

**SRD Board Meeting Notice and Agenda**  
**Tuesday, November 9, 2021**  
**Closed Session 6:00 p.m.**  
**Open Session 7:00 p.m.**

**In compliance with the Brown Act (Cal. Government Code Section 54950 et seq.) and in light of the expiration of Governor Newsom's Executive Order N-29-20, this meeting will be in-person.**

**Location:** Strawberry Recreation District – 1<sup>st</sup> Floor Meeting Room, 118 E. Strawberry Dr., Mill Valley, CA 94941

**Accessibility for Individuals with Disabilities**

Upon request, District will provide for written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services and sign language interpreters, to enable individuals with disabilities to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, service, or alternative format requested. Requests will be granted whenever possible and resolved in favor of accessibility.

1. Call to Order and Roll Call

2. **CONVENE IN CLOSED SESSION: CLOSED SESSION AGENDA**

**a. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to California Government Code § 54956.9(d)(2). Number of potential case(s): One.

**b. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION**

Pending Litigation pursuant to California Government Code section 54956.9(d)(1).

Name of Case: *Leanne Kreuzer v. Strawberry Recreation District*, Marin County Superior Court CIV-1902568.

3. Open Time for Public Expression - Non-Agenda Items (limit: three mins per person).

While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.

4. **OPEN SESSION AGENDA** – Members of the public may comment on any agendized matter (limit: three mins per person).

A. New Business Items

B. Approval of the Minutes of July 13 and October 12, 2021.

C. General Manager's Report

1. Fiscal Reports: Approval & Confirmation of Expenditures, Disbursements, Payroll, and Warrants; Review Weekly Deposit Reports; Transfer of Funds
2. Financial and Operations Summary
3. Discussion of COVID-19 updates and impact to SRD.
4. Discuss Ethics and Anti-Harassment Training deadline
5. Update on SB 1383 – no waivers

**D. Discussion/Action:** 2022 Pricing Structure.

**Recommended Action:** Approve.

**E. Discussion/Action:** General Manager to recommend formation of Ad Hoc Committee to update 2014 District Use Regulation.

**Recommended Action:** Form Ad Hoc Committee.

**F. Discussion/Action:** Discuss License for 90 Century Drive & 60 Century Drive

**Recommended Action:** Discuss and approve.

Adjournment.

5. Next Regular Session Board Meeting is December 14, 2021 at 7:00 p.m.



American Sign Language interpreters may be requested by calling (415)-927-5071(TDD) or (415)-383-6494(voice) at least 72 hours in advance. Copies of documents are available in accessible formats upon request

REGULAR MEETING OF THE STRAWBERRY RECREATION DISTRICT BOARD OF DIRECTORS HELD TUESDAY, OCTOBER 12, 2021

CALL TO ORDER BY DIRECTOR BOHNER AT 7:14 PM

1. Roll Call

Present: Director Bohner (Chair)  
Director Nichols  
Director Francis  
Director Teese

2. No public expression

3. Open Session Agenda

- a. Approval of Minutes, 7/6/21  
Motion to approve  
Approved unanimously
- b. General Managers Report  
General Manager Nancy Shapiro provided a fiscal and operational update
- c. Warrants, Payroll, Deposits and Transfer of Funds  
Motion to approve  
Approved unanimously
- d. Discussion/Action to adjust pricing differential between resident and non resident pricing  
Motion to change pricing structure for field and building rentals and tennis courts to 5% differential between resident and non-resident  
Approved unanimously
- e. Discussion/Action of plumbing proposal to repair gas line  
Motion to approve plumbing proposal to repair gas line with board request to have Mike Testa Plumbing dig where gas line was previously connected during pool construction in 2019 as that could save costs if location is determined to be the break point  
Approved unanimously

Meeting adjourned 8:12 p.m.

Next meeting Tuesday, November 9, 2021

\*\*\* PAYROLL CLEARING\*\*\*

On the 9th day of November 2021, The 7/30/2021  
 confirmed and approved the following Payroll Checks:

Number	Warrant in favor of	Purpose	Amount
DD1913	Bennerotte, Madisyn M	Paystub	221.49
DD1914	Benyon, Skye L	Paystub	320.62
DD1915	Bohner, Pamela G	Paystub	91.15
DD1916	Cottrell, Kenneth R	Paystub	872.68
DD1917	Ernst, Brittny L	Paystub	2,445.55
DD1918	Feliciano, Justin A	Paystub	1,627.17
DD1919	Francis., Jeff	Paystub	91.15
DD1920	Griswold, Loren M	Paystub	3,108.08
DD1921	Harlow, Georgia M	Paystub	131.25
DD1922	Johnson, Tristan E	Paystub	116.66
DD1923	May, Grainne C	Paystub	153.87
DD1924	Miller-Hall, ChaBrea T	Paystub	401.06
DD1925	Pares, Tessa J	Paystub	136.72
DD1926	Sacchetto, Marco J	Paystub	1,979.31
DD1927	Shapiro, Nancy R	Paystub	3,303.64
DD1928	Smith, Michael M	Paystub	1,635.06
DD1929	Swanson, Miranda	Paystub	204.17
DD1930	Wank, Lainey S	Paystub	47.38
DD1931	Wolin, Annie K	Paystub	275.06
DD1932	Wright, Owen B	Paystub	197.57
9105	Gazzola, Jesse M	payroll Checks	201.44
9106	Nichols, Cale B	payroll Checks	91.15
9107	Teese, Peter	payroll Checks	91.15
	CAL PERS	payroll Checks	2908.00
	Quickbooks	Quickbooks Payroll fees	178.50
	2239.00	Payroll Taxes FWT	5981.86
	3033.42	Payroll Taxes FICA	
	709.44	Payroll Taxes MCARE	
	State taxes	982.23 Payroll taxes SWT	1324.49
		48.70 Payroll Taxres SUI	
		293.56 Payroll Taxes SDI	
		National Paid Leave Credit	0.00
			28136.23

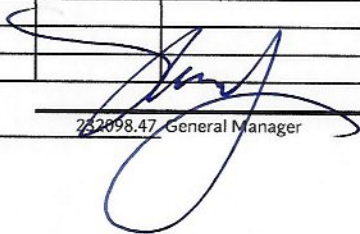
  
 General Manager

On the 9th day of November 2021, The Board of Directors of the Strawberry Recreation District ratified, confirmed and approved the following Warrants:

Warrant in Favor of			Purpose		Amount
809311762	At&t Telephone		Admin Telephone		1,487.95
809311763	Cintas Corporation	174.56	Supplies		349.12
		174.56	Pool Maint Supplies		
809311764	Delta Dental of California	49.54	Admin Dental		370.55
		99.08	Facilities Full Time Dental		
		122.85	Pool Full Time Dental		
		99.08	Youth Dental		
809311765	Goodman's Building Supply	11.07	Supplies		445.59
		207.86	Facilities Repairs & Maintenanc		
		42.57	Pool Repairs & Maintenance		
		184.09	Facilities Parks Repairs/Mainte		
809311766	Henry Kingdon	3,381.00	Adult Contract Services		3,710.00
		329.00	Adult Contract Services		
809311767	L&M Distribution, Inc.	2,731.50	Tennis Supplies		3,409.35
		677.85	Tennis Supplies		
809311768	Lincoln Aquatics	340.53	Pool Rec supplies		1,451.09
		1,110.56	Pool Rec supplies		
809311769	Marin County Tax Collector		Admin Legal Fees		4,157.25
809311770	PG&E	4,742.68	Pool Utilities		5,714.07
		971.39	Facilities Utilities		
809311771	Vanguard Cleaning Systems of the No	751.00	Facilities Repairs & Maintenanc		3,755.00
		3,004.00	Youth Contract Service/Daycamp		
809311772	Vintage Contractors, Inc		Replacement Reserves		176,700.00
809311773	Lynn Stein		Facilities Field Rental		503.75
809311774	Lisa Maslow		Pool Pass S/S		216.00
809311775	Strawberry Recreation District		Payroll Clearing Account		29,000.00
809311776	Katharine Rittenburg		Admin Acct/Audit/bookkeeping		828.75
Total					232,098.47

Total

232,098.47 General Manager



Strawberry Recreation District  
 Internal Revenue Summary Sheet  
 Week Ending:

11/3/2021

118 East Strawberry Drive  
 Mill Valley, California 93931


Youth Playclub	281.00	Total Cash	413.00
Youth Daycamp	0.00	Total Checks	52499.84
Youth Contract Class	1181.00	<u>Subtotal</u>	52912.84
Special Events Income	0.00	Total Credit Card	0.00
Adult Contract Classes	645.00	<u>Total</u>	52912.84
Adult Enrichment	120.00		
Aquatics Pool Pass	0.00		
Pool Cancellation fee	0.00		
Aquatics Guest Fees	75.00		
Aquatics Pool Classes	38.00		
Pool Adult classes	0.00		
Aquatics Swim Team Fees	0.00		
Aquatics Miscellaneous	0.00		
Tennis Keys/Passes	0.00		
Tennis Guest	0.00		
Facilities Rental	1992.50		
Deposits Held on Rental	0.00		
Facilities Field Rental	0.00		
Facilities Property Rental	0.00		
Other Zero Waste Grant	5000.00		
Admin Miscellaneous	0.00		
Admin Advertising	0.00		
Admin Donations	0.00		
Other Licenses & Permits	43580.34		
Other Project Donations	0.00		
Credit Transfer	0.00	0	
	52912.84		

Receipts By Source - All

Facilities	6992.50
Adult Recreation	765.00
"Special Events	1181.00
Aquatics	113.00
Tennis	0.00
Deposits	0.00
Admin	0.00
Other	43580.34
Credit Card Transfer	0.00
Youth Recreation	281.00
	45639.34

On the 9th day of November 2021, The Board of Directors of the Strawberry Recreation District ratified, confirmed and approved the following Warrants:

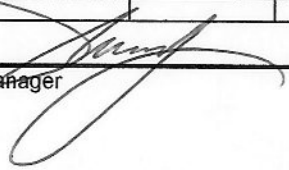
Warrant in Favor of		Purpose	Amount
809311758	AT&T Internet	Admin Telephone	84.90
809311759	California Security Cameras Inc.	Facilities Repairs & Maintenanc	320.00
809311760	Otis Elevator Company	80938551(75200)-General Fund	1,349.85
809311761	Rebecca Callaway	Pool Contract Services	98.00
<b>Total</b>			<b>1,852.75</b>

Total 1,852.75 General Manager 

\*\*\* PAYROLL CLEARING\*\*\*

On the 9th day of November 2021, The 7/30/2021  
 confirmed and approved the following Payroll Checks:

Number	Warrant in favor of	Purpose	Amount
DD1895	Bennerotte, Madisyn M	Paystub	324.04
DD1896	Benyon, Skye L	Paystub	81.34
DD1897	Brooks, Abigail K	Paystub	69.73
DD1898	Butler, Owen N	Paystub	98.43
DD1899	Cottrell, Kenneth R	Paystub	932.08
DD1900	Ernst, Brittney L	Paystub	2,445.55
DD1901	Feliciano, Justin A	Paystub	1,766.65
DD1902	Griswold, Loren M	Paystub	3,108.10
DD1903	Harlow, Georgia M	Paystub	123.97
DD1904	Johnson, Tristan E	Paystub	226.04
DD1905	May, Grainne C	Paystub	219.70
DD1906	Pares, Tessa J	Paystub	103.92
DD1907	Sacchetto, Marco J	Paystub	1,979.31
DD1908	Shapiro, Nancy R	Paystub	3,303.65
DD1909	Smith, Michael M	Paystub	1,619.23
DD1910	Wank, Lainey S	Paystub	47.41
DD1911	Wolin, Annie K	Paystub	213.05
DD1912	Wright, Owen B	Paystub	496.61
9103	Gazzola, Jesse M	payroll Checks	406.76
9104	Franchise Tax Board	payroll Checks	15.81
	CAL PERS	payroll Checks	2943.84
	Quickbooks	Quickbooks Payroll fees	60.00
		2315.00 Payroll Taxes FWT	6050.26
		3027.28 Payroll Taxes FICA	
		707.98 Payroll Taxes MCARE	
	State taxes	1006.27 Payroll taxes SWT	1341.85
		42.62 Payroll Taxres SUI	
		292.96 Payroll Taxes SDI	
		National Paid Leave Credit	0.00
			27977.33

  
 General Manager

# STRAWBERRY RECREATION DISTRICT

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118 East Strawberry Drive / Mill Valley / California 94941-2594  
Tel # (415) 383-6494  
Fax # (415) 383-6635  
Website: [www.strawberry.marin.org](http://www.strawberry.marin.org)

October 20, 2021

Auditor-Controllers Office  
Civic Center  
San Rafael, CA 94903

Attn: Phil Scott  
Special District Auditor

Dear Sir;

This letter authorizes the County of Marin to transfer the amount of One hundred Twelve and 00/100 (112.00) TO the Strawberry Recreation District Operating Fund Account #80938551 FROM the Strawberry Recreation District Zone IV 04 Proceeds Fund Account #80978551.

This action will be confirmed and ratified at the Regular Meeting of the Board of Directors on November 9, 2021.

Yours sincerely,



Nancy Shpiro  
District Manager

NS/kr

Cc: Bookkeeper



Strawberry Recreation District  
 Internal Revenue Summary Sheet  
 Week Ending:

118 East Strawberry Drive  
 Mill Valley, California 93931

10/20/2021

<table border="0"> <tr><td>Youth Playclub</td><td>849.75</td></tr> <tr><td>Youth Daycamp</td><td>0.00</td></tr> <tr><td>Youth Contract Class</td><td>105.00</td></tr> <tr><td>Special Events Income</td><td>0.00</td></tr> <tr><td>Adult Contract Classes</td><td>335.00</td></tr> <tr><td>Adult Enrichment</td><td>225.00</td></tr> <tr><td>Aquatics Pool Pass</td><td>0.00</td></tr> <tr><td>Pool Cancellation fee</td><td>0.00</td></tr> <tr><td>Aquatics Guest Fees</td><td>75.00</td></tr> <tr><td>Aquatics Pool Classes</td><td>0.00</td></tr> <tr><td>Pool Adult classes</td><td>0.00</td></tr> <tr><td>Aquatics Swim Team Fees</td><td>0.00</td></tr> <tr><td>Aquatics Miscellaneous</td><td>0.00</td></tr> <tr><td>Tennis Keys/Passes</td><td>0.00</td></tr> <tr><td>Tennis Guest</td><td>0.00</td></tr> <tr><td>Facilities Rental</td><td>0.00</td></tr> <tr><td>Deposits Held on Rental</td><td>0.00</td></tr> <tr><td>Facilities Field Rental</td><td>0.00</td></tr> <tr><td>Facilities Property Rental</td><td>0.00</td></tr> <tr><td>Other</td><td>0.00</td></tr> <tr><td>Admin Miscellaneous</td><td>0.00</td></tr> <tr><td>Admin Advertising</td><td>0.00</td></tr> <tr><td>Admin Donations</td><td>0.00</td></tr> <tr><td>Other Licenses &amp; Permits</td><td>0.00</td></tr> <tr><td>Other Project Donations</td><td>0.00</td></tr> <tr><td>Credit Transfer</td><td>0.00</td></tr> <tr><td></td><td>1589.75</td></tr> </table>	Youth Playclub	849.75	Youth Daycamp	0.00	Youth Contract Class	105.00	Special Events Income	0.00	Adult Contract Classes	335.00	Adult Enrichment	225.00	Aquatics Pool Pass	0.00	Pool Cancellation fee	0.00	Aquatics Guest Fees	75.00	Aquatics Pool Classes	0.00	Pool Adult classes	0.00	Aquatics Swim Team Fees	0.00	Aquatics Miscellaneous	0.00	Tennis Keys/Passes	0.00	Tennis Guest	0.00	Facilities Rental	0.00	Deposits Held on Rental	0.00	Facilities Field Rental	0.00	Facilities Property Rental	0.00	Other	0.00	Admin Miscellaneous	0.00	Admin Advertising	0.00	Admin Donations	0.00	Other Licenses & Permits	0.00	Other Project Donations	0.00	Credit Transfer	0.00		1589.75	<table border="0"> <tr><td>Total Cash</td><td>225.00</td></tr> <tr><td>Total Checks</td><td>1364.75</td></tr> <tr><td>Subtotal</td><td>1589.75</td></tr> <tr><td>Total Credit Card</td><td>0.00</td></tr> <tr><td>Total</td><td>1589.75</td></tr> </table> <table border="0"> <tr><td colspan="2"><u>Receipts By Source - All</u></td></tr> <tr><td>Facilities</td><td>0.00</td></tr> <tr><td>Adult Recreation</td><td>560.00</td></tr> <tr><td>"Special Events</td><td>105.00</td></tr> <tr><td>Aquatics</td><td>75.00</td></tr> <tr><td>Tennis</td><td>0.00</td></tr> <tr><td>Deposits</td><td>0.00</td></tr> <tr><td>Admin</td><td>0.00</td></tr> <tr><td>Other</td><td>0.00</td></tr> <tr><td>Credit Card Transfer</td><td>0.00</td></tr> <tr><td>Youth Recreation</td><td>849.75</td></tr> <tr><td></td><td>740.00</td></tr> </table>	Total Cash	225.00	Total Checks	1364.75	Subtotal	1589.75	Total Credit Card	0.00	Total	1589.75	<u>Receipts By Source - All</u>		Facilities	0.00	Adult Recreation	560.00	"Special Events	105.00	Aquatics	75.00	Tennis	0.00	Deposits	0.00	Admin	0.00	Other	0.00	Credit Card Transfer	0.00	Youth Recreation	849.75		740.00
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On the 9th day of November 2021, The Board of Directors of the Strawberry Recreation District ratified, confirmed and approved the following Warrants:

Warrant in Favor of			Purpose		Amount
809311744	Bank of Marin 5590	-1,732.27	Recruiting		1,868.46
		145.00	Pool professional Development		
		14.06	Admin Office Supplies		
		12.05	Admin Office Supplies		
		259.74	Adult Rec Supplies		
		14.99	Admin IT		
		87.67	Adult Rec Supplies		
		62.41	Facilities Maint Supplies		
		150.00	Recruiting		
		4.86	Adult Rec Supplies		
		235.50	Adult Rec Supplies		
		319.34	Adult Rec Supplies		
		36.79	Adult Rec Supplies		
		48.00	Recruiting		
		13.26	Admin Office Supplies		
		106.60	Youth Rec Supplies/Playclub		
		14.99	Admin IT		
		1,155.70	Admin IT		
		7.12	Admin Office Supplies		
		58.27	Recruiting		
		298.86	Facilities Maint Supplies		
		501.14	Recruiting		
		54.38	Pool Rec supplies		
809311745	CAL PERS-medical	813.64	Pool Full Time Medical		4,078.37
		1,627.28	Facilities Full Time Medical		
		1,627.28	Youth Medical		
		10.17	Admin Medical		
809311746	Karen Bohlin		Adult Contract Services		142.00
809311747	L&M Distribution, Inc.	677.85	Tennis Supplies		3,409.35
		2,731.50	Tennis Supplies		
809311748	LouAnne Harris		Adult Contract Services		195.00
809311749	Marin County Clerk		Admin Licenses/Fees		50.00
809311750	Megan Scott		Adult Contract Services		780.00
809311751	Mill Valley Refuse Service, Inc.	237.07	Facilities Repairs & Maintenanc		484.14
		247.07	Facilities Parks Repairs/Mainte		
809311752	MMWD	674.94	Facilities Utilities		3,544.28
		1,687.34	Pool Utilities		
		1,012.40	Facilities Field Utilities		
		169.60	Facilities Parks Utilities		
809311753	Nancy Mimms		Adult Contract Services		520.00
809311754	Planeteria Media LLC		Admin Web Site		50.00
809311755	Play-Well TEKologies		Youth Contract Services/Contrac		2,097.90
809311756	Tirrell Graham		Zone IV 04		112.00
809311757	Strawberry Recreation District		Payroll Clearing Account		28,000.00
Total					45,331.50

Total 45331.50 General Manager

10

# STRAWBERRY RECREATION DISTRICT

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118 East Strawberry Drive / Mill Valley / California 94941-2594  
Tel # (415) 383-6494  
Fax # (415) 383-6635  
Website: [www.strawberry.marin.org](http://www.strawberry.marin.org)

October 13, 2021

Auditor-Controllers Office  
Civic Center  
San Rafael, CA 94903

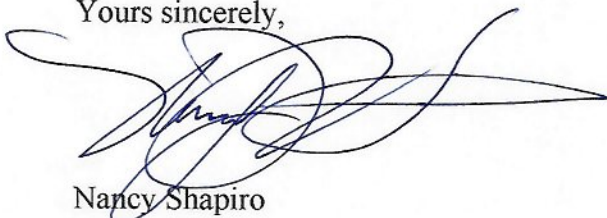
Attn: Phil Scott  
Special District Auditor

Dear Sir;

This letter authorizes the County of Marin to transfer the amount of Five hundred Ninety-Six and 00/100 (596.00) TO the Strawberry Recreation District Operating Fund Account #80938551 FROM the Strawberry Recreation District Zone 5 De Silva Account #80958551.

This action will be confirmed and ratified at the Regular Meeting of the Board of Directors on November 9, 2021.

Yours sincerely,



Nancy Shapiro  
District Manager

NS/kr

Cc: Bookkeeper



Strawberry Recreation District  
 Internal Revenue Summary Sheet  
 Week Ending:

118 East Strawberry Drive  
 Mill Valley, California 93931

10/13/2021

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## GM Board Update – November 2021

### Financials – See Attached

### Facilities:

- The elevator smoke test and conveyance cleaning took place on 11/2. The elevator passed the test, and no additional issues were discovered after the cleaning.
- Comcast's fiberoptic team connected the Sienna Switch and our new fiberoptic internet went live on October 28<sup>th</sup>.
- We are waiting on the Comcast System Design Engineer to design our call flow before we switch our phones from AT&T to Comcast.
- Fusion Technologies installed a firewall for our internet network on October 27<sup>th</sup>, which will monitor all incoming and outgoing internet and network traffic.
- Testa Plumbing is approximately halfway through with the trenching and replacement of the gas line. We expect work to be complete and gas resorted to the main building by November 12<sup>th</sup>.
- We're ordering acrylic signs for the entrances of every room in the main building, which will improve branding and better assist patrons in program location. The first of the signs was installed over the bulletin board by the main office door.
- The concrete foundation for the 8' x 6' storage shed in the outdoor enclosure is nearly complete; however, the completion date has been pushed back to mid-November.
- Security cameras: CSC has provided a bid for \$3,151 to add three additional closed-circuit cameras in selected locations. We've also purchased (2) additional Ring cameras to eliminate additional blind spots.

### Athletic Fields:

- A yard of fresh cinder was installed on the infields on 10/30, and entire infield was grated and rolled.
- We've determined that the pitching mound runways are not need on the majors or minors and are going to garner bids to replace the cinder with turf.
- We're looking to purchase (2) new pitching mound tarps for the majors and Minors field. They would be larger, and full encompass the entire mound.

### Aquatics / Water:

- Two of our three ADA pool lifts require repairs and we're trying to find a company willing to perform repairs. We are working to purchase a new ADA lift to replace the oldest lift, that is no repairable.
- We've completed the installation of a new drainage ditch behind the west side of the spa, to mitigate water overflowing the wall and into the spa. Based on the rain Monday night/Tuesday morning, we can confirm that the drain works as intended.
- Pump #1 for the main pool is leaking from the seal plate and the repair has been pushed back - due to vendor issues - until November 12<sup>th</sup>.
- A new swim reservation board was created and mounted on the lifeguard office to make determination of assigned area(s) easier for both patrons and staff.

## Parks:

- A yard of pea gravel was installed underneath the new trash can at Seminary Cove Park, to mitigate flooding issues.
- Completion of the bench refurbishment at Brickyard has been pushed back until the end of the year.

## Aquatics

- **Lifeguard trainings**
  - 11/04-Training for 2 potential part time employees.
  - 11/22-23-Full Lifeguard course
  - 11/24- Lifeguard review for non-employees
  - 01/06/22 or 1/07/22- Tentative In-Service Meeting with Aquatics Staff
- **Upcoming Registrations**
  - 2022 Q1 Pool Pass will go on sale 12/02/21 @ 9:00am
  - Winter 2022 Swim Lessons will on sale (Online Only) 12/20 @12:00pm
- **Pool Memberships**
  - Patrons are being asked to input their last name in our reservation system to help with expedite our daily procedures – important due to low staffing
  - Brittney & Nancy are working on a Q1 2022 hybrid model for Family Rec Swim. Will likely make some weekday afternoons and one weekend day/afternoon same as Open Family Swim on Friday afternoons. Lap swim will remain by reservation only.
- **Staffing**
  - Hoping that newly trained lifeguards will help to fill in several days/weeks. Still having great difficulty hiring a LG or Lead LG to take on more hours during the week. Ads on Indeed not working, continuing to reach out to local colleges and Nancy will repost on Nextdoor.
  - Brittney will begin working on summer staffing in February/March to ensure we have enough summer guards and swim instructors.

## Youth & Recreation

### Youth

- TGA Premier Youth Golf has been a great new afterschool enrichment program addition. We had 11 student sign-ups for the first session.
- Play Club numbers have improved in the second session; on Mondays we have a high of 22 students.
- Our afterschool enrichment classes are growing in popularity, with most classes sold out.
- Golden State Warriors have agreed to hold a one-day youth basketball camp on May 7.
- Marco & Justin are working on starting a Jr. Warriors basketball league beginning in April; league will partner with Northbay Basketball
- Our two new Play Club staff (Miranda & Brea) are getting up to speed quickly. They've brought new energy and excitement to Play Club.

- Legarza Youth Sports has started their winter rental. They are working on getting an early start on their summer schedule and program marketing at SRD.

### Adult

- Men's Drop-In Basketball is growing in popularity. We have an average of 12 players on Thursday nights.
- We are starting a new Beginning Bridge Class with Henry in January. Henry's fall class had 27 registered. Monday Drop in Bridge continues with between 8 – 10 participants.
- SRD's Food Drive ends on November 19. We have donation bins in the main office, at the pool and in the gym.
- Rebecca's Water Aerobics class is up and running on Thursdays at 1 pm. We have an average of 8 participants per class. The Pool Platform Fitness class is on hold until spring.
- Morning Group Ex classes are holding steady with 12 – 15 participants per class.

### Rentals

- Birthday party rentals are increasing.
- Inquiries are increasing for meeting rentals
- We've seen a decrease in long time renter (youth programs) reservation times due to lower registrations. Need to revisit process so SRD is not holding space and left without renters at the last minute.
- Marco & Justin working on new programming and reaching out to local groups who have expressed interest in renting the facility.
- Working on installation of sleeves for volleyball nets, to bring volleyball groups into the gym. A \$5,000 contribution was offered to help pay for the volleyball sleeves and net system. SRD gym is already marked with volleyball court lines.

### Misc.

- **Tennis Court Update – Vintage Contractors**
  - The installation of the replacement wood retaining walls on the west hillside, as well as the drains for both courts are mostly complete.
  - Most of the black vinyl coated fencing is up and secured. Contractor waiting on additional fencing to complete project.
  - Replacement backboard is scheduled to arrive at the end of March
  - The project is on track for a 1<sup>st</sup> week of December completion.
- **Sport Court Update**
  - The engineers completed the boring test. We are awaiting test results.
  - Preliminary results indicate they hit bedrock 7 – 7.5 feet down from playground floor, and 10 feet down from the top of the hillside.
- **Strawberry Recreation and Parks Foundation Update**
  - New Foundation president, Stefany Harband Toll
  - Foundation is up to date and can accept donations
    - Need to establish new bank account
  - One application remaining, that was never filed with State Attorney General

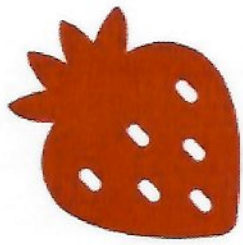


- Gathering all documents and will be reviewed prior to sending in application
- **Storage @ SRD**
  - Need more storage for gym due to increased programming
  - Will be purchasing a Tuff Shed for gym chairs and tables so that we can use the indoor storage for sports equipment
  - Likely will purchase storage for gym deck for group ex equipment
- **Southern Marin Neighborhood Response Group (NRG)**
  - Working with them to make SRD the local coordination site for neighborhood emergency response
  - Next step for SMNRG to hold town hall meetings
  - New coordinator working to set up block captains throughout Strawberry

SRD Financial Summary

7/1 - 11/05 2021 v 2020

Operating	FY 2021/2022			FY 2020/2021		
	Revenue	Expenses	Net Inc./Loss	Revenue	Expenses	Net Inc./loss
Youth Recreation	\$ 111,697	\$ 195,706	\$ (84,009)	\$ 108,465	\$ 167,035	\$ (58,570)
Special Events	\$ 1,210	\$ 6,163	\$ (4,953)	\$ -	\$ 1,070	\$ (1,070)
Adult Rec. Classes	\$ 17,119	\$ 11,360	\$ 5,759	\$ -	\$ -	\$ -
Aquatics	\$ 183,459	\$ 169,932	\$ 13,527	\$ 26,982	\$ 131,099	\$ (104,117)
Tennis	\$ 17,161	\$ 3,409	\$ 13,752	\$ 22,282	\$ -	\$ 22,282
Facilities	\$ 42,240	\$ 122,730	\$ (80,490)	\$ 18,962	\$ 130,146	\$ (111,184)
Administration	\$ -	\$ 146,533	\$ (146,533)	\$ 1	\$ 165,807	\$ (165,806)
					0	
<b>Total Operating</b>	\$ 372,886	\$ 655,833	\$ (282,947)	\$ 176,692	\$ 595,157	\$ (418,465)
						\$ -
<b>Non Operating</b>						\$ -
Measure A	\$ 47,767	\$ -	\$ 47,767	\$ 42,919	\$ -	\$ 42,919
Other Funds	\$ 114,225	\$ 177,029	\$ (62,804)	\$ 101,976	\$ 5,134	\$ 96,842
Capital Improvements	\$ -		\$ -	\$ -	\$ -	\$ -
Zone IV	\$ -	\$ 18,007	\$ (18,007)	\$ 3,202	\$ 17,826	\$ (14,624)
Zone V	\$ -	\$ 2,384	\$ (2,384)	\$ 7,177	\$ 2,840	\$ 4,337
			\$ -			\$ -
<b>Total Non-Operating</b>	\$ 161,992	\$ 197,420	\$ (35,428)	\$ 155,274	\$ 25,800	\$ 129,474
			\$ -			\$ -
<b>Net Rev, Exp &amp; Income</b>	\$ 534,878	\$ 853,253	\$ (318,375)	\$ 331,966	\$ 620,957	\$ (288,991)
<b>Total Net w/o Zone IV</b>			\$ (300,368)			\$ (274,367)
<b>Total Net w/o Zone IV</b>						
<b>Balance Sheet Cash</b>	<b>Nov-21</b>	<b>1-Nov-20</b>	<b>Change</b>			
General Fund	\$ 1,364,262	\$ 1,088,940	\$ 275,322			
Replacement Resv	\$ 584,706	\$ 583,041	\$ 1,665			
Measure A	\$ 195,475	\$ 84,875	\$ 110,600			
Payroll Clearing	\$ 74,564	\$ 91,655	\$ (17,091)			
Credit Card Acct.	\$ 86,505	\$ 134,902	\$ (48,397)			
			\$ -			
<b>Total</b>	\$ 2,305,512	\$ 1,983,413	\$ 322,099			



Strawberry Recreation District  
**Swim.Play.Fun**

# 2022 Proposed Rates

November 9, 2021

<b>Tennis Pass Rates</b>		<b>2022</b>	
	# reservations wk: _____		
Tennis - Annual	Resident	\$	379
	Non-resident	\$	399
Tennis 9-Month*	Resident	\$	284
	Non-resident	\$	299
Tennis 6-Month*	Resident	\$	190
	Non-resident	\$	200
Tennis 3-Month*	Resident		
	Non-resident		
	Lost Key	\$	35
*If available			
<b>Tennis Rental Rates</b>			
<b>Periodic</b>			<b>2022</b>
10 hrs./week or less		\$20/hr.	
11 - 19 hrs./week		\$17.50/hr.	
20+ hrs/week		\$15/hr.	
<b>Short term rates</b>			
Not periodic		\$30/hr	
<b>Tennis Drop-In Rates* (when available)</b>			
75 Minutes - Singles		\$	20
75 Minutes - Doubles		\$	30
*Not currently offered			
<b>Tennis Pro Shop</b>			
<b>Annual Contract</b>			
Shop Open		\$200/month	
Shop Closed			

<b>Quarterly Pool Pass Rates</b>	<b>2022</b>	
<b>SRD Residents</b>	<b>Rates</b>	
<b>Senior Resident</b>	<b>\$</b>	<b>216</b>
<b>Senior Resident Couple</b>	<b>\$</b>	<b>270</b>
<b>Resident - Primary</b>	<b>\$</b>	<b>288</b>
<b>Family 2</b>	<b>\$</b>	<b>342</b>
<b>Family 3</b>	<b>\$</b>	<b>396</b>
<b>Family 4</b>	<b>\$</b>	<b>450</b>
<b>Family 5</b>	<b>\$</b>	<b>504</b>
<b>Family 6</b>	<b>\$</b>	<b>558</b>
<b>Non-Resident</b>		
<b>Senior Non-Resident</b>	<b>\$</b>	<b>252</b>
<b>Senior Non-Resident - Couple</b>	<b>\$</b>	<b>306</b>
<b>Non-Resident - Primary</b>	<b>\$</b>	<b>324</b>
<b>Family 2</b>	<b>\$</b>	<b>378</b>
<b>Family 3</b>	<b>\$</b>	<b>432</b>
<b>Family 4</b>	<b>\$</b>	<b>486</b>
<b>Family 5</b>	<b>\$</b>	<b>540</b>
<b>Family 6</b>	<b>\$</b>	<b>594</b>

<b>Youth Programs</b>		<b>2022</b>
Play Club Hourly		\$ 13
After Care Hourly (5-6 pm)		\$ 15
After Care Drop-In		\$ 20
Cancellation Fee		\$ 25
Late Fees		\$1/minute after 5 minute grace period
Transfer Fee		\$ 10
<b>Enrichment Classes &amp; IC Splits</b>		
Awesome Kids Yoga (Instructor - 70%)		
Messy Art Club (Instructor - \$17/student)	30%	
Photography (Instructor \$17/student)	30%	
Chess		
Kids Cooking for Life (Instructor - \$25/student)	30%	
Kids Dance Party (Instructor - \$15/student)	30%	
23 Elephants Theater Co.	30%	
Lego	30%	
Yoga	30%	
Culinary Dude	30%	
Portuguese Soccer	30%	
TGA Premier Golf	30%	
North Bay Basketball	20%	
Children 4 Change	30%	

<b>Adult Programs</b>		<b>2022</b>
<b>Land Aerobics</b>		
Class Card - Residents	10 visits/20 visits	\$125/\$200
Class Card - Non - Res	10 visits/20 visits	\$135/\$220
Drop In		\$ 15
<b>Water Aerobics</b>		
Class Card	10	R=\$80, NR = \$100
Drop In		
Pool Platform Fitness		R = \$15/NR =\$16
<b>Drop-In Basketball</b>	10 Punch Passes	R= \$7/NR = \$8
Drop In		\$ 10
<b>Bridge</b>		
Class	30%	
Drop-In Bridge	30%	\$ 10
<b>Rec Pool Parties</b>		<b>2022</b>
When pool is open		
Residents & Non-Residents	Rec Pool Party	15 people = \$250
	2 hrs.	16 - 25 = \$300
<b>Private Pool Parties</b>		
After hours, pool closed (2 hrs.)		
Private Pool Parties (2 hrs.) 2022	Max 75 people	\$ 500
Add Hr. 2022		\$ 200
	Deposit	1000

<b>Swim Lessons</b>		<b>2022</b>
Group Lesson & Swim Club	Group sizes 4 - 8 students	\$ 18
Group Lesson Orange	Group size 3 students	\$ 24
Private		\$ 45
Semi-Private (2 participants)		\$ 65
<b>Drop In* (if available) Lap Swim Only</b>	16 yrs. and over	\$20 for 1 time slot
<b>*Not currently available</b>		
<b>Water Gym</b>		
Class		\$ 15
<b>Rec Pool Parties</b>		
When pool is open	Rec Pool Party	15 people = \$250
	2 hrs.	16 - 25 = \$300
<b>Private Pool Parties</b>		
<b>After hours, pool closed (2 hrs.)</b>		
Private Pool Parties (2 hrs.) 2022	Max 75 people	\$ 500
Add Hr. 2022		\$ 200
	Deposit	\$ 1,000



<b>Camp Strawberry</b>		<b>2022</b>
Weekly Rate - Traditional	Camp	\$ 399
Athletic-X	Camp	\$ 425
CIT	Camp	\$ 265
Extended Care	Weekly AM or PM	\$15/hr.
Late Pick-up Fees		\$1/minute after 5 minute grace period
<b>Cancellation Policy</b>		
14 Full Days Prior	100%	plus cancellation fee
7 Full Days Prior	50%	
Cancellation Fee over 14 days, per person, per session		\$ 25
Transfer Fee		\$ 10

Building Rental Rates		2022						
<b>Up to 4 times/year</b>								
<b>*Use of alcohol requires special permit, see below</b>								
Fees/hr.	Under 25 total people. Gym Sports or Birthday - Under 14 yrs. - 2 hr. minimum	Gym - 2 hr. minimum	Kitchen & Gym - 2 hr. minimum	Kitchen Only - 2 hr. minimum* *20% discount when use with gym	1st Floor - 1 hr. minimum	3rd Floor - 1 hr. minimum	Courtyard Rental	
	No Kitchen or food permitted inside	Gym Only	Kitchen & Gym	No gym entry				
Resident - 1x Use	\$ 86	\$ 80	\$ 104	\$ 50	\$ 45	\$ 40	\$ 20	
Non-resident 1x Use	\$ 90	\$ 110	\$ 136	\$ 60	\$ 55	\$ 45	\$ 25	
Non-profit	\$ 75	\$ 90	\$ 112	\$ 50	\$ 45	\$ 40	\$ 20	
For-profit	\$ 125	\$ 140	\$ 180	\$ 85	\$ 65	\$ 60	\$ 30	
Surcharge for 100+ people**	N/A	20%	20%	50%				
Deposit	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	500	500		
<b>5 or more consecutive times/year</b>								
<b>2022</b>								
<b>*Use of alcohol requires special permit, see below</b>								
Fees/hr.	Under 25 total people. Gym Sports or Birthday - Under 14 yrs. - 2 hr. minimum	Gym - 2 hr. minimum	Kitchen & Gym - 2 hr. minimum	Kitchen Only - 2 hr. minimum* *20% discount when use with gym	1st Floor - 1 hr. minimum	3rd Floor - 1 hr. minimum	Courtyard Rental	
	No Kitchen or food permitted	With or w/o Kitchen	Kitchen & Gym	No gym entry	1.5 hr. minimum	1.5 hr. minimum	See GM	
Resident	N/A	\$ 75	\$ 94	\$ 43	\$ 39	\$ 35	\$ 20	
Non-resident	N/A	\$ 79	\$ 104	\$ 51	\$ 50	\$ 40	\$ 25	
Non-profit periodic	N/A	\$ 77	\$ 96	\$ 43	\$ 39	\$ 35	\$ 20	
For-profit periodic	N/A	\$ 119	\$ 153	\$ 72	\$ 60	\$ 50	\$ 30	
Surcharge for 100+ people**	N/A	20%	20%	50%				
Deposit	\$ 1,000	\$ 1,000	\$ 1,000	\$ 500	\$ 500	\$ 500		
Use of Alcohol must have permit*								
Up to 50 people								
51 - 100 people								
101 = 250 people								
250 - 400 people								
Over 400								
*Alcohol without permit forfeit entire deposit								
<b>**Security Guard - No Alcohol</b>								
100 - 250 people - 1 sec. guard								
250 - 400 people - 2 sec. guards								

<b>FIELD RENTAL - HOURLY</b>	<b>Primetime - 2 hr. minimum</b>	<b>2022</b>
Practice Field A	One Rate	38
Field 1/4 (B, C & D)	One Rate	30
<b>Minors</b>	<b>Individual Use: 2022</b>	60
	Non-profit 1X Use	60
	Forprofit 1X Use	80
	Non-profit - Periodic	50
	For-profit - Periodic	70
<b>Majors</b>	<b>Individual Use: 2022</b>	75
	Non-profit 1X Use	75
	Forprofit 1X Use	95
	Non-profit - Periodic	60
	For-profit - Periodic	80
<b>2 Baseball Diamonds</b>	Individual Use: 2022	110
(2 hr. minimum)	Non-profit - Periodic	110
	For-profit - Periodic	140
<b>Soccer Field</b>		\$ 100
<b>Batting Cages</b>		\$ 15

Misc. Fees		2022		
<b>Program &amp; Lesson Cancellation Policy</b>				
14 Full Days Prior		100%	plus cancellation fee	
7 Full Days Prior		50%		
Cancellation Fee over 14 days		\$	25	
Cancellation Fee over 14 days, programs under \$25		\$	5	
Transfer Fee		\$	10	
<b>Membership Cancellation Policy</b>				
No refunds after 3 days after purchase; full refund if within 3 days of purchase less \$25 cancellation fee			\$25	
Medical exceptions w/Dr. note	prorated			
Use of Alcohol must have permit*				
Up to 50 people	No security guard & \$50 application fee			
51 - 100 people	1 security guard & \$100 application fee			
101 - 250 people	2 security guards & \$150 application fee			
250 - 400 people	250 - 400 - \$250 (need GM approval			
Over 400	GM approval			
*Alcohol without permit forfeit entire deposit				
Security Guard - No Alcohol				
100 - 250 people - 1 sec. guard				
250 - 400 people - 2 sec. guards				

**ORDINANCE 2014.03.12.03**  
**ORDINANCE OF THE STRAWBERRY RECREATION DISTRICT**  
**ADOPTING RULES AND REGULATIONS FOR THE USE OF THE RECREATION FACILITIES,**  
**PROGRAMS AND SERVICES LOCATED AT STRAWBERRY RECREATION DISTRICT COMMUNITY**  
**CENTER OUTDOOR PARKS AND FIELDS LOCATED AT 118 E. STRAWBERRY DRIVE**

The Board of Directors of the Strawberry Recreation District (“District”) does hereby ordain as follows:

**SECTION I: Findings And Purpose.**

Pursuant to Public Resources Code Section 5786.1, subsection j, it is the intent of the Board of Directors that this ordinance shall set forth the rules and regulations for the use of the recreation facilities, programs and services within the District’s jurisdiction located at Strawberry Recreation District Community Center outdoor parks and fields located at 118 E. Strawberry Drive. Further, it is the intent of the Board of Directors that this ordinance shall set for the enforcement mechanism forth this ordinance as permitted by Public Resources Code Section 5786.17.

**SECTION II: General.**

A. **Definitions.** The following terms when used in this Ordinance shall have the meanings ascribed to them in this section:

1. “Board” means the Board of Directors of the Strawberry Recreation District.
2. “District” means the Strawberry Recreation District.
3. “Parks” means the Strawberry Recreation District Community Center parks and fields located at 118 E. Strawberry Drive.
4. “Permission” as referred to in this Ordinance means written permission granted by an authorized representative of the Strawberry Recreation District.
5. “Person” as referred to in this Ordinance means any natural person, firm, corporation, club, municipality, district or public agency, and all associations or combinations of persons whenever acting for themselves or any agent, servant or employee.

B. **Enforcement.**

Any authorized agency employee or designee or any peace officer shall have the authority to eject any person acting in violation of these Ordinances from lands or facilities managed by the agency or otherwise revoke their permission to use such lands or facilities. Further, any peace officer shall have the authority to enforce these Ordinances as set forth by law.

C. **Park Hours.** Parks are open to the public for use on Sundays from 8:30 a.m. to sunset and Monday through Saturday from 8:00 a.m. to sunset, or as otherwise designated by posted signs, in accordance with these regulations. A permit from the District is required for any after hour events. Overnight camping is prohibited.

- D. **Misdemeanors and Infractions.** Violation of the following regulations is a misdemeanor:
1. Section III, Paragraph B – remaining on or reentering parks after consent has been withdrawn;
  2. Section III, Paragraph C – damaging park property;
  3. Section III, Paragraph E – misconduct of minors;
  4. Section III, Paragraph F – participating in prohibited miscellaneous activities;
  5. Section III, Paragraph G – use, possession or discharge of firearms and other weapons;
  6. Section III, Paragraph H – noise disturbance;
  7. Section III, Paragraph K – dumping of garbage, refuse and trash;
  8. Section III, Paragraph L – structures, encroachments or signs;
  9. Section III, Paragraph M – abandoned or unattended property;
  10. Section III, Paragraph N – commercial activities;
  11. Section III, Paragraph O – disorderly conduct;
  12. Section III, Paragraph P – alcoholic beverages;
  13. Section IV, Paragraph A – overnight parking;
  14. Section VI, Paragraph A and B– creation of fire hazards;
  15. Continuing to use park lands in an illegal manner once a park employee, designee or law enforcement official has directed that such an activity be stopped.

Violation of any park regulation not mentioned in this section is an infraction.

- E. **Severability.** If any provision, section, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, inoperative or invalid, such holding shall not affect the remainder of this Ordinance.

### **SECTION III: Visitor Conduct Regulations.**

- A. **Compliance With Laws, Regulations And Signs.** All persons entering upon parks shall comply with all applicable federal, state, local laws, regulations and posted signs.
- B. **Use Restrictions.** No person shall enter any park that are closed to the public, nor use any area of a park for an unauthorized purpose. No person shall remain on or reenter a park after an authorized District employee, designee or law enforcement officer has specifically withdrawn consent to use such park.
- C. **Care Of Property And Facilities.** No person shall damage, deface, paint, tamper with or remove any park property or park facilities, including buildings, signs, gates, fences, equipment, trash receptacles, paving material, utilities or water lines.
- D. **Group Use.** No group, school, club or similar organization, whether formally organized or not, shall hold or conduct any activity within parks with twenty or more participants without prior written approval from the District. Group use of parks is subject to prior reservations, conditions and charges.

- E. **Responsibility For Conduct Of Minors.** Parents and guardians shall be responsible for the conduct of their minor children and shall not permit such minor children to do any act within parks prohibited by this Ordinance.
- F. **Miscellaneous Activities.** No person using parks shall engage in activities that endanger property, public safety or environmental resources. Nonpermitted activities include, but are not limited to:
1. Hitting golf balls, and
  2. Jumpie or bounce houses.
- G. **Weapons Prohibited.** No person shall possess, use, carry, discharge or cause to be discharged any gun, firearm or weapon within parks, including any air or gas weapon, spring gun, spear, bow and arrow, crossbow, sling shot, animal trap, knife with blade over five inches long, explosive, or any other form of weapon potentially dangerous to wildlife or human safety. Discharging any weapon into park areas from beyond park boundaries is prohibited.
- H. **Noise Restrictions.** No person using parks shall make or cause to be made any loud, unnecessary or unusual noise that causes discomfort or annoyance to any reasonable person of normal sensitivity. Except for radios and similar devices operated at levels that do not disturb others using parks, no person shall operate or possess any public address system, amplified musical instrument or other noise producing or transmitting device without written permission from the District.
- I. **Sanitation.** No person using parks shall do any of the following:
1. Urinate or defecate other than at restrooms provided;
  2. Fail to cooperate in maintaining restrooms in a neat and sanitary condition;
  3. Fail to clean up feces deposited by their pet; or
  4. Use restrooms set apart for the opposite sex, except when doing so for the purpose of assisting persons with a disability who requests such assistance.
- J. **Littering.** No person shall throw, drop, place or deposit any object, including, but not limited to, paper, food scraps, bottles, bottle caps, or cans onto lands within parks, except in trash receptacles. Where trash receptacles are not provided or are full, all such matter shall be carried away by the person responsible for its presence and properly disposed of elsewhere.
- K. **Dumping Prohibited.** No person shall bring garbage, refuse, trash or yard clippings onto parks, nor dump or deposit such garbage, refuse, trash or yard clippings within parks.
- L. **Unauthorized Structures Prohibited.** No person shall erect any temporary or permanent obstruction, structure, monument, facility, physical improvement, encroachment or sign within parks without express permission by the District. Any such item may be impounded and/or demolished by the District.
- M. **Abandoned And Unattended Property.** No person shall abandon or leave unattended any personal property or device within parks for a period longer than twelve hours

without express permission by the District. Any property or device so abandoned or unattended may be impounded and/or disposed of in accordance with law.

- N. **Commercial Activities.** No person shall do any of the following within parks:
1. Sell, hawk or otherwise peddle any goods, merchandize or services;
  2. Station or place any stand, cart or vehicle for display of goods, merchandise or services;
  3. Distribute, circulate or post any handbill, pamphlet or other advertisement regarding sale of goods, merchandise or services;
  4. Conduct any commercial filming or photography or activity related to commercial filming or photography except by written permission by the District;
  5. Conduct any activity of a commercial nature except by written permission of the District.
- O. **Prohibited Conduct.** No person shall do any of the following within parks:
1. Harass or otherwise disturb others;
  2. Accost another person for the purpose of begging or soliciting;
  3. Be under the influence of intoxicating liquor or dangerous drugs in such a condition that the individual is unable to exercise care for his or her own safety or the safety of others;
  4. Engage in loud or disturbing conduct or any act tending to a breach of the peace; or
  5. Appear in a state of dress or undress in which in which the pubic hair, genitals, buttocks or any portion of the female breast below the top of the areola are exposed. In addition, no person shall do anything defined as "disorderly conduct" as outlined in Penal Code Section 647.
- P. **Alcohol Prohibited.** No person shall bring or consume any alcohol in park.
- Q. **Baseball Restrictions.**
1. No person shall engage in live batting practice outside of designated batting cages.
  2. Pitching machines are only permitted in designated batting cages.
  3. The size of the Major Field requires restriction in the use of play on the field. Due to public safety concerns, including, but not limited to, the walkways, parking lots and surrounding homes, the Major Field Baseball and Softball League Play is restricted to persons under 13 years of age.
  4. The size of the Minor Field requires restriction in the use of play on the field. Due to public safety concerns, including, but not limited to, the walkways, parking lots and surrounding homes, the Minor Field Baseball and Softball Legal Play is restricted to persons under 11 years of age
- R. **Standards Of Behavior.** For the enjoyment and safety of everyone, the District expects all persons to treat the people and facilities connected to the District with respect and abide by all rules and direction from the District staff. The District reserves the right to refuse service or passes to anyone for the failure to abide by these standards. Privileges, including passes, may be revoked at any time by authorized personnel.

#### **SECTION IV: Vehicles and Traffic Regulations.**



- A. **Overnight Parking Prohibited.** No person shall park any vehicle overnight in any park area, including park designed parking lots.

**SECTION V: Animals Regulations.**

- A. **Dogs.** Other than service animals that assist persons with disabilities, dogs are prohibited from being in the parks.

**SECTION VI: Fire Regulations.**

- A. **Fires And Barbecues.** No person shall build, light or maintain a fire of any nature within parks except in permanent fixed barbecues established by the District. The use of portable barbecues and camp stoves is prohibited in parks.
- B. **Smoking.** Smoking is prohibited in all park areas.

**SECTION VII: EFFECTIVE DATE AND PUBLICATION**

This Ordinance shall be and is hereby declared to be in full force and effect as of thirty (30) days from and after the date of its passage and shall be published once at least one week before the expiration of said thirty (30) days in the *Marin Independent Journal*, a newspaper of general circulation published in the jurisdiction of the agency.

**SECTION VIII: VOTE**

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Strawberry recreation District held on this 12th day of March 2014 by the following vote:

AYES:

NOES:

---

PRESIDENT, BOARD OF DIRECTORS

ATTEST:

---

SECRETARY

## LICENSE AND MAINTENANCE LICENSE AGREEMENT

THIS LICENSE AND MAINTENANCE AGREEMENT is entered into this \_\_\_\_ day of November 2021, by and between the **STRAWBERRY RECREATION DISTRICT** (hereinafter, "SRD"), and Justs Karlsons owner of 60 Century Drive, Mill Valley, CA 94941 (hereinafter "licensee") (collectively referred to as "parties")

### RECITALS

1. Licensee owns 60 Century Drive, Mill Valley, CA 94941. Licensee has caused to be built beach stairs as shown on Attachment A, Boundary Layout, and a deck above the building (hereinafter referred to as "improvements" or "premises")
2. Stairs and the deck as shown on Attachment A are on SRD's property. Licensee has requested, and SRD has agreed, that a portion of SRD's property be made available to Licensee for the continued placement of stairs, and deck. Attached hereto as Exhibit B is a diagram of the portion of the property which is being made available by SRD for such purposes.
3. SRD and Licensee desire to obtain a nonexclusive license to maintain the premises.

### AGREEMENT

In consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

#### 1. DESCRIPTION OF PREMISES

The premises are herein described as a three (3) square foot portion of SRD property depicted as Exhibit A.

#### 2. USE

- 2.1. SRD hereby grants to Licensee a nonexclusive revocable license to the Premises specifically for improvements.
- 2.2. SRD acknowledges that Licensee constructed the improvements and grants the Licensee the right to maintain or upgrade the improvements in order to comply with BCDC or ADA specifications and to remain open to the public. Any other uses by Licensee not specifically granted herein shall be requested by written notice to SRD. Licensee shall not unreasonably interfere with SRD's use of its property by any work herein authorized except as separately agreed upon by the SRD. Licensee agrees to comply with all applicable laws and regulations when using Premises for the purposes referenced herein.
- 2.3. Licensee acknowledges that they are accepting the premises in "as-is" condition.
- 2.4. Licensee shall be responsible for the maintenance and upkeep of their improvements referred to in Section 1, in a safe condition in accordance with all applicable laws, ordinances, rules, orders and regulations of any federal, state, regional, SRD or municipal entities having jurisdiction.
- 2.5. Licensee shall be responsible to ensure public right of way and shall not cause any blockage of the public right of way to the shoreline.
- 2.6. Licensee shall seek the approval of SRD prior to any replacement, modification, repair, removal, and maintenance of Licensee's improvements on any portion of the

Premises that requires excavation of soil, disturbance or removal of vegetation, or the use of heavy machinery. SRD shall not unreasonably withhold consent for any work deemed by BCDC to be necessary under applicable BCDC permit.

- 2.7. Licensee shall obtain all necessary and required permits in accordance with all applicable laws, ordinances, rules, orders, and regulations of any federal, state, regional, SRD or municipal entities having jurisdiction to perform the work described herein.

### 3. TERM

- 3.1. This Agreement shall become effective on the date of its execution and shall remain effective until revoked by SRD or Licensee.
- 3.2. SRD and/or Licensee may revoke this Agreement upon (60) days' notice in writing. Licensee shall have no right of appeal to this revocation.
- 3.3. Within sixty (60) calendar days of the termination of this Agreement as provided for herein, Licensee shall ensure the property is restored to its original condition, ordinary wear and tear accepted.

### 4. REPRESENTATIONS REGARDING LICENSE

- 4.1. Licensee shall not represent to any party that they possess rights or obligations with respect to the Premises other than those contained within this license or contained in other binding instruments, nor shall they represent to any party that they have the ability or right to convey, transfer, assign or pass this License Agreement or possessory rights to the premises to another party except that Licensee shall disclose the encroachment of SRD property upon sale of property and shall notify SRD of sale of property.

### 5. ASSIGNMENT

- 5.1. Assignment of this license agreement shall require the written consent of SRD.

### 6. FEES

- 6.1. SRD shall charge Licensee \$50.00 monthly for the use of premises.
- 6.2. If Licensee fails to make any payment of this license to SRD within five (5) days after it is due, interest shall accrue on the overdue amount, from the date overdue until the date paid, at the overdue rate of 5 percent.

### 7. COMPLIANCE WITH LAWS.

- 7.1. Licensee shall, at all times during the Term, comply (and shall cause its employees, agents, visitors, and licensee, to comply) with all laws, codes, statutes, ordinances, and regulations applicable to this Agreement and licensee's use of property.

### 8. HOLD HARMLESS AND INDEMNIFICATION

- 8.1. SRD shall in no case be liable for any damage, injury or death, and Licensee hereby waives all claims against SRD for damage, injury or death to any person or property, arising or asserted to have arisen from any cause whatsoever in connection with the use or work on the Premises by Licensee. Licensee agrees to indemnify, hold harmless and defend the SRD of and from any and all loss, cost, damage, liability, and expense, including attorneys' fees arising out of any claim for damage, injury or death to any person or property in, on or about the Premises or any improvements thereon arising from Licensee or its officers, agents, contractors, or volunteers' negligence or willful misconduct. Licensee agrees to indemnify SRD for any BCDC

or ADA violations, claims, loss, cost, damage, liability or expense related to improvements or premises.

- 8.2. Licensee hereby waive any claim against SRD, its Board of Directors, officers, employees, or agents for any and all damage or loss caused in connection with, or as a result of the denial of any permit, or due to any suit or proceedings directly or indirectly attacking the validity of this agreement or any part hereof, or as a result of any judgment or award in any suit or proceeding declaring this agreement null, void or voidable, or delaying the same or any part thereof from being carried out.

## **9. COVENANT FOR MECHANIC'S LIENS**

- 9.1. Licensee will save SRD free and harmless and indemnify it against any and all claims for labor and materials in connection with any improvements, repairs, or alterations to the Premises made by Licensee and also the cost of defending against any and all such claims including reasonable attorneys' fees and court costs.
- 9.2. Licensee will save SRD free and harmless and indemnify it against any and all claims for labor and materials in connection with any improvements, repairs, or alterations to the Premises made by Licensee and also the cost of defending against any and all such claims including reasonable attorneys' fees and court costs.

## **10. INSURANCE**

- 10.1. As Licensee has performed maintenance and repairs of the premises, and plans to perform additional maintenance and repairs, licensee shall, at licensee's own cost and expense, shall maintain liability insurance on an "occurrence" basis for the benefit of licensee as named insured with a limit of not less than \$1,000,000 Combined Single Limit and \$2,000,000 aggregate in connection with licensee's use of the Premises and shall add SRD, their officers, elected and appointed officials, agents, boards, commissions, volunteers and employees as additional insured against claims for bodily injury, death, personal injury and property damage liability via an additional insured endorsement that accompanies and modifies the certificate of insurance. All such insurance shall be effected under valid and enforceable policies and shall be issued by insurers licensed to do business in the State of California and with general policy holder's rating of at least A and financial rating of VIII or better as rated by A.M. Best's Insurance reports and shall provide that the County shall receive thirty (30) days written notice from the insurer prior to any cancellation of coverage or diminution of limits.
- 10.2. On or before the date this License is entered into, Licensee shall furnish SRD with a certificate and endorsement evidencing the aforesaid insurance coverages and renewal policies or certificates shall be furnished to SRD at least thirty (30) days prior to the expiration date of each policy.

## **11. WAIVER OF SUBROGATION RIGHTS**

The Licensee hereby grants to SRD, on behalf of any insurer providing insurance to either of them with respect to the Premises, a waiver of any right of Subrogation, which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.

## **12. DISPUTES**

Any dispute or claim in law or equity between Licensee and SRD arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it for mediation to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) or Resolution Remedies in San Rafael, California. Licensee and SRD shall select a mutually agreeable mediator. If mediation proves unsuccessful, the parties may avail themselves of other remedies.

### **13. JURISDICTION**

- 13.1 This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Venue shall be Marin County, California.
- 13.2 The parties each waive any federal court removal rights they may have. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

### **14. NOTICES**

All notices given under this Agreement shall be in writing and shall be deemed to have been given (1) when delivered personally or enclosed in a properly addressed envelope and deposited in a United States post Office for delivery by registered or certified mail addressed to the parties at the below addresses; or (2) when sent by email or facsimile to the parties at the below numbers or addresses and upon the receipt by the sending party of written confirmation by the receiving party:

Strawberry:                      SRD  
   Attn: General Manager, Nancy Shapiro  
   118 E. Strawberry Drive  
   Mill Valley, CA 94941  
   Email: GM@strawberryec.org

Licensee:                              Justs Karlsons  
   Attn:  
   60 Century Drive  
   Mill Valley, CA 94941  
   Email: justs.karlsons@squirepb.com

### **15. MISCELLANEOUS**

- 15.1. Severability. If any provision(s) of this Agreement is (are) determined to be legally invalid, the parties hereto agree that that particular provision shall be null and void, but that the remainder of this Agreement shall remain in full force and effect.
- 15.2. No Third-Party Beneficiary. This Agreement is not intended and shall not be construed so as to grant, provide, or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third-party beneficiary under any statutes, laws, codes, ordinances or otherwise.
- 15.3. No Waiver. No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this Agreement shall constitute a waiver, abandonment, or relinquishment thereof.
- 15.4. Entire Agreement and Amendment. The Agreement, including all exhibits and referenced documents, constitutes the entire Agreement of the parties with respect to the matters contained herein. No modification of or amendment to the Agreement

shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement, are of no force or effect.

15.5. Construction. Each party had an opportunity to consult with an attorney in reviewing and drafting this Agreement. Therefore, the usual construction against the drafting party shall not apply to this Agreement.

15.6. Authority to Sign. The persons executing this Agreement warrant that they are duly authorized to do so and that this Agreement is a legally binding obligation on the party that each of them represents.

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

Strawberry Recreation District

Justs Karlsons

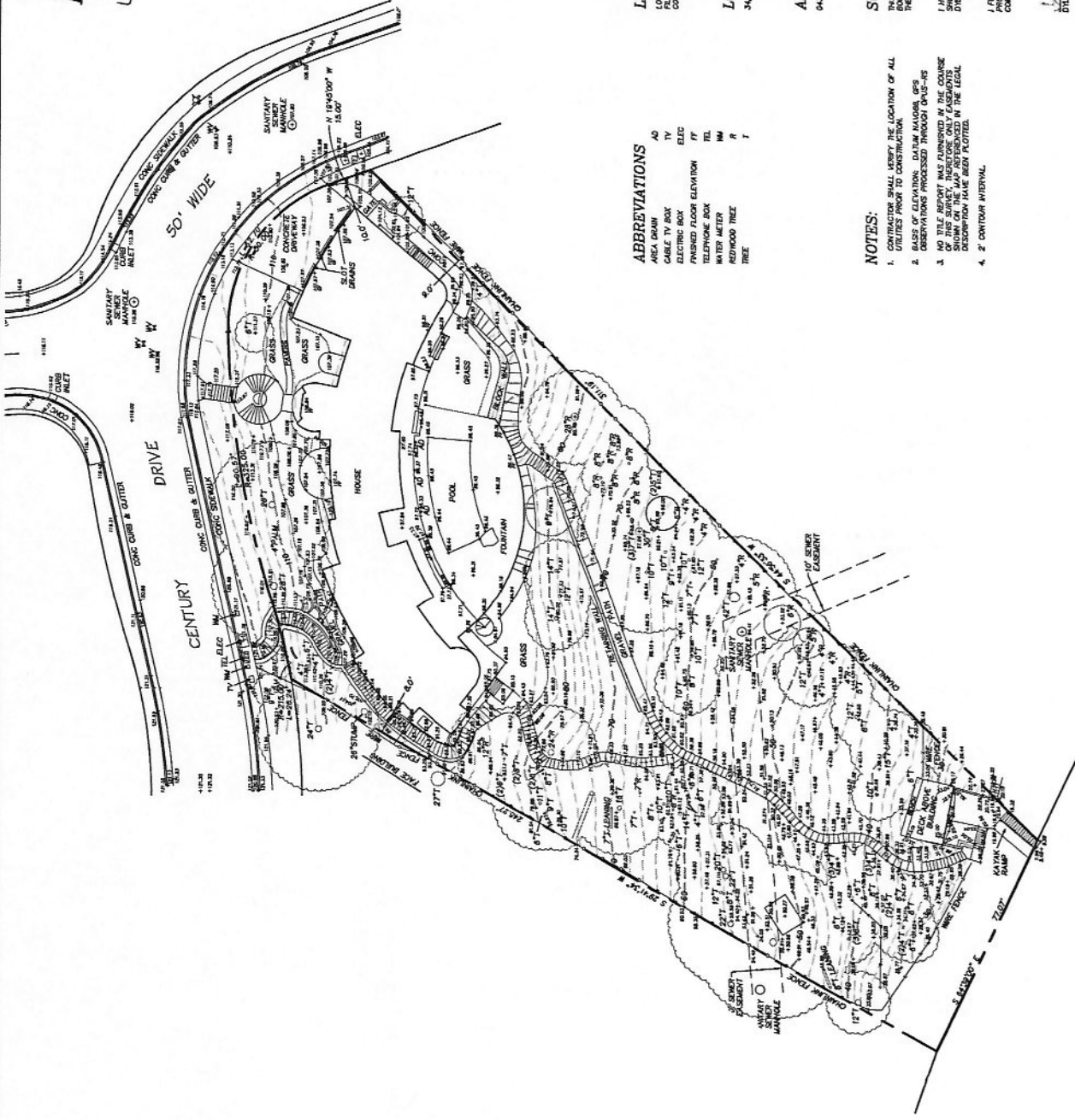
By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**TOPOGRAPHIC AND  
BOUNDARY SURVEY**  
60 CENTURY DRIVE  
UNINCORPORATED MILL VALLEY  
MARIN COUNTY - CALIFORNIA  
SCALE: 1 INCH = 16 FEET  
OCTOBER 2021



- ABBREVIATIONS**
- AD AREA DRAIN
  - TV TELEVISION
  - ELEC ELECTRIC BOX
  - FF FINISHED FLOOR ELEVATION
  - TEL TELEPHONE BOX
  - MW WATER METER
  - R REDWOOD TREE
  - T TREE

- NOTES:**
1. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
  2. BASES OF ELEVATION: DATUM NAHARA GPS OBSERVATIONS PROCESSED THROUGH GPS-RS.
  3. NO TITLE REPORT WAS FURNISHED IN THE COURSE OF THIS SURVEY. THE BOUNDARIES SHOWN ON THIS MAP REPRESENTED IN THE LEGAL DESCRIPTION HAVE BEEN PLOTTED.
  4. 2' CONTOUR INTERVAL.

**LEGAL DESCRIPTION:**

LOT 31, AS SHOWN ON THE MAP OF HARBOR POINT UNIT 20, FILED JUNE 7, 1983 IN BOOK 13 OF MAPS AT PAGE 16, MARIN COUNTY RECORDS.

**LOT AREA:**  
34,947 ± SQUARE FEET

**ASSESSOR PARCEL NUMBER:**  
043-201-41

**SURVEYOR'S STATEMENT**

THIS MAP CORRECTLY REPRESENTS A TOPOGRAPHIC AND BOUNDARY SURVEY MADE BY ME OR UNDER MY DIRECTION AT THE REQUEST OF:

JUSTS KALISINS IN AUGUST 2021

I HEREBY STATE THAT THE TOPOGRAPHY AND BOUNDARIES SHOWN ON THIS MAP WERE OBTAINED FROM A SURVEY MADE BY ME, DYLAN M. CONSALDES, PLS 8412 ON OCTOBER 12, 2021.

I FURTHER STATE THAT TO THE BEST OF MY KNOWLEDGE, ALL PROVISIONS OF APPLICABLE LOCAL ORDINANCES HAVE BEEN COMPLIED WITH.



10-18-2021  
DATE  
Dylan M. Consaldes  
SURVEYOR

**DMG ENGINEERING, INC.**  
30 OKAYUE COURT  
PLEASANT HILL, CA 94523  
PHONE: (925) 787-0463  
FAX: (925) 287-8503

RESTRICTED ENGINEERING DRAWINGS  
The information, plans, designs, notes and orientations shown on this drawing are confidential and may not be reproduced in whole or in part without the expressed written permission of DMG ENGINEERING, INC. Drawings created as property/contractual work of concept, creation or change. The engineer makes no claim for accuracy of conceptual information or of information applied by others.

NO.	DATE	DESCRIPTION

**TOPOGRAPHIC AND  
BOUNDARY SURVEY**  
60 CENTURY DRIVE  
UNINCORPORATED MILL VALLEY - CALIFORNIA  
SCALE: 1 INCH = 16 FEET  
OCTOBER 2021

SHEET 1  
OF 1 SHEETS(S)  
CREATED: 10-18-2021  
REV: 000  
JOB: 21-1101

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**GM**

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**From:** Karlsons, Justs <justs.karlsons@squirepb.com>  
**Sent:** Friday, July 2, 2021 1:28 PM  
**To:** Karlsons, Justs  
**Subject:** Stairs and roof of storage shed



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## LICENSE AND MAINTENANCE LICENSE AGREEMENT

THIS LICENSE AND MAINTENANCE AGREEMENT is entered into this \_\_\_\_, of November 2021, by and between the **STRAWBERRY RECREATION DISTRICT** (hereinafter, "SRD"), and Dirk Ivory, owner of 90 Century Drive, Mill Valley, CA 94941 (hereinafter "licensee") (collectively referred to as "parties")

### RECITALS

1. Licensee owns 90 Century Drive, Mill Valley, CA 94941. Licensee has caused to be built beach stairs and a deck (hereinafter referred to as "improvements" or "premises").as shown on Attachment A, Beach Access stair on APRN 043-271-58.
2. Stairs as shown on Attachment B are on SRD's property. Licensee has requested, and SRD has agreed, that a portion of SRD's property be made available to Licensee for the continued placement of stairs and deck (hereinafter referred to as "improvements" or "premises"). Attached hereto as Exhibit B is a diagram of the portion of the property which is being made available by SRD for such purposes.
3. SRD and Licensee desire to obtain a nonexclusive license to maintain the premises.

### AGREEMENT

In consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

#### 1. DESCRIPTION OF PREMISES

The premises are herein described as 30 square foot portion of SRD property depicted as Exhibit A, Assessor Parcel No. 043-271-58.

#### 2. USE

- 2.1. SRD hereby grants to Licensee a nonexclusive revocable license to the Premises specifically for stairs.
- 2.2. SRD acknowledges that Licensee constructed the stairs and grants the Licensee the right to maintain or upgrade the stairs in order to comply with BCDC or ADA specifications and to remain open to the public. Any other uses by Licensee not specifically granted herein shall be requested by written notice to SRD. Licensee shall not unreasonably interfere with SRD's use of its property by any work herein authorized except as separately agreed upon by the SRD. Licensee agrees to comply with all applicable laws and regulations when using Premises for the purposes referenced herein.
- 2.3. Licensee acknowledges that they are accepting the premises in "as-is" condition.
- 2.4. Licensee shall be responsible for the maintenance and upkeep of their improvements referred to in Section 1, in a safe condition in accordance with all applicable laws, ordinances, rules, orders and regulations of any federal, state, regional, SRD or municipal entities having jurisdiction.
- 2.5. Licensee shall be responsible to ensure public right of way and shall not cause any blockage of the public right of way to the shoreline.
- 2.6. Licensee shall seek the approval of SRD prior to any replacement, modification, repair, removal, and maintenance of Licensee's improvements on any portion of the Premises that requires excavation of soil, disturbance or removal of vegetation, or

- the use of heavy machinery. SRD shall not unreasonably withhold consent for any work deemed by BCDC to be necessary under applicable BCDC permit.
- 2.7. Licensee shall obtain all necessary and required permits in accordance with all applicable laws, ordinances, rules, orders, and regulations of any federal, state, regional, SRD or municipal entities having jurisdiction to perform the work described herein.

**3. TERM**

- 3.1. This Agreement shall become effective on the date of its execution and shall remain effective until revoked by SRD or Licensee.
- 3.2. SRD and/or Licensee may revoke this Agreement upon (60) days' notice in writing. Licensee shall have no right of appeal to this revocation.
- 3.3. Within sixty (60) calendar days of the termination of this Agreement as provided for herein, Licensee shall ensure the property is restored to its original condition, ordinary wear and tear accepted.

**4. REPRESENTATIONS REGARDING LICENSE**

- 4.1. Licensee shall not represent to any party that they possess rights or obligations with respect to the Premises other than those contained within this license or contained in other binding instruments, nor shall they represent to any party that they have the ability or right to convey, transfer, assign or pass this License Agreement or possessory rights to the premises to another party except that Licensee shall disclose the encroachment of SRD property upon sale of property and shall notify SRD of sale of property.

**5. ASSIGNMENT**

- 5.1. Assignment of this license agreement shall require the written consent of SRD.

**6. FEES**

- 6.1. SRD shall charge Licensee \$250.00 monthly for the use of property.
- 6.2. If Licensee fails to make any payment of this license to SRD within five (5) days after it is due, interest shall accrue on the overdue amount, from the date overdue until the date paid, at the overdue rate of 5 percent.

**7. COMPLIANCE WITH LAWS.**

- 7.1. Licensee shall, at all times during the Term, comply (and shall cause its employees, agents, visitors, and licensee, to comply) with all laws, codes, statutes, ordinances, and regulations applicable to this Agreement and licensee's use of property.

**8. HOLD HARMLESS AND INDEMNIFICATION**

- 8.1. SRD shall in no case be liable for any damage, injury or death, and Licensee hereby waives all claims against SRD for damage, injury or death to any person or property, arising or asserted to have arisen from any cause whatsoever in connection with the use or work on the Premises by Licensee. Licensee agrees to indemnify, hold harmless and defend the SRD of and from any and all loss, cost, damage, liability, and expense, including attorneys' fees arising out of any claim for damage, injury or death to any person or property in, on or about the Premises or any improvements thereon arising from Licensee or its officers, agents, contractors, or volunteers' negligence or willful misconduct.

- 8.2. Licensee hereby waives any claim against SRD, its Board of Directors, officers,

employees, or agents for any and all damage or loss caused in connection with, or as a result of the denial of any permit, or due to any suit or proceedings directly or indirectly attacking the validity of this agreement or any part hereof, or as a result of any judgment or award in any suit or proceeding declaring this agreement null, void or voidable, or delaying the same or any part thereof from being carried out.

## **9. COVENANT FOR MECHANIC'S LIENS**

- 9.1. Licensee will save SRD free and harmless and indemnify it against any and all claims for labor and materials in connection with any improvements, repairs, or alterations to the Premises made by Licensee and also the cost of defending against any and all such claims including reasonable attorneys' fees and court costs.
- 9.2. Licensee will save SRD free and harmless and indemnify it against any and all claims for labor and materials in connection with any improvements, repairs, or alterations to the Premises made by Licensee and also the cost of defending against any and all such claims including reasonable attorneys' fees and court costs.

## **10. INSURANCE**

- 10.1. As Licensee has performed maintenance and repairs of the premises, and plans to perform additional maintenance and repairs, licensee shall, at licensee's own cost and expense, shall maintain liability insurance on an "occurrence" basis for the benefit of licensee as named insured with a limit of not less than \$1,000,000 Combined Single Limit and \$2,000,000 aggregate in connection with licensee's use of the Premises and shall add SRD, their officers, elected and appointed officials, agents, boards, commissions, volunteers and employees as additional insured against claims for bodily injury, death, personal injury and property damage liability via an additional insured endorsement that accompanies and modifies the certificate of insurance. All such insurance shall be effected under valid and enforceable policies and shall be issued by insurers licensed to do business in the State of California and with general policy holder's rating of at least A and financial rating of VIII or better as rated by A.M. Best's Insurance reports and shall provide that the County shall receive thirty (30) days written notice from the insurer prior to any cancellation of coverage or diminution of limits.
- 10.2. On or before the date this License is entered into, Licensee shall furnish SRD with a certificate and endorsement evidencing the aforesaid insurance coverages and renewal policies or certificates shall be furnished to SRD at least thirty (30) days prior to the expiration date of each policy.

## **11. WAIVER OF SUBROGATION RIGHTS**

The Licensee hereby grants to SRD, on behalf of any insurer providing insurance to either of them with respect to the Premises, a waiver of any right of Subrogation, which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.

## **12. DISPUTES**

Any dispute or claim in law or equity between Licensee and SRD arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it for mediation to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) or Resolution Remedies in San Rafael, California. Licensee and SRD shall select a mutually agreeable mediator. If mediation proves

unsuccessful, the parties may avail themselves of other remedies.

### **13. JURISDICTION**

- 13.1 This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Venue shall be Marin County, California.
- 13.2 The parties each waive any federal court removal rights they may have. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

### **14. NOTICES**

All notices given under this Agreement shall be in writing and shall be deemed to have been given (1) when delivered personally or enclosed in a properly addressed envelope and deposited in a United States post Office for delivery by registered or certified mail addressed to the parties at the below addresses; or (2) when sent by email or facsimile to the parties at the below numbers or addresses and upon the receipt by the sending party of written confirmation by the receiving party:

Strawberry:                      SRD  
   Attn: General Manager, Nancy Shapiro  
   118 E. Strawberry Drive  
   Mill Valley, CA 94941  
   Email: GM@strawberryec.org

Licensee:                         Dirk Ivory  
   Attn: Alan DeMarche  
   90 Century Drive  
   Mill Valley, CA 94941  
   Email: alan@coolshadow.com

### **15. MISCELLANEOUS**

- 15.1. Severability. If any provision(s) of this Agreement is (are) determined to be legally invalid, the parties hereto agree that that particular provision shall be null and void, but that the remainder of this Agreement shall remain in full force and effect.
- 15.2. No Third-Party Beneficiary. This Agreement is not intended and shall not be construed so as to grant, provide, or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third-party beneficiary under any statutes, laws, codes, ordinances or otherwise.
- 15.3. No Waiver. No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this Agreement shall constitute a waiver, abandonment, or relinquishment thereof.
- 15.4. Entire Agreement and Amendment. The Agreement, including all exhibits and referenced documents, constitutes the entire Agreement of the parties with respect to the matters contained herein. No modification of or amendment to the Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement, are of no force or effect.
- 15.5. Construction. Each party had an opportunity to consult with an attorney in reviewing and drafting this Agreement. Therefore, the usual construction against the drafting party shall not apply to this Agreement.
- 15.6. Authority to Sign. The persons executing this Agreement warrant that they are duly

authorized to do so and that this Agreement is a legally binding obligation on the party that each of them represents.

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

Strawberry Recreation District

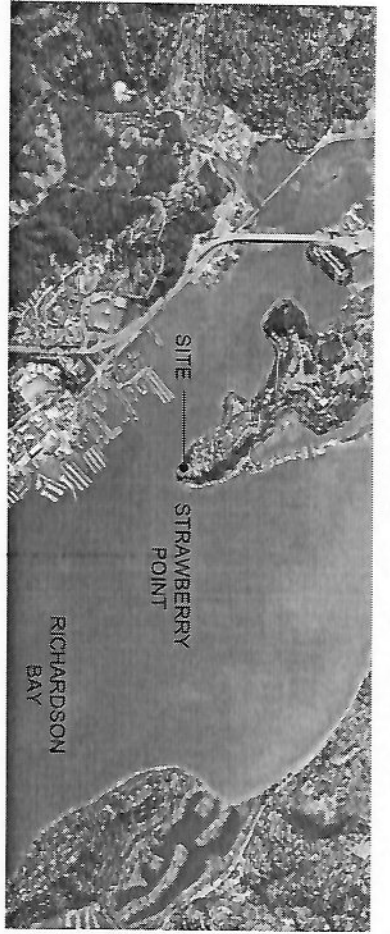
Dirk Ivory

By: \_\_\_\_\_

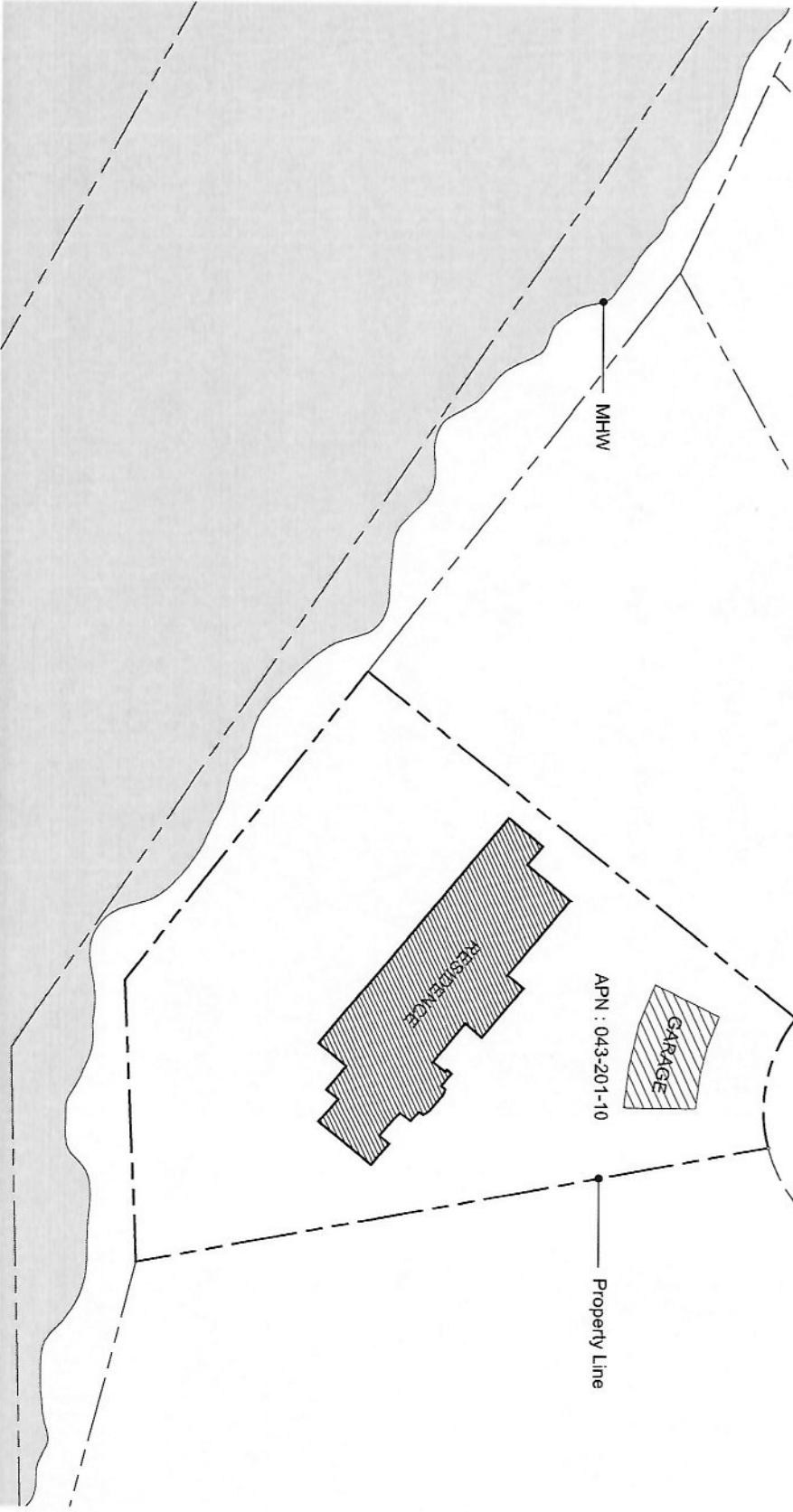
By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



1 VICINITY MAP  
SCALE : NTS



2 PLOT PLAN  
SCALE : 1 : 600

DRAWINGS PREPARED BY:

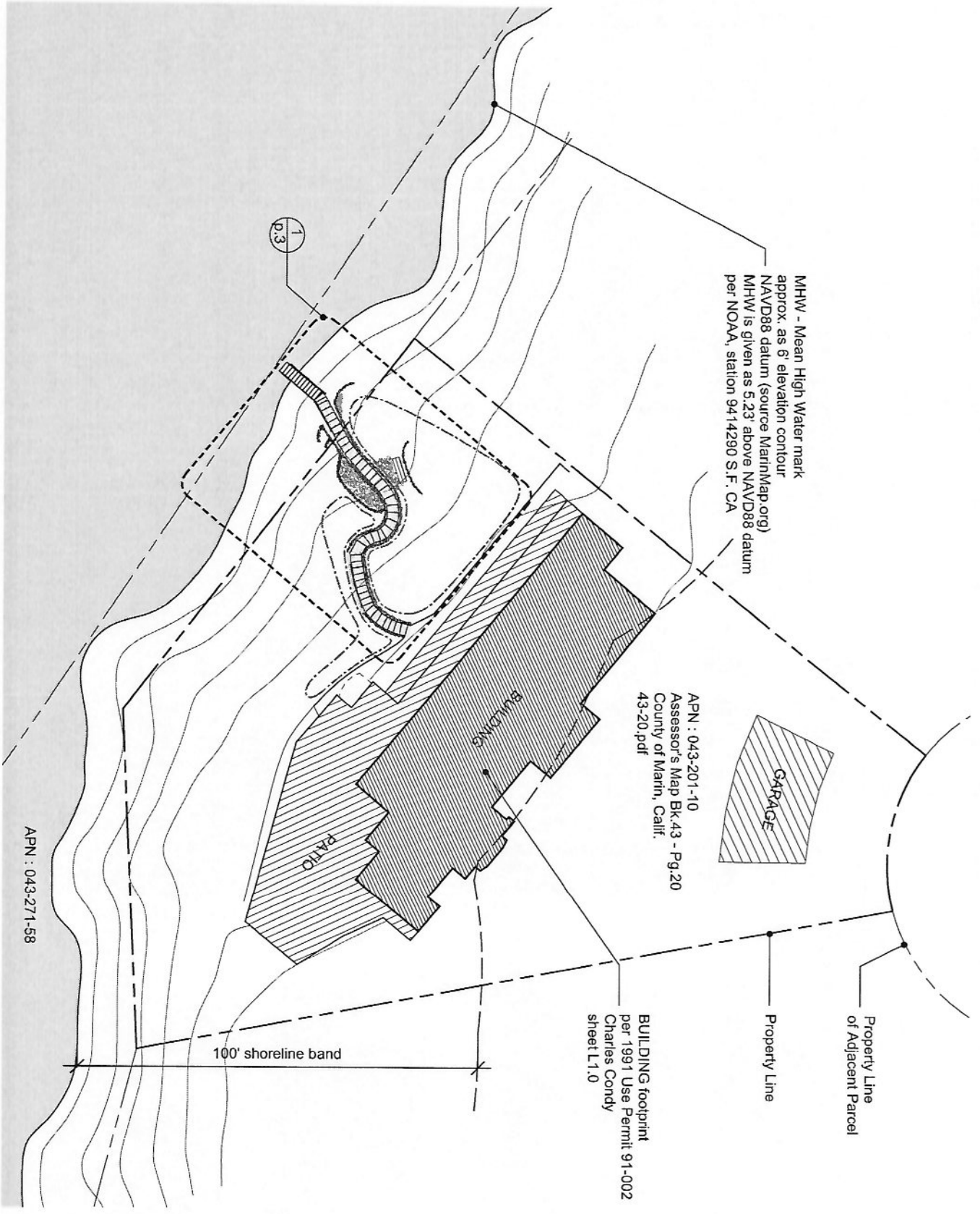
LOISOS + UBBELOHDE  
1500 FERRY POINT STE. 201  
ALAMEDA, CA 94501  
(510) 521-3800 COOLSHADOW.COM

IVORY RESIDENCE  
90 CENTURY DRIVE  
MILL VALLEY, CA  
APN : 043-201-10

VICINITY MAP  
AND PLOT PLAN

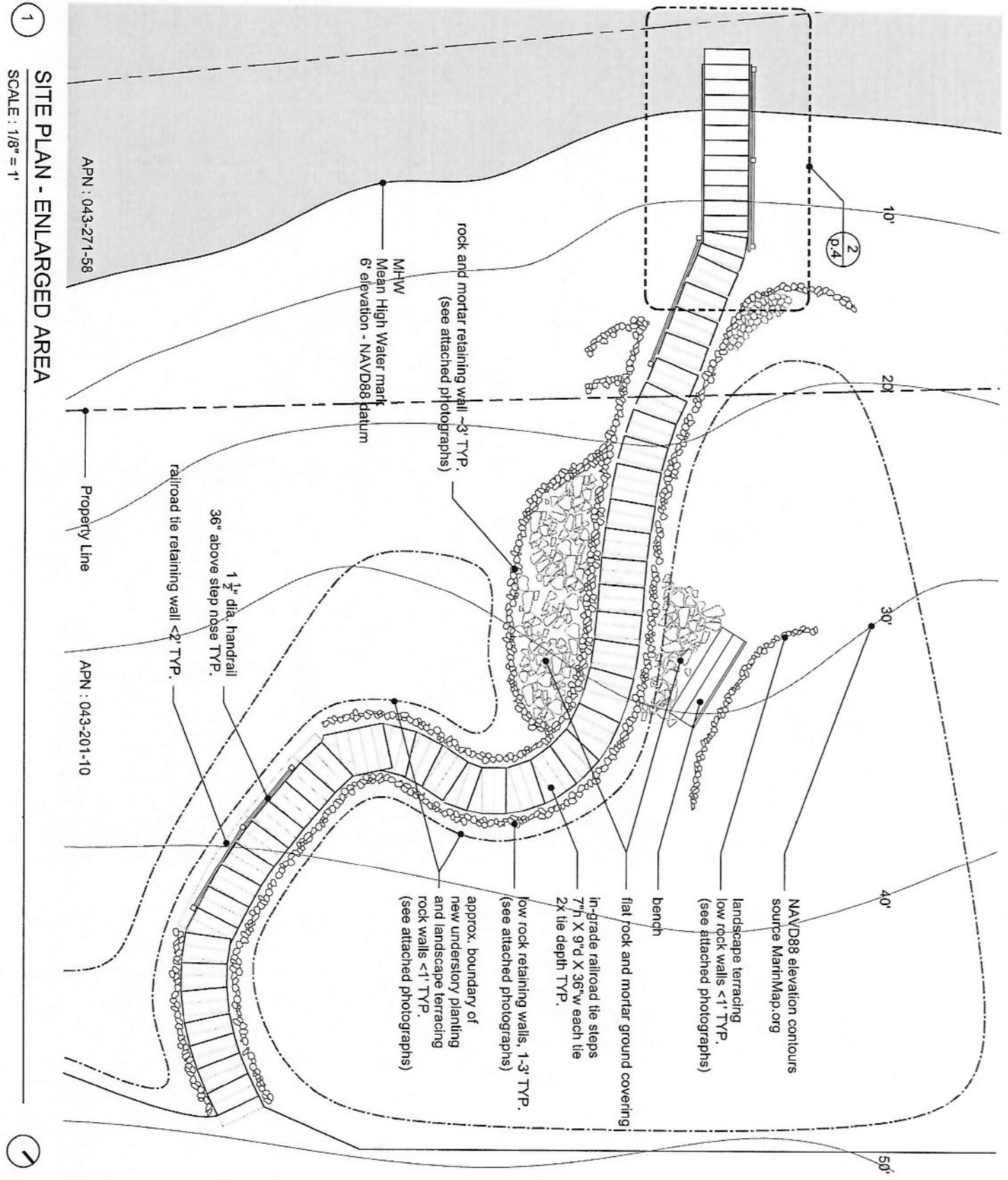
DATE : 08/23/2021  
SCALE : AS NOTED  
PAGE : 1 of 6

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SITE PLAN	IVORY RESIDENCE 90 CENTURY DRIVE MILL VALLEY, CA APN : 043-201-10	DRAWINGS PREPARED BY:  LOISOS + UBBELOHDE 1500 FERRY POINT STE. 201 ALAMEDA, CA 94501 (510) 521-3800 COOLSHADOW.COM
	DATE : 08/23/2021 SCALE : AS NOTED PAGE : 2 of 6	





1

SITE PLAN - ENLARGED AREA  
SCALE : 1/8" = 1'

DATE : 08/23/2021  
SCALE : AS NOTED  
PAGE : 3 of 6

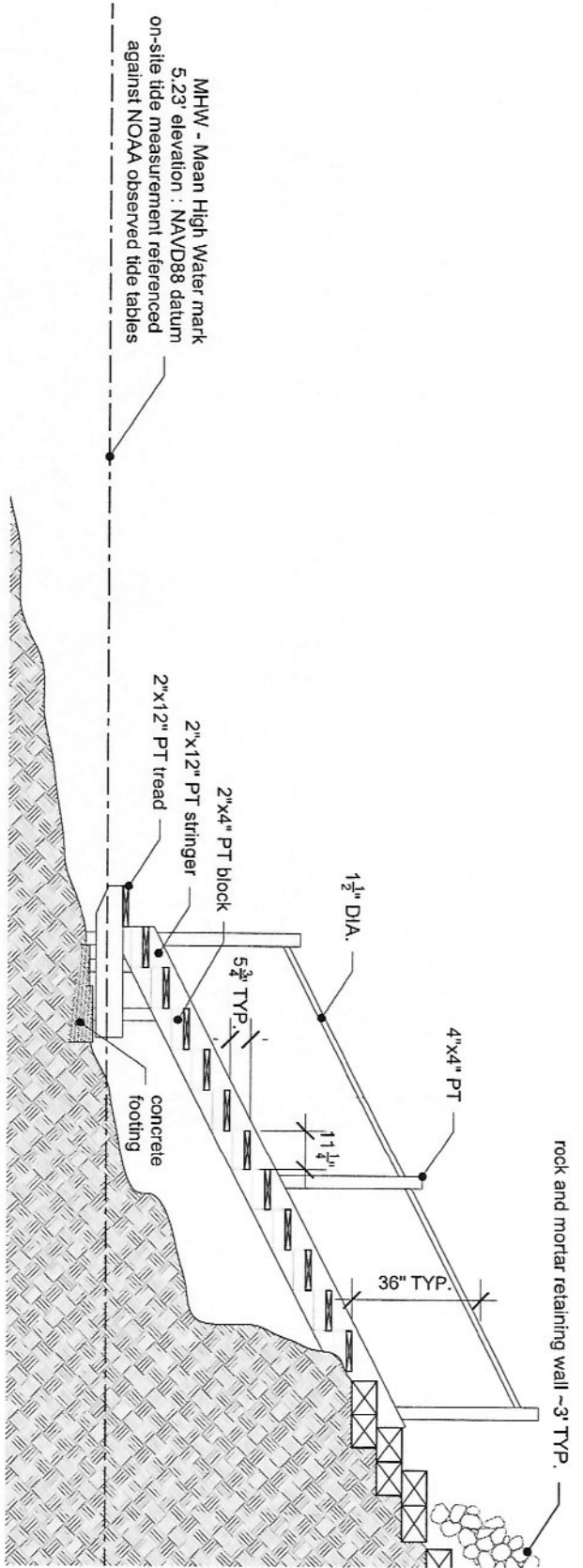
SITE PLAN  
ENLARGED AREA

IVORY RESIDENCE  
90 CENTURY DRIVE  
MILL VALLEY, CA  
APN : 043-201-10

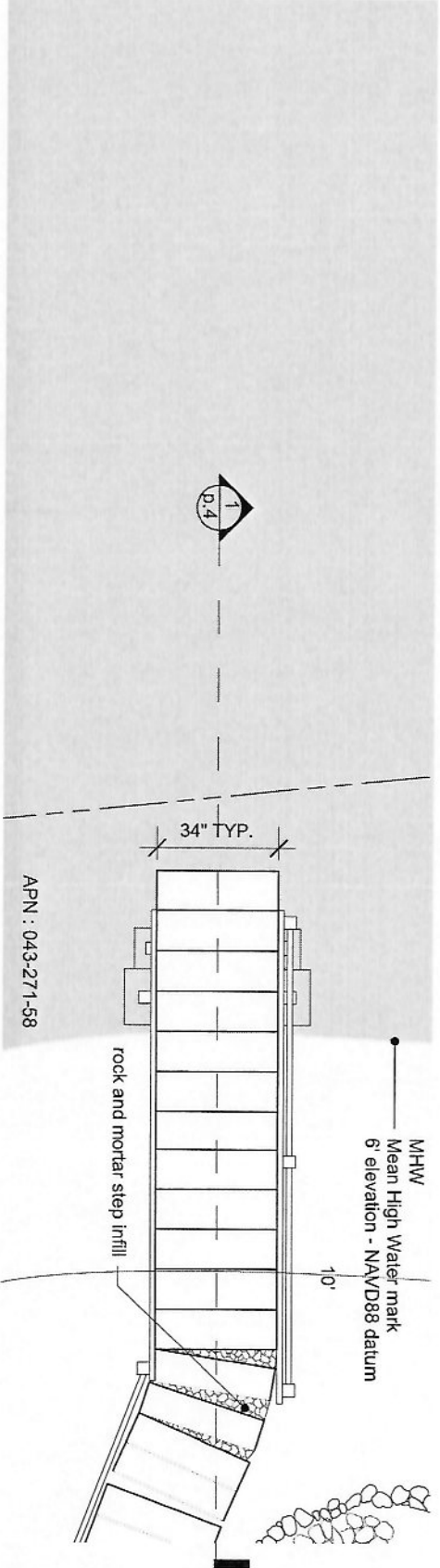
DRAWINGS PREPARED BY:

LOISOS + UBBELOHDE  
1500 FERRY POINT STE. 201  
ALAMEDA, CA 94501  
(510) 521-3800 COOLSHADOW.COM

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1  
STAIR SECTION  
SCALE : 1/4" = 1'



2  
STAIR PLAN  
SCALE : 1/4" = 1'

DRAWINGS PREPARED BY:

LOISOS + UBBELOHDE  
1500 FERRY POINT STE. 201  
ALAMEDA, CA 94501  
(510) 521-3800 COOLSHADOW.COM

IVORY RESIDENCE  
90 CENTURY DRIVE  
MILL VALLEY, CA  
APN : 043-201-10

STAIR SECTION  
STAIR PLAN

DATE : 08/23/2021  
SCALE : AS NOTED  
PAGE : 4 of 6

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