

**ORANGEVALE RECREATION & PARK DISTRICT
BOARD OF DIRECTORS MEETING
THURSDAY, APRIL 13, 2017
6:30 p.m.**

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

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

1. CALL TO ORDER

2. ROLL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. PUBLIC DISCUSSION

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

6. MINUTES

a. Approval of minutes of March 9, 2017 meeting (pg 1-10)

7. CORRESPONDENCE

a. Confidential envelope – Attorney billing January 2017

b. Letter from Terry Benedict requesting board adopted policy that authorizes the administrator to provide written response to agenda requests from members of the public and the letter of response from the District Administrator (pg 11-13)

c. Letter from CARPD Announcing Nominations for Candidate's Interested in Serving on the CARPD Board of Directors (Pg 14-15)

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 2017 (pg 16)
- b. Budget Status Report for February 2017 (pg 17-18)
- c. Revenue Report for February 2017 (pg 19)
- d. Ratification of Claims for March 2017 (pg 20-21)
- e. Budget Status Report for March 2017 (pg 22-24)
- f. Revenue Report for March 2017 (pg 25)

8.2 OLLAD CONSENT MATTERS

- a. Ratification of Claims for February 2017 (pg 26)
- b. Budget Status Report for February 2017 (pg 27)
- c. Ratification of Claims for March 2017 (pg 28-29)
- d. Budget Status Report for March 2017 (pg 30-31)

8.3 KENNETH GROVE CONSENT MATTERS

- a. Ratification of Claims for February 2017 (pg 32)
- b. Budget Status Report for February 2017 (pg 33)
- c. Ratification of Claims for March 2017 (pg 34)
- d. Budget Status Report for March 2017 (pg 35)

9. STANDING COMMITTEE REPORTS

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

10. ADMINISTRATOR'S REPORT

- a. Monthly Activity Report – March 2017 (pg 36-38)

11. UNFINISHED BUSINESS

12. NEW BUSINESS

- a. Approve the Qualified Low Bid for the Almond Park Shade Structure Project from Northern Pacific Builders in the Amount of \$55,259 and Approve the Agreement with Northern Pacific Builders to Construct the Almond Park Shade Structure Project (pg 39-54)
- b. Approve the Qualified Low Bid for the Orangevale Community Park Oak & Filbert Pathway Project from TJR Resources, Inc. in the Amount of \$148,099 and Approve the Agreement with TJR Resources, Inc. to Construct the Orangevale Community Park Oak & Filbert Pathway Project (pg 55-72)
- c. Approval of Resolution 17-04-568, Approving the Nomination of Manuel “Manie” Meraz to Run for Election to the Board of Directors of the California Association of Recreation and Park Districts (CARPD) and when Elected, Approving Him as the District’s Representative to that Board (pg 73)

13. DIRECTOR'S AND STAFF'S COMMENTS

14. ITEMS FOR NEXT AGENDA

15. CLOSED SESSION

- a. Closed Session pursuant to Government Code Section 54957: Public employee discipline /dismissal/release.
- b. Closed Session pursuant to Government Code Section 54956.8
Conference with Real Property Negotiators
Property: 6930 Hazel Avenue, Orangevale, CA 95662
Agency Negotiator: Greg Foell
Negotiating Parties: Regency Baptist Church
Under Negotiation: Price and Terms

16. RESUME PUBLIC SESSION & ANNOUNCE ACTIONS FROM CLOSED SESSION

17. ADJOURNMENT

NOTICE:

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

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

Directors can be reached at: director@ovparks.com

Manie Meraz

Mike Stickney

Tim Anderson

Sharon Brunberg

Lisa Montes

ORANGEVALE RECREATION & PARK DISTRICT

Minutes of Meeting of Board of Directors March 9, 2017

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on Thursday, March 9, 2017 at the District Office. Director Stickney called the meeting to order at 6:32 p.m.

Directors present: Stickney, Meraz, Anderson, Montes (Brunberg was absent)
Staff present: Greg Foell, District Administrator
Scott Russell, Park Superintendent
Jennifer Von Aesch, Finance/HR Manager
Jason Bain, Recreation Supervisor
Melyssa Woodford, Administrative Services Coordinator
Chelsea McAdam, Recreation Coordinator

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was conducted.

4. **APPROVAL OF AGENDA** On a motion by Director Montes, seconded by Director Meraz, the agenda was approved 4-0-0 with Directors Meraz, Stickney, Anderson, and Montes voting Aye. There were no Abstentions or Nays. Director Brunberg was absent.
MOTION #1

5. **PUBLIC DISCUSSION** There was no public discussion conducted that was not related to a specified agenda item.

6. **MINUTES**
 - a) **Approval of Minutes of February 9, 2017 Special Meeting (pg 1):** On a motion by Director Montes, seconded by Director Anderson, the minutes were approved 4-0-0 with Directors Meraz, Stickney, Anderson, and Montes voting Aye. There were no Abstentions or Nays. Director Brunberg was absent.

 - b) **Approval of Minutes of February 9, 2017 Meeting (pg 2-7):** On a motion by Director Montes, seconded by Director Meraz, the minutes were approved 4-0-0 with Directors Meraz, Stickney, Anderson, and Montes voting Aye. There were no Abstentions or Nays. Director Brunberg was absent.
MOTION #3

7. **CORRESPONDENCE**
 - a) **Confidential Envelope – Attorney Billing December 2016:** On a motion by Director Meraz, seconded by Director Montes, the attorney billing was approved 4-0-0 with Directors Meraz, Stickney, Anderson, and Montes voting Aye. There were no Abstentions or Nays. Director Brunberg was absent.
MOTION #4

8. CONSENT
CALENDAR

MOTION #5

On a motion by Director Montes, seconded by Director Stickney, the consent items were approved 4-0-0 with Directors Meraz, Stickney, Anderson, and Montes voting Aye. There were no Abstentions or Nays. Director Brunberg was absent.

8.1 CONSENT
MATTERS
GENERAL FUND

- a) Ratification of Claims for January 2017 (pg 9)
- b) Budget Status Report for January 2017 (pg 10-12)
- c) Revenue Report for January 2017 (pg 13)

8.2. OLLAD CONSENT
MATTERS

- a) Ratification of Claims for January 2017 (pg 14)
- b) Budget Status Report for January 2017 (pg 15-16)

8.3. KENNETH GROVE
CONSENT
MATTERS

- a) Ratification of Claims for January 2017 (pg 17)
- b) Budget Status Report for January 2017 (pg 18)

9. STANDING
COMMITTEE
REPORTS

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

10. ADMINISTRATOR'S
REPORT

- a) Monthly Activity Report – February 2017 (pg 19-21): Admin. Foell noted that this was one of the slower months before the busy spring and summer months begin. Staff met with representatives from Final 9 to discuss the disc golf course in preparation for the committee meeting on March 24. Staff also met with San Juan Unified School District to discuss the joint use agreements. San Juan plans to move forward on a master joint use agreement, as well as renewing the upcoming expiring agreements. Regarding the property issue, the land conveyance documents have been sent to San Juan's attorney and planning director for review and then a meeting will be scheduled. Admin. Foell introduced Chelsea McAdam, who was hired as the Recreation Coordinator on March 1. Devon Bisquera was working as a Recreation Specialist and was offered the coordinator position but he turned down the position in order to continue his schooling and coaching. Coordinator McAdam has been with the District for eight years and has worked in a number of programs and events including Rec'ing Crew. Chantel Clark had also been assisting the District with special projects, such as the website. Coordinator McAdam said the magic show was successful with 65 children in attendance, which was an increase from last year. Admin. Foell noted that the remodeling

project was in the final stages with furniture arriving the following week. The sound panels are almost ready for installation. The District is continuing to work on the light dimming issue in the auditorium and hope for resolution soon.

Admin. Foell spoke about a project that was being proposed on the Star/Holden property. This project involved a church that included an option to purchase 16 acres off of Hazel Avenue. Admin. Foell met with the developer who indicated there was some support for the project, but there were also some people that were hoping another type of development would occur on that property. Admin. Foell noted that if this project is approved at the County, the District will probably not be receiving any money for the maintenance of the trail under the power corridor easement.

The Fire District was selling a small 2.5 acre parcel behind the fire station on Greenback. Admin. Foell called to inquire about it and the deadline for a response was April 6. He noted that the area was largely residential and Director Montes said there was a creek going through the area as well. Admin. Foell did not believe this would be a good investment for the District. There were other parcels available that may be a better fit for what the District was looking for.

Supervisor Russell took the playground safety test and the results will be returned in six to eight weeks. Admin. Foell also discussed the Best of Orangevale event, and felt it was very successful. Several Board members and staff members attended as well. Director Meraz met the new assemblyman, Kevin Kylie. The District won the Best Recreation and Entertainment of Orangevale award.

11. UNFINISHED BUSINESS

None discussed.

12. NEW BUSINESS

- a) Approval of the Orangevale Recreation & Park District Fiscal Audit 2015/16 (pg 22-53): Larry Bain conducted the audit and presented the report dated June 30, 2016. His opinion was that the financial statements were fairly stated and he commended the District on their preparation and processing of the financial information. The net income of the general fund was \$109,000 in the positive, which could have resulted from the lack of capital projects. Mr. Bain felt the District had a “strong cash position” and balance sheet. The net pension liability increased from \$476,000 to \$760,000. SCERS uses a 7.5% discount rate and are estimating that the District will be earning 7.5% on investments. CalPERS lowered their discount rate to 7%; SCERS may also do this in the future which would cause the net pension liability and employer rate to increase. Admin. Foell explained that employees hired after January 1, 2013 adopted the 50/50 policy, and the District had moved toward this formula for existing employees as well. In

MOTION #7

September 2018, all employees will be at this 50/50 cost formula, and the Board also had increased employee salaries to compensate for this change. The only finding was that the District had a lack of segregation of duties. Director Stickney commended Ms. Von Aesch on completing her first audit. Director Montes motioned to accept the audit as presented to the Board. The motion was seconded by Director Meraz and the audit was approved 4-0-0 with Directors Meraz, Stickney, Anderson, and Montes voting Aye. There were no Abstentions or Nays. Director Brunberg was absent.

MOTION #6

- b) Discussion and Possible Action on the Turning Point Crisis Center Project (pg 54): Admin. Foell stated that at the February 9, 2017 Board meeting, a group of citizens approached the Board and requested that this item be put on the agenda for further discussion. The proposed facility, to be located at 9048 Elm Avenue, was a 15-bed crisis center for mentally ill adults that were in temporary care. Admin. Foell noted that these facilities were needed in the area, however he emphasized that most of the discussion regarding this facility was centered around the proposed location which was near Pasteur Middle School, Green Oaks Elementary School, Casa Roble High School, and a preschool, as well as Orangevale Community Park which is across the street. The discussion for the Board was the decision to publicly oppose having the facility in the proposed location. If this opposition was approved, it would allow the District Administrator to write a letter addressed to the Orangevale CPAC, as well as to Supervisor Sue Frost, to state the District's opinion. Staff recommendation was to consider the project and then determine if the Board would like to take a position.

Director Stickney opened public comment on the item. Earl Wallis resided at 9185 Elm Avenue and was a 15 year Orangevale resident. He and his wife were concerned about the safety of the children in the neighborhood at the park and after they get out of school. He also noticed that the facility was located far off the main street, and the property near the street was only horse pasture right now. He felt this opened up the potential of additional units being built on this open pasture.

Kendall Kinyon lived at 6829 Pecan Avenue. He had seen the children from the charter school visit the park. He was concerned because he heard the residents at the facility would be free to roam around and not be confined to the facility. He noted that there were no sidewalks near Pecan and Elm, which would force the residents to walk through the park. He did not feel the residents with mental and drug problems should be free to roam around the neighborhood. He also questioned as to how the county was able to buy the property without the public hearing about it first. He wanted to encourage the county representative to think more about this issue. Mr. Kinyon also addressed the issue of zoning, and

turning this from a five-bed home for children into a 15-bed facility. He did not believe this was the right location for this facility.

Linda Daniel was a 27 year resident and lived at 7045 High Sierra Court. She urged the Board to make a motion to not support this facility. She noted that the access point to Pecan was very close to the facility. She supported the facility when it was zoned to become a children's care facility. However, the new zoning did not fit well for a residential area. She stated that her children grew up in this area attending the parks, however with this facility she would have not felt comfortable to allow her children to do that. Ms. Daniel noted that there was no commercial transportation and so the residents would have to walk through the neighborhood and parks. She felt the Board was in charge of the parks and asked the Board to help keep them safe.

Jennifer Derich resided at 9201 Golden Gate Avenue and was a 34 year resident. She does not believe a mentally ill person should be able to enter a park and interrupt a party or any other events going on. Ms. Derich felt this problem should be addressed by hospitals and not in a neighborhood. Her children attended the nearby schools.

Philip Clemmer felt that in government, residents should be informed and have a say towards a transparent problem. He felt that the County should have involved all of the residents in the issue, and not rezoned the area in order to facilitate the problem. Mr. Clemmer believed they should have found a better area that would not impact the neighborhood, had ample parking, security, and easy access to transportation. He wondered if they felt the residents were too ignorant or lazy to become involved, or if it was purely an oversight on their part.

Brooke Damiano resided at 7001 Heritage Oak Court, and 138 feet from the proposed facility. She stated that in a recent survey conducted by Sue Frost, the County Supervisor, that a large majority of Orangevale residents stated they opposed the Elm Avenue location for this facility. However, these opponents have been called mean-spirited and un-Christian for wanting a new location, suggesting that they do not care about people with mental illness. Ms. Damiano said this was not true as everyone had a friend or family member who had mental health challenges. She felt the true issue was if a mental health center should be placed in a residential neighborhood near four schools and a busy park. She believed a more appropriate location could be found elsewhere within the county.

Becki Clemmer was opposed to this facility being put in the proposed location. She lived in the area for 20 years and was looking forward to continuing to enjoy the neighborhood and

going for walks. She was concerned for everyone's safety. She did not oppose the purpose of the facility, however she felt the proposed location did not make sense. She has even assisted in providing other locations that would be a better fit for the facility.

Steve Dragland agreed with the prior speakers who had indicated that the proposed location was not appropriate for the facility. He noted the zoning document, Section 3.2 that stated residential care facilities can be authorized in AR2 and AR1 with the conditional use permit. On page 3-11, Section 3.2, states that a psychiatric facility can only be located in a commercially zoned area. He believed this facility would be considered a psychiatric care facility. Mr. Dragland, who retired from law enforcement, referenced several cases and said, "When people are not in control of their minds, they do crazy things, which is not something that should happen in the neighborhood of children and families."

Buck Hallen was a one year Orangevale resident. He felt the proposed location of the facility was inappropriate due to the neighborhood, nearby schools, and lack of sidewalks.

Lynn Schue resided at 8130 Hazel Avenue and had been an Orangevale resident for 19 years. Her children attended nearby schools and she previously worked at Charter Hospital, a psych facility near Kaiser. She was aware of what was involved with regard to mental health patients and she did not want to put the children at risk. She felt the patients would be near children and a heavily wooded park, which she described as the "perfect storm". She added that the patients should be able to walk to a Walmart or grocery store, which they would not be able to do.

Cathy Samson had been a resident since 1988, and her children attended nearby schools. She added that the park was connected to several schools. The school districts would be impacted by this facility because they would have to alert the parents and children if someone was loitering around the schools. She asked if the teachers were going to be trained to handle these residents. Ms. Samson did not feel this would be fair to the patients, the residents, and the families. She also stated that she agreed with a lot of what had already been said.

Janice Freeberg was unable to attend the first meeting on this decision. She had 10 acres of property that was nearby the proposed facility. She felt this location was inappropriate for this type of mental care facility.

Carol Shoemaker resided at 6711 Filbert Avenue for the last 42 years. She does not believe a facility should be located in a residential area. She noted that Sacramento County does not have their own facility, which would have prevented this type of issue. She emailed Sue Frost and stated that the facility should be placed

in a commercial area. The facility residents would have access to her property. She was concerned about the impressions that would be placed on the children in the neighborhood. She asked that the Board not approve the project.

Hannah Judd lived in a large family next to Green Oaks Elementary. She felt this facility would bring danger into the community. She discussed that these patients may be placed on incorrect medication which would make their situation worse.

CJ Sergeant had been a resident since 1988 and her children attended nearby schools. She was a realtor with clients in the area and noted that this type of facility would have to be disclosed during the sale of a house in the area. The property closed escrow in August 2016 for \$1,150,000. She believed this facility had been planned since the beginning and the residents did not hear about it until October. She asked for the support from the Board to oppose this facility.

Eric Bailey considered the parks in the community as a treasure. He resided at 6905 Filbert Avenue which was 30 feet from the facility. He was concerned that the facility was a risk for the neighborhood schools and parks. He was part of the Protect Orangevale Kids group. He attended a meeting with Turning Point in which the company stated inaccurate facts. He asked the Board to report their decision to the supervisors.

Maryanne Paveglio resided on Chestnut Avenue. Her son had attended a crisis facility, which had public transportation and nearby grocery stores and a library. However, the only places near this proposed facility were the parks and schools. Also, once the residents are released after 30 days they will be homeless and have nowhere to go other than become part of the homeless group at the park. She also believed the residents would be bored and would frequent the parks. She felt the facility should be zoned as commercial and not residential.

Paige Walker resided in Orangevale with her husband for over 39 years. Her son had commented that he had issues with strangers bothering them at the local parks already. She felt they would have to teach their children to deal with possibly combative people. She did not approve of this facility.

Garth Breckon commented on background checks for possible criminals that attend the facility.

Shannon Harrison lived at 8148 Hazel Avenue. She asked about the response time for a 5150 from the Sacramento County Sheriff's Department. Director Montes stated the standard time was 68 minutes. She questioned the protocols that would be in place if any issues arose from the facility.

Tina Weinmeister resided at 7036 Filbert Avenue and had lived in Orangevale since 1979. She said the logistics of the neighborhood was bizarre due to the properties being intertwined and interlocking. They previously had a mentally ill person who was running through the neighborhood and ended up in their backyard. There were several areas they could hide and it would be difficult to keep track of people who escape due to the area being so rural.

Katrina Slye conducted a public inquiry with regard to the average response time from Sacramento County Sheriff. It is 37 minutes from when a call goes in to when an officer arrived on the scene. There is a Turning Point 15-bed facility in Rio Linda, and that area had received an average of two calls per month to the police for service, most of which involved missing persons and disturbances.

Director Montes motioned that the Board oppose the Turning Point project, which was seconded by Director Anderson. Director Meraz stated he had lived in Orangevale for 45 years and he supported the fight to keep the area rural. He was a member of CPAC for eight years. If the zoning becomes commercial, it would be a permanent change. Director Montes thanked everyone for attending the meeting. She asked that the District Administrator send a letter to Sue Frost so she understood where they stood. Director Anderson was a life-long resident and was proud to represent those in the community. He was nervous about the change of zoning to a commercial facility. He also felt the facility should be in a more centralized location. These facilities are needed but not in the proposed location. Director Stickney was concerned about the schools and parks being near the facility. He also noted there were no hospitals located in the community for the residents if that was needed. He asked that the District Administrator send a letter to all of the supervisors. Director Montes offered to bring the letter to a meeting.

Director Montes motioned that the Board support the community and oppose the Turning Point project, and also authorized the District Administrator to write a letter to the Orangevale CPAC and Supervisor Frost and other district supervisors in order to express their opposition to the Turning Point project. The motion was seconded by Director Anderson and approved 4-0-0 with Directors Meraz, Stickney, Anderson, and Montes voting Aye. There were no Abstentions or Nays. Director Brunberg was absent.

- c) Approval of Resolution 17-03-566, 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 55): These resolutions are done annually in March. Director Montes motioned to approve the resolution to direct preparation of the Engineer's Report for OLLAD. This motion was seconded by Director

MOTION #8

Anderson, and the resolution was approved 4-0-0 with Directors Meraz, Stickney, Anderson, and Montes voting Aye. There were no Abstentions or Nays. Director Brunberg was absent.

MOTION #9

- d) Approval of Resolution 17-03-567, 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 56): These resolutions are done annually in March. Director Montes motioned to approve the resolution to direct preparation of the Engineer's Report for Kenneth Grove. This motion was seconded by Director Anderson, and the resolution was approved 4-0-0 with Directors Meraz, Stickney, Anderson, and Montes voting Aye. There were no Abstentions or Nays. Director Brunberg was absent.

MOTION #10

- e) Approval of the Agreement with the Chamber of Commerce to hold the Pow Wow Days Event in Orangevale Community Park on June 1-4, 2017 (pg 57-71): Admin. Foell noted that this event was being moved three weeks later than normal. This was essentially the same agreement as was done last year, and he recommended approval of the agreement. Director Stickney motioned the approval of the agreement in order to hold the event June 1 through 4, 2017, and authorized the District Administrator to execute the agreement. The motion was seconded by Director Anderson and the agreement was approved 3-0-1 with Directors Meraz, Stickney, and Anderson voting Aye and Director Montes Abstaining. There were no Nays. Director Brunberg was absent.

MOTION #11

- f) Approval of Agreement with Entravision – 101.9 The Wolf Managed by AEMG, Inc. to hold WOLF Fest 2017 Music Festival Special Event in Orangevale Community Park on July 15, 2017 (pg 72-86): This was the sixth year for this event. The date was moved a few months ahead to avoid some issues, such as having more daylight and inconsistencies with the weather. The performers have yet to be named. The event should be completed by 8:00 or 8:30 p.m. Director Anderson motioned to approve the agreement with Entravision 101.9 the Wolf managed by AEMG, Inc. to hold Wolf Fest 2017 on July 15, 2017, and authorized the District Administrator to execute the contract documents. This motion was seconded by Director Stickney, and the agreement was approved 3-0-1 with Directors Meraz, Stickney, and Anderson voting Aye and Director Montes Abstaining. There were no Nays. Director Brunberg was absent.

13. DIRECTOR AND STAFF COMMENTS

Supervisor Bain was preparing for the upcoming season. Online registration was moving smoothly and they were currently inputting all of the summer programs into the system. A new Recreation Specialist was starting on March 13.

Supervisor Woodford was working on the next guide for it to be released in April.

Ms. Von Aesch said that Mr. Larry Bain was great to work with during the audit. She felt everything was going smoothly. She reminded the Board members to complete the Form 700 if they have not done so already. She also sent out emails regarding ethics training.

Superintendent Russell said a new full time employee, Curtis Bryant, had been hired. He was previously a part time employee and was very excited to become full time. Scott Wade was promoted to a Park Maintenance III position. Another full time employee was off work due to health issues and was going to have surgery soon. Superintendent Russell recently used the new mower, which had a rear discharge, and thanked the Board for the new piece of equipment. They are currently mowing at three inches and will gradually decrease the length over time.

Admin. Foell thanked the staff and commended them for the great job. He also welcomed the new employees that had been hired. The new Recreation Specialist will be starting in a couple weeks.

Director Montes was happy for the successful Best of Orangevale event.

Director Anderson appreciated seeing the residents being passionate about issues. He also discussed opening day ceremonies for Orangevale Pony Ball and felt it was a very successful event. He thanked Supervisor Russell for his assistance as well.

Director Stickney thought it was great that the public was using the District as a resource for the Turning Point issue.

Director Meraz thanked the staff who attended the Best of Orangevale event. He noted that it was a very successful event with over 200 in attendance. He was honored to attend and represent the District.

**14. ITEMS FOR NEXT
AGENDA**

None discussed.

**15. ADJOURNMENT
MOTION #12**

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 8:55 p.m. On a motion by Director Montes, seconded by Director Anderson, the adjournment motion passed 4-0-0 with Directors Meraz, Stickney, Montes, and Anderson voting Aye. There were no Abstentions or Nays. Director Brunberg was absent.

Mike Stickney, Chairperson

Terry Benedict
9365 Central Avenue
Orangevale CA 95662

To: Orangevale Recreation and Park District Administrator Greg Foell

From: Terry Benedict

Date: March 28, 2017

Re: two letters dated 2-2-2017 (pgs 16, 17 & 30, 31 of the agenda packet for February 9, 2017) from district administrator Greg Foell responding in writing to written agenda item requests (dated December 23, 2016 & January 25, 2017-see pgs 7, 8, 9, 10, 11, 12, 13, 24, 25, 26, 27, 28, 29 of the agenda packet for February 9, 2017) from a member of the public Terry Benedict

District Administrator Greg Foell

In the written letters of response, from district administrator Greg Foell, he states in writing that his response is "as per our Policy Manual".

I need the "written board adopted/established policy" that authorizes/allows/recommends district administrator Greg Foell to provide a written response to written agenda item requests from Members of the Public.

Sincerely;



Terry Benedict

47 year Orangevale resident

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

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



4/7/17

Terry Benedict
9365 Central Avenue
Orangevale, CA 95662

Dear Mr. Benedict,

This letter is in response to your one letter dated on March 28, 2017 and received March 29, 2017, requesting information.

1) 3/28/17 "I need the "written board adopted/established policy" that authorizes/allows/recommends district administrator Greg Foell to provide a written response to written agenda item requests from Members of the Public."

Answer: Under the Operational Policies and Procedures Manual Section 2.A.2, the District Administrator is responsible for the day to day operation and administration of the District. Answering questions and responding to requests from members of the public is part of these responsibilities to assist the Board in their decision making. Additionally, the quote you reference was referring to the timing of placing items on the agenda which is found in Section 4.1.3.1 which is included below.

2.A.2 District Administrator

Under the direction of the Board of Directors, the District Administrator shall be responsible for the day-to-day operation and administration of the affairs of the District, as well as implement the policies of the Board of Directors, and shall organize and supervise the District's total recreation and park operation. The Administrator shall be responsible for employment and supervision of all District staff. The Administrator shall prepare the District budget, maintain a complete financial record for the District, prepare reports on District accomplishments and needs, prepare the agenda for the Board meetings, and may serve as the secretary/clerk of the Board to record the minutes of the meeting and sign documents. These responsibilities, and the authority of the District Administrator, shall be as determined by the Board, and may be changed or modified by the Board as it finds appropriate.

4.1.3.1 Written Request

The request must be in writing and be submitted to the District Administrator (or other responsible employee designated by the Board to accept agenda items from the public) together with supporting documents and information, if any, at least ten (10) business days prior to the date of the meeting. The request shall be conveyed to the Board for review by placing said request under the "Correspondence" section of the agenda. If

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a Board member feels that additional information is warranted, he/she will request the District Administrator and/or the Chair to have staff investigate the matter to determine if further action is warranted.

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

Sincerely,

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

Greg A. Foell
District Administrator

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



TO: CARPD Member Districts

FROM: Pat Cabulagan, Executive Director

SUBJECT: 2017 SLATE OF BOARD OFFICERS

DATE: March 16, 2017

The CARPD 2017 Board of Directors election will be held on May 19, 2017 during the CARPD Spring Conference in Santa Cruz, CA at the General Membership Meeting.

In accordance with CARPD Association Bylaws the Nominating Committee shall submit a slate of qualified candidates for the offices to the membership.

Any qualified candidate may submit his/her nomination prior to or during (Floor Nomination) the election process. If elected the candidate must provide the President with a resolution from the District Board endorsing the nominee. The candidate will not take office until such time as the authorizing resolution is presented. CARPD is soliciting any qualified candidate's interested in serving on the Board of Directors.

All interested candidates wishing to be included on the ballot should send in their Board resolution endorsing the nominee by May 5, 2017.

Attachment: CARPD 2017 Slate of Officers

CARPD 2017 Slate of Board Officers

President – Elect

**Gene Hostetler
Rancho Simi Recreation and Park District**

Secretary

Maryalice Faltings
Livermore Area Recreation and Park District**

**Director at Large
(Odd Year)**

Two Board Officer Positions to be elected

**Frank Gorman
Valley-Wide Recreation and Park District**

Mark Johnson
Rancho Simi Recreation and Park District**

**Administrator Representative
(Odd Year)**

One Board Officer Position to be elected

**Tarry Smith, General Manager **
Carmichael Recreation & Park District**

**** Incumbent**

GENERAL FUND EXPENDITURES
FOR THE MONTH ENDING
FEBRUARY 28, 2017

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1905635779	20203800	PETTY CASH REIMBUREMENT	Employee Recognition	102.79
1905640529	20203900	US BANK CORPORATE PAYMENT	Employee Transportation	1.75
1905640529	20207600	US BANK CORPORATE PAYMENT	Office Supplies	789.50
1905640529	20207600	US BANK CORPORATE PAYMENT	SALES TAX ACCRUAL	1.55
				791.05
1905635779	20208100	PETTY CASH REIMBUREMENT	Postal Service	20.92
1905630127	20219700	AT&T	Telephone	105.18
1905630132	20219700	NEXTEL OF CALIFORNIA INC	Telephone	42.51
1905637834	20219700	COMCAST	Telephone	528.25
1905637836	20219700	AT&T	Telephone	18.85
				694.79
1905630237	20226200	JJR ENTERPRISES INC	Office Equip Maint Supply	138.83
1905622011	20231400	ARAMARK UNIFORM SERVICE	Clothing/Personal Supply	321.82
109080384	20231400	ARAMARK UNIFORM SERVICE	Clothing/Personal Supply	373.27
				695.09
1905640529	20232200	US BANK CORPORATE PAYMENT	Custodial Supplies	8.59
1905621991	20256200	DESIREE BROWN	Transcribing	71.00
1905634077	20256200	DESIREE BROWN	Transcribing	86.00
				157.00
1905630242	20259101	ROBERT E PORTER	Computer Consulting	500.00
1905630252	20285100	BRADLEY TATUM	Recreation Service	900.00
1905630265	20285100	FRESHI FILMS LLC	Recreation Service	173.55
1905630268	20285100	ADRIAAN JANSEN VAN VUUREN	Recreation Service	422.25
1905630278	20285100	CLINT LEMAY	Recreation Service	136.50
1905630280	20285100	ALISON LLOYD	Recreation Service	108.00
1905630283	20285100	STEVEN MIRANDA	Recreation Service	583.70
1905630285	20285100	RESCUE TRAINING INSTITUTE	Recreation Service	52.50
1905630286	20285100	WILLIAM CORLEY	Recreation Service	72.00
1905634076	20285100	MICHAEL JONES	Recreation Service	400.00
1905640529	20285100	US BANK CORPORATE PAYMENT	Recreation Service	30.10
1905635520	20285100	TIMOTHY SHERMAN	Recreation Service	400.00
1905635521	20285100	BRENTLY DAVIS	Recreation Service	400.00
				3,678.60
1905635780	20285200	WAL-MART STORES INC	Recreation Supply	74.22
1905635779	20285200	PETTY CASH REIMBUREMENT	Recreation Supply	122.89
				197.11
1905622172	42420200	JON PETERSON	Structures	49,212.85
1905630259	42420200	MFDB ARCHITECTS, INC	Structures	65.62
1905640529	42420200	US BANK CORPORATE PAYMENT	Structures	2,044.54
109080381	42420200	MOVE ASBESTOS TEST 2041 TO COMM C	Structures	300.00
				51,623.01

ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2016/2017
FEBRUARY 2017

Account Number	Expenditure Account	Budgeted 2016/2017	Current Expenditures	Expenditures to Date	Funds Available	% Left
1000	SALARIES & EMPLOYEE BENEFITS					
10111000	Salaries & Wages, Regular	755,000.00	53,451.65	404,546.31	350,453.69	46%
10112100	Salaries & Wages, Extra Help	358,000.00	19,611.91	217,677.89	140,322.11	39%
10112400	Salaries, Board members	12,000.00	800.00	3,900.00	8,100.00	68%
10121000	Retirement	185,000.00	11,079.83	100,513.69	84,486.31	46%
10122000	Social Security	80,000.00	5,521.76	46,668.13	33,331.87	42%
10123000	Group Insurance	205,000.00	16,314.77	123,156.28	81,843.72	40%
10124000	Worker's Comp. Ins	45,000.00	9,629.00	35,276.00	9,724.00	22%
10125000	Unemployment Insurance	25,000.00	2,302.06	11,798.64	13,201.36	53%
10128000	Health Care/Retirees	3,000.00		-	3,000.00	100%
	SUB-TOTAL	1,668,000.00	118,710.98	943,536.94	724,463.06	43%
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	1,500.00		1,124.42	375.58	25%
20202100	Books/Periodicals/Subscrip	750.00		-	750.00	100%
20202900	Business/Conference Expense	5,000.00		2,203.00	2,797.00	56%
20203500	Education/Training Serv.	5,500.00		3,294.97	2,205.03	40%
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	102.79	497.04	1,502.96	75%
20203802	Recognition Items	500.00		-	500.00	100%
20203803	Recognition Events	500.00		-	500.00	100%
20203900	Employee Transportation	3,000.00	1.75	524.60	2,475.40	83%
20205100	Liability Insurance	38,000.00		38,657.00	(657.00)	-2%
20205500	Rental Insurance	4,000.00		3,688.10	311.90	8%
20206100	Membership Dues	8,000.00		3,163.00	4,837.00	60%
20207600	Office Supplies	9,500.00	791.05	4,165.41	5,334.59	56%
20207602	Signs	500.00		141.05	358.95	72%
20207603	Keys	350.00		-	350.00	100%
20208100	Postal Services	6,500.00	20.92	4,177.79	2,322.21	36%
20208102	Stamps	3,000.00		376.00	2,624.00	87%
20208500	Printing Services	24,000.00		11,424.40	12,575.60	52%
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		(700.06)	1,700.06	170%
20212200	Chemicals	500.00		-	500.00	100%
20213100	Electrical Maint. Service	400.00		-	400.00	100%
20213200	Electrical Maint. Supplies	500.00		-	500.00	100%
20214100	Land Improv. Maint. Services	500.00		-	500.00	100%
20214200	Land Improv. Maint. Supplies	500.00		-	500.00	100%
20215100	Mechanical System Maint. Ser	500.00		-	500.00	100%
20215200	Mechanical System Maint. Sup	500.00		-	500.00	100%
20216200	Painting Supplies	500.00		-	500.00	100%
20216700	Plumbing Maint. Service	400.00		-	400.00	100%
20216800	Plumbing Maint. Supplies	1,000.00		-	1,000.00	100%
20218100	Irrigation Services	500.00		-	500.00	100%
20218200	Irrigation Supplies	500.00		-	500.00	100%
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	15,500.00	694.79	5,398.62	10,101.38	65%

Account Number	Expenditure Account	Budgeted 2016/2017	Current Expenditures	Expenditures to Date	Funds Available	% Left
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		374.50	625.50	63%
20226200	Office Equip Maint Supplies	2,500.00	138.83	1,550.61	949.39	38%
20227500	Rents/Leases Equipment	500.00		-	500.00	100%
20228100	Shop Equip Maint Service	500.00		-	500.00	100%
20228200	Shop Equip Maint Supplies	500.00		-	500.00	100%
20229100	Other Equip Maint Service	500.00		-	500.00	100%
20229200	Other Equip Maint Supplies	500.00		-	500.00	100%
20231400	Clothing/Personal Supplies	6,000.00	695.09	2,601.64	3,398.36	57%
20232100	Custodial Services	2,000.00		-	2,000.00	100%
20232200	Custodial Supplies	1,000.00	8.59	362.21	637.79	64%
20250500	Accounting Services	8,000.00		-	8,000.00	100%
20250700	Assessment/Collection Service	18,000.00		8,492.64	9,507.36	53%
20252500	Engineering Services	6,000.00		-	6,000.00	100%
20253100	Legal Services	15,000.00		19,002.50	(4,002.50)	-27%
20256200	Transcribing Services	1,000.00	157.00	571.00	429.00	43%
20257100	Security Services	5,000.00		-	5,000.00	100%
20259100	Other Professional Services	5,000.00		7,319.49	(2,319.49)	-46%
20259101	Computer Consultants	6,000.00	500.00	2,000.00	4,000.00	67%
20281201	PC Hardware	10,000.00		804.60	9,195.40	92%
20281202	PC Software	10,000.00		452.18	9,547.82	95%
20281203	PC Supplies	1,000.00		117.69	882.31	88%
20281900	Elections	18,000.00		19,536.96	(1,536.96)	-9%
20285100	Recreational Services	180,000.00	3,678.60	87,050.10	92,949.90	52%
20285200	Recreational Supplies	40,000.00	197.11	9,216.62	30,783.38	77%
20289800	Other Operating Exp - Supplies	2,000.00		212.50	1,787.50	89%
20289900	Other Operating Exp - Services	2,000.00		138.23	1,861.77	93%
20291100	System Development Services	3,000.00		2,758.35	241.65	8%
20296200	GS Parking Charges	200.00		-	200.00	100%
	SUB-TOTAL	494,100.00	6,986.52	240,697.16	253,402.84	51%
3000	OTHER CHARGES					
30321000	Interest Expense	23,000.00		24,624.63	(1,624.63)	-7%
30322000	Bond/Loan Redemption	62,000.00		54,757.94	7,242.06	12%
30345000	Taxes/Licenses/Assess Trans	2,500.00		99.70	2,400.30	96%
	SUB-TOTAL	87,500.00	-	79,482.27	8,017.73	9%
4000	FIXED ASSETS					
41410100	Land	0.00		-	0.00	
42420200	Struc. & Improvements	560,000.00	51,623.01	84,548.32	475,451.68	85%
43430303	Vehicles/Equipment	0.00		-	0.00	#DIV/0!
	SUB-TOTAL	560,000.00	51,623.01	84,548.32	475,451.68	85%
5000	INTERFUND CHARGES					
50557100	Fingerprinting Service	4,000.00		833.00	3,167.00	79%
	SUB-TOTAL	4,000.00	-	833.00	3,167.00	79%
79790100	Contingency Appropriations	0.00		-	0.00	0%
	Deposit into Reserves	0.00		-	0.00	0%
	GRAND TOTAL	2,813,600.00	177,320.51	1,349,097.69	1,464,502.31	52%

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
REVENUE STATEMENT
FISCAL YEAR 2016/2017
FEBRUARY 2017**

Account Number	Revenue Account	2016/2017 Budgeted Revenue	Realized This Period	Collection YTD Balance	YTD Uncollected Balance	% Collected
91910100	Prop. Taxes - Current Secured	1,135,000		631,189.53	503,810.47	55.61%
91910200	Prop. Taxes - Current Unsecured	36,000		44,040.32	-8,040.32	122.33%
91910300	Supplemental Taxes Current	5,000		7,113.77	-2,113.77	142.28%
91910400	Prop. Taxes Sec. Delinquent	10,000		8,347.12	1,652.88	83.47%
91910500	Prop. Taxes Supp. Delinq.	500		1,331.51	-831.51	266.30%
91910600	Unitary Current Secured	12,000		7,520.62	4,479.38	62.67%
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		528.30	471.70	52.83%
91914000	Penalty Costs - Prop. Tax	200		74.00	126.00	37.00%
91919900	Taxes - Other	-		0.00	0.00	
	SUB-TOTAL TAXES 9100	1,199,700	0.00	700,145.17	499,554.83	58.36%
94941000	Interest Income	4,000		2,350.00	1,650.00	58.75%
94942900	Building Rental Other	90,000	10,033.51	56,582.94	33,417.06	62.87%
94943900	Cell Tower Leases	19,600	4,579.78	24,345.48	-4,745.48	124.21%
94944800	Rec.Concessions Final 9	17,000	500.00	8,703.35	8,296.65	51.20%
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		6,896.97	8,103.03	45.98%
95952900	In-Lieu Taxes	560,000	75,000.00	75,000.00	485,000.00	13.39%
95956900	State Aid - Other Misc. Programs	-		0.00	0.00	
96963313	Miscellaneous Fees	1,000	1,154.20	1,154.20	-154.20	115.42%
96964600	Recreation Service Charges	470,000	18,321.76	239,103.90	230,896.10	50.87%
96969700	Security Services	2,500	610.62	2,483.74	16.26	99.35%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	-		854.00	-854.00	
97973200	Recreation Contributions	-		0.00	0.00	
97973300	Orangevale Clubs	-		0.00	0.00	
97974000	Insurance Proceeds	2,500	593.89	7,780.81	-5,280.81	311.23%
97979000	Revenue - Other	500	0.25	1,096.64	-596.64	219.33%
	SUB-TOTAL OTHER MISC. INCOME	1,184,100	110,794.01	426,352.03	757,747.97	36.01%
	TOTAL BUDGET AMOUNT	2,383,800	110,794.01	1,126,497.20	1,257,302.80	47.26%

GENERAL FUND EXPENDITURES
FOR THE MONTH ENDING
MARCH 31, 2017

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1905658781	20200500	US BANK CORPORATE PAYMENT	Advertising	438.84
1905658781	20202100	US BANK CORPORATE PAYMENT	Subscriptions	239.29
1905647179	20202900	CALIFORNIA ASSOCIATION OF	Buisness/Conference Expense	260.00
1905647183	20202900	CALIFORNIA ASSOCIATION OF	Buisness/Conference Expense	455.00
				715.00
1905642929	20203500	BRUCE EDWARDS	Education/Training Service	55.00
1905658781	20203500	US BANK CORPORATE PAYMENT	Education/Training Service	375.00
				430.00
1905658781	20203800	US BANK CORPORATE PAYMENT	Employee Recognition	258.44
1905645600	20203900	SARAH FRIDRICH	Employee Transportation	13.37
1905645597	20203900	ASHLEY BELL	Employee Transportation	35.47
1905645589	20203900	ASHLEY BELL	Employee Transportation	27.65
1905655739	20203900	JENNIFER VON AESCH	Employee Transportation	91.58
1905655741	20203900	JENNIFER VON AESCH	Employee Transportation	35.20
				203.27
1905640555	20205500	HUB INTERNATIONAL INSURAN	Insurance-Long Term	335.62
1905647188	20206100	NATIONAL RECREATION AND P	Membership Dues	600.00
1905647170	20207600	SAM'S CLUB DIRECT CML	Office Supplies	386.67
1905658781	20207600	US BANK CORPORATE PAYMENT	Office Supplies	164.76
				551.43
1905658781	20208100	US BANK CORPORATE PAYMENT	Postal Service	10.00
1300628702	20208102		Stamps	-0.75
1905650185	20219700	AT&T	Telephone Service	106.15
1905650184	20219700	NEXTEL OF CALIFORNIA INC	Telephone Service	40.92
1905655719	20219700	AT&T	Telephone Service	19.06
1905655730	20219700	COMCAST	Telephone Service	558.25
				724.38
1905645602	20226200	JJR ENTERPRISES INC	Office Equip Maintenance Supply	297.27
1905640585	20231400	ARAMARK UNIFORM SERVICE	Clothing/Personal Supply	427.83
1905645603	20231400	ARAMARK UNIFORM AND CAREE	Clothing/Personal Supply	267.18
1905669716	20231400	ARAMARK UNIFORM AND CAREE	Clothing/ Personal Supply	331.82
1905658743	20231400	ARAMARK UNIFORM SERVICE	Clothing/ Personal Supplies	209.04
				1,235.87
1905652461	20250500	LARRY BAIN	Accounting Service	4,725.00
1905652464	20256200	DESIREE BROWN	Transcribing Service	73.00
1905658725	20259101	ROBERT E PORTER	Computer Contractors	500.00
1905658781	20281202	US BANK CORPORATE PAYMENT	Software	502.02
1905640547	20285100	AMERICAN SOCIETY OF COMPO	Recreation Service	341.00
1905640550	20285100	NEFF RENTAL LLC	Recreation Service	532.38
1905640550	20285100	NEFF RENTAL LLC	Accure Tax	6.98
1905652468	20285100	STEVEN MIRANDA	Recreational Service	751.64
1905655743	20285100	MICHAEL SKILLMAN	Recreational Service	800.00
1905655744	20285100	DANIEL WINE	Recreational Service	800.00
1905669714	20285100	BRADLEY TATUM	Recreational Service	900.00
				4,132.00
1905655713	20285200	WAL-MART STORES INC	Recreational Supplies	65.90
1905658781	20285200	US BANK CORPORATE PAYMENT	Recreational Supplies	1,329.51
1905658781	20285200	US BANK CORPORATE PAYMENT	Accured Tax	12.63

GENERAL FUND EXPENDITURES
FOR THE MONTH ENDING
MARCH 31, 2017

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1300628702	20285200	US BANK CORPORATE PAYMENT	Recreational Supplies	-170.00
				1,238.04
1905658721	20289900	ABSOLUTE SECURED SHREDDIN	Other Operating Expense Services	65.00
1905640553	30322000	C I T TECHNOLOGY FIN SERV	Bond/Loan Redemption	367.00
1905658723	30322000	C I T TECHNOLOGY FIN SERV	Bond/Loan Redemption	367.00
				734.00
1905640554	42420200	MTW GROUP LANDSCAPE ARCHI	Structures	400.00
1905645608	42420200	COMMERCIAL ROOF CARE INC	Structures	750.00
1905645606	42420200	COMMERCIAL ROOF CARE INC	Structures	150.00
1905643792	42420200	JON PETERSON	Structures	61,044.15
1905652465	42420200	MFDB ARCHITECTS, INC	Structures	1,610.00
1905658729	42420200	MTW GROUP LANDSCAPE ARCHI	Structures	180.00
				64,134.15
1905640551	50557100	DEBRA A DAVIS	Fingerprinting	15.00

ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2016/2017
MARCH 2017

Account Number	Expenditure Account	Budgeted 2016/2017	Current Expenditures	Expenditures to Date	Funds Available	% Left
1000	SALARIES & EMPLOYEE BENEFITS					
10111000	Salaries & Wages, Regular	755,000.00	50,014.00	454,560.31	300,439.69	40%
10112100	Salaries & Wages, Extra Help	358,000.00	15,691.21	233,369.10	124,630.90	35%
10112400	Salaries, Board members	12,000.00	700.00	4,600.00	7,400.00	62%
10121000	Retirement	185,000.00	12,368.20	112,881.89	72,118.11	39%
10122000	Social Security	80,000.00	4,951.19	51,619.32	28,380.68	35%
10123000	Group Insurance	205,000.00	11,896.97	135,053.25	69,946.75	34%
10124000	Worker's Comp. Ins	45,000.00		35,276.00	9,724.00	22%
10125000	Unemployment Insurance	25,000.00	1,353.01	13,151.65	11,848.35	47%
10128000	Health Care/Retirees	3,000.00		-	3,000.00	100%
	<i>SUB-TOTAL</i>	1,668,000.00	96,974.58	1,040,511.52	627,488.48	38%
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	1,500.00	438.84	1,563.26	(63.26)	-4%
20202100	Books/Periodicals/Subscrip	750.00	239.29	239.29	510.71	68%
20202900	Business/Conference Expense	5,000.00	715.00	2,918.00	2,082.00	42%
20203500	Education/Training Serv.	5,500.00	430.00	3,724.97	1,775.03	32%
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	258.44	755.48	1,244.52	62%
20203802	Recognition Items	500.00		-	500.00	100%
20203803	Recognition Events	500.00		-	500.00	100%
20203900	Employee Transportation	3,000.00	203.27	727.87	2,272.13	76%
20205100	Liability Insurance	38,000.00		38,657.00	(657.00)	-2%
20205500	Rental Insurance	4,000.00	335.62	4,023.72	(23.72)	-1%
20206100	Membership Dues	8,000.00	600.00	3,763.00	4,237.00	53%
20207600	Office Supplies	9,500.00	551.43	4,716.84	4,783.16	50%
20207602	Signs	500.00		141.05	358.95	72%
20207603	Keys	350.00		-	350.00	100%
20208100	Postal Services	6,500.00	10.00	4,187.79	2,312.21	36%
20208102	Stamps	3,000.00	(0.75)	375.25	2,624.75	87%
20208500	Printing Services	24,000.00		11,424.40	12,575.60	52%
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		(700.06)	1,700.06	170%
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 2016/2017	Current Expenditures	Expenditures to Date	Funds Available	% Left
20218200	Irrigation Supplies	500.00		-	500.00	100%
20218500	Permit Charges	3,000.00		-	3,000.00	100%
20219100	Electricity	500.00		-	500.00	100%
20219200	Natural Gas / LPG/ Fuel Oil	500.00		-	500.00	100%
20219300	Refuse Collection / Disposal Service	500.00		-	500.00	100%
20219500	Sewage Disposal Service	500.00		-	500.00	100%
20219700	Telephone Service	15,500.00	724.38	6,123.00	9,377.00	60%
20219800	Water	1,000.00		-	1,000.00	100%
20219900	Telephone System Maint.	500.00		-	500.00	100%
20220500	Automotive Maint. Service	500.00		-	500.00	100%
20220600	Automotive Maint. Supplies	500.00		-	500.00	100%
20221200	Construction Equip Maint Sup	500.00		-	500.00	100%
20222600	Expendable Tools	500.00		-	500.00	100%
20223600	Fuel & Lubricants	500.00		-	500.00	100%
20226100	Office Equip Maint Service	1,000.00	297.27	671.77	328.23	33%
20226200	Office Equip Maint Supplies	2,500.00		1,550.61	949.39	38%
20227500	Rents/Leases Equipment	500.00		-	500.00	100%
20228100	Shop Equip Maint Service	500.00		-	500.00	100%
20228200	Shop Equip Maint Supplies	500.00		-	500.00	100%
20229100	Other Equip Maint Service	500.00		-	500.00	100%
20229200	Other Equip Maint Supplies	500.00		-	500.00	100%
20231400	Clothing/Personal Supplies	6,000.00	1,235.87	3,837.51	2,162.49	36%
20232100	Custodial Services	2,000.00		-	2,000.00	100%
20232200	Custodial Supplies	1,000.00		362.21	637.79	64%
20250500	Accounting Services	8,000.00	4,725.00	4,725.00	3,275.00	41%
20250700	Assessment/Collection Service	18,000.00		8,492.64	9,507.36	53%
20252500	Engineering Services	6,000.00		-	6,000.00	100%
20253100	Legal Services	15,000.00		19,002.50	(4,002.50)	-27%
20256200	Transcribing Services	1,000.00	73.00	644.00	356.00	36%
20257100	Security Services	5,000.00		-	5,000.00	100%
20259100	Other Professional Services	5,000.00		7,319.49	(2,319.49)	-46%
20259101	Computer Consultants	6,000.00	500.00	2,500.00	3,500.00	58%
20281201	PC Hardware	10,000.00		804.60	9,195.40	92%
20281202	PC Software	10,000.00	502.02	954.20	9,045.80	90%
20281203	PC Supplies	1,000.00		117.69	882.31	88%
20281900	Elections	18,000.00		19,536.96	(1,536.96)	-9%
20285100	Recreational Services	180,000.00	4,132.00	91,182.10	88,817.90	49%
20285200	Recreational Supplies	40,000.00	1,238.04	10,454.66	29,545.34	74%
20289800	Other Operating Exp - Supplies	2,000.00		212.50	1,787.50	89%
20289900	Other Operating Exp - Services	2,000.00	65.00	203.23	1,796.77	90%
20291100	System Development Services	3,000.00		2,758.35	241.65	8%
20296200	GS Parking Charges	200.00		-	200.00	100%
	SUB-TOTAL	494,100.00	17,273.72	257,970.88	236,129.12	48%
3000	OTHER CHARGES					
30321000	Interest Expense	23,000.00		24,624.63	(1,624.63)	-7%
30322000	Bond/Loan Redemption	62,000.00	734.00	55,491.94	6,508.06	10%
30345000	Taxes/Licenses/Assess Trans	2,500.00		99.70	2,400.30	96%
	SUB-TOTAL	87,500.00	734.00	80,216.27	7,283.73	8%

Account Number	Expenditure Account	Budgeted 2016/2017	Current Expenditures	Expenditures to Date	Funds Available	% Left
4000	FIXED ASSETS					
41410100	Land	0.00	-	-	0.00	
42420200	Struc. & Improvements	560,000.00	64,134.15	148,682.47	411,317.53	73%
43430303	Vehicles/Equipment	0.00		-	0.00	0%
	SUB-TOTAL	560,000.00	64,134.15	148,682.47	411,317.53	73%
5000	INTERFUND CHARGES					
50557100	Fingerprinting Service	4,000.00	15.00	848.00	3,152.00	79%
	SUB-TOTAL	4,000.00	15.00	848.00	3,152.00	79%
79790100	<i>Contingency Appropriations</i>	0.00		-	0.00	0%
	<i>Deposit into Reserves</i>	0.00		-	0.00	0%
	GRAND TOTAL	2,813,600.00	179,131.45	1,528,229.14	1,285,370.86	46%

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
REVENUE STATEMENT
FISCAL YEAR 2016/2017
MARCH 2017**

Account Number	Revenue Account	2016/2017 Budgeted Revenue	Realized This Period	Collection YTD Balance	YTD Uncollected Balance	% Collected
91910100	Prop. Taxes - Current Secured	1,135,000		631,189.53	503,810.47	55.61%
91910200	Prop. Taxes - Current Unsecured	36,000		44,040.32	-8,040.32	122.33%
91910300	Supplemental Taxes Current	5,000		7,113.77	-2,113.77	142.28%
91910400	Prop. Taxes Sec. Delinquent	10,000		8,347.12	1,652.88	83.47%
91910500	Prop. Taxes Supp. Delinq.	500		1,331.51	-831.51	266.30%
91910600	Unitary Current Secured	12,000		7,520.62	4,479.38	62.67%
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		528.30	471.70	52.83%
91914000	Penalty Costs - Prop. Tax	200		74.00	126.00	37.00%
91919900	Taxes - Other	-		0.00	0.00	
	SUB-TOTAL TAXES 9100	1,199,700	0.00	700,145.17	499,554.83	58.36%
94941000	Interest Income	4,000		2,350.00	1,650.00	58.75%
94942900	Building Rental Other	90,000	7,083.28	63,666.22	26,333.78	70.74%
94943900	Cell Tower Leases	19,600	643.78	24,989.26	-5,389.26	127.50%
94944800	Rec.Concessions Final 9	17,000	1,000.00	9,703.35	7,296.65	57.08%
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		6,896.97	8,103.03	45.98%
95952900	In-Lieu Taxes	560,000		75,000.00	485,000.00	13.39%
95956900	State Aid - Other Misc. Programs	-		0.00	0.00	
96963313	Miscellaneous Fees	1,000		1,154.20	-154.20	115.42%
96964600	Recreation Service Charges	470,000	33,542.99	272,646.89	197,353.11	58.01%
96969700	Security Services	2,500	650.48	3,134.22	-634.22	125.37%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	-		854.00	-854.00	
97973200	Recreation Contributions	-		0.00	0.00	
97973300	Orangevale Clubs	-		0.00	0.00	
97974000	Insurance Proceeds	2,500	136.56	7,917.37	-5,417.37	316.69%
97979000	Revenue - Other	500	313.40	1,410.04	-910.04	282.01%
	SUB-TOTAL OTHER MISC. INCOME	1,184,100	43,370.49	469,722.52	714,377.48	39.67%
	TOTAL BUDGET AMOUNT	2,383,800	43,370.49	1,169,867.69	1,213,932.31	49.08%

ORANGEVALE RECREATION AND PARK DISTRICT - OLLAD ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2016/2017
FEBRUARY 2017

Account Number	Expenditure Account	Budgeted 2016/2017	Current Expenditures	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20207603	Keys	2,000.00		13.50	1,986.50	99%
20210300	Agricultural/Horticultural Service	12,000.00	487.50	6,062.50	5,937.50	49%
20210400	Agricultural/Horticultural Supply	15,000.00		4,073.24	10,926.76	73%
20211200	Building Maint. Supplies	8,000.00	262.01	1,716.15	6,283.85	79%
20212200	Chemicals	30,000.00		11,920.49	18,079.51	60%
20213100	Electrical Maint. Service	6,000.00		-	6,000.00	100%
20213200	Electrical Maint. Supplies	2,000.00	50.90	936.72	1,063.28	53%
20214100	Land Improv. Maint. Service	22,000.00		8,200.00	13,800.00	63%
20214200	Land Improv. Maint. Supplies	48,000.00	16.50	4,375.35	43,624.65	91%
20215100	Mechanical System Maint. Ser	10,000.00	187.50	4,805.38	5,194.62	52%
20215200	Mechanical System Maint. Sup	2,000.00		1,857.45	142.55	7%
20216200	Painting Supplies	1,500.00	545.37	945.43	554.57	37%
20216700	Plumbing Maint. Service	1,000.00		378.00	622.00	62%
20216800	Plumbing Maint. Supplies	4,000.00		736.25	3,263.75	82%
20218100	Irrigation Service	2,000.00		208.00	1,792.00	90%
20218200	Irrigation Supplies	12,000.00		10,896.23	1,103.77	9%
20218500	Permit Charges	2,000.00		1,522.50	477.50	24%
20219100	Electricity	83,000.00	5,384.05	47,048.58	35,951.42	43%
20219200	Natural Gas / LPG/ Fuel Oil	18,000.00	3,614.02	13,856.39	4,143.61	23%
20219300	Refuse Collection / Disposal Service	24,000.00	1,589.00	11,478.82	12,521.18	52%
20219500	Sewage Disposal Service	12,000.00	1,189.57	8,205.78	3,794.22	32%
20219800	Water	51,000.00	1,497.08	34,232.51	16,767.49	33%
20219900	Telephone System Maintenance	3,000.00		864.18	2,135.82	71%
20220500	Auto Maintenance Service	7,000.00		1,560.72	5,439.28	78%
20220600	Auto Maintenance Supplies	3,000.00	65.60	3,290.45	(290.45)	-10%
20221200	Construction Equip. Maint. Supp.	500.00		79.90	420.10	84%
20222600	Expendable Tools	4,000.00	18.35	1,702.79	2,297.21	57%
20223600	Fuel & Lubricants	21,000.00	615.45	5,955.98	15,044.02	72%
20227500	Rent/Lease Equipment	3,000.00		-	3,000.00	100%
20228100	Shop Equip. Maint. Service	2,000.00		130.20	1,869.80	93%
20228200	Shop Equip. Maint. Supplies	5,000.00	113.38	5,554.44	(554.44)	-11%
20229100	Other Equip. Maint. Service	2,500.00		-	2,500.00	100%
20229200	Other Equip. Maint. Supplies	2,000.00		1,830.03	169.97	8%
20232200	Custodial Supplies	20,000.00	1,665.51	7,962.48	12,037.52	60%
20250500	Accounting Services	3,000.00		-	3,000.00	100%
20252500	Engineering Services	20,000.00		3,095.73	16,904.27	85%
20253100	Legal Services	20,000.00	2,958.00	6,072.00	13,928.00	70%
20257100	Security Services	21,000.00	471.98	5,758.44	15,241.56	73%
20259100	Other Professional Services	31,000.00		7,355.99	23,644.01	76%
20289800	Other Operating Expense Sup.	3,500.00	32.38	145.31	3,354.69	96%
	SUB-TOTAL	539,000.00	20,764.15	224,827.91	314,172.09	58%
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		1,042.38	157.62	13%
	SUB-TOTAL	1,200.00	-	1,042.38	157.62	13%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	70,000.00		1,125.00	68,875.00	98%
43430300	Equipment	68,000.00		10,126.63	57,873.37	85%
	SUB-TOTAL	138,000.00	-	11,251.63	126,748.37	92%
	GRAND TOTAL	678,200.00	20,764.15	237,121.92	441,078.08	65%

OLLAD EXPENDITURES
FOR THE MONTH ENDING
MARCH 31, 2017

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1905640564	20210300	INALLIANCE	Agriculture/Hort Service	487.50
1905645574	20211200	LOWES BUSINESS ACCOUNT	Building Maintinance Supply/ Material	593.16
1905658781	20211200	US BANK CORPORATE PAYMENT	Building Maintinance Supply/ Material	61.12
1905655765	20211200	AMERICAN RIVER ACE HARDWA	Building Maintinance Supply/ Material	84.99
1905669712	20211200	LOWES BUSINESS ACCOUNT	Building Maintinance Supply/ Material	402.12
				1,141.39
1905656524	20214100	ONE STOP CALL SHOP	Land Improvement Maintinance Service	2,200.00
1905645574	20214200	LOWES BUSINESS ACCOUNT	Land Improvement Maintinance Supply	120.69
1905655765	20214200	AMERICAN RIVER ACE HARDWA	Land Improvement Maintinance Supply	36.61
1905655751	20214200	JET MULCH INC	Land Improvement Maintinance Supply	3,996.00
				4,153.30
1905640559	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supply	18.77
1905640560	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supply	5.89
1905655769	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supply	109.54
				134.20
1905652471	20218500	COUNTY OF SACRAMENTO	Permit Charges	146.00
1905645578	20219100	SMUD	Electricity	5,680.77
1905650168	20219200	PACIFIC GAS AND ELECTRIC	Natural Gas/ Liquid Petroleum Gas/ Fuel	1,751.83
1905650176	20219300	ALLIED WASTE SERVICES OF	Refuse Collection Dispursment Service	1,588.01
1905645586	20219500	UNITED SITE SERVICES	Sewage Disposal Service	188.63
1905645584	20219500	UNITED SITE SERVICES	Sewage Disposal Service	188.63
1905661330	20219500	COUNTY OF SACRAMENTO	Sewage Disposal Service	495.84
1905669715	20219500	COUNTY OF SACRAMENTO	Sewage Disposal Service	812.31
				1,685.41
1905655724	20219800	ORANGEVALE WATER CO	Water	1,114.90
1905640572	20220500	SCOTTY'S AUTOMOTIVE	Auto Maint Service	52.00
1905640573	20220500	SCOTTY'S AUTOMOTIVE	Auto Maint Service	270.18
1905640575	20220500	SCOTTY'S AUTOMOTIVE	Auto Maint Service	52.00
1905640577	20220500	SCOTTY'S AUTOMOTIVE	Auto Maint Service	52.00
1905640578	20220500	SCOTTY'S AUTOMOTIVE	Auto Maint Service	52.00
1905640580	20220500	SCOTTY'S AUTOMOTIVE	Auto Maint Service	52.00
1905640583	20220500	SCOTTY'S AUTOMOTIVE	Auto Maint Service	52.00
				582.18
1905650181	20223600	FLEETCOR TECHNOLOGIES	Fuel/ Lubricant	343.66
1905640550	20227500	NEFF RENTAL LLC	Rent/Lease Equipment	532.38
1905640556	20228200	CARQUEST	Shop Equipment Maintanance Supply	80.09
1905652481	20228200	CARQUEST	Shop Equipment Maintanance Supply	171.68
				251.77
1905640566	20232200	NELSONS BUILDING MAINTENA	Custodial Supplies	321.96
1905640585	20232200	ARAMARK UNIFORM SERVICE	Custodial Supplies	209.04
1905647170	20232200	SAM'S CLUB DIRECT CML	Custodial Supplies	186.48
1905658781	20232200	US BANK CORPORATE PAYMENT	Custodial Supplies	323.37
1905658781	20232200	US BANK CORPORATE PAYMENT	Accured Tax	22.05
1905655756	20232200	VERITIV OPERATING COMPANY	Custodial Supplies	76.16

OLLAD EXPENDITURES
FOR THE MONTH ENDING
MARCH 31, 2017

1905655765	20232200	AMERICAN RIVER ACE HARDWA	Custodial Supplies	19.91
1905658743	20232200	ARAMARK UNIFORM SERVICE	Custodial Supplies	427.83
1905658752	20232200	STATE INDUSTRIAL PRODUCTS	Custodial Supplies	756.06
1905658752	20232200	STATE INDUSTRIAL PRODUCTS	Accured Tax	3.64
				2,346.50
1905652461	20250500	LARRY BAIN	Accounting Service	2,600.00
1905642930	20252500	SHILTS CONSULTANTS INC	Engineering Service	4,700.00
1905640563	20253100	DAVID MCMURCHIE	Legal Service	2,532.50
1905640569	20257100	SIMPLEX GRINNELL LP	Security Service	894.42
1905647189	20257100	FULTON-EL CAMINO REC & PA	Security Service	200.00
				1,094.42
1905640557	20259100	NEIGHBORLY PEST MANAGEMEN	Other Professional Services	169.00
1905652477	20259100	NEIGHBORLY PEST MANAGEMEN	Other Professional Services	169.00
1905655760	20259100	NEIGHBORLY PEST MANAGEMEN	Other Professional Services	169.00
				507.00
1905658781	20289800	US BANK CORPORATE PAYMENT	Other Operating Expense Supply	445.70

ORANGEVALE RECREATION AND PARK DISTRICT - OLLAD ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2016/2017
MARCH 2017

Account Number	Expenditure Account	Budgeted 2016/2017	Current Expenditures	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20207603	Keys	2,000.00		13.50	1,986.50	99%
20210300	Agricultural/Horticultural Service	12,000.00	487.50	6,550.00	5,450.00	45%
20210400	Agricultural/Horticultural Supply	15,000.00		4,073.24	10,926.76	73%
20211200	Building Maint. Supplies	8,000.00	1,141.39	2,857.54	5,142.46	64%
20212200	Chemicals	30,000.00		11,920.49	18,079.51	60%
20213100	Electrical Maint. Service	6,000.00		-	6,000.00	100%
20213200	Electrical Maint. Supplies	2,000.00		936.72	1,063.28	53%
20214100	Land Improv. Maint. Service	22,000.00	2,200.00	10,400.00	11,600.00	53%
20214200	Land Improv. Maint. Supplies	48,000.00	4,153.30	8,528.65	39,471.35	82%
20215100	Mechanical System Maint. Ser	10,000.00		4,805.38	5,194.62	52%
20215200	Mechanical System Maint. Sup	2,000.00		1,857.45	142.55	7%
20216200	Painting Supplies	1,500.00		945.43	554.57	37%
20216700	Plumbing Maint. Service	1,000.00		378.00	622.00	62%
20216800	Plumbing Maint. Supplies	4,000.00		736.25	3,263.75	82%
20218100	Irrigation Service	2,000.00		208.00	1,792.00	90%
20218200	Irrigation Supplies	12,000.00	134.20	11,030.43	969.57	8%
20218500	Permit Charges	2,000.00	146.00	1,668.50	331.50	17%
20219100	Electricity	83,000.00	5,680.77	52,729.35	30,270.65	36%
20219200	Natural Gas / LPG/ Fuel Oil	18,000.00	1,751.83	15,608.22	2,391.78	13%
20219300	Refuse Collection / Disposal Service	24,000.00	1,588.01	13,066.83	10,933.17	46%
20219500	Sewage Disposal Service	12,000.00	1,685.41	9,891.19	2,108.81	18%
20219800	Water	51,000.00	1,114.90	35,347.41	15,652.59	31%
20219900	Telephone System Maintenance	3,000.00		864.18	2,135.82	71%
20220500	Auto Maintenance Service	7,000.00	582.18	2,142.90	4,857.10	69%
20220600	Auto Maintenance Supplies	3,000.00		3,290.45	(290.45)	-10%
20221200	Construction Equip. Maint. Supp.	500.00		79.90	420.10	84%
20222600	Expendable Tools	4,000.00		1,702.79	2,297.21	57%
20223600	Fuel & Lubricants	21,000.00	343.66	6,299.64	14,700.36	70%
20227500	Rent/Lease Equipment	3,000.00	532.38	532.38	2,467.62	82%
20228100	Shop Equip. Maint. Service	2,000.00		130.20	1,869.80	93%
20228200	Shop Equip. Maint. Supplies	5,000.00	251.77	5,806.21	(806.21)	-16%
20229100	Other Equip. Maint. Service	2,500.00		-	2,500.00	100%
20229200	Other Equip. Maint. Supplies	2,000.00		1,830.03	169.97	8%
20232200	Custodial Supplies	20,000.00	2,346.50	10,308.98	9,691.02	48%
20250500	Accounting Services	3,000.00	2,600.00	2,600.00	400.00	13%
20252500	Engineering Services	20,000.00	4,700.00	7,795.73	12,204.27	61%
20253100	Legal Services	20,000.00	2,532.50	8,604.50	11,395.50	57%
20257100	Security Services	21,000.00	1,094.42	6,852.86	14,147.14	67%
20259100	Other Professional Services	31,000.00	507.00	7,862.99	23,137.01	75%
20289800	Other Operating Expense Sup.	3,500.00	445.70	591.01	2,908.99	83%
	SUB-TOTAL	539,000.00	36,019.42	260,847.33	278,152.67	52%

Account Number	Expenditure Account	Budgeted 2016/2017	Current Expenditures	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		1,042.38	157.62	13%
	SUB-TOTAL	1,200.00	-	1,042.38	157.62	13%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	70,000.00		1,125.00	68,875.00	98%
43430300	Equipment	68,000.00		10,126.63	57,873.37	85%
	SUB-TOTAL	138,000.00	-	11,251.63	126,748.37	0%
	GRAND TOTAL	678,200.00	36,019.42	273,141.34	405,058.66	60%

ORANGEVALE RECREATION AND PARK DISTRICT - KENENTH GROVE ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2016/2017
FEBRUARY 2017

Account Number	Expenditure Account	Budgeted 2016/2017	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	29.19	233.52	566.48	71%
20223600	Fuel & Lubricants	600.00	25.64	244.78	355.22	59%
20250500	Accounting Services	500.00		-	500.00	100%
20252500	Engineering Services	1,000.00		-	1,000.00	100%
20253100	Legal Services	100.00		-	100.00	100%
20256200	Transcribing Services	150.00		-	150.00	100%
20259100	Other Professional 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	54.83	478.30	4,951.70	91%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	0.00		-	0.00	0%
	SUB-TOTAL	0.00	-	-	0.00	0%
	GRAND TOTAL	5,430.00	54.83	478.30	4,951.70	91%

ORANGEVALE RECREATION AND PARK DISTRICT - KENENTH GROVE ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2016/2017
MARCH 2017

Account Number	Expenditure Account	Budgeted 2015/2016	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	29.19	262.71	537.29	67%
20223600	Fuel & Lubricants	600.00	14.32	259.10	340.90	57%
20250500	Accounting Services	500.00	500.00	500.00	0.00	0%
20252500	Engineering Services	1,000.00		-	1,000.00	100%
20253100	Legal Services	100.00		-	100.00	100%
20256200	Transcribing Services	150.00		-	150.00	100%
20259100	Other Professional 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	543.51	1,021.81	4,408.19	81%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	0.00		-	0.00	0%
	SUB-TOTAL	0.00	-	-	0.00	0%
	GRAND TOTAL	5,430.00	543.51	1,021.81	4,408.19	81%

STAFF REPORT



DATE: 4-13-17

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: MONTHLY ACTIVITY REPORT – MARCH 2017

ADMINISTRATION

Administrator Foell, Supervisors Bain and Woodford, and Coordinator McAdam attended the CPRS Conference in Sacramento March 1-3.

Administrator Foell and Superintendent Russell attended the pre-bid meeting for the Almond Park Shade Structure Project and the Oak & Filbert Pathway Project.

Bids received for the Almond Shade Structure Project and the Oak & Filbert Pathway Project.

Administrator Foell met with representatives from the Regency Baptist Church.

Director Stickney, Director Meraz, Administrator Foell, Superintendent Russell, and PM II Edwards met with Bruce and Jenny Knisley to discuss possible improvements at the Disc Golf Course.

Director Montes, Director Meraz, Administrator Foell, Finance/HR Manager Von Aesch, Supervisor Woodford, and Admin. Clerk Butcher attended the Best of Orangevale event at the Orangevale Grange.

RECREATION

Supervisor Bain attended the VFCAL meeting on March 15th.

March Activities	Enrollment	Attendance	Gross Revenue
Classes			
Artist Studio	26		\$ 747.00
Aikido Teen/Adult	2		\$ 278.00
Aikido Youth	4		\$ 289.00
Babysitting CPR	3		\$ 108.00
Ballet - Baby	2		\$ 83.00
Ballet - Pre Ballet	16		\$ 658.00
Basic Horsemanship Youth	4		\$ 480.00
Basic Life Support CPR & AED	2		\$ 123.00
Basketball - Players Holiday	5		\$ 243.00
Basketball - Top Notch League	55		\$ 6,875.00
Beginning Golf	9		\$ 699.00
Child & Babysitting Safety	2		\$ 113.00
Financial Planning Basics for Women		7	
Futsal	7		\$ 263.00
Jazzercise		303	
Jujitsu Self Defense	5		\$ 259.00
Just for Kicks Soccer - Grades 2-6	12		\$ 798.00
Just for Kicks Soccer - K Soccer	9		\$ 588.00
Just for Kicks Soccer - K-1 Soccer	12		\$ 792.00
Just for Kicks Soccer - Pre K	12		\$ 792.00
Karate - Preschool	2		\$ 195.00
Karate - SA Shotokan	4		\$ 603.00

Mosaic Design	3		\$ 228.00
Pediatric CPR & First Aid	2		\$ 150.00
Pottery - Adult	4		\$ 37.00
Pottery - Family	1		\$ 74.00
Tai Chi Chuan	4		\$ 166.00
Tennis - Up Next	7		\$ 245.00
Tennis - OVparks Beginner	12		\$ 1,153.71
Tennis - OVparks Intermediate	8		\$ 446.00
TwirlSport Baton	3		\$ 123.00
TwirlSport Cheer	3		\$ 123.00
Ukulele	37		\$ 37.00
Classes Sub Total	277	310	\$ 17,768.71
Events			
Magic Show	65		\$ 325.00
Events Sub Total	65	0	\$ 325.00
Preschool			
Kinder Kidz	20		\$ 5,350.00
Orange Blossoms	14		\$ 3,175.00
Preschool Sub Total	34	0	\$ 8,525.00
SENIORS			
Bridge	59		\$ 59.00
Mid-Day Movies		6	
Senior Lunches		131	
Seniors Sub Total	59	137	\$ 59.00
Trips			
Spain's Costa Del Sol	1		\$ 450.90
Trips Sub Total	1	0	\$ 450.90
GRAND TOTAL	436	447	\$ 27,128.61

March Gross Revenue Recap – March OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$40,651, \$2,849 under the projected amount. March recreation revenue came in at \$33,448, \$2,552 under the projected amount and facility revenue in came in at \$, \$7,203, \$297 under the projected amount. *Please note the revenue referenced here includes prepayments for future programs while the revenue figures listed in the chart on the previous page represent revenue attributed to programs occurring in March.*

UPCOMING EVENTS

- Spring Rummage Sale April 22
- Creek Week Clean up April 29
- Spring Craft Fair May 6

SECURITY

FEBRUARY 2017

Summary:

Parking Citations: 6
Notice to Appear: 0
Felony Charges¹: 0
Misdemeanor Charges²: 0
14601 Notification: 0

¹ This is the sum of all Felony charges, not individual incidents.

² This is the sum of all Misdemeanor charges, not individual incidents.

MARCH 2017

Summary:

Parking Citations: 4
Notice to Appear: 1
Felony Charges¹: 0
Misdemeanor Charges²: 1
14601 Notification: 0

¹ This is the sum of all Felony charges, not individual incidents.

² This is the sum of all Misdemeanor charges, not individual incidents.

PARKS

Superintendent Russell and PM III Wade attended the Playground Safety Inspector Certification Class.

General: Routine maintenance at all sites. On-going storm clean up. Initial mowing completed for all use areas. Significant tree and limb work completed.

Community Center: Repaired additional roof leaks. Moved offices back to Community Center from the Activity Building. Reconstructed three office cubicles.

Youth Center Park: General custodial. Restroom sinks replaced.

Kidz Korner: General custodial.

Pecan Park: Significant amount of graffiti removed from women's restroom on several occasions.

Coleman: Weeds eradicated on ballfield infields and new posts installed for bases.

Community Park: Repaired mainline break near Horse Arena. Tree fell near Disc Golf hole #5. Seven bollards replaced along Hazel by Disc Golf. Eight bollards replaced in Oak and Filbert parking lot. Interior of restrooms painted.

Pasteur: Athletic field closed due to saturated turf.

Sundance: Responded to a resident with tree concerns.

STAFF REPORT



DATE: 4-13-17

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVE THE QUALIFIED LOW BID FOR THE ALMOND PARK SHADE STRUCTURE PROJECT FROM NORTHERN PACIFIC BUILDERS IN THE AMOUNT OF \$55,259 AND APPROVE THE AGREEMENT WITH NORTHERN PACIFIC BUILDERS TO CONSTRUCT THE ALMOND PARK SHADE STRUCTURE PROJECT

RECOMMENDATION

Approve the qualified low bid for the Almond Park Shade Structure Project from Northern Pacific Builders in the amount of \$55,259 and approve the Agreement with Northern Pacific Builders to construct the Almond Park Shade Structure Project.

BACKGROUND

The Almond Park Master Plan was approved at the November 2016 Board Meeting. The Master Plan recommended the addition of one large and two small shade structures. The Board approved the planning and construction of the large shade structure at Almond Park as part of the 2016/17 Fiscal Budget in the amount of \$60,000. The Board approved the project at the January 2017 Board Meeting. Bids were solicited and the following two bids were received on March 21, 2017.

Northern Pacific Builders	\$55,259
NR Development, Inc.	\$56,409

Staff recommends approving the qualified low bid from Northern Pacific Builders for the Almond Park Shade Structure Project in the amount of \$55,259.

RECOMMENDED MOTION

I move we approve the qualified low bid for the Almond Park Shade Structure Project from Northern Pacific Builders in the amount of \$55,259 and approve the Agreement with Northern Pacific Builders to construct the Almond Park Shade Structure.

AGREEMENT

This Agreement is made and entered into this 13th day of April, 2017, between Owner, ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as the "District" and NORTHERN PACIFIC BUILDERS, INC., hereinafter referred to as "Contractor". Contractor will construct, on behalf of the District, a project consisting of the Almond Park Shade Structure Project (the "Project"). The Project is located 5901 Almond Avenue, Orangevale, California.

RECITALS

WHEREAS, the Board of Directors of District have adopted the Uniform Public Construction Cost Accounting Act, Public Contract Code Section 22000, et seq., (the "Act") which allows the District to seek informal bids for projects up to One Hundred Seventy-Five Thousand Dollars (\$175,000.00); and

WHEREAS, the District issued a Notice to Contractors Inviting Informal Bids for the project and solicited informal bids as required by the Act.

WHEREAS, Contractor, in response to such a notice, has submitted to the Board of Directors of the District a sealed bid for the performance of the work specified in said plans and specifications within the time stated in said notice and in the manner provided for in the bidding instructions; and

WHEREAS, Contractor was the lowest responsible bidder for the performance of said work, and the Board of Directors of the District, as a result of the canvas of all bids, has determined and declared Contractor to be the lowest responsible bidder for said work and have awarded to Contractor a contract therefore.

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

CONTRACT DOCUMENTS

1. The following documents are by this reference incorporated into, made a part of this Agreement, and collectively referred to herein as the "Contract Documents": The project drawings, specifications for the project; the Notice to Contractors Inviting Informal Bids, if any; the Instructions to Bidders, if any; the bid and proposal of Contractor, all other required bidding documents, all required bonds, and all supplemental agreements covering alterations, amendments or extensions to this Agreement and the documents which describe the work to be performed.

It is understood and agreed that all said Contract Documents are intended to cooperate so that any work called for in one document and not mentioned in the other, or vice-

versa, is to be executed the same as if mentioned in all Contract Documents, so that the true meaning of all documents when taken together shall control the work pursuant to this Agreement. In the event of ambiguity or conflict in the provisions of the Contract Documents, the terms of this Agreement shall take precedence over all other Contract Documents.

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

SCOPE OF WORK

2. Contractor hereby agrees to furnish all labor, materials, equipment, appliances, mechanical workmanship, transportation, communication, scaffolding, hoisting, supervision, coordination, building permits, other required permits, sales taxes, shop drawings and samples to complete in a workman-like manner, the following work: Installation of a new shade structure as described in the Almond Park Shade Structure Project designs, plans and specifications located at 5901 Almond Avenue, Orangevale, California.

INVESTIGATION BY CONTRACTOR

3. Contractor has thoroughly investigated the job site, the Contract Documents, as well as the building codes, laws and regulations including those of any other public entities that are applicable to the work. The contract price includes all work, as shown in the Contract Documents, the plans and specifications, the contract drawings, and any other documents as specified, needed to provide a finished, complete and operating facility in compliance with all applicable building codes, laws and regulations.

COMPLETION

4. Contractor shall be required to begin work on **April 17, 2017** after receiving written notification to that effect by the District, and to complete work in accordance with the Contract Documents to the satisfaction of the District within **120 calendar days** from said written notice.

Should Contractor fail to complete the work described in this Agreement and the other Contract Documents incorporated herein within the time fixed for completion, Contractor shall be liable to the District in the sum of **One Thousand Dollars (\$1,000)** per calendar day each day said work remains incomplete beyond the time set for completion in the Contract Documents as and for agreed and liquidated damages. It is expressly agreed and stipulated by and between the parties hereto that said liquidated damages do not constitute a penalty since it would be impractical and extremely difficult to fix the actual amount of damages to the District as the result of any failure to complete said work within the period of time specified in the

PAYMENT

5. The District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of Contractor's bid and proposal and this Agreement, to wit: **Fifty-five Thousand Two Hundred Fifty-nine Dollars (\$55,259)**. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

Progress payments, less five percent (5%) shall be made to Contractor as follows:

- a. **After delivery of shade structure;**
- b. **At the conclusion of each one month period until final completion and acceptance of the work;**

The five percent (5%) not paid shall be withheld by District until final completion and acceptance of the work. However, in lieu of any withholding of money, and in accordance with the provisions of California Public Contract Code Section 22300, Contractor may substitute securities to insure performance under this Agreement.

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

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

If at any time during the progress of the work or before the final payment is made, any stop notice or other lien or claim of lien is filed, or notification to withhold money for labor or material furnished by Contractor under this Agreement is served on the District, the District shall have the right to withhold from any monies due Contractor, an amount sufficient to discharge any or all such liens or claims. Releases or receipted vouchers in settlement of these liens or claims satisfactory to the District must be furnished to the District by Contractor before the withheld money will be paid to Contractor. If Contractor has not settled the stop notice, liens or claims within a reasonable time, not to exceed thirty (30) days from and after such stop notice,

lien or claim is made, the District shall have the right to make a claim on Contractor's bond for payment of such stop notices, liens or claims. The District shall also have the right, but shall not be obliged, to discharge any or all such stop notices, liens or claims out of money withheld from Contractor. The District reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers that have asserted a stop notice or claim of mechanic's lien against the District. Any monies held in retention or otherwise by the District shall not be considered monies due and owing to Contractor until final payment is made pursuant to this Section 5, and all amounts have been deducted for any and all damages assessed pursuant to the provisions of this Agreement and/or monies expended by the District to complete the work as set forth in and contemplated by the Contract Documents.

PREVAILING WAGES

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

Pursuant to Labor Code Section 1775, Contractor shall forfeit, as penalty to the District, an amount of not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done pursuant to this Agreement by Contractor or any subcontractor working under Contractor. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, the previous record of the Contractor in meeting his or her prevailing wage obligations, or Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor had knowledge of his or her obligations under the Labor Code. In addition to said penalty, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Attention is directed to Section 1777.5 of the Labor Code of the State of California concerning the employment of apprentices, and Contractor is required to comply with the provisions of that section.

Contractor and all subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This Project is subject to monitoring and enforcement by the Department of Industrial Relations. The Contractor and all subcontractors shall furnish certified payroll records as required pursuant to Labor Code Section 1776 directly to the Labor Commissioner in accordance with Labor Code Section 1771.4 on at least a monthly basis (or more frequently if required by the District) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified or determined as the result of its own investigation, that Contractor or its subcontractors are in violation of any of the requirements set forth in Labor Code Section 1720 et seq. at no penalty or cost to the District.

Contractor is further required to post any and all job site notices as required by regulation pursuant to Labor Code Section 1771.4(a)(2).

EIGHT HOUR DAY LIMITATION

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

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

INSURANCE

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

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

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

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

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

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

By execution of this Agreement, Contractor certifies as follows:

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

As part of the execution of this Agreement, Contractor agrees to furnish to the District a certified copy of the insurance policies it has taken out for public liability, property damage and workers' compensation insurance set forth above for the period covered by this Agreement. Such insurance shall be placed with an insurance carrier acceptable to the District

under terms satisfactory to the District. Said certified policies of insurance shall be furnished to the District prior to commencing the work contemplated by this Agreement. Each such certified policy shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District shall have received written notification of such cancellation or reduction.

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

PERFORMANCE AND PAYMENT BONDS

9. Contractor shall, at the time of execution of this Agreement, file two (2) separate bonds with the District, each made payable to the District. These bonds shall be issued by a surety company admitted to do business in the State of California as an insurer and shall be maintained during the entire life of this Agreement at the expense of Contractor. One bond shall be in the amount of One Hundred Percent (100%) of the contract price set forth in this Agreement and shall guarantee the faithful performance of all aspects of this Agreement. The second bond shall be the payment bond required by Division Three, Part 6, Title 3, Chapter 5 of the Civil Code of the State of California, and shall be in the amount of One Hundred Percent (100%) of the contract price set forth in this Agreement to guarantee the payment of wages and materials, supplies or equipment used in the performance of this Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provisions of this Agreement shall not operate to release any surety from liability on any bond required hereunder, and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code. Prior to commencing work under this Agreement, Contractor shall provide a Certificate of Fact issued by the County of Sacramento, Department of Finance, County Clerk-Recorder or Certificate of Authority issued by the State of California, Department of Insurance for any and all sureties issuing the bonds required under this Agreement. By execution of this Agreement, Contractor further certifies and represents that any and all sureties issuing the bonds required under this Agreement are authorized to do business in the State of California and that the bonds fully comply with Civil Code Sections 9550 and 9554, and the Bond and Undertaking Law, Code of Civil Procedure Section 995.010, et seq.

INDEMNIFICATION

10. Contractor shall assume the defense of, and indemnify and save harmless, the District, its officers, employees and agents, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of this Agreement by Contractor, any subcontractor or Contractor's agents or employees; (2) any alleged negligent act or omission of Contractor, any subcontractor, Contractor's agents or employees, in connection with any acts performed or required to be performed pursuant to this Agreement; (3) any dangerous or defective condition arising or resulting from any of the actions or omissions of Contractor, Contractor's agents or

employees in carrying out the provisions of this Agreement. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by the District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees.

CHANGE ORDERS

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

WARRANTY

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

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

CORRECTION OF WORK AND BACK CHARGES

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

CLEANUP

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

CONCEALED CONDITIONS

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

CONTRACTOR AS INDEPENDENT CONTRACTOR

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

Neither Contractor nor any third persons employed by Contractor to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from the District should Contractor or any of its employees sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither Contractor nor any third persons

employed by Contractor shall be entitled to any other benefits payable to employees of the District. The District is not required to make any deductions from the compensation payable to Contractor under the provisions of Contractor's bid. Contractor hereby agrees to defend and hold the District harmless from any and all claims that may be made against the District based on any contention by any third party that an employer/employee relationship exists between the District and that third party by reason of this Agreement. Contractor further agrees to defend and hold the District harmless from any and all claims that may be made against the District by any third party based on any failure of the Contractor to fulfill its obligations contractual or otherwise, to any such third party.

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

DEFAULT BY CONTRACTOR

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

SAFETY

18. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work contemplated by this Agreement. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees; (2) the project itself and materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. Contractor will indemnify the District and hold it harmless against all claims, liability, loss and expense, including attorney's fees and costs caused by or contributed to unsafe conduct tolerated by Contractor or any of its subcontractors.

PERMITS AND INSPECTIONS

19. Contractor agrees and understands that it is the responsibility of Contractor to obtain and pay for all necessary permits required for the performance of the work described in this Agreement as well as calling for and obtaining all required inspections during the course of the work on the project which is the subject matter of this Agreement. Contractor is not relieved of its obligations pursuant to this paragraph by virtue of the District's assistance in procuring the necessary permits.

MISCELLANEOUS PROVISIONS

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

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

For these purposes, "prevailing party" shall mean the party who is most successful in the proceedings as determined by the trial judge or arbitrator, as the case may be. To be the "most successful party" would require that the party claiming money damages recovers a judgment or award of not less than seventy percent (70%) of the amount of its claim (not including interest, costs or attorney's fees). If that party does not recover at least that amount, the opposing party will be the "prevailing party" and would therefore be entitled to recover its reasonable attorney's fees and costs incurred in the proceedings.

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

23. This Agreement shall be governed and construed according to the laws of the

State of California.

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

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

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

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

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

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

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

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

By _____
Chairperson

By _____
Secretary

NORTHERN PACIFIC BUILDERS, INC.
150 Lincoln Blvd. Ste 104, #5
Lincoln, CA 95648

By _____
Joseph Kim

Title: Vice President

Contractor's License Number: 995434

EXHIBIT A

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. The claimant has been paid in full.

Exceptions

This document does not affect the following:
Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

EXHIBIT B

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

PAYMENT NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. The claimant has received the following progress payment:
\$ _____

Exceptions

This document does not affect the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

STAFF REPORT



DATE: 4-13-17

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVE THE QUALIFIED LOW BID FOR THE ORANGEVALE COMMUNITY PARK OAK & FILBERT PATHWAY PROJECT FROM TJR RESOURCES, INC. IN THE AMOUNT OF \$148,099 AND APPROVE THE AGREEMENT WITH TJR RESOURCES, INC. TO CONSTRUCT THE ORANGEVALE COMMUNITY PARK OAK & FILBERT PATHWAY PROJECT

RECOMMENDATION

Approve the qualified low bid for the Orangevale Community Park Oak & Filbert Pathway Project from TJR Resources, Inc. in the amount of \$148,099 and approve the Agreement with TJR Resources, Inc. to construct the Orangevale Community Park Oak & Filbert Pathway Project.

BACKGROUND

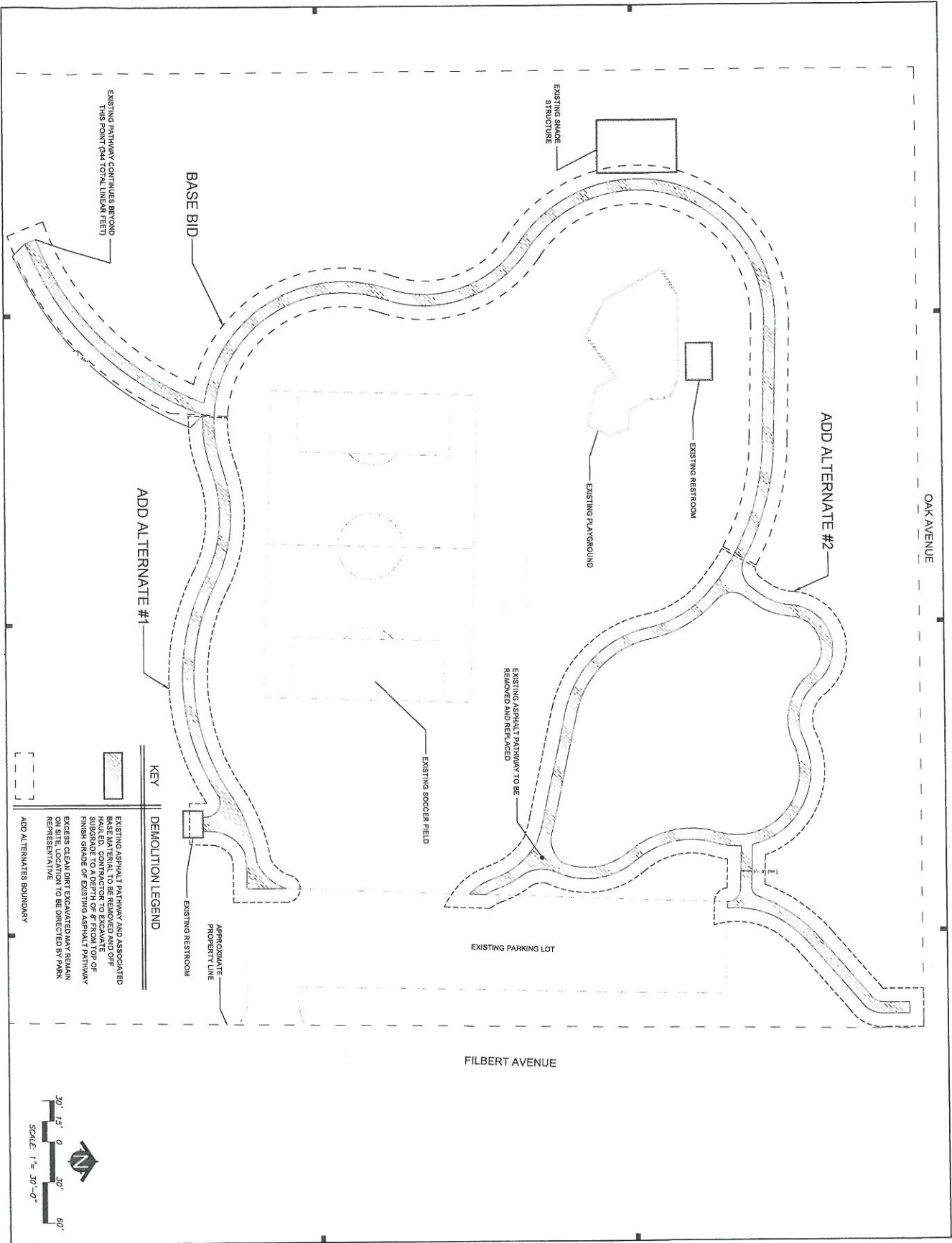
The asphalt pathway at the Oak and Filbert area of Orangevale Community Park has been in poor condition for a number of years. The District seal coated the pathway approximately three years ago to provide some additional longevity. The project was rated as a priority project by the Board at the May 2016 Capital Project Workshop and the Board approved a portion of the project as part of the 2016/17 Fiscal Budget in the amount of \$150,000. The project was approved at the January 2017 Board of Directors meeting with bid specifications approved at the February 9, 2017 meeting. Bids were solicited and the following four bids were received on March 28, 2017.

<u>Contractor</u>	<u>Base Bid</u>	<u>Add Alt 1</u>	<u>Add Alt 2</u>	<u>Total Amt.</u>	<u>Base + Alt. 1</u>
TJR Resources, Inc.	\$108,639	39,460	83,802	231,901	148,099
B&M Builders	\$116,198	40,400	91,600	248,198	156,598
Saenz Landscape Const.	\$133,267	50,320	110,672	294,259	183,567
Martin General Eng., Inc.	\$146,200	58,650	143,480	348,330	204,850

The delineations of the base bid and add alternate 1 & 2 are included in the attached exhibit. Staff recommends approving the qualified low bid from TJR Resources, Inc. for the Orangevale Community Park Oak & Filbert Pathway Project in the amount of \$148,099 which includes the base bid and add alternate 1. With landscape architect fees and consideration for change orders the project will exceed the proposed budget by approximately \$10,000. Staff recommends completing the project with add alternate 1 due to the value added to the project by finishing the loop extension to the paved parking lot. A requisite adjustment to the budget will be made if it is necessary.

RECOMMENDED MOTION

I move we approve the qualified low bid for the Orangevale Community Park Oak & Filbert Pathway Project from TJR Resources, Inc. in the amount of \$148,099 and approve the Agreement with TJR Resources, Inc. to construct the Oak & Filbert Pathway Project.



DATE: 2/21/17
 JOB NO.: 16-633
 SHEET TITLE: ADD ALTERNATE DEMOLITION PLAN
 SHEET NO.: L1.1
 SHEET 2 OF 4

ORANGEVALE COMMUNITY PARK
 OAK AND FILBERT PATHWAY
 REPLACEMENT PROJECT

7301 FILBERT AVENUE,
 ORANGEVALE, CA 95662

INITIAL BOX

NO.	DATE	BY	REVIEWED

REVISIONS

NO.	DESCRIPTION	DATE	BY

CS&S



MTW Group
 LANDSCAPE ARCHITECTURE
 AND PLANNING
 10411 Old Placentia Road
 Suite 205, No. CA 95627
 916 369-3990



AGREEMENT

This Agreement is made and entered into this 13th day of April, 2017, between Owner, ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as the "District" and TJR RESOURCES, INC., hereinafter referred to as "Contractor". Contractor will construct, on behalf of the District, a project consisting of the Orangevale Community Park Oak & Filbert Pathway Project (the "Project"). The Project is located at 7301 Filbert Avenue, Orangevale, California.

RECITALS

WHEREAS, the District issued a Notice to Contractors Inviting Formal Bids for the project; and

WHEREAS, Contractor, in response to such a notice, has submitted to the Board of Directors of the District a sealed bid for the performance of the work specified in said plans and specifications within the time stated in said notice and in the manner provided for in the bidding instructions; and

WHEREAS, Contractor was the lowest responsible bidder for the performance of said work, and the Board of Directors of the District, as a result of the canvas of all bids, has determined and declared Contractor to be the lowest responsible bidder for said work and have awarded to Contractor a contract therefore.

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

CONTRACT DOCUMENTS

1. The following documents are by this reference incorporated into, made a part of this Agreement, and collectively referred to herein as the "Contract Documents": The project drawings, specifications for the project; the Notice to Contractors Inviting Formal Bids, if any; the Instructions to Bidders, if any; the bid and proposal of Contractor, all other required bidding documents, all required bonds, and all supplemental agreements covering alterations, amendments or extensions to this Agreement and the documents which describe the work to be performed.

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

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

SCOPE OF WORK

2. Contractor hereby agrees to furnish all labor, materials, equipment, appliances, mechanical workmanship, transportation, communication, scaffolding, hoisting, supervision, coordination, building permits, other required permits, sales taxes, shop drawings and samples to complete in a workman-like manner, the following work: Construct a concrete pathway at Orangevale Community Park according to the design drawings and plans and specifications which includes the base bid and add alternate 1.

INVESTIGATION BY CONTRACTOR

3. Contractor has thoroughly investigated the job site, the Contract Documents, as well as the building codes, laws and regulations including those of any other public entities that are applicable to the work. The contract price includes all work, as shown in the Contract Documents, the plans and specifications, the contract drawings, and any other documents as specified, needed to provide a finished, complete and operating facility in compliance with all applicable building codes, laws and regulations.

COMPLETION

4. Contractor shall be required to begin work after receiving written notification to that effect by the District, and to complete work in accordance with the Contract Documents to the satisfaction of the District within 45 calendar days from said written notice.

Should Contractor fail to complete the work described in this Agreement and the other Contract Documents incorporated herein within the time fixed for completion, Contractor shall be liable to the District in the sum of One Thousand Dollars (\$1,000) per calendar day each day said work remains incomplete beyond the time set for completion in the Contract Documents as and for agreed and liquidated damages. It is expressly agreed and stipulated by and between the parties hereto that said liquidated damages do not constitute a penalty since it would be impractical and extremely difficult to fix the actual amount of damages to the District as the result of any failure to complete said work within the period of time specified in the Contract Documents.

PAYMENT

5. The District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may

become due to Contractor in accordance with the terms of Contractor's bid and proposal and this Agreement, to wit: One Hundred Forty Eight Thousand Ninety-nine Dollars (\$148,099). No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

Progress payments, less five percent (5%) shall be made to Contractor as follows:

a. After completing the payment request and gaining approval of the construction manager, payments will be processed on two week intervals for the six week project duration.

The five percent (5%) not paid shall be withheld by District until final completion and acceptance of the work. However, in lieu of any withholding of money, and in accordance with the provisions of California Public Contract Code Section 22300, Contractor may substitute securities to insure performance under this Agreement.

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

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

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

payment is made pursuant to this Section 5, and all amounts have been deducted for any and all damages assessed pursuant to the provisions of this Agreement and/or monies expended by the District to complete the work as set forth in and contemplated by the Contract Documents.

PREVAILING WAGES

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

Pursuant to Labor Code Section 1775, Contractor shall forfeit, as penalty to the District, an amount of not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done pursuant to this Agreement by Contractor or any subcontractor working under Contractor. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, the previous record of the Contractor in meeting his or her prevailing wage obligations, or Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor had knowledge of his or her obligations under the Labor Code. In addition to said penalty, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Attention is directed to Section 1777.5 of the Labor Code of the State of California concerning the employment of apprentices, and Contractor is required to comply with the provisions of that section.

Contractor and all subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This Project is subject to monitoring and enforcement by the Department of Industrial Relations. The Contractor and all subcontractors shall furnish certified payroll records as required pursuant to Labor Code Section 1776 directly to the Labor Commissioner in accordance with Labor Code Section 1771.4 on at least a monthly basis (or more frequently if required by the District) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified or determined as the result of its own investigation, that Contractor or its subcontractors are in violation of any of the requirements set forth in Labor Code Section 1720 et seq. at no penalty or cost to the District.

Contractor is further required to post any and all job site notices as required by regulation pursuant to Labor Code Section 1771.4(a)(2).

EIGHT HOUR DAY LIMITATION

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

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

INSURANCE

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

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

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

If Contractor fails to maintain such insurance, the District may take out

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

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

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

By execution of this Agreement, Contractor certifies as follows:

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

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

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

PERFORMANCE AND PAYMENT BONDS

9. Contractor shall, at the time of execution of this Agreement, file two (2) separate bonds with the District, each made payable to the District. These bonds shall be issued by a surety company admitted to do business in the State of California as an insurer and shall be maintained during the entire life of this Agreement at the expense of Contractor. One bond shall be in the amount of One Hundred Percent (100%) of the contract price set forth in this Agreement and shall guarantee the faithful performance of all aspects of this Agreement. The second bond shall be the payment bond required by Division Three, Part 6, Title 3, Chapter 5 of the Civil Code of the State of California, and shall be in the amount of One Hundred Percent (100%) of the contract price set forth in this Agreement to guarantee the payment of wages and materials, supplies or equipment used in the performance of this Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provisions of this Agreement shall not operate to release any surety from liability on any bond required hereunder, and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code. Prior to commencing work under this Agreement, Contractor shall provide a Certificate of Fact issued by the County of Sacramento, Department of Finance, County Clerk-Recorder or Certificate of Authority issued by the State of California, Department of Insurance for any and all sureties issuing the bonds required under this Agreement. By execution of this Agreement, Contractor further certifies and represents that any and all sureties issuing the bonds required under this Agreement are authorized to do business in the State of California and that the bonds fully comply with Civil Code Sections 9550 and 9554, and the Bond and Undertaking Law, Code of Civil Procedure Section 995.010, et seq.

INDEMNIFICATION

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

CHANGE ORDERS

11. The District may, without invalidating this Agreement, order changes in the scope of the work to be performed by Contractor consisting of additions, deletions or modifications in the nature and extent of the work to be performed pursuant to the Contract Documents. If these

additions, deletions or changes cause an increase or reduction in the cost of the work to be performed, then such increase or reduction in cost shall be mutually agreed upon by both parties and the contract sum, as well as the contract time shall be adjusted accordingly. Any such adjustment in the contract sum shall be calculated by using the same basis Contractor used for calculating its base bid. Contractor shall furnish a detailed itemization of the proposed contract price adjustment and any such change in the work and adjustment of the contract price and/or contract time shall be authorized only by written change order signed by Contractor, Architect, and the District after approval by the District's Board of Directors. The contract sum as well as the contract time shall be changed only by such a written change order. In the event Contractor encounters work that exceeds the estimated quantities upon which its bid is based, Contractor shall notify the District and/or Architect of the discrepancy. Contractor shall apply for a Change Order reflecting any such additional quantities within ten (10) days of encountering same. A failure by Contractor to do so shall result in a waiver by Contractor to any right to compensation for such additional quantities.

WARRANTY

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

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

CORRECTION OF WORK AND BACK CHARGES

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

CLEANUP

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

CONCEALED CONDITIONS

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

CONTRACTOR AS INDEPENDENT CONTRACTOR

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

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

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

DEFAULT BY CONTRACTOR

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

SAFETY

18. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work contemplated by this Agreement. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees; (2) the project itself and materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. Contractor will indemnify the District and hold it harmless against all claims, liability, loss and expense, including attorney's fees and costs caused by or contributed to unsafe conduct tolerated by Contractor or any of its subcontractors.

PERMITS AND INSPECTIONS

19. Contractor agrees and understands that it is the responsibility of Contractor to obtain and pay for all necessary permits required for the performance of the work described in this Agreement as well as calling for and obtaining all required inspections during the course of the work on the project which is the subject matter of this Agreement. Contractor is not relieved of its obligations pursuant to this paragraph by virtue of the District's assistance in procuring the necessary permits.

MISCELLANEOUS PROVISIONS

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

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

For these purposes, "prevailing party" shall mean the party who is most successful in the proceedings as determined by the trial judge or arbitrator, as the case may be. To be the "most successful party" would require that the party claiming money damages recovers a judgment or award of not less than seventy percent (70%) of the amount of its claim (not including interest, costs or attorney's fees). If that party does not recover at least that amount, the opposing party will be the "prevailing party" and would therefore be entitled to recover its reasonable attorney's fees and costs incurred in the proceedings.

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

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

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

25. The failure or omission by District to terminate this Agreement for any violation

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

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

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

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

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

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

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

By _____
Michael Stickney, Chairperson

By _____
Greg Foell, Secretary

TJR RESOURCES INC.

By _____
Thomas E. Murphy

Title: President

Contractor's License Number: 989449

EXHIBIT A

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. The claimant has been paid in full.

Exceptions

This document does not affect the following:
Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

EXHIBIT B

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

PAYMENT NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. The claimant has received the following progress payment:
\$ _____

Exceptions

This document does not affect the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____



RESOLUTION # 17-04-568

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ORANGEVALE RECREATION & PARK DISTRICT
APPROVING THE NOMINATION OF MANUEL “MANIE” MERAZ
TO RUN FOR ELECTION TO THE BOARD OF DIRECTORS OF THE
CALIFORNIA ASSOCIATION OF RECREATION AND PARK
DISTRICTS (CARPD) AND WHEN ELECTED, APPROVING HIM AS
THE DISTRICT’S REPRESENTATIVE TO THAT BOARD**

WHEREAS, the Orangevale Recreation & Park District is an active member of the California Association of Recreation and Park Districts (CARPD); and

WHEREAS, it is to the advantage and best interest of the Orangevale Recreation & Park District to have a representative on the Board of Directors of CARPD; and

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of the Orangevale Recreation & Park District does hereby approve and support the candidacy of Manuel “Manie” Meraz, Director of the Orangevale Recreation & Park District for service as the Director at Large for CARPD; and

BE IT FURTHER RESOLVED, that Manuel “Manie” Meraz is hereby approved as a representative of this District on the Board of Directors of CARPD and to serve as such as part of his capacity as an employee of the District and within the scope of required duties.

ON A MOTION by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Board of Directors of the Orangevale Recreation and Park District this 13th day of April, 2017 by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED: _____
Chair, Board of Directors

ATTEST: _____
Clerk of the Board

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