



Spreckels Veterans Memorial District
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday June 28, 2023 5:30 pm
 Spreckels Veterans Memorial Building, 5th & Llano, Spreckels, CA 93962

AGENDA

Agenda order may be adjusted by the Chair for purposes of meeting flow and to be respectful of the time concerns of guests present.

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. ROLL CALL & ESTABLISHMENT OF QUORUM:

Rick Magno, President
 Walan Chang, Vice-President
 David Kuhlmann, Director
 Saren Pierson, Secretary
 Shaheen Jorgensen, Director

4. PUBLIC COMMENTS: *At this time any person may comment on any item which is not on the agenda. Please state your name and address for the record. Action will not be taken on any item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on the next agenda. Board members may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of five (5) minutes. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the Board of Directors.*

5. APPROVAL OF MINUTES:

a. SVMD Regular Board Meeting June 7, 2023.

6. GENERAL MANAGER'S REPORT:

- a. Financial Reports November.
 1. Fund Balances as of 6/28/2023
 2. Budget FY 2022 FYTD to 6/28/2023
 3. Review of Deposits: County Fund 668 May [Period 11]
 4. Review of Deposits: Five Star General Checking June.

Spreckels Veterans Memorial District • P.O. Box 7266 • Spreckels, CA 93962
 Park & Veterans Memorial Building Rental (831) 597-1189 • District Business (831) 455-7855
 Email: spreckelsmd.main@gmail.com • www.spreckelsmd.specialdistrict.org

5. Review of Five Star Bank Statements/Reconciliations May 2023.
6. Review of Expenditures May 2023.

7. ACTION ITEMS: DISCUSSION AND POSSIBLE APPROVAL

- a. Transfer \$20,000.00 from County Fund 668 to Five Star General Checking.

8. USE REQUESTS:

9. FUNCTION RECAP:

10. CONTINUED BUSINESS:

- a. Kitchen Ovens Replacement.
- b. CORE Surveillance Video Security System and Network Update.
- c. 4th of July Celebration 2023.
- d. Behr Paints, Home Depot Volunteer Painting Veterans Memorial Building.
- e. Facility Manager Employment Agreement.
- f. Building Rental Contract Update.
- g. Park Landscape Maintenance Contract.
- h. Solicitations for New Ovens Use.
- i. Future Projects.

11. NEW BUSINESS:

- a. El Gabilan Tree Service: Estimate to remove 2 large cypress trees in annex with stump grinding \$4,350.00.
- b. Renew Spreckels School Parking Lot MOU.

12. REGULAR MONTHLY FACILITIES REPORTS:

- a. Review of Building/Equipment Inspection Report.
- b. Review of Park Operations and Safety Report

13. FUTURE AGENDA ITEMS:

- a. Budget FYE 6/30/2024.

14. ADJOURN REGULAR MEETING: Next meeting Wednesday August 2, 2023 5:30 PM.

2023 Meeting Dates: January 4, February 1, March 1, April 5, May 3, June 7, June 28, August 2, September 6, October 5, November 4, December 6.

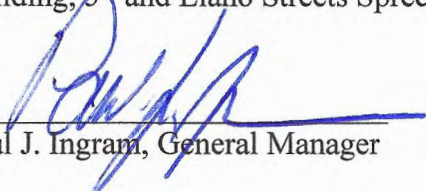
ADA COMPLIANCE

In compliance with the American Disabilities Act (ADA), disabled individuals requiring special accommodations to access, attend, or participate in District Board meetings, should contact the District Administrative Office, [831] 455-7855. To ensure that your request is granted please notify this office at least one business day prior to the scheduled public meeting.

In Compliance with Government Code section 54957.5, non-exempt writings that are distributed to a majority or all of the Board in advance of a meeting, may be viewed at Spreckels Veterans Memorial Building, 5th and Llano Streets, Spreckels, CA 93962, or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact the District during normal business hours. Email requests please use spreckelsmd.main@gmail.com.

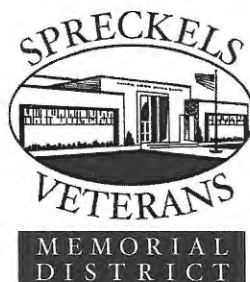
Certification

I, Paul J. Ingram, General Manager/Board Clerk for Spreckels Veterans Memorial District, do hereby declare that the foregoing agenda was posted at least (72) hours prior to the June 28, 2023 Regular Meeting of the District Board of Directors scheduled for 5:30 pm at Spreckels Veterans Memorial Building, 5th and Llano Streets Spreckels, CA 93962


Paul J. Ingram, General Manager

Date 6/22/2023

To download the full agenda packet, please go to www.spreckelsmd.specialdistrict.org and click on the meeting date. Click on the link to the agenda.



Spreckels Veterans Memorial District
MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday June 7, 2023 5:30 pm
 Spreckels Veterans Memorial Building, 5th & Llano, Spreckels, CA 93962

1. CALL TO ORDER:

The meeting was called to order by President Magno at 5:35pm.

2. PLEDGE OF ALLEGIANCE:

3. ROLL CALL & ESTABLISHMENT OF QUORUM:

Rick Magno, President
 Walan Chang, Vice-President
 David Kuhlmann, Director
 Saren Pierson, Secretary
 Shaheen Jorgensen, Director

Present: Magno, Chang, Kuhlmann, Pierson, Jorgensen

Absent: None

QUORUM ESTABLISHED

4. PUBLIC COMMENTS:

5. APPROVAL OF MINUTES:

- a. SMD Regular Board Meeting April 5, 2023.

Motion to approve [Jorgensen] 2nd [Chang].

Ayes: Magno, Chang, Kuhlmann, Jorgensen

Noes: None

Abstain: Pierson

MOTION CARRIED

- b. SMD Regular Board Meeting May 10, 2023.

Motion to approve [Jorgensen] 2nd [Pierson].

Ayes: Chang, Pierson, Jorgensen

Noes: None

Abstain: Magno, Kuhlmann

MOTION CARRIED

- g. Park Landscape Maintenance Contract.
- h. Future Projects.

11. NEW BUSINESS:

- a. Solicitations for New Oven Use.

Food truck vendor who is a veteran offered proposal to use kitchen for his weekly prep. Benefit to Memorial Building operations will be explored.

12. REGULAR MONTHLY FACILITIES REPORTS:

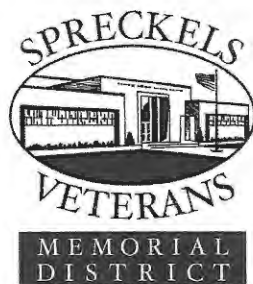
- a. Review of Building/Equipment Inspection Report.
- b. Review of Park Operations and Safety Report

13. FUTURE AGENDA ITEMS:

14. ADJOURN REGULAR MEETING: Next meeting Wednesday June 28, 2023 [Tentative] 5:30 PM.

The meeting was adjourned at 6:45 pm.

2023 Meeting Dates: January 4, February 1, March 1, April 5, May 3, June 7, June 28, August 2, September 6, October 5, November 4, December 6.



SPRECKELS VETERANS MEMORIAL DISTRICT FUND BALANCES AS OF 6/28/2023

COUNTY FUND 668	\$ 182,198.10
FIVE STAR GENERAL CHECKING	\$ 18,198.10
FIVE STAR PAYROLL CHECKING	\$ <u>53.88</u>
 TOTAL	 \$ 200,839.67

Spreckels Veterans Memorial District
 Adopted Budget FYE 6/30/2023 FYTD to 6/28/2023

Income	Budget	FYTD	Remaining	Percent
July 4th	\$10,000.00	\$15,078.33	-\$5,078.33	150.78%
Memorial Building & Park rent	\$35,000.00	\$46,980.00	-\$11,980.00	134.23%
Sub Total	\$45,000.00	\$62,058.33	-\$17,058.33	137.91%
Property Tax	\$235,000.00	\$249,242.13	-\$14,242.13	106.06%
Special Assessment	\$44,500.00	\$43,862.71	\$637.29	98.57%
Interest on Pooled Investments	\$1,000.00	\$2,298.26	-\$1,298.26	229.83%
Sub Total	\$280,500.00	\$295,403.10	-\$14,903.10	105.31%
Total Income	\$325,500.00	\$357,461.43	-\$31,961.43	109.82%
Expense				
Salaries				
Pay Roll Expenses	\$100,000.00	\$104,279.07	-\$4,279.07	104.28%
Employee Benefits				
Workers Comp	\$2,500.00	-\$274.41		-10.98%
Total Salary and Benefits	\$102,500.00	\$104,004.66	-\$1,504.66	101.47%
Operations Budget				
4th of July	\$10,000.00	\$9,217.82	\$782.18	92.18%
Professional Services				
Audits	\$1,000.00		\$1,000.00	0.00%
Administration Fees	\$3,000.00	\$3,074.00	-\$74.00	102.47%
Advertising	\$1,000.00	\$885.80	\$114.20	88.58%
Legal Services	\$2,000.00	\$761.80	\$1,238.20	38.09%
Parcel Management	\$3,875.00	\$3,850.00	\$25.00	99.35%
Bank Fees	\$0.00	\$48.95	-\$48.95	#DIV/0!
Property Tax	\$450.00	\$464.22	-\$14.22	103.16%
Sub Total	\$11,325.00	\$9,084.77	\$2,240.23	80.22%
Education				
Board and Staff Education	\$800.00	\$80.00	\$720.00	10.00%
Dues and Subscriptions	\$2,500.00	\$2,676.93	-\$176.93	107.08%
Sub Total	\$3,300.00	\$2,756.93	\$543.07	83.54%
MAINTENANCE				
Building Materials	\$1,500.00	\$1,242.39	\$257.61	82.83%
Electrical Repairs Hall	\$1,000.00		\$1,000.00	0.00%
Electrical Repairs Park	\$4,000.00	\$3,605.38	\$394.62	90.13%
Equipment Purchase	\$25,000.00	\$84,256.07	-\$59,256.07	337.02%
Equipment Rental	\$1,000.00	\$150.72	\$849.28	15.07%
Power Equipment Repairs	\$500.00	\$75.00	\$425.00	15.00%
Plumbing Repairs Hall	\$250.00	\$410.00	-\$160.00	164.00%

Spreckels Veterans Memorial District
Adopted Budget FYE 6/30/2023 FYTD to 6/28/2023

Plumbing Repairs Park	\$12,000.00	\$11,325.00	\$675.00	94.38%
HVAC	\$2,000.00	\$4,107.13	-\$2,107.13	205.36%
Equipment Maint & Repairs Hall	\$3,000.00	\$7,167.99	-\$4,167.99	238.93%
Equipment Maint & Repairs Park	\$1,000.00	\$992.03	\$7.97	99.20%
Sprinkler Supplies	\$1,000.00	\$1,035.81	-\$35.81	103.58%
Sprinkler System Repairs	\$2,000.00	\$4,280.00	-\$2,280.00	214.00%
Park Plants	\$1,000.00	\$69.88	\$930.12	6.99%
Fuel	\$1,200.00	\$1,368.33	-\$168.33	114.03%
Pest Contol	\$400.00	\$390.00	\$10.00	97.50%
Landscape Maintenance Contract	\$25,500.00	\$27,255.00	-\$1,755.00	106.88%
Tree Maintenance	\$4,000.00	\$4,400.00	-\$400.00	110.00%
Turf Treatment	\$6,500.00	\$4,640.00	\$1,860.00	71.38%
Water Treatment	\$1,400.00	\$1,361.42	\$38.58	97.24%
Sub Total	\$94,250.00	\$158,132.15	-\$63,882.15	167.78%
Utilities				
PG&E Park	\$4,000.00	\$2,443.03	\$1,556.97	61.08%
PG&E Hall	\$18,000.00	\$21,230.13	-\$3,230.13	117.95%
Water / Park	\$20,000.00	\$15,705.73	\$4,294.27	78.53%
Water / Hall	\$4,000.00	\$3,364.49	\$635.51	84.11%
Sewer	\$2,000.00	\$2,394.34	-\$394.34	119.72%
Telephone and Internet	\$4,000.00	\$5,035.50	-\$1,035.50	125.89%
Sub Total	\$52,000.00	\$50,173.22	\$1,826.78	96.49%
Supplies				
Janitorial Supplies	\$4,000.00	\$5,979.36	-\$1,979.36	149.48%
Sub Total	\$4,000.00	\$5,979.36	-\$1,979.36	149.48%
Office/Operating Expenses				
Office Supplies	\$800.00	\$1,194.95	-\$394.95	149.37%
Office Equipment	\$100.00	\$580.23	-\$480.23	580.23%
Post Office Box	\$250.00	\$248.00	\$2.00	99.20%
Website	\$600.00		\$600.00	0.00%
Postage and Delivery	\$60.00	\$123.00	-\$63.00	205.00%
Sub Total	\$1,810.00	\$2,146.18	-\$336.18	118.57%
Insurance				
General Liability / Property Insurance	\$11,000.00		\$11,000.00	0.00%
Sub Total	\$11,000.00	\$0.00	\$11,000.00	0.00%
Total Operations	\$290,185.00	\$341,495.09	-\$51,310.09	117.68%
Capital Expense				
Building	\$75,000.00		\$75,000.00	0.00%
Park	\$60,000.00		\$60,000.00	0.00%
Sub Total	\$135,000.00	0	\$135,000.00	0.00%
Emergency Reserve	-\$99,685.00			
Total Expense	\$325,500.00	\$341,495.09	(\$15,995.09)	104.91%

Fund 668 - Spreckels Memorial District
 Account Type Liability
 BSA/Obj/Rev B-2530 - Assets Held as Agency for Others
 Sub BSA/Obj/Rev 4010 - Current Secured

Transaction ID	Jrnl Doc Ref (Code,Dept,ID)	Transaction Date	Description	Beginning Balance	Debits	Credits	Ending Balance
					0.00	0.00	
Total for Sub-BSA 4010 - Current Secured				(2,321,003.82)	0.00	0.00	(2,321,003.82)

Sub BSA/Obj/Rev 4015 - Current Unsecured

Transaction ID	Jrnl Doc Ref (Code,Dept,ID)	Transaction Date	Description	Beginning Balance	Debits	Credits	Ending Balance
					0.00	0.00	
Total for Sub-BSA 4015 - Current Unsecured				(92,145.24)	0.00	0.00	(92,145.24)

Sub BSA/Obj/Rev 4025 - Prior Secured

Transaction ID	Jrnl Doc Ref (Code,Dept,ID)	Transaction Date	Description	Beginning Balance	Debits	Credits	Ending Balance
JV,1110,PTAX38_23_PRSEC		05/05/2023	Prior Secured - Mar-Apr 2023		0.00	(116.72)	
Total for Sub-BSA 4025 - Prior Secured				(41,255.96)	0.00	(116.72)	(41,372.68)

Sub BSA/Obj/Rev 4030 - Prior Unsecured

Transaction ID	Jrnl Doc Ref (Code,Dept,ID)	Transaction Date	Description	Beginning Balance	Debits	Credits	Ending Balance
					0.00	0.00	
Total for Sub-BSA 4030 - Prior Unsecured				(852.82)	0.00	0.00	(852.82)

Sub BSA/Obj/Rev 4035 - Current Supplemental

Transaction ID	Jrnl Doc Ref (Code,Dept,ID)	Transaction Date	Description	Beginning Balance	Debits	Credits	Ending Balance
					0.00	0.00	

Deposit Summary

Spreckels Memorial District

Summary of Deposits to Five Star General Checking on 06/06/2023

Chk No.	PmtMethod	Rcd From	Memo	Amount
		Rock Solid Jade	Deposit	500.00
		Past Tool Collectors	Building Rent	650.00
		Jeff Green	Buidling Rent	800.00
		Dreama Sanchez	Building Rent	1,500.00
		Toro Bulls Football	Building Rent	200.00
		Sign With Us 3	Building Rent	260.00
Less Cash Back:				
Deposit Total:				3,910.00

Deposit Summary

Spreckels Memorial District

Summary of Deposits to Five Star General Checking on 06/26/2023

Chk No.	PmtMethod	Red From	Memo	Amount
		PayPal	4th of July Vendor Fees	7,032.62
Less Cash Back:				
Deposit Total:				7,032.62



Facility Rental Agreement

Date of Function:	_____	Lessee's Full Name:	_____
Type of Function:	_____	Organization Name:	_____
# of Attendees:	_____	Address:	_____
# of Security Guards:	_____	City:	_____
Start and End Times:	_____	Phone #:	_____

This RENTAL AGREEMENT is made and entered into between the Spreckels Memorial District (SMD), referred to as "LESSOR" in this agreement, and _____, referred to as "LESSEE" in this agreement. Lessor will be represented by the Facility Manager or other staff.

Lessor, in consideration of the rentals, covenants, and agreements provided in this agreement on the part of the Lessee to pay, keep and perform leases to Lessee certain facilities and equipment located on the premises of the Spreckels Veterans Memorial Building (SVMB) located at Fifth Street and Llano Avenue in Spreckels, California. "Premises" includes all areas managed by the SMD, including but not limited to, the SVMB, lawns, parks, and parking lot. It is mutually agreed between the Lessor and Lessee that:

1. PAYMENTS. Payments of all rental fees, damage deposits, security service fees, and the performance as provided herein shall be precedent to Lessee's right to occupy and use the premises, facilities, and equipment.

- A. **Facility Rental Fee.** As a rental fee, Lessee agrees to pay Lessor the sum of \$ _____. One-half of said fee shall be payable upon execution of this agreement, or within five business (5) days of the approval of this agreement by the Board of Directors of the Spreckels Memorial District. The balance of the rental shall be paid no later than ten (10) business days prior to the approved function date. If Lessee cancels the agreement more than sixty calendar (60) days prior to start of the rental term, the deposit shall be returned and this contract will be null and void. If Lessee cancels agreement less than sixty calendar (60) days prior to start of the rental term, the deposit shall be retained by the Lessor until the building is rented to others for the same term as provided herein, in which case the deposit shall be returned to Lessee. If the building is not rented for said term, the deposit shall be retained by the Lessor for the lost rental. Lessee
- B. **Damage Deposit.** Lessee agrees to pay a deposit against loss or damage, arising from the rental covered under this agreement, to any facility or equipment located on premises, whether listed in this agreement or not, in the sum of \$ _____. All breakage, loss, or damage to Lessor property, whether accidental or not, during or in conjunction with the use of the building under this agreement shall be the responsibility of the Lessee. Lessee agrees to hold Lessor harmless from all said loss and damage. In the event of loss or damage from the use covered by this agreement, the replacement cost of any loss or the actual cost of repair for any damages to premises, facilities or equipment shall be

deducted from the damage deposit and balance shall be returned to Lessee by the Lessor. Lessee further agrees that any such loss or damage in excess of the deposit made shall be paid by Lessee within five (5) business days of receiving the loss and/or damage statement of costs. Failure to comply with the rules of the SMD may be considered a loss or damage. Any extra cleaning necessitated by the activities of Lessee or Lessee's guests will be charged at a rate of \$75.00 per cleaner per hour. [REDACTED] Lessee

- C. **Equipment Rental.** Lessee agrees to pay rental and usage fees for equipment listed below in the sum of \$ _____, subject to the same payment terms as the Facility Rental Fee. [REDACTED] Lessee
- D. **Security Guards.** Lessee is required to retain no less than one (1) security guard per fifty (50) people for the full duration of the event. For any underage functions, Lessee is required to retain one (1) security guard per forty (40) people. Security services must be retained from a list of pre-approved agencies maintained by the Facilities Manager. Final approval for the event is contingent on Lessee submitting a copy of the signed contract. [REDACTED] Lessee
- E. **Chaperones.** Any youth organization or group made up principally of minors shall be chaperoned by not fewer than one (1) adult per twenty (20) minors. [REDACTED] Lessee
- F. **Bar Services.** Lessee must make arrangements directly with the V.F.W. Bar Manager for bar services. All persons are subject to an I.D. check before being served. Any violations of the alcohol policy will result in immediate removal from the premises and the forfeiture of all fees and deposits. [REDACTED] Lessee

2. **CONDITIONS OF THE PREMISES:** Lessee agrees to inspect the premises and equipment with the Facilities Manager or his/her representative immediately prior to use of facilities and acknowledge that said premises and equipment are in good condition and repair. Lessee further agrees, at the expiration of the rental term or earlier termination, to surrender the premises and equipment to the Lessor in as good condition and repair as when received, except for reasonable use.

3. **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign this rental agreement or any interest therein or sublet the premises or any part thereof, without first obtaining the written consent of the Lessor.

4. **USE OF THE PREMISES.** This agreement limits use of the premises solely for the agreed purpose of _____ . Any other activities void this agreement and Lessee will be subject to immediate removal from the premises and forfeiture of all fees and deposits.

- A. **Usage Request.** Any person or group desiring to use the SVMB shall make a written request no later than the regular monthly meeting preceding the requested date of use to the SMD Board of Directors, who will notify said person or group of the conditions under which said use may be made. Requestors must appear at the Facility Manager's office within seven (7) calendar days to sign a standard contract and place a deposit in accordance with Facility Rental Fee terms above.
- B. **Occupancy.** The maximum number of people occupying the SVMB shall be limited to **220** for dinners, receptions, or events with dancing, or **250** if there is no dancing. Lessee is responsible for maintaining these limits and cooperating with security services in all security matters. The number of occupants includes all persons, whether guests, musicians, caterers, or other person.
- C. **Security And Safety.** Security cameras are in use throughout the premises. The Lessor or its representative shall have full access to and control of the building at all times. Upon entering the

building, all persons are subject to search and seizure of any contraband. In the event any condition arises and persists because of the Lessee's event before or during the rental terms of this agreement which, at the sole determination of the security agency, endangers the public safety, all persons occupying the premises under the Lessee shall vacate the premises in a prompt and orderly manner. All rights of Lessee shall terminate immediately, and Lessee shall forfeit all fees and deposits. [REDACTED] Lessee

- D. **Facility Property.** No Lessor property may be removed from the premises without Lessor's prior written approval.
- E. **Closing.** The building must be cleared of all occupants at the agreement's closing time, which shall be no later than midnight. **All music, dancing, entertainment, and bar service shall cease thirty (30) minutes prior to closing time to facilitate clearing and cleaning of the building.**

5. **COMPLIANCE WITH LAWS:** Lessee shall observe and comply with and perform and execute all federal, state, county, and special district statutes, ordinances, rules, regulations, and laws, as well as the orders of any public authority or officer which in any way affect, relate to, or are applicable to the leased premises or the use or occupation of the premises, and Lessee agrees to indemnify Lessor and hold Lessor harmless from the results of any infringement or violation of any statute, ordinance, rule, regulation, law, or order by Lessee, any employee of Lessee, person under contract to Lessee, or any person in or on the leased premises with the explicit or implied consent of Lessee. [REDACTED] Lessee

6. **COMPLIANCE WITH RULES AND REGULATIONS GOVERNING THE SPRECKELS VETERANS MEMORIAL BUILDING:** Lessee shall observe and comply with and perform and execute all rules and regulations governing the Spreckels Veterans Memorial Building listed below. **Failure to comply may result in full or partial withholding of cleaning deposit.** [REDACTED] Lessee

- A. **Kitchen.** If use of the kitchen is part of the agreement, use may begin up to four (4) hours prior to the start of the dinner, subject to building and Facility Manager availability. All counters and appliances (stoves, ovens, refrigerator, etc.) shall be wiped clean, the refrigerator emptied of all food & beverages, and all trash and debris removed. Kitchen will be cleaned and closed one hour prior to end of event, but not later than 10 p.m. [REDACTED] Lessee
- B. **Restrooms.** Lessee has a non-exclusive right to restrooms for the duration of their event. Lessee will notify Facilities Manager of any supply shortages promptly. Lessee will be assessed a minimum two (2) hour cleaning fee for any body waste (e.g., vomit, feces, etc.) found outside of toilets. Wastebaskets in all bathrooms shall be emptied at the end of the event. [REDACTED] Lessee
- C. **Exterior area.** No minor children are to be outdoors without their parents present. No loitering, playing, climbing, or horseplay permitted anywhere on the premises. [REDACTED] Lessee
- D. **Parking Lot.** Lessee has a non-exclusive right to use the SVMB parking lot for duration of their event for guest parking. Attendees may park in the lot or along the public street in a manner that does not block alleys or driveways. No activities other than parking or unloading are permitted.
- E. **Garbage.** Waste and recyclables from the entire facility, including bathrooms, must be placed in the dumpster outside of the kitchen or removed from the premises.
- F. **Floors.** The floors shall be swept clean with brooms and/or mopped. Any spills, scuffs, marks, should be immediately cleaned up with cloth, paper or other appropriate method, and a dampened towel used for

sticky spills. Because the floors are genuine wood, shoes with non-marking sole are highly recommended. To minimize damage, Lessee must notify the Facilities Manager promptly of any spills that may leave residue or stains. [REDACTED] Lessee

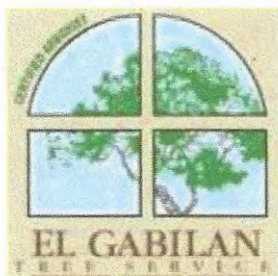
- G. **Walls.** The cost to repair any damage to the walls from activities or decorations will be deducted from the damage deposit.
- H. **Contracted services** – Lessee is responsible for ensuring that any contracted services (e.g., band, DJ, caterer, etc.) are aware of and in compliance with all regulations. [REDACTED] Lessee
- I. **Decorations.** Decorating prior to event rental time may be permitted, subject to building and Facility Manager availability, for no more than four (4) hours. Decorations may be attached to the walls with **blue painter's tape only**. Staples, thumbtacks, pushpins, nails, packaging tape, scotch tape, etc. are NOT permitted. **Highly flammable decorations, confetti, rice, rocks, sand, gravel, pinatas, etc. and items containing glitter are prohibited** on SMD property. Use of any prohibited items will be considered damage to the facility if used; cleaning and/or repair costs will be charged to Lessee. All decorations shall be removed from the premises. Any signage placed in town shall be removed. [REDACTED] Lessee
- J. **Furniture.** Any movement of furniture shall be in a manner that protects the building, especially the floors and walls. Tables and chairs may not be rearranged once the event begins. Furniture may not block or impede full use of any doorway, hallway, exit, or stairway. Furniture shall be returned to their storage area unless Facility Manager directs otherwise.
- K. **Music.** Per Monterey County Code Chapter 10.60, amplified music shall be restricted to no louder than eighty-five (85) decibels before 9:00 p.m. and sixty-five (65) decibels after 9:00 p.m. Noncompliance will result in immediate termination of event and forfeiture of deposit. No audio or electronic equipment is included in the use of the facility unless specifically listed in the agreement. [REDACTED] Lessee
- L. **Alcohol.** **The handling, dispensing, serving, and consuming of alcoholic beverages in any form must be in strict compliance with and as prescribed by law. No alcohol shall be consumed on SMD property outside of the building. Persons under twenty-one (21) are not permitted to sit or loiter in the vicinity of the bar. Violations of alcohol laws shall be grounds for immediate termination of this agreement and forfeiture of all fees and deposits.** [REDACTED] Lessee
- M. **Smoking.** In compliance with state and local laws, smoking and the use of any tobacco products are prohibited on SMD premises, both indoors and outdoors, at any time. The term "Smoking" includes inhaling, exhaling, burning, or carrying any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, electronic smoking device, or any plant product intended for human inhalation. Any smoking violation shall be grounds for immediate termination of this agreement and forfeiture of all fees and deposits. [REDACTED] Lessee
- N. **Illicit drugs.** In compliance with state and local laws, possession and consumption of illicit drugs are prohibited on SMD premises. Any illicit drug violation shall be grounds for immediate termination of this agreement and forfeiture of all fees and deposits. [REDACTED] Lessee
- O. **Animals.** Service dogs, as defined under the Americans with Disabilities Act, are permitted in the building, and must be harnessed, leashed, and under control at all times. Urination, defecation, or other damage to property shall be grounds for immediate removal and liability for damage cleanup/repair costs. No other animals of any kind are permitted in the facility without Lessor's prior written approval.

SPRECKELS VETERANS MEMORIAL BUILDING RENTAL RATES
As of July 1st, 2023

FACILITY	NON-RESIDENT RATE	RESIDENT RATE
Banquet Room and Auditorium	\$1800	\$900
Auditorium Only	\$1000	\$500
Banquet Room Only	\$ 900	\$450
Loss, Damage and Cleaning Deposit	\$1000	\$500
Meeting Room (4 hours/half day)	\$ 200	\$100
Pre-Event Setup	\$ 40/hour	\$ 20/hour

Resident Rate Policy:

1. Resident must sign rental contract and pay all fees.
2. Resident must be present at event.
3. Non-compliance with all federal, state, county, and special district statutes, ordinances, rules, regulations, and laws, including SMD policies, as well as the orders of any public authority or officer will result in ineligibility for Resident Rate discount for future events.



Craig Campbell, Owner
 Certified Arborist WC-5967
 Bonded and Insured (P.L. and P.D.)
 State Contractors License Number 570104
 (831) 771-9751 (Salinas) (831) 375-1475 (Monterey)
 1172 South Main St. #223, Salinas, CA 93901
 elgabilantreeservice@hotmail.com www.elgabilantreeservice.com



ESTIMATE		
Name SPRECKELS MEMORIAL DIST.	Date 6-3-23	
Phone 1	Phone 2	Fax
Address SPRECKELS PARK		
DESCRIPTION OF WORK PERFORMED		

2 LARGE MONTEREY CYPRESS TREES / REMOVE TREES

(C/O THIRD ST AND LLANO AVE)

Trees:

- 1) Cut trees down to near grade level.
- 2) Chip brush, clean up and haul debris.
- 3) Cut up wood into manageable lengths and haul.

Stumps:

- 1) Grind out stumps and main root crown area.
- 2) Fill in holes with mulch, haul away excess mulch.

Labor & Hauling = \$4,350.00

SMD Landscaping Contract

This Contract for Landscaping Services is made effective as of **June 28, 2023**, for the term of **one year**, by and between Spreckels Memorial District ("SMD"), address P.O. Box 7266, Spreckels, California 93962, and Clarke's Turf and Water (Clarke's"), address 18939 Vierra Canyon Rd., Salinas, California 93907. This contract terminates on June 28th, 2024, unless continued by mutual agreement submitted in writing as an addendum to this contract.

DESCRIPTION OF SERVICE AREAS:

Area (1): Spreckels Memorial Park and Annex

Area (2): Spreckels Veterans Memorial Building 90 Fifth St.

DESCRIPTION OF SERVICES:

Included in Contract price:

Each Thursday of every week weather permitting; **(1)** Mow lawns **(2)** Edge and trim grass areas **(3)** Blow and/or remove debris from sidewalks and courts **(4)** Spot spray weed control chemical **(5)** Check irrigation system components performance, clean nozzles / spray heads as needed, and make minor repairs / replacements as needed at cost of parts **(6)** Keep lawn grates and utility hatch covers free of grass and debris for easy access **(7)** Remove dead plants from sidewalks, paved areas, and tree wells **(8)** Maintain a weed abatement program sufficient to prevent undesired weeds / plants {such as Burr Clover and Fox Tail} from populating the lawns, garden beds, and hardscaped areas **(9)** Maintain the edging and shape of the Baseball Field Diamond **(10)** Provide the Business Manager with a Material Safety Data Sheet for all chemicals used in the areas of service **(11)** Provide the Business Manager with the names of all employees working on the premises

Additional cost per service items:

Labor, services, or equipment purchase /repair that are outside the scope of the above outlined contract services shall be preapproved by the Business Manager

SCOPE OF WORK: Clarke's shall provide all labor, materials, and hand tools to do the above described Landscaping Services. SMD will provide and maintain the mower(s), edger and blades, string trimmer(s) and trimmer line, blower(s), and fuel.

INVOICES: Invoices for the previous month's work shall be received by the SMD Business Manager by the last Friday of that month. Charges for work above the base Contract amount shall be detailed in description for approval by the Business Manager.

PAYMENT: Payment for the previous month's work shall be approved at the next regular monthly meeting of the SMD Board Of Directors, which is the first Wednesday of each month. Check for payment will be issued at the meeting or mailed within (7) business days of the regular monthly meeting. For the months of November, December, January, and February, the payment amount shall be **\$620.00 per week**. For the months of March through October, to accommodate Item (8)- Weed abatement program- in the above DESCRIPTION OF SERVICES, an additional **\$750.00 per month** is pre-approved for dispersal in the months deemed necessary by Clarke's for complete chemical treatments to fulfill desired weed abatement results as specified by the SMD Board.

In addition to any other right or remedy provided by law, if SMD fails to pay for the contracted services when due, Clarke's has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek legal remedies.

PERMITS: Clarke's shall apply for and obtain such permits and regulatory approvals as may be required by local County government. The cost thereof shall be included as part of the payment to Clarke's under this contract.

INSURANCE: Clarke's shall maintain general liability and worker's compensation insurance. A Certificate of Insurance shall be sent to SMD **30 days** before the annual contract renewal date.

CANCELLATION OF CONTRACT: This Contract may be terminated by either party upon written notice with 30 days of the expiration of the current year's term, or with 30 days by mutual agreement of both parties.

WARRANTY: Clarke's shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Landscaping Services which meet generally acceptable standards in Clarke's community and region, and will provide a standard of care equal to, or superior to care used by service providers similar to Clarke's on similar projects/tasks.

DEFAULT: The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

- d. The failure to make available or deliver the Landscaping Services in the time and manner provided for in this Contract.

REMEDIES: In addition to any and all rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such a notice shall have **10 days** from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the termination of this Contract.

FORCE MAJEURE: If performance of the Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, wars, strikes, lock outs, or work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform within reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

DISPUTE RESOLUTION: The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved through negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek another form of resolution in accordance with any other rights and remedies afforded to them by law.

ENTIRE AGREEMENT: This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY: If any provision of this Contract is held to be invalid or unenforceable for any reason, the remaining provision will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT: This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW: This Contract shall be construed in accordance with the laws of State of California.

NOTICE: Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one party may have furnished to the other in writing.

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WAIVER OF CONTRACTUAL RIGHT: The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

SIGNATORIES: This Agreement shall be signed by the Board President on behalf of SMD and behalf of Clarke's by Davis Clarke, Owner and effective as of the date first written above.

This Landscaping Contract is executed and agreed to by:

David Clarke, Owner

Rick Magno, SMD President

Date

Date