BOARD OF DIRECTORS
Teresa Higgins – Chair
Michael Seaman – Vice Chair
Kathy Stricklin – Secretary
Laura Lavallee – Director
Chris Fischer – Director

FULTON–EL CAMINO RECREATION AND PARK DISTRICT

REGULAR BOARD OR DIRECTORS MEETING

AGENDA

Thursday, October 15, 2026 | 6:30 p.m.
Richard T. Conzelmann Community Center
2201 Cottage Way, Sacramento, CA 95825

Board Room

TELECONFERENCE ACCESS (Supplemental)

Zoom: https://us02web.zoom.us/j/85394669812
Dial-In: +1 (669) 900-9128 (U.S.)

Members of the public may attend the meeting in person at the location listed above.

MISSION STATEMENT
Enhance the quality of life for our community by providing park facilities and recreation programs of exceptional quality while maintaining and protecting our parklands for future generations.

1. CALL TO ORDER / ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

Non-Agenda Items
Members of the public may address the Board on items **not listed on this agenda** that are within the subject matter jurisdiction of the District. Individual comments are limited to **three (3) minutes**, unless otherwise determined by the Chair. Pursuant to the Brown Act, the Board **may not discuss or take action** on any item not appearing on the agenda. Board members may:

- Ask brief clarifying questions
- Request staff to report back at a future meeting
- Refer matters to staff

Members seeking a response to a specific question are encouraged to contact the General Manager.

Agenda Items
Public comment on agenda items will be taken **at the time each item is considered**.

Public Comment Procedures
- **In person:** Complete a speaker card and submit it to the Clerk of the Board.

- **Zoom/Phone:** When recognized by the Chair, state your name and the item you wish to address.

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4. CONSENT ITEMS (Motion)

The Consent Calendar items are those expected to be routine and noncontroversial. They will be acted upon by the Board of Directors after providing an opportunity for public comment.

P. 4 - 7 4.1 Approve the Minutes of the September 2026 Regular Board & Committee Meetings

4.2 Accept Financial Activity

P. 8 - 16 a. Summary Financial Statement of Activity YTD September 2026
P. 17 - 18 b. Receive the Program Revenue and Refund Report for September 2026
P. 19 c. Receive Revolving Fund Report for September 2026
P. 20 - 21 d. Receive the Payroll Report for September 2026
P. 22 - 26 e. Receive Claims for September 2026
P. 27 - 32 f. Receive Parks, Recreation, and Facility Rentals Report September 2026

P. 33 - 34 4.3 General Manager's Monthly Update

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5. PRESENTATIONS

P. 35 - 45 5.1 Property Tax Exemptions and the Impacts on FEC – Informational Only

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6. DISCUSSION AND DIRECTION ITEMS (Motion or Approval Required)

The Board will review and discuss taking appropriate action on the following matters:

P. 46 - 69 6.1 Measure Q Implementation, Reimbursement, and Updated Project Projections Through June 30, 2026

The Board will consider approving the updated projects.

P. 70 - 104 6.2 Approve the Contract with Westcon Construction for the Howe Park Bridge 3 Replacement Project.

The Board will consider approving the contract with Westcon Construction to replace the final bridge at Howe Park.

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7. INFORMATIONAL ITEMS (No Action Required)

7.1 Safe Play Park at Howe Park – Event on Thursday, October 22, 2026 at 5:30 pm with CHP.

7.2 Babcock Park Reopening – Wednesday, September 23, 2026, 2:30 pm at Babcock Elementary School in conjunction with the City of Sacramento and Twin Rivers Unified School District.

7.3 Recap of the Slough Time Grant

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8. CORRESPONDENCE/ANNOUNCEMENTS

P. 105 - 108 8.1 Governor Newsom's Final Actions Touch Workplace Tech, CPRA, Public Works, and More

P. 109 - 110 8.2 CARPD: District Spotlight - emPOWERment Park

P. 111 8.3 Community Safety Event with CHP, October 22, 4-6p, Howe Park Safe Play Park – Flyer

P. 112 8.4 Howe Park's Frightfully Fun Carnival, October 24, 1-4p, Howe Park - Flyer

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9. COMMITTEE REPORTS

a. Personnel and Finance – Chair, Director Lavallee
b. Programs, Facilities and Projects – Chair, Director Seaman
c. Community Relations – Chair, Director Stricklin, did not meet

10. FUTURE AGENDA ITEMS/MATTERS INITIATED/ANNOUNCEMENTS BY THE DIRECTORS

11. FUTURE AGENDA ITEMS/MATTERS INITIATED/ANNOUNCEMENTS BY THE GENERAL MANAGER

12. ADJOURNMENT

13. SIGN ALL APPROVED DOCUMENTS

Next Regular Board Meeting on Thursday, November 19, 2026

AMERICANS WITH DISABILITIES ACT ACCOMMODATIONS – *If you are a person with a disability and you need a disability-related modification or accommodation to participate in this meeting, then please contact Mike Chahal at (916) 927-3802 or fax (916) 927-3805. Requests must be made as early as possible, and at least three full business days before the start of the meeting.*

BOARD MEETING MATERIALS - *Non-confidential documents or writings for items on this agenda submitted to the Board of Directors after distribution of the Board Packet are available to the public at the same time at the address listed above during regular business hours.*

MEETING RECORDINGS – *Members of the public are hereby notified that meetings of the Board of Directors are recorded. Requests for the audio recordings be directed to the Chief Financial Officer, Mike Chahal.*

BOARD OF DIRECTORS
Teresa Higgins – Chair
Michael Seaman – Vice Chair
Kathy Stricklin – Secretary
Laura Lavallee – Director
Chris Fischer – Director

FULTON–EL CAMINO RECREATION AND PARK DISTRICT

CONSENT AGENDA ITEM: Minutes 4.1

Thursday, September 17, 2026 | 6:30 p.m.
Richard T. Conzelmann Community Center
2201 Cottage Way, Sacramento, CA 95825

1. CALL TO ORDER / ROLL CALL, 6:30pm

Board Members:
Teresa Higgins, Chair – Absent
Michael Seaman, Vice Chair – Present
Kathleen Stricklin, Secretary – Present
Laura Lavallee, Board Director – Present
Chris Fischer, Board Director – Present

Staff Members:
Emily Ballus, GM
Mike Chahal, Staff
Jaden Delfer, Staff
Ryan Harder, Staff
Gavin Ralphs, District's Counsel

Public Attendees:
Steven Rice, District Resident
Tim Castleman

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT
No public comments.

4. CONSENT ITEMS (Motion)
The Consent Calendar items are those expected to be routine and noncontroversial. They will be acted upon by the Board of Directors after providing an opportunity for public comment.

4.1 Approve the Minutes of the August 2026 Regular Board & Committee Meetings
4.2 Accept Financial Activity
- a. Summary Financial Statement of Activity YTD August 2026
- b. Receive the Program Revenue and Refund Report for August 2026
- c. Receive Revolving Fund Report for August 2026
- d. Receive the Payroll Report for August 2026
- e. Receive Claims for August 2026
- f. Budget to Actuals Departmental Reports – YTD August 2026
- g. Receive Parks, Recreation, and Facility Rentals Report August 2026

4.3 General Manager's Monthly Update

Secretary Stricklin made the motion to approve the consent agenda and Director Fischer seconded the motion. Motion passes with a vote 4-0-1-0 (Ayes, Noes, Absent, Abstain).

5. PRESENTATIONS

5.1 Contracts – GM Ballus mentioned that at the last meeting there were some questions on the process of contracts being vetted and provided to the board for approvals. Gavin Ralphs, BKS Law Firm, District Counsel, gave a presentation on different three different types of contracts templates that are provided by BKS to their clients for Special Districts. They are Services Agreement, Short Form Public Works and Long Form Public Works contracts entails standard items to be included that are relevant to Special Districts. Gavin provided details on each type of contract and which contracts to use in different circumstances. The contacts provided by BKS are reviewed periodically for changes in rules, laws and regulations as needed.

Public Comments:
Steven Rice, District Resident asked the question If there were financial qualifications on contracts that require financial statements from the contractor or look at prior work done on a the Long Form? Gavin stated that is something that can be altered in the contract and generally it looks at the experience in five or six projects of similar capacity and dollar value of contracts. Gavin also mentioned that a Bond is usually required from the contractors.

Steven Rice also posed a question on where the bidding is or contracts that are posted. The response was that it is generally posted on the local papers and on the District website.

No further discussions and the Board thanked Gavin for the information presented.

6. DISCUSSION AND DIRECTION ITEMS (Motion or Approval Required)

The Board will review and discuss taking appropriate action on the following matters:

6.1 Approve Updated Procurement Policy 3080 and Adopt Resolution Authorizing Participation in the Sourcewell Cooperative Purchasing Program. (Resolution-Motion) The Board will consider approving the updated Procurement Policy 3080 which includes participating in Sourcewell, a cooperative purchasing program.

GM Ballus stated that we updated our procurement policy last year and since then there were discussions for GM to increase the approval amount to $50,000 to move projects efficiently for completion. This is to include Sourcewell Cooperative Purchasing Program to be include in the policy. Ralph Gavins stated that $50,000 is reasonable amount for GM approval and the inclusion of Sourcewell in the procurement policy.

Gavin stated that BKS recommends including Sourcewell in the policy. This gives an option to the District to use Sourcewell as an option. Director Lavallee asked if we need to use Sourcewell and Gavin stated that it's an option and can opt to not use them. Vice Chair asked that if Sourcewell met the needs of the JPA and local government. GM Ballus mentioned that we can get the information to the Board.

Director Lavallee made the motion to approve the policy and the motion was seconded by Secretary Stricklin, and the motion passes with a vote of 4-0-1-0 (Ayes, Noes, Absent, Abstain).

Vice Chair Seaman asked the GM to check with other recreation and park districts for relevant information on the use of Sourcewell.

6.2 Approve Emergency Repairs on Bohemian Park Bridge. (Motion)
The Board will consider approving the emergency repairs on the bridge at Bohemian Park.

GM Ballus asked Westcon to evaluate Bohemian and Creekside and invited Eric Cambell from Westcom to provide information on the bridge, which should not be open due to condition. Eric joined the meeting via Zoom, and reviewed bridges and noted that the bridge deck is lower by 3 inches lower than two approach sidewalks at north and the south side. It is a hazard and dangerous and should be closed, which GM Ballus stated that we have closed the bridge thus requires an emergency request for replacement. Eric stated that they provided a quote last year and the after review with his foreman and came up with a cost effective way to replace the bridge which is $27,000 lower than the quote given prior year. GM Ballus mentioned that this would be a Measure Q item, which was included and approved as part of Measure Q.

Director Lavallee made the motion to approve the emergency request to replace the Bohemian Park Bridge and the motion was seconded by Secretary Stricklin. The motion passes with a vote of 4-0-1-0 (Ayes, Noes, Absent, Abstain).

7. INFORMATIONAL ITEMS (No Action Required)

7.1 Park Maintenance – Updates. GM Ballus provided a summary updated on the Parks since David Price could not attend the meeting. GM Ballus wanted to recognize the Park Maintenance staff of their hard work. Iin addition to their normal ongoing work in the Parks they also deal with picking up items that are discarded from drug use such as syringes and dangerous sharp items to maintain our Parks safe for use. GM Ballus stated that we are having the Maintenance Staff to get proper training on how to handle these items and stay safe. GM Ballus also asked the Sheriff's department to provide training on these items. The parks districts would like to get some weapons training due to dangers that they face in the parks.

7.2 Safe Play Park at Howe Park – Event on Thursday, October 22, 2026, at 5:30 pm with CHP. GM Ballus asked Ryan Harder to provide an update on the upcoming event at the Safe Play Park. Ryan mentioned that our first event at Safe Play Park has invited First Responders, Sheriff's, and EMS to have positive interaction with our Community and Also provide practical safe information to pedestrians for safe use of bikes, e-bikes, car seat and overall vehicle safety. There will be booths set up and free information to give away. This is the first event and similar events to occur throughout the year.

7.3 Babcock Park Reopening – GM Ballus stated official park reopening will be on Wednesday, September 23, 2026, at 2:30 pm at Babcock Elementary School in conjunction with the City of Sacramento and Twin Rivers Unified School District.

7.4 Recap of the General Manager's Report – GM Ballus gave a brief update on the Outdoor Equity Grant project with Afghanistan girls and the field trips they took at different parks and provided information that was educational.

8. CORRESPONDENCE/ANNOUNCEMENTS

8.1 CSDA Takes Position on Proposition to Defend Local Control
8.2 Excerpt from Supervisor Desmond Newsletter: More Than What You Think: What Sacramento County's Recent Zoning Changes Mean For Residents

9. COMMITTEE REPORTS

a. Personnel and Finance – Chair, Director Lavallee gave an update on the meeting held on September 14, 2026. It was short meeting and reviewed the financials and said the meeting GM Ballus had with the Tax Accessors in reviewing tax revenues was a positive outcome.

b. Programs, Facilities and Projects – Committee Chair, Seaman gave a brief update on the meeting held on September 11, 2026. He updated the Board on the Survey done at the Creekside Nature Area and it turns out the School District built a storm water outfall that's on our property without our approval or permission. This will result in having some discussions with the School District on this and more information to come soon. The next item was the Committee discussed was the Cottage Park Pool which GM Ballus provided a schedule and Vice Chair Seman asked for more information and GM Ballus mentioned that the Board Chair Teresa Higgins would like to wait for her to return from vacation for further discussion.

   Vice Chair Seaman also provided an update discussing the replacement of the second bridge, which GM Ballus mentioned that more information will be forth coming. Vice Chair Seaman mentioned that there are ADA issues with the bridge and other ADA issues that exist that needs addressing.

   Vice Chair Seaman stated the Secretary Stricklin brought up the old oak tree that was cut down in the nature area by the apartments next to Sanita Anita Park. Issue is that the conditions that were required to build the apartments were violated due to cutting the oak tree. This requires further investigation into the violation.

c. Community Relations – Chair, Director Stricklin, noted no updates since the Committee did not meet.

10. FUTURE AGENDA ITEMS/MATTERS INITIATED/ANNOUNCEMENTS BY THE DIRECTORS

Director Lavalle – no announcements for this meeting.
Secretary Stricklin – gave her health update and stated that she is cancer free!
Director Fischer – gave a kudos to the Cruise Fest event that occurred.
Vice Chair Seaman – mentioned that the opening of the Empowerment Park,

11. FUTURE AGENDA ITEMS/MATTERS INITIATED/ANNOUNCEMENTS BY THE GENERAL MANAGER

12. ADJOURNMENT

With no further business, Vice Chair Seaman adjourned the meeting at 7:36pm.
Respectfully submitted by: Mike Chahal, Director of Finance and Administration / Clerk of the Board.

APPROVED: _____
Teresa Higgins, Board Chair

ATTEST: _____
Kathleen Stricklin, Secretary

FULTON-EL CAMINO RECREATION AND PARK DISTRICT
Summary Statement of Financial Activity - Combined All Funds
YTD September 30, 2026 (Period 02)

	Fund 342A		Fund 396A		Fund 396B		Combined All Funds - 342A, 396A & 396B			
	Budget Fund 342A	Actual* Fund 342A	Budget Fund 396A	Actual* Fund 396A	Budget Fund 396B	Actual* Fund 396B	Budget All Funds	Actual* All Funds	Percent of Year	Percent of Budget
Revenues										
Property Taxes / Special Assess.	$2,007,302	$0	$494,313	$0	$277,943	$0	$2,779,558	$0	25%	0.0%
Recreation & Events	240,970	35,827	-	-	-	-	240,970	35,827	25%	14.9%
Bldg Rental & Other	115,000	21,079	-	-	-	-	115,000	21,079	25%	18.3%
Interest Income (Expense)	-	-	-	-	1,408	-	1,408	-	25%	0.0%
Measure Q Reimb./Issuance of Debt	25,000	(110,467)	-	-	50,144	-	75,144	(110,467)	25%	-147.0%
Misc./Water Reimb.	-	(45)	60,129	(8,191)	-	-	60,129	(8,235)	25%	-13.7%
Total Revenue	**$2,388,272**	**($53,605)**	**$554,442**	**(8,191)**	**$329,495**	**$0**	**$3,272,209**	**($61,796)**	**25%**	**-1.9%**
Expenses										
Salaries & Benefits	$1,727,885	$480,202	$76,175	$20,164	$113,240	$31,402	$1,917,300	$531,768	25%	27.7%
Services & Suplies	623,269	141,988	474,795	126,623	213,180	49,400	1,311,244	318,010	25%	24.3%
Debt Service - Interest	-	-	-	-	-	-	-	-	-	-
Debt Service - Principal	-	-	-	-	-	-	-	-	-	-
Total Expenses	**$2,351,154**	**$622,190**	**$550,970**	**$146,787**	**$326,420**	**$80,801**	**$3,228,544**	**$849,778**	**25%**	**26.3%**
Income (Loss) from Operations	**$37,118**	**($675,795)**	**$3,472**	**($154,978)**	**$3,075**	**($80,801)**	**$43,665**	**($911,574)**	**25%**	**-2087.65%**
Other Revenue /Capital Projects*										
Howe Park Volleyball Grant	$0	$0	$0	$0	$100,000	$0	$100,000	$0	25%	0.0%
DW - Outdoor Equity Grant	93,000	-	-	-	-	-	93,000	-	-	-
Measure Q Expenditures	-	-	-	-	-	-	-	-	-	-
Bohemian Park Design - Prop 68	-	-	-	-	1,000,000	-	1,000,000	-	25%	-
Other - Ins. Pmts & Other	-	-	-	-	-	(182,702)	-	(182,702)	25%	-
Total Restricted Rev.	**$93,000**	**$0**	**$0**	**$0**	**$1,100,000**	**($182,702)**	**$1,193,000**	**($182,702)**	**25%**	**-15.3%**
Capital Projects - Rest. Exp.										
Improv Other Than Building	$0	$0	$0	$0	$1,100,000	500	$1,100,000	$500	25%	0.0%
Equipment & Vehicle	-	-	-	-	-	-	-	-	25%	0.0%
DW - Outdoor Equity Grant	93,000	-	-	-	-	-	93,000	-	-	-
Total Capital Projects	**$93,000**	**$0**	**$0**	**$0**	**$1,100,000**	**$500**	**$1,193,000**	**$500**	**25%**	**0.04%**
Net Restricted Revenue /Cap. Proj.	**$0**	**$0**	**$0**	**$0**	**$0**	**($183,202)**	**$0**	**($183,202)**	**25%**	**0.0%**
Net Increase (Decrease) in F/B	**$37,118**	**($675,795)**	**$3,471**	**($154,978)**	**$3,075**	**($264,004)**	**$43,665**	**($1,094,776)**	**25%**	**-2507.2%**

Note: Recreation, Building Rental, and Other Revenues are currently understated due to timing delays in recording transactions in Compass.

FULTON-EL CAMINO RECREATION AND PARK DISTRICT
Budget to Actual
Month: September 30, 2026 (Period 03)

Fund / Group: General Fund 342A (9349342)

Commitment Item	Budget	Actual-GL	Actual Total	Available	%Consumed
10111000 REGULAR EMPLOYEES	910,943.00	284,458.23	284,458.23	626,484.77	31.23
10112400 COMMITTEE MEMBERS	10,000.00	2,900.00	2,900.00	7,100.00	29.00
10113200 TIME/ONE HALF OT		492.48	492.48	492.48-	
10114300 ALLOWANCES	3,600.00	900.00	900.00	2,700.00	25.00
10121000 RETIREMENT	325,622.41	84,655.90	84,655.90	240,966.51	26.00
10122000 OASDHI	61,859.81	15,353.45	15,353.45	46,506.36	24.82
10123000 GROUP INS	314,057.48	62,142.38	62,142.38	251,915.10	19.79
10124000 WORK COMP - ACP	71,209.00	27,823.00	27,823.00	43,386.00	39.07
10125000 SUI - ACP	3,370.63	1,476.72	1,476.72	1,893.91	43.81
* 10 - SALARIES AND EMPLOYEE BEN	1,700,662.33	480,202.16	480,202.16	1,220,460.17	28.24
20200500 ADVERTISING	20,000.00			20,000.00	
20202900 BUS/CONFERENCE EXP	550.00	73.96	73.96	476.04	13.45
20203100 BUSINESS TRAVEL	3,037.00	523.94	523.94	2,513.06	17.25
20203500 ED/TRAINING SVC	2,500.00	200.00	200.00	2,300.00	8.00
20203800 EMPLOYEE RECOGNITION	2,500.00			2,500.00	
20205100 INS LIABILITY	77,500.00	36,330.76	36,330.76	41,169.24	46.88
20206100 MEMBERSHIP DUES	14,428.00	4,025.00	4,025.00	10,403.00	27.90
20207600 OFFICE SUPPLIES	6,000.00	361.19	361.19	5,638.81	6.02
20208100 POSTAL SVC	3,250.00			3,250.00	
20208500 PRINTING SVC	8,600.00	662.45	662.45	7,937.55	7.70
20211100 BLDG MAINT SVC	6,000.00	1,015.43	1,015.43	4,984.57	16.92
20219700 TELEPHONE SVC	12,120.00	2,728.66	2,728.66	9,391.34	22.51
20222600 EXPEND TOOLS	150.00			150.00	
20223600 FUEL/LUBRICANTS		1,142.45	1,142.45	1,142.45-	
20226100 OFFICE EQ MAINT SVC	750.00			750.00	
20227500 RENT/LEASE EQ	6,301.00	2,980.83-	2,980.83-	9,281.83	47.31-
20232200 CUSTODIAL SUP	10,000.00	1,699.07	1,699.07	8,300.93	16.99
20250500 ACCOUNTING SVC	18,000.00			18,000.00	
20250700 ASSESSMENT COLL SVC	21,000.00			21,000.00	
20253100 LEGAL SVC	25,000.00	14,322.31	14,322.31	10,677.69	57.29
20255100 PLANNING SVC		1,229.10	1,229.10	1,229.10-	

Fund / Group: General Fund 342A (9349342)

Commitment Item	Budget	Actual-GL	Actual Total	Available	%Consumed
20259100 OTHER PROF SVC	235,455.00	28,075.88	28,075.88	207,379.12	11.92
20281100 DATA PROCESSING SVC	16,961.00	13,774.65	13,774.65	3,186.35	81.21
20281700 ELECTION SVC	2,000.00			2,000.00	
20285200 RECREATIONAL SUP	52,806.00	25,226.20	25,226.20	27,579.80	47.77
20289800 OTHER OP EXP SUP	17,200.00	13,073.55	13,073.55	4,126.45	76.01
20289900 OTHER OP EXP SVC	3,200.00	440.00	440.00	2,760.00	13.75
20291500 COMPASS COSTS	4,539.00			4,539.00	
20298703 LND LN CHARGES - ACP		63.75	63.75	63.75-	
* 20 - SERVICES AND SUPPLIES	569,847.00	141,987.52	141,987.52	427,859.48	24.92
** Expenditure accounts	2,270,509.33	622,189.68	622,189.68	1,648,319.65	27.40
91910100 PROP TAX CUR SEC	1,692,783.00-			1,692,783.00-	
91910200 PROP TAX CUR UNSEC	65,790.00-			65,790.00-	
91910300 PROP TAX CUR SUP	33,305.00-			33,305.00-	
91910400 PROP TAX SEC DELINQ	20,347.00-			20,347.00-	
91910500 PROP TAX SUP DELINQ	6,782.00-			6,782.00-	
91910600 PROPERTY TAX UNITARY	29,826.00-			29,826.00-	
91912000 PROP TAX REDEMPTION	85.00-			85.00-	
91913000 PROP TAX PR UNSEC	792.00-			792.00-	
91914000 PROP TAX PENALTIES	465.00-			465.00-	
91919600 RDA RESIDUAL	24,876.00-			24,876.00-	
* 91 - TAXES	1,875,051.00-			1,875,051.00-	
93931000 VEHICLE CODE FINES		44.58	44.58	44.58-	
* 93 - FINES, FORFEITURES, AND P		44.58	44.58	44.58-	
94942900 BLDG RENTAL OTHER	130,750.00-	21,078.75-	21,078.75-	109,671.25-	16.12
* 94 - REVENUE FROM USE OF MONEY	130,750.00-	21,078.75-	21,078.75-	109,671.25-	16.12
95952200 HOME PROP TAX REL	9,261.00-			9,261.00-	
95953300 REDEV PASSTHRU	69,943.00-			69,943.00-	
* 95 - INTERGOVERNMENTAL REVENU	79,204.00-			79,204.00-	
96964600 RECREATION SVC CHGS	233,522.00-	35,827.43-	35,827.43-	197,694.57-	15.34
* 96 - CHARGES FOR SERVICES	233,522.00-	35,827.43-	35,827.43-	197,694.57-	15.34
97979000 MISC OTHER	25,000.00-			25,000.00-	
* 97 - MISCELLANEOUS REVENUE	25,000.00-			25,000.00-	
98987000 ISSUANCE OF DEBT		110,466.50	110,466.50	110,466.50-	
* 98 - OTHER FINANCING SOURCES		110,466.50	110,466.50	110,466.50-	
** REVENUE ACCOUNTS	2,343,527.00-	53,604.90	53,604.90	2,397,131.90-	2.29-
**** Total**	**73,017.67-**	**675,794.58**	**675,794.58**	**748,812.25-**	**925.52-**

FULTON-EL CAMINO RECREATION AND PARK DISTRICT
Budget to Actual
Month: September 30, 2026 (Period 03)

Fund / Group: Landscape & Lighting District Fund 396A (9399396)

Commitment Item	Budget	Actual-GL	Actual Total	Available	%Consumed
10111000 REGULAR EMPLOYEES	73,259.00	19,556.04	19,556.04	53,702.96	26.69
10121000 RETIREMENT	1,770.00	421.30	421.30	1,348.70	23.80
10122000 OASDHI	684.00	162.91	162.91	521.09	23.82
10125000 SUI - ACP	462.00	23.47	23.47	438.53	5.08
* 10 - SALARIES AND EMPLOYEE BEN	76,175.00	20,163.72	20,163.72	56,011.28	26.47
20200500 ADVERTISING	1,200.00			1,200.00	
20203500 ED/TRAINING SVC	1,100.00			1,100.00	
20211200 BLDG MAINT SUP/MAT		131.31-	131.31-	131.31	
20212200 CHEMICAL SUPPLIES	10,000.00	11,047.72	11,047.72	1,047.72-	110.48
20214100 LAND IMP MAINT SVC	21,180.00	109.78	109.78	21,070.22	0.52
20215200 MECH SYS MAINT SUP	4,500.00	76.79	76.79	4,423.21	1.71
20216700 PLUMBING MAINT SVC	1,750.00	976.76	976.76	773.24	55.81
20216800 PLUMBING MAINT SUP		1,244.62	1,244.62	1,244.62-	
20218500 PERMIT CHARGES	4,250.00	2,386.28	2,386.28	1,863.72	56.15
20219100 ELECTRICITY	83,500.00	20,868.31	20,868.31	62,631.69	24.99
20219200 NAT GAS/LPG/FUEL OIL	15,750.00	247.14	247.14	15,502.86	1.57
20219300 REF COLL/DISP SVC	30,000.00	6,790.59	6,790.59	23,209.41	22.64
20219500 SEWAGE DISP SVC	7,505.00	4,325.29	4,325.29	3,179.71	57.63
20219800 WATER	211,500.00	57,884.10	57,884.10	153,615.90	27.37
20220500 AUTO MAINT SVC	2,500.00	1,550.08	1,550.08	949.92	62.00
20220600 AUTO MAINT SUP	2,500.00	326.87-	326.87-	2,826.87	13.07-
20222600 EXPEND TOOLS	3,500.00	1,460.46	1,460.46	2,039.54	41.73
20223600 FUEL/LUBRICANTS	12,000.00	585.96	585.96	11,414.04	4.88
20227500 RENT/LEASE EQ	5,000.00			5,000.00	
20229100 OTHER EQ MAINT SVC	1,250.00			1,250.00	
20229200 OTHER EQ MAINT SUP	1,250.00	980.13	980.13	269.87	78.41
20231400 CLOTH/PERSONAL SUP	2,500.00	1,193.05	1,193.05	1,306.95	47.72
20250700 ASSESSMENT COLL SVC	345.00			345.00	
20259100 OTHER PROF SVC	34,820.00	13,473.79	13,473.79	21,346.21	38.70
20285200 RECREATIONAL SUP	900.00			900.00	
20289800 OTHER OP EXP SUP	5,000.00	1,255.61	1,255.61	3,744.39	25.11

Fund / Group: Landscape & Lighting District Fund 396A (9399396)

Commitment Item	Budget	Actual-GL	Actual Total	Available	%Consumed
20289900 OTHER OP EXP SVC	2,600.00	624.98	624.98	1,975.02	24.04
* 20 - SERVICES AND SUPPLIES	466,400.00	126,623.26	126,623.26	339,776.74	27.15
** Expenditure accounts	542,575.00	146,786.98	146,786.98	395,788.02	27.05
96960300 SPECIAL ASSESMENT	482,041.00-			482,041.00-	
* 96 - CHARGES FOR SERVICES	482,041.00-			482,041.00-	
97970800 WATER RESALE	51,790.00-			51,790.00-	
97979000 MISC OTHER	16,615.00-	8,190.80	8,190.80	24,805.80-	49.30-
* 97 - MISCELLANEOUS REVENUE	68,405.00-	8,190.80	8,190.80	76,595.80-	11.97-
** REVENUE ACCOUNTS	550,446.00-	8,190.80	8,190.80	558,636.80-	1.49-
***** Total**	**7,871.00-**	**154,977.78**	**154,977.78**	**162,848.78-**	**1,968.97-**

FULTON-EL CAMINO RECREATION AND PARK DISTRICT
Budget to Actual
Month: September 30, 2026 (Period 03)

Fund / Group: Maintenance & Improvement District Fund 396B (9349396)

Commitment Item	Budget	Actual-GL	Actual Total	Available	%Consumed
10111000 REGULAR EMPLOYEES	69,322.00	17,329.08	17,329.08	51,992.92	25.00
10121000 RETIREMENT	7,631.00	2,748.39	2,748.39	4,882.61	36.02
10122000 OASDHI	7,297.00	2,643.57	2,643.57	4,653.43	36.23
10123000 GROUP INS	28,758.00	8,680.62	8,680.62	20,077.38	30.19
10125000 SUI - ACP	232.00			232.00	
* 10 - SALARIES AND EMPLOYEE BEN	113,240.00	31,401.66	31,401.66	81,838.34	27.73
20210300 AGRI/HORT SVC	5,000.00			5,000.00	
20210400 AGRI/HORT SUP	1,000.00			1,000.00	
20213100 ELECT MAINT SVC	500.00			500.00	
20213200 ELECT MAINT SUP	500.00			500.00	
20214100 LAND IMP MAINT SVC	172,500.00	43,125.00	43,125.00	129,375.00	25.00
20214200 LAND IMP MAINT SUP	400.00			400.00	
20216200 PAINTING SUP	500.00	292.18	292.18	207.82	58.44
20216700 PLUMBING MAINT SVC	2,500.00			2,500.00	
20216800 PLUMBING MAINT SUP	2,500.00	40.06	40.06	2,459.94	1.60
20219100 ELECTRICITY	1,500.00			1,500.00	
20219200 NAT GAS/LPG/FUEL OIL	750.00			750.00	
20222600 EXPEND TOOLS		9.98	9.98	9.98-	
20259100 OTHER PROF SVC	12,750.00	5,909.46	5,909.46	6,840.54	46.35
20289900 OTHER OP EXP SVC		23.00	23.00	23.00-	
* 20 - SERVICES AND SUPPLIES	200,400.00	49,399.68	49,399.68	151,000.32	24.65
42420100 BUILDINGS	200,000.00	500.00	500.00	199,500.00	0.25
42420200 STRUCTURES	1,000,000.00			1,000,000.00	
* 42 - Buildings	1,200,000.00	500.00	500.00	1,199,500.00	0.04
** Expenditure accounts	1,513,640.00	81,301.34	81,301.34	1,432,338.66	5.37
94941000 INTEREST INCOME	1,702.00-			1,702.00-	
* 94 - REVENUE FROM USE OF MONEY	1,702.00-			1,702.00-	
95956900 STATE AID OTHER MISC	1,200,000.00-	9,850.44	9,850.44	1,209,850.44-	0.82-
* 95 - INTERGOVERNMENTAL REVENU	1,200,000.00-	9,850.44	9,850.44	1,209,850.44-	0.82-
96960300 SPECIAL ASSESMENT	270,650.00-			270,650.00-	
* 96 - CHARGES FOR SERVICES	270,650.00-			270,650.00-	

Fund / Group: Maintenance & Improvement District Fund 396B (9349396)

Commitment Item	Budget	Actual-GL	Actual Total	Available	%Consumed
97974200 CO INS PREMIUMS		172,852.00	172,852.00	172,852.00-	
* 97 - MISCELLANEOUS REVENUE		172,852.00	172,852.00	172,852.00-	
98987000 ISSUANCE OF DEBT	50,144.00-			50,144.00-	
* 98 - OTHER FINANCING SOURCES	50,144.00-			50,144.00-	
** REVENUE ACCOUNTS	1,522,496.00-	182,702.44	182,702.44	1,705,198.44-	12.00-
***** Total**	**8,856.00-**	**264,003.78**	**264,003.78**	**272,859.78-**	**2,981.07-**

FULTON-EL CAMINO RECREATION AND PARK DISTRICT
Budget to Actual
Month: September 30, 2026 (Period 03)

Fund / Group: Debit Service Fund 342C (9349354)

Commitment Item	Budget	Actual-GL	Actual Total	Available	%Consumed
30321000 INTEREST EXPENSE	392,750.00	201,375.00	201,375.00	191,375.00	51.27
30322000 BOND/LOAN REDEMPTION	400,000.00	400,000.00	400,000.00		100.00
* 30 - OTHER CHARGES	792,750.00	601,375.00	601,375.00	191,375.00	75.86
** Expenditure accounts	792,750.00	601,375.00	601,375.00	191,375.00	75.86
91910100 PROP TAX CUR SEC	615,000.00-			615,000.00-	
* 91 - TAXES	615,000.00-			615,000.00-	
94941000 INTEREST INCOME		120.00-	120.00-	120.00	
94941011 MISC INCOME	165,000.00-			165,000.00-	
* 94 - REVENUE FROM USE OF MONEY	165,000.00-	120.00-	120.00-	164,880.00-	0.07
** REVENUE ACCOUNTS	780,000.00-	120.00-	120.00-	779,880.00-	0.02
***** Total**	**12,750.00**	**601,255.00**	**601,255.00**	**588,505.00-**	**4,715.73**

FULTON-EL CAMINO RECREATION AND PARK DISTRICT
Budget to Actual
Month: September 30, 2026 (Period 03)

Fund / Group: Capital Projects Fund 342D (9349355)

Commitment Item	Budget	Actual-GL	Actual Total	Available	%Consumed
42420200 STRUCTURES	5,983,855.00	97,080.62-	97,080.62-	6,080,935.62	1.62-
* 42 - Buildings	5,983,855.00	97,080.62-	97,080.62-	6,080,935.62	1.62-
** Expenditure accounts	5,983,855.00	97,080.62-	97,080.62-	6,080,935.62	1.62-
***** Total**	**5,983,855.00**	**97,080.62-**	**97,080.62-**	**6,080,935.62**	**1.62-**

FULTON-EL CAMINO RECREATION AND PARK DISTRICT
PROGRAM REVENUE AND FACILITY REPORT
Month Ending: September 30, 2026

Recap of Month Deposits

Income Details		Deposits
Building & Picnic Rental		$9,692.50
Recreation Fees		11,978.50
Insurance Claim Reimbersment		6,530.11
Grant Related Income		9,850.00
Water Reimbursment		2,250.29
Other Income: Cal Card for Personal Use		-
Expense Reimbursements	-	
Misc. US Bank Rebate	1,289.74	
Total Misc. Income		1,289.74
Total September Revenue		**$41,591.14**
YTD August Revenue		$83,271.50
YTD September 2026 Revenue		**$124,862.64**

YTD Recap of Revenues

Income Details	Deposits
Building Rentals	$31,293.75
Picnic Site Fees	2,715.00
Recreation Fees	62,004.13
Maintenance Services & Water Reimbursment	11,119.91
Insurance Claim	6,530.11
Grants	9,850.00
Other Income	1,349.74
YTD September 2026 Revenue	**$124,862.64**

2027 September Revenue	$41,591.14
2026 September Revenue	**$33,901.02**
2027 September YTD Revenue	$124,862.64
2026 September YTD Revenue	**$84,870.58**

FULTON-EL CAMINO RECREATION AND PARK DISTRICT
CLAIMS FOR PROGRAM AND FACILITY REFUNDS
Month Ending: September 30, 2026

REFUND DETAILS

Prog. No	Program Name	Issued to	Amount
9349342242	Picnic Rental	Allen, Vesta	$75.00
9349342242	Picnic Rental	Caswell, Christin	75.00
9349342241	Building Rental	DNA of Kingdom Ministries	250.00
9349342241	Building Rental	Encina High School	250.00
9349342242	Picnic Rental	Fessehaie, Selamawit	75.00
9349342241	Building Rental	Garcia, Carolina	500.00
9349342241	Building Rental	Kafovalu, Kauilani	250.00
9349342241	Building Rental	Malik, Alexa	60.00
9349342242	Picnic Rental	Skidgel, Sally	167.50
		Total Refunds - September 2026	**$1,702.50**

RECAP BY PROGRAM

Prog. No	Program Name	No of Refunds	Amount
9349342241	Building Rental	**5**	$1,310.00
9349342242	Picinic Rental	**4**	392.50
		Total Refunds - September 2026	**$1,702.50**
		YTD September 2026 Refunds	**$7,942.50**

FULTON-EL CAMINO RECREATION AND PARK DISTRICT
REVOLVING FUND REPORT - UMPQUA BANK
Month Ending September 30, 2026

Payee/Vendor	Description	Deposits (Expenses)	Balance
Revolving Ending Balance - September 30, 2026			**$14,828.27**
Deposit	Replenish Funds	$0.00	
De Lage Landen Fin. Svs.	Copier Lease	(525.07)	
Mariam Darwish	Outdoor Equity Grant Expenses	(199.26)	
Caliber Collision	Rotary Van Repair	(8,008.11)	
	Month of July Net Deposits (Withdrawals)		**(8,732.44)**
	Ending Balance September 30, 2026		**$6,095.83**

YTD Recap of Deposits / (Withdrawals)

Payee/Vendor	Description	Amounts	Balance
Revolving Fund Begining Balance - July 01, 2026			**$21,645.31**
De Lage Landen Fin. Svs.	RICOH Copier Lease	($1,575.21)	
Hannah Pereira	Replacement Paycheck	(236.36)	
Jaden Delfer	Event Reimbursement	(119.00)	
Cash	Gas for Maintenance Vehicles	(500.00)	
Jaden Delfer	Event Reimbursement	(288.56)	
Cash	Petty Cash	(296.28)	
Department of Motor Vehicles	Rotary Van Donation Tax	(2,267.00)	
Department of Motor Vehicles	Rotary Van Registration	(60.00)	
Aura Planning	Supplies for Outdoor Equity Grant	(1,999.70)	
Mariam Darwish	Outdoor Equity Grant Expenses	(199.26)	
Caliber Collision	Rotary Van Repair	(8,008.11)	
	YTD Net Deposits / (Withdrawals)		**(15,549.48)**
	Ending Balance September 30, 2026		**$6,095.83**

FULTON-EL CAMINO RECREATION AND PARK DISTRICT
PAYROLL REPORT
Month Ending: September 31, 2026

	Sept. 1-15	Sept. 16-30	Total Sept.	YTD Sept. 2026
BOARD				
C. Fischer	$100.00	$0.00	$100.00	
T Higgins	$100.00	100.00	200.00	
L Lavallee	$100.00	100.00	200.00	
M Seaman	$100.00	100.00	200.00	
K Stricklin	$100.00	100.00	200.00	
TOTAL BOD	$500.00	$400.00	**$900.00**	**$2,900.00**
ADMINISTRATION				
General Manager	$5,416.67	$5,416.67	$10,833.34	
Chief Financial Officer	3,784.73	3,784.73	7,569.46	
Director of Administration	3,269.07	3,269.07	6,538.14	
Office Manager	2,373.80	2,373.80	4,747.60	
TOTAL ADMIN.	$14,844.27	$14,844.27	**$29,688.54**	**89,065.62**
RECREATION				
Director of Community Enrichment	$3,269.07	$3,269.07	$6,538.14	
Aquatics Manager	2,804.47	2,804.47	5,608.94	
Park Maintenance II	2,068.73	2,068.73	4,137.46	
Director of Capital Improv. & Safety	3,604.47	3,604.47	7,208.94	
Field Supervisor	131.76	131.76	263.52	
Recreation Leader	610.64	-	610.64	
Mariam	443.31	274.43	717.74	
Aquatics	62.86	-	62.86	
Nick	116.74	-	116.74	
Recreation Leader	-	245.48	245.48	
Aquatics	404.10	-	404.10	
Aquatics	134.70	80.82	215.52	
Aquatics	386.14	80.82	466.96	
Aquatics	144.71	-	144.71	
Recreation Leader	332.40	177.28	509.68	
Aquatics	246.95	-	246.95	
Events	-	239.38	239.38	
Aquatics	372.89	66.00	438.89	
Aquatics	404.10	80.82	484.92	
Aquatics	250.31	-	250.31	
Aquatics	193.07	-	193.07	
Aquatics	42.43	76.36	118.79	
Aquatics	79.84		79.84	

	Sept. 1-15	Sept. 16-30	Total Sept.	YTD Sept. 2026
Events/Aquatics/RL	573.88	321.85	895.73	
Events	147.77	168.88	316.65	
TOTAL RECREATION	$16,825.34	$13,690.62	**$30,515.96**	**161,988.35**
MAINTENANCE				
Director of Park Operations	$3,269.07	$3,269.07	$6,538.14	
Park Maintenance II	2,171.87	2,171.87	4,343.74	
Park Maintenance II	1,969.93	1,969.93	3,939.86	
Park Maintenance II	1,969.93	1,969.93	3,939.86	
Park Maintenance	820.80	820.80	1,641.60	
Park Maintenance	231.15	180.90	412.05	
Park Maintenance	904.50	603.00	1,507.50	
Park Maintenance	268.10	229.80	497.90	
Park Maintenance	383.04	328.32	711.36	
TOTAL MAINT.	$11,988.39	$11,543.62	**$23,532.01**	**71,020.20**
TOTAL SALARIES	$44,158.00	$40,478.51	**$84,636.51**	**$324,974.17**
TAXES AND BENEFITS				
Auto Allowance	$150.00	$150.00	$300.00	
Social Security/Medicare	2,877.56	2,817.98	5,695.54	
PARS	288.22	153.99	442.21	
State Unemployment Insurance	93.06	41.15	134.21	
Health - Active Employees		21,643.67	21,643.67	
Health - Retired Employees		5,192.92	5,192.92	
Dental	Paid once a month	946.04	946.04	
VSP		184.00	184.00	
Disability Insurance		528.71	528.71	
PERS Retirement		5,852.24	5,852.24	
CalPERS Unfunded Liab		22,063.25	22,063.25	
CAPRI - Workers Compensation	Paid Qtrly.	13,911.50	13,911.50	
TOTAL TAXES & BENEFITS	$3,408.84	$73,485.45	**$76,894.29**	**221,423.58**
TOTAL SALARIES & BENEFITS	$47,566.84	$113,963.96	**$161,530.80**	**$546,397.75**

FULTON-El CAMINO RECREATION AND PARK DISTRICT
CLAIMS REPORT
Month Ended September 30, 2026

Fund	Ref. #	Acct. Code	Prog. Code	Code Title and Vendor	Description	Amount	Prog. Total
342A	9-39	20202900	9349342110	US BANK	Zoom, boardm tgs, etc	16.99	
342A	9-39	20202900	9349342110	US BANK	Stenote.AI - Subscription for Board Minutes Transcription	19.99	
		9349342110 Total				**36.98**	**$36.98**
342A	9-39	20206100	9349342210	US BANK	Rotary, Dues	600.00	
342A	9-39	20255100	9349342210	US BANK	Constant Contact - Subscription - Newsletter	1,229.10	
		9349342210 Total				**1,829.10**	**1,829.10**
342A	9-03	20203100	9349342230	Beshara, Dounia	Aug. Mileage Reimbursement	41.95	
342A	9-04	20253100	9349342230	BKS Law Firm	August Sevices Policy Procurement Edits, KYA	1,287.70	
342A	9-05	20253100	9349342230	BKS Law Firm	August Sevices Public Records	5,062.50	
342A	9-07	20289800	9349342230	CINTAS Corp.	First Aid Supplies	24.76	
342A	9-08	20281100	9349342230	CivicPlus LLC	Social Media Archiving	4,848.13	
342A	9-09	20281100	9349342230	CivicPlus LLC	Commujnity Pro Renewal	420.00	
342A	9-16	20259100	9349342230	Kaiser	Pre-Employment Physical Exam - Wiederhold	184.00	
342A	9-20	20259100	9349342230	Pacific Shredding	Paper Recycling	61.60	
342A	9-33	20219700	9349342230	Telelink Business Telephone	Main Office Phone Bill	401.00	
342A	9-39	20281100	9349342230	US BANK	ChatGPT - Monthly Subscription	20.00	
342A	9-39	20281100	9349342230	US BANK	Adobe Inc. - Monthly subscription for Acrobat Pro.	221.92	
342A	9-39	20259100	9349342230	US BANK	ITS Intelligent Technical - Monthly Supportfor the month of July	1,744.14	
342A	9-39	20219700	9349342230	US BANK	T-Mobile - Monthly cell service	595.52	
342A	9-39	20281100	9349342230	US BANK	Adobe Inc. - Added Sabrina Wiederhold to the account	23.68	
342A	9-39	20219700	9349342230	US BANK	AT&T Cottage Center Phone and Internet	156.22	
342A	9-39	20207600	9349342230	US BANK	Costco - Creamer, Batteries AA,AAA, D, Pendaflex File Folder, Copy Paper Ream	141.32	
342A	9-39	20207600	9349342230	US BANK	Amazon - Self Seal Security Envelopes	25.63	
342A	9-39	20207600	9349342230	US BANK	Amazon - White/Blue File Labels	30.81	
342A	9-39	20203100	9349342230	US BANK	Sac County Public Garage - Parking	1.75	
342A	9-39	20207600	9349342230	US BANK	FedEx - Cal-Card Overnight Express Delivery	37.90	
342A	9-39	20203100	9349342230	US BANK	Sac County Public Garage - Parking	1.75	
342A	9-39	20207600	9349342230	US BANK	Costco - Water	6.99	
342A	9-39	20203100	9349342230	US BANK	Sac County Public Garage - Parking	1.75	
342A	9-39	20207600	9349342230	US BANK	Home Depot - Mounting tabe office	17.20	
342A	9-39	20207600	9349342230	US BANK	HP - Ink Office Supplies	19.38	
342A	9-39	20207600	9349342230	US BANK	Adobe - Subscription	10.99	
342A	9-39	20207600	9349342230	US BANK	Adobe - Subscription	29.99	
342A	9-38	20289800	9349342230	Wizix Technology Group Inc.	Copier Meter Charge	372.31	
		9349342230 Total				**15,790.89**	**15,790.89**
342A	9-35	20289900	9349342241	Trident Security Operation	Building Rental Armed Security Guard	264.00	
		9349342241 Total				**264.00**	**264.00**
342A	9-39	20285200	9349342243	US BANK	Namebadge.com - Staff Name badges	134.65	
342A	9-39	20285200	9349342243	US BANK	Home Depot - Combo lock field rentals	34.45	
		9349342243 Total				**169.10**	**169.10**
342A	9-39	20206100	9349342300	US BANK	CPRS - Membership	175.00	
		9349342300 Total				**175.00**	**175.00**

Fund	Ref. #	Acct. Code	Prog. Code	Code Title and Vendor	Description	Amount	Prog. Total
342A	9-02	20289800	9349342320	Aura Planning Inc.	OE Name Tags, Swimsuits	185.91	
342A	9-39	20285200	9349342320	US BANK	Scandia - Mini Golf Field Trip - Summer Camp Staff	69.00	
342A	9-39	20285200	9349342320	US BANK	Crumble Cookie - Summer Camp Staff End of Year	43.98	
342A	9-39	20285200	9349342320	US BANK	Safeway - End of Summer Camp Celebration for Participants	20.07	
342A	9-39	20285200	9349342320	US BANK	Chuck E Cheese - Final Summer Camp Field Trip	340.46	
		9349342320 Total				**659.42**	**659.42**
342A	9-39	20289800	9349342325	US BANK	Outdoor Equity grant Walmart-backpacks	96.87	
342A	9-39	20289800	9349342325	US BANK	Outdoor Equity grant Walmart-journals and supplies	389.33	
342A	9-39	20289800	9349342325	US BANK	Outdoor Equity grant Walmart-backpacks	70.42	
342A	9-39	20289800	9349342325	US BANK	Outdoor Equity grant Amazon-kickboards & sunscreen/w $74.47 purchase for $528.90	454.43	
342A	9-39	20289800	9349342325	US BANK	Outdoor Equity grant Amazon-name badges	43.00	
342A	9-39	20289800	9349342325	US BANK	Outdoor Equity grant Amazon-kickboards & sunscreen/w $74.47 purchase for $528.92	74.47	
342A	9-39	20289800	9349342325	US BANK	Outdoor Equity grant Five Below - towels	161.46	
342A	9-39	20289800	9349342325	US BANK	Outdoor Equity grant Five Below - towels	30.18	
342A	9-39	20289800	9349342325	US BANK	Outdoor Equity grant Walmart-backpacks	94.07	
342A	9-39	20289800	9349342325	US BANK	Outdoor Equity grant Walmart-breakfast foods	17.83	
342A	9-39	20289800	9349342325	US BANK	Outdoor Equity grant Walmart-breakfast foods	16.91	
342A	9-39	20289800	9349342325	US BANK	Outdoor Equity grant CharterUp-bus for trip Tiscornia Park, there are two for $1652.38 total	165.24	
342A	9-39	20289800	9349342325	US BANK	Outdoor Equity grant CharterUp-bus for trip Tiscornia Park, there are two for $1652.38 total	1,487.14	
342A	9-39	20289800	9349342325	US BANK	Outdoor Equity grant CharterUp-bus for trip Nimbus flats deposit	150.22	
342A	9-39	20289800	9349342325	US BANK	Outdoor Equity grant CharterUp-bus for trip Boreal deposit	950.40	
342A	9-39	20289800	9349342325	US BANK	Outdoor Equity grant Amazon-water shoes	135.67	
342A	9-39	20289800	9349342325	US BANK	Outdoor Equity grant Amazon-water shoes	223.05	
342A	9-39	20289800	9349342325	US BANK	Outdoor Equity grant Amazon-water shoes	91.28	
342A	9-39	20289800	9349342325	US BANK	Outdoor Equity grant Amazon-water shoes, 1/2 order came so total on ivoice is $229.40	114.54	
342A	9-39	20289800	9349342325	US BANK	Outdoor Equity grant Office Depot - binders and dividers	460.73	
342A	9-39	20289800	9349342325	US BANK	Outdoor Equity grant Office Depot - dividers	42.31	
342A	9-39	20289800	9349342325	US BANK	Outdoor Equity grant Walmart - pens	13.52	
342A	9-39	20289800	9349342325	US BANK	Noah's Bakery	15.67	
342A	9-39	20289800	9349342325	US BANK	Walmart - Banana's	17.06	
342A	9-39	20289800	9349342325	US BANK	Wristband Express - wristbands grant	67.91	
		9349342325 Total				**5,383.71**	**5,383.71**
342A	9-39	20285200	9349342340	US BANK	SPRINKLER SERVICE & SUPPLY-48 WHITE PAINT	335.66	
		9349342340 Total				**335.66**	**335.66**
342A	9-13	20285200	9349342345	GSSA	Softball Officials	1,122.40	
342A	9-14	20285200	9349342345	GSSA	Softball Officials	1,340.74	
		9349342345 Total				**2,463.14**	**2,463.14**
342A	9-39	20285200	9349342351	US BANK	Amazon - Walkie Talkies pool	304.49	
342A	9-39	20285200	9349342351	US BANK	Amazon- Walkie Talkies and charger pool	395.64	
342A	9-39	20285200	9349342351	US BANK	Amazon - Electronic Protection plan pool	33.98	
342A	9-39	20285200	9349342351	US BANK	Amazon - Solar Safety lights	206.61	
		9349342351 Total				**940.72**	**940.72**
342A	9-39	20285200	9349342354	US BANK	Best Buy - Square register protection plan pool	89.99	
342A	9-39	20285200	9349342354	US BANK	Square - Service Square register	98.00	
342A	9-39	20285200	9349342354	US BANK	Facebook - Promotion	0.10	
342A	9-39	20285200	9349342354	US BANK	Facebook - Promotion	102.02	
342A	9-39	20285200	9349342354	US BANK	Facebook - Promotion	102.00	
342A	9-39	20285200	9349342354	US BANK	Facebook - Promotion	102.00	

Fund	Ref. #	Acct. Code	Prog. Code	Code Title and Vendor	Description	Amount	Prog. Total
342A	9-39	20285200	9349342354	US BANK	Facebook - Promotion	91.00	
		9349342354 Total				**585.11**	**585.11**
342A	9-39	20285200	9349342355	US BANK	Walmart, dive in movies	30.04	
342A	9-39	20285200	9349342355	US BANK	Swank Motion Pictures - Movie License	375.00	
342A	9-39	20285200	9349342355	US BANK	Smart & Final - Popcorn movie at the pool	14.99	
		9349342355 Total				**420.03**	**420.03**
342A	9-39	20285200	9349342357	US BANK	Costco, staff party	43.28	
342A	9-39	20285200	9349342357	US BANK	Costco, staff party	75.89	
342A	9-39	20285200	9349342357	US BANK	Sling, staff scheduling subscription service	46.00	
		9349342357 Total				**165.17**	**165.17**
342A	9-37	20285200	9349342368	Wehrman, Ann	August Gentle Yoga Classes	51.80	
		9349342368 Total				**51.80**	**51.80**
342A	9-39	20285200	9349342390	US BANK	Shutterstock - Subscription	29.00	
342A	9-39	20285200	9349342390	US BANK	Open Ai - Subscription	20.00	
342A	9-39	20285200	9349342390	US BANK	Namebadge.com - Staff Name badges	26.90	
342A	9-39	20285200	9349342390	US BANK	Pandora - Subscription	54.89	
342A	9-39	20285200	9349342390	US BANK	Shutterstock - Subscription	7.00	
		9349342390 Total				**137.79**	**137.79**
342A	9-39	20223600	9349342420	US BANK	76- Stattion - Fuel for Rotary Van	82.79	
342A	9-39	20203100	9349342420	US BANK	OpenAI-ChatGPT subscription	20.00	
342A	9-39	20223600	9349342420	US BANK	ARCO-FUEL FOR F150	72.18	
342A	9-39	20223600	9349342420	US BANK	ARCO-FUEL FOR F150	92.05	
342A	9-39	20223600	9349342420	US BANK	ARCO-FUEL FOR F150	48.34	
342A	9-39	20223600	9349342420	US BANK	CHEVRON-FUEL	81.98	
342A	9-39	20223600	9349342420	US BANK	ARCO-FUEL FOR F150	78.82	
342A	9-39	20223600	9349342420	US BANK	TOGNOTTI'S AUTO WORLD-10W-30 MOTOR OIL	21.54	
342A	9-39	20223600	9349342420	US BANK	ARCO-FUEL FOR TAHOE	112.42	
342A	9-39	20223600	9349342420	US BANK	ARCO-FUEL FOR F150	41.71	
342A	9-39	20223600	9349342420	US BANK	ARCO-FUEL FOR ROTARY VAN	81.38	
342A	9-39	20223600	9349342420	US BANK	ARCO-FUEL FOR WHITE VAN	103.53	
342A	9-39	20223600	9349342420	US BANK	ARCO-FUEL FOR TAHOE	104.25	
342A	9-39	20223600	9349342420	US BANK	ARCO-FUEL FOR F150	82.08	
342A	9-39	20223600	9349342420	US BANK	Quick Quack Car Wash- Car Wash for the White Van	12.99	
342A	9-39	20223600	9349342420	US BANK	SEI Gas- Fuel for the White Van	126.39	
342A	9-39	20203500	9349342420	US BANK	PayPal- Kiwanis Club Membership for two cycles	200.00	
		9349342420 Total				**1,362.45**	**1,362.45**
342A	9-06	20211100	9349342430	Central Glass	Replace Broken Howe Hall Tempered Glass	1,015.43	
342A	9-18	20259100	9349342430	Nelson's Cleaning	Admin Building Monthly Restroom Maintenance	1,350.00	
342A	9-39	20232200	9349342430	US BANK	Home Depot—District office water filters/faucet.	155.67	
342A	9-39	20232200	9349342430	US BANK	Walkers Office Supplies	838.11	
342A	9-39	20232200	9349342430	US BANK	SupplyHouse—Howe urinal cartridges.	418.80	
342A	9-39	20289800	9349342430	US BANK	Lowes—Power strips for tool chargers.	47.47	
342A	9-39	20289800	9349342430	US BANK	Home Depot— Boards for Hall Window	303.11	
342A	9-39	20259100	9349342430	US BANK	Sequoia Monitoring Service - Building alarm service quarterly invoice	255.00	
		9349342430 Total				**4,383.59**	**4,383.59**
342A	9-01	20259100	9349342440	Airborne Security Patrol, Inc.	Security Lock-up - Jun Services	4,848.40	
342A	9-23	20259100	9349342440	Sacramento County Sheriff	Off Duty Program	2,219.80	
342A	9-34	20259100	9349342440	Trident Security Operation	Weekend Park Patrol Lock-Ups	1,800.00	

Fund	Ref. #	Acct. Code	Prog. Code	Code Title and Vendor	Description	Amount	Prog. Total
342A	9-36	20259100	9349342440	Trident Security Operation	Weekend Security Park Patrol	2,750.00	
		9349342440 Total				**11,618.20**	**11,618.20**
342A	9-39	20285200	9349342869	US BANK	American Red Cross, water safety instructor training	315.00	
		9349342869 Total				**315.00**	**315.00**
					Fund 342A: Total September 2026 Claims	**47,086.86**	**$47,086.86**

Fund	Ref. #	Acct. Code	Prog. Code	Code Title and Vendor	Description	Amount	Prog. Total
396A	9-26	20259100	9399396000	SCI Consulting	Levy Administration FY 2026-27	5,909.47	
		9399396000 Total				**5,909.47**	**$5,909.47**
396A	9-18	20259100	9399396420	Nelson's Cleaning	Howe Park Monthly Restroom Maintenance	1,350.00	
396A	9-21	20219200	9399396420	PG&E	Gas Bill - Corp Yard	13.97	
396A	9-24	20219500	9399396420	Sacramento County Utilities	Utility Billing	1,330.56	
396A	9-27	20219100	9399396420	SMUD	Collective Electric Bill	6,707.63	
396A	9-28	20219100	9399396420	SMUD	Electric Bill - Street Lights	1,195.82	
396A	9-31	20219800	9399396420	SSWD	Water Bill 036514 - Cottage Park	5,019.80	
396A	9-31	20219800	9399396420	SSWD	Water Bill 036516 - Howe Park	13,330.25	
396A	9-31	20219800	9399396420	SSWD	Water Bill 046262-00 - Seely Park	1,512.80	
396A	9-31	20219800	9399396420	SSWD	Water Bill 46263-00 - Bellview Park	1,893.66	
396A	9-31	20219800	9399396420	SSWD	Water Bill 046267-00 - Santa Anita	1,900.37	
396A	9-31	20219800	9399396420	SSWD	Water Bill 046271-00 - Bohemian Park	2,896.62	
396A	9-39	20223600	9399396420	US BANK	Shell-Fuel	124.86	
396A	9-39	20231400	9399396420	US BANK	Vestis-Uniform services	513.60	
396A	9-39	20289800	9399396420	US BANK	Bliss Power—Electric weedeaters for Creekside.	1,120.43	
396A	9-39	20223600	9399396420	US BANK	76-SEI-Fuel	143.36	
396A	9-39	20218500	9399396420	US BANK	County EMD—Permit fees.	1,172.24	
396A	9-39	20216700	9399396420	US BANK	Walts Backflow—Santa Anita backflow testing.	86.00	
396A	9-39	20223600	9399396420	US BANK	Gas & Go-Fuel	100.00	
396A	9-39	20289800	9399396420	US BANK	Home Depot—Seely pathway safety bollards.	99.58	
396A	9-39	20223600	9399396420	US BANK	Shell-Fuel	152.81	
396A	9-39	20220600	9399396420	US BANK	CARPARTS.COM-PASSENGER SIDE MIRROR GLASS	38.90	
396A	9-39	20222600	9399396420	US BANK	HARBOR FREIGHT-ADJUSTABLE PIN SPANNER WRENCH	9.68	
396A	9-39	20220500	9399396420	US BANK	AAMCO-TRANSMISSION SERVICE - CHEVY TAHOE	1,412.28	
396A	9-39	20222600	9399396420	US BANK	HARBOR FREIGHT-WOOD AND SELF-DRILLING SCREWS	18.29	
396A	9-39	20216800	9399396420	US BANK	HOME DEPOT-PVC NIPPLE FOR IRRIGATION	2.75	
396A	9-39	20216700	9399396420	US BANK	HOME DEPOT-PVC COUPLINGS FOR IRRIGATION	21.96	
396A	9-39	20231400	9399396420	US BANK	HARBOR FREIGHT-GLOVES	40.89	
396A	9-39	20216700	9399396420	US BANK	GRAINGER-BRASS SPUD FOR PLUMBING FIXTURE	18.89	
396A	9-39	20259100	9399396420	US BANK	Millennium Termite & Pest - Bi-Monthly pest control service Service at 3097 Cottage Way	99.00	
396A	9-39	20259100	9399396420	US BANK	Millennium Termite & Pest - Monthly pest control service Service at 2201 Cottage Way	95.00	
396A	9-39	20259100	9399396420	US BANK	Millennium Termite & Pest - Sentricon monthly Service at 2201 Cottage Way	57.00	
396A	9-39	20259100	9399396420	US BANK	Millennium Termite & Pest - Sentricon monthly Service at 3097 Cottage Way	51.00	
396A	9-39	20259100	9399396420	US BANK	Millennium Termite & Pest - Sentricon monthly Service at 2201 Cottage Way	41.00	
396A	9-39	20259100	9399396420	US BANK	Animal Damage Management - Monthly animal control services (i.e, gopher, squirrel, etc)	125.00	
396A	9-39	20219300	9399396420	US BANK	Republic Service Trash - Monthly Trash, Recycle and Organic Services at 3097 Cottage	493.76	
396A	9-39	20219300	9399396420	US BANK	Republic Services- Monthly trash, recycle and organic Services at 2201 Cottage Way	1,769.77	
		9399396420 Total				**44,959.53**	**44,959.53**
396A	9-15	20259100	9399396450	Indermill Aquatics	Howe Pond Maintenance	575.00	

Fund	Ref. #	Acct. Code	Prog. Code	Code Title and Vendor	Description	Amount	Prog. Total
396A	9-19	20212200	9399396450	NorthStar Chemical	Sodium Hypochlorite	1,494.95	
396A	9-22	20219200	9399396450	PG&E	Gas Bill - Pool	64.48	
396A	9-29	20219100	9399396450	SMUD	Electric Bill - Pool	2,820.20	
396A	9-39	20215200	9399396450	US BANK	FasTrak—Concord trip to pick up pool pump valve diaphragms.	8.50	
396A	9-39	20215200	9399396450	US BANK	HOME DEPOT-PAINT FOR POOL BATHROOM	23.47	
396A	9-39	20212200	9399396450	US BANK	LESLIE'S POOL SUPPLY-CHEMICALS FOR POOL	193.89	
396A	9-39	20215200	9399396450	US BANK	AQUAFINITY-COTTAGE PARK POOL CHLORINE PUMP REPLACEMENT	37.32	
396A	9-39	20212200	9399396450	US BANK	KELLER SUPPLY-CHEMICALS FOR POOL	18.52	
396A	9-39	20218500	9399396450	US BANK	SACRAMENTO COUNTY EMD-MINOR REMODEL PERMIT AND FEE	347.79	
		9399396450 Total				**5,584.12**	**5,584.12**
396A	9-25	20219500	9399396460	Sacramento County Utilities	Utility Billing - Edison	876.00	
396A	9-32	20219800	9399396460	SSWD	Water Bill 036678 (2332 Edison)	121.82	
*	9-39	20259100	9399396460	US BANK	Millennium Termite & Pest - Bi-Monthly pest control service at 2332-2334 Edision Avenue	109.00	
		9399396460 Total				**1,106.82**	**1,106.82**
					Fund 396A: September 2026 Claims	**57,559.94**	**$57,559.94**

Fund	Ref. #	Acct. Code	Prog. Code	Code Title and Vendor	Description	Amount	Prog. Total
396B	9-39	20285200	9349342354	US BANK	Harbor Freight—Pool lifeguard chair tires.	17.22	
		9349342354 Total				**17.22**	**17.22**
396B	9-26	20259100	9349396000	SCI Consulting	Levy Administration FY 2026-27	5,909.46	
		9349396000 Total				**5,909.46**	**5,909.46**
396B	9-11	20214100	9349396420	Emerald Green Landscape Svcs	Landscape Maintenance	14,375.00	
396B	9-39	20216200	9349396420	US BANK	HOME DEPOT-PAINT ROLLER COVER FOR GRAFFITI WORK	12.87	
		9349396420 Total				**14,387.87**	**14,387.87**
396B	9-17	42420200	9349396520	Kelley, Janice	Outdoor Equity Specialist	2,600.00	
		9349396520 Total				**2,600.00**	**2,600.00**
					Fund 396B: September 2026 Claims	**22,914.55**	**$22,914.55**

Fund	Ref. #	Acct. Code	Prog. Code	Code Title and Vendor	Description	Amount	Prog. Total
342D	9-10	42420200	9349355000	CSHQA	Cottage Pool Feasibility Study	3,750.00	
342D	9-12	42420200	9349355000	EnviroSIGNS Interpretive Solutions	Layout & design of park signs	1,915.24	
342D	9-30	42420200	9349355000	Sprinkler Service & Supply Inc.	Sprinkler Services	1,255.48	
342D	9-39	42420200	9349355000	US BANK	ITS Intelligent Technical - Wiffi coverage associated with Granicus for Board Meetings	825.00	
342D	9-39	42420200	9349355000	US BANK	FED EX - Blue Prints for the Melton Group	10.86	
342D	9-39	42420200	9349355000	US BANK	FED EX - Blue Prints Flash Drive	9.56	
		9349355000 Total				**7,766.14**	**7,766.14**
					Fund 342D: September 2026 Claims	**7,766.14**	**7,766.14**

Combined Total September 2026 Total Services & Supplies Claims (excluding Payroll & Refunds) **$135,327.49**

Michael Seaman,Vice Chair Board of Directors

Kathleen Stricklin, Secretary

Consent Agenda Item: 4.2f

FULTON-EL CAMINO RECREATION AND PARK DISTRICT

MEMORANDUM

TO:	Board of Directors
FROM:	Jaden Delfer, Robin Romines, Sabrina Wiederhold, and David Price
SUBJECT:	Activity Report for September 2026
DATE:	September 16, 2026

RECREATION ACTIVITY REPORT

September 2026 Recreation Report

Hard Court Volleyball: The Howe Park hard court volleyball courts continued to be utilized for open play and weekly rentals by the local Afghan volleyball community throughout September. On September 19 and 20, Howe Park hosted a large Afghan volleyball tournament organized by local teams, attracting participants from several states. In addition to promoting athletic competition and community engagement, tournament organizers emphasized the importance of youth education within the Afghan community. The courts remain available for additional rentals, weather permitting.

Sand Volleyball: XOSO continued its sand volleyball leagues at Howe Park throughout September. The summer Wednesday evening league concluded on September 2, while the late summer Tuesday league continued through September 29. Monday evening league play also continued throughout the month, with the season scheduled to conclude in October. The Howe Park sand volleyball courts remain in high demand, particularly due to the limited availability of lighted sand volleyball facilities in the Sacramento area. Court rentals remain available, weather permitting.

Futsol/Soccer: The courts are currently being used for open play and rentals when requested.

Adult Softball: The Fall Recovery Softball League began on Sunday, September 13, with 11 teams competing in recreational and competitive divisions. XOSO's Thursday evening summer softball league concluded on September 10, followed by the start of its fall league on September 17th. Howe Park's softball fields continue to accommodate both District-operated and independently organized leagues, with additional field rentals available, weather permitting.

Basketball: XOSO's fall Monday evening basketball league continued throughout September at Howe Park. The league began on August 24 and is scheduled to conclude on October 19 for the season. The Howe Park basketball courts continue to accommodate organized league play, with

additional court rentals available, weather permitting.

Pickleball: XOSO continued its late summer pickleball leagues at Howe Park throughout September, with organized league play taking place on Tuesday and Thursday evenings. The Thursday league concluded on September 24, while Tuesday league play is scheduled to continue into October. The District continues to accommodate organized pickleball leagues alongside other court rental opportunities.

Little League: Planning for the 2027 Little League season is underway! Jaden Delfer, Director of Community Engagement, will serve as the league's new president. Staff are beginning preparations for registration, volunteer recruitment, equipment needs, scheduling, and field coordination to help ensure a successful upcoming season.

Yoga Contract Classes: Sunday Yoga continued to offer participants a relaxing and supportive way to improve balance, flexibility, strength, and overall wellness. The weekly indoor class remains a consistent opportunity for participants to stay active while working at a comfortable, guided pace.

Health & Safety Classes: We have multiple classes coming up that we are starting to market to the local schools. Some of which include Adult & Pediatric CPR in the Winter and Spring, Lifeguarding classes in the Spring, and then we will be bringing back our babysitting certification classes this Winter and Spring as well.

Senior Lounge: Throughout September, the Senior Lounge continued to offer a welcoming space for participants to connect each Tuesday over cards, games, and conversation. Crazy 7's and other favorites remain a regular part of the group's gatherings, encouraging friendly competition and ongoing friendships.

Senior Walking Group: The Senior Walking Group continued its regular September schedule, meeting at 8:30 a.m. on Mondays, Thursdays, and Saturdays. Participants choose their own pace and distance, making the walks an accessible opportunity to stay active, enjoy the outdoors, and socialize.

Adventure Club & Teen Summer Camps: With both summer camps concluded, no camp programming took place during September. Adventure Club and Teen Summer Camp provided a summer full of swimming, field trips, creative activities, and opportunities for campers to build friendships.

Special Events: On Saturday, September 12, 2026, FEC assisted the Fulton Avenue Association with the 15th Annual Cruisefest of Fulton Avenue. District staff supported the event through pre-registration, promotion, day-of registration, and sales. The event attracted over 200 participants and continues to be one of Arden-Arcade's premier community events.

Upcoming Events: Community Yard Sale, Sunday, October 4, 2026, and Howe Park's Frightfully Fun Halloween Carnival, Saturday, October 24, 2026 (flyer included).

FEC Stingrays Swim and Synchronized Swimming: The FEC Stingrays began their offseason preparations with a Booster Club meeting held on September 7, 2026, at the Cottage Children's Center. During the meeting, new Booster Club officers were elected for the 2027 season. District staff will continue coordinating and meeting with the FEC Stingrays Booster Club to prepare for the upcoming 2027 swim and synchronized swimming season**.**

2026 Public Swim: The 2026 public swim season saw FEC welcome approximately 2,395 swimmers to Cottage Pool throughout the summer. Public swim will return in June 2027.

2026 Aquatics Staff: With the conclusion of the 2026 aquatics season, seasonal staff, including lifeguards, swim instructors, and cashiers, will be released from their seasonal positions. The District appreciates their hard work and dedication throughout the summer in helping provide a safe and enjoyable experience for Cottage Pool patrons.

2026 Swim Lessons: 2026 Swim Lessons: With the conclusion of the 2026 swim lesson season, preparations are underway for 2027. The FEC's Aquatics Manager completed an American Red Cross training course to become qualified to certify staff as swim instructors. This training will allow the District to further align its swim lesson program with the American Red Cross curriculum, providing a more standardized approach to swim instruction and water safety education. Swim lessons will return to Cottage Pool in May 2027.

Publicity & Community Outreach: Recreation program information, community resources, and event flyers are regularly shared across the District's social media platforms, including Facebook, Twitter, Instagram, and Nextdoor. Park updates, closures, and other important announcements are also posted on the District's website and social media channels to keep residents informed. During September, FEC distributed upcoming event information to 2,836 email subscribers, achieving a 42.2% open rate. The District's website recorded 94,873 page views throughout the month. FEC staff also participated in the 15th Annual Cruisefest of Fulton Avenue on Saturday, September 12, 2026, hosting a community outreach booth to promote District programs, facilities, and upcoming events. Staff continue to explore additional opportunities to strengthen community engagement and increase awareness of District services.

Facility Rentals – FEC had 5 picnic rentals for the month of September with a gross revenue of $947.50 FEC had 13 hall/board room rentals for the month of September with a gross revenue of $4,350.00.

MAINTENANCE ACTIVITY REPORT

September 2026 Maintenance Division Work Summary

Bellview Park
Normal maintenance
Trash removal
Tree trimming
Park inspection
Graffiti removal from play structures
Inspection of playground

Bohemian Park
Normal maintenance
Tree trimming
Painting over graffiti
Inspection of playgrounds and park
Transient camp cleanups
Heavy daily cleanup

Cottage Park
Normal maintenance
Pool Maintenance
Removal of fallen branches
Removal of graffiti
Inspection of playgrounds
Vacuumed pool
Pressure washed tot lot playground

Creekside Nature Area
Normal maintenance

Howe Park
Graffiti Maintenance
Regular maintenance
Inspection of playgrounds and park
Repair of multiple irrigation breaks (ongoing)
Pond pump & fountain cleaning 3x weekly
Baseball preps

Santa Anita Park
Normal maintenance
Repair of irrigation

Removal of graffiti (ongoing daily)
Removal of tree limbs
Transient cleanup

Seely Park
Normal maintenance
Cleaning of the pump room interior
Removal of dead limbs
Inspection of the park and playgrounds

Babcock Park
District acquired Babcock Park during this maintenance cycle
Normal maintenance
Daily park visual inspection
Trash and litter removal
Inspection of playground and park amenities
Graffiti inspection and removal
Irrigation system inspection and minor repairs
Landscape contractor performance inspections
Transient and camp litter cleanup as needed

All Parks
Regular playground maintenance, including raking of the safety surface material
BBQ ash cleanup
Heavy daily pickup of litter and garbage removal
Heavy removal of homeless camp litter
Daily graffiti removal

SEPTEMBER PICNIC RENTALS, EVENTS & OTHER SPECIAL EVENTS 2026

Red: Security Needed/Alcohol Permit **Blue: FEC Special Event**

Cristen Casewell	Picnic – Filming	8:00 am 7:00 pm	FECRPD	Chicken Ranch #2	
Cristen Casewell	Picnic – Filming	8:00 am 7:00 pm	FECRPD	Chicken Ranch #2	
Sat, Sept 6, 2026	Selamawit Fessehaie - Cultural Family Event	3:00 PM 9:00 PM	FECRPD	Howe #1	**Power Permit**
Sun, Sept. 6, 2026	Vesta Allen – Picnic	2:00 pm 8:00 pm	FECRPD	Chicken Ranch #1	
Thurs, Sept. 10, 2026	Olena Bilko – Theater Rental	9:00 am 10:00 pm	JD	Hall	
Thurs, Sept. 10, 2026	Olena Bilko – Boardroom	6:00 pm 9:00 pm	FECRPD	Boardroom	
Sat, Sept. 12, 2026	Kauilani Kafovalu-Baby Shower	12:00 pm 8:00 pm	Shayla Avina Jullianna	Hall	**Alcohol, Private Security 3pm-8pm**
Sun, Sept. 19, 2026	Sally Skidel – Picnic	3:00 pm 9:00 pm	FECRPD	Seely #1 & #2	
Sat, Sept. 26, 2026	Amador Santos - Picnic	3:00 pm 9:00 pm	FECRPD	Chicken Ranch #2	

Robinson's Taekwondo Boardroom Mon/Thurs 5:00 pm – 6:30pm
I Am Ministries Church Sundays 9:00 am – 12:00 pm
DAR (Hall) – 2nd Monday 8:30am – 1:30pm (September 2026 – April 2027)
CFFU – 1st Tuesday 4:30 – 9:30 pm
SCMT Sunday 1:00 -7:00 pm, Wednesdays 3:30pm – 7:30 pm

GENERAL MANAGER'S MONTHLY UPDATE
TO THE BOARD OF DIRECTORS
SEPTEMBER-OCTOBER 2026

To: Board of Directors
From: Emily J. Ballus, General Manager
Date: September-October 2026

The General Manager's report provides Board members with information about operational activities and updates. The items included give the Board an abridged overview of the park district undertakings. The subjects may augment matters that are germane to decisions the Board may need to consider.

1. KEY MEETINGS

September 22 Angelina Moradzadeh to the award for Ami Bera and options for next steps.

September 23 Twin Rivers, City of Sacramento and FEC gathers to officially re-open Babcock Park.

October 8 Janice Kelley regarding nature program for Slough Time!

October 9 Tom Hare to discuss Bohemian Park permitting.

2. ADVOCACY

Babcock Park

Babcock Park re-opened on September 23, 2026.



Director Seaman giving his remarks



The neighborhood was happy about re-opening!

Bohemian Park Expansion Project

We have submitted more clarification to the Sacramento County permitting department and are awaiting an update by October 22, 2026.

Measure Q
Next update at the October board meeting.





3. EVENTS - UPCOMING
Safe Play Park E-Bike/Scooter Event
Thursday, October 22, 2026, 4-6:00pm at Howe Park's Safe Play Park

Howe Park's Frightfully Fun Carnival
Saturday, October 24, 2026, 1-5:00pm, Howe Park

4. GRANTS/SPONSORSHIPS
None.

5. DISTRICT HAPPENINGS
Outdoor Equity Grant – Slough Time!
Photo of the girls at Sac State Aquatics Center on September 26.



Learning kayaking safety



Learning how to rotate the oars

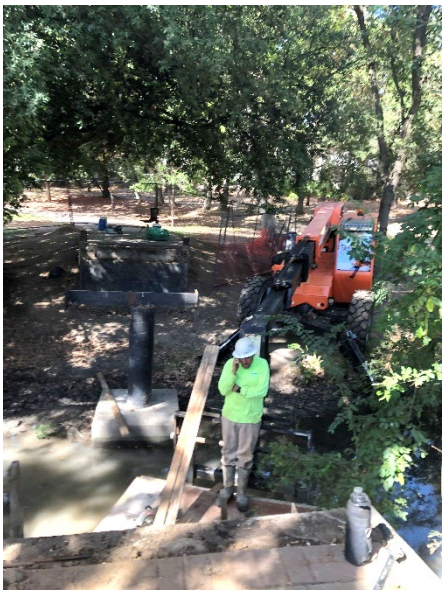


Practicing kayaking

6. SAFETY
Santa Anita Bridge:
The Santa Anita bridge is currently being replaced. A large heritage oak tree's roots were holding up the bridge abutment. Work to wrap and protect the tree's roots and then affix the abutment to a more stable anchor has been underway.

Bohemian Park Bridged:
The bridge at Bohemian Park will be replaced as soon as the beams arrive. That bridge is being fortified to hold maintenance vehicle traffic in anticipation of the opening of the community center.

The Sheriff's Department continues to provide shifts for park patrols helping staff move loiterers along, keep the parks clean, remove e-bikes and scooters, and keep a watchful eye on the parks.



Santa Anita Bridge replacement in progress.

FULTON-EL CAMINO RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS MEETING
October 15, 2026

Item No. 5.1
Property Tax Exemptions and the Impacts on FEC – Informational Only

STAFF REPORT

TO: Board of Directors

FROM: Emily Ballus, General Manager

SUBJECT: Property Tax Exemptions and the Impacts on FEC
Informational Only

DATE: October 15, 2026

FEC's property-tax resources are affected by multiple factors before those revenues are available to support District operations. The District already has a significant portion of its assessed-value base excluded from taxation through existing property-tax exemptions, while a substantial portion of the property-tax allocation is also redirected through ERAF. Together, these factors reduce the property-tax resources available to a small special district to fund ongoing operations and services, as illustrated in the graph below.

1. FEC Property-Tax Picture

	AMOUNT / PERCENTAGE
TOTAL ASSESSED VALUE	$4,446,050,541
EXEMPT ASSESSED VALUE	$296,646,121
EXEMPT PERCENTAGE RELIGIOUS, LOW INCOME, DISABLED VETS, MISC EXEMPT)	6.67%
ASSESSED VALUE REMAINING TAXABLE	$4,149,404,420
REMAINING TAXABLE PERCENTAGE	93.33%
ERAF REDUCTION	32.3% of the applicable FEC property-tax allocation
APPROX. PORTION REMAINING AFTER BOTH EFFECTS*	63.2%

Potential Additional Impact of AB 1294
FEC's property-tax base is already affected by two significant factors: approximately 6.67% of the District's assessed-value base is exempt from property taxation, and ERAF results in a reduction of approximately 32.2% of FEC's allocated property-tax revenue. These existing impacts reduce the property-tax revenues available to support District operations. AB 1294 could add another layer of pressure by expanding eligibility for property-tax exemptions and potentially further reducing the taxable property base.

Assembly Bill 1294 would expand the existing Welfare Exemption framework to include certain newly constructed or converted housing serving moderate-income households, generally those

above the lower-income limit and up to 120% of area median income. The Sacramento County Assessor has raised concerns that the expansion could increase the number of properties receiving a property-tax exemption and further reduce the taxable property base.

For FEC, the specific dollar impact of AB 1294 cannot be determined at this time. However, any additional property-tax exemptions would occur against an existing landscape in which 6.67% of the District's assessed-value base is already exempt from taxation, while ERAF has resulted in an approximately 32.2% reduction in FEC's allocated property-tax revenue.

The State's fiscal analysis estimates that AB 1294 could reduce local property-tax revenues by approximately $18 million to $26 million annually within the three-jurisdiction pilot area of Alameda County, Sacramento County, and the City and County of San Francisco. The State's analysis does not identify how that reduction would be distributed among individual taxing agencies or special districts such as FEC.

Qualifying properties under AB 1294 could receive the new exemption for up to 15 years. The exemption would apply to qualifying units placed into service beginning January 1, 2027, and before January 1, 2030. Consequently, any resulting reduction in the taxable property base could affect local property-tax revenues over an extended period rather than as a one-time impact.

The Sacramento County Assessor has recommended that the Legislature establish measurable outcomes and a sunset review process to evaluate the program's fiscal impact before allowing the program to continue or expand.

While the specific fiscal impact to FEC cannot be determined from the State's analysis, AB 1294 could further reduce property-tax revenues available to the District at a time when 6.67% of the assessed-value base is already exempt and ERAF has reduced the District's allocated property-tax revenue by approximately 32.2%.

PROPERTY TAX EXEMPTIONS – PARK DISTRICTS

2022

FIXTURES	PERS_PROP	HOMEOWNERS	ALL OTHER EXEMPT	TOTAL_VALUE	NET_RATIO	RP_RATIO	HOSPITAL	RELIGIOUS	LOW INCOME HOUSING	DISABLED VET	MISC EXEMPT	TOTAL EXEMPTIONS	TOTAL VALUATION	EXEMPTION PERCENTAGE
2,325,466	2,455,067	16,274,082	135,529,459	2,179,428,593	1.066	1.066	0	33,993,946	58,565,760	6,237,451	36,732,302	135,529,459	2,314,958,052	0.059
488,390	862,506	6,802,600	34,186,537	1,070,013,550	1.075	1.074	14,648,779	8,120,773	7,204,355	1,588,473	2,624,157	19,537,758	1,104,200,087	0.031
96,982	86,986	8,531,600	1,082,066	995,676,591	1.071	1.070	0	0	0	1,082,066	0	1,082,066	996,758,657	0.001
1,506,008	3,500,748	48,185,200	86,248,650	5,271,545,814	1.063	1.063	0	31,067,856	28,505,999	16,891,991	9,782,804	86,248,650	5,357,794,464	0.016
487,176	1,517,994	48,214,600	130,710,033	5,429,981,884	1.058	1.059	12,829,412	21,258,158	26,030,515	16,826,352	53,765,596	117,880,621	5,560,691,917	0.024
11,886,408	6,829,648	20,053,902	230,326,608	3,359,743,548	1.082	1.082	55,974,140	16,107,829	86,462,494	5,627,389	66,154,756	174,352,468	3,590,070,156	0.064
2,641,834	2,541,093	63,695,800	284,182,278	8,623,959,768	1.061	1.063	0	50,940,453	31,767,897	13,331,318	188,142,610	284,182,278	8,908,142,046	0.032
23,163,422	12,093,248	34,749,188	181,684,544	3,497,531,260	1.124	1.118	0	25,039,409	103,061,877	19,371,080	34,212,178	181,684,544	3,679,215,804	0.049
1,436,210	1,933,546	42,892,271	90,901,157	4,132,055,304	1.061	1.061	0	50,862,331	0	16,640,056	23,398,770	90,901,157	4,222,956,461	0.022
39,530,665	40,917,265	23,456,539	45,074,735	3,122,634,072	1.058	1.107	0	24,830,505	632,400	12,856,630	6,755,200	45,074,735	3,167,708,807	0.014
65,230,040	11,846,071	154,858,433	553,450,372	15,479,976,839	1.086	1.083	68,789,389	105,900,046	236,844,027	74,757,028	67,159,882	484,660,983	16,033,427,211	0.035

2026

DIST_NAME	YEAR	PARCELS	LAND	IMPROVEMENTS	FIXTURES	PERS_PROP	HOMEOWNERS	ALL OTHER EXEMPT	TOTAL_VALUE	HOSPITAL	RELIGIOUS	LOW INCOME HOUSING	DISABLED VET	MISC EXEMPT	TOTAL EXEMPTIONS	TOTAL VALUATION	EXEMPTION PERCENTAGE
ARCADE CREEK	2026	5,672	779,380,025	1,987,703,881	3,279,480	2,622,545	15,508,718	174,488,228	2,582,988,985	0	37,177,039	90,476,637	10,581,647	36,252,905	174,488,228	2,757,477,213	0.063
ARDEN MANOR	2026	2,469	440,975,387	907,913,703	51,625,494	521,878	6,582,800	36,855,998	1,357,597,664	15,856,301	7,985,770	7,798,221	2,019,452	3,196,254	36,855,998	1,394,453,662	0.026
ARDEN PARK	2026	1,893	470,613,604	747,881,682	74,207	33,507	8,082,200	2,028,180	1,208,492,620	0	0	0	2,028,180	0	2,028,180	1,210,520,800	0.002
CARMICHAEL	2026	13,527	1,927,915,079	4,476,152,956	3,925,823	3,713,547	46,053,000	102,006,328	6,263,648,077	0	31,825,711	30,855,797	24,266,540	15,058,280	102,006,328	6,365,654,405	0.016
FAIR OAKS	2026	12,870	1,919,241,267	4,800,102,676	698,498	3,254,568	46,492,600	134,115,494	6,542,688,915	0	21,576,062	28,176,259	26,159,093	58,204,080	134,115,494	6,676,804,409	0.020
FULTON/EL CAMINO	2026	7,377	1,199,002,540	3,262,384,175	15,907,545	7,757,378	19,001,097	296,646,121	4,169,404,420	60,588,195	18,369,080	141,116,096	9,437,551	67,135,199	296,646,121	4,466,050,541	0.066
MISSION OAKS	2026	17,831	3,197,926,292	7,520,196,746	2,236,660	3,462,619	60,520,600	400,382,314	10,262,919,403	0	55,660,442	119,038,112	23,352,745	202,331,015	400,382,314	10,663,301,717	0.038
NORTH HIGHLANDS	2026	12,900	1,215,439,599	3,383,377,892	51,541,540	22,103,218	32,988,967	205,286,785	4,434,186,497	0	26,642,618	109,223,580	28,547,642	40,872,945	205,286,785	4,639,473,282	0.044
ORANGEVALE	2026	11,958	1,448,807,938	3,613,759,981	3,779,987	4,542,882	41,066,012	115,696,070	4,914,128,706	0	58,628,793	3,910,427	28,344,869	24,811,981	115,696,070	5,029,824,776	0.023
RIO LINDA/ELVERTA	2026	8,342	1,145,569,100	2,605,577,166	170,212,262	66,629,636	22,330,567	63,924,977	3,901,732,620	0	30,472,533	684,525	19,193,067	13,574,852	63,924,977	3,965,657,597	0.016
SUNRISE	2026	50,386	5,232,505,176	14,214,638,073	57,710,608	15,088,086	148,363,953	801,693,919	18,569,884,071	71,164,215	111,612,495	408,395,740	114,734,506	95,786,963	801,693,919	19,371,577,990	0.041

Sacramento County
Office of the Assessor
Christina Wynn, Assessor
Jarret Stedifor, Assistant Assessor

Administration
3636 American River Drive, Suite 200
Sacramento, CA 95864-5952
https://assessor.saccounty.gov
(916) 875-0760

August 12, 2026

The Honorable Sabrina Cervantes
Chair, Senate Appropriations Committee
California State Capitol
Sacramento, CA 95814

RE: Sacramento County Assessor Oppose Unless Amended Assembly Bill 1294

Dear Chair Cervantes and Members of the Committee:

The Sacramento County Assessor's Office respectfully submits an **Oppose Unless Amended** position on AB 1294. We recognize the Legislature's intent to support additional housing production, including housing for moderate-income and workforce households. Our concerns are focused on whether the bill is clear, consistent, and administrable for county assessors responsible for implementing the Welfare Exemption.

We appreciate the author's engagement with county assessors and recognize that the most recent RN amendments address several concerns previously raised by the assessor community. In particular, the RN moved the moderate-income provisions into Revenue and Taxation Code section 214(g). That change addresses the assessor community's structural concern and makes the bill more administrable because section 214(g) already contains the general framework for qualifying affordable housing units, including restrictions, rent standards, documentation, verification, and partial exemption calculations.

The remaining concerns are not objections to placing the proposal within section 214(g). Rather, they are technical and administrative clarifications to help ensure the new moderate-income provisions work properly within the existing section 214(g) framework.

AB 1294 still requires additional amendments to address county-specific application, pilot-program structure, the definition of "newly constructed," the moderate-income household definition, certification requirements, over-income provisions, mixed-project administration, applicable rent standards, and county workload impacts.

I. County-Specific Program Without Clear Pilot Structure

AB 1294 would apply only in Alameda County, Sacramento County, and the City and County of San Francisco. This limited application remains a concern because the Welfare Exemption is generally administered as a statewide property tax exemption under uniform statutory rules and statewide guidance.

A county-specific rule may result in different Welfare Exemption treatment for similar housing projects based only on location. This could create confusion for claimants, developers, assessors, and the State Board of Equalization.

Although AB 1294 applies only to three named jurisdictions, the administrative impact may extend beyond those counties. Developers, nonprofit housing providers, and claimants often operate across county lines. If the Welfare Exemption is applied differently depending on county location, counties may need to respond to additional public inquiries, explain why the exemption is or is not available in a particular jurisdiction, train public-facing staff, coordinate with other tax administration departments, and manage claimant expectations.

Revenue and Taxation Code section 214 is already complex and requires detailed annual review of ownership, use, rent restrictions, income qualifications, documentation, and continuing eligibility. Creating a special Welfare Exemption rule for only three counties may increase confusion, appeals, and workload for both named and unnamed counties.

Separate from the county-specific issue, AB 1294 is time-limited and functions like a pilot program. For that reason, the bill would benefit from measurable objectives, evaluation criteria, and a process for determining whether the program should continue, be revised, expanded, or allowed to sunset. Without those elements, it may be difficult for the Legislature to evaluate whether the exemption produced additional housing, improved affordability, or justified the fiscal and administrative impact.

Sacramento County Multi-Family New Construction Data

Sacramento County - Number of Units Complete and Partial Construction for LD						
Year	Market	Student Housing	LIHTC	Mixed Use	LI (Homekey)	Total
2020/21	3,502	374	898	439	0	5,213
2021/22	2,955	507	977	1,131	100	5,670
2022/23	4,167	223	2,764	569	381	8,104
2023/24	5,346	0	3,918	796	208	10,268
2024/25	4,939	30	2,715	207	669	8,560
2025/26	4,122	154	2,627	268	1,030	8,201

Units Planned But Not Started	20,948
Sacramento County Statistics - December 31, 2025	

The multi-family market in Sacramento County is active. Recent downward pressure on values is attributed to higher interest rates, increased operating expenses, and softening rents due to more units completed for occupancy. As a result, the current year's data reflects a 65% increase in properties qualifying for assessed value reductions, with approximately 66 projects with market values below the Prop 13 valuations as of January 1, 2026.

II. Undefined "Newly Constructed" Standard

AB 1294 provides that the moderate-income provisions apply only to properties on which residential units were newly constructed, or where existing commercial uses were converted into new residential units. However, the bill does not define "newly constructed" for purposes of this exemption.

This creates uncertainty because Revenue and Taxation Code section 70 defines "newly constructed" and "new construction" broadly for property tax purposes. That definition can include additions, alterations, major rehabilitation, modernization, renovation, or conversion to a different use. As a result, the term may be read more broadly than ground-up residential construction.

If the intent is to limit AB 1294 to ground-up residential construction and commercial-to-residential conversions, the bill should state that clearly. Clarifying this point would help assessors and claimants determine eligibility consistently and avoid disputes over whether remodels, rehabilitations, or renovations qualify.

III. Moderate-Income Definition Should Be Distinct From Existing Lower-Income Housing Claims

The recent amendments move the moderate-income proposal into Revenue and Taxation Code section 214(g), which makes the bill more administrable under the existing Welfare Exemption framework. However, clearer language would help distinguish the new moderate-income expansion from regular lower-income housing claims under section 214(g).

AB 1294 has been presented as a workforce and moderate-income housing measure. While Health and Safety Code section 50093 uses the broader term "persons and families of low or moderate income" to describe households up to 120% of area median income, clarifying that this expansion applies to the moderate-income portion of that category would better align the bill with its stated workforce and moderate-income housing purpose.

A clear moderate-income definition is needed for households whose income exceeds the lower-income household limit, consistent with Health and Safety Code section 50093(b), but does not exceed the overall 120% area median income limit established in Health and Safety Code section 50093.

This clarification would also help ensure that the time-limited period, construction or conversion window, application deadline, and county-specific conditions do not affect lower-income housing claims that otherwise qualify under the regular statewide Revenue and Taxation Code section 214(g) framework.

IV. Certification Requirement Should Include Moderate-Income Units

Revenue and Taxation Code section 214(g)(2)(B) requires the owner to certify that the funds that would have been necessary to pay property taxes are used to maintain affordability of, or reduce rents otherwise necessary for, the units occupied by lower-income households.

Because AB 1294 adds a new moderate-income expansion within section 214(g), section 214(g)(2)(B) also appears to require a technical update to include units occupied by moderate-income households. This appears to be an oversight, and adding moderate-income units would align the certification requirement with the new moderate-income provisions.

V. Existing 100% AMI Over-Income Provision Should Not Include Moderate-Income Units

Sacramento County's concern is limited to Revenue and Taxation Code section 214(g)(2)(A)(iii)(II), the existing 100% AMI over-income provision.

That provision was written for lower-income households. The RN adds "low- and moderate-income households" to the same provision, but AB 1294 is intended to serve moderate-income households up to 120% of area median income. Including moderate-income households in a 100% AMI continued-qualification rule creates a mismatch and could confuse eligibility determinations.

Removing the moderate-income language from section 214(g)(2)(A)(iii)(II) would avoid this issue.

VI. Mixed Lower-Income and Moderate-Income Treatment

Because AB 1294 creates a new moderate-income concept within Revenue and Taxation Code section 214(g), further clarification would help assessors determine whether a claimant may combine regular lower-income Welfare Exemption treatment and the new moderate-income treatment within the same project.

Section 214(g) already requires qualifying units to be identified, rent restricted, and documented. The additional concern is whether units may move between the regular lower-income category and the new moderate-income category from year to year, including whether a different rent standard may apply after reclassification.

Without clear statutory direction, a unit previously treated as lower-income could later be claimed under the new moderate-income treatment, where a different rent standard may apply. Assessors would then need to verify whether the unit was properly reclassified and whether the applicable rent and income limits were met for each claim year. That review would require additional unit-by-unit tracking and comparison across claim years, creating administrative burden and compliance risk.

VII. Administrative Cost Estimate

Based on a rough internal estimate, each AB 1294 claim could require approximately 45 to 60 staff hours during initial implementation.

Using an estimated loaded hourly rate for an Assessment Technician, the estimated cost would be approximately $3,411 to $4,548 per claim.

Assuming 40 filings in the first year and a 20% increase in filings each year, estimated annual costs would be approximately:

Year 1: 40 filings — **$136,440 to $181,920**
Year 2: 48 filings — **$163,728 to $218,304**
Year 3: 58 filings — **$197,838 to $263,784**

These estimates reflect only the anticipated claim-processing workload. Additional costs may also arise from staff training, public-facing guidance, responses to claimant and developer inquiries, internal coordination with other tax administration departments, and an increase in appeals. These costs are difficult to estimate at this stage but should be considered because AB 1294 creates a county-specific exemption within an already complex Welfare Exemption framework.

Actual workload and cost would depend on claim volume, project complexity, documentation quality, and whether the bill requires additional unit-level review or year-to-year tracking.

Suggested Amendments

Sacramento County recommends the following amendments:

1. Remove the three-county designation.
2. Add pilot evaluation criteria, including objectives, measurable outcomes, and a sunset review process so the Legislature can evaluate whether the program should continue, be revised, expanded, or allowed to sunset.
3. Define "newly constructed" using an objective and verifiable standard, and clarify whether remodels, rehabilitations, or renovations qualify.
4. Define moderate-income households as households above the lower-income limit and at or below 120% of area median income.
5. Clarify that AB 1294 applies only to the new moderate-income expansion and does not affect regular lower-income housing claims under Revenue and Taxation Code section 214(g).
6. Amend Revenue and Taxation Code section 214(g)(2)(B) to include moderate-income units in the certification requirement.
7. Remove moderate-income language from Revenue and Taxation Code section 214(g)(2)(A)(iii)(II), the existing 100% AMI over-income provision.
8. Clarify whether lower-income and moderate-income treatment may be combined within the same project and how assessors should verify compliance if combined treatment is allowed.

Applying these amendments would help preserve consistency in Welfare Exemption administration, reduce uncertainty for claimants and assessors, and ensure that the program is measurable and workable at the county level.

Accordingly, Sacramento County cannot support AB 1294 in its current form and must respectfully oppose the measure unless amended. Sacramento County appreciates the author's recent amendments and remains willing to work with the author, sponsor, committee staff, and other stakeholders on language that addresses these remaining implementation concerns.

Thank you for your consideration.

Sincerely,



Christina Wynn
Sacramento County Assessor

Cc: Honorable Assembly Member Haney

SENATE COMMITTEE ON APPROPRIATIONS
Senator Sabrina Cervantes, Chair
2025 - 2026 Regular Session

AB 1294 (Haney) - Real property tax: welfare exemption: moderate-income housing

Version: June 15, 2026
Policy Vote: HOUSING 10 - 0, REV. & TAX. 3 - 0
Urgency: No
Mandate: Yes
Hearing Date: August 10, 2026
Consultant: Robert Ingenito

Bill Summary: AB 1294 would create an alternate welfare exemption equal to the percentage that the number of units serving low- and moderate-income households represents out of the total number of residential units, for certain counties, as specified.

Fiscal Impact:

- The Board of Equalization (BOE) indicates that this bill would reduce annual property tax revenues in the range of $18 million to $26 million (See Staff Comments). Reductions in local property tax revenues, in turn, can increase General Fund Proposition 98 spending by up to roughly 50 percent (the exact amount depends on the specific amount of the annual Proposition 98 guarantee, which in turn depends upon a variety of economic, demographic and budgetary factors). BOE would incur minor administrative costs to implement the provisions of the bill.

- By changing the duties of local tax officials, this bill creates a state-mandated local program. To the extent the Commission on State Mandates determines that the provisions of this bill create a new program or impose a higher level of service on local agencies, local agencies could claim reimbursement of those costs. The magnitude is unknown (General Fund).

Background: The California Constitution generally requires all property to be taxed based on its fair market value but authorizes the Legislature to exempt property used exclusively for charitable purposes when owned and operated by qualifying nonprofit organizations. The Legislature implemented this authority through the welfare exemption, which provides property tax relief to organizations engaged in religious, hospital, scientific, or charitable activities. The exemption is based on the policy rationale that taxing charitable organizations may divert resources away from activities that provide public benefits.

To qualify for the welfare exemption, both the organization and the use of the property must meet statutory requirements. Eligibility is based on the organization's actual activities, and the exemption may apply fully or partially depending on the extent to which the property is used for qualifying purposes.

Existing law extends the welfare exemption to certain affordable rental housing projects that satisfy specified affordability and ownership requirements. Eligible projects generally must be subject to enforceable affordability restrictions, such as recorded deed restrictions or regulatory agreements, and must maintain units that are continuously available to or occupied by lower-income households.

The exemption may apply to affordable housing projects financed through various public assistance programs, including federal Low Income Housing Tax Credits (LIHTCs), government grants, and bond financing. For mixed-income projects, the exemption is limited to the portion of the property attributable to affordable units serving lower-income households.

The welfare exemption requires approval from both BOE and the county assessor. Nonprofit organizations must first obtain an Organizational Clearance Certificate from BOE, and property owners must subsequently file annual exemption claims with county assessors. Assessors are responsible for verifying that the property continues to satisfy statutory requirements, including applicable affordability restrictions, rent limits, and income eligibility requirements. Although BOE approval establishes an organization's eligibility, county assessors retain authority to deny an exemption if the property does not meet statutory requirements.

California's affordable housing production system relies heavily on nonprofit developers that use LIHTCs and other public subsidies to finance affordable housing projects. These projects generally qualify for the welfare exemption because they provide housing to lower-income households under legally enforceable affordability restrictions.

Proposed Law: This bill, among other things, would do the following:

- Create an alternative welfare exemption from property taxation for specified residential properties. The exemption would be equal to the percentage of residential units serving low- and moderate-income households (as defined) compared to the total number of residential units within the property.

- Apply requirements similar to the existing welfare exemption for affordable housing serving low- and very-low-income households. Specifically, the property would be required to be owned and operated by an eligible charitable organization, including qualifying nonprofit corporations, limited liability companies, or limited partnerships in which the managing general partner is an eligible nonprofit entity. The organization would also be required to satisfy existing constitutional requirements for claiming the welfare exemption. Additionally, the property owner would be required to certify that the property tax savings would be used to preserve affordability or reduce rents for units serving low- and moderate-income households.

- Establish additional eligibility requirements for the new exemption. Specifically, the property owner would be required to certify that the project is subject to an enforceable and verifiable affordability restriction, such as an agreement with a public agency or recorded deed restriction. The restriction would be required to ensure that units designated for low- and moderate-income households remain

available to, or occupied by, qualifying households for at least 55 years. For properties owned by limited partnerships with eligible nonprofit managing general partners, the affordability restriction would be required to be contained in an enforceable agreement with a public agency or a recorded deed restriction.

- Provide that the initial rent charged for each exempt unit would be required to be below fair market rent for the applicable unit type and geographic area, as specified.

- Provide similar treatment to the existing welfare exemption for affordable housing by allowing units to remain eligible for the exemption if tenant income increases above the original eligibility threshold, provided the tenant's income does not exceed 140 percent of area median income (AMI).

- Apply beginning with the January 1, 2027 lien date and would apply only to newly constructed or converted units placed into service on or after that date and before January 1, 2030. The exemption would terminate after 15 years. The measure would be limited to qualifying properties located in Alameda and Sacramento Counties and the City and County of San Francisco.

Related Legislation:

- SB 1227 (Wiener, 2024), among other provisions, would have allowed a welfare exemption for rental housing units occupied by or available to those of moderate income within a specified area in the City and County of San Francisco. The bill was held under submission on the Suspense File of this Committee.

- SB 336 (Wiener, 2025) was largely similar to this bill, but had statewide application. The bill was held under submission on the Suspense File of this Committee.

- SB 1415 (Arreguin), was large identical to SB 336. The bill was held under submission on the Suspense File of this Committee.

Staff Comments: As noted above, BOE estimates that this bill could reduce local property tax revenues by $18 million to $26 million annually, depending on the extent to which eligible moderate-income rental housing is constructed in the bill's three-county pilot area. The estimate is based on Regional Housing Needs Allocation (RHNA) production targets, historical rental housing development trends, average construction costs, and assumed property tax assessments. Because actual housing production has historically fallen below RHNA targets, the BOE indicates that the lower end of the estimated revenue loss may be more representative if completion rates remain consistent with recent experience.

-- END --

FULTON-EL CAMINO RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS MEETING
October 15, 2026

Item No. 6.1
Measure Q Implementation, Reimbursement, and Updated Project Projections Through June 30, 2026

STAFF REPORT

TO: Board of Directors

FROM: Emily Ballus, General Manager

SUBJECT: Measure Q Implementation Reimbursement, and Updated Project Projections Through June 30, 2026

DATE: October 15, 2026

RECOMMENDATION

1). Receive and file the report on Measure Q implementation and bond-funded expenditures through June 30, 2026, and
2). Approve the updated project and financial projections reflecting the District's current understanding of anticipated park and facility needs, project costs, and funding requirements.

BACKGROUND

Measure Q authorized $24 million in general obligation bonds to fund capital improvements throughout the Fulton-El Camino Recreation and Park District. The District began implementing the full bond program, as attached in Exhibit A, through phased project allocations, attached as Exhibit B, and reimbursement of eligible expenditures as approved by the Board of Directors attached as Exhibit D.

The reimbursement schedules document claims submitted from November 2024 through June 30, 2026, covering the initial stages of implementation. The reimbursement requests from 342D are included in the attachments to this report (Exhibit D).

The first year of implementation has provided the District with additional information about project development, facility conditions, anticipated costs, and the sequencing of improvements. As projects have advanced and needs have been further evaluated, the District has developed a clearer understanding of the work required across its parks and facilities.

This report provides a one-year overview of Measure Q implementation, expenditures, and reimbursements through June 30, 2026, in Exhibit C, and updated projections to guide the next phase of the District's capital improvement program.

<u>One-Year Overview</u>
During the reporting period, Measure Q funding supported a range of park and facility improvements, equipment purchases, infrastructure repairs, and other eligible capital needs.

The reimbursement records reflect work across multiple District parks and facilities rather than a single, large construction project.

Major expenditure categories included:

- Park and facility improvements: Roof replacement and repairs, doors, basketball equipment, drinking fountains, and other facility improvements.
- Infrastructure and maintenance-related repairs: Irrigation systems, plumbing, drainage, HVAC, and other building and site repairs.
- Equipment and operational infrastructure: Equipment supporting park improvements, maintenance activities, and technology infrastructure.
- Safety and accessibility improvements: Site improvements, barriers, and other work supporting safer and more functional public facilities.

These expenditures reflect the variety of needs addressed during the initial phase of Measure Q implementation.

Financial Overview

The District's five Measure Q reimbursement requests document a total of $2,163,209.02 in claims used through June 30, 2026, as summarized below.

Reimbursement Request	Reporting Period	Amount
Request No. 1	November 2024 – August 2025	$197,259.40
Request No. 2	August – October 2025	$1,088,596.49
Request No. 3	November 2025 – January 2026	$227,510.99
Request No. 4	February – May 2026	$385,473.11
Request No. 5	June 2026	$264,369.03
Total Measure Q Claims Used	Through June 30, 2026	$2,163,209.02

The reimbursement schedules provide a transaction-level record of claims, including the applicable fund, project or bond code, vendor, description, and amount. This documentation supports the tracking of eligible expenditures and provides a basis for financial oversight and reporting.

Bond proceeds provide a dedicated funding source for eligible capital improvements and related project costs. They are separate from the District's regular operating revenues and are not intended to support routine day-to-day operations.

PROJECT PLANNING AND UPDATED PROJECTIONS

Now that Measure Q has been in place for one year, the District has a better understanding of the park and facility needs that must be addressed as implementation continues. Ongoing project development, evaluation of facility conditions, and operational experience have helped clarify priorities and identify improvements requiring further attention.

The attached updated project and financial projections reflect these identified needs and the District's current understanding of anticipated project costs and funding requirements. They provide a more current planning framework for prioritizing improvements, establishing project schedules, and allocating bond proceeds.

The projections are intended to guide the next phase of implementation and may be refined as project scopes are developed, costs are confirmed, and schedules are established. Future adjustments will be evaluated in accordance with applicable bond requirements, District policies, and Board direction.

CONCLUSION

Through June 30, 2026, the District's five Measure Q reimbursement requests document $2,163,209.02 in claims used to address a variety of park, facility, and infrastructure needs throughout the District. These records establish a basis for continued financial oversight as the District proceeds with its capital improvement program.

After one year of implementation, the District has a clearer understanding of its park and facility needs, anticipated project costs, and funding requirements. Approval of the updated projections will allow the District to align its planning with these findings and establish a current framework for moving forward.

Staff will continue to advance approved projects, monitor expenditures and schedules, and provide updates on financial progress and significant project milestones to support transparency, accountability, and responsible use of bond proceeds.

ATTACHMENTS

1. Exhibit A: Measure Q Project Plan
2. Exhibit B: Measure Q Project Plan 2025-2027
3. Exhibit C: Requested Changes to Original Approved List
4. Exhibit D: Reimbursements through June 30, 2026
5. Exhibit E: Measure Q Projects List Numbered

EXHIBIT A

MEASURE Q PROJECT PLAN *(five pages)*

SERIES	PROJECT NUMBER	PARK	IN PARK LOCATION	PROJECT NAME	PROJECT GROUPING	DESCRIPTION	ESTIMATED APPROVED COSTS	ACTUAL COSTS COMPLETED
2025	100	Babcock		fence around ballfield	Facilities	if Twin Rivers allows FEC to manage that field	$ 45,000	
2025	200	Bellview		backflow enclosure	Equipment	Cinder block enclosure and pad extension	$ 15,000	$ 39,943
2025	201	Bellview		Add gate w/rolling gate	Safety and Security	Along the front of the Park off Howe Avenue	$ 100,000	
2025	202	Bellview		benches, tables, trash cans, water	Equipment	=$6,600) •Trash Receptacles	$ 35,800	$ 36,210
2029	203	Bellview		Irrigation repairs	Equipment		$ 109,000	
2029	204	Bellview		Replace play equipment	Equipment	shade and replaced shredded tires base	$ 350,000	
2029	205	Bellview		Install restroom	Equipment	Install new permanent restroom	$ 200,000	
2029	206	Bellview		Replace basketball court	Facilities	Replace court floor and install new backboards	$ 125,000	
2025	300	Bohemian		Replace Bridge	Facilities	to accommodate community center traffic, as well	$ 175,000	
2025	301	Bohemian		Demolish 4-plex	Facilities	tear down housing and ancillary sheds/fences	$ 125,000	
2029	302	Bohemian		shortage,	Facilities	costs increases	$ 1,500,000	
2025	303	Cottage	Cottage Building	Front Doors on Community	Equipment	Make ADA compliant, add ADA door opening panels	$ 40,000	
2025	304	Cottage	Cottage Building	Replace Existing Glass Wall	Facilities	into roll up door to increase recreational	$ 45,000	
2025	305	Cottage	Cottage Building	Repair walls in restroom	Facilities	In the restroom area off pool	$ 25,000	
2025	306	Cottage	Cottage Building	Replace flooring	Equipment	Replace existing tile with water proof tile flooring	$ 50,000	
2029	307	Cottage	Cottage Building	Replace wall partitions	Equipment		$ 60,000	
2025	308	Cottage	Cottage Park	Replace bridge behind pool	Facilities	Replace Existing Bridge with one similar to Cottage Park	$ 250,000	$ 192,472
2025	309	Cottage	Cottage Park	benches, tables, trash cans, water	Equipment	=$6,600) •Trash Receptacles	$ 60,600	
2025	310	Cottage	Cottage Park	Install parking lot lighting	Safety and Security	Install Parking Lot Lighting	$ 150,000	

SERIES	PROJECT NUMBER	PARK	IN PARK LOCATION	PROJECT NAME	PROJECT GROUPING	DESCRIPTION	ESTIMATED APPROVED COSTS	ACTUAL COSTS COMPLETED
2025	311	Cottage	Cottage Park	playground and base	Equipment	Equipment in park and remove the shredded tires	$ 400,000	
2025	312	Cottage	Cottage Park Pool	Design work		Project on pool rehab begins	300,000	8,278
2027	313	Cottage	Cottage Park	additional parking lot	Safety and Security	Construct Additional Parking Lot	$ 300,000	
2027	314	Cottage	Cottage Park	Refurbish pool	Facilities	• replace starting blocks • replace slide steps	$ 6,200,000	
2027	315	Cottage	Cottage Pool	entrance and bleachers shade	Equipment	fixes frayed fabric	$ 100,000	
2027	316	Cottage	Cottage Pool	community center outdoor beams	Equipment	rotten spots in beams	$ 45,000	
2027	317	Cottage	Cottage Pool	Install security alarm system	Safety and Security	In pool area to deter late night swimmers/entries	$ 20,000	
	318	Cottage	Cottage Park	Improve natural features		erosion, restore native riparian vegetation, develop		
2029	319	Cottage	Cottage Park	Replace tot lot playground	Equipment	Replace Tot Lot Play Equipment	$ 50,000	
2029	320	Cottage	Cottage Park	Construct a Skate Park	Facilities	skate park a District need but different location;	$ 500,000	
2029	321	Cottage	Cottage Park	restroom and storage	Facilities	replaces current "green" building	$ 350,000	
	322	Cottage	Cottage Park	Improve courts	Facilities	Resurface Tennis Courts, Add Pickleball	$ -	
2025	400	Creekside		Replace bridge	Facilities	Replace footbridge into park	$ 225,000	
2025	401	Creekside		Add park signage		Belport, Lacy Lane, and park entrance	$ 25,000	
2025	402	Creekside		Install DG on path to park	Safety and Security	entrance, seal with coating - 1102 ft x 15 ft (approx.	$ 100,000	
2025	403	Creekside		panels, trash cans, benches	Equipment	accommodate patrons with natural elements intact	$ 30,000	
2025	404	Creekside	Creekside	Survey	Facilities	boundary analysis		$ 12,032
2025	500	Howe	Howe Park	benches, tables, trash cans, water	Equipment	=$11,000) •Trash Receptacles	$ 140,000	
2025	501	Howe	Howe Park	Dog park renovation	Facilities	amenities, fencing; install lights	$ 125,000	
2025	502	Howe	Howe Park	playground and base	Equipment	5-12 year olds	$ 400,000	

SERIES	PROJECT NUMBER	PARK	IN PARK LOCATION	PROJECT NAME	PROJECT GROUPING	DESCRIPTION	ESTIMATED APPROVED COSTS	ACTUAL COSTS COMPLETED
2025	503	Howe	Howe Park	Replace district office roof	Facilities	in disrepair	$ 148,000	$ 203,180
2025	504	Howe	Howe Park	structures for Howe 1/ 2 picnic	Equipment	Replace old shade structure on two sided picnic area	$ 100,000	$ 55,931
2025	505	Howe	Howe Park	add ADA handrails all	Facilities	handrails are for ADA compliance	$ 250,000	$ 34,703
2025	506	Howe	Howe Park	North Field for parking	Safety and Security	Repurpose North Field for Parking	$ 500,000	
2025	507	Howe	Howe Park CC	New security system	Safety and Security	Alarms, cameras in park and buildings	$ 40,000	$ 3,793
2025	508	Howe	Howe Park	Repair futsal and basketball courts	Facilities	Structural issues	$ 375,000	
2025	509	Howe	Howe Park	bleachers for ballfields 1-2	Facilities	Replace with aluminum bleachers	$ 40,000	
2025	510	Howe	Howe Park	lights in parking lots and picnic	Safety and Security		$ 150,000	
2025	511	Howe	Howe Park	courts with volleyball/pickleb	Facilities	Renovate into multi-use (pickleball, volleyball) court	$ 45,000	
2025	512	Howe	Howe Park	Fence sand volleyball court	Facilities	wrought iron	$ 40,000	
2025	513	Howe	Howe Park CC	Replace entrance doors with ADA	Safety and Security	includes upgrading new frame to hold doors	$ 22,000	$ 514
2025	521	Howe	Howe Park CC	Stream Video	Equipment	Granicus- stream board and other meetings		$ 76,499
2025	522	VOID						
2025	523	Howe	Howe Park CC	Paint inside and outside of CC	Facilities			$ 68,538
2025	524	Howe	Howe Park CC	Lights around outside ceiling	Facilities			$ 29,689
2025	525	Howe	Howe Park CC	Sewer Line	Facilities	repair line in CC		$ 51,387
2025	526	Howe	Howe Park CC	Server	Safety and Security	move to cloud server		$ 9,093
2029	514	Howe	Howe Park	Pond repair	Facilities	pond line, pump, aerator; install aerator, walls	$ 350,000	

SERIES	PROJECT NUMBER	PARK	IN PARK LOCATION	PROJECT NAME	PROJECT GROUPING	DESCRIPTION	ESTIMATED APPROVED COSTS	ACTUAL COSTS COMPLETED
2029	515	Howe	Howe Park	Yard Improvements	Facilities	(fencing, tank removal, etc.) - first thing patrons see	$ 200,000	
2029	516	Howe	Howe Park	Fields with fencing	Facilities	Enclose softball fields with 6-ft fencing	$ 150,000	
2029	517	Howe	Howe Park CC	flooring	Equipment	use wood vinyl	$ 25,000	$ 48,192
2029	518	Howe	Howe Park CC	Hall courtyard walls	Safety and Security	On pond side of CC to enclose it	$ 80,000	
2029	519	Howe	Howe Park CC	counter and office space	Safety and Security	need assistance with his	$ 50,000	
2029	520	Howe	Howe Park CC	Build Amphitheater	Facilities	in Howe old swimming pool area	$ 210,000	
2025	600	Santa Anita		Install gazebo	Facilities	Add new gazebo	$ 25,000	$ 18,907
2025	601	Santa Anita		Replace benches, tables, trash cans, water fountains	Equipment	=$2,200) •Trash Receptacles (4@$1250=$10,000) •Water fountains	$ 35,800	
2025	602	Santa Anita		Install New Disc Golf Tees	Facilities	Install 9 Concrete Disc Golf Tees	$ 5,000	
2025	603	Santa Anita		Replace bridge	Facilities	second bridge near Bell St. entrance	$ 175,000	
2025	700	Seely		Replace splashpad pumproom, replace restroom	Facilities	Demolish existing and construct new pumproom/infrastructure improvements and restroom	$ 620,000	
2025	701	Seely		Correct park drainage	Safety and Security	flooding along east side pathway near pumphouse,	$ 100,000	
2025	702	Seely		benches, tables, trash cans, water	Equipment	=$6,600) •Trash Receptacles	$ 55,600	
2025	703	Seely		Replace basketball court	Facilities		$ 125,000	
2029	704	Seely		Replace Play Equipment	Equipment	shade and replaced shredded tires base	$ 300,000	
		New	North East	Outreach to Locate and	Facilities	Community Outreach to Loca	$ -	
						Projects Subtotal	$ 16,986,800	$ 889,361

SERIES	PROJECT NUMBER	PARK	IN PARK LOCATION	PROJECT NAME	PROJECT GROUPING	DESCRIPTION	ESTIMATED APPROVED COSTS	ACTUAL COSTS COMPLETED
A,B,C	1300	Professional Services	costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates.		Professional Services	15% of total of items above	$ 2,548,020	$ 99,419
A,B,C	1300	Contingency			Professional Services	10% of total of items above	$ 1,698,680	$ -
						Professional Services Subtotal	$ 4,246,700	$ -
								$ 99,419

SERIES	PROJECT NUMBER	PARK	IN PARK LOCATION	PROJECT NAME	PROJECT GROUPING	DESCRIPTION	INITIAL ESTIMATED BUDGET	ACTUAL COSTS COMPLETED
Aa	800	Equipment	District	Kubota Mini Excavator	Equipment		$ 40,000	$ 41,241
Aa	801	Equipment	District	Kubota MX 49HP Diesel Tractor	Equipment		$ 47,100	$ 37,911
C	802	Equipment	District	van, 9-12 seats	Equipment	state law does not allow 15 passenger vans	$ 67,550	$ -
Ab	900	Signage	District	park •Park entrance	Signage		$ 120,000	$ -
								$ -
Aa	1000	reimbursables from Nov 2024			Reimbursement	List of items available	$ 176,200	$ -
Aa	1100	Retire debt		Energy efficiency loan balance	Debt Retire		$ 860,000	$ 865,950
A,B,C	1200	Other	District	Unexpected Opportunities	Other		$ 1,455,650	$ 229,331
						Equipment and Other Subtotal	$ 2,766,500	$ 1,174,433
						TOTAL	**$ 24,000,000**	**$ 2,163,213**

EXHIBIT B

MEASURE Q PROJECT PLAN 2025-2027

Spreadhseet continues on the following two pages

PROJECT NAME/ DESCRIPTION	NO.	LOCATION	APPROVED COST	ACTUAL COSTS	STATUS
Pump and Backflow	200	Bellview	$ 15,000	$ 39,943	Complete
Park Amenities benches, tables, water fountains	202	Bellview	$ 35,800	$ 7,242	In Progress
Bridge replacement	100	Bohemian	$ 175,000	$ 97,730	In Progress
Demolish 4-plex	101	Bohemian	$ 125,000		
Replace front doors	303	Cottage	$ 40,000		
Replace glass wall	304	Cottage	$ 45,000		
Repair outdoor restrooms	305	Cottage	$ 25,000		
Replace flooring	306	Cottage	$ 50,000		
Replace wall partitions	307	Cottage	$ 60,000		
Replace bridge by pool	308	Cottage	$ 250,000	$ 192,472	Completed
Park Amenities	309	Cottage	$ 60,600	$ 7,228	
Install parking lot lighting	310	Cottage	$ 150,000		
Replace youth playground and base	311	Cottage	$ 400,000		
Design work	312	Cottage	$ 300,000	$ 8,278	In Progress
Replace bridge	400	Creekside	$ 225,000		
Add park signage	401	Creekside	$ 25,000		
Install DG on path to park	402	Creekside	$ 100,000		
Add interpretive panels, trash cans, benches	403	Creekside	$ 30,000		
Survey	404	Creekside	$ -	$ 12,032	

PROJECT NAME/ DESCRIPTION	NO.	LOCATION	APPROVED COST	ACTUAL COSTS	STATUS
Park Amenities	500	Howe	$ 140,000	$ 7,228	
Dog park renovation	501	Howe	$ 125,000		
Replace youth playground and base	502	Howe	$ 400,000		
Replace district office roof	503	Howe	$ 148,000	$ 203,180	Completed
Add shade structures for Howe 1/ 2 picnic area	504	Howe	$ 100,000	$ 55,931	In Progress
Replace bridge, add ADA handrails all bridges	505	Howe	$ 250,000	$ 203,803	In Progress
Repurpose North Field for parking	506	Howe	$ 500,000		
New security system	507	Howe	$ 40,000	$ 3,793	In Progress
Replace bleachers for ballfields 1-2	509	Howe	$ 40,000		
Install solar lights in parking lots and picnic areas	510	Howe	$ 150,000		
Replace tennis courts with volleyball/pickleball courts	511	Howe	$ 45,000	$ 518,000	In Progress
Fence sand volleyball court	512	Howe	$ 40,000		
Replace entrance doors/ADA	513	Howe	$ 22,000	$ 514	In Progress
Pond repair Moved up from 2029	514	Howe	$ 350,000	$ 127,965	In Progress
Floor in Admin office	517	Howe	$ 25,000	$ 48,192	Completed
Stream Video Added	521	Howe	$ -	$ 76,499	Completed
Paint inside/outside CC Added	523	Howe	$ -	$ 68,538	Completed
Lights around outside ceiling Added	524	Howe	$ -	$ 29,689	Completed
Sewer Line Added	525	Howe	$ -	$ 51,387	Completed
Server Added	526	Howe	$ -	$ 9,093	Completed
Install gazebo	600	Santa Anita	$ 25,000	$ 18,907	Completed
Replace benches, tables, trash cans, water fountains	601	Santa Anita	$ 35,800	$ 7,239	
Install New Disc Golf Tees	602	Santa Anita	$ 5,000		
Replace bridge	603	Santa Anita	$ 175,000	$ 176,850	In Progress

PROJECT NAME/ DESCRIPTION	NO.	LOCATION	APPROVED COST	ACTUAL COSTS	STATUS
Replace splashpad pumproom, replace restroom	700	Seely	$ 620,000		
Correct park drainage	701	Seely	$ 100,000		
Replace benches, tables, trash cans, water fountains	702	Seely	$ 55,600	$ 7,239	
Replace basketball court	703	Seely	$ 125,000		
			$ 5,627,800	$ 1,978,972	

SERVICES: PROJECT NAME	NO.	LOCATION	APPROVED COST	ACTUAL COSTS	STATUS
Professional Services	1300	All Parks	$ 402,345	$ 99,419	In Progress
Contingency	1300	All Parks	$ 536,780	$ -	
			$ 939,125	$ 99,419	

OTHER: PROJECT NAME	NO.	LOCATION	APPROVED COST	ACTUAL COSTS	STATUS
Kubota Mini Excavator	800	Equipment	$ 40,000	$ 41,241	Completed
Kubota MX 49HP Diesel Tractor	801	Equipment	$ 47,100	$ 37,911	Completed
Van	802	Equipment	$ 67,550	$ -	
Signage	900	Signage	$ 120,000	$ -	
Reimbursables	1000	reimbursables from Nov 2024	$ 176,200	$ 135,024	Completed
Energy efficiency loan payoff	1100	Retire debt	$ 860,000	$ 865,950	Completed
Unexpected Opportunities	1200	Other	$ 449,775	$ 94,309	In Progress
			$ 1,760,625	$ 1,174,435	
			$ 8,327,550	**$ 3,252,826**	

NOTES: 521, 523, 524 ,525, 526 were added. 514 moved from 2029. 511 increased almost $470,000.

EXHIBIT C

REQUESTED CHANGES TO ORIGINAL APPROVED LIST

Remove, Modifiy, Add Lists on following three pages

SAVINGS

Removed	$ 2,137,550
Changed	$ 1,663,410
Total Revisions with Savings	$ 3,800,960

ADDITIONS

Total Revisions as Additions	$ 3,590,000

RECOMMEND REMOVING FROM THE ORIGINAL APPROVED LIST

PROJECT NAME/ DESCRIPTION	NO.	LOCATION	APPROVED COST	COSTS COMPLETED	SAVINGS
Install permanent fence around ballfield	0	Babcock	$ 45,000		$ 45,000
Add gate w/rolling gate	201	Bellview	$ 100,000		$ 100,000
Install restroom	205	Bellview	$ 200,000		$ 200,000
Replace Existing Glass Wall	304	Cottage	$ 45,000		$ 45,000
Repair community center outdoor beams	316	Cottage	$ 45,000		$ 45,000
Construct a Skate Park	320	Cottage	$ 500,000		$ 500,000
Add outdoor restroom and storage	321	Cottage	$ 350,000		$ 350,000
Repair futsal and basketball courts	508	Howe	$ 375,000		$ 375,000
Enclose Softball Fields with fencing	516	Howe	$ 150,000		$ 150,000
Rehab front counter and office space	519	Howe	$ 50,000		$ 50,000
Build Amphitheater	520	Howe	$ 210,000		$ 210,000
van, 9-12 seats	802	Equipment	$ 67,550		$ 67,550
					$ 2,137,550

RECOMMEND MODIFYING FROM THE ORIGINAL APPROVED LIST

PROJECT NAME/ DESCRIPTION	NO.	LOCATION	APPROVED COST	PRPOSED COST	SAVINGS
Replace bridge behind pool	308	Cottage	$ 250,000	$ 193,000	$ 57,000
Replace tot lot playground	319	Cottage	$ 50,000	$ 15,000	$ 35,000
Repurpose North Field for parking	506	Howe	$ 500,000	$ 250,000	$ 250,000
Professional Services	1300	All Parks	$ 2,548,929	$ 1,950,799	$ 598,130
Professional Services	1300	All Parks	$ 1,698,680	$ 975,400	$ 723,280
			$ 5,047,609	$ 3,384,199	$ 1,663,410

Removed	$ 2,137,550
Changed	$ 1,663,410
Total Revisions with Savings	$ 3,800,960

RECOMMEND ADDING TO THE ORIGINAL APPROVED LIST

PROJECT NAME/ DESCRIPTION	NO.	LOCATION	APPROVED COST	PROPOSED COST	CHANGE
Cottage Pool Rehabilitation	314	Cottage	$ 6,200,000	$ 9,200,000	$ 3,000,000
Cottage Community Center Upgrades	n/a	Cottage	$ -	$ 250,000	$ 250,000
Electronic Upgrades	n/a	Howe - 11 on ballot measure list	$ -	$ 40,000	$ 40,000
Kitchen to Compliance	n/a	Howe - 11 on ballot measure list	$ -	$ 50,000	$ 50,000
Irrigation Audit and Replacement	n/a	20g on ballot measure list	$ -	$ 250,000	$ 250,000
Total Revisions as Additions			$ 6,200,000	$ 9,790,000	$ 3,590,000

EXHIBIT D

REIMBURSMENTS THROUGH JUNE 30, 2026

Backup provided in the following spreadsheets one through five

Reimbursement Request	Reporting Period	Amount
Request No. 1	November 2024 – August 2025	$197,259.40
Request No. 2	August – October 2025	$1,088,596.49
Request No. 3	November 2025 – January 2026	$227,510.99
Request No. 4	February – May 2026	$385,473.11
Request No. 5	June 1- June 30 2026	$264,369.03
Total Measure Q Claims Used	Through June 30, 2026	$2,163,209.02

FULTON-EL CAMINO RECREATION AND PARK DISTRICT
Measure Q Claims Paid - Reimbursement Request No. 1
November 2024 thru August 2025

Fund	PROJECT NUMBER	BOND NO.	Code Title and Vendor	Description	Amount
342A	1200	5	Herc Rentals Inc.	Generator, Extension Cord, Spider Box for Howe Park	393.70
342A	1200	10	Herc Rentals Inc.	Welder for Bellview & A/C Fence	285.75
342A	1200	16	Herc Rentals Inc.	Trencher for Baseball Fields	708.91
342A	1200	14	Home Depot	Vacuum and Auger for splashpad drain clearing	291.93
342A	1200	1	Ihdes Construction	Security door install-Edison 2-plex	1,100.00
342A	1200	16	Beacon Athletics	Steel mat drag, streamliner 354 line Chalker, Cord string winder	1,622.69
342A	1200	20g	Walts Backflow	Backflow Repair	677.92
342A	1200	11	JMZ Steel	FENCE PANELS FOR A/C UNIT	1,705.74
342A	1200	5	Grainger	Cottage restroom water heater	322.34
342A	1200	20k	Home Depot	Safety&repair supplies for Bellview gate	251.40
342A	1200	20g	Amazon	Double check backflow for howe RR	257.10
342A	1200	10	Maverick Electrical	Shop lighting repair & installation	2,846.00
342A	1200	10	VSP Wireless	Light control service	741.60
				Total Fund 342A - Measure Q Claims for Reimbursement	**11,205.08**

Fund			Code Title and Vendor	Description	Amount
396A	1200	8	Air Quality Management District	Boiler for Cottage Pool.	1,035.42
396A	1200	5	Goga Construction	2332 Edison Kitchen Sink, Bathroom Shower Service	2,500.00
396A	1200	16	Herc Rentals Inc.	Tractor, Trailer Tilt for Field Renovation	937.93
396A	1200	16	Herc Rentals Inc.	Lift to Repair Seely Basketball Hoop	358.25
396A	1200	1	Herc Rentals Inc.	Boom Straight Lift - Howe Park Tree Work.	861.50
396A	1200	8	Kendrick Boiler Works	Calibration, Testing Reporting on Pool Heater	575.00
396A	1200	8	Kendrick Boiler Works	2025 Pool Heater Calibration, Testing, Reporting to SM AQMD	575.00
396A	1200	3	PlayPower LT Farmington	Tire Swing ASSY KB W/Metric - Bellview Park	1,873.80
396A	1200	3	PlayPower LT Farmington	Howe Park Tot Seat, Belt Seat, Thumb Drive	3,110.35
396A	1200	3	PlayPower Lt.	Cottage Park Swing Assembly Parts	4,906.93
396A	1200	7	Saenz Landscape Construction	Water Fountain Repairs - Seely Park	1,380.00
396A	1200	19b	Signs Now	No parking and no camping signs	344.76
396A	1200	20g	Walt's Backflow	Seely Parks Backflow repair Permit	850.24
369A	1200	8	Promag Environment Systems	LMI Metering Pump for Cottage Pool	1,292.72
396A	1200	16	Valley Forklift	Tractor field diagnosis	257.28
396A	1200	20b	Armstrong Plumbing	Water main repair for Edison 2332	654.17
396A	1200	8	SCP	D8 Concord - Hyperpole for Cottage Pool	653.01
396A	1200	5	Ace Plumbing	repair to the gas line at 2328 Edison Ave	372.25
				Total Fund 396A - Measure Q Claims for Reimbursement	**22,538.61**

Fund			Code Title and Vendor	Description	Amount
396B	1200	20a	ABM Building Solutions Sacramento	Repair To AHU Thermostat Issues	560.00
396B	1200	20a	ABM Building Solutions Sacramento	Install Secondary Float Switch	560.00
396B	1200	20g	Emerald Green Landscape Services	Install Coupler, Gate Valve, Box for Softball Field	2,020.00
396B	200	21b	FECRPD - Revolving Fund	Backflow Replacement - Bellview Park	11,662.68
396B	504	2	KYA Services	Howe Park Solar Structures	55,931.20
396B	600	2	Park Planet	Engineering for Santa Anita Park Shelter	1,467.00
396B	200	21b	Maverick Electric	Bellview Park relocation of electrical panel and all circuits	9,000.00
396B	1200	19a	Home Depot	New Maint. Vehicle Toolbox	531.79
396B	200	21b	Maverick Electric	Bellview Park relocation of electrical panels. Total cost $29,280.	19,280.00
396B	1200	3	Home Depot	Howe playground chains	268.20
				Total Fund 396B - Measure Q Claims for Reimbursement	**101,280.87**

Summary of Measure Q Costs for Reimbursement	
Total Fund 396B - Measure Q Claims for Reimbursement	**101,280.87**
Total Fund 396A - Measure Q Claims for Reimbursement	**22,538.61**
Total Fund 342A - Measure Q Claims for Reimbursement	**11,205.08**
Umpqua Semi-Annual Debt Service - Measure Q Reimb.	**44,794.75**
Santa Anita Shade Structure - Measure Q Reimb.	**17,440.09**
Total Charges over $250 for Capital and Measure Q related	**197,259.40**

FULTON-EL CAMINO RECREATION AND PARK DISTRICT
Measure Q Claims Paid - Reimbursement Request No. 2
August thru October 2025

Fund	PROJECT NUMBER	BOND NO.	Code Title and Vendor	Description	Amount
342A	1200	20c	Industrial Door Company	Howe Park Closet Doors Repairs	$915.00
342A	1200	16	Allsport America Inc	Howe Park Basketball Hoop & Backboard	2,757.03
342A	1200	5	Roto-Rooter	Howe Park CC Clear Main line hydro jetting and camera inspection	2,650.70
				Total Fund 342A - Measure Q Claims for Reimbursement	**$6,322.73**

Fund			Code Title and Vendor	Description	Amount
396A	1200	16	Herc Rentals Inc.	Roller Ride-On, Trailer Tilt for Basketball Hoop Repairs	403.87
396A	1200	15	Herc Rentals Inc.	Skidsteer Loader, Trailer Tilt for Aquatic Parking Lot	407.27
396A	503	5	Integrity Roofing	Howe Main Office Roof Replacement	69,300.00
396A	503	5	Integrity Roofing	Howe Main Office Roof Replacement	67,440.00
396A	503	5	Integrity Roofing	Howe Main Office Roof Replacement	66,440.00
				Total Fund 396A - Measure Q Claims for Reimbursement	**$203,991.14**

Fund			Code Title and Vendor	Description	Amount
396B	312	8	Aquatic Design Group	Cottage Pool Assessment	$6,012.60
396B	312	8	Aquatic Design Group	Cottage Pool Assessment	1,515.08
396B	1200	8	O'Dell's Pump & Motor	Cottage Pool Install Back Wash Booster Pump & Valve	2,000.00
396B	1200	20g	Sprinkler Service and Supply	Sprinklers	6,179.25
396B	1200	1	Tailor Tree	Split tree removal in nature area	2,500.00
396B	505	13	Westcon Construction Corp	ADA Railings and Seal Bridge	20,790.71
369B	1300	19c	Melton Design Group	Measure Q Master Plan Designs	18,130.00
				Total Fund 396B - Measure Q Claims for Reimbursement	**$57,127.64**

Summary of Measure Q Costs for Reimbursement	
Measure Q Costs for Reimbursement - All Funds	**$267,441.51**
Umpqua Lease Payoff thru 11/30/2025	**821,154.98**
Total Charges over $250 for Capital and Measure Q related	**$1,088,596.49**

FULTON-EL CAMINO RECREATION AND PARK DISTRICT
Measure Q Claims Paid - Reimbursement Request No. 3
November 2025 thru January 2026

Fund	PROJECT NUMBER	BOND NO.	Code Title and Vendor	Description	Amount
342D	1200	20g	Sprinkler Supply	Sprinkler purchase for Bond Improvement	1,201.91
342D	1200	20a	ABM Building Solutions Sacramento	Howe Park CC HVAC Leak Service	4,382.00
342D	1200	20a	ABM Building Solutions Sacramento	Howe Park CC Refrigerant due to Roof Leak	2,517.00
342D	1200	20a	ABM Building Solutions Sacramento	Howe Park CC Troubleshoot Down Main Office Hallway Heater	615.00
342D	523	20i	Applied Finishes, Inc.	Howe Park CC Contractor 1st Payment - Painting Howe Building	54,312.92
342D	1200	5	Bullseye Leak Detection	Edison Irrigation Main Repair	2,375.00
342D	1200	19a	Cava's Aamco Citrus Heights	Chevy Taho Transmission Repair	7,926.50
342D	1200	1	Herc Rentals Inc.	Purchased Concrete Barriers for Edison	3,174.14
342D	1300	19c	Intelligent Technical Solutions (ITS)	Server	9,092.88
342D	202	7	Pro Drinking Fountains	All Parks Drinking Fountains	35,475.95
342D	800	19a	Sacramento For Tractor	Kubota Excavator	41,241.10
342D	801	19a	Sacramento For Tractor	Kubota Tractor	37,910.65
342D	1200	21b	Saenz Landscape Construction	Bellview Irrigation Repairs, Troubleshooting	13,486.94
342D	1200	21b	Saenz Landscape Construction	Bellview Booster Pump Service Call	6,010.00
342D	1200	19b	Spotlight Solar	Howe Park Solar Shelters Replacement Side Signs	700.00
342D	1200	1	Tailored Tree	Cottage Walking Path Tree Services	1,675.00
342D	1200	1	Tailored Tree	Howe Park Tree Services	1,850.00
342D	1200	1	Tailored Tree	Howe/Santa Anita/Cottage Tree Services	3,050.00
342D	513	13	Sac Garage Door	Howe Park Repair and install handicap access.	514.00
				Total Fund 342D - Measure Q Claims for Reimbursement	**$227,510.99**

Recap of Total Measure Q Claims Used	
Reimbursement Request No. 3 - per above o/s	**$227,510.99**
Reimbursement Request No. 2 - Received	**1,088,596.49**
Reimbursement Request No. 1 - Received	**197,259.40**
Total Measure Q Claims - Used	**$1,513,366.88**

FULTON-EL CAMINO RECREATION AND PARK DISTRICT
Measure Q Claims Paid - Reimbursement Request No. 4 - Draft
Claims Paid in February 2026 thru May 2026

Fund	PROJECT NUMBER	BOND NO.	Code Title and Vendor	Description	Amount
342D	1300	19c	Melton Design Group	October 2025 Measure Q Park Upgrade Master Plan	25,250.00
342D	1300	19c	Melton Design Group	November 2025 Measure Q Park Upgrade Master Plan	26,225.24
342D	1200	21b	Tailored Tree	Seely Park	1,995.00
342D	525	2	Trenchless Company	Howe Building Pipe Lining	39,344.31
342D	523	20i	Applied Finishes, Inc.	Howe Park CC - Contractor - Painting Building	14,224.83
342D	404	21d	CNA Engineering Inc.	Creekside Boundary Analysis	12,031.63
342D	1200	1	Goga Construction	Cottage Center Water Damage Repair	9,100.00
342D	1200	19c	ICS	Strategic Communications	5,000.00
342D	1200	3	PlayPower LT Farmington, Inc.	Seely Park Slide Elbow	1,237.20
342D	1200	3	PlayPower LT Farmington, Inc.	Seely Park Rotomolded Snail Body, Footrest Weldment	1,574.41
342D	1200	21b	Tailored Tree	Howe Park Demolition Services	5,670.00
342D	1200	21b	Tailored Tree	Cottage Park Pool Services at 3097 Cottage Pool	4,850.00
342D	1200	8	Bullseye Leak Detection	Cottage Pool Plumbing Repair	3,360.00
342D	1200	8	Bullseye Leak Detection	Cottage Pool Testing	3,650.00
342D	1200	1	Goga Construction	Cottage Center Water Damage Repair	1,000.00
342D	1200	1	Herc Rentals Inc.	Howe Park Light Tower LED Solar Trailer	842.03
342D	1200	1	Herc Rentals Inc.	Howe Park Light Tower LED Solar Trailer 3/19/26	1,575.36
342D	1200	1	Herc Rentals Inc.	Howe Park Light Tower LED Solar Trailer 3/27/26	1,575.36
342D	1200	21b	Tailored Tree	Seely Park Emergency Removal Elm Tree	1,850.00
342D	1200	20i	Sherwin Williams	Cottage Pool - PAINT FOR POOL HANDRAILS	345.34
342D	1200	19b	Home Depot	Howe Park SUPPLIES FOR "QUIET" SIGNS NORTH PARKING LOT	387.91
342D	1200	19b	Home Depot	Howe Park SUPPLIES TO SECURE SOLAR LIGHTS NORTH PARK	320.79
342D	524	10	Contractors Electric	Howe Park Outside lights for Admin. Bldg.	20,378.66
342D	1200	5	Bullseye Leak Detection	Cottage Park Plumbing Repair 3097 Cottage	17,218.00
342D	521	11	Granicus LLC	Howe Park CC Board Mtg - Brown Act Video Equipment	72,327.18
342D	1200	1	Herc Rentals Inc.	Howe Park Light Tower LED Solar Trailer 4/18/26	1,575.36
342D	1200	1	Herc Rentals Inc.	Howe Park Light Tower LED Solar Trailer 4/26/26	1,575.36
342D	517	20i	KYA Services	Howe Park CC Flooring Replacement	48,191.71
342D	524	10	Maximum Electric	Howe Park CC building Lighting Upgrade	9,310.00
				Total Measure Q Claims Paid from Fund 342D	**331,985.68**
342A	521	11	BKS Law Firm	Apr. Services - Granicus Agreement, Van MOU	4,171.84
342A	525	5	US BANK	Howe Park CC RotoRooter-Plumbing hydrojet	2,200.00
342A	1200	20g	Ewing Irrigation Products Inc.	Valve, Adapter	229.38
342A	507	19c	Telelink Business Telephone	Site Visit Programing Installed Software	1,530.73
342A	1200	20j	McClellan Park/MP Holdings LLC	Police Facility Rehabilitation	1,804.26
				Total Measure Q Claims Paid from Fund 342A - Transferred to Fund 342D	**9,936.21**

Fund			Code Title and Vendor	Description	Amount
396A	1300	1	Herc Rentals Inc.	Edison Concrete Barriers	504.60
396A	1300	1	Herc Rentals Inc.	Edison Concrete K-Rail Barriers	504.60
396A	1200	19b	Smart Sign Clover	Howe Park Signs for Parking Lot	73.59
396A	1200	19b	Smart Sign Clover	Howe Park Signs for Parking Lot	411.57
396A	1200	8	Grainger	Cottage Pool Pump	707.79
396A	1200	20g	Sprinkler Service and Supply Inc.	Hunter Roam Kit	275.33
396A	1200	20g	Sprinkler Service and Supply Inc.	Sprinklers	1,471.51
396A	1200	20j	Sac Junk Hauler	Howe Park - REMOVE JUNK FROM MAINTENANCE YARD	1,179.00
396A	1200	8	US BANK	Cottage Pool Bullseye Leak Detection	1,850.00
396A	1300	1	Herc Rentals Inc.	Edison Concrete Barriers	504.60
396A	1200	19a	Herc Rentals Inc.	Mini Excavator, Backhoe Bucket Trench, Trailer Tilt	2,770.62
396A	1300	1	Herc Rentals Inc.	Edison Concrete Barriers	504.60
396A	1200	20b	Bullseye Leak Detection	Edison 2328 - Broken Water Line	395.00
396A	1200	20b	Bullseye Leak Detection	Edison 2328 - Irrigation Main Line Repair	2,375.00
396A	1300	1	Herc Rentals Inc.	Edison Concrete Barriers - Oct	504.60
396A	1300	1	Herc Rentals Inc.	Edison Concrete Barriers	504.60
396A	1200	20g	Walt's Backflow	Backflow Permit & Inspection	172.00
396A	1200	19c	Dept. of Revenue Recovery	Edison Code Enforcement	2,978.85
396A	1200	8	Kendrick Boiler Works, Inc	Cottage Pool Service Laars Pool Boiler	577.50
396A	1200	1	J and Ja Locksmith	Cottage Pool Replace D-Blots and other locks	1,151.48
					19,416.84

Fund			Code Title and Vendor	Description	Amount
396B	1200	1	Emerald Green Landscape Serv.	Santa Anita Cut/Haul Volunteer Trees Area	1,375.00
396B	1200	1	Rescue One Training	Replacement AED case for one damaged by attempted burning of it	1,195.00
396B	1200	19b	US BANK	Howe Park No noise signs	309.49
396B	1200	19b	US BANK	Signs Now - All parks signage for Measure Q	1,587.75
396B	1200	1	Saenz Landscape Construction	Howe Park TEH Water Vandalism Service	487.00
396B	1200	1	Imperial Sprinkler	VALVE BOX COVER	44.81
396B	1200	2	Hall Plumbing	Howe Park CC Camera to detect issues with sewer line	325.00
396B	1200	19a	Allied Trailer Supply	REC trailer repair	346.23
396B	1200	19a	Harbor freight	Hooks & lights for REC trailer	67.11
396B	1200	1	Tailored Tree	Dead wood remove &, trim two Oak Trees for Safety & Security.	1,785.00
396B	1200	1	Tailored Tree	Bohemian Emergency Removal of Down Limb Over Walkway	1,950.00
396B	312	8	Aquatic Design Group	Cottage Pool Assessment	750.00
396B	505	13	Westcon Construction Corp	Howe Park Install Railings, West, Middles Bridges	13,911.99
					24,134.38

Summary of Measure Q Costs for Reimbursement #4	
Total Fund 342D - Measure Q Claims for Reimbursement	331,985.68
Total Fund 342A - Measure Q Claims for Reimbursement	9,936.21
Total Fund 396A - Measure Q Claims for Reimbursement	19,416.84
Total Fund 396B - Measure Q Claims for Reimbursement	24,134.38
Total Charges over $250 for Capital and Measure Q related	385,473.11

FULTON-EL CAMINO RECREATION AND PARK DISTRICT
Measure Q Claims Paid - Reimbursement Request No. 5
June 1- June 30 2026

Fund	PROJECT NUMBER	BOND NO.	Code Title and Vendor	Description	Amount
342D	202	7	Home Depot	All Parks hammer drill for drinking fountains & bollards	645.42
342D	202	7	Home Depot	All Parks Hammer drill attachments	88.80
342D	1200	8	Aquafinity	Cottage Pool POOL DRAIN COVERS AND CHEMICAL TUBING	649.67
342D	1200	8	Aquafinity	Cottage Pool-POOLL DRAIN COVERS AND CHEMICAL TUBING	636.79
342D	1200	1	Emerald Green Landscape Ser.	Edison Weed Abatement	6,875.00
342D	1200	8	Heritage Pool Supply Group	Cottage Pool Drain Covers, Chemical Tubing	3,779.78
342D	1200	8	Heritage Pool Supply Group	Cottage Pool Chemical Feed Pump, Controller Configuration	5,238.54
342D	1200	18	ICS	Strategic Communications - Logo	1,500.00
342D	1200	8	Magna Kote Electrostatic Painting Inc.	Cottage Pool Electrostatic Painting	5,450.00
342D	1300	19c	Melton Design Group (MDG)	All Parks - Park Upgrade	26,785.50
342D	525	5	Trenchless Company	Howe Building Sewer Repair	9,842.61
342D	308	15	Westcon Construction Corp	Cottage Park Bridge Repair	192,472.00
342D	1200	19b	Signs Now	Howe Park Safe Play Park signs	234.18
342D	1200	19b	Signs Now	Howe Park Safe Play Park signs	216.85
342D	1200	19b	Home Depot	Howe Park Safeplay playground sign poles	86.14
342D	1200	21b	Keller Supply Co.	TECHNICIAN PERFORMED SERVICE ON MULTI-PORT VALVE	1,517.31
342D	526	20f	ITS	Howe Park CC Replace Network Switch related to new Server	2,261.51
342D	1200	1	Cascade Rock	Howe Park - Granite Boulder Delivery and Placement for North Parking	931.55
342D	1200	1	Metro Fire & Security	Knox Locks for Parking Lots, Bellview, Cottage, Howe, Seely	1,072.08
342D	1200	19b	JMZ Steel	Howe Park- SAFEPLAY PLAYGROUND Sign Supports	141.35
342D	1200	2	Grainger	Howe Park Faucet upgrade in women's Bathroom	1,381.28
342D	1200	8	Aquafinity	Cottage Pool CHEMICAL CONTROLLER FOR POOL	1,762.61
342D	1200	8	Aquafinity	Cottage Pool ACID PUMP AND HOSES FOR POOL	800.06
				Total Fund 342D - Measure Q Claims for Reimbursement No. 5	**$264,369.03**

Recap of Total Measure Q Claims Used	
Reimbursement Request No. 5 - per above o/s	**$264,369.03**
Reimbursement Request No. 4 - Received	**385,473.11**
Reimbursement Request No. 3 - Received	**$227,510.99**
Reimbursement Request No. 2 - Received	**1,088,596.49**
Reimbursement Request No. 1 - Received	**197,259.40**
Total Measure Q Claims - Used	**$2,163,209.02**

Exhibit E

MEASURE Q

ALLOWABLE EXPENDITURES

1. Make safety and security improvements, including lighting, cameras and fencing
2. Renovate and upgrade old restrooms at parks and facilities Replace or provide shade structures in the parks
3. Upgrade playgrounds and play equipment throughout the District
4. Construct new restrooms at parks and facilities
5. Upgrade aging and inadequate infrastructure including electrical, plumbing, sewer systems, and roofs
6. Improve energy efficiency and water conservation and deliver throughout the district
7. Improve park amenities, including installing picnic tables, shade structures, trash receptacles and benches
8. Renovate the community pool, which was first built in the 1960's
9. Purchase and develop a new park in the District to include playgrounds, shade structures, and picnic areas
10. Make safety and security improvements including security lighting and fencing at parks
11. Renovate, expand, modernize existing community centers and construct a new community center
12. Construct a skate park
13. Make American with Disabilities Act handicap accessibility improvements at parks and facilities
14. Repair, replace and/or upgrade paved surfaces, turf, and other grounds to eliminate safety hazards
15. Expand, renovate, resurface, or replace parking lots, including walkways/pathways
16. Upgrade, improve, and renovate sport courts, athletic facilities, and play fields, including installing exercise stations
17. Construct an outdoor performing arts venue at Howe Park

18. The listed projects will be completed as needed.
    a. Each project is assumed to include its share of architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency for unforeseen design and construction costs.

19. In addition to the listed projects stated above, the list also includes
    a. the acquisition of a variety of maintenance and operational equipment, including the reduction or retirement of interim funding incurred to advance fund projects from the list
    b. installation of signage and fencing
    c. payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary relocation of dislocated District activities caused by construction projects.

20. In addition to the projects listed above, the repair and renovation of each of the existing facilities may include, but not be limited to, some or all of the following:
    a. repair and replacement of heating and ventilation systems
    b. upgrade of facilities for energy efficiencies
    c. windows, walls, doors and drinking fountains
    d. installation of wiring and electrical systems
    e. upgrades or construction of support facilities, including administrative and maintenance yards
    f. repair and replacement of fire alarms, emergency communications and security systems
    g. resurfacing or replacing of hard courts, turf and irrigation systems and landscaping and play fields
    h. expand parking
    i. install interior and exterior painting and floor covering
    j. demolition and construction of various forms of storage and support spaces, upgrade bleachers, kitchens, repair, upgrade and install interior and exterior lighting systems
    k. replace outdated security fences and security systems.

21. The budget for each project is an estimate and may be affected by factors beyond the District's control.

    The final cost of each project will be determined as plans and construction documents are finalized, construction bids are received, construction contracts are awarded and projects are completed.

    Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed.

    Necessary site preparation/restoration may occur in connection with new construction, including:

a. ingress, egress, curb, gutter and sidewalk if required
b. removing, replacing, or installing irrigation, utility lines, trees and landscaping
c. relocating fire access roads
d. acquiring any necessary easements, licenses, or rights of way to the property.
e. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to bond projects and the costs of issuing the bonds.

Bond proceeds shall only be expended for the specific purposes identified herein.

FULTON-EL CAMINO RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS MEETING
October 15, 2026

Item No. 6.2
Approve the Contract with Westcon Construction for the Howe Park Bridge 3 Replacement Project

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STAFF REPORT

TO: Board of Directors
FROM: Emily Ballus, General Manager
SUBJECT: Approve the Contract with Westcon Construction for the Howe Park Bridge 3 Replacement Project
DATE: October 15, 2026

RECOMMENDATION

Staff recommends that the Board:

1. Approve the award of the Howe Park Bridge 3 Replacement Project contract to Westcon Construction Corp. in the amount of **$196,350**, in accordance with the approved plans and specifications; and
2. Authorize execution of the contract upon receipt and approval of all required contract documents.

BACKGROUND

The Fulton-El Camino Recreation and Park District has identified bridge replacement as a priority infrastructure need at Howe Park. Through Measure Q, approved by voters in November 2024, funding is available to address these infrastructure needs.

The proposed project will replace Howe Park Bridge 3, the third and final bridge to be replaced at Howe Park. Completion of this project will conclude the District's planned bridge replacement work at the park.

Westcon Construction Corp. has previously completed bridge replacement projects for the District, including one bridge at Santa Anita Park, two bridges at Howe Park, and two bridges at Cottage Park. The contractor's prior experience with similar projects provides familiarity with the District's facilities, project requirements, and construction standards.

The District received one bid for the bridge project.

DISCUSSION

The proposed project will replace Howe Park Bridge 3 in accordance with the approved plans and specifications of the previous two bridges. The recommended contract amount for the bridge replacement work is $196,350.

Staff anticipates that construction will commence in November 2026, subject to completion of the required pre-construction documentation and scheduling.

FISCAL IMPACT
The project will be funded through Measure Q bond proceeds. The proposed contract amount for the Howe Park Bridge 3 Replacement Project is $196,350.

RECOMMENDED ACTION
Staff recommends that the Board approve the award of the Howe Park Bridge 3 Replacement Project contract to Westcon Construction Corp. in the amount of $196,350.

ATTACHMENTS
1. Project Proposal from Westcon Construction Corp.

LLLFULTON-EL CAMINO RECREATION AND PARK DISTRICT
SHORT FORM PUBLIC WORKS CONSTRUCTION CONTRACT

Name of Project	Howe Park Bridge Replacement
Contractor Name, Address and Capacity (e.g., corporation, partnership)	Westcon Construction Corp, 275 Taylor Road, Newcastle, CA 95658
List and Title of Contract Exhibits	Exhibit A
Type of Required California Contractor's License Classification	General Engineering Contractor Weston Contractor No. 1000005446
Total Contract Price	$196,350
Daily Liquidated Damages Amount (insert zero if none)	$0
District Representative Name, Title, and Address	Emily Ballus, General Manager, 2201 Cottage Way, Sacramento, CA 95825
Date of Contract	tbd

This contract is made by and between Fulton-El Camino Recreation and Park District and the Contractor named above, who agree as follows:

1. Scope of Work. This Public Works Construction Contract, the Contract exhibit(s) listed above, approved Change Orders, and, if applicable, the notice inviting bids, addenda, Contractor's bid and bid forms constitute the "Contract" between the parties. For purposes of this Contract, the "Work" shall mean the scope of work as described in the exhibit(s).

2. Time of Completion. The Work shall be completed by the deadline stated in the exhibit(s) or, if no deadline is stated in the exhibit(s), Contractor shall perform the Work diligently and as expeditiously as possible consistent with good and safe construction practices and the orderly progress of the Work. The parties agree that time is of the essence for the performance of this Contract.

3. Contractor's Performance. Contractor shall construct, install, perform and do the Work, and shall furnish, provide and pay for all labor, equipment, materials, tools, supplies, transportation, ~~permits~~, sales and taxes, and shop drawings necessary or appropriate to complete the Work. Contractor shall perform in the Work in a good and workmanlike manner, and such Work shall be done to the approval and satisfaction of District.

4. Contract Price and Payments.

(a) If Contractor performs the Work in accordance with this Contract and to the satisfaction of District, District shall pay Contractor in the amount and manner as set forth in the exhibit(s); however, the total Contract price shall not exceed the sum stated above, unless otherwise agreed to in writing by District. No payment, including all progress payments and the final payment, shall be made to Contractor in excess of 95% of the percentage of Work actually completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, District. The five percent not paid shall be withheld by District until final completion and acceptance of the Work. However, in lieu of withholding of money, and in accordance with the provisions of California Public Contract Code section 22300, Contractor may substitute securities to ensure performance under the Contract.

(b) If payment is to be made by progress payments, then, in accordance with California Public Contract Code section 20104.50, a written payment request from Contractor shall be reviewed by District as soon as practicable in order to determine whether it is proper. If District determines it not to be a proper payment request suitable for payment, then District shall return it to Contractor with a written explanation of the deficiencies as soon as practicable, but not later than seven days after receipt of the payment request. If District determines the payment request to be properly submitted and undisputed, the District shall make the payment to Contractor within 30 days after receipt of the payment request. If District does not pay a properly submitted and undisputed payment request within this 30-day period, then District shall pay interest on the overdue amount to Contractor at the legal rate set forth at California Code of Civil Procedure section 685.010.

(c) No progress or final payment shall be considered or construed to be an approval or acceptance of any Work, materials or equipment, or a waiver of any breach or default. Estimated amounts and values of Work done and materials and equipment incorporated into the Work will be conformed with actual amounts and values as they become available in subsequent progress payments and the final payment. All payments will be subject to correction in subsequent progress payments and the final payment.

5. Compliance with Laws. Contractor shall give all notices and comply with all federal, state and local laws, statutes, regulations and ordinances applicable to the performance of the Work. Contractor is responsible for the safety of its workers and Contractor shall comply with, and require its workers to comply with, all applicable federal and state worker and job site safety-related laws and regulations, including, but not limited to, applicable federal Department of Labor, Occupational Safety and Health Administration ("OSHA") regulations and California Department of Industrial Relations (including the Division of Occupational Safety and Health and Occupational Safety and Health Standards Board ("Cal/OSHA")) regulations and safety orders. Contractor shall promptly notify District's Representative in writing of any specification at variance therewith and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to District's Representative, it shall bear all costs arising therefrom.

6. Permits and Licenses. Licenses, and easements necessary for the performance of the Work shall be obtained and paid for by Contractor, unless otherwise provided in the exhibit(s). Contractor must hold the current and valid type of California contractor's license classification described above for the duration of the Work.

7. Certificates of Reported Compliance. This Contract is subject to the California Air Resources Board Off-Road Diesel Regulation (Title 13 CCR § 2449). In order to be eligible to perform the Work under this Contract, Contractor must submit to District copies of valid Certificates of Reported Compliance, as described in section 2449(n), for the fleet selected to perform work under this Contract. If applicable, subcontractors must submit copies of valid Certificates of Reported Compliance, as well. If Contractor does not provide said Certificates, Contractor may not perform work under this Contract.

The California Air Resources Board Off-Road Diesel Regulation applies to all self-propelled offroad diesel vehicles with 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers). This includes vehicles that are rented or leased (rental or leased fleets)

8. Bonds.

Intentionally Omitted – No Bonds on this Project

9. Authority of District and District's Representative.

(a) The District's representative listed above is the representative of the District for purposes of this Contract and has full authority to interpret the Contract, to conduct the construction review and inspection of Contractor's performance, and to decide questions which arise during the course of the Work. His/her decisions on these matters shall be final and conclusive. District's Representative has the authority to reject all Work and materials which do not conform to the Contract, and has the authority to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the Contract. District's Representative's right and authority is limited to rejection of unsatisfactory Work or methods. District and the District's Representative do not bear any responsibility for Contractor's safety practices or procedures. Any order given by District's Representative, not otherwise required by the Contract to be in writing shall, on request of Contractor, be given or confirmed by District's Representative in writing. Whenever Work, methods of procedure, or any other matters are made subject to direction or approval of District, such direction or approval will be given by District's Representative.

(b) Except as provided elsewhere in the Contract, neither District nor District's Representative will be responsible for or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. Except as provided elsewhere in the Contract, neither District nor District's representative will be responsible for or have control or charge over the acts or omissions of Contractor, or any of their subcontractors, agents or employees, or any other persons performing any of the Work. Any general control of the Work exercised by District or its authorized representatives shall not make Contractor an agent of District, and the liability of Contractor for

all damages to persons and/or to public or private property arising from Contractor's execution of the Work shall not be lessened because of such general control.

10. Contractor's Understanding. Contractor acknowledges that it has, by careful investigation and inspection, satisfied itself as to the nature and location of the job site; the ground, character, quality and quantity of the materials and conditions to be encountered, including subsoil conditions, if applicable; the character and amount of labor, equipment, supplies and materials needed preliminary to and during the performance of the Work; and all other matters which can in any way affect the Work under this Contract. Contractor further acknowledges that neither District nor District's Representative have made any representations whatsoever concerning job site conditions, except for such representations that may have been made in writing in this Contract. District acknowledges that Contractor's inspections include areas of reasonable access only and do not include areas covered up or reasonably inaccessible, or any subsurface investigations, unless noted otherwise.

11. Subcontractors.

Intentionally Omitted – No Subcontractors on this Project

12. Changes in the Work. District may, at any time, by written change order make changes in the Work, or extend the time to complete the Work, as deemed necessary by District. If such changes cause an increase or decrease in Contractor's cost of, or time required for, performance of the Contract, there shall be an equitable adjustment in the Contract price. The price adjustment shall be determined by one of the following methods in the order of precedence listed:

(a) Based on the unit prices contained in section 4, if applicable.

(b) Mutually agreed-upon lump sum or unit price adjustment.

(c) Contractor's actual cost of labor (wages and benefits and 19% for labor burden), materials (actual purchase price, sales tax, freight & delivery) and equipment/tools (at actual or fair/prevailing rental rates) directly engaged in the performance of the extra work plus 15% mark-up for overhead and profit. For price adjustments under this section, Contractor shall provide to District an itemized breakdown of the quantities and prices used in the extra work, and it shall make available all source documents, including payroll records, invoices, purchase orders, contracts and lease agreements.

13. Guarantee.

(a) Contractor unconditionally guarantees all materials and workmanship furnished under this Contract, and agrees to replace at its sole cost and expense, and to the satisfaction of District, any and all materials which may be defective or improperly installed. Contractor shall repair or replace to the satisfaction of District any or all such Work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other Work which may be damaged or displaced in so doing. This guarantee shall remain in effect for one year from the date of District's acceptance of the Work. The District shall have the right to call for such inspection or inspections of the work before the end of the one-year guarantee period

and Contractor shall attend and participate in such inspection(s) upon request of District. This guarantee does not excuse Contractor for any other liability related to defective Work discovered after the guarantee period. Contractor shall transfer to District all manufacturer and supplier warranties relating to the Work, if any, upon completion of the Work and prior to final payment. Any products/completed operations insurance coverage shall be maintained after completion of the project for the full guarantee period.

(b) In the event of failure to comply with the above stated conditions within a reasonable time, District may have the defect repaired and made good at the expense of Contractor, which shall pay the costs and charges for such repair immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred by District in enforcing this guarantee

14. Suspension of Work. District may suspend the Work wholly or in part, for such period as District may deem necessary, due to unsuitable weather or to any other conditions District considers unfavorable for the suitable performance of the Work, including the improper performance of the Work by Contractor. Contractor shall immediately comply with such written order of District to suspend the Work wholly or in part and shall be paid for the Work performed to the date of suspension, except for improperly performed Work. The suspended Work shall be resumed only when ordered by District.

15. Termination.

(a) This Contract may be terminated with or without cause at any time by District by giving 10 days' advance written notice to Contractor. In the event of such termination, Contractor shall be compensated for actual Work performed to the date of termination as calculated by District based on the Contract price, plus 15% mark up, and payment provisions above.

(b) If District terminates the Contract because of Contractor's failure to do the Work with such diligence as will ensure the completion of the Work within the time specified in the Contract, then District may take over the Work and pursue the same to completion by using another contractor or any other method District deems expedient. In this event, District may also take possession and control of, and utilize in completing the Work, any and all materials, supplies, tools and equipment delivered to the site of the Work by Contractor or by its suppliers or subcontractors. The materials, supplies, tools and equipment remaining after completion of the Work shall be returned to Contractor.

16. Prevailing Wages. Contractor agrees to pay all workers employed on this Work not less than the general prevailing rate of per diem wages for Work of a similar character in the locality of District, and not less than the general rate of per diem wages for holiday and overtime work, as established pursuant to the California Labor Code (in particular sections 1770-1780) and applicable regulations and orders. A copy of the applicable prevailing rate of per diem wages is available to the contractor at the administrative offices of District. Contractor shall obtain and post a copy of such prevailing wage rates at the job site. Contractor shall also comply with the provisions of California Labor Code section 1775, including provisions which require Contractor to (a) forfeit as penalty to District not more than $200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable

prevailing wage rates for any work done under this Contract in violation of the provisions of the California Labor Code, and (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which said worker was paid less than the prevailing wage.

17. Labor Nondiscrimination. In accordance with California Labor Code section 1735, throughout the performance of the Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age (over 40), or sexual orientation (as those discrimination bases are defined in California Government Code sections 12926 and 12926.1) of such persons, except as provided in California Government Code section 12940. Any contractor violating this nondiscrimination provision shall be subject to penalties that may be imposed pursuant to Division 2, Part 7, Chapter 1 of the California Labor Code.

18. Eight-Hour Day Limitation.

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

(b) Except as provided above for overtime, Contractor shall forfeit as a penalty to District the sum of $25 for each worker employed in the execution of this Contract by it or by any subcontractor under it for each calendar day during which such worker is required or permitted to Work more than 8 hours in any one day and 40 hours in any one calendar week in violation of California Labor Code sections 1810 through 1815.

19. Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work, and shall make such payroll record available for inspection, in accordance with the requirements of California Labor Code section 1776. Contractor shall be responsible to ensure compliance with section 1776. Failure to comply with that section may result in the Labor Commissioner's assessment of a penalty of $100 per day per worker.

20. Employment of Apprentices. Contractor shall comply with, and take such actions as necessary to effectuate, the apprentice employment requirements as set forth at California Labor Code sections 1777.5, 1777.6 and 1777.7.

21. Character of Worker. If any employee of Contractor or any of its subcontractors shall be incompetent or act in a disorderly or improper manner, such employee or subcontractor shall be removed from the Work immediately, and such person or subcontractor shall not again be

employed on the Work. Such discharge shall not be the basis for any claim for compensation or damages against District, or any of its officers or agents.

22. Superintendence. Contractor shall designate in writing before starting Work an individual as authorized representative who shall have the authority to represent and act for Contractor. This authorized representative shall be present at the Work site at all times while Work is actually in progress. When Work is not in progress and during periods of Work suspension, arrangements acceptable to District's Representative shall be made for any emergency work that may be required.

23. Inspection and Testing of Work.

(a) Unless otherwise provided, all equipment, supplies, materials, and Work shall be subject to inspection and testing by District's Representative. District's Representative will observe the progress and quality of the Work and determine, in general, if the Work is proceeding in accordance with the Contract. District's Representative shall not be required to make comprehensive or continuous inspections to check the quality of the Work, and he or she shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. Observations, inspections or testing by District's Representative shall not relieve Contractor of its obligation to conduct comprehensive inspections of the Work and to furnish proper materials, labor, equipment and tools, and perform acceptable Work, and to provide adequate safety precautions, in conformity with the Contract.

(b) Contractor shall provide access to District's Representative and other agents of District, and agents of the federal, state, or local governments at all reasonable hours for inspection and testing to ascertain compliance with the Contract and applicable laws and regulations. Contractor shall cooperate in providing such access, and shall, upon request by District's Representative, promptly provide safe and convenient facilities, labor and materials reasonably needed by District's Representative for performing all inspection and tests.

(c) If, after any inspection or testing by District's Representative, District finds any of the Work to be unacceptable, defective or nonconforming, then Contractor at its sole cost and expense shall replace or repair the Work to the satisfaction of District's Representative. If any Work required to be tested or inspected was installed, covered, or buried without inspection or testing, then, upon request by District's Representative, Contractor shall at its sole cost and expense remove or uncover the Work such that it may be inspected or tested, and replace the Work after completion of the inspection or testing. Upon failure of Contractor to comply with any order of District's Representative made under this section, District may cause the unacceptable, defective or nonconforming Work to be remedied, removed, or replaced, and may deduct the costs therefor from any monies due or to become due Contractor.

24. Trade Names and Alternatives. For convenience in designation in the Contract, certain articles or materials to be incorporated in the Work may be designated under a trade name or the name of a manufacturer. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, so long as Contractor shows to the satisfaction of District's Representative that the acceptable quality and suitability of the alternative(s).

25. Protection of Work and Safety.

(a) Contractor shall be responsible for the care of all Work until its completion and final acceptance by District; and it shall at its own expense replace damaged or lost materials or supplies and repair damaged parts of the Work.

(b) District's Representative's construction review and inspection of Contractor's performance shall not include any review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the job site.

(c) Contractor shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety procedures and practices shall conform to all applicable federal, state, and local laws, ordinances, and codes. Contractor shall carefully instruct all personnel as to potential dangers and shall provide such necessary safety equipment and instruction as may be necessary to prevent injury to personnel and damage to property. Contractor shall provide and maintain, in accordance with California Labor Code section 6708, OSHA and Cal/OSHA requirements, adequate emergency first aid treatment for its employees and anyone else who may be injured in connection with the work.

(d) Contractor shall have an Injury/Illness Prevention Program (IIPP) in place to protect the safety of its employees and ensure that its subcontractors also have an IIPP or comply with Contractor's program. The Contractor's IIPP shall comply with and be at least as effective as the requirements of section 3203 of Title 8 of the California Code of Regulations. The Contractor and subcontractors must implement all requirements of the Injury and Illness Prevention Program regulation, unless they can demonstrate that they are exempt from certain specific provisions in the regulation. The Contractor shall submit a copy of its IIPP to the District prior to any work being performed on District property.

(e) If the Work includes the construction, alteration, improvement, or maintenance of electric power generation, control, transformation, transmission or distribution lines or equipment within the meaning of Code of Federal Regulations title 29, section 1910.269 or 1926.950, then the Contractor will implement and comply with the requirements of the "contract employer" as described and set forth in sections 1910.269 and 1926.950, including, but not limited to, the obligations to properly train the Contractor workers on safety-related work practices and procedures, exchange information with the District concerning unique hazardous conditions presented by the Work, instruct the Contractor workers about the hazardous conditions relevant to the Work, and coordinate with the District on safety-related work rules and procedures. The Contractor also shall be responsible for transmitting safety-related information under sections 1910.269 and 1926.950 with any subcontractors retained by it to perform electrical-related Work under the Contract.

26. Protection of Public and Property.

(a) Contractor shall take all necessary or appropriate precautions to prevent damage to all existing improvements, including above ground and underground utilities, pipelines, conduits, trees, shrubbery, fences, signs, mailboxes, driveways, sidewalks, gutters, streets, parking

lots or other pavement, levees or embankments, survey markers and monuments, buildings, structures, District's property, adjacent property, and any other improvements or facilities within or adjacent to the job site. If any such improvement or property is damaged or destroyed by reason of Contractor's operations, it shall be replaced or restored, at Contractor's sole cost and expense, to a condition at least as good as that prior to the start of Contractor's performance under this Contract.

(b) Contractor shall adopt all practical means to minimize interference to traffic and public inconvenience, discomfort or damage from the Work. All obstructions to traffic shall be guarded by barriers illuminated at night. For any Work on, adjacent to, or interfering with any street, the conditions and limitations applicable to such Work shall be determined by those public agencies or other entities responsible for maintenance of the affected street. Contractor shall determine the nature and extent of all such requirements, and shall comply with all permit and other requirements. As required at any street crossing, Contractor shall provide all necessary flag persons, guardrails, barricades, signals, warning signs and lighting to provide for the safety of existing roads and detours. Immediately after the need for temporary detours ceases, or when directed, Contractor shall remove such detours and perform all necessary cleanup work, including replacement of fences, removal of pavement, necessary replacement of existing roadway appurtenances, grading, soil stabilization and dust control measures.

27. Clean-Up. During the progress of the Work, Contractor shall maintain the job site and related structures, grounds and equipment in a clean, orderly condition and free from unsightly accumulation of rubbish. Upon completion of Work and before final payment, Contractor shall at its own cost and expense clean-up and remove from the vicinity of the Work all rubbish, debris, trash, unused materials and supplies, concrete forms, and temporary bridging and other like materials, belonging to it or used under its direction during the construction of the Work. Where the construction has crossed yards or driveways, they shall be restored by Contractor to the complete satisfaction of District's Representative, at Contractor's sole expense.

28. Water Pollution. Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, and canals from pollution with fuels, oils, bitumens, calcium chloride, and other harmful materials and shall conduct and schedule its operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, and canals. Care shall be exercised to preserve vegetation beyond the limits of construction. Contractor shall comply with California Fish and Game Code section 5650 and all other applicable statutes and regulations relating to the prevention and abatement of water pollution. If the Work is subject to the NPDES general permit for stormwater discharges from construction activities, Contractor will comply with all terms and conditions of any applicable special condition, specification or addendum issued by District related to implementation of the Storm Water Pollution Prevention Plan for the Work. Contractor acknowledges it is familiar with Best Management Practices (BMP's) that mitigate potential waterway pollutants and will install reasonable preventative measures. District acknowledges that Contractor has not been provided any terms, conditions, special conditions, specifications, addendums, permits, or any other documents related to implementation of a Storm Water Pollution Prevention Plan for the Work. Contractor is hereby excluded from being responsible for potential fines, penalties, etc., related to the Work.

29. Underground Work. If the Work includes excavation and/or trenching deeper than four feet underground, then the following provisions shall apply:

(a) Protection of Underground Utilities. Prior to conducting any excavation or trenching, Contractor shall contact the appropriate regional notification center as required by California Government Code sections 4216 and following. In accordance with California Government Code section 4215, District shall be responsible for the timely removal, relocation or protection of existing main or trunkline utility facilities located on the project site and not shown on the plans and drawings. Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities not indicated on the plans and drawings with reasonable accuracy, and for the equipment on the project necessarily idled during such work; provided that Contractor shall first notify District before commencing work on locating, repairing damage to, removing or relocating the utilities. Contractor shall not be assessed liquidated damages for delay in completion of the project, when the delay was caused by the failure of District or the owner of the utility to provide for removal or relocation of the utility facilities not shown on the plans and drawings.

(b) Sheeting and Shoring Plan. If the total amount of the Contract exceeds $25,000 and the Work involves the excavation of any trench or trenches five feet or more in depth, then, in accordance with California Labor Code section 6705, Contractor shall submit to District for acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any such trench or trenches. The plan shall comply with applicable United States Department of Labor regulations (29 C.F.R. 1926) and OSHA and Cal/OSHA construction safety orders and shoring system standards, or be prepared by a registered civil or structural engineer who certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the construction safety orders and shoring system standards.

(c) Unusual Underground Conditions. In accordance with California Public Contract Code section 7104, the following provisions shall apply to any work that involves digging trenches or other excavations:

(i) If, during any such digging or excavation, Contractor discovers (a) material Contractor believes may be material that is hazardous waste, as defined in California Health & Safety Code section 25117, that is required to be removed to a Class I, II or III disposal site, (b) subsurface or latent physical conditions at the site differing from those indicated, or (c) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided in the Contract, then Contractor shall promptly notify District's Representative in writing and shall not disturb the area of the subject digging or excavation until notified by District's Representative.

(ii) Upon receipt of any notice pursuant to the foregoing subsection, District's Representative shall promptly investigate the conditions, and if he or she finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of the Work, or any part of the Work, it shall issue a change order pursuant to this Contract.

(iii) If there is a dispute between District and Contractor over whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused for the scheduled completion date, but shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights provided by this Contract or by law that pertain to the resolution of disputes and protests between the parties.

30. Hazardous Materials; Hazard Communication.

(a) Proposition 65 and the California Health and Safety Code require businesses to provide warnings prior to exposing individuals to materials listed by the Governor as chemicals "known to cause cancer or reproductive toxicity." District may use chemicals on the Governor's list at many of its facilities. In addition, many of these chemicals are present at non-District-owned facilities and locations. Accordingly, in performing the Work under this Contract, Contractor, its employees, agents, and subcontractors may be exposed to chemicals on the Governor's list. Except as provided in subsection (b), Contractor is responsible for notifying its employees, agents, and subcontractors that work performed hereunder may result in exposures to chemicals on the Governor's list.

(b) Before starting work, Contractor shall have a written Hazard Communication Program ("HCP") in place that complies with the requirements of section 5194 of Title 8 of the California Code of Regulations, including the requirements of 8 C.C.R. section 5194(e). The information in Contractor's HCP must include the methods by which Contractor shall communicate to District which hazardous substances it will use and store on the job site(s) to which District's and Contractor's employees and subcontractors may be exposed. Contractor shall submit its HCP to District at the same time as submittal of its initial project schedules or other time designated by District. Contractor will provide copies of safety data sheets ("SDS") for all hazardous substances brought onto and used or stored on the job site(s). Contractor also will ensure that all hazardous substances are marked with Proposition 65 and any other visible warning labels as required by law. Whenever possible, Contractor shall provide SDS for all hazardous substances to District prior to bringing a hazardous substance onto a job site, but will provide all SDS by no later than the time the hazardous substance is physically brought onto the site. District will communicate Contractor's HCP and SDS information to District's employees who work on or will enter the job site. District will provide Contractor with a copy of District's HCP and SDS information specific to District operations on the job site. Contractor shall, in turn, convey this information to its employees and subcontractors. During the course of the work, Contractor will keep copies of both its and District's HCP, SDS and other relevant information at Contractor's job site office.

31. Contractor's License Notice. Statement required by California Business & Professions Code section 7030: "Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826."

32. Indemnification. To the fullest extent permitted by law, Contractor shall protect, defend, indemnify and hold harmless District and, if applicable, District's Representative, and their respective officers, directors, employees, volunteers, and representatives from and against penalties and fines imposed by law and loss, claim, cause of action, demand, suit, judgment, cost, damage, expense, and liability (including but not limited to court or arbitration costs and reasonable attorneys' and expert witness fees) resulting from injury to or death of persons, including without limitation employees of the District, District's Representative and Contractor, or damage to or loss of property, caused by, arising out of or in connected with the Contractor's or its subcontractors' or suppliers' negligence or breach of Contract, except to the extent the negligence, active negligence or willful misconduct of an indemnified party or defects in design provide by those parties is a partial or sole cause of the loss, claim, demand, cost, suit, judgment, penalty, fine, cause of action, damage, expense, or liability.

(a) Contractor's duty to defend is a separate and distinct obligation from Contractor's duty to indemnify, but is also modified and limited by the above exceptions. Upon the request of an indemnified party hereunder, and to the extent proven that Contractors is negligent or in breach of Contract, Contractor shall defend any suit asserting a claim covered by this indemnity and shall pay any proportionate costs and expenses that may be incurred by an indemnified party in enforcing this indemnity. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the District and, if applicable, District's Representative, and their respective officers, directors, employees, volunteers, and representatives immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability has been established. The obligation to defend extends through final judgment, including exhaustion of any appeals. In all cases, District shall have the right to approve counsel selected by Contractor in the defense of any legal action or with respect to any claim, which approval shall not be unreasonably withheld. In addition, the indemnified party shall have the right to participate in and be represented by counsel of its own choice and at its own expense in any legal action or with respect to any claim.

(b) In any and all claims against the District or District's Representative, and each of their officers, directors, employees and agents by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under Workers' Compensation statutes, disability benefit statutes or other employee benefit statutes.

(c) Neither termination of this Contract, completion of the acts to be performed under this Contract, nor District's Representative's approval or District's acceptance of the work shall release Contractor from its obligations to indemnify and defend District and District's Representative, and their respective officers, directors, agents, employees, volunteers, representatives, boards, and consultants.

(d) Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Contract does not relieve Contractor from liability under this indemnification provision. The obligations of this section shall apply whether

or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

33. Insurance.

(a) The Contractor shall procure and maintain for the duration of the Contract, and for one year thereafter, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

(i) General Liability - Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least one million dollars ($1,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.

(ii) Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 7 (scheduled autos only) with limit of one million dollars ($1,000,000) for bodily injury and property damage each accident.

(iii) Workers' Compensation Insurance - The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(iv) Builder's Risk – (Course of Construction) - insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision. Not included.

The above minimum insurance coverage limits can be met through provision of umbrella or excess policy insurance coverage consistent with the provisions of this section.

(b) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District. Furthermore, the above minimum insurance coverage limits can be met through provision of umbrella or excess policy insurance coverage consistent with the provisions of this section 33.

(c) Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District, its officers, officials, employees and volunteers; or Contractor shall procure a bond or other security guaranteeing payment of losses and related investigations, claim administration and defense fees, costs and expenses. All policies that include a self-insured retention shall include a provision that payments of defense costs and damages (for

bodily injury, property damage, personal injury or any other coverages included in the policy) by any party, including additional insureds and insurers, shall satisfy the self-insured retention limits.

(d) The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) Waiver of Subrogation (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the District; this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

(ii) District, and its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District, its officers, officials, employees, agents or volunteers. The additional insured coverage or endorsement shall comply with California Insurance Code section 11580.04.

(iii) For any claims related to this project, Contractor's general and automobile liability coverage shall be primary insurance as respects District, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees, agents or volunteers shall be excess to Contractor's insurance and shall not contribute with it.

(iv) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, and its officers, officials, employees, agents or volunteers.

(v) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) Course of construction policies shall contain, or be endorsed to contain, the following provisions: (a) District shall be named as loss payee; and (b) the insurer shall waive all rights of subrogation against District.

(f) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII or equivalent and that are authorized to do business in California, unless otherwise approved by District. In the case of Workers' Compensation and Employer's Liability insurance, coverage provided by the California State Compensation Insurance Fund is acceptable.

(g) Before commencing work, Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverages; and (b) endorsement(s) on ISO Form CG 20 10 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s)

and certifying the additional insured coverages, or equivalent additional insured blanket endorsement. District reserves the right to require complete copies of all required insurance policies and/or endorsements affecting required insurance coverage at any time.

(h) Contractor shall include all actions and activities of its subcontractors as insureds under its policies, or shall require each subcontractor to provide insurance coverage consistent with the foregoing and to furnish separate endorsements or certificates to District. All coverages for subcontractors shall be subject to all of the requirements stated in this section.

(i) Contractor shall maintain all required insurance coverages for the period provided in this section. If any of the required coverages expire during the coverage period, Contractor shall obtain renewal or replacement coverages and deliver certificates for the renewed or replacement coverages and any required endorsements to District at least 10 days before the expiration date of the existing coverage.

(j) Any products/completed operations insurance coverage shall be maintained after completion of the Work for the full guarantee period.

(k) The requirements as to the types, limits, and District's approval of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

(l) In addition to any other remedy District may have, if Contractor or any of its subcontractors fails to maintain the insurance coverage as required in this section, District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required herein, and District may deduct the cost of such insurance from any amounts due or which may become due Contractor under this Contract.

(m) Contractor shall execute and file with District the attached Contractor's Workers' Compensation Certificate in accordance with California Labor Code section 1861.

34. Final Acceptance and Date of Completion.

(a) Whenever Contractor shall deem all Work under this Contract to have been completed, it shall so notify District's Representative in writing, and District's Representative or other District representative shall promptly ascertain whether the Work has been satisfactorily completed and, if not, shall advise Contractor in writing of specific defects and any additional Work required.

(b) Neither the final payment nor any part of the retained percentage shall become due until Contractor, if required, shall deliver to District, a complete release of all liens and claims arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien or claim could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to District, to indemnify the District against any lien or claim. If any lien or claim remains unsatisfied after all payments are made, Contractor shall refund to District all monies that the latter may be

compelled to pay in discharging such a lien, or claim, including all costs and reasonable attorneys' fees.

(c) When all the provisions of the Contract have been fully complied with to the satisfaction of District, District will accept the Work in writing and make the final payment to Contractor. As a condition of receiving the final payment, Contractor must execute and deliver to District, as appropriate, a Conditional Waiver and Release Upon Final Payment or Unconditional Waiver and Release Upon Final Payment in the form provided in Civil Code sections 8136 or 8138, respectively.

(d) Except for any sum required to be withheld by law or allowed to be held under this Contract, the 5% retention shall be paid 35 days after District's acceptance of the Work. In accordance with California Public Contract Code section 7107(c), in the event of a dispute between the parties, District may withhold from the final payment to Contractor an amount not to exceed 150% of the disputed amount.

35. Right to Withhold Payments.

(a) In addition to all other rights and remedies of District provided by law and this Contract, District may withhold the whole or any part of any progress or final payment to such extent as may reasonably be necessary to protect District from loss on account of: (a) unacceptable, defective or nonconforming Work not remedied; (b) claims or liens filed or reasonable evidence indicating probable filing of claims or liens including, but not limited to, claims under sections 1775, 1776 and 1777.7 of the California Labor Code or the public works stop notice provisions in the California Civil Code; (c) failure of Contractor to make payments properly for labor, materials, equipment, or other facilities, or to subcontractors and/or suppliers; (d) a reasonable doubt that the Work can be completed for the balance then unearned; (e) failure of Contractor to clean up the job site, repair or replace damaged or affected improvements or property; or (f) damage to job site, completed Work, or other real or personal property.

(b) Whenever District withholds any monies pursuant to this paragraph, written notice of the amount withheld and the reasons for the withholding will be given to Contractor. After Contractor has corrected the enumerated deficiencies to the satisfaction of District, District will promptly pay to Contractor the amount so withheld. When District withholds monies to protect District against claims under the public works stop payment notice provisions of the California Civil Code, District may at its discretion permit Contractor to deliver a surety bond in terms and amount satisfactory to District, indemnifying District against any loss or expense, and upon acceptance thereof by District, District shall release to Contractor monies so withheld.

36. State Audit Contingency. Contractor acknowledges that this Contract, and performance and payments under this Contract, are subject to examination and audit by the State Auditor General for three years following final payment under this Contract pursuant to California Government Code section 8546.7.

37. Liquidated Damages. If Contractor does not complete the Work, as determined by District, before the expiration of the Contract time limit, or within any time extension granted by District, then District will sustain damage, and that it may be impracticable to determine the actual

amount of damage by reason of the delay. The parties therefore agree that Contractor shall pay District as damages the daily liquidated damages amount stated above for each and every day's delay in finishing the Work beyond the Work completion deadline. The parties agree that this liquidated damages provision is reasonable under the circumstances existing at the time the Contract was made. District shall have the right to deduct the amount of liquidated damages from any money due or to become due Contractor.

38. Waiver of Interest. District shall have no obligation to pay and Contractor hereby waives the right to recover interest with regard to monies which District must withhold by reason of judgment, order, statute or judicial process, or which it may withhold pursuant to this Contract.

39. Claims and Resolution of Disputes.

(a) General. The parties intend that differences between the parties, arising under the Contract, be brought to the attention of the District at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The parties agree to initially strive to resolve all disputes amicably and in an informal manner. Any dispute resolved informally shall be documented by the District, and if the dispute resolution involves a change in the contract work, increase or decrease in the compensation due the Contractor, or adjustment in the time of completion of the Work, then the informal dispute resolution shall be confirmed by a Change Order pursuant to section 12. Informal discussions or negotiations with the District or its representatives concerning informal resolution of a dispute shall not toll or suspend the claim filing and other deadlines provided below, unless so provided by the District in writing. Willingness of the District to engage in any such discussions is not a waiver of the District's right to deny a claim or dispute based on lack of merit, or procedural deficiency, or both.

(b) Compliance Required. Contractor shall not be entitled to any additional time to complete Work or to the payment of any additional compensation for claimed extra work (or otherwise on account of any claim, cause, act, failure to act, or happening of any event or occurrence) unless either District has issued a Change Order pursuant to section 12 or a claim has been timely filed and approved pursuant to this section. If the Contractor fails to file a written claim within the claim deadline in section 39(d), then the Contractor agrees that it has waived any right or remedy to thereafter pursue the claim against the District in any administrative, arbitration or litigation proceeding, and the District may elect to document this waiver.

(c) Scope of Claims. A claim for purposes of this section means a separate demand by the Contractor for (a) a time extension (including a demand for relief from damages or penalties for delay assessed by the District under the Contract), (b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount the payment of which is disputed by the District.

(d) Filing of Contract Claim; Contents; Filing Deadline

(i) The Contractor shall file any "Contract Claim" with the District. A Contract Claim must (a) be in writing, (b) be labeled or clearly indicated as a claim under the Contract, (c) set forth in detail the reasons why the Contractor believes additional compensation

or a time extension is or may be due, the nature of the costs involved, and, insofar as possible, the amount of the claim, and (d) include (or reference earlier provided) documents that support and substantiate the claim as both entitlement and quantification of time, money, or both.

(ii) A Contract Claim must be submitted to the District within the following claim filing deadlines:

A. if a deadline is set forth in the Contract for filing of the particular claim, then the claim must be filed by the specified time;

B. if the claim relates to extra, additional or unforeseen work for which the Contractor intends to demand additional compensation, a time extension, or both, notice shall be given to the District prior to the time that the Contractor commences performance of the work giving rise to the potential claim for additional compensation or time extension, and Contractor shall not proceed with that work until so directed by the District; and

C. for all other claims not included within (a) or (b), the claim must be filed on or before 15 days after the date of the occurrence, event or circumstance giving rise to the claim. In no event shall a Contract Claim be filed later than the date of final payment.

(e) Processing of Claims, Generally. This Contract provides for two types of Contract Claims, which will be processed and resolved under different subsections. Any claim for money or damages or for a time extension (i.e., any claim subject to Public Contract Code section 20104) shall be processed and resolved in accordance with section 39(f). Any Contract Claim sent to District by registered mail or certified mail with return receipt requested (i.e., any claim subject to Public Contract Code section 9204) shall be processed and resolved pursuant to section 39(g).

(f) Claims for Money, Damages or for Time Extension

(i) District Response to Contract Claim. The District shall respond in writing to the Contract Claim within 60 days of receipt of the claim (or within 45 days of receipt for claims of less than $50,000), or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the District and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt (or 15 days after receipt for claims of less than $50,000) of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater. The District shall not fail to pay money as to any portion of a Contact Claim that is undisputed except as otherwise provided in the Contract.

(ii) Meet and Confer. If the Contractor disputes the District’s written response, or the District fails to respond within the time prescribed, the Contractor may notify the District, in writing, either within 15 days of receipt of the District's response or within 15 days of the District's failure to respond within the time prescribed, respectively, and demand an informal

conference to meet and confer for settlement of the issues in dispute. Upon such a demand, the District shall schedule a meet and confer conference within 30 days for the parties to consider settlement of the dispute. If the Contractor fails to timely demand a meet and confer conference within the applicable 15-day period, then the Contractor shall be deemed not to dispute the District's written response to the Contract Claim and the District's decision on the Contract Claim shall be final, conclusive and binding, and the Contractor shall be deemed to have waived all its rights to further protest, judicial or otherwise.

(iii) Government Code Claim. Following the meet and confer conference, if the Contract Claim or any portion remains in dispute, the Contractor may file a Government Code Claim as provided in Government Code title 1, division 3.6, part 3, chapters 1 (commencing with section 900) and 2 (commencing with section 910). The running of the period of time within which Contractor must file a Government Code Claim shall be tolled from the time the Contractor submits a timely Contract Claim pursuant to section 39(d) until the time that the Contract Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process. The District shall respond to any Government Code Claim in accordance with the Government Claims Act.

(iv) Lawsuit. If the claim is not resolved pursuant to this section, the Contractor may file a lawsuit on the claim within the limitations period provided by the Government Claims Act. If the Contractor fails to timely file a lawsuit within the limitations period of the Government Claims Act, then the District's response to the Government Code Claim shall be final, conclusive and binding on the Contractor, and the Contractor thereafter shall be barred from filing a lawsuit on the claim.

(v) Mediation. If the Contractor timely files a lawsuit, then within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation (unless waived by mutual stipulation of both parties). The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator. The mediator's fees and expenses shall be split and paid equally between the parties. The court may, upon request by any party, order any witnesses to participate in the mediation process.

(vi) Arbitration. If the matter remains in dispute following the mediation or if the parties waive the mediation, then the case shall be submitted to judicial arbitration pursuant to Code of Civil Procedure part 3, title 3, chapter 2.5 (commencing with section 1141.10), notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (Code of Civil Procedure part 4, title 3, chapter 3, article 3 (commencing with section 2016.010)) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The arbitrator shall be experienced in public works construction law. The arbitrator's fees and expenses shall be split and paid equally by the parties, except where the arbitrator, for good cause, determines a different division. The court may, upon request by any party, order any witnesses to participate in the arbitration process. Any party who, after receiving an arbitration

award, requests a trial de novo but does not obtain a more favorable judgment shall (in addition to payment of any costs and fees under Code of Civil Procedure part 3, title 3, chapter 2.5 (commencing with section 1141.10)) pay the attorney's fees of the other party arising out of the trial de novo.

(vii) Interest. In any lawsuit filed under this subsection, District shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the lawsuit is filed in court.

(g) Claims Subject to Public Contract Code section 9204

(i) The Contract Claim will be processed and resolved pursuant to Public Contract Code section 9204, which is summarized here:

A. District Review of Claim. Within 45 days after receiving a complete Contract Claim, District shall review the claim and provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. District will pay any undisputed portion of the claim within 60 days from the date of the written statement. If District fails to timely issue a written statement, the claim shall be deemed rejected in its entirety.

B. Meet and Confer Conference. If the Contractor disputes the District's written statement or if the Contract Claim is deemed rejected, the Contractor may demand and the parties will conduct an informal conference to meet and confer regarding settlement in accordance with section 9204, subsection (d)(2). Within 10 business days following the conclusion of the meet and confer conference, District shall provide Contractor a written statement identifying the portion (if any) of the claim remaining in dispute and any undisputed portion will be paid by District within 60 days after this written statement.

C. Non-Binding Mediation. Any remaining disputed portion of the claim shall be submitted to nonbinding mediation in accordance with section 9204, subsection (d)(2).

D. Interest. Any amount not paid in a timely manner as required by this subsection shall bear interest at a rate of 7 percent per annum until paid.

The foregoing is a summary of section 9204. In the event of any conflict between the summary and section 9204, the statute will govern.

(ii) Lawsuit and Judicial Reference. If mediation is unsuccessful and all or parts of the Contract Claim remain in dispute, then the Contractor may pursue a lawsuit. If the Contractor timely files a lawsuit, the case shall be submitted to judicial reference pursuant to California Code of Civil Procedure sections 638 and 640 through 645.1 (or any successor statute) and California Rules of Court title 3, division 9 (commencing with section 3.900). As authorized by Code of Civil Procedure section 638, a referee will consider and decide all factual and legal

issues in the action. Each party acknowledges that it will not have any right to a jury trial or to have any judicial officer besides the referee hear or decide the action. When Contractor initiates the superior court lawsuit, it will, at the same time it files the complaint in the action, also file a motion for appointment of a single referee.

A. Appointment of a referee shall be by mutual agreement within 30 days between the parties, and if unsuccessful, then by the court and will be governed by Code of Civil Procedure section 640, and subject to objection by either party as provided by Code of Civil Procedure section 641. The referee must be a retired judge or a licensed attorney with at least ten years substantive experience in public works construction matters.

B. The parties shall be entitled to discovery and the referee shall oversee discovery and may enforce all discovery orders in the same manner as a superior court judge. The referee shall have the authority to consider and rule on appropriate pre-hearing and post-hearing motions in the same manner as a superior court judge. The referee will have the authority to set a briefing and hearing schedule for any such motion or for a hearing on the merits.

C. The referee's statement of decision shall include findings of fact and conclusions of law. The statement of decision will stand as the decision of the superior court and, upon filing of the statement with the clerk of the court, judgment may be entered pursuant to Code of Civil Procedure section 644, subsection (a). The parties will have rights to appeal the final judgment so entered.

D. Each Party will pay half of the costs of the referee and the administrative fees of the reference proceeding, and each party will bear its own costs, expenses and attorney fees for the reference proceeding.

(h) Contract Work Pending Claim Resolution. Unless otherwise directed in writing by the District, pending resolution of a claim under this section, the Contractor shall continue to diligently prosecute the Work in accordance with the Contract and the instructions of the District.

(i) Tort Claims. The provisions of this section apply only to contract-based claims and they shall not apply to tort claims, and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Government Code title 1, division 3.6, part 3, chapters 1 (commencing with section 900) and 2 (commencing with section 910).

40. Assignment of Anti-Trust Claims. In entering into this Contract, Contractor offers and agrees to assign to District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S. Code, section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the California Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Contract.

The assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgement by the parties.

41. Integration. This Contract constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Contract, except those other documents that are expressly referenced in this Contract.

42. Counterparts and Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Contract are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

43. Independent Contractor. The relationship between District and Contractor is that of an owner and independent contractor, and all persons hired or employed by Contractor shall be Contractor's employees, agents or subcontractors.

44. Governing Law. This Contract shall be construed and enforced in accordance with, and the validity and performance of this Contract shall be governed by, the laws of the State of California.

45. Waiver; Remedies. Any waiver at any time by either party of its rights with respect to a breach or default or any other matter arising in connection with this Contract shall not be deemed to be a waiver with respect to any other breach, default or matter. The rights and remedies provided in this Contract are in addition to any of the rights and remedies provided by law.

46. Severability. The illegality or unenforceability of any provision of this Contract shall not render the other provisions unenforceable, invalid or illegal.

47. Binding on Successors. This Contract shall bind and inure to the benefit of the heirs, successors, assigns, and successor companies of the parties; however, Contractor shall not assign or transfer any rights, obligations or interest in the Contract without the prior written consent of District.

48. Notices. Any invoice, payment, notice, demand, request, consent, approval or notification of change of address that either party to this Contract may or is required to give to the other party will be in writing and signed for the party by an authorized officer and addressed to the addresses set forth above. All such notices will be deemed to have been received on the date of delivery if either personally delivered or sent by recognized national overnight courier service or three days after mailing if enclosed in a properly addressed and stamped envelope and deposited in a United States post office for first-class delivery. Either party may change its address at any time by notifying the other party in writing of the change of address in accordance with this section.

The parties enter into and execute this Contract effective on the date written above.

For District:

Fulton-El Camino Recreation and Park District

Name: Emily Ballus

Signature:

Title: General Manager

For Contractor:

Westcon Construction Corp

Name: Eric Campbell

Signature:

Title: President

EXHIBIT A

As outlined in letter from Westcon dated October 9, 2026 and attached as addendum.

CONTRACTOR'S WORKERS' COMPENSATION CERTIFICATE
(LABOR CODE SECTION 1861)

To: Fulton-El Camino Recreation and Park District

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

For Contractor

Authorized Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

Date: _____

Westcon Construction Corporation

"Built with Pride Since 1995"

Ms. Emily Ballus
Fulton-El Camino Recreation and Parks District
2201 Cottage Way
Sacramento, CA 95825
Eballus@fecrpd.com

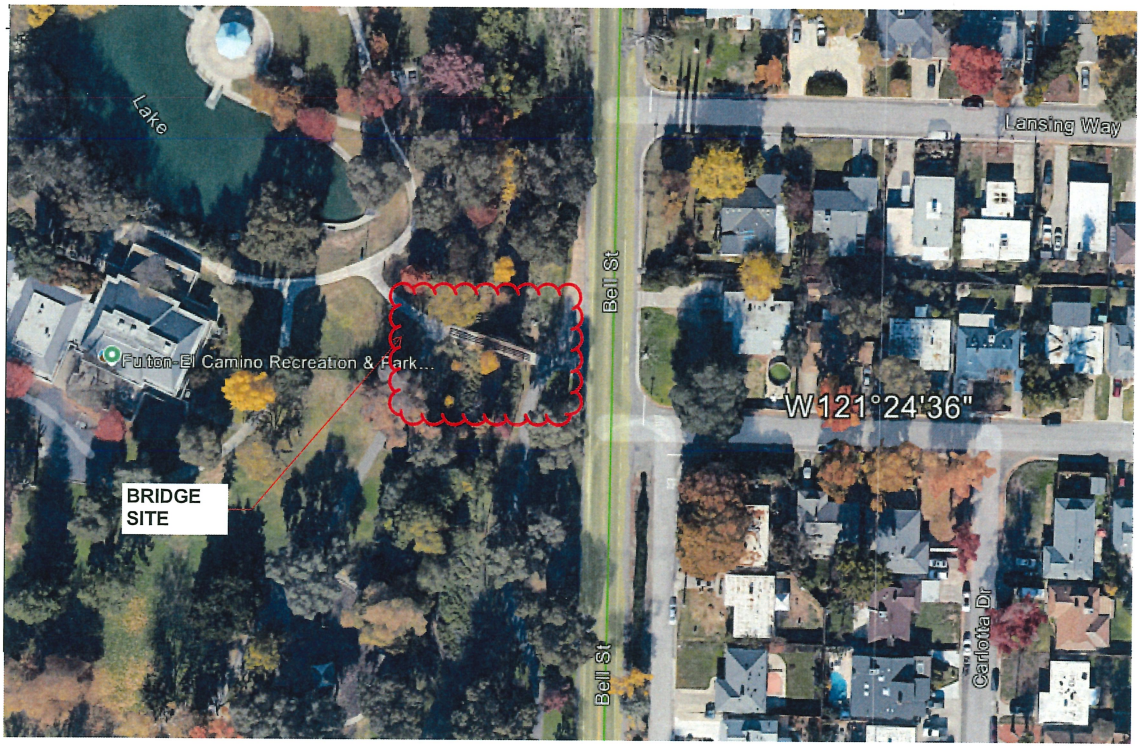
October 9, 2026

Re: Howe Park – East End Bridge Replacement, Amended

Dear Ms. Ballus,

Westcon Construction Corporation is pleased to provide this technical proposal for the replacement of the Howe Park Bridge.

The work will be performed in general accordance with the **Howe Park Bridge Replacement drawings prepared by Kasl Consulting Engineers, dated October 2022**. Westcon successfully constructed two (2) Howe Park bridges in 2022 in accordance with these drawings and has incorporated the experience gained from those projects into the recommendations presented below.



Our intent is to provide a durable, code-compliant bridge while identifying opportunities to simplify construction, reduce unnecessary components, and improve the overall functionality of the bridge.

1. Beam Camber

The middle and west Howe Park bridges were constructed with the same camber (arch) as the original bridges. Based on our experience with those structures, the resulting longitudinal slopes did not comply with current ADA requirements, which necessitated the installation of handrails at additional expense to FECRPD.

At your request, Westcon's crew shot elevation grades in and around this existing bridge a few weeks ago and it was determined that this bridge is in a relatively low area of the park. While a bridge camber of 12" does not appear to be necessary, this cannot be emphatically stated unless a hydrology report is commissioned and that would take months and cost more than simply retaining the bridge camber and installing ADA compliant handrails. We have therefore included the price for cambered Alaskan Yellow Cedar glu-lam beams and the fabrication / installation of this ADA compliant railing which will be shop coated with black semi-gloss industrial paint in lieu of powder coating.

2. Deck and Railing Fasteners

The project drawings specify installation of "(2) coated #10 x 3" deck screws per contact."

Based on our experience with the Howe Park bridges and other recent bridge projects, Westcon recommends upgrading the specified fasteners to **GRK coated self-tapping 5/16" x 4" Torx 40 structural screws**, or equal, for all applicable decking and railing attachments.

These fasteners provide a larger structural section and increased embedment compared with the screws shown in the drawings. They are also the same coated structural fasteners Westcon successfully utilized during the **Cottage Park bridge replacement earlier this year**.

The upgraded fasteners have been included in our construction budget and are proposed as a substitution for the fasteners indicated in the drawings.

3. Elimination of Welded Wire Mesh

The drawings indicate installation of **14-gauge welded wire mesh** behind the wood bridge railing.

Westcon recommends eliminating this mesh. The proposed wood railing will be constructed with openings properly sized so that a **4-inch sphere cannot pass through the railing**, consistent with the applicable railing safety requirements.

Because the wood railing itself will provide the required limitation on openings, we do not believe the additional welded wire mesh is necessary. Eliminating the mesh will simplify construction, improve the appearance of the finished bridge, and eliminate an additional material that would otherwise require installation and maintenance.

4. Pressure Treated # 1 (or Better) Kiln Dried after Treatment

This proposal includes Pressure-Treated No. 1 (or better) lumber. An alternative is Pressure-Treated No. 1 (or better) then kiln-dried to a moisture content of 19% or less after treatment. **The kiln-dried option would add approximately $4,000 to the project cost and approximately six (6) weeks to lumber procurement.**

We do not believe the additional cost and procurement time are necessary. Upon delivery, we will unstack, re-sticker, band, and properly dry the bridge lumber before assembly.

5. Redwood Decking / Railing Option

The two Howe Park bridges we replaced in 2022 had Redwood Clear Heart specified and installed for the exposed ridge deck boards and railing boards. We do not think redwood is a necessary added cost particularly since this proposal includes the staining/oiling of exposed pressure treated lumber. **If FECRPD would like redwood decking in lieu of pressure treated, please add $3,000 to this proposal**

6. Existing Concrete Abutments

The scope of this construction budget is to replace the wood structural and architectural elements and associated hardware of this bridge. The existing concrete abutments are intended to remain in place and be reused.

Based on our visual observations, the existing concrete abutments appear to be adequate and currently show no obvious signs of significant disrepair, scour, or differential settlement. No visible conditions were observed that would, at this time, indicate that replacement of the abutments is necessary.

However, Westcon's assessment of the existing abutments is based solely on visual observation. A complete structural, geotechnical, and subsurface evaluation of the existing concrete abutments is **outside the scope of our construction services**.

If FECRPD requires a more comprehensive assessment of the existing abutments, we recommend retaining a qualified geotechnical and/or civil engineer to perform appropriate subsurface investigation, ground-penetrating radar (GPR), and other testing deemed necessary to evaluate the condition and long-term suitability of the existing foundations.

7. Engineering and Scope Limitations

The recommendations contained herein are based on Westcon's construction experience, field observations, and experience constructing the two previous Howe Park bridges. They are intended to identify practical construction enhancements and do not constitute an independent engineering analysis or redesign of the bridge.

Unless specifically noted otherwise, the following are excluded from Westcon's scope:

- Hydrologic or hydraulic analysis associated with eliminating the bridge camber.
- Geotechnical investigation or subsurface exploration.
- Ground-penetrating radar or similar testing of the existing abutments.
- Independent structural analysis or certification of the existing concrete abutments.
- Engineering redesign or preparation of revised structural drawings, unless separately authorized.
- Repairs or replacement of existing concrete abutments if concealed or subsurface conditions are discovered during construction.

If field conditions are encountered that differ materially from the conditions described above or from those reasonably anticipated based on available information, Westcon will notify FECRPD and coordinate with the appropriate parties before proceeding with additional work.

Conclusion

Westcon believes these proposed modifications will result in a simpler, more accessible, and more maintainable bridge while retaining the proven construction methods used on the previous Howe Park bridge replacements.

We appreciate the opportunity to provide this proposal and look forward to working with FECRPD to successfully complete the Howe Park Bridge replacement.

ROM Estimate for RECCOMENDED bridge repairs..... $196,350
Estimated Time to Procure Materials and Pre-Fabricate Bridge Components.....~4 to 6 Weeks
Estimated Time On-Site to Reconstruct.....~2 Weeks

If you have any questions or comments, please feel free to call.

Sincerely,

Westcon Construction Corp.

Eric F. Campbell (WCC)

Digitally signed by Eric F. Campbell (WCC)
DN: C=US, E=ecampbell@westconconstruction.com, O=Westcon Construction Corp., CN=Eric F. Campbell (WCC)
Location: Newcastle
Reason: Howe Park Bridge - East
Date: 2026.10.08 17:23:42-08'00'

Eric F. Campbe
President

Encl: Proposal – 4 pages

REVISION 1

Bid Date: 10/09/2026
Time: 2:00PM

Proposal for:
Howe Park Bridge Replacement - Amended
from
Westcon Construction Corp.
275 Taylor Road, Newcastle, CA 95658-9601
(916) 663-2425 Fax: (916) 663-2448
License: 703557 Type: A,B,C-8

Westcon Construction Corporation

Fulton-El Camino Park District

Item	Description	Quantity	Unit	Total Price
01	Mobilization & Demobilization	1.00	LS	
02	Erosion & Sediment Control	1.00	LS	
03	Safety Measures	1.00	LS	
04	Remove & Reinstall (E) Wood Fence For Crane Pad	1.00	LS	
05	Demolition, Removal, & Disposal	1.00	LS	
06	Prefabricate, Ship & Install Replacement Bridge - Arched	1.00	LS	
07	Handrail - Both Sides Of Bridge	1.00	LS	
08	Slope Stabilization	1.00	LS	
09	Oil/Stain Bridge	1.00	LS	
			Total:	196,350.00

Attachment Enclosed

Estimator: Eric Campbell

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Westcon Construction Corp.

REVISION 1

Job Conditions - Attachment 'A'

Howe Park Bridge Replacement - Amended

PROJECT NAME: ***Howe Park Bridge – East End***

PROPOSAL SCOPE: ***In-Kind Bridge Repairs***

BASED UPON THE FOLLOWING PLANS / SPECIFICATIONS: N/A

SPECIAL CONDITIONS RELATED TO THIS PROJECT:

1. These ROM (Rough Order of Magnitude) proposals are based on a jobsite visit on 8/5//26 that provided limited access to bridge components.
2. It is recommended that the Owner set aside 15% of this ROM estimate for contingency funding for unforeseen conditions.
3. This proposal does not include submitting for, or obtaining, any building permits. All wood bridge components will be replaced in-kind other than bridge arch (camber) will be eliminated.
4. This Proposal includes work specifically detailed within this proposal and excludes all other work.
5. In the event of a permit issue (or lack thereof) with building department officials, FECRPD is to indemnify and hold Westcon harmless of any and all fines, claims, legal actions, etc.
6. All work to be completed in one move in.
7. Scope includes the replacement of all wood components and excludes all other work unless noted otherwise (UNO)
8. We have included the payment of prevailing wage under the assumption that these repair costs are likely related to an insurance claim
9. In order for work to start on this bridge asap, Westcon must be notified in writing on or before October 31, 2026 that a contract will be awarded so we may proceed to order long lead high-grade materials and work can start on-site on or about November 15, 2026.
10. We have not included any painting, staining, or treating new bridge components other than the treatment of any cut ends of pressure treated lumber with “Copper-Green” or similar wood preservative.
11. It is recommended that all wooded bridge structures be inspected, stained, and bolts tightened as needed on an annual basis which will extend the service life of these structures.

STANDARD CONDITIONS:

1. ***This proposal is valid for 14 days from the date submitted.***
2. Proposal includes work specifically detailed and excludes all other work not noted.
3. Proposal is subject to the condition that all bid items are to be awarded and incorporated into any subsequent contract/subcontract between Owner/Contractor and Westcon Construction Corp. and shall take precedence over any terms, conditions or scope conflicts between prime contract / general contract / subcontracts / etc. Owner's/Contractor's acceptance of the terms of this proposal will be evidenced by a signed contract by the Owner/Contractor.
4. This Proposal is based on award of all items of work in the quotation. ***This Proposal is contingent upon reaching mutually agreeable contract terms, with the understanding that all proposal terms and conditions shall be incorporated into any resulting Contract between the parties.***
5. The quantities of work noted are intended for the uniform comparison of bids and are approximate only. Payment for said items will be based upon the unit price for the item of work as measured in place upon completion.
6. This Proposal assumes that all utilities will be accurately located, by others, within 2’ horizontal of actual location and excludes the repair of any damage done to unforeseen or unmarked utilities or obstructions of any kind.
7. Proposal is based on work shown on Civil drawings, if any, and unless otherwise noted. In case of a discrepancy between Civil drawings and other drawings, Civil drawings shall govern.

Westcon Construction Corp.

REVISION 1

Job Conditions - Attachment 'A'

Howe Park Bridge Replacement - Amended

8. ***WCC shall be entitled to rely on the accuracy, adequacy, and completeness of the information provided to it or authorized by Owner/Contractor or other Contractors, including, without limitation the plans and specifications, their compliance with applicable laws, codes, and standards, and any site data, including subsurface data, regardless of any disclaimer and regardless of when the information was provided. Such information shall be incorporated into any resulting Contract. WCC shall not be required to independently verify the accuracy, adequacy, or completeness of such information, though WCC shall promptly notify Owner/Contractor of any deficiencies, or discrepancies that its discoveries therein. If any deficiency or discrepancy impacts the work, it shall be addressed via change order.***
9. Work shall be accomplished per a mutually agreed upon schedule, weather and ground conditions permitting, during normal working shifts, with conventional equipment and crews. Any special phasing or splitting of work will be an extra cost.
10. ***Force majeure shall include labor, material, equipment, and lower tier contractor shortages due to any pandemic, or epidemic, including COVID-19, and all abnormal climate conditions, which shall be defined as all precipitation days for a period of time in excess of the ten-year average reported by the National Oceanic and Atmospheric administration reporting station located closest to the site. WCC shall not be responsible for any delay damages and shall be entitled to make a claim for an increase to the price and/or an extension to the schedule if delayed as a result thereof.***
11. ***If any delay/suspension not caused by WCC exceeds ten consecutive working days, or twenty cumulative working days during the project WCC may at its option, demobilize, to return at a mutually agreeable date, at cost of Owner/Contractor.***
12. Underground work to be completed and accepted at initial move-in ***if included in this proposal.***
13. Earthwork is based on a balanced site and does not include import or export material. Adjustment of plan grades by the engineer may be required to obtain this balance. Any import or export of soils will be an extra at additional cost.
14. ***This Proposal excludes any containment, clean-up, or disposal of hazardous waste materials that (a) were pre-existing at the site, or (b) if brought on to the site for the Project, were not released by WCC. If WCC encounters any hazardous materials at the site that have not been rendered harmless, WCC shall immediately stop work in the affected area and report the condition to the Owner. To the fullest extent permitted by law, Owner shall defend, indemnify, and hold harmless WCC, its affiliates, officers, Employees, directors, and agents from all claims, damages, losses, and expenses, included but not limited to attorneys' fees, arising out of or resulting from any pre-existing hazardous materials.***
15. Proposal is based on one move-in to complete each quoted operation (i.e., clearing and grading, underground utilities, concrete, paving subgrade and AB, Paving, etc.) Any additional move-in's will be at extra cost.
16. Any utility work included shall be stubbed as shown on plans with tie-in to building system by others. Our work shall be completed prior to start of PG & E, telephone, cable, gas or other utilities.
17. **Rock clause:** Excavation for site grading or underground trenching of soil or rock which cannot be removed with normal grading equipment (i.e., CAT D6 Dozer for grading and CAT 446 Backhoe for trenching at a minimum of 80% of manufacturer's Performance Handbook), is excluded and all such work shall be done on a time and materials basis. Time and material work shall also include removal of rock from site, replacement with import material if required, additional bedding material in trenches and all other costs associated with rock excavation.
18. The quantities of work noted are intended for the uniform comparison of bids and are approximate only. Payment for said items will be based upon the unit price for the item of work as measured in place upon completion.
19. ***In the event of termination for convenience, WCC shall be paid (a) for mobilization, the Work completed to date, and demobilization, each at the rates provided, (b) reasonable costs of termination, and (c) twenty-four percent of those termination costs for overhead and Profit.***

STANDARD EXCLUSIONS:

Westcon Construction Corp.

REVISION 1

Job Conditions - Attachment 'A'

Howe Park Bridge Replacement - Amended

1. All fees, permits, bonds, engineering, testing, and inspections, assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, and other utilities, including sewer and storm drain reimbursement charges, revolving fund charges, hookup charges and the like.
2. Liquidated or actual damages.
3. Over excavation, re-compaction, removal, replacement or processing of soil that is loose, oversaturated, contaminated or otherwise unsuitable for compaction.
4. Removal or relocation of all underground obstructions and utilities (unless otherwise noted as included) including but not limited to footings, poles, vaults, boxes, pipe, conduit, tanks, wells, etc.
5. Demolition of existing structures, utilities and pavements.
6. Re-grading around building due to pad overbuild.
7. Grading for concrete is not included except for the building pad +/- 0.10 feet.
8. Fine grading or placement of aggregate for concrete walks, slabs or pads.
9. Grading for others' work or handling, hauling and removal of others' spoil.
10. Grading at landscaping, filling of planters or behind curbs, landscape mounds and topsoil, placement of stockpiled grass stripping.
11. Replacement of landscape or irrigation work damaged in areas of new construction.
12. Repair or replacement of any utility lines or other objects placed by others at elevations above the excavation or scarifying plane required by the plans and/or specifications.
13. Soil sterilant, prime coat, fog seal, seal coat at paving areas.
14. Construction staking or surveying, all concrete work unless specified elsewhere.
15. Temporary fire and construction access roads.
16. Winterization and erosion control.
17. Dewatering, pumping and drainage maintenance.
18. Video inspections of any underground work.
19. Fences, gates and retaining walls. Existing fence removal, replacement or relocation.
20. Protection of plant growth and/or existing structures.
21. Tree protection, tree fencing, tree pruning, aeration system, employment of an arborist, or any other work associated with protection of existing trees or plants.
22. Utility connections at buildings including clean outs, valves, pipe risers and couplings.
23. Roof drains and connection to storm drain system.
24. Structural excavation (including footings) and backfill.
25. Soils, materials, and compaction testing.
26. Pavement striping, marking, curb paint, wheel bumpers, signs, barricades, bollards, flag poles, bike racks, red curb painting.
27. AC Handicap ramps or speed bumps.
28. Off haul of oversize rock.
29. Payment of prevailing wages.
30. Adjustment of existing boxes, manholes, etc. to grade.
31. Protection of completed items of work from other construction activities and removal or replacement if damaged by others.
32. Gas, electric, telephone, cable TV and communication systems.
33. Trash enclosures or slabs.
34. Water meters and backflow prevention assemblies.
35. Fire protection tamper switch, conduit and wire.
36. Enclosures or freeze protection blankets for RP device or check valves.
37. Telemetering conduit from meter to telephone box.
38. Agency trench restoration fees, lifetime warranty or related guarantee beyond 1 year.
39. Liquidated or actual damages.
40. Protection of completed items of work from other construction activities and removal or replacement if damaged by others.
41. Pumping of concrete unless specifically included elsewhere in this proposal.
42. Handling, working with, disposing or dealing with hazardous materials of any kind.
43. Construction staking or surveying unless noted otherwise.

Estimator: Eric Campbell
For Job: Howe Park Bridge Replacement - Amended

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Governor Newsom's Final Actions Touch Workplace Tech, CPRA, Public Works, and More

By Morgan Leskody **posted 4 days ago**
In his last week to sign or veto legislation before a September 30 deadline, Governor Gavin Newsom acted on some of the biggest bills of the 2025-2026 State Legislative Session, including measures related to workplace technology, tribal affairs in public works projects, the California Public Records Act, Proposition 218, and water affordability.
For a comprehensive run-down of all the action this legislative session, keep an eye out for CSDA's upcoming Year-End Legislative Report in a future edition of *eNews*. Moreover, later this month, CSDA will launch our annual New Laws Series to help prepare local leaders for the most significant new laws special districts must follow in the new year. But first, let's take a quick look at what stood out in the final week of gubernatorial action on state legislation.

During the past week, Governor Newsom acted on numerous measures of particular importance to special districts, including:

AB 1331 [Elhawary] Workplace surveillance – OPPOSE
Places restrictions on the use of workplace surveillance tools to monitor or surveil employees in a bathroom located in the workplace. CSDA and coalition partners remain concerned with the breadth of tools that may be implicated.
Result: Signed by the Governor, Chaptered on 9/30/2026

AB 1749 [Dixon] Interfering with wildfire suppression and emergency responses with drone – SUPPORT
Prohibits a person from operating or using an unmanned aerial vehicle, remote-piloted aircraft, or drone to knowingly or recklessly interfere with a wildfire suppression or law enforcement or emergency response efforts related to a wildfire, or doing so during an emergency response related to an incident for which a temporary flight restriction has been issued by the Federal Aviation Administration.
Result: Signed by the Governor, Chaptered on 9/29/2026

AB 1881 [Ramos] California Indian Freedom Act – OPPOSE
Prohibits a state agency from preventing the exercise traditional Native American religious practices on state lands. This bill creates a strict scrutiny standard, placing the burden on the state to prove there is not a less restrictive means to achieve a compelling state interest.
Result: Vetoed by the Governor on 9/30/26.

AB 1821 [Pacheco] California Public Records Act: agency response time – SUPPORT
Changes the 10 days an agency has to notify a requester about the status/disposition of responsive records in the agency's possession to 10 business days, making a similar change to the 14-day timeline (changing it to a 14 business day timeline) for requests amidst unusual circumstances.

Result: Signed by the Governor, Chaptered on 9/30/2026

AB 1883 [Bryan] Workplace surveillance tools – OPPOSE UNLESS AMENDED
Places restrictions on employers utilizing certain workplace surveillance technology.
Result: Signed by the Governor, Chaptered on 9/30/2026

AB 1961 [Ahrens] Civil actions: protective orders: workplace violence – SUPPORT
If harassment, unlawful violence, or a credible threat of violence is directed at an employer's workplace or a location where a group of employees perform their primary job duties, rather than at any specific employee, the employer may, without naming a specific employee in the petition, seek a temporary restraining order and an order after hearing, on behalf of all employees at that workplace or location.
Result: Signed by the Governor, Chaptered on 9/30/2026

AB 2218 [Kalra] Water Policy California Native American Tribes – OPPOSE
Declares that it is the policy of the state to recognize and address the inequities inflicted upon all California Native American tribes through financial assistance, protection of tribal beneficial uses, consultation on water projects, plans, and policies, and incorporation of indigenous knowledge to restore and protect ecosystems.
Result: Vetoed by the Governor on 9/30/26

AB 2513 [Petrie-Norris] Wildfire: Regional Forest and Fire Capacity Program: local assistance grant program: regional landscape grants – SUPPORT
Permits the Director of the Department of Conservation and the Wildlife Conservation Board to work directly with agencies that have demonstrated the ability to deliver on projects that advance strategic goals related to regional priorities, while also expanding the types of activities that can be undertaken to address wildfire risk and qualify for project funding.
Result: Signed by the Governor, Chaptered on 9/29/2026

AB 2568 [Johnson] Water district directors: compensation – SUPPORT
Permits, until January 1, 2032, certain qualifying water districts to consider granting compensation to board members for up to 15 calendar days a month, up from the 10-day limit established in 1989, while leaving untouched related cost-control provisions. This change would need to be supported by a written policy describing, based on a finding supported by substantial evidence, why providing compensation for more than 10 days per calendar month is necessary for the effective operation of the water district.
Result: Signed by the Governor, Chaptered on 9/27/2026

AB 2656 [Petrie-Norris] Public employees: notice: artificial intelligence performing service within scope of work – OPPOSE
Requires a public employer to provide a recognized employee organization no less than 45 days' written notice before taking an action to develop, purchase, or require the use of any generative artificial intelligence to perform a service that is within the scope of work of the job classification represented by the recognized employee organization.
Result: Vetoed by the Governor on 9/30/26

AB 2739 [Soria] Water: affordability and system stabilization - SUPPORT
Authorizes funds to be allocated to the State Water Resources Board and DWR for the Water Rate Assistance Fund and Community Water Affordability Assistance Fund. Funds are to be allocated solely to the two-water affordability funds each year. This bill provides guidelines of trustee responsibilities for funding the two water assistance funds, as specified.
Result: Vetoed by the Governor on 9/30/26.

SB 577 [Laird] Public entities – WATCH
Makes changes to existing law and creates new laws pertaining to public entity tort liability, as well as protection of minors from abuse.
Result: Signed by the Governor, Chaptered on 9/30/2026

SB 947 [McNerney] Employment: automated decisions systems – OPPOSE
Requires employers that primarily rely on an automated decision system (ADS) to make a discipline or termination decision to provide a specified notice and to appoint a human reviewer to investigate and compile supporting evidence for the decision. An employee shall have the right to request, and an employer shall provide, a meaningful, objective description of the employee's own data used by the ADS when an employer has primarily used an ADS to make a disciplinary or termination decision.
Result: Signed by the Governor, Chaptered on 9/30/2026

SB 951 [Reyes] Employment: technological displacement: notice – NEUTRAL
As amended, this bill no longer places any direct mandates on public employers, allowing CSDA to remove opposition. The bill now contains Cal/WARN Act requirements applicable to private employers and requires the Employment Development Department to submit to the Legislature a specified report on artificial intelligence's effects on business hiring practices, including its impact on industries and occupations at the state and regional level.
Result: Signed by the Governor, Chaptered on 9/30/2026

SB 1079 [Stern] Department of Forestry and Fire Protection: Fire Innovation Unit – SUPPORT
Establishes the Fire Innovation Unit (FIU) within the Department of Forestry and Fire Protection; the FIU will serve as the department's innovation arm for wildfire technology research, coordination, procurement, and deployment for technologies that improve ecosystem and landscape scale resilience, community risk reduction, ignition reduction, early detection, fast fire suppression, and decision support tools. The Innovation, Outreach, and Coordination Program, a constituent part of the FIU, would be permitted to, among other things, coordinate with end users across local, state, tribal, federal, and international fire agencies, while also being permitted to facilitate information sharing with local fire agencies and relevant state agencies, including the Office of Emergency Services, regarding wildfire technologies evaluated, piloted, or deployed through the FIU.
Result: Signed by the Governor, Chaptered on 9/29/2026

SB 1117 [Cervantes] Accessory dwelling units and junior accessory dwelling units. – OPPOSE
Existing law prohibits a local agency, special district, or water corporation from imposing any impact fee upon the development of an Accessory Dwelling Unit (ADU) that has 750 square feet of interior livable space or less, and requires any impact fees charged for an ADU that has more than 750 square feet of interior livable space to be charged proportionately in relation to the square footage of the primary dwelling unit. This bill further narrows the impact fee on an ADU to be based only on the area in excess of 750 square feet of interior livable space for up to 2 accessory dwelling units.
Result: Signed by the Governor, Chaptered on 9/29/2026

SB 1125 [Menjivar] Water Rate Assistance Program - SUPPORT
Establishes a program designed to provide water services from local agencies to low-income residents under authority of the State Water Resources Board and funded by the fund, state, or federal financial means.
Result: Vetoed by the Governor on 9/30/2026

SB 1153 [Caballero] Disaster preparedness: urban retail water suppliers and public water systems: wildfire – SUPPORT
Provides liability protections to water systems in connection with wildfire, as specified.
Result: Signed by the Governor, Chaptered on 9/29/2026

SB 1159 [Cabaldon] Artificial intelligence: transparency and governance – SUPPORT
Provides that for the purposes of the California Public Records Act, the Bagley-Keene Open Meeting Act, the Ralph M. Brown Act, the California Environmental Quality Act, the Administrative Procedure Act, the Legislative Open Records Act, and the California Coastal Act of 1976, the terms “person,” “interested person,” “participant,” “member of the public,” as applicable, and any other similar terms under each act referring to those who may engage with governmental agencies, do not include artificial intelligence (AI) systems, autonomous agents, robots, or other nonhuman entities, whether physical or digital.
Result: Signed by the Governor, Chaptered on 9/30/2026

SB 1203 [Smallwood-Cuevas] Security services – WATCH
Makes changes to law concerning the training of security guards.
Result: Signed by the Governor, Chaptered on 9/30/2026

SB 1244 [Allen] Public Agency Benefits Intermediary Compensation Disclosure Act – WATCH
Establishes disclosure requirements related to covered service providers, information, compensation, covered services, and other transparency to public agencies and governing bodies, in connection with health care employee benefits or health care benefits-related services.

CARPD: District Spotlight - emPOWERment Park







What happens when a community comes together around a shared vision?

That vision has become a reality with the opening of EmPOWERment Park which resides within the Mission Oaks Recreation & Park District, a unique new community destination that is already making an impact just weeks after opening.

From the beginning, the project was built on partnership. The Sacramento Parks Foundation played an important role in helping facilitate the development and construction of the park. The Sacramento Parks Foundation is a 501 (c) 3 and is comprised of four of our very own CARPD members, Arcade Creek, Arden Manor, Fulton-El Camino, and Mission Oaks Recreation and Park Districts. These districts work together to provide recreational services for the unincorporated portion of Sacramento County.

The Foundation helped open doors to grant opportunities and other resources that may not otherwise have been available. Its nonprofit status was instrumental in helping secure funding and moving the project from an idea toward reality.

The Foundation's involvement extended beyond funding. It also played an important role in the park's design and the development of the overall concept, helping transform the initial vision into a thoughtfully designed space for the community.

A Park Powered by Partnership

Another critical piece of the project came from Sacramento Municipal Utilities District (“SMUD”), whose donation of the land was essential to making the park possible. The

partnership provided an opportunity to transform the site into a vibrant public space while incorporating a unique connection to the property's history and surroundings.

Even the park's name, EmPOWERment, carries a double meaning—reflecting both the accessibility and empowering nature of the space while also serving as a nod to SMUD and the power lines that run overhead.

That theme is carried throughout the park. In an area designed for children ages 2 to 5, colorful faux houses are named after units of electricity—volts, ohms, watts, and amps. Interactive features include faux solar panels and buttons that activate sound effects and small lights. Nearby, a control panel introduces children to different energy sources, including nuclear, solar, coal, and hydroelectric power. The result is a space where play and learning come together in an imaginative and engaging way.

The Community Shows Up

Since opening nearly a month ago, the response from the community has been overwhelmingly positive. Weekend crowds have been particularly strong, with the park receiving significantly more use than initially anticipated. That level of activity has brought some unexpected challenges, particularly when it comes to maintenance and keeping up with the sheer volume of visitors.

Perhaps the most rewarding part has been seeing how quickly the community has embraced the new space. Families and residents are incorporating the park into their daily routines and weekend activities, creating exactly the kind of community connection the project was intended to foster. The strong turnout also reinforces the importance of investing in quality public spaces, places where people can gather, children can play, families can spend time together, and communities can connect.

From an Idea to a Place for Everyone

The story of EmPOWERment Park is ultimately a story about collaboration. SMUD's donation of the land, the Sacramento Parks Foundation's support with funding opportunities and design, the contributions of community partners, and the community's enthusiastic response each played a part in bringing the project to life.

EmPOWERment Park is more than a new park. It is an example of what can happen when organizations and community partners come together with a shared vision and a commitment to creating something lasting for the community.

For more on the new facility, please visit www.morpd.com/empowerment-park-now-open.

COMMUNITY SAFETY EVENT

Presented by the California Highway Patrol North Sacramento Area



Howe Park 2201 Cottage Way

October 22 | 4:00 PM-6:00 PM

- Learn important safety tips
- See a K9 demonstration and Mounted Unit
- Explore a fire truck and CHP vehicles
- Get fitted for a bike helmet

Impact Teen Drivers

FULTON-EL CAMINO RECREATION & PARK DISTRICT

Come out and join us!

WALK. BIKE. CONNECT.

This is not a program of the San Juan Unified School District and San Juan Unified School District accepts no liability or responsibility for this program.

FULTON-EL CAMINO RECREATION & PARK DISTRICT PRESENTS

HOWE PARK'S

FRIGHTFULLY FUN CARNIVAL

FREE ENTRY

CARNIVAL GAMES
PETTING ZOO
CANDY
COSTUME FUN & MORE!
TRAIN RIDE

OCT. 24

AT HOWE PARK

2201, COTTAGE WAY
SACRAMENTO, CA 95825

JOIN THE FUN 1PM - 4PM

FULTON-EL CAMINO
RECREATION & PARK DISTRICT

WWW.FECRPD.COM

916-927-3802

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