

**ORANGEVALE RECREATION & PARK DISTRICT  
BOARD OF DIRECTORS MEETING  
THURSDAY, SEPTEMBER 13, 2018  
CLOSED SESSION 6:15 PM  
REGULAR MEETING 6:30 PM  
LOCATION:  
6826 Hazel Ave.  
Orangevale, CA 95662**

**CLOSED SESSION – 6:15 PM**

1. **CALL TO ORDER**
2. **ROLL**
3. **CLOSED SESSION**
  - a. Closed Session pursuant to Government Code Section 54956.9  
Conference with legal counsel – Anticipated Litigation: Significant exposure to litigation pursuant to paragraph (2) of subdivision (b) of Government Code Section 54956.9: One potential case
4. **RESUME PUBLIC SESSION & ANNOUNCE ACTIONS FROM CLOSED SESSION**

**REGULAR MEETING – 6:30 PM**

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

5. **CALL TO ORDER**
6. **ROLL**
7. **PLEDGE OF ALLEGIANCE**
8. **APPROVAL OF AGENDA**
9. **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.
10. **MINUTES**
  - a. Approval of minutes of August 16, 2018 meeting (pg 1-6)
11. **CORRESPONDENCE**
  - a. Letter from Terry Benedict to the Board of Directors and response from District Administrator (pg 7-9)
  - b. Letter from the California Association for Park & Recreation Indemnity (CAPRI) Regarding Results from the Cycle XVI District Visitation (pg 10-17)
12. **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.

**12.1 CONSENT MATTERS GENERAL FUND**

- a. Ratification of Claims for August 2018 (pg 18-19)
- b. Budget Status Report for August 2018 (pg 20-22)
- c. Revenue Report for August 2018 (pg 23)

**12.2 OLLAD CONSENT MATTERS**

- a. Ratification of Claims for August 2018 (pg 24-25)
- b. Budget Status Report for August 2018 (pg 26-27)

**12.3 KENNETH GROVE CONSENT MATTERS**

- a. Ratification of Claims for August 2018 (pg 28)
- b. Budget Status Report for August 2018 (pg 29)

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

- a. Ratification of Claims for August 2018 (pg 30)

**14. STANDING COMMITTEE REPORTS**

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

**15. ADMINISTRATOR'S REPORT**

- a. Monthly Activity Report – August 2018 (pg 31-33)
- b. Update on the Land Swap with San Juan Unified School District (verbal)

**16. UNFINISHED BUSINESS**

**17. NEW BUSINESS**

- a. Presentation of Resolution 18-08-604, Commending Grant Barry for his Eagle Scout Project Building a Fence Around a Vernal Pool at Orangevale Community Park (presentation)
- b. Public Hearing: Approval of Addendum to the Agreement between the Orangevale Recreation and Park District and Final 9 Sports dated October 10, 2002 to extend the term for an additional five years through October 9, 2023 (pg 34-54)
- c. Public Hearing: Determination of Major Amenities Including Locations for the Final Orangevale Community Park Master Plan (pg 55-64)
- d. Approval of Agreement with John Walton to Provide Activity Guide Design Services (pg 65-74)

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

**19. ITEMS FOR NEXT AGENDA**

**20. 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](mailto:director@ovparks.com)

Manie Meraz

Mike Stickney

Sharon Brunberg

Lisa Montes

Erica Swenson

# ORANGEVALE RECREATION & PARK DISTRICT

## Minutes of Meeting of Board of Directors August 16, 2018

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on Thursday, August 16, 2018 at the District Office. Director Stickney called the meeting to order at 6:33 p.m.

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

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was conducted.
  
4. **APPROVAL OF AGENDA**  
**MOTION #1** On a motion by Director Brunberg, seconded by Director Montes, the agenda was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays.
  
5. **PUBLIC DISCUSSION** Janet Kerr spoke to the Board. Tom Tomich passed away and his son was selling almost 10 acres of his land located on Filbert Avenue. The land was filled with fruit trees. She asked the Board if there was any possibility for the District to purchase the land and brought forth the idea of an educational program in coordination with the high school. Director Montes suggested talking with the family about leasing the land for use of providing an educational program. Director Montes noted she should speak with Brad Squires as he has expressed a similar interest. Director Meraz stated he had also spoken with Tom, Sr. in the past about donating his land, and he enjoyed the idea. Admin. Foell offered to be a resource for this process.
  
6. **MINUTES**  
**MOTION #2** a) Approval of Minutes of July 12, 2018 Meeting (pg 1-5): On a motion by Director Brunberg, seconded by Director Meraz, the minutes were approved by a vote of 3-0-2 with Directors Swenson, Brunberg, and Meraz voting Aye. Directors Stickney and Montes Abstained. There were no Nays.
  
7. **CORRESPONDENCE**  
**MOTION #3** a) Confidential Envelope – Attorney Billing May-June 2018  
b) Confidential Envelope – Attorney Billing July 2018  
On a motion by Director Brunberg, seconded by Director Montes, both items of correspondence were approved by a vote of 4-0-1 with Directors Brunberg, Meraz, Stickney, and Montes voting Aye. Director Swenson Abstained. There were no Nays.

**8. CONSENT CALENDAR**

**MOTION #4**

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

**8.1 CONSENT MATTERS GENERAL FUND**

- a) Ratification of Claims for Period 13 2018 (pg 6)
- b) Budget Status Report for Period 13 2018 (pg 7-9)
- c) Revenue Report for Period 13 2018 (pg 10)
- d) Ratification of Claims for July 2018 (pg 11)
- e) Budget Status Report for July 2018 (pg 12-14)
- f) Revenue Report for July 2018 (pg 15)

**8.2. OLLAD CONSENT MATTERS**

- a) Ratification of Claims for Period 13 2018 (pg 16)
- b) Budget Status Report for Period 13 2018 (pg 17-18)
- c) Ratification of Claims for July 2018 (pg 19-20)
- d) Budget Status Report for July 2018 (pg 21)

**8.3. KENNETH GROVE CONSENT MATTERS**

- a) Budget Status Report for Period 13 2018 (pg 22)
- b) Ratification of Claims for July 2018 (pg 23)
- c) Budget Status Report for July 2018 (pg 24)

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

**10. ADMINISTRATOR'S REPORT**

- a) Monthly Activity Report – July 2018 (pg 25-29): Admin. Foell participated in the kick off for the Electric Greenway project. The process has been moving along smoothly, and the District is currently conducting appraisals and property owner meetings. He was excited for the completion of this project. The 35<sup>th</sup> anniversary event was fabulous, and he commended Director Montes and the staff, however the turnout was disappointing. The District has made a conditional offer of employment for the Park Superintendent position and Admin. Foell was hoping for the candidate to begin on August 28. The Hot Dog Hoedown event was very successful. When asked, Admin. Foell said the dog park was well attended however the turf will need to be reseeded this fall.

The Fire District is selling land totaling almost 8 acres of land. However, it is rough terrain and would be difficult to manage. It was currently being very minimally maintained.

Admin. Foell attended a meeting with Brad Squires. He would like to set up an organization similar to a community council to discuss any topics regarding Orangevale. Director Montes added that it would be a collective group of business, residents, etc. They are requesting a six-month commitment from community leaders. Admin. Foell thought this was an exciting idea. He will be attending the first meeting on September 14<sup>th</sup>.

The Orangevale Library was reevaluating the option of Walgreens, and several survey results showed a positive response to this site. Admin. Foell felt the library should anchor a downtown area for Orangevale, or be close to the Orangevale Community Center Park. Sue Frost would like the library to be located near the park. The Board greatly discussed library options and decided to revisit the topic in the future.

- b) Update on the Land Swap with San Juan Unified School District (verbal): Admin. Foell was currently waiting on the SJUSD and for the deal to record.
- c) Holiday Office Closure – December 24<sup>th</sup> thru January 2<sup>nd</sup> (verbal): The office will be closed as scheduled.
- d) Consider Changing the October 11, 2018 Board Meeting to October 18, 2018 (verbal): Director Stickney requested this change due to him going out of town. It was decided that the meeting date will remain the same, with a final decision on the Orangevale Community Park Master Plan being made in November.

**11. UNFINISHED BUSINESS**

There was no unfinished business.

**12. NEW BUSINESS**

**MOTION #5**

- a) Approval of Resolution 18-08-604, Commending Grant Barry for his Eagle Scout Project Building a Fence Around a Vernal Pool at Orangevale Community Park (handout): On a motion by Director Meraz, seconded by Director Stickney, the resolution was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays.

**MOTION #6**

- b) Approval of the Agreement with Jennifer Claassen, with Clipped in Races, to Rent Orangevale Community Park for a Cyclocross Event on October 26-27, 2018 (pg 30-45): Admin. Foell had spoken to the group with regard to the restrictions of the course. The event will not allow soccer teams on the field, which Pete Phillips has agreed to. The District was charging \$830.00. On a motion by Director Brunberg, seconded by Director Montes, the

agreement was approved by a vote of 4-1-0 with Directors Swenson, Brunberg, Meraz, and Montes voting Aye. Director Stickney voted Nay. There were no Abstentions.

**MOTION #7**

- c) Discussion and Possible Approval of an Increase in Employee Medical Insurance Premium (pg 46): Most other recreation and park agencies provide covered dependent medical insurance, and the District would like to increase dependent coverage by 5% to a total of 75% for the two or more individual category. Admin. Foell noted insurance rates increase on January 1<sup>st</sup> and so this will be a yearly rate increase. On a motion by Director Montes, seconded by Director Swenson, a 5% premium increase (to be effective 9/1/18) was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays.

**MOTION #8**

- d) Discussion and Possible Approval of a Cost of Living Adjustment for District Staff (pg 47): The Board previously approved a 2% increase. Director Stickney felt against approving this increase because of the other increases in pay it will affect. Director Montes agreed with a 1% increase in order to be competitive in the market. On a motion by Director Montes, seconded by Director Meraz, the cost of living adjustment was approved by a vote of 3-2-0 with Directors Swenson, Meraz, and Montes voting Aye. Directors Stickney and Brunberg voted Nay. There were no Abstentions.

**MOTION #9**

- e) Public Hearing: Approval of Resolution 18-08-605, Resolution Adopting the Orangevale Recreation and Park District Final Budget for Fiscal Year 2018/19 (pg 48-62): Admin. Foell noted that last year, the District finished with a \$93,000 deficit. Money was transferred in the 2017/18 fiscal year from the park development fund to cover 2016/17 project costs and with unexpended budget resources the fund balance ended the year at \$392,000. Changes from the Preliminary Budget to the Final Budget include a property tax estimate reduction as well lower salary figures and recreation revenue due to the elimination of the SJUSD Bridges program. Workers' compensation costs have decreased significantly as the District's experience modification factor has decreased. Admin. Foell felt the District had a healthy budget and noted the District has followed projections in regard to saving for projects. The District receives approximately \$6,500 per building permit which has paid for several recent projects. Director Stickney opened and closed the public hearing. No written or public comments were received. On a motion by Director Brunberg, seconded by Director Montes, the resolution was approved by a vote of 4-1-0 with Directors Swenson, Brunberg, Meraz, and Montes voting Aye. Director Stickney voted Nay. There were no Abstentions.

- f) Public Hearing: Approval of Resolution 18-08-606, Resolution Adopting the Orangevale Landscaping and Lighting Assessment

**MOTION #10**

District Final Budget for Fiscal Year 2018/19 (pg 63-69): Director Stickney opened and closed the public hearing. No written or public comments were received. On a motion by Director Brunberg, seconded by Director Meraz, the resolution was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays.

**MOTION #11**

g) Public Hearing: Approval of Resolution 18-08-607, Resolution Adopting the Kenneth Grove Landscaping and Lighting Assessment District Final Budget for Fiscal Year 2018/19 (pg 70-74): Director Stickney opened and closed the public hearing. No written or public comments were received. On a motion by Director Brunberg, seconded by Director Meraz, the resolution was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays.

**MOTION #12**

h) Approval of Resolution 18-08-608, Resolution Amending the District Salary Schedule (pg 75-77): The Board regularly approves this change in the salary schedule when a COLA is approved. On a motion by Director Montes, seconded by Director Swenson, the resolution was approved by a vote of 3-2-0 with Directors Swenson, Meraz, and Montes voting Aye. Directors Brunberg and Stickney voted Nay. There were no Abstentions.

**MOTION #13**

i) Approval of Resolution 18-08-609, Resolution Approving the Revision of the District’s Reserve Designations in Accordance with GASB 54 (pg 78-82): This was a regular Board item after the final budget was approved. This item addresses the reserves. On a motion by Director Montes, seconded by Director Brunberg, the resolution was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays.

**13. DIRECTOR AND STAFF COMMENTS**

Coordinator Woodford thanked the staff for their help at the events.

Supervisor Bain spoke about the dive in movie event coming up, Sherlock Gnomes. The pool was open only on weekends.

Ms. Von Aesch will be attending a meeting regarding benefits and deferred comp; she will educate District staff on what she learns.

Admin. Foell stated that the staff will continue to work to improve the Board members experiences with their new paperless board package devices.

Director Montes commended the staff’s job at the anniversary event.

Director Swenson requested for more photos to be utilized when advertising programs on the Facebook page in order to create



excitement for events.

Director Brunberg stated that there was a 50<sup>th</sup> Anniversary party for the Twin Lakes Riding Club on Saturday, August 25<sup>th</sup>, and that Sue Frost will be attending.

Director Meraz was enjoying using the tablet during the meeting.

**14. ITEMS FOR NEXT AGENDA**

No items were discussed.

**15. CLOSED SESSION**

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

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

Clarification was given. The 5% increase in dependent health care will also apply to the District Administrator.

**17. ADJOURNMENT**  
**MOTION #14**

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 9:05 p.m. On a motion by Director Brunberg, seconded by Director Stickney, the adjournment was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays.

---

Mike Stickney, Chairperson

# Terry Benedict

---

9365 Central Avenue Orangevale CA 95662

**August 24, 2018**

Board of Directors for Orangevale Recreation and Park District  
6826 Hazel Avenue  
Orangevale CA 95662

**Re: Cease & Desist**

**Dear Board of Directors Montes, Swenson, Stickney, Brunberg & Meraz**

**Cease and Desist from your casual, informal, unfair and unlawful public meeting/governance practices!**

If you had significant about of experience in local government/governance, as your website states, you would know better than to open a Public Hearing on a specific subject matter than allow public discussion and debate on a completely different subject matter! You allowed three (3) members of the public to publicly speak and debate **pay to play disc golf**. As well, you allowed two (2) members of the public, **Joe Oliverio** and **John Avery** to publicly speak well past their 3 minute time limit!

**Note: Joe spoke for eleven (11) minutes and John spoke for twenty three (23) minutes.**

**Please Note: I've never been allowed to publicly speak past the three (3) minute time limit!**

**Note: It's very easy and simple. If you want public discussion and debate on pay to play disc golf, then list that subject matter on the Boards monthly posted agenda. And, then waive the time limit.**

**Context:** During the July 12, 2018 Regular Board Meeting. Acting chairman of the Board **Sharon Brunberg**, opened a **Public Hearing** on agenda item 14. **New Business (b.) Discussion and Public Comments Regarding the Orangevale Community Park Draft Master Plan (presentation)**: Then, acting chairman **Brunberg** allowed three (3) members of the public to discuss and debate pay to play disc golf regarding the Districts disc golf course at Orangevale Community Park, Hazel Avenue with the District Administrator and the Board. As well, acting chairman **Brunberg** allowed two (2) members of the public to publicly speak well past the Board adopted policy/rules of three (3) minutes.

Sincerely;



**Terry Benedict**

**PS: Clearly the District's elected representative government/the elected Board of Directors, do not conduct fair and lawful public hearings/public meetings!**



9/7/18

Terry Benedict  
9365 Central Avenue  
Orangevale, CA 95662

Dear Mr. Benedict,

This letter is in response to your letter dated on August 24, 2018 and received August 27, 2018, requesting the Board of Directors "Cease and Desist from your casual, informal, unfair and unlawful public meeting/governance practices!"

The letter goes on to state the following: "If you had significant about of experience in local government/governance, as your website states, you would know better than to open a Public Hearing on a specific subject matter than allow public discussion and debate on a completely different subject matter! You allowed three (3) members of the public to publicly speak and debate **pay to play disc golf**. As well, you allowed two (2) members of the public, **Joe Oliverio** and **John Avery** to publicly speak well past their 3 minute time limit! **Note: Joe spoke for eleven (11) minutes and John spoke for twenty three (23) minutes. Please Note: I've never been allowed to publicly speak past the three (3) minute time limit! Note: It's very easy and simple. If you want public discussion and debate on pay to play disc golf, then list that subject matter on the Boards monthly posted agenda. And, then waive the time limit. Context:** During the July 12, 2018 Regular Board Meeting. Acting chairman of the Board **Sharon Brunberg**, opened a **Public Hearing** on agenda item 14. **New Business (b.) Discussion and Public Comments Regarding the Orangevale Community Park Draft Master Plan (presentation):** Then, acting chairman **Brunberg** allowed (3) members of the public to discuss and debate pay to play disc golf regarding the District's disc golf course at Orangevale Community Park, Hazel Avenue with the District Administrator and the Board. As well, acting chairman **Brunberg** allowed two (2) members of the public to publicly speak well past the Board adopted policy/rules of three (3) minutes."

The agenda item you site regarding the Orangevale Community Park Master Plan includes the Disc Golf Course within its boundaries. The

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



Disc Golf Course Survey and associated policy considerations have been discussed as part of the master plan to this point. At the July meeting (See July 12, 2018 recording which you have been provided), the Board requested that the "pay to play" discussion be removed from the community park master plan discussion and be added to future agendas as separate items.

The Chairman has discretion to allow additional time to a member of the public if in their opinion it adds to the understanding of a discussion item. The "pay to play" policy issue was such a topic at the July 12, 2018 meeting.

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



August 15, 2018

Greg Foell  
Orangevale Recreation and Park District  
6826 Hazel Avenue  
Orangevale, CA 95662-3445

Dear Greg:

Thank you for the time you and your staff devoted to the Cycle XVI district visitation that occurred on August 13, 2018.

As you know, CAPRI is a risk-sharing pool, which means that the effective risk management and loss prevention efforts of every member district have a direct impact on the results of the entire pool. The district visitation process is one of the many resources that CAPRI provides its members to enhance those efforts.

The enclosed evaluation and recommendations are a result of the survey of facilities and our review of administration and operations generated. In accordance with CAPRI guidelines, we ask that the district respond in writing to the recommendations within 45 days of this letter.

**Congratulations! There were no recommendations made during this visit. No response is required.**

If you have any questions about the enclosed visitation report, please call our office.

Sincerely,

Rick Richards  
Risk Manager

## DISTRICT VISITATION

**PREPARED FOR:**

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

**STAFF INTERVIEWED:**

Greg Foell  
Jennifer Von Aesch

**LOCATIONS VISITED:**

District Office  
Orangevale Community Center  
Orangevale Community Pool Complex  
Corp Yard/Shop  
Orangevale Community Park  
Almond Park

**DATE OF VISIT:**

August 13, 2018

**SURVEYED BY:**

Rick Richards, Risk Manager

This survey cannot and does not address every potential unsafe practice or condition of the District. CAPRI, its staff and Board of Directors, neither assume responsibility nor warrant nor represent that the facilities, work sites, operations and/or equipment surveyed are safe or healthful or in compliance with any law, rule or regulation.

## ORANGEVALE RECREATION AND PARK DISTRICT

### Purpose of the Visit

The visit to your District was part of an ongoing effort by CAPRI to assist members in running a safe, healthy operation. We want to acknowledge successes and progress, as well as identify areas for improvement. We strive to be a resource, sharing information from your peers around the state about how they reduce losses and manage risk.

### Conclusion

The overall evaluation of Orangevale Recreation and Park District is **Very Good**.

## OBSERVATIONS AND RECOMMENDATIONS

### SAFETY COMMITTEE

District Safety Committees are required to meet no less than quarterly, with minutes of the meetings sent to CAPRI within 60 days of the date of the meeting. The composition of the Committee should reflect the operations of the District. Strong committees don't stop with recognizing hazards or needed corrections. They follow through on those corrections and document their results. They inspect District sites and review site inspection reports. When necessary, they investigate employee and patron accidents, including near misses. Committee minutes accurately reflect discussions of the agenda items.

***Good.** The District Safety Committee meets at least quarterly with minutes of the meetings being sent to CAPRI within 60 days from the date of the meeting. Membership within the Committee is representative of the District's operations. The Committee does a very good job in discussing a wide-range of topics, including safety and training issues. Facility inspection reports are reviewed by the Committee on a regular basis. The Committee conducts a post-loss analysis of patron and employee accidents. The minutes reflect, in detail, discussions of the agenda items.*

### INSPECTION AND MAINTENANCE

The District should have a regularly scheduled inspection system. Inspection forms should be specific to the needs of the site being reviewed. There should be documentation of repairs made by the inspector during the inspection process. There should be a clear path documenting correction that cannot be completed during the inspection process. Forms need to be initialed or signed and dated.

***Good.** A review of the District's inspection reports shows that District inspections take place on a regular basis and are well documented. The inspection forms are site-specific and are signed and dated by the inspector. When larger repairs are needed, the inspector calls in the need for the repair, and steps are immediately taken to initiate repairs.*

## **SCREENING AND REVIEW**

Public Resources Code Section 5164 prohibits special districts from hiring an employee or volunteer for a position having supervisory or disciplinary authority over any minor if they have been convicted of certain crimes. To assist our members in screening prospective employees and volunteers, CAPRI requires the use of a preemployment, criminal background-screening questionnaire. Moreover, all employees and volunteers who work with minors shall first be fingerprinted and pass a background check through the State Department of Justice.

One of the largest exposures faced by both CAPRI and members is that of vehicle use. CAPRI requires that members verify at least on an annual basis the driving record of anyone who operates a District vehicle or their personal vehicle on District business. Motor vehicle reports (MVR's) must be current for all such employees. Vehicle proof of insurance must also be current for all employees who operate their own vehicles on District business. The District should have the means to deal with a driver who loses their license or whose driving record becomes unacceptable.

Both Federal and State laws prohibit sexual harassment in the workplace. Existing law further requires every employer to be proactive, to ensure a workplace free of sexual harassment. California's AB 1825 requires employers to provide a minimum of two (2) hours of effective interactive training. Training applies to all supervisory employees who are employed as of July 1, 2005 and to all new supervisory employees within six (6) months of their assumption of a supervisory position. Districts should have documentation of their supervisors' sexual harassment training.

***Good.** The District complies with PRC 5164 in that they require all employees and volunteers with direct control or supervision of children to undergo a fingerprint background check. The District maintains a record of the employees who have been fingerprinted and has a system in place to verify that a background check was completed. Their MVR's are current, as is their file documenting employee proof of insurance. The District has established written policies for dealing with employees whose driving records become unacceptable. The District complies with AB 1825 and has documentation evidencing their supervisors' completion of sexual harassment training.*

## **AMERICANS WITH DISABILITIES ACT (ADA)**

The District should be making demonstrable progress toward making its sites and programs accessible to people with disabilities. The District should perform a comprehensive self-assessment and needs-analysis of its sites at least every five years. The District should prioritize those needs and commit itself to an implementation plan over a reasonable period of time. The District should have established procedures for entering into a good-faith interactive discussion when the need for reasonable accommodations is indicated.

***Good.** The District has completed a detailed self-assessment of their sites and facilities within the last five years. They are continuing to improve accessibility as they renovate and upgrade their parks and facilities. New parks and facilities are being designed to meet current ADA requirements. The District has a detailed written prioritization plan for ADA compliance and is actively taking steps to im-*



*prove ADA accessibility. The District has established procedures for entering into a good faith, interactive discussion as-soon-as the need for reasonable accommodations are indicated.*

### **INJURY AND ILLNESS PREVENTION PROGRAM**

The District should have an established Injury and Illness Prevention Program (IIPP) that is reviewed at least on an annual basis. The individual responsible for implementing the program should be clearly identified. A system should be in place for evaluating workplace hazards as well as methods and procedures for correcting unsafe or unhealthy conditions. The District should be actively involved with safety training and have a policy for reporting hazards without fear of reprisal. There should also be a system in place to ensure employee compliance with safe and healthy work practices. The District conducts a review of their IIPP at least annually.

***Good.** The District's Injury and Illness Prevention Program identifies the person responsible for implementing the program. It contains a system for identifying, evaluating, and correcting workplace hazards and unsafe conditions. The District has an active training program and a system in place to ensure employee compliance with safe and healthy work practices. The District has a policy in place for reporting hazards without fear of reprisal. The District has evidence of their annual review of the Injury and Illness Prevention Program.*

### **WAIVER AND RELEASE FORMS**

Waiver and release forms need to have CAPRI-approved language and printed in correct typeface. They need to be used for all District programs and activities where registration is required. The waiver form should include a description of the activity and the time frame in which the activity will take place. Forms need to be signed by the participant, or in the case of a minor, the minor's parent or guardian. Team rosters should be signed by all team members.

***Good.** Participant waiver and release forms use CAPRI-approved language and accurately describe the name of the activity, along with the time frame of the activity. These forms are being utilized for all activities where registration is required.*

### **FACILITIES USE AGREEMENT**

Facility use agreements are contracts between the District and the facility user. The facilities use agreement should contain a section with CAPRI-approved indemnification, also known as "hold-harmless" language. The District should establish standards as to when they require facility users to provide liability insurance. When liability insurance is required, the District should, depending on the nature of the activity, obtain a certificate of insurance, and when applicable, an additional insured endorsement naming the District as an additional insured on the facility users' liability insurance policy. When obtained, these documents should be kept on file at the District.

***Good.** The facilities use agreements contain CAPRI-approved indemnification language. The District has standards for when renters are required to provide a certificate of liability insurance. When required, these certificates of liability insurance are kept on file.*

## **PARKS AND FACILITIES**

The District's parks and facilities evidence good care and maintenance. Parks and sport fields are inspected on a regular basis and are free and clear of hazards. Park picnic tables, benches, and shade structures do not have broken pieces that could cause injury. Playground equipment complies with the California Code of Regulations Title 22, Division 4, Chapter 22.

***Good.** The District's parks and facilities evidence good care and maintenance. The parks and recreation facilities are in good working order. Sidewalks, parking areas, and tire stops are in good condition. Play areas are in good condition and have sufficient surface material. Playground equipment complies with the California Code of Regulations Title 22, Division 4, Chapter 22.*

## **POOLS**

The District's pools are adequately staffed for the number of pool users. District Lifeguards have received appropriate training and are properly certified. Pool facilities are well maintained and in good condition. Pool pump rooms are clean, neat, and well maintained. Water clarity is maintained at appropriate levels.

***Good.** The District's pool is adequately staffed during normal operations. All lifeguards have received appropriate training and have been properly certified. The pool facilities are well maintained and in good condition. Water clarity and PH balance are at appropriate levels.*

## **EMPLOYEE ENTRANCE MEDICAL EXAMS**

All new, full-time hires are required to be given a post-offer, pre-placement medical exam. Medical exams are not conducted until all other background checks have been completed. Results of those exams need to be kept in a separate, confidential file, other than the employees' personnel files.

***Good.** The District requires post-offer, preemployment medical examinations for full-time employees. Candidates for a position are informed that the offer of employment is conditional upon completion of a satisfactory medical exam. The District does not send a candidate for the medical exam until all other background checks have been completed. The District maintains the medical records in a secure location separate from the employees' personnel files.*

## **JOB DESCRIPTIONS**

Clear, current job descriptions are required for all full-time and regular part-time positions. Job descriptions clearly identify the essential functions of the position.

***Good.** The District has a current list of job descriptions for all full-time and regular part-time positions. The job descriptions clearly identify the essential functions of each position, including the physical requirements of the job.*

## **VOLUNTEERS**

When volunteers are used, they are supervised by District personnel. Volunteers receive appropriate health and safety training for the jobs they are performing. A volunteer log is maintained, using applicable job classifications for all volunteers.

***Good.** The District has a current log for all volunteers by job classification. When volunteers are used, they are supervised by District personnel. Volunteers receive appropriate training for the type of service they are performing.*

## **LIFE SAFETY**

Material Safety Data Sheets (MSDS) should be current and available at all appropriate job sites. Fire extinguishers should be currently tagged, and first aid kits properly stocked. Emergency exit lights should be in good working order and fire exits clearly identified and free of obstacles. Emergency evacuation plans should be developed along with annual drills to evaluate the effectiveness of the plans.

***Good.** The District's MSDS are current and are readily available at the appropriate job sites. The District's fire extinguishers are charged and properly tagged. The building "EXIT" lights are fully functioning and do not contain any burned-out bulbs. Fire exits are clearly identified and free of obstacles. Emergency plans have been developed and drills are conducted at least annually.*

## **SITES**

### District Office

The District Office is located in the center of the attractive, single-story Community Center building. The front section of the office is occupied by the reception area. Directly behind the reception area are private offices and an open area occupied by several desks. The District Office was found to be clean, neat, and well maintained in both the public and employee areas

### Orangevale Community Center

The Community Centers is a very attractive building that reflects the warm, welcoming bearing of the District. The Center itself is comprised of meeting rooms, classrooms, and a gymnasium/auditorium which also includes a large stage. The Center comes equipped with a game room and kitchen. The building is accessible to people of varying physical capabilities, and like the District Office, is clean, neat and well-maintained

### Orangevale Community Pool Complex

The Pool Complex located adjacent to the Community Center. At the time of our visit, the pool was closed for the season. This attractive pool includes a zero-entry access, which makes entry into the pool much easier for people with physical limitations. It is also a handy feature for parents and their young children, allowing them to sit and play together in the shallow end of the pool. The pool also includes a water slide in the deep end of the pool. Even though the pool had not open for the season yet, the water clear and not cloudy or murky. The decking around the pool was in good condition. The pool's pump room is well maintained, and was clean, neat and orderly at the time of our visit.

### Corp Yard/Shop

The Corp Yard, while in full operation, was found to be clean, uncluttered, and in good condition. All exits were clearly marked as well as all fire extinguishers. The facility housed all the needed machinery and tools to properly maintain the grounds and parks throughout the district.

### Orangevale Community Park

This huge park is located a short drive from the district office but is so large that its walking trail almost reaches to the district office complex. The main area of the park has a large soccer field, a large covered BBQ area, walking trail and play grounds. This park located within walking distance of three schools is definitely a destination for all in the community.

### Almond Park

This attractive park includes a playground, tennis courts, walking path and plenty of open space. The park also includes a picnic area with barbecue stands with a newly added shade cover. This park is made even more attractive with its abundance of trees, open space, and rolling topography. This park has a free-standing ADA approved port-a-potty, so it has tons of day use. This park truly enhances this community.

GENERAL FUND EXPENDITURES  
FOR THE MONTH ENDING  
AUGUST 31, 2018

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1905994977	20200500	US BANK CORPORATE PAYMENT	Advertising	498.94
1905994977	20202900	US BANK CORPORATE PAYMENT	Business/Conference Expece	61.60
1905990289	20203900	ASHLEY BELL	Employee Transportation	73.19
1905994016	20203900	ASHLEY TAPIA	Employee Transportation	31.12
1905994799	20203900	CHELSEA MCADAM	Employee Transportation	4.52
1905994734	20203900	JASON BAIN	Employee Transportation	77.72
1905994725	20203900	EMILY GARSKE	Employee Transportation	6.54
1906005904	20203900	ASHLEY BELL	Employee Transportation	68.02
				261.11
1905994012	20205100	CALIF ASSOC FOR PARK & RE	Insurance Liability	23,554.00
1905989352	20206100	CALIFORNIA ASSOCIATION OF	Membership Dues	2,500.00
1905994737	20206100	ORANGEVALE CHAMBER OF COM	Membership Dues	230.00
1906009069	20206100	CALIFORNIA SPECIAL DISTRI	Membership Dues	4,450.00
				7,180.00
1905994004	20207600	BURKETT'S OFFICE SUPPLY	Office Supplies	473.59
1905994977	20208102	US BANK CORPORATE PAYMENT	Stamps	150.00
1300683096	20208102	STAMPS	Stamps	-1.10
				148.90
1906005906	20208500	PRINT PROJECT MANAGERS IN	Printing Service	4,465.00
1906001518	20211200	BT MANCINI CO INC	Building Maintenance Supplies/Materials	528.00
1905992447	20219700	AT&T	Telephone Service	20.77
1905992445	20219700	SPRINT P C S	Telephone Service	52.38
1906001362	20219700	COMCAST	Telephone Service	609.72
1906000925	20219700	AT&T	Telephone Service	18.71
				701.58
1905992448	20226200	JJR ENTERPRISES INC	Office Equipment Maintenance Supplies	150.16
5107512858	20244300	MEDTOX LABORATORIES	Employee Physical	18.49
5001876441	20244300	DIGNITY HEALTH MEDICAL FO	Employee Physical	115.00
				133.49
1906001502	20253100	DAVID MCMURCHIE	Legal Services	1,158.50
1906001533	20256200	DESIREE BROWN	Transcribing Services	107.00
1905994018	20259100	FIRECODE SAFETY EQUIPMENT	Other Professional Service	180.47
1906001511	20259101	ROBERT PORTER	Computer Consultant	500.00
1906001523	20281200	REIMBURSEMENT GREG FOELL	ChromeBooks, Laptop,	4,284.80
1905994977	20281202	US BANK CORPORATE PAYMENT	Software	185.52
1905988775	20285100	BRENDAN CHASE	Recreational Services	1,326.60
1905989370	20285100	RYAN VERMILLION	Recreational Services	576.80
1905989365	20285100	KATHLEEN PEAD	Recreational Services	1,040.00
1905989358	20285100	FOLSOM CORDOVA UNIFIED SC	Recreational Services	362.00
1905992453	20285100	BRENDAN CHASE	Recreational Services	1,089.00
1905990288	20285100	RESCUE TRAINING INSTITUTE	Recreational Services	297.50

GENERAL FUND EXPENDITURES  
FOR THE MONTH ENDING  
AUGUST 31, 2018

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1905990285	20285100	GUINEVERE CAMERON	Recreational Services	300.00
1905994977	20285100	US BANK CORPORATE PAYMENT	Recreational Services	2,017.60
1905993997	20285100	ADRIAAN JANSEN VAN VUUREN	Recreational Services	1,069.75
1905996912	20285100	FOLSOM CORDOVA UNIFIED SC	Recreational Services	514.33
1905996911	20285100	KORI SCOTT	Recreational Services	292.50
1905996867	20285100	ALLGOOD DRIVING SCHOOL IN	Recreational Services	34.00
1905996866	20285100	VICTORIA OKANE	Recreational Services	331.80
1905996865	20285100	GRANIT BAY MARTIAL ARTS C	Recreational Services	238.00
1905996862	20285100	STEVEN MIRANDA	Recreational Services	474.50
1906001531	20285100	DANIEL CRANDALL	Recreational Services	130.90
1906001529	20285100	JOHN WALTON	Recreational Services	1,800.00
1906001514	20285100	MELANIE SKINNER	Recreational Services	864.00
1906001513	20285100	ALL STAGE CANINE DEVELOPM	Recreational Services	409.50
1906001508	20285100	CHRISTINA DUETTE	Recreational Services	46.80
1906001488	20285100	CORDOVA RECREATION & PARK	Recreational Services	2,448.00
1906001477	20285100	RICHARD KOWALESKI	Recreational Services	84.00
1906001365	20285100	ALL-AROUND KIDS INC	Recreational Services	478.80
1906001360	20285100	ALISON LLOYD	Recreational Services	360.00
1906002770	20285100	CLINT LEMAY	Recreational Services	383.50
1906005901	20285100	FRESHI FILMS LLC	Recreational Services	179.20
				<b>17,149.08</b>
1905988776	20285200	BSN SPORTS INC	Recreational Supplies	372.22
1905988796	20285200	SAM'S CLUB DIRECT CML	Recreational Supplies	1,304.48
1905994977	20285200	US BANK CORPORATE PAYMENT	Recreational Supplies	2,163.74
1905994977	20285200	US BANK CORPORATE PAYMENT	TAX ACCRUAL	108.53
1905996822	20285200	WAL-MART STORES INC	Recreational Supplies	411.34
1906002768	20285200	LUCILLE COLQUHOUN	Recreational Supplies	87.28
1906009028	20285200	SAM'S CLUB DIRECT CML	Recreational Supplies	1,060.11
				<b>5,507.70</b>
1300683096	20289800	SURPLUS OFFICE EQUIPMENT/MOW	Other Op Ex Supplies	-443.00
109508660	20296200	SAC COUNTY PARKING	QR BILLING JULY 2018 ORANGEVALE	1.75
1905996913	30322000	C I T TECHNOLOGY FIN SERV	Bond/Loan Redemption	429.93
1905996914	50557100	DEBRA DAVIS	Fingerprinting Service	90.00
1906001527	50557100	STATE OF CALIFORNIA	Fingerprinting Service	32.00
				<b>122.00</b>

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

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditures	Expenditures to Date	Funds Available	% Left
<b>1000</b>	<b>SALARIES &amp; EMPLOYEE BENEFITS</b>					
10111000	Salaries & Wages, Regular	835,000.00	76,443.86	127,261.86	707,738.14	85%
10112100	Salaries & Wages, Extra Help	390,000.00	83,008.45	139,816.24	250,183.76	64%
10112400	Salaries, Board members	12,000.00	300.00	1,200.00	10,800.00	90%
10121000	Retirement	210,000.00	20,172.37	32,771.64	177,228.36	84%
10122000	Social Security	90,000.00	12,084.16	20,249.59	69,750.41	78%
10123000	Group Insurance	235,000.00	15,366.45	31,616.50	203,383.50	87%
10124000	Worker's Comp. Ins	60,000.00		7,861.25	52,138.75	87%
10125000	Unemployment Insurance	25,000.00	3,783.26	6,519.20	18,480.80	74%
10128000	Health Care/Retirees	0.00		-	0.00	#DIV/0!
	<b><i>SUB-TOTAL</i></b>	<b>1,857,000.00</b>	<b>211,158.55</b>	<b>367,296.28</b>	<b>1,489,703.72</b>	<b>80%</b>
<b>2000</b>	<b>SERVICES &amp; SUPPLIES</b>					
20200500	Advertise/Legal Notices	1,500.00	498.94	564.04	935.96	62%
20202100	Books/Periodicals/Subscrip	750.00		-	750.00	100%
20202900	Business/Conference Expense	5,000.00	61.60	1,195.52	3,804.48	76%
20203500	Education/Training Serv.	3,500.00		-	3,500.00	100%
20203600	Education /Training Supplies	1,000.00		-	1,000.00	100%
20203700	Tuition Reimbursement	2,000.00		-	2,000.00	100%
20203800	Employee Recognition	2,000.00		-	2,000.00	100%
20203802	Recognition Items	500.00		-	500.00	100%
20203803	Recognition Events	500.00		-	500.00	100%
20203900	Employee Transportation	3,000.00	261.11	261.11	2,738.89	91%
20205100	Liability Insurance	43,000.00	23,554.00	23,554.00	19,446.00	45%
20205500	Rental Insurance	4,000.00		-	4,000.00	100%
20206100	Membership Dues	8,000.00	7,180.00	7,180.00	820.00	10%
20207600	Office Supplies	9,000.00	473.59	473.59	8,526.41	95%
20207602	Signs	500.00		-	500.00	100%
20207603	Keys	350.00		-	350.00	100%
20208100	Postal Services	6,500.00		1,950.00	4,550.00	70%
20208102	Stamps	3,000.00	148.90	148.40	2,851.60	95%
20208500	Printing Services	28,000.00	4,465.00	4,465.00	23,535.00	84%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20210400	Agricultural/Horticultural Supply	1,000.00		-	1,000.00	100%
20211200	Building Maint. Supplies	1,000.00	528.00	528.00	472.00	47%
20212200	Chemicals	500.00		-	500.00	100%
20213100	Electrical Maint. Service	400.00		-	400.00	100%
20213200	Electrical Maint. Supplies	500.00		-	500.00	100%
20214100	Land Improv. Maint. Services	500.00		-	500.00	100%
20214200	Land Improv. Maint. Supplies	500.00		-	500.00	100%
20215100	Mechanical System Maint. Ser	500.00		-	500.00	100%
20215200	Mechanical System Maint. Sup	500.00		-	500.00	100%
20216200	Painting Supplies	500.00		-	500.00	100%
20216700	Plumbing Maint. Service	400.00		-	400.00	100%
20216800	Plumbing Maint. Supplies	1,000.00		-	1,000.00	100%
20218100	Irrigation Services	500.00		-	500.00	100%
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%

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditures	Expenditures to Date	Funds Available	% Left
20219200	Natural Gas / LPG/ Fuel Oil	500.00		-	500.00	100%
20219300	Refuse Collection / Disposal Service	500.00		-	500.00	100%
20219500	Sewage Disposal Service	500.00		-	500.00	100%
20219700	Telephone Service	15,000.00	701.58	1,375.74	13,624.26	91%
20219800	Water	1,000.00		-	1,000.00	100%
20219900	Telephone System Maint.	500.00		-	500.00	100%
20220500	Automotive Maint. Service	500.00		-	500.00	100%
20220600	Automotive Maint. Supplies	500.00		-	500.00	100%
20221200	Construction Equip Maint Sup	500.00		-	500.00	100%
20222600	Expendable Tools	500.00		-	500.00	100%
20223600	Fuel & Lubricants	500.00		-	500.00	100%
20226100	Office Equip Maint Service	1,000.00		-	1,000.00	100%
20226200	Office Equip Maint Supplies	5,000.00		-	5,000.00	100%
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	150.16	150.16	349.84	70%
20231400	Clothing/Personal Supplies	2,000.00		-	2,000.00	100%
20232100	Custodial Services	1,000.00		-	1,000.00	100%
20232200	Custodial Supplies	1,000.00		175.91	824.09	82%
20244300	Medical Services	200.00	133.49	133.49	66.51	33%
20250500	Accounting Services	8,000.00		-	8,000.00	100%
20250700	Assessment/Collection Service	18,000.00		-	18,000.00	100%
20252500	Engineering Services	6,000.00		-	6,000.00	100%
20253100	Legal Services	15,000.00	1,158.50	1,158.50	13,841.50	92%
20256200	Transcribing Services	1,000.00	107.00	183.00	817.00	82%
20257100	Security Services	5,000.00		-	5,000.00	100%
20259100	Other Professional Services	10,000.00	180.47	12,898.14	(2,898.14)	-29%
20259101	Computer Consultants	6,000.00	500.00	1,000.00	5,000.00	83%
20281201	PC Hardware	10,000.00	4,284.80	4,284.80	5,715.20	57%
20281202	PC Software	6,000.00	185.52	386.21	5,613.79	94%
20281203	PC Supplies	1,000.00		-	1,000.00	100%
20281900	Elections	0.00		-	0.00	#DIV/0!
20285100	Recreational Services	180,000.00	18,601.08	24,346.43	155,653.57	86%
20285200	Recreational Supplies	40,000.00	5,507.70	7,433.03	32,566.97	81%
20289800	Other Operating Exp - Supplies	2,000.00	(443.00)	(443.00)	2,443.00	122%
20289900	Other Operating Exp - Services	2,000.00		-	2,000.00	100%
20291100	System Development Services	3,000.00		-	3,000.00	100%
20296200	GS Parking Charges	200.00	1.75	1.75	198.25	99%
	<b>SUB-TOTAL</b>	<b>480,800.00</b>	<b>68,240.19</b>	<b>93,403.82</b>	<b>387,396.18</b>	<b>81%</b>
<b>3000</b>	<b>OTHER CHARGES</b>					
30321000	Interest Expense	14,000.00		-	14,000.00	100%
30322000	Bond/Loan Redemption	70,000.00	429.93	429.93	69,570.07	99%
30345000	Taxes/Licenses/Assess Trans	2,500.00		-	2,500.00	100%
	<b>SUB-TOTAL</b>	<b>86,500.00</b>	<b>429.93</b>	<b>429.93</b>	<b>86,070.07</b>	<b>100%</b>



Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditures	Expenditures to Date	Funds Available	% Left
<b>4000</b>	<b>FIXED ASSETS</b>					
41410100	Land	0.00		-	0.00	
42420200	Struc. & Improvements	270,000.00		-	270,000.00	100%
43430300	Vehicles/Equipment	0.00		-	0.00	#DIV/0!
	<b>SUB-TOTAL</b>	<b>270,000.00</b>	<b>-</b>	<b>-</b>	<b>270,000.00</b>	<b>100%</b>
<b>5000</b>	<b>INTERFUND CHARGES</b>					
50557100	Fingerprinting Service	4,000.00	122.00	282.00	3,718.00	93%
	<b>SUB-TOTAL</b>	<b>4,000.00</b>	<b>122.00</b>	<b>282.00</b>	<b>3,718.00</b>	<b>93%</b>
79790100	<i>Contingency Appropriations</i>	0.00		-	0.00	0%
	<i>Deposit into Reserves</i>	0.00		-	0.00	0%
	<b>GRAND TOTAL</b>	<b>2,698,300.00</b>	<b>279,950.67</b>	<b>461,412.03</b>	<b>2,236,887.97</b>	<b>83%</b>

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

Account Number	Revenue Account	2018/2019 Budgeted Revenue	Realized This Period	Collection YTD Balance	YTD Uncollected Balance	% Collected
91910100	Prop. Taxes - Current Secured	1,340,000		0.00	1,340,000.00	0.00%
91910200	Prop. Taxes - Current Unsecured	40,000		0.00	40,000.00	0.00%
91910300	Supplemental Taxes Current	10,000		0.00	10,000.00	0.00%
91910400	Prop. Taxes Sec. Delinquent	10,000		0.00	10,000.00	0.00%
91910500	Prop. Taxes Supp. Delinq.	500		0.00	500.00	0.00%
91910600	Unitary Current Secured	12,000		0.00	12,000.00	0.00%
91910800	Prior Year Supple-Delinq	-		0.00	0.00	
91910900	Education Rev. Augment. Fund	-		0.00	0.00	
91911000	Prop. Tax - Sec. Delinq. Roll	-		0.00	0.00	
91912000	Prop. Tax - Sec. Redemption	-		0.00	0.00	
91913000	Prop. Tax Prior - Unsecured	1,000		0.00	1,000.00	0.00%
91914000	Penalty Costs - Prop. Tax	200		0.00	200.00	0.00%
91919900	Taxes - Other	-		0.00	0.00	
	<b><i>SUB-TOTAL TAXES 9100</i></b>	<b><i>1,413,700</i></b>	<b><i>0.00</i></b>	<b><i>0.00</i></b>	<b><i>1,413,700.00</i></b>	<b><i>0.00%</i></b>
94941000	Interest Income	4,000		0.00	4,000.00	0.00%
94942900	Building Rental Other	100,000	14,514.76	26,813.27	73,186.73	26.81%
94943900	Cell Tower Leases	19,600	2,611.78	5,223.56	14,376.44	26.65%
94944800	Rec.Concessions Final 9	17,000	500.00	1,000.00	16,000.00	5.88%
94945900	Other Vending Devices	2,000		0.00	2,000.00	0.00%
94949000	Concessions - Other	-		0.00	0.00	
95952200	Homeowner Prop. Tax Relief	15,000		0.00	15,000.00	0.00%
95952900	In-Lieu Taxes	270,000		0.00	270,000.00	0.00%
95956900	State Aid - Other Misc. Programs	-		0.00	0.00	
96963313	Miscellaneous Fees	1,000	946.18	946.18	53.82	94.62%
96964600	Recreation Service Charges	485,000	41,762.53	105,930.63	379,069.37	21.84%
96969700	Security Services	2,500	1,425.70	2,099.70	400.30	83.99%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	-	16.35	16.35	-16.35	
97973200	Recreation Contributionss	-		0.00	0.00	
97973300	Orangevale Clubs	-		0.00	0.00	
97974000	Insurance Proceeds	2,500	468.65	468.65	2,031.35	18.75%
97979000	Revenue - Other	500	15.00	35.00	465.00	7.00%
	<b><i>SUB-TOTAL OTHER MISC. INCOME</i></b>	<b><i>919,100</i></b>	<b><i>62,260.95</i></b>	<b><i>142,533.34</i></b>	<b><i>776,566.66</i></b>	<b><i>15.51%</i></b>
	<b><i>TOTAL BUDGET AMOUNT</i></b>	<b><i>2,332,800</i></b>	<b><i>62,260.95</i></b>	<b><i>142,533.34</i></b>	<b><i>2,190,266.66</i></b>	<b><i>6.11%</i></b>

OLLAD EXPENDITURES  
FOR THE MONTH ENDING  
AUGUST 31, 2018

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906005943	20210300	NORTHERN CALIFORNIA INALL	Agricultural/Horticultural Services	450.00
1905993992	20210400	AMERICAN RIVER ACE HARDWA	Agriculture/Horticulture Supplies	69.51
1905994977	20211200	US BANK CORPORATE PAYMENT	Building Maintenance Supplies/Materials	73.80
1905994977	20211200	US BANK CORPORATE PAYMENT	TAX ACCRUAL	5.72
1905993992	20211200	AMERICAN RIVER ACE HARDWA	Building Maintenance Supplies/Materials	375.43
1906001497	20211200	GREG FOELL OR JASON BAIN	Building Maintenance Supplies/Materials	21.46
				<b>476.41</b>
1905989355	20212200	AQUA SOURCE INC	Chemical Supplies	3,890.64
1700111946	20212200	AQUA SOURCE INC	Chemical Supplies	-40.00
1906001503	20212200	AQUA SOURCE INC	Chemical Supplies	271.88
1906005942	20212200	AQUA SOURCE INC	Chemical Supplies	3,890.64
				<b>8,013.16</b>
1905988772	20214200	TOLLEFSON AND ASSOCIATES	Land Improvement Maintenance Supplies	36.53
1905990304	20214200	BERCO REDWOOD INC	Land Improvement Maintenance Supplies	1,533.12
1905994764	20214200	NATIONAL PARTS CORPORATIO	Land Improvement Maintenance Supplies	390.72
1906000937	20214200	SITEONE LANDSCAPE SUPPLY	Land Improvement Maintenance Supplies	66.82
				<b>2,027.19</b>
1906005913	20215200	CARQUEST	Mechanical System Maintenance Supplies	244.78
1906009031	20215200	LOWES BUSINESS ACCOUNT	Mechanical System Maintenance Supplies	300.00
				<b>544.78</b>
1905993992	20216200	AMERICAN RIVER ACE HARDWA	Painting Supplies	63.98
1905993996	20216800	GOLD COUNTRY TRACTOR INC	Plumbing Maintenance Supplies	83.81
1905993996	20216800	GOLD COUNTRY TRACTOR INC	TAX ACCRUAL	0.39
1905993992	20216800	AMERICAN RIVER ACE HARDWA	Plumbing Maintenance Supplies	139.99
1906000937	20216800	SITEONE LANDSCAPE SUPPLY	Plumbing Maintenance Supplies	261.75
1906009031	20216800	LOWES BUSINESS ACCOUNT	Plumbing Maintenance Supplies	88.85
				<b>574.79</b>
1905990300	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	1,027.69
1905990297	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	13.28
1906000937	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	1,801.69
1906002669	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	548.84
				<b>3,391.50</b>
1905996861	20218500	STATE OF CALIFORNIA	Permit Charges	146.25
1906005558	20218500	COUNTY OF SACRAMENTO	Permit Charges	181.00
				<b>327.25</b>
1905992427	20219100	SMUD	Electricity	8,461.29
1905992425	20219200	PACIFIC GAS AND ELECTRIC	Natural Gas/LPG/Fuel Oil	330.66
1905994977	20219300	US BANK CORPORATE PAYMENT	Ref Coll/Disposal Service	131.00
1905996825	20219300	ALLIED WASTE SERVICES OF	Ref Coll/Disposal Service	1,674.74
				<b>1,805.74</b>
1905989347	20219500	COUNTY OF SACRAMENTO	Sewage Disposal Service	1,351.91
1906005941	20219500	UNITED SITE SERVICES	Sewage Disposal Service	177.86
1906005939	20219500	UNITED SITE SERVICES	Sewage Disposal Service	177.86
1906009045	20219500	UNITED SITE SERVICES	Sewage Disposal Service	403.78
				<b>2,111.41</b>

OLLAD EXPENDITURES  
FOR THE MONTH ENDING  
AUGUST 31, 2018

1905994977	20219800	US BANK CORPORATE PAYMENT	Water	123.93
1906001501	20219800	SAN JUAN WATER DISTRICT	Water	303.24
1906005564	20219800	ORANGE VALE WATER COMPANY	Water	8,314.20
				<b>8,741.37</b>
1906005913	20220600	CARQUEST	Auto Maintenance Supply	<b>27.97</b>
1905994228	20223600	FLEETCOR TECHNOLOGIES	Fuel/Lubricants	<b>1,597.58</b>
1905994977	20228200	US BANK CORPORATE PAYMENT	Shop Equipment Maintenance Supplies	290.75
1905994977	20228200	US BANK CORPORATE PAYMENT	TAX ACCRUAL	13.87
1906009050	20228200	W W GRAINGER	Shop Equipment Maintenance Supplies	829.68
				<b>1,134.30</b>
1905994977	20229100	US BANK CORPORATE PAYMENT	Other Equipment Maintenance Service	<b>221.67</b>
1905992462	20229200	SITEONE LANDSCAPE SUPPLY	Other Equipment Maintenance Supplies	11.60
1905992459	20229200	SITEONE LANDSCAPE SUPPLY	Other Equipment Maintenance Supplies	820.64
1905994977	20229200	US BANK CORPORATE PAYMENT	Other Equipment Maintenance Supplies	160.71
				<b>992.95</b>
1905996828	20231400	UNIFIRST CORPORATION	Clothing/Personal Supplies	<b>94.20</b>
1905994004	20232200	BURKETT'S OFFICE SUPPLY	Custodial Supplies	101.35
1905993995	20232200	NELSONS BUILDING MAINTENA	Custodial Supplies	175.91
1905996828	20232200	UNIFIRST CORPORATION	Custodial Supplies	78.36
1906005913	20232200	CARQUEST	Custodial Supplies	90.15
				<b>445.77</b>
1905988774	20252500	SCI CONSULTING GROUP	Engineering Service	<b>7,130.76</b>
1905992456	20257100	SACRAMENTO VALLEY ALARM S	Security Service	121.98
1905993993	20257100	FULTON-EL CAMINO REC & PA	Security Service	1,300.00
1906002771	20257100	FULTON-EL CAMINO REC & PA	Security Service	1,045.00
				<b>2,466.98</b>
1905993994	20259100	NEIGHBORLY PEST MANAGEMEN	Other Professional Service	169.00
1906001497	20259100	GREG FOELL OR JASON BAIN	Other Professional Services	11.46
1906001506	20259100	MTW GROUP	Other Professional Services	5,868.50
				<b>6,048.96</b>
1905993992	20289800	AMERICAN RIVER ACE HARDWA	Other Operating Expence Supplies	<b>114.14</b>

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

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditures	Expenditures to Date	Funds Available	% Left
<b>2000</b>	<b>SERVICES &amp; SUPPLIES</b>					
20207600	Office Supplies	500.00		-	500.00	100%
20207602	Signs	500.00		-	500.00	100%
20207603	Keys	2,000.00		-	2,000.00	100%
20206100	Membership Dues	1,000.00		-	1,000.00	100%
20210300	Agricultural/Horticultural Service	12,000.00	450.00	862.50	11,137.50	93%
20210400	Agricultural/Horticultural Supply	15,000.00	69.51	611.70	14,388.30	96%
20211200	Building Maint. Supplies	10,000.00	476.41	617.44	9,382.56	94%
20212200	Chemicals	30,000.00	8,013.16	11,903.80	18,096.20	60%
20213100	Electrical Maint. Service	6,000.00		8,645.64	(2,645.64)	-44%
20213200	Electrical Maint. Supplies	2,000.00		-	2,000.00	100%
20203500	Education/Training Service	3,000.00		-	3,000.00	100%
20214100	Land Improv. Maint. Service	20,000.00		-	20,000.00	100%
20214200	Land Improv. Maint. Supplies	46,000.00	2,027.19	2,852.93	43,147.07	94%
20215100	Mechanical System Maint. Ser	10,000.00		-	10,000.00	100%
20215200	Mechanical System Maint. Sup	3,000.00	544.78	742.30	2,257.70	75%
20216200	Painting Supplies	1,500.00	63.98	63.98	1,436.02	96%
20216700	Plumbing Maint. Service	1,000.00		-	1,000.00	100%
20216800	Plumbing Maint. Supplies	4,000.00	574.79	645.14	3,354.86	84%
20218100	Irrigation Service	2,000.00		-	2,000.00	100%
20218200	Irrigation Supplies	18,000.00	3,391.50	5,327.70	12,672.30	70%
20218500	Permit Charges	2,000.00	327.25	424.75	1,575.25	79%
20219100	Electricity	83,000.00	8,461.29	15,483.93	67,516.07	81%
20219200	Natural Gas / LPG/ Fuel Oil	30,000.00	330.66	999.93	29,000.07	97%
20219300	Refuse Collection / Disposal Service	24,000.00	1,805.74	3,460.35	20,539.65	86%
20219500	Sewage Disposal Service	14,000.00	2,111.41	2,467.13	11,532.87	82%
20219800	Water	51,000.00	8,741.37	14,432.07	36,567.93	72%
20219900	Telephone System Maintenance	3,000.00		-	3,000.00	100%
20220500	Auto Maintenance Service	6,000.00		112.51	5,887.49	98%
20220600	Auto Maintenance Supplies	6,000.00	27.97	335.42	5,664.58	94%
20221200	Construction Equip. Maint. Sup.	500.00		-	500.00	100%
20222600	Expendable Tools	4,000.00		-	4,000.00	100%
20223600	Fuel & Lubricants	18,000.00	1,597.58	3,122.99	14,877.01	83%
20227500	Rent/Lease Equipment	5,000.00		288.30	4,711.70	94%
20228100	Shop Equip. Maint. Service	2,000.00		-	2,000.00	100%
20228200	Shop Equip. Maint. Supplies	7,000.00	1,134.30	1,390.96	5,609.04	80%
20229100	Other Equip. Maint. Service	2,500.00	221.67	221.67	2,278.33	91%
20229200	Other Equip. Maint. Supplies	4,000.00	992.95	992.95	3,007.05	75%
20231400	Clothing/Personal Supplies	4,000.00	94.20	94.20	3,905.80	98%
20232200	Custodial Supplies	20,000.00	445.77	1,915.81	18,084.19	90%
20250500	Accounting Services	3,000.00		-	3,000.00	100%
20252500	Engineering Services	15,000.00	7,130.76	7,130.76	7,869.24	52%
20253100	Legal Services	18,000.00		7,404.00	10,596.00	59%
20257100	Security Services	16,000.00	2,466.98	2,466.98	13,533.02	85%
20259100	Other Professional Services	38,000.00	6,048.96	12,586.46	25,413.54	67%
20289800	Other Operating Expenses Sup.	3,500.00	114.14	222.09	3,277.91	94%
	<b>SUB-TOTAL</b>	<b>567,000.00</b>	<b>57,664.32</b>	<b>107,826.39</b>	<b>459,173.61</b>	<b>81%</b>

<b>Account Number</b>	<b>Expenditure Account</b>	<b>Budgeted 2018/2019</b>	<b>Current Expenditures</b>	<b>Expenditures to Date</b>	<b>Funds Available</b>	<b>% Left</b>
<b>3000</b>	<b>OTHER CHARGES</b>					
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		157.05	1,042.95	87%
	<b>SUB-TOTAL</b>	<b>1,200.00</b>	<b>-</b>	<b>157.05</b>	<b>1,042.95</b>	<b>87%</b>
<b>4000</b>	<b>FIXED ASSETS</b>					
42420200	Struc. & Improvements	110,000.00		-	110,000.00	0%
43430300	Equipment	70,000.00		-	70,000.00	0%
	<b>SUB-TOTAL</b>	<b>180,000.00</b>	<b>-</b>	<b>-</b>	<b>180,000.00</b>	<b>0%</b>
	<b>GRAND TOTAL</b>	<b>748,200.00</b>	<b>57,664.32</b>	<b>107,983.44</b>	<b>640,216.56</b>	<b>86%</b>



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

<b>Account Number</b>	<b>Expenditure Account</b>	<b>Budgeted 2018/2019</b>	<b>Current Expenditures</b>	<b>Expenditures to Date</b>	<b>Funds Available</b>	<b>% Left</b>
<b>2000</b>	<b>SERVICES &amp; SUPPLIES</b>					
20200500	Advertise/Legal Notices	500.00		-	500.00	100%
20207600	Office Supplies	100.00		-	100.00	100%
20207602	Signs	50.00		-	50.00	100%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20219800	Water	800.00	39.19	78.38	721.62	90%
20223600	Fuel & Lubricants	600.00	66.57	121.59	478.41	80%
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%
	<b>SUB-TOTAL</b>	<b>5,430.00</b>	<b>105.76</b>	<b>199.97</b>	<b>5,230.03</b>	<b>96%</b>
<b>4000</b>	<b>FIXED ASSETS</b>					
42420200	Struc. & Improvements	0.00		-	0.00	0%
	<b>SUB-TOTAL</b>	<b>0.00</b>	<b>-</b>	<b>-</b>	<b>0.00</b>	<b>0%</b>
	<b>GRAND TOTAL</b>	<b>5,430.00</b>	<b>105.76</b>	<b>199.97</b>	<b>5,230.03</b>	<b>96%</b>





# STAFF REPORT



DATE: 9-13-18

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: MONTHLY ACTIVITY REPORT – AUGUST 2018

## ADMINISTRATION

- Director Montes and District Staff met to discuss plans for the OVparks 35<sup>th</sup> Anniversary event.
- Administrator Foell met with City of Citrus Heights staff and a resident on Drywood Court regarding the Electric Greenway Project.
- Administrator Foell met with Brad Squires and discussed Mr. Squires ideas to establish an Orangevale Community Council.
- The District staff met with Peter Larimer from MTW to discuss the Orangevale Community Park Master Plan.
- Administrator Foell participated in a CARPD legislative committee conference call.
- Administrator Foell attended the Electric Greenway kick-off meeting.
- Administrator Foell, Superintendent Von Aesch, and Foreman Fuhlrodt met with Rick Richards from CAPRI and conducted the CAPRI Safety Visitation for 2018.
- Administrator Foell and Superintendent Von Aesch met with Richard Brandis from Brandis Tallman LLC regarding District Financing.

## RECREATION

August Activities	Enrollment	Attendance	Gross Revenue
<b>Aquatics</b>			
Full Moon & Sunset Paddlers	2		\$ 108.00
Swim Lessons Session 5	111		\$ 6,990.00
<b>Aquatics Sub Total</b>	<b>113</b>	<b>0</b>	<b>\$ 7,098.00</b>
<b>Classes</b>			
Aikido Teen/Adult	6		\$ 726.00
Aikido Youth	9		\$ 449.00
Babysitting CPR	1		\$ 37.00
Babysitting Safety	1		\$ 57.00
Ballet - Baby	5		\$ 213.00
Ballet - Pre Ballet	2		\$ 84.00
Basic Life Support CPR & AED	1		\$ 62.00
Dance - Hustle	1		\$ 62.00
Dance - Night Club Two Step	2		\$ 104.00
Gymnastics - Kinder Gym	2		\$ 184.00
Gymnastics - Parent Participation	2		\$ 174.00
Gymnastics - Tot	3		\$ 261.00
Jazzercise		361	
Karate - Preschool	1		\$ 137.00
Karate - SA Shotokan	9		\$ 1,479.00
Kids Ninja	3		\$ 306.00

Mini Ninja	1		\$ 65.00
Natural Soap Making	2		\$ 82.00
Pediatirc CPR & First Aid	2		\$ 154.00
TwirlSport Cheer	5		\$ 266.00
TwirlSport Tumbling	2		\$ 107.00
<b>Classes Sub Total</b>	<b>60</b>	<b>361</b>	<b>\$ 5,009.00</b>
<b>Middle School Sports</b>			
Carnegie Volleyball	66		\$ 7,062.00
Flag Football	11		\$ 1,177.00
Gold River Volleyball	23		\$ 2,430.00
Golden Valley Charter Volleyball	37		\$ 3,959.00
Orangevale Open Volleyball	22		\$ 2,354.00
Pasteur Volleyball	34		\$ 3,545.00
<b>Middle School Sports Sub Total</b>	<b>193</b>	<b>0</b>	<b>\$ 20,527.00</b>
<b>Recing Crew</b>			
Session 9	47		\$ 6,970.00
<b>Recing Crew Sub Total</b>	<b>47</b>	<b>0</b>	<b>\$ 6,970.00</b>
<b>SENIORS</b>			
Bridge	85		\$ 85.00
Mens 50+ 3 on 3 Basktball	4		\$ 128.00
M.O.V.E. mid day movie		9	
Senior Lunches		138	
<b>Seniors Sub Total</b>	<b>89</b>	<b>147</b>	<b>\$ 213.00</b>
<b>Trips</b>			
Off to Red Hawk		16	
Graton Casino Daytrip	13		\$ 630.00
<b>Trips Sub Total</b>	<b>13</b>	<b>16</b>	<b>\$ 630.00</b>
<b>GRAND TOTAL</b>	<b>515</b>	<b>524</b>	<b>\$ 40,447.00</b>

**August Gross Revenue Recap** – August OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$56,046, \$6,046 over the projected amount. August recreation revenue came in at \$41,862, \$1,862 over the projected amount and facility revenue in came in at \$14,185, \$4,185 over the projected amount. *Please note the revenue referenced here includes prepayments for future programs while the revenue figures listed in the chart on the previous page represent revenue attributed to programs occurring in August.*

#### PROGRAM HIGHLIGHTS

- Hot Dog Hoe Down had 213 people attend.
- Dive-In Movie had 93 people attend.
- Rec'ing Crew had great ending to their summer with a trip to Skatetown and Gold Bug Mine, and the end of year potluck with the campers.
- Amazing Athletes wrapped up its first classes. It is our sports program for kids 18 months to 6 years old.

#### UPCOMING EVENTS

- September 15 Fall Rummage Sale
- October 12 Kids Night Out
- October 19 Family Fright Night

## SECURITY

**Fulton-El Camino Park District Police Department**  
**Monthly Status Report for: Orangevale Recreation and Park District**  
**Reporting Period: 08/01/2018 to 08/31/2018**

### **Parking Citations Issued:**

2018-08-08 11:42:00 OV Community Park (Disc Golf): CVC 5204 (a) CURRENT REGISTRATION TABS NOT PROPERLY DISPLAYED

2018-08-04 11:39:00 OV Community Park (Disc Golf): CVC 5204 (a) CURRENT REGISTRATION TABS NOT PROPERLY DISPLAYED

2018-08-19 13:35:00 Almond Park: CVC 4000 (a) NO CURRENT REGISTRATION

2018-08-19 13:27:00 Almond Park: CVC 4000 (a) NO CURRENT REGISTRATION

## PARKS

### • **Park Infrastructure**

- Nelson Kirk repaired approximately 15 ft of fence at Orangevale Community Park.
- Bruce Edwards and Nelson Kirk repaired approximately 20 ft of fence near the horse arena (School area fence).
- Doug Fuhlrodt repaired the wooden bridge located behind Green Oaks Elementary School.

#### Playground

- Nelson Kirk continues to do playground inspections and repairs on site if necessary.

#### Mechanics

- Water pump on Silverado Truck.
- Front axle replaced on zd1211 mower.

### • **Park Irrigation**

#### **All Parks**

- Scott Wade and Jaime Rodriguez replaced a valve and added a sprinkler at OV Community Park.
- Bruce Edwards replaced a valve at Almond Park.
- Scott Wade continues with the monitoring of the irrigation system.
- Staff replaced 4 valves at Palisades, OV Community, and Pecan Park.
- Staff replaced 12 sprinkler heads replaced at Pecan, OV Community and Almond Park.
- Staff did some electrical trouble shooting at Filbert Charter School and solenoid replacement due to irrigation system communication issues.

### • **Park Grounds**

#### **All Parks**

- Staff continues with detail maintenance and mowing in all parks.
- Staff chipped two large piles of branches dumped in the open space behind the Community Center.
- A new weed control program was started to eradicate purslane. Speed-Zone was application at the Community Center baseball field, our test site.
- Doug and Scott seeded the large area of the Dog Park.

### • **Other Reports**

- Horacio Oropeza just joined the OVparks family as the new Park Superintendent.

# STAFF REPORT



DATE: 9-13-18

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: APPROVAL OF ADDENDUM TO THE AGREEMENT BETWEEN THE ORANGEVALE RECREATION AND PARK DISTRICT AND FINAL 9 SPORTS DATED OCTOBER 10, 2002 TO EXTEND THE TERM FOR AN ADDITIONAL FIVE YEARS THROUGH OCTOBER 9, 2023**

---

## **RECOMMENDATION**

Approve the Addendum to the Agreement between the Orangevale Recreation and Park District and Final 9 Sports dated October 10, 2002 to extend the term for an additional five years through October 9, 2023.

## **BACKGROUND**

In October of 2002 the District contracted with Final 9 Sports to provide concession services at the Disc Golf Course in Orangevale Community Park. The initial Agreement was for three years. The agreement was extended for three additional years in 2005 and for an additional five years in 2008. The 2008 extension changed the monthly rate from \$400 to \$500 per month and kept the revenue share at five percent. All other provisions remained the same. The current agreement expires on October 9, 2018. On June 11, 2010, the District amended the Agreement to state that tournaments would be subject to Facility Use Agreements and included a statement to clarify the use and payment for utilities. All other provisions remained the same. The agreement with Final 9 Sports to provide concession services in Orangevale Community Park has been mutually beneficial. Final 9 Sports not only provides the concession operation but also organizes volunteer efforts including with the Shady Oaks Disc Golf Club to provide course improvements and maintenance. Final 9 Sports has organized hundreds of hours of volunteer work. Projects have included tree plantings, the Disc Golf Shade Structure, fascia and gutters for the structure, concrete work around the structure with barbecues, installation of a putting area, Eagle Scout projects to repair and replace walking bridges and to add picnic tables and pads, and other miscellaneous projects and clean-ups. Revenues from the Agreement have provided resources to purchase materials to accomplish many of these projects and to provide park security services that benefit the disc golf course and the entire District. Revenues associated with the Agreement have remained static over the past five years. Yearly revenue includes \$6,000 per year in monthly rent and approximately \$11,000 per year in revenue share for total yearly revenue of approximately \$17,000. Attached are the Addendum, the original agreement with extensions, and sales revenues over the past five years of the Agreement. Staff recommends approval of the Addendum through October 9, 2023 at the current monthly rent of \$500 and five percent revenue share.

## **RECOMMENDED MOTION**

I move that we approve the Addendum to the Agreement between the Orangevale Recreation and Park District and Final 9 Sports dated October 10, 2002 and extend the term for an additional five years through October 9, 2023.

**ADDENDUM TO AGREEMENT BETWEEN THE  
ORANGEVALE RECREATION AND PARK DISTRICT  
AND FINAL 9 SPORTS DATED OCTOBER 10, 2002  
AS AMENDED ON JUNE 11, 2010,  
AND AS AMENDED ON SEPTEMBER 25, 2013**

This Addendum is entered into between the parties to the Agreement between the ORANGEVALE RECREATION AND PARK DISTRICT (“Park District”) and FINAL 9 SPORTS (“Concessionaire”) dated October 10, 2002, and as amended on June 11, 2010 and September 25, 2013. This Addendum is entered into as of \_\_\_\_\_, 2018.

On or about October 10, 2002, Park District and Concessionaire entered into an Agreement authorizing Concessionaire to operate a disc golf facility and operations on District property (hereinafter referred to as the “Agreement”).

On or about October 10, 2005 the parties executed an Exercise of Option to Extend Term of Agreement Dated October 10, 2002 by and between Orangevale Recreation and Park District and Final 9 Sports, extending the term of the Agreement to October 10, 2008.

On or about October 10, 2008, the parties executed another Exercise of Option to extend the term of the Agreement to October 10, 2013.

On or about June 11, 2010, the parties entered into an Amendment to Agreement revising specific provisions of the initial Agreement dated October 10, 2002.

On or about September 25, 2013, the parties entered into an Amendment to Agreement to extend the term of Agreement to October 9, 2018.

The parties desire to revise the term of the Agreement as follows:

1. Extend the Term of Agreement Dated October 10, 2002 as amended on June 11, 2010 and September 25, 2013 for an additional five years beginning October 10, 2018, and terminating on October 9, 2023.

2. Except as previously amended by the parties, all other provisions in the Agreement remain in full force and effect. From and after the date of this Addendum, whenever the term “Agreement” appears, it shall mean the Agreement as revised by this Addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of \_\_\_\_\_, 2018.

**ORANGEVALE RECREATION AND PARK DISTRICT**

By \_\_\_\_\_  
District Administrator

Date \_\_\_\_\_

**FINAL 9 SPORTS**

By \_\_\_\_\_  
Bruce Knisley

Date \_\_\_\_\_

By \_\_\_\_\_  
Jenny Knisley

Date \_\_\_\_\_

## AGREEMENT

This Agreement is made and entered into this 10<sup>th</sup> day of October, 2002, by and between ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California and a Recreation Park District formed pursuant to the provisions of Public Resources Code section 5780 et seq (hereinafter referred to as "Park District"), and FINAL 9 SPORTS, a California business association, hereinafter referred to as "Concessionaire."

### RECITALS

- A. Park District is the owner of the real property known as the ORANGEVALE COMMUNITY PARK which consists generally of open space, a disc golf course, tennis courts, picnic area, and an equestrian arena.
- B. Concessionaire is in the business of operating a disc golf shop in Orangevale which sells items such as disc golf supplies and clothing and provides disc golf instructional services to members of the public. Concessionaire has conducted this business for 4 years and has also organized 4 yearly disc golf tournaments, three of which are played at the disc golf facility located in Orangevale Community Park.
- C. Concessionaire desires to locate its existing disc golf business in Orangevale Community Park by means of leasing a portion of the property owned by Park District at Orangevale Community Park and locating thereon a moveable, modular building to serve as its disc golf pro shop. Concessionaire has presented a Proposal to Park District to establish a disc golf pro shop in Orangevale Community Park, to sell disc golf supplies, clothing, food and beverages and other related items to members of the public who utilize the disc golf facility at Orangevale Community Park, and to provide disc golf instructional services to the public. This Proposal is dated March, 2002 and is incorporated herein by this reference.
- D. Park District hereby finds that it is in the public interest to enter into an Agreement with Concessionaire by which Concessionaire will lease a portion of Park District's property at Orangevale Community Park upon which it will locate a modular building to serve as Concessionaire's disc golf pro shop. Such a facility will improve and expand recreational opportunities within Orangevale Community Park, will provide an additional revenue stream to Park District to help it support its park and recreation programs, and will provide additional recreation instructional services to members of the public.

NOW, THEREFORE, it is agreed as follows:

1. **GRANT OF CONCESSION:**

Concessionaire is hereby granted an exclusive concession and privilege to (1) occupy and use a portion of the real property owned by Park District known as Orangevale Community Park as specified on Exhibit A (hereinafter the "Premises"), attached hereto and incorporated herein by this reference upon which to locate a removable, modular building to be used by Concessionaire as a disc golf pro shop; and (2) to occupy and use Park District's disc golf facility within Orangevale Community Park for disc golf instruction services; and (3) to occupy and use existing parking facilities in Orangevale Community Park for the use of Concessionaire's disc golf pro shop customers.

2. **TERM AND OPTION TO EXTEND TERM:**

The initial term of this Agreement shall commence October 10, 2002 and terminate October 9, 2005. Concessionaire is given the option to renew all of the provisions contained in this Agreement for an additional three (3) year term following expiration of the initial term, but only upon written approval by Park District's Board of Directors.

3. **USE:**

Concessionaire agrees that its sole use of the premises shall consist of the operation of a disc golf pro shop open to the public, together with related sale of merchandise, training and instructional programs. Concessionaire acknowledges and agrees that no user fees shall be charged either by Park District or Concessionaire with respect to public use of Park District's disc golf facilities. Concessionaire is permitted by this Agreement to supply for rental by the general public disc golf supplies suitable for use on Park District's preexisting disc golf facilities. Such disc golf supplies shall be clearly marked as to rental fee on a sign located on the premises. Such rental fees for disc golf supplies shall be subject to the written approval of Park District's Board of Directors. All signage used by Concessionaire shall be approved in writing prior to use by Park District.

Concessionaire agrees to supply and have ready for sale at its disc golf pro shop, disc golf supplies including golf discs, disc golf bags, baskets, mini discs and mini baskets, sport clothing including t-shirts, sweatshirts and hats, rental discs and supplies, miscellaneous notions such as sun glasses, sun screen, water bottles, disc golf video and books, snacks and non-alcoholic drinks and disc golf instructional services suitable for sale to the public using the disc golf facility as may be agreed upon between Concessionaire and Park District. All items for sale shall be clearly marked as to price. The price of the merchandise to be sold should be competitive



with the prices of similar merchandise at other retail stores in the area.

Concessionaire's operation of a disc golf pro shop and instructional facility shall be consistent with accepted rules of the Professional Disc Golf Association (PDGA). Operating rules and regulations at the disc golf facility are subject to the approval of Park District's Board of Directors.

Concessionaire agrees that it shall, at its sole cost and expense, provide a removable, modular building with a foot print of approximately 20 feet by 30 feet to serve as a disc golf pro shop at Orangevale Community Park. Concessionaire and Park District agree that said modular building will be located in Orangevale Community Park at a location which is mutually acceptable to Park District and Concessionaire, which location is tentatively agreed to be adjacent to existing bathrooms at Orangevale Community Park. Concessionaire represents and acknowledges that the modular building which it will provide will satisfy all existing federal, state and local statutes, ordinances, rules and regulations including regulations with respect to fire alarms, security alarms, and handicap accessibility pursuant to the American's with Disabilities Act.

Concessionaire agrees that it shall not use the property at Orangevale Community Park for any use other than those specified in this Agreement without Park District's written consent.

Concessionaire shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance, provided that it is mutually understood and agreed that the use of disc golf facilities will in no event be deemed by Park District to violate this prohibition against nuisance and/or unreasonable annoyance.

Concessionaire agrees that Park District's disc golf facilities at Orangevale Community Park and its disc golf pro shop shall be open and available for use by members of the general public between the hours of 10:00 a.m. and 6:00 p.m. 7 days per week, except state holidays. In no event shall the hours of

operation extend beyond the hours of operation of Orangevale Community Park.

Concessionaire shall conduct its business at Orangevale Community Park under the trade name of Final 9 Sports.

4. **RENT:**

Concessionaire shall pay to Park District for the right to operate its disc golf pro shop and to conduct instructional services on the premises known as Orangevale Community Park a fixed monthly rent in the sum of \$400 per month; and an additional 5% of Concessionaire's monthly gross revenues derived from the operation of

the disc golf pro shop. With respect to disc golf instructional services, all group lessons will be offered by Concessionaire through a group instructional program sponsored by Park District. Park District shall be responsible for all registration services with respect to members of the public who wish to avail themselves of group disc golf instructional services offered by Concessionaire. All funds received by Park District for group disc golf instructional services offered by Concessionaire shall be separately accounted for and shall not be commingled with the fixed monthly rent or the percentage of Concessionaire's monthly gross revenues received by Park District pursuant to this Agreement. At the end of each calendar quarter, 50% of the total registration fees received by Park District from group disc golf instructional services provided by Concessionaire shall be paid to Concessionaire. Park District is entitled to the remaining 50% of total registration fees from group disc golf instructional services provided by Concessionaire.

Concessionaire shall have the ability to provide private disc golf instructional services to individuals throughout the term of this Agreement and Park District will not be entitled to any share of the revenues received by Concessionaire from providing private individual disc golf instructional services on the Premises.

The term "monthly gross revenue" as used herein shall mean all receipts by Concessionaire from retail sales and rentals directly arising out of the use and occupancy of the Premises. Revenues derived from Concessionaire's wholesale sale of merchandise to clubs and sales related to its website business are not included in the term "monthly gross revenue".

These payments for the right to operate a disc golf pro shop at Orangevale Community Park shall be payable to Park District as follows:

(a) A fixed monthly rental of \$400 shall be paid in advance on the first day of each month commencing on the date the term commences and continuing during the term of this Agreement, as rental for the real property occupied by the modular building to be installed on Park District property at the sole expense of Concessionaire.

(b) The additional rental based on a percentage of monthly gross revenues shall be payable to Park District quarterly and shall be paid on or before the fifteenth (15) day of the month following the end of each calendar quarter. Therefore, the additional rental based on a percentage of monthly gross revenues shall be paid on or before the 15<sup>th</sup> day of October, January, April and July throughout the term of this Agreement. Concessionaire shall furnish Park District with each such quarterly payment a complete statement reflecting all monthly gross revenues from the operation of the disc golf pro shop and any other business conducted on the Premises during the prior quarter.

Concessionaire shall at all times keep and maintain, or cause to be kept or maintained full, true, accurate and correct records, books and accounts showing all monthly gross revenues as herein above defined. Concessionaire specifically agrees that said books, records and accounts shall at all times be maintained so as to reflect the monthly gross revenue as herein above defined separate and apart from all other income or receipts of Concessionaire. Said records, books and accounts shall at any and all times during regular business hours be open to the inspection of Park District and its auditors or other authorized representatives or agents upon 48 hours notice for the purpose of examining and auditing the same and taking extracts therefrom without costs to Concessionaire. Concessionaire shall, on demand, furnish Park District with any and all statements, information and other supporting data relating to said monthly gross revenue and said expenditures as Park District or its accountants may reasonably require.

(c) It is agreed by and between Park District and Concessionaire that Concessionaire shall be solely responsible for all costs and expenses associated with purchase and/or rental of the moveable modular building to be installed on Park District property; all costs and expenses associated with providing utilities to Concessionaire's modular building including, but not limited to, water, electricity, gas, sewer, etc.; all costs and expenses in the form of building permit fees or other local, state and/or federal regulatory fees imposed due to the location of Concessionaire's business on Park District property; reimbursement of legal fees incurred by Park District in drafting this Agreement, negotiating the terms and conditions of this Agreement in a sum and not to exceed \$1200.

5. **HOURS OF OPERATION:**

Concessionaire agrees that its disc golf pro shop shall be open and operating between the hours of 10:00 a.m. to 6:00 p.m. 7 days per week, except state holidays and for such additional times as may be desired by Concessionaire. In no event shall the hours of operation extend beyond the hours of operation of Orangevale Community Park.

6. **ALTERATIONS AND IMPROVEMENTS:**

Concessionaire may, at Concessionaire's expense make such changes, alterations, modifications, and additions to the removable modular building which it installs on Park District property. Concessionaire may not expand the footprint of the modular building it installs on the Premises without the prior written consent of Park District. Likewise, Concessionaire may not make any changes, alterations, modifications, or additions to Park District's existing disc golf facility without the prior written approval of Park District's Board of Directors. Any such changes, alterations, modifications, or additions to Park Districts existing disc golf facility shall comply with all zoning and building ordinances and

regulations, as well as rules and regulations of the Professional Disc Golf Association. All costs of such changes, alterations, modifications, or additions shall be paid for by Concessionaire.

Upon the expiration of the term of this Agreement or any earlier termination thereof, or any renewal thereof, Concessionaire shall surrender to Park District possession of Park District's disc golf facilities, Park District's parking facilities, and that portion of Orangevale Community Park occupied by Concessionaire's removable modular building. Concessionaire shall remove its modular building together with all removable furniture, furnishings, fixtures, and equipment installed by Concessionaire on Park District property. Any of said property not removed from Park District property within thirty (30) days after the date of termination shall be considered abandoned and shall belong to Park District without the payment of any consideration.

7. **MAINTENANCE AND REPAIRS:**

Concessionaire shall at its own cost and expense, during the full term of this Agreement, keep and maintain the modular building containing the disc golf pro shop and the areas adjoining the building in good order, condition and repair, including the parking lots and sidewalks adjacent to said building and the landscaping adjacent to the building. However, it is agreed between Concessionaire and Park District that Park District will be responsible for maintenance of the disc golf course, parking lot and other recreational facilities at Orangevale Community Park. Concessionaire will be responsible for all major repairs required with respect to the modular building which it installs on Park District's premises.

Concessionaire shall keep and maintain all of said premises in Orangevale Community Park in which it conducts business, including instructional classes, in good and sanitary order, condition and repair at all times. At the expiration of the term of this Agreement or upon its earlier termination, Concessionaire shall deliver possession of said premises to Park District, and Concessionaire covenants and agrees that at the time of said expiration or termination it will remove, at its sole cost and expense, the modular building located on the premises and that the premises at Orangevale Community Park will be in good, neat and sanitary physical condition, ordinary wear and tear and damage by fire or other casualties excepted.

Park District shall not be obligated to make any repairs made necessary by the negligence of Concessionaire or its agents, servants, licensees or invitees.

By entry hereunder, Concessionaire accepts the premises as being in good and sanitary order, condition and repair and Concessionaire waives the provisions of Section 1941 and Section 1942 of the Civil Code of the State of California.

8. NON-LIABILITY OF PARK DISTRICT FOR DAMAGES AND INDEMNIFICATION OF AGREEMENT:

This Agreement is made upon the express condition that the Park District is to be free from all liability and claims for damage by reason of any injury to any person or persons, including Concessionaire, its agents and employees, or by reason of any injury to property of any kind whatsoever, and to whomever belonging, including Concessionaire, its agents and employees, from any cause or causes whatsoever, arising out of Concessionaire's performance of this agreement, or any extension thereof.

Concessionaire hereby agrees to defend and indemnify Park District and save Park District harmless from any and all claims, liability, damages, expenses, causes of action, suits or judgments, together with any and all cost or expenses connected with the investigation or defense thereof, including legal fees incurred in connection with said investigation and defense, by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of this Agreement by Concessionaire, or any agent or employee of Concessionaire; (2) any alleged negligent act or omission of Concessionaire, or Concessionaire's agents or employees, in connection with any acts performed or required to be performed pursuant to this Agreement. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused by Park District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of Park District or its employees.

9. FIRE AND WORKERS' COMPENSATION INSURANCE:

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

A. Public Liability, and Property Damage Insurance

Concessionaire 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 \$3 million dollars for one or more persons injured or property damaged in each occurrence.

The public liability and property damage insurance furnished by Concessionaire shall also name Park District as an additional insured and shall directly protect, as well as provide for the defense of Park District, its officers, agents and employees, as well as Concessionaire, and Concessionaire's subcontractors, suppliers, agents and employees, from all suits, actions, damages, losses or claims of every type or description to which they may be

subjected by reason of, or resulting from Concessionaire's operations in the performance of the work pursuant to this Agreement and all insurance policies shall so state. Said insurance shall also specify that it acts as primary insurance. Said insurance shall also insure performance by Concessionaire of the indemnity provisions of this Agreement.

Concessionaire further agrees that it will, at all times during the term of this Agreement, at its own cost and expense, obtain and keep in full force and effect naming both Park District and Concessionaire as insureds thereunder, fire, windstorm and extended coverage insurance in an amount equal to the actual replacement cost of the modular building installed on the property by Concessionaire without deduction for physical depreciation.

B. Workers' Compensation Insurance

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

By execution of this Agreement, Concessionaire 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 take 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, Concessionaire agrees to furnish to Park District a certified copy of the insurance policies that 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 Park District under terms satisfactory to Park District. Said certified policies of insurance shall be furnished to Park District prior to commencing the services 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 Park District shall have received written notification of such cancellation or reduction.

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

10. LICENSES AND PERMITS:

Concessionaire shall comply with all licensing requirements of the State of California applicable to Concessionaire's use of the premises, and Concessionaire shall comply with all federal, state, county and city laws, regulations or ordinances affecting the premises, the improvements thereon, the conditions existing thereon, and all activities conducted on the premises, including, without limitation, the obligation of Concessionaire at Concessionaire's expense to alter, repair, maintain and restore the premises in compliance and conformity with all laws and regulations relating to the condition, use or occupancy of the premises.

11. TAXES:

Concessionaire shall, at its sole cost and expense, pay any and all taxes for which it is responsible, or which may be assessed against it.

A. Possessory Interest Tax.

Under this Agreement a possessory interest subject to property taxation may be created. Notice is hereby given pursuant to Revenue and Taxation Code section 107.6 that such possessory interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interests. Also, the interest created by this Agreement may be subject to special taxation pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code section 53311, et seq.), and a party in whom a possessory interest is vested may be subject to the payment of special taxes levied on such interest pursuant to that Act.

B. Right to Contest Taxes.

Concessionaire shall have the right in its own name, or to the extent necessary in Park District's name, to contest in good faith and by all appropriate proceedings the amount, applicability or validity of any possessory interest tax assessment pertaining to the disc golf pro shop at Orangevale Community Park and Concessionaire's operations thereon.

In the event Concessionaire initiates such contest, Park District shall reasonably cooperate with Concessionaire, provided that such contest will not subject any part of Park District's property to forfeiture or loss.

If at any time, payment of any tax or assessment becomes necessary and Concessionaire has exhausted its remedies with respect to contesting the amount, applicability or validity of any such tax assessment pertaining to the disc golf pro shop facilities at Orangevale Community Park, Concessionaire shall then timely pay such tax or assessment.

12. DAMAGE TO OR DESTRUCTION OF PREMISES:

In the event of loss or damage to or destruction of the removable modular building installed on the premises by Concessionaire by fire or any extended coverage insured against by any insurance policy, Concessionaire shall collect the proceeds and shall apply them to the rebuilding, restoring or repair of the damaged or destroyed building to the same general condition in which it existed at the time of the occurrence of said event. If the net proceeds of said insurance are insufficient, Concessionaire may elect to pay any additional funds necessary to complete the repair and restoration of the modular building. If Concessionaire elects not to pay said additional funds, then this Agreement shall terminate. However, Park District may elect to pay any excess amount required to repair or restore the modular building and thereby continue the terms and conditions of this Agreement in full force and effect.

Concessionaire hereby waives the provisions of Section 1932 subdivision 2 and Section 1933 subdivision 4 of the Civil Code of the State of California.

Concessionaire shall not be liable for the payment of any rent accruing during the period of time required for the repair or restoration of the modular building if Concessionaire's business cannot be operated during this period. However, if Concessionaire is able to continue to use the building and the premises after the destruction and during the period of repair and restoration, Concessionaire shall be liable for payment of rent as stated herein, subject to negotiation with Park District.

13. UTILITIES:

Concessionaire shall pay for all gas, electricity, telephone, trash collection and all other utilities and services used upon or furnished to the premises or the modular building Concessionaire will install on Park District property during the term of this Agreement. Concessionaire shall also reimburse Park District for the cost incurred by Park District in furnishing water for Concessionaire's use in its modular building in an amount to be agreed upon between Park District and Concessionaire.

14. INSPECTION AND FINANCIAL STATEMENTS:

Park District or its duly authorized representative or agents may enter upon the premises at any and all reasonable times during the term of this Agreement for the purpose of determining whether Concessionaire is complying with the terms and conditions hereof, and for any other purpose incidental to the rights of Park District. Concessionaire shall deliver to Park District an audited financial statement at least once a year.



15. ASSIGNMENT AND SUBLETTING:

Concessionaire shall have no right, authority or power to sell or assign the concession rights herein granted to any other person, nor shall Concessionaire have any right, authority or power to allow or permit any other person or party to have any interest in this Agreement without the written consent of Park District. It is the purpose and intent of this Agreement to grant said concession privileges solely to said Concessionaire and neither directly nor indirectly to any other person or party. The assignment, subletting or encumbrance of said concession rights without the prior written consent of Park District shall be void and, at the option of Park District, shall terminate this Agreement. No assignment shall relieve Concessionaire of its obligations under the terms of this Agreement. The written consent of Park District to one assignment, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person.

16. DEFAULT BY CONCESSIONAIRE:

The occurrence of any of the following shall constitute a default by Concessionaire:

(a) Failure to pay rent or any other sum due hereunder when due, if the failure continues for a period of thirty (30) days after said payment became due as provided herein.

(b) Abandonment or vacation of the premises (failure to occupy and/or operate the business on said premises for ten (10) consecutive days) shall be deemed an abandonment and vacation except when caused by acts of God, forces of nature or other causes beyond the control of the Concessionaire.

(c) Failure to perform any other provision of this Agreement if the failure to perform is not cured within thirty (30) days after notice has been given to Concessionaire.

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

Park District can continue this Agreement in full force and effect and the Agreement will continue in effect as long as Park District does not terminate Concessionaire's right to possession, and Park District shall have the right to collect rent when due. During the period Concessionaire is in default, Park District can enter the premises and relet them, the improvements and the furniture, furnishings, fixtures, equipment, supplies and other personal property on the premises, or any part or parts of them to third parties for the account of Concessionaire. Concessionaire shall be liable immediately to Park District for all costs Park District

incurs in reletting the premises, including, without limitation, brokers' commissions, expenses of remodeling the premises required by the reletting, attorneys' fees and like costs. Reletting can be for a period shorter or longer than the remaining term of this Agreement. Concessionaire shall pay to Park District on the due date specified herein, all sums required of Concessionaire under this Agreement, plus Park District's cost of reletting, less the rent Park District received from any reletting. No act by Park District allowed by this Paragraph shall terminate this Agreement unless Park District notifies Concessionaire that Park District elects to terminate this Agreement. After Concessionaire's default, and for as long as Park District does not terminate Concessionaire's right to possession of the premises, Concessionaire have the right to assign or sublet their interest in this Agreement if Concessionaire shall obtains Park District's written consent, but Concessionaire shall not be released from liability. Park District's consent to a proposed assignment or subletting shall not be unreasonably withheld.

Upon default by Concessionaire as defined herein, Park District can terminate Concessionaire's right to possession of the premises at any time. Upon termination, Concessionaire shall immediately surrender and vacate the premises, and all improvements, in broom clean condition. Park District may immediately reenter and take possession of the premises and all remaining improvements and all furniture, furnishings, fixtures, equipment, supplies and all other personal property owned by Concessionaire in the operation of the business of Concessionaire. Termination under this Paragraph shall not relieve Concessionaire from the payment of any sums then due to Park District, or for money claimed for damages previously accrued or then accruing against Concessionaire. No act by Park District, other than giving notice of default to Concessionaire, shall terminate this Agreement. Acts of maintenance or preservation or efforts to relet the property, or the appointment of a receiver upon the initiative of the Park District to protect the Park District's interest under the Agreement, shall not constitute a termination of Concessionaire's right to possession.

On termination, Park District has the right to recover from Concessionaire:

(a) The worth at the time of award of the unpaid rent which had been earned at the time of termination of this Agreement.

(b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Concessionaire proves could have been reasonably avoided.

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amounts of such rental loss that Concessionaire proves could be reasonably avoided.

(d) Any other amount necessary to compensate Park District for all the detriment proximately caused by Concessionaire's failure to perform its obligations under the Agreement, or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in Paragraphs (a) and (b) of this Paragraph is to be computed by allowing interest at the rate of ten percent (10%) per annum. The "worth at the time of award" of the amount referred to in Paragraph (c) is to be computed by discounting said amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

17. **DEFAULT BY PARK DISTRICT:**

The failure of Park District to perform any of its obligations pursuant to the provisions of this Agreement shall constitute a default by Park District if Concessionaire notifies Park District of its failure to perform any of its obligations pursuant to the provisions of this Agreement in writing, and Park District fails to initiate performance within sixty (60) days after such written notice has been given to Park District by Concessionaire. In the event of such default by Park District, Concessionaire shall have the option of terminating this Agreement.

18. **LIENS:**

Ten (10) days before commencement of any work, improvement or repair which will cost in excess of Two Hundred Fifty Dollars (\$250.00), Concessionaire shall notify Park District in writing of its intention to commence said work. Said notice is to be given for the express purpose of permitting Park District to post a Notice of Non-responsibility to protect Park District's interests in the leased premises from the attachment of any mechanic's liens.

19. **ATTORNEYS' FEES:**

Concessionaire shall reimburse Park District for all legal fees incurred by Park District in negotiating the terms of and drafting this Agreement in a sum not to exceed \$1200. Concessionaire shall also reimburse Park District for any and all reasonable attorneys' fees incurred by Park District and necessitated by the default of Concessionaire in the performance of this Agreement.

In the event of any litigation between the parties hereto arising out of this Agreement or in connection with the premises, the losing party agrees to pay to the prevailing party a reasonable sum as and for attorneys' fees, which will be added to and become a part of any judgment therein.

20. NON-WAIVER:

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

21. CONCESSIONAIRE AS INDEPENDENT CONTRACTOR:

The parties hereto agree that at all times during the term of this Agreement, Concessionaire and Concessionaire's employees hired to perform services pursuant to this Agreement are independent contractors for all purposes of this Concessionaire Agreement. Under no circumstances shall Concessionaire or Concessionaire's employees be considered agents or employees of Park District. Concessionaire acknowledges, therefore, that it and its agents and employees are not entitled to workers' compensation benefits from Park District should Concessionaire or its agents and employee sustain an injury in the course of performing services specified in this Agreement. Park District shall have the right to control Concessionaire only as to the results to be obtained in operation of the disc golf pro shop and provision of group disc golf instructional services at Orangevale Community Park, but not as to the means of accomplishing such results. Concessionaire shall be solely responsible for and have control over the means, methods, details, techniques and procedures for operation of the disc golf pro shop and provision of disc golf instructional services at Orangevale Community Park referred to in this Agreement. Concessionaire shall have no authority, express or implied, to act on behalf of Park District in any capacity whatsoever as an agent except as Park District may specify in writing. Concessionaire shall have no authority, express or implied, pursuant to this Agreement, to bind Park District to any obligation whatsoever.

22. NEGATION OF PARTNERSHIP:

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

23. AGREEMENT TO BIND SUCCESSORS AND ASSIGNS:

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

24. PARAGRAPH HEADINGS:

The paragraph headings are titles to the paragraphs of this Agreement and are inserted for reference only, and are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

25. COMPLETE AGREEMENT:

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

26. SERVICE OF NOTICE:

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

ORANGEVALE RECREATION AND PARK DISTRICT  
6826 Hazel Avenue  
Orangevale, CA 95662

FINAL 9 SPORTS  
  
Orangevale, CA 95662

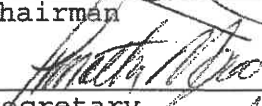
27. TIME:

Time is of the essence of this Agreement and all that is herein contained.

IN WITNESS WHEREOF, the ORANGEVALE RECREATION AND PARK DISTRICT has caused this concession Agreement to be executed on its behalf by the Chairman and Secretary of its Board of Directors, and FINAL 9 SPORTS has executed this Agreement the day and year first above written.

ORANGEVALE RECREATION AND PARK DISTRICT

By  \_\_\_\_\_  
Chairman

By  \_\_\_\_\_  
Secretary

FINAL 9 SPORTS

By  \_\_\_\_\_

**EXERCISE OF OPTION TO EXTEND TERM OF  
AGREEMENT DATED OCTOBER 10, 2002 BY AND BETWEEN  
ORANGEVALE RECREATION AND PARK DISTRICT  
AND FINAL 9 SPORTS**

Pursuant to Section 2 of the Agreement between Final 9 Sports and Orangevale Recreation and Park District dated on or about October 10, 2002, Final 9 Sports desires to exercise its option to extend said Agreement for an additional three (3) year term, and to renew all of the provisions contained in said Agreement.

Orangevale Recreation and Park District hereby approves and accepts said extension. The new term of the Agreement shall be from October 10, 2005 and shall terminate on October 9, 2008.

All other provisions of the Agreement shall continue in full force and effect.

Dated:

ORANGEVALE RECREATION AND  
PARK DISTRICT

By Michael L. Sturkey  
Chairman

By Sharon Brunberg  
Secretary

Dated:

10/14/05

FINAL 9 SPORTS

By Bruce Knise

**EXERCISE OF OPTION TO EXTEND TERM OF  
AGREEMENT DATED OCTOBER 10, 2008 BY AND BETWEEN  
ORANGEVALE RECREATION AND PARK DISTRICT  
AND FINAL 9 SPORTS**

Pursuant to Section 2 of the Agreement between Final 9 Sports and Orangevale Recreation and Park District, dated on or about October 10, 2002; Final 9 Sports desires to exercise its option to extend said Agreement for an additional five (5) year term, and to renew all of the provisions contained in said Agreement. The changes are to be length of extended contract five (5) years, change in the monthly rate from \$400 per month rent to \$500 per month rent, and keeping the revenue share at 5%.

Orangevale Recreation and Park District hereby approves and accepts said extension. The new term of the Agreement shall be from October 10, 2008 and shall terminate on October 9, 2013.

All other provisions of the Agreement shall continue in full force and effect.

Dated:


ORANGEVALE RECREATION AND  
PARK DISTRICT

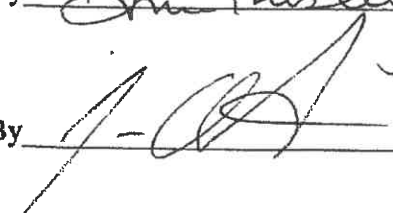
By   
District Administrator

By \_\_\_\_\_  
Secretary

Dated: 10-17-08

FINAL 9 SPORTS

By 

By 

By \_\_\_\_\_

ADMIN.final9contractextensionagreemt.9.08

**ADDENDUM TO AGREEMENT BETWEEN THE  
ORANGEVALE RECREATION AND PARK DISTRICT  
AND FINAL 9 SPORTS DATED OCTOBER 10, 2002  
AS AMENDED ON JUNE 11, 2010**

This Addendum is entered into between the parties to the Agreement between the ORANGEVALE RECREATION AND PARK DISTRICT ("Park District") and FINAL 9 SPORTS ("Concessionaire") dated October 10, 2002, and as amended on June 11, 2010. This Addendum is entered into as of September 25, 2013.

On or about October 10, 2002, Park District and Concessionaire entered into an Agreement authorizing Concessionaire to operate a disc golf facility and operations on District property (hereinafter referred to as the "Agreement").

On or about October 10, 2005 the parties executed an Exercise of Option to Extend Term of Agreement Dated October 10, 2002 by and between Orangevale Recreation and Park District and Final 9 Sports, extending the term of the Agreement to October 10, 2008.

On or about October 10, 2008, the parties executed another Exercise of Option to extend the term of the Agreement to October 10, 2013.

On or about June 11, 2010, the parties entered into an Amendment to Agreement revising specific provisions of the initial Agreement dated October 10, 2002.

The parties desire to revise the term of the Agreement as follows:

1. Extend the Term of Agreement Dated October 10, 2002 as amended on June 11, 2010 for an additional five years beginning October 10, 2013, and terminating on October 9, 2018.
2. Except as previously amended by the parties, all other provisions in the Agreement remain in full force and effect. From and after the date of this Addendum, whenever the term "Agreement" appears, it shall mean the Agreement as revised by this Addendum.


IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of September 25, 2013.

**ORANGEVALE RECREATION AND PARK DISTRICT**

By   
District Administrator

Date 9/25/13

**FINAL 9 SPORTS**

By   
Bruce Knisley

Date 9/24/13

By   
Jim Oates

Date 9/24/13



**Orangevale Recreation and Park District  
Final 9 - Quarterly Payments**

Date	Gross Sales	5% Pmt	Receipt #	Date	Gross Sales	5% Pmt	Receipt #
<b>2014</b>							
1st Quarter	60,607.39	3,030.37	63441	1st Quarter	63,265.00	3,163.25	18603
2nd Quarter	56,202.83	2,810.14	68291	2nd Quarter	53,229.60	2,661.48	24126
3rd Quarter	50,310.40	2,515.52	70605	3rd Quarter	45,583.11	2,279.16	27766
4th Quarter	46,582.00	2,329.10	72327	4th Quarter	50,858.00	2,542.90	30225
Total		10,685.13				10,646.79	
<b>2015</b>							
1st Quarter	62,526.60	3,126.33	74392	1st Quarter	60,152.40	3,007.62	
2nd Quarter	57,146.00	2,857.30	78834	2nd Quarter	58,783.79	2,939.19	
3rd Quarter	63,616.00	3,180.80	80574	3rd Quarter			
4th Quarter	52,625.00	2,631.25	84665	4th Quarter			
		11,795.68					
<b>2016</b>							
1st Quarter	65,242.09	3,262.10	5466				
2nd Quarter	50,079.00	2,503.95	9803				
3rd Quarter	53,988.09	2,699.40	12324				
4th Quarter	48,395.80	2,419.79	15577				
		10,885.24					

# STAFF REPORT



DATE: 9-13-18

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: PUBLIC HEARING: DETERMINATION OF MAJOR AMENITIES INCLUDING LOCATIONS FOR THE FINAL ORANGEVALE COMMUNITY PARK MASTER PLAN**

---

## **RECOMMENDATION**

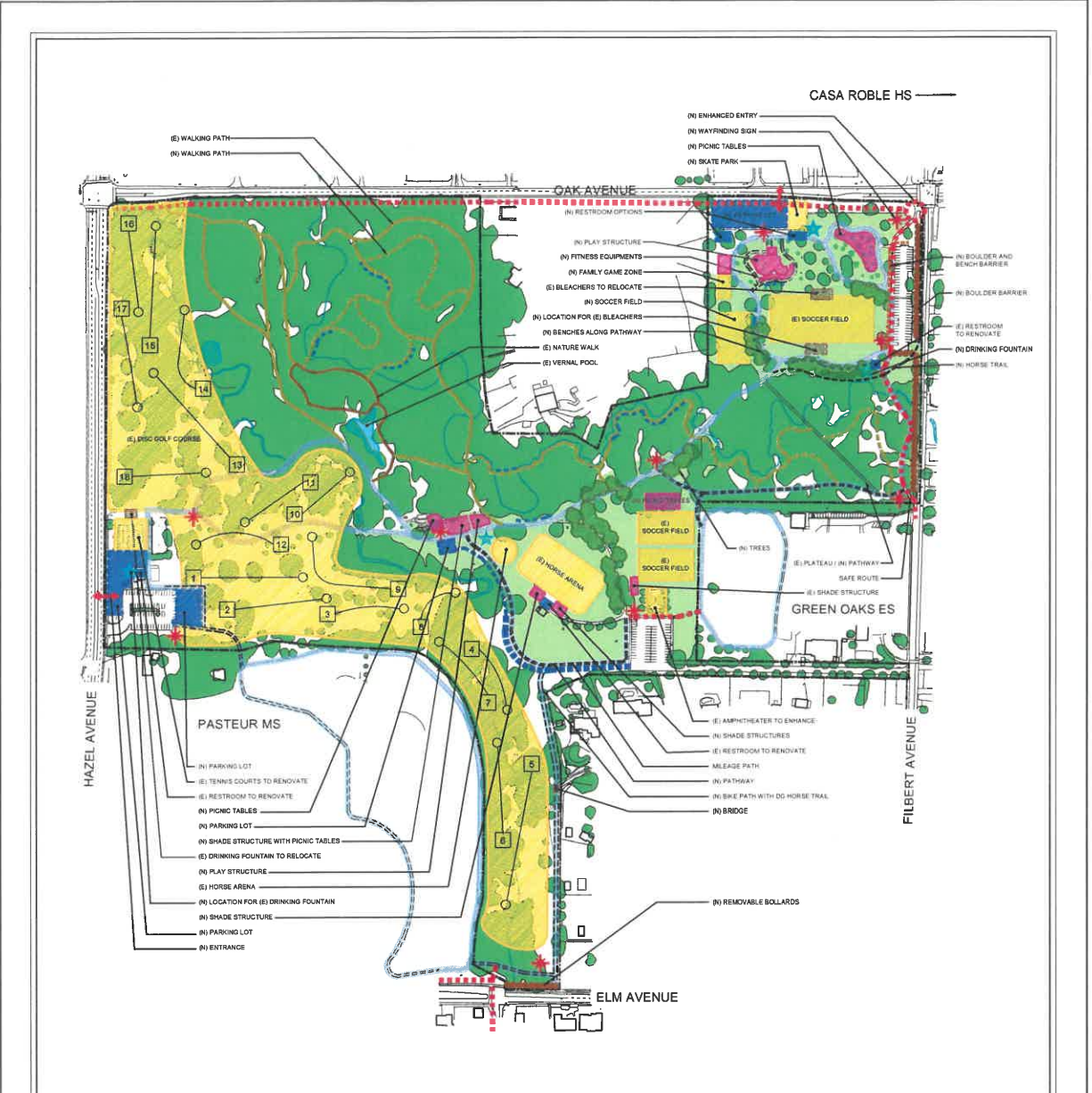
Discuss and approve the major amenities including locations for the final Orangevale Community Park Master Plan including restroom, skate park, water spray feature, trails, etc.

## **BACKGROUND**

The District is close to completing the master plan for Orangevale Community Park after receiving public input at four public meetings and through community surveys. The final master plan will be considered at the November 8, 2018 Board of Directors meeting. One of the significant challenges and goal of the plan was to consider opportunities to integrate each of the major areas into the whole and connect them in a way that provides a more synergistic appeal to the public. The master plan process to date has developed six area plans within the 76-acre park which are included for reference. Peter Larimer from MTW Architects will present the area plans with draft designs and cost estimates for the major elements. After the staff presentation the Board will conduct the public hearing. After the public hearing, the Board will provide direction on the major elements of the plan to the staff and landscape architect for completion of the final master plan documents for the November Board meeting.

## **RECOMMENDED MOTION**

None.



KEY	LEGEND	KEY	LEGEND	KEY	LEGEND
	NEW ENHANCED ENTRY		EXISTING WALKING PATH		NEW EQUIPMENT / SITE FURNITURE
	NEW ENTRANCE		NEW WALKING PATH		EXISTING VERNAL POOL
	SAFE ROUTE		EXISTING NATURE WALK WITH SIGNAGE TO BE RE-DONE		EXISTING INFRASTRUCTURES TO RELOCATE
	NEW TRAFFIC BARRIER		NEW FACILITIES		NEW LOCATION FOR EXISTING INFRASTRUCTURES
	NEW BOULDER AND BENCH BARRIER		NEW RESTROOMS		NEW PARKING LOT
	NEW BENCHES ALONG PATHWAY		EXISTING FACILITIES		NEW TREES
	NEW WAYFINDING SIGN		EXISTING RESTROOMS BEING RE-USED		DRINKING FOUNTAIN
	MILEAGE PATH		DISC GOLF TEE BOX AND BASKET		BRIDGE
	NEW PATHWAY				
	NEW HORSE TRAIL				
	EXISTING RAILROAD PLATEAU				
	NEW PATHWAY				
	NEW ROADWAY				



**ORANGEVALE COMMUNITY PARK**  
**MASTER PLAN**  
 ORANGEVALE RECREATION AND PARK DISTRICT  
 ORANGEVALE, CA

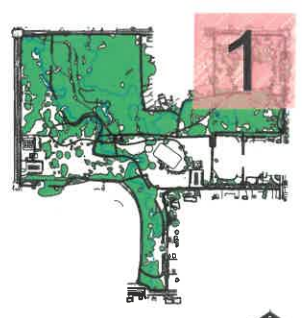




LANDSCAPE ARCHITECTURE AND PLANNING
2707 K STREET
Suite 201
Sacramento, CA 95816
916.369.3960



KEY	LEGEND	KEY	LEGEND	KEY	LEGEND
	NEW ENHANCED ENTRY		EXISTING WALKING PATH TO IMPROVE		NEW PARKING LOT
	NEW ENTRANCE		NEW FACILITIES		NEW TREES
	SAFE ROUTE		NEW RESTROOMS		NEW WAYFINDING SIGN
	NEW BOULDER BARRIER		EXISTING FACILITIES		NEW DRINKING FOUNTAIN
	NEW BOULDER AND BENCH BARRIER		NEW EQUIPMENT / SITE FURNITURE		
	NEW BENCHES ALONG PATHWAY		EXISTING INFRASTRUCTURES TO RELOCATE		
	MILEAGE PATH		NEW LOCATION FOR EXISTING INFRASTRUCTURES		
	NEW PATHWAY		NEW HORSE TRAIL		
	EXISTING PLATEAU / NEW PATHWAY				





**ORANGEVALE COMMUNITY PARK**  
**MASTER PLAN - OAK AND FILBERT ACTIVE REC AREA**  
 ORANGEVALE RECREATION AND PARK DISTRICT  
 ORANGEVALE, CA

LANDSCAPE ARCHITECTURE AND PLANNING

2707 K STREET

Site 201

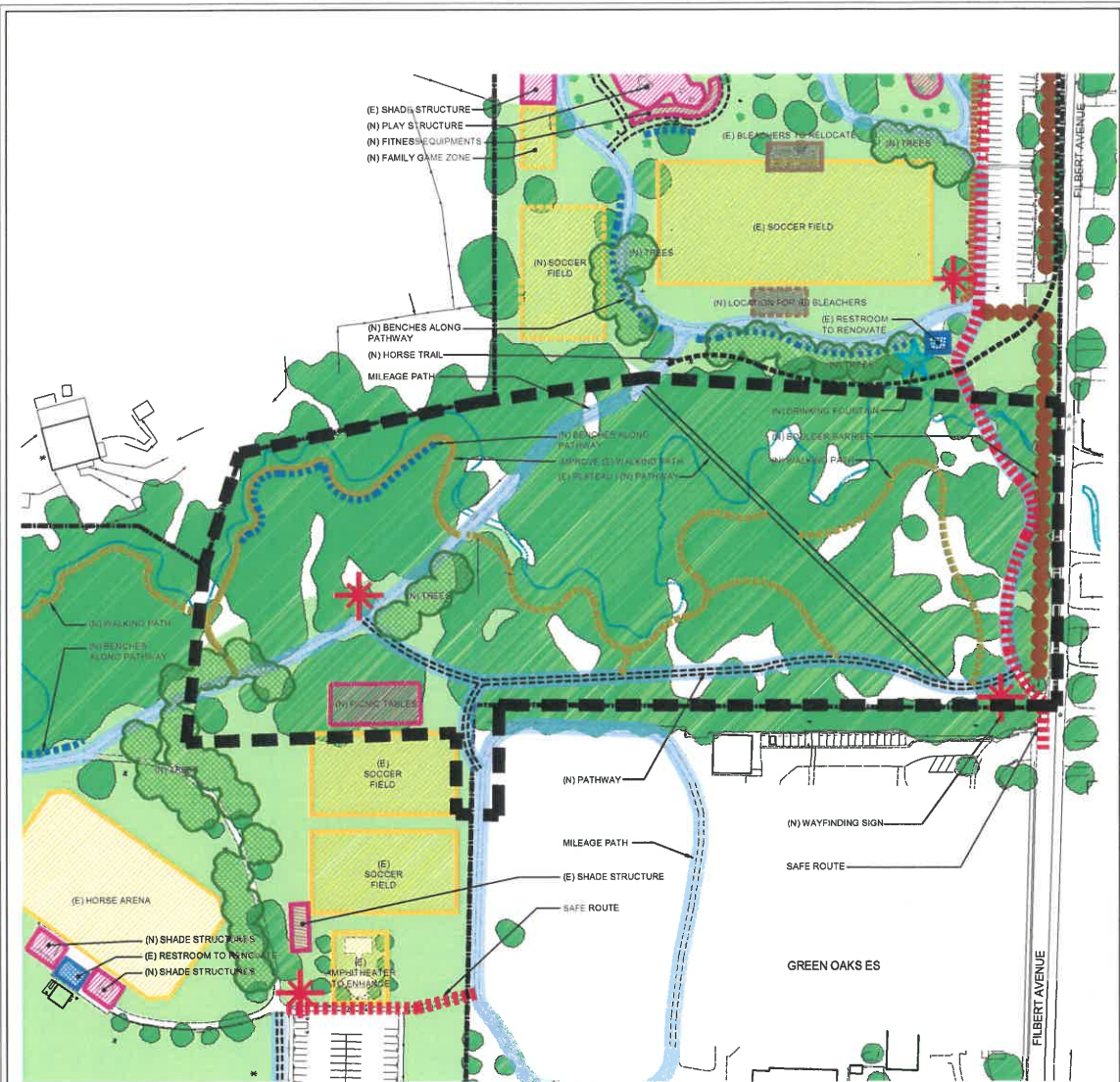
Sacramento, CA 95816

916 369 3990



1"=40'  
7/6/18

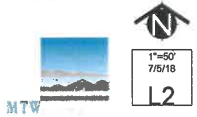
L1

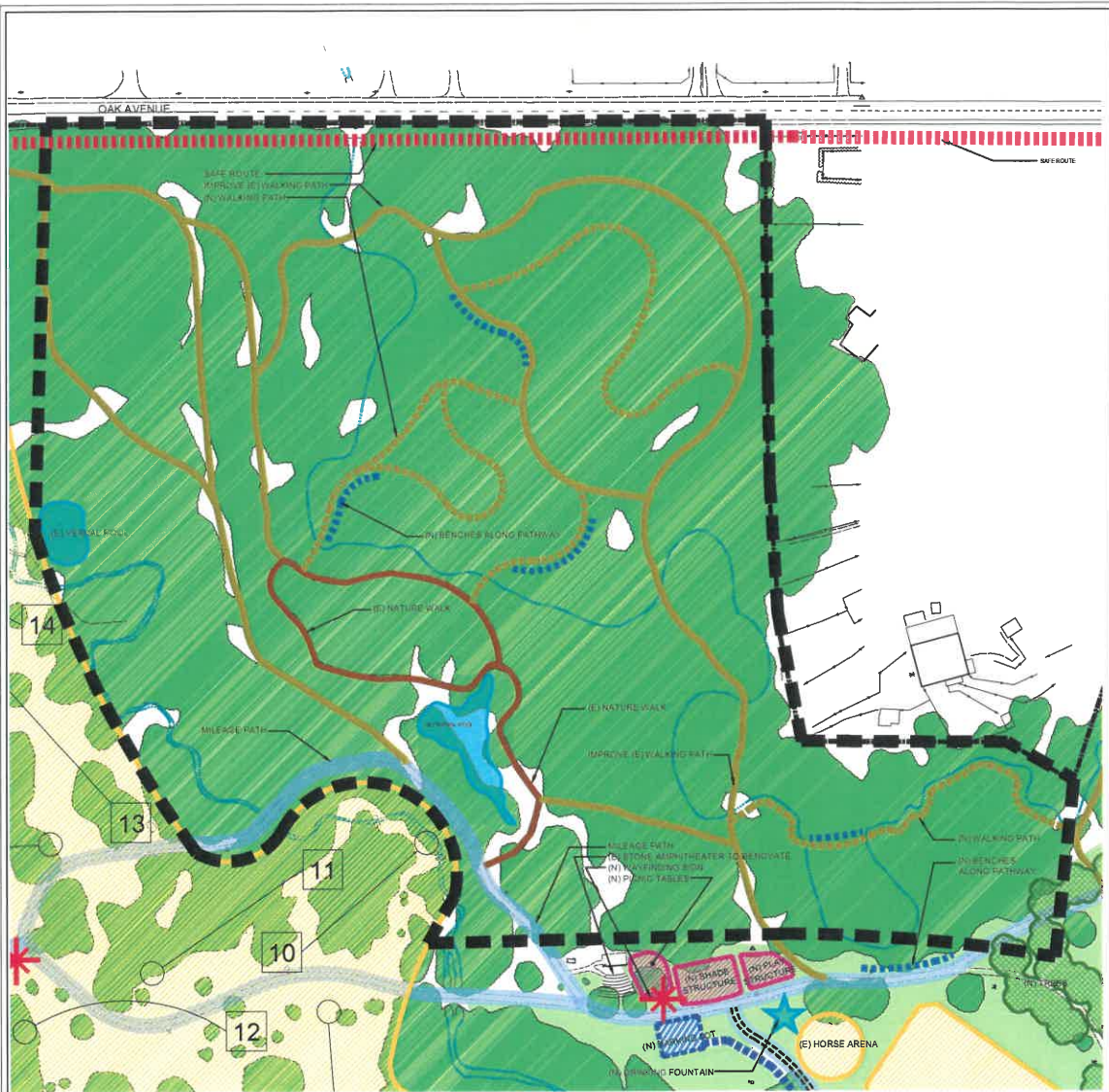


KEY	LEGEND	KEY	LEGEND	KEY	LEGEND
	SAFE ROUTE		EXISTING PLATEAU / NEW PATHWAY		NEW WAYFINDING SIGN
	NEW BOULDER BARRIER		EXISTING FACILITIES		NEW TREES
	MILEAGE PATH		NEW FACILITIES		EXISTING RESTROOMS (ROOM NUMBER)
	NEW PATHWAY		EXISTING EQUIPMENT / SITE FURNITURE		
	NEW BOULDER AND BENCH BARRIER		NEW EQUIPMENT / SITE FURNITURE		
	NEW BENCHES ALONG PATHWAY		NEW HORSE TRAIL		
	EXISTING WALKING PATH				
	NEW WALKING PATH				

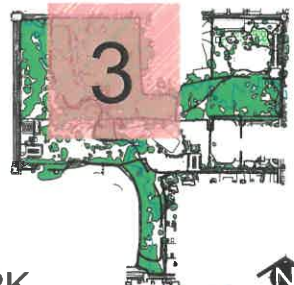


**ORANGEVALE COMMUNITY PARK**  
**MASTER PLAN - FILBERT AVENUE NATURE AREA**  
 ORANGEVALE RECREATION AND PARK DISTRICT  
 ORANGEVALE, CA

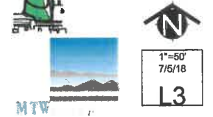




KEY	LEGEND	KEY	LEGEND	KEY	LEGEND
	SAFE ROUTE		MILEAGE PATH		NEW WAYFINDING SIGN
	EXISTING WALKING PATH		NEW PATHWAY		NEW DRINKING FOUNTAIN
	NEW WALKING PATH		EXISTING FACILITIES		DIGG GOLF TEE BOX AND BASKET
	EXISTING NATURE WALK WITH SPACE TO BE RE-DONE		NEW EQUIPMENT / SITE FURNITURE		
	NEW TREES		NEW PARKING LOT		
	NEW BENCHES ALONG PATHWAY		NEW ROADWAY		

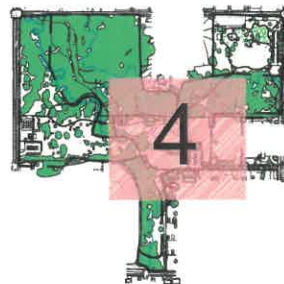


**ORANGEVALE COMMUNITY PARK**  
**MASTER PLAN - OAK AVENUE NATURE AREA**  
 ORANGEVALE RECREATION AND PARK DISTRICT  
 ORANGEVALE, CA

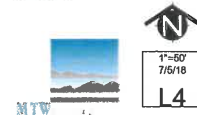




KEY	LEGEND	KEY	LEGEND	KEY	LEGEND
	MILEAGE PATH		EXISTING FACILITIES		SAFE ROUTE
	NEW PATHWAY		EXISTING RESTROOMS (SHOWING ACCESS)		NEW WAYFINDING SIGN
	NEW ROADWAY		EXISTING EQUIPMENT / SITE FURNITURE		DISC GOLF TEE BOX AND BASKET
	EXISTING NATURE WALK WITH SLOPE TO 8% OR GREATER		NEW EQUIPMENT / SITE FURNITURE		NEW DRINKING FOUNTAIN
	EXISTING WALKING PATH		NEW PARKING LOT		
	NEW WALKING PATH		NEW TREES		



**ORANGEVALE COMMUNITY PARK**  
**MASTER PLAN - HORSE ARENA AREA**  
 ORANGEVALE RECREATION AND PARK DISTRICT  
 ORANGEVALE, CA



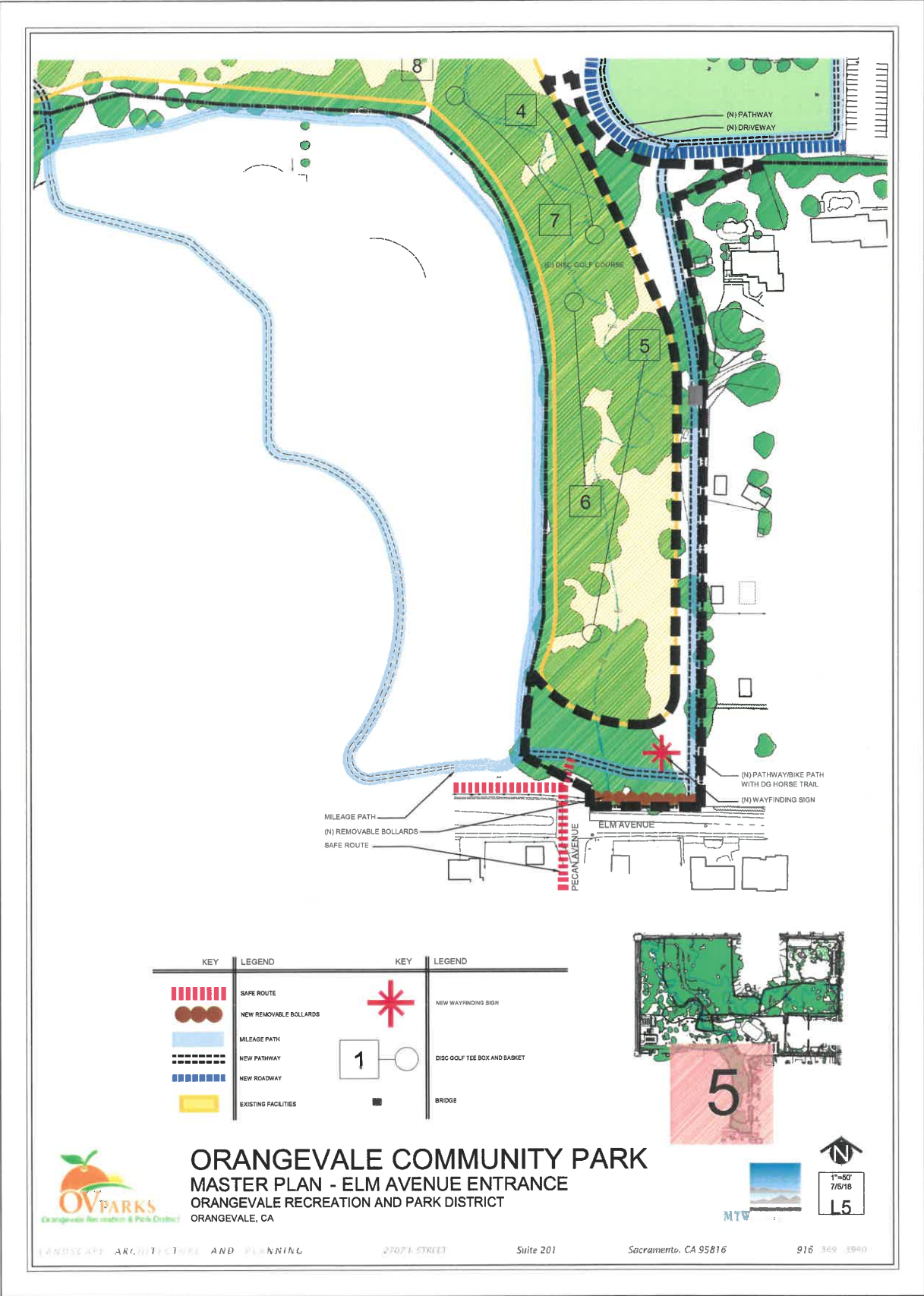
LANDSCAPE ARCHITECTURE AND PLANNING

2707 L STREET

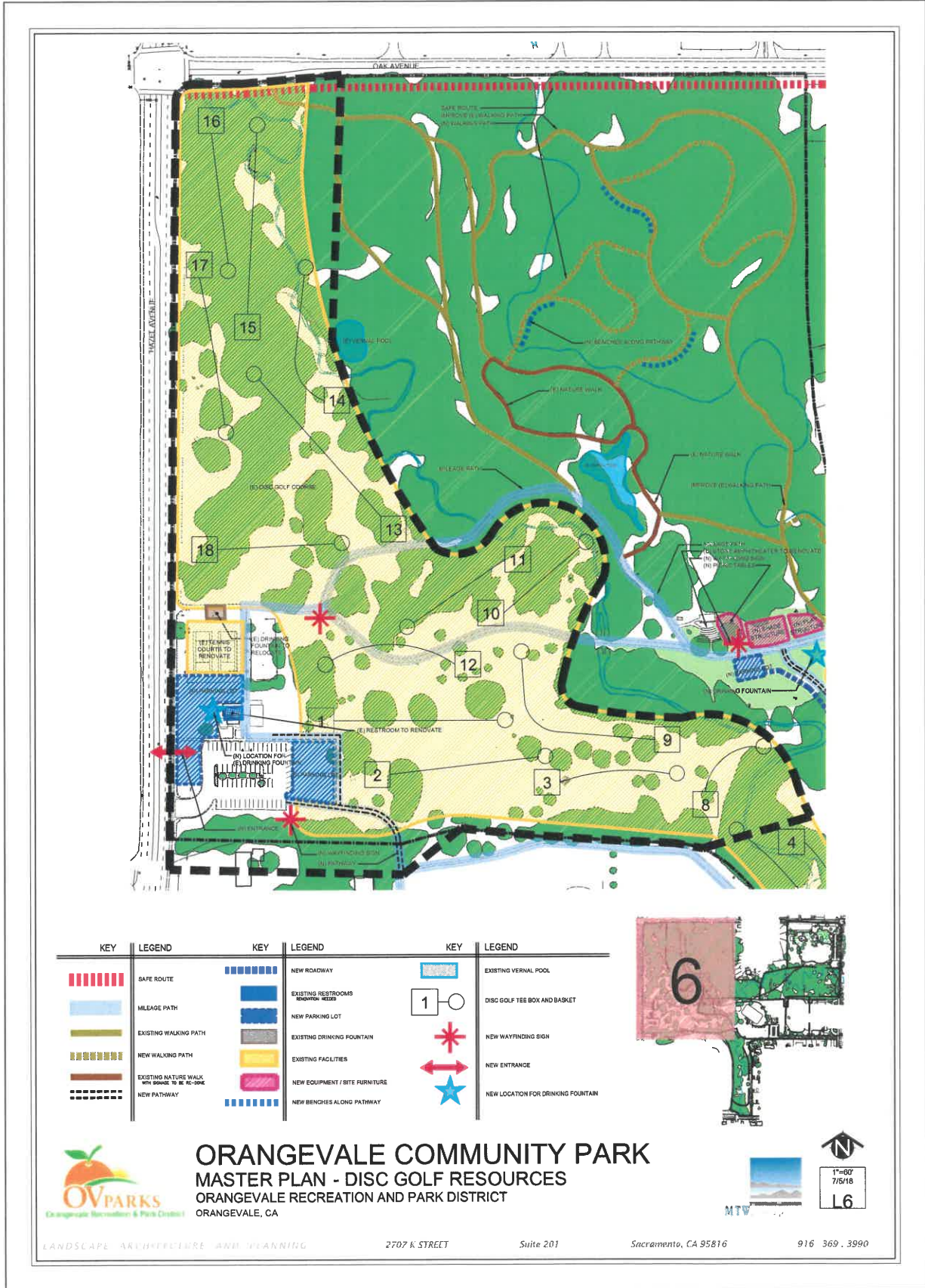
Suite 201

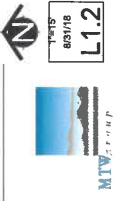
Sacramento, CA 95816

916 369 3990





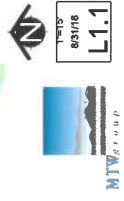
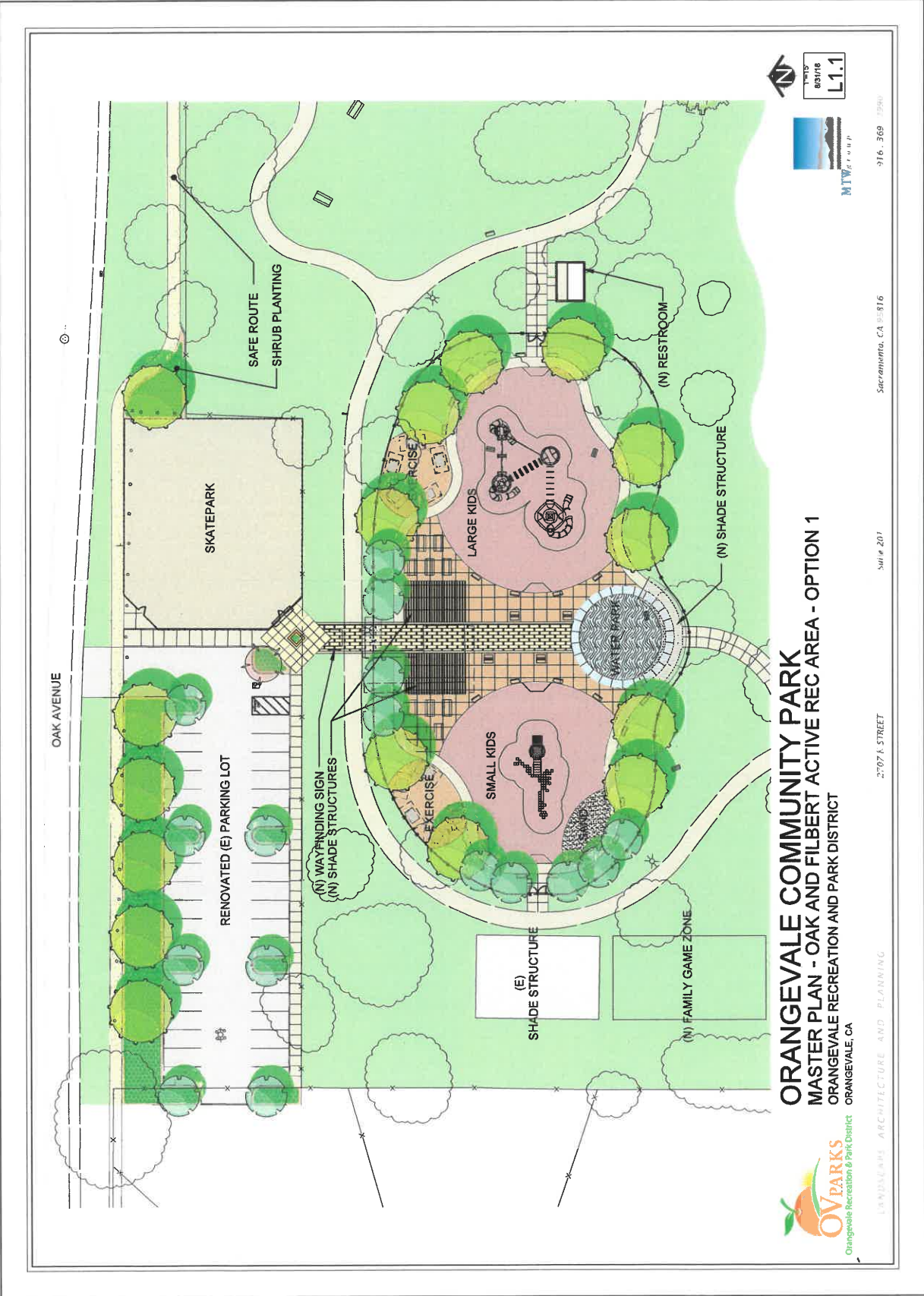




**ORANGEVALE COMMUNITY PARK**  
**MASTER PLAN - OAK AND FILBERT ACTIVE REC AREA - OPTION 2**  
 ORANGEVALE RECREATION AND PARK DISTRICT  
 ORANGEVALE, CA



LANDSCAPE ARCHITECTURE AND PLANNING 2025-K STREET SUITE 201 SACRAMENTO, CA 95816 916-369-1990



**ORANGEVALE COMMUNITY PARK**  
**MASTER PLAN - OAK AND FILBERT ACTIVE REC AREA - OPTION 1**  
 ORANGEVALE RECREATION AND PARK DISTRICT  
 ORANGEVALE, CA



916.369.7590

Sacramento, CA 95816

Sheet 201

2707 A STREET

LENDSEARS ARCHITECTURE AND PLANNING

# STAFF REPORT



DATE: 9-13-18

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: APPROVAL OF AGREEMENT WITH JOHN WALTON TO PROVIDE  
ACTIVITY GUIDE DESIGN SERVICES**

---

## **RECOMMENDATION**

Approve the Agreement with John Walton to provide activity guide design services.

## **BACKGROUND**

The District publishes three activity guides per year and contracts with a design professional to complete the design elements of the guide. Staff recommends the District contract with John Walton for the 2019 activity guides at an amount not to exceed \$2,250 per guide.

## **RECOMMENDED MOTION**

I move we approve the Agreement with John Walton to provide activity guide design services for 2019 and authorize the District Administrator to execute the Agreement.

## **AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into this 13<sup>th</sup> day of September, 2018, by and between ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as “District” and John Walton, hereinafter referred to as “Consultant.”

### **RECITALS**

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

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

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

#### **1. Scope of Work.**

District engages the services of Consultant as an independent contractor to perform the work and render the services described in Consultant’s Proposal to District dated October 13, 2017 and specifically that Section entitled “Scope of Services” which is attached hereto as Exhibit A and incorporated herein by this reference (hereinafter referred to as the “Work”) The Work consists of providing design services for the preparation of the District’s Activity Guide for the Winter/Spring 2019, Summer 2019, and Fall 2019. Consultant shall (a) provide all labor, equipment, material, supplies, licenses, advice, consultation, analysis, administration, and preparation of policies, procedures and documents required or necessary to properly, competently and completely perform the Work provided by this Agreement; (b) determine the method, details and means of performing the Work provided by this Agreement; and (c) perform the Work provided by this Agreement in a manner commensurate with the highest professional standards of qualified and experienced personnel in Consultant’s field.

**2. Payment.**

A. In consideration for the services to be performed by Consultant, District agrees to pay Consultant the amount not to exceed \$2,250.00 total per guide.

Terms and Conditions: Project Design Estimate includes three rounds of edits, the first two of which may include program changes. Program changes after the second round of edits and introduction of new edits or revisions will incur additional cost to be billed at a rate of \$80 per hour. Up to three stock images are included per guide. Additional stock images will be billed at \$50 per set of up to three, at the client's request.

Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in by this Agreement unless agreed to and approved in advance by the Board of Directors and/or the District Administrator of District in writing.

Payment of compensation shall be paid by District within thirty (30) business days after receipt of an invoice for the Work performed which shall specifically describe the actual time and details of any work above the lump sum amount for which compensation is requested. The invoice shall also include a detailed itemization of expenses incurred for which reimbursement is requested.

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

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

**3. Term.**

A. This Agreement shall take effect on the above date and shall continue in effect until completion of the Work contemplated by this Agreement to the satisfaction of District unless sooner terminated because of either of the following: (1) Consultant fails to perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work; (2) Consultant shall have failed to complete the Work in accordance with the time frames referred to as the tentative schedule in item D. below. This time period may be extended by District for good cause shown by Consultant.

B. Consultant shall be granted a minimum of three weeks from initial delivery of content to delivery of first proof.

C. Changes and Edits shall be processed and presented in a reasonable timeframe, granting ample time for either the district or the consultant to perform their review and revision to the content.

D. A tentative schedule shall be agreed upon at the time of assignment of the work to allow sufficient time for the parties to collaborate and complete the work, prior to the printing and distribution of the work.

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

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

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

**4. Subcontractors and Subconsultants.**

Consultant may employ other consultants necessary in connection with the performance of the Work. It is understood by and between District and Consultant that said consultants shall not be considered employees or agents of District.

**5. Default by Consultant.**

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

**6. Ownership of Documents.**

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

**7. Compliance with Laws.**

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



**8. Indemnification.**

Consultant shall indemnify, defend, protect, and hold harmless District, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) 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 Consultant or Consultant's subcontractors, agents or employees; (2) any alleged negligent act or omission of Consultant, or Consultant's subcontractors, agents or employees in connection with any acts performed or required to be performed pursuant to this Agreement. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by 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. Consultant's obligations under this indemnification provision shall survive the termination, or completion of Work, under this Agreement.

**9. Insurance.**

Liability and omission insurance shall not be required for this business activity. Any content presented to the District is subject to the approval of the District and therefore will be printed and distributed at its own discretion. The consultant will not be held liable for incorrect or misleading information within the work. The District's directive to submit for print production will affirm that they approve of all content of the work.

**10. Warranty.**

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

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

**11. Independent Contractor.**

The parties hereto agree that at all times during the term of this Agreement Consultant, Consultant's employees, subcontractor and agents hired to perform services pursuant to this Agreement are independent contractors and are not agents or employees of District.

Consultant shall have control over the means, methods, techniques, sequences, and procedures for performing and coordinating the Work required by this Agreement. District shall have the right to control Consultant only insofar as the result of Consultant's services rendered pursuant to this Agreement. If, in the performance of this Agreement, any third parties are employed or contracted by Consultant, such employees or subcontractors shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or contract shall be determined by Consultant, and District shall have no right or authority over such persons or the terms of their employment or contract.

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

**12. Representative of District.**

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

**13. Assignment.**

Consultant shall not assign this Agreement or any interest in it, or any money due or to become due under it voluntarily, involuntarily or by operation of law without District's prior written consent. In the event of any such purported assignment without District's prior written consent, District shall have the right, in addition to all other rights provided by law, to terminate this Agreement by giving written notice to Consultant. If this Agreement is so terminated, District may contract for the completion of the Work or complete the Work itself. Damages will be computed in accordance with Section 5 of this Agreement. If this Agreement is so terminated pursuant to the provisions of this paragraph, Consultant agrees to waive and hereby does waive all other claims against District for profits, loss or damage because of such termination.

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

**14. Records.**

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

**15. Entire Agreement.**

This writing and the documents incorporated herein by reference as Exhibit A represents the sole, entire, exclusive and integrated contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the incorporated documents shall be valid or binding. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

**16. Successors and Assignment.**

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

**17. No Waiver of Rights.**

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

**18. Severability.**

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

19. **Attorneys Fees.**

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

20. **Governing Law.**

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

21. **Notice.**

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

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

Consultant: RDP Design  
John Walton  
269 Technology Way, Suite 1  
Rocklin, CA 95765

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

**ORANGEVALE RECREATION AND PARK DISTRICT**

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

Greg Foell, District Administrator

**JOHN WALTON**

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

John Walton, Owner

**EXHIBIT A**  
**SCOPE OF SERVICES**

**September 13, 2018**

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

**CONTRACTOR:**  
**John Walton**  
269 Technology Way, Suite 1  
Rocklin, CA 95765

CONTRACTOR shall provide the full scope of graphic design and production services for the Orangevale Recreation & Park District's Seasonal Activity Guide.

- Provide graphic design and production skills to produce three 24-32 page full color including cover activity guides; Winter/Spring 2019, Summer 2019, and Fall 2019.
- Interface with Administrative Services Supervisor and District staff to determine overall content, layout and graphic appeal of each activity guide.
- Using digital files from previous season, update program data to reflect new season details. Format digital data for new programs and classes provided by district staff to produce activity guide content.
- Use illustration, graphic design and photo publishing software to enhance data with graphic design. District to provide agency owned program and event digital photographs.
- Interface with printer and consult with staff on final proof provided by printer.
- Provide three digital draft versions via email; one final digital proof.
- One staff draft meeting per season following 2nd draft review.
- The final version of each activity guide will be forwarded to the District as follows:
  - One electronic copy of the activity guide in Adobe InDesign format
  - One electronic copy of guide in pdf format
  - One electronic copy in pdf of groupings of pages for website use

CONTRACTOR will be compensated at a rate of not to exceed \$2250 total per guide. Project Design Estimate includes three rounds of edits, the first two of which may include program changes. Program changes after the second round of edits and introduction of new edits or revisions will incur additional cost to be billed at a rate of \$80 per hour. Up to three stock images are included per guide. Additional stock images will be billed at \$50 per set of up to three, at the client's request.