136.32
MA (\$14.35/hr)=\$114.80/day X 4 MA's=\$459.20 X 43 days =	\$19,745.60
HEO (\$37.40/hr)=\$299.20/day X 3 days =	\$897.60
	<u>\$39,355.36</u>

533

*Construction Estimate  
California Department of Parks & Recreation*

Bobcat	$\$28.11/\text{hr} \times 8 = 224.88 \times 30 \text{ days} =$	\$6,746.40
Mini Excavator	$\$3,762/\text{month rate}$	\$3,762.00
Kawasawki Mules	$\$2.15/\text{hr} \times 8 = 17.20 \times 35 \text{ days} = 602 \times 2 \text{ mules}$	\$1,204.00
Saws (chain & pole)	$\$1.25/\text{hr} \times 8 = 10.00 \times 3 \text{ days} = 30 \times 3 \text{ saws}$	\$90.00
Compactor Plate	$\$4.09/\text{hr} \times 8 = 32.72 \times 10 \text{ days} =$	\$327.20
Generator	$\$2.09/\text{hr} \times 8 = 16.72 \times 10 \text{ days}$	\$167.20
Elec Jack Hammer	$\$.45/\text{hr} \times 8 = 3.60 \times 10 \text{ days}$	\$36.00
Poinjar	$\$2.25/\text{hr} \times 8 = 18.00 \times 10 \text{ days} =$	\$180.00
Concrete Saw	$\$3.32/\text{hr} \times 8 = 26.56 \times 10 \text{ days} =$	\$265.60
		<u>\$54,119.04</u>
<b><u>Heavy Equipment Operator</u></b>		
10 yard	$\$70.60/\text{hr} \times 8 = 564.80 \times 3 =$	\$1,694.40
Trailer	$\$4.43/\text{hr} \times 8 = 35.44 \times 3 =$	\$106.32
Backhoe	$\$57.27/\text{hr} \times 8 = 458.16 \times 3 =$	\$1,374.48
		<u>\$3,175.20</u>
	<b>GRAND TOTAL</b>	<u><u>\$57,294.24</u></u>

5134

\$2,921.46

\$2,921.46

\$419.00

\$1,973.00

\$1,580.85

\$323.75

\$1,078.82

\$125.10

\$145.88

\$49.90

\$3,870.72

\$15,409.94

\$1,155.80

\$16,565.74

5-35

**LANDSCAPE ARCHITECTURAL SERVICE AGREEMENT BETWEEN CONSULTANT AND CLIENT**

This AGREEMENT, effective as of the \_\_\_\_ day of \_\_\_\_\_ 2014 shall be

BETWEEN the Client: Feather River Recreation and Park District  
1875 Feather River Blvd  
Oroville, CA 95965

and the Consultant: Melton Design Group (MDG)  
Landscape Architecture & Planning  
309 Wall Street  
Chico, CA 95928

Project: Feather River Trail

Location: Between the Feather River Nature Center and Veterans Memorial Park  
Of Project(s) next to the Feather River, Oroville CA

**PROJECT UNDERSTANDING**

The scope of work under this agreement includes topographical surveys, environmental permitting and construction documents for a Class 1 Bike Trail along the Feather River. At this time the trail an existing hiking trail between the Feather River Nature Center and Veterans Memorial Park.

The general limits of the project are identified below.



The Project is within the jurisdiction of the Central Valley Flood Protection Board (CVFPB) and will require an encroachment permit. This may also require a meeting with the Board in Sacramento. At this time, it is assumed that the existing hydrological study that was performed for the Veterans Memorial Park retaining wall will be adequate for the CVFPB permit.

5-36



## SECTION 2 - BASIS OF COMPENSATION

Compensation due Consultant for services described in Section 1 shall be a not to exceed fee of **TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$20,000.00)**. Charges for Services described in Section 1 shall be billed monthly according to the attached schedule of rates.

Client agrees to pay Consultant within forty-five (45) days after the date of billing. Payments due Consultant and unpaid under this Agreement shall bear interest on the unpaid balance at a rate of 1.5% per month which is an annual percentage rate of 18%. If payment is not received within forty-five (45) days, Consultant may, at his discretion, stop work until payment is received.

For Additional Services, provided under Section 3, compensation shall be on an hourly rates and expense basis in accordance with the attached Schedule of Rates.

## SECTION 3 - ADDITIONAL SERVICES

Services not described in Section 1 shall be provided if authorized in writing by Client. Additional Services include but are not limited to:

1. Bid and construction contract documents.
2. Bid or construction administration.
3. Additional meeting, site visits or inspections during construction.
4. Permitting fees.
5. City and/or County construction permits will be by construction contractor.
6. Work involving environmental impact reports or initial study.
7. Civil engineering or design for off-site improvements.
8. Structural engineering or geotechnical reports.
9. Construction material testing such as concrete density or soil compaction tests.
10. Work involving making or processing applications for additional permits.
11. Renderings, models, computer generated animations or other forms of presentation materials, that go beyond the stipulated plans, drawings and documents outlined in Section 1.
12. Any services or reimbursable expenses not included in or in excess of Section 1 that are provided by Melton Design Group at your request or concurrence.

## SECTION 4 - MISCELLANEOUS PROVISIONS

1. The Agreement shall be governed by the laws of the State of California, except it is conclusively presumed that both parties had an equal part in the drafting of this Agreement.
2. Client and Consultant bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement. Neither Client nor Consultant shall assign or otherwise transfer his interest in this Agreement without written consent of the other except that Consultant reserves the right to retain duly licensed persons, firms or corporations as engineering or design consultants for portions of the Work herein provided for.
3. If any one or more of the terms, provisions, or conditions of this Agreement are declared invalid, unenforceable, or void by a court of competent jurisdiction, none of the remaining terms, provisions, or conditions shall be affected and shall be valid and enforceable.
4. Notwithstanding any other provisions in this Agreement to the contrary, nothing herein contained shall be construed as:

5-37



## SCHEDULE OF RATES

### PERSONNEL

Principal Landscape Architect	\$125.00/hour
Associate Landscape Architect	\$100.00/hour
Project Manager	\$95.00/ hour
Landscape Designer	\$55.00/ hour
Irrigation Specialist	\$75.00/ hour
Irrigation Associate	\$55.00/ hour
Graphic Technician	\$65.00/ hour
Drafting Technician I	\$65.00/ hour
Drafting Technician II	\$55.00/ hour
Administration	\$45.00/ hour
Clerical	\$35.00/ hour

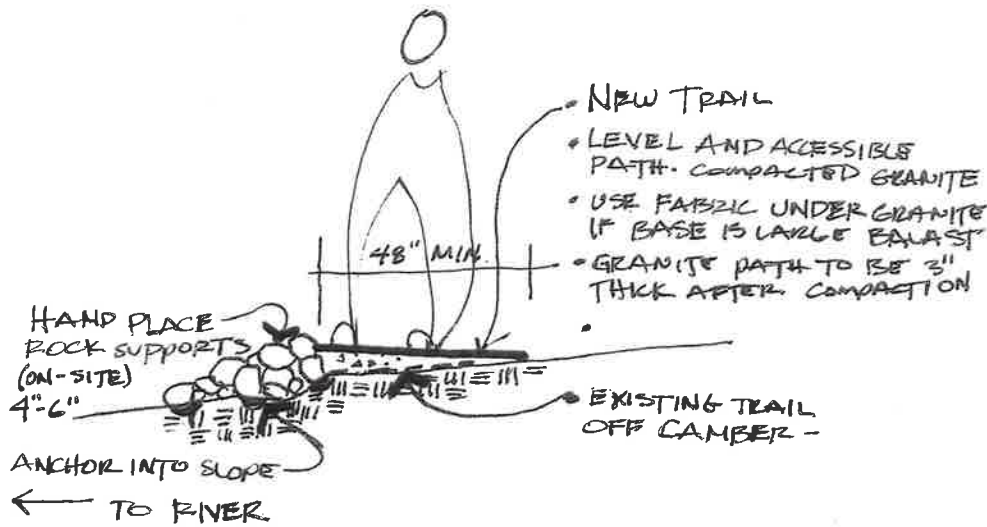
### REIMBURSABLE EXPENSES

Plotting Ink Jet (HP800)	\$1.75 / square foot
Plotting, Color Ink Jet	\$8.00 / square foot
Premium Color Glossy Ink Jet	\$12.00 / square foot
Mylar plots	\$4.00 / square foot
Large Format Xerox Prints (OCE)	\$.75 / square foot
Foam Core	\$10.00
Copies, 8.5 X 11 (cannon)	\$.20 each
Copies, 11 X 17	\$.40 each
Color Copies, 8.5 x 11 (Phaser)	\$1.00 each
Color Copies, 11 X 17	\$2.00 each
Binding	\$2.50 each
CD – Compact Disk	\$1.50
Overnight Mail	Cost Plus 15%
Courier	Cost Plus 15%
Photography	Cost Plus 15%
Soils analysis	Cost Plus 15%
Travel / Automobile	\$.55 / mile

**Note:**

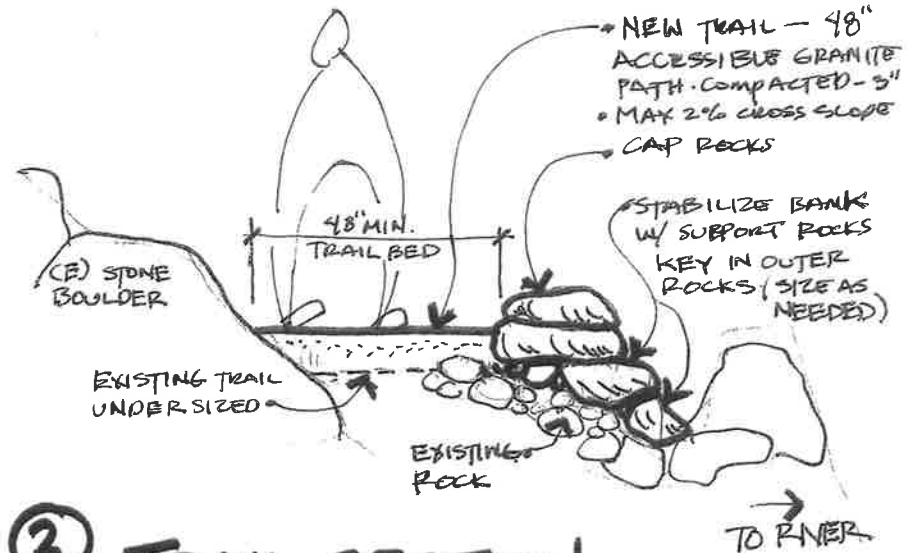
Rates subject to change after one year of proposal.

5-38



# ① TRAIL SECTION - OFF CAMBER

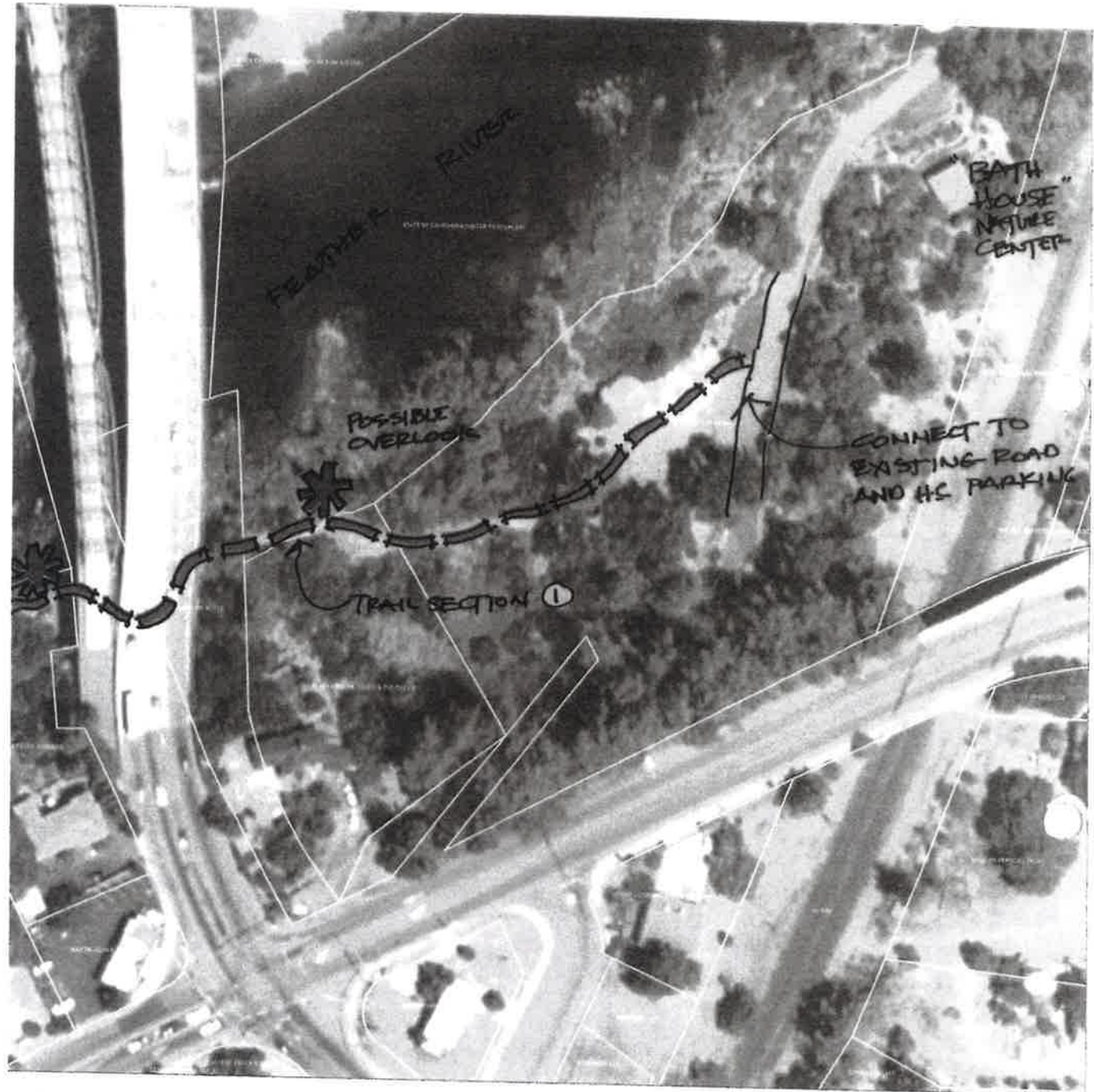
5-39



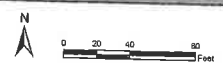
# ② TRAIL SECTION - WIDEN TRAIL

## FEATHER RIVER TRAIL - SECTIONS

5-110



RING



DATE: JANUARY 12, 2012  
PROJECT NUMBER: 2014





**SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE  
STAFF REPORT**

**TO: SBF CHAIRPERSON & COMMITTEE MEMBERS**

**FROM: BOB MARCINIAK, SBF PROGRAM SPECIALIST  
DONALD RUST, ACTING SBF FUND ADMINISTRATOR**

**RE: SBF UPDATE (OCTOBER, NOVEMBER & DECEMBER 2016)**

**DATE: APRIL 5, 2017**

**1. SBF FINANCIAL SUMMARY**

The SBF currently has \$313,173.12 on deposit with commitments of \$244,675.59 and uncommitted funds of \$68,497.63. A spreadsheet detailing NOFA's, Administrative Grants, Matching Funds, and Administrative Expenses is attached.

**2. SBF PROGRAM SPECIALIST SUMMARY OF ACTIVITIES:**

- **January 2017:** Steering Committee Meeting preparation; legal research; attending meetings; transcription of minutes; process of payment reimbursements; filing, correspondence & email. Research, responding to emails. Follow-up with FRCMP consultant ESA.
- **February 2017:** Steering Committee Meeting preparation; legal research; attending meetings; process of payment reimbursements; filing; correspondence & email, ad Hoc Committee meetings. Documentation of current approved projects and research. Update of SBF page on the City of Oroville website. Follow-up with FRCMP consultant ESA. Spillway incident research/updates provided to SBF Steering Committee.
- **March 2017:** Steering Committee Meeting preparation; legal research; attending meetings; process of payment reimbursements; filing; correspondence & emails. Documentation of current approved projects and research. Follow-up with FRCMP consultant ESA. Spillway incident research/updates provided to SBF Steering Committee.

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### 3. AD HOC COMMITTEE UPDATES:

- **Update:** ad Hoc Feather River Consolidated Master Plan: covered in page 2 & 3 of the agenda.
- **Update:** ad Hoc Aquatic Committee: No recent activity. Research of other aquatic centers.
- **Update:** ad Hoc Safety Patrol Committee: No recent activity.
- **Update:** ad Hoc RFSP Review Committee: No recent activity, meetings have been placed on-hold pending the completion of the FRCMP.



**SBF Fund Reconciliation**

	DWR	Released
2006	Contract Amount	\$1,935,000.00
2011	2011 DWR Release	\$100,000.00
2012	2012 DWR Release	\$100,000.00
2013	2013 DWR Release	\$100,000.00
2014	2014 DWR Release	\$100,000.00
2015	2015 DWR Release	\$100,000.00
2016	2016 DWR Release	\$100,000.00
2017	2017 DWR Release	\$100,000.00
	<b>Total Contract/to date:</b>	<b>\$2,635,000.00</b>



**Fund Commitments**

	Cash Flow	Funded	Status	Residual	Committed	Clearing Line	Pending	Line Total
2006 Initial Fund Availability	<b>1,935,000.00</b>							
2008 NOFA/FRRPD Soccer/All Purpose Fields		-1,012,221.74	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-1,012,221.74
2008 NOFA/Table Mountain Golf Course		-30,000.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-30,000.00
2011 NOFA/City of Oroville: Police GEM electrical vehicles		-35,098.49	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-35,098.49
2012 NOFA/Forebay Aquatic Center		-\$46,000.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-46,000.00
2012 NOFA/FRRPD 4th Soccer/All Purpose Field <b>Rescinded</b>		\$0.00	Closed	\$0.00	\$0.00	-\$167,818.37	\$0.00	0.00
2008 NOFA/ Small Projects		-33,471.68	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-33,471.68
2012 NOFA/FRRPD/Disc Golf		-\$1,000.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-1,000.00
2012 NOFA/FRRPD/Marketing Gymnastics		-\$4,170.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-4,170.00
2012 NOFA/FRRPD/Website Development		-\$6,500.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-6,500.00
2012 NOFA/Rotary Club of Oroville		-\$3,624.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-3,624.00
2009/2010 Economic Development/Chamber		-76,427.85	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-76,427.85
2011 NOFA/ Oroville Area Chamber of Commerce		-35,000.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-35,000.00
2011 NOFA/Economic Development/Chamber		-58,868.85	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-58,868.85
2012 NOFA/Chamber/UCEF Event Coordinator		-\$28,500.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-28,500.00
2007 Administrative Expenses (charged in 2008)		0.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	0.00
2008 Administrative Expenses		-22,009.95	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-22,009.95
2009 Administrative Expenses		-44,079.66	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-44,079.66
2009/2010 Admin/Regional Fund Strategic Plan		-173,050.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-173,050.00
2010 Administrative Expenses		-52,927.87	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-52,927.87
2011/2012 DWR Advance Allocation	<b>200,000.00</b>					<b>-\$200,000.00</b>		
2011 Administrative allocation for future consultants		-1,500.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-1,500.00
2011 Administrative Expenses		-21,765.20	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-21,765.20
2012 Administrative Expenses allocation		-30,851.87	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-30,851.87
2012 Consultant Expense/City of Oroville WW/ES		-\$69,971.56	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-69,971.56
2013 DWR Advance Allocation	<b>100,000.00</b>					<b>-\$100,000.00</b>		
2013 Administrative Allocation 07/01/2013-06/30/2014		-30,188.42	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-30,188.42
2013 Administrative Expenses (01/01 to 06/30/2013)		-22,191.67	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-22,191.67
2014 DWR Allocation	<b>100,000.00</b>					<b>-\$100,000.00</b>		
2014 Administrative Expenses/ Riverfront Consultant(ESA)		-44,365.12	Open	\$0.00	-\$24,584.88	<b>\$68,950.00</b>	\$0.00	-\$68,950.00
2014 Event Coordinator		-30,000.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-\$30,000.00
2014 Consultant/Design Oroville Aquatic Center		-13,858.75	Open	\$0.00	-\$3,856.25	\$0.00	\$0.00	-\$20,000.00
2014 Consultant/Design/Environmental Brad Freeman Trail		-20,000.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00
2014 WW Consultant Expense City of Oroville <b>Rescinded</b>		-19,145.89	Closed	\$0.00	\$0.00	-\$122,654.11	\$0.00	-\$19,145.89

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**Fund Commitments**

	Cash Flow	Funded	Status	Residual	Committed	Clearing Line	Pending	Line Total
2014 FRRPD Irrigation Enhancements at Nelson Complex 2016		0.00	Open	\$0.00	-\$24,000.00	\$0.00	\$0.00	-\$24,000.00
2015 Event Coordinator		-30,000.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-\$30,000.00
2014-2016 Administrative Budget (12,055.87 over)		-102,295.87	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-\$102,295.87
2014 Reserve Police Officer Funding for Parks/Trails		-48,403.20	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-\$48,403.20
2014 Administrative Expense/Workshop Facilitator		-5,130.00	Closed	\$0.00	\$0.00	-\$870.00	\$0.00	-5,130.00
2015 DWR Allocation	<b>100,000.00</b>					<b>-\$100,000.00</b>		
Administrative Expense Adjustment from previous budget		0.00		\$0.00	\$0.00	\$0.00	\$0.00	-\$11,327.62
2015 Forebay Aquatic Center		-53,474.47	Closed	\$0.00	\$0.00	\$54,000.00	\$0.00	-\$53,474.47
2015 Forebay Aquatic Center/close-out		0.00	Closed	\$0.00	\$0.00	-\$525.53	\$0.00	-\$523.53
2015 FRRPD Brad Freeman Trail/Environmental		-9,792.00	Open	\$0.00	-\$10,208.00	\$20,000.00	\$0.00	-\$20,000.00
2015 Funding of Lake Oroville Maps and Museum Brochures		-9,969.23	Closed	\$0.00	\$0.00	\$10,000.00	\$0.00	-\$9,969.23
2015 Funding of Lake Oroville Maps and Museum Brochures (not used)		0.00	Closed	\$0.00	\$0.00	-\$30.77		-\$30.77
2015 FRRPD Childrens' Playground at Riverbend North		-50,000.00	Closed	\$0.00	\$0.00	\$50,000.00	\$0.00	-\$50,000.00
2015 Oroville Veterans Memorial Park/Capital Improvements		0.00	Open	\$0.00	-\$112,000.00	\$112,000.00	\$0.00	-\$112,000.00
2016 Event Coordinator (USCEF)		-30,000.00	Open	\$0.00	\$0.00	\$30,000.00	\$0.00	-\$30,000.00
2016 DWR Allocation Received 05/15/2016)	<b>100,000.00</b>					<b>-\$100,000.00</b>		
2016 SBF Administrative Budget (07.01.2016 to 06.30.2017)		-15,973.54	Open	\$0.00	-\$40,026.46	\$56,000.00		-\$56,000.00
2017 Event Coordinator (USCEF)*		0.00	Open	\$0.00	-\$30,000.00	\$30,000.00		-\$30,000.00
2018 Event Coordinator (USCEF)*		0.00		-\$28,500.00	\$0.00	\$28,500.00		\$28,500.00
2017 DWR Allocation due 01/10/2017	<b>100,000.00</b>					<b>-\$100,000.00</b>		
<b>Sub totals:</b>	<b>\$2,635,000.00</b>	<b>(Funded)</b> <b>-2,321,826.88</b>		<b>\$0.00</b>	<b>(Committed)</b> <b>-\$244,675.59</b>	<b>(Available)</b> <b>-68,497.53</b>		<b>-2,635,000.00</b>

**RECAP:**

Funded	-\$2,321,826.88
Residual	\$0.00
Committed	-\$244,675.59
Not Committed/Available	-\$68,497.53
Pending	\$0.00

**Total/Contract/to date: -2,635,000.00**

**FUNDS ON DEPOSIT:**

\$ @ DWR	\$0.00
\$ @ City of Oroville	\$313,173.12
Committed	\$244,675.59
Not Committed	\$68,497.53

**Total \$: 313,173.12**

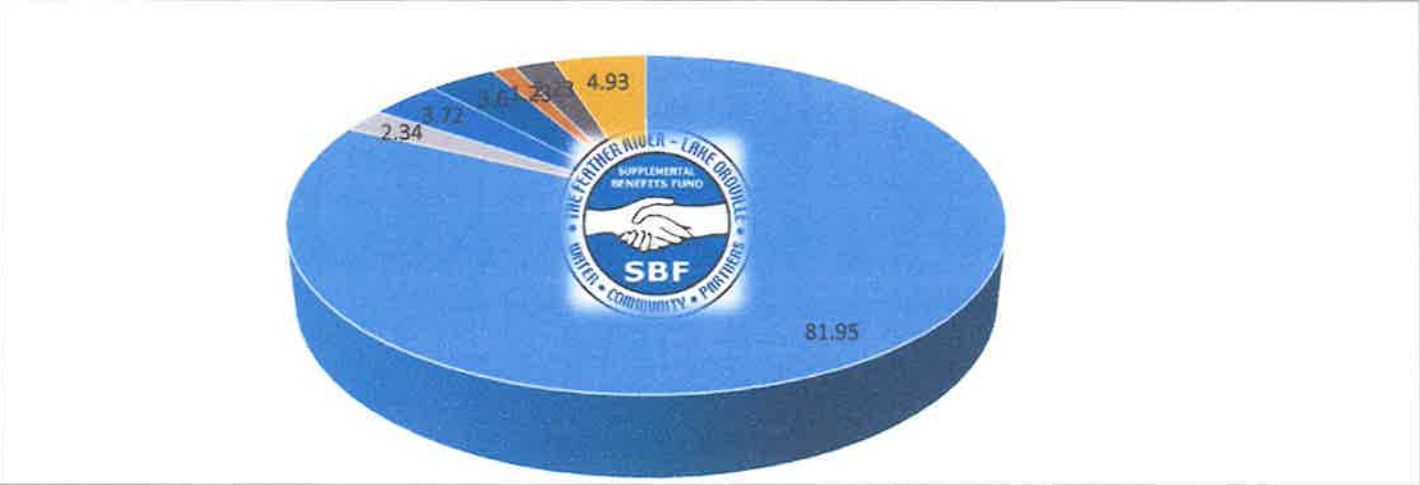
\* Note: Event Coordinator (USCEF) \$58,000 approved/\$30,000 from the 2017 available funds and \$28,500 from the 2018 available funds

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**Supplemental Benefits Fund      \$61,270,000.00**

- \$ Amount if a 50 year license is approved: \$50,000,000 (\$1,000,000 per year)
- \$ Funds considered upfront: \$11,270,000
- \$ Received, to date: \$7,835,000
- \$ Due at License Signing: 3,435,000 (Guaranteed)

**How the upfront money received from DWR/SWC has been spent since 2007**



**Follow the money ...**

	%	\$
Feather River Recreation Park District /Projects (6) (see note 1)	81.95	6,357,891.74
Administration/SBF Program Specialist, Legal, Supplies	4.93	382,310.51
Economic/Chamber of Commerce, Major Event Coordinator	3.72	288,796.70
Community Projects (12)	3.61	279,902.70
City of Oroville/Projects (6)	2.34	181,255.82
Regional Fund Strategic Plan (Requirement of the Settlement Agreement)	2.23	173,050.00
Studies/Whitewater Park, Aquatic Center, Consolidated Feather River Master Plan & Consolidated Feather River Master Plan, Brad Freeman Trail	1.23	95,580.00
<b>Total:</b>	<b>100%</b>	<b>7,758,787.47</b>

Note 1: Includes \$5,200,000 for first two phases of Riverbend Park

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