

**ORANGEVALE RECREATION & PARK DISTRICT  
BOARD OF DIRECTORS MEETING  
THURSDAY, JANUARY 10, 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 December 13, 2018 meeting (pg 1-7)

**7. CORRESPONDENCE**

a. Confidential envelope – Attorney billing November 2018

b. Letter from the County of Sacramento thanking the District for use of the Orangevale Community Center for the November 6, 2018 General Election (pg 8)

**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**

No Report

**8.2 OLLAD CONSENT MATTERS**

No Report

**8.3 KENNETH GROVE CONSENT MATTERS**

No Report

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

No Report

**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 – December 2018 (pg 9-11)
- b. Report on Electric Greenway Trail Public Meeting on January 8, 2019 (verbal)
- c. County of Sacramento - Hazel Avenue Sidewalk Project Update (verbal)

**12. UNFINISHED BUSINESS**

**13. NEW BUSINESS**

- a. General Obligation Bond Analysis Presentation from Isom Advisors (presentation)
- b. Approval of District Committee Meeting Assignments for 2019 (pg 12)
- c. Approve Agreement with Exclusive Exteriors to Construct an ADA Pathway at Almond Park in the Amount of \$6,625 (pg 13-26)
- d. Discuss the Possible Purchase of the Sacramento Metropolitan Fire District Property at 5148 Main Avenue (pg 27-28)

**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 December 13, 2018

A Regular Meeting of the Board of Directors of the Orangevale Recreation & Park District was held on Thursday, December 13, 2018 at the District Office. Director Stickney called the meeting to order at 6:35 p.m.

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

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was conducted.
4. **APPROVAL OF AGENDA**  
**MOTION #1** On a motion by Director Brunberg, seconded by Director Meraz, the agenda was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays.
5. **PUBLIC DISCUSSION** There was no public discussion.
6. **MINUTES**  
**MOTION #2**
  - a) Approval of Minutes of November 8, 2018 Meeting (pg 1-7): On a motion by Director Brunberg, seconded by Director Swenson, the minutes were approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays.
7. **CORRESPONDENCE**  
**MOTION #3**
  - a) Confidential Envelope – Attorney Billing October 2018: On a motion by Director Brunberg, seconded by Director Stickney, the attorney billing 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.
  - b) Letter from the Sacramento Local Agency Formation Commission (LAFCo) Inviting Nominations for the Special District Advisory Committee (SDAC) (pg 8-10): Admin. Foell said that LAFCo asked for nominations to join the Special District Advisory Committee. None of the Board members volunteered.
  - c) Letter from Segal Consulting to the Sacramento County Employees’ Retirement System (SCERS) Regarding Seven Year Projection of Employer Contribution Rates (pg 11-18): SCERS provided an update to the seven-year contribution projections as a

result of their yearly actuarial report. These reports show the impacts of retirement contribution rates. The table provided showed the comparisons of the 6/30/17 and 6/30/18 projections, which was a difference of 0 to -1.98% over the next several years.

**8. CONSENT  
CALENDAR**

**MOTION #4**

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

**8.1 CONSENT  
MATTERS  
GENERAL FUND**

- a) Ratification of Claims for October 2018 (pg 19-20)
- b) Budget Status Report for October 2018 (pg 21-23)
- c) Revenue Report for October 2018 (pg 24)
- d) Ratification of Claims for November 2018 (pg 25-26)
- e) Budget Status Report for November 2018 (pg 27-29)
- f) Revenue Report for November 2018 (pg 30)

**8.2. OLLAD  
CONSENT  
MATTERS**

- a) Ratification of Claims for October 2018 (pg 31-32)
- b) Budget Status Report for October 2018 (pg 33-34)
- c) Ratification of Claims for November 2018 (pg 35)
- d) Budget Status Report for November 2018 (pg 36-37)

**8.3. KENNETH GROVE  
CONSENT  
MATTERS**

- a) Ratification of Claims for October 2018 (pg 38)
- b) Budget Status Report for October 2018 (pg 39)
- c) Ratification of Claims for November 2018 (pg 40)
- d) Budget Status Report for November 2018 (pg 41)

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

**MOTION #5**

- a) Ratification of Claims for October 2018 (pg 42): On a motion by Director Swenson, seconded by Director Stickney, the non-consent 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.

**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 Committee: No report.

**11. ADMINISTRATOR'S  
REPORT**

- a) Monthly Activity Report – November 2018 (pg 43-46): Admin. Foell said a developer spoke to him about the Holden property

which had previously been entitled for two-acre single family homes; the project was approved but not built. This new project would be splitting the Star and Holden properties. The developers are currently talking to the County about the process they need to go through for this project. The District was again talking with Crown Castle, who had taken over the cellular service of a cell tower. The Board will soon be approving their lease of up to 20 years, which could include increased amounts of revenue for the District. Crown Castle is also requesting additional land for an expansion of services. Superintendent Oropeza recently attended the Maintenance Management School. Staff are continuing to mulch leaves at the parks and using them as fertilizer/nutrients to save some money. Ms. Von Aesch completed the audit and will receive a report in a few months.

- b) Update on the Land Swap with San Juan Unified School District (verbal): The land swap has been completed.
- c) Update on the Sacramento Metropolitan Fire District Surplus Land Sale (verbal): Admin. Foell said this was a nice building, but the room spaces were not very big. The District is still considering it as a potential new facility. The land is approximately seven acres and was zoned in three separate parcels. The house portion is 2,000 square feet and most likely including the garage.
- d) Electric Greenway Trail – Public Meeting Scheduled for January 8, 2019 (verbal): The District wrote a letter to three residents to discuss the possible sale of a 30 foot portion of their back yards for the trail. A community meeting will be held on January 8, 2019 to discuss the trail.
- e) Update on Hazel Avenue Sidewalk Improvement Project (verbal): This project was located on Hazel from Elm to Central. There is a gap in proposed sidewalk between the undeveloped parcel that the District owns, and the Regency Baptist Church. The County would not develop the sidewalk as that area had not been developed yet and wasn't included in their federal grant. The Board requested staff ask the County to develop the sidewalk for the District from a safety standpoint. They also discussed the options for fencing along the west side of Hazel by the Youth Center portion of the project.

**12. UNFINISHED BUSINESS**

There was no unfinished business.

**13. NEW BUSINESS**

- a) Oath of Office for Newly Elected Board Members (Presentation): The newly elected Board members, Director Meraz, Director Swenson, and Director Brunberg, were sworn into office.
- b) Public Hearing: Consideration of Approval of Pay to Play at the Shady Oaks Disc Golf Course (pg 47-54): Admin. Foell explained

that the District had held several meetings regarding this topic. He brought the meeting's attention to the business plan report in the Board packet and the highlights from a few of the meetings. The Board also discussed the difference in the fees/expense report. The Public Hearing was opened.

**MOTION #6**

Jim Oates lives on Pershing Avenue in Orangevale. He appreciated the Board members who met with them in a committee meeting. He has been a part of the course in 1984. He said the Shady Oaks Club have always held fundraisers for every project the course needed and completed. The volunteers had always used their time to take part in course improvements. He did not want to be charged to play in the park that he "built". He asked why projects have been funded at other parks through the budget but not at the disc golf course.

Jon Avery lived on Hickory Avenue in Orangevale. He seconded everything Jim Oates stated. The players and volunteers have always put in their own time and energy to support this club. Regarding the parking lot, he said he spoke to Bruce to lock up the lawn parking which was still closed. He stated that if the existing parking lot is full that meant the course was full and so they did not want more parking available because that would make the course too busy.

Connor Johnston lived on Central Avenue in Orangevale. He believed disc golf is a hobby and not a business. Having to pay will turn people away and make it more of a product. A private course in Roseville did not stay in business.

Alexis Johnston also lived on Central Avenue in Orangevale. She was raised in Orangevale but has never used the disc golf course. However, she has seen people playing and can sense their passion. She also believed that out of town residents from nearby communities were probably spending their time and money in Orangevale before or after using the course. She did not understand where the money would be going if the course was already being taken care of.

Director Stickney closed the public hearing. Admin. Foell thought the club and the District could work together to make the course better. Director Swenson appreciated all of the input from the players. She feels with District participation they could control the alcohol and marijuana use on the course. Director Montes agreed with Director Swenson, and felt they needed to enforce these rules in all of the parks. She would like to see more survey results and Board meeting minutes regarding this issue. She would not like to set a pay to play precedence at their parks. She recommended the club become an official "legit" non-profit club. Director Brunberg thought the only part of the District's parks that needed policing was the disc golf course, because the clientele was known to

“curse” and smoke marijuana and to not be family-friendly. She felt a high percentage of the patrons at the course were non-Orangevale residents who do not pay the yearly tax for the parks. She would like to fund the additional policing to prevent the marijuana smoking at the course. She did not feel \$130 per year was an excessive amount to ask the players to pay for. She reiterated that the District owns the course, and not Final 9 or the players. Director Brunberg was in favor of trying out pay to play on a trial basis. Director Meraz said he heard the same kind of dialogue at William Land Park that he hears at Shady Oaks. He had seen families at the course, and the players tend to police each other. He appreciates the course and that it did not become a housing development like it was originally planned to. He did not see a need for pay to play at the course at this time. Director Stickney agreed that disc golf was a very popular activity, and at this course several of the players do not live in Orangevale.

Director Brunberg motioned that they begin pay to play on a trial basis at the fees as presented. This was seconded by Director Stickney. The motion was denied by a vote of 2-3-0 with Directors Brunberg and Stickney voting Aye, and Directors Swenson, Meraz, and Montes voting Nay. There were no Abstentions.

**MOTION #7**

- c) Approval of Resolution 18-12-611, Resolution Establishing Classes of Regular Employment and Salary Ranges (pg 55-74): The original agreement with SCERS in 1987 indicated the District was allowed to have part-time employees working up to 20 hours per week. If they worked more than 20 hours, they would be considered normal employees and be eligible for SCERS benefits. The District approved a resolution approximately three years ago to allow part-time employees to work up to 1,500 hours per year however it was not fully instituted due to SCERS beginning audits of Districts practices. Nine months ago, SCERS passed a resolution which now allows non “Regular” part time employees to work up to 1,566 hours per year. The District’s resolution will adopt SCERS policy regarding employee’s membership. On a motion by Director Brunberg, seconded by Director Montes, the resolution was approved by a vote of 4-0-1 with Directors Swenson, Brunberg, Meraz, and Montes voting Aye. Director Stickney Abstained. There were no Nays.

**MOTION #8**

- d) Approval of Clarification Regarding the District High Deductible Health Plan Employee Premium Payment (pg 75): On a motion by Director Brunberg, seconded by Director Montes, the item 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.
- e) Approval of Agreement with MTW Landscape Architects for On-Call Services in the Amount Not to Exceed \$9,000.00 (pg 76-77): The District has several small projects, and Admin. Foell would

**MOTION #9**

like MTW to do small hourly work for the District. Admin. Foell explained the projects he would like to discuss with MTW. On a motion by Director Swenson, seconded by Director Montes, the Agreement 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.

- f) Election of Officers for 2019: Director Brunberg motioned, and Director Montes seconded, for Director Swenson to be secretary. The motion was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays.

**MOTION #10**

**MOTION #11**

Director Brunberg motioned, and Director Montes seconded, for Director Stickney to be chairperson. The motion was approved by a vote of 5-0-0 with Directors Swenson, Brunberg, Meraz, Stickney, and Montes voting Aye. There were no Abstentions or Nays.

**MOTION #12**

Director Brunberg motioned, and Director Swenson seconded, for Director Montes to be vice-chairperson. The motion 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.

**14. DIRECTOR AND STAFF COMMENTS**

Recreation Supervisor Bain encouraged the Board to attend the plunge on January 1. The office was closed until January 3.

Superintendent Oropeza was working on getting some larger projects done in the park.

Ms. Von Aesch said the audit went well. She will be working on payroll over the holiday break.

Admin. Foell appreciated the staff members and all the work they do.

Director Montes said the District had been nominated in several categories for Best of Orangevale. She wished everyone a happy holiday.

Director Swenson was amazed by all the work that gets done in the District, and thanked the staff.

Director Stickney thought the tree lighting was a great event. He reiterated that he would like Admin Foell to send a letter to the County for extending the sidewalk.

Director Brunberg thanked all the staff.

Admin. Foell thanked the Board for all they do.



**15. ITEMS FOR NEXT AGENDA**

No items were discussed.

**16. CLOSED SESSION**

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

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

No action was taken, direction was given.

**18. ADJOURNMENT**

**MOTION #13**

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 8:46 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

**Voter Registration and Elections**

Courtney Bailey-Kanelos  
Registrar of Voters



DEC 21 2018

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

**County of Sacramento**

December 18, 2018

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

To the great staff at the Orangevale Community Center,

On behalf of the Sacramento County Voter Registration & Elections Department and the voters in Sacramento County, I would like to express our genuine gratitude for the use of your community center during the November 6, 2018 General Election!

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

Even though many of the Vote Centers experienced long lines on Election Day, the general attitude and reception of the new voting options under the Voter's Choice Act was positive. According to the 514 responses we received from the Voter Experience Survey, 81% of voters were "very satisfied" with their Vote Center location.

The Orangevale Community Center had a whopping 1,036 in-person voters and 2,774 ballots dropped off while open as a Vote Center!

We greatly appreciate the accommodations that your staff made to ensure voter access. If you have any questions, concerns, or suggestions for future elections, please don't hesitate to contact Precinct Operations at (916) 875-6100 or [PrecinctOperations@saccounty.net](mailto:PrecinctOperations@saccounty.net).

Our staff will be visiting your location in 2019 to help us better prepare the layout for the 2020 elections, with the Presidential Primary Election scheduled for March 3, 2020. We hope to work with you again for future elections!

Thank you for being part of this historic change to how elections are conducted in California. We wish you a joyous holiday season and prosperous New Year!

Sincerely,

Courtney Bailey-Kanelos  
Registrar of Voters

*We proudly conduct elections with accuracy, integrity and dignity*

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

# STAFF REPORT



DATE: 1-10-19  
 TO: Board of Directors  
 FROM: Greg Foell, District Administrator  
 SUBJECT: **MONTHLY ACTIVITY REPORT – DECEMBER 2018**

## ADMINISTRATION

- Directors Stickney and Meraz, Administrator Foell, Superintendent Oropeza and Supervisor Bain toured the Fire Station property on Main Avenue.
- Administrator Foell met with Peter Larimer from MTW to discuss several small construction projects.
- Administrator Foell, Park Superintendent Oropeza, Peter Larimer from MTW, and Rory Merrill from Exclusive Exteriors met to discuss several ADA improvement projects.
- Administrator Foell attended a meeting with district administrators from local park districts and County staff regarding the five-year park development fee update.
- Administrator Foell and Park Superintendent Oropeza attended a meeting with the FEC Police Department to discuss coordination of patrol services for 2019.
- The 2018 Employee Recognition Event was held on December 14<sup>th</sup>.
- The State of California conducted an energy audit of District facilities.
- Administrator Foell attended a meeting with the City of Citrus Heights in preparation for the Electric Greenway Community Meeting.

## RECREATION

- December 6, Specialist Romine attended the Youth and Teen Recreation Services (YTRS) meeting.

<u>December Activities</u>	<u>Enrollment</u>	<u>Attendance</u>	<u>Gross Revenue</u>
<b>Classes</b>			
Aikido Teen/Adult	1		\$ 102.00
Aikido Youth	10		\$ 732.00
Ballet - Baby	4		\$ 128.00
Ballet - Pre Ballet	6		\$ 195.00
Basic Life Support CPR & AED	1		\$ 62.00
Child and Babysitting Safety	3		\$ 171.00
Dance - Night Club Two Step	3		\$ 79.00
Jazzercise			
Karate - Preschool	3		\$ 374.00
Karate - SA Shotokan	6		\$ 657.00
Kids Ninja	1		\$ 105.00
Simply Crafty Women		11	
TwirlSport Cheer	3		\$ 93.00
TwirlSport Tumbling	6		\$ 177.00
Ukulele	64		\$ 64.00
<b>Classes Sub Total</b>	<b>111</b>	<b>11</b>	<b>\$ 2,939.00</b>

<b>Events</b>				
Tree Lighting		850		
<b>Events Sub Total</b>	<b>111</b>	<b>850</b>	<b>\$</b>	<b>-</b>
<b>SENIORS</b>				
Bridge	47		\$	47.00
M.O.V.E. mid day movie		4		
Senior Lunches				
<b>Seniors Sub Total</b>	<b>47</b>	<b>4</b>	<b>\$</b>	<b>47.00</b>
<b>Trips</b>				
Christmas on the Danube	1		\$	603.80
San Fransisco Dickens Fair	7		\$	630.00
<b>Trips Sub Total</b>	<b>8</b>		<b>\$</b>	<b>1,233.80</b>
<b>GRAND TOTAL</b>	<b>166</b>	<b>865</b>	<b>\$</b>	<b>4,219.80</b>

**December Gross Revenue Recap** – December OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$23,173, \$9,173 over the projected amount. December recreation revenue came in at \$ 9,301, \$699 under the projected amount and facility revenue in came in at \$13,873, \$9,873 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 December.*

#### **PROGRAM HIGHLIGHTS**

- December 7<sup>th</sup> The Tree Lighting had approximately 850 people in attendance

#### **UPCOMING EVENTS**

- February 1, Kids Night Out
- February 15, Best Friends Bash
- February 23, Reptile and Critter Show

#### **SECURITY**

**Fulton-El Camino Park District Police Department**  
**Monthly Status Report for: Orangevale Recreation and Park District**  
**Reporting Period: 2018-12-01 to 2018-12-31**

#### **Off Property**

##### **Notice To Appear Issued**

1) Date/Time: 2018-12-01 02:15

Violation 1: 23109 c CVC EXHIBITION OF SPEED, Severity: Mis

2) Date/Time: 2018-12-01 18:20

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

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

Violation 3: 21460(a) CVC Cross Double Yellow Line, Severity: Inf

3) Date/Time: 2018-12-01 21:03

Violation 1: 21460.5(c) CVC Passing in center turn lane, Severity: Inf

Violation 2: 23103 CVC Reckless Driving, Severity: Mis

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

##### **Onsite Arrests Made**

1) Date/Time: 2018-12-07 18:20

V1: 2800.1 CVC Evading - Misdo Severity: Mis

V2: 148(a)(1) PC Resist, Delay, Obstruct a Peace Officer Severity: Mis  
V3: 12500(a) CVC Unlicensed Driver Severity: Mis  
2) Date/Time: 2018-12-28 19:17  
V1: 10851 CVC Auto Theft Severity: Fel  
V2: 529 PC False personation Severity: Fel  
V3: 3454 PC PRCS Flash Incarceration Severity: Fel  
V4: 496(d) PC Stolen Property Severity: Fel

### **OV Community Park (Disc Golf)**

#### **Notice To Appear Issued**

1) Date/Time: 2018-12-07 23:47  
Violation 1: 9.36.067 SCO Park Hours, Severity: Inf  
2) Date/Time: 2018-12-07 23:47  
Violation 1: 9.36.067 SCO Park Hours, Severity: Inf  
3) Date/Time: 2018-12-07 23:47  
Violation 1: 9.36.067 SCO Park Hours, Severity: Inf

## **PARKS**

### **Park Infrastructure**

#### **All Parks**

- Nelson continues to do playground inspections and takes care of repairs on site if necessary.
- Doug and Horacio removed several large branches from Sundance Creek that were obstructing flow due to a fallen tree branch.
- Staff pruned Sundance along the walking trail.
- Staff pruned all trees at Pecan Park along the east side parking lot and removed a large broken branch.

#### **Mechanics**

- Lucas continues to do basic maintenance on all vehicles and mowers.
- Curtis, Doug and Lucas repaired the dump bed.
- Lucas replaced the belts on the Kubota trim mower.
- Lucas replaced the leaf blower safety/shutoff switch.
- Leaf blower maintenance completed.

### **Park Irrigation**

#### **All Parks**

- Curtis and Nelson continue to monitor the pool chemicals and assist in the basis maintenance of the pool.
- Staff helped in the irrigation audit for Oak and Filbert Horse Arena and Disk Golf. 51 valves were audited.

### **Park Grounds**

#### **All Parks**

- Staff continues with detail maintenance in all parks.
- Staff cleaned and pruned the south entrance area next to the park sign at Pecan Park.

### **Other Reports**

- Doug and Horacio assisted in the Christmas Tree Lighting event.
- Staff continues leaf abatement and leaf mulching in several parks.
- Staff removed the basketball hoops and concrete footings from Pecan Park.

## Orangevale Recreation and Park District Committee Assignments

(First Director listed is designated as the Committee Chair)

<u>Committees</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Admin./Finance (Budget)	Sharon Brunberg, Mike Stickney	Steve Caldwell, Sharon Brunberg	Sharon Brunberg, Mike Stickney
Maint./Operations	Mike Stickney, Lisa Montes	Lisa Montes, Steve Caldwell	Manie Meraz, Tim Anderson
Recreation	Manie Meraz, Lisa Montes	Manie Meraz, Lisa Montes	Lisa Montes, Tim Anderson
Personnel/Policy	Steve Caldwell, Sharon Brunberg	Steve Caldwell, Sharon Brunberg	Sharon Brunberg, Lisa Montes
Planning	Mike Stickney, Manie Meraz	Mike Stickney, Manie Meraz	Mike Stickney, Manie Meraz
Government	Manie Meraz, Steve Caldwell	Manie Meraz, Mike Stickney	Manie Meraz, Mike Stickney
Trails	Sharon Brunberg, Steve Caldwell	Sharon Brunberg, Mike Stickney	Mike Stickney, Sharon Brunberg
<u>Committees</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Admin./Finance (Budget)	Sharon Brunberg, Mike Stickney	Sharon Brunberg, Mike Stickney	Mike Stickney, Sharon Brunberg
Maint./Operations	Erica Swenson, Mike Stickney	Mike Stickney, Erica Swenson	Erica Swenson, Mike Stickney
Recreation	Manie Meraz, Erica Swenson	Erica Swenson, Manie Meraz	Manie Meraz, Erica Swenson
Personnel/Policy	Lisa Montes, Sharon Brunberg	Lisa Montes, Sharon Brunberg	Lisa Montes, Sharon Brunberg
Planning	Mike Stickney, Lisa Montes	Mike Stickney, Lisa Montes	Mike Stickney, Lisa Montes
Government	Lisa Montes, Manie Meraz	Lisa Montes, Manie Meraz	Manie Meraz, Lisa Montes
Trails	Sharon Brunberg, Manie Meraz	Manie Meraz, Sharon Brunberg	Sharon Brunberg, Manie Meraz

# STAFF REPORT



DATE: 1-10-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: APPROVE THE AGREEMENT WITH EXCLUSIVE EXTERIORS TO CONSTRUCT AN ADA PATHWAY AT ALMOND PARK IN THE AMOUNT OF \$6,625.**

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## **RECOMMENDATION**

Approve the Agreement with Exclusive Exteriors to construct an ADA pathway at Almond Park in the amount of \$6,625.

## **BACKGROUND**

The District's American's With Disabilities (ADA) Assessment identified a path of travel project at Almond Park to connect the tennis courts to the current pathway and parking lot. The project was included in the 2018/19 Fiscal Budget. Staff recommends approval of the Agreement with Exclusive Exteriors in the amount of \$6,625 to complete the project.

## **RECOMMENDED MOTION**

I move we approve the Agreement with Exclusive Exteriors to construct an ADA pathway at Almond Park in the amount of \$6,625 and authorize the District Administrator to execute the agreement.

## **AGREEMENT**

This Agreement is made and entered into this 10<sup>th</sup> day of January 2019, between Owner, ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as the "District" and EXCLUSIVE EXTERIORS, hereinafter referred to as "Contractor". Contractor will conduct, on behalf of the District, a project consisting of an Almond Park ADA Pathway Project (the "Project"). The Project is located at Almond Park, 5901 Almond 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 Forty-five Thousand Dollars (\$45,000.00); and

WHEREAS, the District determined that the cost of the Project would be under Forty-five Thousand Dollars (\$45,000.00); 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:

Construct a concrete access walkway from an existing concrete pad to the gate of the existing tennis courts at Almond Park. The construction is based on plans provided by MTW Group and site walkthrough. Excavation, disposal, sub-base preparation and forming for concrete with ½ inch rebar on 18-inch centers. Placement and finishing of a 4 ½ X 50-foot ramped walkway with a 6-inch curb between existing concrete pad and new concrete ramp and 5' X 5' level pad at termination of ramped walkway (6 sack, broom finish, 5" thick).

## **INVESTIGATION BY CONTRACTOR**

3. Contractor has thoroughly investigated the job sites. The contract price includes all work, as shown in the Construction Documents needed to provide six finished and complete monument sign installations in compliance with all applicable building codes, laws and regulations.

## **COMPLETION**

4. Contractor shall be required to begin work seven (7) 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: \$6,625. 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

EXCLUSIVE EXTERIORS

By \_\_\_\_\_  
Rory Merrill  
Contractor's License Number: 667484

**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 \_\_\_\_\_

# STAFF REPORT



DATE: 1-10-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: DISCUSS THE POSSIBLE PURCHASE OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT PROPERTY AT 5148 MAIN AVENUE**

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## **RECOMMENDATION**

Discuss the possible purchase of the Sacramento Metropolitan Fire District Surplus Property located at 5148 Main Avenue in Orangevale.

## **BACKGROUND**

The Sacramento Metro Fire District declared the property surplus and advertised the sale of the property in August of 2018. The Board requested the staff investigate the property for potential purchase and use by the Orangevale Recreation & Park District at the November 2018 Board of Directors meeting.

The property has appraised for \$80,000. The Fire District has not operated this station for approximately 10 years. It was vacant for two years and then the Bureau of Land Management rented the facility for approximately four years and most recently, the building has been vacant for approximately four years. The total property is in three parcels zoned "Recreation" totaling 7.37 acres of land with a 2,085 square foot building. The structure was built in 1977. There is electrical and water to the building but no natural gas. The tile roof is original from 1977 and appears to be in good condition. There is a gravel area for parking that could accommodate approximately ten vehicles. The land area outside the structure and parking area is virtually unusable as it is on a very steep grade that serves as a drainage corridor.

The structure has one large bay that was used for housing fire vehicles and equipment. The interior has a small kitchen and front room area (about the size of our CC classroom), restroom and two more small office type rooms. If the bays were renovated to be a large activity area with heating and air conditioning, the room would be serviceable for large class activities and rentals for up to 50 people. The current air conditioner and heating units appear to be approximately 10 years old upon visual observation.

The District would have monthly fixed costs for water, sewer, electrical, and phone/internet of approximately \$400 per month. Custodial service with supplies would run between \$1,500 - \$2,500 per month depending on service needs. Additionally, maintenance would be required at least twice per year on the remaining acreage in the approximate amount of \$3,000.

Due to the location of the facility in the southeastern portion of the District and the uncertainty of programming options it has been a challenge to estimate potential revenue associated with class offerings or facility rentals. The best-case scenario would be that we

could cover our fixed costs and provide additional programming opportunities in an underserved portion of the District.

**RECOMMENDED MOTION**

I move we approve further investigation into the purchase of the Sacramento Metropolitan Fire District Surplus Property located at 5148 Main Avenue in Orangevale and call a special meeting to discuss this item further on Thursday, January 31<sup>st</sup>.