

DIXON PUBLIC LIBRARY DISTRICT

COMPREHENSIVE LIBRARY FACILITIES IMPACT FEE UPDATE STUDY

FINAL DRAFT

DECEMBER 29, 2014



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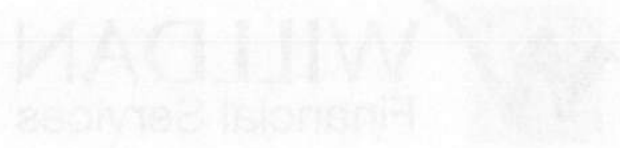
DIXON PUBLIC LIBRARY
DISTRICT

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Library Facilities Impact Fee Study

The following report presents an analysis of the cost of library facilities to accommodate new development within the Dixon Public Library District ("District"). The report provides the technical documentation to support a comprehensive update to the District's facilities mitigation fee (or "impact fee") on new development.

In 2004, Willdan Financial Services (formerly MuniFinancial) prepared the Library Facilities Impact Fee Report, which was used to establish a library facilities impact fee for the District, identifying the contribution from new development necessary to fund library facilities needed by the year 2020. Since the 2004 report, Willdan Financial Services has prepared four reports updating the fee to consider changes in the cost of library facilities and demographics within the District.

This report updates comprehensively updates all assumptions, and re-calibrates the fees based on new facility standards.

Background and Study Objectives

The District retained Willdan Financial Services to perform this study to comprehensively update its library facilities impact fee. Impact fee programs in California must meet the requirements of the *Mitigation Fee Act* contained in *California Government Code §66000 et seq.* This report provides the necessary findings required by the Mitigation Fee Act for adoption of the library impact fee to be imposed on new development in the District.

Public Facilities Financing in California

The changing fiscal landscape in California during the past 30 years has steadily undercut the financial capacity of local governments to fund infrastructure. Three dominant trends stand out:

- The passage of a string of tax limitation measures, starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
- Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses; and
- Steep reductions in federal and state assistance.

Faced with these trends, many cities and counties have had to adopt a policy of "growth pays its own way." This policy has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees also known as public facilities fees. Assessments and special taxes require approval of property owners and are appropriate when the funded facilities are directly related to the developing property. Development impact fees, on the other hand, are an appropriate funding source for facilities that benefit all development jurisdiction-wide or within designated zones of benefit. Development fees need only a majority vote of the legislative body for adoption.

Facility Standards and Allocation of Costs

This nexus analysis is based on facility standards implied by the District's existing level of service to determine the facilities needed to accommodate new development. Facility costs are based on average land costs per acre from recent transactions within Dixon, and construction costs were taken from other local library construction cost estimates.

The facility standards used for the nexus analysis to determine the amount of planned facilities are an increase over actual existing standards based on the District's current inventory of facilities and its current service population. The identification and use of facility standards ensures that

new development will only fund the share of planned facilities needed to accommodate growth. Thus, consistent with provisions of the Mitigation Fee Act this study demonstrates that there is a reasonable relationship between new development, the amount of the fee, and facilities funded by the fee.

Library Facilities Service Population

For the purposes of this study, residents and workers are assumed to be the primary users of libraries. Therefore, demand for library facilities in 2040 is based on the existing and projected residential population and excludes workers.

Estimates of both existing residents population in the District are based on estimates for the City of Dixon in 2014, adjusted by an estimate of 6,700 residents in the unincorporated areas. The County's growth management policies limit development to the incorporated areas, so all future growth within the District is assumed to occur within the City of Dixon. Future estimates of residents are based on housing unit projections from the *Association of Bay Area Governments (ABAG) Final Forecast of Jobs, Population and Housing, July 2013*.

Estimates of existing and 2040 workers also come from the ABAG Forecast. In calculating the service population, workers are 0.10 of a resident, consistent with previous studies within the District. **Table 1** below summarizes the estimates of total existing and projected service population for in the District.

Table 1: Dixon Public Library District Service Population

	2014	2040	Net Growth
City of Dixon Resident Population ¹	19,000	20,400	1,400
Resident Population Outside City Boundaries ²	6,700	6,700	-
Subtotal	25,700	27,100	1,400
Employment ³	4,500	5,780	1,280
Employment Weighting ⁴	0.10	0.10	0.10
Weighted Employment	450	580	130
Total District Service Population	26,150	27,680	1,530

Note: Figures have been rounded.

¹ Based on Table E-5 from the California Department of Finance (2014)

² Assumes population outside of the City of Dixon will remain static due to Solano County's policies limiting development in rural areas.

³ Estimates from ABAG's Final Forecast of Jobs, Population and Housing, 2013.

⁴ Employment weighting of 0.10 based on estimated use.

Sources: California Department of Finance; Association of Bay Area Governments (ABAG) *Final Forecast of Jobs, Population and Housing (July 2013)*; Dixon Public Library District; Willdan Financial Services.

Occupant Densities

A key demographic assumption for the purpose of allocating library facilities costs across varying land uses is the number of persons per dwelling unit, or employees per 1,000 square feet of nonresidential building space. This study uses data from the U.S. Census Bureau's 2012 *American Community Survey* to estimate current population densities for the District. The residential occupant density factors were developed from the *American Community Survey* tables B25033 and B25024. Note that the *American Community Survey* lacks data on secondary residential dwelling unit density. This study assumes 1.0 persons per secondary residential dwelling unit. Dixon considers 1.0 persons per secondary residential unit a reasonable estimate of occupancy density.

The nonresidential occupancy factors for are based on occupancy factors found in the *Employment Density Study Summary Report*, prepared for the Southern California Association of Governments by The Natelson Company. Though not specific to Dixon, the Natelson study covered employment density over a wide array of land use and development types, making it reasonable to apply these factors to other areas.

A summary of the population density estimates used in this study appears in **Table 2** below.

Table 2: Occupancy Density Assumptions

Residential

Single Family Unit	2.84	Persons per dwelling unit
Multi-family Unit	2.57	Persons per dwelling unit
Second / Accessory Unit	1.00	Persons per dwelling unit

Non-Residential

Retail	2.00	Employees per 1,000 sq. ft.
Office	3.33	Employees per 1,000 sq. ft.
Industrial	1.40	Employees per 1,000 sq. ft.
Warehouse	0.42	Employees per 1,000 sq. ft.

Sources: US Census, 2012 American Community Survey, Tables B25033 and B25024; The Natelson Company, Inc., *Employment Density Study Summary Report*, October 31, 2001, densities for Suburban Developing Counties (rew eighted by WFS), pp. 15-23; Willdan Financial Services.

Existing Library Facilities

The amount of existing library facilities that the Library owns will be used to inform the facility standards in this analysis. **Table 3** summarizes the District's existing library facility inventory. Only facilities owned by the District and included in the inventory.

Table 3: Existing Library Facilities

	Amount
Land	
230 N. First Street	0.64 acres
125 East B Street	0.11 acres
193 East B Street	0.33 acres
Subtotal	1.08
Buildings	
Main Library	6,000 sq. ft.
Miller Building ¹	4,905 sq. ft.
Subtotal	10,905 sq. ft.
Items	
	49,204 items

¹ Shown for informational purposes. Not used in the calculation of the facility standard.

Sources: Dixon Public Library District; Willdan Financial Services.

Facility Standards and Unit Costs

Table 4 calculates the District's existing library facility standards. The standard for each type of facility is expressed as the number of units (acres, buildings or items) per service population within the District. Going forward, the District plans to build new facilities to maintain these standards as new development contributes to demand for library facilities.

Table 4: Library Facilities Standards

Facility Standards	Existing Inventory	Existing Service Population	Existing Standard per Capita
Land - Acres	1.08 acres	26,150	0.00004 acres
Buildings - Square Feet ¹	6,000 sq. ft.	26,150	0.23 sq. ft.
Collections - Items	49,204 items	26,150	1.88 items

¹ Does not include Miller Building square footage, as it is not currently operating as library space and needs renovation.

Sources: Tables 1 and 3; Willdan Financial Services.

Future Library Facilities

Table 5 calculates the amount of new facilities that the District will need to construct and purchase in order to serve the projected 2040 service population by multiplying the standards in Table 4, by the total population in 2040 identified in Table 1. The District is in the early stages of planning an expansion of library office space into the Miller Building. Note that the Miller Building square footage is not used in the calculation of the existing standard. Moving library offices into

the Miller Building will allow more space in the current building to be used for library purposes as new development creates demand for additional library space.

Table 5: Total 2040 Library Facility Needs

Item	Existing Standard
2040 Population	27,680
<i>Facilities needed to meet standards at 2040</i>	
Land - Acres	1.14
Buildings - Square Feet ¹	6,400
Collections - Items	52,000

¹ Does not include Miller Building square footage, as it is not currently operating as library space and needs renovation.

Sources: Tables 1 and 4; Willdan Financial Services.

Table 6 compares the total 2040 facility needs from Table 5 with the existing facilities inventory from Table 3 to calculate the facilities needed to maintain the existing facility standard through 2040. The table then multiplies the needed facilities by the current cost per unit for each type of facility to determine the total cost of facilities needed to maintain the existing standard. If the impact fee is charged at these levels, this amount is also the projected fee revenue. The cost per acre was derived from recent sales comps within the City of Dixon. The cost for new construction and collections comes from recent library construction cost estimates in Sacramento County.

Table 6: Additional Library Facilities Needs

	Total Facility Needs 2040	Existing Facilities 2014	Needed Facilities	Cost per Unit	Total Cost of Facilities
<i>Existing Standard</i>					
Land - Acres	1.14 acres	1.08 acres	0.06 acres	\$ 228,000	\$ 14,400
Buildings - Square Feet	6,400 sq. ft.	6,000 sq. ft.	400 sq. ft.	700	280,000
Collections - Items	52,000 items	49,204 items	2,796 items	30	83,880
Total					\$ 378,280

Sources: Loopnet.com; Sacramento County Public Library Authority; Mack5; Tables 3, 4 and 5, Willdan Financial Services.

Library Facilities Cost per Capita

Table 7 shows the total per capita cost of providing the existing standard. The per capita cost components are derived from the facility standards and units costs described and presented above. The unit cost is multiplied by the facility standard per capita. Also included in the existing value per capita of the District's impact fee fund balance. The fund balance represents capital facilities that have not yet been constructed. The results are summed to determine the total per capita needed to maintain the District's existing facility standards as new development adds

demand for library facilities. The cost per capita per worker is weighted at 0.10 of the cost per capita for residents.

Table 7: Library Facilities Cost Per Capita

	Existing Standard
Average Cost per Building Sq. Ft.	\$ 700
Facility Standard (sq. ft. per capita)	0.23
Cost per Capita	<u>\$ 161</u>
Average Cost per Acre of Land	\$ 228,000
Facility Standard (sq. ft. per capita)	0.00004
Cost per Capita	<u>\$ 9</u>
Average Cost per Collection item	\$ 30
Facility Standard (items per capita)	1.88
Cost per Capita	<u>\$ 56</u>
Plus Existing Fund Balance per Capita ²	<u>\$ 10</u>
Total Cost per Resident	\$ 236
Total Cost per Worker¹	24

Note: Figures have been rounded to the nearest dollar.

¹ Based on worker weighting factor of 0.10.

² Based on existing fund balance of \$262,980, and existing service population of 26,150.

Sources: Tables 4 and 6; Willdan Financial Services.

Table 8 displays the library facilities fee schedule. The library facilities impact fee per dwelling unit is based on the total cost per capita multiplied by the average population density by type of unit described above. The total fee includes an impact fee program administrative charge of two percent (2.0%). The administrative charge funds legal, accounting, administrative support, revenue collection, revenue and cost accounting, and mandated public reporting costs associated with the fee program.

Table 8: Maximum Justified Library Facilities Impact Fees - Existing Standard

Land Use	A	B	C = A x B		D = C x 2%	E = C + D	F = E / 1,000
	Cost per Capita	Density	Base Fee ¹	Admin. Costs ²	Fee per DU / KSF	Fee per Sq. Ft.	
Residential							
Single Family	\$ 236	2.84	\$ 670	\$ 13	\$ 683		
Multi-family	236	2.57	607	12	619		
Second / Accessory Unit	236	1.00	236	5	241		
Nonresidential (per 1,000 square feet)							
Retail	\$ 24	2.00	\$ 48	\$ 1	\$ 49	\$ 0.05	
Office	24	3.33	80	2	82	0.08	
Industrial	24	1.40	34	1	35	0.04	
Warehouse	24	0.42	10	-	10	0.01	

¹ Fee per dwelling unit of residential or 1,000 square feet of nonresidential.

² Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support, and (2) impact fee program administration.

Sources: Tables 2 and 7, Willdan Financial Services.

Program Implementation

The library facilities impact fee would be collected at time of building permit issuance. Because the District does not have the statutory authority to adopt a fee, it must rely on the County Board of Supervisors for the authority in the unincorporated areas, and the City of Dixon's authority within City limits. In addition, to implement the fee the District, in cooperation with the City and County, should:

- Identify funding sources to complement impact fee revenues to fund planned facilities;
- Maintain an annual Capital Improvement Program budget or another accounting mechanism to indicate where fees are being expended to accommodate growth;
- Maintain records on use of the administrative charge to justify the amount;
- Comply with the annual and five-year reporting requirements of *Government Code* Section 66001 and 66006; and
- Identify appropriate inflation indexes in the fee ordinance and allow an automatic inflation adjustment to the fee annually.

Typically, an inflation index can be based on the District's recent capital project experience or from any reputable published source, such as the Construction Cost Index of the Engineering News Record. The District may also elect use separate indexes for land and construction. Calculating the land index may require use of a property appraiser every several years. To calculate the fee increase, total planned facility costs represented by land or construction, as appropriate, should weight each index.

Mitigation Fee Act Findings

Impact fees are assessed and typically paid when a building permit is issued for a new development project by the local agency responsible for regulating land use (cities and counties). To guide the imposition of facilities fees, the California State Legislature adopted the Mitigation Fee Act with Assembly Bill 1600 in 1987 and subsequent amendments. The Mitigation Fee Act, contained in California Government Code §§66000 – 66025, establishes requirements on local agencies for the imposition and administration of fees. The Mitigation Fee Act requires local agencies to document five statutory findings when adopting fees.

The five findings required by the Mitigation Fee Act to adopt the library facilities impact fee are presented below and supported by this nexus study (code references are to the California Government Code). The findings presented here are suggested findings only. The District adopted findings for existing plan area library fees at the time that those library facilities fees were initially approved by the Board of Supervisors. It is necessary to adopt new findings to accompany these Districtwide library facilities fees. The District may adopt findings presented here, or may choose to adopt updated or different findings.

Purpose of Fee

For the first finding the District must:

- ♦ *Identify the purpose of the fee. (§66001(a)(1))*

District policy is that new development will not burden the existing service population with the cost of facilities required to accommodate growth. The purpose of the library facilities impact fee is to implement this policy by providing a funding source from new development for the library facilities needed to serve that development. The fees advance a legitimate interest by enabling the District to provide library facilities for new development.

Use of Fee Revenues

For the second finding the agency must:

- ♦ *Identify the use to which the fees will be put. If the use is financing facilities, the facilities shall be identified. That identification may, but need not, be made by reference to a capital improvement plan as specified in §65403 or §66002, may be made in applicable general or specific plan requirements, or may be made in other public documents that identify the facilities for which the fees are charged. (§66001(a)(2)).*

The library facilities impact fee would be available to fund new and expanded library facilities to accommodate new development. The facilities needed to accommodate new development are preliminarily identified in this report and are consistent with the Dixon Library District's policies and standards. The facilities include, but are not limited to: land acquisition, library building construction, equipment and computer purchases necessary for library functions, collection acquisition, and all capital project-related planning, design, engineering, environmental, and management costs.

Benefit Relationship

For the third finding the agency must:

- ♦ *Determine the reasonable relationship between the fees' use and the type of development project on which the fees are imposed. (§66001(a)(3))*

The District will restrict fee revenue to uses described above under the "Use of Fee Revenues" finding. The District will keep fee revenue in a segregated account. Facilities funded by the fee will serve new development based on the recommendations of the District and action by the District. Over the 26-year planning horizon the District will use non-fee revenues to fund the fair share of new or expanded facilities needed to achieve maintain the 2014 existing facility standard. This approach ensures a reasonable relationship between the use of fee revenue and new residential development that will pay the fees.

Burden Relationship

For the fourth finding the agency must:

- ♦ *Determine the reasonable relationship between the need for the public facilities and the types of development on which the fees are imposed. (§66001(a)(4))*

Service population provides an indicator of the demand for library facilities needed to accommodate growth. Service population is calculated based on the number of residents associated with residential development.

The need for the fee is based on the library facilities standards identified in this report. These standards determine the facilities needed to support the 2040 service population. New development's fair share of planned facilities is based on projected new residential service population by 2040.

Proportionality

For the fifth finding the agency must:

- ♦ *Determine how there is a reasonable relationship between the amount of the fee and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed. (§66001(b))*

This reasonable relationship between the library facilities impact fee for a specific development project and the cost of the facilities attributable to that project is based on the estimated size of the service population that the project will accommodate. The library facilities impact fee schedule when applied based on the type and number of dwelling units in a development project results in a total fee that reflects the estimated service population of the project. Larger development projects will generate a higher service population and pay a higher fee than smaller projects. Thus, the application of the fee schedule to a specific project ensures a reasonable relationship between the fee and the cost of the facilities attributable to that project.

Minutes—Draft
DIXON PUBLIC LIBRARY DISTRICT
GOVERNING BOARD OF LIBRARY TRUSTEES
7:00 P. M., THURSDAY, January 22, 2015,
REGULAR MEETING

MEETING LOCATION
DIXON CITY COUNCIL CHAMBERS
600 EAST A STREET, DIXON, CA 95620

1. Call to Order

Mr. Gabby called the meeting to order at 7 pm

2. Business meeting

a. Pledge of Allegiance

Pledge of Allegiance said

b. Roll Call

Trustees

John Gabby, President—present

Andrew Bloom, Vice President—present

Guy Garcia, Clerk—present

Caitlin O'Halloran, Member—present

Joe DiPaola, Member—present

Staff

Steve Arozena, Library Director—present

3. Notice to the Public

None

4. Correspondence

None

5. Consent Agenda

None

6. Public Comment

None

7. Guests & Presentations

None

8. Director's Report

■ **Budget report**

- Mr. Arozena presented the monthly budget report to the Board to look at at their own leisure. Mr. DiPaola asked about the construction in progress line and why there is so much money in that. Mr. Arozena stated that it is a rollover from prior library administrations and doesn't represent any current projects. Mr. Di Paola and Mr. Garcia suggested that Mr. Arozena see if those funds could be transferred over to the cash fund. Mr. DiPaola asked whether the Board needed to approve the document. Mr. Arozena said it was merely the monthly budget report and had not required approval in the past.

■ **Library activities**

- Mr. Arozena stated that the Winter Reading Club involving 55 participants reading 340 books and submitted a copy of the report prepared by Adrienne Gass, the Youth Services Librarian. Mr. Arozena said that the number of books read was short of the goal set, but that the library provided a needy local family with presents and Christmas dinner anyways. Mr. Arozena stated that he personally dropped off six boxes of book donations for the Weed Library in Oroville and that they had received quite a number of donations to help rebuild that library after it was destroyed by a fire in September. Mr. Gabby, after perusing the Winter Reading Club report, asked if there was a misprint after noticing that one child read 107 titles on her own. Mr. Arozena said that it was not a misprint—that one child was responsible for 1/3 of the titles read!

■ **Continuing education**

- Mr. Arozena reported that Catherine Wesenfeld did attend the Guadalajara Book Fair in late November and benefitted from the experience. She was able to meet some new vendors for Spanish language materials. Mr. Arozena said that he found an instruction in Dixon for CPR and First Aid classes and was trying to arrange instruction for staff. He also said that he was taking an online management course next month from a former supervisor and former State Librarian who are teaching the class.

■ **Ongoing business**

■ **Approval of minutes from November 13, 2014 meeting**

- Ms. O'Halloran motioned to approve. Mr. Bloom seconded. Board voted unanimously to approve minutes.

■ **Carnegie update**

- Mr. Arozena said that the improvements discussed at the last meeting had been carried out. The lawn has been replaced, a sprinkler system has been installed, the concrete was redone, and the library is waiting for a metal gate to be installed to keep the trash cans out of sight from the street. The new windows and frames for the Carnegie should be installed on the weekend of

January 31st (weather permitting). Mr. DiPaola asked about the state of retrofitting the Carnegie for earthquake protection. Mr. Arozena said he had not looked into it. Mr. DiPaola suggested that we get someone in to look at what it would take to earthquake proof the building. Ginger Emerson approached the Board and asked about whether the new Carnegie windows would be in compliance with historical requirements. Mr. Arozena stated that he and Susan Werrin worked to find specialists to do the job and settled on one from Sacramento who was used to working with historical structures.

■ **Update on Miller Building**

■ Mr. Arozena stated that another architect, Paul Roberts of Vallejo came by to look at the project, but has not submitted his analysis back to the library yet. Mr. DiPaola explained to Ginger Emerson about potential plans for remodeling the interior of the Miller Building.

■ **Approval of expanded Facilities Fee Management report**

■ Mr. Arozena stated that the report is supposed to be filed every five years and it has been seven years since the last one. Mr. DiPaola pointed out that the fund had dipped to almost nothing in the past and that the fund should be much higher than it is now. Mr. DiPaola moved to approve. Ms. O'Halloran seconded. The Board approved the report 5-0.

■ **New Business**

■ **Proposed audit from Solano County**

Mr. Arozena stated that there has been no audit done since 2011 in direct violation of policy 5001.1. The library received a quote from Solano County for \$16,800 to perform the audit which would cover the 2012/13 and 2013/14 years. Mr. Garcia said that we should be sure to put it in future budgets. Mr. Arozena said that there is just over \$400,000 in the reserve available to be transferred. He said we are not obligated to use Solano County. Mr. DiPaola suggested we contact the auditor used for a past forensic audit. Nancy Schrott said that she finds it odd that we use Solano County to do the audits when they keep the records. Mr. DiPaola suggested that the Board authorize the amount of \$17,000 to be used towards the audit, but that Mr. Arozena explore the possibility of other auditors than Solano County. Mr. Di Paola moved to approve. Mr. Garcia seconded. The Board approved the authorization 5-0.

■ **Approval of Dates for 2015 Library Board Meetings**

Mr. Arozena submitted the list of dates for future Board meetings To be held on the second Thursday of each month. Mr. DiPaola Cautioned that there may be a conflict with the School Board Meeting in June. Mr. Gabby moved. Ms. O'Halloran seconded. Board approved the calendar 5-0.

Meeting adjourned.

John Gabby, President

Guy Garcia, Clerk

John Gabby, Board President

Guy Garcia, Clerk

PR&P Architects

January 29, 2015

Paul Roberts
President

Steve Arozena
Library Director
Dixon Public Library
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Dixon, CA 95620
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@prparch.com

Re: **Dixon Library:
Miller Building Remodel Development Plan**

Dear Steve,

Attached is PR&P Architects (PR&P) proposed Scope Document and our Fee Proposal for the Miller Building Remodel Development Plan.

Please let me know if you have any questions regarding this proposal.

Item	Amount
Project Delivery Fee	\$1,000.00
Design Fee	\$1,000.00
Construction Administration Fee	\$1,000.00
Initial Presentation to Staff	\$1,000.00
Concept Scheme Selection	\$1,000.00
Cost Estimating	\$1,000.00
Presentation to Library Board	\$1,000.00
Architectural Fee	\$1,000.00
Proposed Fee	\$1,000.00
Initial Design Consult for the September 2015	\$1,000.00
Library Building Level 1	\$1,000.00
Construction Administration Fee	\$1,000.00
Initial Cost Estimate for the September 2015	\$1,000.00
Total	\$10,000.00

Dixon Library Miller Building Remodel Development Plan

January 29, 2015

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Project Scope:

The Miller Building property is an existing two story commercial building. The existing Library incorporates the original library with a newer addition which is now the main entrance. This project scope builds on the building condition analysis previously prepared by PR&P Architects.

Develop Schematic Designs for the following project elements:

- Option A: Use of the Miller Building with part of the first floor to be converted to Library staff use, part remaining as leasable rental space, and the last part to be continued use for the Friends of the Library
- Option B: Use of the Miller Building 1st Floor solely for Library use.
- Option C: Expansion of the main library into the adjacent Library owned parcels without moving the original Carnegie Library
- Option D: A potential fourth scheme to be developed as the design emerges. Likely an alternative development scenario to Option C.

Cost Estimates

PR&P Architects will develop a Rough Order of Magnitude (ROM) Cost Estimate for each scheme. This will be prepared by PR&P Architects without the use of an outside Cost Consultant at this stage. Once a preferred scheme has been identified we recommend that a Cost Consultant be brought in to validate the Architect generated cost estimate.

Project Deliverables:

Existing library investigation
Four Schematic Design Concepts
Schematic Design Level Cost Estimates

Anticipated Projected Project Schedule:

Begin work:	Wednesday, Feb 11 th
Initial Presentation to Staff	Tuesday, March 3 rd
Concept Scheme Revisions	Tuesday, March 24 th
Cost Estimating	Tuesday, May 19 th
Presentation to Library Board:	Summer 2015

Architectural Fee

Proposed Fee:

Initial Design Consult for this scope (Jan 2015)	\$0
Library Building Investigation:	\$1,000
Schematic Design (4 Options)	\$6,500
ROM Cost Estimates for each Scheme (Architect Generated)	<u>\$2,000</u>
Total	\$9,500

Reimbursables (Printing, Mileage Delivery, etc.)	\$300
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Reimbursable expenses to be billed as a lump sum in proportion to the work completed.

PR&P Hourly Rate Schedule

(For Additional Services as authorized in writing)

Staff	2015 Rate Schedule
Paul Roberts	\$175 hr
Project Manager	\$165 hr
Project Architect	\$150 hr
Architect III	\$135 hr
Architect II	\$120 hr
Architect	\$105 hr
Intern Architect II/Draftsman II	\$85 hr
Project Based Admin	\$70 hr

The current phase is to be billed on a Lump Sum Basis.

Assumptions and Excluded Services:

- Any services not specifically indicated in this Proposal are excluded. No sub-consultant services unless indicated above are included as part of this base agreement.
- The cost estimates are being developed by PR&P Architects without the use of an outside cost consultant at this stage.

TERMS OF ENGAGEMENT

For Basic Services rendered, Owner agrees to compensate PR&P Architects (Architect) on a Lump Sum basis invoiced monthly per the hours completed. Payment is due upon receipt and will be subject to a 1% per month interest charge if paid more than fifteen days after receipt of invoice.

Additional Services beyond the scope of Basic Services will be performed only upon written agreement between the Owner, or its representative, and the Architect. The Owner agrees to compensate the Architect at the rates shown on the included 2015 PR&P Rate Schedule for these services.

Other terms and conditions:

This Agreement shall be governed by California State Law.

This Agreement may be terminated by either party upon ten (10) calendar days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date including all termination charges.

This letter is the entire Agreement between the Owner and the Architect. Changes or additions in this Agreement must be in writing and must be signed by both the Owner and Architect. Further, we will not proceed with work until we receive written notice

to proceed from the Owner, which must occur within 30 days in order for this Proposal to be valid.

Please contact me if you require any further information about this Proposal. Please sign and return a copy to us.

Sincerely,

PAUL ROBERTS

Paul Roberts, LEED AP
President
CA Architect 22318

Agreed to:

Name: _____

Authorized Representative

Date: _____

DixLib Scope & Fee 150129

TERMS OF ENGAGEMENT

For your use only. This document is not to be used for any other purpose. The information contained herein is confidential and intended solely for the use of the individual named. If you receive this document in error, please notify the sender immediately by e-mail. This document is not to be distributed outside the organization.

Additional services beyond the scope of the contract shall be performed only upon written agreement between the Contractor and the Owner. The Owner agrees to compensate the Architect at the rates shown on the attached Schedule of Rates for the services.

Other terms and conditions

The Architect shall be paid for all services rendered in accordance with the attached Schedule of Rates. The Architect may be paid for services rendered in accordance with the attached Schedule of Rates. The Architect shall be paid for all services rendered in accordance with the attached Schedule of Rates. The Architect shall be paid for all services rendered in accordance with the attached Schedule of Rates.

The Architect shall be paid for all services rendered in accordance with the attached Schedule of Rates. The Architect shall be paid for all services rendered in accordance with the attached Schedule of Rates. The Architect shall be paid for all services rendered in accordance with the attached Schedule of Rates. The Architect shall be paid for all services rendered in accordance with the attached Schedule of Rates.



Proposal for Fiscal Auditing Services

Dixon Public Library District

June 30, 2012, 2013, 2014

With the option for three one-year extensions

February 06, 2015

Fechter & Company
Certified Public Accountants
1870 Avondale Avenue Suite 4
Sacramento, CA 95825

Contact: Craig R. Fechter, CPA
T (916) 333-5360 F (916) 244-0116
Email: Cfechter@Fechtercpa.com

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February 06, 2015

Steve Arozena, Library Director
Dixon Public Library District
of Solano County
230 North First Street
Dixon, CA 95620

Dear Mr. Arozena:

Fechter & Company, Certified Public Accountants, is pleased to present our proposal to provide audit or review services to the Dixon Public Library District (the District). The Statement of Firm Qualifications and the credentials listed in the resumes of our team will demonstrate our qualifications, competence, and capacity to perform the audit services requested within the time frame required by the District.

This proposal is an irrevocable offer valid for 60 days after the date of the proposal. I am authorized to represent and to obligate the firm contractually to the District. I am located at 1870 Avondale Avenue, Suite 4, Sacramento, CA 95825, and you can contact me by telephone at (916) 333-5360.

Thank you for considering our proposal. We look forward to a long and successful working relationship with you and your management team.

Very Truly Yours,



Craig R. Fechter, CPA, President
Fechter & Company, Certified Public Accountants

Firm Profile

Fechter & Company, CPAs is a professional corporation formed in April 2005. We provide finance consulting and auditing services to governmental and non-profit entities. We specialize in serving agencies with annual budgets of less than \$25 million.

Fechter & Company is based in Sacramento, with a staff of 4 certified public accountants. Our relatively small practice offers several advantages to you:

- Experienced auditors perform all audit procedures from initial planning meetings through fieldwork to financial statement preparation.
- You receive a high level of personal service with easy access to professionals who can answer your questions and facilitate the audit process.
- Because the firm president performs and supervises on-site fieldwork, the turnaround time from the end of our fieldwork to the report draft is typically only 10 days.
- Working with the same auditors from year to year greatly reduces the time your staff spends familiarizing us with your business procedures. Your audit process becomes increasingly efficient.

Licensing and Independence

- Our firm is licensed as a certified public accounting firm in the state of California.
- Each CPA in our firm meets the independence requirements of the American Institute of Certified Public Accountants and the Government Auditing Standards, 2003 revision, published by the U.S. General Accounting Office.
- Our firm has had no disciplinary action taken or pending since its inception in 2005.
- There are no conflicts of interest with the District or its personnel.
- We will continue to maintain requisite insurance coverage—professional liability, workers compensation, business occupancy and auto insurance—throughout the course of our engagement. Our policy carries standard coverages of \$1,000,000/\$2,000,000.

Quality Controls

Engagement Partner and Staff for This Assignment

Mr. Craig Fechter will lead the audit while Mr. Scott German and Mr. David Fechter will assist with the fieldwork. Complete resumes are attached to this proposal.

Mr. Fechter takes annual courses on the Governmental Accounting & Audit Update. He completed a course in the implementation of the new Auditing Standards (SAS 108-114) in 2011. He also serves on the accounting advisory board for UC Davis Extension and teaches a course, which serves as a source of continuing professional education.

We have recognized the District's need for staff consistency. You will deal with the same principal each year on the audit – Mr. Craig Fechter, CPA. He will be on site for each day of fieldwork for each year our firm performs your audit.

Internal Quality Control Procedures

- Each member of our firm meets the continuing education and external quality control review requirements contained in the Government Auditing Standards, 2003 revision, published by the U.S. General Accounting Office.
- Each audit staff is required to complete annual update courses for both Government/A-133 and non-profit audits. These courses, which together comprise 26 hours of continuing education, help our audit staff maintain awareness of technical changes in both regular and single audits.
- During the years our firm is not peer reviewed, we conduct annual internal reviews. A principal inspects 4 randomly selected audits and makes notations and recommendations in the same manner as an external peer review. This helps to keep our working papers and audit processes fresh.
- Prior to being released, each audit is reviewed by a partner who is not involved with the audit or the client. This independent partner makes observations and suggestions as to additional audit procedures that should be performed. For new clients, a second partner reviews our audit planning memorandum prior to our beginning the fieldwork in order to ascertain why certain procedures were selected while others were not.

Although our audit staff is extremely experienced, we continually strive to improve our audit quality, from the planning stages to the final report. We actively encourage all staff to suggest new or different procedures.

Technology and Security

We maximize both efficiency and security by using technology recognized as standard in the accounting industry. These are some examples:

- **Microsoft Office Applications**
Since most of our clients use Microsoft applications, we likewise use the programs, which enable us to collaborate on projects.
- **Engagement CS**
We use Engagement CS paperless auditing system to cut processing time and costs. All information can be uploaded to our secure file transfer website.
- **Biometric User Security**
All staff computers are protected with biometric access restrictions.
- **Data Storage**
All data is backed up to our local server daily through our secure VPN. In addition, our server data is backed up daily off-site.
- **Our firm subscribes to approximately a dozen industry periodicals and newsletters. We proactively inform our clients about potential changes in related accounting legislation and standards so they can quickly assess the impact on their organizations. In addition, we offer an annual Government Accounting Standards Board (GASB) and Financial Accounting Standards Board (FASB) update course to our clients at no additional charge.**

References

Special Districts Audited

Approximately 70 percent of our firm's revenues are derived from governmental and non-profit audits under *Government Auditing Standards* as published by the U.S. General Accounting Office. Current clients and services performed are as follows:

Solano Mosquito Abatement District

Scope of audit: Fechter & Company, CPAs was engaged to provide a special district financial statement and single audit of the Solano County Mosquito Abatement District under Government Auditing Standards and OMB A-133.

Services provided: Audit of the financial statements, single audit, management letter, and report on internal control structure.

Engagement partner: Craig R. Fechter, CPA

Contact:

Jon Blegen, District Manager
2950 Industrial Court
Fairfield, CA 94533
707-437-1116

Greater Vallejo Recreation District

Scope of audit: Fechter & Company, CPAs was engaged to provide a special district financial statement audit of Greater Vallejo Recreation & Parks District under Government Auditing Standards and OMB A-133.

Services provided: Audit of the financial statements, single audit, management letter, and report on internal control structure.

Engagement partner: Craig R. Fechter, CPA

Contact:

Romi Selfaison, Finance Director
Great Vallejo Recreation District
395 Amador Street
Vallejo, CA 94590
707-648-4600

References (continued)

Mission Oaks Recreation & Park District

Scope of audit: Fechter & Company, CPAs was engaged to provide a financial statement audit for the Mission Oaks Recreation & Park District under Government Auditing Standards and OMB A-133.

Services provided: Audit of the financial statements, management letter and report on internal control structure.

Engagement partner: Craig R. Fechter, CPA

Contact:

Cindy Paredes-Banville, Finance Director
3344 Mission Avenue
Carmichael, CA 95608
916-488-2810

Specific Audit Approach

The District requests that the auditor express an opinion on the fair presentation of its financial statements in accordance with accounting principles generally accepted in the United States of America. We propose that the engagement be divided into the following segments:

Phase I

- Initial planning and preparation
- Preliminary analysis, report preparation, cash and other confirmations
- Information gathering
- Evaluating internal controls

Phase II

- Fieldwork
- Post-field-work activities (e.g., follow-up on pending items, collection of confirmation letters, etc.)

Phase III

- Report finalization and final analysis
- Report delivery and Board of Directors presentation

Initial Planning and Preparation

As the first step in our planning and preparation phase, we will meet with the staff of your company to establish a working relationship. We expect this meeting will involve the District's manager and its controller.

We will deliver a Prepared-by-Client list (PBC), which details the items we will need to perform the audit. We will resolve any ambiguities or questions we or the District might have about the services we are to perform.

We will gather contact information for the District's bankers, attorneys, prior accountant, and other relevant parties, and make inquiries as required by *Government Auditing Standards*.

We will examine prior year's financial statements to develop audit plans for each significant balance sheet and income statement account.

Specific Audit Approach (continued)

Preliminary analysis

The primary focus of an audit is to develop expectations and compare actual financial results against those expectations. We will compare the current year's results with budgetary expectations to identify any areas of material misstatement.

Report Preparation

Unlike other firms, we prepare financial statements prior to field work. Doing so allows us to focus on the overall financial position of the organization and limits our testing of clearly insignificant areas.

Cash and Other Confirmations

We will confirm cash with the bank, any material year-end accounts or grants receivable, grants or donations received during the year, debt outstanding at the end of the year, and any other financial transaction that we consider material to the financial statements as a whole. The decision to confirm a statement item depends on the materiality of the item, the susceptibility of the item to misstatement, or the likelihood of fraud.

Information Gathering

We will obtain the information requested in the PBC along with any associated report required.

1. Testing statistical samples

During sample selection we consider three questions: (1) purpose of the test—attribute or balance testing, (2) susceptibility of the population or process to fraud or misstatement, and (3) size of transactions—small and numerous, or large and infrequent.

2. Testing revenues and disbursements

In testing revenues and disbursements, we determine that the attribute being tested is applied to the transaction as approved by the District's Management and Board; we do not determine whether a balance is valued properly. For example, our sample for disbursements test has two purposes—attributes testing, and control testing. In attribute testing we see whether the amounts posted to the general ledger agree with the invoices and canceled checks. Since disbursements have the potential for defalcation, we check for any suspect or significant transactions that appear to be out of place in your detailed general ledger. We may select 20 items based on the results of a random number generator, and select another 20 to 40 items by scanning the detailed general ledger. The result is an overall sample of 40 to 60 invoices to confirm compliance

Specific Audit Approach (continued)

with board-approved procedures. We determine sample sizes in accordance with the objective of the test, the population to be sampled, and the risk associated with that population. The sample size also depends on the size of the population and whether or not we will be able to properly stratify populations into individually significant and individually insignificant items.

3. Examining the District's internal control structure

Among the items included in the PBC is a questionnaire regarding internal controls. We will review the completed questionnaires and compare them with procedures the District has established for actions such as purchasing, cash and check collections, inventorying fixed assets, billing, payroll disbursement, and budgeting. We will then audit each area of internal control that will materially affect the audit.

4. Determining pertinent laws and regulations

We will examine items such as grant agreements to determine their effect on the District, and audit them if necessary. We will also examine pertinent ordinances to determine whether the District is in compliance.

5. Assessing risk

Generally accepted auditing standards require that we assess the risks of material misstatement and fraud. After analyzing internal controls and evaluating potential weaknesses, we will determine which areas of the audit carry the risk of material misstatement, and take steps to mitigate that risk.

6. Testing for functionality of internal controls

We will conduct random tests on a year-to-year basis to determine the functionality of the District's internal controls. We will randomly select customers and trace each step of each payment into the system over the course of a year. We will audit any area of potential weakness with a specifically designed test.

7. New GASB Standards

Our firm proactively examines prospective GASB Standards and will inform District personnel about changes to the standards so appropriate provisions can be made well ahead of time. The recent standard that affects many governments is GASB 68. It does not appear that it will affect the District because the District appears to be covered by a defined contribution plan.

Specific Audit Approach (continued)

With the assistance of Company personnel, we will test the balances resulting from the following procedures:

- Cash deposits
- Internal control of disbursements
- Payroll
- Revenues
- Inventory control
- Billing and collections
- Unrecorded liabilities

We will also discuss with the Board any specific concerns or procedures they want performed.

Post-fieldwork Activities

Once we complete our fieldwork, we will resolve any pending items and ensure that all requested third-party confirmations have been received. After the District has reviewed the financial statements and any proposed adjusting journal entries, we will obtain signed representation letters from the District and from its counsel that confirm or explain any pending litigation against the District and its effect on the audited financial statements.

Report Finalization and Final Analysis

Prior to finalizing the financial statements, we will perform a second comparison of current year results with prior year results, and budgetary expectations to actual results. Performing these tests subsequent to the audit work provides additional assurance that the financial statements are free of material misstatement.

Report Delivery and Board of Directors Presentation

We will deliver our report in person to the Board of Directors. We will also attend a board meeting to answer questions that the Board may have. Our aim is to create an open line of communication between our firm and your organization so the Board feels comfortable asking for help with any questions or issues that may arise during the year.

**Specific Audit
Approach (continued)**

GASB 68 Implementation

One of the most current pressing issues facing most governments is that of GASB 68 implementation.

Audit Timeline

Audit Timeline

Because the firm president performs and supervises on-site fieldwork, the turnaround time from the end of our fieldwork to the report draft is typically only 10 days. Completion of the final audit report depends on how promptly the District's staff is able to provide needed reports and confirmations. The typical turnaround is within 3 weeks. The following table shows our timeline for completing the major tasks of the audit.

Phase	Audit Task	Estimated Timeline
I	Entrance conference	March 2015
	Initial planning and audit planning Prepared-by-Client list Information from bankers, attorneys Prior year's statements	March 2015
	Preliminary analysis Report preparation Cash and other confirmations Internal controls Information gathering Statistical sampling and testing Revenues and disbursements Internal controls Laws and regulations Risk assessment Functionality testing	March 2015
II	Fieldwork: 2-4 days Cash deposits Internal control of disbursements Payroll Revenues Inventory control Billing and collections Unrecorded liabilities	March-April 2015
	Post-fieldwork activities Third-party confirmations	April 2015
III	Report finalization and final analysis Final analysis	April 2015
	Report draft delivery Final report delivery	April-May 2015

Compensation

Proposed Fee Schedule for 2014

June 30, 2012 Financial Statement Audit \$6,200

June 30, 2013 Financial Statement Audit \$6,200

June 30, 2014 Financial Statement Audit \$6,200

Direct engagement costs (e.g.): \$300

Travel

Administrative and printing

Proposed Fee Schedule for future years

We propose a fee increase of 2.5 percent for the two subsequent audits should the District choose to extend the contract. Total direct engagement costs for each year will not exceed \$800 annually.

Qualifications

More detailed resumes are available upon request.

Craig R. Fechter, CPA

Fechter & Company, Certified Public Accountants

Classification: President

Years of Experience: 13

Mr. Fechter is the president of Fechter & Company, Certified Public Accountants.

Academic Background

Master of Science in Taxation at Golden Gate University, 2012

Bachelor of Science in Business Administration, Accountancy, California State University at Sacramento, 2001

Professional Certifications and Affiliations

Certified Public Accountant

Member California Society of Certified Public Accountants

Member American Institute of Certified Public Accountants

Adjunct Professor of Accounting, University of California, Davis Extension

Executive Committee, Big Brothers Big Sisters of the Greater Sacramento Area

Scoutmaster, Boy Scouts of America, Troop 320

Facilities, Transportation & Finance Committee, San Juan Unified School District

Past Finance Committee Chair, San Juan Education Foundation

Relevant Experience

Since his graduation from Sacramento State in 2001, Mr. Fechter has worked for two regional CPA firms. During college, he worked for a local sole practitioner. Mr. Fechter has performed financial statement audits of numerous counties and local government agencies, including other non-profit agencies. He has performed these audits in the capacity of both a staff auditor, lead auditor, and engagement partner.

Qualifications (continued)

Financial Statement Audits

Mr. Fechter has participated in the following audits in the capacity of engagement partner:

Greater Vallejo Recreation & Parks District
Sunrise Recreation & Parks District
Mission Oaks Recreation & Parks District
Arden Manor Recreation & Parks District
Fulton-El Camino Recreation & Parks District
Pleasant Hill Recreation & Park District
South Lake County Fire Protection District

References for the above clients, who worked exclusively with Mr. Fechter, are available upon request.

Single Audit Act Compliance Audits

Mr. Fechter has participated in the following single audits in the capacity of lead auditor:

Marin County
MAAP, Inc.
San Joaquin County
Stanislaus County
Sierra County
San Luis Obispo County
Lassen County

Continuing Professional Education

Mr. Fechter takes annual courses on the Governmental Accounting & Audit Update. He has recently completed a course in the implementation of the new Auditing Standards (SAS 108-114). He also serves on the accounting advisory board for UC Davis Extension and teaches a course, which serves as a source of CPE for Mr. Fechter.

Mr. Fechter is an accomplished public speaker and published author. He has taught CPE courses for the American Society of Women Accountants (Sacramento chapter). He is also the author of accounting-related articles published by *Comstock's Magazine* and *The Nugget*, the journal of the Sacramento District Dental Society.

Qualifications (continued)

David W. Fechter, CPA
Fechter & Company, Certified Public Accountants

Classification: Audit Senior

Years of Experience: 35

Mr. David Fechter is an audit Senior in the firm of Fechter & Company, Certified Public Accountants.

Academic Background:

Mr. Fechter received his Bachelor of Science in Business Management from California State University at Sacramento in 1971.

Professional Certifications/Accomplishments:

Certified Public Accountant

Enrolled Agent

Relevant Experience

Californation Department of Health and Human Services
Audit Manager (33 years)

Coordinated reviews of Medi-Cal care audit reports conducted in conformance with the Yellow Book, responsible for supervising 8 auditors in the performance of the reviews. Mr. Fechter was responsible for coordinating and completing the audits, appeals, and finalization.

Fechter & Company, CPAs
Senior Auditor (2 years)

Conducted a variety of audits in accordance with the Yellow Book and governmental auditing standards.

Participated in fraud investigations.

Qualifications (continued)

Scott German, CPA

Fechter & Company, Certified Public Accountants

Classification: Partner

Years of Experience: 20

Academic Background

Mr. German received his Bachelor of Science in Accounting from California State University at Sacramento.

Professional Certifications and Affiliations

Certified Public Accountant

Board Member and Treasurer, California Hospice Association

Treasurer, St. Francis of Assisi Catholic Elementary School Parent Club and School Advisory District

Relevant Experience

KPMG Peat Marwick

Audit Manager (6 years)

Provided audit and business consulting to real estate, construction, and non-profit clients. Representative clients include California Dental Association, American Red Cross, United Way.

California's Optometric Association

Director of Business Services

Acted as chief financial officer, human resources, and general business manager. Oversight for financial reporting for five related entities and liaison for one for-profit wholly owned subsidiary.

California Association for Coordinated Transportation

Contract Chief Financial Officer

Assisted with budgets, grant proposals and cost allocations for contacts with the State of California

Fechter & Company, CPAs

Mr. German is a partner in the firm and has been with the firm for two years. He is the lead partner on the Sylvan Cemetery District engagement.

Continuing Professional Education

Mr. German has taken a variety of accounting and auditing courses, the most pertinent of which is the annual Governmental Accounting & Auditing Update published by the American Institute of Certified Public Accountant.

**Robert C. White, Senior Accountant, CPA Candidate
Fechter & Company, Certified Public Accountants**

Classification: Senior Accountant

Years of Experience: 5

Mr. Robert White is a Senior Accountant in the firm of Fechter & Company, Certified Public Accountants.

Academic Background:

Mr. White graduated in 2006 from California State University of Sacramento with a Bachelor of Science degree in Business Administration, with a concentration in Accountancy.

Relevant Experience:

Majority of Mr. White's public accounting experience is related to providing auditing services in order to issue year-end audited financial statements for the following type of entities:

- Special districts (Water, Fire, and Cemetery)
- Counties
- Cities
- Banks

Fechter & Company, CPAs
Senior Accountant

Conducted a variety of audits in accordance with the Yellow Book and governmental auditing standards.

Janet Pereira
190 East C St.
Dixon, CA 95620

Dixon Public Library
Attn: Governing Board of Library Trustees
230 North First St.
Dixon, CA 95620

January 29, 2015

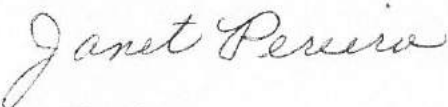
To the Board of Trustees,

I wish to inform you of my intention to sell my property, located at 190 East C Street. This property is currently under a contract with the Dixon Public Library District, whereas the Library District retains the first right of refusal. I am enclosing a copy of this agreement, for your reference.

It has come to my attention that the building plan for the Library has changed over the past years, and my property is no longer part of the plan. Due to this change, I am writing to request a cancellation of the current First Right of Refusal agreement, by mutual agreement.

Due to changes in my health, time is of the essence. A timely response to this issue would be greatly appreciated. If you have any questions, I may be reached at (707) 678-2870.

Thank you,



Janet Pereira
Enc.

Assessor / Recorder

Marc C. Tonnesen
Assessor/Recorder



675 Texas Street, Suite 2700
Fairfield, CA 94533-6338
707.784.6210
Fax 707.784.2475
www.solanocounty.com

Assessor's Assessment Number	
0115-081-120	190 East C Street Dixon

Property Information			
Acres	0.12	Exemption	\$0
Lot Size	5,500	Census	2534.020
Tac	2012	Tac No	332
Tac Last Year	2012	Tac Year	8788
Recorded Map	n/a	Created on	n/a
Created By	n/a	Subdivison -	
Use Code	1000 - single family res Unit - n/a Lot - n/a Block - n/a Sublot - n/a		

Property Characteristics			
Quality Class	5.5	Yr Built/Eff Age	1910 / 1910
Floor Area		Rooms	Features
1st Floor	1,716	Bedrooms	4
2nd Floor	0	Baths	1.5
3rd Area	0	Dining Room	YS
Finished Basement	0	Family Room	NO
Add'l Area 0%	0	Utility Room	NO
		Other Rooms	0
Total Area	1,716	Total Rooms	7

Values By Year					
	2014/15	2013/14	2012/13	2011/12	2010/11
Status	AC	AC	AC	AC	AC
Tax Area Code	2012	2012	2012	2012	2012
Tac Last Year	2012	2012	2012	2012	2012
Use Code	1000	1000	1000	1000	1000
Exem Status	NA	NA	NA	NA	NA
Full Values					
Land	\$64,914	\$64,621	\$59,000	\$62,112	\$61,648
Improvements	\$104,586	\$104,113	\$96,000	\$100,071	\$99,323
Mineral Rights	\$0	\$0	\$0	\$0	\$0
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Personalty	\$0	\$0	\$0	\$0	\$0
Fixtures	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$0	\$0	\$0	\$0	\$0
Total	\$169,500	\$168,734	\$155,000	\$162,183	\$160,971

Recording requested by and
after recording mail to:

Dixon Public Library District
Attention: Gregg T. Atkins, District Librarian
230 North First Street
Dixon, CA 95620

Solano County
Assessor's Parcel Number ("APN") 0115-081-120
190 East C Street, Dixon, CA 95620

RIGHT OF FIRST REFUSAL

Recitals

This Right of First Refusal Agreement ("Agreement") is made as of this ____ day of September, 2008 between Ernest J. Pereira and Janet Pereira, Trustees of the Ernest J. Pereira and Janet Pereira Family Trust (created by Declaration of Trust dated February 15, 1995) and Ernest J. Pereira and Janet Pereira, husband and wife (collectively referred to herein as "Grantor") and the Dixon Public Library District, a Special Independent Library District ("Grantee").

A. Grantor is the owner of real property described in Exhibit "A", attached and incorporated by reference (hereinafter referred to as the "Real Property") more commonly known as 190 East C Street in Dixon, California.

B. Grantor desires to grant to Grantee, and Grantee desires to obtain from Grantor, a right of first refusal to purchase the Real Property, or any portion thereof, and any improvements thereon, together with all rights of Grantor to adjoining streets, rights of way, easements, and all other appurtenant rights (hereinafter referred to collectively as the "Property") belonging to Grantor on the terms and conditions in this Agreement.

Section 1. Right of First Refusal

For good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

(a) Grantor shall not sell or agree to sell the Property without first offering the Property to Grantee. The word "sell" shall include any transfer, conveyance, assignment, lease, hypothecation, or pledge of all or any portion of the Property or Grantor's interest in the Property, except for (i) a conveyance or transfer by gift, bequest, or inheritance, or (ii) a lease for a term, including options, not exceeding five years. After a conveyance or transfer by gift, bequest, or inheritance, the right of first refusal granted in this Agreement shall remain in effect against the person holding title

or any other interest in the Property.

(b) Before Grantor sells or agrees to sell the Property, Grantor shall offer to sell the Property to Grantee, in writing and on terms and conditions substantially identical to those proposed for the sale of the Property to a third party (the "First Offer"). The First Offer shall, at a minimum, include the following information: (i) the purchase price proposed for the sale to the third party; (ii) the method of purchase price payment; (iii) the amount and terms of any proposed Grantor financing in connection with the proposed purchase; (iv) the amount of any earnest money deposit; (v) the time and location for the close of escrow; (vi) the name of the proposed purchaser; and (vii) the other material terms and conditions of the proposed sale of the Property.

(c) Grantee shall have thirty (30) days from the date of the First Offer to accept the First Offer (Acceptance Period) by delivering to Grantor the acceptance on or before 5:00 p.m. on the last day of the Acceptance Period. If Grantee fails to accept the First Offer on or before the last day of the Acceptance Period, the First Offer shall be deemed to be rejected.

(d) If Grantee responds to the First Offer with anything other than an unequivocal, unconditional acceptance or rejection, the right of first refusal shall terminate and the response shall be deemed an offer to purchase the Property on the terms and conditions in the response (Counter Offer). Grantor shall be entitled to accept or reject the Counter Offer at Grantor's sole discretion. If the Counter Offer is rejected, Grantor shall have no further obligations under this Agreement.

(e) If Grantee accepts the First Offer, Grantee shall have sixty (60) days following acceptance of the First Offer (Closing Period) to consummate the purchase of the Property pursuant to the terms and conditions of the First Offer. If Grantee fails to consummate the purchase of the Property within the Closing Period, and Grantee fails to obtain Grantor's agreement to extend the Closing Period, any earnest money paid by Grantee pursuant to the acceptance shall be paid to Grantor as Grantor's liquidated damages, and the agreement to purchase the Property together with this Agreement shall be terminated. After that termination, Grantor shall be free to enter into an agreement concerning the sale of the Property with any third party on whatever terms Grantor may choose without further obligation under this Agreement.

Initials: _____

(f) If within sixty (60) days after Grantee rejects the First Offer Grantor enters into negotiations with a third party and is otherwise willing to enter into an agreement with that party on terms substantially less favorable to Grantor than those contained in the First Offer, then Grantor shall offer to sell the Property to Grantee on those new terms by giving Grantee written notice (Second Offer). Grantee shall have thirty days from receipt of the Second Offer to accept the new terms. If Grantee fails to accept the new terms or rejects the new terms in writing, Grantor shall be free to consummate the transaction with the third party without any liability to Grantee. If Grantee accepts the

new terms, then Grantee shall immediately consummate the transaction with Grantor on the terms and conditions specified in the Second Offer. The consummation shall be the later time specified for consummation in the Second Offer or no more than 180 days following the date of the Second Offer.

Section 2. Consideration

All parties agree that good and valuable consideration has been provided by Grantee to Grantor for this Agreement.

Section 3. Term and Termination

Grantee's right of first refusal under this Agreement shall commence upon recordation of this Agreement with the Solano County Recorder's Office; This Agreement shall automatically terminate on the first of the following events to occur:

(a) Grantee, in contravention of this Agreement, assigns or attempts to assign Grantee's rights under this Agreement;

(b) Grantee rejects a First Offer or a Second Offer and Grantor subsequently consummates a sale of the Property to a third party pursuant to the terms of the First Offer or Second Offer;

(c) The dissolution of the Grantee; or

(d) The purchase of the Property by Grantee.

Section 4. Litigation Costs

If any legal action or any other proceeding, including an arbitration or action for declaratory relief, is brought for the enforcement of this Agreement or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding, in addition to any other relief to which the prevailing party may be entitled. Prevailing party shall include without limitation (i) a party dismissing an action in exchange for sums allegedly due; (ii) a party receiving performance from the other party of an alleged breach of covenant or a desired remedy where the performance is substantially equal to the relief sought in an action; or (iii) the prevailing party as determined by a court of law.

Section 5. Assignment

Grantee's rights and obligations under this Agreement shall not be assigned without Grantor's prior written consent, and any assignment without consent shall be void.

Section 6. Successors and Assigns

Subject to the restrictions on assignment, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors, heirs, and assigns.

Section 7. Notices

All notices required or permitted to be given under this Agreement shall be in writing and mailed, postage prepaid, by certified or registered mail, return receipt requested, or by personal delivery, to the address indicated below or at other places that Grantor or Grantee may, from time to time, designate by written notice given to the other. The address change shall not be effective until five (5) days after notice of the change. Notices shall be deemed sufficiently served five (5) days after the date of mailing or upon personal delivery.

Notices are to be sent to:

Dixon Public Library District
Attention: Gregg T. Atkins, District Librarian
230 North First Street
Dixon, CA 95620

and

Mr. and Mrs. Ernest J. Pereira
190 East C Street
Dixon, CA 95620

Section 8. Counterpart or Duplicate Copies.

This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

Section 9. Time is of the Essence.

Time is of the essence in this Agreement.

Section 10. Exhibits.

All Exhibits and any others referred to in this Agreement are incorporated in this Agreement by reference.

Section 11. Captions.

Captions and headings in this Agreement, including the title of this Agreement, are for convenience only and are not to be considered in construing this Agreement.

Section 12. Entire Agreement.

This Agreement and the Exhibits contain the entire agreement of the parties and supersede any prior agreements or understandings of the parties, whether written or oral, regarding the subject matter of this Agreement.

Section 13. Modification and Amendment.

This Agreement may not be modified or amended except in writing signed by Grantor and Grantee.

Section 14. Governing Law.

This Agreement shall be governed by California law.

The parties have executed this Agreement as of the date first written above.

GRANTOR:

ERNEST J. PEREIRA AND JANET PEREIRA, TRUSTEES OF THE ERNEST J. PEREIRA AND JANET PEREIRA FAMILY TRUST:

By: _____
Ernest J. Pereira, Trustee

By: _____
Janet Pereira, Trustee

And

By: _____
Ernest J. Pereira, an individual

By: _____
Janet Pereira, an individual

GRANTEE:

DIXON PUBLIC LIBRARY DISTRICT, a Special Independent Library District:

By: _____
Gregg T. Atkins, District Librarian

EXHIBIT "A"

TO RIGHT OF FIRST REFUSAL
BETWEEN ERNEST J. PEREIRA AND JANET PERREIRA, TRUSTEES OF THE
ERNEST J. PEREIRA AND JANET PEREIRA FAMILY TRUST

And

ERNEST J. PEREIRA AND JANET PEREIRA, HUSBAND AND WIFE

And

DIXON PUBLIC LIBRARY DISTRICT

PROPERTY:

Real improved property located at 190 East C Street, Dixon, California, and further described as Solano County Assessor's Parcel number 0115-081-120.

Board member Joe Dipaola suggested the following policy for discussion. I told him I would run it by you for analysis and comment.

Thanks, Steve

From: Joe Dipaola <jdipaola@dixonusd.org>

Sent: Thursday, January 29, 2015 8:03 PM

To: Arozena, Steve

Cc: John Gabby

Subject: RE: Smelly patron

Hi John and Steve,

As a former civil rights lawyer, I definitely don't want the Library to discriminate against the homeless. However, a truly offensive smell interferes with other patrons' use and enjoyment of the Library. I suggest agendizing the following draft Rule for Information and Discussion only:

-
- (1) "Any Library patron and/or staff shall not be permitted to enter the Library building: (a) without a shirt or other covering of their upper bodies; and/or (b) without shoes or other footwear."
 - (2) "Any Library patron and/or staff whose bodily hygiene is offensive so as to constitute a nuisance to other persons using the Library shall be required to leave the Library building and not return until the offensive bodily hygiene is corrected."
 - (3) "No patron and/or staff shall be permanently banned from the Library under this rule."
 - (4) "Any aggrieved patron and/or staff may submit a request in writing for further review by the Board of Trustees."

The rationale for the draft Rule is that: (1) All patrons have the right to use the library free of nuisance from other patrons/staff; and (2) The Library is a public building, and has an important public interest in maintaining its facilities in sanitary and usable condition.

At the same time, we should discuss finding an informal way to provide assistance/referral to free shower and laundry resources/facilities to anyone who comes under this Rule. I would hope that, assuming no offensive bodily hygiene is present, everyone (including the homeless) would be equally welcome at the Library.

The language of this draft Rule is taken from and consistent with Kreimer v. Morristown, 958 F.2d 1242 (3d Cir., 1992)

Please run by Scott Holbrook to get his input, and ask him to Shepardize this case and see what else is out there. Steve, you might also want to call a few other nearby libraries to see if any of them have adopted similar rules/how they deal with the issue.

Regards,

RE: Smelly patron [AALRR-Cerritos.006087.00001]

Scott K. Holbrook <SHolbrook@aalrr.com>

Mon 2/23/2015 4:41 PM

Inbox

To: Arozena, Steve <ArozenaS@dixonlibrary.com>;

Hi Steve,

We recommend that the District add language to Policy Number 4001, Rules of Conduct under section 1 "Dress and Attire" to read:

Maintaining personal hygiene so that body odor and excessive use of scented products do not bother or cause health-related issues or interfere with others' use of the library.

Our research discovered that similar language is being used by other libraries in California including Solano, Los Angeles, Sonoma, San Mateo. In addition, several appeals courts have held that such language, when applied equitably is constitutional. The policies must be used to target the behavior and not the patron. So long as that is the case, it will likely pass constitutional muster.

Joe's #1 is already covered by District BP 4001. This addition would cover Joe's #2. I advise reconsidering Joe's #3 and #4 to delete reference to "staff." Staff violations are handled separately under their discipline policy.

So the revisions would look like this, inserted after "Swimming suits are not permitted":

- *Maintaining personal hygiene so that body odor and excessive use of scented products do not bother or cause health-related issues or interfere with others' use of the library.*
- No patron shall be permanently banned from the Library for violating this rule.
- Any patron asked to leave the library for failing to comply with this rule may submit a request in writing for further review by the Board of Trustees.

Please contact me if you want to consult further.

Thank you,
Scott

Scott K. Holbrook | Partner
Atkinson, Andelson, Loya, Ruud & Romo



INLAND BUSINESS SYSTEMS

smart PRINT AGREEMENT

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Sacramento, CA 95834
(916) 928-0770

1301 Redwood Way
Suite 120
Petaluma, CA 94954

2592 Notre Dame Blvd
Chico, CA 95928
(530) 891-1966

4710 Larkspur Ln,
Suite T
Redding, CA 96002
(530) 223-6519

www.igoinland.com

Bill To Customer #:		Equipment Location #:	
Company	Dixon Public Library	Company	Dixon Public Library
Department		Department	
Address	230 N 1st Street	Address	230 N 1st Street
City / State / Zip	Dixon CA 95620	City / State / Zip	Dixon CA 95620
Billing Contact	Steve Arozena	Key Operator	Steve Arozena
Phone #	707/678-5447	Phone #	707/678-5447
Fax #	-	Fax #	
E-mail Address		E-mail Address	

Effective Dates:

From:	To:
-------	-----

THREE MILLION COPY GUARANTEE - Inland guarantees for 3,000,000 copies or 5 years from date of installation, whichever comes first, your copier will perform as well on the last copy as it did on the first. Your copier must be under continuous coverage, all supplies, except paper, must be purchased from or approved by Inland. If we are unable to repair the copier in your office, we will provide you with a free loaner copier until the copier is repaired or replaced.

UP-TIME PERFORMANCE GUARANTEE - Inland guarantees emergency service response time of six hours or less when covered by a service contract. This means a technician from Inland will be in your office within six working hours of your call based on an 8:00 to 5:00 day, one hour for lunch, weekends, and holidays excluded. Inland guarantees that the repair will last. All repairs are guaranteed 30 days parts and labor. We guarantee that you will not have to call for the same problem within ten days after a repair is completed. If Inland fails to live up to either guarantee, your service technician will immediately issue a \$25.00 credit which may be used towards any Inland bill.

UPGRADE GUARANTEE - Inland guarantees you a trade up value for the next 5 years. If you outgrow your copier we will give you credit toward the purchase of a larger copier based on the following table. Credit is based on the actual purchase price paid including discounts, give-aways and trade-ins, against the retail price of the new copier.

% OF PURCHASE PRICE	TIME ELAPSED	% OF PURCHASE PRICE	TIME ELAPSED
100%	Less than 90 days	40%	three years or less
90%	91 days to 1 year	20%	four years or less
60%	two years or less	10%	five years or less

Product Make & Model	Networked /Local	Start Meter	Location	Serial #	ID #
Kyocera 2551ci					

The price quoted is per copy and includes all parts, all labor and all supplies except, applicable taxes, supply shipping costs, paper and staples. The cost per copy amount may be adjusted on anniversary dates of original contract. If there is a lapse in coverage under this program, the above guarantees are void.

COVERAGE TYPE	Description of Coverage
Full - B & W MFP 1 Printer 2	Additional pages shall be billed at the Overage Rate Minimum: <u>3,000</u> Base Billing: <u>included</u> Overage Rate: <u>\$0.0080</u> Minimum: _____ Base Billing: _____ Overage Rate: _____
Full - Color MFP 1 Printer 2	Additional pages shall be billed at the Overage Rate Minimum: <u>2,900</u> Base Billing: <u>included</u> Overage Rate: <u>\$0.0550</u> Minimum: _____ Base Billing: _____ Overage Rate: _____
Special Billing Instructions	Included in Lease Special Instructions:

The terms and conditions on the reverse side are part of this agreement. The customer acknowledges that the customer has read this agreement, understands it, and agrees to be bound by its terms and conditions. Further, the customer agrees that this agreement is the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

Customer Acceptance		Inland Business Systems	
Authorized Signature	Date	Signature	Date
Print Name	Title	Print Name	Title



INLAND BUSINESS SYSTEMS

www.igoinland.com

1500 N. Market Blvd
Sacramento, CA 95834
(916) 928-0770

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Suite 120
Petaluma, CA 94954
(707) 207-5954

2592 Notre Dame Blvd
Chico, CA 95928
(530) 891-1966

2620 Larkspur Ln,
Suite T
Redding, CA 96002
(530) 223-6519

Bill To Customer #:		Equipment Location #:	
Company	Dixon Public Library	Company	Dixon Public Library
Department		Department	
Address	230 N 1st Street	Address	230 N 1st Street
City / State / Zip	Dixon CA 95620	City / State / Zip	Dixon CA 95620
Billing Contact	Steve Arozena	Key Operator	Steve Arozena
Phone #	707/678-5447	Phone #	707/678-5447
Fax #		Fax #	
E-mail Address		E-mail Address	

Date	Sales Rep #	Sales Rep	Registry #	IT Contact:
1/27/2015	14	John Wiley		IT Phone:
				IT Email Address:

Qty	Description	Product Code	ID #	Serial #	Sales Amount
1	Kyocera 2551ci				

Additional Special Instructions:	Subtotal	
	Tax Rate	
	Tax	
	TOTAL	

Order Type (CHECK ONE)

CASH PURCHASE TERMS: _____ LEASE RENTAL DEMO

PAYMENT INFORMATION

MONTHLY PAYMENT OF: \$415.00 PER MONTH PLUS TAX ITEMS INCLUDED IN CONTRACT

TOTAL # OF PAYMENTS: 60

PURCHASE OPTION: FMV

DEPOSIT: _____ FOR _____ MTHS

BUY OUT: _____

smartPRINT SERVICE / SUPPLY AGREEMENT

EQUIPMENT REMOVAL

LEASE RETURN TRADE-IN DISPOSAL MAKE: _____ MODEL: _____

The terms and conditions on the reverse side are part of this agreement. The customer acknowledges that the customer has read this agreement, understands it, and agrees to be bound by it's terms and conditions. Further, the customer agrees that this agreement is the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

Purchase Authorization		Inland Business Systems	
Authorized Signature	Date	Signature	Date
Print Name	Title	Print Name	Title



Cost Per Image Rental Agreement

This Cost Per Image Rental Agreement (the "Agreement") has been written in "Plain English". When we use the words **you and your** in this Agreement, we mean you, our customer, which is the Renter indicated below. When we use the words **we, us, and our** in this Agreement, we mean the Rentor, CIT Finance LLC.

Equipment

Make & Model
KYOCERA 2551

Serial Number

Accessories

For additional equipment and accessories, attach addendum.

Image Terms

Rental Term
In Months 60

Base Monthly Usage
Payment \$415.00
(plus applicable taxes)

Image Type	Per Image Charge	Minimum Number of Images	Excess Per Image Charge
Black & White	.0080	3,000	.0080
Color	.0550	2,900	.0550
Other			
Other			

Excess Per Image Billing Frequency (default is monthly)
 Monthly Quarterly Semi-Annual Annual

You agree to pay at the time you sign this Agreement:

Advanced Payment \$ Plus Applicable Taxes
 Documentation Fee \$75.00 Payable with First Invoice

Supplier

Name Inland Business Systems
 Street Address 1500 North Market Blvd.
 City, State, Zip Sacramento, CA 95834

DATA SECURITY: Some or all of the items of Equipment returned to us at any time may contain sensitive information or data belonging to your organization, or your customer/clients/patients, that is stored, recorded, or in any way contained within or on the Equipment. You specifically agree that before the Equipment is shipped to or retrieved by us or our agents, or removed by a supplier, you will, at your sole cost and expense, permanently destroy, delete and remove all such information and data that is stored, recorded or in any way contained within or on the Equipment, to the extent that further recovery of any of such data and information is not possible. You have the sole responsibility to so destroy, delete, and remove all data and information stored in or on the Equipment. We have absolutely no liability for any data or information that you fail to so destroy, delete, and remove. All hard drives and other data retention components must function as originally installed after data removal.

RENTOR: CIT Finance LLC
 10201 Centurion Parkway N. #100
 Jacksonville, FL 32256

Authorized Signature _____ Date Signed _____

Printed Name _____

Print Title _____

Renter

DIXON PUBLIC LIBRARY

Full Legal Name

"Doing Business As" Name
 230 N 1ST STREET

Billing Street Address
 DIXON, CA 95620

Billing City, State, Zip
 707-678-5447

Contact Name & Phone No.

Equipment Address (if different from above)

TERMS AND CONDITIONS

BY SIGNING THIS AGREEMENT:

(i) You acknowledge that you have read and understand the terms and conditions of this Agreement including those on page 2 of this Agreement; (ii) You agree that this Agreement is a net agreement that you cannot terminate or cancel, you have an unconditional obligation to make all payments due under this Agreement, and you cannot withhold, set off or reduce such payments for any reason; (iii) You will use the Equipment only for business purposes; and (iv) You agree that by providing a telephone number to a cellular or other wireless device, you are expressly consenting to receiving communications from us, our affiliates and agents (for non-marketing purposes) at that number, including, but not limited to, prerecorded and artificial voice messages, text messages, and calls from automated telephone dialing systems; these calls may incur fees from your cellular provider; and this consent applies to each such telephone number you provide to us now or in the future.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying documents.

RENTER SIGNATURE

DIXON PUBLIC LIBRARY

Renter Legal Name

X _____ X _____
 Authorized Signature Date Signed

X _____
 Print Signer's Name

Print Signer's Title

Federal Tax ID Number

