



**City of St. Helena  
Parks and Recreation Commission  
Special Meeting  
1360 Oak Avenue, St. Helena, CA 94574  
Monday, February 25, 2019 @ 4:30 PM**

**PLEASE NOTE: Any person who wishes to speak regarding an item on the agenda or make a comment under the "Oral Communication" portion of the agenda may do so, but please observe the time limit of four minutes.**

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Page

1. CALL TO ORDER

2. ROLL CALL

Commission Chair: Matt Demchuk

Vice Chair: Donna Hinds

Members: Noelle Strouss and Bob Frescura (1 vacancy)

City Council Member Liaison: David Knudsen

Staff Liaison: André Pichly, Parks & Recreation Director

3. PUBLIC FORUM:

An opportunity for the public to directly address the Commission on items of interest to the public that are not listed on the agenda. Any person addressing the Commission should provide his or her name and address, and limit comments to four minutes. Because of restrictions imposed by **the Brown Act, the Commission may not engage in substantive discussion, nor take action on matters not described on the agenda.**

4. REPORTS BY STAFF AND COMMISSION

Reports by staff and/or commission on items of general interest. Brief questions for clarification may be posed and answered, and Commission may request that items be placed on a future agenda. Except under certain circumstances, **the Brown Act prohibits any other discussion or action by the Parks and Recreation Commission.**

- 4.1.
- Public Works Staff
  - Parks & Recreation Staff
  - Commissioners

5. CONSENT CALENDAR:

Members of the Parks and Recreation Commission or the public may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, on motion may be used to adopt all recommendation actions.

- 5.1. Parks and Recreation Commission Meeting Minutes of January 28, 2019:

5 - 6

[1-28-2019 Parks and Recreation Commission Meeting Minutes \(Autosaved\)](#)

- 5.2. Revenue report (Demchuk)

7

Prepared By: Andre Pichly, Parks & Recreation Director  
[Parks & Recreation department revenue report](#)

6. SCHEDULED MATTERS:

- 6.1. Crane Park Lighting Project revised cost estimates - staff report/action item (Pichly) 9 - 32

Prepared By: Andre Pichly, Parks & Recreation Director  
[Crane Park Lighting cost issue](#)  
[BAY19-163537 Crane Park](#)  
[Sebastian-Tennis Court Proposal](#)  
[Sebastian-Bocce Ball Court Proposal](#)  
[Sebastian-Skate Park Proposal](#)

- 6.2. Prioritize and Finalize 2019 Parks and Recreation Commission work plan - see staff report 33 - 34

Prepared By: Andre Pichly, Parks & Recreation Director  
[Work Plan Staff Report 2-25](#)

- 6.3. Pickle Ball lines on tennis courts - discussion (Hinds) 35 - 40

Prepared By: Andre Pichly, Parks & Recreation Director  
[Pickle Ball info](#)

- 6.4. Secret to Good Health May Be a Walk in the Park article - discussion/no staff report (Hinds)

Article: [New York Times: Walk in the Park](#)

Prepared By: Andre Pichly, Parks & Recreation Director

- 6.5. Discussion on river corridor and accessible trails for walking - discussion (Pichly/Knudsen)

Map: [St Helena Final Zoning Map](#)

Prepared By: Andre Pichly, Parks & Recreation Director

- 6.6. National Fitness Campaign: fitness court project concept - discussion/video/no staff report (Pichly)

Video: [NFC campaign video](#)

Prepared By: Andre Pichly, Parks & Recreation Director

7. ADJOURNMENT

The next regular Parks and Recreation Commission meeting is scheduled for Monday, March 18, 2019 at 4:30 pm, Carnegie Building, 1360 Oak Avenue.

This agenda was posted at City Hall, 1480 Main Street and 1360 Oak Avenue on February 21, 2019.

André Pichly, Parks & Recreation Director

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact City Hall at (707) 967-

2792. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR35.102-35.104 ADA Title II). However, City staff will attempt to assist at any time with accessibility.



**City of St. Helena  
Parks and Recreation Commission  
Special Meeting  
January 28, 2019**

**Meeting Minutes – Action Items Only**

**1. Call to Order 4:34 pm**

**2. Roll Call**

The following were present:

Commission Chair: Matt Demchuk

Members: Donna Hinds, Autumn Tello, and Bob Frescura

City Council Member Liaison: none

Staff Liaison: André Pichly, Parks & Recreation Director

Staff: Carlos Uribe, Public Works Maintenance Manager

Absent: Commissioners Noelle Strouss

**3. Public Forum** – Jeff Blum of St Helena Little League spoke about the upcoming upgrades that SHLL plans for the baseball diamonds at Crane Park. March 16 is Opening Day.

**5. Consent Calendar**

- Meeting minutes from November 26, 2018, approved (moved by Frescura/Tello 2<sup>nd</sup>).

**6. Scheduled Matters:**

- 6.1 **Heat and Air Quality Policies** – Draft administrative policies for Heat and Air Quality were reviewed by the Commission. There was unanimous support for the Air Quality policy as written, but it was requested by the Commission that the standard as written for Heat not apply to adults, as they can decide for themselves what they would like to do during days with excessive heat. (moved by Hinds /2<sup>nd</sup> by Tello)
- 6.2 **Review, discuss and endorse Recreation Department budget plan for 2019/2020** – commission reviewed proposed, status quo budget, noted increases for some special events that the Director was recommending, and endorsed the department budget (moved by Frescura/2<sup>nd</sup> by Tello). Chair requested that they see revenue information for the department.
- 6.3.1 **Develop and approve 2019 Commission work plan** - The commission discussed the items listed in the staff report. While some new projects were discussed, the commission agreed that any new major projects should not be endorsed until maintenance or park improves. Put another way, until the City can adequately fund park maintenance, it does not make sense to be renovating existing or developing new parks until the current inventory of parks can be maintained to an acceptable standard.  
Parks that did make the list for improvements are (in no specific order):

- Wappo – shade and other amenities in the dog park area.
- Crane – skate park makeover (in advance of the 10-year anniversary), new play area fencing, Little League upgrades of infrastructure for sewer (for new snack bar and restrooms) and storm drain.
- Jacob Meily – renovate turf area: irrigation, drainage and new turf
- Baldwin – repair fences and improve path.

Not endorsed: Lyman Park renovation (Commission would like to shelve this plan because of possible construction of a new City Hall), and Lower York Reservoir (maintenance concerns). Commission will prioritize these items at February meeting

**6.3.2 Community and Friends Groups** - no staff report / not an action item.

- Community Tennis Association – Demchuk is looking into this.
- Dog Park Community Group – Pichly will begin promoting this idea
- Friends of Parks & Recreation non-profit – Demchuk said he will reach out to the Stephen McCullagh Fund group.
- Bocce Committee – Hinds to be the commission liaison to this group

**6.3.3 Parks & Recreation Department Proposed Annual Budget Review and Endorsement** – Commission reviewed and endorsed the proposed status quo budget for 2019/2020 (Moved by Hinds/2<sup>nd</sup> by Tello).

**6.3.4 Discussion on Hunt's Grove Conceptual Plan** – a conceptual plan that was based on the discussion and input of the subcommittee was shared with the Commission. It was decided that until park maintenance can keep pace with current maintenance needs in the existing park system that it would not make sense to develop and operate a new facility. The Commission agreed to place this project on hold. (Moved by Tello/2<sup>nd</sup> by Frescura).

**6.3.4 Develop Parks & Recreation Master Plan** – Pichly briefed the Commission on the need and purpose for a master plan, and said he would be looking into successful examples of in-house master plan projects done in other communities.

**7. Adjournment**

Meeting Adjourned: 7:45 pm. Moved by Tello; 2<sup>nd</sup> by Frescura.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Matthew Demchuk, Chair

\_\_\_\_\_  
André Pichly, Director of Parks & Recreation

Parks & Recreation department Revenue Report

| Account Number          | Description                   | Actual<br>2013      | Actual<br>2014      | Actual<br>2015      | Actual<br>2016      | Actual<br>2017      | Actual<br>2018      | Adopted<br>2019     | Adjusted<br>2019    | Collected Through<br>2/14/2019 | Proposed<br>2020   |
|-------------------------|-------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|--------------------------------|--------------------|
| <b>Bocce</b>            |                               |                     |                     |                     |                     |                     |                     |                     |                     |                                |                    |
| 286-31-70-00-00         | Investment Earnings           | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              |                                | \$0.00             |
| 286-34-30-00-00         | Recreation Registration       | \$14,425.00         | \$42,490.00         | \$43,800.00         | \$40,250.00         | \$45,000.00         | \$40,500.00         | \$40,500.00         | \$40,500.00         | \$1,800.00                     | \$40,500.00        |
| 286-34-60-00-00         | Contributions from Non-Govt   | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              |                                | \$0.00             |
| 286-34-70-00-00         | Other Revenue                 | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              |                                | \$0.00             |
|                         |                               | <b>\$14,425.00</b>  | <b>\$42,490.00</b>  | <b>\$43,800.00</b>  | <b>\$40,250.00</b>  | <b>\$45,000.00</b>  | <b>\$40,500.00</b>  | <b>\$40,500.00</b>  | <b>\$40,500.00</b>  |                                | <b>\$40,500.00</b> |
| <b>Harvest Festival</b> |                               |                     |                     |                     |                     |                     |                     |                     |                     |                                |                    |
| 287-34-30-00-00         | Vendor/NonProfit Fees         | \$0.00              | \$0.00              | \$0.00              | \$34,337.98         | \$6,585.00          | -\$2,435.00         | \$6,800.00          | \$6,800.00          | \$0.00                         | \$6,800.00         |
| 287-34-31-00-00         | Donations                     | \$0.00              | \$0.00              | \$0.00              | \$4,560.00          | \$1,004.99          | \$6,815.00          | \$0.00              | \$0.00              | \$11,276.00                    | \$3,200.00         |
| 287-34-40-00-00         | Pet Parade Registration Fee   | \$0.00              | \$0.00              | \$0.00              | \$1,795.00          | \$305.50            | \$520.00            | \$550.00            | \$550.00            | \$0.00                         | \$500.00           |
| 287-34-60-00-00         | Contributions From Non-Govt   | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$4,620.00          | \$4,500.00          | \$4,500.00          | \$0.00                         | \$4,500.00         |
|                         |                               | <b>\$0.00</b>       | <b>\$0.00</b>       | <b>\$0.00</b>       | <b>\$40,692.98</b>  | <b>\$7,895.49</b>   | <b>\$9,520.00</b>   | <b>\$11,850.00</b>  | <b>\$11,850.00</b>  |                                | <b>\$15,000.00</b> |
| <b>Fourth of July</b>   |                               |                     |                     |                     |                     |                     |                     |                     |                     |                                |                    |
| 288-31-70-00-00         | Interest Earned               | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              |                                | \$0.00             |
| 288-34-31-00-00         | Donations                     | \$0.00              | \$0.00              | \$38,264.86         | \$47,700.38         | \$20,770.00         | \$24,320.00         | \$3,000.00          | \$3,000.00          | \$3,449.00                     | \$30,300.00        |
| 288-39-98-00-00         | Operating Transfers In        | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$20,980.00         | \$40,000.00         | \$40,000.00         | \$40,000.00                    | \$20,000.00        |
|                         |                               | <b>\$0.00</b>       | <b>\$0.00</b>       | <b>\$38,264.86</b>  | <b>\$47,700.38</b>  | <b>\$20,770.00</b>  | <b>\$45,300.00</b>  | <b>\$43,000.00</b>  | <b>\$43,000.00</b>  |                                | <b>\$50,300.00</b> |
| <b>Recreation</b>       |                               |                     |                     |                     |                     |                     |                     |                     |                     |                                |                    |
| 289-34-30-00-00         | Recreation Registration       | \$124,801.90        | \$111,687.65        | \$108,730.75        | \$128,714.29        | \$154,788.00        | \$110,000.00        | \$125,000.00        | \$125,000.00        | \$55,911.00                    |                    |
| 289-34-31-00-00         | Donations                     | \$2,979.00          | \$4,850.00          | \$8,742.50          | \$3,486.10          | \$4,163.76          | \$3,600.00          | \$3,500.00          | \$3,500.00          | \$298.00                       |                    |
| 289-34-60-00-00         | Contributions From Non-Govt   | \$0.00              | \$0.00              | \$0.00              | \$18,000.00         | \$18,000.00         | \$19,356.00         | \$18,000.00         | \$18,000.00         |                                | \$18,000.00        |
| 289-34-61-00-00         | Contributions from Government | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              |                                | \$0.00             |
| 289-39-98-00-00         | Operating Transfers In        | \$0.00              | \$0.00              | \$109,253.00        | \$82,292.00         | \$125,791.00        | \$207,494.00        | \$181,300.00        | \$181,300.00        |                                |                    |
|                         |                               | <b>\$127,780.90</b> | <b>\$116,537.65</b> | <b>\$226,726.25</b> | <b>\$232,492.39</b> | <b>\$302,742.76</b> | <b>\$340,450.00</b> | <b>\$327,800.00</b> | <b>\$327,800.00</b> |                                | <b>\$18,000.00</b> |





Report to the Parks and Recreation Commission  
Commission Meeting of February 25, 2019

**Agenda Section: Scheduled Matters**

**Subject: Request to endorse increase in cost of Crane Park Lighting Project**

**CEQA Class I Categorical Exemption under Section 15301 of CEQA Determination:**

**Prepared By:** Andre Pichly, Parks & Recreation Director

**Reviewed By:** Andre Pichly, Parks & Recreation Director

**Approved By:** Andre Pichly, Parks & Recreation Director

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**BACKGROUND**

At the November 26, 2018, Parks and Recreation Commission meeting, the Commission was briefed on a Capital Improvement Project (CIP) that included the upgrading of the tennis court lighting to a more efficient LED system prior to resurfacing the courts. It was also recommended that other areas in Crane Park with older lighting systems, such as the Bocce Courts, Skate Park, and sand volleyball court, be upgraded to LED systems as well. Lastly, staff encouraged the Commission to consider the benefit of adding path lighting to areas of Crane Park to enhance the safety and security of users that may be in the park after sunset but before the park closes at 10 pm.

On November 27, 2018, the City Council approved the Crane Park lighting portion project for an amount not to exceed \$30,000, based on what the Parks & Recreation Director thought was the all available cost estimates provided by the vendor. The most recent cost estimates submitted by the vendor to the Public Works department reveal that the costs for the actual lighting equipment/fixtures, along with the cost estimates for installation, substantially increase the cost of the project by \$140,000 to \$170,000 (this increase includes the anticipated cost of 15% tariffs on imposed on metals and electronics from overseas). While the Director is still not sure how the costs estimates for the actual

lighting equipment/fixtures could have been missed or overlooked, he is inclined to give the vendor the benefit of the doubt and accept responsibility for this situation.

### **DISCUSSION**

CIP Project C19-03, Crane Park Light Improvements (NEW)

The Parks and Recreation Commission discussed and endorsed the use of Park Impact Fees for the upgrading of all Crane Park's existing lighting to LED systems as a new CIP Project C19-03. This would include the tennis courts, bocce courts, skate park, and sand volleyball court. These upgrades would use the existing lighting infrastructure. LED fixtures would replace the current metal halide fixtures and the existing control system would be replaced with a more advanced control system. LED lights last up to 130,000 hours, whereas metal halide bulbs have an operating life of around 15,000 hours. Further, LED lighting is expected to result in a cost savings of 30% in the City's energy bill.

Even with the increase in the cost of the lighting project, staff see this as an important opportunity to make significant improvements in a City park, and thus believe the project should move forward with the support of the Parks and Recreation Commission. This project could begin at any time, but the tennis court lighting should take place before the courts are resurfaced to avoid having any lifting equipment on a newly installed surface. Each lighting project is expected to only take a few days as the existing lighting infrastructure will be used.

The solar path lighting concept, which would involve the installation of 1 base and 1 pole/bollard per fixture, and which could take up to 1 -week per fixture, is still being researched by Public Works staff. The engineer assigned to this project is exploring lighting solutions and is working to determine the feasibility of this portion of the project. It is possible that path lighting, solar or direct power, may need to be phased in at a later date. The focus right now is on the lighting for the tennis courts, bocce courts, skate park and sand volleyball court.

### **FISCAL IMPACT**

The increase of \$140,000 would bring the total project cost to \$170,000. The current Park Impact Fee Fund balance is \$745,700 and the current Skate Park Lighting Fund balance is \$1,180.

### **RECOMMENDED ACTION**

Staff recommends that the Parks and Recreation Commission endorse increasing the funding for Year 2018-2019 adopted Capital Improvement Program Budget by \$140,000 from \$30,000 to \$170,000 for Project C1903, Crane Park Light Improvements.

Date: Feb 11, 2019

Quote: BAY19-163537-1

Quote

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CAL Lighting  
 4000 Executive Parkway, Suite 350  
 San Ramon CA 94583  
 Phone: 855.9CALLTG  
 Fax:

**From: Christine Schuster**  
**Quoter Ph: 925.242.5508x.**  
**email: christine.schuster@cal.lighting**

**Project** Crane Park  
**Location** St. Helena Ca  
**Quote** BAY19-163537-1

**To:** Andre Pichly  
 City of Saint Helena  
 1480 Main Street  
 Saint Helena CA 94574

**For**  
**Bid Date** Feb 8, 2019  
**Expires** Mar 25, 2019

| QTY                      | Type | MFG   | Part                                                   | Price       | UQ | ExtPrice            |
|--------------------------|------|-------|--------------------------------------------------------|-------------|----|---------------------|
| <b>TENNIS</b>            |      |       |                                                        |             |    |                     |
| 1                        | 3    | EPHES | PER EPHEUS TECHLINE PROPOSAL 10/9/18                   | \$93,175.00 |    | \$93,175.00         |
| 1                        | 3    | EPHES | AIRMESH WIRELESS CONTROL ADADER                        | \$9,000.00  |    | \$9,000.00          |
| <b>Total for: TENNIS</b> |      |       |                                                        |             |    | <b>\$102,175.00</b> |
| <b>BOCCE</b>             |      |       |                                                        |             |    |                     |
| 1                        | 4    | LUMAR | PDR87570-GLEON-AF-07-LED-E1-T2-BZ-7030-ZW-SWPD5        |             |    |                     |
| 1                        | 4    | AVPL  | AVPL-RSF-190-PT23*-EATON DBZ                           |             |    |                     |
| 2                        | 4    | MCGRA | PDR87570-GLEON-AF-07-LED-E1-T2-BZ-7030-ZW-SWPD5        |             |    |                     |
| 2                        | 4    | AVPL  | AVPL-RSF-2180-PT23*-EATON DBZ                          |             |    |                     |
| <b>Total for: BOCCE</b>  |      |       |                                                        |             |    | <b>\$4,689.00</b>   |
| <b>SKATE</b>             |      |       |                                                        |             |    |                     |
| 1                        | 5    | MCGRA | GLEON-AF-05-LED-E1-T3-BZ-ADJS-7030-PER7                |             |    |                     |
| 1                        | 5    | MCGRA | GLEON-AF-05-LED-E1-T4FT-BZ-ADJS-7030-PER7              |             |    |                     |
| 1                        | 5    | MCGRA | GLEON-AF-09-LED-E1-T4FT-BZ-ADJS-7030-PER7              |             |    |                     |
| 3                        | 5    | MCGRA | GLEON-AF-07-LED-E1-5WQ-BZ-ADJS-7030-PER7               |             |    |                     |
| 2                        | 5    | MCGRA | GLEON-AF-05-LED-E1-T3-BZ-ADJS-7030-PER7                |             |    |                     |
| 8                        | 5    | GREEP | WOLC-7P-10A                                            |             |    |                     |
| <b>Total for: SKATE</b>  |      |       |                                                        |             |    | <b>\$13,080.00</b>  |
| <b>VOLLEYBALL</b>        |      |       |                                                        |             |    |                     |
| 2                        | 6    | LUMAR | PDR87625-GLEON-AF-04-LED-E1-T4FT-BZ-ADJS-7030-ZW-SWPD5 | \$1,294.00  |    | \$2,588.00          |

Date: Feb 11, 2019

Quote: BAY19-163537-1

Quote

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CAL Lighting  
 4000 Executive Parkway, Suite 350  
 San Ramon CA 94583  
 Phone: 855.9CALLTG  
 Fax:

**From: Christine Schuster**  
**Quoter Ph: 925.242.5508x.**  
**email: christine.schuster@cal.lighting**

**Project** Crane Park  
**Location** St. Helena Ca  
**Quote** BAY19-163537-1

| QTY                                               | Type | MFG    | Part                                                   | Price      | UQ | ExtPrice    |
|---------------------------------------------------|------|--------|--------------------------------------------------------|------------|----|-------------|
| <b>Total for: VOLLEYBALL</b>                      |      |        |                                                        |            |    |             |
|                                                   |      |        |                                                        |            |    | \$2,588.00  |
| <b>PARKING LOT POST TOPS</b>                      |      |        |                                                        |            |    |             |
| 4                                                 | 7    | STREET | UTLD-AF24-50-D-U-5WQ-7030-J-A                          |            |    |             |
| 4                                                 | 7    | GREEP  | WOLC-7P-10A                                            |            |    |             |
| <b>Total for: PARKING LOT POST TOPS</b>           |      |        |                                                        |            |    |             |
|                                                   |      |        |                                                        |            |    | \$3,644.00  |
| <b>PLAYGROUND/PICNIC POST TOPS</b>                |      |        |                                                        |            |    |             |
| 8                                                 | 8    | STREET | UTLD-AF24-50-D-U-5WQ-7030-J-A                          |            |    |             |
| 8                                                 | 8    | GREEP  | WOLC-7P-10A                                            |            |    |             |
| <b>Total for: PLAYGROUND/PICNIC POST TOPS</b>     |      |        |                                                        |            |    |             |
|                                                   |      |        |                                                        |            |    | \$7,288.00  |
| <b>SOLAR BOLLARD</b>                              |      |        |                                                        |            |    |             |
| 30                                                | 9    | VALEN  | 3' SOLAR BOLLARD                                       | \$2,125.00 |    | \$63,750.00 |
| 30                                                | 9    | VALEN  | BLS-M10-1SP4-1LFP                                      | (included) |    | -           |
| 30                                                | 9    | VALEN  | MOTION SENSOR                                          | (included) |    | -           |
| <b>Total for: SOLAR BOLLARD</b>                   |      |        |                                                        |            |    |             |
|                                                   |      |        |                                                        |            |    | \$63,750.00 |
| <b>NORTH PARKING LOT - GRAYSON AVE</b>            |      |        |                                                        |            |    |             |
| 5                                                 | 10   | LUMAR  | PDR87625-GLEON-AF-04-LED-E1-T4FT-BZ-ADJS-7030-ZW-SWPD5 |            |    |             |
| 5                                                 | 10   | AVPL   | AVPL-SSS-204-11-20-AV-DBZ                              |            |    |             |
| 5                                                 | 10   | MCGRA  | PDR87625-GLEON-AF-04-LED-E1-T3T-BZ-ADJS-7030-ZW-SWPD5  |            |    |             |
| 5                                                 | 10   | AVPL   | AVPL-SSS-204-11-20-AV-DBZ                              |            |    |             |
| <b>Total for: NORTH PARKING LOT - GRAYSON AVE</b> |      |        |                                                        |            |    |             |
|                                                   |      |        |                                                        |            |    | \$18,210.00 |
| <b>CRANE PARKING LOT NORTH</b>                    |      |        |                                                        |            |    |             |

Date: Feb 11, 2019

Quote: BAY19-163537-1

Quote

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CAL Lighting  
 4000 Executive Parkway, Suite 350  
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**From: Christine Schuster**  
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**email: christine.schuster@cal.lighting**

**Project** Crane Park  
**Location** St. Helena Ca  
**Quote** BAY19-163537-1

| QTY                                                | Type | MFG   | Part                                                   | Price      | UQ | ExtPrice            |
|----------------------------------------------------|------|-------|--------------------------------------------------------|------------|----|---------------------|
| 2                                                  | 10   | MCGRA | PDR87625-GLEON-AF-04-LED-E1-T4FT-BZ-ADJS-7030-ZW-SWPD5 | \$1,821.00 |    | \$3,642.00          |
| 2                                                  | 10   | AVPL  | AVPL-SSS-204-11-20-AV-DBZ                              | (included) |    | -                   |
| <b>Total for: CRANE PARKING LOT NORTH</b>          |      |       |                                                        |            |    | <b>\$3,642.00</b>   |
| <b>CRANE PARKING LOT SOUTH</b>                     |      |       |                                                        |            |    |                     |
| 3                                                  | 10   | MCGRA | PDR87625-GLEON-AF-04-LED-E1-T4FT-BZ-ADJS-7030-ZW-SWPD5 |            |    |                     |
| 3                                                  | 10   | AVPL  | AVPL-SSS-204-11-20-AV-DBZ                              |            |    |                     |
| 5                                                  | 10   | MCGRA | PDR87625-GLEON-AF-04-LED-E1-T3T-BZ-ADJS-7030-ZW-SWPD5  |            |    |                     |
| 5                                                  | 10   | AVPL  | AVPL-SSS-204-11-20-AV-DBZ                              |            |    |                     |
| <b>Total for: CRANE PARKING LOT SOUTH</b>          |      |       |                                                        |            |    | <b>\$14,568.00</b>  |
| <b>CONTROL FOR BOCCE, SKATE AND VOLLEYBALL</b>     |      |       |                                                        |            |    |                     |
| 3                                                  |      | GREEP | WAC-POE<br>WIRELESS AREA CONTROLLER, POE POWERED       |            |    |                     |
| 3                                                  |      | GREEP | WPOE-120<br>POE TO 120V CONVERTER                      |            |    |                     |
| 3                                                  |      | GREEP | ELS-IMPRO1<br>IM PRO W/BASE INTERFACES LIC (1K NODES)  |            |    |                     |
| 3                                                  |      | GREEP | WB2L-W<br>WIRELESS, 2BTN LG WALLSTATION, BATT, W       |            |    |                     |
| 3                                                  |      | CALA  | COMM-01 STARTUP WSL                                    |            |    |                     |
| <b>Total for: CONTROL FOR BOCCE, SKATE AND VOL</b> |      |       |                                                        |            |    | <b>\$18,792.00</b>  |
| <b>Total:</b>                                      |      |       |                                                        |            |    | <b>\$252,426.00</b> |

**Terms and conditions of sale:**

- Variations to this quote may result in changes to the quoted price.
- Unless specifically noted, fixtures include standard factory finishes.
- Acceptance of order is contingent upon manufacturer credit approval.
- Quote is based on one release per manufacturer. Exceptions by written agreement only.
- This quote is based upon CAL Lighting's interpretation of contractor and/or distributor furnished pre-bid documents.
- Unless specifically noted, special mounting hardware, fixture options or accessories are not included.
- Manufacturer's standard warranties apply. No extended warranties are offered or implied.

**Mfg Terms:**

AVPL AV Poles and Lighting

Freight  
 Allowance

Minimum  
 Order

Christine Schuster

Page 3/4

Date: Feb 11, 2019

Quote: BAY19-163537-1

Quote

Page 4/4



**Project** Crane Park  
**Location** St. Helena Ca  
**Quote** BAY19-163537-1

CAL Lighting  
4000 Executive Parkway, Suite 350  
San Ramon CA 94583  
Phone: 855.9CALLTG  
Fax:

**From: Christine Schuster**  
**Quoter Ph: 925.242.5508x.**  
**email: christine.schuster@cal.lighting**

**Mfg Terms:**

CALA CAL Lighting  
ECONT Eaton Controls  
EATON Eaton Lighting  
VALEN Valen Energy  
EPHES Ephesus

Freight  
Allowance

Minimum  
Order

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**PRESENTED TO:**  
**CAL Lighting-Project Sales**  
**C/O: Andrew Walter**

**REFERENCE:**  
**St. Helena Crane Park**  
**Tennis Court**

**February 26, 2018**

**Material:**

(10) 3/4" Plywood for Court Protection

**Scope of Work for this Project**

- Sebastian to provide the equipment necessary for installation of retrofit fixtures.
- Sebastian will install (32) AF-400-4-57 Retrofit Fixtures provided by CAL Lighting.
- Exclusions include any and all necessary hardware and lighting materials for retrofit fixtures. This is to be furnished by CAL Lighting.
- Price is good for (30) days from the date of the proposal
- Installation will be performed Monday through Friday from 8am to 5 pm. Normal business hours

**Material:       \$720.00**  
**Labor:           \$8,230.00**

**Total:           \$8,950.00**  
**Sales Tax:       \$   57.42**

**Grand Total:   \$9,007.42**

**CAL Lighting**

**Sebastian**

Signature

Signature

**Payment Terms:** A 50% deposit of \$4,503.71 is required prior to any material being ordered. The balance of \$4,503.71 is due at completion of the project.

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#### **Contract Terms**

1. Acceptance. Seller hereby accepts Buyer's order for the equipment described on the face hereof (the "Equipment"), but such acceptance is expressly conditional upon acceptance by Buyer of the terms set forth herein. Buyer expressly agrees to the following terms as a condition to acceptance of the Equipment.
2. Rejected Equipment. If the Equipment is not in accordance with the specifications and terms set forth in this sales Agreement, such Equipment may be rejected by Buyer, in Buyer's sole discretion, by written notice to Seller.
3. Right to Cancel. Buyer shall have the right to cancel all or part of the order set forth in this Agreement by written notice to Seller if the Equipment specified in this Agreement is not delivered and installed within the time specified.
4. Time of Essence. Seller and Buyer acknowledge that time is of the essence of this Agreement.
5. Identification of Equipment. Identification of the Equipment to this Agreement shall not occur under the provisions of California Uniform Commercial Code section 2501, [where the Buyer obtains an interest in the Equipment upon identification] but rather Buyer shall obtain an interest in the Equipment only upon completion of Installation and acceptance by Buyer.
6. Title. The parties explicitly agree that title to the Equipment pertaining to this Agreement shall pass on completion of Installation of the Equipment by Seller and acceptance thereof by Buyer.
7. Risk of Loss. Unless otherwise agreed by Seller in writing, risk of loss in any Equipment, regardless of the cause, shall belong to Seller up until Installation by Seller and acceptance by Buyer. Thereafter, the risk shall pass to Buyer.
8. Disclaimer of Warranties. **OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.**

No agent, employee, or other representative of Seller shall have authority to bind Seller to any representation, promise, affirmation, or warranty regarding the goods purchased under this Agreement. There are no representations between the parties to this Agreement other than those expressly set forth in this Agreement.

9. Compliance. Seller shall put forth reasonable professional efforts to comply with applicable laws, codes, regulations, standards, ordinances, and rulings (collectively the "Laws") in effect as of the date of this Agreement. Seller warrants that the Equipment complies with

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10. All such Laws at the time of Installation. Furthermore, all permits, licenses, approvals, inspection fees, and sales or use taxes necessary for sale and Installation of the Equipment specified in this Agreement shall be secured by Seller and paid for by Seller. In any event, Buyer waives any claim against Seller and agrees to defend, indemnify and hold Seller harmless from any claim or liability for injury or loss allegedly arising from Seller's failure to abide by Laws that were not in effect or publicly announced at the time when Seller otherwise would have incorporated their intent into the services. Buyer further agrees to compensate Seller for any time spent or expenses incurred by Seller in defense of any such claim. .
11. Modification. This Agreement may be terminated, supplemented, amended, waived, or modified only by a writing signed by the party against which the enforcement of the termination, supplement, amendment, waiver or modification shall be sought. Any written amendment duly executed by the parties to this Agreement shall be binding notwithstanding the absence of any consideration therefore.
12. Waiver. Except as may be expressly provided in a writing signed by the parties to this Agreement, the failure or delay of either party to this Agreement to insist in any instance on strict performance of any provision of this Agreement shall not be construed as a waiver of that provision or the relinquishment of any rights under that provision in the future, but the provision shall continue and remain in full force and effect.
13. Assignment or Delegation. Neither party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party to this Agreement, which consent may be withheld in that party's sole and absolute discretion. Despite such consent, no assignment will release the assignor from any of its obligations or alter any of its primary obligations to be performed under this Agreement.
14. Competency. Buyer represents and warrants that Buyer is financially solvent, able to pay its debts as they become due and possesses sufficient working capital to comply with all requirements of this sales Agreement, that it is sufficiently experienced and competent to perform this Agreement in accordance with its terms and is, if required by applicable Law, authorized to do business in the State of California.
15. Events of Default by Buyer. The following will be an event of default ("Event of Default") under this Agreement:

Buyer defaults in any payment due to Seller or Seller determines that Buyer is likely to default in any payment, including, without limitation: (i) where Buyer is unable, or states that it is unable, to pay its debts as and when they fall due; (ii) where a liquidator, receiver, manager, controller, trustee, or other insolvency administrator is appointed in respect of Buyer or any (or all) of its assets, or a scheme of arrangement is proposed or approved in

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respect of Buyer; (iii) where a mortgagee enters into possession of any of Buyer's assets; (iv) Buyer makes an assignment for the benefit of creditors; (v) Buyer files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent; (vi) an involuntary case is commenced seeking the liquidation or reorganization of Buyer under the United States Bankruptcy Code or any similar proceeding shall be commenced against Buyer under any other applicable federal, state, or foreign law and the petition commencing the involuntary case is not dismissed within sixty (60) days of its filing; or (vii) any similar situation occurs.

16. Seller's Remedies Upon the occurrence of an Event of Default, all monies owing and outstanding by Buyer to Seller on any account whatsoever will become immediately due and payable (without any requirement for notice from Seller to Buyer). Furthermore, without limiting the terms of this Agreement, or Seller's other rights, Seller may, at its sole option and in its sole discretion:

15.1 Terminate this Agreement;

15.2 Defer or decline to make any or all deliveries or Installation of the Equipment, or any portion thereof, under this Agreement, until Seller receives security satisfactory to Seller, or cash payment in advance of delivery or Installation, or both;

15.3 Cancel the relevant Equipment order and/or Installation and any subsequent Equipment order or installation with notice to Buyer but without prejudice to any other action or remedy which Seller has or might otherwise have had; and

15.4 Reclaim and resell the Equipment in Buyer's possession or under Buyer's control, and enter any premises where Seller believes that Equipment is held, and recover from Buyer all costs associated with such activities.

17. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by neutral, binding arbitration. The number of arbitrators shall be three. The place of arbitration shall be Fresno, California. The parties shall have the right to discovery in accordance with Code of Civil Procedure section 1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator may be entered by any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by California Law.

18. Choice of Forum. Any dispute arising from this Agreement, not resolved by arbitration, shall be adjudicated in the courts of Fresno County, California, if instituted in State Court, or the Eastern District of California, if instituted in Federal Court of the United States.

19. Governing Law. This Agreement, the rights of the parties hereunder to and concerning the Equipment, and any documents, instruments or agreements mentioned or referred to

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20. Herein shall be governed by and construed according to the laws of the State of California, specifically including the provisions of the California Uniform Commercial Code.
21. Limitation on Actions. Any action brought under this Agreement shall be brought within one (1) year from the completion of the Installation of the Equipment, or the cessation of the work of Installation of the Equipment by Seller.
22. Limitation of Liability.

20.1. The liability of Seller to Buyer (or to any other third party claiming through Buyer via indemnity or otherwise) arising from the Equipment or Seller's breach of this Agreement, however caused and whether the claim arises in contract, tort, breach of warranty, strict liability or other theory of liability, will, to the maximum extent permitted by law, be limited to direct damages actually incurred and will not exceed the consideration paid by Buyer to Seller for the Equipment giving rise to the liability. In no event will Seller have any liability for claims to the extent attributable to the acts or omissions of Buyer or any third party claiming through Buyer via indemnity or otherwise.

20.2. In no event will Seller be liable to Buyer (or any third party claiming through Buyer via indemnity or otherwise) for any indirect, incidental, special or consequential damages, even if Seller is or was advised of the possibility of such damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, power and loss or damage to property or Equipment.

20.3 The limitations of liability set forth in this Section are of the essence of this Agreement and are the basis on which consideration for the Equipment was determined.

23. Attorney Fees. If any action at law or in equity is commenced by either party to enforce or interpret the terms of this Agreement, the party finally prevailing in such proceeding or action (after appeal, if any) shall be entitled to recover from the unsuccessful party reasonable attorney's and other professional's fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.
24. Force Majeure. Seller shall not be liable to Buyer or any other person for any failure or delay in the performance of any obligation under this Agreement due to events beyond its reasonable control, including, but not limited to, fire, storm, flood, drought, earthquake, explosion, accident, acts of the public enemy, war, terrorism, sabotage, strikes, lockouts, labor disputes, labor shortage, work stoppages, transportation embargoes or delays, failure or shortage of materials, supplies or machinery, acts of God, or acts, resolutions or priorities of the federal, state or local governments or branches or agencies thereof. In the event of interruption of Seller's business due to events beyond Seller's control, Seller shall have the

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25. Option of canceling or deferring undelivered or uninstalled orders of Equipment in whole or in part by verbal or written notification to Buyer.
26. Severability. If a court or an arbitrator or competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
27. Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any order submitted on Buyer's own form containing statements, clauses, or conditions modifying, adding to, repugnant to, or inconsistent with the terms in this Agreement will be accepted by Seller only on the condition and with the express understanding that the obligations of Seller shall be determined solely by the terms and conditions of sale and Installation contained in this Agreement. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of those provisions or as a waiver of the provisions of this Agreement. None of Buyer's or Seller's representatives have authority to orally modify, rescind, or revise any of the terms of this Agreement, and the terms of this Agreement constitute the entire agreement of the parties with respect to the subject matter of this Agreement. Any waiver of the terms of this Agreement to be effective must be in writing and signed by a principle of the corporation on behalf of Buyer and authorized personnel on behalf of Seller.

Buyer has thoroughly examined and become familiar with the terms of this Agreement. Buyer's acceptance of this Agreement or Buyer's acceptance of all or any part of the Equipment, and the Installation thereof, specified in this Agreement shall constitute agreement by Buyer to all of this Agreement's specifications, terms and conditions.

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**PRESENTED TO:**  
**CAL Lighting-Project Sales**  
**C/O: Andrew Walter**

**REFERENCE:**  
**St. Helena Crane Park**  
**Bocci Ball Court**

**February 26, 2018**

**Material:**

(10) 3/4" Plywood for Court Protection

**Scope of Work for this Project**

- Sebastian to provide the equipment necessary for installation of retrofit fixtures.
- Sebastian will install (1) GLEON-AF 07-LED-E1-T2, (4) GLEON-AF-07-LED-E1-T2-1 Retrofit Fixtures provided by CAL Lighting.
- Exclusions include any and all necessary hardware and lighting materials for retrofit fixtures. This is to be furnished by CAL Lighting.
- Price is good for (30) days from the date of the proposal
- Installation will be performed Monday through Friday from 8am to 5 pm. Normal business hours

**Material:       \$720.00**  
**Labor:           \$3,194.00**

**Total:           \$3,914.00**  
**Sales Tax:       \$   57.42**

**Grand Total: \$3,971.42**

**CAL Lighting**

**Sebastian**

Signature

Signature

**Payment Terms:** A 50% deposit of \$1,985.71 is required prior to any material being ordered. The balance of \$1,985.71 is due at completion of the project.

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#### **Contract Terms**

1. Acceptance. Seller hereby accepts Buyer's order for the equipment described on the face hereof (the "Equipment"), but such acceptance is expressly conditional upon acceptance by Buyer of the terms set forth herein. Buyer expressly agrees to the following terms as a condition to acceptance of the Equipment.
2. Rejected Equipment. If the Equipment is not in accordance with the specifications and terms set forth in this sales Agreement, such Equipment may be rejected by Buyer, in Buyer's sole discretion, by written notice to Seller.
3. Right to Cancel. Buyer shall have the right to cancel all or part of the order set forth in this Agreement by written notice to Seller if the Equipment specified in this Agreement is not delivered and installed within the time specified.
4. Time of Essence. Seller and Buyer acknowledge that time is of the essence of this Agreement.
5. Identification of Equipment. Identification of the Equipment to this Agreement shall not occur under the provisions of California Uniform Commercial Code section 2501, [where the Buyer obtains an interest in the Equipment upon identification] but rather Buyer shall obtain an interest in the Equipment only upon completion of Installation and acceptance by Buyer.
6. Title. The parties explicitly agree that title to the Equipment pertaining to this Agreement shall pass on completion of Installation of the Equipment by Seller and acceptance thereof by Buyer.
7. Risk of Loss. Unless otherwise agreed by Seller in writing, risk of loss in any Equipment, regardless of the cause, shall belong to Seller up until Installation by Seller and acceptance by Buyer. Thereafter, the risk shall pass to Buyer.
8. Disclaimer of Warranties. **OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.**

No agent, employee, or other representative of Seller shall have authority to bind Seller to any representation, promise, affirmation, or warranty regarding the goods purchased under this Agreement. There are no representations between the parties to this Agreement other than those expressly set forth in this Agreement.

9. Compliance. Seller shall put forth reasonable professional efforts to comply with applicable laws, codes, regulations, standards, ordinances, and rulings (collectively the "Laws") in effect as of the date of this Agreement. Seller warrants that the Equipment complies with

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10. All such Laws at the time of Installation. Furthermore, all permits, licenses, approvals, inspection fees, and sales or use taxes necessary for sale and Installation of the Equipment specified in this Agreement shall be secured by Seller and paid for by Seller. In any event, Buyer waives any claim against Seller and agrees to defend, indemnify and hold Seller harmless from any claim or liability for injury or loss allegedly arising from Seller's failure to abide by Laws that were not in effect or publicly announced at the time when Seller otherwise would have incorporated their intent into the services. Buyer further agrees to compensate Seller for any time spent or expenses incurred by Seller in defense of any such claim. .
11. Modification. This Agreement may be terminated, supplemented, amended, waived, or modified only by a writing signed by the party against which the enforcement of the termination, supplement, amendment, waiver or modification shall be sought. Any written amendment duly executed by the parties to this Agreement shall be binding notwithstanding the absence of any consideration therefore.
12. Waiver. Except as may be expressly provided in a writing signed by the parties to this Agreement, the failure or delay of either party to this Agreement to insist in any instance on strict performance of any provision of this Agreement shall not be construed as a waiver of that provision or the relinquishment of any rights under that provision in the future, but the provision shall continue and remain in full force and effect.
13. Assignment or Delegation. Neither party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party to this Agreement, which consent may be withheld in that party's sole and absolute discretion. Despite such consent, no assignment will release the assignor from any of its obligations or alter any of its primary obligations to be performed under this Agreement.
14. Competency. Buyer represents and warrants that Buyer is financially solvent, able to pay its debts as they become due and possesses sufficient working capital to comply with all requirements of this sales Agreement, that it is sufficiently experienced and competent to perform this Agreement in accordance with its terms and is, if required by applicable Law, authorized to do business in the State of California.
15. Events of Default by Buyer. The following will be an event of default ("Event of Default") under this Agreement:

Buyer defaults in any payment due to Seller or Seller determines that Buyer is likely to default in any payment, including, without limitation: (i) where Buyer is unable, or states that it is unable, to pay its debts as and when they fall due; (ii) where a liquidator, receiver, manager, controller, trustee, or other insolvency administrator is appointed in respect of Buyer or any (or all) of its assets, or a scheme of arrangement is proposed or approved in

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respect of Buyer; (iii) where a mortgagee enters into possession of any of Buyer's assets; (iv) Buyer makes an assignment for the benefit of creditors; (v) Buyer files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent; (vi) an involuntary case is commenced seeking the liquidation or reorganization of Buyer under the United States Bankruptcy Code or any similar proceeding shall be commenced against Buyer under any other applicable federal, state, or foreign law and the petition commencing the involuntary case is not dismissed within sixty (60) days of its filing; or (vii) any similar situation occurs.

16. Seller's Remedies Upon the occurrence of an Event of Default, all monies owing and outstanding by Buyer to Seller on any account whatsoever will become immediately due and payable (without any requirement for notice from Seller to Buyer). Furthermore, without limiting the terms of this Agreement, or Seller's other rights, Seller may, at its sole option and in its sole discretion:

15.1 Terminate this Agreement;

15.2 Defer or decline to make any or all deliveries or Installation of the Equipment, or any portion thereof, under this Agreement, until Seller receives security satisfactory to Seller, or cash payment in advance of delivery or Installation, or both;

15.3 Cancel the relevant Equipment order and/or Installation and any subsequent Equipment order or installation with notice to Buyer but without prejudice to any other action or remedy which Seller has or might otherwise have had; and

15.4 Reclaim and resell the Equipment in Buyer's possession or under Buyer's control, and enter any premises where Seller believes that Equipment is held, and recover from Buyer all costs associated with such activities.

17. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by neutral, binding arbitration. The number of arbitrators shall be three. The place of arbitration shall be Fresno, California. The parties shall have the right to discovery in accordance with Code of Civil Procedure section 1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator may be entered by any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by California Law.
18. Choice of Forum. Any dispute arising from this Agreement, not resolved by arbitration, shall be adjudicated in the courts of Fresno County, California, if instituted in State Court, or the Eastern District of California, if instituted in Federal Court of the United States.
19. Governing Law. This Agreement, the rights of the parties hereunder to and concerning the Equipment, and any documents, instruments or agreements mentioned or referred to

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20. Herein shall be governed by and construed according to the laws of the State of California, specifically including the provisions of the California Uniform Commercial Code.
21. Limitation on Actions. Any action brought under this Agreement shall be brought within one (1) year from the completion of the Installation of the Equipment, or the cessation of the work of Installation of the Equipment by Seller.
22. Limitation of Liability.

20.1. The liability of Seller to Buyer (or to any other third party claiming through Buyer via indemnity or otherwise) arising from the Equipment or Seller's breach of this Agreement, however caused and whether the claim arises in contract, tort, breach of warranty, strict liability or other theory of liability, will, to the maximum extent permitted by law, be limited to direct damages actually incurred and will not exceed the consideration paid by Buyer to Seller for the Equipment giving rise to the liability. In no event will Seller have any liability for claims to the extent attributable to the acts or omissions of Buyer or any third party claiming through Buyer via indemnity or otherwise.

20.2. In no event will Seller be liable to Buyer (or any third party claiming through Buyer via indemnity or otherwise) for any indirect, incidental, special or consequential damages, even if Seller is or was advised of the possibility of such damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, power and loss or damage to property or Equipment.

20.3 The limitations of liability set forth in this Section are of the essence of this Agreement and are the basis on which consideration for the Equipment was determined.

23. Attorney Fees. If any action at law or in equity is commenced by either party to enforce or interpret the terms of this Agreement, the party finally prevailing in such proceeding or action (after appeal, if any) shall be entitled to recover from the unsuccessful party reasonable attorney's and other professional's fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.
24. Force Majeure. Seller shall not be liable to Buyer or any other person for any failure or delay in the performance of any obligation under this Agreement due to events beyond its reasonable control, including, but not limited to, fire, storm, flood, drought, earthquake, explosion, accident, acts of the public enemy, war, terrorism, sabotage, strikes, lockouts, labor disputes, labor shortage, work stoppages, transportation embargoes or delays, failure or shortage of materials, supplies or machinery, acts of God, or acts, resolutions or priorities of the federal, state or local governments or branches or agencies thereof. In the event of interruption of Seller's business due to events beyond Seller's control, Seller shall have the

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25. Option of canceling or deferring undelivered or uninstalled orders of Equipment in whole or in part by verbal or written notification to Buyer.
26. Severability. If a court or an arbitrator or competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
27. Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any order submitted on Buyer's own form containing statements, clauses, or conditions modifying, adding to, repugnant to, or inconsistent with the terms in this Agreement will be accepted by Seller only on the condition and with the express understanding that the obligations of Seller shall be determined solely by the terms and conditions of sale and Installation contained in this Agreement. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of those provisions or as a waiver of the provisions of this Agreement. None of Buyer's or Seller's representatives have authority to orally modify, rescind, or revise any of the terms of this Agreement, and the terms of this Agreement constitute the entire agreement of the parties with respect to the subject matter of this Agreement. Any waiver of the terms of this Agreement to be effective must be in writing and signed by a principle of the corporation on behalf of Buyer and authorized personnel on behalf of Seller.

Buyer has thoroughly examined and become familiar with the terms of this Agreement. Buyer's acceptance of this Agreement or Buyer's acceptance of all or any part of the Equipment, and the Installation thereof, specified in this Agreement shall constitute agreement by Buyer to all of this Agreement's specifications, terms and conditions.

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**PRESENTED TO:**  
**CAL Lighting-Project Sales**  
**C/O: Andrew Walter**

**REFERENCE:**  
**St. Helena Crane Park**  
**Skate Park**

**February 26, 2018**

**Material:**

(10) 3/4" Plywood for Court Protection

**Scope of Work for this Project**

- Sebastian to provide the equipment necessary for installation of retrofit fixtures.
- Sebastian will install (1) GLEON-AF 05-LED-E1-T3, (1) GLEON-AF-07-LED-E1-T4FT, (1) GLEON-AF-09-LED-E1-T4FT, (3) GLEON-AF-09-07-LED-E1-5WQ, (2) GLEON-AF-05-LED-E1-T3-1 Retrofit Fixtures provided by CAL Lighting.
- Exclusions include any and all necessary hardware and lighting materials for retrofit fixtures. This is to be furnished by CAL Lighting.
- Price is good for (30) days from the date of the proposal
- Installation will be performed Monday through Friday from 8am to 5 pm. Normal business hours

**Material: \$720.00**  
**Labor: \$5,235.00**

**Total: \$5,955.00**  
**Sales Tax: \$ 57.42**

**Grand Total: \$6,012.42**

**CAL Lighting**

**Sebastian**

Signature

Signature

**Payment Terms:** A 50% deposit of \$3,006.21 is required prior to any material being ordered. The balance of \$3,006.21 is due at completion of the project.

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#### **Contract Terms**

1. **Acceptance.** Seller hereby accepts Buyer's order for the equipment described on the face hereof (the "Equipment"), but such acceptance is expressly conditional upon acceptance by Buyer of the terms set forth herein. Buyer expressly agrees to the following terms as a condition to acceptance of the Equipment.
2. **Rejected Equipment.** If the Equipment is not in accordance with the specifications and terms set forth in this sales Agreement, such Equipment may be rejected by Buyer, in Buyer's sole discretion, by written notice to Seller.
3. **Right to Cancel.** Buyer shall have the right to cancel all or part of the order set forth in this Agreement by written notice to Seller if the Equipment specified in this Agreement is not delivered and installed within the time specified.
4. **Time of Essence.** Seller and Buyer acknowledge that time is of the essence of this Agreement.
5. **Identification of Equipment.** Identification of the Equipment to this Agreement shall not occur under the provisions of California Uniform Commercial Code section 2501, [where the Buyer obtains an interest in the Equipment upon identification] but rather Buyer shall obtain an interest in the Equipment only upon completion of Installation and acceptance by Buyer.
6. **Title.** The parties explicitly agree that title to the Equipment pertaining to this Agreement shall pass on completion of Installation of the Equipment by Seller and acceptance thereof by Buyer.
7. **Risk of Loss.** Unless otherwise agreed by Seller in writing, risk of loss in any Equipment, regardless of the cause, shall belong to Seller up until Installation by Seller and acceptance by Buyer. Thereafter, the risk shall pass to Buyer.
8. **Disclaimer of Warranties.** **OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.**

No agent, employee, or other representative of Seller shall have authority to bind Seller to any representation, promise, affirmation, or warranty regarding the goods purchased under this Agreement. There are no representations between the parties to this Agreement other than those expressly set forth in this Agreement.

9. **Compliance.** Seller shall put forth reasonable professional efforts to comply with applicable laws, codes, regulations, standards, ordinances, and rulings (collectively the "Laws") in effect as of the date of this Agreement. Seller warrants that the Equipment complies with

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10. All such Laws at the time of Installation. Furthermore, all permits, licenses, approvals, inspection fees, and sales or use taxes necessary for sale and Installation of the Equipment specified in this Agreement shall be secured by Seller and paid for by Seller. In any event, Buyer waives any claim against Seller and agrees to defend, indemnify and hold Seller harmless from any claim or liability for injury or loss allegedly arising from Seller's failure to abide by Laws that were not in effect or publicly announced at the time when Seller otherwise would have incorporated their intent into the services. Buyer further agrees to compensate Seller for any time spent or expenses incurred by Seller in defense of any such claim. .
11. Modification. This Agreement may be terminated, supplemented, amended, waived, or modified only by a writing signed by the party against which the enforcement of the termination, supplement, amendment, waiver or modification shall be sought. Any written amendment duly executed by the parties to this Agreement shall be binding notwithstanding the absence of any consideration therefore.
12. Waiver. Except as may be expressly provided in a writing signed by the parties to this Agreement, the failure or delay of either party to this Agreement to insist in any instance on strict performance of any provision of this Agreement shall not be construed as a waiver of that provision or the relinquishment of any rights under that provision in the future, but the provision shall continue and remain in full force and effect.
13. Assignment or Delegation. Neither party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party to this Agreement, which consent may be withheld in that party's sole and absolute discretion. Despite such consent, no assignment will release the assignor from any of its obligations or alter any of its primary obligations to be performed under this Agreement.
14. Competency. Buyer represents and warrants that Buyer is financially solvent, able to pay its debts as they become due and possesses sufficient working capital to comply with all requirements of this sales Agreement, that it is sufficiently experienced and competent to perform this Agreement in accordance with its terms and is, if required by applicable Law, authorized to do business in the State of California.
15. Events of Default by Buyer. The following will be an event of default ("Event of Default") under this Agreement:

Buyer defaults in any payment due to Seller or Seller determines that Buyer is likely to default in any payment, including, without limitation: (i) where Buyer is unable, or states that it is unable, to pay its debts as and when they fall due; (ii) where a liquidator, receiver, manager, controller, trustee, or other insolvency administrator is appointed in respect of Buyer or any (or all) of its assets, or a scheme of arrangement is proposed or approved in

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respect of Buyer; (iii) where a mortgagee enters into possession of any of Buyer's assets; (iv) Buyer makes an assignment for the benefit of creditors; (v) Buyer files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent; (vi) an involuntary case is commenced seeking the liquidation or reorganization of Buyer under the United States Bankruptcy Code or any similar proceeding shall be commenced against Buyer under any other applicable federal, state, or foreign law and the petition commencing the involuntary case is not dismissed within sixty (60) days of its filing; or (vii) any similar situation occurs.

16. Seller's Remedies Upon the occurrence of an Event of Default, all monies owing and outstanding by Buyer to Seller on any account whatsoever will become immediately due and payable (without any requirement for notice from Seller to Buyer). Furthermore, without limiting the terms of this Agreement, or Seller's other rights, Seller may, at its sole option and in its sole discretion:

15.1 Terminate this Agreement;

15.2 Defer or decline to make any or all deliveries or Installation of the Equipment, or any portion thereof, under this Agreement, until Seller receives security satisfactory to Seller, or cash payment in advance of delivery or Installation, or both;

15.3 Cancel the relevant Equipment order and/or Installation and any subsequent Equipment order or installation with notice to Buyer but without prejudice to any other action or remedy which Seller has or might otherwise have had; and

15.4 Reclaim and resell the Equipment in Buyer's possession or under Buyer's control, and enter any premises where Seller believes that Equipment is held, and recover from Buyer all costs associated with such activities.

17. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by neutral, binding arbitration. The number of arbitrators shall be three. The place of arbitration shall be Fresno, California. The parties shall have the right to discovery in accordance with Code of Civil Procedure section 1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator may be entered by any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by California Law.

18. Choice of Forum. Any dispute arising from this Agreement, not resolved by arbitration, shall be adjudicated in the courts of Fresno County, California, if instituted in State Court, or the Eastern District of California, if instituted in Federal Court of the United States.

19. Governing Law. This Agreement, the rights of the parties hereunder to and concerning the Equipment, and any documents, instruments or agreements mentioned or referred to

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20. Herein shall be governed by and construed according to the laws of the State of California, specifically including the provisions of the California Uniform Commercial Code.
21. Limitation on Actions. Any action brought under this Agreement shall be brought within one (1) year from the completion of the Installation of the Equipment, or the cessation of the work of Installation of the Equipment by Seller.
22. Limitation of Liability.

20.1. The liability of Seller to Buyer (or to any other third party claiming through Buyer via indemnity or otherwise) arising from the Equipment or Seller's breach of this Agreement, however caused and whether the claim arises in contract, tort, breach of warranty, strict liability or other theory of liability, will, to the maximum extent permitted by law, be limited to direct damages actually incurred and will not exceed the consideration paid by Buyer to Seller for the Equipment giving rise to the liability. In no event will Seller have any liability for claims to the extent attributable to the acts or omissions of Buyer or any third party claiming through Buyer via indemnity or otherwise.

20.2. In no event will Seller be liable to Buyer (or any third party claiming through Buyer via indemnity or otherwise) for any indirect, incidental, special or consequential damages, even if Seller is or was advised of the possibility of such damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, power and loss or damage to property or Equipment.

20.3 The limitations of liability set forth in this Section are of the essence of this Agreement and are the basis on which consideration for the Equipment was determined.

23. Attorney Fees. If any action at law or in equity is commenced by either party to enforce or interpret the terms of this Agreement, the party finally prevailing in such proceeding or action (after appeal, if any) shall be entitled to recover from the unsuccessful party reasonable attorney's and other professional's fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.
24. Force Majeure. Seller shall not be liable to Buyer or any other person for any failure or delay in the performance of any obligation under this Agreement due to events beyond its reasonable control, including, but not limited to, fire, storm, flood, drought, earthquake, explosion, accident, acts of the public enemy, war, terrorism, sabotage, strikes, lockouts, labor disputes, labor shortage, work stoppages, transportation embargoes or delays, failure or shortage of materials, supplies or machinery, acts of God, or acts, resolutions or priorities of the federal, state or local governments or branches or agencies thereof. In the event of interruption of Seller's business due to events beyond Seller's control, Seller shall have the

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25. Option of canceling or deferring undelivered or uninstalled orders of Equipment in whole or in part by verbal or written notification to Buyer.
26. Severability. If a court or an arbitrator or competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
27. Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any order submitted on Buyer's own form containing statements, clauses, or conditions modifying, adding to, repugnant to, or inconsistent with the terms in this Agreement will be accepted by Seller only on the condition and with the express understanding that the obligations of Seller shall be determined solely by the terms and conditions of sale and Installation contained in this Agreement. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of those provisions or as a waiver of the provisions of this Agreement. None of Buyer's or Seller's representatives have authority to orally modify, rescind, or revise any of the terms of this Agreement, and the terms of this Agreement constitute the entire agreement of the parties with respect to the subject matter of this Agreement. Any waiver of the terms of this Agreement to be effective must be in writing and signed by a principle of the corporation on behalf of Buyer and authorized personnel on behalf of Seller.

Buyer has thoroughly examined and become familiar with the terms of this Agreement. Buyer's acceptance of this Agreement or Buyer's acceptance of all or any part of the Equipment, and the Installation thereof, specified in this Agreement shall constitute agreement by Buyer to all of this Agreement's specifications, terms and conditions.

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**Report to the Parks and Recreation  
Commission**  
Commission Meeting of February 25, 2019

**Agenda Section:**

**Subject: Prioritize and Finalize 2019 Parks and Recreation  
Commission work plan**

**CEQA  
Determination:**

**Prepared By:** Andre Pichly, Parks & Recreation Director

**Reviewed By:** Andre Pichly, Parks & Recreation Director

**Approved By:** Andre Pichly, Parks & Recreation Director

**BACKGROUND**

Each year City Commissions are asked to develop and execute a work plan. This work plan should focus on those issues of greatest concern that are within that Commission purview, while adopting the priorities set forth by the City Council. Parks and Recreation Commission work plan items can include those issues related to park development, improvement, and maintenance; recreation programming; and policies and best practices that further the mission of the City and Parks & Recreation department. On January 28, 2019, the Parks and Recreation Commission discussed the capital projects they would like to see on their work plan and agreed that they would prioritize and finalize that list at the February 25th meeting. If approved tonight, the work plan will communicate to the City Council the focus of the Commission and will help guide the Council's decision making in 2019.

**DISCUSSION**

The City Manager has requested that the Parks and Recreation Commission develop a work plan for 2019. The work plan may cover the following items:

Suggested CIP Prioritization projects:

- Wappo – shade and other amenities in the dog park area.
- Crane – skate park makeover (in advance of the 10-year anniversary), new play area fencing, Little League upgrades of infrastructure for sewer (for new snack bar and restrooms) and storm drain.

- Jacob Meily – renovate turf area: irrigation, drainage and new turf
- Baldwin – repair fences and improve path.

Not endorsed: Lyman Park (because of possible construction of new City Hall), and Lower York Reservoir (maintenance concerns).

If approved, this work plan will go to the City Council for review and approval. As the Parks and Recreation Commission serves at the pleasure of the City Council, staff encourages the Commission to be mindful of those priorities set forth by the Council that are directly related to Parks & Recreation and to adopt those Council priorities into the Commission work plan - even adjusting its work plan if necessary - to help Council achieve their goals. In addition, the City Manager may ask the Commission to refine, refocus or modify its work plan so it is a better fit with organizational objectives and/or Council priorities.

**FISCAL IMPACT**

There is no fiscal impact in the development of a work plan. The fiscal impact of any particular item on an approved work plan will be identified as that item becomes actionable.

**RECOMMENDED ACTION**

Staff recommends that the Parks and Recreation Commission prioritize and finalize a 2019 Parks and Recreation Commission work plan.



## 2019 Pickleball Fact Sheet

Pickleball is a court sport played on a badminton-sized court with the net set to a height of 34 inches at the center. It is played with a perforated plastic ball like a wiffle ball and composite or wooden paddles about twice the size of ping-pong paddles. It can be played indoors or outdoors and is easy for beginners to learn, but can develop into a fast-paced, competitive game for experienced players. In addition, the game has developed a passionate following due to its friendly, social nature, and its multi-generational appeal.

Pickleball can be played as singles or doubles. New players can learn the basic rules quickly in a single session. No special apparel is needed – just something comfortable and appropriate for a court sport. Equipment is inexpensive and easily portable. The game can be played by all ages and is particularly popular in school P.E. programs and in adult living communities.

The sport is governed by the USA Pickleball Association ([USAPA.org](http://USAPA.org)), which maintains the rules, promotes the sport, sanctions tournaments, and provides player rankings. For more information, please visit: [www.usapa.org](http://www.usapa.org)

### History

2019 marks the 54<sup>th</sup> Anniversary of pickleball, as it was invented in 1965 on Bainbridge Island, a short ferry ride from Seattle, by three enterprising dads – Joel Pritchard, Bill Bell, and Barney McCallum. Their children were bored with their usual summertime activities. It evolved from the original handmade equipment and simple rules into a popular sport throughout North America and is now taking off in other parts of the world.

The origin of the game's name is very interesting, especially since no pickles are used. Accounts of how the name originated differ. According to Joel Pritchard's wife (Joan), she started calling the game pickleball because "the combination of different sports reminded me of the pickle boat in crew where oarsmen were chosen from the leftovers of other boats". However, according to Barney McCallum, the game was officially named after the Pritchards' dog Pickles who would chase the ball and run off with it. According to McCallum, "The Pritchards had a dog named Pickles, and you're having fun at a party, right? So anyways, what the hell, let's just call it pickleball."

Others claim both accounts may be true. In the early years, no official name was assigned to the game. However a year or two after the game was invented, the Pritchards purchased a cocker spaniel and named it Pickles. As the game progressed, an official name was needed and “pickleball” was it.

#### **The Court**

A pickleball court is 20’ x 44’ for both singles and doubles. The net is hung at 36” at the ends and hangs 34” in the middle. A non-volley zone extends 7’ back from the net on each side, commonly called “the kitchen.” In 2017, USAPA and the American Sports Builders Association (ASBA) co-produced and released an official pickleball courts construction and maintenance manual for the industry. Copies of this manual can be purchased at: <https://www.sportsbuilders.org/publications/>

#### **The Equipment**

Competitive paddles used in pickleball are constructed from a high-tech composite, ranging in cost from \$50-\$150 each. An official pickleball is made of plastic and is between .78 to .935 ounces and 2.874 to 2.972 inches in diameter. There are no color restrictions other than the ball must be a single, consistent color. The USAPA has tested and approved several outdoor and indoor balls for official tournament play. For more information on equipment approved for sanctioned play, see the following:

[Approved Balls](#)

[Approved Paddles](#)

#### **Places to Play**

Every US state and all Canadian provinces now have pickleball venues. Senior residence communities, YMCAs, local community recreation centers, schools and parks are just some of the places likely to have pickleball courts. The USAPA compiles the most up-to-date and comprehensive listing of places to play on a new dedicated website: [places2play.org](https://places2play.org). The known places to play total of 6,885 at the end of 2018 represents an increase of 1,016 or approximately 85 new locations per month.

#### **Tournaments**

The USAPA supports and sanctions tournaments throughout the United States. See [Upcoming Events List](#) for a current list of upcoming pickleball tournaments. In 2009, the USAPA held the first Nationals Pickleball Tournament in Buckeye, Arizona. Over 400 players participated in divisions for all ages. In 2018, the Margaritaville USA Pickleball National Championships were held at the world-renowned Indian Wells Tennis Garden, just outside of Palm Springs, CA. The event was the largest pickleball tournament to date, with more than 2,200 registered players competing for \$75,000 in prize money; the largest cash purse in the history of the sport. [Click here](#) for detailed information. The event also marked the first time, the sport was covered by

ESPN with 17 hours of live broadcasting on ESPN3 and a 1-hr. special presentation which aired on ESPNEWS.

#### **Estimated Pickleball Players Within the United States**

Sports & Fitness Industry Association (SFIA) 2017 Pickleball Participant Report, they reported pickleball currently has 3.1 million players in the US – an increase of 12% over the previous year. SFIA is the premier trade association for top brands, manufacturers, retailers and marketers in the American sporting goods and fitness industry 1906. In 2016, SFIA produced a detailed Pickleball Participation Report which provided the following details:

- 1.57 million were “Casual” participants who play 1-7 times a year
- 930 thousand were “Core” participants who play 8 or more times a year
- The rate of growth in participation from 2014 to 2015 was 1.8%, from 2.462 million to 2.506 million (Note: this growth rate is likely underestimated since 2014 was the first year for including pickleball in the SFIA report and the base number is open to question)
- Comparing Casual and Core participants:
  - Casual were 63% male and 37% female
  - Core were 73% male and 27% female
  - The age breakdown for Casual and Core are very different... with Core players being, on average, significantly older
    - ages 6-17: Casual 18.5%; Core 0.8%
    - ages 18-34: Casual 11.7%; Core 5.5%
    - ages 35-54: Casual 29.4%; Core 19.2%
    - ages 55-64: Casual 7.7%; Core 31.8%
    - age 65+: Casual 5.4%; Core 42.7%
    - 13% of Casual participants and 75% of Core participants are age 55 and older
    - The 2.5 million participants represent 0.9% of the US population
    - The regions with the largest number of Core participants were
      - Pacific (CA, OR, WA) = 263,000
      - East North Central (WI, MI, IL, OH, IN) = 200,000
      - South Atlantic (FL, GA, SC, NC, VA, WV, DC) = 174,000

*Any citation of this data should reference the SFIA report as its source.*

#### **The USA Pickleball Association [www.usapa.org](http://www.usapa.org)**

The USAPA was formed in 2005 to promote the sport. It maintains the official rules, sanctions tournaments, provides player rankings and produces the annual USA Pickleball National Championships Tournament. It is run by an Executive Director, staff and a volunteer board of directors supported by an all-volunteer ambassador corp. and thousands of dues-paying members.

#### **USAPA Ambassador Program**

USAPA currently has a network of over 1,800 volunteer ambassadors who have pledged to promote the sport of pickleball and the USAPA in their local area. They serve as local representatives for USAPA for all activities related to pickleball within the area they represent. Ambassadors support and abide by all official rules, assist with local clinics/tournaments and look for opportunities to add/grow the game in their community. The USAPA Ambassador Search feature can be found on the USAPA website. [Click here.](#)

#### **Community Grant Program**

A USAPA Community Grant will provide current USAPA members a maximum of \$250 reimbursement for the purchase of qualified pickleball equipment dedicated to a specific location. Special considerations will be given to locations with written “new player” training programs, areas with few pickleball locations in the vicinity, and individuals and groups that USAPA deems most in need of financial assistance. For more information please [Click here.](#)

#### **High School Grant Program**

The High School Grant Program will award a maximum of \$350 in reimbursement to USAPA members for the purchase of start-up pickleball equipment for regular high school physical education classes and after school programs. The grants funding will be equally targeted to every defined USAPA region and when feasible awarded to different communities within the region. Considerations will be given to schools and districts where pickleball is being introduced into the high school physical education curriculum and schools that USAPA deems most in need of financial assistance. For more information please click on the following link: [Click here.](#)

#### **USAPA Social Media**

Visit [Facebook.com/USA Pickleball Association](https://www.facebook.com/USA Pickleball Association).

Visit (Instagram link)

#### **2018 USAPA Facts and Highlights**

- **Places to Play:** USAPA Places to Play Database: **6,885**
- **Membership:** **30,803** (increase of 8,649 or 720 per month). Since 2013, USAPA membership has increased 650%
- **Total Courts:** **20,933**
- **Ambassadors:** **1,812**
- **Grants:** USAPA awarded 131 Community Grants and 22 High School Grants, with a total allocation of \$40,000. Pickleball Central

joined USAPA and donated 880 wooden paddles to various programs.

- **2018 National Championships:** The Margaritaville USA Pickleball National Championships set a new player registration record with over 2,200 registered players and a highest cash purse of \$75,000.
- **Fundraising:** USAPA efforts raised over \$40,000 in support of the St. Jude Children's Research Hospital – the official national charity of USAPA.
- **Certified Referees:** USAPA added another 57 certified referees bringing the new yet growing list to 161 certified referees.
- **Referee Evaluators:** USAPA trained and approved 2 new certified Referee Evaluators bringing the total to 10.
- **Medal Matches:** All medal matches in the 2018 Margaritaville USA Pickleball National Championships were called by USAPA certified referees.
- **USAPA UTPR Ratings:** USAPA partnered with Pickleballtournaments.com to produce and launch the sports first results-based tournament player ratings (UTPRs). See <https://www.usapa.org/usapa-tournament-player-ratings/>
- **Professional Pickleball Registry:** USAPA partnered with the newly formed Professional Pickleball Registry (PPR), a subsidiary of the Professional Tennis Registry (PTR). During their first six months in operation, PPR has certified over 1,000 new pickleball instructors. See <https://www.usapa.org/usapa-ppr-agreement/>
- **Desert Champions, LLC:** USAPA entered into a multi-year agreement with Desert Champions, LLC to host the National Championships at the Indian Wells Tennis Garden in Indian Wells, CA. See <https://usapickleballnationalchampionships.com/>
- **Hall of Fame:** 2018 Inductees were Fran Myer, Earl Hill and Bob Lanius.
- **Facebook Live Streaming:** USAPA Facebook team carried several live matches on Facebook and had a total reach of over 1.5 Million viewers.
- **Newsletter:** USAPA produced 6 newsletters in 2018. Archive copies of the newsletter are available at <https://www.usapa.org/usapa-newsletter/>
- **Pickleball Magazine:** USAPA's publishing partner, Dollard Publishing produced another 6 Pickleball Magazines during 2018 see <https://usapa.org/pickleball-magazine/>
- **Referee Training Page:** To help educate and inform referees and the general public on referee matters, the USAPA launched a comprehensive webpage. See <https://www.usapa.org/referee-training-tools/>

- **Referee Handbook:** The USAPA Referee Handbook was updated in 2018 by the Certified Referee Handbook Committee.
- **Referee QuickStart Video:** The USAPA produced and released a comprehensive training video designed to educate the public on the basics of refereeing pickleball matches. See [https://www.youtube.com/watch?time\\_continue=11&v=M2QDfbI4ovg](https://www.youtube.com/watch?time_continue=11&v=M2QDfbI4ovg)
- **Ambassador Handbook:** The first USAPA Ambassador Handbook was developed in 2018 by a special committee of ambassadors. The book was distributed in December and will be updated periodically with new sections.
- **Paddles:** USAPA tested and approved **132** paddles in 2018.

### **For photo requests and media inquiries**

Email: [Media Relations](#)  
USA Pickleball Association  
P.O. Box 7354  
Surprise, AZ 85374