

**ORANGEVALE RECREATION & PARK DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 17, 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 Regular Meeting on September 26, 2024 (pg. 1-10)

7. CORRESPONDENCE

a. Orangevale View Advertisements (pg. 11-12)

b. Letter from Luke Lutsyk regarding basketball at the Orangevale Community Center (pg. 13)

c. Letter from Ana Noll regarding installation of a public restroom at Almond Park (pg. 14)

d. California Association for Park & Recreation Indemnity (CAPRI) 2024 Board of Directors Election Ballot and candidate profile (pg. 15-19)

e. Letter from American Tower Corporation regarding the extension of their cell tower lease (pg. 20)

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 September 2024 (pg. 21)

b. Budget Status Report for September 2024 (pg. 22-24)

c. Revenue Report for September 2024 (pg. 25)

8.2 OLLAD CONSENT MATTERS

a. Ratification of Claims for September 2024 (pg. 26-27)

b. Budget Status Report for September 2024 (pg. 28-29)

8.3 KENNETH GROVE CONSENT MATTERS

a. Ratification of Claims for September 2024 (pg. 30)

b. Budget Status Report for September 2024 (pg. 31)

9. **NON-CONSENT MATTERS GENERAL FUND**
a. Ratification of Claims for September 2024 (pg. 32)

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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. (Proposed Mtg. Tuesday, October 29th at 1:30 p.m. Sundance Park)
- g. Trails Committee – No Report.
- h. Ad Hoc – No Report.

11. **ADMINISTRATOR’S REPORT**

- a. Monthly Activity Report – September 2024 (pg. 33-38)

12. **UNFINISHED BUSINESS**

- a. OCCP Parking Lot Project/Pathways & Trails Project Timeline and Update (verbal)
- b. OCCP HVAC Project Update (verbal)
- c. OCP Playground Update (verbal)
- d. Orange Vale Water Company Exploration of Locating Well Site at Orangevale Community Center Park (verbal)
- e. Electrical Panel Upgrade for the OV History Museum Building (verbal)

13. **NEW BUSINESS**

- a. Approval of Resolution 24-10-733, Approving the Orangevale Recreation & Park District Annual Report and Five-Year Findings Report for the Park Impact Fee Program in Compliance with Government Code Sections 66006 and 66001 (pg. 39-51)
- b. Approval of Agreement for Services with Greg Foell in an amount not to exceed \$10,000 (pg. 52-60)

14. **DIRECTOR’S AND STAFF’S COMMENTS**

15. **ITEMS FOR NEXT AGENDA**

- a. Discussion on Auxiliary Trails at Sundance Park.
- b. Discussion on Brown Act Training Date.

16. **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 September 26, 2024

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on September 26, 2024 at the District Office. Director Stickney called the meeting to order at 6:30 p.m.

Directors present: Stickney, Meraz, Brunberg, Montes, Presinal
Directors absent: None
Staff present: Greg Foell, Interim District Administrator
Jennifer Von Aesch, Finance/HR Superintendent
Horacio Oropeza, Park Superintendent (arrived at 6:37pm)
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 5-0-0 with Directors Stickney, Presinal, Brunberg, Meraz, and Montes voting Aye. There were no Nays or Abstentions.
MOTION #1

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

6. **MINUTES**
 - a) **Approval of minutes of the Regular Meeting of August 15, 2024, 2024 (pg 1-13):** On a motion by Director Brunberg, seconded by Director Stickney, the Regular Meeting minutes for August 15, 2024, were approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Montes, and Presinal voting Aye. There were no Nays or Abstentions.

 - b) **Approval of minutes of the Special Meeting on August 22, 2024 (pg. 14-15):** On a motion by Director Brunberg, seconded by Director Montes, the Special Meeting minutes for August 22, 2024, were approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Montes, and Presinal voting Aye. There were no Nays or Abstentions.
MOTION #3

MOTION #4

- c) Approval of minutes of the Special Meeting on August 30, 2024 (pg. 16-17): On a motion by Director Brunberg, seconded by Director Meraz, the Special Meeting minutes for August 30, 2024, were approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Montes, and Presinal voting Aye. There were no Nays or Abstentions.

7. CORRESPONDENCE

MOTION #7

- a) Confidential envelope – Attorney billing for August 2024
On a motion by Director Brunberg, seconded by Director Meraz, the Attorney billing for August 2024, was approved by a vote of 4-0-1 with Directors Stickney, Presinal, Brunberg, and Meraz voting Aye. There were no Nays. Director Montes abstained.
- b) Orangevale View Advertisements/Article - August 9 & 23, Sept. 13 (pg. 18-21): Admin Foell advised that the advertisement appeared on September 27th. The community article appeared in the September 13th issue of the Orangevale View.
- c) Incident report submitted by Peter Phillips regarding soccer rental on August 31st. (pg. 22) Pete Phillips, a U-19 coach for the Orangevale Youth Soccer Club (OYSC), shared the incident report details. The California Soccer Association has held tournaments on Memorial Day weekend and Labor Day weekend. Both events have encountered problems with the Saturday morning Jazzercise program held in the Activity Building. The Activity Building parking area is blocked to serve as the headquarters, porta-a-potty, food court, and emergency response area. From the start of the soccer season in June, Saturdays are a continuing problem for parking. The OYSC pays a premium facility use agreement fee for use of the Orangevale Community Center fields. OYSC utilizes OVparks facilities exclusively for practices and matches. They prefer to give OVparks the funds rather than another entity to support the Orangevale community. When the Activity Building was constructed, an ADA compliant restroom was to be installed and is included in the field rental use fees. Pete Phillips advised that the outdoor restroom is never open during the practice during the week or game times on Saturdays. Another concern is that the only ADA parking are two spots located in front of the Activity Building entrance. He stated it would be appropriate for one or two more ADA accessible parking spots be allocated closer to the large field. According to the incident report an altercation occurred between one of the Jazzercise participants who was verbal and pushed from behind the Director of the Labor Day soccer tournament. This was witnessed by two parents. A report was not completed as the situation was ultimately resolved. OVparks Park Maintenance staff is responsible for opening the restroom during field rentals on weekends. One or two additional temporary ADA accessible parking spaces utilizing A-frames

near the field may be considered during tournaments. On Tuesdays and Thursday night practices, team participants have to go into the Orangevale Community Center to use the restrooms since the outdoor restroom is locked. Supervisor Bain to reinforce with night host staff that the outdoor restrooms are to be unlocked for field rental usage and then locked when the last staff leaves for the night. This also applies to weekend rentals which Park Supt. Oropeza will emphasize with his park maintenance staff to ensure the outdoor restroom is unlocked for field rentals. Supervisor Bain to address the parking situation with the Jazzercise program. Pete Phillips advised that the restroom floor drain system of the outdoor restroom frequently backs up and flows out the door. OVparks staff will have this looked at and resolved. In addition, the soccer goal posts are apparently being pushed around by the lawn mowers. OYSC always has to move their goal posts back into position after the field has been mowed. These portable aluminum goals, which OYSC purchased, are being broken due to the movement. Supt. Oropeza advised that the goals are utilized and moved by the community. The mowers move the goals sufficiently to mow in the area. Supt. Oropeza to coordinate with OYSC and staff to secure the goals in a permanent spot. Pete Phillips has been coaching with OYSC for thirty-two years. The Board appreciated the input and encouraged communication of any future issues. Pete Phillips advised that the OYSC are in full support of Measure L and has the information summary posted on their website.

- d) CAPRI Election for Board of Directors “At Large” Positions (pg. 23-24): The OVparks BOD will respectfully decline.
- e) The National Recreation and Park Association (NRPA) has published the first two Equity in Practice Quick Guides in which the OVparks policies are featured. Admin. Herz served as the project team lead for both Guides (pg. 25-43): Interim Admin Foell advised that Admin Herz, as project team lead, was instrumental in the publication of these NRPA guides.

8. CONSENT CALENDAR

MOTION #5

- a) On a motion by Director Brunberg, seconded by Director Montes, the consent calendar was approved by a vote of 5-0-0 with Directors Stickney, Presinal, Brunberg, Meraz and Montes, voting Aye. There were no Nays or Abstentions.

8.1. CONSENT MATTERS GENERAL FUND

- a) Ratification of Claims for August 2024 (pg 44-45)
- b) Budget Status Report for August 2024 (pg 46-48)
- c) Revenue Report for August 2024 (pg 49)

8.2. OLLAD CONSENT MATTERS

- a) Ratification of Claims for August 2024 (pg 50-51)
- b) Budget Status Report for August 2024 (pg 52-53)

**8.3. KENNETH GROVE
CONSENT
MATTERS**

- a) Ratification of Claims for August 2024 (pg 54)
- b) Budget Status Report for August 2024 (pg 55)

**9. NON-CONSENT
MATTERS
GENERAL FUND**

MOTION #6

- a) Ratification of Claims for August 2024 (pg. 56)

On a motion by Director Brunberg, seconded by Director Stickney, the Non-Consent Ratification of Claims for August 2024 was approved by a vote of 4-0-1 with Directors Stickney, Meraz, Brunberg, and Presinal voting Aye. There were no Nays. Director Montes abstained.

**10. STANDING
COMMITTEE
REPORTS**

- a) Administration and Finance: No report.
- b) Maintenance and Operation: No report.
- c) Recreation Committee: Committee met on September 5, 2024 at the Community Center. See the meeting recap (pg. 57-58)
- d) Personnel & Policy: No report.
- e) Government: No report.
- f) Planning Committee: No report.
- g) Trails Committee: Trails Committee: No report.
- h) Ad Hoc: No report.

**11. ADMINISTRATOR'S
REPORT**

- a) Monthly Activity Report – August 2024 (pg 59-64): Interim Admin Foell provided the short monthly report. The FEC Police Report will be provided in the next BOD Meeting.

Supt. Von Aesch mentioned that Larry Bain will be at OVparks to conduct the annual audit beginning on October 16th for approximately 2 ½ - 3 days. The audit report will likely be provided at the February 2025 BOD meeting. Open enrollment will occur in October. Medical premiums for 2025 have gone up approximately five percent. A few employees have adjusted their enrollment to single rather than family as their children age out of eligibility which is a significant cost savings for the District.

Supervisor Woodford mentioned the Aging Well Symposium will be held on Saturday, October 5th. This event is offered for seniors as well as their caregivers and loved ones to provide resources and free helpful information with no sales pressure, and wonderful lectures.

Park Supt. Oropeza advised that Park Maintenance staff completed some necessary work prior to the start of the driveway project.

Irrigation improvements are being implemented at the Horse Arena area and the Amphitheater. Drip irrigation has been installed at Hole 18 at Shady Oaks Disc Golf. The standard size of the new tee pads will be 6x12. In reference to the water main repair at the Coleman field, the MOU with SJUSD specifies that OVparks is responsible for maintenance and repair of the water lines in the areas of use at the sport fields used for OVparks rentals or activities. This also applies to Palisades School and Pasteur Middle School fields. The repairs necessary to

0Coleman field from the school renovation have been made by the SJUSD contractor. Additional dirt was brought in and seed will be supplied by the contractor to re-seed the area at Supt. Oropeza's request. SJUSD was very responsive to the repair request.

Recreation Supervisor Jason Bain advised that revenue is slightly low but anticipates an improvement in revenue for September. The OVparks Family Fright Night will be held on Friday, October 11th. All are encouraged to attend in costume. Bow Wow Days will be held on Saturday, September 28th at the Orangevale Community Park.

12. UNFINISHED BUSINESS

- a) OCCP Parking Lot Project/Pathways & Trails Project Timeline and Update (verbal): Supt. Oropeza advised that the project is moving along well. The main road has been completed with paving. The pathway which was raised approximately two feet from original grade, has been completed and grading to prevent erosion and improve safety for community members is in progress. Water runoff will be diverted between the pathway and the new road. The DG pathway, which was moved further down approximately seventy-five feet toward the entrance of Shackleton Woods for optimal grading, is currently being implemented with ADA compliance. The trail area near the pool will be graded to go out toward Shackleton Woods and will continue to where the pool drainage flows. Compaction testing was required and completed on the new driveway/road. The pathway did not require compaction testing. The contractor has been very responsive to any changes or requests. Director Montes suggested that a ribbon cutting be scheduled upon completion of the project. The Orangevale Community Center parking area, the driveway, and the new property parking areas is planned to be resealed in 2025. Park Supt. Oropeza advised that it is recommended to reseat the new pavement on the driveway approximately six months to a year of installation. Interim Admin Foell suggested coordinating the use of the excess dirt from the driveway project with Peter Larimer from MTW to disperse to other areas.
- b) OCCP HVAC Project Update (verbal): Supt. Oropeza advised that the HVAC equipment is expected to be delivered on October

22nd to include three units for the Community Center and a heat pump for Building 2. Upon receipt of the equipment, installation will be scheduled.

- c) OCP Playground Update (verbal): The materials have arrived today and staff is determining the schedule for demolition of the current small playground and installation of the new equipment. This is anticipated to take a total of approximately four days to complete.
- d) Orange Vale Water Company Exploration of Locating Well Site at Orangevale Community Center Park (verbal): Interim Admin Foell advised that his understanding is that the Orange Vale Water Company prefers the proposed well location to be in close proximity to Hazel Avenue for ease of connection with the water line at the street. The initial proposal was \$1,500 monthly in the form of a statement credit for 30 years for a 100-year lease of a ½ acre well site. This would amount to a total payment of \$540,000 for the ½ acre site over a 30-year period. The Orangevale Community Center Park's current water bill is a total of approximately \$1730/month. The future development of the newly acquired park expansion will increase water costs significantly. Items to consider for further discussion:
- OVparks to receive monthly statement credit in perpetuity to continue as long as the well is operational.
 - Discuss the possibility of receiving water from the well to irrigate the park.
 - Consider an escalator of monthly rate tied to water line and water fee increases.
 - Determine what the minimum amount of land would be necessary for the well and if compensation would be reduced based on a smaller footprint.

OVparks staff will continue discussions with Orange Vale Water Company. The BOD voiced concern over the aesthetic appearance of a well in that location and depending on the area required, consider locating the well in the back corner of the new property.

- e) Agreement with SCI to complete five-year Park Development Fee Review & Resolution (verbal): This report provides information on what the District has done with the Park Development Fee funds and what is planned for any remaining funds. The BOD has previously discussed this topic. Blair Aas with SCI Consulting has specified reimbursement of the current Driveway/Pathway development project and associated costs. Additional funds may be allocated to pay toward the loan for the new property purchase. Approval of the draft plan will be

available to review soon and will be added to the October BOD Meeting agenda for approval.

13. NEW BUSINESS

MOTION #8

- a) Approval of the Agreement with Jennifer Claassen, with Clipped In For Life, to Rent Orangevale Community Park for a Sacramento Cyclocross Event on October 11-12, 2024 (pg 65-83)
On a motion by Director Brunberg, seconded by Director Montes, the Agreement with Jennifer Claassen, with Clipped In For Life, to Rent Orangevale Community Park for a Sacramento Cyclocross Event on October 11-12, 2024 was approved by a vote of 5-0-0 with Directors Stickney, Presinal, Brunberg, Meraz and Montes, voting Aye. There were no Nays or Abstentions.

Supt. Oropeza will walk the intended cyclocross route to address any necessary maintenance needs a week prior to the event.

MOTION #9

- b) Approval of the Agreement with All Events Management Group and the Women Veterans Giving, Inc. to hold Orangevale Rural Roots Concert Special Event in Orangevale Community Park on May 10, 2025 (pg 84-98):
On a motion by Director Brunberg, seconded by Director Stickney, the Agreement with All Events Management Group and the Women Veterans Giving, Inc. to hold Orangevale Rural Roots Concert Special Event in Orangevale Community Park on May 10, 2025, was approved by a vote of 4-0-1 with Directors Stickney, Presinal, Brunberg, and Meraz, voting Aye. There were no Nays. Director Montes abstained.

MOTION #10

- c) Approval of the Agreement with All Events Management Group to hold Orangevale Summer Palooza Event in Orangevale Community Park on June 6-8, 2025 (pg. 99-114):
On a motion by Director Brunberg, seconded by Director Meraz, the Agreement with All Events Management Group to hold Orangevale Summer Palooza Event in Orangevale Community Park on June 6-8, 2025, was approved by a vote of 4-0-1 with Directors Stickney, Presinal, Brunberg, and Meraz, voting Aye. There were no Nays. Director Montes abstained.

MOTION #11

- d) Approval of Agreement for Services with Greg Foell (pg. 115-123):
On a motion by Director Montes, seconded by Director Brunberg, the Agreement for Services with Greg Foell, was approved by a vote of 5-0-0 with Directors Stickney, Presinal, Brunberg, Meraz and Montes, voting Aye. There were no Nays or Abstentions.
- e) Request from Cole Evarts for Impact Fee Deferral for Affordable Housing Development in Orangevale (pg. 124-126):
Twenty-nine affordable housing units are to be built on Greenback Lane in Orangevale. The developer is requesting

OVparks defer the developer's payment of park development fees in the amount of \$157,644 for 15 years. OVparks has not deferred park fees for any projects to date. Mike Kelly from Pacific Housing advised that these projects are becoming increasingly difficult to produce due to rising costs. The developer has been awarded state funds which are highly competitive. These funds will enable Sacramento County to provide a twenty-nine unit project with an affordable housing rent structure. Typically, deferral of impact fees are in effect until Certificate of Occupancy which can be one to two years from start of construction. He clarified to the Board that the certificate of occupancy is provided from the building inspector. The certification would apply to all units within each building of the project. These are park development fees, not in lieu fees.

Interim Admin Foell received two examples of deferral agreements from Pacific Housing. One was with Sacramento County in July requiring ten percent down and ninety percent due in thirty-six months. Mike Kelley advised that the majority of the cities have utilized the Certificate of Occupancy, which is a two-page agreement and a short-term deferral. Pacific Housing has always acquired a Certificate of Occupancy in a short time frame for the projects they have completed to date. The state funding awarded stipulates that building permits must be pulled within six months from the award date. Sacramento County (SHRA) is a partner contributing 2.8 million dollars to the project. The Board of Supervisors recommended allocating the long-term fee waivers for the whole project.

The BOD appreciated the information provided on this topic and welcomed any future information which develops. Interim Admin Foell provided the staff report with the recommendation to deny the request to defer the payment of park fees.

No motion was provided

14. DIRECTOR AND STAFF COMMENTS

Interim Admin Foell expressed appreciation to the OVparks Staff for their generosity and support while he fills in as Administrator for a short time

Supervisor Bain advised that the Fall Swim Clinic will end on October 3rd. The Rummage Sale held on Saturday, September 21st went well, and they had nice weather for the event.

Supervisor Woodford advised that the day trips and Collette Travel trips have been going great. Five travelers are currently on an Italy trip with Collette Travel through OVparks. A recent day trip to Lake

Tahoe and today's trip to Red Hawk Casino/Apple Hill provided a wonderful time for all participants.

Finance/HR Supt. Von Aesch shared that Auditor Larry Bain will conduct the annual audit beginning on October 16th.

Parks Supt. Oropeza expressed appreciation to the Parks Maintenance Staff for their hard work keeping up with various projects and irrigation and grounds. The CPRS District II Equipment Expo and Rodeo event was held. OVparks finished the Rodeo in third place with a crew of Nelson Kirk, Glen Ferguson, Keith Breneisen, and Devin Brady and Horacio Oropeza. Roseville finished in first place. Yuba City took second place. The new mower has not been received to date. The irrigation is off at the Orangevale Community Park due to the Bow Wow Days event this weekend as well as due to a water main break near the walkway. Horse Arena, Disc Golf, and Community Park will not have water until this has been repaired.

Director Stickney mentioned that the new trail looks good and will continue to look better with addition of trees and landscaping in the area in the future.

Director Montes expressed excitement about the new driveway connecting the Orangevale Community Center to the adjoining property. She encouraged anyone who hasn't gone to see it to do so. She thanked the OVparks office and maintenance staff for all they do. Bow Wow Days will be held Saturday, September 28th at the Orangevale Community Park from 9am to 1pm. Community members will be there to share information on Measure L. Activity stations for the animals will be on site as well as a reptile station. Several kinds of animals such as llamas, mini horses, rabbits, and cats, will be at the event.

Director Presinal thanked the staff.

Director Brunberg expressed appreciation to the OVparks staff.

15. ITEMS FOR NEXT AGENDA

- a) Discussion on Auxiliary Trails at Sundance Park. This topic to be discussed at the November BOD meeting. Park Maintenance Staff has cleaned up this area. OVparks Staff visited with the neighbors on site to discuss potential options. Director Stickney and Director Meraz will schedule a Planning Committee Meeting to determine the next steps necessary.
- b) Discussion on Brown Act Training Date. Director Brunberg commented that the Brown Act Training can be conducted without an attorney.

c) Schedule the new driveway/trail ribbon cutting

16. ADJOURNMENT

MOTION #12

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 8:19 p.m. On a motion by Director Brunberg, seconded by Director Montes, the adjournment was approved by a vote of 5-0-0 with Directors Stickney, Presinal, Brunberg, Meraz, and Montes, voting Aye. There were no Nays or Abstentions.

Mike Stickney, Chairperson



Scan for our Fall Activity Guide!
OVparks Activity Guide NOW AVAILABLE!

OVparks Fall Fun!

OVparks Family Fright Night

Friday, October 11th
 Trunk or Treat at 5:30pm
 Movie starts at 7:00pm
FREE for everyone!

See you all there!

Basic

Horsemanship

F 10/4-10/25
 Fee: \$195/\$198 NR
 Ages: 8-15

Soccer

M 10/7-10/28
 Fee: \$91/\$94 NR
 Ages: 6-12

Middle School

Boys Basketball

Season starts late Oct.
 Fee: \$160
 Grades: 6th, 7th, 8th

Adventure Crew

10/4 Space Spectacular
 Fee: \$53/\$56 NR
 Ages: 5-12

Collette Travel Presentation

Tu 10/29
 Fee: Free!
 Ages: 18+

TeeBall Club

Sa 10/5-10/26
 Fee: \$65/\$68 NR
 Ages: 3-6

SoccerTots

M 10/7-10/28
 Fee: \$91/\$94 NR
 Ages: 2-5

Pickleball Clinic

Tu 10/8-10/29
 Fee: \$91/\$94 NR
 Ages: 6-13

Flag Football Club

W 10/16-11/20
 Fee: \$125/\$128 NR
 Ages: 7-13

Chen Tai-Chi Chaun

Tu/Th 10/1-10/29
 Fee: \$53/\$56 NR
 Ages: 17+

Zumbini

W 10/2-10/23
 Fee: \$43/\$46 NR
 Ages: 2 months-4 years



Parks Make Life Better!®

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Scan QR code for the OVparks website!



OVPARKS Fall Fun

NAoFA TeeBall Club
Ages: 3-6
Sa 10/5-10/26
Fee: \$65/ \$68 NR

SoccerTots
Ages: 2-5
M 10/7-10/28
Fee: \$91/ \$94 NR

Pickleball Clinic
Ages: 6-13
Tu 10/8-10/29
Fee: \$91/ \$94 NR



Basic Horsemanship
Ages: 8-15
F 10/4-10/25
Fee: \$195/ \$198 NR

OVParks Family Fright Night
Friday, October 11th
Trunk or Treat at 5:30pm
Movie start at 7:00pm
Free for Everyone!



Scan the QR
code to
check out
our Fall
Activity
Guide!

**Collette Travel
Presentation**
Ages: 18+
Tu 10/29
Fee: FREE

**NAoFA Flag Football
Club**
Ages: 7-13
W 10/16- 11/20
Fee: \$125/ \$128 NR

**Adventure Crew:
Space Spectacular**
Ages: 5-12
F 10/4
Fee: \$53/ \$56 NR

Soccer
Ages: 6-12
M 10/7-10/28
Fee: \$91/ \$94 NR



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Chen Tai-Chi Chaun
Ages: 17+
Tu/Th 10/1- 10/29
Fee: \$53/ \$56 NR

Zumbini
Ages: 2 mths- 4 yrs
W 10/2-10/23
Fee: \$43/ \$46 NR

5630 Illinois
Fair Oaks, Ca 95628
9/16/24

6826 Hazel Ave,
Orangevale, Ca 95662

Dear Becky Herz:

I am in 8th grade. Ever since 2022 I've been playing basketball at the Orangevale Parks Center for the Orangevale K-8 school middle school basketball team. Personally, my team and I would love to train even more. I think that you should have basketball practices every day.

Like I said before, you should have basketball practices open to the public and just pay a small fee. The reason I think this is so that people have a safe space to train and get better at their game. You can get a good coach like Coach Rupert. This will just help us for our high school, college, and even maybe our NBA career.

Thank you for your time and please right back soon.

Sincerely,



Luke Lutsyk

10523 Fair Oaks Blvd Apt 307
Fair Oaks, CA 95628
September 19, 2024

Manie Meraz
6826 Hazel Ave
Orangevale, CA 95662

Dear Mr. Manie Meraz:

I am twelve years old and as a resident of Fair Oaks, I participate in activities at Almond Park and go there regularly. I have noticed that there is a need for a public restroom at Almond Park in place of the portable restroom that is currently used there.

Please install a public restroom at Almond Park. Our park is a big part of our community. Like me, many people of all ages use Almond Park as a way to get exercise, a place to hold activities or clubs, and meet friends. But they are often reminded of a downside of the park when they hesitate to use the portable restroom. Some people have to end their park experience short because they don't want to use the portable restroom as it is often very unclean and smells awful. On some rare occasions, the portable restroom is not even at the park. Installing a restroom at Almond park would set the park up to gain popularity and it would overall improve the community's park experience.

Thank you for taking the time to read my letter. I hope you can respond and successfully establish a public restroom at Almond Park for the community.

Sincerely,



Ana Noll



**2024 CAPRI Board of Directors
Election Ballot**

At-Large (vote for two)

Jill Nunes
Director of Parks and Recreation, Cordova Recreation and Park District
(Incumbent)

Natalie Wong.....
Human Resources Manager, Hayward Area Recreation and Park District

Mathew Fuzie.....
General Manager, Livermore Area Recreation and Park District
(Incumbent)

Kylie Felicich.....
District Manager, Mendocino Coast Recreation and Park District

Please Return by November 01, 2024. Thank you.

X _____
District Name

X _____
Signature



October 3, 2024

CAPRI Membership
c/o Matt Duarte, Executive Director
California Association for Park and Recreation Indemnity
1075 Creekside Drive, Suite 240, Roseville, CA 95678

SUBJECT: Letter of Interest for Continued Service on the CAPRI Board of Directors

Fellow CAPRI Members,

Thank you for selecting me to serve on the CAPRI Board four years ago. I am writing to express my interest in continuing to serve on the CAPRI Board of Directors in the “At-Large” category. Since joining the Board in January 2021, I have gained a deeper appreciation and understanding of the risk management and insurance coverage issues affecting our member districts.

Special districts, particularly recreation and park districts, enhance community quality of life by focusing on their core mission and providing tailored parks, facilities, programs, and services. As the Director of Parks & Recreation for the Cordova Recreation & Park District, I oversee a comprehensive parks and recreation department serving over 133,000 residents. As the director, it is my responsibility to ensure compliance with policies, procedures, safety standards, risk management, and the achievement of staff and agency goals.

It has been a privilege to support the CAPRI Board and staff and the many accomplishments over the past four years:

- **RIO:** Establishing the Recreation Insurance Organization (RIO) a tax-exempt, pure captive, has allowed us to better manage risk and diversify our investment portfolio, resulting in a higher ROI for the pool.
- **EAP:** The Employee Assistance Program (EAP) has provided our members and their employees with access to mental health services, significantly improving the overall health and wellness of our membership.
- **Member Portal:** Our dedicated website has become the central hub for risk control trainings and resources, as well as the main entry point for admin and staff to report claims.

It would be an honor to continue serving you on the CAPRI Board.

Sincerely,

Jill Nunes

Jill Nunes, CPRE
Director of Parks & Recreation
jnunes@cordovarpd.gov
916-842-3316

c: Cordova Recreation & Park District, Board of Directors
Patrick Larkin, General Manager, Cordova Recreation & Park District

September 13, 2024

Mr. Matt Duarte
CAPRI Executive Director
1075 Creekside Ridge Dr., Suite 240
Roseville, CA 95678

Sent via email to: mduarte@capri-jpa.org

Re: Letter of Interest
2024 CAPRI Board of Directors Election

Dear Mr. Duarte,

I am interested in being considered for the CAPRI Board of Directors. I believe I am qualified to be a Board member based on my work experience and education. I am currently the Human Resources Manager at the Hayward Area Recreation and Park District. In this role, I oversee all the District's third-party claims and coordinate the response. I present on pending litigation matters to the District's Board of Directors in closed session and I support and guide complex claims that require coordination with multiple attorneys and District leadership. I also oversee and am involved with the day-to-day coordination of all workers compensation claims and ensure that claims are resolved.

Prior to this role, I was the Human Resources Director for the San Ramon Valley Fire Protection District (SRVFPD). In that role, I was also responsible for managing the District's response and coordination to third-party claims and workers compensation claims. I worked through multiple complex workers' compensation claims and was involved with Board presentations and determining the best course forward.

In addition to the above, I have coordinated and participated in multiple labor negotiations for my current agency, SRVFPD, and the City of Palo Alto, where I was the Employee and Labor Relations Manager. I worked closely with agency leadership and presented at multiple closed sessions with the elected officials. I have successfully negotiated multiple labor contracts.

Lastly, I am a licensed attorney in the State of California. I was fortunate to work in the City of Palo Alto, City Attorney's Office as a Deputy City Attorney prior to entering into the Human Resources field. In that role, I learned about various areas of municipal law and assisted with a complex construction defect matter along with other legal matters facing the City.

I believe that my experiences noted above make me an outstanding candidate for the CAPRI Board of Directors. Thank you for considering my interest in being part of the CAPRI Board of Directors.

Sincerely,

Natalie Wong

Natalie Wong
Human Resources Manager
Hayward Area Recreation and Park District



Livermore Area
Recreation and Park District
An independent special district

4444 East Avenue, Livermore, CA 94550-5053
(925) 373-5700 www.larpd.org

General Manager
Mathew L. Fuzie

October 1, 2024

Hello CAPRI Members, my name is Mat Fuzie, and I am running for an at-large position on the CAPRI Board of Directors. I have been working in Parks and Recreation since I was a 17-year-old Recreation Aide in Modesto, California in 1981. Those of you who like math will immediately know that is 43 years. I went to college at CSU Fresno and am a proud Bulldog. I played water polo and swam collegiately. While there I was recruited to be a California State Lifeguard. I spent 33 years with California State Parks and worked my way up from Lifeguard to Deputy Director. I retired in 2018 and immediately went to work for the Livermore Area Recreation and Park District as General Manager and have been here 6 plus years.

I really enjoy the work on the CAPRI Board where I currently serve in an at-large position. In my California State Park career, I spent plenty of time in litigation-related events including depositions, testimony, expertise, and mediation, which combined with my growing knowledge of the insurance industry, enables me to provide valuable insights to CAPRI members.

Fun Fact: I am a trained hostage negotiator. My wife and I have been together for 40 years, and have a lovely daughter, 28 who just completed Law School and the California Bar exam.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Fuzie".

Mat Fuzie

Board of Directors
James Boswell

Maryalice Faltings

David Furst

Jan Palajac

Philip Pierpont



October 2, 2024

To: CAPRI

Attention: Matthew Duarte

RE: 2024 CAPRI Board of Directions Election – Call for Nominations

Hello Matthew,

Please let this letter act as my letter of interest to serve on the CAPRI Board. I have been a District Manager at Mendocino Coast Recreation and Park District for one year. Prior to joining the District's Management, I served on the board for ten months. I recently received an exemplary review by our Board.

The last twelve months have been monumental for our District. In August 2023, MCRPD chose to dissolve an Operating and Management Agreement with the C.V. Starr Community Center in Fort Bragg, California. After a six-month transitional period, which I supervised, MCRPD has totally reinvented itself. We relocated our business office and opened a separate studio for new MCRPD programs. We caught up all the financials and had two clean audits for 2021/2022 and 2022/2023. Our current audit is scheduled for December. We have successfully been awarded one grant with the California State Parks and are working on others. The Summer Season was hugely successful, and we increased our summer programming revenue by 75% from 2023. Our community is responding positively to our new programs, and they are happy to see we are growing and prospering.

We are a small special district on the Northern California Coast. Our District spans 75 miles of Coastline. Considered a truly rural community and District, we face many challenges from poverty to geographical isolation. We are committed to growing programs and recreational opportunities for the entire Mendocino Coast. We feel that continued involvement and experience with the CAPRI Board would benefit our entire District. CAPRI is truly our most important partner. We rely on CAPRI for nearly every decision we make. The partnership with PRISM is equally important to MCRPD. I can say with great confidence that were I elected to this board, I would be a positive and productive member for CAPRI. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Kylie Felicich". The signature is written in a cursive style with a large, prominent "K" and "F".

Kylie Felicich

Mendocino Coast Recreation and Park District

kfelicich@mcrpd.us

707-409-0760



L Y L E



AMERICAN TOWER
CORPORATION

An Authorized Agent of
American Tower Corporation

October 8, 2024

Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale, CA 95662
Attn: Becky Herz

RE: American Tower Site No. 411146-Oak Avenue CA

Dear Becky,

As the leading independent operator of wireless and broadcast communication sites, American Tower understands the importance of maintaining long term relationships with our landlords. We also firmly believe that it is in both of our best interests to grow and develop our partnership. The wireless industry continues to see significant changes, including mergers / acquisitions and technology advancements that reshape the industry and modify its future. Over the past several years, an increasing number of landlords have opted to enter into a long-term easement program. This enables you, the LL to receive the financial benefit of the tower while putting the risk of the tower future in our hands. In connection with this interest and our own desire to establish a long-term relationship with you, American Tower is pleased to present you with the following conditional offers: Also included is option (2) the Lease Extension.

Option 1: Full Monetization

- Lump sum cash payment of **\$525,000.00** in exchange for fee-simple or perpetual easement interest in your property in lieu of rental payments.

Option 2: Lease Extension

- 40-year lease extension with a one-time signing bonus of **\$10,000.00**.

Thank you for your trust and confidence in American Tower. I look forward to discussing this proposal with you to address any questions you may have. On behalf of American Tower, thank you for your consideration.

Respectfully,

DocuSigned by:

Lee Morse

86CE99B3B3DA478...

Lee Morse, Lease Consultant

916-425-0125

lmorse@lyleco.com

"This offer is valid for 30 days and is for discussion purposes only. The parties will not be bound in any respect until and unless a written agreement is signed by all parties."

GENERAL FUND EXPENDITURES
FOR THE MONTH ENDING
SEPTEMBER 30, 2024

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1907277711	10124000	CALIFORNIA ASSOCIATION FO	WORK COMP INS	11,565.75
1907273381	20202100	US BANK NATIONAL ASSOCIAT	BOOKS/PERIODICALS/SUBSCRIPTIONS	185.98
1907273381	20203600	US BANK NATIONAL ASSOCIAT	EDUCATION/TRAINING SERVICES	195.00
1907273381	20203800	US BANK NATIONAL ASSOCIAT	EMPLOYEE RECOGNITION	131.78
1907274295	20203900	JULIANNA CHAVEZ	EMPLOYEE TRANSPORTATION	6.37
1907274296	20203900	SUSAN MYREN	EMPLOYEE TRANSPORTATION	91.79
				98.16
1907273381	20206100	US BANK NATIONAL ASSOCIAT	MEMBERSHIP DUES	305.00
1907274263	20207600	BURKETTS OFFICE SUPLLIES	OFFICE SUPPLIES	315.00
1907273381	20207600	US BANK NATIONAL ASSOCIAT	OFFICE SUPPLIES	119.77
1907277682	20207600	CAPITAL ONE NA	OFFICE SUPPLIES	20.84
				455.61
1907283893	20208500	CREATIVE COMPOSITION INC	PRINTING SERVICES	7,770.23
1907273381	20219700	US BANK NATIONAL ASSOCIAT	TELEPHONE SERVICES	424.00
1907277684	20219700	COMCAST	TELEPHONE SERVICES	536.15
				960.15
1907277699	20226200	JJR ENTERPRISES INC	OFFICE EQUIPMENT MAINTENANCE SUPP	206.78
1907274280	20253100	DAVID MCMURCHIE	LEGAL SERVICES	3,618.00
1907274284	20259100	STREAMLINE SOFTWARE INC	OTHER PROFESSIONAL SERVICES	200.00
1907277706	20259101	N3X MSP INC	IT SERVICES	1,278.00
1907277706	20281201	N3X MSP INC	HARDWARE	1,039.79
1907273381	20281202	US BANK NATIONAL ASSOCIAT	PC SOFTWARE	24.95
1907277706	20281202	N3X MSP INC	SOFTWARE	498.00
				522.95
1907274289	20285100	ALLGOOD DRIVING SCHOOL	RECREATIONAL SERVICES	123.25
1907274288	20285100	ADRIAAN JANSEN VAN VUUREN	RECREATIONAL SERVICES	1,611.75
1907274287	20285100	ALISON LLOYD	RECREATIONAL SERVICES	540.15
1907274286	20285100	YMCA OF SUPERIOR CALIFORN	RECREATIONAL SERVICES	252.00
1907274290	20285100	CORDOVA RECREATION & PARK	RECREATIONAL SERVICES	994.50
1907274285	20285100	YMCA OF SUPERIOR CALIFORN	RECREATIONAL SERVICES	252.00
1907274292	20285100	HANDSTANDS INC	RECREATIONAL SERVICES	220.50
1907274293	20285100	STEVEN MIRANDA	RECREATIONAL SERVICES	804.70
1907273381	20285100	US BANK NATIONAL ASSOCIAT	RECREATIONAL SERVICES	266.00
				5,064.85
1907273381	20285200	US BANK NATIONAL ASSOCIAT	RECREATIONAL SUPPLIES	1,798.53
1907277682	20285200	CAPITAL ONE NA	RECREATIONAL SUPPLIES	110.04
1300877455	20285200	REIMBURSEMENT RIBBONS	RECREATIONAL SUPPLIES	-3,544.20
				-1,635.63
1907273381	20296200	US BANK NATIONAL ASSOCIAT	GS PARKING CHARGES	3.50
111333260	20296200	SACRAMENTO COUNTY PARKING	QR BILLING SEP-2024 ORANGEVALE RPD	5.25
				8.75
1907277688	42420200	MTW GROUP	STRUCTURES & IMPROVEMENTS	3,297.50

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2024/2025
SEPTEMBER 2024**

Account Number	Expenditure Account	Budgeted 2024/2025	Current Expenditures	Expenditure to Date	Funds Available	% Left
1000	SALARIES & EMPLOYEE BENEFITS					
10111000	Salaries & Wages, Regular	1,068,600.00	80,558.01	234,715.21	833,884.79	78%
10112100	Salaries & Wages, Extra Help	546,000.00	32,667.12	236,379.81	309,620.19	57%
10112400	Salaries, Board members	12,000.00	1,000.00	1,800.00	10,200.00	85%
10121000	Retirement	327,200.00	24,653.43	72,155.05	255,044.95	78%
10122000	Social Security	107,500.00	8,635.39	35,868.00	71,632.00	67%
10123000	Group Insurance	337,500.00	26,298.70	78,896.10	258,603.90	77%
10124000	Worker's Comp. Ins	91,100.00	11,565.75	23,131.50	67,968.50	75%
10125000	Unemployment Insurance	18,170.00	421.25	4,152.01	14,017.99	77%
10128000	Health Care/Retirees	0.00		-	0.00	
	<i>SUB-TOTAL</i>	2,508,070.00	185,799.65	687,097.68	1,820,972.32	73%
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	2,200.00		323.88	1,876.12	85%
20202100	Books/Periodicals/Subscrip	2,800.00	185.98	392.97	2,407.03	86%
20202900	Business/Conference Expense	4,000.00		1,799.00	2,201.00	55%
20203500	Education/Training Serv.	3,000.00	195.00	570.00	2,430.00	81%
20203600	Education /Training Supplies	500.00		-	500.00	100%
20203700	Tuition Reimbursement	100.00		-	100.00	100%
20203800	Employee Recognition	2,900.00	131.78	185.57	2,714.43	94%
20203802	Recognition Items	0.00		-	0.00	
20203803	Recognition Events	0.00		-	0.00	
20203900	Employee Transportation	3,100.00	98.16	681.71	2,418.29	78%
20205100	Liability Insurance	130,500.00		71,972.50	58,527.50	45%
20205500	Rental Insurance	0.00		-	0.00	
20206100	Membership Dues	16,000.00	305.00	4,399.00	11,601.00	73%
20207600	Office Supplies	6,600.00	455.61	955.29	5,644.71	86%
20207602	Signs	500.00		-	500.00	100%
20207603	Keys	100.00		-	100.00	100%
20208100	Postal Services	14,000.00		2,700.00	11,300.00	81%
20208102	Stamps	2,500.00		416.73	2,083.27	83%
20208500	Printing Services	38,000.00	7,770.23	15,419.73	22,580.27	59%
20210300	Agricultural/Horticultural Svc	100.00		-	100.00	100%
20210400	Agricultural/Horticultural Sup	100.00		-	100.00	100%
20211200	Building Maint. Supplies	100.00		-	100.00	100%
20212200	Chemicals	100.00		-	100.00	100%
20213100	Electrical Maint. Service	100.00		-	100.00	100%
20213200	Electrical Maint. Supplies	100.00		-	100.00	100%
20214100	Land Improv. Maint. Services	100.00		-	100.00	100%
20214200	Land Improv. Maint. Supplies	100.00		-	100.00	100%
20215100	Mechanical System Maint. Ser	100.00		-	100.00	100%
20215200	Mechanical System Maint. Sup	100.00		-	100.00	100%
20216200	Painting Supplies	100.00		-	100.00	100%
20216700	Plumbing Maint. Service	100.00		-	100.00	100%
20216800	Plumbing Maint. Supplies	100.00		-	100.00	100%
20218100	Irrigation Services	100.00		-	100.00	100%
20218200	Irrigation Supplies	100.00		-	100.00	100%

Account Number	Expenditure Account	Budgeted 2024/2025	Current Expenditures	Expenditure to Date	Funds Available	% Left
20218500	Permit Charges	100.00		-	100.00	100%
20219100	Electricity	100.00		-	100.00	100%
20219200	Natural Gas / LPG/ Fuel Oil	100.00		-	100.00	100%
20219300	Refuse Disp Service	100.00		-	100.00	100%
20219500	Sewage Disposal Service	100.00		-	100.00	100%
20219700	Telephone Service	15,500.00	960.15	3,936.75	11,563.25	75%
20219800	Water	1,000.00		-	1,000.00	100%
20219900	Telephone System Maint.	500.00		-	500.00	100%
20220500	Automotive Maint. Service	100.00		-	100.00	100%
20220600	Automotive Maint. Supplies	100.00		-	100.00	100%
20221200	Construction Equip Maint Sup	100.00		-	100.00	100%
20222600	Expendable Tools	100.00		-	100.00	100%
20223600	Fuel & Lubricants	100.00		-	100.00	100%
20226100	Office Equip Maint Service	100.00		-	100.00	100%
20226200	Office Equip Maint Supplies	2,600.00	206.78	563.52	2,036.48	78%
20227500	Rents/Leases Equipment	100.00		-	100.00	100%
20228100	Shop Equip Maint Service	100.00		-	100.00	100%
20228200	Shop Equip Maint Supplies	100.00		-	100.00	100%
20229100	Other Equip Maint Service	100.00		-	100.00	100%
20229200	Other Equip Maint Supplies	100.00		-	100.00	100%
20231400	Clothing/Personal Supplies	1,600.00		-	1,600.00	100%
20232100	Custodial Services	100.00		-	100.00	100%
20232200	Custodial Supplies	500.00		-	500.00	100%
20244300	Medical Services	5,400.00		-	5,400.00	100%
20244400	Medical Supplies	5,400.00		-	5,400.00	100%
20250700	Assessment/Collection Service	19,500.00		-	19,500.00	100%
20252500	Engineering Services	6,000.00		-	6,000.00	100%
20253100	Legal Services	15,000.00	3,618.00	3,888.00	11,112.00	74%
20256200	Transcribing Services	0.00		-	0.00	
20257100	Security Services	4,000.00		188.00	3,812.00	95%
20259100	Other Professional Services	41,000.00	200.00	1,600.00	39,400.00	96%
20259101	Computer Consultants	14,500.00	1,278.00	1,278.00	13,222.00	91%
20281201	PC Hardware	6,000.00	1,039.79	2,624.48	3,375.52	56%
20281202	PC Software	6,000.00	522.95	682.85	5,317.15	89%
20281203	PC Supplies	2,000.00		-	2,000.00	100%
20281900	Elections	65,000.00		-	65,000.00	100%
20285100	Recreational Services	198,500.00	5,374.85	44,312.10	154,187.90	78%
20285200	Recreational Supplies	39,000.00	(1,635.63)	14,396.58	24,603.42	63%
20289800	Other Operating Exp - Supplies	2,500.00		-	2,500.00	100%
20289900	Other Operating Exp - Services	1,000.00		-	1,000.00	100%
20291100	System Development Services	3,300.00		4,056.00	(756.00)	-23%
20296200	GS Parking Charges	200.00	8.75	10.50	189.50	95%
	SUB-TOTAL	686,000.00	20,715.40	177,353.16	508,646.84	74%
3000	OTHER CHARGES					
30321000	Interest Expense	26,410.00		13,373.75	13,036.25	49%
30322000	Bond/Loan Redemption	46,400.00		22,099.05	24,300.95	52%
30345000	Taxes/Licenses/Assess Trans	1,300.00		-	1,300.00	100%
	SUB-TOTAL	74,110.00	-	35,472.80	38,637.20	52%

Account Number	Expenditure Account	Budgeted 2024/2025	Current Expenditures	Expenditure to Date	Funds Available	% Left
4000	FIXED ASSETS					
41410100	Land	0.00		-	0.00	
42420200	Struc. & Improvements	740,000.00	3,297.50	200,724.83	539,275.17	73%
43430300	Vehicles/Equipment	25,000.00		-	25,000.00	-
	SUB-TOTAL	765,000.00	3,297.50	200,724.83	564,275.17	74%
5000	INTERFUND CHARGES					
50557100	Fingerprinting Service	3,000.00		93.00	2,907.00	97%
	SUB-TOTAL	3,000.00	-	93.00	2,907.00	97%
79790100	<i>Contingency Appropriations</i>	60,000.00		-	60,000.00	0%
	<i>Deposit into Reserves</i>	0.00		-	0.00	0%
	GRAND TOTAL	4,096,180.00	209,812.55	1,100,741.47	2,995,438.53	73%

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
REVENUE STATEMENT
FISCAL YEAR 2024/2025
SEPTEMBER 2024**

Account Number	Revenue Account	2024/2025 Budgeted Revenue	Realized This Period	Collection YTD Balance	YTD Uncollected Balance	% Collected
91910100	Prop. Taxes - Current Secured	1,736,621		0.00	1,736,621.00	0.00%
91910200	Prop. Taxes - Current Unsecured	61,119		0.00	61,119.00	0.00%
91910300	Supplemental Taxes Current	44,000		0.00	44,000.00	0.00%
91910400	Prop. Taxes Sec. Delinquent	11,500		0.00	11,500.00	0.00%
91910500	Prop. Taxes Supp. Delinq.	3,000		0.00	3,000.00	0.00%
91910600	Unitary Current Secured	14,800		0.00	14,800.00	0.00%
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		0.00	140.00	0.00%
91913000	Prop. Tax Prior - Unsecured	900		0.00	900.00	0.00%
91914000	Penalty Costs - Prop. Tax	500		0.00	500.00	0.00%
91919900	Taxes - Other	-		0.00	0.00	
	<i>SUB-TOTAL TAXES 9100</i>	<i>1,872,580</i>	<i>0.00</i>	<i>0.00</i>	<i>1,872,580.00</i>	<i>0.00%</i>
94941000	Interest Income	38,000		0.00	38,000.00	0.00%
94942900	Building Rental Other	135,000	15,499.06	42,611.83	92,388.17	31.56%
94943900	Cell Tower Leases	47,300	3,958.17	11,874.51	35,425.49	25.10%
94944800	Rec.Concessions Final 9	22,000	605.00	5,456.40	16,543.60	24.80%
94945900	Other Vending Devices	-		0.00	0.00	
94949000	Concessions - Other	-		0.00	0.00	
95952200	Homeowner Prop. Tax Relief	13,000		0.00	13,000.00	0.00%
95952900	In-Lieu Taxes	342,000		0.00	342,000.00	0.00%
95956900	State Aid - Other Misc. Programs	198,000		0.00	198,000.00	
96963313	Miscellaneous Fees	1,000		260.72	739.28	26.07%
96964600	Recreation Service Charges	615,000	54,493.05	108,117.18	506,882.82	17.58%
96969700	Security Services	100		0.00	100.00	0.00%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	2,000		0.00	2,000.00	0.00%
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	168,400	321.25	167,340.21	1,059.79	99.37%
	<i>SUB-TOTAL OTHER MISC. INCOME</i>	<i>1,582,070</i>	<i>74,876.53</i>	<i>335,660.85</i>	<i>1,246,409.15</i>	<i>21.22%</i>
	<i>TOTAL BUDGET AMOUNT</i>	<i>3,454,650</i>	<i>74,876.53</i>	<i>335,660.85</i>	<i>3,118,989.15</i>	<i>9.72%</i>

OLLAD EXPENDITURES
FOR THE MONTH ENDING
SEPTEMBER 30, 2024

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1907277690	20210300	NORTHERN CALIFORNIA INALL	AGRICULTURAL/HORTICULTURAL SERVICES	412.50
1907274270	20211200	SCP DISTRIBUTORS LLC	BUILDING MAINTENANCE SUPPLIES/MATER	236.99
1907274955	20211200	AMERICAN RIVER ACE HARDWA	BUILDING MAINTENANCE SUPPLIES/MATER	336.87
1907273381	20211200	US BANK NATIONAL ASSOCIAT	BUILDING MAINTENANCE SUPPLIES/MATER	452.23
				1,026.09
1907274262	20214100	RORY MERRILL	LAND IMPROVEMENT MAINTENANCE SERVI	1,369.00
1907274273	20214200	MOST DEPENDABLE FOUNTAINS	LAND IMPROVEMENT MAINTENANCE SUPPL	466.40
1907273381	20214200	US BANK NATIONAL ASSOCIAT	LAND IMPROVEMENT MAINTENANCE SUPPL	499.63
1907273381	20214200	US BANK NATIONAL ASSOCIAT	TAX ACCRUAL	1.98
1907277692	20214200	OV COPY INC	LAND IMPROVEMENT MAINTENANCE SUPPL	91.59
1907277689	20214200	MOST DEPENDABLE FOUNTAINS	LAND IMPROVEMENT MAINTENANCE SUPPL	9,843.10
				10,902.70
1907274955	20216200	AMERICAN RIVER ACE HARDWA	PAINTING SUPPLIES	39.82
1907274278	20218200	HERITAGE LANDSCAPE SUPPLY	IRRIGATION SUPPLIES	621.79
1907274955	20218200	AMERICAN RIVER ACE HARDWA	IRRIGATION SUPPLIES	406.73
1907274277	20218200	HERITAGE LANDSCAPE SUPPLY	IRRIGATION SUPPLIES	111.06
1907277694	20218200	SITEONE LANDSCAPE SUPPLY	IRRIGATION SUPPLIES	1,691.07
				2,830.65
1907274229	20219100	SMUD	ELECTRICITY	10,915.31
1907277687	20219200	PACIFIC GAS AND ELECTRIC	NATURAL GAS/LPG/FUEL OIL	221.54
1907274224	20219300	ALLIED WASTE SERVICES OF	REFUSE COLLECTION/DISPOSAL SERVICES	1,788.31
1300877455	20219300	OV HISTORY PROJECT	REFUSE COLLECTION/DISPOSAL SERVICES	-77.40
				1,710.91
1907274259	20219500	AREA PORTABLE SERVICES IN	SEWAGE DISPOSAL SERVICES	171.58
1907274242	20219500	AREA PORTABLE SERVICES IN	SEWAGE DISPOSAL SERVICES	171.58
1300877455	20219500	OV HISTORY PROJECT	SEWAGE DISPOSAL SERVICES	-191.84
				151.32
1907273381	20219800	US BANK NATIONAL ASSOCIAT	WATER	78.32
1907277683	20219800	ORANGEVALE WATER COMPANY	WATER	13,856.90
1300877455	20219800	OV HISTORY PROJECT	WATER	-68.18
				13,867.04
1907274955	20220600	AMERICAN RIVER ACE HARDWA	AUTO MAINTENANCE SUPPLIES	123.85
1907274274	20220600	GENERAL PARTS DISTRIBUTIO	AUTO MAINTENANCE SUPPLIES	47.79
				171.64
1907273381	20223600	US BANK NATIONAL ASSOCIAT	FUEL/LUBRICANTS	2,558.30
1907277696	20228100	TURF STAR INC	SHOP EQUIPMENT MAINTENANCE SERVICE	709.49
1907274955	20228200	AMERICAN RIVER ACE HARDWA	SHOP EQUIPMENT MAINTENANCE SUPPLIE	33.37
1907274267	20228200	GORDON COOK	SHOP EQUIPMENT MAINTENANCE SUPPLIE	100.18
1907274268	20228200	GORDON COOK	SHOP EQUIPMENT MAINTENANCE SUPPLIE	234.83
1907273381	20228200	US BANK NATIONAL ASSOCIAT	SHOP EQUIPMENT MAINTENANCE SUPPLIE	627.77
				996.15
1907274233	20231400	UNIFIRST CORPORATION	CLOTHING/PERSONAL SUPPLIES	98.44
1907274263	20232200	BURKETTS OFFICE SUPLLIES	CUSTODIAL SUPPLIES	819.81

ORANGEVALE RECREATION AND PARK DISTRICT - OLLAD ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2024/2025
SEPTEMBER 2024

Account Number	Expenditure Account	Budgeted 2024/2025	Current Expenditure	Expenditure to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20203500	Education/Training Service	3,000.00		-	3,000.00	100%
20206100	Membership Dues	200.00		-	200.00	100%
20207600	Office Supplies	300.00		-	300.00	100%
20207602	Signs	2,000.00		-	2,000.00	100%
20207603	Keys	800.00		309.79	490.21	61%
20210300	Agricultural/Horticultural Service	12,500.00	412.50	5,287.50	7,212.50	58%
20210400	Agricultural/Horticultural Supply	12,000.00		-	12,000.00	100%
20211200	Building Maint. Supplies	10,000.00	1,026.09	2,082.72	7,917.28	79%
20212200	Chemicals	68,000.00		13,519.11	54,480.89	80%
20213100	Electrical Maint. Service	5,000.00		-	5,000.00	100%
20213200	Electrical Maint. Supplies	2,600.00		967.39	1,632.61	63%
20214100	Land Improv. Maint. Service	40,000.00	1,369.00	1,369.00	38,631.00	97%
20214200	Land Improv. Maint. Supplies	36,500.00	10,902.70	12,246.75	24,253.25	66%
20215100	Mechanical System Maint. Ser	8,000.00		-	8,000.00	100%
20215200	Mechanical System Maint. Sup	3,000.00		-	3,000.00	100%
20216200	Painting Supplies	1,500.00	39.82	39.82	1,460.18	97%
20216700	Plumbing Maint. Service	1,000.00		-	1,000.00	100%
20216800	Plumbing Maint. Supplies	2,300.00		54.63	2,245.37	98%
20218100	Irrigation Service	2,000.00		-	2,000.00	100%
20218200	Irrigation Supplies	16,000.00	2,830.65	9,536.68	6,463.32	40%
20218500	Permit Charges	5,000.00		200.00	4,800.00	96%
20219100	Electricity	81,000.00	10,915.31	22,228.80	58,771.20	73%
20219200	Natural Gas / LPG/ Fuel Oil	40,000.00	221.54	2,045.36	37,954.64	95%
20219300	Refuse Collection / Disposal Service	23,000.00	1,710.91	5,077.73	17,922.27	78%
20219500	Sewage Disposal Service	15,000.00	151.32	2,459.73	12,540.27	84%
20219700	Telephone System	100.00		-	100.00	100%
20219800	Water	80,940.00	13,867.04	34,466.00	46,474.00	57%
20219900	Telephone System Maintenance	1,500.00		-	1,500.00	100%
20220500	Auto Maintenance Service	6,500.00		-	6,500.00	100%
20220600	Auto Maintenance Supplies	5,600.00	171.64	853.66	4,746.34	85%
20221200	Construction Equip. Maint. Sup.	500.00		-	500.00	100%
20222600	Expendable Tools	2,000.00		523.60	1,476.40	74%
20223600	Fuel & Lubricants	27,400.00	2,558.30	6,772.10	20,627.90	75%
20227500	Rent/Lease Equipment	2,200.00		354.38	1,845.62	84%
20228100	Shop Equip. Maint. Service	1,700.00	709.49	1,009.72	690.28	41%
20228200	Shop Equip. Maint. Supplies	9,000.00	996.15	1,331.49	7,668.51	85%
20229100	Other Equip. Maint. Service	1,500.00		1,966.52	(466.52)	-31%
20229200	Other Equip. Maint. Supplies	3,500.00		-	3,500.00	100%
20231400	Clothing/Personal Supplies	3,700.00	98.44	176.76	3,523.24	95%
20232100	Custodial Service	0.00		-	0.00	#DIV/0!
20232200	Custodial Supplies	19,000.00	1,020.01	3,078.87	15,921.13	84%
20250500	Accounting Services	3,500.00		-	3,500.00	100%
20252500	Engineering Services	15,100.00		-	15,100.00	100%
20253100	Legal Services	5,000.00		-	5,000.00	100%
20257100	Security Services	26,000.00	-623.04	3,918.96	22,081.04	85%
20259100	Other Professional Services	33,000.00		562.00	32,438.00	98%

Account Number	Expenditure Account	Budgeted 2024/2025	Current Expenditure	Expenditure to Date	Funds Available	% Left
20289800	Other Operating Expenses Sup.	16,000.00		639.50	15,360.50	96%
	SUB-TOTAL	654,440.00	48,377.87	133,078.57	521,361.43	80%
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		126.19	1,173.81	90%
	SUB-TOTAL	1,300.00	-	126.19	1,173.81	90%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	230,000.00		-	230,000.00	0%
43430300	Equipment	17,500.00		-	17,500.00	0%
	SUB-TOTAL	247,500.00	-	-	247,500.00	0%
	GRAND TOTAL	903,240.00	48,377.87	133,204.76	770,035.24	85%

**ORANGEVALE RECREATION AND PARK DISTRICT - KENENTH GROVE ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2024/2025
SEPTEMBER 2024**

Account Number	Expenditure Account	Budgeted 2024/2025	Current Expenditures	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	400.00		-	400.00	100%
20207600	Office Supplies	50.00		-	50.00	100%
20207602	Signs	50.00		-	50.00	100%
20210300	Agricultural/Horticultural Services	2,500.00		1,050.00	1,450.00	58%
20210400	Agricultural/Horticultural Supplies	1,500.00		-	1,500.00	100%
20219800	Water	850.00	94.30	269.40	580.60	68%
20223600	Fuel & Lubricants	1,000.00	114.00	342.76	657.24	66%
20250500	Accounting Services	680.00		-	680.00	100%
20252500	Engineering Services	1,000.00		-	1,000.00	100%
20253100	Legal Services	100.00		-	100.00	100%
20256200	Transcribing Services	0.00		-	0.00	#DIV/0!
20259100	Other Professional Svc	100.00		-	100.00	100%
20289900	Other Operating Exp - Svc	320.00		-	320.00	100%
20291500	COMPASS Costs	100.00		-	100.00	100%
20296200	GS Parking Charges	0.00		-	0.00	#DIV/0!
	SUB-TOTAL	8,650.00	208.30	1,662.16	6,987.84	81%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	0.00		-	0.00	0%
	SUB-TOTAL	0.00	-	-	0.00	0%
	GRAND TOTAL	8,650.00	208.30	1,662.16	6,987.84	81%

STAFF REPORT



DATE: 10-17-24

TO: Board of Directors

FROM: District Administrator

SUBJECT: **MONTHLY ACTIVITY REPORT – SEPTEMBER 2024**

ADMINISTRATION

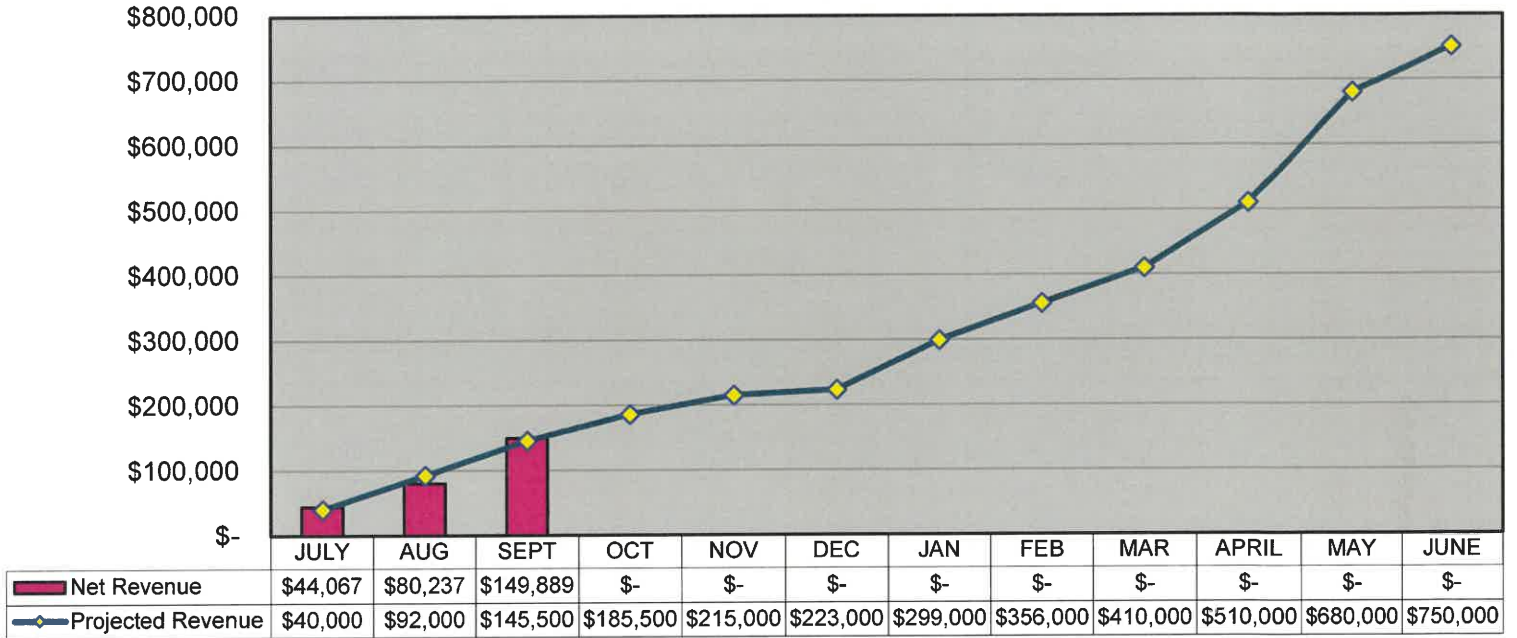
- Congratulations to Horacio Oropeza, Nelson Kirk, Glen Ferguson, Davin Brady, and Keith Breneisen from the Maintenance Staff. They attended the CPRS District II Equipment Expo and Rodeo and won 3rd Place in the team rodeo skills competition.

RECREATION Monthly Report: 2024

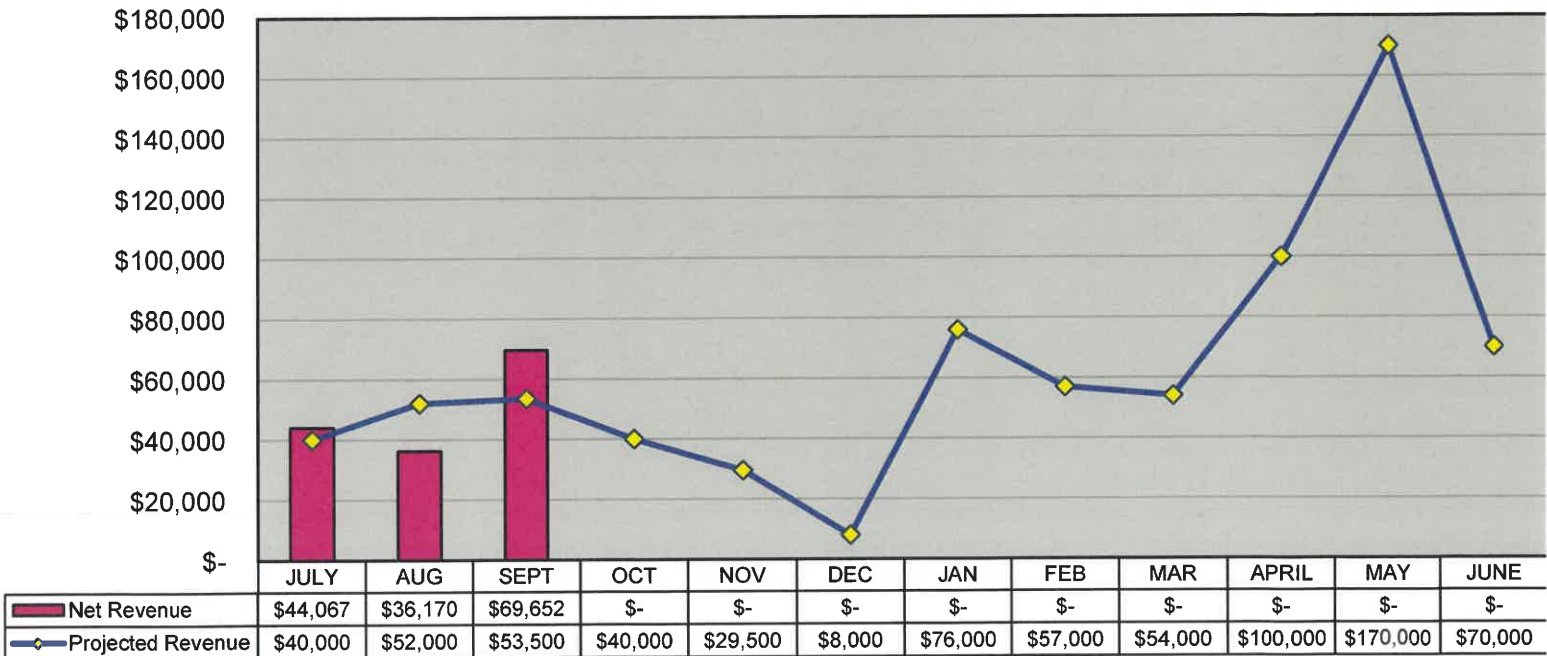
September	Enrollment	Attendance	Gross Revenue
Active Adults			
Bridge	19		\$ 38.00
Informational Seminar		7	
Mens 3 on 3 Hoops	14		\$ 546.00
Mid Day Movie		14	
M.O.V.E. Bingo		18	
Active Adults Sub Total	33	39	\$ 584.00
Aquatics			
Full Moon & Sunset Paddles	1		\$ 89.00
Kayaking for Boomers 50+	1		\$ 89.00
	2	0	\$ 178.00
Classes			
Artist Studio	20		\$ 1,140.00
Internet Drivers Education	1		\$ 29.00
Kids Cooking Series	6		\$ 140.00
RTI - Basic Life Support CPR & AED	1		\$ 85.00
RTI - Pediatric CPR & First Aid	1		\$ 85.00
Ukulele Fretters	17		\$ 17.00
Classes Sub Total	46	0	\$ 1,496.00
Events			
Rummage Sale	37		\$ 1,554.00
Events Sub Total	37	0	\$ 1,554.00
PreSchool			
Orange Blossoms	9		\$ 2,313.00
Preschool Sub Total	9	0	\$ 2,313.00
Sports & Fitness			
Aikido - Family Training	1		\$ 85.00
Aikido - Teen/Adult	4		\$ 588.00
Aikido - Youth	2		\$ 190.00
Chen Tai-Chi Chuan	11		\$ 550.00
Gymnastics - Parent Participation	2		\$ 240.00
NAofA Tee Ball Club	6		\$ 372.00
Pee Wee Basketball	9		\$ 675.00
Shotokan Grange Hall Karate	5		\$ 1,250.00
Shotokan Youth Center Karate	6		\$ 1,500.00
Shotokan Preschool Karate	1		\$ 235.00
Top Notch Basketball League	123		\$ 15,000.00
Turns n Tumble Baby Ballet	13		\$ 572.00
Turns n Tumble Pre Ballet	6		\$ 220.00
Sports & Fitness Sub Total	189	0	\$ 21,477.00
Trips			
Collette Trip Italy's Treasures	5		\$ 28,845.00
Day Trip Apple Hill & Red Hawk	6		\$ 570.00
Trips Sub Total	11	0	\$ 29,415.00
GRAND TOTAL	327	39	\$ 57,017.00

September Gross Revenue Recap – September OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$69,652 which is \$16,1525 above the projected amount. September recreation revenue came in at \$54,453 which is \$12,453 above the projected amount. The September facility revenue came in at \$15,199 which is \$3,699 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 September.*

2024-2025 ORPD Recreation & Facility Revenue Net vs Projected - Monthly Cumulative View



2024-2025 ORPD Recreation & Facility Revenue Net vs projected - Monthly View



PARKS Monthly Report: SEPTEMBER 2024

Park Infrastructure

- Staff continues conducting monthly playground inspections and makes repairs on site as needed.
- The Orangevale Community Center Park (Activities Building) exterior restroom was repaired by staff. It was leaking from the drain line behind the unit.
- Staff removed what appeared to be one homeless encampment leftovers from the Sundance Nature Area.
- Staff removed graffiti from Pecan restrooms, Streng corridor fence area, and Almond Park.
- Staff repaired the gate at Palisades. Someone had removed it and leaned it against the fence.
- Staff repaired the gate at Coleman and replaced the chain. Someone removed the chain and lock, and staff replaced it with a new one.

Mechanics

- Staff continues to conduct basic maintenance to small engine equipment and mowers.
- The drive line and the motor mounts were replaced on the ZD331 Kubota trim mower.

Park Irrigation

- Staff repaired a main line leak underneath the concrete sidewalk at the OCC new property.
- Staff replaced over 10 sprinklers and repaired 5 others at various parks of the district.
- A 1.5-inch underground lateral line was fixed by staff at Oak and Filbert and the Youth Center.
- Staff replaced an irrigation valve at Orangevale Community Park.
- Staff repaired/rebuilt 2 brass valves at Pasteur school.
- An irrigation valve was replaced at Youth Center Park.
- Staff repaired a 4-inch Main line at Community Center Park.
- Staff installed two new irrigation valve boxes at Orangevale Community Park.
- A new actuator valve was installed at Oak and Filbert drinking fountain.
- Staff rebuilt the backflow check valve at Coleman Park.

Park Grounds

- Staff continues ongoing maintenance at all parks and trails (restrooms, trash, mowing, edging & blowing).
- Staff removed two branches from Coleman School near the ball fields.
- Staff removed a large branch from Pecan Dog Park area. It was hanging up on a tree.
- Staff assisted in the removal of a medium size dead tree at Orangevale Community Center Park.
- A large stump was removed from the Horse Arena driveway by staff.
- Three large branches fell from a tree near the rock amphitheater at the Horse Arena. Staff cleared the area and removed all branches.

Other Items

- Staff worked with Easy Stumps in the pruning of all the trees around the farmers' market area. They donated their time and labor to chip all the branches and our staff pruned the trees.
- Staff attended the CPRS trade show. Nelson, Glen, Davin, Keith, and Horacio participated in the rodeo skill challenge and got 3rd place. Great work by the staff.

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

Almond Park

Warning 09/09/24 20:25 SCO 9.36.0067 14 persons issued warning for park hours
 Warning 09/23/24 14:15 CVC 4000(a)(1)

Norma Hamlin Park

No issues to report.

Off Property

09/22/24 15:36 Male hit by rock in a sock. Referred to Citrus Heights PD

OV Community Center

Parking Citation 09/03/24 18:52 22507.8(a) CVC Unlawful parking in disabled space

OV Community Park

Call for Service 08/14/24 17:35 WMA Reported "Out of it" in parking lot. (Gone Upon Arrival)

OV Community Park (Disc Golf)

No issues to report.

Palisades Park

No issues to report.

Pecan Park

Call for Service. 08/22/24 19:45 Subject throwing rocks at vehicle. (Gone Upon Arrival)
 Call for Service 08/26/24 17:25 WMJ in park with airsoft rifle. (Gone Upon Arrival)

Streng Park

No issues to report.

Sundance Park

No issues to report.

Youth Center Park

No issues to report.

OVparks Photos of Interest: September 2024

Fall Rummage Sale



Fall Rummage Sale



NAofA TeeBall Club



Driveway Project



Driveway Project



STAFF REPORT



DATE: 10-17-24

TO: Board of Directors

FROM: District Administrator

SUBJECT: ANNUAL REPORT AND FIVE-YEAR FINDINGS REPORT FOR THE PARK IMPACT FEE PROGRAM

RECOMMENDATION

Staff recommends that the Orangevale Recreation & Park District (“District”) Board of Directors (“Board”) adopt the attached resolution approving the District’s Annual Report and Five-Year Findings Report for the Park Impact Fee Program in compliance with Government Code Sections 66006 and 66001.

BACKGROUND

Pursuant to the Mitigation Fee Act (AB 1600), codified in Government Code Section 66000 et seq., public agencies may establish development impact fees when there is a demonstrated reasonable relationship between the development project and the public services being funded. The County of Sacramento (“County”), on behalf of the District, has established a park impact fee program to fund necessary park improvements resulting from new development within the District's boundaries.

Government Code Sections 66001(d) and 66006(b) require the District to make an annual accounting of fees collected and expended and conduct a Five-Year Findings Report for any remaining funds in the impact fee fund.

DISCUSSION

The attached resolution acknowledges the receipt and review of the District’s Annual and Five-Year Findings Reports for Fiscal Year 2023-24. These reports provide an overview of the Park Impact Fee Program, including an accounting of collected fees, expenditures, and any future improvements or projects to be funded by the fees. No refunds or reallocations of fees are required at this time, and the District is in full compliance with the applicable sections of the Government Code.

FISCAL IMPACT

There is no fiscal impact associated with the adoption of this resolution.

CONCLUSION

Approval of the resolution and subsequent adoption by the County Board of Supervisors later this year will ensure the District remains compliant with Government Code Sections 66006 and 66001 regarding the Park Impact Fee Program.

RECOMMENDED MOTION

I move that we adopt Resolution 24-10-733, Resolution Approving the Orangevale Recreation & Park District Annual Report and Five-Year Findings Report for the Park Impact Fee Program in Compliance with Government Code Sections 66006 and 66001.

ATTACHMENTS

1. Resolution No. 24-10-733
2. Annual Report and Five-Year Findings Report, FY 2023-24



ORANGEVALE RECREATION AND PARK DISTRICT

PARK IMPACT FEE PROGRAM FIVE-YEAR FINDINGS REPORT

**FISCAL YEAR ENDING
JUNE 30, 2024**

PREPARED FOR:

**BOARD OF DIRECTORS
ORANGEVALE RECREATION AND PARK DISTRICT**

AND

**BOARD OF SUPERVISORS
COUNTY OF SACRAMENTO**

PREPARED BY:


SCI Consulting Group
4745 MANGLES BOULEVARD
FAIRFIELD, CALIFORNIA 94534
PHONE 707.430.4300
FAX 707.430.4319
www.sci-cg.com

EXECUTIVE SUMMARY

INTRODUCTION

The Mitigation Fee Act (Government Code Section 66000 et. seq., hereafter the “Act”) requires local agencies to report, every year and every fifth year, certain financial information regarding their development impact fee programs. These reporting requirements are applicable to the park impact fee (“Reportable Fee”) program of the Orangevale Recreation and Park District (“District”) that became effective on October 24, 2022, upon adoption by the County of Sacramento (“County”) Board of Supervisors on behalf of the District.

This *Five-Year Findings Report* provides the findings required by Section 66001(d)(1) of the Act for the District’s Park Impact Fee Fund for fiscal year ending June 30, 2024. The District’s last Five-Year Findings Report for their Park Impact Fee Funds was provided for fiscal year ending June 30, 2019.

BACKGROUND

Section 66006(b) of the Act requires that the following information, entitled “*Annual Report*,” be made available to the public within 180 days after the last day of each fiscal year:

- a brief description of the type of fee in the account;
- the amount of the fee;
- the beginning and ending balance of the account;
- the fees collected that year and the interest earned;
- an identification of each public improvement for which the fees were expended and the amount of the expenditures for each improvement;
- an identification of an approximate date by which development of the improvement will commence if the local agency determines that sufficient funds have been collected to complete financing of an incomplete public improvement;
- a description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, the date on which any loan will be repaid, and the rate of interest to be returned to the account; and
- the amount of money refunded under section Govt. Code § 66001.

The District has prepared a timely Annual Report every fiscal year since fiscal year 2010-11.

In addition to the Annual Report, local agencies are required, for the fifth fiscal year following the first receipt of any development impact fee proceeds and every five years thereafter, to comply with Section 66001(d)(1) of the Act by affirmatively demonstrating that the local agency still needs unexpended development impact fee revenue to achieve the purpose for which it was originally imposed and that the local agency has a plan on how to use the unexpended balance to achieve that purpose.

Specifically, local agencies must make the following findings, entitled “*Five-Year Findings Report*,” with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put;
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged;
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements; and
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

In addition to the requirements set forth above, Section 66001(e) of the Act states that when sufficient funds have been collected to complete financing on incomplete public improvements, and the public improvements remain incomplete, the local agency shall identify, within 180 days of the determination that sufficient funds have been collected, an approximate date by which the construction of the public improvement will be commenced, or shall refund to the then-current record owner or owners of the lots or units, as identified on the last equalized assessment roll, of the development project or projects on a prorated basis, the unexpended portion of the fee, and any interest accrued thereon.

However, 66001(f) of the Act states that if the administrative costs of refunding unexpended revenues exceed the amount to be refunded, the local agency, after a public hearing, notice of which has been published and posted in three prominent places within the area of the development project, may determine that the revenues shall be allocated for some other purpose for which fees are collected and which serves the project on which the fee was originally imposed.

FIVE-YEAR FINDINGS REPORT (FISCAL YEAR ENDING JUNE 30, 2024)

In accordance with Government Code Section 66001(d)(1), the District affirmatively demonstrates that the District still needs the unexpended park impact fee revenue to achieve the purpose for which it was originally imposed and that the District has a plan on how to use the unexpended balance to achieve that purpose.

UNEXPENDED REPORTABLE FEE FUND BALANCE

The District's Park Impact Fee ("Reportable Fee") fund balance, as of June 30, 2024, was \$669,979.

PURPOSE OF THE REPORTABLE FEE FUND BALANCE

The purpose of the Reportable Fee imposed and collected on new development within the District is to fund the construction of new park and recreational facilities, including community use facilities, to serve the new service population created by new development within the District. Specifically, the District's unexpended Reportable Fee fund balance will partially fund the District's \$3.130 million Orangevale Community Park Expansion project. The unexpended Reportable Fees will fund the pathways and trail system between facilities (\$327,979), and the remaining will be used to pay down the 20-year loan for the project.

RELATIONSHIP BETWEEN UNEXPENDED REPORTABLE FEE BALANCE AND THE PURPOSE OF THE FEE

There is a reasonable relationship between the unexpended Reportable Fee balance and the purpose of the Reportable Fee by reason of the fact that the additional service population generated by the development projects that paid the Reportable Fee created the need for new park and recreational facilities, including community use facilities, to maintain the District's level of service. The District intends to use the unexpended Reportable Fee fund balance to partially fund the Orangevale Community Park Expansion project, which will add 6,978 square feet of new community use facility space and 3.76 acres of developed park acres to serve the District's growing service population. Specifically, the unexpended Reportable Fees will fund the pathways and trail system between facilities (\$327,979), and the remaining will be used to pay down the 20-year loan for the project.

SOURCES OF FUNDING FOR INCOMPLETE IMPROVEMENTS FUNDED BY UNEXPENDED REPORTABLE FEE

The estimated cost of the District's incomplete improvements funded by the unexpended Reportable Fee and the sources and amounts of funding anticipated to complete the financing of the incomplete improvements are shown in Figure 1 on Page 5.

APPROXIMATE DATES OF DEPOSIT OF ANTICIPATED FUNDING

The approximate dates on which the funding anticipated to complete the financing of the District's incomplete improvements is expected to be deposited into the Reportable Fee fund is shown in Figure 2 on page 6.

FIGURE 1 – SOURCES OF FUNDING FOR INCOMPLETE IMPROVEMENTS FUNDED BY UNEXPENDED REPORTABLE FEE

Incomplete Improvement	Anticipated Funding Amount						Estimated Cost ⁸	
	Unexpended Reportable Fees ¹	Future Reportable Fees ²	General Fund Contribution ³	G.O. Bond Measure ⁴	Quimby In-Lieu Fees ⁵	Grants ⁶		Project Loan ⁷
Orangevale Community Park Expansion ⁸	\$669,979	\$0	\$0	\$1,609,000	\$0	\$200,000	\$993,000	\$3,130,000

Source: Orangevale Recreation and Park District

Notes:

- ¹ Park impact fees collected and unexpended as of June 30, 2024. \$342,000 of Reportable Fees will be used to pay down the project loan.
- ² Park impact fees collected after June 30, 2024.
- ³ Anticipates funding from the District General Budget that is funded through property taxes.
- ⁴ Projected contribution to the project indicated from the District's Measure L G.O. Bond, appearing on the November 5, 2024, general election ballot.
- ⁵ District Quimby In-Lieu Fees dedicated to the projects indicated.
- ⁶ Prop 68 Grant proceeds dedicated to the projects indicated.
- ⁷ \$342,000 of Reportable Fees will be used to pay down the project loan from September 2019.
- ⁸ Project cost includes \$1,020,000 for acquisition of the property and three buildings, \$300,000 for rehabilitation of the three buildings and grounds, and \$328,000 for pathways connecting the buildings.

FIGURE 2 - APPROXIMATE DATES OF DEPOSIT OF ANTICIPATED FUNDING

Incomplete Improvement	Anticipated Deposit Date of Funding							Anticipated Construction Completion Date
	Unexpended Reportable Fees	Future Reportable Fees	General Fund Contribution	G.O. Bond Measure	Quimby In-Lieu Fees	Grants	Project Loan	
Orangevale Community Park Expansion	Balance as of June 30, 2024	NA	NA	Spring 2026	NA	Spring 2025	September 2019	Spring 2026

Source: Orangevale Recreation and Park District

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**RESOLUTION NO. 24-10-733
OF THE BOARD OF DIRECTORS
OF THE ORANGEVALE RECREATION & PARK DISTRICT**

OCTOBER 17, 2024

**RESOLUTION APPROVING THE ORANGEVALE RECREATION &
PARK DISTRICT ANNUAL REPORT AND FIVE-YEAR FINDINGS
REPORT FOR THE PARK IMPACT FEE PROGRAM IN COMPLIANCE
WITH GOVERNMENT CODE SECTIONS 66006 AND 66001**

WHEREAS, AB 1600 was passed and codified in California Government Code Section 66000 (“Mitigation Fee Act”), allowing the establishment of a development impact fee as a condition of approval where the purpose and use of the fees are identified, and a reasonable relationship to the development project can be demonstrated; and

WHEREAS, Sacramento County Code Chapter 16.155 sets forth the requirements for the establishment and administration of development impact fees collected by the County on behalf of a special district within the County; and

WHEREAS, the County, at the request of the Orangevale Recreation & Park District (“District”) has established park impact fees (“Reportable Fees”) for the District within the District’s boundaries; and

WHEREAS, Government Code Sections 66001(d) and 66006(b) require the District to make an annual accounting of the Reportable Fees collected and expended and to make additional findings every five years if there are any funds remaining in the Reportable Fees fund at the end of the prior fiscal year; and

WHEREAS, pursuant to Government Code Section 66001(e) and (f), the District shall make certain findings when sufficient Reportable Fees have been collected to complete the financing of incomplete improvements, and any improvements remain incomplete; and

WHEREAS, the District’s Annual Report and Five-Year Findings Report for the Park Impact Fee Program, FY 2023-24 (“Report”) contain the requisite information and proposed findings concerning the collection and expenditure of Reportable Fees pursuant to Government Code Sections 66006 and 66001.

NOW, THEREFORE BE IT RESOLVED, that the Board makes the following finds and takes the stated actions regarding the program as required by and in accordance with Government Code Section 66006(b):

- 1) The Board finds and determines that the foregoing recitals and determinations are correct.
- 2) Pursuant to Government Code Section 66001(d), the Board has received and approves the Five-Year Findings Report which is incorporated by this reference and contains the following proposed findings:

(A) Identification of the purposes to which the Reportable Fees are to be put;

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- (B) Demonstration of a reasonable relationship between the Reportable Fees and the purpose for which they are charged;
 - (C) Identification of all sources and amounts of funding anticipated to complete incomplete improvements of the District; and
 - (D) Designation of the approximate dates on which the funding referred to in paragraph (3) is expected to be deposited into the respective District account(s).
- 3) Pursuant to Government Code Sections 66006(b)(1) and (2), the Board reviewed the Annual Report which is incorporated by this reference and contains the following proposed findings:
- (A) A brief description of the type of Reportable Fees in the Reportable Fees fund;
 - (B) The amount of the Reportable Fees;
 - (C) The beginning and ending balance of the Reportable Fees Account;
 - (D) The amount of Reportable Fees collected, and the interest earned;
 - (E) An identification of each improvement on which Reportable Fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the improvement that was funded with Reportable Fees;
 - (F) An identification of an approximate date by which the construction of the improvement will commence if the District determines that sufficient funds have been collected to complete financing on an incomplete improvement, as identified in Section 66001(a)(2), and the improvement remains incomplete;
 - (G) A description of each interfund transfer or loan made from the Reportable Fees fund, including the improvement on which the transferred or loaned Reportable Fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the Reportable Fees fund will receive on the loan; and
 - (H) The amount of refunds made pursuant to Section 66001(e) and any allocations pursuant to Section 66001(f).
- 4) The findings required by Government Code Section 66001(d) are made at the same time as the findings as that information required by Government Code Section 66006(b).
- 5) The Board determines that the District is in compliance with Government Code Section 66000, et seq., regarding the receipt, deposit, investment, expenditure and refund of Reportable Fees received and expended relative to improvements for Fiscal Year 2023-24.
- 6) The Board determines that no refunds and allocations of Reportable Fees, as required by Government Code Sections 66001(e) and 66006(b)(1)(H), are deemed payable at this time for Fiscal Year 2023-24.

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PASSED AND ADOPTED this 17th day of October 2024, by the Board of Directors of the Orangevale Recreation & Park District by the following vote:

AYES :

NOES:

ABSENT:

ABSTAIN:

ORANGEVALE RECREATION & PARK DISTRICT

APPROVED: _____
Michael Stickney, Chair, Board of Directors

ATTEST: _____
Greg Foell, Clerk of the Board

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AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 17th day of October 2024, by and between ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as “District” and Greg Foell, hereinafter referred to as “Consultant.”

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. District desires to engage the professional services of Consultant to perform such professional services as are specified in Scope of Services below.
- B. Consultant agrees to provide such services to District in accordance with the terms and conditions of this Agreement, and represents and warrants to District that Consultant possesses the necessary licenses, skills, qualifications, personnel and equipment to provide such services, all for the benefit of District.
- C. The performance of such professional services by Consultant has been determined by District to be in the public interest.

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, District and Consultant agree as follows:

1. **Scope of Services.**

District engages the services of Consultant as an independent contractor to conduct, on behalf of the District, professional services consisting of duties as an interim District Administrator including preparing board packets, attending project meetings, issuing correspondence, communicating and giving direction to District staff and other duties as assigned by the Orangevale Recreation and Park District Board of Directors.

Consultant shall (a) provide all labor, equipment, material, supplies, licenses, advice, consultation, analysis, administration, and preparation of policies, procedures and documents required or necessary to properly, competently and completely perform the Work provided by this Agreement; (b) determine the method, details and means of performing the Work provided by this Agreement; and (c) perform the Work provided by this Agreement in a manner commensurate with the highest professional standards of qualified and experienced personnel in Consultant’s field.

2. Payment.

A. In consideration for the services to be performed by Consultant, District agrees to pay Consultant the amount of \$60.00 per hour not to exceed \$10,000.00. Additional costs for auto mileage will be paid at the County of Sacramento mileage reimbursement rate per mile.

Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in by this Agreement unless agreed to and approved in advance by the Board of Directors and/or the District Administrator of District in writing.

Payment of compensation shall be paid by District within thirty (30) business days after receipt of an invoice for the Work actually performed which shall specifically describe the details of the Work performed for which compensation is requested, and itemize the actual time expended by Consultant in providing such work. The invoice shall describe the tasks and services performed, the time spent performing such services, the hourly rate charged therefor, and the identity of individuals performing such services for the benefit of District. The invoice shall also include a detailed itemization of mileage expenses incurred for which reimbursement is requested.

If the Work is satisfactorily completed and the invoice is accurately computed, then District shall pay the invoice within thirty (30) days of its receipt. There shall be no compensation for extra or additional work or services by Consultant other than those specifically described in Scope of Services, unless approved in advance in writing by the District Administrator of District.

B. Consultant shall properly advise District as soon as reasonably practicable upon gaining knowledge of a condition, event or series of events that may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing in the form of a Change Order for review and approval by the Board of Directors or District Administrator of District. In the event the District orders services added, deleted or reduced, compensation shall likewise be added, deleted or reduced by a fair and reasonable amount and Consultant shall only be compensated for services actually performed. A Change Order must itemize the additional fees and expenses, and if any, District shall pay Consultant for such additional work. District shall have no liability for payment to Consultant for any extra work performed by Consultant that is not documented by a written Change Order executed by the District Administrator or Board of Directors of District.

3. Term.

A. This Agreement shall take effect on the above date and shall continue in effect until completion of the Work contemplated by this Agreement to the satisfaction of District unless sooner terminated because of either of the following: (1) Consultant fails to

perform the Work as diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work; (2) Consultant shall have failed to complete the Work in accordance with the time frames specified here.

B. Time is of the essence in this Agreement. The reasonable expectation is for the Work to be completed by Consultant on or before November 30, 2024. This time period may be extended by District.

C. This Agreement may be terminated for any or all portions of the Work by either party upon written notice to the other party in the event of a substantial failure of performance by such other party; or if District, by resolution of its Board of Directors, should deem it necessary or desirable to abandon or indefinitely postpone the prosecution of any part or all of the Work.

D. In the event of such abandonment, postponement or default by District, District shall pay to Consultant as full payment for all services performed and all expenses incurred under this Agreement, those amounts specified in a final invoice prepared by Consultant pursuant to the provisions of Section 2 hereof providing a detailed itemization of time spent performing services and expenses incurred for which reimbursement is requested through the date of notification of abandonment or postponement of the Work by District.

E. In the event of default in performance by Consultant, the provisions of Section 5 hereof shall apply.

4. Subcontractors and Subconsultants.

Consultant may employ other consultants necessary in connection with the performance of the Work with the prior written consent of District. The services of such consultants shall be paid for at Consultant's own expense. Consultant agrees to coordinate the work of any such consultants or engineers retained by Consultant for the Work. It is understood by and between District and Consultant that said consultants shall not be considered employees or agents of District.

5. Default by Consultant.

If Consultant fails to expeditiously advance the Work, or performs work that does not comply with the requirements of this Agreement, or fails to perform any task or produce any documents required by this Agreement, or is guilty of any other material breach of the terms of this Agreement, District may (1) suspend payment until such time as the default is remedied by Consultant; or (2) by written notice to Consultant terminate Consultant's right to perform all or any portion of the Work. Consultant hereby agrees to pay District all damages sustained as a result of default by Consultant. If District terminates Consultant's right to perform the Work, District may have the work performed by others and charge the cost to Consultant. The cost of completion by District shall include reasonable reimbursement for additional executive and administrative expenses along with all damages for delay and other damages sustained by

District as a result of Consultant's default. If the cost and expense of completing the Work, when added to the sum of amounts previously paid to Consultant under this Agreement and any amounts due but unpaid to Consultant at the time of such termination, exceed the contract price, District may deduct the amount of the excess from any such amounts then due Consultant. If the amount of such excess is larger than the amounts then due Consultant, Consultant shall immediately pay such excess or the balance thereof to District.

6. Ownership of Documents.

All documents prepared by Consultant under this Agreement shall be the exclusive property of District. By this Agreement, Consultant transfers all of its right, title and interest in such documents to District. To the extent any document prepared under this Agreement constitutes a copyrightable work, the Work under this Agreement shall be considered a work for hire and by this Agreement Consultant shall be deemed to transfer all rights, title, and interest in the copyrightable work to District, including the exclusive copyright. Documents prepared by Consultant under this Agreement shall not be provided by Consultant to any other person without District's prior written approval.

7. Compliance with Laws.

Consultant shall perform the Work in compliance with all applicable federal, state and local laws and regulations regarding safety of persons and property and their protection from damage, injury or loss, including applicable Cal-OSHA regulations. Consultant also shall possess and maintain all permits, licenses and certificates that may be required for it to perform the Work. Consultant shall comply with all laws and regulations as required by local, state, and federal agencies regarding nondiscrimination including, but not limited to, Title VII of the Civil Right of 1964, the Americans with Disabilities Act, the Age Discrimination Employment Act of 1967, and the California Fair Employment and Housing Act. The Consultant is aware of the District's anti-harassment policy and agrees to abide by the policy, practices and procedures set forth and established by the District.

8. Indemnification.

Consultant shall indemnify, defend, protect, and hold harmless District, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of or failure to perform the Work or any other obligations of this Agreement by Consultant or Consultant's subcontractors, agents or employees; (2) any alleged negligent act or omission of Consultant, or Consultant's subcontractors, agents or employees in connection with any acts performed or required to be performed pursuant to this Agreement. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees. Consultant's obligations under

this indemnification provision shall survive the termination, or completion of Work, under this Agreement.

9. Insurance.

A. Types and Limits. Consultant at its sole cost and expense shall procure and maintain for the duration of this agreement the following types and limits of insurance:

<u>Type</u>	<u>Limits</u>	<u>Scope</u>
Automobile Liability	\$1,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)

B. Consultant shall be permissibly self insured or shall carry full workers' compensation coverage for all persons employed, either directly or through subcontractors, in carrying out the Work contemplated by this Agreement and in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California. If Consultant fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 5 of this Agreement.

C. Consultant agrees to furnish a certificate or certificates substantiating the fact that it has taken out the insurance set forth above for the period covered by the Agreement and all endorsements substantiating coverage of District and its agents and employees as additional insureds. 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. Each such certificate shall bear an endorsement precluding the cancellation or reduction in coverage of any policy covered by such certificate before the expiration of thirty (30) days after District shall receive notification of such cancellation or reduction.

10. Warranty.

Consultant agrees that the Work shall be performed in accordance with Scope of Services and the standard of care for similar professionals in California. Consultant unconditionally guarantees all workmanship furnished by Consultant under this Agreement, and agrees to correct to the satisfaction of District any and all such Work that may prove defective in workmanship. This warranty shall remain in effect for one year from the date of District's acceptance of the Work. This warranty does not excuse Consultant for any other liability related to defective work discovered after the warranty period.

Consultant shall indemnify District under this Agreement and hold District harmless from any and all losses, damages, liabilities and expenses resulting from breach of Consultant's representations and warranties contained in this Section 10. The provisions of this Paragraph shall survive any termination of the Agreement.

11. Independent Contractor.

The parties hereto agree that at all times during the term of this Agreement Consultant, Consultant's employees, subcontractor and agents hired to perform services pursuant to this Agreement are independent contractors and are not agents or employees of District. Consultant shall have control over the means, methods, techniques, sequences, and procedures for performing and coordinating the Work required by this Agreement. District shall have the right to control Consultant only insofar as the result of Consultant's services rendered pursuant to this Agreement. If, in the performance of this Agreement, any third parties are employed or contracted by Consultant, such employees or subcontractors shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or contract shall be determined by Consultant, and District shall have no right or authority over such persons or the terms of their employment or contract.

Therefore, neither Consultant or any third persons employed by or contracted by Consultant to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from District should Consultant or any of its employees, agents or contractors sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither Consultant nor any third persons or contractors employed by Consultant shall be entitled to any other benefits payable to employees of District. Consultant hereby agrees to defend and hold District harmless from any and all claims that may be made against District based on any contention by any third party that an employer/employee relationship exists or that a contractual relationship exists between District and that third party by reason of this Agreement. Consultant represents that it, and its employees, agents and contractors, if applicable, are properly licensed and will remain so during the progress of the Work contemplated by this Agreement.

12. Representative of District.

The District Administrator of District, or his or her designated representative, shall represent District in all matters pertaining to the services to be rendered under this Agreement, except where approval specifically is required by District's Board of Directors. All requirements pertaining to services to be rendered under this Agreement shall be submitted to the District Administrator. Consultant shall consult with the District Administrator on all matters relative to this Agreement and District shall cooperate with Consultant in all matters relative to this Agreement in such a manner as will result in the performance of the Work without delay.

13. Assignment.

Consultant shall not assign this Agreement or any interest in it, or any money due or to become due under it voluntarily, involuntarily or by operation of law without District's prior written consent. In the event of any such purported assignment without District's prior written consent, District shall have the right, in addition to all other rights provided by law, to terminate this Agreement by giving written notice to Consultant. If this Agreement is so terminated,

District may contract for the completion of the Work or complete the Work itself. Damages will be computed in accordance with Section 5 of this Agreement. If this Agreement is so terminated pursuant to the provisions of this paragraph, Consultant agrees to waive and hereby does waive all other claims against District for profits, loss or damage because of such termination.

Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any performance, duty, obligation or responsibility under this Agreement.

14. Records.

Consultant shall retain and maintain, for a period of not less than four (4) years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning services performed, compensation paid, and expenses reimbursed pursuant to the terms of this Agreement. Consultant shall make available to District's agents for examination all such records and will permit District's agents to audit, examine and reproduce such records upon request by District at any time during normal business hours.

15. Entire Agreement.

This writing represents the sole, entire, exclusive and integrated contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the incorporated documents shall be valid or binding. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

16. Successors and Assignment.

This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, Consultant shall not subcontract, assign, or transfer this Agreement or any part of it without the prior written consent of District.

17. No Waiver of Rights.

Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default. The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of utilizing any remedy provided by law.

18. **Severability.**

If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.

19. **Attorneys Fees.**

In the event any arbitration, litigation or other action or proceeding of any nature between District and Consultant becomes necessary to enforce or interpret all or any portion of this Agreement, or in the event of any alleged breach by either party of any of the terms hereof, it is mutually agreed that the prevailing party will be entitled to an award of reasonable attorneys fees, costs and expenses from the other party. The prevailing party will be entitled to an award of attorneys fees in an amount sufficient to compensate the prevailing party for all attorneys fees incurred in good faith.

20. **Governing Law.**

This Agreement will be governed by and construed in accordance with the laws of the State of California.

21. **Notice.**

Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally, by email, or sent by prepaid, first class U.S. mail addressed as follows:

District: Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale, CA 95662
Attention: Michael Stickney

Consultant: Greg Foell

Any party may change its address by notifying the other party of the change in the manner provided above.

ORANGEVALE RECREATION AND PARK DISTRICT

By: Michael Stickney

Michael Stickney, Chairman of the Board

Greg Foell

By: Greg Foell

Greg Foell, Consultant