

**NORTH HIGHLANDS RECREATION AND PARK DISTRICT
REGULAR MEETING**

Regular Meeting of the Board of Directors
September 12, 2024, 6:30 p.m. – District Office – Regular Meeting
6040-Watt Avenue, North Highlands, Ca 95660
Phone: (916) 332-7440
WWW.NHRPD.ORG

1. CALL MEETING TO ORDER

2. COMMENTS AND REPORTS FROM CITIZENS AND ORGANIZATIONS

Matters under the jurisdiction of the Board of Directors, and not on the posted agenda, may be addressed by the general public at this time. The public may address the Board on each agenda item during the Board's consideration of the item. In order to speak, the speaker must complete and submit a public comment card. The cards are available on a table to the rear of the Boardroom. The card should be handed to the Secretary of the Board. The Chairperson of the Board may use his or her discretion in waiving this policy. The Board of Directors limits testimony on matters not on the agenda to three minutes per person and not more than fifteen minutes for a particular subject. Except for public hearings, comments from the public shall not be received until after completion of Board Discussion and deliberation, and just before final action or completion of the agenda item. The Board of Directors cannot take action on any unscheduled matter.

3. ADMINISTRATOR'S REPORT

- A. Administrator's Report
 - Introduction – Sarah Mayberry
 - Karen Folsom, O'Dell Engineering: Sierra Creek Updates and Status Presentation
- B. Park and Facility Maintenance Report
- C. Recreation Report

4. CORRESPONDENCE

- A. Letter dated September 4, 2023, from CAPRI Executive Director Matthew Duarte re; 2024 CAPRI Board of Directors Election – Call for Nominations. (Information only)

5. REPORTS FROM STANDING COMMITTEES:

Budget, Finance & Audit: Chairperson Veya Cummings; Members Patrick Williams
Facility Development: Chairperson Beau Reynolds; Member Joanna McVay
Personnel and Policy: Chairperson Joanna McVay; Member Beau Reynolds
Programs, Fees, and Charges: Chairperson Patrick Williams; Member Veya Cummings

6. CONSENT CALENDAR

- A. Approval August 8, 2024, minutes
- B. Approval of payment of the bills for the General Fund and CFD for the month of August 2024.

7. **UNFINISHED BUSINESS**

None

8. **NEW BUSINESS**

A. Resolution #640 - Statewide Community Infrastructure Program (SCIP)
Board discussion/action to consider approving Resolution #640 for SCIP.

B. Ridgepoint Joint Use Agreement
Board discussion/action to approve Ridgepoint Joint Use Agreement.

9. **CHAIRPERSON'S REPORT**

10. **COMMENT'S FROM BOARD MEMBERS**

11. **RECESS**

12. **CLOSED SESSION**

A. Closed Session for Public Employee Appointment – District Legal Counsel (California Government Code § 54957(b)(1)).
Board discussion/action of Employee Appointment.

B. Closed Session for Public Employee Performance Evaluation of the Administrator. (California Government Code § 54957(b)(1)).
Board discussion/action of District Administrator's Employee Performance Evaluation.

13. **ADJOURNMENT**

14. **DATE, TIME, AND PLACE OF NEXT MEETING**

The next regular meeting of the Board of Directors will be on October 10, 2024, at 6:30 p.m. in the North Highlands Recreation Center, 6040-Watt Avenue, North Highlands, CA

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability related modification or accommodation to participate in this meeting, please contact the North Highlands Recreation and Park District Office at (916) 332-7440. Requests must be made as early as possible and at least one full business day before the start of the meeting.

NORTH HIGHLANDS RECREATION AND PARK DISTRICT

BOARD AGENDA

To: Scott Graham, Administrator

From: Kurtis Secor, Parks and Facilities Superintendent

Date: September 12, 2024

Subject: Parks/Facilities Report

PARK MAINTENANCE UPDATE:

Staff Completed the following:

- Repaired outlets for Freedom Stage
- Fixed three 6" main line irrigation leaks at Freedom Park
- Completed the Bureau of Automotive Repair smog check submission form
- Stained new picnic tables at Capehart
- Created monitor checklist for Capehart Gym
- Mowed all parks at least twice
- Edged all parks once
- Completed 3 HVAC unit installs on Community Center
- Trimmed bushes at Freedom and Capehart
- Fixed sunshade above Capehart picnic area
- Moved equipment for Recreation Team
- Created Park Amenities list for Recreation Team
- Replaced tire for dump trailer
- Sealed the Rainbow Row at Karl Rosario Park
- Washed and cleaned Karl mural twice
- Fixed irrigation issue at Ruth Inman Park. Someone turned off the water to the smaller side of the park
- Removed large down tree branch at Ridgepoint Park
- Removed neighbors down trees from inside of Planehaven Park
- Fixed wiring issue with irrigation at Freedom Park
- Created Map of irrigation zones at Ridgepoint. Needed to be done since Twin rivers School District cut all our lines for fence install.
- Changed air filter for van and replaced mass airflow sensor
- Replaced tire for 2017 Ford
- Delivered old water bills for Miss Terri
- Replaced broken irrigation valve Ridgepoint Park
- Replaced blades for the Toro mower
- Installed banner at Karl Rosario Park then moved it to Brock for Recreation Team
- Power washed Freedom gazebos and splash pad filter
- Disinfected splash pad
- Sprayed Freedom, Planehaven, Ruth Inman, Larchmont, Brock, Cherry
- Repaired broken 2" irrigation line at Larchmont Park
- Filled horse shoe pits at Freedom with sand and painted the back stops and landing area
- Repaired 2" irrigation line at Freedom Park

- Helped Recreation Team with Paint the Park at Planehaven
- Replaced ball joints and swing arm for 06 Ford Ranger front tires

FACILITY MAINTENANCE UPDATE:

Staff completed the following:

- Installed new door stop for Community Center Janitor Closet
- Installed 2 new high efficiency toilets in the Recreation Center.
- Power washed the Freedom bathrooms
- Removed backup of Freedom bathrooms.
- Swapped out 20 new rectangle tables in Community and Recreation Centers
- Replaced locks for the Brock Park concession stand
- Installed new recycling stations in the Community and Recreation Centers
- Installed security door on new maintenance shed at the shop
- Stained the exterior of the new maintenance shed at shop

INCIDENT/ACCIDENT REPORT UPDATE:

- On August 19 staff found that the bathrooms at Freedom Park were backed up. WE tried to remove the clog with our own snake and was unsuccessful. We then called Rapid First Plumbing to help with the issue, and we found after Rapid First used a camera in the line that there was concrete inside the pipe near the exit to the sewer and it was causing the clog. We then asked how it got in there and the technician explained someone probably flushed some down the toilet. Rapid First was able to clear the clog and get the pipe flowing but there is still some residual concrete stuck to the inside of the pipe.
- On August 20 a group of individuals tagged all over the Freedom Park bathroom exterior with gang affiliated tagging and curse words. We did get picture of the individuals that caused this and sent it to Knight Watch Security Company for them to Follow up.
- On August 25 Staff found the new kiosk at Cherry Blossom Park had been broken and thrown on the ground. The post had been partially removed from the ground and part of the concrete footing was broken.

PARK AND FACILITIES PROJECT PHOTOS:

Freedom Horse Shoe Pits



Freedom Leaks



Ridgepoint Valve Replacement



Larchmont Leak Repair



Capehart Sun Shade

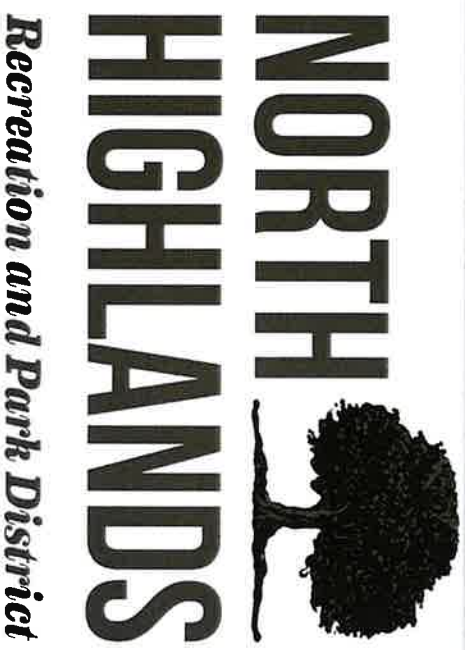


Capehart Bush Trimming



New Recycling Stations





Security Review

September 6, 2024





Agenda – August 2024 Security Update

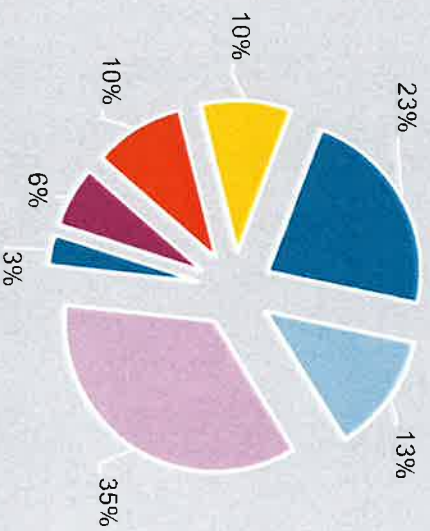
01. Activities

02. Locations





Activities

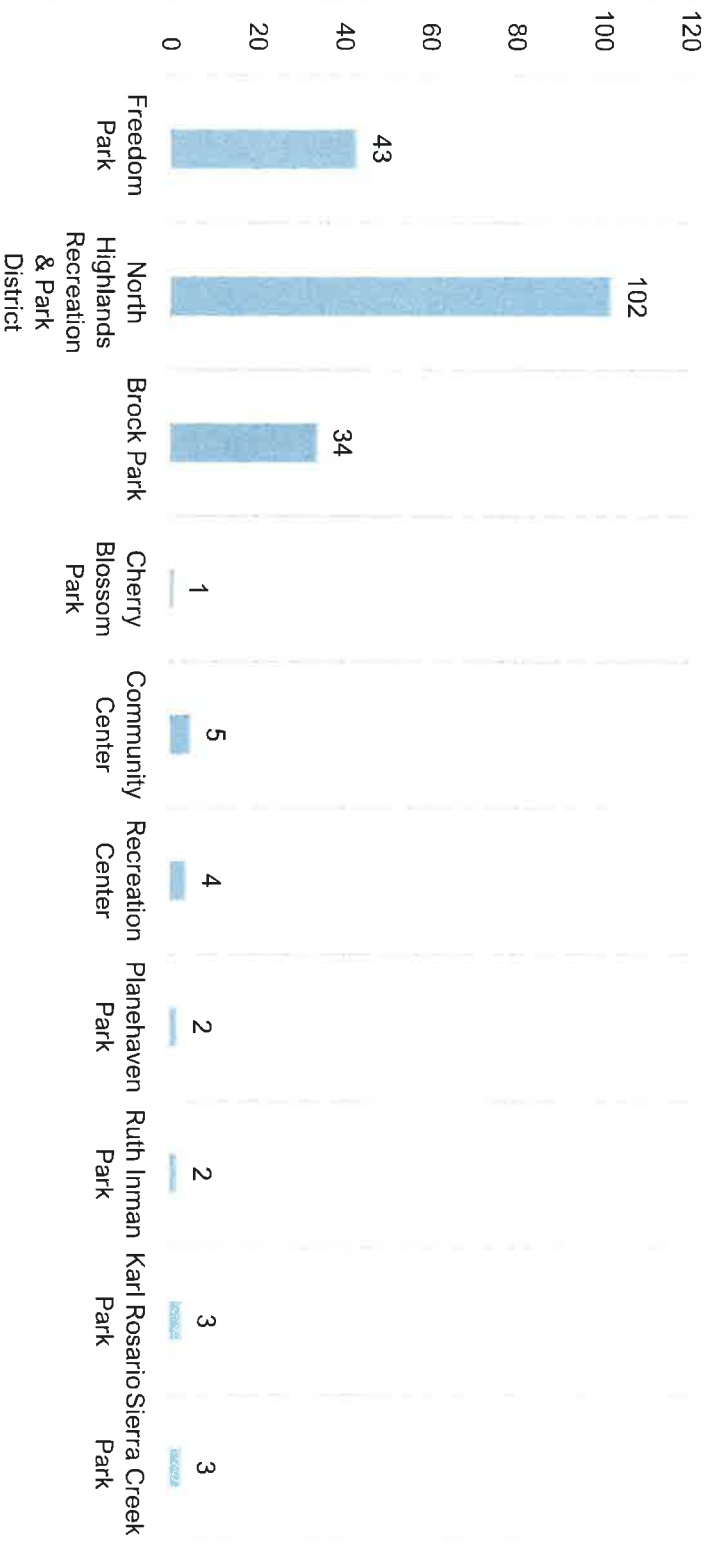


- Parking Violation
- Homeless/Vagrant
- 602 Issued
- 602 Verbal
- Illegal Camping
- Suspicious Activity
- Trespassing





Locations



NORTH HIGHLANDS RECREATION AND PARK DISTRICT

BOARD AGENDA

TO: Scott Graham, Administrator
FROM: Rachel Robertson, Recreation Superintendent
DATE: September 12, 2024
SUBJECT: Recreation Division Report

Toddler/Youth/Teen Programs

- Pee Wee Soccer participants learned the fundamental of soccer skills through drills and games. Participants receive a certificate at the end of the program. 21 participants (10 TRUSD, 11 paid).
- Dance with Stacie Ford (contractor) held its final session for summer. Stacie leads participants through learning new steps, forms, and techniques.
 - Youth Fuzecraze – 12 participants (10 TRUSD, 2 paid).
 - Teen Fuzecraze - 12 participants (10 TRUSD, 1 paid).
- Youth Cooking (session 3) participants made peanut butter banana oat bars and fruit pizza. 12 participants (10 TRUSD, 2 paid).
- Teen Cooking (session 3) participants made cheesy breads and fruit rice roll ups. 10 participants (10 TRUSD, 0 paid).
- Teen Nerf Nites program concluded in early August. Participants played nerf wars games and were provided pizza and drinks for dinner. 15 participants (10 TRUSD, 5 paid).
- Teen 3x3 Basketball League program concluded in early August. Team Ke'Mar won! 23 participants (10 TRUSD, 13 paid).

Dragon's Den

- The first day of Dragon's Den was on August 7th. The program has expanded to 72 students and now serves TK all the way through 6th grade.
- Our first club of the Dragon's Den program was our planning club. This club allows the students to plan the bi-monthly family nights that we host at the program. This club is in effort to give our students more voice, which is an objective of the Dragon's Den staff this year.
- The first family night of the year was on August 30th. Students decided a game night theme and made flyers to advertise it to their families. They planned multiple types of games including board games, video games and snacks!

Adult Programs

- Adult Pickleball (session 3) began in early August. 3 participants.

Senior Programs

Bingo

- Bingo averaged 29 participants.

Harvesttime

- Harvesttime averaged 18 participants.
 - August 29 – Luau Day with Hawaiian themed food, games, and decorations.

Senior Movies

- The August movie was Boys in the Boat.
 - Senior movie had 8 participants.

Senior Appreciation Brunch

- Staff provided free breakfast including pancakes, sausage, bacon, fruit, and coffee and orange juice. Smedley Medicare and Sacramento County Department of Child, Family and Adult Services attended as community resources. At the conclusion of the brunch, Sac County conducted a focus group for any interested seniors to participate in their Local Aging and Disability-Friendly Action Plan
 - 30 participants

Rentals

- Capehart Gym: 14 (8 NR, 6 R)
- Community Center: 3 (0 NR, 3 R)
- Freedom Park: 9 (7 NR, 1 R)
- Recreation Center: 0 (0 NR, 0 R)
- Ridgepoint Gym: 2 (2 NR, 0 R)
- Birthday Parties: 1 (1 NR, 0 R)

Special Events

- In celebration of our first community mural in North Highlands, staff hosted an **Art in the Park** event at Karl Rosario Park on August 13th.
 - Residents of North Highlands had the opportunity to leave an everlasting mark on the mural by putting their handprint on the side of the murals that were turned into flowers to match the rest of the mural. People of all ages came out to be a part of the experience including newborns and dogs!
 - Staff launched “Art Van-Go” at the event. Our old NHRPD van has turned into an art piece on the go where members of the public could draw on the van and we hosted painting class in the park out of the van.
 - This event also included live music, local artisans, a food truck, Sunshine Family Bookmobile, and a craft
 - We estimated that over 150 people attended the event.
 - Thank you Parks team for your support day of!

Paint The Parks

- The second Paint the Parks project has been completed at Planehaven Park! Staff and volunteers gathered to paint the park sign, trash cans and picnic benches to match the new playground that will be installed later this year. The theme was geometric and included the colors green, purple and blue.
- Thank you to Visions Quality Coatings for donating 15 gallons of paint.

Mural Project at Freedom Park

- NHRPD commissioned another mural for one of our parks at Freedom Park!
- The mural will be finalized during the Celebrate North Highlands event where the artist will be doing a “live mural”. Following, the community is invited to put a star on the wall in the North Highlands constellation.



Scholarships

- 0 scholarships awarded for the month of August.
- \$3,945.00 was allocated for FY 2024-25.
 - \$3,823.00 remains in the account.
- Staff continues to market the opportunity through the Recreation Guide, the sign board, social media, on the gym bulletin board, website, and at resource fairs.

Marketing

- The monthly August newsletter went out on 8/1.
 - 12 new subscribers
 - 43,617 site views
 - Top 3 pages viewed: Calendar, Community Events, Freedom Park
- Staff launched Fall programs on 8/1
 - Postcards mailed to all NHRPD residents and businesses. QR code on postcard translates to Spanish.
 - English and Spanish Recreation Guide posted online, printed English versions are available at the office and distributed at events.
 - All flyers have a Spanish version.
 - Park Kiosks were updated with Fall information.

Community Resources

- Supervisor Sue Frost held a community meeting in the Recreation Center – 8/5
- Sacramento County Vaccine Clinic held a vaccine clinic in the Community Center – 8/6, 8/20
- The Celebrate North Highlands and Supervisor Sue Frost roundtable and subcommittee meetings with local community leaders and business owners was held in the Recreation Center
 - Staff members Scott, Rachel, and Kayla attended the meeting.
 - NHRPD has supported multiple committee meetings for the Celebrate North Highlands event.
- State Parks held a State Wide Comprehensive Outdoor Recreation Plan in the Recreation Center – 8/26

- CPAC held their monthly meeting in the Recreation Center – 8/27

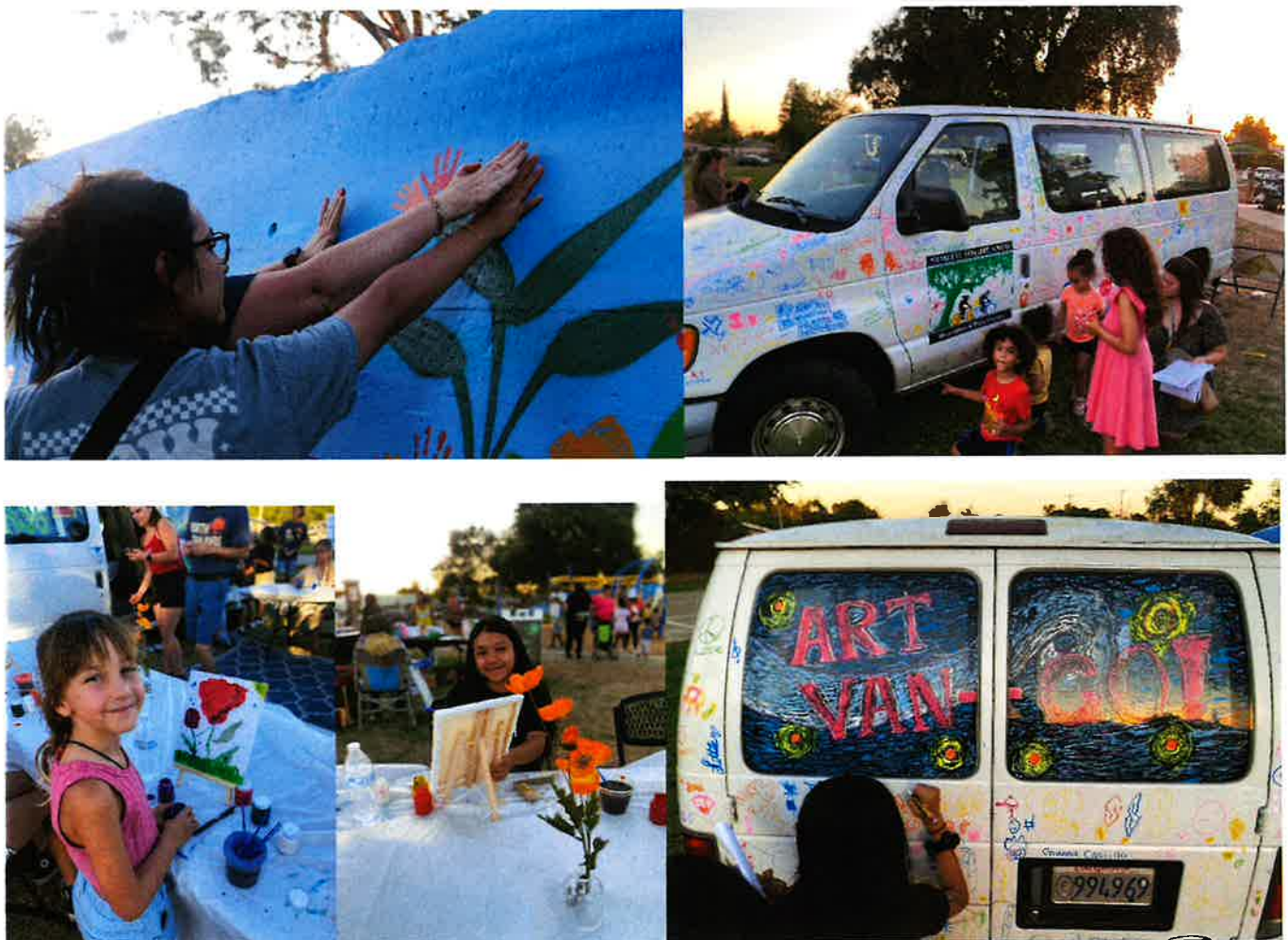
Miscellaneous Updates

- Staff member Rachel and Kayla attended the North Watt Business Watch meeting – 8/12.
- Staff members Rachel and Kayla attended the promotional press with FOX40 for Celebrate North Highlands – 8/13
- Staff attended multiple community events in August
 - National Night Out – 8/6
 - Backpack Extravaganza – 8/10
 - Kohler Back To School Block Party – 8/16
 - Community Free Sale – 8/25

Dragon's Den



Art In The Park



Paint The Parks

Paint the Parks Project #2

Planehaven Park



Before

After

Cooking



2024 CAPRI Board of Directors Election - Call for Nominations

Every even-numbered year, an election is held for select positions on the CAPRI Board of Directors. Of course, that means that 2024 is an election year.

The Board of Directors are responsible for the governance of CAPRI and its Workers' Compensation and General Liability and Property programs. This includes guidance and oversight over each respective self-insurance pool including risk control, claims handling, and investment management. Consistent with CAPRI's Bylaws, the CAPRI Board of Directors has called for this year's election to be held on November 5, 2024. The two seats up for election this year are "At Large".

About the Board - The CAPRI Board of Directors meets between 4-6 times per year depending upon the needs of the organization. While Board Members do not receive a stipend for their participation, travel expenses for Board of Directors meetings are reimbursed by CAPRI.

Eligibility - To be eligible to serve on the CAPRI Board of Directors in the "At Large" position, you must either be a management employee of a member agency or a Board Member for a member agency.

Call for Nominations - All qualified and interested individuals willing to serve should send a *letter of interest* to CAPRI outlining their interest and qualifications to serve on the CAPRI Board of Directors. The letter of interest must be received by October 4, 2024 to be considered for nomination and placement on the ballot. Please send your letter to CAPRI through either of the following means:

Via Mail:

CAPRI
1075 Creekside Ridge Dr.
Suite 240
Roseville, CA 95678

Via Email:

mduarte@capri-jpa.org

Election Timeline - At the close of the nomination period, the Ballot will be finalized and sent out to the membership along with each candidate's Letter of Interest. The Election process will proceed as follows:

Action:	Date:
Notice/Call for Nominations	09/04/24
Nominations must be received	10/04/24
Ballots mailed to Districts	10/07/24
ELECTION (Ballot must be in)	11/01/24

If you have any questions or comments on this or anything related to CAPRI, please contact Executive Director Matthew Duarte at mduarte@capri-jpa.org. Thank you!

NORTH HIGHLANDS RECREATION AND PARK DISTRICT

BOARD MEETING MINUTES

REGULAR MEETING OF THE BOARD OF DIRECTORS

Date: August 8, 2024

Time: 6:30 p.m. – Regular Meeting

Place: North Highlands District Offices (6040-Watt Avenue, North Highlands, CA)

Member Present: Crystal Harding, Joanna McVay, Patrick Williams

Members Absent: Beau Reynolds, Veya Cummings

Staff Present: Scott Graham, Administrator
Rachel Robertson, Recreation Superintendent
Kurtis Secor, Park Superintendent
Terri Smith, Administrative Service Manager
Evonne Luu, Recreation Specialist

Guests Present: Mike Whipple, Development & Financial Advisory
James Hamill (via Zoom), California Statewide Communities Development Authority

CALL MEETING TO ORDER:

Chairperson Harding called the meeting to order at 6:34 p.m.

COMMENTS AND REPORTS FROM STANDING CITIZENS AND ORGANIZATIONS

None

ADMINISTRATOR'S REPORT:

Oral Report by Administrator Scott Graham with questions and comments from the Board:

- Scott introduces Mike Whipple from Development and Financial Advisory and his counterpart via ZOOM James Hamill who will be giving a presentation on Statewide Community Infrastructure Program (SCIP).
- Mike discussed what SCIP does with questions and comments from the Board
 - Assist in infrastructure finance offered through the California Statewide Communities Development Authority (CSCDA) which can be used by developers to finance public infrastructure, facilities, and impact fees.
 - Accelerate the impact fees collection for public agencies like KB homes The Lakes of Antelope.
 - Would be able to collect two half million dollars between December 2024 and December 2025. This would be fully funded by December 2025 instead of 2027.
 - He stated that he is here to have the District look at the program which is a no cost proposition to the District.

Mike turned it over to James who will go into specific aspects of the SCIP program and what it could do to benefit NHRPD.

- James stated that he is with California Statewide Communities Development Authority (CSCDA)

- They do three bond issues a year (Spring, Fall and End of the Year).
- They pool projects from the across the state to really bring economies of scale.
- The benefit to the District is staff time is minimal as term to our participation.
- They handle everything from District formation to issuing the bonds and to any ongoing compliance.
- Financing as small as \$500,000, up to \$5,000,000
- They do the formation, issuance, and post-sale Administration.
- He stated that there are two steps for the District
 - Would have to become a member of CSCDA (no cost to be a member)
 - Adopted a Resolution opting into the SCIP program.
 - CSCDA provides all the documentation (SCIP packet)
 - Issue Bonds
 - Administering the District
 - Entitlements
 - Payment of Fees or Completion of Improvements
 - Bond Payments (Investor Risk)
- Scott went over his California States Parks and Recreation – Statewide Comprehensive Outdoor Recreation Plan (SCORP) Public Focus Group flyer.

Superintendent Kurtis Secor presented his division report with questions and comments from the Board

Oral Report by Recreation Superintendent Rachel Robertson with question and comments from the Board:

- Rachel wanted to thank Raising Canes for passing our free iced tea and lemonade at the Summer Extravaganza event.
- She wanted to thank Supervisor Sue Frosts office for donating River Cats Tickets to our social media give away.
- She thanked Home Depot for donating six (6) gallons of paint for the next Paint the Parks event.
- She also thanked Pat Williams for his monetary donation.
- Reached out to Streamline, who handles our web site. They stated that every click counts as a view. The top three views for July are our home page, calendar, and Gotbuckets Basketball Camp.

CORRESPONDENCE:

None

REPORTS FROM STANDING COMMITTEES:

The chairperson stated that there will be a Personnel and Policy Committee meeting tomorrow, Friday August 9, 2024, at 3:00 pm here in the Recreation Center.

CONSENT CALENDAR

8/1/24

Motion by Board Member Williams, seconded by Board Member McVay to approve the Minutes of the Regular Meeting of July 11, 2024, with the correction stated by Board Member Harding to Scott before the meeting and Payment of the bills for the General Fund and CFC for the month of July 2024 with Board Member McVay asking to have the revenue report research for an error under ice skating.

AYES: Harding, McVay, Williams
 NOES: -0-
 ABSTAIN: -0-
 ABSENT: Reynolds, Cummings

UNFINISHED BUSINESS

- A. Letter to Sacramento County regarding the North Watt Corridor Project
Chairperson Harding wanted to thank Board Member McVay who took the initiative in drafting the letter and collecting signatures.
- Put the final letter on District letter head
 - Have board members to sign
 - Attach the petition signatures
 - Send to all five Board of Supervisors

NEW BUSINESS

- A. Miracle Playground Design Options: Park Superintendent
Park Superintendent Secor went over the Planehaven Park design options that board members chose with questions and comments from the board.
- B. Resolution #637 – Approval of the Fiscal Year 2024/2025 General Fund Final Budget
Administrator Graham went over significant changes from the preliminary budget to the Final Budget in the amount of \$6,089,841.

8/2/24

Motion by Board Member Williams, seconded by Board Member Harding to approve Resolution #637 for the General Fund Fiscal Year 2024/2025 Final Budget

AYES: Harding, Williams
NOES: McVay
ABSTAIN: -0-
ABSENT: Reynolds, Cummings

- C. Resolution #638 – Approval of the Fiscal Year 2024/2025 Appropriations Limit Schedule

8/3/2024

Motion by Board Member McVay and seconded by Board Member Williams to approve Resolution #638, Appropriations Limit Schedule for Fiscal Year 2024/2025.

AYES: Harding, McVay, Williams
NOES: -0-
ABSTAIN: -0-
ABSENT: Reynolds, Cummings

- D. Resolution #639 – Approval of the Fiscal Year 2024/2025 Final Budget for North Highlands Recreation and Park District Community Facility District No. 2016-01 Elverta Park

8/4/2024

Motion by Board Member McVay and seconded by Board Member Williams to approve Resolution #639, for the North Highlands Recreation and Park District Community Facility District No. 2016-01 Elverta Park Fiscal Year 2024/2025 Final Budget.

AYES: Harding, McVay, Williams
NOES: -0-
ABSTAIN: -0-
ABSENT: Reynolds, Cummings

CHAIRPERSON'S REPORT:

Chairperson Harding stated that she loves the Recreation commercial and cannot wait for the Maintenance commercial.

Chairperson Harding wanted to remind everyone that this is election season and the deadline for incumbents and new candidates is tomorrow.

COMMENTS FROM BOARD MEMBERS:

Board Member McVay stated that Personnel and Policy Committee meets tomorrow from 3:00 pm to 4:00 pm.

Board Member McVay stated that entertainment committee for Celebrating North Highlands meets tomorrow from 12:00 pm to 1:00pm.

RECESS

Chairperson Harding called a recess before going into a closed session,

CLOSED SESSION

Chairperson Harding called the close session meeting to order at 6:32 p.m.

- A. Closed Session for Public Employee Performance Evaluation of the Administrator. (California Government Code § 54957(b)(1)).
The Board conducted District Administrator Graham’s annual performance evaluation.

No action was taken by the Board at this time, will bring it back at the September 12 board meeting in a closed session.

ADJOURNMENT

Chairperson Harding adjourned the Regular Board Meeting at 9:17 p.m.

DATE, TIME, AND PLACE OF MEETING

The next regular meeting of the Board of Directors will be on September 12, 2024, at 6:30 p.m. in the North Highlands Recreation Center, 6040-Watt Avenue, North Highlands, CA.

Signature

Signature

NORTH HIGHLANDS RECREATION & PARK DISTRICT
BILLING REPORT SEPTEMBER 2024
(Bills paid in August 2024)

<u>CODE</u>	<u>CLASSIF.</u>	<u>VENDOR</u>	<u>EXPLANATION</u>	<u>AMOUNT</u>
	<u>BENEFITS</u>			
1210	Retirement	Voya	Aug-24	\$ -
1230	Insurance	California Choice	Sep-24	\$ 12,900.56
1230	" " "	CoPower	Sep-24	\$ 1,282.50
1240	Workers' Comp	CAPRI	2nd Quarter	\$ -
	Total			14,183.06

SERVICES & SUPPLIES

2029	Bus/Conf Exp	USBank	Conferences	\$ 1,165.77
2039	Empl Trans	Kersevan, Chirs	June 2024 Mileage	\$ 35.64
2039	" " "	Luu, Evonne	June 2024 Mileage	\$ 16.01
2039	" " "	Mayberry, Sarah	June 2024 Mileage	\$ 62.58
2039	" " "	Murray, Rachel	June 2024 Mileage	\$ 27.00
2039	" " "	Thayer, Kayla	June 2024 Mileage	\$ 72.63
2076	Office Sup	Caltronics	copies	\$ 192.76
2076	" " "	Walkers Express	Supplies	\$ 87.03
2076	" " "	Walkers Express	Supplies	\$ 39.37
2076	" " "	Walkers Express	Supplies	\$ 64.85
2076	" " "	Walkers Express	Supplies	\$ 93.20
2076	" " "	USBank	Walmart,Amazon(OfficeSupplies)	\$ 509.17
2076	" " "	Home Depot	Supplies	\$ 140.01
2085	Printing	USBank	Dazzle (Brochure)	\$ 811.71
2111	Bldg Maint. Services	USBank	J&J Lock Smith	\$ 53.88
2111	" " "	Stice Lock	Brock Park	\$ 303.89
2112	Bldg Maint. Supplies	Home Depot	Supplies	\$ 93.11
2112	" " "	Home Depot	Reim	\$ (43.04)
2112	" " "	Home Depot	Supplies	\$ 271.56
2112	" " "	Home Depot	Supplies	\$ 65.71
2112	" " "	Home Depot	Supplies	\$ 255.82
2142	Land Imp Sup	Rapid First	Video Inspection	\$ 1,354.00
2168	Plumbing	USBank	AtoyacMeatMarket (Maintenance)	\$ 14.07
2168	" " "	Sprinkler Service	Parts	\$ 2,106.32
2191	Electric	SMUD	3548415 3244 Freedom Park	\$ 189.08
2191	" " "	SMUD	7000000346 District	\$ 3,820.29
2191	" " "	SMUD	2919472 Rec/Dudley BLDG 1472	\$ 125.98
2191	" " "	SMUD	2733018 Aztec	\$ 2,499.73
2192	Nat'l Gas	PG&E	8802679102-5 3829 Stephen Drive	\$ -
2192	" " "	PG&E	2198624112-9 7916 Aztec BLDG 518	\$ 34.47
2192	" " "	PG&E	0593497194-5 7916 Aztec BLDG 5360	\$ 8.60
2193	Refuse	Republic Service	3929 Karl, 7916 Aztec Way, 6040 Watt	\$ 534.44
2193	" " "	Public Works	July's Dump	\$ 101.25
2195	Sewage	Sac Utilities	2802 Perrin	\$ -
2195	" " "	Sac Utilities	3843 Bainbridge	\$ 126.70
2195	" " "	Sac Utilities	3911 Blackfield Dr.	\$ -
2195	Sewage	Sac Utilities	3929 Karl Dr.	\$ -
2195	" " "	Sac Utilities	6040 Watt	\$ 365.14
2195	" " "	Sac Utilities	3721 Navaho Dr.	\$ 711.29

NORTH HIGHLANDS RECREATION & PARK DISTRICT
BILLING REPORT SEPTEMBER 2024
(Bills paid in August 2024)

<u>CODE</u>	<u>CLASSIF.</u>	<u>VENDOR</u>	<u>EXPLANATION</u>		<u>AMOUNT</u>
2197	Tele & Teleg	Comcast	Service - Shop	\$	-
2197	" " "	Comcast	Service - District	\$	543.52
2197	" " "	USBank	T-Mobile (Rec Cell Phone)	\$	131.57
2197	" " "	Telepacific	Service	\$	1,007.13
			Memorial, Larchmont, Brock #1, Brock #2, Navaho Bldg 518, Navaho bldg 539, Navaho/chip, Karl Dr., Strizek, Karl&Rosario, Planehaven, Wings Way, 6040		
2198	Water	Sac Suburban	Watt, Freedom	\$	13,623.52
2198	" " "	CA/American	Chardonnay	\$	2,885.27
2198	" " "	CA/American	Sierra	\$	2,213.77
2205	Auto Maint. Serv	O'Reilly Auto Parts	Parts	\$	38.76
2205	" " "	O'Reilly Auto Parts	Parts	\$	6.24
2205	" " "	O'Reilly Auto Parts	Parts	\$	183.16
2211	Constru. Equip. Serv	Turf Star	Blades	\$	52.59
2211	" " "	Turf Star	Blades	\$	52.59
2226	Expand Tools	Home Depot	Tools	\$	29.98
2226	" " "	Home Depot	Tools	\$	203.65
2226	" " "	Home Depot	Tools	\$	537.67
2261	Office Equip Maint.	NCS	Laptop	\$	1,684.63
2261	" " "	NCS	Montly Service	\$	242.00
2261	" " "	Pacific Office Automation	Yearly Mt. Service - Risograph	\$	533.36
2275	Rents & Leases	Cintas	Lease Service	\$	109.28
2275	" " "	DLL Financial	Copier	\$	203.95
2275	" " "	Alhambra	water	\$	184.61
2275	" " "	Avaya-CIT	Phone	\$	418.26
2275	" " "	Cintas	Lease Service	\$	109.28
2314	Clothing	American Logo	Dragon's Den shirts	\$	380.30
2322	Custodial Sup	Home Depot	Supplies	\$	41.06
2322	" " "	A1 Janitorial	Janitorial Supplies	\$	607.95
2322	" " "	A1 Janitorial	Janitorial Supplies	\$	196.95
2322	" " "	A1 Janitorial	Janitorial Supplies	\$	502.97
2322	" " "	Grainger	Janitorial Supplies	\$	732.76
			Dominoes, Walmart, Smart&Final, Amazon, DonutFair, PandaExpress, BelAir, Yardhours,		
2332	Food	USBank	PowerMart (Recreation, Summer, StaffMtg.)	\$	997.43
2332	" " "	Alhambra	Water	\$	300.00
2444	Medical	USBank	Amazone(Recreation)	\$	116.39
2531	Legal	Bart., Kron., Shan	July's 2024 Services	\$	782.13
2591	Other Prof Serv.	Tree Tech	Capehart - Navaho GoldenHills, Adobe, Microsoft, VistaPrint, WhenIWork, Amazon, Streamline (Service, programs, Recreation, Scheluler, Website)	\$	450.00
2591	" " "	USBank		\$	1,481.81
2591	" " "	DOJ	Maintenance Fingerprints	\$	32.00
2851	Recreation Service	Carter, Herman	Youth Basketball Camp	\$	1,837.50
2851	" " "	Evoke Arts	Art Project	\$	3,500.00
2851	" " "	Ford, Stacie	Youth Dance Instructor	\$	1,298.00
2851	" " "	Wright, Brittany	Summer Art NestDay-ence, Meta, SteveSeidel, Enchant parties, SacJump, AntelopeAquatics	\$	403.20
2851	Recreation Service	USBank	(Recreaation, Summer, Superheros)	\$	4,317.52
2851	" " "	Thayer, Kayla	Art in the Park	\$	60.00

NORTH HIGHLANDS RECREATION & PARK DISTRICT
BILLING REPORT SEPTEMBER 2024
(Bills paid in August 2024)

<u>CODE</u>	<u>CLASSIF.</u>	<u>VENDOR</u>	<u>EXPLANATION</u>	<u>AMOUNT</u>
2852	Recreation Sup	USBank	Walmart, Smart&Final, CrownAwards, Amazon(Cooking, Rec, Summer, Dragon's Den, ArtinPark, (Bank Fees/Bank Analysis Fees \$94.07/Active Fee \$195.87)	\$ 2,750.18
2898	Other Oper Exp	NHRPD - BANK FEES		\$ 289.94
2898	" " "	USBank	SacCounty(Parking)	\$ 9.25
	0550000	Home Depot	Paint the Parks	\$ 41.05
	TOTAL			\$ 62,433.20
 <u>FIXED ASSETS</u>				
4201	Building Improvement	Trinity Heating & Cooling	HVAC - CC	\$ 25,000.00
4202	Structures	O'Dell Engineering	Phase 5 Construction Documents	\$ 13,147.33
4303	Equipment	CH Mowers	Mower	\$ 12,258.77
4303	Equipment	USBank	Trailer Supplies	\$ 105.33
4303	Equipment	Mity Lite	Tables and Chairs	\$ 9,324.63
	TOTAL			\$ 59,836.06
 Total District Salaries (AUGUST 2 PAY DAY) \$ 104,166.16				
Total District EDD (AUGUST 2 PAY DAY) \$ 223.19				
Total District OASDI (AUGUST 2 PAY DAY) \$ 7,918.91				
				\$ 112,308.26
 DISTRICT TOTALS				 \$248,760.58
9429	Building Rentals	Jauregui, Monserrat	Cancel Building Rental	\$ 676.00
9646	Rec Fees & Charges	Morales, Ashlie	Vendor refund	\$ 50.00

BOARD MEMBER

BOARD MEMBER

BOARD MEMBER

	A	B	C	D	E	F	G	H	
1		NORTH HIGHLANDS RECREATION & PARK DISTRICT							
2		REVENUE REPORT - JULY 2024							
3									
4	CODE	CLASSIFICATION	BUDGET	MONTH'S	REF/REIM	TO DATE	UNREALIZED	PERCENT	
5	FACILITY RENTALS								
6	9429	Community Center	\$35,000.00	1,714.00	291.20	7,138.10	27,861.90		
7	9429	Recreation Center	\$5,000.00	0.00	0.00	0.00	5,000.00		
8	9429	TOTAL	\$40,000.00	1,714.00	291.20	7,138.10	32,861.90	18%	
9									
10	LEASED PROPERTY								
11	9690	Strizek Lease	\$0.00	2,332.13	0.00	6,872.72	-6,872.72		
12	9690	Capehart Lease - Day Care	\$0.00	3,193.00	0.00	6,386.00	-6,386.00		
13	9690	Freedom Park Lease - Softball	\$0.00	5,500.00	0.00	11,000.00	-11,000.00		
14	9690	Sierra Creek	\$0.00	5,500.00	0.00	5,500.00	-5,500.00		
15	9690	TOTAL	\$120,000.00	16,525.13	0.00	29,758.72	90,241.28	25%	
16									
17	REVENUE, OTHER								
18	9790	Antelope Little League	\$0.00	0.00	0.00	0.00	0.00		
19	9790	Bounce Check	\$0.00	40.00	0.00	40.00	-40.00		
20	9790	C.U.S.D. Reim Booster Conf.	\$0.00	0.00	0.00	0.00	0.00		
21	9790	Fulton El Camino Reim	\$0.00	778.23	0.00	778.23	778.23		
22	9790	NH Yth Soccer Club Team Fees	\$0.00	0.00	0.00	0.00	0.00		
23	9790	Per Capita Reim	\$0.00	0.00	0.00	40,992.00	40,992.00		
24	9790	Prop 68 Reim	\$0.00	22,917.00	0.00	22,917.00	22,917.00		
25	9790	Reim - CITI Home Depot	\$0.00	0.00	0.00	95.98	95.98		
26	9790	Reim - DLL Overpayment	\$0.00	0.00	0.00	186.27	-186.27		
27	9790	Reim Graham	\$0.00	14.99	0.00	32.81	-32.81		
28	9790	Reim SDFL Conference	\$0.00	0.00	0.00	775.00	-775.00		
29	9790	USBank Incentive	\$0.00	0.00	0.00	0.00	0.00		
30			\$587,187.00	23,750.22	0.00	65,817.29	521,369.71	11%	
31									
32	AQUATICS								
33	9646	Swim Lesson	\$8,640.00	0.00	0.00	0.00	8,640.00		
34	9646	Swim Team	\$0.00	0.00	0.00	0.00	0.00		
35		TOTAL	\$8,640.00	0.00	0.00	0.00	0.00	0%	
36									
37	DAY CARE PROGRAM								
38	9646	Dragon's Den	\$285,120.00	0.00	0.00	0.00	285,120.00		
39	9646	Dragon's Den Fall Camp	\$5,400.00	0.00	0.00	0.00	5,400.00		
40	9646	Dragon's Den Intersession Camp	\$8,784.00	0.00	0.00	0.00	8,784.00		
41	9646	Dragon's Den Spring Camp	\$8,784.00	0.00	0.00	0.00	8,784.00		
42	9646	Dragon's Den Summer Camp	\$26,352.00	0.00	0.00	0.00	26,352.00		
43	9646	Fall Break Camp	\$4,500.00	225.00	0.00	225.00	4,275.00		
44	9646	TRUSD Midweek Mindbuilders	\$0.00	0.00	0.00	4,856.66	-4,856.66		
45	9646	Spring Break Camp	\$7,320.00	0.00	0.00	0.00	7,320.00		
46	9646	Summer Kids Camp	\$47,520.00	0.00	0.00	5,097.00	42,423.00		
47	9646	Winter Camp	\$0.00	0.00	0.00	0.00	0.00		
48		TOTAL	\$393,780.00	225.00	0.00	\$10,178.66	383,601.34	3%	
49									
50	TODDLER PROGRAMS								
51	9646	Books and Bakes	\$0.00	0.00	0.00	1,373.67	-1,373.67		
52	9646	Princess & Pastries	\$0.00	0.00	0.00	190.00	-190.00		
53	9646	Tot Spot 2 day session	\$160.00	0.00	0.00	0.00	160.00		
54	9646	Tot Spot 3 Day session	\$720.00	0.00	0.00	0.00	720.00		
55		TOTAL	\$880.00	\$0.00	\$0.00	\$1,563.67	-683.67	178%	
56									
57	SPECIAL EVENTS								
58	9646	Arts and Air Crafts	\$0.00	0.00	0.00	0.00	0.00		
59	9646	Art in The Park Vendors	\$301.00	100.00	(50.00)	100.00	201.00		
60	9646	Breakfast with Santa	\$640.00	0.00	0.00	0.00	640.00		
61	9646	Craft Fair - Spring	\$1,500.00	0.00	0.00	0.00	1,500.00		
62	9646	Cupid Crew Dance	\$440.00	0.00	0.00	0.00	440.00		
63	9646	Fathers Day Nerf War Meal	\$100.00	0.00	0.00	0.00	100.00		
64	9646	Fathers Day Nerf War	\$320.00	0.00	0.00	0.00	320.00		
65	9646	Holiday Extrav. Ice Skating	\$80.00	0.00	0.00	0.00	80.00		
66	9646	Forrest of Lights	\$250.00	0.00	0.00	0.00	250.00		
67	9646	Gingerbread House	\$80.00	0.00	0.00	0.00	80.00		
68	9646	Halloween Extrav. Vendors	\$180.00	60.00	0.00	60.00	120.00		
69	9646	Holiday Party Vendor	\$180.00	0.00	0.00	0.00	180.00		
70	9646	Mothers Day KickBall	\$160.00	0.00	0.00	0.00	160.00		
71	9646	Spring Extra. Vendors	\$180.00	0.00	0.00	0.00	180.00		
72	9646	Summer Extrav. Vendors	\$180.00	0.00	0.00	90.00	90.00		
73	9646	Trivia Night - Fall	\$144.00	0.00	0.00	0.00	144.00		
74		TOTAL	\$4,735.00	160.00	(50.00)	250.00	4,485.00	5%	
75									
76									
77									
78									

	A	B	C	D	E	F	G	H
79	CODE	CLASSIFICATION	BUDGET	MONTH'S	REF/REIM	TO DATE	UNREALIZED	PERCENT
80	CONTRACT CLASSES							
81	9646	Counseling Services	\$640.00	0.00	0.00	0.00	640.00	
82	9646	Play Well TEK LEGO	\$700.00	0.00	0.00	0.00	700.00	
83	9646	Teen Dance	\$5,760.00	40.00	0.00	1,813.67	3,946.33	
84	9646	Teen Self-Esteem	\$0.00	40.00	0.00	40.00	-40.00	
85	9646	Youth Art Classes	\$480.00	0.00	0.00	0.00	480.00	
86	9646	Youth Dance	\$7,680.00	80.00	0.00	1,933.67	5,746.33	
87		TOTAL	\$15,260.00	160.00	0.00	3,787.34	11,472.66	0%
88								
89	TEENS							
90	9646	3x3BBall	\$1,480.00	0.00	0.00	1,373.67	106.33	
91	9646	Basketball Camp - Summer	\$1,875.00	0.00	0.00	0.00	1,875.00	
92	9646	Teen Camp	\$5,280.00	0.00	0.00	2,747.30	2,532.70	
93	9646	Teen Cooking	\$3,456.00	48.00	0.00	1,661.67	1,794.33	
94	9646	Teen Dodgeball	\$0.00	19.00	0.00	19.00	-19.00	
95	9646	Teen Nerf Night	\$0.00	0.00	0.00	1,411.67	-1,411.67	
96	9646	Teen Nights	\$1,216.00	0.00	0.00	0.00	1,216.00	
97	9646	Volleyball Skills & Drills	\$832.00	104.00	0.00	104.00	728.00	
98		TOTAL	\$14,139.00	171.00	0.00	7,317.31	6,821.69	52%
99								
100	GYM/PARK RENTALS							
101	9646	Birthday Parties	\$1,500.00	0.00	0.00	0.00	1,500.00	
102	9646	Gym Rental-Capehart/R.P.	\$20,625.00	2,090.00	0.00	4,895.00	15,730.00	
103	9646	Park Rentals	\$10,000.00	1,260.00	0.00	1,580.00	8,420.00	
104		TOTAL	\$32,125.00	3,350.00	0.00	6,475.00	25,650.00	20%
105								
106	YOUTH SPORTS							
107	9646	2nd-3rd Bball -Winter	\$3,330.00	0.00	0.00	0.00	3,330.00	
108	9646	4th-5th Bball -Winter	\$3,330.00	0.00	0.00	0.00	3,330.00	
109	9646	6th-7th Bball -Winter	\$3,330.00	0.00	0.00	0.00	3,330.00	
110	9646	Cheer	\$520.00	0.00	0.00	0.00	520.00	
111	9646	DodgeBall	\$825.00	0.00	0.00	550.00	275.00	
112	9646	Gotbuckets you Bball Camp	\$0.00	0.00	0.00	2,273.67	-2,273.67	
113	9646	Kickball	\$825.00	0.00	0.00	1,318.67	-493.67	
114	9646	Princess & Pastries	\$285.00	0.00	0.00	0.00	285.00	
115	9646	PW Basketball	\$780.00	0.00	0.00	0.00	780.00	
116	9646	PW Sports	\$1,620.00	36.00	0.00	1,769.67	-149.67	
117	9646	Superheros & Snacks	\$285.00	0.00	0.00	0.00	285.00	
118	9646	Workshop (Cooking, Misc.)	\$2,880.00	0.00	0.00	0.00	2,880.00	
119	9646	Youth Art Class	\$0.00	0.00	0.00	48.00	-48.00	
120	9646	Youth Cooking	\$3,456.00	24.00	0.00	1,685.67	1,770.33	
121		TOTAL	\$21,466.00	60.00	0.00	7,645.68	13,820.32	36%
122								
123	ADULT SPORTS							
124	9646	Art Class	\$0.00	0.00	0.00	0.00	0.00	
125	9646	Basketball Leauges	\$1,320.00	0.00	0.00	0.00	1,320.00	
126	9646	Cornhole	\$100.00	0.00	0.00	0.00	100.00	
127	9646	Per Player Sports League	\$520.00	0.00	0.00	0.00	520.00	
128	9646	Pickle Ball	\$1,200.00	30.00	0.00	70.00	1,130.00	
129	9646	Volleyball	\$3,040.00	760.00	0.00	760.00	2,280.00	
130		TOTAL	\$6,180.00	790.00	0.00	830.00	5,350.00	13%
131								
132	SENIORS							
133	9646	Field Trips	\$420.00	35.00	0.00	35.00	385.00	
134	9646	Paint Class	\$0.00	0.00	0.00	0.00	0.00	
135		TOTAL	\$420.00	\$35.00	\$0.00	\$35.00	385.00	8%
136								
137	TAXES							
138	9101	Prop Tax - Secured	\$1,750,000.00	0.00	0.00	0.00	1,750,000.00	
139	9102	Prop Tax - Unsec	\$62,000.00	0.00	0.00	0.00	62,000.00	
140	9103	Supp Prop Tax	\$55,000.00	0.00	0.00	0.00	55,000.00	
141	9104	Prop Tax Sec Delinquent	\$14,000.00	0.00	0.00	0.00	14,000.00	
142	9105	Prop Tax Supp Delinquent	\$4,000.00	0.00	0.00	0.00	4,000.00	
143	9106	Prop tax Unitary	\$12,000.00	0.00	0.00	0.00	12,000.00	
144	9120	Prop Tax Secured Redemp	\$0.00	0.00	0.00	0.00	0.00	
145	9130	Prop Tax - Prior Unsec	\$500.00	0.00	0.00	0.00	500.00	
146	9140	Prop Tax - Pently	\$250.00	0.00	0.00	0.00	250.00	
147	9196	RDA Residual	\$9,000.00	0.00	0.00	0.00	9,000.00	
148	9199	Taxes Other	\$0.00	0.00	0.00	0.00	0.00	
149		TOTAL	\$1,906,750.00	0.00	0.00	0.00	1,906,750.00	0%
150								
151	INTEREST INCOME							
152	9410	Interest Income	\$35,000.00	0.00	0.00	0.00	35,000.00	
153		TOTAL	\$35,000.00	0.00	0.00	0.00	35,000.00	0%
154								
155	USE OF MONEY/PROPERTY							
156	9522	Homeowner Prop Tax	\$13,000.00	0.00	0.00	0.00	13,000.00	

	A	B	C	D	E	F	G	H
157		TOTAL	\$13,000.00	0.00	0.00	0.00	13,000.00	0%
158								
159		IN LIEU TAX						
160	9529	In Lieu Tax	\$2,000,000.00	0.00	0.00	0.00	2,000,000.00	
161		TOTAL	\$2,000,000.00	0.00	0.00	0.00	2,000,000.00	0%
162								
163		MISC. Revenue						
164	9530	Misc. Revenue	\$0.00	0.00	0.00	0.00	0.00	
165		TOTAL	\$0.00	0.00	0.00	0.00	0.00	0%
166								
167		AID TO LOCAL GOVERNMENT						
168	9531	Aid to Local Government	\$0.00	0.00	0.00	0.00	0.00	
169		TOTAL	\$0.00	0.00	0.00	0.00	0.00	0%
170								
171		REDEVELOPMENT FUNDS						
172	9533	Redevelopment Passthru	\$11,500.00	0.00	0.00	0.00	11,500.00	
173		TOTAL	\$11,500.00	0.00	0.00	0.00	11,500.00	0%
174								
175	CODE	CLASSIFICATION	BUDGET	MONTH'S	REF/REIM	TO DATE	UNREALIZED	PERCENT
176	9429	Building Rental	\$40,000	1,714.00	291.20	7,138.10	32,861.90	18%
177	9646	Rec Fees & Charges	\$497,625	4,951.00	-50.00	34,455.32	463,169.68	7%
178	9100	Taxes	\$1,906,750	0.00	0.00	0.00	1,906,750.00	0%
179	9410	Interest Income	\$35,000	0.00	0.00	0.00	35,000.00	0%
180	9522	Homeowner Prop Tax	\$13,000	0.00	0.00	0.00	13,000.00	0%
181	9529	In Lieu Tax	\$2,000,000	0.00	0.00	0.00	2,000,000.00	0%
182	9530	Misc. Revenue	\$0	0.00	0.00	0.00	0.00	0%
183	9531	Aid to Local Government	\$0	0.00	0.00	0.00	0.00	0%
184	9533	Redevelopmnet Funds	\$11,500	0.00	0.00	0.00	11,500.00	0%
185	9690	Lease Property	\$120,000	16,525.13	0.00	29,758.72	90,241.28	25%
186	9790	Revenue Other	\$587,187	23,750.22	0.00	65,817.29	521,369.71	11%
187		TOTAL	\$5,211,062	46,940.35	241.20	137,169.43	5,073,892.57	3%
188								
189		GENERAL RESERVED FUND	\$0					
190		CARRY OVER	\$572,859	0.00	0.00	0.00	0.00	0%
191								
192		TOTAL BUDGET	\$5,783,921	46,940.35	241.20	\$137,169	5,646,751.57	2%
193								
194		Scholarship		0.00				
195		Donations/Sponsorship		0.00				
196		Field Deposit		0.00				
197		Bldg Deposit		1500.00				
198		Bldg Guards		370.00				
199				1870.00				
200								
201	2191	SMUD Reim - Something Extra		390.00				
202	2192	PG&E Reim - Something Extra		20.00				
203	2193	Republic Serv. Reim - Something		100.00				
204	2195	Sewage Reim - Something Extra		240.00				
205	2198	Water Reim - Something Extra		110.00				
206				860.00				
207								
208		Total Revenue		49,670.35				
209								
210		Scholarship	\$0.00	0.00	0.00	12,742.91	-12,742.91	
211		Donations/Sponsorship	\$0.00	0.00	0.00	3,284.25	-3,284.25	
212		055000000	\$0.00	1,870.00	0.00	32,618.48	-32,618.48	
213		Contingency	\$150,000.00	0.00	0.00	0.00	150,000.00	
214		Park Dedication Acct 088L	\$0.00	11,013.00	0.00	849,257.44	-849,257.44	
215		Park Fees 3461	\$0.00	88,104.00	139134.40	2,162,157.43	-2,162,157.43	
216		District Reserve Acct	\$0.00	0.00	0.00	2,160,216.00	-2,160,216.00	

	A	B	C	D	E	F	G
1	NORTH HIGHLANDS RECREATION & PARK DISTRICT						
2	EXPENDITURE REPORT - AUGUST 2024						
3							
4	CODE	CLASSIFICATION	BUDGET	MONTHS	EXPENDED	BALANCE	% EXPEND
5	ADMINISTRATION						
6	SALARIES & BENEFITS						
7	1110	Administrator-Scott	154,843	12,047.84	24,295.68	130,547.32	16%
8	1110	Administrative Srv. Mngr.	91,416	7,035.08	14,070.16	77,345.84	15%
9	1122	Administrator - Larry	547	0.00	547.28	-0.28	100%
10	1122	Board of Directors	9,371	446.25	997.50	8,373.50	11%
11		Sub-Total	256,177	19,529.17	39,910.62	216,266.38	16%
12	1210	Retirement	19,701	0.00	3,053.28	16,647.72	15%
13	1220	OASDI	19,598	1,450.31	2,965.89	16,632.11	15%
14	1230	Insurance	39,460	3,189.68	6,379.36	33,080.64	16%
15	1240	Worker's Comp.	2,679	0.00	483.20	2,195.80	18%
16	1250	Unemployment	509	0.00	0.00	509.00	0%
17		Sub-Total	81,946	4,639.99	12,881.73	69,065.27	16%
18		TOTAL	338,123	24,169.16	52,792.35	285,332.65	16%
19							
20	SERVICES & SUPPLIES						
21	2005	Ad/Leg	1,000	0.00	0.00	1,000.00	0%
22	2022	Bks/Subs	151	0.00	0.00	151.00	0%
23	2029	Bus Conf Exp	10,000	1,165.77	2,136.76	7,863.24	21%
24	2035	Educ/Trng	5,000	0.00	0.00	5,000.00	0%
25	2039	Empl Trans	2,000	0.00	0.00	2,000.00	0%
26	2051	Insurance	148,609	0.00	74,304.50	74,304.50	50%
27	2061	Memberships	13,000	0.00	3,805.00	9,195.00	29%
28	2076	Office Sups	12,000	794.09	2,142.99	9,857.01	18%
29	2081	Postage	2,000	0.00	0.00	2,000.00	0%
30	2085	Printing	700	0.00	0.00	700.00	0%
31	2197	Tele & Teleg	18,540	1,550.65	3,100.78	15,439.22	17%
32	2261	Office Equip Mtnc	7,000	2,459.99	2,863.62	4,136.38	41%
33	2275	Rents & Leases	9,777	3,326.21	3,948.42	5,828.58	40%
34	2332	Food Sups	2,500	155.59	170.65	2,329.35	7%
35	2444	Medical Supplies	500	0.00	0.00	500.00	0%
36	2505	Actg Svcs	36,400	0.00	0.00	36,400.00	0%
37	2531	Legal Svcs	10,000	782.13	1,502.13	8,497.87	15%
38	2591	Other Prof Svcs	16,700	329.99	757.40	15,942.60	5%
39	2813	Sales Tax Adjustment	0	0.00	0.00	0.00	0%
40	2819	Registration Service	51,309	0.00	0.00	51,309.00	0%
41	2880	PY Expenditure	0	0.00	0.00	0.00	0%
42	2898	Other Oper Exp	6,000	299.19	753.56	5,246.44	13%
43		TOTAL	353,186	10,863.61	95,485.81	257,700.19	27%
44							
45							
46	4202	Struct & Imp	2000000	13,147.33	37,557.42	1,962,442.58	2%
47	4303	Office Equipment	0	0.00	0.00	0	0%
48		TOTAL	2,000,000	13147.33	37,557.42	1,962,442.58	2%
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	A	B	C	D	E	F	G
58	CODE	CLASSIFICATION	BUDGET	MONTHS	EXPENDED	BALANCE	% EXPEND
59	RECREATION						
60	SALARIES & BENEFITS						
61	1110	Superintendent- Rachel	97,884	7,532.62	15,065.24	82,818.76	15%
62	1110	Supervisor-Kayla	80,435	5,962.46	11,924.92	68,510.08	15%
63	1110	Rec. Coordinator - Chris	60,722	4,502.16	9,004.32	51,717.68	15%
64	1110	Rec Coordinator - Luu	61,392	4,725.54	9,451.08	51,940.92	15%
65	1110	Rec Site Specialist-Sarah	48,864	3,761.84	7,523.68	41,340.32	15%
66	1122	Part Time	364,459	21,651.31	44,175.59	320,283.41	12%
67	1122	Part Time Ases	0	0.00	0.00	0.00	0%
68		Sub-Total	713,756	48,135.93	97,144.83	616,611.17	14%
69	1210	Retirement	27,944	0.00	3,635.64	24,308.36	13%
70	1220	OASDI	54,602	3,652.01	7,370.78	47,231.22	13%
71	1230	Insurance	38,414	3,805.95	6,320.90	32,093.10	16%
72	1240	Worker's Comp	10,810	0.00	1,953.54	8,856.46	18%
73	1250	Unemployment	13,981	207.64	462.34	13,518.66	3%
74		Sub-Total	145,751	7,665.60	19,743.20	126,007.80	14%
75		TOTAL	859,506	55,801.53	116,888.03	742,617.97	14%
76							
77	SERVICES & SUPPLIES						
78	2005	Ads/Leg Notice	0	0.00	0.00	0.00	0%
79	2022	Books/Subs	0	0.00	0.00	0.00	0%
80	2029	Business/Conf Exp	8,000	0.00	0.00	8,000.00	0%
81	2035	Educ/Trng	2,500	0.00	195.00	2,305.00	8%
82	2039	Empl Trans	2,000	213.86	368.83	1,631.17	18%
83	2061	Memberships	700	0.00	435.00	265.00	62%
84	2065	Film Svcs	0	0.00	0.00	0.00	0%
85	2076	Office Svcs	2,000	332.30	1,082.72	917.28	54%
86	2081	Postage	25,000	0.00	6,153.34	18,846.66	25%
87	2085	Printing	4,000	811.71	811.71	3,188.29	20%
88	2197	Tele & Teleg	1,680	131.57	131.57	1,548.43	0%
89	2275	Rents & Leases	2,500	0.00	0.00	2,500.00	0%
90	2314	Clothing	6,000	380.30	1,755.18	4,244.82	29%
91	2332	Food	12,500	1,141.84	2,287.76	10,212.24	18%
92	2444	Med Svcs	1,000	116.39	201.91	798.09	20%
93	2591	Other Prof Svcs	6,000	947.82	1,806.38	4,193.62	30%
94	2851	Rec Svcs	50,000	11,416.22	15,984.76	34,015.24	32%
95	2852	Rec Svcs	22,000	2,750.18	5,360.82	16,639.18	24%
96	2871	Transportation	3,300	0.00	2,158.75	1,141.25	65%
97	2898	Other Oper Exp	0	0.00	0.00	0.00	0%
98			149,180	18,242.19	38,733.73	110,446.27	26%
99							
100	4202	Struct & Imp	0	0.00	0.00	0.00	0%
101			0	0.00	0.00	0.00	0%
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115	CODE	CLASSIFICATION	BUDGET	MONTHS	EXPENDED	BALANCE	% EXPEND
116	MAINTENANCE						
117	SALARIES & BENEFITS						
118	1110	Superintendent-Kurtis	86,239	6,512.62	13,025.24	73,213.76	15%
119	1110	Supervisor - Sergio	81,324	6,258.74	12,517.48	68,806.52	15%
120	1110	Mtnc Worker II - Steve	61,085	4,613.84	9,099.02	51,985.98	15%
121	1110	Mtnc Wkr-Rodney	14,374	0.00	0.00	14,374.00	0%
122	1110	Mtnc Wkr-Schleeter	53,424	3,909.02	7,826.04	45,597.96	15%
123	1110	Mtnc Wkr-Barry	53,424	4,112.62	8,225.24	45,198.76	15%
124	1110	Mtnc Wkr-Simmons	53,424	4,112.62	8,225.24	45,198.76	15%
125	1110	Mtnc Wkr-Lee	47,005	3,557.84	7,115.68	39,889.32	15%
126	1122	PT Maintenance Wkr	10,000	0.00	0.00	10,000.00	0%
127	1122	Lead Facilities Monitor/Custodian	39,312	1,793.76	3,041.26	36,270.74	0%
128	1122	Weekday & Weekend Bldg Monitor	28,080	1,630.00	3,542.50	24,537.50	13%
129		Sub-Total	527,691	\$ 36,501.06	72,617.70	455,073.30	14%
130	1210	Retirement	36,024	0.00	4,755.70	31,268.30	13%
131	1220	OASDI	40,368	2,816.59	5,568.80	34,799.20	14%
132	1230	Insurance	92,999	7,187.43	14,374.86	78,624.14	15%
133	1240	Worker's Comp.	74,590	0.00	12,754.96	61,835.04	17%
134	1250	Unemployment	2,695	15.55	40.37	2,654.63	1%
135		Sub-Total	246,676	10,019.57	37,494.69	209,181.31	15%
136		TOTAL	774,368	46,520.63	110,112.39	664,255.61	14%
137	SERVICES & SUPPLIES						
138	2029	Bus & Conf. Exp.	3,000	0.00	0.00	3,000.00	0%
139	2035	Educ/Trng	0	0.00	0.00	0.00	#DIV/0!
140	2039	Empl Trans	500	0.00	0.00	500.00	0%
141	2061	Memberships	150	0.00	0.00	150.00	0%
142	2076	Office Sups	1,000	0.00	0.00	1,000.00	0%
143	2104	Agri/Hort	2,500	0.00	200.42	2,299.58	8%
144	2111	Bldg Mtnc Svc	2,500	357.77	1,362.20	1,137.80	54%
145	2112	Bldg Mtnc Sups	7,500	643.16	759.96	6,740.04	10%
146	2122	Chem Sups	2,500	0.00	204.00	2,296.00	8%
147	2131	Elec Sys SVC	5,000	0.00	0.00	5,000.00	0%
148	2132	Elec Sys Sup	1,000	0.00	53.59	946.41	5%
149	2142	Land Imp Sup	20,000	1,354.00	2,101.95	17,898.05	11%
150	2162	Paint Sups	1,200	0.00	103.40	1,096.60	9%
151	2168	Plumbing Sups	8,000	2,120.39	4,347.45	3,652.55	54%
152	2191	Electricity	47,000	6,245.08	11,792.74	35,207.26	25%
153	2192	Natural Gas	7,000	23.07	60.51	6,939.49	1%
154	2193	Refuse	10,000	535.69	1,810.63	8,189.37	18%
155	2195	Sewage	7,000	963.13	1,185.13	5,814.87	17%
156	2197	Tele/Teleg	2,000	0.00	193.36	1,806.64	10%
157	2198	Water	120,000	18,612.56	34,513.95	85,486.05	29%
158	2205	Auto Mtnc Svc	12,000	228.16	2,316.17	9,683.83	19%
159	2211	Constr Equip Svc	6,000	105.18	273.87	5,726.13	5%
160	2226	Expend Tools	4,500	771.30	1,389.80	3,110.20	31%
161	2236	Fuels & Lubes	12,000	0.00	857.20	11,142.80	7%
162	2275	Rents & Leases	15,000	403.17	1,333.31	13,666.69	9%
163	2281	Shop Equip Svc	1,500	0.00	0.00	1,500.00	0%
164	2292	Other Equip	10,000	0.00	1,369.57	8,630.43	14%
165	2314	Clothing	4,000	0.00	0.00	4,000.00	0%
166	2322	Cust Sup	21,000	2,081.69	4,403.32	16,596.68	21%
167	2444	Medical Sup	300	0.00	0.00	300.00	0%
168	2591	Other Prof Svc	85,000	686.00	17,568.21	67,431.79	21%
169		TOTAL	419,150	35,130.35	88,200.74	330,949.26	21%
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	A	B	C	D	E	F	G
172	<u>CODE</u>	<u>CLASSIFICATION</u>	<u>BUDGET</u>	<u>MONTHS</u>	<u>EXPENDED</u>	<u>BALANCE</u>	<u>% EXPEND</u>
173	FIXED ASSETS						
174	4201	Building Improvement	90,000	25,000.00	55,000.00	35,000.00	61%
175	4202	Structures & Imp	245,000	0.00	0.00	245,000.00	0%
176	4303	Other Equip	40,000	21,688.73	26,077.06	13,922.94	65%
177			375,000	46,688.73	81,077.06	293,923	22%
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230	CODE	CLASSIFICATION	BUDGET	MONTHS	EXPENDED	BALANCE	% EXPEND
231		DISTRICT TOTALS					
232	SALARIES & BENEFITS						
233	1110	FULL TIME SALARIES	1,045,855	74,883.00	157,916.30	887,938.70	15%
234	1122	PART TIME SALARIES	451,769	25,521.32	150,703.23	301,065.77	33%
235	1210	RETIREMENT	83,669	0.00	155,142.55	-71,473.55	185%
236	1220	OASDI	114,568	7,918.91	240,232.54	-125,664.54	210%
237	1230	INSURANCE	170,873	14,183.06	309,003.19	-138,130.19	181%
238	1240	WORKER'S COMP	88,079	0.00	272,248.69	-184,169.69	309%
239	1250	UNEMPLOYMENT	17,185	223.19	229,167.48	-211,982.48	1334%
240	1000	SALARIES/BENEFITS	1,971,998	126,491.32	279,792.77	1,692,205.23	14%
241							
242	SERVICES & SUPPLIES						
243	2005	AD/LEGAL NOTICE	1,000	0.00	0.00	1,000.00	0%
244	2022	BOOKS/SUBS	151	0.00	0.00	151.00	0%
245	2029	BUS/CONF EXP	21,000	1,165.77	2,136.76	18,863.24	0%
246	2035	EDUC/TRNG	7,500	0.00	195.00	7,305.00	3%
247	2039	EMPLOY TRANS	4,500	213.86	368.83	4,131.17	0%
248	2051	INSURANCE	148,609	0.00	74,304.50	74,304.50	50%
249	2061	MEMBERSHIPS	13,850	0.00	4,240.00	9,610.00	31%
250	2076	OFFICE SUPS	15,000	1,126.39	3,225.71	11,774.29	22%
251	2081	POSTAGE	27,000	0.00	6,153.34	20,846.66	23%
252	2085	PRINTING	4,700	811.71	811.71	3,888.29	17%
253	2104	AGRI/HORT	2,500	0.00	200.42	2,299.58	8%
254	2111	BLDG MTNC SVC	2,500	357.77	1,362.20	1,137.80	54%
255	2112	BLDG MTNC SUP	7,500	643.16	759.96	6,740.04	10%
256	2122	CHEM SUPS	2,500	0.00	204.00	2,296.00	8%
257	2131	ELEC MTNC SVC	5,000	0.00	0.00	5,000.00	0%
258	2132	ELEC MTNC SUP	1,000	0.00	53.59	946.41	5%
259	2142	LAND IMP SUP	20,000	1,354.00	2,101.95	17,898.05	11%
260	2162	PAINTING SUPS	1,200	0.00	103.40	1,096.60	9%
261	2168	PLUMBING SUPS	8,000	2,120.39	4,347.45	3,652.55	54%
262	2191	ELECTRICITY	47,000	6,245.08	11,792.74	35,207.26	25%
263	2192	NATURAL GAS	7,000	23.07	60.51	6,939.49	1%
264	2193	REFUSE	10,000	535.69	1,810.63	8,189.37	18%
265	2195	SEWAGE	7,000	963.13	1,185.13	5,814.87	17%
266	2197	TELE/TELEG	22,220	1,682.22	3,425.71	18,794.29	15%
267	2198	WATER	120,000	18,612.56	34,513.95	85,486.05	29%
268	2205	AUTO MTNC SVC	12,000	228.16	2,316.17	9,683.83	19%
269	2211	CONSTR EQUIP SVC	6,000	105.18	273.87	5,726.13	5%
270	2226	EXPEND TOOLS	4,500	771.30	1,389.80	3,110.20	31%
271	2236	FUELS / LUBES	12,000	0.00	857.20	11,142.80	7%
272	2261	OFF EQUIP MTNC	7,000	2,459.99	2,863.62	4,136.38	41%
273	2275	RENTS/LEASES	27,277	3,729.38	5,281.73	21,995.27	19%
274	2281	SHOP EQUIP SVCS	1,500	0.00	0.00	1,500.00	0%
275	2292	OTHER EQUIP SUPS	10,000	0.00	1,369.57	8,630.43	14%
276	2314	CLOTHING	10,000	380.30	1,755.18	8,244.82	18%
277	2322	CUST SUP	21,000	2,081.69	4,403.32	16,596.68	21%
278	2332	FOOD SUPS	15,000	1,297.43	2,458.41	12,541.59	16%
279	2444	MED SUPS	1,800	116.39	201.91	1,598.09	11%
280	2505	ACCOUNT SVC	36,400	0.00	0.00	36,400.00	0%
281	2531	LEGAL SVC	10,000	2,459.99	2,863.62	7,136.38	29%
282	2591	OTHER PROF SVCS	107,700	3,457.78	4,079.99	103,620.01	4%
283	2813	SALES TAX ADJUST.	0	155.59	170.65	-170.65	0%
284	2819	REGISTRATION SVC	51,309	0.00	0.00	51,309.00	0%
285	2851	RECREATION SVC	50,000	11,416.22	15,984.76	34,015.24	32%

	A	B	C	D	E	F	G
286	<u>CODE</u>	<u>CLASSIFICATION</u>	<u>BUDGET</u>	<u>MONTHS</u>	<u>EXPENDED</u>	<u>BALANCE</u>	<u>% EXPEND</u>
287	2852	RECREATION SUP	22,000	2,750.18	5,360.82	16,639.18	24%
288	2871	TRANSPORTATION	3,300	0.00	2,158.75	1,141.25	65%
289	2880	PY EXPEND	0	0.00	0.00	0.00	0%
290	2898	OTHER OPER EXP	6,000	299.19	753.56	5,246.44	13%
291	2000	SERVICES/SUPPLIES	921,516	64,236.15	222,420.28	699,095.72	24%
292							
293	FIXED ASSETS						
294	4201	Building IIM	90,000	25,000.00	55,000.00	35,000.00	0%
295	4202	STRUCT & IMP	2,245,000	13,147.33	37,557.42	2,207,442.58	0%
296	4303	EQUIPMENT	40,000	21,688.73	26,077.06	13,922.94	0%
297	4000	FIXED ASSETS	2,375,000	59,836.06	118,634.48	2,256,366	0%
298							
299							
300	1000	SALARIES & BENE	1,971,998	126,491.32	279,792.77	1,692,205.23	14%
301							
302	2000	SERVICES & SUPP	921,516	64,236.15	222,420.28	699,095.72	24%
303							
304	4000	FIXED ASSETS	2,375,000	59,836.06	118,634.48	2,256,366	5%
305							
306		CONTINGENCY	150,000	0.00	0.00	150,000.00	0%
307							
308		RESERVE	472,373	0.00	0.00	0.00	0%
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311		TOTAL	5,890,887	250,563.53	620,847.53	4,797,666	11%
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NORTH HIGHLANDS RECREATION & PARK DISTRICT
CFD BILLING REPORT SEPTEMBER 2024
(Bills paid in August 2024)

<u>CODE</u>	<u>CLASSIF.</u>	<u>VENDOR</u>	<u>EXPLANATION</u>	<u>AMOUNT</u>
<u>BENEFITS</u>				
1210	Retirement	VOYA	Jul-24	\$ -
1230	Insurance	CALIFORNIA CHOICE	Sep-24	\$ 1,068.46
1230	" " "	COPOWER	Sep-24	\$ 85.50
1240	" " "	CAPRI	2nd Quarter	\$ -
Total				1,153.96
 <u>SERVICES & SUPPLIES</u>				
2191	Electric	SMUD	6696230 7955 Bing Drive PED	\$ 39.05
2191	" " "	SMUD	6696231 7931 Scotland Dr PED	\$ 38.91
2193	Refuse	Republic Service	3929 Karl, 7916 Aztec Way, 6040 Watt	\$ 100.00
2198	Water	CA/American	Cherry Blossom Park 7930 Little Plum IRRG	\$ 120.67
2198	" " "	CA/American	Cherry Blossom Park 7866 Bing Drive	\$ 67.16
2198	" " "	CA/American	Cherry Blossom Park 7866 Bing Drive IRRG	\$ 2,329.66
2198	" " "	CA/American	Cherry Blossome Park 2794 Napoleon IRRG	\$ 3,548.07
TOTAL				\$ 6,243.52
 <u>FIXED ASSETS</u>				
4201	Building Improvement			\$ -
4202	Structures			\$ -
4303	Equipment			\$ -
TOTAL				\$ -
 Total District Salaries (AUGUST 2 PAY DAY)				
				\$ 6,416.62
Total District EDD (AUGUST 2 PAY DAY)				
				\$ -
Total District OASDI (AUGUST 2 PAY DAY)				
				\$ 490.87
				\$ 6,907.49
 DISTRICT TOTALS				 \$14,304.97

BOARD MEMBER

BOARD MEMBER

BOARD MEMBER

	A	B	C	D	E	F	G	H
1		NORTH HIGHLANDS RECREATION & PARK DISTRICT - CHERRY BLOSSOM PARK						
2		REVENUE REPORT - AUGUST 2024						
3								
4	CODE	CLASSIFICATION	BUDGET	MONTH'S	REF/REIM	TO DATE	UNREALIZED	PERCENT
5	TAXES							
6	9101	Prop Tax - Secured	\$0.00	0.00	0.00	0.00	0.00	
7	9102	Prop Tax - Unsec	\$0.00	0.00	0.00	0.00	0.00	
8	9103	Supp Prop Tax	\$0.00	0.00	0.00	0.00	0.00	
9	9104	Prop Tax Sec Delinquent	\$0.00	0.00	0.00	0.00	0.00	
10	9105	Prop Tax Supp Delinquent	\$0.00	0.00	0.00	0.00	0.00	
11	9106	Prop tax Unitary	\$0.00	0.00	0.00	0.00	0.00	
12	9120	Prop Tax Secured Redemp	\$0.00	0.00	0.00	0.00	0.00	
13	9130	Prop Tax - Prior Unsec	\$0.00	0.00	0.00	0.00	0.00	
14	9140	Prop Tax - Pently	\$0.00	0.00	0.00	0.00	0.00	
15	9196	RDA Residual	\$0.00	0.00	0.00	0.00	0.00	
16		TOTAL	\$0.00	0.00	0.00	0.00	0.00	0%
17								
18	INTEREST INCOME							
19	9410	Interest Income	\$1,500.00	0.00	0.00	0.00	1,500.00	
20		TOTAL	\$1,500.00	0.00	0.00	0.00	1,500.00	0%
21								
22	USE OF MONEY/PROPERTY							
23	9522	Homeowner Prop Tax	\$0.00	0.00	0.00	0.00	0.00	
24		TOTAL	\$0.00	0.00	0.00	0.00	0.00	0%
25								
26	IN LIEU TAX							
27	9529	In Lieu Tax	\$0.00	0.00	0.00	0.00	0.00	
28		TOTAL	\$0.00	0.00	0.00	0.00	0.00	0%
29								
30	MISC. Revenue							
31	9530	Misc. Revenue	\$0.00	0.00	0.00	0.00	0.00	
32		TOTAL	\$0.00	0.00	0.00	0.00	0.00	0%
33								
34	AID TO LOCAL GOVERNMENT							
35	9531	Aid to Local Government	\$0.00	0.00		0.00	0.00	
36		TOTAL	\$0.00	0.00	0.00	0.00	0.00	0%
37								
38	REDEVELOPMENT FUNDS							
39	9533	Redevelopment funds	\$0.00	0.00	0.00	0.00	0.00	
40		TOTAL	\$0.00	0.00	0.00	0.00	0.00	0%
41								
42	STATE AID							
43	9569	State Aid	\$0.00	0.00	0.00	0.00	0.00	
44		TOTAL	\$0.00	0.00	0.00	0.00	0.00	0%
45								
46	SPECIAL ASSESSMENT							
47	9603	Special Assessment	\$136,765.00	0.00	0.00	0.00	136,765.00	
48		TOTAL	\$136,765.00	0.00	0.00	0.00	136,765.00	0%
49								
50	CODE	CLASSIFICATION	BUDGET	MONTH'S	REF/REIM	TO DATE	UNREALIZED	PERCENT
51								
52	9100	Taxes	\$0	0.00	0.00	0.00	0.00	0%
53	9410	Interest Income	\$1,500	0.00	0.00	0.00	1,500.00	0%
54	9522	Homeowner Prop Tax	\$0	0.00	0.00	0.00	0.00	0%
55	9529	In Lieu Tax	\$0	0.00	0.00	0.00	0.00	0%
56	9530	Misc. Revenue	\$0	0.00	0.00	0.00	0.00	0%
57	9531	Aid to Local Government	\$0	0.00	0.00	0.00	0.00	0%
58	9533	Redevelopmnet Funds	\$0	0.00	0.00	0.00	0.00	0%
59	9569	State Aid	\$0	0.00	0.00	0.00	0.00	0%
60	9603	Special Assessment	\$136,765	0.00	0.00	0.00	136,765.00	0%
61								
62		TOTAL	\$138,265	0.00	0.00	0.00	138,265.00	0%
63								
64		GENERAL RESERVED FUND	\$63,476	0.00	0.00	0.00	63,476.00	0%
65		CARRY OVER						
66								
67		TOTAL BUDGET	\$201,741	0.00	0.00	\$0	201,741.00	0%
68								
69		Contingency	\$25,000.00	0.00	0.00	0.00	25,000.00	
70								
71								

	A	B	C	D	E	F	G
1	NORTH HIGHLANDS RECREATION & PARK DISTRICT - CHERRY BLOSSOM PARK						
2	EXPENDITURE REPORT AUGUST 2024						
3							
4	CODE	CLASSIFICATION	BUDGET	MONTHS	EXPENDED	BALANCE	% EXPEND
5	ADMINISTRATION						
6	SERVICES & SUPPLIES						
7	2005	Adv/Legal Notice	200	0.00	0.00	200.00	0%
8	2505	Actg Svcs	2,500	0.00	0.00	2,500.00	0%
9	2591	Other Prof Svcs	10,190	0.00	0.00	10,190.00	0%
10		TOTAL	12,890	0.00	0.00	12,890.00	0%
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58	<u>CODE</u>	<u>CLASSIFICATION</u>	<u>BUDGET</u>	<u>MONTHS</u>	<u>EXPENDED</u>	<u>BALANCE</u>	<u>% EXPEND</u>
59	MAINTENANCE						
60	SALARIES & BENEFITS						
61	1110	Mtnc Wkr-	39,050	4,112.62	8,225.24	30,824.76	21%
62	1122	PT Wkr-Seasonal	15,000	2,304.00	4,104.00	10,896.00	27%
63		Sub-Total	54,050	\$ 6,416.62	12,329.24	41,720.76	23%
64	1210	Retirement	3,124	0.00	658.02	2,465.98	21%
65	1220	OASDI	4,135	490.87	943.18	3,191.82	23%
66	1230	Insurance	10,896	1,153.96	2,307.92	8,588.08	21%
67	1240	Worker's Comp.	5,274	0.00	1,374.55	3,899.45	26%
68	1250	Unemployment	490	0.00	0.00	490.00	0%
69		Sub-Total	23,920	1,644.83	5,283.67	18,636.33	22%
70		TOTAL	77,969	8,061.45	17,612.91	60,356.09	23%
71	SERVICES & SUPPLIES						
72	2104	Agri/Hort	2,000	0.00	0.00	2,000.00	0%
73	2111	Bldg Mtnc. Svcs	200	0.00	0.00	200.00	0%
74	2122	Chemical Supplies	150	0.00	0.00	150.00	0%
75	2142	Land Imp Supplies	1,500	0.00	0.00	1,500.00	0%
76	2191	Electricity	900	77.96	156.20	743.80	17%
77	2193	Refuse	1,000	100.00	200.00	800.00	20%
78	2198	Water	40,000	6,065.56	10,956.98	29,043.02	27%
79	2205	Auto Mtnc Svc	750	0.00	169.40	580.60	23%
80	2211	Constr Equip. Svc	150	0.00	0.00	150.00	0%
81	2226	Expend Tools	300	0.00	0.00	300.00	0%
82	2236	Fuels & Lubes	2,000	0.00	500.00	1,500.00	25%
83	2275	Rents & Leases	500	0.00	0.00	500.00	0%
84	2281	Shop Equip Serv.	100	0.00	0.00	100.00	0%
85	2292	Other Equip Sups	1,000	0.00	0.00	1,000.00	0%
86	2314	Clothing	300	0.00	0.00	300.00	0%
87	2444	Medical Supplies	200	0.00	0.00	200.00	0%
88	2591	Other Prof Svc	2,500	0.00	0.00	2,500.00	0%
89		TOTAL	53,550	6,243.52	11,982.58	41,567.42	22%
90							
91							
92	<u>CODE</u>	<u>CLASSIFICATION</u>	<u>BUDGET</u>	<u>MONTHS</u>	<u>EXPENDED</u>	<u>BALANCE</u>	<u>% EXPEND</u>
93	FIXED ASSETS						
94	4201	Building Improvement	0	0.00	0.00	0.00	0%
95	4202	Structures & Imp	4,000	0.00	0.00	4,000.00	0%
96	4303	Other Equip	0	0.00	0.00	0.00	0%
97			4,000	0.00	0.00	4,000.00	0%
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113	CODE	CLASSIFICATION	BUDGET	MONTHS	EXPENDED	BALANCE	% EXPEND
114		DISTRICT TOTALS					
115		SALARIES & BENEFITS					
116	1110	FULL TIME SALARIES	39,050	4,112.62	8,225.24	30,824.76	21%
117	1122	PART TIME SALARIES	15,000	2,304.00	4,104.00	10,896.00	27%
118	1210	RETIREMENT	3,124	0.00	658.02	2,465.98	21%
119	1220	OASDI	4,135	490.87	943.18	3,191.82	23%
120	1230	INSURANCE	10,896	1,153.96	2,307.92	8,588.08	21%
121	1240	WORKER'S COMP	5,274	0.00	1,374.55	3,899.45	26%
122	1250	UNEMPLOYMENT	490	0.00	0.00	490.00	0%
123	1000	SALARIES/BENEFITS	77,969	8,061.45	17,612.91	60,356.09	23%
124							
125		SERVICES & SUPPLIES					
126	2005	Adv/Legal Notice	200	0.00	200.00	0.00	100%
127	2104	AGRI/HORT	2,000	0.00	0.00	2,000.00	0%
128	2111	Bldg Mtnc. Svcs	200	0.00	0.00	200.00	0%
129	2122	Chemical Supplies	150	0.00	0.00	150.00	0%
130	2142	Land Imp Supplies	1,500	0.00	0.00	1,500.00	0%
131	2191	ELECTRICITY	900	77.96	156.20	743.80	17%
132	2193	REFUSE	1,000	100.00	200.00	800.00	20%
133	2198	WATER	40,000	6,065.56	10,956.98	29,043.02	27%
134	2205	Auto Mtnc Svc	750	0.00	169.40	580.60	23%
135	2211	Constr Equip. Svc	150	0.00	0.00	150.00	0%
136	2226	Expend Tools	300	0.00	0.00	300.00	0%
137	2236	FUELS / LUBES	2,000	0.00	500.00	1,500.00	25%
138	2275	Rents & Leases	500	0.00	0.00	500.00	0%
139	2281	Shop Equip Serv.	100	0.00	0.00	100.00	0%
140	2292	Other Equip Sups	1,000	0.00	0.00	1,000.00	0%
141	2314	Clothing	300	0.00	0.00	300.00	0%
142	2444	Medical Supplies	200	0.00	0.00	200.00	0%
143	2505	Accounting	2,500	0.00	0.00	2,500.00	0%
144	2591	OTHER PROF SVCS	12,690	0.00	0.00	12,690.00	0%
145	2000	SERVICES/SUPPLIES	66,440	6,243.52	11,982.58	54,457.42	18%
146							
147		FIXED ASSETS					
148	4201	Building IIM	0	0.00	0.00	0.00	0%
149	4202	STRUCT & IMP	4,000	0.00	0.00	4,000.00	0%
150	4303	EQUIPMENT	0	0.00	0.00	0.00	0%
151	4000	FIXED ASSETS	4,000	0.00	0.00	4,000.00	0%
152							
153							
154	1000	SALARIES & BENE	77,969	8,061.45	17,612.91	60,356.09	23%
155							
156	2000	SERVICES & SUPP	66,440	6,243.52	11,982.58	54,457.42	18%
157							
158	4000	FIXED ASSETS	4,000	0.00	0.00	4,000.00	0%
159							
160		CONTINGENCY	25,000	0.00	11,154.00	13,846.00	0%
161			0				
162		RESERVE	28,333	0.00	0.00	0.00	0%
163							
164							
165		TOTAL	201,741	14,304.97	40,749.49	132,660	20%
166							
167							
168							
169							

North Highlands Recreation and Park District
Board Agenda

To: Crystal Harding, Chairperson
Board of Directors

From: Scott Graham, District Administrator

Date: September 12, 2024

Subject: Resolution to become a CSCDA Program Participant and Join SCIP

Background: CSCDA is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. 530 cities, counties and special districts throughout California are members of CSCDA. SCIP was instituted by CSCDA in 2002 to allow owners of property in participating cities and counties to finance the development related fees that would be payable by property owners upon receiving development entitlements or building permits through a pooled special assessment districts program. SCIP was expanded to include financing of public capital improvements directly in addition to just fees, and has now been further expanded to include community facilities districts (“CFDs”) and an option to finance public services in respect of stand-alone bond issues, necessary to support development in the District, as provided for in the proposed SCIP resolution. Since its inception SCIP has issued over \$1 billion in land secured special assessment and CFD bonds for development projects in California.

If a property owner applies to participate in SCIP, and the District approves the application, the selected public capital improvements, facilities and/or development related fees owed to the District will be financed by the issuance of bonds by CSCDA. Property owners, in consultation with the District and the SCIP team, can opt to have CSCDA form either an assessment district or a community facilities district. CSCDA determines whether the project will be included in the SCIP pool program (where no one developer within the SCIP pool is responsible for the payment related to any other project) or, depending on the projected bond sizing and other factors, implemented as a stand-alone financing. In either case, CSCDA will form the appropriate district and impose an assessment or special tax, as applicable, on the owner’s property to repay the portion of the bonds issued to finance public capital improvements, facilities and/or development related fees.

With respect to the financing of development related fees, the property owner will either pay the development fees at the time of permit issuance and will be reimbursed from the SCIP bond proceeds when the SCIP bonds are issued, or the fees will be funded directly from the proceeds of the SCIP bonds. In both cases, the fees are subject to requisition by the District at any time to make authorized fee expenditures, and the District is never at risk for payment of its fees. If the property owner is required to construct improvements to be dedicated to the District, the proposed SCIP resolution includes a form of acquisition agreement to be used when such

improvements are funded with SCIP bond proceeds, which outlines how a developer will be reimbursed for improvements as they are certified complete by the District.

The benefits of SCIP to the property owner include:

- Only property owners who choose to participate in the program will have assessments or special taxes imposed on their property.
- Instead of paying cash for public capital improvements and/or development related fees, the property owner receives low-cost, long-term tax-exempt financing of those fees, freeing up capital for other purposes.
- The property owner can choose to pay off the assessments or special taxes at any time.
- For home buyers, paying for the costs of public infrastructure through an assessment or special tax is superior to having those costs "rolled" into the cost of the home. Although the tax bill is higher, the amount of the mortgage is smaller, making it easier to qualify. Moreover, because the assessment/special tax financing is at tax-exempt rates, it typically comes at lower cost than mortgage rates.
- Owners of smaller projects, both residential and commercial, can have access to tax-exempt financing of infrastructure. Before the inception of SCIP, only projects large enough to justify the formation of an assessment or community facilities district had access to tax-exempt financing. SCIP can finance projects as low as \$500,000, which would not be economical on a stand-alone basis.

The benefits of SCIP to the District include:

- As in conventional assessment district and CFD financing, the District is not liable to repay the bonds issued by CSCDA or the assessments or special taxes, as applicable, imposed on the participating properties.
- CSCDA handles all district formation, district administration, bond issuance and bond administration functions. A participating city, county or special district can provide tax-exempt financing to property owners through SCIP while committing virtually no staff time to administer the program.
- Providing tax-exempt financing helps participating cities and counties cushion the impact of rising public capital improvements costs and development related fees on new development. Many developers rely on assessment district or CFD financing through SCIP in making the decision to purchase land, thereby improving the District's competitive advantage in attracting new development.
- The availability of financing will encourage developers to pull permits and pay fees in larger blocks, giving the participating city, county or special district immediate access to revenues

for public infrastructure, rather than receiving a trickle of revenues stretched out over time. As part of the entitlement negotiation process, the possibility of tax-exempt financing of fees can be used to encourage a developer to pay fees up front.

- In some cases, the assessments or special taxes on successful projects can be refinanced through refunding bonds. Savings achieved through a refinancing may be directed to lower property taxes subject to applicable federal tax limitations.

The proposed SCIP resolution authorizes CSCDA to accept applications from owners of property within our planning jurisdiction to apply for tax-exempt financing of public capital improvements and development related fees through SCIP. It also authorizes CSCDA to form assessment districts and community facilities districts within our District's boundaries, conduct assessment and special tax proceedings and levy assessments and special taxes against the property of participating owners. It approves the form of an acquisition agreement, attached to the SCIP resolution as Exhibit B, to be entered into between the District and the participating property owner/developer, if applicable, to provide the terms and conditions under which financing for public capital improvements will be provided and to establish the procedure for disbursement of bond proceeds to pay for completed facilities. It also authorizes miscellaneous related actions and makes certain findings and determinations required by law.

In addition to the funding of public capital improvements and development related fees, the proposed SCIP resolution authorizes CSCDA to form community facilities districts within our District's boundaries to levy special taxes to fund public services necessitated by new development projects, if approved by the participating property owner. Similar to the funding of public capital improvements and development related fees, once an application is received by the participating property owner and approved by the District, CSCDA handles all district formation and district administration. CSCDA will coordinate with the District annually to prepare the budget for the levy, and will levy and collect the special taxes for disbursement to the District when collected. Public services will only be included in a community facilities district formed for a stand-alone project.

Recommended Action: After Board discussion and questions, open the public hearing to order and invite any interested members of the public to provide testimony regarding SCIP and the proposed action. Upon the close of the hearing, if the Board wishes to become a CSCDA Program Participant, join SCIP and become a participating member agency in this program, it should adopt the proposed resolution. The resolution requires only a simple majority vote. If the resolution is approved, the Board Secretary should forward a certified copy to SCIP, c/o Tricia Aguirre, Orrick, Herrington & Sutcliffe LLP, 400 Capitol Mall, Suite 3000, Sacramento, CA 95814.

RESOLUTION NO. 640

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH HIGHLANDS RECREATION AND PARK DISTRICT AUTHORIZING THE DISTRICT TO BECOME A CSCDA PROGRAM PARTICIPANT AND TO JOIN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL ASSESSMENT PROCEEDINGS AND LEVY ASSESSMENTS AND SPECIAL TAXES AND TO FORM ASSESSMENT DISTRICTS AND COMMUNITY FACILITIES DISTRICTS WITHIN THE TERRITORY OF THE NORTH HIGHLANDS RECREATION AND PARK DISTRICT; EMBODYING A JOINT COMMUNITY FACILITIES AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS OF COMMUNITY FACILITIES DISTRICT FINANCINGS; APPROVING FORM OF ACQUISITION AGREEMENT FOR USE WHEN APPLICABLE; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority, lawfully formed and operating within the State pursuant to an agreement (the "Joint Powers Agreement") entered into as of June 1, 1988 under the authority of Title 1, Division 7, Chapter 5 (commencing with Section 6500) of the California Government Code (the "JPA Law"), the members of which include numerous cities, counties and local agencies in the State of California; and

WHEREAS, the Joint Powers Agreement authorizes the Authority to undertake financing programs under any applicable provisions of State law to promote economic development, the stimulation of economic activity, and the increase of the tax base within the jurisdictional boundaries of its members (such members, the "Program Participants"); and

WHEREAS, the North Highlands Recreation and Park District (the "District"), has expressed an interest in participating in the economic development financing programs (the "Programs") in conjunction with other Program Participants; and

WHEREAS, there is now before the District the form of the Joint Powers Agreement; and

WHEREAS, the District proposes to participate in the Programs and desires that certain projects to be located within the District be financed pursuant to the Programs and it is in the public interest and for the public benefit of the District do so; and

WHEREAS, as one of the Programs under the Joint Powers Agreement, the Authority has established the Statewide Community Infrastructure Program ("SCIP") to allow the financing of certain public capital improvements to be constructed by or on behalf of property owners for acquisition by the District or another public agency (the "Improvements") and improvements eligible for funding from certain development impact fees, capacity fees and/or other development related charges (the "Fees") levied in accordance with the Mitigation Fee Act (California Government Code Sections 66000 and following) and other authority providing for the levy of fees on new development to pay for public capital improvements (collectively, the "Fee Act") through the levy of special assessments pursuant to the Municipal Improvement Act of 1913

the “Fee Act”) through the levy of special assessments pursuant to the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the “1913 Act”) and the issuance of improvement bonds (the “Improvement Bonds”) under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the “1915 Act”) upon the security of the unpaid special assessments; and

WHEREAS, the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State (the “Mello-Roos Act”) is an applicable provision of State law available to, among other things, finance public improvements and public services (“Services”) necessary to meet increased demands placed upon local agencies as a result of development; and

WHEREAS, the Authority also uses SCIP to allow the financing of Fees and Improvements through the levy of special taxes and the issuance of special tax bonds (the “Special Tax Bonds” and, together with the Improvement Bonds, the “Local Obligations”) under the Mello-Roos Act upon the security of the special taxes and to allow the financing of Services through the levy of special taxes under the Mello Roos Act; and

WHEREAS, the District desires to allow the owners of property being developed within its jurisdiction (“Participating Developers”) to participate in SCIP and to allow the Authority to conduct proceedings and to form community facilities districts (“CFDs”) and to issue Local Obligations under the Mello-Roos Act, as well as to conduct assessment proceedings to form assessment districts (“Assessment Districts”) under the 1913 Act and to issue Local Obligations under the 1915 Act, to finance Fees levied on such properties and Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of the assessments or special taxes, as applicable; and

WHEREAS, the District desires to allow the Participating Developers to participate in SCIP and to allow the Authority to conduct proceedings and to form CFDs to levy special taxes to finance Services, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such special taxes and that such CFDs are not pooled together with projects in other jurisdictions; and

WHEREAS, from time to time when eligible property owners within the jurisdiction of the District elect to be Participating Developers, the Authority will conduct proceedings under the 1913 Act and the Mello-Roos Act and issue Local Obligations under the 1915 Act and the Mello-Roos Act to finance Fees and Improvements and, at the conclusion of such proceedings, will levy assessments or special taxes, as applicable on such property within the territory of the District; and

WHEREAS, both the Authority and the District are “local agencies” under the Mello-Roos Act; and

WHEREAS, the Mello-Roos Act permits two or more local agencies to enter into a joint community facilities agreement to exercise any power authorized by the Mello-Roos Act; and

WHEREAS, the District desires to enter into such an agreement with the Authority to authorize the Authority to form CFDs from time to time within the territorial limits of the District to finance Fees, Improvements and Services necessitated by new development; and

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by the Authority in connection with assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A, and the territory within which assessments may be levied for SCIP (provided that each Participating Developer consents to such assessment) shall be coterminous with the District's official boundaries of record at the time of adoption of such ROI, and reference is hereby made to such boundaries for the plat or map required to be included in this Resolution pursuant to Section 10104 of the Streets and Highways Code; and

WHEREAS, there has also been presented to this meeting a proposed form of Acquisition Agreement (the "Acquisition Agreement"), a copy of which is attached hereto as Exhibit B, to be approved as to form for use with respect to any Improvements to be constructed and installed by a Participating Developer and for which the Participating Developer requests acquisition financing as part of its SCIP application; and

WHEREAS, the District will not be responsible for the conduct of any proceedings; the levy or collection of assessments or special taxes or any required remedial action in the case of delinquencies in such assessment or special tax payments; or the issuance, sale or administration of the Local Obligations or any other bonds issued in connection with SCIP; and

WHEREAS, the Authority periodically issues Local Obligations on behalf of the local agency participants in SCIP to provide financing for the Fees and Improvements; and

WHEREAS, where the Authority determines a project is eligible for a SCIP pooled issuance, the Authority issues revenue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985, consisting of Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the California Government Code (the "Marks-Roos Act") concurrently with the issuance of Local Obligations, the proceeds of which are used to purchase the Local Obligations; and

WHEREAS, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this resolution at a public hearing, which was duly conducted by this Board concerning the significant public benefits of SCIP and the financing of the Improvements and the public capital improvements to be paid for with the proceeds of the Fees;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the North Highlands Recreation and Park District as follows:

Section 1. The Joint Powers Agreement is hereby approved and the [Chairperson and Vice Chairperson of the Board of Directors] are each individually and severally hereby authorized and directed to execute said document.

Section 2. This resolution shall constitute full "local approval," under Section 9 of the Joint Powers Agreement, for the issuance of bonds by the Authority in accordance herewith.

Section 3. District hereby consents to the conduct of proceedings by the Authority under the Mello Roos Act to form CFDs with boundaries that shall be coterminous with the District's official boundaries of record at the time of such proceedings or any portion thereof (the "Proposed Boundaries"), and to authorize a special tax and to issue bonds with respect thereto; provided that the Participating Developers, who shall be the legal owners of such property at the time of formation of the CFD, execute a written consent to the levy of special tax in connection with SCIP by the Authority and execute a ballot in favor of the formation of such CFD and the Mello-Roos Act.

Section 4. The District hereby consents to the conduct of special assessment proceedings by the Authority in connection with SCIP pursuant to the 1913 Act and the issuance of Local Obligations under the 1915 Act on any property within the Proposed Boundaries; provided, that:

(1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI; and

(2) The Participating Developers, who shall be the legal owners of such property at the time of the formation of the Assessment District, execute a written consent to the levy of assessments in connection with SCIP by the Authority and execute an assessment ballot in favor of such assessment in compliance with the requirements of Section 4 of Article XIIID of the State Constitution.

Section 5. This resolution sets forth the terms of a "joint community facilities agreement" (as defined in Section 53316.2 of the Mello Roos Act) between the District and the Authority. Adoption by the Commission of the Authority of each Resolution of Intention to form a CFD under the Mello-Roos Act to finance District Improvements, District Fees or District Services shall constitute acceptance of the terms hereof by the Authority with respect to such CFD. This Resolution and the Authority's Resolution of Intention for the respective CFDs shall together embody a separate and independent joint community facilities agreement, or a joint agreement to fund services, for each CFD formed by the Authority (the "Joint Agreement").

Section 6. The Board hereby finds and determines that this resolution and the Joint Agreement are beneficial to the residents/customers of the District and are in the best interests of the residents of the District, and of the future residents of the area within the proposed CFDs and Assessment Districts. The District hereby finds and declares that the issuance of revenue bonds by the Authority to purchase Local Obligations in connection with SCIP will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs, and the more efficient delivery of local agency services to residential and commercial development within the District.

Section 7. The Authority has adopted Local Goals and Policies as required by Section 53312.7 of the Mello-Roos Act. The District approves the use of those Local Goals and Policies in connection with the formation of CFDs. The District hereby agrees that the Authority may act in lieu of the District under those Local Goals and Policies in forming and administering the CFDs.

Section 8. The Authority has prepared and will update from time to time the “SCIP Manual of Procedures” (the “Manual”), and the District will handle Fee revenues and funds for Improvements for properties participating in SCIP in accordance with the procedures set forth in the Manual.

Section 9. Pursuant to the Mello-Roos Act and this resolution, the Authority may conduct proceedings under the Mello-Roos Act to form the CFDs and to have such CFDs authorize the financing of (i) any or all of the facilities and Fees set forth on Exhibit C, attached hereto and (ii) any or all the Services set forth on Exhibit D, attached hereto. All of the facilities, whether to be financed directly or through Fees, shall be facilities that have an expected useful life of five years or longer and are facilities that the District or other local public agencies, as the case may be, are authorized by law to construct, own or operate, or to which they may contribute revenue. The appropriate officials and staff of the District are hereby authorized and directed to cooperate with the Authority and the Authority’s special tax consultant and other consultants to calculate the appropriate level of the special tax to fund the Services for each CFD in connection with initial formation and in connection with the annual levy. Exhibit C and Exhibit D may be modified from time to time by written agreement between an authorized representative of the Authority and of the District. The facilities are referred to herein as the “Improvements,” and the Improvements to be owned by the District are referred to as the “District Improvements.” The Fees paid or to be paid to the District are referred to as the “District Fees”. The Services funded are referred to as the “District Services”. The financing of the District Services shall only be authorized for stand-alone development projects and Local Obligations may not be issued to fund Services.

Section 10. Section 9. For Improvements, Fees or Services to be owned, used or provided by another local agency (a “Third Party Local Agency”), the Authority will separately identify them in its proceedings and will enter into a joint community facilities agreement with such Third Party Local Agency as required by the Mello-Roos Act. Each joint community facilities agreement with each Third Party Local Agency will contain a provision that the Third Party Local Agency will provide indemnification to the District to the same extent that the District provides indemnification to the Third Party Local Agency under the terms of this resolution.

Section 11. The District acknowledges that Improvements and Fees will be funded through a CFD only if they are necessary to meet increased demands placed upon the District as a result of development occurring or expected to occur within the proposed CFD and Services will be funded through a CFD only if they are in addition to those provided in the territory of the CFD before the CFD was created and will not supplant existing services. In connection with the formation of each CFD, as may be required by the Authority’s procedures, the District shall certify that such requirements are satisfied in form and substance satisfactory to the Authority.

Section 12. The Authority shall promptly transfer special tax collections for District Services, after payment of its own reasonable administrative costs incurred in the administration of the CFDs, to the District. The Authority will apply the other special tax collections initially as required by the documents under which any Local Obligations are issued; and thereafter, to the extent not provided in the Local Obligations documents, may pay its own reasonable administrative costs. The Authority will remit any special tax revenues from any particular CFD

remaining after the final retirement of all related Local Obligations to the District and to the other local agencies in the proportions specified in the Authority's proceedings. The District will apply any such special tax revenues it receives for authorized District Improvements, District Fees and/or District Services, as applicable, and its own administrative costs only as permitted by respective CFD proceedings and by the Mello-Roos Act. The joint community facilities agreements with each Third Party Local Agency must require the Third Party Local Agency to apply the special tax revenues they receive for their authorized Improvements, Fees and/or Services under the CFDs and for their own related administrative costs only as permitted by the Mello-Roos Act.

Section 13. The Authority will administer the CFDs, including employing and paying all consultants, annually levying the special tax and all aspects of paying and administering the Local Obligations, and complying with all State and Federal requirements appertaining to the proceedings, including the requirements of the United States Internal Revenue Code. The District will cooperate fully with the Authority in respect of the requirements of the Internal Revenue Code and to the extent information is required of the District to enable the Authority to perform its disclosure and continuing disclosure obligations with respect to the Local Obligations and any revenue bonds, although the District will not participate in nor be considered to be a participant in the proceedings respecting the CFDs (other than as a party to the agreement embodied by this resolution) nor will the District be or be considered to be an issuer of the Local Obligations nor any revenue bonds. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Third Party Local Agency.

Section 14. In the event the Authority completes issuance and sale of Local Obligations, and Local Obligation proceeds become available to finance the Improvements, the Authority shall establish and maintain a special fund for each development project (the "Acquisition and Construction Fund"). The portion of Local Obligation proceeds which is intended to be utilized to finance the Improvements and Fees shall be deposited in the Acquisition and Construction Fund. The Acquisition and Construction Fund will be available both for District Improvements and District Fees and for the Improvements and Fees pertaining to each Third Party Local Agency. Subaccounts shall be created as necessary.

Section 15. As respects the Authority and each Third Party Local Agency, the District agrees to fully administer, and to take full governmental responsibility for, the construction or acquisition of the District Improvements and for the administration and expenditure of the District Fees, as applicable, including but not limited to environmental review, approval of plans and specifications, bid requirements, performance and payment bond requirements, insurance requirements, contract and construction administration, staking, inspection, acquisition of necessary property interests in real or personal property, the holding back and administration of retention payments, punch list administration, and the Authority and each Third Party Local Agency shall have no responsibility in that regard. The District reserves the right, as respects each Participating Developer, to require the Participating Developer to contract with the District to assume any portion or all of this responsibility. The Authority is required to obtain provisions equivalent to this paragraph in the joint community facilities agreement with each Third Party Local Agency.

Section 16. The District agrees to indemnify and to hold the Authority, its other members, and its other members' officers, agents and employees, and each Third Party Local Agency and their officers, agents and employees (collectively, the "Indemnified Parties") harmless from any and all claims, suits and damages (including costs and reasonable attorneys' fees) arising out of the design, engineering, construction and installation of the District Improvements and the improvements to be financed or acquired with the District Fees. The District reserves the right, as respects each Participating Developer, to require the Participating Developer to assume by contract with the District any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Third Party Local Agency naming the District and its officers, agents and employees as Indemnified Parties with respect to each Third Party Local Agency's respective Improvements and the improvements to be constructed or acquired with each Third Party Local Agency's Fees.

Section 17. As respects the Authority and each Third Party Local Agency, the District agrees – once the District Improvements are constructed according to the approved plans and specifications, and the District and the Participating Developer have put in place their agreed arrangements for the funding of maintenance of the District Improvements – to accept ownership of the District Improvements, to take maintenance responsibility for the District Improvements, and to indemnify and hold harmless the Indemnified Parties to the extent provided in the preceding paragraph from any and all claims, etc., arising out of the use and maintenance of the District Improvements. The District reserves the right, as respects the Participating Developer, to require the Participating Developer by contract with the District to assume any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Third Party Local Agency naming the District and its officers, agents and employees as Indemnified Parties.

Section 18. The District acknowledges the requirement of the Mello-Roos Act that if the District Improvements are not completed prior to the adoption by the Commission of the Authority of the Resolution of Formation of the CFD for each respective development project, the District Improvements must be constructed as if they had been constructed under the direction and supervision, or under the authority of, the District. The District acknowledges that this means all District Improvements must be constructed under contracts that require the payment of prevailing wages as required by Section 1720 and following of the Labor Code of the State of California. The Authority makes no representation that this requirement is the only applicable legal requirement in this regard. The District reserves the right, as respects the Participating Developer, to assign appropriate responsibility for compliance with this paragraph to the Participating Developer.

Section 19. The form of the Acquisition Agreement attached hereto as Exhibit B is hereby approved, and the [Chairperson or Vice Chairperson] or such officer's designee (each, an "Authorized Officer") is authorized to execute, and deliver to the Participating Developer, the Acquisition Agreement on behalf of the District in substantially that form, with such changes as shall be approved by the Authorized Officer after consultation with the District Attorney and the Authority's bond counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 20. After completion of the District Improvements and appropriate arrangements for the maintenance of the District Improvements, or any discrete portion thereof as provided in Section 53313.51 of the Mello-Roos Act and in the Acquisition Agreement, to the satisfaction of the District, and in conjunction with the District's acceptance thereof, acquisition of the District Improvements shall be undertaken as provided in the Acquisition Agreement.

Section 21. The District hereby consents to the formation of the CFDs in accordance with this resolution and consents to the assumption of jurisdiction by the Authority for the proceedings respecting the CFDs with the understanding that the Authority will hereafter take each and every step required for or suitable for consummation of the proceedings, the levy, collection and enforcement of the special tax, and the issuance, sale, delivery and administration of the Local Obligations, all at no cost to the District and without binding or obligating the District's general fund or taxing authority.

Section 22. The terms of the Agreement embodied by this resolution may be amended by a writing duly authorized, executed and delivered by the District and the Authority, except that no amendment may be made after the issuance of the Local Obligations by the Authority that would be detrimental to the interests of the bondholders without complying with all of the bondholder consent provisions for the amendment of the bond resolutions, bond indentures or like instruments governing the issuance, delivery and administration of all outstanding Local Obligations.

Section 23. Except to the extent of the indemnifications extended to each Third Party Local Agency in the Agreement embodied by this resolution, and the District's agreement to take responsibility for and ownership of the District Improvements, no person or entity, including the Participating Developer, shall be deemed to be a third party beneficiary of this resolution, and nothing in this resolution (either express or implied) is intended to confer upon any person or entity other than the Authority and the District (and their respective successors and assigns) any rights, remedies, obligations or liabilities under or by reason of this resolution.

Section 24. The District shall be identified as a third-party beneficiary of all joint community facilities agreements between the Authority and each Third Party Local Agency to the extent of the indemnification provisions and the provisions whereby each Third Party Local Agency agrees to take responsibility for and ownership of their Improvements.

Section 25. The appropriate officials and staff of the District are hereby authorized and directed to make SCIP applications available to all property owners who are subject to Fees for new development within the District and/or who are conditioned to install Improvements and/or whose plans for new development within the District necessitate new or increased levels of Services and to inform such owners of their option to participate in SCIP; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The District shall designate appropriate staff who shall be responsible for coordination with the Authority, and shall provide the appropriate contact information to the Authority from time to time.

Section 26. The appropriate officials and staff of the District are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related

District and CFD formed until all Local Obligations have been retired and the authority to levy the special tax conferred by any CFD proceedings and to levy the assessment conferred by any assessment proceedings has ended or is otherwise terminated.

* * *

PASSED AND ADOPTED this 12th day of September 2024 by the following vote, to wit:

Crystal Harding-Jenkins
Chairperson, Board of Directors

AYES: Board Members

NOES: Board Members

ABSENT: Board Members

ABSTAIN: Board Members

EXHIBIT A TO THE RESOLUTION

**FORM OF RESOLUTION OF INTENTION
TO BE ADOPTED BY CSCDA**

For Assessment Districts Only

RESOLUTION NO. __ SCIP-

RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE CAPITAL IMPROVEMENTS AND/OR THE PAYMENT OF DEVELOPMENT RELATED FEES FOR PUBLIC CAPITAL IMPROVEMENTS IN THE PROPOSED STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM ASSESSMENT DISTRICT NO. __ ([NAME OF PROJECT]) [CITY OF _____], [COUNTY OF _____], APPROVING A PROPOSED BOUNDARY MAP, MAKING CERTAIN DECLARATIONS, FINDINGS AND DETERMINATIONS CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the “1913 Act”), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code (the “Code”), the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees, capacity fees and/or other development related charges for public improvements (the “Improvement Fees”) and/or to finance certain public capital improvements to be constructed by or on behalf of the property owner(s) and to be acquired by the [City/County of __] or another local agency (the “Improvements”) as described in Exhibit A attached hereto and by this reference incorporated herein, all of which are of benefit to the property within the proposed Statewide Community Infrastructure Program Assessment District No. __ ([name of project]) [City of _____], [County of _____] (the “Assessment District”);

WHEREAS, the Commission finds that the land specially benefited by the Improvements and/or the Improvement Fees is shown within the boundaries of the map entitled “Proposed Boundaries of California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No. __ ([name of project]) [City of _____], [County of _____], State of California,” a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated “Statewide Community Infrastructure Program Assessment District No. __ ([name of project]) [City of _____], [County of _____], State of California”;

WHEREAS, the [City/County of __] is a member of the Authority and has approved the adoption on its behalf of this Resolution of Intention and has consented to the levy of the assessments in the Assessment District;

NOW, THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

Section 1. The above recitals are true and correct.

Section 2. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the "1931 Act"), being Division 4 (commencing with Section 2800) of the Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

Section 3. The Commission has designated a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Code, as supplemented by Section 4 of Article XIID of the California Constitution.

Section 4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the [County of _____] within fifteen (15) days of the adoption of this resolution.

Section 5. The Commission determines that the cost of financing the Improvements and/or the payment of the Improvement Fees shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the financing of the Improvements and/or the payment of the Improvement Fees. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the financing of the Improvements and/or the payment of the Improvement Fees.

Section 6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the Code, to provide for an annual assessment upon each of the parcels of land in the proposed Assessment District to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

Section 7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10 of the Code), and the last installment of the bonds shall mature not to exceed twenty-nine (29) years from the second day of September next succeeding twelve (12) months from their date.

Section 8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1 thereof.

Section 9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.

Section 10. The amount of any surplus remaining in the improvement fund after acquisition of the Improvements and/or payment of Improvement Fees and all other claims shall be distributed in accordance with the provisions of Section 10427.1 of the Code.

Section 11. To the extent any Improvement Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

PASSED AND ADOPTED by the California Statewide Communities Development Authority
this ___ day of _____, 20__.

I, the undersigned, an Authorized Signatory of the California Statewide Communities
Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the
Commission of the Authority at a duly called meeting of the Commission of the Authority held in
accordance with law on _____, 20__.

By _____
Authorized Signatory
California Statewide Communities
Development Authority

EXHIBIT A TO THE RESOLUTION OF INTENTION

DESCRIPTION OF WORK

The payment of development impact fees, capacity fees and/or other development related charges levied within the Assessment District and/or public capital improvements to be acquired and owned by the [City/County of ___] or another local agency upon or for the benefit of parcels within the Assessment District, for the project known as [Project Name], which are authorized to be financed pursuant to the Municipal Improvement Act of 1913 and as to which the owners of the applicable parcels within the Assessment District have applied for participation in SCIP, as more particularly described below.

PAYMENT OF IMPACT FEES, CAPACITY FEES AND/OR OTHER DEVELOPMENT RELATED CHARGES

CAPITAL IMPROVEMENTS*

**Capital improvements includes funding for incidental costs associated with the capital improvements, including but not limited to, contingency, design, engineering, and construction management*

[End of Form of Resolution of Intention]

EXHIBIT B TO THE RESOLUTION
FORM OF ACQUISITION AGREEMENT

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

ACQUISITION AGREEMENT

BY AND BETWEEN
NORTH HIGHLANDS RECREATION AND PARK DISTRICT
AND
[DEVELOPER]

Dated as of _____, 20__

ACQUISITION AGREEMENT

Recitals

A. The parties to this Acquisition Agreement (the "Agreement") are the NORTH HIGHLANDS RECREATION AND PARK DISTRICT, (the "Local Agency"), and [DEVELOPER], a [*indicate type of legal entity*] (the "Developer").

B. The effective date of this Agreement is _____, 20__.

C. The Developer has applied for the financing of, among other things, certain public capital improvements to be owned by the Local Agency (collectively, the "Acquisition Improvements") through the California Statewide Communities Development Authority (the "Authority") and its Statewide Community Infrastructure Program ("SCIP"). [*For CFDS:*][The Acquisition Improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through a community facilities district which will be administered by the Authority under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Sections 53311 and following (the "Act"). On [____], 20[___], the Local Agency entered into a Joint Community Facilities Agreement authorizing the Authority to form a community facilities district (the "District") within the territorial limits of the Local Agency to finance, among other things, the Acquisition Improvements. On [____], 20[___], the Authority formed the District and, on the same date, a landowner election was conducted in which all of the votes were cast unanimously in favor of conferring the District authority on the Authority Commission.] [*For Assessment Districts:*][The Acquisition Improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through an assessment district (the "District") which will be administered by the Authority under and pursuant to Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the "1913 Act") and the issuance of improvement bonds (the "Local Obligations") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act" and, together with the "1913 Act" the "Act").]

D. The administration, payment and reimbursement of the capital facilities fees is agreed to be governed by the provisions of the SCIP Manual of Procedures as it may be amended from time to time. The administration, payment and reimbursement of the Acquisition Improvements shall be as provided herein.

E. Under SCIP, the Authority intends to levy [assessments] [special taxes] and issue bonds, in one or more series, to fund, among other things, all or a portion of the costs of the Acquisition Improvements. The portion of the proceeds of the [special taxes and] bonds allocable to the cost of the Acquisition Improvements, together with interest earned thereon, is referred to herein as the "Available Amount".

F. The Authority will provide financing for the acquisition by the Local Agency of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A is a description of the Acquisition Improvements, which includes authorized discrete and usable

portions, if any, of the public capital improvements, [pursuant to Section 53313.51 of the Act,] to be acquired from the Developer.

G. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the Local Agency will acquire such completed Acquisition Improvements with the Available Amount.

H. Any and all monetary obligations of the Local Agency arising out of this Agreement are the special and limited obligations of the Local Agency payable only from the Available Amount, and no other funds whatsoever of the Local Agency shall be obligated therefor.

I. Attached to this Agreement are Exhibit A (*Acquisition Improvements and the Eligible Portions thereof*) and Exhibit B (*Form of Requisition*), which are incorporated into this Agreement for all purposes.

In consideration of Recitals A through I, inclusive, and the mutual covenants, undertakings and obligations set forth below, the Local Agency and the Developer agree as stated below.

Agreement

ARTICLE I

DEFINITIONS; DISTRICT FORMATION AND FINANCING PLAN

Section 1.01. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

“Acceptable Title” means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the Local Agency Engineer not to interfere with the intended use and therefore are not required to be cleared from the title.

“Acquisition and Construction Fund” means the “North Highlands Recreation and Park District Acquisition and Construction Fund” established by the Authority pursuant to Section 1.03 hereof for the purpose of paying the Acquisition Price of the Acquisition Improvements and which fund may be held as a subaccount within a fund established under the Authority Trust Agreement and may be commingled with acquisition and construction fund monies available for other public capital improvements.

“Acquisition Improvement” shall have the meaning assigned to such term in the recitals and are further described in Exhibit A.

“Acquisition Price” means the total amount eligible to be paid to the Developer upon acquisition of an Acquisition Improvement as provided in Section 2.03 not to exceed the Actual

Cost of the Acquisition Improvement.

“Act” has the meaning ascribed thereto in Recital C.

“Actual Cost” means the total cost of an Acquisition Improvement, as documented by the Developer to the satisfaction of the Local Agency and as certified by the Local Agency Engineer in an Actual Cost Certificate including, without limitation, (a) the Developer’s cost of constructing such Acquisition Improvement including grading, labor, material and equipment costs, (b) the Developer’s cost of designing and engineering the Acquisition Improvement, preparing the plans and specifications and bid documents for such Acquisition Improvement, and the costs of inspection, materials testing and construction staking for such Acquisition Improvement, (c) the Developer’s cost of any performance, payment and maintenance bonds and insurance, including title insurance, required hereby for such Acquisition Improvement, (d) the Developer’s cost of any real property or interest therein that is either necessary for the construction of such Acquisition Improvement (e.g., temporary construction easements, haul roads, etc.), or is required to be conveyed with such Acquisition Improvement in order to convey Acceptable Title thereto to the Local Agency or its designee, (e) the Developer’s cost of environmental evaluation or mitigation required for such Acquisition Improvement, (f) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Acquisition Improvement, (g) the Developer’s cost for construction and project management, administration and supervision services for such Acquisition Improvement, (h) the Developer’s cost for professional services related to such Acquisition Improvement, including engineering, accounting, legal, financial, appraisal and similar professional services, and (i) the costs of construction financing incurred by the Developer with respect to such Acquisition Improvement.

“Actual Cost Certificate” means a certificate prepared by the Developer detailing the Actual Cost of an Acquisition Improvement, or an Eligible Portion thereof, to be acquired hereunder, as may be revised by the Local Agency Engineer pursuant to Section 2.03.

“Agreement” means this Acquisition Agreement, dated as of [_____], 20[___].

“Authority” means the California Statewide Communities Development Authority.

“Authority Trust Agreement” means a Trust Agreement entered into by the Authority and an Authority Trustee in connection with the issuance of bonds.

“Authority Trustee” means the financial institution identified as trustee in an Authority Trust Agreement.

“Available Amount” shall have the meaning assigned to the term in Recital E.

“Bonds” means bonds or other indebtedness issued by the Authority as tax-exempt or taxable bonds or other indebtedness, in one or more series, that is to be repaid by the District.

“Code” means the Streets and Highways Code or the Government Code of the State of California, as applicable.

“Developer” means [*Developer*], its successors and assigns.

“Disbursement Request Form” means a requisition for payment of funds from the Acquisition and Construction Fund for an Acquisition Improvement, or an Eligible Portion thereof in substantially the form contained in Exhibit B hereto.

“District” shall have the meaning assigned to the term in Recital C.

“Eligible Portion” shall have the meaning ascribed to it in Section 2.03 below.

“Installment Payment” means an amount equal to ninety percent (90%) of the Actual Cost of an Eligible Portion.

“Local Agency” means the North Highlands Recreation and Park District.

“Local Agency Engineer” means the Engineer of the Local Agency or his/her designee who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

“Project” means the Developer’s development of the property in the District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within the District.

[“Special Taxes” means annual special taxes, and prepayments thereof, authorized by the District to be levied by the Commission of the Authority.]

“Title Documents” means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements), or an irrevocable offer of dedication of such real property with interests therein necessary to the operation, maintenance, rehabilitation and improvement by the Local Agency of the Acquisition Improvement (including, if necessary, easements for ingress and egress) and a bill of sale or similar instrument evidencing transfer of title to the Acquisition Improvement (other than said real property interests) to the Local Agency, where applicable.

Section 1.02. Participation in SCIP. The Local Agency has adopted a resolution authorizing the Authority to accept applications from time to time of developers within the Local Agency’s jurisdictional boundaries. Developer has applied for financing through SCIP of the Acquisition Improvements, and such application has been approved by the Local Agency. [*For CFDs:*][The terms of a joint community facilities agreement identifying the Acquisition Improvements and the terms and conditions for the District were embodied within the Local Agency Resolution and were accepted by the Authority with respect to the District.] Developer and Local Agency agree that until and unless such financing is completed by the Authority and the Available Amount is deposited in the Acquisition and Construction Fund (as defined in Section 1.03 below), neither the Developer nor the Local Agency shall have any obligations under this Agreement. Developer agrees to cooperate with the Local Agency and the Authority in the completion of SCIP financing for the Acquisition Improvements.

Section 1.03. Deposit and Use of Available Amount.

(a) Upon completion of the SCIP financing, the Available Amount will be deposited by the Authority in the Acquisition and Construction Fund.

(b) The Authority will cause the Authority Trustee to establish and maintain an account (the "Acquisition and Construction Fund") for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the Acquisition and Construction Fund shall remain in the Acquisition and Construction Fund for use as provided herein and pursuant to the Authority Trust Agreement. Money in the Acquisition and Construction Fund shall be available to respond to delivery of a Disbursement Request Form and to be paid to the Developer or its designee to pay the Acquisition Price of the Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the Acquisition and Construction Fund (less any amount determined by the Local Agency as necessary to reserve for claims against the account) (i) shall be applied to pay the costs of any additional Acquisition Improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority [to call Bonds or to reduce Special Taxes as the Authority shall determine][as provided in Section 10427.1 of the Code to pay a portion of the assessments levied on the Project property in the District].

Section 1.04. No Local Agency Liability; Local Agency Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the Local Agency or any actual or alleged omission or failure to act by the Local Agency with respect to SCIP subject the Local Agency to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer's or the Local Agency's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the Local Agency's rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The parties presently anticipate that the Developer has awarded and administered or will award and administer engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the Local Agency or directly to the design consultant) shall be reimbursed at the time of acquisition of such Acquisition Improvements. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of or prior to the acquisition of Acquisition Improvements.

Section 2.02. Letting and Administration of Construction Contracts; Indemnification. State law requires that all Acquisition Improvements not completed prior to the formation of the District shall be constructed as if they were constructed under the direction and supervision, or under the authority, of the Local Agency. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, Developer agrees to comply with any applicable requirements of the Local Agency with respect to the bidding and contracting for the construction of the Acquisition Improvements. The Developer agrees that all the contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California. The Developer's indemnification obligation set forth in Section 3.01 of this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting and prevailing wages.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the Local Agency each Acquisition Improvement to be constructed by Developer (including any rights-of-way or other easements necessary for the Acquisition Improvements, to the extent not already publicly owned), when the Acquisition Improvement has been constructed and is complete to the satisfaction of the Local Agency for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvement. Exhibit A, attached hereto and incorporated herein, contains a list of the Acquisition Improvements. Portions of an Acquisition Improvement eligible for Installment Payments prior to completion of the entire Acquisition Improvement are described as eligible, discrete and usable portions in Exhibit A (each, an "Eligible Portion"). At the time of completion of each Acquisition Improvement, or Eligible Portion thereof, the Developer shall deliver to the Local Agency Engineer a written request for acquisition, accompanied by an Actual Cost Certificate, and by executed Title Documents for the transfer of the Acquisition Improvement where necessary. In the event that the Local Agency Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and eligible work, the Local Agency Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If the further documentation is still not adequate, the Local Agency Engineer may revise the Actual Cost Certificate to delete any disallowed items and the determination shall be final and conclusive.

Certain soft costs for the Acquisition Improvements, such as civil engineering, may have been incurred pursuant to single contracts that include work relating also to the private portions of the Project. In those instances, the total costs under such contracts will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. Where a specific contract has been awarded for design or engineering work relating solely to an Acquisition Improvement, one hundred percent (100%) of the costs under the contract will be allocated to that Acquisition Improvement. Amounts allocated to an Acquisition Improvement will be further allocated among the Eligible Portions of that Acquisition Improvement, if any, in the same proportion as the amount to be reimbursed for hard costs for each Eligible Portion bears to the amount to be reimbursed for hard costs for the entire Acquisition Improvement. Costs will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. The costs of certain environmental mitigation required to mitigate impacts of the public and private portions of the Project will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer.

In the event that the Actual Cost is in excess of the Available Amount, the Local Agency shall withdraw the Available Amount from the Acquisition and Construction Fund and transfer said amount to the Developer. In the event that the Actual Cost is less than the Available Amount, the Local Agency shall withdraw an amount from the Acquisition and Construction Fund equal to the Actual Cost, and shall transfer said amount to the Developer. Any amounts then remaining in the Acquisition and Construction Fund shall be applied as provided in Section 1.03.

In no event shall the Local Agency be required to pay the Developer more than the amount on deposit in the Acquisition and Construction Fund at the time such payment is requested.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment to the Developer or its designee of the Acquisition Price for an Acquisition Improvement from the Acquisition and Construction Fund shall in every case be conditioned first upon the determination of the Local Agency Engineer, pursuant to Section 2.03, that the Acquisition Improvement satisfies all Local Agency regulations and ordinances and is otherwise complete and ready for acceptance by the Local Agency, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the Local Agency with lien releases or other similar documentation satisfactory to the Local Agency Engineer as evidence that none of the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvement, to the extent not already publicly owned) comprising the Acquisition Improvement, and the property which is subject to the [assessments/Special Taxes] of the District, is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

(b) All due and payable property taxes, and installments of [assessments/Special Taxes] shall be current on property owned by the Developer or under option to the Developer that is subject to the lien of the District.

(c) The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

(d) The Developer shall have provided the Local Agency with Title Documents needed to provide the Local Agency with title to the site, right-of-way, or easement upon which the subject Acquisition Improvements are situated. All such Title Documents shall be in a form acceptable to the Local Agency (or applicable governmental agency) and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the Local Agency Engineer insuring the Local Agency as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the Local Agency and the Developer. Each title insurance policy required hereunder shall be in the amount equal to or greater than the Acquisition Price.

Section 2.05. SCIP Requisition. Upon a determination by the Local Agency Engineer to pay the Acquisition Price of the Acquisition Improvements pursuant to Section 2.04, the Local Agency Engineer shall cause a SCIP Requisition to be submitted to the Program Administrator. The Program Administrator will review the SCIP Requisition and forward it with instructions to the Authority Trustee and the Authority Trustee shall make payment directly to the Developer of such amount pursuant to the Authority Trust Agreement. The Local Agency and the Developer acknowledge and agree that the Authority Trustee shall make payment strictly in accordance with the SCIP Requisition and shall not be required to determine whether or not the Acquisition Improvements have been completed or what the Actual Costs may be with respect to such Acquisition Improvements. The Authority Trustee shall be entitled to rely on the SCIP Requisition on its face without any further duty of investigation.

ARTICLE III

MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the Local Agency, the Authority, and each of its respective officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its agents and employees in the performance of this Agreement, or arising out of any contract for the design, engineering and construction of the Acquisition Improvements or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the SCIP financing (provided that the Developer shall have been furnished a copy of such official statement and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the Local Agency's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the Local Agency, the Authority or any of its respective officers, directors, employees or agents, for any negligent or wrongful acts or omissions to act of the Local Agency, Authority, its officers, employees, agents or any consultants or contractors.

Section 3.02. Audit. The Local Agency shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The Local Agency and the Developer agree to cooperate with respect to the completion of the SCIP financing for the Acquisition

Improvements. The Local Agency and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that such consent, approval or acceptance not be unreasonably withheld or delayed, unless such provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.05. Third Party Beneficiaries. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party beneficiaries of this Agreement, including without limitation any owners of bonds, any of the Local Agency's or the Developer's contractors for the Acquisition Improvements and any of the Local Agency's, the Authority's or the Developer's agents and employees.

Section 3.06. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the Local Agency from any condition of development or requirement imposed by any other agreement between the Local Agency and the Developer, and, in the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by the Local Agency and the Developer.

Section 3.07. Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be delivered (via mail or electronic mail) to:

If to the Local Agency:

North Highlands Recreation and Park District
[Address to come]
[Email to come]

If to the Developer:

[Developer]
[Address to come]
[Email to come]

Either party may change its address by giving notice in writing to the other party.

Section 3.08. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.09. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 3.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the District, without the prior written consent of the Local Agency.

Section 3.14. Remedies in General. It is acknowledged by the parties that the Local Agency would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the Local Agency.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the Local Agency shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

NORTH HIGHLANDS RECREATION AND
PARK DISTRICT

By: _____
Authorized Officer

[DEVELOPER],
a [here indicate type of legal entity]

By: _____
Signature

Print Name

Exhibit A to the Acquisition Agreement

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND BUDGETED AMOUNTS

[To be completed based on Final Engineer's Report/developer's budget and cash flows]

Funding includes amounts for incidental costs associated with the capital improvements, including, but not limited to, contingency, design, engineering, and construction management.

ACQUISITION IMPROVEMENTS	TOTAL AMOUNT*
<input type="checkbox"/>	\$ <input type="checkbox"/>
<input type="checkbox"/>	\$ <input type="checkbox"/>

* Estimated. Acquisition Price will be determined based on Actual Cost as further described in this Acquisition Agreement.

Exhibit B to the Acquisition Agreement

FORM OF SCIP REQUISITION

To: BLX Group LLC
SCIP Program Administrator
355 South Grand Avenue, Suite 2700
Los Angeles, California 90071
Attention: Vo Nguyen
Fax: 213-612-2499

Re: Statewide Community Infrastructure Program

The undersigned, a duly authorized officer of the NORTH HIGHLANDS RECREATION AND PARK DISTRICT hereby requests a withdrawal from the [DEVELOPER] ACQUISITION AND CONSTRUCTION FUND, as follows:

Request Date: [Insert Date of Request]

Name of Developer: [Developer]

Withdrawal Amount: [Insert Acquisition Price]

Acquisition Improvements: [Insert Description of Acquisition Improvement(s) from Ex. A]

Payment Instructions: [Insert Wire Instructions or Payment Address for Developer]

The undersigned hereby certifies as follows:

1. The Withdrawal is being made in accordance with a permitted use of such monies pursuant to the Acquisition Agreement, and the Withdrawal is not being made for the purpose of reinvestment.
2. None of the items for which payment is requested have been reimbursed previously from other sources of funds.
3. If the Withdrawal Amount is greater than the funds held in the Acquisition and Construction Fund, the SCIP Program Administrator is authorized to amend the amount requested to be equal to the amount of such funds.

NORTH HIGHLANDS RECREATION AND PARK DISTRICT

By: _____

Title: _____

EXHIBIT C TO THE RESOLUTION

ELIGIBLE FACILITIES AND FEES

Eligible facilities and fees that may be financed by a CFD formed by CSCDA through SCIP include all improvements and fees authorized under the Mello-Roos Act, including but not limited to the following:

Transportation Improvements

Eligible roadway improvements include, but are not limited to: acquisition of land and easements; roadway design; project management; bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete and/or pavers; joint trenches, underground utilities and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including onsite and off-site), enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters, bus and transit improvements including transfer stations and regional public transit improvements; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed herein also include any and all necessary underground potable and recycled water, sanitary sewer, and storm drainage system improvements.

Water System Improvements

Authorized facilities include any and all water facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: water storage, treatment and distribution facilities including waterlines and appurtenances, gate valves, pressure reducing stations, flow meters, fire hydrants, and other improvements related thereto such as site clearing, grading and paving; curbs and gutters; booster pump stations & power; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

Recycled Water System Improvements

Authorized facilities include any and all recycled water system facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: treatment and distribution facilities including pipelines and appurtenances, gate valves, flow meters, booster pump pressurization system, and other improvements related thereto - such as site clearing, grading and paving; curbs and gutters; booster pump stations; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

Drainage System Improvements

Authorized facilities include any and all drainage and storm drain improvements designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: excavation and grading, pipelines and appurtenances, outfalls and water quality measures, detention/retention basins, drainage pretreatment facilities, drainage ways/channels, pump stations, landscaping and irrigation; access roads, gates, and fencing; and striping and

signage and other improvements related thereto.

Wastewater System Improvements

Authorized facilities include any and all wastewater facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to, pipelines and all appurtenances thereto; manholes; tie-in to existing main lines; force mains; lift stations; upgrades to existing lift stations; odor-control facilities; and permitting related thereto; and related sewer system improvements.

Park, Parkway and Open Space Improvements

Authorized facilities include any and all improvements to parks, parkways and open space required for development within the CFD. These facilities include, but may not be limited to: grading, turf, shrubs and trees, landscaping irrigation, site lighting, drainage, sanitary sewer and water service, pedestrian and bicycle trails, protective fencing (including soundwalls), pedestrian/bicycle bridges, storm drain crossings, wetland mitigation, hawk mitigation for authorized facilities herein, access gates and fencing and related open space improvements. Authorized facilities include acquisition of any and all parkland as well as open space/bike trail/public access easements required for development within the CFD.

Electrical System Improvements

Authorized facilities include any and all electrical supply and distribution facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: design, distribution lines, vaults, conduit, trenching, transformers and installation of cabling.

School and Educational Facilities

Authorized facilities include classroom renovation, updates to school safety and security systems, technology improvements, energy efficiency improvements, school modernization and retrofitting, and new classroom and school construction as required for development within the CFD.

Other Public Improvements

Authorized facilities include any and all public facilities and infrastructure designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: community center facilities, library facilities, police facilities, fire suppression and response facilities, other public safety facilities, corporation yards, municipal service centers, public parking garages, and other public buildings.

Fees and Charges

Authorized facilities include the direct funding of any of the above referenced facility types for which the Local Agency collects a development impact fee, capacity charge, fair share contribution, or other development-related fee.

Other Incidental Expenses and Bond Issuance Costs

In addition to the above facilities, other incidental expenses as authorized by the Mello-Roos Community Facilities Act of 1982, including, but not limited to, the cost of planning and designing the facilities (including the cost of environmental evaluation, remediation and mitigation); engineering and surveying; construction staking; utility relocation and demolition costs incidental to the construction of the public facilities; costs of project/construction management; costs (including the costs of legal services) associated with the formation of the CFD; issuance of bonds (if any); determination of the amount of taxes; collection of taxes; payment of taxes; costs of calculating and providing reimbursements from one-time special tax payments; or costs otherwise incurred in order to carry out the authorized purposes of the CFD; and any other expenses incidental to the formation and implementation of the CFD and to the construction, completion, inspection and acquisition of the authorized facilities.

EXHIBIT D TO THE RESOLUTION

ELIGIBLE SERVICES

Services to be funded, in whole or in part, by any CFD formed by the Authority for District Services shall include all direct and incidental costs related to providing for the funding of public safety services, including, but not limited to, police and fire safety, emergency response, and similar services, as well as the funding of services for the maintenance of public improvements. The CFDs may fund services relating to obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provisions of services. The Services may be provided by the District directly with its own employees or by contract with third parties, or any combination thereof.

Services to be financed by a CFD shall be limited to Services that are in addition to those provided in the territory of the CFD prior to the date of creation of the CFD and shall not supplant services already available within that territory when the CFD is created.

CERTIFICATION OF RESOLUTION

I, the undersigned, the duly appointed and qualified Secretary of the Board of Directors of the North Highlands Recreation and Park District, do hereby certify that the foregoing Resolution No. _____ was duly adopted at a regular meeting of the Board of Directors of the North Highlands Recreation and Park District duly and regularly held at the regular meeting place thereof on the _____ day of _____, 20____, of which meeting all of the members of said Board had due notice and at which a majority thereof were present.

An agenda of said meeting was posted at least 72 hours before said meeting at _____, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

Notice of public was published in [name of newspaper] at least 5 days prior to the hearing.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: _____, 20__

Board Secretary

By: _____

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**

THIS AGREEMENT, dated as of June 1, 1988, by and among the parties executing this Agreement (all such parties, except those which have withdrawn in accordance with Section 13 hereof, being herein referred to as the "Program Participants"):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California (the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Program Participants is a "public agency" as that term is defined in Section 6500 of the Government Code of the State of California, and

WHEREAS, each of the Program Participants is empowered to promote economic development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, within its boundaries; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500 of the Government Code of the State of California)) (the "Act") and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of law to promote economic development through the issuance of bonds, notes, or other evidences of indebtedness, or certificates of participation in leases or other agreements (all such instruments being herein collectively referred to as "Bonds"); and

WHEREAS, in order to promote economic development within the State of California, the County Supervisors Association of California ("CSAC"), together with the California Manufacturers Association, has established the Bonds for Industry program (the "Program").

WHEREAS, in furtherance of the Program, certain California counties (collectively, the "Initial Participants") have entered into that certain Joint Exercise of Powers Agreement dated as of November 18, 1987 (the "Initial Agreement"), pursuant to which the California Counties Industrial Development Authority has been established as a separate entity under the Joint Exercise of Powers Act for the purposes and with the powers specified in the Initial Agreement; and

WHEREAS, the League of California Cities ("LCC") has determined to join as a sponsor of the Program and to actively participate in the administration of the Authority; and

WHEREAS, the Initial Participants have determined to specifically authorize the Authority to issue Bonds pursuant to Article 2 of the Joint Exercise of Powers Act ("Article 2") and Article 4 of the Joint Exercise of Powers Act ("Article 4"), as well as may be authorized by the Act or other applicable law; and

WHEREAS, the Initial Participants desire to rename the California Counties Industrial Development Authority to better reflect the additional sponsorship of the Program; and

WHEREAS, each of the Initial Participants has determined that it is in the public interest of the citizens within its boundaries, and to the benefit of such Initial Participant and the area and persons served by such Initial Participant, to amend and restate in its entirety the Initial Agreement in order to implement the provisions set forth above; and

WHEREAS, it is the desire of the Program Participants to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake projects within their respective jurisdictions that may be financed with Bonds issued pursuant to the Act, Article 2, Article 4, or other applicable provisions of law; and

WHEREAS, the projects undertaken will result in significant public benefits, including those public benefits set forth in Section 91502.1 of the Act, an increased level of economic activity, or an increased tax base, and will therefore serve and be of benefit to the inhabitants of the jurisdictions of the Program Participants;

NOW, THEREFORE, the Program Participants, for and in consideration of the mutual promises and agreements herein contained, do agree to restate and amend the Initial Agreement in its entirety to provide as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act, relating to the joint exercise of powers common to public agencies, in this case being the Program Participants. The Program Participants each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to establish an agency for, and with the purpose of, issuing Bonds to finance projects within the territorial limits of the Program Participants pursuant to the Act, Article 2, Article 4, or other applicable provisions of law; provided, however that nothing in this Agreement shall be construed as a limitation on the rights of the Program Participants to pursue economic development outside of this Agreement, including the rights to issue Bonds through industrial development authorities under the Act, or as otherwise permitted by law.

Within the various jurisdictions of the Program Participants such purpose will be accomplished and said powers exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for a period of forty (40) years from the date hereof, or until such time as it is terminated in writing by all the Program Participants; provided, however, that this Agreement shall not terminate or be terminated until the date on which all Bonds or other indebtedness issued or caused to be issued by the Authority shall have been retired, or full provision shall have been made for their retirement, including interest until their retirement date.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

(1) Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Statewide Communities Development Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Program Participants. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any party to this Agreement.

B. COMMISSION.

The Authority shall be administered by a Commission (the "Commission") which shall consist of seven members, each

serving in his or her individual capacity as a member of the Commission. The Commission shall be the administering agency of this Agreement, and, as such, shall be vested with the powers set forth herein, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein.

Four members of the Commission shall be appointed by the governing body of CSAC and three members of the Commission shall be appointed by the governing body of LCC. Initial members of the Commission shall serve a term ending June 1, 1991. Successors to such members shall be selected in the manner in which the respective initial member was selected and shall serve a term of three years. Any appointment to fill an unexpired term, however, shall be for such unexpired term. The term of office specified above shall be applicable unless the term of office of the respective member is terminated as hereinafter provided, and provided that the term of any member shall not expire until a successor thereto has been appointed as provided herein.

Each of CSAC and LCC may appoint an alternate member of the Commission for each member of the Commission which it appoints. Such alternate member may act as a member of the Commission in place of and during the absence or disability of such regularly appointed member. All references in this Agreement to any member of the Commission shall be deemed to refer to and include the applicable alternate member when so acting in place of a regularly appointed member.

Each member or alternate member of the Commission may be removed and replaced at any time by the governing body by which such member was appointed. Any individual, including any member of the governing body or staff of CSAC or LCC, shall be eligible to serve as a member or alternate member of the Commission.

Members and alternate members of the Commission shall not receive any compensation for serving as such but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member or alternate member, if the Commission shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The Commission shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among its members to serve for such term as shall be determined by the Commission. The Commission shall appoint one or more of its officers or

employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve for such term as shall be determined by the Commission.

Subject to the applicable provisions of any resolution, indenture or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived.

The Treasurer of the Authority shall have the powers, duties and responsibilities specified in Section 6505.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Commission but in no event less than \$1,000. If and to the extent permitted by law, any such officer may satisfy this requirement by filing an official bond in at least said amount obtained in connection with another public office.

The Commission shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Commission shall have the power, by resolution, to the extent permitted by the Joint Exercise of Powers Act or any other applicable law, to delegate any of its functions to one or more of the members of the Commission or officers or agents of the Authority and to cause any of said members, officers or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Commission or the Authority.

D. MEETINGS OF THE COMMISSION.

(1) Regular Meetings.

The Commission shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Commission and a copy of such resolution shall be filed with each party hereto.

(2) Special Meetings.

Special meetings of the Commission may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(3) Ralph M. Brown Act.

All meetings of the Commission, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Commission and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Commission.

(5) Quorum.

A majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC shall constitute a quorum for the transaction of business. No action may be taken by the Commission except upon the affirmative vote of a majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Commission such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have any and all powers relating to economic development authorized by law to each of the parties hereto and separately to the public entity herein created, including, without limitation, the promotion of opportunities for the creation and retention of employment, the stimulation of economic activity, and the increase of the tax base, within the jurisdictions of such parties. Such powers shall include the common powers specified in this

Agreement and may be exercised in the manner and according to the method provided in this Agreement. All such powers common to the parties are specified as powers of the Authority. The Authority is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; to sue and be sued in its own name; and generally to do any and all things necessary or convenient to the promotion of economic development, including without limitation the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, all as herein contemplated. Without limiting the generality of the foregoing, the Authority may issue or cause to be issued bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, including Article 2 and Article 4, the Act or any other applicable provision of law.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California county could exercise such powers and perform such duties until a California general law city shall become a Program Participant, at which time it shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by the Authority, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 1988.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2 hereof, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Program Participants and shall thereafter remain the sole property of the Program Participants; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Program Participants.

Section 7. Bonds.

The Authority shall issue Bonds for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement. Said Bonds may, at the discretion of Authority, be issued in series.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The fees and expenses of such counsel, consultants, advisors, and the expenses of CSAC, LCC, and the Commission shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 9. Local Approval.

A copy of the application for financing of a project shall be filed by the Authority with the Program Participant in whose jurisdiction the project is to be located. The Authority shall not issue Bonds with respect to any project unless the governing body of the Program Participant in whose jurisdiction the project is to be located, or its duly authorized designee, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Action to approve or disapprove a project shall be taken within 45 days of the filing with the Program Participant. Certification of approval or disapproval shall be made by the clerk of the governing body of the Program Participant, or by such other officer as may be designated by the applicable Program Participant, to the Authority.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Program Participant, CSAC, or LCC or pledge of the faith and credit of the Program Participants, CSAC, LCC, or the

Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds or the respective project costs except from revenues and other funds pledged therefor. Neither the Program Participants, CSAC, LCC, nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Program Participants nor the faith and credit of CSAC, LCC, or the Authority shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds nor shall the Program Participants, CSAC, LCC, or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any member of the Commission, or any officer, agent or employee of the Authority in his individual capacity and neither the Commission of the Authority nor any officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 10. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Program Participant.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Agency by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with each Program Participant and also with the county auditor of each county in which a Program Participant is located. Such report shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Commission may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

The Treasurer of the Authority, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to each of the Program Participants to the extent such activities are not covered by the reports of the trustees for the Bonds. The trustee appointed under each Indenture shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out this Agreement.

Section 11. Funds.

Subject to the applicable provisions of each Indenture, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Section 10 hereof, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions or purposes of this Agreement.

Section 12. Notices.

Notices and other communications hereunder to the Program Participants shall be sufficient if delivered to the clerk of the governing body of each Program Participant.

Section 13. Withdrawal and Addition of Parties.

A Program Participant may withdraw from this Agreement upon written notice to the Commission; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding under an Indenture. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Commission which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Qualifying public agencies may be added as parties to this Agreement and become Program Participants upon: (i) the filing by such public agency of an executed counterpart of this Agreement, together with a certified copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (ii) adoption of a resolution of the Commission approving the addition of such public agency as a Program Participant. Upon satisfaction of such conditions, the Commission shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

Section 14. Indemnification.

To the full extent permitted by law, the Commission may authorize indemnification by the Authority of any person who is or was a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 15. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the parties hereto for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the party making such advance at the time of such advance.

Section 16. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of Program Participants when performing their

respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged as members of the Commission or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties extraterritorially under the provisions of this Agreement.

Section 17. Amendments.

Except as provided in Section 13 above, this Agreement shall not be amended, modified, or altered except by a written instrument duly executed by each of the Program Participants.

Section 18. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Program Participants at 9:00 a.m., California time, on the date that the Commission shall have received from each of the Initial Participants an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Participant approving this Agreement and the execution and delivery hereof.

Section 19. Partial Invalidity.

If anyone or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 20. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no party may assign any right or obligation hereunder without the consent of the other parties.

Section 21. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement is made in the State of California, under the Constitution and laws of such state and is to be so construed.

This Agreement is the complete and exclusive statement of the agreement among the parties hereto, which supercedes and merges all prior proposals, understandings, and other agreements, including, without limitation, the Initial Agreement, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

Program Participant:

[SEAL]

By _____

Name:

Title:

ATTEST:

By _____

Name:

Title:

North Highlands Recreation and Park District

Board Agenda

To: Crystal Harding, Chairperson
Board of Directors

From: Scott Graham, District Administrator

Date: September 12, 2024

Subject: Joint Use Agreement Extension at Ridgepoint Elementary School and Ridgepoint Park

BACKGROUND

A Joint Use Agreement has been in place since September, 1984 between what is now Twin Rivers Unified School District and North Highlands Recreation and Park District at Ridgepoint School and Ridgepoint Park. District staff has been meeting with representatives from TRUSD since March to address an extension of the agreement. A copy of the proposed Joint Use Agreement is included for review.

DISCUSSION

Over the last forty years the partnership between what is now TRUSD and NHRPD has been a positive one. The school district needs access to the six acres of park land during the school day and year to meet state guidelines and NHRPD has run multiple programs in the multi-purpose room on campus, as well as renting the space for community use. The contract is due to expire on September 24, 2024 and it is mutually agreed by representatives from both Districts that it is a mutual benefit to modernize and extend the agreement on a regular basis. The propose new agreement would be for a five-year term.

A few key components in the new agreement:

1. NHRPD will continue to have access to the multiuse room after school hours for rentals and programs. Ridgepoint will continue to have preferred access to the fields for recess and physical education.
2. The new agreement has a five-year term, the maximum that is now standard procedure by TRUSD.
3. The dedicated park playground area is not included in this agreement. This change is to ensure that District residents have access to the space from dawn to dusk daily. Staff will be pursuing fence options to further enforce the separation of the park space from the school use portion of the property.
4. TRUSD will pay the cost for water use at the property.
5. As a result of negotiations for this agreement, both parties agree to quarterly meetings involving NHRPD staff, School site staff and TRUSD maintenance and operations staff to discuss upcoming projects, use of the property, custodial/maintenance issues, etc.

RECOMMENDATION

NHRPD and TRUSD have had a long and beneficial partnership at Ridgepoint School and Ridgepoint Park. This new agreement will continue this partnership into the future. Staff recommends that members of the Board approve the Joint Use Agreement for Community Recreation Facilities as presented.

JOINT USE AGREEMENT FOR COMMUNITY RECREATION FACILITIES
BETWEEN THE TWIN RIVERS UNIFIED SCHOOL DISTRICT
AND NORTH HIGHLANDS RECREATION AND PARK DISTRICT
(Ridgepoint Elementary School and Ridgepoint Park)

THIS JOINT USE AGREEMENT for Community Recreation Facilities (this “Agreement”) is made and entered into this 17th day of September, 2024 by and between the TWIN RIVERS UNIFIED SCHOOL DISTRICT, a California public school district (the “School District”) and the NORTH HIGHLANDS RECREATION AND PARK DISTRICT, a California special district, (the “Park District”) The School District and the Park District may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the School District owns property commonly known as Ridgepoint Elementary School, located at 4680 Monument Drive, Sacramento, California 95842 (“School Property”); and

WHEREAS, the Park District owns property adjacent to the School Property commonly known as Ridgepoint Park, located at 4680 Monument Drive, Sacramento, California 95842 (“Park Property”); and

WHEREAS, Division 1, Part 7, Chapter 10 (Sections 10900 et seq.) of the Education Code of the State of California (“Chapter 10”), authorizes and empowers public school districts and special districts to organize, promote and conduct such programs of community recreation as will contribute to the attainment of general educational and recreational objectives for children and adults of this State, and authorizes and empowers public authorities to cooperate with each other to carry out the purposes of Chapter 10, and to that end to enter into agreements with each other, and to do any and all things necessary or convenient to aid and cooperate in carrying out the purposes of Chapter 10; and

WHEREAS, Education Code section 17515 further authorizes the School District to enter into joint use agreements with another governmental entity that includes some or all of the territory of the School District for the purpose of the joint use of park and recreation facilities, including an auditorium, or commercial or industrial facilities; and

WHEREAS, the Park District and the School District have a common interest in providing school and community instructional and recreational facilities and programs for the students of the School District and residents of Sacramento County and the surrounding communities; and

WHEREAS, a joint use agreement will benefit the students in the School District and residents of North Highlands and the surrounding communities, providing facilities of interest to such persons; and

WHEREAS, the Park District and the School District have found that it will be in the public interest, economically and practically, to cooperate with regard to the recreational use of the School Property and the Park Property, and therefore desire to enter into this Agreement pursuant to Education Code sections 10900 et seq.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained, the Parties hereto agree as follows:

1. Definitions

- a) Multi-Purpose Room: Multi-Purpose Room means the multi-purpose room, storage areas, and adjacent hallways of the School Property.
- b) Non-School Day: Any day not included in the definition of a school day.
- c) Park Property: The six plus or minus acre parcel of property acquired by the Park District adjacent to the School Property commonly known as Ridgepoint Park, located at 4680 Monument Drive, Sacramento, California 95842, and described in Exhibit A.
- d) Park Use Area: The portion of the School Property available for use by the Park District, and designed so that the area not designated for use by the Park District is separately secured from the Park Use Area, as shown on Exhibit B.
- e) Park Use Period: That period of time commencing one hour after school closes on a School Day and ending at 2:00 a.m., on the next following School Day.
- f) School Use Area: The portion of the Park Property available for use by the School District during the School Use Period, excluding the top north-west corner of the Park Property, which is a dedicated park playground area and that will be enclosed by fencing, as depicted on Exhibit C.
- g) School Use Period: All of any School Day except for the Park Use Period.
- h) School Day: Those days designated annually by the School District as instruction days on its Student Calendar as days when the Site will be utilized by the School District for school purposes.
- i) School Facilities: Those facilities constructed on the School Property used by the School District for school purposes.
- j) School Property: The four plus or minus acre parcel of property acquired by the School District commonly known as Ridgepoint Elementary School, located at 4680 Monument Drive, Sacramento, California 95842, and described in Exhibit D.

- k) Site: The entire ten plus or minus acre site, comprising of both the Park Property and the School Property, as shown on Exhibit E. The Parties acknowledge and agree that if the lot line between the Park Property and the School Property needs to be adjusted, the Parties will cooperate to take all necessary action to effectuate the lot line adjustment. If necessary, once the lot line adjustment is complete, the Parties will execute an amendment to this Agreement to document the lot line adjustment.

2. **Use of Facilities.**

- a) School District Use of Park Property and Site. Pursuant to the terms of this Agreement, the Park District hereby provides the School District the right to use the School Use Area of the Park Property during the School Use Period. School District shall have the right to exclusive use of the School Use Area of the Park Property during the School Use Period. On any non-school day, and during the Park Use Period of a School Day, the Park Property and the Park Use Area should be under the exclusive jurisdiction and control of the Park District. The top north-west portion of the Park Property that is not included in the School Use Area, which is a dedicated park playground area, shall be enclosed by a fence in a location that is mutually agreed upon by the Parties. The fence shall be erected by the Park District at the cost and expense of the Park District.

In order to use the Park Property during times outside of the School Use Period, the School District shall submit a request for such use to the Park District fourteen (14) days prior to the date of the requested use. Requests shall be submitted to Scott Graham, the Park District's District Administrator, at scott@nhrpd.org. The Park District will confirm requested use within seven (7) days of submission. The School District shall notify the Park District of any change of requested use as early as possible, and the Park District shall make all reasonable efforts to accommodate such requests.

- b) Park Use Area. Pursuant to the terms of this Agreement, the School District hereby provides the Park District the right to use the Park Use Area during the Park Use Period.
- c) Liens and Encumbrances. Each Party accepts the premises subject to all existing liens, encumbrances, charges, conditions, covenants, easements, restrictions, rights-of-way, and other matters of record.
- d) Scheduling of Uses. All scheduling of events during the times that the Park Use Area and Park Property are under the jurisdiction and control of the Park District shall be done by the Park District. First priority shall be given to the School District for use of the Park Use Areas for school purposes. School uses shall include but not be limited to School District functions, school board

meetings, school class activities, and school related activities and organizations such as school committees, PTA meetings and parent group meetings. If areas of the School Property other than the Park Use Area are made regularly available for public use by School District, then School District shall give first priority to Park District for use of such areas.

- e) Coordination. To allow the Park District's weekly routine maintenance activities to take place safely, including mowing, trimming and irrigation system upkeep, the School District will coordinate the School District's educational programs and activities with Park District staff. Such routine maintenance activities typically take place early in the morning but may change.

3. Supervision.

- a) Park District Use of School District Property and Multi-Purpose Room. The Park District shall be solely responsible for supervising activities provided by the Park District at the Park Use Area. During any time the Multi-Purpose Room is used by Park District, its invitees, or licensees, the Park District shall have at least one responsible person on the site to regulate and control public use of the areas, to enforce the rules and regulations mutually adopted by the School District and the Park District pursuant to the provisions of this Article, and to assure that the portions of the School Property not designated as a Park Use Area, are secured as per design.
- b) School District Use of School Use Area. The School District shall be solely responsible for supervising the educational programs and activities provided by the School District that occur at the School Use Area and during the School Use Period.
- c) Security. It is understood and agreed by the Parties hereto that the School District maintains an integrated fire and intrusion alarm system with central reporting on all of its school sites, including the School Property. The Park District employee present on the site during the periods of Park District use shall be responsible for securing the Park Use Area upon the completion of periods of Park District use. School District shall be responsible for securing the school facilities except the Park Use Area.
- d) Drug Free and Tobacco Free Policies. In accordance with District Board Policy, no drugs, alcohol, and/or smoking are allowed at any time in any building and/or on any grounds on the School Property. No Park District staff, visitors, contractors, or subcontractors are permitted to use controlled substances, alcohol, or tobacco on or at the School Property. Smoking by the public on the Park Property shall be permitted only in those areas designated by the Park District, and subject to such regulations as the Park District may adopt from time to time.

4. **Parking.** The Parties shall work together to ensure appropriate public access to the parking lot(s) at the Site.

5. **Third Party Use Fees (Civic Center Act).** Use of the Park Use Area shall be subject to the provisions of the Civic Center Act, Education Code section 38130 et seq., and the School District regulations adopted pursuant thereto.

- a) Under Education Code section 38130 et seq., the Civic Center Act allows the School District to make school facilities, including the School Property and the Park Use Area, available to community groups after school and on weekends.
- b) The School District must authorize use of school facilities and grounds by a nonprofit organization or by a club or association organized to promote youth and school activities, including Girl Scouts; Boy Scouts; Camp Fire USA; YMCA; parent-teacher association; school-community advisory council; and a recreational youth sports league that charges participants no more than a nominal fee (no more than \$60/month).
- c) The School District's Board may charge an amount not to exceed its direct costs for use of its school facilities by any entity, including a religious organization or church that arranges for and supervises sports league activities for youths.
- d) The School District's Board that authorizes the use of school facilities or grounds for the purposes of conducting religious services shall charge the church or religious denomination an amount at least equal to the School District's direct costs.
- e) In the case of entertainment or a meeting where an admission fee is charged or contributions are solicited, and the net receipts are not expended for the welfare of the pupils of the School District or for charitable purposes, a charge equal to fair rental value shall be levied for the use of the school facilities or grounds.

6. **Utilities and Maintenance.**

- a) **Utilities.** School District shall be responsible for the payment of all utility costs for the Site, except as otherwise provided herein.
- b) **Maintenance.** School District shall repair and maintain all buildings, including but not limited to the structural portions, exterior walls, roof and interiors thereof, all structures except as herein provided, driveways, parking areas, and other paved surfaces unless such maintenance or repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the Park District, its agents, employees, invitees, or licensees; normal wear and tear excepted, in which case the Park District shall pay the School District the actual cost of such maintenance and repairs. School District shall not be liable for any

failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to School District by Park District. Any such maintenance and repairs by School District shall be scheduled at such times as to cause the least possible disruption of Park District activities. School District shall provide janitorial services to all parts of the School Property, including the Park Use Area, except that Park District, upon the termination of Park District's periods of use, shall remove all trash from the Park Use Area, return any equipment or supplies to storage areas, and replace any furniture or other equipment in a manner directed by School District, as necessary to make the premises ready for School District's use.

Park District shall repair and maintain the grounds, including, but not limited to, the landscaping, irrigation systems, and any recreational structures or facilities constructed on the Park Property, unless such maintenance or repairs are caused in part or in whole by the act, neglect, fault, or omission of any duty by the School District, its agents, employees, invitees, or students, normal wear and tear excepted, in which case School District shall reimburse Park District the actual costs of such maintenance and repairs. Park District shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Park District by School District. Any such maintenance and repairs by Park District shall be scheduled at such times as to cause the least possible disruption of school activities.

- c) Invoicing. The School District will invoice the Park District in accordance with the above, and the Park District shall pay all undisputed amounts of such invoices within thirty (30) days.

7. **Damage to Property.**

- a) Damage to Park Property. Each Party shall be responsible for any and all damages to the Park Property and surrounding property which may be incurred as a proximate cause of any activity conducted by such Party. If damage to the Park Property occurs during a period of joint use of Ridgepoint Park, and the Parties cannot immediately agree which Party's activity was the proximate cause of such damage, the Parties shall comply with the Conflict Resolution procedures set forth herein. Outside of the School District's use period during the school year months, the School District shall not be responsible for damage caused by the normal wear and tear of the Park Property. School District shall inform Park District of any dangerous conditions at the Park Property. Park District shall notify the School District in writing of any damage to the Park Property caused by School District as soon as reasonably possible and shall provide the School District an itemized bill of the cost(s) for the replacement or repair of such damaged property.

- b) Damage to Park Use Area. Each Party shall be responsible for any and all damages to Park Use Area and surrounding property which may be incurred as a proximate cause of any activity conducted by such Party. If damage to Park Use Area occurs during a period of joint use of Park Use Area and the Parties cannot immediately agree which Party's activity was the proximate cause of such damage, the Parties shall comply with the Conflict Resolution procedures set forth herein. Park District shall not be responsible for damage caused by the normal wear and tear of the Park Use Area. Park District shall inform School District of any dangerous conditions at the Park Use Area. School District shall notify the Park District in writing of any damage to the Park Use Area caused by Park District as soon as reasonably possible and shall provide the Park District an itemized bill of the cost(s) for the replacement or repair of such damaged property.

- c) If any improvement is damaged or destroyed to the extent that the cost of the work of repair exceeds 80% of the replacement value of the improvement, the Party required to repair and maintain the improvement may restore and replace the improvement as required above or may, by written notice to the other Party, elect instead to raze the improvement that was damaged or destroyed. Within thirty (30) days after such notice, the other Party may, by written notice to the Party electing to raze the improvement, elect to itself, repair, restore or replace the improvement. The Party with the duty to maintain the improvement shall not raze such improvement until the expiration of the time for said notice of election. Should a Party elect to repair, restore or replace any improvement in lieu of razing it, the Party with the duty to repair or maintain shall reimburse the other Party to the extent of any insurance proceeds received. Nothing in Section 7.(b), above, defining the duty of maintenance shall be construed as limiting any right given elsewhere in this Agreement to demolish, remove, replace, alter, relocate, reconstruct, or add to any improvement on the site.

8. Alterations and Improvements.

- a) In order to improve recreational opportunities and facilities, the Designated Representatives (defined herein), or their respective designees, may meet from time to time to consider the joint funding of capital improvements to be recommended to the respective legislative bodies. No alteration or improvements shall be made by the Park District to the District Property without the prior written consent of the District. No alteration or improvements shall be made to the Park Property, other than landscaping, by the Park District without prior written communication of at least ninety (90) days or more to the School District. Any such improvements shall be subject to all statutes, rules, and regulations applicable to public works projects. Park District shall, at its expense, submit plans for each such improvement to the applicable departments or agencies required under the California law, as applicable. In the event improvements are constructed on the School Property, then title to such improvements shall be held by the School District, unless the

Parties enter into a written agreement to the contrary. The School District shall not be required to pay the Park District any contribution for improvements constructed on the School Property, even if such improvements were installed prior to the execution of this Agreement.

- b) Relocatables. School District shall have the right, from time to time, as it deems necessary or advisable in its discretion, to place on the Site on either temporary or permanent foundations, relocatable buildings for use as classrooms, offices, or storage, or such other use as School District deems necessary. Any encroachment on the Park Property shall have the prior written approval of the Park District. In addition, any relocatable structures placed on Park Property shall be placed on temporary foundations. Such relocatables shall remain the property of School District and may be removed or relocated at School District's discretion, at any time. School District shall have the right to construct and place any utilities, walkways, paved areas, or such other improvements as are necessary or convenient for School District to utilize said relocatables. Any encroachment on the Park Property shall have the prior written approval of the Park District.

9. Indemnification; Hold Harmless.

- a) Park District shall indemnify and hold harmless the School District, its trustees, officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys' fees arising out of or in connection with Park District's use of the Park Use Area or its performance of its obligations contained in this Agreement caused in whole or in part by any negligent act or omission of the Park District, except where caused by the active, negligence, sole negligence, or willful misconduct of the School District.
- b) School District shall indemnify and hold harmless the Park District, its directors, officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys' fees arising out of or in connection with School District's use of the Park Property or its performance of its obligations contained in this Agreement caused in whole or in part by any negligent act or omission of the School District, except where caused by the active, negligence, sole negligence, or willful misconduct of the Park District.

10. Insurance. Each Party shall provide to the other Party certificates of insurance and property damage insurance (the "**Insurance**") in not less than the following amounts:

Bodily Injury Liability	\$5,000,000 each occurrence
Bodily Injury Liability	\$5,000,000 aggregate
Property Damage Liability	\$5,000,000 each occurrence
Property Damage Liability	\$5,000,000 aggregate

Each Party shall provide to the other Party a current and valid Certificate of Insurance naming the other Party as an additional insured for each policy required. The Insurance shall be placed with admitted insurers in California with a rating of “A” or better from the current Best Rating Guide.

11. **Notice.** Any notice required or permitted to be given under this Agreement, including but not limited to invoices and/or payments, shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, to the addresses of the respective Parties as set forth below:

TO SCHOOL DISTRICT: Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652
Attn: Chief Business Official

TO PARK DISTRICT: North Highlands Recreation and Park District
6040 Watt Avenue
North Highlands, CA 95660
Attn: District Administrator

12. **Term.** The Term of this Agreement shall commence on the date of execution and shall continue in force and govern all transactions between the Parties hereto for a period of five (5) years from the date of execution, unless earlier cancelled or terminated by either Party in accordance with the provisions set forth in this Agreement.

13. **Termination.** This Agreement may be terminated by either Party, with or without cause, upon sixty (60) days written notice.

a) **Closing of School.** School District shall have the right, during the Term of this Agreement, to close Ridgepoint Elementary School located on the School Property, convert the school facilities to offices, storage, or such other uses as School District may in its discretion determine to be in the best interest of the School District, or may lease all or any portion of the School Property, or any portion or all of the space within any buildings on the School Property, on such terms as School District in its discretion deems advisable, provided that School District shall not by such change in use prevent Park District’s use of the Park Use Area as otherwise provided in this Agreement.

b) **Declaration of Surplus by School District or Park District.** Both School District and Park District expressly reserve the right to declare the School Property and the Park Property surplus as provided in the Education Code and Public Resources Code, respectively.

- i. Park Property. If Park District should declare all or any portion of the Park Property surplus, Park District shall notify School District, in writing, of such determination. School District may, within ninety (90) days of the date of receipt of such notice, offer to purchase the portion of the Park Property declared surplus by the Park District. The purchase price shall be agreed upon by the Parties and based on fair market value. If School District does not make such offer to purchase within the ninety (90) day period, this Agreement shall terminate, and Park District may sell or otherwise dispose of the Park Property as the Park District may determine.
- ii. Right of First Refusal – School District. At any time after the date this Agreement is fully executed, the Park District receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Park Property, including without limitation any offer seeking an assignment or transfer of this Agreement or an offer to purchase an easement with respect to the Park Property (“Offer”), the Park District shall immediately furnish School District with a copy of the Offer. School District shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but School District may assign its rights to a third party. If School District chooses not to exercise this right or fails to provide written notice to the Park District within the ninety (90) day period, Park District may sell, convey, assign or transfer such property interest in or related to the Park Property pursuant to the Offer, subject to the terms of this Agreement. If Park District attempts to sell, convey, assign or transfer such property interest in or related to the Park Property without complying with this Section, the sale, conveyance, assignment or transfer shall be void. School District shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Park District complies with this Section. The School District’s failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section with respect to any future proposed conveyances unless otherwise agreed to in writing by the Parties.
- iii. School Property. If School District should declare all or any portion of the School Property surplus, with the intention of selling or disposing of such property, School District shall notify Park District, in writing, of such determination. Park District, may within ninety (90) days of the date of receipt of such notice, offer to purchase the portion of the School Property declared surplus by the School District. The purchase price shall be agreed upon by the Parties and based on fair market value. If Park District does not make such offer to purchase within the ninety (90) day period, this Agreement shall terminate, and School District may sell or otherwise dispose of the School Property at its discretion.

- iv. **Right of First Refusal for Park District.** If at any time after the Effective Date, the School District receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to School Property, including without limitation any offer seeking an assignment or transfer of this Agreement or an offer to purchase an easement with respect to the School Property (“Offer”), the School District shall immediately furnish Park District with a copy of the Offer. Park District shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Park District may assign its rights to a third party. If Park District chooses not to exercise this right or fails to provide written notice to the School District within the ninety (90) day period, School District may sell, convey, assign or transfer such property interest in or related to the School Property pursuant to the Offer, subject to the terms of this Agreement. If School District attempts to sell, convey, assign or transfer such property interest in or related to the School Property without complying with this Section, the sale, conveyance, assignment or transfer shall be void. Park District shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until School District complies with this Section. The Park District’s failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section with respect to any future proposed conveyances unless otherwise agreed to in writing by the Parties.

14. **Exclusions.** This Agreement shall supersede any and all previous Agreements entered into between the Park District and the School District regarding the use of the Park Property and Park Use Area.

15. **Designated Representative.** The “Designated Representative” for the School District shall be the Director of Facilities Construction and Planning and the “Designated Representative” for the Park District shall be the Park & District Administrator. Park District shall supply keys to the Park Property to the School District’s Designated Representative, if necessary. School District shall supply keys to the Park Use Area to the Park District’s Designated Representative, if necessary.

16. **Personnel.** Each Party shall be solely responsible for the hiring and termination of its own personnel necessary to conduct its activities to be held at the Park Property and Park Use Area pursuant to this Agreement. Except as otherwise provided herein, the Parties agree that personnel hired by Park District shall be employees of Park District only and shall not be construed to be employees of the School District for any purpose whatsoever and that personnel hired by School District shall be employees of School District only and shall not be construed to be employees of the Park District for any purpose whatsoever.

17. **Amendments.** This Agreement may only be modified or changed by written amendment thereto executed by both the Park District and the School District.

18. **Binding.** This Agreement shall be binding upon the Park District and the School District and upon their respective successors, executors, administrators, and assigns. Neither the Park District nor the School District may assign or transfer their respective rights or interests under this Agreement without the written consent of the other.

19. **Conflict Resolution.**

- a) Except in the event of a Party's failure to comply with applicable laws, rules, and regulations as required by the Compliance with Law section herein, notwithstanding any disputes between School District and Park District hereunder or in connection with the Park Property and the Park Use Area, Park District and School District shall each continue to perform their respective obligations hereunder pending a subsequent resolution of such disputes.
- b) In the event of a dispute or conflict between the Parties regarding this Agreement, the Parties shall first informally meet and confer and attempt to negotiate a resolution of the controversy at issue.
- c) If a dispute or conflict remains unresolved after an informal meeting of the Parties, the conflict or dispute shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") or JAMS. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either Party commencing arbitration proceedings as described in the subsection below.
- d) All claims, disputes or other matters in controversy between the Parties arising out of or pertaining to this Agreement which are not fully resolved through the mandatory mediation set forth in the subsection above shall be settled and resolved by binding arbitration conducted under the auspices of the AAA. The award rendered by the Arbitrator(s) shall be final and binding upon the Parties. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure § 1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference.
- e) In any legal or equitable action or proceeding, including arbitration and mediation, and other litigation brought either to enforce or interpret the terms of this Agreement, each party shall bear its own attorneys' fees, costs, and expenses incurred therein, including expert witness fees and costs.

20. **Section Headings, Severability and Waiver.** The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope

of any provision of this Agreement. If any provision of this Agreement or the application thereof is held invalid, it shall be deemed severable, and the remainder of the Agreement shall remain valid and in full force and effect. The waiver of either Party of any breach or any term, covenant or condition herein shall not constitute a waiver of any subsequent breach of the same or any other term, covenant or condition herein.

21. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument.

22. Compliance with Law. The Parties hereto shall comply with all applicable Federal, State and local laws, rules, and regulations, including but not limited to the Americans with Disabilities Act of 1990 and the regulations promulgated thereunder, as amended from time to time (“ADA”).

- a) The Parties also agree to comply with any and all laws, regulations or guidance released by the County of Sacramento, State of California, or the federal government regarding operating modifications and protective procedures required in light of COVID-19, as amended from time to time.
- b) The Parties shall comply with all applicable environmental requirements, rules and orders, including any applicable storm-water discharge requirements.

IN WITNESS WHEREOF, the Parties have executed this Joint Use Agreement as evidenced by the signatures below, of their respective, duly authorized representatives.

TWIN RIVERS UNIFIED SCHOOL DISTRICT,
a California public school district

By: _____
Ryan DiGiulio, Chief Business Official

NORTH HIGHLANDS RECREATION AND PARK DISTRICT,
a California special district

By: _____
Chairperson, Board of Directors

Attest: _____
Secretary, Board of Directors

EXHIBIT A

Description of the Park Property

ALL THAT CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA; BEING A PORTION OF PARCEL "C" OF THAT CERTAIN PARCEL MAP, FILED FOR RECORD IN BOOK 54 OF PARCEL MAPS, PAGE 17, SACRAMENTO COUNTY RECORDS; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS THE FOLLOWING SEVEN COURSES FROM THE INTERSECTION OF THE CENTERLINES OF SPRIG DRIVE AND ELKHORN BOULEVARD AS SAID INTERSECTION IS SHOWN ON THE PLAT OF PEPPERWOOD UNIT NO. 1, FILED IN BOOK 155 OF MAPS, PAGE 12, COUNTY OF SACRAMENTO RECORDS: (1) N 88°15'04" E 228.40 FT.; (2) ON THE ARC OF A TANGENT 2,000.00 FT. RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09°05'30", FOR AN ARC LENGTH OF 317.36 FT.; (3) N 07°20'34" E 250.00 FT.; (4) ON THE ARC OF A 1,000.00 FT. RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24°03'35", FOR AN ARC LENGTH OF 419.92 FT.; (5) N 16°43'01" W 351.85 FT.; (6) ON THE ARC OF A 1,000.00 FT. RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°46'52", FOR AN ARC LENGTH OF 188.17 FT.; AND (7) N 27°29'53" W 659.85 FT. TO THE POINT OF BEGINNING; THENCE LEAVING SAID POINT OF BEGINNING ON THE FOLLOWING THIRTEEN COURSES: (1) S 62°30'07" W 158.08 FT.; (2) ON THE ARC OF A TANGENT 800.00 FT. RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13°04'21", FOR AN ARC LENGTH OF 182.53 FT.; (3) N 14°25'32" W 213.01 FT.; (4) N 47°15'45" W 26.82 FT.; (5) N 41°13'24" W 28.77 FT.; (6) N 05°23'17" W 549.14 FT.; (7) N 88°55'31" E 347.52 FT.; (8) S 01°04'29" E 215.92 FT.; (9) S 33°59'28" E 233.45 FT.; (10) S 66°32'18" E 212.91 FT.; (11) S 37°32'10" E 30.00 FT.; (12) ON THE ARC OF A NON-TANGENT 1,000.00 FT. RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS N 37°32'10" W, THROUGH A CENTRAL ANGLE OF 10°02'17", FOR AN ARC LENGTH OF 175.20 FT.; AND (13) S 62°30'07" W 106.50 FT. TO THE POINT OF BEGINNING.

SUBJECT TO A ROAD RIGHT-OF-WAY AS GRANTED TO THE COUNTY OF SACRAMENTO BY THAT CERTAIN DEED FILED FOR RECORD IN BOOK 840502, OFFICIAL RECORDS, PAGE 220, COUNTY OF SACRAMENTO RECORDS.

CONTAINING 6.00+ ACRES (NET), MORE OR LESS.

EXHIBIT B

Depiction of the Park Use Area

The Park Use Area is outlined in red.



Ridgepoint
4680 Monument Drive, Sacramento CA 95842

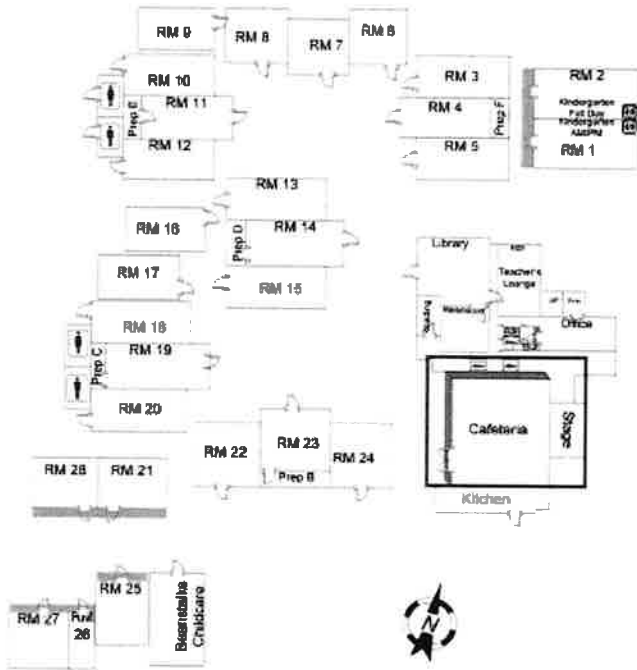


EXHIBIT C

Depiction of the School Use Area

The School Use Area is outlined in red.



Exhibit D
Description of the School Property

LEGAL DESCRIPTION

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA; BEING A PORTION OF PARCEL "C", AS SHOWN ON THE PARCEL MAP ENTITLED: "BEING A PORTION OF SECTION "J" AND "49" OF RANCHO DEL PASO, AS SHOWN ON RECORD OF SURVEY 18 R/S 17", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON DECEMBER 20, 1979, IN BOOK 54 OF PARCEL MAPS, MAP NO. 17, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS THE FOLLOWING TWO COURSES FROM THE WEST TERMINUS OF THE CENTER LINE OF MONUMENT DRIVE AS SAID TERMINUS IS SHOWN ON THE PLAT OF "RIDGEPOINT UNIT 1", FILED FOR RECORD IN BOOK 143 OF MAPS, MAP NO. 5, COUNTY OF SACRAMENTO RECORDS: (1) ON THE ARC OF A 1,550.00 FEET RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 06° 31' 58" WEST THROUGH A CENTRAL ANGLE OF 00° 41' 04", FOR AN ARC LENGTH OF 0.48 FEET TO A POINT OF REVERSE CURVATURE; (2) ON THE ARC OF A 365.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 49° 29' 38", FOR AN ARC LENGTH OF 315.30 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID POINT OF BEGINNING ON THE FOLLOWING ELEVEN COURSES: (1) SOUTH 56° 00' 32" WEST 102.21 FEET; (2) ON THE ARC OF A 1,000.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 01' 52", FOR AN ARC LENGTH OF 122.72 FEET TO A POINT OF REVERSE CURVATURE; (3) ON THE ARC OF A 1,000.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03° 20' 10", FOR AN ARC LENGTH OF 80.84 FEET; (4) NORTH 37° 32' 10" WEST 30.00 FEET; (5) NORTH 66° 32' 28" WEST 212.91 FEET; (6) NORTH 33° 59' 28" WEST 233.45 FEET; (7) NORTH 01° 04' 29" WEST 215.92 FEET; (8) NORTH 88° 55' 31" EAST 39.84 FEET; (9) ON THE ARC OF A 375.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 32° 54' 58", FOR AN ARC LENGTH OF 215.44 FEET; (10) NORTH 56° 00' 32" EAST 47.03 FEET; AND (11) SOUTH 33° 59' 28" EAST 529.14 FEET TO THE POINT OF BEGINNING.

APN: 219-0042-030

Property more commonly known as: 4680 Monument Drive, Sacramento, CA 95842

EXHIBIT E

Depiction of the Site

