

**ORANGEVALE RECREATION & PARK DISTRICT
BOARD OF DIRECTORS MEETING
THURSDAY, NOVEMBER 14, 2019**

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

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

1. CALL TO ORDER

2. ROLL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. PUBLIC DISCUSSION

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

6. MINUTES

a. Approval of minutes of the Regular Meeting October 10, 2019 (pg 1-7)

7. CORRESPONDENCE

a. Confidential envelope – Attorney billing August/September 2019

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 October 2019 (pg 8-9)
- b. Budget Status Report for October 2019 (pg 10-12)
- c. Revenue Report for October 2019 (pg 13)

8.2 OLLAD CONSENT MATTERS

- a. Ratification of Claims for October 2019 (pg 14-15)
- b. Budget Status Report for October 2019 (pg 16-17)

8.3 KENNETH GROVE CONSENT MATTERS

- a. Ratification of Claims for October 2019 (pg 18)
- b. Budget Status Report for October 2019 (pg 19)

9. **NON-CONSENT MATTERS GENERAL FUND**
 - a. Ratification of Claims for October 2019 (pg 20)

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

11. **ADMINISTRATOR'S REPORT**
 - a. Monthly Activity Report – October 2019 (pg 21-24)
 - b. Report on Electric Greenway Trail – (verbal)

12. **UNFINISHED BUSINESS**

13. **NEW BUSINESS**
 - a. Discussion Regarding Community Feedback from Stakeholders on Financing of District Capital Projects and Timeline for Considering a General Obligation Bond (handout, verbal)
 - b. Approval of Quote from Madsen Roofing & Waterproofing, Inc. to Complete Repairs on the Sanctuary and House Buildings in the amount of \$13,681.00 (pg 25-39)

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

15. **ITEMS FOR NEXT AGENDA**

16. **CLOSED SESSION**
 - a. Closed Session pursuant to Government Code Section 54957
Public Employee Performance Evaluation: District Administrator

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

18. **ADJOURNMENT**

NOTICE:

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

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

Directors can be reached at: director@ovparks.com

Manie Meraz

Mike Stickney

Sharon Brunberg

Lisa Montes

Erica Swenson

ORANGEVALE RECREATION & PARK DISTRICT

Minutes of Meeting of Board of Directors October 10, 2019

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on Thursday, October 10, 2019 at the District Office. Director Stickney called the meeting to order at 6:35 p.m.

Directors present: Stickney, Meraz, Brunberg
Directors absent: Swenson, Montes
Staff present: Greg Foell, District Administrator
Jennifer Von Aesch, Finance/HR Superintendent
Horatio Oropeza, Park Superintendent
Melyssa Woodford, Admin. Services Supervisor

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

4. **APPROVAL OF AGENDA** On a motion by Director Brunberg, seconded by Director Meraz, the agenda was approved by a vote of 3-0-0 with Directors Stickney, Brunberg, and Meraz, voting Aye. There were no Abstentions or Nays. Directors Montes and Swenson were absent.
MOTION #1

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

6. **MINUTES** a) Approval of Minutes of September 12, 2019 Regular Meeting (pg 1-7): On a motion by Director Brunberg seconded by Director Meraz, the minutes were approved by a vote of 3-0-0 with Directors Stickney, Meraz, and Brunberg, voting Aye. There were no Abstentions or Nays. Directors Montes and Swenson were absent.
MOTION #2

7. **CORRESPONDENCE** Sacramento Local Agency Formation Commission Selection of Special District Commissioner and Selection of Alternate Special District Commissioner (pg 8-25): Admin Foell provided a summary regarding the Sacramento Local Agency Formation Commission (LAFCO) selection process for Special District Commissioner (Ballot A) and Alternate Special District Commissioner (Ballot B) for election. Community member Judith Lamare provided public comment in support of Brandon Rose (Candidate on Ballot A). She has known Brandon Rose for approximately fifteen years. He has achieved many accomplishments to include approximately eight years on the

Fair Oaks Recreation and Park Board of Directors and is currently on the SMUD Board. Judith emphasized that Gaye Jones, the other Special District Representative with LAFCo, supports and endorses Brandon. Candidate Brandon Rose introduced himself and thanked Judith Lamare for her support. He lives in Fair Oaks but considers Orangevale home as he attended Orangevale Open, Pasteur Middle School, Bella Vista High School, and Sierra College before transferring to UC Davis to pursue a degree in Environmental Science and Policy Analysis with a specialty in City and Regional Planning. Currently employed at the California Air Resources Board for the State of California. SMUD Board commitment is approximately 20-30 hours. Upon election to LAFCo Brandon stated his goal is to make positive changes to bring a strong advocacy voice for special districts. He has served on the advisory committee for LAFCo several years ago and attended Environmental Advocacy Meetings.

MOTION #3

On a motion by Director Stickney, seconded by Director Meraz, the Sacramento Local Agency Formation Commission Selection of Brandon Rose for Special District Commissioner (Ballot A) was approved by a vote of 3-0-0 with Directors Stickney, Brunberg, and Meraz, voting Aye. There were no Abstentions or Nays. Directors Montes and Swenson were absent.

MOTION #4

On a motion by Director Brunberg, seconded by Director Stickney, the Sacramento Local Agency Formation Commission Selection of Michael Hanson for Alternate Special District Commissioner (Ballot B) was approved by a vote of 3-0-0 with Directors Stickney, Brunberg, and Meraz, voting Aye. There were no Abstentions or Nays. Directors Montes and Swenson were absent.

- b) Email from resident Peg Pinard regarding the Electric Greenway Trail (pg 26-30): Admin Foell explained Peg Pinard's September 19, 2019 email and her advocacy of open space areas and trees. As a resident close to Sundance Park, with a strong background in public service, Peg is concerned with the CEQA Documentation for the Electric Greenway Trail which lists all trees with potential for removal. Admin Foell reiterated that all parties involved in the trail process are huge advocates for the preservation of the tree canopy. Peg Pinard's email emphasizes the need to insure all is done to preserve the tree canopy and mitigating efforts are made in the trail area. Admin Foell stated the need to receive the final plan for the trail, originally projected to be received by the City of Citrus Heights early 2020, to determine what will be required. Updated timeline for receipt of final report is mid 2020. At that time, public will be presented with what trees will be removed and why as well as areas of

mitigation with the planting of additional trees. Director Brunberg suggested the idea of tagging the trees indicated according to removal or trim. No response to the September 19, 2019 email from Peg Pinard has been sent. However, previous verbal and written correspondence from Admin Foell, in coordination with the City of Citrus Heights, has occurred on this topic assuring the mitigation for the trees to be removed while still building a sustainable trail. City of Citrus Heights is leading agency for CEQA document. No action was taken pending receipt of final trail plan documentation.

**8. CONSENT
CALENDAR

MOTION #5**

- a) On a motion by Director Brunberg, seconded by Director Meraz, the consent calendar was approved by a vote of 3-0-0 with Directors Stickney, Brunberg, Meraz, voting Aye. There were no Abstentions or Nays. Directors Montes and Swenson were absent.

**8.1. CONSENT
MATTERS
GENERAL FUND**

- a) Ratification of Claims for September 2019 (pg 31)
b) Budget Status Report for September 2019 (pg 32-34)
c) Revenue Report for September 2019 (pg 35)

**8.2. OLLAD
CONSENT
MATTERS**

- a) Ratification of Claims for September 2019 (pg 36-37)
b) Budget Status Report for September 2019 (pg 38-39)

**8.3. KENNETH GROVE
CONSENT
MATTERS**

- a) Ratification of Claims for September 2019 (pg 40)
b) Budget Status Report for September 2019 (pg 41)

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

None discussed.

**10. STANDING
COMMITTEE
REPORTS**

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

11. ADMINISTRATOR'S REPORT

a) Monthly Activity Report – September 2019 (pg 42-46):
Admin Foell announced OVparks closed escrow on the Regency Baptist Church property adding 3.76 acres to OVparks inventory. Property includes approximately 6900 square feet of building space plus 85 parking spaces. The site includes the potential for 20-40 additional parking stalls. The site provides ready-made parking for the District to develop the two undeveloped acres and the three vacant acres next to the property slated for the future Orangevale library site. Portable buildings on the new property site can be upgraded and improved to be serviceable for many years. Cost savings for having existing buildings in place is very beneficial. Use of buildings is to be determined through the Master Plan process moving forward. Staff is currently working on making the buildings water-tight and cleaned up. The District is contracting with California Conservation Corp to assist with some of the outside work and clean-up efforts on the property. This is an incredible addition to the to OVparks District and the Orangevale community which will provide incentive to develop the vacant property behind and between the newly acquired property and OVparks Community Center. OVparks will eventually hire an architect to address renovations and current issues with the property. Board of Directors suggested removal of any Regency Baptist Church signage and implement new OVparks signage as soon as possible to deter vandalism and homeless camping on the property. OVparks Facilities staff are currently upgrading or replacing doors and locks to improve security. The District will be utilizing the Conservation Corp to remove some of the overgrowth of privet trees between the properties to improve visibility. OVparks facilities staff is doing a great job working on the interior of the buildings on the new property. OVparks park maintenance staff will be addressing turf maintenance, shrub removal, and irrigation issues. Director Stickney suggested contacting the local news stations and the Orangevale View to publicize the acquisition of the property when initial clean-up efforts have been completed.

Admin Foell introduced the new OVparks Recreation Coordinator, Nadia Khkhokhar Roberts. She started with OVparks in July. Nadia grew up in Fair Oaks then continued her education in San Francisco where she acquired her background in full-time summer camps. Prior to her employment with OVparks she worked for a couple of years in the San Juan Unified School District.

Admin Foell mentioned the free library has been installed at Pecan Park. Joann Cahill and her Girl Scout troop coordinated this effort.

Supervisor Woodford mentioned five seniors attended the recent overnight Hearst Castle Trip and had a great time. The most recent

Morning Walk was held at Pecan Park. Crafty Mondays, which is run by the Women's Club is growing in popularity.

Coordinator Roberts mentioned the Rummage Sale was successful with three hundred plus attending the event. She shared that the upcoming Kids Night Out evening is planned. Also that OVparks Family Fright Night will be held Friday, October 18, 2019 which includes the addition of three new community partners and a food truck at the event this year. The new partners enabled the addition of a new maze feature at the event. Upcoming Community Tree Lighting is scheduled for Friday, December 6, 2019.

Park Supt. Oropeza shared recent occurrences of graffiti at various sites. Locations included Oak & Filbert Horse Arena, Pecan Park, and Almond Park. Staff spent approximately one and a half days cleaning up the most recent tagging. The Equipment Expo in Elk Grove was a great team building event. All OVparks maintenance attended with the exception of Doug Fuhlrodt who stayed behind for coverage at OVparks events. OVparks won first prize at the Expo.

Finance/HR Supt. Von Aesch advised the audit will be conducted at the end of October and open enrollment for health plans is currently ongoing. To date, an additional two employees have chosen the high deductible plan.

Admin Foell advised of Sacramento County's visit regarding a drainage project at the Disc Golf Course near hole one extending to hole eleven requiring excavation and to reintroduce a channel for drainage to Arcade Creek. No cost to the District. No tree removal is expected. Project will commence within the next few months.

b) Report on Electric Greenway Trail – (verbal):

Admin Foell gave an update and stated the process is moving along and getting closer to final negotiations on the Escallonia and Drywood properties. An engineer will come out mark areas and calculate square footage required from each property. A meeting was held with all the property owners in attendance to secure a verbal agreement of the layout of the 30 foot wide area to move through their backyards. Expecting the final drawings of the trail plans to be started in the first quarter of 2020, with receipt of an initial set of the plans in approximately June of 2020. Admin Foell updated on the need to relocate two trees that were recently planted at the entrance of Orangevale Community Park near the Disc Golf Course. Director Stickney noticed as they are too close to the Disc Golf signage. A third tree situated in front of the building slated for expansion by Crown Castle will be removed. Efforts to stabilize the overflow parking area at the Disc Golf Course are being made.

12. UNFINISHED

None discussed.

BUSINESS

13. NEW BUSINESS

a) Review and Consider Approval of Proposed Joint Use Agreement for School District and Park District Facilities between the San Juan Unified School District and the Orangevale Recreation and Park District (Pg 47-85): This was removed from the agenda for September 2019 as Director Brunberg had felt the language needed to be stronger to ensure we don't accrue fees for the properties we don't develop and maintain. This proposal was reviewed and revised by David McMurchie to include stronger verbiage. Admin Foell requested the Directors review and provide feedback on the revisions made. To be addressed for motion at the next board meeting. No action was taken.

MOTION #6

b) Approval of Quote from J&S Asphalt to Repair and Renovate the Basketball Court at the Youth Center Park (pg 86): On a motion by Director Brunberg seconded by Director Meraz, the Quote from J&S Asphalt to Repair and Renovate the Basketball Court at the Youth Center Park was approved by a vote of 3-0-0 with Directors Stickney, Meraz, and Brunberg, voting Aye. There were no Abstentions or Nays. Directors Montes and Swenson were absent.

MOTION #7

c) Public Hearing and Approval of the Negative Declaration Pursuant to the California Environmental Quality Act (CEQA) for the Pecan Park Master Plan Projects (pg 87-109): Admin Foell provided summary regarding the Negative Declaration. He advised that no correspondence has been received regarding this issue. OVparks applied for a California Prop 68 Grant to complete many of the projects still not completed. Due to no public present to speak, Director Stickney opened and closed the public hearing. On a motion by Director Brunberg seconded by Director Stickney, the Negative Declaration Pursuant to the California Environmental Quality Act (CEQA) for the Pecan Park Master Plan Projects was approved by a vote of 3-0-0 with Directors Stickney, Meraz, and Brunberg, voting Aye. There were no Abstentions or Nays. Directors Montes and Swenson were absent.

d) Approval of the Proposal from Warren Consulting Engineers, Inc. to provide Surveying Services including a Topographic Survey for the newly acquired Regency Baptist Church property at the Orangevale Community Center Park in the amount of \$13,020 (pg 110-115): Admin Foell advised of the need to procure surveying services for the newly acquired property. Surveying would be completed within approximately two months. Admin Foell to check with MTW to obtain what information they have on the property area and updating the map

MOTION #8

information. On a motion by Director Brunberg seconded by Director Meraz, the proposal from Warren Consulting Engineers, Inc. to provide Surveying Services including a Topographic Survey for the newly acquired Regency Baptist Church property at the Orangevale Community Center Park in the amount of \$13,020 was approved by a vote of 3-0-0 with Directors Stickney, Meraz, and Brunberg voting Aye. There were no Abstentions or Nays. Directors Montes and Swenson were absent.

14. DIRECTOR AND STAFF COMMENTS

Coordinator Roberts reminded everyone to come to the Family Fright Night on October 18th.

Park Supt. Oropeza advised that the staff has reduced irrigation times for the cooler weather and upcoming events. A new check valve has been installed at the pool.

Finance/HR Supt. Von Aesch informed that Benefits Open Enrollment continues until October 25, 2019.

Director Brunberg congratulated the OVparks Maintenance Staff for winning the Equipment Expo trophy and hopes they enjoyed a fun day of teambuilding among staff.

Director Stickney mentioned everything looks good throughout the OVparks district.

15. ITEMS FOR NEXT AGENDA

a) Review and Consider Approval of Proposed Joint Use Agreement for School District and Park District Facilities between the San Juan Unified School District and the Orangevale Recreation and Park District

16. ADJOURNMENT

MOTION #9

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 7:55 p.m. On a motion by Director Brunberg, seconded by Director Stickney, the adjournment was approved by a vote of 3-0-0 with Directors Stickney, Brunberg, and Meraz, voting Aye. There were no Abstentions or Nays. Directors Montes and Swenson were absent.

Mike Stickney, Chairperson

GENERAL FUND EXPENDITURES
FOR THE MONTH ENDING
OCTOBER 31, 2019

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906270572	20200500	US BANK NATIONAL ASSOCIAT	Advertising	32.06
1906270572	20202100	US BANK NATIONAL ASSOCIAT	Books/Per Service	179.94
1906268000	20203900	SUSAN MYREN	Employee Transportation	54.75
1906267998	20203900	JENNIFER VON AESCH	Employee Transportation	60.32
1906268310	20203900	ANDREW MARYATT	Employee Transportation	73.78
1906268307	20203900	EMILY ROMINE	Employee Transportation	29.58
1906267999	20203900	CHRISTINA LEVEILLE	Employee Transportation	8.82
1906276669	20203900	SHANNON L KANE	Employee Transportation	44.08
				271.33
1906272150	20205500	HUB INTERNATIONAL	Insurance-Long Term	109.46
1906272147	20206100	ORANGEVALE CHAMBER OF COM	Membership Dues	230.00
1906276660	20206100	CALIFORNIA SPECIAL DISTRI	Membership Dues	6,191.00
				6,421.00
1906268298	20207600	BURKETTS OFFICE SUPPLY IN	Office Supplies	301.44
1906270572	20208100	US BANK NATIONAL ASSOCIAT	Postal Service	210.00
1906270572	20208102	US BANK NATIONAL ASSOCIAT	Stamps	165.00
1300728687	20208102	STAMPS	Stamps	-3.00
				162.00
1906266051	20219700	AT&T	Telephone Service	22.09
1906267452	20219700	SPRINT P C S	Telephone Service	30.74
1906272126	20219700	AT&T	Telephone Service	19.58
1906275930	20219700	COMCAST	Telephone Service	628.39
1906283651	20219700	COMCAST	Telephone Service	305.41
1906283646	20219700	AT&T	Telephone Service	22.40
				1,028.61
5107650549	20244300	MEDTOX LABORATORIES		18.49
1906276663	20253100	DAVID MCMURCHIE	Legal Services	10,467.50
1906272151	20257100	XIPHOS CORPORATION	Security Services	200.00
1906272152	20257100	XIPHOS CORPORATION	Security Services	100.00
				300.00
1906266061	20285100	ROBERT B HENDRY III	Recreational Services	910.00
1906266060	20285100	CORDOVA RECREATION & PARK	Recreational Services	3,070.20
1906267772	20285100	KORI SCOTT	Recreational Services	210.00
1906267577	20285100	ADRIAAN JANSEN VAN VUUREN	Recreational Services	891.25
1906267576	20285100	STEVEN MIRANDA	Recreational Services	257.40
1906267575	20285100	RICHARD KOWALESKI	Recreational Services	120.00
1906268303	20285100	ALISON LLOYD	Recreational Services	192.00
1906268300	20285100	LEILA GARCES	Recreational Services	117.00
1906270572	20285100	US BANK NATIONAL ASSOCIAT	Recreational Services	21.00
1906272158	20285100	TERRY MASTEN	Recreational Services	120.00
1906278102	20285100	BRENDAN CHASE	Recreational Services	7,800.00
1906278103	20285100	RESCUE TRAINING INSTITUTE	Recreational Services	66.50
1906278117	20285100	GRANIT BAY MARTIAL ARTS C	Recreational Services	98.00
1906284310	20285100	KORI SCOTT	Recreational Services	180.00
1906284309	20285100	ELLIOTT GENOVIA	Recreational Services	56.00
1906284307	20285100	ELLIOTT GENOVIA	Recreational Services	84.00
1906284304	20285100	RYAN VERMILLION	Recreational Services	306.40

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

Account Number	Expenditure Account	Budgeted 2019/2020	Current Expenditures	Expenditures to Date	Funds Available	% Left
1000	SALARIES & EMPLOYEE BENEFITS					
10111000	Salaries & Wages, Regular	855,000.00	58,472.40	252,465.16	602,534.84	70%
10112100	Salaries & Wages, Extra Help	430,000.00	19,006.43	192,551.74	237,448.26	55%
10112400	Salaries, Board members	12,000.00	500.00	2,300.00	9,700.00	81%
10121000	Retirement	230,000.00	16,452.20	69,959.81	160,040.19	70%
10122000	Social Security	100,000.00	5,877.79	33,892.81	66,107.19	66%
10123000	Group Insurance	240,000.00	20,166.67	78,845.92	161,154.08	67%
10124000	Worker's Comp. Ins	35,000.00		18,626.00	16,374.00	47%
10125000	Unemployment Insurance	25,000.00	314.81	7,201.55	17,798.45	71%
10128000	Health Care/Retirees	0.00		-	0.00	#DIV/0!
	<i>SUB-TOTAL</i>	1,927,000.00	120,790.30	655,842.99	1,271,157.01	66%
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	1,500.00	257.06	1,014.48	485.52	32%
20202100	Books/Periodicals/Subscrip	1,000.00	179.94	1,266.97	(266.97)	-27%
20202900	Business/Conference Expense	6,000.00		-	6,000.00	100%
20203500	Education/Training Serv.	7,000.00		1,993.25	5,006.75	72%
20203600	Education /Training Supplies	1,000.00		-	1,000.00	100%
20203700	Tuition Reimbursement	1,000.00		-	1,000.00	100%
20203800	Employee Recognition	2,000.00		-	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	271.33	804.78	2,195.22	73%
20205100	Liability Insurance	60,000.00		29,041.50	30,958.50	52%
20205500	Rental Insurance	4,000.00	109.46	516.28	3,483.72	87%
20206100	Membership Dues	10,000.00	6,421.00	8,810.90	1,189.10	12%
20207600	Office Supplies	9,000.00	301.44	2,164.63	6,835.37	76%
20207602	Signs	500.00		-	500.00	100%
20207603	Keys	350.00		-	350.00	100%
20208100	Postal Services	7,500.00	210.00	217.85	7,282.15	97%
20208102	Stamps	3,000.00	162.00	327.00	2,673.00	89%
20208500	Printing Services	28,000.00		-	28,000.00	100%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20210400	Agricultural/Horticultural Supply	1,000.00		-	1,000.00	100%
20211200	Building Maint. Supplies	500.00		-	500.00	100%
20212200	Chemicals	500.00		-	500.00	100%
20213100	Electrical Maint. Service	400.00		-	400.00	100%
20213200	Electrical Maint. Supplies	500.00		-	500.00	100%
20214100	Land Improv. Maint. Services	500.00		-	500.00	100%
20214200	Land Improv. Maint. Supplies	500.00		-	500.00	100%
20215100	Mechanical System Maint. Ser	500.00		-	500.00	100%
20215200	Mechanical System Maint. Sup	500.00		-	500.00	100%
20216200	Painting Supplies	500.00		-	500.00	100%
20216700	Plumbing Maint. Service	400.00		-	400.00	100%
20216800	Plumbing Maint. Supplies	500.00		-	500.00	100%

Account Number	Expenditure Account	Budgeted 2019/2020	Current Expenditures	Expenditures to Date	Funds Available	% Left
20218100	Irrigation Services	500.00		-	500.00	100%
20218200	Irrigation Supplies	500.00		-	500.00	100%
20218500	Permit Charges	3,000.00		-	3,000.00	100%
20219100	Electricity	500.00		-	500.00	100%
20219200	Natural Gas / LPG/ Fuel Oil	500.00		-	500.00	100%
20219300	Refuse Collection / Disposal Servi	500.00		-	500.00	100%
20219500	Sewage Disposal Service	500.00		-	500.00	100%
20219700	Telephone Service	15,000.00	1,028.61	3,338.69	11,661.31	78%
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		592.58	4,407.42	88%
20227500	Rents/Leases Equipment	500.00		-	500.00	100%
20228100	Shop Equip Maint Service	500.00		-	500.00	100%
20228200	Shop Equip Maint Supplies	500.00		-	500.00	100%
20229100	Other Equip Maint Service	500.00		-	500.00	100%
20229200	Other Equip Maint Supplies	500.00		-	500.00	100%
20231400	Clothing/Personal Supplies	2,000.00		-	2,000.00	100%
20232100	Custodial Services	1,000.00		-	1,000.00	100%
20232200	Custodial Supplies	1,000.00		-	1,000.00	100%
20244300	Medical Services	200.00	18.49	18.49	181.51	91%
20250500	Accounting Services	8,000.00		-	8,000.00	100%
20250700	Assessment/Collection Service	18,000.00		-	18,000.00	100%
20252500	Engineering Services	6,000.00		-	6,000.00	100%
20253100	Legal Services	15,000.00	10,467.50	26,924.00	(11,924.00)	-79%
20256200	Transcribing Services	1,000.00		-	1,000.00	100%
20257100	Security Services	5,000.00	300.00	660.00	4,340.00	87%
20259100	Other Professional Services	22,000.00		18,480.00	3,520.00	16%
20259101	Computer Consultants	8,000.00		1,500.00	6,500.00	81%
20281201	PC Hardware	10,000.00		118.80	9,881.20	99%
20281202	PC Software	6,000.00		324.00	5,676.00	95%
20281203	PC Supplies	1,000.00		-	1,000.00	100%
20281900	Elections	0.00		-	0.00	#DIV/0!
20285100	Recreational Services	190,000.00	15,660.95	60,762.46	129,237.54	68%
20285200	Recreational Supplies	40,000.00	772.58	15,352.18	24,647.82	62%
20289800	Other Operating Exp - Supplies	2,000.00		-	2,000.00	100%
20289900	Other Operating Exp - Services	2,000.00		40.68	1,959.32	98%
20291100	System Development Services	3,000.00		-	3,000.00	100%
20296200	GS Parking Charges	200.00	15.75	38.50	161.50	81%
	SUB-TOTAL	527,550.00	36,176.11	174,308.02	353,241.98	67%
3000	OTHER CHARGES					
30321000	Interest Expense	14,000.00	13,498.34	13,498.34	501.66	4%
30322000	Bond/Loan Redemption	70,000.00	63,745.16	65,034.95	4,965.05	7%
30345000	Taxes/Licenses/Assess Trans	2,500.00		-	2,500.00	100%
	SUB-TOTAL	86,500.00	77,243.50	78,533.29	7,966.71	9%

Account Number	Expenditure Account	Budgeted 2019/2020	Current Expenditures	Expenditures to Date	Funds Available	% Left
4000	FIXED ASSETS					
41410100	Land	200,000.00		25,000.00		
42420200	Struc. & Improvements	268,500.00	22,559.00	31,239.60	237,260.40	88%
43430300	Vehicles/Equipment	0.00		-	0.00	#DIV/0!
	SUB-TOTAL	468,500.00	22,559.00	56,239.60	412,260.40	88%
5000	INTERFUND CHARGES					
50557100	Fingerprinting Service	4,000.00	47.22	758.22	3,241.78	81%
	SUB-TOTAL	4,000.00	47.22	758.22	3,241.78	81%
79790100	<i>Contingency Appropriations</i>	0.00		-	0.00	0%
	<i>Deposit into Reserves</i>	0.00		-	0.00	0%
	GRAND TOTAL	3,013,550.00	256,816.13	965,682.12	2,047,867.88	68%

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

Account Number	Revenue Account	2019/2020 Budgeted Revenue	Realized This Period	Collection YTD Balance	YTD Uncollected Balance	% Collected
91910100	Prop. Taxes - Current Secured	1,340,000		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	20,000		0.00	20,000.00	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	
	SUB-TOTAL TAXES 9100	1,423,700	0.00	0.00	1,423,700.00	0.00%
94941000	Interest Income	14,000	353.00	353.00	13,647.00	2.52%
94942900	Building Rental Other	110,000	-1,571.33	29,716.63	80,283.37	27.02%
94943900	Cell Tower Leases	29,600	5,867.34	10,447.12	19,152.88	35.29%
94944800	Rec.Concessions Final 9	17,000	5,649.85	8,549.70	8,450.30	50.29%
94945900	Other Vending Devices	-		0.00	0.00	#DIV/0!
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	260,000		0.00	260,000.00	
95956900	State Aid - Other Misc. Programs	-		0.00	0.00	
96963313	Miscellaneous Fees	1,000	900.77	900.77	99.23	90.08%
96964600	Recreation Service Charges	505,000	66,274.01	168,122.22	336,877.78	33.29%
96969700	Security Services	2,500	126.18	932.56	1,567.44	37.30%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	-	1,025.00	1,048.00	-1,048.00	
97973200	Recreation Contributionss	-		0.00	0.00	
97973300	Orangevale Clubs	-		0.00	0.00	
97974000	Insurance Proceeds	2,500	258.73	598.45	1,901.55	23.94%
97979000	Revenue - Other	500	1,509.36	57,247.58	-56,747.58	11449.52%
	SUB-TOTAL OTHER MISC. INCOME	957,100	80,392.91	277,916.03	679,183.97	29.04%
	TOTAL BUDGET AMOUNT	2,380,800	80,392.91	277,916.03	2,102,883.97	11.67%

OLLAD EXPENDITURES
FOR THE MONTH ENDING
OCTOBER 31, 2019

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906268287	20207600	AMERICAN RIVER ACE HARDWA	Office Supplies	9.69
1906276642	20210300	NORTHERN CALIFORNIA INALL	Agriculture/Horticulture Service	412.50
1906276607	20210400	SITEONE LANDSCAPE SUPPLY	Agriculture/Horticulture Supply	88.96
1906276620	20210400	SITEONE LANDSCAPE SUPPLY	Agriculture/Horticulture Supply	822.38
1906283605	20210400	LOWES BUSINESS ACCOUNT	Agriculture/Horticulture Supply	167.51
				1,078.85
1906268287	20211200	AMERICAN RIVER ACE HARDWA	Building Maintenance Supply/Material	139.64
1906270572	20211200	US BANK NATIONAL ASSOCIAT	Building Maintenance Supply/Material	1,014.07
1906283605	20211200	LOWES BUSINESS ACCOUNT	Building Maintenance Supply/ Material	4,293.41
1906283978	20211200	CSLS INC	Building Maintenance Supply/ Material	3,064.24
				8,511.36
1906272144	20212200	AQUA SOURCE INC	Chemical Supplies	298.34
1700113752	20212200	AQUA SOURCE INC	Chemical Supplies	-40.00
				258.34
1906267574	20214200	NIMBUS LANDSCAPING MATERI	Land Improvement Maintenance Supply	64.95
1906270572	20214200	US BANK NATIONAL ASSOCIAT	Land Improvement Maintenance Supply	315.36
				380.31
1906276655	20215100	TDJE INCORPORATED	Mechanical Systems Maintenance Service	5,317.14
1906268287	20216800	AMERICAN RIVER ACE HARDWA	Plumbing Maintenance Supply	60.17
1906270572	20216800	US BANK NATIONAL ASSOCIAT	Plumbing Maintenance Supply	53.00
1906270572	20216800	US BANK NATIONAL ASSOCIAT	TAX ACCRUAL	2.17
				115.34
1906268287	20218200	AMERICAN RIVER ACE HARDWA	Irrigation Supplies	143.79
1906276609	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	387.32
1906276611	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	153.11
1906276615	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	337.52
1906276616	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	2,323.07
1906276618	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	5.00
1906276622	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	115.59
1906276624	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	58.08
1906283990	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	152.57
1906283988	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	774.64
				4,450.69
1906266056	20219100	SMUD	Electricity	7,231.43
1906283972	20219100	SMUD	Electricity	4.62
1906283969	20219100	SMUD	Electricity	20.99
1906283966	20219100	SMUD	Electricity	17.04
1906283656	20219100	SMUD	Electricity	95.44
				7,369.52
1906272131	20219200	PACIFIC GAS AND ELECTRIC	Natural Gas/LPG/Fuel Oil	1,462.09
1906272129	20219300	ALLIED WASTE SERVICES OF	Refuse Collection/Disposal Service	1,460.58
1906266054	20219500	COUNTY OF SACRAMENTO	Sewage Disposal Service	377.48
1906266053	20219500	COUNTY OF SACRAMENTO	Sewage Disposal Service	464.45
1906283975	20219500	UNITED SITE SERVICES	Sewage Disposal Service	177.86
1906283973	20219500	UNITED SITE SERVICES	Sewage Disposal Service	177.86
				1,197.65

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

Account Number	Expenditure Account	Budgeted 2019/2020	Current Expenditure	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20203500	Education/Training Service	3,000.00		673.08	2,326.92	78%
20206100	Membership Dues	1,000.00		-	1,000.00	100%
20207600	Office Supplies	500.00	9.69	9.69	490.31	98%
20207602	Signs	1,000.00		97.60	902.40	90%
20207603	Keys	1,500.00		145.79	1,354.21	90%
20210300	Agricultural/Horticultural Service	12,000.00	412.50	1,612.50	10,387.50	87%
20210400	Agricultural/Horticultural Supply	15,000.00	1,078.85	1,643.03	13,356.97	89%
20211200	Building Maint. Supplies	10,000.00	8,511.36	9,822.38	177.62	2%
20212200	Chemicals	35,000.00	258.34	16,244.17	18,755.83	54%
20213100	Electrical Maint. Service	6,000.00		-	6,000.00	100%
20213200	Electrical Maint. Supplies	2,000.00		694.24	1,305.76	65%
20214100	Land Improv. Maint. Service	34,000.00		10,860.00	23,140.00	68%
20214200	Land Improv. Maint. Supplies	46,000.00	380.31	527.00	45,473.00	99%
20215100	Mechanical System Maint. Ser	10,000.00	5,317.14	6,115.01	3,884.99	39%
20215200	Mechanical System Maint. Sup	3,000.00		875.35	2,124.65	71%
20216200	Painting Supplies	1,500.00		18.68	1,481.32	99%
20216700	Plumbing Maint. Service	1,000.00		199.00	801.00	80%
20216800	Plumbing Maint. Supplies	4,000.00	115.34	693.41	3,306.59	83%
20218100	Irrigation Service	2,000.00		-	2,000.00	100%
20218200	Irrigation Supplies	18,000.00	4,450.69	8,045.58	9,954.42	55%
20218500	Permit Charges	2,000.00		1,673.25	326.75	16%
20219100	Electricity	88,000.00	7,369.52	23,141.93	64,858.07	74%
20219200	Natural Gas / LPG/ Fuel Oil	30,000.00	1,462.09	2,254.50	27,745.50	92%
20219300	Refuse Collection / Disposal Service	24,000.00	1,460.58	4,685.74	19,314.26	80%
20219500	Sewage Disposal Service	14,000.00	1,197.65	4,134.58	9,865.42	70%
20219700	Telephone System	3,000.00		-	3,000.00	100%
20219800	Water	53,000.00	7,790.58	29,807.90	23,192.10	44%
20219900	Telephone System Maintenance	3,000.00		-	3,000.00	100%
20220500	Auto Maintenance Service	6,000.00	65.00	330.69	5,669.31	94%
20220600	Auto Maintenance Supplies	6,000.00	636.53	1,265.50	4,734.50	79%
20221200	Construction Equip. Maint. Sup.	500.00		-	500.00	100%
20222600	Expendable Tools	4,000.00		104.44	3,895.56	97%
20223600	Fuel & Lubricants	18,000.00	1,578.91	5,530.27	12,469.73	69%
20227500	Rent/Lease Equipment	5,000.00		150.00	4,850.00	97%
20228100	Shop Equip. Maint. Service	2,000.00		269.50	1,730.50	87%
20228200	Shop Equip. Maint. Supplies	7,000.00	352.61	1,434.39	5,565.61	80%
20229100	Other Equip. Maint. Service	2,500.00		273.32	2,226.68	89%
20229200	Other Equip. Maint. Supplies	4,000.00		-	4,000.00	100%
20231400	Clothing/Personal Supplies	4,000.00	(137.49)	94.71	3,905.29	98%
20232100	Custodial Service	0.00		-	0.00	#DIV/0!
20232200	Custodial Supplies	20,000.00	2,370.09	8,528.62	11,471.38	57%
20250500	Accounting Services	3,000.00		-	3,000.00	100%
20252500	Engineering Services	15,000.00		6,084.04	8,915.96	59%
20253100	Legal Services	18,000.00		-	18,000.00	100%
20257100	Security Services	20,000.00	715.00	6,294.19	13,705.81	69%

Account Number	Expenditure Account	Budgeted 2019/2020	Current Expenditure	Expenditures to Date	Funds Available	% Left
20259100	Other Professional Services	38,000.00	338.00	1,316.00	36,684.00	97%
20289800	Other Operating Expenses Sup.	3,500.00	301.70	879.79	2,620.21	75%
	SUB-TOTAL	600,000.00	46,034.99	156,529.87	443,470.13	74%
3000	OTHER CHARGES					
30321000	Interest Expense	0.00		-	0.00	0%
30322000	Bond/Loan Redemption	0.00		-	0.00	0%
30345000	Taxes/Licenses/Assess Trans	1,300.00	1,073.95	1,199.95	100.05	8%
	SUB-TOTAL	1,300.00	1,073.95	1,199.95	100.05	8%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	172,000.00		56,034.05	115,965.95	0%
43430300	Equipment	110,000.00	58,328.42	62,796.76	47,203.24	0%
	SUB-TOTAL	282,000.00	58,328.42	118,830.81	163,169.19	0%
	GRAND TOTAL	883,300.00	105,437.36	276,560.63	606,739.37	69%

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

Account Number	Expenditure Account	Budgeted 2019/2020	Current Expenditures	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	500.00		-	500.00	100%
20207600	Office Supplies	100.00		-	100.00	100%
20207602	Signs	48.00		-	48.00	100%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20219800	Water	800.00	39.19	156.76	643.24	80%
20223600	Fuel & Lubricants	600.00	65.79	230.01	369.99	62%
20250500	Accounting Services	500.00		-	500.00	100%
20252500	Engineering Services	1,000.00		-	1,000.00	100%
20253100	Legal Services	100.00		-	100.00	100%
20256200	Transcribing Services	150.00		-	150.00	100%
20259100	Other Professional Services	500.00		-	500.00	100%
20289900	Other Operating Exp - Services	300.00		(2.64)	302.64	101%
20291500	COMPASS Costs	300.00		-	300.00	100%
20296200	GS Parking Charges	30.00		-	30.00	100%
	SUB-TOTAL	5,428.00	104.98	384.13	5,043.87	93%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	0.00		-	0.00	0%
	SUB-TOTAL	0.00	-	-	0.00	0%
	GRAND TOTAL	5,428.00	104.98	384.13	5,043.87	93%

STAFF REPORT



DATE: 11-14-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: **MONTHLY ACTIVITY REPORT – OCTOBER 2019**

ADMINISTRATION

- Administrator Foell and Park Supt. Oropeza met with MTW staff to discuss the landscape renovation for the Orangevale Community Center site.
- Administrator Foell, County of Sacramento staff, and City of Citrus Heights staff met with residents from Escallonia Drive and Drywood Way to discuss the Electric Greenway Project.
- Administrator Foell and Park Supt. Oropeza met with MTW Architects to discuss the landscape plans for the Orangevale Community Center Park.
- Administrator Foell, Rec. Supervisor Bain, and Xtech's staff met to discuss internet, phone, and security for the new property.
- Administrator Foell and Park Supt. Oropeza met with County staff to discuss a County drainage project at the Disc Golf Course.
- Administrator Foell and Park Supt. Oropeza met with a Madsen Roofing representative to discuss several District roofing projects.
- Administrator Foell met with Brad Squires to discuss upcoming community meetings.
- Administrator Foell spoke to Walmart employees and thanked them for their gift of \$3,000 for the Pecan Park Renovation Project.
- Administrator Foell attended the Orangevale Library Strategic Planning Event at the Chamber Office.
- Administrator Foell and Rec. Supervisor Bain met with a Capital City Signs representative regarding new signage needs.
- Administrator Foell met with representatives from Orangevale Rocks to discuss potential future events.
- Administrator Foell, Rec. Supervisor Bain, Admin. Serv. Supervisor Woodford, Finance/HR Supt. Von Aesch, Rec. Coordinator Roberts, Park Supt. Oropeza, MTW Staff, Brad Squires, and Lisa Montes met to discuss the update to the Orangevale Community Center Park master plan.
- Administrator Foell attended a CAPRI Training on Workers' Compensation.
- Administrator Foell met with Director Brunberg to discuss updating the District's Trail Master Plan.

RECREATION

- Supervisor Bain attended the California Aquatic Management School.
- Coordinator Roberts and Specialist Romine attended the Y.T.R.S. meeting.
- Specialist Kane and Specialist Brennan went to a Lunch and Learn Session on inclusive and adaptive recreation.
- Supervisor Bain attended a meeting with San Juan Unified School District concerning the park districts helping with the school Run for Education.

November Activities	Enrollment	Attendance	Gross Revenue	
Aquatics				
Full Moon & Sunset Paddlers	2		\$	122.00
Classes Sub Total	2	0	\$	122.00
Classes				
Aiki Jujitsu Self Defense	9		\$	492.00
Aikido Teen/Adult	3		\$	306.00
Aikido Youth	1		\$	95.00
American Mahjong	37		\$	37.00
Babysitting CPR	1		\$	40.00
Ballet - Baby	4		\$	134.00
Ballet - Pre Ballet	3		\$	99.00
Child and Babysitting Safety	1		\$	65.00
Dance - Beginning Salsa	4		\$	168.00
Dance - East Coast Swing	3		\$	124.00
Dance - West Coast Swing	5		\$	181.00
Estate Planning 101		8		
Gymnastics - KinderGym	1		\$	132.00
Gymnastics - Parent Participation	4		\$	503.00
Gymnastics - Tot Gymnastics	2		\$	256.00
Jazzercise		270		
Karate - Preschool	2		\$	232.00
Karate - SA Shotokan	12		\$	1,911.00
Learn To Crochet	3		\$	201.00
Sunset Chef	10		\$	226.00
Tai-Chi Chuan	3		\$	129.00
Tennis - Green Ball	16		\$	976.00
Tennis - Red Ball	1		\$	61.00
TwirlSport Tumbling	6		\$	315.00
Ukulele	44		\$	44.00
Yoga for Grown-Ups	3		\$	147.00
Classes Sub Total	169	278	\$	6,874.00
Events				
Family Fright Night		600		
Events Sub Total	0	600	\$	-
SENIORS				
Bridge	82		\$	82.00
M.O.V.E. mid day movie		15		
Morning Walk		6		
Senior Lunches		252		
Seniors Sub Total	82	273	\$	82.00
Trips				
Apple Hill Daytrip	13		\$	845.00
Collette: Travel Presentation		9		
Heritage of America	2		\$	802.30
Trips Sub Total	15	9	\$	1,647.30
GRAND TOTAL	268	1160	\$	8,725.30

November Gross Revenue Recap –November OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$30,647, \$353 under the projected amount. November recreation revenue came in at \$27,780, \$3,780 above the projected amount and facility revenue in came in at \$2,867, \$4,133 under the projected amount. *Please note the revenue referenced here includes prepayments for future programs while the revenue figures listed in the chart on the previous page represent revenue attributed to programs occurring in November.*

UPCOMING EVENTS

- November 15 & 16, Holiday Craft Fair
- December 6, Community Tree Lighting
- January 1, Polar Bear Plunge

SECURITY

Fulton-El Camino Park District Police Department
Monthly activity report for: Orangevale Recreation and Park District
Reporting Period: 2019-10-01 to 2019-10-31

Off Property

Notice To Appear Issued

1) Date/Time: 2019-10-25 22:32

Violation 1: 22450 CVC Stop sign violation, Severity: Inf

Sundance Nature Area

Dispatched Calls For Service

1) Date/Time: 2019-10-19 13:49

Description: dispatched for motorcycles in park, walked park and spoke w/park goer, suspects GOA

Disposition: GOA

PARKS

Park Infrastructure

All Parks

- Nelson continues to do monthly playground inspections and takes care of repairs on site if necessary.
- Staff removed graffiti from Pecan, Horse Arena, and Orangevale Community Park.

Mechanics

- Staff serviced trucks and small equipment.

Park Irrigation

All Parks

- Staff continues to water all planted trees.
- Staff repaired several sprinklers at various parks throughout the District.

Park Grounds

All Parks

- Staff continues with regular detail maintenance in all parks and park restrooms.

Other Reports

- Staff continues to assist Recreation in Youth Center building rental, programed classes and schedule events.

Family Fright Night

We had our 8th annual Family Fright night with over 600 people attending. The night started out with trunk or treating with over 30 community businesses participating. The night ended with a movie in the gym. We were lucky to have some great community sponsors, Les Schwab Tires, Schools Credit Union Care Finance Group helped support the event.



AGREEMENT

This Agreement is made and entered into this 14th day of November 2019, between Owner, ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as the “District” and MADSEN ROOFING & WATERPROOFING, INC., hereinafter referred to as “Contractor”. Contractor will conduct, on behalf of the District, a project consisting of Roof Repair on the Sanctuary and House Buildings (the “Project”). The Project is located within Orangevale Community Center Park, 6826 Hazel Avenue, Orangevale, California.

RECITALS

WHEREAS, the Board of Directors of District have adopted the Uniform Public Construction Cost Accounting Act, Public Contract Code Section 22000, et seq., (the “Act”) which allows the District to complete projects by negotiated contract, by purchase order, or be the employees of the District by force account for projects up to Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, the District determined that the cost of the Project would be under Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, Contractor, has submitted an informal bid for the performance of the work; and

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

CONTRACT DOCUMENTS

1. The following documents are by this reference incorporated into, made a part of this Agreement, and collectively referred to herein as the “Contract Documents”: The construction proposal of Contractor and required insurance certificates.

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

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

SCOPE OF WORK

2. Contractor hereby agrees to furnish all labor, materials, equipment, appliances, mechanical workmanship, transportation, communication, scaffolding, hoisting, supervision, and coordination to complete in a workman-like manner, the following work:

Roof Repairs at the Sanctuary and House Buildings at Orangevale Community Center Park

- 1) Silicone at perimeter of Sanctuary Building according to attached quote.
- 2) Provide temporary installation of sheet metal strips to protect eaves according to attached quote for the house building.

INVESTIGATION BY CONTRACTOR

3. Contractor has thoroughly investigated the job sites. The contract price includes all work, as shown in the construction quotes needed to complete the crack repair, re-surfacing and striping of the Almond Park Tennis Courts in compliance with all applicable building codes, laws and regulations.

COMPLETION

4. Contractor shall be required to begin work within thirty (30) calendar days after written notification to that effect by the District, and to complete work in accordance with the Contract Documents to the satisfaction of the District within ten (10) calendar days from said written notice.

PAYMENT

5. The District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of Contractor's bid and proposal and this Agreement, to wit: \$13,681.00. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

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

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

If at any time during the progress of the work or before the final payment is made, any stop notice or other lien or claim of lien is filed, or notification to withhold money for

labor or material furnished by Contractor under this Agreement is served on the District, the District shall have the right to withhold from any monies due Contractor, an amount sufficient to discharge any or all such liens or claims. Releases or receipted vouchers in settlement of these liens or claims satisfactory to the District must be furnished to the District by Contractor before the withheld money will be paid to Contractor. If Contractor has not settled the stop notice, liens or claims within a reasonable time, not to exceed thirty (30) days from and after such stop notice, lien or claim is made, the District shall have the right to make a claim on Contractor's bond for payment of such stop notices, liens or claims. The District shall also have the right, but shall not be obliged, to discharge any or all such stop notices, liens or claims out of money withheld from Contractor. The District reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers that have asserted a stop notice or claim of mechanic's lien against the District. Any monies held in retention or otherwise by the District shall not be considered monies due and owing to Contractor until final payment is made pursuant to this Section 5, and all amounts have been deducted for any and all damages assessed pursuant to the provisions of this Agreement and/or monies expended by the District to complete the work as set forth in and contemplated by the Contract Documents.

PREVAILING WAGES

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

Pursuant to Labor Code Section 1775, Contractor shall forfeit, as penalty to the District, an amount of not more than Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done pursuant to this Agreement by Contractor or any subcontractor working under Contractor. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, the previous record of the Contractor in meeting his or her prevailing wage obligations, or Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor had knowledge of his or her obligations under the Labor Code. In addition to said penalty, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Contractor and each subcontractor under Contractor shall keep an accurate payroll record showing name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each person certified in a trade or a craft, for each apprentice, worker, or other employee of Contractor or subcontractor performing a part of the work contemplated by this Agreement. Contractor shall provide or make available for inspection, a certified copy of such payroll records as specified in Section 1776 of the Labor Code of the State of California. Attention is directed to Section 1777.5 of the Labor Code of the State of California concerning the employment of apprentices, and Contractor is required to comply with the provisions of that section.

EIGHT HOUR DAY LIMITATION

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

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

INSURANCE

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

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

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

operations in the performance of the work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Contractor. Said insurance shall also specify that it acts as primary insurance.

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

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

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

By execution of this Agreement, Contractor certifies as follows:

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

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

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

INDEMNIFICATION

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

CHANGE ORDERS

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

WARRANTY

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

manufacturer and supplier warranties relating to the work, if any, upon completion of the work and prior to the final payment.

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

CORRECTION OF WORK AND BACK CHARGES

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

CLEANUP

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

CONCEALED CONDITIONS

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

CONTRACTOR AS INDEPENDENT CONTRACTOR

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

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

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

DEFAULT BY CONTRACTOR

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

SAFETY

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

unsafe conduct tolerated by Contractor or any of its subcontractors.

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

By _____
Greg Foell, District Administrator

MADSEN ROOFING & WATERPROOFING, INC.

By _____
5960 Bradshaw Road, Sacramento, CA 95829
Contractor's License Number:

EXHIBIT A

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned has been paid in full for all labor, services, equipment or material furnished to _____ on the job of _____ located at _____ and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against labor and material bond on the job, except for disputed claims for extra work in the amount of \$_____.

Dated: _____

By: _____

“NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.”

EXHIBIT B

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment in the sum of \$ _____ for the labor, services, equipment, or material furnished to _____ on the job of _____ located at _____ and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to _____ through _____ only and does not cover any retentions retained before or after the release dates; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated: _____

By: _____

“NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.”

EXHIBIT C

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from _____ in the sum of \$ _____ payable to _____ and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of _____ located at _____ to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to _____ through _____ only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said parties should verify evidence of payment to the undersigned.

Dated: _____

By _____

November 8, 2019

VIA E-MAIL: GREG@OVPARKS.COM

Mr. Gary Foell
6825 Hazel Ave.
Orangevale CA 95662

Re: Silicone at perimeter of Sanctuary Building

Dear Greg,

Thank you for inviting Madsen Roofing & Waterproofing, Inc. to submit a proposal for the above-referenced location. The following outlines our recommended scope of work to complete this project on all three buildings.

SCOPE OF WORK¹

Silicone Roof Coating System to 3' Perimeter of Roof

1. Remove debris from 3' perimeter of roof.
2. Bag all debris and dispose of properly.
3. Scrape all loose coatings back.
4. Power wash perimeter of roof to prepare for the silicone system.
5. Seal all loose base flashings at parapet walls using white silicone gel roof mastic.
6. Protect all roof items that are not to be coated using painter's tape and painter's paper.
7. Apply bleed blocker primer to the 3' perimeter field of roof curb at the rate of ½ gallon per every 100 square feet.
8. Apply silicone roof coating to the 3' perimeter field in one coat at the rate of 2 ½ gallons per every 100 square feet. Silicone coating will be backed rolled to ensure laps are covered properly.
9. Provide Madsen Roofing & Waterproofing's -year limited warranty.

¹ Our scope of work assumes that the work will be performed during our regular business hours and week days. Bid excludes plumbing, electrical, mechanical, wall siding, soffit, roof deck and structural repairs. Bid includes building permits, temporary facilities and county inspections. During the permit process if the building department requires additional roof vents added the cost of work will need to be adjusted. Please note that the City of Orangevale may require that you hire a licensed asbestos consultant prepare a report verifying the absence of asbestos containing materials in the existing roof system and obtain clearance for the project through the Sacramento Metropolitan Air Quality Management District ("SMAQMD"). Our proposal does not include the cost of the report, the fees charged by SMAQMD, or the cost to abate any asbestos containing materials identified by the consultant

November 8, 2019

Page 2

10. The proposed work is repair in nature. It is not the replacement of the roof system. Madsen was not the original installer of the existing roof system, and makes no guarantee that this repair scope will provide a leak free roof.

COST OF WORK

\$10,781.00

House- Temporary Protection at Eaves

1. **Details:**
 - a. Install 16"x10' 24-gauge sheet metal strips under 2 course of shingles and into gutter to keep water from further damaging roof sheathing.
 - b. Fasten sheet metal strips every 12" through roof sheathing with neoprene washer screws.
2. **Warranties:**
 - a. Provide Madsen Roofing & Waterproofing, Inc.'s standard 1-year warranty.

COST OF WORK

\$2,901.00

TOTAL COST OF ALL WORK

\$13,681.00

Thank you for consideration of our proposals. Please contact me if you have any questions.

Very truly yours,
MADSEN ROOFING & WATERPROOFING, INC.



Mike Jenks
Estimator