

**ORANGEVALE RECREATION & PARK DISTRICT  
BOARD OF DIRECTORS MEETING  
THURSDAY, OCTOBER 11, 2018**

**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 August 16, 2018 meeting (pg 1-6)

**7. CORRESPONDENCE**

a. Confidential envelope – Attorney billing August 2018

b. Letters from Terry Benedict to the Board of Directors and response from District Administrator (pg 7-29)

c. Letter from the California Association for Park & Recreation Indemnity (CAPRI) Regarding Announcement of new Executive Director (pg 30-31)

d. Letter from the California Association for Park & Recreation Indemnity (CAPRI) Calling for Nominations (pg 32-33)

e. Notice from the Sacramento Local Agency Formation Commission regarding vacancies for the Public Member and Alternate Public Member positions on the Commission (pg 34)

**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 September 2018 (pg 35-36)

b. Budget Status Report for September 2018 (pg 37-39)

c. Revenue Report for September 2018 (pg 40)

**8.2 OLLAD CONSENT MATTERS**

a. Ratification of Claims for September 2018 (pg 41-42)

b. Budget Status Report for September 2018 (pg 43-44)

**8.3 KENNETH GROVE CONSENT MATTERS**

- a. Ratification of Claims for September 2018 (pg 45)
- b. Budget Status Report for September 2018 (pg 46)

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

**10. STANDING COMMITTEE REPORTS**

- a. Administration & Finance
- b. Maintenance & Operation
- c. Recreation Committee
- d. Personnel & Policy – Recap of October 3, 2018 meeting (pg 47)
- e. Government
- f. Planning Committee
- g. Trails Committee
- h. Ad Hoc

**11. ADMINISTRATOR'S REPORT**

- a. Monthly Activity Report – September 2018 (pg 48-51)
- b. Update on the Land Swap with San Juan Unified School District (verbal)
- c. Disc Golf Ad Hoc Committee Meeting – Weds. Oct. 10, 2018 (verbal)

**12. UNFINISHED BUSINESS**

**13. NEW BUSINESS**

- a. Public Hearing: Approval of Addendum to the Agreement between the Orangevale Recreation & Park District and Final 9 Sports dated October 10, 2002 to extend the term for an additional five years through October 9, 2023 (pg 52-74)
- b. Public Hearing: Approve Changes to the Conflict of Interest Code Pursuant to the Political Reform Act of 1974 and Authorize the District Administrator to Sign the County of Sacramento Bi-annual Review Statement (pg 75-87)
- c. Ordinance 18-11-003, Introduce and Waive First Reading of Ordinance Regulating Encroachments Upon District Property to be included in the Ordinance Code of the Orangevale Recreation and Park District (pg 88-103)
- d. Discussion and Possible Approval of an Employee Health Benefit Waived Stipend Policy (pg 104)
- g. Discussion and Possible Approval of the District Contributing the Savings (Associated with Employees Changing from an HMO Health Plan to a High Deductible Plan) to an Employees Health Savings Account (HSA) (pg 105-106)

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

**15. ITEMS FOR NEXT AGENDA**

**16. ADJOURNMENT**

**NOTICE:**

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

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

Directors can be reached at: [director@ovparks.com](mailto:director@ovparks.com)

Manie Meraz

Mike Stickney

Sharon Brunberg

Lisa Montes

Erica Swenson

# ORANGEVALE RECREATION & PARK DISTRICT

## Minutes of Meeting of Board of Directors September 13, 2018

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on Thursday, September 13, 2018 at the District Office. Director Stickney called the Public meeting to order at 6:23 p.m.

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

3. **CLOSED SESSION** Called to Order at
- a) **Closed Session Pursuant to Government Code Section 54956.9**  
Conference with Legal Counsel – Anticipated Litigation:  
Significant exposure to litigation pursuant to paragraph (2) of  
subdivision (b) of Government Code Section 54956.9: One  
potential case
4. **RESUME PUBLIC** No action was taken. Direction was given to staff and legal counsel.  
**SESSION &**  
**ANNOUNCE**  
**ACTIONS FROM**  
**CLOSED SESSION**

Open session was resumed at 6:42 p.m. and the Regular Meeting began. Call To Order and Roll Call were completed.

7. **PLEDGE OF** The Pledge of Allegiance was conducted.  
**ALLEGIANCE**
8. **APPROVAL OF** On a motion by Director Montes, seconded by Director Stickney, the  
**AGENDA** agenda was approved by a vote of 5-0-0 with Directors Swenson,  
Brunberg, Meraz, Montes, and Stickney voting Aye. There were no  
**MOTION #1** Abstentions or Nays.
9. **PUBLIC** There was no public discussion.  
**DISCUSSION**

**10. MINUTES**

**MOTION #2**

- a) Approval of Minutes of August 16, 2018 Meeting (pg 1-6): On a motion by Director Swenson, seconded by Director Montes, the minutes were approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Montes, and Stickney voting Aye. There were no Abstentions or Nays.

**11. CORRESPONDENCE**

- a) Letter from Terry Benedict to the Board of Directors and Response from District Administrator (pg 7-9): Mr. Benedict wrote a Cease and Desist letter regarding the discussion on disc golf. He commented that speakers were allowed over the three-minute time limit. Admin. Foell responded by indicating disc golf was a part of the discussion for that meeting. Further, the Board chair can allow the public to speak longer than three minutes in relevant situations. The Board approved this response indicating that the public discussions were all very relevant to the Master Plan discussion.
- b) Letter from the California Association for Park & Recreation Indemnity (CAPRI) Regarding Results from the Cycle XVI District Visitation (pg 10-17): Every 18 months, a CAPRI representative visits the District to ensure related paperwork and the park facilities have followed appropriate safety protocols and make suggestions for improvements when warranted. The report summarized the District's practices and did not have any recommendations for improvements.

**12. CONSENT CALENDAR**

**MOTION #3**

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

**12.1 CONSENT MATTERS GENERAL FUND**

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

**12.2. OLLAD CONSENT MATTERS**

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

**12.3. KENNETH GROVE CONSENT MATTERS**

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

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

**MOTION #4**

- a) Ratification of Claims for August 2018 (pg 30): On a motion by Director Meraz, seconded by Director Brunberg, the non-consent matters calendar was approved by a vote of 4-0-1 with Directors Swenson, Brunberg, Meraz, and Stickney voting Aye. Director Montes Abstained. There were no Nays.

**14. STANDING COMMITTEE**

- a) Administration and Finance: No report.

**REPORTS**

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

**15. ADMINISTRATOR'S REPORT**

- a) Monthly Activity Report – August 2018 (pg 31-33): Admin. Foell had no additional information to report.
- b) Update on the Land Swap with San Juan Unified School District (verbal): Admin. Foell said the land swap was moving forward. The School District was currently in the process of finalizing the signatures before it reaches the title company.

**16. UNFINISHED BUSINESS**

Admin. Foell stated the Fire Department was receiving letters regarding the property and will be having a discussion after they are all received.

**17. NEW BUSINESS**

- a) Presentation of Resolution 18-08-604, Commending Grant Barry for his Eagle Scout Project Building a Fence Around a Vernal Pool at Orangevale Community Park (presentation): Mr. Barry was not able to attend.

**MOTION #5**

- b) Public Hearing: Approval of Addendum to the Agreement Between the Orangevale Recreation and Park District and Final 9 Sports Dated October 10, 2002 to Extend the Term for an Additional Five Years through October 9, 2023 (pg 34-54): Admin. Foell stated this extension has been done several times in the past as the District has been happy with the agreement. If the pay to play decision is made, the agreement will be revised to include their administrative support.

The public hearing was opened. No members of the public wished to speak. The public hearing was closed.

Director Meraz motioned to open the discussion on this agenda item, which was seconded by Director Stickney. Director Brunberg questioned how the rent was remaining the same for the next five years as it has been over the last 15 years. Director Montes felt that Final 9 rent was appropriate because of the maintenance they provide. Director Montes stated that she did want to make sure the workers' compensation language and legal codes were still up to date in regard to the agreement and current

laws. Admin. Foell added that the rent had been raised \$100 in 2008 which is the only time it has increased over the length of the agreement. Director Stickney would like to have the document reviewed and Director Montes agreed. The motion was therefore withdrawn and Admin. Foell will have the document reviewed by counsel and discuss the possibility of a rent increase with the owners. He noted that the current agreement does indicate that the concessionaire needs to adhere to all applicable laws and ordinances, including regarding workers' compensation coverage. Admin. Foell stated that the District's attorney approved the amendment language but wasn't asked to review the entire document. Director Meraz brought up the standards for selling foods. Owner Bruce Knisley stated that they only sell packaged foods. The Board discussed the insurance provision. Director Montes expressed that she supports a five-year term and that Final 9 provides value to the District. Admin. Foell will discuss the agreement with the owners and the agenda item will be carried over to a future meeting.

**MOTION #7**

- c) Public Hearing: Determination of Major Amenities Including Locations for the Final Orangevale Community Park Master Plan (pg 55-64): Admin. Foell stated that this agenda item has been discussed several times in the past. This particular discussion will focus on specific items, such as a skate facility and water spray feature. Peter Larimer from MTW Architects presented to the Board. He showed a preliminary plan with and without the skate park. He also discussed a splash pad, which was also incorporated into a design for discussion. Fencing will be incorporated to assist children with staying inside the playground. Restrooms, picnic tables, and a sandbox were also included in the design. The location of the restrooms in relation to the splash pad was discussed and compared to Stone Creek Park in Rancho Cordova. Admin. Foell reminded the Board that the plans being presented were concept plans and will be amended as needed when the project is being prepared for construction. He recommended they look at the options, which was with a skatepark and without, and compare the costs, which was a \$270,000 difference for the skatepark. The restroom would cost approximately \$100,000. The playground and splash pad would be as much as \$300,000, which Admin. Foell felt was a conservative estimate. Director Swenson felt the splash pad would definitely draw more visitors to the park. Director Brunberg was surprised that the residents against the skatepark did not attend the meeting. She felt the Board and community should continue to discuss the options. When discussing the disc golf course, Admin. Foell said some residents have expressed annoyance with their homes being so close to the course, such as #5-7, and moving the disc golf holes away from the homes has been discussed.

The public hearing was opened.

A female resident, who had 10 grandchildren, wanted a park that accommodated children. She recommended that more fencing be put around the playground. She loved the idea of a water park but asked for a changing area so children in wet clothes had a place to change. She was not a fan of the skatepark, but did feel older children would enjoy it.

A male resident of three children spoke about his concern of the marijuana use and loud music playing from the disc golf course. He stated you cannot cross the creek without going through the tee off area which was inconvenient and inappropriate for families. He agreed with moving the disc golf holes. When asked by Admin. Foell, he said his older children would greatly enjoy the skatepark. Regarding the water park, he agreed that it should be near the pool and that there should be some sort of changing facilities. He added that the park could improve what they have, and add only the items the park was missing. He practices soccer in the park and asked for more spaces for organized activities. He asked the Board what visitors they are trying to cater to; Director Stickney wanted the park to become a focus and destination for the entire community and beyond. Admin. Foell discussed the voting process done at Norma Hamlin Park, when residents put dots on equipment they wanted to choose. The male resident requested more police and security presence at some parks. He asked about the cost, and Admin. Foell stated it would be free to the public. It was expressed that a skateboard facility tended to include loud music and people smoking.

A resident thanked the District for the fence around the vernal pool. He also commended the Board for their contributions.

The public hearing was closed.

Director Stickney motioned that only the splashpad be included but not the skatepark. Director Montes felt they should be stewards of the budget and should be careful with how the District spends money on improvements. The motion was seconded by Director Brunberg, and it was approved by a vote of 3-1-1 with Directors Brunberg, Meraz, and Stickney voting Aye. Director Swenson voted Nay. Director Montes Abstained. Mr. Larimer will provide the concept boards for viewing at the October 2018 meeting.

- d) Approval of Agreement with John Walton to Provide Activity Guide Design Services (pg 65-74): Admin. Foell said John Walton worked with the District the previous year. He previously signed the agreement without Board approval because it totaled under \$5,000. Director Montes recommended Orangevale Copy for these services in the future. On a motion by Director Swenson, seconded by Director Meraz, the agreement was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Montes,

## MOTION #6



and Stickney voting Aye. There were no Abstentions or Nays.

**18. DIRECTOR AND STAFF COMMENTS**

Coordinator Woodford reminded the Board of the upcoming events and program.

Supervisor Bain also noted upcoming events.

Admin. Foell formally introduced Superintendent Oropeza. He appreciated the opportunity to work for the District. He commended the staff and described them as a great team.

Ms. Von Aesch had been promoted to Superintendent of HR/Finance. She spoke with a County of Sacramento benefits employee regarding a 457 plan. She noted that the dental plan is decreasing. The high-deductible medical plan will be undergoing changes as well. A committee meeting will be scheduled to discuss the options.

Admin. Foell indicated the electric greenway plan was moving forward. They may speak to some residents to propose purchasing a portion of their properties. The Board spoke about how they could help this process along.

Director Montes commended the staff and was looking forward to Trunk or Treat.

Director Swenson recommended someone to conduct a watercolor class.

Director Stickney welcomed Superintendent Oropeza.

Director Brunberg welcomed Superintendent Oropeza and congratulated Ms. Von Aesch.

**19. ITEMS FOR NEXT AGENDA**

None discussed.

**20. ADJOURNMENT**

**MOTION #8**

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 8:30 p.m. On a motion by Director Brunberg, seconded by Director Montes, the adjournment was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays.

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Mike Stickney, Chairperson



10/5/18

Terry Benedict  
9365 Central Avenue  
Orangevale, CA 95662

Dear Mr. Benedict,

This letter is in response to your letter dated September 19, 2018 and 4 letters dated on September 24, 2018 which were addressed to and ask questions of the District's Board of Directors. These letters do not constitute Public Records Act requests as you are not requesting documents currently in existence. Your questions were as follows and are stated as written:

1) 9/19/18 "Directors Manuel Manie Meraz and Michael L. Stickney please well and faithfully answer the seven (7) questions in the enclosed letter dated September 2, 2018."

1. "Why did the 2001 Board of Directors not well and faithfully discharge the duties of office?"
2. "Why did the 2001 Board of Directors not exercise independent discretionary judgment?"
3. "Why did the 2001 Board of Directors not publicly direct district staff to publicly notice Final 9 Sports April 12, 2001 agenda item request in the Orangevale News paper?"
4. "Why did the 2001 Board of Directors not publicly direct staff to seek the Community's input?"
5. "Why did the 2001 Board of Directors not publicly direct district staff to publicly survey the Orangevale Community?"
6. "Why did the 2001 Board of Directors not publicly direct district staff to notice the May 24, 2001 Public Hearing, the Board publicly called to make a decision, in the Orangevale News?"
7. "Why did the 2001 Board of Directors, chaired by Manuel Manie Meraz, not vote to publicly and lawfully approve Final 9 Sports April 12, 2001 agenda item during the Public Hearing?"

Answer to questions 1-7: As has been stated to you previously, the approval of the Final 9 Sports Concession Agreement item was on numerous agendas throughout 2001 and 2002 and was formally approved at the October 2002 Board of Directors meeting. The notes from the May 24, 2001 public hearing indicated that flyers were distributed to residents, the item was noticed in the newspaper at least once before adoption, and several residents spoke to the issue as evidenced by Board Meeting sign-in sheets.

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Orangevale, CA 95662  
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Many agenda items/topics that are more complex are often refined over a period of time, through staff work, public input, and board direction. This was true for this agenda item as evidenced in meeting minutes. Public input is received throughout the process of an items revision. Then when the time comes when an item, for whatever reason, requires a formal “public hearing” it is conducted. This was true for the Final 9 Sports Concession Agreement.

It is important to note again that you have previously been provided every document in existence during this time frame with respect to the disc golf course, including Board Packages, Agendas, and Minutes which provide the best information and answers to the questions you pose. It is impossible for the current Board or staff to know or elucidate on actions, decisions or reasons for decisions that happened more than 15 years ago outside of the public records previously provided to you. Additionally, it would be conjecture and inappropriate to speculate on items provided without context from more than 15 years ago.

2) 9/24/18 This letter provides Mr. Benedict’s opinion regarding events from 2001 but does not ask any questions. Page two references the questions in item 1 from a statement from Mr. Benedict dated September 2, 2018. No answer necessary. I would also note that this letter constitutes your understanding of the law which is not wholly accurate.

3) 9/24/18 “Cease and Desist from any use of Orangevale property tax payer funds to fund Capital Improvements to the Districts disc golf course at Orangevale Community Park, Hazel Avenue.”

Answer: There are no legal or expressed reasons why the District should not fund Capital Improvements at the Disc Golf Course. Any objections to capital improvement expenditures should be made at the meeting where such matters are being discussed.

4) 9/24/18 “Cease and Desist from any expansion of the parking lot at District’s disc golf course at Orangevale Community Park, Hazel Avenue!”

Answer: There are no legal reasons expressed as to why the parking lot should not be expanded as part of the District’s Capital Improvement Plan. Any objections to capital improvement expenditures should be made at the meeting where such matters are being discussed.

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5) 9/24/18 "Cease and Desist from any use of a fee, a pay to play disc golf fee, to generate revenue to fund Capital Improvements to the District's disc golf course at Orangevale Community Park, Hazel Avenue!"

Answer: Public Resources Code 5789.5 provides the authority for the District to charge a fee for the use of the Disc Golf Course. Additionally, statements you cite in this item were made over 16 years ago.

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

Sincerely,

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

Greg A. Foell  
District Administrator

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

# Terry Benedict

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9365 Central Avenue Orangevale CA 95662

**September 19, 2018**

**To: The Board of Directors for Orangevale Recreation and Park District**

6826 Hazel Avenue  
Orangevale CA 95662

**Re: The public answers to Seven (7) written public questions contained within the enclosed letter dated September 2, 2018**

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

Directors Manuel Manie Meraz and Michael L. Stickney please well and faithfully answer the seven (7) questions contained in the enclosed letter dated September 2, 2018.

**Please Note: Director Manuel Manie Meraz was the Chairman of the 2001 Board of Directors and Michael L. Stickney was a Director of the 2001 Board of Directors.**

These two (2) Directors for Orangevale Recreation and Park District are currently the only Directors that have direct knowledge to publicly answer the seven (7) questions contained within the enclosed letter dated September 2, 2018.

**Please Note:** So far, Manuel Meraz and Michael Stickney have not publicly offered any answers to how well and faithfully they discharged duties of public office concerning the **"Subject"** in the enclosed letter dated September 2, 2018.

Sincerely;



Terry Benedict

## **In 2001 Orangevale Recreation and Park District and Its Board of Directors Had It Their Way!**

**“We wanted to open-up disc golf!”** Michael L. Stickney, Chairman of the 2010 Board of Directors. And, a 2001 director.

**Subject:** Two (2) non-resident owners of Final 9 Sports, Jim Oates and Bruce Knisley, publicly requested before the April 12, 2001 Board of Directors Meeting, agenda item 10. New Business (a) request from Final 9 Sports to establish their private commercial retail (hobby gone wild) disc golf pro shop business at Orangevale Community Park, Hazel Avenue.

**Note: In 2001, the only public notice the community was given was the posting of the agenda in the glass case mounted to the exterior wall of the Orangevale Community Center building!**

1. Why did the 2001 Board of Directors **not** well and faithfully discharge the duties of office?
2. Why did the 2001 Board of Directors **not** exercise independent discretionary judgment?
3. Why did the 2001 Board of Directors **not** publicly direct district staff to publicly notice Final 9 Sports April 12, 2001 agenda item request in the Orangevale News paper?
4. Why did the 2001 Board of Directors **not** publicly direct staff to seek the Community’s input?
5. Why did the 2001 Board of Directors **not** publicly direct district staff to publicly survey the Orangevale Community?
6. Why did the 2001 Board of Directors **not** publicly direct district staff to notice the May 24, 2001 Public Hearing, the Board publicly called to make a decision, in the Orangevale News?
7. Why did the 2001 Board of Directors, chaired by Manuel Manie Meraz, **not** vote to publicly and lawfully approve Final 9 Sports April 12, 2001 agenda item during the Public Hearing?

After hearing public comments from only one (1) person Jim Oates and after only two (2) regular monthly Board meetings, the 2001 Board of Directors were ready to make a decision.

But, the 2001 Board of Directors **did not** make a public or a lawful decision on the agenda item.

Not until October 10, 2002 did the Board of Directors make a decision! That’s when the Board of Director’s chaired by Manuel Manie Meraz, acted by motions and majority vote, voted to publicly approve the Concession Lease Agreement between the District and Final 9 Sports.

Sincerely,



September 2, 2018

Terry Benedict: A three (3) time ballot candidate for director of O. R. & P. D. (2012-2014-2016)

**Conclusion: Public office exists to serve the public interest. Not the personal interest of the office holder. The 2001 Board of Directors were entrusted with discretionary authority to discharge duties of office for the benefit of the public. Not for the benefit of office holders.**

# Terry Benedict

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9365 Central Avenue Orangevale CA 95662

September 24, 2018

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

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

In 1983 Sacramento County Supervisors acted by motions and majority vote, publicly voted to form Orangevale Recreation and Park District for Orangevale residents. To serve Orangevale residents, annual tax revenue derived only from Orangevale property owners will fund needed District facilities and parks!

**Note:** The Districts disc golf course at Orangevale Community Park Hazel Avenue, is very heavily-utilized and dominated by non-resident disc golfers. 76% non-residents to 24% Orangevale residents!

**See: attached District Master Plan pg.56 and District conducted disc golf course zip-code survey!**

Orangevale residents and property owners have the right to receive maximum use and enjoyment of District owned facilities and parks. To achieve this, District staff and the Districts resident elected Board of Directors must exercise powers conferred upon them, honestly, fairly and for the benefit of Orangevale residents and property owners. **Note: Unfortunately this did not happen in 2001!**

As a 51 year Orangevale resident, it is disconcerting to me that in 2001 District staff and the Districts resident elected Board of Directors did not exercise their conferred powers for the benefit of Orangevale residents or property owners! **See: attached letter dated September 2, 2018**

**Subject:** On April 12, 2001, the non-resident owners of Final 9 Sports publicly appeared before the Board of Directors. The owners wanted their private commercial retail disc golf pro shop business at Orangevale Community Park to open-up disc golf. District staff and the Board of Directors **did not** seek to publish their request in the Orangevale News paper. Thus, the only public notice was the posting of the agenda inside the glass case mounted to the exterior wall of the District office. The 2001 Board of Directors **did not** act by motions or majority vote, publicly vote to approve the April 12, 2001 agenda item request! **See: attached letter dated September 2, 2018 for additional information concerning this subject!**

Sincerely;

  
Terry Benedict

## **In 2001 Orangevale Recreation and Park District and Its Board of Directors Had It Their Way!**

**"We wanted to open-up disc golf!"** Michael L. Stickney, Chairman of the 2010 Board of Directors. And, a 2001 director.

**Subject:** Two (2) non-resident owners of Final 9 Sports, Jim Oates and Bruce Knisley, publicly requested before the April 12, 2001 Board of Directors Meeting, agenda item 10. New Business (a) request from Final 9 Sports to establish their private commercial retail (hobby gone wild) disc golf pro shop business at Orangevale Community Park, Hazel Avenue.

**Note: In 2001, the only public notice the community was given was the posting of the agenda in the glass case mounted to the exterior wall of the Orangevale Community Center building!**

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After hearing public comments from only one (1) person Jim Oates and after only two (2) regular monthly Board meetings, the 2001 Board of Directors were ready to make a decision.

But, the 2001 Board of Directors **did not** make a public or a lawful decision on the agenda item.

Not until October 10, 2002 did the Board of Directors make a decision! That's when the Board of Director's chaired by Manuel Manie Meraz, acted by motions and majority vote, voted to publicly approve the Concession Lease Agreement between the District and Final 9 Sports.

Sincerely;



Terry Benedict: A three (3) time ballot candidate for director of O. R. & P. D. (2012-2014-2016)

September 2, 2018

**Conclusion: Public office exists to serve the public interest. Not the personal interest of the office holder. The 2001 Board of Directors were entrusted with discretionary authority to discharge duties of office for the benefit of the public. Not for the benefit of office holders.**





### 3.1.4 ORANGEVALE COMMUNITY PARK

#### 3.1.4.1 STRENGTHS

Orangevale Community Park is a 75.11 acre park (see **Figure 52**) functioning as a community park and a natural area. The setting of the park is in and around mature trees with modest elevation changes. Overall, the life cycle of the park is stage 2. Pedestrian circulation within the park and circulation around the park is excellent. Two neighboring schools actively utilize the park facilities and were observed during the PROS tour. The multipurpose field on the north east side is in good condition and could be upgraded to become a premier facility.

The disc golf course is very heavily utilized and is augmented by a disc golf concessions facility (see **Figure 53**) and a unique practice area (see **Figure 54**). The nature trail is a good fit hidden within the park. There are also some shade structures, a small-sized amphitheater, and an Equestrian arena located within the park area.



Figure 52 - Orangevale Community Park Entrance Signage

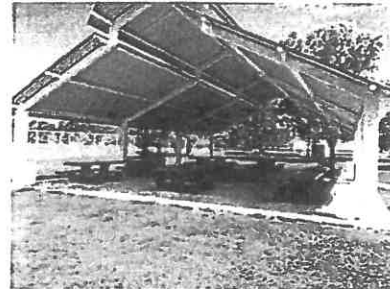


Figure 53 - Group Picnic Shelter

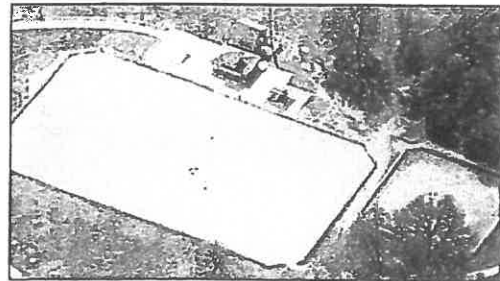


Figure 54 - Disc Golf Course Practice Area and Aerial View of Equestrian Arena

**ORANGEVALE RECREATION AND PARK DISTRICT  
PLANNING COMMITTEE MEETING RECAP  
THURSDAY, FEBRUARY 23, 2012  
3:30 p.m.**

**LOCATION:  
6826 Hazel Avenue  
Orangevale, CA 95662**

1. **CALL TO ORDER** *Meeting called to order at 3:30 p.m.  
Directors Stickney and Hawkins, Administrator Foell, Resident Terry Benedict*
2. **PUBLIC DISCUSSION**  
Any person may address the committee; however, any matter that requires action will be referred to staff and/or committee/Board of Directors for a report and action at a subsequent meeting.
3. **UNFINISHED BUSINESS**
4. **NEW BUSINESS**
  - A. Master Plan Strategies and Tactics  
*Administrator Foell gave a brief summary of staff progress on the strategies and tactics outlined in the master plan. Progress has been made in several areas.*
  - B. San Juan Unified School District – Joint Use  
*The committee discussed the District's joint use agreements. Administrator Foell will contact the San Juan Planning Department to get more information regarding the Golden Valley Charter Schools interest in expansion.*
  - C. Defini Property  
*The property that adjoins Orangevale Community Park was discussed as a long-term property of interest. Administrator Foell will work to open up communication lines with the property owners.*
  - D. Sports Field Fee Schedule  
*Administrator Foell reported that staff has met with soccer club representatives to discuss fee increases and maintenance improvements. Another meeting is scheduled in March. Any significant rate increases would be instituted for the 2013 season.*
  - E. Fee Resolution  
*Staff continues to work on evaluating the current fee structure.*
  - F. Disc Golf Pay to Play  
*Resident Terry Benedict expressed his opposition to Pay to Play. Administrator Foell reported that a zip code survey revealed that approximately 24 percent of the participants at the Disc Golf Course are Orangevale residents and if you add Citrus Heights, Fair Oaks, and Folsom the rate is 50 percent. The remaining 50 percent are spread throughout the entire Sacramento region. It was reported that staff is continuing to study the possibility of pay to play and will report back to the Board at a future meeting.*
  - G. Disc Golf Projects  
*Director Stickney discussed his desire to improve the course. He asked staff look at the possibility of providing more defined walking paths off the tee pads and for spectators to help reduce ground compaction. Director Stickney was also interested in looking for areas of the course to beautify by adding native plants and wildflowers. Mr. Benedict indicated that several years ago there were problems with runoff and muddy soil during the winter on holes three through six. Staff will investigate and create a list of potential projects for future consideration.*
  - H. County Excess Properties in Orangevale  
*Directors Stickney and Brunberg had previously asked staff to investigate County property holdings in Orangevale to see if any might be desirable for acquisition for park land in underserved areas. Administrator Foell indicated that County staff was unable to print a list of County properties within*

# Terry Benedict

---

9365 Central Avenue Orangevale CA 95662

September 24, 2018

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

**Re: Cease & Desist from any use of Orangevale property tax payer funds to fund Capital Improvements to the Districts disc golf course!**

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

**Cease and Desist from any use of Orangevale property tax payer funds to fund Capital Improvements to the Districts disc golf course at Orangevale Community Park, Hazel Avenue!**

In 1983 Sacramento County Supervisors acted by motions and majority vote, publicly voted to form Orangevale Recreation and Park District for Orangevale residents. To serve Orangevale residents, annual tax revenue derived only from Orangevale property owners will fund needed District facilities and parks.

**Note:** The Districts disc golf course at Orangevale Community Park Hazel Avenue, is very heavily utilized and dominated by non-resident disc golfers. 76% non-resident disc golfers to 24% Orangevale residents. **See: attached District Master Plan pg. 56 and District conducted disc golf course zip-code survey.**

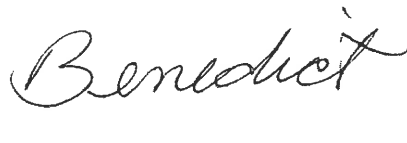
Orangevale residents and property owners have the right to receive maximum use and enjoyment of District owned facilities and parks. To achieve this, District staff and the Districts resident elected Board of Directors must exercise powers conferred upon them, honestly, fairly and for the benefit of Orangevale residents and property owners. **Note: Unfortunately this did not happen in 2001!**

As a 51 year Orangevale resident, it is disconcerting to me that in 2001 District staff and the Districts resident elected Board of Directors **did not** exercise their conferred powers for the benefit of Orangevale residents and property owners. **See: attached letter dated September 2, 2018**

**Subject:** On April 12, 2001, the non-resident owners of Final 9 Sports publicly appeared before the Board of Directors. The owners wanted their private commercial retail disc golf pro shop business at Orangevale Community Park to open-up disc golf. District staff and the Board of Directors did not seek to publish their request in the Orangevale News paper. Thus, the only public notice was the posting of the agenda inside the glass case mounted to the exterior wall of the District office. The 2001 Board of Directors **did not** act by motions or majority vote, publicly vote to approve the April 12, 2001 agenda item request. **See: attached letter dated September 2, 2018 for additional information concerning this subject!**

Sincerely;

Terry Benedict



## **In 2001 Orangevale Recreation and Park District and Its Board of Directors Had It Their Way!**

**"We wanted to open-up disc golf!"** Michael L. Stickney, Chairman of the 2010 Board of Directors. And, a 2001 director.

**Subject:** Two (2) non-resident owners of Final 9 Sports, Jim Oates and Bruce Knisley, publicly requested before the April 12, 2001 Board of Directors Meeting, agenda item 10. New Business (a) request from Final 9 Sports to establish their private commercial retail (hobby gone wild) disc golf pro shop business at Orangevale Community Park, Hazel Avenue.

**Note: In 2001, the only public notice the community was given was the posting of the agenda in the glass case mounted to the exterior wall of the Orangevale Community Center building!**

1. Why did the 2001 Board of Directors **not** well and faithfully discharge the duties of office?
2. Why did the 2001 Board of Directors **not** exercise independent discretionary judgment?
3. Why did the 2001 Board of Directors **not** publicly direct district staff to publicly notice Final 9 Sports April 12, 2001 agenda item request in the Orangevale News paper?
4. Why did the 2001 Board of Directors **not** publicly direct staff to seek the Community's input?
5. Why did the 2001 Board of Directors **not** publicly direct district staff to publicly survey the Orangevale Community?
6. Why did the 2001 Board of Directors **not** publicly direct district staff to notice the May 24, 2001 Public Hearing, the Board publicly called to make a decision, in the Orangevale News?
7. Why did the 2001 Board of Directors, chaired by Manuel Manie Meraz, **not** vote to publicly and lawfully approve Final 9 Sports April 12, 2001 agenda item during the Public Hearing?

After hearing public comments from only one (1) person Jim Oates and after only two (2) regular monthly Board meetings, the 2001 Board of Directors were ready to make a decision.

But, the 2001 Board of Directors **did not** make a public or a lawful decision on the agenda item.

Not until October 10, 2002 did the Board of Directors make a decision! That's when the Board of Director's chaired by Manuel Manie Meraz, acted by motions and majority vote, voted to publicly approve the Concession Lease Agreement between the District and Final 9 Sports.

Sincerely;



Terry Benedict: A three (3) time ballot candidate for director of O. R. & P. D. (2012-2014-2016)

September 2, 2018

**Conclusion: Public office exists to serve the public interest. Not the personal interest of the office holder. The 2001 Board of Directors were entrusted with discretionary authority to discharge duties of office for the benefit of the public. Not for the benefit of office holders.**



### 3.1.4 ORANGEVALE COMMUNITY PARK

#### 3.1.4.1 STRENGTHS

Orangevale Community Park is a 75.11 acre park (see **Figure 52**) functioning as a community park and a natural area. The setting of the park is in and around mature trees with modest elevation changes. Overall, the life cycle of the park is stage 2. Pedestrian circulation within the park and circulation around the park is excellent. Two neighboring schools actively utilize the park facilities and were observed during the PROS tour. The multipurpose field on the north east side is in good condition and could be upgraded to become a premier facility.

The disc golf course is very heavily utilized and is augmented by a disc golf concessions facility (see **Figure 53**) and a unique practice area (see **Figure 54**). The nature trail is a good fit hidden within the park. There are also some shade structures, a small-sized amphitheater, and an Equestrian arena located within the park area.



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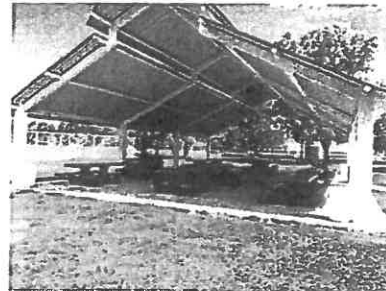


Figure 53 - Group Picnic Shelter

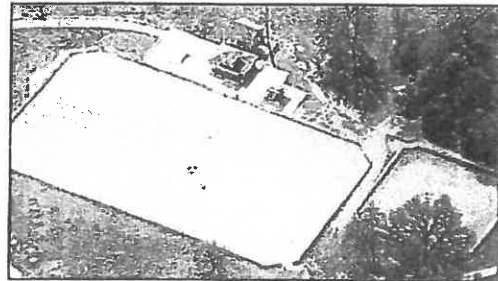


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*The committee discussed the District's joint use agreements. Administrator Foell will contact the San Juan Planning Department to get more information regarding the Golden Valley Charter Schools interest in expansion.*
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*Directors Stickney and Brunberg had previously asked staff to investigate County property holdings in Orangevale to see if any might be desirable for acquisition for park land in underserved areas. Administrator Foell indicated that County staff was unable to print a list of County properties within*

# Terry Benedict

9365 Central Avenue Orangevale CA 95662

**September 24, 2018**

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

**Re: Cease & Desist from any expansion of the parking lot at the Districts disc golf course**

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

**Cease and Desist from any expansion of the parking lot at Districts disc golf course at Orangevale Community Park, Hazel Avenue!**

**Note:** The parking lot at the Districts disc golf course at Orangevale Community Park Hazel Avenue, is more than adequate to serve the needs of Orangevale residents and property owners!

If the parking lot is not adequate, it is because non-resident disc golfers are over-utilizing and dominating the disc golf course! This is what the 2001 Board of Directors wanted. To open-up disc golf! That's why they were eager to allow Final 9 Sports at Orangevale Community Park Hazel Avenue!

The recommendations of the 2002 Disc Golf Ad Hoc Committee were publicly approved by the 2001 Board of Directors. The committees own words state the proposal from Final 9 Sports will open a new door to increased use of the disc golf course by visitors! "The proposal opens a new door to increased support to visitors of the Orangevale Community Park".

**See: attached 2002 Disc Golf Ad Hoc Committee Recommendations**

In 2001, the community did not publicly voice their opinion concerning Final 9 Sports April 12, 2001 agenda item request because the 2001 Board of Directors and District staff did not publicly seek their input or opinion!

**See: attached letter dated September 2, 2018 for additional information concerning Final 9 Sports April 12, 2001 agenda item, publicly requesting to establish their private commercial retail disc golf pro shop at Orangevale Community Park.**

**See: attached District Master Plan pg. 56 and District conducted disc golf course zip code survey.**

Sincerely:

  
Terry Benedict

## **In 2001 Orangevale Recreation and Park District and Its Board of Directors Had It Their Way!**

**"We wanted to open-up disc golf!"** Michael L. Stickney, Chairman of the 2010 Board of Directors. And, a 2001 director.

**Subject:** Two (2) non-resident owners of Final 9 Sports, Jim Oates and Bruce Knisley, publicly requested before the April 12, 2001 Board of Directors Meeting, agenda item 10. New Business (a) request from Final 9 Sports to establish their private commercial retail (hobby gone wild) disc golf pro shop business at Orangevale Community Park, Hazel Avenue.

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Terry Benedict: A three (3) time ballot candidate for director of O. R. & P. D. (2012-2014-2016)

September 2, 2018

**Conclusion: Public office exists to serve the public interest. Not the personal interest of the office holder. The 2001 Board of Directors were entrusted with discretionary authority to discharge duties of office for the benefit of the public. Not for the benefit of office holders.**





### 3.1.4 ORANGEVALE COMMUNITY PARK

#### 3.1.4.1 STRENGTHS

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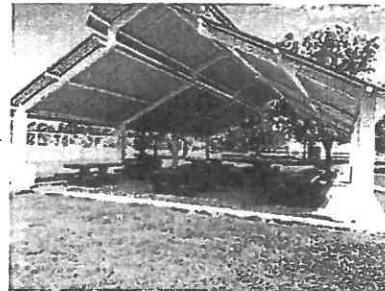


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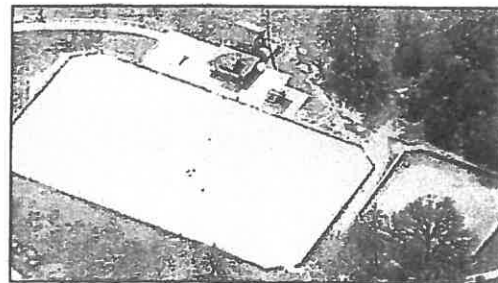
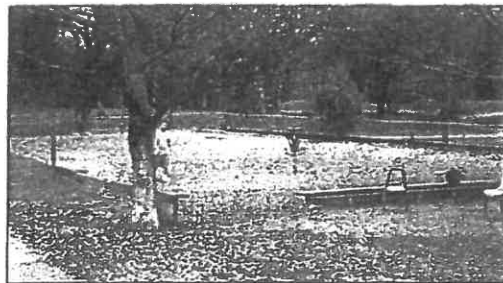


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**ORANGEVALE RECREATION AND PARK DISTRICT  
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4. **NEW BUSINESS**
  - A. Master Plan Strategies and Tactics  
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  - B. San Juan Unified School District – Joint Use  
*The committee discussed the District's joint use agreements. Administrator Foell will contact the San Juan Planning Department to get more information regarding the Golden Valley Charter Schools interest in expansion.*
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**Disc Golf Ad Hoc Committee Recommendations  
2/05/02**

The following are our recommendations to the Board regarding the Final 9 Proposal. The proposal opens a new door to increased support to visitors of the Orangevale Community Park (Park), improved recreation within Park, and new revenue support to our District. The Final 9 proposal will allow a long-term vendor to operate on Orangevale Recreation and Park District (District) property for profit. It could allow the vendor to place a structure, not owned by the District, to be constructed. In addition, it could allow whatever signage is necessary for their business, on District property. It could allow Final 9 to enter into consignee contracts with other for profit businesses, without the Districts approval, and would increase the financial liability to the District.

The Final 9 proposal, we believe will set policy for future Orangevale Recreation and Park District Board of Directors (Board) to follow, for this reason, we believe that all final decisions, as it relates to Final 9 be brought before the Board, before Staff makes any commitments and/or take any actions, at anytime. As the Board considers these recommendations, our intent is to keep our Community Park as a public recreational facility and not a private for-profit facility.

We ask the Board to consider if the benefits to the District are sufficient to warrant such a proposal. If the Board concludes that they would like to move forward with such a proposal, then the following recommendations are what our committee would suggest we advise staff to include in their negotiations.

**RECOMMENDATIONS**

# Terry Benedict

9365 Central Avenue Orangevale CA 95662

September 24, 2018

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

**Re: Cease & Desist from any use of a fee, a pay to play disc golf fee, to generate revenue**

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

**Cease and Desist from any use of a fee, a pay to play disc golf fee, to generate revenue to fund Capital Improvements to the Districts disc golf course at Orangevale Community Park, Hazel Avenue!**

**If the Board had significant amount of experience in local government/governance, like your website states, you would know a fee, a pay to play disc golf fee, can only be charged per California Public Resources Code Section 5789.5. (a)** A board of directors may charge a fee to cover the cost of any service which the district provides or the cost of enforcing any regulation for which the fee is charged. No fee shall exceed the costs reasonably borne by the district in providing the service or enforcing the regulation for which the fee is charged.

**(c)** A board of directors may charge residents or taxpayers of the district a fee authorized by this section which is less than the fee which is charged to nonresidents or nontaxpayers of the district.

**See: attached California Public Resources Code Section 5789.5.**

**Note:** The 2002 Board of Directors publicly stated they wanted Final 9 Sports to provide better security at the Districts disc golf course at Orangevale Community Park. "The Board agreed they are looking better security and a presence in the park from the pro shop".

**See: attached pg. 4, Minutes of ~~March 14, 2002~~**

*April 11, 2002*

**Note:** Jim Oates, one of the non-resident owners of Final 9 Sports stated in 2002, "and more security to deter drug use and alcohol use. They have dealt with bad people when told about it. He advised if the pro shop is approved, they will be able to watch more and its presence will have a definite impact."

**See: attached pg. 4, Minutes of March 14, 2002**

**Note:** Jim Oates further stated, during another Board meeting, "They will be a strong presence in the park to enforce rules and manners. They have always been concerned about erosion. There will be no alcohol and no further expansion."

**See: attached pg. 5, minutes of May 9, 2002**

Sincerely;

*Terry Benedict*  
Terry Benedict



[Up^](#) [<< Previous](#) [Next >>](#) [cross-reference chaptered bills](#) [PDF](#) | [Add To My Favorites](#)

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**PUBLIC RESOURCES CODE - PRC**

**DIVISION 5. PARKS AND MONUMENTS [5001 - 5873]** ( *Division 5 added by Stats. 1939, Ch. 94.* )

**CHAPTER 4. Recreation and Park Districts [5780 - 5796.20]** ( *Chapter 4 repealed and added by Stats. 2001, Ch. 15, Sec. 4.* )

**ARTICLE 10. Alternative Revenues [5789 - 5789.5]** ( *Article 10 added by Stats. 2001, Ch. 15, Sec. 4.* )

**5789.5.** (a) A board of directors may charge a fee to cover the cost of any service which the district provides or the cost of enforcing any regulation for which the fee is charged. No fee shall exceed the costs reasonably borne by the district in providing the service or enforcing the regulation for which the fee is charged.

(b) Before imposing or increasing any fee for property-related services, a board of directors shall follow the procedures in Section 6 of Article XIII D of the California Constitution.

(c) A board of directors may charge residents or taxpayers of the district a fee authorized by this section which is less than the fee which it charges to nonresidents or nontaxpayers of the district.

(d) A board of directors may authorize district employees to waive the payment, in whole or in part, of a fee authorized by this section when the board of directors determines that payment would not be in the public interest. Before authorizing any waiver, a board of directors shall adopt a resolution which specifies the policies and procedures governing waivers.

(*Added by Stats. 2001, Ch. 15, Sec. 4. Effective January 1, 2002.*)

Directors Gambetti and Monteiro pointed out if the pro shop is there, there will be more security and supervision provided by the owners.

Bill Gredance (Tipowin Way) - They cannot be there 24 hours a day to supervise.

James Nising (Almond View Court) - Why "no alcohol" posted on signs. (District is complying with County ordinance saying it is okay in community parks, but not in neighborhood parks. The issue will be put on the agenda next month for further discussion)

Director Meraz noted ~~there are a lot of loose dogs from horse owners.~~ The golf course complied with the EIR in 1983. The Board agreed they are looking at better security and a presence in the park from the Pro Shop. Money/revenue is not an issue.

Director Monteiro asked if notices were sent out to neighbors. Administrator Mero pointed out that yes, when the issue first came to light, notices were sent out, but most recently they have been in the newspaper. The Board again expressed their frustration that this issue has been discussed for the past few years and residents had plenty of opportunities to present their opposition.

**10. NEW BUSINESS**

- a. None to Discuss.

**11. KENNETH GROVE  
ASSESSMENT  
DISTRICT**

**MOTION #8**

- a. Approval of Claims for March 2002
- b. Budget Status Report for March 2002: Upon a motion by Director Stickney, seconded by Director Villa, it was voted 5-0 to approve the Budget Status Report and Claims.

**12. OLLAD**

1. UNFINISHED BUSINESS: None
2. NEW BUSINESS: None

why they had not come to a prior public meeting regarding the disk golf and voice their opinions then, as this has been going on for two years. Director Meraz admonished them for being too general, that not all disc golfers are as they described. The vehicles go off path only one time per year for a tournament. Jim Oates, of Final Nine, was in the audience and addressed some of the issues presented. He stated they are also environmentally concerned, using wood chips for erosion, and more security to deter drug and alcohol use. They have dealt with the bad people when told about it. He advised if the pro shop is approved, they will be able to watch more and its presence will have a definite impact.

- b. Decision on Annex Floor Bids: Bids were presented for floor replacement of the Annex ranging from \$4,558.29 to \$8,852.39.

## 16. NEW BUSINESS

### MOTION #7

- a. Report on Annual Audit by Larry Bain: Mark Mahlman was present from Larry Bain's office to present the audit as of June 30, 2001. It was a clean audit, with the exception of historical fixed assets, and no noted irregularities. Was it a good or bad year? He noted Larry Bain will draft a response to the Board. Upon a motion by Director Stickney, seconded by Director Gambetti, it was approved by a 5-0 roll call vote to accept the annual audit report.
- b. Letter re: BMX Track at Pecan Park: A letter was received from residents of Oro Way complaining about the impositions of the BMX track on their properties and families. Residents in the audience spoke to the issue. Bethany Morton of 8940 Oro Way presented a log noting kids using the park after hours, and use of motorized scooters creating excessive noise. The Sheriff could not help because the sign is not specific about hours. Larry Hart of 8934 Oro way noted the loud speakers, excessive dust, and trash. He hoped for better response by security when called. Greg Morton of 8940 Oro Way, noted excessive dust aggravating health issues for his family, and asking for privacy with brush or plants. Lori Smith of 8946 Oro Way, noted the excessive dust, kids using park after hours, and lots of stuff was being thrown in her yard by the bikers. Doug Smith of 8946 Oro Way, noted excessive dust has killed his backward and lawn, the loudness is very annoying especially Saturday mornings with races, and bike riders can actually look in his window due to no high barriers. The Board assured the residents this a very important issue to them and they will look into every scenario. Director Monteiro asked about hours, the possibility of a sprinkler system and cinder block fence.

Page 4, Minutes of March 14, 2002

Lyle Brown of 9084 Central - concerned about erosion, commercialization and loss of control.

Jim Oates, Final 9 Sports of 8915 Greenback - They will be a strong presence in the park to enforce rules and manners. They have always been concerned about erosion. There will be no alcohol and no further expansion.

Pastor Parry of Sunrise Community Church phoned Director Meraz and stated he takes his family and junior high students from the church to the disk golf course. Other disk golf courses' problems were negated from pro shops presence. It will be an asset to the park.

- b. Orangevale Open Dog Leg Meeting Recap: Administrator Mero presented a recap of the meeting held on April 23<sup>rd</sup> with all interested parties re: Open Dog Leg. San Juan basically said they will not participate in a program they do not own. The next step is to involve all past and current involved people to a meeting in writing, including Mr. Palmer. Director Gambetti emphasized getting all correspondence in writing.
- c. Update on Proposition 12 Projects: Projects using Prop 12 funding include Pecan Park playground upgrades (finished), Community Center kitchen rewiring and appliance upgrades (finished-awaiting inspection); Youth Center upgrades and Community Park enlargement of picnic area (in phases). The Board requested a timeline to see goals; they can be flexible to a point.

#### **10. NEW BUSINESS**

- a. Discuss Banning of Alcohol at all Park Sites: Allowed by permit only. The issue was referred to the Policy Committee, to report back at the next Board meeting.
- b. Catering Request for Pro Shop: A request was received from Quality Catering to provide food and drinks at the Disk Golf course. Upon a motion by Director Monteiro, seconded by Director Gambetti, the Board voted 5-0 to not allow this operation.
- c. Approve Resolution for Calling General Election: Two board seats will be available in November. Resolution #02-05-252 includes the District's election in the general election rather than hold a special election. Upon a motion by Director Gambetti, seconded by Director Meraz, it was voted 4-1 to approve the Resolution.

**MOTION #6**

**MOTION #7**

Page 5, Minutes of May 9, 2002

5





September 26, 2018

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

SUBJECT: ANNOUNCEMENT OF NEW EXECUTIVE DIRECTOR

Dear Greg Foell,

It is my pleasure to announce Matt Duarte as the new Executive Director of CAPRI.

Matt joins us from Menifee, California. He is a licensed attorney with over a decade of experience handling a variety of civil litigation matters throughout the State. Most recently, Matt also served as a Board Member for Valley-Wide Recreation and Park District, including three terms as President of the Board. As such, he is well versed on issues affecting our member districts. We are excited by the wealth of experience and enthusiasm Matt brings to CAPRI.

HR Edge assisted CAPRI in search for our new Executive Director. They screened viable candidates (71 in total), created and recommended a short list of applicants which were reviewed and vetted by the CAPRI Personnel Committee. This resulted in inviting eight candidates for face-to-face interviews with the Personnel Committee on August 3rd in Sacramento. The committee conducted interviews with each candidate, leveraging a set of pre-determined structured questions to ensure consistency. Following the initial interviews, three candidates were invited to participate in a second interview with the full CAPRI Board of Directors on August 22nd. Applicants were asked to make two separate presentations on the specific criteria provided to them. The presentations were followed by an in depth interview. At the end, the Board was unanimous in its decision, and felt that the overall process was comprehensive and complete.

Many thanks to the HR Edge and my fellow Board of Directors for their part in this very important process of selecting our new Executive Director. I would like to thank

Pat Cabulagan and the rest of the CAPRI staff for their support and collaboration during the search process.

Last but not least, I would like to extend a very special thank you to Pat Cabulagan for his nine years of service to CAPRI and his leadership and vision which has strengthened our insurance pool. In addition, Pat has assisted with advancing CARPD and improving their annual conference. Pat's last day with CAPRI will be November 30<sup>th</sup>, as he and his wife have relocated to Utah to start their next chapter of their life.

As CAPRI moves into its next chapter, we have many exciting times ahead. I would ask for your continued support and enthusiasm as Matt transitions into his new role. His first day will be October 1st. Please join me in officially welcoming Matt to CAPRI!

Sincerely,

CALIFORNIA ASSOCIATION FOR PARK AND RECREATION IDEMNITY

*Lindsay Woods*

Lindsay D. Woods  
Board President

/ldw



DATE: September 12, 2018  
TO: Members, CAPRI  
FROM: Pat Cabulagan, Administrator  
RE: **ELECTION NOTICE / CALL FOR NOMINATIONS**

This year (2018) is an election year. Elections are held in each even-numbered year. In accordance with established policies and procedures, the CAPRI Board of Directors is calling for nominations for three seats that will become available at the end of this year. The current seats up for election is as follows:

**Upper 1/3**  
**Middle 1/3**  
**Lower 1/3**

Article II of the CAPRI Bylaws, (2) Election and/or Appointment of Directors of the CAPRI Bylaws states, "The Board of Directors shall consist of two directors appointed by the Board of Directors of the California Association of Recreation and Park Districts (CARPD) and five directors selected by the participating member districts. The CARPD-appointed Directors will serve indefinite terms at the pleasure of CARPD. The remaining five directors shall be elected to office for four-year terms; two as "at large" Directors elected by the entire CAPRI membership, and three by category from the upper, middle and lower thirds of CAPRI membership, as measured in tiers by total contributions paid in the year before the election. Each participating member district shall have one vote for each at large director position to be elected, and one vote for the director position representing that District's membership tier. The candidates receiving the highest number of votes for available positions on the Board shall be elected in each category. All Directors (other than the CARPD-appointed directors) must be either a member of the Board of Directors or a management employee of a participating member district. Only one representative from any district may serve on the Board of Directors at the same time." "The Board shall set the time and manner of elections, to be conducted in even-numbered years."

CAPRI is soliciting interested individuals willing to serve on CAPRI's Board of Directors to be placed on the ballot for the "Upper 1/3", "Middle 1/3", and "Lower 1/3" category on the Board (spreadsheet enclosed.) Only one representative from any district may serve on the Board of Directors at the same time." Each interested individual will be placed on the ballot for this year's election to be voted on by the membership.

All qualified and interested individuals willing to serve on the CAPRI Board of Directors should send a letter of interest to CAPRI outlining their interest and qualifications for the CAPRI Board of Directors by October 12, 2018 to be considered. Please send your letter of interest to:

CAPRI  
6341 Auburn Boulevard, Suite A  
Citrus Heights, CA 95621

The CAPRI Board of Directors meets a minimum of 4 times a year. Three of the meetings are at the CAPRI office in Citrus Heights, CA and one of the meeting locations is determined by the Board of Directors. The Board may have additional teleconference meetings. Travel expenses for the CAPRI Board of Directors meetings are reimbursed. Also, Board of Directors is encouraged to attend insurance/risk management/insurance pooling conferences each year paid for by CAPRI.

This year's election will be held by an Mail/E-mail Ballot. The timeline for the 2018 election is as follows:

<u>Action</u>	<u>Date</u>
Notice/Call for Nominations	09/12/18
Nominations must be received	10/12/18
Ballots mailed to Districts	10/19/18
ELECTION (ballot must be in)	11/16/18
Run-off Election Ballots (if needed)	11/23/18
RUN-OFF ELECTION (if needed)	12/14/18

If you have any questions or the CAPRI staff can assist you, please give us a call.

Sincerely,



Pat Cabulagan  
*Administrator*

*Enclosure: Contribution Breakdown – Upper, Middle and Lower Tiers*

**PUBLIC NOTICE**  
**September 28, 2018**

**VACANCY OF PUBLIC MEMBER AND ALTERNATE PUBLIC MEMBER POSITIONS**  
**ON THE SACRAMENTO LOCAL AGENCY FORMATION COMMISSION**

NOTICE is hereby given that on January 1, 2019 vacancies will exist for the two positions which represent the public at large, the Public Member Commissioner and the Alternate Public Member Commissioner, on the Sacramento Local Agency Formation Commission (LAFCo). The Commission hereby solicits applications of interested persons for each of these positions. A copy of the Application may be downloaded from the LAFCo website ([www.saclaafco.org](http://www.saclaafco.org)) or obtained by calling Diane Thorpe, LAFCo Commission Clerk, at (916)874-6458.

**Application must be received no later than 3:30 P.M. on November 1, 2018.**

The Commission appoints both the Public Member Commissioner and the Alternate Public Member Commissioner on the Sacramento Local Agency Formation Commission. The term of office is four years, beginning January 1, 2019 and ending December 31, 2022. **The prospective candidate may not be associated with, nor employed by, the County of Sacramento, any city government of any city within the County of Sacramento, nor any Special District located within the County of Sacramento.**

LAFCo is a state-mandated, regulatory body responsible for the discouragement of urban sprawl and the encouragement of the orderly formation and development of local governmental agencies based upon local conditions. The Commission hears incorporation proposals, proposals for city and special district boundary changes, i.e., annexations, detachments, reorganizations, consolidations, and mergers and amendments to Sphere of Influence proposals.

LAFCo is composed of seven Commission Members and five Alternate Commission Members. The composition of the Commission consists of the following classes: two members of the Sacramento County Board of Supervisors; two members selected by the independent Special Districts located within the County of Sacramento; one member, appointed by the Mayor, serves on the City Council of the City of Sacramento; one member, appointed by the City Selection Committee, is a member of a City Council other than the City of Sacramento, located within the County of Sacramento; and one Public Member, appointed by the Commission from applications submitted upon the announcement of vacancy.

The Alternate Commissioner sits as a voting Commissioner for the regular member when he/she is unable to attend. The Commission meets for approximately one to three hours on the **first Wednesday of each month at 5:30 P.M.** in the Board of Supervisors' Chambers of the Sacramento County Administration Center, 700 H Street, Sacramento. Special meetings are called from time to time.

Anyone interested in submitting an application for either the Public Member position or the Alternate Public Member position should forward a completed copy of the application form and attachments as soon as possible. **Applications must be received no later than 3:30 P.M. on November 1, 2018.** A person may apply for both of the two distinctly separate positions.

**Forward applications to:**

Diane Thorpe, Commission Clerk  
SACRAMENTO LOCAL AGENCY FORMATION COMMISSION  
1112 I Street, Suite 100  
Sacramento, CA 95814  
or e-mail to: [commissionclerk@saclaafco.org](mailto:commissionclerk@saclaafco.org)

The Commission will name a subcommittee to review applications and conduct interviews (if necessary). Commission action for the appointment of these two offices will occur at a regularly scheduled meeting. If you have questions, call the Commission Clerk at (916) 874-6458.

GENERAL FUND EXPENDITURES  
FOR THE MONTH ENDING  
SEPTEMBER 30, 2018

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906025659	20200500	US BANK CORPORATE PAYMENT	Advertising	76.65
1906024420	20202900	JENNIFER VON AESCH	Business/Conference Expense	120.00
1906014646	20203900	JENNIFER VON AESCH	Employee Transportation	33.46
1906029926	20203900	CHELSEA MCADAM	Employee Transportation	4.80
				38.26
1906017993	20205500	HUB INTERNATIONAL	Insurance Long-Term	128.04
1300686060	20208102	POSTAGE	Stamps	-1.00
1906013142	20219700	AT&T	Telephone Service	21.11
1906012772	20219700	SPRINT P C S	Telephone Service	40.11
1906018000	20219700	COMCAST	Telephone Service	608.97
1906017998	20219700	AT&T	Telephone Service	19.51
				689.70
1906017994	20226200	JJR ENTERPRISES INC	Office Equipment Maintenance Supply	136.27
1906030367	20226200	JJR ENTERPRISES INC	Office Equipment Maintenance Supply	131.49
				267.76
1906020523	20252500	CENTERPOINT ENGINEERING I	Engineering Services	1,935.00
1906017688	20256200	DESIREE BROWN	Transcribing Services	120.00
1906024411	20257100	TIN STAR SECURITY CO	Security Services	1,098.75
1906017804	20259100	PATTISON & ASSOCIATES INC	Other Prof Service	5,000.00
1906017691	20259101	ROBERT PORTER	Computer Consultants	500.00
1906025659	20281201	US BANK CORPORATE PAYMENT	Hardware	-0.01
1906025659	20281202	US BANK CORPORATE PAYMENT	Software	252.39
1906014690	20285100	GRANIT BAY MARTIAL ARTS C	Recreation Services	252.00
1906014685	20285100	KORI SCOTT	Recreation Services	210.00
1906014661	20285100	FRESHI FILMS LLC	Recreation Services	34.30
1906014652	20285100	TRAVIS GROSJEAN	Recreation Services	182.00
1906014647	20285100	ATHLACTION HOLDINGS LLC	Recreation Services	9,990.00
1906017846	20285100	KAYLA HENDRY WALKER	Recreation Services	479.50
1906017845	20285100	RICHARD KOWALESKI	Recreation Services	96.00
1906017696	20285100	DANIEL CRANDALL	Recreation Services	68.60
1906017626	20285100	RYAN VERMILLION	Recreation Services	1,038.50
1906020471	20285100	FREE FLOW ACADEMY INC	Recreation Services	574.00
1906020469	20285100	STEVEN MIRANDA	Recreation Services	741.00
1906020385	20285100	TAYEHS MANAGEMENT CO	Recreation Services	726.00
1906025659	20285100	US BANK CORPORATE PAYMENT	Recreation Services	1,406.32
1906024409	20285100	FRESHI FILMS LLC	Recreation Services	75.60
1906024407	20285100	ALISON LLOYD	Recreation Services	168.00
1906024404	20285100	ADRIAAN JANSEN VAN VUUREN	Recreation Services	624.50
1906024402	20285100	RESCUE TRAINING INSTITUTE	Recreation Services	105.00
1906024399	20285100	RESCUE TRAINING INSTITUTE	Recreation Services	105.00
1906024397	20285100	RESCUE TRAINING INSTITUTE	Recreation Services	101.50
				16,977.82
1906025659	20285200	US BANK CORPORATE PAYMENT	Recreation Supplies	1,845.44
1906025659	20285200	US BANK CORPORATE PAYMENT	Recreation Supplies	63.52



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

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditures	Expenditure to Date	Funds Available	% Left
<b>1000</b>	<b>SALARIES &amp; EMPLOYEE BENEFITS</b>					
10111000	Salaries & Wages, Regular	835,000.00	56,925.00	184,186.86	650,813.14	78%
10112100	Salaries & Wages, Extra Help	390,000.00	16,755.41	156,571.65	233,428.35	60%
10112400	Salaries, Board members	12,000.00	500.00	1,700.00	10,300.00	86%
10121000	Retirement	210,000.00	13,684.68	46,456.32	163,543.68	78%
10122000	Social Security	90,000.00	5,543.41	25,793.00	64,207.00	71%
10123000	Group Insurance	235,000.00	17,876.40	49,492.90	185,507.10	79%
10124000	Worker's Comp. Ins	60,000.00		7,861.25	52,138.75	87%
10125000	Unemployment Insurance	25,000.00	814.07	7,333.27	17,666.73	71%
10128000	Health Care/Retirees	0.00		-	0.00	#DIV/0!
	<b><i>SUB-TOTAL</i></b>	<b>1,857,000.00</b>	<b>112,098.97</b>	<b>479,395.25</b>	<b>1,377,604.75</b>	<b>74%</b>
<b>2000</b>	<b>SERVICES &amp; SUPPLIES</b>					
20200500	Advertise/Legal Notices	1,500.00	76.65	640.69	859.31	57%
20202100	Books/Periodicals/Subscrip	750.00			750.00	100%
20202900	Business/Conference Expense	5,000.00	120.00	1,315.52	3,684.48	74%
20203500	Education/Training Serv.	3,500.00		-	3,500.00	100%
20203600	Education /Training Supplies	1,000.00		-	1,000.00	100%
20203700	Tuition Reimbursement	2,000.00		-	2,000.00	100%
20203800	Employee Recognition	2,000.00		-	2,000.00	100%
20203802	Recognition Items	500.00		-	500.00	100%
20203803	Recognition Events	500.00		-	500.00	100%
20203900	Employee Transportation	3,000.00	38.26	299.37	2,700.63	90%
20205100	Liability Insurance	43,000.00		23,554.00	19,446.00	45%
20205500	Rental Insurance	4,000.00	128.04	128.04	3,871.96	97%
20206100	Membership Dues	8,000.00		7,180.00	820.00	10%
20207600	Office Supplies	9,000.00		473.59	8,526.41	95%
20207602	Signs	500.00		-	500.00	100%
20207603	Keys	350.00		-	350.00	100%
20208100	Postal Services	6,500.00		1,950.00	4,550.00	70%
20208102	Stamps	3,000.00	(1.00)	147.40	2,852.60	95%
20208500	Printing Services	28,000.00		4,465.00	23,535.00	84%
20210300	Agricultural/Horticultural Svc	500.00		-	500.00	100%
20210400	Agricultural/Horticultural Sup	1,000.00		-	1,000.00	100%
20211200	Building Maint. Supplies	1,000.00		528.00	472.00	47%
20212200	Chemicals	500.00		-	500.00	100%
20213100	Electrical Maint. Service	400.00		-	400.00	100%
20213200	Electrical Maint. Supplies	500.00		-	500.00	100%
20214100	Land Improv. Maint. Services	500.00		-	500.00	100%
20214200	Land Improv. Maint. Supplies	500.00		-	500.00	100%
20215100	Mechanical System Maint. Ser	500.00		-	500.00	100%
20215200	Mechanical System Maint. Sup	500.00		-	500.00	100%
20216200	Painting Supplies	500.00		-	500.00	100%
20216700	Plumbing Maint. Service	400.00		-	400.00	100%
20216800	Plumbing Maint. Supplies	1,000.00		-	1,000.00	100%
20218100	Irrigation Services	500.00		-	500.00	100%
20218200	Irrigation Supplies	500.00		-	500.00	100%



Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditures	Expenditure to Date	Funds Available	% Left
20218500	Permit Charges	3,000.00		-	3,000.00	100%
20219100	Electricity	500.00		-	500.00	100%
20219200	Natural Gas / LPG/ Fuel Oil	500.00		-	500.00	100%
20219300	Refuse Disp Service	500.00		-	500.00	100%
20219500	Sewage Disposal Service	500.00		-	500.00	100%
20219700	Telephone Service	15,000.00	689.70	2,065.44	12,934.56	86%
20219800	Water	1,000.00		-	1,000.00	100%
20219900	Telephone System Maint.	500.00		-	500.00	100%
20220500	Automotive Maint. Service	500.00		-	500.00	100%
20220600	Automotive Maint. Supplies	500.00		-	500.00	100%
20221200	Construction Equip Maint Sup	500.00		-	500.00	100%
20222600	Expendable Tools	500.00		-	500.00	100%
20223600	Fuel & Lubricants	500.00		-	500.00	100%
20226100	Office Equip Maint Service	1,000.00		-	1,000.00	100%
20226200	Office Equip Maint Supplies	5,000.00		-	5,000.00	100%
20227500	Rents/Leases Equipment	500.00		-	500.00	100%
20228100	Shop Equip Maint Service	500.00		-	500.00	100%
20228200	Shop Equip Maint Supplies	500.00		-	500.00	100%
20229100	Other Equip Maint Service	500.00		-	500.00	100%
20229200	Other Equip Maint Supplies	500.00	267.76	417.92	82.08	16%
20231400	Clothing/Personal Supplies	2,000.00		-	2,000.00	100%
20232100	Custodial Services	1,000.00		-	1,000.00	100%
20232200	Custodial Supplies	1,000.00		175.91	824.09	82%
20244300	Medical Services	200.00		133.49	66.51	33%
20250500	Accounting Services	8,000.00		-	8,000.00	100%
20250700	Assessment/Collection Service	18,000.00		-	18,000.00	100%
20252500	Engineering Services	6,000.00	1,935.00	1,935.00	4,065.00	68%
20253100	Legal Services	15,000.00		1,158.50	13,841.50	92%
20256200	Transcribing Services	1,000.00	120.00	303.00	697.00	70%
20257100	Security Services	5,000.00	1,098.75	1,098.75	3,901.25	78%
20259100	Other Professional Services	10,000.00	5,000.00	17,898.14	(7,898.14)	-79%
20259101	Computer Consultants	6,000.00	500.00	1,500.00	4,500.00	75%
20281201	PC Hardware	10,000.00	(0.01)	4,284.79	5,715.21	57%
20281202	PC Software	6,000.00	252.39	638.60	5,361.40	89%
20281203	PC Supplies	1,000.00		-	1,000.00	100%
20281900	Elections	0.00		-	0.00	#DIV/0!
20285100	Recreational Services	180,000.00	16,977.82	41,324.25	138,675.75	77%
20285200	Recreational Supplies	40,000.00	2,028.32	9,461.35	30,538.65	76%
20289800	Other Operating Exp - Supplies	2,000.00		(443.00)	2,443.00	122%
20289900	Other Operating Exp - Services	2,000.00		-	2,000.00	100%
20291100	System Development Services	3,000.00		-	3,000.00	100%
20296200	GS Parking Charges	200.00	12.25	14.00	186.00	93%
	<b>SUB-TOTAL</b>	<b>480,800.00</b>	<b>29,243.93</b>	<b>122,647.75</b>	<b>358,152.25</b>	<b>74%</b>
<b>3000</b>	<b>OTHER CHARGES</b>					
30321000	Interest Expense	14,000.00		-	14,000.00	100%
30322000	Bond/Loan Redemption	70,000.00	429.93	859.86	69,140.14	99%
30345000	Taxes/Licenses/Assess Trans	2,500.00		-	2,500.00	100%
	<b>SUB-TOTAL</b>	<b>86,500.00</b>	<b>429.93</b>	<b>859.86</b>	<b>85,640.14</b>	<b>99%</b>

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditures	Expenditure to Date	Funds Available	% Left
<b>4000</b>	<b>FIXED ASSETS</b>					
41410100	Land	0.00		-	0.00	
42420200	Struc. & Improvements	270,000.00		-	270,000.00	100%
43430300	Vehicles/Equipment	0.00		-	0.00	-
	<b>SUB-TOTAL</b>	<b>270,000.00</b>	<b>-</b>	<b>-</b>	<b>270,000.00</b>	<b>100%</b>
<b>5000</b>	<b>INTERFUND CHARGES</b>					
50557100	Fingerprinting Service	4,000.00	376.00	658.00	3,342.00	84%
	<b>SUB-TOTAL</b>	<b>4,000.00</b>	<b>376.00</b>	<b>658.00</b>	<b>3,342.00</b>	<b>84%</b>
79790100	<i>Contingency Appropriations</i>	0.00		-	0.00	0%
	<i>Deposit into Reserves</i>	0.00		-	0.00	0%
	<b>GRAND TOTAL</b>	<b>2,698,300.00</b>	<b>142,148.83</b>	<b>603,560.86</b>	<b>2,094,739.14</b>	<b>78%</b>

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

<b>Account Number</b>	<b>Revenue Account</b>	<b>2018/2019 Budgeted Revenue</b>	<b>Realized This Period</b>	<b>Collection YTD Balance</b>	<b>YTD Uncollected Balance</b>	<b>% Collected</b>
91910100	Prop. Taxes - Current Secured	1,340,000		0.00	1,340,000.00	0.00%
91910200	Prop. Taxes - Current Unsecured	40,000		0.00	40,000.00	0.00%
91910300	Supplemental Taxes Current	10,000		0.00	10,000.00	0.00%
91910400	Prop. Taxes Sec. Delinquent	10,000		0.00	10,000.00	0.00%
91910500	Prop. Taxes Supp. Delinq.	500		0.00	500.00	0.00%
91910600	Unitary Current Secured	12,000		0.00	12,000.00	0.00%
91910800	Prior Year Supple-Delinq	-		0.00	0.00	
91910900	Education Rev. Augment. Fund	-		0.00	0.00	
91911000	Prop. Tax - Sec. Delinq. Roll	-		0.00	0.00	
91912000	Prop. Tax - Sec. Redemption	-		0.00	0.00	
91913000	Prop. Tax Prior - Unsecured	1,000		0.00	1,000.00	0.00%
91914000	Penalty Costs - Prop. Tax	200		0.00	200.00	0.00%
91919900	Taxes - Other	-		0.00	0.00	
	<b><i>SUB-TOTAL TAXES 9100</i></b>	<b><i>1,413,700</i></b>	<b><i>0.00</i></b>	<b><i>0.00</i></b>	<b><i>1,413,700.00</i></b>	<b><i>0.00%</i></b>
94941000	Interest Income	4,000		0.00	4,000.00	0.00%
94942900	Building Rental Other	100,000	7,893.96	34,707.23	65,292.77	34.71%
94943900	Cell Tower Leases	19,600	2,611.78	7,835.34	11,764.66	39.98%
94944800	Rec.Concessions Final 9	17,000	2,939.19	3,939.19	13,060.81	23.17%
94945900	Other Vending Devices	2,000		0.00	2,000.00	0.00%
94949000	Concessions - Other	-		0.00	0.00	
95952200	Homeowner Prop. Tax Relief	15,000		0.00	15,000.00	0.00%
95952900	In-Lieu Taxes	270,000		0.00	270,000.00	0.00%
95956900	State Aid - Other Misc. Programs	-		0.00	0.00	
96963313	Miscellaneous Fees	1,000		946.18	53.82	94.62%
96964600	Recreation Service Charges	485,000	35,721.25	141,651.88	343,348.12	29.21%
96969700	Security Services	2,500	548.50	2,648.20	-148.20	105.93%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	-	1,100.00	1,116.35	-1,116.35	
97973200	Recreation Contributions	-		0.00	0.00	
97973300	Orangevale Clubs	-		0.00	0.00	
97974000	Insurance Proceeds	2,500	-151.00	317.65	2,182.35	12.71%
97979000	Revenue - Other	500	213.75	248.75	251.25	49.75%
	<b><i>SUB-TOTAL OTHER MISC. INCOME</i></b>	<b><i>919,100</i></b>	<b><i>50,877.43</i></b>	<b><i>193,410.77</i></b>	<b><i>725,689.23</i></b>	<b><i>21.04%</i></b>
	<b><i>TOTAL BUDGET AMOUNT</i></b>	<b><i>2,332,800</i></b>	<b><i>50,877.43</i></b>	<b><i>193,410.77</i></b>	<b><i>2,139,389.23</i></b>	<b><i>8.29%</i></b>

OLLAD EXPENDITURES  
FOR THE MONTH ENDING  
SEPTEMBER 30, 2018

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906028009	20210300	NORTHERN CALIFORNIA INALL	Agricultural/Horticultural Service	525.00
1906027018	20210400	AMERICAN RIVER ACE HARDWA	Agricultural/Horticultural Supply	89.33
1906025659	20211200	US BANK CORPORATE PAYMENT	Bldg Maint Supplies	259.72
1906025659	20211200	US BANK CORPORATE PAYMENT	Bldg Maint Supplies	20.13
1906027018	20211200	AMERICAN RIVER ACE HARDWA	Bldg Maint Supplies	95.92
				<b>375.77</b>
1906027018	20213200	AMERICAN RIVER ACE HARDWA	Electrical Maintenance Supplies	17.22
1906028005	20213200	LIGHTBULBSPLUS INC	Electrical Maintenance Supplies	28.68
1906028003	20213200	LIGHTBULBSPLUS INC	Electrical Maintenance Supplies	208.90
				<b>254.80</b>
1906017695	20214200	GOLD COUNTRY TRACTOR INC	Land Imp Maint Supplies	40.33
1906017683	20214200	GORDON COOK	Land Imp Maint Supplies	69.08
1906025659	20214200	US BANK CORPORATE PAYMENT	Land Imp Maint Supplies	107.74
				<b>217.15</b>
1906017622	20216700	GRAVES 7 INC	Plumbing Maintenance Service	260.00
1906017996	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	1.97
1906027018	20218200	AMERICAN RIVER ACE HARDWA	Irrigation Supplies	56.01
				<b>57.98</b>
1906028001	20218500	SAC METROPOLITAN AIR QUAL	Permit Charges	827.00
1906030378	20218500	COUNTY OF SACRAMENTO	Permit Charges	490.00
				<b>1,317.00</b>
1906012764	20219100	SMUD	Electricity	8,030.74
1906013140	20219200	PACIFIC GAS AND ELECTRIC	Natural Gas/LPG/Fuel Oil	350.63
1906020478	20219200	GREENBACK EQUIPMENT RENTA	Natural Gas/LPG/Fuel Oil	14.44
				<b>365.07</b>
1906013146	20219300	ALLIED WASTE SERVICES OF	Refuse Collection/Disposal Service	1,649.92
1906020462	20219500	UNITED SITE SERVICES	Sewage Disposal Service	306.63
1906030376	20219500	UNITED SITE SERVICES	Sewage Disposal Service	177.86
1906030373	20219500	UNITED SITE SERVICES	Sewage Disposal Service	177.86
				<b>662.35</b>
1906025659	20219800	US BANK CORPORATE PAYMENT	Water	38.53
1906027941	20219800	ORANGE VALE WATER COMPANY	Water	7,748.58
1906032400	20219800	COUNTY OF SACRAMENTO	Water	513.92
				<b>8,301.03</b>
1906029960	20220600	CARQUEST	Auto Maintenance Supply	560.80
1906012760	20223600	FLEETCOR TECHNOLOGIES	Fuel/Lubricants	1,341.80
1906017686	20228100	GORDON COOK	Shop Equip Maint Service	44.95
1906020383	20228200	GOLD COUNTRY TRACTOR INC	Shop Equipment Maintenance Supply	284.82
1906020383	20228200	GOLD COUNTRY TRACTOR INC	TAX ACCRUAL	1.33
1906020192	20228200	GOLD COUNTRY TRACTOR INC	Shop Equipment Maintenance Supply	14.80
1906020192	20228200	GOLD COUNTRY TRACTOR INC	TAX ACCRUAL	0.07
1906025659	20228200	US BANK CORPORATE PAYMENT	Shop Equip Maint Supplies	19.19

OLLAD EXPENDITURES  
 FOR THE MONTH ENDING  
 SEPTEMBER 30, 2018

1906025659	20228200	US BANK CORPORATE PAYMENT	Shop Equip Maint Supplies	0.87
1906027018	20228200	AMERICAN RIVER ACE HARDWA	Shop Equipment Maintenance Supply	56.58
1906028008	20228200	GORDON COOK	Shop Equipment Maintenance Supply	67.87
1906029960	20228200	CARQUEST	Shop Equipment Maintenance Supply	74.56
				<b>520.09</b>
1906014655	20229200	GOLD COUNTRY TRACTOR INC	Other Equipment Maintenance Supply	304.08
1906017693	20229200	GOLD COUNTRY TRACTOR INC	Other Equipment Maintenance Supply	42.33
				<b>346.41</b>
1906027988	20231400	UNIFIRST CORPORATION	Clothing/Personal Supplies	<b>148.36</b>
1906027988	20232200	UNIFIRST CORPORATION	Custodial Services	97.95
1906017850	20232200	STATE INDUSTRIAL PRODUCTS	Custodial Supplies	560.00
1906017849	20232200	INTERLINE BRANDS INC	Custodial Supplies	222.86
1906030370	20232200	NELSONS BUILDING MAINTENA	Custodial Supplies	234.55
				<b>1,115.36</b>
1906020487	20252500	SCI CONSULTING GROUP	Engineering Services	<b>2,000.00</b>
1906027023	20253100	DAVID MCMURCHIE	Legal Services	<b>2,623.50</b>
1906027027	20257100	FULTON-EL CAMINO REC & PA	Security Services	<b>1,045.00</b>
1906017697	20259100	NEIGHBORLY PEST MANAGEMEN	Other Professional Services	169.00
1906027992	20259100	MTW GROUP	Other Professional Services	3,973.00
				<b>4,142.00</b>

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

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditure	Expenditure to Date	Funds Available	% Left
<b>2000</b>	<b>SERVICES &amp; SUPPLIES</b>					
20207600	Office Supplies	500.00		-	500.00	100%
20207602	Signs	500.00		-	500.00	100%
20207603	Keys	2,000.00		-	2,000.00	100%
20206100	Membership Dues	1,000.00		-	1,000.00	100%
20210300	Agricultural/Horticultural Service	12,000.00	525.00	1,387.50	10,612.50	88%
20210400	Agricultural/Horticultural Supply	15,000.00	89.33	701.03	14,298.97	95%
20211200	Building Maint. Supplies	10,000.00	375.77	993.21	9,006.79	90%
20212200	Chemicals	30,000.00		11,903.80	18,096.20	60%
20213100	Electrical Maint. Service	6,000.00		8,645.64	(2,645.64)	-44%
20213200	Electrical Maint. Supplies	2,000.00	254.80	254.80	1,745.20	87%
20203500	Education/Training Service	3,000.00		-	3,000.00	100%
20214100	Land Improv. Maint. Service	20,000.00		-	20,000.00	100%
20214200	Land Improv. Maint. Supplies	46,000.00	217.15	3,070.08	42,929.92	93%
20215100	Mechanical System Maint. Ser	10,000.00		-	10,000.00	100%
20215200	Mechanical System Maint. Sup	3,000.00		742.30	2,257.70	75%
20216200	Painting Supplies	1,500.00		63.98	1,436.02	96%
20216700	Plumbing Maint. Service	1,000.00	260.00	260.00	740.00	74%
20216800	Plumbing Maint. Supplies	4,000.00		645.14	3,354.86	84%
20218100	Irrigation Service	2,000.00		-	2,000.00	100%
20218200	Irrigation Supplies	18,000.00	57.98	5,385.68	12,614.32	70%
20218500	Permit Charges	2,000.00	1,317.00	1,741.75	258.25	13%
20219100	Electricity	83,000.00	8,030.74	23,514.67	59,485.33	72%
20219200	Natural Gas / LPG/ Fuel Oil	30,000.00	365.07	1,365.00	28,635.00	95%
20219300	Refuse Collection / Disposal Servic	24,000.00	1,649.92	5,110.27	18,889.73	79%
20219500	Sewage Disposal Service	14,000.00	662.35	3,129.48	10,870.52	78%
20219800	Water	51,000.00	8,301.03	22,733.10	28,266.90	55%
20219900	Telephone System Maintenance	3,000.00		-	3,000.00	100%
20220500	Auto Maintenance Service	6,000.00		112.51	5,887.49	98%
20220600	Auto Maintenance Supplies	6,000.00	560.80	896.22	5,103.78	85%
20221200	Construction Equip. Maint. Sup.	500.00		-	500.00	100%
20222600	Expendable Tools	4,000.00		-	4,000.00	100%
20223600	Fuel & Lubricants	18,000.00	1,341.80	4,464.79	13,535.21	75%
20227500	Rent/Lease Equipment	5,000.00		288.30	4,711.70	94%
20228100	Shop Equip. Maint. Service	2,000.00	44.95	44.95	1,955.05	98%
20228200	Shop Equip. Maint. Supplies	7,000.00	520.09	1,911.05	5,088.95	73%
20229100	Other Equip. Maint. Service	2,500.00		221.67	2,278.33	91%
20229200	Other Equip. Maint. Supplies	4,000.00	346.41	1,339.36	2,660.64	67%
20231400	Clothing/Personal Supplies	4,000.00	148.36	242.56	3,757.44	94%
20232200	Custodial Supplies	20,000.00	1,115.36	3,031.17	16,968.83	85%
20250500	Accounting Services	3,000.00		-	3,000.00	100%
20252500	Engineering Services	15,000.00	2,000.00	9,130.76	5,869.24	39%
20253100	Legal Services	18,000.00	2,623.50	10,027.50	7,972.50	44%
20257100	Security Services	16,000.00	1,045.00	3,511.98	12,488.02	78%
20259100	Other Professional Services	38,000.00	4,142.00	16,728.46	21,271.54	56%
20289800	Other Operating Expenses Sup.	3,500.00		222.09	3,277.91	94%
	<b>SUB-TOTAL</b>	<b>567,000.00</b>	<b>35,994.41</b>	<b>143,820.80</b>	<b>423,179.20</b>	<b>75%</b>
<b>3000</b>	<b>OTHER CHARGES</b>					

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditure	Expenditure to Date	Funds Available	% Left
30321000	Interest Expense	0.00		-	0.00	0%
30322000	Bond/Loan Redemption	0.00		-	0.00	0%
30345000	Taxes/Licenses/Assess Trans	1,200.00		157.05	1,042.95	87%
	<b>SUB-TOTAL</b>	<b>1,200.00</b>	<b>-</b>	<b>157.05</b>	<b>1,042.95</b>	<b>87%</b>
<b>4000</b>	<b>FIXED ASSETS</b>					
42420200	Struc. & Improvements	110,000.00		-	110,000.00	0%
43430300	Equipment	70,000.00		-	70,000.00	0%
	<b>SUB-TOTAL</b>	<b>180,000.00</b>	<b>-</b>	<b>-</b>	<b>180,000.00</b>	<b>0%</b>
	<b>GRAND TOTAL</b>	<b>748,200.00</b>	<b>35,994.41</b>	<b>143,977.85</b>	<b>604,222.15</b>	<b>81%</b>





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

<b>Account Number</b>	<b>Expenditure Account</b>	<b>Budgeted 2018/2019</b>	<b>Current Expenditures</b>	<b>Expenditures to Date</b>	<b>Funds Available</b>	<b>% Left</b>
<b>2000</b>	<b>SERVICES &amp; SUPPLIES</b>					
20200500	Advertise/Legal Notices	500.00		-	500.00	100%
20207600	Office Supplies	100.00		-	100.00	100%
20207602	Signs	50.00		-	50.00	100%
20210300	Ag/HorT Service	500.00		-	500.00	100%
20219800	Water	800.00	39.19	117.57	682.43	85%
20223600	Fuel & Lubricants	600.00	55.91	177.50	422.50	70%
20250500	Accounting Services	500.00		-	500.00	100%
20252500	Engineering Services	1,000.00	1,000.00	1,000.00	0.00	0%
20253100	Legal Services	100.00		-	100.00	100%
20256200	Transcribing Services	150.00		-	150.00	100%
20259100	Other Professional Svc	500.00		-	500.00	100%
20289900	Other Operating Exp - Svc	300.00		-	300.00	100%
20291500	COMPASS Costs	300.00		-	300.00	100%
20296200	GS Parking Charges	30.00		-	30.00	100%
	<b>SUB-TOTAL</b>	<b>5,430.00</b>	<b>1,095.10</b>	<b>1,295.07</b>	<b>4,134.93</b>	<b>76%</b>
<b>4000</b>	<b>FIXED ASSETS</b>					
42420200	Struc. & Improvements	0.00		-	0.00	0%
	<b>SUB-TOTAL</b>	<b>0.00</b>	<b>-</b>	<b>-</b>	<b>0.00</b>	<b>0%</b>
	<b>GRAND TOTAL</b>	<b>5,430.00</b>	<b>1,095.10</b>	<b>1,295.07</b>	<b>4,134.93</b>	<b>76%</b>

**ORANGEVALE RECREATION & PARK DISTRICT  
PERSONNEL/POLICY COMMITTEE MEETING  
WEDNESDAY, OCTOBER 3, 2018  
4:30 PM**

**LOCATION:  
Orangevale Community Center  
6826 Hazel Avenue  
Orangevale, CA 95662**

1. **CALL TO ORDER** *The meeting was called to order at 4:45 p.m.  
Roll call: Director Brunberg, Director Montes, Administrator Foell, Jennifer Von Aesch, Finance/HR  
Superintendent*
  
2. **PUBLIC DISCUSSION**  
Any person may address the committee; however, any matter that requires action will be referred to staff and/or committee/Board of Directors for a report and action at a subsequent meeting.
  
3. **UNFINISHED BUSINESS**
  
4. **NEW BUSINESS**
  - A. Discussion of HMO and High Deductible (HD) Health Plans and Health Saving Accounts (HSA)  
*Superintendent Von Aesch outlined the differences in the HMO and HD health plans and costs currently offered to staff through Sacramento County. She explained the current trend of employers using their savings or part of their savings when employees switch from an HMO to a HD to help seed their employees HSA. This would make the employees accounts a partially employer funded medical retirement account without a long-term District liability commitment. Various scenarios and outcomes were discussed concluding that this option would benefit both the District by saving health expenses and the employees by helping to fund their HSA. Directors Montes and Brunberg recommended the Board approve a policy for the District to pay 75% of its savings in 2019 to employees HSAs, 50% in 2020 and 25% in 2021 and thereafter as long as the District savings amount is maintained.*
  
  - B. Discussion of Health Benefits Waiver Policy and Employee Stipend  
*Superintendent Von Aesch overviewed the Staff Report explaining the proposed health benefits waived stipend policy. Employees who have full benefits with their parents or spouse would be eligible for a \$100 per month stipend which would be added to their paychecks. A requirement of proof of adequate insurance and a waiver would be signed. The Committee recommended presenting the item to the full Board for consideration.*
  
5. **DIRECTOR'S AND STAFF'S COMMENTS**
  
6. **ITEMS FOR NEXT AGENDA**
  
7. **ADJOURNMENT** *The meeting was adjourned and 5:13 p.m.*

# STAFF REPORT



DATE: 10-11-18

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: MONTHLY ACTIVITY REPORT – SEPTEMBER 2018

## ADMINISTRATION

- Administrator Foell and Board Member Montes attended the first meeting of the Orangevale Community Council.
- Administrator Foell participated in a CARPD legislative committee conference call.
- Administrator Foell met with the City of Citrus Heights staff to discuss the Electric Greenway Project.
- Administrator Foell met with Jim Oates regarding several maintenance projects at the Disc Golf Course.
- Administrator Foell and Park Supt. Oropeza attended the Electric Greenway walking tour.
- Administrator Foell and Park Supt. Oropeza met with Glen Wurster from All About Play to discuss the Youth Center Playground project.
- Administrator Foell and Finance/HR Superintendent Von Aesch met with SCERS representatives to discuss the District's employment classifications and retirement benefits.
- Superintendent Von Aesch attended an Active Shooter Workshop at the City of Citrus Heights.
- District staff attended a meeting with MTW to discuss the Orangevale Community Park Master Plan.
- Administrator Foell, Park Supt. Oropeza, and several maintenance staff employees attended training on the Arbor Pro Tree Management Software.

## RECREATION

- Supervisor Bain attended the VFCAL swim league meeting.

September Activities	Enrollment	Attendance	Gross Revenue
<b>Aquatics</b>			
Fall Swim	31		\$ 3,131.00
<b>Aquatics Sub Total</b>	<b>31</b>	<b>0</b>	<b>\$ 3,131.00</b>
<b>Classes</b>			
3-D Animation Skills	1		\$ 54.00
Aiki Jujitsu	7		\$ 376.00
Aikido Teen/Adult	6		\$ 711.00
Aikido Youth	12		\$ 899.00
Artist Studio	29		\$ 1,571.00
Ballet - Baby	10		\$ 326.00
Ballet - Pre Ballet	6		\$ 195.00
Basic Dog Obedience	1		\$ 197.00
Bronco Baseball	54		\$ 810.00
Dance - Foxtrot	2		\$ 64.00
Dance - Waltz	1		\$ 32.00

Dynamic Volleyball	5		\$	238.00
Gymnastics - Kinder Gym	1		\$	146.00
Gymnastics - Parent Participation	1		\$	138.00
Gymnastics - Tot	1		\$	138.00
Jazzercise		299		
Just for Kicks - Grades 2-6 Soccer	11		\$	743.00
Just for Kicks - K Soccer	7		\$	478.00
Just for Kicks - K-1 Soccer	6		\$	405.00
Just for Kicks - Pre K Soccer	5		\$	335.00
Karate - Preschool	6		\$	585.00
Karate - SA Shotokan	8		\$	1,084.00
Mini Ninja	2		\$	164.00
Natural Soap Making	1		\$	41.00
New Star Children's Theatre	3		\$	851.00
Pediatric CPR & First Aid	1		\$	77.00
Parkour & Free Running	2		\$	264.00
Pee Wee Basketball	12		\$	595.00
Simply Crafty Women		9		
Sunset Chef	4		\$	88.00
Tai-Chi Chuan	4		\$	174.00
Top Notch Basketball	69		\$	8,763.00
TwirlSport Cheer	4		\$	214.00
TwirlSport Tumbling	10		\$	526.00
Ukulele	32		\$	32.00
Yoga for Grown-Ups	8		\$	406.00
<b>Classes Sub Total</b>	<b>332</b>	<b>308</b>	<b>\$</b>	<b>21,720.00</b>
<b>Events</b>				
Rummage Sale	22		\$	707.00
<b>Events Sub Total</b>	<b>22</b>	<b>0</b>	<b>\$</b>	<b>707.00</b>
<b>Preschool</b>				
Kinder Kidz	21		\$	5,652.00
Orange Blossoms	20		\$	4,560.00
<b>Preschool Sub Total</b>	<b>41</b>		<b>\$</b>	<b>10,212.00</b>
<b>SENIORS</b>				
Bridge	72		\$	72.00
Kayaking for Boomers	2		\$	142.00
M.O.V.E. mid-day movie		9		
Senior Lunches		98		
<b>Seniors Sub Total</b>	<b>74</b>	<b>107</b>	<b>\$</b>	<b>214.00</b>
<b>Trips</b>				
Autumn in Yosemite	3		\$	925.00
British Landscapes	1		\$	632.80
<b>Trips Sub Total</b>	<b>4</b>	<b>0</b>	<b>\$</b>	<b>1,557.80</b>
<b>GRAND TOTAL</b>	<b>504</b>	<b>415</b>	<b>\$</b>	<b>7,541.80</b>

**September Gross Revenue Recap** – September OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$43,725, \$5,225 over the projected amount. September recreation revenue came in at \$35,701, \$701 over the projected amount and facility revenue in came in at \$8,024, \$4,524 over the projected amount. *Please note the revenue referenced here includes prepayments for future programs while the revenue figures listed in the chart on the previous page represent revenue attributed to programs occurring in September.*

#### **PROGRAM HIGHLIGHTS**

- The District started a kids cooking class.
- The District started a lifelong learning series as part of our M.O.V.E. programing.
- The District recognized our volunteers in the All Seasons Café.
- The Craft Fair has filled all vendor spots.

#### **UPCOMING EVENTS**

- October 12 Kids Night out Ahoy Matey
- October 19 Family Fright Night
- November 2 Pajama Night
- November 16-17 Holiday Craft Fair

#### **SECURITY**

**Fulton-El Camino Park District Police Department**  
**Monthly Status Report for: Orangevale Recreation and Park District**  
**Reporting Period: 09/01/2018 to 09/30/2018**

No Report Submitted

#### **PARKS**

- **Park Infrastructure**

All Parks

- Nelson repaired approximately 20 ft of fence at Orangevale Community Park.
- Doug and Horacio repaired the walking bridge at Sundance trail.
- Nelson continues to do playground inspections and repairs on site if necessary.
- Doug worked with Horacio in the repair of the pool heater. The control module box was replaced.

Mechanics

- Lucas continues to do basic maintenance on all vehicles and trucks.
- Lucas replaced the heater core and recharged the AC system on the 2006 Chevy truck.
- Lucas replaced the PTO safety switch and fuel shut off switch on the riding mower.
- Lucas replaced the seat safety switch on trim mower.
- Lucas repaired the muffler manifold on the trim mower.
- Lucas repaired two back pack blowers.

- **Park Irrigation**

All Parks

- Nelson and Jaime replaced a valve and added a sprinkler at OV Community Park.
- Nelson worked on the repair of an abandoned irrigation line located on the north side of OV Community Park.
- Nelson and other staff continue hand watering approx. 120 young trees every two weeks.
- Scott and Doug replaced several sprinklers at the dog park area for better coverage and less runoff water.

- Scott and Doug repaired 3 valves at Almond Park. Two had solenoid issues and one had a broken irrigation wire.
- **Park Grounds**
  - All Parks
    - Staff continues with detail maintenance in all parks.
    - Curtis worked on detail maintenance of the office area; pruning, weeding, and spraying.
    - Bruce removed all weeds from Almond playground area and got it ready for soft fall material.
    - Bruce, Daniel and Horacio removed a 25-foot tree and cleaned up the area from all brush at Winding Oak nature area.
    - Scott and Doug worked on the reseeding of Palisades, Coleman and Pasteur soccer fields.
- **Other Reports**
  - Staff attended the annual CPRS Elk Grove Equipment Expo and enjoyed the time networking with vendors and other Park and Recreation colleagues.
  - All full-time staff was trained in Arbor-Pro Tree Management Software and the staff is looking forward to utilizing the software.

# STAFF REPORT



DATE: 10-11-18

TO: Board of Directors

FROM: Greg Foell, District Administrator

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

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## **RECOMMENDATION**

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

## **BACKGROUND**

This item appeared on the agenda for the September 2018 Board of Directors Meeting. At that meeting the Board requested staff to have the District's attorney review the agreement and provide any legal verbiage updates to the document that may have occurred from the initial agreement to present. District Counsel David McMurchie responded as follows: "I have reviewed the original Final 9 Concession Agreement dated October 2002 and the various amendments to that agreement to date. I don't see any reason to revise or change the basic legal protections for the district contained in the agreement. The definition of permitted uses of District property in Section 3 is sufficiently specific to permit the district to refuse use of District property for any use other than those specific disc golf related uses specified in the agreement. The provisions in the agreement regarding alterations and improvements and maintenance and repair of the property being leased to Final 9 are clear that all such expenses and costs are the sole responsibility of Final 9. Section 8 specifically provides that Final 9 agrees that the district is to be free from all liability and claims of damage for personal injury or property damage brought by any person arising out of the use of District property by Final 9 or its customers or invitees, and that Final 9 agrees to defend and indemnify the district against all such claims or actions or liability arising from its use of District property, even if groundless, and even if the district is also alleged to be partially responsible for such damage. The Insurance provisions in section 9 are current and up to date, and provide the financial means by which Final 9 can comply with their indemnification obligations outlined in section 8. Please note that the liability policy limits required are \$3M per occurrence, which is an excellent amount of coverage which protects the district as an additional insured on this policy. Section 12 requires that Final 9 be solely responsible for any damages to district property arising out of their use of the property or their removal of the modular building when and if the concession agreement eventually terminates. The default provisions in the agreement give the district the option to continue to charge rent for the balance of the term of the agreement even if Final 9 is no longer occupying the property, as is typical of most leases. As an alternative this paragraph gives the District the option to terminate the agreement; take possession of the premises and all improvements, re-lease the premises to another concessionaire and credit such amounts against the lease payments owing from Final 9 through the balance of the agreed upon term of the agreement. Finally, the agreement provides that if legal action is necessary to enforce the agreement due to default by Final 9, that they will be responsible for District attorney fees incurred when the district prevails in such action. I don't think there are any additional legal protections that are needed in this agreement, together with the various addenda."

In addition, the Board requested staff to negotiate a rent increase with Final 9 Sports considering the last rent increase was in 2008. The rent provision was increased from \$500 per month to \$550 per month for the term of the contract or a 10% increase. Please see the attached renewal letter from Final 9 Sports.

#### **HISTORICAL BACKGROUND**

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

Attached are the revised Addendum, renewal letter from Final 9 Sports, the original agreement with extensions, and sales revenues over the past five years of the Agreement. Staff recommends approval of the revised Addendum through October 9, 2023 at the rent of \$550 per month and five percent revenue share.

#### **RECOMMENDED MOTION**

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



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

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

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

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

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

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

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

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

1. Extend the Term of Agreement Dated October 10, 2002 as amended on June 11, 2010 and September 25, 2013 for an additional five years beginning October 10, 2018, and terminating on October 9, 2023.
2. Increase the monthly rent from \$500 per month to \$550 per month.
3. Except as previously amended by the parties, all other provisions in the Agreement and the previous amendments recited above remain in full force and effect. From and after the date of this Addendum, whenever the term “Agreement” appears, it shall mean the Agreement as revised by this Addendum and the prior amendments to the Agreement recited above.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of October 11, 2018.

**ORANGEVALE RECREATION AND PARK DISTRICT**

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

Date \_\_\_\_\_

**FINAL 9 SPORTS**

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

Date \_\_\_\_\_

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

Date \_\_\_\_\_

Final 9 Sports

Orangevale, CA 95662

10/04/18

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

Dear Mr. Foell,

Please accept this as Final 9 Sports request to extend our Concession Agreement for an additional five years beginning October 10, 2018 through October 9, 2023.

We feel our presence on the course is a benefit to the Park District and community. Although sales at the pro shop have remained fairly consistent over the past years, business expenses like insurance premiums, workers' compensation, and employee costs have increased over 20%. We are also faced with challenges to keep competitive against online retailers.

We are proposing a monthly payment increase to \$550 a month. We feel our presence and expertise on the park provides extra security and communication and connection to the Orangevale Recreation & Park District. We are not only convenient for the players, we give great service, and provide the Orangevale community a unique product that you can't find within 30 miles of the course. When our players buy local, significantly more of that money stays in the community.

Final 9 Sports is pleased with the relationship with the District and is proud of the work projects that have been accomplished through the efforts of the District, Shady Oaks Disc Golf Club, course volunteers and our staff at Final 9 Sports. Listed are a few of the project accomplished over the last five years.

- Payment and Installation of 20 new DGA Mach X disc golf baskets
- Planting of 30 native Oaks throughout the disc golf course
- Installation of an additional putting area
- Reconstruction of numerous walking bridges
- Reconstruction of tee boxes and benches throughout the course

Thank you for our ongoing relationship and consideration of our request for contract renewal.

Sincerely,

Jennifer Knisley and Bruce Knisley, Owners

## AGREEMENT

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

### RECITALS

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

NOW, THEREFORE, it is agreed as follows:

1. **GRANT OF CONCESSION:**

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

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

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

3. **USE:**

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

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

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

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

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

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

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

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

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

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

4. **RENT:**

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

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

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

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

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

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

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

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

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

5. **HOURS OF OPERATION:**

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

6. **ALTERATIONS AND IMPROVEMENTS:**

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

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

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

7. **MAINTENANCE AND REPAIRS:**

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

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

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

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



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

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

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

9. FIRE AND WORKERS' COMPENSATION INSURANCE:

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

A. Public Liability, and Property Damage Insurance

Concessionaire shall furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards in a minimum amount of not less than a combined single limit of \$3 million dollars for one or more persons injured or property damaged in each occurrence.

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

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

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

B. Workers' Compensation Insurance

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

By execution of this Agreement, Concessionaire certifies as follows:

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

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

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

10. LICENSES AND PERMITS:

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

11. TAXES:

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

A. Possessory Interest Tax.

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

B. Right to Contest Taxes.

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

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

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

12. DAMAGE TO OR DESTRUCTION OF PREMISES:

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

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

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

13. UTILITIES:

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

14. INSPECTION AND FINANCIAL STATEMENTS:

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

15. ASSIGNMENT AND SUBLETTING:

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

16. DEFAULT BY CONCESSIONAIRE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **DEFAULT BY PARK DISTRICT:**

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

18. **LIENS:**

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

19. **ATTORNEYS' FEES:**

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

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

20. **NON-WAIVER:**

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

21. **CONCESSIONAIRE AS INDEPENDENT CONTRACTOR:**

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

22. **NEGATION OF PARTNERSHIP:**

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

23. **AGREEMENT TO BIND SUCCESSORS AND ASSIGNS:**

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



24. PARAGRAPH HEADINGS:

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

25. COMPLETE AGREEMENT:

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

26. SERVICE OF NOTICE:

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

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

FINAL 9 SPORTS  
  
Orangevale, CA 95662

27. TIME:

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

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

ORANGEVALE RECREATION AND PARK DISTRICT

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

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

FINAL 9 SPORTS

By \_\_\_\_\_ *Bruce Kinley*

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

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

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

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

Dated:

ORANGEVALE RECREATION AND  
PARK DISTRICT

By Michael L. Stucky  
Chairman

By Sharon Bunnell  
Secretary

Dated:

10/14/05

FINAL 9 SPORTS

By Bruce Kruse

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

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

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

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

Dated:

ORANGEVALE RECREATION AND  
PARK DISTRICT

By

  
District Administrator

By \_\_\_\_\_

Secretary

Dated: 10-17-08

FINAL 9 SPORTS

By

By

By \_\_\_\_\_

ADMIN.final9contractextensionagreemt.9.08

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

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

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

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

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

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

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

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

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

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

**ORANGEVALE RECREATION AND PARK DISTRICT**

By   
District Administrator

Date 9/25/13

**FINAL 9 SPORTS**

By   
Bruce Knisley

Date 9/24/13

By   
Jim Oates

Date 9/24/13

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

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

# STAFF REPORT



DATE: 10-11-18

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: APPROVE CHANGES TO THE CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974 AND AUTHORIZE THE DISTRICT ADMINISTRATOR TO SIGN THE COUNTY OF SACRAMENTO BI-ANNUAL REVIEW STATEMENT**

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## **RECOMMENDATION**

Approve changes to the Conflict of Interest Code pursuant to the Political Reform Act of 1974 and authorize the District Administrator to sign the County of Sacramento bi-annual review statement.

## **BACKGROUND**

The District is required to review and submit revisions of the District's Conflict of Interest Code to the County of Sacramento every two years. The District's attorney, David McMurchie has updated the code for the Board's review and approval.

## **RECOMMENDED MOTION**

I move we approve changes to the Conflict of Interest Code pursuant to the Political Reform Act of 1974 authorize the District Administrator to sign the County of Sacramento bi-annual review statement.

## EXHIBIT A

### CONFLICT OF INTEREST CODE FOR ORANGEVALE RECREATION & PARK DISTRICT

The Political Reform Act (Government Code Section 81000 *et seq.*) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) which contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the ORANGEVALE RECREATION & PARK DISTRICT.

Designated employees and board members shall file statements of economic interests with the Clerk of the Board of Supervisors of Sacramento County as the code reviewing body. ~~ORANGEVALE RECREATION & PARK DISTRICT, who will make the statements available for public inspection and reproduction. [Government Code Section 81008.] Statements for all designated employees will be retained by the ORANGEVALE RECREATION & PARK DISTRICT.~~

#### **Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations:**

##### **18730. Provisions of Conflict of Interest Codes.**

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Government Code Section 87300 or the amendment of a conflict of interest code within the meaning of Government Code Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of Article 2 of Chapter 7 of the Political Reform Act, Government Code Sections 81000, *et seq.* The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

- (1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 California Code of Regulations Section 18100, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this Conflict of Interest Code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Government Code Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to Article 2 of Chapter 7 of the Political Reform Act, Government Code Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Government Code Sections 87200 et seq.; and



(C) The filing officer is the same both agencies.<sup>1</sup>

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of financial interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those financial interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.<sup>2</sup>

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this Code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this Code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons who Resign Prior to Assuming Office.

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<sup>1</sup>Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code Section 81004.

<sup>2</sup>See Government Code Section 81010 and 2 California Code of Regs. Section 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code, and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office with a date of being appointed or nominated, respectively.

(C) Contents of Annual Statements.

Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Government Code Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to 2 Cal. Code Regs. Section 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investments and Real Property Disclosure.

When an investment or an interest in real property<sup>3</sup> is required to be reported,<sup>4</sup> the statement shall contain the following:

- (1) A statement of the nature of the investment or interest;
- (2) The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
- (3) The address or other precise location of the real property;
- (4) A statement whether the fair market value of the investment or interest in real property exceeds two thousand dollars (\$2,000), exceeds ten thousand dollars (\$10,000), exceeds one hundred thousand dollars (\$100,000), or exceeds one million dollars (\$1,000,000)

(B) Personal Income Disclosure. When personal income is required to be reported,<sup>5</sup> the statement shall contain:

- (1) The name and address of each source of income aggregating five hundred dollars (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
- (2) A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars (\$1,000) or less, greater than one thousand dollars (\$1,000), greater than ten thousand dollars (\$10,000), or greater than one hundred thousand dollars (\$100,000);

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<sup>3</sup>For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

<sup>4</sup>Investments and interests in real property which have a fair market value of less than \$2,000.00) are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10% or greater.

<sup>5</sup>A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

(3) A description of the consideration, if any, for which the income was received;

(4) In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

(5) In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,<sup>6</sup> the statement shall contain:

(1) The name, address and a general description of the business activity of the business entity;

(2) The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000).

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing body of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b) and (c) of Government Code Section 89501 shall apply to the prohibitions in this section.

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<sup>6</sup>Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10% or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$420.

No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$420 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subsections (e), (f), and (g) of Government Code Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on

terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

(1) Loans made to the campaign committee of an elected officer or candidate for elective office.

(2) Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

(3) Loans from a person which, in the aggregate, do not exceed five hundred dollars (\$500) at any given time.

(4) Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of five hundred dollars (\$500) or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

(1) Loans made to the campaign committee of the elected officer.

(2) Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

(3) Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

(1) If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

(2) If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

- a. The date the loan was made.
- b. The date the last payment of one hundred dollars (\$100) or more was made on the loan.
- c. The date upon which the debtor has made payments on the loan aggregating to less than two hundred fifty dollars (\$250) during the previous 12 months.

(B) This section shall not apply to the following types of loans:

(1) A loan made to the campaign committee of an elected officer or a candidate for elective office.

(2) A loan that would otherwise not be a gift as defined in this title.

(3) A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

(4) A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

(5) A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars (\$2,000) or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth One Thousand Dollars (\$1,000.00) or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$420 or more provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of Section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value one thousand dollars (\$1,000) or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act must be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Government Code Section 83114 and 2 Cal. Code Regs. Sections 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.



(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code Sections 81000 to 91015. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Government Code Section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code Section 91003.

NOTE: Authority Cited: Section 83112, Government Code . Reference: Sections 87103(e), 87300-87302, 89501, 89502, 89503 Government Code

**APPENDIX A**

**PART I – DESIGNATED EMPLOYEES**

<b><u>Position</u></b>	<b><u>Disclosure Category</u></b>
Board Members	1-4
District Administrator	1-4
Financial Officer	1-4
Recreation Superintendent	1-4
Park Superintendent	1-4
Consultants	1-5

**PART II – DISCLOSURE CATEGORIES**

1. Investments, business positions in any business entity, and sources of income with respect to any person or business which provides facilities, services, supplies or equipment of the type utilized by the District.
2. All interests in real property located within the jurisdiction of the District and/or within a two mile radius of any property owned by the District.]
3. Investments, business positions in any business entity, sources of income, and interests in real property related to businesses which provide services similar to those provided by the District.
4. Investments, business positions in any business entity, sources of income, and/or interests in real property related to business entities or persons who are:
  - a. Owners of interests in real property located within the District; or
  - b. Engaged in the real estate sales and/or development business within the jurisdictional boundaries of the District.
5. Consultants shall disclose all sources of income, interests in real property and investments and business positions in business entities as set forth in disclosure categories 1, 2 and 3 above.

The District Administrator of the District may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. Such determination shall be a public record and shall be retained for public inspection in the same manner and locations as this conflict of interest code.

# STAFF REPORT



DATE: 10-11-18

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: ORDINANCE 18-11-003 INTRODUCE AND WAIVE FIRST READING OF ORDINANCE REGULATING ENCROACHMENTS UPON DISTRICT PROPERTY TO BE INCLUDED IN THE ORDINANCE CODE OF THE ORANGEVALE RECREATION AND PARK DISTRICT**

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## **RECOMMENDATION**

Introduce and waive first reading of Ordinance 18-11-003, Ordinance Regulating Encroachments Upon District Property.

## **BACKGROUND**

The District desires to adopt an ordinance to regulate encroachments onto District property. An ordinance is required because: 1) It is a legally and judicially enforceable; 2) An ordinance more completely lays out the details of an encroachment permit and the law that allows enforcement of the permit.

## **RECOMMENDED MOTION**

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

# ORANGEVALE RECREATION AND PARK DISTRICT

## ORDINANCE NO. 18-11-003

### ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGEVAL RECREATION AND PARK DISTRICT REGULATING ENCROACHMENTS UPON DISTRICT PROPERTY

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

#### **SECTION 1.**            **PURPOSE**

This Ordinance regulating encroachments upon District Property sets forth the procedures to be followed by a member of the public to obtain permission from the District to access District Property for the purpose of gaining access to other property, or for the purpose of constructing and/or maintaining any improvements, structures or objects which are partially located on District Property, easements, or rights of way including, but not limited to landscaping, building extensions, fences, retaining walls, culverts, pipelines, or other structures or improvements. This Ordinance also specifies the criteria that the District will utilize in issuing Encroachment Permits for authorized uses of District Property which do not interfere with the District's use of such property for the provision of public services.

The District's Operational Policies at Section 24 are hereby made a part of this Ordinance and incorporated herein by this reference.

#### **SECTION 2.**            **AUTHORITY**

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

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

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

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

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

### **SECTION 3**                    **DEFINITIONS**

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

- A. "District Property" includes all or any part of District-owned property, rights of way and/or easements.
  
- B. "Encroach" means to construct, erect, place, store, or maintain in, over or under any District public place, property, facility, right-of-way, easement, roadway, parking strip, trail, open space and/or sidewalk, including the airspace above them, any structure, personal property or object of any kind or character, including but not limited to, building extensions or additions, fences, decks, retaining walls, landscaping, culverts, bridges, pipelines, or other structures or improvements, or personal property such as vehicles, trailers, boats or equipment. "Encroach" also means to obtain access over District Property for permissible purposes.
  
- C. "Encroachment" means any structure or object or improvement of any kind or character, including but not limited to, building extensions, fences, decks, retaining walls, landscaping, culverts, bridges, pipelines, or other structures or improvements, or personal property such as vehicles, trailers, boats or equipment located on District Property. "Encroachment" also means to obtain access over District Property for permissible purposes.
  
- D. "Excavation" means the movement or removal of earth, rock, pavement or other material in, on or under the ground. The term includes, but is not limited to auguring, backfilling, digging, ditching, drilling, grading, plowing-in, ripping, scraping, trenching and tunneling. Both an "Excavation" and the products of such an Excavation located on District Property shall constitute an "Encroachment."

**SECTION 4. ENCROACHMENTS**

**010 Encroachments--Restricted**

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

The District will issue Encroachment Permits for authorized uses of District Property which do not interfere with the District's use of such property for the provision of public services. Such Encroachment Permits only permit limited access to District Property for temporary periods of time.

**020 Exemptions**

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

**030 Permit Application--Information Required**

A District resident or property owner within the District must complete the District's form of Application for Encroachment Permit and receive an Encroachment Permit from the District in the following circumstances: (1) whenever a resident or property owner desires to install or construct physical improvements, including but not limited to building extensions or additions, landscaping, fencing, retaining walls, decks, culverts, bridges, pipelines, drainage channels or other structures or improvements on District Property; (2) whenever a District resident or property owner desires to secure temporary access over District Property in order to access other property; (3) whenever a District resident or property owner desires to place or store on District Property items of personal property such as vehicles, trailers, boats, or other equipment; (4) whenever a District resident or property owner desires to excavate, or deposit the displaced soil or rock from an excavation on District Property. The form of Application for Encroachment Permit is attached hereto, marked Exhibit A and incorporated herein by this reference. The Application requires the following information:

- A. Name and address of the applicant, the owner or other person responsible for the proposed encroachment, and the contractor or other person responsible for installing or constructing any physical improvements or conducting any excavation upon District Property;
- B. Location of the encroachment;
- C. Nature of the encroachment, whether for the purposes of constructing and/or maintaining structures or improvements on District Property,

utilizing District Property to secure access to other property, or for the purpose of placing or storing items of personal property on District Property;

- D. Estimated time for commencement and completion of any construction work or installation of improvements or excavation on District Property; and/or duration of access across District Property to obtain access to other property; and/or duration of proposed use of District Property for storage of personal property;
- E. Site plans showing location and relationship of proposed improvements to be constructed or installed on District Property, including excavation work;
- F. Other information as may be required by the District;
- G. Signature of the applicant, property owner, and contractor.

**040 Permit Fee**

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

**050 Performance Security Required--Amount**

- A. Prior to issuance of any encroachment permit authorizing construction and/or installation of any structure or improvement on District Property, or authorizing any excavation on District Property, such an applicant shall be required to deposit performance security with the District in the form of a performance bond, irrevocable letter of credit, or cash or cashier's check in the amount of ONE HUNDRED PERCENT (100%) of the estimated cost of the work to be performed pursuant to the encroachment permit. The estimated cost of the work shall be determined in writing by a licensed engineer or licensed contractor and is subject to the approval of the District. The security shall guarantee the faithful performance of all terms and conditions of the permit.
- B. If the amount of security is inadequate to restore or repair any damage to District property caused by incomplete or improper work done by the Permittee, the District may require Permittee to deposit additional security in an amount sufficient to pay the costs of any restoration of or repair to District Property. Failure by the Permittee to post additional security required by the District may result in revocation of the Encroachment Permit.

- C. The District, in its sole discretion, may waive or vary the security required by this Section for minor encroachments or utility installations.

**060 Indemnification**

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

**070 Insurance**

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

Any applicant for an encroachment permit allowing construction, installation or excavation work on District Property shall certify that it, or its licensed contractor will have in place workers' compensation coverage for any and all employees or contractors performing such work, or will be self insured for such purposes.

**080 Permit--Refusal or Revocation**

- A. Any application for an encroachment permit may be denied, and any encroachment permit may be revoked, by written order of the District Administrator of the District, effective immediately, a copy of which shall be mailed to the Applicant/Permittee at the addresses specified in the permit, upon any one or more of the following grounds:
  - 1. Violation of any of the provisions of this Ordinance;
  - 2. Misrepresentations of any material fact in the application;



3. Violation of the terms or conditions of the permit;
  4. Failure to provide sufficient performance security, or to increase the performance security provided when requested by District.
- B. Any encroachment permit may be revoked at any time, without cause, by resolution of the Board of Directors adopted after mailing a notice of intention to revoke the permit to the Permittee at the address specified in the permit at least ten days prior to the adoption of the resolution.

**090 Delay or Defects in Construction or Installation of Improvements**

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

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

If the District completes, remedies, repairs or removes any structure, object, improvement or excavation constituting an encroachment on District Property as provided herein, all costs incurred by District in performing such work shall be deducted from the Permittee's performance security. If the amount of the performance security is insufficient to fully reimburse the District for all costs incurred in completing, repairing, or removing such work, the Permittee shall be liable for reimbursement to the District of all costs incurred by District in completing the construction, installation, alteration and/or repair of the improvements or excavation constituting the encroachment. If the amount of performance security posted by the Permittee is insufficient to cover such additional costs, District will require an additional cash deposit from Permittee in an amount sufficient to reimburse the District in full for all such costs incurred. Failure of the Permittee to post such additional security when required by District will result in revocation of the Encroachment Permit.

**101 Performance Security--Refund**

Upon satisfactory completion of all the terms and conditions of the Encroachment Permit, any remaining portion of the performance security shall be returned to the

Permittee. Unless required by prior agreement or law, the amount returned will not include interest.

**102 Appeal**

- A. The actions of the District Administrator in refusing to issue an encroachment permit, failing to act upon an application for an encroachment permit within thirty (30) days after it is filed and deemed complete by the District Administrator, imposing unreasonable terms or conditions on the permit, or revoking an encroachment permit may be appealed to the Board of Directors by filing a notice of appeal with the clerk of the board within ten days following the action being appealed.
  
- B. The notice shall state one or more of the grounds for an appeal set forth in this section relied on by the appellant. The clerk shall within thirty (30) days of notice schedule the appeal to be heard by the Board of Directors and shall notify the appellant and the District Administrator of the date and time of the hearing on the appeal. At the time fixed for the hearing, the Board of Directors may take such action on the permit as th Board finds just and may continue the hearing on the appeal from time to time by order entered into its minutes specifying the date and time of the continued hearing.

**103 Severability**

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

**104 Violation**

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

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

**SECTION 5. EFFECTIVE DATE**

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

This Ordinance was introduced and the title thereof read at the regular meeting of Orangevale Recreation and Park District Board of Directors on October 11, 2018, and further reading was waived.

A Summary of Ordinance summarizing the provisions of this Ordinance as introduced, and providing notice of the date of the regular meeting of the Board of Directors of the District at which this Ordinance was proposed to be adopted, was published in a newspaper of general circulation throughout the District on October 26, 2018.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing ordinance was passed and adopted by the Board of Directors of the Orangevale Recreation and Park District this \_\_\_\_\_ 2018, by the following vote:

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

\_\_\_\_\_  
President of the Board

DISTRICT CLERK  
  
\_\_\_\_\_

**ORANGEVALE RECREATION AND PARK DISTRICT**  
**ENCROACHMENT PERMIT**

No. \_\_\_\_\_

Date: \_\_\_\_\_

To: \_\_\_\_\_

In response to your Application for Permit, and subject to all the terms, conditions and restrictions written below, the General Provisions attached hereto, or any and all printed general and special specifications, PERMISSION IS HEREBY GRANTED TO

\_\_\_\_\_ (hereinafter referred to as the "Permittee") by Orangevale Recreation and Park District (hereinafter referred to as the "District"), to encroach upon District's Property described as \_\_\_\_\_

and as depicted in Exhibit B attached hereto, for the following purposes : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TERMS, CONDITIONS AND RESTRICTIONS:**

1. Permittee shall comply with District's Encroachment Ordinance No. 18-19-\_\_\_\_, a copy of which is attached hereto and incorporated herein by this reference.
2. District Property subject to the encroachment shall be restored to its condition as of the date of the issuance of this Permit, or better.
3. Any and all construction work performed, and/or improvements installed, and or excavation conducted on District Property pursuant to this Permit shall be constructed and completed to the satisfaction of District, which shall be notified before any work is started by advising the District Administrator in writing.
4. Permittee's use of District Property is limited to those purposes and those activities specifically described in this Permit. Permitted use of District Property for access purposes, or for storage of personal property must comply with all conditions of usage imposed by the District and is subject to the satisfaction of the District. Failure of Permittee to comply with this condition may result in revocation of this Permit.
5. Administrative costs incurred by the District in reviewing Permittee's Application for Encroachment Permit and issuing this Encroachment Permit, together with all costs of any inspections required by the District due to activities conducted by Permittee on

District Property pursuant to this Permit shall be estimated by District and such amounts shall be deposited by Permittee with District prior to the issuance of this Permit as the Permit Fee.

6. The District assumes no maintenance responsibility for the construction work, improvements, excavation or other encroachments permitted on District Property pursuant to the terms of this Permit. The Permittee assumes any and all maintenance responsibility for the Property subject to the encroachment during the term of the permitted encroachment, including any construction work, excavation work or improvements constructed on the Property, so long as such encroachment is permitted on District Property.
7. The Permittee shall assume the defense of, and indemnify and save harmless, the District, its officers, employees and agents, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of this Permit by the Permittee, any subcontractor or the Permittee's agents or employees; (2) any alleged negligent act or omission of the Permittee, any subcontractor, the Permittee's agents or employees, in connection with any acts performed or required to be performed pursuant to this Permit; (3) any dangerous or defective condition arising or resulting from any of the actions or omissions of the Permittee, Permittee's agents or employees in carrying out the provisions of this Permit. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by the District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees. This indemnification shall survive the termination of this Permit.
8. Upon completion of the activities and purposes specified herein, the Permittee shall contact the designated representative of the District, who will specify an expiration date for this Encroachment Permit.
9. This Permit is to be strictly construed according to its terms and no use of District Property for purposes or activities other than those specified herein is authorized hereby. The Encroachment Permit General Provisions attached hereto as Exhibit A are hereby incorporated herein by this reference.
10. This Permit authorizes Permittee to encroach on District Property for the purposes specified herein until such purposes and activities have been completed, but in no event later than \_\_\_\_\_, 201\_. This Encroachment Permit expires as of that date. If this Encroachment Permit is issued for a permanent improvement, this Permit may be issued as a perpetual permit.

ORANGEVALE RECREATION AND PARK DISTRICT

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

I agree to abide by all terms and conditions of this Encroachment Permit and District Ordinance No. 18-19-\_\_.

\_\_\_\_\_  
Permittee

## EXHIBIT A

### ORANGEVALE RECREATION AND PARK DISTRICT ENCROACHMENT PERMIT GENERAL PROVISIONS

1. Definition: The term “encroachment” as used in this Permit is as defined in District’s Encroachment Ordinance No. 18-19-\_\_ (hereinafter the “Encroachment Ordinance”). This Permit is revocable on five days notice.
2. Acceptance of Provisions: It is understood and agreed by the Permittee that the doing of any work, or the performance of any activity, or the granting of any access to or usage of District Property under the authority of this Permit shall constitute an acceptance by Permittee of the provisions, terms and conditions of this Permit and the District’s Encroachment Ordinance.
3. No Precedent Established: This Permit is granted upon the condition that the permission granted to use District Property for the purposes specified herein shall not be construed as establishing any precedent with respect to what constitutes permissible uses of District Property.
4. Notice Prior to Commencing Use: Notice shall be given to District at least two days in advance of the date Permittee’s use of District Property pursuant to this Permit is to begin.
5. Keep Permit on the Site: This Permit shall be kept at the site of the encroachment on District Property permitted hereby, and must be shown to any representative of the District or any law enforcement officer on demand.
6. Storage of Personal Property, Equipment, and Material: No personal property, equipment, or any other material shall be stored on District Property except as otherwise authorized by this Permit.
7. Clean Up District Property: Upon completion of the use of the District Property permitted hereby, Permittee shall remove all debris (soil, concrete, pavement, wood, etc.), rubbish, or other materials and District Property subject to the encroachment shall be restored to its condition as of the date the Permit was issued.
8. Satisfaction of District: Any work constructed, excavation work performed, or improvements installed within the encroachment shall be completed to the satisfaction of the District. District may periodically inspect the District Property subject to the encroachment, and the cost of any such inspection shall be reimbursed to District out of the deposit paid by Permittee upon the issuance of this Permit.
9. Insurance Requirements: In order to fund Permittee’s indemnity obligations under Section 7 of the Permit, Permittee shall carry and maintain during the life of this Permit,

such public liability, property damage and contractual liability insurance and workers' compensation insurance as specified below:

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

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

If the Permittee fails to maintain such insurance, this Permit may be revoked at the discretion of District on written notice to Permittee.

- B. Workers' Compensation Insurance: If the Permittee's Application for Encroachment Permit proposes that construction, excavation, or installation of improvements be performed on District Property, then Permittee or Permittee's contractor shall be permissibly self-insured or shall carry full workers' compensation insurance coverage for all persons employed, either directly or through subcontractors, in carrying out the activities and/or purposes contemplated by this Permit, in accordance with the Workers' Compensation Insurance Act contained in the Labor Code of the State of California.

If the Permittee fails to maintain such insurance, this Permit may be revoked at the discretion of District on written notice to Permittee.

By execution of this Permit, the Permittee certifies as follows:

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



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

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

10. Performance Bond: If the terms of this Permit allow the Permittee to conduct construction, installation or excavation activity on District Property, the Permittee shall, prior to issuance of this Permit, file with District a performance bond, cash deposit, or irrevocable letter of credit in lieu of bond, in the amount of one hundred percent (100%) of the estimated cost of the construction, installation or excavation work to be performed on District Property pursuant to the terms of this Permit. Any such bond or irrevocable letter of credit shall name District as Oblige. Failure to comply with these requirements will result in revocation of this Permit.
11. Making Repairs: Repairs to District Property necessitated by Permittee's use of District Property shall be performed by employees of the District and the expenses thereof shall be charged to Permittee. All costs incurred by District with respect to laborers, supervisors and inspectors with respect to such repair work shall be reimbursed to District out of the cash deposit paid by Permittee upon issuance of this Permit. To the extent such deposit exceeds the costs incurred by the District in issuing this Permit, inspecting the Property, and repairing the Property, if necessary, will be refunded to Permittee upon the expiration of this Permit.

The District will give reasonable notice of its election to make such repairs. If the District does not so elect, the Permittee shall make such repairs promptly at its sole expense. In every case, the Permittee shall be responsible for restoring any portion of District Property which has been disturbed to its former condition as of the date of issuance of this Permit.

12. Maintenance: The Permittee agrees by the acceptance of this Permit to exercise reasonable care to maintain the Property subject to this encroachment in the condition in which the Property existed as of the date of the issuance of this Permit, and any improvements placed thereon during the period of the permitted encroachment as authorized by the terms of this Permit. The Permittee shall undertake all such maintenance and/or repairs at its own expense.

13. Relocation: Relocation of any improvement constructed upon District Property pursuant to this Encroachment Permit, if required by future District operations, shall be at the sole expense of the Permittee. The District shall provide Permittee with notice as to the date by which any improvements constructed pursuant to the Encroachment Permit must be removed or relocated. If Permittee fails to remove or relocate any such improvement within such period of time, District may remove or relocate such improvement in its discretion and charge the costs thereof to Permittee, which costs Permittee hereby agrees to reimburse to District upon demand. District may also exercise its rights to revoke this Permit.

I agree to abide by the above terms.

Dated:

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Permittee

# STAFF REPORT



DATE: 10-11-18

TO: Board of Directors

FROM: Jennifer Von Aesch, HR/Finance Superintendent  
Greg Foell, District Administrator

**SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF AN EMPLOYEE HEALTH BENEFITS WAIVED STIPEND POLICY**

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## **RECOMMENDATION**

Discuss and possibly approve an employee health benefits waived stipend policy with a benefit of \$100 per month.

## **BACKGROUND**

Currently, the monthly District cost of a single employee's health plan is \$883, making the yearly costs \$10,595. The District recently hired a full-time employee who desired to waive their health and dental benefits as they were still covered under their parent's health plan. They inquired if the District offered a monetary stipend if an employee waived their health benefits. Currently the District does not offer this benefit. Staff reviewed the Sacramento County Benefits Department's guidelines for waiver and stipend, as well as researched the current laws with our CAPRI human resources attorney. The County provided a similar benefit in the past but has since eliminated the practice due to the challenges of administering the benefit for such a large number of employees. For our agency with thirteen full-time employees the policy would be simple to administer and would provide benefit for both the employee and the employer.

The proposal is to offer employees a \$100 per month stipend to waive their health coverage if they can provide proof that they have health coverage and sign the appropriate waiver. The \$100 stipend would be added to the gross income of the employee assuring employee taxes would be paid. The District's \$1,200 per year expense would elicit an additional expense of an estimated \$350 for employer payroll and SCERS costs. If approved, this stipend would have an annual cost of approximately \$1,550 for the District. This \$1,550 subtracted from the yearly savings of \$10,595 for the benefits waived equals a total saving for the District of \$9,045.

## **RECOMMENDED MOTION**

I move we approve an employee health benefits waived stipend of \$100 per month.

**Draft Policy Statement:** Employees who are covered with a parent or spouse's health insurance benefits plan, can receive a stipend in lieu of enrolling in the Orangevale Recreation & Park District's group health coverage. To be eligible for this benefit, an employee must sign a written waiver of group insurance. Additionally, they must submit proof of health insurance coverage through a spouse or parent's insurance plan each year that the stipend is payable and shall be required to inform the District should the alternative coverage lapse or end during the plan year. The stipend shall be a fixed sum, not to exceed \$100 per month and must be lower than the cost to the District for the employee's individual health insurance if the employee were to enroll in the District's group plan. The stipend will be in the form of a cash payment paid through the employee's regular payroll checks and shall be subject to employment taxes and shall be reported on Form W-2, Wage and Tax Statement.

# STAFF REPORT



DATE: 10-11-18

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF THE DISTRICT CONTRIBUTING THE SAVINGS (ASSOCIATED WITH EMPLOYEES CHANGING FROM AN HMO HEALTH PLAN TO A HIGH DEDUCTIBLE PLAN) TO AN EMPLOYEES HEALTH SAVINGS ACCOUNT (HSA)**

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## **RECOMMENDATION**

Discuss and possibly approve the District contributing the savings (associated with employees changing from an HMO health plan to a high deductible plan) to an employee's Health Savings Account (HSA).

## **BACKGROUND**

Currently, the District offers Kaiser, Western Health and Sutter HMO and High Deductible (HD) plans for both single and family health plans. Starting in January 2019, the District's costs for a family Kaiser HMO is \$1702 and \$1648 for a family Sutter HMO. Comparatively, the District's family Kaiser HD costs \$1569 and \$1439 for a family Sutter HD. At this time, Sacramento County offers no medical coverage to extend to employees once they retire.

A growing trend is for employees to enroll in a high deductible health plan to take advantage of establishing a Health Savings Account. These HSA's allow employees to use tax free dollars to pay for out of pocket expenses (up to a max of \$2,700 per year for HD plans) and to build savings for retirement health costs. Currently, in the County of Sacramento, 45% of employees are enrolled in a high deductible plan. Another growing trend is for employers to use their savings or a portion of their savings realized when an employee switches from an HMO to an HD to seed the HSA of that employee.

This course of action benefits both the District and the employees. The District will be saving money in health benefit costs and helping their employees build their HSA. Employers that seed their employee's HSAs possess a great incentive for recruiting and retaining employees.

A thorough discussion at the Committee Meeting October 03, 2018 concluded in Directors Brunberg and Montes recommending the District contribute 75% of its savings into HSA accounts for 2019, 50% of its savings in 2020 and 25% of the savings in 2021 and thereafter.

An overview of the yearly savings and earnings for both the District and the employee for 2019, 2020 and 2021 based on this recommendation (and a yearly 5% increase in medical costs and a 5% increase of District family contribution up to 80%) is as follows:

**Kaiser**

End of 2019 – ER saved \$399 and EE received a contribution of \$1,197

End of 2020 – ER saved \$1,220 and EE received a contribution of \$1,220

End of 2021 – ER saved \$1,922 and EE received a contribution of \$641

**Sutter**

End of 2019 – ER saved \$627 and EE received a contribution of \$1,880

End of 2020 – ER saved \$1,689 and EE received a contribution of \$1,689

End of 2021 – ER saved \$2,591 and EE received a contribution of \$864

**RECOMMENDED MOTION**

I move we approve the District contribute the savings (associated with employees changing from an HMO health plan to a high deductible plan) to an employee's Health Savings Account (HSA) under the following schedule: District contribute 75% of its savings into HSA accounts for 2019, 50% of its savings in 2020 and 25% of the savings in 2021 and thereafter.