

**ORANGEVALE RECREATION & PARK DISTRICT
BOARD OF DIRECTORS MEETING
THURSDAY, NOVEMBER 9, 2017
6:30 p.m.**

**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 September 14, 2017 meeting (pg 1-6)

7. CORRESPONDENCE

a. Confidential envelope – Attorney billing August 2017

b. Letter from Terry Benedict dated September 26, 2017 (1), and response from the District Administrator (pg 7-8)

c. Letter from Terry Benedict dated October 18, 2017 (1), and response from the District Administrator (pg 9-10)

d. Letter from Gay Jones to the Board of Directors (pg 11)

e. Selection of Sacramento Local Agency Formation Commission (LAFCo) Special District Commissioner and Alternate Special District Commissioner (pg 12-33)

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 September 2017 (pg 34-35)

b. Budget Status Report for September 2017 (pg 36-38)

c. Revenue Report for September 2017 (pg 39)

8.2 OLLAD CONSENT MATTERS

a. Ratification of Claims for September 2017 (pg 40-41)

b. Budget Status Report for September 2017 (pg 42-43)

8.3 KENNETH GROVE CONSENT MATTERS

- a. Ratification of Claims for September 2017 (pg 44)
- b. Budget Status Report for September 2017. (pg 45)

9. STANDING COMMITTEE REPORTS

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

10. ADMINISTRATOR'S REPORT

- a. Monthly Activity Report – September 2017 (pg 46-49)
- b. Monthly Activity Report – October 2017 (pg 50-53)
- c. Report on Park Bond (verbal)
- d. Information on Cell Tower Contract Extensions (verbal)
- e. Update on Electric Greenway Grant Funding (verbal)
- f. Holiday Closure of Orangevale Community Center – Dec. 23 – Jan. 2 (verbal)
- g. Update on Heathercross Way Development Project (next to Kenneth Grove) (verbal)

11. UNFINISHED BUSINESS

12. NEW BUSINESS

- a. Approval of Agreement for Exchange of Real Property to Effectuate a Boundary Line Adjustment and Resolution 17-11-589 Authorizing Property Exchange between Orangevale Recreation & Park District at 6550 Filbert Avenue/Orangevale Sports Field and Green Oaks Fundamental School/Orangevale Community Park (pg 54-94)
- b. Denial of Claim (to Start the Statute of Limitations) by Rachael Chenoweth against Orangevale Recreation & Park District (pg 95-100)
- c. Approval of Agreement with MTW Landscape Architects to Provide Master Plan Services for Orangevale Community Park in the Amount of \$38,515 (pg 101-113)
- d. Approval to Purchase a Gopher Eradication System in the Amount of \$6,989.77 (pg 114-115)
- e. Approval of Request from the Shady Oaks Disc Golf Club to Sell 20 Existing Baskets and Purchase 20 New Baskets for the Disc Golf Course (pg 116)
- f. Approval of the Agreement with the Chamber of Commerce to hold the Pow Wow Days Event in Orangevale Community Park from May 31 – June 3, 2018 (pg 117-131)

13. DIRECTOR'S AND STAFF'S COMMENTS

14. ITEMS FOR NEXT AGENDA

15. CLOSED SESSION

- a. Closed Session pursuant to Government Code Section 54957
Public Employee Performance Evaluation: District Administrator

16. **RESUME PUBLIC SESSION & ANNOUNCE ACTIONS FROM CLOSED SESSION**

17. **ADJOURNMENT**

NOTICE:

As presiding officer, the Chair has the authority to preserve order at all Board of Directors meetings, to remove or cause the removal of any person from any such meeting for disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening or personally abusive while addressing said Board, and to enforce the rules of the Board.

People with disabilities may request accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for accommodations must be made with 72 hours prior notice. If you require accommodations, please contact the Orangevale Recreation & Park District main office at (916) 988-4373.

Directors can be reached at: director@ovparks.com

Manie Meraz

Mike Stickney

Sharon Brunberg

Lisa Montes

Erica Swenson

ORANGEVALE RECREATION & PARK DISTRICT

Minutes of Meeting of Board of Directors September 14, 2017

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on Thursday, September 14, 2017 at the District Office. Director Stickney called the meeting to order at 6:36 p.m.

Directors present: Meraz, Brunberg, Stickney, Swenson, Montes
Staff present: Greg Foell, District Administrator
Jennifer Von Aesch, Finance/HR Manager
Jason Bain, Recreation Supervisor
Melyssa Woodford, Administrative Services Supervisor

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was conducted.
4. **APPROVAL OF AGENDA**
MOTION #1 On a motion by Director Montes, seconded by Director Brunberg, the agenda was approved 5-0-0 with Directors Meraz, Brunberg, Stickney, Swenson, and Montes voting Aye. There were no Abstentions or Nays.
5. **PUBLIC DISCUSSION** There was no public discussion.
6. **MINUTES**
MOTION #2
 - a) Approval of Minutes of August 17, 2017 Meeting (pg 1-7): On a motion by Director Montes, seconded by Director Meraz, the minutes were approved 4-0-1 with Directors Meraz, Brunberg, and Swenson voting Aye. Director Montes abstained. There were no Nays.
7. **CORRESPONDENCE**
 - a) Letters from Terry Benedict dated July 18 (2), July 19 (5), July 20 (1), July 21 (5), July 25 (3), July 26 (6), August 28 (1), August 29 (4), and August 31 (2), and Response from the District Administrator (pg 8-45): Admin. Foell responded to each of Mr. Benedict's 29 letters. He gave the Board members the option to pull items from the letters for further discussion at future meetings, however the Board chose to agree with and approve of Admin. Foell's response.
 - b) Letter from Terry Benedict Requesting the District "Cure and Correct", and Response from the District Administrator (pg 46-48): This letter was in regard to the August 2017 Board meeting being held on the third Thursday of the month. Mr. Benedict questioned this scheduling because it was not agendaized at a previous meeting. Admin. Foell noted that this meeting date was discussed and advertised in the newspaper. Admin. Foell offered

to have Mr. Benedict respond if he felt there was a violation of the Brown Act committed; the District has yet to receive another response from Mr. Benedict.

8. CONSENT CALENDAR

No consent matters were discussed.

MOTION #3

On a motion by Director Montes, seconded by Director Stickney, the consent calendar was approved 5-0-0 with Directors Meraz, Brunberg, Stickney, Swenson, and Montes voting Aye. There were no Abstentions or Nays.

8.1 CONSENT MATTERS GENERAL FUND

- a) Ratification of Claims for August 2017 (pg 49-50)
- b) Budget Status Report for August 2017 (pg 51-53)
- c) Revenue Report for August 2017 (pg 54)

8.2. OLLAD CONSENT MATTERS

- a) Ratification of Claims for August 2017 (pg 55-57)
- b) Budget Status Report for August 2017 (pg 58-59)

8.3. KENNETH GROVE CONSENT MATTERS

- a) Ratification of Claims for August 2017 (pg 60)
- b) Budget Status Report for August 2017 (pg 61)

9. STANDING COMMITTEE REPORTS

- a) Administration and Finance: No report.
- b) Maintenance and Operation: No report.
- c) Recreation Committee: No report.
- d) Personnel & Policy: No report.
- e) Government: No report.
- f) Planning Committee: No report.
- g) Trails Committee: No report.

10. ADMINISTRATOR'S REPORT

- a) Monthly Activity Report – August 2017 (pg 62-65): Admin. Foell updated the Board on the three ongoing projects. For the pathway at Oak and Filbert, staff is looking into possibly utilizing the warranty because of hairline cracks in the concrete. It was doubtful the cracks would become worse, so the District was researching their options. The Almond shade structure project was complete and looked very nice. The dog park was also complete, and the maintenance period was almost finished. The District was deciding if a drain line should be installed at the bottom of the hill due to the wetness and potential for standing water in the area during winter rains. Supervisor Bain said the recreation classes were getting filled up, and middle school sports were also busy. Supervisor Woodford reported that the District brought back a yoga program for the fall, as well as a new, kids ninja class, youth aerial silks program, adult cardio kickboxing, and ballroom dancing. Trunk or

Treat was occurring on October 20. Admin. Foell noted that the park staff was busy this month with numerous completed tasks, many involving irrigation related projects. Director Stickney commented that the parks were looking nice. A lot of work has been at Coleman to repair the water main line issues.

- b) Update on Electric Greenway Grant Funding (verbal): Citrus Heights was awarded \$5.6 million to complete this project. In addition to the Electric Greenway Trail Project, the Sunrise Golf Course Development project is in the planning stages. The golf course has closed and the land is being converted into a housing development project. A pathway and creek will meander throughout the neighborhood, and connect to Sunrise Avenue. The trail will then connect to the Electric Greenway Trail which continues along the electric corridor from Sunrise to Wachtel. The area from the Escallonia properties to Streng is owned by OVparks. The District will be working with the County of Sacramento and City of Citrus Heights to secure the right of way along the corridor. Admin. Foell will provide a map of the trail project to the Board. He also informed the Board that he was attending the California Special Districts Association (CSDA) conference the following week.
- c) Holiday Closure of Orangevale Community Center – Dec 22-Jan 5 (verbal): The community center and office closes at this time every year, which was also when the San Juan School District closes, in order to save on utilities and have time to refinish the floors. Some staff members will be working during the break due to ongoing projects. Director Stickney recommended reopening the center on January 3rd. Staff will report back to the Board.

11. UNFINISHED BUSINESS

- a) Update on the Land Exchange with San Juan Unified School District (verbal): Admin. Foell stated that the item should be on the agenda for approval within a month or two.
- b) Update on the Search for a Site for the Orangevale Public Library (verbal): Michael Turner, the head of the real estate division at the County of Sacramento, passed away suddenly. He was the person at the County who was working with the District to push this project further. Dennis Gish, an associate architect, has evaluated the Regency Baptist Church site and is working on finalizing his findings. After the findings are presented to the County, the District will learn the results. Admin. Foell felt this site would be great for a library but reminded the Board that it was still in the preliminary stages, especially since the church still needs to make plans to relocate.

12. NEW BUSINESS

- a) Presentation of Completed Eagle Scout Project by Caleb “Moose” Judd – Pecan Park Trail Project (presentation): Mr. Judd completed a pathway around Pecan Dog Park. He heard about this project and contacted the contractor who worked on the park, Mr.

Merrill. He received good prices on the materials, spending \$1,200 in total. The project was completed over two Saturdays with 18 volunteers and 97.5 hours of man hours. He presented some pictures of the project via a slideshow. Admin. Foell noted that they used a finer gravel that they compacted down so it made it easy to walk on it. Mr. Judd said he enjoyed delegating responsibilities during the project. Director Montes expressed her appreciation that he completed this project.

MOTION #4

- b) Approval of Resolution 17-08-588, Commending Caleb Judd for his Eagle Scout Project Constructing a Pathway at Pecan Park (handout): Admin. Foell read the motion to commend Mr. Judd on his Eagle Scout project. Director Meraz motioned to approve this resolution, which was seconded by Director Stickney. The resolution was approved 5-0-0 with Directors Meraz, Brunberg, Stickney, Swenson, and Montes voting Aye. There were no Abstentions or Nays. The Resolution was then presented to Mr. Judd.

MOTION #5

- c) Preliminary Discussion on Pay to Play at the Disc Golf Course (presentation – pg 66-78): The disc golf course had been in operation since approximately 1985 and was a great asset to the District. Staff is considering ways to gain more resources in order to make some much-needed improvements and provide additional maintenance. He noted the issues of smoking and alcohol consumption on the course continue but have improved, mainly due to the park police patrols, but additional resources for security would be helpful. Sacramento currently has several disc golf courses but no pay to play courses. There are pay to play courses in other areas of California, such as in San Diego and Los Angeles and numerous examples in the Midwest and on the east coast. Administrator Foell made a presentation outlining what the District would need to address if Pay to Play is considered. The draft report proposed the fees to be at \$4 per person day rate and \$50 resident/100 non-resident yearly passes. Director Stickney felt the rate should be raised, and possibly charge every six months instead. Director Montes felt these rates may discourage people from bringing children with them. Maintenance and capital improvement projects discussed were tree planting and care, expanding the parking lot, walking paths, new steps, adding a warm up area, renovating the putting area, adding a drinking fountain, bathroom upgrade, lighting/power added in the gazebo, new baskets, new score cards, new signage, and renovate the walking bridges and tennis courts. Regarding security, additional FEC police hours would be possible. Pay to play could result in less play due to a negative public reaction, possibly more play before or after hours, and increased hours for Final 9 Sports and District employees. A provisional agreement for the split of daily revenues would be 60% for Final 9 and 40% for OV Parks and a 50/50 split for yearly passes. Yearly passes would be sold at the District office, and a photo card processor would need to be

purchased. Ideas for how to use the revenues would be determined on a yearly basis and would involve a public hearing and discussion. Director Brunberg felt a public hearing was unnecessary. A comment was made as to why disc golf would be pay to play and not activities such as tennis. Admin. Foell explained that the disc golf course was very intensive on the District and resources were needed to manage the course, which pay to play would help cover. He noted that audit and oversight would be critical during the first couple of years. The Board direction requested from staff included, 1) to not pursue this idea any further, or 2) establish an ad hoc committee to finalize a plan to bring to the public and Board of Directors for further discussion and decision. Director Montes was indecisive at the moment but would like more information about other pay to play courses. She insisted on public discussion and transparency with the public as this proposal moves forward. Director Stickney noted that the disc golf course was very busy and additional resources were needed in order to continue managing the course. Director Brunberg motioned that the Board form an ad hoc committee to further discuss the possibility of a pay to play disc golf course. Director Meraz seconded the motion and it was approved 5-0-0 with Directors Meraz, Brunberg, Stickney, Swenson, and Montes voting Aye. There were no Abstentions or Nays. Director Montes and Meraz volunteered to be on the ad hoc committee.

MOTION #6

- d) Approval for Tree Planting (30 Trees) Scheduled for Orangevale Community Park Disc Golf Area – October 14th (verbal): Admin. Foell was proposing planting 30 trees in the disc golf course area, six trees at the Kidz Korner Preschool, and three trees near the Youth Center entrance. He estimated it would cost \$3-5,000 for a watering system and trailer. Director Stickney also recommended adding more plants at the Filbert and Oak area of Orangevale Community Park. Director Stickney motioned to approve the tree planting. Director Montes seconded the motion and it was approved 5-0-0 with Directors Meraz, Brunberg, Stickney, Swenson, and Montes voting Aye. There were no Abstentions or Nays. Admin. Foell noted that they will utilize volunteer labor to reduce costs.

MOTION #7

- e) Discussion Regarding the County of Sacramento Hazel Avenue Sidewalk Improvement Project (pg 79-82): The County has received grant money to put in sidewalks on the east side of Hazel from Central to Elm, bike lanes on both sides of Hazel, and adding a bus stop on the west side of Hazel in front of the Youth Center Park. Admin. Foell recommended to the County that the sidewalk continue from where it currently ends and be extended through the proposed library property, and connect with the sidewalk in front of the Regency Baptist Church property. Currently there is no funding for this addition. The County was also proposing to install a pedestrian light crossing Hazel. The Board discussed the proposed playground and what impact it would have with these

County improvements. Director Montes motioned to have the District Administrator write a letter to the County saying it was a minimus impact for the park, to include a note that the Board proposes that the sidewalk continue as discussed above. Director Stickney seconded the motion and it was approved 5-0-0 with Directors Meraz, Brunberg, Stickney, Swenson, and Montes voting Aye. There were no Abstentions or Nays.

13. DIRECTOR AND STAFF COMMENTS

Supervisor Bain reminded the Board of the rummage sale coming up the following weekend.

Ms. Von Aesch said everything was going well. She was working on a presentation to discuss open enrollment for health benefits. She was also looking forward to the audit in November.

Director Montes thanked the staff for doing a great job. She encouraged the public to attend the monthly Board meetings.

Director Swenson said she enjoyed spending time at the parks.

Director Stickney thought the staff was doing well on turning around the turf areas.

Director Meraz discussed upcoming Senate bills, including one that would reduce the amount of per capita grant money the District may receive in a proposed park bond. Admin. Foell sent a note to the local senator to provide more information on how this would impact the District.

14. ITEMS FOR NEXT AGENDA

None discussed.

**15. ADJOURNMENT
MOTION #8**

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 8:34 p.m. On a motion by Director Brunberg, seconded by Director Stickney, the motion was approved 5-0-0 with Directors Meraz, Brunberg, Stickney, Swenson, and Montes voting Aye. There were no Abstentions or Nays.

Mike Stickney, Chairperson

Terry Benedict
9365 Central Avenue
Orangevale CA 95662

To: Orangevale Recreation and Park District Board of Director's, Montes, Meraz, Stickney, Brunberg

CC: District Administrator

From: Terry Benedict

Date: September 26, 2017

Re: a July 11, 2013 public statement made by director Lisa Montes "we agreed not to do anything"

Director Michael Stickney

As stakeholders and voters of Orangevale Recreation and Park District, Orangevale residents deserve and have a right to know how their recreation and park district is being governed. It is my goal and my desire that Orangevale residents know.

Director Stickney: My question to you is this: During what 2013 regular Board of Directors meeting did you and other directors act by motion(s) and majority vote; agreed not to do anything?

Director Lisa Montes public statement "we agreed not to do anything" (Montes) was made during the July 11, 2013 Agenda Item; Directors and Staff Comments. When directors Montes, Stickney & Brunberg were discussing (3 minute discuss and debate) policy "unwritten policy" (Stickney) how they respond to Terry Benedict and his "typical 20 questions" (Stickney) letters.

Sincerely;


Terry Benedict

a 48 year Orangevale resident and a (3) three time candidate (2012, 14 & 16) for director

Please note; A copy of this letter and your written response may be sent to the Sacramento county grand Jury for their input

ORANGEVALE RECREATION AND PARK DISTRICT-6826 HAZEL AVENUE-ORANGEVALE CA 95662



11/2/17

Terry Benedict
9365 Central Avenue
Orangevale, CA 95662

Dear Mr. Benedict,

The District is in receipt of your letter dated September 26, 2017 regarding a statement made by Director Montes at a Board meeting on July 11, 2013. This is not a request for public records in that you have already received a copy of the minutes for that Board meeting. It is difficult to take an obscure statement made during a Board meeting over four years ago and explain its meaning. The minutes of the July 11, 2013 as approved by the Board is the official statement of the actions taken at that meeting. If you have a concern regarding the accuracy of meeting minutes, you have the opportunity to state those concerns at the meeting the official minutes are approved. The District is unable to provide further clarification from the information provided.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Greg A. Foell".

Greg A. Foell
District Administrator

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

Terry Benedict
9365 Central Avenue
Orangevale CA 95662

To: Orangevale Recreation and Park District Board of Director's, Montes, Meraz, Stickney, Brunberg
CC: District Administrator
From: Terry Benedict
Date: October 18, 2017
Re: a July 11, 2013 public statement made by director and chairman of the board Michael Stickney "We don't individually answer any questions from the public"

Director Michael Stickney

As stakeholders and voters of Orangevale Recreation and Park District, Orangevale residents deserve and have a right to know how their recreation and park district is being governed. It is my goal and my desire that Orangevale residents know.

Director Stickney: My question to you is this: During what (day, month & year) regular Board of Directors meeting did you and other directors act by motion(s) and majority vote; decide/agree to not individually answer any questions from the public?

Director Michal Stickney's public statement "We don't individually answer any questions from the public" (Stickney) was made during the July 11, 2013 Agenda Item; Directors and Staff Comments. When directors Montes, Stickney & Brunberg were discussing (3 minute discuss and debate) policy "unwritten policy" (Stickney) how they respond to Terry Benedict and his "typical 20 questions" (Stickney) letters.

Sincerely;



Terry Benedict

a 48 year Orangevale resident and a (3) three time candidate (2012, 14 & 16) for director

Please note; A copy of this letter and your written response may be sent to the Sacramento county grand Jury for their input

ORANGEVALE RECREATION AND PARK DISTRICT-6826 HAZEL AVENUE-ORANGEVALE CA 95662



11/2/17

Terry Benedict
9365 Central Avenue
Orangevale, CA 95662

Dear Mr. Benedict,

The District is in receipt of your letter dated October 18, 2017 regarding a statement made by Director Stickney at a Board meeting of July 11, 2013. This is not a request for public records in that you have already received a copy of the minutes for that Board meeting. It is difficult to take an obscure statement made during a Board meeting over four years ago and explain its meaning. The minutes of the July 11, 2013 as approved by the Board is the official statement of the actions taken at that meeting. If you have a concern regarding the accuracy of meeting minutes, you have the opportunity to state those concerns at the meeting the official minutes are approved. The District is unable to provide further clarification from the information provided.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads 'Greg A. Foell'.

Greg A. Foell
District Administrator

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

Fellow Special District Directors,

I respectfully request your vote to continue as Special District Commissioner, Seat # 7, on the Sacramento County Local Agency Formation Commission. There are several areas in which I wish to carry on the work.

The first is the Special District Advisory Committee. As a member since inception, I have continued to expand the voice of Special Districts at Sacramento LAFCO. Emphasizing the importance of Municipal Service Reviews, maintaining an open dialogue among Special Districts in our county, and discussing the impacts of proposed LAFCO applications upon Districts are very important to me.

The second is to continue to work closely with the California Special District Association(CSDA). A strong, professional and valuable relationship exists between us. It is very important to continue working together in areas of mutual concern to make Special Districts strong and successful.

Since 2006, I have served as a Board Member for the California Association of Local Agency Formation Commissions(CALAFCO). This work informs me on statewide issues that can carry many implications for LAFCOs. A recent example is participating in work with the Little Hoover Commission(LHC), the topics being Special Districts and LAFCOs. One recommendation is to make Strategic Growth Grants available to LAFCOs. CALAFCO can develop guidelines for these by working as conversation partners with the Office of Planning and Research, then working with the Budget Subcommittee as pertains to local government.

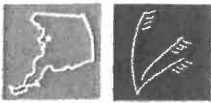
Thank you for your support. Please contact me with any questions or comments you may have.

Sincerely,

Gay Jones, Director
Sacramento Metropolitan Fire District

Special District Commissioner
Sacramento LAFCO.

916-208-0736



Sacramento

SACRAMENTO LOCAL AGENCY FORMATION COMMISSION
1112 I Street, Suite 100 • Sacramento, CA 95814 • (916) 874-6458 • Fax (916) 874-2939

DATE: September 21, 2017
TO: Special Districts' Selection Committee
FROM: Donald Lockhart, Executive Officer
RE: **Selection of Special District Commissioner and
Selection of Alternate Special District Commissioner
For the Sacramento Local Agency Formation Commission
Term of Office: January 1, 2018 to December 31, 2021**

Pursuant to the provisions of Section 56332 of the Government Code, the Executive Officer has determined that a meeting of the Special District Selection Committee for the purpose of selecting a Special District Commissioner [Office No. 7] and Alternate Special District Commissioner [Office No. 6 & 7] to serve on the Sacramento Local Agency Formation Commission is not feasible. Based on past experience, due to the size of the Special District Selection Committee, it has been difficult to establish a quorum. Therefore, the business of the Special District Selection Committee will be conducted in writing, as provided in the cited section code.

Please see the attached Ballot

Please select one candidate for Special District Commissioner.

AND

Please select one candidate for Alternate Special District Commissioner.

Please return the ballot to the LAFCo office no later than:

4:00 P.M. on WEDNESDAY, NOVEMBER 15, 2017 To be valid, selection of a candidate must be done by a majority vote of the governing board of an Independent Special District in an official meeting of that board and certified by the secretary or clerk of the board.

Any ballot received after the date specified above shall not be valid. The candidate who receives the most votes will be determined the winner outright. In the event of a tie, there will be a run-off selection held in the same format as the initial selection. The LAFCo Executive Officer will announce the results of the selection within seven days of the specified date.

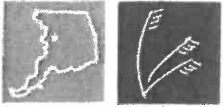
If you have questions regarding selection procedures, please contact the Sacramento LAFCo Commission Clerk, Diane Thorpe, at (916) 874-6458.

Return:

**Sacramento LAFCo
1112 "I" Street; Suite 100
Sacramento, CA 95814**

or e-mail:

Diane.Thorpe@SacLAFCo.org



Sacramento

Ballot

LAFCo Special District Commissioner & Alternate

Commissioner & Alternate Commissioner terms are 4 years

Please select one candidate from each column

Ballot A

Commissioner - Office No. 7

Please select **ONE** candidate **BELOW**

Senica Gonzalez
Arcade Creek Recreation & Park District

Gay Jones (Incumbent)
Sacramento Metropolitan Fire District

Michael Yearwood
Cordova Recreation & Park District

Ballot B

Alternate Commissioner - Office No. 6 & 7

Please select **ONE** candidate **BELOW**

Orlando Fuentes
Cosumnes Community Services District

Senica Gonzalez
Arcade Creek Recreation & Park District

Paul Green Jr. (Incumbent)
Rio Linda/Elverta Community Water District

Delinda Tamagni
Fair Oaks Recreation & Park District

Michael Yearwood
Cordova Recreation & Park District

Ballot must be received by **4:00 pm on Wednesday November 15, 2017**

Special Districts must return the ballots to LAFCo by the date specified above. Any ballot received after the specified date shall not be valid. *The information below must be complete*

The candidate who receives the most votes will be determined the winner outright.

The LAFCo Executive Officer will announce the results of the election within seven days of the specified date.

Name of Special District

Street Address

Date of Meeting

District Phone Number

Signature of Secretary or Clerk of the Board

Phone Number

Print Name

E-mail Address

Senica Gonzalez

2017-08-18



4950 Hackberry Lane #52, Sacramento, CA 95841 USA
US: 1-916-633-4366 International Skype: allebrum / 916-473-1230
senica@allebrum.com

OBJECTIVES

Create software and web applications that are intuitive for the end-user and that are a joy to use. Create software and web applications that allow businesses to run more efficiently and allow business firms to more easily interact, give update reports, and financials to investors and business partners. Work in a stable environment that allows for creative freedom and is open to new ideas. Lead development team and engineer solutions to common problems. Take existing infrastructures and build upon them and improve workflow. Be progressive thinking while not sacrificing maintainability and stability for the sake of the "latest and greatest."

EXPERIENCE

Vice-Chair / Arcade Creek Parks and Recreation District
2017 - Present Sacramento, California, USA

Co-Founder / Investor / Harmony Legal
2017 - Present Sacramento, California, USA

- Build Legal Application for streamlining the legal process; proper case-handling; constant client communication; government form integration
- Neo4j Graph Database; Built on NodeJS

Partner / Sole Developer / Hoppa.io (alpha, in development)
2016 - Present Sacramento, California, USA

- Partnership to develop decision tree model that addresses missing, advanced features from existing platforms.
- RESTFUL server using NODEJS.

- Postgres for relations; Solr for indexing and full-text search;
- PM2 for deployment

Owner / Chief Engineer | Allebrum, LLC

2010 - Present *Sacramento, California, USA*

- Engineer and Develop content management system from ground up to make website build for programmers easier.
- Partner with CaliCode Factory to program backend of projects for them.
- Work with developers from other companies to bring projects to fulfillment.
- Coordinate with teams across international borders and various time zones for projects.
- Take ideas from other companies and turn them into working prototypes and develop them into full working products.
- Sales, bookkeeping, invoices, and time records.
- Implement agile system of work for greater profitability and overall greater customer satisfaction.
- Manage teams in other countries for outsourced projects.

Chief Engineer | Guest Innovations, INC (formerly Dinnerwire)

2013 - 2015 *Sacramento, California, USA*

- Build feature list and product requirements from ground up.
- Develop user experience and front-end using Javascript for the product Rezku (rezku.com) and various company sites.
- Implement cutting-edge features only available to the Chrome Canary branch while developing Rezku.
- Implement complete touch user experience.
- Learn the restaurant industry and restaurant management to fulfill a user's needs while developing Rezku. Product research.
- Oversee and work with team in the development of Rezku, various company websites, and backend servers.

- Work and setup trade-shows in an effort to learn more about customer needs.
- Consult with company in product launch.
- Help build development team for company.

Senior Programming Engineer / Developer | Chesapeake Smart Homes
2007 – 2010 Annapolis, Maryland, USA

- Project management for multi-million dollar projects.
- Senior programming engineer and lead developer for projects ranging between .5 to 2.1 million dollars.
- Up-selling clients on product and features that would be useful to them.
- Detailed troubleshooting and quality assurance for projects done prior to my employment. Critical and strategic debugging.
- Advanced troubleshooting and technical analysis.
- Advanced computer and network support.
- Design and implementation of website between scheduled tasks.
- Introduction and Implementation of a SVN Repository for all client projects giving revision history and global access to all employees and outside subcontractors with project permissions. Quality control standards implementation.

Senior Programming Engineer / Developer / Designer | JMA Enterprises
2004 – 2007 Morehead City, North Carolina, USA

- Implemented working network for company designers and communication with project managers.
- Implemented Point of Sale system for sales
- Expertise allowed for the introduction of new product lines to company allowing company to expand sales to commercial projects.
- Introduced troubleshooting and technical analysis.
- Advanced computer and network support.

- Designed and sold first two projects to exceed \$130,000.00 for company.
- Project management.
- Programming, design, and implementation of projects.

Network Administrator / Web Developer | Cape Lookout ISP

2002 – 2004 Morehead City, North Carolina, USA

- Designed, programmed, and implemented technical support intranet for five office locations.
- Helped program and implement stable Asterisk Digital Phone Service running on Linux servers that spanned three counties.
- Re-designed, programmed, and implemented three new company websites with customer support.
- Implemented new heuristics on mail server to catch and filter spam.
- Re-evaluated MySQL databases for billing data and re-designed to bench test more efficiently.
- Implemented new Group Policies on Windows 2003 Servers to provide for better workflow and allow for cross-office access to multiple servers without compromising security.

Assistant Supervisor | Triple T Products

1998 - 2002 Newport, North Carolina, USA

- Bookkeeping and balance sheets.
- Shipping and receiving manager. Import and export discrepancy personnel.
- Responsible for employee work performance.
- Organized and setup national trade shows at various cities around the country including: Washington, D.C.; Orlando, FL; Chicago, IL; Philadelphia, PA; Gatlinburg, TN
- Programmed e-commerce application for the company and launched their first website as part of a college project.

EDUCATION

Crestron

2010 – Annapolis, MD

Crestron Certified Programmer Level III

CEDIA

2008 – Denver, CO

CEDIA Installer III Certificate – Advanced EST

Crestron

2005 – Atlanta, GA

Crestron Intermediate Programming Certification

CEDIA

2005 – Indianapolis, IN

Certified Installer II Certificate

Carteret Community College

2004-2005 – Morehead City, NC

Computer Programming (DNO)

Internet Communications

SKILLS

Programming / Frontend / Database

NodeJS / Javascript, PHP, Python, HTML 5, CSS 3, Neo4j Graph
Database, Postgres, MySQL, MongoDB, Solr, shaky C++ :),
Simpl+, Google's GoLang

Productivity

Well rounded in Atom, Nano, Vi, Sublime, Aptana, Adobe Creative
Suite, and Microsoft Office

Operating Systems / Server

OSX, Linux, NGINX, PM2, Apache, IIS, Windows XP/7, Windows Server 2000/2003

PORTFOLIO EXCERPT

Excerpts may also be found at allebrum.com

EverySchool

Outreach non-profit site build

Site: everyschool.com

Matchbook Wines

Fun site build with California-based winery's graphics team.

Site: matchbookwines.com

Harmony Legal

Develop legal system

Ask for details

Hoppa.io

Develop cross-referencing decision-tree platform.

Site: hoppa.io

Rezku - Restaurant Reservation and Floor Management

Engineer and develop user experience and front-end

Site: rezku.com

Maje

Build custom lookbook for displaying custom styles. Uses Ajax to pull in images dynamically

Client website:

<http://us.maje.com/lookbook/index/index/id/9/view/maje-majed-by-alexachung/>

Sandro Paris

Create custom lookbook for displaying custom styles. Also created custom menu for the site. Also used Twitter API to pull in live feeds.

Client website:

<http://us.sandro-paris.com/lookbook/index/index/id/5/view/women-spring-summer-13/>

Smart Press - Cirrus Widget Suite

Case Study:

<http://www.allebrum.com/portfolio/cirrus-widget-suite-1-park-place-real-estate-tools/>

Clients website: www.1parkplace.com (not indicative of the project)

You can see websites using Smart Press by visiting the links here:

<http://www.1parkplace.com/real-estate-marketing/smartpress-real-estate-website-gallery/>

Vitalyte

Full site build with another developer.

Client website: <http://www.vitalyte.com/>

Watershot

Full site build with another developer. Custom categories module built.

Client website: <http://www.watershot.com/>

Puzhen

Full site build with another developer.

Client website: <http://www.puzhen.com/>

Encole

Full site build. Custom break down and displaying of categories

Client website: <http://www.encole.com/>

Lecocq Cuisine

Build custom categories for another developer

Client website: <http://lecoqcuisine.com/products.html>

EverySchool

Backend and frontend programming (very little design implementation)

I'm not a big fan of the design, but it wasn't done by me :)

Case Study: <http://www.allebrum.com/portfolio/every-school/>

Client website: www.everyschool.com

Great News

Build custom plugin and integrate GiveX API (givex.com) for shopping allowing customers to buy and redeem coupons.

Client website: <http://www.great-news.com/home.php>

ModX Wordpress Tools

Build a module for ModX that allows different functionality of pulling in a Wordpress blog into ModX CMS

Website: <http://modx.com/extras/package/wordpressstools>

Personal Project - Old, but demonstrates Wordpress knowledge

Petsense

Code audit of old site. Complete site build with another programmer on Magento. Custom modules built categories layout.

Website: <http://www.petsenseonline.com/>

Bux Back

Complete site build. Custom database. Integration with several third-party APIs for rewards notification. Customer section to register and register credit cards. Custom search by demographics. Server Cron tasks and executable script created to run daily routines like importing new merchants and exporting new signups along with secure transfers of client sensitive data. Secure storage of client credit cards. Cookies and sessions to remember clients choices of city preference and login credentials. Dynamically map merchant addresses. Built on Wordpress. Client website: www.buxback.com

Booyer CMS

Complete build from the ground up of a Content Management System that would address clients being able to easily edit their websites. This was a personal project of mine. Unfortunately I never put in the time to get it off the ground. Allowed for adding of pages, shortcodes, blog, plugins, help desk, file editor, multi-page edit with tabs, tags, users & groups, comments and management, categories, and clean interface. Source code available upon request

Some simple builds on various CMSes (mostly Wordpress).

I did the entire site builds given a PSD file

<http://www.drawing-office.co.uk/>

<http://www.villagevoice.me/>

<http://www.hcccairo.com/>

<http://www.sdclc.org/>

<http://shredeasy.com/>

<http://www.drawing-office.co.uk/>

INTERESTS

Church multimedia, carpentry, electronics, CNC, welding, motocross, running, poker, bowling, surfing, kayaking, snowboarding, graphics



Gay Jones (Incumbent)

Sacramento Metropolitan Fire District
10545 Armstrong Avenue, Suite 200
Mather, CA 95655
Phone: (916)208-0736

STATEMENT OF QUALIFICATIONS

EXPERIENCE

- 2000 – Present: Director for Sacramento Metropolitan Fire District
- 2005 – Present: Chair and Founding Member Special District Advisory Committee to Local Agency Formation Commission (LAFCo)
- 2006 – Present: Special District Commissioner for Sacramento LAFCo
- 2006 – Present: Board Member for California Association of LAFCo (CALAFCO)
- 2013 – Present: Executive Board Member, CALAFCO
- 2004 – 2006: Alternate Commissioner for Sacramento LAFCo
- 1981 – 2006: Sacramento Fire Department (Retired Captain)
- 1973 – 1979: United States Peace Corps.

EDUCATION AND CERTIFICATES

- Master's Degree, California State University, Sacramento
- Bachelor of Science, Lewis and Clark College
- Associate Degree, American River Community College
- Chief Officer Certification, California State Board of Fire Service
- Special District Leadership and Management Certification, Special District Institute

COMMUNITY ACTIVITIES

- Chair, Cordova Community Planning Advisory Council
- Co-Chair, Butterfield Riviera – East Community Association
- Member, American River Parkway Coalition
- Member, Eppie's Great Race Committee



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

July 21, 2017

Diane Thorpe, Commission Clerk
Sacramento LAFCo
1112 "I" Street, Suite 100
Sacramento, CA 95814

Re: Nomination for Special District Commissioner Office No. 7

Dear Ms. Thorpe,

Enclosed is the Nomination Form from the Sacramento Metropolitan Fire District nominating Board Member Gay Jones to the Special District Commissioner Office No. 7. Also enclosed is a Statement of Qualifications for Director Jones.

The Board of Directors took a unanimous vote of the seven Board Members present to nominate Director Jones during the Board Meeting on July 13, 2017.

Please do not hesitate to call me at (916)859-4305, or e-mail me at penilla.melissa@metrofire.ca.gov if you have any questions.

Sincerely,

Melissa Penilla
Board Clerk

Enclosures – Nomination Form
Statement of Qualifications

Michael T. Yearwood

10930 Viano Court, Rancho Cordova, CA 95670
msyearwood91@gmail.com
916-606-6569

Objective: To obtain a new and challenging position where my leadership, organizational and communication skills will be utilized.

Experience:

2016- 2017 Health Net of California

Claims Supervisor - Performance Team 02-22-16 – Present

- Supervise a team of 17 Claims Analysts.
- Coach and mentor staff to meet or exceed expectations.
- Responsible for talent and performance management of Claims staff.
- Daily operational leadership and support through work distribution and monitoring
- Coordinate with scheduling to assist with daily forecast assuring accurate staffing coverage
- Identify individual performance gaps to recommend and implement action plans that achieve desired result
- Monitor daily productivity through the Macess System.
- Collaborate with peers and managers on process improvements.

2015- 2016 State of California - Health Benefits Exchange (Covered California)

Supervising Program Technician III 03-16-15 – 02-19-16

- Supervise a team of 15 Customer Service Representatives
- Coach and mentor staff to meet or exceed expectations.
- Assist representatives with questions regarding health plan options and policy and procedures.
- Research and resolve escalated calls from consumers.
- Monitor daily productivity through the IEX System.
- Audit in bound calls through the Nice System.
- Collaborate with peers and managers on process improvements.

2007- 2015 Vision Service Plan

Client Broker Representative - Inside Sales 02-15-11 – 03-13-15

- Assisted and resolved clients and brokers service issues.
- Provided phone support and customer service to clients and brokers.
- Provided e-mail coverage for Sales Team in their absence.
- Implemented installation of new groups and pull-outs according to guidelines.
- Processed renewals for clients per guidelines.
- Provided Resource Center support to clients and brokers.
- Generated and distributed requested or required documents.

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Customer Care 08-21-07- 02-14-11

- Assisted VSP members with questions regarding benefits, claims, participating providers and help resolve any concerns that arise.
- Assisted VSP providers with questions regarding patient eligibility, claims, benefit descriptions and help resolve any concerns that arise. Issue authorizations to providers, when necessary.
- Assisted VSP client representatives with updating the eligibility of their employees/members.
- Assisted other divisions of VSP with questions or concerns when they contact Customer Care
- **Cigna Vision Representative** - Assisted Cigna Vision members with questions regarding benefits, claims, participating providers and help resolve any concerns that arise.
- **Quality Mentor** - Assisted with the training, coaching and development of new customer care representatives.
- **Back Up Support Queue** – Answered overflow Support Queue calls when Support Queue staff were not available.

2010 & 2011 World Class Customer Service Representative

Consumer Marketing - Benefit Fair Team 09-02-08 -11-25-08, 09-01-09 -12-15-09, and 08-16-10 -11-24-10

This opportunity was offered through the Customer Care Career Development Program. I was interviewed by the Benefit Fair Team and was selected for this temporary assignment in 2008. In 2009 and 2010 I was asked to return to assist the team.

- Processed Materials Only and Staffing requests.
- Collaborated with the other Benefit Fair Coordinators to manage the Benefit Fair Mailbox in Microsoft Outlook.
- Processed and updated change requests received via the Benefit Fair Mailbox.
- Printed and processed contract representative's invoices for payment.
- Collaborated with the Benefit Fair Coordinators, VSP Sales and Distribution to resolve any questions or concerns.
- Managed requests for Benefit Fair engagement activities, including the shipping and return of the activities.
- Collaborated with the Benefit Fair Coordinators, VSP Sales and Distribution to resolve any questions or concerns.

1994 – 2007 California State Automobile Association (CSAA)

Help Desk Specialist 01-01-06 – 08-18-2007

- Assisted inbound agents, dispatchers and agents from other business units with questions regarding Emergency Road Service (ERS) policies and procedures, and concerns with respect to geographical locations and zones of operation.
- Assisted CSAA contracted facilities with questions, concerns and updates to their facility information in CSAA's Fleet Management System.
- Resolved member escalation calls.
- Monitored agents phone activities and adherence to their schedules.

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- Provided coaching and development to agents, including side by side observation and monitors.
- Member of the Elk Grove Call Center New Hire Mentor Team, traveling to other Contact Centers when training assistance was necessary.
- Updated the daily schedules for the CSAA Vehicle Inspection Clinics.

Team Leader - ERSA III 10-12-02 – 12-31-05

- Assisted agents with questions regarding ERS policies and procedures, and concerns with respect to geographical locations and zones of operation.
- Provided coaching and development to new agents, including side by side observations and monitors.
- Conducted daily audits of agents inbound calls.
- Resolved member escalation calls.
- Member of the Elk Grove Call Center New Hire Mentor Team.
- Created and updated, as needed, the monthly schedules for the CSAA Vehicle Inspection Clinics.
- Participated in several department and company development teams including the Elk Grove Consolidation Team.

Senior Customer Service Representative 03-01-99 – 10-11-02

- Received and processed incoming calls from members requesting Emergency Road Service.
- Assisted Customer Service Representatives with questions regarding ERS policies and procedures, and concerns with respect to geographical locations and zones of operation.
- Trained new Customer Service Representatives, and provided follow-up training as necessary.
- Followed up with dispatchers regarding service requests that have exceeded their promised time of arrival, and advised members of the new expected time of arrival.
- Participated on several department and company development teams including the development of the ERS Department's first Policy and Procedure Manual, the Good Times Committee (employee morale), the Corrective Action Team (issue resolution), and The Rancho Review (the office newsletter).

CDF Communications Operator 01-01-97 – 02-28-99

- Dispatched member requests for road service via the radio or telephone.
- Received and processed incoming calls from members requesting Emergency Road Service.
- Train new Quality Service Representatives, and provide follow-up training as necessary.

Receiver-Dispatcher 06-21-94 – 12-31-96

- Received and processed incoming calls from members requesting Emergency Road Service.
- Dispatched member requests for ERS via the radio or telephone.

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1986 – 1994 Brening Enterprises

Manager 09-16-86 – 06-20-94

- Supervised a staff of 25-30 employees.
- Responsible for the hiring and training of staff.
- Provided coaching and mentoring to shift managers and staff.
- Completed performance evaluation of shift managers and staff.
- Created weekly work schedules for shift managers and staff.
- Completed bookkeeping, inventory control and asset management.
- Completed daily banking and financial analysis.

2003 – 2009 Rancho Cordova Youth Soccer Club

Club Manager 01/01/07 - 12/31/09

- Managed a board of 15 members and 70 coaches and their assistant coaches.
- Created and managed the annual budget.
- Delegated duties to board members as needed.
- Secured venues for events & fields for practice and league games.
- Coordinated registration dates.
- Promoted & marketed the club via flyers, signs and banners, club hotline, web-site and social media page.
- Mentored new and returning coaches.
- Recruited board members and coaches.
- Mediated conflicts between parents and coaches.

Age Group Coordinator 01/01/03 - 12/31/06

- Managed 12 coaches and their assistant coaches
- Created practice and game schedules.
- Recruited new coaches.
- Mentored new and returning coaches.

Education: 1984-1987 Cordova Senior High School

- General Education
- High school diploma

Interests: My family and community volunteerism.

References: Available upon request

Michael Yearwood

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Service to My Community

Cordova Recreation and Park District (Board Secretary)
2015-Present: Director

As a Cordova Recreation and Park District (CRPD) Board Member I am responsible for the budget and for setting policies that safeguard the vitality of the district. The five non-partisan members of the Board of Directors are elected to four-year terms by residents located within CRPD's boundaries. The elected board is held accountable to the following laws that govern public officials: The Brown Act, California Public Records Act, FPPC Reporting Requirements and biannual ethics training.

Specific functions and duties of my role as a Board Director are:

1. To perform its legal responsibility.
2. To set up by-laws, regulations and operation procedures
3. To select, employ, and if necessary, dismiss the District Administrator.
4. To control the operating budget, the financial plans and the insurance program.
5. To care and maintain property.
6. To be responsible for program.
7. To assure personnel policies.
8. To maintain good public relations.
9. To appoint, commission, supervise and receive reports from committees and the District Administrator.

BOARD MEMBERS RESPONSIBILITIES

1. Board members should understand the significance and importance of recreation in the community.
2. Board members should be aware of the relationship of the recreation services to other community services.
3. Board members should look objectively at their specific responsibility as board members and at local community recreation needs, and keep abreast of changing conditions, continuously reassessing their efforts and reasons for service.
4. Board members should have the courage to resist pressures of all types and insist upon high standards for their agencies, particularly in regard to competent, professional personnel.
5. Board members should be aware of their role as board members, acting in concert with their fellow board members without usurping the functions of the District Administrator.

Michael Yearwood

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916-606-6569

Rancho Cordova Athletic Association

2013: Founding Member
2013-2015: Secretary
2016: CRPD Representative

Leadership Rancho Cordova

2014-Present: Governing Board
2014: Graduate of Class VIII

Rancho Cordova Youth Soccer Club (RCSC)

2002: Coach
2003: U-6 Age Coordinator
2004: Coach & U-8 Boys Age Coordinator
2005: Coach & U-8 Girls Age Coordinator
2006: Coach & U-6 Age Coordinator
2007-2009: Club Manager & Coach
2012: Coach

American River Youth Soccer League (ARYSL)

2007-2009: Board Member – RCSC Representative
2010: League Treasurer

Cordova Girls Softball League

2010-2011: League Vice President
2011-2012: League Vice President
2012-2013: Secretary
2013-2014: Secretary
2014-2015: NORCAL Representative

Folsom Cordova Unified School District

Cordova High School Site Council
2014-2015: Parent Representative

Cordova Lane Elementary School Site Council

1998-2006: Elected Parent Representative

Navigator Elementary School Site Council

2006-2008: Elected Parent Representative

Measure M & P Oversight Committees

2014-2016: Parent/PTSO Member Representative

ORLANDO FUENTES

Elk Grove, California (CA) 95758 H: 9168120814 ♦ C: 9168120814 ♦ orlandofuentes@comcast.net

PROFESSIONAL SUMMARY

A 43-year commitment post-Master's Degree in the service of community, children and families, the disadvantaged, and disenfranchised. Culminating in a recent election to the Cosumnes Community Services District, an agency that provides fire protection and response, emergency ambulance services as well as management of over 94 parks and recreation services to a community of 190,00 residents on a \$70,000,000 budget.

SKILLS

- Customer service-oriented
- Project management
- Staff training/development
- Effective leader
- Exceptional interpersonal communication
- Consistently meet goals
- Organized
- Conflict resolution
- Employee scheduling

WORK HISTORY

Director, 12/2016 to Current

Cosumnes Community Services District – Elk Grove, CA

Member of the Board of Directors of the Cosumnes Community Services District, a governmental agency providing fire protection, emergency services, and parks and recreation services to 190,000 residents.

Program Manager, 11/1979 to 11/2004

State of California – Sacramento, California

Over 25 years of experience in strategic planning, program development, policy development, in high-level government positions. Programs included those for Child Abuse Prevention, Prenatal Care, Crime Prevention, and Mental Health. Departments included Social Services, Public Health, Mental Health, and the Office of the Attorney General. All with statewide impact.

EDUCATION

Bachelor of Arts: Psychology, 1972

San Francisco State University - San Francisco

Master of Arts: Social Welfare, 1974

University of California - Berkeley

COMMUNITY SERVICES

El Hogar Community Mental Health Services Board Member

LULAC League of United Latin American Citizens Board Member - Non-partisan

City of Elk Grove Multicultural Committee, Volunteer and former Chairperson

Restorative Schools Vision Project Board Member - Restorative Justice

Voter Registration Leader

Paul R. Green Jr.

I am retired after 24 years of service in the Air Force as a Senior Master Sargent.

I currently serve as the District representative on the Board of Directors of the Association of California Water Agencies Joint Powers Insurance Agency (ACWA/JPIA), the Sacramento Ground Water Authority (SGA) governing Board.

I was elected to the seven-member Sacramento County LAFCo (Local Agency Formation Commission) by the elected Board members of 66 special districts -- each a self-governing independent agency in the county (fire, water, cemetery, and parks & recreation for example) -- as an alternate commissioner for each of the two members "representing" special districts. For 2015, I will serve as chairman of the Sacramento LAFCo Special Districts Advisory Committee.

I am the Volunteer Manager of the Republican Party Group on linked-in.

I formerly served on the following Boards and Committees

RLECWD internal Planning Committee.

Co-Chair, Community Restoration Committee for Mc Clellan Air Force Base.

Director, Grant Union School District

Captain, On-Air Fund Raising Committee KVIE

State Chair, Leaders of Faith Coalition

Regional Vice President, Primercia Financial Services

Docent Sacramento County History Museum

State Senate Candidate

Member, California Legal Compliance Review Committee

President, North Highlands Visions Task Force

Board Member, North Highlands Parks and Recreation District

Delinda Tamagni

5003 Primrose Drive, Fair Oaks, California 95628 | 619.992.1985 | drtamagni@gmail.com

Objective

To make a positive contribution to our community by serving on the Fair Oaks Recreation and Park District's Board of Directors.

Volunteer Experience

PARENT VOLUNTEER | FAIR OAKS PRESCHOOL | 2012 – 2014, 2016 – PRESENT

- As part of my children's enrollment in the Fair Oaks Preschool, I have volunteered both in the classroom and in various coordinator positions. For the 2016/2017 school year, I am the Class Treasurer. I work with the classroom Finance Committee members, maintain a budget and track class funds.

COACH | FAIR OAKS SOCCER CLUB | 2016 – PRESENT

- During the fall season, I teach soccer and teamwork skills to 12 inspiring, spirited young girls.

TROOP CO-LEADER | GIRL SCOUTS TROOP 386 | 2014 - 2016

- I assisted the Troop Leader in helping our troop of 10 girls build confidence and a love for community service. Our troop participated in It's My Park Day and the Fair Oaks Christmas in the Village parade.

Employment Experience

TAX COUNSEL III | STATE OF CALIFORNIA, FRANCHISE TAX BOARD | JULY 2008 - PRESENT

- As an attorney in the FTB Legal Division's Settlement Bureau, I work with opposing counsel to resolve disputes between corporate taxpayers and the State of California. I analyze the costs and risks of litigation and determine whether settlement is in the best interest for the State of California.

RECREATION LEADER | CITY OF LA MESA | 1996 - 2001

- I worked as a summer camp counselor and taught gymnastic and tiny tot sport classes.

RECREATION LEADER | EL CAJON RECREATION DEPT. | 1998 - 2000

- I worked as a summer camp counselor and taught gymnastic and tumbling classes.

Education

L.L.M. IN TAXATION | MAY 2007 | UNIVERSITY OF SAN DIEGO SCHOOL OF LAW

- Tax Clinic volunteer: 5-10 hours per week assisting the public with issues relating to the I.R.S.

JURIS DOCTOR | DECEMBER 2006 | UNIVERSITY OF SAN DIEGO SCHOOL OF LAW

- Member of the University of San Diego International Law Journal

BACHELOR OF ARTS | MAY 2003 | ST. CATHERINE UNIVERSITY

- Majors: English & Sociology Minor: Philosophy, with a concentration in Ethics

References

- Michele Greenberg-McClung, Recreation Supervisor, City of La Mesa, 619.667.1333
- Bill Gardner, Assistant Chief Counsel, FTB Settlement Bureau, 916.845.3318

GENERAL FUND EXPENDITURES
FOR THE MONTH ENDING
SEPTEMBER 30, 2017

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1905786560	20200500	GREG FOELL OR JASON BAIN, Petty Cash	Advertising	23.94
1905786560	20203800	GREG FOELL OR JASON BAIN, Petty Cash	Employee Recognition	10.74
1905780470	20203900	JENNIFER VON AESCH	Employee Transportation	55.75
1905780468	20203900	ASHLEY BELL	Employee Transportation	61.53
				117.28
1905791688	20205500	HUB INTERNATIONAL INSURAN	Insurance-Long Term	610.29
1905793040	20206100	CALIF PARK & RECREATION Adjustment	Membership Dues	-40.00
1905777445	20207600	JENNIFER VON AESCH	Office Supplies	84.85
1905786598	20207600	JENNIFER VON AESCH	Office Supplies	38.54
				123.39
1905790410	20207602	CAPITAL CITY SIGNS INC	Signs	1,719.56
1905775540	20208500	PAUL BAKER PRINTING INC	Printing Service	4,026.00
1300647960	20211200	Paint Rebate	Building Maint Supplies	-80.00
1905779714	20219700	AT&T	Telephone Service	107.86
1905779713	20219700	SPRINT P C S	Telephone Service	39.90
1905786567	20219700	COMCAST	Telephone Service	570.19
1905790405	20219700	AT&T	Telephone Service	20.51
				738.46
109245329	20250700	County Adjustment	SB 2557 ORANGEVALE PARK	0.46
109245330	20250700	County Adjustment	SB 2557 ORANGEVALE PARK	0.12
109245331	20250700	County Adjustment	SB 2557 ORANGEVALE PARK	-0.10
				0.48
1905790407	20256200	DESIREE BROWN	Transcribing Service	146.00
1905786701	20259101	ROBERT PORTER	Computer Consultant	500.00
1905777457	20285100	ALISON LLOYD	Recreational Service	288.00
1905777456	20285100	RESCUE TRAINING INSTITUTE	Recreational Service	108.50
1905779787	20285100	JOHN REIBIN	Recreational Service	275.00
1905780679	20285100	MANUELA KAHLFUSS	Recreational Service	537.60
1905780466	20285100	FREE FLOW ACADEMY INC	Recreational Service	546.00
1905780281	20285100	MICHELLE LUETH	Recreational Service	179.20
1905780275	20285100	ELLIOTT GENOVIA	Recreational Service	84.00
1905780273	20285100	ALL-AROUND KIDS INC	Recreational Service	179.90
1905780269	20285100	KORI SCOTT	Recreational Service	192.00
1905780263	20285100	DANIEL CRANDALL	Recreational Service	96.60
1905780256	20285100	CHRISTINA DUETTE	Recreational Service	34.80
1905782876	20285100	ALLGOOD DRIVING SCHOOL IN	Recreational Service	34.00
1905786597	20285100	ADRIAN JANSEN VAN VUUREN	Recreational Service	683.00
1905786586	20285100	STEVEN MIRANDA	Recreational Service	474.50
1905790416	20285100	FOLSOM CORDOVA UNIFIED SC	Recreational Service	365.00
1905790414	20285100	FOLSOM CORDOVA UNIFIED SC	Recreational Service	502.80
1905790412	20285100	FOLSOM CORDOVA UNIFIED SC	Recreational Service	278.80
				4,859.70
1905777433	20285200	SAM'S CLUB DIRECT CML	Recreational Supplies	300.02
1905786560	20285200	GREG FOELL OR JASON BAIN, Petty Cash	Recreational Supplies	92.96
1905786558	20285200	WAL-MART STORES INC	Recreational Supplies	29.98
1905786596	20285200	BSN SPORTS INC	Recreational Supplies	61.08
1905786594	20285200	BSN SPORTS INC	Recreational Supplies	557.70
1300647960	20285200	Recreation Reimbursement	Recreation Supply	-195.00
				846.74
1905786587	30322000	C I T TECHNOLOGY FIN SERV	Bond/ Loan Redemption	429.93
1905779718	42420200	NORTHERN PACIFIC BUILDERS	Structures	40,129.63

GENERAL FUND EXPENDITURES
FOR THE MONTH ENDING
SEPTEMBER 30, 2017

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1905779717	42420200	RORY MERRILL	Structures	12,345.14
1905786589	42420200	MTW GROUP	Structures	720.00
1905790417	42420200	NORTHERN PACIFIC BUILDERS	Structures	2,872.95
				56,067.72
1905786593	50557100	DEBRA A DAVIS	Finger Printing Service	30.00
1905786592	50557100	STATE OF CALIFORNIA	Finger Printing Service	224.00
				254.00

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2017/2018
SEPTEMBER 2017**

Account Number	Expenditure Account	Budgeted 2017/2018	Current Expenditures	Expenditure to Date	Funds Available	% Left
1000	SALARIES & EMPLOYEE BENEFITS					
10111000	Salaries & Wages, Regular	785,000.00	53,536.00	152,112.50	632,887.50	81%
10112100	Salaries & Wages, Extra Help	375,000.00	12,732.95	120,768.25	254,231.75	68%
10112400	Salaries, Board members	12,000.00	300.00	1,300.00	10,700.00	89%
10121000	Retirement	170,000.00	12,433.54	35,326.24	134,673.76	79%
10122000	Social Security	85,000.00	4,936.91	20,447.80	64,552.20	76%
10123000	Group Insurance	215,000.00	16,371.30	61,578.23	153,421.77	71%
10124000	Worker's Comp. Ins	51,000.00		50,094.00	906.00	2%
10125000	Unemployment Insurance	25,000.00	353.87	5,760.80	19,239.20	77%
10128000	Health Care/Retirees	3,000.00		-	3,000.00	100%
	SUB-TOTAL	1,721,000.00	100,664.57	447,387.82	1,273,612.18	74%
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	1,500.00	23.94	201.81	1,298.19	87%
20202100	Books/Periodicals/Subscrip	750.00			750.00	100%
20202900	Business/Conference Expense	5,000.00		(80.00)	5,080.00	102%
20203500	Education/Training Serv.	5,500.00		-	5,500.00	100%
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	10.74	10.74	1,989.26	99%
20203802	Recognition Items	500.00		-	500.00	100%
20203803	Recognition Events	500.00		-	500.00	100%
20203900	Employee Transportation	3,000.00	117.28	223.15	2,776.85	93%
20205100	Liability Insurance	40,000.00		21,269.00	18,731.00	47%
20205500	Rental Insurance	4,000.00	610.29	1,261.85	2,738.15	68%
20206100	Membership Dues	8,000.00	(40.00)	2,855.00	5,145.00	64%
20207600	Office Supplies	8,500.00	123.39	577.23	7,922.77	93%
20207602	Signs	500.00	1,719.56	1,719.56	(1,219.56)	-244%
20207603	Keys	350.00		-	350.00	100%
20208100	Postal Services	6,500.00		1,937.50	4,562.50	70%
20208102	Stamps	3,000.00		170.00	2,830.00	94%
20208500	Printing Services	24,000.00	4,026.00	6,051.00	17,949.00	75%
20210300	Agricultural/Horticultural Svc	500.00		-	500.00	100%
20210400	Agricultural/Horticultural Sup	1,000.00		-	1,000.00	100%
20211200	Building Maint. Supplies	1,000.00	(80.00)	(80.00)	1,080.00	108%
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%
20218100	Irrigation Services	500.00		-	500.00	100%
20218200	Irrigation Supplies	500.00		-	500.00	100%

Account Number	Expenditure Account	Budgeted 2017/2018	Current Expenditures	Expenditure to Date	Funds Available	% Left
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 Disp Service	500.00		-	500.00	100%
20219500	Sewage Disposal Service	500.00		-	500.00	100%
20219700	Telephone Service	15,000.00	738.46	2,088.17	12,911.83	86%
20219800	Water	1,000.00		-	1,000.00	100%
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	2,500.00		350.38	2,149.62	86%
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	6,000.00		-	6,000.00	100%
20232100	Custodial Services	1,000.00		-	1,000.00	100%
20232200	Custodial Supplies	1,000.00		-	1,000.00	100%
20250500	Accounting Services	8,000.00		-	8,000.00	100%
20250700	Assessment/Collection Service	18,000.00	0.48	0.48	17,999.52	100%
20252500	Engineering Services	6,000.00		-	6,000.00	100%
20253100	Legal Services	15,000.00		-	15,000.00	100%
20256200	Transcribing Services	1,000.00	146.00	282.00	718.00	72%
20257100	Security Services	5,000.00		926.56	4,073.44	81%
20259100	Other Professional Services	5,000.00		-	5,000.00	100%
20259101	Computer Consultants	6,000.00	500.00	1,500.00	4,500.00	75%
20281201	PC Hardware	10,000.00		-	10,000.00	100%
20281202	PC Software	10,000.00		353.50	9,646.50	96%
20281203	PC Supplies	1,000.00		-	1,000.00	100%
20281900	Elections	0.00		-	0.00	#DIV/0!
20285100	Recreational Services	180,000.00	4,859.70	21,646.21	158,353.79	88%
20285200	Recreational Supplies	40,000.00	846.74	5,561.28	34,438.72	86%
20289800	Other Operating Exp - Supplies	2,000.00		-	2,000.00	100%
20289900	Other Operating Exp - Services	2,000.00		228.99	1,771.01	89%
20291100	System Development Services	3,000.00		-	3,000.00	100%
20296200	GS Parking Charges	200.00		-	200.00	100%
	SUB-TOTAL	475,600.00	13,602.58	69,054.41	406,545.59	85%
3000	OTHER CHARGES					
30321000	Interest Expense	17,000.00		-	17,000.00	100%
30322000	Bond/Loan Redemption	66,000.00	429.93	1,307.68	64,692.32	98%
30345000	Taxes/Licenses/Assess Trans	2,500.00		-	2,500.00	100%
	SUB-TOTAL	85,500.00	429.93	1,307.68	84,192.32	98%

Account Number	Expenditure Account	Budgeted 2017/2018	Current Expenditures	Expenditure to Date	Funds Available	% Left
4000	FIXED ASSETS					
41410100	Land	0.00		-	0.00	
42420200	Struc. & Improvements	235,000.00	56,067.72	212,491.33	22,508.67	10%
43430303	Vehicles/Equipment	7,500.00		-	7,500.00	-
	SUB-TOTAL	242,500.00	56,067.72	212,491.33	30,008.67	12%
5000	INTERFUND CHARGES					
50557100	Fingerprinting Service	4,000.00	254.00	254.00	3,746.00	94%
	SUB-TOTAL	4,000.00	254.00	254.00	3,746.00	94%
79790100	<i>Contingency Appropriations</i>	0.00		-	0.00	0%
	<i>Deposit into Reserves</i>	0.00		-	0.00	0%
	GRAND TOTAL	2,528,600.00	171,018.80	730,495.24	1,798,104.76	71%

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
REVENUE STATEMENT
FISCAL YEAR 2017/2018
SEPTEMBER 2017**

Account Number	Revenue Account	2017/2018 Budgeted Revenue	Realized This Period	Collection YTD Balance	YTD Uncollected Balance	% Collected
91910100	Prop. Taxes - Current Secured	1,190,000		-0.05	1,190,000.05	0.00%
91910200	Prop. Taxes - Current Unsecured	40,000		0.00	40,000.00	0.00%
91910300	Supplemental Taxes Current	10,000		0.00	10,000.00	0.00%
91910400	Prop. Taxes Sec. Delinquent	10,000		0.00	10,000.00	0.00%
91910500	Prop. Taxes Supp. Delinq.	500		0.00	500.00	0.00%
91910600	Unitary Current Secured	12,000		0.00	12,000.00	0.00%
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	0.23	0.23	999.77	0.02%
91914000	Penalty Costs - Prop. Tax	200	0.43	0.43	199.57	0.22%
91919900	Taxes - Other	-		0.00	0.00	
	SUB-TOTAL TAXES 9100	1,263,700	0.66	0.61	1,263,699.39	0.00%
94941000	Interest Income	4,000		-0.01	4,000.01	0.00%
94942900	Building Rental Other	90,000	3,884.00	32,035.39	57,964.61	35.59%
94943900	Cell Tower Leases	19,600	778.78	7,970.34	11,629.66	40.67%
94944800	Rec.Concessions Final 9	17,000	3,161.48	4,161.48	12,838.52	24.48%
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		0.00	15,000.00	0.00%
95952900	In-Lieu Taxes	300,000		300,000.00	0.00	100.00%
95956900	State Aid - Other Misc. Programs	-		0.00	0.00	
96963313	Miscellaneous Fees	1,000		2,421.10	-1,421.10	242.11%
96964600	Recreation Service Charges	470,000	39,635.12	122,638.55	347,361.45	26.09%
96969700	Security Services	2,500	448.06	2,049.40	450.60	81.98%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	-	750.00	750.00	-750.00	
97973200	Recreation Contributionss	-		0.00	0.00	
97973300	Orangevale Clubs	-		0.00	0.00	
97974000	Insurance Proceeds	2,500	59.62	1,592.27	907.73	63.69%
97979000	Revenue - Other	500	40.00	39.88	460.12	7.98%
	SUB-TOTAL OTHER MISC. INCOME	924,100	48,757.06	473,658.40	450,441.60	51.26%
	TOTAL BUDGET AMOUNT	2,187,800	48,757.72	473,659.01	1,714,140.99	21.65%

OLLAD EXPENDITURES
FOR THE MONTH ENDING
SEPTEMBER 30, 2017

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1905786572	20210300	INALLIANCE	Agriculture/ Horticulture Service	562.50
1905782881	20210400	GOLD COUNTRY TRACTOR INC	Agriculture/ Horticulture Supplies	279.52
1905782881	20210400	GOLD COUNTRY TRACTOR INC	TAX ACCRUAL	1.30
				280.82
1905782886	20211200	PAUL NUZMAN	Building Maintenance Supplies/ Materials	862.04
1905786560	20211200	GREG FOELL/JASON BAIN Petty Cash	Building Maintenance Supplies/ Materials	108.28
				970.32
1700110088	20212200	AQUA SOURCE INC	Chemical Supplies	-40.00
1905780474	20212200	AQUA SOURCE INC	Chemical Supplies	4,134.42
1905782863	20212200	AMERICAN RIVER ACE HARDWA	Chemical Supplies	123.58
				4,218.00
1905780485	20214200	NIMBUS LANDSCAPING MATERI	Land Improvement Maintenance Supplies	41.14
1905780481	20214200	NIMBUS LANDSCAPING MATERI	Land Improvement Maintenance Supplies	20.57
1905782863	20214200	AMERICAN RIVER ACE HARDWARE	Land Improvement Maintenance Supplies	36.09
1905786576	20214200	NIMBUS LANDSCAPING MATERI	Land Improvement Maintenance Supplies	41.14
				138.94
1905786585	20215100	FIRECODE SAFETY EQUIPMENT	Mechanical System Maintenance Service	205.23
1905782863	20216200	AMERICAN RIVER ACE HARDWARE	Painting Supplies	16.14
1905777447	20218200	SCOTT WADE Reimbursement	Irrigation Supplies	454.65
1905780494	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	430.39
1905780492	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	487.01
1905780490	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	120.15
1905780488	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	876.57
1905782863	20218200	AMERICAN RIVER ACE HARDWARE	Irrigation Supplies	36.36
1905786574	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	932.96
1700110186	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	-438.28
				2,899.81
1905777454	20218500	COUNTY OF SACRAMENTO	Permit Charges	181.00
1905790406	20218500	AIR QUALITY MANAGEMENT DI	Permit Charges	806.00
				987.00
1905782857	20219200	PACIFIC GAS AND ELECTRIC	Natural Gas/LPG/Fuel Oil	238.40
1905786568	20219300	ALLIED WASTE SERVICES OF	Ref Coll/ Disposal Service	1,589.00
1905790431	20219500	UNITED SITE SERVICES	Sewage Disposal Service	188.63
1905790428	20219500	UNITED SITE SERVICES	Sewage Disposal Service	188.63
				377.26
1905786564	20219800	ORANGEVALE WATER CO	Water	6,856.92
1905786570	20220600	CARQUEST	Auto Maintenance Supplies	880.50
1905790445	20220600	GOLD COUNTRY TRACTOR INC	Auto Maintenance Supplies	93.23
1905790445	20220600	GOLD COUNTRY TRACTOR INC	TAX ACCRUAL	0.44
				974.17
1905782869	20223600	FLEETCOR TECHNOLOGIES	Fuel/ Lubricants	1,255.01
1905790438	20227500	GREENBACK EQUIPMENT RENTA	Rent/ Lease Equipment	47.73

OLLAD EXPENDITURES
FOR THE MONTH ENDING
SEPTEMBER 30, 2017

1905782863	20228200	AMERICAN RIVER ACE HARDWA	Shop Equipment Maintenance Supplies	36.60
1905790451	20228200	NATIONAL PARTS CORPORATIO	Shop Equipment Maintenance Supplies	250.20
				286.80
1905780496	20232200	NELSONS BUILDING MAINTENA	Custodial Supplies	351.83
1905782863	20232200	AMERICAN RIVER ACE HARDWA	Custodial Supplies	42.04
				393.87
1905780498	20252500	SCI CONSULTING GROUP	Engineering Service	6,018.57
1905790423	20253100	DAVID MCMURCHIE	Legal Service	132.50
1905782884	20257100	FULTON-EL CAMINO REC & PA	Security Service	575.00
1905782882	20259100	NEIGHBORLY PEST MANAGEMEN	Other Professional Service	169.00
1905780614	30345000	STATE OF CALIFORNIA	BOE TAX AUDIT 10/01/13-09/30/16	2.91

**ORANGEVALE RECREATION AND PARK DISTRICT - OLLAD ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2017/2018
SEPTEMBER 2017**

Account Number	Expenditure Account	Budgeted 2017/2018	Current Expenditure	Expenditure to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20207603	Keys	2,000.00		2.69	1,997.31	100%
20210300	Agricultural/Horticultural Service	12,000.00	562.50	1,200.00	10,800.00	90%
20210400	Agricultural/Horticultural Supply	15,000.00	280.82	1,138.97	13,861.03	92%
20211200	Building Maint. Supplies	8,000.00	970.32	3,349.15	4,650.85	58%
20212200	Chemicals	30,000.00	4,218.00	9,355.23	20,644.77	69%
20213100	Electrical Maint. Service	6,000.00		-	6,000.00	100%
20213200	Electrical Maint. Supplies	2,000.00		427.50	1,572.50	79%
20214100	Land Improv. Maint. Service	22,000.00		-	22,000.00	100%
20214200	Land Improv. Maint. Supplies	48,000.00	138.94	2,110.25	45,889.75	96%
20215100	Mechanical System Maint. Ser	10,000.00	205.23	241.94	9,758.06	98%
20215200	Mechanical System Maint. Sup	3,000.00		128.20	2,871.80	96%
20216200	Painting Supplies	1,500.00	16.14	94.22	1,405.78	94%
20216700	Plumbing Maint. Service	1,000.00		-	1,000.00	100%
20216800	Plumbing Maint. Supplies	4,000.00		3,334.84	665.16	17%
20218100	Irrigation Service	2,000.00		-	2,000.00	100%
20218200	Irrigation Supplies	12,000.00	2,899.81	9,621.19	2,378.81	20%
20218500	Permit Charges	2,000.00	987.00	1,685.25	314.75	16%
20219100	Electricity	83,000.00		16,910.24	66,089.76	80%
20219200	Natural Gas / LPG/ Fuel Oil	30,000.00	238.40	510.10	29,489.90	98%
20219300	Refuse Collection / Disposal Servic	24,000.00	1,589.00	3,167.59	20,832.41	87%
20219500	Sewage Disposal Service	14,000.00	377.26	2,082.53	11,917.47	85%
20219800	Water	51,000.00	6,856.92	21,094.40	29,905.60	59%
20219900	Telephone System Maintenance	3,000.00		-	3,000.00	100%
20220500	Auto Maintenance Service	7,000.00		1,705.89	5,294.11	76%
20220600	Auto Maintenance Supplies	4,000.00	974.17	4,039.21	(39.21)	-1%
20221200	Construction Equip. Maint. Supp.	500.00		15.93	484.07	97%
20222600	Expendable Tools	4,000.00		741.81	3,258.19	81%
20223600	Fuel & Lubricants	21,000.00	1,255.01	2,423.72	18,576.28	88%
20227500	Rent/Lease Equipment	3,000.00	47.73	47.73	2,952.27	98%
20228100	Shop Equip. Maint. Service	2,000.00		-	2,000.00	100%
20228200	Shop Equip. Maint. Supplies	7,000.00	286.80	995.62	6,004.38	86%
20229100	Other Equip. Maint. Service	2,500.00		-	2,500.00	100%
20229200	Other Equip. Maint. Supplies	2,000.00		351.99	1,648.01	82%
20232200	Custodial Supplies	20,000.00	393.87	3,707.71	16,292.29	81%
20250500	Accounting Services	3,000.00		-	3,000.00	100%
20252500	Engineering Services	15,000.00	6,018.57	6,018.57	8,981.43	60%
20253100	Legal Services	20,000.00	132.50	132.50	19,867.50	99%
20257100	Security Services	18,000.00	575.00	1,271.98	16,728.02	93%
20259100	Other Professional Services	25,000.00	169.00	1,138.00	23,862.00	95%
20289800	Other Operating Expense Sup.	3,500.00		776.54	2,723.46	78%
	SUB-TOTAL	543,000.00	29,192.99	99,821.49	443,178.51	82%
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	2.91	66.44	1,133.56	94%
	SUB-TOTAL	1,200.00	2.91	66.44	1,133.56	94%

Account Number	Expenditure Account	Budgeted 2017/2018	Current Expenditure	Expenditure to Date	Funds Available	% Left
4000	FIXED ASSETS					
42420200	Struc. & Improvements	115,000.00		2,100.00	112,900.00	0%
43430300	Equipment	70,000.00		6,161.61	63,838.39	0%
	SUB-TOTAL	185,000.00	-	8,261.61	176,738.39	0%
	GRAND TOTAL	729,200.00	29,195.90	108,149.54	621,050.46	85%

KENNETH GROVE EXPENDITURES
FOR THE MONTH ENDING
SEPTEMBER 30, 2017

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1905786564	20219800	ORANGEVALE WATER CO	Water	39.19
1905782869	20223600	FLEETCOR TECHNOLOGIES	Fuel/ Lubricants	52.29

**ORANGEVALE RECREATION AND PARK DISTRICT - KENENTH GROVE ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2017/2018
SEPTEMBER 2017**

Account Number	Expenditure Account	Budgeted 2017/2018	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	Ag/HorT Service	500.00		-	500.00	100%
20219800	Water	800.00	39.19	117.57	682.43	85%
20223600	Fuel & Lubricants	600.00	52.29	97.40	502.60	84%
20250500	Accounting Services	500.00		-	500.00	100%
20252500	Engineering Services	1,000.00		-	1,000.00	100%
20253100	Legal Services	100.00		-	100.00	100%
20256200	Transcribing Services	150.00		-	150.00	100%
20259100	Other Professional Svc	500.00		-	500.00	100%
20289900	Other Operating Exp - Svc	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	91.48	214.97	5,215.03	96%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	0.00		-	0.00	0%
	SUB-TOTAL	0.00	-	-	0.00	0%
	GRAND TOTAL	5,430.00	91.48	214.97	5,215.03	96%

STAFF REPORT



DATE: 10-12-17

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: MONTHLY ACTIVITY REPORT – SEPTEMBER 2017

ADMINISTRATION

Administrator Foell attended the California Special District Association Conference.

Administrator Foell met with County of Sacramento representatives to discuss the Hazel Avenue improvement project.

Administrator Foell and Interim Park Supt. Wade met with Bruce Knisley and the Sacramento Tree Foundation representatives to discuss a tree planting at the disc golf course.

Staff viewed the CAPRI Webinar entitled, "Tackling Bullying and Abusive Behavior in the Public Sector Workplace."

Jennifer Von Aesch presented the available health plans to the full-time staff.

RECREATION

September Activities	Enrollment	Attendance	Gross Revenue
Classes			
Aerial Silks skills for beginners	1		\$ 82.00
Artist Studio	25		\$ 792.00
Aikido Teen/Adult	2		\$ 203.00
Aikido Youth	6		\$ 409.00
Babysitting CPR	1		\$ 35.00
Ballet - Baby	5		\$ 150.00
Ballet - Pre Ballet	4		\$ 126.00
Child and Babysitting Safety	3		\$ 165.00
Dance - Foxtrot	1		\$ 45.00
Dance - Waltz	3		\$ 123.00
Internet Driver Education	2		\$ 68.00
Jazzercise		269	
Jujitsu	8		\$ 798.00
Just for Kicks - grades 2-6	20		\$ 1,318.00
Just for Kicks - K Soccer	8		\$ 520.00
Just for Kicks - K-1 Soccer	17		\$ 1,123.00
Just for Kicks - Pre K Soccer	12		\$ 780.00
Karate - Preschool	3		\$ 258.00
Karate - SA Shotokan	3		\$ 363.00
Kids Ninja	3		\$ 300.00
KinderGym Gymnastics	2		\$ 237.00
Mini Ninja	6		\$ 453.00
New Star Childrens's Theater	1		\$ 299.00
Parent Participation Gymnastics	4		\$ 448.00
Parkour & Free Running	1		\$ 117.00

Salsa - Beginning	2		\$ 80.00
Simply Crafty Women		7	
Self Care Yoga	8		\$ 355.00
Tai-Chi Chuan	7		\$ 496.00
Top Notch Basketball League	67		\$ 8,375.00
Tot Gymnastics	2		\$ 224.00
TwirlSport Cheer	3		\$ 123.00
TwirlSport Tumbling	8		\$ 332.00
Ukulele	30		\$ 30.00
Weight Loss Challenge	2		\$ 130.00
Video Game Coding & Design	1		\$ 89.00
Classes Sub Total	268	276	\$ 19,227.00
Events			
Rummage Sale	19		\$ 777.00
Events Sub Total	19	0	\$ 777.00
Preschool			
Kinder Kidz	16		\$ 4,265.00
Orange Blossoms	17		\$ 3,870.00
Sub Total	33	0	\$ 8,135.00
SENIORS			
Bridge	72		\$ 72.00
Kayaking for Boomers 50+	5		\$ 348.00
Mens 50+ 3 on 3 basketball	7		\$ 210.00
Senior Lunches		118	
Seniors Sub Total	84	118	\$ 630.00
Trips			
Muir Woods & Sausalito	13		\$ 884.00
Trips Sub Total	13	0	\$ 884.00
GRAND TOTAL	417	394	\$ 29,653.00

September Gross Revenue Recap – September OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$46,256, \$13,756 over the projected amount. September recreation revenue came in at \$38,061, \$9,061 over the projected amount and facility revenue in came in at \$8,195, \$4,695 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 September.*

PROGRAM HIGHLIGHTS

- Rummage Sale over 500 customers came through the event
- Artist studio started up again with 25 people registered
- Middle school volleyball began we have 21 teams

UPCOMING EVENTS

- October 20 – Family Fright Night Trunk or Treat
- November 4 – Holiday Reel “Free Birds”
- November 17 & 18 – Holiday Craft Fair
- December 1 – Orangevale Community Tree Lighting

SECURITY

Fulton-El Camino Park District Police Department Monthly Status Report for: Orangevale Recreation and Park District Reporting Period: 09/01/2017 to 09/30/2017

NOTICE TO APPEAR BY PARK

Park Name: Orangevale Community Center

Infractions: 2

9/10/2017 9:08:00 PM

--> Violation 1: 9.36.067 - PARK HOURS

Severity: Infraction

9/10/2017 9:12:00 PM

--> Violation 1: 9.36.067 - PARK HOURS

Severity: Infraction

Park Name: OV Community Park (Disc Golf)

Infractions: 3

9/15/2017 11:53:00 PM

--> Violation 1: 9.36.067 - PARK HOURS

Severity: Infraction

9/16/2017 11:50:00 PM

--> Violation 1: 9.36.067 - PARK HOURS

Severity: Infraction

9/15/2017 11:53:00 PM

--> Violation 1: 9.36.067 - PARK HOURS

Severity: Infraction

PARKING CITATIONS BY PARK

Park Name: OV Community Center

9/10/2017 9:19:00 PM

--> Violation 1: SCO 9.36.065 (e) PARKING IN PARK AFTER POSTED HOURS

Park Name: OV Community Park (Disc Golf)

9/19/2017 7:11:00 PM

--> Violation 1: CVC 4000 (a) NO CURRENT REGISTRATION

9/12/2017 5:42:00 PM

--> Violation 1: CVC 4000 (a) NO CURRENT REGISTRATION

9/12/2017 5:26:00 PM

--> Violation 1: CVC 4000 (a) NO CURRENT REGISTRATION

PARKS

- General: Routine maintenance at all sites including mowing, trash detail, edging, blowing, etc.
- Weekly sanitation routine at dog park located at Pecan Park.
- Weekly sanitation routine at all picnic areas to prepare for, and follow up from rentals.
- Monthly playground inspections at all sites (Orangevale Community Park, Norma Hamlin Park, Almond Park, Pecan Park, Orangevale Community Center Park)
- Prepare Kids Korner for open house event, and clean up after event.
- Repair cooling system on wood chipper.
- Eliminate potential hazards in soccer field following Golden Valley Charter School Fall Celebration.
- Manufacture antenna mounting brackets for centrally controlled irrigation system and mount at all existing irrigation controller sites.
- Remove washed out bridge from Orangevale Community Park.
- Schedule resurfacing of playgrounds at; Norma Hamlin Park, Almond Park, Pecan Park, and Orangevale Community Park.
- Identify specific circuit causing parking lot lights problem at Orangevale Community Center Park.

- Meet with Sacramento Tree Foundation and Final 9 Sports to plan tree planting event for disc golf course on October 14th.
- Research tree watering options to ensure success of trees to be planted at the disc golf course.
- Research water tank options to ensure success of trees to be planted at the disc golf course.
- Research protective staking necessary to ensure the success of trees to be planted at the disc golf course.
- Remove old broken fence at Almond Park along Almond Ave., instigate construction of replacement fence. Coordinate volunteers (Almondale Academy) to paint/stain fence after completion.
- Meet with San Juan Unified School District Plumbing division to devise and execute plan to protect backflow prevention device at Coleman.
- Repairs made to small mower trailer.
- Coordinate and execute installation of radios and ethernet connection to get centrally controlled irrigation system communicating.
- Order parts and repair drive mechanisms on Toro walk behind mower.
- Repair blade drive mechanism on Kubota F3060 mower.
- Turn Horse Arena in preparation for Horse Show event.
- Plan, coordinate, and execute 2 Sheriff's Work Project events in which mulched areas were recovered to maintain appearances, as well as filling in low spots due to gopher burrows and removed trees.
- Research new hazardous materials containment options for shop as well as truck carrying diesel fuel.
- Aide Rory (Exclusive Exteriors) in identifying where drains will need to be placed in dog park at Pecan Park. Coordinate date to have work done, post signage to give public 2 weeks notice, of impending date of closure for work to be completed.
- Research pedestal grills for replacement of grill at Family Picnic Shelter (Oak & Filbert), as well as for new picnic area as well as existing picnic area at Almond Park.

STAFF REPORT



DATE: 11-9-17

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: MONTHLY ACTIVITY REPORT – OCTOBER 2017

ADMINISTRATION

- Administrator Foell and Director Stickney attended Supervisor Frost’s monthly meeting.
- Administrator Foell attended the Electric Greenway Kickoff meeting with the City of Citrus Heights staff and other local agencies.
- Administrator Foell and Directors Swenson and Brunberg, conducted a park tour with Supervisor Frost and Chief of Staff Hedges.
- The Orangevale Recreation & Park District with the help of Final 9 Sports and the Shady Oaks Disc Golf Club planted 30 native oak trees on October 14, 2017 at the Orangevale Community Park Shady Oaks Disc Golf Course. Bruce and Jenny Knisley, owners of the Final 9 Sports Disc Golf Pro Shop came up with the planting concept for course sustainability and to enhance the fairways. Trees and stakes were donated by the Sacramento Tree Foundation. OVparks staff assisted by helping organize the planting, pre-digging the holes, and by installing water bags to help insure the long-term success of the trees. Twenty-eight volunteers came out to help plant. Nelson Kirk from the OVparks staff started the day by giving a tree planting demonstration. After the trees were planted and staked, Final 9 Sports sponsored a lunch as a thank you to volunteers and to help celebrate their 20th Anniversary as a business in Orangevale. The years of beauty, shade, and oxygen will be enjoyed by Orangevale residents and visitors for decades to come. Many thanks to everyone that contributed to the successful planting.
- An additional eight trees donated by the Sacramento Tree Foundation were planted at Kidz Korner and the Youth Center by District staff.
- Administrator Foell participated in a CARPD legislative conference call.
- Administrator Foell met with an ADA consultant regarding the path of travel project at the Orangevale Community Center.

RECREATION

- Supervisor Bain and Specialist Clark attended the California Aquatic Management School.

October Activities	Enrollment	Attendance	Gross Revenue
Classes			
Aikido Teen/Adult	6		\$ 927.00
Aikido Youth	8		\$ 570.00
Ballet - Baby	4		\$ 160.00
Ballet - Pre Ballet	7		\$ 289.00
Dance - East Coast Swing	2		\$ 80.00
Dance - West Coast Swing	1		\$ 40.00
Jazzercise		300	
Jujitsu	3		\$ 159.00
Karate - Preschool	2		\$ 273.00
Karate - SA Shotokan	5		\$ 642.00
Kids Ninja	1		\$ 100.00

Middle School Basketball Carnegie	141		\$ 14,603.00
Mosaic Design	2		\$ 80.00
Pee Wee Basketball	6		\$ 288.00
Self Care Yoga	21		\$ 933.00
Tai-Chi Chuan	1		\$ 43.00
TwirlSport Cheer	5		\$ 206.00
TwirlSport Tumbling	10		\$ 409.00
Ukulele	52		\$ 52.00
Classes Sub Total	277	300	\$ 19,854.00
Events			
Family Fright Night		500	\$ 250.00
Events Sub Total	0	500	\$ 250.00
SENIORS			
Bridge	64		\$ 64.00
Kayaking for Boomers 50+	2		\$ 138.00
M.O.V.E. mid day movie		7	
Senior Lunches		118	
Seniors Sub Total	66	125	\$ 202.00
Trips			
Fleet Week Airshow & Brunch	5		\$ 875.00
Trips Sub Total	5	0	\$ 875.00
GRAND TOTAL			
	348	925	\$ 21,181.00

October Gross Revenue Recap – October OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$30,499, \$2,499 over the projected amount. October recreation revenue came in at \$24,343, \$3,343 over the projected amount and facility revenue in came in at \$6,156, \$844 under 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 October.*

PROGRAM HIGHLIGHTS

- Fright Night Movie had over 30 local businesses participate
- Self Care Yoga started with 21 students
- Middle school Basketball has 15 teams

UPCOMING EVENTS

- November 17 & 18 – Holiday Craft Fair
- December 1 – Orangevale Community Tree Lighting
- January 1 – Polar Bear Plunge

SECURITY

**Fulton-El Camino Park District Police Department
Monthly Status Report for: Orangevale Recreation and Park District
Reporting Period: 10/01/2017 to 10/31/2017
(Report not completed in time for submission)**

PARKS

- General: Routine maintenance at all sites including mowing, trash detail, edging, blowing, etc.
- Weekly sanitation routine at dog park located at Pecan Park.
- Weekly sanitation routine at all picnic areas to prepare for, and follow up from rentals.
- Daily sanitation routine for all restrooms located at Pecan Park, Disc Golf, Horse Arena, as well as Oak & Filbert.
- Weekly (for the first ½ of the month, then every other week) mowing at all groomed sites.
- Monthly playground inspections at all sites. (Orangevale Community Park, Norma Hamlin Park, Almond Park, Pecan Park, Orangevale Community Center Park)
- Empty all trash receptacles weekly, if not more frequently (due to receptacles noticed to be full, or prior to reservation).
- Replace Pecan Park men's restroom toilet and plumbing due to vandalism.
- Replace fuel pump, alternator, and serpentine belt on 2003 Ford Ranger.
- Remove trash from homeless camps at Sundance Park.
- Complete fence replacement project at Almond Park.
- Utilize Almondale Academy volunteers to start staining new fence at Almond Park.
- Replace water pump and fan belt on Echo Bearcat wood chipper.
- Purchase water tank and tree watering bags for Sacramento Tree Foundation/Shady Oaks Disc Golf Club tree planting day.
- Purchase pedestal grill for picnic areas at Almond Park, as well as Orangevale Community Park.
- Research and purchase wench for disabled vehicle/tractor recovery.
- Installed wench on to Ziemann trailer to use as disabled vehicle recovery trailer.
- Repaired broken driver's door lock on 1997 Chevy Cheyenne 3500.
- Repaired leaky plumbing at Oak & Filbert restroom.
- Replaced or repaired all broken toilet paper dispensers in Orangevale Community Center Park pool restrooms.
- Rental of backhoe from Greenback Rents to prepare holes for tree planting event at disc golf.
- Execution of volunteer based tree planting event at disc golf course.
- Watering weekly and application of starter fertilizing at the second watering of trees planted by volunteers.
- Provide structural support for protective fencing (to be installed by Shady Oaks Disc Golf Club) to protect freshly planted trees from discs, during the course of regular disc golf play.
- Seed Palisades soccer fields with desirable turf grass seeds.
- Replace hazardous slide at Oak & Filbert playground.
- Work with electrician to fix all exterior lighting at Orangevale Community Center.
- Fill in sink hole at Coleman.
- Control ground dwelling bees at Coleman.
- Replace wheel bearings on 1998 Ford Ranger.
- Replace starter motor on 2006 Chevy Silverado 2500HD.
- Inspected and serviced string trimmers.
- Coordinated resurfacing of playgrounds at Norma Hamlin Park, Pecan Park, and Oak & Filbert.
- Prepared Coleman light tower for Trunk or Treat event at the Orangevale Community Center Park.
- Repaired door for little library at Oak & Filbert.
- Replaced irrigation control valve at Orangevale Community Center Park soccer field.
- Seeded both Coleman soccer fields.

- Worked with Head Custodian (Danny R.) to rewire microphone jacks on auditorium sound system at Orangevale Community Center.
- Lighting repaired at disc golf course restrooms
- Installed 10 recycled rubber wheel stops in the north section of the parking lot at Pecan Park.
- Repaired tailgate handle on 2006 Chevrolet Silverado 2500HD.
- Replaced fuel pump inertia switch on 2003 Ford Ranger.
- Prepared parking lot for Trunk or Treat event.
- Seeded Oak & Filbert soccer field.
- Planned for, prepared sites for, and planted 8 trees donated by Sacramento Tree Foundation at Youth Center Park and Kids Korner Preschool.
- Seeded Orangevale Community Center Park soccer field.
- Patched over hole vandals are trying to break into women's restroom at Pecan Park.
- Replaced engine knock sensors on 2005 Chevrolet Silverado 2500HD.
- Replaced broken turn/brake lights, and plug on small trailer.
- Spot leveling work completed on the soccer field at Orangevale Community Center Park.
- Irrigation head repairs at Orangevale Community Center Park, and Youth Center Park.
- Chipped tree limbs to make mulch to spread at Shady Oaks Disc Golf practice holes and where muddy conditions are apparent around Hole 1.
- Repaired tripping hazard created by eroded expansion joint at Family Picnic Area at Orangevale Community Park Oak & Filbert.
- Repaired cargo net climber at Oak & Filbert playground.
- Replaced Family Picnic Area BBQ at Oak & Filbert.
- Planned, prepared for, and executed fall safety meeting.
- Repaired women's restroom door at Orangevale Community Park Horse Arena.
- Cleared tributary creek to Linda Creek throughout Orangevale Community Park (from Filbert Ave. through to the Shady Oaks Disc Golf Course) in preparation for winter rain storm events.
- Began trimming trees in Orangevale Community Center Park north parking lot.

STAFF REPORT



DATE: 11-9-17

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVAL OF AGREEMENT FOR EXCHANGE OF REAL PROPERTY TO EFFECTUATE A BOUNDARY LINE ADJUSTMENT AND RESOLUTION 17-11-589, AUTHORIZING PROPERTY EXCHANGE BETWEEN ORANGEVALE RECREATION & PARK DISTRICT AT 6550 FILBERT AVENUE/ORANGEVALE SPORTS FIELD, AND GREEN OAKS FUNDAMENTAL SCHOOL/ORANGEVALE COMMUNITY PARK

RECOMMENDATION

Adopt the attached Resolution Number 17-11-589 that:

1. Approves the Agreement for Exchange of Real Property Between San Juan Unified School District (SJUSD) and Orangevale Recreation and Park District (ORPD), and authorizes the District Administrator to sign said Agreement, which provides for SJUSD's conveyance of approximately 42,639 square feet of real property to ORPD at the Green Oaks Fundamental School site and ORPD's conveyance of approximately 42,636 square feet of real property to SJUSD at the Orangevale Sports Field site as an exchange of real property by lot line adjustment; and
2. Authorizes the District Administrator of ORPD and Director of Planning and Property Management of SJUSD to record Grant Deeds executed by both parties for the portions of property conveyed, and, if necessary, apply for a lot line adjustment through the Sacramento County Planning and Community Development Department;
3. Authorizes the District Administrator to determine if any actions and/or environmental assessments are required by the California Environmental Quality Act ("CEQA") with respect to the exchange of real property and lot line adjustment;
4. Authorizes the District Administrator to sign other ancillary documents as required, and to do and perform everything necessary to carry out the purpose of the Resolution.

BACKGROUND

The District has been discussing lot line adjustments with the San Juan Unified School District (SJUSD) at two sites where ORPD and SJUSD properties intersect. The District would acquire from the SJUSD approximately 42,639 square feet of real property from SJUSD at the Orangevale Community Park border with Green Oaks Elementary School. The school/park fence currently delineating the two properties will remain in its present location and will become the new property line. SJUSD will acquire approximately 42,636 square feet of real property from the District along the school/park border at 6550 Filbert Avenue. Both agencies

feel that this property exchange is in the public's best interest as it will allow District special events and soccer programs to be staged exclusively on ORPD property.

SJUSD and Orangevale Recreation and Park District (ORPD) have cooperated when necessary for use of each other's facilities. ORPD has approached the SJUSD on multiple occasions to discuss the acquisition of approximately 42,639 square feet of property at Green Oaks Fundamental School (the "Green Oaks Property"). The strip of land is beyond the School's existing west fence which has been in the same location since inception, and is bounded on the east by Orangevale Community Park. This strip of land is used on a regular basis by ORPD for a community soccer field and in support of large scale community events such as Pow Wow Days and Wolf Fest. Use of the SJUSD property is approved via its Use of Facilities process and pursuant to the terms of the Joint Use Agreement. In that this property is SJUSD property the District must abide by SJUSD rules and regulations, including not allowing any alcohol consumption on the property. This has become an issue with respect to special community events such as Pow Wow Days and Wolf Fest. This real property exchange will adjust the property line so that it allows ORPD to manage its recreational facilities within its own property boundary.

ORPD engaged Warren Consulting Engineers to prepare exhibits outlining the property involved and prepare the necessary legal descriptions. The proper legal descriptions will be attached to the Agreement as outlined therein.

Government Code Section 66428(a)(2) exempts exchanges of property between governmental entities from the Subdivision Map Act so it should not be required to have the County of Sacramento approve the lot line adjustments. However, if the County Recorder refuses to record the Grant Deeds, it may be necessary to obtain additional documentation from the Sacramento Planning and Community Development Department. With respect to the California Environmental Quality Act ("CEQA"), minor lot lines are categorically exempt pursuant to CEQA Guidelines Section 15305(a). District staff will prepare the necessary CEQA documentation in that regard.

The Agreement for Exchange of Real Property provides a right of first refusal for each party in the event the real property is no longer needed by the owning party.

It is estimated that the escrow fees will not exceed \$1,300.00, which will be the responsibility of the District. This will include the cost of title insurance for each party with respect to the transferred property.

The proposed property exchange will be presented to the SJUSD Board of Education for approval in the event this Board of Directors approves the exchange. If approved by both Boards, the Agreement will be executed by the authorized persons.

Exhibits depicting the proposed exchanges are attached to the proposed Resolution.

RECOMMENDED MOTION

I move we approve the Agreement for Exchange of Real Property Between San Juan Unified School District and Orangevale Recreation and Park District and Resolution Number 17-11-589 Authorizing Orangevale Recreation and Park District To Finalize An Exchange Of Real Property With The San Juan Unified School District By Lot Line Adjustment Affecting Orangevale Recreation And Park District Real Property Known As Orangevale Community Park And Orangevale Sports Fields (Assessor Parcel Numbers 213-005-013 And 223-022-015, Respectively)



RESOLUTION NO. 17-11-589

RESOLUTION AUTHORIZING ORANGEVALE RECREATION AND PARK DISTRICT TO FINALIZE AN EXCHANGE OF REAL PROPERTY WITH THE SAN JUAN UNIFIED SCHOOL DISTRICT BY LOT LINE ADJUSTMENT AFFECTING ORANGEVALE RECREATION AND PARK DISTRICT REAL PROPERTY KNOWN AS ORANGEVALE COMMUNITY PARK AND ORANGEVALE SPORTS FIELDS (ASSESSOR PARCEL NUMBERS 213-005-013 AND 223-022-015, RESPECTIVELY)

WHEREAS, the Orangevale Recreation and Park District, a political subdivision of the State of California ("ORPD") and the San Juan Unified School District, a political subdivision of the State of California ("SJUSD") have historically cooperated with respect to use of each other's properties which mutually benefits SJUSD, ORPD and the public; and

WHEREAS, SJUSD and ORPD desire to exchange approximately 42,639 square feet of real property owned by SJUSD at the school site known as Green Oaks Fundamental School (Assessor Parcel Number 213-005-002), with approximately 42,636 square feet of real property owned by ORPD (Assessor Parcel Number 223-022-015) which is known as the Orangevale Sports Field to accommodate the needs of the parties in the provision of services to the public; and

WHEREAS, the proposed boundary line adjustment will reconfigure SJUSD's school parcels known as Green Oaks Fundamental School, Assessor Parcel Number 213-005-002, that is adjacent to Orangevale Community Park, and the school site at the corner of Central and Filbert Avenues, Assessor Parcel Number 223-022-015, that is adjacent to the Orangevale Sports Field, and will reconfigure ORPD's real property known as Orangevale Community Park, Assessor Parcel Number 213-005-013, and Orangevale Sports Field, Assessor Parcel Number 223-022-015) that is the Orangevale Sports Fields; and

WHEREAS, property descriptions for the property after the adjustment of the boundary lines have been prepared by Warren Consulting Engineers and are attached to the proposed Agreement for Exchange of Real Property (the "Agreement"), as well as legal descriptions for the property being conveyed by the parties; and

WHEREAS, Exhibit A accurately depicts the property lines for Green Oaks Fundamental School and Orangevale Community Park

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



after the exchange of real property, and Exhibit B accurately depicts the property lines for SJUSD property at Central and Filbert Avenues and Orangevale Sports Fields after the exchange of real property.

WHEREAS, the portion of Green Oaks Fundamental School property being exchanged by SJUSD to ORPD is adjacent to the Orangevale Community Park and used regularly for ORPD sports programs as well as community events such as Pow Wow Days and Wolf Fest; and

WHEREAS, extending the boundary line for the Orangevale Community Park as proposed by the property exchange will facilitate planning of events held in Orangevale Community Park in that the District is required to expend resources in ensuring that no alcohol is consumed on that portion of Parcel A needed for certain events; and

WHEREAS, moving the boundary line for the Orangevale Sports Fields as set forth in the proposed Agreement will not impact ORPD community events and/or recreational programs; and

WHEREAS, the lot line adjustments being effectuated by this Agreement are exempt from the requirements of the Subdivision Map Act pursuant to California Government Code Sections 66412(d) and 66428(a)(2) in that both parties to this Agreement are public agencies and no additional parcels are being created; and

WHEREAS, the proposed exchange of property will be advantageous to both Districts with respect to the use of the respective properties, and will be in the best interests of both Districts and the general public.

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

1, The Agreement for Exchange of Real Property setting forth the terms and agreements for the property exchange of 42,639 square feet of real property owned by SJUSD which is currently part of Green Oaks Fundamental School, for 42,636 square feet of real property owned by ORPD which is currently part of Orangevale Sports Field as more particularly depicted in Exhibits A and B is hereby approved and the District Administrator is hereby authorized to sign said Agreement on behalf of ORPD after approval by the SJUSD Board of Education.

2. The Board of Directors understands that this Agreement is also subject to review and approval by the SJUSD Board of Education.

3. The District Administrator is authorized to take any and all actions necessary to effectuate the proposed boundary line adjustments with the cooperation of SJUSD, including any approvals by the County of Sacramento; to determine if any actions and/or environmental assessments are required by the California Environmental Quality Act ("CEQA") with respect to the exchange of real property and lot line adjustment; and to ensure the accuracy of the various exhibits prior to final execution of the Agreement for Exchange of Real Property.

4. The District Administrator is authorized to sign other ancillary documents as required, and to do and perform everything necessary to carry out the purpose of this Resolution.

5. This Resolution is effective as of the date it is adopted.

On motion made by Director _____ and seconded by Director _____, the foregoing Resolution was passed and adopted by the Board of Directors of the Orangevale Recreation and Park District this 9th day of November, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

CHAIR, BOARD OF DIRECTORS

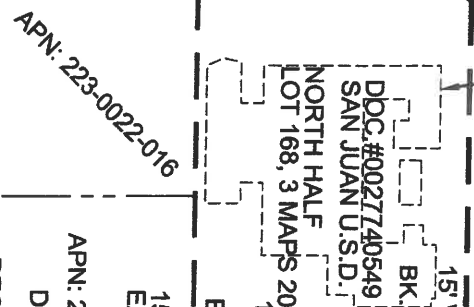
SECRETARY OF THE BOARD

EXISTING BUILDING FOOTPRINT (TYPICAL)

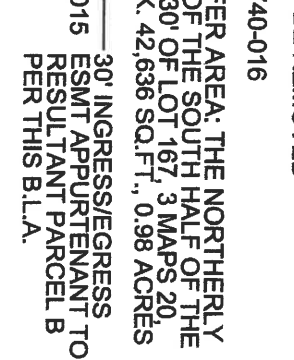
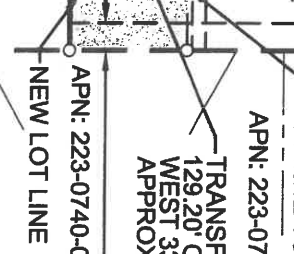
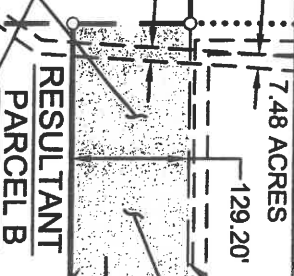
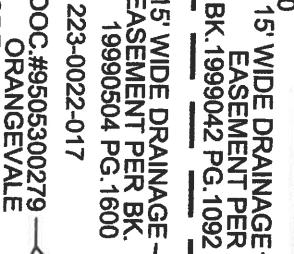
CENTRAL AVENUE

AVENUE

FILBERT AVENUE



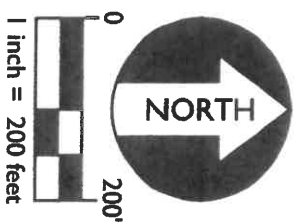
RESULTANT PARCEL A



15' WIDE IRRIGATION EASEMENT PER BK. 19990303 PG. 1959
 15' WIDE DRAINAGE EASEMENT PER BK. 1999042 PG. 1092
 15' WIDE DRAINAGE EASEMENT PER BK. 19990504 PG. 1600
 DOC. #9505300279 ORANGEVALE RECREATION/PARK DISTRICT
 DRAINAGE EASEMENT BK. 19981013 PG. 1104
 APN: 223-0022-013

APN: 223-0740-008
 APN: 223-0740-009

APN: 223-0740-010
 APN: 223-0740-014
 APN: 223-0740-015



FILENAME: i:\16-147 SURVE\DWG\16-147-17B\LA2.DWG PLOTTED: Thursday, September 07, 2017



WARREN CONSULTING ENGINEERS, INC.
 1117 WINDFIELD WAY, SUITE 110
 EL DORADO HILLS, CA 95672 (916)985-1870

Title: Exhibit B

SAN JUAN UNIFIED SCHOOL DISTRICT
 (FILBERT-CENTRAL SCHOOL PROPERTY)
 AND
 ORANGEVALE REC. PARK DISTRICT
 (ORANGEVALE SPORTS FIELD PROPERTY)
 ORANGEVALE, SACRAMENTO CO., CALIFORNIA

Job No: 16-147
 Scale: 1"=200'
 Date: 8/31/16

Sheet No. 1

AGREEMENT FOR EXCHANGE OF REAL PROPERTY

BETWEEN

**SAN JUAN UNIFIED SCHOOL DISTRICT
AND
ORANGEVALE RECREATION AND PARK DISTRICT**

PREAMBLE

This Agreement for Exchange of Real Property (“Agreement”) is entered into as of _____, 2017 (“Effective Date”), between the San Juan Unified School District, a California Public School District (“School District”), and the Orangevale Recreation and Park District, a political subdivision of the State of California formed and operating pursuant to the provisions of Public Resources Code Section 5780, et seq. (the “Park District”) on the terms and conditions, which follow.

RECITALS

WHEREAS, the School District is the owner in fee simple of certain real property located at Central and Filbert Avenues, Assessor Parcel Number 223-0022-015 in the County of Sacramento, California, (hereinafter “the Central/Filbert Avenues School Property”), and Park District owns real property adjacent thereto, Assessor Parcel Number 223-0022-014, which is known as Orangevale Sports Fields (hereinafter “Orangevale Sports Fields Property”); and

WHEREAS, the Park District is the owner in fee simple of certain real property, Assessor Parcel Number 213-005-0013, in the County of Sacramento, California, known as a Orangevale Community Park (hereinafter “Orangevale Community Park Property”) which is adjacent to the school site known as Green Oaks Fundamental School, Assessor Parcel Number 213-005-002, owned by School District (hereinafter “Green Oaks School Property”); and

WHEREAS, Park District has a need to extend the boundary line of the Orangevale Community Park Property by approximately 42,639 square feet for the operation of Park District’s recreational programs, which property is beyond the current fence line of the Green Oaks Fundamental School and is not currently being utilized by the School District; and

WHEREAS, in consideration for the conveyance of said 42,639 square feet of the Green Oaks School Property (“School District Exchange Property”) to extend the boundary line for the Orangevale Community Park Property, Park District is willing to convey approximately 42,636 square feet of the Orangevale Sports Fields Property (“Park District Exchange Property”) to extend beyond the lot line of the Central/Filbert Avenues School Property, which exchange will be useful to the School District in the planning for the Central/Filbert Avenues School Property; and

WHEREAS, School District is empowered to exchange real property, upon such terms and conditions as the School District finds acceptable, under California Education Code sections 17536 and 17537; and

WHEREAS, Park District is empowered to exchange real property, upon such terms and conditions as the Park District finds acceptable pursuant to California Public Resources Code Section 5786.1; and

WHEREAS, legal descriptions for the proposed new parcels of real property that will be created by the property exchange have been prepared by Warren Consulting Engineers, more particularly described in Exhibit A-1 describing the revised boundaries for the Green Oaks School Property (Assessor's Parcel Number 213-005-002), Exhibit A-2 describing the revised boundaries of the Orangevale Community Park Property (Assessor's Parcel Number 213-005-0013), Exhibit A-3 describing the revised boundaries for the Central/Filbert Avenues School Property (Assessor's Parcel Number 223-022-015), and Exhibit A-4 describing the revised boundaries for the Orangevale Sports Field Property (Assessor's Parcel Number 223-022-014), all of which are attached hereto and made a part hereof; and

WHEREAS, diagrams depicting the revised parcels after adjustment of the boundary lines have been prepared by Warren Consulting Engineers and are attached hereto as Exhibits C-1 and C-2 and made a part hereof; and

WHEREAS, the lot line adjustments being effectuated by this Agreement are exempt from the requirements of the Subdivision Map Act pursuant to California Government Code Sections 66412(d) and 66428(a)(2) in that both parties to this Agreement are public agencies and no additional parcels are being created; and

WHEREAS, the parties believe that a property exchange of those portions of the School District Exchange Property and Park District Exchange Property as described above would be in the best interest of both parties and in the public's best interest; and

NOW, THEREFORE the parties agree as follows:

TERMS, CONDITIONS. AND COVENANTS

ARTICLE I DEFINED TERMS

For the purpose of this Agreement, the terms set forth below have the following meanings:

1.01 Escrow. "Escrow" means that escrow to be opened with Escrow Holder pursuant to section 5.01 below.

1.02 Escrow Holder. "Escrow Holder" means [TITLE COMPANY], [Address], [City], California [ZIP], telephone no. (530) ____ - ____, facsimile no. (530) ____ - _____. The Escrow Officer is _____.

1.03 Escrow Instructions. "Escrow instructions" mean (a) the provisions of this Agreement requiring any action by, or compliance on the part of, Escrow Holder, (b) escrow instructions known as "general provisions" which are pro forma escrow instructions of Escrow Holder (to the extent such escrow instructions do not conflict with the escrow instructions specifically set forth in this Agreement) and (c) any other supplemental instructions as may from

time-to-time hereafter be signed and delivered by the parties to the Escrow Holder. In the event of any conflict between this Agreement and the “general provisions” of the Escrow Holder’s pro forma escrow instructions, the escrow instructions contained in this Agreement will govern.

1.04 Preliminary Title Reports. “Preliminary Title Reports” means those Preliminary Title Reports to be prepared by the Title Company pursuant to section 4.03 below and which then will be attached hereto as **Exhibits D-1 and D-2.**

1.05 School District and Park District Exchange Property. . “School District Exchange Property” means the real property that is described in the legal description set forth in **Exhibit B-1,** consisting of approximately 42,639 square feet that will be added to the Orangevale Community Park Property. “Park District Exchange Property” means the real property that is described in the legal description set forth in **Exhibit B-2,** consisting of approximately 42,636 square feet that will be added to the Central/ Filbert Avenues School Property

1.06 Title Company. “Title Company” means [TITLE COMPANY].

1.07 Title Policies. “Title Policies” means owner’s policies of title insurance, CLTA Standard Coverage Policy, issued by the Title Company in the amounts shown in section 5.11 below.

1.08 Total Consideration. “Total Consideration” means the consideration set forth in Section 2.02 below, for the conveyance of the Park District Exchange Property to the School District and for the conveyance of the School District Exchange Property to the Park District.

ARTICLE II EXCHANGE AGREEMENT

2.01 Exchange. Subject to the terms and provisions of this Agreement, Park District agrees to convey the Park District Exchange Property to the School District in exchange for the School District Exchange Property and the School District agrees to convey the School District Exchange Property to the Park District in exchange for the Park District Exchange Property. The conveyances include all right, title and interest in and to the Park District Exchange Property and the School District Property, respectively.

2.02 Total Consideration. The Total Consideration for the conveyance of the Park District Exchange Property consists of the School District Exchange Property and the performance of the terms and conditions of this Agreement. The Total Consideration for the conveyance of the School District Exchange Property consists of the Park District Exchange Property and the performance of the terms and conditions of this Agreement. Except as to escrow costs and any costs that may be incurred in order to provide clear title in accordance with Article IV below, there will be no cost to either the Park District or the School District in connection with the conveyance of the respective properties hereunder.

2.03 Right of First Refusal. If either Party elects to sell or otherwise transfer the whole or any portion of property acquired pursuant to this Agreement (“Transferring Party”), the other party (“Non-Transferring Party”) shall have the right of first refusal to purchase that property or portion thereof. The Transferring Party shall provide written notice of such intent to sell or transfer the property to the Non-Transferring Party at least sixty (60) days prior to entering into any agreement

to sell or transfer the property. At the election of the Non-Transferring Party, the Parties shall engage in good faith negotiations based upon the then present fair market value of the property. If negotiations do not conclude within sixty (60) days or if the Non-Transferring Party does not elect to enter into negotiations, the Non-Transferring Party will be deemed to have waived its right of first refusal to purchase the property or any portion thereof.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.01 Park District's Representations and Warranties. Park District covenants, represents and warrants the following:

(a) Full Authority to Convey All Interest in the Park District Exchange Property. Park District has the full right, power, and authority to execute this Agreement, and related title documents, has the full right, power, and authority to perform all of the obligations hereunder, and has the full right, power and authority to dispose of or otherwise convey the Park District Exchange Property as described herein. Park District represents that it has secured, or will secure before Close of Escrow, all appropriate consents that are necessary to consummate the Agreement, if any. The Title Company will satisfy itself that the Park District has full right, power and authority to execute this Agreement and to convey all right, title and interest set forth herein.

(b) Compliance with Applicable Law and No Pending Litigation Against the Park District Exchange Property. To the best of Park District's actual knowledge, there is no violation of federal, state, or local law, code, ordinance, rule, regulation or requirement, nor is there any pending or threatened litigation in connection with the Park District Exchange Property which would prohibit the conveyance of the Park District Exchange Property or prohibit the development of the Park District Exchange Property for the School District's intended purposes.

(c) No liens Securing Payment or Other Obligations on Park District Exchange Property. Park District warrants that the Park District Exchange Property is not encumbered, or will not be encumbered by the time of Close of Escrow, by liens securing payment or other obligations which, if not performed, would entitle a third party or entity to foreclose on the Park District Exchange Property as collateral.

(d) No Hazardous Waste on Park District Exchange Property. To Park District's actual knowledge, (1) the Park District Exchange Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Park District Exchange Property, including but not limited to soil and groundwater conditions, and (2) neither Park District nor any other persons have used, generated, manufactured, stored or disposed of on, under or about the Park District Exchange Property or transported to or from the Park District Exchange Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials ("Hazardous Substances"). For the purpose of this Agreement, Hazardous Substances include, without limitation, oil, natural gas or other petroleum or hydrocarbon substances; substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes" or "restricted hazardous wastes" or stated to be known to cause cancer or reproductive toxicity under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et. seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the

Federal Water Pollution Control Act, 33 U.S.C. Section 1317, et seq.; the California Hazardous Substance Act, Health & Safety Code Sections 28740, et seq.; the California Hazardous Waste Control Act, Health & Safety Code Sections 25100, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health & Safety Code sections 24249.5, et seq.; the Porter-Cologne Water Quality Act, Water Code Sections 1300, et seq.; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws.

3.02 The School District's Representations and Warranties. The School District covenants, represents and warrants the following:

(a) Full Authority to Convey All Interest in the School District Exchange Property. School District has the full right, power, and authority to execute this Agreement, and related title documents, has the full right, power, and authority to perform all of the obligations hereunder, and has the full right, power and authority to dispose of or otherwise convey the School District Exchange Property as described herein. School District represents that it has secured, or will secure before Close of Escrow, all appropriate consents that are necessary to consummate the Agreement, if any. The Title Company will satisfy itself that the School District has full right, power and authority to execute this Agreement and to convey all right, title and interest set forth herein.

(b) Compliance with Applicable Law and No Pending Litigation Against the School District Exchange Property. To the best of School District's actual knowledge, there is no violation of federal, state, or local law, code, ordinance, rule, regulation or requirement, nor is there any pending or threatened litigation in connection with the School District Exchange Property which would prohibit the conveyance of the School District Exchange Property or prohibit the development of the School District Exchange Property for Park District's intended purposes.

(c) No liens Securing Payment or Other Obligations on School District Exchange Property. School District warrants that the School District Exchange Property is not encumbered, or will not be encumbered by the time of Close of Escrow, by liens securing payment or other obligations which, if not performed, would entitle a third party or entity to foreclose on the School District Exchange Property as collateral.

(d) No Hazardous Waste on School District Exchange Property. To School District's actual knowledge, (1) the School District Exchange Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the School District Exchange Property, including but not limited to soil and groundwater conditions, and (2) neither School District nor any other person has used, generated, manufactured, stored or disposed of on, under or about the School District Exchange Property or transported to or from the School District Exchange Property any Hazardous Substances as defined in Section 3.01(d) above.

ARTICLE IV CONDITIONS PRECEDENT

The obligations of the School District and the Park District to complete this transaction pursuant to this Agreement are subject to the satisfaction, at or before the Close of Escrow, of the conditions contained herein. The School District and Park District agree that each party will, in good faith, endeavor to remove all said contingencies and conditions which are within the control of

the respective party. The following are conditions precedent to the performance of the Agreement:

4.01 Condition that Closing Costs be Deposited in Escrow. Performance of this Agreement is conditioned on the deposit into escrow by the Park District of all of the title and escrow costs, fees, and charges necessary to complete the exchange of properties contemplated under this Agreement, under the following schedule: within ten (10) days of demand by the Escrow Holder, Park District will deposit funds with the Escrow Holder sufficient to defray all of said costs, fees, and charges.

4.02 Conveyance of Good Title. Except as otherwise provided, each party will convey good and marketable title to its property by Grant Deed free and clear of all debts, liens, assessments and encumbrances, unless specifically allowed or permitted by section 4.03.

4.03 Title Review. As soon as possible, but in no event later than five (5) days after the Effective Date of this Agreement, Escrow Holder shall (a) provide the School District with a preliminary report issued by the Title Company as to the title condition of the Park District Exchange Property, along with copies of all underlying title exception documents and a map of plotted easements, and (b) provide Park District with a preliminary report issued by the Title Company as to the title condition of the School District Exchange Property, along with copies of all underlying title exception documents and a map of plotted easements (the "Property Title Reports"). Each party then has thirty (30) days thereafter (the "Title Review Deadline") to approve or disapprove the status of title to the respective property it will be receiving hereunder. If before the Title Review Deadline a party disapproves of any of the exceptions to title shown in the Title Report or any land survey ("Disapproved Title Exceptions") by giving written notice of its disapproval to Escrow Holder and the other party, then within two weeks after the Title Review Deadline the other party shall notify the first party of those Disapproved Title Exceptions that the other party expects to be absent from the Title Policy, as defined below (the "Removable Exceptions"). In any event, any mortgages and deeds of trust, liens to secure debts, taxes or assessments (whether delinquent or not), any special taxes, or other financing or monetary encumbrances on either of the exchange properties are deemed Disapproved Title Exceptions and Removable Exceptions, and need not be identified on any notices under this paragraph. By written notice to Escrow Holder and the other party within one week after the Party's receipt of a notice described in the preceding sentence, either party may terminate this Agreement if any Disapproved Title Exceptions are not included in the Removable Exceptions, in which case the party that has been unable or unwilling to remove a Disapproved Title Exception must pay any escrow cancellation fees.

4.04 Miscellaneous Conditions. The following are also conditions precedent to the Close of Escrow, which must be satisfied before the Close of Escrow can occur:

(a) The School District's Governing Board will have accepted and ratified this Agreement.

(b) The Park District's Governing Board will have accepted and ratified this Agreement

(b) The Title Company will be prepared to issue Title Policies in the names of the respective parties for marketable title, free of restrictions, liens, and encumbrances except as to those restrictions, liens, and encumbrances specifically allowed by or otherwise approved in writing pursuant to section 4.03 above.

ARTICLE V
ESCROW PROVISIONS

5.01 Escrow. The transfer of documents contemplated herein for the exchange of the properties will be effected through the Escrow.

5.02 Escrow Closing Costs. Park District shall be responsible for all title and escrow costs, fees, and charges necessary to complete the exchange of properties contemplated under this Agreement.

5.03 Conditions to Close of Escrow. The following are conditions precedent to the Close of Escrow (*i.e.*, the transfer of the properties), which can be waived only by written waiver executed by Park District or the School District as applicable:

(a) The School District will have deposited with the Escrow Holder all of the items required of it under this Agreement;

(b) The School District will not be in breach or default of any provision herein;

(c) The School District's warranties and representations as set forth herein are true as of the Close of Escrow;

(d) Park District will have deposited with Escrow Holder all of the items required of it under this Agreement. Park District shall deposit all title and escrow costs, fees and charges necessary to complete the exchange of properties contemplated under this Agreement;

(e) Park District will not be in breach or default of any provision herein;

(f) Park District's warranties and representations as set forth herein are true as of the Close of Escrow;

(g) The Title Company will be committed to issue and will issue as of the Close of Escrow the Title Policies without the exceptions noted or objected to by the parties as set forth in this Agreement.

5.04 Park District's Deliveries to the Escrow Holder. On or before the Close of Escrow, Park District will deliver, or cause to be delivered, to the Escrow Holder, the following:

(a) A grant deed or deeds to the Park District Exchange Property in a form approved by the Title Company;

(b) A certificate of acceptance pursuant to section 27281 of the California Government Code, substantially in the form attached as Exhibit E-1; and

(c) Such other documents as, in the opinion of the Escrow Holder, are required from Park District to carry out the provisions of this Agreement.

5.05 The School District's Deliveries to the Escrow Holder. On or before the Close of Escrow, the School District will deliver, or cause to be delivered, to the Escrow Holder, the following:

(a) A grant deed or deeds to the School District Exchange Property in a form approved by the Title Company.

(b) A certificate of acceptance pursuant to section 27281 of the California Government Code, substantially in the form attached as Exhibit E-2; and

(c) Such other documents as, in the opinion of the Escrow Holder, are reasonably necessary to carry out the provisions of this Agreement.

5.06 Close of Escrow. Escrow for the School District Exchange Property and the Park District Exchange Property shall close upon the recordation of the grant deeds in accordance with the terms and conditions hereof ("Close of Escrow"). Close of Escrow will occur within ten (10) days after the Title Review Deadline, or as extended by mutual written agreement of the parties. The School District and Park District will exercise due diligence to fulfill the conditions precedent necessary to close escrow as soon as possible. In any event, the Close of Escrow shall only occur after all conditions set forth in the Agreement have been satisfied or waived.

5.07 Failure to Close Escrow. If the School District or Park District determines that all conditions set forth in this Agreement for the Close of Escrow cannot be met, then this Agreement may be terminated and the escrow cancelled. The School District or Park District will provide written notice to the other party and the Escrow Holder of such termination and cancellation. If the termination and cancellation is through no fault of the other party, then the terminating party will pay any escrow cancellation charges. Parties agrees that this sum will fully compensate the non-terminating party for any and all damages related to the termination of this Agreement and cancellation of the escrow and hereby waives any and all claims for additional compensation in connection therewith.

5.08 The Escrow Holder's Duties on the Close of Escrow.

(a) The Escrow Holder will provide the parties, at least 5 days before the Close of Escrow, pro forma closing statements in addition to providing pro forma Title Policies to the parties as provided herein.

(b) The Escrow Holder will give notice to both the School District and Park District at least 5 days before the Close of Escrow of its intention to close escrow 5 days thereafter, and will provide pro forma documents including grant deeds with legal descriptions. Escrow Holder will notify the parties at least 5 days before the Close of Escrow of any other deposits required of them. Escrow Holder will follow up on approval of the grant deed documents and of the pro forma closing statements with the parties at least 5 days before Close of Escrow.

(c) At the Close of Escrow, the Escrow Holder will:

(i) Prepare any preliminary or change of ownership statements as required by law.

(ii) Deliver the Title Policies to the parties.

(iii) Perform such other duties as, in the opinion of the Escrow Holder, are necessary to carry out the terms and provisions of this Agreement.

5.09 Distribution of Escrow Documents. Escrow Holder will deliver and distribute the following documents:

(a) To Park District, a proposed and final closing statement and pro forma policy of title insurance;

(b) To the School District, a proposed and final closing statement and pro forma policy of title insurance;

(d) To the School District and Park District, after recordation, the original of the respective grant deed or deeds and the Title Policies to be mailed to the addresses set forth below.

(e) To the School District and Park District, copies of such other documents, if any, not referenced herein and which are recorded at the Close of Escrow.

5.10 Supplemental Escrow Instructions. The parties agree to execute supplemental escrow instructions to carry out the provisions of this Agreement, provided the supplemental instructions are not inconsistent with this Agreement as written or as it may hereafter be amended.

5.11 Title Insurance. At the Close of Escrow, the Escrow Holder will cause the Title Company to issue the Title Policies for the Park District Exchange Property and the School District Exchange Property to the parties, subject only to those exceptions permitted herein. Before Close of Escrow, the Escrow Holder will provide pro forma Title Policies to the School District and Park District. The Title Policy to be issued to the School District for the Park District Exchange Property shall be for \$_____. The Title Policy to be issued for the School District Exchange Property shall be for \$_____.

ARTICLE VI NOTICES

Any notice, demand, approval, consent, or other communication between the parties will be mailed to the following addressees:

To Park District: Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale, California 95662
Telephone: (916) 988-4373
Facsimile: (916) 988-3496
Attention: Greg Foell, District Administrator

with copy to: McMurchie Law Firm
101 Parkshore Drive, Suite 100
Folsom, CA 95630
Telephone: (916) 983-8000
Attention: Vicki Hartigan

To School District: **San Juan Unified School District**
3738 Walnut Avenue
Carmichael, California 95608
Telephone: (916) 971-7700
Facsimile: _____
Attention: Superintendent

with copy to: **Lozano Smith, LLP**
One Capitol Mall, Suite 640
Sacramento, California 95814
Telephone: (916) 329-7433
Facsimile: (916) 329-9050
Attention: Megan Macy

To Escrow Holder: [TITLE COMPANY]
[Street Address]
[City], California [ZIP]
Telephone: (530) ____ - ____
Facsimile: (530) ____ - ____
Attention: _____

ARTICLE VII MISCELLANEOUS PROVISIONS

7.01 Binding Effect. This Agreement is binding upon the heirs, successors, and assigns of the parties.

7.02 Waiver of Provisions. The waiver by the Park District, or the School District, of any breach by the School District or the Park District, as the case may be, of any term, covenant or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach by the School District or the Park District, as the case may be, of the same or of any other term, covenant or condition contained in this Agreement. Waiver of any provision of this Agreement must be in writing.

7.03 Commissions. The parties represent that they have not engaged any agents or brokers in connection with the transaction that is the subject of this Agreement.

7.04 Further Documents. The parties hereto agree to make, execute and deliver such documents and undertake such other and further acts as may be reasonably necessary or convenient to carry out this Agreement and its purpose and intent.

7.05 Entire Agreement. This Agreement, plus such ancillary agreements as may be executed by the parties in connection with this Agreement, sets forth the entire Agreement between Park District and the School District and supersedes any and all prior negotiations and agreements, written or oral, concerning or relating to the conveyance of the Park District Exchange Property and School District Exchange Property.

7.06 Invalidity of Any Provision. If any provision of this Agreement as applied to either party or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same will in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

7.07 Amendments in Writing. No addition to or modification of any provision contained in this Agreement will be effective unless fully set forth in writing and signed by both parties hereto.

7.08 Time is of the Essence. Time is of the essence in this Agreement and each and every provision hereof. Although time is of the essence in this Agreement, this provision will not cause an automatic forfeiture and will be construed in accordance with traditional principles of equity.

7.09 Governing Law. The laws of the State of California will govern all questions with respect to the construction of this Agreement and the rights and liabilities of the parties.

7.10 Headings. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not to be construed as enlarging or limiting the language following said headings.

7.11 Construction. Whenever the context of this Agreement requires, the singular will include the plural and the masculine, feminine and neuter will include the others. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared this Agreement. This Agreement consists of not only this Agreement but also any and all related documents necessary to consummate the exchange of the Park District Exchange Property and the School District Exchange Property.

7.12 Survival of Warranties and Covenants. All of the covenants, representations and warranties set forth herein which are intended to bind the parties after the vesting of title to the properties will survive the Close of Escrow and delivery of the deed(s).

7.13 Execution in Counterpart. The execution of any document, including this Agreement, may be made in counterpart such that each document, when all signatures are appended together, will constitute a fully executed original or copy thereof.

7.14 Calendar Days. All time limits and related provisions herein will be counted in calendar days unless otherwise specifically provided.

7.15 Exhibits Incorporated by Reference. All Exhibits attached to this Agreement are hereby incorporated into the Agreement by this reference as if set forth in full.

EXECUTION

WHEREFORE, the School District and the Park District, by their signatures below, enter into this Agreement effective on the date shown on page one of this Agreement.

THE PARK DISTRICT:

THE SCHOOL DISTRICT:

ORANGEVALE RECREATION AND
PARK DISTRICT

SAN JUAN UNIFIED SCHOOL DISTRICT

By _____

By _____

ACKNOWLEDGMENT AND ACCEPTANCE

We acknowledge receipt of an original of the foregoing Escrow Instructions and the enclosures listed, and we agree to act as Escrow Holder under the terms and conditions of the instructions.

[TITLE COMPANY]

By _____

Dated _____,

2017

Its: Authorized Officer

LIST OF EXHIBITS

- Exhibit A-1 - Legal Description Resultant Parcel A of Green Oaks School Property Boundary Line Adjustment
- Exhibit A-2 - Legal Description of Resultant Parcel B of Orangevale Community Park Property Boundary Line Adjustment
- Exhibit A-3 - Legal Description Resultant Parcel A Central/Filbert Avenue School Property Boundary Line Adjustment
- Exhibit A-4 - Legal Description Resultant Parcel B ORPD Sports Field Property Boundary Line Adjustment
- Exhibit B-1 - Legal Description Transfer Area From San Juan Unified School District Green Oaks School Property to Orangevale Recreation & Park District Orangevale Community Park Property (“School District Exchange Property”)
- Exhibit B-2 - Legal Description Transfer Area From Orangevale Recreation & Park District to San Juan Unified School District Filbert-Central School Property (“Park District Exchange Property”)
- Exhibit C - 1 Revised Orangevale Community Park Property Boundary Line Diagram
- Exhibit C - 2 Revised Central/Filbert Avenues School Property Boundary Line Diagram
- Exhibit D-1 Preliminary Title Report on Park District Property
- Exhibit D-2 Preliminary Title Report on School District Property
- Exhibit E-1 Park District’s Certificate of Acceptance
- Exhibit E-2 School District’s Certificate of Acceptance

EXHIBIT A-1

**LEGAL DESCRIPTION
RESULTANT PARCEL A OF GREEN OAKS SCHOOL PROPERTY
BOUNDARY LINE ADJUSTMENT**

EXHIBIT A-1

LEGAL DESCRIPTION
RESULTANT PARCEL A OF GREEN OAKS SCHOOL PROPERTY
BOUNDARY LINE ADJUSTMENT

ALL THAT REAL PROPERTY IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 10 NORTH RANGE 7 EAST M.D.M. DESCRIBED AS FOLLOWS:

ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED AND RECORDED IN BOOK 3782 OF DEEDS AT PAGE 232 ON FILE IN THE OFFICE OF RECORDER, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA EXCEPTING THE WESTERLY 76.00 FEET.

PREPARED BY: WARREN CONSULTING ENGINEERS, INC.
1117 WINDFIELD WAY, STE. 110
EL DORADO HILLS, CA 95762

EXHIBIT A-2

**LEGAL DESCRIPTION
RESULTANT PARCEL B OF ORANGEVALE COMMUNITY PARK PROPERTY
BOUNDARY LINE ADJUSTMENT**

EXHIBIT A-2

LEGAL DESCRIPTION
RESULTANT PARCEL B OF ORANGEVALE COMMUNITY PARK PROPERTY
BOUNDARY LINE ADJUSTMENT

ALL THAT REAL PROPERTY IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

PARCEL 2 AS OF SAID PARCEL IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP ENTITLED PORTION OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH RANGE 7 EAST M.D.M., RECORDED IN THE OFFICE OF RECORDER, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA ON OCTOBER 4, 1969 IN BOOK 3 OF PARCEL MAPS PAGE 11.

TOGETHER WITH THE WESTERLY 76.00 FEET OF THAT CERTAIN PARCEL OF LAND RECORDED IN BOOK 3782 OF DEEDS AT PAGE 232 ON FILE IN THE OFFICE OF RECORDER, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

PREPARED BY: WARREN CONSULTING ENGINEERS, INC.
1117 WINDFIELD WAY, STE. 110
EL DORADO HILLS, CA 95762

EXHIBIT A-3

**LEGAL DESCRIPTION
RESULTANT PARCEL A CENTRAL/FILBERT AVENUE SCHOOL PROPERTY
BOUNDARY LINE ADJUSTMENT**

EXHIBIT A-3

LEGAL DESCRIPTION
RESULTANT PARCEL A
CENTRAL/FILBERT AVENUE SCHOOL PROPERTY
BOUNDARY LINE ADJUSTMENT

BEING A PORTION OF LOTS 167 AND 168 OF THE MAP OF ORANGEVALE COLONY ON FILE IN THE OFFICE OF THE RECORDER IN BOOK 3 OF MAPS AT PAGE 20 COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND BEING DESCRIBED AS FOLLOWS:

THE SOUTH ONE-HALF (1/2) OF THE LOT 168 AS SHOWN ON AFORESAID MAP OF ORANGEVALE COLONY TOGETHER WITH THE NORTH ONE-HALF (1/2) OF THE WEST 330.00 FEET OF LOT 167 OF SAID MAP ALSO TOGETHER WITH THE NORTH 129.20 FEET OF THE SOUTH ONE-HALF OF THE WEST 330.00 FEET OF LOT 167.

BASIS OF BEARING FOR THIS DESCRIPTION IS IDENTICAL TO THAT LOT 167 OF THE MAP OF ORANGEVALE COLONY ON FILE IN THE OFFICE OF THE RECORDER IN BOOK 3 OF MAPS AT PAGE 20 COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

END OF DESCRIPTION

PREPARED BY: WARREN CONSULTING ENGINEERS, INC.
1117 WINDFIELD WAY, STE. 110
EL DORADO HILLS, CA 95762

EXHIBIT A-4

**LEGAL DESCRIPTION
RESULTANT PARCEL B ORPD SPORTS FIELD PROPERTY
BOUNDARY LINE ADJUSTMENT**

EXHIBIT A-4

LEGAL DESCRIPTION
RESULTANT PARCEL B
ORPD SPORTS FIELD PROPERTY
BOUNDARY LINE ADJUSTMENT

BEING A PORTION OF LOT 167 OF THE MAP OF ORANGEVALE COLONY ON FILE IN THE OFFICE OF THE RECORDER IN BOOK 3 OF MAPS AT PAGE 20 COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND BEING DESCRIBED AS FOLLOWS:

THE SOUTH ONE-HALF (1/2) OF THE WEST 330.00 FEET OF LOT 167, AS SAID LOT IS SHOWN ON AFORESAID MAP OF ORANGEVALE COLONY EXCEPTING THERE FROM THE NORTHERLY 129.20 FEET

BASIS OF BEARING FOR THIS DESCRIPTION IS IDENTICAL TO THAT LOT 167 OF THE MAP OF ORANGEVALE COLONY ON FILE IN THE OFFICE OF THE RECORDER IN BOOK 3 OF MAPS AT PAGE 20 COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

END OF DESCRIPTION

PREPARED BY: WARREN CONSULTING ENGINEERS, INC.
1117 WINDFIELD WAY, STE. 110
EL DORADO HILLS, CA 95762

EXHIBIT B-1

**LEGAL DESCRIPTION
TRANSFER AREA FROM SAN JUAN UNIFIED SCHOOL DISTRICT
GREEN OAKS SCHOOL PROPERTY TO
ORANGEVALE RECREATION & PARK DISTRICT
ORANGEVALE COMMUNITY PARK PROPERTY
("SCHOOL DISTRICT EXCHANGE PROPERTY")**

EXHIBIT B-1

**LEGAL DESCRIPTION
TRANSFER AREA FROM SAN JUAN UNIFIED SCHOOL DISTRICT
GREEN OAKS SCHOOL PROPERTY TO
ORANGEVALE RECREATION & PARK DISTRICT
ORANGEVALE COMMUNITY PARK PROPERTY**

**ALL THAT REAL PROPERTY LOCATED IN THE COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS.**

**THE WESTERLY 76.00 FEET OF THAT CERTAIN PARCEL OF LAND RECORDED IN
BOOK 3782 OF DEEDS AT PAGE 232 ON FILE IN THE OFFICE OF THE
RECORDER, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA**

**BASIS OF BEARING FOR THIS DESCRIPTION IS THAT CERTAIN PARCEL OF
LAND RECORDED IN BOOK 3782 OF DEEDS AT PAGE 232 ON FILE IN THE
OFFICE OF RECORDER COUNTY OF SACRAMENTO, STATE OF CALIFORNIA**

END OF DESCRIPTION

**PREPARED BY: WARREN CONSULTING ENGINEERS, INC.
1117 WINDFIELD WAY, STE. 110
EL DORADO HILLS, CA 95762**

EXHIBIT B-2

LEGAL DESCRIPTION
TRANSFER AREA FROM ORANGEVALE RECREATION & PARK DISTRICT
TO SAN JUAN UNIFIED SCHOOL DISTRICT
FILBERT-CENTRAL SCHOOL PROPERTY
("PARK DISTRICT EXCHANGE PROPERTY")

EXHIBIT B-2

LEGAL DESCRIPTION

TRANSFER AREA FROM ORANGEVALE RECREATION & PARK DISTRICT TO
SAN JUAN UNIFIED SCHOOL DISTRICT FILBERT-CENTRAL SCHOOL PROPERTY

ALL THAT REAL PROPERTY LOCATED IN THE COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA, BEING A PORTION OF LOT 167 OF THE MAP OF
ORANGEVALE COLONY ON FILE IN THE OFFICE OF THE RECORDER IN BOOK 3
OF MAPS AT PAGE 20 COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND
BEING DESCRIBED AS FOLLOWS.

THE NORTH 129.20 FEET OF THE SOUTH ONE-HALF OF THE WEST 330.00 FEET
OF LOT 167 OF AFORESAID MAP.

BASIS OF BEARING FOR THIS DESCRIPTION IS IDENTICAL TO THAT LOT 167 OF
THE MAP OF ORANGEVALE COLONY ON FILE IN THE OFFICE OF THE
RECORDER IN BOOK 3 OF MAPS AT PAGE 20 COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA

END OF DESCRIPTION

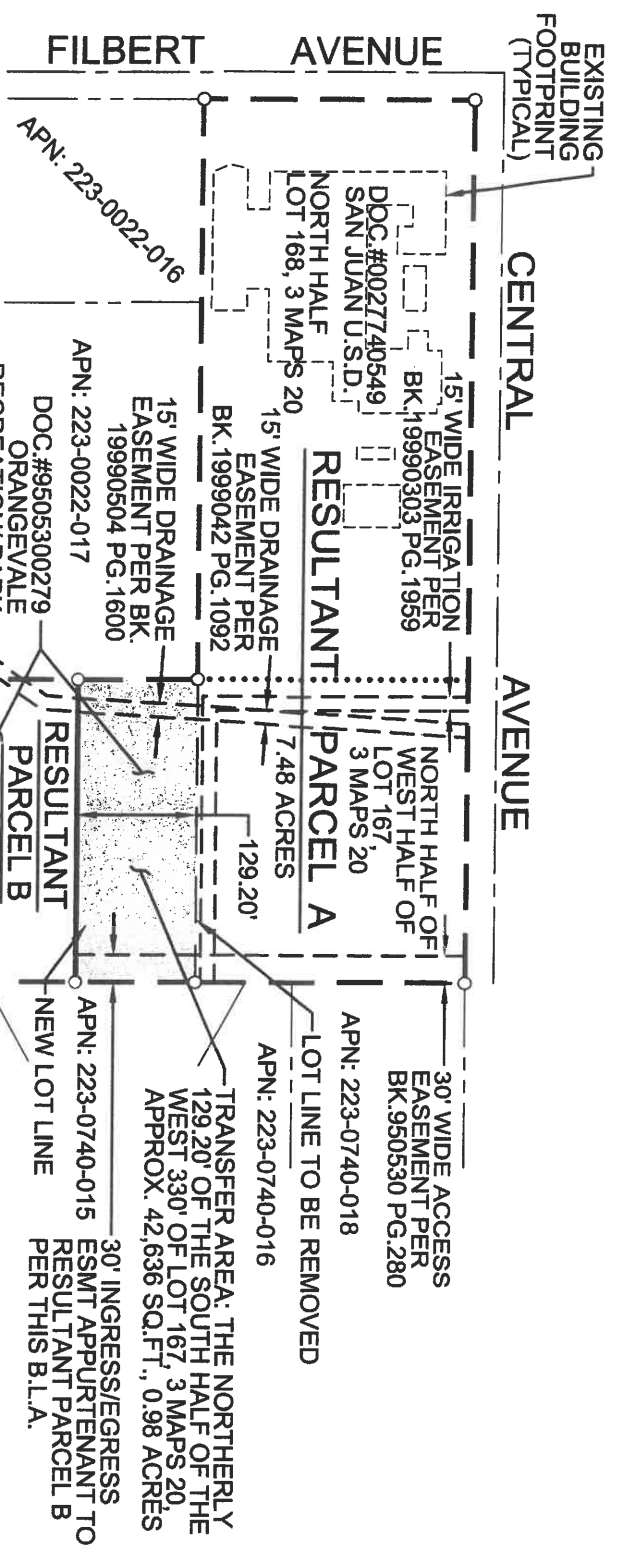
PREPARED BY: WARREN CONSULTING ENGINEERS, INC.
1117 WINDFIELD WAY, STE. 110
EL DORADO HILLS, CA 95762

EXHIBIT C-1

**REVISED ORANGEVALE COMMUNITY PARK PROPERTY
BOUNDARY LINE DIAGRAM
(TO BE ATTACHED)**

EXHIBIT C-2

**REVISED CENTRAL/FILBERT AVENUES SCHOOL PROPERTY
BOUNDARY LINE DIAGRAM
(TO BE ATTACHED)**



FILENAME: i:\16-147 SURVEY DWG\16-147BLA2.DWG PLOTTED: Thursday, September 07, 2017

WARREN CONSULTING ENGINEERS, INC.
 1117 WINDFIELD WAY, SUITE 110
 EL DORADO HILLS, CA 95672 (916)985-1870

Title: EXHIBIT C - 2		Job No: 16-147	Sheet No. 1
SAN JUAN UNIFIED SCHOOL DISTRICT (FILBERT-CENTRAL SCHOOL PROPERTY) AND ORANGEVALE REC. PARK DISTRICT (ORANGEVALE SPORTS FIELD PROPERTY) ORANGEVALE, SACRAMENTO CO., CALIFORNIA		Scale: 1"=200'	
		Date: 8/31/16	

EXHIBIT D-1

**PRELIMINARY TITLE REPORT ON PARK DISTRICT PROPERTY
(TO BE ATTACHED)**

EXHIBIT D-2

**PRELIMINARY TITLE REPORT ON SCHOOL DISTRICT PROPERTY
(TO BE ATTACHED)**

EXHIBIT E -1

FORM OF DISTRICT'S CERTIFICATE OF ACCEPTANCE

CERTIFICATE OF ACCEPTANCE OF GRANT DEED

This is to certify that the interest in Real Property conveyed by grant deed dated _____, from SAN JUAN UNIFIED SCHOOL DISTRICT, to ORANGEVALE RECREATION & PARK DISTRICT, a California Recreation and Park District, is hereby accepted by _____, on behalf of the ORANGEVALE RECREATION & PARK DISTRICT, pursuant to the authority conferred by the Board of Directors on _____, and the ORANGEVALE RECREATION & PARK DISTRICT, as grantee, consents to recordation of the grant deed by its duly authorized officer, _____, of the ORANGEVALE RECREATION & PARK DISTRICT.

DATED: _____, 2017

ORANGEVALE RECREATION & PARK DISTRICT,
a California Recreation and Park District

By: _____

[ATTACH NOTARY ACKNOWLEDGMENT]

EXHIBIT E -2

FORM OF DISTRICT'S CERTIFICATE OF ACCEPTANCE

CERTIFICATE OF ACCEPTANCE OF GRANT DEED

This is to certify that the interest in Real Property conveyed by grant deed dated _____, from ORANGEVALE RECREATION & PARK DISTRICT, to SAN JUAN UNIFIED SCHOOL DISTRICT, a California Public School District, is hereby accepted by Kent Kern, Superintendent, on behalf of the SAN JUAN UNIFIED SCHOOL DISTRICT, pursuant to the authority conferred by the Board of Education on _____, and the SAN JUAN UNIFIED SCHOOL DISTRICT, as grantee, consents to recordation of the grant deed by its duly authorized officer, Kent Kern, Superintendent, of the SAN JUAN UNIFIED SCHOOL DISTRICT.

DATED: _____, 2017

SAN JUAN UNIFIED SCHOOL DISTRICT,
a California Public School District

By: _____

[ATTACH NOTARY ACKNOWLEDGMENT]

STAFF REPORT



DATE: 11-9-17

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: DENIAL OF CLAIM (TO START THE STATUTE OF LIMITATIONS) BY RACHAEL CHENOWETH AGAINST ORANGEVALE RECREATION & PARK DISTRICT

RECOMMENDATION

Deny the claim (to start the statute of limitations) by Rachael Chenoweth against Orangevale Recreation & Park District.

BACKGROUND

On September 20, 2017, Rachael Chenoweth filed a claim with the District stating that on September 7, 2017 she sprained her ankle in a pothole at the Disc Golf parking lot. The claim and incident report has been passed along to CAPRI. As per recommended protocol from CAPRI, the District is to formally deny the claim which will start the statute of limitations for the case. Once this is completed, a CAPRI claims adjuster will contact the claimant. Staff recommends denial of the claim.

RECOMMENDED MOTION

I move we deny the claim by Rachael Chenoweth against Orangevale Recreation & Park District.

Sent Via Electronic Mail Only

9/20/17

Greg Foell, District Administrator
Orangevale Parks and Recreation Department
6826 Hazel Avenue
Orangevale, CA 95662
Email: Greg@ovparks.com

Dear Mr. Foell:

Per our conversation on September 9th, 2017, I am writing this letter to you regarding an incident that occurred on September 7, 2017 at 5:30 pm, at Shady Oaks Park, located at 7208 Hazel Avenue in Orangevale.

When I first pulled into the parking lot, I found a space in the first row on the right-hand side, all the way down at the very end. I took the last spot because there was a very large pothole/sinkhole in the parking spot to the right of me. As I stepped out of my car, I grabbed my purse and proceeded to walk around the front passenger side of my car to pull out a bag of my son's soccer gear.

As I walked towards the back side of my vehicle after getting out the bag, I stepped in the far corner of the large pothole. Unfortunately, my left foot caught the edge of the pothole and kept rolling all the way in. My left ankle rolled completely onto itself 6 or 7 inches. (according to my brusing). My ankle completely collapsed causing me to fall down to the asphalt. I experienced intense pain from the mid-shin, all the way down to my ankle. I was unable to wiggle my toes, or even move the lower part of my left leg.

My husband took me to Sutter Folsom Urgent Care around 7:00 pm. I was given X-rays which showed a "severe" sprained ankle, as well as pulled and otherwise stretched ligaments, muscles and tendons. At this time, my ankle swelled to 3 times its normal size. I was given crutches, a compression wrap, and prescription pain medication. I was informed that I would require physical therapy for my ankle also cautioned to be careful of any re-injury of the specific ankle in the future. Apparently, this type of injury to the tendons, muscles and ligaments causes them to be weak and easily re-injured.

As per my follow up appointment on 9/19/17 with my General Practitioner, I was given an ankle support boot due to the fact I still am unable to bear weight on my ankle. She also ordered physical therapy for me.

I appreciate that you are willing to fill in the large pot hole so that nobody else has to experience what I have experienced.

As I will require future physical therapy, chiropractic care and muscle therapy (which are not covered under my medical insurance), I am asking how the Parks and Recreation Department is willing to compensate me for this unfortunate incident?

I am attaching photos of the pothole to this letter for your reference.

I sincerely appreciate your attention to this matter.

Sincerely,

Rachael Chenoweth
1577 Bonanza Lane
Folsom, CA 95630
Email: emersons_mommy@hotmail.com
Telephone: (916) 337-1757



Who was notified: She called the District on 9/9/17

Was a district sponsored activity involved? Yes:
No:

If yes, describe: _____

Name of person injured: Rachael Chenoweth

Was there any property damage? Yes:
No:

If yes, describe: _____

WITNESSES

Name: _____ Home Phone: _____
Address: _____ Work Phone: _____
City, State, Zip: _____
District Employee: Yes: No:
Comment: _____

Name: _____ Home Phone: _____
Address: _____ Work Phone: _____
City, State, Zip: _____
District Employee: Yes: No:
Comment: _____

Name: _____ Home Phone: _____
Address: _____ Work Phone: _____
City, State, Zip: _____
District Employee: Yes: No:
Comment: _____

Was a police or fire report filed: Yes: No

Was a citation issued? Yes: No

If yes, by whom: _____

Completed by,

Print Name: Greg Foell Title: District Administrator

Signature: *Greg Foell* Date: 9/25/17

Reviewed by,

Print Name: _____ Title: _____

Signature: _____ Date: _____

STAFF REPORT



DATE: 11-9-17

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVAL OF AGREEMENT WITH MTW GROUP TO PROVIDE MASTER PLAN SERVICES FOR ORANGEVALE COMMUNITY PARK IN THE AMOUNT OF \$38,515

RECOMMENDATION

Discuss scope and approve the Agreement with the MTW Group to provide Master Plan Services for Orangevale Community Park in the amount of \$38,515.

BACKGROUND

The District completed the Pecan Park master plan in November of 2014, the Almond Park master plan in November of 2016 and is now scheduled to complete the Orangevale Community Park master plan in 2018. The 76-acre park has three distinct geographical and programmatic areas to consider as well as two significant natural areas. One of the significant challenges and opportunities in this process is to consider ways to integrate each of these areas into the whole and connect them in a way that provides a more synergistic appeal to the public. The staff recommends approval of the Agreement with MTW for the completion of the Orangevale Community Park master plan.

RECOMMENDED MOTION

I move we approve the Agreement with MTW Landscape Architects to complete the Orangevale Community Park master plan in the amount of \$38,515 and authorize the District Administrator to execute the Agreement.

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 9th day of November, 2017, by and between ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as “District” and MTW Group, hereinafter referred to as “Consultant.”

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. District desires to engage the professional services of Consultant to perform such professional services as are specified in Section 1 hereof.
- B. Consultant agrees to provide such services to District in accordance with the terms and conditions of this Agreement, and represents and warrants to District that Consultant possesses the necessary licenses, skills, qualifications, personnel and equipment to provide such services, all for the benefit of District.
- C. The performance of such professional services by Consultant has been determined by District to be in the public interest.

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, District and Consultant agree as follows:

1. **Scope of Work.**

District engages the services of Consultant as an independent contractor to perform the work and render the services described in Exhibit A attached hereto and incorporated herein by this reference entitled “Scope of Work” (hereinafter referred to as the “Work”)

The Work consists of master planning services for the Orangevale Community Park, including the disc golf course area, horse arena area, and the Oak and Filbert area.

Project Phases will be as follows:

Project Startup:

- Meet with District to discuss overall project goals, identify special interest groups and agency representatives, establish budget and time schedule, and meet with maintenance personnel.
- Select steering committee members
- Set up format for District and Steering Committee meetings

- Walk site with Steering Committee, take photos and discuss challenges
- Create a site plan highlighting current project amenities and goals of the project
- Prepare documents for public workshop No. 1

Schematic Design Phase

- Host public workshop No. 1
- Gather public comments and create bubble diagram of programming based on public input
- Review bubble diagram with steering committee and refine bubble diagram

Preliminary Master Plan Design Phase

- Prepare Preliminary Master Plan
- Prepare opinion of the probable cost of construction
- Host public workshop No. 2
- Gather public comments and discuss with steering committee

Final Master Plan Phase

- Refine preliminary Master Plan to be Final Master Plan
- Refine opinion of the probable cost of construction
- Host public presentation
- Submit Master Plan to Park District Board and County for approval

The Client will provide construction budget, base information, and electronic copies of architectural drawings for use by the Consultant.

Consultant shall (a) provide all labor, equipment, material, supplies, licenses, advice, consultation, analysis, administration, and preparation of policies, procedures and documents required or necessary to properly, competently and completely perform the Work provided by this Agreement; (b) determine the method, details and means of performing the Work provided by this Agreement; and (c) perform the Work provided by this Agreement in a manner commensurate with the professional standards of qualified and experienced personnel in Consultant's field.

2. Payment.

A. In consideration for the services to be performed by Consultant, District agrees to pay Consultant the amount of Thirty-Eight Thousand Five Hundred Fifteen Dollars (\$38,515.00).

Master Plan

Project Start-Up Phase 8,352 .00
 Schematic Design Phase 6,688 .00
 Preliminary Master Plan Design Phase 12,737 .00
 Final Master Plan Phase 10,738 .00
Total \$ 38,515 .00

Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in by this Agreement unless

agreed to and approved in advance by the Board of Directors and/or the District Administrator of District in writing.

Payment of compensation shall be paid by District within thirty (30) business days after receipt of an invoice for the Work actually performed which shall specifically describe the details of the Work performed for which compensation is requested, and itemize the actual time expended by Consultant in providing such work. The invoice shall describe the tasks and services performed, the time spent performing such services, the hourly rate charged therefor, and the identity of individuals performing such services for the benefit of District. The invoice shall also include a detailed itemization of expenses incurred for which reimbursement is requested.

If the Work is satisfactorily completed and the invoice is accurately computed, then District shall pay the invoice within thirty (30) days of its receipt. There shall be no compensation for extra or additional work or services by Consultant other than those specifically described in Section 1 hereof, unless approved in advance in writing by the District Administrator of District.

B. Consultant shall properly advise District as soon as reasonably practicable upon gaining knowledge of a condition, event or series of events that may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing in the form of a Change Order for review and approval by the Board of Directors or District Administrator of District. In the event the District orders services added, deleted or reduced, compensation shall likewise be added, deleted or reduced by a fair and reasonable amount and Consultant shall only be compensated for services actually performed. A Change Order must itemize the additional fees and expenses, and if any, District shall pay Consultant for such additional work. District shall have no liability for payment to Consultant for any extra work performed by Consultant that is not documented by a written Change Order executed by the District Administrator or Board of Directors of District.

3. **Term.**

A. This Agreement shall take effect on the above date and shall continue in effect until completion of the Work contemplated by this Agreement to the satisfaction of District unless sooner terminated because of either of the following: (1) Consultant fails to perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work; (2) Consultant shall have failed to complete the Work within 30 days of the estimated timeline outlined in Exhibit A. This time period may be extended by District for good cause shown by Consultant. Consultant is not responsible for delays from causes outside the reasonable control of Consultant or its subcontractors and/or agents.

B. Time is of the essence in this Agreement.

C. This Agreement may be terminated for any or all portions of the Work by either party upon written notice to the other party in the event of a substantial failure of performance by such other party; or if District, by resolution of its Board of Directors, should deem it necessary or desirable to abandon or indefinitely postpone the prosecution of any part or all of the Work.

D. In the event of such abandonment, postponement or default by District, District shall pay to Consultant as full payment for all services performed and all expenses incurred under this Agreement, those amounts specified in a final invoice prepared by Consultant pursuant to the provisions of Section 2 hereof providing a detailed itemization of time spent performing services and expenses incurred for which reimbursement is requested through the date of notification of abandonment or postponement of the Work by District.

E. In the event of default in performance by Consultant, the provisions of Section 5 hereof shall apply.

4. Subcontractors and Subconsultants.

Consultant may employ licensed engineers and/or other consultants necessary in connection with the performance of the Work with the prior written consent of District. The services of such engineers and/or consultants shall be paid for at Consultant's own expense. Consultant agrees to coordinate the work of any such consultants or engineers retained by Consultant for the Work. It is understood by and between District and Consultant that said engineers and/or consultants shall not be considered employees or agents of District.

5. Default by Consultant.

If Consultant fails to expeditiously advance the Work, or performs work that does not comply with the requirements of this Agreement, or fails to perform any task or produce any documents required by this Agreement, or is guilty of any other material breach of the terms of this Agreement, District may (1) suspend payment until such time as the default is remedied by Consultant; or (2) by written notice to Consultant terminate Consultant's right to perform all or any portion of the Work. Consultant hereby agrees to pay District all damages sustained as a result of default by Consultant. If District terminates Consultant's right to perform the Work, District may have the work performed by others and charge the cost to Consultant. The cost of completion by District shall include reasonable reimbursement for additional executive and administrative expenses along with all damages for delay and other damages sustained by District as a result of Consultant's default. If the cost and expense of completing the Work, when added to the sum of amounts previously paid to Consultant under this Agreement and any amounts due but unpaid to Consultant at the time of such termination, exceed the contract price, District may deduct the amount of the excess from any such amounts then due Consultant. If the amount of such excess is larger than the amounts then due Consultant, Consultant shall immediately pay such excess or the balance thereof to District.

6. Ownership of Documents.

All documents prepared by Consultant under this Agreement shall be the exclusive property of District. By this Agreement, Consultant transfers all of its right, title and interest in such documents to District. To the extent any document prepared under this Agreement constitutes a copyrightable work, the Work under this Agreement shall be considered a work for hire and by this Agreement Consultant shall be deemed to transfer all rights, title and interest in the copyrightable work to District, including the exclusive copyright. Documents prepared by Consultant under this Agreement shall not be provided by Consultant to any other person without District's prior written approval.

7. Compliance with Laws.

Consultant shall perform the Work in compliance with all applicable federal, state and local laws and regulations regarding safety of persons and property and their protection from damage, injury or loss, including applicable Cal-OSHA regulations. Consultant also shall possess and maintain all permits, licenses and certificates that may be required for it to perform the Work. Consultant shall comply with all laws and regulations as required by local, state and federal agencies regarding nondiscrimination including, but not limited to, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination Employment Act of 1967, and the California Fair Employment and Housing Act. The Consultant is aware of the District's anti-harassment policy and agrees to abide by the policy, practices and procedures set forth and established by the District.

8. Indemnification.

Consultant shall indemnify, defend, protect and hold harmless District, and its officers, employees, volunteers and agents from and against any and all liability, claims, damages, expenses, demands and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant or Consultant's agents or employees in connection with the performance of the Work under this Agreement. Consultant's obligations under this indemnification provision shall survive the termination or completion of the Work, under this Agreement.

9. Insurance.

A. Types and Limits. Consultant at its sole cost and expense shall procure and maintain for the duration of this agreement the following types and limits of insurance:

<u>Type</u>	<u>Limits</u>	<u>Scope</u>
Commercial Public Liability and Property Damage	\$2,000,000 per occurrence/ \$4,000,000 aggregate	at least as broad as ISO CG 0001

Automobile Liability	\$2,000,000 per accident	at least as broad as ISO CA 001, code 1 (any auto)
Errors and Omissions	\$1,000,000 per wrongful act/ \$2,000,000 aggregate	See Section 8 E
Workers' Compensation	statutory limits	
Employers' Liability	\$1,000,000 per accident	

B. Other Requirements. The public liability, property damage and automobile liability insurance furnished by Consultant shall name District as an additional insured and shall directly protect, as well as provide the defense for District, its officers, agents and employees as well as Consultant, and its subcontractors, agents, and employees, 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 Consultant'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 Consultant. Said insurance shall also specify that it acts as primary insurance and District's insurance shall not contribute with Consultant's insurance. If Consultant fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 6 of this Agreement.

C. Consultant shall be permissibly self insured or shall carry full workers' compensation coverage for all persons employed, either directly or through subcontractors, in carrying out the Work contemplated by this Agreement and in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California. If Consultant fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 5 of this Agreement.

D. Consultant agrees to furnish a certificate or certificates substantiating the fact that it has taken out the insurance set forth above for the period covered by the Agreement and all endorsements substantiating coverage of District and its agents and employees as additional insureds. All insurance is to be placed with insurers with a current A.M. Best rating A:VII or better unless otherwise accepted in writing by District. Each such certificate shall bear an endorsement precluding the cancellation or reduction in coverage of any policy covered by such certificate before the expiration of thirty (30) days after District shall receive notification of such cancellation or reduction.

E. Consultant, its officers, directors and employees, shall have errors and omissions insurance coverage which shall protect third parties, including but not limited to the District, its officers, directors, employees and agents from claims of damage due to alleged wrongful or negligent acts or omissions arising from Consultant's performance of the Work pursuant to the terms of this Agreement, whether such claims be made during or subsequent to

the term of this Agreement. Consultant hereby agrees to require any of its subconsultants to maintain similar errors and omissions coverage in compliance with this section.

10. Warranty.

Consultant agrees that the Work shall be performed in accordance with Exhibit A and the standard of care for similar professionals in California. Consultant unconditionally guarantees all workmanship furnished by Consultant under this Agreement, and agrees to correct to the satisfaction of District any and all such Work that may prove defective in workmanship. This warranty shall remain in effect for one year from the date of District's acceptance of the Work. This warranty does not excuse Consultant for any other liability related to defective work discovered after the warranty period.

Consultant shall indemnify District under this Agreement and hold District harmless from any and all losses, damages, liabilities and expenses resulting from breach of Consultant's representations and warranties contained in this Section 10. The provisions of this Paragraph shall survive any termination of the Agreement.

11. Independent Contractor.

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

Therefore, neither Consultant or any third persons employed by or contracted by Consultant to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from District should Consultant or any of its employees, agents or contractors sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither Consultant nor any third persons or contractors employed by Consultant shall be entitled to any other benefits payable to employees of District. Consultant hereby agrees to defend and hold District harmless from any and all claims that may be made against District based on any contention by any third party that an employer/employee relationship exists or that a contractual relationship exists between District and that third party by reason of this Agreement. Consultant represents that it, and its employees, agents and contractors, if applicable, are properly licensed and will remain so during the progress of the Work contemplated by this Agreement.

12. Representative of District.

The District Administrator of District, or his or her designated representative, shall represent District in all matters pertaining to the services to be rendered under this Agreement, except where approval specifically is required by District's Board of Directors. All requirements pertaining to services to be rendered under this Agreement shall be submitted to the District Administrator. Consultant shall consult with the District Administrator on all matters relative to this Agreement and District shall cooperate with Consultant in all matters relative to this Agreement in such a manner as will result in the performance of the Work without delay.

13. Assignment.

Consultant 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 District's prior written consent. In the event of any such purported assignment without District's prior written consent, District shall have the right, in addition to all other rights provided by law, to terminate this Agreement by giving written notice to Consultant. If this Agreement is so terminated, District may contract for the completion of the Work or complete the Work itself. Damages will be computed in accordance with Section 5 of this Agreement. If this Agreement is so terminated pursuant to the provisions of this paragraph, Consultant agrees to waive and hereby does waive all other claims against District for profits, loss or damage because of such termination.

Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any performance, duty, obligation or responsibility under this Agreement.

14. Records.

Consultant shall retain and maintain, for a period of not less than four (4) years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning services performed, compensation paid, and expenses reimbursed pursuant to the terms of this Agreement. Consultant shall make available to District's agents for examination all such records and will permit District's agents to audit, examine and reproduce such records upon request by District at any time during normal business hours.

15. Entire Agreement.

This writing and the documents incorporated herein by reference as Exhibit A represents the sole, entire, exclusive and integrated contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. 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 incorporated documents shall be valid or binding. This

Agreement may be amended only by a subsequent written contract approved and executed by both parties.

16. Successors and Assignment.

This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of District.

17. No Waiver of Rights.

Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default. The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of utilizing any remedy provided by law.

18. Severability.

If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.

19. Attorneys Fees.

In the event any arbitration, litigation or other action or proceeding of any nature between District and Consultant becomes necessary to enforce or interpret all or any portion of this Agreement, or in the event of any alleged breach by either party of any of the terms hereof, it is mutually agreed that the prevailing party will be entitled to an award of reasonable attorneys fees, costs and expenses 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 attorneys fees incurred in good faith.

20. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

21. **Notice.**

Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

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

Consultant: MTW
10411 Old Placerville Road, Suite 205
Sacramento, CA 95827
Attention: Peter Larimer

Any party may change its address by notifying the other party of the change in the manner provided above.

ORANGEVALE RECREATION AND PARK DISTRICT

By: _____

Name: Greg Foell
Title: District Administrator

MTW GROUP

By: _____

Name: Peter Larimer
Title: Principal

Exhibit A

Scope of Services

1. **Project Understanding**

The project consists of master planning services for the Orangevale Community Park, including the disc golf course area, horse arena area, and the Oak and Filbert area.

Project Phases will be as follows:

Project Startup:

- Meet with District to discuss overall project goals, identify special interest groups and agency representatives, establish budget and time schedule, and meet with maintenance personnel
- Select steering committee members
- Set up format for District and Steering Committee meetings
- Walk site with Steering Committee, take photos and discuss challenges
- Create a site plan highlighting current project amenities and goals of the project
- Prepare documents for public workshop No. 1
- Schematic Design Phase
- Host public workshop No. 1
- Gather public comments and create bubble diagram of programming based on public input
- Review bubble diagram with steering committee and refine bubble diagram

Preliminary Master Plan Design Phase

- Prepare Preliminary Master Plan
- Prepare opinion of the probable cost of construction
- Host public workshop No. 2
- Gather public comments and discuss with steering committee

Final Master Plan Phase

- Refine preliminary Master Plan to be Final Master Plan
- Refine opinion of the probable cost of construction
- Host public presentation
- Submit Master Plan to Park District Board and County for approval

The Client will provide construction budget, base information, and electronic copies of architectural drawings for use by the Consultant.

2. **Scope of Services**

The Consultant will visit the project site to become familiar with the observable conditions and constraints of the project and will provide design and layout of the project in the phases designed below.

Master Plan

3. **Compensation**

The fee for services described above shall be a lump sum amount of Thirty-Eight Thousand Five Hundred Fifteen Dollars, payable in progress payments at the completion of each phase as follows:

Master Plan

Project Start-Up Phase 8,352 .00
Schematic Design Phase 6,688 .00
Preliminary Master Plan Design Phase 12,737 .00
Final Master Plan Phase 10,738 .00
Total \$ 38,515 .00

4. **Record Documents**

Upon completion of work, the Consultant will compile for and deliver to the District a reproducible set of Record Documents.

STAFF REPORT



DATE: 11-9-17

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: **APPROVAL TO PURCHASE A GOPHER ERADICATION SYSTEM IN THE AMOUNT OF \$6,989.77**

RECOMMENDATION

Approve the purchase of a gopher eradication system from H & M Gopher Control in the amount of \$6,989.77.

BACKGROUND

The gopher population particularly at Almond Park and Coleman Sports Fields has caused significant turf damage which continues to spread. Staff has researched methods of eradication including hiring a pest control service to provide control. The District received a quote for one treatment of over \$10,000 for Almond Park. Due to safety concerns, chemical treatments formerly used are no longer available for use in California. After researching options, District staff recommends purchasing a carbon monoxide producing compressor outfitted with hose reels. The unit can be operated by District staff and will provide initial control and be available for any future problems as they occur. The equipment will be purchased from the OLLAD budget capital equipment line item. Staff recommends approving the purchase of the system from H & M Gopher Control in the amount of \$6,989.77.

RECOMMENDED MOTION

I move we approve the purchase from H & M Gopher Control in the amount of \$6,989.77.

H & M Gopher Control

1979 County Road 106
Tulelake, CA 96134-9045
USA

Voice: 530-667-5181
Fax: 530-667-3885

QUOTATION

Quote Number: 1388
Quote Date: Aug 10, 2017
Page: 1

Quoted To:

ORANGEVALE PARKS& REC
6826 HAZEL AVE
ORANGEVALE, CA 95662
USA

Ship To:

ORANGEVALE PARKS& REC
6826 HAZEL AVE
ORANGEVALE, CA 95662
USA

916-987-1507

Customer ID	Good Thru	Payment Terms	Sales Rep
ORANGEVALE PARKS&REC	8/18/17	Prepaid	Allen Hurlburt

Quantity	Item	Description	Unit Price	Amount
1.00	RC 206ES1AX 17 07 05	PERC 206T Electric Start Rodent Control Compressor	5,600.00	5,600.00
1.00	RH2-250	Reel-Hose 2-50	410.00	410.00
2.00	TIRE FEE	California Tire Recycling Fee	1.75	3.50
1.00	Crating 206T	Crating 206T	125.00	125.00
1.00	Shipping	Shipping and Handling-GLB	379.00	379.00
		TRANZ-REDDAWAY-SCHOOL DELIVERY-LIFT GATE NEEDED-CALL TO NOTIFY. This is a trailer unit with 2-50ft 3/8in air hoses and reels. Tongue with 2in ball coupler & trailer jack, 2 tires, and safety chain. Payment is required prior to shipping with check or ACH(PREFERRED METHOD). Thank you for interest in our equipment.		
			Subtotal	6,517.50
			Sales Tax	472.27
			TOTAL	6,989.77

STAFF REPORT



DATE: 11-9-17

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: APPROVAL OF REQUEST BY THE SHADY OAKS DISC GOLF CLUB
TO SELL 20 EXISTING BASKETS AND PURCHASE 20 NEW BASKETS
FOR THE DISC GOLF COURSE**

RECOMMENDATION

Approve the request by the Shady Oaks Disc Golf Club to sell 20 existing baskets and purchase 20 new baskets for the Disc Golf Course.

BACKGROUND

The baskets for the Disc Golf Course are showing wear and need replacement. The Shady Oaks Disc Golf Club has approached the District about selling the existing baskets at a price of approximately \$200-\$250 per basket. The Club would conduct a fundraising campaign to raise the additional funds to purchase new baskets. New baskets would be purchased at approximately \$500 per basket and be donated to the District. Final 9 Sports has volunteered to account for the proceeds of selling the baskets. Staff will work with the Shady Oaks Disc Golf Club and Final 9 Sports on the details of the sale and purchase. Staff recommends approval of the request.

RECOMMENDED MOTION

Approve the request by the Shady Oaks Disc Golf Club to sell 20 existing baskets and purchase 20 new baskets for the Disc Golf Course.

STAFF REPORT



DATE: 11-9-17

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVAL OF THE AGREEMENT WITH THE CHAMBER OF COMMERCE TO HOLD THE POW WOW DAYS EVENT IN ORANGEVALE COMMUNITY PARK FROM MAY 31-JUNE 3, 2018

RECOMMENDATION

Approve the agreement with the Orangevale Chamber of Commerce, to rent the entire Orangevale Community Park area, with the exception of Shady Oaks Disc Golf Course, to hold Pow Wow Days event in Orangevale Community Park from May 31 through June 3, 2018.

BACKGROUND

The Orangevale Chamber of Commerce has historically held their yearly event in Orangevale Community Park. The event proceeds support the Orangevale Chamber of Commerce and many local non-profits. Due to the longevity of this agreement OVparks has charged the Chamber of Commerce a flat fee of \$2,250 for the duration of their use for this event. All Events Mgt. Group Inc., a private event management company, will be the point of contact for this event. Set-up for this four-day event will begin Sunday May 27th at 12 p.m. through Thursday May 31st at 1 p.m. The event itself will run from May 31st, Thursday afternoon, to Sunday evening June 3rd. The tear down will be from June 3rd, Sunday evening at 8 p.m. to Monday June 4th at 5 p.m.

This event will host live music, carnival booths and rides, food, merchandise vendors, pony rides, petting zoo, and alcoholic beverages contained within the fenced in area. The equipment utilized during this event will include carnival rides, stage, fencing, electrical generators, lights, tents, canopies, portable restrooms, and sound equipment. The event will also be utilizing the District's electrical hook-ups and water. The expected attendance for this four day event is 10,000 people. The event will be free for spectators and will be open during the four days from mid-morning to late evening.

RECOMMENDED MOTION

I move we approve the Agreement with the Chamber of Commerce to hold the Pow Wow Days Event in Orangevale Community Park from May 31 - June 3, 2018 and move to authorize the District Administrator to execute the agreement.

PERMIT AGREEMENT

This Agreement is made and entered into this 9th day of November 2017, by and between Orangevale Recreation and Park District, a recreation and park district formed pursuant to California Public Resources Code Section 5780, et seq., a political subdivision of the State of California located in Sacramento County, hereinafter referred to as the "District", and the Orangevale Chamber of Commerce, hereinafter referred to as the "Permittee".

RECITALS

WHEREAS, the District is the owner of certain real property located in the County of Sacramento, State of California known as Orangevale Community Park, located at 7301 Filbert Avenue, Orangevale, California, hereinafter referred to as the "Property"; and

WHEREAS, Permittee desires to use the Property for the Pow Wow Days community special event for the public on May 31-June 3, 2018; and

WHEREAS, District finds it is in the public interest to enter into this Permit Agreement with Permittee for the use of the Property.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

SCOPE OF PERMIT AND USE OF PROPERTY

1. District agrees to grant Permittee the non-exclusive right to use the Property for Pow Wow Days on May 31 thru June 3, 2018 (the "Event") for attendance by the general public. Permittee shall also have exclusive use of the areas of the Property outlined in the Application for Use of Facilities (the "Application"), a copy of which is to be completed and attached hereto as Exhibit A and incorporated herein by this reference. Permittee shall have the right to impose reasonable rules and regulations to be observed by the general public to ensure the safety of the participants at said Event. Permittee agrees to comply with all District rules, regulations and policies with respect to the use of the Property. Permittee is authorized to begin Event setup on Sunday, May 27, 2018 and is required to complete Event take-down and cleanup by Monday, June 4, 2018 at 5:00 p.m. Permittee is required to coordinate all activities with the District. Permittee agrees that the security deposit will be forfeited if Permittee fails to complete all cleanup of the Property by Monday, June 4, 2018 at 5:00 p.m.

Permittee shall be entitled to authorize the use of tents, camper trucks and trailers by exhibitors, concessionaires, and Permittee's officials from May 27 – June 4, 2018 in an area designated by Permittee and the District. Permittee shall cause the removal of any camper, truck, trailer and/or tents from the designated area and the Property no later than June 4, 2018 at 5:00 p.m. Under no circumstances shall Permittee and/or Permittee's exhibitors, concessionaires and/or officials have an open fire (wood fire, bonfire, campfire) on District property unless specifically authorized by the District in writing. In the event an open fire is made, Permittee shall cause the person and/or persons responsible to leave the Property immediately. Permittee shall assume responsibility for any and all injuries and/or damages which occurs and/or arises

from the activities authorized under this Paragraph. District shall not assume any liability to Permittee, and/or any other person as a result of the activities authorized by this Paragraph. Permittee shall be responsible for notifying any and all exhibitors, concessionaires, agents and/or officials that District shall have no liability for any and all injuries and/or damages which occur on the Property. Permittee shall require any person wanting to utilize the Property for camping purposes as authorized by this paragraph to sign a waiver in the form to be provided by District, the original of which shall be provided to District. Permittee understands and agrees that it assumes any and all liability for any personal injury and/or damages resulting from the use of the Property as provided for herein.

Permittee understands that members of the public frequently use Orangevale Community Park and that the Permit being granted is for non-exclusive use and must be shared with other members of the public. The District agrees, however, to not schedule any other events and/or activities on the Property for the dates of the Permit being granted herein.

Permittee agrees and understands that it accepts the Property in an as-is condition and is responsible for inspecting all areas within the Property and immediate surrounding areas for hazards and will take any necessary steps to protect Event participants and attendees until corrective/remedial measures are implemented.

Permittee's use of the Property is limited to those purposes and those activities specifically described in this Agreement. This Agreement is to be strictly construed according to its terms and no use of District Property for purposes or activities other than those specified herein is authorized hereby. Failure of Permittee to comply with this condition may result in revocation of this Agreement.

NATURE OF THE INTEREST GRANTED

2. It is specifically understood and agreed by the parties hereto that this Agreement does not convey any right, title or interest in the Property to the Permittee other than as specifically stated herein for the purpose of using the Property for the Event and other uses stated in the Application. No relationship between the parties is intended to be created by this Agreement other than as specifically stated herein.

FEEES

3. In consideration for the use of the Property as provided for herein, Permittee shall pay to the District a security deposit of five hundred dollars (**\$500.00**) (the "Deposit") no later than March 16, 2018, which Deposit shall be used to reserve the dates and pay for any damages associated with the terms of this Permit should said damages not be repaired by Permittee. The parties agree that the District can deduct the expense of repairing and/or replacing any property damage, claims and/or any other unpaid sums owed by Permittee under this Agreement from the Deposit with the balance returned to the Permittee within thirty (30) days of the last day of any repairs. Permittee shall forfeit all or a portion of the Deposit if the event is cancelled in accordance with the schedule set forth in Paragraph 4 below. The District shall provide a detailed itemized list of all deductions from the Deposit to the Permittee.

As further consideration for the use of the Property, Permittee shall pay to the District a rental fee of two thousand two hundred and fifty dollars (\$2,250.00) (the "Rental Fee") no later than June 8, 2018.

If the event is cancelled for any reason more than ninety (90) days prior to the scheduled date, the District agrees it will refund the entirety of the Deposit paid pursuant to Paragraph 3 above.

If the event is cancelled for any reason within ninety (90) days prior to the scheduled date, the District agrees to refund any monies paid by Permittee as follows:

Within 89 to 60 days prior to the event, 50% of the Deposit
Within 59 to 30 days prior to the event, 25 % of the Deposit
Within 29 to 1 days prior to the event, 0% Deposit.

CHARGES BY PERMITTEE

4. Permittee shall have the right to charge members of the public for parking in the areas designated for Permittee's exclusive use under this Permit. Permittee shall not charge any member of the public utilizing those portions of the Property for which Permittee is given non-exclusive use.

OBLIGATIONS OF DISTRICT

5. Provided Permittee has paid all fees required under this Agreement, complied with all of the requirements and is not in breach thereof, District understands and agrees to do the following:

a. District agrees to provide for the non-exclusive use of the Property, including the pavilion, restrooms, and parking facilities, and exclusive use of those facilities specifically identified in the Application.

b. District shall furnish Permittee with electrical and water usage within the capacity of the District's facilities, for the Event from May 31 thru June 3, 2018 only.

c. District shall ensure that at least one (1) staff member will be available within a thirty (30) minute response time to assist with park maintenance emergencies throughout the set-up and for the duration of the event.

d. District shall adjust all irrigation settings for the Property authorized for use by Permittee to accommodate the event.

e. District shall refer all participant inquiries for the Event to Permittee.

OBLIGATIONS OF PERMITTEE

6. Permittee understand and agrees to do the following:

a. Permittee shall attend a pre-event inspection walk-through which will take place on Monday, May 28, 2018 with the District's representatives and the post-event inspection walk-through that will take place on Tuesday, June 5, 2018 to determine pre and post event facility conditions and damage.

b. Permittee agrees and understands that it shall reimburse the District for the repair of any area of the Property or its surrounding areas which is damaged or diminished in value by or related to operations or activities under this Permit, and shall pay for the District to restore the area, to the condition existing immediately prior to the commencement of the Permittee's operations under this Permit, excepting normal wear and tear of turf areas. District shall provide an itemized list of any such damages or repairs resulting from the event, within five (5) days from the Event's final walk-through on Tuesday, June 5, 2018. Permittee will have the opportunity to make the necessary repairs outlined by the District in a time frame approved by the District.

c. Permittee shall provide District with a proposed layout for the Event no later than March 16, 2018 for review by the District. Any feedback on the layout for the Event shall be given no later than March 23, 2018. Permittee agrees to make any modifications and/or revisions to the layout for the Event if indicated by the District that such modification and/or revision is necessary for the safety of the public and/or District property. Any modifications to the layout after approval shall be submitted in writing and approved by District. Permittee shall remain responsible for the layout and ensure the safety of participants and/or attendees of the Event, the general public, District employees and property, and District shall not assume any such liability as a result of approving any layout. Permittee shall also provide District with an emergency notification list.

d. Permittee agrees and understands that it has the sole responsibility at all times to be knowledgeable about, fully understand, and to meet or exceed, at its own cost and expense, all local, state and federal codes, laws, policies, and regulations associated with the Event including but not limited to the provisions of the California Department of Alcoholic Beverage Control, Sacramento Metropolitan Fire District, Sacramento County Environmental Management Department, Sacramento County Sheriff's Department, and Sacramento County Health Officer. Permittee shall file copies of all permits (and records of subsequent inspections) with the District at least one (1) week prior to the Event (or within one (1) hour of on-site inspections during the Event).

e. Permittee agrees and understands that it shall bear any and all costs, fees, charges or expense of any and all permits, applications, operations and/or activities under or related to this Permit and the Event, and District shall not be liable and/or responsible for any cost, fee, charge or expense associated therewith.

f. Permittee shall be responsible for providing adequate security for property, vehicles, participants, workers, and equipment, which are participating in the Event during the period of this Permit. Permittee's security arrangements and operations shall be coordinated and approved by District (plan must be submitted to District's representative one month prior to the Event). Permittee understands and agrees that District's approval of any security plan for the Event does not relieve Permittee from any and all liability therefore, and further does not transfer any liability resulting from the Event to District.

g. Permittee shall be responsible for furnishing sufficient personnel and equipment for traffic and crowd control and comply with any and all laws, rules and regulations that are applicable thereto.

h. Permittee shall provide, at its own expense, portable restrooms, medical, first aid facilities and personnel, and potable water, as are deemed necessary by the County of Sacramento Environmental Health Department, the Sacramento Metro Fire District, and the District to accommodate the expected number of people. Permittee shall comply with all laws, rules and regulations governing the number and types of facilities, and any and all other rules and regulations required to address the above needs. Permittee shall file Material Data Safety Sheets (MSDS) for all cleaning agents requiring specifications with the District at least one (1) month prior to the event. The plan to accommodate this section shall be submitted to the District for approval no later than Friday, May 4, 2018. Permittee agrees to provide the necessary number of portable restrooms as specified by the County of Sacramento Environmental Management Department. Permittee shall provide for stocking and cleaning of each portable restroom on an hourly basis during the event, and pumping of portable restrooms that meets the County of Sacramento Environmental Management Department requirements and any other laws, rules and/or regulations.

i. Permittee shall ensure that all designated fire access and gates remain clear and accessible throughout the Event and use of the Property by Permittee.

j. Permittee understands and agrees that all costs, fees, charges and expenses related to or incurred as a result of the use of the Property by the Permittee, its exhibitors, concessionaires, invitees and/or officials; and, any and all costs, fees, charges and expenses related to or incurred for emergency services as a result of the Event which are provided by District, the County of Sacramento or other public safety agencies; and, all costs, fees, charges and expenses related to or incurred as a result of the exercise of District's right and commitment to construct, maintain and remove temporary facilities shall be borne solely by the Permittee.

k. Permittee shall pay, and hold District and its property free and harmless from, any and all of the following: (a) charges and fees for the furnishing of utilities (existing electricity excepted) to the Event during the term of this Agreement; (b) all sales and use taxes levied on transactions at the Event; (c) all taxes, assessments and other charges, if any, levied or imposed by any governmental entity on any personal property placed by Permittee in, on or about the Property; and (d) all real property taxes, assessments and standby charges, if any, levied or assessed against the Property by a governmental entity as a result of Permittee's use and occupation of the Property and/or any taxable possessory interest created by this Agreement. All

such fees, charges, taxes and assessments shall be paid as they become due and payable, but in any event before they become delinquent.

l. Permittee, at its sole cost and expense, shall maintain the Property in good, safe, clean, attractive and sanitary condition and repair, and shall repair all damage resulting from use of the Property (excepting normal wear and tear of turf areas) by Permittee or Permittee's employees, agents, contractors, concessionaires, guests or invitees.

m. Permittee acknowledges receipt of a copy of the District's Park Ordinance which specifies the rules and regulations governing use of District Property and facilities. Permittee agrees to comply with the District's Ordinance concerning the activities permitted to be undertaken on District Property and the use thereof as specified in the District's Park Use Ordinance.

n. Permittee agrees that it shall not use the Property in any manner that will constitute a waste, nuisance or unreasonable annoyance, provided that it is mutually understood and agreed that the use for the Event as described in this Agreement and for other uses consistent with such activity will in no event be deemed by the District to violate this prohibition against nuisance and/or unreasonable annoyance.

INDEMNIFICATION

7. This Agreement is made upon the express condition that the District is to be free from any and all liability and claims for damage by reason of any injury to any person or persons, including Permittee, its agents, employees, concessionaires, exhibitors, invitees and/or officials, or by reason of any injury to property of any kind whatsoever, and to whomever belonging, including Permittee, its agents, concessionaires, exhibitors, officials, invitees and employees, from any cause or causes whatsoever, in, upon or in anyway connected with the Property or any use hereunder.

Permittee shall and hereby agrees to defend and indemnify District and save District, its board of directors, officers, employees and agents harmless from and against all claims, liability, losses, damages, expenses, causes of action, suits or judgments, together with any and all costs or expenses connected with the investigation or defense thereof, including legal fees, by reason of or resulting from: (a) the use, operation, condition, or management of the Property, the Event and/or any temporary structures constructed on the Property; (b) the performance of, or failure to perform any obligations of this Agreement by Permittee, or any concessionaire, exhibitor, official, agent or employee of Permittee; (c) any alleged negligent act or omission of Permittee, or Permittee's employees, concessionaires, exhibitors, officials, invitees, agents, or contractors in connection with any acts performed or required to be performed by Permittee pursuant to this Agreement; and (d) the construction or installation of any temporary structures on the Property. This indemnification shall not apply to the extent that any claim is adjudicated as arising from the sole negligence or willful misconduct of District, its officers, directors, agents or employees.

It is understood and agreed that the indemnification obligations created by this Agreement shall survive the termination of the Agreement.

INSURANCE

8. Permittee shall carry and maintain during the life of this Agreement such public liability, property damage, and contractual liability insurance, as well as fire and Worker's Compensation insurance as specified below:

a. Public liability, property damage and contractual liability insurance. Permittee agrees that it shall, at all times during the term of this Agreement, 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 the minimum amount of not less than \$1,000,000.00 for personal injuries as a result of any one occurrence on account of liability and a limit of not less than \$500,000.00 for property damage.

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

Permittee further agrees that it will, at all times during the term of this Agreement, at its own cost and expense, obtain and keep in full force and effect naming both Permittee and District as insureds thereunder, fire, windstorm and extended coverage insurance in an amount equal to the actual replacement cost of all of Permittee's personal property and equipment utilized by Permittee in utilizing the Property pursuant to this Agreement.

b. Worker's Compensation Insurance, Permittee shall carry full worker's compensation insurance coverage for all persons employed, either directly or through contractors, in utilizing the Property as contemplated by this Agreement, in accordance with the Worker's Compensation Act contained in the Labor Code of the State of California.

By execution of this Agreement, Permittee 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 Worker's 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, Permittee agrees to furnish to the District a certified copy of the insurance policies that it has taken out for public liability,

property damage and worker's compensation insurance set forth above for the period covered by this Agreement, or a certificate of such insurance. All insurance is to be placed with insurers with a current A.M. Best rating A:VII or better unless otherwise accepted in writing by District. Said certified policies of insurance or said certificates of insurance shall be furnished to the District prior to commencing the services contemplated by this Agreement. Each such certified policy or certificate of insurance 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 a cancellation or reduction.

Should Permittee 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.

ASSIGNMENT OF AGREEMENT

9. Permittee shall have no right, authority or power to assign, sell or transfer this Agreement, or any right or privilege arising under this Agreement. Permittee agrees that it shall have no right, authority or power to allow or permit any other person or party to have any interest in or use any portion of the District's facilities and/or the Property. However, Permittee may allow concessionaires to enter upon the Property for the performance of functions and services within the scope of the uses allowed to Permittee under the provisions of this Permit. To avoid uncontrolled vending of merchandise during the period of this Permit, only those tenants having an agreement with the District, and concessionaires, exhibitors and salespersons having written agreements with Permittee, shall be allowed to sell to the public on the Property.

DEFAULT

10. The occurrence of any of the following events, may, at District's election, constitute a default by Permittee under the terms of this Agreement:

a. Failure to abide by any and all laws, rules and regulations of the District, County of Sacramento, Sacramento Metropolitan Fire District, and/or any other regulatory agencies regarding the use and operation of the Property and other District facilities,

b. The issuance of an injunction by any court of competent jurisdiction restraining the use of the site for any of the purposes for which Permittee or the District is authorized;

c. The filing by Permittee of a voluntary petition in bankruptcy or institution of proceedings in bankruptcy against Permittee and/or the adjudication of Permittee as being bankrupt pursuant to such bankruptcy proceedings;

d. The appointment of a receiver of Permittee's assets, which results in a liquidation of Permittee's business;

e. The general assignment of this Permit by Permittee for the benefit of creditors;

f. Failure to perform any provision of this Agreement, including the failure to maintain the insurance required by the terms of this Agreement.

In the event of any such default, the District shall have the following rights and remedies, in addition to any rights and remedies now or hereafter provided by law. All such remedies are cumulative and may be exercised concurrently or separately.

Upon default by Permittee, the District can terminate the right of Permittee to possession of its facilities at any time. Upon termination, Permittee shall immediately surrender and vacate District facilities occupied by it. The District may immediately reenter and take possession of the Property. Termination of the Agreement under this paragraph shall not relieve Permittee from its obligations to indemnify the District as set forth above.

HAZARDOUS SUBSTANCES

11. Permittee shall not place and/or utilize any hazardous substances on the Property unless authorized to do so by the District. Pursuant to Health and Safety Code section 25359.7, Permittee shall notify District in writing within a reasonable time of any material release of hazardous substances and of any hazardous substances that have come to be located on or beneath the site.

12. Prior to the expiration of this Permit, Permittee shall at its sole expense remove all items of personal property, including but not limited to all flammable and hazardous materials and wastes as defined by state or federal law at the time of expiration of the Permit.

13. Permittee shall make available for inspection to the District all records relating to the maintenance, release, mitigation, and cleanup of any hazardous substances on the leased premises.

14. Permittee shall comply with all federal, state and local laws and regulations relating to hazardous materials and wastes, and shall timely comply with the orders of any governmental agencies relating thereto.

15. District, and its authorized employees, officers and agents, and local law enforcement personnel shall have the right to enter the property at any time to inspect the premises.

CANCELLATION BY PERMITTEE

16. Permittee may cancel this Permit and terminate all of its obligations at any time subsequent to the commencement of the term upon the breach of District of, or its failure to perform, any of the covenants or agreements contained in this Permit and the failure of District to remedy any breach for a period of five (5) days after receipt of written notice from Permittee of the existence of such breach. District shall not be considered to be in breach of this Agreement during any period of major construction activity on the Property site taking more than fifteen

(15) days to complete, if District can institute temporary measures to lessen the effect of such construction on the Permittee.

NOTICE

17. Service of Notice.

Any notice to or demand upon Permittee or District required or permitted to be made under the provisions of this Agreement or any provisions of law, shall be given or made by registered mail, postage prepaid and addressed as follows until changed:

Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale, CA 95662

Orangevale Chamber of Commerce
9267 Greenback Lane # B91
Orangevale, CA 95662

NEGATION OF PARTNERSHIP

18. Permittee shall not become or be deemed a partner or joint venturer with District by reason of the provisions of this Agreement.

WAIVER

19. The failure or omission by District to terminate this Agreement for any violation of its terms, conditions or agreement shall in no way bar, stop or prevent District from terminating this Agreement therefore, either for such, or for any subsequent violation of any such term, condition or covenant. The acceptance of any fees hereunder shall not be or be construed to be a waiver of any breach of any term, covenant or condition of this Agreement.

MISCELLANEOUS PROVISIONS

20. In the event of any litigation between the parties hereto arising out of this Agreement or in connection with the Property used by Permittee pursuant to the terms of this Agreement, the prevailing party shall be entitled to recover a reasonable sum and as for attorney fees, which shall be added to and become a part of any judgment therein.

21. This instrument contains all of the agreements and covenants made between the parties to this Agreement and may not be modified orally or in any other manner than by agreement in writing signed by all the parties to this Agreement or their respective successors or assigns. Any such amendment or modification shall be attached to this Agreement.

22. This Agreement shall be governed by the laws of the State of California. This Agreement constitutes the entire agreement between the parties regarding its subject matter. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the

remaining provisions shall nevertheless continue in full force and effect.

23. . This Agreement shall inure to the benefit of and bind any and all successors and assigns of the parties.

24. Both parties represent, covenant and warrant that they have full authority to enter into and execute this Agreement

IN WITNESS WHEREOF, Orangevale Recreation and Park District has caused this Agreement to be executed on its behalf by the chairperson and clerk of its board of directors, and the Permittee has caused this Agreement to be executed on its behalf by its president the day and year first above written.

**ORANGEVALE RECREATION AND
PARK DISTRICT**

**ORANGEVALE
CHAMBER OF COMMERCE**

By _____
Greg Foell, District Administrator

By _____
Lisa Montes, Chamber President



Orangevale Recreation & Park District
6826 Hazel Avenue Orangevale, CA 95662
Phone (916) 988-4373 * Fax (916) 988-3496 * info@ovparks.com

Supplemental Special Use Application

This Special Use/Special Event Application shall be submitted in addition and as a supplement to the Standard Use of Facilities Application. Complete this application, attach any necessary supplemental information and submit to the District Office located in the Orangevale Community Center at 6826 Hazel Avenue, Orangevale CA 95662. Application must be submitted at least twelve (12) weeks in advance of the date requested. Submission of this application does not constitute approval of use, and no advertising of the event should occur until written approval is obtained.

DATE OF APPLICATION: October 23, 2017

CONTACT INFORMATION

Name of Applicant: Orangevale Chamber of Commerce

Address: 9267 Greenback Lane B91 City/State/Zip: Orangevale CA 95662

Phone #: 916-988-0175 Email: Info@orangevalechamber.com

Sponsoring Organization/Company:

Type of Organization: [X] Non Profit [] Private [] Corporation [] Other

Name of Event Organizer: All Events Management Group

Organization Web Site: www.orangevalepowwowdays.com Organization Email: info@orangevalepowwowdays.com

EVENT DETAILS

Event Name: 55th Annual Orangevale Pow Wow Days

Type of Event: [] Concert [X] Festival [] Celebration [] Run/Walk [] Other

Event Location: Orangevale Community Park 7145 Filbert Ave, Orangevale CA 95662

Purpose of Event: Annual Community Celebration

Overall Estimated Attendance: 10,500 Daily 3500 Adults 3000 Children 500

How does the community of Orangevale benefit from this event? 15+ local area service and non-profit organizations has funds from the event. Education and Financial impact to the community of Orangevale

Is this a Public or Private event? [X] Public [] Private [] Other

Has this event been produced before? [X] Yes [] No If yes, previous attendance: 10,500+

If yes, list previous name, date and location of event: Same as above

Description of Event - Provide a detailed description of your event (i.e. listing of activities, entertainment, and vendors that will be included in your event, listing of any special equipment and structures, etc. You may attach additional pages or materials as needed. Family, Food and Fun! Live Entertainment, Carnival, Vendors and Exhibitors.

Stage, Sound, Carnival, Lighting and Power will be brought in for the event.

Set-Up – List below the days/dates needed to set up the event.

Day 1: Day of Week Sunday Date May 27 2018 Start Time 8 am End Time 8 pm
 Day 2: Day of Week Thursday Date May 31 2018 Start Time 8 am End Time 8 pm

Event Dates – List below the days/dates of the event.

Day 1: Day of Week Friday Date June 1 2018 Start Time 4 pm End Time 11 pm
 Day 2: Day of Week Saturday Date June 2 2018 Start Time 11 am End Time 11 pm
 Day 3: Day of Week Sunday Date June 3 2018 Start Time 12 noon End Time 9 pm
 Day 4: Day of Week _____ Date _____ Start Time _____ End Time _____

Tear-Down Dates – List below the days/dates needed to tear-down the event.

Day 1: Day of Week Monday Date June 4 2018 Start Time 8 am End Time 5 pm
 Day 2: Day of Week _____ Date _____ Start Time _____ End Time _____

EVENT SITE PLAN/MAP

Attach a detailed site plan/map of the event layout including locations of vendors, equipment, activities, parking, etc. The site plan should be submitted on 8 1/2" x 11" or 8 1/2" x 14" white paper. Please indicate a directional sign showing north. Include a key if you use symbols denoting event areas.

EVENT ACTIVITY PLAN

Check all activities that apply and items used in conjunction with those activities that will be at your event. Please mark the location of these activities and items on your Site Plan/Map.

Entertainment

- Amplified Music – Live Hours – Start 11am End 11 pm
- Amplified Music – Recorded Hours – Start _____ End _____
- Carnival Booths/Rides Hours – Start 11 am End 11 pm
- Other _____ Hours – Start _____ End _____

Sporting Activities

- Type _____ Hours – Start _____ End _____
- Type _____ Hours – Start _____ End _____

Vendors

- Food & Non Alcoholic Beverages.....County of Sacramento Environmental Health permit
- Merchandise.....Must follow local & state laws
- Alcoholic Beverages.....Requires ABC & District permit and security

Equipment

Use of tents, temporary structures, staging, portable seating, fencing, portable generators subject to Sacramento Metro Fire District inspection & permit.

- Stage(s) Dance Floor(s) Portable Seating
- Fencing Tents & Canopies Portable Hand Wash Station
- Electrical Generators Portable Restrooms Other _____
- Animals on event grounds – Petting zoo, pony rides, horses, etc Explain: _____
- Vehicles on event grounds – car show, etc Explain: _____
- I request overnight camping. Explain: Carnival Staff Trailers
- Public Address, Microphone, Loud Speaker(s)
- I request access to Orangevale Recreation & Park District water source
- I request Access to Orangevale Recreation & Park District electric source

INSURANCE

You will be required to provide appropriate insurance coverage as listed in the permit agreement. How do you plan to provide the required insurance for your event? Orangevale Chamber will provide event insurance

ALCOHOL MANAGEMENT PLAN

If your event is serving OR selling alcohol, please describe your plan for managing alcohol at your event on a separate sheet and attach to this application. Include in your description your sales plan (cash, tickets), method of serving, who will serve the

alcohol (professionals, volunteers), number of service locations, how ID's will be checked, how you will monitor underage drinking, and if you have an alcohol sponsor(s).

For events with expected attendance of over 200 per day, the following plans need to be submitted on a separate sheet.

PARKING & TRAFFIC MANAGEMENT PLAN

Please describe your plan for parking and traffic control for your event. Your traffic plan may need review by the Sacramento County Sheriff's Department and/or the California Highway Patrol. Please indicate parking locations and traffic flow control on your site plan.

SANITATION, WASTE & UTILITY PLAN

You are responsible for properly disposing of all waste and garbage throughout the term of your event. Immediately upon conclusion of the event, the area must be returned to a clean condition. Please describe your plan for waste collection and removal. You are required to provide restroom accommodations for event attendees. Depending on the size and location of your event, you may need to rent portable restrooms. You may also be required to provide hand washing stations. Please describe your plan for providing these items.

STAFFING PLAN

Please describe your plan for staffing your event. Include in your description the number and type of staff at your event.

EMERGENCY AND SAFETY PLAN

Please describe your plan for handling emergencies at your event. Include in your description provision for security guards, on-site medical treatment (first aid station or ambulance), and evacuation plan in an emergency. Also include your plan for addressing accessibility to your event for persons with disabilities.

EVENT MARKETING PLAN

Please ensure that you have event approval before you begin to market, advertise or promote your event. Please describe your plan for marketing your event, once you have approval. Please include radio, television, and other media you will be utilizing and if you plan on placing signs or banners on District property.

NOTIFICATION PLAN

An event can change the normal flow of residential and business activity potentially causing a negative impact to the surrounding community. As the event organizer, you are responsible for providing notification of the Event and any possible disruption of traffic which could occur in the surrounding neighborhood to all necessary regulatory agencies, businesses and residences within four (4) blocks of the Event at least one (1) month prior to the Event. Such notification shall be by mail or personal delivery and provide District with written proof that such notifications have been made. Please describe your plan for handling notification.

Statement of Responsibility for Liability or Damage/Receipt of Rules & Regulations User agrees to be solely responsible for any and all claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the District's facilities. User agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from its use of the District's facilities. I, Lisa Montes - Chamber President (group representative), the undersigned, have received the rental policies and procedures; and have read and hereby agree to abide by all rules and regulations.

CUSTOMER SIGNATURE: Lisa M Montes **DATE:** October 23 2017