

**ORANGEVALE RECREATION & PARK DISTRICT
BOARD OF DIRECTORS MEETING
THURSDAY, MAY 14, 2020**

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

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

1. CALL TO ORDER

2. ROLL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. PUBLIC DISCUSSION

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

6. MINUTES

- a. Approval of minutes of the Regular Meeting March 12, 2020 (pg 1-10)
- b. The regular meeting of April 9, 2020 was not held.

7. CORRESPONDENCE

- a. Confidential envelope – Attorney billing February and March 2020
- b. Terry Benedict questions for the Board of Directors (verbal)
- c. Letter from the California Association of Recreation and Park Districts (CARPD) Soliciting Candidates for the CARPD Board of Directors (pg 11-13)
- d. Citrus Heights Water District Annexation Project for Streng Avenue Park (pg 14-17)
- e. SCERS Treatment of Leave Under the Families First Coronavirus Response Act (pg 18-19)
- f. Sacramento Local Agency Formation Commission (LAFCo) Fiscal Year 2020/21 Budget (pg 20-21)

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

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

8.1 CONSENT MATTERS GENERAL FUND

- a. Ratification of Claims for March 2020 (pg 22)
- b. Budget Status Report for March 2020 (pg 23-25)
- c. Revenue Report for March 2020 (pg 26)
- d. Ratification of Claims for April 2020 (pg 27-28)
- e. Budget Status Report for April 2020 (pg 29-31)
- f. Revenue Report for April 2020 (pg 32)

8.2 OLLAD CONSENT MATTERS

- a. Ratification of Claims for March 2020 (pg 33-34)
- b. Budget Status Report for March 2020 (pg 35-36)
- c. Ratification of Claims for April 2020 (pg 37-38)
- d. Budget Status Report for April 2020 (pg 39-40)

8.3 KENNETH GROVE CONSENT MATTERS

- a. Ratification of Claims for March 2020 (pg 41)
- b. Budget Status Report for March 2020 (pg 42)
- c. Ratification of Claims for April 2020 (pg 43)
- d. Budget Status Report for April 2020 (pg 44)

9. NON-CONSENT MATTERS GENERAL FUND

10. STANDING COMMITTEE REPORTS

- a. Administration & Finance – Recap of the May 1, 2020 meeting (pg 45-46)
- b. Maintenance & Operation
- c. Recreation Committee
- d. Personnel & Policy
- e. Government
- f. Planning Committee
- g. Trails Committee
- h. Ad Hoc

11. ADMINISTRATOR'S REPORT

- a. Monthly Activity Report – March 2020 (pg 47-49)
- b. Monthly Activity Report – April 2020 (pg 50-52)
- c. Report on Electric Greenway Trail – (verbal)
- d. Create an Ad Hoc Committee for establishing the District Administrator replacement process (verbal)
- e. Update on General Obligation Bond Process (verbal)

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- a. Approval of the Ground Lease Agreement with Crown Castle to Extend the Agreement for an Additional 25 years (pg 53-85)
- b. Ordinance 20-05-004, Ordinance Amending Ordinance 18-11-003 to Add a Procedure for Tree Trimming, Introduce and Waive First Reading of Ordinance Regulating Encroachments upon District Property to be Included in the Ordinance Code of the Orangevale Recreation and Park District (pg 86-96)
- c. Consider Approval of Agreement with BP Productions (Bill Pursell) and All Events Management Group (Lisa Montes) to Hold the Drive-In Live Concert Event in Orangevale Community Park on May 30, 2020 or June 6, 2020 (pg 97-115)
- d. Presentation of the Orangevale Recreation & Park District Preliminary Budget for Fiscal 2020-21 (pg 116-139)
- e. Approval of Resolution 20-05-643 Resolution of Intention to Levy Assessments for Fiscal Year 2020-21, Preliminarily Approving Engineer's Report, and Providing for Notice of Hearing for the Orangevale Landscaping and Lighting Assessment District (OLLAD) (pg 140-187)
- f. Approval of Resolution 20-05-644 Resolution of Intention to Levy Assessments for Fiscal Year 2020-21, Preliminarily Approving Engineer's Report, and Providing for Notice of Hearing for the Kenneth Grove Landscaping and Lighting Assessment District (pg 188-207)
- g. Discussion Regarding the Engineer's Estimates and Priority Projects Identified in the Orangevale Community Center Park and District Parks Master Plans (pg 208-214)
- h. Approval of Purchase and Sales Agreement with Glynn and Dennis Wright, 6927 Escallonia Drive, Orangevale, CA for 495 square feet in the amount of \$6,232.05 for the Electric Greenway Trail (pg 215-237)
- i. Approval of Purchase and Sales Agreement with Dain and Jackeline A. Bryant, 6940 Drywood Way, Orangevale, CA for 1,015 square feet in the amount of \$8,292.55 for the Electric Greenway Trail (pg 238-260)

- j. Approval of Purchase and Sales Agreement with Joseph J. and Miranda B. Janusch, 6943 Escallonia Drive, Orangevale, CA for 423 square feet in the amount of \$4,394.97 for the Electric Greenway Trail (pg 261-283)
- k. Approval of Purchase and Sales Agreement with Richard and Danya Newey, 6931 Escallonia Drive, Orangevale, CA for 2,286 square feet in the amount of \$26,640.47 for the Electric Greenway Trail (pg 284-306)
- l. Approval of Quote from Downtown Ford for a Ford F150 in the Amount of \$22,752.20 (pg 307-308)
- m. Consider Approval of Final 9 Sports Request for Rental Waiver During COVID 19 Shutdown (pg 309-310)

14. DIRECTOR'S AND STAFF'S COMMENTS

15. ITEMS FOR NEXT AGENDA

16. CLOSED SESSION

- a. Closed Session pursuant to Government Code Section 54956.8
Conference with Real Property Negotiators
Property: 5960 Snipes Blvd., Orangevale, CA 95662
Agency Negotiator: Greg Foell
Negotiating Parties: Wanda Drinkwine
Under Negotiation: Price and Terms

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

17. RESUME PUBLIC SESSION & ANNOUNCE ACTIONS FROM CLOSED SESSION

18. ADJOURNMENT

NOTICE:

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

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

Directors can be reached at: director@ovparks.com

Manie Meraz

Mike Stickney

Sharon Brunberg

Lisa Montes

Erica Swenson

ORANGEVALE RECREATION & PARK DISTRICT

Minutes of Meeting of Board of Directors March 12, 2020

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on March 12, 2020 at the District Office. Director Stickney called the meeting to order at 6:30 p.m.

Directors present: Stickney, Swenson, Meraz, Brunberg, Montes,
Directors absent: None
Staff present: Greg Foell, District Administrator
Jennifer Von Aesch, Finance/HR Superintendent
Horacio Oropeza, Park Superintendent
Melyssa Woodford, Admin. Services Supervisor
Nadia Roberts, Recreation Coordinator

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was conducted by Boy Scouts of America Troop #310

4. **APPROVAL OF AGENDA** On a motion by Director Brunberg, seconded by Director Swenson, the agenda was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz, and Montes voting Aye. There were no Abstentions or Nays.
MOTION #1

5. **PUBLIC DISCUSSION**
 - Orangevale resident Peg Pinard shared concerns regarding the Electric Greenway Trail Project through the Sundance Natural Area. She is not objecting to the trail, but the scale of the improvements as planned. She emphasized the need to implement a trail which narrows where necessary to reduce the number of trees designated for removal. She disagrees with the decision to wait until the final engineering planning phase to address concerns. Admin Foell advised the CEQA document submitted by the City of Citrus Heights, requires providing worst case scenario for the trail improvement plan. The OVparks Board of Directors encouraged Peg Pinard to stay in communication with Admin Foell regarding her concerns. Admin Foell reassured that all parties involved in the Electric Greenway Project are very interested in keeping as many trees in place as possible. Upon receipt of the final engineering trail plan by the City of Citrus Heights, opportunities will be provided to residents to review it and voice concerns. No construction on the trail is expected for at least one year from now.
 - Michael McKibbin, Vice President of the San Juan Unified School District, resident on Hazel Avenue for thirty-seven years, spoke regarding the proposed OVparks Master Plan.

He has logged over 20,000 miles of walking throughout the parks over those thirty years and has a great appreciation for OVparks and the partnership with the SJUSD pertaining to land swaps and the benefit to both entities. He emphasized the benefit of the parks for his and others pursuit of a healthy lifestyle. Also voiced appreciation for OVparks continued efforts to maintain multi-use parks and to OVparks maintenance staff for their assistance when needed over the years.

6. MINUTES

MOTION #3

a) Approval of Minutes of February 8, 2020 (pg 1-5): On a motion by Director Montes seconded by Director Brunberg, the minutes were approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Abstentions or Nays.

MOTION #4

b) Approval of Minutes of February 13, 2020 (pg 6-14): On a motion by Director Montes seconded by Director Brunberg, the minutes were approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Abstentions or Nays.

7. CORRESPONDENCE

MOTION #6

a) Confidential Envelope – Attorney Billing January 2020: On a motion by Director Brunberg, seconded by Director Montes, the attorney billing was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz, and Montes voting Aye. There were no Abstentions or Nays.

MOTION #7

b) Terry Benedict questions for the Board of Directors (verbal): Admin Foell advised of a request from Terry Benedict to confirm the Board of Directors approval or disapproval of the answers provided by Admin Foell regarding the January 9, 2020 correspondence with Terry Benedict. On a motion by Director Brunberg, seconded by Director Montes, the responses provided by Admin Foell to Terry Benedict's inquiries in his January 9, 2020 correspondence was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz, and Montes voting Aye. There were no Abstentions or Nays.

8. CONSENT CALENDAR

MOTION #8

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

8.1. CONSENT MATTERS GENERAL FUND

- a) Ratification of Claims for February 2020 (pg 15-16)
- b) Budget Status Report for February 2020 (pg 17-19)
- c) Revenue Report for February 2020 (pg 20)

**8.2. OLLAD
CONSENT
MATTERS**

- a) Ratification of Claims for February 2020 (pg 21-22)
- b) Budget Status Report for February 2020 (pg 23-24)

**8.3. KENNETH GROVE
CONSENT
MATTERS**

- a) Ratification of Claims for February 2020 (pg 25)
- b) Budget Status Report for February 2020 (pg 26)

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

MOTION #9

- a) Ratification of Claims for February 2020 (pg 27):
On a motion by Director Brunberg seconded by Director Stickney, the Ratification of Claims for February 2020 was approved by a vote of 4-0-1 with Directors Stickney, Meraz, Brunberg, & Swenson voting Aye. Director Montes abstained. There were no Nays.

**10. STANDING
COMMITTEE
REPORTS**

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

**11. ADMINISTRATOR'S
REPORT**

- a) Monthly Activity Report – February 2020 (pg 28-31):
Admin Foell shared he spoke with Gene Wright regarding Frank Howard family's interest in some type of memorial at the Youth Center ballfield. Frank Howard was instrumental in the purchase of the property in the 1950's and served in an administrator capacity of the Youth Center property little league ballfield. Current ballfield was named Lovett Field by the Orangevale Little League. Howard family is interested in contributing to a memorial plaque or similar to be placed at the site. Admin Foell will continue to be in contact with them to consider as the Master Plan moves forward to discuss the issue further. OVParks Board of Directors authorized Admin Foell to follow-up with a plan to be approved at a future Board Meeting.

Admin Foell advised of plans to limit activities to groups of ten, social distanced by six feet apart, for the next six weeks due to the COVID-19 issues to be adjusted as needed based on directives from State of California. Currently permits are not being issued for events until mid-April. A statement regarding classes and programs at OVParks needs to be created and posted. Parks have not been closed

at this point. Measures are in place to sanitize facilities more frequently and thoroughly. The Disc Golf Tournament scheduled needs to be addressed with discussion on postponement given the COVID-19 directives from California State Governor Newsom.

Park Supt. Oropeza thanked the staff for their continued hard work at the new property.

Recreation Coordinator Nadia Roberts advised of upcoming Rummage Sale and Creek Week in April and Spring Craft Fair and a Mother's Day Tea in May. Nadia shared progress on the Teens as Teachers program which has six teens enrolled and a \$500 grant has been provided from Sierra Pacific Foundation for future use toward this program. She expressed being excited at the potential to offer this program again in the Fall of 2020.

b) Report on Electric Greenway Trail – (verbal): Admin Foell advised progress is going well.

c) Finance Committee Meeting – Friday, April 24, 2020 at 8:00 a.m.: Board of Directors agreed to move the Finance Committee Meeting to Friday, April 17, 2020 at 8:30 a.m.

12. UNFINISHED BUSINESS

None discussed.

13. NEW BUSINESS

MOTION #2

- a) Approval of the Agreement with Pioneer Express District – Golden Empire Council of the Boy Scouts of America to hold the Pioneer Express District Cub Scout Twilight Camp at Orangevale Community Center Park from June 15-19, 2020 (pg 32-49): Admin Foell introduced Clay Jackson, Boy Scouts of America Pioneer Express District-Activities Vice Chair, and Cameron, Chuck, Aaron, and Dillon Frey in attendance from Boy Scout Troop 310. Admin Foell advised of the Boy Scout request to utilize the unimproved area of the new property for a Twilight Camp special event June 15-19, 2020. This special event would also include special use activities to allow BB gun and Archery events during the camp. Rental would be \$2,805 for five-day rental and half day cleanup on that Saturday under current fee structure and \$1,590 at the 200-participant level. Clay Jackson, former OVparks Board Member, addressed the OVparks Board of Directors requesting consideration of reduced fee for their event. Their camp venue rental budget allocated for this year is \$500 which is based on previous year's rental fee at another location. The previous camps were held at the Church of Jesus Christ of Later Day Saints in Citrus Heights which has discontinued association with the Boy Scouts of America organization. Therefore, a new location for this event is needed. Shon McAdoo spoke regarding the projected 210 youth and 100 adults to participate in this year's camp. They will utilize the cyclone fencing as well as tarps and netting to ensure the safety

of the archery station. Chuck Frey, Cub Master of pack 310 which meets at Divine Savior Church and has been in Orangevale continuously for 45 years, spoke in support of the Twilight Camp and its benefits to the Boy Scouts of America local troops. Members of the pack 310 spoke in support of the camp and its benefits. BB gun event has many measures in place to ensure safety. In conclusion, Chuck Frey requested the usage fee be reduced based on utilizing the unimproved land area of the new property on Hazel Avenue to hold the Twilight Camp. Portable restrooms would be brought in by the Boy Scouts of America at their own expense.

On a motion by Director Montes seconded by Director Brunberg, the Agreement with Pioneer Express District – Golden Empire Council of the Boy Scouts of America to hold the Pioneer Express District Cub Scout Twilight Camp at Orangevale Community Center Park for the rental amount of \$500 to include electricity and water from June 15-19, 2020 was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Abstentions or Nays.

- b) Public Hearing: Discussion and Possible Approval of the Orangevale Community Center Park Master Plan (pg 50-51): Admin Foell noted two community meetings and one board of directors meeting have been held regarding the OVparks Master Plan update. Peter Larimer with MTW Landscape Architects was introduced to summarize the Master Plan details. Improvements for the Youth Center location to include renovating the existing Little League field by adding new restroom and concession, small picnic shelter, plaza, backstop, bleachers, dugout, and planting new trees. Also planning to widen current roadway for ease of two-way traffic and addition of six or seven new parking stalls. South of the Community Center Building the plan includes addition of lighting to ballfields and the addition of a third youth size softball field. Larger radius on one of the fields to accommodate adult softball. Addition of a restroom facility and expansion of the playground equipment with a rentable picnic shelter with three or four tables. Replacement of trees that are aging near parking lot area. Shackleton Woods to be remain natural with enhanced trails. Plan to convert DG path to AC/concrete path throughout the woods due to issues with erosion. Discussion of covering the culvert ditch along Pecan and adding a sidewalk for safe walking passage of students traveling to area schools. Add picnic tables as meeting space. Existing pool area to be expanded and include covered seating area. Central area of park to expand lawn area and seating. Installation of a splash park to be utilized in conjunction or separately to existing pool. Multiuse facility, approximately 8,000 sf to accommodate more formal activities. Covered breezeway between the two buildings. Area North of the Community Center: Expand parking

MOTION #5

lot and incorporate a driveway to ease traffic flow and add parking for larger events. Addition of lawn area north of existing pool to include terracing of sloped area with seating walls for improved usable area. Bocce Ball Courts and larger restroom to be installed north of sloped lawn area. Installation of Pump Track and Skate Park. Covered open air Soccer Arena with artificial turf can serve as a multiuse facility. Large playground with exercise equipment nearby, large picnic shelter, and open lawn area to be installed. Pathway around perimeter of park to increase walking paths availability. Adding 118 parking stalls for north end of park. Sacramento County to improve sidewalk connection which will require the removal of current parking stalls close to Hazel Avenue.

- Robin Gray, mother lives on Elm Avenue, inquired if the proposed plan is final. Director Stickney and Admin Foell advised the master plan will be finalized with Board approval however the plan would not be implemented immediately. Admin Foell advised any improvements would be incorporated over approximately 10 years. Resident voiced concern with the planned covered soccer arena which will back to her mother's property. Requested consideration of switching the location with the picnic table areas and inquired of the separation method between the residences and the park. Discussion of planting additional trees north of the community garden area. Dawn to dusk will be standard operation within park with the exception of events.
- Steve Ives, Orangevale resident, inquired of the ingress and egress between parking. Director Stickney advised all parking can be accessed within the Orangevale Community Center property. Requested clarification if playground structures have a sail cloth coverage with a metal roof breezeway cover between the two buildings which was confirmed by Peter Larimer. The Safe Routes to School Program funding can be applied for to help fund the sidewalk area along Pecan Avenue to Elm.
- Andrea Bulman, Orangevale Resident, voiced concern with the proximity of the restrooms to the playground equipment. Inquired if the Bocce Ball court and restroom location could be switched. Such a switch would also affect the proximity to other activities within the park. Admin Foell advised the community will be invited to provide input for details of the improvements such as materials used under playground equipment.
- Pete Phillips, manager of Orangevale Youth Soccer League, requested clarification regarding the size of the south soccer field. Field will be regulation size. Emphasized his preference of natural grass as opposed to synthetic turf as the synthetic turf is more hazardous to play on. Also loves the idea of the covered soccer arena.

- John Kelly, Pecan Avenue property owner, has significant shared property line area with the new property and park. He voiced the need for improved security, drainage, and consideration of placing soccer fields closer to Hazel Avenue to alleviate noise issues. Discussed issues with current drainage which floods into his property. Was unable to attend prior meetings and appreciates the opportunity to attend this meeting.
- Director Swenson voiced concern that a covered Soccer Arena will not be utilized often. Admin Foell advised of the advantages for multiple sport usage for practices during inclement weather as well as utilizing for birthday parties. As presented, the arena is approximately 100 feet from the property line. Structure would be approximately 20-30 foot tall. Discussion of implementing further measures to reduce the noise and lighting impact to adjacent property owners from the soccer arena.
- Admin Foell mentioned appreciation to Ken Benedict and KB Productions for his role with the live broadcast on YouTube of the OVparks Board Meeting tonight. An online comment requested a radius map for the Master Plan. Peter Larimer advised a radius map would likely indicate distance between district parks. Specified need for further clarification from commenter to answer more effectively.
- Director Stickney commented the marking of the trails throughout the park could be improved. He voiced concern with adding a fourth access to the parking lot. Suggested removing this access unless a requirement by the fire district. Overall, he is in support of the Master Plan as presented. An American River soccer coach recommended adding trees or boulders between the parking area and the soccer fields to prevent vehicles from obtaining access to and vandalizing field areas. Director Montes shared support of the Master Plan however is not as excited about the covered Soccer Arena concept. Director Swenson commented that she was unsure if covered Soccer Arena would be used adequately. Directors Swenson, Montes, and Brunberg agreed the placement of the Soccer Arena should remain where designated on the Master Plan map, not moved to another area. Director Brunberg likes all the elements in the Master Plan. Peter Larimer added that the average skate park size is 8,000 square feet and average pump track is 12,000 square feet. Admin Foell shared an internet comment inquiring of future plans for EV charging stations. The Board of Directors agreed this would be considered as details of the Master Plan progressed. Engineering, costs, circumstances may change the outcome of the Master Plan. Next step will be consideration of when to submit the CEQA documentation. Peter Larimer will produce cost estimates for the completion of the Master Plan to be discussed at the next Board Meeting.

Appreciation to Peter Larimer with MTW Landscape Architects for all his hard work.

On a motion by Director Brunberg seconded by Director Swenson, the Orangevale Community Center Park Master Plan was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Abstentions or Nays.

MOTION #10

- c) Approval of Projects and Budget Allocation for the Big Day of Service on May 16, 2020 (pg 52-53): Admin Foell summarized the projects in place for OVparks.
- Orangevale Community Park: (Project 1) – Fence Replacement/Painting Project, (Project 2) – Playground Entry Path.
 - Orangevale Community Center Park (Project 1) – Paint the newly acquired recreation building and install low maintenance landscaping, (Project 2) – Construct Ga Ga Game Pit in Shackleton Woods. Will utilize logs from fallen Heritage Oak tree at Big Chief Court to construct the Ga Ga Game Pit.
 - Pecan Park – OV Rocks and Butterfly garden activity facilitated by community group.

Total for Big Day of Service projects is approximately \$6,600 which is allocated within the OVparks landscape supply budget.

On a motion by Director Swenson seconded by Director Brunberg, the Projects and Budget Allocation for the Big Day of Service on May 16, 2020 was approved by a vote of 4-0-1 with Directors Stickney, Meraz, Brunberg, & Swenson voting Aye. Director Montes abstained. There were no Nays.

MOTION #11

- d) Approval of Energy Efficiency Proposal from Green Energy Products to Retrofit Lighting Fixtures to LED for the Three Buildings and Parking Lot Lighting at 6930 Hazel Avenue (pg 54-60): Admin Foell advised of the benefit to LED lighting to improve lighting in the buildings and the parking lot areas of the new properties.

On a motion by Director Brunberg seconded by Director Swenson, the Energy Efficiency Proposal from Green Energy Products to Retrofit Lighting Fixtures to LED for the Three Buildings and Parking Lot Lighting at 6930 Hazel Avenue was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Abstentions or Nays.

MOTION #12

- e) Approval of Resolution 20-03-642 Resolution Calling the General District Election to be Consolidated with the Statewide Presidential General Election (pg 61-64):
On a motion by Director Brunberg seconded by Director Montes, the Resolution 20-03-642 Resolution Calling the General District Election to be Consolidated with the Statewide Presidential General Election was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Abstentions or Nays.

MOTION #13

- f) Approval of Quote and Graphic Design from Capital City Signs for Signage for the New Buildings at Orangevale Community Center Park (handout): Admin Foell presented signage examples for newly acquired buildings.
On a motion by Director Brunberg seconded by Director Montes, the Quote and Graphic Design from Capital City Signs for Signage for the New Buildings at Orangevale Community Center Park not to exceed \$3,000 was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Abstentions or Nays.

14. DIRECTOR AND STAFF COMMENTS

Director Stickney mentioned he was impressed with progress putting together the new Master Plan.

Director Montes advised the Best of Orangevale went very well and congratulations to OVparks.

Director Swenson will not be present for April Board of Directors Meeting.

15. ITEMS FOR NEXT AGENDA

- a) Estimated costs of Orangevale Community Center Park Master Plan
- b) G.O. Bond

16. CLOSED SESSION

a. Closed Session pursuant to Government Code Section 54956.8 Conference with Real Property Negotiators (5 Properties)

1. Property: 6927 Escallonia Drive, Orangevale, CA 95662

Agency Negotiator: Greg Foell

Negotiating Parties: Glynn & Dennis Wright

Under Negotiation: Price and Terms

2. Property: 6931 Escallonia Drive, Orangevale, CA 95662

Agency Negotiator: Greg Foell

Negotiating Parties: Richard & Danya Newey

Under Negotiation: Price and Terms

3. Property: 6943 Escallonia Drive, Orangevale, CA 95662

Agency Negotiator: Greg Foell

Negotiating Parties: Joseph & Miranda Janusch

Under Negotiation: Price and Terms

4. Property: 6940 Drywood Way, Orangevale, CA 95662
Agency Negotiator: Greg Foell
Negotiating Parties: Dain & Jackeline Bryant
Under Negotiation: Price and Terms
5. Property: 5690 Snipes Blvd., Orangevale, CA 95662
Agency Negotiator: Greg Foell
Negotiating Parties: Wanda Drinkwine
Under Negotiation: Price and Terms

Director Stickney adjourned to Closed Session.

**17. RESUME PUBLIC
SESSION AND
ANNOUNCE
ACTIONS FROM
CLOSED SESSION**

Director Stickney resumed open session and made the following statement regarding closed session items 1-4:

In closed session the Board authorized the District Administrator to conclude purchase negotiations and execute purchase agreements on behalf of the District with each of the owners of the greenway trail project parcels located at 6927 Escallonia Drive, Orangevale, CA 95662, 6931 Escallonia Drive, Orangevale, CA 95662, 6943 Escallonia Drive, Orangevale, CA 95662, 6940 Drywood Way, Orangevale, CA 95662 on the terms and conditions directed by the Board in closed session. If and when such property negotiations are successful and completed and the purchase agreements are executed by all parties, such purchase agreements will be public record and will be available for public inspection.

**18. ADJOURNMENT

MOTION #16**

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

Mike Stickney, Chairperson



March 27, 2020

TO: CARPD Member Districts
FROM: Matthew Duarte, Executive Director
SUBJECT: 2020 SLATE OF BOARD OFFICERS

Hello CARPD Members! The CARPD Conference in South Lake Tahoe, California is rapidly approaching and, with it, the annual CARPD General Membership Meeting. Every year during the General Membership Meeting, the CARPD Board of Directors Election is conducted with the membership. This year, the election is scheduled to take place at approximately 9:00a.m. on May 28, 2020 at the Conference in the Lake Tahoe Resort Hotel in South Lake Tahoe, California.

In accordance with CARPD Association Bylaws, **CARPD is soliciting any qualified candidates interested in serving on the CARPD Board of Directors.** Nominees must be individuals affiliated (as Board of Directors, employees or otherwise) with active members in good standing.

Furthermore, pursuant to CARPD Association Bylaws at Article 5, subsection 6, the CARPD Nominations Committee has submitted the following slate of candidates for the open Board positions:

CARPD 2020 Slate of Board Members

President – Elect Nick Schouten, Valley-Wide Recreation & Park District

Chief Financial Officer Al McGreehan, Paradise Recreation & Park District

Director at Large **Two Positions to be Elected:**

(Even Year) David Furst, Livermore Area Recreation & Park District

Mark Johnson, Rancho Simi Recreation & Park District

Administrator Representative **One Administrator Position to be Elected:**

(Even Year)

Stephen Fraher, Arcade Creek Recreation & Park District

In addition to the slate identified by the Nominating Committee, Member Districts may also nominate one of its board members as a CARPD Officer of Director-at-Large, or its General Manager, Assistant General Manager or Chief Administrative Officer, as an Administrator, by submitting a letter and a copy of a board resolution supporting such nomination to CARPD prior to the annual meeting.

Any Member District wishing to submit a nomination should submit a letter of nomination and a copy of its Board Resolution supporting the nomination directly to the CARPD office located at 6341 Auburn Boulevard, Suite A, Citrus Heights, CA 95621. To be sure a nominee is included on the ballot, the letter and resolution must be received no later than close of business on **Friday, May 22, 2020**. Email submissions are preferred and may be sent directly to Matthew Duarte at mduarte@capri-jpa.org.

Finally, any qualified candidate may be nominated from the floor at the election and, if elected, provide the President with a resolution from the member district's board endorsing the nominee to serve on the corporation's Board of Directors not later than sixty (60) days after the annual meeting. The candidate will not commence into office unless and until such time as the resolution is presented to the corporation's Board of Directors.

If you have any questions regarding the election or its procedures, please feel free to contact me at (916) 722-5550.

Sincerely,



Matthew Duarte
Executive Director

CARPD Board of Directors 2020 Election

Each year during the CARPD General Membership Meeting, the CARPD Board of Directors Election is conducted with the membership at large. This year's Election will take place at:

May 28, 2020 @ 9:00 a.m.

Lake Tahoe Resort Hotel
4130 Lake Tahoe Blvd.
South Lake Tahoe, CA 96150



Board Responsibilities

The CARPD Board of Directors is the governing body responsible for all policy decisions related to support, education, member services, outreach, and advocacy to recreation and park districts throughout California. The CARPD Board of Directors generally meets 4-5 times per year at the CAPRI Office in Citrus Heights and at the Annual CARPD conference.

Board Positions

The CARPD Board of Directors is comprised of *eleven* Directors that oversee the operations of the organization and provide direction to the Executive Director. This year, there are *five* positions up for election: (1) President-Elect, (2) Chief Financial Officer, (3) Director at Large, (4) Director-at-Large, and (5) Administrator.

Board Qualifications

In order to be qualified for service on the Board, candidates must either be members of the Board of Directors of a CARPD member or "Administrators" employed as General Manager, Assistant General Manager, or Chief Administrative Officer of a CARPD member. For more information on candidate qualifications, please contact Executive Director, Matthew Duarte.

Submit Nominations to

CARPD
6341 Auburn Blvd., Suite A
Citrus Heights, CA 95621

Or by email (preferred)
Matthew Duarte
Email: mduarte@capri-jpa.org



**CITRUS
HEIGHTS
WATER
DISTRICT**

6230 Sylvan Road
P.O. Box 286
Citrus Heights
California
95611-0286
phone
916/ 725-6873
fax
916/725-0345
website
www.chwd.org

Board of Directors
Raymond A. Riehle
Caryl F. Sheehan
David C. Wheaton

*General Manager/
Secretary*
Hilary M. Straus

*Director of
Administrative
Services and Finance/
Treasurer*
Susan K. Talwar

*Accounting Manager/
Assessor/Collector*
Alberto Preciado

March 19, 2020

Mr. Greg Foell, District Administrator
Orangevale Recreation and Park District
6826 Hazel Ave
Orangevale, CA 95662

Re: District-wide Annexation Project
Location Name: Orangevale Recreation and Park District Property
8302* Streng Ave., Streng Park, Orangevale, CA
Project File IDs: 33A

Dear Mr. Foell:

Citrus Heights Water District (District) was formed as an Irrigation District in 1920 to provide water service to approximately 3,000 acres of predominately large agricultural properties in northeast Sacramento County. As urbanization took place over the ensuing nearly 100 years, lands outside of the original District boundary have been annexed as a condition of receiving water service with approximately 7,800 acres now being served by the District.

The District recently completed a detailed study of properties located within the current boundary of the District and identified a 6.405 acre undeveloped Orangevale Recreation and Park District property that has not been annexed and is currently not receiving water service from the District. Included with this letter is a copy of a map (Exhibit B) of the following properties with the unannexed property identified as "ANNEXATION AREA."

The purpose of this notification is not to annex this property to the District at this time. This letter is to inform you of the Project that the District is undertaking to make the process easier for Orangevale Recreation and Park District in the event that it chooses to annex to the District to receive water service in the future.

Annexation of a property to the District is a two-phase process.

Project Phase One:

The first phase usually is for a property owner to submit an application and fees to the Sacramento Local Agency Formation Commission (LAFCo) seeking LAFCo's approval for the District to formally annex the property. Instead, this Project is being undertaken by the District to act as the Applicant to LAFCo for the Orangevale Recreation and Park District and other unannexed properties. Aggregating these properties into one LAFCo application will save multiple property owners the time and expense of individual LAFCo applications. ***The District is funding the LAFCo application process phase at no cost to the Orangevale Recreation and Park District.***

Project Phase Two:

Upon receiving LAFCo's approval, the District's Board of Directors can then consider taking formal actions to annex properties. It is Orangevale Recreation and Park District's choice whether to annex its property or properties as part of this Project or wait until later.

The District's annexation fee for Calendar Year 2020 is \$1,493 per gross acre. Water service and meter installation charges are in addition to annexation fees.

The District has created a web page at <http://chwd.org/annexation-project> providing additional information and updates regarding the Project. On the web page, there is also an e-notifier section, if you wish to sign up for email updates. More formal notification will be provided by LAFCo to each affected property owner during the official annexation review and hearing(s).

The District has contracted with KASL Consulting Engineers to assist with this Project. Please contact Jack Scroggs at 916-722-1800 or jscroggs@kasl.com if you have any questions or would like more information about annexing your property.

Sincerely,



Tamar A. Dawson
Assistant Engineer, Project Manager
Citrus Heights Water District

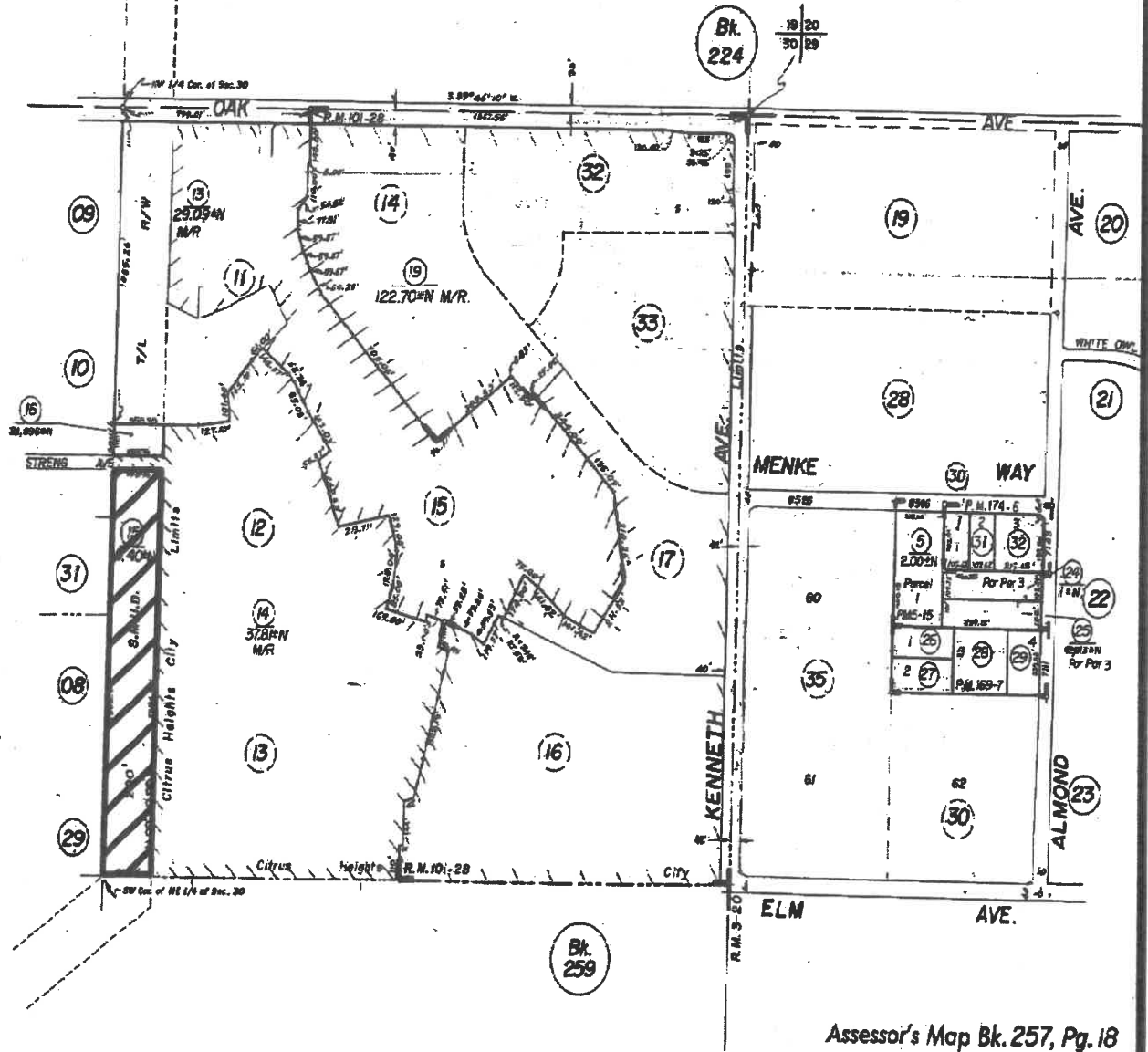
*Fictitious address

Enclosure: Property map

POR. SEC. 29 & 30, T.10N., R.7E., M. D. B & M.

Tax Area Code

257-



Orangevale Colony, R.M. Bk. 3, Pg. 20
 Por. Golden Oaks Unit No. 4, R.M. Bk. 10I, Pg. 28 (12-31-75)

NOTE—Assessor's Block Numbers Shown in Ellipses.
 Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk. 257, Pg. 18
 County of Sacramento, Calif.

LEGEND
 ANNEXATION AREA

KASL
 CONSULTING ENGINEERS
 7777 Greenback Lane
 Suite 104
 Citrus Heights, CA 95610
 Tel. (916) 722-1900
 Fax (916) 722-4595
 CIVIL - WATER RESOURCES - SURVEYING

EXHIBIT B
STRENG PARK
APN: 257-0180-015
JANUARY 2020



FILE ID #33

**CITRUS HEIGHTS WATER DISTRICT
DISTRICT-WIDE ANNEXATION**

**EXHIBIT A
STRENG PARK
CITY OF CITRUS HEIGHTS
APN: 257-0180-015
13 JANUARY 2020**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LAND AS DESCRIBED IN THAT DEED RECORDED IN BOOK 89112 OF OFFICIAL RECORD, PAGE 0867, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 279,023.69 SQUARE FEET (6.405 ACRES), MORE OR LESS.



Eric Stern, Chief Executive Officer
Steve Davis, Chief Investment Officer
Stephen Lau, General Counsel
Mario Sierras, Chief Benefits Officer
Stephen Hawley, Chief Strategy Officer

April 2, 2020

Subject: SCERS' Treatment of Leave Under the Families First Coronavirus Response Act

To All Participating SCERS Employers:

As you may be aware, the Families First Coronavirus Response Act (FFCRA) is now in effect. Generally, the FFCRA allows employees to take time off to address the impacts of COVID-19 using various types of leave. This letter explains how SCERS will treat those types of leave for pension purposes.

Families First Coronavirus Response Act

The FFCRA became effective on April 1, 2020 and will expire on December 31, 2020. The FFCRA consists of eight divisions, two of which are (1) the Emergency Paid Sick Leave Act, and (2) the Paid Family and Medical Leave Expansion Act.

1. The Emergency Paid Sick Leave Act creates a new form of paid leave for employees unable to work for COVID-19-related reasons. Such employees are eligible for up to two weeks of paid sick leave, subject to an 80-hour cap.
2. The Paid Family and Medical Leave Expansion Act gives eligible employees up to 12 weeks of job-protected absence to address the impacts of COVID-19.
 - a. The initial two weeks of absence may be covered of any of the following: (1) paid leave using accrued vacation or sick leave balances, (2) Emergency Paid Sick Leave (as described in Paragraph 1), or (3) unpaid leave.
 - b. The remaining 10 weeks of job-protected absence will be covered, at a minimum, by a new form of partial paid leave. Specifically, during the 10 weeks, employees will be compensated at two-thirds of their regular rate of pay, subject to a cap of \$200 a day and \$10,000 in the aggregate. Such employees may supplement the partial payment by using accrued vacation or sick leave balances, thereby achieving as much as 100% of their regular rate of pay. Alternatively, the employees may elect not to supplement at all, such that they are simply taking unpaid leave with respect to the uncovered time.

FFCRA Leave Types and SCERS Pensions

As described above, employees who avail themselves of the FFCRA will be relying on a combination of new and traditional leave types. For pension purposes, SCERS intends to treat those leave types for Legacy and PEPPRA members consistently with the SCERS Final Compensation Review Policy regarding "Leave Balance Usage (vacation, compensating time off (CTO), holiday in-lieu, sick leave, etc.)" for paid leave for authorized absence from work.

Specifically:

- SCERS will treat the Emergency Paid Sick Leave referenced in Paragraphs 1 and 2.a. as equivalent to traditional sick leave when used by the employee for compensation due to absences. That is, when used, up to 80 hours covered by Emergency Paid Sick Leave will count towards service credit, vesting, and retirement eligibility. In addition, the wages paid for any portion of those 80 hours will be a pay element considered in the calculation of the member's pension. SCERS will receive employer and employee contributions in connection with those wages.
- Similarly, SCERS will treat the partial paid leave referenced in Paragraph 2.b. as equivalent to traditional sick leave when used by the employee for compensation due to absences. That is, when used, the blocks of time corresponding to those partial wages (up to \$200 per day/\$10,000 aggregate) will count towards service credit, vesting, and retirement eligibility. In addition, the partial wages will be a pay element considered in the calculation of the member's pension. SCERS will receive employer and employee contributions in connection with those wages.
- Any unpaid leave taken as described in Paragraphs 2.a. and 2.b. will not count towards service credit, vesting, or retirement eligibility. A member may elect to purchase service credit for that uncompensated period of absence by paying the required contributions and interest as determined by SCERS. However, pursuant to Government Code section 31646, the member may purchase service credit only for a period of absence necessitated by his/her actual illness. Thus, a member may not purchase service credit for a period of absence necessitated (for example) by child care needs due to school closure.
- SCERS will treat the use of accrued vacation or sick leave balances to cover FFCRA-protected absences (as described in Paragraphs 2.a. and 2.b.) no differently than the ordinary use of vacation or sick leave. That is, such use counts towards vesting, retirement eligibility, service credit, and as a pensionable pay element.

Participating Employers should notify SCERS regarding any payroll system programming issues to ensure proper treatment of retirement contributions.

SCERS reserves the right to supplement or modify the statements in this letter based on additional regulations or guidance from the U.S. Department of Labor and/or amendments to the FFCRA.

Please contact me with any questions.

Regards,



Eric Stern
Chief Executive Officer



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

DATE: April 02, 2020
TO: Affected Agencies
RE: **Proposed/Final FY 2020-21 Budget**

The Sacramento Local Agency Formation Commission is required to adopt a Proposed Budget by May and a Final Budget by June of each year. Pursuant to statute, LAFCo's net cost is funded by cities, the County of Sacramento, and independent special districts. Affected agencies are billed after July of each year.

The enclosed Proposed Budget for FY 2020-21 was presented to and approved by the Commission on March 04, 2020. It is forwarded to you for notification, and to provide information to assist in your agency budgeting. LAFCo will conduct a public hearing on the Final Budget on June 03, 2020 at 5:30 P.M., in the Board of Supervisors' Chambers, located at 700 H Street, Sacramento. You are welcome to attend this hearing to address your concerns or send any written comments you may have to me at 1112 I Street, Suite 100, Sacramento, California, 95814, prior to May 26, 2020.

The attached Proposed Budget is largely unchanged from FY 2019-20. Total contributions from other affected agencies will be \$718,500. LAFCo's contribution from the cities, county, and special districts will be \$239,500 for each 1/3 category. However, each affected agency's annual assessment could vary each year. Each affected agency's annual assessment is based on information from the State Controller's Office.

The assessment calculation uses a percentage of the agencies total revenue compared to the total revenue for a given category. The assessment is calculated annually and verified by the Auditor-Controller Office.

Please NOTE: It would also be very helpful to have a member of your staff review your agency information online @ <http://www.saclafco.org/ServiceProviders/Pages/default.aspx>. Kindly email any updated information to me, and it will be posted during the upcoming annual Service Providers Directory update.

Please do not hesitate to call me at (916) 874-6458 to discuss any comments or concerns. Thank you for your attention to this matter.

Very truly yours,

SACRAMENTO LOCAL AGENCY FORMATION COMMISSION

Donald J. Lockhart, AICP
Executive Officer

Attch.

C:\Users\lockhartd\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\00ZGATBY\Letter to affected agencies re Budget 2020-21.doc

Donald J. Lockhart AICP, Executive Officer; Diane Thorpe, Commission Clerk
www.saclafco.org



Sacramento Local Agency Formation Commission ATTACHMENT A

Proposed FY 2020-21 (March 2020)

Base Budget with Projects

Acct	Description	Change		
		Final Budget 19-20	Proposed Budget 20-21	Increase/(Decrease) \$
Salary and Benefit Accounts				
1000	Total Salaries & Benefits	347,729	363,729	16,000
1005	Secretary Part time/intern	27,000	27,000	0
1124	Commission Reimbursement	9,000	9,000	0
1240	Worker's Comp	1,234	1,234	0
1250	Unemployment	0	0	0
Total 1000's Account		384,963	400,963	16,000
Service and Supply Accounts				
2005	Advertising-public notice, meetings, etc.	7,875	5,875	(2,000)
2022	Periodicals, Books, Subs	2,888	2,888	0
2029	Business & Conf Expenses	16,940	16,940	0
2035	Education/Training	4,851	4,851	0
2039	Employee Transportation	440	440	0
2051	Liability Insurance for Commission	8,624	8,624	0
2061	Membership CaLAFCo Dues	14,548	14,548	0
2076	Office Supplies	8,400	8,400	0
2081	Postage	5,500	5,500	0
2275	Rents/Leases Equipment-Copier	29,040	29,040	0
2505	Accounting/Audit Feeds	11,000	11,000	0
2531	Legal-General	66,000	66,000	0
2591	Other Professional Services	112,038	112,038	0
2591	Misc Billable Project	180,000	180,000	0
2910	County Wide IT Services	1,997	1,997	0
2911	System Dev Sve Web & Desktop Support	24,200	18,200	(6,000)
2912	System Dev Sup Maintenance	605	605	0
2916	WAN Wide Area Network	5,445	7,445	2,000
2921	Printing Services/Duplication	2,723	2,723	0
2923	GS Messenger Services	4,719	4,719	0
2926	GS Stores	1,210	1,210	0
2934	P/W Charges	8,954	8,954	0
2943	Lease Facility Charges	74,415	74,415	0
2987	Telephone	4,235	4,235	0
2990	GS Other Dept Svc	605	605	0
2995	County Allocated Costs	5,693	5,693	0
Total 2000's Account		602,945	596,945	(6,000)
7900	Contingency Base	15,220	15,220	0
7901	Contingency Surplus	0	0	0
	General Purpose Reserve	0	0	0
Total Contingency		15,220	15,220	0
Total Appropriations and Contingency		1,003,128	1,013,128	(10,000)
Less: Project Revenue-Various		15,000	15,000	0
Revenue Reimbursement-Projects		180,000	180,000	0
Interest Earnings		2,500	12,500	10,000
Fund Balance/Carryover		87,128	87,128	0
Reserve or Fund Balance Betterment-Adjustment		0	0	0
Assessments from Contributing Agencies		718,500	718,500	0
Total Funding		1,003,128	1,013,128	10,000
Estimated Surplus/Shortfall		0	0	0

GENERAL FUND EXPENDITURES
FOR THE MONTH ENDING
MARCH 30, 2020

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906359886	10124000	CALIF ASSOC FOR PARK & RE	Work Comp - ACP	9,313.00
1906353442	20202100	US BANK NATIONAL ASSOCIAT	Subscriptions	65.00
1906354614	20203900	MEGAN BRENNAN	Employee Transportation	11.16
1906354611	20203900	ANNE-METTE VEILSTRUP	Employee Transportation	24.15
1906354606	20203900	LAUREL HARLING	Employee Transportation	5.75
1906359376	20203900	JENNIFER VON AESCH	Employee Transportation	28.18
1906359381	20203900	SUSAN MYREN	Employee Transportation	30.94
				100.18
1906362428	20205500	HUB INTERNATIONAL	Insurance-Long Term	301.60
1906354585	20206100	CALIF PARK & RECREATION S	Membership Dues	870.00
1906353442	20207600	US BANK NATIONAL ASSOCIAT	Office Supplies	10.72
1906359373	20207600	BURKETTS OFFICE SUPPLY IN	Office Supplies	216.66
				227.38
1906353442	20208102	US BANK NATIONAL ASSOCIAT	Stamps	171.95
1906354272	20219700	AT&T	Telephone Service	22.07
1906354273	20219700	SPRINT P C S	Telephone Service	11.42
1906359387	20219700	AT&T	Telephone Service	19.58
1906362387	20219700	COMCAST	Telephone Service	601.02
				654.09
5002000063	20244300	DIGNITY HEALTH MEDICAL FO	New Employee Physical	95.00
1906354491	20257100	B AND P SECURITY INC	Security Service	135.00
1906353442	20285100	US BANK NATIONAL ASSOCIAT	Recreational Services	163.00
1906354582	20285100	LEILA GARCES	Recreational Services	117.00
1906354578	20285100	ALISON LLOYD	Recreational Services	90.00
1906354575	20285100	BRENDAN CHASE	Recreational Services	1,152.00
1906354571	20285100	TERRY MASTEN	Recreational Services	132.00
1906354568	20285100	ALLGOOD DRIVING SCHOOL	Recreational Services	49.30
1906354563	20285100	STEVEN MIRANDA	Recreational Services	458.25
1906354562	20285100	GARY BURNS	Recreational Services	168.00
1906354560	20285100	RICHARD KOWALESKI	Recreational Services	279.00
1906354557	20285100	KORI SCOTT	Recreational Services	90.00
1906354522	20285100	ADRIAAN JANSEN VAN VUUREN	Recreational Services	970.00
1906354519	20285100	SAN JUAN UNIFIED SCHOOL D	Recreational Services	20.00
1906359889	20285100	GRANIT BAY MARTIAL ARTS C	Recreational Services	308.00
				3,996.55
1906353442	20285200	US BANK NATIONAL ASSOCIAT	Recreation Supplies	1,053.96
1906354487	20285200	BLACK DOG GRAPHICS	Recreation Supplies	1,352.26
1906358755	20285200	WAL-MART STORES INC	Recreation Supplies	79.26
				2,485.48
109983578	20296200	SACRAMENTO COUNTY PARKING	QR BILLING FEB 2020 ORANGEVALE F	5.25
1906359888	30322000	C I T TECHNOLOGY FIN SERV	Bond/Loan Redemption	429.93
1906350249	42420200	LOWES BUSINESS ACCOUNT	Structures & Improvements	121.12
1906353442	42420200	US BANK NATIONAL ASSOCIAT	Structures & Improvements	1,531.85
1906358736	42420200	AMERICAN RIVER ACE HARDWA	Structures & Improvements	37.69
1906359370	42420200	MADSEN ROOFING & WATERPRO	Structures & Improvements	13,681.00
				15,371.66

ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2019/2020
MARCH 2020

Account Number	Expenditure Account	Budgeted 2019/2020	Current Expenditures	Expenditures to Date	Funds Available	% Left
1000	SALARIES & EMPLOYEE BENEFITS					
10111000	Salaries & Wages, Regular	855,000.00	55,671.82	572,024.70	282,975.30	33%
10112100	Salaries & Wages, Extra Help	430,000.00	15,408.63	273,968.99	156,031.01	36%
10112400	Salaries, Board members	12,000.00	1,500.00	5,500.00	6,500.00	54%
10121000	Retirement	230,000.00	15,598.06	159,497.69	70,502.31	31%
10122000	Social Security	100,000.00	5,511.02	64,511.88	35,488.12	35%
10123000	Group Insurance	240,000.00	20,734.04	181,381.38	58,618.62	24%
10124000	Worker's Comp. Ins	35,000.00	9,313.00	36,598.00	(1,598.00)	-5%
10125000	Unemployment Insurance	25,000.00	676.54	13,302.61	11,697.39	47%
10128000	Health Care/Retirees	0.00		-	0.00	#DIV/0!
	<i>SUB-TOTAL</i>	1,927,000.00	124,413.11	1,306,785.25	620,214.75	32%
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	1,500.00		1,498.48	1.52	0%
20202100	Books/Periodicals/Subscrip	1,000.00	65.00	2,878.10	(1,878.10)	-188%
20202900	Business/Conference Expense	6,000.00		360.00	5,640.00	94%
20203500	Education/Training Serv.	7,000.00		1,993.25	5,006.75	72%
20203600	Education /Training Supplies	1,000.00		-	1,000.00	100%
20203700	Tuition Reimbursement	1,000.00		-	1,000.00	100%
20203800	Employee Recognition	2,000.00		855.20	1,144.80	57%
20203802	Recognition Items	500.00		-	500.00	100%
20203803	Recognition Events	500.00		-	500.00	100%
20203900	Employee Transportation	3,000.00	100.18	2,132.58	867.42	29%
20205100	Liability Insurance	60,000.00		58,083.00	1,917.00	3%
20205500	Rental Insurance	4,000.00	301.60	1,488.18	2,511.82	63%
20206100	Membership Dues	10,000.00	870.00	10,044.66	(44.66)	0%
20207600	Office Supplies	9,000.00	227.38	4,055.47	4,944.53	55%
20207602	Signs	500.00		-	500.00	100%
20207603	Keys	350.00		-	350.00	100%
20208100	Postal Services	7,500.00		232.70	7,267.30	97%
20208102	Stamps	3,000.00	171.95	935.95	2,064.05	69%
20208500	Printing Services	28,000.00		5,128.50	22,871.50	82%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20210400	Agricultural/Horticultural Supply	1,000.00		-	1,000.00	100%
20211200	Building Maint. Supplies	500.00		-	500.00	100%
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	500.00		-	500.00	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%

Account Number	Expenditure Account	Budgeted 2019/2020	Current Expenditures	Expenditures to Date	Funds Available	% Left
20219100	Electricity	500.00		-	500.00	100%
20219200	Natural Gas / LPG/ Fuel Oil	500.00		-	500.00	100%
20219300	Refuse Collection / Disposal Service	500.00		-	500.00	100%
20219500	Sewage Disposal Service	500.00		-	500.00	100%
20219700	Telephone Service	15,000.00	654.09	7,943.81	7,056.19	47%
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		1,386.62	3,613.38	72%
20227500	Rents/Leases Equipment	500.00		-	500.00	100%
20228100	Shop Equip Maint Service	500.00		-	500.00	100%
20228200	Shop Equip Maint Supplies	500.00		-	500.00	100%
20229100	Other Equip Maint Service	500.00		-	500.00	100%
20229200	Other Equip Maint Supplies	500.00		-	500.00	100%
20231400	Clothing/Personal Supplies	2,000.00		-	2,000.00	100%
20232100	Custodial Services	1,000.00		-	1,000.00	100%
20232200	Custodial Supplies	1,000.00		-	1,000.00	100%
20244300	Medical Services	200.00	95.00	113.49	86.51	43%
20250500	Accounting Services	8,000.00		4,952.80	3,047.20	38%
20250700	Assessment/Collection Service	18,000.00		9,126.46	8,873.54	49%
20252500	Engineering Services	6,000.00		-	6,000.00	100%
20253100	Legal Services	75,000.00		55,305.00	19,695.00	26%
20256200	Transcribing Services	1,000.00		-	1,000.00	100%
20257100	Security Services	5,000.00	135.00	915.00	4,085.00	82%
20259100	Other Professional Services	52,000.00		29,479.75	22,520.25	43%
20259101	Computer Consultants	8,000.00		5,525.00	2,475.00	31%
20281201	PC Hardware	10,000.00		530.66	9,469.34	95%
20281202	PC Software	6,000.00		324.00	5,676.00	95%
20281203	PC Supplies	1,000.00		552.50	447.50	45%
20281900	Elections	0.00		-	0.00	#DIV/0!
20285100	Recreational Services	190,000.00	3,996.55	100,613.38	89,386.62	47%
20285200	Recreational Supplies	40,000.00	2,485.48	26,132.71	13,867.29	35%
20289800	Other Operating Exp - Supplies	2,000.00		30.77	1,969.23	98%
20289900	Other Operating Exp - Services	2,000.00		440.68	1,559.32	78%
20291100	System Development Services	3,000.00		2,758.35	241.65	8%
20296200	GS Parking Charges	200.00	5.25	85.75	114.25	57%
	SUB-TOTAL	617,550.00	9,107.48	335,902.80	281,647.20	46%
3000	OTHER CHARGES					
30321000	Interest Expense	29,500.00		28,648.49	851.51	3%
30322000	Bond/Loan Redemption	87,000.00	429.93	84,184.60	2,815.40	3%
30345000	Taxes/Licenses/Assess Trans	2,500.00		-	2,500.00	100%
	SUB-TOTAL	119,000.00	429.93	112,833.09	6,166.91	5%

Account Number	Expenditure Account	Budgeted 2019/2020	Current Expenditures	Expenditures to Date	Funds Available	% Left
4000	FIXED ASSETS					
41410100	Land	200,000.00	-	-	200,000.00	
42420200	Struc. & Improvements	268,500.00	15,371.66	81,500.41	186,999.59	70%
43430300	Vehicles/Equipment	0.00		-	0.00	0%
	SUB-TOTAL	468,500.00	15,371.66	106,500.41	361,999.59	77%
5000	INTERFUND CHARGES					
50557100	Fingerprinting Service	4,000.00		790.22	3,209.78	80%
	SUB-TOTAL	4,000.00	-	790.22	3,209.78	80%
79790100	<i>Contingency Appropriations</i>	0.00		-	0.00	0%
	<i>Deposit into Reserves</i>	0.00		-	0.00	0%
	GRAND TOTAL	3,136,050.00	149,322.18	1,862,811.77	1,273,238.23	41%

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
REVENUE STATEMENT
FISCAL YEAR 2019/2020
MARCH 2020**

Account Number	Revenue Account	2019/2020 Budgeted Revenue	Realized This Period	Collection YTD Balance	YTD Uncollected Balance	% Collected
91910100	Prop. Taxes - Current Secured	1,340,000		740,328.62	599,671.38	55.25%
91910200	Prop. Taxes - Current Unsecured	40,000		49,579.55	-9,579.55	123.95%
91910300	Supplemental Taxes Current	20,000		13,281.44	6,718.56	66.41%
91910400	Prop. Taxes Sec. Delinquent	10,000		9,614.99	385.01	96.15%
91910500	Prop. Taxes Supp. Delinq.	500		2,067.38	-1,567.38	413.48%
91910600	Unitary Current Secured	12,000	-31.80	7,268.88	4,731.12	60.57%
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	-	69.36	69.36	-69.36	
91913000	Prop. Tax Prior - Unsecured	1,000		514.09	485.91	51.41%
91914000	Penalty Costs - Prop. Tax	200	19.69	116.79	83.21	58.40%
91919900	Taxes - Other	-		0.00	0.00	
	SUB-TOTAL TAXES 9100	1,423,700	57.25	822,841.10	600,858.90	57.80%
94941000	Interest Income	14,000		6,510.00	7,490.00	46.50%
94942900	Building Rental Other	110,000	-400.00	58,553.77	51,446.23	53.23%
94943900	Cell Tower Leases	29,600		18,282.46	11,317.54	61.77%
94944800	Rec.Concessions Final 9	17,000		14,552.18	2,447.82	85.60%
94945900	Other Vending Devices	-		0.00	0.00	#DIV/0!
94949000	Concessions - Other	-		0.00	0.00	
95952200	Homeowner Prop. Tax Relief	15,000		6,484.90	8,515.10	43.23%
95952900	In-Lieu Taxes	260,000		6,616.82	253,383.18	2.54%
95956900	State Aid - Other Misc. Programs	-		0.00	0.00	
96963313	Miscellaneous Fees	1,000		1,777.36	-777.36	177.74%
96964600	Recreation Service Charges	505,000	-50.00	262,007.85	242,992.15	51.88%
96969700	Security Services	2,500		1,509.87	990.13	60.39%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	-		2,328.25	-2,328.25	
97973200	Recreation Contributions	-		0.00	0.00	
97973300	Orangevale Clubs	-		0.00	0.00	
97974000	Insurance Proceeds	2,500		1,684.38	815.62	67.38%
97979000	Revenue - Other	500		4,975.52	-4,475.52	995.10%
98987000	Issuance of Debt	-	0.00	55,608.00	-55,608.00	#DIV/0!
	SUB-TOTAL OTHER MISC. INCOME	957,100	-450.00	440,891.36	516,208.64	46.07%
	TOTAL BUDGET AMOUNT	2,380,800	-392.75	1,263,732.46	1,117,067.54	53.08%

GENERAL FUND EXPENDITURES
FOR THE MONTH ENDING
APRIL 30, 2020

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906377515	20200500	US BANK NATIONAL ASSOCIAT	Advertising	229.40
1906377515	20202100	US BANK NATIONAL ASSOCIAT	Books/Periodicals/Subscriptions	165.99
1906388754	20202100	US BANK NATIONAL ASSOCIAT	Books/Periodicals/Subscriptions	247.87
				413.86
1906385476	20203900	ANNE-METTE VEILSTRUP	Employee Transportation	9.49
1906377515	20206100	US BANK NATIONAL ASSOCIAT	Memembership Dues	150.00
1906377515	20207600	US BANK NATIONAL ASSOCIAT	Office Supplies	66.78
1906382142	20207600	BURKETTS OFFICE SUPPLY IN	Office Supplies	262.65
				329.43
1906377515	20208102	US BANK NATIONAL ASSOCIAT	Stamps	165.00
1906372310	20219700	AT&T	Telephone Service	22.19
1906372309	20219700	COMCAST	Telephone Service	341.71
1906375616	20219700	SPRINT P C S	Telephone Service	22.24
1906381744	20219700	AT&T	Telephone Service	19.45
1906381729	20219700	COMCAST	Telephone Service	599.97
1906385265	20219700	COMCAST	Telephone Service	341.57
				1,347.13
1906372343	20226200	JJR ENTERPRISES INC	Office Equipment Maintenance Supply	197.02
110020616	20250700	SACRAMENTO COUNTY	SB 2557 2nd INST ORANGEVALE PARK	8,752.46
1906385463	20253100	DAVID MCMURCHIE	Legal Services	4,505.00
1906385471	20253100	DAVID MCMURCHIE	Legal Services	7,976.50
				12,481.50
1906372353	20257100	XIPHOS CORPORATION	Security Services	225.00
1906377515	20281201	US BANK NATIONAL ASSOCIAT	PC Hardware	1,454.22
1906372352	20285100	RESCUE TRAINING INSTITUTE	Recreational Services	66.50
1906372351	20285100	GARY BURNS	Recreational Services	294.00
1906372350	20285100	BRENDAN CHASE	Recreational Services	2,443.00
1906372349	20285100	KORI SCOTT	Recreational Services	16.80
1906372348	20285100	ALISON LLOYD	Recreational Services	48.00
1906372347	20285100	RICHARD KOWALESKI	Recreational Services	30.00
1906372346	20285100	CLINT LEMAY	Recreational Services	1,005.55
1906372345	20285100	HOLLY COVALT HOLT	Recreational Services	362.40
1906372344	20285100	MONDEL WILLIAMS	Recreational Services	400.00
1906372354	20285100	MARY QUIRK	Recreational Services	100.00
1906377515	20285100	US BANK NATIONAL ASSOCIAT	Recreation Services	100.00
1906382143	20285100	NICOLE REED	Recreational Services	336.00
1906382147	20285100	STEVEN MIRANDA	Recreational Services	774.80
1906382148	20285100	GRANIT BAY MARTIAL ARTS C	Recreational Services	98.00
1906382149	20285100	CARMICHAEL RECREATION & P	Recreational Services	11,666.19
1906385472	20285100	ADRIAAN JANSEN VAN VUUREN	Recreational Services	1,967.00
				19,708.24
1906372341	20285200	LUCILLE COLQUHOUN	Recreation Supplies	73.54
1906377515	20285200	US BANK NATIONAL ASSOCIAT	Recreation Supplies	731.66
1906382144	20285200	US POSTAL SERVICE	Recreation Supplies	1,800.00
1906388754	20285200	US BANK NATIONAL ASSOCIAT	Recreation Supplies	89.42
				2,694.62

ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2019/2020
APRIL 2020

Account Number	Expenditure Account	Budgeted 2019/2020	Current Expenditures	Expenditures to Date	Funds Available	% Left
1000	SALARIES & EMPLOYEE BENEFITS					
10111000	Salaries & Wages, Regular	855,000.00	55,779.92	627,804.62	227,195.38	27%
10112100	Salaries & Wages, Extra Help	430,000.00	11,989.92	285,958.91	144,041.09	33%
10112400	Salaries, Board members	12,000.00	500.00	6,000.00	6,000.00	50%
10121000	Retirement	230,000.00	15,562.72	175,060.41	54,939.59	24%
10122000	Social Security	100,000.00	5,180.01	69,691.89	30,308.11	30%
10123000	Group Insurance	240,000.00	20,734.04	202,115.42	37,884.58	16%
10124000	Worker's Comp. Ins	35,000.00		36,598.00	(1,598.00)	-5%
10125000	Unemployment Insurance	25,000.00	484.55	13,787.16	11,212.84	45%
10128000	Health Care/Retirees	0.00		-	0.00	#DIV/0!
	<i>SUB-TOTAL</i>	1,927,000.00	110,231.16	1,417,016.41	509,983.59	26%
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	1,500.00	229.40	1,727.88	(227.88)	-15%
20202100	Books/Periodicals/Subscrip	1,000.00	413.86	3,291.96	(2,291.96)	-229%
20202900	Business/Conference Expense	6,000.00		360.00	5,640.00	94%
20203500	Education/Training Serv.	7,000.00		1,993.25	5,006.75	72%
20203600	Education /Training Supplies	1,000.00		-	1,000.00	100%
20203700	Tuition Reimbursement	1,000.00		-	1,000.00	100%
20203800	Employee Recognition	2,000.00		855.20	1,144.80	57%
20203802	Recognition Items	500.00		-	500.00	100%
20203803	Recognition Events	500.00		-	500.00	100%
20203900	Employee Transportation	3,000.00	9.49	2,142.07	857.93	29%
20205100	Liability Insurance	60,000.00		58,083.00	1,917.00	3%
20205500	Rental Insurance	4,000.00		1,488.18	2,511.82	63%
20206100	Membership Dues	10,000.00	150.00	10,194.66	(194.66)	-2%
20207600	Office Supplies	9,000.00	329.43	4,384.90	4,615.10	51%
20207602	Signs	500.00		-	500.00	100%
20207603	Keys	350.00		-	350.00	100%
20208100	Postal Services	7,500.00		232.70	7,267.30	97%
20208102	Stamps	3,000.00	165.00	1,100.95	1,899.05	63%
20208500	Printing Services	28,000.00		5,128.50	22,871.50	82%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20210400	Agricultural/Horticultural Supply	1,000.00		-	1,000.00	100%
20211200	Building Maint. Supplies	500.00		-	500.00	100%
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	500.00		-	500.00	100%
20218100	Irrigation Services	500.00		-	500.00	100%
20218200	Irrigation Supplies	500.00		-	500.00	100%

Account Number	Expenditure Account	Budgeted 2019/2020	Current Expenditures	Expenditures to Date	Funds Available	% Left
20218500	Permit Charges	3,000.00		-	3,000.00	100%
20219100	Electricity	500.00		-	500.00	100%
20219200	Natural Gas / LPG/ Fuel Oil	500.00		-	500.00	100%
20219300	Refuse Collection / Disposal Service	500.00		-	500.00	100%
20219500	Sewage Disposal Service	500.00		-	500.00	100%
20219700	Telephone Service	15,000.00	1,347.13	9,290.94	5,709.06	38%
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	197.02	1,583.64	3,416.36	68%
20227500	Rents/Leases Equipment	500.00		-	500.00	100%
20228100	Shop Equip Maint Service	500.00		-	500.00	100%
20228200	Shop Equip Maint Supplies	500.00		-	500.00	100%
20229100	Other Equip Maint Service	500.00		-	500.00	100%
20229200	Other Equip Maint Supplies	500.00		-	500.00	100%
20231400	Clothing/Personal Supplies	2,000.00		-	2,000.00	100%
20232100	Custodial Services	1,000.00		-	1,000.00	100%
20232200	Custodial Supplies	1,000.00		-	1,000.00	100%
20244300	Medical Services	200.00		113.49	86.51	43%
20250500	Accounting Services	8,000.00		4,952.80	3,047.20	38%
20250700	Assessment/Collection Service	18,000.00	8,752.46	17,878.92	121.08	1%
20252500	Engineering Services	6,000.00		-	6,000.00	100%
20253100	Legal Services	75,000.00	12,481.50	67,786.50	7,213.50	10%
20256200	Transcribing Services	1,000.00		-	1,000.00	100%
20257100	Security Services	5,000.00	225.00	1,140.00	3,860.00	77%
20259100	Other Professional Services	52,000.00		29,479.75	22,520.25	43%
20259101	Computer Consultants	8,000.00		5,525.00	2,475.00	31%
20281201	PC Hardware	10,000.00	1,454.22	1,984.88	8,015.12	80%
20281202	PC Software	6,000.00		324.00	5,676.00	95%
20281203	PC Supplies	1,000.00		552.50	447.50	45%
20281900	Elections	0.00		-	0.00	#DIV/0!
20285100	Recreational Services	190,000.00	19,708.24	120,321.62	69,678.38	37%
20285200	Recreational Supplies	40,000.00	2,694.62	28,827.33	11,172.67	28%
20289800	Other Operating Exp - Supplies	2,000.00		30.77	1,969.23	98%
20289900	Other Operating Exp - Services	2,000.00		440.68	1,559.32	78%
20291100	System Development Services	3,000.00		2,758.35	241.65	8%
20296200	GS Parking Charges	200.00	3.50	89.25	110.75	55%
	SUB-TOTAL	617,550.00	48,160.87	384,063.67	233,486.33	38%
3000	OTHER CHARGES					
30321000	Interest Expense	29,500.00		28,648.49	851.51	3%
30322000	Bond/Loan Redemption	87,000.00	429.93	84,614.53	2,385.47	3%
30345000	Taxes/Licenses/Assess Trans	2,500.00		-	2,500.00	100%
	SUB-TOTAL	119,000.00	429.93	113,263.02	5,736.98	5%

Account Number	Expenditure Account	Budgeted 2019/2020	Current Expenditures	Expenditures to Date	Funds Available	% Left
4000	FIXED ASSETS					
41410100	Land	200,000.00		25,000.00	175,000.00	
42420200	Struc. & Improvements	268,500.00	950.31	82,450.72	186,049.28	69%
43430300	Vehicles/Equipment	0.00		-	0.00	#DIV/0!
	SUB-TOTAL	468,500.00	950.31	107,450.72	361,049.28	77%
5000	INTERFUND CHARGES					
50557100	Fingerprinting Service	4,000.00	32.00	822.22	3,177.78	79%
	SUB-TOTAL	4,000.00	32.00	822.22	3,177.78	79%
79790100	<i>Contingency Appropriations</i>	0.00		-	0.00	0%
	<i>Deposit into Reserves</i>	0.00		-	0.00	0%
	GRAND TOTAL	3,136,050.00	159,804.27	2,022,616.04	1,113,433.96	36%

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
REVENUE STATEMENT
FISCAL YEAR 2019/2020
APRIL 2020**

Account Number	Revenue Account	2019/2020 Budgeted Revenue	Realized This Period	Collection YTD Balance	YTD Uncollected Balance	% Collected
91910100	Prop. Taxes - Current Secured	1,340,000	601,552.59	1,341,881.21	-1,881.21	100.14%
91910200	Prop. Taxes - Current Unsecured	40,000	718.12	50,297.67	-10,297.67	125.74%
91910300	Supplemental Taxes Current	20,000	13,221.56	26,503.00	-6,503.00	132.52%
91910400	Prop. Taxes Sec. Delinquent	10,000		9,614.99	385.01	96.15%
91910500	Prop. Taxes Supp. Delinq.	500		2,067.38	-1,567.38	413.48%
91910600	Unitary Current Secured	12,000	6,368.13	13,637.01	-1,637.01	113.64%
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	-		69.36	-69.36	
91913000	Prop. Tax Prior - Unsecured	1,000	88.46	602.55	397.45	60.26%
91914000	Penalty Costs - Prop. Tax	200	60.46	177.25	22.75	88.63%
91919900	Taxes - Other	-		0.00	0.00	
	SUB-TOTAL TAXES 9100	1,423,700	622,009.32	1,444,850.42	-21,150.42	101.49%
94941000	Interest Income	14,000	5,799.00	12,309.00	1,691.00	87.92%
94942900	Building Rental Other	110,000	-4,316.00	54,237.77	55,762.23	49.31%
94943900	Cell Tower Leases	29,600		18,282.46	11,317.54	61.77%
94944800	Rec.Concessions Final 9	17,000		14,552.18	2,447.82	85.60%
94945900	Other Vending Devices	-		0.00	0.00	#DIV/0!
94949000	Concessions - Other	-		0.00	0.00	
95952200	Homeowner Prop. Tax Relief	15,000	4,539.43	11,024.33	3,975.67	73.50%
95952900	In-Lieu Taxes	260,000		6,616.82	253,383.18	2.54%
95956900	State Aid - Other Misc. Programs	-		0.00	0.00	
96963313	Miscellaneous Fees	1,000		1,777.36	-777.36	177.74%
96964600	Recreation Service Charges	505,000	-715.00	261,292.85	243,707.15	51.74%
96969700	Security Services	2,500		1,509.87	990.13	60.39%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	-		2,328.25	-2,328.25	
97973200	Recreation Contributionss	-		0.00	0.00	
97973300	Orangevale Clubs	-		0.00	0.00	
97974000	Insurance Proceeds	2,500		1,684.38	815.62	67.38%
97979000	Revenue - Other	500		4,975.52	-4,475.52	995.10%
98987000	Issuance of Debt	-	0.00	55,608.00	-55,608.00	#DIV/0!
	SUB-TOTAL OTHER MISC. INCOME	957,100	5,307.43	446,198.79	510,901.21	46.62%
	TOTAL BUDGET AMOUNT	2,380,800	627,317	1,891,049.21	489,750.79	79.43%

OLLAD EXPENDITURES
FOR THE MONTH ENDING
MARCH 30, 2020

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906353442	20203500	US BANK NATIONAL ASSOCIAT	Education/Training Service	106.16
1906354471	20207602	HOME DEPOT USA INC	Signs	23.79
1906359369	20207602	CAPITAL CITY SIGNS INC	Signs	48.49
				72.28
1906359880	20210300	NORTHERN CALIFORNIA INALL	Agriculture/Horticulture Services	487.50
1906362426	20210300	NORTHERN CALIFORNIA INALL	Agriculture/Horticulture Services	450.00
				937.50
1906358736	20211200	AMERICAN RIVER ACE HARDWA	Building Maintenance Supply/Materials	6.45
1906358736	20212200	AMERICAN RIVER ACE HARDWA	Chemical Supplies	9.69
1906359882	20212200	SCP DISTRIBUTORS LLC LINC	Chemical Supplies	91.09
				100.78
1906358736	20213200	AMERICAN RIVER ACE HARDWA	Electronic Maintenance Supplies	3.97
1906350249	20214200	LOWES BUSINESS ACCOUNT	Land Improvement Maintenance Supplies	48.28
1906354484	20214200	SITEONE LANDSCAPE SUPPLY	Land Improvement Maintenance Supplies	369.35
1906359352	20214200	MOST DEPENDABLE FOUNTAINS	Land Improvement Maintenance Supplies	414.58
1906362407	20214200	MOMAR INC	Land Improvement Maintenance Supplies	847.95
				1,680.16
1906362425	20215200	SCP DISTRIBUTORS LLC LINC	Mechanical Systems Maintenance Supplies	292.89
1906358736	20216200	AMERICAN RIVER ACE HARDWA	Painting Supplies	102.89
1906359884	20216200	SITEONE LANDSCAPE SUPPLY	Painting Supplies	127.93
				230.82
1906358736	20216800	AMERICAN RIVER ACE HARDWA	Plumbing Maintenance Supplies	159.73
1906353442	20218200	US BANK NATIONAL ASSOCIAT	Irrigation Supplies	60.12
1906358736	20218200	AMERICAN RIVER ACE HARDWA	Irrigation Supplies	43.08
1906359883	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	328.47
				431.67
1906354464	20218500	COUNTY OF SACRAMENTO	Permit Charges	724.00
1906354275	20219100	SMUD	Electricity	5,334.04
1906359390	20219200	PACIFIC GAS AND ELECTRIC	Natural Gas/LPG/Fuel Oil	65.20
1906359391	20219200	PACIFIC GAS AND ELECTRIC	Natural Gas/LPG/Fuel Oil	132.72
1906359394	20219200	PACIFIC GAS AND ELECTRIC	Natural Gas/LPG/Fuel Oil	1,245.05
1906359395	20219200	PACIFIC GAS AND ELECTRIC	Natural Gas/LPG/Fuel Oil	165.67
1906359397	20219200	PACIFIC GAS AND ELECTRIC	Natural Gas/LPG/Fuel Oil	46.29
				1,654.93
1906359389	20219300	ALLIED WASTE SERVICES OF	Refuse Collection/Disposal Service	2,098.66
1906354342	20219500	UNITED SITE SERVICES	Sewage Disposal Service	202.57
1906354344	20219500	UNITED SITE SERVICES	Sewage Disposal Service	202.57
				405.14
1906353442	20219800	US BANK NATIONAL ASSOCIAT	Water	39.77
1906362392	20219800	ORANGE VALE WATER COMPANY	Water	2,040.04
				2,079.81
1906353442	20220600	US BANK NATIONAL ASSOCIAT	Auto Maintenance Supplies	118.51

ORANGEVALE RECREATION AND PARK DISTRICT - OLLAD ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2019/2020
MARCH 2020

Account Number	Expenditure Account	Budgeted 2019/2020	Current Expenditures	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20203500	Education/Training Service	3,000.00	106.16	1,004.40	1,995.60	67%
20206100	Membership Dues	1,000.00		-	1,000.00	100%
20207600	Office Supplies	500.00		225.80	274.20	55%
20207602	Signs	1,000.00	72.28	169.88	830.12	83%
20207603	Keys	1,500.00		176.74	1,323.26	88%
20210300	Agricultural/Horticultural Service	12,000.00	937.50	3,787.50	8,212.50	68%
20210400	Agricultural/Horticultural Supply	15,000.00		2,247.71	12,752.29	85%
20211200	Building Maint. Supplies	10,000.00	6.45	7,221.93	2,778.07	28%
20212200	Chemicals	35,000.00	100.78	20,811.33	14,188.67	41%
20213100	Electrical Maint. Service	6,000.00		-	6,000.00	100%
20213200	Electrical Maint. Supplies	2,000.00	3.97	1,551.31	448.69	22%
20214100	Land Improv. Maint. Service	34,000.00		45,582.40	(11,582.40)	-34%
20214200	Land Improv. Maint. Supplies	46,000.00	1,680.16	5,633.80	40,366.20	88%
20215100	Mechanical System Maint. Ser	10,000.00		8,060.01	1,939.99	19%
20215200	Mechanical System Maint. Sup	3,000.00	292.89	2,010.65	989.35	33%
20216200	Painting Supplies	1,500.00	230.82	1,060.02	439.98	29%
20216700	Plumbing Maint. Service	1,000.00		199.00	801.00	80%
20216800	Plumbing Maint. Supplies	4,000.00	159.73	1,206.65	2,793.35	70%
20218100	Irrigation Service	2,000.00		-	2,000.00	100%
20218200	Irrigation Supplies	18,000.00	431.67	7,987.13	10,012.87	56%
20218500	Permit Charges	2,000.00	724.00	2,397.25	(397.25)	-20%
20219100	Electricity	88,000.00	5,334.04	48,265.12	39,734.88	45%
20219200	Natural Gas / LPG/ Fuel Oil	30,000.00	1,654.93	15,617.30	14,382.70	48%
20219300	Refuse Collection / Disposal Service	24,000.00	2,098.66	15,397.91	8,602.09	36%
20219500	Sewage Disposal Service	14,000.00	405.14	9,627.33	4,372.67	31%
20219700	Telephone System	3,000.00		-	3,000.00	100%
20219800	Water	53,000.00	2,079.81	45,566.13	7,433.87	14%
20219900	Telephone System Maintenance	3,000.00		-	3,000.00	100%
20220500	Auto Maintenance Service	6,000.00		481.53	5,518.47	92%
20220600	Auto Maintenance Supplies	6,000.00	657.26	2,244.19	3,755.81	63%
20221200	Construction Equip. Maint. Sup.	500.00		-	500.00	100%
20222600	Expendable Tools	4,000.00	12.92	820.73	3,179.27	79%
20223600	Fuel & Lubricants	18,000.00	959.29	10,894.28	7,105.72	39%
20227500	Rent/Lease Equipment	5,000.00		4,779.71	220.29	4%
20228100	Shop Equip. Maint. Service	2,000.00		269.50	1,730.50	87%
20228200	Shop Equip. Maint. Supplies	7,000.00	30.15	2,176.37	4,823.63	69%
20229100	Other Equip. Maint. Service	2,500.00		273.32	2,226.68	89%
20229200	Other Equip. Maint. Supplies	4,000.00		-	4,000.00	100%
20231400	Clothing/Personal Supplies	4,000.00		1,612.92	2,387.08	60%
20232100	Custodial Service	0.00		-	0.00	#DIV/0!
20232200	Custodial Supplies	20,000.00	240.64	13,280.01	6,719.99	34%
20250500	Accounting Services	3,000.00		2,722.40	277.60	9%
20252500	Engineering Services	15,000.00		10,634.04	4,365.96	29%
20253100	Legal Services	18,000.00		-	18,000.00	100%
20257100	Security Services	20,000.00		13,929.19	6,070.81	30%
20259100	Other Professional Services	38,000.00	11,622.75	21,296.83	16,703.17	44%
20289800	Other Operating Expenses Sup.	3,500.00		1,635.88	1,864.12	53%
	SUB-TOTAL	600,000.00	29,842.00	332,858.20	267,141.80	45%

Account Number	Expenditure Account	Budgeted 2019/2020	Current Expenditures	Expenditures to Date	Funds Available	% Left
3000	OTHER CHARGES					
30321000	Interest Expense	0.00		-	0.00	0%
30322000	Bond/Loan Redemption	0.00		-	0.00	0%
30345000	Taxes/Licenses/Assess Trans	1,300.00		1,199.95	100.05	8%
	SUB-TOTAL	1,300.00	-	1,199.95	100.05	8%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	172,000.00		56,034.05	115,965.95	67%
43430300	Equipment	110,000.00		76,026.76	33,973.24	31%
	SUB-TOTAL	282,000.00	-	132,060.81	149,939.19	0%
	GRAND TOTAL	883,300.00	29,842.00	466,118.96	417,181.04	47%

OLLAD EXPENDITURES
FOR THE MONTH ENDING
APRIL 30, 2020

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906377515	20203500	US BANK NATIONAL ASSOCIAT	Education/Training Services	-106.16
1906385461	20210300	NORTHERN CALIFORNIA INALL	Agriculture/Horticulture Service	450.00
1906375587	20211200	AMERICAN RIVER ACE HARDWA	Building Maintenance Supply/Materials	134.83
1906377515	20213200	US BANK NATIONAL ASSOCIAT	Electrical Maintenance Supplies	21.42
1906385369	20214100	RORY MERRILL	Land Improvement Maintenance Service	2,125.00
1906375587	20214200	AMERICAN RIVER ACE HARDWA	Land Improvement Maintenance Supplies	29.07
1906372340	20215100	GOLDEN AIRE INC	Mechanical Systems Maintenance Service	162.50
1906382122	20215100	GOLDEN AIRE INC	Mechanical Systems Maintenance Service	504.00
				666.50
1906388754	20215200	US BANK NATIONAL ASSOCIAT	Mechanical Systems Maintenance Supplies	167.87
1906377515	20216200	US BANK NATIONAL ASSOCIAT	Painting Supplies	199.78
1906382134	20216800	LESLIES POOLMART INC	Plumbing Maintenance Supplies	36.26
1906382138	20216800	LESLIES POOLMART INC	Plumbing Maintenance Supplies	145.03
				181.29
1906375587	20218200	AMERICAN RIVER ACE HARDWA	Irrigation Supplies	88.10
1906372342	20218500	COUNTY OF SACRAMENTO	Permit Charges	601.00
1906372311	20219100	SMUD	Electricity	4,548.42
1906382092	20219200	PACIFIC GAS AND ELECTRIC	Natural Gas/LPG/Fuel Oil	933.09
1906377520	20219300	ALLIED WASTE SERVICES OF	Refuce Collection/Disposal Service	1,618.10
1906372308	20219500	COUNTY OF SACRAMENTO	Sewage Disposal Service	1,598.03
1906372325	20219500	UNITED SITE SERVICES	Sewage Disposal Service	202.57
1906372324	20219500	UNITED SITE SERVICES	Sewage Disposal Service	202.57
1906382123	20219500	UNITED SITE SERVICES	Sewage Disposal Service	13.72
				2,016.89
1906377515	20219800	US BANK NATIONAL ASSOCIAT	Water	39.77
1906381731	20219800	ORANGE VALE WATER COMPANY	Water	2,590.64
1906381730	20219800	SAN JUAN WATER DISTRICT	Water	265.74
1906388754	20219800	US BANK NATIONAL ASSOCIAT	Water	43.61
				2,939.76
1906372338	20220600	AUTOZONE	Auto Maintenance Supply	12.92
1906375587	20220600	AMERICAN RIVER ACE HARDWA	Auto Maintenance Supply	7.53
1906385460	20220600	GENERAL PARTS DISTRIBUTIO	Auto Maintenance Supply	87.46
				107.91
1906375587	20222600	AMERICAN RIVER ACE HARDWA	Expendable Tools	16.31
1906377516	20223600	FLEETCOR TECHNOLOGIES	Fuel/Lubricants	962.31
1906382126	20227500	GREENBACK EQUIPMENT RENTA	Rent/Lease Equipment	133.10

ORANGEVALE RECREATION AND PARK DISTRICT - OLLAD ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2019/2020
APRIL 2020

Account Number	Expenditure Account	Budgeted 2019/2020	Current Expenditures	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20203500	Education/Training Service	3,000.00	(106.16)	898.24	2,101.76	70%
20206100	Membership Dues	1,000.00		-	1,000.00	100%
20207600	Office Supplies	500.00		225.80	274.20	55%
20207602	Signs	1,000.00		169.88	830.12	83%
20207603	Keys	1,500.00		176.74	1,323.26	88%
20210300	Agricultural/Horticultural Service	12,000.00	450.00	4,237.50	7,762.50	65%
20210400	Agricultural/Horticultural Supply	15,000.00		2,247.71	12,752.29	85%
20211200	Building Maint. Supplies	10,000.00	134.83	7,356.76	2,643.24	26%
20212200	Chemicals	35,000.00		20,811.33	14,188.67	41%
20213100	Electrical Maint. Service	6,000.00		-	6,000.00	100%
20213200	Electrical Maint. Supplies	2,000.00	21.42	1,572.73	427.27	21%
20214100	Land Improv. Maint. Service	34,000.00	2,125.00	47,707.40	(13,707.40)	-40%
20214200	Land Improv. Maint. Supplies	46,000.00	29.07	5,662.87	40,337.13	88%
20215100	Mechanical System Maint. Ser	10,000.00	666.50	8,726.51	1,273.49	13%
20215200	Mechanical System Maint. Sup	3,000.00	167.87	2,178.52	821.48	27%
20216200	Painting Supplies	1,500.00	199.78	1,259.80	240.20	16%
20216700	Plumbing Maint. Service	1,000.00		199.00	801.00	80%
20216800	Plumbing Maint. Supplies	4,000.00	181.29	1,387.94	2,612.06	65%
20218100	Irrigation Service	2,000.00	88.10	88.10	1,911.90	96%
20218200	Irrigation Supplies	18,000.00		7,987.13	10,012.87	56%
20218500	Permit Charges	2,000.00	601.00	2,998.25	(998.25)	-50%
20219100	Electricity	88,000.00	4,548.42	52,813.54	35,186.46	40%
20219200	Natural Gas / LPG/ Fuel Oil	30,000.00	933.09	16,550.39	13,449.61	45%
20219300	Refuse Collection / Disposal Service	24,000.00	1,618.10	17,016.01	6,983.99	29%
20219500	Sewage Disposal Service	14,000.00	2,016.89	11,644.22	2,355.78	17%
20219700	Telephone System	3,000.00		-	3,000.00	100%
20219800	Water	53,000.00	2,939.76	48,505.89	4,494.11	8%
20219900	Telephone System Maintenance	3,000.00		-	3,000.00	100%
20220500	Auto Maintenance Service	6,000.00		481.53	5,518.47	92%
20220600	Auto Maintenance Supplies	6,000.00	107.91	2,352.10	3,647.90	61%
20221200	Construction Equip. Maint. Sup.	500.00		-	500.00	100%
20222600	Expendable Tools	4,000.00	16.31	837.04	3,162.96	79%
20223600	Fuel & Lubricants	18,000.00	962.31	11,856.59	6,143.41	34%
20227500	Rent/Lease Equipment	5,000.00	133.10	4,912.81	87.19	2%
20228100	Shop Equip. Maint. Service	2,000.00		269.50	1,730.50	87%
20228200	Shop Equip. Maint. Supplies	7,000.00	1,370.39	3,546.76	3,453.24	49%
20229100	Other Equip. Maint. Service	2,500.00		273.32	2,226.68	89%
20229200	Other Equip. Maint. Supplies	4,000.00		-	4,000.00	100%
20231400	Clothing/Personal Supplies	4,000.00	232.20	1,845.12	2,154.88	54%
20232100	Custodial Service	0.00	1,662.59	1,662.59	(1,662.59)	#DIV/0!
20232200	Custodial Supplies	20,000.00		13,280.01	6,719.99	34%
20250500	Accounting Services	3,000.00		2,722.40	277.60	9%
20252500	Engineering Services	15,000.00		10,634.04	4,365.96	29%
20253100	Legal Services	18,000.00		-	18,000.00	100%
20257100	Security Services	20,000.00	2,365.00	16,294.19	3,705.81	19%
20259100	Other Professional Services	38,000.00	6,754.00	28,050.83	9,949.17	26%
20289800	Other Operating Expenses Sup.	3,500.00		1,635.88	1,864.12	53%
	SUB-TOTAL	600,000.00	30,218.77	363,076.97	236,923.03	39%

Account Number	Expenditure Account	Budgeted 2019/2020	Current Expenditures	Expenditures to Date	Funds Available	% Left
3000	OTHER CHARGES					
30321000	Interest Expense	0.00		-	0.00	0%
30322000	Bond/Loan Redemption	0.00		-	0.00	0%
30345000	Taxes/Licenses/Assess Trans	1,300.00		1,199.95	100.05	8%
	SUB-TOTAL	1,300.00	-	1,199.95	100.05	8%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	172,000.00		56,034.05	115,965.95	67%
43430300	Equipment	110,000.00		76,026.76	33,973.24	31%
	SUB-TOTAL	282,000.00	-	132,060.81	149,939.19	0%
	GRAND TOTAL	883,300.00	30,218.77	496,337.73	386,962.27	44%

ORANGEVALE RECREATION AND PARK DISTRICT - KENENTH GROVE ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2019/2020
MARCH 2020

Account Number	Expenditure Account	Budgeted 2019/2020	Current Expenditures	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	500.00		-	500.00	100%
20207600	Office Supplies	100.00		-	100.00	100%
20207602	Signs	48.00		-	48.00	100%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20219800	Water	800.00	39.19	352.71	447.29	56%
20223600	Fuel & Lubricants	600.00	39.97	420.98	179.02	30%
20250500	Accounting Services	500.00		524.80	(24.80)	-5%
20252500	Engineering Services	1,000.00		650.00	350.00	35%
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		(2.64)	302.64	101%
20291500	COMPASS Costs	300.00		-	300.00	100%
20296200	GS Parking Charges	30.00		-	30.00	100%
	SUB-TOTAL	5,428.00	79.16	1,945.85	3,482.15	64%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	0.00		-	0.00	0%
	SUB-TOTAL	0.00	-	-	0.00	0%
	GRAND TOTAL	5,428.00	79.16	1,945.85	3,482.15	64%

ORANGEVALE RECREATION AND PARK DISTRICT - KENENTH GROVE ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2019/2020
APRIL 2020

Account Number	Expenditure Account	Budgeted 2019/2020	Current Expenditures	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	500.00		-	500.00	100%
20207600	Office Supplies	100.00		-	100.00	100%
20207602	Signs	48.00		-	48.00	100%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20219800	Water	800.00	39.19	391.90	408.10	51%
20223600	Fuel & Lubricants	600.00	40.10	461.08	138.92	23%
20250500	Accounting Services	500.00		524.80	(24.80)	-5%
20252500	Engineering Services	1,000.00		650.00	350.00	35%
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		(2.64)	302.64	101%
20291500	COMPASS Costs	300.00		-	300.00	100%
20296200	GS Parking Charges	30.00		-	30.00	100%
	SUB-TOTAL	5,428.00	79.29	2,025.14	3,402.86	63%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	0.00		-	0.00	0%
	SUB-TOTAL	0.00	-	-	0.00	0%
	GRAND TOTAL	5,428.00	79.29	2,025.14	3,402.86	63%

**ORANGEVALE RECREATION & PARK DISTRICT
FINANCE COMMITTEE MEETING RECAP
FRIDAY, MAY 1, 2020
8:30 AM**

**MEETING LOCATION:
District Office – Meeting Room
6826 Hazel Avenue
Orangevale, CA 95662**

1. **CALL TO ORDER** *The meeting was called to order at 8:42 a.m.
Roll call: Director Brunberg, Director Stickney, Administrator Foell, Finance/HR Superintendent Von Aesch, Park Superintendent Oropeza. Via Zoom, Recreation Supervisor Bain, Admin. Services Supervisor Woodford, and Rec Coordinator Roberts*
2. **PUBLIC DISCUSSION**
Any person may address the committee; however, any matter that requires action will be referred to staff and/or committee/Board of Directors for a report and action at a subsequent meeting.
3. **UNFINISHED BUSINESS**
4. **NEW BUSINESS**
 - A. Reduced Revenue Projections for the 2019/20 Fiscal Year Actuals and 2020/21 Fiscal Budget
Administrator Foell updated the Board with how COVID19 has affected the staff and the District classes, rentals, events and parks. He advised of the most recent openings of the tennis and, pickleball courts, disc golf and dog parks based on Governor Newsom's staged openings and how other Districts are carrying them out. With the information thus far before May's revenue is reported from the County, Administrator Foell is projecting a net revenue for 2019/20 to be approximately \$150,000 lower than last year.
 - B. Discussion of Expense Reduction Potential
Administrator Foell and Superintendent Von Aesch outlined various scenarios for possible District expense reductions requested by committee members including: medical plan reduction, omission of COLAs, the cost savings of staffing reduction of both part and full time positions, furloughs of 96 hours per year, one day per two weeks and one day per week, and the future consideration for contracting park maintenance for mowing, edging and blowing.
 - C. Capital Replacement, Capital Projects, and ADA Projects Discussion
Administrator Foell summarized the overall position of District's current finances. The possibility of purchasing two parks vehicles, improvements on the new property next door and a wide-area mower was discussed. All staff and Directors agreed that minimal would be done with the unknown impact of COVID19. The Capital Improvements list was thoroughly reviewed, and it was decided to further review how valid the proposed bond measure and its implications at the May Board meeting.
 - D. Discussion of District Employee Salaries and Benefits
Part-time salaries will continue to rise due to the yearly increase in the minimum wage. The Western States Cost of Living increase from March of 2019 to March of 2020 was 2.4%. The Directors recommended including 1% COLA in the Preliminary Budget proposal to account for the need to keep a reasonable distance between part-time and full-time salaries and a 96 hour furlough to help lessen the financial stress of COVID19. Superintendent Von Aesch will update any 2021 medical information as soon as available at a future meeting.
 - E. Discussion of the 2020/21 Preliminary Budget
Administrator Foell overviewed the current budget snapshot and highlighted projections. The anticipated income from Sacramento County is being projected between 1.5% and 4% showing that the tax base growth could be slowing as predicted. He stated that the District should remain conservative in spending as we could be as much as 200k to 250k in the red by the end of the fiscal year. This will be clearer by the end of May when we have the tax information in from the County. Last year (2018/19) continued the District's small budget surplus and the District needs to maintain a healthy reserve of \$800,000 to avoid dry financing.

5. **DIRECTOR'S AND STAFF'S COMMENTS**
6. **ITEMS FOR NEXT AGENDA**
7. **ADJOURNMENT** *The meeting was adjourned at 10:30 am*

STAFF REPORT



DATE: 4-9-20

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: MONTHLY ACTIVITY REPORT – MARCH 2020

ADMINISTRATION

- The Big Day of Service on May 16th has been cancelled.
- All District activities, classes, and rentals have been cancelled through May 1st due to COVID 19.
- Administrator Foell, Park Supt. Oropeza, Supervisor Bain, and Foreman Fuhlrodt met with consultant Jim Doughtey regarding options for repairing the cracks in the pool and long-term solutions and timelines for resurfacing the pool.
- Administrator Foell took part in the CARPD Legislative Conference Call on March 12th.
- Admin. Foell met with consultant Rick Brandis regarding the District's recent debt issuance.
- Administrator Foell met with Nik Margulski from Xtechs to discuss computer network upgrades.

RECREATION

March	Enrollment	Attendance	Gross Revenue
Classes			
Aiki Jujitsu Self Defense	9		\$ 156.00
Aikido Teen/Adult	2		\$ 282.00
Aikido Youth	2		\$ 172.00
American Mahjong	13		\$ 13.00
Babysitting CPR	1		\$ 37.00
Ballet - Baby	3		\$ 36.00
Ballet - Pre Ballet	5		\$ 60.00
Basic Horsemanship	3		\$ 492.00
Beginning Beekeeping	7		\$ 446.00
Child and Babysitting Safety	1		\$ 62.00
Dance -Cha Cha	2		\$ 54.00
Karate - Preschool	1		\$ 155.00
Karate - SA Shotokan	5		\$ 747.00
Kids Ninja	1		\$ 142.00
Tai-Chi Chuan	4		\$ 71.00
TwirlSport Tumbling - Intermediate	2		\$ 32.00
Ukulele	35		\$ 35.00
Yoga for Grown Ups	6		\$ 129.00
Classes Sub Total	102	0	\$ 3,121.00
SENIORS			
Bridge	28		\$ 28.00
Senior Lunches		93	
Seniors Sub Total	28	93	\$ 28.00
GRAND TOTAL	130	93	\$ 3,149.00

March Gross Revenue Recap – March OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$23,357, \$25,143 under the projected amount. March recreation revenue came in at \$17,209, \$22,791 under the projected amount and facility revenue in came in at \$5,147, \$2,353 under the projected amount. *Please note the revenue referenced here includes prepayments for future programs while the revenue figures listed in the chart on the previous page represent revenue attributed to programs occurring in March.*

Fulton-El Camino Park District Police Department
Monthly activity report for: Orangevale Recreation and Park District
Reporting Period: 2020-03-01 to 2020-03-31

Almond Park

Notice To Appear Issued

1) Date/Time: 2020-02-24 12:04

Violation 1: 4000(a) CVC No current registration, Severity: Inf

Violation 2: 16028(a) CVC No Insurance, Severity: Inf

2) Date/Time: 2020-02-25 13:25

Violation 1: 4000(a) CVC No current registration, Severity: Inf

Violation 2: 5200(a) CVC Two license Plates Required, Severity: Inf

Off Property

Notice To Appear Issued

1) Date/Time: 2020-02-10 19:29

Violation 1: 21453(a) CVC Red Light, Severity: Inf

PARKS

Park Infrastructure

All Parks

- Staff continues to do monthly playground inspections and takes care of repairs on site if necessary.
- Staff disinfected and closed all restrooms, playgrounds, and dog park.
- Staff removed graffiti form Horse Arena and Pecan Park

Mechanics

- Staff replaced the cooling, replace the thermostat, and did a radiator flush on the Kubota f3680.
- Staff replaced the battery on the Ford Ranger.
- Staff installed a new gear box and bearing housing on zd331 mower.
- Staff installed a new hydraulic deck lift mechanism on ZD 1211.

Park Irrigation

All Parks

- All irrigation systems are on.
- Staff repaired a leaking valve at Orangevale Community Center.
- Staff replaced 5 sprinklers in various parks of the district.

Park Grounds

All Parks

- Staff continues with regular detail maintenance in all parks and park restrooms.
- Mowing was done biweekly due to mower issues.
- Staff applied pre-emergent fertilizer to all sport fields.
- Staff reseeded and fertilized the dog park.
- Staff pruned Pecan Park.

Other Reports

- Staff repaired the south entrance door to the Activities Building. Vandals broke into the fire control room and damaged the door. No property was stolen.

- Staff repaired the Pecan restroom door three times due to vandalism. The lock and chain were cut, and the door forced open.
- The lock to the entrance to the dog park was cut two times. Lock was replaced by staff.
- Staff repaired the pool leak at the Community Pool. Staff sealed the two cracks located near the middle of the pool.

STAFF REPORT



DATE: 5-14-20

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: MONTHLY ACTIVITY REPORT – APRIL 2020

ADMINISTRATION

- Administrator Foell participated in an Orangevale Community Council Zoom meeting.
- OVparks staff held Zoom staff meetings throughout the month.
- Administrator Foell participated in two Sacramento Area Park Managers Zoom meetings to discuss impacts of COVID 19 and re-opening strategies.
- Administrator Foell took part in an Electric Greenway lighting discussion Zoom meeting.
- Admin. Foell participated in a Zoom meeting with the CARPD District Managers.
- Administrator Foell, Directors Stickney and Brunberg, Superintendent's Oropeza and Von Aesch, Supervisors Bain and Woodford, and Coordinator Roberts participated in the Finance Committee Meeting on May 1st.

RECREATION

For the month of April the recreation staff has been hard at work on wrapping up the closing of the District as well as researching and planning for the future after we come out of the stay at home directive. The first thing that needed to be done was canceling and refunding all classes that were canceled. Supervisor Woodford and her staff worked very hard on making sure that all the refunds were processed, a task that is continuing as we cancel the classes for May. The Recreation Staff have been working to provide a source of information and activities for the people of Orangevale so they had access to things to do while at home. Specialist Brennan worked hard on creating the OVparks virtual community center, <https://sites.google.com/view/ovparksvcc/home> which is where all of this information can be found in one place.

The Recreation Staff has been working on planning for the future. Moving forward many things will be quite different. We have been working hard on making plans to reopen. Since we don't have a definite idea of what to expect once the stay at home order is removed we have been working on multiple plans. We have been sitting in on numerous Zoom meetings talking with colleagues across the state and sharing ideas as and discussing the future.

Fulton-El Camino Park District Police Department Monthly activity report for: Orangevale Recreation and Park District Reporting Period: 2019-04-01 to 2019-04-30

Almond Park

Parking Citations Issued

1) Date/Time: 2019-04-07 15:41

V1: 4000(a) CVC No current registration

V2: 5200(a) CVC Display of two license plates required

2) Date/Time: 2019-04-07 15:38

V1: 4000(a) CVC No current registration

Off Property

Notice To Appear Issued

1) Date/Time: 2019-04-19 23:14
 Violation 1: 5200(a) CVC Two license Plates Required, Severity: Inf
 Violation 2: 21453(a) CVC Red Light Violation, Severity: Inf
 2) Date/Time: 2019-04-21 00:24
 Violation 1: 12500(a) CVC Unlicensed Driver, Severity: Mis
 Violation 2: 22450 CVC Stop sign violation, Severity: Inf
 Violation 3: 4000(a) CVC No current registration, Severity: Inf
 3) Date/Time: 2019-04-28 19:26
 Violation 1: 21453(a) CVC Red Light Violation, Severity: Inf
 4) Date/Time: 2019-04-13 13:59
 Violation 1: 22350 CVC Basic speed law, Severity: Inf
Parking Citations Issued
 1) Date/Time: 2019-04-12 21:43
 V1: 22507.8(a) CVC Unlawful parking in disabled space
Onsite Arrests Made
 1) Date/Time: 2019-04-20 21:36
 V1: 25400(A)(1) PC Possession of concealed firearm in vehicle Severity: Mis
OV Community Center
Parking Citations Issued
 1) Date/Time: 2019-04-06 17:10
 V1: 5200(a) CVC Display of two license plates required
 2) Date/Time: 2019-04-06 17:04
 V1: 4000(a) CVC No current registration
 3) Date/Time: 2019-04-07 16:01
 V1: 4000(a) CVC No current registration
 4) Date/Time: 2019-04-07 15:58
 V1: 9.36.065(d) SCO Failure to park in designated area
 5) Date/Time: 2019-04-07 16:39
 V1: 5200(a) CVC Display of two license plates required
 V2: 5204(a) CVC Current registration tabs not properly displayed
OV Community Park (Disc Golf)
Notice To Appear Issued
 1) Date/Time: 2019-04-13 03:00
 Violation 1: 21453(a) CVC Red Light Violation, Severity: Inf
Parking Citations Issued
 1) Date/Time: 2019-04-06 17:18
 V1: 4000(a) CVC No current registration
 2) Date/Time: 2019-04-23 18:13
 V1: 4000(a) CVC No current registration
Palisades Park
Notice To Appear Issued
 1) Date/Time: 2019-04-19 21:13
 Violation 1: 11350(a) HS Possession of narcotic controlled substance, Severity: Mis
Pecan Park
Parking Citations Issued
 1) Date/Time: 2019-04-07 13:46
 V1: 4000(a) CVC No current registration
Onsite Arrests Made
 1) Date/Time: 2019-04-09 17:15
 V1: 21310 PC Dirk / Dagger Severity: Fel
 V2: 11350(a) HS Possession of narcotic controlled substance Severity: Mis

PARKS

Park Infrastructure

All Parks

- Staff continues to do monthly playground inspections and takes care of repairs on site if necessary.
- Staff disinfected and closed picnic areas, disk golf and tennis courts.
- Staff removed graffiti from Oak and Filbert, Horse Arena and Pecan Park.
- Staff removed extra trash from various parks of the district due to illegal dumping and homeless camps.

Mechanics

- Staff did all regular maintenance on mowers and other maintenance equipment.
- Staff replaced the cam position sensor and PCV valve on Dodge Ram 2500.
- Staff installed a new alternator on the Kubota F3680 mower.

Park Irrigation

All Parks

- Staff has been working with Hunter Industries to start the process of getting the irrigation system to a cloud-based system. Currently, staff is only able to access basic information via cell phone (cloud).
- All irrigation systems are on.
- Staff replaced three sprinklers at various parks of the district.

Park Grounds

All Parks

- Staff continues with regular detail maintenance in all parks and park restrooms.
- Staff repaired 40 feet of fence near the east entrance to Oak and Filbert Park.
- Staff removed fallen branch from Disk Golf near hole 7.

Other Reports

- Staff repaired the north entrance door to Building #1 at the new property. Vandals broke in and damaged the door. No property was stolen.
- The lock to the entrance to the dog park and the men's restroom was cut and the locks were replaced.
- Staff Worked with John Kelly, our neighbor to the east of the Orangevale Community Center Park, in the cleanup of tree branches and shrubs and the digging of the holes along the east fence line of the Community Center Park's new property.

STAFF REPORT



DATE: 5-14-20

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVE THE GROUND LEASE AGREEMENT WITH CCTM1 LLC (CROWN CASTLE) TO EXTEND THE CELL TOWER LEASE AT ORANGEVALE COMMUNITY PARK

RECOMMENDATION

Approve the Ground Lease Agreement with CCTM1 LLC (Crown Castle) to extend the cell tower lease at Orangevale Community Park.

BACKGROUND

The District has been in negotiations with Crown Castle regarding extending the cell tower lease at Orangevale Community Park on and off since 2014. The District Administrator and the District's Attorney David McMurchie recently concluded negotiations for a twenty-five-year extension of the lease with CCTM1 LLC (Crown Castle) after the original lease term expires on September 18, 2026. The original contract provisions and rental rate will remain in place in the current monthly amount of \$643.78. The provisions of the contract extension will add 856.22 per month to the current contract amount of 643.78 for a total monthly rent of \$1,500. Beginning on September 1, 2026 and annually the rent shall increase an amount equal to four percent of the most recent past rent. The contract has provisions for an independent valuation of the lease at expiration of the original lease (September 2026) and after the second renewal term (September 2036) with a cap of 14 percent more than the then current lease amount. The contract also has a provision for an expansion of the current square footage up to a total of 111 square feet to be paid at the same square foot rate as exists at the time of full execution of the expansion documents. There is a conditional signing bonus in the amount of \$10,000 plus all attorney fees associated with the contract extension (\$21,360). Attorney McMurchie will be in attendance at the meeting to answer any questions regarding contract provisions. Staff recommends approval of the contract extension.

RECOMMENDED MOTION

I move we approve the Ground Lease Agreement with CCTM1 LLC and authorize the District Administrator to execute the agreement.

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the “Agreement”) is made as of the date of the final signature below, by and between ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, (“Lessor”) and CCTM1 LLC, a Delaware limited liability company (“Lessee”).

1. Definitions.

“Agreement” means this Ground Lease Agreement.

“Approvals” means all certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its intended use of the Leased Premises.

“Commencement Date” means the first day of the month following the month in which this Agreement was fully executed.

“Defaulting Party” means the party to this Agreement that has defaulted as provided for in Section 26 of this Agreement.

“Hazardous Material” means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. “Environmental Law(s)” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

“Improvements” means a wireless communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, and related improvements and structures and uses incidental thereto.

“Initial Term” means a period of time commencing on the Commencement Date and expiring September 18, 2026.

“Lease Term” means the Initial Term and any Renewal Terms.

“Leased Premises” means the Original Premises subject to the Original Lease, consisting of approximately two hundred forty-seven (247) square feet, as well as an approximately one hundred eleven (111) additional square feet adjacent to and contiguous with the Original Premises, in the event Lessee exercises the Expansion Option as set forth in Section 8 (the “Additional Premises”), all of which is more fully depicted and/or described in Exhibit “B” attached hereto and incorporated by this reference.

“Lessee’s Notice Address” means:

CCTM1 LLC
c/o Crown Castle USA Inc.
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

“Lessor’s Notice Address” means:

Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale, CA 95662-3445
Attention: District Administrator

With a copy to:
David W. McMurchie
MCMURCHIE LAW
PO Box 1846
Folsom, CA 95630
(916) 214-2244
dmcurchie@mcmurchie.com

“Lessor’s Property” means the parcel of land commonly known as Orangevale Community Park, Orangevale, California 95662, assessor’s parcel number 213-0015-009, as more fully described in Exhibit “A” attached hereto and incorporated by this reference.

“Non-Defaulting Party” means the party to this Agreement that has not defaulted as provided for in Section 26 of this Agreement.

“Original Lease” means that certain Communications Site Lease Agreement between Lessor and Pacific Bell Mobile Services, a California corporation (“Original Lessee”) dated May 30, 1996, as amended by the First Amendment to Communications Site Lease Agreement dated January 16, 1997, whereby Original Lessee leased certain real property, together with access and utility easements, located on Lessor’s Property from Lessor (the “Original Premises”). The Original Lease had an initial term that commenced on September 19, 1996, and expired on September 18, 2001. The Original Lease provides for five (5) extensions of

five (5) years each, the first four (4) of which were exercised by Original Lessee. According to the Original Lease, the final extension expires on September 18, 2026.

“Renewal Term” means a period of five (5) years commencing upon the expiration of the Initial Term or prior Renewal Term, as the case may be. Lessee shall have the right to extend the Term of this Agreement for four (4) - five (5) year terms on the same terms and conditions as set forth herein. The Renewal Terms shall be automatically exercised unless Lessee notifies Lessor in writing of its intention not to extend at least ninety (90) days prior to expiration of the then current term.

“Rent” means the consideration payable by Lessee to Lessor in exchange for the Leased Premises in the amount of Ten Thousand Two Hundred Seventy-Four and 64/100 Dollars (\$10,274.64) per year to be paid in equal monthly installments of Eight Hundred Fifty-Six and 22/100 Dollars (\$856.22). This amount is in addition to any and all amounts payable under the Original Lease. The Rent to be paid hereunder shall increase as follows:

(A) Beginning on September 1, 2026 and annually on each September 1st thereafter the Rent shall increase by an amount equal to four percent (4%) of the most recent past rent.

(B) Upon the expiration or earlier termination of the Original Lease, the Rent payable hereunder shall increase one time by an amount equal to the last monthly rent amount Original Lessee paid to Lessor under the Original Lease (i.e. the resultant Rent under this Agreement shall be the last amount payable under this Agreement plus the last amount payable under the Original Lease), and the Rent shall otherwise escalate as provided for herein thereafter.

(C) Upon the expiration or earlier termination of the Original Lease, Lessor shall have the option within ninety (90) days of the expiration or earlier termination of the Original Lease to obtain an independent valuation of the Leased Premises to determine an appropriate Rent (the “First Appraisal Option”). In the event Lessor exercises the First Appraisal Option, an appraisal of the Premises shall be made by a professional independent real estate appraiser selected by Lessor, at Lessor’s sole cost and expense. Lessor may, in its discretion, elect to make use of the appraised value as an increase to the Rent (“First Appraised Rent Increase”). If Lessor elects the First Appraised Rent Increase then, upon written notice to Lessee, the Rent hereunder shall increase up to the appraised value, but in no event shall the First Appraised Rent Increase be greater than fourteen percent (14%) more than the then-current Rent amount. The First Appraised Rent Increase shall be effective upon the date of the expiration or earlier termination of the Original Lease and shall continue to escalate in accordance with (A) above thereafter.

(D) Upon the expiration or earlier termination of the second (2nd) Renewal Term, Lessor shall have the option within ninety (90) days of the expiration of the second (2nd) Renewal Term to obtain an independent valuation of the Leased Premises to determine an appropriate Rent (the “Second Appraisal Option”). In the event Lessor exercises the Second Appraisal Option, an appraisal of the Premises shall be made by a professional independent real estate appraiser selected by Lessor, at Lessor’s sole cost and expense. Lessor may, in its discretion, elect to make use of the appraised value as an increase to the Rent (“Second Appraised Rent Increase”).

If Lessor elects the Second Appraised Rent Increase then, upon written notice to Lessee, the Rent hereunder shall increase up to the appraised value, but in no event shall the Second Appraised Rent Increase be greater than fourteen percent (14%) more than the then-current Rent amount. The Second Appraised Rent Increase shall be effective upon the date of the expiration of the second (2nd) Renewal Term and shall continue to escalate in accordance with (A) above thereafter.

2. **Lessor's Cooperation.** In that the Leased Premises is a fully operating cellular site, all Approvals have already been obtained. In the event additional action is necessary to maintain the necessary Approvals or additional Approvals are needed during the Lease Term, Lessor shall: (i) cooperate with Lessee in its efforts to obtain said Approvals, including all appeals; and (ii) take no action that would adversely affect the Leased Premises. Lessor acknowledges that Lessee's ability to use the Leased Premises is contingent upon Lessee obtaining and maintaining the Approvals. Additionally, Lessor understands it may be necessary for Lessee to prepare, execute, submit, file and present, at no cost or expense to Lessor, building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor's cooperation, which Lessor hereby agrees to provide. Lessor shall not knowingly do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements or Leased Premises or cause them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals. This Agreement shall not be construed as a waiver of any requirement, fee or procedure required to obtain any Approvals.

Lessee shall at its sole cost and expense promptly comply with all Federal, State and local statutes and ordinances, and with all directives of appropriate governmental agencies as may now exist or may hereafter be in force concerning Lessee's use and safety of the Leased Premises and, at its sole cost and expense, make any repairs, changes or modifications in, on, or to the Leased Premises required by any of the foregoing except for safety matters unrelated to Lessee's use. For purposes of this paragraph, the judgment of any court of competent jurisdiction, or the admission by Lessee in any action or proceeding against Lessee, whether Lessor is a party thereto or not, that Lessee has violated any such statute or ordinance in the use of the Leased Premises shall be conclusive of the fact as between Lessee and Lessor.

3. **Lease Term.** Effective as of the Commencement Date, Lessor leases the Leased Premises to Lessee for the Initial Term. The term of this Agreement shall automatically be extended for four (4) successive Renewal Terms, unless this Agreement is terminated pursuant to the provisions set forth herein.

4. **Top Lease.** The parties agree that with respect to the Original Premises alone this Agreement shall be subject to the Original Lease. Lessee currently manages the wireless communications facility on the Original Premises pursuant to an agreement with Original Lessee. Lessee's rights under this Agreement shall be subordinate to the Original Lease entirely as to the Original Premises.

5. **Rent.** Commencing on the first day of the second full month following full execution of this Agreement, Lessee shall pay Rent for the Leased Premises.

6. **Conditional Signing Bonus.** Lessee will pay to Lessor a one-time amount of Twenty-One Thousand Three Hundred Sixty and No/100 Dollars (\$21,360.00) for the full execution of this Agreement (“Conditional Signing Bonus”). Lessee will pay to Lessor the Conditional Signing Bonus within sixty (60) days of the full execution of this Agreement. In the event that this Agreement (and any applicable memorandum) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Signing Bonus to Lessor. Lessee will pay to Lessor a one-time amount of Ten Thousand and No/100 Dollars (\$10,000.00) for execution of this Agreement, which amount shall be in addition to the Conditional Signing Bonus, provided that Lessor executes this Agreement and delivers the executed original(s) to Lessee within thirty (30) days of Lessor’s receipt of the executable original(s) from Lessee (the “Expedite Fee”). Lessee will pay to Lessor the Expedite Fee within thirty (30) days of Lessor’s execution of this Agreement. Lessor understands time is of the essence and in the event that this Agreement (and any applicable memorandum) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Expedite Fee to Lessor.

7. **Easements.** Lessor grants the following easements and rights-of-way over, under and upon Lessor’s Property to Lessee, Lessee’s employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) an easement in the location described and/or depicted in Exhibit “B” for construction, use, maintenance and repair of an access road for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Premises; and (ii) a utility easement (the “Utility Easement”) in the location described and/or depicted in Exhibit “B” for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes, provided that in the event that any public utility is unable or unwilling to use the Utility Easement in the location described and/or depicted in Exhibit “B”, Lessor shall grant an alternate easement either to Lessee or directly to the public utility at no cost and in a location acceptable to Lessor and the public utility (collectively, the “Easements”).

8. **Expansion Option.** During the Lease Term, Lessee shall have the option (“Expansion Option”) to amend the Agreement to lease up to a maximum of one hundred eleven (111) square feet of real property adjacent to the existing Leased Premises as depicted as the “Expansion Option” in Exhibit “B” (“Additional Premises”) on the same terms and conditions set forth in this Agreement. Lessee may conduct any reasonable due diligence activities on the Additional Premises at any time after full execution of this Agreement. If Lessee elects to exercise the Expansion Option, after full execution of the Additional Premises Documents (as defined below), Lessee shall pay the same rent per square foot for the Additional Premises as the rent paid per square foot by Lessee for the existing Leased Premises at the time of full execution of the Additional Premises Documents. The rent for the Additional Premises shall increase in the same manner as the rent increases for the existing Leased Premises. Lessee may exercise the Expansion Option by providing written notice to Lessor at any time; provided, however, that following Lessee’s delivery of notice to Lessor, Lessee may at any time prior to full execution of the Additional Premises Documents withdraw its election to exercise the Expansion Option if Lessee

discovers or obtains any information of any nature regarding the Additional Premises that Lessee determines to be unfavorable in its sole discretion. Within thirty (30) days after Lessee's exercise of the Expansion Option, Lessor agrees to execute and deliver an amendment to the Agreement, a memorandum of amendment, and any other documents necessary to grant and record Lessee's interest in the Additional Premises ("Additional Premises Documents"). In addition, within thirty (30) days after Lessee's exercise of the Expansion Option, Lessor shall obtain and deliver any documentation necessary to remove, subordinate or satisfy any mortgages, deeds of trust, liens or encumbrances affecting the Additional Premises to Lessee's satisfaction.

9. **Utilities.**

(A) During the Term of the Agreement, Lessor shall continue to supply electric power to Lessee's Improvements, which shall continue to be sub-metered. Lessor shall pay the utility provider directly and shall charge Lessee quarterly based upon the actual usage generated by Lessee's Improvements as determined by Lessor's meter reading. Upon receipt of notice for said utility charges, Lessee shall have thirty (30) days in which to reimburse Lessor. Lessor shall provide Lessee with evidence of the calculation of the actual utility charge due. If Lessee objects to said charge, the parties shall attempt to reach a joint decision to resolve any such objection as soon as practicable.

(B) **Institution of Quarterly Administrative Fee to Lessor.** In addition to the above utility charge, in the event Lessee does not elect to install a separate meter for its electrical usage pursuant to Section 9(C) within six (6) months following the Commencement Date, Lessee shall commence paying Lessor an administrative fee of fifteen percent (15%) of the utility charge set forth in Section 9(A). Said administrative fee is to cover Lessor's cost of calculating, administrative review and billing the utility charge. The administrative charge shall be due and payable quarterly commencing six (6) months following the Commencement Date, at the same time and manner as the above utility charge.

(C) Lessee may, at its option and at its sole cost and expense, elect to install a separate meter for its electrical usage. In the event Lessee elects to install a separate meter, Lessee shall thereafter pay the utility provider directly and all payments to Lessor pursuant to this Section 9 shall cease. Lessee shall be financially responsible for all of its utility service costs and shall establish in its own name a separate account billed directly to Lessee for that purpose. Lessee shall not sell or re-meter utility services on the Leased Premises to any other entity. Lessor reserves the right upon thirty (30) days' notice to Lessee to relocate Lessee's access and utilities at any time during the term of the Agreement at Lessor's expense. Such relocation will be performed in a manner which does not disrupt Lessee's business operations.

10. **Lessee's Right to Terminate; Effect of Termination by Lessee.** Lessee shall have the right to terminate this Agreement, at any time, without cause, by providing Lessor with one hundred eighty (180) days' prior written notice. Upon such termination, this Agreement shall become null and void, with the exception of Section 14 "Hazardous Materials", Section 19 "Surrender of Property", Section 20 "Indemnification" and Section 21 "Environmental Fines and Penalties" which shall survive the termination of this Agreement, and neither party shall have any further rights or duties hereunder, except that any monies owed by either party to the other up to the date

of termination shall be paid within thirty (30) days of the termination date, as well as those duties owed under the above Sections.

11. Use of Property. Lessee shall use the Leased Premises and the Easements strictly in accordance with the terms of this Agreement and solely for the purpose of constructing, modifying, upgrading, repairing, maintaining and operating the Improvements and uses incidental thereto. Lessee may place a security fence around the perimeter of the Leased Premises. All Improvements shall be constructed at Lessee's sole expense. It is the intent of the parties that Lessee's wireless communications facility shall not constitute a fixture. Prior to installing, upgrading or operating any new equipment not specifically authorized and permitted herein, or otherwise making any change in the manner of operating Lessee Facilities, Lessee shall at its sole cost and expense, upon request from Lessor, prepare a pre-use interference study and shall obtain Lessor's written statement of satisfaction therewith. The pre-use interference study shall analyze any interference that the proposed new equipment may cause with preexisting equipment. At all times, Lessee's use of the Leased Premises shall be lawful and in compliance with all applicable governmental requirements and regulations. Throughout the term of this Agreement Lessee shall provide Lessor with a current copy of the Federal Communications Commission ("FCC") license authorizing Lessee to operate the Lessee Facilities at the Leased Premises. Lessee will maintain the Leased Premises in a safe condition. Lessee shall be responsible for the removal of all garbage and refuse on the Leased Premises.

The location of the Lessee Facilities installed by Lessee pursuant to this Agreement are described in Exhibit "B" attached hereto and incorporated herein. Construction and installation of any alterations on the Leased Premises shall be in accordance with this Agreement.

Lessee shall at all times conduct its use of the Leased Premises in such a manner that it shall not constitute a public or private nuisance.

In the event of an emergency in which Lessor determines that it is necessary to utilize Lessee's access to the Leased Premises to remedy the effects of the emergency, Lessor shall have the right to bar access to the Leased Premises for the duration of the emergency and any period reasonably necessary to remedy the effects of the emergency. If Lessee's access is barred, Lessor shall consider a reasonable request from Lessee for access to Lessee's Facilities for necessary emergency repairs.

12. Removal of Obstructions. Subject to Lessor's consent, such consent not to be unreasonably withheld, conditioned or delayed, Lessee shall have the right to remove obstructions from Lessor's Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the Easements. Lessee shall dispose of any materials removed.

13. Condition, Maintenance and Modification of Premises.

(A) **"As Is" Condition.** Lessee accepts the Leased Premises "as is" and as satisfactory to Lessee, and Lessor makes no representation or warranty concerning the condition of the Leased Premises, or its suitability for Lessee's anticipated use. Lessee has ascertained the conditions of the Leased

Premises through its independent investigation and relies solely on such investigation in entering into this Agreement.

(B) Maintenance of Equipment Compound and Antennas on Tower. Lessee shall, at its own cost, maintain the Equipment Compound, landscaping necessitated by the use of the Leased Premises and the antennas on the Tower in good order and repair, under a plan of regular preventive maintenance.

(C) Maintenance and Clean-Up of Lessee Facilities. Lessee shall at its sole cost and expenses keep and maintain the Lessee Facilities in good order and repair and in a safe condition. Except for its negligence or willful misconduct, Lessor shall have no responsibility for the maintenance or condition of the Lessee Facilities. Lessee is responsible for daily removal of all garbage and refuse generated by its construction or maintenance activities. Lessee shall remove or paint over graffiti applied to the Leased Premises within seven (7) days of notice from Lessor.

(D) Remedy. Lessee agrees that if the Lessee Facilities become a hazard or a public nuisance, or if Lessee fails to keep and maintain the Lessee Facilities in good order and repair and in a safe condition, and if Lessee does not cure said defect within thirty (30) days after receipt from Lessor of a notice to maintain or repair the Lessee Facilities, then Lessor shall have the option to repair the Lessee's Facilities and recoup the cost thereof from Lessee or, at Lessor's sole and absolute election, to remove the Lessee's Facilities from the Leased Premises at Lessee's expense. Following the expiration of the applicable cure period, Lessor shall provide Lessee with at least seven (7) days' notice prior to performing any repair, which notice shall specify the date and time of Lessor's proposed work.

(E) Modifications. Lessee agrees and acknowledges that any changes to the Lessee's Facilities including their locations as set forth in Exhibit "B", any modifications to or replacement of the equipment which alters the size or appearance of the equipment, or the power output or frequencies shall occur at the sole expense of Lessee and shall proceed only upon prior written approval of Lessor, such approval not to be unreasonably withheld, conditioned or delayed. Prior to undertaking any alterations, Lessee shall submit to Lessor detailed and complete plans and specifications for the proposed work. If there are other Lessees using the Tower, Lessor shall be entitled to take into consideration its obligations to such other Lessees in considering Lessee's requested change(s). Notwithstanding the foregoing, design changes required as part of the permitting process; minor equipment modifications that do not increase the size of the Leased Premises or the height and/or width of any support structure; and substantially similar or "like-for-like" replacements of equipment shall be permitted without the prior written consent, provided that Lessee shall provide notice of such design changes or minor equipment modifications to Lessor. Lessee shall not make or suffer to be made any alterations to surrounding Lessor facilities.

14. Hazardous Materials.

(A) Lessee's Obligation and Indemnity. Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall defend, indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities

or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.

(B) Lessor's Obligation and Indemnity. Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Lessor's Property or Leased Premises in any manner prohibited by law. Lessor shall defend, indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Lessor's Property or Leased Premises if caused by Lessor or persons acting under Lessor.

15. Real Estate Taxes. Lessee shall, at its sole cost and expense, pay any and all taxes, assessments and other charges of whatsoever character that may be levied or charged upon Lessee's interest as herein may be created, including Lessee's Facilities, improvements, operations, or right to use the Leased Premises. Lessor shall pay all other real estate taxes on Lessor's Property, to the extent applicable, provided that Lessor shall not be responsible for paying any taxes, assessments and other charges of whatsoever character that may be levied or charged upon Lessee's interest as herein may be created, including Lessee's Facilities, improvements, operations, or right to use the Leased Premises.

(A) Possessory Interest Notice. Under this Agreement a possessory interest subject to property taxation and special taxation may be created. Pursuant to California Revenue and Taxation Code Section 107.6, and Title 5, Division 2, Part 1, Chapter 2.5 of the Government Code (commencing with Section 53311), notice is hereby given that such property interest may be subject to property taxation and special taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property or special taxes on such interest.

(B) Lessee's Right to Contest Tax. Lessee shall have the right to contest in its own name, in good faith and by all appropriate proceedings, the amount, applicability, or validity of any tax assessment pertaining to the Leased Premises and Lessee's operations thereon. In the event Lessee initiates such contest, Lessor shall reasonably cooperate with Lessee, provided such contest will not subject any part of the Leased Premises to forfeiture or loss; and provided further, that if Lessee contests any assessment made by the Assessor of the County of Sacramento, Lessor shall not be obligated to cooperate therewith.

(C) Costs of Document Preparation. In the event that the Sacramento County Assessor requires preparation and filing of any form or tax exemption application due to the existence of Lessee's Facilities on the Leased Premises, Lessee agrees to prepare and file such form or application at Lessee's sole cost and expense.

16. Insurance. Throughout the term of this Agreement and any extensions hereto, Lessee, at its sole cost and expense, shall obtain and keep in force insurance in accordance with the requirements set forth in Exhibit "C" attached hereto and incorporated by this reference. Lessee

shall furnish Lessor with evidence of coverage as provided in Exhibit "C" prior to commencement of any of Lessee's activities on the premises as permitted under the terms of this Agreement.

Failure by Lessee to maintain any of the required insurance, or to provide Lessor with the required evidence of insurance as set forth in Exhibit "C" shall constitute a breach of this Agreement.

17. **Destruction or Condemnation.** If the Leased Premises or Lessee's Facilities are damaged, destroyed or condemned, Lessee may elect to terminate this Agreement as of the date of the damage, destruction or condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction or condemnation. If Lessee chooses not to terminate this Agreement, the Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Leased Premises. In the event of condemnation, with either option, Lessee shall have the right to contest the taking and directly pursue an award.

18. **Sale of Property.** If Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part then such sale shall be under and subject to this Agreement.

19. **Surrender of Property.** Lessee shall, upon Lessor's request, within ninety (90) days of termination or expiration of this Agreement, remove all Lessee's Facilities to a depth of three (3) feet (including, but not limited to: Tower structures, shelters, equipment pads, and conduits) from the Leased Premises, and shall restore the Leased Premises to its original condition, reasonable wear and tear excepted. Such removal and repair shall be performed by Lessee at its sole cost and expense. In the event that the Leased Premises or any portion thereof are damaged by Lessee, such damage shall be repaired immediately by Lessee at its sole cost and expense. Notwithstanding the foregoing, on termination or expiration of this Agreement, Lessor may notify Lessee that it desires to retain Lessee's equipment building by serving an advance notice on Lessee within sixty (60) days of termination or expiration of this Agreement. In the event of such election by Lessor then Lessee shall have the option to either: (1) not remove Lessee's equipment building from the Leased Premises, and title to the equipment building shall vest in the Lessor without further compensation of Lessee; or (2) remove Lessee's equipment building from the Leased Premises and build a substantially similar replacement building at Lessee's sole cost and expense, and title to the replacement equipment building shall vest in the Lessor without further compensation of Lessee. Lessee shall warrant that the equipment building is free of liens and unencumbered.

If Lessor has not issued notice as defined above, then any Lessee Facilities not removed within ninety (90) days of termination or expiration of this Agreement shall be deemed abandoned property and shall thereupon become the property of Lessor to be used or disposed of by Lessor without compensation to Lessee. If Lessor disposes of property abandoned by Lessee within one hundred twenty (120) days after being abandoned by Lessee, Lessee shall compensate Lessor for the actual costs incurred in disposing of any abandoned property to the extent disposal costs exceed the amount realized through their disposal, provided such compensation shall not exceed \$25,000. Lessee shall post a removal bond in the amount of \$25,000. Following the expiration of Lessee's time to remove Lessee's Facilities, Lessor shall provide Lessee with at least seven (7) days' notice prior to disposing of any property, which notice shall specify the date and time of Lessor's proposed work.

20. **Indemnification.** To the fullest extent allowed by law, Lessee shall indemnify, defend, and hold harmless Lessor, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (collectively “Indemnified Parties”) from and against any and all claims, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively “Claims”), including cost of defense, settlement (if approved by Lessee), arbitration, and reasonable attorney’s fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Lessee, its officers, agents, employees, or contractors, or for which the Lessee is legally liable under law. Lessee shall not be liable for any Claims arising from the negligence or willful misconduct of an Indemnified Party, provided that Lessee will indemnify the Indemnified Parties to the extent arising from the acts or omissions of the Lessee, its officers, agents, employees, or contractors, or for which the Lessee is legally liable under law.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Lessee or the Lessee’s contractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

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

21. **Environmental Fines and Penalties.** Notwithstanding the foregoing, Lessee shall assume responsibility for and payment of any fines or penalties levied on either the Lessor or Lessee by any local, state or federal authority (hereinafter “Authority”) for breaches by Lessee of the Authority’s environmental regulations. Lessee agrees to be liable for the payment of all fines and penalties except that Lessee’s liability shall be reduced in proportion and to the extent caused by the negligent or intentional acts, errors or omissions or willful misconduct of Lessor.

In addition, Lessee understands and acknowledges that, during the course of the activities allowed by this Agreement, the environmental regulations implemented or imposed by the Authority on the Lessor and Lessee may change and Lessee specifically agrees to comply with any future environmental regulations implemented or imposed by the Authority on the Lessor or Lessee.

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

22. **Lessor’s Covenant of Title.** Lessor covenants that Lessor holds good and marketable fee simple title to Lessor’s Property and the Leased Premises and has full authority to enter into and execute this Agreement, subject to the Original Lease. Lessor further covenants that there are no encumbrances or other impediments of title that might interfere with or be adverse to Lessee, excepting the Original Lease.

23. **Interference with Lessee’s Business.** Subject to the Original Lease, Lessee shall have the right to construct, install and operate wireless communications facilities that emit radio frequencies on the Leased Premises. Lessor agrees that it will not permit the construction, installation or

operation on Lessor's Property of any equipment or device that interferes with Lessee's use of the Leased Premises for a wireless communications facility. Lessee acknowledges that the Lessor now has or may have in the future electronic devices on Lessor's Property, and that it is imperative that there be no interference with the Lessor's electronic systems by virtue of Lessee's use of the Leased Premises. Lessee further understands that Lessor shall be free to enter into agreements with other communications or related providers for revocable permits, leases, or other similar business arrangements on the Lessor's Property that shall be in compliance with this Section.

Lessee's equipment and operations shall comply with all FCC requirements and will not electronically or physically interfere with Lessor's equipment or operations. Lessee's equipment and operations shall not negatively impact any other facility, antenna or other form of communication facility predating the Original Lease. If Lessee's equipment does impact other facilities that predate the Original Lease, Lessee shall be required to install, at its own expense, frequency filters or take other reasonable measures to correct the problem. Lessee shall be required to coordinate with other existing utilities located at Lessor's Property now or in the future, to ensure that Lessee's equipment does not interfere with the frequency of utilities that predate the Original Lease.

If Lessee's equipment or operations hinder, obstruct, or interfere with the Lessor's radio or electronic equipment, or any tenant at Lessor's Property whose use predates the Original Lease, Lessee shall, at its sole cost and expense, immediately cease the interfering installation or operation.

24. **Quiet Enjoyment.** Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises and Easements, subject to the Original Lease.

25. **Mortgages.** This Agreement, Lessee's leasehold interest shall be subordinate to any mortgage given by Lessor which currently encumbers the Leased Premises, provided that any mortgagee shall recognize the validity of this Agreement in the event of foreclosure. In the event that the Lessor's Property is or shall be encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage, in recordable form. If Lessor fails to provide any non-disturbance agreement, Lessee may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

26. **Default.**

(A) **Notice of Default; Cure Period.** In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Agreement or Lessor's or Lessee's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period

and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(B) Consequences of Lessee's Default. Lessor acknowledges that under the terms of this Agreement, Lessee has the right to terminate this Agreement at any time upon one hundred eighty (180) days' notice. Accordingly, in the event that Lessor maintains any action or effects any remedies for default against Lessee, resulting in Lessee's dispossession or removal, (i) the Rent shall be paid up to the date of such dispossession or removal; and (ii) Lessor shall be entitled to recover from Lessee a sum equal to six months' Rent; and (iii) Lessee shall remove Lessee's Facilities as provided in this Agreement.

(C) Consequences of Lessor's Default. In the event that Lessor is in default beyond the applicable periods set forth above, Lessee may, at its option, upon written notice: (i) terminate the Agreement, vacate the Leased Premises and be relieved from all further obligations under this Agreement; (ii) perform the obligation(s) of Lessor specified in such notice, in which case any expenditures reasonably made by Lessee in so doing shall be deemed paid for the account of Lessor and Lessor agrees to reimburse Lessee for said expenditures upon demand; (iii) take any actions that are consistent with Lessee's rights; (iv) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages, and/or set-off from Rent any amount reasonably expended by Lessee as a result of such default.

27. **Limitation on Damages.** In no event shall either party be liable to the other for consequential, indirect, speculative or punitive damages in connection with or arising from this Agreement, or the use of the Leased Premises, Easements, and/or Utility Easement.

28. **Lessor's Waiver.** Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's Improvements now or hereafter located on the Leased Premises.

Notwithstanding the above, Lessor may terminate this Agreement upon at least thirty (30) days written notice to Lessee, without any penalty or further liability by or of Lessor, if there is a founded government determination made pursuant to an official, unappealable order of a Federal Governmental health agency having proper jurisdiction that an electromagnetic field associated with facilities like those operated by Lessee constitute material health risks and must be shut down.

29. **Assignment, Transfer, And Subletting.**

(A) Assignment and Transfer. Lessee shall have no right to assign, mortgage, pledge, or otherwise transfer this Agreement, either voluntarily or by operation of the law, in whole or in part, without the prior written consent of Lessor in each instance, such consent not to be unreasonably withheld, conditioned or delayed. In the event Lessor fails to respond to a request for consent within sixty (60) days, such request shall be deemed granted. Such consent shall be subject to the standards and conditions specified in this Section, provided, however, that this Agreement may be assigned in its entirety without such consent to (i) any successor-in-interest of

Lessee with, or into which, the Lessee may merge or consolidate, or which may succeed to the assets of the Lessee or the major portion of its assets or (ii) by any entity controlling, controlled by, under common control with Lessee; (each an “an affiliate”); provided further, that such succeeding entity or purchaser executes and delivers to Lessor an instrument in a form reasonably satisfactory to the Lessor within thirty (30) days of execution following the effective date of the assignment and receipt of Lessor’s written request for details of entity assuming the obligations of Lessee as if it were the original Lessee herein; and a transfer to such entity shall not defeat or undermine the purposes of this Agreement.

(B) Subletting.

1) **Notice.** Before entering into any sublease of the Leased Premises, Lessee shall deliver to Lessor written notice of its intention to sublease any interest in this Agreement and obtain Lessor’s consent. Upon receipt of such written notice, Lessor shall not unreasonably withhold consent to sublease the Leased Premises.

2) **Available Facilities.** Lessee may sublease available Lessee Facilities on the Leased Premises to any wireless carrier able to do business in the State of California (“Subtenant”), provided that any new equipment installed by Subtenant shall be into and/or onto the Lessee Facilities as described in Exhibit “B”.

3) **Sublease Fee.** Lessee shall pay a fee to Lessor equal to thirty-five percent (35%) of any revenue generated by any sublease of the Lessee Facilities to any Subtenant. Notwithstanding anything contrary contained herein, Lessee shall be permitted to require any Subtenant to pay Lessee a pro rata share of its costs to develop Lessee Facilities and such payment shall not be included in the thirty-five percent (35%) revenue split with the Lessor. At the time this Agreement is executed, the only provider on the Leased Premises is T-Mobile. Any additional providers shall be subject to these provisions and the Sublease Fee shall be required.

4) **Sublease Agreement.** Any sublease agreement shall be subject to all the terms and provisions of this Agreement, including restrictions on use, insurance requirements, indemnification, termination rights, access and notification requirements, and financial responsibilities.

5) **Annual Revenue Report.** If requested in writing by Lessor, any sublease of said Leased Premises shall require an annual business summary affidavit to be provided to Lessor by Lessee. The annual business summary affidavit shall be provided upon request to Lessor up to once per calendar year, shall be signed by a representative of Lessee, shall be notarized, and shall set forth the number of subleases, the beginning and end date for each sublease, the current monthly revenue and billing frequency for each sublease, and the amount and date of revenue escalations for each sublease.

(C) Information Required by Lessor. In connection with any proposed assignment or sublease for which the consent of the Lessor is required, Lessee shall submit an initial request to the District Administrator in writing, which request shall include the amount of the estimated

revenue, the date of expected installation and any construction or equipment details relating to a proposed sublease. Within sixty (60) days of receipt of such written request, the District Administrator may give written notice to Lessee of its determination regarding the proposed assignment or sublease. Any such assignment or sublease must be approved by Lessor's Board of Directors to become effective.

(D) No Release of Lessee's Liability. No sublease shall release Lessee of Lessee's obligation herein or alter the primary liability of Lessee to pay the minimum monthly Rent amount and other payments required herein, and to perform all other obligations to be performed by Lessee herein. Lessor may accept the Rent amount from any person other than Lessee pending approval or disapproval of such assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for the breach of any of the terms or conditions of this Section of this Agreement. Consent to one assignment shall not be deemed a waiver of the necessity for consent for any subsequent assignment. Lessor may consent to subsequent assignments of this Agreement or amendments or modifications to this Agreement with assignees of Lessee without notifying Lessee, or any successor of Lessee, and without its or their consent thereto. No assignment shall release Lessee of Lessee's obligation herein or alter the primary liability of Lessee to pay the minimum monthly Rent amount and other payments required herein, and to perform all other obligations to be performed by Lessee herein without Lessor's consent, such consent not to be unreasonably withheld, conditioned or delayed, and Lessee shall provide Lessor with the identity or any proposed assignee.

30. Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Agreement shall be Sacramento County, California.

31. Hold Over. If Lessee holds over the Leased Premises after the expiration or earlier termination of this Agreement, then in addition to all other rights and remedies of Lessor, the Rent amount shall be automatically increased to one hundred twenty-five percent (125%) of the Rent which is then in effect for the Leased Premises.

32. Brokers. Lessee warrants and represents that it has had no dealings with any real estate broker or agent or other broker or agent in connection with this Agreement, and that it knows of no real estate broker or agent or other broker or agent who may be entitled to a commission or other compensation in connection with this Agreement. Lessee agrees to indemnify and defend Lessor against and hold Lessor harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments and costs and expenses (including, without limitation, reasonable attorney's fees) with respect to any commission or equivalent compensation alleged to be owing on account of Lessee's dealings with any real estate broker or agent or other broker or agent.

33. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of any assignee or successor in interest of Lessor and Lessee.

34. Miscellaneous.

(A) Recording. Lessee shall have the right to record a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver such a memorandum, for no additional consideration, promptly upon Lessee's request.

(B) Entire Agreement. Lessor and Lessee agree that this Agreement contains all of the agreements, promises and understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

(C) Captions. The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

(D) Construction of Document. Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.

(E) Notices. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address.

(F) Partial Invalidity. If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(G) IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a Change of Ownership Form as provided for by Lessee, a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

(H) Amendments. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties hereto.

(I) Consent. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, where not otherwise provided, such party shall not unreasonably condition, delay or withhold its approval or consent.

(J) Exhibits Part of Agreement. All Riders and Exhibits annexed hereto form material parts of this Agreement.

(K) Duplicate Execution. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

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

By: _____

Print Name: _____

Date: _____

LESSEE:
CCTM1 LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Print Title: _____

Date: _____

EXHIBIT "A"

Description of Lessor's Property

Situated in the State of California, County of Sacramento, unincorporated area, and is described as follows:

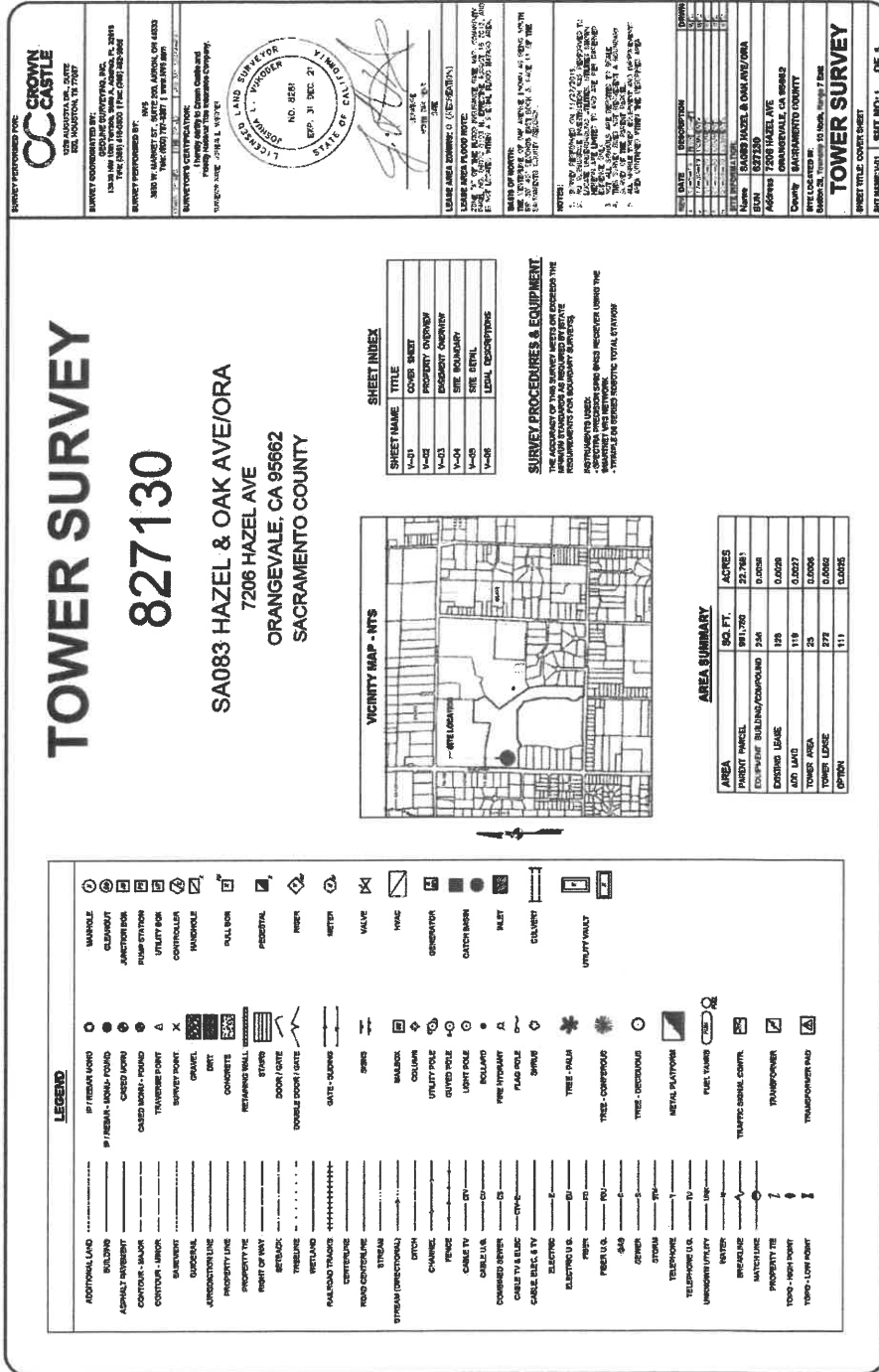
Parcel 1, as said Parcel is shown and so designated on the certain Parcel Map entitled "Portion of the NW ¼ of Section 28, T. 10N., R. 7 E, M.D.M.", recorded in the office of the Recorder of Sacramento County on October 14, 1969, in Book 3 of Parcel Maps, Page 11.

Commonly known as: Orangevale Community Park, Orangevale, California 95662

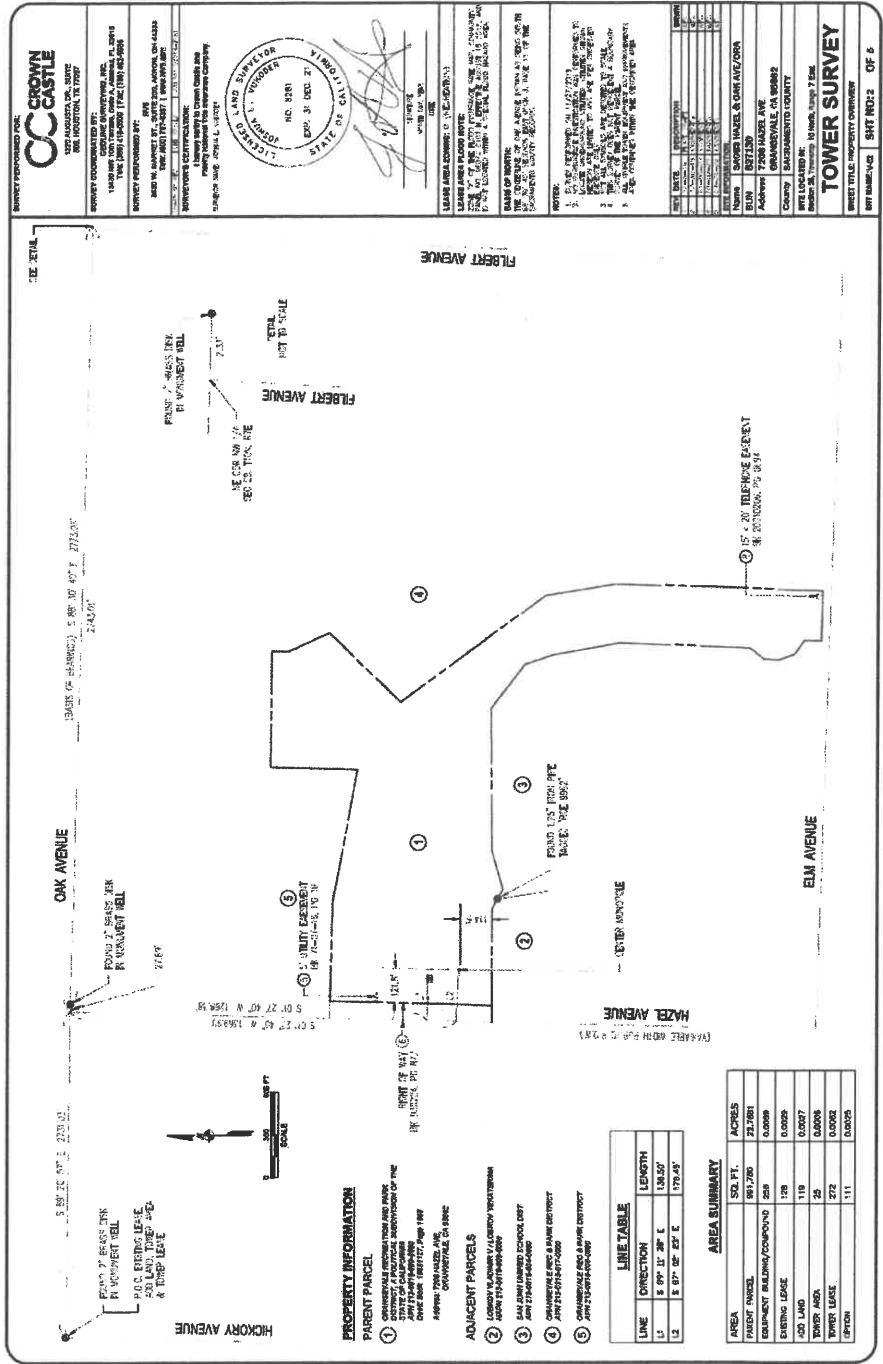
Assessor's Parcel Number: 213-0015-009

EXHIBIT "B"

Leased Premises and Description of Facilities



Site Name: SA083 Hazel & Oak Ave/Ora
 Business Unit #: 827130



PROPERTY INFORMATION:
OWNER: [Name]
ADDRESS: [Address]
CITY: [City]
STATE: [State]
ZIP: [Zip]

DATE OF SURVEY: [Date]
TIME: [Time]

BY: [Signature]

SCALE: 1" = 100'

LEGEND:
 - [Symbol] - [Description]

NOTES:
 1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 2. ALL BEARINGS ARE TRUE BEARINGS.
 3. ALL CORNERS ARE BENCHMARK CORNERS.
 4. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD.
 5. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD.

STATE OF CALIFORNIA
COUNTY OF ORANGE
LAND SURVEYOR
NO. 12811
EXPIRES 03/31/2021

LEASING AGREEMENT:
 LEASING AGREEMENT FOR THE LEASING OF THE PROPERTY DESCRIBED IN THE ABOVE SURVEY TO THE LESSEE FOR THE TERM OF YEARS AND DATES SET FORTH IN THE ATTACHED LEASING AGREEMENT.

DATE OF SURVEY: [Date]
TIME: [Time]

BY: [Signature]

SCALE: 1" = 100'

LEGEND:
 - [Symbol] - [Description]

NOTES:
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PROPERTY INFORMATION:
OWNER: [Name]
ADDRESS: [Address]
CITY: [City]
STATE: [State]
ZIP: [Zip]

DATE OF SURVEY: [Date]
TIME: [Time]

BY: [Signature]

SCALE: 1" = 100'

LEGEND:
 - [Symbol] - [Description]

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PROPERTY INFORMATION:
OWNER: [Name]
ADDRESS: [Address]
CITY: [City]
STATE: [State]
ZIP: [Zip]

DATE OF SURVEY: [Date]
TIME: [Time]

BY: [Signature]

SCALE: 1" = 100'

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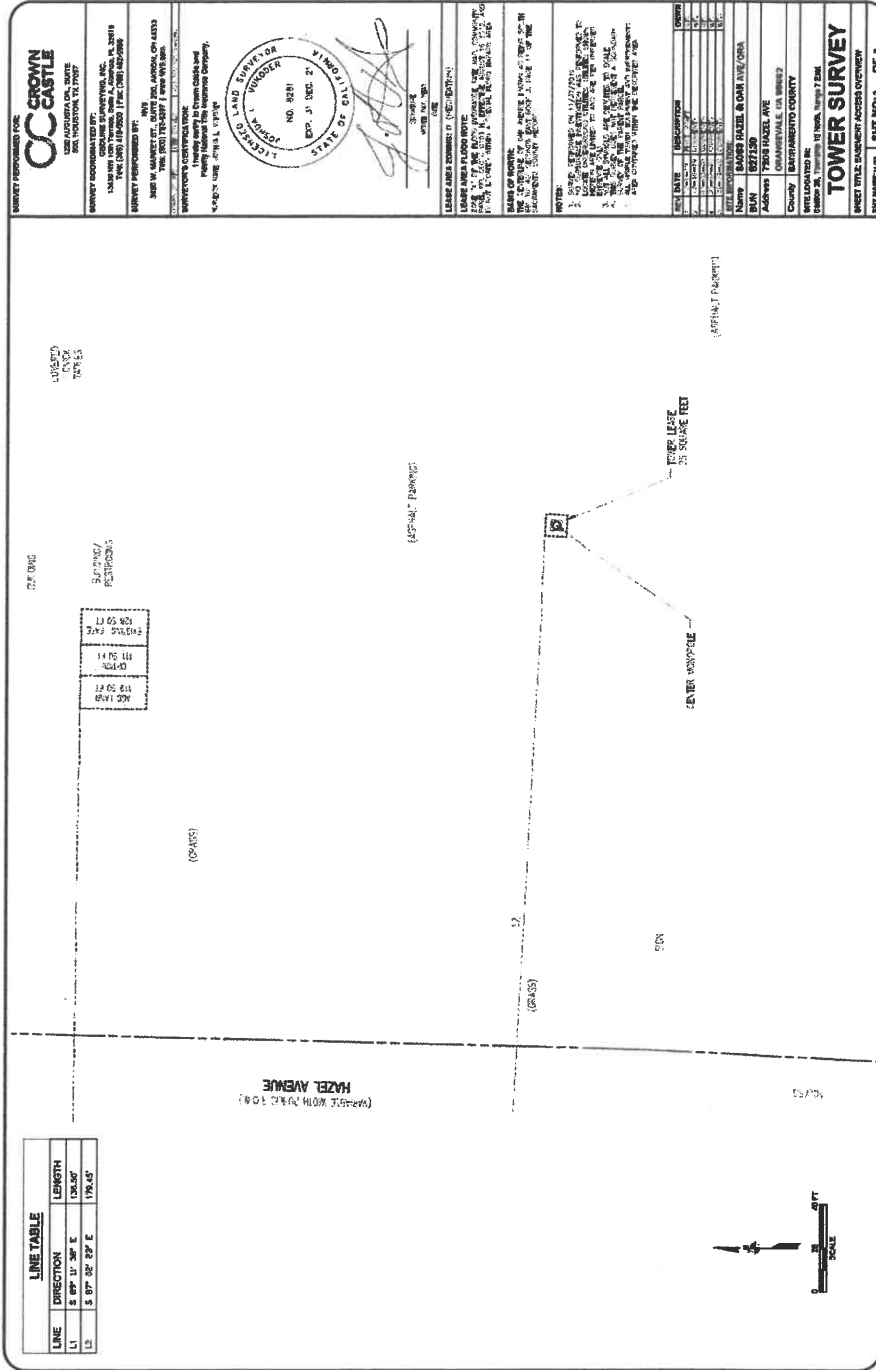
DATE OF SURVEY: [Date]
TIME: [Time]

BY: [Signature]

SCALE: 1" = 100'

LEGEND:
 - [Symbol] - [Description]

NOTES:
 1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
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 5. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD.



PROPERTY INFORMATION FOR:
CC CROWN CASTLE
 1000 N. WASHINGTON, VA 22187

PROPERTY ACQUISITION BY:
 CROWN CASTLE RECREATION, INC.
 1000 N. WASHINGTON, VA 22187
 TITLE: 1000 WASHINGTON / Part: 0001-000000

SURVEY PERFORMED BY:
 JAMES W. HARRIS, JR., LICENSED SURVEYOR
 1000 N. WASHINGTON, VA 22187

DATE OF SURVEY: 05/14/2020

SCALE: AS SHOWN

STATE OF VIRGINIA:
 I, JAMES W. HARRIS, JR., being duly sworn, depose and say that I am a Licensed Professional Surveyor in the State of Virginia, and that I have personally conducted the survey shown on this plan, and that the same is a true and correct representation of the facts as shown by the survey.

NOTES:
 1. THIS SURVEY WAS CONDUCTED ON 05/14/2020.
 2. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 3. ALL ANGLES ARE IN DEGREES, MINUTES AND SECONDS.
 4. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1954, AS AMENDED, AND THE RULES AND REGULATIONS THEREUNDER.
 5. THE SURVEYOR'S OFFICE IS LOCATED AT 1000 N. WASHINGTON, VA 22187.

LEGEND:
 DASHED LINE: PROPERTY BOUNDARY
 SOLID LINE: CENTERLINE
 THICK SOLID LINE: EASEMENT BOUNDARY
 THIN SOLID LINE: CURB LINE
 DOTTED LINE: RIGHT-OF-WAY BOUNDARY
 SHADDED AREA: EXISTING IMPROVEMENTS

OWNER: CROWN CASTLE RECREATION, INC.
ADDRESS: 1000 N. WASHINGTON, VA 22187

DATE: 05/14/2020

COUNTY: SHERIDAN COUNTY

TOWNSHIP: HAZEL & OAK AVE/ORA

SECTION: 12

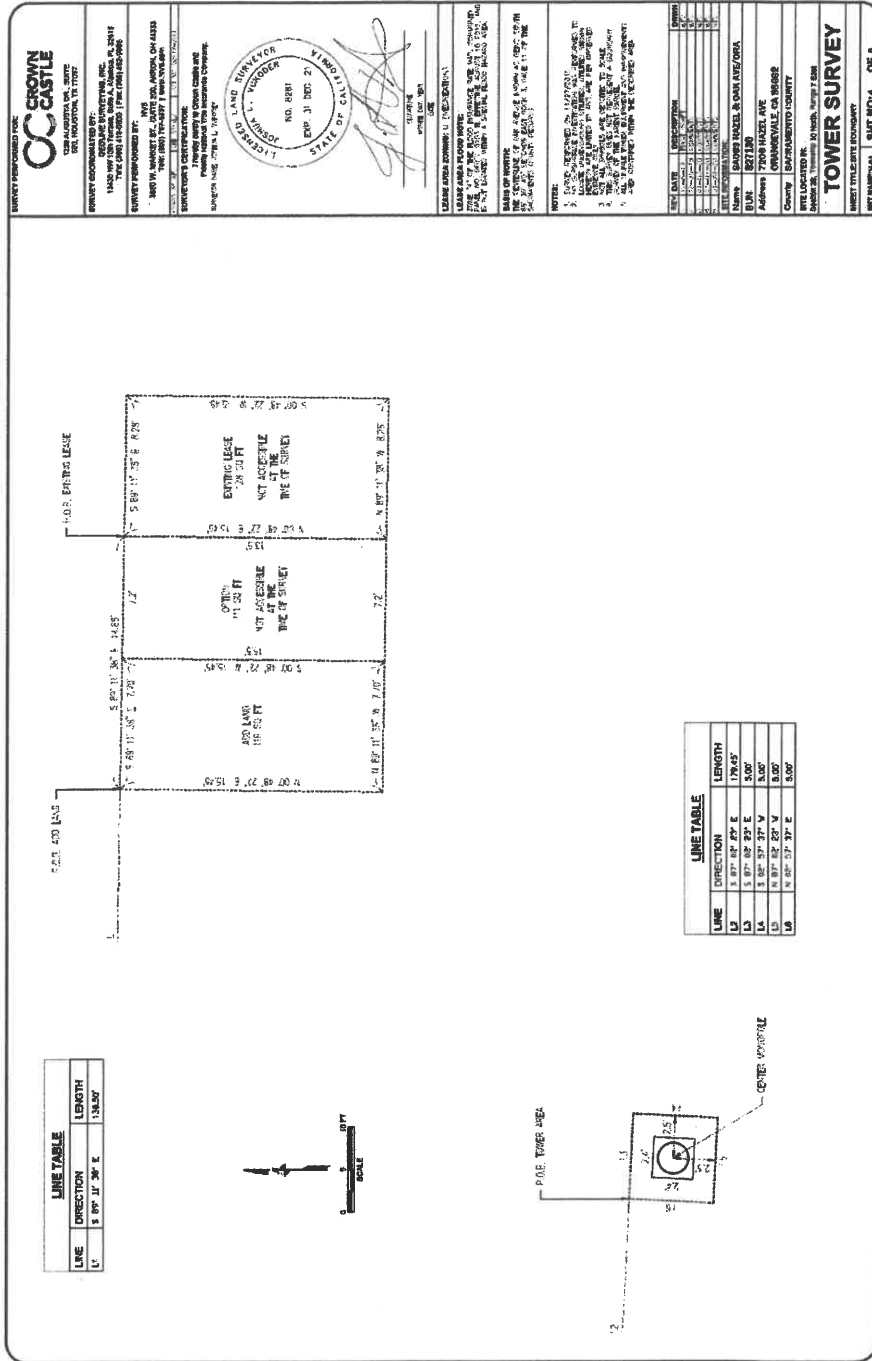
PREPARED BY: JAMES W. HARRIS, JR.

SCALE: AS SHOWN

TOWER SURVEY

SHEET TITLE: TOWER SURVEY OVERVIEW

SHEET NO.: 3 OF 8



CONTRACT INFORMATION
 SURVEY PERFORMED FOR: **CROWN CASTLE**
 1228 ALABAMA DR., SUITE 100
 DENVER, COLORADO 80202

PROPERTY INFORMATION
 PROPERTY OWNED BY: **SA083 HAZEL & OAK AVE/ORA**
 7200 HAZEL AVE
 DENVER, CO 80231

SURVEY INFORMATION
 SURVEY PERFORMED BY: **NO. 1000 SURVEY COMPANY, INC.**
 1800 W. 10TH AVENUE, SUITE 100
 DENVER, CO 80202

REGISTRATION
 THIS SURVEY IS REGISTERED WITH THE COLORADO DEPARTMENT OF REVENUE UNDER REGISTRATION NO. 1000-1000-0001

NOTES
 1. THIS SURVEY IS A RECONSTRUCTION OF AN EXISTING SURVEY.
 2. THE SURVEY IS BASED ON THE ASSUMPTION THAT THE EXISTING SURVEY IS CORRECT.
 3. THE SURVEY IS BASED ON THE ASSUMPTION THAT THE EXISTING SURVEY IS CORRECT.
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LINE TABLE

LINE	DIRECTION	LENGTH
L1	S 89° 11' 30" E	136.50'
L2	S 89° 02' 30" E	176.65'
L3	S 89° 02' 30" E	5.00'
L4	S 89° 02' 30" E	3.00'
L5	N 02° 57' 30" E	8.00'

TOWER SURVEY
 SHEET NO. 1 OF 1

TOWER LEASE DESCRIPTION

A PORTION OF PARCEL 1, AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON THE CERTAIN PARCEL MAP ENTITLED "PORTION OF THE NW 1/4 OF SECTION 28, T.10N., R.7E., M.D.M.", RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY ON OCTOBER 14, 1969, IN BOOK 3 OF PARCEL MAPS, PAGE 11 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" BRASS DISK IN MONUMENT WELL AT THE CENTERLINE INTERSECTION OF HICKORY AVENUE & OAK AVENUE, THENCE SOUTH 89° 20' 57" EAST A DISTANCE OF 2731.03 FEET TO THE CENTERLINE INTERSECTION OF OAK AVENUE AND HAZEL AVENUE;

THENCE ALONG THE CENTERLINE OF HAZEL AVENUE SOUTH 01° 27' 40" WEST A DISTANCE OF 1268.38 FEET;

THENCE DEPARTING SAID CENTERLINE, SOUTH 89° 11' 38" EAST A DISTANCE OF 136.50 FEET;

THENCE CONTINUING SOUTH 89° 11' 38" EAST A DISTANCE OF 14.88 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89° 11' 38" EAST A DISTANCE OF 8.28 FEET;

THENCE SOUTH 00° 48' 22" WEST A DISTANCE OF 15.45 FEET;

THENCE NORTH 89° 11' 38" WEST A DISTANCE OF 8.28 FEET;

THENCE NORTH 00° 48' 22" EAST A DISTANCE OF 15.45 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH A PORTION OF PARCEL 1, AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON THE CERTAIN PARCEL MAP ENTITLED "PORTION OF THE NW 1/4 OF SECTION 28, T.10N., R.7E., M.D.M.", RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY ON OCTOBER 14, 1969, IN BOOK 3 OF PARCEL MAPS, PAGE 11 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ALONG THE CENTERLINE OF HAZEL AVENUE SOUTH 01° 27' 40" WEST A DISTANCE OF 1268.38 FEET;

THENCE DEPARTING SAID CENTERLINE, SOUTH 89° 11' 38" EAST A DISTANCE OF 136.50 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89° 11' 38" EAST A DISTANCE OF 7.70 FEET;

THENCE SOUTH 00° 48' 22" WEST A DISTANCE OF 15.45 FEET;

THENCE NORTH 89° 11' 38" WEST A DISTANCE OF 7.70 FEET;

THENCE NORTH 00° 48' 22" EAST A DISTANCE OF 15.45 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH A PORTION OF PARCEL 1, AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON THE CERTAIN PARCEL MAP ENTITLED "PORTION OF THE NW 1/4 OF SECTION 28, T.10N., R.7E., M.D.M.", RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY ON OCTOBER 14, 1969, IN BOOK 3 OF PARCEL MAPS, PAGE 11 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ALONG THE CENTERLINE OF HAZEL AVENUE SOUTH 01° 27' 40" WEST A DISTANCE OF 1369.90 FEET;
THENCE DEPARTING SAID CENTERLINE, SOUTH 87° 02' 23" EAST A DISTANCE OF 179.45 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 87° 02' 23" EAST A DISTANCE OF 5.00 FEET;
THENCE SOUTH 02° 57' 37" WEST A DISTANCE OF 5.00 FEET;
THENCE NORTH 87° 02' 23" WEST A DISTANCE OF 5.00 FEET;
THENCE NORTH 02° 57' 37" EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH A NON-EXCLUSIVE EASEMENT IN, TO, UNDER AND ACROSS SAID PARCEL 1, AS RECORDED IN BOOK 3 OF PARCEL MAPS, PAGE 11, FOR INGRESS AND EGRESS, OPERATION, MAINTENANCE OF AND UTILITY SERVICE TO THE ABOVE DESCRIBED TOWER LEASE.

SAID TOTAL PARCEL CONTAINS 272 SQUARE FEET OR 0.0062 ACRES OF LAND MORE OR LESS.

TOWER AREA DESCRIPTION

A PORTION OF PARCEL 1 AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON THE CERTAIN PARCEL MAP ENTITLED "PORTION OF THE NW 1/4 OF SECTION 28, T.10N., R.7E., M.D.M.", RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY ON OCTOBER 14, 1969, IN BOOK 3 OF PARCEL MAPS, PAGE 11 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE DEPARTING SAID CENTERLINE, SOUTH 87° 02' 23" EAST A DISTANCE OF 179.45 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 87° 02' 23" EAST A DISTANCE OF 5.00 FEET;

THENCE SOUTH 02° 57' 37" WEST A DISTANCE OF 5.00 FEET;
THENCE NORTH 87° 02' 23" WEST A DISTANCE OF 5.00 FEET;
THENCE NORTH 02° 57' 37" EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 25 SQUARE FEET OR 0.0006 ACRES OF LAND MORE OR LESS.

EXISTING LEASE DESCRIPTION

A PORTION OF PARCEL 1, AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON THE CERTAIN PARCEL MAP ENTITLED "PORTION OF THE NW 1/4 OF SECTION 28, T.10N., R.7E., M.D.M.", RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY ON OCTOBER 14, 1969, IN BOOK 3 OF PARCEL MAPS, PAGE 11 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ALONG THE CENTERLINE OF HAZEL AVENUE SOUTH 01° 27' 40" WEST A DISTANCE OF 1268.38 FEET;

THENCE DEPARTING SAID CENTERLINE, SOUTH 89° 11' 38" EAST A DISTANCE OF 136.50 FEET;

THENCE CONTINUING SOUTH 89° 11' 38" EAST A DISTANCE OF 14.88 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89° 11' 38" EAST A DISTANCE OF 8.28 FEET;

THENCE SOUTH 00° 48' 22" WEST A DISTANCE OF 15.45 FEET;

THENCE NORTH 89° 11' 38" WEST A DISTANCE OF 8.28 FEET;

THENCE NORTH 00° 48' 22" EAST A DISTANCE OF 15.45 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 128 SQUARE FEET OR 0.0029 ACRES OF LAND MORE OR LESS.

ADD LAND DESCRIPTION

A PORTION OF PARCEL 1 AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON THE CERTAIN PARCEL MAP ENTITLED "PORTION OF THE NW 1/4 OF SECTION 28, T.10N., R.7E., M.D.M.", RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY ON OCTOBER 14, 1969, IN BOOK 3 OF PARCEL MAPS, PAGE 11 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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EAST A DISTANCE OF 2731.03 FEET TO THE CENTERLINE INTERSECTION OF OAK AVENUE AND HAZEL AVENUE;
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THENCE DEPARTING SAID CENTERLINE, SOUTH 89° 11' 38" EAST A DISTANCE OF 136.50 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89° 11' 38" EAST A DISTANCE OF 7.70 FEET;
THENCE SOUTH 00° 48' 22" WEST A DISTANCE OF 15.45 FEET;
THENCE NORTH 89° 11' 38" WEST A DISTANCE OF 7.70 FEET;
THENCE NORTH 00° 48' 22" EAST A DISTANCE OF 15.45 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 119 SQUARE FEET OR 0.0027 ACRES OF LAND MORE OR LESS.

PROPERTY OWNER

ORANGEVALE RECREATION AND PARK DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

PROPERTY ADDRESS

7206 HAZEL AVE,
ORANGEVALE, CA 95662

PARCEL NUMBER AND MISCELLANEOUS INFORMATION

APN #213-0015-009-0000

EXHIBIT "C"

Required Insurance

Insurance Requirements

Without limiting the requisite Lessee indemnification, Lessee shall maintain or cause to be maintained for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by Lessee, its associated officers, agents, representatives, employees, contractors, subcontractors, invitees, licensees, guests, consultants, sub-consultants, customers, and volunteers. Lessor shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the Lessor, insurance provisions in these requirements do not provide adequate protection for Lessor and for members of the public, Lessor may reasonably require Lessee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. Lessor's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risk that exist at the time a change in insurance is required.

Verification of Coverage

Lessee shall furnish the Lessor with certificates evidencing coverage required below. Copies of required endorsements must be attached to provided certificates. The Lessor may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Lessor, the interests of the Lessor and the general public are adequately protected. All certificates, evidences of self-insurance, and blanket or specific entity additional insured endorsements are to be received and approved by the Lessor before performance commences. The Lessor reserves the right to require Lessee provide, through its broker, explanatory memoranda confirming coverage and limits as required hereunder.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG0001, including, but not limited to Premises/Operations, Product/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations which pertain to these specific coverages, unless approved by Lessor's Risk Manager.

2. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability Coverage form CA 0001.

- a. Commercial Automobile Liability: auto coverage symbol “1” (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
3. WORKERS’ COMPENSATION: Statutory requirements of the State of California and Employer’s Liability insurance.
 4. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over or as broad as the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers’ Liability, and any other liability coverage (other than Professional Liability) designated under the Scope of Insurance.

Minimum Limits of Insurance

Any Lessee shall maintain limits no less than:

- 1, General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000
2. Automobile Liability:
 - a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit
3. Workers’ Compensation: Statutory
4. Employer’s Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions shall be the responsibility of Lessee as defined by Lessee’s own insurance program.

Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

All Policies:

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-:VII**.

2. **MAINTENANCE OF INSURANCE COVERAGE:** Lessee shall maintain all insurance coverages in place at all times and provide the Lessor with evidence of each policy's renewal with policy expiration. Each insurance policy required by this Agreement shall state that coverage shall provide thirty (30) days' prior written notice of cancellation, except for non-payment of premium be given to the Risk Manager.

Commercial General Liability and/or Commercial Automobile Liability:

1. **ADDITIONAL INSURED STATUS:** The Lessor, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insured or included under a blanket additional insured endorsement to the extent of the indemnity obligations contained within this Agreement.

2. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

3. **PRIMARY INSURANCE:** For any claims related to this Agreement, the insurance coverage shall be endorsed to be primary insurance as respects the Lessor, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, directors, officials, employees, or volunteers shall be excess of Lessee's insurance and shall not contribute with it.

4. **SEVERABILITY OF INTEREST:** Lessee insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. **SUBCONTRACTORS:** Lessee shall indemnify the Lessor for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance as determined by the Lessee and in accordance with its qualified vendor insurance requirements.

Property & Inland Marine Waiver of Subrogation: Any Inland Marine insurance policies maintained by Lessee in the performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the Lessor.

Workers' Compensation:

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carriers waives its right of subrogation against the Lessor, its officers, directors, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by Lessee.

Notification of Claim:

If any claim for damages is filed by Lessee or if any lawsuit is instituted against Lessee that arises out of or in any way connected with the performance of this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect Lessor, by Lessee, shall give prompt and timely notice thereof to Lessor. Notice shall be deemed prompt and timely if given within thirty (30) days following the date of service of process of a lawsuit.

Self Insurance:

In lieu of any insurances required in this Exhibit C, Lessee may self-assume the risks hereunder and use a Self-Administered Claims Program for this purpose. Lessee shall notify Lessor in writing, thirty (30) days prior to cancellation of the Self-Administered Claims Program.

STAFF REPORT



DATE: 5-14-20

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: ORDINANCE 20-05-004, ORDINANCE AMENDING ORDINANCE 18-11-003 TO ADD A PROCEDURE FOR TREE TRIMMING, INTRODUCE AND WAIVE FIRST READING OF ORDINANCE REGULATING ENCROACHMENTS UPON DISTRICT PROPERTY TO BE INCLUDED IN THE ORDINANCE CODE OF THE ORANGEVALE RECREATION AND PARK DISTRICT

RECOMMENDATION

Introduce and waive first reading of Ordinance 20-05-004, ordinance amending Ordinance 18-11-003, Ordinance Regulating Encroachments Upon District Property.

BACKGROUND

The District desires to amend Ordinance 18-11-003 to add a procedure for tree trimming, pruning and tree removal as a form of encroachment. An ordinance is required because: 1) It is a legally and judicially enforceable; 2) An ordinance more completely lays out the details of an encroachment permit and the law that allows enforcement of the permit.

RECOMMENDED MOTION

I move we introduce and waive the first reading of Ordinance 20-05-004, amending Ordinance 18-11-003, Ordinance Regulating Encroachments Upon District Property and authorize the District Administrator to take the necessary actions to place the ordinance on the June 2020 Board Meeting Agenda.

ORANGEVALE RECREATION AND PARK DISTRICT

ORDINANCE NO. 20-05-004

**ORDINANCE OF THE BOARD OF DIRECTORS
OF THE ORANGEVALE RECREATION AND
PARK DISTRICT AMENDING ORDINANCE NO.
18-11-003 INTRODUCE AND WAIVE FIRST
READING OF ORDINANCE REGULATING
ENCROACHMENTS UPON DISTRICT
PROPERTY TO BE INCLUDED IN THE
ORDINANCE CODE OF THE ORANGEVALE
RECREATION AND PARK DISTRICT**

Be it ordained by the Board of Directors of the Orangevale Recreation and Park District as follows:

SECTION 1. PURPOSE

Ordinance No. 18-11-003 adopted by the Board of Directors of the Orangevale Recreation and Park District on November 8, 2018 regulates encroachments upon District Property and sets forth the procedures to be followed by a member of the public to obtain permission from the District to access District Property for the purpose of gaining access to other property, or for the purpose of constructing and/or maintaining any improvements, structures or objects which are partially located on District Property, easements, or rights of way including, but not limited to landscaping, building extensions, fences, retaining walls, culverts, pipelines, or other structures or improvements. This Ordinance also specifies the criteria that the District will utilize in issuing Encroachment Permits for authorized uses of District Property which do not interfere with the District's use of such property for the provision of public services. The District's Operational Policies are incorporated into the Ordinance.

The purpose of this Ordinance is to amend the provisions of Ordinance No, 18-11-003 to broaden the definition of what constitutes an Encroachment to include Tree Pruning, and to further clarify the provisions of that Ordinance.

SECTION 2. AUTHORITY

010 The District is authorized to adopt and amend ordinances, pursuant to California Public Resources Code section 5786.1 (i).

020 The District is authorized to acquire, construct, improve, and maintain recreation facilities, including but not limited to, parks and open space pursuant to Public Resources Code section 5786 (c).

030 The District is authorized to adopt and enforce rules and regulations for the administration, operation, use and maintenance of such recreation facilities, programs and services pursuant to Public Resources Code section 5786.1 (j).

040 The District is authorized to perform any acts necessary to carry out and exercise these powers pursuant to Public Resources Code section 5786.1 (m).

050 Public Resources Code section 5786.17 provides that violation of any rule, regulation, or ordinance adopted by the Board of Directors of the District is a misdemeanor punishable pursuant to Section 19 of the Penal Code, although any citation issued by the District for violation of a rule, regulation, or ordinance adopted by the District may be processed as an infraction pursuant to Section 17(d) of the Penal Code. This statute further provides that in order to protect property owned or managed by the District, the Board of Directors may confer on designated District employees the power to issue citations for misdemeanor and infraction violations of District rules, regulations or ordinances when committed on District property and in the presence of the employee issuing the citation.

SECTION 3 **DEFINITIONS**

010 As used in this ordinance, the terms listed below shall have the meanings assigned to them.

- A. “Applicant” means the person completing and filing an Application for an Encroachment Permit with the District. The Applicant must be an owner of real property located within the jurisdictional boundaries of the District;
- B. “Application” means an Application for Encroachment Permit in the form adopted by the District, which must be completed by the Applicant and filed with the District together with the required attachments and the appropriate Permit Fee, in order to be considered complete.
- CA. "District Property" includes all or any part of District-owned property, rights of way and/or easements, including but not limited to park and recreation facilities and natural open space areas such as (Specify).
- DB. “Encroach” means to (1) construct, erect, place, store, or maintain in, over or under any District public place, property, facility, right-of-way, easement, roadway, parking strip, trail, open space and/or sidewalk, including the airspace above them, any structure, equipment, apparatus, property personal property or object of any kind or character, including but not limited to, building extensions or additions, fences, decks, retaining walls, landscaping, culverts, bridges, driveways, pipelines, signs, benches, or other structures or improvements; (2) to store or personal

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property such as vehicles, trailers, boats or equipment on District Property or open space; or (3). "Encroachment" also means to obtain access over District Property or open space for permissible purposes, such as to access other property, or to engage in Excavations or Tree Pruning on District Property or open space.

EC. "Encroachment" means (1) any structure or object or improvement of any kind or character, including but not limited to, building extensions, fences, decks, retaining walls, landscaping, culverts, bridges, driveways, pipelines, signs, benches or other structures or improvements, placed on District Property or open space; or (2) the storage of personal property such as vehicles, trailers, boats or equipment located on District Property or open space; or (3) "Encroachment" also means to obtain access over District Property or open space for permissible purposes, such as to access other property, or to engage in Excavations or Tree Pruning on District Property or open space.

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F. "Encroachment Permit" means a written authorization issued by the District for an Encroachment, specifying the terms and conditions thereof.

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GD. "Excavation" means the movement or removal of earth, rock, pavement or other material in, on or under the ground. The term includes, but is not limited to auguring, backfilling, digging, ditching, drilling, grading, plowing-in, ripping, scraping, trenching and tunneling. Both an "Excavation" on District Property or open space, and the deposit of products of such an Excavation located on upon District Property or open space shall constitute an "Encroachment."

H. "Permittee" means an Applicant whose Application for Encroachment Permit has been approved by the District and who has received a written Encroachment Permit signed by an authorized District representative.

I. "Storage" means the storage of personal property such as vehicles, trailers, boats or equipment on District Property or open space;

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J. "Tree Pruning" means cutting, shearing or shortening of limbs on trees located within District natural areas and open space and adjacent to property of a District resident or property owner, which a certified arborist determines is necessary in order to reduce an unreasonable risk of damage to the property of such District resident or property owner in the event of storm and/or wind.

SECTION 4. ENCROACHMENTS

010 Encroachments--Restricted

It is unlawful for any person to ~~undertake any excavation or~~ place an encroachment in, under or over any District Property whether or not currently improved, or to permit an encroachment to exist on District property except in the manner and mode provided in this Ordinance. An Encroachment Permit is required to encroach upon any portion of District public property.

The District will issue Encroachment Permits for authorized temporary uses of District Property such as access to other property, Storage, Excavations or Tree Pruning, which do not interfere with the District's use of such property for the provision of public services. Such Encroachment Permits only permit limited access to District Property for such specified purposes and ~~for~~ temporary periods of time.

020 Exemptions

The provisions of this Ordinance shall not apply to work done by any person performing work for the District at its request.

030 Permit Application--Information Required

A District resident or property owner within the District must complete the District's form of Application for Encroachment Permit and receive an Encroachment Permit from the District in the following circumstances: (1) whenever a resident or property owner desires to install or construct physical improvements, including but not limited to building extensions or additions, landscaping, fencing, signs, benches, retaining walls, decks, culverts, bridges, driveways, pipelines, drainage channels or other structures or improvements on District Property; (2) whenever a District resident or property owner desires to secure temporary access over District Property in order to access other property; (3) whenever a District resident or property owner desires to place or store on District Property items of personal property such as vehicles, trailers, boats, or other equipment; (4) whenever a District resident or property owner desires to excavate on, or deposit the displaced soil or rock from an Excavation on District Property; (5) whenever a District resident or property owner desires to secure temporary access over District Property for the purposes of Tree Pruning.

The form of Application for Encroachment Permit is attached hereto, marked Exhibit A and incorporated herein by this reference. The Application requires the following information:

- A. Name and address of the applicant, the property owner, and any ~~or~~ other person responsible for the proposed encroachment;

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- B. Name and address of, and the contractor or other person responsible for installing or constructing any physical improvements, or conducting any eExcavation or Tree Pruning upon District Property. For Tree Pruning the name and address of a certified arborist recommending the Tree Pruning together with a copy of the written, signed report of such arborist documenting the need for Tree Pruning and the reasons therefor. The written report of a certified arborist shall be; attached to the Application;
- B. Location of the proposed encroachment;
- C. Nature of the encroachment, whether for the purposes of (1) constructing and/or maintaining structures or improvements on District Property; or (2);; utilizing District Property to secure access to other property;; or for the purposes of Excavation, Storage or Tree Pruning; -the purpose of placing or storing items of personal property on District Property;
- D. Estimated time for commencement and completion of any construction work or installation of improvements, or eExcavation or Tree Pruning on District Property; and/or duration of access across District Property to obtain access to other property; and/or duration of proposed use of District Property for Storage, storage of personal property;
- E. Site and engineering plans showing nature, location and inter-relationship of proposed improvements to be constructed or installed on District Property; or for, including eExcavation or Tree Pruning; -work;
- F. Other supplemental information as may be required by the District;
- G. Signature of the applicant, property owner, and contractor.

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040 Permit Fee

The fees for processing and reviewing the permit application and conducting the necessary inspections shall be established by resolution of the Board of Directors.

050 Performance Security Required--Amount

- A. Prior to issuance of any e Encroachment p Permit authorizing construction and/or installation of any structure or improvement on District Property, or authorizing any e Excavation or Tree Pruning on District Property, ~~such an or cashier's check in the amount of ONE HUNDRED PERCENT (a~~ Applicant shall be required to deposit performance security with the District in the form of a performance bond, irrevocable letter of credit, or cash in the amount of 100%) of the estimated cost of the work to be performed pursuant to the e Encroachment p Permit. The estimated cost of the work shall be determined in writing by a licensed engineer or licensed

contractor and is subject to the approval of the District. The security shall guarantee the faithful performance of all terms and conditions of the permit.

- B. If the amount of security is inadequate to restore or repair any damage to District ~~p~~ Property caused by incomplete or improper work done by the Permittee, the District may require Permittee to deposit additional security in an amount sufficient to pay the costs of any restoration of or repair to District Property. Failure by the Permittee to post additional security required by the District may result in revocation of the Encroachment Permit.
- C. The District, in its sole discretion, may waive or vary the security required by this Section for minor encroachments or utility installations.

060 Indemnification

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

070 Insurance

If, in the opinion of the District, the construction, installation ~~or e~~ Excavation or Tree Pruning work, or the proposed use of District Property proposed in any permit application entails any undue risk of injury, death, or damage to any member of the public, the District may, prior to issuing such permit, require the applicant to provide proof of liability insurance in the amount specified by the District, naming the District, its employees, officers, officials, and volunteers as additional insureds.

Any applicant for an ~~e~~ Encroachment p Permit allowing construction, installation, ~~or e~~ Excavation or Tree Pruning work on District Property shall certify that it, or its licensed contractor will have in place workers' compensation coverage for any and all

employees or contractors performing such work, or will be self-insured for such purposes.

080 Permit--Refusal or Revocation

- A. Any application for an encroachment permit may be denied, and any encroachment permit may be revoked, by written order of the District Administrator of the District, effective immediately, a copy of which shall be mailed to the Applicant/Permittee at the addresses specified in the permit, upon any one or more of the following grounds:
 - 1. Violation of any of the provisions of this Ordinance;
 - 2. Misrepresentations of any material fact in the application;
 - 3. Violation of any of the terms or conditions of the permit;
 - 4. Failure to provide sufficient performance security, or to increase the performance security provided when requested by District.
- B. Any encroachment permit may be revoked at any time, without cause, by resolution of the Board of Directors adopted after mailing a notice of intention to revoke the permit to the Permittee at the address specified in the permit at least ten days prior to the adoption of the resolution.

090 Delay or Defects in Construction or Installation of Improvements

~~If any work to be constructed or improvements to be installed on District Property constituting the e~~Encroachment ~~is~~ are not completed within the time allowed by the Encroachment Permit, or ~~is~~ are not performed, constructed and/or maintained pursuant to District specifications as provided in the Encroachment Permit, the District shall notify the Permittee in writing of the deficiency. If the Permittee does not remedy the deficiency within the time specified in the written notice, the District shall have the following options: (1) immediately revoke the Encroachment Permit; (2) utilize the Permit to use performance security to complete the work in a timely fashion, whether by notifying the surety on the performance bond to complete the work, or utilizing cash deposits or the irrevocable letter of credit to reimburse the District for its costs to complete any such work in a timely fashion and in accordance with the conditions of the Encroachment Permit.

100 Costs of Completion And/Or Repair Deducted From Performance Security

If the District completes, remedies, repairs or removes any structure, object, personal property, improvement, or e Excavation, or Tree Pruning -constituting an e Encroachment on District Property as provided herein, all costs incurred by District in performing such work shall be deducted from the Permittee's performance security. If the

amount of the performance security is insufficient to fully reimburse the District for all costs incurred in completing, repairing, or removing such work, the Permittee shall be liable for reimbursement to the District of all costs incurred by District in completing the construction, installation, alteration and/or repair of the improvements, ~~or e~~ Excavation or Tree Pruning constituting the encroachment. If the amount of performance security posted by the Permittee is insufficient to cover such additional costs, District will require an additional cash deposit from Permittee in an amount sufficient to reimburse the District in full for all such costs incurred. Failure of the Permittee to post such additional security when required by District will result in revocation of the Encroachment Permit, and shall constitute a violation of this Ordinance subject to the imposition of penalties specified in Section 104 hereof.:

101 Performance Security--Refund

Upon satisfactory completion of all the terms and conditions of the Encroachment Permit, any remaining portion of the performance security shall be returned to the Permittee. Unless required by prior agreement or law, the amount returned will not include interest.

102 Appeal

- A. The actions of the District Administrator in refusing to issue an encroachment permit, failing to act upon an application for an encroachment permit within thirty (30) days after it is filed and deemed complete by the District Administrator, imposing unreasonable terms or conditions on the permit, or revoking an encroachment permit may be appealed to the Board of Directors by filing a notice of appeal with the clerk of the board within ten days following the action being appealed.

- B. The notice shall state one or more of the grounds for an appeal set forth in this section relied on by the appellant. The clerk shall ~~within thirty (30) days of notice~~ schedule the appeal to be heard by the Board of Directors as soon as administratively convenient to the Board and shall notify the appellant and the District Administrator of the date and time of the hearing on the appeal. At the time fixed for the hearing, the Board of Directors may take such action on the permit as the Board finds just and may continue the hearing on the appeal from time to time by order entered into its minutes specifying the date and time of the continued hearing. The Board of Directors shall issue a final written decision on the appeal within 15 days after the date of such appeal hearing and send a copy of the final decision to the appellant. The written decision of the Board of Directors after appeal shall be final and not subject to further appeal.

103 Severability

If any section, subsection, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The District Board of Directors hereby declares that it would have adopted this Ordinance and each section, subsection, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, or portions be declared invalid or unconstitutional.

104 Violation

- A. Any person violating any provision of this Ordinance shall be guilty of an infraction and shall be punishable by a fine not exceeding one hundred dollars (\$100.00) for the first violation, and a fine not exceeding two hundred dollars (\$250.00) for a second violation within one (1) year. The third and each successive violation of this Ordinance in the period of one (1) year shall constitute a misdemeanor and shall be punishable by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the county jail for a term not to exceed six (6) months, or by both such fine and imprisonment. Each day any violation of this Ordinance continues shall constitute a separate offense.

- B. The violation of any provision of this Ordinance shall constitute a public nuisance subject to abatement in any manner authorized by law.

SECTION 5. EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in full within fifteen (15) days after its adoption in a newspaper of general circulation within the District.

This Ordinance was introduced and the title thereof read at the regular meeting of Orangevale Recreation and Park District Board of Directors on ~~May~~October , 2020~~20~~18, and further reading was waived.

A Summary of Ordinance summarizing the provisions of this Ordinance as introduced, and providing notice of the date of the regular meeting of the Board of Directors of the District at which this Ordinance was proposed to be adopted, was published in a newspaper of general circulation throughout the District on ~~November~~May , 2020~~18~~.

On a motion by _____, seconded by _____, the foregoing ordinance was passed and adopted by the Board of Directors of the Orangevale Recreation and Park District this _____ 2020~~18~~, by the following vote:

AYES: DIRECTORS:
NOES: DIRECTORS:
ABSTAIN: DIRECTORS:
ABSENT: DIRECTORS:

President of the Board

DISTRICT CLERK

STAFF REPORT



DATE: 5-14-20

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: CONSIDER APPROVAL OF THE AGREEMENT WITH BP PRODUCTIONS AND ALL EVENTS MANAGEMENT GROUP TO HOLD THE DRIVE-IN LIVE CONCERT EVENT IN ORANGEVALE COMMUNITY PARK ON MAY 30, 2020 OR JUNE 6, 2020

RECOMMENDATION

Consider approval of the agreement with BP Productions and All Events Management Group (AEMG) to hold the Drive-In Concert Event in Orangevale Community Park on May 30, 2020 or June 6, 2020.

BACKGROUND

Bill Pursell (BP Productions) and Lisa Montes from AEMG, Inc. submitted a special event application to hold a Drive-In Concert Event at Orangevale Community Park on May 30, 2020 or June 6, 2020 based on the County Health Officer opening guidelines. This is a one-evening live concert event to be held from 7:00 – 10:00 p.m. The event would host up to 60 vehicles at \$25.00 per vehicle admission. The event will be charged \$303 based on our special event fee schedule. Event proceeds are to support the Orangevale/Fair Oaks Food Bank. The application describes extensive measures to maintain social distancing including participants wearing masks and not leaving vehicles as well as disinfection of restrooms on a per use basis. Security is also scheduled to be at the event. No food or beverages will be sold. The issues that currently violate or may be construed to violate current State and County directives include:

- Activities that intentionally gather people are not allowed by the current health order
- Activities that can potentially gather individuals from more than one household are currently not allowed (having vehicles that would more than likely gather individuals from multiple households is the issue)
- Controlling use of restrooms and disinfection procedures
- Difficulty in ensuring current requirements for social distancing and wearing masks

Some or all of these issues may be mitigated by an updated County Health Directive, but it is difficult to know when this might occur. An additional hesitation under the current order is that recreation agencies in the greater Sacramento area are attempting to open activities of a similar nature at the same time. This type of activity has not been given approval to date.

MOTION TO CONSIDER

I move we approve the Agreement with the BP Productions and All Events Management Group to hold the Drive-In Live Concert event in Orangevale Community Park on May 30, 2020 or on June 6, 2020 based on an updated County Health Directive allowing this type of event.

PERMIT AGREEMENT

This Agreement is made and entered into this 14th day of May, 2020 by and between Orangevale Recreation & Park District, a recreation and park district formed pursuant to California Public Resources Code Section 5780, et seq., a political subdivision of the State of California located in Sacramento County, hereinafter referred to as the "District", and AEMG, INC. and BP Productions, hereinafter referred to as the "Permittee".

RECITALS

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

WHEREAS, Permittee desires to use the Property for a community special event for the public on May 30, 2020; and

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

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

SCOPE OF PERMIT AND USE OF PROPERTY

1. District agrees to grant Permittee the non-exclusive right to use the Property for AEMG and BP Productions to conduct a Drive-In Live Concert on May 30, 2020 (the "Event"). Permittee shall also have exclusive use of the areas of the Property outlined in the Application for Use of Facilities (the "Application"), a copy of which is to be completed and attached hereto as Exhibit A and incorporated herein by this reference. Permittee shall have the right to impose reasonable rules and regulations to be observed by the general public to ensure the safety of the participants at said Event. Permittee agrees to comply with all District rules, regulations and policies with respect to the use of the Property. Permittee is authorized to begin Event setup on Friday, May 29, 2020 at 3:00 p.m. and is required to complete Event take-down and cleanup by Sunday, May 31, 2020 at 11:00 a.m. Permittee is required to coordinate all activities with the District. Permittee agrees that the security deposit will be forfeited if Permittee fails to complete all cleanup of the Property by Sunday, May 31, 2020 at 11:00 a.m.

Permittee shall cause the removal of any camper, truck, trailer and/or tents from the designated area and the Property no later than May 31, 2020 at 11:00 a.m. Under no circumstances shall Permittee and/or Permittee's exhibitors, concessionaires and/or officials have an open fire (wood fire, bonfire, campfire) on District property unless specifically authorized by the District in writing. In the event an open fire is made, Permittee shall cause the person and/or persons responsible to leave the Property immediately. Permittee shall assume responsibility for any and all injuries and/or damages which occurs and/or arises from the activities authorized under this Paragraph. District shall not assume any liability to Permittee, and/or any other person as a result of the activities authorized by this Paragraph. Permittee shall be responsible

for notifying any and all exhibitors, concessionaires, agents and/or officials that District shall have no liability for any and all injuries and/or damages which occur on the Property. Permittee understands and agrees that it assumes any and all liability for any personal injury and/or damages resulting from the use of the Property as provided for herein.

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

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

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

NATURE OF THE INTEREST GRANTED

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

FEEES

3. In consideration for the use of the Property as provided for herein, Permittee shall pay to the District a security deposit of five hundred dollars (**\$500.00**) (the "Deposit") no later than May 15, 2020, which Deposit shall be used to reserve the dates and pay for any damages associated with the terms of this Permit should said damages not be repaired by Permittee. The parties agree that the District can deduct the expense of repairing and/or replacing any property damage, claims and/or any other unpaid sums owed by Permittee under this Agreement from the Deposit with the balance returned to the Permittee within thirty (30) days of the last day of any repairs. Permittee shall forfeit all or a portion of the Deposit if the event is cancelled in accordance with the schedule set forth in Paragraph 4 below. The District shall provide a detailed itemized list of all deductions from the Deposit to the Permittee.

As further consideration for the use of the Property, Permittee shall pay to the District a rental fee of three hundred three dollars (**\$303.00**) (the "Rental Fee") no later than May 15, 2020.

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

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

Within 89 to 60 days prior to the event, 50% of the Deposit

Within 59 to 30 Days prior to the event, 25% of the Deposit and 100% of the Rental Fees

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

CHARGES BY PERMITTEE

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

OBLIGATIONS OF DISTRICT

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

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

b. District shall furnish Permittee with electrical and water usage within the capacity of the District's facilities, for the Event on May 30, 2020 only.

c. District shall ensure that at least one (1) staff member will be available within a twenty (20) minute response time to assist with park maintenance emergencies throughout the set-up and for the duration of the event.

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

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

OBLIGATIONS OF PERMITTEE

7. Permittee understand and agrees to do the following:

a. Permittee shall attend a pre-event inspection walk-through which will take place on Thursday, May 21, 2020 with the District's representatives and the post-event inspection walk-through that will take place on Monday, June 1, 2020 if deemed necessary by District staff to determine pre and post event facility conditions and damage.

b. Permittee agrees and understands that it shall reimburse the District for the repair of any area of the Property or its surrounding areas which is damaged or diminished in value by or related to operations or activities under this Permit, and shall pay for the District to restore the area, to the condition existing immediately prior to the commencement of the Permittee's operations under this Permit, excepting normal wear and tear of turf areas. District shall provide an itemized list of any such damages or repairs resulting from the event, within five (5) days from the Event's final walk-through on Monday, June 1, 2020. Permittee will have the opportunity to make the necessary repairs outlined by the District in a time frame approved by the District.

c. Permittee shall provide District with a proposed layout for the Event no later than May 15, 2020 for review by the District. Any feedback on the layout for the Event shall be given no later than May 18, 2020. Permittee agrees to make any modifications and/or revisions to the layout for the Event if indicated by the District that such modification and/or revision is necessary for the safety of the public and/or District property. Any modifications to the layout after approval shall be submitted in writing and approved by District. Permittee shall remain responsible for the layout and ensure the safety of participants and/or attendees of the Event, the general public, District employees and property, and District shall not assume any such liability as a result of approving any layout. Permittee shall also provide District with an emergency notification list.

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

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

f. Permittee shall be responsible for providing adequate security for property, vehicles, participants, workers, and equipment, which are participating in the Event during the period of this Permit. Permittee's security arrangements and operations shall be coordinated and approved by District (plan must be submitted to District's representative one month prior to the Event). Permittee understands and agrees that District's approval of any

security plan for the Event does not relieve Permittee from any and all liability therefore, and further does not transfer any liability resulting from the Event to District.

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

h.. Permittee shall provide, at its own expense, portable restrooms, medical, first aid facilities and personnel, and potable water, as are deemed necessary by the County of Sacramento Environmental Health Department, the Sacramento Metro Fire District, and the District to accommodate the expected number of people. Permittee shall comply with all laws, rules and regulations governing the number and types of facilities, and any and all other rules and regulations required to address the above needs. Permittee shall file Material Data Safety Sheets (MSDS) for all cleaning agents requiring specifications with the District at least one (1) month prior to the event. The plan to accommodate this section shall be submitted to the District for approval no later than Friday, May 22, 2020. Permittee agrees to provide the necessary number of portable restrooms as specified by the County of Sacramento Environmental Management Department. Permittee shall provide for stocking and cleaning of each portable restroom on an hourly basis during the event and pumping of portable restrooms that meets the County of Sacramento Environmental Management Department requirements and any other laws, rules and/or regulations.

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

j. Permittee shall be responsible for providing notification of the Event and any possible disruption of traffic which could occur in the surrounding neighborhood to all necessary regulatory agencies, businesses and residences within four (4) blocks of the Event at least one (1) month prior to the Event. Such notification shall be by mail or personal delivery. Permittee shall provide District with written proof that such notifications have been made.

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

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

occupation of the Property and/or any taxable possessory interest created by this Agreement. All such fees, charges, taxes and assessments shall be paid as they become due and payable, but in any event before they become delinquent.

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

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

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

INDEMNIFICATION

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

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

It is understood and agreed that the indemnification obligations created by this

Agreement shall survive the termination of the Agreement.

INSURANCE

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

a. Public liability, property damage and contractual liability insurance. Permittee agrees that it shall, at all times during the term of this Agreement, furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards in the minimum amount of not less than \$1,000,000.00 for personal injuries as a result of any one occurrence on account of liability and a limit of not less than \$500,000.00 for property damage.

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

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

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

By execution of this Agreement, Permittee certifies as follows:

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

As part of the execution of this Agreement, Permittee agrees to furnish to the District a certified copy of the insurance policies that it has taken out for public liability, property damage and worker's compensation insurance set forth above for the period covered by this Agreement, or a certificate of such insurance. All insurance is to be placed with insurers with a current A.M. Best rating A:VII or better unless otherwise accepted in writing by District. Said certified policies of insurance or said certificates of insurance shall be furnished to the District prior to commencing the services contemplated by this Agreement. Each such certified policy or certificate of insurance shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District shall have received written notification of such a cancellation or reduction.

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

ASSIGNMENT OF AGREEMENT

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

DEFAULT

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

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

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

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

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

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

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

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

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

HAZARDOUS SUBSTANCES

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

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

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

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

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

CANCELLATION BY PERMITTEE

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

during any period of major construction activity on the Property site taking more than fifteen (15) days to complete, if District can institute temporary measures to lessen the effect of such construction on the Permittee.

NOTICE

18. Service of Notice.

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

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

AEMG, INC.
6129 Rich Hill Drive
Orangevale, CA 95662
(916) 934-2207
lisa@alleventsplus.net

BP Productions
4081 Seaport Blvd.
West Sacramento, CA 95691
(916) 261-6225

NEGATION OF PARTNERSHIP

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

WAIVER

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

MISCELLANEOUS PROVISIONS

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

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

23. This Agreement shall be governed by the laws of the State of California. This Agreement constitutes the entire agreement between the parties regarding its subject matter. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

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

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

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

**ORANGEVALE RECREATION AND
PARK DISTRICT**

AEMG, INC.

By _____
Chairperson

By _____
Lisa Montes, President

By _____
Clerk

BP PRODUCTIONS

By _____
Bill Pursell, Owner



Orangevale Recreation & Park District

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

SPECIAL EVENT RENTAL APPLICATION

District Use Only
Booking #: _____
Appl. Date: _____

Please fill out this form completely and submit with payment to the Orangevale Recreation & Park District office. Applications must be received no less than two weeks prior to your event and no more than one year in advance. It is understood that this application is only a request for facility use. Submitting this application in no way indicates approval for use of District facilities.

RENTAL CUSTOMER

Name of Applicant: Bill Pursell and Lisa Montes
 Address: P O BOX 2051 City/State/Zip: Orangevale, CA 95662
 Phone #: 916-934-2207 Email: Lisa@alleventsplus.net
 Sponsoring Organization/Company: BP Productions and All Events Management Group
 Authorized Organization Representative: Lisa Montes or Bill Pursell

To reserve on behalf of a company or organization, you must provide the District with a signed letter of authorization on official letterhead, granting you the right to act on the group's behalf.

Type of Organization: Non Profit Private Corporation Other _____

If your organization is a non-profit group, please enter non-profit [501 (c) 3] ID #: _____

Organization Web Site: alleventsplus.net Organization Email: info@alleventsplus.net

Name of Event Organizer (if different from applicant): _____

Alternate Contact Name: Bill Pursell Phone/Email: 916-261-6225

FACILITY REQUESTED

- Orangevale Community Center - 6826 Hazel Avenue
 - Field Area
- Orangevale Community Park - 7301 Filbert Avenue
 - Disc Golf Course Pavilion & Stage Area Horse Arena
 - Oak & Filbert Area Stone Amphitheater

Other Facility: _____

EVENT INFORMATION

Event Name: Drive In Live Concert

Event Date(s): May 30, 2020 Day(s) of week: M T W Th F Sat Sun

Event Time(s): Must include an adequate amount of time for set up and clean up of the facility.

Set up time	Event time	Clean up time
From: <u>May 29 3 pm</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	From: <u>May 30 7:00</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	From: <u>May 31 9:00</u> <input checked="" type="checkbox"/> am <input type="checkbox"/> pm
To: <u>8 pm</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	To: <u>May 30 10:00</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	To: <u>May 31 11:00</u> <input checked="" type="checkbox"/> am <input type="checkbox"/> pm

Type of Event: Concert Festival Celebration Run/Walk Other _____

Purpose of Event: To bring an event to the Community with social distancing guidelines - to get folks out and engage in our parks

Overall Estimated Attendance: 100 cars 3 car average Daily _____ Adults 200 Children 50

Has this event been produced before? Yes No If yes, previous attendance: _____

If yes, list previous name, date and location of event: _____

EVENT INFORMATION cont'd

Description of Event - Provide a detailed description of your event (i.e. list activities, entertainment, and vendors, special equipment and structures, etc. You may attach additional pages or materials as needed.
See attached PDF

How does the community of Orangevale benefit from this event?
See attached PDF

Is this a Public or Private event? Public Private Other Must purchase advance ticket

If public, please give name, phone number and website for public event information: Lisa Montes 916.934.2207

Will a charge, fee, or donation be collected for this event?..... Yes No

If yes, for what purpose will the proceeds be used? Financial Gain Charity Fundraiser Cost of Event

Please list the type (i.e., admission, food charge) and amount of charge:

admission use to cover hard cost of producing production and proceeds will benefit OVFO Food Bank

Will there be religious, political, or union activities?..... Yes No

Will food be served at the event? Yes No

If yes, and you are using a caterer, please list caterer's name and phone # _____

Will alcohol be served or sold at your event? Yes No

If yes, please list the time alcohol will be served _____

Will you be bringing any apparatus, equipment, or additional tables and chairs to your event?..... Yes No

If yes, please list Stage, lighting and sound

At your event, will there be a Live Band Recorded Music Public Address DJ

INSURANCE REQUIREMENTS

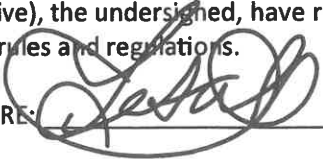
The District requires all facility users to provide a Certificate of Insurance in the amount of \$500,000 in liability coverage, with the Orangevale Recreation and Park District named as additionally insured. You may provide your own insurance or purchase special event insurance through the District. The Horse Arena insurance requirement is \$2,000,000.

I will provide my own insurance. I wish to purchase insurance from the District.

STATEMENT OF RESPONSIBILITY FOR LIABILITY OR DAMAGE/RECEIPT OF RULES & REGULATIONS

User agrees to be solely responsible for any and all claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the District's facilities. User agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from its use of the District's facilities.

I, (group representative), the undersigned, have received the rental policies and procedures; and have read and hereby agree to abide by all rules and regulations.

CUSTOMER SIGNATURE:  DATE: May 6, 2020

REVIEWED BY OVPARKS REPRESENTATIVE: _____ DATE: _____

SUPPLEMENTAL SPECIAL USE APPLICATION

A Supplemental Special Use Application will be required if your event plans to have any of the following: a) over 200 participants, b) amplified music, c) alcohol sales, d) food sales, or e) participant entry fee. Complete this application, attach any necessary supplemental information and submit to the District Office located in the Orangevale Community Center at 6826 Hazel Avenue, Orangevale CA 95662. Application must be submitted at least twelve (12) weeks in advance of the date requested. Submission of this application does not constitute approval of use, and no advertising of the event should occur until written approval is obtained.

EVENT NAME: Drive In Summer Night Concert

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

Day 1: Day of Week Friday Date May 29 2020 Start Time 3 pm End Time 8 pm
 Day 2: Day of Week _____ Date _____ Start Time _____ End Time _____

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

Day 1: Day of Week Saturday Date May 30 2020 Start Time 7 pm End Time 10:30 pm
 Day 2: Day of Week _____ Date _____ Start Time _____ End Time _____
 Day 3: Day of Week _____ Date _____ Start Time _____ End Time _____
 Day 4: Day of Week _____ Date _____ Start Time _____ End Time _____

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

Day 1: Day of Week Sunday Date May 31 2020 Start Time 9 am End Time 11 am
 Day 2: Day of Week _____ Date _____ Start Time _____ End Time _____

EVENT SITE PLAN/MAP

Attach a detailed site plan/map of the event layout including locations of vendors, equipment, activities, parking, etc. The site plan should be submitted on 8 ½" x 11" or 8 ½" x 14" white paper. Please indicate a directional sign showing north. Include a key if you use symbols denoting event areas.

EVENT ACTIVITY PLAN

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

Entertainment

- Amplified Music – Live Hours – Start 8 pm End 10:30 pm
- Amplified Music – Recorded Hours – Start _____ End _____
- Carnival Booths/Rides Hours – Start _____ End _____
- Other _____ Hours – Start _____ End _____

Sporting Activities

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

Vendors

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

Equipment

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

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

SUPPLEMENTAL SPECIAL USE APPLICATION - Cont'd

ALCOHOL MANAGEMENT PLAN

If your event is serving OR selling alcohol, please describe your plan for managing alcohol at your event on a separate sheet and attach to this application. Include in your description your sales plan (cash, tickets), method of serving, who will serve the alcohol (professionals, volunteers), number of service locations, how ID's will be checked, how you will monitor under-age drinking, and if you have an alcohol sponsor(s).

PARKING & TRAFFIC MANAGEMENT PLAN

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

SANITATION, WASTE & UTILITY PLAN

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

STAFFING PLAN

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

EMERGENCY AND SAFETY PLAN

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

EVENT MARKETING PLAN

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

NOTIFICATION PLAN

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

STATEMENT OF RESPONSIBILITY FOR LIABILITY OR DAMAGE/RECEIPT OF RULES & REGULATIONS

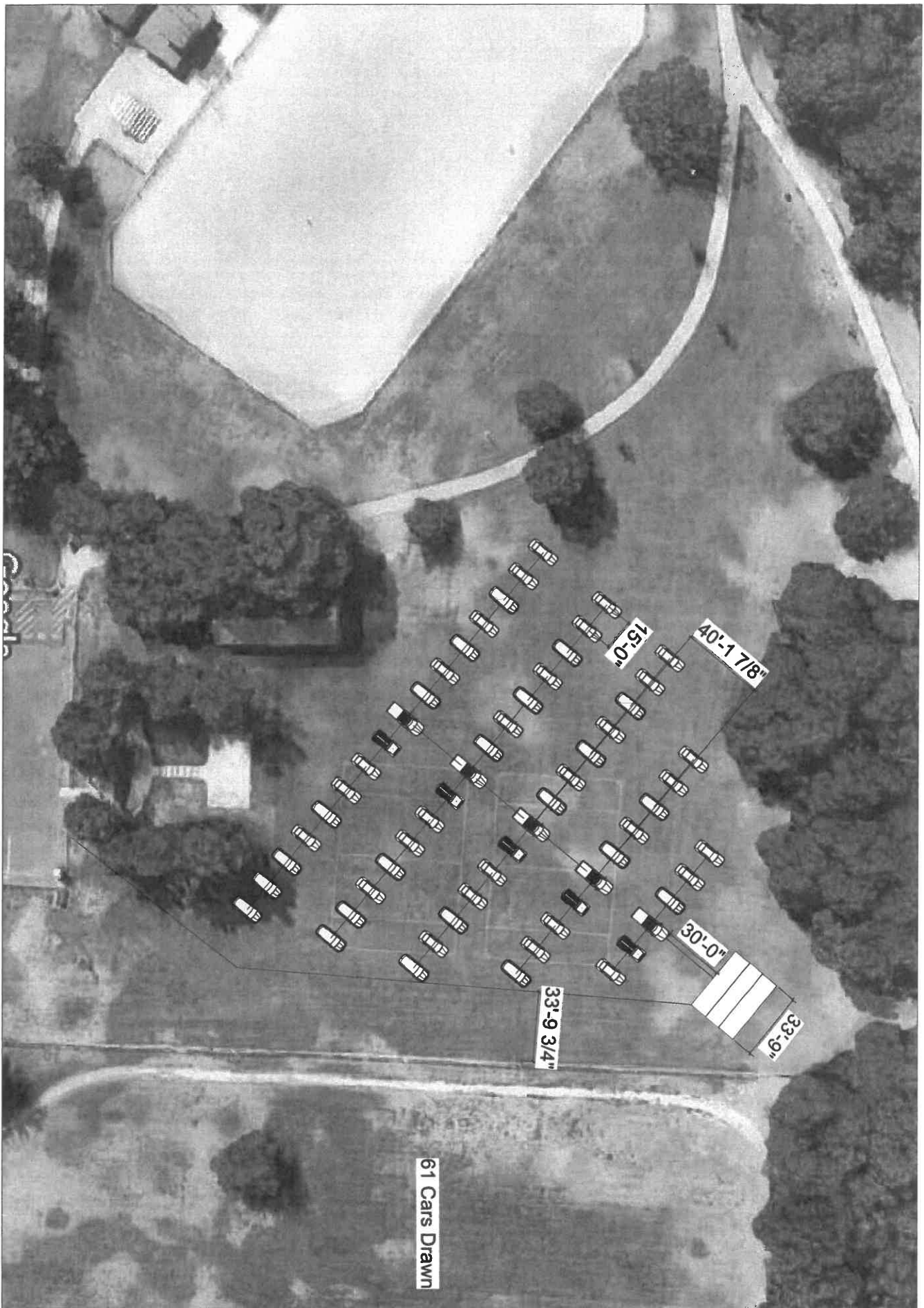
User agrees to be solely responsible for any and all claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the District's facilities. User agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from its use of the District's facilities.

I, (group representative), the undersigned, have received the rental policies and procedures; and have read and hereby agree to abide by all rules and regulations.

CUSTOMER SIGNATURE:  DATE: May 6, 2020

REVIEWED BY OVPARKS REPRESENTATIVE: _____ DATE: _____

Submit



Sheet No: Sht-1 -of- 1	By: BP Productions 4081 Saeport Blvd. W. Sacramento, CA 916.652.8975 www.bpproduction.net	Designer and/or BP Productions shall NOT warrant to determine the structural integrity of the Lighting/Scene Design. Such decision should be left to experienced personnel. BP Productions and its employees shall not be liable for any damages or injuries resulting from the use of the lighting/scene design. BP PRODUCTIONS	Client: AEMG Drive in OV	Project Title: Top 2D	Drawn By: R Gates	
			Drawing P&ID Date: 8/18/18 11:55:07 AM	Checked By: R Gates	File Name: Site at Orangevale	

DRIVE IN LIVE SUMMER NIGHT CONCERT

Most spring and summer tours and festivals have either been postponed or called off entirely, due to limits on mass gatherings and the issuing of social distancing guidelines. But a “Drive In Live” concert is a way to reunite an audience with a favorite summer past time – “Music in the Park” while sitting safely in their cars.

The audience will be able to experience a live performance on stage (with social distance of 6 ft) with the sights of a light show extravaganza while safe in their vehicles. A large visual LED Screen will make it possible for everyone who attends to see all the action as if they were at a tradition summer concert.

Attendees are expected to follow the current restrictions. Failure to comply will result in removal of event.

- Avoid People outside of your household
- Wash your hands / or use hand sanitizer
- When outside wear a mask and stay 6 ft from those not in your household
- Attendees must stay in their vehicles

Event Logistics

Advertising and notification – Space is very limited for this event. Advertising will be in the Orangevale View and social media will be used. Newspaper publication will also be use to notify neighbors of amplified sound on Saturday, May 30, 2020.

Ticket site – Advance tickets \$25 per vehicle. The ticket cost is used to cover the hard cost of the event and any proceeds will benefit the Orangevale Fair Oaks Food Bank to help with the strain of COVID-19 and providing food for those in needs.

The ticket site will have all conditions and restrictions. The statement “by purchasing a ticket you agree to adhere to all the conditions and restrictions of the event. Eventbrite advance tickets will permit us to remind folks via email with conditions and restrictions of the event along with updates.

Set-up May 29, 2020 – prior to the event to accurate mark safety lanes and vehicle areas. A-frame signage place with reminders of conditions and restrictions of the event. Porta Potty units (equipped with sanitizer/wash station) will be on site and monitor by event staff for sanitation and distancing guidelines. Security overnight to watch equipment and show area

Event May 30, 2020 – **Music will begin at 8pm. Show will end 10:30pm** Operational will be minimal and will be wearing protective gear as required. Parking area will be monitor and 1-2 security officers will be onsite as precaution.

Load Out May 31, 2020 – removal of stage and sound.

Benefits- The purpose of the event is to get the community of Orangevale out into our parks and provide a safe atmosphere for safe recreation. To get things moving again! It has been proven music is good for personal health. A strong part of the Parks Make Life Better campaign;

- Improves Mood
- Reduces Stress
- Lessens Anxiety
- Improves Memory
- Eases Pain
- Provides Comfort

NEED TO KNOW F.A.Q

DRIVE IN LIVE CONCERT

Q: How soon before the concert should we be there?

Answer

Please arrive 60 minutes prior so we can get everyone parked before the show.

Q: Can we get in late?

Answer

We will not allow entry 10 minutes after the show begins.

Q: Can I move my vehicle?

Answer

No. Vehicles will be assigned to a spot and must remain in that location until the show is over.

Q: Can we bring our own food?

Answer

Yes, please do. We currently DO NOT offer any snacks or drinks for sale onsite.

Q: Are there restrooms?

Answer

Yes, we have restrooms that are sanitized by a dedicated staff member between every use. One person in the restroom at a time, except an adult with a child. You must wear mask.

Q: Can we bring chairs and sit outside of the car.

Answer

No. Currently we are maintaining the highest level of safety and distancing possible. You need to stay in or on your car and maintain a minimum of 6 feet of distance from others. We will keep up on all social distancing guidelines and keep all tickets holders informed

Q: Can I get a refund?

Answer

NO - There are no refunds. We hope to cover cost and make donation of proceeds to Orangevale Fair Oaks Food Bank.

ORANGEVALE RECREATION & PARK DISTRICT
FISCAL YEAR 2020-2021 PRELIMINARY BUDGET
SACRAMENTO COUNTY FY 2020-2021 BUDGET INPUT DOCUMENTS

FINAL BUDGET DOCUMENTS

FISCAL YEAR 2020-2021 PRELIMINARY BUDGET
ORANGEVALE RECREATION & PARK DISTRICT
FINANCING REQUIREMENTS SCHEDULE FOR FUND 332A

<u>APPROPRIATIONS BY OBJECT OF EXPENDITURE</u>		<u>MEANS OF FINANCING THE BUDGET REQUIREMENTS</u>	
OBJECT 10 - SALARIES AND EMPLOYEE BENEFITS	\$ 1,993,000	ESTIMATED REVENUE	(2,085,300)
OBJECT 20 - SERVICES AND SUPPLIES	\$ 522,550	RESERVES TO BE DECREASED	
OBJECT 30 - OTHER FINANCING USES		GENERAL RESERVES DECREASE	
<u>REPAYMENTS</u>		ENCUMBRANCE DECREASE	-
<u>INTEREST AND</u>	\$ 155,000	OTHER RESERVE DECREASE	
<u>ASSESSMENTS</u>			
<u>JUDGEMENTS/DA</u>	2,500		
TOTAL OBJECT 30 - OTHER FINANCING USES	\$ 157,500	TOTAL RESERVES TO BE DECREASED	-
OBJECT 40 - FIXED ASSETS		FUND BALANCE AVAILABLE DECREASE	(677,750)
OBJECT 41 - LAND ACQUISITION	\$ -	ESTIMATED LONG-TERM LOAN PROCEEDS	
OBJECT 42 - STRUCTURES AND IMPROVEMENTS	60,000	TOTAL AVAILABLE FINANCING	\$ (2,763,050)
OBJECT 43 - EQUIPMENT	30,000		
TOTAL OBJECT 40 - FIXED ASSETS	\$ 90,000		
OBJECT 50 - FUNDS TRANSFERS OUT	\$ -	<u>FUND EQUITY SCHEDULE</u>	<u>BALANCE</u>
OBJECT 59 - FUNDS TRANSFERS IN	-	RESERVES	AS OF 7/01/20
OBJECT 60 - INTRAFUND TRANSFERS IN OR OUT	-	GENERAL	545,014
OBJECT 79 - APPROPRIATIONS FOR CONTINGENCIES	-	ENCUMBRANCE	-
OBJECT 80 - OTHER COMMODITIES	-	OTHER	-
PROVISIONS FOR RESERVE INCREASES		FUND BALANCE	\$ 623,160
<u>GENERAL RESERVES</u>		AVAILABLE	\$ -
<u>OTHER RESERVES</u>		TOTALS	\$ 1,168,174
TOTAL BUDGETARY REQUIREMENT	\$ 2,763,050	INCREASES	\$ -
TOTAL DIFFERENCE:	-	DECREASES	\$ 677,750
		ADJUSTED FUND	BALANCE
			545,014
			-
			-
			(54,590)
			490,424

EXPENDITURE DETAIL SCHEDULE - FY 2020-21 PRELIMINARY BUDGET

ORANGEVALE RECREATION & PARK DISTRICT

FUND 332A - GENERAL FUND

Commitment Item	Description	FY 17-18 Actuals	FY 18-19 Actuals	FY 19-20 Budget	FY 19-20 Est. Actuals	FY 20-21 Prelim Budget	Changes	FY 20-21 Final Budget
332A ORANGEVALE RECREATION & PARK DISTRICT								
10111000	SALARIES & WAGES - REGULAR EMPLOYEES	612,447	696,324	866,000	760,000	896,000	0	
10112100	SALARIES & WAGES - EXTRA HELP	237,437	291,043	430,000	325,000	390,000	0	
10112400	BOARD MEMBERS STIPEND	6,500	7,800	12,000	8,000	12,000	0	
10121000	RETIREMENT - EMPLOYER COST	142,494	182,077	230,000	210,000	250,000	0	
10122000	OASDHI - EMPLOYER COST	63,699	74,946	100,000	85,000	100,000	0	
10123000	GROUP INS - EMPLOYER COST	210,373	212,330	240,000	245,000	275,000	0	
10124000	WORKERS COMP INS - EMPLOYER COST	56,394	23,323	35,000	35,000	45,000	0	
10125000	SUI INS - EMPLOYER COST	14,411	16,462	25,000	20,000	25,000	0	
10127000	DENTAL CARE - RETIREES	0	0	0	0	0	0	
10128000	HEALTH CARE - RETIREES	0	0	0	0	0	0	
		1,343,754	1,504,306	1,938,000	1,688,000	1,993,000	0	0
		Object 10						
20200500	ADVERTISING/LEGAL NOTICES	1,161	2,355	1,500	1,500	1,500	0	
20202100	BOOKS/PERIODICALS/SUBSCRIPTIONS	239	2,612	1,000	3,500	1,000	0	
20202900	BUSINESS/CONFERENCE EXPENSE	2,601	6,673	6,000	1,000	4,000	0	
20203500	EDUCATION & TRAINING SERVICES	1,325	4,573	7,000	3,000	5,000	0	
20203600	EDUCATION & TRAINING SUPPLIES	24	0	1,000	0	500	0	
20203700	TUITION REIMBURSEMENT	0	0	1,000	0	500	0	
20203800	EMPLOYEE RECOGNITION	659	948	2,000	1,000	2,000	0	
20203802	RECOGNITION ITEMS	0	0	500	0	500	0	
20203803	RECOGNITION EVENTS	0	0	500	0	500	0	

EXPENDITURE DETAIL SCHEDULE - FY 2020-21 PRELIMINARY BUDGET ORANGEVALE RECREATION & PARK DISTRICT

FUND 332A - GENERAL FUND

Commitment Item	Description	FY 17-18 Actuals	FY 18-19 Actuals	FY 19-20 Budget	FY 19-20 Est. Actuals	FY 20-21 Prelim Budget	Changes	FY 20-21 Final Budget
20203900	EMPLOYEE TRANSPORTATION	2,636	2,518	3,000	3,000	3,000	0	
20205100	LIABILITY INSURANCE	38,320	43,267	60,000	60,000	80,000	0	
20205500	RENTAL INSURANCE	3,036	1,179	4,000	2,000	4,000	0	
20206100	MEMBERSHIP DUES	4,975	9,509	10,000	12,000	10,000	0	
20207600	OFFICE SUPPLIES	5,737	5,570	9,000	7,000	9,000	0	
20207602	SIGNS	1,720	0	500	0	500	0	
20207603	KEYS	0	0	350	0	350	0	
20208100	POSTAL SERVICES	6,109	6,704	7,500	3,000	7,500	0	
20208102	STAMPS	1,422	878	3,000	3,000	3,000	0	
20208500	PRINTING SERVICES	17,086	15,400	28,000	15,000	28,000	0	
20210300	AGRICULTURAL/HORTICULTURAL SERVICE	0	0	500	0	500	0	
20210400	AGRICULTURAL/HORTICULTURAL SUPPLIES	0	0	1,000	0	1,000	0	
20211200	BUILDING MAINTENANCE SUPPLIES	(80)	0	500	0	500	0	
20212200	CHEMICALS	0	0	500	0	500	0	
20213100	ELECTRICAL MAINTENANCE SERVICE	0	0	400	0	400	0	
20213200	ELECTRICAL MAINTENANCE SUPPLIES	0	0	500	0	500	0	
20214100	LAND IMPROVEMENT MAINTENANCE SERVICE	0	0	500	0	500	0	
20214200	LAND IMPROVEMENT MAINTENANCE SUPPLIES	0	0	500	0	500	0	
20215100	MECHANICAL SYSTEM MAINTENANCE SERVICE	678	0	500	0	500	0	
20215200	MECHANICAL SYSTEM MAINTENANCE SUPPLY	344	0	500	0	500	0	
20216100	PAINTING SERVICES	0	0	0	0	0	0	
20216200	PAINTING SUPPLIES	0	0	500	0	500	0	
20216700	PLUMBING MAINTENANCE SERVICE	0	0	400	0	400	0	
20216800	PLUMBING MAINTENANCE SUPPLIES	0	0	500	0	500	0	

EXPENDITURE DETAIL SCHEDULE - FY 2020-21 PRELIMINARY BUDGET ORANGEVALE RECREATION & PARK DISTRICT

FUND 332A - GENERAL FUND

Commitment Item	Description	FY 17-18 Actuals	FY 18-19 Actuals	FY 19-20 Budget	FY 19-20 Est. Actuals	FY 20-21 Prelim Budget	Changes	FY 20-21 Final Budget
20218100	CONSTRUCTION SERVICES	0	0	500	0	500	0	
20218200	CONSTRUCTION SUPPLIES	0	16	500	0	500	0	
20218500	PERMIT CHARGES	0	0	3,000	0	3,000	0	
20219100	ELECTRICITY	0	0	500	0	500	0	
20219200	NATURAL GAS / LPG / FUEL OIL	0	0	500	0	500	0	
20219300	REFUSE COLLECTION/DISPOSAL SERVICE	0	0	500	0	500	0	
20219500	SEWAGE DISPOSAL SERVICE	0	0	500	0	500	0	
20219700	TELEPHONE SERVICE	8,367	8,491	15,000	15,000	15,000	0	
20219800	WATER	0	35	1,000	0	1,000	0	
20219900	TELEPHONE SYSTEM MAINTENANCE	0	95	500	0	500	0	
20220500	AUTOMOTIVE MAINTENANCE SERVICE	0	0	500	0	500	0	
20220600	AUTOMOTIVE MAINTENANCE SUPPLIES	0	0	500	0	500	0	
20221200	CONSTRUCTION EQUIP MAINT SUPPLIES	0	0	500	0	500	0	
20222600	EXPENDABLE TOOLS	0	0	500	0	500	0	
20223600	FUEL & LUBRICANTS	0	0	500	0	500	0	
20226100	OFFICE EQUIPMENT MAINTENANCE SERVICE	0	0	1,000	0	1,000	0	
20226200	OFFICE EQUIPMENT MAINTENANCE SUPPLIES	1,597	1,875	5,000	4,000	5,000	0	
20227500	RENTS/LEASES EQUIPMENT	0	0	500	0	500	0	
20228100	SHOP EQUIPMENT MAINTENANCE SERVICE	0	0	500	0	500	0	
20228200	SHOP EQUIPMENT MAINTENANCE SUPPLIES	0	0	500	0	500	0	
20229100	OTHER EQUIPMENT MAINTENANCE SERVICE	0	0	500	0	500	0	
20229200	OTHER EQUIPMENT MAINTENANCE SUPPLIES	0	0	500	0	500	0	

EXPENDITURE DETAIL SCHEDULE - FY 2020-21 PRELIMINARY BUDGET ORANGEVALE RECREATION & PARK DISTRICT

FUND 332A - GENERAL FUND

Commitment Item	Description	FY 17-18 Actuals	FY 18-19 Actuals	FY 19-20 Budget	FY 19-20 Est. Actuals	FY 20-21 Prelim Budget	Changes	FY 20-21 Final Budget
20231400	CLOTHING/PERSONAL SUPPLIES	86	0	2,000	0	2,000	0	
20232100	CUSTODIAL SERVICES	0	0	1,000	0	1,000	0	
20232200	CUSTODIAL SUPPLIES	1,417	0	1,000	0	1,000	0	
20244300	MEDICAL SERVICE	189	481	200	200	200	0	
20250500	ACCOUNTING SERVICES	4,725	4,725	8,000	5,000	8,000	0	
20250700	ASSESSMENT/COLLECTION SERVICES	17,449	17,630	18,000	18,000	18,000	0	
20251900	ARCHITECTURAL SERVICES	0	0	0	0	0	0	
20252500	ENGINEERING SERVICES	0	1,935	6,000	0	6,000	0	
20253100	LEGAL SERVICES	8,280	44,854	75,000	80,000	20,000	0	
20256200	TRANSCRIBING SERVICES	1,169	1,321	1,000	0	1,000	0	
20257100	SECURITY SERVICES	3,532	2,149	5,000	3,000	5,000	0	
20259100	OTHER PROFESSIONAL SERVICES	8,501	19,739	52,000	50,000	22,000	0	
20259101	COMPUTER CONSULTANTS	5,000	7,065	8,000	8,000	8,000	0	
20281201	PC HARDWARE	0	6,855	10,000	8,000	10,000	0	
20281202	PC SOFTWARE	2,768	901	6,000	6,000	6,000	0	
20281203	PC SUPPLIES	89	292	1,000	1,000	1,000	0	
20281900	REGISTRATION SERVICES (ELECTIONS)	364	2,008	0	0	0	0	
20285100	RECREATIONAL SERVICES	139,408	163,332	190,000	140,000	170,000	0	
20285200	RECREATIONAL SUPPLIES	28,798	37,861	40,000	35,000	35,000	0	
20289800	OTHER OPERATING EXPENSE - SUPPLIES	0	(389)	2,000	1,000	2,000	0	
20289900	OTHER OPERATING EXPENSE - SERVICES	40	383	2,000	1,000	2,000	0	
20291100	SYSTEM DEVELOPMENT SERVICE	2,758	2,758	3,000	3,000	3,000	0	
20296200	GS PARKING CHARGES	84	169	200	200	200	0	

EXPENDITURE DETAIL SCHEDULE - FY 2020-21 PRELIMINARY BUDGET ORANGEVALE RECREATION & PARK DISTRICT

FUND 332A - GENERAL FUND

Commitment Item	Description	FY 17-18 Actuals	FY 18-19 Actuals	FY 19-20 Budget	FY 19-20 Est. Actuals	FY 20-21 Prelim Budget	Changes	FY 20-21 Final Budget
	Object 20	322,612	426,768	617,550	493,400	522,550	0	0
30321000	INTEREST EXPENSE	16,485	13,498	29,500	29,500	40,000	0	
30322000	BOND/LOAN REDEMPTION	65,936	68,044	87,000	87,000	115,000	0	
30345000	TAX/LIC/ASSESSMENTS	0	310	2,500	500	2,500	0	
	Object 30	82,421	81,853	119,000	117,000	157,500	0	0
41410100	LAND	0	0	200,000	80,000	0	0	
	Object 41	0	0	200,000	80,000	0	0	0
42420100	BUILDINGS	0	0	0	0	0	0	
42420200	STRUCTURES	201,621	104,493	268,500	160,000	60,000	0	
	Object 42	201,621	104,493	268,500	160,000	60,000	0	0
43430300	VEHICLES/EQUIPMENT - OTHER	6,500	0	0	0	30,000	0	
	Object 43	6,500	0	0	0	30,000	0	0
50557100	FINGERPRINTING SERVICE	2,260	2,182	4,000	4,000	4,000	0	
	Object 59	2,260	2,182	4,000	4,000	4,000	0	0

EXPENDITURE DETAIL SCHEDULE - FY 2020-21 PRELIMINARY BUDGET ORANGEVALE RECREATION & PARK DISTRICT

FUND 332A - GENERAL FUND

Commitment Item	Description	FY 17-18 Actuals	FY 18-19 Actuals	FY 19-20 Budget	FY 19-20 Est. Actuals	FY 20-21 Prelim Budget	Changes	FY 20-21 Final Budget
79790100	CONTINGENCY APPROPRIATIONS	0	0	0	0	0	0	0
	GENERAL RESERVES	0	0	0	0	0	0	0
	Object 79	0	0	0	0	0	0	0
	FUND CENTER 9339332	1,959,168	2,119,602	3,147,050	2,542,400	2,767,050	0	0
	FUND TOTAL 332 A	1,959,168	2,119,602	3,147,050	2,542,400	2,767,050	0	0

REVENUE DETAIL SCHEDULE - FY 2020-21 PRELIMINARY BUDGET
ORANGEVALE RECREATION & PARK DISTRICT
FUND 332A - GENERAL FUND

Commitment Item	Description	FY 17-18	FY 18-19	FY 19-20	FY 19-20 Est.	FY 20-21	FY 20-21
		Actuals	Actuals	Budget	Actuals	Prelim. Budget	Final Budget
						Changes	
332A ORANGEVALE RECREATION & PARK DISTRICT							
91910100	PROP TAX CUR SEC	\$ (1,235,951)	\$ (1,301,883)	(1,340,000)	(1,340,000)	(1,370,000)	0
91910200	PROP TAX CUR UNSEC	(43,617)	(47,637)	(40,000)	(50,000)	(40,000)	0
91910300	PROP TAX CUR SUP	(34,628)	(36,453)	(20,000)	(26,000)	(20,000)	0
91910400	PROPERTY TAX SECURED DELINQ.	(8,682)	(9,678)	(10,000)	(10,000)	(10,000)	0
91910500	PROPERTY TAX SUPPLE DELINQ.	(1,554)	(1,908)	(500)	(2,000)	(500)	0
91910600	PROPERTY TAX UNITARY	(14,179)	(13,390)	(12,000)	(13,000)	(12,000)	0
91912000	PROP TAX REDEMP	(66)	(54)	0	0	0	0
91913000	PROP TAX PR UNSEC	(1,300)	(527)	(1,000)	(1,000)	(1,000)	0
91914000	PROP TAX PENALTIES	(248)	(249)	(200)	(200)	(200)	0
91919900	TAXES - OTHER	0	0	0	0	0	0
Object 91		\$ (1,340,225)	\$ (1,411,778)	\$ (1,423,700)	\$ (1,442,200)	\$ (1,453,700)	\$ -
94941000	INTEREST INCOME	(14,962)	(31,677)	(14,000)	(12,000)	(14,000)	0
94942900	BUILDING RENTAL OTHER	(106,104)	(116,157)	(110,000)	(55,000)	(60,000)	0

REVENUE DETAIL SCHEDULE - FY 2020-21 PRELIMINARY BUDGET
ORANGEVALE RECREATION & PARK DISTRICT
FUND 332A - GENERAL FUND

Commitment Item	Description	FY 17-18	FY 18-19	FY 19-20	FY 19-20 Est.	FY 20-21	FY 20-21
		Actuals	Actuals	Budget	Actuals	Prelim. Budget	Final Budget
94943900	GROUND LEASES (CELL TOWERS)	(31,476)	(31,341)	(29,600)	(20,000)	(29,600)	0
94944800	REC. CONCESSION (FINAL 9)	(17,659)	(15,845)	(17,000)	(15,000)	(17,000)	0
94945900	VENDING MACHINES	(1)	0	0	0	0	0
94949000	CONCESSIONS OTHER	0	0	0	0	0	0
	Object 94	(170,202)	(195,021)	(170,600)	(102,000)	(120,600)	0
95952200	HOMEOWNER PROP TAX RELIEF	(13,687)	(13,314)	(15,000)	(11,000)	(15,000)	0
95952900	IN LIEU TRANSFER	(371,893)	(103,574)	(260,000)	(126,000)	(90,000)	0
95956900	STATE AID	0	0	0	0	0	0
	Object 95	(385,580)	(116,888)	(275,000)	(137,000)	(105,000)	0
96963313	MISCELLANEOUS OTHER FEES	(5,556)	(4,201)	(1,000)	(1,000)	(1,000)	0
96964600	RECREATION SERVICE CHGS	(442,409)	(504,893)	(505,000)	(260,000)	(400,000)	0
96969700	SECURITY SERVICES	(4,570)	(4,628)	(2,500)	(1,500)	(2,000)	0
	Object 96	(452,534)	(513,721)	(508,500)	(262,500)	(403,000)	0
97973000	DONATIONS/CONTRIBUTIONS	1,945	(2,120)	0	(2,000)	0	0

REVENUE DETAIL SCHEDULE - FY 2020-21 PRELIMINARY BUDGET
ORANGEVALE RECREATION & PARK DISTRICT
FUND 332A - GENERAL FUND

Commitment Item	Description	FY 17-18	FY 18-19	FY 19-20	FY 19-20 Est.	FY 20-21	FY 20-21
		Actuals	Actuals	Budget	Actuals	Prelim. Budget	Changes
97974000	INSURANCE PROCEEDS	(3,364)	(1,573)	(2,500)	(1,500)	(2,500)	0
97979000	MISCELLANEOUS OTHER REVENUES	(2,114)	(714)	(500)	(57,285)	(500)	0
97979900	PRIOR YEAR	0	0	0	0	0	0
	Object 97	(3,533)	(4,407)	(3,000)	(60,785)	(3,000)	0
98986200	ASSET SALE PROCEEDS - SP DIST	0	0	0	0	0	0
	Object 98	0	0	0	0	0	0
	FUND CENTER 9339332	(2,352,074)	(2,241,815)	(2,380,800)	(2,004,485)	(2,085,300)	0
	FUND TOTAL 332A	(2,352,074)	(2,241,815)	(2,380,800)	(2,004,485)	(2,085,300)	0

FISCAL YEAR 2020-2021 PRELIMINARY BUDGET
Orangevale Recreation & Park District
FINANCING REQUIREMENTS SCHEDULE FOR FUND 374A (OLLAD)

<u>APPROPRIATIONS BY OBJECT OF EXPENDITURE</u>	<u>MEANS OF FINANCING THE BUDGET REQUIREMENTS</u>		
OBJECT 10 - SALARIES AND EMPLOYEE BENEFITS	\$ -	ESTIMATED REVENUE	\$ (557,000)
OBJECT 20 - SERVICES AND SUPPLIES	\$ 567,000	RESERVES TO BE DECREASED	
OBJECT 30 - OTHER FINANCING USES		GENERAL RESERVES DECREASE	-
<u>LOAN AND LEASE REPAYMENTS</u>		ENCUMBRANCE DECREASE	-
<u>INTEREST AND PRINCIPAL</u>	0	OTHER RESERVES DECREASE	-
<u>TAXES/LICENSES/ASSESSMENTS</u>		TOTAL RESERVES TO BE DECREASED	-
<u>JUDGEMENTS/DAMAGES</u>	1,300		
TOTAL OBJECT 30 - OTHER FINANCING USES	\$ 1,300		
OBJECT 40 - FIXED ASSETS		FUND BALANCE AVAILABLE DECREASE	(181,300)
OBJECT 41 - LAND ACQUISITION	-	ESTIMATED LONG-TERM LOAN PROCEEDS	-
OBJECT 42 - STRUCTURES AND IMPROVEMENTS	95,000	TOTAL AVAILABLE FINANCING	\$ (738,300)
OBJECT 43 - EQUIPMENT	75,000		
TOTAL OBJECT 40 - FIXED ASSETS	\$ 170,000		
OBJECT 50 - FUNDS TRANSFERS OUT	-	FUND EQUITY SCHEDULE BALANCE	
OBJECT 59 - FUNDS TRANSFERS IN	-	RESERVES	AS OF 7/01/20
OBJECT 60 - INTRAFUND TRANSFERS IN OR OUT	-	GENERAL	311,713
OBJECT 79 - APPROPRIATIONS FOR CONTINGENCIES	0	ENCUMBRANCE	-
OBJECT 80 - OTHER COMMODITIES	-	OTHER	-
PROVISIONS FOR RESERVE INCREASES		FUND BALANCE	
GENERAL RESERVES		AVAILABLE	\$ 316,245
OTHER RESERVES		TOTALS	\$ 627,958
TOTAL BUDGETARY REQUIREMENT	\$ 738,300	APPROPRIATIONS LIMIT	
TOTAL DIFFERENCE:	-	APPROPRIATIONS SUBJECT TO LIMIT	
		OVER/UNDER LIMIT	\$ 181,300
		ADJUSTED FUND	BALANCE
			311,713
			-
			-
			134,945
			446,658

EXPENDITURE DETAIL SCH. - FY 2020-21 PRELIMINARY BUDGET
ORANGEVALE RECREATION & PARK DISTRICT

FUND 374A - ORANGEVALE LANDSCAPE & LIGHTING ASSESSMENT DISTRICT

Commitment Item	Description	FY 17-18 Actuals	FY 18-19 Actuals	FY 19-20 Budget	FY 19-20 Est. Actuals	FY 20-21 Prelim Budget	Changes	FY 20-21 Final Budget
374A OLLAD								
20203500	EDUCATION/TRAINING SERVICE	0	2,138	3,000	2,000	3,000	0	
20206100	MEMBERSHIP DUES	0	295	1,000	500	1,000	0	
20207600	OFFICE SUPPLIES	372	140	500	300	500	0	
20207602	SIGNS	0	28	1,000	1,000	1,000	0	
20207603	KEYS	133	3	1,500	500	1,500	0	
20210300	AGRICULTURAL/HORTICULTURAL SERVICE	4,913	5,475	12,000	10,000	12,000	0	
20210400	AGRICULTURAL/HORTICULTURAL SUPPLIES	7,931	1,643	15,000	7,000	15,000	0	
20211200	BUILDING MAINTENANCE SUPPLIES	11,119	5,875	10,000	10,000	10,000	0	
20212200	CHEMICALS	29,669	36,894	35,000	35,000	35,000	0	
20213100	ELECTRICAL MAINTENANCE SERVICE	1,578	9,464	6,000	2,000	6,000	0	
20213200	ELECTRICAL MAINTENANCE SUPPLIES	1,410	520	2,000	2,000	2,000	0	
20214100	LAND IMPROVEMENT MAINTENANCE SERVICE	4,290	2,135	48,000	48,000	20,000	0	
20214200	LAND IMPROVEMENT MAINTENANCE SUPPLIES	36,590	23,210	46,000	20,000	35,000	0	
20215100	MECHANICAL SYSTEM MAINTENANCE SERVICE	1,897	6,646	10,000	10,000	10,000	0	
20215200	MECHANICAL SYSTEM MAINTENANCE SUPPLY	4,193	2,790	3,000	3,000	3,000	0	
20216200	PAINTING SUPPLIES	1,200	182	1,500	1,500	1,500	0	
20216700	PLUMBING-MAINTENANCE SERVICE	0	2,333	1,000	1,000	1,000	0	
20216800	PLUMBING MAINTENANCE SUPPLIES	5,183	2,636	4,000	2,000	4,000	0	
20218100	IRRIGATION SERVICES	0	0	2,000	2,000	2,000	0	
20218200	IRRIGATION SUPPLIES	16,678	11,012	18,000	12,000	18,000	0	
20218500	PERMIT CHARGES	3,803	3,384	2,000	2,000	2,000	0	
20219100	ELECTRICITY	72,079	81,854	88,000	88,000	88,000	0	

EXPENDITURE DETAIL SCH. - FY 2020-21 PRELIMINARY BUDGET
ORANGEVALE RECREATION & PARK DISTRICT

FUND 374A - ORANGEVALE LANDSCAPE & LIGHTING ASSESSMENT DISTRICT

Commitment Item	Description	FY 17-18 Actuals	FY 18-19 Actuals	FY 19-20 Budget	FY 19-20 Est. Actuals	FY 20-21 Prelim Budget	Changes	FY 20-21 Final Budget
374A OLLAD								
20219200	NATURAL GAS / LPG / FUEL OIL	17,053	26,413	30,000	30,000	30,000	0	
20219300	REFUSE COLLECTION/DISPOSAL SERVICE	18,111	20,825	24,000	24,000	24,000	0	
20219500	SEWAGE DISPOSAL SERVICE	12,032	11,754	14,000	14,000	14,000	0	
20219700	TELEPHONE SERVICE	0	0	3,000	3,000	3,000	0	
20219800	WATER	48,367	50,500	53,000	53,000	53,000	0	
20219900	TELEPHONE SYSTEM MAINTENANCE	1,332	1,332	3,000	3,000	3,000	0	
20220500	AUTOMOTIVE MAINTENANCE SERVICE	4,377	994	6,000	3,000	6,000	0	
20220600	AUTOMOTIVE MAINTENANCE SUPPLIES	8,792	2,080	6,000	5,000	6,000	0	
20221200	CONSTRUCTION EQUIP MAINT SUPPLIES	609	41	500	500	500	0	
20222600	EXPENDABLE TOOLS	2,954	4,275	4,000	4,000	4,000	0	
20223600	FUEL & LUBRICANTS	11,926	13,987	18,000	16,000	18,000	0	
20227500	RENTS/LEASES EQUIPMENT	7,539	3,777	5,000	5,000	5,000	0	
20228100	SHOP EQUIPMENT MAINTENANCE SERVICES	41	79	2,000	2,000	2,000	0	
20228200	SHOP EQUIPMENT MAINTENANCE SUPPLIES	9,346	7,703	7,000	7,000	7,000	0	
20229100	OTHER EQUIPMENT MAINTENANCE SERVICE	51	222	2,500	2,500	2,500	0	
20229200	OTHER EQUIPMENT MAINTENANCE SUPPLIES	4,007	1,555	4,000	4,000	4,000	0	
20231400	CLOTHING/PERSONAL SUPPLIES	0	1,793	4,000	4,000	4,000	0	
20232100	CUSTODIAL SERVICES	0	676	0	0	0	0	
20232200	CUSTODIAL SUPPLIES	17,539	14,933	20,000	18,000	20,000	0	
20250500	ACCOUNTING SERVICES	2,600	2,600	3,000	3,000	3,000	0	
20252500	ENGINEERING SERVICES	10,969	18,407	15,000	13,000	15,000	0	
20253100	LEGAL SERVICES	7,165	14,162	18,000	10,000	10,000	0	

EXPENDITURE DETAIL SCH. - FY 2020-21 PRELIMINARY BUDGET

ORANGEVALE RECREATION & PARK DISTRICT

FUND 374A - ORANGEVALE LANDSCAPE & LIGHTING ASSESSMENT DISTRICT

Commitment Item	Description	FY 17-18 Actuals	FY 18-19 Actuals	FY 19-20 Budget	FY 19-20 Est. Actuals	FY 20-21 Prelim Budget	Changes	FY 20-21 Final Budget
374A OLLAD								
20256200	TRANSCRIBING SERVICES	0	0	0	0	0	0	
20257100	SECURITY SERVICES	13,513	18,672	20,000	20,000	20,000	0	
20259100	OTHER PROFESSIONAL SERVICES	33,285	31,899	38,000	38,000	38,000	0	
20259101	OTHER PROFESSIONAL SERVICES - COMPUTER	196	0	0	0	0	0	
20289800	OTHER OPERATING EXPENSE - SUPPLIES	4,889	2,119	3,500	3,500	3,500	0	
20296200	GS PARKING CHARGES	0	0	0	0	0	0	
	Object 20	439,729	449,460	614,000	545,300	567,000	0	0
30321000	INTEREST EXPENSE	0	0	0	0	0	0	
30322000	BOND/LOAN REDEMPTION	0	0	0	0	0	0	
30345000	TAX/LIC/ASSESSMENTS	1,109	1,199	1,300	1,300	1,300	0	
	Object 30	1,109	1,199	1,300	1,300	1,300	0	0
42420100	BUILDINGS	0	0	0	0	0	0	
42420200	STRUCTURES	19,030	47,470	172,000	96,000	95,000	0	
	Object 42	19,030	47,470	172,000	96,000	95,000	0	0
43430300	EQUIPMENT	54,041	0	110,000	110,000	75,000	0	

EXPENDITURE DETAIL SCH. - FY 2020-21 PRELIMINARY BUDGET
ORANGEVALE RECREATION & PARK DISTRICT

FUND 374A - ORANGEVALE LANDSCAPE & LIGHTING ASSESSMENT DISTRICT

Commitment Item	Description	FY 17-18 Actuals	FY 18-19 Actuals	FY 19-20 Budget	FY 19-20 Est. Actuals	FY 20-21 Prelim Budget	Changes	FY 20-21 Final Budget
	Object 43	54,041	0	110,000	110,000	75,000	0	0
79790100	CONTINGENCY APPROPRIATIONS	0	0	0	0	0	0	0
	GENERAL RESERVES	0	0	0	0	0	0	0
	Object 79	0	0	0	0	0	0	0
	FUND CENTER 9379374	513,909	498,129	897,300	752,600	738,300	0	0
	FUND TOTAL 374 A	513,909	498,129	897,300	752,600	738,300	0	0

REVENUE DETAIL SCHEDULE - FY 2020-21 PRELIMINARY BUDGET
ORANGEVALE RECREATION & PARK DISTRICT

FUND 374A - ORANGEVALE LANDSCAPE & LIGHTING ASSESSMENT DISTRICT

Commitment Item	Description	FY 17-18 Actuals	FY 18-19 Actuals	FY 19-20 Budget	FY 19-20 Est. Actuals	FY 20-21 Prelim. Budget	Changes	FY 20-21 Final Budget
374A	OLLAD							
94941000	INTEREST INCOME	(8,996)	(15,676)	(2,000)	(6,662)	(2,000)	0	0
94942900	BUILDING RENTAL OTHER	0	0	0	0	0	0	0
	Object 94	(8,996)	(15,676)	(2,000)	(6,662)	(2,000)	0	0
96960300	SPECIAL ASSESSMENT	(567,734)	(567,552)	(555,000)	(547,901)	(555,000)	0	0
96964600	RECREATION SVC C	0	0	0	0	0	0	0
	Object 96	(567,734)	(567,552)	(555,000)	(547,901)	(555,000)	0	0
	FUND CENTER 9379374	(576,730)	(583,228)	(557,000)	(554,563.12)	(557,000)	0	0
	FUND TOTAL 374 A	(576,730)	(583,228)	(557,000)	(554,563)	(557,000)	0	0

FISCAL YEAR 2020-2021 PRELIMINARY BUDGET

Orangevale Recreation & Park District FINANCING REQUIREMENTS SCHEDULE FOR FUND 374B KENNETH GROVE ASSESSMENT DISTRICT

<u>APPROPRIATIONS BY OBJECT OF EXPENDITURE</u>	<u>MEANS OF FINANCING THE BUDGET REQUIREMENTS</u>
OBJECT 10 - SALARIES AND EMPLOYEE BENEFITS	ESTIMATED REVENUE \$ (5,428)
OBJECT 20 - SERVICES AND SUPPLIES	RESERVES TO BE DECREASED \$ 5,428.00
OBJECT 30 - OTHER FINANCING USES	GENERAL RESERVES DECREASE -
LOAN AND LEASE REPAYMENTS	
INTEREST AND PRINCIPAL	ENCUMBRANCE DECREASE -
TAXES/LICENSES/ASSESSMENTS	
JUDGMENTS/DAMAGES	OTHER RESERVES DECREASE -
TOTAL OBJECT 30 - OTHER FINANCING USES	TOTAL RESERVES TO BE DECREASED -
OBJECT 40 - FIXED ASSETS	FUND BALANCE AVAILABLE DECREASE \$ -
OBJECT 41 - LAND ACQUISITION	ESTIMATED LONG-TERM LOAN PROCEEDS -
OBJECT 42 - STRUCTURES AND IMPROVEMENTS	TOTAL AVAILABLE FINANCING \$ (5,428)
OBJECT 43 - EQUIPMENT	
TOTAL OBJECT 40 - FIXED ASSETS	\$ -
OBJECT 50 - FUNDS TRANSFERS OUT	
OBJECT 59 - FUNDS TRANSFERS IN	
OBJECT 60 - INTRAFUND TRANSFERS IN OR OUT	
OBJECT 79 - APPROPRIATIONS FOR CONTINGENCIES	
OBJECT 80 - OTHER COMMODITIES	
PROVISIONS FOR RESERVE INCREASES	
GENERAL RESERVES	FUND EQUITY SCHEDULE BALANCE AS OF 7/01/20 5,932
OTHER RESERVES	RESERVES -
TOTAL BUDGETARY REQUIREMENT	GENERAL 5,932
TOTAL DIFFERENCE:	ENCUMBRANCE -
	OTHER -
	FUND BALANCE AVAILABLE \$ 13,589
	TOTALS \$ 19,521
	ADJUSTED FUND BALANCE 5,932
	INCREASES 5,428
	DECREASES 5,428
	TOTALS \$ 19,521
	ADJUSTED FUND BALANCE 13,589
	TOTALS \$ 19,521
	APPROPRIATIONS LIMIT \$ 19,521
	APPROPRIATIONS SUBJECT TO LIMIT \$ 19,521
	OVER/UNDER LIMIT \$ -

EXPENDITURE DETAIL SCHEDULE - FY 2020-21 PRELIMINARY BUDGET

ORANGEVALE RECREATION & PARK DISTRICT

FUND 374B - KENNETH GROVE ASSESSMENT

Commitment Item	Description	FY 17-18		FY 18-19		FY 19-20		FY 20-21		FY 20-21 Final Budget
		Actuals	Actuals	Actuals	Budget	Est. Actuals	Budget	Prelim Budget	Changes	
20200500	ADVERTISING/LEGAL NOTICES	0	0	0	500	0	0	500	0	
20207600	OFFICE SUPPLIES	0	0	0	100	0	0	100	0	
20207602	SIGNS	0	0	0	48	0	0	48	0	
20210300	AGRICULTURAL/HORTICULTURAL SERVICE	0	0	0	500	0	0	500	0	
20210400	AGRICULTURAL/HORTICULTURAL SUPPLIES	0	0	0	0	0	0	0	0	
20216200	PAINTING SUPPLIES	0	0	0	0	0	0	0	0	
20219800	WATER	470	431	500	800	500	800	800	0	
20220500	AUTO MAINTENANCE SERVICES	0	0	0	0	0	0	0	0	
20223600	FUEL & LUBRICANTS	487	527	600	600	600	600	600	0	
20228200	SHOP EQ MAINT SUPP	0	0	0	0	0	0	0	0	
20250500	ACCOUNTING SERVICES	500	500	500	500	500	500	500	0	
20250700	ASSESSMENT/COLLECTION SERVICES	0	0	0	0	0	0	0	0	
20252500	ENGINEERING SERVICES	0	1,000	650	1000	650	1000	1000	0	
20253100	LEGAL SERVICES	0	0	0	100	0	100	100	0	
20256200	TRANSCRIBING SERVICES	0	0	0	150	0	150	150	0	
20259100	OTHER PROFESSIONAL SERVICES	0	0	0	500	0	500	500	0	
20289900	OTHER OPERATING EXPENSE - SERVICES	0	0	0	300	0	300	300	0	
20291500	COMPASS COSTS	5	0	0	300	0	300	300	0	
20296200	GS PARKING CHARGES	0	0	0	30	0	30	30	0	
Object 20		1,462	2,458	2,250	5,428	2,250	5,428	5,428	0	0
42420200	STRUCTURES	0	0	0	0	0	0	0	0	0
Object 42		0	0	0	0	0	0	0	0	0

EXPENDITURE DETAIL SCHEDULE - FY 2020-21 PRELIMINARY BUDGET

ORANGEVALE RECREATION & PARK DISTRICT

FUND 374B - KENNETH GROVE ASSESSMENT

Commitment Item	Description	FY 17-18 Actuals	FY 18-19 Actuals	FY 19-20 Budget	FY 19-20 Est. Actuals	FY 20-21 Prelim Budget	Changes	FY 20-21 Final Budget
79790100	CONTINGENCY APPROPRIATIONS	0	0	0	0	0	0	0
	Object 79	0	0	0	0	0	0	0
	FUND CENTER 9379375	1,462	2,458	5,428	2,250	5,428	0	0
	FUND TOTAL 374 B	1,462	2,458	5,428	2,250	5,428	0	0

REVENUE DETAIL SCHEDULE - FY 2020-21 PRELIMINARY BUDGET
ORANGEVALE RECREATION & PARK DISTRICT

FUND 374B - KENNETH GROVE ASSESSMENT

Commitment Item	FUND	KENNETH GROVE	FY 17-18 Actuals	FY 18-19 Actuals	FY 19-20 Budget	FY 19-20 Est. Actuals	FY 20-21 Prelim Budget	Changes	FY 20-21 Final Budget
94941000	INTEREST INCOME		(198)	(383)	(28)	(202)	(28)	0	
	Object 94		(198)	(383)	(28)	(202)	(28)	0	0
96960300	SPECIAL ASSESSMENT		(5,375)	(5,392)	(5,400)	(5,368)	(5,400)	0	
	Object 96		(5,375)	(5,392)	(5,400)	(5,368)	(5,400)	0	0
	FUND CENTER 9379375		(5,573)	(5,775)	(5,428)	(5,570)	(5,428)	0	0
	FUND TOTAL 374 B		(5,573)	(5,775)	(5,428)	(5,570)	(5,428)	0	0

LONG-TERM LOAN SCHEDULE

FISCAL YEAR 2020-2021

ORANGEVALE RECREATION & PARK DISTRICT

<u>1 DESCRIPTION</u>	<u>FUND</u>	<u>PAYMENTS</u>	<u>BALANCE DUE</u>
Pecan Ave. Property Purchase (INTEREST)	332A	7,074.99	3,623.06
Pecan Ave. Property Purchase (PRINCIPLE)	332A	69,738.58	73,190.51
Pecan Avenue Property	332A	76,813.57	76,813.57
TOTAL of LONG TERM DEBT:		76,813.57	76,813.57

Shackelton Woods formerly referred to as Grant Property.

<u>2 DESCRIPTION</u>	<u>FUND</u>	<u>PAYMENTS</u>	<u>BALANCE DUE</u>
6920 & 6930 Hazel Ave Property Purchase (INTEREST)	332A	31,427.50	317,768.80
6920 & 6930 Hazel Ave Property Purchase (PRINCIPLE)	332A	36,000.00	940,000.00
Pecan Avenue Property	332A	67,427.50	1,257,768.80
TOTAL of LONG TERM DEBT:		67,427.50	1,257,768.80

Orangevale Community Center Park formerly Regency Baptist Church

**ORANGEVALE RECREATION AND PARK DISTRICT
FIXED ASSETS TO BE ACQUIRED
FISCAL YEAR 2020/21**

4/30/2020	Capital Improvement			
DESCRIPTION	Land	Building	Structures & Improve.	Equipment
COMMITMENT	41410100	42420100	42420200	43430300
Fund 332A (General)				
Pecan - ADA Bridge & Trail			30,000	
New Buildings Equipment/ADA			30,000	30,000
Total (332A) 2020/21	-	-	60,000	30,000
Fund 374A (OLLAD)				
Community Ctr. - Mech. Heating/AC			15,000	
Community Ctr. - Painting			60,000	
Community Ctr. - Roofing			-	
Asphalt Resurfacing			20,000	
Wide Area Mower				60,000
Total (OLLAD) 2020/21	-	-	95,000	60,000
Fund 374B (Kenneth Grove)				
Total (KG)	-	-	-	-

Orangevale Recreation and Park District
Budget vs Actual Carryover - FY 18/19 to FY 20/21

General Fund, OLLAD, Kenneth Grove, In Lieu Park Dedication, Park Development Fee

	Budget 18/19	Actual 18/19	18/19 Carryover	Budget 19/20	Est. Act 19/20	19/20 Carryover	Budget 20/21	Est. Act 20/21	20/21 Carryover
332A - GENERAL FUND									
<i>Beginning Year Fund Balance</i>									
Taxation	1,038,862	1,038,862		1,161,075	1,161,075		623,160	623,160	
Rentals/Interest/Other	1,388,700	1,411,778	23,078	1,423,700	1,442,200	18,500	1,453,700	1,453,700	-
In Lieu/Grants/HOPTERS	142,600	195,021	52,421	170,600	102,000	(68,600)	120,600	120,600	-
Charges for Service/Rec. Fees/Misc	285,000	116,888	(168,112)	275,000	137,000	(138,000)	105,000	105,000	-
	476,500	518,128	41,628	511,500	323,285	(188,215)	406,000	406,000	-
Total Revenue	2,292,800	2,241,815	(50,985)	2,380,800	2,004,485	(376,315)	2,085,300	2,085,300	-
Salaries & Benefits	1,832,000	1,504,306	327,694	1,938,000	1,688,000	250,000	1,993,000	1,993,000	-
Services & Supplies	499,800	426,768	73,032	617,550	493,400	124,150	522,550	522,550	-
Capital Improvement	360,500	188,529	171,971	591,500	361,000	230,500	247,500	247,500	-
Prior Year Adjustment									
Total Expenses	2,692,300	2,119,602	572,698	3,147,050	2,542,400	604,650	2,763,050	2,763,050	-
Year End Fund Balance	639,362	1,161,074.82	521,713	394,825	623,160	228,335	(54,590)	(54,590)	-
<i>Year End Fund Balance > or < Previous Yr</i>		122,213			(537,915)			(677,750)	
Total Less FB, In Lieu/Grants & Capital Imp	(324,000)	193,853	517,853	(449,750)	(313,915)	135,835	(535,250)	(535,250)	-
332A - General Reserve	545,014	545,014	(0)	545,014	545,014		545,014	545,014	-
374A - OLLAD - GENERAL FUND									
<i>Beginning Year Fund Balance</i>									
Revenues	429,183	429,183		514,282	514,282		316,245	316,245	
Expenses - Services & Supplies	557,000	583,228		557,000	554,563		557,000	557,000	
Other Charges - Bond Redemption/Interest	567,000	449,460	(117,540)	614,000	545,300	(68,700)	567,000	567,000	-
Capital Improvement	1,200	1,199	(1)	1,300	1,300	-	1,300	1,300	-
	180,000	47,470	(132,530)	282,000	206,000	(76,000)	170,000	170,000	-
Total Expenses	748,200	498,129	(250,071)	897,300	752,600	(144,700)	738,300	738,300	
Year End Fund Balance	237,983	514,282.14		173,982	316,245		134,945		
09/10 FB includes \$40K loan from 332A; Paid back to 332A on 2/10/2011, 10/11 FB Reduced by 40K									
374A - OLLAD - General Reserve		311,713			311,713			311,713	
374B - Kenneth Grove - GENERAL FUND									
<i>Beginning Year Fund Balance</i>									
Revenues	10,272	10,272		13,589	13,589		16,909	16,909	
Expenses - Services & Supplies & Capital Imp.	5,430	5,775		5,428	5,570		5,428	5,428	
	5,430	2,458		5,428	2,250		5,428	5,428	
Year End Fund Balance	10,272	13,588.99		13,589	16,909		16,909	16,909	
374B - Kenneth Grove - General Reserve		5,932			5,932			5,932	
88C - In Lieu Park Dedication Fund									
	28,657	128,100		1,481	129,581.29				
332I - Park Development Fee Fund									
	(36,660)	444,670		(79,444)	365,226		(60,000)	305,226	



RESOLUTION NO. 20-05-643

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGEVALE RECREATION AND PARK DISTRICT APPROVING THE RESOLUTION OF INTENTION TO LEVY ASSESSMENTS FOR FISCAL YEAR 2020-21, PRELIMINARILY APPROVING THE ENGINEER'S REPORT AND PROVIDING FOR NOTICE OF HEARING FOR THE ORANGEVALE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT (OLLAD)

WHEREAS, the Board of Directors (the "Board") of the Orangevale Recreation and Park District, County of Sacramento, State of California, has previously ordered through Resolution 92-06-51 the formation of an assessment district pursuant to the provisions of the Landscaping and Lighting Act of 1972 for the purpose of financing certain park and recreation improvements and refurbishments as specified in the District's updated Master Plan and for the purpose of funding maintenance operations of the District; and

WHEREAS, the Board, through Resolution 92-06-51, has ordered that the park and recreation improvements specified in the Engineer's Report dated March 26, 1992, be constructed, and has estimated that the cost of such proposed park and recreation improvements is greater than can be raised from a single annual assessment, and has ordered that the estimated costs of these improvements be raised by an assessment levied and collected in annual installments over a period of 20 years, commencing in fiscal year 1992-93 and ending in fiscal year 2012-13 and then continued from year to year as necessary to fund other capital, maintenance and other needs;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Orangevale Recreation and Park District, County of Sacramento, State of California, that:

1. On July 17, 1991, by its Resolution No. 816, this Board ordered the formation of and levied the first assessment within the Orangevale Recreation and Park District Maintenance Assessment District 1991 (the "Assessment District") pursuant to the provisions of the Landscaping and Lighting Act of 1972.
2. On February 13, 2020 this Board adopted Resolution No. 20-02-638, A Resolution Directing Preparation of the 2020-21 Annual Report for the Orangevale Recreation and Park District Maintenance Assessment District. Pursuant to this resolution, SCI Consulting Group, the Engineer of Work, prepared a report in accordance with Article XIID of the California Constitution and Section 22565, *et seq.*, of the California Streets and Highways Code (the "Report"). The Report has been made, filed with the Clerk of the Board and duly considered by the Board and is hereby deemed sufficient and preliminarily approved. The Report shall stand as the Engineer's Report for all subsequent proceedings

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under and pursuant to the foregoing resolution.

3. It is the intention of this Board to levy and collect assessments within the Assessment District for fiscal year 2020-21. Within the Assessment District, the existing and proposed improvements, and any substantial changes proposed to be made to the existing improvements, are generally described as installation, maintenance and servicing of public recreational facilities and improvements, including, but not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, drainage systems, lighting, fencing, entry monuments, basketball courts, tennis courts, gymnasium, running tracks, swimming pools, other recreational facilities, security patrols to protect the Improvements, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the Orangevale Recreation and Park District.
4. The Assessment District consists of the lots and parcels shown on the boundary map of the Assessment District on file with the Clerk of the Board of the Orangevale Recreation and Park District, and reference is hereby made to such map for further particulars.
5. Reference is hereby made to the Engineer's Report for a full and detailed description of the improvements, the boundaries of the Assessment District and the proposed assessments upon assessable lots and parcels of land within the Assessment District. The Engineer's Report identifies all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed.
6. The assessments are not proposed to increase from the previous year's assessments. The Board of Directors declares its intent to levy and collect assessments for the fiscal year 2020-21 within said district at an assessment rate of \$3.50 per month or \$42.00 per year per single family residential parcel, apartment unit and/or condominium; a lower rate of \$3.08 per month or \$36.96 per year per each mobile home unit or per one-quarter acre parcel devoted to commercial use; and a rate of \$1.40 per month or \$16.80 per year per one-quarter acre for parcels devoted to industrial or mini storage use, all as set forth in the benefit chart included in the Engineer's Report.
7. Notice is hereby given that on June 11, 2020, at the hour of 6:30 p.m. at the District offices of the Orangevale Recreation and Park District, 6826 Hazel Avenue, California 95662, the Board will hold a public hearing to consider the ordering of the improvements and the levy of the proposed assessments. If the meeting cannot be held in person due to the current COVID-19 situation, instructions regarding how to participate remotely will be posted at www.ovparks.com.

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8. Prior to the conclusion of the hearing, any interested person may file a written protest with the Clerk of the Board, or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by such owner. Such protest or withdrawal of protest should be mailed to the Orangevale Recreation and Park District, 6826 Hazel Avenue, California 95662.
9. The Clerk of the Board shall cause a notice of the hearing to be given by publishing a copy of this resolution once, at least ten (10) days prior to the date of the hearing above specified, in a newspaper circulated in the Orangevale Recreation and Park District.

PASSED AND ADOPTED this 14th day of May 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CLERK OF THE BOARD

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**ORANGEVALE RECREATION AND PARK
DISTRICT**

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

ENGINEER'S REPORT

FISCAL YEAR 2020-21

PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972 AND
ARTICLE XIID OF THE CALIFORNIA CONSTITUTION

ENGINEER OF WORK:
SCIConsultingGroup
4745 MANGELS BOULEVARD
FAIRFIELD, CALIFORNIA 94534
PHONE 707.430.4300
FAX 707.430.4319
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ORANGEVALE RECREATION AND PARK DISTRICT

BOARD OF DIRECTORS

Michael Stickney, Chair
Lisa Montes, Vice Chair
Erica Swenson, Secretary
Sharon Brunberg, Director
Manie Meraz, Director

DISTRICT ADMINISTRATOR

Greg Foell

DISTRICT'S ATTORNEY

David W. McMurchie

ENGINEER OF WORK

SCI Consulting Group

TABLE OF CONTENTS

INTRODUCTION 1
 ASSESSMENT CONTINUATION PROCEDURES 2
PLANS & SPECIFICATIONS 3
FISCAL YEAR 2020-21 ESTIMATE OF COST AND BUDGET 4
 ASSESSMENT DISTRICT DEBT 5
 EXEMPTION FROM PROPOSITION 218..... 6
METHOD OF APPORTIONMENT 8
 METHOD OF APPORTIONMENT 8
 DISCUSSION OF BENEFIT 8
 COMPLIANCE WITH CURRENT LAW 12
 SPECIAL BENEFITS 12
 BENEFIT FACTORS..... 13
 GENERAL VERSUS SPECIAL BENEFIT 22
 CALCULATING GENERAL BENEFIT 23
 BENEFIT FINDING..... 26
 METHOD OF ASSESSMENT 26
 ASSESSMENT APPORTIONMENT 27
ASSESSMENT 34
ASSESSMENT DIAGRAM..... 36
ASSESSMENT ROLL 2020-21 39
END NOTES..... 40

INTRODUCTION

On June 29, 1992, the Board of Directors of the Orangevale Recreation and Park District ("Park District") adopted Resolution Number 92-06-51 Ordering Formation of the Orangevale Landscaping and Lighting Assessment District ("Assessment District") to levy and collect assessments. The Assessment District was initially formed for the following purposes: (1) to provide funds for the construction of new capital improvements within the District contained in the District's Capital Improvement Master Plan consisting of a community center, swimming pool, soccer and other athletic fields, playground renovations consistent with the Americans with Disabilities Act, restroom construction, and miscellaneous improvements to the District's various park sites distributed throughout the geographical area of the District; and (2) to fund the maintenance, repair and replacement of the capital improvement projects constructed with assessment proceeds for the useful life of those capital improvements, which useful life exceeds the 20-year term of repayment of the bonds; and (3) to pay the cost of servicing such capital improvements constructed with assessment proceeds including the costs of water, gas, and other utilities; and (4) to fund the cost of construction and maintenance of additional capital improvement projects consisting of park and recreational facilities on a pay as you go basis.

At the time the Assessment District was formed in 1992, the Park District had been experiencing a revenue shortfall that was due to declining property tax revenues. In fiscal years 1991-92 and 1992-93 the State of California enacted new legislation shifting a significant portion of property tax revenue away from special districts such as the Park District to Educational Revenue Augmentation Funds established in each county (hereinafter ERAF's) to help fund the State's obligation to fund education according to the requirements of Proposition 98. The Park District lost the amount of \$1,012,654 in property tax revenue in the first year of this tax shift to ERAF's, which revenue loss forced the Park District to postpone projects, reduce recreational programs and cut staffing for park maintenance. This annual property tax revenue loss has continued each year to the present time.

Since its formation, the Assessment District has funded the construction of all of the capital improvements specified in the District's 1992 Capital Improvement Master Plan through the issuance of Certificates of Participation in the amount of \$4,720,000 secured by a pledge of the assessment revenues (the "Bonds"), and agreed to repay the principal amount of those Bonds plus interest over a 20-year term from the assessment revenues levied and collected annually within the Assessment District. Since its formation, the Assessment District has also utilized a portion of the assessment revenues to fund the continuing maintenance, repair and replacement of the improvements constructed with such assessment proceeds as those maintenance requirements arise. In fiscal year 2014-15 the assessment proceeds will be used to pay for a portion of the continuing costs of maintenance, repair, and replacement of portions of the District's park and recreational capital improvements, and the servicing of those improvements.

ASSESSMENT CONTINUATION PROCEDURES

This Engineer's Report ("Report") was prepared to establish the budget for the capital improvements, maintenance and services expenditures that are proposed to be funded by the proposed 2020-21 assessments, to determine the special benefits received from the park maintenance and capital improvement projects by real property within the Park District, and to specify the method of assessment apportionment to lots and parcels within the Park District. This Report and the proposed assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and Article XIII C and XIII D of the California Constitution (Proposition 218).

In each year for which the assessments will be levied, the District Board must direct the preparation of an Engineer's Report, budgets and proposed assessments for the upcoming fiscal year. After the Engineer's Report is completed, the Board may preliminarily approve the Engineer's Report and proposed assessments and establish the date for a public hearing on the continuation of the assessments. This Report was prepared pursuant to the direction of the Board adopted on February 13, 2020.

If the Board approves this Engineer's Report and the proposed continuation of the assessments by resolution, a notice of assessment levies must be published in a local paper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing will be held for the purpose of allowing public testimony about the proposed continuation of the assessments for fiscal year 2020-21. This hearing is currently scheduled for June 11, 2020. At this hearing, the Board will consider approval of a resolution confirming the assessments for fiscal year 2020-21. If so confirmed and approved, the assessments will be submitted to the County Auditor/Controller for inclusion on the property tax rolls for Fiscal Year 2020-21.

PLANS & SPECIFICATIONS

For fiscal year 2020-21, the District proposes to use the assessment proceeds to pay the costs of maintaining, repairing and replacing portions of its park and recreational facilities to ensure that such facilities retain their high quality through the term of their useful lives after the construction costs of those facilities have been paid.

The work and improvements ("Improvements") proposed to be undertaken by the Orangevale Recreation and Park District's Landscaping and Lighting Assessment District (the "Assessment District") and the cost thereof paid from the levy of the annual assessment provide special benefit to Assessor Parcels within the Assessment District as defined in the Method of Assessment herein. In addition to the definitions provided by the Landscaping and Lighting Act of 1972, (the "Act") the work and improvements are generally described as follows:

Installation, maintenance and servicing of public recreational facilities and improvements, including, but not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, drainage systems, lighting, fencing, entry monuments, basketball courts, tennis courts, gymnasium, running tracks, swimming pools, other recreational facilities, security guards, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the Orangevale Recreation and Park District. Any plans and specifications for these improvements will be filed with the District Administrator of the Orangevale Recreation and Park District and are incorporated herein by reference.

As applied herein, "Installation" means the design and construction of recreational improvements, including, but not limited to, land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks and drainage, lights, playground equipment, play courts, recreational facilities and public restrooms.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

"Servicing" means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

FISCAL YEAR 2020-21 ESTIMATE OF COST AND BUDGET

ORANGEVALE RECREATION AND PARK DISTRICT Parks and Recreation Maintenance and Improvement District Estimate of Cost Fiscal Year 2020-21		<i>Total Budget</i>
Project Budget Fiscal Year 2020-21		
1 Capital Improvement Projects		
Total Capital Improvements		\$155,000
2 Maintenance and Service Expenditures		
A Agricultural Supplies and Services		\$27,000
B Utilities		\$215,000
C Chemicals		\$35,000
D Security		\$20,000
E Fuel		\$18,000
F Other Expenses		\$225,000
G Other Professional Services		\$38,000
Total Maintenance and Service Expenditures		\$578,000
3 Incidental Expenditures		
A Engineering/Accounting Expenditures		\$18,000
B Legal Services		\$18,000
Total Incidental Expenditures		\$36,000
4 Debt Service		
A Interest Expense		\$0
B Bond Principal Repayment		\$0
C Tax/Lic/Assessments		\$1,300
Total Debt Service		\$1,300
5 Salaries and Benefits		
A Salaries and Benefits		\$799,735
Total Costs for Installation, Maintenance and Servicing for Fiscal Year 2020-21		\$1,570,035
Total benefit of Improvements		\$1,570,035
Single Family Equivalents (SFEs)		13,501
Benefit received per SFE unit		\$116.29
Less:		
District Contribution for General Benefits		\$785,018
District Contribution toward Special Benefits		\$217,996
Estimated Assessment Revenues for Fiscal Year 2020-21		\$567,022
Budget Allocation to Property		
Total Assessment Budget		\$567,022
Single Family Equivalent Benefit Units		13,500.52
Assessment per Single Family Equivalent Unit		\$42.00

ASSESSMENT DISTRICT DEBT

The park and recreation improvements constructed within the assessment district and listed on Table 1 have been financed through issuance of Certificates of Participation by Orangevale Recreation and Park District known as Orangevale Recreation and Park District Certificates of Participation 1992 Series A and Refunding Certificates of Participation 1996 Series A (the "Bonds").

In order to facilitate the issuance of the Bonds and the funding of the District's Capital Improvement Master Plan, the Board, in Resolution 92-06-51, opted to levy an annual installment assessment which, under the Landscaping and Lighting Act of 1972 (Streets & Highways Code, § 22500 et seq.) (the "Act") is a procedure for financing capital improvements, the cost of which exceeds the amount of assessment revenue that can be collected in any single fiscal year. The annual installment assessment levied by the Board of Directors in this Resolution is a one-time assessment to be levied in annual installments through fiscal year 2012-13 sufficient to pay the principal and interest on the outstanding Bonds. The provisions of the Act specifically allow the Board to assess an annual installment assessment on a one time basis to be collected over any period of time less than thirty (30) years. The Bonds were used to finance the costs of the construction of the Capital Improvement Plan and were secured by a pledge of 100% of all assessment revenues for repayment of principal and interest on the Bonds.

This pledge of 100% of the assessment revenues for principal and interest payments on the Bonds was facilitated by the requirement in the Bond documents that the District establish a "Special Lease Payment Fund" and deposit all assessment revenues collected each year into the Special Lease Payment Fund administered by the Bond trustee. The trustee is then authorized to utilize the assessment revenues deposited into the Special Lease Payment Fund to make principal and interest payments on the Bonds when due. This is the mechanism which ensures that the District's irrevocable pledge of 100% of its assessment revenues to bond payments provides a security interest and first lien on such assessment revenues in favor of the bondholders. The assessment revenues on deposit in the Special Lease Payment Fund are not subject to levy, attachment, or lien by or for the benefit of any creditor of the District, and the District is prohibited from pledging those assessment revenues to any other obligation other than the principal and interest on the Bonds. The District also promised in the bond documents not to reduce the amount of its assessments while any of the Bonds are outstanding and unpaid.

To the extent that assessment revenues on deposit in the Special Lease Payment Fund exceed the principal and interest payments owing on the Bonds in any year, then the bond trustee is authorized to release those excess assessment revenues back to the District to be utilized to fund maintenance, repair, replacement, and servicing expenditures required by the District to maintain all park and recreational improvements in good condition throughout their useful life.

Upon full repayment of the principal and interest on the Bonds in fiscal year 2012-13, District legal counsel has opined that the Board of Directors of District has the discretion to

levy annual assessments thereafter based on an annual budget of expenditures for the Assessment District for each ensuing fiscal year for additional capital improvements, additional maintenance, repair or replacement of existing capital improvements, and the payment of servicing costs of those improvements pursuant to the provisions of the Landscaping and Lighting Act of 1972 (the "Act"), Proposition 218 and Articles XIIC and D of the California Constitution so long as the amount of assessments per parcel and the methodology of assessment initially established by the Board in 1992 is not changed. The Act authorizes continuing assessments on an annual basis after a public hearing upon a majority vote of the District's Board of Directors each year.

EXEMPTION FROM PROPOSITION 218

The districtwide assessment district was formed and the District issued its bonds secured by assessment revenues in 1990, prior to the passage of Proposition 218, the Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and now comprises Articles XIII C and XIII D of the California Constitution. Proposition 218 provides that all assessments levied by local governments after the adoption of Proposition 218 in 1996 must comply with the following two criteria: (1) assessments must be demonstrated to provide "special benefits" to the parcels of real property upon which the assessment is levied, and not for general benefit to the public and society at large, including non-property owners such as tenants and visitors to District Facilities; and (2) no assessment may be imposed on any parcel of real property which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.

The assessment levied by the districtwide assessment district prior to the passage of Proposition 218 in 1996 is exempt as an assessment existing on the effective date of Article XIII D imposed exclusively to repay bonded indebtedness of which the failure to pay would violate the contract impairment clause of the United States Constitution (See Cal. Const., art. XIII D, 5(c)). The assessment district's Certificates of Participation 1992 Series A, and the District's Refunding Certificates of Participation 1996 Series A, all represent contractual obligations to which the District pledged 100% of the assessment revenues received in the assessment district. The District's contractual pledge to levy and collect all of the assessments within the assessment district to pay principal and interest on the Certificate of Participation obligations are protected from impairment by the prohibition against impairment of the obligation of contract contained in the United States Constitution. (See section entitled Assessment District Debt.)

In addition, Government Code section 53753.5, which is part of the Proposition 218 Omnibus Implementation Act, provides that this exemption means that all such assessments in the assessment district are exempt from "the procedures and approval process" defined in Section 4 of Article XIII D. Section 53753.5(c)(2) goes on to state that the definition of exemption from the "procedures and approval process" means exemption from the requirements to separate general benefit from special benefit, and the requirement to assess publicly owned parcels within the assessment district.

In addition, Government Code section 53753.3(b)(4) specifically provides that any subsequent increases in such assessment district assessments must comply with such procedures and approval processes except for those assessments which preexist the adoption of Proposition 218 and are exempt since the proceeds of such assessments are pledged to pay bonded indebtedness. Therefore, any subsequent increases in the assessments pledged to debt are also exempt from the procedures and approval processes of Article XIII D.

Despite this exemption from the requirements of Proposition 218 to separate general benefit from special benefit, this Engineer's Report nevertheless demonstrates that the assessments levied in the assessment district are limited to funding special benefits to property within the assessment district, and any potential general benefit to the public and others not paying assessments has been excluded in the calculation of the assessments and the funding of the assessment district budget.

METHOD OF APPORTIONMENT

METHOD OF APPORTIONMENT

This section of the Engineer's Report includes an explanation of the benefits to be derived from the installation, maintenance and servicing of park facilities throughout the Park District, and the methodology used to apportion the total assessment to properties within the Assessment District.

The Assessment District consists of all Assessor Parcels within the boundaries of the Orangevale Recreation and Park District. The method used for apportioning the assessments is based upon the proportional special benefits conferred to the properties over and above the general benefits conferred to real property in the Assessment District or to the public at large. Special benefit is calculated for each parcel in the Assessment District using the following process:

- Identification of all benefit factors derived from the Improvements
- Calculation of the proportion of these benefits that are special and general, and quantification of the general benefits
- Determination of the relative special benefit per property type
- Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; property type, property characteristics, improvements on property and other supporting attributes

DISCUSSION OF BENEFIT

Assessments can only be levied based on the special benefit to property conferred by the capital improvements or services funded with the assessment revenue. This special benefit to assessed real property must be demonstrated to be over and above any general benefits. Proposition 218 has clarified that the assessment levied by the Park District must comply with the following two criteria: (1) assessments must be demonstrated to provide "special benefit" to the parcels of real property upon which the assessment is levied, and not for general benefit to the public and society at large, including nonproperty owners such as tenants and visitors to district facilities; and (2) no assessment may be imposed on any parcel of real property which exceeds the reasonable costs of the proportional special benefit conferred on that particular parcel.

The following benefit categories summarize the types of special benefit to residential, commercial, industrial and other lots and parcels resulting from the installation, maintenance and servicing of landscaping improvements to be provided with assessment proceeds. These categories of special benefit are derived from the statutes passed by the California Legislature and other studies which describe the types of special benefit received by property from maintenance and improvements of park and recreational facilities such as those proposed by the assessment district. These types of special benefit are summarized below. Specifically, the Legislature at Public Resources Code section 5506 states its intent that land acquisition, improvement and services by a park district

specifically benefit the properties assessed and the persons paying those assessments in the following respects.

When the assessments were first formed in 1992, the Engineer's Report and Board established the following special benefits from the assessments:

1. Enhanced recreational opportunities and expanded access to recreational facilities for all residents, customers and guests.
2. Protection of open space, views, scenery and other resources values and environmental benefits enjoyed by residents, employees, customers and guests and preservation of public assets maintained by the Park District.
3. Increased economic activity.
4. Expanded employment opportunity.
5. Reduced cost of local government in law enforcement, public health care, fire prevention and natural disaster response.
6. Specific enhancement of property values.

For more discussion see the section entitled Special Benefits below.

The legislative history behind Proposition 218, the adoption by the Legislature of the Proposition 218 Omnibus Implementation Act and appellate case law interpreting the provisions of Proposition 218 demonstrate the analysis that the Board of Directors of the Assessment District must undertake in order to determine the amount of special benefit to assessed real property from the park and recreation facilities and maintenance funded by assessment revenues, and the limitation that such assessments should not exceed the costs of the proportional special benefit to each such parcel as required by Proposition 218.

The State of California Legislative Analyst's impartial analysis of Proposition 218 states that first, local governments must estimate the amount of "special benefit" landowners receive, or would receive, from a capital improvement project or service. If such a capital improvement project or service provides both special benefits to that parcel of real property and general benefits to members of the public and nonproperty owners such as tenants and visitors, then the District may charge landowners only for the cost of providing the special benefit. The District must use general revenue such as property taxes and user fees to pay the remaining portion of the costs of a project or service. Second, the District must ensure that no property owner's assessment is greater than the cost to the District to provide those capital improvements or maintenance services to benefit that particular owner's property.