

**ORANGEVALE RECREATION & PARK DISTRICT
BOARD OF DIRECTORS MEETING
THURSDAY, JULY 11, 2019**

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 June 13, 2019 (pg 1-9)

7. CORRESPONDENCE

a. Confidential envelope – Attorney billing May 2019

b. Email from Anne Taylor regarding feedback on the District campout (pg 10)

c. Letter of thanks from County of Sacramento regarding facility use for the June 4, 2019 special general election (pg 11)

d. Letter from The Lyle Company and American Tower regarding their cell tower lease at Orangevale Community Park (pg 12)

e. Articles in the Orangevale View and Sacramento Bee from resident Peg Pinard regarding the Electric Greenway Trail (pg 13-14)

f. Correspondence from William Wright regarding consideration for re-naming the Youth Center Baseball Field (currently Lovitt Field - Pre 1984) for Howard Field (field name in early 1960's) (pg 15-16)

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 June 2019 (pg 17-18)

b. Budget Status Report for June 2019 (pg 19-21)

c. Revenue Report for June 2019 (pg 22)

8.2 OLLAD CONSENT MATTERS

a. Ratification of Claims for June 2019 (pg 23-25)

b. Budget Status Report for June 2019 (pg 26)

8.3 KENNETH GROVE CONSENT MATTERS

- a. Ratification of Claims for June 2019 (pg 27)
- b. Budget Status Report for June 2019 (pg 28)

9. NON-CONSENT MATTERS GENERAL FUND

- a. Ratification of Claims for June 2019 (pg 29)

10. STANDING COMMITTEE REPORTS

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

11. ADMINISTRATOR'S REPORT

- a. Monthly Activity Report – June 2019 (pg 30-35)
- b. Report on Electric Greenway Trail CEQA Public Hearing – (verbal)

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- a. Approve the Ground Lease Agreement with CCTM1 LLC (Crown Castle) to Extend the Cell Tower Lease at Orangevale Community Park (pg 36-60)
- b. Approval of the Quotation from Ecology Action in the Amount of \$42,471.21 to Retrofit Lighting throughout the District with LED Fixtures and with Green Energy Products to Retrofit the Orangevale Community Park Tennis Courts in the Amount of \$2,880 (pg 61-122)

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: 6930 Hazel Avenue, Orangevale, CA 95662
 - Agency Negotiator: Greg Foell
 - Negotiating Parties: Regency Baptist Church
 - Under Negotiation: Price and Terms

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 June 13, 2019

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on Thursday, June 13, 2019 at the District Office. Director Stickney called the meeting to order at 6:30 p.m.

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

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

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

5. **PUBLIC DISCUSSION** No one wished to address the Board during public discussion.

6. **MINUTES**
MOTION #2 a) Approval of Minutes of February 28, 2019 Special Meeting (pg 1-2): On a motion by Director Montes, seconded by Director Stickney, the minutes were approved by a vote of 5-0-0 with Directors Meraz, Stickney, Brunberg, Montes, and Swenson voting Aye. There were no Abstentions or Nays.

b) Approval of Minutes of April 11, 2019 Meeting (pg 3-7): On a motion by Director Brunberg, seconded by Director Stickney, the minutes were approved by a vote of 3-0-2 with Directors Stickney, Brunberg, and Swenson voting Aye. Directors Meraz, and Montes Abstained. There were no Nays.

MOTION #3

c) Approval of Minutes of May 9, 2019 Meeting (pg 8-13): On a motion by Director Brunberg, seconded by Director Stickney, the minutes were approved by a vote of 3-0-2 with Directors Meraz, Stickney, and Brunberg voting Aye. Directors Montes, and Swenson Abstained. There were no Nays.

MOTION #4

MOTION #5

- d) Approval of Minutes of May 30, 2019 Special Meeting (pg 14-15): On a motion by Director Stickney, seconded by Director Brunberg, the minutes were approved by a vote of 3-0-2 with Directors Meraz, Stickney, and Brunberg voting Aye. Directors Montes, and Swenson Abstained. There were no Nays.

7. CORRESPONDENCE

MOTION #6

- a) Confidential Envelope – Attorney Billing April 2019: On a motion by Director Montes, seconded by Director Meraz, the attorney billing was approved by a vote of 5-0-0 with Directors Brunberg, Meraz, Stickney, Swenson, and Montes voting Aye. There were no Abstentions or Nays.
- b) CAPRI Liability and Property Dividend for FY 2002/03 (pg 16-17): Administrator Foell stated that the District receives dividends once all cases are settled for a particular year. For FY 2002/03 the dividend amount was \$3,840.
- c) Sacramento County Treasury Oversight Committee - Special District Representative Election Results (pg 18): Amanda Thomas from Sacramento Metro Fire District was elected to the Oversight Committee.

8. CONSENT CALENDAR

MOTION #7

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

8.1. CONSENT MATTERS GENERAL FUND

- a) Ratification of Claims for May 2019 (pg 19-20)
- b) Budget Status Report for May 2019 (pg 21-23)
- c) Revenue Report for May 2019 (pg 24)

8.2. OLLAD CONSENT MATTERS

- a) Ratification of Claims for May 2019 (pg 25-26)
- b) Budget Status Report for May 2019 (pg 27-28)

8.3. KENNETH GROVE CONSENT MATTERS

- a) Ratification of Claims for May 2019 (pg 29)
- b) Budget Status Report for May 2019 (pg 30)

9. NON-CONSENT MATTERS GENERAL FUND

- a) There were no non-consent items.

**10. STANDING
COMMITTEE
REPORTS**

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

**11. ADMINISTRATOR'S
REPORT**

- a) Monthly Activity Report – May 2019 (pg 31-35): Admin. Foell summarized several items from the Activity Report and highlighted the Big Day of Service Projects from Saturday, May 11th. More than 80 volunteers helped complete the projects which included: planting 32 trees at Orangevale Community Park and Pecan Park; completing a games area with a GaGa Pit and horseshoe area at Orangevale Community Park; enhancement of the rock garden area at Pecan Park; creation of a butterfly garden near the sign on Oakmore Way; and construction of a walking trail at Pecan Park. Admin. Foell stated that it was a great joint effort between community leaders, volunteers and District staff. Admin. Foell recognized the community leaders that contributed to the District's successful projects including: Brad Squires, Tom Carden, Team Captain Aaron Cochran, and Project Leaders Ed Tavares (GaGa/Horseshoe Pits), Jason Massae (Pecan Walking Trail), Chrissy Franchini (Pecan Rock Garden), and Lilly Jarusevicius and Ellen Vigna (Pecan Butterfly Garden). Many thanks also to the District staff for their great work preparing for the projects, working on them, and then finishing up the details after the Big Day of Service. Director Meraz and Administrator Foell discussed the CARPD Conference they recently attended and the value of meeting with other managers and board members. Admin. Foell summarized the second open house meeting for the Electric Greenway Project and stated that the City of Citrus Heights was acting as the lead agency for conducting the CEQA environmental process. The city will be holding a public hearing on June 27th. Rec. Supervisor Bain discussed the recreation revenue projections for the year and stated that we are meeting projections. Park Supt. Oropesa commended Nelson Kirk on his work with the tree planting and getting everything prepared and planted. He also stated that he enjoyed working with the Town Fair staff on preparation for and attending the event. Director Brunberg discussed about security at our parks and responding to social media posts when the public expresses

concerns. FEC Police Officer, John Mohammed spoke to the regulations enforced in the parks. Director Montes asked if staff could respond to more of the social media comments. Admin. Foell encouraged the public to call or email the District with concerns within the parks and to call the Sheriff's Department with emergency concerns.

- b) Report on Electric Greenway Trail Open House #2 (verbal)
Admin. Foell provided a summary during the Activity Report discussion.
- c) Big Day of Service Report (verbal): Admin. Foell gave the update during the Activity Report.
- d) Report on CARPD Conference (verbal): Admin. Foell and Director Meraz discussed the conference under the Activity Report.

12. UNFINISHED BUSINESS

None discussed.

13. NEW BUSINESS

MOTION #8

- a) Consider approval of Memorial Pedestal Concept and Location for Deputy Robert French who Died in the Line of Duty to be Located Near the Danny Oliver Memorial Bench at Orangevale Community Center Park – Presentation by Debbie Settles (pg 36-38): Admin. Foell introduced Debbie Settles and Carol Liddecoat. Ms. Settles requested the Board approve a stand-alone plaque and stand next to the Danny Oliver memorial bench. Director Foell stated that the bench would be built and installed through community donations and that the Board would approve the language for the plaque. On a motion by Director Brunberg, seconded by Director Montes, the motion to approve the plaque was approved by a vote of 5-0-0 with Directors Brunberg, Meraz, Swenson, Montes, and Stickney voting Aye. There were no Abstentions or Nays.
- b) Voter Survey Presentation for District Funding Options from Isom Advisors (pg 39-presentation): Jon Isom provided the Board with the results of the community survey regarding the consideration of a general obligation bond to fund District capital projects identified in the park master plans. Mr. Isom summarized the general obligation bond process and the process to analyze whether the District should move forward with a funding measure. He stated that the survey provides the first step of the analysis by giving the District quantitative statistically valid data about how the community feels about the District, projects, and a funding measure. If positive, the second step is to investigate the qualitative data in the community such as how civic, business, community leaders, and the Chamber of Commerce feel about a tax measure. Mr. Isom stated that the survey information generally supported the District and a bond measure depending on

the amount of the tax. He recommended the District begin the second step of the process and then consider further action and the Board expressed concurrence.

MOTION #9

- c) Approval of Resolution 19-06-621, Resolution Adopting the Orangevale Recreation and Park District Preliminary Budget for Fiscal Year 2019/20 (pg 40-66): Admin. Foell gave a brief summary regarding the preliminary budget stating that the second tax installment was more on target with the District budget but that it seems that growth is slowing. He discussed the challenges the District faces based on the yearly increase in the minimum wage. He then discussed the capital items and that the Board removed the Hazel Tennis Court Remodel and Youth Center Playground in the Preliminary Budget at the May 30th Special Meeting. On a motion by Director Montes, seconded by Director Brunberg, Resolution 19-06-621 was approved by a vote of 5-0-0 with Directors Brunberg, Meraz, Swenson, Montes, and Stickney voting Aye. There were no Abstentions or Nays.

MOTION #10

- d) Public Hearing: Orangevale Landscaping and Lighting Assessment District (OLLAD): Admin. Foell introduced Susan Barnes from SCI and summarized the OLLAD Preliminary Budget. Director Stickney opened the public hearing for the Orangevale Landscaping and Lighting Assessment District. No public desired to speak and no other comments were received. Director Stickney closed the public hearing.

1. Approval of Resolution 19-06-622, Resolution Adopting the Orangevale Landscaping and Lighting Assessment District Preliminary Budget for Fiscal Year 2019/20 (pg 67): On a motion by Director Montes, seconded by Director Brunberg, Resolution 19-06-622 was approved by a vote of 5-0-0 with Directors Brunberg, Meraz, Swenson, Montes, and Stickney voting Aye. There were no Abstentions or Nays.

MOTION #11

2. Approval of Resolution 19-06-623, Resolution Approving the Engineer's Report, Confirming the Diagram and Assessment, and Ordering the Levy of Assessment for Fiscal Year 2019-20 for the Orangevale Landscaping and Lighting Assessment District (OLLAD) (pg 68-116): On a motion by Director Montes, seconded by Director Brunberg, Resolution 19-06-623 was approved by a vote of 5-0-0 with Directors Brunberg, Meraz, Swenson, Montes, and Stickney voting Aye. There were no Abstentions or Nays.

MOTION #12

- e) Public Hearing: Kenneth Grove Landscaping and Lighting Assessment District: Director Stickney opened the public hearing for the Orangevale Landscaping and Lighting Assessment District. No public desired to speak and no other comments were received. Director Stickney closed the public hearing.

1. Approval of Resolution 19-06-624, Resolution Adopting the Kenneth Grove Landscaping and Lighting Assessment District Preliminary Budget for Fiscal Year 2019/20 (pg 117): On

a motion by Director Swenson, seconded by Director Montes, Resolution 19-06-624 was approved by a vote of 5-0-0 with Directors Brunberg, Meraz, Swenson, Montes, and Stickney voting Aye. There were no Abstentions or Nays.

MOTION #13

2. Approval of Resolution 19-06-625, Resolution Confirming the Diagram and Assessment, and Ordering the Levy of Assessment for Fiscal Year 2019-20 for the Kenneth Grove Landscaping and Lighting Assessment District (pg 118-138): On a motion by Director Brunberg, seconded by Director Montes, Resolution 19-06-625 was approved by a vote of 5-0-0 with Directors Brunberg, Meraz, Swenson, Montes, and Stickney voting Aye. There were no Abstentions or Nays.

MOTION #14

f) Approval of Resolution 19-06-626 Proclaiming the Month of July 2019 as Parks Make Life Better Month (pg 139): On a motion by Director Brunberg, seconded by Director Swenson, Resolution 19-06-626 was approved by a vote of 5-0-0 with Directors Brunberg, Meraz, Swenson, Montes, and Stickney voting Aye. There were no Abstentions or Nays.

MOTION #15

g) Approval of Resolution 19-06-627, Resolution Amending the District Salary Schedule (pg 140-142): On a motion by Director Montes, seconded by Director Swenson, Resolution 19-06-627 was approved by a vote of 5-0-0 with Directors Brunberg, Meraz, Swenson, Montes, and Stickney voting Aye. There were no Abstentions or Nays.

MOTION #16

h) Approval of Resolution 19-06-628, Resolution Allocating Park Development Fees and In-Lieu Fees to District Capital Projects (pg 143): On a motion by Director Montes, seconded by Director Swenson, Resolution 19-06-628 was approved by a vote of 5-0-0 with Directors Brunberg, Meraz, Swenson, Montes, and Stickney voting Aye. There were no Abstentions or Nays.

MOTION #17

i) Approval of the Agreement with Meals on Wheels ACC for the Senior Nutrition Program (pg 144-152): Admin. Foell gave an overview of the program and thanked the outstanding volunteers that support the program. On a motion by Director Montes, seconded by Director Swenson, the agreement was approved by a vote of 5-0-0 with Directors Brunberg, Meraz, Swenson, Montes, and Stickney voting Aye. There were no Abstentions or Nays.

MOTION #18

j) Approval the Proposal from S.E. Technologies to Provide Fire Alarm Panel Replacement and Fire/Security Monitoring for the Orangevale Community Center, Activity Building and Swimming Pool at Orangevale Community Center Park (pg 153-168): Jason Bain summarized the project and bidders. On a motion by Director Montes, seconded by Director Swenson, the proposal was approved by a vote of 5-0-0 with Directors Brunberg, Meraz, Swenson, Montes, and Stickney voting Aye. There were no

Abstentions or Nays.

MOTION #19

- k) Approve the Agreement with Exclusive Exteriors to Construct an Irrigation System Around the Expanded Playground at Orangevale Youth Center Park in the Amount of \$8,219 (pg 169-185): On a motion by Director Swenson, seconded by Director Brunberg, the agreement was approved by a vote of 5-0-0 with Directors Brunberg, Meraz, Swenson, Montes, and Stickney voting Aye. There were no Abstentions or Nays.

MOTION #20

- l) Approve the Agreement with Exclusive Exteriors to Construct Pathways to the Game Areas at Orangevale Community Park in the Amount of \$19,883 (pg 186-207): Admin. Foell stated that the project will provide an ADA pathway to the game areas. On a motion by Director Swenson, seconded by Director Brunberg, the agreement was approved by a vote of 5-0-0 with Directors Brunberg, Meraz, Swenson, Montes, and Stickney voting Aye. There were no Abstentions or Nays.

MOTION #21

- m) Approval of Agreement with Nor-Cal Security to Provide Security Services for District Facility Rentals (pg 208-219): On a motion by Director Montes, seconded by Director Brunberg, the agreement was approved by a vote of 5-0-0 with Directors Brunberg, Meraz, Swenson, Montes, and Stickney voting Aye. There were no Abstentions or Nays.

MOTION #22

- n) Approval of Agreement with Xiphos Corporation to Provide Security Services for District Facility Rentals (pg 220-231): On a motion by Director Montes, seconded by Director Swenson, the agreement was approved by a vote of 5-0-0 with Directors Brunberg, Meraz, Swenson, Montes, and Stickney voting Aye. There were no Abstentions or Nays.

MOTION #23

- o) Approval of Agreement with The Davey Tree Expert Company to Remove a Fallen Tree at the Sundance Natural Area in the Amount of \$10,860 (pg 232-251): Admin. Foell stated that this is part of a CAPRI claim in which the District will the first \$2,000 deductible and will be reimbursed for the remaining costs. On a motion by Director Swenson, seconded by Director Stickney, the agreement was approved by a vote of 5-0-0 with Directors Brunberg, Meraz, Swenson, Montes, and Stickney voting Aye. There were no Abstentions or Nays.

MOTION #24

- p) Approve the Letter of Engagement from Auditor Larry Bain for the Fiscal 2018/19 Audit in the Amount not to Exceed \$8,200 (pg 252-256): On a motion by Director Brunberg, seconded by Director Stickney, the letter of engagement was approved by a vote of 5-0-0 with Directors Brunberg, Meraz, Swenson, Montes, and Stickney voting Aye. There were no Abstentions or Nays.

MOTION #25

q) Approval of Easement for Public Roadway and Public Utilities and Acknowledgement of Donation with the County of Sacramento for 3,024 square feet of District property at Orangevale Community Center Park (pg 257-268): On a motion by Director Montes, seconded by Director Brunberg, the easement on donation was approved by a vote of 5-0-0 with Directors Brunberg, Meraz, Swenson, Montes, and Stickney voting Aye. There were no Abstentions or Nays.

MOTION #26

r) Approve Quote for Appraisal Services from Smith & Associates (pg 269-272): On a motion by Director Montes, seconded by Director Brunberg, the quote was approved by a vote of 5-0-0 with Directors Brunberg, Meraz, Swenson, Montes, and Stickney voting Aye. There were no Abstentions or Nays.

14. DIRECTOR AND STAFF COMMENTS

Rec. Supervisor Bain discussed the Caribbean Nights special event at the pool and that the pool is now open for the summer. He also discussed pool rentals and other teams that have rented our pool for swim meets.

Park Supt. Oropeza thanked the staff for their hard work.

Finance/HR Supt. Von Aesch stated that the District held the sexual harassment webinar for our staff.

Supervisor Woodford stated that the staff has attended several events to publicize our summer programs.

Administrator Foell passed along information from Fair Oaks Recreation and Park District regarding public outreach on their bond measure.

Director Swenson requested the staff send out thank you notes to those that helped with the Big Day of Service projects.

Director Montes thanked the staff for all their work and help with the Town Fair event including the Kid's Zone. She stated that the parade was very successful and that the committee will be looking to implement some of the suggestions they are getting for next years event. They would like to use the front of the park for additional activities.

Director Stickney discussed mowing for fire breaks and requested attention to the Kenneth Grove landscape. He also stated that he felt the District's turf areas looked good. Director Stickney stated that he will be absent for the July Board meeting.

15. ITEMS FOR NEXT AGENDA

None to discuss.

16. CLOSED SESSION

a) Closed Session pursuant to Government Code Section 54956.8
Conference with Real Property Negotiators
Property: 6930 Hazel Avenue, Orangevale, CA 95662
Agency Negotiator: Greg Foell
Negotiating Parties: Regency Baptist Church
Under Negotiation: Price and Terms

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

Director Stickney resumed open session.

Director Stickney stated that no action was taken on this matter.
Direction was given to the Administrator.

**18. ADJOURNMENT

MOTION #27**

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

Mike Stickney, Chairperson

Jason Bain

From: OVparks Info
Sent: Monday, July 01, 2019 10:17 AM
To: Emily Romine; Sheila King; Larissa Clark
Cc: Jason Bain; Melyssa Woodford
Subject: FW: Feedback on Campout

Good job everyone!!

From: Anne Taylor [REDACTED]
Sent: Monday, July 01, 2019 6:52 AM
To: OVparks Info <info@ovparks.com>
Subject: Feedback on Campout

OV Parks,

We made a last minute decision on Friday morning to attend the Campout and we're so glad we did! I wanted to send a note of Thank You and appreciation. It can be difficult to feel a sense of community in the sprawling suburbs but we were able to meet some of our fellow campers and have a fun evening.

We had three kids with us (ages 2, 4 and 4) and two adults. Everyone had a great time! The organization of the event was impressive and all the staff were friendly and accommodating. In particular, one young man named William, helped us unload our car when he could see we were struggling to wrangle three kids and get everything unpacked. The kids really enjoyed the activity of collecting buttons for their lanyards. It was the first time that my son's 4 year old friend camped and he had a blast.

I hope your staff found the event a success and continue to do it next year. We will definitely be there and are willing to pay more to ensure OV Parks has the resources it needs to make it happen.

A few minor suggestions. By no means would these prevent us from highly recommending the event and attending again, though!

1. The movie choice was unusual given the age range. But, I'm guessing there are licensing issues that limit what you can show. Our kids would have appreciated a younger themed movie but I completely understand you're trying to accommodate the range of ages in attendance.
2. Perhaps offer people extra raffle tickets if they bring their own cups, plates and cutlery? It could cut down on the trash created.

Should you ever need volunteers for pre-event errands, please call upon us! We're happy to do grocery runs, set-up, etc.

-John and Anne Taylor (kids Miles and Eleanor)

JUN 14 2019

Voter Registration and Elections

Courtney Bailey-Kanelos
Registrar of Voters



Divisions
Campaign Services
Outreach
Precincts
Registration
Vote by Mail
Voting Systems & Technology

County of Sacramento

June 13, 2019

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

To The Wonderful Staff at Orangevale Recreation & Park District,

On behalf of the Sacramento County Voter Registration & Elections Department and the voters in Sacramento County, I would like to express our genuine gratitude for the use of your facility during the June 4, 2019 Special General Election!

Without the support and participation of community partners like you, we would not be able to successfully conduct elections and ensure that the voices of the voters in Sacramento County are heard.

The Orangevale Recreation & Park District - Activity Building had 63 in-person voters and 216 ballots dropped at the Vote Center.

We greatly appreciate the accommodations that your location made to ensure voter access while you served as a Vote Center. If you have any questions, concerns, or suggestions for future elections, please don't hesitate to contact Precinct Operations at (916) 875-6100 or PrecinctOperations@saccounty.net.

We hope to work with you again for future elections! Thank you for being part of this historic change to how elections are conducted in California!

Sincerely,

Courtney Bailey-Kanelos
Registrar of Voters

Thank
you!

We proudly conduct elections with accuracy, integrity and dignity

7000 65th Street, Suite A • Sacramento, California 95823-2315
(916) 875-6451 • TTY: 711 • fax (916) 875-5130 • toll-free (800) 762-8019
www.Elections.SacCounty.net



L Y L E

The Lyle Company
3140 Gold Camp Dr., Suite 30
Rancho Cordova, CA 95670

Authorized Vendor of
American Tower Corporation



AMERICAN TOWER
CORPORATION
116 Huntington Ave., 11th Floor
Boston, MA 02116

June 13, 2019

Greg Foell
Orangevale Recreation And Park District
6826 Hazel Ave.
Orangevale, CA 95662

Site # & Site Name: 411146V - Oak Avenue CA

Dear Mr. Foell,

As the lease consultant representing American Tower, I want to thank you for our continued relationship. The team at American Tower values that association, and we're working to secure that partnership for the future. The future may be different for each tower and landlord, so we review each lease individually. Our evaluation takes into consideration the physical tower, tenants, and landlord.

We also consider the everchanging world of wireless technology and business. Advances in technology continue to shape the industry and modify its future. The ongoing mergers, acquisitions, and regulations determine who our tenants are. Together this information helps us decide the ongoing needs of each site.

In the case of the site on your property we'd like to offer a Lease Extension that not only extends our commitment to you, but also allows for a one-time signing bonus. A lease extension allows us to secure the site for the long term, and ensure our landlord relationship remains strong.

Therefore we are able to offer a "significant financial incentive" as compensation for securing this site for years to come."

With a lease extension in place, American Tower is able to plan for the future while you may enjoy rental payments for years to come.

As the company who pays you rent and has the lease relationship with you American Tower is the only one who can offer a lease extension. Our goal is to find a lease solution that works best for you. We can offer other options, such as a large cash payment, if that's something you'd like to discuss.

This offer is time sensitive; we look forward to hearing from you.

Sincerely,

The Lyle Company

Authorized Vendor of American Tower

| Office # 877-839-0464 | Fax # 866-528-8711 | email - atcinfo@lyleco.com

ANNOUNCEMENTS

educational, federal, liberal arts college located 50 miles north of New York City. It was founded in 1802 as America's first college of engineering and continues today as the world's premier leader-development institution, consistently ranked among top colleges in the country. Its mission remains constant to educate, train, and inspire the Corps of Cadets so that each graduate is a commissioned leader of character committed to the values of Duty, Honor, Country and prepared for a career of professional excellence and service to the nation as an officer in the U.S. Army. For more information, go to www.westpoint.edu.

YOUR VOICE MATTERS!

A recent public notice issued from the City of Citrus Heights a "Greenway" Trail struck me as very odd when it included removing over 600 mature and an unlimited number of younger oaks (that are around 20 years old) along a very short 2+ mile stretch. That certainly didn't sound very "Green"! Though also a utility right-of-way, Orangevale's "Sundance Natural Area" is primarily an oak woodland. Wildlife abounds, including many hummingbirds and owls that help keep the rodent population under control.

Mature trees are a proven resource. They provide shade, stop erosion, and are the best conduits for recharging our groundwater. They also provide a lot more of the oxygen we need to breathe!

Citrus Height's trail plan is to cut down over 600 trees and plant new ones. The plan doesn't include irrigation lines and the timers needed to water them so a high failure rate is predictable. The city doesn't even have to plant trees where they cut them. And worse yet, they can simply choose to pay an 'in-lieu' fee and not plant anything at all.

Many other communities already take these concerns into account. They modify the trail's size and route to fit the environment and not the other way around. At a time of growing concerns about global warming surely we can build a trail that doesn't have to include removing trees as its main option.

I believe that we can do better! Let the Citrus Height City Council know if you also think we should be setting a better example for our children.

Temperatures are already soaring to 104' and tens of thousands of acres have been lost to forests fires. As a mother, grandmother and former teacher, I am very concerned about what we are teaching our children. Why isn't the lesson here that we can have a trail and respect our environment at the same time?

email: CityCouncil@citrusheights.net

Peg Pinard

DUST DEZIGN HAIR SALON



Diane & Denise

20TH ANNIVERSARY IN ORANGEVALE

ILLUMINIZING BEAUTY

8940 Greenback Lane Ste 120, Orangevale

Duetdezignsalon.com

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Vacation Bible School: TREASURE HUNTERS

Christ the King Lutheran Church

On July 8-12, 2019, Christ the King Lutheran Church (Orangevale, CA) is hosting Vacation Bible School: Treasure Hunters (9:00 am to 12:00pm). Come and explore GOD'S AMAZING LOVE through Godly Play, Worship, Music, Games, Arts and Crafts and so much more. Vacation Bible School is open to all kids ages 3 to 6th Grade. Cost: \$40 per child (\$35 for siblings). Space is limited! For more information, please contact the Church at (916) 988-2484 or go on-line to ChristTheKingOV.com Christ the King Lutheran Church, 5811 Walnut Ave. Orangevale, CA



Orangevale Food Bank

Serving Families from the Orangevale and Fair Oaks Communities



You CAN make a DIFFERENCE

DONATE visit our website www.OrangevaleFoodBank.org or mail a donation to PO Box 2983, Orangevale, CA 95662.

FOOD DRIVES visit one of the local food drives or drop off items at any of our community partners.

VOLUNTEER Give a little time and make a BIG difference. Visit our website at www.OrangevaleFoodBank.org to see the opportunities available

Orangevale Food Bank

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CALL BRAD TATUM AT 916.899.0207

Over 15,000 copies are delivered directly to resident's postal mail boxes and delivered to more than 100 high-traffic locations.

Subject: Viewpoint submitted to the Sacramento Bee

Viewpoint Submitted by:
Peg Pinard

We Can Do Better!

No one should be taking our community's natural resources for granted. On a recent trip to Yosemite that point was made very clear where rangers recognized the critical importance of protecting not only the trees but also their extended root systems.

There is a local project that would benefit from similar care. The proposed Greenway Bike Trail is anything but 'Green'. Part of the bike trail goes through an oak woodland known as the "Sundance Natural Area." A 'Natural Area' is a special designation. In this day and age when so much degradation of our environment, especially in our urban areas, has already taken place, and, with the imminent danger of losing so many entire species, it is incumbent on us to take the impacts of anything we do, especially in a 'Natural Area', with extra precaution.

The existing trail in the City of Citrus Heights is basically 8' wide as it approaches Sunrise Blvd. But, as the trail enters the "Sundance Natural Area", all of a sudden, being "environmentally sensitive" is no longer the rule. Instead of an 8' trail primarily without 'side extensions' as they have in the city, now a 14' wide trail is planned to bulldoze through the oak woodland. Limiting the trail to a paved 10' section and eliminating the 4' side extensions where it would save disturbing the trees is not even being considered as an option. These excavated side extensions aren't necessary everywhere as the terrain is basically level. It may be in a proposed plan but it makes no sense. We can do better!

The reality is that there are over 600+ mostly oak trees to be removed or affected. When the option is to cut down hundreds of trees or eliminate the added 'lateral extensions', the decision should not be that hard. The administrative report says that this is 'not significant' or 'no impact'. But, there IS a significant impact! The report is simply not being honest.

The plan to cut down hundreds of trees doesn't even include the many oaks to be eliminated that can be 20+ years old. Those oak trees are already well-established and have proven that they can survive multiple drought years. The city even gave itself the option of being paid-off for the loss of so many trees with 'in lieu' fees.

The legislature made it clear that they expected agencies: "to reduce or eliminate environmental harm whenever possible". The decades old, well-established trees are an important resource, yet they aren't even being counted in the many hundreds of trees that are proposed to be cut down.

These trees are irreplaceable for recharging our groundwater, minimizing erosion and runoff, providing oxygen and, of course, for shade in the often 100' Sacramento heat.

We can do better!

Request to return the Youth Center Baseball Field name to Howard Field

From: William Wright

Sent: Tuesday, June 25, 2019 1:24 PM

Here's the photo of Mr Frank Howard w/ his son "Buzzy" in front of the full size score board & note the logo, "Frank Howard Little League " beneath "HOWARD FIELD."

As an attorney at law since 1978, and as a teammate of Buzzy , and the son of Orangevale who has personal knowledge of the facts, what more would your board of directors need to restore historical fact by reinstalling Mr Howard's name to the field? Marilyn, Frank's daughter and Buzzy's widow, Mrs Janice Kuhns Howard will appear with me before your board to make our request and provide any assistance deemed appropriate. Please advise and thanks again for your assistance.



From: William Wright

Sent: Monday, July 01, 2019 8:09 AM

Subject: Frank Howard Little League Baseball Field

So who is Lovitt? Rather surprising to see his or her name on my Google map of the baseball field created by Frank Howard's efforts. Perhaps Lovitt is deserving of some recognition for his/her contribution to children's baseball in Orangevale, but the failure to maintain the original name of the field is an usurpation that should be corrected. I look forward to working with you to set the record straight. Thanks again for your assistance.

From: Deb McSherry
Sent: Sunday, September 09, 2018 2:01 PM
To: OVparks Info <info@ovparks.com>
Subject: Howard Field Baseball Park

Hi,

I grew up in Orangevale and went to BVHS in Fair Oaks. I heard you are looking into placing the name of Howard Field back on the old baseball park donated in the 60's by the Howard Family. They are still around. I would like to be able to rally any of our friends to help you get this done. Any information you can provide will be appreciated.

Deb McSherry

GENERAL FUND EXPENDITURES
FOR THE MONTH ENDING
JUNE 30, 2019

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906195872	20200500	US BANK NATIONAL ASSOCIAT	Advertising	75.00
1906195872	20202100	US BANK NATIONAL ASSOCIAT	Books/Periodicals/Subscriptions	247.53
1906196092	20202100	N3X MSP INC	Books/Periodicals/Subscriptions	175.00
				422.53
1906191496	20202900	GREGORY A FOELL	Business/Conference Expense	26.47
1906195872	20202900	US BANK NATIONAL ASSOCIAT	Business/Conference Expense	1,333.18
				1,359.65
1906195872	20203500	US BANK NATIONAL ASSOCIAT	Education/Training Service	410.00
1906200334	20203500	KYLE CURRY	Education/Training Service	123.00
1906206884	20203500	EYRES LAW GROUP	Education/Training Service	1,000.00
				1,533.00
1906182869	20203900	CHELSEA MCADAM	Employee Transportation	35.73
1906191497	20203900	GREGORY A FOELL	Employee Transportation	187.34
1906196074	20203900	SUSAN MYREN	Employee Transportation	80.62
1906202151	20203900	CHRISTINA LEVEILLE	Employee Transportation	38.28
1906202152	20203900	EMILY ROMINE	Employee Transportation	15.95
				357.92
1906197760	20207600	BURKETTS OFFICE SUPPLY IN	Office Supplies	435.55
1906195872	20208102	US BANK NATIONAL ASSOCIAT	Stamps	165.00
1300715496	20208102	STAMPS	Stamps	-4.50
				160.50
1906189318	20219700	AT&T	Telephone Service	23.28
1906191477	20219700	SPRINT P C S	Telephone Service	58.96
1906196023	20219700	AT&T	Telephone Service	19.02
1906197758	20219700	COMCAST	Telephone Service	623.89
				725.15
1906187481	20226200	JJR ENTERPRISES INC	Office Equipment Maintenance Supply	197.67
1906206885	20226200	JJR ENTERPRISES INC	Office Equipment Maintenance Supply	213.44
				411.11
5107610857	20244300	MEDTOX LABORATORIES	New employee physical, Lucas Lilly	18.49
5001941108	20244300	DIGNITY HEALTH MEDICAL FO	New employee physical, Lucas Lilly	115.00
				133.49
1906187488	20253100	DAVID MCMURCHIE	Legal Services	5,353.00
1906196092	20259101	N3X MSP INC	IT Services	500.00
1906196092	20281201	N3X MSP INC	Hardware	118.80
1906187484	20285100	ALISON LLOYD	Recreational Services	303.00
1906189577	20285100	ADRIAAN JANSEN VAN VUUREN	Recreational Services	1,107.50
1906189680	20285100	KELLY WARD	Recreational Services	66.00
1906189681	20285100	TERRY MASTEN	Recreational Services	108.00
1906189683	20285100	BRENDAN CHASE	Recreational Services	720.00
1906191493	20285100	JUST 4 KICKS SACRAMENTO I	Recreational Services	2,470.00
1906191494	20285100	HOLLY COVALT HOLT	Recreational Services	248.40
1906191495	20285100	ALL-AROUND KIDS INC	Recreational Services	98.00
1906195872	20285100	US BANK NATIONAL ASSOCIAT	Recreational Services	10.76
1906196069	20285100	GRANIT BAY MARTIAL ARTS C	Recreational Services	154.00
1906196073	20285100	KORI SCOTT	Recreational Services	207.00

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

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditure	Expeditures to Date	Funds Available	% Left
1000	SALARIES & EMPLOYEE BENEFITS					
1011000	Salaries & Wages, Regular	835,000.00	52,574.60	696,324.37	138,675.63	17%
10112100	Salaries & Wages, Extra Help	390,000.00	23,211.78	291,042.84	98,957.16	25%
10112400	Salaries, Board members	12,000.00	600.00	7,800.00	4,200.00	35%
10121000	Retirement	210,000.00	14,606.40	182,077.22	27,922.78	13%
10122000	Social Security	90,000.00	5,779.36	74,945.98	15,054.02	17%
10123000	Group Insurance	235,000.00	18,345.21	212,330.20	22,669.80	10%
10124000	Worker's Comp. Ins	60,000.00		23,323.00	36,677.00	61%
10125000	Unemployment Insurance	25,000.00	859.08	16,462.46	8,537.54	34%
10128000	Health Care/Retirees	0.00		-	0.00	#DIV/0!
	<i>SUB-TOTAL</i>	1,857,000.00	115,976.43	1,504,306.07	352,693.93	19%
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	1,500.00	75.00	2,538.37	(1,038.37)	-69%
20202100	Books/Periodicals/Subscrip	750.00	422.53	2,428.60	(1,678.60)	-224%
20202900	Business/Conference Expense	5,000.00	1,359.65	6,672.54	(1,672.54)	-33%
20203500	Education/Training Serv.	3,500.00	1,533.00	3,463.00	37.00	1%
20203600	Education /Training Supplies	1,000.00		-	1,000.00	100%
20203700	Tuition Reimbursement	2,000.00		-	2,000.00	100%
20203800	Employee Recognition	2,000.00		948.39	1,051.61	53%
20203802	Recognition Items	500.00		-	500.00	100%
20203803	Recognition Events	500.00		-	500.00	100%
20203900	Employee Transportation	3,000.00	357.92	2,418.23	581.77	19%
20205100	Liability Insurance	43,000.00		43,267.00	(267.00)	-1%
20205500	Rental Insurance	4,000.00		1,179.10	2,820.90	71%
20206100	Membership Dues	8,000.00		9,508.53	(1,508.53)	-19%
20207600	Office Supplies	9,000.00	435.55	5,570.39	3,429.61	38%
20207602	Signs	500.00		-	500.00	100%
20207603	Keys	350.00		-	350.00	100%
20208100	Postal Services	6,500.00		6,703.62	(203.62)	-3%
20208102	Stamps	3,000.00	160.50	878.40	2,121.60	71%
20208500	Printing Services	28,000.00		9,404.05	18,595.95	66%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20210400	Agricultural/Horticultural Supply	1,000.00		-	1,000.00	100%
20211200	Building Maint. Supplies	1,000.00		-	1,000.00	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	1,000.00		-	1,000.00	100%
20218100	Irrigation Services	500.00		-	500.00	100%

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditure	Expenditures to Date	Funds Available	% Left
20218200	Irrigation Supplies	500.00		16.34	483.66	97%
20218500	Permit Charges	3,000.00		-	3,000.00	100%
20219100	Electricity	500.00		-	500.00	100%
20219200	Natural Gas / LPG/ Fuel Oil	500.00		-	500.00	100%
20219300	Refuse Collection / Disposal Service	500.00		-	500.00	100%
20219500	Sewage Disposal Service	500.00		-	500.00	100%
20219700	Telephone Service	15,000.00	725.15	8,423.69	6,576.31	44%
20219800	Water	1,000.00		34.87	965.13	97%
20219900	Telephone System Maint.	500.00		95.00	405.00	81%
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		1,463.93	3,536.07	71%
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	411.11	411.11	88.89	18%
20231400	Clothing/Personal Supplies	2,000.00		-	2,000.00	100%
20232100	Custodial Services	1,000.00		-	1,000.00	100%
20232200	Custodial Supplies	1,000.00		(0.00)	1,000.00	100%
20244300	Medical Services	200.00	133.49	480.96	(280.96)	-140%
20250500	Accounting Services	8,000.00		4,725.00	3,275.00	41%
20250700	Assessment/Collection Service	18,000.00		17,629.94	370.06	2%
20252500	Engineering Services	6,000.00		1,935.00	4,065.00	68%
20253100	Legal Services	15,000.00	5,353.00	44,853.80	(29,853.80)	-199%
20256200	Transcribing Services	1,000.00		1,321.00	(321.00)	-32%
20257100	Security Services	5,000.00		2,148.75	2,851.25	57%
20259100	Other Professional Services	10,000.00		19,739.14	(9,739.14)	-97%
20259101	Computer Consultants	6,000.00	500.00	7,065.00	(1,065.00)	-18%
20281201	PC Hardware	10,000.00	118.80	6,855.19	3,144.81	31%
20281202	PC Software	6,000.00		901.10	5,098.90	85%
20281203	PC Supplies	1,000.00		291.60	708.40	71%
20281900	Elections	0.00		2,008.00	(2,008.00)	#DIV/0!
20285100	Recreational Services	180,000.00	6,779.66	157,946.29	22,053.71	12%
20285200	Recreational Supplies	40,000.00	6,496.82	37,806.08	2,193.92	5%
20289800	Other Operating Exp - Supplies	2,000.00		(388.98)	2,388.98	119%
20289900	Other Operating Exp - Services	2,000.00	383.00	383.00	1,617.00	81%
20291100	System Development Services	3,000.00		2,758.35	241.65	8%
20296200	GS Parking Charges	200.00	8.75	169.00	31.00	16%
	SUB-TOTAL	480,800.00	25,253.93	414,053.38	66,746.62	14%
3000	OTHER CHARGES					
30321000	Interest Expense	14,000.00		13,498.34	501.66	4%
30322000	Bond/Loan Redemption	70,000.00	429.93	68,044.45	1,955.55	3%
30345000	Taxes/Licenses/Assess Trans	2,500.00		310.44	2,189.56	88%
	SUB-TOTAL	86,500.00	429.93	81,853.23	4,646.77	5%

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditure	Expenditures to Date	Funds Available	% Left
4000	FIXED ASSETS					
41410100	Land	0.00		-	0.00	
42420200	Struc. & Improvements	270,000.00	5,807.04	79,451.07	190,548.93	71%
43430300	Vehicles/Equipment	0.00		-	0.00	#DIV/0!
	SUB-TOTAL	270,000.00	5,807.04	79,451.07	190,548.93	71%
5000	INTERFUND CHARGES					
50557100	Fingerprinting Service	4,000.00	352.00	1,862.00	2,138.00	53%
	SUB-TOTAL	4,000.00	352.00	1,862.00	2,138.00	53%
79790100	<i>Contingency Appropriations</i>	0.00		-	0.00	0%
	<i>Deposit into Reserves</i>	0.00		-	0.00	0%
	GRAND TOTAL	2,698,300.00	147,819.33	2,081,525.75	616,774.25	23%

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

Account Number	Revenue Account	2018/2019 Budgeted Revenue	Realized This Period	Collection YTD Balance	YTD Uncollected Balance	% Collected
91910100	Prop. Taxes - Current Secured	1,340,000	15,906.88	1,300,246.50	39,753.50	97.03%
91910200	Prop. Taxes - Current Unsecured	40,000	-147.70	47,608.82	-7,608.82	119.02%
91910300	Supplemental Taxes Current	10,000	2,419.95	34,295.20	-24,295.20	342.95%
91910400	Prop. Taxes Sec. Delinquent	10,000	13.29	9,690.91	309.09	96.91%
91910500	Prop. Taxes Supp. Delinq.	500		1,907.71	-1,407.71	381.54%
91910600	Unitary Current Secured	12,000		13,390.09	-1,390.09	111.58%
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	-		54.38	-54.38	
91913000	Prop. Tax Prior - Unsecured	1,000		494.41	505.59	49.44%
91914000	Penalty Costs - Prop. Tax	200		214.59	-14.59	
91919900	Taxes - Other	-		0.00	0.00	
	SUB-TOTAL TAXES 9100	1,413,700	18,192.42	1,407,902.61	5,797.39	99.59%
94941000	Interest Income	4,000		11,309.00	-7,309.00	282.73%
94942900	Building Rental Other	100,000	6,773.52	116,864.81	-16,864.81	116.86%
94943900	Cell Tower Leases	19,600	3,255.56	31,341.36	-11,741.36	159.90%
94944800	Rec.Concessions Final 9	17,000	2,342.20	15,845.33	1,154.67	93.21%
94945900	Other Vending Devices	2,000		0.00	2,000.00	0.00%
94949000	Concessions - Other	-		0.00	0.00	
95952200	Homeowner Prop. Tax Relief	15,000	1,997.08	13,313.90	1,686.10	88.76%
95952900	In-Lieu Taxes	270,000	-103,574.20	-103,574.20	373,574.20	-38.36%
95956900	State Aid - Other Misc. Programs	-		0.00	0.00	
96963313	Miscellaneous Fees	1,000	1,333.63	4,201.24	-3,201.24	420.12%
96964600	Recreation Service Charges	485,000	66,869.58	504,996.62	-19,996.62	104.12%
96969700	Security Services	2,500		4,627.59	-2,127.59	185.10%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	-	125.00	2,119.79	-2,119.79	
97973200	Recreation Contributions	-		0.00	0.00	
97973300	Orangevale Clubs	-		0.00	0.00	
97974000	Insurance Proceeds	2,500	149.00	1,573.38	926.62	62.94%
97979000	Revenue - Other	500		713.87	-213.87	142.77%
	SUB-TOTAL OTHER MISC. INC	919,100	-20,728.63	603,332.69	315,767.31	65.64%
	TOTAL BUDGET AMOUNT	2,332,800	-2,536.21	2,011,235.30	321,564.70	86.22%

OLLAD EXPENDITURES
FOR THE MONTH ENDING
JUNE 30, 2019

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906202146	20203500	HORACIO OROPEZA	Education/Training Services	97.90
1906197763	20207600	AMERICAN RIVER ACE HARDWA	Office Supplies	17.39
1906195872	20207602	US BANK NATIONAL ASSOCIAT	Signs	27.93
1906206870	20210300	NORTHERN CALIFORNIA INALL	Agricultural/Horticultural Service	412.50
1906195872	20210400	US BANK NATIONAL ASSOCIAT	Agriculture/Horticulture Supply	615.80
1906195872	20211200	US BANK NATIONAL ASSOCIAT	Building Maintenance Supplies/Materials	35.02
1906197763	20211200	AMERICAN RIVER ACE HARDWA	Building Maintenance Supplies/Materials	209.79
1906202146	20211200	HORACIO OROPEZA	Building Maintenance Supplies/Materials	37.46
1906206881	20211200	W W GRAINGER	Building Maintenance Supplies/Materials	39.19
1906206881	20211200	W W GRAINGER	TAX ACCRUAL	0.01
1906206815	20211200	LOWES BUSINESS ACCOUNT	Building Maintenance Supplies/Materials	8.96
				330.43
1700112436	20212200	AQUA SOURCE INC	Chemical Supplies	-40.00
1700112550	20212200	AQUA SOURCE INC	Chemical Supplies	-40.00
1700112743	20212200	AQUA SOURCE INC	Chemical Supplies	-40.00
1906187313	20212200	LOWES BUSINESS ACCOUNT	Chemical Supplies	320.69
1906197761	20212200	LESLIES POOLMART INC	Chemical Supplies	72.53
1906200313	20212200	SCP DISTRIBUTORS LLC LINC	Chemical Supplies	90.15
1906200318	20212200	AQUA SOURCE INC	Chemical Supplies	296.88
1906200323	20212200	AQUA SOURCE INC	Chemical Supplies	3,942.36
1906200321	20212200	AQUA SOURCE INC	Chemical Supplies	298.34
1906206869	20212200	LESLIES POOLMART INC	Chemical Supplies	72.53
1906206875	20212200	AQUA SOURCE INC	Chemical Supplies	298.34
1906204037	20212200	AQUA SOURCE INC	Chemical Supplies	3,942.36
1700113337	20212200	AQUA SOURCE INC	Chemical Supplies	-40.00
				9,174.18
1906206815	20213200	LOWES BUSINESS ACCOUNT	Electrical Maintenance Supplies	41.91
1906187330	20214200	NIMBUS LANDSCAPING MATERI	Land Improvement Maintenance Supply	86.60
1906187313	20214200	LOWES BUSINESS ACCOUNT	Land Improvement Maintenance Supply	585.94
1906191487	20214200	INDUSTRIAL CONTAINER SERV	Land Improvement Maintenance Supply	1,005.60
1906195872	20214200	US BANK NATIONAL ASSOCIAT	Land Improvement Maintenance Supply	1,555.48
1906195872	20214200	US BANK NATIONAL ASSOCIAT	TAX ACCRUAL	4.11
1906196058	20214200	SITEONE LANDSCAPE SUPPLY	Land Improvement Maintenance Supply	1,586.36
1906197769	20214200	NUTRIEN AG SOLUTIONS INC	Land Improvement Maintenance Supply	1,603.05
1906200299	20214200	MIRACLE PLAYSYSTEMS INC	Land Improvement Maintenance Supply	1,816.68
1906206880	20214200	W W GRAINGER	Land Improvement Maintenance Supply	698.51
				8,942.33
1906197766	20215200	SCP DISTRIBUTORS LLC LINC	Mechanical System Maintenance Supply	164.86
1906200313	20215200	SCP DISTRIBUTORS LLC LINC	Mechanical System Maintenance Supply	69.80
1700113295	20215200	SCP DISTRIBUTORS LLC LINC	Mechanical System Maintenance Supply	-126.61
				108.05
1906187313	20216200	LOWES BUSINESS ACCOUNT	Painting Supplies	29.34
1906195872	20216700	US BANK NATIONAL ASSOCIAT	Plumbing Maintenance Service	424.00
1906187313	20216800	LOWES BUSINESS ACCOUNT	Plumbing Maintenance Supplies	75.97
1906189337	20216800	FERGUSON ENTERPRISES INC	Plumbing Maintenance Supplies	7.74
1906197763	20216800	AMERICAN RIVER ACE HARDWA	Plumbing Maintenance Supplies	57.41

OLLAD EXPENDITURES
FOR THE MONTH ENDING
JUNE 30, 2019

1906206874	20216800	INDUSTRIAL PLUMBING SUPPL	Plumbing Maintenance Supplies	611.68
				752.80
1906196068	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	14.49
1906196066	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	148.26
1906196062	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	145.80
1906202143	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	1,317.12
1700113288	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	-548.84
1906197763	20218200	AMERICAN RIVER ACE HARDWA	Irrigation Supplies	88.11
1906202141	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	119.50
				1,284.44
1906194666	20218500	STATE OF CALIFORNIA	Permit Charges	317.50
1906191474	20219100	SMUD	Electricity	5,993.15
1906196018	20219200	PACIFIC GAS AND ELECTRIC	Natural Gas/LPG/Fuel Oil	3,540.03
1906196021	20219300	ALLIED WASTE SERVICES OF	Refuse Collection/Disposal Service	1,240.58
1906189321	20219500	COUNTY OF SACRAMENTO	Sewage Disposal Service	377.48
1906202121	20219500	UNITED SITE SERVICES	Sewage Disposal Service	177.86
1906202122	20219500	UNITED SITE SERVICES	Sewage Disposal Service	177.86
				733.20
1906195872	20219800	US BANK NATIONAL ASSOCIAT	Water	31.22
1906196026	20219800	SAN JUAN WATER DISTRICT	Water	129.11
1906196029	20219800	SAN JUAN WATER DISTRICT	Water	111.63
1906202116	20219800	ORANGE VALE WATER COMPANY	Water	4,428.12
				4,700.08
1906196044	20219900	NORTHERN DATACOM INC	Telephone System Maintenance	1,332.00
1906189336	20220600	GENERAL PARTS DISTRIBUTIO	Auto Maintenance Supplies	106.66
1906191489	20220600	GENERAL PARTS DISTRIBUTIO	Auto Maintenance Supplies	86.19
1700113270	20220600	GENERAL PARTS DISTRIBUTIO	Auto Maintenance Supplies	-21.55
1700113246	20220600	GENERAL PARTS DISTRIBUTIO	Auto Maintenance Supplies	-136.16
1906197763	20220600	AMERICAN RIVER ACE HARDWA	Auto Maintenance Supplies	8.60
				43.74
1906187313	20222600	LOWES BUSINESS ACCOUNT	Expendable Tools	715.51
1906202126	20222600	GORDON COOK	Expendable Tools	1,001.93
1906206815	20222600	LOWES BUSINESS ACCOUNT	Expendable Tools	76.63
				1,794.07
1906193272	20223600	FLEETCOR TECHNOLOGIES	Fuel/Lubricants	1,521.95
1906195872	20227500	US BANK NATIONAL ASSOCIAT	Rent/Lease Equipment	275.00
1906189335	20228200	GENERAL PARTS DISTRIBUTIO	Shop Equipment Maintenance Supply	10.76
1906195872	20228200	US BANK NATIONAL ASSOCIAT	Shop Equipment Maintenance Supply	116.31
				127.07
1906191488	20229200	GORDON COOK	Office Equipment Maintenance Supply	120.53
1906197771	20231400	DANIEL RODRIGUEZ	Clothing/Personal Supplies	59.25
1906187322	20232200	SAM'S CLUB DIRECT CML	Custodial Supplies	182.51
1906197762	20232200	STATE INDUSTRIAL PRODUCTS	Custodial Supplies	569.53
1906206865	20232200	SAM'S CLUB DIRECT CML	Custodial Supplies	172.18

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

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditure	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20207600	Office Supplies	500.00	17.39	140.17	359.83	72%
20207602	Signs	500.00	27.93	27.93	472.07	94%
20207603	Keys	2,000.00		2.69	1,997.31	100%
20206100	Membership Dues	1,000.00		295.00	705.00	71%
20210300	Agricultural/Horticultural Service	12,000.00	412.50	5,475.00	6,525.00	54%
20210400	Agricultural/Horticultural Supply	15,000.00	615.80	1,643.11	13,356.89	89%
20211200	Building Maint. Supplies	10,000.00	330.43	5,816.62	4,183.38	42%
20212200	Chemicals	30,000.00	9,174.18	32,871.94	(2,871.94)	-10%
20213100	Electrical Maint. Service	6,000.00		9,463.64	(3,463.64)	-58%
20213200	Electrical Maint. Supplies	2,000.00	41.91	519.98	1,480.02	74%
20203500	Education/Training Service	3,000.00	97.90	2,137.90	862.10	29%
20214100	Land Improv. Maint. Service	20,000.00		2,135.00	17,865.00	89%
20214200	Land Improv. Maint. Supplies	46,000.00	8,942.33	23,161.61	22,838.39	50%
20215100	Mechanical System Maint. Ser	10,000.00		6,146.41	3,853.59	39%
20215200	Mechanical System Maint. Sup	3,000.00	108.05	2,790.45	209.55	7%
20216200	Painting Supplies	1,500.00	29.34	181.98	1,318.02	88%
20216700	Plumbing Maint. Service	1,000.00	424.00	1,909.00	(909.00)	-91%
20216800	Plumbing Maint. Supplies	4,000.00	752.80	2,300.82	1,699.18	42%
20218100	Irrigation Service	2,000.00		-	2,000.00	100%
20218200	Irrigation Supplies	18,000.00	1,284.44	9,535.86	8,464.14	47%
20218500	Permit Charges	2,000.00	317.50	3,384.25	(1,384.25)	-69%
20219100	Electricity	83,000.00	5,993.15	75,170.34	7,829.66	9%
20219200	Natural Gas / LPG/ Fuel Oil	30,000.00	3,540.03	26,413.49	3,586.51	12%
20219300	Refuse Collection / Disposal Service	24,000.00	1,240.58	19,584.67	4,415.33	18%
20219500	Sewage Disposal Service	14,000.00	733.20	11,754.36	2,245.64	16%
20219800	Water	51,000.00	4,700.08	50,500.16	499.84	1%
20219900	Telephone System Maintenance	3,000.00	1,332.00	1,332.00	1,668.00	56%
20220500	Auto Maintenance Service	6,000.00		994.26	5,005.74	83%
20220600	Auto Maintenance Supplies	6,000.00	43.74	1,974.96	4,025.04	67%
20221200	Construction Equip. Maint. Sup.	500.00		40.60	459.40	92%
20222600	Expendable Tools	4,000.00	1,794.07	4,258.99	(258.99)	-6%
20223600	Fuel & Lubricants	18,000.00	1,521.95	13,987.32	4,012.68	22%
20227500	Rent/Lease Equipment	5,000.00	275.00	3,397.03	1,602.97	32%
20228100	Shop Equip. Maint. Service	2,000.00		79.45	1,920.55	96%
20228200	Shop Equip. Maint. Supplies	7,000.00	127.07	7,670.12	(670.12)	-10%
20229100	Other Equip. Maint. Service	2,500.00		221.67	2,278.33	91%
20229200	Other Equip. Maint. Supplies	4,000.00	120.53	1,555.25	2,444.75	61%
20231400	Clothing/Personal Supplies	4,000.00	59.25	1,437.89	2,562.11	64%
20232200	Custodial Supplies	20,000.00	924.22	15,298.92	4,701.08	24%
20250500	Accounting Services	3,000.00		2,600.00	400.00	13%
20252500	Engineering Services	15,000.00	4,076.72	18,407.48	(3,407.48)	-23%
20253100	Legal Services	18,000.00		14,161.50	3,838.50	21%
20257100	Security Services	16,000.00	4,070.00	18,672.10	(2,672.10)	-17%
20259100	Other Professional Services	38,000.00	920.00	31,899.30	6,100.70	16%
20289800	Other Operating Expenses Sup.	3,500.00	1,693.63	2,119.27	1,380.73	39%
	SUB-TOTAL	567,000.00	55,741.72	433,470.49	133,529.51	24%
3000	OTHER CHARGES					
30321000	Interest Expense	0.00		-	0.00	0%
30322000	Bond/Loan Redemption	0.00		-	0.00	0%

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

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditures	Expeditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
2E+07	Advertise/Legal Notices	500.00		-	500.00	100%
2E+07	Office Supplies	100.00		-	100.00	100%
2E+07	Signs	50.00		-	50.00	100%
2E+07	Agricultural/Horticultural Service	500.00		-	500.00	100%
2E+07	Water	800.00		431.09	368.91	46%
2E+07	Fuel & Lubricants	600.00	63.41	526.66	73.34	12%
2E+07	Accounting Services	500.00		500.00	0.00	0%
2E+07	Engineering Services	1,000.00		1,000.00	0.00	0%
2E+07	Legal Services	100.00		-	100.00	100%
2E+07	Transcribing Services	150.00		-	150.00	100%
2E+07	Other Professional Services	500.00		-	500.00	100%
2E+07	Other Operating Exp - Services	300.00		-	300.00	100%
2E+07	COMPASS Costs	300.00		-	300.00	100%
2E+07	GS Parking Charges	30.00		-	30.00	100%
	SUB-TOTAL	5,430.00	63.41	2,457.75	2,972.25	55%
4000	FIXED ASSETS					
4.2E+07	Struc. & Improvements	0.00		-	0.00	0%
	SUB-TOTAL	0.00	-	-	0.00	0%
	GRAND TOTAL	5,430.00	63.41	2,457.75	2,972.25	55%

STAFF REPORT



DATE: 7-11-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: MONTHLY ACTIVITY REPORT – JUNE 2019

ADMINISTRATION

- Administrator Foell participated in a CARPD legislative committee conference call on June 6th.
- Administrator Foell met with City of Citrus Heights staff and resident Peg Pinard regarding the Electric Greenway Project.
- Superintendent Von Aesch, and Supervisors Bain and Woodford conducted recruitment for the Recreation Coordinator position and interviews were held for the position.
- John Tillison from Tillison Training provided a team building training for District staff on June 12th.
- The City of Citrus Heights held a public hearing on the CEQA document for the Electric Greenway Trail Project.
- The District held the mandated sexual harassment training on June 13th at which 72 staff attended.

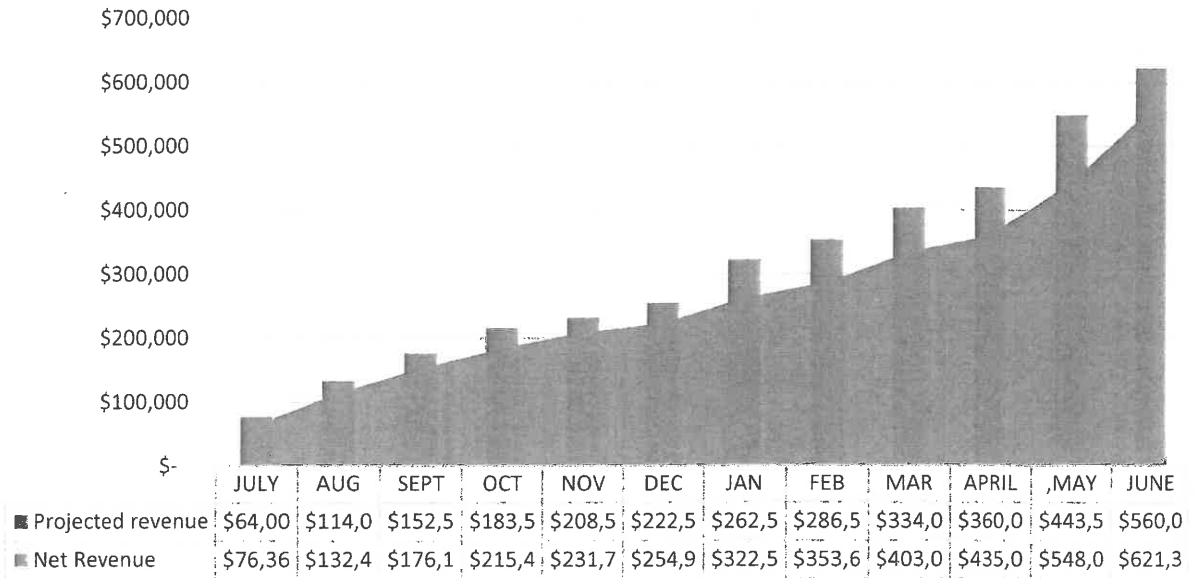
RECREATION

June Activities	Enrollment	Attendance	Gross Revenue
Aquatics			
Jr. Beginning Kayaking	3		\$ 516.00
Swim Lessons Session 1	340		\$ 22,137.00
Aquatics Sub Total	343	0	\$ 22,653.00
Classes			
Aiki Jujitsu Self Defense	7		\$ 376.00
Aikido Teen/Adult	11		\$ 1,632.00
Aikido Youth	5		\$ 336.00
American Mahjong	24		\$ 24.00
Artist Studio	22		\$ 823.00
Babysitting CPR	6		\$ 234.00
Ballet - Baby	10		\$ 432.00
Ballet - Pre Ballet	5		\$ 205.00
Basic Dog Obedience	1		\$ 200.00
Child and Babysitting Safety	6		\$ 357.00
Dance - Beginning Salsa	2		\$ 90.00
Dance - East Coast Swing	4		\$ 231.00
Dance - West Coast Swing	1		\$ 42.00
Dynamic Volleyball Summer Training	3		\$ 486.00
Gymnastics - KinderGym	2		\$ 267.00
Gymnastics - Parent Participation	2		\$ 253.00
Gymnastics - Tot Gymnastics	2		\$ 253.00
Internet Drivers Education	1		\$ 31.00

Jazzercise		312	
Jr. Leader Program	4		\$ 396.00
Karate - Preschool	4		\$ 359.00
Karate - SA Shotokan	10		\$ 1,130.00
Pee Wee Basketball	12		\$ 609.00
Pediatric CPR & First Aid	5		\$ 391.00
Sunset Chef	10		\$ 226.00
Tai-Chi Chuan	4		\$ 171.00
Top Notch Basketball	31		\$ 2,523.00
TwirlSport Tumbling	8		\$ 381.00
Ukulele	58		\$ 58.00
Classes Sub Total	260	312	\$ 12,516.00
Events			
OVparks Camp Out	70		\$ 802.00
Events Sub Total	70	0	\$ 802.00
Preschool			
Wiggles & Giggles Session 1	11		\$ 307.00
Wiggles & Giggles Session 2	13		\$ 481.00
Preschool Sub Total	24	0	\$ 788.00
Rec'ing Crew			
Session 1	68		\$ 10,712.00
Session 2	92		\$ 14,265.00
Rec'ing Crew Sub Total	160	0	\$ 24,977.00
SENIORS			
Bridge	68		\$ 67.00
Kayaking for Boomers 50+	2		\$ 148.00
M.O.V.E. mid day movie		11	
Morning Walk		4	
Senior Lunches		191	
Seniors Sub Total	70	206	\$ 215.00
GRAND TOTAL	667	518	\$ 61,951.00

June Gross Revenue Recap – June OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$73,346, \$43,154 under the projected amount. June recreation revenue came in at \$67,235, \$37,765 under the projected amount and facility revenue in came in at \$6,112, \$5,388 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 June .*

Recreation and Facility Revenue vs Projected Revenue



This Graph shows our running combined recreation and facility rental revenue vs our projection. We have exceeded projections by \$61,349.

PROGRAM HIGHLIGHTS

- Rec'ing Crew had 94 campers in the second session
- Swim lessons started June 17 with 340 people enrolled

UPCOMING EVENTS

- July 4 Water Carnival at the Pool
- July 12 Halloween at the Pool
- July 19 Tropical Escape
- July 29 Christmas at the Pool
- July 26 Ice Cream Social

OVparks Campout 2019

Friday Day 1

4:00pm- 6:45pm- Registration/ Check-in

5:00pm- Welcoming Community to the Event
and Thanking our Sponsor's

5:00pm-9:00pm- Crafts/ Games

5:15pm-8:30pm- Pool Open to Campers

7:00pm-8:00pm- Hot Dog Dinner

9:00pm-10:30pm- Stargazing w/ Sacramento
Valley Astronomical Society

9:15pm-10:45pm- Popcorn & Movie featuring
"Heavyweights" Brought to you by our sponsor
Charles Dental Group

9:15pm- S'mores Station Open

9:30pm-10:30pm- Glow in the dark rock hunt
provided by Orangevale Rocks

11:00pm- Lights out

Saturday Day 2

7am-8:30am- Pancake Breakfast Provided with
the help of Orangevale Grange

9:15am-9:45am-Goodbyes

9:45am-10:15am- Clean up



SECURITY

**Fulton-El Camino Park District Police Department
Monthly Status Report for: Orangevale Recreation and Park District
Reporting Period: 2019-06-01 to 2019-06-30**

Off Property

Notice To Appear Issued

1) Date/Time: 2019-06-07 22:26

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

2) Date/Time: 2019-06-13 22:16

Violation 1: 11377(a) HS Possession of a controlled substance, Severity: Mis

Violation 2: 11364 HS Paraphernalia, Severity: Mis

Violation 3: 14601.1(a) CVC Suspended License, Severity: Mis

Parking Citations Issued

1) Date/Time: 2019-06-25 18:43

V1: 4000(a) CVC No current registration

Dispatched Calls For Service

1) Date/Time: 2019-06-08 14:35

Description: Text of the call read, subject walking around with her top down. Contacted subject who had her top down. Subject stated it fell down because the strap broke and she immediately picked up the top. Subject had the bra on when officers contacted her. Subject left the area

Disposition: Unfounded

OV Community Center

Parking Citations Issued

1) Date/Time: 2019-06-09 19:38

V1: 4000(a) CVC No current registration

2) Date/Time: 2019-06-17 15:40

V1: 4000(a) CVC No current registration

V2: 5204(a) CVC Current registration tabs not properly displayed

3) Date/Time: 2019-06-17 15:37

V1: 4000(a) CVC No current registration

OV Community Park (Disc Golf)

Parking Citations Issued

1) Date/Time: 2019-06-17 15:52

V1: 4000(a) CVC No current registration

2) Date/Time: 2019-06-17 15:47

V1: 4000(a) CVC No current registration

3) Date/Time: 2019-06-29 11:07

V1: 5200(a) CVC Display of two license plates required

4) Date/Time: 2019-06-29 57:40

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

5) Date/Time: 2019-06-29 11:00

V1: 4000(a) CVC No current registration

6) Date/Time: 2019-06-29 57:40

V1: 4000(a) CVC No current registration

Dispatched Calls For Service

1) Date/Time: 2019-06-01 21:47

Description: Text of the call read open 911 call with female in the background yelling OMG and someone crying. SSD was first to arrive on scene and advised that everybody left approximately 5 minutes before the first unit went on scene.

Disposition: GOA

Pecan Park

Parking Citations Issued

1) Date/Time: 2019-06-17 15:21

V1: 4000(a) CVC No current registration

PARKS

Park Infrastructure

All Parks

- Nelson continues to do monthly playground inspections and takes care of repairs on site if necessary.
- Doug repaired the thermostat at the Youth Center.
- Doug and Danny repaired the ice maker at the Community Center.
- Staff repaired a flush valve at Pecan Restrooms.

Mechanics

- Staff replaced a broken radiator hose valve on the trim mower.
- Staff replaced the gas cap and air filter on the Ford Ranger truck.
- Staff repaired the door handle to the Ford Ranger truck.
- Staff replaced a damaged belt on the ZD1211 trim mower.

Park Irrigation

All Parks

- Staff has started to water all recently planted trees.
- Staff replaced 3 irrigation valves at Palisades and Oak and Filbert.
- Staff replaced 26 sprinklers in various parks throughout the District.
- Staff repaired a broken potable water main line at OCP - Oak and Filbert.
- Staff worked with Peter Larimer on the updated irrigation plans for Pecan Park and Orangevale Community Park (irrigation plans completed).

Park Grounds

All Parks

- Staff continues with regular detail maintenance in all parks and park restrooms.
- Staff removed two large broken branches at the Disc Golf Course.
- Staff spot sprayed herbicide at Orangevale Community Center and Pecan Park.
- Staff cleared a beaver dam from the Sundance Natural Area.

Other Reports

- Staff continues to assist Recreation in Youth Center building rental and programmed classes.
- Doug finished all firebreak mowing at all the sites (Rollingwood, OCP - Oak and Filbert, Sundance, Shackleton Woods and Streng).
- Horacio worked with J & S Asphalt in the repair of Almond tennis courts. The tennis courts were resurfaced, restriped and new nets were installed.
- The Pecan bathroom sewer line was serviced and inspected via camera due to frequent sewer clogs.
- Park Staff attended the annual sexual harassment training.

STAFF REPORT



DATE: 7-11-19

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-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. 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 0 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:
District Legal Counsel
McMurchie Law Firm
101 Parkshore Drive, Suite 100
Folsom, CA 95630

“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 Five Thousand and No/100 Dollars (\$5,000.00) 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.

Commented [A1]: District to provide additional details regarding amount of attorneys’ fees incurred to date.
Commented [A2R1]: Attorneys’ fees inserted/added to 10K amount

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, Lessee shall pay Lessor an administrative fee of fifteen percent (15%). 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, 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, on a daily basis, 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:
CCTMI 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

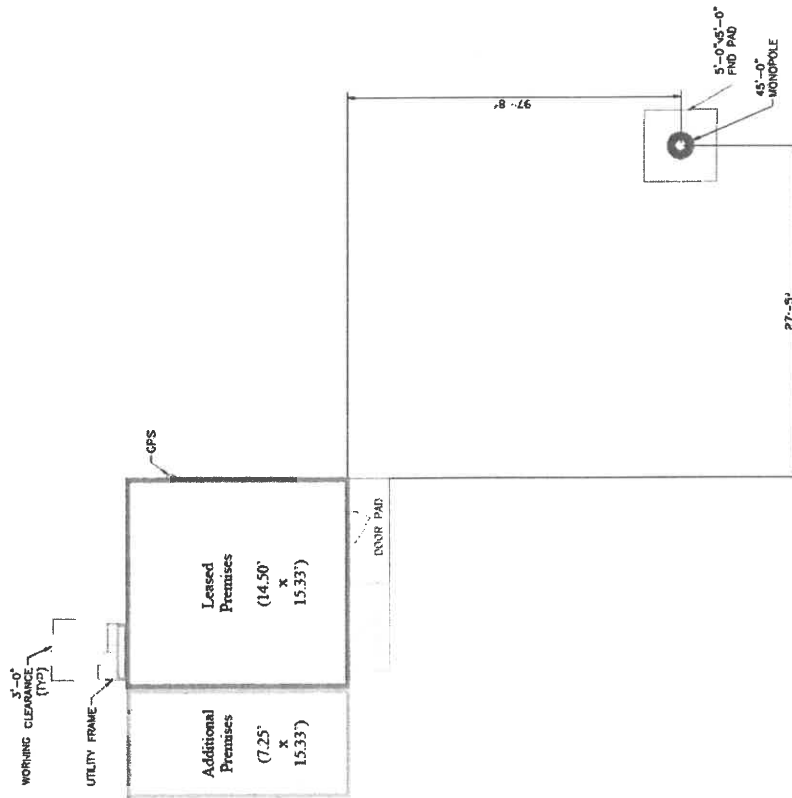


EXHIBIT "C"

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: 7-11-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVAL OF THE QUOTATION FROM ECOLOGY ACTION IN THE AMOUNT OF \$41,043.53 TO RETROFIT LIGHTING THROUGHOUT THE DISTRICT WITH LED FIXTURES AND WITH GREEN ENERGY PRODUCTS TO RETROFIT THE ORANGEVALE COMMUNITY PARK TENNIS COURTS IN THE AMOUNT OF \$2,880.

RECOMMENDATION

Approve the quotes from Ecology Action in the amount of \$41,043.53 to retrofit lighting throughout the District with LED fixtures and with Green Energy Products to retrofit the Orangevale Community Park Tennis Courts in the amount of \$2,880.

BACKGROUND

SMUD offers a rebate program for agencies and businesses to upgrade to more energy efficient products to lower electric usage. The District has now participated in two light retrofit projects through the SMUD rebate program. The first was the parking lot light retrofit project and the second was the Community Center Auditorium retrofit. Ecology Action is SMUD’s sole provider for the six facility retrofit projects being proposed through this turn-key rebate program. The percentage of rebate varies with the amount of electrical savings and the type of rebate. (i.e. bulbs, fixtures, thermostats, fans, etc.) No payment is due to the contractor until after the project is completed and inspected. The work product and equipment have a ten-year warranty. The total cost for the six facility retrofit projects with Ecology Action is \$41,043.53. The second project is also a SMUD rebate program through Green Energy Products but doesn’t qualify for the above program because the lights haven’t been operational for several years. The SMUD rebate is still significant for the fixtures due to the elimination of the current high watt fixtures. The project was included in the 2019/20 OLLAD Preliminary Budget. Staff recommends approving these retrofit lighting projects with Ecology Action and Green Energy Products.

	<u>Total Cost</u>	<u>SMUD Rebate</u>	<u>Net Project Cost</u>	<u>Payback</u>
<u>Ecology Action</u>				
Administration Building	\$33,918.72	-\$4,905.34	\$29,013.38	7.12 yrs
Pool Building	\$4,967.79	-\$550.45	\$4,417.34	9.71 yrs
Orangevale Comm. Park	\$3,468.66	-\$181.61	\$3,287.05	20.16 yrs
Youth Center – Building	\$2,428.55	-\$284.82	\$2,143.73	8.38 yrs
Youth Center – Kidz Korner	\$1,824.52	-\$268.30	\$1,556.22	6.46 yrs
YC – Field Shack/Garage	\$807.41	-\$181.60	\$625.81	3.84 yrs
Subtotal Ecology Action	\$47,415.65	-6,372.12	\$41,043.53	
<u>Green Energy Products</u>				
OCP – Tennis Courts	\$4,400.00	-\$1,520.00	\$2,880.00	2.11 yrs (if in use)

Total Cost	\$51,815.65	-\$7,892.12	\$43,923.53
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RECOMMENDED MOTION

I move we approve the quote from Ecology Action in the amount of \$41,043.53 for retrofitting lighting in six District facilities and approve the quote from Green Energy Products in the amount of \$2,880 to retrofit the Orangevale Community Park Tennis Courts and authorize the District Administrator to execute contract documents.

Energy Efficiency Proposal for Orangevale Rec & Park Admin



Greg Foell
Orangevale Rec & Park - Main Gym
6826 Hazel Avenue
Orangevale California, California 95662

Greetings Greg,

As an environmental leader in your community, your business is a great example of doing what's right. Participating in this utility-sponsored program is just another way for you to continue to be recognized for running a sustainable and earth-friendly business. In simple language, the following personalized proposal shows the value that an energy retrofit brings to you, to your business, and to the planet.

My job is to make sure that business owners like you get the energy efficiency guidance they need in a way that makes being energy efficient easy for them. I'm available at your convenience to review the details of this proposal and to answer any questions you might have. I'm looking forward to your approval to begin work on this project immediately.

Sincerely,

Dan Van Stekelenburg



Dan Van Stekelenburg

(916) 320-8203
dvan@ecoact.org



Gene Thomas

Senior Installation Manager
(831) 295-5483
gthomas@ecoact.org

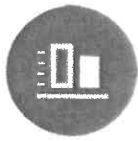
Business Benefits:

More than just energy savings



What's energy efficiency going to do for you?

You might not think about how your business uses energy until you get your utility bill or something breaks. Considering cost pressures and the potential challenges related to equipment malfunctions, can you afford not to consider an energy efficiency upgrade? Aside from just being smart, here's what you can expect from an energy efficiency upgrade for your business.



Reduce Operating Costs

Equipment installed during a retrofit is more energy efficient and lasts longer. This means that you get more for your money because longer gaps between replacement translate to lower labor costs related to maintenance.

"This program is for business owners who are serious about cutting expenses and maximizing efficiency."

- Roger Stanton, Specialty Truck Parts, Inc.
San Jose, CA



Improvements With No Interruption

Tackling improvement projects becomes sidelined by the everyday requirements of running your business. That's where we come in; from assessment to installation, we work to make your business more efficient while you continue to deliver your services.

"It was a no-brainer once we saw the work plan and rebates we received through this program."

- Larry Builta, SFO Hyatt Regency
San Francisco, CA



Product Enhancement

There is a difference in how customers see and experience products. The right lighting offers better quality and color rendering, which can lead to improved sales.

"The atmosphere of the store is brighter and cheerier and our customers just love it. Plus our employees are more comfortable at their work stations."

- Rebecca Campbell, Rebecca's Mighty Muffins
Santa Cruz, CA



Increased Facility Asset Value

Making investments in energy efficiency measures increases asset value. That's because building owners can expect higher occupancy rates and tenant retention.

"After comparing our utility statements, I'm happy to report that our energy costs showed a significant reduction."

- Tony Soria, Sunset Publishing Corporation
Oakland, CA

We'd love to share our success stories.

We're happy to provide real and relevant case studies for any of the above benefits that show, in detail, how local businesses have dramatically benefited from an energy efficiency upgrade. Just ask your Energy Consultant for more information.

Opportunity At-A-Glance for Orangevale Rec & Park Admin



Your new, average monthly savings after upgrades

\$340/month

Orangevale Rec & Park Admin Cost Summary

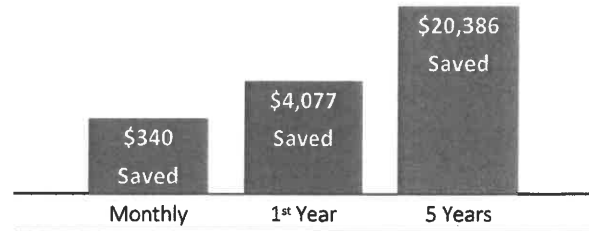
Installation Cost (labor, materials and recycling)	\$33,918.72
Project Management Fee	Waived
Rebate	-\$4,905.34
% of Project Covered by Rebate	14%
Net Project Cost	\$29,013.38
Simple Payback	7.12 Years
Simple Payback without Rebate	8.32 Years

Orangevale Rec & Park Admin Project Impact Page



Your Long-term Savings

Timeframe	Estimated Savings	kWh
Monthly	\$339.77	2,983.80
1 st Year	\$4,077.27	35,805.58
5 Years	\$20,386.35	179,028

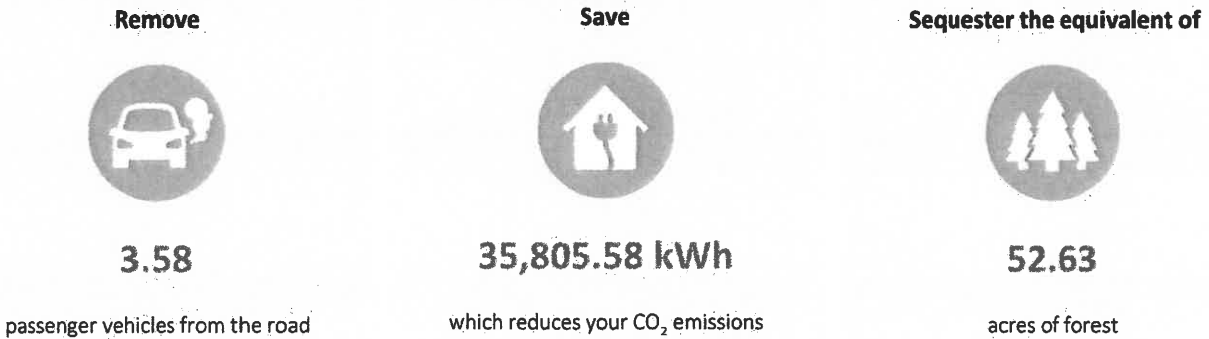


Your Energy Efficient Measures

Work Order	Materials	Labor	Fees	Rebate	Customer Cost
Orange Vale Rec & Park Admin MLTG	\$17,741.68	\$14,870.24	\$1,306.80	\$4,905.34	\$29,013.38
TOTAL	\$17,741.68	\$14,870.24	\$1,306.80	\$4,905.34	\$29,013.38

Environmental Benefits

By implementing the measures outlined in this proposal, you will:



The project cost is based on current equipment prices and rebate levels and is valid for a period of 14 days from the date presented.

*Note - Savings are estimated using standard engineering calculations and are based on the hours of operation as described to the surveyor. Depending on actual usage as well as changes in your electric utility rate, your savings may be higher or lower. The savings indicated above are NOT guaranteed. Construction costs may vary slightly depending on fixture quantities and unforeseen conditions.

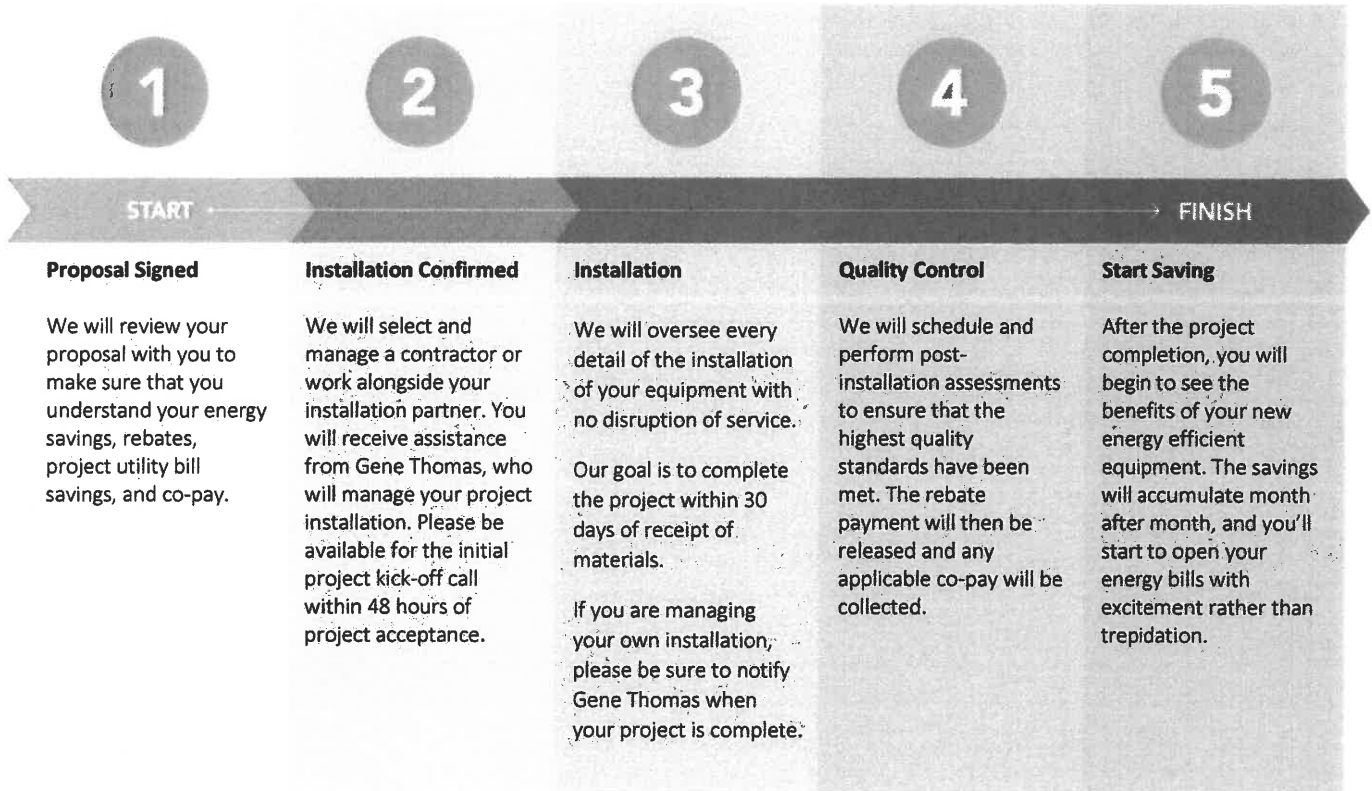
**Note - Based on DEER property type and measure savings values from the CPUC, this project is deemed to deliver 35,805.58 kWh and 7.28 kW. The rebate offered for the project is calculated based on the deemed savings values.

Orangevale Rec & Park Admin Project Agreement Page



Your Project Schedule

Through this energy efficiency program, the entire process is managed for you including the assessment, installation and rebate processing. *It really is that simple.*



Recommendations & Savings Checklist for Orangevale Rec & Park Admin



Area	AHO	Existing Equipment				Recommended Upgrade: Lighting					
		Qty	Description	Watts	kWh	Qty	Description	Watts	kWh	Cost Without Rebate	Estimated Savings
Pool Area - RR/Locker - W	3,649.80	1	CFL Bi-Pin 32W	34	124.09	1	LED Downlight Can Retrofit for CFL/HID 6" 8w (13-18w) 4000K 700lm Sylvania	8	29.20	\$90.93	\$11.14
Admin Building - Main Hallway	3,649.80	6	T8-4'-32w-1st Gen-2lamp-EH-S-NLO	59	1,292.03	6	LED Fixture 2x4 Troffer 23W	23	503.67	\$1,500.45	\$99.74
Admin Building - Main Hallway	8,760.00	4	Exit 15A w/Emergency Light	30	1,051.20	4	LED Exit Fixture 4w w/Emergency Light Green	4	140.16	\$646.35	\$103.38
Admin Building - Main Entry Foyer	3,649.80	27	CFL Bi-Pin (2) 32W	62	6,109.77	27	LED Downlight Can Retrofit for CFL/HID 6" 8w (13-18w) 4000K 700lm Sylvania	8	788.36	\$3,206.05	\$673.25
Admin Building - RR - M	3,649.80	4	T8-4'-32w-1st Gen-2lamp-EH-S-NLO	59	861.35	4	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	437.98	\$382.11	\$53.56
Admin Building - RR - M	3,649.80	1	CFL Bi-Pin 32W	34	124.09	1	LED Downlight Can Retrofit for CFL/HID 6" 8w (13-18w) 4000K 700lm Sylvania	8	29.20	\$90.93	\$12.46
Admin Building - RR - M	3,649.80	1	CFL Bi-Pin 32W	34	124.09	1	LED Downlight Can Retrofit for CFL/HID 6" 8w (13-18w) 4000K 700lm Sylvania	8	29.20	\$90.93	\$12.46
Admin Building - RR - W	3,649.80	5	T8-4'-32w-1st Gen-2lamp-EH-S-NLO	59	1,076.69	5	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	547.47	\$477.63	\$66.96

Admin Building - RR - W	3,649.80	1	CFL Bi-Pin 32W	34	124.09	1	LED Downlight Can Retrofit for CFL/HID 6" 8w (13-18w) 4000K 700lm Sylvania	8	29.20	\$90.93	\$12.46
Admin Building - Offices - Open Area	3,649.80	10	T8-4'-32w-1st Gen-3lamp-EIHS-NLO	89	3,248.32	10	LED Fixture 2x4 Troffer 23W	23	839.45	\$2,287.12	\$293.56
Admin Building - Mel Office	3,649.80	0	T8-4'-32w-1st Gen-3lamp-EIHS-NLO	89	0.00	0	LED Fixture 2x4 Troffer 23W	23	0.00	\$0.00	\$0.00
Admin Building - Rec Director Office	3,649.80	2	T8-4'-32w-1st Gen-3lamp-EIHS-NLO	89	649.66	2	LED Fixture 2x4 Troffer 23W	23	167.89	\$457.43	\$62.39
Admin Building - Office #1	3,649.80	2	T8-4'-32w-1st Gen-3lamp-EIHS-NLO	89	649.66	2	LED Fixture 2x4 Troffer 23W	23	167.89	\$457.43	\$62.39
Admin Building - Office #2	3,649.80	2	T8-4'-32w-1st Gen-3lamp-EIHS-NLO	89	649.66	2	LED Fixture 2x4 Troffer 23W	23	167.89	\$457.43	\$62.39
Admin Building - Gregg's Office	3,649.80	0	T8-4'-32w-1st Gen-3lamp-EIHS-NLO	89	0.00	0	LED Fixture 2x4 Troffer 23W	23	0.00	\$0.00	\$0.00
Admin Building - Meeting Room #1	3,649.80	10	T8-4'-32w-1st Gen-3lamp-EIHS-NLO	89	3,248.32	10	LED Fixture 2x4 Troffer 23W	23	839.45	\$2,287.12	\$296.84
Admin Building - Meeting Room #1	8,760.00	1	Exit 15A w/Emergency Light	30	262.80	1	LED Exit Fixture 4w w/Emergency Light Green	4	35.04	\$161.58	\$24.15
Admin Building - Meeting Room #2	3,649.80	20	T8-4'-32w-1st Gen-3lamp-EIHS-NLO	89	6,496.64	20	LED Fixture 2x4 Troffer 23W	23	1,678.91	\$4,574.24	\$573.68
Admin Building - Meeting Room #2	8,760.00	2	Exit 15A w/Emergency Light	30	525.60	2	LED Exit Fixture 4w w/Emergency Light Green	4	70.08	\$323.17	\$48.30
Admin Building - Kitchen	3,649.80	2	T8-4'-32w-1st Gen-2lamp-EIHS-NLO	59	430.68	2	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	218.99	\$191.05	\$25.01
Admin Building - Kitchen	3,649.80	6	T8-4'-32w-1st Gen-4lamp-EIHS-NLO	112	2,452.67	6	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	656.96	\$581.90	\$212.16
Admin Building - Kitchen - Closet	3,649.80	1	T8-4'-32w-1st Gen-2lamp-EIHS-NLO	59	215.34	1	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	109.49	\$95.54	\$12.51
Admin Building - Stage Area	3,649.80	9	T8-4'-32w-1st Gen-2lamp-EIHS-NLO	59	1,938.04	9	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	985.45	\$859.74	\$113.43

Admin Building - Stage Area	2,346.00	17	CFL Bi-Pin 32W	34	1,355.99	17	LED Downlight Can Retrofit for CFL/HID 6" 8w (13-18w) 4000K 700lm Sylvania	8	319.06	\$1,545.82	\$136.36
Admin Building - Gym - Closet	3,649.80	2	T8-4'-32w-1st Gen-2lamp-EHS-NLO	59	430.68	2	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	218.99	\$191.05	\$17.84
Admin Building - Small Meeting Room NXT RRs	3,649.80	8	T8-4'-32w-1st Gen-3lamp-EHS-NLO	89	2,598.66	8	LED Fixture 2x4 Troffer 23W	23	671.56	\$1,829.69	\$229.47
Annex Building - Main Area	2,184.00	36	T5 2' 2L 14w	32	2,515.97	36	LED T8 Type C 2' 8w (11w) 2Lamp 4000K Espen	22	1,729.73	\$4,645.26	\$105.42
Annex Building - Custodial	3,649.80	1	T8-4'-32w-1st Gen-2lamp-EHS-NLO	59	215.34	1	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	109.49	\$95.54	\$13.39
Annex Building - Tables	3,649.80	2	T8-4'-32w-1st Gen-2lamp-EHS-NLO	59	430.68	2	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	218.99	\$191.05	\$26.78
Annex Building - Storage	3,649.80	2	T8-4'-32w-1st Gen-2lamp-EHS-NLO	59	430.68	2	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	218.99	\$191.05	\$26.78
Annex Building - RR Foyer	3,649.80	1	CFL Bi-Pin (2) 26W	66	240.89	1	LED Downlight Can Retrofit for CFL/HID 6" 8w (13-18w) 4000K 700lm Sylvania	8	29.20	\$104.21	\$26.78
Annex Building - RR - M	3,649.80	7	CFL Bi-Pin (2) 26W	66	1,686.21	7	LED Downlight Can Retrofit for CFL/HID 6" 8w (13-18w) 4000K 700lm Sylvania	8	204.39	\$729.53	\$187.48
Annex Building - RR - W	3,649.80	7	CFL Bi-Pin (2) 26W	66	1,686.21	7	LED Downlight Can Retrofit for CFL/HID 6" 8w (13-18w) 4000K 700lm Sylvania	8	204.39	\$729.53	\$187.48
Annex Building - Staff - Main Area	2,184.00	3	T5 2' 2L 14w	32	209.66	3	LED T8 Type C 2' 8w (11w) 2Lamp 4000K Espen	22	144.14	\$333.29	\$12.12
Annex Building - Main Entry Foyer	3,649.80	2	T8-4'-32w-1st Gen-2lamp-EHS-NLO	59	430.68	2	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	218.99	\$234.33	\$26.78
Annex Building (Exterior Access) Electrical	3,649.80	1	T8-4'-32w-1st Gen-2lamp-EHS-NLO	59	215.34	1	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	109.49	\$95.54	\$12.21

Annex Building (Exterior Access) - RR	3,649.80	1	T8-4'-32w-1st Gen-2lamp-EHS-NLO	59	215.34	1	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	109.49	\$95.54	\$13.39
Annex Building - Staff - Office	3,649.80	6	T8-4'-32w-1st Gen-2lamp-EHS-NLO	59	1,292.03	6	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	656.96	\$573.16	\$77.39
Annex Building - Staff - Office	2,184.00	2	T5 2' 2L 14w	32	139.78	2	LED T8 Type C 2' 8w (11w) 2Lamp 4000K Espen	22	96.10	\$222.18	\$8.08
Admin Building - Back of Stage Area	3,649.80	10	T8-4'-32w-1st Gen-2lamp-EHS-NLO	59	2,153.38	10	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	1,094.94	\$955.26	\$133.91
Admin Building - Back of Stage - Closet	3,649.80	1	T8-4'-32w-1st Gen-2lamp-EHS-NLO	59	215.34	1	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	109.49	\$95.54	\$13.39
Admin Building - RR - M						1	Control Occupancy Ceiling Dual Technology			\$226.94	\$0.00
Admin Building - RR - W						1	Control Occupancy Ceiling Dual Technology			\$226.94	\$0.00
Admin Building - RR - W						1	Control Occupancy Wall Box			\$139.18	\$0.00
Admin Building - Rec Director Office						1	Control Occupancy Wall Box Dual Switch			\$150.34	\$0.00
Admin Building - Office #1						1	Control Occupancy Wall Box Dual Switch			\$150.34	\$0.00
Admin Building - Office #2						1	Control Occupancy Wall Box Dual Switch			\$150.34	\$0.00
Admin Building - Kitchen - Closet						1	Control Occupancy Wall Box			\$139.12	\$0.00
Annex Building (Exterior Access) - RR						2	Control Occupancy Wall Box			\$278.37	\$0.00
Annex Building - Staff - Office						1	Control Occupancy Wall Box Dual Switch			\$150.34	\$0.00

Admin Building - Back of Stage - Closet						1	Control Occupancy Wall Box			\$139.18	\$0.00
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AHO: Annual Avg. Hours of Operation

kWh: Annual kiloWatt Hours

Watts: Watts as published by the manufacturer

Materials List for Orangevale Rec & Park Admin



The chart below is a summary of materials required for your retrofit. This table shows wattage, quantity, kWh, and price per unit for all involved materials.

Equipment	Qty	Equipment Cost*	Labor Hrs/Cost*
Driver LED T8 1L-2L Espen	55	\$15.63	0.33/\$38.94
Driver LED T8 1L-2L Espen	41	\$17.96	0.33/\$38.94
LED T8 4' 15w 4000K Espen	110	\$10.61	0.05/\$5.90
Recycle: Fluorescent Lamps 4' or Shorter	296	\$0.70	0.00/\$0.00
Recycle: Non-PCB Ballast from 4' or Shorter	121	\$0.00	0.00/\$0.00
LED Downlight Can Retrofit for CFL/HID 6" 8w (13-18w) 4000K 700lm Sylvania	21	\$45.00	0.33/\$38.94
LED Downlight Can Retrofit for CFL/HID 6" 8w (13-18w) 4000K 700lm Sylvania	42	\$55.00	0.33/\$38.94
LED Fixture 2x4 Troffer 23W AutoGen	60	\$120.00	0.75/\$88.50
LED T8 2' 8w (11w) 4000K Espen	82	\$16.00	0.05/\$5.90
Recycle: Non-PCB Ballast from 5' & 6'	41	\$0.00	0.00/\$0.00
Recycle: Fluorescent Lamps 5' or Longer	82	\$1.12	0.00/\$0.00
Recycle: CFL Lamps	30	\$1.00	0.00/\$0.00
LED Exit Fixture 4W w/Emergency Light Green	7	\$89.43	0.50/\$59.00
Control Occupancy Ceiling Dual Technology	2	\$169.65	0.30/\$35.40
Control Occupancy Wall Box	5	\$69.44	0.50/\$59.00

Control Occupancy Wall Box Dual Switch	4	\$79.40	0.50/\$59.00
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* Per Item Cost

Customer Work Order Agreement

By signing this Customer Work Order Agreement ("Agreement"), Customer (the business entity listed above) agrees to the following:

Measures and Incentives:

I have reviewed the Energy Efficiency Upgrade Summary and Report ("Report") provided by the Complete Energy Solutions Program ("Complete Energy Solutions", "CES" or "Program"), a copy of which is attached to this Agreement. I agree that to the best of my knowledge the schedule of operations contained in the Report accurately describes the hours of operation at the facility listed above. I understand that the energy efficiency measures described in the Report represent an estimate of expected energy savings, and that Complete Energy Solutions does not guarantee a specific level of cost savings from the implementation of the proposed energy efficiency measures (collectively, the "Project"). Complete Energy Solutions is implementing the Project on the Customer's behalf. Incentives for energy savings are calculated using the appropriate baseline to exceed California Title 20 and Title 24 standards. New products ordered, purchased or installed prior to 6/1/16 or after 12/31/19 do not qualify for an incentive. Resale products, products leased, rebuilt, rented, received from warranty of insurance claims, exchanged, won as a prize or new parts installed in existing products do not qualify for Incentives. SMUD is not responsible for the economic and technical feasibility, operational capability, and reliability of the Project.

Program Dates:

To be eligible for incentives, all projects must be installed and completed before December 31, 2019. Funding of incentives is distributed on a first-come first-served basis. I have received information about other programs offering rebates or services for measures covered by the Complete Energy Solutions Program.

Project Commitment and Installation Completion Process:

I understand that I must have a signed Site Access Agreement on File to confirm Program Eligibility and a signed Customer Agreement to initiate installation. For each work order, I agree to have Complete Energy Solutions contact (a) participating contractor(s) ("Contractor") who will perform a walk-through inspection, review the scope of the Projects outlined in the Report, and schedule the Project installation at a time that is mutually agreeable to all parties. I understand that the total installed costs for the components of the Project are described in the attached listing of individual work orders. Costs for correcting electrical code violations are not included in the costs quoted above and are not covered by the Program. Any electrical code violations found during the Contractors' inspections or during installation will be cause for the Contractors to stop work on the affected item(s) until such violations are corrected. I understand that the contractor walk-through may result in a Change Order due to specification or electrical code violations and that I will be notified and approve of any cost adjustments before additional work is completed.

I will sign an agreement with each Contractor, which shall be solely between the Contractor and Customer, for the out-of-pocket portion of the Project costs. I understand that Complete Energy Solutions will provide a rebate, detailed in the work order listing, to offset the cost of the Project installations, and the rebate can be paid directly to the Contractors. I understand that I am responsible for paying the balance of the agreed-to contract price after rebate payment and that payment is due to the Contractor upon completion of the individual work order. By enrolling in the Program, I agree not to seek reimbursement from any other energy efficiency program for the same measures rebated under other programs. I understand that I am responsible for reimbursing the CES Program should I receive other incentive payments for the same installations. At the completion of the project, I agree to sign the Customer Acceptance/Project Completion Form presented by the contractor on Ecology Action's behalf.

The value of Incentives and direct installations is taxable. Implementer will report incentives and direct installations greater than \$600 to the IRS unless you are exempt. Please consult your tax advisor concerning the taxability of incentives. The Customer, not the implementer, is responsible for any taxes imposed as a result of your receipt of Incentives from this Program. Form 1099 will be issued for the Customer, regardless of who the payee is, because the Customer receives the benefits of the Incentives.

Customers receiving the SMUD Business Electricity Reports may see a change in the energy efficiency recommendations in future reports due to Ecology Action updating your business profile. Updating your business profile helps SMUD provide more relevant information in future reports.

Customer Approval

Orangevale Rec & Park Admin



I have read and understood the Terms and Conditions. I certify that the information I have provided is true and correct.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

I agree to reassign my rebate to the contractor.

As shown on the Opportunity At-A-Glance page, customer Out of Pocket Cost is \$29,013.38.

Customer:

Customer Representative: Greg Foell
6826 Hazel Avenue
Orangevale California, California 95662
Email: greg@ovparks.com

SMUD Complete Energy Solutions

Program Representative: Dan Van Stekelenburg
Ecology Action
877 Cedar Street, Suite 240
Santa Cruz, CA 95060
Mobile: +1 9163208203
Fax: (831) 427-1368
Email: dvan@ecoact.org

Customer Representative's Title

Program Representative's Printed Name

Customer Representative's Printed Name

Program Representative's Signature

Customer Representative's Signature

Date

Date

Energy Efficiency Proposal for Orangevale Recreation & Park Pool Building



Greg Foell
Orangevale Recreation & Park Ph2 Pool Building
6826 Hazel Ave
Orangevale, CA 95662

Greetings Greg,

As an environmental leader in your community, your business is a great example of doing what's right. Participating in this utility-sponsored program is just another way for you to continue to be recognized for running a sustainable and earth-friendly business. In simple language, the following personalized proposal shows the value that an energy retrofit brings to you, to your business, and to the planet.

My job is to make sure that business owners like you get the energy efficiency guidance they need in a way that makes being energy efficient easy for them. I'm available at your convenience to review the details of this proposal and to answer any questions you might have. I'm looking forward to your approval to begin work on this project immediately.

Sincerely,

Dan Van Stekelenburg



Dan Van Stekelenburg

(916) 320-8203
dvan@ecoact.org



Gene Thomas
Senior Installation Manager

(831) 295-5483
gthomas@ecoact.org

Opportunity At-A-Glance for Orangevale Recreation & Park Pool Building



Your new, average monthly savings **after upgrades**

\$38/month

Orangevale Recreation & Park Pool Building Cost Summary

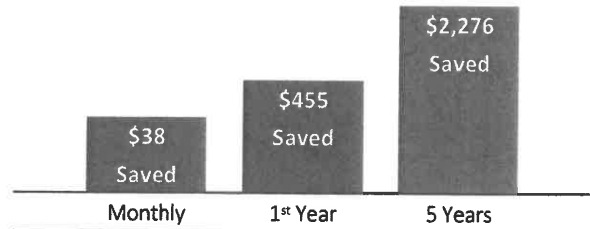
Installation Cost <small>(labor, materials and recycling)</small>	\$4,967.79
Project Management Fee	Waived
Rebate	-\$550.45
% of Project Covered by Rebate	11%
Net Project Cost	\$4,417.34
Simple Payback	9.71 Years
Simple Payback without Rebate	10.92 Years

Orangevale Recreation & Park Pool Building Project Impact Page



Your Long-term Savings

Timeframe	Estimated Savings	kWh
Monthly	\$37.93	334.83
1 st Year	\$455.11	4,017.93
5 Years	\$2,275.55	20,090



Your Energy Efficient Measures

Work Order	Materials	Labor	Fees	Rebate	Customer Cost
Orangevale Rec & Park Pool Building MLTG	\$2,083.28	\$2,884.51	\$0.00	\$550.45	\$4,417.34
TOTAL	\$2,083.28	\$2,884.51	\$0.00	\$550.45	\$4,417.34

Environmental Benefits

By implementing the measures outlined in this proposal, you will:



The project cost is based on current equipment prices and rebate levels and is valid for a period of 14 days from the date presented.

*Note - Savings are estimated using standard engineering calculations and are based on the hours of operation as described to the surveyor. Depending on actual usage as well as changes in your electric utility rate, your savings may be higher or lower. The savings indicated above are NOT guaranteed. Construction costs may vary slightly depending on fixture quantities and unforeseen conditions.

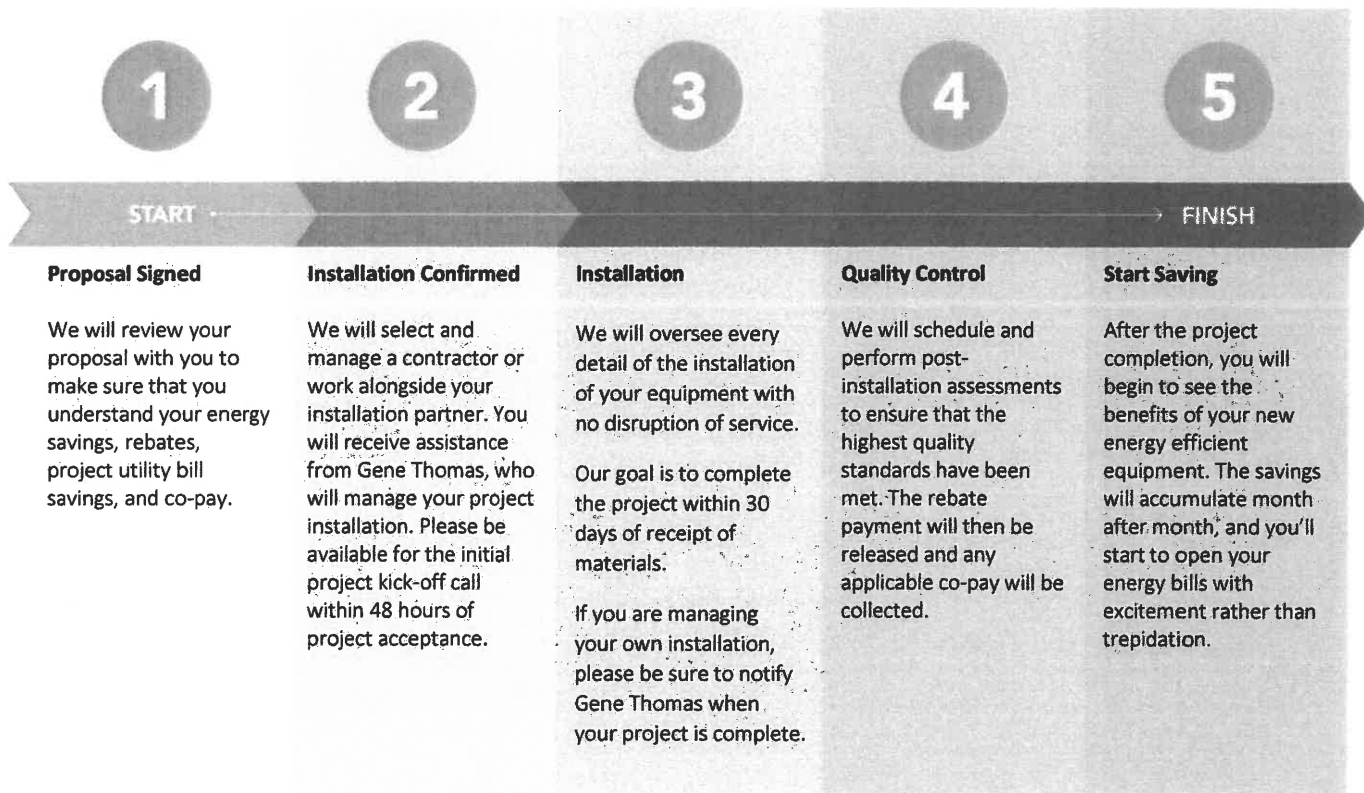
**Note - Based on DEER property type and measure savings values from the CPUC, this project is deemed to deliver 4,017.93 kWh and 0.74 kW. The rebate offered for the project is calculated based on the deemed savings values.

Orangevale Recreation & Park Pool Building Project Agreement Page



Your Project Schedule

Through this energy efficiency program, the entire process is managed for you including the assessment, installation and rebate processing. *It really is that simple.*



Recommendations & Savings Checklist for Orangevale Recreation & Park Pool Building



Area	AHO	Existing Equipment				Recommended Upgrade: Lighting					
		Qty	Description	Watts	kWh	Qty	Description	Watts	kWh	Cost Without Rebate	Estimated Savings
Pool Area - Chemical Area	3,649.80	4	T8-4'-32w-1st Gen-2lamp-EHS-NLO	59	861.35	4	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	437.98	\$367.38	\$48.84
Pool Area - Chemical Area	3,649.80	10	T8-4'-32w-1st Gen-2lamp-EHS-HLO	65	2,372.37	10	LED Vapor Tight 4ft 40w 4000K 4800lm ATG	40	1,459.92	\$2,452.77	\$105.26
Pool Area - RR/Locker - M	3,649.80	6	T8-4'-32w-1st Gen-2lamp-EHS-NLO	59	1,292.03	6	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	656.96	\$551.08	\$73.26
Pool Area - RR/Locker - W	3,649.80	8	T8-4'-32w-1st Gen-2lamp-EHS-NLO	59	1,722.71	8	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	875.95	\$734.77	\$97.68
Pool Area - Pool Office	3,649.80	4	T8-4'-32w-1st Gen-2lamp-EHS-NLO	59	861.35	4	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	437.98	\$367.38	\$51.60
Pool Area - Main Foyer	8,760.00	2	Exit 15A w/Emergency Light	30	525.60	2	LED Exit Fixture 4w w/Emergency Light Green	4	70.08	\$310.72	\$51.69
Pool Area - Main Foyer	3,649.80	2	T8-4'-32w-1st Gen-2lamp-EHS-NLO	59	430.68	2	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	218.99	\$183.69	\$26.78

AHO: Annual Avg. Hours of Operation

kWh: Annual kiloWatt Hours

Watts: Watts as published by the manufacturer

Materials List for Orangevale Recreation & Park Pool Building



The chart below is a summary of materials required for your retrofit. This table shows wattage, quantity, kWh, and price per unit for all involved materials.

Equipment	Qty	Equipment Cost*	Labor Hrs/Cost*
LED Exit Fixture 4W w/Emergency Light Green	2	\$89.43	0.50/\$59.00
Driver LED T8 1L-2L Espen	24	\$15.63	0.33/\$38.94
LED T8 4' 15w 4000K Espen	48	\$10.61	0.05/\$5.90
Recycle: Fluorescent Lamps 4' or Shorter	68	\$0.70	0.00/\$0.00
Recycle: Non-PCB Ballast from 4' or Shorter	34	\$0.00	0.00/\$0.00
LED Vapor Tight 4ft 40w 4000K 4800lm ATG	10	\$82.60	0.75/\$88.50

* Per Item Cost

Customer Work Order Agreement

By signing this Customer Work Order Agreement ("Agreement"), Customer (the business entity listed above) agrees to the following:

Measures and Incentives:

I have reviewed the Energy Efficiency Upgrade Summary and Report ("Report") provided by the Complete Energy Solutions Program ("Complete Energy Solutions", "CES" or "Program"), a copy of which is attached to this Agreement. I agree that to the best of my knowledge the schedule of operations contained in the Report accurately describes the hours of operation at the facility listed above. I understand that the energy efficiency measures described in the Report represent an estimate of expected energy savings, and that Complete Energy Solutions does not guarantee a specific level of cost savings from the implementation of the proposed energy efficiency measures (collectively, the "Project"). Complete Energy Solutions is implementing the Project on the Customer's behalf. Incentives for energy savings are calculated using the appropriate baseline to exceed California Title 20 and Title 24 standards. New products ordered, purchased or installed prior to 6/1/16 or after 12/31/19 do not qualify for an incentive. Resale products, products leased, rebuilt, rented, received from warranty of insurance claims, exchanged, won as a prize or new parts installed in existing products do not qualify for Incentives. SMUD is not responsible for the economic and technical feasibility, operational capability, and reliability of the Project.

Program Dates:

To be eligible for incentives, all projects must be installed and completed before December 31, 2019. Funding of incentives is distributed on a first-come first-served basis. I have received information about other programs offering rebates or services for measures covered by the Complete Energy Solutions Program.

Project Commitment and Installation Completion Process:

I understand that I must have a signed Site Access Agreement on File to confirm Program Eligibility and a signed Customer Agreement to initiate installation. For each work order, I agree to have Complete Energy Solutions contact (a) participating contractor(s) ("Contractor") who will perform a walk-through inspection, review the scope of the Projects outlined in the Report, and schedule the Project installation at a time that is mutually agreeable to all parties. I understand that the total installed costs for the components of the Project are described in the attached listing of individual work orders. Costs for correcting electrical code violations are not included in the costs quoted above and are not covered by the Program. Any electrical code violations found during the Contractors' inspections or during installation will be cause for the Contractors to stop work on the affected item(s) until such violations are corrected. I understand that the contractor walk-through may result in a Change Order due to specification or electrical code violations and that I will be notified and approve of any cost adjustments before additional work is completed.

I will sign an agreement with each Contractor, which shall be solely between the Contractor and Customer, for the out-of-pocket portion of the Project costs. I understand that Complete Energy Solutions will provide a rebate, detailed in the work order listing, to offset the cost of the Project installations, and the rebate can be paid directly to the Contractors. I understand that I am responsible for paying the balance of the agreed-to contract price after rebate payment and that payment is due to the Contractor upon completion of the individual work order. By enrolling in the Program, I agree not to seek reimbursement from any other energy efficiency program for the same measures rebated under other programs. I understand that I am responsible for reimbursing the CES Program should I receive other incentive payments for the same installations. At the completion of the project, I agree to sign the Customer Acceptance/Project Completion Form presented by the contractor on Ecology Action's behalf.

The value of Incentives and direct installations is taxable. Implementer will report incentives and direct installations greater than \$600 to the IRS unless you are exempt. Please consult your tax advisor concerning the taxability of incentives. The Customer, not the implementer, is responsible for any taxes imposed as a result of your receipt of Incentives from this Program. Form 1099 will be issued for the Customer, regardless of who the payee is, because the Customer receives the benefits of the Incentives.

Customers receiving the SMUD Business Electricity Reports may see a change in the energy efficiency recommendations in future reports due to Ecology Action updating your business profile. Updating your business profile helps SMUD provide more relevant information in future reports.

Customer Approval

Orangevale Recreation & Park Pool

Building



I have read and understood the Terms and Conditions. I certify that the information I have provided is true and correct.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

I agree to reassign my rebate to the contractor.

As shown on the Opportunity At-A-Glance page, customer Out of Pocket Cost is \$4,417.34.

Customer:

Customer Representative: Greg Foell
6826 Hazel Ave
Orangevale, CA 95662
Email: greg@ovparks.com

SMUD Complete Energy Solutions

Program Representative: Dan Van Stekelenburg
Ecology Action
877 Cedar Street, Suite 240
Santa Cruz, CA 95060
Mobile: +1 9163208203
Fax: (831) 427-1368
Email: dvan@ecoact.org

Customer Representative's Title

Program Representative's Printed Name

Customer Representative's Printed Name

Program Representative's Signature

Customer Representative's Signature

Date

Date

Energy Efficiency Proposal for Orangevale Community Park 7301 Filbert Ave



Greg Foell
Orangevale Community Park 7301 Filbert Ave
7301 Filbert Ave
, CA 95662

Greetings Greg,

As an environmental leader in your community, your business is a great example of doing what's right. Participating in this utility-sponsored program is just another way for you to continue to be recognized for running a sustainable and earth-friendly business. In simple language, the following personalized proposal shows the value that an energy retrofit brings to you, to your business, and to the planet.

My job is to make sure that business owners like you get the energy efficiency guidance they need in a way that makes being energy efficient easy for them. I'm available at your convenience to review the details of this proposal and to answer any questions you might have. I'm looking forward to your approval to begin work on this project immediately.

Sincerely,

Dan Van Stekelenburg



Dan Van Stekelenburg

(916) 320-8203
dvan@ecoact.org



Gene Thomas

Senior Installation Manager
(831) 295-5483
gthomas@ecoact.org

Opportunity At-A-Glance for Orangevale Community Park 7301 Filbert Ave



Your new, average monthly savings after upgrades

\$14/month

Orangevale Community Park 7301 Filbert Ave Cost Summary

Installation Cost <small>(labor, materials and recycling)</small>	\$3,468.66
Project Management Fee	Waived
Rebate	-\$181.61
% of Project Covered by Rebate	5%
Net Project Cost	\$3,287.05
Simple Payback	20.16 Years
Simple Payback without Rebate	21.27 Years

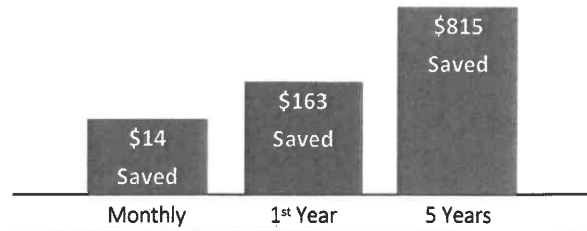
Orangevale Community Park 7301 Filbert Ave

Project Impact Page



Your Long-term Savings

Timeframe	Estimated Savings	kWh
Monthly	\$13.59	110.47
1 st Year	\$163.05	1,325.61
5 Years	\$815.25	6,628



Your Energy Efficient Measures

Work Order	Materials	Labor	Fees	Rebate	Customer Cost
Orangevale Community Park 7301 Filbert Ave	\$1,841.44	\$1,627.22	\$0.00	\$181.61	\$3,287.05
TOTAL	\$1,841.44	\$1,627.22	\$0.00	\$181.61	\$3,287.05

Environmental Benefits

By implementing the measures outlined in this proposal, you will:

<p>Remove</p> <p>0.13</p> <p>passenger vehicles from the road</p>	<p>Save</p> <p>1,325.61 kWh</p> <p>which reduces your CO₂ emissions</p>	<p>Sequester the equivalent of</p> <p>1.95</p> <p>acres of forest</p>
---	--	---

The project cost is based on current equipment prices and rebate levels and is valid for a period of 14 days from the date presented.

*Note - Savings are estimated using standard engineering calculations and are based on the hours of operation as described to the surveyor. Depending on actual usage as well as changes in your electric utility rate, your savings may be higher or lower. The savings indicated above are NOT guaranteed. Construction costs may vary slightly depending on fixture quantities and unforeseen conditions.

**Note - Based on DEER property type and measure savings values from the CPUC, this project is deemed to deliver 1,325.61 kWh and 0.16 kW. The rebate offered for the project is calculated based on the deemed savings values.

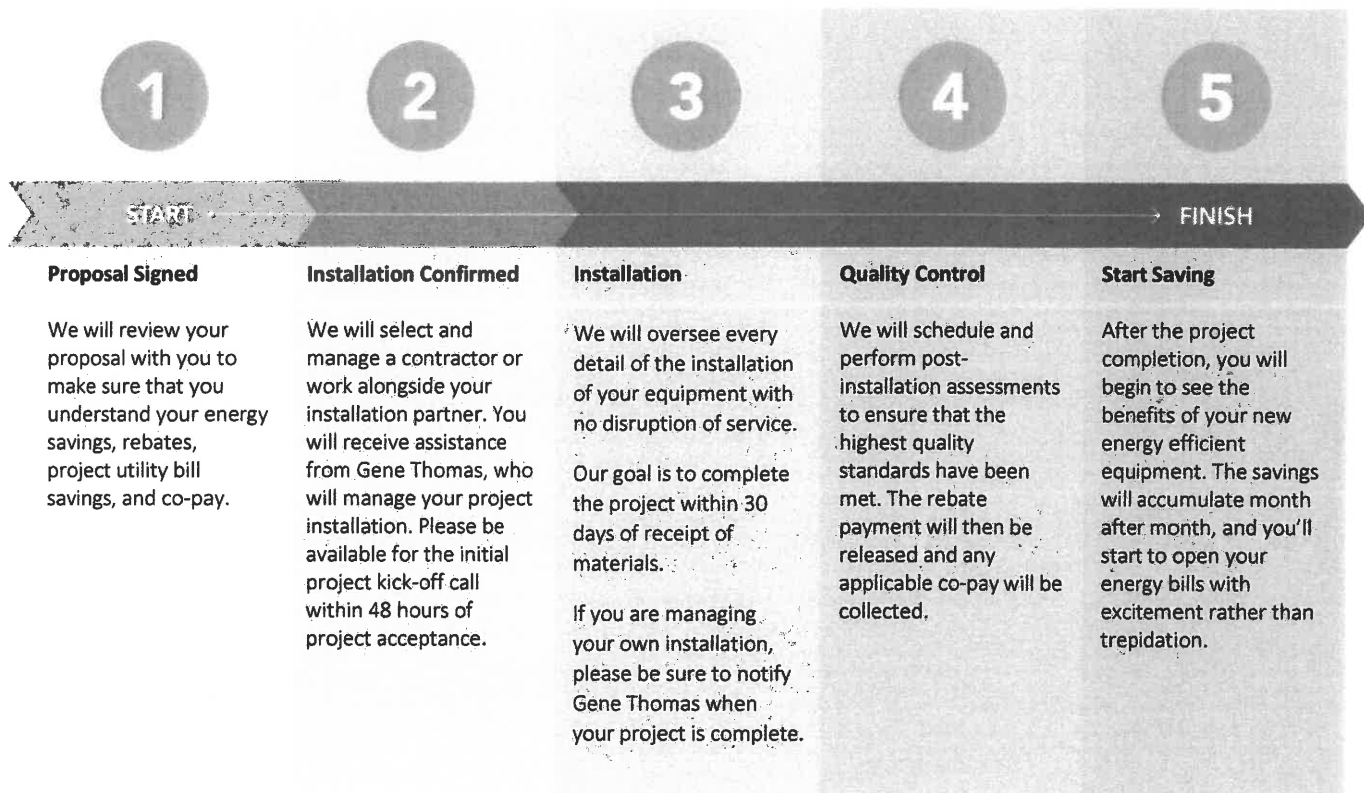
Orangevale Community Park 7301 Filbert Ave

Project Agreement Page



Your Project Schedule

Through this energy efficiency program, the entire process is managed for you including the assessment, installation and rebate processing. *It really is that simple.*



Recommendations & Savings Checklist for Orangevale Community Park 7301 Filbert Ave



Area	AHO	Existing Equipment				Recommended Upgrade: Lighting					
		Qty	Description	Watts	kWh	Qty	Description	Watts	kWh	Cost Without Rebate	Estimated Savings
Oak and Filbert Restrooms	1,824.90	2	T8-4'-32w-1st Gen-2lamp-EHS-HLO	65	237.24	2	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	109.49	\$179.42	\$17.60
Oak and Filbert Restrooms	1,094.94	6	CFL 42W Lamp Existing	42	275.92	6	LED Wall Pack 28w 5000K Full Throw ATG	29	190.52	\$1,128.10	\$16.50
Horse Area Restrooms	1,824.90	3	T8-4'-32w-1st Gen-2lamp-EHS-HLO	65	355.86	3	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	164.24	\$269.14	\$26.40
Horse Area Restrooms	1,094.94	2	CFL 42W Lamp Existing	42	91.97	2	LED Wall Pack 28w 5000K Full Throw ATG	29	63.51	\$376.03	\$3.50
Horse Area Restrooms	1,094.94	4	HPS 250w 1L	295	1,292.03	4	LED Flood 100w (250-400w HID) 5000K Slipfitter ATG	100	437.98	\$1,515.97	\$105.05

AHO: Annual Avg. Hours of Operation

kWh: Annual kiloWatt Hours

Watts: Watts as published by the manufacturer

Materials List for Orangevale Community Park 7301 Filbert Ave



The chart below is a summary of materials required for your retrofit. This table shows wattage, quantity, kWh, and price per unit for all involved materials.

Equipment	Qty	Equipment Cost*	Labor Hrs/Cost*
Driver LED T8 1L-2L Espen	5	\$16.91	0.33/\$38.94
LED T8 4' 15w 4000K Espen	10	\$8.98	0.05/\$5.90
Recycle: Non-PCB Ballast from 4' or Shorter	5	\$0.00	0.00/\$0.00
Recycle: Fluorescent Lamps 4' or Shorter	10	\$0.70	0.00/\$0.00
LED Wall Pack 28w 5000K Full Throw ATG	8	\$91.43	0.75/\$88.50
CFL 42W Lamp Existing	8	\$0.00	0.00/\$0.00
Recycle: CFL Screw-in	8	\$1.00	0.00/\$0.00
LED Flood 100w (250-400w HID) 5000K Slipfitter ATG	4	\$195.00	1.00/\$118.00
Recycle: Ballast from HID	4	\$0.00	0.00/\$0.00
Recycle: HID Lamps	4	\$2.50	0.00/\$0.00

* Per Item Cost

Customer Work Order Agreement

By signing this Customer Work Order Agreement ("Agreement"), Customer (the business entity listed above) agrees to the following:

Measures and Incentives:

I have reviewed the Energy Efficiency Upgrade Summary and Report ("Report") provided by the Complete Energy Solutions Program ("Complete Energy Solutions", "CES" or "Program"), a copy of which is attached to this Agreement. I agree that to the best of my knowledge the schedule of operations contained in the Report accurately describes the hours of operation at the facility listed above. I understand that the energy efficiency measures described in the Report represent an estimate of expected energy savings, and that Complete Energy Solutions does not guarantee a specific level of cost savings from the implementation of the proposed energy efficiency measures (collectively, the "Project"). Complete Energy Solutions is implementing the Project on the Customer's behalf. Incentives for energy savings are calculated using the appropriate baseline to exceed California Title 20 and Title 24 standards. New products ordered, purchased or installed prior to 6/1/16 or after 12/31/19 do not qualify for an incentive. Resale products, products leased, rebuilt, rented, received from warranty of insurance claims, exchanged, won as a prize or new parts installed in existing products do not qualify for Incentives. SMUD is not responsible for the economic and technical feasibility, operational capability, and reliability of the Project.

Program Dates:

To be eligible for incentives, all projects must be installed and completed before December 31, 2019. Funding of incentives is distributed on a first-come first-served basis. I have received information about other programs offering rebates or services for measures covered by the Complete Energy Solutions Program.

Project Commitment and Installation Completion Process:

I understand that I must have a signed Site Access Agreement on File to confirm Program Eligibility and a signed Customer Agreement to initiate installation. For each work order, I agree to have Complete Energy Solutions contact (a) participating contractor(s) ("Contractor") who will perform a walk-through inspection, review the scope of the Projects outlined in the Report, and schedule the Project installation at a time that is mutually agreeable to all parties. I understand that the total installed costs for the components of the Project are described in the attached listing of individual work orders. Costs for correcting electrical code violations are not included in the costs quoted above and are not covered by the Program. Any electrical code violations found during the Contractors' inspections or during installation will be cause for the Contractors to stop work on the affected item(s) until such violations are corrected. I understand that the contractor walk-through may result in a Change Order due to specification or electrical code violations and that I will be notified and approve of any cost adjustments before additional work is completed.

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Customers receiving the SMUD Business Electricity Reports may see a change in the energy efficiency recommendations in future reports due to Ecology Action updating your business profile. Updating your business profile helps SMUD provide more relevant information in future reports.

Customer Approval
Orangevale Community Park 7301
Filbert Ave



I have read and understood the Terms and Conditions. I certify that the information I have provided is true and correct.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

I agree to reassign my rebate to the contractor.

As shown on the Opportunity At-A-Glance page, customer Out of Pocket Cost is \$3,287.05.

Customer:

Customer Representative: Greg Foell
6826 Hazel Ave
Orangevale, CA 95662
Email: greg@ovparks.com

SMUD Complete Energy Solutions

Program Representative: Dan Van Stekelenburg
Ecology Action
877 Cedar Street, Suite 240
Santa Cruz, CA 95060
Mobile: +1 9163208203
Fax: (831) 427-1368
Email: dvan@ecoact.org

Customer Representative's Title

Program Representative's Printed Name

Customer Representative's Printed Name

Program Representative's Signature

Customer Representative's Signature

Date

Date

Energy Efficiency Proposal for Orangevale Youth Center



Greg Foell
Orangevale Youth Center
6745 Hazel Ave
Orangevale, CA 95662

Greetings Greg,

As an environmental leader in your community, your business is a great example of doing what’s right. Participating in this utility-sponsored program is just another way for you to continue to be recognized for running a sustainable and earth-friendly business. In simple language, the following personalized proposal shows the value that an energy retrofit brings to you, to your business, and to the planet.

My job is to make sure that business owners like you get the energy efficiency guidance they need in a way that makes being energy efficient easy for them. I’m available at your convenience to review the details of this proposal and to answer any questions you might have. I’m looking forward to your approval to begin work on this project immediately.

Sincerely,

Dan Van Stekelenburg



Dan Van Stekelenburg

(916) 320-8203
dvan@ecoact.org



Gene Thomas
Senior Installation Manager
(831) 295-5483
gthomas@ecoact.org

Opportunity At-A-Glance for Orangevale Youth Center



Your new, average monthly savings after upgrades

\$21/month

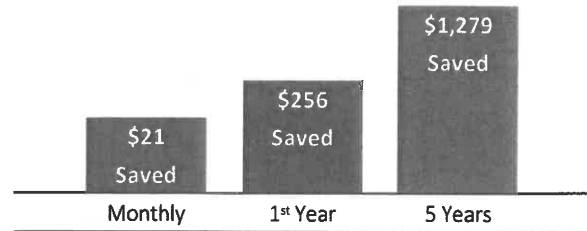
Orangevale Youth Center Cost Summary	
Installation Cost <small>(labor, materials and recycling)</small>	\$2,428.55
Project Management Fee	Waived
Rebate	-\$284.82
% of Project Covered by Rebate	12%
Net Project Cost	\$2,143.73
Simple Payback	8.38 Years
Simple Payback without Rebate	9.50 Years

Orangevale Youth Center Project Impact Page



Your Long-term Savings

Timeframe	Estimated Savings	kWh
Monthly	\$21.31	173.25
1 st Year	\$255.72	2,079.02
5 Years	\$1,278.60	10,395






Your Energy Efficient Measures

Work Order	Materials	Labor	Fees	Rebate	Customer Cost.
Orangevale Youth Center 1 MLTG	\$1,035.15	\$1,393.40	\$0.00	\$284.82	\$2,143.73
TOTAL	\$1,035.15	\$1,393.40	\$0.00	\$284.82	\$2,143.73

Environmental Benefits

By implementing the measures outlined in this proposal, you will:

<p>Remove</p>  <p>0.21</p> <p>passenger vehicles from the road</p>	<p>Save</p>  <p>2,079.02 kWh</p> <p>which reduces your CO₂ emissions</p>	<p>Sequester the equivalent of</p>  <p>3.06</p> <p>acres of forest</p>
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The project cost is based on current equipment prices and rebate levels and is valid for a period of 14 days from the date presented.

*Note - Savings are estimated using standard engineering calculations and are based on the hours of operation as described to the surveyor. Depending on actual usage as well as changes in your electric utility rate, your savings may be higher or lower. The savings indicated above are NOT guaranteed. Construction costs may vary slightly depending on fixture quantities and unforeseen conditions.

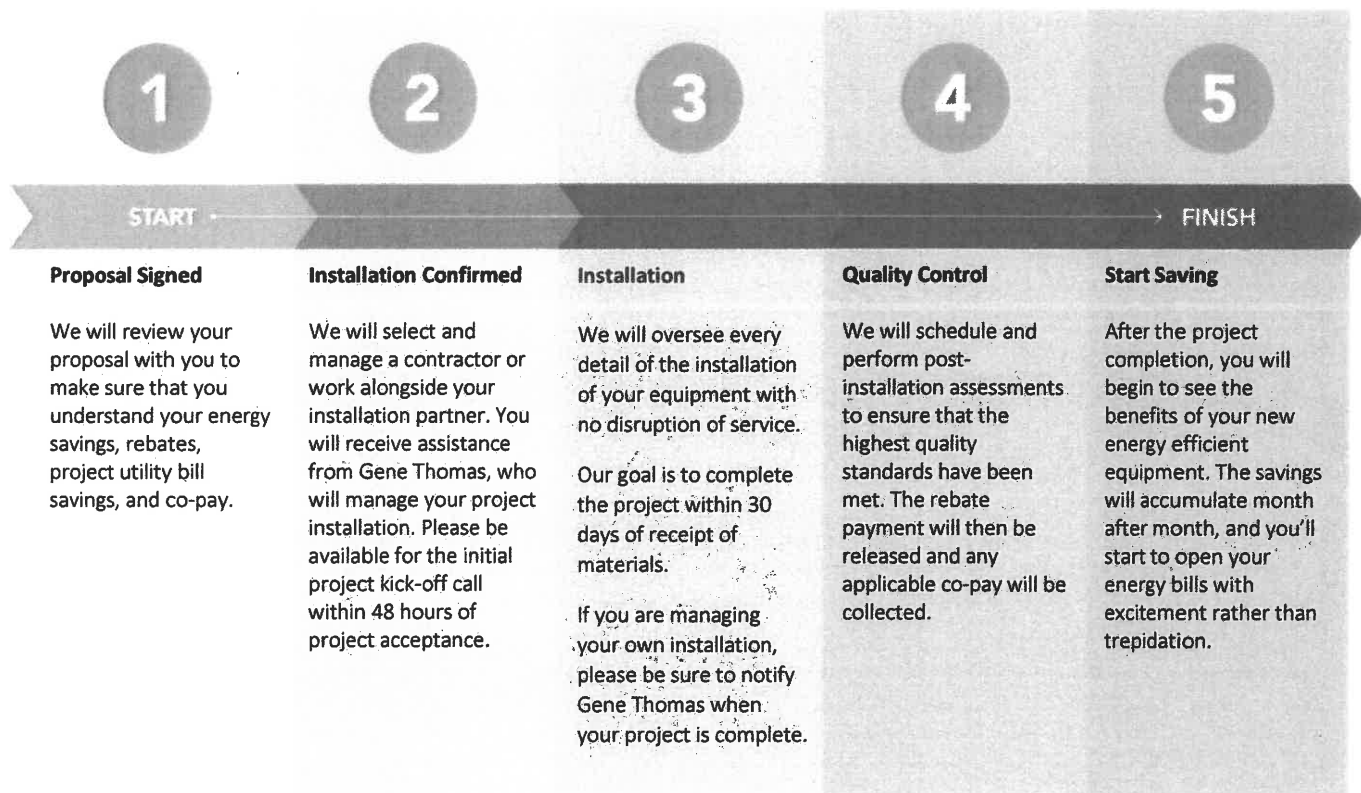
**Note - Based on DEER property type and measure savings values from the CPUC, this project is deemed to deliver 2,079.02 kWh and 0.79 kW. The rebate offered for the project is calculated based on the deemed savings values.

Orangevale Youth Center Project Agreement Page



Your Project Schedule

Through this energy efficiency program, the entire process is managed for you including the assessment, installation and rebate processing. *It really is that simple.*



Recommendations & Savings Checklist for Orangevale Youth Center



Area	AHO	Existing Equipment				Recommended Upgrade: Lighting					
		Qty	Description	Watts	kWh	Qty	Description	Watts	kWh	Cost Without Rebate	Estimated Savings
Main Hall Youth Center	2,085.60	6	T8-4'-32w-1st Gen-2lamp-EI-IS-HLO	65	813.38	6	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	375.41	\$611.34	\$57.64
Store Room Youth Center	2,085.60	2	T8-4'-32w-1st Gen-2lamp-EI-IS-HLO	65	271.13	2	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	125.14	\$179.42	\$19.21
Kitchen Youth Center	2,085.60	4	T8-4'-32w-1st Gen-2lamp-EI-IS-HLO	65	542.26	4	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	250.27	\$358.85	\$38.43
Field Shop Office	2,085.60	5	T8-4'-32w-1st Gen-3lamp-EI-RS-HLO	98	1,021.94	5	LED T8 Type C 4' 15w 3Lamp 4000K Espen	45	469.26	\$577.89	\$72.74
Shop	2,085.60	6	T8-4'-32w-1st Gen-2lamp-EI-IS-HLO	65	813.38	6	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	375.41	\$611.34	\$57.64
Shop Restroom	2,085.60	1	T8-4'-32w-1st Gen-2lamp-EI-IS-HLO	65	135.56	1	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	62.57	\$89.71	\$10.06

AHO: Annual Avg. Hours of Operation

kWh: Annual kiloWatt Hours

Watts: Watts as published by the manufacturer

Materials List for Orangevale Youth Center



The chart below is a summary of materials required for your retrofit. This table shows wattage, quantity, kWh, and price per unit for all involved materials.

Equipment	Qty	Equipment Cost*	Labor Hrs/Cost*
Driver LED T8 1L-2L Espen	19	\$16.91	0.33/\$38.94
LED T8 4' 15w 4000K Espen	53	\$8.98	0.05/\$5.90
Recycle: Non-PCB Ballast from 4' or Shorter	24	\$0.00	0.00/\$0.00
Recycle: Fluorescent Lamps 4' or Shorter	53	\$0.70	0.00/\$0.00
Driver LED T8 3L-4L Espen	5	\$25.81	0.33/\$38.94

* Per Item Cost

Customer Work Order Agreement

By signing this Customer Work Order Agreement ("Agreement"), Customer (the business entity listed above) agrees to the following:

Measures and Incentives:

I have reviewed the Energy Efficiency Upgrade Summary and Report ("Report") provided by the Complete Energy Solutions Program ("Complete Energy Solutions", "CES" or "Program"), a copy of which is attached to this Agreement. I agree that to the best of my knowledge the schedule of operations contained in the Report accurately describes the hours of operation at the facility listed above. I understand that the energy efficiency measures described in the Report represent an estimate of expected energy savings, and that Complete Energy Solutions does not guarantee a specific level of cost savings from the implementation of the proposed energy efficiency measures (collectively, the "Project"). Complete Energy Solutions is implementing the Project on the Customer's behalf. Incentives for energy savings are calculated using the appropriate baseline to exceed California Title 20 and Title 24 standards. New products ordered, purchased or installed prior to 6/1/16 or after 12/31/19 do not qualify for an incentive. Resale products, products leased, rebuilt, rented, received from warranty of insurance claims, exchanged, won as a prize or new parts installed in existing products do not qualify for Incentives. SMUD is not responsible for the economic and technical feasibility, operational capability, and reliability of the Project.

Program Dates:

To be eligible for incentives, all projects must be installed and completed before December 31, 2019. Funding of incentives is distributed on a first-come first-served basis. I have received information about other programs offering rebates or services for measures covered by the Complete Energy Solutions Program.

Project Commitment and Installation Completion Process:

I understand that I must have a signed Site Access Agreement on File to confirm Program Eligibility and a signed Customer Agreement to initiate installation. For each work order, I agree to have Complete Energy Solutions contact (a) participating contractor(s) ("Contractor") who will perform a walk-through inspection, review the scope of the Projects outlined in the Report, and schedule the Project installation at a time that is mutually agreeable to all parties. I understand that the total installed costs for the components of the Project are described in the attached listing of individual work orders. Costs for correcting electrical code violations are not included in the costs quoted above and are not covered by the Program. Any electrical code violations found during the Contractors' inspections or during installation will be cause for the Contractors to stop work on the affected item(s) until such violations are corrected. I understand that the contractor walk-through may result in a Change Order due to specification or electrical code violations and that I will be notified and approve of any cost adjustments before additional work is completed.

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The value of Incentives and direct installations is taxable. Implementer will report incentives and direct installations greater than \$600 to the IRS unless you are exempt. Please consult your tax advisor concerning the taxability of incentives. The Customer, not the implementer, is responsible for any taxes imposed as a result of your receipt of Incentives from this Program. Form 1099 will be issued for the Customer, regardless of who the payee is, because the Customer receives the benefits of the Incentives.

Customers receiving the SMUD Business Electricity Reports may see a change in the energy efficiency recommendations in future reports due to Ecology Action updating your business profile. Updating your business profile helps SMUD provide more relevant information in future reports.

Customer Approval

Orangevale Youth Center



I have read and understood the Terms and Conditions. I certify that the information I have provided is true and correct.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

I agree to reassign my rebate to the contractor.

As shown on the Opportunity At-A-Glance page, customer Out of Pocket Cost is \$2,143.73.

Customer:

Customer Representative: Greg Foell
6826 Hazel Ave
Orangevale, CA 95662
Email: greg@ovparks.com

SMUD Complete Energy Solutions

Program Representative: Dan Van Stekelenburg
Ecology Action
877 Cedar Street, Suite 240
Santa Cruz, CA 95060
Mobile: +1 9163208203
Fax: (831) 427-1368
Email: dvan@ecoact.org

Customer Representative's Title

Program Representative's Printed Name

Customer Representative's Printed Name

Program Representative's Signature

Customer Representative's Signature

Date

Date

Energy Efficiency Proposal for Orangevale Youth Center



Greg Foell
Orangevale Youth Center
6745 Hazel Ave
Orangevale, CA 95662

Greetings Greg,

As an environmental leader in your community, your business is a great example of doing what's right. Participating in this utility-sponsored program is just another way for you to continue to be recognized for running a sustainable and earth-friendly business. In simple language, the following personalized proposal shows the value that an energy retrofit brings to you, to your business, and to the planet.

My job is to make sure that business owners like you get the energy efficiency guidance they need in a way that makes being energy efficient easy for them. I'm available at your convenience to review the details of this proposal and to answer any questions you might have. I'm looking forward to your approval to begin work on this project immediately.

Sincerely,

Dan Van Stekelenburg



Dan Van Stekelenburg

(916) 320-8203
dvan@ecoact.org



Gene Thomas

Senior Installation Manager
(831) 295-5483
gthomas@ecoact.org

Opportunity At-A-Glance for Orangevale Youth Center



Your new, average monthly savings after upgrades

\$20/month

Orangevale Youth Center Cost Summary	
Installation Cost <small>(labor, materials and recycling)</small>	\$1,824.52
Project Management Fee	Waived
Rebate	-\$268.30
% of Project Covered by Rebate	15%
Net Project Cost	\$1,556.22
Simple Payback	6.46 Years
Simple Payback without Rebate	7.57 Years

Orangevale Youth Center Project Impact Page



Your Long-term Savings

Timeframe	Estimated Savings	kWh
Monthly	\$20.07	163.20
1 st Year	\$240.88	1,958.34
5 Years	\$1,204.40	9,792






Your Energy Efficient Measures

Work Order	Materials	Labor	Fees	Rebate	Customer Cost
Orangevale Youth Center 2 MLTG	\$848.66	\$975.86	\$0.00	\$268.30	\$1,556.22
TOTAL	\$848.66	\$975.86	\$0.00	\$268.30	\$1,556.22

Environmental Benefits

By implementing the measures outlined in this proposal, you will:

<p>Remove</p>  <p>0.20</p> <p>passenger vehicles from the road</p>	<p>Save</p>  <p>1,958.34 kWh</p> <p>which reduces your CO₂ emissions</p>	<p>Sequester the equivalent of</p>  <p>2.88</p> <p>acres of forest</p>
---	--	---

The project cost is based on current equipment prices and rebate levels and is valid for a period of 14 days from the date presented.

*Note - Savings are estimated using standard engineering calculations and are based on the hours of operation as described to the surveyor. Depending on actual usage as well as changes in your electric utility rate, your savings may be higher or lower. The savings indicated above are NOT guaranteed. Construction costs may vary slightly depending on fixture quantities and unforeseen conditions.

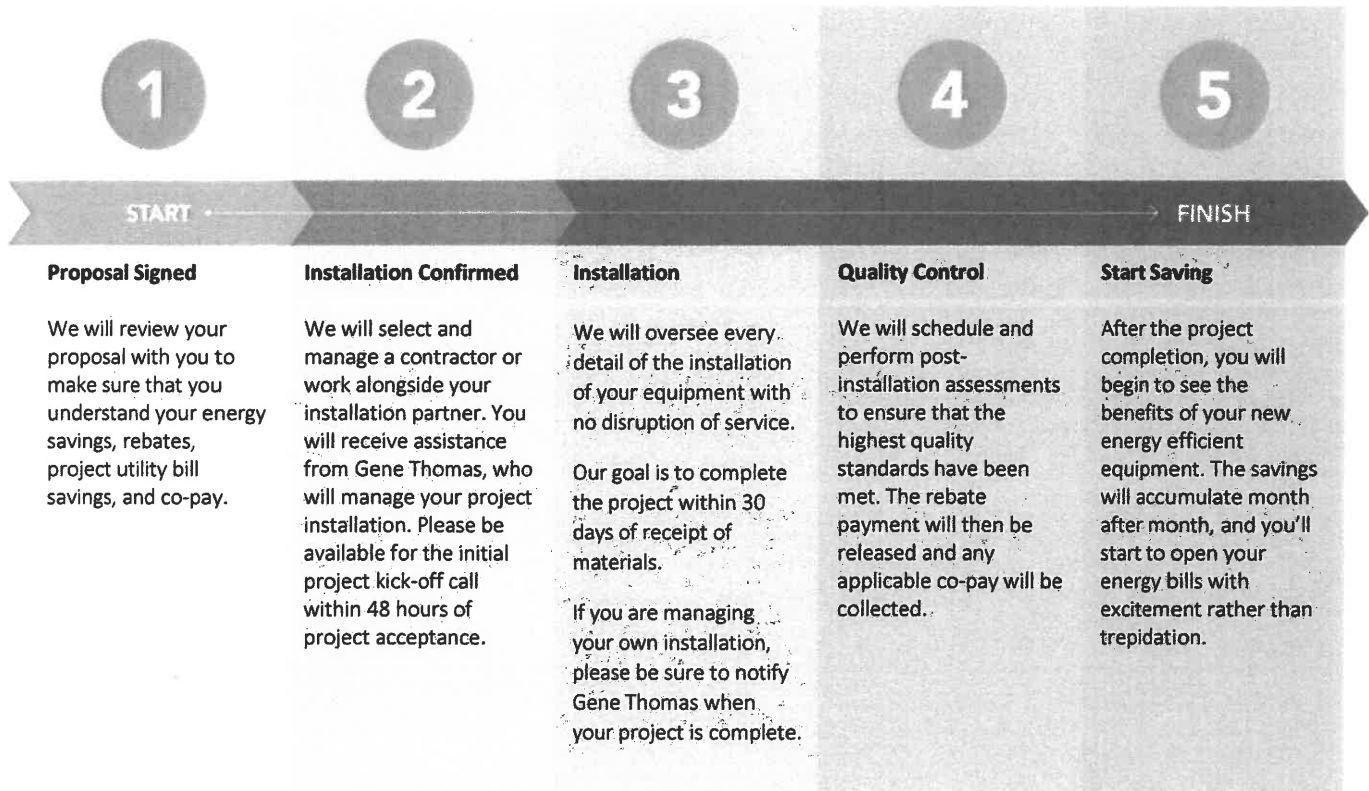
**Note - Based on DEER property type and measure savings values from the CPUC, this project is deemed to deliver 1,958.34 kWh and 0.42 kW. The rebate offered for the project is calculated based on the deemed savings values.

Orangevale Youth Center Project Agreement Page



Your Project Schedule

Through this energy efficiency program, the entire process is managed for you including the assessment, installation and rebate processing. *It really is that simple.*



Recommendations & Savings Checklist for Orangevale Youth Center



Area	AHO	Existing Equipment				Recommended Upgrade: Lighting					
		Qty	Description	Watts	kWh	Qty	Description	Watts	kWh	Cost Without Rebate	Estimated Savings
Kids Corner Wall Packs	4,368.00	3	HPS 70W	95	1,244.88	3	LED Wall Pack 28w 5000K Full Throw ATG	29	380.02	\$568.55	\$106.38
Kids Main & Side Rooms	2,085.60	14	T8-4'-32w-1st Gen-2lamp-EHS-HLO	65	1,897.90	14	LED T8 Type C 4' 15w 2Lamp 4000K - Espen	30	875.95	\$1,255.97	\$134.50

AHO: Annual Avg. Hours of Operation

kWh: Annual kiloWatt Hours

Watts: Watts as published by the manufacturer

Materials List for Orangevale Youth Center



The chart below is a summary of materials required for your retrofit. This table shows wattage, quantity, kWh, and price per unit for all involved materials.

Equipment	Qty	Equipment Cost*	Labor Hrs./Cost*
LED Wall Pack 28w 5000K Full Throw ATG	3	\$91.43	0.75/\$88.50
Recycle: Ballast from HID	3	\$0.00	0.00/\$0.00
Recycle: HID Lamps	3	\$2.50	0.00/\$0.00
Driver LED T8 1L-2L Espen	14	\$16.91	0.33/\$38.94
LED T8 4' 15w 4000K Espen	28	\$8.98	0.05/\$5.90
Recycle: Non-PCB Ballast from 4' or Shorter	14	\$0.00	0.00/\$0.00
Recycle: Fluorescent Lamps 4' or Shorter	28	\$0.70	0.00/\$0.00

* Per Item Cost

Customer Work Order Agreement

By signing this Customer Work Order Agreement ("Agreement"), Customer (the business entity listed above) agrees to the following:

Measures and Incentives:

I have reviewed the Energy Efficiency Upgrade Summary and Report ("Report") provided by the Complete Energy Solutions Program ("Complete Energy Solutions", "CES" or "Program"), a copy of which is attached to this Agreement. I agree that to the best of my knowledge the schedule of operations contained in the Report accurately describes the hours of operation at the facility listed above. I understand that the energy efficiency measures described in the Report represent an estimate of expected energy savings, and that Complete Energy Solutions does not guarantee a specific level of cost savings from the implementation of the proposed energy efficiency measures (collectively, the "Project"). Complete Energy Solutions is implementing the Project on the Customer's behalf. Incentives for energy savings are calculated using the appropriate baseline to exceed California Title 20 and Title 24 standards. New products ordered, purchased or installed prior to 6/1/16 or after 12/31/19 do not qualify for an incentive. Resale products, products leased, rebuilt, rented, received from warranty of insurance claims, exchanged, won as a prize or new parts installed in existing products do not qualify for Incentives. SMUD is not responsible for the economic and technical feasibility, operational capability, and reliability of the Project.

Program Dates:

To be eligible for incentives, all projects must be installed and completed before December 31, 2019. Funding of incentives is distributed on a first-come first-served basis. I have received information about other programs offering rebates or services for measures covered by the Complete Energy Solutions Program.

Project Commitment and Installation Completion Process:

I understand that I must have a signed Site Access Agreement on File to confirm Program Eligibility and a signed Customer Agreement to initiate installation. For each work order, I agree to have Complete Energy Solutions contact (a) participating contractor(s) ("Contractor") who will perform a walk-through inspection, review the scope of the Projects outlined in the Report, and schedule the Project installation at a time that is mutually agreeable to all parties. I understand that the total installed costs for the components of the Project are described in the attached listing of individual work orders. Costs for correcting electrical code violations are not included in the costs quoted above and are not covered by the Program. Any electrical code violations found during the Contractors' inspections or during installation will be cause for the Contractors to stop work on the affected item(s) until such violations are corrected. I understand that the contractor walk-through may result in a Change Order due to specification or electrical code violations and that I will be notified and approve of any cost adjustments before additional work is completed.

I will sign an agreement with each Contractor, which shall be solely between the Contractor and Customer, for the out-of-pocket portion of the Project costs. I understand that Complete Energy Solutions will provide a rebate, detailed in the work order listing, to offset the cost of the Project installations, and the rebate can be paid directly to the Contractors. I understand that I am responsible for paying the balance of the agreed-to contract price after rebate payment and that payment is due to the Contractor upon completion of the individual work order. By enrolling in the Program, I agree not to seek reimbursement from any other energy efficiency program for the same measures rebated under other programs. I understand that I am responsible for reimbursing the CES Program should I receive other incentive payments for the same installations. At the completion of the project, I agree to sign the Customer Acceptance/Project Completion Form presented by the contractor on Ecology Action's behalf.

The value of Incentives and direct installations is taxable. Implementer will report incentives and direct installations greater than \$600 to the IRS unless you are exempt. Please consult your tax advisor concerning the taxability of incentives. The Customer, not the implementer, is responsible for any taxes imposed as a result of your receipt of Incentives from this Program. Form 1099 will be issued for the Customer, regardless of who the payee is, because the Customer receives the benefits of the Incentives.

Customers receiving the SMUD Business Electricity Reports may see a change in the energy efficiency recommendations in future reports due to Ecology Action updating your business profile. Updating your business profile helps SMUD provide more relevant information in future reports.

Customer Approval

Orangevale Youth Center



I have read and understood the Terms and Conditions. I certify that the information I have provided is true and correct.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

I agree to reassign my rebate to the contractor.

As shown on the Opportunity At-A-Glance page, customer Out of Pocket Cost is \$1,556.22.

Customer:

Customer Representative: Greg Foell
6826 Hazel Ave
Orangevale, CA 95662
Email: greg@ovparks.com

SMUD Complete Energy Solutions

Program Representative: Dan Van Stekelenburg
Ecology Action
877 Cedar Street, Suite 240
Santa Cruz, CA 95060
Mobile: +1 9163208203
Fax: (831) 427-1368
Email: dvan@ecoact.org

Customer Representative's Title

Program Representative's Printed Name

Customer Representative's Printed Name

Program Representative's Signature

Customer Representative's Signature

Date

Date

Energy Efficiency Proposal for Orangevale Youth Center



Greg Foell
Orangevale Youth Center
6745 Hazel Ave
Orangevale, CA 95662

Greetings Greg,

As an environmental leader in your community, your business is a great example of doing what's right. Participating in this utility-sponsored program is just another way for you to continue to be recognized for running a sustainable and earth-friendly business. In simple language, the following personalized proposal shows the value that an energy retrofit brings to you, to your business, and to the planet.

My job is to make sure that business owners like you get the energy efficiency guidance they need in a way that makes being energy efficient easy for them. I'm available at your convenience to review the details of this proposal and to answer any questions you might have. I'm looking forward to your approval to begin work on this project immediately.

Sincerely,

Dan Van Stekelenburg



Dan Van Stekelenburg

(916) 320-8203
dvan@ecoact.org



Gene Thomas

Senior Installation Manager
(831) 295-5483
gthomas@ecoact.org

Opportunity At-A-Glance for Orangevale Youth Center



Your new, average monthly savings after upgrades

\$14/month

Orangevale Youth Center Cost Summary

Installation Cost <small>(labor, materials and recycling)</small>	\$807.41
Project Management Fee	Waived
Rebate	-\$181.60
% of Project Covered by Rebate	22%
Net Project Cost	\$625.81
Simple Payback	3.84 Years
Simple Payback without Rebate	4.95 Years

Orangevale Youth Center Project Impact Page



Your Long-term Savings

Timeframe	Estimated Savings	kWh
Monthly	\$13.59	110.46
1 st Year	\$163.05	1,325.57
5 Years	\$815.25	6,628




Your Energy Efficient Measures

Work Order	Materials	Labor	Fees	Rebate	Customer Cost
Orangevale Youth Center 3 MLTG	\$350.75	\$456.66	\$0.00	\$181.60	\$625.81
TOTAL	\$350.75	\$456.66	\$0.00	\$181.60	\$625.81

Environmental Benefits

By implementing the measures outlined in this proposal, you will:

<p>Remove</p>  <p>0.13</p> <p>passenger vehicles from the road</p>	<p>Save</p>  <p>1,325.57 kWh</p> <p>which reduces your CO₂ emissions</p>	<p>Sequester the equivalent of</p>  <p>1.95</p> <p>acres of forest</p>
---	--	---

The project cost is based on current equipment prices and rebate levels and is valid for a period of 14 days from the date presented.

*Note - Savings are estimated using standard engineering calculations and are based on the hours of operation as described to the surveyor. Depending on actual usage as well as changes in your electric utility rate, your savings may be higher or lower. The savings indicated above are NOT guaranteed. Construction costs may vary slightly depending on fixture quantities and unforeseen conditions.

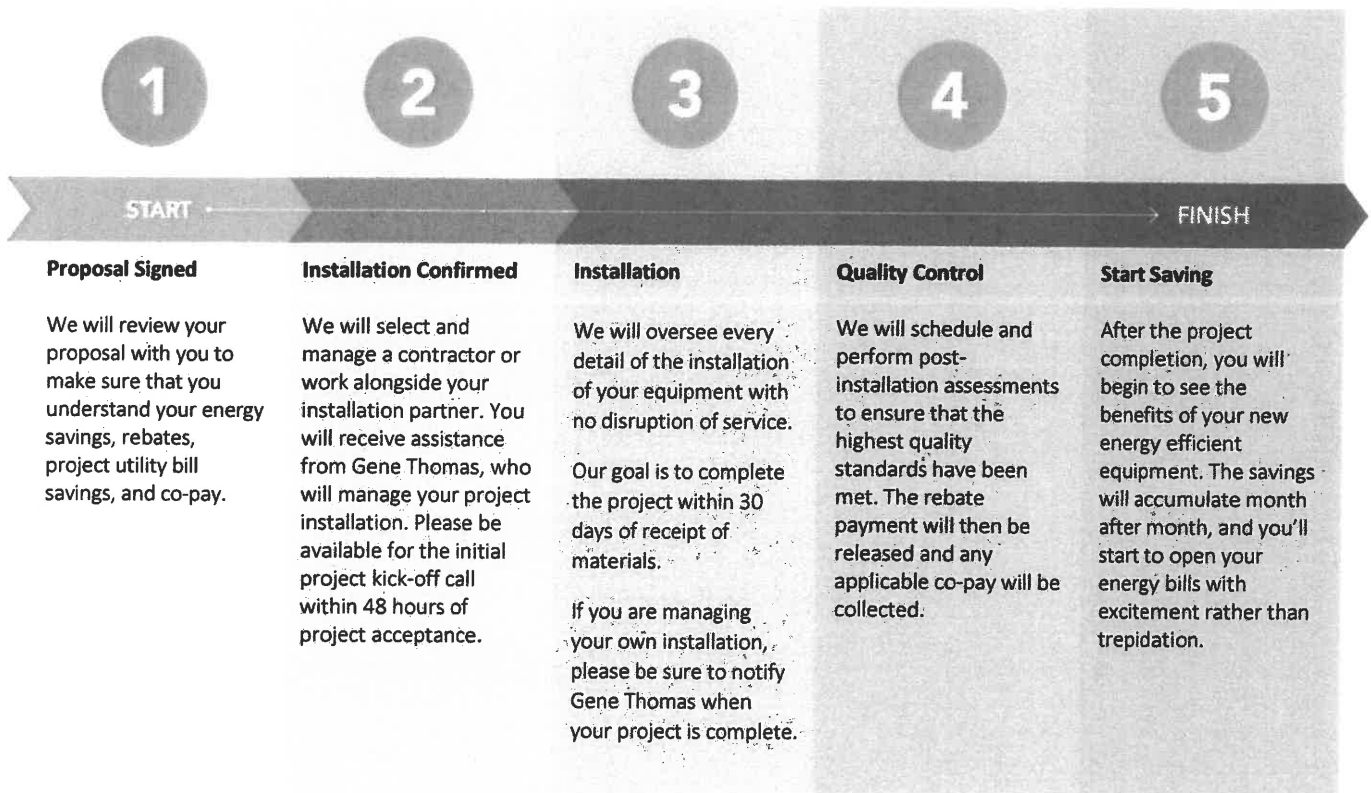
**Note - Based on DEER property type and measure savings values from the CPUC, this project is deemed to deliver 1,325.57 kWh and 0.50 kW. The rebate offered for the project is calculated based on the deemed savings values.

Orangevale Youth Center Project Agreement Page



Your Project Schedule

Through this energy efficiency program, the entire process is managed for you including the assessment, installation and rebate processing. *It really is that simple.*



Recommendations & Savings Checklist for Orangevale Youth Center



Area	AHO	Existing Equipment				Recommended Upgrade: Lighting					
		Qty	Description	Watts	kWh	Qty	Description	Watts	kWh	Cost Without Rebate	Estimated Savings
Kids Garage	2,085.60	1	T12 4' 40S 2L (POU)	96	200.22	1	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	62.57	\$89.71	\$18.12
6745 Ball Field Shack	2,085.60	8	T12 4' 40S 2L (POU)	96	1,601.74	8	LED T8 Type C 4' 15w 2Lamp 4000K Espen	30	500.54	\$717.70	\$144.93

AHO: Annual Avg. Hours of Operation

kWh: Annual kiloWatt Hours

Watts: Watts as published by the manufacturer

Materials List for Orangevale Youth Center



The chart below is a summary of materials required for your retrofit. This table shows wattage, quantity, kWh, and price per unit for all involved materials.

Equipment	Qty	Equipment Cost*	Labor Hrs/Cost*
Driver LED T8 1L-2L Espen	9	\$16.91	0.33/\$38.94
LED T8 4' 15w 4000K Espen	18	\$8.98	0.05/\$5.90
Recycle: Non-PCB Ballast from 4' or Shorter	9	\$0.00	0.00/\$0.00
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* Per Item Cost

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The value of Incentives and direct installations is taxable. Implementer will report incentives and direct installations greater than \$600 to the IRS unless you are exempt. Please consult your tax advisor concerning the taxability of incentives. The Customer, not the implementer, is responsible for any taxes imposed as a result of your receipt of Incentives from this Program. Form 1099 will be issued for the Customer, regardless of who the payee is, because the Customer receives the benefits of the Incentives.

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Customer Approval

Orangevale Youth Center



I have read and understood the Terms and Conditions. I certify that the information I have provided is true and correct.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

I agree to reassign my rebate to the contractor.

As shown on the Opportunity At-A-Glance page, customer Out of Pocket Cost is \$625.81.

Customer:

Customer Representative: Greg Foell
6826 Hazel Ave
Orangevale, CA 95662
Email: greg@ovparks.com

SMUD Complete Energy Solutions

Program Representative: Dan Van Stekelenburg
Ecology Action
877 Cedar Street, Suite 240
Santa Cruz, CA 95060
Mobile: +1 9163208203
Fax: (831) 427-1368
Email: dvan@ecoact.org

Customer Representative's Title

Program Representative's Printed Name

Customer Representative's Printed Name

Program Representative's Signature

Customer Representative's Signature

Date

Date



Energy Efficiency Proposal

Prepared For:

Orangevale Recreation & Park District

6826 Hazel Avenue
Orangevale CA 95662

Consultant: Mike Grosberg

June 25, 2019

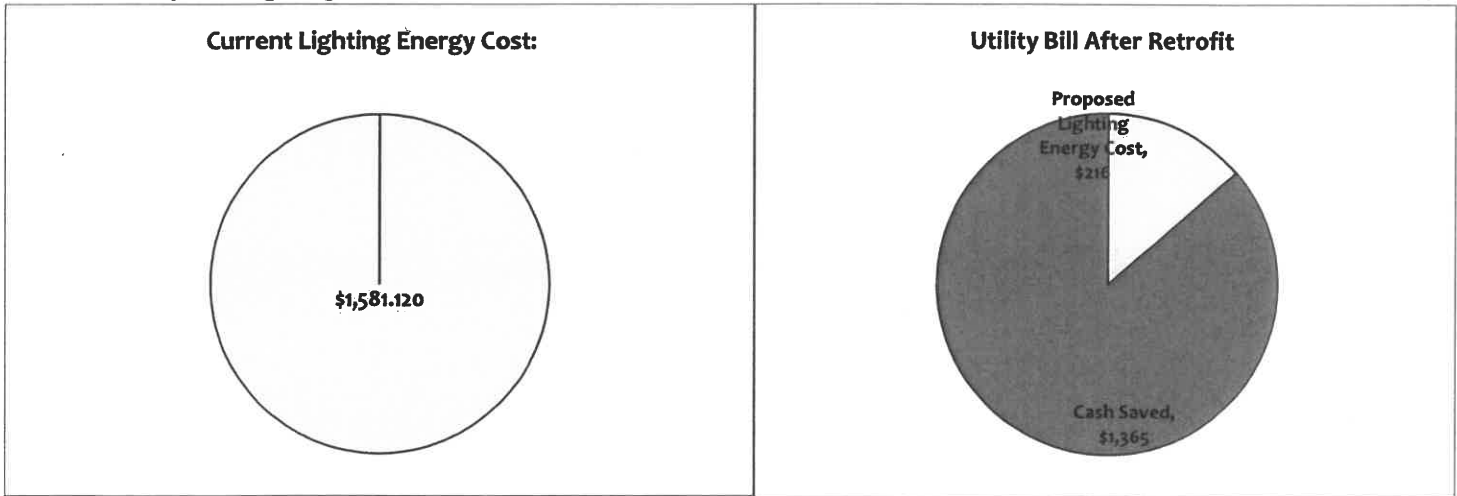
Off: 916-333-1422 Fax: 916-333-1647 email: mgrosberg@greenenergyproducts.org

Green Energy Products
1500 W El Camino #353
Sacramento CA, 95833

Orangevale Recreation & Park District Usage Summary



Quantity of Fixtures Surveyed			8
Quantity of Recommended Modifications			8
Current Lighting Energy Consumption: kWh			10,541
Current Lighting Energy Cost:	0.150 per kWh	\$	1,581
Current Lighting Load: kW			8.78
Proposed Energy Consumption: kWh			1,440
Proposed Lighting Energy Cost:	0.150 per kWh	\$	216
Proposed Lighting Load: kW			2.40



Orangevale Recreation & Park District

Economic Summary



Energy Savings Analyses

Annual Energy Savings: kWh		9,101
Estimated Annual Savings		
Lighting Energy Savings	\$	1,365.12
Air Conditioning Savings*	\$	-
Maintenance Savings*	\$	-
Total Annual Savings	\$	1,365.12
Total Monthly Savings	\$	113.76
Energy Avoidance %		86.34%

Implementation Expense

Project Cost	\$	4,400
SMUD Rebate	\$	(1,520)
Net Project Cost	\$	2,880

Orangevale Recreation & Park District

Economic Summary



Cash Flow Analyses (Lighting Savings Only)

Cash Flow Payback Period (in years)		2.11
Estimated Monthly Lighting Savings	\$	113.76
Estimated Monthly Payment (Based on 5 year Lease and Financing the Net Amount)	\$	-

Environmental Impact

Reduced Air Pollution	1-Year	5-Year	7-Year	10-Year
Pounds of Carbon Dioxide Emissions	3,922	19,612	27,457	39,224
Pounds of Sulfur Dioxide Emissions	53	265	371	531
Pounds of Nitrogen Oxides Emissions	23	117	164	235

Facility Fixture Location Spreadsheet



Existing							Proposed Energy Efficient Solution							Annual Savings				
Area Description	Qty	Fixture Type	Fixture Description	AHO	Watts Fixture	Existing kWh	Count	ECM Measure	Measure Description	Watts Fixture	O/S %	AHO	ECM kWh	Annual Savings kWh	Annual Savings \$\$\$	Annual Savings kW	Existing kW	Proposed kW
1 Tennis Courts	8	M/H Shoebox	1000 Watt Metal Halide	1200	1098	10,541	8	HB-300W	Remove old fixtures and install new 300w LED area light LED fixture	300	0.50	600	1,440	9,101	1,365.12	6.38	8.78	2.40
2																		
3																		
4																		
5																		
	8					10,541	8						1,440	9,101	1,365	6.38	8.78	2.40



Customer Proposal/Agreement

Green Energy Products

Off: 916-333-1422 Fax: 916-333-1647 email: mgrosberg@greenenergyproducts.org

1500 W El Camino #353 Sac. CA, 95833

Facility Information		Billing Information	Proposal Date	June 25, 2019
Orangevale Recreation & Park District		0	Project Cost	\$ 4,400
6826 Hazel Avenue		0	SMUD Rebate	\$ 1,520
Orangevale CA 95662		0	Net Project Cost	\$ 2,880
Contact: Greg Foell	Contact:	0	Account Specialist:	Mike Grosberg
Telephone: 916-988-4373	Telephone:		Proposal Number:	MG.
Fax:	Fax:			
Email: greg@ovparks.com				

	30% due on signing	\$	864
_____ Cash Purchase	Balance due on completion	\$	2,016

This Proposal is confidential and proprietary and not to be shared with any third-party without the expressed permission of Green Energy Products

Purchase Agreement

I agree to purchase the agreed upon energy-efficiency equipment detailed in the Itemized Facility Report. It is understood that actual project savings and rebate amounts may vary. GEP will bill the operating utility and accept an assignment of rebates if this option is chosen. I will assist GEP in a timely manner to complete all necessary rebate incentive paperwork. Fixture and equipment counts are as shown in the Report Summary. Any difference from the actual count will result in a credit/charge based on the original price quoted. I understand that if the facility is not in compliance with applicable building codes, GEP is not obligated to install energy efficiency measures. I will not hold GEP responsible for any preexisting problems at the site, including but not limited to toxic or hazardous material found at the facility, roof leaks, or other structural problems. During installation I will keep aisles clear and remove all obstructions not previously identified during the facility audit process. I understand should GEP need to take special measures to clear aisles and remove obstructions not previously identified during the facility audit process, additional installation charges may apply. This proposal includes the standard insurance coverage and warranties. Customer-related requirements for additional insurance, bonding, prevailing wage, and warranties will be added to Project Cost.

Customer Initials: X _____

Disposal Policy

All removed lamps and ballasts shall remain the property of the customer, but at the customer's request GEP will quote a price for the environmentally friendly disposal/recycling of replaced equipment. The customer shall be responsible for all PCB ballast disposal fees.

Customer Initials: X _____

Warranty Policies and Replacement Program

Within one year of installation: GEP will replace free of charge any defective lamp, ballast, or other equipment installed at the facility. After 30 days of installation: GEP will assist the customer in understanding the applicable manufacturer's product warranty options associated with defective product parts. GEP will honor special warranties associated with specific utility rebate programs.

Payment Policy

Finance charges at the rate of 1 1/2% per month (annual percentage rate 18%) will be charged on past due balances. Such finance charges, if any, begin accruing and become due and payable 10 days after the payment is due unless otherwise specified. Should any litigation be commenced between the parties to this agreement or the rights and duties of either in relation thereto, the party in such litigation, shall be entitled in addition to such other relief as may be granted in litigation, to a reasonable sum as and for his attorney's fees in such litigation or in a separate action brought for that purpose. Any default in payment of the part of the customer shall result in the entire remaining balance becoming immediately due. This instrument constitutes the sole and only agreement between the parties, and correctly sets for the obligations of each other as of its date. Any agreements or representations, oral or written, express or implied, not expressly set forth in this instrument are null and void. This agreement and all amendments thereto may be executed in several counterparts and shall endure to the benefit of the heirs, executor, administrators, successors and assigns of the parties thereto. Time is expressly declared to be the essence of this agreement. The parties agree that any litigation that should arise shall be litigated in Butte County, CA.

X

 Print Name _____

 Green Energy Products

 date

 date

Green Energy Products

Off: 916-333-1422 Fax: 916-333-1647 email mgrosberg@greenenergyproducts.org

1500 W El Camino #353 Sac. CA, 95833