

**ORANGEVALE RECREATION & PARK DISTRICT
BOARD OF DIRECTORS MEETING
THURSDAY, FEBRUARY 14, 2019**

REGULAR MEETING 6:30 PM

**LOCATION:
6826 Hazel Ave.
Orangevale, CA 95662**

NOTE: The Board of Directors may take up any Agenda item at any time, regardless of the order listed. Action may be taken on any item on the Agenda.

1. CALL TO ORDER

2. ROLL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. PUBLIC DISCUSSION

Any person may address the board upon any subject within the jurisdiction of the Orangevale Recreation & Park District with each speaker being limited to three minutes. However, the Chairperson can impose reasonable limitations to the maximum time per person and per agenda item to allow the Board to complete its business. Any matter that requires action will be referred to staff or committee for a report and action at a subsequent meeting.

6. MINUTES

a. Approval of minutes of January 10, 2019 meeting (supplement)

7. CORRESPONDENCE

a. Confidential envelope – Attorney billing December 2018

8. CONSENT CALENDAR: Reading/Opportunity to Pull Items for Discussion/Board Action

Consent items are considered routine and are intended to be acted upon in one motion, without discussion. During this portion of the meeting, the Consent Calendar will be read aloud. Prior to approval, the Chairperson will give the Board, staff, and public the opportunity to pull any item for discussion. The remaining Calendar will be acted upon. Any pulled items will then be heard and acted upon individually.

8.1 CONSENT MATTERS GENERAL FUND

a. Ratification of Claims for January 2019 (pg 1-2)

b. Budget Status Report for January 2019 (pg 3-5)

c. Revenue Report for January 2019 (pg 6)

8.2 OLLAD CONSENT MATTERS

a. Ratification of Claims for January 2019 (pg 7-8)

b. Budget Status Report for January 2019 (pg 9-10)

8.3 KENNETH GROVE CONSENT MATTERS

a. Ratification of Claims for January 2019 (pg 11)

b. Budget Status Report for January 2019 (pg 12)

9. NON-CONSENT MATTERS GENERAL FUND

10. **STANDING COMMITTEE REPORTS**

- a. Administration & Finance
- b. Maintenance & Operation
- c. Recreation Committee
- d. Personnel & Policy
- e. Government
- f. Planning Committee
- g. Trails Committee
- h. Ad Hoc

11. **ADMINISTRATOR'S REPORT**

- a. Monthly Activity Report – January 2019 (pg 13-16)
- b. Report on Electric Greenway Trail – Next Public Meeting Scheduled for April 9, 2019 (verbal)
- c. Finance Committee Meeting scheduled for Friday, March 29th at 8:00 a.m.

12. **UNFINISHED BUSINESS**

13. **NEW BUSINESS**

- a. Presentation and Approval of Little Free Library Project at Pecan Park by Zane Shumway (presentation)
- b. Approval of the Orangevale Recreation & Park District Fiscal Audit 2017/18 (pg 17-46)
- c. Approve Resolution 19-02-612 Resolution of the Board of Directors of the Orangevale Recreation & Park District Establishing a Schedule of Fees for Use of Park and Recreational Facilities, Programs and Services (pg 47-62)
- d. Approve Resolution 19-02-613 Resolution Allocating Park Development Fees and In-Lieu Fees to District Capital Projects (pg 63-64)
- e. Approval of the Agreement for Acquisition of Real Property, Easement for Public Roadway and Public Utilities, and Easement for Temporary Construction for 24 Months with the County of Sacramento at Youth Center Park for the construction of a Bus Stop and Hazel Avenue Sidewalk Improvements (pg 65-84)
- f. Approve Agreement with Exclusive Exteriors to Construct an ADA Pathway at the Youth Center Park in the Amount of \$52,500 (pg 85-101)
- g. Approve a Date and Time for a Board Workshop to Discuss and Prioritize the District's Capital Improvement, Capital Replacement, and ADA Plan Projects (pg 102)
- h. Approve a Date and Time for a Board Workshop to Discuss Board Governance, The Brown Act, and the Public Records Act (Conducted by McMurchie Law) (pg 103)
- i. Acceptance of the County of Sacramento 2019 Investment Policy for the Pooled Investment Fund (pg 104-121)
- j. Approval of Proposal from SCI Consulting to Provide Consulting Services for Updating the Park Impact Fee Nexus Study and Completing the Five-Year Findings Report (pg 122-129)
- k. Presentation by Blair Aas from SCI Consulting Group Regarding Financing Methods for District Capital Projects (pg 130)

14. **DIRECTOR'S AND STAFF'S COMMENTS**

15. **ITEMS FOR NEXT AGENDA**

16. **ADJOURNMENT**

GENERAL FUND EXPENDITURES
FOR THE MONTH ENDING
JANUARY 31, 2019

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906094568	10124000	CALIF ASSOC FOR PARK & RE	Worker's Comp Insurance	7,861.25
1906094328	20202100	US BANK CORPORATE PAYMENT	Books/Periodical/Subscriptions	155.59
1906094576	20202100	ROBERT PORTER	Books/Periodicals/Subscriptions	170.00
				325.59
1906094328	20202900	US BANK CORPORATE PAYMENT	Business/Conference Expense	400.89
1906094328	20203800	US BANK CORPORATE PAYMENT	Employee Recognition	877.68
1906086001	20203900	CHRISTINA LEVEILLE	Employee Transportation	31.61
1906094584	20203900	SUSAN MYREN	Employee Transportation	49.05
1906099413	20203900	EMILY ROMINE	Employee Transportation	22.35
1906102542	20203900	ANNE-METTE VEILSTRUP	Employee Transportation	13.08
				116.09
1906099417	20205100	CALIF ASSOC FOR PARK & RE	Insurance Liability	23,554.00
1906094534	20205500	HUB INTERNATIONAL	Rental Insurance	109.46
1906094328	20207600	US BANK CORPORATE PAYMENT	Office Supplies	329.38
1906094439	20207600	BURKETT'S OFFICE SUPPLY	Office Supplies	983.69
				1,313.07
1906094536	20208500	PRINT PROJECT MANAGERS IN	Printing Services	4,700.00
1906092247	20219700	AT&T	Telephone Service	21.36
1906092251	20219700	SPRINT P C S	Telephone Service	39.41
1906094367	20219700	COMCAST	Telephone Service	624.58
1906098362	20219700	AT&T	Telephone Service	19.15
				704.50
1906094328	20219800	US BANK CORPORATE PAYMENT	Water	34.87
1906094530	20226200	JJR ENTERPRISES INC	Office Equipment Maintenance Supplies	120.57
1906094439	20232200	BURKETT'S OFFICE SUPPLY	Custodial Supplies	496.45
5001905541	20244300	SUTTER MEDICAL FOUNDATION	Medical Services	37.00
109638881	20250700	SACRAMENTO COUNTY	SB 2557 1st INST ORANGEVALE PARK	8,631.47
1906099418	20253100	DAVID MCMURCHIE	Legal Service	901.00
1906094579	20256200	DESIREE BROWN	Transcribing Service	127.00
1906104021	20259100	CENTERPOINT ENGINEERING I	Other Professional Service	215.00
1906094576	20259101	ROBERT PORTER	Computer Consultant	500.00
1906094328	20285100	US BANK CORPORATE PAYMENT	Recreational Services	250.00
1906094528	20285100	ADRIAAN JANSEN VAN VUUREN	Recreational Services	448.50
1906094565	20285100	RICHARD KOWALESKI	Recreational Services	45.00
1906094489	20285100	STEVEN MIRANDA	Recreational Services	724.75
1906094492	20285100	RESCUE TRAINING INSTITUTE	Recreational Services	42.00
1906094497	20285100	HOLLY COVALT HOLT	Recreational Services	201.60
1906099411	20285100	TERRY MASTEN	Recreational Services	108.00
1906099412	20285100	CORDOVA RECREATION & PARK	Recreational Services	535.50
1906099414	20285100	GRANIT BAY MARTIAL ARTS C	Recreational Services	70.00
1906099415	20285100	KORI SCOTT	Recreational Services	145.80

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2018/2019
JANUARY 2019**

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditures	Expenditures to Date	Funds Available	% Left
1000	SALARIES & EMPLOYEE BENEFITS					
10111000	Salaries & Wages, Regular	835,000.00	52,845.20	401,930.27	433,069.73	52%
10112100	Salaries & Wages, Extra Help	390,000.00	9,930.15	205,781.87	184,218.13	47%
10112400	Salaries, Board members	12,000.00	900.00	4,300.00	7,700.00	64%
10121000	Retirement	210,000.00	19,404.24	104,433.48	105,566.52	50%
10122000	Social Security	90,000.00	4,804.17	45,952.83	44,047.17	49%
10123000	Group Insurance	235,000.00	17,841.52	119,195.02	115,804.98	49%
10124000	Worker's Comp. Ins	60,000.00	7,861.25	15,461.75	44,538.25	74%
10125000	Unemployment Insurance	25,000.00	2,781.23	11,194.20	13,805.80	55%
10128000	Health Care/Retirees	0.00		-	0.00	#DIV/0!
	SUB-TOTAL	1,857,000.00	116,367.76	908,249.42	948,750.58	51%
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	1,500.00		2,279.58	(779.58)	-52%
20202100	Books/Periodicals/Subscrip	750.00	325.59	985.90	(235.90)	-31%
20202900	Business/Conference Expense	5,000.00	400.89	4,263.37	736.63	15%
20203500	Education/Training Serv.	3,500.00		1,700.00	1,800.00	51%
20203600	Education /Training Supplies	1,000.00		-	1,000.00	100%
20203700	Tuition Reimbursement	2,000.00		-	2,000.00	100%
20203800	Employee Recognition	2,000.00	877.68	948.39	1,051.61	53%
20203802	Recognition Items	500.00		-	500.00	100%
20203803	Recognition Events	500.00		-	500.00	100%
20203900	Employee Transportation	3,000.00	116.09	1,089.52	1,910.48	64%
20205100	Liability Insurance	43,000.00	23,554.00	47,108.00	(4,108.00)	-10%
20205500	Rental Insurance	4,000.00	109.46	710.36	3,289.64	82%
20206100	Membership Dues	8,000.00		7,365.00	635.00	8%
20207600	Office Supplies	9,000.00	1,313.07	3,273.76	5,726.24	64%
20207602	Signs	500.00		-	500.00	100%
20207603	Keys	350.00		-	350.00	100%
20208100	Postal Services	6,500.00		4,296.92	2,203.08	34%
20208102	Stamps	3,000.00		504.40	2,495.60	83%
20208500	Printing Services	28,000.00	4,700.00	9,217.80	18,782.20	67%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20210400	Agricultural/Horticultural Supply	1,000.00		-	1,000.00	100%
20211200	Building Maint. Supplies	1,000.00		528.00	472.00	47%
20212200	Chemicals	500.00		-	500.00	100%
20213100	Electrical Maint. Service	400.00		-	400.00	100%
20213200	Electrical Maint. Supplies	500.00		-	500.00	100%
20214100	Land Improv. Maint. Services	500.00		-	500.00	100%
20214200	Land Improv. Maint. Supplies	500.00		-	500.00	100%
20215100	Mechanical System Maint. Ser	500.00		-	500.00	100%
20215200	Mechanical System Maint. Sup	500.00		-	500.00	100%
20216200	Painting Supplies	500.00		-	500.00	100%
20216700	Plumbing Maint. Service	400.00		-	400.00	100%
20216800	Plumbing Maint. Supplies	1,000.00		-	1,000.00	100%

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditures	Expenditures to Date	Funds Available	% Left
20218100	Irrigation Services	500.00		-	500.00	100%
20218200	Irrigation Supplies	500.00		-	500.00	100%
20218500	Permit Charges	3,000.00		-	3,000.00	100%
20219100	Electricity	500.00		-	500.00	100%
20219200	Natural Gas / LPG/ Fuel Oil	500.00		-	500.00	100%
20219300	Refuse Collection / Disposal Service	500.00		-	500.00	100%
20219500	Sewage Disposal Service	500.00		-	500.00	100%
20219700	Telephone Service	15,000.00	704.50	4,863.95	10,136.05	68%
20219800	Water	1,000.00	34.87	34.87	965.13	97%
20219900	Telephone System Maint.	500.00		-	500.00	100%
20220500	Automotive Maint. Service	500.00		-	500.00	100%
20220600	Automotive Maint. Supplies	500.00		-	500.00	100%
20221200	Construction Equip Maint Sup	500.00		-	500.00	100%
20222600	Expendable Tools	500.00		-	500.00	100%
20223600	Fuel & Lubricants	500.00		-	500.00	100%
20226100	Office Equip Maint Service	1,000.00		-	1,000.00	100%
20226200	Office Equip Maint Supplies	5,000.00	120.57	879.16	4,120.84	82%
20227500	Rents/Leases Equipment	500.00		-	500.00	100%
20228100	Shop Equip Maint Service	500.00		-	500.00	100%
20228200	Shop Equip Maint Supplies	500.00		-	500.00	100%
20229100	Other Equip Maint Service	500.00		-	500.00	100%
20229200	Other Equip Maint Supplies	500.00		-	500.00	100%
20231400	Clothing/Personal Supplies	2,000.00		-	2,000.00	100%
20232100	Custodial Services	1,000.00	496.45	496.45	503.55	50%
20232200	Custodial Supplies	1,000.00		2,253.95	(1,253.95)	-125%
20244300	Medical Services	200.00	37.00	347.47	(147.47)	-74%
20250500	Accounting Services	8,000.00		-	8,000.00	100%
20250700	Assessment/Collection Service	18,000.00	8,631.47	8,631.47	9,368.53	52%
20252500	Engineering Services	6,000.00		1,935.00	4,065.00	68%
20253100	Legal Services	15,000.00	901.00	10,222.00	4,778.00	32%
20256200	Transcribing Services	1,000.00	127.00	783.00	217.00	22%
20257100	Security Services	5,000.00		1,492.50	3,507.50	70%
20259100	Other Professional Services	10,000.00	215.00	20,489.14	(10,489.14)	-105%
20259101	Computer Consultants	6,000.00	500.00	3,665.00	2,335.00	39%
20281201	PC Hardware	10,000.00		4,576.39	5,423.61	54%
20281202	PC Software	6,000.00		901.10	5,098.90	85%
20281203	PC Supplies	1,000.00		291.60	708.40	71%
20281900	Elections	0.00		2,008.00	(2,008.00)	#DIV/0!
20285100	Recreational Services	180,000.00	4,334.25	81,898.67	98,101.33	55%
20285200	Recreational Supplies	40,000.00	2,110.29	18,177.29	21,822.71	55%
20289800	Other Operating Exp - Supplies	2,000.00		(388.98)	2,388.98	119%
20289900	Other Operating Exp - Services	2,000.00		-	2,000.00	100%
20291100	System Development Services	3,000.00	2,758.35	2,758.35	241.65	8%
20296200	GS Parking Charges	200.00	12.25	70.00	130.00	65%
	SUB-TOTAL	480,800.00	52,379.78	250,657.38	230,142.62	48%
3000	OTHER CHARGES					
30321000	Interest Expense	14,000.00		13,498.34	501.66	4%
30322000	Bond/Loan Redemption	70,000.00	429.93	65,894.80	4,105.20	6%
30345000	Taxes/Licenses/Assess Trans	2,500.00		-	2,500.00	100%
	SUB-TOTAL	86,500.00	429.93	79,393.14	7,106.86	8%

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditures	Expenditures to Date	Funds Available	% Left
4000	FIXED ASSETS					
41410100	Land	0.00		-	0.00	
42420200	Struc. & Improvements	270,000.00		-	270,000.00	100%
43430300	Vehicles/Equipment	0.00		-	0.00	#DIV/0!
	SUB-TOTAL	270,000.00	-	-	270,000.00	100%
5000	INTERFUND CHARGES					
50557100	Fingerprinting Service	4,000.00		1,002.00	2,998.00	75%
	SUB-TOTAL	4,000.00	-	1,002.00	2,998.00	75%
79790100	<i>Contingency Appropriations</i>	0.00		-	0.00	0%
	<i>Deposit into Reserves</i>	0.00		-	0.00	0%
	GRAND TOTAL	2,698,300.00	169,177.47	1,239,301.94	1,458,998.06	54%

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
REVENUE STATEMENT
FISCAL YEAR 2018/2019
JANUARY 2019**

Account Number	Revenue Account	2018/2019 Budgeted Revenue	Realized This Period	Collection YTD Balance	YTD Uncollected Balance	% Collected
91910100	Prop. Taxes - Current Secured	1,340,000	704,733.67	704,733.67	635,266.33	52.59%
91910200	Prop. Taxes - Current Unsecured	40,000	47,240.07	47,240.07	-7,240.07	118.10%
91910300	Supplemental Taxes Current	10,000	10,125.71	10,125.71	-125.71	101.26%
91910400	Prop. Taxes Sec. Delinquent	10,000		9,677.62	322.38	96.78%
91910500	Prop. Taxes Supp. Delinq.	500		1,907.71	-1,407.71	381.54%
91910600	Unitary Current Secured	12,000	7,351.58	7,351.58	4,648.42	61.26%
91910800	Prior Year Supple-Delinq	-		0.00	0.00	
91910900	Education Rev. Augment. Fund	-		0.00	0.00	
91911000	Prop. Tax - Sec. Delinq. Roll	-		0.00	0.00	
91912000	Prop. Tax - Sec. Redemption	-		0.00	0.00	
91913000	Prop. Tax Prior - Unsecured	1,000	363.36	363.36	636.64	36.34%
91914000	Penalty Costs - Prop. Tax	200	62.62	62.62	137.38	31.31%
91919900	Taxes - Other	-		0.00	0.00	
	<i>SUB-TOTAL TAXES 9100</i>	<i>1,413,700</i>	<i>769,877.01</i>	<i>781,462.34</i>	<i>632,237.66</i>	<i>55.28%</i>
94941000	Interest Income	4,000	4,644.00	5,416.00	-1,416.00	135.40%
94942900	Building Rental Other	100,000	-300.00	57,367.73	42,632.27	57.37%
94943900	Cell Tower Leases	19,600		15,670.68	3,929.32	79.95%
94944800	Rec.Concessions Final 9	17,000		8,496.81	8,503.19	49.98%
94945900	Other Vending Devices	2,000		0.00	2,000.00	0.00%
94949000	Concessions - Other	-		0.00	0.00	
95952200	Homeowner Prop. Tax Relief	15,000	6,656.95	6,656.95	8,343.05	44.38%
95952900	In-Lieu Taxes	270,000		0.00	270,000.00	0.00%
95956900	State Aid - Other Misc. Programs	-		0.00	0.00	
96963313	Miscellaneous Fees	1,000		1,891.49	-891.49	189.15%
96964600	Recreation Service Charges	485,000	-362.30	196,939.42	288,060.58	40.61%
96969700	Security Services	2,500		2,901.99	-401.99	116.08%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	-		1,619.79	-1,619.79	
97973200	Recreation Contributions	-		0.00	0.00	
97973300	Orangevale Clubs	-		0.00	0.00	
97974000	Insurance Proceeds	2,500		843.10	1,656.90	33.72%
97979000	Revenue - Other	500		548.84	-48.84	109.77%
	<i>SUB-TOTAL OTHER MISC. INCOME</i>	<i>919,100</i>	<i>10,638.65</i>	<i>298,352.80</i>	<i>620,747.20</i>	<i>32.46%</i>
	<i>TOTAL BUDGET AMOUNT</i>	<i>2,332,800</i>	<i>780,515.66</i>	<i>1,079,815.14</i>	<i>1,252,984.86</i>	<i>46.29%</i>

OLLAD EXPENDITURES
FOR THE MONTH ENDING
JANUARY 31, 2019

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906094564	20203500	NELSON KIRK	Education/Training Service	195.00
1906086018	20203500	GREG FOELL OR JASON BAIN	Education/Training Service	220.00
				415.00
1906094328	20207600	US BANK CORPORATE PAYMENT	Office Supplies	109.84
1906094569	20210300	NORTHERN CALIFORNIA INALL	Agriculture/Horticulture Service	450.00
1906099375	20210300	NORTHERN CALIFORNIA INALL	Agriculture/Horticulture Service	412.50
				862.50
1906099407	20210400	SITEONE LANDSCAPE SUPPLY	Agriculture/Horticulture Supply	134.77
1906092754	20211200	LOWES BUSINESS ACCOUNT	Building Maintenance Supplies/Materials	119.71
1906099554	20211200	AMERICAN RIVER ACE HARDWA	Building Maintenance Supplies/Materials	107.36
1906102370	20211200	INTERLINE BRANDS INC	Building Maintenance Supplies/Materials	93.37
1906104094	20211200	LOWES BUSINESS ACCOUNT	Building Maintenance Supplies/Materials	41.89
				362.33
1906104006	20212200	AQUA SOURCE INC	Chemical Supplies	271.88
1906104007	20212200	AQUA SOURCE INC	Chemical Supplies	3,890.64
				4,162.52
1906092754	20214200	LOWES BUSINESS ACCOUNT	Land Improvement Maintenance Supplies	66.50
1906099406	20214200	NIMBUS LANDSCAPING MATERI	Land Improvement Maintenance Supplies	10.55
1906104094	20214200	LOWES BUSINESS ACCOUNT	Land Improvement Maintenance Supplies	241.36
				318.41
1906107929	20215100	TDJE INCORPORATED	Mechanical System Maintenance Service	4,613.25
1906104043	20215200	SCP DISTRIBUTORS LLC LINC	Mechanical Systems Maintenance Supply	43.97
1906107927	20216800	SITEONE LANDSCAPE SUPPLY	Plumbing Maintenance Supply	150.50
1906099408	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	69.01
1906092255	20219100	SMUD	Electricity	5,869.77
1906094372	20219200	PACIFIC GAS AND ELECTRIC	Natural Gas/LPG/Fuel Oil	7,074.12
1906092257	20219300	ALLIED WASTE SERVICES OF	Refuse Collection/Disposal Service	1,872.92
1906103679	20219500	COUNTY OF SACRAMENTO	Sewage Disposal Service	513.92
1906102516	20219500	UNITED SITE SERVICES	Sewage Disposal Service	177.86
1906102520	20219500	UNITED SITE SERVICES	Sewage Disposal Service	177.86
1906108019	20219500	COUNTY OF SACRAMENTO	Sewage Disposal Service	377.48
				1,247.12
1906098361	20219800	ORANGE VALE WATER COMPANY	Water	2,687.34
1906099381	20220500	DALE G PHILLIPS ENT #47	Auto Maintenance Service	260.73
1906099554	20220600	AMERICAN RIVER ACE HARDWA	Auto Maintenance Supply	19.89
1906104094	20220600	LOWES BUSINESS ACCOUNT	Auto Maintenance Supply	26.67
				46.56
1906099554	20221200	AMERICAN RIVER ACE HARDWA	Construction Equipment Maintenance Sup	40.60

ORANGEVALE RECREATION AND PARK DISTRICT - OLLAD ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2018/2019
JANUARY 2019

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditure	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20207600	Office Supplies	500.00	109.84	122.78	377.22	75%
20207602	Signs	500.00		-	500.00	100%
20207603	Keys	2,000.00		2.69	1,997.31	100%
20206100	Membership Dues	1,000.00		150.00	850.00	85%
20210300	Agricultural/Horticultural Service	12,000.00	862.50	3,225.00	8,775.00	73%
20210400	Agricultural/Horticultural Supply	15,000.00	134.77	899.13	14,100.87	94%
20211200	Building Maint. Supplies	10,000.00	362.33	2,516.68	7,483.32	75%
20212200	Chemicals	30,000.00	4,162.52	16,271.38	13,728.62	46%
20213100	Electrical Maint. Service	6,000.00		9,463.64	(3,463.64)	-58%
20213200	Electrical Maint. Supplies	2,000.00		478.07	1,521.93	76%
20203500	Education/Training Service	3,000.00	415.00	455.00	2,545.00	85%
20214100	Land Improv. Maint. Service	20,000.00		-	20,000.00	100%
20214200	Land Improv. Maint. Supplies	46,000.00	318.41	8,117.16	37,882.84	82%
20215100	Mechanical System Maint. Ser	10,000.00	4,613.25	5,946.41	4,053.59	41%
20215200	Mechanical System Maint. Sup	3,000.00	43.97	950.67	2,049.33	68%
20216200	Painting Supplies	1,500.00		63.98	1,436.02	96%
20216700	Plumbing Maint. Service	1,000.00		610.00	390.00	39%
20216800	Plumbing Maint. Supplies	4,000.00	150.50	1,010.30	2,989.70	75%
20218100	Irrigation Service	2,000.00		-	2,000.00	100%
20218200	Irrigation Supplies	18,000.00	69.01	7,981.67	10,018.33	56%
20218500	Permit Charges	2,000.00		1,741.75	258.25	13%
20219100	Electricity	83,000.00	5,869.77	48,401.97	34,598.03	42%
20219200	Natural Gas / LPG/ Fuel Oil	30,000.00	7,074.12	17,887.96	12,112.04	40%
20219300	Refuse Collection / Disposal Service	24,000.00	1,872.92	12,978.77	11,021.23	46%
20219500	Sewage Disposal Service	14,000.00	1,247.12	6,799.61	7,200.39	51%
20219800	Water	51,000.00	2,687.34	37,931.46	13,068.54	26%
20219900	Telephone System Maintenance	3,000.00			3,000.00	100%
20220500	Auto Maintenance Service	6,000.00	260.73	373.24	5,626.76	94%
20220600	Auto Maintenance Supplies	6,000.00	46.56	1,725.40	4,274.60	71%
20221200	Construction Equip. Maint. Sup.	500.00	40.60	40.60	459.40	92%
20222600	Expendable Tools	4,000.00	844.12	1,773.99	2,226.01	56%
20223600	Fuel & Lubricants	18,000.00	450.53	8,294.59	9,705.41	54%
20227500	Rent/Lease Equipment	5,000.00	2,135.85	2,424.15	2,575.85	52%
20228100	Shop Equip. Maint. Service	2,000.00		79.45	1,920.55	96%
20228200	Shop Equip. Maint. Supplies	7,000.00	860.18	3,718.69	3,281.31	47%
20229100	Other Equip. Maint. Service	2,500.00		221.67	2,278.33	91%
20229200	Other Equip. Maint. Supplies	4,000.00		1,434.72	2,565.28	64%
20231400	Clothing/Personal Supplies	4,000.00	118.41	837.18	3,162.82	79%
20232200	Custodial Supplies	20,000.00	1,403.06	7,122.99	12,877.01	64%
20250500	Accounting Services	3,000.00		-	3,000.00	100%
20252500	Engineering Services	15,000.00		9,130.76	5,869.24	39%
20253100	Legal Services	18,000.00		14,161.50	3,838.50	21%
20257100	Security Services	16,000.00		7,991.17	8,008.83	50%
20259100	Other Professional Services	38,000.00	5,910.50	27,226.96	10,773.04	28%
20289800	Other Operating Expenses Sup.	3,500.00		222.09	3,277.91	94%
	SUB-TOTAL	567,000.00	42,063.91	270,785.23	296,214.77	52%

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditure	Expenditures to Date	Funds Available	% Left
3000	OTHER CHARGES					
30321000	Interest Expense	0.00		-	0.00	0%
30322000	Bond/Loan Redemption	0.00		-	0.00	0%
30345000	Taxes/Licenses/Assess Trans	1,200.00		1,199.43	0.57	0%
	SUB-TOTAL	1,200.00	-	1,199.43	0.57	0%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	110,000.00		-	110,000.00	100%
43430300	Equipment	70,000.00		-	70,000.00	100%
	SUB-TOTAL	180,000.00	-	-	180,000.00	100%
	GRAND TOTAL	748,200.00	42,063.91	271,984.66	476,215.34	64%

ORANGEVALE RECREATION AND PARK DISTRICT - KENENTH GROVE ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2018/2019
JANUARY 2019

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditures	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	500.00		-	500.00	100%
20207600	Office Supplies	100.00		-	100.00	100%
20207602	Signs	50.00		-	50.00	100%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20219800	Water	800.00	39.19	274.33	525.67	66%
20223600	Fuel & Lubricants	600.00	18.77	328.07	271.93	45%
20250500	Accounting Services	500.00		-	500.00	100%
20252500	Engineering Services	1,000.00		1,000.00	0.00	0%
20253100	Legal Services	100.00		-	100.00	100%
20256200	Transcribing Services	150.00		-	150.00	100%
20259100	Other Professional Services	500.00		-	500.00	100%
20289900	Other Operating Exp - Services	300.00		-	300.00	100%
20291500	COMPASS Costs	300.00		-	300.00	100%
20296200	GS Parking Charges	30.00		-	30.00	100%
	SUB-TOTAL	5,430.00	57.96	1,602.40	3,827.60	70%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	0.00		-	0.00	0%
	SUB-TOTAL	0.00	-	-	0.00	0%
	GRAND TOTAL	5,430.00	57.96	1,602.40	3,827.60	70%

STAFF REPORT



DATE: 2-14-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: **MONTHLY ACTIVITY REPORT – JANUARY 2019**

ADMINISTRATION

- Administrator Foell met with County Supervisor Sue Frost to discuss the potential sidewalk at Orangevale Community Park.
- Administrator Foell, Finance Supt. Von Aesch, Park Supt. Oropeza, and Supervisor Woodford attended the Electric Greenway Community Meeting on January 8th.
- Administrator Foell attended a meeting with district administrators from local park districts and County staff regarding the five-year park development fee update.
- Administrator Foell met with Zane Shumway a student interested in constructing a Little Free Library at Pecan Park.
- Administrator Foell attended the Community Council meeting on January 11th.
- Administrator Foell and Park Supt. Oropeza met with Tom Carden and Aaron Cochran to discuss the park projects for the Big Day of Service on May 11th.
- Administrator Foell and Park Supt. Oropeza met with City of Citrus Heights staff and consultants to discuss design specifications for the Electric Greenway Project.
- Administrator Foell met with Orangevale Water General Manager Joe Duran to discuss future collaborations.
- Administrator Foell met with Corey Von Aesch to discuss a renovation estimate for the fire station on Main Avenue. Many thanks to Mr. Von Aesch for providing this service to the District.
- Administrator Foell attended the first Big Day of Service Team Meeting for 2019.
- Administrator Foell met with Jeff Dubchansky and associates from the Greater Sacramento Softball Association to discuss the District's interest in the fire station.

RECREATION

- Supervisor Bain attended the NCAMA meeting on January 10th.
- Supervisor Bain attended the VFCAL meeting on January 30th.
- Coordinator McAdam and Specialist Romine attended the YTRS meeting on January 3rd.
- Coordinator McAdam and Specialist Romine attended the YTRS Camp Cloud event on January 25th.

December Activities	Enrollment	Attendance	Gross Revenue
Classes			
Aerial Silks Skills For Beginners	1		\$ 132.00
Aiki Jujitsu	9		\$ 461.00
Aikido Teen/Adult	7		\$ 1,048.00
Aikido Youth	9		\$ 723.00
Artist Studio	27		\$ 1,728.00
Ballet - Baby	9		\$ 291.00
Ballet - Pre Ballet	8		\$ 259.00
Basketball Middle School Girls	68		\$ 7,276.00

Basketball Pee Wee	16		\$	785.00
Basketball Top Notch Training	10		\$	1,132.00
Basketball Winter Youth	97		\$	12,418.00
Dance - Foxtrot	2		\$	47.00
Dance - Waltz	3		\$	79.00
Gymnastics - KinderGym	6		\$	900.00
Gymnastics - Paren Participation	4		\$	571.00
Gymnastics - Tot Gymnastics	3		\$	426.00
Internet Drivers Education	4		\$	124.00
Jazzercise				
Karate - Preschool	3		\$	381.00
Karate - SA Shotokan	10		\$	1,369.00
Mini Ninja	2		\$	164.00
Natural Soap Making	1		\$	41.00
New Star Children's Theatre Workshop	3		\$	951.00
Simply Crafty Women		9		
Sunset Chef	14		\$	314.00
Tai-Chi	6		\$	258.00
TwirlSport Baton	2		\$	110.00
TwirlSport Cheer	2		\$	110.00
TwirlSport Tumbling	5		\$	238.00
Ukulele	59		\$	59.00
Yoga for Grown-Ups	9		\$	555.00
Classes Sub Total	380	9	\$	31,802.00
Events				
Polar Bear Plunge	66		\$	302.00
Events Sub Total	66	0	\$	302.00
SENIORS				
Bridge	94		\$	94.00
Mens 50+ 3 on 3 basketball	9		\$	288.00
M.O.V.E. mid day movie		8		
Senior Lunches				
Seniors Sub Total	103	8	\$	382.00
Preschool				
Kinder Kidz	20		\$	5,420.00
Orange Blossoms	20		\$	4,575.00
Seniors Sub Total	40	0	\$	9,995.00
Trips				
Colusa Casino	5		\$	225.00
Trips Sub Total	5		\$	225.00
GRAND TOTAL	594	17	\$	42,706.00

December Gross Revenue Recap – January OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$67,641, \$27,641 over the projected amount. January recreation revenue came in at \$ 64,123, \$16,123 over the projected amount and facility revenue in came in at \$11,724, \$7,724 over the projected amount. *Please note the revenue referenced here includes prepayments for future programs while the revenue figures listed in the chart on the previous page represent revenue attributed to programs occurring in January.*

PROGRAM HIGHLIGHTS

- Winter Youth Basketball started with 97 players, we added an extra practice day and 4 more teams.
- TigerSharks Swim Team enrollment started and already has 90 returning families.
- Steven Miranda is celebrating his 18th year with District instructing Aikido Yoshinkan .

UPCOMING EVENTS

- February 15, Best Friends Bash
- February 23, Reptile and Critter Show

SECURITY

Fulton-El Camino Park District Police Department Monthly Status Report for: Orangevale Recreation and Park District Reporting Period: 2019-01-01 to 2019-01-31

Off Property

Notice To Appear Issued

1) Date/Time: 2019-01-19 18:26

Violation 1: 22450 CVC Stop sign violation, Severity: Inf

Parking Citations Issued

1) Date/Time: 2019-01-26 01:13

V1: 10.24.030(b) SCO Prohibited stopping, standing, parking

OV Community Park (Disc Golf)

Notice To Appear Issued

1) Date/Time: 2019-01-05 00:02

Violation 1: 9.36.067 SCO Park Hours, Severity: Inf

Violation 2: 9.36.057.5 SCO Alcohol in Park, Severity: Inf

2) Date/Time: 2019-01-04 23:53

Violation 1: 9.36.067 SCO Park Hours, Severity: Inf

Violation 2: 9.36.057.5 SCO Alcohol in Park, Severity: Inf

PARKS

Park Infrastructure

All Parks

- Nelson continues to do playground inspections and takes care of repairs on site if necessary.
- Staff removed several large broken branches from Disk Golf, Horse Arena, Pecan, Youth Center and Almond Park.
- Staff put back into place five bridges that were washed downstream from the rain at OV Community Park.
- Staff repaired the neighbors fence due to a fallen tree branch at the Youth Center near the shop.

Mechanics

- Lucas continues to do basic maintenance on all vehicles and mowers.
- Lucas repaired the front tire of the trim mower.
- Lucas replaced the mulching blades on the trim mower.
- Lucas tuned up the gopher machine.
- Lucas repaired the trailer hitch connection to the Ford F150.
- Leaf blower and chain saw maintenance.

Park Irrigation

All Parks

- Curtis and Nelson continue to monitor the pool chemicals and assist in the basic maintenance of the pool.
- Staff helped in the irrigation audit for Oak and Filbert Horse Arena, Disk Golf and Pecan Park identifying all nozzle sizes.

Park Grounds

All Parks

- Staff continues with detail maintenance in all parks and park restrooms.
- Staff continues with storm drain clean up during rain events.

Other Reports

- Doug assisted in the Polar Bear Plunge at Orangevale Community Pool.
- Doug and Curtis took the Christmas Tree decorations down.
- Staff continues to assist Recreation in Youth Center building rentals and programed classes.
- Staff continues with leaf abatement and leaf mulching in several parks of the District.
- Staff installed a new drinking fountain at Almont Park.
- Staff cleaned the maintenance yard and removed all debris from the parking lot. Approximately 10 yards of concrete and 10 yards of wood and other debris were removed.
- Doug assisted in the lining of the soccer fields at Orangevale Community Center and Orangevale Community Park.
- Odell's Pump and Motor Service replaced the impeller and seal to the pool pump.
- Staff is working with the County to have a beaver relocated from Sundance Park. The beaver created a dam that triggered a large fallen tree near the creek edge.

STAFF REPORT



DATE: 2-14-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVAL OF THE ORANGEVALE RECREATION & PARK DISTRICT FISCAL AUDIT 2017/18

RECOMMENDATION

Approve the District Audit for fiscal 2017/18 as completed by auditor Larry Bain.

BACKGROUND

The District contracted with Larry Bain, CPA, to conduct the audit for fiscal 2017/18. The audit has been completed and Mr. Bain will present the audit and discuss the findings. The staff responses to the audit findings are included for your review.

RECOMMENDED MOTION

I move that we approve and file the Orangevale Recreation & Park District fiscal audit for 2017/18.

ORANGEVALE RECREATION AND PARK DISTRICT

FINANCIAL STATEMENTS

JUNE 30, 2018

ORANGEVALE RECREATION AND PARK DISTRICT

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LARRY BAIN, CPA

An Accounting Corporation

2148 Frascati Drive, El Dorado Hills, CA 95762 / 916.601-8894
lpbain@sbcglobal.net

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Orangevale Recreation and Park District
Orangevale, CA

We have audited the accompanying financial statements of the governmental activities, each major fund and the aggregate remaining fund information of Orangevale Recreation and Park District as of and for the fiscal year ended June 30, 2018, and the related notes to the financial statements, which collectively make up the basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our Responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion the basic financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund and the aggregate remaining fund information of the Orangevale Recreation and Park District as of June 30, 2018, and the changes in financial position, of those activities and funds for the fiscal year then ended in conformity with U.S. generally accepted accounting principles.

Other Matters

Required Supplementary Information

The Orangevale Recreation and Park District has not presented the Management Discussion and Analysis that accounting principles generally accepted in the United States has determined is necessary to supplement, although not required to be part of, the basic financial statements.

The required supplementary information other than MD&A, as listed in the table of contents as the budgetary comparison for the General fund and landscape and lighting assessment district on pages 23 and 24 the Orangevale Recreation and Park District Employees' Retirement System Schedule of the District's Proportionate Share of the Net Position Liability and the Retirement System Schedule of the District's Contributions on pages 25 and 26; be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Larry Bain, CPA,
An Accounting Corporation
January 4, 2019

ORANGEVALE RECREATION AND PARK DISTRICT

**STATEMENT OF NET POSITION
JUNE 30, 2018**

	<u>Governmental Activities</u>
Assets	
Cash and investments	\$ 2,169,294
Prepaid expense	15,117
Due from other government	224,891
Restricted cash and investments	576,507
Capital assets:	
Land	6,212,723
Construction in progress	234,031
Land improvements	2,735,647
Buildings and improvements	4,630,980
Equipment	928,381
Less: accumulated depreciation	<u>(4,324,503)</u>
Capital assets-net	<u>10,417,259</u>
Total Assets	<u>13,403,068</u>
Deferred Outflows of Resources	
Deferred outflows-pensions	<u>1,078,070</u>
Liabilities	
Current liabilities:	
Claims payable	89,093
Accrued wage	61,137
Deposits	2,100
Accrued interest	8,437
Due within one year	84,560
Non-current liabilities:	
Due in more than one year	<u>1,716,842</u>
Total Liabilities	<u>1,962,169</u>
Deferred Inflows of Resources	
Deferred inflows-pensions	<u>500,173</u>
Total Deferred Inflows of Resources	<u>500,173</u>
Net Position	
Net investment in capital assets	10,144,565
Unrestricted	<u>1,874,231</u>
Total Net Position	<u>\$ 12,018,796</u>

The notes to the financial statements are an integral part of this statement

ORANGEVALE RECREATION AND PARK DISTRICT

**STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2018**

Functions/programs	Expenses	Program Revenues			Net (Expense)
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Revenue and Change in Net Position Governmental Activities
Governmental Activities					
Community services/recreation	\$ 2,451,031	\$ 612,769	\$ 5,374	\$ 660,182	\$ (1,172,706)
Interest on long-term debt	14,619	-	-	-	(14,619)
Total Governmental Activities	\$ 2,465,650	\$ 612,769	\$ 5,374	\$ 660,182	(1,187,325)

General Revenues:

Taxes:

Property tax, levied for general purposes 1,353,912

Investment income 32,700

Other 3,533

Total general revenues 1,390,145

Change in net position 202,820

Net position - beginning 11,815,976

Net position - ending \$ 12,018,796

The notes to the financial statements are an integral part of this statement

ORANGEVALE RECREATION AND PARK DISTRICT

**GOVERNMENTAL FUNDS
BALANCE SHEET
JUNE 30, 2018**

	Major Funds			Non-Major Funds		Total Governmental Funds
	General Fund	Orangevale Landscape & Lighting District	Park Development Fees	Developer In-Lieu Fees	Kenneth Grove Assessment District	
Assets						
Cash and investments	\$ 1,407,589	\$ 745,085	\$ -	\$ -	\$ 16,620	\$ 2,169,294
Prepaid expense	15,117					15,117
Due from other government	215,618	4,900	3,539	727	107	224,891
Restricted cash and investments	-	-	477,791	98,716	-	576,507
Total Assets	\$ 1,638,324	\$ 749,985	\$ 481,330	\$ 99,443	\$ 16,727	\$ 2,985,809
Liabilities						
Claims payable	\$ 39,997	\$ 49,095	\$ -	\$ -	\$ -	\$ 89,092
Accrued payroll	61,137		-	-	-	61,137
Deposits	2,100	-				2,100
Total Liabilities	103,234	49,095	-	-	-	152,329
Fund Balances						
Restricted	-	-	481,330	99,443	-	580,773
Assigned	910,514	700,890	-	-	16,727	1,628,131
Unassigned	624,576	-	-	-	-	624,576
Total Fund Balances	1,535,090	700,890	481,330	99,443	16,727	2,833,480
Total Liabilities and Fund Balances	\$ 1,638,324	\$ 749,985	\$ 481,330	\$ 99,443	\$ 16,727	\$ 2,985,809

The notes to the financial statements are an integral part of this statement

ORANGEVALE RECREATION AND PARK DISTRICT
RECONCILIATION OF GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
JUNE 30, 2018

Fund Balances of Governmental Funds		\$ 2,833,480
<p>Amounts reported for governmental activities in the statement of net position are different because:</p>		
Capital assets, net of accumulated depreciation, are not current financial resources and are not included in the governmental funds.		10,417,259
Some liabilities, including long-term debt, accrued interest and compensated absences are not due and payable in the current period and therefore are not reported in the funds.		
Compensated absences		(72,975)
Accrued interest		(8,437)
Net pension liability, deferred inflows/outflows		(877,837)
Long-term debt		<u>(272,694)</u>
Net position of governmental activities		<u>\$ 12,018,796</u>

The notes to the financial statements are an integral part of this statement

ORANGEVALE RECREATION AND PARK DISTRICT

**GOVERNMENTAL FUNDS
STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE FISCAL YEAR ENDED JUNE 30, 2018**

	Major Funds			Non-Major Funds		Total Governmental Funds
	General Fund	Orangevale Landscape & Lighting District	Park Development Fees	Developer In-Lieu Fees	Kenneth Grove Assessment District	
Revenues						
Property taxes	\$ 1,340,225	\$ -	\$ -	\$ -	\$ -	\$ 1,340,225
Intergovernmental revenues	13,687	-	-	-	-	13,687
Charges for current services	457,529	-	-	-	-	457,529
Special assessments	-	567,322	92,755	105	5,374	665,556
Use of money and property	170,202	8,996	7,140	1,404	198	187,940
Other revenues and reimbursements	3,533	-	-	-	-	3,533
Total Revenues	1,985,176	576,318	99,895	1,509	5,572	2,668,470
Expenditures						
Salaries and benefits	1,352,035	-	-	-	-	1,352,035
Services and supplies	337,476	471,546	-	-	1,462	810,484
Capital outlay	185,980	56,616	-	-	-	242,596
Debt service						
Principal	60,329	-	-	-	-	60,329
Interest	16,485	-	-	-	-	16,485
Total Expenditures	1,952,305	528,162	-	-	1,462	2,481,929
Total revenues over (under) expenditures Before other financing sources (uses)	32,871	48,156	99,895	1,509	4,110	186,541
Other financing sources (uses)						
Operating transfers in	371,893	-	-	-	-	371,893
Operating transfers out	-	-	(371,893)	-	-	(371,893)
Total Other Financing Sources (Uses)	371,893	-	(371,893)	-	-	-
Net Change in Fund Balances	404,764	48,156	(271,998)	1,509	4,110	186,541
Fund Balances, July 1, 2017	1,116,920	666,140	753,328	97,934	12,617	2,646,939
Prior period adjustment	13,406	(13,406)				-
Fund Balances, June 30, 2018	\$ 1,535,090	\$ 700,890	\$ 481,330	\$ 99,443	\$ 16,727	\$ 2,833,480

The notes to the financial statements are an integral part of this statement

ORANGEVALE RECREATION AND PARK DISTRICT

RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUE,
EXPENDITURES, AND CHANGES IN FUND BALANCE
TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2018

Net Change in Fund Balances - Total Governmental Funds	\$ 186,541
Amounts reported for governmental activities in the Statement of Activities differs from the amounts reported in the Statement of Revenues, Expenditures and Changes in Fund Balances because:	
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the costs of those assets are allocated over their estimated useful lives as depreciation expense or are allocated to the appropriate functional expense when the cost is below the capitalization threshold. This activity is reconciled as follows:	
Cost of assets capitalized	242,596
Depreciation expense	(173,784)
Repayment of long-term debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position.	60,329
Accrued interest reported in the statement of activities does not require the use of current financial resources and, therefore, is not reported in governmental funds.	1,866
Changes in proportions from the pension do not effect expenditures in the governmental funds, but the change is adjusted through expense in the government-wide statement.	(100,492)
Compensated absences reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported in governmental funds.	<u>(14,236)</u>
Change in net position of governmental activities	<u>\$ 202,820</u>

The notes to the financial statements are an integral part of this statement

ORANGEVALE RECREATION AND PARK DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2018

Note 1: Summary of Significant Accounting Policies

The District was organized by a vote of the public. It is operated under the direction of a five-member board duly elected and empowered by the electorate with sole authority over the District operations. Although the District is independent from the Sacramento County Board of Supervisors, its financial activities are processed through the County Auditor-Controller's Office.

In addition to providing recreational programs and services to the community, the District maintains park sites. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as applicable to governments. The following is a summary of the more significant accounting policies:

A. Reporting Entity

The District has defined its reporting entity in accordance with accounting principles generally accepted in the United States of America, which provide guidance for determining which governmental activities, organizations, and functions should be included in the reporting entity. In evaluating how to define the District for financial reporting purposes, management has considered all potential component units. The primary criterion for including a potential component unit within the reporting entity is the governing body's financial accountability. A primary governmental entity is financially accountable if it appoints a voting majority of a component unit's governing body and it is able to impose its will on the component unit, or if there is a potential for the component unit to provide specific financial benefits to, or impose specific financial burdens on, the primary government. A primary government may also be financially accountable if a component unit is fiscally dependent on the primary governmental entity regardless of whether the component unit has a separately elected governing board, a governing board appointed by a higher level of government, or a jointly appointed board.

Based upon the aforementioned oversight criteria, the following are component units:

The Orangevale Landscape and Lighting District and the Kenneth Grove Assessment District are included in the special revenue funds of the District.

B. Basis of Accounting

Government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned or, for property tax revenues, in the period for which levied. Expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized when both measurable and available. Measurable means the amount of the transaction can be determined and available means collectible in the current period or soon enough thereafter to be used to pay liabilities of the current period. Resources not available to finance expenditures and commitments of the current period are recognized as deferred revenue or as a reservation of fund balance. The District considers property taxes available if they are collected within sixty-days after year-end. Expenditures are recorded when the related fund liability is incurred. Principal and interest on general long-term debt, as well as compensated absences and claims and judgments are recorded only when payment is due. General capital acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and capital leases are reported as other financial sources.

ORANGEVALE RECREATION AND PARK DISTRICT

NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2018

Note 1: Summary of Significant Accounting Policies (Continued)

C. Non-Current Governmental Assets/Liabilities

GASB Statement 34 eliminates the presentation of account groups, but provides for these records to be maintained and incorporates the information into the Governmental Activities column in the government-wide statement of net position.

D. Basis of Presentation

Government-Wide Financial Statements

The statement of net position and statement of activities display information about the primary government (the District). These statements include the financial activities of the overall government. Governmental activities are supported by taxes and intergovernmental revenues.

The statement of activities demonstrates the degree to which the program expenses of a given function are offset by program revenues. Program expenses include direct expenses, which are clearly identifiable with a specific function. Program revenues include 1) charges paid by the recipient of goods or services offered by the programs and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented instead as general revenues.

Fund Financial Statements

The fund financial statements provide information about the District's funds. The emphasis of fund financial statements is on major governmental funds, each displayed in separate columns. All remaining governmental funds are separately aggregated and reported as non-major funds.

Governmental Fund Types

Governmental funds are used to account for the District's expendable financial resources and related liabilities (except those accounted for in proprietary funds). The measurement focus is based upon determination of changes in financial position. The following are the District's governmental funds:

General Fund - This fund accounts for all the financial resources not required to be accounted for in another fund. This fund consists primarily of general government type activities.

Special Revenue Funds - These funds account for the activity of the developer in lieu fees, impact fees as well as the two landscape and lighting maintenance districts that are legally restricted to expenditures for specific purposes.

The District does not operate enterprise funds.

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2018**

Note 1: Summary of Significant Accounting Policies (Continued)

E. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

F. Restricted Assets

Restricted assets are financial resources generated for a specific purpose such as construction of improvements and financing of debt obligations. These amounts are restricted, as their use is limited by applicable bond covenants or other external requirements.

G. Compensated Absences

Compensated absences represent the vested portion of accumulated vacation. In accordance with GASB 16, the liability for accumulated leave includes all salary - related payments that are directly and incrementally connected with leave payments to employees, such as retirement pay. A current liability has been recorded in the governmental fund type to account for these vested leave accruals, which are expected to be used within the next fiscal year. At June 30, 2018, a long-term liability of \$72,975 for governmental activities has been recorded in the government-wide, statement of net position for unpaid vacation leave.

H. Property Taxes

The District receives property taxes from the County of Sacramento, which has been assigned the responsibility for assessment, collections, and apportionment of property taxes for all taxing jurisdictions within the County. Secured property taxes are levied on January 1 for the following fiscal year and on which date it becomes a lien on real property. Secured property taxes are due in two installments on November 1 and February 1 and are delinquent after December 10 and April 10, respectively, for the secured roll. Based on a policy by the County called the Teeter Plan, 100% of the allocated taxes are transmitted by the County to the District, eliminating the need for an allowance for uncollectible taxes. The County, in return, receives all penalties and interest. Property taxes on the unsecured roll are due on the January 1 lien date and become delinquent if unpaid by August 31. Property tax revenues are recognized in the fiscal year they are received.

ORANGEVALE RECREATION AND PARK DISTRICT

NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2018

Note 1: Summary of Significant Accounting Policies (Continued)

I. Capital Assets

Capital assets, recorded at historical cost or estimated historical cost if actual historical cost is not available, are reported in the governmental activities and business-type activities columns of the government-wide financial statements. Capital assets include land, buildings and site improvements and equipment and machinery. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Depreciation is recorded in the government-wide financial statements on the straight-line basis over the useful life of the assets as follows:

<u>Assets</u>	<u>Useful Life</u>
Buildings	50 years
Building improvements	10-20 years
Site improvements	10-20 years
Equipment and machinery	5 to 20 years

J: Deferred Inflows of Resources

Deferred inflows of resources in governmental funds arise when potential revenue does not meet the “available” criteria for recognition in the current period. Deferred inflows of resources (deferred revenue in accrual based statements) also arises when resources are received by the District before it has a legal claim to them (i.e., when grant monies are received prior to the incurrence of qualifying expenditures).

K. Interfund Transactions

Operating transfers are transactions to allocate resources from one fund to another fund not contingent on the incurrence of specific expenditures in the receiving fund. Interfund transfers are generally recorded as operating transfers in and operating transfers out in the same accounting period. Transfers between governmental funds are netted as part of the reconciliation to the government-wide presentation.

L. Pensions

For purpose of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the District’s Sacramento County Employees’ Retirement System (SCERS) plans (Plan) and additions to/deductions from the Plan’ fiduciary net position have been determined on the same basis as they are reported by SCERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Note 2: Cash and Investments

Cash and investments at June 30, 2018, consisted of the following:

Checking account	\$ 23,210
Imprest cash	200
Cash and investments with County Treasurer	<u>2,722,391</u>
Total cash and investments	<u>\$ 2,745,801</u>

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2018**

Note 2: Cash and Investments (Continued)

A. Investments Authorized by the California Government Code and the Entity’s Investment Policy

The table below identifies the **investment types** that are authorized for the Orangevale Recreation and Park District by the California Government Code (or the District’s investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the District’s investment policy, where more restrictive) that address **interest rate risk, credit risk and concentration of credit risk**. This table does not address investments of debt proceeds held by bond trustees that are governed by the provisions of debt agreements of the District, rather than the general provisions of the California Government Code or the District investment policy.

<u>Authorized Investment Type</u>	<u>Maximum Maturity</u>	<u>Percentage of Portfolio</u>	<u>Investment in One Issuer</u>
Investment pools authorized under CA			
Statutes governed by Government Code	N/A	None	\$40 million
U.S. Treasury Obligations	5 years	None	None
Bank Savings Accounts	N/A	25%	None
Federal Agencies	5 years	75%	None
Commercial Paper	180 days	20%	None
Negotiable Certificates of Deposit	180 days	20%	None
Re-Purchase Agreements	180 days	20%	None
Corporate Debt	5 years	25%	None

B. Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates that will adversely affect the fair value of and investment. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in market interest rates. Information about the sensitivity of the fair values of the District’s investments to market interest rate fluctuations is provided by the following table that shows the distribution of the District’s investment maturity:

<u>Investment Type</u>	<u>Totals</u>	<u>Remaining Maturity (in Months)</u>	
		<u>12 Months or Less</u>	<u>13-48 Months</u>
Sacramento County*	\$ 2,722,391	\$ 2,722,391	\$ -
Totals	\$ 2,722,391	\$ 2,722,391	\$ -

*Not subject to categorization

C. Concentrations of Credit Risk

The investment policy of the District contains limitations on the amount that can be invested in any one issuer. There are no investments to one issuer exceeding those limits.

D. Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposit or will not be able to recover collateral securities that are in the possession of an outside party.

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2018**

Note 2: Cash and Investments (Continued)

D. Custodial Credit Risk (Continued)

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g. broker-dealer) to a transaction, a government will not be able to recover the value of its investment of collateral securities that are in the possession of another party. The California Government Code and the District's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits; The California Government Code requires that a financial institution secured deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the government unit). The fair value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure the District's deposits by pledging first deed mortgage notes having a value of 150% of the secured public deposits.

At June 30, 2018, the District's deposits balance was \$13,935 and the carrying amount was \$23,210. The difference between the bank balance and the carrying amount was due to normal outstanding checks and deposits in transit. Of the bank balance all was covered by the Federal Depository Insurance or by collateral held in the pledging bank's trust department in the District's name.

E. Investment in Government Pool

Investments are accounted for in accordance with the provisions of GASB Statement No. 31, which requires governmental entities to report certain investments at fair value in the balance sheet and recognize the corresponding change in fair value of investments in the year in which the change occurred. The District reports its investment in the Sacramento County investment pool at fair value based on quoted market information obtained from fiscal agents or other sources if the change is material to the financial statements.

Note 3: Property Plant and Equipment

Activity for general fixed assets capitalized by the District is summarized below:

	Balance July 1, 2017	Additions Adjustments	Retirements/ Adjustments	Balance June 30, 2018
Governmental Activities				
Capital assets, not being depreciated:				
Land	\$ 6,212,723	\$ -	\$ -	\$ 6,212,723
Construction in progress	559,898		(325,867)	234,031
Capital assets, being depreciated:				
Land improvements	2,387,790	347,857		2,735,647
Buildings and improvements	4,430,057	200,923		4,630,980
Equipment	908,697	19,684		928,381
Total capital assets, being depreciated	7,726,544	568,464	-	8,295,008
Less accumulated depreciation for:				
Land improvements	(1,695,874)	(55,921)		(1,751,795)
Buildings and improvements	(1,742,696)	(91,507)		(1,834,203)
Equipment	(712,149)	(26,356)		(738,505)
Total accumulated depreciation	(4,150,719)	(173,784)	-	(4,324,503)
Total capital assets, being depreciated, net	3,575,825	394,680	-	3,970,505
Governmental activities capital assets, net	\$ 10,348,446	\$ 394,680	\$ (325,867)	\$ 10,417,259

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2018**

Note 4: Long-Term Liabilities

The following is a summary of changes in the governmental activities long-term liabilities for the fiscal year ended June 30, 2018:

	Balance July 1, 2017	Additions	Retirements	Balance June 30, 2018	Due Within One Year
Compensated absences	\$ 58,739	\$ 56,726	\$ (42,490)	\$ 72,975	\$ 21,245
Net pension liability	1,307,940	147,793		1,455,733	-
Capital lease	333,023		(60,329)	272,694	63,315
Total	\$ 989,271	\$ 204,519	\$ (102,819)	\$ 1,801,402	\$ 84,560

Governmental activities long-term debt obligations consisted of the following:

Compensated Absences

The District recognizes the accumulated unpaid employee vacation benefits as a liability and the long-term portion is recorded as compensated absences in the government-wide statement of net position. The current portion, if any, is also recorded in the fund financial statement in the general fund.

Capital Lease

The District purchased property adjacent to an existing park for \$800,000. A capital lease was obtained to finance the purchase. Fifteen annual payments in the amount of \$76,814, for both principal and interest, will commence on November 15, 2007 and end November 15, 2021 with a prepayment option beginning November 15, 2013. The annual interest rate on this lease is 4.95%.

The future minimum lease obligations and the net present value of these minimum lease payments as of June 30, 2018, are as follows:

Fiscal Year Ended June 30,	
2019	\$ 76,814
2020	76,814
2021	76,814
2022	76,814
Total minimum lease payments	307,256
Less: Amount representing interest	(34,562)
Present value of minimum lease payments	<u>\$ 272,694</u>

ORANGEVALE RECREATION AND PARK DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2018

Note 5: Park Dedication Fund

The County maintains two funds for the benefit of the Orangevale Recreation and Park District. The corpus of the funds consist of in lieu fees paid by developers of subdivisions within the boundaries of the District. The use of these funds by the District is restricted for the purpose of providing park and recreation facilities to serve the population. The funds are collected by the County of Sacramento building department as part of the developer building fees and then transferred to a District funds established for developer fees. The Board of Directors is required by resolution to authorize transfer of the funds into the general fund of the District, to be spent on restricted projects benefiting the community. The activity of these funds is recorded in special revenue funds of the District.

Note 6: Risk Management

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District together with other districts in the State carry California Association For Park And Recreation Insurance (CAPRI), a public entity risk pool currently operating as a common risk management and insurance program for member districts. The District pays an annual premium to CAPRI for its general insurance coverage. Furthermore the District carries workers compensation coverage with other districts in the State through CAPRI. Membership in the California Association of Recreation and Park Districts is required when applying for CAPRI.

The Agreement for Formation provides that CAPRI will be self-sustaining through member premiums. CAPRI reinsures through commercial companies for general and automobile liability excess claims and all risk property insurance, including boiler and machinery coverage, is subject to a \$2,000 deductible occurrence payable by the District. Financial statements for CAPRI are available at the District's office for fiscal year ending June 30, 2018. Settlements have not exceeded insurance coverage in any of the last three years.

Note 7: Lease Income

The District derives a portion of its revenue from the rental of real property based on a fixed lease amount. All leases of the District are treated as operating leases for accounting purposes. Lease terms are for a period of five years and can be terminated by lessor at any time and without cause by giving the District thirty days written notice of termination. Because these are cancelable leases we do not present the operating revenue over the term of the lease.

Note 8: Defined Benefit Pension Cost-Sharing Employer Plan

A. General Information about the Pension Plans

Plan Descriptions –The Orangevale Recreation and Park District contributes to the Sacramento County Employees' Retirement System (SCERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by SCERS. The plan provides retirement, disability and survivor benefits to beneficiaries. Benefits are established by the County Employees' Retirement Act of 1937, section 31540, et seq. of the California Government Code. SCERS issues a separate actuarial report that includes financial statements and required supplementary information at www.scers.org.

Benefits Provided – SCERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Contributions to the plan are made pursuant to Section 31584 of the County Employees Retirement Law of 1937. Active plan members in the District's defined pension plan are required to contribute between 6.20% and 7.93% of their bi-monthly covered salary for the first \$161 and 9.30% of their semi-monthly covered salary over \$161 for classic members. The District is required to contribute the actuarially determined remaining amounts

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2018**

Note 8: Defined Benefit Pension Cost-Sharing Employer Plan (Continued)

necessary to fund the benefits for its members. The actuarial methods and assumptions used are those adopted by the SCERS' Board of Administration. Under the actuarial funding method used by the System, investments are valued at fair value and all unrealized gains and losses are recognized over the next five years, therefore, contribution rates reflect the impact of market fluctuations on investments during the five-year period after they occur.

The Plans' provisions and benefits in effect at June 30, 2018, are summarized as follows:

	Miscellaneous	
	Prior to January 1, 2013	On or after January 1, 2013
Hire date		
Benefit formula	2% @ 55	2% @ 62
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age	50-55	52 - 67
Benefits , as a % of eligible compensation	1.5% to 2%	1.0% to 2%
Required employee contribution rates	6.20% to 9.30%	7.93%
Required employer contribution rates	23.70%	22.19%

Contributions – Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The District is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

For the year ended June 30, 2018, the contributions recognized as part of pension expense for each Plan were as follows:

Contributions-employer	\$	142,494
Contributions-employee (paid by employer)	\$	-

B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2018, the District reported net pension liabilities for its proportionate shares of the net pension liability of the Plan as follows:

	<u>Proportionate share of Net pension liability</u>
Miscellaneous Plan	\$ 1,455,733

The District's net pension liability for each Plan is measured as the proportionate share of the net pension liability. For the June 30, 2018 reporting period, the net pension liability of each of the Plans is measured as of June 30, 2017, and the total pension liability for each Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2016 rolled forward to June 30, 2017 using standard update procedures. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined.

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2018**

Note 8: Defined Benefit Pension Cost-Sharing Employer Plan (Continued)

The District's proportionate share of the net pension liability as of June 30, 2016 and 2017 was as follows:

Proportion - June 30, 2017	0.075%
Proportion - June 30, 2018	0.070%
Change - Increase (Decrease)	-0.005%

For the year ended June 30, 2018, the District recognized pension expense of \$195,380. At June 30, 2018, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ -	\$ (61,290)
Changes in assumptions	450,784	(7,769)
Net difference between projected and actual earnings on pension plan investments	461,853	(387,338)
Changes in proportion		
Difference in proportionate share of contributions	16,222	(43,776)
District contributions subsequent to the measurement date	142,494	
Total	<u>\$ 1,071,353</u>	<u>\$ (500,173)</u>

\$142,494 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2019.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

<u>Measurement Period</u>		
<u>Ended June 30:</u>		
2019	\$	83,238
2020	\$	203,680
2021	\$	139,076
2022	\$	2,692

Actuarial Assumptions – The total pension liabilities in the June 30, 2016 actuarial valuations were determined using the following actuarial assumptions:

	<u>Miscellaneous</u>
Valuation Date	June 30, 2016
Measurement Date	June 30, 2017
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	7.00%
Inflation	3.00%
Projected Salary Increase	4.50% to 10.75%
Investment Rate of Return	7.00%

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2018**

Note 8: Defined Benefit Pension Cost-Sharing Employer Plan (Continued)

Discount Rate – The discount rates used to measure the Total Pension Liability (TPL) were 7.00% and 7.50% as of valuation dates June 30, 2016 and June 30, 2015, respectively. The projection of cash flows used to determine the discount rate assumed plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the actuarially determined contribution rates. For this purpose, only employer contributions that are intended to fund benefits for current plan members and their beneficiaries are included. Projected employer contributions that are intended to fund the service costs for future plan members and their beneficiaries, as well as projected contributions from future plan members, are not included. Based on those assumptions, the pension Plan’s Fiduciary Net Position was projected to be available to make all projected future benefit payments for current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the TPL as of both June 30, 2016 and June 30, 2015 valuation dates.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of inflation) are developed for each major asset class. These returns are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage, adding expected inflation and subtracting expected investment expenses and a risk margin. The target allocation (approved by the Board) and projected arithmetic real rates of return for each major asset class, after deducting inflation, but before deducting investment expenses, used in the derivation of the long-term expected investment rate of return assumption are summarized in the following

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
U.S. Large Cap Equity	17.00%	5.61%
U.S. Small Cap Equity	4.00%	6.37%
International Developed Equity	16.00%	6.96%
Emerging Market Equity	4.00%	9.28%
High Yield Bonds	1.00%	3.65%
Bank Loans	1.00%	2.96%
Growth Oriented Abs. Return	3.00%	4.97%
Private Equity	9.00%	8.70%
Private Credit/Debt	4.00%	5.10%
Core/Core Plus Bonds	10.00%	1.06%
Global Bonds	3.00%	0.07%
U.S. Treasury	5.00%	0.16%
Diversifying Abs. Return	7.00%	3.04%
Private Real Estate	7.00%	4.37%
Private Assets	7.00%	7.74%
Commodities	2.00%	3.76%

table: (1) An expected inflation of 3.25% used for this period

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents the District’s proportionate share of the net pension liability (NPL) for each Plan, calculated using the discount rate for each Plan, as well as what the District’s proportionate share of the NPL would be if it were calculated using a discount rate 1-percentage point lower or 1-percentage point higher than the current rate:

	<u>Discount Rate -1%</u>	<u>Current Discount</u>	<u>Discount Rate +1%</u>
	<u>(6.00%)</u>	<u>Rate (7.00%)</u>	<u>(8.00%)</u>
Misc Tier 3	\$ 2,507,183	\$ 1,455,733	\$ 597,569

ORANGEVALE RECREATION AND PARK DISTRICT

NOTES TO THE FINANCIAL STATEMENTS JUNE 30, 2018

Note 9: Post Employment Health Care Benefits

On August 20, 2015 the District Board of Directors approved participating in the retiree health care program with Sacramento County for the 2015/16 fiscal year. The County retiree medical and dental premiums, contribution levels and eligibility and participation rules are reviewed and approved annually and at other times as needed. The District and all its retirees shall be subject to the same eligibility requirements and all other rules governing the County Retiree Health Insurance Program.

Plan Description The plan is a single-employer plan and it does not issue a publicly available report. The District participates in the County of Sacramento plan, which provides medical and dental insurance and subsidy/offset payments as authorized by the Board of Supervisors on an annual basis. The Board of Supervisors must approve the benefit annually or it is terminated.

All annuitants are eligible to enroll in a retiree medical and/or dental insurance plan in a given calendar year if (1) they began receiving a continuing retirement allowance from SCERS during the calendar year, or (2) they were enrolled in the annual plan previously approved by the County, or (3) they previously waived coverage but elected to enroll during the County authorized enrollment period with a coverage date effective January of the calendar year.

The amount of any medical subsidy/offset payments made available to eligible annuitants shall be calculated based upon the annuitants SCERS service credits.

Neither SCERS nor the County guarantees that a subsidy/offset payment will be made available to annuitants for the purchase of County-sponsored medical and/or dental insurance. Subsidy/offset payments are not a vested benefit of District employees or SCERS membership.

The amount of the subsidy/offset payment, if any, payable on account of enrollment in a County sponsored retiree medical and/or dental insurance plan is established within the sole discretion of the County Board of Supervisors. The amount of the subsidy/offset payments, the funding policy, the annual OPEB Cost and Net OPEB Obligation as well as the funding status and actuarial methods and assumptions can be found in the Sacramento County Comprehensive Annual Financial Report.

Note 10: ERAF Property Tax Shift

During the 2017-2018 fiscal year the County of Sacramento Department of Finance Auditor Controller Division shifted \$208,077 (estimated) property tax revenue from the Orangevale Recreation and Park District to the educational revenue augmentation fund (ERAF). The ERAF I property tax shift started during the 1992-1993 fiscal year to help solve the State budget crisis. The ERAF I shifts property tax revenues, designated for special districts, to community colleges and schools K-12. The accumulated total property tax revenues shifted from Orangevale Recreation and Park District from the 1992-1993 fiscal year through the 2017-2018 fiscal year was \$3,796,875.

ORANGEVALE RECREATION AND PARK DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2018

Note 11: Gann Limit

Total Subject Revenue 2017-18	\$ 2,005,781
Amount of limit for 2017-18	<u>3,306,089</u>
 Amount (under)/over limit	 <u>\$ (1,300,308)</u>

Under Article XIII B of the California Constitution (the Gann Spending Limitation Initiative), California governmental agencies are restricted as to the amount of annual appropriation from proceeds of taxes. Under Section 10.5 of Article XIII B the appropriations limit is required to be calculated based on the limit for the fiscal year 1986-87, adjusted for inflation and population factors as supplied by the State Department of Finance.

Note 12: Fund Balances – Governmental Funds

The District adopted a policy for GASB Statement No. 54, Fund Balance Reporting. GASB 54 establishes fund balance classifications that comprise a hierarchy based on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. While the classifications of fund balance in the District’s various governmental funds were revised, the implementation of this standard had no effect on total fund balance. Detailed information on governmental fund-type, fund balances are as follows:

	General Fund	Orangevale Landscape & Lighting District	Developer In-Lieu Fees	Park Development Fees	Kenneth Grove Assessment District
Restricted for:					
Developer Deposits	\$ -	\$ -	\$ 99,443	\$ 481,330	\$ -
Total restricted	<u>-</u>	<u>-</u>	<u>99,443</u>	<u>481,330</u>	<u>-</u>
Committed	-	-	-	-	-
Assigned for:					
Capital replacement - Swimming Pool	200,000	-	-	-	-
Capital Replacement - Community Center	150,000	-	-	-	-
Capital Replacement - Parking Lots & Pathways	50,000	-	-	-	-
Capital Replacement - Park Equipment	145,014	-	-	-	-
Maintenance	-	509,690	-	-	16,727
Next years budget	365,500	191,200	-	-	-
Total assigned	<u>910,514</u>	<u>700,890</u>	<u>-</u>	<u>-</u>	<u>16,727</u>
Unassigned	<u>624,576</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
 Total fund balance	 <u>\$ 1,535,090</u>	 <u>\$ 700,890</u>	 <u>\$ 99,443</u>	 <u>\$ 481,330</u>	 <u>\$ 16,727</u>

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2018**

Note 13: Commitments and Contingent Liabilities

Grants are subject to audit to determine compliance with their requirements. District officials believe that if any refunds are required, they would not have a significant effect on the financial condition or liquidity of the District.

In the normal course of business, the District is a defendant in various lawsuits. Defence of lawsuits are typically handled by the District's insurance carrier and losses, if any, are expected to be covered by insurance. The District is unaware of any pending litigation or other contingencies which would have a material effect on the financial condition or liquidity of the District.

As of June 30, 2018 the District had professional service agreements and had committed to a long-term copier operating lease.

ORANGEVALE RECREATION AND PARK DISTRICT

**REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2018**

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues				
Property taxes	\$ 1,263,700	\$ 1,263,700	\$ 1,340,225	\$ 76,525
Intergovernmental revenues	15,000	15,000	13,687	(1,313)
Charges for current services	473,500	473,500	457,529	(15,971)
Use of money and property	132,600	132,600	170,202	37,602
Other revenues	3,000	3,000	3,533	533
	<hr/>	<hr/>	<hr/>	<hr/>
Total Revenues	1,887,800	1,887,800	1,985,176	97,376
Expenditures				
Salaries and benefits	1,721,000	1,721,000	1,352,035	368,965
Services and supplies	485,600	485,600	337,476	148,124
Debt service	83,000	83,000	76,814	6,186
Capital outlay	242,500	242,500	185,980	56,520
	<hr/>	<hr/>	<hr/>	<hr/>
Total Expenditures	2,532,100	2,532,100	1,952,305	579,795
Total revenues over (under) expenditures				
Before other financing sources (uses)	(644,300)	(644,300)	32,871	677,171
Other financing sources (uses)				
Operating transfers in	300,000	300,000	371,893	71,893
Total Other Financing Sources (Uses)	300,000	300,000	371,893	71,893
	<hr/>	<hr/>	<hr/>	<hr/>
Net Change in Fund Balance *	\$ (344,300)	\$ (344,300)	404,764	\$ 749,064
Fund Balances, July 1, 2017			1,116,920	
			<hr/>	
Prior Period Adjustment			13,406	
			<hr/>	
Fund Balances, June 30, 2018			\$ 1,535,090	
			<hr/>	

* Budget was balanced using carryover fund balance.

The note to the required supplementary information is an integral part of this statement

ORANGEVALE RECREATION AND PARK DISTRICT

**REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE
ORANGEVALE LANDSCAPE AND LIGHTING DISTRICT
FOR THE FISCAL YEAR ENDED JUNE 30, 2018**

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues				
Assessments	\$ 555,000	\$ 555,000	\$ 567,322	\$ 12,322
Use of money and property	2,000	2,000	8,996	6,996
Total Revenues	<u>557,000</u>	<u>557,000</u>	<u>576,318</u>	<u>19,318</u>
Expenditures				
Services and supplies	544,200	544,200	471,546	72,654
Capital outlay	185,000	185,000	56,616	128,384
Total Expenditures	<u>729,200</u>	<u>729,200</u>	<u>528,162</u>	<u>201,038</u>
Net Change in Fund Balance	<u>\$ (172,200)</u>	<u>\$ (172,200)</u>	48,156	<u>\$ 220,356</u>
Fund Balances, July 1, 2017			666,140	
Prior Period Adjustment			<u>(13,406)</u>	
Fund Balances, June 30, 2018			<u>\$ 700,890</u>	

* Budget was balanced using carryover fund balance.

The note to the required supplementary information is an integral part of this statement

ORANGEVALE RECREATION AND PARK DISTRICT

**REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE PLAN'S PROPORTIONATE SHARE OF THE NET PENSION
LIABILITY
JUNE 30, 2018**

<u>Reporting Date For Employer under GASB 68 as of June 30</u>	<u>District's proportion of the net pension liability (asset)</u>	<u>District's proportionate share of the net pension liability (asset)</u>	<u>District's covered-employee payroll</u>	<u>District's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll</u>	<u>Plan fiduciary net position as a percentage of the total pension liability</u>
6/30/2014	0.079%	\$1,117,117	\$575,000	194.28%	83.94%
6/30/2015	0.062%	\$476,789	\$611,000	78.03%	93.16%
6/30/2016	0.066%	\$760,573	\$592,000	128.48%	89.46%
6/30/2017	0.075%	\$1,307,940	\$593,000	220.56%	83.21%
6/30/2018	0.070%	\$1,455,733	\$590,000	246.73%	82.52%

* The amounts presented for each fiscal year were determined as of the fiscal year-end

The schedule is presented to illustrate the requirement to show information for 10 years. However, until 10-year trend is compiled, only information for those years for which is available.

The note to the required supplementary information is an integral part of this statement

ORANGEVALE RECREATION AND PARK DISTRICT

**REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF DISTRICT CONTRIBUTIONS
JUNE 30, 2018**

Reporting Date For Employer under GASB 68 as of June 30	Contractually required contribution	Contributions in relation to the contractually required contribution	Contribution deficiency (excess)	District's covered employee payroll	Contribution as a percentage of covered employee payroll
6/30/2014	\$162,000	(\$162,000)	\$0	\$575,000	28.17%
6/30/2015	\$172,000	(\$172,000)	\$0	\$611,000	28.15%
6/30/2016	\$180,000	(\$180,000)	\$0	\$592,000	30.41%
6/30/2017	\$165,000	(\$165,000)	\$0	\$593,000	27.82%
6/30/2018	\$149,000	(\$149,000)	\$0	\$590,000	25.25%

* The amounts presented for each fiscal year were determined as of the fiscal year-end

The schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is complied, only information for those years for which information is available is presented.

The note to the required supplementary information is an integral part of this statement

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTE TO THE REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2018**

Note 1: Budgets and Budgetary Accounting:

As required by State law the District prepares and legally adopts a final operating budget. Public hearings were conducted on the proposed and final budget to review all appropriations and the sources of financing.

The budgets for the general fund and special revenue funds are adopted on the modified accrual basis of accounting.

At the object level, actual expenditures cannot exceed budgeted appropriations. Management can transfer budgeted amounts between expenditure accounts within an object without the approval of the Board of Directors. Significant amendments and appropriation transfers between objects or funds must be approved by the Board of Directors. Appropriations lapse at fiscal year-end.

The budgetary data presented in the accompanying financial statements includes all revisions approved by the Board of Directors.

STAFF REPORT



DATE: 2-14-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVAL OF RESOLUTION 19-02-612 ESTABLISHING A SCHEDULE OF FEES FOR USE OF PARK AND RECREATIONAL FACILITIES, PROGRAMS, AND SERVICES

RECOMMENDATION

Approve Resolution 19-02-612 establishing a schedule of fees for the use of park and recreational facilities, programs, and services.

BACKGROUND

Staff is proposing modest fee increases of five percent effective upon approval as stated in the resolution and accompanying exhibit. In determining the five percent increase in fees, staff considered the minimum wage increases for facility hosts, supply costs and utility cost increases. In addition, staff surveyed Fulton-El Camino, Folsom, Roseville, Sunrise, Fair Oaks and the Orangevale Grange to insure rental fees were comparable and competitive with facilities of similar size and amenities. Staff recommends approval of the five percent increase in fees.

RECOMMENDED MOTION

I move approval of Resolution 19-02-612 establishing a schedule of fees for the use of park and recreational facilities, programs, and services.



RESOLUTION # 19-02-612

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ORANGEVALE RECREATION AND PARK DISTRICT
ESTABLISHING A SCHEDULE OF FEES FOR USE OF PARK AND
RECREATIONAL FACILITIES, PROGRAMS AND SERVICES**

WHEREAS, Public Resources Code Section 5786.1 authorizes the Orangevale Recreation and Park District (the "District") to adopt rules and regulations for the use of the District's recreational facilities, programs and services; and

WHEREAS, the District has enacted Ordinance No. 11-09-002 adopting Chapter 9.36 of the Sacramento County Code entitled Park Regulations, the provisions of which are applicable to the facilities of the District as provided by Section 9.36.015; and

WHEREAS, Ordinance No. 11-09-002 adopting Chapter 9.36 of the Sacramento County Code, Section 9:36:042 provides that the District may adopt by resolution a schedule of fees for use of the District's recreational facilities, programs and services; and

WHEREAS, the District has determined that the user fees set forth in Exhibit A attached hereto and incorporated herein by this reference are reasonably to cover the costs of providing said recreational facilities, programs and services.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE ORANGEVALE RECREATION AND PARK DISTRICT AS FOLLOWS:

1. User fees for park and recreational facilities and services provided by the District shall be charged in the amounts set forth in Exhibit A attached hereto and incorporated herein by this reference;
2. Said user fees are reasonably necessary to recover the cost of providing the facilities and services. Examples of the types of facilities and services for which fees may be charged include, but are not limited to, the following: copies of public records; parking; reservation of buildings and other facilities for exclusive use; participation in organized athletic programs and other recreational programs.
3. Exhibit A shall be amended from time to time as determined by the Board of Directors if it is determined that the user fees set forth are not in an amount reasonably necessary to recover the cost of providing the facilities and services.
4. This Resolution shall take effect upon its adoption.

ON A MOTION by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Board of Directors of the Orangevale Recreation and Park District this 14th day of February 2019 by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED: _____
Chair, Board of Directors

ATTEST: _____
Clerk of the Board

6826 Hazel Avenue
Orangevale, CA 95662
916-988-4373
OVparks.com

**Orangevale Recreation and Park District
2018-2019 Fee Schedule
Exhibit A**

BUILDING/ROOM RENTAL FEES

Orangevale Community Center 6826 Hazel Ave	Min Rental	Rental	Classification		
			Standard	Civic/Non Profit	Civic/Non Profit Youth Serving
			<i>per hour unless noted</i>		
Auditorium (AUD) Mon-Thurs	4 hr	Rate	\$144	\$122	\$116
		Resident Rate	\$116	\$98	\$92
Kitchen Use with Auditorium	<i>Concurrent</i>	Rate (Flat)	\$139	\$132	\$132
Auditorium - Sporting Event M-Th (no set-up & no food)	2 hr	Rate	\$72	\$61	\$57
		Resident Rate	\$57	\$48	\$45
Auditorium (AUD) Friday-Sunday	4 hr	Rate	\$173	\$147	\$139
		Resident Rate	\$139	\$118	\$111
Kitchen Use with Auditorium	<i>Concurrent</i>	Rate (Flat)	\$139	\$132	\$132
Auditorium - Sporting Event Fri-Sun (no set-up & no food)	2 hr	Rate	\$87	\$73	\$69
		Resident Rate	\$69	\$59	\$55

Meeting Room (MR) Mon-Thur	2 hr	Rate	\$79	\$67	\$63
		Resident Rate	\$62	\$53	\$50
Meeting Room (MR) Fri-Sun	4 hr	Rate	\$102	\$86	\$81
		Resident Rate	\$85	\$72	\$68
Kitchen Use with Meet Rm	<i>Concurrent</i>	Rate (Flat)	\$139	\$132	\$132
Meeting Room w/Aud rental (if 4 hrs or less & no food service)	<i>Concurrent w/Aud</i>	Rate (Flat)	\$155	\$131	\$124
		Resident Rate	\$125	\$106	\$100
Meeting Room w/Aud rental (if over 4 hrs OR food service)	<i>Concurrent w/Aud</i>	Rate (Flat)	\$311	\$263	\$249
		Resident Rate	\$249	\$212	\$200

Classroom (CR)	2 hr	Rate (Hourly)	\$35	\$35	\$35
Classroom w/Aud or MR rental (no set-up & no food served)	<i>Concurrent w/rental</i>	Rate (Flat)	\$35	\$35	\$35
Classroom w/Aud or MR rental (with food served in room)	<i>Concurrent w/rental</i>	Rate (Flat)	\$69	\$69	\$69
Classroom Mon - Thur Only	1 hr	Rate	n/a	n/a	Free w/service project

**Orangevale Activity Building
6818 Hazel Ave**

Activity Building (AB) Mon-Thur	2 hr	Rate	\$79	\$67	\$63
		Resident Rate	\$62	\$53	\$50
Activity Building (AB) Fri-Sun	4 hr	Rate	\$102	\$86	\$81
		Resident Rate	\$85	\$72	\$68

**Youth Center
6745 Hazel Ave**

Youth Center (YC) Mon-Thur	2 hr	Rate	\$47	\$40	\$38
		Resident Rate	\$37	\$31	\$30
Youth Center (YC) Fri-Sun	4 hr	Rate	\$47	\$40	\$38
		Resident Rate	\$37	\$31	\$30
Kitchen Use	<i>Concurrent</i>	Rate	Included	Included	Included

**Orangevale Recreation Park District
2018-2019 Fee Schedule**

PICNIC/OUTDOOR FACILITY RENTAL FEES

		Classification			
		Standard	Civic/Non Profit Youth Serving	Public Education	
Orangevale Community Park 7301 Filbert		Rental Period	Rental	Daily Rate	
Family Picnic Shelter (FPS) (Covered pad, 4 tables, BBQ)	Day	Rate	\$83	n/a	M-F School Yr no charge
		Resident Rate	\$69	n/a	
Group Picnic Shelter (GPS) (Covered pad, 12 tables, BBQ)	Day	Rate	\$250	n/a	M-F School Yr no charge
		Resident Rate	\$208	n/a	

Pavilion (PAV) (Covered pad, Band Stand, Dance Area, BBQ - 6 tables)	Day	Rate	\$166	n/a	n/a
		Resident Rate	\$139	n/a	n/a

Horse Arena Use of Arena, Warm-up, Stands, Ann. Booth. No services/no prep.	Day	Rate	\$250	\$208	n/a
		Resident Rate	\$208	\$173	n/a

Stone Amphitheater Staging and seating. No electricity or water available.	Day	Rate	\$83	no charge	no charge
		Resident Rate	\$69	no charge	no charge

Almond Park - 5901 Almond		Rental Period	Rental	Daily Rate	
Family Picnic Shelter (FPS) (Covered pad, 4 tables, BBQ)	Day	Rate	\$83	n/a	M-F School Yr no charge
		Resident Rate	\$69	n/a	
Sand Volleyball Courts (2 Courts Available)	Day	Rate	\$14	n/a	n/a
		Resident Rate	\$12	n/a	
Tennis Courts (2 Courts Available)	2 Hours	Rate	\$14	n/a	n/a
		Resident Rate	\$12	n/a	

Pecan Park - 5945 Pecan		Rental Period	Rental	Daily Rate	
Pickleball Courts (2 Courts Available)	2 hours	Rate	\$14	n/a	n/a
		Resident Rate	\$12	n/a	
Tennis Court (1 Court Available)	2 hours	Rate	\$14	n/a	n/a
		Resident Rate	\$12	n/a	

Palisades Park - 9601 Lake Natoma		Rental Period	Rental	Daily Rate	
Tennis Courts (2 Courts Available)	2 hours	Rate	\$14	n/a	n/a
		Resident Rate	\$12	n/a	

**Orangevale Recreation Park District
2018-2019 Fee Schedule**

ATHLETIC FIELD RENTAL FEES

**Orangevale Community Center Park
6826 Hazel**

	Rental Period	Rental	Classification	
			Standard	Local Youth Sports Organization
Softball Field (SBFN or SBFS) No prep	Hourly	Rate	\$18	n/a
		Resident Rate	\$14	\$14
Softball Field (SBFN or SBFS) No prep	Day (8am-8pm)	Rate	\$139	n/a
		Resident Rate	\$104	\$104
Soccer Field (SF) No prep	Hourly	Rate	\$18	n/a
		Resident Rate	\$14	\$14
Soccer Field (SF) No prep	Day (8am-8pm)	Rate	\$139	n/a
		Resident Rate	\$104	\$104

**Orangevale Community Park
6826 Hazel**

Soccer Field (SF) No prep	Hourly	Rate	\$14	No rental fee Maint fee applies
Soccer Field (SF) No prep	Day (8am-8pm)	Rate	\$118	No rental fee Maint fee applies

**Orangevale Youth Center Park
6826 Hazel**

Baseball Field (SF) No prep	Hourly	Rate	\$14	No rental fee Maint fee applies
Baseball Field (SF) No prep	Monthly	Rate	n/a	No rental fee Maint fee applies

All Other District Parks

	Rental Period	Rental	Standard	Local Youth Sports Organizations
Athletic Fields No prep	Hourly	Rate	14	No rental fee Maint fee applies

San Juan Schools w/Joint Use Agreements

	Rental Period	Rental	Standard	Local Youth Sports Organizations
Athletic Fields No prep	Hourly	Rate	n/a	No rental fee Maint fee applies

**Orangevale Recreation Park District
2018-2019 Fee Schedule**

SWIMMING POOL RENTAL FEES

**Orangevale Community Pool
6826 Hazel Ave**

			Classification		
			Standard	Civic/Non Profit & C/NP Youth Serving	Public Education
Exclusive Use Pool Party	Rental Period	Rental	Use Rate		
Up to 100 guests <i>(includes lifeguards)</i>	2 hr	Rate	\$335	\$300	\$255
		Resident Rate	\$300	\$285	
Up to 100 guests <i>(includes lifeguards)</i>	3 hr	Rate	\$470	\$425	\$350
		Resident Rate	\$425	\$400	

101 to 300 guests <i>(includes lifeguards)</i>	2 hr	Rate	\$420	\$390	\$340
		Resident Rate	\$390	\$370	
101 to 300 guests <i>(includes lifeguards)</i>	3 hr	Rate	\$590	\$540	\$470
		Resident Rate	\$540	\$520	

Pool Party Place (during Public Swim)	Rental Period	Rental	Use Rate		
2 tables reserved w/ 8 per table & 10 youth admission & 1 adult	2 hr	Rate	\$75	\$75	\$75

Pool Rental - Special Use	Min Rental Period	Rental	Rate		
Pool	4 hr	Rate	\$80/hour		
Lifeguard			\$16/hour/lifeguard		
Utilities			actual cost for out of season use		

**Orangevale Recreation Park District
2018-2019 Fee Schedule**

SPECIAL EVENT FACILITY RENTAL FEES

		Classification			
		Standard	Civic/Non Profit Youth Serving	Public Education	
	Rental Period	Rental	Daily Rate		
Horse Arena Use of Arena, Warm-up, Stands, Ann. Booth. No services/no prep.	Day	Rate	\$250	\$208	n/a
		Resident Rate	\$208	\$173	n/a
Disc Golf Course Exclusive Course Rental	Day	Rate	\$208	n/a	n/a
		Resident Rate	\$208	n/a	n/a
Non-exclusive or fundraising tournaments for course improvements.	Day	Rate	\$0	n/a	n/a
Special Event Rental Guidelines The District Board of Directors has given the District Administrator or designee authorization to negotiate rates different from these guidelines based on the type of event, impact to the park, and requested services.	Day	0-50	\$173	\$145	\$145
		51-200	\$347	\$289	\$289
		201-500	\$635	\$520	\$520
		Over 500	\$1,040	\$866	\$866

**Orangevale Recreation Park District
2018-2019 Fee Schedule**

SERVICE FEES

Staffing Charges - District	Minimum Hours	Billable Hourly Rate
Facility Host	2	\$20
Lifeguard	2	\$16
Custodian/Maintenance Worker	2	\$35
Overtime	-	1.5 x the listed rate

Security - Contracted

Security Guard	4	\$37/hr per guard
Park Police	2	\$60/hr per officer

Field and Maintenance Services

Softball Field Water, Drag, & Line	-	\$60/per field
Field Striping	-	\$70/per field
Arena Rototill	-	\$60/per

Field Maintenance Offset Fee	Rental Period	Local Youth Sport Organizations
Athletic Fields	monthly	\$110/per field

Utility Services

Electricity - Indoor	Special Use/Event	\$15/outlet
Electricity - Outdoor	Special Use/Event	\$100/day
Electricity - Outdoor	OVCP Pavilion	\$50/day
Bin for Trash	Special Use/Event	direct cost
Water Access	Special Use/Event	negotiated

Additional Charges	Standard	Civic Non Profit Public Education Local Youth Sports Local Government
Copy Fee	\$0.25/page	\$0.25/page
Electronic Reader Board Message	\$40 per message	\$20 per Message
Outdoor Alcohol Permit	\$50	-
Room Set-up/Clean-up Fee	n/a	\$50
Insurance - Contracted	per yearly agreement w/company + \$20 processing fee	per yearly agreement w/company + \$20 processing fee

**Orangevale Recreation Park District
2018-2019 Fee Schedule**

RENTAL DEPOSIT FEES

Indoor Facilities

Facility	Type of Deposit	# of Guests	No Alcohol	w/Alcohol	Youth Orient w/Alcohol
Orangevale Community Ctr Entire Building	Cleaning/Damage	<i>room capacity</i>	\$600	\$700	\$900
Orangevale Community Ctr Auditorium	Cleaning/Damage	<i>room capacity</i>	\$300	\$400	\$500
Orangevale Community Ctr Meeting Room	Cleaning/Damage	<i>room capacity</i>	\$200	\$300	\$400
Orangevale Community Ctr Classroom	Cleaning/Damage	<i>room capacity</i>	\$100	n/a	n/a
Activity Building	Cleaning/Damage	<i>room capacity</i>	\$200	\$300	\$400
Orangevale Youth Ctr	Cleaning/Damage	<i>room capacity</i>	\$200	\$300	\$400

Outdoor Facilities

Facility	Type of Deposit	# of Guests	No Alcohol	w/Alcohol
Orangevale Community Park Amphitheater	Cleaning/Damage	<i>facility capacity</i>	\$100	\$200
All District Parks	Special Use/Event	<i>per contract</i>	\$500	\$500

District Equipment

Type of Equipment	Type of Deposit	Fee
Softball Bases	Damage/Security	\$50/set
Misc Equipment	Damage/Security	\$100
Flat Screen TV w/ DVD or Projector	Rental Fee	\$30
16 Foot Screen Rental	Rental Fee	\$30
Portable Speaker w/ Mic	Rental Fee	\$20
Coffee Pot	Rental Fee	\$5
Coffee Pot w/ Coffee	Rental Fee	\$15

**Orangevale Recreation and Park District
2017-2018 Fee Schedule
Exhibit A**

BUILDING/ROOM RENTAL FEES

Orangevale Community Center 6826 Hazel Ave	Min Rental	Rental	Classification		
			Standard	Civic/Non Profit	Civic/Non Profit Youth Serving
			<i>per hour unless noted</i>		
Auditorium (AUD) Mon-Thurs	4 hr	Rate	\$138	\$117	\$110
		Resident Rate	\$110	\$93	\$88
Kitchen Use with Auditorium	<i>Concurrent</i>	Rate (Flat)	\$132	\$132	\$132
Auditorium - Sporting Event M-Th (no set-up & no food)	2 hr	Rate	\$68	\$58	\$55
		Resident Rate	\$54	\$46	\$43
Auditorium (AUD) Friday-Sunday	4 hr	Rate	\$165	\$140	\$132
		Resident Rate	\$132	\$112	\$106
Kitchen Use with Auditorium	<i>Concurrent</i>	Rate (Flat)	\$132	\$132	\$132
Auditorium - Sporting Event Fri-Sun (no set-up & no food)	2 hr	Rate	\$83	\$70	\$66
		Resident Rate	\$66	\$56	\$53

Meeting Room (MR) Mon-Thur	2 hr	Rate	\$75	\$63	\$60
		Resident Rate	\$59	\$50	\$48
Meeting Room (MR) Fri-Sun	4 hr	Rate	\$97	\$82	\$77
		Resident Rate	\$81	\$69	\$65
Kitchen Use with Meet Rm	<i>Concurrent</i>	Rate (Flat)	\$132	\$132	\$132
Meeting Room w/Aud rental (if 4 hrs or less & no food service)	<i>Concurrent w/Aud</i>	Rate (Flat)	\$147	\$125	\$118
		Resident Rate	\$119	\$101	\$95
Meeting Room w/Aud rental (if over 4 hrs OR food service)	<i>Concurrent w/Aud</i>	Rate (Flat)	\$296	\$251	\$237
		Resident Rate	\$238	\$201	\$190

Classroom (CR)	2 hr	Rate (Hourly)	\$33	\$33	\$33
Classroom w/Aud or MR rental (no set-up & no food served)	<i>Concurrent w/rental</i>	Rate (Flat)	\$33	\$33	\$33
Classroom w/Aud or MR rental (with food served in room)	<i>Concurrent w/rental</i>	Rate (Flat)	\$66	\$66	\$66
Classroom Mon - Thur Only	1 hr	Rate	n/a	n/a	Free w/service project

**Orangevale Activity Building
6818 Hazel Ave**

Activity Building (AB) Mon-Thur	2 hr	Rate	\$75	\$63	\$60
		Resident Rate	\$59	\$50	\$48
Activity Building (AB) Fri-Sun	4 hr	Rate	\$97	\$82	\$77
		Resident Rate	\$81	\$69	\$65

**Youth Center
6745 Hazel Ave**

Youth Center (YC) Mon-Thur	2 hr	Rate	\$45	\$38	\$36
		Resident Rate	\$35	\$30	\$28
Youth Center (YC) Fri-Sun	4 hr	Rate	\$45	\$38	\$36
		Resident Rate	\$35	\$30	\$28
Kitchen Use	<i>Concurrent</i>	Rate	Included	Included	Included

**Orangevale Recreation Park District
2017-2018 Fee Schedule**

PICNIC/OUTDOOR FACILITY RENTAL FEES

		Classification			
		Standard	Civic/Non Profit Youth Serving	Public Education	
Orangevale Community Park 7301 Filbert		Rental Period	Rental	Daily Rate	
Family Picnic Shelter (FPS) (Covered pad, 4 tables, BBQ)	Day	Rate	\$79	n/a	M-F School Yr no charge
		Resident Rate	\$66	n/a	
Group Picnic Shelter (GPS) (Covered pad, 12 tables, BBQ)	Day	Rate	\$238	n/a	M-F School Yr no charge
		Resident Rate	\$198	n/a	
Pavilion (PAV) (Covered pad, Band Stand, Dance Area, BBQ - 6 tables)					
	Day	Rate	\$158	n/a	n/a
		Resident Rate	\$132	n/a	n/a
Horse Arena Use of Arena, Warm-up, Stands, Ann. Booth. No services/no prep.					
	Day	Rate	\$238	\$198	n/a
		Resident Rate	\$198	\$165	n/a
Stone Ampitheater Staging and seating. No electricity or water available.					
	Day	Rate	\$79	no charge	no charge
		Resident Rate	\$66	no charge	no charge
Almond Park - 5901 Almond		Rental Period	Rental	Daily Rate	
Family Picnic Shelter (FPS) (Covered pad, 4 tables, BBQ)	Day	Rate	\$79	n/a	M-F School Yr no charge
		Resident Rate	\$66	n/a	
Sand Volleyball Courts (2 Courts Available)	Day	Rate	No Charge	n/a	n/a
		Resident Rate	No Charge	n/a	
Tennis Courts (2 Courts Available)	2 Hours	Rate	\$13	n/a	n/a
		Resident Rate	\$11	n/a	
Pecan Park - 5945 Pecan		Rental Period	Rental	Daily Rate	
Pickleball Courts (2 Courts Available)	2 hours	Rate	\$13	n/a	n/a
		Resident Rate	\$11	n/a	
Tennis Court (1 Court Available)	2 hours	Rate	\$13	n/a	n/a
		Resident Rate	\$11	n/a	
Palisades Park - 9601 Lake Natoma		Rental Period	Rental	Daily Rate	
Tennis Courts (2 Courts Available)	2 hours	Rate	\$13	n/a	n/a
		Resident Rate	\$11	n/a	

**Orangevale Recreation Park District
2017-2018 Fee Schedule**

ATHLETIC FIELD RENTAL FEES

**Orangevale Community Center Park
6826 Hazel**

		Classification		
	Rental Period	Rental	Standard	Local Youth Sports Organization
Softball Field (SBFN or SBFS) No prep	Hourly	Rate	\$17	n/a
		Resident Rate	\$13	\$13
Softball Field (SBFN or SBFS) No prep	Day (8am-8pm)	Rate	\$132	n/a
		Resident Rate	\$99	\$99
Soccer Field (SF) No prep	Hourly	Rate	\$17	n/a
		Resident Rate	\$13	\$13
Soccer Field (SF) No prep	Day (8am-8pm)	Rate	\$132	n/a
		Resident Rate	\$99	\$99

**Orangevale Community Park
6826 Hazel**

Soccer Field (SF) No prep	Hourly	Rate	\$13	No rental fee Maint fee applies
Soccer Field (SF) No prep	Day (8am-8pm)	Rate	\$112	No rental fee Maint fee applies

**Orangevale Youth Center Park
6826 Hazel**

Baseball Field (SF) No prep	Hourly	Rate	\$13	No rental fee Maint fee applies
Baseball Field (SF) No prep	Monthly	Rate	n/a	No rental fee Maint fee applies

All Other District Parks

	Rental Period	Rental	Standard	Local Youth Sports Organizations
Athletic Fields No prep	Hourly	Rate	13	No rental fee Maint fee applies

San Juan Schools w/Joint Use Agreements

	Rental Period	Rental	Standard	Local Youth Sports Organizations
Athletic Fields No prep	Hourly	Rate	n/a	No rental fee Maint fee applies

**Orangevale Recreation Park District
2017-2018 Fee Schedule**

SWIMMING POOL RENTAL FEES

**Orangevale Community Pool
6826 Hazel Ave**

			Classification		
			Standard	Civic/Non Profit & C/NP Youth Serving	Public Education
Exclusive Use Pool Party	Rental Period	Rental	Use Rate		
Up to 100 guests <i>(includes lifeguards)</i>	2 hr	Rate	\$335	\$300	\$255
		Resident Rate	\$300	\$285	
Up to 100 guests <i>(includes lifeguards)</i>	3 hr	Rate	\$470	\$425	\$350
		Resident Rate	\$425	\$400	
101 to 300 guests <i>(includes lifeguards)</i>	2 hr	Rate	\$420	\$390	\$340
		Resident Rate	\$390	\$370	
101 to 300 guests <i>(includes lifeguards)</i>	3 hr	Rate	\$590	\$540	\$470
		Resident Rate	\$540	\$520	
Pool Party Place (during Public Swim)	Rental Period	Rental	Use Rate		
2 tables reserved w/ 8 per table & 10 youth admission & 1 adult	2 hr	Rate	\$75	\$75	\$75
Pool Rental - Special Use	Min Rental Period	Rental	Rate		
Pool	4 hr	Rate	\$80/hour		
Lifeguard			\$16/hour/lifeguard		
Utilities			actual cost for out of season use		

**Orangevale Recreation Park District
2017-2018 Fee Schedule**

SPECIAL EVENT FACILITY RENTAL FEES

		Classification			
		Standard	Civic/Non Profit Youth Serving	Public Education	
	Rental Period	Rental	Daily Rate		
Horse Arena Use of Arena, Warm-up, Stands, Ann. Booth. No services/no prep.	Day	Rate	\$238	\$198	n/a
		Resident Rate	\$198	\$165	n/a
Disc Golf Course Exclusive Course Rental	Day	Rate	\$198	n/a	n/a
		Resident Rate	\$198	n/a	n/a
Non-exclusive or fundraising tournaments for course improvements.	Day	Rate	\$0	n/a	n/a
Special Event Rental Guidelines The District Board of Directors has given the District Administrator or designee authorization to negotiate rates different from these guidelines based on the type of event, impact to the park, and requested services.	Day	0-50	\$165	\$138	\$138
		51-200	\$330	\$275	\$275
		201-500	\$605	\$495	\$495
		Over 500	\$990	\$825	\$825

**Orangevale Recreation Park District
2017-2018 Fee Schedule**

SERVICE FEES

Staffing Charges - District	Minimum Hours	Billable Hourly Rate
Facility Host	2	\$20
Lifeguard	2	\$16
Custodian/Maintenance Worker	2	\$35
Overtime	-	1.5 x the listed rate

Security - Contracted

Security Guard	4	\$35/hr per guard
Park Police	2	\$60/hr per officer

Field and Maintenance Services

Softball Field Water, Drag, & Line	-	\$60/per field
Field Striping	-	\$70/per field
Arena Rototill	-	\$60/per

Field Maintenance Offset Fee	Rental Period	Local Youth Sport Organizations
Athletic Fields	monthly	\$100/per field

Utility Services

Electricity - Indoor	Special Use/Event	\$15/outlet
Electricity - Outdoor	Special Use/Event	\$100/day
Electricity - Outdoor	OVCN Pavilion	\$50/day
Bin for Trash	Special Use/Event	direct cost
Water Access	Special Use/Event	negotiated

Additional Charges	Standard	Civic Non Profit Public Education Local Youth Sports Local Government
Copy Fee	\$0.25/page	\$0.25/page
Electronic Reader Board Message	\$40 per message	\$20 per Message
Outdoor Alcohol Permit	\$50	-
Room Set-up/Clean-up Fee	n/a	\$50
Insurance - Contracted	per yearly agreement w/company + \$20 processing fee	per yearly agreement w/company + \$20 processing fee

**Orangevale Recreation Park District
2017-2018 Fee Schedule**

RENTAL DEPOSIT FEES

Indoor Facilities

Facility	Type of Deposit	# of Guests	No Alcohol	w/Alcohol	Youth Orient w/Alcohol
Orangevale Community Ctr Entire Building	Cleaning/Damage	<i>room capacity</i>	\$600	\$700	\$900
Orangevale Community Ctr Auditorium	Cleaning/Damage	<i>room capacity</i>	\$300	\$400	\$500
Orangevale Community Ctr Meeting Room	Cleaning/Damage	<i>room capacity</i>	\$200	\$300	\$400
Orangevale Community Ctr Classroom	Cleaning/Damage	<i>room capacity</i>	\$100	n/a	n/a
Activity Building	Cleaning/Damage	<i>room capacity</i>	\$200	\$300	\$400
Orangevale Youth Ctr	Cleaning/Damage	<i>room capacity</i>	\$200	\$300	\$400

Outdoor Facilities

Facility	Type of Deposit	# of Guests	No Alcohol	w/Alcohol
Orangevale Community Park Amphitheater	Cleaning/Damage	<i>facility capacity</i>	\$100	\$200
All District Parks	Special Use/Event	<i>per contract</i>	\$500	\$500

District Equipment

Type of Equipment	Type of Deposit	Fee
Softball Bases	Damage/Security	\$50/set
AV Equipment	Damage/Security	\$100
Misc Equipment	Damage/Security	\$100
Flat Screen TV w/ DVD or Projector	Rental Fee	\$30
16 Foot Screen Rental	Rental Fee	\$30
Portable Speaker w/ Mic	Rental Fee	\$20
Coffee Pot	Rental Fee	\$10
Coffee Pot w/ Coffee	Rental Fee	\$20

STAFF REPORT



DATE: 2-14-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: **APPROVE RESOLUTION 19-02-613 RESOLUTION ALLOCATING PARK DEVELOPMENT FEE FUNDS AND IN-LIEU FEES TO DISTRICT CAPITAL PROJECTS**

RECOMMENDATION

Approve Resolution 19-02-613 Resolution allocating Park Development Fee funds and In-Lieu fees to District capital projects.

BACKGROUND

The total funds transferred from Fiscal 16/17 to present for capital projects from the Park Development Fee Fund (332I) into the General Fund (332A) is \$520,000 and from the In-Lieu Trust Account (088C) into the General Fund (332A) is \$175,000. The Park Development Fee and In-Lieu fund transfers were designated to backfill the General Fund for expenses incurred to construct four capital improvement projects. Resolution 19-02-613 describes the projects and the amount of funding utilized from the Park Development Fee Fund and In-Lieu Trust Account as follows:

	<u>Park Dev. Fees</u>	<u>In-Lieu Fees</u>
Pecan Park Dog Park and Community Trail	\$75,000	\$169,886
Orangevale Community Center Update	\$150,000	\$5,114
Orangevale Community Park Pathway	\$235,541	0
Almond Park Shade Structure	<u>\$59,459</u>	<u>0</u>
Total	\$520,000	\$175,000

RECOMMENDED MOTION

I move approval of Resolution 19-02-613 resolution allocating Park Development Fee and In-Lieu Fee funds to District capital projects.



RESOLUTION # 19-02-613

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ORANGEVALE RECREATION & PARK DISTRICT ALLOCATING
PARK DEVELOPMENT FEES AND IN-LIEU FEES TO DISTRICT
CAPITAL PROJECTS**

WHEREAS, the Orangevale Recreation & Park District has accumulated funds in the Park Development Fees Fund (333I) and In-Lieu Trust Account (088C); and

WHEREAS, the Board of Directors of the Orangevale Recreation & Park District have approved the District Master Plan and the yearly capital improvement plans; and

WHEREAS, these specific improvements were budgeted with the intention of using funds from the Park Development Fees Fund and In-Lieu Trust Account; and

WHEREAS, the total funds transferred from Fiscal 16/17 to present from the Park Development Fee (332I) Fund to the General Fund (332A) for the construction of capital projects has been \$520,000 and from the In-Lieu Fee Trust Account (088C) to the General Fund (332A) in the amount of \$175,000 with these funds allocated to the four capital projects in the amounts listed below:

	<u>332A</u>	<u>088C</u>
Pecan Park Dog Park and Community Trail	\$75,000	\$169,886
Orangevale Community Center Update	\$150,000	\$5,114
Orangevale Community Park Pathway	\$235,541	\$0
Almond Park Shade Structure	<u>\$59,459</u>	<u>\$0</u>
Total	\$520,000	\$175,000

NOW, THEREFORE BE IT RESOLVED AND ORDERED by the Board of Directors of the Orangevale Recreation & Park District that Park Development Fees in the amount of \$520,000 and In-Lieu Fees in the amount of \$175,000 were used to fund the above projects.

ON A MOTION by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Orangevale Recreation and Park District Board of Directors this 14th day of February 2019 by the following vote to wit.

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED: _____
Chair, Board of Directors

ATTEST: _____
Clerk of the Board

6826 Hazel Avenue
Orangevale, CA 95662
916-988-4373
OVparks.com

STAFF REPORT



DATE: 2-14-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVAL OF THE AGREEMENT FOR ACQUISITION OF REAL PROPERTY, EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITIES, AND EASEMENT FOR TEMPORARY CONSTRUCTION FOR 24 MONTHS WITH THE COUNTY OF SACRAMENTO AT YOUTH CENTER PARK FOR THE CONSTRUCTION OF A BUS STOP AND HAZEL AVENUE SIDEWALK IMPROVEMENTS

RECOMMENDATION

Approve the Agreement for Acquisition of Real Property, Easement for Public Roadway and Public Utilities, and Easement for Temporary Construction for 24 Months with the County of Sacramento at Youth Center Park for the construction of a bus stop and Hazel Avenue sidewalk improvements.

BACKGROUND

The County of Sacramento has requested an Easements to construct a bus stop and sidewalk improvements along the west side of Hazel Avenue at the Youth Center Park. The County of Sacramento has agreed to build a security fence behind the bus stop as a barrier between the street and the playground area. The Easement Agreement has been reviewed by the District's attorney and approved as to form after the County agreed to changes regarding the indemnity language.

RECOMMENDED MOTION

I move the Board approve the Agreement for Acquisition of Real Property, Easement for Public Roadway and Public Utilities, and Easement for Temporary Construction for 24 Months, with the County of Sacramento at Youth Center Park for the construction of a bus stop and Hazel Avenue sidewalk improvements and authorize the District Administrator to execute the documents.

RED File No.: 18-06-012
OWNER: Orangevale Rec and
Park District
APN: 213-0490-013
Project: Hazel Ave Sidewalk
Improvements

AGREEMENT FOR ACQUISITION OF REAL PROPERTY

THIS ACQUISITION OF REAL PROPERTY AGREEMENT, (hereinafter referred to as "Agreement"), is between the County of Sacramento, a political subdivision of the State of California, (hereinafter referred to as "County"), and Orangevale Recreation and Park District, a political subdivision of the State of California, (hereinafter referred to as "Owner").

The parties hereby agree as follows:

1. PROPERTY.

Owner agrees to convey to County and County agrees to acquire from Owner pursuant to the terms and conditions set forth in this Agreement, an Easement for Public Roadway and Public Utilities,, (hereinafter referred to as "Easement"), and an Easement for Temporary Construction (TCE). Collectively, these terms are referred to herein as the "Property". A legal description of the Easement is attached hereto as Exhibit "A". Plats showing the location of the Easement and the TCE are attached hereto as Exhibits "B". Owner affirms that it is the owner of the property rights to be conveyed by the Easement and the TCE and is empowered to execute these conveyance documents and this Agreement. It is understood that said rights are necessary for the construction of the Hazel Ave Sidewalk Improvements, (hereinafter referred to as "Project").

2. DELIVERY OF DOCUMENTS.

The conveyance documents for the Property rights will be executed in a form supplied by County and delivered by Owner to County for processing recording and payment. County shall not be deemed to have accepted delivery of the Easement until such time as the Easement is recorded in the Official Records of the County of Sacramento, California. County shall pay all costs for processing and recording incurred in this transaction. The TCE shall not be recorded.

3. CONSIDERATION.

In lieu of payment, Owner desires and County agrees to construct certain improvements along the frontage of Owner's property. Specifically, County, and its authorized agents and contractors will install a new 6 foot tall Omega Fence Systems- Elite Double Wire (or approved equal) fence as depicted in Exhibit "C" approximately 145 linear feet in length and in the location as depicted in Exhibit "D"; which is attached hereto and incorporated by this reference.

4. PAYMENT OF MORTGAGE OR DEED OF TRUST.

Upon demand by any mortgagee under a mortgage or beneficiary under a deed of trust or lien holder with a lien recorded against the Property, made in writing to County prior to payment of the Purchase Price to the Owner, County may make payable to the mortgagee, beneficiary or lien holder entitled thereunder, an amount not to exceed the Purchase Price under this Agreement. If this section is made applicable by the demand above described then the mortgagee or beneficiary shall furnish the Owner with good and sufficient receipt showing the monies credited against the indebtedness secured by said mortgage, lien or deed of trust.

5. POSSESSION.

Owner agrees that County, or its authorized agents or contractors, may enter upon the land described herein for purposes of performing activities related to and incidental to the construction of the Project, inclusive of the right to remove and dispose of improvements, upon the full execution of this Agreement ("Agreement Date").

Notwithstanding the above, County's right to possession of the TCE area will be during the term defined in the TCE deed.

6. OWNER'S INDEMNIFICATION.

Owner covenants and agrees to indemnify and hold the County harmless from any and all claims that third parties may make or assert with respect to the title to the premises and any improvements.

7. OPTION TO EXTEND TEMPORARY CONSTRUCTION EASEMENT

Owner agrees that upon the expiration of the TCE, County has the option to extend the term of the TCE area, or any portion thereof, for up to **Twenty Four (24) months**. The rate for the extended use of the TCE shall be **\$0.00** per square foot per month. It is further agreed and understood that County shall provide Owner with the written notice of its intent to extend the term of the TCE at least thirty (30) days prior to the expiration of the TCE.

8. RESTORATION OF TEMPORARY CONSTRUCTION EASEMENT.

Upon completion of the Project, County shall restore, replace or cause to be replaced said TCE area to a condition reasonably similar or like that condition which existed on the date of this Agreement excepting the fence constructed pursuant to Section 9. County agrees to coordinate its construction activities in a way that minimizes interference with Owner's use of the Property.

9. CONSTRUCTION CONTRACT WORK.

County, and its authorized agents and contractors are hereby granted permission to enter onto Owner's property as depicted in Exhibit "E" attached hereto and made a part hereof:

i) to remove and dispose of the existing fence and install new 6 foot tall Omega Fence Systems-Elite Double Wire (or approved equal) fence approximately 145 linear feet in length and in a location as depicted in Exhibit "D". The exact location of the new fence will be established and confirmed during construction.

ii) to remove, replace in-kind and re-construct the irrigation system affected by this Section 9 work.

Once the fence has been installed, the Owner will assume ownership and responsibility of the fence and fence-related improvements.

10. RE-CONSTRUCTION OF OWNER'S REMAINDER PROPERTY.

County and its authorized agents and contractors are hereby granted permission to enter onto Owner's remainder property to reconstruct Owner's driveways, walkways, and appurtenant areas as necessary to conform to Project improvements. The cost of such re-construction of the Owner's remainder property shall be borne by County. Owner is responsible for the reconstruction of all landscape areas, including re-grading and replanting any affected lawn and landscaped areas and repair and/or replacement of irrigation systems for which Owner has been compensated.

11. LEASE WARRANTY.

Owner warrants there are no oral or written leases on any portion of the Property exceeding a period of one month, excepting _____.

12. INDEMNIFICATION.

To the fullest extent permitted by law, each of the Parties (County and Owner) shall indemnify, defend and hold harmless each of the other Parties, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the their respective governing boards, officers, directors, officials, employees, volunteers, agents, or contractors.

It is the intention of the Parties that the provisions of this indemnity be interpreted to impose on each Party responsibility for the acts and omissions of their respective governing boards, officers, directors, officials, employees, volunteers, agents or contractors. It is also the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any Claims attributable to the fault of that Party, its governing board, officers, directors, officials, employees, volunteers, agents, or contractors.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

13. GOVERNING LAW/SEVERABILITY.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired.

14. PUBLIC PURPOSE.

Both Owner and County agree that County requires the Property, which is not now appropriated to a County-related public use, for the Project and County can acquire the Property through the exercise of the power of eminent domain.

Both Owner and County recognize the expense, time, effort and risk to both Owner and County in failing to resolve a dispute over compensation for the Property by eminent domain litigation; and therefore the parties agree that the compensation set forth herein is in compromise and settlement in lieu of such litigation.

15. AUTHORITY AND EXECUTION.

This Agreement, which is valid only when executed by County, constitutes the complete understanding and Agreement of the parties hereto and no oral representation shall in any manner vary the terms hereof or be binding.

16. ENTIRE AGREEMENT

The performance of this Agreement constitutes the entire consideration for the conveyances from Owner and shall relieve the County of all further obligation or claim on this account, or on account of the location, grade or construction of the proposed public improvement and related facilities and/or structures. The obligations of the parties hereto shall survive the close of escrow.

17. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, by all of which, together, shall constitute one and the same instrument.

(The Remainder of this page is intentionally left blank.)

This Agreement shall bind the respective heirs, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

County	Owner	Orangevale Recreation and Park District, a political subdivision of the State of California
Date: _____	Date	_____
By: _____ Jeffrey A. Gasaway, Interim Director Department of General Services By Delegation Per SCC § 2.61.020	By: _____	Greg A. Foell, District Administrator
	Address:	6826 Hazel Avenue Orangevale, CA 95662
	Telephone:	916-988-4373
	Email:	greg@ovparks.com

RECOMMENDED BY:

Robin LeBell, Real Estate Officer
Real Estate Division
County of Sacramento

- ATTACH:**
- Exhibits "A" Legal Description of the Easement
 - Exhibits "B" Plats of the Easements
 - Exhibit "C" Proposed New Fence Type
 - Exhibit "D" Proposed Fence Area
 - Exhibit "E" Permit to Enter and Construct

EXHIBIT "A" DESCRIPTION

All that real property situated in the unincorporated area of the County of Sacramento, State of California, being a portion of Parcel No. 1, said Parcel No. 1 being described in the *QUITCLAIM DEED* recorded on November 27th, the year 1985, in Book 19851127 of Official Records at Page 1668 in the Office of the County Recorder of Sacramento County, also being a portion of Lot 133 of the Map of *ORANGEVALE COLONY*, according to the plat thereof, filed for record in the office of said County Recorder in Book 3 of Maps at Page 20, said portion being more particularly described as follows:

Beginning on the north line of said Parcel No. 1, said point also lying on the west right-of-way line of Hazel Avenue, said right-of-way being 60 feet wide per the aforementioned Map of Carmichael Colony; thence, from said **POINT OF BEGINNING**, along said west right-of-way line, South 00°21'45" West, a distance of 155.00 feet to the north line of Parcel No. 2, said Parcel No. 2 being described in the document entitled *SEWER EASEMENT* as recorded in Book 660110 of Official Records at Page 0607 in the office of said County Recorder; thence, leaving said right-of-way line along said north sewer easement line, North 89°53'05" West, a distance of 42.20 feet; thence, leaving said north sewer easement line, North 00°06'55" East a distance of 4.43 feet; thence, parallel with said north sewer easement line South 89°53'05" East, a distance of 5.00 feet to a point of curvature; thence, 28.81 feet along an arc of a curve being concave northerly having a radius of 31.00 feet, through a central angle of 53°14'49"; thence, non-tangent from the previous course, parallel with and 12.50 feet westerly, measured at right angle to said west right-of-way line, North 00°21'45" East, a distance of 83.45 feet; thence, at right angles from said west right-of-way line, North 89°38'15" West, a distance of 7.00 feet; thence, parallel with said west right-of-way line, North 00°21'45" East, a distance of 28.00 feet; thence, South 89°38'15" East, a distance of 7.00 feet; thence, parallel with and 12.50 feet westerly, measured at right angle to said west right-of-way line, North 00°21'45" East, a distance of 26.54 feet to the aforementioned north line of Parcel No. 1; thence, leaving said parallel line, along said north parcel line, South 89°53'05" East, a distance of 12.50 feet to the point of beginning, containing an area of approximately 2,359 square feet.

See Exhibit "B", plat to accompany legal description, attached hereto and made part hereof.

RSW 03-14-2018

Robert W. Snow
State of California Licensed Land Surveyor



P:\Shared Folders\SurveyDB\I_Jobs A to Z\H\H139 Hazel Ave. Sidewalk Improvements Central to Elm\Legal Descriptions-Exhibits\Legal Description\213-0490-013\213-0490-013 PRPUE.doc

SCALE: 1"=30'



03-14-2018

BOOK 19961224
O.R. PAGE 0099

LEGEND:

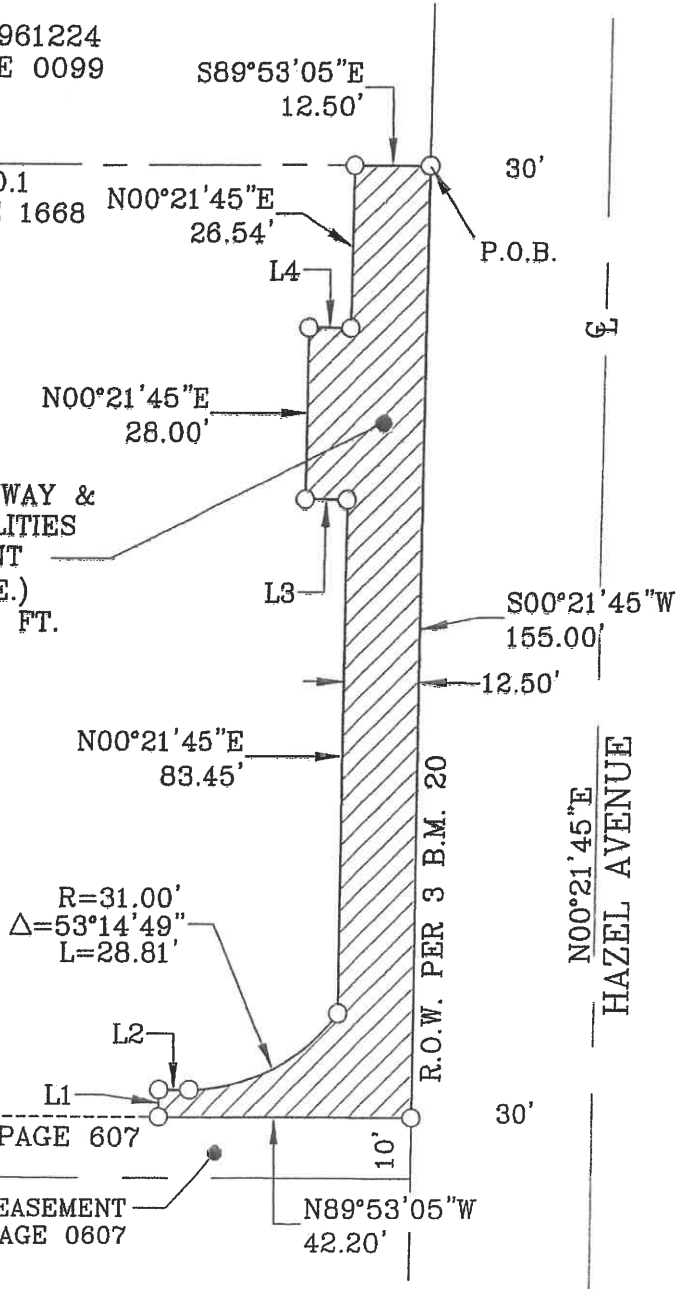
- O..... DIMENSION POINT
- P.O.B..... POINT OF BEGINNING
- R.O.W..... RIGHT OF WAY
- P.U.E..... PUBLIC UTILITY EASEMENT
- B.M..... BOOK OF MAPS
- O.R..... OFFICIAL RECORDS
- P.R.P.U.E. PUBLIC ROADWAY & PUBLIC UTILITIES EASEMENT
- Ⓞ..... STREET CENTERLINE

NORTH LINE PARCEL NO.1
BOOK 19851127 O.R. PAGE 1668

PARCEL NO. 1
BOOK 19851127
O.R. PAGE 1668

PUBLIC ROADWAY & PUBLIC UTILITIES EASEMENT (P.R.P.U.E.)
2,359 ±SQ. FT.

Line Table		
Line #	Length	Direction
L1	4.43'	N00°06'55"E
L2	5.00'	S89°53'05"E
L3	7.00'	N89°38'15"W
L4	7.00'	S89°38'15"E



NORTH LINE BOOK 660110 O.R. PAGE 607

SEWER EASEMENT
PARCEL NO. 2 - BOOK 660110 O.R. PAGE 0607

COUNTY OF SACRAMENTO
OFFICE OF DEVELOPMENT & CODE SERVICES
SURVEY SECTION
SCALE: 1"=30' JANUARY 2018

EXHIBIT "B"
A PORTION OF
BOOK 19851127 O.R. PAGE 1668
(A.P.N. 213-0490-013)
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

PAGE 2 OF 2

H-139



03-19-2018

SCALE: 1"=30'

LEGEND:

- O..... DIMENSION POINT
- P.O.B... POINT OF BEGINNING
- R.O.W.. RIGHT OF WAY
- P.U.E... PUBLIC UTILITY EASEMENT
- B.M..... BOOK OF MAPS
- O.R..... OFFICIAL RECORDS
- C..... STREET CENTERLINE
- T.C.E... TEMPORARY CONSTRUCTION EASEMENT

BOOK 19961224
O.R. PAGE 099

NORTH LINE BOOK 19851127 O.R. PAGE 1668
S00°21'45"W
21.52' L6

BOOK 19851127
O.R. PAGE 1668

S00°21'45"W
38.00'

TEMPORARY
CONSTRUCTION
EASEMENT
(T.C.E.)
909 SQ. FT.

S00°21'45"W
76.73'

R=26.00'
Δ=49°47'01"
L=22.59'

L8
L1
L2
NORTH LINE BOOK 680110 O.R. PAGE 607
L2

S89°53'05"E
12.50'

30'

N00°21'45"E
26.54'

N00°21'45"E
28.00'

N00°21'45"E
83.45'

R.O.W PER 3 B.M. 20

N00°21'45"E
HAZEL AVENUE

30'

SEWER EASEMENT
PARCEL NO. 2 - BOOK 680110 O.R. PAGE 607

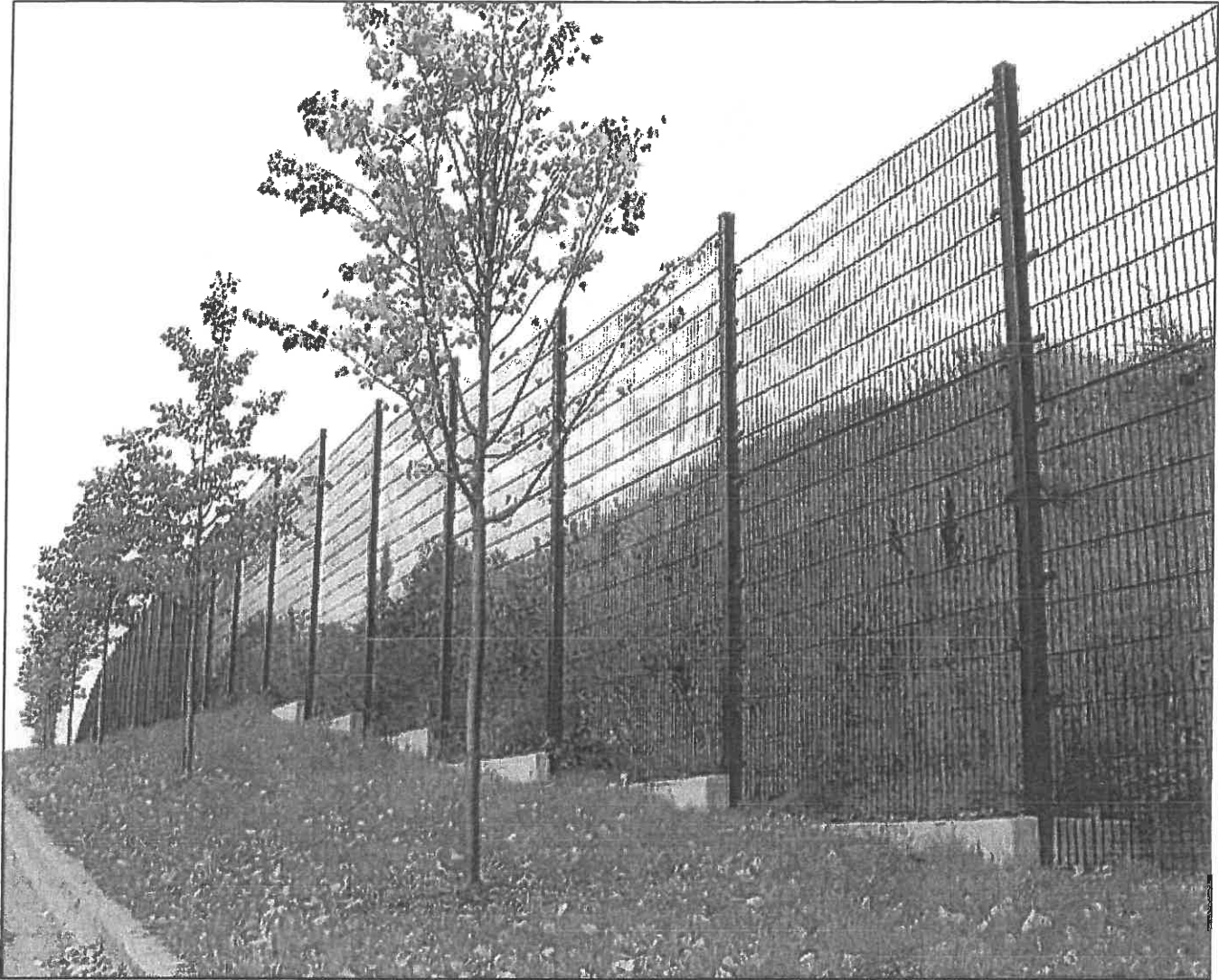
Line Table		
Line #	Length	Direction
L1	5.00'	S00°06'55"W
L2	5.00'	S89°53'05"E
L3	7.00'	N89°38'15"W
L4	7.00'	S89°38'15"E
L5	5.00'	N89°53'05"W
L6	7.00'	N89°38'15"W
L7	7.00'	S89°38'15"E
L8	5.00'	N89°53'05"W

COUNTY OF SACRAMENTO
OFFICE OF DEVELOPMENT & CODE SERVICES
SURVEY SECTION
SCALE: 1"=30' JANUARY 2018

EXHIBIT "B" PAGE 1 OF 1
A PORTION OF
BOOK 19851127 O.R. PAGE 1668
(A.P.N. 213-0490-013)
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

H-139

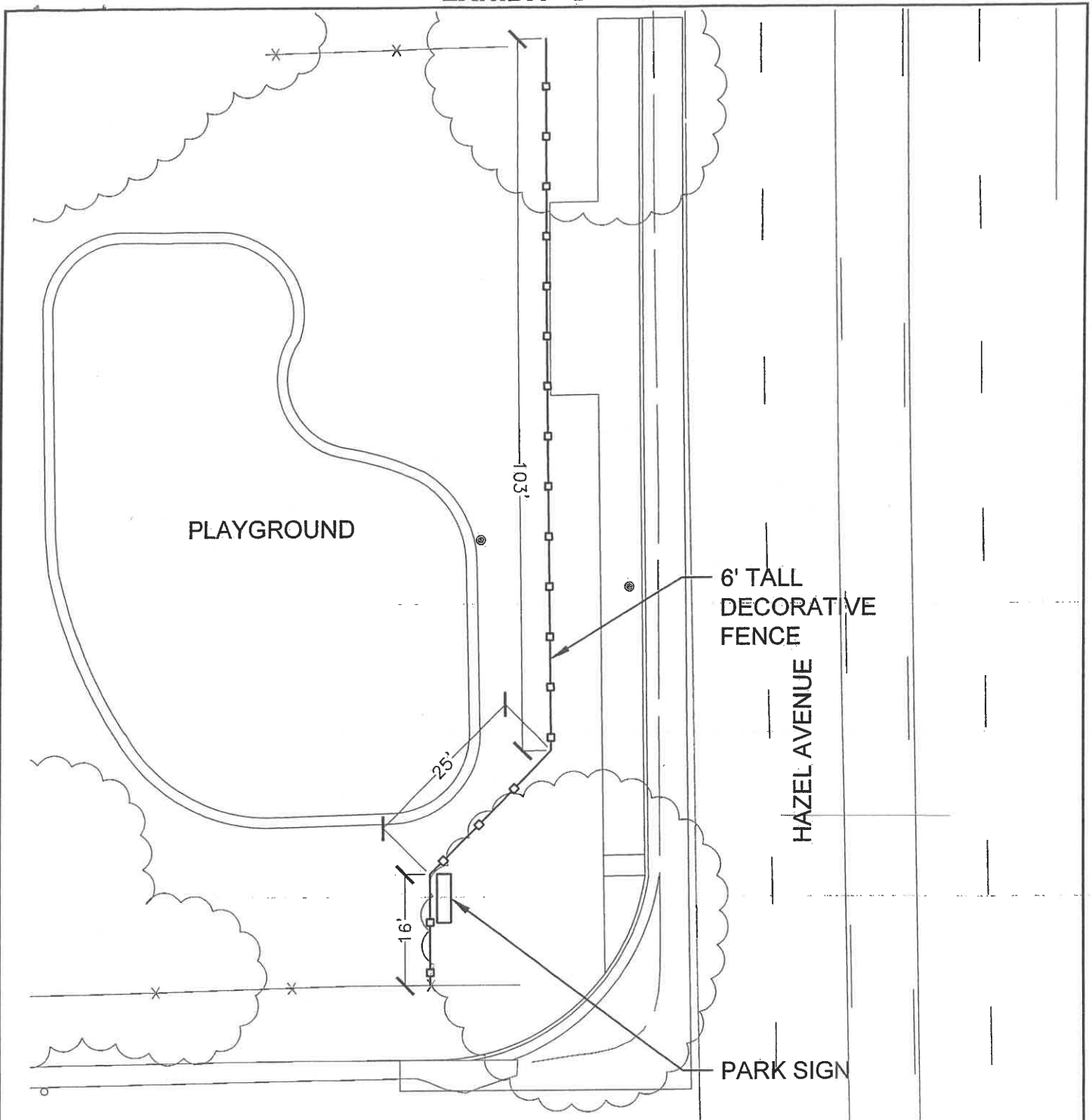
EXHIBIT "C"



SCALE 1"= [edit]

 <p>MTW <i>group</i></p> <p>LANDSCAPE ARCHITECTURE AND PLANNING 10411 Old Placerville Road Suite 205 Sacramento, CA 95827 916 369-3990</p>	<p>6' TALL DECORATIVE FENCE</p>	<p>PROJECT NO. 18-60</p>
	<p>YOUTH CENTER ENTRANCE</p> <p>ORANGEVALE RECREATION AND PARK DISTRICT ORANGEVALE, CALIFORNIA</p>	<p>SHEET</p> <p>L2</p>

EXHIBIT "D"



SCALE 1" = 20'-0"


 <p>MTW group LANDSCAPE ARCHITECTURE AND PLANNING 10411 Old Placerville Road Suite 205 Sacramento, CA 95827 916 363-3990</p>	<p>FENCING PLAN</p>	<p>PROJECT NO. 18-60</p>
	<p>YOUTH CENTER ENTRANCE</p> <p>ORANGEVALE RECREATION AND PARK DISTRICT ORANGEVALE, CALIFORNIA</p>	<p>SHEET</p> <p>L1</p>

EXHIBIT "E"

LEGEND:

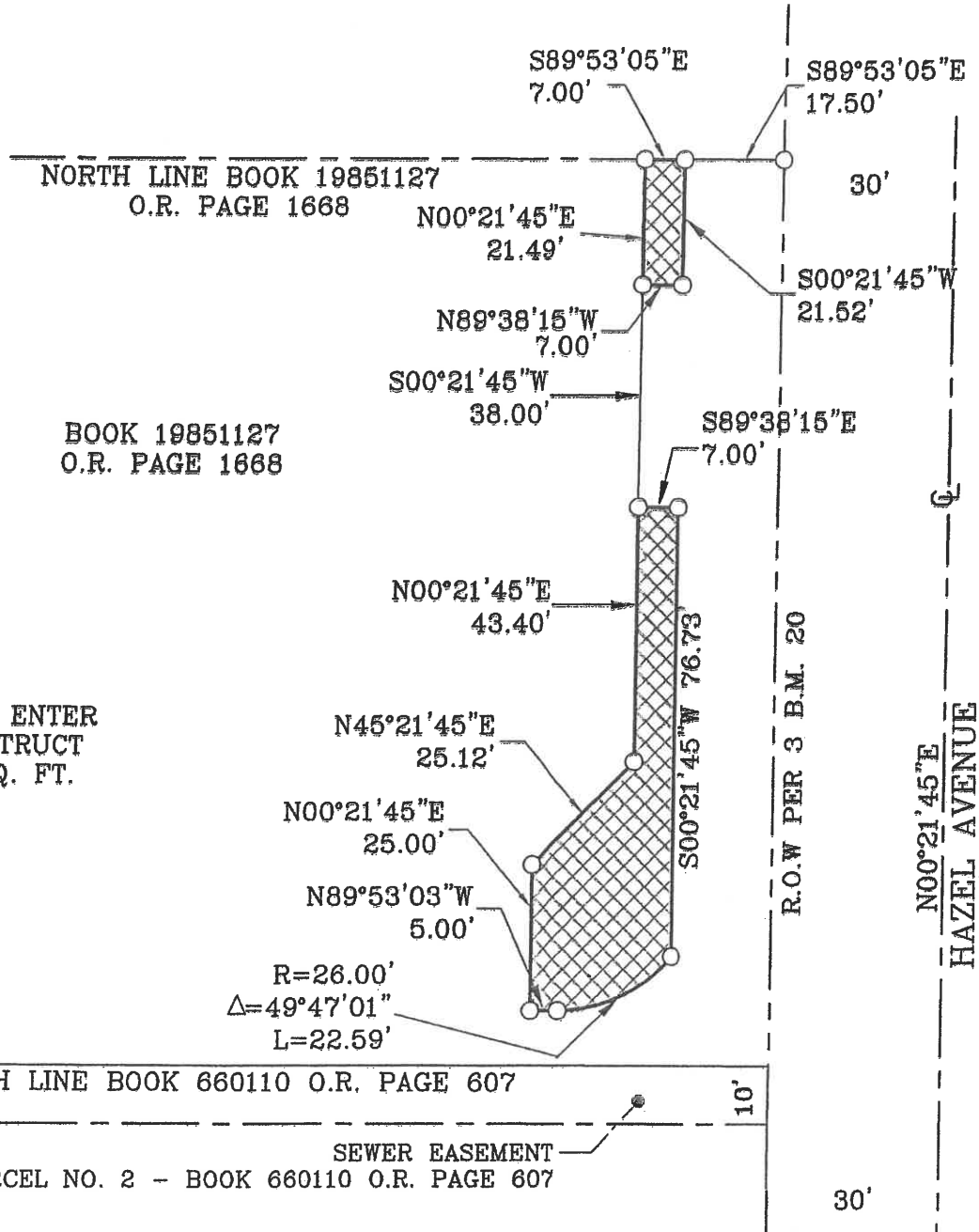
- O..... DIMENSION POINT
- P.O.B... POINT OF BEGINNING
- R.O.W.. RIGHT OF WAY
- P.U.E... PUBLIC UTILITIES EASEMENT
- B.M..... BOOK OF MAPS
- O.R..... OFFICIAL RECORDS
- C..... STREET CENTERLINE



12-13-2018

BOOK 19961224
O.R. PAGE 099

SCALE: 1"=30'



PERMIT TO ENTER AND CONSTRUCT
1,298± SQ. FT.

COUNTY OF SACRAMENTO
OFFICE OF DEVELOPMENT & CODE SERVICES
SURVEY SECTION

SCALE: 1"=30' DECEMBER 2018

P.T.E.A.C. EXHIBIT PAGE 1 OF 1
A PORTION OF
BOOK 19851127 O.R. PAGE 1668
(A.P.N. 213-0490-013)
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

H-139

WHEN RECORDED RETURN TO:

**REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
3711 Branch Center Road
Sacramento, CA 95827
Mail Code 63-002**

**No Fee Document - Per Government Code 27383
No Document Transfer Tax - Per R & T Code 11922**

**Okay to Accept By
Signature/Date:**

Print Name & Dept:

APN: 213-0490-013

**Project Name & Dept: Hazel Ave Sidewalk Improvements
(DOT)**

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITIES

Orangevale Recreation and Park District, a political subdivision of the State of California

do(es) hereby grant to the County of Sacramento, a political subdivision of the State of California, for the purpose of constructing, reconstructing, repairing and forever maintaining a public roadway and public utilities, together with all necessary appurtenances pertaining thereto, a perpetual easement upon, over, across and under that certain real property in the County of Sacramento, State of California, bounded and described as follows, to-wit:

See Exhibit "A" and "B" attached hereto and made a part hereof;

together with the perpetual right of ingress and egress to and from said property for the purpose of exercising and performing all of the rights and privileges herein granted.

Warrant of Signature Authority. The Grantor warrants the signature appearing on this instrument of real property (i.e. Easement Deed, Grant Deed, Quit Claim Deed) has the legal and requisite signatory authority for the conveyance of Grantor's real property interest. Further, the Parties acknowledge and agree that this Grantee, which is a public entity, is relying on said Warrant of Signature Authority when accepting this real property instrument for recordation.

Dated this ____ day of _____, 20__

**Orangevale Recreation and Park District,
a political subdivision of the State of California**

Greg A. Foell, District Administrator

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)

COUNTY OF _____)

On _____ before me, _____, notary public,
date name of notary officer

personally appeared _____,
name(s) of signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary

-----OPTIONAL SECTION-----

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

Title(s)

- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
Name of Person(s) or entity(ies)

OPTIONAL SECTION:

TITLE OR TYPE OF DOCUMENT: _____

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

NUMBER OF PAGES _____ DATE _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the County of Sacramento, a political subdivision of the State of California, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. 2011-0011 of the Board of Supervisors of said County adopted on January 11, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

 Interim Director of General Services

 Date

EXHIBIT "A" DESCRIPTION

All that real property situated in the unincorporated area of the County of Sacramento, State of California, being a portion of Parcel No. 1, said Parcel No. 1 being described in the *QUITCLAIM DEED* recorded on November 27th, the year 1985, in Book 19851127 of Official Records at Page 1668 in the Office of the County Recorder of Sacramento County, also being a portion of Lot 133 of the Map of *ORANGEVALE COLONY*, according to the plat thereof, filed for record in the office of said County Recorder in Book 3 of Maps at Page 20, said portion being more particularly described as follows:

Beginning on the north line of said Parcel No. 1, said point also lying on the west right-of-way line of Hazel Avenue, said right-of-way being 60 feet wide per the aforementioned Map of Carmichael Colony; thence, from said **POINT OF BEGINNING**, along said west right-of-way line, South 00°21'45" West, a distance of 155.00 feet to the north line of Parcel No. 2, said Parcel No. 2 being described in the document entitled *SEWER EASEMENT* as recorded in Book 660110 of Official Records at Page 0607 in the office of said County Recorder; thence, leaving said right-of-way line along said north sewer easement line, North 89°53'05" West, a distance of 42.20 feet; thence, leaving said north sewer easement line, North 00°06'55" East a distance of 4.43 feet; thence, parallel with said north sewer easement line South 89°53'05" East, a distance of 5.00 feet to a point of curvature; thence, 28.81 feet along an arc of a curve being concave northerly having a radius of 31.00 feet, through a central angle of 53°14'49"; thence, non-tangent from the previous course, parallel with and 12.50 feet westerly, measured at right angle to said west right-of-way line, North 00°21'45" East, a distance of 83.45 feet; thence, at right angles from said west right-of-way line, North 89°38'15" West, a distance of 7.00 feet; thence, parallel with said west right-of-way line, North 00°21'45" East, a distance of 28.00 feet; thence, South 89°38'15" East, a distance of 7.00 feet; thence, parallel with and 12.50 feet westerly, measured at right angle to said west right-of-way line, North 00°21'45" East, a distance of 26.54 feet to the aforementioned north line of Parcel No. 1; thence, leaving said parallel line, along said north parcel line, South 89°53'05" East, a distance of 12.50 feet to the point of beginning, containing an area of approximately 2,359 square feet.

See Exhibit "B", plat to accompany legal description, attached hereto and made part hereof.

RSW 03-14-2018
Robert W. Snow
State of California Licensed Land Surveyor



P:\Shared Folders\SurveyDB\1_Jobs A to Z\H\H139 Hazel Ave. Sidewalk Improvements Central to Elm\Legal Descriptions-Exhibits\Legal Description\213-0490-013\213-0490-013 PRPUE.doc

SCALE: 1"=30'



03-14-2018

BOOK 19961224
O.R. PAGE 0099

LEGEND:

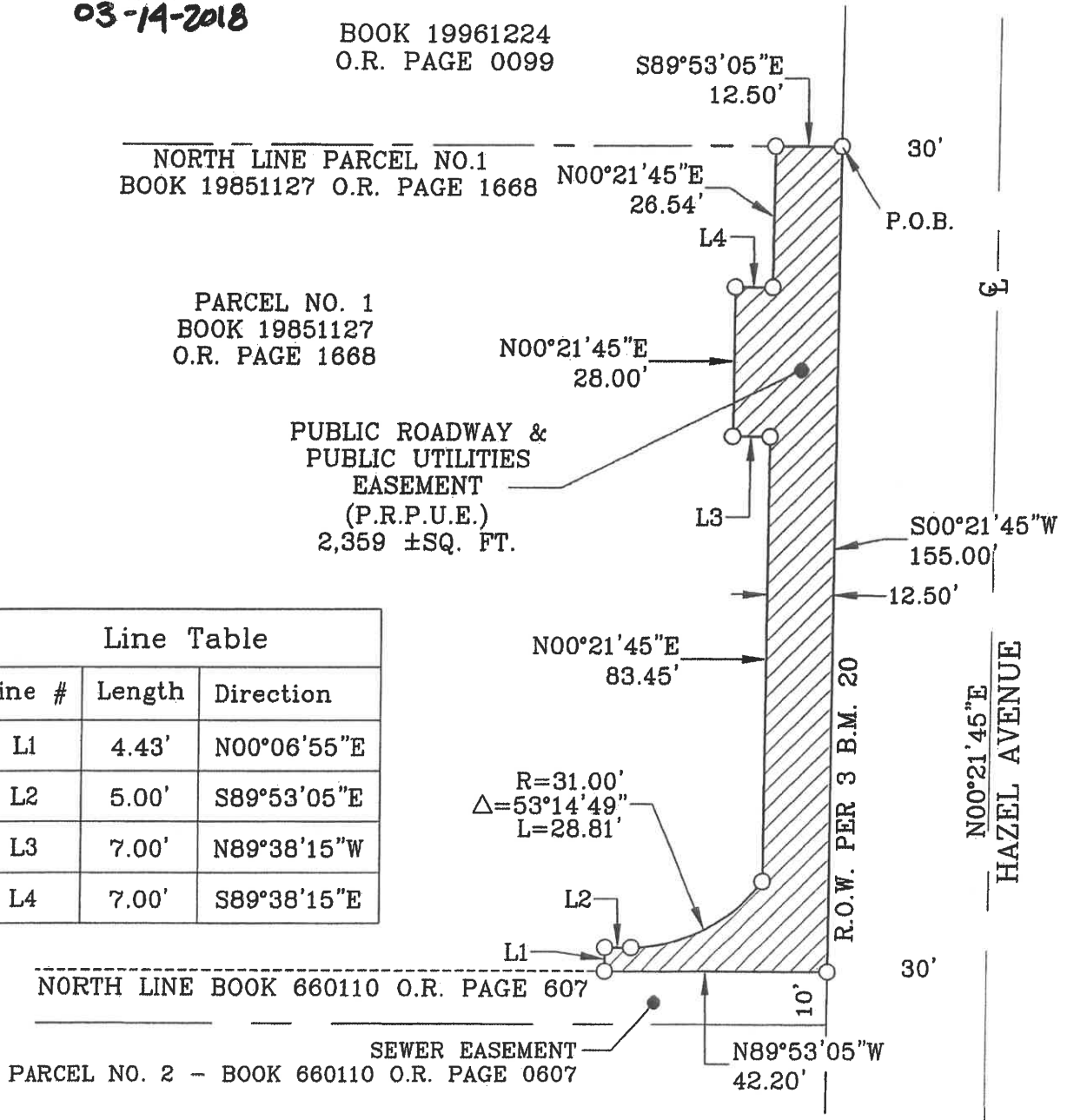
- O..... DIMENSION POINT
- P.O.B..... POINT OF BEGINNING
- R.O.W..... RIGHT OF WAY
- P.U.E..... PUBLIC UTILITY EASEMENT
- B.M..... BOOK OF MAPS
- O.R..... OFFICIAL RECORDS
- P.R.P.U.E. PUBLIC ROADWAY & PUBLIC UTILITIES EASEMENT
- ☉..... STREET CENTERLINE

NORTH LINE PARCEL NO.1
BOOK 19851127 O.R. PAGE 1668

PARCEL NO. 1
BOOK 19851127
O.R. PAGE 1668

PUBLIC ROADWAY &
PUBLIC UTILITIES
EASEMENT
(P.R.P.U.E.)
2,359 ±SQ. FT.

Line Table		
Line #	Length	Direction
L1	4.43'	N00°06'55"E
L2	5.00'	S89°53'05"E
L3	7.00'	N89°38'15"W
L4	7.00'	S89°38'15"E



NORTH LINE BOOK 660110 O.R. PAGE 607

PARCEL NO. 2 - BOOK 660110 O.R. PAGE 0607

COUNTY OF SACRAMENTO

OFFICE OF DEVELOPMENT & CODE SERVICES
SURVEY SECTION

SCALE: 1"=30' JANUARY 2018

EXHIBIT "B"

PAGE 2 OF 2

A PORTION OF
BOOK 19851127 O.R. PAGE 1668
(A.P.N. 213-0490-013)
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

H-139

WHEN RECORDED RETURN TO:
REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
3711 Branch Center Road
Sacramento, CA 95827
Mail Code 63-002

No Fee Document - Per Government Code 27383
No Document Transfer Tax - Per R & T Code 11922
Okay to Accept by

Signature & Date:

Print Name & Dept:

APN: 213-0490-013

Project Name & Dept: Hazel Ave Sidewalk Improvements
(DOT)

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT FOR TEMPORARY CONSTRUCTION

Orangevale Recreation and Park District, a political subdivision of the State of California

(hereinafter referred to as "Owner") do(es) hereby grant to the County of Sacramento, a political subdivision of the State of California (hereinafter referred to as "County"), an Easement for Temporary Construction (hereinafter referred to as "TCE") for purposes of performing activities related to and incidental to the construction of the **Hazel Ave Sidewalk Improvements**, (hereinafter referred to as "Project"), and other Project-related purposes upon, over and across that certain real property in the County of Sacramento, State of California, described as follows:

See Exhibit "B" attached hereto and made a part hereof;

Possession and use of the TCE area by the County may commence on **EXECUTION OF THE AGREEMENT BY THE COUNTY** (Commencement Date). This TCE shall expire **Twenty Four Months (24)** after the Commencement Date or completion of Project related construction activities on Owner's property, whichever occurs first. Owner agrees that if the TCE Term expires before completion of Project, County has the option to extend the term of the TCE, or any portion thereof, for up to **Twenty-Four (24) Months** ("Extended Term"). The rate for use during the Extended Term shall be **\$0.00** per square foot per month. It is further agreed and understood that County shall provide owner with written notice of its intent to extend the term of the TCE at least thirty (30) days prior to the expiration of the TCE Term.

RED File No. 18-06-012

M:\Real Estate\Templates\RES Acquisitions\EASEMENT DEEDS\Easement for Temporary Constructions NON-Fixed Date.dot ver 10052016 sgp

Warrant of Signature Authority. The Grantor warrants the signature appearing on this instrument of real property (i.e. Easement Deed, Grant Deed, Quit Claim Deed) has the legal and requisite signatory authority for the conveyance of Grantor's real property interest. Further, the Parties acknowledge and agree that this Grantee, which is a public entity, is relying on said Warrant of Signature Authority when accepting this real property instrument for recordation.

Dated this _____ day of _____, 2019

**Orangevale Recreation and Park District,
a political subdivision of the State of California**

Greg A. Foell, District Administrator

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)

COUNTY OF _____)

On _____ before me, _____, notary public,
date name of notary officer

personally appeared _____,
name(s) of signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary

_____OPTIONAL SECTION_____

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

Title(s)

- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
 Name of Person(s) or entity(ies)

OPTIONAL SECTION:

TITLE OR TYPE OF DOCUMENT: _____
 NUMBER OF PAGES _____ DATE _____
 SIGNER(S) OTHER THAN NAMED ABOVE _____

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the County of Sacramento, a political subdivision of the State of California, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. 2011-0011 of the Board of Supervisors of said County adopted on January 11, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

 Interim Director of General Services

 Date



03-14-2018



BOOK 19961224
O.R. PAGE 099

NORTH LINE BOOK 19851127 O.R. PAGE 1668

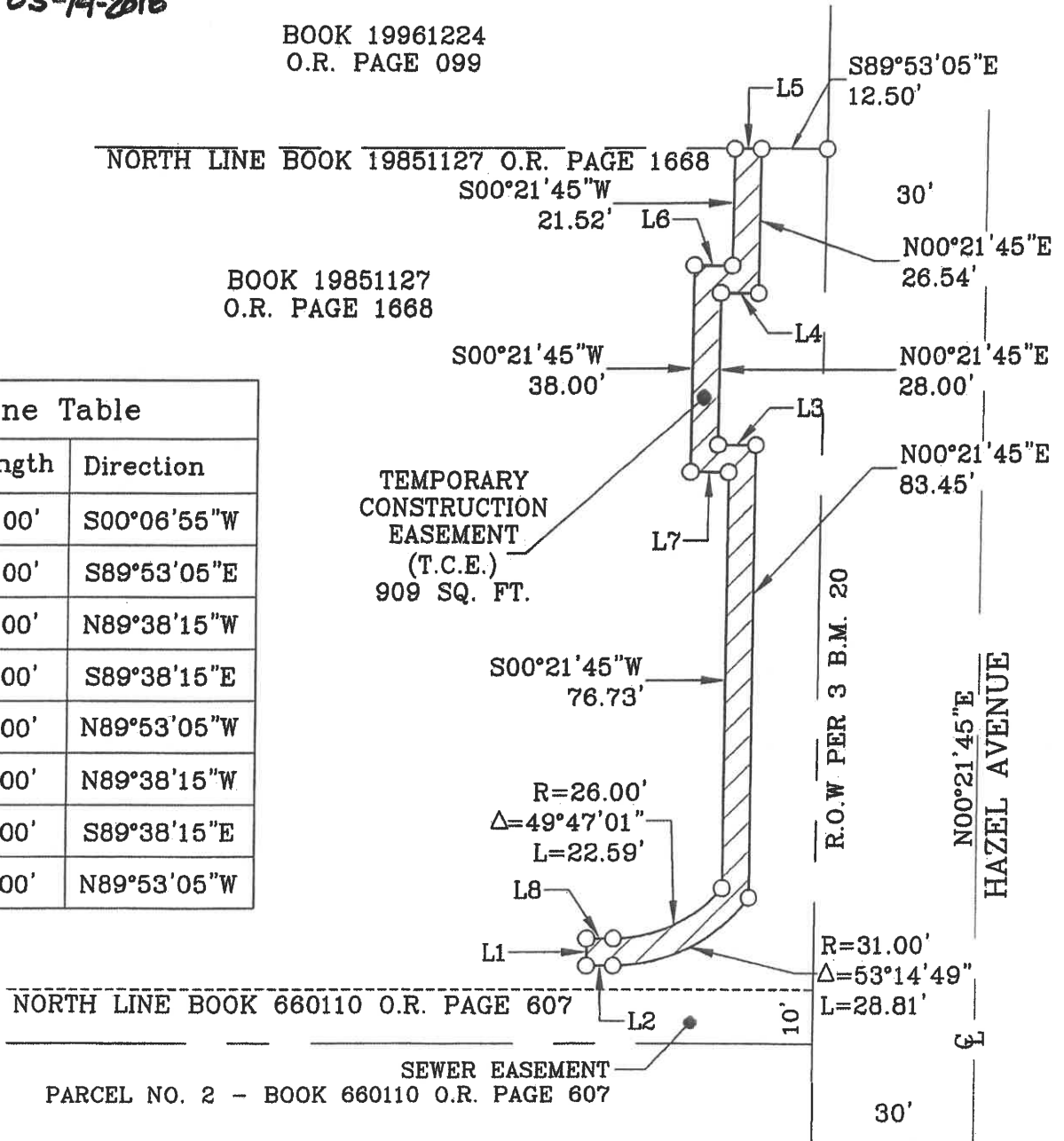
BOOK 19851127
O.R. PAGE 1668

LEGEND:

- O..... DIMENSION POINT
- P.O.B... POINT OF BEGINNING
- R.O.W... RIGHT OF WAY
- P.U.E... PUBLIC UTILITY EASEMENT
- B.M.... BOOK OF MAPS
- O.R..... OFFICIAL RECORDS
- C..... STREET CENTERLINE
- T.C.E... TEMPORARY CONSTRUCTION EASEMENT

Line Table		
Line #	Length	Direction
L1	5.00'	S00°06'55"W
L2	5.00'	S89°53'05"E
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L5	5.00'	N89°53'05"W
L6	7.00'	N89°38'15"W
L7	7.00'	S89°38'15"E
L8	5.00'	N89°53'05"W

TEMPORARY
CONSTRUCTION
EASEMENT
(T.C.E.)
909 SQ. FT.



NORTH LINE BOOK 660110 O.R. PAGE 607

SEWER EASEMENT
PARCEL NO. 2 - BOOK 660110 O.R. PAGE 607

COUNTY OF SACRAMENTO
OFFICE OF DEVELOPMENT & CODE SERVICES
SURVEY SECTION
SCALE: 1"=30' JANUARY 2018

T.C.E. EXHIBIT
A PORTION OF
BOOK 19851127 O.R. PAGE 1668
(A.P.N. 213-0490-013)
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

PAGE 1 OF 1

H-139

STAFF REPORT



DATE: 2-14-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVE THE AGREEMENT WITH EXCLUSIVE EXTERIORS TO CONSTRUCT AN ADA PATHWAY AT YOUTH CENTER PARK IN THE AMOUNT OF \$52,500.

RECOMMENDATION

Approve the Agreement with Exclusive Exteriors to construct an ADA pathway at the Youth Center Park in the amount of \$52,500.

BACKGROUND

The District's American's With Disabilities (ADA) Assessment identified a path of travel project at Youth Center Park to connect the youth baseball field bleachers to the existing pathway and connect the parking lot to the basketball courts and playground. In addition, the project includes constructing a new five-foot pathway around the playground. The contract add-alternate includes expanding the area of the playground to allow for both a swing set and playground apparatus with required fall zone. The project was included in the 2018/19 Fiscal Budget. Two quotes were received for the work as listed below. Staff recommends approval of the low bid with Exclusive Exteriors in the amount of \$52,500 to complete the project.

	<u>Base Bid</u>	<u>Add Alt.</u>	<u>Base Bid w/ Add Alt.</u>
Exclusive Exteriors	\$40,125	\$12,375	\$52,500
Landscapes by Cochran, Inc.	\$49,995	\$10,000	\$59,985

RECOMMENDED MOTION

I move we approve the Agreement with Exclusive Exteriors to construct an ADA pathway at Youth Center Park in the amount of \$52,500 and authorize the District Administrator to execute the agreement.

AGREEMENT

This Agreement is made and entered into this 14th day of February 2019, between Owner, ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as the "District" and EXCLUSIVE EXTERIORS, hereinafter referred to as "Contractor". Contractor will conduct, on behalf of the District, a project consisting of a Youth Center ADA Pathway Project (the "Project"). The Project is located at the Orangevale Youth Center Park, 6745 Hazel Avenue, Orangevale, California.

RECITALS

WHEREAS, the Board of Directors of District have adopted the Uniform Public Construction Cost Accounting Act, Public Contract Code Section 22000, et seq., (the "Act") which allows the District to complete projects by negotiated contract, by purchase order, or be the employees of the District by force account for projects up to Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, the District determined that the cost of the Project would be under Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, Contractor, has submitted an informal bid for the performance of the work; and

NOW THEREFORE, in consideration of the promises contained herein, it is mutually agreed between the parties hereto as follows:

CONTRACT DOCUMENTS

1. The following documents are by this reference incorporated into, made a part of this Agreement, and collectively referred to herein as the "Contract Documents": The construction proposal of Contractor and required insurance certificates.

It is understood and agreed that all said Contract Documents are intended to cooperate so that any work called for in one document and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all Contract Documents, so that the true meaning of all documents when taken together shall control the work pursuant to this Agreement. In the event of ambiguity or conflict in the provisions of the Contract Documents, the terms of this Agreement shall take precedence over all other Contract Documents.

If Contractor should perceive an error, omission, or conflict in the Contract Documents, it will promptly notify the District representative in writing. The District representative will promptly resolve conflicts, errors and omissions by written instructions, which Contractor will promptly follow. If Contractor proceeds with work based on error, omission or conflict in the Contract Documents, without instructions from the District, it will be at the risk and expense of Contractor.

SCOPE OF WORK

2. Contractor hereby agrees to furnish all labor, materials, equipment, appliances, mechanical workmanship, transportation, communication, scaffolding, hoisting, supervision, and coordination to complete in a workman-like manner, the following work:

Construct an ADA concrete access walkway from an existing concrete sidewalk to the baseball field and an ADA pathway from the parking lot to the basketball court and around the playground area. The add alternate is to demolish a portion of the existing playground footing and expand the playground area with accompanying footing and pathway at Youth Center Park. The construction is based on plans provided by MTW Group and site walkthrough. Excavation, disposal, sub-base preparation and forming for concrete with ½ inch rebar on 18-inch centers. (6 sack, broom finish, 5" thick). The project does not include fencing which is under separate contract. Project includes installation of four benches which will be provided by District.

INVESTIGATION BY CONTRACTOR

3. Contractor has thoroughly investigated the job sites. The contract price includes all work, as shown in the Construction Documents needed to provide six finished and complete monument sign installations in compliance with all applicable building codes, laws and regulations.

COMPLETION

4. Contractor shall be required to begin work seven (7) calendar days after written notification to that effect by the District, and to complete work in accordance with the Contract Documents to the satisfaction of the District within ten (10) calendar days from said written notice.

PAYMENT

5. The District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of Contractor's bid and proposal and this Agreement, to wit: \$52,500. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

No payment will be made until defective work and materials have been removed, replaced and made good in accordance with the Contract Documents. In any event, payment made shall not be construed to be an acceptance of defective work or improper materials, and Contractor shall be required to remove, replace and/or repair any defective work and materials at its own expense.

Contractor shall provide to the District an Unconditional Waiver and Release for every subcontractor and/or entity providing materials and supplies on the job prior to release of final payment. The Unconditional Waiver and Release shall be in the form attached as Exhibit A to this Agreement. Thirty-five (35) calendar days from and after the issuance of the Notice of Completion, the balance of the contract price remaining unpaid will be paid to Contractor under certificate issued by the District, provided there are no mechanic's liens of

record or stop notices in effect at that time, or defective work to be repaired.

If at any time during the progress of the work or before the final payment is made, any stop notice or other lien or claim of lien is filed, or notification to withhold money for labor or material furnished by Contractor under this Agreement is served on the District, the District shall have the right to withhold from any monies due Contractor, an amount sufficient to discharge any or all such liens or claims. Releases or receipted vouchers in settlement of these liens or claims satisfactory to the District must be furnished to the District by Contractor before the withheld money will be paid to Contractor. If Contractor has not settled the stop notice, liens or claims within a reasonable time, not to exceed thirty (30) days from and after such stop notice, lien or claim is made, the District shall have the right to make a claim on Contractor's bond for payment of such stop notices, liens or claims. The District shall also have the right, but shall not be obliged, to discharge any or all such stop notices, liens or claims out of money withheld from Contractor. The District reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers that have asserted a stop notice or claim of mechanic's lien against the District. Any monies held in retention or otherwise by the District shall not be considered monies due and owing to Contractor until final payment is made pursuant to this Section 5, and all amounts have been deducted for any and all damages assessed pursuant to the provisions of this Agreement and/or monies expended by the District to complete the work as set forth in and contemplated by the Contract Documents.

PREVAILING WAGES

6. Pursuant to the provisions of Section 1774, et seq. of the Labor Code of the State of California, it shall be mandatory for Contractor, and any subcontractor working under Contractor, to pay all workers, laborers and mechanics employed in the execution of this work not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work or any part of the work contemplated by this Agreement. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at the office of the District.

Pursuant to Labor Code Section 1775, Contractor shall forfeit, as penalty to the District, an amount of not more than Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done pursuant to this Agreement by Contractor or any subcontractor working under Contractor. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, the previous record of the Contractor in meeting his or her prevailing wage obligations, or Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor had knowledge of his or her obligations under the Labor Code. In addition to said penalty, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Contractor and each subcontractor under Contractor shall keep an accurate payroll record showing name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each person certified in a trade or a craft, for each apprentice, worker, or other employee of Contractor or subcontractor performing a part of the work contemplated by this Agreement. Contractor shall provide or make available for inspection, a certified copy of such payroll records as specified in Section 1776 of the Labor Code of the State of California. Attention is directed to Section 1777.5 of the Labor Code of the State of California concerning the employment of apprentices, and Contractor is required to comply with the provisions of that section.

EIGHT HOUR DAY LIMITATION

7. Contractor agrees that eight (8) hours labor shall constitute a day's work, and no worker, in the employ of the Contractor, or any subcontractor, doing or contracting to do any part of the work under this Agreement, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week; provided that subject to California Labor Code Section 1815, a worker may perform work in excess of eight (8) hours per day or forty (40) hours per week at not less than one and one-half times the basic rate of pay.

Except as provided above for overtime, Contractor shall forfeit as a penalty to District the sum of Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815.

INSURANCE

8. Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability insurance and workers' compensation insurance as specified below:

A. Public Liability, Property Damage and Contractual Liability Insurance. Contractor shall furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards in a minimum amount of not less than a combined single limit of One Million Dollars (\$1,000,000.00) for one or more persons injured and property damaged in each occurrence.

The public liability and property damage insurance furnished by Contractor shall also name the District as an additional insured and shall directly protect, as well as provide the defense for the District, its officers, agents and employees, as well as Contractor, all subcontractors and suppliers, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of, or resulting from Contractor's operations in the performance of the work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Contractor. Said insurance shall also specify that it acts as primary insurance.

If Contractor fails to maintain such insurance, the District may take out insurance to cover damages of the above-mentioned classes for which the District might be held liable on account of Contractor failing to pay such damages, and deduct and retain the amount of the premiums for such insurance from any sums due Contractor under this Agreement. Failure of the District to obtain such insurance shall in no way relieve Contractor from any of its responsibilities to acquire insurance under this Agreement.

B. Workers' Compensation Insurance. Contractor shall be permissibly self-insured or shall carry full workers' compensation insurance coverage for all persons employed, either directly or through subcontractors, in carrying out the work contemplated by this Agreement, in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California.

If Contractor fails to maintain such insurance, the District may take out insurance to cover any compensation which the District might be liable to pay under the provisions of the Workers' Compensation Act by reason of an employee of Contractor being injured or killed while engaged in the course and scope of his employment. The District may deduct and retain the amount of the premiums for such insurance from any sums due Contractor under this Agreement. Failure of the District to obtain such insurance shall in no way relieve Contractor from any of his responsibilities to obtain such insurance pursuant to this Agreement.

By execution of this Agreement, Contractor certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, I will comply with such provisions before commencing the performance of the work of this contract.

As part of the execution of this Agreement, Contractor agrees to furnish to the District a certified copy of the insurance policies it has taken out for public liability, property damage and workers' compensation insurance set forth above for the period covered by this Agreement. Such insurance shall be placed with an insurance carrier acceptable to the District under terms satisfactory to the District. Said certified policies of insurance shall be furnished to the District prior to commencing the work contemplated by this Agreement. Each such certified policy shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District shall have received written notification of such cancellation or reduction.

Should Contractor fail to obtain and keep in force the insurance coverage hereinabove required, the District shall have the right to cancel and terminate this Agreement forthwith and without regard to any other provisions of this Agreement.

INDEMNIFICATION

9. Contractor shall assume the defense of, and indemnify and save harmless, the District, its officers, employees and agents, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of this Agreement by Contractor, any subcontractor or Contractor's agents or employees; (2) any alleged negligent act or omission of Contractor, any subcontractor, Contractor's agents or employees, in connection with any acts performed or required to be performed pursuant to this Agreement; (3) any dangerous or defective condition arising or resulting from any of the actions or omissions of Contractor, Contractor's agents or employees in carrying out the provisions of this Agreement. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by the District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees.

CHANGE ORDERS

10. The District may, without invalidating this Agreement, order changes in the scope of the work to be performed by Contractor consisting of additions, deletions or modifications in the nature and extent of the work to be performed pursuant to the Contract Documents. If these additions, deletions or changes cause an increase or reduction in the cost of the work to be performed, then such increase or reduction in cost shall be mutually agreed upon by both parties and the contract sum, as well as the contract time shall be adjusted accordingly. Any such adjustment in the contract sum shall be calculated by using the same basis Contractor used for calculating its base bid. Contractor shall furnish a detailed itemization of the proposed contract price adjustment and any such change in the work and adjustment of the contract price and/or contract time shall be authorized only by written change order signed by Contractor, Architect, and the District after approval by the District's Board of Directors. The contract sum as well as the contract time shall be changed only by such a written change order. In the event Contractor encounters work that exceeds the estimated quantities upon which its bid is based, Contractor shall notify the District and/or Architect of the discrepancy. Contractor shall apply for a Change Order reflecting any such additional quantities within ten (10) days of encountering same. A failure by Contractor to do so shall result in a waiver by Contractor to any right to compensation for such additional quantities.

WARRANTY

11. Contractor agrees that the work shall be performed in accordance with the Contract Documents and industry standards. Contractor unconditionally guarantees all materials and workmanship furnished under this Agreement, and agrees to replace at its sole cost and expense, and to the satisfaction of District, any and all materials which may be defective through faulty, improper or inferior workmanship or materials. Contractor shall repair or replace to the satisfaction of District any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing. This guarantee shall remain in effect for one (1) year from the date of District's acceptance of the work. This guarantee does not excuse Contractor for any other liability related to defective work discovered after the guarantee period. Contractor shall transfer

to District all manufacturer and supplier warranties relating to the work, if any, upon completion of the work and prior to the final payment.

In the event of failure to comply with the above stated conditions within a reasonable time, District may have the defective work repaired and made good at the expense of Contractor who will pay the costs and charges therefore immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred by District in enforcing this guarantee.

CORRECTION OF WORK AND BACK CHARGES

12. Contractor will immediately, upon written orders of the District and/or Architect, correct any defect or deficiency in the work, equipment or materials. The District may withhold from Contractor, any amounts it reasonably estimates to be necessary for the correction of defective work if Contractor fails to repair and/or replace such defective work after request by the District and/or Architect.

CLEANUP

13. Contractor will continuously clean the job site, and keep it in a safe, orderly and neat condition. At the completion of the work, the entire job site will be left in a broom-clean condition.

CONCEALED CONDITIONS

14. Contractor has examined the job site, the Contract Documents and the applicable building codes, laws and regulations as well as any applicable laws and regulations of any and all utilities, that govern the conduct of the work, and has made such investigation as it deems appropriate. The contract price includes full compensation for all efforts to be expended by Contractor obtaining any and all approvals of the governing water, electricity, gas and other utility companies, and in dealing with any concealed, underground, known and/or unknown conditions.

CONTRACTOR AS INDEPENDENT CONTRACTOR

15. The parties hereto agree that at all times during the term of this Agreement, Contractor and Contractor's employees hired to perform services pursuant to this Agreement are independent contractors and are not agents or employees of the District. Contractor shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures for performing the services required by this Agreement and for coordinating all portions of the work required by this Agreement. The District shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor and Contractor shall be responsible for the actions of any such third persons. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment shall be determined by Contractor, and the District shall have no right or authority over such persons or the terms of their employment.

Neither Contractor nor any third persons employed by Contractor to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from the District should Contractor or any of its employees sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither Contractor nor any third persons employed by Contractor shall be entitled to any other benefits payable to employees of the District. The District is not required to make any deductions from the compensation payable to Contractor under the provisions of Contractor's bid. Contractor hereby agrees to defend and hold the District harmless from any and all claims that may be made against the District based on any contention by any third party that an employer/employee relationship exists between the District and that third party by reason of this Agreement. Contractor further agrees to defend and hold the District harmless from any and all claims that may be made against the District by any third party based on any failure of the Contractor to fulfill its obligations contractual or otherwise, to any such third party.

Contractor represents that it, and its subcontractors, are properly licensed and will remain so during the progress of the work.

DEFAULT BY CONTRACTOR

16. If Contractor fails to expeditiously advance the project, or installs work that does not comply with the requirements of the Contract Documents, fails to comply with any provision of law regarding the payment of employees, subcontractors and/or any third parties providing materials, equipment or supplies provided to the project, or fails to otherwise promptly pay for work or materials supplied to the project, or is guilty of any other material breach of the terms of this Agreement, the District may: (1) suspend payment until such time as the default is remedied by Contractor; or (2) by written notice to Contractor, terminate Contractor's right to perform all or any portion of the work. Contractor hereby agrees to pay the District all damages sustained as a result of default by Contractor. If the District terminates Contractor's right to perform the work, the District may have the work performed by others, or may complete the work itself, and charge the cost to Contractor. The cost of completion by the District shall include reasonable reimbursement for additional executive and administrative expense along with all damages for delay, including liquidated damages, and other damages sustained by the District as a result of Contractor's default. The District may deduct from any and all monies owing to the Contractor, either by virtue of this Agreement or any other agreements between the District and the Contractor, any and all damages and/or costs of completion assessed by the District against the Contractor pursuant to the provision of this Agreement.

SAFETY

17. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work contemplated by this Agreement. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees; (2) the project itself and materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. Contractor will indemnify the District

and hold it harmless against all claims, liability, loss and expense, including attorney's fees and costs caused by or contributed to unsafe conduct tolerated by Contractor or any of its subcontractors.

MISCELLANEOUS PROVISIONS

18. Contractor shall not assign this Agreement or any interest in it, or any money due or to become due under it voluntarily, involuntarily or by operation of law without the District's prior written consent. In the event of any such purported assignment without the District's prior written consent, the District shall have the right, in addition to all other rights provided by law, to terminate this Agreement by giving written notice to Contractor. If this Agreement is so terminated, the District may contract for the completion of the work or complete the work itself. If the cost and expense of completing the work, when added to the sum of amounts previously paid Contractor under this Agreement and any amounts due but unpaid to Contractor at the time of such termination, exceed the contract price, the District may deduct the amount of the excess from any such amounts then due Contractor. If the amount of such excess is larger than the amounts then due Contractor, Contractor shall immediately pay such excess or the balance thereof to the District, failing which recourse may be made immediately to Contractor's bond. If the Agreement is so terminated, Contractor agrees to waive and hereby does waive all other claims against the District for profits, loss, or damage because of such termination.

19. In the event of litigation between the parties, or if a party becomes involved in litigation because of wrongful acts of the other party, the prevailing or innocent party shall be entitled to an award of reasonable attorney's fees from the other party. The prevailing party will be entitled to an award of attorney's fees in an amount sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.

20. It is expressly hereby agreed that time is of the essence of this Agreement including all Contract Documents incorporated herein.

21. This Agreement shall be governed and construed according to the laws of the State of California.

22. This Agreement, together with all Contract Documents expressly incorporated herein by reference, supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services by Contractor to the District, and contains all of the covenants and agreements between the parties with respect to such services. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the other Contract Documents shall be valid or binding.

23. The failure or omission by District to terminate this Agreement for any violation of its terms, conditions or Agreements shall in no way bar, stop or prevent the District from terminating this Agreement thereafter, either for such or for any subsequent violation of any such term, condition or covenant. The filing of a notice of completion or acceptance of the project shall not be, or shall not be construed to be a waiver of any breach of any term, covenant or condition of this Agreement

24. This Agreement shall inure to the benefit and bind the successors and assigns of the respective parties hereto.

25. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

26. The terms of this Agreement may be modified only in writing by mutual agreement on signature of the District and Contractor. Said amendment shall be attached to this Agreement.

27. Any notices to be given pursuant to this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice to the other. Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notice shall be deemed communicated as of the date of deposit in the mail.

IN WITNESS WHEREOF, the ORANGEVALE RECREATION AND PARK DISTRICT has, caused this Agreement to be signed by the District Administrator of said Board of Directors and Contractor has executed this Agreement on the date and year first above written.

ORANGEVALE RECREATION AND PARK DISTRICT,
a political subdivision of the State of California

By _____
Greg Foell, District Administrator

EXCLUSIVE EXTERIORS

By _____
Rory Merrill
Contractor's License Number: 667484

EXHIBIT A

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned has been paid in full for all labor, services, equipment or material furnished to _____ on the job of _____ located at _____ and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against labor and material bond on the job, except for disputed claims for extra work in the amount of \$ _____.

Dated: _____

By: _____

“NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.”

EXHIBIT B

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment in the sum of \$ _____ for the labor, services, equipment, or material furnished to _____ on the job of _____ located at _____ and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to _____ through only and does not cover any retentions retained before or after the release dates; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated: _____

By: _____

“NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.”

EXHIBIT C

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from _____ in the sum of \$_____ payable to _____ and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of _____ located at _____ to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to _____ through _____ only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said parties should verify evidence of payment to the undersigned.

Dated: _____

By _____

Greg Foell

From: Form700.Sacramento@SouthTechHosting.com on behalf of form700@saccounty.net
Sent: Tuesday, February 05, 2019 4:12 PM
To: Greg Foell
Subject: Notification - Your Submitted Form 700

Dear Gregory,

Congratulations! Your Conflict of Interest Form 700 has been successfully filed with our office on 02/05/2019 04:11 PM.

Electronic Confirmation #:9940

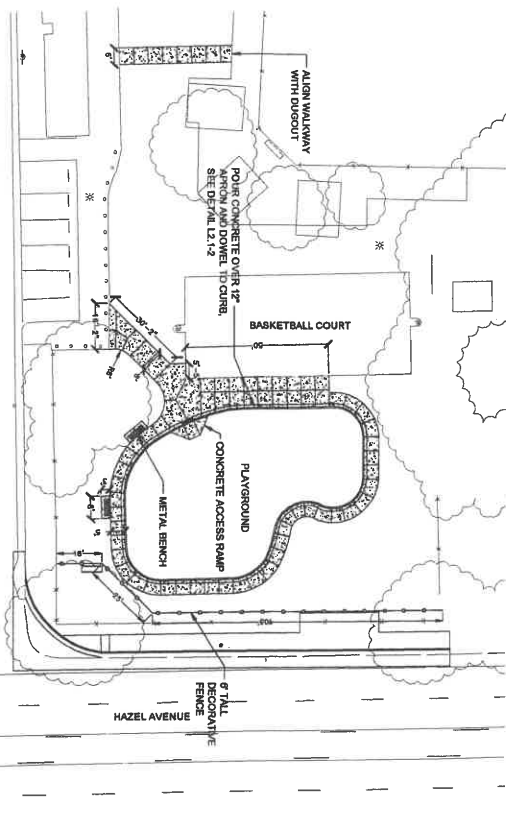
Agency: Orangevale Recreation and Park District
Position: District Administrator - 0000006
Filing Type: Annual
Filing Year: 2018
Number of pages: 1

If you need to view, print or amend your filed form, a copy of your filing has been saved in your profile under 'Previous Filings' in the eDisclosure System.

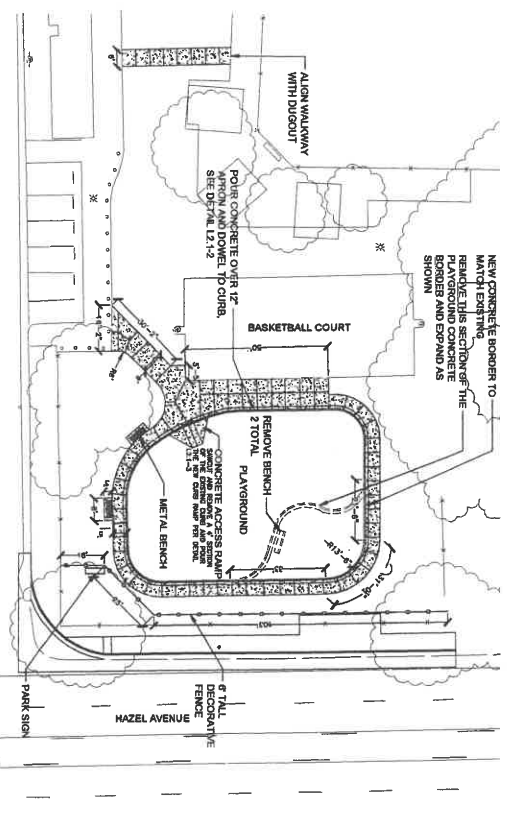
Hope you enjoyed your online filing experience.

System Logon Link: <https://www.southtechhosting.com/SacramentoCounty/eDisclosure/>

NOTE:
 1 ALL ACCESSIBLE WALKWAYS ARE NOT TO EXCEED 4.5% IN THE DIRECTION OF TRAVEL AND 1.5% PERPENDICULAR TO TRAVEL.



BASE DESIGN



ALTERNATE DESIGN

KEY

SITE LEGEND

- BROOK FINISH CONCRETE 200 GPM EACH AND FROM RECONSTRUCTION
- CONCRETE RAMP
- CONCRETE ACCESS RAMP SEE SHEET L1.1 FOR CONSTRUCTION DETAIL
- 6\"/>



MTW Group
 LANDSCAPE ARCHITECTURE AND PLANNING
 2007 K STREET, SUITE 201
 915 866-8990



REVISIONS

NO.	DESCRIPTION	DATE	BY

INITIAL BOX

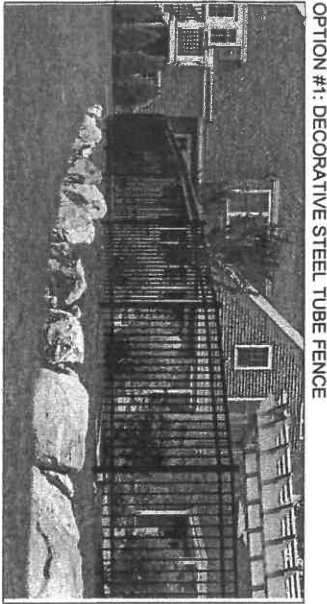
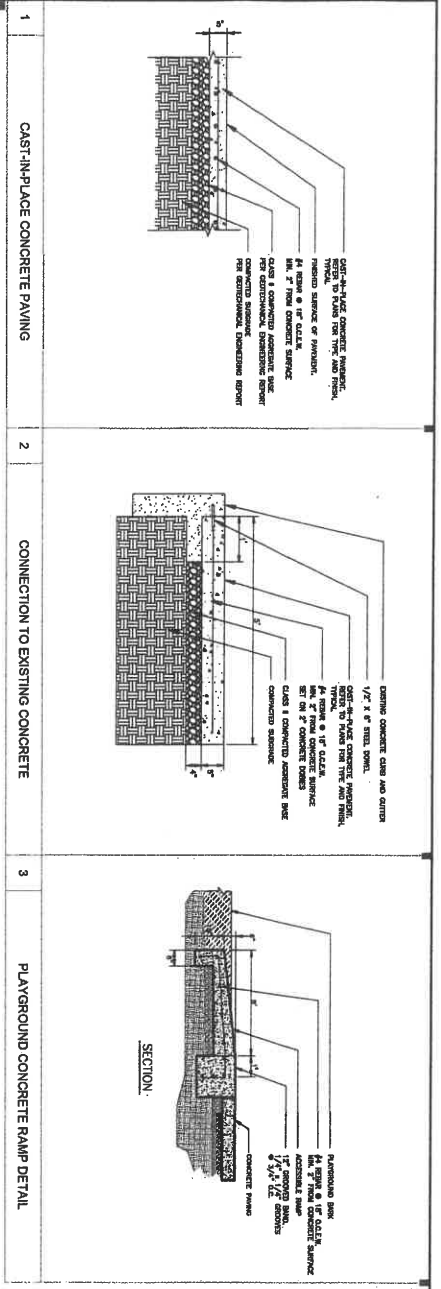
NO.	DATE	BY	REVISION

YOUTH CENTER ACCESSIBLE PATHWAY PROJECT

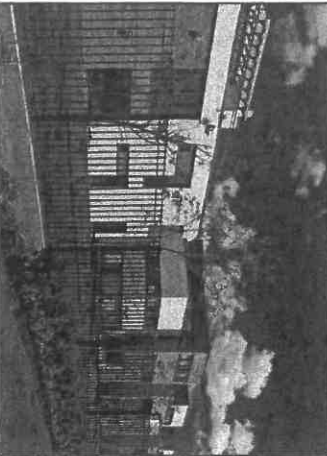
ORANGEVALE RECREATION AND PARK DISTRICT

DATE: 1/8/19
 JOB NO.: 18-00.1
 SHEET TITLE: SITE PLAN

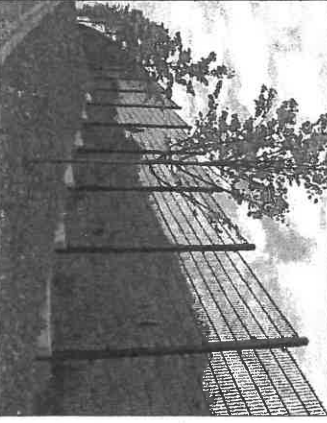
SHEET NO.: L1.1
 SHEET 1 OF 2



OPTION #1: DECORATIVE STEEL TUBE FENCE



OPTION #2: DECORATIVE WELDED WIRE FENCE



OPTION #3: DECORATIVE WELDED WIRE FENCE

MTW Group
 LANDSCAPE ARCHITECTURE
 AND PLANNING
 200 N STREET, SUITE 201
 ORANGE, CA 92667
 949.568.3990



REVISIONS

NO.	DESCRIPTION	DATE	BY

INITIAL BOX

NO.	DATE	BY	REVISION

**YOUTH CENTER
 ACCESSIBLE PATHWAY
 PROJECT**

ORANGEVALE RECREATION AND PARK DISTRICT

DATE: 1/8/19
 JOB NO.: 19-001
 SHEET TITLE: SITE DETAILS AND IMAGES

SHEET NO.: **L2.1**
 SHEET 2 OF 2

STAFF REPORT



DATE: 2-14-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVE A DATE AND TIME FOR A BOARD WORKSHOP TO DISCUSS AND PRIORITIZE THE DISTRICT'S CAPITAL IMPROVEMENT, CAPITAL REPLACEMENT, AND ADA PLAN PROJECTS

RECOMMENDATION

Approve a date and time for a Board Workshop to discuss and prioritize the District's capital improvement, capital replacement and ADA plan projects.

BACKGROUND

The District has completed park master plans for each of the developed parks. The District will now create a finance plan for funding the projects identified in the master plans. The first step in this process is to establish a priority list for projects. Staff recommends holding the workshop on Thursday, February 28, 2019 at 6:30 p.m.

RECOMMENDED MOTION

I move the Board hold a workshop to discuss the prioritization of projects on February 28, 2019 at 6:30 p.m.

STAFF REPORT



DATE: 2-14-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVE A DATE AND TIME FOR A BOARD WORKSHOP TO DISCUSS BOARD GOVERNANCE, THE BROWN ACT, AND THE PUBLIC RECORDS ACT

RECOMMENDATION

Approve a date and time for a Board Workshop to discuss board governance, The Brown Act, and the Public Records Act.

BACKGROUND

The Board discussed holding a workshop to discuss board governance, The Brown Act, and the Public Records Act in the spring of 2018 but determined to wait until after the November 2018 elections to hold the workshop. Staff recommends holding the workshop on March 14th at 5:30 p.m. before the Regular Board of Directors Meeting.

RECOMMENDED MOTION

I move the Board hold a workshop to discuss board governance, The Brown Act, and the Public Records Act on Thursday, March 14, 2019 from 5:30 – 6:30 p.m. before the regular March Board Meeting.

STAFF REPORT



DATE: 2-14-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: ACCEPTANCE OF THE COUNTY OF SACRAMENTO 2019
INVESTMENT POLICY FOR THE POOLED INVESTMENT FUND**

RECOMMENDATION

Accept and file the County of Sacramento 2019 Investment Policy for the Pooled Investment Fund.

BACKGROUND

Each year the County of Sacramento publishes their Investment Policy for the Pooled Investment Fund. These are the policies by which the pooled County assets are invested, which include the Orangevale Recreation & Park District funds.

Government Code section 53646(a)(1,2) states as follows: (1) In the case of county government, the treasurer may annually render to the board of supervisors and any oversight committee a statement of investment policy, which the board shall review and approve at a public meeting. Any change in the policy shall also be reviewed and approved by the board at a public meeting. (2) In the case of any other local agency, the treasurer or chief fiscal officer of the local agency may annually render to the legislative body of that local agency and any oversight committee of that local agency a statement of investment policy, which the legislative body of the local agency shall consider at a public meeting. Any change in the policy shall also be considered by the legislative body of the local agency at a public meeting.

The District is hereby considering the County Investment Policy as the policy guiding the investment of District funds.

RECOMMENDED MOTION

I move that we accept and file the County of Sacramento 2019 Investment Policy for the Pooled Investment Fund.

Department of Finance

Ben Lamera
Director



County of Sacramento

Divisions

Administration
Auditor-Controller
Consolidated Utilities Billing & Service
Investments
Tax Collection & Business Licensing
Treasury

January 1, 2019

To: Pooled Investment Fund Participant Agency Board Chairs

Subject: **CALENDAR YEAR 2019 INVESTMENT POLICY FOR THE POOLED INVESTMENT FUND**

Since 1987, the Director of Finance has submitted a statement of investment policy to the Sacramento County Board of Supervisors for consideration and adoption. The Board of Supervisors approved the enclosed calendar year 2019 investment policy on December 4, 2018.

All changes to the investment policy for 2019 were grammatical and do not affect the intent of the policy.

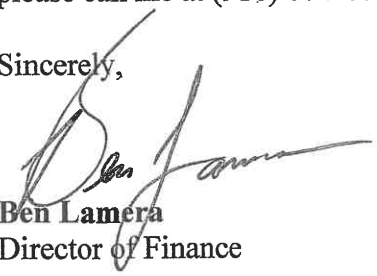
I recommend that the legislative body of your agency receive and file the enclosed Sacramento County Annual Investment Policy of the Pooled Investment Fund — Calendar Year 2019 at its next regular meeting. Your action to receive and file the policy constitutes consideration at a public meeting as recommended by Government Code section 53646(a)(2). The investment policy is also available on the Department of Finance – Investment Division webpage at www.finance.saccounty.net/investments.

The following investment-related reports are also available on the Investment Division webpage:

- Pooled Investment Fund Monthly Review;
- Quarterly Pooled Investment Fund Report; and
- Non-Pooled Investment Funds Portfolio Reports.

If you have any questions about the investment policy or management of the Pooled Investment Fund portfolio, please call me at (916) 874-6744 or Chief Investment Officer Bernard Santo Domingo at (916) 874-7320.

Sincerely,


Ben Lamera
Director of Finance

Enclosure



SACRAMENTO COUNTY

Annual Investment Policy of the Pooled Investment Fund

CALENDAR YEAR 2019

*Approved by the
Sacramento County Board of Supervisors*

December 4, 2018
Resolution No. 2018-0839

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SACRAMENTO COUNTY

**Annual Investment Policy
of the Pooled Investment Fund**

CALENDAR YEAR 2019

I. Authority

Under the Sacramento County Charter, the Board of Supervisors established the position of Director of Finance and by ordinance will annually review and renew the Director of Finance's authority to invest and reinvest all the funds in the County Treasury.

II. Policy Statement

This Investment Policy (Policy) establishes cash management and investment guidelines for the Director of Finance, who is responsible for the stewardship of the Sacramento County Pooled Investment Fund. Each transaction and the entire portfolio must comply with California Government Code and this Policy. All portfolio activities will be judged by the standards of the Policy and its investment objectives. Activities that violate its spirit and intent will be considered contrary to the Policy.

III. Standard of Care

The Director of Finance is the Trustee of the Pooled Investment Fund and therefore, a fiduciary subject to the prudent investor standard. The Director of Finance, employees involved in the investment process, and members of the Sacramento County Treasury Oversight Committee (Oversight Committee) shall refrain from all personal business activities that could conflict with the management of the investment program. All individuals involved will be required to report all gifts and income in accordance with California state law. When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the Director of Finance shall act with care, skill, prudence, and diligence to meet the aims of the investment objectives listed in Section IV, Investment Objectives.

IV. Investment Objectives

The Pooled Investment Fund shall be prudently invested in order to earn a reasonable return, while awaiting application for governmental purposes. The specific objectives for the Pooled Investment Fund are ranked in order of importance.

A. Safety of Principal

The preservation of principal is the primary objective. Each transaction shall seek to ensure that capital losses are avoided, whether they be from securities default or erosion of market value.

B. Liquidity

As a second objective, the Pooled Investment Fund should remain sufficiently flexible to enable the Director of Finance to meet all operating requirements that may be reasonably anticipated in any depositor's fund.

C. Public Trust

In managing the Pooled Investment Fund, the Director of Finance and the authorized investment traders should avoid any transactions that might impair public confidence in Sacramento County and the participating local agencies. Investments should be made with precision and care, considering the probable safety of the capital as well as the probable income to be derived.

D. Maximum Rate of Return

As the fourth objective, the Pooled Investment Fund should be designed to attain a market average rate of return through budgetary and economic cycles, consistent with the risk limitations, prudent investment principles and cash flow characteristics identified herein. For comparative purposes, the State of California Local Agency Investment Fund (LAIF) will be used as a performance benchmark. The Pooled Investment Fund quarterly performance benchmark target has been set at or above LAIF's yield. This benchmark was chosen because LAIF's portfolio structure is similar to the Pooled Investment Fund.

V. Pooled Investment Fund Investors

The Pooled Investment Fund investors are comprised of Sacramento County, school and community college districts, districts directed by the Board of Supervisors, and independent special districts whose treasurer is the Director of Finance. Any local agencies not included in this category are subject to California Government Code section 53684 and are referred to as outside investors.

VI. Implementation

In order to provide direction to those responsible for management of the Pooled Investment Fund, the Director of Finance has established this Policy and will provide it to the Oversight Committee and render it to legislative bodies of local agencies that participate in the Pooled Investment Fund. In accordance with California Government Code section 53646, et seq., the Board of Supervisors shall review and approve this Policy annually.

This Policy provides a detailed description of investment parameters used to implement the investment process and includes the following: investable funds; authorized instruments; prohibited investments; credit requirements; maximum maturities and concentrations; repurchase agreements; Community Reinvestment Act Program; criteria and qualifications of broker/dealers and direct issuers; investment guidelines, management style and strategy; Approved Lists; and calculation of yield and costs.

VII. Internal Controls

The Director of Finance shall establish internal controls to provide reasonable assurance that the investment objectives are met and to ensure that the assets are protected from loss, theft, or misuse. To assist in implementation and internal controls, the Director of Finance has established an Investment Group and a Review Group.

The Investment Group, which is comprised of the Director of Finance and his/her designees, is responsible for maintenance of the investment guidelines and Approved Lists. These guidelines and lists can be altered daily, if needed, to adjust to the ever-changing financial markets. The guidelines can be more conservative or match the policy language. In no case can the guidelines override the Policy.

The Review Group, which is comprised of the Director of Finance and his/her designees, is responsible for the monthly review and appraisal of all the investments purchased by the Director of Finance and staff. This review includes bond proceeds, which are invested separately from the Pooled Investment Fund and are not governed by this Policy.

The Director of Finance shall establish a process for daily, monthly, quarterly, and annual review and monitoring of the Pooled Investment Fund activity. The following articles, in order of supremacy, govern the Pooled Investment Fund:

1. California Government Code
2. Annual Investment Policy
3. Current Investment Guidelines
4. Approved Lists (see page 9, Section IX.K)

The Director of Finance shall review the daily investment activity and corresponding bank balances.

Monthly, the Review Group shall review all investment activity and its compliance to the corresponding governing articles and investment objectives.

Quarterly, the Director of Finance will provide the Oversight Committee with a copy of the Pooled Investment Fund activity and its compliance to the annual Policy and California Government Code.

Annually, the Oversight Committee shall cause an annual audit of the activities within the Pooled Investment Fund to be conducted to determine compliance to the Policy and California Government Code. This audit will include issues relating to the structure of the investment portfolio and risk.

All securities purchased, with the exception of time deposits, money market mutual funds, LAIF and Wells Fargo's overnight investment fund, shall be delivered to the independent third-party custodian selected by the Director of Finance. This includes all collateral for repurchase agreements. All trades, where applicable, will be executed by delivery versus payment by the designated third-party custodian.

VIII. Sacramento County Treasury Oversight Committee

In accordance with California Government Code section 27130 et seq., the Board of Supervisors, in consultation with the Director of Finance, has created the Sacramento County Treasury Oversight Committee (Oversight Committee). Annually, the Director of Finance shall prepare an Investment Policy that will be forwarded to and monitored by the Oversight Committee and rendered to Boards of all local agency participants. The Board of Supervisors shall review and approve the Policy during public session. Quarterly, the Director of Finance shall provide the Oversight Committee a report of all investment activities of the Pooled Investment Fund to ensure compliance to the Policy. Annually, the Oversight Committee shall cause an audit to be conducted on the Pooled Investment Fund. The meetings of the Oversight Committee shall be open to the public and subject to the Ralph M. Brown Act.

A member of the Oversight Committee may not be employed by an entity that has contributed to the campaign of a candidate for the office of local treasurer, or contributed to the campaign of a candidate to be a member of a legislative body of any local agency that has deposited funds in the county treasury, in the previous three years or during the period that the employee is a member of the Oversight Committee. A member may not directly or indirectly raise money for a candidate for local treasurer or a member of the Sacramento County Board of Supervisors or governing board of any local agency that has deposited funds in the county treasury while a member of the Oversight Committee. Finally, a member may not secure employment with, or be employed by bond underwriters, bond counsel, security brokerages or dealers, or financial services firms, with whom the treasurer is doing business during the period that the person is a member of the Oversight Committee or for one year after leaving the committee.

The Oversight Committee is not allowed to direct individual investment decisions, select individual investment advisors, brokers or dealers, or impinge on the day-to-day operations of the Department of Finance treasury and investment operations.

IX. Investment Parameters

A. Investable Funds

Total Investable Funds (TIF) for purposes of this Policy are all Pooled Investment Fund moneys that are available for investment at any one time, including the estimated bank account float. Included in TIF are funds of outside investors, if applicable, for which the Director of Finance provides investment services. Excluded from TIF are all funds held in separate portfolios.

The Cash Flow Horizon is the period in which the Pooled Investment Fund cash flow can be reasonably forecasted. This Policy establishes the Cash Flow Horizon to be one (1) year.

Once the Director of Finance has deemed that the cash flow forecast can be met, the Director of Finance may invest funds with maturities beyond one year. These securities will be referred to as the Core Portfolio.

B. Authorized Investments

Authorized investments shall match the general categories established by the California Government Code sections 53601 et seq. and 53635 et seq. Authorized investments shall include, in accordance with California Government Code section 16429.1, investments into LAIF. Authorization for specific instruments within these general categories, as well as narrower portfolio concentration and maturity limits, will be established and maintained by the Investment Group as part of the Investment Guidelines. As the California Government Code is amended, this Policy shall likewise become amended.

C. Prohibited Investments

No investments shall be authorized that have the possibility of returning a zero or negative yield if held to maturity. These shall include inverse floaters, range notes, and interest only strips derived from a pool of mortgages.

All legal investments issued by a tobacco-related company are prohibited. A tobacco-related company is defined as an entity that makes smoking products from tobacco used in cigarettes, cigars, or snuff or for smoking in pipes. The tobacco-related issuers restricted from any investment are any component companies in the Dow Jones U.S. Tobacco Index or the NYSE Arca Tobacco Index. Annually the Director of Finance and/or his designee will update the list of tobacco-related companies.

D. Credit Requirements

Except for municipal obligations and Community Reinvestment Act (CRA) bank deposits and certificates of deposit, the issuer's short-term credit ratings shall be at or above A-1 by Standard & Poor's, P-1 by Moody's, and, if available, F1 by Fitch, and the issuer's long-term credit ratings shall be at or above A by Standard & Poor's, A2 by Moody's, and, if available, A by Fitch. There are no credit requirements for Registered State Warrants. All other municipal obligations shall be at or above a short-term rating of SP-1 by Standard & Poor's, MIG1 by Moody's, and, if available, F1 by Fitch. In addition, domestic banks are limited to those with a Fitch Viability rating of a or better, without regard to modifiers. The Investment Group is granted the authority to specify approved California banks with Fitch Viability ratings of bbb+ but they must have a Support rating of 1 where appropriate. Foreign banks with domestic licensed offices must have a Sovereign rating of AAA from Standard and Poor's, Moody's, or Fitch and a Fitch Viability rating of a or better, without regard to modifiers; however, a foreign bank may have a rating of bbb+ but they must have a Support rating of 1. Domestic savings banks must be rated a or better, without regard to modifiers, or may have a rating of bbb+ but they must have a Support rating of 1.

Community Reinvestment Act Program Credit Requirements

Maximum Amount	Minimum Requirements					
Up to the FDIC- or NCUSIF-insured limit for the term of the deposit	Banks — FDIC Insurance Coverage					
	Credit Unions — NCUSIF Insurance Coverage <i>Credit unions are limited to a maximum deposit of the NCUSIF-insured limit since they are not rated by nationally recognized rating agencies and are not required to provide collateral on public deposits.</i>					
Over the FDIC- or NCUSIF-insured limit to \$10 million	<p><i>(Any 2 of 3 ratings)</i></p> <table border="0"> <tr> <td>S&P: A-2</td> <td rowspan="3" style="text-align: center; vertical-align: middle;">OR</td> <td rowspan="3">Through a private sector entity that assists in the placement of deposits to achieve FDIC insurance coverage of the full deposit and accrued interest.</td> </tr> <tr> <td>Moody's: P-2</td> </tr> <tr> <td>Fitch: F-2</td> </tr> </table> <p>Collateral is required</p>	S&P: A-2	OR	Through a private sector entity that assists in the placement of deposits to achieve FDIC insurance coverage of the full deposit and accrued interest.	Moody's: P-2	Fitch: F-2
S&P: A-2	OR	Through a private sector entity that assists in the placement of deposits to achieve FDIC insurance coverage of the full deposit and accrued interest.				
Moody's: P-2						
Fitch: F-2						

Eligible banks must have Community Reinvestment Act performance ratings of “satisfactory” or “outstanding” from each financial institution’s regulatory authority. In addition, deposits greater than the federally-insured amount must be collateralized. Banks must place securities worth between 110% and 150% of the value of the deposit with the Federal Reserve Bank of San Francisco, the Home Loan Bank of San Francisco, or a trust bank.

Since credit unions do not have Community Reinvestment Act performance ratings, they must demonstrate their commitment to meeting the community reinvestment lending and charitable activities, which are also required of banks.

All commercial paper and medium-term note issues must be issued by corporations operating within the United States and having total assets in excess of one billion dollars (\$1,000,000,000).

The Investment Group may raise these credit standards as part of the Investment Guidelines and Approved Lists. Appendix A provides a Comparison and Interpretation of Credit Ratings by Standard & Poor’s, Moody’s, and Fitch.

E. Maximum Maturities

Due to the nature of the invested funds, no investment with limited market liquidity should be used. Appropriate amounts of highly-liquid investments, such as Treasury and Agency securities, should be maintained to accommodate unforeseen withdrawals.

The maximum maturity, determined as the term from the date of ownership to the date of maturity, for each investment shall be established as follows:

U.S. Treasury and Agency Obligations	5 years
Washington Supranational Obligations ¹	5 years
Municipal Notes	5 years
Registered State Warrants.....	5 years
Bankers Acceptances	180 days
Commercial Paper	270 days
Negotiable Certificates of Deposit.....	180 days
CRA Bank Deposit/Certificates of Deposit	1 year
Repurchase Agreements	1 year
Reverse Repurchase Agreements	92 days
Medium-Term Corporate Notes	180 days
Collateralized Mortgage Obligations	180 days

The Investment Group may reduce these maturity limits to a shorter term as part of the Investment Guidelines and the Approved Lists.

The ultimate maximum maturity of any investment shall be five (5) years. The dollar-weighted average maturity of all securities shall be equal to or less than three (3) years.

F. Maximum Concentrations

No more than 80% of the portfolio may be invested in issues other than United States Treasuries and Government Agencies. The maximum allowable percentage for each type of security is set forth as follows:

U.S. Treasury and Agency Obligations	100%
Municipal Notes	80%
Registered State Warrants.....	80%
Bankers Acceptances	40%
Commercial Paper	40%
Washington Supranational Obligations.....	30%
Negotiable Certificates of Deposit and CRA Bank Deposit/Certificates of Deposit	30%
Repurchase Agreements	30%
Reverse Repurchase Agreements	20%
Medium-Term Corporate Notes	30%
Money Market Mutual Funds.....	20%
Collateralized Mortgage Obligations	20%
Local Agency Investment Fund (LAIF)	(per State limit) ²

The Investment Group may reduce these concentrations as part of the Investment Guidelines and the Approved Lists.

¹ The International Bank for Reconstruction and Development, International Finance Corporation, and Inter-American Development Bank.

² LAIF current maximum allowed is \$65 million.

No more than 10% of the portfolio, except Treasuries and Agencies, may be invested in securities of a single issuer including its related entities.

Where a percentage limitation is established above, for the purpose of determining investment compliance, that maximum percentage will be applied on the date of purchase.

G. Repurchase Agreements

Under California Government Code section 53601, paragraph (j) and section 53635, the Director of Finance may enter into Repurchase Agreements and Reverse Repurchase Agreements. The maximum maturity of a Repurchase Agreement shall be one year. The maximum maturity of a reverse repurchase agreement shall be 92 days, and the proceeds of a reverse repurchase agreement may not be invested beyond the expiration of the agreement. The reverse repurchase agreement must be "matched to maturity" and meet all other requirements in the code.

All repurchase agreements must have an executed Sacramento County Master Repurchase Agreement on file with both the Director of Finance and the Broker/Dealer. Repurchase Agreements executed with approved broker-dealers must be collateralized with either: (1) U.S. Treasuries or Agencies with a market value of 102% for collateral marked to market daily; or (2) money market instruments which are on the Approved Lists of the County and which meet the qualifications of the Policy, with a market value of 102%. Since the market value of the underlying securities is subject to daily market fluctuations, investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102% no later than the next business day. Use of mortgage-backed securities for collateral is not permitted. Strictly for purposes of investing the daily excess bank balance, the collateral provided by the Sacramento County's depository bank can be Treasuries or Agencies valued at 110%, or mortgage-backed securities valued at 150%.

H. Community Reinvestment Act Program

The Director of Finance has allocated within the Pooled Investment Fund, a maximum of \$90 million for the Community Reinvestment Act Program to encourage community investment by financial institutions, which includes community banks and credit unions, and to acknowledge and reward local financial institutions which support the community's financial needs. The Director of Finance may increase this amount, as appropriate, while staying within the investment policy objectives and maximum maturity and concentration limits. The eligible banks and savings banks must have Community Reinvestment Act performance ratings of "satisfactory" or "outstanding" from each financial institution's regulatory authority. The minimum credit requirements are located on page 5 of Section IX.D.

I. Criteria and Qualifications of Brokers/Dealers and Direct Issuers

All transactions initiated on behalf of the Pooled Investment Fund and Sacramento County shall be executed through either government security dealers reporting as primary dealers to the Market Reports Division of the Federal Reserve Bank of New York or direct issuers that directly issue their own securities which have been placed on the Approved List of

brokers/dealers and direct issuers. Further, these firms must have an investment grade rating from at least two national rating services, if available.

Brokers/Dealers and direct issuers which have exceeded the political contribution limits, as contained in Rule G-37 of the Municipal Securities Rulemaking Board, within the preceding four-year period to the Director of Finance, any member of the Board of Supervisors, or any candidate for the Board of Supervisors, are prohibited from the Approved List of brokers/dealers and direct issuers.

Each broker/dealer and direct issuer will be sent a copy of this Policy and a list of those persons authorized to execute investment transactions. Each firm must acknowledge receipt of such materials to qualify for the Approved List of brokers/dealers and direct issuers.

Each broker/dealer and direct issuer authorized to do business with Sacramento County shall, at least annually, supply the Director of Finance with audited financial statements.

J. Investment Guidelines, Management Style and Strategy

The Investment Group, named by the Director of Finance, shall issue and maintain Investment Guidelines specifying authorized investments, credit requirements, permitted transactions, and issue maturity and concentration limits which are consistent with this Policy.

The Investment Group shall also issue a statement describing the investment management style and current strategy for the entire investment program. The management style and strategy can be changed to accommodate shifts in the financial markets, but at all times they must be consistent with this Policy and its objectives.

K. Approved Lists

The Investment Group, named by the Director of Finance, shall issue and maintain various Approved Lists. These lists are:

1. Approved Domestic Banks for all legal investments.
2. Approved Foreign Banks for all legal investments.
3. Approved Commercial Paper and Medium Term Note Issuers.
4. Approved Money Market Mutual Funds.
5. Approved Firms for Purchase or Sale of Securities (Brokers/Dealers and Direct Issuers).
6. Approved Banks / Credit Unions for the Community Reinvestment Act Program.

L. Calculation of Yield and Costs

The costs of managing the investment portfolio, including but not limited to: investment management; accounting for the investment activity; custody of the assets; managing and accounting for the banking; receiving and remitting deposits; oversight controls; and indirect and overhead expenses are charged to the investment earnings based upon actual labor hours worked in respective areas. Costs of these respective areas are accumulated by specific cost

accounting projects and charged to the Pooled Investment Fund on a quarterly basis throughout the fiscal year.

The Department of Finance will allocate the net interest earnings of the Pooled Investment Fund quarterly. The net interest earnings are allocated based upon the average daily cash balance of each Pooled Investment Fund participant.

X. Reviewing, Monitoring and Reporting of the Portfolio

The Review Group will prepare and present to the Director of Finance at least monthly a comprehensive review and evaluation of the transactions, positions, performance of the Pooled Investment Fund and compliance to the California Government Code, Policy, and Investment Guidelines.

Quarterly, the Director of Finance will provide to the Oversight Committee and to any local agency participant that requests a copy, a detailed report on the Pooled Investment Fund. Pursuant to California Government Code section 53646, the report will list the type of investments, name of issuer, maturity date, par and dollar amount of the investment. For the total Pooled Investment Fund, the report will list average maturity, the market value, and the pricing source. Additionally, the report will show any funds under the management of contracting parties, a statement of compliance to the Policy and a statement of the Pooled Investment Fund's ability to meet the expected expenditure requirements for the next six months.

Each quarter, the Director of Finance shall provide to the Board of Supervisors and interested parties a comprehensive report on the Pooled Investment Fund.

Annually, the Director of Finance shall provide to the Oversight Committee the Investment Policy. Additionally, the Director of Finance will render a copy of the Investment Policy to the legislative body of the local agencies that participate in the Pooled Investment Fund.

XI. Withdrawal Requests for Pooled Fund Investors

The Director of Finance will honor all requests to withdraw funds for normal cash flow purposes that are approved by the Director of Finance at a one dollar net asset value. Any requests to withdraw funds for purposes other than immediate cash flow needs, such as for external investing, are subject to the consent of the Director of Finance. In accordance with California Government Code Sections 27133(h) and 27136, such requests for withdrawals must first be made in writing to the Director of Finance. When evaluating a request to withdraw funds, the Director of Finance will take into account the effect of a withdrawal on the stability and predictability of the Pooled Investment Fund and the interests of other depositors. Any withdrawal for such purposes will be at the market value of the Pooled Investment Fund on the date of the withdrawal.

XII. Limits on Honoraria, Gifts, and Gratuities

In accordance with California Government Code Section 27133(d), this Policy establishes limits for the Director of Finance; individuals responsible for management of the portfolios; and members of the Investment Group and Review Group who direct individual investment decisions, select individual investment advisors and broker/dealers, and conduct day-to-day investment

trading activity. The limits also apply to members of the Oversight Committee. Any individual who receives an aggregate total of gifts, honoraria and gratuities in excess of \$50 in a calendar year from a broker/dealer, bank or service provider to the Pooled Investment Fund must report the gifts, dates and firms to the designated filing official and complete the appropriate State forms.

No individual may receive aggregate gifts, honoraria, and gratuities from any single source in a calendar year in excess of the amount specified in Section 18940.2(a) of Title 2, Division 6 of the California Code of Regulations. This limitation was \$470 for the period January 1, 2017, to December 31, 2018, and is adjusted for inflation every odd-numbered year. Any violation must be reported to the State Fair Political Practices Commission.

XIII. Terms and Conditions for Outside Investors

Outside investors may invest in the Pooled Investment Fund through California Government Code Section 53684. Their deposits are subject to the consent of the Director of Finance. The legislative body of the local agency must approve the Sacramento County Pooled Investment Fund as an authorized investment and execute a Memorandum of Understanding. Any withdrawal of these deposits must be made in writing 30 days in advance and will be paid based upon the market value of the Pooled Investment Fund. If the Director of Finance considers it appropriate, the deposits may be returned at any time to the local agency.

Appendix A

Comparison and Interpretation of Credit Ratings

Long Term Debt & Individual Bank Ratings				
Rating Interpretation	Moody's	S&P	Fitch	Fitch Viability Rating
<i>Best-quality grade</i>	Aaa	AAA	A:AA	aaa
<i>High-quality grade</i>	Aa1	AA+	AA+	aa+
	Aa2	AA	AA	aa
	Aa3	AA-	AA-	aa-
<i>Upper Medium Grade</i>	A1	A+	A+	a+
	A2	A	A	a
	A3	A-	A-	a-
<i>Medium Grade</i>	Baa1	BBB+	BBB+	bbb+
	Baa2	BBB	BBB	bbb
	Baa3	BBB-	BBB-	bbb-
<i>Speculative Grade</i>	Ba1	BB+	BB+	bb+
	Ba2	BB	BB	bb
	Ba3	BB-	BB-	bb-
<i>Low Grade</i>	B1	B+	B+	b+
	B2	B	B	b
	B3	B-	B-	b-
<i>Poor Grade to Default</i>	Caa	CCC+	CCC	ccc
<i>In Poor Standing</i>	-	CCC	-	
	-	CCC-	-	
<i>Highly Speculative Default</i>	Ca	CC	CC	cc
	C	-	-	c
<i>Default</i>	-	-	DDD	f
	-	-	DD	f
	-	D	D	f

Short Term / Municipal Note Investment Grade Ratings			
Rating Interpretation	Moody's	S&P	Fitch
<i>Superior Capacity</i>	MIG-1	SP-1+/SP-1	F1+/F1
<i>Strong Capacity</i>	MIG-2	SP-2	F2
<i>Acceptable Capacity</i>	MIG-3	SP-3	F3

Appendix A

Short Term / Commercial Paper Investment Grade Ratings

Rating Interpretation	Moody's	S&P	Fitch
<i>Superior Capacity</i>	P-1	A-1+/A-1	F1+/F1
<i>Strong Capacity</i>	P-2	A-2	F2
<i>Acceptable Capacity</i>	P-3	A-3	F3

Fitch Support Ratings

Rating	Interpretation
1	A bank for which there is an extremely high probability of external support. The potential provider of support is very highly rated in its own right and has a very high propensity to support the bank in question. This probability of support indicates a minimum Long-Term Rating floor of 'A-'.
2	A bank for which there is a high probability of external support. The potential provider of support is highly rated in its own right and has a high propensity to provide support to the bank in question. This probability of support indicates a minimum Long-Term Rating floor of 'BBB-'.
3	A bank for which there is a moderate probability of support because of uncertainties about the ability or propensity of the potential provider of support to do so. This probability of support indicates a minimum Long-Term Rating floor of 'BB-'.
4	A bank for which there is a limited probability of support because of significant uncertainties about the ability or propensity of any possible provider of support to do so. This probability of support indicates a minimum Long-Term Rating floor of 'B'.
5	A bank for which external support, although possible, cannot be relied upon. This may be due to a lack of propensity to provide support or to very weak financial ability to do so. This probability of support indicates a Long-Term Rating floor no higher than 'B-' and in many cases no floor at all.

Appendix A

Fitch Sovereign Risk Ratings	
<i>Rating</i>	<i>Interpretation</i>
AAA	Highest credit quality. 'AAA' ratings denote the lowest expectation of default risk. They are assigned only in cases of exceptionally strong capacity for payment of financial commitments. This capacity is highly unlikely to be adversely affected by foreseeable events.
AA	Very high credit quality. 'AA' ratings denote expectations of very low default risk. They indicate very strong capacity for payment of financial commitments. This capacity is not significantly vulnerable to foreseeable events.
A	High credit quality. 'A' ratings denote expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings.
BBB	Good credit quality. 'BBB' ratings indicate that expectations of default risk are currently low. The capacity for timely payment of financial commitments is considered adequate but adverse business or economic conditions are more likely to impair this capacity.
BB	Speculative. 'BB' ratings indicate an elevated vulnerability to default risk, particularly in the event of adverse changes in business or economic conditions over time.
B	Highly speculative. 'B' ratings indicate that material default risk is present, but a limited margin of safety remains. Financial commitments are currently being met; however, capacity for continued payment is vulnerable to deterioration in the business and economic environment.
CCC	High default risk. Default is a real possibility.
CC	Very high levels of credit risk. Default of some kind appears probable.
C	Exceptionally high levels of credit risk. Default appears imminent or inevitable.
D	<p>Default. Indicates a default. Default generally is defined as one of the following:</p> <ul style="list-style-type: none"> • Failure to make payment of principal and/or interest under the contractual terms of the rated obligation; • The bankruptcy filings, administration, receivership, liquidation or other winding-up or cessation of the business of an issuer/obligor; or • The coercive exchange of an obligation, where creditors were offered securities with diminished structural or economic terms compared with the existing obligation.

STAFF REPORT



DATE: 2-14-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVAL OF PROPOSAL FROM SCI CONSULTING TO PROVIDE CONSULTING SERVICES FOR UPDATING THE PARK IMPACT FEE NEXUS STUDY AND COMPLETING THE FIVE-YEAR FINDINGS REPORT.

RECOMMENDATION

Approve the proposal from SCI Consulting to provide consulting services for updating the Park Impact Fee Nexus Study and completing the five-year findings report.

SUMMARY

The Board of Directors adopted Resolution No. 10-07-422 approving the District's Park Impact Fee Nexus Study and Park Impact Fee Program on July 8, 2010 which included:

1. Approval of the Park Impact Fee Nexus Study, Revised Final Report July 2010 and the Revised Park Impact Fee Program
2. Approval of the Agreement in Principle between Eight Sacramento County Park Districts and the development community
3. Requesting that Sacramento County Board of Supervisors adopt and implement the revised park impact fee program on behalf of the District.

The County of Sacramento Board of Supervisors then held a public hearing and subsequently passed an ordinance establishing a park development fee for eight Sacramento County Park District's. This occurred after the eight district's, SCI Consulting Group, and the staff from the Sacramento County Infrastructure Finance Section worked closely with the North State Building Industry Association and area developers to establish and implement "reasonable" park impact fee programs for the "infill" park districts.

The District is now required to update the Park Impact Fee Nexus Study and complete a Five-Year Findings Report which is scheduled to be completed in 2019. The fee for the nexus study update and findings report will be charged to the Park Development Fee (3321) account. Please find attached the proposal from SCI consulting to complete the update and findings report.

RECOMMENDED MOTION

I move approval of the proposal from SCI Consulting to provide consulting services for updating the Park Impact Fee Nexus Study and completing the five-year findings report.

Thursday, January 3, 2019

Submitted via e-mail

greg@ovparks.com

Greg Foell, District Administrator
Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale, CA 95662

Re: Proposal for Park Impact Fee Nexus Study Update, Annual and Five-Year Findings Report for FY 2018-19, and Related Consulting Services

Dear Greg:

SCI Consulting Group ("SCI") is pleased to submit, for your review, this proposal to provide a Park Impact Fee Nexus Study Update ("Nexus Study") and an Annual and Five-Year Findings Report for FY 2018-19 for the Orangevale Recreation and Park District ("District"). We understand that the County of Sacramento ("County") is requiring an update to the District's park impact fee program established in 2010. We also understand that the District's second Five-Year Findings Report is due by December 2019.

The Nexus Study would establish the legal and policy basis for updating the District's park impact fee program. Specifically, the Nexus Study and the updated fee programs will comply with the substantive and procedural requirements of the Mitigation Fee Act ("Act") which are as follows:

- Identify the purpose of the fee.
- Identify the use to which the fee is to be put.
- Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed ("benefit relationship").
- Determine how there is a reasonable relationship between the need for the park and recreational facilities and the type of development project on which the fee is imposed ("impact relationship").
- Determine how there is a reasonable relationship between the amount of the fee and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed ("proportional relationship").

The Nexus Study will utilize a standards-based methodology to update the park impact fee. Under this method, the cost components are based on level of service ("LOS") standards and defined on a per capita basis. These costs are then applied to different land uses according to their respective average household density or employment density to establish a cost / fee per unit or per square foot of building area. The Nexus Study Update and updated fee program will abide by the terms of the Agreement in Principal

reached with the County, the North State Building Industry Association (“North State BIA”), and local developers adopted in 2010.

SCI has the proven ability to develop the most appropriate and properly justified park impact fees for the District. We also have a proven track record in establishing development impact fee programs for multiple agencies as part of a consolidated effort.

- Sacramento County Recreation and Park Districts (“RPD”) (2010) – Arcade Creek RPD, Carmichael RPD, Fair Oaks RPD, Mission Oaks RPD, North Highlands RPD, Orangevale RPD, Rio Linda Elverta RPD, Sunrise RPD
- Solano County Fire Protection Districts (2014) – Cordelia FPD, Dixon FPD, Suisun FPD, Vacaville FPD
- El Dorado County Fire Protection Districts (2015) – Cameron Park FD, Diamond-Springs El Dorado FPD, El Dorado County FPD, El Dorado Hills FD, Georgetown FPD, Lake Valley FPD, Pioneer FPD, Rescue FPD; Mosquito FPD; Garden Valley FPD
- Amador County Parks 2016 – Amador City, Amador County, City of Jackson, City of Ione, City of Pioneer, City of Plymouth

The Annual and Five-Year Findings Report for FY 2018-19 would provide the information and findings required by the Act. An audit of the District’s park impact fee expenditures since inception will be included in this effort.

Our approach to the Nexus Study and the Annual and Five-Year Findings Report would be based on a close interaction and coordination of the project with District staff, County staff, and other key stakeholders. If selected, SCI would provide comprehensive services in a manner that limits the time and resources of District staff. We do not have any work commitments that would interfere with their responsiveness and ability to complete the projects within a reasonable timeframe.

PROPOSED WORK PLAN AND APPROACH

Based on our current understanding of the projects and the technical analysis and services needed by the District, we propose the following scope of work and approach:

Task 1: Initial Research and Planning. SCI will first coordinate a project kick-off conference call to discuss the process of gathering all the available data and cost estimates needed for the project. SCI will review the County’s General Plan, the District’s Park and Recreation Master Plan, the current park impact fee program, the authorizing County ordinance, and other technical studies and plans related to the District’s funding of park and recreational facilities. SCI will then coordinate a project kick-off meeting with the District and County staff to discuss the goals and objectives, proposed methodologies, and approaches, and develop a detailed timeline, task list, and deliverables for the project.

Task 2: Impact Analysis and Fee Determination. Following the strategy and utilizing the gathered data and cost estimates, SCI will determine the maximum park impact fees to fund new development’s fair allocation of the proposed park and recreational facilities. SCI, the District, and the County will need to maintain a productive dialogue throughout this process to ensure cost allocation methodologies are appropriate and comply with the requirements of the Act. Upon completion of the initial cost allocation

and fee determination, SCI will review the technical analysis, key findings and recommendations with District and County staff and make any adjustments as necessary.

Task 3: Nexus Study Report. SCI will then prepare a draft Nexus Study Report for administrative review and comment. The Nexus Study will include a summary of fee methodologies, approach, and findings along with technical analysis and documentation to support the updated fees. The Nexus Study will also provide the required findings to demonstrate compliance with nexus requirements of the Act. Additionally, the Nexus Study will summarize the adoption, accounting and reporting requirements of the Act for implementation and annual administration of the updated fee programs. A comparison of the current and updated fees to those of neighboring jurisdictions will also be provided. After review of the Administrative Draft Report, SCI will provide a Public Review Draft of the Nexus Study according to one set of consolidated comments from the District and County staff.

Task 4: Stakeholder Outreach. SCI will present the Public Review Draft and the updated fee program before the County Board of Supervisors, the North State Building Industry Association, area developers, and other key stakeholders, as necessary. The purpose of these stakeholder outreach meetings is to educate the stakeholders on the purpose and details of the updated fee program and solicit their input and support. A PowerPoint presentation will be prepared for each meeting to succinctly present the District's plans, an overview of key findings and recommendations, and the updated fee schedule.

Task 5: Nexus Study Final Report and Approval by District Board. After incorporating input from the various stakeholders, SCI will make any necessary changes based on one set of consolidated comments from the District and the County and provide a Nexus Study Final Report. SCI will also review and present the Nexus Study and updated fee program before the District Board and the public for approval. SCI will also make any revisions to the Nexus Study Final Report, if any, requested by the District Board. SCI will also provide the District with a draft resolution, notice of public hearing, and submittal report for the approval of the updated fee program.

Task 6: Adoption by Board of Supervisors. Upon approval of the updated fee program by the District Board, SCI will also review and present the Nexus Study and updated fee program before County staff, County Counsel and eventually the County Board of Supervisors and public for adoption.

Task 7: Annual and Five-Year Findings Report. SCI shall prepare an Annual Report and Five-Year Report for FY 2019-20 for the District's park impact fee program which satisfies the requirements of the Mitigation Fee Act (Government Code Section 66000 et seq.). SCI shall also prepare a draft resolution and notice of public hearing for adoption of the Report.

DISTRICT RESOURCES

SCI will carry out all tasks specified in the Work Plan and any other related services, as appropriate, for the preparation of the Nexus Study, preparation of the Annual Report and Five-Year Report, and adoption of the updated fee program. The District would be responsible for the following:

- Meet or participate in video conference calls periodically with SCI as needed.
- Provide information and documentation regarding the District's capital improvement plan, park and recreation master plan, park inventory, park impact fee expenditures since inception, fee revenue and expenditures for FY 2018-19, and additional data as requested.

- Assist with the review of the Nexus Study, the Annual and Five-Year Findings Report, and other information presented and prepared by SCI.
- Assist with planning, review, and coordination of action items.

TIMELINE

We anticipate that preparation of the Public Review Nexus Study and stakeholder outreach meetings would take approximately 6 months. The timeline will in part depend upon the availability of the required data and cost estimates and level of stakeholder outreach. District Board approval of the fee program could occur the following month or subsequent month, depending upon the District's Board meeting calendar and ability to satisfying the noticing requirements. The final adoption by the County Board of Supervisors could occur 2 months later. As required by law, the updated park impact fee could become effective 60 days after adoption.

Tentative timelines for the preparation, review, District Board approval, and County Board adoption of the Nexus Study, updated fee program, and the Annual and Five-Year Findings Report is provided in Appendix A and B to this proposal. Note that the timelines can and will likely be adjusted to meet the requirements of the District and County that may arise during initial meetings.

FEE SCHEDULE / MANNER OF PAYMENT

Compensation for **Tasks 1, 2, 3 and 5 services** shall be fixed fee of \$9,500 and include one (1) in-person meeting with the District and two (2) meetings with the County, the District, and other participating RPDs. Additional in-person meetings or out-of-scope services shall be billed at the hourly billing rate of \$185. Payments shall be due and payable upon submission of an invoice upon the completion of each task. Incidental costs incurred by SCI for the purchase of property or statistical data, publication of legal notices, travel, and other out-of-pocket expenses incurred shall be reimbursed by the District at the actual cost.

Compensation for **Task 4 services and Task 6 services** shall be billed proportionately on a time and materials basis among all participating RPDs represented by SCI at the hourly billing rate of \$185, with compensation not to exceed \$1,500 without prior authorization from the District. Incidental costs incurred by SCI for travel and other out-of-pocket expenses incurred in performing Task 4 services and Task 6 services shall be reimbursed by the District for their proportionate share of the actual cost.

Compensation for **Task 7 services** shall be fixed fee of \$2,500. In-person meetings shall be billed at the hourly billing rate of \$185. Payments shall be due and payable upon submission of an invoice upon completion of the draft report. Incidental costs incurred by SCI for publication of legal notices, travel and other out-of-pocket expenses incurred shall be reimbursed by the District at the actual cost.

Note that all costs associated this Work Plan may be funding by current park impact fee proceeds.

ABOUT SCI CONSULTING GROUP

Established in 1985, **SCI Consulting Group** is a recognized public finance consulting firm with leading expertise in assisting California public agencies with local funding of public services and improvements. We also possess industry-leading expertise with the important legal and procedural requirements for establishing development impact fee programs, Community Facilities Districts, Benefit Assessment Districts, and other local financing mechanisms. SCI has prepared over 120 development impact fee nexus studies and facility financing plans. SCI has also formed and annually administers over 900 special taxes, assessments, and fees for over 150 public agencies throughout the State.

This expertise and experience will ensure that the District's goals and objectives are met successfully, collaboratively, on schedule and on budget.

PROJECT TEAM

If selected, I would serve as the project manager and principal-in-charge. Melanie Lee, Senior Consultant would also be involved with the technical analysis and preparation of the Nexus Study. The two of us do not have any work commitments that would interfere with our responsiveness and ability to complete the project within a reasonable timeframe.

I specialize in the areas of developer mitigation, Mello-Roos formations, development impact fees, and other new revenue mechanisms to offset the need for new or increased services and public facilities to serve new development. With over 17 years of experience in public finance and developer mitigation, I have developed extensive expertise in assisting public agencies in addressing of the financial impact of new development. I have prepared over 75 development impact nexus studies and public facility financing plans.

I graduated from Boise State University with a B.A. in Economics with an emphasis in public finance. I am also a frequent presenter on impact fee programs at annual conferences and area workshops held by the CSDA, CPRS, CARPD, FDAC and CSMFO. In 2012, I was invited to speak at the annual conference of the California Association of Recreation and Park Districts on strategies for successfully establishing impact fee programs. I am a commercial associate member of the California Society of Municipal Finance Officers, member of the CSDA Legislative Committee, and former Parks and Recreation Commissioner (Community Resources) for the City of Fairfield.

If you have any questions or require additional information, please do not hesitate to contact me. I can be reached at 707-430-4300 ext. 113 or via email at blair.aas@sci-cg.com. We look forward to the possibility of assisting the District with this important project and stand ready to proceed.

Sincerely,



Blair E. Aas
Director of Planning Services

cc: Melanie Lee, SCI Consulting Group

APPENDIX A - TENTATIVE NEXUS STUDY UPDATE SCHEDULE

APPROXIMATE DATE	TASK TO BE COMPLETED	RESPONSIBLE
January / February 2019	Approval of agreement for preparation of the Nexus Study and Annual and Five-Year Findings Report for FY 2018-19	District / SCI
Late January - Early February 2019	District to provide SCI with required information from District, discuss methodology and approach to the fee program update	District / SCI
TBD	Project meeting with County and Districts	Districts / SCI / County
Early April 2019	Administrative Review Draft made available for two-week review by the District and County	SCI
End of May 2019	Public Review Draft made available for two-month review by stakeholders	District / SCI
June / July 2019	Stakeholder Outreach	District / SCI / County
End of July 2019	Publish the notice of the time and place of meeting, including a general explanation of the matter to be considered 10 days prior to meeting <i>Govt. Code § 66018(a), Govt. Code § 6062(a)</i>	District
August 2019 District Board Meeting	Presentation to District Board and public on the Nexus Study and updated park impact fee program. District Board adoption of resolution approving updated park impact fee and requesting the Sacramento Board of Supervisors adopt the fee program on behalf of the District	SCI District Board
October 2019 Board of Supervisors Meeting	Adoption of the updated fee program by Sacramento County Board of Supervisors on behalf of the District	BOS
January 2020	Park impact fees become effective 60 days after adoption. <i>Govt. Code § 66017(a)</i>	District / County Building Department

* Note that the timeline can and will likely be adjusted to meet the requirements of the District and County that may arise during initial meetings.

APPENDIX B - TENTATIVE SCHEDULE FOR ANNUAL AND FIVE-YEAR FINDINGS REPORT

APPROXIMATE DATE	TASK TO BE COMPLETED	RESPONSIBLE
January / February 2019	Approval of agreement for preparation of the Nexus Study and Annual and Five-Year Findings Report for FY 2018-19	District / SCI
May - July 2019	Audit of park impact fee expenditures since inception	SCI / District
Early July 2019 (Fiscal Year Ending 2018-19)	District and County to provide SCI with required information for preparation of the Annual and Five-Year Findings Report for FY 2018-19	District / County
Mid-August 2019	Administrative Review Draft of the Annual and Five-Year Findings Report for FY 2018-19 made available for three-week review by District and County	SCI
Mid-August 2019 – Early September 2019	Three-week review of Administrative Review Draft of the Annual and Five-Year Findings Report for FY 2018-19 by District and County	District / County
Late September 2019	Annual and Five-Year Findings Report for FY 2018-19 completed	SCI
October 2019 District Board Meeting	District Board adoption of resolution approving Annual and Five-Year Findings Report for FY 2018-19	District Board
December 2019 Board of Supervisors Meeting	Adoption of the Annual and Five-Year Findings Report by Sacramento County Board of Supervisors on behalf of the District	BOS

* Note that the timeline can and will likely be adjusted to meet the requirements of the District and County that may arise during initial meetings.

STAFF REPORT



DATE: 2-14-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: PRESENTATION BY BLAIR AAS FROM SCI CONSULTING GROUP REGARDING FINANCING METHODS FOR DISTRICT CAPITAL PROJECTS

RECOMMENDATION

None.

BACKGROUND

The District has completed master plans for the developed parks in the District and is now researching options for financing capital projects identified in the park master plans. At the January 10, 2019 meeting Isom Advisors made a presentation on General Obligation Bonds as one option. On January 31, 2019, the Board held a special meeting and discussed other options to finance projects including municipal financing, assessments, and special taxes. The Board requested to meet with SCI Consulting Group to discuss other special tax options available to the District. Blair Aas from SCI Consulting Group will present these various options and the services they provide public agencies.

RECOMMENDED MOTION

None.