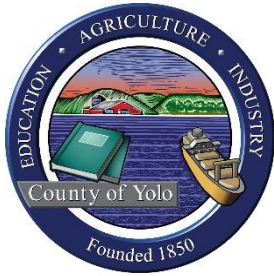




Esparto Community Park & Aquatic Center

PROJECT SITE CHANGE APPROVAL REQUEST

Yolo County | January 20, 2017



COUNTY OF YOLO

Office of the County Administrator

Patrick S. Blacklock
County Administrator

625 Court Street, Room 202 Woodland, CA 95695
(530) 666-8150 FAX (530) 668-4029
www.yolocounty.org

January 20, 2017

Mary Baum, Associate Park & Recreation Specialist
State of California
Department of Parks and Recreation
Office of Grants and Local Services
1416 9th Street, Room #918
Sacramento, CA 95814

**RE: ESPARTO COMMUNITY PARK AND AQUATIC CENTER PROJECT (ID #31248) –
PROJECT SITE CHANGE APPROVAL REQUEST**

Dear Ms. Baum,

Yolo County was awarded \$2,896,000 in March 2012 as part of Round Two of the Statewide Park Program for our Esparto Community Park and Aquatic Center Project (ID #31248). The County and the Esparto citizens continue to be supportive and committed to the completion of this community project. In light of the challenges and proposed solutions below, please consider this formal request for approval to change the project site location.

Site Change Justification and Proposal

The original site for the Esparto Community Park and Aquatic Center Project at 25747 Grafton Street has posed significant environmental challenges. The large grove of elderberry bushes creates significant barriers to the success of the project. This includes increased costs related to mitigation needs and reduction in the size of the site to less than 7.5 acres resulting in the inability to deliver all the amenities proposed in the grant application.

The County, in collaboration with Esparto community leaders, has identified an alternate site for this project. The site is 8.67 acres of vacant land off of California Highway 16 in Esparto at the corner of Yolo Avenue and Plainfield Street. It is a combination of 6.8 acres (APN# 049-160-014) owned by the Esparto Unified School District and 1.87 acres (APN#049-160-017) privately owned by Mr. and Mrs. Nicolas Herrera. The Esparto Unified School District has approved a shared land use agreement with the County (see **Attachment A**) and the Herrera's are interested in selling their property to the County (see **Attachment B**). Both parcels are commercially zoned. Yolo County is committed to securing the project site land following approval of this site change request (see **Attachment C**).

This new location has always been the preferred site for this project. This location was submitted as part of the Statewide Park Development and Community Revitalization Program of 2008. This site has several advantages over the original proposed site including: Location, Land and Cost. This location serves as the gateway into the Town of Esparto. It will offer a beautiful visual off the main highway in the Capay Valley. The project will be very visible to the community and will allow for improved accessibility. It is close to downtown, adjacent to a public transportation route, and will allow easier access for residents coming from the surrounding

rural towns. The Esparto High School is directly across the street to the north of the proposed project site and the Elementary and Middle Schools are a few blocks away. The land is without environmental restrictions and its size will allow for the full development of the proposed project. The land has been well maintained as farm land which will ease construction and minimize costs.

Community Outreach

Community outreach and feedback has been an important element throughout the life of this project. As shown below and in **Attachment D**, multiple community outreach opportunities have been coordinated for the citizens of Esparto.

- A webpage, www.yolocounty.org/esparto-community-park-aquatic-center-project, dedicated to sharing project information has been maintained on the County's website since the original grant award.
- A Project Development Team (PDT) was formed in 2015 to guide the planning and development process, and to allow an outlet for community input. The PDT includes: 11 community members and 5 Yolo County staff members. The PDT has met 8 times since the original grant award and 4 times in consideration of the proposed site change (see **Attachment D**). The meetings start at 6:00 PM and are held at the Esparto Regional Library during open hours. The objectives of the meetings are to receive project updates, to provide County planners with community feedback, to serve as an opportunity for the public to learn about the project's progress, and to act as a venue for the public to provide input.
- Prior to the formation of the PDT and continuing today, many community groups include the "Esparto Community Park & Aquatic Center" as an agenda item at their monthly public meetings. The agenda items include reports, updates, and opportunities for public input on the park project. The Esparto Community Advisory Committee meetings (see **Attachment D**), as well as the Esparto Community Service District, Capay Valley Vision, and the New Seasons Community Development Corporation each include the project on their monthly meeting agendas. Both the Esparto Community Advisory Committee and the Esparto Community Service District have publicly noticed meetings and agendas. Both of the committees' meetings are open to the public, are held in centrally located buildings that are accessible via public transit, and are held in the evenings so that they are accessible to residents with day time work schedules.
- The Esparto Unified School District (EUSD) meetings on November 11, 2016, December 14, 2016, and January 18, 2017 included presentations and/or discussions regarding the new site proposal (see **Attachment D**). Each EUSD meeting is publicly noticed at the Esparto Regional Library and online. The EUSD board meetings are open to the public and held at 6:00 PM in the Esparto High School Alice Marsh Hall meeting room across the street from the proposed site.
- Finally, a Community Meeting was held on January 12, 2017 at 7:00 PM specifically seeking public input on this project. This meeting was advertised in the local newspaper, the Valley Voice, and held in the Esparto Regional Library meeting room (see **Attachment D**). The meeting was well attended with 30 people participating in project question and answer conversations and receiving updates on the proposed site change. An information sheet (see **Attachment E**), was shared and no objections to the site change or project were noted. Additions were made to the project "wish list" which will be described in more detail later in this letter.

To date, the County has received four letters of support (see **Attachment F**) and three concerns associated with the proposed park site change. One in-person concern was shared at the Esparto Revival celebration. The community member indicated that the new site is in a busier part of the community and would not be as peaceful to have a picnic as the originally proposed location. The second concern was shared via phone from a resident who expressed the preference to have the park located on a parcel with an existing use. She suggested that the park be built where the existing fire station is on Yolo Avenue and find a new location for the fire station. This is not a feasible location due to its small parcel size and current use of the Esparto Fire Station and Boy Scout Cabin/Community Hall. The third concern associated with the proposed park site change comes from conversations had with the resident living on the southwest corner of the proposed site. The primary concerns of this resident stem from the proximity of the proposed project parking area to his property and the potential for increased noise and traffic. Discussion with this resident continue and we are open to redesigning these specific areas to lessen potential impacts to this property owner.

Site Demographics

The demographics of the new location are more advantageous and align considerably better with the goals of the program (see **Attachment G**). The total population is increased by more than 30% (from 1,118 to 1,609). Significant poverty is evidenced by the number of people below the poverty line being increased by more than 40% (from 117 to 197) and the decrease in median household income by 3% (from \$54,343 to \$52,895) in this area of Esparto. The park acreage is slightly increased from 0 to 1 as well as the park acres per 1,000 population from 0 to 0.66.

Surrounding Parks

The Esparto Community Park is the only existing park in Esparto and the surrounding areas (see **Attachment G**). It is a small park that has limited functions and uses. It includes a small children play structure, one barbeque, three picnic tables, and one stall restrooms. The existing park is used each weekend during the non-rainy season for family celebrations and does not provide enough picnic table space for the families having outdoor parties. It is impacted because it does not have enough space. Our project site plan (see **Attachment H**) includes an outdoor recreational park that promotes physical activity and provides outdoor gathering space for family celebrations. It will include an aquatic center to include six 25-yard lanes and a leisure pool, two soccer/football fields, one basketball court, one little league/softball diamond and a half-mile walking trail. The aquatic center (approximately 41,000 square feet) will include a 2,700 square foot main building and field restrooms for park use. The project will also include a parking area for 60 cars and several picnic areas. The facility will be in walking distance from the public schools and allow school hour access to the High School due to its very close proximity. There is currently no public pool in Esparto. The closest access public pool is in the City of Winters or Woodland.

School District Collaboration

The Esparto Unified School District (EUSD) will share the facility in a way that will allow public access at all times. Shared use specifics are included in the Land Use Agreement (see **Attachment A**) that outlines how groups will reserve and schedule use of the facility. The EUSD will not prohibit the use of the facility by the public during normal business hours.

Additional Information and Attachments

With exception of a revised cost estimate (see **Attachment I**) and a revised project timeline, (see **Attachment J**), everything else in the original application remains the same. The excitement and hope of the new location has inspired community leaders to gather support from

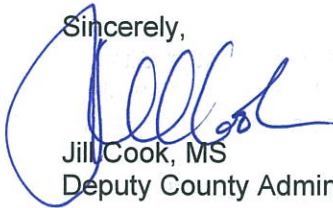
funding partners. Funders are encouraged by this partnership with the School District and the recreation opportunities it presents for school children in Esparto and the community-wide benefits. As an example, the idea of having a school swim team brings a sense of pride to the entire community. A “wish list” or additional amenities list for features beyond what was included in the grant has been initiated. Thus far, the list includes a foot/walking bridge (from the high school property into the park), bleachers, lights, bike racks, showers, and a snack bar. Approximately \$200,000 has already been raised.

Attached please find the completed Notice of Determination (see **Attachment K**) for the California Environmental Quality Act Mitigated Negative Declaration prepared for the new proposed site. This document was posted with the Office of Planning and Research (OPR) on December 16, 2016 allowing a 30-day comment period which ended on January 17, 2017 at 5:00 PM. The comments received do not alter the conclusions of the original CEQA MND and no new information has been received that would require the County to amend or recirculate this document.

If this site change request is not approved, the project will need to be built at the original project site around the elderberry bush 100 foot buffer zones. This will reduce the size of the aquatic center, parking area, and walking trail. It would completely eliminate one of the soccer/football fields. Additionally, access to the site will be costly, as the planned access cannot occur due to the proximity of the elderberry bush grove buffer zone.

Should you have any questions or need additional information, please do not hesitate to contact me at (530) 666-8699 or via email at jill.cook@yolocounty.org.

Sincerely,



Jill Cook, MS
Deputy County Administrator

JC:mn

- Attachments:
- A. Land Use Agreement with Esparto Unified School District
 - B. Intent to Sell Letter (Herrera Property)
 - C. Intent to Secure Project Land (Yolo County)
 - D. Community Outreach
 - E. Project Information Sheet
 - F. Letters of Support
 - G. Fact Finder Report
 - H. Revised Site Plan
 - I. Revised Cost Estimate
 - J. Revised Project Timeline
 - K. Notice of Determination for the Esparto Park and Aquatic Recreation Center California Environmental Quality Act Mitigated Negative Declaration (SCH#: 2016122033)

Attachment A.
Land Use Agreement with
Esparto Unified School District

**MEMORANDUM OF UNDERSTANDING
AND
JOINT USE AGREEMENT BETWEEN
ESPARTO UNIFIED SCHOOL DISTRICT
AND
THE COUNTY OF YOLO
FOR THE CONSTRUCTION AND USE OF RECREATION CENTER FACILITIES**

THIS AGREEMENT made and entered into this 18th day of January, 2017, by and between the Esparto Unified School District (hereinafter “School District”), a California public school district, and the County of Yolo (hereinafter “County”), a political subdivision of the State of California.

RECITALS

WHEREAS, California Education Code section 10900, *et seq.*, (“Community Recreation Programs Law”) authorizes public authorities 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 and further empowers public authorities to cooperate with each other to attain such objectives;

WHEREAS, the Community Recreation Programs Law defines “recreation” to include “any activity, voluntarily engaged in, which contributes to the . . . mental, or moral development of the individual or group participating therein, and includes any activity in the fields of . . . art, handicrafts . . . nature contacting, aquatic sports, and athletics . . .”;

WHEREAS, School District and County are authorized under California law to operate and maintain recreation centers, as defined in Education Code section 10901(f), for community recreation (“Recreation Centers”);

WHEREAS, the School District and County wish to improve the recreational opportunities for the population of western Yolo County;

WHEREAS, the County proposes to construct Recreation Center Facilities as more fully described in Section 2 herein to meet the needs of the community and the School District;

WHEREAS, the School District owns an approximate 6.8 acre parcel of vacant Land as more fully described in Section 1 herein that would be suitable for the Recreation Center Facilities and that would be consistent with the School District purposes;

WHEREAS, the School District desires to make available to the County such Land for the construction and joint use of the Recreation Center Facilities;

WHEREAS, the California Department of Parks and Recreation (“Grantor”) awarded the County with a grant to develop and construct the Recreation Center Facilities (“Grant”), and such Grant requires the Land be available for such recreational uses for thirty (30) years;

WHEREAS, the effectiveness of this Agreement is contingent upon the County’s receipt of approval by the Grantor of the location of the Recreation Center Facilities.

WHEREAS, in providing the Land pursuant to this Agreement, the School District reaffirms such action as lying within the purpose and mission of the School District and determines that such Land is not surplus property;

WHEREAS, the School District determines that this Agreement fulfills school purposes; and

WHEREAS, the County determines that it is in the best interest of Yolo County, its citizens and school children to participate in providing recreation services in Esparto.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises of the covenants hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. DESCRIPTION OF LAND.

The land is an approximate 6.8 acre vacant parcel of real property located at the corner of Yolo Avenue and Plainfield Street (A.P.N. 049-160-014), Esparto, CA (“Land”). A legal description of the Land subject to this Agreement is attached hereto as Attachment “A.” The District hereby grants a non-exclusive license to County to use the Land for purposes of constructing and operating the Recreation Center Facilities as described herein pursuant to the terms of this Agreement.

2. DESCRIPTION AND OWNERSHIP OF RECREATION CENTER FACILITIES.

a. Description of Recreation Center Facilities: The Recreation Center Facilities to be constructed by the County consist of improvements to the Land to include a community swimming pool and aquatic center, outdoor basketball court, athletic fields (baseball, softball and soccer), walking trail, storm water detention basin, setback from slough, and parking lot, as more fully described in Attachment “B” which is hereby incorporated by reference.

b. Ownership of the Recreation Center Facilities. The County shall own the Recreation Center Facilities constructed on the Land during the term of this Agreement. The title to the Land shall remain with the School District throughout the term of this Agreement. Upon expiration or sooner termination of this Agreement, the Recreation Center Facilities and all buildings and improvements shall automatically belong to and become the property of School District, free from any rights, claims and liens of County or any person, agency, political subdivision, firm or corporation claiming under County without any compensation therefore from School District to County or to any other person, agency, political subdivision, firm or corporation. On the expiration or sooner termination of this Agreement such building and improvements shall be surrendered to School District, excepting that movable furniture, personal property and trade fixtures may be removed by County at or before the expiration or sooner termination of this Agreement, provided, however, that the removal of any of the property so excepted will not structurally injure the building or improvements or render the buildings or

improvements or any part thereof unfit for use and occupancy. County shall pay the cost of restoration of, or repairing any damage to, the Land arising from the removal of the property so excepted.

3. CONSTRUCTION OF RECREATION CENTER FACILITIES

a. Construction of Recreation Center Facilities. County shall be responsible for the design, construction, financing and maintenance of the Recreation Center Facilities. The School District shall be consulted concerning the design of the Recreation Center Facilities and shall review the plans and specifications. The County agrees that all design and construction shall comply with all applicable state, federal, and/or local laws, ordinances pertaining to construction on school district property and School District policies in connection with such design and construction. The School District authorizes the County to construct, operate and maintain the Recreation Center Facilities in accordance with this Agreement and the terms of the Grant between the State of California Department of Parks and Recreation and the County.

b. Construction Obligation; Condition Precedent to Construction. County shall enter into a construction contract with a licensed California general contractor (“General Contractor”) for construction of the Recreation Center Facilities on the Land in accordance with the approved plans, shall cause such General Contractor to commence construction no later than December 31, 2017, and substantially complete construction no later than June 30, 2019, as required by the Grant.

c. Condition Precedent to Construction. Before commencement of any work upon the Land, County shall deliver to School District (i) copies of all site permits and approvals obtained to date, (ii) evidence of builder’s risk insurance in accordance with requirements of the School District, (iii) evidence of proper worker’s compensation insurance as procured to cover all persons employed by County and its agents in connection with the construction of the improvements on the Land, and (iv) evidence of construction funding and construction equity for the entire Recreation Center Facilities.

d. Compliance With Law and Quality. The Recreation Center Facilities shall be constructed, and all work performed on said Land and all buildings or other improvements erected on said Land shall be in accordance with all valid laws, ordinances, regulations and orders of all federal, state, county or local governmental agencies or entities having jurisdiction over said Land. All work performed on said Land pursuant to this Agreement, or authorized by this Agreement, shall be done in a good workmanlike manner. Completion of construction of the Recreation Center Facilities (“Completion of Construction”) shall be deemed to have occurred in full compliance with all valid laws, ordinances, regulations and orders when valid final Certificates of Occupancy or their equivalent have been issued by the proper governmental agencies or entities for all structures or other improvements comprising the Recreation Center Facilities

e. Mechanics’ Lien. County hereby agrees to indemnify and save School District harmless from and against any loss, damage or liability arising out of any mechanics’ liens for claims for labor or services, materials or supplies or equipment performed or furnished to the Land after the Commencement Date.

f. **Obligation to Maintain Insurance.** County shall maintain, and shall cause any contractor making substantial improvements on the Recreation Center Facilities to procure or shall have procured and continuously maintain such insurance policies as are required under this Section 3.f. (individually an “Insurance Policy” and collectively, the “Insurance Policies”).

i. **Insurance Policies.** County shall procure or cause to be procured and maintain or cause to be maintained in full force and effect the Insurance Policies:

A) **General Liability Insurance.** Comprehensive or commercial general liability insurance, including supplementary coverage of Blanket Contractual Liability (specifically including County’s indemnity obligations under this Agreement and any other Documents), Broad Form Property Damage, Personal Injury Liability with the “employee” and “contractual” exclusions deleted, Product and Completed Operations Liability, Fire Legal Liability, Business Automobile Bodily Injury and Property Damage Liability extending to owned, non-owned and hired vehicles of County or its general contractor used in performance of any County obligations hereunder, amended as necessary to comply with Governmental Requirements. Such coverage shall insure on an occurrence basis against claims for “personal injury” and “property damage”, including but not limited to bodily injury, death or property damage occurring upon, in or about the Recreation Center Facilities, including construction and staging areas, or any adjoining sidewalk, streets and passageways. Such coverage shall take effect and afford protection immediately upon execution of this Agreement. Such policy shall have an initial minimum coverage limit per occurrence of not less than \$5,000,000 with respect to personal injury or death to any one or more persons or damage to property (i.e. combined single limit), and carry a deductible per occurrence of not more than \$25,000. At any time during the term of this Agreement, and from time to time, School District may provide notice to County that the level of general liability insurance being maintained by County under this subsection (i) is no longer adequate because it is less than the level of insurance coverage that is then customary with comparable operations in Yolo County, and request that the minimum limit hereinabove designated shall be increased accordingly. County shall promptly provide for the requested increase in general liability insurance coverage.

B) **Builder’s Risk Insurance.** Throughout the course of any Work of Improvement that is “substantial”, coverage of the type now known as builder’s completed value risk insurance, as delineated on an All Risk Builder’s Risk 100% Value Non-Reporting Form. Such insurance shall insure against direct physical loss or damage by fire, lightning, wind, storm, explosion, collapse, underground hazards, flood, vandalism, malicious mischief, glass breakage and such other causes as are covered by such form of insurance. Such policy shall include (i) an endorsement for earthquake, unless earthquake insurance is not commercially available, (ii) an endorsement for broad form property damage, breach of warranty, demolition costs and debris removal, (iii) a “Replacement Cost Endorsement” in amount sufficient to prevent County from becoming a co-insurer under the term of the policy, but in any event in an amount not less than 100% of the then full replacement cost, to be determined at least once annually and subject to reasonable approval by School District, and (iv) an endorsement to include coverage for budgeted soft costs. The replacement cost coverage shall be for work performed and equipment, supplies and materials furnished to the Property or any adjoining sidewalks, streets and passageways, or to any bonded warehouse for storage pending incorporation into the work, without deduction for physical depreciation and with a deductible not exceeding \$25,000 per

occurrence (except that earthquake coverage shall carry a deductible not to exceed 10% of the policy amount, or such other deductible amount as the School District may determine is acceptable, in light of the cost of the premium for such insurance.

C) All Risk Insurance. Coverage of the type now known as All Risk Replacement Cost Insurance, insuring against loss or damage by fire, lightning, wind, storm, explosion, collapse, underground hazards, flood, vandalism, malicious mischief, glass breakage and such other causes as are covered by such form of insurance, covering all improvements on the Land against direct physical loss or damage. Such policy shall include (A) an endorsement for earthquake, unless earthquake insurance is not commercially available, (B) an endorsement for broad form property damage, breach of warranty, demolition costs and debris removal, and (C) a "Replacement Cost Endorsement" in amount sufficient to prevent County from becoming a co-insurer under the terms of the policy, but in any event in an amount not less than 100% of the then full replacement cost of the improvements at the Recreation Center Facilities (exclusive of the cost of excavations, foundations and footings below the lowest basement floor), to be determined at least once annually and subject to reasonable approval by School District without deduction for physical depreciation and with a deductible not exceeding \$25,000 per occurrence (except that earthquake coverage shall carry a deductible not to exceed 10% of the policy amount); and

D) Workers' Compensation Insurance. Workers' compensation insurance, to be carried by County and all its general contractors, subcontractors and consultants, in an amount and form sufficient to meet all applicable Governmental Requirements and employer's liability coverage to a limit of not less than \$1,000,000, with respect to personal injury or death to any one or more persons or damage to property. Such policies shall cover all persons or damage to property. Such policies shall cover all persons providing labor or services to or on behalf of County, its general contractor, subcontractors or consultants and all risks to such persons arising out of construction, ownership, use, occupancy, repair or maintenance of the Recreation Center Facilities or entry onto the Recreation Center Facilities.

E) Errors and Omissions Insurance. Unless waived by School District, errors and omissions insurance, specifically and exclusively designated for the Recreation Center Facilities, to be carried by each of County's architects and engineers on any Work of Improvement that is "substantial." Such insurance shall provide a minimum coverage limit per claim of not less than \$500,000, or such lesser amount as School District may approve, in writing. Such policy may be written on a "claims made" basis provided it commences as to each named insured upon execution of each covered contract, continues until Completion and includes at least a five (5) year discovery period after the end of each such policy period for submitting claims. Such policy shall provide coverage against loss or liability arising out of willful, negligent or innocent errors, omissions and misfeasance of the insured party in performing its contractual and professional obligations relating to the design, engineering and construction of the Subsequent Work of Improvement, and shall include such endorsements as reasonably required by School District.

ii. Requirements Regarding Insurance. Each Insurance Policy required under this Section (or the particular Insurance Policies specified below) shall;

A) Be in a form and substance as is then standard in California for policies of like coverage;

B) Be issued by insurance carriers qualified and licensed to engage in the insurance business in the State of California and having a current Policyholder's Management and Financial Size Category Rating of not less than "A X" according to A. M. Best's Insurance Reports Key Rating Guide or if such rating system shall cease, then of recognized financial responsibility approved by School District in writing;

C) Provide coverage on an occurrence basis, except for the errors and omissions Insurance Policies;

D) Provide that the Insurance Policy cannot be canceled, suspended, lapsed or modified upon less than thirty (30) days' prior written notice by registered or certified mail to School District and County;

E) Delivery of Insurance Policies. After delivery of each initial Insurance Policy pursuant to this Agreement, not less than thirty (30) days prior to the expiration date of each Insurance Policy required hereunder, County shall deliver to the School District: (a) a complete certified copy of each such Insurance Policy or renewal or replacement Insurance Policy provided, however, if the insurance carrier agrees in writing to provide such certified copy to the School District upon request, delivery of a certificate of insurance shall be sufficient for purposes of this clause (a); (b) satisfaction evidence of payment of the premium therefor; and (c) a certificate of the insurance broker or agent in form reasonably satisfactory to School District, stating the identity of all carriers, identity of named and additional insureds, type of coverage, description of all endorsements, policy limits, deductibles, subrogation waiver, other essential policy terms (e.g. full replacement coverage, tail periods, etc.) and a statement of noncancellation.

iii. No Limit on Liability. School District makes no representation that the limits of liability specified for the Insurance Policies to be carried pursuant to this Section 3.f. are adequate to protect County against its undertakings under this Agreement, or to protect any general contractor, architects, engineers or other consultants against their respective undertakings. In no event shall the limits of any coverage maintained or caused to be maintained by County limit County's liability under this Agreement or limit the liability of any general contractor, architect, engineer or other consultants under their respective contracts, warranties, guarantees and indemnities, School District shall not be limited to the amount of the insurance premium not paid in the proof of any damages any of them may claim against County or any other person arising out of or by reason of failure of County, any general contractor, architects, engineers or other consultants to provide and keep in force the Insurance Policies required by this Section 3.f.; but School District shall instead be entitled to recover the full amount of damages available.

g. The School District understands that the County may delegate construction and/or operational roles of the Recreation Center Facility to other entities provided, however, such entities comply with the terms of this Agreement.

h. The County shall be responsible for complying with the California Environmental Quality Act (“CEQA”) and all applicable statutes, regulations, ordinances and rules applicable to this Agreement.

i. Easements. Both parties recognize that utility easements may be required for sewer, water, telephone, electrical, and gas lines in connection with the construction of the Recreation Center and use of the Land. Both parties agree to cooperate in determining the location of any such easements prior to the construction of the Recreation Center Facilities. County acknowledges that the School District must comply with California legal requirements as a prerequisite to the granting of easements on District property. Both parties agree to cooperate in the grant of any additional easements which may become necessary in connection with the construction, use and operation of the Recreation Center Facilities. To the extent any such utility easements would result in shared utility use between the School District property other than the Land and the County, the parties shall share responsibility for such costs on a pro rata basis in accordance with their respective uses. Should County draw electricity or other utility services to the Land from School District utility suppliers, separate meters shall be installed at the County’s sole expense. County shall pay for the electricity and other utility services it consumes in its operations to the utility provider or to the School District if necessary, except as otherwise agreed between the parties. County shall have no responsibility for easements used solely for School District property other than the Land.

j. During construction, County shall cause to have installed a fence separating the Land from the Esparto High School and shall require such safety measures for the protection of School District students during the construction of the Recreation Center Facilities.

4. USE OF RECREATION CENTER FACILITIES.

a. Recreation Center Facilities shall be used in accordance with the terms and conditions set forth in this Agreement, including the following:

i. School District and County may utilize the Recreation Center Facilities without monetary consideration to the other Party.

ii. With respect to the use of Facilities, School District and County shall conduct quarterly meetings for the purpose of scheduling anticipated uses of the Facilities (“Scheduling Meetings”).

A) School District and County shall each designate a representative as the contact person for conducting Scheduling Meetings.

B) At each Scheduling Meeting the School District and County shall agree upon a schedule, in writing, for the coming quarter with respect to the use of the Facilities, including, but not limited to, the proposed times, and scheduled uses of the Facilities.

C) After the schedules are set at the Scheduling Meetings, both Parties shall notify each other in case of any scheduling changes. In the event of an unanticipated event

that is not included on the schedules set at the Scheduling Meetings, each Party agrees to reasonably accommodate the other Party with respect to such event.

b. The Recreation Center Facilities shall be open to the public seven days a week. Notwithstanding anything in this Agreement to the contrary, School District shall have first priority use of the Recreation Center Facilities, Monday through Friday (except on School Holidays), from one-half (1/2) hour before the commencement of the school day until one-half (1/2) hour after school closing time. School Holidays shall be defined as those days or portions of days when school is not in session.

c. School District shall notify County at the Scheduling Meetings of any school athletic events that are anticipated to extend more than one half (1/2) hour beyond a school's closing time so that such games may be included in the schedule which is agreed upon at the Scheduling Meetings. In addition, should School District require the use of any Facilities for any California Interscholastic Federation activity, such use shall take precedent over any pre-existing use at any of the Facilities as long as forty-eight (48) hours' notice is given, whether or not such use is during school hours or included in the schedules agreed upon at the Scheduling Meetings.

d. Each Party agrees to utilize the Facilities in conformance with federal and state law, as well as School District and County administrative regulations, ordinances, and policies.

e. The use of Recreation Center Facilities by County shall be in such a manner, as not to interfere with the School District's scheduled use of Recreation Center Facilities.

f. The Parties agree that each Party shall provide all materials and equipment to be used in their respective activities. Selected permanent equipment, which is owned by the District on the Land, may be used by the County. Selected permanent equipment, which is owned by the County on the Land, may be used by the District.

g. Locks - Keying and Access Authorization. The lock style, types of gates, and key/code authorization to be utilized at each individual facility within the Recreation Center Facilities will be coordinated in such a manner to allow dual access while maintaining the safety and property security of such facility.

h. Joint Parking. The Parties concur to allow parking in designated areas which will minimize off-site parking intrusion to surrounding properties.

i. Utilities. County shall promptly pay, when due, all charges for any and all utilities (including, without limitation, water, sewage, electricity and gas) supplied to Recreation Center Facilities.

j. Recreation Program Costs. Except as otherwise provided, neither Party shall be responsible to the other Party for the cost of the other Party's recreation programs or the cost of any third-party organization, which might benefit from a particular aspect of this Agreement. The County covenants and agrees to bear all costs that it should incur with respect to the operation of any recreation program, including the cost of service of its employees and incidental costs in connection therewith. School District covenants and agrees to bear all costs that should incur in respect to the operation of any school activity. The Parties acknowledge that each Party

may charge reasonable fees for the use of Facilities as permitted under the laws of California to offset the costs associated with establishing, coordinating and conducting certain recreation programs.

k. Recreation Organizations. With respect to Recreation Organizations, County shall be responsible for the scheduling of recreation programs by such Recreation Organizations. County shall require each of the Recreation Organizations to execute a document stating the following:

[Name of Recreation Organization] agrees to hold harmless, defend, and indemnify School District and County against all actions, claims, or demands, for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of County and/or School District, its agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the Facilities by **[Name of Organization]** or its agents, servants or employees.

5. MAINTENANCE, OPERATIONS AND REPAIR RESPONSIBILITIES.

a. The County shall be responsible for the maintenance and operations of the Recreation Center Facilities. The County may delegate such maintenance responsibilities to other entities, provided that such entities comply with the terms of this Agreement. Each Party shall exercise due care in the use of, and keep the Recreation Center Facilities clean, sightly, and sanitary at all times while using it and shall not permit any garbage, debris, or waste of any kind to collect or remain on the Land. The County implemented a special benefit assessment through a Proposition 218 proceeding in the Madison-Esparto Regional Community Service Area (“MERCOSA”) to generate a funding source for the operation and maintenance of the Recreation Center Facilities throughout the term of this Agreement.

b. Each Party shall be wholly responsible to repair, remediate or fund the replacement or remediation of any and all damages or vandalism to the Recreation Center Facilities caused by its respective uses.

c. The Parties agree that a County sponsored local recreation organization (“Recreation Organization”), may be allowed to provide special maintenance or improvements to a Facility which is considered beneficial to all Parties as long as such other Party or Recreation Organization complies with any and all applicable laws and regulations regarding the provision of maintenance and/or construction of improvements to facilities owned by public entity.

d. The Parties agree that all Facilities will be kept in good repair and in a manner suitable for usage by County, School District and Recreation Organizations. However, to

maintain the condition of the Facilities, downtime maintenance is required. Activities cannot be scheduled at Facilities during this maintenance period.

e. The Parties agree to schedule any planned renovation and/or repairs in a manner to minimize impact upon each other, Recreation Organization and other community uses and to submit any planned renovation/repairs to Facilities at the Scheduling Meetings so as to assist in accurate seasonal planning.

f. The Parties agree to inform the other Party of any unsafe conditions on the Land by the close of business on the next day following the observation.

g. Improvements.

i. The School District shall obtain prior written consent of the County to make any alterations, additions, or improvements to the Recreation Center Facilities; the County shall obtain prior written consent of the School District to make any alterations, additions, or improvements to the Recreation Center Facilities.

ii. Any such alterations, additions, or improvements will be at the expense of the requesting party, unless otherwise agreed upon.

6. CIVIC CENTER ACT.

a. Both Parties acknowledge that Recreation Center Facilities are identified as a “Civic Center” pursuant to the Civic Center Act (Education Code section 38130, *et seq.*) and that the use of Recreation Center Facilities must comply with the provisions of the Civic Center Act. Both Parties understand that other individuals and/or entities may utilize the Recreation Center Facilities pursuant to the Civic Center Act and other provisions of law, including, but not limited to, such license agreements as the District may determine to enter into.

7. TERM OF THIS AGREEMENT.

a. **Original Term.** The term of this Agreement shall be for a period of thirty (30) years and shall commence upon written notice from the County to the School District that Grantor has approved the location of the Recreation Center Facilities (“Effective Date”), which notice shall be delivered no later than July 1, 2017. In the event the County fails to provide notice to the School District of receipt of Grant funds pursuant to this Section 7.a., this Agreement shall automatically be null and void without further action by the Parties.

b. **Option to Renew.** The Parties may extend this Agreement by mutual agreement for an additional term of up to five (5) years (“Subsequent Term”).

8. TERMINATION OF AGREEMENT.

a. The School District or County may terminate this Agreement by mutual written consent at any time throughout the term of the Agreement.

b. Either party may terminate this Agreement in the event the other party materially

breaches the terms of this Agreement. In such case, notice of breach must be delivered to the breaching party who then shall have thirty (30) calendar days to cure the breach, unless an additional thirty (30) day extension of time to cure is granted in the sole discretion by the non-breaching party. In the event the breaching party fails to cure the breach within thirty (30) calendar days, then this Agreement shall immediately terminate.

c. Upon expiration or termination of this Agreement, title to the Recreation Center Facilities shall automatically vest in the School District without any act of County or any third party. County shall remove any personal property housed on the land, or such personal property shall be otherwise disposed of as mutually agreed upon in writing.

9. INDEMNIFICATION AND INSURANCE.

a. Mutual Indemnification.

i. School District agrees to hold harmless, defend, and indemnify County against all actions, claims, or demands for injury, death, loss, or damage, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of County, its agents, servants, or employees), whenever such injury, death, loss or damage is a consequence of, or arises out of the use of the Recreation Center Facilities by School District or its agents, servants, employees, or implementation of this Agreement. Notwithstanding the foregoing, the District's obligation to defend the County or any of its agents and employees for any judgment or settlement shall extend only to the percentage of negligence of the District in contributing to such claim, damage, loss and expense. The District waives all subrogation rights against the County for benefits paid to its employees for injuries growing out of the performance of this contract.

ii. County agrees to hold harmless, defend, and indemnify School District against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of School District, its agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the Facilities by County or its agents, servants, employees, or implementation of this Agreement including, without limitation, negligent acts or omissions of County and/or Recreation Organizations involving the condition of the Recreation Center Facilities for which the County was obligated to maintain. Notwithstanding the foregoing, the County's obligation to defend the District or any of its agents and employees for any judgment or settlement shall extend only to the percentage of negligence of the County in contributing to such claim, damage, loss and expense. The County waives all subrogation rights against the District for benefits paid to its employees for injuries growing out of the performance of this contract.

iii. The provision of indemnity set forth in this Section shall not be construed to obligate a Party to pay any liability, including, but not limited to, punitive damages, which by law would be contrary to public policy or otherwise unlawful.

b. Insurance.

i. During the term of this Agreement, School District and County shall either be self-insured or maintain a comprehensive liability insurance policy providing coverage for public liability, bodily injury and property damage. It is understood by both parties that they are both covered members of YCPARMIA, and that payments made under the indemnification agreement will be counted as costs against the responsible party for premium purposes.

c. **Privileges and Immunities.** Notwithstanding anything to the contrary in this Agreement, neither Party waives any of the privileges and immunities from liability, exemptions from laws, ordinances, rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of either Party.

10. NOTICES.

a. All formal notices, demands, and communications between the Parties shall be given either by: (i) personal service; (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery; or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

If to School District: Attention: Superintendent
 Esparto Unified School District
 26675 Plainfield Street
 Esparto, CA 95627

If to County: Attention: County Administrative Officer
 County of Yolo
 625 Court Street, Room 202
 Woodland, CA 95695

b. Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective at noon on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent to such other addresses as any Party may from time to time designate in a notice delivered in accordance with the requirements of this Section.

c. The Parties will provide each other after-hours emergency contact phone numbers of appropriate supervisory staff which shall be periodically updated. Such lists will also include emergency contact numbers for other facilities which may be utilized in the event of a community emergency.

11. DISPUTE RESOLUTION.

a. The Parties shall exercise good faith efforts to resolve through negotiation any disputes arising out of this Agreement. In the event the Parties are unable to resolve any such

disputes, each party shall nominate a representative, who together shall appoint a third individual. The three individuals shall resolve the dispute by majority decision which shall be put in writing and distributed to the Parties. Such decision shall be final unless either Party elects to seek relief from a court of competent jurisdiction within thirty (30) calendar days from the date of the mailing of the written decision. Any costs and fees associated with the services of a third party provided herein shall be shared equally between the Parties. Any lawsuit filed regarding this Agreement shall be filed in Superior Court of the State of California, County of Yolo, Woodland California.

12. MISCELLANEOUS.

a. **Binding on Successors.** The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all the Parties hereto.

b. **Inconsistent Use.**

i. In the event that School District's governing board should determine that County's use of Recreation Center Facilities are inconsistent with School District's use of the Facilities for school purposes or that County's use interferes with the education programs and activities at Recreation Center Facilities, the Parties agree to resolve such dispute pursuant to Section 11 of this Agreement.

ii. In the event that County's governing board should determine that School District's use of Recreation Center Facilities are inconsistent with County's use of the Facilities for County purposes or that School District's use interferes with the community programs and activities at Recreation Center Facilities, the Parties agree to resolve such dispute pursuant to Section 11 of this Agreement.

c. **Official Representatives.** The official representatives for School District and County shall be the Superintendent or his/her designee and County Manager or his/her designee respectively. These official representatives shall be responsible for assuring compliance with the rules for use of the Facilities including, without limitation, School District and County's administrative regulations.

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

e. **Effect Of Recitals.** The Recitals and Exhibits herein are deemed true and correct, are hereby incorporated into this Agreement as though fully set forth herein, and the Parties acknowledge and agree that they are bound by the same.

f. **Force Majeure.** Notwithstanding any other terms and conditions hereof, in the event that a Party is materially unable to perform any of its obligations hereunder because of severe weather, natural disasters, riots, wars, acts of terrorism, governmental action or other events of force majeure beyond the Party's control, then such Party shall, upon written notice to

the other Party hereof, be relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events; provided that such Party shall at all times use its best efforts to resume such performance.

g. **No Assignment of Rights.** No rights which School District or County has under this Agreement may be assigned to any other person, persons, or corporation without prior written approval of the other Party. Notwithstanding the foregoing, the County may assign its rights under this Agreement to the Esparto Community Service District.

h. **Employees.**

i. For purposes of this Agreement, all persons employed in the performance of services and functions for the County shall be deemed County employees and no County employee shall be considered as an employee of the School District under the jurisdiction of the School District, nor shall such County employees have any School District pension, civil service, or other status while an employee of the County.

ii. For purposes of this Agreement, all persons employed in the performance of services and functions for the School District shall be deemed School District employees and no School District employee shall be considered as an employee of the County under jurisdiction of the County, nor shall such School District employees have any County pension, civil service, or other status while an employee of the School District.

i. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and to the extent that there is any conflict between this Agreement and the laws of the State of California, the laws of the State of California shall prevail.

j. **Entire Agreement.** This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the use of recreational use of facilities and is a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon written consent of the Parties hereto.

k. **Execution in Counterparts.** This Agreement may be executed in counterparts, and all so executed shall constitute one Agreement binding on all Parties hereto notwithstanding that all Parties are not signatories to the original or the same counterpart.

l. **Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

m. **Joint Preparation.** This Agreement shall be deemed to have been prepared jointly by the Parties, and the usual rule that the provisions of a document are to be construed against the drafter shall not apply.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the Effective Date.

SCHOOL DISTRICT

ESPARTO UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

COUNTY

COUNTY OF YOLO

By: _____
Duane Chamberlain, Chair

Attest:
Clerk Board of Supervisors

By: _____
Julie Dachtler, Deputy Clerk

Approved as to form:
Philip J. Pogledich, County Counsel

By: _____
Carrie Scarlata, Asst. County Counsel

ATTACHMENT "A"
DESCRIPTION OF LAND

(To be inserted)

ATTACHMENT “B”
DESCRIPTION OF FACILITIES

The complete plans and specifications for the construction of the Recreation Center Facilities shall be attached hereto and incorporated herein by reference once developed and approved by both School District and County.

Attachment B.
Intent to Sell Letter (Herrera Property)

January 17, 2017

California Department of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001

RE: INTENT TO SELL PARCEL NUMBER: 049-160-17

To Whom It May Concern:

I/we, Nicholas and Maria Herrera, are willing to sell our 1.87 acre property located on Yolo Avenue in Esparto, California, parcel number 049-160-017 to the grant applicant for the proposed community park and aquatic center.

The main purpose of this letter is to serve as a description of intent to sell the above-mentioned property and it is not binding on either side. Our willingness to sell is contingent upon reaching an agreement on an acceptable selling price and reasonable sales conditions to both parties, which is yet to be finalized.

Sincerely,


Nicholas Herrera



P.M. Bk.4 Pg.54,55 - Elinor F. Parker (2809)

M.Bk. 1, Pg.8-Bonyng Tract

P.M. Bk. 98. Pg. 36,37- Pcl.Map. # 4350. (formerly por. 21-59)

P.M. Bk.01 Pg.38,39 Pcl. Map #4493.

M.S. Bk. 2008, Pg. 93 - 95 - Record of Survey for Emerald Homes L.

Attachment C.
Intent to Secure Project Land (Yolo County)



COUNTY OF YOLO

Office of the County Administrator

Patrick S. Blacklock
County Administrator

625 Court Street, Room 202 Woodland, CA 95695
(530) 666-8150 FAX (530) 668-4029
www.yolocounty.org

January 18, 2017

Mary Baum, Associate Park & Recreation Specialist
State of California
Department of Parks and Recreation
Office of Grants and Local Services
1416 9th Street, Room #918
Sacramento, CA 95814

**RE: ESPARTO COMMUNITY PARK AND AQUATIC CENTER PROJECT (ID #31248) –
LETTER OF INTENT TO SECURE PROJECT LAND**

Dear Ms. Baum,

The intent of this letter is to confirm the County's commitment to the Esparto Community Park and Aquatic Center project including the execution of the appropriate agreements to secure the project site land. Should the State approve the Project Site Change Request, the County intends to execute the land use agreement drafted between the County and the Esparto Unified School District which secures the majority of the proposed project site. Further, the County intends to enter into a purchase agreement for the privately owned property which comprises the remaining 1.87 acres of the proposed project site. The Yolo County Board of Supervisors is anticipated to take action on these two agreements at their February 21, 2017 meeting.

Should you have any questions or need additional information, please do not hesitate to contact me at (530) 666-8150.

Sincerely,

Patrick Blacklock
County Administrator

PB:jc:mn

Attachment D.
Community Outreach

COUNTY OF YOLO

Esparto Community Park & Aquatic Center Project Attachment C – Community Outreach

Recent Meeting Dates

As available, agendas, minutes, and sign-in sheets have been provided for review.

MEETING TYPE	MEETING DATE	AGENDA	MINUTES	SIGN IN SHEET
Project Development Team Meeting	September 22, 2016	<input checked="" type="checkbox"/> Not Available	<input checked="" type="checkbox"/> Not Available	<input checked="" type="checkbox"/> Not Available
Project Development Team Meeting	October 27, 2016	✓ Attached	<input checked="" type="checkbox"/> Not Available	✓ Attached
Project Development Team Meeting	December 1, 2016	✓ Attached	<input checked="" type="checkbox"/> Not Available	✓ Attached
Project Development Team Meeting	January 12, 2017	✓ Attached	<input checked="" type="checkbox"/> Not Available	✓ Attached
Esparto Community Advisory Committee	December 20, 2016	✓ Attached	✓ Attached	✓ Attached
Esparto Community Advisory Committee	January 17, 2016	<input checked="" type="checkbox"/> Not Available	<input checked="" type="checkbox"/> Not Available	<input checked="" type="checkbox"/> Not Available
Esparto Unified School District Board Meeting	November 9, 2016	✓ Attached	✓ Attached	<input checked="" type="checkbox"/> Not Available
Esparto Unified School District Board Meeting	December 14, 2016	✓ Attached	✓ Attached	<input checked="" type="checkbox"/> Not Available
Esparto Unified School District Board Meeting	January 18, 2017	✓ Attached	✓ Attached	<input checked="" type="checkbox"/> Not Available
Project Community Meeting	January 12, 2016	<i>Advertisement Included</i>	<input checked="" type="checkbox"/> Not Available	✓ Attached

Esparto Community Park & Aquatic Center

Project Development Team Meeting

October 27, 2016

6:00PM

Esparto Library

17065 Yolo Avenue

Esparto CA

AGENDA

1. Introductions
2. Project Management
3. Special Assessment Communications
4. Design Request for Proposals
5. Project property options
6. Status of Westerdahl Property Purchase
 - Phase I Environmental Assessment
 - Property Appraisal
7. Status of Department of Parks and Recreation Grant
 - October 2016 Report
8. Next Meeting Date

NAME	ORGANIZATION	E-MAIL ADDRESS	CONTACT PHONE NUMBER
Tara Echibau	County of Yolo	tara.echibau@yolocounty.org	666-8045
Stere Knigskley	ECSO	gm@eesd-ca.org	787-4502
Jill Cook	Yolo County		
TERRY VERNON	Yolo County	TERRY.VERNON@YoloCounty.org	530-666-8066
MILLAMPELLO	volunteer	tmia@nverdofarm.com	530.249
STANLEY HOAS	EAC Yarners	yolocontact@nverdfarm.com	787-3671-0903
JOCKEY WICKER	Trustee	osugmuktan@gmail.com	9163906797
Kristine Stanfill	Yona Dehe volunteer	on Kstanfill@yocloudere-usn.gov	530-979-6313
Sue Hertenan	CVL, volunteer	hertmansg@cloud.org	
Deanne Chambers	Yolo County Bd of Sup	dchambers@yolo-co.org	530-662-2628

Esparto Community Park & Aquatic Center

Project Development Team Meeting

December 1, 2016

6:00PM

Esparto Library

17065 Yolo Avenue

Esparto CA

AGENDA

1. Welcome/Introductions **(TRINI)**
2. Special Assessment **(JILL)**
3. Meeting with Department of Parks and Recreation **(JILL/TERRY)**
4. Project Property Options **(JILL/TERRY)**
 - Westerdahl
 - Esparto School District/Herrera
5. Project Budget **(TERRY)**
6. Next Meeting Date **(TRINI)**

NAME	ORGANIZATION	E-MAIL ADDRESS	CONTACT PHONE NUMBER
Trini Campbell	CVV	trini@riverdalefarm.com	530-249-0903
Kristine Stanfill	YDWN	kstanfill@yocoville-usn.org	530-979-6313
Anthonia Hixson	BOS-Dist. 5	anthonia@yocoville.org	530-666-8826 5936
Sue Hefman	New Season	hefman3@icloud.com	530-219- 1443
Stroms May	BAC	stroms@yocoville.org ydlosoocta@netpage.com	787-3629
Steve Knightley	ECS D	gm@ecsd-ca.org	530-787-4502
Yvonne Perkins	YDWN CF	hblc7071@gmail.com	

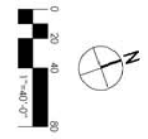
COUNTY OF YOLO

Esparto Community Park & Aquatic Center Project Development Team Meeting

Date & Time:	Thursday, January 12, 2017, 6:00 PM
Location:	Esparto Library, 17065 Yolo Avenue, Esparto CA
Subject:	Esparto Community Park & Aquatic Center

AGENDA

- 1) Welcome / Introductions TRINI
- 2) Property OptionsJILL
 - Westerdahl
 - Esparto School District/Herrera
 - Land Use Agreement
 - Property Purchase
- 3) Community OutreachJILL
- 4) Proposal to State Parks & RecreationJILL
- 5) Site Plan TERRY
- 6) Information SheetJILL
- 7) Revised Timeline..... TERRY
- 8) Revised Cost Estimate TERRY
- 9) Next Meeting Date TRINI



SITE TABULATIONS

- Site: 8.67 acres
- Aquatic Center: 41,300 s.f.
- Building 2,700 s.f.
- Field restroom for park use
- Pool: 6 lanes/25 yards w/ leisure ell
- Soccer/Football Fields: 180'x360'
- Basketball: 50'x94'
- Little League/Softball: 200' deep
- Stormwater Basin: .34 acres
- Parking Area: 60 cars
- Walking Trail: 1/2 mile +/-

COUNTY OF YOLO

Esparto Community Park & Aquatic Center PROJECT INFORMATION SHEET

Background

- 2012: \$2.9M grant award from CA Department of Parks & Recreation for the development of a community park and aquatic center
- 2015: Proposition 218 special assessment passed for operations & maintenance costs
- 2016: Environmental challenges at original property identified / alternate property adjacent to the High School proposed

Timeline

- January 2017: CEQA Mitigated Negative Declaration Complete
- January 2017: Letter to the State for Site Change
- February 2017: State Approval of Plan
- February – September 2017: Project Design
- October – November 2017: Construction Bidding
- November 2017: Construction Begin
- June 2019: Construction Complete

Proposed Amenities & Site Plan

- Site 8.67 acres
- Aquatic Center: 41,000 s.f.
Building 2,700 s.f.
Field Restroom for Park Use
- Pool: 6 lanes/25 yards w/ leisure area
- Soccer/Football Fields: 180'x360'
- Basketball Court: 50'x94'
- Little League/Softball Field: 200' deep
- Stormwater Basin: .34 acres
- Half-Mile Walking Trail
- Parking Area: 60 cars
- Park / Picnic Area
- Potential Pedestrian Footbridge



For project information and resources call (530) 666-8150 or visit
www.yolocounty.org/esparto-community-park-aquatic-center-project

COUNTY OF YOLO

Esparto Community Park & Aquatic Center

Revised Timeline

January 2017	CEQA Mitigated Negative Declaration Complete
January 2017	Letter to the State for Site Change
February 2017.....	State Approval of Plan
February – September 2017	Project Design
October – November 2017	Construction Bidding
November 2017	Construction Begin
June 2019.....	Construction Complete

COUNTY OF YOLO

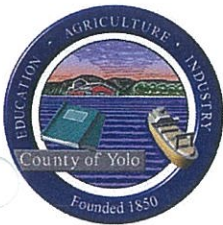
Esparto Community Park & Aquatic Center

Revised Cost Estimate

GRANT SCOPE ITEMS	REVISED ESTIMATED COST
Acquisition: APN 049-160-017, 8.67 AC	\$ 350,000
Community Pool and Equipment	\$ 1,500,000
Athletic Fields and Courts	\$ 176,000
Parking Lot	\$ 120,000
Pedestrian/Vehicle Access	\$ 100,000
Utilities	\$ 200,000
Storm Water Detention Basin	\$ 50,000
Landscaping/Walking Trail and Picnic Area	\$ 100,000
TOTAL ESTIMATED COST	\$ 2,596,000
Total Estimated Pre-Construction Cost (Architect/Engineers)	\$ 300,000
TOTAL PROJECT COST	\$ 2,896,000
REQUESTED GRANT AMOUNT	\$ 2,896,000

For project information and resources call (530) 666-8150 or visit
www.yolocounty.org/esparto-community-park-aquatic-center-project

NAME	ORGANIZATION	E-MAIL ADDRESS	CONTACT PHONE NUMBER
TERRY VERNON	Yolo County	Terry.Vernon@YoloCounty.org	535-666-8060
Sue Westman	Capeay Valley	hertrains@	530 796-3005
JERRY WICKER	I'm a resident	osugmuhard@gmail	9163906797
Thi Campbell			
Thomas Moss	BAC	Yologout@netcaste.net	916-397-3322
Still Oak	Yolo County		



County of Yolo

DEPARTMENT OF COMMUNITY SERVICES

Taro Echiburú, AICP
DIRECTOR

Planning & Public Works
292 West Beamer Street
Woodland, CA 95695-2598
(530) 666-8775
FAX (530) 666-8156
www.yolocounty.org

Environmental Health
292 West Beamer Street
Woodland, CA 95695-2598
(530) 666-8646
FAX (530) 669-1448
www.yolocounty.org

Integrated Waste Management
44090 CR 28H
Woodland, CA 95776
(530) 666-8852
FAX (530) 666-8853
www.yolocounty.org

AGENDA

ESPARTO CITIZENS ADVISORY COMMITTEE

Tuesday, December 20, 2016
7:00 p.m.
Esparto Regional Library
17065 Yolo Avenue, Esparto, CA

MEETING ADMINISTRATION

1. CALL TO ORDER
2. APPROVAL OF AGENDA
3. APPROVAL OF OCTOBER 18, 2016 AND NOVEMBER 15, 2016 MEETING MINUTES
4. CORRESPONDENCE AND ANNOUNCEMENTS

PUBLIC FORUM

5. PUBLIC COMMENTS

This agenda item provides the opportunity for members of the public to address the Advisory Committee on any subject not related to items on the agenda. The Chair reserves the right to impose a reasonable limit on the time afforded to any individual speaker.

6. COUNTY UPDATE

7. ACTION ITEMS

- a. none

8. DISCUSSION ITEMS

- a. none

9. COMMUNITY FORUM ON THE ESPARTO PARK & POOL PROJECT

Yolo County staff is considering an alternate site location for the Esparto Park & Pool project. The alternate site is located on Esparto Unified School District property, near the corner of Yolo Avenue and State Route 16, south of Esparto High School and Plainfield Street. This will be an opportunity for community members to ask questions and express opinions on the alternate location of the Esparto Park & Pool Project.

10. FUTURE AGENDA ITEMS

11. ADJOURN

***** NOTICE *****

If requested, this agenda can be made available in appropriate formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Yolo County Department of Community Services. In addition, any persons with a disability who require a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting should telephone or otherwise contact Jeff Anderson as soon as possible and preferably at least 24 hours prior to the meeting. Jeff Anderson may be reached at 530-666-8036 or at the following address: Yolo County Department of Community Services, 292 West Beamer Street Woodland, CA 95695.

ESPARTO CITIZENS ADVISORY COMMITTEE
MEETING MINUTES
12/20/16
DRAFT

Attending: Colleen Fescenmeyer, Pat Harrison, Cynthia Havstad, John Hulsman Jr, Giacomo Moris, George Pennebaker, Sandie Reed, Dave Schwenger, Lisa Wyatt

Absent: (none)

MEETING ADMINISTRATION

- 1) Call to order at 07:03 pm by Chair G. Pennebaker.
- 2) Agenda:
 - a) Motion by C. Havstad to approve agenda, second by P. Harrison. Vote: all in favor, none opposed.
- 3) Minutes:
 - a) Edits were provided by both J. Hulsman and G. Pennebaker, the most significant being that D. Schwenger was not in attendance at the November meeting.
 - b) Motion by J. Hulsman to approve minutes for October as revised, second by C. Fescenmeyer. Vote: all in favor, none opposed, on abstention (C. Havstad)
 - c) Motion by C. Havstad to approve minutes for November as revised, second by L. Wyatt. Vote: all in favor, none opposed, two abstentions (C. Fescenmeyer and D. Schwenger)
- 4) Correspondence & Announcements:
 - a) G. Moris mentioned the Dunnigan Specific Plan notice that was sent out by the County (See County Update below for more info)

PUBLIC FORUM

- 5) Public Comments
 - a) Babs Beckwith stated she had a speed "undulation" design suggestion and wanted to know how best to discuss this? G. Pennebaker suggested it be placed on the January agenda.
 - b) Jim Durst provided an update from New Season (non profit community development corporation): They are looking at the alleys in Esparto as an asset, not a liability. Working with county on getting a right of way – to prune and re-gravel. Since Esparto lacks sidewalks, alleys provide that service so kids don't have to walk down the middle of streets.

6) County Update

- a) Taro Echiburu explained the Dunnigan project.
 - i) There is a specific plan (SP) area that would develop 1000+ homes. The developer could not meet the General Plan (GP) standards and withdrew their application. Planning took item to the Board of Supervisors (BOS) to remove the SP from the GP since applicants couldn't develop anything in the area without the SP in place. Applicants like an almond huller were denied to move forward.
 - ii) The BOS directed Planning back to Dunnigan to review. There will be a hearing in January before the Planning Commission to delete and revert to ag and other prior zoning. Want to see new development proposals on their own merits.
 - iii) Later in 2017, they will be bringing back the other specific plans (except for one next to Davis); specifically Madison, Knights Landing, and Elkhorn.
- b) Community Choice Energy program. Formally named "Valley Clean Energy Alliance". Independent board (2 members of Yolo BOS – Duane Chamberlain and Don Saylor, and 2 members of the Davis City Council).
 - i) They are recruiting a CEO. City of Woodland continues to be interested.
 - ii) The Joint Powers Authority (JPA) is creating an advisory committee and looking for interested members.
- c) G. Moris asked if the ECAC is still on hold for marijuana zoning changes and ordinance reviews? Yes.
 - i) Supervisor Chamberlain added they put a stop to any new growers. Some current controversies regarding 1000 foot buffers, tribal land, school bus stops, etc. Every meeting seems to have discussions on it since it is a moving target. Still against federal law and can be stopped - this was done in Winters recently. Advises real estate agents not to promote it because BOS could stop it at any time. If you have comments, let the County know.

7) Action Items (none)

8) Discussion Items (none)

9) Community Forum on the Esparto Park & Pool Project.

- a) Yolo County staff is considering an alternate site location for the Esparto Park & Pool project. The alternate site is located on Esparto Unified School District property, near the corner of Yolo Avenue and State Route 16, south of Esparto High School and Plainfield Street. This will be an opportunity for community members to ask questions and express opinions on the alternate location of the Esparto Park & Pool Project.
- b) Taro Echiburu presented a conceptual plan of the project on the alternative property. He also mentioned that the project has additional support now from the County Administrators Office (CAO). They are here today due to the alternative of placing the project on the property on the corner of 16 and Yolo, which was originally looked at in 2010. For the current property being considered (Westerdahl) we have been restricted (in useable area) by the environmental challenges, making it difficult to fit all the amenities. Therefore, they are looking again at the alternative property.

- c) P. Harrison – in the past there was a question of ingress and egress, has that been resolved? Taro believes they have a solution for that and a potential foot bridge for access to the north, possibly for vehicles in the future.
- d) D. Schwenger – how are you doing on time? Taro: fine right now, we have until 2019. Need to get this evaluation done by the spring to know which property will be used. An environmental document (Negative Declaration aka “Neg Dec”) on the alternative property is being reviewed which goes to the State.
 - i) G. Moris – Neg Dec was done on Westerdahl too, is there a chance a biologist will find something on the alternative property? Taro explained they had a biologist walk it already.
 - ii) C. Fescenmeyer – What do you do for Swainson Hawk? Taro explained there is a per acre fee or applicant can set aside equal amount of land through conservation easement.
 - iii) L. Wyatt – What about traffic at that intersection? Taro – worst case scenario was calculated. 100 Av daily trips is point of concern and this wasn’t even close. CalTrans will also review the document.
 - iv) L. Wyatt concerned about distance from the other end of town. Their kids will have to be driven. Taro – good point. Note, it is not just a park, it is an aquatic center.
 - v) Public – Thinks it is better closer to the school so the kids can get to it.
 - vi) Jim Shulte – There is a reason it didn’t work prior. Bond money purchased that property for athletic fields, has been paying for 20+ years. Promises have not been kept, so some community members are upset.
 - (1) (218) Vote was on a particular property (Westerdahl) and design; and we are already paying dues (218 assessment fee). Will I get reduced and money refunded?
 - (2) Does the alternative project location include the 2 acres behind the house (Taro answered Yes). High School will not be able to expand if the pool gets built there.
 - vii) Charlie Schaupp. I was on board when we passed this bond. There was only enough money in the bond to buy the property and get a middle school going. Property was for a football field and a track.
 - (1) Rumor is we’ll have to do another 218 assessment if we have to change the property. This will be on the backs of property owners in Esparto (payers of the 218 assessment which reside in the town of Esparto only) using the property designated in a bond (which benefits the school district, a much larger area). We will lose the opportunity for a school field. Many people don’t think the pool will work financially. Taro explained regarding the 218, consultants are looking into if we were to move the project, can it be readjusted, or will a new vote be required, etc.
 - (2) Charlie – The other rumor is that money goes away after the first of the year. Taro - no that is not true. We have until June of 2019. In reality, we have to have until April/May to have time for the payment request. G. Pennebaker – is it true you have to spend first before requesting payment? Taro - actually they recently determined they can get money for the property once there is a sale agreement. Some construction funds can be advanced too.

- (3) Trini Campbell – regarding Charlie’s concern about the park financials, there is a three prong funding strategy. Endowment through Yolo Community Foundation, use fees, and the 218 assessment.
- e) Babs Beckwith – People were “duped” during the 218 campaign, since they didn’t realize that was only 2/3 of the money needed to maintain the park.
 - f) Trini Campbell – regarding the original grant application round, they asked for the max amount of \$5 million. The State said they could not fund it. Multi-purpose room that was originally included was removed, the amount lowered and the site changed to further away from the existing park (to Westerdahl location).
 - g) Trini - regarding Charlie’s concern about proximity to the project and the way that people who live closer pay a little more. It is possible that amounts will go down, but they cannot go up (without a vote).
 - h) Charlie Schaupp – talked to superintendent a few months ago. Proposed bridge was \$90k to build the last time they looked at it.
 - i) C. Fescenmeyer – Can football field be part of the project? Taro – grant is very specific – chances that we can change the components may not be likely. C. Fescenmeyer - what about not having the soccer field?
 - j) G. Pennebaker – this discussion may need clarification so exchange can be more formalized for both questions and answers. These are the concerns, the facts, the rumors, etc. Taro – yes, that is the purpose to be here in this meeting. Jill at the CAO mentioned there might be another public meeting in January and that would be an opportunity to address G. Pennebaker’s point. Taro will read out questions he captured. C. Havstad – FAQ for pool like they did for CCE? Good idea.
 - k) Public – Why are we considering the alternative? Taro explained the challenges caused some acreage to be lost to the project. Not giving up on that site yet, just looking to see if there is a better place. Denny Boystun – original site was 10 acres so loss of 1 acre (is still bigger than new project location?) Exact amount not known off-hand – more like 1.7 acres.
 - l) Jim Durst – It is good to have two sites to evaluate.
 - m) Jim Shulte – Very much for the pool, remembers when Mrs. Carson started the library funding effort. If we do have it on the alternative location, decreasing the 218 revenues means there will be less money. Very much in favor, but have some concerns. Hope it continues and we get it done.
 - n) Charlie Schaupp suggested they walk the property. There is an ag well on the property, looks like it is where the pool is drawn on the conceptual. Could save some money by using the well. “If it don’t pass the smell test, don’t do it. . . lots of rumors going on.”
 - o) C. Fescenmeyer – Pool lanes size – regulation? Swim meets? Yes, short course regulation size.
 - p) Denny Boydston – Will it be a covered pool? Taro. No uncovered for budget reasons. Charlie Schaupp added that in his experience (Okinawa) it was 10 times the cost for a heated, covered pool. Denny – do you need two soccer fields?
 - q) D. Schwenger – Existing middle school and elementary fields are in bad shape and too close to each other. A new playground structure was put into one of the fields. Can volunteers do maintenance? Union has to agree.

- r) Charlie Schaupp – Likes the alternative location and with pool would be great for the town.
- s) Charles Breckenridge - What is driver for having a pool – are there numbers to support its use? Trini Campbell explained that during the outreach for park elements, the pool was identified highly in local surveys. Project Manager Terry Vernon is using solar (roof top) for less energy cost. Charles – What about noise, light pollution? Taro – it will be closed at night.
- t) G. Moris – Hearing from public that there is duplication with existing fields. Yes, there are multiple fields, but restricted access is a point to consider (school field gates are locked) and a reason for the grant.
- u) Denny Boydston – turn over maintenance to a non-profit so volunteers could do work without union approval?
- v) Charlie Schaupp – when MERCOSA is dissolved, funds will go now to the CSD and they will hand it over to workers. D. Schwenger – are you (CSD) a union shop? No. Supervisor Chamberlain added that they tried to use prisoners on our roads, but union stopped them.
- w) Charlie Schaupp – if this fails, district wide bond could be considered.
- x) G. Moris – Can we take a pulse, show of hands, as to the level of support for the new location? C. Fescenmeyer disagreed with the approach as did G. Pennebaker – that would be a vote (action item for the agenda which this is not).
- y) Public – when does the decision have to be made? Who picks it? Taro – The issue raised of the bond needs to be looked at. Decision, by County with input from the community, needs to happen by this Spring.
- z) Charles Breckenridge – Do we have to have a pool? Yes.
- aa) Jim Shulte – Why did it take so long to realize this (environmental issues on Westerdahl property).
- bb) Babs Beckwith – Is there a fence around the park? Yes. Concern at Westerdahl location that at night it would be a dark place and people could be doing bad things.
- cc) G. Pennebaker – get your questions to Taro. This meeting proved that there are a lot of questions.
- dd) S. Reed – Is county looking to us for a recommendation on location? Taro explained no, we are the venue for the discussion.
- ee) D. Schwenger noted he grew up around public pools and they are great for the community, classes, etc; and will bring community closer together.
- ff) L. Wyatt – Look at the number of people that showed up on short notice, will we have it on the agenda for January? Yes.
- gg) Jim Shulte – If it will be a special meeting, get it announced in the Valley Voice. Babs added that she is posting on Facebook “Esparto Watch”.

10) Future Agenda Items

- a) Park/Pool Update
- b) Speed “Undulations”
- c) Election of officers
- d) Area Plan chapters?
- e) CCE update? Taro stated this would not be necessary for a few months.
- f) Next meeting is 1/17/17.

11)Adjourn

- a) The meeting was adjourned at 08:30 pm by chair G. Pennebaker.

GLM

12/21/16

NAME	ORGANIZATION	E-MAIL ADDRESS	CONTACT PHONE NUMBER
Jim Schulte		jischulte-611@Hotmail.com	
Jason Johnson		Johnsonj@comcast	681-9745
Keith Wylgaft			
Denny Boydston		dennyboydston@gmail.com	219-4996
CLARKE HARRIS		harris e.harris@gmail.com	530-787-3605
Babs Beckwith		Babsbeckwith12@gmail	530 979-6318
Randa / Jacobson		ryjacobson@ya.com	530-723-8992
Shera Knightly	ECSD	gm@ecsd-ca.org	530 787-4502
Jim Duest	New Season		
CHARLIE SCHAUER		CHARLIE.SCHAUER@YAHOO.COM	707 4816
Chuck Breidenst			
Todd Echibum	Yolo County	todd.echibum@yolocounty.org	606-8045
Pam Chamberlain	Yolo County	p.chamberlain@yolocounty.org	602-2620

ESPARTO UNIFIED SCHOOL DISTRICT
Board of Education Regular Meeting
ALICE MARSH HALL, ESPARTO HIGH SCHOOL, ESPARTO, CA
Wednesday, November 9, 2016

TRUSTEES

President: Bonnie Simas

Clerk: Pam Miller

Members: Wendy England, Janine Gness, Becky Schwenger

Superintendent: Diego Ochoa

Student Board Representative: Lupe Anaya

MISSION

To prepare all students to be life-long learners by providing an environment that motivates them to grow to their highest potential and become community-minded, responsible citizens who participate in and contribute to society.

DISTRICT PRIORITIES:

Student Achievement

Recruitment and Retention

Facilities

Fiscal Responsibility

Community Awareness

AGENDA

6:00 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE (6:00 p.m.)

II. APPROVAL OF AGENDA

III. PUBLIC COMMENT

The public may address the Board on any matter, whether or not it is on the agenda, but the law prohibits action by the Board on non-agenda items. The Board reserves the right to take action on any agenda item. Should there be a large number of individuals wishing to address the Board, a limitation of three (3) minutes and one address per person may be imposed (Govt. Code § 54954 and BP 1120).

IV. REPORTS

- A. Report from Board Members
- B. Report of Esparto Teachers Association (ETA)
- C. Report of Classified School Employees Association (CSEA)
- D. Superintendent Report:

V. CONSENT AGENDA (6:15 p.m.)

Routine items on the Consent Agenda are enacted by the Board in one motion. Discussion only occurs if members of the Board, Administration or public request specific items be discussed and/or removed from the Consent Agenda:

1-S Approval of Minutes for:

- 1. Regular Board Meeting, October 26, 2016

- 1-B Approval of Bills in Batches # 24 – 27
- 1-H Approval of Certificated Personnel Report #16/17-4
- 2-H Approval of Classified Personnel Report #16/17-4

VI. ACTION ITEMS

- 1-S Approval of 2017 Esparto Unified Board of Trustees Meeting Calendar

VII. CONFERENCE / ACTION

- 1-S Scheduling of Annual Organizational Meeting

VIII. INFORMATION ITEMS

- 1-B Financial Report
 - Preliminary 2016-17 Interim Financial Report
- 2-B Facilities Report
- 3-B 2016/17 Section 125 Flexible Benefit Plan Agreement
- 4-B Update on 2016 General Obligation Refunding Bonds
- 5-B Public Review of EUSD & Esparto Teachers Association (ETA) Initial 16-17 Contract Proposals
- 6-B 2015/16 Developer Fee Summary Report

- 1-E Early Literacy Presentation
- 2-E Local Control Accountability Plan
 - Google Classroom
- 3-E EHS Overnight Trip – Made for Excellence and Advanced Leadership Academy

- 1-S Esparto Park and Aquatic Center Projects
- 2-S Welcoming Schools for LGBT Students

IX. REQUEST FOR FUTURE BOARD MEETING ITEMS

X. CONVENE TO CLOSED SESSION

Announcement of Items to be Discussed in Closed Session (Govt. Code § 54957.7 (a)):

1. Personnel (Gov. Code § 54957)
2. Conference with Labor Negotiations for ETA, CSEA, and Unrepresented employees, Debbie Howard Assistant Superintendent of Business Services, Pursuant to Gov. Code §54957
3. Student Expulsion Issue(s) (Education Code §48900 & Law General Education, Added by Stat. 1982, c. 1117, p. 4037 Amended by Stats. 1998, c. 914 (A.B. 499), 11))
 - * Recommendation for Expulsion and Extension of Suspension EMS 62106

XI. RECONVENE TO OPEN SESSION

A. Announcement of Action Taken in Closed Session

XII. ADJOURNMENT

In compliance with Brown Act regulations, the agenda was legally posted no later than November 6, 2016 at 26675 Plainfield Street, Esparto, CA 95627. In compliance with the American Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact the Board of Trustees' Office at 530-787-3446. Notification of at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting.

**The Next Regular Meeting of the Board of Education will be on
Wednesday, December 14, 2016 at 6:00 p.m. at
Alice Marsh Hall, Esparto High School, Esparto, CA**

CLOSED SESSIONS:

The Board of Education may hold closed sessions only for the purposes identified in law and placed on the meeting agenda in the manner required by law. Closed sessions may be held to discuss personnel matters, negotiations/collective bargaining, matters related to student discipline or student rights, security matters, negotiations involving real estate and matters involving potential litigation.

****SUGGESTED APPROXIMATE TIMES:**

The times listed in parentheses are only for time management purposes and are not intended to be time-set agenda items.

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ESPARTO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item: V. 1-S

Meeting Date: December 14, 2016

Subject: Approval of Regular Board Meeting Minutes

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Department:

Superintendent's Office

Recommendation:

Approval of Regular Board Meeting Minutes - November 9, 2016

Background/Rationale:

Financial Consideration

Documents Attached:

Yes

Estimated Time of Presentation:

Submitted by Nena Michel

Approved by: Diego Ochoa, Superintendent

ESPARTO UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION MINUTES OF REGULAR BOARD MEETING Wednesday, November 9, 2016 6:00 p.m.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

THE REGULAR BOARD MEETING OF THE BOARD OF EDUCATION WAS CALLED TO ORDER BY BOARD PRESIDENT, BONNIE SIMAS

- Time: Meeting Called to Order at 6:00 pm
- Place: Alice Marsh Hall, Esparto High School
- Trustees Present: Board President, Bonnie Simas; Board Clerk, Pam Miller; Board Member Wendy England; and Board Member Becky Schwenger arrived at 6:05 p.m.
- Trustees Absent: Board Member, Janine Gness
- Others in attendance were: Diego Ochoa, Superintendent, Debbie Howard, Assistant Superintendent of Business Services
- Pledge of Allegiance was led by Erin Simons

II. APPROVAL OF AGENDA

Miller, England (Vote 3-0)

[The agenda was approved as presented]

III. PUBLIC COMMENT

[Comments from the public were heard]

IV. REPORTS

- A. Report from Board Members
Board Members gave their report
- B. Report of Esparto Teachers Association (ETA)
Spencer Krautkraemer gave the ETA report
- C. Report of Classified School Employees Association (CSEA)
No report was given
- D. Superintendent Report
Superintendent, Diego Ochoa, gave his report

V. CONSENT AGENDA

England, Miller (Vote 4-0)

- 1-S Approval of Minutes for:
 - 1. Regular Board Meeting, October 12, 2016
- 1-B Approval of Bills in Batches # 24 – 27
- 1-H Approval of Certificated Personnel Report #16/17-4
- 2-H Approval of Classified Personnel Report #16/17-4

VI. ACTION ITEMS

- 1-S Approval of 2017 Esparto Unified Board of Trustees Meeting Calendar
England, Miller (Vote 4-0)

VII. CONFERENCE / ACTION

- 1-S Scheduling of Annual Organizational Meeting
England, Miller (Vote 4-0)

VIII. INFORMATION ITEMS

- 1-B Financial Report
*Preliminary 2016-17 Interim Financial Report
[Debbie Howard presented the 2016-17 Interim Financial Report. She asked the Board of Trustees to review the report in preliminary format. Interim reports are required by the California Education Code to provide an update of District finances two times per year. Although monthly reports are provided, this particular report is reviewed by both Yolo County Office of Education and the Department of Education. The report includes projections of the current year budget and two subsequent year budgets. These projections determine the long-term financial stability of the District.]
- 2-B Facilities Report
[Debbie Howard, Assistant Superintendent of Business Services, updated the Board on various district projects. The report included status on sprinklers, and the estimated date of completion on repairs to the High School Gym. Estimated date is November 23rd.]
- 3-B 2016/17 Section 125 Flexible Benefit Plan Agreement
[Debbie Howard, recommended the Board to review the Section 125 Flexible Plan Agreement with the intent to approve the 2016/17 Section 125 Flexible Benefit Plan Agreement at the December 14th Board meeting. EUSD as a government agency, has the opportunity to provide an Internal Revenue Code Section 125 Plan (or community known as a cafeteria plan) for all employees. A cafeteria plan is a separate written plan maintained by an employer for employees that meets the specific requirements and regulations of section 125 of the Internal Revenue Code. It provides participants an opportunity to receive certain benefits on a pretax basis.]
- 4-B Update on 2016 General Obligation Refunding Bonds
[Debbie Howard gave an update on the final numbers regarding the refunding of the district's General Obligation Bonds. The District refunded the 2007 General Obligation Bonds, which sold on October 27, 2016 and will be known as the 2016 General Obligation Refunding Bonds in the future.]
- 5-B Public Review of EUSD & Esparto Teachers Association (ETA) Initial 16-17 Contract Proposals
[Debbie Howard asked the Board of Trustees to review the bargaining unit's contract proposals, as submitted. The contract proposals, as submitted by ETA bargaining group and the district, will be negotiated for the 16/17 fiscal year. This Item will be brought back as an Action Item.]
- 6-B 2015/16 Developer Fee Summary Report
[Government Code Sections 66001 and 66066 requires the District to provide public information on impact fees received from new residential and commercial/industrial development to mitigate the impact of new development on the school facilities. The School District currently collects statutory school fees pursuant to Education Code 17620.]
- 1-E Early Literacy Presentation
Erika St. Andre, Elementary Principal, updated the Board on the Early Literacy Program. There is 90 minutes daily of protected English/Language Arts Time (K-2nd Grade.) One Literacy Aide in each classroom. There is 30 minutes daily Intervention Block Time for 3rd – 5th Grade). Currently there are 66 students being served. Katy Pineda is the Early Literacy Teacher providing Instruction.]
- 2-E Local Control Accountability Plan
[Mr. Wickander gave a presentation on Google Classroom. The Math Department is utilizing Google Classroom. They currently have 41 Surface Pro 4's Windows Machines. The benefits are that high quality machines will need to be replaced less often, pressure sensitive styluses allow student to work directly on the computer writing math equations that are difficult to type. Also, it allows the students to run high-end mathematics and programming software not available on Chrome OS. The goal is to completely go paperless by the end of the semester.]
- 3-E EHS Overnight Trip – Made for Excellence and Advanced Leadership Academy
[Jenni Wiese, EHS Principal, informed the Board of Trustees on the overnight trip request. Students will be participating and the trip is on February 3rd – 4th, they will be attending the Made for Excellence and

Advance Leadership Academy in February 2017. This conference is designed for 10th – 12th grade students with an interest in Leadership.]

- 1-S Esparto Park and Aquatic Center Projects
[Sue Heitman, Park and Aquatic Team Member, gave a presentation on the Esparto Park and Aquatic Center Project. She invited Trini Campbell and Jill Cook to speak to the Board and update them on the status of the project. Previously, EUSD helped support a grant proposal with Yolo County's CSA-MERCESA and local citizens for construction of a large park, including playing fields, basketball court, walking trail, and picnic grounds, with an aquatic center for the entire community. The funding was secured as well as passage of a 218 assessment in Esparto for operation and maintenance. In light of new information, the PDT and Yolo County are looking at parallel possibilities for the construction site of the project which include the parcel owned by Esparto Unified School District adjacent to Esparto High School. More information to follow and will be presented at the next board meetings.]
- 2-S Welcoming Schools for LGBT Students
[Diego Ochoa, Superintendent, informed the Board that tonight's report is a follow-up to a report given regarding the creation of Welcoming Schools for LGBTQ students. Site administrators will share information regarding staff members who are interested in receiving LGBTQ Welcoming Schools training.]

IX. REQUEST FOR FUTURE INFORMATION ITEMS

X. CONVENE TO CLOSED SESSION

Announcement of Items to be Discussed in Closed Session (Govt. Code § 54957.7 (a)):

[At approximately 7:32 p.m. the Board convened to "Closed Session"]

1. Personnel (Gov. Code § 54957)
2. Conference with Labor Negotiations for ETA, CSEA, and Unrepresented employees, Debbie Howard Assistant Superintendent of Business Services, Pursuant to Gov. Code §54957
3. Student Expulsion Issue(s) (Education Code §48900 & Law General Education, Added by Stat. 1982, c. 1117, p. 4037 Amended by Stats. 1998, c. 914 (A.B. 499), 11))
* Recommendation for Expulsion and Extension of Suspension EMS 62106

XI. RECONVENE TO OPEN SESSION

Announcement of Action Taken in Closed Session

AT APPROXIMATELY 8:18 p.m. the BOARD RECONVENED TO OPEN SESSION AND ANNOUNCED THAT ACTION HAD BEEN TAKEN IN CLOSED SESSION

Approval of Student Expulsion and Extension of Suspension – Student EMS 62106 Miller, England (Vote 4-0)

There, being no further business, the meeting adjourned at approximately 8:19 p.m.

Respectfully Submitted,

PAM MILLER
Clerk

ESPARTO UNIFIED SCHOOL DISTRICT
Board of Education Regular Meeting
ALICE MARSH HALL, ESPARTO HIGH SCHOOL, ESPARTO, CA
Wednesday, December 14, 2016

TRUSTEES

President: Bonnie Simas

Clerk: Pam Miller

Members: Wendy England, Janine Gness, Becky Schwenger

Superintendent: Diego Ochoa

Student Board Representative: Lupe Anaya

MISSION

To prepare all students to be life-long learners by providing an environment that motivates them to grow to their highest potential and become community-minded, responsible citizens who participate in and contribute to society.

DISTRICT PRIORITIES:
Student Achievement
Recruitment and Retention
Facilities
Fiscal Responsibility
Community Awareness

AGENDA
6:00 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE **(6:00 p.m.)**

II. APPROVAL OF AGENDA

III. PUBLIC COMMENT

The public may address the Board on any matter, whether or not it is on the agenda, but the law prohibits action by the Board on non-agenda items. The Board reserves the right to take action on any agenda item. Should there be a large number of individuals wishing to address the Board, a limitation of three (3) minutes and one address per person may be imposed (Govt. Code § 54954 and BP 1120).

IV. REPORTS

- A. Report from Board Members
- B. Report of Esparto Teachers Association (ETA)
- C. Report of Classified School Employees Association (CSEA)
- D. Superintendent Report:

V. CONSENT AGENDA **(6:15 p.m.)**

Routine items on the Consent Agenda are enacted by the Board in one motion. Discussion only occurs if members of the Board, Administration or public request specific items be discussed and/or removed from the Consent Agenda:

- 1-S Approval of Minutes for:
 - 1. Regular Board Meeting, November 9, 2016

- 1-B Approval of Bills in Batches # 28 – 35
- 2-B Approval of Surplus Item (s) In Board Packet
- 3-B Approval of Purchase Order #170495

PUBLIC REVIEW: Esparto Teachers Association (ETA) Initial 16-17 Contract Proposals

VI. ACTION ITEMS

- 1-B Approval of EUSD & Esparto Teachers Association (ETA) Initial 16-17 Contract Proposals
- 2-B Approval of 2016/17 Section 125 Flexible Benefit Plan Agreement
- 3-B 2016-17-1 Interim Financial Report in SACS Format

- 1-E Approval of EHS Overnight Trip – Made for Excellence and Advanced Leadership Academy

- 1-S Approval of Annual Organizational Meeting for 2016: Election of Officers/Representatives for the Esparto Unified School District Per Ed Code §35143
 - 1. President _____
 - 2. Clerk: _____
 - 3. YSBA Rep: _____

VII. CONFERENCE / ACTION

- 1-B Approve Resolution 16/17-7 Authorizing the Delegation of Authority to the Superintendent to Award a Contract for the District's Backstop Project and the District's Greenhouse Project
- 2-B 2015-16 Audited Financial Report

VIII. INFORMATION ITEMS

- 1-B Facilities Report

- 1-E Approval of Memorandum of Understanding between Yolo – Solano Teacher Intern Program Davis Joint Unified School District, Lead Agency and the Davis Joint Unified School District, Washington Unified School District, and Yolo County Office of
- 2-E Esparto Park & Pool Project
- 3-E Esparto Elementary and Esparto Middle School Music Program
- 4-E 6th Grade Trip – Pacific Environmental Education Camp

ESPARTO UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

MINUTES OF REGULAR BOARD MEETING

Wednesday, December 14, 2016

6:00 p.m.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

THE REGULAR BOARD MEETING OF THE BOARD OF EDUCATION WAS CALLED TO ORDER BY BOARD PRESIDENT, BONNIE SIMAS

- Time: Meeting Called to Order at 6:00 pm
- Place: Alice Marsh Hall, Esparto High School
- Trustees Present: Board President, Bonnie Simas; Board Clerk, Pam Miller; Board Member Wendy England; and Board Member Janine Gness.
- Trustees Absent: Board Member, Becky Schwenger
- Others in attendance were: Diego Ochoa, Superintendent, Debbie Howard, Assistant Superintendent of Business Services
- Pledge of Allegiance was led by Erika St. Andre

II. APPROVAL OF AGENDA

Miller, England (Vote 4-0)

[Changes were made to the board agenda: Move Item VIII. 2-E to be discussed *first* under "Information Items, also move Item VIII. 3-E to be *second* under "Information Items"].

III. PUBLIC COMMENT

[Comments from the public were heard]

IV. REPORTS

- A. Report from Board Members
Board Members gave their report
- B. Report of Esparto Teachers Association (ETA)
Spencer Krautkraemer gave the ETA report
- C. Report of Classified School Employees Association (CSEA)
No report was given
- D. Superintendent Report
Superintendent, Diego Ochoa conducted the Oath of Office to new School Board Members: Nancy Pennebaker & returning Board member, Pam Miller. A recognition award was given to Janine Gness for her dedication and years of service as a School Board Member.

V. CONSENT AGENDA

England, Miller (Vote 4-0)

- 1-S Approval of Minutes for:
 - 1. Regular Board Meeting, November 9, 2016
- 1-B Approval of Bills in Batches # 28 – 35
- 2-B Approval of Surplus Item (s) In Board Packet
- 3-B Approval of Purchase Order #170495

Opened at 6:18 p.m. Closed at: 6:19 p.m. (No Comments)

PUBLIC REVIEW: Esparto Teachers Association (ETA) Initial 16-17 Contract Proposals

VI. ACTION ITEMS

- 1-B Approval of EUSD & Esparto Teachers Association (ETA) Initial 16-17 Contract Proposals
England, Miller (Vote 4-0)

- 2-B Approval of 2016/17 Section 125 Flexible Benefit Plan Agreement **Pennebaker, England (Vote 4-0)**
- 3-B 2016-17-1 Interim Financial Report in SACS Format **England, Pennebaker (Vote 4-0)**
- 1-E Approval of EHS Overnight Trip – Made for Excellence and Advanced Leadership Academy
Miller, England (Vote 4-0)
- 1-S Approval of Annual Organizational Meeting for 2016: Election of Officers/Representatives for the
Esparto Unified School District Per Ed Code §35143
1. President: Pam Miller **Simas, England (Vote 4-0)**
 2. Clerk: Bonnie Simas **Miller, England (Vote 4-0)**
 3. YCBA Rep: Wendy England **Miller, Simas (Vote 4-0)**

VII. CONFERENCE / ACTION

- 1-B Approve Resolution 16/17-7 Authorizing the Delegation of Authority to the Superintendent to Award a
Contract for the District's Backstop Project and the District's Greenhouse Project
Miller, England (Vote 4-0)
- 2-B 2015-16 Audited Financial Report
Simas, Pennebaker (Vote 4-0)

VIII. INFORMATION ITEMS

- 1-B Facilities Report
[Debbie Howard, Assistant Superintendent of Business Services updated the Board of Trustees on the district facility projects. Bids have opened and revisions are needed through DSA. She also announced that there was a greenhouse walk-through today. There were questions from Board of Trustees regarding hot water in the locker room and toilets in boy's locker rooms. Debbie was going to look into these matters].
- 1-E Approval of Memorandum of Understanding between Yolo – Solano Teacher Intern Program Davis Joint Unified School District, Lead Agency and the Davis Joint Unified School District, Washington Unified School District, and Yolo County Office of Education
[Diego Ochoa, Superintendent, gave an explanation of the proposed Intern Program. The details included explanations of the program, costs, benefits, \$10,000 from EUSD will be the cost to hire someone to run the program. He also shared that the Superintendents will oversee and sit on hiring panel. The program will use the San Joaquin COE model].
- 2-E Esparto Park & Pool Project
[Members Present: Trini Campbell, Jill, and Pat Harrison. The updated the Board of Trustees on current updates, proposed idea to build on district property due to the original site's environmental problems. They met with City Parks Department and received positive response. Schools would have free access with a foot bridge.]
- 3-E Esparto Elementary and Esparto Middle School Music Program
[Carrie Clark updated the Board on the Middle School Music Program. There will be a talent show on April 6th. Question from board members: Will there be a VITA program this year? Carrie Clark responded that there would not be a VITA program this year.]
- 4-E 6th Grade Trip – Pacific Environmental Education Camp
[Sherrie Vann, EMS Principal, announced that the trip is scheduled for March 2017. It will consist of 4 days. Science and Math Teachers will be taking their 6th grade students to this trip. Money is set aside from LCAP funds. This item will be brought back as an "Action Item"].

IX. REQUEST FOR FUTURE INFORMATION ITEMS [Heater needs to be turned on]

X. CONVENE TO CLOSED SESSION

Announcement of Items to be Discussed in Closed Session (Govt. Code § 54957.7 (a)):

[At approximately 7:27 p.m. the Board convened to "Closed Session"]

1. Personnel (Gov. Code § 54957)
2. Conference with Labor Negotiations for ETA, CSEA, and Unrepresented employees, Debbie Howard Assistant Superintendent of Business Services, Pursuant to Gov. Code §54957

XI. RECONVENE TO OPEN SESSION

Announcement of Action Taken in Closed Session

AT APPROXIMATELY 9:23 p.m. the BOARD RECONVENED TO OPEN SESSION AND ANNOUNCED THAT NO ACTION HAD BEEN TAKEN IN CLOSED SESSION

There, being no further business, the meeting adjourned at approximately 9:24 p.m.

Respectfully Submitted,

BONNIE SIMAS
Clerk

Online Agendas

[Board Agenda 2017-01-18](#)
[Special Board Meeting](#)
[Agenda 2016-12-15](#)
[Board Agenda 2016-12-14](#)
[Board Agenda 2016-11-09](#)
[Board Agenda 2016-10-26](#)
[Board Agenda 2016-10-12](#)
[Board Agenda 2016-09-28](#)
[Board Agenda 2016-09-14](#)
[Board Agenda 2016-08-24](#)
[Special Board Meeting](#)
[Agenda 2016-08-11](#)
[Board Agenda 2016-07-27](#)

Board Agenda 2017-01-18

ESPARTO UNIFIED SCHOOL DISTRICT

Board of Education Regular Meeting

ALICE MARSH HALL, ESPARTO HIGH SCHOOL, ESPARTO, CA

Wednesday, January 18, 2017

TRUSTEES

President: Pam Miller

Clerk: Bonnie Simas

Members: Wendy England, Nancy Pennebaker, Becky Schwenger

Superintendent: Diego Ochoa

Student Board Representative: Lupe Anaya

MISSION

To prepare all students to be life-long learners by providing an environment that motivates them to grow to their highest potential and become community-minded, responsible citizens who participate in and contribute to society.

DISTRICT PRIORITIES:

Student Achievement

Recruitment and Retention

Facilities

Fiscal Responsibility

Community Awareness

AGENDA

6:00 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE (6:00 p.m.)

II. APPROVAL OF AGENDA

III. PUBLIC COMMENT

The public may address the Board on any matter, whether or not it is on the agenda, but the law prohibits action by the Board on non-agenda items. The Board reserves the right to take action on any agenda item. Should there be a large number of individuals wishing to address the Board, a limitation of three (3) minutes and one address per person may be imposed (Govt. Code § 54954 and BP 1120).

IV. REPORTS

- A. Report from Board Members
- B. Report of Esparto Teachers Association (ETA)
- C. Report of Classified School Employees Association (CSEA)
- D. Superintendent Report

V. CONSENT AGENDA (6:15 p.m.)

Routine items on the Consent Agenda are enacted by the Board in one motion. Discussion only occurs if members of the Board, Administration or public request specific items be discussed and/or removed from the Consent Agenda:

1-S Approval of Minutes for:

1. [Regular Board Meeting, December 14, 2016](#)
2. [Special Board Meeting, December 15, 2016](#)

1-B Approval of Bills in Batches # 36 – 43

[2-B Approval of Donation \(s\) In Board Packet](#)

[1-H Approval of Certificated Personnel Report #16/17-5](#)

VI. ACTION ITEMS

[1-E Approval of 6th Grade Trip – Pacific Environmental Education Camp](#)

VII. CONFERENCE / ACTION

[1-B Approval of Request for Allowance of Attendance Because of Emergency Condition](#)

[2-B Approval of Memorandum of Understanding and Joint Use Agreement between Esparto Unified School District and the County of Yolo for the Conservation and Use of Recreation Center Facilities](#)
[*Memorandum of Understanding](#)

[1-E Approval of Petition for Early Graduation](#)

VIII. INFORMATION ITEMS

[1-B Financial Report](#)

[* General Fund Budget Update and Revision](#)

[2-B Facilities Report](#)

[*Report](#)

[3-B Discussion of Governor's 17/18 Preliminary Budget](#)

[4-B Government Financial Services Presentation on Fiscal Stewardship: Savings from Refinancing 2007 General Obligation Refunding Bonds](#)
[*Presentation](#)

[5-B 2016-17 P-1 ADA Report](#)

[1-E Implementation of Technology at Esparto Middle School](#)

[2-E Esparto Middle School Student Led Conferences](#)

[*Report](#)

[3-E Revision of Esparto Middle School Handbook](#)

[4-E Esparto High School – Overnight Field Trip Requests:](#)

[* State FFA Convention & Fresno Field Day](#)

[5-E Counseling and College Readiness Block Grant Updates](#)

[6-E Madison Community High School WASC Updates](#)

[* Self Study Report](#)

[7-E Yolo County 4-H Farm Connection Day: May 7, 2017](#)

[1-S Quarterly Report on Williams Uniform Complaints](#)

IX. REQUEST FOR FUTURE BOARD MEETING ITEMS

X. CONVENE TO CLOSED SESSION

Announcement of Items to be Discussed in Closed Session (Govt. Code § 54957.7 (a)):

1. Personnel (Gov. Code § 54957)
2. Conference with Labor Negotiations for ETA, CSEA, and Unrepresented employees, Debbie Howard Assistant Superintendent of Business Services, Pursuant to Gov. Code §54957

XI. RECONVENE TO OPEN SESSION

A. Announcement of Action Taken in Closed Session

XII. ADJOURNMENT

In compliance with Brown Act regulations, the agenda was legally posted no later than January 15, 2017 at 26675 Plainfield Street, Esparto, CA 95627. In compliance with the American Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact the Board of Trustees' Office at 530-787-3446. Notification of at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting.

**The Next Regular Meeting of the Board of Education will be on
Wednesday, February 1, 2017 at 6:00 p.m. at
Alice Marsh Hall, Esparto High School, Esparto, CA**

CLOSED SESSIONS:

The Board of Education may hold closed sessions only for the purposes identified in law and placed on the meeting agenda in the manner required by law. Closed sessions may be held to discuss personnel matters, negotiations/collective bargaining, matters related to student discipline or student rights, security matters, negotiations involving real estate and matters involving potential litigation.

****SUGGESTED APPROXIMATE TIMES:**

The times listed in parentheses are only for time management purposes and are not intended to be time-set agenda items.



ESPARTO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item: VII. 2-B

Meeting Date: **January 18, 2017**

Subject: **Approve Form of Memorandum of Understanding and Joint Use Agreement Between Esparto Unified School District and the County of Yolo for the Construction and Use of Recreation Center Facilities and Delegation of Authority to Superintendent to Execute and Deliver the Agreement to County**

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Department:
Business Services.

Recommendation:

Administration recommends the Board approve the attached form of "Memorandum of Understanding and Joint Use Agreement between the Esparto Unified School District and the County of Yolo for the Construction and Use of Recreation Center Facilities" subject to any minor revisions which are acceptable to both the Superintendent and District legal counsel and approve the delegation of authority to the Superintendent to execute and deliver the Agreement to the County.

Background/Rationale:

California Education Code 10900 authorizes public authorities 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 and further empowers public authorities to cooperate with each other to attain such objectives. The proposed to construct Recreation Center Facilities to meet the needs of the community and the School District; the School District owns an approximate 6.8 acre parcel of vacant land (APN 049-160-014) that the County proposes would be suitable for the Recreation Center Facilities and would be consistent with the School District purposes; and the School District desires to make available to the County such land for the construction and joint use of the Recreation Center Facilities for a thirty (30) year period.

Financial Consideration

None.

Documents Attached:

Memorandum of Understanding and Joint Use Agreement between EUSD and the County of Yolo for the Construction and Use of Recreation Center Facilities.

Estimated Time of Presentation: 15 Minutes

Submitted by: Debbie Howard, Assistant Superintendent of Business Services

Approved by: Diego Ochoa, Superintendent





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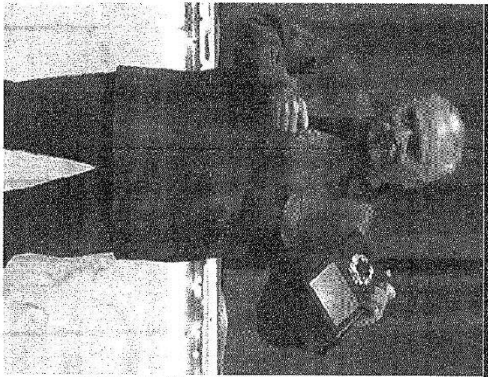
Western Yolo Grange Citizen of the Year Is Awarded to Wyatt Cline

Each year, the Western Yolo Grange recognizes a citizen who makes a difference in the community. Wyatt Cline received the Citizen of the Year award at the 70th Annual Western Yolo Grange Christmas play on Saturday December 10, 2016. Grange President Paul Muller presented the award to Wyatt Cline (pictured left) highlighting his many achievements.

Wyatt Cline started his fire service career with the Woodland Fire Department in 1979. He became Fire Captain in 1990 and Battalion Chief in 2004. He served in the fire service for 31 years. He served on the board of directors of Capay Valley Vision for eight years, and was president of this board for six years. He supports Backpacks for Kids annually. As a lifelong conservationist, Wyatt Cline works with the NRCSS to implement erosion prevention, habitat restoration, cover crop planting, and water saving projects on his ranches in the Capay Valley. He cares deeply about people, land and animals. He participated in the Restore Kestory Project, a people's history of the Cache Creek Nature Preserve.

Wyatt Cline loves the history of people and places and has many stories about his grandparents, who met at the Grange Hall at a dance, and great grandparents who lived in Woodland and in the Capay Valley. Most recently, Wyatt Cline re-opened the Corner Store in Guinda to serve the community.

The Christmas play, *Rescued the Red-Nosed Reindeer*, was directed by volunteers Rachael Jaspersen, LaVella Kiny, Debbie Carson, and Chelan Bailey. Play sponsors included the Western Yolo Grange, the Carson family, and the Tompkins family. (See pictures below and on pg. 11.)
Submitted by Traci Campbell



Capay Valley Action Plan Community Meeting

On behalf of the entire Capay Valley community, Capay Valley Vision invites you to attend the final meeting of the Capay Valley Action Plan drafting process. The meeting will be held at the Esparto Community Center on Thursday, January 19 at 5:30 p.m.

Over 30 local community groups have been participating since October in the drafting of this Action Plan, which will be a consensus statement of the medium and long-term needs of our Valley. It will serve as a statement of the most pressing issues, needs, and priorities of our community, as identified by our local organizations and as discussed at previous community-wide meetings in October and November. Issues range from traffic to community services, from economic development and education to recreation resources, water, agriculture, housing, and infrastructure needs.

At the conclusion of this meeting, chapter teams will finalize their inputs, and Capay Valley Vision will gather them together into one document to submit to the County and to post on any organization's website as a statement of our local needs. While this document will not be binding on any community partner, we do hope it will focus our efforts over the next 3-5 years as we seek to make our community a better place to live and create a better sense of space. Look forward to seeing you there!

Submitted by Jim Rice, Capay Valley Action Plan Facilitator, (530) 986-1681

January 2017

For more information, contact, email valleyvoice@hotmail.com

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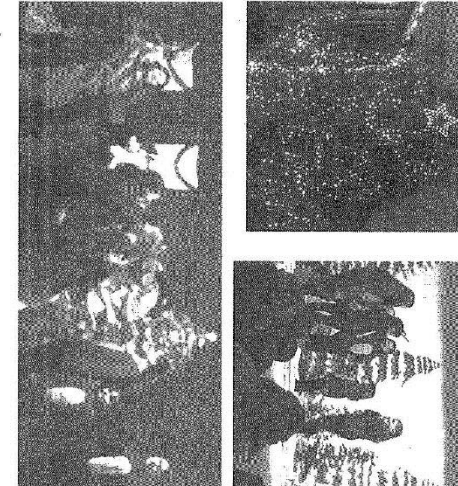
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The Valley Voice

P.O. Box 133

Esparto, CA 95627

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CAPAY VALLEY VISION

Preserving a sense of place

The Capay Valley Vision Board of Directors wish everyone a Happy Holiday Season and lots of good cheer for 2017. Our work continues and the community-wide Action Plan based on an update of the 2003 Consensus Document will provide a direction forward in keeping the Capay Valley thriving and vital to the 21st century. (See pg. 1)

Esparto Park and Pool Community Meeting

Thursday, January 12, 2017
7:00 pm
Esparto Regional Library Meeting Room
Yolo County staff will provide updates on the Esparto Park and Pool project. The meeting is open to the public. Refreshments provided. Contact Traci Campbell (530) 249-0903 for additional information.



"I have a dream that my four children will one day live in a nation where they will not be judged by the color of their skin, but by the content of their character."
Martin Luther King, Jr.

Martin Luther King's birthday holiday will be celebrated on January 16.



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COUNTY OF YOLO

Esparto Community Park & Aquatic Center Project

Meeting Name: Community Public Meeting

Date & Time: January 12, 2017, 7:00 PM

Location: Esparto Regional Branch Library, 17065 Yolo Avenue, Esparto, CA 95627

Please sign-in...

FIRST NAME	LAST NAME	ADDRESS	PHONE NUMBER	EMAIL ADDRESS	INITIALS
Babs	Beckwith	25969 Grafton	979-6310	Babsbeckwith12@gmail.com	
Sue	Horton	19800 RT 7	796-3008	hertman3@yahoo.com	
KERRY	Wicker	16906 Orleans	9163906797	osugmukaw@gmail.com	
Trini Campbell	POB42		530.2490903		
Ana Valenzuela		16825 Sebastian Way	5307874038		
Fito	Valenzuela	16825 Sebastian Way	15307874038		
Michele	Hart	16917 Alpha St	2013707	myplexushealth@aol.com	

COUNTY OF YOLO

Esparto Community Park & Aquatic Center Project

Meeting Name: Community Public Meeting

Date & Time: January 12, 2017, 7:00 PM

Location: Esparto Regional Branch Library, 17065 Yolo Avenue, Esparto, CA 95627

Please sign-in...

FIRST NAME	LAST NAME	ADDRESS	PHONE NUMBER	EMAIL ADDRESS	INITIALS
Charles	Breckenridge	26265 Hwy 16	530-312-9023	Charles.breckenridge@yolocounty.org	[Signature]
Mark	Nichols	16715 Omega	531-787-3117	markn@earthlink.net	
Merida	Murray	16744 Parker			
Randal	Jacobs	16980 Alpha	532-723-8442		RJ
Jennifer	Cardoza	26379 Grafton		missjenny??@gmail.com	JC
Cynthia	Hausstad	24490 County Rd 22A	530-318-7128	cynthiahausstad@gmail.com	CH
Barry P.	Burns	16667 Parker Place	530 989-3633		BBB

COUNTY OF YOLO

Esparto Community Park & Aquatic Center Project

Meeting Name: Community Public Meeting

Date & Time: January 12, 2017, 7:00 PM

Location: Esparto Regional Branch Library, 17065 Yolo Avenue, Esparto, CA 95627

Please sign-in...

FIRST NAME	LAST NAME	ADDRESS	PHONE NUMBER	EMAIL ADDRESS	INITIALS
maria	salas	26972 Graften st	630-787-4735		M.S.
SAM	CODY	23820 co rd. 2-2	530-787-3473		AC
Jed	Fletcher	16917 Alpha St.	530-761-1811		
Gretchen	Paddock	24155 Ct. Rd 22	530-908-0473	bgpaddock@gmail	JP

* Additional attendees (~30 total) however some declined the sign-in sheet.

Attachment E.
Project Information Sheet

COUNTY OF YOLO

Esparto Community Park & Aquatic Center PROJECT INFORMATION SHEET

Background

- 2012: \$2.9M grant award from CA Department of Parks & Recreation for the development of a community park and aquatic center
- 2015: Proposition 218 special assessment passed for operations & maintenance costs
- 2016: Environmental challenges at original property identified / alternate property adjacent to the High School proposed

Timeline

- January 2017: CEQA Mitigated Negative Declaration Complete
- January 2017: Letter to the State for Site Change
- February 2017: State Approval of Plan
- February – September 2017: Project Design
- October – November 2017: Construction Bidding
- November 2017: Construction Begin
- June 2019: Construction Complete

Proposed Amenities & Site Plan

- Site 8.67 acres
- Aquatic Center: 41,000 s.f.
Building 2,700 s.f.
Field Restroom for Park Use
- Pool: 6 lanes/25 yards w/ leisure area
- Soccer/Football Fields: 180'x360'
- Basketball Court: 50'x94'
- Little League/Softball Field: 200' deep
- Stormwater Basin: .34 acres
- Half-Mile Walking Trail
- Parking Area: 60 cars
- Park / Picnic Area
- Potential Pedestrian Footbridge



For project information and resources call (530) 666-8150 or visit
www.yolocounty.org/esparto-community-park-aquatic-center-project

Attachment F.
Letters of Support

CAPAY VALLEY VISION

P r e s e r v i n g a s e n s e o f p l a c e

Capay Valley Vision PO Box 799 Esparto, CA 95627 www.capayvalleyvision.org

January 4, 2017

Dear Ms. Baum:

Capay Valley Vision supports the new site for the Esparto Park and Pool to be located on the EUSD and the Herrera property near the corner of Yolo Avenue and State Route 16 in Esparto. Capay Valley Vision is a non-profit, 501 (c) 3 organization with a purpose of enhancing ongoing communication within the diverse community of the Capay Valley, reflecting all opinions and searching for common ground on the vision for the Valley's future. One of the primary purposes of Capay Valley Vision is to enhance community health and well-being for the citizens of the region. Formed in 2000 to foster a community-wide vision for the future of the Capay Valley region, we facilitate collaborative processes for common dialogue, planning and action. The board of directors is a 13-member board from many different communities throughout Capay Valley. Board members include representatives from the Esparto Unified School District, the Yocha Dehe Wintun Nation, RISE, Inc., Western Yolo Recreation Center Association, New Seasons Community Development Corporation, Madison Community Service District, business owners, and farmers.

Capay Valley Vision has 5 focus areas: Agriculture and Environment, Economic Development, Housing, Transportation and Recreation. A Recreation Task Force formed in 2004 as a subcommittee of CVV. The Recreation Task Force conducted community planning sessions prior to the State Parks Grant opportunity. During the planning sessions, community members identified and prioritized the need for more public park space. The top park features were a public swimming pool, playing fields, and a walking trail in Esparto as there are very few sidewalks in town for safe pedestrian walkways.

The partnership of the Esparto Unified School District with Yolo County will provide a park site that gives the community the most recreation benefits. The new park site is in a prime location for public access to the park, is centrally located on a State Route that is the main thoroughfare through the town of Esparto for visitors to the region to utilize the park, and will benefit people of all ages.

Sincerely,



Alice Meserve Manas, President Capay Valley Vision

Capay Valley Vision fosters community-wide vision for the future of the Capay Valley region. It facilitates collaborative processes for common dialogue, planning and action. Capay Valley Vision moves community action toward a better future.

One of Capay Valley Vision's Five Focus Areas: Recreation

- ❖ Creation of Recreation Task Force in 2002
- ❖ Western Yolo Recreation Center Association and Capay Valley Vision Recreation Task Force write grant proposal with County of Yolo for \$2.89 million from the California State Department of Parks and Recreation for a public swimming pool, park, ball fields and walking paths; Grant awarded in 2011
- ❖ Worked with Yolo County on grants for Esparto Park improvements including bathrooms; kiddie play area and handicap parking
- ❖ Aided in the passage of a 218 election for a Parks and Recreation District, approved in 2015 by 61% of the property owners in Esparto
- ❖ Raised funds along with the Yolo Community Foundation for the Western Yolo Recreation and Aquatic Fund.
- ❖ Serve on a Project Development team with Yolo County for the Parks and Recreation project to be built beginning in 2016

Mary Baum, Associate Park and Recreation Specialist
State of California, Dept. of Parks and Recreation
1416 9th Street, Room #918
Sacramento, CA. 95814
December 29, 2016

Dear Ms. Baum,

My husband and I are the trustees of the Heitman Family Fund. The fund carefully reviews projects that are inspiring and sustainable for local small communities, particularly rural communities in Yolo County. After realizing how crucial the Esparto Park and Pool Project was to the communities of the Capay Valley, we opened an endowment with our funds called the Western Yolo Parks and Recreation Fund through the Sacramento Community Foundation, affiliated with the Yolo Community Foundation.

The endowment allowed other funders, particularly the ones outside the boundaries of the Esparto 218 assessment, to place funds in trust for the operations and maintenance of the Esparto Park and Pool project upon opening. Through the endowment process, the fund will continue to grow to assure that the project will have a backbone of support. This coupled with the will of the Esparto community passage of a 218 assessment will keep this project on an even keel for many years once built. We have since used this mechanism to garner pledges for the endowment representing approximately \$650,000 over the next three years. Currently, there is \$120,000 in the endowment for operations and maintenance.

We surveyed our pledged funders and they unanimously approve the new site of the Esparto Park and Pool project next to the Esparto High School on Yolo Ave. in Esparto. This site was the first choice of all we represent and we are hopeful that the State of California will recognize that this site change is fully supported by this endowed fund.

Thank you for the consideration.

Sincerely,

A handwritten signature in cursive script that reads "Suzanne & Larry Heitman". The signature is written in black ink and is positioned above the printed name of the signatories.

Suzanne and Larry Heitman of the

Suzanne and Larry D. Heitman Charitable Fund

New Season Community Development Corporation



Mary Baum, Associate Park and Recreation Specialist
State of California
Dept. of Parks and Recreation
Office of Grants and Local Services
1416 9th Street, Room #918
Sacramento, CA. 95814

Dear Ms. Baum and Parks Dept.,

New Season has supported the Esparto Park and Pool project since its inception. Our first hope and now renewed hope would that the project could be accommodated on the Esparto Unified School District (EUSD) property at the corner of Yolo Ave., Highway 16. This property is adjacent to the Esparto Unified School District and within a short distance from both the Esparto Middle School and Elementary School. It is certainly safe biking distance from all sections of the community.

Our small community passed a 218, the first in over 20 years, because of our support for this project. The original hope and grant application utilized the school property as the communities' first choice. It remains their first choice and most accessible, affordable and accommodating of the project scope. The EUSD was very generous in its shared hope that this project would serve all school children as well.

New Season as a non-profit organization, is focused on community development. Because we are an unincorporated community, our non-profit acts as the community development arm for our community purchasing property in Esparto along Highway 16; rehabilitating the properties and finding businesses and organizations to populate these properties, many times with incubating their success. We own two blocks of Esparto which include businesses such as ACE hardware and the Esparto Post Office and also organizations like the new Spartan Grounds, a coffee shop of the EUSD culinary program. New Season also created Junk, Funk and Finery a re-use store, the first commercial clothing and goods store in Esparto. To do these many projects, we have

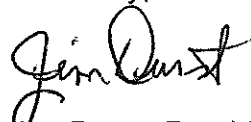
New Season Community Development Corporation a 501(c)3 organization serving the
Capay Valley
P.O. Box 661 Esparto, CA. 95627

built funding partnerships with USDA Rural Development, Yocha Dehe Wintun Nation, Rural Initiative of Yolo County, First Northern Bank and several foundations and local farms. We have partnered with local non-profits like Capay Valley Vision, RISE and Western Yolo Recreation Center Assoc. to accomplish our goals.

New Season is truly invested in Esparto. We know of no better way to continue this investment in our community than to have the park and pool project on Yolo Ave. next to our Esparto High School. We sincerely welcome the opportunity to talk with you further about why this project and the proposed changed site are crucial to our community vision and its future.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Jim Durst". The signature is written in a cursive, flowing style.

Jim Durst, President

WYORCA

WESTERN YOLO RECREATION CENTER ASSOCIATION
P.O. BOX 453, ESPARTO, CA 95627

January 4, 2017

Dear Ms. Baum:

The Western Yolo Recreation Center Association (WYORCA), a public benefit, non-profit, 501(c)3 organization formed in 2001, supports the Esparto Park and Pool proposed project site on Esparto Unified School District property located near the corner of State Route 16 and Yolo Avenue in Esparto. This location will be accessible to residents of all ages, is next to the Esparto High School, is within a 1/2 mile of the Esparto Middle School and Esparto Elementary School and is within walking and bicycling distance from the residential neighborhoods in Esparto.

Community volunteers, the County of Yolo, the EUSD, the Yocha Dehe Wintun Nation, and local non-profit organizations including the Western Yolo Recreation Center Association, New Seasons CDC, Capay Valley Vision and youth sports groups have worked in partnership to support this recreation enhancement project for over a decade. Many community members have been actively involved in the planning of the new park since 2000. In 2015, property owners within the town boundary passed a special assessment with 61% yes votes to support the annual operations and maintenance of the Esparto Park and Pool.

In outreach to community residents the following priority park features were identified: a public swimming pool, playing fields, a walking trail, and an outdoor basketball court. Youth sports teams will have space to practice and compete with recreation league teams, the elderly will be able to walk along the perimeter pedestrian trail in a town lacking sidewalks, youth and adults will have an opportunity to safely learn how to swim, and pick-up basketball will be played during the summer or after school. These park amenities in the proposed park location will greatly enhance the health and wellness of our unincorporated community and will be accessible to all.

Sincerely,



Trini Cambell, WYORCA President
530-249-0903

WYORCA

A non-profit corporation with a mission of raising funds to build a community swimming pool and recreation facility in the Madison/Esparto/Capay Valley region.



January 10, 2017

Mary Baum, Associate Park & Recreation Specialist
Department of Parks & Recreation
1416 9th Street, Room #918
Sacramento, CA 95814

Dear Ms. Baum:

Please accept this letter of support from Yocha Dehe Wintun Nation for the proposed new project site for the Esparto Park and Aquatic Center. The new site, located on the Esparto Unified School District (EUSD) property near Yolo Avenue and State Route 16, is a much improved location for this highly anticipated community recreation area. The new location is much more accessible for residents of all ages, is next to the Esparto High School, less than a 1/2 mile from the Esparto Middle School and Esparto Elementary School and is within walking and bicycling distance from the residential neighborhoods in Esparto.

Local non-profit organizations including the Western Yolo Recreation Center Association, New Seasons CDC, Capay Valley Vision and youth sports groups, along with community volunteers, County of Yolo, and Esparto Unified School District have worked in partnership to support this recreation enhancement project for over a decade. Many community members have been actively involved in the planning of the new park since 2000. In 2015, property owners within the town boundary passed a special assessment with a 61% yes vote to pay for the annual operations and maintenance of the Esparto Park and Aquatic Center.

As a sovereign tribal nation, we have invested in Esparto and the surrounding communities over the years with a deep commitment to improving the quality of life for ourselves and our neighbors. Yocha Dehe Wintun Nation endorses the Esparto Park and Aquatic Center project and has dedicated philanthropic support to ensure that future operational expenses for the project are secure.

The Esparto Park and Aquatic Center will provide Capay Valley residents, for the very first time, access to a public swimming pool, playing fields, a walking trail, and an outdoor basketball court. Youth sports teams will have space to practice and compete with league teams, the elderly will be able to walk along the perimeter pedestrian trail in a town lacking sidewalks, youth and adults will have an opportunity to safely learn how to swim, and pick-up basketball will be played during the summer or after school. These park amenities in the proposed park location will greatly enhance the health and wellness of our unincorporated community.

Wile bo,

A handwritten signature in blue ink, appearing to read "Leland Kinter".

Leland Kinter
Tribal Chairman

Yocha Dehe Wintun Nation

PO Box 18 Brooks, California 95606 p) 530.796.3400 f) 530.796.2143 www.yochadehe.org

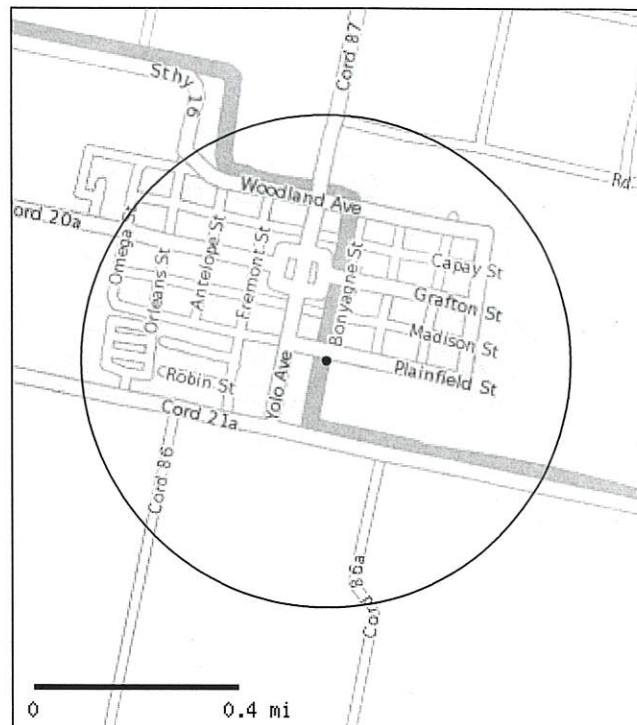
Attachment G.
Fact Finder Report

California State Parks Community Fact Finder Report

ROUND TWO

This is your Community FactFinder report for the project you have defined. Please refer to your Project ID in any future communications about this project.

Project ID:	31248
Date created:	December 1, 2016
County:	Yolo
City:	Esparto
Coordinates:	38.690769, -122.016993
Total Population:	1,609
Median Household Income:	\$52,895
Number of people below poverty line:	197
Park acreage:	1.06
Park acres per 1,000 population:	0.66



Project Site

If your service area includes a modified park (outlined in red), the statistic shown match the new boundary. All numbers above have been calculated based on a 1/2 mile radius from the point location of your project. Demographics are figured by averaging population numbers over selected census block groups and using the percent of the block group within the project circle to determine the actual counts.

Parks and park acres are based on best available source information but may not always contain exact boundaries or all parks in specific locations. Parks acreage does not include major lakes or ocean. Users can send update information to: parkupdates@parks.ca.gov

Data Sources:

Demographics - Claritas Pop-Facts, block group level (2010)
Parks - Calif. Protected Areas Database v. 1.6 (Feb. 2011)

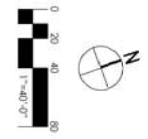


Community FactFinder is a service of the
California Department of Parks and Recreation
www.parks.ca.gov

Community FactFinder created
by GreenInfo Network
www.greeninfo.org



Attachment H.
Revised Site Plan



SITE TABULATIONS

- Site: 8.67 acres
- Aquatic Center: 41,300 s.f.
- Building 2,700 s.f.
- Field restroom for park use
- Pool: 6 lanes/25 yards w/ leisure ell
- Soccer/Football Fields: 180'x360'
- Basketball: 50'x94'
- Little League/Softball: 200' deep
- Stormwater Basin: .34 acres
- Parking Area: 60 cars
- Walking Trail: 1/2 mile +/-

Attachment I.
Revised Cost Estimate

COUNTY OF YOLO

Esparto Community Park & Aquatic Center

Revised Cost Estimate

GRANT SCOPE ITEMS	REVISED ESTIMATED COST
Acquisition: APN 049-160-017, 8.67 AC	\$ 350,000
Community Pool and Equipment	\$ 1,500,000
Athletic Fields and Courts	\$ 176,000
Parking Lot	\$ 120,000
Pedestrian/Vehicle Access	\$ 100,000
Utilities	\$ 200,000
Storm Water Detention Basin	\$ 50,000
Landscaping/Walking Trail and Picnic Area	\$ 100,000
TOTAL ESTIMATED COST	\$ 2,596,000
Total Estimated Pre-Construction Cost (Architect/Engineers)	\$ 300,000
TOTAL PROJECT COST	\$ 2,896,000
REQUESTED GRANT AMOUNT	\$ 2,896,000

For project information and resources call (530) 666-8150 or visit
www.yolocounty.org/esparto-community-park-aquatic-center-project

Attachment J.
Revised Project Timeline

COUNTY OF YOLO

Esparto Community Park & Aquatic Center

Revised Timeline

January 2017	CEQA Mitigated Negative Declaration Complete
January 2017	Letter to the State for Site Change
February 2017.....	State Approval of Plan
February – September 2017	Project Design
October – November 2017	Construction Bidding
November 2017	Construction Begin
June 2019.....	Construction Complete

Attachment K.

Notice of Determination for the Esparto Park
and Aquatic Recreation Center California
Environmental Quality Act Mitigated
Negative Declaration (SCH#: 2016122033)

COUNTY RECORDER

Filing Requested by:

Yolo County Dept. of Community Services

Name

292 West Beamer Street

Address

Woodland, CA 95695

City, State, Zip

Attn: Taro Echiburu

FILED
YOLO COUNTY CLERK/RECORDER

JAN 18 2017

JESSE SALINAS, CLERK

DEPUTY JOSIE RAMIREZ

Notice of Determination



To: Yolo County Clerk
625 Court Street
Woodland, CA 95695

To: Office of Planning and Research
P.O. Box 3044
1400 Tenth Street, Room 121
Sacramento, CA 95812-3044

Subject: Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

Project Title: Esparto Park and Aquatic Recreation Center **State Clearinghouse Number:** 2016122033

Applicant: County of Yolo
Yolo County Department of Community Services
Woodland, CA. 95695
(530) 666-8045

Project Location: South East corner of Yolo Avenue (State Route 16) and Plainfield Street in Esparto, unincorporated Yolo County; APN 049-160-014 and 049-160-017.

Project Description: The proposed Project is the construction of a combined community park and aquatic recreation center on both contiguous properties which would include the following facilities:

- An approximately 41,300 square foot (0.9 acre) pool complex, including a competition-size outdoor public swimming pool; and a 2,700 square foot aquatic center with locker room facilities;
- A 60-space parking lot adjacent to the recreation center and aquatic center;
- One 200-foot radius softball/little league field;
- Two soccer/football fields;
- One outdoor basketball court;
- Outdoor picnic tables;
- A pedestrian path system that encircles the perimeter of the site; and
- A detention basin on approximately 0.34 acre; and
- A possible pedestrian/bicycle access bridge over Lamb Valley Slough connecting to the site from Plainfield Street.

POSTED JAN 18 2017

FILE # _____ FILE NAME _____
AUTHORIZED SIGNATURE _____

RECEIPT# _____
FEE STATUS _____

N17-05

1. The project will not have a significant effect on the environment.
2. A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were made conditions of approval of the project.
4. A mitigation monitoring plan was not adopted for this project.
5. A statement of Overriding Considerations was not adopted for this project.
6. Findings were made pursuant to the provisions of CEQA.

This is to certify that the Mitigated Negative Declaration is available to the General Public at the Yolo County Department of Community Services located at 292 West Beamer Street, Woodland, California.

Signature (Public Agency)  Date: January 18, 2017
Title: Director Phone: (530) 666-8045

Date received for filing at OPR:

FILE # _____ FILE NAME _____
AUTHORIZED SIGNATURE _____

RECEIPT# _____
FEE STATUS _____



State of California - Department of Fish and Wildlife

2017 ENVIRONMENTAL FILING FEE CASH RECEIPT

DFW 753.5a (Rev. 12/15/15) Previously DFG 753.5a

RECEIPT NUMBER: 57 - 01182017 - 05
STATE CLEARINGHOUSE NUMBER (If applicable) 2014122033

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY YOLO COUNTY DEPARTMENT OF COMMUNITY SERVICES	LEAD AGENCY EMAIL	DATE 01/18/2017
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COUNTY/STATE AGENCY OF FILING Yolo	DOCUMENT NUMBER N17-05
---------------------------------------	---------------------------

PROJECT TITLE
ESPARTO PARK ABD AQUATIC RECREATION CENTER

PROJECT APPLICANT NAME TARO ECHIBURU	PROJECT APPLICANT EMAIL	PHONE NUMBER (530) 666-8045
---	-------------------------	--------------------------------

PROJECT APPLICANT ADDRESS 292 W BEAMER STREET	CITY WOODLAND	STATE CA	ZIP CODE 95695
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PROJECT APPLICANT (Check appropriate box)

Local Public Agency School District Other Special District State Agency Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$3,078.25	\$	0.00
<input checked="" type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,216.25	\$	2,210.25
<input type="checkbox"/> Certified Regulatory Program document (CRP)	\$1,046.50	\$	0.00

- Exempt from fee
 - Notice of Exemption (attach)
 - CDFW No Effect Determination (attach)
- Fee previously paid (attach previously issued cash receipt copy)

<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$	0.00
<input checked="" type="checkbox"/> County documentary handling fee		\$	\$50.00
<input type="checkbox"/> Other		\$	

PAYMENT METHOD:

- Cash Credit Check Other

TOTAL RECEIVED \$ 2,260.25

SIGNATURE X	AGENCY OF FILING PRINTED NAME AND TITLE JOSIE RAMIREZ, DEPUTY
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State of California - Department of Fish and Wildlife
2017 ENVIRONMENTAL FILING FEE CASH RECEIPT
 DFW 753.5a (Rev. 12/15/15) Previously DFG 753.5a

RECEIPT NUMBER: 57 - 01182017 - 05
STATE CLEARINGHOUSE NUMBER (If applicable) 2016122033

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY YOLO COUNTY DEPARTMENT OF COMMUNITY SERVICES	LEAD AGENCY EMAIL	DATE 01/18/2017
COUNTY/STATE AGENCY OF FILING Yolo	DOCUMENT NUMBER N17-05	

PROJECT TITLE
ESPARTO PARK ABD AQUATIC RECREATION CENTER

PROJECT APPLICANT NAME TARO ECHIBURU	PROJECT APPLICANT EMAIL	PHONE NUMBER (530) 666-8045
PROJECT APPLICANT ADDRESS 292 W BEAMER STREET	CITY WOODLAND	STATE CA
		ZIP CODE 95695

PROJECT APPLICANT (Check appropriate box)

Local Public Agency
 School District
 Other Special District
 State Agency
 Private Entity

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<input checked="" type="checkbox"/> County documentary handling fee		\$	\$50.00
<input type="checkbox"/> Other		\$	

PAYMENT METHOD:

Cash
 Credit
 Check
 Other **IB**

TOTAL RECEIVED \$ 2,260.25

SIGNATURE 	AGENCY OF FILING PRINTED NAME AND TITLE JOSIE RAMIREZ, DEPUTY
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