

**ORANGEVALE RECREATION & PARK DISTRICT
BOARD OF DIRECTORS MEETING
THURSDAY, JULY 18, 2024**

**REGULAR MEETING 6:30 PM
ORANGEVALE COMMUNITY CENTER
6826 HAZEL AVE. ORANGEVALE, CA 95662**

NOTE: The Board of Directors may take up any Agenda item at any time, regardless of the order listed. Action may be taken on any item on the Agenda.

1. **CALL TO ORDER**
2. **ROLL**
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF AGENDA**
5. **PUBLIC DISCUSSION**
Any person may address the board upon any subject within the jurisdiction of the Orangevale Recreation & Park District with each speaker being limited to three minutes. However, the Chairperson can impose reasonable limitations to the maximum time per person and per agenda item to allow the Board to complete its business. Any matter that requires action will be referred to staff or committee for a report and action at a subsequent meeting.
6. **MINUTES**
 - a. Approval of minutes of the Meeting on June 20, 2024 (pg. 1-12)
7. **CORRESPONDENCE**
 - a. Confidential envelope – Attorney billing for May-June 2024
 - b. Orangevale View Advertisements/Article May 10, and May 24, 2024 (pg. 13-14)
8. **CONSENT CALENDAR: Reading/Opportunity to Pull Items for Discussion/Board Action**
Consent items are considered routine and are intended to be acted upon in one motion, without discussion. During this portion of the meeting, the Consent Calendar will be read aloud. Prior to approval, the Chairperson will give the Board, staff, and public the opportunity to pull any item for discussion. The remaining Calendar will be acted upon. Any pulled items will then be heard and acted upon individually.
- 8.1 **CONSENT MATTERS GENERAL FUND**
 - a. Ratification of Claims for June 2024 (pg. 15)
 - b. Budget Status Report for June 2024 (pg. 16-18)
 - c. Revenue Report for June 2024 (pg. 19)
- 8.2 **OLLAD CONSENT MATTERS**
 - a. Ratification of Claims for June 2024 (pg. 20-21)
 - b. Budget Status Report for June 2024 (pg. 22-23)
- 8.3 **KENNETH GROVE CONSENT MATTERS**
 - a. Ratification of Claims for June 2024 (pg. 24)
 - b. Budget Status Report for June 2024 (pg. 25)
9. **NON-CONSENT MATTERS GENERAL FUND**
 - a. Ratification of Claims for June 2024 (pg. 26)

10. STANDING COMMITTEE REPORTS

- a. Administration & Finance – No Report
- b. Maintenance & Operation – No Report
- c. Recreation Committee – No Report
- d. Personnel & Policy – No Report
- e. Government – No Report
- f. Planning Committee – No Report
- g. Trails Committee – No Report
- h. Ad Hoc – No Report

12. ADMINISTRATOR'S REPORT

- a. Monthly Activity Report – June 2024 (pg. 27-34)

13. UNFINISHED BUSINESS

- a. Update on General Obligation Bond (verbal)
- b. Update on HVAC project - (verbal)

14. NEW BUSINESS

- a. Approval of the Letter of Engagement from Auditor Larry Bain for the fiscal year 2023/24 audit in the amount not to exceed \$10,900 (pg. 35-39)
- b. Award the Community Center Park – Parking Lot Connection Project to the Qualified Contractor with the Lowest Responsive Quote (pg. 40)
- c. Award the Community Center Park – Pathways & Trails Project to the Qualified Contractor with the Lowest Responsive Quote (pg. 41)
- d. Approval of the Retrofit Design for the Small Playground at Orangevale Community Park (pg. 42)
- e. Ratification of the Special Use Facility Rental Agreement with Michels Pacific Energy Inc. at Orangevale Community Center Park (pg. 43-55)
- f. Update on the Board of Directors election timeline (verbal)
- g. Update on projects (verbal)

15. DIRECTOR'S AND STAFF'S COMMENTS

16. ITEMS FOR NEXT AGENDA

- a. Approval of Final Budget for Fiscal Year 2024/25
- b. Holiday closure schedule
- c. Sundance Park Access – possible date change

17. ADJOURNMENT

NOTICE:

As presiding officer, the Chair has the authority to preserve order at all Board of Directors meetings, to remove or cause the removal of any person from any such meeting for disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening or personally abusive while addressing said Board, and to enforce the rules of the Board.

People with disabilities may request accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for accommodations must be made with 72 hours prior notice. If you require accommodations, please contact the Orangevale Recreation & Park District main office at (916) 988-4373.

Directors can be reached at: director@ovparks.com

Sharon Brunberg

Manie Meraz

Lisa Montes

Arica Presinal

Mike Stickney

ORANGEVALE RECREATION & PARK DISTRICT

Minutes of Meeting of Board of Directors June 20, 2024

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on June 20, 2024 at the District Office. Director Stickney called the meeting to order at 6:33 p.m.

Directors present: Stickney, Meraz, Brunberg, Montes
Directors absent: Presinal
Staff present: Becky Herz, District Administrator
Jennifer Von Aesch, Finance/HR Superintendent
Horacio Oropeza, Park Superintendent
Jason Bain, Recreation Supervisor
Melyssa Woodford, Admin. Services Supervisor

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was conducted.

4. **APPROVAL OF AGENDA** On a motion by Director Brunberg, seconded by Director Montes, the agenda was approved by a vote of 4-0-0 with Directors Stickney, Brunberg, Meraz, and Montes voting Aye. There were no Nays or Abstentions. Director Presinal was absent.
MOTION #1

5. **PUBLIC DISCUSSION** No one wished to address the Board during public discussion.

6. **MINUTES**
 - a) **Approval of Minutes of May 16, 2024 (pg 1-8)**: A correction was made to motion #3 to indicate Director Brunberg abstained from the motion.
MOTION #2 On a motion by Director Brunberg, seconded by Director Stickney, the minutes were approved with a correction to motion #3, by a vote of 4-0-0 with Directors Stickney, Meraz, Montes, and Brunberg voting Aye. There were no Nays or Abstentions. Director Presinal was absent.

7. **CORRESPONDENCE**
 - a) **Orangevale View Advertisements May 10, and May 24, 2024 (pg. 9)**: Admin Herz shared the program advertisements published in recent Orangevale View publications.
 - b) **Orangevale View Public Notice June 7, 2024 (pg. 10)**: Admin Herz advised that the Public Notice regarding the public hearing tonight was published in the Orangevale View to notify the Orangevale community.

- c) Citrus Heights Messenger Legal Advertising May 31, 2024 (pg. 11): Admin Herz advised that the Public Notice regarding the public hearing tonight was published in the Citrus Heights Messenger which satisfies the legal requirement.
- d) CPRS JEDI Academy Schedule (pg. 12): Admin Herz was the closing speaker at this event.
- e) California Parks and Recreation Association District 2 Newsletter – Member Highlight (pg. 13-14): Previous District Administrator, Barry Ross, was interviewed and featured in an article of the member highlight of CPRS District 2.
- f) Arcade-Cripple Creek Trail Brochure (pg. 15-16): Admin Herz shared the brochure created for the Arcade-Cripple Creek Trail. They are available at the Citrus Height City Hall. Supt. Oropeza advised that routine rounds and any necessary cleaning of the bridge area is being provided by the City of Citrus Heights. The center of the bridge is the division between the City of Citrus Heights and Sacramento County Department of Transportation and the Department of Waterways are responsible for maintenance under the bridge depending on the issue. OVParks maintenance has been providing regular maintenance of the surrounding area of the bridge.

8. CONSENT CALENDAR
MOTION #3

- a) On a motion by Director Brunberg, seconded by Director Montes, the consent calendar was approved by a vote of 4-0-0 with Directors Stickney, Brunberg, Meraz and Montes, voting Aye. There were no Nays or Abstentions. Director Presinal was absent.

8.1. CONSENT MATTERS GENERAL FUND

- a) Ratification of Claims for May 2024 (pg 17-18)
- b) Budget Status Report for May 2024 (pg 19-21)
- c) Revenue Report for May 2024 (pg 22)

8.2. OLLAD CONSENT MATTERS

- a) Ratification of Claims for May 2024 (pg 23-24)
- b) Budget Status Report for May 2024 (pg 25-26)

8.3. KENNETH GROVE CONSENT MATTERS

- a) Ratification of Claims for May 2024 (pg 27)
- b) Budget Status Report for May 2024 (pg 28)

9. PUBLIC HEARINGS

- a) Public Hearing: Orangevale Landscaping and Lighting Assessment District (OLLAD) - Susan Barnes of SCI Consulting Group:

Approval of Resolution 24-06-725, Resolution Approving the Engineer's Report, Confirming the Diagram and Assessment, and Ordering the Levy of Assessment for Fiscal Year 2024/25 for the Orangevale Landscaping and Lighting Assessment District (OLLAD) (pg. 29-31)

Susan Barnes of SCI Consulting Group provided information regarding the resolution for the Fiscal Year 2024/25. An increase in assessment has not been added for accessory dwelling units this fiscal year. Admin Herz to research this topic for next year.

MOTION #4

On a motion by Director Brunberg, seconded by Director Montes, the Resolution 24-06-725, Resolution Approving the Engineer's Report, Confirming the Diagram and Assessment, and Ordering the Levy of Assessment for Fiscal Year 2024/25 for the Orangevale Landscaping and Lighting Assessment District (OLLAD), were approved by a vote of 4-0-0 with Directors Stickney, Meraz, Montes, and Brunberg voting Aye. There were no Nays or Abstentions. Director Presinal was absent.

- b) Public Hearing: Kenneth Grove Landscaping and Lighting Assessment District - Susan Barnes of SCI Consulting Group:
Approval of Resolution 24-06-726, Resolution Approving the Engineer's Report, Confirming the Diagram and Assessment, and Ordering the Levy of Assessment for Fiscal Year 2024/25 for the Kenneth Grove Landscaping and Lighting Assessment District (KG) (pg. 32-34)

Susan Barnes of SCI Consulting Group provided information regarding the resolution for the Fiscal Year 2024/25.

MOTION #5

On a motion by Director Brunberg, seconded by Director Montes, the Approval of Resolution 24-06-726, Resolution Approving the Engineer's Report, Confirming the Diagram and Assessment, and Ordering the Levy of Assessment for Fiscal Year 2024/25 for the Kenneth Grove Landscaping and Lighting Assessment District (KG) by a vote of 4-0-0 with Directors Stickney, Meraz, Montes, and Brunberg voting Aye. There were no Nays or Abstentions. Director Presinal was absent.

**10. STANDING
COMMITTEE
REPORTS**

- a) Administration and Finance: No report.
- b) Maintenance and Operation: No report.
- c) Recreation Committee: No report.
- d) Personnel & Policy: Minutes from May 30 meeting and Concussion Protocol (pg. 35-37): Admin Herz presented the salary scale review and policy review. Recreation Coordinator and Recreation Supervisor II positions were discussed. Safety policy updates were discussed. The Concussion Protocol has been provided to the Board of Directors for their information. Director Montes mentioned a correction to the minutes to reflect Director Meraz in support of the COLA and additional job classifications since Director Montes was not present for this portion of the meeting. In the future, salary scale COLA's will be addressed at the Finance Committee.
- e) Government: No report.
- f) Planning Committee: No report.
- g) Trails Committee: Trails Master Plan progress report (verbal): Admin Herz advised that the team working on updating this plan is conducting research in preparation for implementation of the Master Plan as time allows. An early draft has been sent to the Trails Committee members for feedback.
- h) Ad Hoc: No report.

**11. ADMINISTRATOR'S
REPORT**

- a) Monthly Activity Report – May 2024 (pg 38-44): Admin Herz attended the two-day CPRS Jedi Academy, dedicated to Diversity, Equity, and Inclusion, which was offered for the first time by California Park and Recreation Association. As part of the JEDI Counsel since its inception two and a half years ago, Admin Herz regularly writes, presents, and works on policy development for the group. She led a two-hour closing training workshop on policy development.

The Big Day of Service participants still completed five projects despite the heavy rain. Two more projects were completed on a make-up day and one project was cancelled.

Directors Stickney & Meraz presented at the Arcade-Cripple Creek Trail Ribbon Cutting event on May 5th. An OVparks booth was in place at Streng Park to share the concept of incorporating a single track at the park which received strong support from the community.

Admin Herz had planned to attend the CARPD Conference on May 22-25 but was unable to attend due to a collision with a road hazard.

On May 29, Admin Herz met with Orange Vale Water District representatives to discuss the prospect of a well at one of the OVparks locations. This would be part of their long-term emergency plan. The District would charge a rental fee or obtain a water discount. Admin Herz to bring any developments on this topic to a future BOD Meeting.

Admin Herz provided pictures of the Big Day of Service, Arcade-Cripple Creek Ribbon Cutting, Spring Craft Fair, Thursday Night Farmer's Market.

Park Supt. Oropeza advised that this was one of the better groups of Big Day of Service volunteers he's worked with. Parks Maintenance employees Lucas Lilly, Nelson Kirk, and Doug Fuhlrodt participated in the preparation for and on the day of the event. This was the sixth year of participation in the Big Day of Service.

Parks Maintenance employees are in the process of addressing trees currently down at Shady Oaks Disc Golf and branches down throughout the parks. The tee pad at Shady Oaks Hole #1 has been replaced with six by twelve pad. Park Supt. Oropeza hopes to complete removal and replacement of the benches during the 2024/25 fiscal year. He plans to discuss partnership with Final 9 Disc Golf to complete this small project. Trees were planted at the berm behind Hole #18. Small shrubbery will also be planted.

Recreation Supervisor Jason Bain advised that his report included May and part of June's revenue. To date, revenue is approximately \$10k under budget, which he is optimistic that the projections will be met. Recing Crew Day Camps and Swim Lessons are going well. Kidz Korner will return in the Fall with adjusted formats and additional days of the week offered.

**12. UNFINISHED
BUSINESS**

- a) Community Center Roofing Project – verbal
This project has been completed with the exception of the concrete work to be completed in the next few weeks. Half of the contract amount has been paid. Final payment will be made once all work has been completed. Approximately \$2500 in fees to fix dry rot were necessary.
- b) Update on playground parts for large playground at OCP – verbal
The climber to replace the slide at the Orangevale Community Park has been received and will be installed within the next few weeks. The retrofit of the small playground will be included on a future age for discussion and approval. In the interim, the Board requested Admin Herz contact CAPRI to obtain counsel on placing signage at the Orangevale Community Park regarding the future retrofit.

- c) Update on parking lot resealing and restriping projects – verbal
Park Supt. Oropeza advised that two coat parking lot resealing and restriping have been completed at all four locations: Pecan Park, Almond Park, Youth Center and Shady Oaks Disc Golf.
- d) HVAC information – verbal
Admin Herz, Supt. Oropeza, and Supervisor Bain met with ABM to discuss options for air conditioning. ABM contracts with OMNIA which is a form of government bidding. A government pre-bid proposal or a request to pursue a RFP will be brought to the July Board of Directors meeting. Thermostats will be added as an add/alt option which will be discussed further at the next Board meeting.

13. NEW BUSINESS

- a) Approval of Resolution 24-06-727, Resolution of the Orangevale Recreation & Park District Amending the District Salary Schedule (pg. 45-47) Admin Herz advised that the initial Salary Schedule, dated 2015, has been updated every year via Resolution. Supt. Von Aesch to look prior to 2015 to obtain previous Salary Schedule adjustment.

MOTION #6

On a motion by Director Brunberg, seconded by Director Montes, the Resolution 24-06-727, Resolution of the Orangevale Recreation & Park District Amending the District Salary Schedule was approved by a vote of 4-0-0 with Directors Stickney, Brunberg, Meraz and Montes, voting Aye. There were no Nays or Abstentions. Director Presinal was absent.

- b) Approval of the Orangevale Recreation & Park District SCERS Non-Eligible Employee Classification Temporary/Seasonal Part-Time Salary Scale (pg.48-49): The OVparks Board of Directors approved the temporary/seasonal part-time salary scale for SCERS non-eligible employee classification for calendar year 2024 on December 14, 2023. The proposed update includes all job classifications and salary scales approved in December, and the addition of two (2) new job classifications: Stipend Coach and Contract Instructor / Coach. The addition of these new positions is a component of the reorganization plan for the Recreation Department.

Admin Herz advised that existing salaries have not changed. All salary adjustments are typically made in January of the calendar year. Admin Herz and Supervisor Bain propose expanding the stipend coach from the range of \$400-\$500 range to \$100-\$800 due to the variance in programming that is offered. This would provide flexibility to create jobs moving forward with the transition.

MOTION #7

On a motion by Director Brunberg, seconded by Director Meraz, the amended proposed update to the Orangevale Recreation &

Park District SCERS Non-Eligible Employee Classification Temporary/Seasonal Part-Time Salary Scale with the amendment to the attachment for the stipend coaches to be the range of \$100-\$800, was approved by a vote of 4-0-0 with Directors Stickney, Brunberg, Meraz and Montes, voting Aye. There were no Nays or Abstentions. Director Presinal was absent.

- c) Approval of the Updated Illness and Injury Prevention Policy Manual (pg. 50-68): OVparks is committed to providing a safe and healthy workplace for all its employees and providing safe and healthy facilities for its patrons and visitors. The IIPP manual is a key element of OVparks safety program.

The proposed updates to the IIPP include an Annual Training Calendar, Automatic External Defibrillator (AED) Procedure, and a Workplace Violence Prevention Program (WVPP). The major policy additions were reviewed by the Personnel and Policy Committee with minor edits made to improve grammar and consistency. In addition, the WVPP, which is a new policy mandated to be implemented by July 1st, includes all the Directors in the policy protections. The fully formatted IIPP is presented to the Board of Directors at this Board Meeting. Upon approval, these manuals will be in place in each of the buildings for reference.

MOTION #8

On a motion by Director Brunberg, seconded by Director Montes, the Updated Illness and Injury Prevention Policy Manual was approved by a vote of 4-0-0 with Directors Stickney, Brunberg, Meraz and Montes, voting Aye. There were no Nays or Abstentions. Director Presinal was absent.

- d) Approval of a Memorandum of Understanding (MOU) between the City of Citrus Heights, Sunrise Recreation & Park District, and Orangevale Recreation & Park District (pg. 69-76) The Arcade-Cripple Creek Trail is a 2.9-mile multi-use trail located between Arcade Creek Park Preserve and Wachtel Way. The trail is located on property owned by the City of Citrus Height, Sunrise Recreation & Park District and OVparks. The City of Citrus Heights has been maintaining the Arcade-Cripple Creek Trail during the construction phase of the Arcade-Cripple Creek Trail Project (Project), a trail project that includes properties in Sunrise Recreation & Park District and Orangevale Recreation & Park District. As specified in the construction agreements, the park districts are scheduled to resume most of the maintenance on the sections of the trail owned by their agency. The official completion date of the project, May 5, 2024, was celebrated by a ribbon cutting and grand opening event.

The City of Citrus Heights has presented a draft MOU for consideration. This agreement includes specifications for general

maintenance, specialty maintenance, emergency response, and general calls for service. The City of Citrus Heights is providing the specific dog poop bags required for the dispensers they installed. All replacement, repair, or graffiti of the signage along the trail is the responsibility of the City of Citrus Heights.

The MOU was revised by OVparks and Sunrise RPD staff. The updated document has been reviewed by OVparks legal counsel. The MOU was approved by the City Citrus Heights' City Council on June 13, 2024, and it will be presented to the Board of Directors at Sunrise Recreation & Park District at their next Board Meeting.

Admin Herz advised that this provides maintenance portion of the MOU. Any security agreement will be determined separately after further discussion with the City of Citrus Heights. The MOU states each respective party will take care of their own paving preservation, striping, and resealing of their portion of the trail with verbiage to consider joint solicitation.

MOTION #9

On a motion by Director Brunberg, seconded by Director Montes, a Memorandum of Understanding (MOU) between the City of Citrus Heights, Sunrise Recreation & Park District, and Orangevale Recreation & Park District, was approved by a vote of 4-0-0 with Directors Stickney, Brunberg, Meraz and Montes, voting Aye. There were no Nays or Abstentions. Director Presinal was absent.

- e) Approve RFPs for Driveway & Pathway Projects Connecting the South Section of Community Center Park with the North Section of the Park (pg. 77): Admin Herz will publish them at the Sacramento Building Exchange, the OVparks website, and direct mailers to any Peter Larimer with MTW suggests. The walkthrough will be planned for early July with a bid deadline of July 18th at 10am. Open bids with suggested contract award will be provided at the August BOD meeting. Any Board members may attend the bid opening on the July 18th.

MOTION #10

On a motion by Director Montes, seconded by Director Stickney, the Board directs the District Administrator to proceed with the RFP process for Driveway & Pathway Projects Connecting the South Section of Community Center Park with the North Section of the Park, was approved by a vote of 4-0-0 with Directors Stickney, Brunberg, Meraz and Montes, voting Aye. There were no Nays or Abstentions. Director Presinal was absent.

- f) Discussion of Review of Final 9 First Quarter of 2024 Revenue and Sales Reporting; Approve Proposed Financial Review Schedule (pg. 78) As the District's last outside CPA audit of Final 9 was completed in 2009, Directors tasked Finance/HR

Superintendent Von Aesch with conducting a basic review to check daily sales, the quarterly sales, and the check submitted to the District for concessions.

On May 13, 2024, Jennifer Knisley met with Finance/HR Superintendent Von Aesch to provide receipts, reports, and her laptop for the scheduled basic review. Jennifer Knisley detailed her daily, monthly, and quarterly reconciliation procedures. Finance/HR Superintendent Von Aesch re-added all daily cash register receipts for January through March 2024, confirmed their totals matched the monthly and quarterly totals on the tracking spreadsheet, and verified totals equaled what was reported on the State of CA Quarterly Sales Reporting form.

Finance/HR Superintendent Von Aesch confirmed that the non-taxable items such as water and noncarbonated drinks were properly removed from this total, as well as the gift certificates which are included in revenue at time of use. She also confirmed that while the State of CA Quarterly Sales Report included all Final 9's business entities, the check submitted to Orangevale Recreation & Park District reflected only the sales associated with their Pro Shop location at Orangevale's Shady Oaks Disc Golf Course.

Finance/HR Superintendent Von Aesch found all daily, monthly, and quarterly receipts, paperwork, spreadsheets, and reports to be in order and to balance.

The Board agreed this review will be conducted every two years. Finance/HR Supt. Von Aesch will place the next review on the calendar.

- g) Approval of the Purchase of Two Drinking Fountains (pg. 79-80)
Currently OVparks has two drinking fountains that are in poor condition: a fountain at Youth Center Park, and a fountain at Almond Park. Staff recommends replacing both drinking fountains with "Most Dependable Fountains Inc." products to maintain consistency throughout the parks. The proposed drinking fountain at the Youth Center Park would provide a bottle fill capability in the center along with fountains to accommodate the ADA requirement for both wheelchair access and bad back users. The proposed drinking fountain at Almond Park would have the two height levels to provide ADA compliance and include a pet water bowl at the bottom.

There are sufficient un-allocated funds available in the Building/Structures account (4202) of the 23/24 FY OLLAD Budget support the \$9,923.50 quoted costs for the parts to replace of both drinking fountains. OVparks staff are capable and qualified to install the drinking fountains

MOTION #11

On a motion by Director Montes, seconded by Director Brunberg, the Approval of the Purchase of Two Drinking Fountains, was approved by a vote of 4-0-0 with Directors Stickney, Brunberg, Meraz and Montes, voting Aye. There were no Nays or Abstentions. Director Presinal was absent.

- h) Approval of Resolution 24-06-728, Resolution of the Board of Directors of the Orangevale Recreation & Park District making Determinations and Calling an Election to Authorize the Issuance of General Obligation Bonds, Establishing Specifications of the Election Order, and Requesting Consolidation with Other Elections Occurring on November 5, 2024 (pg. 81-95):

The District desires to serve its community with high quality recreation programs, local parks and open spaces. There are many capital facilities needs throughout the District which need to be addressed, and current funding sources are not sufficient to address the District's needs. In order to identify a local funding source, the District is authorized under California law to present a general obligation bond measure to District voters on the November 5, 2024 ballot, seeking authorization to issue general obligation bonds, the proceeds of which will be expended on capital improvement projects. General obligation bonds, if approved, are repaid by ad valorem property taxes included on annual property tax rolls while bonds are outstanding.

The Resolution for Board consideration has been prepared in accordance with all legal requirements and presents a \$24,000,000 bond measure to District voters for the purpose of financing projects summarized on the Project List attached as Appendix A to the Resolution (Full Text of Measure) which will be printed in the Sample Ballot provided to District voters. Appendix B is the abbreviated statement of the measure and is limited to 75 words or less that will be printed on the ballot label and read by voters at the time of casting their vote. Appendix C presents the Tax Rate Statement which will also be printed in the Sample Ballot which is required by law and discloses to District voters current expectations regarding the property tax rates and other matters that will apply if bonds are approved and issued.

Under current law, passage of this bond measure requires at least two-thirds affirmative vote of the voters voting on the measure. Assembly Constitutional Amendment No. 1 (ACA1) will appear on the November 5, 2024, ballot. If that Constitutional amendment is approved, it reduces the vote requirement down to 55%, for both future measures as well as those appearing on the November 5, 2024, ballot including this measure. In order to call the election, the Resolution must be passed upon a majority vote of the Board.

John Isom, with Isom Advisors, provided an overview of the resolution which includes the survey, detailed project list, sample ballot, tax rate statement. A seventy-five word ballot summary, included with the voter ballot, will share with the community the project list the \$24 million dollars raised from this bond can help accomplish.

Admin Herz advised that community showed strong support at \$15 level and probable support at the \$19 level. The \$15.96 was determined with input from Isom Advisors, to request on the November ballot for the G.O. Bond. This will allow adequate projects requested by the community to be completed within the District.

Admin Herz advised that within the resolution, in section 14, direction is given to allow Admin Herz to sign for attorneys for the bond process. This additional contract has fees similar to Isom Advisors fees which will only be due if the bond is approved by the voters as well as payment of administration of the bond process. Bond counsel is required and the attorneys are certified to provide an opinion that IRS requirements are being met. John Isom will be assisting with the next steps in creating the argument in favor of the G.O. Bond and communication with voters.

On a motion by Director Brunberg, seconded by Director Montes, the Resolution 24-06-728, Resolution of the Board of Directors of the Orangevale Recreation & Park District making Determinations and Calling an Election to Authorize the Issuance of General Obligation Bonds, Establishing Specifications of the Election Order, and Requesting Consolidation with Other Elections Occurring on November 5, 2024, was approved by a vote of 4-0-0 with Directors Stickney, Brunberg, Meraz and Montes, voting Aye. There were no Nays or Abstentions. Director Presinal was absent.

MOTION #12

- i) Update on the Board of Directors election timeline (verbal)
Admin Herz advised that the nomination period for elected officials Lisa Montes, Arica Presinal, and Mike Stickney is July 15th through August 9th. Admin Herz to provide the link for the calendar information.
- j) Update on projects (verbal): None discussed.

14. DIRECTOR AND STAFF COMMENTS

Admin Herz shared the many summer programs currently running keeping everyone at OVparks busy.

Supervisor Woodford advised that summer programming is in full swing.

Finance/HR Supt. Von Aesch advised that all the new hires are in place. Larry Bain is scheduled to conduct the audit in the fall. She received an email regarding benefits for next year which will only go up 5%. OVParks had budgeted for an increase of 7.5%.

Director Montes shared the highlights of the Orangevale Summer Palooza. The parade went very well with approximately 60 participants.

Director Stickney mentioned he just returned from vacation and the parks are looking good. He felt the Orangevale Summer Palooza was very well organized.

Director Brunberg advised

15. ITEMS FOR NEXT AGENDA

a) HVAC & Thermostats

b) Driveway RFP contractor selection

c) Special BOD Meeting: District Administrator six month evaluation to be conducted on August 1, 2024 at 6:30pm.

**16. ADJOURNMENT
MOTION #13**


With no further business to discuss, the general meeting of the Board of Directors was adjourned at 8:27 p.m. On a motion by Director Brunberg, seconded by Director Montes, the adjournment was approved by a vote of 4-0-0 with Directors Stickney, Brunberg, Meraz, and Montes, voting Aye. There were no Nays or Abstentions. Director Presinal was absent.

Mike Stickney, Chairperson

Orangevale View – June 7 and June 28

OVPARKS PROGRAMS TO CHECK OUT!

<p>Kids Cooking Series: Cookie Jar Ages: 6+ F 6/21 4:00-6:00pm</p>	<p>Rec'ing Crew Summer Day Camp June 10-14: Legends on the Loose June 17-21: Safari Spectacular * June 24-28: Radical Riptides July 1, 2, 3, 5: Captivating Campers * July 8-12: Tank Wars! * July 15-19: Astronomical Adventure July 22-26: Mysteries & Magic * July 29-August 2: Play Ball August 5-9: Pool Party Palooza</p> <p>Rec'ing Crew is a fun-packed Monday-Friday camp! Swimming twice a week at the OCC Pool. Fun field trips or events going on every Wednesday.</p>
<p>Water Polo Ages: 7-10 M/W 6/10-6/26 7:30-8:30pm</p>	
<p>Women's Self Defense with C.O.B.R.A Self defense Ages: 18+ M/W 6/10-6/26 7:30-8:30pm</p>	
<p>Tropical Escape 50+ F 7/12 11:45am-1:00pm Register by 6/24</p>	


Scan QR code for more information!
 5826 Hazel Ave, Orangevale
 (916) 988-4373 ~ OVParks.com



OV PARKS SUMMER FUN!

Join Rec'ing Crew day camp this summer!
There are two swim days a week, events, field trips, and so much more!

<p>NAofA Softball/Baseball Camp M-F Ages: 7-13 7/8-7/12 9am-12pm</p>	<p>Golf Camp M-F Ages: 4-8 7/8-7/12 9am-12pm</p>
<p>Top Notch Basketball Camp M-Th Grades: 2nd-5th 7/8-7/11 10:30-12:30pm</p>	<p>Water Polo M/W Ages: 11-18 7/8-7/24 7:30-8:30pm</p>

POOL EVENTS

Christmas in July
July 24 1:30-4:30pm

5826 Hazel Ave, Orangevale (916) 988-4373 OVParks.com



25 YEARS OF EXCELLENCE

During the weekend of May 24-26, Aikido Yoshinkan Sacramento held a special event to celebrate its 25th anniversary. Established in June 1999 in Orangevale, the school's humble beginnings began at the former Starz Gymnastics and Preschool on Main Ave. In 2001, the school started its partnership with the Orangevale Recreation and Park District where it still resides today. This was the first such event since the Covid pandemic. Our featured guest was Mr. Jacques Payet from Kyoto, Japan, and his student Mr. Shota Sugawara from Kamakura, Japan. Joining us were also visitors from Canada, San Barbara, San Bruno, and San Diego. The event was held at our current location at the Orangevale Youth Center. In total, there were 30 participants ranging from age 8 to 70+.

The support we received from the Orangevale Recreation and Parks District and a small group of dedicated students helped us weather the shutdown brought on by the COVID-19 pandemic. Working collaboratively with OVParks we converted our training to online and when permissible used outdoor space at the OV Youth Center and OV Community Center. The school has returned to its pre-COVID numbers and is always welcoming new students.

Classes are held Tuesday and Thursday evenings and Saturday mornings at the OV Youth Center. Classes are offered for all beginning at age 7. Family classes and discounts are also available. For more information, you can visit our website at www.seikeikan.com. For registration information, please contact OVParks at 916-988-6140.

GENERAL FUND EXPENDITURES
FOR THE MONTH ENDING
JUNE 30, 2024

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1907223047	20202100	US BANK NATIONAL ASSOCIAT	BOOKS/PERIODICALS SERVICES	210.93
1907223047	20202900	US BANK NATIONAL ASSOCIAT	BUSINESS/CONFERENCE EXPENSES	78.75
1907223047	20203800	US BANK NATIONAL ASSOCIAT	EMPLOYEE RECOGNITION	138.97
1907220269	20203900	SUSAN MYREN	EMPLOYEE TRANSPORTATION	124.62
1907225630	20203900	JULIANNA CHAVEZ	EMPLOYEE TRANSPORTATION	2.14
1907231432	20203900	REBECCA HERZ	EMPLOYEE TRANSPORTATION	215.00
				341.76
1907225627	20207600	BURKETTS OFFICE SUPLLIES	OFFICE SUPPLIES	276.37
1907223047	20208102	US BANK NATIONAL ASSOCIAT	STAMPS	150.56
1907223047	20219700	US BANK NATIONAL ASSOCIAT	TELEPHONE SERVICES	446.56
1907225550	20219700	COMCAST	TELEPHONE SERVICES	536.14
1907228900	20219700	COMCAST	TELEPHONE SERVICES	525.99
				1,508.69
1907228948	20226200	JJR ENTERPRISES INC	OFFICE EQUIPMENT MAINTENANCE S	211.46
1907220266	20257100	B AND P SECURITY INC	SECURITY SERVICES	547.50
1907228952	20257100	B AND P SECURITY INC	SECURITY SERVICES	474.50
				1,022.00
1907220220	20259100	STREAMLINE SOFTWARE INC	OTHER PROFESSIONAL SERVICES	200.00
1907220261	20285100	STEVEN MIRANDA	RECREATIONAL SERVICES	625.95
1907220263	20285100	SHAUNA LEMAY	RECREATIONAL SERVICES	422.50
1907220260	20285100	SUSAN PRIETO	RECREATIONAL SERVICES	60.00
1907220256	20285100	CORDOVA RECREATION & PARK	RECREATIONAL SERVICES	255.00
1907220244	20285100	ALISON LLOYD	RECREATIONAL SERVICES	293.80
1907220234	20285100	ALLGOOD DRIVING SCHOOL	RECREATIONAL SERVICES	49.30
1907220264	20285100	HANDSTANDS INC	RECREATIONAL SERVICES	258.30
1907223047	20285100	US BANK NATIONAL ASSOCIAT	RECREATIONAL SERVICES	286.56
1907225606	20285100	ADRIAAN JANSEN VAN VUUREN	RECREATIONAL SERVICES	1,162.25
1907228949	20285100	GAIL KENNEY	RECREATIONAL SERVICES	252.00
1907231428	20285100	TERRY MASTEN	RECREATIONAL SERVICES	309.00
				3,974.66
1907223047	20285200	US BANK NATIONAL ASSOCIAT	RECREATIONAL SUPPLIES	371.34
1907231321	20285200	CAPITAL ONE NA	RECREATIONAL SUPPLIES	85.74
				457.08
111249746	20289800	US BANK	OTHER OPERATING EXPENSES SUPP	-483.81
111257623	20296200	SACRAMENTO COUNTY PARKING	QR BILLING June-2024 ORANGEVALE	7.00
1907220225	30322000	FIRST CITIZENS BANK & TRU	BOND/LOAN REDEMPTION	366.35
1907228945	50557100	STATE OF CALIFORNIA	FINGERPRINT SERVICES	64.00

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2023/2024
JUNE 2024**

Account Number	Expenditure Account	Budgeted 2023/2024	Current Expenditure	Expeditures to Date	Funds Available	% Left
1000	SALARIES & EMPLOYEE BENEFITS					
10111000	Salaries & Wages, Regular	1,012,000.00	73,806.80	991,187.43	20,812.57	2%
10112100	Salaries & Wages, Extra Help	405,000.00	47,660.37	374,647.92	30,352.08	7%
10112400	Salaries, Board members	12,000.00	800.00	9,100.00	2,900.00	24%
10121000	Retirement	324,000.00	23,137.74	310,352.20	13,647.80	4%
10122000	Social Security	107,500.00	9,250.56	104,245.90	3,254.10	3%
10123000	Group Insurance	265,500.00	26,298.70	270,398.24	(4,898.24)	-2%
10124000	Worker's Comp. Ins	49,300.00		51,708.00	(2,408.00)	-5%
10125000	Unemployment Insurance	8,000.00	779.35	7,657.80	342.20	4%
10128000	Health Care/Retirees	0.00		-	0.00	#DIV/0!
	SUB-TOTAL	2,183,300.00	181,733.52	2,119,297.49	64,002.51	3%
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	2,200.00		143.33	2,056.67	93%
20202100	Books/Periodicals/Subscrip	3,000.00	210.93	1,690.84	1,309.16	44%
20202900	Business/Conference Expense	3,500.00	78.75	1,364.11	2,135.89	61%
20203500	Education/Training Serv.	3,000.00		2,320.00	680.00	23%
20203600	Education /Training Supplies	500.00		178.26	321.74	64%
20203700	Tuition Reimbursement	500.00		-	500.00	100%
20203800	Employee Recognition	2,300.00	138.97	2,307.61	(7.61)	0%
20203802	Recognition Items	500.00		-	500.00	100%
20203803	Recognition Events	500.00		-	500.00	100%
20203900	Employee Transportation	2,800.00	341.76	2,201.97	598.03	21%
20205100	Liability Insurance	136,100.00		116,213.67	19,886.33	15%
20205500	Rental Insurance	0.00		-	0.00	#DIV/0!
20206100	Membership Dues	14,600.00		14,164.05	435.95	3%
20207600	Office Supplies	6,200.00	276.37	5,893.27	306.73	5%
20207602	Signs	500.00		195.19	304.81	61%
20207603	Keys	300.00		-	300.00	100%
20208100	Postal Services	7,500.00		4,630.00	2,870.00	38%
20208102	Stamps	1,600.00	150.56	1,688.55	(88.55)	-6%
20208500	Printing Services	26,000.00		17,307.83	8,692.17	33%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20210400	Agricultural/Horticultural Supply	500.00		-	500.00	100%
20211200	Building Maint. Supplies	500.00		-	500.00	100%
20212200	Chemicals	500.00		-	500.00	100%
20213100	Electrical Maint. Service	400.00		-	400.00	100%
20213200	Electrical Maint. Supplies	500.00		-	500.00	100%
20214100	Land Improv. Maint. Services	500.00		-	500.00	100%
20214200	Land Improv. Maint. Supplies	500.00		-	500.00	100%
20215100	Mechanical System Maint. Ser	500.00		-	500.00	100%
20215200	Mechanical System Maint. Sup	500.00		-	500.00	100%
20216200	Painting Supplies	500.00		-	500.00	100%
20216700	Plumbing Maint. Service	400.00		-	400.00	100%
20216800	Plumbing Maint. Supplies	500.00		-	500.00	100%
20218100	Irrigation Services	500.00		-	500.00	100%

Account Number	Expenditure Account	Budgeted 2023/2024	Current Expenditure	Expenditures to Date	Funds Available	% Left
20218200	Irrigation Supplies	500.00		-	500.00	100%
20218500	Permit Charges	1,500.00		-	1,500.00	100%
20219100	Electricity	500.00		-	500.00	100%
20219200	Natural Gas / LPG/ Fuel Oil	500.00		-	500.00	100%
20219300	Refuse Collection / Disposal Service	500.00		-	500.00	100%
20219500	Sewage Disposal Service	500.00		-	500.00	100%
20219700	Telephone Service	15,500.00	1,508.69	18,513.33	(3,013.33)	-19%
20219800	Water	1,000.00		35.64	964.36	96%
20219900	Telephone System Maint.	500.00		-	500.00	100%
20220500	Automotive Maint. Service	500.00		-	500.00	100%
20220600	Automotive Maint. Supplies	500.00		-	500.00	100%
20221200	Construction Equip Maint Sup	500.00		-	500.00	100%
20222600	Expendable Tools	500.00		-	500.00	100%
20223600	Fuel & Lubricants	500.00		-	500.00	100%
20226100	Office Equip Maint Service	500.00		-	500.00	100%
20226200	Office Equip Maint Supplies	3,000.00	211.46	2,011.09	988.91	33%
20227500	Rents/Leases Equipment	500.00		-	500.00	100%
20228100	Shop Equip Maint Service	500.00		-	500.00	100%
20228200	Shop Equip Maint Supplies	500.00		-	500.00	100%
20229100	Other Equip Maint Service	500.00		-	500.00	100%
20229200	Other Equip Maint Supplies	500.00		-	500.00	100%
20231400	Clothing/Personal Supplies	2,000.00		795.80	1,204.20	60%
20232100	Custodial Services	1,000.00		-	1,000.00	100%
20232200	Custodial Supplies	500.00		-	500.00	100%
20244300	Medical Services	400.00		29.84	370.16	93%
20250500	Accounting Services	7,000.00		6,281.60	718.40	10%
20250700	Assessment/Collection Service	19,500.00		19,314.24	185.76	1%
20252500	Engineering Services	6,000.00		-	6,000.00	100%
20253100	Legal Services	15,000.00		378.00	14,622.00	97%
20256200	Transcribing Services	0.00		-	0.00	#DIV/0!
20257100	Security Services	4,000.00	1,022.00	3,406.50	593.50	15%
20259100	Other Professional Services	22,400.00	200.00	27,152.97	(4,752.97)	-21%
20259101	Computer Consultants	14,500.00		12,780.00	1,720.00	12%
20281201	PC Hardware	6,000.00		2,203.49	3,796.51	63%
20281202	PC Software	6,000.00		5,478.00	522.00	9%
20281203	PC Supplies	2,000.00		50.00	1,950.00	98%
20281900	Elections	0.00		-	0.00	#DIV/0!
20285100	Recreational Services	204,500.00	4,963.66	206,973.60	(2,473.60)	-1%
20285200	Recreational Supplies	37,000.00	457.08	29,890.07	7,109.93	19%
20289800	Other Operating Exp - Supplies	2,000.00	(483.81)	3,155.08	(1,155.08)	-58%
20289900	Other Operating Exp - Services	2,000.00		-	2,000.00	100%
20291100	System Development Services	3,300.00		2,246.65	1,053.35	32%
20296200	GS Parking Charges	200.00	7.00	73.50	126.50	63%
	SUB-TOTAL	603,200.00	9,083.42	511,068.08	92,131.92	15%
3000	OTHER CHARGES					
30321000	Interest Expense	27,730.00		27,722.50	7.50	0%
30322000	Bond/Loan Redemption	44,200.00	366.35	44,077.45	122.55	0%
30345000	Taxes/Licenses/Assess Trans	1,600.00		18.77	1,581.23	99%
	SUB-TOTAL	73,530.00	366.35	71,818.72	1,711.28	2%
4000	FIXED ASSETS					

Account Number	Expenditure Account	Budgeted 2023/2024	Current Expenditure	Expenditures to Date	Funds Available	% Left
41410100	Land	0.00		-	0.00	
42420200	Struc. & Improvements	1,152,000.00		704,119.86	447,880.14	39%
43430300	Vehicles/Equipment	30,000.00		29,307.69	692.31	2%
	SUB-TOTAL	1,182,000.00	-	733,427.55	448,572.45	38%
5000	INTERFUND CHARGES					
50557100	Fingerprinting Service	2,500.00	64.00	1,536.00	964.00	39%
	SUB-TOTAL	2,500.00	64.00	1,536.00	964.00	39%
79790100	<i>Contingency Appropriations</i>	200,000.00		-	200,000.00	0%
	<i>Deposit into Reserves</i>	0.00		-	0.00	0%
	GRAND TOTAL	4,244,530.00	191,247.29	3,437,147.84	807,382.16	19%

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
REVENUE STATEMENT
FISCAL YEAR 2023/2024
JUNE 2024**

Account Number	Revenue Account	2023/2024 Budgeted Revenue	Realized This Period	Collection YTD Balance	YTD Uncollected Balance	% Collected
91910100	Prop. Taxes - Current Secured	1,692,800	19,877.13	1,698,795.87	-5,995.87	100.35%
91910200	Prop. Taxes - Current Unsecured	55,800		60,023.38	-4,223.38	107.57%
91910300	Supplemental Taxes Current	44,000	3.83	34,483.27	9,516.73	78.37%
91910400	Prop. Taxes Sec. Delinquent	10,900		13,383.02	-2,483.02	122.78%
91910500	Prop. Taxes Supp. Delinq.	2,500		4,444.39	-1,944.39	177.78%
91910600	Unitary Current Secured	14,800		18,171.96	-3,371.96	122.78%
91910800	Prior Year Supple-Delinq	-		0.00	0.00	
91910900	Education Rev. Augment. Fund	-		0.00	0.00	
91911000	Prop. Tax - Sec. Delinq. Roll	-		0.00	0.00	
91912000	Prop. Tax - Sec. Redemption	140		53.84	86.16	38.46%
91913000	Prop. Tax Prior - Unsecured	900		535.05	364.95	59.45%
91914000	Penalty Costs - Prop. Tax	500		264.61	235.39	52.92%
91919900	Taxes - Other	-		0.00	0.00	
	SUB-TOTAL TAXES 9100	1,822,340	19,880.96	1,830,155.39	-7,815.39	100.43%
94941000	Interest Income	14,500		31,017.00	-16,517.00	213.91%
94942900	Building Rental Other	130,000	11,216.47	134,016.33	-4,016.33	103.09%
94943900	Cell Tower Leases	47,000	3,958.17	47,768.84	-768.84	101.64%
94944800	Rec.Concessions Final 9	21,000	605.00	19,814.64	1,185.36	94.36%
94945900	Other Vending Devices	-		0.00	0.00	
94949000	Concessions - Other	-		0.00	0.00	
95952200	Homeowner Prop. Tax Relief	13,000	1,819.37	12,129.12	870.88	93.30%
95952900	In-Lieu Taxes	424,000		114,660.90	309,339.10	27.04%
95959504	Fiscal Relief for Independent Special	-		0.00	0.00	
95956900	State Aid - Other Misc. Programs	-		0.00	0.00	
96963313	Miscellaneous Fees	1,000		807.55	192.45	80.76%
96964600	Recreation Service Charges	585,000	48,939.75	574,562.36	10,437.64	98.22%
96969700	Security Services	1,000		17.41	982.59	1.74%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	2,300	400.00	3,950.00	-1,650.00	171.74%
97973200	Recreation Contributions	-		0.00	0.00	
97973300	Orangevale Clubs	-		0.00	0.00	
97974000	Insurance Proceeds	270		0.00	270.00	0.00%
97979000	Revenue - Other	201,400	264.98	202,140.63	-740.63	100.37%
	SUB-TOTAL OTHER MISC. INCOM	1,440,470	67,203.74	1,140,884.78	299,585.22	79.20%
	TOTAL BUDGET AMOUNT	3,262,810	87,084.70	2,971,040	291,769.83	91.06%

OLLAD EXPENDITURES
FOR THE MONTH ENDING
JUNE 30, 2024

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1907225627	20207600	BURKETTS OFFICE SUPLIES	OFFICE SUPPLIES	263.32
1907228904	20207603	CSLS INC	KEYS	47.97
1907225554	20210300	NORTHERN CALIFORNIA INALL	AGRICULTURAL/HORTICULTURAL SERVIC	412.50
1907219496	20211200	LOWES BUSINESS ACCOUNT	BUILDING MAINTENANCE SUPPLIES/MATE	277.92
1907225491	20211200	AMERICAN RIVER ACE HARDWA	BUILDING MAINTENANCE SUPPLIES/MATE	362.79
				640.71
1907220212	20212200	AQUA SOURCE INC	CHEMICAL SUPPLIES	5,973.66
1907220213	20212200	AQUA SOURCE INC	CHEMICAL SUPPLIES	577.58
1907220209	20212200	LESLIES POOLMART INC	CHEMICAL SUPPLIES	258.79
1907228929	20212200	SCP DISTRIBUTORS LLC	CHEMICAL SUPPLIES	546.54
1907228938	20212200	LESLIES POOLMART INC	CHEMICAL SUPPLIES	8.43
1907228932	20212200	LESLIES POOLMART INC	CHEMICAL SUPPLIES	258.79
1907231386	20212200	SCP DISTRIBUTORS LLC	CHEMICAL SUPPLIES	675.28
				8,299.07
1907223047	20213200	US BANK NATIONAL ASSOCIAT	ELECTRICAL MAINTENANCE SUPPLIES	401.93
1907225491	20213200	AMERICAN RIVER ACE HARDWA	ELECTRICAL MAINTENANCE SUPPLIES	156.22
				558.15
1907220146	20214200	NIMBUS LANDSCAPING MATERI	LAND IMPROVEMENT MAINTENANCE SUP	48.94
1907220144	20214200	NIMBUS LANDSCAPING MATERI	LAND IMPROVEMENT MAINTENANCE SUP	29.91
1907220210	20214200	THE SHERWIN-WILLIAMS CO	LAND IMPROVEMENT MAINTENANCE SUP	2,002.05
1907220197	20214200	NUTRIEN AG SOLUTIONS INC	LAND IMPROVEMENT MAINTENANCE SUP	356.16
1907219496	20214200	LOWES BUSINESS ACCOUNT	LAND IMPROVEMENT MAINTENANCE SUP	364.94
1907223047	20214200	US BANK NATIONAL ASSOCIAT	LAND IMPROVEMENT MAINTENANCE SUP	408.00
1907223047	20214200	US BANK NATIONAL ASSOCIAT	TAX ACCRUAL	31.62
1907225491	20214200	AMERICAN RIVER ACE HARDWA	LAND IMPROVEMENT MAINTENANCE SUP	296.24
				3,537.86
1907225572	20215100	GOLDEN AIRE INC	MECHANICAL SYSTEMS MAINTENANCE ST	127.50
1907225491	20215200	AMERICAN RIVER ACE HARDWA	MECHANICAL SYSTEMS MAINTENANCE ST	37.68
1907220193	20218200	HERITAGE LANDSCAPE SUPPLY	IRRIGATION SUPPLIES	103.43
1907220165	20218200	HERITAGE LANDSCAPE SUPPLY	IRRIGATION SUPPLIES	230.18
1907220169	20218200	HERITAGE LANDSCAPE SUPPLY	IRRIGATION SUPPLIES	95.20
1907220204	20218200	SITEONE LANDSCAPE SUPPLY	IRRIGATION SUPPLIES	75.29
1907220851	20218200	SITEONE LANDSCAPE SUPPLY	IRRIGATION SUPPLIES	45.22
1907225491	20218200	AMERICAN RIVER ACE HARDWA	IRRIGATION SUPPLIES	32.26
				581.58
1907219511	20218500	STATE OF CALIFORNIA	PERMIT CHARGES	877.50
1907219497	20219100	SMUD	ELECTRICITY	6,174.12
1907219498	20219200	PACIFIC GAS AND ELECTRIC	NATURAL GAS/LPG/FUEL OIL	4,950.84
1907225548	20219200	PACIFIC GAS AND ELECTRIC	NATURAL GAS/LPG/FUEL OIL	100.68
				5,051.52
1907219499	20219300	ALLIED WASTE SERVICES OF	REFUSE COLLECTION/DISPOSAL SERVICE	1,786.81
1300869977	20219300	ORANGEVALE HISTORY PROJECT	REFUSE COLLECTION/DISPOSAL SERVICE	-77.40
				1,709.41
1907219500	20219500	COUNTY OF SACRAMENTO	SEWAGE DISPOSAL SERVICES	841.93
1907225566	20219500	AREA PORTABLE SERVICES IN	SEWAGE DISPOSAL SERVICES	171.58

OLLAD EXPENDITURES
FOR THE MONTH ENDING
JUNE 30, 2024

1907225562	20219500	AREA PORTABLE SERVICES IN	SEWAGE DISPOSAL SERVICES	171.58
				1,185.09
1907223047	20219800	US BANK NATIONAL ASSOCIAT	WATER	155.46
1907225552	20219800	SAN JUAN WATER DISTRICT	WATER	376.57
1907225553	20219800	ORANGEVALE WATER COMPANY	WATER	84.10
1907228902	20219800	ORANGEVALE WATER COMPANY	WATER	5,754.70
1300869977	20219800	ORANGEVALE HISTORY PROJECT	WATER	-36.23
				6,334.60
1907228927	20220500	NAZIR GROUP	AUTO MAINTENANCE SERVICES	134.98
1907220217	20220600	GENUINE PARTS CO	AUTO MAINTENANCE SUPPLIES	12.05
1907220216	20220600	GENUINE PARTS CO	AUTO MAINTENANCE SUPPLIES	68.39
1907225646	20220600	GENERAL PARTS DISTRIBUTIO	AUTO MAINTENANCE SUPPLIES	6.58
1907225605	20220600	GENERAL PARTS DISTRIBUTIO	AUTO MAINTENANCE SUPPLIES	143.37
1907228907	20220600	GENUINE PARTS CO	AUTO MAINTENANCE SUPPLIES	105.01
1907231322	20220600	GENUINE PARTS CO	AUTO MAINTENANCE SUPPLIES	112.02
				447.42
1907223047	20223600	US BANK NATIONAL ASSOCIAT	FUEL/LUBRICANTS	2,161.26
1907220211	20227500	GUY RENTS INC	RENT/LEASE EQUIPMENT	95.19
1907220195	20228100	NAZIR GROUP	SHOP EQUIPMENT MAINTENANCE SERVIC	196.67
1907220214	20228200	TURF STAR INC	SHIP EQUIPMENT MAINTENANCE SUPPLIE	564.96
1907225604	20228200	GORDON COOK	SHOP EQUIPMENT MAINTENANCE SUPPLI	73.72
1907225603	20228200	GORDON COOK	SHOP EQUIPMENT MAINTENANCE SUPPLI	300.87
				939.55
1907220153	20229200	SCP DISTRIBUTORS LLC	OTHER EQUIPMENT MAINTENANCE SUPP	2,067.05
1907220207	20229200	KNORR SYSTEMS INTL LLC	OTHER EQUIPMENT MAINTENANCE SUPP	753.32
1907228931	20229200	SCP DISTRIBUTORS LLC	OTHER EQUIPMENT MAINTENANCE SUPP	59.18
1907228928	20229200	SCP DISTRIBUTORS LLC	OTHER EQUIPMENT MAINTENANCE SUPP	157.99
				3,037.54
1907219509	20231400	UNIFIRST CORPORATION	CLOTHING/PERSONAL SUPPLIES	123.00
1907228940	20231400	LUCILLE COLQUHOUN	CLOTHING/PERSONAL SUPPLIES	215.50
				338.50
1907219509	20232200	UNIFIRST CORPORATION	CUSTODIAL SUPPLIES	175.10
1907225491	20232200	AMERICAN RIVER ACE HARDWA	CUSTODIAL SUPPLIES	22.33
				197.43
1907219510	20257100	FULTON-EL CAMINO REC & PA	SECURITY SERVICES	5,025.00
1907231420	20259100	NEIGHBORLY PEST MANAGEMEN	OTHER PROFESSIONAL SERVICES	186.00
1907231418	20259100	NEIGHBORLY PEST MANAGEMEN	OTHER PROFESSIONAL SERVICES	95.00
				281.00
111249746	20289800	CAL CARD	OFFICE OPERATING EXPENSE SUPPLIES	483.81
1907220205	42420200	MIRACLE PLAYSYSTEMS INC	STRUCTURES & IMPROVEMENTS	11,330.07
1907225559	42420200	SIERRA STRIPING INC	STRUCTURES & IMPROVEMENTS	10,250.00
1907225557	42420200	RORY MERRILL	STRUCTURES & IMPROVEMENTS	1,625.00
1907225560	42420200	SIERRA STRIPING INC	STRUCTURES & IMPROVEMENTS	14,625.00
				37,830.07

ORANGEVALE RECREATION AND PARK DISTRICT - OLLAD ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2023/2024
JUNE 2024

Account Number	Expenditure Account	Budgeted 2023/2024	Current Expenditure	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20203500	Education/Training Service	3,000.00		340.00	2,660.00	89%
20206100	Membership Dues	500.00		-	500.00	100%
20207600	Office Supplies	500.00	263.32	285.90	214.10	43%
20207602	Signs	1,000.00		412.95	587.05	59%
20207603	Keys	800.00	47.97	554.21	245.79	31%
20210300	Agricultural/Horticultural Service	12,500.00	412.50	6,025.00	6,475.00	52%
20210400	Agricultural/Horticultural Supply	12,000.00		4,001.79	7,998.21	67%
20211200	Building Maint. Supplies	9,000.00	640.71	7,081.81	1,918.19	21%
20212200	Chemicals	56,000.00	8,299.07	43,038.06	12,961.94	23%
20213100	Electrical Maint. Service	4,000.00		1,793.00	2,207.00	55%
20213200	Electrical Maint. Supplies	1,500.00	558.15	1,504.17	(4.17)	0%
20214100	Land Improv. Maint. Service	47,000.00		1,000.00	46,000.00	98%
20214200	Land Improv. Maint. Supplies	34,000.00	3,537.86	26,296.70	7,703.30	23%
20215100	Mechanical System Maint. Ser	9,000.00	127.50	910.00	8,090.00	90%
20215200	Mechanical System Maint. Sup	3,000.00	37.68	1,222.40	1,777.60	59%
20216200	Painting Supplies	1,500.00		898.44	601.56	40%
20216700	Plumbing Maint. Service	1,000.00		300.00	700.00	70%
20216800	Plumbing Maint. Supplies	2,300.00		1,246.29	1,053.71	46%
20218100	Irrigation Service	2,000.00		-	2,000.00	100%
20218200	Irrigation Supplies	16,000.00	581.58	9,561.45	6,438.55	40%
20218500	Permit Charges	4,000.00	877.50	4,952.50	(952.50)	-24%
20219100	Electricity	73,000.00	6,174.12	67,205.38	5,794.62	8%
20219200	Natural Gas / LPG/ Fuel Oil	40,000.00	5,051.52	25,286.15	14,713.85	37%
20219300	Refuse Collection / Disposal Service	23,000.00	1,709.41	19,861.97	3,138.03	14%
20219500	Sewage Disposal Service	14,200.00	1,185.09	14,371.91	(171.91)	-1%
20219700	Telephone System	1,000.00		-	1,000.00	100%
20219800	Water	66,000.00	6,334.60	61,159.75	4,840.25	7%
20219900	Telephone System Maintenance	1,500.00		666.00	834.00	56%
20220500	Auto Maintenance Service	4,000.00	134.98	2,273.81	1,726.19	43%
20220600	Auto Maintenance Supplies	5,300.00	447.42	3,785.51	1,514.49	29%
20221200	Construction Equip. Maint. Sup.	500.00		-	500.00	100%
20222600	Expendable Tools	2,500.00		1,478.29	1,021.71	41%
20223600	Fuel & Lubricants	24,000.00	2,161.26	20,328.03	3,671.97	15%
20227500	Rent/Lease Equipment	3,500.00	95.19	1,511.71	1,988.29	57%
20228100	Shop Equip. Maint. Service	1,500.00	196.67	1,442.87	57.13	4%
20228200	Shop Equip. Maint. Supplies	7,500.00	939.55	8,350.83	(850.83)	-11%
20229100	Other Equip. Maint. Service	1,500.00		1,528.25	(28.25)	-2%
20229200	Other Equip. Maint. Supplies	2,500.00	3,037.54	4,169.48	(1,669.48)	-67%
20231400	Clothing/Personal Supplies	3,500.00	338.50	2,365.94	1,134.06	32%
20232100	Custodial Service	0.00		-	0.00	#DIV/0!
20232200	Custodial Supplies	18,000.00	197.43	16,729.19	1,270.81	7%
20250500	Accounting Services	3,400.00		3,452.80	(52.80)	-2%
20252500	Engineering Services	15,100.00		14,773.22	326.78	2%
20253100	Legal Services	10,000.00		-	10,000.00	100%
20257100	Security Services	26,000.00	5,025.00	17,337.22	8,662.78	33%
20259100	Other Professional Services	38,000.00	281.00	11,419.68	26,580.32	70%

Account Number	Expenditure Account	Budgeted 2023/2024	Current Expenditure	Expenditures to Date	Funds Available	% Left
20289800	Other Operating Expenses Sup.	17,500.00	483.81	2,309.77	15,190.23	87%
	SUB-TOTAL	623,600.00	49,176.93	413,232.43	210,367.57	34%
3000	OTHER CHARGES					
30321000	Interest Expense	0.00		-	0.00	0%
30322000	Bond/Loan Redemption	0.00		-	0.00	0%
30345000	Taxes/Licenses/Assess Trans	1,300.00		1,100.84	199.16	15%
	SUB-TOTAL	1,300.00	-	1,100.84	199.16	15%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	474,000.00	37,830.07	409,078.96	64,921.04	14%
43430300	Equipment	95,000.00		-	95,000.00	100%
	SUB-TOTAL	569,000.00	37,830.07	409,078.96	159,921.04	0%
	GRAND TOTAL	1,193,900.00	87,007.00	823,412.23	370,487.77	31%

**ORANGEVALE RECREATION AND PARK DISTRICT - KENENTH GROVE ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2023/2024
JUNE 2024**

Account Number	Expenditure Account	Budgeted 2023/2024	Current Expenditures	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
2E+07	Advertise/Legal Notices	400.00		-	400.00	100%
2E+07	Office Supplies	100.00		20.00	80.00	80%
2E+07	Signs	50.00		-	50.00	100%
2E+07	Agricultural/Horticultural Service	500.00	1,050.00	1,050.00	(550.00)	-110%
2E+07	Agricultural/Horticultural Supplies	80.00		-	80.00	100%
2E+07	Water	750.00	46.60	672.33	77.67	10%
2E+07	Fuel & Lubricants	1,200.00	114.76	1,085.23	114.77	10%
2E+07	Accounting Services	650.00		665.60	(15.60)	-2%
2E+07	Engineering Services	1,000.00		1,000.00	0.00	0%
2E+07	Legal Services	100.00		-	100.00	100%
2E+07	Transcribing Services	0.00		-	0.00	
2E+07	Other Professional Services	400.00		-	400.00	100%
2E+07	Other Operating Exp - Services	400.00		-	400.00	100%
2E+07	COMPASS Costs	100.00		-	100.00	100%
2E+07	GS Parking Charges	0.00		-	0.00	
	SUB-TOTAL	5,730.00	1,211.36	4,493.16	1,236.84	22%
4000	FIXED ASSETS					
4.2E+07	Struc. & Improvements	0.00		-	0.00	0%
	SUB-TOTAL	0.00	-	-	0.00	0%
	GRAND TOTAL	5,730.00	1,211.36	4,493.16	1,236.84	22%

STAFF REPORT



DATE: 07-18-24
TO: Board of Directors
FROM: Becky Herz, District Administrator
SUBJECT: **MONTHLY ACTIVITY REPORT – JUNE 2024**

ADMINISTRATION

- On June 3, Admin Herz and Superintendent Oropeza attended a field-stripping demo with members of Fair Oaks RPD staff.
- On June 4, Admin Herz and Supervisor Bain attended an on-line meeting with Jon Isom.
- On June 5-7, Admin Herz and Superintendent Von Aesch attended the CPRS Financial Sustainability Certification course.
- On June 5-7, the Aquatics staff participated in annual pre-season training.
- On June 5 & 6, the Rec'ing Crew Staff participated in annual pre-season training.
- On June 6, many Full-time and Part-time staff attended a group training on harassment prevention.
- On June 8, the Orangevale Community Pool opened for the season.
- On June 10, Admin Herz participated in an on-line meeting with MTW.
- On June 10, Admin Herz hosted an on-line NRPA meeting for the EiP Quick Guide projects.
- On June 11, Admin Herz attended the CAPRI webinar "Being your District's Superhero" to review CAPRI Insurance Requirements.
- On June 11, Admin Herz attended the Kiwanis Club of Orangevale – Fair Oaks Meeting.
- On June 13, Admin Herz, Superintendent Von Aesch, and Supervisor Bain attended a virtual meeting about the GO Bond.
- On June 14-16, OVparks hosted the Orangevale Summer Palooza.
- On June 18, Admin Herz meet with MTW.
- On June 21, Admin Herz attended Orangevale Rotary Meeting.
- On June 25, Admin Herz and Supervisor Bain attended a virtual meeting with "Rec".
- On June 26, Admin Herz participated in an on-line meeting with Michels Pacific Energy Inc. to discuss a possible land-use permit.
- On June 28, Admin Herz submitted the GO Bond documents to the County.
- On June 28 & 29, OVparks hosted the Valkyrie Theatre Company's performances of Madagascar as part of their summer camp program.
- On June 29, Admin Herz and Superintendent Oropeza attended the Orangevale Rotary Demotion event.
- On June 30, members of the Aquatics staff participated in the Northern California Aquatics Management Assoc. (NCAMA) Annual Water Polo Tournament.

RECREATION Monthly Report: June 2024

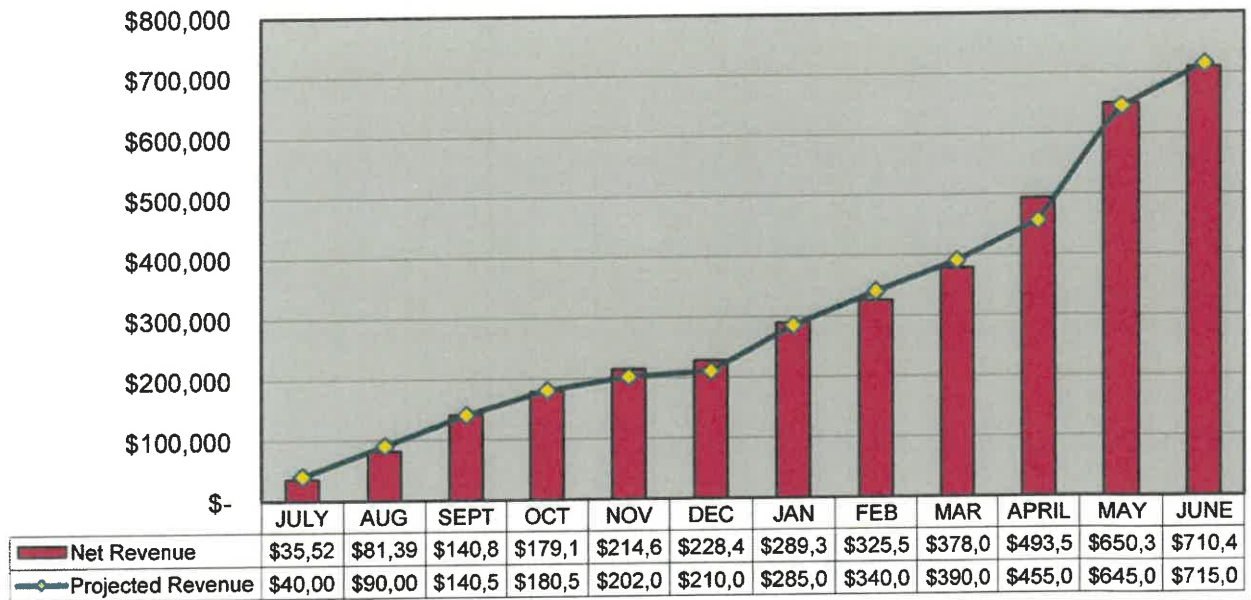
June	Enrollment	Attendance	Gross Revenue
Active Adults			
Bridge	39		\$ 78.00
Informational Seminar		4	
Mid Day Movie		7	
M.O.V.E. Bingo		14	
Active Adults Sub Total	39	21	\$ 78.00
Aquatics			
Full Moon & Sunset Paddle	2		\$ 178.00
Junior kayaking	2		\$ 450.00
Swim Lessons Session 1	300		\$ 21,430.00
Swim Lessons Session 2	292		\$ 21,444.00
Water Polo	9		\$ 855.00
	605	0	\$ 44,357.00
Classes			
Artist Studio	19		\$ 1,083.00
Internet Drivers Education	5		\$ 145.00
Kids Cooking Series	15		\$ 525.00
Madagascar Performance	311		\$ 4,650.00
Junior Leader Program	15		\$ 1,500.00
RTI - Babysitting CPR	3		\$ 105.00
RTI - Child and Babysitting safety	3		\$ 180.00
Valkyrie Theater Company	28		\$ 10,500.00
Ukulele Fretters	25		\$ 25.00
Classes Sub Total	424	0	\$ 18,713.00
Day Camp			
Session 1	74		\$ 13,672.00
Session 2	76		\$ 14,464.00
Session 3	111		\$ 24,618.00
Day Camp Sub Total	261	0	\$ 52,754.00
Sports & Fitness			
Aikido - Family Training	2		\$ 185.00
Aikido - Teen/Adult	6		\$ 938.00
Aikido - Youth	2		\$ 190.00
Chen Tai-Chi Chuan	8		\$ 400.00
Gymnastics - Parent Participation	3		\$ 315.00
NAofA All Sports Camp	8		\$ 1,320.00
NAofA Flag Football	8		\$ 1,320.00
Pickleball 101	8		\$ 480.00
Pilates Reformer	4		\$ 320.00
Shotokan Karate Grange Karate	5		\$ 1,250.00
Shotokan Youth Center Karate	5		\$ 1,250.00
Shotokan Preschool Karate	2		\$ 470.00

Skyhawks Soccer	10		\$	1,588.00
Skyhawks Track & Field	7		\$	1,183.00
Turns n Tumble Baby Ballet	7		\$	308.00
Turns n Tumble Pre Ballet	13		\$	572.00
Top Notch Basketball	82		\$	7,750.00
Zumbini	7		\$	210.00
Sports & Fitness Sub Total	187	0	\$	20,049.00
Trips				
Day Trips New Places of San Francisco	15		\$	1,725.00
Trips Sub Total	15	0	\$	1,725.00
GRAND TOTAL	1531	21	\$	137,676.00

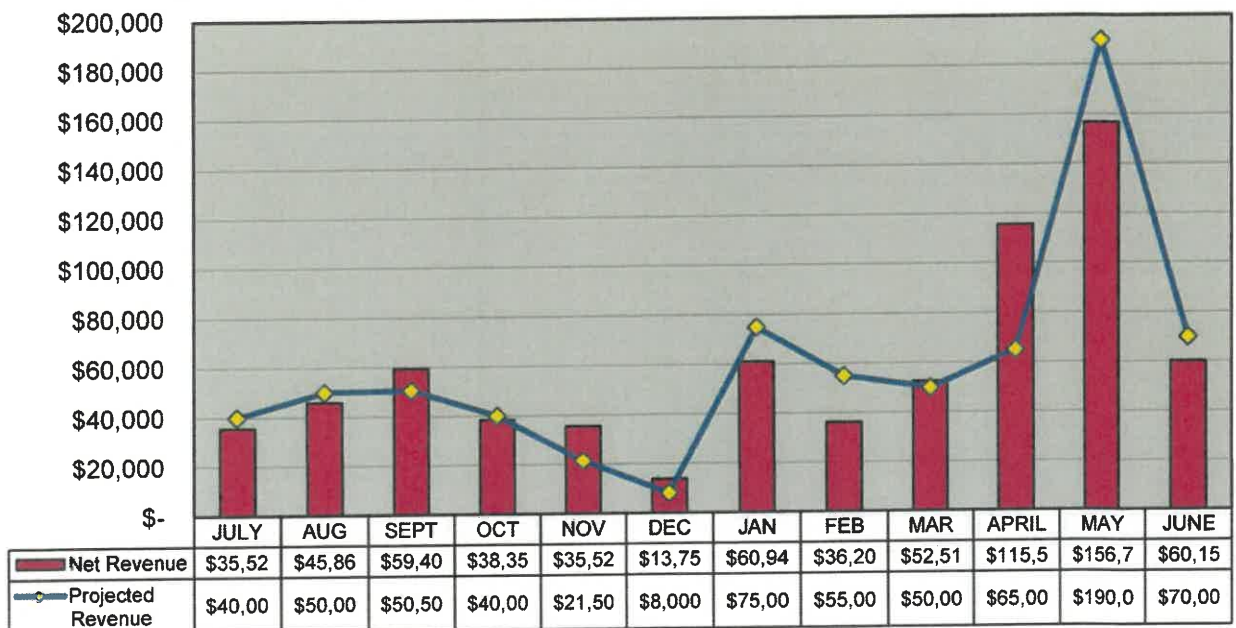
June Gross Revenue Recap -

June OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$60,156 which is \$9,844 under the projected amount. June recreation revenue came in at \$48,940 which is \$11,060 under the projected amount. The June facility revenue came in at \$11,216 which is \$1,216 above the projected amount. *Please note the revenue referenced here includes prepayments for future programs while the revenue figures listed in the chart above represent revenue attributed to programs occurring in June.*

2023-2024 ORPD Recreation & Facility Revenue Net vs Projected - Monthly Cumulative View



2023-2024 ORPD Recreation & Facility Revenue Net vs projected - Monthly View



PARKS Monthly Report: JUNE 2024

Park Infrastructure

- Staff continues conducting monthly playground inspections and makes repairs on site as needed.
 - Staff installed a new climber apparatus at Orangevale Community Park large playground and replaced two swing seats.
- Staff replaced 5 pool light bulbs and gaskets from the Orangevale Community Pool.
- Staff removed what appeared to be 3 homeless encampments from Sundance and Pecan Park.
- Graffiti was removed from Sundance and Horse Arena Park by staff.

Mechanics

- Staff continues to conduct basic maintenance to small engine equipment and mowers.
 - The edger guards was replaced.
 - The carburetor was replaced on an echo string trimmer.
- Oil change was done on the two Ford F150s.

Park Irrigation

- Staff fixed a water leak in the horse arena women's restroom.
- Staff fixed the valve to the drinking fountain at Norma Hamelin Park.
- Staff worked and repaired a drinking fountain inside the dog park at Pecan Park
- Staff replaced or repaired multiple sprinklers at various parks of the district.
- Nelson has been hand watering all newly planted trees.

Park Grounds

- Staff continues ongoing maintenance at all parks and trails (restrooms, trash, mowing, edging & blowing).
- Staff cut two fallen large trees at Disk Golf Course near Hole 4 and 10.
- Staff pruned several trees at various parks of the district.

Other Items

- Staff backfilled the area around the recently installed hole 1 T pad.
- Staff worked with Lisa Montes in preparation for the Summer Palooza Town Fair.

Fulton-El Camino Park District Police Department
Monthly activity report for: Orangevale Recreation and Park District
Reporting Period: June 1-30, 2024

Almond Park

Calls For Service	06/17/24	11:30	5150 – subject transported to hospital by fire prior to arrival
Calls For Service	06/17/24	17:55	Patron check reported - unfounded
Parking Citation	06/18/24	18:12	4000(a) No current registration

Norma Hamlin Park

No issues to report.

Off Property

No issues to report.

OV Community Center

No issues to report.

OV Community Park

Parking Citation	06/09/24	13:53	4000(a) No current registration
Parking Citation	06/16/24	15:10	4000(a) No current registration
Parking Citation	06/17/24	12:20	4000(a)/5204(a) No current registration/tabs not displayed
Warning	06/17/24	12:30	Dog off leash
Parking Citation	06/18/24	18:59	4000(a) No current registration
Warning	06/18/24	19:31	9.36.061(a)(4)
Calls For Service	06/19/24	19:27	Injured bicyclist for med aid - founded
Calls For Service	05/26/24	19:45	3-yr-old child unattended in park – SSO first to respond
Warning	05/29/24	19:25	9.36.063(b)

OV Community Park (Disc Golf)

No issues to report.

Palisades Park

No issues to report.

Pecan Park

Parking Citation	06/18/24	19:28	4000(a) No current registration
Parking Citation	06/18/24	19:32	4000(a) No current registration
Warning	06/30/24	15:00	4000(a)(1)cc Expired registration

Streng Park

No issues to report

Sundance Park

No issues to report

Youth Center Park

No issues to report

OvParks Photos of Interest: June 2024

Skyhawks Track and Field Summer Camp



Pool Opening on June 8



OvParks Booth At Summer Palooza



National Academy of Athletics Football Camp



New Climber at Orangevale Community Park



Beginner Swim Lessons



Rec'ing Crew – Petting Zoom Visit



OVparks at NCAMA Water Polo Tournament



STAFF REPORT



DATE: 7-18-24
TO: Board of Directors
FROM: Becky Herz, District Administrator
SUBJECT: **APPROVE THE LETTER OF ENGAGEMENT FROM AUDITOR LARRY BAIN FOR THE FISCAL YEAR 2023/24 AUDIT IN THE AMOUNT NOT TO EXCEED \$10,900**

RECOMMENDATION

Approve the Letter of Engagement from auditor Larry Bain for the Fiscal 2023/24 Audit in the amount not to exceed \$10,900.

BACKGROUND

Larry Bain has served as the District's auditor for several years and has submitted a letter of engagement to conduct the Fiscal 2023/24 Audit in the amount not to exceed \$10,900. The "not to exceed" threshold has increased by approximately \$500 from the previous year.

The services to be provided include audit of financial statements, each major fund, and the aggregate fund balance. The audit will meet required governmental standards, and will provide the Board a full report by January 2025.

RECOMMENDED MOTION

I move we approve the letter of engagement from auditor Larry Bain for the Fiscal Year 2023/24 Audit in the amount not to exceed \$10,900 and authorize the District Administrator to sign the service agreement.

LARRY BAIN, CPA

AN ACCOUNTING CORPORATION

2148 Frascati Drive, El Dorado Hills, CA 95762 / (916)601-8894

lpbain@sbcglobal.net

July 17, 2024

Board of Directors and Management
Orangevale Recreation and Park District
Orangevale, CA

We are pleased to confirm our understanding of the services we are to provide Orangevale Recreation and Park District for the fiscal year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Orangevale Recreation and Park District as of and for the fiscal year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Orangevale Recreation and Park District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Orangevale Recreation and Park District's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

- 1) Budget to actual schedule
- 2) Pension trend information

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Orangevale Recreation and Park District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements of Orangevale Recreation and Park District in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial

statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Larry Bain, CPA, An Accounting Corporation and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Controller's Office or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Larry Bain, CPA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to State Controller's Office or its designee. The State Controller or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Larry Bain, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on October 16, 2024, and to issue our report no later than January 2025.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$10,900. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of Orangevale Recreation and Park District's financial statements. Our report will be addressed to management and those charged with governance of Orangevale Recreation and Park District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Orangevale Recreation and Park District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Larry Bain, CPA
An Accounting Corporation

RESPONSE:

This letter correctly sets forth the understanding of Orangevale Recreation and Park District.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

STAFF REPORT



DATE: 7-18-24
TO: Board of Directors
FROM: Becky Herz, District Administrator
SUBJECT: **AWARD THE COMMUNITY CENTER PARK – PARKING LOT CONNECTION PROJECT TO THE QUALIFIED CONTRACTOR WITH THE LOWEST REponsive QUOTE**

RECOMMENDATION

Award the Community Center Park – Parking Lot Connection Project to the qualified contractor with the lowest responsive quote.

BACKGROUND

The Board of Directors declared a Request for Proposals for the Community Center Park – Parking Lot Connection Project. Eleven contractors attended the mandatory pre-bid meeting at the jobsite on July 8, 2024. Interested contractors had until 10:00am on Thursday, July 18, 2024, to submit their formal bids.

The results of the July 18, 2024, bid opening will be presented at the Board of Directors Meeting.

RECOMMENDED MOTIONS

I move we award the Community Center Park – Parking Lot Connection Project to _____, the qualified contractor with the lowest responsive quote and direct the District Administrator to prepare and finalize contract documents and begin the project on the soonest available date;

Optional: And we direct the District Administrator to include add alt #1 in the contracted work of the Community Center Park – Parking Lot Connection Project.

STAFF REPORT



DATE: 7-18-24
TO: Board of Directors
FROM: Becky Herz, District Administrator
SUBJECT: **AWARD THE COMMUNITY CENTER PARK – PATHWAYS & TRAILS PROJECT TO THE QUALIFIED CONTRACTOR WITH THE LOWEST RESPONSIVE QUOTE.**

RECOMMENDATION

Award the Community Center Park – Pathways & Trails Project to the qualified contractor with the lowest responsive quote.

BACKGROUND

The Board of Directors declared a Request for Proposals for the Community Center Park – Pathways & Trails Project. Thirteen contractors attended the mandatory pre-bid meeting at the jobsite on July 8, 2024. Interested contractors had until 10:00am on Thursday, July 18, 2024 to submit their formal bids.

The results of the July 18, 2024, bid opening will be presented at the Board of Directors Meeting.

RECOMMENDED MOTIONS

I move we award the Community Center Park – Pathways & Trails Project to _____, the qualified contractor with the lowest responsive quote and direct the District Administrator to prepare and finalize contract documents and begin the project on the soonest available date;

Optional: And we direct the District Administrator to include add alt(s) # _____ in the contracted work of the Community Center Park – Pathways & Trails Project.

STAFF REPORT



DATE: 7-18-24
TO: Board of Directors
FROM: Becky Herz, District Administrator
SUBJECT: **APPROVAL OF THE RETROFIT DESIGN FOR THE SMALL PLAYGROUND AT ORANGEVALE COMMUNITY PARK**

RECOMMENDATION

Review and approve the retrofit design for the small playground at Orangevale Community Park.

BACKGROUND

At the Orangevale Recreation & Park District's Board of Directors Meeting on May 16, 2024, the Board authorize the District Administrator to begin the planning process to have Miracle Playsystems retrofit the small playground at Orangevale Community Park.

The District held three community outreach events, and compiled information about the most-preferred playground amenities. Staff then worked with Miracle Playsystems, who utilized the base design selected on May 16th, to create a playground retrofit design that incorporated community preference into a comprehensive playground system.

The proposed design will be presented at the July 18, 2024 Board of Director's Meeting.

RECOMMENDED MOTION

I move we approve to retrofit design for the small playground at Orangevale Community Park and authorize the District Administrator to enter into a contract with Miracle Playsystems for materials and installation of the playground for the amount of \$_____.

STAFF REPORT



DATE: 7-18-24
TO: Board of Directors
FROM: Becky Herz, District Administrator
SUBJECT: **RATIFICATION OF THE SPECIAL USE FACILITY PERMIT AGREEMENT WITH MICHELS PACIFIC ENERGY INC. AT ORANGEVALE COMMUNITY CENTER PARK**

RECOMMENDATION

Ratify the Special Use Facility Permit Agreement with Michels Pacific Energy Inc. at Orangevale Community Center Park.

BACKGROUND

Michels Pacific Energy Inc. approached the District in late June with the prospect of utilizing a portion of the Orangevale Community Center Park at 6930 Hazel Avenue for the PG&E North Zone Digs Project from July 12, 2024, through September 12, 2024, for the proposed rental fee of \$3,800 per month. Whereas the signing timeline for the contract did not coincide with the Orangevale Recreation & Park District Board of Directors Meeting schedule, the District Administrator conferred with both Chair of the Board Mike Stikney and the District's legal counsel to verify that formal ratification of the Permit Agreement post implementation is acceptable, per District policy.

After consulting with the Chair of the Board, the District Administrator confirmed that the contract designated agreed-upon area, specified that use of the 6930 Hazel property entrance, and was reviewed by legal counsel. She then executed the contract on behalf of the District on July 11, 2024.

RECOMMENDED MOTION

I move we ratify the Special Use Facility Permit Agreement with Michels Pacific Energy Inc., signed and executed by the District Administrator on July 11, 2024.

ATTACHMENT

Permit Agreement between Orangevale Recreation & Park District and Michels Pacific Energy Inc.

RT

PERMIT AGREEMENT

This Agreement is made and entered into as of July 09, 2024, by and between Orangevale Recreation and Park District, a recreation and park district formed pursuant to California Public Resources Code Section 5780, et seq., a political subdivision of the State of California located in Sacramento County, hereinafter referred to as the “**District**”, and Michels Pacific Energy Inc , hereinafter referred to as the “**Permittee**”.

RECITALS

WHEREAS, the District is the owner of certain real property located in the County of Sacramento, State of California known as Orangevale Community Center Park located at 6930 Hazel Ave, Orangevale, California, hereinafter referred to as the “**Property**”; and

WHEREAS, Permittee desires to use the Property for the PG&E North Zone Digs projects from July 12, 2024 to September 12, 2024

WHEREAS, District finds it is in the public interest to enter into this Permit Agreement with Permittee for the use of the Property.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

SCOPE OF PERMIT AND USE OF PROPERTY

1. District agrees to grant Permittee the non-exclusive right to use the Property for A show up site, which may include such activities as: equipment and material storage, crew show-up site, safety meetings, parking, equipment storage, and ancillary uses thereto. Permittee shall also have exclusive use of the areas of the Property outlined in the provided map for Use of Facilities attached hereto as Exhibit A and incorporated herein by this reference. The area designated for Permittee’s exclusive use is defined as the “**Premises**”. Permittee shall have the right to impose reasonable rules and regulations to be observed by the public to ensure the safety of the participants at said staging area. The Permittee shall have the right to install temporary fencing with privacy panels on the Property as deemed necessary and discussed prior and provide their own security. The temporary fencing will be installed at locations and for durations specified in this agreement, all fencing will be removed at the end of the agreement. Permittee agrees to comply with all District rules, regulations, and policies with respect to the use of the Property. Permittee agrees to fence the Premises and provide their own security. Permittee is authorized to begin setup on July 13, 2024, and is required to complete site take-down and cleanup by the lease end date. Permittee is required to coordinate all activities with the District. Permittee agrees that the security deposit will be forfeited if Permittee fails to complete all cleanup of the Property by the lease end date.

Permittee will be required to utilize the entrance/exit at 6930 Hazel for vehicle and equipment access. Permittee will NOT utilize the entrance of 6826 Hazel Ave.

Under no circumstances shall Permittee have an open fire (wood fire, bonfire,

campfire) on District property unless specifically authorized by the District in writing. In the event an open fire is made, Permittee shall cause the person and/or persons responsible to leave the Property immediately. Permittee shall assume responsibility for any and all injuries and/or damages which occurs and/or arises from the activities authorized under this Paragraph. District shall not assume any liability to Permittee, and/or any other person as a result of the activities authorized by this Paragraph. Permittee shall be responsible for notifying any and all exhibitors, concessionaires, agents and/or officials that District shall have no liability for any and all injuries and/or damages which occur on the Property. Permittee shall require any person wanting to utilize the Property for camping purposes as authorized by this paragraph to sign a waiver in the form to be provided by District, the original of which shall be provided to District. Permittee understands and agrees that it assumes any and all liability for any personal injury and/or damages resulting from the use of the Property as provided for herein.

Permittee understands that members of the public frequently use Orangevale Community Center Park and that the Permit being granted is for both the Property (non-exclusive use) and the Premises (exclusive use). The District agrees to not schedule any events and/or activities on the Premises for the dates of the Permit being granted herein.

Permittee has been informed that there will be two (2) construction projects taking place at Orangevale Community Center Park between 6826 Hazel Ave and 6930 Hazel Ave during the months of August - October 2024. These project, which include relocation of land and dirt on the on the Property. The construction projects will not take place on the Premises.

Permittee agrees and understands that it accepts the Property in an as-is condition and is responsible for inspecting all areas within the Property and immediate surrounding areas for hazards and will take any necessary steps to protect staff/users until corrective/remedial measures are implemented.

Permittee's use of the Property is limited to those purposes and those activities specifically described in this Agreement. This Agreement is to be strictly construed according to its terms and no use of District Property for purposes or activities other than those specified herein is authorized hereby. Failure of Permittee to comply with this condition may result in revocation of this Agreement.

NATURE OF THE INTEREST GRANTED

2. It is specifically understood and agreed by the parties hereto that this Agreement does not convey any right, title, or interest in the Property to the Permittee other than as specifically stated herein for the purpose of using the Property for the Event and other uses stated in the Application. No relationship between the parties is intended to be created by this Agreement other than as specifically stated herein.

FEEES

3. In consideration for the use of the Property as provided for herein, Permittee shall pay to the District a security deposit of two thousand dollars (\$2000.00) (the "Deposit") no later than July 12, 2024, at 12:00 p.m., which Deposit shall be used to reserve the dates and pay for any

damages associated with the terms of this Permit should said damages not be repaired by Permittee. The parties agree that the District can deduct the expense of repairing and/or replacing any property damage, claims and/or any other unpaid sums owed by Permittee under this Agreement from the Deposit with the balance returned to the Permittee within thirty (30) days of the last day of any repairs. Permittee shall forfeit all the Deposit if the facility use is cancelled for a non-COVID reason in accordance with the schedule set forth in Paragraph 4 below. The District shall provide a detailed itemized list of all deductions from the Deposit to the Permittee.

As further consideration for the use of the Property, Permittee shall pay to the District a rental fee of three thousand eight hundred dollars (\$3,800) per month (the “**Rental Fee**”). One month’s payment of \$3,800 to be paid by July 12, 2024, at 12pm and each additional month to be paid by the 10th of the month (Aug 10, Sept 10, Oct 10, etc.). If the property is returned to the same condition as before the rental the deposit will be returned to the Permittee.

CHARGES BY PERMITTEE

4. Permittee shall have the right to limit public access to the Premises. Permittee shall not limit access to any member of the public utilizing the Property except for the Premises.

OBLIGATIONS OF DISTRICT

5. Provided Permittee has paid all fees required under this Agreement, complied with all the requirements and is not in breach thereof, District understands and agrees to do the following:

a. District agrees to provide for the exclusive use of the Premises and non-exclusive use of the Property, including the parking facilities.

b. District shall ensure that at least one (1) staff member will be available within a thirty (30) minute response time to assist with park maintenance emergencies throughout the set-up and for the duration of this Agreement.

c. District shall adjust all irrigation settings for the Property authorized for use by Permittee to accommodate its use of the Property.

OBLIGATIONS OF PERMITTEE

6. Permittee understands and agrees to do the following:

a. Permittee shall attend a pre-rental inspection walk-through which will take place on July 11, 2024 at 10:00AM PST, with the District’s representatives and the post-event inspection walk-through that will take place on at the conclusion of the rental, to determine pre and post event facility conditions and damage.

b. Permittee agrees and understands that it shall reimburse the District for the repair of any area of the Property or its surrounding areas which is damaged or diminished in value by or related to operations or activities under this Permit and shall pay for the District to restore

the area, to the condition existing immediately prior to the commencement of the Permittee's operations under this Permit, excepting normal wear and tear of turf areas. District shall provide an itemized list of any such damages or repairs resulting from the event, within five (5) business days from the rental's final walk-through coordinated at the end of the lease term. Permittee will have the opportunity to make the necessary repairs outlined by the District in a time frame approved by the District.

c. Permittee has provided District with a proposed layout for the fencing for review by the District. Any feedback on the layout for the fencing shall be given no later than July 11, 2024. Permittee agrees to make any modifications and/or revisions to the layout if indicated by the District that such modification and/or revision is necessary for the safety of the public and/or District property and does not materially impair Permittee's use. Any modifications to the layout after approval shall be submitted in writing and approved by District. Permittee shall remain responsible for the layout and ensure the safety of its staff, the public, District employees and property, and District shall not assume any such liability as a result of approving any layout. Permittee shall also provide District with an emergency notification list.

d. Permittee agrees and understands that it has the sole responsibility at all times to be knowledgeable about, fully understand, and to meet or exceed, at its own cost and expense, all local, state and federal codes, laws, policies, and regulations associated with the Event including but not limited to the provisions of the California Department of Alcoholic Beverage Control, Sacramento Metropolitan Fire District, Sacramento County Environmental Management Department, Sacramento County Sheriff's Department, and Sacramento County Health Officer. Permittee shall file copies of all permits (and records of subsequent inspections) with the District at least one (1) week prior to the rental (or within one (1) hour of on-site inspections during the term of this Agreement).

e. Permittee agrees and understands that it shall bear any and all costs, fees, charges, or expense of any and all permits, applications, operations and/or activities under or related to this Permit and the rental, and District shall not be liable and/or responsible for any cost, fee, charge or expense associated therewith.

f. Permittee shall be responsible for providing adequate security for property, vehicles, participants, workers, and equipment, which are staged in the area during the period of this Permit. Permittee's security arrangements and operations has been coordinated and approved by District. Permittee understands and agrees that District's approval of any security plan does not relieve Permittee from any and all liability therefore, and further does not transfer any liability resulting from the Event to District.

g. Permittee shall be responsible for furnishing sufficient personnel and equipment for traffic and crowd control and comply with any and all laws, rules and regulations that are applicable thereto.

h. Permittee understands the restrooms located on the Property are designated for public use and will not be opened outside of regular hours of operation.

i. Permittee shall ensure that all designated fire access and gates remain clear and accessible throughout the Event and use of the Property by Permittee.

j. Permittee understands and agrees that all costs, fees, charges and expenses related to or incurred as a result of the use of the Property by the Permittee, and, any and all costs, fees, charges and expenses related to or incurred for emergency services as a result of the rental which are provided by District, the County of Sacramento or other public safety agencies; and, all costs, fees, charges and expenses related to or incurred as a result of the exercise of District's right and commitment to construct, maintain and remove temporary facilities shall be borne solely by the Permittee.

k. Permittee shall pay, and hold District and its property free and harmless from, any and all of the following: (a) charges and fees for the furnishing of utilities (existing electricity excepted) to the Event during the term of this Agreement; (b) all sales and use taxes levied on transactions at the Event; (c) all taxes, assessments and other charges, if any, levied or imposed by any governmental entity on any personal property placed by Permittee in, on or about the Property; and (d) all real property taxes, assessments and standby charges, if any, levied or assessed against the Property by a governmental entity as a result of Permittee's use and occupation of the Property and/or any taxable possessory interest created by this Agreement. All such fees, charges, taxes, and assessments shall be paid as they become due and payable, but in any event before they become delinquent.

l. Permittee, at its sole cost and expense, shall maintain the Property in good, safe, clean, attractive, and sanitary condition and repair, and shall repair all damage resulting from use of the Property (excepting normal wear and tear of turf areas) by Permittee or Permittee's employees, agents, contractors, concessionaires, guests, or invitees.

m. Permittee acknowledges receipt of a copy of the District's Park Ordinance which specifies the rules and regulations governing use of District Property and facilities. Permittee agrees to comply with the District's Ordinance concerning the activities permitted to be undertaken on District Property and the use thereof as specified in the District's Park Use Ordinance.

n. Permittee agrees that it shall not use the Property in any manner that will constitute a waste, nuisance, or unreasonable annoyance provided that it is mutually understood and agreed that the use for the Event as described in this Agreement and for other uses consistent with such activity will in no event be deemed by the District to violate this prohibition against nuisance and/or unreasonable annoyance.

INDEMNIFICATION

7. This Agreement is made upon the express condition that the District is to be free from any and all liability and claims for damage by reason of any injury to any person or persons, including Permittee, its agents, employees, concessionaires, exhibitors, invitees and/or officials, or by reason of any injury to property of any kind whatsoever, and to whomever belonging, including Permittee, its agents, concessionaires, exhibitors, officials, invitees and employees, from

any cause or causes whatsoever, in, upon or in any way connected with the Property or any use hereunder.

Permittee shall and hereby agrees to defend and indemnify District and save District, its board of directors, officers, employees and agents harmless from and against all claims, liability, losses, damages, expenses, causes of action, suits or judgments, together with any and all costs or expenses connected with the investigation or defense thereof, including legal fees, by reason of or resulting from: (a) the use, operation, condition, or management of the Property, the Event and/or any temporary structures constructed on the Property; (b) the performance of, or failure to perform any obligations of this Agreement by Permittee, or any concessionaire, exhibitor, official, agent or employee of Permittee; (c) any alleged negligent act or omission of Permittee, or Permittee's employees, concessionaires, exhibitors, officials, invitees, agents, or contractors in connection with any acts performed or required to be performed by Permittee pursuant to this Agreement; and (d) the construction or installation of any temporary structures on the Property. This indemnification shall not apply to the extent that any claim is adjudicated as arising from the sole negligence or willful misconduct of District, its officers, directors, agents, or employees.

It is understood and agreed that the indemnification obligations created by this Agreement shall survive the termination of the Agreement.

INSURANCE

8. Permittee shall carry and maintain during the life of this Agreement such public liability, property damage, and contractual liability insurance, as well as fire and Worker's Compensation insurance as specified below:

a. Public liability, property damage and contractual liability insurance. Permittee agrees that it shall, at all times during the term of this Agreement, furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards in the minimum amount of not less than \$1,000,000.00 for personal injuries as a result of any one occurrence on account of liability and a limit of not less than \$500,000.00 for property damage.

The public liability and property damage insurance furnished by Permittee shall also name the District as an additional insured and shall directly protect, as well as provide for the defense of the District, its officers, agents and employees, as well as Permittee, and Permittee's subcontractors, suppliers, agents, invitees, concessionaires, exhibitors, officials and employees, from all suits, actions, damages, losses or claims of every type or description to which they may be subjected by reason of, or resulting from Permittee's operations on the Property pursuant to this Agreement and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Permittee. Said insurance shall also specify that it acts as primary insurance. Said insurance shall also insure performance by Permittee of the indemnity provisions of this Agreement.

Permittee further agrees that it will, at all times during the term of this Agreement, at its own cost and expense, obtain and keep in full force and effect naming both Permittee and District as insureds thereunder, fire, windstorm and extended coverage insurance in

an amount equal to the actual replacement cost of all of Permittee's personal property and equipment utilized by Permittee in utilizing the Property pursuant to this Agreement.

b. **Worker's Compensation Insurance:** Permittee shall carry full worker's compensation insurance coverage for all persons employed, either directly or through contractors, in utilizing the Property as contemplated by this Agreement, in accordance with the Worker's Compensation Act contained in the Labor Code of the State of California.

By execution of this Agreement, Permittee certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code. I will comply with such provisions before commencing the performance of the work of this contract.

As part of the execution of this Agreement, Permittee agrees to furnish to the District a certificate of insurance evidencing that it has taken out for public liability, property damage and worker's compensation insurance set forth above for the period covered by this Agreement, or a certificate of such insurance. All insurance is to be placed with insurers with a current A.M. Best rating A:VII or better unless otherwise accepted in writing by District. Said certificates of insurance shall be furnished to the District prior to commencing the services contemplated by this Agreement. Each certificate of insurance shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District shall have received written notification of such a cancellation or reduction.

Should Permittee fail to obtain and keep in force the insurance coverage hereinabove required, the District shall have the right to cancel and terminate this Agreement forthwith and without regard to any other provisions of this Agreement.

ASSIGNMENT OF AGREEMENT

9. Permittee shall have no right, authority, or power to assign, sell or transfer this Agreement, or any right or privilege arising under this Agreement. Permittee agrees that it shall have no right, authority, or power to allow or permit any other person or party to have any interest in or use any portion of the District's facilities and/or the Property. However, Permittee may allow concessionaires to enter upon the Property for the performance of functions and services within the scope of the uses allowed to Permittee under the provisions of this Permit. To avoid uncontrolled vending of merchandise during the period of this Permit, only those tenants having an agreement with the District, and concessionaires, exhibitors and salespersons having written agreements with Permittee, shall be allowed to sell to the public on the Property.

DEFAULT

10. The occurrence of any of the following events, may, at District's election, constitute

a default by Permittee under the terms of this Agreement:

a. Failure to abide by any and all laws, rules and regulations of the District, County of Sacramento, Sacramento Metropolitan Fire District, and/or any other regulatory agencies regarding the use and operation of the Property and other District facilities,

b. The issuance of an injunction by any court of competent jurisdiction restraining the use of the site for any of the purposes for which Permittee or the District is authorized;

c. The filing by Permittee of a voluntary petition in bankruptcy or institution of proceedings in bankruptcy against Permittee and/or the adjudication of Permittee as being bankrupt pursuant to such bankruptcy proceedings;

d. The appointment of a receiver of Permittee's assets, which results in a liquidation of Permittee's business;

e. The general assignment of this Permit by Permittee for the benefit of creditors;

f. Failure to perform any provision of this Agreement, including the failure to maintain the insurance required by the terms of this Agreement.

In the event of any such default, the District shall have the following rights and remedies, in addition to any rights and remedies now or hereafter provided by law. All such remedies are cumulative and may be exercised concurrently or separately.

Upon default by Permittee, the District can terminate the right of Permittee to possession of its facilities at any time. Upon termination, Permittee shall immediately surrender and vacate District facilities occupied by it. The District may immediately reenter and take possession of the Property. Termination of the Agreement under this paragraph shall not relieve Permittee from its obligations to indemnify the District as set forth above.

HAZARDOUS SUBSTANCES

11. Permittee shall not place and/or utilize any hazardous substances on the Property unless authorized to do so by the District. Pursuant to Health and Safety Code section 25359.7, Permittee shall notify District in writing within a reasonable time of any material release of hazardous substances and of any hazardous substances that have come to be located on or beneath the site.

12. Prior to the expiration of this Permit, Permittee shall at its sole expense remove all items of personal property, including but not limited to all flammable and hazardous materials and wastes as defined by state or federal law at the time of expiration of the Permit.

13. Permittee shall make available for inspection to the District all records relating to the maintenance, release, mitigation, and cleanup of any hazardous substances on the leased premises.

14. Permittee shall comply with all federal, state, and local laws and regulations relating to hazardous materials and wastes and shall timely comply with the orders of any governmental agencies relating thereto.

15. District, and its authorized employees, officers and agents, and local law enforcement personnel shall have the right to enter the property at any time to inspect the premises.

CANCELLATION BY PERMITTEE

16. Permittee may cancel this Permit and terminate all its obligations at any time subsequent to the commencement of the term upon the breach of District of, or its failure to perform, any of the covenants or agreements contained in this Permit and the failure of District to remedy any breach for a period of five (5) days after receipt of written notice from Permittee of the existence of such breach. District shall not be considered to be in breach of this Agreement during any period of major construction activity on the Property site taking more than fifteen (15) days to complete if District can institute temporary measures to lessen the effect of such construction on the Permittee.

INCLEMENT WEATHER POLICY

17. Intentionally Omitted.

NOTICE

18. Service of Notice.

Any notice to or demand upon Permittee or District required or permitted to be made under the provisions of this Agreement or any provisions of law, shall be given or made by registered mail, postage prepaid and addressed as follows until changed:

Becky Herz, District Administrator
Orangevale Recreation & Park District
6826 Hazel Avenue
Orangevale, CA 95662
916.988.4347 Office
becky@ovparks.com

Rebecca Turley
Associate Project Manager
Michels Pacific Energy, Inc.
9245 Laguna Spring Dr Unit 320
Elk Grove, CA 95758

916.667.9223 Office
rturley@michels.us

W. Dirk Hausmann
Senior Real Estate Manager
Michels Corporation
817 Main Street
PO Box 128
Brownsville, WI 53006
Phone (920) 924-8732
whausman@michels.us

NEGATION OF PARTNERSHIP

19. Permittee shall not become or be deemed a partner or in joint venture with District by reason of the provisions of this Agreement.

WAIVER

20. The failure or omission by District to terminate this Agreement for any violation of its terms, conditions or agreement shall in no way bar, stop or prevent District from terminating this Agreement therefore, either for such, or for any subsequent violation of any such term, condition, or covenant. The acceptance of any fees hereunder shall not be or be construed to be a waiver of any breach of any term, covenant, or condition of this Agreement.

MISCELLANEOUS PROVISIONS

21. In the event of any litigation between the parties hereto arising out of this Agreement or in connection with the Property used by Permittee pursuant to the terms of this Agreement, the prevailing party shall be entitled to recover a reasonable sum and as for attorney fees, which shall be added to and become a part of any judgment therein.

22. This instrument contains all the agreements and covenants made between the parties to this Agreement and may not be modified orally or in any other manner than by agreement in writing signed by all the parties to this Agreement or their respective successors or assigns. Any such amendment or modification shall be attached to this Agreement.

23. This Agreement shall be governed by the laws of the State of California. This Agreement constitutes the entire agreement between the parties regarding its subject matter. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

24. This Agreement shall inure to the benefit of and bind any and all successors and assigns of the parties.

25. Both parties represent, covenant and warrant that they have full authority to enter into and execute this Agreement

26. Option to Extend Lease Term: Permittee shall have the option to extend the Lease Term by (1) month at each extension at the expiration of the initial term, at the same monthly rent as previously paid, upon notice and approval from the District.

IN WITNESS WHEREOF, Orangevale Recreation and Park District has caused this Agreement to be executed on its behalf by the chairperson and clerk of its board of directors, and the Permittee has caused this Agreement to be executed on its behalf by its president the day and year first above written.

**ORANGEVALE RECREATION &
PARK DISTRICT**

MICHELS PACIFIC ENERGY INC

DocuSigned by:

By 0C1CD4853ABF4FB...
Becky Herz, District Administrator

DocuSigned by:

By Benjamin Nelson
Benjamin Nelson, President

EXHIBIT A

MPE LAYDOWN SPACE WITH ACCESS ROUTE



07/09/2024 R1