

HONEY LAKE VALLEY RECREATION AUTHORITY

GOVERNING BOARD

BRIAN WILSON, PRESIDENT
JIM CHAPMAN, VICE PRESIDENT
KATHIE GARNIER, BOARD MEMBER
DAVID MESERVE, BOARD MEMBER
TOM HAMMOND, BOARD MEMBER

STAFF

JARED G. HANCOCK, EXECUTIVE OFFICER
HEIDI WHITLOCK, SECRETARY
NANCY CARDENAS, TREASURER
DIANA WEMPLE, AUDITOR

**HONEY LAKE VALLEY RECREATION AUTHORITY
GOVERNING BOARD MEETING**

City Council Chambers
66 North Lassen Street, Susanville, CA 96130

November 15, 2016 - 3:00 p.m.

Addressing the Board

- Any person desiring to address the Board shall first secure permission of the presiding officer.
- Matters under the jurisdiction of the Board, and not on the Agenda, may be addressed by the public at a time provided in the Agenda under Public Comment
- The Board of Directors will not take action on any subject that is not on the Agenda

1 CALL TO ORDER

2 ROLL CALL BOARD OF DIRECTORS

3 AGENDA APPROVAL

4 APPROVAL OF MINUTES: Approval of minutes from the September 20, 2016 and October 11, 2016 and October 25, 2016 meetings.

5 CORRESPONDENCE: None.

6 PUBLIC COMMENT

(any person may address the Board at this time to comment on any subject not on the agenda. However, the Board may not take action other than to direct staff to agendize the matter at a future meeting.)

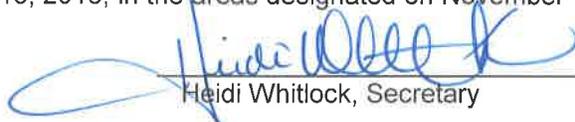
7 MATTERS FOR BOARD CONSIDERATION:

- A. Reimbursement to City for Administrative Services
- B. Consider Adoption of Resolution No. 16-06 – Lease Agreement with City
- C. Consider Adoption of Resolution No. 16-07 – Change Order #4 with Modern Building Inc.

8 BOARD MEMBER ISSUES/REPORTS:

- ***The next regular meeting to be held on December 20, 2016 at 3:00 p.m.***

I, Heidi Whitlock, certify that I caused to be posted notice of the regular meeting scheduled for November 15, 2016, in the areas designated on November 11, 2016.


Heidi Whitlock, Secretary

Submitted By: Heidi Whitlock, Secretary

Action Date: November 15, 2016

AGENDA ITEM

SUBJECT: Minutes of the HLVRA September 20, 2016, October 11, 2016 and October 4, 2016 meetings.

SUMMARY: Attached for the Board's review are the minutes of the HLVRA meetings.

FISCAL IMPACT: None.

ACTION REQUESTED: Motion to waive oral reading and approve minutes of HLVRA September 20, 2016, October 11, 2016 and October 4, 2016 meetings.

ATTACHMENTS: Minutes: September 20, 2016
October 11, 2016
October 25, 2016

**HONEY LAKE VALLEY RECREATION AUTHORITY
GOVERNING BOARD MEETING
Special Meeting Minutes
September 20, 2016 – 3:00 p.m.
City Council Chambers 66 North Lassen Street Susanville CA 96130**

Meeting was called to order at 3:00 p.m. by President Wilson.

Roll Call of Board of Directors present: Dave Meserve, Kathie Garnier, Tom Hammond, Jim Chapman and Brian Wilson.

Staff Present: Jared G. Hancock, Executive Officer, Gwenna MacDonald, Secretary and Ian Sims, Project Manager.

APPROVAL OF AGENDA: Motion by Board member Garnier, second by Board member Meserve, to approve the agenda as posted; motion carried unanimously.

2 APPROVAL OF MINUTES: None.

3 PUBLIC COMMENT:

Tony Jonas asked for clarification regarding the maximum capacity numbers for the bath house and swimming pool.

Mr. Hancock expressed concern that because it was a special meeting, comments were limited to items on the agenda. It would be appropriate to consider Mr. Jonas's question under Item 4C – Proposed Pool Design Revisions and Estimated Costs.

Board member Chapman distributed old swimming pool flotation devices that had been in his possession.

4 MATTERS FOR BOARD CONSIDERATION:

4A Pool Budget Projection

Mr. Hancock reviewed information related to the current revenue and expenses for the JPA. The current balance is \$2,543,000 with anticipated revenue of \$80,000 to be received from the County, which brings the total to \$2,623,000. There is \$2.4 million remaining in the building contract and that is including the estimated administration costs through June 30, 2017. He clarified that the Pennies for Pool funds are not included in the revenue estimate.

Board member Hammond requested confirmation that there was approximately \$25,000 in that fund.

Mr. Hancock responded that it was approximately that amount.

Eileen Spencer asked what the estimated cost for signage would be, as she and her husband are prepared to make a personal donation for the costs of signage for the facility.

Phil Strawn, Project Manager, Modern Building Company stated that if the sign is purchased, they would be able to hang it before they leave.

President Wilson stated that \$149,000 does not include furniture, fixtures or start-up costs and he is concerned that the JPA does not get ahead of itself in budgeting.

4B Necessary Pool Operation Items

Mr. Hancock explained that the primary reason for scheduling the special meeting was to consider items for the facility that may not be included in the plan. It is easier to add or include additional items or features at this stage than to include them after the construction is underway. There were items pulled from the project in order to achieve cost saving, however some items are required for operation. With consideration to the opportunities to utilize inmate labor, obtain grant funding for fixed cost items such as pool timing equipment, the JPA can review those items that they

would like to include. Mr. Hancock added that the conduit for the pool timing equipment has been included in the design so it would be something that could easily be added later.

Mr. Sims reviewed some of the costs that cannot be waived, such seismic permit fees, which are mandated by the State, phone data cabling costs. He referred to items in the second table that are opportunities for cost savings, such as Frontier willing to waive fees for installation of phone lines, or the benches and signs at the bus stop. The county will provide signage, purchase the bench, and Modern Building Co. will design the pad around the bus stop.

Board member Garnier asked if there was going to be a cover over the bench or if it would be uncovered.

Eileen Spencer advised the JPA of the difficulty in dealing with Transportation, and discussed how she continually lobbied to have the bus stop installed at Walmart as a covered kiosk. They will comply, but you have to keep asking. It seems reasonable to request that they make the improvement for their own bus stop, and she offered to donate the bench.

President Wilson stated they are talking about a bench in a parking lot, and that would be on private property. He questioned the estimated cost for the bench.

Board member Chapman stated that three of the Transportation Commissioners are seated on the JPA, so it is not unreasonable to expect that cooperation could be achieved in installing the bench on property that is a public facility.

Ms. Spencer responded that she wished it were that simple, as the kiosk at Walmart took over a year to make happen.

Board member Chapman stated that there were a number of contributing factors to the delay regarding putting the additional stop at Walmart, and the installation was not necessarily based on the effort put forth by Ms. Spencer.

President Wilson requested that Board member Garnier facilitate having the item scheduled for consideration on the next Transportation agenda.

Board member Chapman stated that if it were possible that the bus stop was something that another agency could purchase, he would prefer that to a private donation that could be utilized on other items.

Mr. Hancock stated that the design process will include JPA staff and Modern Building conducting an outreach to the Transportation Commission to determine the type of facility that they will require, and whether the bench could be covered or uncovered. It was considered that having an uncovered bench would be acceptable if there was available room in the waiting area of the facility that passengers could use in the event of inclement weather. It is important to determine the requirements at this stage because the design has changed and it might be more beneficial to have a stand-alone covered area, which would require a larger concrete pad and how does that affect the budget.

Mr. Strawn stated that it may be a bit more for the concrete costs to install a covered parking kiosk in lieu of a bench.

Board member Chapman stated that he was in favor of a larger pad to allow for the installation of a covered bus stop, and the JPA might as well plan for that up front.

Mr. Sims asked if the Board wanted to deviate from the list or look or alternatives.

President Wilson responded that he would like to see numbers on computers, and a list of things that the facility absolutely has to have in order to be able to operate. He suggested that Tony Jonas may have prices available for items such as starter stands, etc.

Mr. Jonas responded that the cost for starter stands is \$3,000 each installed, so the estimate is very close.

Mr. Strawn added that the anchors for the stands are being installed, so that expense is included in the base project bid.

Mr. Hancock stated that staff would be continuing to look for cost saving opportunities and pricing, and would like direction regarding any of the items presented.

President Wilson requested that wish list items, such as a diving board, would be included.

Mr. Strawn stated that the footing for a diving board was not included in the construction cost, and it would require cutting out the decking and installing the footing. It is not currently included in the contract.

President Wilson asked about the configuration of the landscaping irrigation system and if it was something that could be completed with in-house work crews.

Mr. Sims explained that Modern has provided a "T" water hookup for irrigation on South Street at no additional cost, so they did the JPA a favor by including that in the construction work.

Mr. Strawn said that the JPA would be provided with a full set of shovel-ready irrigation plans, and they have installed points for irrigation controls to be added, so it will be a complete as-built plan.

President Wilson asked if there was anywhere in the parking lot that additional irrigation pipelines will need to be added.

Mr. Hancock said that the irrigation and grassy areas will go around the pool decking.

President Wilson stated that they should lobby for the Pennies for the Pool fund to be utilized for those items too.

4C Proposed Pool Design Revisions and Estimated Costs

Mr. Sims reported that at the September 13th Board meeting, the Board requested that staff obtain estimates for the design revisions that were requested, including:

- Additional shower area on north side of bath house. Two column showers with 4 to 6 stations each with concrete base.
- Fencing expansion cost estimate to enclose "new" shower area and expand upon deck area with DG base
- Radiant heating system (glycol-closed loop) to be utilized under deck, around pool perimeter
- Additional lighting around pool decking, mostly on west end.

Mr. Sims stated that due to the short turn around time frame, staff was unable to complete cost estimates with formal bids. The figures highlighted in yellow were provided by Modern, and have not been substantiated by their subcontractors.

At 3:38 p.m., President Wilson called for a five minute recess to obtain the plans and specifications for review.

At 3:41 p.m., Mr. Sims reported that according to the engineering plans, the capacity for the swimming pool is 116 users, and 16 people for the shower building facility.

Board member Hammond asked Mr. Jonas about scheduling swim lessons, given the time and usage constraints.

Mr. Jonas responded that with staggering times, he is worried about the 116 number. With swim meet numbers, and it is possible that they could exceed those numbers during warm up.

There was a general discussion regarding the calculations used to estimate usage capacity.

Mr. Sims stated that concerns regarding insufficient shower facilities were what prompted the JPA to consider the installation of outside showers that would be located on the north side of the bathhouse.

Board member Garnier stated that the additional showers should be located on the south side of the building and not the north side.

President Wilson stated that the budget was a concern, and there was no budget to spend \$27,000 just to add more showers.

Mr. Strawn said that the decking and concrete area could be reduced to bring costs down and that the location was selected with the idea of keeping the showers away from the air condensing unit. He indicated on the plans where he tentatively planned to locate the additional showers.

President Wilson stated that they had to find a way to keep cost down

Board member Garnier asked how much cost reduction would result from reducing the concrete area.

Mr. Strawn said with reduced paved area and fencing, it would save approximately \$3,000.

There was a general discussion regarding the placement of the outdoor showers, the required grading and paving, and ways that cost-savings could be realized. Considerations for the direction of expansion included provided a viewing area for parents as their children play in the shallow end of the pool. Mr. Strawn demonstrated the location on the plans, providing the same explanation to the members of the public.

President Wilson asked how difficult it would be to install these improvements at a future date.

Mr. Strawn stated that it would not be difficult and would largely be a matter of moving and adding more fencing panels.

Board member Garnier stated that they should hold off for now.

Board member Meserve agreed with Board member Garnier.

Board member Hammond stated that he believed the additional showers were the most important additional feature of the four listed.

Board member Chapman stated that the proposals as listed add up to \$90,000 that the JPA. The shower issue is a necessity that has to be addressed. A lot of the improvements could be donated at a later date. At this point, they should create external showers and have the plumbing stubbed in and expand it out later.

Cliff Kegley, Superintendent, Modern Building Supply, stated that the water is already there at the location so adding showers later will not be difficult.

President Wilson stated that reducing the price by \$27,713 should be the focus and thinks that the Board is unanimous on waiting on the rest.

There was an extensive discussion regarding tile versus grout for the backsplash area of the pool, and the difficulty with water leakage getting behind the tiles and causing them to lift and pop off.

It was the consensus of the Board to grout the backsplash.

4D Pool Director Job Description

Mr. Hancock explained that the job description for the Pool Director position had been included for review, and it incorporated the amendments previously requested by the Board, with the primary change being the addition of language stating that previous experience obtaining grant funding and managing grants would be required. Mr. Hancock noted that a job flyer had been handed out but stated that the flyer is a draft version only to be utilized for discussion purposes only. The recruitment would be open until filled with a preliminary deadline of October 31st,

pending final sign off from legal counsel regarding the benefit package. Staff created a proposed benefit package based on direction from the Board, calculating vacation time and sick leave. Due to the small size of the JPA, the buying power for providing health insurance is going to be more difficult than it is for a large CalPers agency. The Board may want to consider that the employee could sign up for private health insurance, with the employer contribution of up to \$1,000 per month.

Board member Chapman stated that he liked the format, the content was good and there were a few formatting issues on the flyer, however there was no reference to the fact that the facility is a new community pool, and he would like that information inserted to generate a bit more excitement. He suggested using pictures of the facility and suggested minor changes to improve the formatting and flow.

Board member Hammond stated that he is opposed to creating the position and voted no on the item. The JPA is short on funding, and with an estimated annual revenue of \$150,000 to \$160,000, to pay someone this kind of money makes no sense. He pointed out that the community has someone who is qualified and wants to help, and the Board should be looking to utilize talent that we have in house.

President Wilson stated that he also voted no on the item, since the creation of a fixed cost this large, and he respected the opinion of the three Board members who supported the creation of the position, but he prefers to grow the position over time, and not set the cost in stone so early in the process.

Board member Garnier commented that the Board is looking at \$55,000 top end, and with vacation pay, sick leave and the insurance contribution it may be a little bit more. That seems like too much for an area as small as Susanville.

Mr. Hancock responded that the benefits are structure around the \$20,000 benefit package that the Board had chosen.

Board member Chapman stated that the Board is hiring more than a pool manager, and duties for administrative functions would continue to fall on the City and County unless someone with the administrative skill in addition to the ability to manage the facility is hired, and the Board will be lucky to find someone who will be able to do it all.

Board member Meserve added that he thinks the Board is trying to pay too much also.

The Board discussed issues related to the employee's schedule, salary versus overtime, and status as a full time or season employee.

Board member Garnier commented that the Board would no longer be paying city administration costs, and that should be factored in.

Board member Chapman emphasized the importance of hiring someone who could handle the administrative requirements as well as have the technical skill needed to run the facility.

Mr. Hancock explained that the Board has placed a lot of emphasis on timing, and the reality is that it is a competitive salary and benefit package, and hiring a person who could hit the ground running is a savings in that the person would not require a lot of on the job training or additional work by city staff. The description and job duties are good, the job title needs to be nailed down, and the salary and benefits package could be listed as negotiable.

Board member Hammond asked if establishing it as a fixed contract position would be preferable.

Mr. Hancock responded that the predictability of an independent contractor is a good thing, however as soon as the Board is involved in things such as setting hours, directing tasks, then you have created an employee.

President Wilson asked if the Board had someone step up who wanted to be involved and manage the pool operations if they could actually be paid less than what the position is set at.

Board member Chapman stated that they should keep the description as a template and set the benefits as negotiable to be determined when a candidate is selected.

It was the consensus to clean up the formatting issues on the flyer and include emphasis on it being a new facility. The job title would be kept as Pool Director.

Motion by Board member Chapman, second by Board member Garnier, to keep the job title as Pool Director, amend the benefits section to negotiable, and clean up the flyer formatting as suggested; motion carried by polled vote. Ayes: Chapman, Garnier and Meserve. Noes: Hammond and Wilson.

8 BOARD MEMBER ISSUES/REPORTS:

ADJOURNMENT:

Motion by Board member Meserve, second by Board Chapman, to adjourn; motion carried.

Meeting adjourned at 5:10 p.m.

Respectfully Submitted by

Brian R. Wilson, President

Gwenna MacDonald, Secretary

HONEY LAKE VALLEY RECREATION AUTHORITY
GOVERNING BOARD MEETING
Regular Meeting Minutes
October 11, 2016 – 4:00 p.m.
City Council Chambers 66 North Lassen Street Susanville CA 96130

Meeting was called to order at 4:01 p.m. by President Wilson.

Roll Call of Board of Directors present: Tom Hammond, Jeff Hemphill and Brian Wilson. Absent: Dave Meserve, Kathie Garnier.

Staff Present: Jared G. Hancock, Executive Officer and Heidi Whitlock, Secretary.

APPROVAL OF AGENDA: Motion by Board member Hammond, second by Board member Hemphill, to approve the agenda as posted; motion carried unanimously. Absent: Dave Meserve and Kathie Garnier.

4 APPROVAL OF MINUTES: Approval of minutes continued to next meeting but it was requested that the minutes be placed on the website as unapproved draft minutes.

5 CORRESPONDENCE: None.

6 PUBLIC COMMENT:

Tony Jonas (public) stated that after the last meeting, there was discussion on diving boards. Board member Hemphill suggested the item be placed on the next agenda.

Eileen Spencer (public) stated that the Board talked about storage room changes. She stated her concerns about the doors and egress issues. She then inquired as to how many people were permitted to be on deck. She stated her concern about users needing to get out of the weather.

President Wilson asked Mr. Hancock if we had that information and he was informed it was not available at that time. President Wilson responded to Ms. Spencer that the building is not meant to hold that many people.

Ms. Spencer added that, in the case of an emergency, the users would need a place to retreat.

President Wilson responded that users would have a warning of the bad weather, they could tell it was coming. And, worst case, the City's Public Works building or the County building could be utilized.

Mr. Jonas responded that there will be a plan once it is needed. He added that some rules have a tendency to go away during an emergency and those plans are sure to develop as the need presents itself.

President Wilson stated that he agrees and in an emergency situation, of course all doors would be open to vacate.

Mr. Hancock responded that the building will probably hold 50 people at the most. However, he added that the type of weather that is being discussed would be unusual during the peak season.

President Wilson responded that the Pool Director, at some point, will work with the Board on emergency plans.

Conversation occurred on the side gate and whether or not it stayed open. It is open from the inside but is locked from the outside and also meets ADA standards.

7 MATTERS FOR BOARD CONSIDERATION:

7A Bus Shelter Request Letter to LTSA

Mr. Hancock stated that this item has to do with the LTSA and a letter being drafted to request the LTSA to provide the bus shelter. He continued that staff did not want to wait and the item was on the last LTSA agenda but they required more information. Staff wanted to keep it moving forward.

President Wilson asked if the next LTSA was to be held on November 7th.

Mr. Hancock confirmed and stated that staff was already working on obtaining the additional concrete slab poured.

Motion by Board member Hammond, second by Board member Hemphill, to approve the sending a request letter to the LTSA. Motion carries unanimously. Absent: Meserve and Garnier.

7B Deliverables – HLVRA Responsibilities

Mr. Hancock stated that as part of an ongoing request, the Board has requested a list of all items that are the responsibility of the HLVRA to open the pool so the Board could get an idea of where they were at in terms of budget. The following items have been discussed: irrigation and landscaping was removed and is anticipated to cost an additional \$15,000 once approved. In addition, the built-in's for the bathhouse to use as lockers are estimated to cost approximately \$4,800 and the pool timing equipment should cost around \$45,000 as the conduit has already been included.

President Wilson inquired as to whether or not the \$45,000 included everything needed. He then asked Mr. Jonas if any of the items could be rented.

Mr. Jonas replied that touch pads and timing board can be rented and that he would obtain pricing.

President Wilson asked when the timing equipment would be required.

Mr. Hancock responded that renting is a good option. He added that the conduit installed may not even have to be utilized. He continued that, based on the pool dimensions, the touch pad will still meet standards but, it may require certification. And until we have a swim team and start getting more use, we can wait until then.

President Wilson stated that it appears that this item can be put on the back burner for now.

Mr. Hancock responded that staff is putting a folder together with all "other" items with model numbers etc... and costs for the Board's review. Mr. Hancock added that per the recent discussion with Modern Building, the viewing panel in the door and the other changes proposed may come in at a lower cost than accepted. He continued that staff also looked into Tuff Sheds but a heavier duty locking system may be required.

President Wilson inquired as to whether or not the cost of the Tuff Shed includes delivery? It was stated that Tuff Shed delivers and assembles on site.

President Wilson requested that staff work with Modern to get the Tuff Sheds in place prior to the fence being installed.

Mr. Hancock added that the Board may want to consider two sheds, one for storage of chemicals and one for buoys, kickboards etc... but starting with one should meet the chemical storage needs.

President Wilson requested information on the amount of space the lane lines took up when storing.

Mr. Hancock responded that they are stored on a reel, covered and outside. But, he would look into how many reels would be required but he believed they are 6'x4'.

President Wilson requested that other items be added to start-up costs such as drug tests, training etc...

Mr. Jonas reminded that Board that a vacuum would be needed in case it is not included in the cost of the GMP. He added that it would be a significant cost.

Mr. Hancock stated that it is not currently in the budget for additional items but he would check with Modern to see if it is included in the construction price.

Mr. Jonas also added that a defibrillator (AED) would be required and to ensure there is enough space and an outlet for it to be installed inside the door. He added that it would be as much as \$4,000.

Mr. Hancock responded that there is a NORCAL EMS franchise agreement for this area and a contract with SEMSA where we often get equipment for CALfire and the City.

President Wilson asked how much the Board had earmarked for additional expenses.

Mr. Hancock responded that it was around \$128,000 but we do not have updated numbers available currently. He added that it can be brought back at the next meeting.

Eileen Spencer requested to know who determines how the pennies for the pool money will be spent.

Mr. Hancock responded that the Board will make that determination. Staff would then be required to request the County to remove the money from the pennies for the pool account. He added that the Board stated that they wanted it to be for an actual improvement and that we have spent money on multiple items but the money in the pennies for the pool account has yet to be budgeted.

President Wilson requested that the diving board option should be placed on the agenda.

Mr. Hancock responded that Modern has already brought in DG and compacted it and they are getting ready for rebar and concrete work. However, if you add the footings now, they may not meet standards based on the board purchased. He advised the Board to wait until they know what diving board they would like.

Board member Hemphill stated to wait on the item until later.

7C Discuss Meeting Schedule

Mr. Hancock stated that this item is coming up because we are thinking about the County Board of Supervisor's meetings being held on the second, third and fourth Tuesdays and Board member Hammond's schedule. He requested one meeting a month with special meetings as needed. The second Tuesday will not work as there is a scheduling conflict. He suggested that we continue to meet on the third Tuesday of the month and special meetings as needed.

Motion by Board member Hammond, second by Board member Hemphill, to switch meeting schedule to the second Tuesday of the month with special meetings as needed. Motion carried unanimously. Absent: Chapman, Garnier and Meserve.

Mr. Hancock responded that the next regularly scheduled meeting will be on November 15, 2016.

8 BOARD MEMBER ISSUES/REPORTS:

Conversation on the diving board and required footings occurred. Mr. Jonas stated that a Duraflex board runs about \$8,000-\$9,000 with no footing required.

Mr. Hancock responded that the Board wanted a diving board in the future but more factors needed to be reviewed. It was requested to bring the item back at the next meeting as the diving board was not on the agenda.

ADJOURNMENT:

Motion by Board member Hammond, second by Board member Hemphill, to adjourn; motion carried unanimously.
Absent: Garnier, Chapman and Meserve.

Meeting adjourned at 5:05 p.m.

Brian R. Wilson, President

Respectfully Submitted by

Heidi Whitlock, Secretary

**HONEY LAKE VALLEY RECREATION AUTHORITY
GOVERNING BOARD MEETING
Special Meeting Minutes
October 25, 2016 – 5:00 p.m.
City Council Chambers 66 North Lassen Street Susanville CA 96130**

Meeting was called to order at 5:01 p.m. by President Wilson.

Roll Call of Board of Directors present: Tom Hammond, Dave Meserve, Kathie Garnier, Jim Chapman and Brian Wilson.

Staff Present: Jared G. Hancock, Executive Officer and Heidi Whitlock, Secretary.

APPROVAL OF AGENDA: Motion by Vice President Chapman, second by Board member Meserve, to approve the agenda with changes to item 4B (Resolution 16-05) and item 4F; motion carried unanimously.

2 APPROVAL OF MINUTES:

Motion by Board member Garnier, second by Vice President Chapman, to approve minutes from August 30, 2016 meeting. Motion carried unanimously.

Motion by Vice President Chapman, second by Board member Meserve, to approve minutes from September 13, 2016 meeting. Motion carried unanimously.

Motion by Board member Garnier, second by Vice President Chapman, to approve minutes from October 4, 2016 meeting. Motion carried unanimously. Abstain: Meserve.

3 PUBLIC COMMENT:

4 MATTERS FOR BOARD CONSIDERATION:

4A Financial Reports to October 18, 2016

Mr. Hancock offered thanks to the County for providing the financial documents for the agenda and asked the Board if they had any questions to ask of Diana Wemple.

Vice President Chapman asked Ms. Wemple if \$57,000 was what was available to be carried over prior to the change orders. Ms. Wemple confirmed.

Vice President Chapman asked Ms. Wemple if the amount listed included projected revenues. Ms. Wemple again confirmed.

Motion by Vice Chapman, second by Board member Meserve to accept and file the financial reports. Motion carried unanimously.

4B Consider Resolution 16-05 Approving Change Orders #1-#3

Mr. Hancock stated that there were proposed changes to the Resolution provided in the original packet and the changed resolution adds "in furtherance thereof" in the body of the resolution and the new GMP amount listed in the title. He continued that the Board has already approved the changes to be made but staff wanted to keep a clean paper trail and to do so, included Resolution 16-05. To ratify the approved changes, Change Order #1 reflects the \$110,400 reduction of the original GMP. The second Change Order relates to the additional water lines for future outdoor showers in the amount of \$698.75 and the third Change Order was for the addition of conduit to the monument sign for \$537.50. The work has already been approved and the work has been completed.

Motion by Board member Meserve, second by Board member Garnier, to approve Resolution No. 16-05, accepting change orders #1-#3. Motion carried unanimously.

4C Pool Director Classification

Mr. Hancock stated that, at the last few meetings, the Pool Director position had been discussed. Under California labor laws, those who work over 8 hours in a day are to be paid overtime. However, if you do particular administrative tasks, one can be categorized as exempt. Staff has been working with the JPA's attorney and staff recommends having the position categorized as hourly and wait 6-12 months to assess job functions. After that time, the position can be evaluated and the determination can be made at that time if it would fall into the exempt category. Drawbacks of someone being salary is if someone challenges the position classification and it is not found to qualify the JPA could be required to back pay for overtime. Currently, based on the salary range in the flyer, the hourly rate would be \$22-\$25 per hour. Or, we can keep the position salary but we will need to work on the job description to limit the risk.

Board member Garnier asked how much overtime there would be. Mr. Hancock responded that it depends on the Board. It could be set up in their contract or maybe the individual chosen can come up with a work schedule and overtime plan. He continued that discussion should take place on the hourly rate as it was raised based on minimum salary requirements to be categorized as exempt from overtime.

Board member Garnier suggested it stay on the low end. President Wilson agreed.

Mr. Hancock responded maybe \$18-\$22 per hour.

Board member Meserve responded that if they are getting overtime, he agrees with the \$18 per hour rate.

President Wilson asked if the position was still a fulltime position.

Vice President Chapman stated that he would recommend they start out as year round. He added that the individual would need both operating and administrative experience as they will have to work on contracts etc... He added that he thought the position would remain full time and year round but it could be modified after it is established.

Mr. Hancock responded that we could have them create a plan and work with an attorney to make it an exempt position if that was desired.

Vice President Chapman stated that the position should maintain a 40 hour work week, not more just because it could be an exempt position.

Board member Meserve stated that the first year of the position can be used as a comparative base for upcoming years.

Motion by Board member Garnier, second by Board member Meserve, to change the classification of the Pool Director position to hourly at \$18-\$22 per hour. Motion carried unanimously.

4D Pool Edge Modification

Mr. Hancock stated that, as Modern was preparing the area around the pool, there were discussions regarding the pool edge. Modern was asked to look into other items and grout and concrete were both reviewed. Now it appears that concrete going all the way to the back edge of the gutter would be cleaner option and have a more water tight seam. Also, the high pressure grout sealant would have to be reapplied each year if it were used. Modern recommends this option as a cleaner design with no additional cost to the HLVRA.

Vice President Chapman stated that he made a quick visit to the site and talked with Cliff way before it became an option. He stated that he knows that concern was mentioned and he was pleased that Modern was proactive in stating their concerns. He continued that he thought this was a realistic request and he respects the conditions that we have here. He also liked the idea of less maintenance, long-term. He stated his appreciation for Modern and Holiday pools.

Jim Dougherty (Holiday Pools) stated that the maintenance will be 15-20 years with this method and can be completed with a caulking gun.

Motion by Board member Garnier, second by Vice President Chapman, approving the recommended pool edge design. Motion carried unanimously.

4E Update on Storage Room Conversion

Mr. Hancock stated that this discussion is related to conversations that occurred at the previous meeting. This is an update for the cabinet contract and the storage room conversion. What we did not know at the last meeting was that some of the work had already been completed so there was not the casework credit we thought there was. However, we now have the final mock up. He continued discussion on the changes to be completed and stated that after all changes had been completed, it will result in an additional change order of \$4,482.75.

Vice President Chapman asked if this was coming out of the remaining amount we saw earlier.

Mr. Hancock confirmed.

Motion by Board member Garnier, second by Vice President Chapman, to approve the storage room conversion. Motion carried unanimously.

4F Update on Pool Vacuum and Diving Board

Mr. Hancock stated that, after following up with Modern, a pool vacuum is included in Modern's GMP and the type of vacuum is included in the attachments.

Vice President Chapman inquired as to whether or not this type of vacuum is normal.

Mr. Dougherty responded that yes, this vacuum will completely clean the pool, just manually. There are robotic ones but then the cost will go up significantly. However, it is a very effective system.

Mr. Hancock responded that he also contacted manufacturers for diving boards. He added that once a location is chosen, we can obtain options. Based on where the Board wants it. They will drill down, and use quick set for the anchors.

Mr. Strawn requested the specs provided to Mr. Hancock because the deck they were pouring was only 4 inches.

Mr. Dougherty added that the deck would have to be thicker for that option to work.

Mr. Strawn added that he is requesting the specs so he can let the Board know if it will work and he is looking out for the Board.

Mr. Hancock provided the name of the firm to Modern and they stated they knew who they were.

Mr. Dougherty stated that they would need to pour at least 6-8 inches.

Vice President Chapman asked if they could pour more concrete in the areas they believe would support the diving board.

Mr. Hancock recommended that two locations on east wall and one location on the north wall be reviewed. Tony Jonas (public) stated that the north side may not work because of the lift.

Discussion on pool needs, one or two diving boards, occurred.

Mr. Jonas recommended lining up the board with lane 2 to allow for lap swimming, 2 lanes open plus diving and public swimming.

Vice President Chapman added that that location would also allow for the lifeguards to watch the diving area more closely, preventing bad occurrences.

President Wilson responded that he liked the idea of lane 2. He requested however, that someone measure it out to ensure it will all fit as stated.

Mr. Hancock requested confirmation that President Wilson was wanting to confirm lap swimming would still be available to which he responded yes. President Wilson continued that the board was to go in that location and Mr. Hancock was to work with Modern.

5 BOARD MEMBER ISSUES/REPORTS:

Vice President Chapman wanted to state his appreciation to Modern Building Inc and the approach they have taken. He believes this is project he is going to be proud of.

6 PUBLIC COMMENT TO CLOSED SESSION ITEMS: None.

President Wilson recessed at 6:15 and requested staff reconvene in five minutes for closed session.

7 CLOSED SESSION: At 6:15 p.m. the Honey Lake Valley Recreation Authority recessed to closed session to discuss the following:

A. PROPERTY NEGOTIATIONS

RETURN TO OPEN SESSION: At 6:26 p.m. the Honey Lake Valley Recreation Authority reconvened in open session.

No reportable action taken.

8 ADJOURNMENT: Meeting adjourned at 6:27 p.m.

Brian R. Wilson, President

Respectfully Submitted by

Heidi Whitlock, Secretary

Submitted By: Heidi Whitlock, Secretary

Action Date: November 15, 2016

HLVRA AGENDA ITEM

PRESENTED BY: Jared G. Hancock, Executive Officer

SUBJECT: Review and Approve City Reimbursement Request for Administrative Services.

SUMMARY: The Honey Lake Valley Recreation Authority entered into an agreement with the City of Susanville for Administrative Services. As part of the agreement, staff is to present reimbursement requests to the Board for approval prior to payment being made.

FISCAL IMPACT: \$12,176.50

ACTION REQUESTED: Approve City Reimbursement Request

ATTACHMENTS: City Administrative Services Invoice



**City of Susanville
Administrative Services Department**

66 North Lassen Street
Susanville, CA 96130
(530) 252-5115

INVOICE

Invoice Date: November 15, 2016

Account #: 4493

Service Date: Through November 4, 2016

Honey Lake Valley Recreation Authority
c/o Lassen County
221 S. Roop St., Suite 1
Susanville, CA 96130

TOTAL DUE: \$12,176.50
Payment Due: UPON RECEIPT

SUBJECT: Reimbursement for Administrative Service

Description:

Reimbursement to City Administrative Services \$12,176.50

TOTAL DUE \$12,176.50

**PLEASE REMIT THE BOTTOM PORTION OF THIS INVOICE WITH YOUR
PAYMENT TO THE ABOVE ADDRESS.**



Please Detach and Mail With Your Payment

PLEASE REMIT PAYMENT TO THE ADDRESS BELOW...THANK YOU

City of Susanville Administrative Services Department
66 North Lassen Street Susanville, CA 96130
(530) 252-5115 Fax (530) 257-4725

Account #4493

**HLVRA
c/o Lassen County
221 S. Roop St., Suite 1
Susanville, CA 96130**

Date of Invoice: November 15, 2016

Amount Due: \$12,176.50
Payment Due: UPON RECEIPT

Amount Paid: \$

City Account Code #1000.417.10.3408

Executive Officer 6/18/2016 through 11/4/2016	\$ 3,402.55
Project Manager 7/2/2016 thorough 10/7/2016	\$ 6,305.54
Administrative 8/5/2016 through 11/4/2016	\$ 2,468.41
	<u>\$ 12,176.50</u>

LABOR COSTS SUMMARY FORM

through 10/7/16.
1 of 4

Employee Project Managrs Department Administrative Services

Project Number	Date	Times worked	Total Hours	Tasks	Amount
<u>Pool</u>	<u>7.4.16</u>	<u>4</u>		<u>Project</u>	<u>158.64</u>
	<u>7.5.16</u>	<u>5</u>			<u>198.30</u>
	<u>7.6.16</u>	<u>5</u>			<u>198.30</u>
	<u>7.7.16</u>	<u>2</u>			<u>118.98</u>
	<u>7.8.16</u>	<u>2</u>			<u>79.32</u>
	<u>7.11.16</u>	<u>2</u>			<u>79.32</u>
	<u>7.12.16</u>	<u>9</u>			<u>237.96</u>
	<u>7.13.16</u>	<u>3</u>			<u>118.98</u>
	<u>7.14.16</u>	<u>3</u>			<u>118.98</u>
	<u>7.15.16</u>	<u>3</u>			<u>118.98</u>
	<u>7.18.16</u>	<u>4</u>			<u>158.64</u>
	<u>7.18.16</u>	<u>4</u>			<u>158.64</u>
	<u>7.20.16</u>	<u>3</u>			<u>118.98</u>
	<u>7.21.16</u>	<u>2</u>			<u>79.32</u>
	<u>7.22.16</u>	<u>2</u>			<u>79.32</u>
	<u>7.26.16</u>	<u>2</u>			<u>79.32</u>
	<u>7.27.16</u>	<u>6</u>			<u>237.96</u>
	<u>7.28.16</u>	<u>6</u>			<u>237.96</u>

Employee Signature: _____

Supervisor Signature: _____

Subtotal

Total



2054

LABOR COSTS SUMMARY FORM

Employee Project Manager Department _____

Project Number	Date	Times worked	Total Hours	Tasks	Amount
	7.29.16	2			79.32
	8.1.16	3			118.98
	8.2.16	5			198.30
	8.3.16	3			118.98
	8.4.16	2			79.32
	8.5.16	3			118.98
	8.8.16	2			79.32
	8.9.16	2			79.32
	8.10.16	4			158.64
	8.11.16	2			79.32
	8.12.16	10			237.60
	8.15.16	2			79.32
	8.17.16	1			39.66
	8.18.16	1			39.66
	8.19.16	1			39.66
	8.30.16	2			79.32
	8.31.16	1			39.66
	9.1.16	1			39.66

Employee Signature: _____

Supervisor Signature: _____

Subtotal

Total



LABOR COSTS SUMMARY FORM

Employee Project Manager Department _____

Project Number	Date	Times worked	Total Hours	Tasks	Amount
	9.2.16	1			39.66
	9.5.16	2			79.32
	9.6.16	1			39.66
	9.7.16	1			39.66
	9.8.16	3			118.98
	9.9.16	1			39.66
	9.12.16	2			79.32
	9.13.16	2			79.32
	9.14.16	2			79.32
	9.16.16	2			79.32
	9.19.16	3			118.98
	9.20.16	3			118.98
	9.21.16	2			79.32
	9.22.16	3			118.98
	9.23.16	1			39.66
	9.26.16	2			79.32
	9.27.16	2			79.32
	9.28.16	4			158.64

Employee Signature: _____

Supervisor Signature: _____

Subtotal

Total

LABOR COSTS SUMMARY FORM

through 11/4/16.
1062

Employee Admin | Project Manager Department _____

Project Number	Date	Times worked	Total Hours	Tasks	Amount
	8.5.16		2	Admin Services	95.86
	8.12.16		4		191.72
	8.15.16		.5		23.97
	8.16.16		2		95.86
	8.23.16		1		47.93
	8.25.16		2		95.86
	8.26.16		3		143.79
	8.31.16		1		47.93
	9.8.16		3		143.79
	9.9.16		3		143.79
	9.26.16		8		383.44
	10.12.16		1		47.93
	10.14.16		.5		23.97
	10.19.16		2		95.86
	10.20.16		2		95.86
	10.21.16		4		191.72
	10.24.16		3		143.79
	10.25.16		2		95.86

Employee Signature: _____ Subtotal

Supervisor Signature: _____ Total

LABOR COSTS SUMMARY FORM

through 11/4/16.
1072

Employee Executive Officer Department _____

Project Number	Date	Times worked	Total Hours	Tasks	Amount
	6-20-16		1	ADMIN PROJECT OVERSITE	80.06
	6-21-16		1.5		120.09
	6-27-16		1.5		120.09
	6-29-16		2		160.12
	7-7-16		2		160.12
	7-12-16		2		160.12
	7-18-16		1		80.06
	7-20-16		1.5		120.09
	7-26-16		1		80.06
	7-29-16		1		80.06
	8-2-16		2		160.12
	9-13-16		4		320.24
	9-20-16		2		160.12
	10-4-16		3		240.18
	10-5-16		1.5		120.09
	10-6-16		.5		40.03
	10-7-16		1		80.06
	10-24-16		3		240.18

Employee Signature: _____

Supervisor Signature: _____

Subtotal

Total

Submitted By: Heidi Whitlock, Secretary

Action Date: November 15, 2016

HLVRA AGENDA ITEM

PRESENTED BY: Jared G. Hancock, Executive Officer

SUBJECT: Approve **Resolution No. 16-06**, Approving and Authorizing the Executive Officer to execute a Recreation Ground Lease with the City of Susanville.

SUMMARY: Staff have been in negotiations with the City of Susanville to acquire a portion of APN # 107-125-12 to provide a more complete development site with room for expansion for the Honey Lake Valley Community Swimming Pool project. The HLVRA and the City have agreed to the attached terms and the lease is now agendized for ratification. The lease is a 99 year Recreation Ground Lease of the property for the purpose of recreational use and improvements.

FISCAL IMPACT: \$1.00

**ACTION
REQUESTED:** Direction to staff.

ATTACHMENTS: Resolution No. 16-06
Ground Lease between HLVRA and City of Susanville

RESOLUTION NO. 16-06
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HONEY LAKE VALLEY RECREATION
AUTHORITY APPROVING AND AUTHORIZING THE EXECUTIVE OFFICER
TO EXECUTE A RECREATION GROUND LEASE WITH
THE CITY OF SUSANVILLE

WHEREAS, the City of Susanville ("City"), a municipal corporation, owns and maintains real property adjacent to the west side of 720 South Street in Susanville, California, and which is more particularly described in the Recreation Ground Lease Agreement ("Lease"), a copy of which is attached hereto as Exhibit "1" and incorporated herein by reference; and

WHEREAS, the Honey Lake Valley Recreation Authority, a joint powers authority consisting of both the City of Susanville and the County of Lassen, owns adjacent property, commonly referred to as 800 South Street, Susanville, California, upon which it is developing and will be operating a community swimming pool ("Public Pool"); and

WHEREAS, the Honey Lake Valley Recreation Authority desires to lease the property described in Exhibit A to the Lease ("Property") to make improvements, including, but not limited to, utilities (including well(s)), curb, sidewalk and gutter improvements, along with Public Pool and related improvements, the construction, use, maintenance, and the repair and replacement of such improvements for public recreational use in exchange for rent in the amount of one dollar (\$1.00) for the term of the lease; and

WHEREAS, the City is authorized by Government Code section 37396 to lease its property for recreational purposes for a period not to exceed ninety-nine (99) years; and

WHEREAS, the Board of Directors of the Honey Lake Valley Recreation Authority having read and considered the Lease, hereby finds that it is in the public interest to enter into the Lease on the terms and conditions set forth therein; and

WHEREAS, the Board of Directors finds the lease of the Property is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15061(b)(3), 15311, 15319, and 15323.

NOW, THEREFORE, be it resolved as follows:

1. The Board of Directors of the Honey Lake Valley Recreation Authority hereby agrees to the aforesaid Lease attached hereto as Exhibit "1";
2. The Executive Officer of the Honey Lake Valley Recreation Authority is hereby authorized and directed to execute the said Lease attached hereto as Exhibit "1," and any other documents necessary and/or pertaining to the aforesaid Lease.

APPROVED by the Board of Directors of the **HONEY LAKE VALLEY RECREATION AUTHORITY** this 15th day of November, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Brian R. Wilson, President

ATTEST:

I hereby certify, under penalty of perjury, that the above and foregoing is a true and correct copy of Resolution No. 16-06 as adopted by the Board of Directors of the HONEY LAKE VALLEY RECREATION AUTHORITY on the 15th day of November, 2016.

Heidi Whitlock, Secretary

APPROVED AS TO FORM:

Maggie Stern, Legal Counsel

RECREATION GROUND LEASE
HONEY LAKE VALLEY RECREATION AUTHORITY

This Recreation Ground Lease (the "Lease") is dated November ____, 2016 ("Effective Date"), between the **City of Susanville**, a California municipal corporation and political subdivision of the State of California ("Lessor"), and the **Honey Lake Valley Recreation Authority**, a California joint powers authority ("Lessee"), collectively referred to as the "Parties" and singularly as "Party."

RECITALS

A. Lessor is the Lessor of certain real property located in the City of Susanville, County of Lassen, California, more fully described on **Exhibit A**, attached hereto and made a part hereof (the "Property").

B. Lessee owns adjacent property ("Lessee's Property") upon which it is in developing and will be operating a community swimming pool ("Public Pool").

C. Lessee desires to lease a portion of Lessor's Property to make improvements including but not limited to utilities (including well(s)), curb, sidewalk and gutter improvements, along with Public Pool and related improvements, the construction, use, maintenance, repair and replacement of such improvements for public use.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Premises. Lessor hereby leases to Lessee, and Lessee hereby agrees to lease from Lessor, a portion of Lessor's Property, which is legally described in **Exhibit B-1** and depicted in **Exhibit B-2**, attached hereto and incorporated herein (the "Premises"), on the terms and conditions described herein.

2. Term. The term of this Lease commences upon the Effective Date and shall terminate ninety-nine (99) years thereafter.

3. Rent. Lessee shall pay the amount of \$1.00 for the term of the Lease, payable to Lessor upon execution of this Lease.

4. Use. Lessee shall have the right to use the Premises for public use and recreational purposes, including, but not limited to, the improvement and maintenance of utilities (including well(s)), curbs, gutters, sidewalks, and Public Pool and related improvements (collectively, the "Improvements"). Lessee shall not use the Premises for any unlawful purpose and Lessee shall not commit any waste or any public or private nuisance upon the Premises. Lessee shall not store or use, generate, store or dispose of any hazardous materials on the leased Premises.

5. Premises As-Is. By entering into this Lease, Lessee acknowledges that it has been given the opportunity to study the suitability of the Premises, and has concluded, in its sole discretion, that it shall accept the Premises in its condition, with all faults and conditions. Lessor makes no representations as to the suitability of the Premises for the use proposed by Lessee.

6. Improvements.

6.1 Governmental Approvals. Lessee shall, at its sole cost and expense, apply for and obtain all licenses, permits, and approvals, required by any local, state or federal governmental authorities for installation of the Improvements within the Premises (collectively, the "Governmental Approvals"). Lessor shall make reasonable efforts to cooperate with the Lessee in connection with obtaining such Governmental Approvals.

6.2 Construction and Costs. Lessee shall install the Improvements, at its sole cost and expense. All work to be performed for installation of the Improvements shall be performed diligently and in a first-class, workmanlike manner by a licensed contractor, after obtaining the Governmental Approvals, in accordance with all applicable laws.

6.3 Alterations or Additions. Lessee shall not make any alterations or additional improvements to the Premises, other than those related to the allowable uses described in this Lease, without first obtaining the prior written consent of the Lessor.

6.4 Liens. Lessee shall keep the Property free from any and all liens arising out of any work performed or materials furnished or incurred by or for the Lessee. If any mechanic's liens are filed in connection with work undertaken by the Lessee, the Lessee shall promptly discharge such lien within twenty (20) days of the date of filing, provided, however, that if the Lessee determines in good faith that a lien should be contested, it shall post any bond as may be required to prevent the commencement of foreclosure proceedings against the Property or Improvements. If Lessee fails to cause the lien or encumbrance to be removed, then Lessor will be entitled, but not obligated to, discharge or bond the same, and bill the cost thereof, to Lessee to be immediately payable. Lessee will indemnify and hold Lessor harmless from any and all liabilities and costs to the extent resulting from Lessee's failure to timely secure the same.

6.5 Prevailing Wage. To the extent that any Improvements or other improvements on the Premises are paid for, in whole or in part, out of "public funds," construction of those improvements will be a "public work" within the meaning of Labor Code section 1720 and Labor Code section 1771, and the work performed in connection with such improvements shall be performed as a "public work" using the applicable general prevailing rate of wages in Sacramento, as determined by the Director of the Department of Industrial Relations pursuant to Section 1770 and 1773 of the California Labor Code.

7. Utilities. Lessee shall, at its sole cost and expense, arrange for electricity, water, gas, geothermal water and other utilities necessary for Lessee's operations to be provided to the Premises directly from such providers. During the Term, Lessee shall pay, before delinquency, all charges or assessments for telephone, water, sewer, gas, heat, geothermal water, electricity, garbage collection, and all other utilities and services of any kind that may be used on or in connection with the Premises.

8. Taxes and Assessments. A possessory interest subject to taxation and special assessments may be created by this Lease. Notice is hereby given pursuant to Revenue and Taxation Code section 107.6 and Government Code section 53340.1, that such property interest may be subject to taxation and special assessments, if created, and that the Party in whom the possessory interest accrues may be subject to the payment of taxes and assessments levied on such interest. Lessee shall pay all such real property possessory interest taxes attributable to the Premises prior to delinquency. Lessee shall also promptly pay, when due, all personal property taxes on any Improvements and personal property, and any other taxes payable by Lessee.

Lessee shall also pay all other assessments levied on the Premises, including, but not limited to, flood tax assessments, and CFD assessments, if any.

9. Repairs and Maintenance. Lessee agrees, at Lessee's sole cost and expense, to keep the Premises in good condition and repair throughout the Term of the Lease. Lessee shall promptly and properly repair during the Term hereof, and upon termination of this Lease, any damage or injury caused by Lessee's use of the Premises.

10. Insurance. At all times during the Term, Lessee will carry and maintain, at Lessee's sole cost and expense, insurance subject to approval by Lessor:

11. Indemnification. Lessee shall defend, pay, indemnify and hold harmless Lessor, its directors, officers, officials, employees, agents, invitees, and volunteers from all claims, suits, actions, damages, demands, costs or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including, without limitation, court costs and reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage or arising out of or connected in any way with the use and operation of the Premises by Lessee, whether within or without the scope of this Lease, whether or not it is caused in part by a party indemnified hereunder.

12. Compliance with Law. Lessee shall, at its sole cost and expense, comply with all of the requirements of all municipal, local, state and federal authorities now in force, or which may hereafter be in force, pertaining to the specific activities of Lessee on the Premises.

13. Damage, Destruction and Condemnation. If the Premises is damaged by fire or other casualty so that Lessee is deprived of whole or partial use thereof, or if the whole or a part of the Premises is taken pursuant to any condemnation proceeding, then Lessee shall notify Lessor whether (a) Lessee intends to replace the Improvements, in which case this Lease will continue in full force and effect, or (b) Lessee does not intend to replace the Improvements, in which case, this Lease will terminate upon written notice from Lessee, subject to any provisions hereof, which by their terms or reasonable implication, shall survive such termination.

14. Assignment and Sublease. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of the Lessee's interest in the Lease or in the Premises. Any attempted assignment, transfer, mortgage, encumbrance, or subletting without such consent shall be void, and shall constitute a breach of this Lease without the need for notice to Lessee.

15. Surrender of Property. Upon expiration or earlier termination of this Lease, Lessee shall surrender the Premises to the Lessor. At Lessor's request, Lessee shall remove all Improvements and shall otherwise restore the Property to its original condition, exclusive of reasonable use and wear and tear, at Lessee's sole cost and expense. The utilities may remain in place or be relocated by Lessee in Lessee's sole discretion. If within a reasonable time period after the expiration or earlier termination of this Lease, Lessee has not removed the Improvements requested to be removed and has not restored the Premises as required by this Lease, Lessor may do so and Lessee shall reimburse Lessor for all reasonable expenses or costs for such removal and restoration. Lessee's obligations under this section shall survive the expiration or other termination of this Lease.

16. Default, Remedies and Early Termination.

16.1 Default. Any of the following events or occurrences shall constitute a material breach of this Lease by Lessor and, after the expiration of any applicable grace period, shall constitute an event of default (each an "Event of Default"):

(a) The failure by Lessee to perform any other obligation under this Lease, if the failure has continued for a period of thirty (30) days after Lessor demands in writing that Lessee cure the failure. If, however, by its nature, the failure cannot be cured within thirty (30) days, Lessee may have a longer period as is necessary to cure the failure, but this is conditioned upon Lessee promptly commencing to cure within the thirty (30) day period, and thereafter, diligently completing the cure.

(b) Any of the following: a general assignment by Lessee for the benefit of Lessee's creditors; any voluntary filing, petition, or application by Lessee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment, vacation, or surrender of the Premises by Lessee without Lessor's prior written consent; or the dispossession of Lessee from the Premises (other than by Lessor) by process of law or otherwise.

16.2 Remedies. In the event of any such default by Lessee, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessee may have at law or equity by reason of such default, terminate Lessee's right to possession of the Property by any lawful means, in which case, this Lease and the Term hereof shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default, including, but not limited to, the cost of recovering possession of the Property and reasonable attorney's fees.

16.3 Early Termination. Notwithstanding anything to the contrary contained in this Lease, either Party may terminate this Lease upon thirty (30) days' written notice to the other Party if Lessee permanently discontinues use of Lessee's Property (and thereby the Premises in connection therewith) for use as a Public Pool or other public recreational or park purposes under Government Code § 37396(a).

17. Notices. Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either Party to this Lease by the other Party shall be in writing and shall be deemed served when personally delivered to the Party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid. Notices delivered personally or by certified mail, return receipt requested, will be effective three (3) business days after placed in the mail or immediately upon receipt (or refusal of delivery or receipt); notices sent by independent messenger or courier service will be effective one (1) business day after acceptance by the independent service for delivery.

LESSOR: City of Susanville
66 N. Lassen Street
Susanville, CA 96130
Attention: City Administrator
Facsimile: (530) 252-1020

LESSEE: Honey Lake Valley Recreation Authority
66 N. Lassen Street

Susanville, CA 96130
Attention: Executive Officer
Facsimile: (530) 252-1020

Either Party may change the address for the purpose of this section by giving written notice of the change to the other Party in the manner provided in this section.

18. Binding on Successors. This Lease shall benefit and bind successors and/or heirs to the Parties hereto.

19. Real Estate Brokers. Each Party represents and warrants that no real estate commission, or finder's fee is payable in connection with this transaction. In the event that any broker perfects a claim for a commission or finder's fee, the Party through whom the broker or finder makes his claim shall be responsible for said commission or finder's fee and all costs and expenses, including reasonable attorney's fees, incurred by the other Party in defending against the same.

20. Entire Agreement. There are no oral agreements between Lessor and Lessee affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between Lessor and Lessee or displayed by Lessor to Lessee with respect to the subject matter of this Lease or the Premises. There are no representations between Lessor and Lessee other than those contained in this Lease and all reliance with respect to any representations is based solely upon the terms of this Lease.

21. Authority. The Parties hereto warrant that each has the authority to execute this Lease and bind their respective Parties hereto.

22. Attorneys' Fees. If any action at law or in equity is brought on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Premises, the prevailing Party shall be entitled to recover from the other Party, as part of prevailing Party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

23. Severability. If any provisions of this Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect.

24. Law Governing. This Lease shall be governed by and construed pursuant to the laws of the State of California. Venue for any action brought to resolve any dispute relating to this Lease shall be the Superior Court of California for the County of Lassen.

25. Waiver. Any express or implied waiver of a breach of any term of this Lease shall not constitute a waiver of any further breach of the same or other term of this Lease.

26. Further Assurances. Each Party shall, whenever and as often as it shall be requested by the other Party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such further instruments and documents as may be necessary in order to complete the sale, conveyance and transfer herein provided, and to do any and all other acts, and to execute acknowledge and deliver any and all documents which are reasonably necessary to carry out the intent and purpose of this Lease.

27. Amendments. This Lease may be modified only in writing and only if signed by the Parties at the time of the modification.

28. Recordation of Memorandum of Lease. This Lease shall not be recorded, but the Parties shall execute and record a Memorandum of Lease, attached to this Lease as **Exhibit C**. The Memorandum of Lease shall be recorded with the Lassen County Recorder's Office at Lessee's expense.

29. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Lease.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first above written.

LESSOR:

City of Susanville,
a California municipal corporation
and political subdivision of the State of California

By: _____
Kathie Garnier, Mayor

APPROVED AS TO FORM:

By: _____
Jessica Ryan, City Attorney

ATTEST:

By: _____
Gwenna MacDonald, City Clerk

LESSEE:

Honey Lake Valley Recreation Authority,
a California joint powers authority

By: _____
Jared G. Hancock, Executive Officer

APPROVED AS TO FORM:

By: _____
Maggie Stern, Legal Counsel

Exhibit A

(Legal Description of Property)

The land referred to herein is situated in the State of California and is described as follows:

Parcel 1:

Portions of Block 4 and Plum Street as said Block and Street is shown on the "Official Map of Winchester Addition to Susanville", filed June 30, 1920 in the office of the Lassen County Recorder, in Book 1 of Maps, at Page 17, described as follows:

(a) Lot 12 and that portion of the West half of Plum Street duly abandoned, lying contiguous thereto, lying Southerly of the existing line of South Street.

(b) The East half of Lot 13 and that portion of the West half of said Lot described as follows:

Beginning at the Northwest corner of Lot 13, thence S 68° 32'40" E, 64.25 feet to a point in the East line of the W ½ of said Lot; thence N 7° 58'20" E, 14.98 feet along said East line to the North line of said Lot; thence N 82° 01'40" W, 62.48 feet along the North line of said W ½ to the point of beginning.

Parcel 2:

A portion of South Street, duly abandoned as said street is shown on the above referred to map, described as follows:

Commencing at the Section corner common to Sections 31 and 32, Township 30 North, Range 12 East, Mount Diablo Meridian; thence along the South line of said Section 31, S 89° 47'18" W, 232.75 feet to a point in the centerline of the alley in said Block 4, extended Southerly and the point of beginning; thence N 7° 58'20" E, along said centerline extension 58.41 feet to a point in the North line of said abandoned South Street; thence S 89° 47'18" W along said North line 73.22 feet, to the Southwest corner of the E ½ of said Lot 13; thence S 7° 58'20" W, 58.41 feet to the aforesaid South line of said Section 31; thence along said South line N 89° 47'18" E, 73.22 feet to the point of beginning.

Exhibit B-1

(Legal Description of Premises)

The land referred to herein is situated in the State of California and is described as follows:

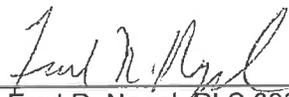
PROPOSED DESCRIPTION
LEASE TO HONEY LAKE VALLEY RECREATION AUTHORITY

A PORTION OF SOUTH STREET IN SECTIONS 31 AND 32, T30N R12E, MDM, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 31 AS SHOWN ON THAT RECORD OF SURVEY MAP FOR HONEY LAKE VALLEY RECREATION AUTHORITY FILED APRIL 20, 2015 IN BOOK 44 OF MAPS AT PAGE 8 IN THE OFFICE OF THE LASSEN COUNTY RECORDER, AND RUNNING THENCE ALONG THE SOUTH LINE THEREOF, N 89°08'26"W 150.00 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN THAT DEED TO THE HONEY LAKE VALLEY RECREATION AUTHORITY RECORDED JANUARY 26, 2015 AS DOCUMENT NUMBER 2015-00331, LASSEN COUNTY RECORDS; THENCE ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID DEED, N 01°16'34"E 79.75 FEET; THENCE S 66°03'18"E 203.64 FEET TO THE SOUTH LINE OF SAID SECTION 32, BEING ALSO THE SOUTH LINE OF SOUTH STREET; THENCE ALONG SAID SOUTH LINE, N 88°58'59"W 37.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.17 ACRE MORE OR LESS.

Prepared By: _____


Fred R. Nagel, PLS 3989

Date: _____

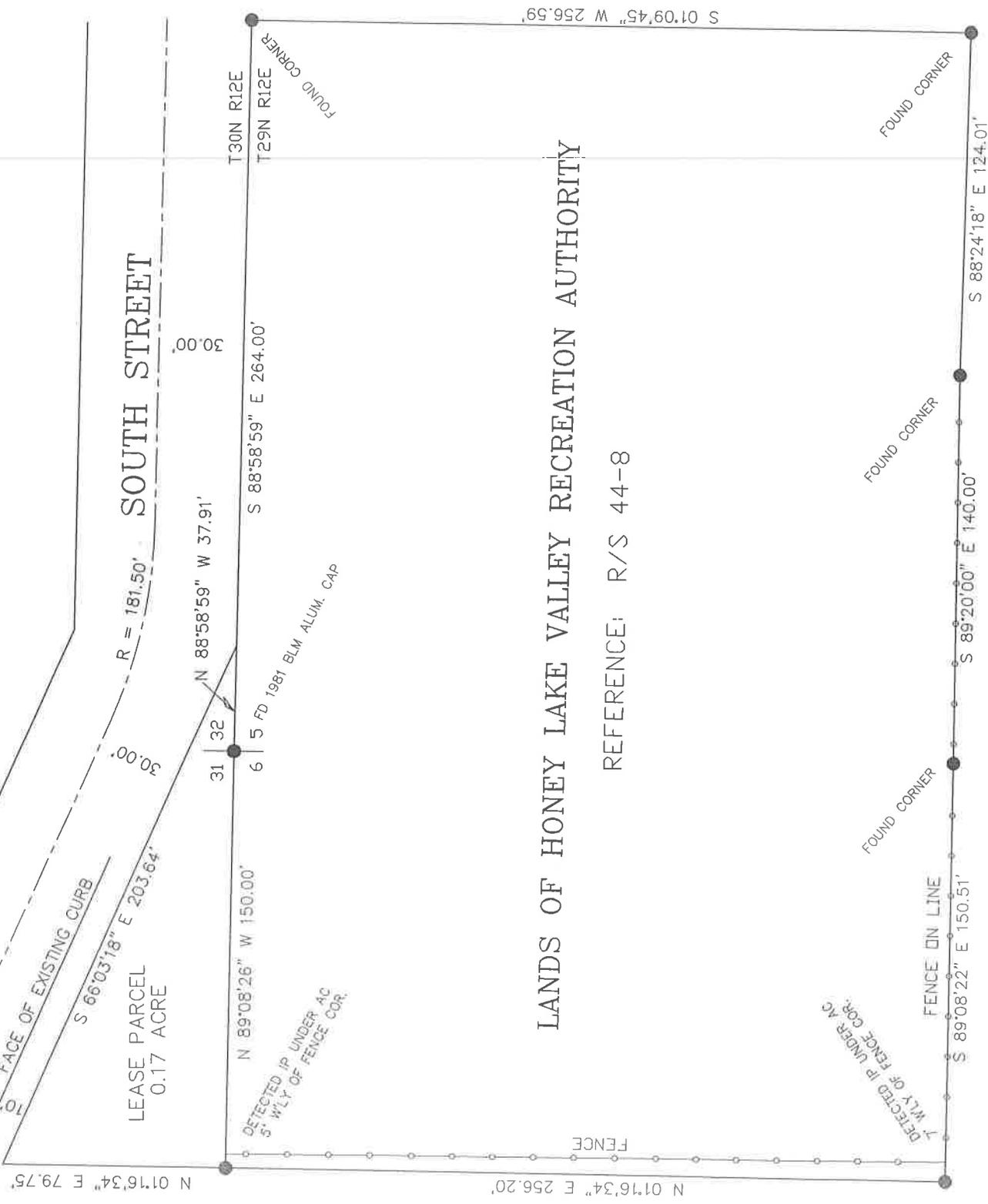
8-21-16



August 22, 2016

Exhibit B-2

(Depiction of Premises)



SOUTH STREET

R = 181.50'

LEASE PARCEL
0.17 ACRE

LANDS OF HONEY LAKE VALLEY RECREATION AUTHORITY

REFERENCE: R/S 44-8

N 01°16'34" E 79.75'

N 01°16'34" E 256.20'

S 01°09'45" W 256.59'

S 88°24'18" E 124.01'

N 88°58'59" W 37.91'

S 88°58'59" E 264.00'

T30N R12E
T29N R12E

6 | 5 FD 1981 BLM ALLUM. CAP

DETECTED IP UNDER AC
5' W/LY OF FENCE COR.

DETECTED IP UNDER AC
5' W/LY OF FENCE COR.

FOUND CORNER

FOUND CORNER

FOUND CORNER

S 89°08'22" E 150.51'

S 89°20'00" E 140.00'

FACE OF EXISTING CURB

30.00'

30.00'

31

32

FENCE

FENCE IN LINE

Exhibit C

(Memorandum of Lease)

**NO RECORDING FEE REQUIRED
PURSUANT TO
GOVERNMENT CODE SECTION 27383**

**Recording Requested By and
When Recorded Return To:**

**City of Susanville
66 N. Lassen Street
Susanville, CA 96130
Attention: City Clerk**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is made as of November ____, 2016, by and between the **City of Susanville**, a California municipal corporation and political subdivision of the State of California ("Lessor"), and the **Honey Lake Valley Recreation Authority**, a California joint powers authority ("Lessee"), who agree as follows:

1. Property. Lessor and Lessee are parties to that certain Recreation Ground Lease dated the same date herewith ("Lease"), the terms and conditions of which are hereby incorporated by this reference as if set forth in full herein, under which Lessor leases to Lessee the real property legally described on **Exhibit A** and depicted in **Exhibit A-1**, attached hereto and made a part hereof ("Premises") for recreation and park-related uses.

2. Term. The term of the Lease begins on the same date herewith and terminates ninety-nine (99) years thereafter ("Term"), or sooner in accordance with the terms of the Lease.

3. Assignment. Lessee's rights and obligations under the Lease shall not be assigned without Lessor's prior written consent, and any assignment without this consent shall be void.

4. Successors and Assigns. This Memorandum and the Lease shall bind and inure to the benefit of the Parties and their respective heirs, successors, and assigns.

5. Notice. This Memorandum has been prepared for the purpose of giving notice of the Lease, and of its terms, covenants, and conditions, and for no other purposes. This Memorandum shall not be deemed to modify, alter or amend the provisions of the Lease, the terms of which remain in full force and effect. In the event any conflict exists between the terms of the Lease and this Memorandum, the terms of the Lease shall for all purposes govern and determine the relationship between the Lessor, the Lessee, and their respective rights and duties.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum as of the day and year first above-written.

LESSOR:

City of Susanville,
a California municipal corporation
and political subdivision of the State of California

By: _____
Kathie Garnier, Mayor

LESSEE:

Honey Lake Valley Recreation Authority,
a California joint powers authority

By: _____
Jared G. Hancock, Executive Officer

Exhibit A

(Legal Description of Premises)

PROPOSED DESCRIPTION
LEASE TO HONEY LAKE VALLEY RECREATION AUTHORITY

A PORTION OF SOUTH STREET IN SECTIONS 31 AND 32, T30N R12E, MDM, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 31 AS SHOWN ON THAT RECORD OF SURVEY MAP FOR HONEY LAKE VALLEY RECREATION AUTHORITY FILED APRIL 20, 2015 IN BOOK 44 OF MAPS AT PAGE 8 IN THE OFFICE OF THE LASSEN COUNTY RECORDER, AND RUNNING THENCE ALONG THE SOUTH LINE THEREOF, N 89°08'26"W 150.00 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN THAT DEED TO THE HONEY LAKE VALLEY RECREATION AUTHORITY RECORDED JANUARY 26, 2015 AS DOCUMENT NUMBER 2015-00331, LASSEN COUNTY RECORDS; THENCE ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID DEED, N 01°16'34"E 79.75 FEET; THENCE S 66°03'18"E 203.64 FEET TO THE SOUTH LINE OF SAID SECTION 32, BEING ALSO THE SOUTH LINE OF SOUTH STREET; THENCE ALONG SAID SOUTH LINE, N 88°58'59"W 37.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.17 ACRE MORE OR LESS.

Prepared By: _____

Fred R. Nagel, PLS 3989

Date: _____

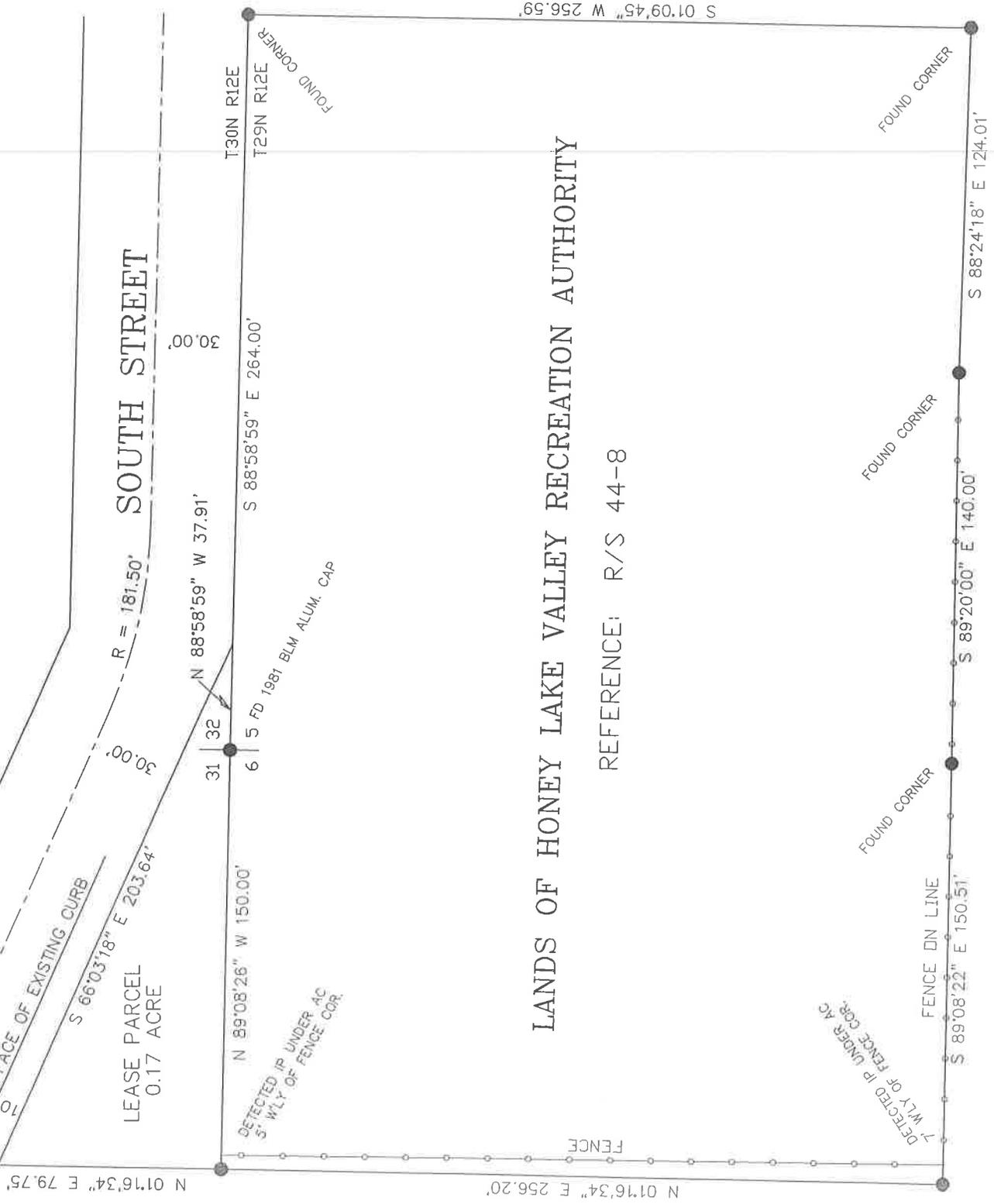
8-21-16



August 22, 2016

Exhibit A-1

(Depiction of Premises)



LANDS OF HONEY LAKE VALLEY RECREATION AUTHORITY

REFERENCE: R/S 44-8

Submitted By: Heidi Whitlock, Secretary

Action Date: November 15, 2016

HLVRA AGENDA ITEM

PRESENTED BY: Jared G. Hancock, Executive Officer

SUBJECT: Approve **Resolution No. 16-07**, approving Contract Change Order #4 as part of the HLVRA Community Swimming Pool Project.

SUMMARY: Staff has been working with Modern Building Inc. to complete the Honey Lake Valley Community Pool Project. To date, the JPA has approved and executed 3 change orders changing the GMP to \$2,751,236.25.

Change Order #4 is for the storage room / lobby construction and design reconfiguration, provide an improved layout and additional lobby and office space. Changes included removal of framing, data, electrical that had already been installed, modification to casework, exterior door with viewing window, half wall, addition of counter top runner on half wall and slight modification of lighting and HVAC to conform with the new space.

The work included in change order #4 has already been completed and the additional \$4,482.75 will increase the GMP to \$2,755,719.00.

FISCAL IMPACT: Change Order #4 - \$4,482.75

ACTION REQUESTED: Direction to staff.

ATTACHMENTS: Resolution No. 16-07
Contract Change Order #4

RESOLUTION NUMBER 16-07
A RESOLUTION OF THE HONEY LAKE VALLEY RECREATION AUTHORITY APPROVING
CONTRACT CHANGE ORDER #4 AS PART OF THE HONEY LAKE VALLEY RECREATION
AUTHORITY COMMUNITY SWIMMING POOL PROJECT TO INCREASE THE PHASE II CONTRACT
AMOUNT TO \$2,755,719.00

WHEREAS, the Honey Lake Valley Recreation Authority (HLVRA) has determined that the design-build option, authorized by California Public Contract Code section 22160 et seq, is the most economical, practical and flexible for the design and construction of the community swimming pool; and

WHEREAS, the HLVRA awarded the project to Modern Building Inc; and

WHEREAS, the HLVRA, at its October 25, 2016 meeting, adjusted the total Project cost to \$2,751,236.25, as contract negotiations and change orders required; and

WHEREAS, it was determined by HLVRA staff that additional work requiring additional funds is required to effectively complete the project; and

WHEREAS, in furtherance thereof, Contract Change Orders #4 is hereby submitted adding additional work to the project for an increase in the amount of \$4,482.75.

NOW, THEREFORE, BE IT RESOLVED by the HONEY LAKE VALLEY RECREATION AUTHORITY that execution of Contract Change Order #4, identifying additional work to be completed for the Community Pool Project in the amount of \$4,482.75, is approved increasing the Phase II total project cost by \$4,482.75 for a total Phase II project cost of \$2,755,719.00.

Approved: _____
Brian R. Wilson, President

Attest: _____
Heidi Whitlock, Secretary

The foregoing **Resolution Number 16-07** was approved and adopted at a regular meeting of the Honey Lake Valley Recreation Authority held on the 15th day of November, 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Heidi Whitlock, Secretary

APPROVED AS TO FORM:

Kronick Moskowitz Tiedemann & Girard

Project Name: Community Pool Project

EXHIBIT 10
Project No.: 16-01

Honey Lake Valley Recreation Authority

CHANGE ORDER NO.: 04

Reference Field Order No.: 04

Project Name: Susanville Community Pool Project

Contract Date: 12/16/2015

Project Number: 16-01 (MBC Project #15056)

To Design Builder: Modern Building, Inc.

Address: PO Box 772, Chico, CA 95927

DESCRIPTION OF CHANGE:

Remodel lobby and storage room to provide for new layout per RGA drawing CL-5.1 dated 10/10/2016. Changes include: removal of framing, data, electrical that have already been installed, modifications to casework, exterior door 103, reframing of half wall, addition of counter top runner on half wall, and slight modifications of lighting and HVAC to conform with the new space.

Adjustments of Contract Sum:

Adjustments of Contract Time: (Days)

Original Contract: \$ 2,860,400.00

Original Contract Time: 180

Prior Adjustments: \$ (109,163.75)

Prior Adjustments: 0

Contract Sum Prior to this Change: \$ 2,751,236.25

Contract Time Prior to this Change: 180

Adjustment for this Change: \$ 4,482.75

Adjustment for this Change: 0

Revised Contract Sum: \$ 2,755,719.00

Revised Contract Time: 180

Design Builder waives any claim for further adjustments of the Contract Sum and the Contract Time related to the above described change in the work.

Recommended:

By: _____
(Signature of Authority's Representative)

(Printed Name)

Date: _____

Accepted:

By:  _____
(Design Builder Signature)

Phil Strawn - Modern Building, Inc.

(Printed Design Builder Name)

Date: 10/26/2016

Reviewed and Recommended:

By: _____
(Signature of Authority's Designated Administrator)

(Printed Name)

Date: _____

Funds Sufficient:

By: _____
(Signature of Authority's Finance Office)

(Printed Name)

Date: _____

Approved:

(Printed Name)

By: _____
(Signature)

Date: _____

