

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

**SPECIAL MEETING 5:30 PM
REGULAR MEETING 6:30 PM
LOCATION:
6826 Hazel Ave.
Orangevale, CA 95662**

SPECIAL MEETING – 5:30 PM

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. **NEW BUSINESS**
 - a. Workshop to Discuss Board Governance, The Brown Act and the Public Records Act (Workshop)
7. **ADJOURNMENT**

REGULAR MEETING 6:30 PM

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6. **MINUTES**
 - a. Approval of minutes of January 31, 2019 special meeting (pg 1-5)
 - b. Approval of minutes of February 14, 2019 meeting (pg 6-11)

7. **CORRESPONDENCE**
 - a. Confidential envelope – Attorney billing January 2018
 - b. County of Sacramento letter requesting nominations for the Sacramento County Treasury Oversight Committee (pg 12-14)

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 February 2019 (pg 15-16)
 - b. Budget Status Report for February 2019 (pg 17-19)
 - c. Revenue Report for February 2019 (pg 20)

- 8.2 **OLLAD CONSENT MATTERS**
 - a. Ratification of Claims for February 2019 (pg 21-22)
 - b. Budget Status Report for February 2019 (pg 23-24)

- 8.3 **KENNETH GROVE CONSENT MATTERS**
 - a. Ratification of Claims for February 2019 (pg 25)
 - b. Budget Status Report for February 2019 (pg 26)

9. **NON-CONSENT MATTERS GENERAL FUND**
 - a. Ratification of Claims for February 2019 (pg 27)

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

11. **ADMINISTRATOR'S REPORT**
 - a. Monthly Activity Report – February 2019 (pg 28-31)
 - b. Report on Electric Greenway Trail – Next Public Meeting Scheduled for April 9, 2019 (verbal)
 - c. Finance Committee Meeting scheduled for Friday, March 29th at 8:00 a.m. (verbal)

12. **UNFINISHED BUSINESS**

13. **NEW BUSINESS**

- a. Approval of the Agreement for Acquisition of Real Property, Easement for Public Roadway and Public Utilities, and Easement for Temporary Construction for 24 Months with the County of Sacramento at Youth Center Park for the construction of a Bus Stop and Hazel Avenue Sidewalk Improvements (pg 32-51)
- b. Approve Resolution 19-03-613 Resolution Allocating Park Development Fees and In-Lieu Fees to District Capital Projects (pg 52-53)
- c. Approval of Resolution 19-03-614, Resolution Directing Preparation of the Engineer's Report for the Orangevale Landscaping and Lighting Assessment District (OLLAD) of the Orangevale Recreation and Park District (pg 54)
- d. Approval of Resolution 19-03-615, Resolution Directing Preparation of the Engineer's Report for the Kenneth Grove Landscaping and Lighting Assessment District of the Orangevale Recreation and Park District (pg 55)
- e. Approval of a Consultant to Provide Financing and Community Survey Services (pg 56-76)
- f. Approval of the Agreement with the Chamber of Commerce to hold the Orangevale Town Fair (Formerly Pow Wow Days) Event in Orangevale Community Park from May 31 – June 2, 2019 (pg 77-88)
- g. Approval of the Agreement with the Women Veterans Alliance to hold the Women Veterans Red, White & Blue Fun Run Event in Orangevale Community Park on May 18, 2019 (pg 89-100)
- h. Approval of Projects and Budget Allocation for the Big Day of Service on May 11, 2019 (pg 101-102)
- i. Approval of Quote from Abbey Carpet & Floor to Provide Flooring in the Orangevale Youth Center (pg 103-107)

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

15. **ITEMS FOR NEXT AGENDA**

16. **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 January 31, 2019

A Special Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on Thursday, January 31, 2019 at the District Office.

Director Stickney called the Closed Session to order at 6:00 p.m.

Directors present: Meraz, Swenson, Stickney, Montes (Brunberg was absent)

Staff present: Greg Foell, District Administrator

3. **CLOSED SESSION** a) Closed Session Pursuant to Government Code Section 54956.9, Conference with Legal Counsel – Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (b) of Government Code Section 54956.9: One potential case
4. **RESUME PUBLIC SESSION & ANNOUNCE ACTIONS FROM CLOSED SESSION** No action was taken. Direction was given to staff.

Director Stickney called the Special Meeting to order at 6:47 p.m.

Directors present: Meraz, Swenson, Stickney, and Montes (Brunberg was absent)

Staff present: Greg Foell, District Administrator
Horatio Oropeza, Park Superintendent
Jason Bain, Recreation Supervisor
Jennifer Von Aesch, Finance/HR Superintendent

7. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was conducted.
8. **APPROVAL OF AGENDA** On a motion by Director Montes, seconded by Director Meraz, the agenda was approved by a vote of 4-0-0 with Directors Swenson, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays. Director Brunberg was absent.
MOTION #1
9. **PUBLIC DISCUSSION** There was no public discussion.
10. **MINUTES** Not discussed.
11. **CORRESPONDENCE** Not discussed.

12. CONSENT
CALENDAR

MOTION #2

No consent items were pulled for further discussion. On a motion by Director Montes, seconded by Director Swenson, the consent calendar was approved by a vote of 4-0-0 with Directors Swenson, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays. Director Brunberg was absent.

12.1. CONSENT
MATTERS
GENERAL FUND

- a) Ratification of Claims for December 2018 (pg 1-2)
- b) Budget Status Report for December 2018 (pg 3-5)
- c) Revenue Report for December 2018 (pg 6)

12.2. OLLAD
CONSENT
MATTERS

- a) Ratification of Claims for December 2018 (pg 7-8)
- b) Budget Status Report for December 2018 (pg 9)

12.3. KENNETH GROVE
CONSENT
MATTERS

- a) Ratification of Claims for December 2018 (pg 10)
- b) Budget Status Report for December 2018 (pg 11)

13. NON-CONSENT
MATTERS
GENERAL FUND

MOTION #3

No non-consent items were pulled for further discussion. On a motion by Director Stickney, seconded by Director Meraz, the non-consent matters calendar was approved by a vote of 3-0-1 with Directors Swenson, Meraz, and Stickney voting Aye. Director Montes Abstained. There were no Nays. Director Brunberg was absent.

- a) Ratification of Claims for December 2018 (pg 12)

14. 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.
- h) Ad Hoc: No report.

15. ADMINISTRATOR'S
REPORT

- a) Report on Electric Greenway Trail Public Meeting on January 8, 2019 (verbal): Admin. Foell spoke about an article in the newspaper regarding this subject and highlighting the benefits of the project. He felt this public meeting went very well.
- b) County of Sacramento – Hazel Avenue Sidewalk Project Update (verbal): Admin. Foell said that this may be able to be put on the February meeting agenda. The final documents will be put

together soon. Supervisor Frost has been talking with County staff regarding the potential options for the sidewalk on the east side of Hazel. The project details are available at the County. Another project the County will be working on is on Oak Avenue in the summer of 2019; the District has requested the County pave up to the District gate at the Oak Avenue parking lot. Admin. Foell noted that most of these projects are funded by grants which can make the timing a little difficult to determine.

16. UNFINISHED BUSINESS

None discussed.

17. NEW BUSINESS

a) Discussion Regarding Alternative Financing Options for Implementation of the District's Capital Improvement Plan (presentation): Admin. Foell scheduled this presentation to inform the Board of more options available for financing the capital improvements in each of the park master plans. David McMurchie presented information and a comparison between General Obligation (GO) bonds and different types of special taxes. He indicated a GO bond will include a new tax on the community to fund projects to improve District property, but not any operational costs. Once the projects were done and financed, the tax that supports the bond ends. Further, Prop 13 allows the District to tax a percentage of the assessed values, which increases overtime as properties increase in value. A special tax is a flat rate parcel tax so all similar property types pay the same rate. As an independent special district, the District can be awarded this tax upon a two-thirds affirmative vote. Special taxes can be used for capital improvements and to supplement operational costs as long as the purposes are fully explained in the election material. Special taxes can go on in perpetuity and not end when the capital improvement projects are completed. Mr. McMurchie also indicated that the two-thirds vote rule may change in the next couple of years if the legislature makes the decision to change the percentage vote it takes to approve a special tax. Districts can propose a sunset and an escalator as needed. Admin. Foell felt the Board should hear a presentation from SCI at the February meeting and then make a decision on a course of action at the March meeting, which the Board agreed to.

MOTION #4

b) Discussion and Possible Approval of the Purchase of the Sacramento Metropolitan Fire District Property at 5148 Main Avenue (pg 13-16): The District has been considering purchasing this \$80,000 building that is 2,000 square feet on seven acres of undevelopable land. Admin. Foell described the building and potential renovation costs associated with making the building functional for the District as a small recreation center. He asked David McMurchie what the District's options are if the building is underutilized in the future. Mr. McMurchie stated that Districts are allowed to surplus a property that is no longer needed and described the conditions. He cautioned that the District would

need to consider if a future sale of the property could cover the purchase price with improvements. Director Montes believed this was not the best way for the District to spend their funds at this time. The Board also spoke about the issue with parking. Admin. Foell provided the District with an estimate on how they could renovate the building into a recreation center type building. There is a small kitchen and two large bays. Director Stickney wondered if the Fire District would donate the property to the District. Director Stickney made a motion to purchase the property, which was seconded by Director Meraz. Directors Meraz and Stickney voted Aye and Directors Swenson and Montes voted Nay. The motion failed with a vote was 2-2-0. There were no Abstentions. Director Brunberg was absent.

18. DIRECTOR AND STAFF COMMENTS

Superintendent Oropeza explained that they had lost several trees and tree limbs at the disc golf course and at Sundance Park.

Ms. Von Aesch said everything was well. There will be a presentation on the audit at the February meeting.

Admin. Foell noted there was a beaver issue at Sundance, and vector control responded and tore down a dam; however, the dam has been rebuilt.

Director Montes invited the Board to the Best of Orangevale award event.

Director Meraz met with the SMUD contact in charge of governmental affairs during the Electric Greenway Open House. He also met one of the designers to discuss the project.

Director Swenson stated that her husband indicated that the basketball floor was very dusty and was slippery. Admin. Foell said they will clean the floor with the cleaning machine. Supervisor Bain said they switched to a new wax, which may be the cause.

Director Stickney asked about the unevenness of the field at Orangevale Community Center Park and Superintendent Oropeza said it may be due to it being too wet but he will check further.

19. ITEMS FOR NEXT AGENDA

None discussed.

20. ADJOURNMENT

MOTION #5

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 7:56 p.m. On a motion by Director Montes, seconded by Director Swenson, the adjournment was approved by a vote of 4-0-0 with Directors Swenson, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays. Director Brunberg was absent.

Mike Stickney, Chairperson

ORANGEVALE RECREATION & PARK DISTRICT

Minutes of Meeting of Board of Directors February 14, 2019

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on Thursday, February 14, 2019 at the District Office. Director Stickney called the meeting to order at 6:35 p.m.

Directors present: Meraz, Swenson, Stickney, Brunberg, and Montes

Staff present: Greg Foell, District Administrator
Horatio Oropeza, Park Superintendent
Jason Bain, Recreation Supervisor
Melyssa Woodford, Administrative Services Supervisor
Jennifer Von Aesch, Finance/HR Superintendent

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was conducted.
4. **APPROVAL OF AGENDA**
MOTION #1 Item 13d was removed from the agenda. On a motion by Director Montes, seconded by Director Brunberg, the agenda was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, 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 January 10, 2019 Meeting (supplement):
On a motion by Director Montes, seconded by Director Swenson, the minutes were approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays.
7. **CORRESPONDENCE**
MOTION #3 a) Confidential Envelope – Attorney Billing December 2018: On a motion by Director Swenson, seconded by Director Stickney, the attorney billing was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays.
8. **CONSENT CALENDAR**
No consent items were pulled for further discussion. On a motion by Director Meraz, seconded by Director Brunberg, the consent calendar was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays.
- 8.1. **CONSENT MATTERS**
 - a) Ratification of Claims for January 2019 (pg 1-2)
 - b) Budget Status Report for January 2019 (pg 3-5)

GENERAL FUND

**8.2. OLLAD
CONSENT
MATTERS**

- c) Revenue Report for January 2019 (pg 6)
- a) Ratification of Claims for January 2019 (pg 7-8)
- b) Budget Status Report for January 2019 (pg 9-10)

**8.3. KENNETH GROVE
CONSENT
MATTERS**

- a) Ratification of Claims for January 2019 (pg 11)
- b) Budget Status Report for January 2019 (pg 12)

**9. NON-CONSENT
MATTERS
GENERAL FUND**

No report.

**10. 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.
- h) Ad Hoc: No report.

**11. ADMINISTRATOR'S
REPORT**

- a) Monthly Activity Report – January 2019 (pg 13-16): Admin. Foell stated the Hazel Avenue sidewalk project was proceeding along. They will discuss this further in a future meeting. A supervisor from the County told Admin. Foell it appeared “favorable” for the sidewalk from the Regency Baptist Church to the current end of the District sidewalk. The District had been working with other districts regarding the park development fee five-year report. Supervisor Woodford noted that Mr. Miranda had been instructing with the District for 18 years. Supervisor Bain reported they have received 230 sign ups for the swim team so far. Staff added an additional basketball session to accommodate more teams/participants. Superintendent Oropeza said they have been managing the amount of rain we have been receiving. They have been working on cleaning up the disc golf course area. The pool pump impeller has been replaced. Staff are also working on relocating a beaver in Sundance Park to prevent additional dams and flooding issues. The audit was completed.
- b) Report on Electric Greenway Trail – Next Public Meeting Scheduled for April 9, 2019 (verbal): Admin. Foell updated the Board on this upcoming meeting. They have received positive

feedback from the residents.

- c) Finance Committee Meeting Scheduled for Friday, March 29, 2019 at 8:00 a.m. (verbal): Admin. Foell updated the Board on this upcoming meeting.

12. UNFINISHED BUSINESS

None discussed.

13. NEW BUSINESS

MOTION #5

- a) Presentation and Approval of Little Free Library Project at Pecan Park by Zane Shumway (presentation): Zane Shumway could not attend the meeting this month. His presentation may be rescheduled for a future date. The library was part of his senior project and will be located near the rock garden. On a motion by Director Montes, seconded by Director Swenson, the little library project was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays

MOTION #6

- b) Approval of the Orangevale Recreation & Park District Fiscal Audit 2017/18 (pg 17-46): Larry Bain presented the audit report from July 1, 2017 to June 30, 2018. Based on the audit, his report indicated the financial reports from the District were fairly stated. He went on to summarize his report. He noted an error from the County in the amount of \$206,000 but this was resolved the following fiscal year. This was the result of a change in their payroll system. Mr. Bain and Admin. Foell discussed the park development fees and how they will be allocated to capital projects, and they decided to specify fund allocations to specific projects in a new resolution that will supersede prior resolutions that lacked clarity. On a motion by Director Brunberg, seconded by Director Montes, the audit was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays.

MOTION #7

- c) Approve Resolution 19-02-612 Resolution of the Board of Directors of the Orangevale Recreation & Park District Establishing a Schedule of Fees for Use of Park and Recreational Facilities, Programs, and Services (pg 47-62): Admin. Foell stated that the fee schedule is normally reviewed and approved on a yearly basis. This year's increase is recommended to be a 5% increase. Staff also worked to compare fees with other districts, strictly for research purposes. Admin. Foell recommended the Board approve the increase in the schedule of fees. Director Stickney asked why the non-resident rate for the disc golf course was the same as the resident rate. The rate was the same on the District's prior schedule. It was edited to make the disc golf course rate be the same as the horse arena rates of \$250 for non-residents and \$208 for residents, with the person reserving the rental having to be a resident. On a motion by Director Brunberg, seconded by Director Montes, the fee schedule (with the above

change) was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays.

- d) Approve Resolution 19-02-613 Resolution Allocating Park Development Fees and In-Lieu Fees to District Capital Projects (pg 63-64): This item was removed from the agenda.
- e) Approval of the Agreement for Acquisition of Real Property, Easement for Public Roadway and Public Utilities, and Easement for Temporary Construction for 24 Months with the County of Sacramento at Youth Center Park for the Construction of a Bus Stop and Hazel Avenue Sidewalk Improvements (pg 65-84): This project goes from Central to Elm, adding a bus stop in front of the Youth Center playground. The County will build a fence between the bus stop and playground area. This will also include a pedestrian light on Hazel. Construction will begin in 2020 and take up to two years. Director Stickney requested that Admin. Foell send another letter to the County regarding the concerns of the District patrons not having enough room to merge into traffic from the middle lane. Director Meraz recommended a flashing light to warn drivers of the oncoming traffic light color. Director Meraz motioned to approve the agreement, with the addition of a consideration for a secondary light for southbound traffic as discussed. This motion was seconded by Director Swenson. However, after further discussion the motion was withdrawn. The item will be reconsidered at the March 14, 2019 meeting.
- f) Approve Agreement with Exclusive Exteriors to Construct an ADA Pathway at the Youth Center Park in the Amount of \$52,500 (pg 85-101): The District solicited three bids and received two bids. This project includes an ADA compliant sidewalk near the baseball field, and another from the parking lot stalls to the middle of the basketball court and playground, along with an additional sidewalk going around the playground. Wood fiber would be used as the surfacing material in the playground area. On a motion by Director Brunberg, seconded by Director Montes, the agreement was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays.
- g) Approve a Date and Time for a Board Workshop to Discuss and Prioritize the District's Capital Improvement, Capital Replacement, and ADA Plan Projects (pg 102): Admin. Foell recommended the workshop date being February 28 at 6:30. On a motion by Director Montes, seconded by Director Brunberg, the workshop was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays.

MOTION #8

MOTION #9

MOTION #10

MOTION #11

h) Approve a Date and Time for a Board Workshop to Discuss Board Governance, the Brown Act, and the Public Records Act (Conducted by McMurchie Law) (pg 103): This was to be held on March 14, 2019 at 5:30. On a motion by Director Montes, seconded by Director Swenson, the workshop was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays.

MOTION #12

i) Acceptance of the County of Sacramento 2019 Investment Policy for the Pooled Investment Fund (pg 104-121): This vote was done on a yearly basis to accept the investment policy from the County of Sacramento. On a motion by Director Montes, seconded by Director Brunberg, the investment policy was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays.

MOTION #13

j) Approval of Proposal from SCI Consulting to Provide Consulting Services for Updating the Park Impact Fee Nexus Study and Completing the Five-Year Findings Report (pg 122-129): The District must update the park development nexus study every five years and then submit a findings report. On a motion by Director Brunberg, seconded by Director Montes, the proposal was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays.

k) Presentation by Blair Aas from SCI Consulting Group Regarding Financing Methods for District Capital Projects (pg 130): Blair Aas presented the District with financing options to assist the District with the legal, financial, and political process in order to establish a new funding source. Admin. Foell noted that the District was not a growth district. Mr. Aas went on to summarize what his firm could provide the District with regards to financing methods. He reiterated the importance of voter surveys of the community and the benefits of those surveys. In summary, Admin. Foell stated that the Board should choose a funding method based on the community preferences determined by the survey. Mr. Aas recommended doing the GO bond survey first which could cost approximately \$10,000 through a survey firm.

14. DIRECTOR AND STAFF COMMENTS

Supervisor Bain said they will start prepping the pool at the end of March.

Superintendent Oropeza was appreciating the rain.

Ms. Von Aesch reminded the Board that the Form 700 was due in April.

Admin. Foell has two vacations scheduled. One in March and one in

April.

Director Montes congratulated the staff on the Best of Orangevale event.

Director Swenson and Supervisor Bain discussed the floor finish on the basketball court and solutions to the slick surface.

15. ITEMS FOR NEXT AGENDA

Director Stickney stated items for the March agenda including the Hazel Avenue Project, District Financing/Survey Options and the Project/Funding Designation Resolution.

16. ADJOURNMENT

MOTION #14

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 9:10 p.m. On a motion by Director Montes, seconded by Director Swenson, the adjournment was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays.

Mike Stickney, Chairperson

Department of Finance

Ben Lamera
Director



County of Sacramento

Divisions

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

February 25, 2019

To: Special District Pooled Investment Fund Participant Agency Board Chairs

Subject: **ELECTION OF SPECIAL DISTRICTS REPRESENTATIVE FOR THE SACRAMENTO COUNTY TREASURY OVERSIGHT COMMITTEE**

Dear Chair:

On February 27, 1996, the Board of Supervisors established the Sacramento County Treasury Oversight Committee by Resolution #96-0163, as required by Government Code Section 27131. The code allows the Board of Supervisors, in consultation with the Director of Finance, to establish a committee composed of three to eleven members. The committee established by the Board consists of ten members, one of whom represents special districts with funds in the County Treasury. Mr. Brandon Rose has represented the special districts in this position since 2011. Because his term expires on June 30, 2019, a new election must be held.

The following outlines the duties, qualifications, and restrictions for Committee members:

The duties of the Committee are established under the Government Code Sections 27132, et. seq. These duties include review of the Investment Policy of the Pooled Investment Fund, quarterly review of investments, and to cause an annual audit of the portfolio. The Committee may neither direct individual investments nor infringe upon the day-to-day operations of the County Treasury.

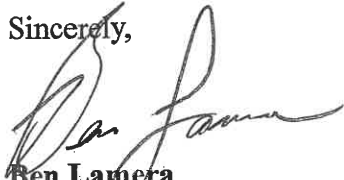
The position requires academic or practical experience in public finance. The term of appointment is normally three years. Members of the Treasury Oversight Committee: 1) may not be employed by any entity that has either contributed to a campaign of a candidate for the office of local treasurer or contributed to the campaign of a candidate to be a member of a legislative body of any agency that has money deposited in the County Treasury in the previous three years or during the period that the employee is a member of the Committee; 2) may neither directly nor indirectly raise money for a candidate for either local Treasurer or a member of the governing board of any local agency that has money deposited in the County Treasury; and 3) may neither secure employment with nor be employed by bond underwriters, bond counsel, security brokerages or dealers, or financial services firms, with whom the Treasurer is doing business either as a member of the Committee or for one year after leaving the Committee. Members must file a Statement of Economic Interests (Form 700) upon assuming office and annually thereafter and must complete at least two hours of training in general ethics principles and ethics law every two years.

Attached is the Treasury Oversight Committee Fact Sheet. We request that your District's governing board provide us with a nomination by April 5, 2019. Individuals nominated must meet the criteria on the Fact Sheet. Please include a resume and one-paragraph candidate statement for the nominee. On April 12, 2019, a ballot will be mailed to you listing the nominations. Ballots must be returned to us no later than May 24, 2019, at 5 p.m. We will then tabulate the ballots and notify you by mail on May 31, 2019, of the election results. A run-off

election will be held if the vote is tied. We expect the newly elected Special Districts Representative to the Treasury Oversight Committee to be ratified by the Board of Supervisors on July 16, 2019. We look forward to working with the representative elected to fill this position.

If you have any questions, please call Bernard Santo Domingo, Chief Investment Officer, at (916) 874-7320.

Sincerely,



Ben Lamera
Director of Finance

Attachment

cc: Bernard Santo Domingo

W:\POOL\TOC\Members\Elect\19-Special District Election Notification.docx

TREASURY OVERSIGHT COMMITTEE FACT SHEET

CONTACT PERSON

Bernard Santo Domingo, Chief Investment Officer, (916) 874-7320

DUTIES

The County Board of Supervisors created the Treasury Oversight Committee (the "Committee") on February 27, 1996 in accordance with Government Code Section 27131. The Committee is responsible for reviewing the quarterly Pooled Investment Fund reports, monitoring and reviewing the County Treasurer's annual Investment Policy, and causing an annual audit of the Pooled Investment Fund portfolio. The Committee is advisory and does not direct individual investment decisions, select investment advisors, brokers, or dealers, or impinge on the day-to-day operations of the county treasury.

MEMBERSHIP

County Director of Finance
Board of Supervisors Representative
Superintendent of Schools Representative
School & Community College Districts Representative
Special Districts Representative
Public Members: 5 Members

TERM

Term of Office
Term of Office
Term of Office
Three-year elected term, may be reelected
Three-year elected term, may be reelected
Three-year appointment, may be reappointed

QUALIFICATIONS

A majority of public members must have expertise or an academic background in public finance. The other public members shall be economically diverse and bipartisan in political registration. All other members must have expertise or academic background in public finance. Members must file a Statement of Economic Interests (Form 700) within 30 days of assuming office and file annually thereafter.

RESTRICTIONS

- 1) A member may not be employed by any entity that has, in the previous three years or during the period that the employee is a member of the Committee, contributed to the campaign of a candidate for either the office of local treasurer or the legislative body of any agency that has deposited funds in the County Treasury.
- 2) A member may not, directly or indirectly, raise money for a candidate for either local treasurer or a member of the governing board of any local agency that has deposited funds in the County Treasury.
- 3) A member may not secure employment with or be employed by bond underwriters, bond counsel, security brokerages or dealers, or financial services firms with whom the Treasurer is doing business either as a member of the Committee or for one year after leaving the Committee.

MEETINGS

The meetings are scheduled for the third Friday of the second month following the end of each quarter. Meetings are held at the County of Sacramento Administration Building, 700 H Street, Hearing Room One, Sacramento, CA 95814.

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GENERAL FUND EXPENDITURES
FOR THE MONTH ENDING
FEBRUARY 28, 2019

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906117798	20202100	ROBERT PORTER	Books/Periodicals/Subscriptions	170.00
1906112393	20202100	US BANK CORPORATE PAYMENT	Books/Periodicals/Subscriptions	184.29
				354.29
1906112393	20203500	US BANK CORPORATE PAYMENT	Education/Training Service	65.00
1906112602	20203900	SUSAN MYREN	Employee Transportation	74.77
1906117431	20203900	EMILY ROMINE	Employee Transportation	14.17
1906112598	20203900	JENNIFER VON AESCH	Employee Transportation	25.62
1906117428	20203900	ASHLEY TAPIA	Employee Transportation	46.33
1906117430	20203900	CHELSEA MCADAM	Employee Transportation	35.21
1906121234	20203900	GREGORY A FOELL	Employee Transportation	130.36
				326.46
1906117714	20205500	HUB INTERNATIONAL	Insurance-Long Term	148.68
1906112536	20206100	AMERICAN SOCIETY OF COMPO	Membership Dues	358.14
1906112393	20207600	US BANK CORPORATE PAYMENT	Office Supplies	6.27
1906112523	20208100	GREG FOELL OR JASON BAIN	Postal Service	6.70
1906116168	20218200	AMERICAN RIVER ACE HARDWA	Irrigation Supplies	16.34
1906109599	20219700	AT&T	Telephone Service	21.53
1906112421	20219700	SPRINT P C S	Telephone Service	36.78
1906116177	20219700	AT&T	Telephone Service	16.17
1906117381	20219700	COMCAST	Telephone Service	634.58
1906127264	20219700	AT&T	Telephone Service	22.33
				731.39
1906112568	20226200	JJR ENTERPRISES INC	Office Equipment Maintenance Supply	131.02
1906122580	20250700	SACRAMENTO LOCAL AGENCY F	Assessment Collection Service	367.00
1906122605	20253100	DAVID MCMURCHIE	Legal Service	5,856.50
1906122603	20253100	DAVID MCMURCHIE	Legal Service	5,137.30
				10,993.80
1906117784	20256200	DESIREE BROWN	Transcribing Service	136.00
1906117811	20257100	TIN STAR SECURITY CO	Security Service	268.75
1906117798	20259101	ROBERT PORTER	Computer Consultants	500.00
1906112534	20285100	DANIEL WINE	Recreational Services	900.00
1906112565	20285100	TERRY MASTEN	Recreational Services	60.00
1906112566	20285100	CORDOVA RECREATION & PARK	Recreational Services	191.25
1906112571	20285100	KAYLA GUZMAN	Recreational Services	591.50
1906112589	20285100	ALLGOOD DRIVING SCHOOL	Recreational Services	98.60
1906112592	20285100	RICHARD KOWALESKI	Recreational Services	72.00
1906112594	20285100	ADRIAAN JANSEN VAN VUUREN	Recreational Services	1,268.50
1906112596	20285100	HOLLY COVALT HOLT	Recreational Services	165.60
1906121271	20285100	SAN JUAN UNIFIED SCHOOL D	Recreational Services	20.00
1906117806	20285100	TERRY MASTEN	Recreational Services	180.00
1906117817	20285100	GRANIT BAY MARTIAL ARTS C	Recreational Services	112.00
1906121274	20285100	SAN JUAN UNIFIED SCHOOL D	Recreational Services	20.00
1906121269	20285100	SAN JUAN UNIFIED SCHOOL D	Recreational Services	20.00
1906121252	20285100	JASON ELDER	Recreational Services	400.00
1906121248	20285100	RESCUE TRAINING INSTITUTE	Recreational Services	108.50

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

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditure	Expenditures to Date	Funds Available	% Left
1000	SALARIES & EMPLOYEE BENEFITS					
10111000	Salaries & Wages, Regular	835,000.00	52,958.00	454,888.27	380,111.73	46%
10112100	Salaries & Wages, Extra Help	390,000.00	10,642.41	216,424.28	173,575.72	45%
10112400	Salaries, Board members	12,000.00	900.00	5,200.00	6,800.00	57%
10121000	Retirement	210,000.00	13,973.69	118,407.17	91,592.83	44%
10122000	Social Security	90,000.00	4,867.28	50,820.11	39,179.89	44%
10123000	Group Insurance	235,000.00	18,848.86	138,043.88	96,956.12	41%
10124000	Worker's Comp. Ins	60,000.00		15,461.75	44,538.25	74%
10125000	Unemployment Insurance	25,000.00	1,721.14	12,915.34	12,084.66	48%
10128000	Health Care/Retirees	0.00		-	0.00	#DIV/0!
	<i>SUB-TOTAL</i>	1,857,000.00	103,911.38	1,012,160.80	844,839.20	45%
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	1,500.00		2,279.58	(779.58)	-52%
20202100	Books/Periodicals/Subscrip	750.00	354.29	1,340.19	(590.19)	-79%
20202900	Business/Conference Expense	5,000.00		4,263.37	736.63	15%
20203500	Education/Training Serv.	3,500.00	65.00	1,765.00	1,735.00	50%
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		948.39	1,051.61	53%
20203802	Recognition Items	500.00		-	500.00	100%
20203803	Recognition Events	500.00		-	500.00	100%
20203900	Employee Transportation	3,000.00	326.46	1,415.98	1,584.02	53%
20205100	Liability Insurance	43,000.00		47,108.00	(4,108.00)	-10%
20205500	Rental Insurance	4,000.00	148.68	859.04	3,140.96	79%
20206100	Membership Dues	8,000.00	358.14	7,723.14	276.86	3%
20207600	Office Supplies	9,000.00	6.27	3,280.03	5,719.97	64%
20207602	Signs	500.00		-	500.00	100%
20207603	Keys	350.00		-	350.00	100%
20208100	Postal Services	6,500.00	6.70	4,303.62	2,196.38	34%
20208102	Stamps	3,000.00		504.40	2,495.60	83%
20208500	Printing Services	28,000.00		9,217.80	18,782.20	67%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20210400	Agricultural/Horticultural Supply	1,000.00		-	1,000.00	100%
20211200	Building Maint. Supplies	1,000.00		528.00	472.00	47%
20212200	Chemicals	500.00		-	500.00	100%
20213100	Electrical Maint. Service	400.00		-	400.00	100%
20213200	Electrical Maint. Supplies	500.00		-	500.00	100%
20214100	Land Improv. Maint. Services	500.00		-	500.00	100%
20214200	Land Improv. Maint. Supplies	500.00		-	500.00	100%
20215100	Mechanical System Maint. Ser	500.00		-	500.00	100%
20215200	Mechanical System Maint. Sup	500.00		-	500.00	100%
20216200	Painting Supplies	500.00		-	500.00	100%
20216700	Plumbing Maint. Service	400.00		-	400.00	100%
20216800	Plumbing Maint. Supplies	1,000.00		-	1,000.00	100%
20218100	Irrigation Services	500.00		-	500.00	100%

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditure	Expenditures to Date	Funds Available	% Left
20218200	Irrigation Supplies	500.00	16.34	16.34	483.66	97%
20218500	Permit Charges	3,000.00		-	3,000.00	100%
20219100	Electricity	500.00		-	500.00	100%
20219200	Natural Gas / LPG/ Fuel Oil	500.00		-	500.00	100%
20219300	Refuse Collection / Disposal Service	500.00		-	500.00	100%
20219500	Sewage Disposal Service	500.00		-	500.00	100%
20219700	Telephone Service	15,000.00	731.39	5,595.34	9,404.66	63%
20219800	Water	1,000.00		34.87	965.13	97%
20219900	Telephone System Maint.	500.00		-	500.00	100%
20220500	Automotive Maint. Service	500.00		-	500.00	100%
20220600	Automotive Maint. Supplies	500.00		-	500.00	100%
20221200	Construction Equip Maint Sup	500.00		-	500.00	100%
20222600	Expendable Tools	500.00		-	500.00	100%
20223600	Fuel & Lubricants	500.00		-	500.00	100%
20226100	Office Equip Maint Service	1,000.00		-	1,000.00	100%
20226200	Office Equip Maint Supplies	5,000.00	131.02	1,010.18	3,989.82	80%
20227500	Rents/Leases Equipment	500.00		-	500.00	100%
20228100	Shop Equip Maint Service	500.00		-	500.00	100%
20228200	Shop Equip Maint Supplies	500.00		-	500.00	100%
20229100	Other Equip Maint Service	500.00		-	500.00	100%
20229200	Other Equip Maint Supplies	500.00		-	500.00	100%
20231400	Clothing/Personal Supplies	2,000.00		-	2,000.00	100%
20232100	Custodial Services	1,000.00		-	1,000.00	100%
20232200	Custodial Supplies	1,000.00		(0.00)	1,000.00	100%
20244300	Medical Services	200.00		347.47	(147.47)	-74%
20250500	Accounting Services	8,000.00		-	8,000.00	100%
20250700	Assessment/Collection Service	18,000.00	367.00	8,998.47	9,001.53	50%
20252500	Engineering Services	6,000.00		1,935.00	4,065.00	68%
20253100	Legal Services	15,000.00	10,993.80	21,215.80	(6,215.80)	-41%
20256200	Transcribing Services	1,000.00	136.00	919.00	81.00	8%
20257100	Security Services	5,000.00	268.75	1,761.25	3,238.75	65%
20259100	Other Professional Services	10,000.00		20,489.14	(10,489.14)	-105%
20259101	Computer Consultants	6,000.00	500.00	4,165.00	1,835.00	31%
20281201	PC Hardware	10,000.00		4,576.39	5,423.61	54%
20281202	PC Software	6,000.00		901.10	5,098.90	85%
20281203	PC Supplies	1,000.00		291.60	708.40	71%
20281900	Elections	0.00		2,008.00	(2,008.00)	#DIV/0!
20285100	Recreational Services	180,000.00	5,867.95	87,766.62	92,233.38	51%
20285200	Recreational Supplies	40,000.00	2,709.57	20,886.86	19,113.14	48%
20289800	Other Operating Exp - Supplies	2,000.00		(388.98)	2,388.98	119%
20289900	Other Operating Exp - Services	2,000.00		-	2,000.00	100%
20291100	System Development Services	3,000.00		2,758.35	241.65	8%
20296200	GS Parking Charges	200.00	10.50	80.50	119.50	60%
	SUB-TOTAL	480,800.00	22,997.86	270,904.84	209,895.16	44%
3000	OTHER CHARGES					
30321000	Interest Expense	14,000.00		13,498.34	501.66	4%
30322000	Bond/Loan Redemption	70,000.00	429.93	66,324.73	3,675.27	5%
30345000	Taxes/Licenses/Assess Trans	2,500.00		-	2,500.00	100%
	SUB-TOTAL	86,500.00	429.93	79,823.07	6,676.93	8%

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditure	Expenditures to Date	Funds Available	% Left
4000	FIXED ASSETS					
41410100	Land	0.00		-	0.00	
42420200	Struc. & Improvements	270,000.00	7,225.00	7,225.00	262,775.00	97%
43430300	Vehicles/Equipment	0.00		-	0.00	#DIV/0!
	SUB-TOTAL	270,000.00	7,225.00	7,225.00	262,775.00	97%
5000	INTERFUND CHARGES					
50557100	Fingerprinting Service	4,000.00	47.00	1,049.00	2,951.00	74%
	SUB-TOTAL	4,000.00	47.00	1,049.00	2,951.00	74%
79790100	<i>Contingency Appropriations</i>	0.00		-	0.00	0%
	<i>Deposit into Reserves</i>	0.00		-	0.00	0%
	GRAND TOTAL	2,698,300.00	134,611.17	1,371,162.71	1,327,137.29	49%

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

Account Number	Revenue Account	2018/2019 Budgeted Revenue	Realized This Period	Collection YTD Balance	YTD Uncollected Balance	% Collected
91910100	Prop. Taxes - Current Secured	1,340,000		704,733.67	635,266.33	52.59%
91910200	Prop. Taxes - Current Unsecured	40,000		47,240.07	-7,240.07	118.10%
91910300	Supplemental Taxes Current	10,000		10,125.71	-125.71	101.26%
91910400	Prop. Taxes Sec. Delinquent	10,000		9,677.62	322.38	96.78%
91910500	Prop. Taxes Supp. Delinq.	500		1,907.71	-1,407.71	381.54%
91910600	Unitary Current Secured	12,000		7,351.58	4,648.42	61.26%
91910800	Prior Year Supple-Delinq	-		0.00	0.00	
91910900	Education Rev. Augment. Fund	-		0.00	0.00	
91911000	Prop. Tax - Sec. Delinq. Roll	-		0.00	0.00	
91912000	Prop. Tax - Sec. Redemption	-		0.00	0.00	
91913000	Prop. Tax Prior - Unsecured	1,000		363.36	636.64	36.34%
91914000	Penalty Costs - Prop. Tax	200		62.62	137.38	31.31%
91919900	Taxes - Other	-		0.00	0.00	
	SUB-TOTAL TAXES 9100	1,413,700	0.00	781,462.34	632,237.66	55.28%
94941000	Interest Income	4,000		5,416.00	-1,416.00	135.40%
94942900	Building Rental Other	100,000	22,910.00	80,277.73	19,722.27	80.28%
94943900	Cell Tower Leases	19,600	5,223.56	20,894.24	-1,294.24	106.60%
94944800	Rec.Concessions Final 9	17,000	1,100.00	9,596.81	7,403.19	56.45%
94945900	Other Vending Devices	2,000		0.00	2,000.00	0.00%
94949000	Concessions - Other	-		0.00	0.00	
95952200	Homeowner Prop. Tax Relief	15,000		6,656.95	8,343.05	44.38%
95952900	In-Lieu Taxes	270,000		0.00	270,000.00	0.00%
95956900	State Aid - Other Misc. Programs	-		0.00	0.00	
96963313	Miscellaneous Fees	1,000	976.12	2,867.61	-1,867.61	286.76%
96964600	Recreation Service Charges	485,000	77,069.57	274,008.99	210,991.01	56.50%
96969700	Security Services	2,500	1,577.60	4,479.59	-1,979.59	179.18%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	-	25.00	1,644.79	-1,644.79	
97973200	Recreation Contributions	-		0.00	0.00	
97973300	Orangevale Clubs	-		0.00	0.00	
97974000	Insurance Proceeds	2,500	361.00	1,204.10	1,295.90	48.16%
97979000	Revenue - Other	500	8.87	557.71	-57.71	111.54%
	SUB-TOTAL OTHER MISC. INCOME	919,100	109,251.72	407,604.52	511,495.48	44.35%
	TOTAL BUDGET AMOUNT	2,332,800	109,251.72	1,189,066.86	1,143,733.14	50.97%

OLLAD EXPENDITURES
FOR THE MONTH ENDING
FEBRUARY 28, 2019

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906112393	20203500	US BANK CORPORATE PAYMENT	Education/Training Service	60.00
1906112393	20206100	US BANK CORPORATE PAYMENT	Membership Dues	145.00
1906127257	20210400	LOWES BUSINESS ACCOUNT	Agriculture/Horticulture Supply	128.18
1906116168	20211200	AMERICAN RIVER ACE HARDWA	Building Maintenance Supply Material	147.97
109663799	20211200	BT MANCINI CO INC	Building Maintenance Supply Material	528.00
1906127641	20211200	CSLS INC	Building Maintenance Supply/Material	361.17
1906127643	20211200	CSLS INC	Building Maintenance Supply/Material	36.98
1906127257	20211200	LOWES BUSINESS ACCOUNT	Building Maintenance Supply Material	92.13
				1,166.25
1906112473	20212200	SITEONE LANDSCAPE SUPPLY	Chemical Supplies	1,047.62
1906117424	20212200	LESLIES POOLMART INC	Chemical Supplies	72.53
1700112813	20212200	LESLIES POOLMART INC	Chemical Supplies	-84.47
1906117426	20212200	LESLIES POOLMART INC	Chemical Supplies	72.53
				1,108.21
1906121229	20214100	ONE STOP CALL SHOP	Land Improvement Maintenance Service	1,500.00
1906117411	20214200	ROSS RECREATION EQUIPMENT	Land Improvement Maintenance Supply	937.55
1906127320	20214200	NIMBUS LANDSCAPING MATERI	Land Improvement Maintenance Supply	21.11
1906127322	20214200	NIMBUS LANDSCAPING MATERI	Land Improvement Maintenance Supply	21.11
				979.77
1906113981	20215100	TDJE INCORPORATED	Mechanical System Maintenance Service	-4,613.25
1906114641	20215100	TDJE INCORPORATED	Mechanical System Maintenance Service	4,813.25
				200.00
1906112472	20215200	SCP DISTRIBUTORS LLC LINC	Mechanical System Maintenance Supply	296.49
1906112474	20216200	SITEONE LANDSCAPE SUPPLY	Painting Supplies	51.70
1906121220	20216800	SITEONE LANDSCAPE SUPPLY	Plumbing Maintenance Supply	121.52
1906117719	20218200	TOLLEFSON AND ASSOCIATES	Irrigation Supplies	21.50
1906116174	20219100	SMUD	Electricity	5,963.69
1906112432	20219200	PACIFIC GAS AND ELECTRIC	Natural Gas/LPG/Fuel Oil	7,557.48
1300701626	20219200	SIERRA MARLIN REIMBURSEMENT	Nat Gas/LPG/Fuel Oil	-11,323.00
				-3,765.52
1906109610	20219300	ALLIED WASTE SERVICES OF	Refuse Collection/Disposal Service	1,643.58
1906109613	20219500	COUNTY OF SACRAMENTO	Sewage Disposal Service	464.45
1906121228	20219500	UNITED SITE SERVICES	Sewage Disposal Service	177.86
1906121225	20219500	UNITED SITE SERVICES	Sewage Disposal Service	177.86
				820.17
1906116175	20219800	SAN JUAN WATER DISTRICT	Water	205.66
1906121217	20219800	ORANGE VALE WATER COMPANY	Water	1,950.60
1906112393	20219800	US BANK CORPORATE PAYMENT	Water	38.53
				2,194.79
1906112523	20222600	PETTY CASH GREG FOELL OR JASON	Expendable Tools	50.00

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

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditure	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20207600	Office Supplies	500.00		122.78	377.22	75%
20207602	Signs	500.00		-	500.00	100%
20207603	Keys	2,000.00		2.69	1,997.31	100%
20206100	Membership Dues	1,000.00	145.00	295.00	705.00	71%
20210300	Agricultural/Horticultural Service	12,000.00		3,225.00	8,775.00	73%
20210400	Agricultural/Horticultural Supply	15,000.00	128.18	1,027.31	13,972.69	93%
20211200	Building Maint. Supplies	10,000.00	1,166.25	3,682.93	6,317.07	63%
20212200	Chemicals	30,000.00	1,108.21	17,379.59	12,620.41	42%
20213100	Electrical Maint. Service	6,000.00		9,463.64	(3,463.64)	-58%
20213200	Electrical Maint. Supplies	2,000.00		478.07	1,521.93	76%
20203500	Education/Training Service	3,000.00	60.00	515.00	2,485.00	83%
20214100	Land Improv. Maint. Service	20,000.00	1,500.00	1,500.00	18,500.00	93%
20214200	Land Improv. Maint. Supplies	46,000.00	979.77	9,096.93	36,903.07	80%
20215100	Mechanical System Maint. Ser	10,000.00	200.00	6,146.41	3,853.59	39%
20215200	Mechanical System Maint. Sup	3,000.00	296.49	1,247.16	1,752.84	58%
20216200	Painting Supplies	1,500.00	51.70	115.68	1,384.32	92%
20216700	Plumbing Maint. Service	1,000.00		610.00	390.00	39%
20216800	Plumbing Maint. Supplies	4,000.00	121.52	1,131.82	2,868.18	72%
20218100	Irrigation Service	2,000.00		-	2,000.00	100%
20218200	Irrigation Supplies	18,000.00	21.50	8,003.17	9,996.83	56%
20218500	Permit Charges	2,000.00		1,741.75	258.25	13%
20219100	Electricity	83,000.00	5,963.69	54,365.66	28,634.34	34%
20219200	Natural Gas / LPG/ Fuel Oil	30,000.00	(3,765.52)	14,122.44	15,877.56	53%
20219300	Refuse Collection / Disposal Service	24,000.00	1,643.58	14,622.35	9,377.65	39%
20219500	Sewage Disposal Service	14,000.00	820.17	7,619.78	6,380.22	46%
20219800	Water	51,000.00	2,194.79	40,126.25	10,873.75	21%
20219900	Telephone System Maintenance	3,000.00		-	3,000.00	100%
20220500	Auto Maintenance Service	6,000.00		373.24	5,626.76	94%
20220600	Auto Maintenance Supplies	6,000.00		1,725.40	4,274.60	71%
20221200	Construction Equip. Maint. Sup.	500.00		40.60	459.40	92%
20222600	Expendable Tools	4,000.00	50.00	1,823.99	2,176.01	54%
20223600	Fuel & Lubricants	18,000.00	926.34	9,220.93	8,779.07	49%
20227500	Rent/Lease Equipment	5,000.00		2,424.15	2,575.85	52%
20228100	Shop Equip. Maint. Service	2,000.00		79.45	1,920.55	96%
20228200	Shop Equip. Maint. Supplies	7,000.00	76.46	3,795.15	3,204.85	46%
20229100	Other Equip. Maint. Service	2,500.00		221.67	2,278.33	91%
20229200	Other Equip. Maint. Supplies	4,000.00		1,434.72	2,565.28	64%
20231400	Clothing/Personal Supplies	4,000.00	87.80	924.98	3,075.02	77%
20232200	Custodial Supplies	20,000.00	3,454.72	10,577.71	9,422.29	47%
20250500	Accounting Services	3,000.00		-	3,000.00	100%
20252500	Engineering Services	15,000.00	5,200.00	14,330.76	669.24	4%
20253100	Legal Services	18,000.00		14,161.50	3,838.50	21%
20257100	Security Services	16,000.00	2,461.74	10,452.91	5,547.09	35%
20259100	Other Professional Services	38,000.00	169.00	27,395.96	10,604.04	28%
20289800	Other Operating Expenses Sup.	3,500.00		222.09	3,277.91	94%
	SUB-TOTAL	567,000.00	25,061.39	295,846.62	271,153.38	48%

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditure	Expenditures to Date	Funds Available	% Left
3000	OTHER CHARGES					
30321000	Interest Expense	0.00		-	0.00	0%
30322000	Bond/Loan Redemption	0.00		-	0.00	0%
30345000	Taxes/Licenses/Assess Trans	1,200.00		1,199.43	0.57	0%
	SUB-TOTAL	1,200.00	-	1,199.43	0.57	0%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	110,000.00		-	110,000.00	100%
43430300	Equipment	70,000.00		-	70,000.00	100%
	SUB-TOTAL	180,000.00	-	-	180,000.00	100%
	GRAND TOTAL	748,200.00	25,061.39	297,046.05	451,153.95	60%

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

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditures	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	500.00		-	500.00	100%
20207600	Office Supplies	100.00		-	100.00	100%
20207602	Signs	50.00		-	50.00	100%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20219800	Water	800.00	39.19	313.52	486.48	61%
20223600	Fuel & Lubricants	600.00		328.07	271.93	45%
20250500	Accounting Services	500.00		-	500.00	100%
20252500	Engineering Services	1,000.00		1,000.00	0.00	0%
20253100	Legal Services	100.00		-	100.00	100%
20256200	Transcribing Services	150.00		-	150.00	100%
20259100	Other Professional Services	500.00		-	500.00	100%
20289900	Other Operating Exp - Services	300.00		-	300.00	100%
20291500	COMPASS Costs	300.00		-	300.00	100%
20296200	GS Parking Charges	30.00		-	30.00	100%
	SUB-TOTAL	5,430.00	39.19	1,641.59	3,788.41	70%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	0.00		-	0.00	0%
	SUB-TOTAL	0.00	-	-	0.00	0%
	GRAND TOTAL	5,430.00	39.19	1,641.59	3,788.41	70%

STAFF REPORT



DATE: 3-14-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: MONTHLY ACTIVITY REPORT – FEBRUARY 2019

ADMINISTRATION

- Administrator Foell attended the Orangevale Community Council Meeting on February 8th.
- Board Members Stickney, Swenson, Meraz, and Montes, Administrator Foell, Finance/HR Supt. Von Aesch, and Supervisor Woodford attended the Best of Orangevale 2018 Award Banquet February 9th.
- Administrator Foell and City of Citrus Heights staff met with Escallonia residents regarding the Electric Greenway Project.
- Administrator Foell and Park Supt. Oropeza met with contractors regarding the Youth Center flooring project and the parking lot seal coat project.
- Park Maint. II Bruce Edwards organized a volunteer clean-up at the Disc Golf Course with members of the Shady Oaks Disc Golf Club on February 23rd. The group of over twenty volunteers chipped and cut dead wood and cleaned debris from in and around the creek. A total of 180 hours of service was accomplished.
- Administrator Foell attended a Big Day of Service meeting on February 26th.
- A Special Board Meeting was held on February 28th to prioritize projects identified in the park master plans.

RECREATION

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

December Activities	Enrollment	Attendance	Gross Revenue
Classes			
Aerial Silks Skills For Beginners	1		\$ 132.00
Aiki Jujitsu	9		\$ 461.00
Aikido Teen/Adult	7		\$ 1,048.00
Aikido Youth	9		\$ 723.00
Artist Studio	27		\$ 1,728.00
Ballet - Baby	9		\$ 291.00
Ballet - Pre Ballet	8		\$ 259.00
Basketball Middle School Girls	68		\$ 7,276.00
Basketball Pee Wee	16		\$ 785.00
Basketball Top Notch Training	10		\$ 1,132.00
Basketball Winter Youth	97		\$ 12,418.00
Dance - Foxtrot	2		\$ 47.00
Dance - Waltz	3		\$ 79.00
Gymnastics - KinderGym	6		\$ 900.00

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

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

PROGRAM HIGHLIGHTS

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

UPCOMING EVENTS

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

SECURITY

**Fulton-El Camino Park District Police Department
Monthly Status Report for: Orangevale Recreation and Park District
Reporting Period: 2019-02-01 to 2019-02-28**

Almond Park

Parking Citations Issued

1) Date/Time: 2019-02-23 16:36

V1: 5204(a) CVC Current registration tabs not properly displayed

Off Property

Notice To Appear Issued

1) Date/Time: 2019-02-16 15:08

Violation 1: 459.5 PC Shoplifting, Severity: Mis

D.U.I Arrests

1) Date/Time: 2019-02-23 23:01

DUI Type: Alcohol B.A.C: 0.175

OV Community Center

Parking Citations Issued

1) Date/Time: 2019-02-14 11:58

V1: 4000(a) CVC No current registration

OV Community Park (Disc Golf)

Onsite Arrests Made

1) Date/Time: 2019-02-16 19:35

V1: 148(a)(1) PC Resist, Delay, Obstruct a Peace Officer Severity: Mis

V2: 602(k) PC Trespassing Severity: Mis

V3: 1203.2 PC Violation of Probation Severity: Mis

Warrant Arrests

1) Date/Time: 2019-02-23 16:33

Severity: Fel

Warrant Amount:

Pecan Park

Notice To Appear Issued

1) Date/Time: 2019-02-05 14:35

Violation 1: 9.36.066.6 SCO Cart In Park, Severity: Inf

2) Date/Time: 2019-02-05 14:41

Violation 1: 9.36.061(a)(1) SCO harm, chase animals, Severity: Inf

PARKS

Park Infrastructure

All Parks

- Nelson continues to do monthly playground inspections and takes care of repairs on site if necessary.
- Staff removed several large broken branches from Disk Golf, Community Center Park and Almond Park.
- Bruce and Doug repaired a 16-foot section of siding on the north side of the Pecan Park women's bathroom.
- Doug moved a fire extinguisher in Kids Corner building and added two fire extinguisher per fire inspection report.
- Staff repaired approx. 64 square feet of sheetrock inside the men's shower room at the pool.

Mechanics

- Lucas continues to do basic maintenance on all vehicles and mowers.
- Chainsaw and chipper maintenance was completed.
- Lucas replaced the front tires on the dump truck.

Park Irrigation

All Parks

- All irrigation is currently off.
- Hunter technical support changed the frequency to all the radio transmitters to the hunter clocks due to interference.

Park Grounds

All Parks

- Staff continues with detail maintenance in all parks and park restrooms.
- Staff continues with storm drain clean up during rainy days.
- Staff mowed all areas.

Other Reports

- Staff replaced six ventriculus clamps and gaskets from all sand filter connections at Orangevale Community Pool.
- A large tree was removed by Marks One Stop tree company from Pecan Park due to its hazardous condition.
- The pool recirculation system is currently off due to a leak detected in the center area of the pool where it had been repaired in the past.
- Staff installed a new drinking fountain at the Oak and Filbert area in Orangevale Community Park.
- Bruce Edwards organized and led a volunteer cleanup day at Disk Golf. Several fallen trees and tree branches were removed from the areas near Holes 4, 6, 7, 8, 10, 11, 13, 15, 16, 17, 18. Some of the creek areas were also cleaned from debris. Nelson Kirk also assisted in the cleanup.
- Park staff continues to assist Recreation in Youth Center building preparation and cleanup for rental and program classes.
- The cell tower equipment storage unit at Disk Golf was vandalized. The entrance door and some of the equipment inside was damaged. Crown Castle took care of the repairs of the building.

STAFF REPORT



DATE: 3-14-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

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

RECOMMENDATION

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

BACKGROUND

The County of Sacramento has requested an Easement to construct a bus stop and sidewalk improvements along the west side of Hazel Avenue at the Youth Center Park. The County of Sacramento has agreed to build a security fence behind the bus stop as a barrier between the street and the playground area. The Easement Agreement has been reviewed by the District's attorney and approved as to form after the County agreed to changes regarding the indemnity language. At the February 14, 2019 Board of Director's meeting the Board requested a County representative come to the March meeting to answer questions regarding the bus stop and in particular the safety issues surrounding the egress from the Community Center parking lot to Hazel Avenue and the proximity to the pedestrian cross walk. Tim Stevens from the Sacramento County Department of Transportation will be in attendance to answer any questions regarding the project.

RECOMMENDED MOTION

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

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

AGREEMENT FOR ACQUISITION OF REAL PROPERTY

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

The parties hereby agree as follows:

1. PROPERTY.

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

2. DELIVERY OF DOCUMENTS.

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

3. CONSIDERATION.

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

4. PAYMENT OF MORTGAGE OR DEED OF TRUST.

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

5. POSSESSION.

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

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

6. OWNER'S INDEMNIFICATION.

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

7. OPTION TO EXTEND TEMPORARY CONSTRUCTION EASEMENT

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

8. RESTORATION OF TEMPORARY CONSTRUCTION EASEMENT.

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

9. CONSTRUCTION CONTRACT WORK.

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

- i) to remove and dispose of the existing fence and install new 6 foot tall Omega Fence Systems-Elite Double Wire (or approved equal) fence approximately 145 linear feet in length and in a location as depicted in Exhibit "D". The exact location of the new fence will be established and confirmed during construction.
- ii) to remove, replace in-kind and re-construct the irrigation system affected by this Section 9 work.

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

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

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

11. LEASE WARRANTY.

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

12. INDEMNIFICATION.

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

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

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

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

13. GOVERNING LAW/SEVERABILITY.

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

14. PUBLIC PURPOSE.

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

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

15. AUTHORITY AND EXECUTION.

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

16. ENTIRE AGREEMENT

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

17. COUNTERPARTS

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

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

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

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

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

RECOMMENDED BY:

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

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

EXHIBIT "A" DESCRIPTION

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

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

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

RSW 03-14-2018

Robert W. Snow
State of California Licensed Land Surveyor



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

SCALE: 1"=30'



03-14-2018

BOOK 19961224
O.R. PAGE 0099

LEGEND:

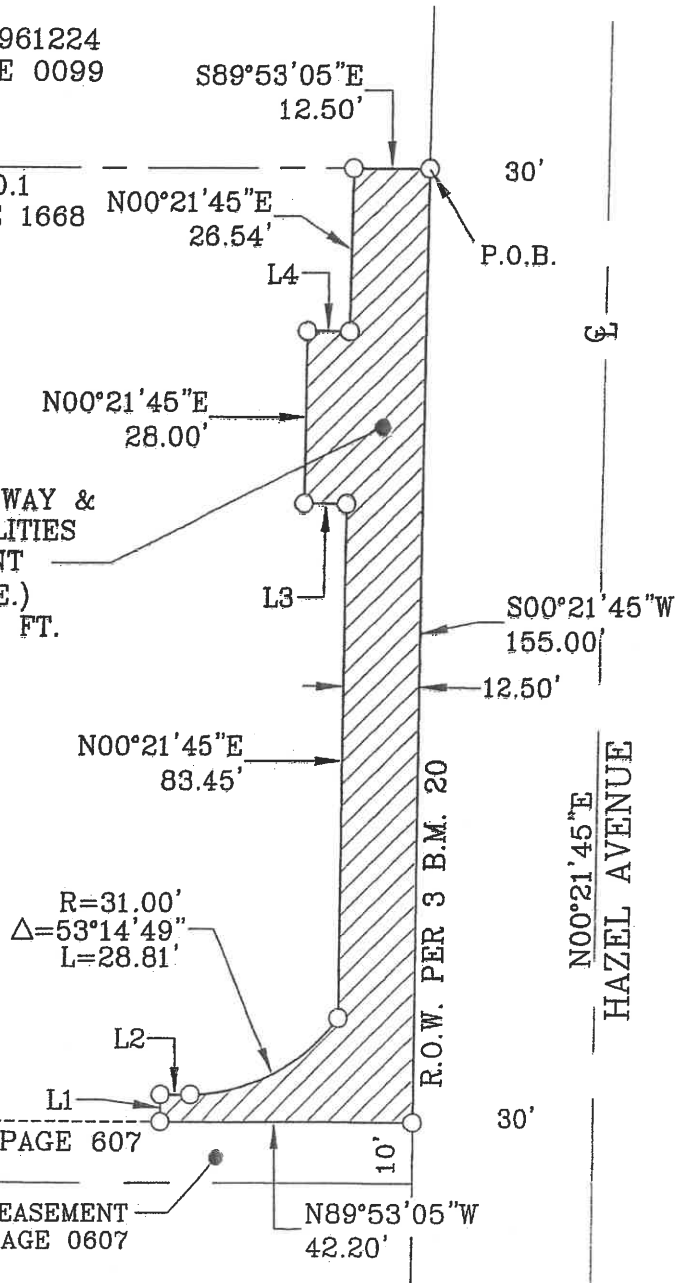
- O..... DIMENSION POINT
- P.O.B..... POINT OF BEGINNING
- R.O.W..... RIGHT OF WAY
- P.U.E..... PUBLIC UTILITY EASEMENT
- B.M..... BOOK OF MAPS
- O.R..... OFFICIAL RECORDS
- P.R.P.U.E. PUBLIC ROADWAY & PUBLIC UTILITIES EASEMENT
- ⊕..... STREET CENTERLINE

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

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

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

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



NORTH LINE BOOK 660110 O.R. PAGE 607

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

COUNTY OF SACRAMENTO

OFFICE OF DEVELOPMENT & CODE SERVICES
SURVEY SECTION

SCALE: 1"=30' JANUARY 2018

EXHIBIT "B"

PAGE 2 OF 2

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

H-139



03-19-2018



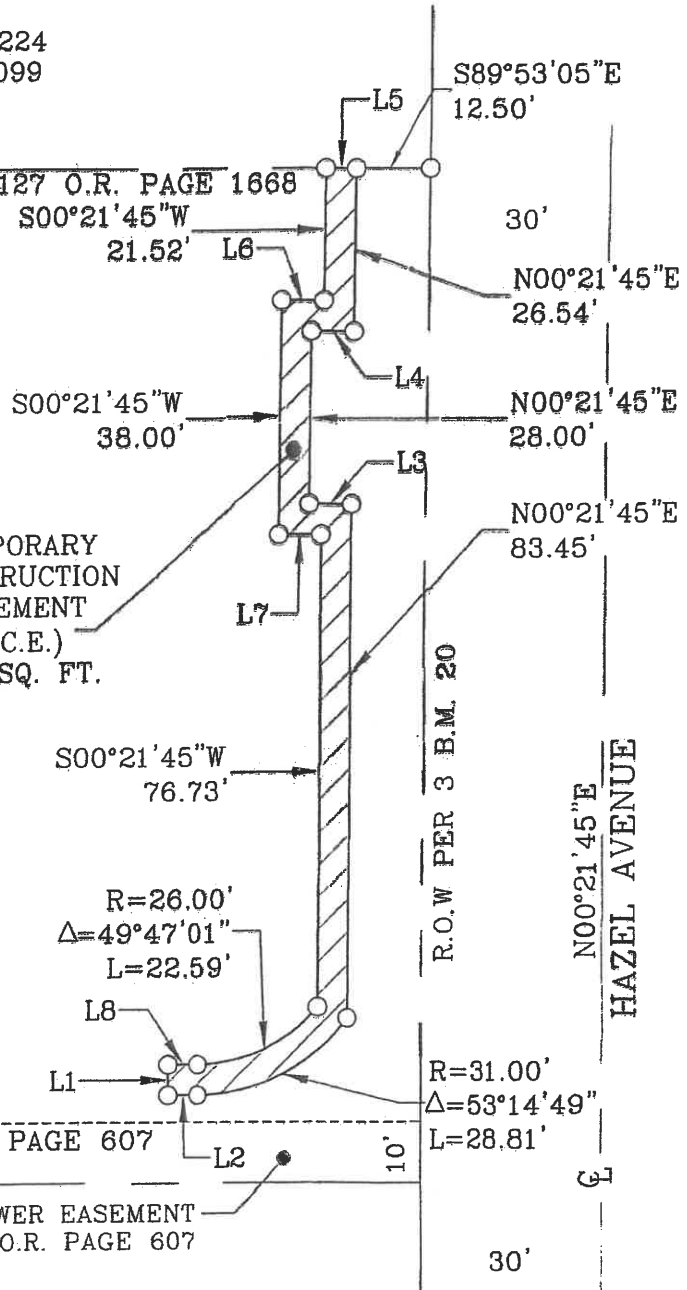
LEGEND:

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

BOOK 19961224
O.R. PAGE 099

NORTH LINE BOOK 19851127 O.R. PAGE 1668

BOOK 19851127
O.R. PAGE 1668



Line Table

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

NORTH LINE BOOK 660110 O.R. PAGE 607

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

COUNTY OF SACRAMENTO

OFFICE OF DEVELOPMENT & CODE SERVICES
SURVEY SECTION

SCALE: 1"=30' JANUARY 2018

EXHIBIT "B"
A PORTION OF

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

PAGE 1 OF 1

H-139

EXHIBIT "C"



SCALE 1" = [edit]


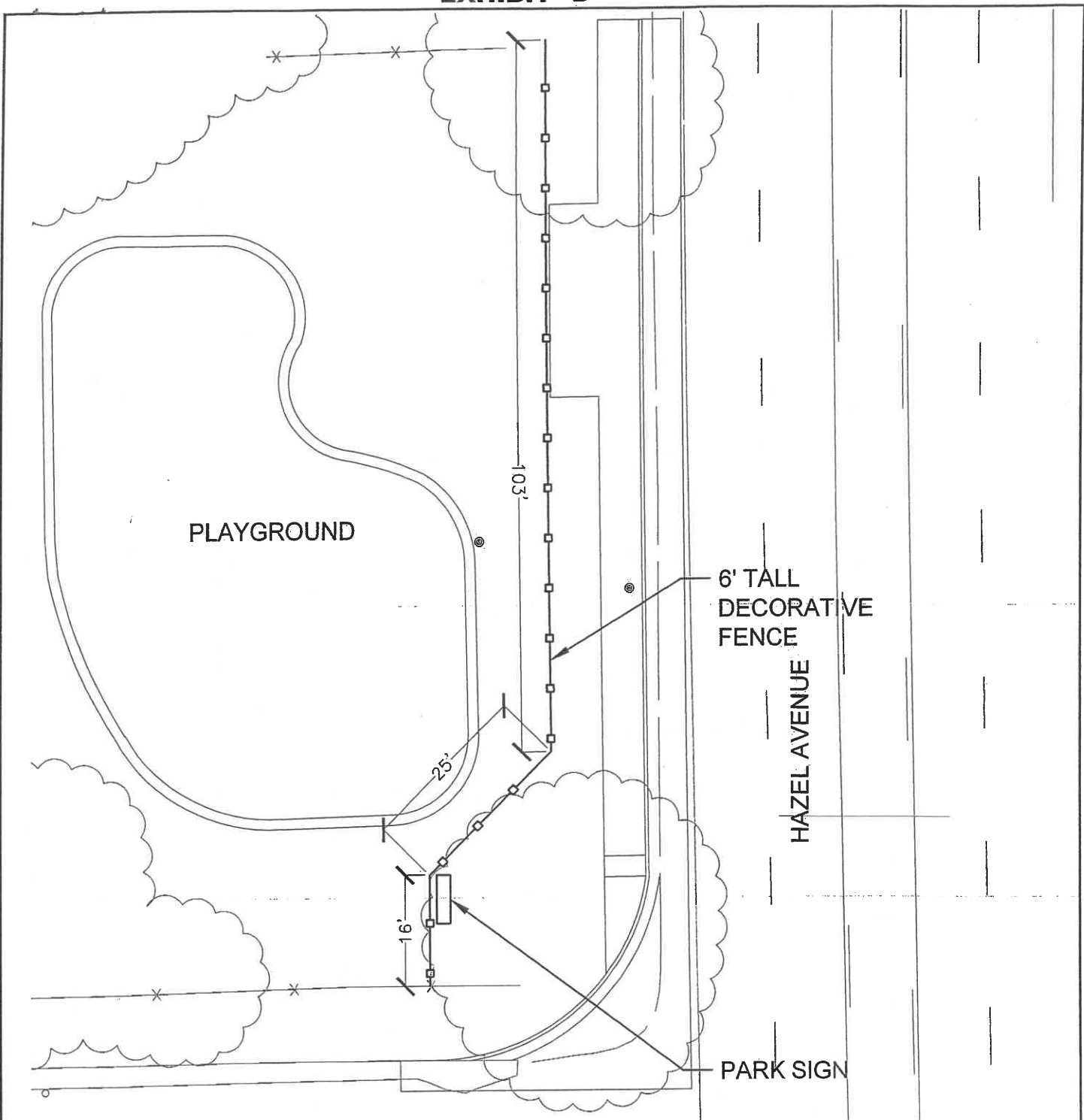
 <p>MTV <i>group</i></p> <p>LANDSCAPE ARCHITECTURE AND PLANNING 10411 Old Placerville Road Suite 205 Sacramento, CA 95827 916 369-3290</p>	<p>6' TALL DECORATIVE FENCE</p>	<p>PROJECT NO. 18-60</p>
	<p>YOUTH CENTER ENTRANCE</p> <p>ORANGEVALE RECREATION AND PARK DISTRICT ORANGEVALE, CALIFORNIA</p>	<p>SHEET</p> <p>L2</p>

EXHIBIT "D"



KEY

SITE LEGEND



SCALE 1" = 20'-0"


 <p>MTW group LANDSCAPE ARCHITECTURE AND PLANNING 10411 Old Placerville Road Suite 205 Sacramento, CA 95827 916 363-3590</p>	<p>FENCING PLAN</p>	<p>PROJECT NO. 18-60</p>
	<p>YOUTH CENTER ENTRANCE</p> <p>ORANGEVALE RECREATION AND PARK DISTRICT ORANGEVALE, CALIFORNIA</p>	<p>SHEET</p> <p>L1</p>

EXHIBIT "E"

LEGEND:

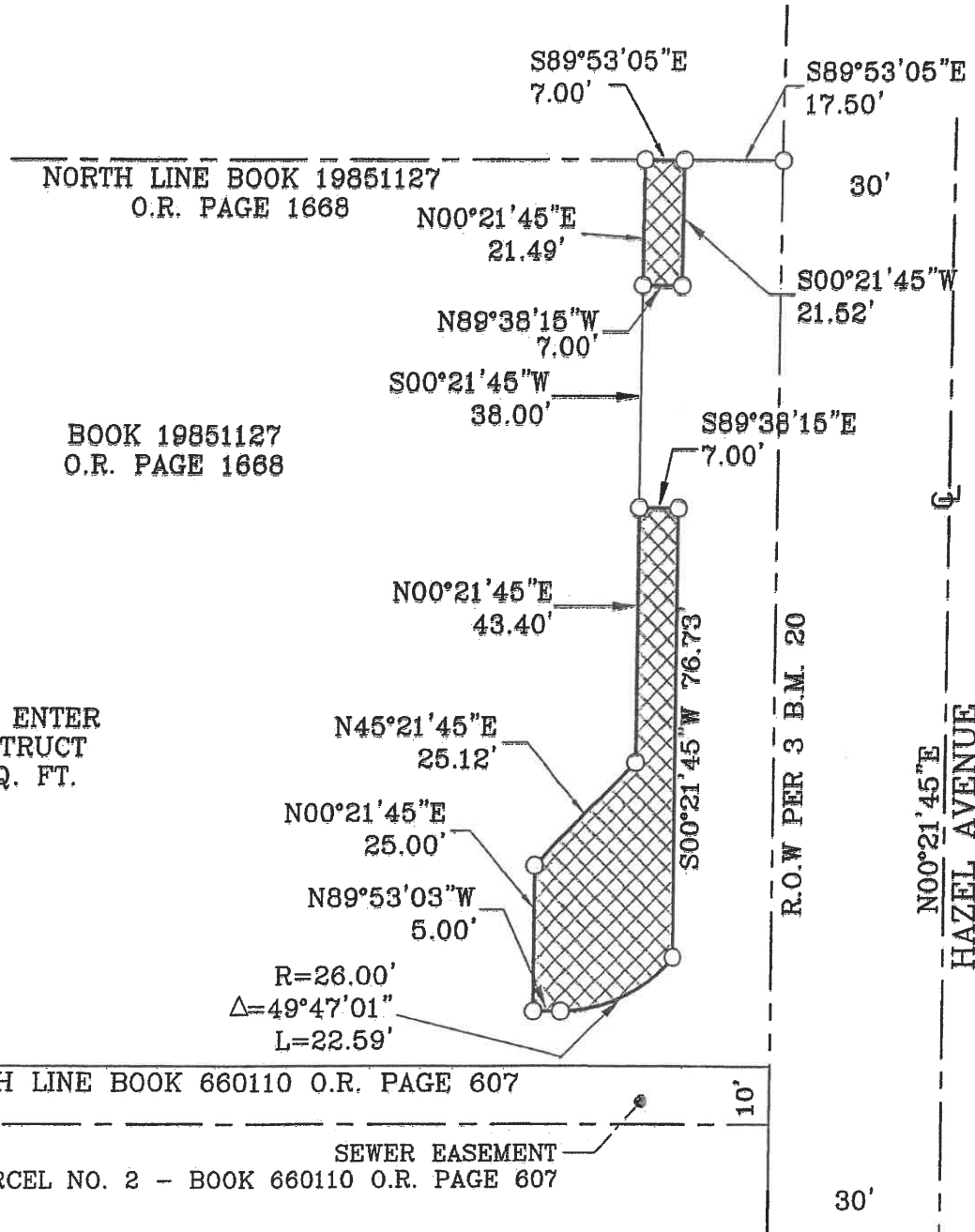
- O..... DIMENSION POINT
- P.O.B... POINT OF BEGINNING
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- P.U.E... PUBLIC UTILITIES EASEMENT
- B.M..... BOOK OF MAPS
- O.R..... OFFICIAL RECORDS
- C..... STREET CENTERLINE



12-15-2018

BOOK 19961224
O.R. PAGE 099

SCALE: 1"=30'



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

BOOK 19851127
O.R. PAGE 1668

NORTH LINE BOOK 660110 O.R. PAGE 607

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

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

N00°21'45"E
HAZEL AVENUE

10'

30'

COUNTY OF SACRAMENTO

OFFICE OF DEVELOPMENT & CODE SERVICES
SURVEY SECTION

SCALE: 1"=30' DECEMBER 2018

P.T.E.A.C. EXHIBIT

PAGE 1 OF 1

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

H-139

WHEN RECORDED RETURN TO:

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

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

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

Print Name & Dept:

APN: 213-0490-013

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

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITIES

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

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

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

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

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

Dated this ____ day of _____, 20____

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

**_____
Greg A. Foell, District Administrator**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF _____)

COUNTY OF _____)

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

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

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

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

WITNESS my hand and official seal.

 Signature of Notary

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

CAPACITY CLAIMED BY SIGNER

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

- INDIVIDUAL
- CORPORATE OFFICER(S)

Title(s)

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

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

OPTIONAL SECTION:

TITLE OR TYPE OF DOCUMENT: _____

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

NUMBER OF PAGES _____ DATE _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

CERTIFICATE OF ACCEPTANCE

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

 Interim Director of General Services

 Date

EXHIBIT "A" DESCRIPTION

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

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

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

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



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

SCALE: 1"=30'



03-14-2018

BOOK 19961224
O.R. PAGE 0099

LEGEND:

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

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

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

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

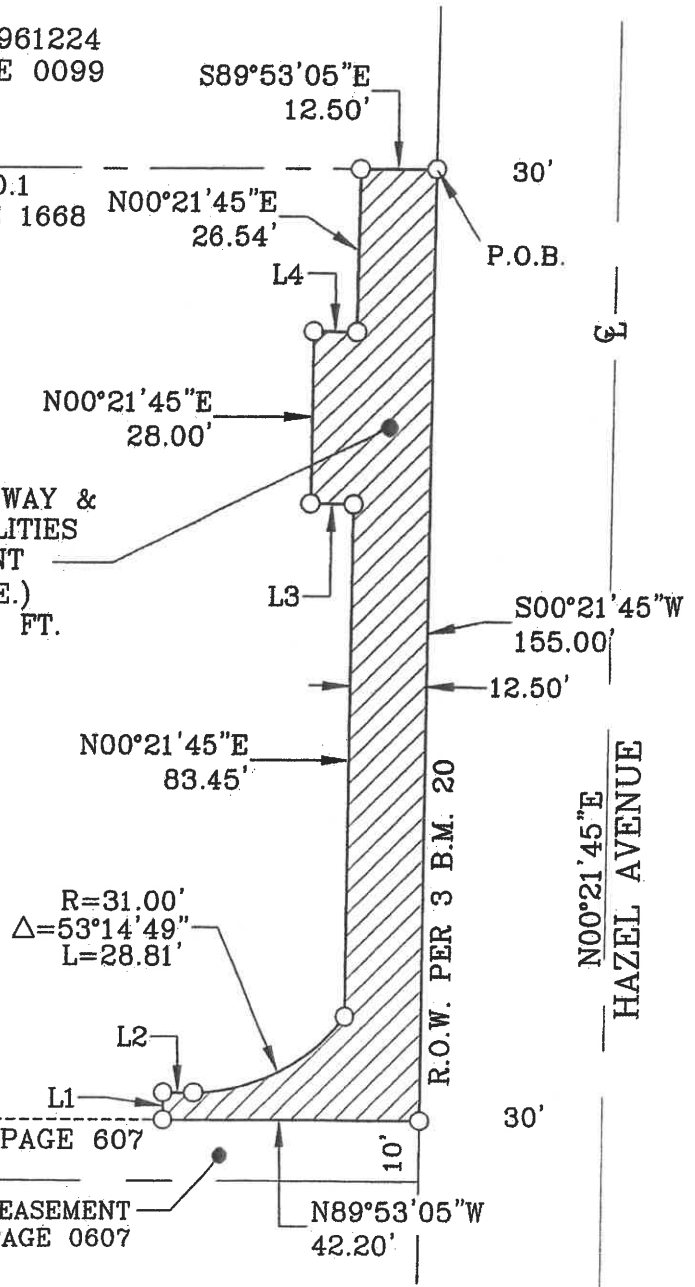
Line Table		
Line #	Length	Direction
L1	4.43'	N00°06'55"E
L2	5.00'	S89°53'05"E
L3	7.00'	N89°38'15"W
L4	7.00'	S89°38'15"E

R=31.00'
Δ=53°14'49"
L=28.81'

NORTH LINE BOOK 660110 O.R. PAGE 607

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

SEWER EASEMENT



COUNTY OF SACRAMENTO

OFFICE OF DEVELOPMENT & CODE SERVICES
SURVEY SECTION

SCALE: 1"=30' JANUARY 2018

EXHIBIT "B"

PAGE 2 OF 2

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

H-139

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

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

Okay to Accept by

Signature & Date:

Print Name & Dept:

APN: 213-0490-013

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

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT FOR TEMPORARY CONSTRUCTION

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

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

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

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

RED File No. 18-06-012

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

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

Dated this ____ day of _____, 2019

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

Greg A. Foell, District Administrator

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF _____)

COUNTY OF _____)

On _____ before me, _____, notary public,

date

name of notary officer

personally appeared _____,

name(s) of signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

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

- INDIVIDUAL
- CORPORATE OFFICER(S)

Title(s)

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

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

OPTIONAL SECTION:

TITLE OR TYPE OF DOCUMENT: _____

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

NUMBER OF PAGES _____ DATE _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

CERTIFICATE OF ACCEPTANCE

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

Interim Director of General Services

Date



03-19-2018

N
SCALE: 1"=30'

BOOK 19961224
O.R. PAGE 099

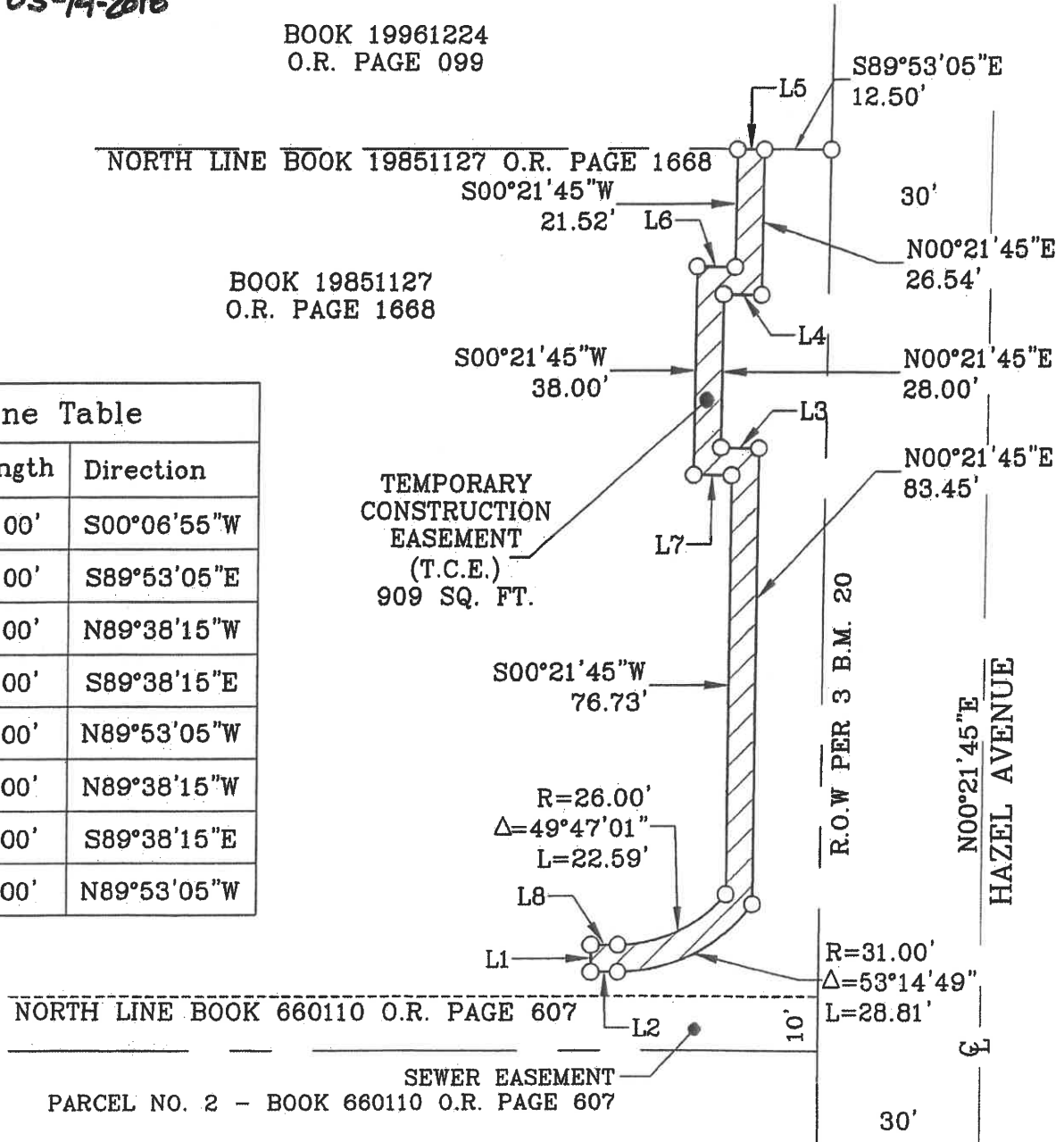
NORTH LINE BOOK 19851127 O.R. PAGE 1668

BOOK 19851127
O.R. PAGE 1668

- LEGEND:**
- O..... DIMENSION POINT
 - P.O.B... POINT OF BEGINNING
 - R.O.W.. RIGHT OF WAY
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 - C..... STREET CENTERLINE
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Line Table		
Line #	Length	Direction
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L5	5.00'	N89°53'05"W
L6	7.00'	N89°38'15"W
L7	7.00'	S89°38'15"E
L8	5.00'	N89°53'05"W

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



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

T.C.E. EXHIBIT PAGE 1 OF 1
A PORTION OF
BOOK 19851127 O.R. PAGE 1668
(A.P.N. 213-0490-013)
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA H-139

STAFF REPORT



DATE: 3-14-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVE RESOLUTION 19-03-613 RESOLUTION ALLOCATING PARK DEVELOPMENT FEE FUNDS AND IN-LIEU FEES TO DISTRICT CAPITAL PROJECTS

RECOMMENDATION

Approve Resolution 19-03-613 Resolution allocating Park Development Fee funds and In-Lieu fees to District capital projects.

BACKGROUND

The total funds transferred from Fiscal 16/17 to present for capital projects from the Park Development Fee Fund (332I) into the General Fund (332A) is \$520,000 and from the In-Lieu Trust Account (088C) into the General Fund (332A) is \$175,000. The Park Development Fee and In-Lieu fund transfers were designated to backfill the General Fund for expenses incurred to construct four capital improvement projects. Resolution 19-03-613 supersedes Resolutions 17-06-579, 17-06-580, and 18-06-603, and describes the projects and the amount of funding utilized from the Park Development Fee Fund and In-Lieu Trust Account as follows:

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

RECOMMENDED MOTION

I move approval of Resolution 19-03-613 resolution allocating Park Development Fee and In-Lieu Fee funds to District capital projects.



RESOLUTION # 19-03-613

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

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

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

WHEREAS, this resolution supersedes Resolutions 17-06-579, 17-06-580, and 18-06-603; and

WHEREAS, the actual costs for the projects identified below were equal to or more than the funds transferred from the Park Development Fee (332I) Fund and the In-Lieu Trust Account (088C); and

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

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

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

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

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

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED: _____
Chair, Board of Directors

ATTEST: _____
Clerk of the Board

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



RESOLUTION NO: 19-03-614

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ORANGEVALE RECREATION AND PARK DISTRICT DIRECTING
PREPARATION OF THE ENGINEER'S REPORT FOR THE
ORANGEVALE LANDSCAPING AND LIGHTING ASSESSMENT
DISTRICT (OLLAD) OF THE ORANGEVALE RECREATION AND
PARK DISTRICT**

RESOLVED, by the Governing Board (the "Board") of the Orangevale Landscaping and Lighting Assessment District (the "District"), County of Sacramento, State of California, that

1. On July 17, 1991, by its Resolution No. 816, this Board ordered the formation of and levied the first assessment within the Orangevale Recreation and Park District Maintenance Assessment District 1991 (the "Assessment District") pursuant to the provisions of the Landscaping and Lighting Act of 1972.

2. The purpose of the Assessment District is for the installation, maintenance and servicing of improvements to the Orangevale Recreation and Park District, as described in Section 3 below.

3. Within the Assessment District, the existing and proposed improvements, and any substantial changes proposed to be made to the existing improvements, are generally described as installation, maintenance and servicing of public recreational facilities and improvements, including, but not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, drainage systems, lighting, fencing, entry monuments, basketball courts, tennis courts, gymnasium, running tracks, swimming pools, other recreational facilities, security guards, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the Orangevale Recreation and Park District.

4. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIID of the California Constitution. Upon completion, the Engineer shall file the Engineer's Report with the Clerk of the Governing Board for submission to the Board.

PASSED AND ADOPTED this 14th day of March, 2019 by the following vote, to wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

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

CLERK OF THE BOARD



RESOLUTION NO: 19-03-615

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ORANGEVALE RECREATION AND PARK DISTRICT
DIRECTING PREPARATION OF THE ENGINEER'S REPORT
FOR THE KENNETH GROVE LANDSCAPING AND LIGHTING
ASSESSMENT DISTRICT OF THE ORANGEVALE
RECREATION AND PARK DISTRICT**

RESOLVED, by the Board of Directors (the "Board") of the Kenneth Grove Landscaping and Lighting Assessment District, County of Sacramento, State of California, that

1. The formation of the Kenneth Grove Maintenance Assessment District (the "Assessment District"), pursuant to the provisions of the Landscaping and Lighting Act of 1972 has previously been ordered through Resolution 94-05-86A.
2. The purpose of financing certain park and recreation improvements and refurbishments, as specified in the District's updated Master Plan and for the purpose of funding maintenance operations of the District, as described in Section 3 below.
3. Within the Assessment District, the existing and proposed improvements, and any substantial changes proposed to be made to the existing improvements, are generally described as installation, maintenance and servicing of public recreational facilities and improvements at each of the locations owned, operated or maintained by the Orangevale Recreation and Park District's Kenneth Grove Assessment District.
4. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIII D of the California Constitution. Upon completion, the Engineer shall file the Engineer's Report with the Clerk of the Governing Board for submission to the Board.

PASSED AND ADOPTED this 14th day of March, 2019 by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

CLERK OF THE BOARD

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

STAFF REPORT



DATE: 3-14-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVAL OF A CONSULTANT TO PROVIDE FINANCING AND COMMUNITY SURVEY SERVICES

RECOMMENDATION

Select a consultant for developing a finance plan and accompanying community survey.

BACKGROUND

The District has completed master plans for the developed parks in the District and is now researching options for financing capital projects identified in the park master plans. At the January 10, 2019 meeting Isom Advisors made a presentation on General Obligation Bonds as one option. On January 31, 2019, the Board held a special meeting and discussed other options to finance projects including municipal financing, assessments, and special taxes. On February 14, 2019, SCI Consulting Group discussed special tax options available to the District. On February 28, 2019 the Board of Directors held a special meeting to prioritize capital projects and further discussed financing and community survey options. The District has received proposals from Isom Advisors and from SCI to provide survey and financial consulting services which are attached. The Board will now evaluate the proposals and select a consultant to conduct the community survey that will best serve the District's needs.

RECOMMENDED MOTION

I move we select (consultant) to provide consulting services for the District and authorize the District Administrator to execute the agreement.

February 22, 2019

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

Re: Proposal for a Local Funding Measure Public Opinion Survey and Feasibility Analysis

Dear Greg:

SCI Consulting Group ("SCI") is pleased to submit, for your review, this proposal to provide a Local Funding Measure Public Opinion Survey and Feasibility Analysis for the Orangevale Recreation and Park District (the "District").

SCI is a California Chapter S Corporation formed in 1985 and uniquely focused on revenue enhancement services for public agencies, including planning, designing, justifying and successfully establishing new districts, zones, and associated revenues for their service and capital improvement needs, and managing special assessment levies.

SCI provides year-round special tax and assessment administration services and planning services for clients throughout California. Our firm currently administers over 400 assessment and special tax districts, comprising over 1,000 political zones and approximately 13,000,000 parcels. Additionally, SCI's planning projects have included hundreds of development impact studies, facility and financing plans, demographic studies, cost of service and fee justification studies, and other planning and real estate studies.

We also offer extensive expertise with the important legal and procedural issues involving public opinion surveys and feasibility analyses, regularly scheduled and special elections, benefit assessments, special taxes and fees, and other revenue mechanisms. The principals at SCI are acknowledged experts on all these topics, and were involved with the cleanup legislation for Proposition 218.

Our success rate with assessment measures stands alone. We have assisted public agencies in the creation of hundreds of development-driven assessment districts and zones. For agency-wide assessment measures which include a survey, SCI has a success rate of over 90%, with over 130 successful post-Proposition 218 assessment ballot measures. In fact, SCI has formed more successful agency-wide post-Proposition 218 assessments than all other assessment engineering firms in California, combined.

We respectfully offer the following strengths, which differentiate our firm from others, for your consideration:

PROPRIETARY AND PROVEN MAILED SURVEY APPROACH We have learned, through many years of experience, that telephone surveys yield inaccurate predictions for property owner weighted ballot benefit assessments and special tax measures. As a result, our firm pioneered the integration of initial assessment engineering and special tax analysis specifically tailored to address the many unique aspects of these types of funding measures. On over 100 surveys to date, our unique survey methodology has consistently proven to provide much more accurate survey results than the phone and mail survey methods used by other firms. In summary, our opinion research work will provide the

District with accurate, valuable information needed to make the best decisions on whether to move forward with a funding measure.

SUCCESSFUL ASSESSMENT BALLOTING RESULTS For large agency-wide or community-wide funding measures, such as the proposed measure for the District, SCI has a success rate of over 90% with over 130 successful post-Proposition 218 ballot measures to date. This is more than the number of new agency-wide post-218 assessments by all other assessment firms in California, combined. No other firm in the State can match this track record or level of expertise with funding measures.

SUCCESSFUL IMPLEMENTATION OF REVENUE MECHANISMS FOR LANDSCAPING AND LIGHTING SCI has successfully implemented benefit assessments for landscaping and lighting services for the Cities of Folsom, Hayward, Moorpark, Palmdale, Placentia, San Diego, Vacaville, Vallejo, and for Ventura County and the Cosumnes Community Services District, and many other public agencies. Our expertise in successful ballot measures is unmatched.

COMPREHENSIVE KNOWLEDGE OF SACRAMENTO COUNTY We have worked extensively throughout Sacramento County, and currently provide, or have provided, assessment engineering, special tax administration and other consulting services to numerous public agencies within Sacramento County including:

- The Arcade Creek, Arden Park, Cordova, Fair Oaks, Fulton, Mission Oaks, North Highlands, Orangevale, Rio Linda, Southgate and Sunrise Recreation and Park Districts
- Reclamation Districts 3, 551, 554, 8000 and 1000 and the Brannan-Andrus Levee Maintenance District
- The Cities of Folsom and Sacramento and the Cosumnes Community Services District

CONTINUITY OF STAFF AND FIRM SCI has been providing assessment engineering and levy administration services to public agencies for over 30 years. We are exclusively focused on these highly specialized services. Our staff and firm have unmatched continuity. In addition, SCI has retained the same service area focus for over 30 years of service.

UNSURPASSED GROWTH AND FINANCIAL STABILITY As a testament to our capabilities over the years, we have enjoyed significant organizational growth, adding over 30 public agencies to our client list that previously used other firms for their assessment engineering and administration needs.

EXCELLENT COUNTY AUDITOR REFERENCES County Auditors and Tax Collectors witness firsthand the relative quality and accuracy of our special levy submittals, and we maintain excellent relationships with Auditors throughout the State.

UNMATCHED ABILITY TO HANDLE LARGE AREA/COMPLEX LEVIES SCI has successfully formed more agency-wide benefit assessments than all other firms in the State, combined. This is further evidence of our ability to form and administer new assessments. These include new assessments covering all parcels in Alameda, Orange, San Diego, San Joaquin, San Mateo and Santa Clara Counties, as well as many other large and small assessments throughout the State.

LOW OVERHEAD/LOW COST PROVIDER We understand levy administration services must provide cost effectiveness, particularly to keep the City's costs within budget constraints. For this reason, we maintain the lowest overhead and leanest structure in the industry. While other firms maintain multiple offices, hierarchical administration and much higher overhead costs, we operate more effectively and with much lower overhead out of one central office located in an economically favorable business area.

UNMATCHED TECHNICAL CAPABILITIES Aside from our administrative staff, every employee in our firm is a database expert. We have developed in-house, specialized programs to improve our levy administration services. We are also GIS and mapping experts. We invite you to compare our database and technical expertise with the staff from any other firm.

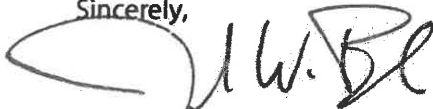
UNMATCHED RESPONSIVENESS AND CUSTOMER SERVICE We invite you to call our toll-free taxpayer inquiry line at (800) 273-5167 and compare our level of service and responsiveness with any other firm. We answer calls directly with knowledgeable levy administration staff, including available representatives who are fluent in Spanish. We also provide the highest level of service and responsiveness for all our clients, including responding to all our clients within the same day.

OUR CLIENTS ARE OUR BEST REFERENCES We sincerely encourage you to speak with any of our clients, not only the listed references. They will attest to the comprehensive nature of our services, our level of client responsiveness and our levy administration abilities.

This proposal is binding for 90 days from the date of this proposal.

We look forward to this opportunity to assist the District with this important project and stand ready to proceed. If you have any questions or require additional information, please do not hesitate to contact me. I can be reached at (707) 430-4300 or via email at john.bliss@sci-cg.com.

Sincerely,

A handwritten signature in black ink, appearing to read "J.W. Bliss". The signature is stylized with a large, sweeping initial "J" and "W".

John W. Bliss, P.E.
President

cc: Susan Barnes, SCI Consulting Group

SCOPE OF WORK

Our proposed first step is to gather property owner and current registered voter data for the District, collect and analyze relevant financial information, perform preliminary assessment engineering work, and perform other due diligence. Next, potential funding sources will be studied and evaluated along with important attributes such as legal requirements, revenue alternatives, political viability, and procedural steps.

Based on the results the preliminary data analysis and research, the District may decide to proceed with a public opinion survey to test community support for the proposed plan and associated approach.

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

Research and Data Analysis

1. Conduct a kick-off meeting with the project team to clarify the project objectives, review potential revenue alternatives, discuss the proposed timeline, ask questions of the District staff, and establish a more detailed work plan for the project.
2. Collect and analyze background and reference information including expenditures and sources of funding. This analysis will include a review of the current and projected expenditures by fiscal year, program elements, and funding source(s).
3. Develop a special tax structure in order to test the feasibility of a special tax.

Public Opinion Survey and Feasibility Analysis

1. Identify issues, projects and arguments to be included in the survey.
2. Create the mail survey opinion research instrument to measure support of registered voters for a special tax election to fund the proposed services.
3. Using models of likely voters for a special tax election, create a stratified, randomized sample of registered voters to be surveyed for a special tax.
4. Finalize the design of the surveys, informational items, outgoing and postage prepaid return envelopes.
5. Print, address and mail approximately 4,000 or 8,000 surveys for voters in the District.
6. Tabulate survey responses and develop cross-tabulations of the response data.
7. Using the survey response data, prepare a projected outcome model for a special tax election.
8. Analyze the survey findings.
9. Review the survey findings and strategic recommendations with District staff.
10. Submit the Public Opinion Survey and Feasibility Analysis findings to the District.
11. Present the survey results to the District Board with recommendations regarding whether to proceed with a funding measure.

PROJECT TEAM

If selected, Susan Barnes will serve as the day-to-day project manager, and I will also be involved in this project. Neither of us have any work commitments interfering with our responsiveness and ability to successfully complete the project within a reasonable timeframe.

Susan Barnes contributes over 13 years of experience in finance, administration and consulting services to the SCI team. Susan has expertise in the creation and administration of benefit assessments and fees, special taxes, property-related fees, public opinion research projects, meeting facilitation and other consulting services. In addition, Susan has extensive media and educational outreach experience. Susan graduated from the University of California, Berkeley with a Bachelor of Science in Business Administration and holds a Master's Degree in Organizational Development from Sonoma State University.

TENTATIVE TIMELINE

Following is a proposed project schedule for this project. This schedule is based upon the timing required for a ballot measure to be decided prior to the deadline for levy submission in 2020 which would provide funding in the District's fiscal year 2020-2021. Please note that the specific dates are preliminary and may be revised by the District if needed.

<u>DATE / PERIOD</u>	<u>TASK / EVENT</u>
March 2019	Approval of agreement for services
March and April	Research and data analysis
April	Preparation of survey instrument and informational item
May	Mail survey instrument and documents
May, June	Receipt of returned surveys and analysis of survey results
June	Survey results presented to District Board
June or later	Board decision on potential ballot measure - resolution calling for election*
November 2019 or early 2020	Election Date
August 2020	Submission of resolution ordering the first levy

** The services in this proposal do not include the resolution calling for the election or any other election-related activities.*

FEE SCHEDULE

In consideration for the work accomplished, as outlined in this proposal, SCI will be compensated as detailed below. Because of the cost of printing and mailing surveys, including postage costs, the fees are sensitive to the number of surveys mailed. If the District chooses to mail 4,000 surveys, we estimate the margin of error for the survey will fall between 3 and 4 percent. If the District would like to achieve a lower margin of error, estimated between 2 and 3 percent, then the District may choose to mail 8,000 surveys.

Research, Data Analysis, Public Opinion Survey and Feasibility Analysis	
If 4,000 surveys are mailed	\$ 25,000
OR, if 8,000 surveys are mailed	\$30,000

The scope of services includes up to two in-person meetings with the District. Any additional meetings, if required, will be billed at the rate of \$550 per consultant per meeting.

Incidental costs incurred by SCI for the purchase of property data, maps, travel and other out-of-pocket expenses will be reimbursed at actual cost with the total not to exceed \$500 without prior authorization from the District.

It is important to note that all costs associated with this the scope of services can be financed or refunded by the levies, if the District proceeds and is successful with a funding measure.

In the event that the District elects to request optional, additive scope of work, SCI will work with the District to negotiate compensation for these additional tasks and execute an Addendum to the agreement for these additional services.

ADDITIONAL INFORMATION

Employment Policies

SCI does not and shall not discriminate against any employee in the work place or against any applicant for such employment or against any other person because of race, religion, sex, color, national origin, handicap, or age or any other arbitrary basis. SCI Consulting Group insures compliance with all civil rights laws and other related statutes.

Conflict of Interest Statements

SCI has no known past, ongoing or potential conflicts of interest for working with the District, performing the Scope of Work or any other service for this Project.

Insurance

SCI carries professional Errors and Omissions insurance in the amount of \$2 million per occurrence and \$2 million aggregate. SCI also carries general liability insurance in the amount of \$2 million per occurrence and \$4 million aggregate.

Independent Contractor

If selected, SCI shall perform all services included in this proposal as an independent contractor.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made on _____, 20___, between the **Orangevale Recreation and Park District**, ("District") and **SCI Consulting Group** ("Consultant" or "SCI"), a California Corporation, who agree as follows:

1. **Scope of Work ("Work").** Consultant shall perform the work and render the services described in this Proposal (the "Work"). The Consultant shall provide all labor, equipment, material and supplies required or necessary to properly and competently perform the Work, and determine the method, details and means of doing the Work.
2. **Payment.**
 - a. In exchange for the Work, District shall pay to the Consultant a fee for completed phases of the Work. The total fee for the Work shall not exceed amounts set forth in the Fee Schedule shown in this Proposal. There shall be no compensation for extra or additional work or services by the Consultant unless approved in advance in writing by District. The Consultant's fee shall include all the Consultant's costs and expenses related to the Work.
 - b. At the completion of each phase of the Work, the Consultant shall submit to the District an invoice for the Work performed. If the Work is satisfactorily completed and the invoice is accurately computed, the District shall pay the invoice within 30 days of its receipt.
3. **Term.** This Agreement shall take effect on the above date and shall continue in effect until completion of the Work.
4. **Insurance.**
 - a. **Types & Limits.** The Consultant, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

Commercial General Liability	\$2,000,000 per occurrence
	\$4,000,000 aggregate
Automobile Liability	\$2,000,000 per accident
Workers' Compensation	Statutory limits
Professional Liability	\$2,000,000 per claim
Excess Liability (over General Liability & Auto Liability)	\$1,000,000 per occurrence & \$1,000,000 aggregate
 - b. **Other Requirements.** The general liability policy(ies) shall be endorsed to name the District, its officers and employees as additional insureds regarding liability arising out of the Work.
 - c. **Proof of Insurance.** Upon request, the Consultant shall provide to the District proof of insurance.

- 5. Indemnification.** The Consultant shall indemnify, defend, protect, and hold harmless the District, and its officers and employees from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) arising out of the Consultant's performance of the Work and caused by willful misconduct of or by the Consultant or its employees, agents and subcontractors.
- 6. Entire Agreement.** This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.
- 7. Independent Contractor.** The Consultant's relationship to the District is that of an independent contractor.
- 8. Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, the Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of the District.
- 9. 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.
- 10. 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.
- 11. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 12. Default.** In the event the Consultant defaults in the obligations of the Consultant under this Agreement, or the Consultant defaults in the performance of the terms and conditions of this Agreement, the District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: a) enforce performance of the Agreement by the Consultant; or b) terminate this Agreement. In the event this Agreement is terminated payment shall still be due for all Work performed by the Consultant through the date of the termination.
- 13. Cancellation.** The District or the Consultant may cancel this Agreement without cause. The party desiring to cancel this Agreement shall notify the other party in writing. In the event this Agreement is cancelled payment shall still be due for all Work performed by the Consultant through the date of the notification of cancellation.
- 14. Attorney's Fees.** In the event, any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, and litigation costs.

15. 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 or by commercial delivery service, addressed as follows:

Public Agency:

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

Consultant:

SCI Consulting Group
4745 Mangels Boulevard
Fairfield, CA 94534

Any party may change its address by notifying the other party of the change in the manner provided below:

_____	_____
_____	_____
_____	_____
_____	_____


By signing below, we agree to the terms of this Agreement.

Accepted:

Greg Foell
District Manager
Orangevale Recreation and Park District

Date

Accepted:



John W. Bliss
President
SCI Consulting Group

2-22-19
Date

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (this "Agreement") is dated as of the latest date set forth on the signature page hereto (the "Effective Date") and is entered into by and between Isom Advisors, a Division of Urban Futures Inc., a California corporation ("Advisor"), and Orangevale Recreation and Park District ("District").

RECITALS

WHEREAS, District wishes to issue certain bonds (the "Bonds") and desires that Advisor provide to District certain Consulting Services (defined below) with respect to the Bonds; and

WHEREAS, Advisor desires to provide to District certain Consulting Services with respect to the Bonds on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties agree as follows:

AGREEMENT

1. **CONSULTING SERVICES.** District hereby retains Advisor to perform (i) the financial planning services set forth on Exhibit A hereto ("the Financial Planning Services"), and (ii) the financial advisory services set forth on Exhibit B hereto ("the Financial Advisory Services"); and Advisor hereby agrees to perform the Consulting Services pursuant to the terms and conditions of this Agreement.

2. **EFFECTIVE DATE, TERM AND CONDITIONS.** This Agreement shall be effective as of the Effective Date and shall remain in effect until (i) the 5-year (five-year) anniversary of the Effective Date (the "Term") or (ii) until the Agreement is terminated as set forth below. The parties may extend the Term for successive 1-year (one-year) periods upon mutual written agreement, or otherwise as the parties may agree in writing.

3. **COMPENSATION.** Compensation for the Consulting Services provided to District pursuant to this Agreement shall be as set forth in this Section 3. All fees and expenses are contingent on the success of the election with exception to Continuing Disclosure Services. Fees for Survey/Voter Opinion Poll Services, Financial Planning Services, and Continuing Disclosure shall be paid from the District's general fund or other allowable sources. Fees for Financial Advisory Services shall be paid out of proceeds received by the District resulting from the sale of Bonds

a. Fees.

i. For Survey/Voter Opinion Poll Services, the one-time fee for the survey will be at cost, not to exceed Twelve Thousand Five Hundred Dollars (\$12,500) and are to be paid upon presentation of results to the District. This sum covers the expenses for the creation of the initial survey instrument, cost of the telephone calls, interpretation of the data from the survey, and the presentation of survey results to District.

ii. For Financial Planning Services, District shall pay to Advisor a fee of Twenty-Five Thousand Dollars (\$25,000) payable upon the closing of the first series of Bonds.

iii. For Financial Advisory Services, District shall pay to Advisor a fee of Sixty-Five Thousand Dollars (\$65,000) for each series of Bonds sold, payable upon the closing of each series of Bonds (including, without limitation, the first).

iv. For Continuing Disclosure Services, should District utilize this service, District shall pay an annual fee of Three Thousand Dollars (\$3,000) for the filing of customary continuing disclosure documents for each year of the Term existing after a closing of a series of GO Bonds.

v. District shall reimburse Advisor for out-of-pocket expenses incurred by Advisor in the course of performance of Consulting Services at the actual cost of such expenses, not to exceed \$2,500. Payment for any expenses pursuant to this Section shall be made at the next following due date for payment of a fee pursuant to Section 3(a).

4. **COVENANTS.**

a. District.

i. Access to Personnel. District will cooperate with Advisor by providing opportunities to consult with District personnel as Advisor deems reasonably necessary to perform the Consulting Services.

ii. Information. District agrees to provide, on a timely basis, and to the best extent possible, all necessary and accurate information reasonably requested by Advisor for the purpose of performing the Consulting Services.

iii. Additional Professional Services. Upon written request for authorization and written approval by the District, at the District's sole discretion, the District agrees to provide or be responsible for additional professional services (e.g., legal counsel, paying agent) as Advisor deems reasonably necessary to complete the Consulting Services and the Bond issuance.

iv. Further Assurances. District agrees to take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement and the transactions contemplated hereby.

b. Advisor.

i. Compliance with Laws. Advisor shall, at all times, comply with all laws, rules and regulations related to the subject matter of this Agreement and to which Advisor is subject.

ii. Further Assurances. Advisor agrees to take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement and the transactions contemplated hereby.

5. **TERMINATION.**

a. This Agreement may be terminated prior to the conclusion of the Term as follows:

i. By either party upon the other party's material breach of any of its representations, warranties or obligations under this Agreement, provided that such breach is not cured within thirty (30) days of receipt of notice specifying the breach.

ii. At any time upon mutual written consent of the Parties.

iii. Notwithstanding the foregoing, the District may terminate this Agreement without cause upon thirty (30) days written notice and in that event, Advisor shall be paid for the reasonable value of services performed to the date of termination. However, if the District terminates this Agreement without cause thirty days (30) or fewer prior to the sale of a series of Bonds in connection with a Bond program with respect to which Advisor performed any Consulting Services, Advisor shall be entitled to promptly receive the full fee as set forth in Section 3(a)(ii) with respect to Financial Advisory Services provided for such Bond series. Such amounts shall be paid by District to Advisor upon District's receipt of proceeds resulting from the sale of such Bonds.

b. The District agrees that during the term and any subsequent terms of this contract that Advisors shall be the sole financial advisor in relation to the sale of the Bonds, and that no additional financial advisors shall be hired by the District for the services described in this Agreement without the written consent of Isom Advisors, a Division of Urban Futures, Inc.

6. **LIMITATION OF LIABILITY.**

a. Advisor Liability. The parties agree that Advisor's officers, directors, agents and employees shall not be personally liable to District for any damages in connection

with this Agreement. Advisor shall be solely liable for any finally determined damages in connection with this Agreement for which Advisor is deemed liable.

b. Limitation of Advisor Liability. Except to the extent finally determined to have resulted from the negligence, fraud or willful misconduct of Advisor, Advisor's liability to pay damages for any damages, losses and claims incurred by District, regardless of the theory of liability asserted, is limited to no more than an amount equal to the total amount of insurance required fees paid to Advisor under this Agreement.

c. District Liability. The parties agree that District's officers, directors, agents, and employees shall not be personally liable to Advisor for any damages in connection with this Agreement. District shall be solely liable for any finally determined damages in connection with this Agreement for which District is deemed liable.

d. Limitation of District Liability. Except to the extent finally determined to have resulted from the negligence, fraud or willful misconduct of District, and without limiting the District's defenses permitted under the law, District's liability to pay damages for any damages, losses and claims incurred by Advisor, regardless of the theory of liability asserted, is limited to no more than an amount equal to the total amount of insurance required fees paid to Advisor under this Agreement.

e. Survival of Liability. The provisions of this Section 6 shall survive the expiration or termination of this agreement.

7. **CONFIDENTIALITY OF INFORMATION.** It is mutually agreed that Advisor shall regard all information received during the performance of services pursuant to this Agreement ("Confidential Information") as confidential and shall not disclose Confidential Information to any other person without prior written consent of District. Confidential Information shall not include information that: (i) is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than Advisor; or (ii) is subsequently learned from a third party not under a confidentiality obligation to District. In addition, Advisor shall be entitled to disclose Confidential Information to the extent such disclosure is requested by the order of a court of competent jurisdiction, administrative agency, or other governmental body, provided that Advisor shall provide prompt, advanced written notice thereof to enable District to seek a protective order or otherwise prevent such disclosure. The confidentiality obligations of Advisor shall survive the expiration or termination of this Agreement.

8. **ADDITIONAL MATTERS.**

a. MSRB Rule G-10.

i. Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and

obligated person clients which include the following: Urban Futures, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

Within the MSRB website at www.msrb.org, the District may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

b. MSRB Rule G-42; Duties of Non-Solicitor Municipal Advisors.

i. Conflicts of Interest. Isom Advisors represents that in connection with the issuance of municipal securities, Isom Advisors may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Isom Advisors hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding Isom Advisors' ability to provide unbiased advice to enter into such transaction.

It should be noted that other forms of compensation (i.e. hourly or fee based) may also present a potential conflict of interest regarding Isom Advisors' ability to provide advice regarding a municipal security transaction. These conflicts of interest (if ever applicable) would not impair Isom Advisors' ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

If Isom Advisors becomes aware of any additional potential or actual conflict of interest after this disclosure, Isom Advisors will disclose the detailed information in writing to the Issuer in a timely manner.

ii. Legal or Disciplinary Events. Isom Advisors does not have any legal events or disciplinary history on Isom Advisors' Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Issuer may electronically access Isom Advisors' most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against Isom Advisors, we will provide complete disclosure to the Issuer in detail allowing the Issuer to evaluate Isom Advisors, its management and personnel.

c. Governing Law; Jurisdiction. It is expressly understood and agreed that this Agreement and all questions arising hereunder shall be construed according to the laws of

the State of California, without giving effect to conflicts of law principles. All actions or proceedings arising directly or indirectly from this Agreement shall be litigated in courts located within Sacramento County, California. The parties consent to the jurisdiction thereof and the parties further agree not to disturb such choice of forum.

d. Independent Contractor: Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another. Neither the Advisors nor the Advisors' employees are employee of the District and are not entitled to any of the rights, benefits, or privileges of the District's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither the District nor its officers, agents or employees shall have any control over the conduct of the Advisors or any of the Advisors' employees except as herein set forth, and the Advisors expressly agrees not to represent that the Advisors or the Advisors' agents, servants, or employees are in any manner agents, servants or employees of the District, it being understood that the Advisors, its agents, servants, and employees are as to the District wholly independent Advisors and that the Advisors' obligations to the District are solely such as are prescribed by this Agreement.

e. Political Contributions: Isom Advisors may choose of its own free will to contribute time, money, or resources to political campaigns associated with the passage of a voter approved funding measure. Prior to signing this agreement, Advisor has not made, considered, or discussed a contribution to any campaign. This agreement does not obligate Advisor to contribute to any particular campaign or election. Advisor has in no way committed to or indicated a willingness to contribute time, money, or resources to any campaign, or to make any other contribution.

f. Conflicts of Interest: No officer or employee of District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Advisors warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

g. Successors and Assigns. Except as otherwise provided herein, this Agreement shall not be assignable by either party without the express written consent of the other party hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

h. Attorneys' Fees. In the event of any action to enforce or interpret this Agreement, including without limitation the recovery of damages for its breach, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

i. Amendments to Agreement. This Agreement may not be modified, amended or supplemented except by written instrument executed by all parties hereto.

j. Notice. All notices to be given by the parties hereto and other communications hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent by confirmed telex, electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day; (iii) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt; or (iv) four days after deposit with a United States Post Office, first class postage prepaid and registered. All communications shall be sent as follows:

To Advisor:

Isom Advisors,
a Division of Urban Futures, Inc.
1470 Maria Lane, Ste. 315
Walnut Creek, CA 94596
Attn.: Jonathan Isom, Managing Principal
Telephone: (925) 478-7450
E-mail: jon@isomadvisors.com

To District:

Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale, CA 95662
Attn.: Greg Foell, District Administrator
Telephone: (916) 988-4373
E-mail: greg@ovparks.com

k. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

l. Entire Agreement. This Agreement (including the Exhibits attached hereto) contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The Exhibits attached hereto constitute a part hereof as though set forth in full herein.

m. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below.

ADVISOR:

DISTRICT:

Isom Advisors,
A Division of Urban Futures Inc.

Orangevale Recreation and Park District

By: _____

By: _____

Name: Jonathan Isom

Name: Greg Foel

Title: Managing Principal

Title: District Administrator

Dated: _____, 2019

Dated: _____, 2019

Urban Futures, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

Within the Municipal Securities Rulemaking Board ("MSRB") website at www.msrb.org, Orangevale Recreation and Park District may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

EXHIBIT A

SURVEY/VOTER OPINION POLL SERVICES

- Prepare a voter survey to assist District to assess the feasibility of a voter approved funding measure in the District
- Test voter attitudes, specific project support, tax tolerances, and overall support for local district funding measure
- Conduct telephone survey with a not to exceed amount of 400 voters that match demographics of those voting on proposed election dates
- Produce a written report of findings with complete cross tabulations
- Provide a survey results presentation to District to summarize results of voter survey

EXHIBIT B

FINANCIAL PLANNING SERVICES

- Review District project list and assist District in preparing a capital and financing plan
- Analyze the assessed valuation of District, calculate bonding capacity, and perform financial analysis to determine possible bond proceeds
- Create an election timeline and financing timeline; coordinate same with bond counsel, District, and county
- Recommend proposed bond amount, issuance schedule, and projects to be funded by bond program
- Assist in the preparation of a bond election resolution including preparing ballot language and detailed bond project list
- Prepare tax rate statement and estimates of tax rates for bond program
- If needed, prepare ballot arguments and rebuttals

EXHIBIT C

FINANCIAL ADVISORY SERVICES

- Analyze the bond market to determine timing, credit enhancement requirements, structure, bond amount, legal documentation requirements, rating requirements, and method of sale
- Assist District, as needed, to assemble bond finance team members including bond counsel, paying agent, trustee, and underwriter
- Prepare timeline, distribution lists, and term sheets to manage financing
- Manage bond issuance process including the coordination with other finance team members (bond counsel, paying agent, trustee, and underwriter, if needed)
- Define the proposed structure including sizing, call provisions, amortization schedule, and phasing of debt service repayment
- Review legal documents including district and county resolutions, bond purchase agreements, Preliminary Official Statement, and Official Statement
- Prepare rating agency and insurer presentation; negotiate with analysts of same
- Assist in preparation and train District members for rating agency meetings
- Analyze tax base and recommend appropriate tax structure
- For competitive sale, review Notice of Sale and Bid Form, distribute bid documents to qualified underwriters and post bid documents, monitor and verify bids on day of sale, and coordinate award of winning bid
- For negotiated sale, discuss structure and tax rate objectives with underwriter, review proposed structure and scale and make recommendations as appropriate, review fees, and review final pricing
- Review closing documents including tax opinion, arbitrage certificate, and continuing disclosure certificate
- Prepare wrap up presentation booklets to summarize bond sale
- Manage pre-closing and closing
- Attend board meetings as needed to explain bond sale, legal documents, and pricing summary

STAFF REPORT



DATE: 3-14-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVAL OF THE AGREEMENT WITH THE CHAMBER OF COMMERCE TO HOLD THE ORANGEVALE TOWN FAIR EVENT IN ORANGEVALE COMMUNITY PARK FROM MAY 31-JUNE 2, 2019

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 the Orangevale Town Fair (formerly Pow Wow Days) event in Orangevale Community Park from May 31 through June 2, 2019.

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. The event fee for 2019 has increased to \$2,598 due to the increase in the District's fee schedule. All Events Mgt. Group Inc., a private event management company, will be the point of contact for this event. Set-up for this three-day event will begin Sunday May 26th at 12 p.m. through Friday, May 31st at 1 p.m. The event itself will run from May 31st, Friday afternoon, to Sunday evening June 2nd. The tear down will be from June 2nd, Sunday evening at 9 p.m. to Monday June 3rd at 5 p.m.

This event will host live music, carnival booths and rides, food, merchandise vendors, 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 three-day event is 10,000 people. The event will be free for spectators and will be open during the three days from mid-morning to late evening.

RECOMMENDED MOTION

I move we approve the Agreement with the Chamber of Commerce to hold the Orangevale Town Fair Event in Orangevale Community Park from May 31 - June 2, 2019 and move to authorize the District Administrator to execute the agreement.

PERMIT AGREEMENT

This Agreement is made and entered into this 14th day of March 2019, 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 Orangevale Town Fair community special event for the public on May 31-June 2, 2019; 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 Orangevale Town Fair on May 31 thru June 2, 2019 (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 26, 2019 and is required to complete Event take-down and cleanup by Monday, June 3, 2019 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 3, 2019 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 26 – June 3, 2019 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 3, 2019 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.

FEES

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 15, 2019, 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 five hundred and ninety-eight dollars (\$2,598.00) (the "Rental Fee") no later than June 7, 2019.

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 2, 2019 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 27, 2019 with the District's representatives and the post-event inspection walk-through that will take place on Tuesday, June 4, 2019 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 4, 2019. 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 15, 2019 for review by the District. Any feedback on the layout for the Event shall be given no later than March 22, 2019. 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 3, 2019. 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
8897 Greenback Lane
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 _____
Brad Squires, Chamber President

STAFF REPORT



DATE: 3-14-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVAL OF THE AGREEMENT WITH THE WOMEN VETERANS ALLIANCE TO HOLD THE WOMEN VETERANS RED, WHITE AND BLUE FUN RUN EVENT IN ORANGEVALE COMMUNITY PARK ON MAY 18, 2019

RECOMMENDATION

Approve the agreement with the Women Veterans Alliance to hold the Women Veteran's Red, White and Blue Fun Run Event in Orangevale Community Park on May 18, 2019.

BACKGROUND

Lisa Montes from AEMG, Inc. submitted a special event application on behalf of the Women Veterans Alliance to have the Women Veterans Red, White and Blue Fun Run at Orangevale Community Park. This is a one-day event that culminates at the park where there will be vendors, exhibitors, and entertainment. The event will be charged \$520 based on our special event fee schedule. Event proceeds are to support Women Veteran programs.

RECOMMENDED MOTION

I move we approve the Agreement with the Women Veterans Alliance to hold the Women Veterans Red, White and Blue Fun Run event in Orangevale Community Park on May 18, 2019.

PERMIT AGREEMENT

This Agreement is made and entered into this 14th day of March, 2019 by and between Orangevale Recreation & 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 AEMG, INC. representing the Women Veterans Alliance, 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 a community special event for the public on May 18, 2019; 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 AEMG representing the Women Veterans Red, White and Blue Fun Run on May 19, 2018 (the "Event"). 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 Saturday, May 18, 2019 at 6:00 a.m. and is required to complete Event take-down and cleanup by Saturday, May 18, 2019 at 7:00 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 Saturday, May 18, 2019 at 7:00 p.m.

Permittee shall cause the removal of any camper, truck, trailer and/or tents from the designated area and the Property no later than May 18, 2019 at 7:00 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 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.

FEES

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 five hundred twenty dollars (**\$520.00**) (the "Rental Fee") no later than March 15, 2019.

4. 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 and 100% of the Rental Fees
- Within 29 to 1 Days prior to the event, 0% of the Deposit and 100% of the Rental Fees

CHARGES BY PERMITTEE

5. Permittee shall have the right to charge admission to members of the public desiring to attend the Event in 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

6. 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 Oak & Filbert soccer field, 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 on May 18, 2019 only.
- c. District shall ensure that at least one (1) staff member will be available within a twenty (20) 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

7. Permittee understand and agrees to do the following:

a. Permittee shall attend a pre-event inspection walk-through which will take place on Thursday, May 9, 2019 with the District's representatives and the post-event inspection walk-through that will take place on Monday, May 20, 2019 if deemed necessary by District staff 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 Monday, May 20, 2019. 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 15, 2019 for review by the District. Any feedback on the layout for the Event shall be given no later than March 22, 2019. 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, March 15, 2019. 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 shall be 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. Permittee shall provide District with written proof that such notifications have been made.

k. 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.

l. 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.

m. 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.

n. 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.

o. 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

8. 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

9. 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 polices 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

10. 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

11. 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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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

17. 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

18. 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 & Park District
6826 Hazel Avenue
Orangevale, CA 95662

AEMG, INC.
6129 Rich Hill Drive
Orangevale, CA 95662
(916) 934-2207
lisa@aemginc.net
Representing
Women Veterans Alliance
69 Lincoln Blvd, SteA306
Lincoln, CA 95648
(916) 253-7357
melissa@womenveteransalliance.org

NEGATION OF PARTNERSHIP

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

WAIVER

20. 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

21. 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.

22. 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.

23. 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.

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

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

IN WITNESS WHEREOF, Orangevale Recreation & 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**

AEMG, INC.

By _____
Chairperson

By _____
Lisa Montes, President

By _____
Clerk

STAFF REPORT



DATE: 3-14-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: **APPROVAL OF PROJECTS AND BUDGET ALLOCATIONS FOR THE BIG DAY OF SERVICE ON MAY 11, 2019**

RECOMMENDATION

Approve the projects and budget allocations for the Big Day of Service on May 11, 2019.

BACKGROUND

The second annual Big Day of Service for Orangevale and Fair Oaks is scheduled for May 11, 2019. More than 30 community service projects have been identified to be completed during the Big Day of Service in which more than 1000 volunteers are expected to participate. The Orangevale Recreation & Park District has identified five projects for the Big Day of Service as described below with associated budget allocations.

Orangevale Community Park – Picnic Game Area Construction (12 people @ 4 hrs)

Budget Allocation: \$1,500

- Construct Ga Ga Pit south of the Group Picnic Structure at OCP
- Construct Horse Shoe Pit
- Construct Corn Hole Game Area
- Plant shade trees (fall color) around game area

Orangevale Community Center Park – Construct Ga Ga Game Pit (20 people @ 4 hours each)

Budget Allocation: \$200

- Construct Ga Ga Pit in Shackleton Woods
- Paint all red curbs, white posts, black handrails @ Orangevale Community Center Park
- Plant new landscape material in planters

Pecan Park Project 1 – Embellish Rock Garden & Build Benches (6 people @ 4 hours each)

Budget Allocation: \$300 plus benches

- Better define and beautify rock garden
- Build two new park benches
- Paint rock (3'x2') for dog park

Pecan Park Project 2 – Install a Landscape Focal Point (Butterfly Garden) at the Oakmore Way entrance to Pecan Park (10 people @ 4 hrs)

Budget Allocation: \$1,000

- Construct a Landscape Focal Point including planting trees, shrubs and flowers to enhance the park entrance
- Upgrade irrigation to best practices for newly landscaped area

Pecan Park Project 3 – Build Pedestrian Trail from Dog Park to Parking Lot (20 people @ 4 hrs)

Budget Allocation: \$2,500

- Build AB pedestrian trail from dog park to parking lot and install wayfaring signage
- Install wayfaring signage for trail

Total Budget Allocation: \$5,500

RECOMMENDED MOTION

I move we approve the projects and budget allocation of \$5,500 for the Big Day of Service on May 11, 2019.

STAFF REPORT



DATE: 3-14-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: **APPROVAL OF QUOTE FROM ABBEY CARPET & FLOOR TO PROVIDE FLOORING IN THE ORANGEVALE YOUTH CENTER**

RECOMMENDATION

Approve the quote from Abbey Carpet & Floor to provide flooring in the Orangevale Youth Center in the amount of \$11,170.

BACKGROUND

The District has budgeted in the 2018/19 Budget to install new flooring at the Youth Center and repair the subfloor where the concrete has cracked and raised to eliminate tripping hazards. The District received three quotes for the work:

Abbey Carpet & Floor	\$11,170.00
Simas Floor & Design	\$12,500.00
S & G Carpet	\$12,783.97

Staff recommends contracting with Abbey Carpet & Floor to complete the work.

RECOMMENDED MOTION

I move we approve the quote from Abbey Carpet & Floor to complete floor repairs and install new flooring at the Youth Center in the amount of \$11,170 and authorize the District Administrator to sign contract documents.



Abbey Carpet & Floor of Roseville

America's choice in floor fashions since 1958.

1047491

501 VERNON STREET ROSEVILLE, CA 95678 (916) 782-1303 FAX (916) 782-5672

PROPOSAL SUBMITTED TO <i>Orangevale Recreation Youth Center</i>		PHONE <i>Horacio 916-826-2803</i>	DATE <i>3-5-19</i>
STREET <i>6745 Hazel Ave</i>		JOB NAME <i>Youth Rec Center.</i>	
CITY STATE AND ZIP CODE <i>Orangevale, CA 95662</i>		JOB LOCATION	
ACCOUNT REP <i>SA Reis A.</i>	P.O.#	JOB #	JOB PHONE

We hereby submit specifications and estimate for:

Option 1 Supply & install GemCore, Ruby Collection into: Main Activity room, hallway & 2 bathrooms. Pull up & prep a 1'x43' section of VCT & grind concrete to level floor. Installing over existing VCT. New rubber base throughout. Installing new matching transitions at doors and areas meeting different surfaces. Also, Supply & install Armstrong Excelon VCT into: kitchen area. Pull up vinyl, prep floors, move appliances and install rubber base

Total for Option 1 w/tax & freight = \$11,170

Option 2 Supply & install Armstrong VCT, color: Sandrift White, into: Entire building (main activity room, bathroom, hallway & kitchen area), over existing VCT, pull up vinyl in bathrooms & kitchen, prep floors, repair the 1'x43' section of VCT in main room, primer & skim coat entire floor, new rubber base throughout, move appliances & R & R bath toilets.

Total for Option 2 w/tax & freight = \$7475

CCS AB2398. Carpet Recovery Act: You purchased _____ sq. yds @ ³²/₂₀ per sy = _____

TERMS ARE: *All orders require a 50% deposit. Rest due at TOTAL*

NOTICE OF RIGHT TO CANCEL

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you do not make the goods available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

***ELI'S COMING, INC.**
dba ABBEY CARPET & FLOOR
 501 Vernon Street Roseville, CA 95678

not later than midnight of _____ (Date)

I hereby cancel this transaction _____ (Date)

(Buyer's Signature)

ACCOUNT REP SIGNATURE

DATE

CUSTOMER SIGNATURE

NOTICE TO OWNER

Completion.

Under the California Mechanics Lien Law any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his/her work supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full if the subcontractors, laborers or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Original (or prime) contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid. (Generally, the maximum time allowed for filing a claim or lien against your property is ninety (90) days after completion of your project.)

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

(1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection.

(2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Any joint control agreement should include the addendum approved by the Registrar of Contractors.

(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. This will help to insure that all persons due payment are actually paid.

(4) After making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional lien releases signed by each material supplier, subcontractor and laborer involved in the portion of the work for which payment was made. On projects involving improvements to a single family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a claim against your property. In other types of construction this protection may still be important, but may not be as complete.

TO PROTECT YOURSELF UNDER THIS OPTION YOU MUST BE CERTAIN THAT ALL MATERIALS SUPPLIERS, SUBCONTRACTORS AND LABORERS HAVE SIGNED.

DEPOSIT

BALANCE



ORANGEVALE REC. & PARK DIST. 6826 HAZEL AVE ORANGEVALE, CA 95662	Proposal RC-318572	
	Today's Date	2/27/2019 12:18 PM
	Quote Date	2/26/2019
	Salesperson Name	JORDAN PREWITT

Notes and Special Instructions	Ship To
	ORAN3496 / 0000 ORANGEVALE REC. & PARK DIST. P 916-988-4373 6745 HAZEL AVE VCT KIT, STEP IN & WPC ORANGEVALE, CA 95662

Line	Description	Quantity	Unit Price	Amount
001	RUBY 7X48 PLANK W/ATTACHED BACKING - TO BE CHOSEN Bath:Bth 1 Order:56.866 Bath:Bth 2 Order:62.809 Passage:Hall 1 Order:62.965 Custom:YOUTH ROOM Order:1,086.357 S:None 0 SUPPLY REQUIRED 3.00 \$0.00	1,268.22 SF	\$4.79	\$6,074.77
002	RUBY QTR ROUND - TO BE CHOSEN	2.00 EA	\$39.99	\$79.98
003	MISC. INSTALL - HARDSURFACE QTR ROUND EA	2.00	\$16.00	\$32.00
004	RUBY MULTI-PURPOSE - TO BE CHOSEN	3.00 EA	\$39.99	\$119.97
005	POLY. SHEETING 6MIL - PER SQ. FT.	1,269.00 EA	\$0.09	\$114.21
006	BASIC INSTALL WATERPROOF CORE *NORTH - STRAIGHT PER SF	1,269.00	\$2.99	\$3,794.31
007	REMOVE AND RESET - TOILET (EACH)	2.00	\$80.00	\$160.00
008	EXCELON IMP TEXT STANDARD 1/8"VCT - 51858 SANDRIFT WHITE Kitchen:Kit Order:22.487 Basement:kitchen Order:186.030 Basement:step into kit Order:16.482 S:None 0 SUPPLY REQUIRED 3.00 \$0.00	225.00 SF	\$2.19	\$492.75
009	HENRY'S 430 (4 GAL) - CLEAR THIN SPREAD	1.00 EA	\$69.99	\$69.99
010	RUBBER BASE 4" - 701 BLACK (STOCK)	76.00 LF	\$4.99	\$379.24
011	MISC. INSTALL - BASE (RUBBER) PER 4'	76.00	\$4.00	\$304.00
012	INSTALL VCT PER SF - PER SQ FT	225.00	\$2.99	\$672.75
013	REMOVE AND RESET - OTHER APPLIANCE (EACH)	1.00	\$50.00	\$50.00
014	REMOVE AND RESET - FRIDGE (EACH)	1.00	\$80.00	\$80.00
015	MISC. INSTALL - PREP PER HOUR	6.00	\$60.00	\$360.00
016	WE PAY TAX SALE	-1.00 EA	\$531.48	-\$531.48



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Sub-Total	\$12,252.49
Sales Tax	\$531.48
Grand Total	\$12,783.97
Deposit	\$0.00
Balance	\$12,783.97

Thank you for considering S&G Carpet & More as your flooring source where we pride ourselves on unsurpassed service and satisfaction. Our line of products have been selected to provide you with an array of choices that emphasizes quality, value, and competitive pricing. We look forward to serving you!

25% RESTOCKING FEE ON ALL CANCELLATIONS AND RETURNED MATERIAL.
 ALL BALANCES ARE C.O.D.
 MATERIAL MUST BE INSTALLED OR PICKED UP WITHIN 100 DAYS OF ORDER PLACEMENT.

10631 WHITE ROCK ROAD, RANCHO CORDOVA, CA 95670
 Store/Sales: PHONE 916.853.0550 ; FAX 916.853.0564 ; RC@sgcarpet.com
 Scheduling: (866) 241-3551 ; scheduling@sgcarpet.com

CONTRACTOR LICENSE #260230

SIMAS FLOOR & DESIGN

3550 Power Inn Road
 Sacramento, Ca. 95826
 916.452.4933 office
 916.731.4309 fax



PROPOSAL

Date	3/1/2019
Quote #	
Customer	
Valid Until	
Prepared	Thomas

Orangevale Parks & Rec
 6745 Hazel Ave
 Orangevale, Ca 95662
 826-2803

Same

Install Gem Core Ruby collection into main hall, restrooms, hallway.			
Demo existing vinyl and haul away.			
Remove/ reset (2 toilets)			
Grind hump in middle of building and float (Ardex)			
Install (4 inch) rubber base into LVP areas.			
Install Armstrong Excelon VCT tile into kitchen area.			
Demo existing sheet vinyl and haul away.			
Install (4 inch) rubber base into VCT areas.			
Excludes Wax/ Seal			

\$12,500.00

Thomas Irwin
 Cell 916-893-9831

PROPOSAL APPROVED	
NAME:	_____
SIGNATURE:	_____
DATE	

Signed and Approved Proposal can be emailed back to Thomas.irwin@simasfloor.com or faxed to 916-731-4309

Thanks Your For Your Business!