



**Paradise Recreation and Park District
Board of Directors - Regular Meeting**
Terry Ashe Recreation Center, Room B
Wednesday, September 09, 2026, 3:00 pm

Members of the public may submit comments prior to the meeting via email to BODclerk@paradisepspd.com before 1:00 p.m. on the day of the meeting or they may comment on Agenda items on during the time the item is presented. Speakers may comment on items not listed on the Agenda under Public Comment. Comments should be limited to a maximum of three (3) minutes. State Law prohibits the PRPD Board of Directors from acting on items not listed on the agenda. Please notify the meeting clerk prior to the start of the meeting if you wish to be heard. The public may access this meeting remotely:

Web Access: <https://us02web.zoom.us/j/84518561101?pwd=TXRZdUNPTk5MNFM1SWdvdzlmZENUQT09>

Telephone Access: **Dial:** +1 669 900 9128. **Meeting ID:** 845 1856 1101 **Password:** 6626

1. CALL TO ORDER

- 1.1. Pledge of Allegiance
- 1.2. Roll Call
- 1.3. Welcome Guests:

2. PUBLIC HEARING

OPEN PUBLIC HEARING

At this time the PRPD Board of Directors will open the Public Hearing for public comment and discussion for the purposes of presenting certain findings and approving an Energy Services Contract with SitelogIQ, for the implementation of certain energy related improvements to PRPD facilities in accordance with California Government code Section 4217.10 to 4217.18.

PUBLIC HEARING PROCEDURES

1. Staff Report
2. Open Hearing to the Public (3 minutes maximum per speaker)
3. Close Hearing to the Public
4. Board Discussion
5. Motion
6. Vote

CLOSE PUBLIC HEARING

1. Staff recommends that the PRPD Board of Directors authorize the District Manager to sign the 4217 Energy Master Services agreement with SitelogIQ, pending the completion of legal review.

2. Staff recommends that the PRPD Board of Directors adopt Resolution #26-09-1-561 for the approval of findings for government code section 4217.10-4217.18.

3. PUBLIC COMMENT

4. CONSENT AGENDA

- 4.1. Board Minutes: Regular Meeting (August 12, 2026)
- 4.2. Payment of Bills/Disbursements (Warrants and Checks Report)
Check # 061048 - 061222 and ACHs

5. COMMITTEE REPORTS: NONE

6. OLD BUSINESS

- 6.1. Honey Run Covered Bridge Association (Management). – The District wishes to explore management options with the Honey Run Covered Bridge Association **Recommendation:** *Information Only*

7. **NEW BUSINESS:** NONE

8. **REPORT**

8.1. District Report

9. **BOARD COMMENT**

10. **ADJOURNMENT**

Adjourn to the next regular meeting on 10/14/2026 at 6:00 p.m., in Conference Room B, at the Terry Ashe Recreation Center (6626 Skyway, Paradise, California).



In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate in the meeting, please contact the District Administrative Office at 530-872-6393 or info@paradisepd.com at least 48 hours in advance of the meeting.

This institution is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

NOTICE OF PUBLIC HEARING

RESOLUTION ADOPTING CERTAIN FINDINGS AND APPROVING ENERGY SERVICE CONTRACT FOR ENERGY RELATED IMPROVEMENTS TO DISTRICT FACILITIES WITH SITELOGIQ

NOTICE IS HEREBY GIVEN that the Paradise Recreation and Park District (PRPD) will conduct a public hearing at 6:00 p.m., or as soon thereafter as it can be heard at a Board meeting, on Wednesday, September 9th 2026, in the PRPD board chambers located at Paradise Recreation and Park District, Terry Ashe Recreation Center, Room B, 6626 Skyway, Paradise, CA 95969, for the purposes of presenting certain findings and approving an Energy Services Contract with SitelogIQ, for the implementation of certain energy related improvements to PRPD facilities in accordance with California Government code Section 4217.10 to 4217.18. The Board's findings shall provide and Energy Services Contract shall require that the cost to the District to implement the energy related improvements will be less than the anticipated marginal cost to the District of thermal electrical, or other energy that would have been consumed by the District in absent of purchasing the energy improvements.

All interested persons are invited to appear at the time and place specified above to give testimony regarding the proposed action listed above. If you are unable to attend the public hearing, you may direct written comments to the Paradise Recreation and Park District (6626 Skyway, Paradise, CA 95969).

If you plan to attend the public hearing and need a special accommodation because of a sensory or mobility impairment/disability, or have a need for an interpreter, please call (530) 872-6393 to arrange for those accommodations to be made. Notification 24 hours prior to the meeting will enable the District to make reasonable accommodations to assure accessibility at the meeting. Anyone may testify at this hearing. For information contact the District at (530) 872-6393.



Paradise Recreation & Park District

6626 Skyway
Paradise, CA 95969
Email: info@ParadisePRPD.com

Phone: 530-662-2037
Fax: 530-872-8619
Website: www.ParadisePRPD.com

RESOLUTION #26-09-1-560

APPROVAL OF FINDINGS FOR GOVERNMENT CODE SECTION 4217.10-4217.18, APPROVAL OF FACILITY SOLUTIONS AGREEMENT BETWEEN THE PARADISE RECREATION AND PARK DISTRICT FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION OF RENEWABLE GENERATION MEASURES ON SELECTED DISTRICT SITES

WHEREAS, the Paradise Recreation and Park District (“District”) Board of Directors (“Board”) has endorsed the goal of energy efficiency and directed staff to develop energy efficient and renewable generation projects for use at existing District sites. Based on an analysis of energy efficiency savings and capabilities the District has selected SitelogIQ based on their qualifications and references as to be “Best Value;” and

WHEREAS, the District approved an agreement to enter into negotiations with SitelogIQ (“Supplier”) which proposes an Energy Conservation project to the District to include energy efficiency improvements to the sites including the use of Government Code Section 4217.10-4217.18 to implement additional scopes of work for Solar PV Power Generation and EV Charging; and

WHEREAS, the Board has received, and reviewed information and data presented by District staff demonstrating that the cost to the District for Supplier to provide energy conservation and renewable generation measures pursuant to the Agreement will be less than the anticipated energy savings to the District; and

WHEREAS, in order to maximize the cost savings from the energy project, the District desires to improve the building energy efficiency at specified sites with the scope of work.

NOW THEREFORE, BE IT RESOLVED that based on comments, staff reports, and documentation reviewed by the Board, the Board makes the following formal findings pursuant to Government Code §4217.12:

- 1. That the anticipated cost to the public agency for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the public agency of thermal, electrical, or other energy that would have been consumed by the public agency in the absence of those purchases; and

- 2. That the difference, if any, between the fair rental value for the real property subject to the facility ground lease and the agreed rent, is anticipated to be offset by below-market energy purchases or other benefits provided under the energy service contract.

BE IT FURTHER RESOLVED that the Board hereby approves the Energy Services Master Agreement, a true and correct copy of which is attached hereto and incorporated herein as Exhibit “A.”

BE IT FURTHER RESOLVED that the District Manager or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

This Resolution was duly passed by the Board of Directors of the Paradise Recreation and Park District at a regular meeting held on the 9th day of September 2026 by the following vote:

Ayes: Noes: Absent: Abstain:

Al McGreehan, Chairperson

Joleen Levey, Secretary

4217 ENERGY SERVICES MASTER AGREEMENT

by and between

Paradise Recreation and Park District

and

SitelogIQ, Inc

1651 Response Road, Suite 300

Sacramento, California 95815

CA Contractor License #: 1054171

September 11, 2026

Table of Contents

1.	DEFINITIONS.....	6
2.	CONTRACTOR CERTIFICATIONS	6
2.1.	Drug-Free Workplace / Tobacco-Free Environment Certification (Exhibit B-1) ...	6
2.2.	Asbestos & Other Hazardous Materials Certification (Exhibit B-2)	6
2.3.	Iran Contracting Act Certification (Exhibit B-3).....	6
2.4.	Workers Compensation Certificate (Exhibit B-4)	6
2.5.	Prevailing Wage Certification (Exhibit B-5)	6
2.6.	Payment Bond (Exhibit B-6)	6
2.7.	Performance Bond (Exhibit B-7).....	6
2.8.	Non-Collusion Declaration (Exhibit B-8).....	6
3.	GENERAL	6
3.1.	Scope of Work	6
3.2.	Contract Price.....	7
3.3.	Protective Measures	7
3.4.	Prevailing Wage.....	7
3.5.	Unanticipated Conditions.....	8
3.6.	Labor	9
3.7.	Insurance	9
3.8.	Performance of the Work.....	9
3.9.	Hazardous Materials	10
3.10.	Suspension of the Work	11
3.11.	Taxes	11
3.12.	Liens.....	12

3.13.	Compliance with Applicable Laws	12
3.14.	Environmental Attributes, Incentives, and Energy Credits	12
3.15.	Independent Contractor.....	13
3.16.	Subcontractors.....	13
3.17.	Performance & Payment Bonds.....	13
3.18.	Title; Risk of Loss.....	14
4.	PRICE AND PAYMENT	14
4.1.	Contract Price.....	14
4.2.	Payment.....	15
5.	COMMENCEMENT & COMPLETION	17
5.1	Commencement and Substantial Completion.....	17
5.2.	Final Completion.	18
5.3.	Inspection.....	19
6.	REPRESENTATIONS & WARRANTIES	19
6.1.	Representations and Warranties of Contractor.	19
6.2.	Representations and Warranties of Owner.	20
7.	BREACH & TERMINATION	21
7.1.	Termination by Owner.....	21
7.2.	Termination by Contractor.....	22
7.3.	Indemnity	22
7.4.	Limitations of Liability	23
8.	MISCELLANEOUS	24
8.1.	Representatives	24
8.2.	Ownership of Plans, Data, Reports and Material.....	24

8.3. Governing Law	25
8.4. Force Majeure	25
8.5. Dispute Resolution.....	25
8.6. Notices and Demands	26
8.7. Nondisclosure	26
8.8. Time of Essence.....	27
8.9. Validity	27
8.10. Binding Effect.....	27
8.11. Modifications	27
8.12. Headings	28
8.13. Counterparts; Signature Pages.....	28
8.14. Announcements and Publications.....	28
8.15. Complete Agreement	28
8.16. No Agency	28
8.17. Priority of Documents.....	28
8.18. Assignment	29
8.19. No Waiver.....	29
Exhibit A – Definitions	31
Exhibit B – Certifications.....	37
Exhibit B-1: Drug-Free Workplace/Tobacco Free Environment Certification	38
Exhibit B-2: Asbestos & Other Hazardous Materials Certification	40
Exhibit B-3: Iran Contracting Act Certification.....	41
Exhibit B-4: Workers’ Compensation Certification.....	43
Exhibit B-5: Prevailing Wage and Related Labor Requirements Certification	44

Exhibit B-6: Payment Bond46

Exhibit B-7: Performance Bond48

Exhibit B-8: Non-Collusion Declaration.....50

Exhibit C – Work Orders.....52

Exhibit E – Insurance53

Exhibit F – Certificate of Substantial/Final Completion.....55

Exhibit G – Notice to Proceed.....57

DRAFT

ENERGY SERVICES AGREEMENT

This ENERGY SERVICES AGREEMENT ("Agreement"), dated as of September 11, 2026, ("Effective Date"), is by and between Paradise Recreation and Park District, a California special district, organized and existing under the laws of the State of California ("Owner") and SitelogIQ, Inc, a Delaware corporation ("Contractor") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Owner wishes to reduce energy consumption and operational expenses through the installation of energy conservation and energy generation technologies;

WHEREAS, California Government Code § 4217.10 et seq. authorizes a special district to enter into agreements, contracts and related documents with private sector entities for developing energy generation and conservation projects upon Owner's finding that the anticipated costs for such services provided under this Agreement, together with any financing costs, will be less than the anticipated marginal energy costs to Owner;

WHEREAS, Owner has assigned specific areas on Owner properties (each one, a "Site") on which the energy generation and conservation measures (each one, a "System") will be constructed;

WHEREAS, Owner wants to engage Contractor, and Contractor desires to provide the design, procurement, and installation of the Systems at each Site all in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, Contractor is a full-service energy services company with the technical capabilities to provide services to the Owner, including, but not limited to, energy and energy system auditing, engineering, design, procurement, construction management, installation, construction, financing, training, monitoring and verification, maintenance, operation, and repair;

WHEREAS, Owner may issue additional work orders from time to time to complete such energy or related projects as long as the project meets the requirements of California Government Code 4217.10 et seq. and does not exceed the Contract Price; and

WHEREAS, Owner's Governing Board, after holding a hearing at a regularly scheduled public hearing and after having provided two weeks advanced notice of such hearing, made all findings requires by Government Code section § 4217.12 for the Owner to enter into this Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS.

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in Exhibit A; (b) the singular shall include the plural and vice versa; (c) the word "including" shall mean "including, without limitation," (d) references to "Sections" and "Exhibits" shall be to sections and exhibits of this Agreement; (e) the words "herein", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection; and (f) references to this Agreement shall include a reference to all attached Exhibits, as the same may be amended, modified, supplemented or replaced from time to time.

2. CONTRACTOR CERTIFICATIONS

This Agreement includes the following contractor certifications, the forms of which are attached in Exhibit B, which must be completed by Contractor prior to commencement of the work on the Systems:

- 2.1. Drug-Free Workplace / Tobacco-Free Environment Certification (Exhibit B-1)
- 2.2. Asbestos & Other Hazardous Materials Certification (Exhibit B-2)
- 2.3. Iran Contracting Act Certification (Exhibit B-3)
- 2.4. Workers Compensation Certificate (Exhibit B-4)
- 2.5. Prevailing Wage Certification (Exhibit B-5)
- 2.6. Payment Bond (Exhibit B-6)
- 2.7. Performance Bond (Exhibit B-7)
- 2.8. Non-Collusion Declaration (Exhibit B-8)

3. GENERAL

3.1. Scope of Work

- (a) Contractor shall furnish to Owner energy efficiency upgrades and the engineering, design, procurement, construction management, installation, construction, monitoring, and commissioning of energy generation systems installed at various sites (collectively, the upgrades and Systems shall be referred to as the "Project").
- (b) Operations and maintenance are not a part of this Agreement. Owner shall enter into a separate contract for operations and maintenance with Contractor prior to Substantial Completion of the Work.
- (c) Project will be executed by individual Work Orders, detailed in Exhibit C ("Work").
- (d) Work shall be performed in accordance with this Agreement and Exhibits attached hereto.

- (e) If applicable, construction work shall not commence at the Site prior to DSA approval of the Project plans.

3.2. Contract Price

- (a) Contract Price. Subject to adjustments and/or the issuance of additional of Work Orders as set forth in this Agreement, Contractor agrees to perform the Work for the price as defined in each Work Order ("Work Order Price") as detailed in Exhibit C. The total value of this Agreement is the summation of the Work Order Prices ("Contract Price").
 - (i) Payment of each Work Order Price shall be made in compliance with the process described in Exhibit C.

3.3. Protective Measures

- (a) Contractor shall be responsible for all injury or damage to individuals or property that may occur as a result of its fault or negligence, or that of its Subcontractors, in connection with the performance of the Work.
- (b) Contractor shall take all reasonably necessary precautions for the safety of its employees and any and all other individuals present on the Site where the System is located and prevent accidents or injury to individuals on, about, or adjacent to the premises where the Work is being performed.
- (c) Contractor shall keep the relevant part of the Site where the System is located and surrounding areas free from accumulation of waste materials or rubbish caused by the Work, and at the end of each Day that the Contractor performs the Work, Contractor shall remove any debris, store such debris in containers at its sole expense, and leave the Site in a clean and orderly condition. Upon Final Completion, Contractor shall remove from the relevant part of the Site where the System is located all waste materials, rubbish, debris, debris containers, tools, Equipment, machinery and surplus materials from the Site and leave the Site in a clean and orderly condition.

3.4. Prevailing Wage

- (a) California Labor Code. Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including (without limitation) the payment of the general prevailing per diem wage rates for public work projects as required by law. In addition, Contractor and each Subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, commencing with Section 1720, and including Sections 1735, 1777.5 and 1777.6 forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or Subcontractor.
- (b) Davis-Bacon Act. If Work under this Agreement is financed partially with federal funds, to the extent required by such financing, Contractor shall also comply with all applicable provisions of the Davis-Bacon Act (40 U.S.C. 3141-48). Specifically, those provisions found at Title 29 CFR 5.5 requiring Contractor to pay the laborers and mechanics employed on the Project, on a weekly basis, no less than the wages and benefits that are prevailing in the area as determined by the Secretary of Labor.

- (c) Certified Payroll Records. This Project is subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Contractor and all subcontractors must furnish certified payroll records to the Department of Industrial Relations' Compliance Monitoring Unit at least monthly, or within 10 days of any separate request by the Compliance Monitoring Unit, in the manner required by the Compliance Monitoring Unit.
- (d) Payment Withholding. Pursuant to 8 CCR 16463(e), the Owner may withhold contract payments when payroll records are delinquent or inadequate or as required by the Labor Commissioner. The amount withheld shall be limited to those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate; provided that the Contractor shall be required in turn to cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency.
- (e) Site Access. Contractor shall provide site access to Department of Industrial Relations personnel upon request.
- (f) Prevailing Wage Notice. On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations, the Contractor shall post at appropriate, conspicuous, weatherproof points at the site the Notice of Projects Subject to Requirements of Subchapter provided in Title 8, section 16451(d) of the California Code of Regulations.
- (g) Prevailing Rate Penalty. Contractor shall, as a penalty, forfeit not less than Two Hundred Dollars (\$200.00) to the Owner for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. Pursuant to California Labor Code §1775, the difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

3.5. Unanticipated Conditions

Contractor will conduct a full and complete visual inspection of each Site, including (a) the readily apparent surface conditions of any areas where a System will be installed in or on the ground, including areas where utilities are located such as manhole covers, pull boxes, marked underground service areas, etc., (b) all staging, storage, delivery, and other areas necessary to perform the Work, (c) ingress to and egress from each Site for all supplies, personnel and Equipment, and (d) all as-built drawings, Site layout, easement and other documentation provided by Owner to Contractor as set forth in Exhibit C and Exhibit G. Upon request, Contractor will provide documentation associated with the inspection to Owner, including all findings. If any conditions exist, arise, or are discovered at the Sites that differ materially from: (i) the information contained in the documents referenced in Exhibit C and Exhibit G, (ii) the assumption that the soils at the Sites have an allowable vertical bearing pressure of 2,000 psf and a lateral bearing pressure

of 300 psf/ft below natural grade, or (iii) those conditions that Contractor discovered or should have reasonably discovered based on the inspections set forth in the first sentence of this Section 2.4, including without limitation, conditions related to Hazardous Materials or archeological findings, soils conditions, or subsurface obstructions of which Contractor was not aware on the date of this Agreement or could not reasonably be expected to anticipate based on the inspection described above, and such conditions involve the incurrence by Contractor of any material expenses to correct or accommodate such conditions (hereinafter, "Unanticipated Condition"), Contractor shall submit a request for approval of a Change Order and payment of the related expenses to Owner. Owner and Contractor may mutually agree to reduce portions of the Work to offset the Change Order request to comply with Owner budget limits.

3.6. Labor

Contractor shall be responsible for all Contractor labor-related delays or disruption of the progress of the Work that result from Contractor's acts or omissions. Contractor shall promptly take any and all reasonable steps that may be available in connection with the resolution of violations of collective bargaining agreements or labor jurisdictional disputes. Contractor shall advise Owner promptly in writing of any actual or threatened labor dispute of which Contractor has knowledge that might materially affect the performance of the Work by Contractor or by any of its Subcontractors. Contractor shall not be responsible for labor disputes, including union related strikes, walkouts, and lockouts outside of Contractor's control.

3.7. Insurance

- (a) Contractor and Owner, at their own expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than commencement of the Work at the Site and until Final Completion, all insurance coverage specified in Exhibit E.
- (b) Owner and any lenders to the Owner shall be added as additional insureds under the commercial general liability, automobile liability and umbrella/excess liability insurance procured and maintained by Contractor in connection with the Work. Contractor shall not add Owner or any lender as additional insureds under its worker's compensation insurance policy.
- (c) Each Party shall furnish current certificates indicating that the insurance required under this Agreement is being maintained. Each Party's certificate shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days (or ten (10) days in the event of failure to pay premiums) written notice before the insurance is cancelled.

3.8. Performance of the Work

- (a) Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. Owner will deal only through Contractor, who shall be responsible for the proper execution of the entire Work. In performing any professional services, Contractor shall perform such services with the care and skill ordinarily

used by members of the subject profession practicing under similar circumstances at the same time in the same locality.

- (b) Contractor agrees to use and agrees that it shall require each of its Subcontractors to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by Applicable Law or any Governmental Authority to enable such Persons to perform their Work involving any part of Contractor's obligations under this Agreement.
- (c) Contractor agrees that all materials and Equipment to be supplied or used by Contractor or its Subcontractors in the performance of its obligations under this Agreement shall be new (if being incorporated into the System) or in good operating condition (if not being incorporated into the System) and fit for the use(s) for which they are employed by Contractor or its Subcontractors. Such materials and Equipment shall at all times be maintained, inspected and operated pursuant to Industry Standards and as required by Applicable Law. Contractor further agrees that all licenses, permits, registrations and certificates or other approvals required by Applicable Law or any Governmental Authority will be procured and maintained for such materials and Equipment at all times during the use of the same by Contractor or its Subcontractors in the performance of any of Contractor's obligations under this Agreement.

3.9. Hazardous Materials

- (a) Contractor hereby specifically agrees to indemnify, defend and hold Owner, their present and future Board members, administrators, employees, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees) up to the amount referenced in Section 7.4(b) of this Agreement, that they may incur or suffer by reason of:
 - (i) any release of a Hazardous Material brought on to the Site by Contractor; and
 - (ii) any disturbance or release of pre-existing Hazardous Materials caused by Contractor's sole negligence, provided the Owner made Contractor aware of such pre-existing Hazardous Materials; and
 - (iii) Any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Contractor.
- (b) Owner hereby specifically agrees to indemnify, defend and hold Contractor, its present and future direct or indirect parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:
 - (i) any release of a Hazardous Material brought on to the Site by Owner, Owner Representative, or Owner's contractors on other projects;

- (ii) any pre-existing Hazardous Material that through Owner's negligence, are released or distributed at the Site, with the exception of pre-existing Hazardous Material released or disturbed at the Site through Contractor's negligence;
- (iii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Owner or Owner Representative; and
- (iv) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Owner or Owner Representative.

3.10. Suspension of the Work

- (a) If Contractor does not receive payment of any undisputed invoices submitted in accordance with Section 4.2, Contractor shall have the right, upon not less than fifteen (15) days written notice, to suspend the Work under this Agreement. Contractor shall be entitled to compensation for all undisputed amounts under this Agreement. If Owner issues full payment of the undisputed invoice within fifteen (15) days of written notice of intention to suspend, the notice of intention to suspend shall have no further force or effect and Contractor shall continue to perform the services hereunder as if the notice of intention to suspend had not been given. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3.10(a) continues for more than two (2) months, Contractor shall be entitled to, at its sole discretion, terminate this Agreement.
- (b) Owner may suspend the Work temporarily at its discretion. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3.10(b) continues for more than six (6) months, Contractor shall be entitled, at its sole discretion, to terminate this Agreement.
- (c) After the resumption of the performance of the Work, Contractor shall, after due notice to Owner, examine the Work affected by the suspension. Contractor shall make good any defect, deterioration or loss of the construction or the Work affected that may have occurred during the suspension period. Costs properly incurred by Contractor (including but not limited to demobilization and mobilization costs, insurance fees, and repair cost) shall be added to the Work Order Price, so long as the suspension did not arise due to any sole act, omission, or default on the part of Contractor.

3.11. Taxes

The Work Order Price includes (and Contractor assumes exclusive liability for and shall pay before delinquency) all federal, state or local sales, use, value added, excise and other taxes, charges or contributions imposed on, or with respect to all Equipment and Contractor's services contemplated by this Agreement, provided that Owner shall pay and have exclusive liability with respect to any taxes payable with respect to Owner's income. Contractor shall hold harmless, indemnify and defend Owner, together with any and all its governing board, administrators, agents and employees from any liability, penalty, interest and expense by reason of Contractor's failure to pay such taxes, charges or contributions. Contractor and Owner shall cooperate with each other to minimize the tax liability of both Parties to the extent legally permissible.

3.12. Liens

Contractor warrants good title, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, to all Equipment and other items furnished by it or any of its Subcontractors that become part of the System to the extent payment therefore has been received by Contractor from Owner.

3.13. Compliance with Applicable Laws

- (a) Contractor specifically agrees that it shall at all times fully comply with Applicable Laws and that it shall perform the Work in accordance with the Applicable Laws. Notwithstanding the foregoing, Contractor's responsibility for any environmental liabilities shall be governed by Section 3.9.
- (b) Owner specifically agrees that in the performance of its obligations under this Agreement it shall at all times fully comply with Applicable Laws.

3.14. Environmental Attributes, Incentives, and Energy Credits

- (a) Contractor acknowledges that Owner shall retain all rights and interests to the performance based incentive payments made under the California Solar Initiative.
- (b) Owner acknowledges that Contractor shall own, and may assign or sell in its sole discretion, all rights, title, and interest associated with or resulting from the development, construction, installation and ownership of the System or the production, sale, purchase or use of the energy output including, without limitation:
 - (i) All Environmental Incentives arising from the Environmental Attributes associated with the System;
 - (ii) The reporting rights and exclusive rights to claim that: (i) the energy output was generated by the System (except as stated in paragraph (a)), (ii) Contractor is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the System, (iii) Contractor is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing;
 - (iii) All carbon reduction tonnage as defined under the Climate Action Reserve or similar definition as enacted by the State of California or the U.S. Federal Government ("Carbon Credits");

- (iv) All “renewable energy credits” (as such term is defined in Section 399.12(h)(2) of the California Public Utilities Code);
 - (v) All Environmental Incentives hereafter enacted into law, whether under federal, state or local law, arising from the Environmental Attributes of the System or the energy output or production, sale, purchase, consumption or use of the energy output from the System, expressly excluding, however, any future Environmental Incentives that are or may be dependent on ownership of the System for federal tax purposes.
- (c) The Carbon Credits, renewable energy credits, grants and future Environmental Incentives as described herein shall be referred to collectively as “Energy Credits”. The Contractor may assign, sell, transfer or otherwise convey all or any part of its right, title, and interest in and to the Energy Credits from time to time as it may determine to be in its best interest. Owner shall take such steps as Contractor shall reasonably request to confirm Contractor's ownership of Energy Credits as herein provided and shall cooperate with Contractor, to the extent Contractor reasonably requests and at Contractor's expense, in the sale or other disposition of Energy Credits.
- (d) Owner recognizes that Contractor shall be the designer under this project may be eligible for a tax deduction for energy efficient commercial buildings under §179D of the Internal Revenue Code. Owner shall cooperate with Contractor in completing the paperwork and certifications necessary to allow Contractor to claim any §179D or other energy efficient commercial buildings tax deduction.

3.15. Independent Contractor

Contractor acts hereunder as an independent contractor and not as an agent or employee of the Owner. The Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the Owner. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of Owner, and are not entitled to benefits of any kind or nature normally provided employees of Owner and/or to which Owner's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

3.16. Subcontractors

To the extent required by law, Contractor shall be responsible for the acts and omissions of Subcontractors. Contractor shall be responsible for performance of all the Work, whether performed by Contractor or, to the extent required by law, its Subcontractors. Owner shall not undertake any obligation to pay or to be responsible for the payment of any sums to any Subcontractor. The Owner shall have no responsibility for settling Subcontractor claims or disputes.

3.17. Performance & Payment Bonds

See individual Work Orders in Exhibit C for bonding requirements. Bonds shall be provided in substantially similar form to Exhibits B-6 and B-7.

3.18. Title; Risk of Loss

- (a) From Effective Date and until the date of Substantial Completion for the Work subject to the applicable Work Order, and subject to Sections 3.18(b) and 3.18(c), Contractor assumes risk of loss and full responsibility for the cost of replacing or repairing any damage to the System and all damages to and defects in materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor for permanent installation in or for use during construction of the System.
- (b) Unless changed by separate or subsequent agreement, Owner shall bear the risk of loss and full responsibility with respect of the System from and after the date of Substantial Completion of the Work subject to the Work Order.
- (c) Notwithstanding anything herein to the contrary, and except as set forth in a separate or subsequent agreement, the Owner shall bear the risk of loss and full responsibility for the cost of replacing or repairing any damage to that portion of the System applicable to the Work Order and all materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor or Owner for permanent installation in or for use during construction of the System to the extent caused by the negligent, grossly negligent or willful acts of Owner or its agents, employees or representatives.
- (d) Title to all materials, Equipment, supplies and maintenance equipment required by this Agreement, to be purchased by Contractor for permanent installation as part of the System or for use by Owner in the operation of that portion of the System subject to the particular Work Order shall pass to the Owner upon the achievement of Substantial Completion of the Work required by that Work Order.

4. PRICE AND PAYMENT

4.1. Contract Price

- (a) The Work Order Price is firm and fixed and includes all expenses to be incurred by Contractor including, but not limited to, Equipment and materials, erection, commissioning, inclusive of cost of travel and lodging expenses, Applicable Permits (other than the Owner Permits) and taxes, related to Contractor's performance of its obligations under this Agreement.
- (b) Any Changes to the System or Work above and beyond code requirements and Industry Standards requested by the Owner shall be resolved through a Change Order to this Agreement.
- (c) Any additional Work not otherwise specified in Exhibit C shall be resolved through a Change Order to this Agreement. Contractor shall not begin any additional Work until execution of the Change Order. Contractor shall not be held liable for any costs associated with delays resulting from Owner's failure to execute a Change Order required by this Section 4.1(c).

- (d) Owner and Contractor may mutually agree to reduce portions of the Work to offset the Change Order request to comply with Owner budget limits.
- (e) The Work Order Price shall only be changed by Change Order approved by Contractor and Owner.
- (f) When a Change Order is proposed, the Contractor shall furnish a breakdown of actual costs, itemized by materials, labor, subcontract work, taxes, overhead and profit. Subcontract work shall also be itemized.

4.2. Payment

- (a) Cost Breakdown: Prior to submitting Contractor's first request for payment, the Contractor shall prepare and submit to the Owner a cost breakdown (schedule of values) showing the major work items for each trade or operation required in construction of the Project. The work items shall be sufficiently detailed to enable the Owner to accurately evaluate the completion percentages requested by the Contractor. The cost for each work item shall include overhead and profit. The total of all work item costs shall equal the amount of the Agreement.
- (b) Scope of Payment: Payment to the Contractor at the unit price or other price fixed in the Agreement for performing the work required under any item or at the lump sum price fixed in the Agreement for performing all the work required under the Agreement, shall be full compensation for furnishing all labor, materials, equipment and tools necessary to the work, and for performing and completing, in accordance with the specifications, all work required under the item or under the Agreement, and for all expense incurred by the Contractor for any purpose in connection with the performance and completion of the work.
- (c) Progress Payments: The Contractor will, on or about the last day of each month, make an estimate of the value of the work completed by Contractor in the performance of the Agreement. These estimates shall be subject to the review and approval of the Owner. The first such estimate will be of the value of the work completed after the Contractor commenced the performance of the Agreement, and every subsequent estimate, except the final estimate, will be of the value of the work completed since the immediately preceding estimate. Such estimates will be based on labor, materials and equipment incorporated into the work, and items of materials and equipment delivered to the Project. The Contractor shall be responsible for the security and protection of such materials and equipment delivered to the Project and not incorporated in the work. Within thirty (30) calendar days after the approval of each estimate for progress payment, the Owner will pay to the Contractor an amount equal to ninety five (95) percent of the approved estimate. Payments may at any time be withheld if in the judgment of the Owner the work is not proceeding in accordance with the Agreement, the Contractor is not complying with the requirements of the Agreement, stop notices have been timely filed, the estimate contains an error, or the Owner has incurred costs or requests reasonable financial assurances regarding defective work by the Contractor. The Owner shall pay interest on all progress payments not made within thirty (30) days at the rate specified in California Public Contract Code section 20104.50.

- (d) **Final Payment:** Within thirty (30) days after all required work is fully completed in accordance with the Agreement, the Contractor shall submit a final invoice for the total value of the work completed in accordance with the Agreement, which shall be subject to review and approval by the Owner. As required by law, Owner shall pay Contractor the unpaid balance of the Agreement price of the work, or the whole Agreement price of the work if no progress payment has been made, determined in accordance with the terms of the Agreement, less such sums as may be lawfully retained under any provision of the Agreement, including, but not limited to, amounts retained for damages, for stop notices, for third-party claims for which the Contractor is required to indemnify the Owner, for defective work and costs incurred by the Owner in connection therewith, or for other such claims and damages attributable to the Contractor ("Final Payment"). Prior progress estimates and payments are subject to correction in the Final Payment. Tender of the Final Payment shall constitute denial by the Owner of any unresolved claim. Contractor's acceptance of the Final Payment shall operate as a full and final release to the Owner and its agents from any and all unasserted claims Contractor has, or may have, related to this Agreement. Owner shall make Final Payment to SitelogIQ within thirty (30) days of receipt of Contractor's final invoice. The Owner shall pay interest if final payment is not made within thirty (30) days at the rate specified in California Public Contract Code section 20104.50.
- (e) **Payments Do Not Imply Acceptance of Work:** The granting of any progress payment or payments by the Owner or the receipt thereof by the Contractor shall not constitute acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.
- (f) **Retention of Sums Charged Against Contractor:** It is mutually understood and agreed that when under any provision of this Agreement the Owner shall charge any sums of money against the Contractor, the amount of such charge shall be deducted and retained by the Owner from the amount of the next succeeding progress estimate, or from any other monies due or that may become due the Contractor on account of the Agreement. If on completion or termination of the Agreement such monies due the Contractor are found insufficient to cover the Owner's charges against the Contractor, the Owner shall have the right to recover the balance from the Contractor or the Contractor's sureties.
- (g) **Release:** The Contractor and each assignee under an assignment in effect at the time of Final Payment shall, if required by the Owner, execute and deliver at the time of Final Payment and as a condition precedent to Final Payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the Owner, discharging the Owner, its officers, agents and employees of and from liabilities, obligations and claims arising under this Agreement.
- (h) **Payment to Sub-contractors and Suppliers:** The Contractor shall pay each sub-contractor and supplier promptly on receipt of each progress payment from the Owner for the materials, labor and equipment delivered to the site or incorporated in the work by each sub-contractor during the period for which the progress payment is made, less any retention as provided above.

- (i) Stop Notice Costs: The Owner reserves the right to charge the Contractor or surety, or to withhold from release of retention, all costs incurred by the Owner, including attorney's fees, for processing and defending stop notice claims.
- (j) Contractor shall be entitled to, an increase in the Contract Price where the cost to Contractor for any labor, raw-material or component (including without limitation, solar panels, tracking equipment, inverters, lighting and mechanical system components or any other equipment or materials necessary to complete the work required by this Agreement) increases after the date of this Agreement. Such increase may be determined by the relative index for such labor, equipment, or material component including but limited to Consumer Price Index, The Steel Index, Commodity Indexes, etc. Contractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to re-procure, costs to change suppliers, costs of manufactured equipment or system components, or other costs of any kind resulting from the changes.

5. COMMENCEMENT & COMPLETION

5.1 Commencement and Substantial Completion

- (a) Contractor shall perform the Work as soon as practicable following the receipt of Notice To Proceed payment and receipt of Site title reports and as-built drawings from the Owner.
- (b) The Contractor shall achieve Substantial Completion as set forth in Work Order. Contractor may claim a justified extension of the Substantial Completion Date if it is or will be delayed in completing the Work for one or more of the following causes:
 - (i) Unanticipated Conditions which directly affect the Project Milestones;
 - (ii) Changes in the design, scope, or schedule of the Project required by the Owner;
 - (iii) Breach of this Agreement by Owner;
 - (iv) Suspension of the Work pursuant to Section 3.10; or
 - (v) Force Majeure Event.
- (c) The following are conditions precedent to Substantial Completion:
 - (i) the System is mechanically, electrically, and structurally constructed in accordance with the requirements of this Agreement, the Work and Industry Standards, except for non-critical punchlist items that do not affect operations;
 - (ii) the electrical infrastructure and the grid connection for the System is mechanically, electrically and functionally complete and capable of interconnection with the local utility;
 - (iii) Owner and Contractor shall have agreed on the punchlist items. For clarity purposes, the punchlist shall include final as-built drawings, operation and

maintenance manuals, operation and maintenance training, permission to operate by local utility, Performance Test, and final lien waivers; and

- (iv) all necessary documents have been submitted to the local public utility and all Work has been completed to the extent necessary for the local utility to issue a permission to operate.
- (d) When Contractor believes it has achieved Substantial Completion, Contractor shall provide notice to Owner containing sufficient detail to enable Owner to determine that Contractor has complied fully with the requirements of Section 5.1(c). Within five (5) Business Days after receipt of such notice, Owner shall either issue to Contractor the Certificate of Substantial Completion in a form similar to Exhibit F, or, if reasonable cause exists for doing so, advise Contractor by notice (stating the reasons therefore) that Substantial Completion has not been achieved. In the event Owner determines that Substantial Completion has not been achieved in accordance with the conditions precedent in Section 5.1(c), Contractor shall promptly take such action or perform such Work as is required to achieve Substantial Completion and shall thereupon issue to Owner another notice as set forth above. This procedure shall be repeated until such time as Owner has acknowledged Substantial Completion subject to Section 5.1(f).
- (e) All punchlist items shall be completed no later than sixty (60) Business Days after Substantial Completion Date unless otherwise delayed by the local utility. Failure of Contractor to fulfill this obligation shall entitle Owner to complete the pending works on its own. Owner shall issue final payment to Contractor minus the cost to complete remaining or incomplete punchlist items.
- (f) Any dispute between Owner and Contractor with respect to the projected achievement of Substantial Completion as contemplated by this Section 5.1(c) shall be resolved in accordance with Section 8.5(b).

5.2. Final Completion.

- (a) Final Completion of the System shall be deemed to have occurred only if:
 - (i) all punchlist items contemplated in Section 5.1(c)(iii) have been completed or waived;
 - (ii) all manuals, drawings and other documents expressly required to be delivered by Contractor hereunder have been delivered to Owner;
 - (iii) on-site operation and maintenance training as required has occurred;
 - (iv) all final lien waivers have been obtained;
 - (v) a Certificate of Final Completion in a form similar to Exhibit F is duly signed by Owner's Representative and the Contractor's Representative; and
 - (vi) the local utility has provided a permission to operate.
- (b) Upon Final Completion, Contractor shall submit to Owner a Certificate of Final Completion in a form similar to Exhibit F certifying that all of the foregoing conditions have been satisfied.

Owner shall, within five (5) Business Days after the receipt by Owner of such written certificate, shall execute an acknowledgment of such certificate if Contractor has achieved Final Completion or provide written notice of Contractor's failure to achieve Final Completion. Contractor shall promptly take such action or perform such Work as is required to achieve Final Completion and shall thereupon issue to Owner another notice as set forth above. This procedure shall be repeated until such time as Owner has acknowledged Final Completion subject to Section 5.2(c).

- (c) Payment of retention from the Agreement, less any sums withheld pursuant to the terms of this Agreement or applicable law, shall not be made to the Contractor sooner than thirty (30) calendar days after the date the Owner acknowledges Final Completion.
- (d) Any dispute between Owner and Contractor with respect to the projected achievement of Final Completion as contemplated by this Section 5.2(a) shall be resolved in accordance with Section 8.5(b).

5.3. Inspection.

All Work performed by Contractor and all Equipment shall be subject to inspection by Owner, but such right of inspection of the Work or Equipment shall not relieve Contractor of responsibility for the proper performance of the Work or Equipment to the extent provided under this Agreement. Contractor shall provide to Owner or Owner's designee access to Contractor's facility or facilities where the Work is being performed during business hours, and subject to compliance with Site safety rules and policies. Owner shall ensure that the inspections do not affect the normal performance of this Agreement unless Work is not in compliance with this Agreement.

6. REPRESENTATIONS & WARRANTIES

6.1. Representations and Warranties of Contractor.

Contractor represents and warrants to Owner that:

- (a) Contractor is a Delaware corporation, duly organized, validly existing, and in good standing under the laws of the State of Delaware, and has full power to engage in the business it presently conducts and contemplates conducting, and is and will be duly licensed or qualified and in good standing under the laws of the State of California and in each other jurisdiction wherein the nature of the business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder.
- (b) Contractor has (either directly or through a Subcontractor) all the required authority, ability, skills, experience and capacity necessary to perform and shall diligently perform the Work in a timely and professional manner, utilizing sound procurement principles, project management procedures, construction procedures and supervisory procedures, all in accordance with Industry Standards. Contractor has (either directly or through a Subcontractor) the experience and skills necessary to determine, and Contractor has reasonably determined, that Contractor can perform the Work for the Work Order Price.

- (c) The execution, delivery and performance by Contractor of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof to any lien other than as contemplated or permitted by this Agreement.
- (d) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to Contractor's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Contractor or in any impairment of its ability to perform its obligations under this Agreement.
- (e) All goods, services, equipment, parts, and materials furnished in connection with the Work related to the System are new, unused and undamaged at the time of delivery to the Site.
- (f) The individual executing this Agreement on behalf of Contractor is duly authorized to execute and deliver this Agreement on behalf of Contractor and this Agreement is binding upon Contractor in accordance with its terms.

6.2. Representations and Warranties of Owner.

Owner represents and warrants to Contractor that:

- (a) Owner is a California special district duly organized, validly existing, and in good standing under the laws of the State of California and has full legal capacity and standing to pursue its purpose (including the capacity to dispose of and encumber all of its assets) and full power to engage in the business it presently conducts and contemplates conducting.
- (b) The execution, delivery and performance by Owner of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof or the Site or any portion thereof to any lien other than as contemplated or permitted by this Agreement.
- (c) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to Owner's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Owner or in any impairment of its ability to perform its obligations under this Agreement.
- (d) Owner will exercise commercially reasonable efforts to procure funding for the Project within 180 days of the Effective Date.
- (e) Owner has proof of funds, to the satisfaction of the Contractor, that are necessary from time to time to pay Contractor the Work Order Price in accordance with the terms of this Agreement.

- (f) The individual executing this Agreement on behalf of Owner is duly authorized to execute and deliver this Agreement on behalf of Owner and this Agreement is binding upon Owner in accordance with its terms.

7. BREACH & TERMINATION

7.1. Termination by Owner

- (a) Contractor agrees that Owner shall be entitled to terminate this Agreement upon the occurrence of any of the following circumstances:
- (i) Except as otherwise permitted under this Agreement, Contractor abandons the entire Work for more than ninety (90) days or fails to commence the Work within one-hundred and eighty (180) days after receiving the Funding Date payment, and after expiration of said period fails to commence or continue performance of the Work within ten (10) business days of Contractor's written notice from Owner to commence or continue performance of the Work;
 - (ii) Contractor commits a material breach of this Agreement, and Contractor does not commence the cure of said breach and thereafter diligent pursuant to completion the cure of said breach, within thirty (30) days following Contractor's receipt of written notice thereof from Owner, or
 - (iii) Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.
- (b) Upon the occurrence of any of the foregoing, Owner may instruct Contractor to discontinue all or any part of the Work, and Contractor shall thereupon discontinue the Work of such parts thereof. Owner shall thereupon have the right to continue and complete the Work or any part thereof, by contract or otherwise.
- (c) Upon exercising commercially reasonable efforts, Owner shall be entitled to terminate this Agreement if it is unable to procure funding for the Project within 180 days of the Effective Date. Upon this occurrence, Owner shall have no further obligation to Contractor.
- (d) If Owner elects to terminate this Agreement for any reason other than provided herein, Owner shall reimburse Contractor for all expenses incurred prior to termination, including but not limited to development and engineering cost prior to the Effective Date.
- (e) If any covenant, condition or restriction upon the Site prohibits the installation of the System at the Site, Owner has the right to terminate this Agreement. Upon such termination, provided it is not due to the negligence or misconduct of the Contractor or its subcontractors, agents or representatives, Owner shall pay to Contractor for all services rendered up to and including the date of termination; plus all costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to Subcontractors arising from costs or expenses reasonably incurred by such

Subcontractor and directly resulting from such termination; plus, if applicable, costs incurred by Contractor in demobilizing its work force from Site; plus all engineering and development cost incurred by Contractor prior to the Effective Date.

7.2. Termination by Contractor

- (a) Without limiting the provisions of Section 8.5, Owner agrees that upon the occurrence of any of the following, Owner shall reimburse Contractor for all expenses incurred prior to termination, including but not limited to development and engineering cost incurred prior to the Effective Date:
 - (i) If Owner makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.
 - (ii) If Owner fails to make any payment to Contractor hereunder when due, which failure remains uncured for thirty (30) days following Owner's receipt of written notice thereof from Contractor, the Owner shall be in breach and Contractor shall have all rights and remedies that may be available under Applicable Law against Owner with respect thereto, including without limitation the right to suspend performance of the Work or terminate this Agreement as set forth in Section 3.10.

7.3. Indemnity

- (a) Contractor shall fully indemnify, save harmless and defend Owner from and against any and all costs, claims, and expenses incurred by Owner and their successors, assigns, governing board members, administrators, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of Owner) arising from or relating to Contractor's performance of its obligations under this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of Contractor or its Subcontractors, agents or employees or others under Contractor's control or (b) a breach by Contractor of its obligations hereunder.
- (b) Owner shall fully indemnify, save harmless and defend Contractor and its successors, assigns, officers, directors, members, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of Contractor or Subcontractors) arising from or relating to this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of Owner or its agents or employees or others under Owner's control or (b) a breach by Owner of its obligations hereunder.
- (c) Each Party shall indemnify, defend and hold the other Party, and its present and future governing board members, administrators, direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives

harmless from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from (a) actual or alleged infringement or misappropriation by such Party (or in the case of Contractor, any Subcontractor) of any patent, copyright, trade secret, trademark, service mark, trade name, or other intellectual property right in connection with the System, including without limitation, any deliverable, (b) such Party's (and in the case of Contractor, any Subcontractor's) violation of any third-party license to use intellectual property in connection with the Work, including, without limitation, any deliverable. Notwithstanding the foregoing, the indemnification obligations of Contractor set forth in this Section 7.3(c) shall not apply when the claim of infringement arises from a particular design, process or product of a particular manufacturer or manufacturers that Contractor is directed by Owner to use in connection with the Contract Documents, unless the Contractor has reason to believe there is an infringement of such intellectual property right.

- (d) If any claim is brought against a Party (the "Indemnified Party") that gives rise to a potential indemnity claim under this Section 7.3, then the Indemnified Party shall give written notice of said claim to the other Party (the "Indemnifying Party"). Upon receipt of written notice of the claim, the Indemnifying Party shall be entitled to participate in, and, unless in the opinion of counsel for the Indemnifying Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party. Where the Indemnifying Party has elected not to assume the defense of a claim that gives rise to a potential indemnity claim under this Section 7.3, the Indemnifying Party shall reimburse the Indemnified Party for its reasonable and necessary defense expenses to the extent said claim is adjudged to be covered under the indemnity obligations. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder.

7.4. Limitations of Liability

- (a) No Consequential Damages. IN NO CIRCUMSTANCES SHALL THE CONTRACTOR OR OWNER OR ANY OF THEIR RESPECTIVE OFFICERS, MEMBERS OR EMPLOYEES BE LIABLE FOR PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR REVENUES OR THE LOSS OF USE OF SUCH PROFITS OR REVENUE, LOSS BY REASON OF PLANT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY, COSTS OF REPLACEMENT POWER OR CAPITAL, DEBT SERVICE FEES OR PENALTIES, INVENTORY OR USE CHARGES, DAMAGES TO REPUTATION, DAMAGES FOR LOST OPPORTUNITIES, REGARDLESS OF WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON PARTIES' LIABILITY FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN THIS SECTION 7.4(a) SHALL NOT APPLY TO THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT FOR SUCH DAMAGES WHEN SUCH DAMAGES ARE SOUGHT BY THIRD PARTIES.
- (b) Maximum Liability. Whether an action or claim is based on warranty, contract, tort or otherwise, under no circumstance shall (i) Owner's total liability arising out of or related to

this Agreement exceed the Contract Price or available insurance proceeds whichever is greater, and (ii) Contractor's total liability arising out of or related to this Agreement exceed the Contract Price or available insurance proceeds whichever is greater.

8. MISCELLANEOUS

8.1. Representatives

- (a) Owner Representative. Owner designates, and Contractor agrees to accept, Dan Efseaff, District Manager, as Owner Representative for all matters relating to Contractor's performance of the Work. The actions taken by Owner Representative regarding such performance shall be deemed the acts of Owner and shall be fully binding for Owner. Owner may, upon written notice to Contractor, pursuant to Section 8.6 hereof, change the designated Owner Representative.
- (b) Contractor Representative. Contractor designates, and Owner agrees to accept, John Gajan as Contractor Representative for all matters relating to Contractor's performance under this Agreement. The actions taken by Contractor Representative shall be deemed the acts of Contractor and shall be fully binding for Contractor. Contractor may, upon written notice to Owner, pursuant to Section 8.6 hereof, change the designated Contractor Representative.
- (c) Power of Representatives. The Parties shall vest their Representatives with sufficient powers to enable them to assume the obligations and exercise the rights of Contractor or Owner, as applicable, under this Agreement.
- (d) Notices to Representative. Notwithstanding Sections 8.1(a) and 8.1(b), all amendments, Change Orders, notices and other communications between Contractor and Owner contemplated herein shall be delivered in writing and otherwise in accordance with Section 8.6.

8.2. Ownership of Plans, Data, Reports and Material

- (a) Subject to Sections 8.2(c), Contract Documents developed by Contractor under this Agreement shall become the property of Owner when prepared and shall be delivered to Owner upon completion of the Work; provided that nothing in the foregoing shall impair, alter or otherwise affect Contractor's proprietary rights in its patents, products or other intellectual property.
- (b) Any additional inventions or intellectual property created during performance of this Agreement shall be owned by Contractor.
- (c) Contractor further agrees to grant and hereby grants to Owner an irrevocable, non-exclusive, royalty-free license under all patents, copyrights and other proprietary information of Contractor related to the Work now or hereafter owned or controlled by Contractor to the extent reasonably necessary for the operation, maintenance or repair of the System or any subsystem or component thereof designed, specified, or constructed by Contractor under this Agreement. No other license in such patents and proprietary information is granted pursuant to this Agreement.

8.3. Governing Law

The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any Dispute that is not resolved pursuant to Section 8.5, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within California and shall comply with all requirements necessary to give such court jurisdiction.

8.4. Force Majeure

Contractor shall promptly notify Owner in writing of any delay or anticipated delay in Contractor's performance of this Agreement due to a Force Majeure Event, and the reason for and anticipated length of the delay. Contractor shall deliver such notice as soon as reasonably practicable, but in any event within seventy-two (72) hours of Contractor's becoming aware of such delay. Contractor shall be excused for any delays or defaults in the performance of its obligations under this Agreement that are the result of a Force Majeure Event. Contractor shall be entitled to a reasonable extension of time for delays due to a Force Majeure Event; provided that any Work done or materials furnished by Contractor in restoring or rebuilding the System will be paid for by Owner as an approved Change Order.

8.5. Dispute Resolution

- (a) Good faith negotiations. In the event that any question, dispute, difference or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), which either Party has notified to the other, senior management personnel from both Contractor and Owner shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation, the provisions of Sections 8.5(b), 8.5(c) and 8.5(d) shall apply to the extent applicable to the Dispute.
- (b) Technical Dispute. Technical Disputes shall be resolved by a mutually agreed upon independent expert. For the purposes of this Agreement, a "Technical Dispute" shall mean a Dispute regarding whether the System conforms to the Industry Standards and applicable Building Codes, whether the relevant part of the Site where the System is located meets the required Site characteristics, and any other Disputes of a technical or engineering nature. All Technical Disputes shall be resolved on an accelerated basis by a nationally recognized professional expert unless otherwise agreed in writing by Contractor and Owner. Parties will share equally in the cost of the independent expert engaged to resolve Technical Disputes.
- (c) Non-Binding Mediation. If the Dispute remains unresolved, a Party may require that a non-binding mediation take place with a mediator mutually chosen by Owner and Contractor. If Owner and Contractor are unable to agree on a mediator, then either may request that the American Arbitration Association (the "AAA") to appoint a mediator. The mediator's fee and expenses shall be paid one-half by Owner, and one-half by Contractor. In any such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three hours with mediator. The obligation to mediate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury

pending resolution by mediation of the actual Dispute; (ii) actions to collect payments not subject to bona fide Dispute; or (iii) claims involving third parties who have not agreed to participate in the mediation of the Dispute. The provisions of this Section 8.5 shall survive any termination of this Agreement.

- (d) Attorneys' Fees. The prevailing Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable attorneys' fees and court costs, including expert witness fees, expended in connection with such an action from the other Party.

8.6. Notices and Demands

Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing (a) the same day if personally delivered; (b) three (3) days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (c) the same day if sent by facsimile or electronic mail with confirmation. Mailed notices, facsimile notices or electronic notices shall be addressed as follows to:

Owner:

Name: Paradise Recreation and Park District
 Attention: Dan Efseaff
 Address: 6626 Skyway
 Paradise, CA
 Phone: 530-872-6393
 Email: defseaff@paradisepdpd.com

Contractor:

Name: SitelogIQ, Inc.
 Attention: John Gajan, President West Energy
 Address: 1651 Response Rd, Suite 300
 Sacramento, CA 95815
 Phone: (888) 819-0041
 E-mail: john.gajan@sitelogiq.com
 cc: legal@sitelogiq.com

8.7. Nondisclosure

To the extent permitted by law, whichever Party receives confidential information (the "Receiving Party") from the other Party (the "Disclosing Party") shall not use for any purpose other than performing the Work under this Agreement or divulge, disclose, produce, publish, or permit access to, without the prior written consent of the Disclosing Party, any such information of the Disclosing Party. Confidential Information includes, without limitation, all information or materials prepared in connection with the Work performed under this or any related subsequent Agreement, designs, drawings, specifications, techniques, models, data, documentation, source code, object code, diagrams, flow charts, research, development, processes, procedures, know-how, manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, personnel names and other

information related to Contractor, Suppliers, personnel, pricing policies and financial information, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets. Confidential information does not include (a) information known to the Receiving Party prior to obtaining the same from the Disclosing Party; (b) information in the public domain at the time of disclosure by the Receiving Party; or (c) information obtained by the Receiving Party from a third party who did not receive same, directly or indirectly, from the Disclosing Party. The Receiving Party shall use the higher of the standard of care that the Receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such confidential information. Notwithstanding anything herein to the contrary, the Receiving Party has the right to disclose Confidential Information without the prior written consent of the Disclosing Party: (i) as required by any court or other Governmental Authority, or by any stock exchange upon which the shares of any Party are listed, (ii) as otherwise required by law, (iii) as advisable or required in connection with any government or regulatory filings, including without limitation, filings with any regulating authorities covering the relevant financial markets, (iv) to its attorneys, accountants, financial advisors or other agents, in each case bound by confidentiality obligations, (v) to banks, investors and other financing sources and their advisors, in each case bound by confidentiality obligations; or (vi) in connection with an actual or prospective merger or acquisition or similar transaction where the party receiving the Confidential Information is bound by confidentiality obligations. If a Receiving Party believes that it will be compelled by a court or other Governmental Authority to disclose confidential information of the Disclosing Party, it shall give the Disclosing Party prompt written notice, and in all cases not less than five (5) Business Days' notice in advance of disclosure, so that the Disclosing Party may determine whether to take steps to oppose such disclosure. Notwithstanding the foregoing, Contractor acknowledges that this Agreement, once fully executed and approved by the Owner's Board of Trustees, is public information, subject to release in response to public information requests under California Government Code § 7920.000 *et seq.* (Public Records Act). Owner shall use reasonable efforts to prevent or limit disclosure of the Confidential Information.

8.8. Time of Essence

Time is expressly agreed to be of the essence of this Agreement and each, every and all of the terms, conditions and provisions herein.

8.9. Validity

The provisions contained in each section, subsection and clause of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. The Parties shall, if necessary, negotiate in good faith and make any necessary amendments to ensure the enforceable terms of this Agreement reflect the true intent of the Parties as of the date of execution of this Agreement.

8.10. Binding Effect

This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs and assigns.

8.11. Modifications

No oral or written amendment or modification of this Agreement by any administrator, Board member, officer, agent or employee of Contractor or Owner, either before or after execution of this Agreement, shall be of any force or effect unless such amendment or modification is in writing and is signed by any duly authorized representative of both Parties to be bound thereby.

8.12. Headings

The headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

8.13. Counterparts; Signature Pages

This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.

8.14. Announcements and Publications

Contractor shall coordinate with Owner with respect to, and provide advance copies to Owner for review of, the text of any proposed announcements or publications that include any non-public information concerning the Work prior to the dissemination thereof to the public or to any Person other than Subcontractors or advisors of Contractor, in each case, who agree to keep such information confidential. If Owner delivers written notice to Contractor rejecting any such proposed announcement or publication within two (2) Business Days after receiving such advance copies, the Contractor shall not make such public announcement or publication; provided, however, that Contractor may disseminate or release such information in response to requirements of Governmental Authority.

8.15. Complete Agreement

This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. No oral agreement or conversation with any officer or employee of either Party or any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except by written amendment signed on behalf of the Owner and Contractor by their duly authorized representatives. Any purported oral amendment to the Agreement shall have no effect.

8.16. No Agency

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

8.17. Priority of Documents

In the event of conflicting provisions between any of the Contract Documents, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment); second, this Agreement; third, Work Order in Exhibit C, and fourth, the other Contract Documents.

8.18. Assignment

No Party shall be entitled to assign or subcontract this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which shall not be unreasonably withheld, provided that Contractor may subcontract that portion of the Work to Subcontractors. Notwithstanding the foregoing, (i) without the consent of the Contractor, Owner shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Contractor) to any lenders by way of security for the performance of obligations to such lenders; (ii) without consent of the Owner, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement in connection with a merger or acquisition of Contractor; and (iii) without consent of Owner, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement to an Affiliate of the Contractor.

8.19. No Waiver

Neither Party's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

[Signatures to follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date set forth above.

PARADISE RECREATION AND PARK DISTRICT,
organized and existing under the laws of the State of
California

By: _____
Name: _____
Title: _____

SITELOGIQ, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

DRAFT

Exhibit A – Definitions

“Affiliate” of a specified Person means any Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term “control” of a specified Person including, with correlative meanings, the terms, “controlled by” and “under common control with,” means (a) the ownership, directly or indirectly, of 50% or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” shall have the meaning set forth in the preamble.

“Applicable Law” shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

“Applicable Permits” means those permits identified as the responsibility of Contractor as determined in Exhibit C.

“Authority Having Jurisdiction (AHJ)” means those local, state, or federal entities having regulatory authority over a specific aspect of the Project, such as building officials, Department of State Architecture, and fire departments.

“Business Day” means Mondays to Fridays, except such days on which banks are permitted or required to close in California.

“Certificate of Substantial Completion” shall mean a document in similar form to Exhibit F.

“Certificate of Final Completion” shall mean a document in similar form to Exhibit F.

“Change” shall mean any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, suspension, or other modification that effects a change in the scope of the Work. An “Unanticipated Condition” as defined in Section 2.4 hereof, experienced by Contractor during the course of the Work is included within the definition of “Change”.

“Change Order” shall mean a written document signed by Owner and Contractor to adjust the Work Order Price or Construction Schedule as a result of a Change issued after execution of this Agreement.

“Commencement of Work” shall mean the commencement of Work for each Work Order.

“Construction Schedule” shall mean the schedule for implementation of the Work as determined by the Contractor to meet the Project Milestones as set forth on Exhibit C.

“Construction Documents” shall mean construction documents prepared by Contractor and approved by Owner.

“Contract Documents” shall mean this Agreement and Exhibits hereto, and drawings, specifications, plans, calculations, models and designs that are part of this Agreement and the Construction Documents prepared by Contractor and approved by Owner.

“Contractor” shall have the meaning set forth in the preamble.

“Contractor Representative” shall mean the individual designated by the Contractor in accordance with Section 7.1(b).

“Day” means calendar day unless it is specified that it means a “Business Day”.

“Disclosing Party” shall have the meaning set forth in Section 7.7.

“Dispute” shall have the meaning set forth in Section 7.5(a).

“Dollar” and “\$” shall mean the lawful currency of the United States of America.

“Effective Date” shall mean the date first set forth in the preamble.

“Environmental Attributes” means all environmental and other attributes that differentiate the System or the energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the System or the compliance of the System or the energy output with the law, rules and standards of the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early action” with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator or any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes and Reporting Rights.

“Environmental Incentives” means all rights, credits (including tax credits), grants, rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including Carbon Credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Environmental Attributes of the System on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site. Without limiting the foregoing, “Environmental Incentives” includes green tags, renewable energy credits, grants, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentive programs offered by the State of California and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the system on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site.

“Equipment” shall mean (a) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required for prudent design, construction or operation of the System in accordance with Industry Standards and (b) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances,

spare parts and appurtenances thereto described in, required by, reasonably inferable from or incidental to the Work or the Contract Documents.

“Excusable Delay” shall mean a Delay outside of Contractor’s control that prevents Contractor from achieving the Commercial Operation Date for any System in accordance with the Project Schedule, and to the extent that such Delay adversely affects the Work such that the performance of the Work is prevented or delayed, Contractor shall be entitled to an adjustment in the Construction Schedule and deadlines of this Agreement. For purposes of this Agreement, an Excusable Delay shall include any of the following events:

- (a) an act or failure to act of, or other delay caused by, or negligence of, Owner or its agents or employees;
- (b) changes in the design, scope or schedule of the Project unilaterally required by the Owner;
- (c) the suspension of Work in whole or in part by Owner;
- (d) labor disputes, fire, vandalism, supply chain related delays, including delays in manufacturing and deliveries;
- (e) adverse weather conditions not reasonably anticipated and in excess of 150% of the normal weather (*e.g.*, rain, snow, sleet) for the local geographic area for the past ten (10) years as measured in a given month;
- (f) unforeseen conditions at any Site, including discovery or existence of Hazardous Substances;
- (g) the occurrence of a Force Majeure, or other unavoidable casualties or other causes beyond Contractor’s control;
- (h) the failure to obtain any Utility Interconnection Agreement, permission to operate, Applicable Permit, CEQA/NEPA approval or approval of a Governmental Authority or delays caused by changes and/or modifications to the Scope of Work as required by any Governmental Authority having jurisdiction over the Project;
- (i) any equipment or material delays caused by suppliers or vendors;
- (j) adverse changes to regulatory requirements;
- (k) any breach of this Agreement or the Utility Interconnection Agreement or any information provided to the Contractor by Owner or Utility is inaccurate or incomplete; or
- (l) any other cause outside Contractor’s control after Contractor’s best efforts to mitigate that delay, to the extent that Contractor is able to mitigate such delay, provided that a failure to perform of Contractor’s subcontractors’ shall not be an Excusable Delay, unless such subcontractors are unable to perform the Work as a result of any of the events described in this definition of “Excusable Delay.”

“Facility” shall mean any and all properties of the Owner upon which the System shall be constructed or to which the System shall be connected, including land, buildings, structures, equipment, and electrical tie-in points.

“Final Completion” shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.2.

“Force Majeure Event” shall mean, when used in connection with the performance of a Party’s obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is reasonably unforeseeable, or being reasonably foreseeable, reasonably unavoidable (including by taking prudent protective and preventative measures) and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, any of the following shall be considered a Force Majeure Event:

- (a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;
- (b) acts of God, including but not limited to, unusually severe storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, winds in excess of ninety (90) miles per hour, and objects striking the earth from space (such as meteorites) sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of facility and equipment relating to the performance by the affected Party of its obligations under this Agreement;
- (c) strikes, walkouts, lockouts or similar industrial or labor actions or disputes, in each case of a regional or national nature;
- (d) changes in Applicable Law after the Effective Date that materially impact a Party’s ability to perform under this Agreement; and
- (e) acts of any Governmental Authority that materially restrict or limit Contractor’s access to the Site.
- (f) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions.
- (g) explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current.

“Funding Date” shall mean the date that Owner has received monetary funds necessary to fulfill its obligations under this Agreement.

“Governmental Authority” shall mean any national, autonomic, regional, province, town, Owner, or municipal government, or other administrative, regulatory or judicial body of any of the foregoing.

“Hazardous Material” shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyl’s (“PCBs”), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects,

conditions and waste or combinations thereof which are now listed, defined or regulated in any manner by any federal, state or Applicable Law.

"Indemnified Party" shall have the meaning set forth in Section 6.3(d).

"Indemnifying Party" shall have the meaning set forth in Section 6.3(d).

"Industry Standards" shall mean those standards of care and diligence normally practiced by a majority of engineering, construction and installation firms in performing services of a similar nature in jurisdictions in which the Work will be performed and in accordance with good construction practices, Applicable Permits, and other standards established for such Work.

"Manufacturer Warranty" shall have the meaning set forth in Exhibit C.

"Owner" shall have the meaning set forth in the Preamble to this Agreement.

"Owner Permits" means those permits identified as the responsibility of Owner in Exhibit C.

"Owner's Representative" shall mean the individual designated by Owner in accordance with Section 7.1(a).

"Party" shall mean, individually, each of the parties to this Agreement.

"Performance Tests" means, the tests of the System, as more particularly described in Exhibit C.

"Person" shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

"Project" shall mean the entirety of Work to be performed by Contractor pursuant to the terms and conditions of the Work and any Change Orders.

"Receiving Party" shall have the meaning set forth in Section 7.7.

"Representatives" shall mean the Contractor Representative and the Owner Representative and each may individually be referred to as a "Representative".

"Rock" is defined as limestone, sandstone, granite, cobble greater than 3 inches in diameter, or similar rocks in solid beds or masses in original or stratified position which can be removed only by continuous drilling, blasting or the use of pneumatic tools, and all boulders of 1 cubic yard in volume or larger. Material which can be loosened with a pick, frozen materials, soft laminated shale and hardpan, which for convenience or economy is loosened by drilling, blasting, wedging or the use of pneumatic tools, shall not be classified as "Rock".

"Site" shall have the meaning set forth in the first recital, and is more fully described in Exhibit C. An individual Site shall mean any area of a property owned by the Owner upon which a System is constructed.

"Solar Plant" shall mean that portion of the System only related to converting solar radiation into electricity and explicitly excludes all energy conservation technologies.

“Subcontractor” shall mean any Person, other than Contractor and Suppliers, retained by Contractor to perform any portion of the Work (including any Subcontractor of any tier) in furtherance of Contractor’s obligations under this Agreement.

“Substantial Completion” shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.1(c).

“Substantial Completion Date” shall mean the actual date on which the Substantial Completion of the System, as defined in Section 5.1(c), has occurred.

“Suppliers” shall mean those Equipment suppliers with which Contractor contracts to build the System.

“System” shall have the meaning ascribed in the Recitals to this Agreement.

“Technical Dispute” shall have the meaning set forth in Section 7.5(b).

“Third Party” shall have the meaning of any persons or entity not affiliated with Contractor or Owner.

“Unanticipated Condition” shall have the meaning set forth in Section 3.5.

“Work” shall mean all obligations, duties, and responsibilities assigned to or undertaken by Contractor and described in Exhibit C with respect to the System.

“Work Order” shall mean the assigned Work for each Site as described in Exhibit C.

“Work Order Price” shall mean the amount for performing the Work that is payable to Contractor as set forth in Section 3.2, as the same may be modified from time to time in accordance with the terms hereof, and as described in Exhibit C.

Exhibit B – Certifications

Exhibit B-1	Drug-Free Workplace/Tobacco-Free Environment Certification
Exhibit B-2	Asbestos and Other Hazardous Materials Certification
Exhibit B-3	Iran Contracting Act Certification
Exhibit B-4	Workers Compensation Certification
Exhibit B-5	Prevailing Wage Certification
Exhibit B-6	Payment Bond
Exhibit B-7	Performance Bond
Exhibit B-8	Non-Collusion Declaration

Exhibit B-1: Drug-Free Workplace/Tobacco Free Environment Certification

Government Code section 8350 *et seq.*, the Drug-Free Workplace Act of 1990, requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. Paradise Recreation and Park District is not a "state agency" as defined in the applicable section(s) of the Government Code, but Paradise Recreation and Park District is a local agency under California law and requires all contractors on projects to comply with the provisions and requirements of Government Code section 8350 *et seq.*, the Drug-Free Workplace Act of 1990. Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- 1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- 2 Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
- 3 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I understand that if Paradise Recreation and Park District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In addition, and pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 *et seq.*, Health & Safety Code section 104350 *et seq.* and Paradise Recreation and Park District Policies, all Paradise Recreation and Park District sites, including the Sites, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in Paradise Recreation and Park District property. Paradise Recreation and Park District property includes Owner Owned or Leased buildings, grounds, Owner owned vehicles and vehicles owned by others while on Paradise Recreation and Park District property. I

acknowledge that I am aware of Paradise Recreation and Park District’s policy regarding tobacco-free environments and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on the Sites.

Effective Date:

September 11, 2026

Proper Name of Contractor:

SitelogIQ, Inc.

Signature:

Print Name:

Title:

DRAFT

Exhibit B-2: Asbestos & Other Hazardous Materials Certification

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations “New Material Hazardous,” shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor’s work on the Project for the Owner.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the Owner’s determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with “New Hazardous Material” containing equipment will be immediately rejected and this Work will be removed at Contractor’s expense at no additional cost to the Owner.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Effective Date: September 11, 2026

Proper Name of Contractor: SitelogIQ, Inc.

Signature: _____

Print Name: _____

Title: _____

Exhibit B-3: Iran Contracting Act Certification
(Public contract code sections 2202-2208)

PROJECT/CONTRACT NO.: 01, Government Code 4217 Energy Services Agreement between Paradise Recreation and Park District ("Owner") and SitelogIQ, Inc. ("Contractor")

Per California Public Contract Code Sections 2202-2208 or Owner's reduced threshold, prior to bidding on or submitting a proposal for a contract for goods or services of \$500,000.00 or more to the Owner, the Contractor must either:

1. Certify it is **NOT** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
2. Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **ONE** of the options below. California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205).

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **NOT** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i> September 11, 2026	<i>Executed in</i>

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and **ATTACH DOCUMENTATION DEMONSTRATING THE EXEMPTION APPROVAL.**

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT

Exhibit B-4: Workers' Compensation Certification

The Contractor and all of its Subcontractors shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations, for the type of work performed and the locality in which the work is to be performed within the boundaries of the Owner, pursuant to sections 1770 et seq. (1770 & 3700) of the California Labor Code.

Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the Director of the State of California Department of Industrial Relations, are available upon request at the Owner's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>. Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one (1) or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Department of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Department of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self- insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Effective Date:

September 11, 2026

Proper Name of Contractor:

SitelogIQ, Inc.

Signature:

Print Name:

Title:

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

Exhibit B-5: Prevailing Wage and Related Labor Requirements Certification

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

1. CLAUSES MANDATED BY CONTRACT WORK HOURS & SAFETY STANDARDS ACT. As used in the following paragraphs, the terms laborers and mechanics include watchmen and guards.

- a. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in the foregoing paragraph the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the foregoing paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to Work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the foregoing paragraph.
- c. **Withholding for unpaid wages and liquidated damages.** The Owner may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under the Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the foregoing paragraph.
- d. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the foregoing paragraphs concerning Overtime Requirements and Violation: Liability for Unpaid Wages and Liquidated Damages and also a clause requiring each Subcontractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set in this section.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Effective Date: September 11, 2026

Proper Name of Contractor: SitelogIQ, Inc.

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Exhibit B-6: Payment Bond

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing body of the _____ a special district, ("Owner") and SitelogIQ, Inc. ("Contractor") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient and proper to perform the following project:

Energy Services Agreement ("Contract") which Contract dated September 11, 2026, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part thereof; and

WHEREAS, pursuant to law and the Contract, the Contractor is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the value of the Work Orders contained therein, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Contractor and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ (\$_____), lawful money of the United States, being a sum notless than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Contractor or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety above named, on September 11, 2026.

(Affix Corporate Seal)

Contractor

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

Exhibit B-7: Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing body of the Paradise Recreation and Park District a special district, ("Owner") and SitelogIQ, Inc. ("Contractor") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient and proper to perform the following project

Energy Services Agreement ("Project" or "Contract") which Contract dated September 11, 2026, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Contractor and ("Surety") are held and firmly bound unto the governing body of the Owner in the penal sum of _____ (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the Owner all damages the Owner incurs as a result of the Contractor's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the Owner, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the Owner may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Contractor. Surety shall not utilize Contractor in completing the Work nor shall Surety accept a Bid from Contractor for completion of the Work if the Owner declares the Contractor to be in default and notifies Surety of the Owner's objection to Contractor's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Owner from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Owner's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety above named, on September 11, 2026.

(Affix Corporate Seal)

Contractor

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

Exhibit B-8: Non-Collusion Declaration
(EXHIBIT B-8)
(Public Contract Code § 7106)

The undersigned declares:

I am the President of the West Energy division of SitelogIQ, Inc., the party making the foregoing Agreement.

The Agreement is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Agreement is genuine and not collusive or sham. Contractor has not directly or indirectly induced or solicited any other entity to put in a false or sham bid or proposal. Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any other designer/builders or anyone else to put in a sham bid or proposal, or to refrain from proposing. Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Contract Price of Contractor or any other entity, or to fix any overhead, profit, or cost element of the Contract Price, or of that of any other entity. All statements contained in the Contract are true. Contractor has not, directly or indirectly, submitted his or her Contract Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, governing agency, or to any member or agent thereof, to effectuate a collusive or sham bid or proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Contractor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of Contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Effective Date: September 11, 2026

Proper Name of Contractor: SitelogIQ, Inc.

Signature: _____

Print Name: _____

Title: _____

DRAFT

Exhibit C – Work Orders

[INSERT **WORK ORDER(S)** HERE]

IN WITNESS, WHEREOF, the Parties hereto have duly executed and delivered this Work Order as of the date set forth below.

SitelogIQ, Inc.
a Delaware Corporation

By: _____
Name: _____
Title: _____
Effective Date: September 11, 2026

PARADISE RECREATION AND PARK DISTRICT,
organized and existing under the laws of the State of California

By: _____
Name: _____
Title: _____
Effective Date: September 11, 2026

Exhibit E – Insurance

Contractor Insurance Requirements

1. Required Coverages. Contractor shall carry and maintain with carriers or self-insurance, as a minimum, the following insurance coverage:
 - (i) Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employer's liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) for each occurrence of bodily injury on a per employee basis.
 - (ii) Commercial General Liability. One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations.
 - (iii) Commercial Automobile Liability, Any Auto. One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
 - (iv) Excess coverage of four million dollars (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.
2. Policy Endorsements. Insurance coverage required to be maintained by Contractor under this Agreement shall:
 - (i) provide a severability of interests or cross liability clause for Commercial General Liability Insurance.
 - (ii) except in the case of worker's compensation insurance and other statutory insurances where it would be inappropriate, name Owner and others as may be reasonably required by Owner, as additional insured's; and to the extent permissible in accordance with the policy, include a waiver of subrogation by the insurers in favor of Owner and each of its respective assignees, Affiliates, agents, officers, directors, employees, insurers or policy issuers and a waiver of any right of the insurers to any set-off or counterclaim, whether by endorsement or otherwise, in respect of any type of liability of any of the Persons insured under any such policies.
3. Certificates. Contractor shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to Owner upon Owner's reasonable request.

Owner Insurance Requirements

1. Required Coverage. Owner shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverage:
 - (i) Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one

million dollars (\$1,000,000) for each occurrence of bodily injury on a per employee basis.

- (ii) Commercial General Liability. One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations.
 - (iii) Commercial Automobile Liability, Any Auto. One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
 - (iv) Excess coverage of four million dollars (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.
 - (v) Builder's Risk. Owner shall procure and maintain builders' risk insurance (all-risk coverage) or similar policy for an amount equal to one hundred percent of the Agreement sum for the benefit of the Owner, the Contractor, and Subcontractors as their interest may appear. In projects involving no structural change or building construction, this requirement may be waived in writing, at the Contractor's sole option.
2. Policy Endorsements. Insurance coverage required to be maintained by Owner under this Agreement shall provide a severability of interests or cross liability clause for Commercial General Liability Insurance.
 3. Certificates. Owner shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to Contractor upon Contractor's reasonable request.

Exhibit F – Certificate of Substantial/Final Completion

PROJECT: _____

DATE: _____

SitelogIQ, Inc. ("SitelogIQ") and Owner Name ("Owner") hereby acknowledge, confirm, and agree that:

1. The Project associated with the Agreement between SitelogIQ and Owner, dated original contract date, including all contract amendments, has reached ☐ substantial/☐ final Completion.
2. The contract value as of ☐ substantial/☐ final completion is \$_____.
3. ☐ The Project has reached Substantial Completion and the following terms apply:
 - a. The date of substantial completion shall be deemed to be the date upon which the occupation, beneficial use, and enjoyment of a work of improvement by the Owner, excluding any operation only for testing, startup, or commissioning.
 - b. A list of minor incomplete and corrective Work to be completed ("Punch List Work") prior to final payment is attached hereto. SitelogIQ and/or its Subcontractors shall complete the Punch List Work on or about insert date of anticipated final completion.
 - c. Unless otherwise provided by notice in writing, within five (5) business days of this notice, work is considered substantially complete and receipt of full payment will constitute acknowledgement and release of SitelogIQ from any further obligations, except the 1-year term warranty for workmanship and completion of the outstanding attached punch list items, if any.
 - d. Upon completion of the Punch List Work, Owner shall complete and cause to be recorded the attached Notice of Completion.
4. ☐ The Project has reached Final Completion and the following terms apply:
 - a. The date of final completion shall be deemed to be the date upon which the occupation, beneficial use, and enjoyment of a work of improvement by the Owner, excluding any operation only for testing, startup, or commissioning, and cessation of work on the Project.
 - b. Unless otherwise provided by notice in writing, within five (5) business days of this notice, work is considered complete and receipt of full payment will constitute acknowledgement and release of SitelogIQ from any further obligations, except the 1-year term warranty for workmanship.
 - c. Owner shall complete and cause to be recorded the attached Notice of Completion and close the following performance.
5. Owner's failure to sign this certificate of substantial/final completion shall not prohibit SitelogIQ from discharging its performance and payment bonds.

IN WITNESS WHEREOF, the Parties hereto have executed this Certificate of ☐ Substantial/☐ Final Completion as of the day and year of the Date of ☐ Substantial/☐ Final Completion written above.

Paradise Recreation and Park District

SitelogIQ, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Exhibit G – Notice to Proceed

John Gajan
President, West Energy
SitelogIQ, Inc.
1651 Response Road
Suite 300
Sacramento, CA 95815

Re: Notice to Proceed

Dear John Gajan:

This Notice to Proceed is being issued by Paradise Recreation and Park District (“Owner”) to SitelogIQ, Inc. (“Contractor”) pursuant to the 4217 Energy Services Agreement, entered into on September 11, 2026.

This Notice to Proceed authorizes the Work described in Work Order #XX by Exhibit C of the Agreement.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

ACKNOWLEDGED & AGREED TO:

Paradise Recreation and Park District

SitelogIQ, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

005109

Paradise Recreation and Park District
Board of Directors Regular Meeting
 Terry Ashe Recreation Center
 August 12, 2026

MINUTES

1. CALL TO ORDER:

Chairperson McGreehan called the Regular Meeting of the Paradise Recreation and Park District Board of Directors to order at 6:00 p.m.

1.1 PLEDGE OF ALLEGIANCE:

Chairperson McGreehan led the Pledge of Allegiance.

1.2 ROLL CALL:

Present: Al McGreehan (Chairperson), Steve Rodowick (Vice-Chairperson), Robert Anderson (Director), John Stonebraker (Director).

Excused: Joleen Levey (Secretary)

PRPD STAFF:

Present: Dan Efseaff (District Manager), Kristi Sweeney (Assistant District Manager), Sarah Hoffman (Board Clerk), Scott Amick (Recreation Supervisor)

1.3 WELCOME GUESTS:

Chairperson McGreehan welcomed guests.

Present: Chris Rauen, Brian Wilson, Paul Schoewe, Tim Calhoon

1.4 SPECIAL PRESENTATIONS-

There was Board concurrence to move item 6.1 to before Public Comment

6. NEW BUSINESS:

6.1. Centerville Recreation and Historical Association (CRHA) Agreement. – Staff seek Board authorization to renew the funding agreement with the CRHA (Cooperator) for 3-year term.
Recommendation: Authorize District Manager to complete agreement with Cooperator.

MOTION: Authorize District Manager to complete agreement with Cooperator. **MADE BY:** Rodowick.
SECOND: Anderson. **Roll Call Vote: AYES:** 4 (McGreehan, Rodowick, Anderson, Stonebraker).
NOES: 0. **ABSENT:** 1 (Levey)

2. PUBLIC COMMENT: None

3. CONSENT AGENDA:

3.1. Board Minutes: Regular Meeting (July 8, 2026)

005110

3.2. Payment of Bills/Disbursements (Warrants and Checks Report)**Check # 060836 - 061047 and ACHs****3.3. Information Items (Acceptance only): Safety Committee Minutes**

MOTION: Approve Consent Agenda **MADE BY:** Rodowick. **SECOND:** Anderson. **Roll Call Vote:** **AYES:** 4 (McGreehan, Rodowick, Anderson, Stonebraker). **NOES:** 0. **ABSENT:** 1 (Anderson)

4. COMMITTEE REPORTS:**4.2 Recreation and Park Committee****5. OLD BUSINESS:**

5.1. Organizational Update: Facility and Event Supervisor Position. – After several months of development, staff have developed a job description and revised organizational chart for new position. This is a unique hybrid between Administrative, Recreation, and Park duties and allows for exploration of new programs and approaches beyond current duties. The position has the potential to generate significant income over the next few years, as new facilities come online and addresses workload challenges. **Recommendation: 1) Approve the new Facility and Event Supervisor job description; 2) Adopt the updated Organizational Chart; and 3) Adopt the Updated Salary Scale.**

MOTION: 1) Approve the new Facility and Event Supervisor job description pending legal review 2) Adopt the updated conceptual Organizational Chart; and 3) Adopt the Updated Salary Scale. **MADE BY:** Stonebraker. **SECOND:** Rodowick. **Roll Call Vote:** **AYES:** 4 (McGreehan, Rodowick, Anderson, Stonebraker). **NOES:** 0. **ABSENT:** 1 (Levey).

5.2. Camp Fire Recovery Project: Aquatic Center Bid Acceptance. – Staff requests BOD consent to proceed with site work to complete efforts at the Paradise Aquatic Recreation Center. The District received 3 quotes and recommends using the low bid from Martin Construction (Contractor). **Recommendation: Accept the lowest bid as presented.**

MOTION: Accept the lowest bid as presented. **MADE BY:** Stonebraker. **SECOND:** Rodowick. **Roll Call Vote:** **AYES:** 4 (McGreehan, Rodowick, Anderson, Stonebraker). **NOES:** 0. **ABSENT:** 1 (Levey).

7. REPORTS**7.1 District Report****8. BOARD COMMENT**

There were comments from Vice-Chairperson Rodowick, Director Stonebraker, and Chairperson McGreehan.

9. ADJOURNMENT:

Chairperson McGreehan adjourned the meeting at 7:31 PM until the next Regular Board meeting, scheduled for September 9, 2026, at 3:00 p.m. at the Terry Ashe Recreation Center.

005111

Al McGreehan, Chairperson

Steve Rodowick, Vice-Chairperson

PARADISE RECREATION & PARK DISTRICT
COUNTY MONTHLY CHECK REGISTER

Fund 2510

August

CHECK	ISSUE DATE	VOID	PAYEE	SALARY AND BENEFITS	SERVICE SUPPLIES	FIXED ASSETS	NET CHECK	NOTES

061048-061100	8/5/2026		Payroll Summary	40,263.82	0.00	0.00	40,263.82	

Direct Deposit	8/5/2026		Payroll Summary	46,551.55	0.00	0.00	46,551.55	

061134-061171	8/19/2026		Payroll Summary	26,243.92	0.00	0.00	26,243.92	

Direct Deposit	8/19/2026		Payroll Summary	42,662.83	0.00	0.00	42,662.83	

061101	8/7/2026		ANTHEM BLUE CROSS	20,523.86			20,523.86	
061102	8/7/2026		VOYA INSTITUTIONAL TRUSTS CO	500.00			500.00	
061103	8/7/2026		MISSION SQUARE RETIREMENT	1,692.69			1,692.69	
061104	8/7/2026		FRANCHISE TAX BOARD	50.00			50.00	
061105	8/7/2026		THOMAS ACE HARDWARE		1,886.01		1,886.01	
061106	8/7/2026		ODP BUSINESS SOLUTIONS LLC		733.75		733.75	
061107	8/7/2026		PARADISE RECREATION & PARKS	46,551.55			46,551.55	A
061108	8/7/2026		PRO ACTIVE		85.00		85.00	
061109	8/7/2026		FOOTHILL MILL & LUMBER CO		88.01		88.01	
061110	8/7/2026		DOG WASTE DEPOT		315.30		315.30	
061111	8/7/2026		MILLIMAN		1,387.50		1,387.50	
061112	8/7/2026		RCAC		22,261.47		22,261.47	B
061113	8/7/2026		MAGOON SIGNS		156.23		156.23	
061114	8/7/2026		STONE RIDGE TERMITE & PEST		345.00		345.00	
061115	8/7/2026		PG&E		676.26		676.26	
061116	8/7/2026		O'REILLY AUTO PARTS		62.12		62.12	
061117	8/7/2026		REC TECHNOLOGIES		23,200.00		23,200.00	C
061118	8/14/2026		PARADISE RIDGE CHAMBER OF COMMERCE		35.00		35.00	
061119	8/14/2026		WILLIAM HAMBLETON ELECTRIC		6,670.00		6,670.00	D
061120	8/14/2026		HARRY BURLESON		1,358.00		1,358.00	
061121	8/14/2026		IRAYZ MOVEMENT		220.00		220.00	
061122	8/14/2026		ROMTEC		6,502.66		6,502.66	E
061123	8/14/2026		PAYLESS BUILDING SUPPLY		201.88		201.88	
061124	8/14/2026		CHICO RENT A FENCE		253.80		253.80	
061125	8/14/2026		ELAN FINANCIAL SERVICES		480.69		480.69	
061126	8/14/2026		TREE OF LIFE		11,000.00		11,000.00	F
061127	8/14/2026		VERIZON WIRELESS		738.10		738.10	
061128	8/14/2026		COLUMBIA BANK		8,735.53		8,735.53	
061129	8/14/2026		MAGOON SIGNS		238.17		238.17	
061130	8/14/2026		EMPLOYMENT DEVELOPMENT DEPARTMENT UNEMPLOYMENT		1,353.00		1,353.00	
061131	8/14/2026		ACME TOILET RENTALS LLC		451.79		451.79	
061132	8/14/2026		PRIMO BRANDS		334.15		334.15	
061133	8/14/2026		ACCULARM SECURITY SYSTEMS		88.00		88.00	
061172	8/21/2026		HUMANA INSURANCE CO	1,232.37			1,232.37	
061173	8/21/2026		VOYA INSTITUTIONAL TRUST CO	500.00			500.00	
061174	8/21/2026		MISSION SQUARE RETIREMENT	1,692.69			1,692.69	
061175	8/21/2026		FRANCHISE TAX BOARD	50.00			50.00	
061176	8/21/2026		PARADISE RECREATION & PARKS	42,662.83			42,662.83	A
061177	8/21/2026		KELLER SUPPLY COMPANY		4,747.45		4,747.45	
061178	8/21/2026		LES SCHWAB TIRES		304.79		304.79	
061179	8/21/2026		BUTTE COUNTY ENVIRONMENTAL HEALTH		447.00		447.00	
061180	8/21/2026		CIVICPLUS LLC		461.30		461.30	
061181	8/21/2026		ARCH NEXUS		11,092.50		11,092.50	G
061182	8/21/2026		CHICO ENTERPRISE RECORD		680.92		680.92	
061183	8/21/2026		ODP BUSINESS SOLUTIONS LLC		235.58		235.58	

CHECK	ISSUE DATE	VOID	PAYEE	SALARY AND BENEFITS	SERVICE SUPPLIES	FIXED ASSETS	NET CHECK	NOTES
061184	8/21/2026		JC NELSON SUPPLY CO		1,316.27		1,316.27	
061185	8/21/2026		JESSEE HEATING & AIR CONDITIONING		1,636.66		1,636.66	
061186	8/21/2026		NORTHERN RECYCLING & WASTE SERVICES LLC		1,730.87		1,730.87	
061187	8/21/2026		RECOLOGY BUTTE COLUSA COUNTIES		253.80		253.80	
061188	8/21/2026		RELIANCE PROPANE		107.17		107.17	
061189	8/21/2026		COMCAST		488.47		488.47	
061190	8/21/2026	Y	MISPRINT		0.00		0.00	
061191	8/21/2026		DEL ORO WATER COMPANY		99.69		99.69	
061192	8/21/2026		BASIC BENEFITS		76.50		76.50	
061193	8/21/2026		GLOBAL OFFICE INC		191.01		191.01	
061194	8/21/2026		MELTON DESIGN GROUP		27,939.92		27,939.92	H
061195	8/21/2026		PG&E		251.65		251.65	
061196	8/21/2026		BUTTE COUNTY NEAL ROAD LANDFILL		387.13		387.13	
061197	8/21/2026		DUNN EDWARDS PAINT		291.53		291.53	
061198	8/21/2026		DAVID ESPINOZA		44.00		44.00	Refund
061199	8/21/2026		JESSICA MORRISH		44.00		44.00	Refund
061200	8/21/2026		TILLY TRAYNOR		300.00		300.00	Refund
061201	8/28/2026		PRINCIPAL LIFE INSUREANCE COMF	283.43			283.43	
061202	8/28/2026		KELLER SUPPLY COMPANY		5,242.07		5,242.07	
061203	8/28/2026		CROSSFIRE TREE & VEGETATION SERVICES INC		27,200.00		27,200.00	I
061204	8/28/2026		IRAYZ MOVEMENT		220.00		220.00	
061205	8/28/2026		COMPUTERS PLUS		578.31		578.31	
061206	8/28/2026		JESSEE HEATING & AIR CONDITIONING		116.10		116.10	
061207	8/28/2026		EXTRA SELF STORGE		1,634.00		1,634.00	
061208	8/28/2026		COMCAST		106.30		106.30	
061209	8/28/2026		ICF JONES & STOKES INC		31,317.83		31,317.83	J
061210	8/28/2026		TROVER CONSTRUCTION PROJECT MANAGEMENT		13,365.00		13,365.00	K
061211	8/28/2026		ISOLVED		102.70		102.70	
061212	8/28/2026		MAGALIA COMMUNITY PARK		585.00		585.00	
061213	8/28/2026		NORTHSTAR ENGINEERING		4,099.25		4,099.25	
061214	8/28/2026		FGL ENVIRONMENTAL		104.00		104.00	
061215	8/28/2026		HERITAGE LANDSCAPE SUPPLY		176.39		176.39	
061216	8/28/2026		RUSSELL GALLAWAY ASSOCIATES INC		9,360.00		9,360.00	L
061217	8/28/2026		AT&T		549.72		549.72	
061218	8/28/2026		WEX BANK		4,237.80		4,237.80	
061219	8/28/2026		PARADISE IRRIGATION DISTRICT		2,871.07		2,871.07	
061220	8/28/2026		PAPE MACHINERY INC		164.69		164.69	
061221	8/28/2026		PG&E		9,075.47		9,075.47	
061222	8/28/2026		STEPHANIE UHOR		50.00		50.00	Refund
ACH	8/7/2026		ACH STATE PR TAX	3,721.21			3,721.21	
ACH	8/7/2026		ACH FED PR TAX	23,535.26			23,535.26	
ACH	8/7/2026		ACH CALPERS	12,203.86			12,203.86	
ACH	8/21/2026		ACH STATE PR TAX	3,107.44			3,107.44	
ACH	8/21/2026		ACH FED PR TAX	19,175.00			19,175.00	
ACH	8/21/2026		ACH CALPERS	12,258.06			12,258.06	
ACH	8/21/2026		ACH CALPERS	5,707.75			5,707.75	

TOTALS				195,448.00	254,141.33	0.00	449,589.33	
---------------	--	--	--	-------------------	-------------------	-------------	-------------------	--

GRAND TOTALS				261,955.74	254,141.33	0.00	516,097.07	
---------------------	--	--	--	-------------------	-------------------	-------------	-------------------	--

Notes:

Refunds = 438.00

- A) Transferring funds to the Five Star Bank account for direct deposit payroll
- B) Consultants for the OPR (buffer) grant
- C) New recreation software
- D) Power pole installation
- E) Aquatic Center Rebuild

CHECK	ISSUE DATE	VOID	PAYEE	SALARY AND BENEFITS	SERVICE SUPPLIES	FIXED ASSETS	NET CHECK	NOTES
F)			Tree removal at Bille and Terry Ashe parks					
G)			PCC interior design study					
H)			Design/Planning for Lakeridge park					
I)			Abatement work at Lakeridge park					
J)			Consultants for the OHV grant					
K)			Project Manager for construction projects					
L)			Architect design for recreation center at Lakeridge park					

Z:\Finance\Reports\Month_End_Reports\[Disbursements report 2026.xlsx]Aug 2026

Staff Report

September 9, 2026



DATE: 7/16/2026

TO: Board of Directors (BOD)

FROM: Dan Efseaff, District Manager
Sarah Hoffman, Board Clerk

SUBJECT: Introduction of Draft Report - Honey Run Covered Bridge – Exploration of Management Options **(NO ACTION – Information Only)**

Report in Brief

At its February 8, 2023, meeting, the Paradise Recreation and Park District (District, PRPD) BOD authorized the District Manager to complete a Memorandum of Understanding (MOU) with the Honey Run Covered Bridge Association (HRCBA) to expand the partnership with the District. In early 2026 the HRCBA formalized a request to propose a change of ownership of the park. A separate MOU governs the District's financial support for the HRCBA.

The 2023 MOU (extended to August 30, 2026, required the completion of a draft Exploration of Management Options Report (Report). The Report summarizes the available information, explores mutual interests in the bridge, and develops long-term recommendations (Attachment A).

The report recommends to further vet the idea, gather critical information, and collect public input, that a framework MOU could help guide management and ownership options. Staff prepared a framework MOU to guide the process and provide the necessary due diligence to both boards.

However, in late August, HRCBA representatives indicated that they would like to explore other organizational arrangements and will set up a process to review options over the next couple of months.

Therefore, additional action is premature at this point.

While the MOU may possibly return for BOD consideration later, upon HRCBA request, Staff wanted to introduce the completed report to satisfy the intent of the 2023 MOU and seek public and BOD comments on the report and recommendations.

Attachments:

A. Report: Honey Run Covered Bridge – Exploration of Management Options

https://paradisepripd.sharepoint.com/sites/BODMeeting/Shared Documents/_BOD/2026/26.0909/BOD.HRCBA.PRPD.DRAFT.Management.Options.Report_26.0825.docx
9/4/2026

Honey Run Covered Bridge – Exploration of Management Options

August 24, 2026



This Photo by Unknown Author is licensed under [CC BY-NC-ND](#)



Prepared by:
Paradise Recreation and Park District
6626 Skyway
Phone: 530-872-6393
Paradise, CA 95669
info@ParadisePRPD.com
www.paradisepspd.com

Table of Contents

Introduction	3
Background	5
Honey Run Covered Bridge Association (HRCBA)	6
Brief Property Description	6
HRCBA Financial Information	7
Management Options	10
Analysis of Management Options	13
Mission Related Priorities	13
Fiscal Impact	14
Future Park Improvements	16
Discussion	17
Findings	17
Option Evaluation and Organizational Mission Fit	17
Outstanding Questions and Uncertainties	18
What's Next	18
Attachments	21

List of Attachments

Attachment A – 2023 Memorandum of Understanding (MOU) with the Honey Run Covered Bridge Association (HRCBA) and Paradise Recreation and Park District (PRPD)

Attachment B – HRCBA Proposed Change of Ownership (2/25/2026)

Attachment C - Park Facility Report (Butte Creek Canyon)

Attachment D - Honey Run Covered Bridge Association - Proposed Event & Facility Rental Fee Schedule

Suggested citation:

PRRD [Paradise Recreation and Park District]. 2026. Honey Run Covered Bridge – Exploration of Management Options. August 21, 2026. Draft report. Efseaff, D.S. Paradise, California.

Acknowledgements

The following individuals contributed significantly to this document:

Name	Affiliation
Joanne Hall	HRCBA
Lindsay Steinberg	HRCBA
Richard Fowler	HRCBA

Introduction

Note: to maintain the distinction of the physical features and the non-profit organization, we will refer to the general area of the “Honey Run Covered Bridge and Park” as Honey Run Park and the organization as the HRCBA).



At its February 8, 2023 meeting, the Paradise Recreation and Park District (District, PRPD) Board of Directors (BOD) authorized the District Manager to complete a Memorandum of Understanding (MOU) with the Honey Run Covered Bridge Association (HRCBA) to expand the partnership with the District (**Attachment A**). The iconic bridge is located within PRPD boundaries. A separate MOU governs the District’s financial support for the HRCBA.

The MOU focused on the rebuilding of the bridge. The MOU notes,

“Upon completion of the reconstruction of the Bridge, HRCBA and PRPD will consider the operation of the Bridge for the benefit of Butte County citizens. This will include consideration of the fiscal impact of operations and mechanisms for revenue.”

The MOU envisioned that

“HRCBA and PRPD will compile the information required and develop a report to consider continuation or expansion of the partnership, progress toward reconstruction of the Bridge and site improvements. This written memo will explore and provide recommendations on the following and be submitted to HRCBA and PRPD boards and may recommend a more formal joint agreement with the findings.”

This Exploration of Management Options Report (Report) addresses some of the most outstanding issues, provides recommendations, and outlines next steps. Completion of the draft Report is part of the MOU (extended to August 30, 2026). The report summarizes the available information, explores mutual interests in the bridge, and develops long-term recommendations.

In the aftermath of the Camp Fire, the HRCBA embarked on a remarkable effort to develop the funds and rebuild the bridge. Construction crews completed the rebuild of the bridge in 2025. The District acknowledges the remarkable effort of HRCBA directors to successfully rebuild the bridge and welcomes the opportunity to discuss the long-term sustainability of Honey Run Park.

On March 10, 2025, District staff outlined the following topics for collaboration to help guide the discussion. These topics included:

- **Long-Term Management and Potential Ownership** – Consider the various options and mechanisms (agreements, transfers, etc.) that meet the long-term interests of the organizations and protect the historical legacy and future opportunities for the Honey Run Park.
- **Park Design and Funding Sources** - Explore potential funding sources for park improvements and explore options and organizational roles in planning and securing funding. Consider general approaches to future park designs; potential amenities; and long-term management options.
- **Financial and Legal Implications** - Review the cost implications (benefits and risks) of insurance and maintenance and ensure that the recommendations consider the financial sustainability for both parties. Discuss potential revenue sources (parking fees, weddings, fundraisers, events, etc.) to help off-set costs.
- **Operations (maintenance responsibilities and educational programming opportunities)** - Develop an overall scope of the routine maintenance of the Park and provide an overview of program opportunities (educational, events, etc.). Consider the scale of work needed from future flood/fire damage.
- **Next Steps** – Consider follow-up actions for the organizations and a reasonable timeline for consideration.

This Report will be submitted to the HRCBA and PRPD boards. While other issues or uncertainties will undoubtedly arise, the intent of this report is to provide adequate information to allow the Boards to make good strategic partnership decisions and provide a clear direction to ensure the continued protection and enhancement of the Honey Run Covered Bridge and Park for the benefit of our residents.

On February 25, 2026, the HRCBA completed and submitted a Proposed Change of Ownership report to PRPD staff and the ad hoc committee assigned to the project (**Attachment B**). The proposal makes a thoughtful pitch for ownership options and partnership with the District. This request and subsequent meetings have accelerated the process to provide a focus for consideration and provides some urgency in considering these options.

Background



Prior to the 2018 Camp Fire, the Honey Run Covered Bridge Association (HRCBA) operated a private park at the intersection of Honey Run Road and Centerville Road (1670 Honey Run Road, Chico, CA 95927 (Butte County Assessor's Parcel Number 017-200-072-000).

From 1887 to 2018, the Covered Bridge loomed large as a regional landmark. In 1988 the bridge was added to the National Register of Historic Places. The Honey Run Covered Bridge served as a hub for the Butte County community such as weddings, picnics, tours, canyon clean-ups, and the annual pancake breakfast. The Honey Run Park also served as a stop for out-of-town guests or cyclists.

On November 8, 2018, the bridge burned during the Camp Fire. While certain elements remained, the bridge and caretaker cottage were destroyed. The debris was later removed from the site and key members of the HRCBA led a robust effort to rebuild the bridge. HRCBA noted the following as key post Camp Fire Milestones:

- **November 2018** - Bridge Destroyed by Camp Fire
- **January 2019** - Rebuild Efforts Begin. Bridge supporters decided to rebuild the Bridge with its original design and appearance but with necessary safety standard upgrades.
- **April 2019** - Funding Decisions. HRCBA learned FEMA would only reimburse reconstruction costs, nor did Butte County have any funds for reconstruction. The only choice: rebuild with private donations. HRCBA began discussions to take over the deed to the right-of-way across Butte Creek and eventual HRCBA ownership of the reconstructed bridge.
- **Spring and Summer 2020** - Rebuild Plans Finalized. Quincy Engineering (now Consor) of Rancho Cordova, CA, an experienced bridge engineering firm with strong ties to Butte County, created pro bono engineering plans for the rebuild. HRCBA then hired Q&D Construction of Sparks, Nevada, to do the construction. Geologic, hydrological, and environmental permits were approved in 2020, and the rebuild plan took shape:
- **June 2020** - New Caretaker Cottage Completed. A new caretaker cottage was completed for future ongoing bridge care. Big thanks to local area businesses and organizations, including faculty and students from the Chico State Department of Construction Management, for donated expertise, labor, and materials.
- **September 2020** - Phase 1 Construction Begins. Foundations, abutments, columns, and slope protection were poured. Thanks to Mathews Readymix for their donation of labor and materials.

- **October 2020** - Bridge Ownership Transfers to HRCBA. In October 2020, the Bridge hosted an official groundbreaking ceremony, and HRCBA officially took over ownership of the right-of-way and bridge assets. Supporters celebrated raising \$1 million toward rebuilding costs.
- **November 2020** - Phase 1 Completed. Foundations, abutments, columns, and slope protection are ready for the next phase.
- **2021**- Phase 2 Planning Begins. Western Wood Structures of Tualatin, OR, completes engineering plans for the floor and trusses of Phase 2. Fundraising efforts continue.
- **2022-2023** - Ongoing Fundraising
- **2024** - Phases 2 & 3 Begin! The final stages of the rebuild are scheduled for the second half of this year! We look forward to the return of the Bridge and a place for our community to celebrate special moments.
- **2025** - On April 20, 2025, contractors completed the construction of the bridge. Bridge and Park are now open to the public.
- **2026** – HRCBA contractors complete additional tasks (electrical, lighting, signs, etc.) that will allow for the resumption of events on the bridge. HRCBA hosted the first events with the Chico Noon Rotary and the annual pancake breakfast.

While there are several details that may be important to document (such as the Debris and Hazard Tree Removal; Contractor Participation and Donations; Permits; and the Construction Progress); these are not included in this report.

Honey Run Covered Bridge Association (HRCBA)

In 1965 a runaway truck damaged the far side of the bridge at which point Butte County discontinued vehicular use. Butte County agreed to allow canyon residents to repair the damage so that the bridge could continue to be used by pedestrians. The HRCBA became a California Corporation on November 22, 1966 (Corporation #518322). Led by Harvey Johnson and Dr. Merritt Horning, the nonprofit Honey Run Covered Bridge Association (HRCBA) was formed as a 501(c)3 as of August 22, 1985. The HRCBA maintains an extensive amount of information on their website (<https://www.hrcoveredbridge.org>).

Ownership Change

When in operation as the principal link across Butte Creek, Butte County owned and maintained the bridge. As HRCBA navigated the options for rebuilding, the HRCBA determined that rebuilding with private donations and in-kind services appeared as the only viable option to move forward. HRCBA began discussions to take over the deed to the right-of-way across Butte Creek and eventual HRCBA ownership of the reconstructed bridge. Ownership was transferred to HRCBA from Butte County officially on October 29, 2020.

Brief Property Description

The property is located mostly downstream of the intersection of Centerville Road and Honey Run Road. The parcel is indicated as 2.63 acres, based on available sources (however, given the tangle of easements and transferred ownership from Butte County, this subject will need to be more fully explored).

At a minimum, the Park provides over 600 linear feet of creek frontage, and contains both Butte Creek riparian and upland plant species. Historically, the disturbed site was subject to significant impacts related to the development of infrastructure and past mining processes. The riverbanks and lower areas of the site are subject to regular flooding (though the bridge and most of the site is above the 100-year floodplain).

Provided that there is BOD direction towards the transfer or management of the site, the District would seek additional details on the site such as a full inventory and condition assessment of the site (for example, the well depth, output, and assessment of the system integrity of the well and distribution system, and any inspection reports). The assessment may be important to identify any outstanding or anticipated repair issues (as many amenities were constructed decades ago). Nonetheless, staff can provide a brief list of site amenities and features:

- The rebuilt covered bridge spans over approximately 230 feet with lighting and gates. The bridge is engineered to modern standards and building techniques and has a gross weight capacity of 20,000 lbs.
 - Paraphrasing from HRCBA's chief engineer, the bridge was designed for an H10 Truck live load and may accommodate a 10-ton two-axle vehicle; 4,000 lbs on the front axle and 16,000 lbs on the rear axle. This is the current practice/design standard for engineered pedestrian bridges in the US under the applicable design codes. This standard ensures that the bridge can easily carry the typical heavy-duty maintenance truck, garbage truck, etc used by parks and recreation districts.)
- The roughly 3,480 square foot covered area and depending on the event and layout can accommodate up to 240 people for events.
- Access driveway, gate, and parking (limited to approximately a dozen vehicles)
- Caretaker cottage (approximately 1100 square feet)
- Restroom (refurbished in 2020?)
- Potable Water (submersible domestic well) with distribution for a drinking fountain, hose bibs, and flush toilets) and a septic system.
- Miscellaneous items such as: Storage Shed, flagpole, picnic tables, benches, trash can, iron ranger, memorials/signs, kiosk, retaining walls, natural landscaping, etc.

According to HRCBA, "There are no agreements, restrictions, easements, or donor conditions currently tied to the property or bridge". However, as noted below, there is a secured loan to the organization.

HRCBA Financial Information

With the bridge returning to some semblance of operations and maintenance, HRCBA has both historical and current costs that they provided in the 2026 Proposal (Attachment B).

Notably, the District provides \$6,000 in annual support to the HRCBA and has for many years. Below is a summary of the financial information from HRCBA.

Revenue

HRCBA Projected Revenue

Revenue Category	Historical Annual Revenue	Projected Annual Revenue	Notes
Direct Public Support	\$4,000–\$5,000	\$4,500	Donations and fundraising. Projected revenue is expected to be similar as in the past. Commemorative heart sales in 2018 provided a significant increase.
District Support	\$6,000	\$6,000	PRPD provides longstanding annual support.
Pancake Breakfast	\$2,000–\$2,500	\$15,000	Increased attendance and sponsorship. Projected based on 2025 gross revenue.
Weddings & Events	~\$20,000	~\$100,000	Market-rate wedding fees at \$5,000 per event. Projected is based on increased demand and projected net revenue
Parking (Iron Ranger)	\$6,000–\$8,000	\$12,000	Current average: \$1,000 per month
Rental Income –	N/A	\$9,072	\$756 per month for Caretaker Residence.
Estimated Historical Annual Revenue:		~\$32,000–\$35,500	
Estimated Current/Projected Annual Revenue:		~\$136,000–\$141,000	

Expenses

Expense Category	Annual Cost	Notes
Insurance	\$4,500	Standard nonprofit liability coverage
Payroll – Caretaker Wages	\$12,000	12 hours per week
Workers' Compensation	\$1,200	Required coverage
Caretaker Internet (Digital Path)	\$2,800	\$233 per month
Total Operating Expenses:	\$20,500	[[[originally said ~\$86,500

Net Income or Loss

The HRCBA provided the following estimates:

Category	Annual Amount
Projected Annual Revenue	~\$136,000–\$141,000
Operating Expenses	~\$86,500
SBA Loan Payments	\$5,040
Estimated Net Position	~\$44,000–\$49,000

Balance Sheet

HRCBA assets include the following (based on 1/1/2026 numbers)

Category	Amount	Notes
Assets		
Cash and accounts	\$ 44,777.71.	
Accounts receivable	\$30,000 (estimated)	Related to additional PG&E settlement funds, though the timing is uncertain.
Real Estate	\$61,261 \$4,000,000?	Based on 2025 assessed value from Butte County (Parcel Quest), plus estimate of bridge value.
Sub-Total		
Liabilities		
Accounts payable	\$31,775.00	Chico Electric outstanding balance
Long Term Liability	\$90,139.16	Small Business Administration loan
Sub-Total		
Net Total Liabilities and Assets		

[[[RF said cash on hand on 8/12/2026 was \$17,621.70, is that after payment on the Chico Electric and other items??? Are the numbers above on 1/1 or should I use 7/1?

A complicating factor for transfer is a loan. In 8/20/2019, the HRCBA procured a secured disaster loan with the Small Business Administration (SBA). The loan proceeds intended to aid in the replacement of damaged property.

HRCBA noted that estimate above does not include any remaining PG&E settlement funding, if and when this is determined, it is anticipated to be a minimal amount (1% or less of the total settlement). As of July 2025, there have been no updates from the Fire Victim Trust. There is a high likelihood that these final funds will never be received.

The terms may be summarized as follows:

- Term: 30 years starting on 2/15/2019 and ending on 2/15/2049
- Original Amount: \$110,600.00 the papers indicate \$159,800.00
- Current Amount: \$90,139.16 (As of 7/31/2026).
- Monthly payment: \$473.00 (\$5,676 annually).
- Annual Interest Rate: 2.750%

Under California law, Special Districts cannot assume property loans on real estate transactions.

Management Options



A variety of agreements and management and ownership models are available, each with their advantages and disadvantages (**Table 1**).

The District is already experienced with several of them.

The following describe some of the arrangements for the long-term management and ownership of the Honey Run Covered Bridge and Park. These options include:

1. **Non-Profit Organization Owns And Manages Facility** – This option envisions HRCBA retaining sole ownership and management of the Honey Run Covered Bridge and Park. The principal maintenance costs and revenue generation would reside with HRCBA. As a cooperator, the District could still support the non-profit (especially if formalized with an MOU) and share information on potential funding sources and grant opportunities and may support grant efforts if they meet District recreation, education, and conservation goals. This is the current Status Quo.
2. **Non-Profit Organization Retains Ownership and District Manages and Operates Facility.** Under this option, HRCBA would retain ownership and develop an agreement to transfer management to PRPD. HRCBA would retain overall control and responsibilities of facilities. If a long-term agreement (25 years or more), the District would explore funding sources to provide investment into improvements on the site (most state grants, for example, require “land tenure” of 25 years or more). The District would fully integrate the facility into programming and events. This is a common arrangement, and the District can point to several local examples. The District operates a 99-year lease with Paradise Irrigation District that is an example of this option.
3. **Non-Profit Organization Transfers Ownership and Management to the District.** Under this option, HRCBA would transfer title and responsibilities to PRPD. Under this option, HRCBA could evolve into an organization that focuses on educational opportunities (i.e. docent led tours), serves as an advisory body to the District and potentially develops funds to support maintenance, improvements, and programs. Commonly, many communities have examples of facilities or property transferred to a local district once construction is completed. The District experienced a similar process with the Paradise Community Center, with one important distinction: the non-profit choose to dissolve upon the transfer.

Even within these options, there are important nuances that the organizations may wish to consider. As staff discusses below, there is also an opportunity for hybrid models that sequence these options over time.

Table 1. Preliminary Options for Facility Management

Factor	<u>Option 1:</u> Non-Profit Organization Owns And Manages Facility	<u>Option 2:</u> Non-Profit Organization Retains Ownership and District Manages and Operates Facility.	<u>Option 3:</u> Non-Profit Organization Transfers Ownership and Management to the District.
Description	HRCBA owns and manages the Park. PRPD provides technical support and continues financial contribution. Both parties seek to find cooperative opportunities for facilities and programs.	HRCBA owns Park and establishes a Management Agreement with PRPD. PRPD provides services depending on agreement details, available resources, and joint responsibilities. This approach could range from a simple maintenance contract to robust efforts that mimic the “full ownership” model.	PRPD owns and manages the Park and it becomes fully part of PRPD’s portfolio (management, marketing, programs, planning and improvements). HRCBA could shift their focus into programs (education, tours, and events), fundraising, and an advisory role.
Mission Consistency	Meets current goals. District will endeavor to partner and provide support when opportunities arise.	Fit with organization missions depending on the agreement.	Consistent with PRPD goals and mission statement. May meet HRCBA goals, though some evolution of new role may take place.
Model Track Record	Current ownership model.	Some similar examples within California Recreation and Parks Districts. Essentially a partnership venture.	Typical model for similar facilities in California Recreation and Parks Districts.
Long Term Stability	Average 501(C)3s may have a short life span and dependent on volunteer efforts and leadership.	Must evolve with changes in organization status or mission.	PRPD has stability (over 78 years with various staff changes and is still going strong).
Funding Options	Narrower scope of grant funding restricted to non-profit eligibility. HRCBA has an excellent record of donations and contributions, but most of that is driven by the Camp Fire Capital Campaign.	Available grant funding may be tied in with length of agreement or restricted to non-profit eligibility. A joint effort may enhance the potential for private donations and contributions. May be able to build additional facilities under regular construction wages.	PRPD can accept funds from many grant programs and even loans, as well as other funding that a non-profit may not have access to. PRPD can accept donations and contributions with the same tax advantages as non-profits.

Factor	<u>Option 1:</u> Non-Profit Organization Owns And Manages Facility	<u>Option 2:</u> Non-Profit Organization Retains Ownership and District Manages and Operates Facility.	<u>Option 3:</u> Non-Profit Organization Transfers Ownership and Management to the District.
Economical management	All aspects of employees or contracts fall on the non-profit organization. Overhead costs are to be borne by the non-profit though these are likely less than the District. Revenue will have to be sufficient for maintenance and other costs. One of the biggest expenses is related to significant insurance costs (especially fire insurance).	Staffing options and financial obligations laid out between organizations and PRPD in agreement. Likely an area of negotiation will be the insurance requirements and responsibilities.	PRPD: Staff time for scheduling, maintenance, grant writing, etc. Legal counsel and other resources through (California Association of Recreation and Parks District, California Special District Association, etc). PRPD has good options for insurance at relatively lower costs. Nonprofit: focuses on funding, programming, and advisory roles, which may be more feasible in the long-term.
Marketing/Advertising	All marketing and advertising at the time and expense of the organization.	District activities guide, flyers, website, Facebook page as well as non-profit's social media sites	District activities guide, flyers, website, Facebook page as well as non-profit's social media sites
Programming	Programming at the time and expense of the organization.	Depends on agreement. District programming and non-profit organizations schedule programs and events. Facility can be rented by non-profit or public entities.	District programming and non-profit organizations schedule programs and events. Facility can be rented by non-profit or public entities. Park becomes part of District's branding efforts.
Revenue	Park and house rentals provide income to non-profit.	Depends on agreement. May include park and house rental income and also programming, events, sponsorship, etc.	Park and house rentals provide income along with program, event, and sponsorship income. Government revenue and other District revenue may help subsidize efforts in times of low revenue.
Facility Upkeep	Non-profit organization solely responsible for building / property maintenance.	Negotiable in agreement.	District owns or leases, manages the property, and covers expenses related to property maintenance and improvements.

Analysis of Management Options

Mission Related Priorities

During this process, the District has enjoyed a collegial relationship with HRCBA. Both parties recognize that goal alignment is an important part of any partnership framework and should be considered for any long-term arrangement. Both parties recognize that the following principals should be considered for any future arrangement.

1. Preservation and Public Benefits

Both organizations commit to preserving the Honey Run Covered Bridge and surrounding parklands as a public recreational, cultural, and historical resource for current and future generations. All improvements, programming, and maintenance activities shall respect and protect the historical character and cultural significance of the Honey Run Covered Bridge.

2. Public Access and Programming and Education

The site shall remain accessible to the public for recreation, education, and community events, with reasonable rules to protect safety, historical integrity, and environmental quality.

The site will support educational, cultural, and recreational programming that enhances public understanding of the bridge's history, the canyon environment, and community heritage.

4. Environmental Stewardship Policy

Both organizations will protect the natural environment of Butte Creek Canyon, including water quality, habitat, vegetation, and scenic values, and will incorporate fire-safe and climate-resilient practices.

5. Collaborative Planning and Transparency Policy

Major decisions regarding site development, operations, or long-term management will be made through a transparent, collaborative process that includes public engagement and clear communication. PRPD would like to maintain HRCBA as a key partner to inform future decisions.

6. Financial Sustainability and Commercialization Policy

Revenue-generating activities may be pursued to support operations and maintenance, sponsorship and events, but care should be considered that commercial activity or sponsorship of the site shall consistent with its historical, cultural, and recreational purpose.

7. Fundraising and Philanthropy Policy

HRCBA and PRPD will coordinate fundraising efforts to avoid duplication, maximize community support, and ensure that donor intent is honored in all capital and operational funding.

8. Safety, Maintenance and Risk Management Policy

Both organizations commit to maintaining the site to modern safety standards, ensuring appropriate insurance coverage, and implementing proactive maintenance to protect public safety and the longevity of the facility.

9. Partnership and Governance Policy

PRPD and HRCBA will maintain a cooperative working relationship, including the use of joint committees or advisory groups as needed, to guide priorities, resolve issues, and support long-term stewardship of the site. In addition, there are other parties such as the Centerville Recreation and Historical Association, Friends of Butte Creek, tribes such as the Mechoopda, Northern California Regional Land Trust, and other organizations that may provide important collaborative opportunities.

Fiscal Impact

The HRCBA provided information on their management efforts and estimates of revenue. The District would have a different approach and requirements. To arrive at a more robust estimate for costs and revenue, the District suggests additional study of this topic. While there will still be uncertainties, additional study may provide accurate budgetary assumptions.

Still there are some broad statements that we can make. A property transfer would increase PRPD's assets. While the property would increase District operational costs, the property provides a unique opportunity for offsets from rentals, programs, and donors. In the long-term, both HRCBA and PRPD may benefit from a business plan approach to consider the marketing needs and demand of the park as an event venue. While there may be enough information to consider the next steps for a management or ownership agreement, the bridge occupies a strong connection to people in the community that extends well beyond local boundaries. However, to get a sense as to the potential population in proximity to the site, the District ran a National Recreation and Park Association (NRPA) facility report to get a sense of a reasonable service area and population served (Attachment C).

Some other considerations are listed below:

Revenue

- While fundraising or donations may be important for capital campaigns or particular events or milestones (i.e. potentially a focus to paying off the SBA loan). Additionally, the District could develop other dependable sources for long-term operational funding. Capital campaign sources could include:
 - Private donations and construction contributions,
 - Government Grants or loans (Federal, State, and local),
 - Non-profit or foundation Grants, and
 - Pooled resources from partners.
- The HRCBA has proven that there's strong public support for donations in support of the bridge from both pancake breakfast, merchandise, and direct donations.
- The sources for operations would be restricted to existing resources (limited) or a significant push for revenue from the site programs, parking, and events.
 - The most significant funding source is use of Honey Run Park for events such as dinners or weddings (but to fully realize that potential, the District

would want to develop parking, shuttle, and exclusive use policy solutions to allow for public access, minimize severe traffic and parking impacts, and protect resources).

- Parking revenue may help with the site's upkeep.
- New programs (especially for PRPD youth programs and canyon residents) may provide cost-offsets and new opportunities in the canyon.

Costs

- The District costs would increase for maintenance. The District would likely take a different approach to maintenance and in addition to someone assigned for daily tasks, we could utilize our crew for significant work for vegetation (especially following weather events).
- Program costs would likely be offset by fees or sponsorship. The HRCBA Board recently approved on for rentals (**Attachment D**). For either the management or ownership scenario, regular fees would likely require District BOD approval.
- The most significant costs are likely potential capital costs for repairs and improvements on the Park (this may be significant, because of the age and condition of certain amenities—and perhaps less so in the short term for the new bridge and house).
- Certainly an area of concern in the long-term are related to insurance costs and potential costs related to the bridge, if there's a catastrophic damage or over the decades if replacement or repair is required on the bridge.

Insurance Impacts

Staff explored some options with our pooled insurance provider, the California Association of Parks and Recreation Indemnity (CAPRI). Interestingly, there is likely little difference between Option 2 and 3 for costs (though some responsibilities and costs may be required depending on the options selected. Here are some notes on those conversations:

- CAPRI suggested that a long-term lease may provide a measured approach as the District could take on the duties and both parties could “test out” the arrangement.
- If a straight transfer occurred, that would mean the District is responsible for ongoing maintenance and insurance costs.
- The impact on the District's insurance premiums appears relatively minimal since CAPRI's liability and property premium formula is largely driven by total payroll and insured value. So, when considering the premium impacts of new property additions, the nature of the use is immaterial – all that matters is how much staff will be added and how much the property is worth. As a general example, if the site is “staffed” by volunteers the estimated total premium is \$0.055 per \$1000 of coverage. For example, if it is insured for \$1M, the total premium associated with the bridge would be \$5,500.

Since the fiscal impact varies by details, Staff recommends further study of the advantages and disadvantages once the respective boards select an option or narrow down what the approach looks like. CAPRI indicates that with those details, they will be able to provide some projections.

Future Park Improvements

Both HRCBA and District staff indicated considerable enthusiasm for the prospects of developing facilities to honor the historical conditions of the site and make it a more visitor friendly experience (parking, events, etc.) to best serve the community now and into the future.

Some of these may be relatively simple improvements, while others will either require significant funds (probably grant funds) for significant capital improvements or addition of land to the park footprint.

While beyond the scope of this MOU, to allow for a clearly articulated vision, we highly recommend the development of a site conceptual plans to share with the public and to, hopefully, inspire partners to join the effort with funding, programming, or partnership.

Some of the comments collected during this MOU include:

- Improved or expanded parking (consider ADA parking and pull-through drop-offs and consider exploration of shuttles or remote parking to minimize traffic and roadway impacts).
- Exploration of joint partnerships with adjacent landowners or land transfers.
- Interpretive signs.
- All ability access.
- Landscaping and vegetation improvements.
- Fire and vegetation plans.
- A new monument sign.
- Explore playground features or creative play spaces.
- Improvements to Event Space, restrooms.
- Consider on-site accent art options.
- Storage for events or programs and cleaning, landscaping.
- Small patio or interpretive amphitheater.
- Vegetative screens
- Erosion protection.
- Shade trees.
- Explore needs and opportunities to work with other organizations that may wish to partner at the site.
- Though modern materials and designs are possible, any future improvements designs should fit within the historic country aesthetic.

Staff presents this list not as an exhaustive list, but as examples of some of the brainstorming that would be needed. This list is just a short example of what could be considered.

A conceptual plan would allow for a unified vision and expectations and provide a good framework for seeking funding sources for a capital campaigns and grant and fundraising efforts. Importantly, this would allow for a high level of public engagement.

Staff should note that the a conceptual site model is not necessarily needed to be developed prior to a long-term decision on the management and ownership question is solved, but we highly recommend that it becomes part of the long-term framework for the property and helps layout priorities for future improvements and repairs.

Discussion

This report provides some of the current information known on the property and project. Perhaps more importantly, has been the cultivation of a strong partnership (and collaborative spirit) between HRCBA and the District.

Findings

The HRCBA Board provided a compelling proposal to the District for a robust collaboration for the two organizations to ensure the long-term protection and enjoyment of this landmark property. There are several important findings peppered throughout this document. The following provides an overall synthesis of the available information:

- HRCBA has rebuilt the bridge but lacks long-term operational capacity. HRCBA has a strong sense as to the importance of the landmark to the community and has an excellent capital campaign track record.
- PRPD has the stability, funding access, and mission alignment to steward the site. PRPD has the expertise and ability to plan and develop recreational facilities and programs.
- A partnership or transfer is both feasible and beneficial—but requires careful structuring.
- The strongest path appears to be a PRPD-led model with HRCBA continuing as a fundraising, educational, and advisory partner, though the final decision depends on financial modeling and community input.
- Until the SBA loan is paid off, it limits the options that the District is able to consider.
- There are significant uncertainty and outstanding questions (see next section).

Option Evaluation and Organizational Mission Fit

Here is a summary of the options and the fit to organizational missions:

- **Option 1. HRCBA Owns and Manages**
 - Moderate
 - HRCBA preserves history but limited capacity for long-term public programming and site improvements.
- **Option 2. HRCBA Owns, PRPD Manages**
 - High
 - PRPD can deliver recreation, education, and public access while HRCBA retains ownership.
- **Option 3. PRPD Owns and Manages**
 - Very High
 - Strongest alignment with PRPD's mission of recreation, conservation, and public access.

Additional options

- **Option 4. Split Ownership/Management**
 - Moderate
 - Risk of blurred responsibilities and slower decision-making.
- **Option 5. Dissolution**
 - None
 - Results in loss of community asset; report notes this is “not an attractive option.”

As noted, there is an option of a hybrid that essentially starts as Option 2 and transitions to Option 3 once the SBA loan is completed.

So, what would that look like?

Here is a broad framework for this approach. Initially, the organizations would enter into a long-term lease agreement. The District would continue to support the HRCBA (\$6K a year, which is sufficient to cover the annual payment on the SBA loan). The District would manage the operations, develop an operations budget, and could reinvest additional revenue over costs toward improvements and site programs. HRCBA continues fundraising for improvements and maintenance and provide docent or education efforts and serves as advisory body to the District. Both organizations could also host joint fundraisers to accelerate the payment of the loan.

When the SBA loan is satisfied, then the agreement would trigger the provision to initiate the final review and transfer of the Park. The organizations would then shift into long-term roles and responsibilities.

Outstanding Questions and Uncertainties

This Report identifies several unresolved issues that must be clarified before a transfer:

- Boundary, easements, and legal condition uncertainties The property boundaries are complicated with a significant number of easements that may constrain Park development. A survey and marking of boundaries is recommended before transfer to ensure legal installation of improvements and to minimize neighbor or development challenges. Without this, capital improvements, insurance, and liability become risky, and neither organization could commit any transfer actions.
- Insurance and liability estimates.
- Operational cost estimates.
- Event rules and restrictions.
- Long-term programming expectations.
- SBA loan implications and exploration of loan forgiveness.
- Future park design and conceptual planning (though that can be built into long-term efforts. This should be developed with a robust outreach effort to engage the community to provide information on potential amenities, programs, uses, partners, and gauge community interest and support. This effort may connect us to additional funding or donations to make those improvements a reality).

What's Next

This MOU has provided a fruitful exploration of preliminary options and a compelling vision. Importantly this process established a positive working relationship with HRCBA and the District.

While this Report cannot address the uncertainties and questions raised earlier (and perhaps others yet unknown), staff believes that with Board direction, we can develop a framework to address these issues and produce an agreement for the long-term benefit of the Honey Run Park and the public.

Therefore, Staff recommends establishing an “Agreement MOU” to determine the framework and options for management and transfer. This is envisioned under the current MOU. While some of the uncertainties may be unknowable or items that may be important once the management is underway (i.e. programs), identification of the issues will certainly help build a robust agreement.

This MOU would be targeted at commissioning staff and representatives to craft an agreement. Staff recommend that this MOU be in effect for a year, with an option for extension with mutual consent. The MOU would task the organizations with seeking information to:

- Determine whether to pursue a land lease agreement or full property transfer.
- Develop an MOU on the direction set above to provide clear direction.
- Set a timeline for drafting agreements and defining roles.
- Identify funding opportunities and grant applications.

An MOU allows the parties to work through them, under a publicly transparent process, without committing prematurely. This also provides an opportunity for public input to be incorporated into the agreement and jump start some site planning efforts.

The product would be a transfer agreement. A good transfer agreement would require many of the uncertainties to be addressed and a transfer agreement becomes logical only after:

1. Complete Due diligence tasks for the property (Property Survey and Deed research, Phase I report, Preliminary Title, etc.),
2. Determine constraints on HRCBA's SBA loan
3. Understand Insurance and liability issues,
4. Complete a detailed inventory of site amenities,
5. Estimate operational costs, staff capacity, and resources are assessed,
6. Develop a public engagement approach (use information for Outreach, and future fundraising and capital campaign strategies, Explore and identify potential partners and champions to aid in the project);
7. Consider a conceptual site plan approach for future planning;
8. Understand revenue opportunities and identify grant sources;

Once both boards formally approve the transfer terms, at that point, a transfer agreement would be appropriate. This process will also ensure that budget recommendations associated with marketing, operations, and management will be incorporated into future budget cycles.

Staff recommends that District Staff continue working with HRCBA representatives to develop an MOU and then continue using an *ad hoc* working group (with 2 board members from each organization) to aid staff with the review of the agreement.

Because of the importance of the bridge to the canyon and entire region, we believe that any future management will benefit from consideration of a solid public engagement approach to provide transparent information, facilitate new partnerships and programming options, channel volunteer and donation efforts, and other community needs as they evolve.

Despite challenges, transfer represents a unique opportunity to restore an essential community asset. This partnership provides a generational opportunity for the community to develop sufficient revenue and programming.

Attachments

Attachment A – 2023 Memorandum of Understanding (MOU) with the Honey Run Covered Bridge Association (HRCBA) and Paradise Recreation and Park District (PRPD)

Attachment B – HRCBA Proposed Change of Ownership (2/25/2026)

Attachment C - Park Facility Report (Butte Creek Canyon)

Attachment D - Honey Run Covered Bridge Association - Proposed Event & Facility Rental Fee Schedule

**2023 MEMORANDUM OF UNDERSTANDING
BETWEEN THE PARADISE RECREATION AND PARK DISTRICT AND
HONEY RUN COVERED BRIDGE ASSOCIATION**

This Memorandum of Understanding (“MOU”) is executed on the date last set forth below opposite the parties’ signatures by and between Honey Run Covered Bridge Association, a California nonprofit public benefit corporation (“HRCBA”) and Paradise Recreation and Park District, a California recreation and park district (“PRPD”) and is based upon the following facts:

A. Prior to the 2018 Camp Fire, HRCBA owned and operated the Honey Run Covered Bridge (the “Bridge”) which served as a focal point of historical interest and as a small park with creek access, restrooms, drinking water, picnic tables and benches. The Bridge was located at 1670 Honey Run Rd, Chico, CA 95928-8849, Butte County Assessor’s Parcel Number 017-200-072 (the “Property”).

B. The Bridge was destroyed in the Camp Fire and HRCBA initiated funding efforts to rebuild a historically accurate facsimile of the Bridge that meets modern engineering codes on the Property.

C. The HRCBA has made remarkable efforts toward building broad public support and has completed the first phases of the bridge design and foundation. HRCBA continues to build partnerships to move the rebuild into the next phase.

D. PRPD serves the recreation and park needs of citizens in a large area of the foothills of Butte County including Butte Creek Canyon, including the area of the Property. PRPD has substantial knowledge of and experience in the development, construction, ownership, and operation of a variety of community facilities and developed and wildland parks. PRPD also provides a variety of recreational classes, events, and programs. PRPD enjoys partnerships with other organizations and providing institutional support to enable organizations to fulfil their missions and provide unique services to our citizens.

E. For the foregoing reasons HRCBA desires to engage with PRPD to assist with support in the rebuilding of the Bridge and grounds; and to explore future partnership opportunities for amenities, recreation, and management.

In consideration of the foregoing facts, which are incorporated in the below MOU of the parties as though fully set forth, HRCBA and PRPD agree as follows:

1. **Term.** The term of this MOU shall commence March 1, 2023, and conclude by June 30, 2025, with the option of one 12-month extension. Either party may terminate this MOU without cause with a written 30-day notice.
2. **Roles and Responsibilities.** As time and other obligations allow, PRPD will provide technical advice, suggestions, and review of conceptual and designs related to park amenities. PRPD will share potential funding sources and grant opportunities and may support grant efforts if they meet PRPD recreation, education, and conservation goals. HRCBA will provide adequate information and identify areas and needs where PRPD may be able to provide service. Additionally, HRCBA and PRPD will obtain input from the community and other partners to assess needs for the Bridge and assess the possibility of other partners to support the reconstruction of the Bridge. Future funding or revenue sources may allow for more vigorous involvement for PRPD and this agreement will allow for written amendments to define more substantial roles. This will be approved by both Boards.
3. **Communication Approach.** HRCBA and PRPD shall meet and confer on a regular basis to develop a potential strategy to communicate, fund, design and reconstruct the Bridge and rebuild the property amenities.
4. **Management of Bridge.** Upon completion of the reconstruction of the Bridge, HRCBA and PRPD will consider the operation of the Bridge for the benefit of Butte County citizens. This will include consideration of the fiscal impact of operations and mechanisms for revenue.
5. **Progress Report.** Before the expiration of the term of the MOU, HRCBA and PRPD will compile the information required and develop a report to consider continuation or expansion of the partnership, progress toward reconstruction of the Bridge and site improvements. This written memo will explore and provide recommendations on the following and be submitted to HRCBA and PRPD boards and may recommend a more formal joint agreement with the findings.

Executed at Butte County, California on the dates set forth below opposite the parties' signatures below.

HRCBA:

Honey Run Covered Bridge Association , a California nonprofit public benefit corporation.

____, 2023

By: _____
Walt Schafer, President

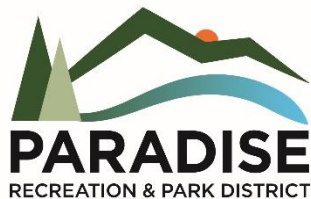
PRPD:

Paradise Recreation and Park District, a California recreation and park district

____, 2023

By: _____
Dan Efseaff, District Manager

Revision: 1/27/2023 – REQUIRES Review by Counsel
O:\Admin\Agreements\Non-Profits\HRCB\MOU\2023-2024_PRPD.HRCBA.MOU(Draft).22.1223.docx



Paradise Recreation & Park District

6626 Skyway
Paradise, CA 95969
Email: info@ParadisePRPD.com

Phone: 530-662-2037
Fax: 530-872-8619
Website: www.ParadisePRPD.com

July 10, 2026

Mr. Richard Fowler

Sent via email to: richardjdfowler@gmail.com

Subject: Extension of 2023 Memorandum Of Understanding Between The Paradise Recreation And Park District And Honey Run Covered Bridge Association

Dear Rick:

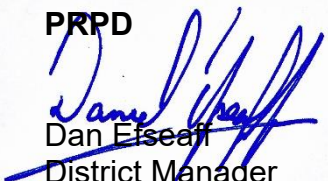
As you know, our organizations entered into the above MOU (executed on March 1, 2023). We also agreed to an extension (on June 30, 2025) based on mutual consent to conclude the MOU on June 30, 2026.

One of the principal products will be a report to our mutual boards and though we are close to fulfilling that goal, we have not jointly completed the report and adequately reviewed it. I will send under separate cover, the latest draft for your review.

To keep our intent to complete the report, acknowledge the MOU timeline, and our organizations' interest in continuing these efforts, I propose that we agree to an extension to August 30, 2026 as that should allow for completion of this task and communicate it to our Boards.

If you also agree, please sign below if you agree to this extension.

Sincerely,

PRPD

Dan Eiseart
District Manager

HRCBA Honey Run Covered Bridge
Association

By _____
Richard Fowler, President
Date ____/____/____

Enclosure(s):

Copy: Joanne Hall joanne@golftourneypros.com Lindsay Steinberg lindsay@blueflamingomarketing.com

PRPD_HRCBA_MOU_Extension_letter_2026.0710.docx

PARADISE RECREATION & PARK DISTRICT

PROPOSED CHANGE OF OWNERSHIP

DATED: February 25, 2026

INTRODUCTION

Transferring the ownership and stewardship of an icon such as the Honey Run Covered Bridge is a significant milestone for our community. Transitioning from a dedicated nonprofit board to a public agency such as the Paradise Recreation and Park District (PRPD) presents an opportunity to ensure long-term sustainability while honoring the bridge's deep historical roots.

The most common concern in a public transition is the potential loss of "soul." The Honey Run Covered Bridge Association (HRCBA) believes that any future structure—whether ownership transfer or long-term management agreement—must preserve the bridge's historical integrity, community legacy, and preservation-focused mission.

This document outlines a comprehensive approach to evolving the partnership between HRCBA and PRPD.

EVOLVED ROLE OF HRCBA

HRCBA seeks to maintain involvement with the bridge in an advisory capacity, with formal details to be determined by mutual agreement.

Branding

The Honey Run Covered Bridge branding shall remain distinct within the PRPD portfolio.

Annual Legacy Events

Community-led events (Pancake Breakfast, Holiday Faire, etc.) shall continue under guidance

of the HRCBA Advisory Committee. Proceeds may cover event overhead or be donated to PRPD for designated Honey Run Covered Bridge or park improvements.

Communication

PRPD shall appoint a dedicated liaison to meet regularly with the HRCBA Advisory Committee to ensure transparency and coordination.

Docent Programs

HRCBA shall retain the option to manage and lead historical tours and educational programming, preserving the oral history of the canyon and bridge for visitors and students.

REVENUE SOURCES

Although the park reopened following the 2018 Camp Fire, revenue was limited due to the inability to host events on the bridge itself. Profit & Loss statements for the three years prior to the fire have been provided for review.

Direct Public Support

\$4,000–\$5,000 annually.

The increase in 2018 was attributable to the sale of commemorative metal hearts supporting the rebuild.

Pancake Breakfast

Historical: \$2,000–\$2,500 annually.

In 2025, attendance exceeded 500 participants with professional event organization and returning sponsors. Gross revenue exceeded \$15,000.

Weddings & Events

Historical: approximately \$20,000 annually.

At the time of the Camp Fire, 20 weddings were booked at \$1,000 per day.

Based on current market research and comparable venue analysis, projected rental fees are anticipated to be \$5,000 per wedding, with projected annual net revenue of approximately \$100,000.

Parking (Iron Ranger)

Historical: \$6,000–\$8,000 annually.

Current average: \$1,000 per month.

Projected annual revenue: \$12,000.

Rental Income – Caretaker Residence

\$756 per month

\$9,072 annually

EXPENSES & LIABILITIES

Operating Expenses

Insurance (D&O)

\$4,500 annually

Property Taxes

HRCBA currently maintains nonprofit property tax exemption.

Reassessed property taxes following rebuild: \$66,000.

Payroll & Wages

Caretaker: 12 hours per week

\$1,000 per month (\$12,000 annually)

Workers' Compensation: \$1,200 annually

Caretaker Internet (Digital Path): \$233 per month (\$2,800 annually)

Current Liabilities

SBA Loan

\$420 per month (\$5,040 annually)

Outstanding balance as of 2/4/26: \$91,625.87

CONSTRUCTION – PHASE 4 (FINAL)

HRCBA is in the final phase of installing permanent lighting and egress improvements, a requirement of Butte County in order to hold public events and fundraisers.

Contractors associated with this phase:

- Consor Engineering
- Chico Electric

Final expenses remain associated with completion of this phase.

Consor Engineering outstanding Balance: \$17,209

Chico Electric Balance: \$34,775

Chico Electric light installation begins March 2, 2026. Installation is anticipated to require approximately 2–3 weeks.

HRCBA has voted to close the bridge during installation. The bridge may be closed for part or all of March depending on contractor needs and safety considerations.

Final approval is pending Butte County inspection, including Fire Marshal approval. Upon approval, event rentals may resume.

FACILITIES & CAPITAL MAINTENANCE

There are no anticipated capital repairs at this time. However, to modernize and prepare the park for increased capacity:

Site Optimization

Parking & Access:

Level and pave the main parking lot with efficient striping and clear signage.

Landscaping & Fire Mitigation:

Implement a native vegetation plan with integrated irrigation.

Maintain a 300-foot “Fire Safe” buffer surrounding the bridge, including:

- Annual brush clearing
- Dead wood removal

- Invasive species mitigation
 - General fuel reduction
-

PROPERTY CONDITIONS

There are no agreements, restrictions, easements, or donor conditions currently tied to the property or bridge.

CURRENT STATUS – PROPERTY ON OPPOSITE SIDE OF BUTTE CREEK

HRCBA has had promising discussions with Malcolm McDonald regarding potential donation of property on the northeast side of the bridge.

In prior communication, Malcolm indicated the family would consider donating 2–3 acres on the north side of the new bridge, expanding park footprint and improving creek access.

He expressed that strengthened discussions between HRCBA and PRPD may increase interest in donating a larger parcel.

CHANGE OF OWNERSHIP?

The current MOU between HRCBA and PRPD is up for renewal in June 2026.

Two structural options remain under consideration:

Option 1

HRCBA retains ownership, with PRPD entering into a long-term management and stewardship agreement, with continued HRCBA advisory involvement.

Option 2

PRPD assumes ownership and operational responsibility, with HRCBA serving in an advisory capacity.

The goal is to complete a full transition by the end of 2026—whether that transition results in full PRPD ownership or long-term PRPD management under retained HRCBA ownership. Final determination remains subject to mutual board approval.

TRANSITION TIMELINE & DUE DILIGENCE

Due diligence to include:

- Asset Audit: Full inventory of site, rebuild status, funds, and boundaries.
- Legal Review: Review of deeds and easements to ensure clean title transfer.
- Financial Protections: Assumption or resolution of SBA loan; transfer of future tax and legal responsibilities to PRPD upon ownership transfer.
- Replacement-Cost Insurance: PRPD shall maintain coverage sufficient to rebuild the structure in the event of catastrophic loss.

Public access shall remain open 7 days per week, excluding some holidays, maintenance, private events, and construction closures.

HISTORICAL & CULTURAL PRESERVATION PRIORITIES

Preservation of Legacy

- Continued recognition of the Honey Run Covered Bridge as an iconic regional landmark.
- Commitment to historically accurate reconstruction and maintenance.
- Preservation of archival materials, photographs, donor records, and documentation.

Recognition of Community-Lead Rebuilding

- Formal acknowledgment of grassroots fundraising and volunteer efforts following the 2018 Camp Fire.
 - Installation or preservation of donor recognition signage.
 - Commitment to storytelling reflecting the bridge as a symbol of resilience for Butte County.
-

MISSION-RELATED PRIORITIES

- Preserve the bridge as a public recreational and cultural gathering space. No commercialization.
 - Assurance that PRPD's stewardship aligns with HRCBA's founding purpose: preserving and protecting the Honey Run Covered Bridge and park for public benefit
 - Protect the natural environment surrounding the bridge.
 - Good faith effort to expand and protect park grounds in partnership with HRCBA, private landowners, NCRLT, CRHA, Friends of Butte Creek, Butte County, and other community organizations.
 - Joint plan to improve parking accessibility and safe pedestrian access.
-

OPERATIONAL PRIORITIES

- Long-term maintenance plan including structural inspections, vegetation management, and fire mitigation.

- Budget allocation specifically earmarked for bridge upkeep, site management, and potential park improvements.
 - As part of any full ownership transition, PRPD shall assume or facilitate satisfaction/forgiveness of the SBA loan obligation by closing of negotiations
 - Clear insurance and risk management policies protecting both the structure and the surrounding park.
 - Financial transparency ensuring restricted funds remain dedicated to bridge preservation.
-

GOVERNANCE & CONTINUITY

- Advisory or legacy committee representation from former, current, and new HRCBA members.
- Defined transition timeline including transfer of records, contracts, intellectual property, and digital assets.
- Formal written stewardship agreement.
- Five-year strategic plan with annual status updates addressing:
 - Fire risk mitigation
 - Parking improvements
 - Park maintenance and expansion
 - Events and fundraising
 - Financial reporting
 - Continued HRCBA involvement
 -



NATIONAL
RECREATION AND PARK
ASSOCIATION

NRPA Facility Market Report

105

Butte Creek Canyon - Centerville

13457 Centerville Rd, Chico, California, 95928

Drive time: 30 minute radius

Prepared by NRPA

Latitude: 39.78610

Longitude: -121.66013

Park and recreation agencies offer a diverse set of parks, facilities and program activities to meet the needs of their communities. But the offerings that work well for one agency, or even one part of an agency's service area, may not be the best fit elsewhere. As a result, park and recreation professionals seek information and insights that empower them to make decisions on the optimal programming and service offerings for their communities. The NRPA Facility Market Report offers an array of data that provides your agency with a greater understanding of the residents served by the chosen facility.

About the Residents Living Within the Prescribed Distance

Summary	Census 2010		Census 2020		2024		2029
Population	16,374		18,225		18,382		18,473
Households	6,722		7,702		7,877		8,036
Families	3,800		-		4,215		4,306
Average Household Size	2.39		2.33		2.29		2.26
Owner Occupied Housing Units	3,168		-		3,448		3,634
Renter Occupied Housing Units	3,555		-		4,429		4,402
Median Age	33.1		-		38.5		40.2
Race and Ethnicity	Census 2010		Census 2020		2024		2029
	Number	Percent	Number	Percent	Number	Percent	Number
White Alone	12,774	78.0%	12,743	69.9%	12,404	67.5%	12,080
Black Alone	320	2.0%	385	2.1%	413	2.2%	428
American Indian Alone	322	2.0%	396	2.2%	411	2.2%	410
Asian Alone	815	5.0%	760	4.2%	851	4.6%	941
Pacific Islander Alone	47	0.3%	57	0.3%	60	0.3%	63
Some Other Race Alone	1,247	7.6%	1,588	8.7%	1,756	9.6%	1,887
Two or More Races	848	5.2%	2,297	12.6%	2,487	13.5%	2,664
Hispanic Origin (Any Race)	2,911	17.8%	3,552	19.5%	3,921	21.3%	4,220
Population by Age	Census 2010		2024		2029		
	Number	Percent	Number	Percent	Number	Percent	
0 - 4	1,013	6.2%	956	5.2%	926	5.0%	
5 - 9	1,035	6.3%	964	5.2%	917	5.0%	
10 - 14	1,002	6.1%	971	5.3%	962	5.2%	
15 - 19	1,107	6.8%	1,002	5.5%	947	5.1%	
20 - 24	1,776	10.8%	1,283	7.0%	1,142	6.2%	
25 - 34	2,681	16.4%	3,066	16.7%	2,729	14.8%	
35 - 44	1,973	12.0%	2,604	14.2%	2,897	15.7%	
45 - 54	1,999	12.2%	2,107	11.5%	2,297	12.4%	
55 - 64	1,865	11.4%	1,914	10.4%	1,886	10.2%	
65 - 74	886	5.4%	1,969	10.7%	1,880	10.2%	
75 - 84	629	3.8%	1,103	6.0%	1,407	7.6%	
85+	408	2.5%	442	2.4%	484	2.6%	

While the information within this report is not intended to be indicative of the entire population served by your site, it gives your agency insights on the potential market for the facility with a particular focus on those living within the chosen distance. *Note: The analysis provided within this report is meant to be for informational purposes only and does not represent a recommendation by NRPA for the facility's operations.*

Source: ACS, Esri, Esri-MRI-Simmons, Esri-U.S. BLS, U.S. Census

June 06, 2025

National Recreation and Park Association

© 2025 Esri

Page 1 of 4



NATIONAL
RECREATION AND PARK
ASSOCIATION

NRPA Facility Market Report

Butte Creek Canyon - Centerville

13457 Centerville Rd, Chico, California, 95928

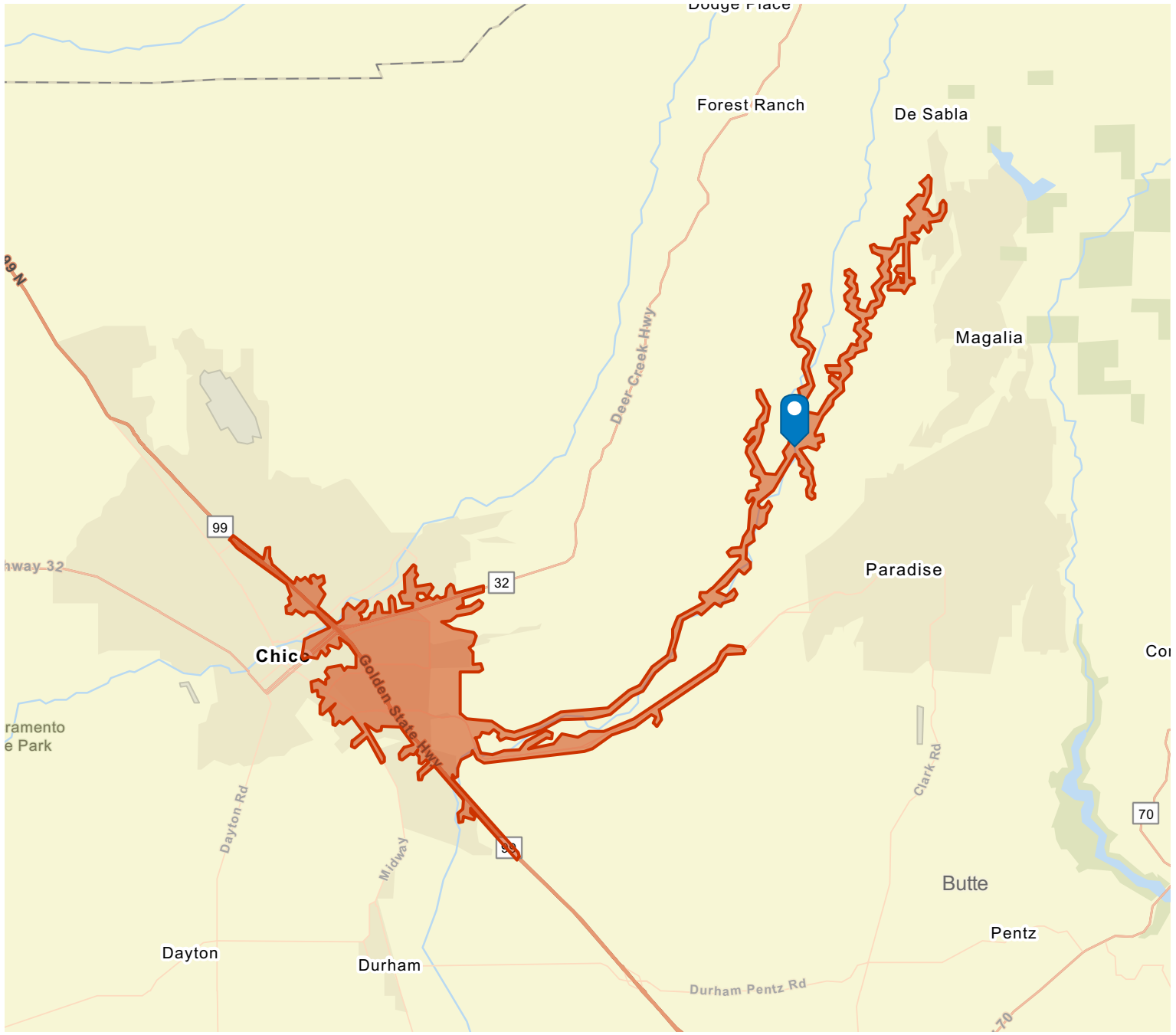
Drive time: 30 minute radius

Prepared by NRPA

Latitude: 39.78610

Longitude: -121.66013

Map Highlighting the Prescribed Distance of Analysis



Source: ACS, Esri, Esri-MRI-Simmons, Esri-U.S. BLS, U.S. Census

June 06, 2025

National Recreation and Park Association



NATIONAL
RECREATION AND PARK
ASSOCIATION

NRPA Facility Market Report

107

Butte Creek Canyon - Centerville

13457 Centerville Rd, Chico, California, 95928

Drive time: 30 minute radius

Prepared by NRPA

Latitude: 39.78610

Longitude: -121.66013

Additional Insights About the Residents Living Within the Prescribed Distance

POPULATION AGE 3+ YEARS BY SCHOOL ENROLLMENT			Number	Percent
Total			17,553	100.0%
Enrolled in school			4,543	25.9%
Enrolled in nursery school, preschool			209	1.2%
Enrolled in kindergarten			198	1.1%
Enrolled in grade 1 to grade 4			843	4.8%
Enrolled in grade 5 to grade 8			686	3.9%
Enrolled in grade 9 to grade 12			816	4.6%
Not enrolled in school			13,009	74.1%

HOUSEHOLDS BY PRESENCE OF PEOPLE 65 YEARS AND OVER, HOUSEHOLD SIZE AND HOUSEHOLD TYPE			Number	Percent
Households with Pop 65+			2,046	26.7%
1-Person			819	10.7%
2+ Person Family			1,132	14.8%
2+ Person Nonfamily			95	1.2%

2024 Labor Force							
Age Group	Population	Employed	Unemployed	Unemployment Rate	Labor Force Participation Rate	Employment-Population Ratio	
16+	15,290	9,041	591	6.1%	63.0%	59	
16-24	2,084	1,072	209	16.3%	61.5%	51	
25-54	7,777	6,175	234	3.7%	82.4%	79	
55-64	1,914	1,148	107	8.5%	65.6%	60	
65+	3,514	646	41	6.0%	19.6%	18	

HOUSEHOLDS BY FOOD STAMPS/SNAP STATUS			Number	Percent
Total			7,666	100.0%
With Food Stamps/SNAP			795	10.4%
With No Food Stamps/SNAP			6,870	89.6%

Home & Household Operations	Spending Potential Index*	Average Amount Spent	Total
Mortgage Payment and Basics	90	\$12,131.37	\$95,558,830
Utilities, Fuel, and Public Services	94	\$5,598.25	\$44,097,407
Child Care	93	\$511.94	\$4,032,565

*The Spending Potential Index (SPI) represents the amount spent in the area relative to a national average of 100. An SPI of 110 means that the area spends 10 percent more than the national average, on that good or service. An SPI of 90 means that the area spends 10 percent less than the national average, on that good or service.

Product/Consumer Behavior	Expected Number of		Percent	MPI
	Adults			
Used prescription drug for anxiety/panic	1,353		9.1%	108
Used prescription drug for arthritis/osteoarthritis	588		3.9%	107
Used prescription drug for depression	1,247		8.4%	109
Used prescription drug for diabetes (non-insulin depend)	1,108		7.4%	110
Used prescription drug for heartburn/acid reflux	1,033		6.9%	101
Used prescription drug for high blood pressure	2,445		16.4%	100
Used prescription drug for high cholesterol	1,838		12.3%	103
Used prescription drug for migraine headache	514		3.4%	98

*The Market Potential Index (MPI) represents the relative likelihood of usage in comparison to the national average. This measure is indexed to 100, meaning an MPI greater than 100 indicates a higher than average likelihood (relative to the whole U.S.) in the use of medication for the specified reasons.

Source: ACS, Esri, Esri-MRI-Simmons, Esri-U.S. BLS, U.S. Census

June 06, 2025

National Recreation and Park Association



NATIONAL
RECREATION AND PARK
ASSOCIATION

NRPA Facility Market Report

108

Butte Creek Canyon - Centerville

13457 Centerville Rd, Chico, California, 95928

Drive time: 30 minute radius

Prepared by NRPA

Latitude: 39.78610

Longitude: -121.66013

Personal Interests, Activities and Spending Habits of the Residents Living Within the Prescribed Distance

The following sections summarize the personal interests, activities and spending habits of residents living within the chosen distance of the facility. These tables include predictors of recreation activity and spending that better inform programming decision making for your facility.

Product/Consumer Behavior	Expected Number of	Percent	MPI
	Adults		
Typically spend 7+ hours exercising per week	3,679	24.7%	104
Typically spend 4-6 hours exercising per week	3,274	22.0%	99
Typically spend 1-3 hours exercising per week	3,846	25.8%	102
Exercise at home 2+ times per week	7,325	49.2%	101
Exercise at club 2+ times per week	1,862	12.5%	107
Participated in aerobics in last 12 months	1,229	8.2%	108
Participated in backpacking in last 12 months	503	3.4%	98
Participated in baseball in last 12 months	388	2.6%	90
Participated in basketball in last 12 months	764	5.1%	93
Participated in bicycling (mountain) in last 12 months	472	3.2%	96
Participated in bicycling (road) in last 12 months	1,666	11.2%	101
Participated in football in last 12 months	398	2.7%	105
Participated in Frisbee in last 12 months	536	3.6%	109
Participated in golf in last 12 months	1,245	8.4%	104
Participated in hiking in last 12 months	3,067	20.6%	107
Participated in jogging/running in last 12 months	1,597	10.7%	104
Participated in soccer in last 12 months	421	2.8%	90
Participated in softball in last 12 months	241	1.6%	93
Participated in swimming in last 12 months	2,472	16.6%	106
Participated in tennis in last 12 months	554	3.7%	98
Participated in volleyball in last 12 months	347	2.3%	93
Participated in walking for exercise in last 12 months	5,242	35.2%	108
Participated in weight lifting in last 12 months	2,093	14.0%	94
Participated in yoga in last 12 months	1,717	11.5%	115
Spent on sports/rec equip in last 12 months: \$1-99	942	6.3%	94
Spent on sports/rec equip in last 12 months: \$100-\$249	1,005	6.7%	107
Spent on sports/rec equip in last 12 months: \$250+	1,462	9.8%	100

While all of the leisure activities presented in the table may not be relevant to your facility, these data provide your agency with guidance on the leisure interests of your patrons, as well as their ability/willingness to pay for those experiences. For example, a population that has a Spending Potential Index (SPI) over 100 for "Fees for Recreational Lessons" may indicate a significant opportunity—and/or a greater willingness to pay—for high quality fee-based recreation programs at your facility.

	Spending Potential Index	Average Amount Spent	Total
Entertainment/Recreation Fees and Admissions	95	\$782.16	\$6,161,106
Tickets to Theatre/Operas/Concerts	99	\$74.93	\$590,192
Tickets to Parks or Museums	95	\$35.71	\$281,261
Admission to Sporting Events, excl.Trips	95	\$75.43	\$594,188
Fees for Participant Sports, excl.Trips	95	\$127.07	\$1,000,924
Fees for Recreational Lessons	92	\$159.48	\$1,256,225
Membership Fees for Social/Recreation/Civic Clubs	94	\$283.76	\$2,235,184

Source: ACS, Esri, Esri-MRI-Simmons, Esri-U.S. BLS, U.S. Census

June 06, 2025

National Recreation and Park Association

Honey Run Covered Bridge Association

Proposed Event & Facility Rental Fee Schedule

Discussion Draft for Board Review

This document is intended as a starting point for HRCBA Board discussion and policy development. It does not address every possible event type, contingency, fee, liability concern, operational requirement, or special circumstance.

Proposed Rental Categories and Fees

Event Type	Duration / Access	Proposed Fee	Notes
Photography Session	Up to 2 hours	\$150	Non-exclusive use unless otherwise approved.
Small Private Gathering	Up to 25 attendees; up to 2 hours	\$300	Small family or private gathering.
Birthday Party / Family Gathering	Up to 4 hours	\$600	Designated event area; exact access to be determined by event agreement.
Celebration of Life - Brief Remembrance	Up to 1 hour	\$250	Small brief remembrance or similar gathering.
Celebration of Life - Standard	Up to 4 hours	\$750	Typical family memorial or celebration of life.
Celebration of Life - Large Catered Event	Up to 6 hours	\$1,250	For larger gatherings and/or catered memorial events.
School Educational Event	Per applicable event category	50% discount	K-12 school educational programming or field trips.
Registered 501(c)(3) Event	Per applicable event category	25% discount	Subject to availability and approval.
Veterans Organization or Veteran Event	Per applicable event category	25% discount	Applies to qualifying veterans groups or individual veteran events.
Exclusive Bridge Rental - Weekday	2-4 hours; bridge only	\$1,000	Park remains open to the public; bridge may be signed as closed for private event.
Exclusive Bridge Rental - Weekend Day	2-4 hours; bridge only	\$1,500	Weekend day rate; not a full-weekend rental.
Corporate Retreat / Company Picnic	Up to 4 hours	\$1,250	Private event use as defined in event agreement.
Corporate Event - Exclusive Park Use	Up to 8 hours	\$2,000	Exclusive park and bridge use, subject to permitting and insurance requirements.
Premium Private Dinner / Fundraiser	Up to 6 hours	\$2,500	Renter arranges caterer, furnishings, vendors, and related event services.
Micro-Wedding / Elopement	Up to 30 guests; up to 3 hours	\$2,000	Small wedding or elopement format.
Wedding Ceremony Only	Up to 4 hours	\$3,500	Exclusive use terms to be defined in agreement.
Wedding Ceremony and Reception	Full day	\$5,000	Exclusive use of bridge and park; setup/breakdown details to be defined.
Commercial Event / Festival	Negotiated	Starting at \$3,000	Scope, vendors, insurance, security, and cleanup may affect fee.
Commercial Photography / Filming	Variable	Starting at \$500	Fee adjusted based on scope, crew size, access, and impacts.

Additional Fees

Item	Proposed Fee / Status
Security Deposit	\$500-\$1,000. Final required security deposit language and forfeiture terms to be determined.
Additional Event Time	\$150 per additional hour.
Extraordinary Cleanup	Actual cost.
Additional Insurance Requirements	Actual cost or as required by HRCBA, insurer, contract terms, or permitting agencies.

Exclusive Bridge Rental Policy

- Exclusive use of the bridge only.
- The park may remain open to the public.
- Temporary signage may be placed at bridge entrances indicating that the bridge is closed for a private event.
- Interior bridge lighting is included.
- Renter is responsible for catering, furnishings, decorations, vendors, and related event services unless otherwise stated in the written agreement.

Attendance Limits

- Maximum attendance on the bridge: 250 persons.
- Additional attendance limits for other event configurations, park areas, vendor layouts, parking, restroom capacity, and safety requirements may need to be established by the Board and applicable permitting agencies.

Alcohol Policy

- Alcohol service may be permitted only when expressly approved in the written event agreement and only in compliance with all applicable laws, permits, insurance requirements, and HRCBA conditions.
- Specific alcohol service requirements, approved service methods, permitting procedures, and enforcement provisions are to be determined by the Board.

Contract and Liability Insurance Requirements

- Every event shall require a signed rental agreement or facility-use contract.
- Every renter shall provide proof of event liability insurance meeting minimum coverage requirements established by HRCBA.
- HRCBA may require additional insured status, higher coverage limits, security deposits, security personnel, vendor insurance, or other risk-management measures depending on the nature and size of the event.

Cancellation and Refund Policy

- Cancellation and refund policy: to be determined by the Board.

Setup and Teardown Time

- The Board still needs to determine whether setup and teardown time are included in the overall rental period or charged separately.

Items Requiring Future Board Direction

- Final cancellation and refund policy.
- Final security deposit requirements and forfeiture language.
- Whether setup and teardown time are included within the rental period.
- Additional attendance limits by event type and event layout.
- Detailed alcohol service requirements and permit procedures.
- Vendor requirements, parking controls, restroom requirements, cleanup standards, and security triggers.

Fee Philosophy

- Community Use: \$150-\$750.
- Private Events: \$1,000-\$2,500.
- Weddings: \$2,000-\$5,000.
- The purpose of the rental program is to balance public access with preservation of the bridge and park while generating funds for maintenance, insurance, landscaping, restroom servicing, utilities, and long-term stewardship.

Annual Review of Fees

- All fees, deposits, discounts, rental categories, and associated policies are subject to annual review and may be modified by action of the HRCBA Board of Directors.
- This provision is intended to give future Boards flexibility to respond to changing operational costs, market conditions, insurance requirements, maintenance needs, and organizational priorities without requiring a complete rewrite of the policy framework.

9:26 AM

09/04/26

Accrual Basis

PRPD
Balance Sheet
As of August 31, 2026

	Aug 31, 26
ASSETS	
Current Assets	
Checking/Savings	
1001 · 1 Tri Counties Bank Checking	355,265.98
1003 · Five Star Bank - Payroll	86,158.51
1005 · Petty Cash	300.00
1008 · North Valley Community Found	12,932.68
1010 · Treasury Cash - 2510	
1011 · General Operating	941,115.96
1012 · ACO Reserve	606,700.00
1013 · General Reserve	3,000.00
1014 · Deposits held for others	1,000.00
1010 · Treasury Cash - 2510 - Other	20,000.00
Total 1010 · Treasury Cash - 2510	1,571,815.96
1030 · Investments	
1031 · Five Star Bank Money Market	2,055,768.10
1032 · Five Star Bank Grant M. M.	446,950.87
1033 · Investment Reserves	
1033.01 · CalPERS 115 Trust	8,492.12
1033.02 · Capital Improvement & Acquisit	10,045,913.44
1033.03 · Current Operations	178,088.33
1033.04 · Desig Proj/Sp Use/Grant Match	1,165,611.74
1033.05 · Future Operations	19,230,171.36
1033.06 · Technology	159,842.87
1033.07 · Vehicle Fleet & Equipment	755,398.24
Total 1033 · Investment Reserves	31,543,518.10
1035 · Tri Counties Bank	551,578.11
Total 1030 · Investments	34,597,815.18
1038 · Audit Current Asset Adjustment	701,703.00
1100 · Designated Treasury Funds	
1112 · Grosso Endowment-2512	54,619.72
1113 · Grosso Scholarship-2513	5,489.54
1114 · Designated Donations-2514	
1114.1 · Parks & Facilities Donations	10,817.21
1114.2 · Recreation Donations	
1114.3 · Scholarship Donations	3,968.93
1114.2 · Recreation Donations - Other	6,254.35
Total 1114.2 · Recreation Donations	10,223.28
1114.4 · General Donations	26,876.93
Total 1114 · Designated Donations-2514	47,917.42
Total 1100 · Designated Treasury Funds	108,026.68
1119 · Impact Fees	
1120 · Sub Div Fees - 2520	10,650.96
1121 · Park Acqui Unincorp - 2521	88,543.67
1122 · Park Dev Unincorp - 2522	221,708.92
1124 · District Fac Unincorp - 2524	73,654.16
1126 · Park Acqui Incorp - 2526	249,273.40
1127 · Park Dev Incorp - 2527	892,372.63
1128 · District Fac Incorp - 2528	62,205.33
Total 1119 · Impact Fees	1,598,409.07
Total Checking/Savings	39,032,427.06
Other Current Assets	
1310 · Miscellaneous Receivables	-0.02
1500 · FMV Adjustments	
1510 · FMV Adjustment-2510	2.76

9:26 AM

09/04/26

Accrual Basis

PRPD
Balance Sheet
As of August 31, 2026

	Aug 31, 26
1512 · FMV Adjustment-2512	307.34
1513 · FMV Adjustment-2513	31.28
1500 · FMV Adjustments - Other	4,716.38
Total 1500 · FMV Adjustments	5,057.76
Total Other Current Assets	5,057.74
Total Current Assets	39,037,484.80
Fixed Assets	
1710 · Land	4,757,264.52
1715 · Land Development	19,349.00
1720 · Buildings	10,332,911.63
1730 · Furn., Fixtures & Equip (>\$5k)	1,759,674.02
1740 · Vehicles	209,778.31
1798 · Accum Depr - Furn Fixture Equip	-755,179.26
1799 · Accum Depr - Buildings	-5,112,950.01
1800 · Construction in Progress	
1810 · CIP-Planning	
1810.1 · CIP-BSF Park Planning	157,272.27
1810.2 · CIP-Yellowstone Kelly (YK)	19,569.00
1810.3 · CIP-Buffer Study (BRIC)	215,007.40
1810.4 · CIP-OHV Study	152,600.69
1810.7 · Buffer (OPR)	303,809.78
Total 1810 · CIP-Planning	848,259.14
1820 · CIP-Acquisition	
1820.1 · Oak & Noble Acquisition (SNC)	37,501.12
1820.2 · Buffer (TNC)	77,664.34
Total 1820 · CIP-Acquisition	115,165.46
1830 · CIP-Development	
1830.1 · CIP-Aquatic Park Lighting	580.01
1830.2 · CIP-State Park Grant (SPPG)	709,448.09
1830.3 · CIP-Per Capita Program (PCP)	116,650.65
Total 1830 · CIP-Development	826,678.75
1840 · CIP-Facility & Park Amenities	
1840.1 · CIP-Paradise Pool Swim Blocks	1,247.17
1840.10 · CIP-GameTime Playground (GT)	5,240.65
1840.4 · CIP-RTGGP Trails Grant	54,336.02
1840.5 · Existing Park Improvements	475,482.90
1840.7 · Recovery Projects	1,441,722.58
1840.8 · CIP-Rotary Grant (PRF)	14,820.93
1840.9 · CIP-Rural Rec & Tourism (RRT)	160,631.75
Total 1840 · CIP-Facility & Park Amenities	2,153,482.00
1850 · CIP-Programs	
1850.1 · North Valley Com Found -HTTN	323.04
1850.2 · Elements Grant (CNRA)	210,957.78
1850.3 · Far Northern Grant (FNRC)	19,023.35
1850.4 · Neighbor to Neighbor Grant(NTN)	203,701.03
1850.5 · Town of Paradise-CDBG	5,590.16
Total 1850 · CIP-Programs	439,595.36
Total 1800 · Construction in Progress	4,383,180.71
Total Fixed Assets	15,594,028.92
Other Assets	
1900 · PCV Promissory Note	300,322.00
1950 · Deferred Outflow - Pension	404,075.00

9:26 AM

09/04/26

Accrual Basis

PRPD
Balance Sheet
As of August 31, 2026

	Aug 31, 26
Total Other Assets	704,397.00
TOTAL ASSETS	55,335,910.72
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	18,882.26
Total Accounts Payable	18,882.26
Other Current Liabilities	
2100 · Payroll Liabilities	
2110 · Wages Payable	41,266.91
2120 · Payroll Taxes Payable	4,813.29
2130 · Health Benefits Payable	1,713.71
2140 · FSA payable	1,184.62
2160 · 457 Retirement Payable	-500.00
2170 · CalPers Payable	946.92
2190 · Accrued Leave Payable	
2192 · Sick leave payable	42,049.39
2193 · Vacation leave payable	16,000.00
Total 2190 · Accrued Leave Payable	58,049.39
Total 2100 · Payroll Liabilities	107,474.84
2200 · Accrued Expenses	5,699.96
2300 · Deposits - refundable	1,000.00
2400 · Deferred Revenue	
2430 · Deferred Inflow - Pension	7,224.00
2440 · Deferred CIP Revenue	200,000.00
Total 2400 · Deferred Revenue	207,224.00
Total Other Current Liabilities	321,398.80
Total Current Liabilities	340,281.06
Long Term Liabilities	
2805 · CalPers Pension Liability	645,056.00
2806 · OPEB Liability	68,997.00
Total Long Term Liabilities	714,053.00
Total Liabilities	1,054,334.06
Equity	
2030 · Designated for Petty Cash	300.00
3000 · General Fund Balances-2510	
3010 · General Fund Available	291,149.99
3020 · Imprest Cash Reserve	300.00
3030 · General Reserve	3,000.00
3050 · Designated Captial Outlay	606,700.00
Total 3000 · General Fund Balances-2510	901,149.99
3200 · Designated Fund Balances	
3212 · Grosso Endowment-2512	54,619.72
3213 · Grosso Scholarship-2513	5,489.54
3214 · Donations - 2514	77,722.50
3220 · Impact Fees	968,386.65
Total 3200 · Designated Fund Balances	1,106,218.41
3280 · Invest. in General Fixed Assets	3,188,395.18
3900 · Retained Earnings	49,930,166.96
3999 · Opening Balance Equity	-354,580.80
Net Income	-490,073.08

9:26 AM
09/04/26
Accrual Basis

PRPD
Balance Sheet
As of August 31, 2026

	Aug 31, 26
Total Equity	54,281,576.66
TOTAL LIABILITIES & EQUITY	55,335,910.72

9:23 AM

09/04/26

Accrual Basis

PRPD
Profit & Loss Budget vs. Actual
July through August 2026

	Jul - Aug 26	Budget	\$ Over Bud...	% of Budget
Ordinary Income/Expense				
Income				
4100 · Tax Revenue	0.00	1,418,600.00	-1,418,600.00	0.0%
4200 · Impact Fee revenue	6,818.25	140,000.00	-133,181.75	4.9%
4300 · Program Income	52,878.85	300,000.00	-247,121.15	17.6%
4350 · Concession & Merchandise sales	0.00	600.00	-600.00	0.0%
4400 · Donation & Fundraising Income	2,065.31	20,000.00	-17,934.69	10.3%
4500 · Grant Income	102,695.59	2,500,000.00	-2,397,304.41	4.1%
4600 · Other Revenue	29.68	250,000.00	-249,970.32	0.0%
4900 · Interest Income	263,221.14	1,602,000.00	-1,338,778.86	16.4%
Total Income	427,708.82	6,231,200.00	-5,803,491.18	6.9%
Gross Profit	427,708.82	6,231,200.00	-5,803,491.18	6.9%
Expense				
5000 · Payroll Expenses				
5010 · Wages & Salaries	436,728.67	2,913,600.00	-2,476,871.33	15.0%
5020 · Employer Taxes	34,118.27	174,000.00	-139,881.73	19.6%
5030 · Employee Benefits	75,402.65	514,000.00	-438,597.35	14.7%
5040 · Workers Comp Expense	33,720.00	150,000.00	-116,280.00	22.5%
5060 · Other Personnel Costs	401.58	8,400.00	-7,998.42	4.8%
Total 5000 · Payroll Expenses	580,371.17	3,760,000.00	-3,179,628.83	15.4%
5100 · Program Expenses				
5110 · Concession & Merchandise Exp.	0.00	2,000.00	-2,000.00	0.0%
5120 · Program Contract Labor	1,358.00	37,000.00	-35,642.00	3.7%
5130 · Program Supplies	1,801.72	62,600.00	-60,798.28	2.9%
Total 5100 · Program Expenses	3,159.72	101,600.00	-98,440.28	3.1%
5140 · Fundraising Expense	0.00	2,200.00	-2,200.00	0.0%
5200 · Advertising & Promotion	905.13	20,000.00	-19,094.87	4.5%
5220 · Bank & Merchant Fees	714.12	6,700.00	-5,985.88	10.7%
5230 · Contributions to Others	0.00	32,000.00	-32,000.00	0.0%
5240 · Copying & Printing	5,436.99	16,500.00	-11,063.01	33.0%
5260 · Dues, Mbrshps, Subscr, & Pubs	17,008.22	65,000.00	-47,991.78	26.2%
5270 · Education, Training & Staff Dev	1,960.00	23,000.00	-21,040.00	8.5%
5280 · Equip., Tools & Furn (<\$5k)				
5282 · Office ET&F	1,196.12	60,000.00	-58,803.88	2.0%
5284 · Program ET&F	0.00	18,000.00	-18,000.00	0.0%
5286 · Small Tools & Equipment	2,403.12	38,000.00	-35,596.88	6.3%
Total 5280 · Equip., Tools & Furn (<\$5k)	3,599.24	116,000.00	-112,400.76	3.1%
5290 · Equipment Rental	1,119.12	31,800.00	-30,680.88	3.5%
5300 · Insurance	113,063.00	200,000.00	-86,937.00	56.5%
5310 · Interest Expense	43.06	400.00	-356.94	10.8%
5320 · Miscellaneous Expense	0.00	100.00	-100.00	0.0%
5330 · Professional & Outside services				
5332 · Accounting	729.26	100,000.00	-99,270.74	0.7%
5334 · Legal	4,027.50	20,000.00	-15,972.50	20.1%
5336 · Engineering	15,939.88	400,000.00	-384,060.12	4.0%
5338 · Other Prof. & Outside Labor	75,977.72	650,000.00	-574,022.28	11.7%
Total 5330 · Professional & Outside services	96,674.36	1,170,000.00	-1,073,325.64	8.3%
5340 · Postage & Delivery	12.92	1,500.00	-1,487.08	0.9%
5350 · Rent-Facility use fees	4,153.00	31,000.00	-26,847.00	13.4%
5360 · Repair & Maintenance				
5361 · Building R&M	1,707.55	6,000.00	-4,292.45	28.5%
5362 · Equipment R&M	638.54	22,000.00	-21,361.46	2.9%
5363 · General R&M	688.26	8,000.00	-7,311.74	8.6%
5364 · Grounds R&M	6,022.63	66,000.00	-59,977.37	9.1%
5365 · Pool R&M	22,172.26	72,000.00	-49,827.74	30.8%
5366 · Vehicle R&M	675.82	20,000.00	-19,324.18	3.4%
5367 · Janitorial	1,477.59	20,000.00	-18,522.41	7.4%

9:23 AM

09/04/26

Accrual Basis

PRPD
Profit & Loss Budget vs. Actual
July through August 2026

	<u>Jul - Aug 26</u>	<u>Budget</u>	<u>\$ Over Bud...</u>	<u>% of Budget</u>
5368 · Security	743.80	8,000.00	-7,256.20	9.3%
5369 · Vandalism	0.00	2,100.00	-2,100.00	0.0%
Total 5360 · Repair & Maintenance	34,126.45	224,100.00	-189,973.55	15.2%
5370 · Supplies - Consumable				
5372 · Office Supplies	2,133.61	20,500.00	-18,366.39	10.4%
5374 · Safety & staff supplies	1,105.01	25,000.00	-23,894.99	4.4%
Total 5370 · Supplies - Consumable	3,238.62	45,500.00	-42,261.38	7.1%
5380 · Taxes, Lic., Notices & Permits	1,209.25	21,000.00	-19,790.75	5.8%
5390 · Telephone & Internet	7,055.79	41,700.00	-34,644.21	16.9%
5400 · Transportation, Meals & Travel				
5402 · Air, Lodging & Other Travel	1,128.36	10,000.00	-8,871.64	11.3%
5404 · Fuel	8,847.05	51,000.00	-42,152.95	17.3%
5406 · Meals	376.61	15,000.00	-14,623.39	2.5%
5408 · Mileage & Auto Allowance	0.00	2,000.00	-2,000.00	0.0%
Total 5400 · Transportation, Meals & Travel	10,352.02	78,000.00	-67,647.98	13.3%
5410 · Utilities				
5412 · Electric & Gas	25,023.74	124,000.00	-98,976.26	20.2%
5414 · Water	3,383.57	46,000.00	-42,616.43	7.4%
5416 · Garbage	3,961.08	39,000.00	-35,038.92	10.2%
Total 5410 · Utilities	32,368.39	209,000.00	-176,631.61	15.5%
Total Expense	916,570.57	6,197,100.00	-5,280,529.43	14.8%
Net Ordinary Income	-488,861.75	34,100.00	-522,961.75	-1,433.6%
Other Income/Expense				
Other Expense				
9999 · Misc. Expense	1,211.33			
Total Other Expense	1,211.33			
Net Other Income	-1,211.33			
Net Income	-490,073.08	34,100.00	-524,173.08	-1,437.2%

9:24 AM

09/04/26

Accrual Basis

PRPD
Profit & Loss
August 2026

	Aug 26
Ordinary Income/Expense	
Income	
4200 · Impact Fee revenue	4,026.20
4300 · Program Income	21,507.63
4400 · Donation & Fundraising Income	138.50
4500 · Grant Income	85,088.43
4600 · Other Revenue	18.74
4900 · Interest Income	126,641.49
Total Income	237,420.99
Gross Profit	237,420.99
Expense	
5000 · Payroll Expenses	
5010 · Wages & Salaries	208,985.11
5020 · Employer Taxes	15,666.13
5030 · Employee Benefits	37,256.96
5040 · Workers Comp Expense	0.00
5060 · Other Personnel Costs	72.23
Total 5000 · Payroll Expenses	261,980.43
5100 · Program Expenses	
5120 · Program Contract Labor	1,358.00
5130 · Program Supplies	1,719.49
Total 5100 · Program Expenses	3,077.49
5200 · Advertising & Promotion	905.13
5220 · Bank & Merchant Fees	63.18
5240 · Copying & Printing	4,284.86
5260 · Dues, Mbrshps, Subscr, & Pubs	796.92
5270 · Education, Training & Staff Dev	1,960.00
5280 · Equip., Tools & Furn (<\$5k)	
5282 · Office ET&F	496.12
5286 · Small Tools & Equipment	1,179.51
Total 5280 · Equip., Tools & Furn (<\$5k)	1,675.63
5290 · Equipment Rental	451.79
5310 · Interest Expense	43.06
5330 · Professional & Outside services	
5332 · Accounting	729.26
5334 · Legal	4,027.50
5336 · Engineering	4,099.25
5338 · Other Prof. & Outside Labor	55,835.56
Total 5330 · Professional & Outside services	64,691.57
5340 · Postage & Delivery	12.92
5350 · Rent-Facility use fees	2,519.00
5360 · Repair & Maintenance	
5361 · Building R&M	1,636.66
5362 · Equipment R&M	164.69
5363 · General R&M	285.69
5364 · Grounds R&M	3,080.25
5365 · Pool R&M	16,693.10
5366 · Vehicle R&M	584.96
5367 · Janitorial	1,402.87
5368 · Security	88.00
Total 5360 · Repair & Maintenance	23,936.22
5370 · Supplies - Consumable	
5372 · Office Supplies	799.42
5374 · Safety & staff supplies	581.09

9:24 AM

09/04/26

Accrual Basis

PRPD
Profit & Loss
August 2026

	Aug 26
Total 5370 · Supplies - Consumable	1,380.51
5380 · Taxes, Lic., Notices & Permits	140.00
5390 · Telephone & Internet	1,977.84
5400 · Transportation, Meals & Travel	
5402 · Air, Lodging & Other Travel	1,111.16
5404 · Fuel	4,657.69
5406 · Meals	376.61
Total 5400 · Transportation, Meals & Travel	6,145.46
5410 · Utilities	
5412 · Electric & Gas	12,338.84
5414 · Water	2,970.76
5416 · Garbage	2,371.80
Total 5410 · Utilities	17,681.40
Total Expense	393,723.41
Net Ordinary Income	-156,302.42
Other Income/Expense	
Other Expense	
9999 · Misc. Expense	1,211.33
Total Other Expense	1,211.33
Net Other Income	-1,211.33
Net Income	-157,513.75

**Paradise Recreation & Park District
Investment & Reserves Report
31-Aug-26**

Summary						Annual
Reserve Funds	Maximum Target	6/30/2025 Balance	FY 2025-2026 Allocated	FY 2025-2026 Interest	8/31/2026 Balance	Funding Goal
CalPERS 115 Trust	500,000	8,440.00	0.00	52.11	8,492.11	30,000
Capital Improvement & Acquisition	25,000,000	9,984,267.00	0.00	61,646.44	10,045,913.44	100,000
Current Operations	8,000,000	1,179,011.00	-1,005,172.96	4,250.29	178,088.33	50,000
Designated Project/Special Use/Grant Matching	1,500,000	1,158,459.00	0.00	7,152.74	1,165,611.74	50,000
Future Operations	25,000,000	19,112,166.00	0.00	118,005.36	19,230,171.36	100,000
Technology	150,000	158,862.00	0.00	980.87	159,842.87	5,000
Vehicle Fleet & Equipment	1,000,000	795,449.00	-44,827.04	4,776.29	755,398.25	75,000
Total Reserves Funds	61,150,000	32,396,654.00	-1,050,000.00	196,864.10	31,543,518.10	410,000

Detail		
Reserve Accounts	8/31/2026	FY 2024 - 2025 Interest Earned
CalPERS 115 Trust	8,492.11	25.52
Capital Improvement & Acquisition	10,045,913.44	30,184.95
Current Operations	178,088.33	535.10
Designated Project/Special Use/Grant Matching	1,165,611.74	3,502.31
Future Operations	19,230,171.36	57,780.88
Technology	159,842.87	480.28
Vehicle Fleet & Equipment	755,398.25	2,269.74
Additional Interest	0.00	30,255.43
Total Reserve Accounts	31,543,518.10	125,034.21

Five Star	Beginning Balance	Change	Interest Earned	Ending Balance
Grant Money Market Account	446,950.87	0.00	1,457.03	448,407.90
Five Star Investment Money Market	751,800.59	653,006.90	4,290.99	1,409,098.48
Payroll Interest Checking	45,043.14	41,109.88	5.49	86,158.51
Total Five Star	1,243,794.60	694,116.78	5,753.51	1,943,664.89

Tri Counties		Deposits	Checks/Fees	
Money Market	549,970.83	1,607.28	0.00	551,578.11
Checking (as of Jul 31, 2026)	189,948.12	33,515.30	542.38	222,921.04
Total	739,918.95	35,122.58	542.38	774,499.15

Total in interest earning accounts	34,038,761.10	128,104.01
Other Investment Income		0.00
Total		128,104.01

Paradise Recreation & Park District's (District) Investment Policy describes the District's commitment to managing risk by selecting investment products based on safety, liquidity and yield. Per California Government Code Section 53600 et. seq., specifically section 53646 and section 53607, this investment report details all investment-related activity in the current period. District investable funds are currently invested in Five Star Bank which meets those standards. That being said, the District's Investment Policy remains a prudent investment course, and is in compliance with the "Prudent Investor's Policy" designed to protect public funds.

Paradise Rec and Park District

Investment Report

As of July 31, 2026



MEEDER

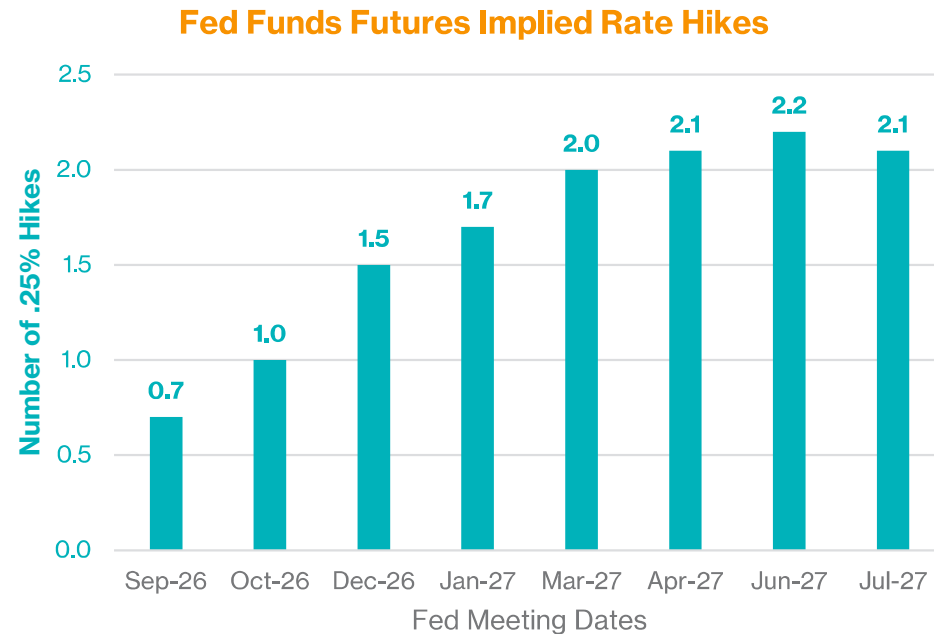
PUBLIC FUNDS



OBSERVATIONS AND EXPECTATIONS

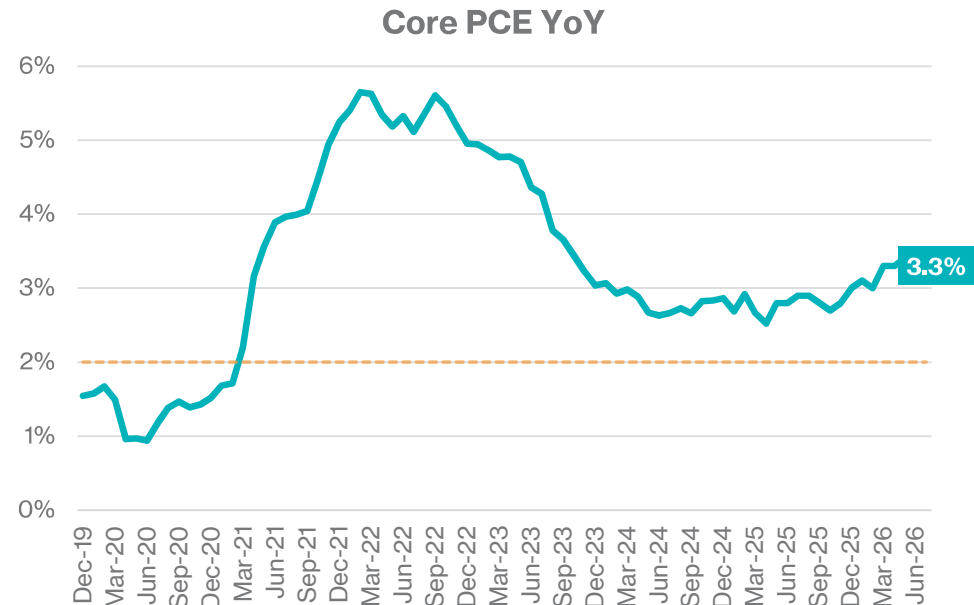
- Longer-term interest rates were up materially for July due to inflation worries
- At the July Federal Reserve meeting, the Fed stated the economy is solid
- Labor market data showed there's not much hiring or firing taking place
- Inflation remained sticky and above the Fed 2 percent target rate

- The Fed Funds futures market is ever changing with the release of new economic and market data.
- At the end of July, the futures market was pricing in about two hikes 12 months ahead.
- In contrast, at the end of February (right before the Iran conflict started), the futures market was pricing in about two .25% Fed cuts by the end of 2026.

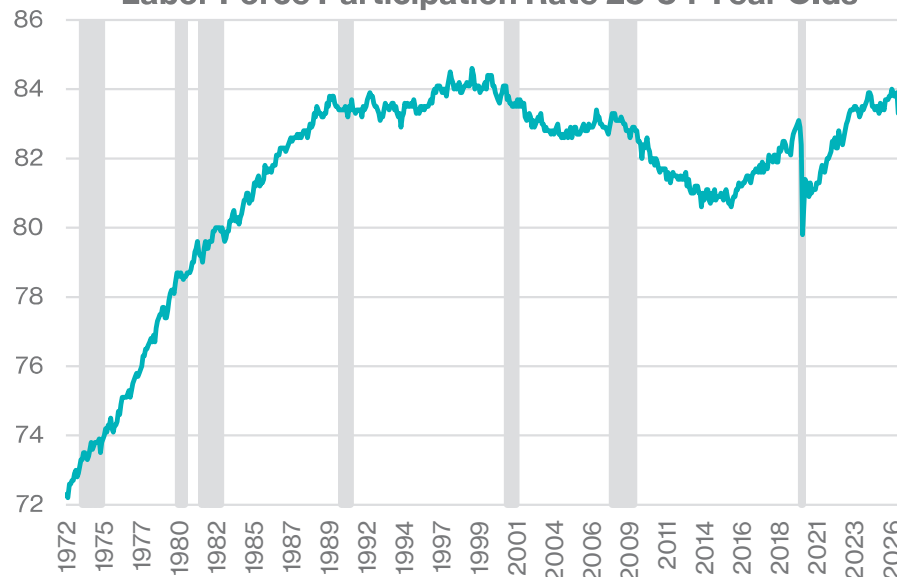


- Core Personal Consumption Expenditure YoY is the Fed's preferred inflation gauge.
- Core excludes food and energy components.
- It's been above the Fed's 2% target for 64 consecutive months.
- Economists expect Core PCE YoY to remain above the Fed's target this year.

SOURCE: BLOOMBERG



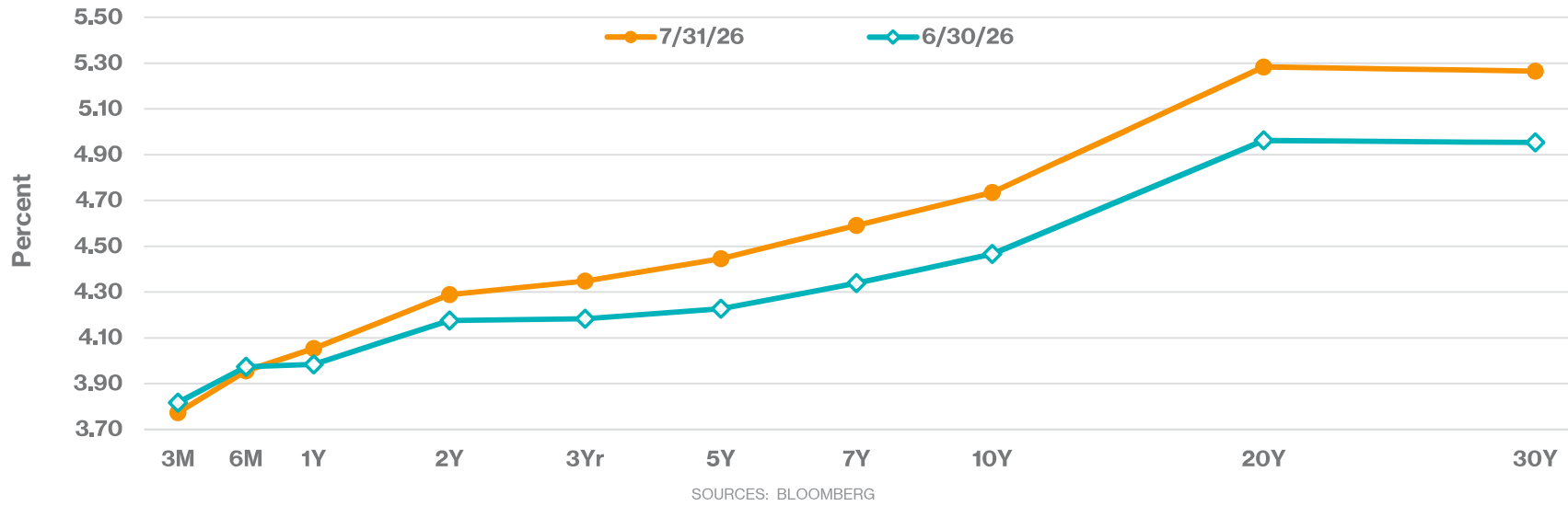
Labor Force Participation Rate 25-54 Year Olds



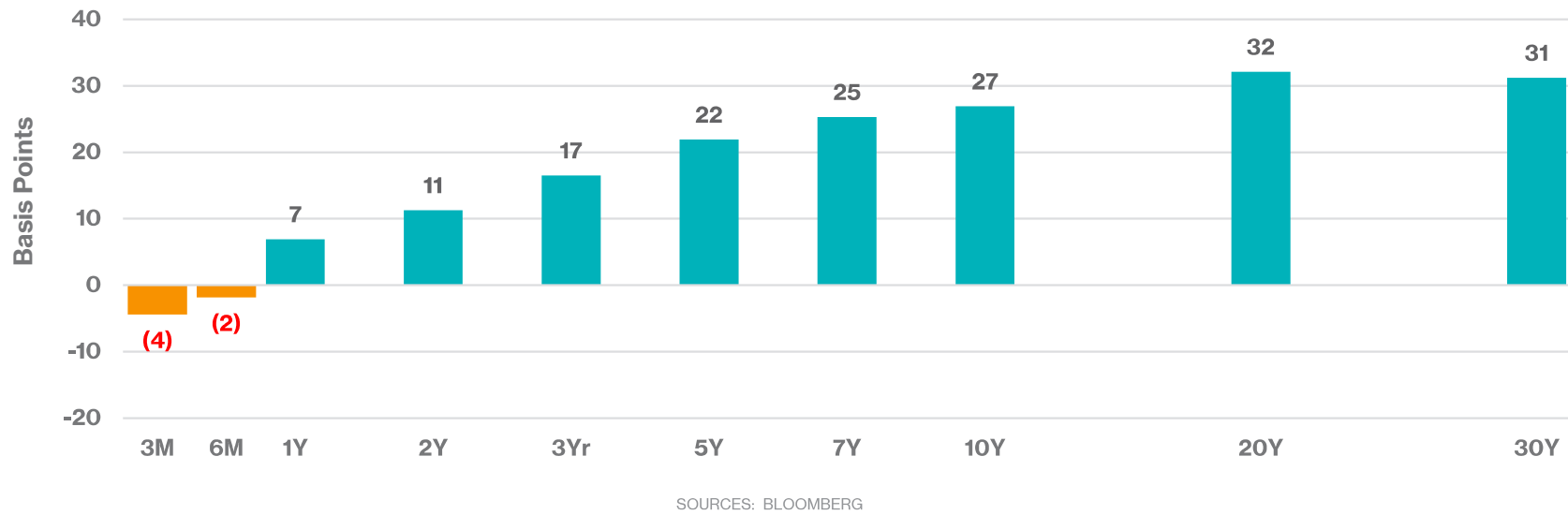
- The labor force participation rate (LFPR) for “prime aged workers” (25-54 year olds) has been climbing since pandemic lows.
- Fed Chair Warsh stated recently that “job gains have kept pace with the workforce, and the unemployment rate has changed little”.
- The large increase in the LFPR in 1970s and 1980s was primarily due to many more women entering the workforce.

SOURCE: BLOOMBERG

U.S. Treasury Yield Curve Change



Basis Point Change



Contents

Portfolio Summary	6
Position Statement	7
Transaction Statement	12
Income/Dividend Received	13
Contribution/Withdrawals and Expenses	14
Projected Income	15

Portfolio Summary

4.31

Weighted Average Yield to Maturity

2.42

Weighted Average Maturity (Years)

2.16

Portfolio Effective Duration (Years)

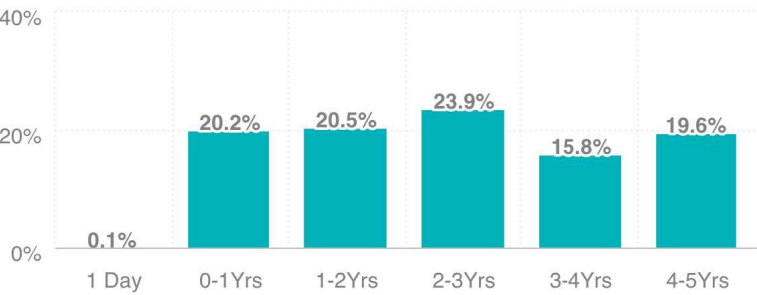
2.34

Weighted Average Life (Years)

AA

Average Credit Rating

Maturity Distribution



Sector Allocation



U.S. Agencies	22.42%
U.S. Treasuries	19.15%
Corporate Bonds	18.47%
MBS	13.69%
Municipal Bonds	11.50%
Commercial Paper	5.20%
Asset-Backed Securities	4.39%
Negotiable CD's	2.21%
Commercial MBS	1.46%
Supranational	1.41%
Money Market Funds	0.09%

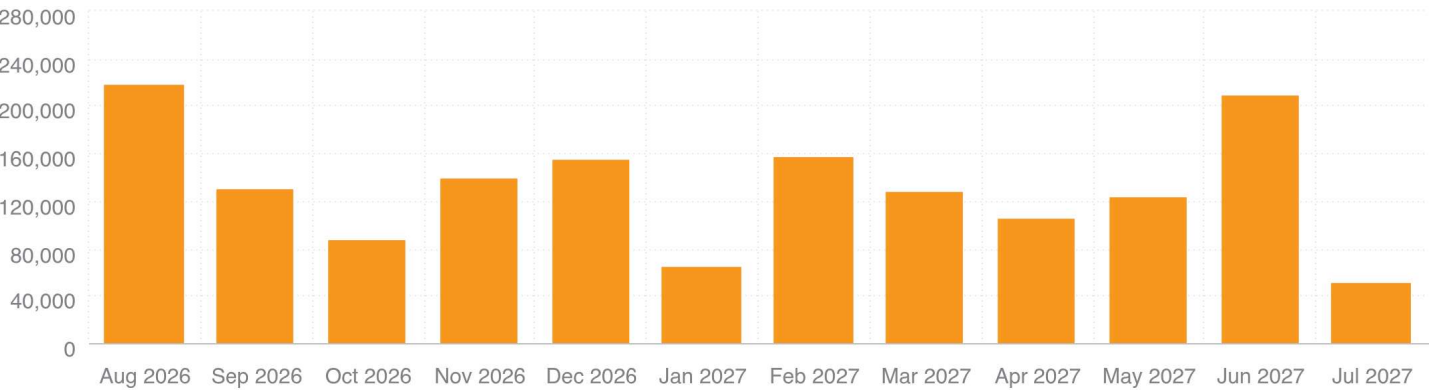


MEEDER
PUBLIC FUNDS

Custodial Reconciliation

	CURRENT MONTH
Beginning	33,303,383.00
Contributions/Withdrawals	(489,000.00)
Management Fees	(1,962.77)
Custodian Fees	(199.40)
Realized Gains Losses	43,187.86
Purchased Interest	0.00
Interest Received	76,118.62
ENDING	32,931,527.31

Projected Monthly Income Schedule



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
PARADISE REC AND PARK DISTRICT												
MONEY MARKET FUNDS												
31846V567	FIRST AMER:GVT OBLG;Z	07/31/2026 07/31/2026	29,292.29	29,292.29 0.00	29,292.29	3.54		1	1.00 29,292.29	0.00 29,292.29	0.09	Aaa AAA
MONEY MARKET FUNDS TOTAL			29,292.29	29,292.29 0.00	29,292.29	3.54		1	1.00 29,292.29	0.00 29,292.29	0.09	AAA
COMMERCIAL PAPER												
63873KL21	NATIXIS NY 11/02/26	02/05/2026 02/06/2026	560,000.00	544,810.47 0.00	544,810.47	3.73	11/02/2026	94	99.06 554,748.60	9,938.13 544,810.47	1.66	P-1 A-1
63873KL54	NATIXIS NY 11/05/26	03/10/2026 03/10/2026	475,000.00	463,188.33 0.00	463,188.33	3.83	11/05/2026	97	99.01 470,275.33	7,087.00 463,188.33	1.41	P-1 A-1
60710WM43	MIZUHO BANK NY 12/04/26	03/11/2026 03/13/2026	375,000.00	364,637.08 0.00	364,637.08	3.85	12/04/2026	126	98.70 370,130.21	5,493.13 364,637.08	1.11	P-1 A-1
09659CQK7	BNP PARIBAS NY 03/19/27	06/22/2026 06/22/2026	350,000.00	339,158.75 0.00	339,158.75	4.26	03/19/2027	231	97.36 340,764.86	1,606.11 339,158.75	1.02	P-1 A-1
COMMERCIAL PAPER TOTAL			1,760,000.00	1,711,794.63 0.00	1,711,794.63	3.89		129	98.64 1,735,919.00	24,124.37 1,711,794.63	5.20	A-1
U.S. TREASURIES												
91282CFB2	US TREASURY 2.750 07/31/27	07/28/2023 07/31/2023	200,000.00	188,304.69 0.00	188,304.69	4.36	07/31/2027	365	98.62 197,242.19	8,937.50 188,304.69	0.59	Aa1 AA+
91282CFB2	US TREASURY 2.750 07/31/27	11/04/2022 11/07/2022	350,000.00	325,896.48 0.00	325,896.48	4.38	07/31/2027	365	98.62 345,173.83	19,277.35 325,896.48	1.03	Aa1 AA+
9128284N7	US TREASURY 2.875 05/15/28	05/15/2023 05/16/2023	500,000.00	485,820.31 0.00	485,820.31	3.50	05/15/2028	654	97.63 488,164.07	2,343.76 485,820.31	1.46	Aa1 AA+
91282CHX2	US TREASURY 4.375 08/31/28	11/14/2023 11/15/2023	495,000.00	493,839.84 0.00	493,839.84	4.43	08/31/2028	762	100.17 495,850.78	2,010.94 493,839.84	1.49	Aa1 AA+
91282CJF9	US TREASURY 4.875 10/31/28	04/10/2024 04/11/2024	390,000.00	393,458.20 0.00	393,458.20	4.66	10/31/2028	823	101.20 394,692.19	1,233.99 393,458.20	1.18	Aa1 AA+
91282CKD2	US TREASURY 4.250 02/28/29	04/10/2024 04/11/2024	500,000.00	492,265.63 0.00	492,265.63	4.61	02/28/2029	943	99.84 499,218.75	6,953.12 492,265.63	1.50	Aa1 AA+
91282CKP5	US TREASURY 4.625 04/30/29	05/28/2024 05/29/2024	515,000.00	515,905.27 0.00	515,905.27	4.58	04/30/2029	1,004	100.77 518,942.97	3,037.70 515,905.27	1.56	Aa1 AA+
91282CKT7	US TREASURY 4.500 05/31/29	05/29/2024 05/31/2024	450,000.00	448,224.61 0.00	448,224.61	4.59	05/31/2029	1,035	100.44 451,968.75	3,744.14 448,224.61	1.35	Aa1 AA+
91282CMA6	US TREASURY 4.125 11/30/29	01/28/2025 01/29/2025	650,000.00	643,804.69 0.00	643,804.69	4.34	11/30/2029	1,218	99.29 645,378.91	1,574.22 643,804.69	1.93	Aa1 AA+
91282CMG3	US TREASURY 4.250 01/31/30	12/15/2025 12/16/2025	165,000.00	168,706.06 0.00	168,706.06	3.66	01/31/2030	1,280	99.62 164,368.36	(4,337.70) 168,706.06	0.49	Aa1 AA+
91282CMG3	US TREASURY 4.250 01/31/30	02/19/2025 02/20/2025	435,000.00	432,638.08 0.00	432,638.08	4.37	01/31/2030	1,280	99.62 433,334.77	696.69 432,638.08	1.30	Aa1 AA+



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
91282CNX5	US TREASURY 3.625 08/31/30	12/15/2025 12/16/2025	600,000.00	597,937.50 0.00	597,937.50	3.70	08/31/2030	1,492	97.13 582,796.88	(15,140.62) 597,937.50	1.75	Aa1 AA+
91282CPR6	US TREASURY 3.625 12/31/30	02/25/2026 02/26/2026	600,000.00	600,234.38 0.00	600,234.38	3.62	12/31/2030	1,614	96.88 581,296.88	(18,937.50) 600,234.38	1.74	Aa1 AA+
91282CQU8	US TREASURY 4.125 05/31/31	06/18/2026 06/22/2026	600,000.00	597,867.19 1,487.70	599,354.89	4.20	05/31/2031	1,765	98.72 592,312.50	(5,554.69) 597,867.19	1.78	Aa1 AA+
U.S. TREASURIES TOTAL			6,450,000.00	6,384,902.93 1,487.70	6,386,390.63	4.21		1,108	99.10 6,390,741.81	5,838.88 6,384,902.93	19.15	AA+
U.S. AGENCIES												
3133EAG44	FEDERAL FARM CREDIT BANKS FUNDING CORP 2.63 08/03/2026	11/08/2022 11/09/2022	308,000.00	286,992.55 0.00	286,992.55	4.64	08/03/2026	3	100.00 308,000.00	21,007.45 286,992.55	0.92	Aa1 AA+
3130AMWW8	FHLBANKS 1.100 09/30/26 '26	11/04/2022 11/07/2022	310,000.00	268,925.00 0.00	268,925.00	4.87	09/30/2026	61	99.54 308,586.40	39,661.40 268,925.00	0.92	Aa1 AA+
3130AAAG3	FHLBANKS 2.625 12/11/26	11/22/2022 11/23/2022	365,000.00	343,943.15 0.00	343,943.15	4.19	12/11/2026	133	99.51 363,226.10	19,282.95 343,943.15	1.09	Aa1 AA+
3130AQF65	FHLBANKS 1.250 12/21/26	11/07/2022 11/08/2022	350,000.00	306,731.60 0.00	306,731.60	4.58	12/21/2026	143	98.99 346,454.50	39,722.90 306,731.60	1.04	Aa1 AA+
880591EU2	TVA 2.875 02/01/27	11/15/2022 11/16/2022	350,000.00	333,084.15 0.00	333,084.15	4.14	02/01/2027	185	99.36 347,763.50	14,679.35 333,084.15	1.04	Aa1 AA+
3133ENEQ9	FED FARM CR BNKS 1.640 05/24/27 '25	11/09/2022 11/10/2022	350,000.00	306,701.50 0.00	306,701.50	4.70	05/24/2027	297	97.88 342,576.50	35,875.00 306,701.50	1.03	Aa1 AA+
3133ENL99	FED FARM CR BNKS 3.375 09/15/27	11/04/2022 11/07/2022	350,000.00	333,910.50 0.00	333,910.50	4.44	09/15/2027	411	99.04 346,629.50	12,719.00 333,910.50	1.04	Aa1 AA+
742651DZ2	PEFCO 3.900 10/15/27	06/14/2023 06/16/2023	210,000.00	207,638.55 0.00	207,638.55	4.19	10/15/2027	441	99.41 208,765.20	1,126.65 207,638.55	0.63	Aa1 NA
742651DZ2	PEFCO 3.900 10/15/27	04/27/2023 05/03/2023	135,000.00	135,216.00 0.00	135,216.00	3.86	10/15/2027	441	99.41 134,206.20	(1,009.80) 135,216.00	0.40	Aa1 NA
742651DZ2	PEFCO 3.900 10/15/27	04/28/2023 05/03/2023	130,000.00	129,792.00 0.00	129,792.00	3.94	10/15/2027	441	99.41 129,235.60	(556.40) 129,792.00	0.39	Aa1 NA
3133EN5N6	FED FARM CR BNKS 4.000 01/06/28	01/27/2023 01/30/2023	470,000.00	475,611.80 0.00	475,611.80	3.73	01/06/2028	524	99.58 468,021.30	(7,590.50) 475,611.80	1.40	Aa1 AA+
880591EZ1	TVA 3.875 03/15/28	03/27/2023 03/30/2023	600,000.00	595,122.00 0.00	595,122.00	4.06	03/15/2028	593	99.30 595,782.00	660.00 595,122.00	1.79	Aa1 AA+
3133EPFU4	FED FARM CR BNKS 3.500 04/12/28	04/14/2023 04/17/2023	550,000.00	543,339.50 0.00	543,339.50	3.77	04/12/2028	621	98.63 542,437.50	(902.00) 543,339.50	1.63	Aa1 AA+
3133EPNH4	FED FARM CR BNKS 3.875 06/21/28	06/15/2023 06/21/2023	500,000.00	497,775.00 0.00	497,775.00	3.97	06/21/2028	691	99.15 495,750.00	(2,025.00) 497,775.00	1.49	Aa1 AA+
3130AMWV0	FHLBANKS 2.000 07/07/28	11/14/2023 11/15/2023	500,000.00	438,260.00 0.00	438,260.00	4.73	07/07/2028	707	95.38 476,885.00	38,625.00 438,260.00	1.43	Aa1 AA+
3130AXEL8	FHLBANKS 4.750 09/08/28	11/14/2023 11/15/2023	405,000.00	409,179.60 0.00	409,179.60	4.51	09/08/2028	770	100.75 408,049.65	(1129.95) 409,179.60	1.22	Aa1 AA+
742651EA6	PEFCO 4.300 12/15/28	01/23/2024 01/30/2024	575,000.00	577,006.75 0.00	577,006.75	4.22	12/15/2028	868	99.38 571,417.75	(5,589.00) 577,006.75	1.71	Aa1 NA



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
3133EP5U5	FED FARM CR BNKS 4.125 03/20/29	04/05/2024 04/08/2024	500,000.00	493,885.00 0.00	493,885.00	4.40	03/20/2029	963	99.41 497,025.00	3,140.00 493,885.00	1.49	Aa1 AA+
3133ETBF3	FED FARM CR BNKS 4.000 04/01/30	04/11/2025 04/15/2025	600,000.00	593,899.20 0.00	593,899.20	4.23	04/01/2030	1,340	98.53 591,162.00	(2,737.20) 593,899.20	1.77	Aa1 AA+
U.S. AGENCIES TOTAL			7,558,000.00	7,277,013.85 0.00	7,277,013.85	4.26		579	99.01 7,481,973.70	204,959.85 7,277,013.85	22.42	AA+
MBS												
30308AAH6	FRESB 2018-SB45 10F 3.16 11/25/2027	07/07/2025 07/10/2025	718,502.09	701,437.65 0.00	701,437.65	4.12	11/25/2027	482	98.47 707,496.08	6,058.43 701,437.65	2.12	NA NA
3140LKDR1	FNBS8211	11/12/2024 11/15/2024	300,000.00	298,558.59 0.00	298,558.59	4.67	05/01/2028	640	99.86 299,583.91	1,025.32 298,558.59	0.90	Aa1 AA+
3137HAST4	FHMS K-509 A2 4.85 09/25/2028	10/25/2023 10/31/2023	425,000.00	411,449.73 0.00	411,449.73	5.52	09/25/2028	787	100.29 426,246.27	14,796.54 411,449.73	1.28	Aa1 AA+
3137HCKV3	FHMS K-520 A2 5.18 03/25/2029	04/23/2024 04/30/2024	400,000.00	401,623.60 0.00	401,623.60	5.01	03/25/2029	968	101.13 404,518.89	2,895.29 401,623.60	1.21	Aa1 AA+
3132XFDR6	FHWN1011	02/21/2025 02/26/2025	500,000.00	450,937.50 0.00	450,937.50	4.64	07/01/2029	1,066	93.32 466,623.34	15,685.84 450,937.50	1.40	Aa1 AA+
3137HFF59	FHMS K-527 A2 4.618 07/25/2029	08/13/2024 08/22/2024	600,000.00	610,484.40 0.00	610,484.40	4.16	07/25/2029	1,090	99.82 598,933.69	(11,550.71) 610,484.40	1.80	Aa1 AA+
3137HJ5Y9	FHMS K-534 A2 4.7 11/25/2029	01/23/2025 01/30/2025	500,000.00	498,377.50 0.00	498,377.50	4.70	11/25/2029	1,213	100.00 500,007.75	1,630.25 498,377.50	1.50	Aa1 AA+
3140Q1DT4	FN BZ5513	12/15/2025 12/18/2025	600,000.00	599,156.25 0.00	599,156.25	4.08	11/01/2030	1,554	97.29 583,768.02	(15,388.23) 599,156.25	1.75	Aa1 AA+
3140Q2C97	FN BZ6395	02/06/2026 02/18/2026	600,000.00	595,195.31 0.00	595,195.31	4.01	02/01/2031	1,646	96.49 578,938.05	(16,257.26) 595,195.31	1.74	Aa1 AA+
MBS TOTAL			4,643,502.09	4,567,220.53 0.00	4,567,220.53	4.47		1,068	98.38 4,566,115.99	(1,104.54) 4,567,220.53	13.69	AA+
COMMERCIAL MBS												
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	05/18/2023 05/23/2023	490,656.87	477,010.47 0.00	477,010.47	4.18	01/25/2027	178	99.53 488,360.54	11,350.07 477,010.47	1.46	Aa1 AA+
COMMERCIAL MBS TOTAL			490,656.87	477,010.47 0.00	477,010.47	4.18		178	99.53 488,360.54	11,350.07 477,010.47	1.46	AA+
NEGOTIABLE CD'S												
2546732B1	CAPITL ONE NA 4.900 11/30/27	11/18/2022 11/30/2022	243,000.00	243,000.00 0.00	243,000.00	4.90	11/30/2027	487	100.80 244,946.43	1,946.43 243,000.00	0.73	NA NA
90355GPQ3	UBS USA 4.350 07/17/29	07/15/2024 07/17/2024	249,000.00	247,941.75 0.00	247,941.75	4.44	07/17/2029	1,082	99.75 248,373.51	431.76 247,941.75	0.74	NA NA
89235MPT2	TOYOTA FINL SVGS 4.450 07/18/29	07/15/2024 07/18/2024	244,000.00	243,878.00 0.00	243,878.00	4.46	07/18/2029	1,083	99.97 243,927.71	49.71 243,878.00	0.73	NA NA
NEGOTIABLE CD'S TOTAL			736,000.00	734,819.75 0.00	734,819.75	4.60		885	100.17 737,247.65	2,427.90 734,819.75	2.21	NA
MUNICIPAL BONDS												



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
801139AE6	SANTA ANA CALIF PENSION OBLIG 1.176 08/01/2026	11/07/2022 11/09/2022	380,000.00	326,442.80 0.00	326,442.80	5.40	08/01/2026	1	100.00 380,000.00	53,557.20 326,442.80	1.14	NA AA
76913CBB4	RIVERSIDE CNTY CALIF PENSIO 2.963 02/15/27	11/17/2022 11/21/2022	500,000.00	458,065.00 0.00	458,065.00	5.19	02/15/2027	199	99.30 496,498.00	38,433.00 458,065.00	1.49	Aa2 AA
250375LA8	DESERT CALIF CMNTY COLLEGE 3.000 08/01/27	11/09/2022 11/14/2022	320,000.00	293,449.60 0.00	293,449.60	5.00	08/01/2027	366	98.99 316,768.64	23,319.04 293,449.60	0.95	Aa1 AA
799017WC8	SAN MATEO CALIF UN HIGH SCH 2.187 09/01/27	11/04/2022 11/08/2022	500,000.00	440,145.00 0.00	440,145.00	5.02	09/01/2027	397	97.86 489,294.00	49,149.00 440,145.00	1.47	Aaa NA
79768HJN9	SAN FRANCISCO (CITY & COUNT 4.655 10/01/27 '27	07/01/2025 07/02/2025	395,000.00	400,091.55 0.00	400,091.55	4.02	10/01/2027	427	100.32 396,256.89	(3,834.66) 400,091.55	1.19	Aa2 NA
13063EGT7	CALIFORNIA STATE 4.500 08/01/29	11/05/2024 11/06/2024	455,000.00	456,974.70 0.00	456,974.70	4.40	08/01/2029	1,097	100.04 455,170.17	(1,804.53) 456,974.70	1.36	Aa2 AA-
20772KPB9	CONNECTICUT ST 1.990 06/01/30	12/09/2025 12/10/2025	375,000.00	345,487.50 0.00	345,487.50	3.92	06/01/2030	1,401	90.98 341,162.63	(4,324.88) 345,487.50	1.02	Aa2 AA-
795036CR1	SALINAS VY CALIF SOLID WAST 2.481 08/01/30	05/01/2026 05/04/2026	550,000.00	512,913.50 3,525.09	516,438.59	4.23	08/01/2030	1,462	91.89 505,371.35	(7,542.15) 512,913.50	1.51	NA AA
54438CYN6	LOS ANGELES CALIF CMNTY COL 1.806 08/01/30	12/17/2025 12/18/2025	500,000.00	460,000.00 0.00	460,000.00	4.15	08/01/2030	1,462	91.09 455,457.50	(4,542.50) 460,000.00	1.37	Aaa AA+
MUNICIPAL BONDS TOTAL			3,975,000.00	3,693,569.65 3,525.09	3,697,094.74	4.60		772	96.66 3,835,979.18	142,409.53 3,693,569.65	11.50	AA
ASSET-BACKED SECURITIES												
34535EAD4	FCAOT-24A-A3	11/13/2024 11/14/2024	117,453.55	118,453.74 0.00	118,453.74	4.80	12/15/2028	868	100.47 118,010.04	(443.70) 118,453.74	0.35	Aaa NA
14319WAD8	CARMAX-251-A3	01/14/2025 01/22/2025	500,000.00	499,915.50 0.00	499,915.50	4.95	01/15/2030	1,264	100.47 502,328.12	2,412.62 499,915.50	1.51	NA AAA
02582JKV1	AXCMT-254-A	07/08/2025 07/22/2025	204,000.00	203,970.60 0.00	203,970.60	4.30	07/15/2030	1,445	99.70 203,383.37	(587.23) 203,970.60	0.61	NA AAA
92970QAK1	WFCIT-261-A	04/21/2026 04/27/2026	650,000.00	649,908.87 0.00	649,908.87	4.08	04/15/2031	990	98.81 642,264.85	(7,644.02) 649,908.87	1.92	Aaa NA
ASSET-BACKED SECURITIES TOTAL			1,471,453.55	1,472,248.71 0.00	1,472,248.71	4.47		1,137	99.63 1,465,986.38	(6,262.33) 1,472,248.71	4.39	AAA
CORPORATE BONDS												
166764BX7	CHEVRON 1.995 05/11/27 '27	11/17/2022 11/21/2022	350,000.00	316,627.50 0.00	316,627.50	4.36	05/11/2027	284	98.32 344,109.50	27,482.00 316,627.50	1.03	Aa2 AA-
023135BR6	AMAZON.COM 1.200 06/03/27 '27	02/10/2023 02/14/2023	750,000.00	656,025.00 0.00	656,025.00	4.43	06/03/2027	307	97.50 731,250.00	75,225.00 656,025.00	2.19	A1 AA
478160DH4	JOHNSON&JOHNSON 4.550 03/01/28 '28	02/19/2025 02/20/2025	500,000.00	500,610.00 0.00	500,610.00	4.51	03/01/2028	579	100.41 502,040.00	1,430.00 500,610.00	1.50	Aaa AAA
742718GF0	PROCTER GAMBLE 4.350 01/29/29	01/24/2024 01/29/2024	500,000.00	500,645.00 0.00	500,645.00	4.32	01/29/2029	913	99.97 499,840.00	(805.00) 500,645.00	1.50	Aa3 AA-



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
30231GBE1	EXXON MOBIL 2.440 08/16/29 '29	08/30/2024 09/03/2024	325,000.00	301,739.75 0.00	301,739.75	4.05	08/16/2029	1,112	94.12 305,896.50	4,156.75 301,739.75	0.92	Aa2 AA-
713448GB8	PEPSICO 4.600 02/07/30 '30	02/06/2025 02/07/2025	475,000.00	473,888.50 0.00	473,888.50	4.65	02/07/2030	1,287	100.05 475,213.75	1,325.25 473,888.50	1.42	A1 A+
023135BS4	AMAZON.COM 1.500 06/03/30 '30	12/15/2025 12/16/2025	725,000.00	652,427.50 0.00	652,427.50	3.97	06/03/2030	1,403	88.41 641,001.50	(11,426.00) 652,427.50	1.92	A1 AA
58933YBQ7	MERCK & CO 4.150 09/15/30 '30	10/10/2025 10/14/2025	475,000.00	476,790.75 0.00	476,790.75	4.06	09/15/2030	1,507	97.80 464,550.00	(12,240.75) 476,790.75	1.39	Aa3 A+
166756BJ4	CHEVRON USA 4.300 10/15/30 '30	10/10/2025 10/15/2025	650,000.00	656,207.50 0.00	656,207.50	4.08	10/15/2030	1,537	98.65 641,231.50	(14,976.00) 656,207.50	1.92	Aa2 AA-
30303MAB8	META PLATFORMS 4.200 11/15/30 '30	11/14/2025 11/17/2025	600,000.00	600,732.00 0.00	600,732.00	4.17	11/15/2030	1,568	96.92 581,502.00	(19,230.00) 600,732.00	1.74	Aa3 AA-
037833ED8	APPLE 1.650 02/08/31 '30	02/23/2026 02/24/2026	550,000.00	496,369.50 403.33	496,772.83	3.83	02/08/2031	1,653	88.11 484,577.50	(11,792.00) 496,369.50	1.45	Aaa AA+
931142FT5	WALMART 4.150 04/30/31 '31	04/29/2026 04/30/2026	500,000.00	497,750.00 0.00	497,750.00	4.25	04/30/2031	1,734	97.97 489,830.00	(7,920.00) 497,750.00	1.47	Aa2 AA
CORPORATE BONDS TOTAL			6,400,000.00	6,129,813.00 403.33	6,130,216.33	4.22		1,163	96.45 6,161,042.25	31,229.25 6,129,813.00	18.47	AA-
SUPRANATIONAL												
4581X0DGO	IDB 2.250 06/18/29 MTN	06/28/2024 07/01/2024	500,000.00	453,841.50 0.00	453,841.50	4.34	06/18/2029	1,053	94.36 471,815.00	17,973.50 453,841.50	1.41	Aaa AAA
SUPRANATIONAL TOTAL			500,000.00	453,841.50 0.00	453,841.50	4.34		1,053	94.36 471,815.00	17,973.50 453,841.50	1.41	AAA
PARADISE REC AND PARK DISTRICT TOTAL			34,013,904.79	32,931,527.31 5,416.12	32,936,943.43	4.31		886	33,364,473.79	432,946.48 32,931,527.31	100.00	AA
GRAND TOTAL												
GRAND TOTAL			34,013,904.79	32,931,527.31 5,416.12	32,936,943.43	4.31		886	33,364,473.79	432,946.48 32,931,527.31	100.00	AA

Transaction Statement

PARADISE REC AND PARK DISTRICT								
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	07/22/2026	07/22/2026	3133ELY32	FEDERAL FARM CREDIT BANKS FUNDING CORP 0.55 07/22/2026	(300,000.00)	257,709.00	300,000.00	42,291.00
MATURITY TOTAL					(300,000.00)	257,709.00	300,000.00	42,291.00
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
PRINCIPAL PAYDOWN								
	07/15/2026	07/15/2026	34535EAD4	FCAOT-24A-A3	(11,120.14)	11,214.84	11,120.14	(94.70)
	07/27/2026	07/27/2026	3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	(1,205.28)	1,171.76	1,205.28	33.52
	07/27/2026	07/27/2026	30308AAH6	FRESB 2018-SB45 10F 3.16 11/25/2027	(40,338.58)	39,380.54	40,338.57	958.03
PRINCIPAL PAYDOWN TOTAL					(52,664.00)	51,767.13	52,663.99	896.86

Income/Dividend Received

IDENTIFIER	DESCRIPTION	PAYMENT DATE	POST DATE	INTEREST/DIVIDENDS RECEIVED
US BANK				
31846V567	FIRST AMER:GVT OBLG;Z	06/30/2026	07/01/2026	784.21
3133EN5N6	FED FARM CR BNKS 4.000 01/06/28	07/06/2026	07/06/2026	9,400.00
3130AMWV0	FHLBANKS 2.000 07/07/28	07/07/2026	07/07/2026	5,000.00
92970QAK1	WFCIT-261-A	07/15/2026	07/15/2026	2,210.00
02582JKV1	AXCMT-254-A	07/15/2026	07/15/2026	731.00
34535EAD4	FCAOT-24A-A3	07/15/2026	07/15/2026	545.37
14319WAD8	CARMAX-251-A3	07/15/2026	07/15/2026	2,016.67
90355GPQ3	UBS USA 4.350 07/17/29	07/17/2026	07/17/2026	890.26
89235MPT2	TOYOTA FINL SVGS 4.450 07/18/29	07/18/2026	07/20/2026	5,384.38
3133ELY32	FEDERAL FARM CREDIT BANKS FUNDING CORP 0.55 07/22/2026	07/22/2026	07/22/2026	825.00
3137HAST4	FHMS K-509 A2 4.85 09/25/2028	07/01/2026	07/27/2026	1,717.71
30308AAH6	FRESB 2018-SB45 10F 3.16 11/25/2027	07/01/2026	07/27/2026	1,998.28
3137HCKV3	FHMS K-520 A2 5.18 03/25/2029	07/01/2026	07/27/2026	1,726.67
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	07/01/2026	07/27/2026	1,405.91
3137HFF59	FHMS K-527 A2 4.618 07/25/2029	07/01/2026	07/27/2026	2,309.00
3132XFDR6	FH WN1011	07/01/2026	07/27/2026	920.83
3140Q2C97	FN BZ6395	07/01/2026	07/27/2026	1,945.00
3140Q1DT4	FN BZ5513	07/01/2026	07/27/2026	2,025.00
3137HJ5Y9	FHMS K-534 A2 4.7 11/25/2029	07/01/2026	07/27/2026	1,958.33
3140LKDR1	FN BS8211	07/01/2026	07/27/2026	1,137.50
742718GF0	PROCTER GAMBLE 4.350 01/29/29	07/29/2026	07/29/2026	10,875.00
91282CMG3	US TREASURY 4.250 01/31/30	07/31/2026	07/31/2026	12,750.00
91282CFB2	US TREASURY 2.750 07/31/27	07/31/2026	07/31/2026	7,562.50
US BANK - TOTAL				76,118.62
TOTAL				76,118.62

Contribution/Withdrawals and Expenses

	POST DATE	PAR VALUE	TOTAL
PARADISE REC AND PARK DISTRICT			
WITHDRAWAL			
	07/31/2026	(489,000.00)	(489,000.00)
WITHDRAWAL TOTAL		(489,000.00)	(489,000.00)
CUSTODY FEE			
	07/24/2026	(199.40)	(199.40)
CUSTODY FEE TOTAL		(199.40)	(199.40)
MANAGEMENT FEE			
	07/29/2026	(1,962.77)	(1,962.77)
MANAGEMENT FEE TOTAL		(1,962.77)	(1,962.77)

Projected Income

For the Period August 01, 2026 to July 31, 2027

CUSIP	DESCRIPTION	POST DATE	AMOUNT
801139AE6	SANTA ANA CALIF PENSION OBLIG 1.176 08/01/2026	08/03/2026	2,234.40
880591EU2	TVA 2.875 02/01/27	08/03/2026	5,031.25
3133EAG44	FEDERAL FARM CREDIT BANKS FUNDING CORP 2.63 08/03/2026	08/03/2026	21,007.45
250375LA8	DESERT CALIF CMNTY COLLEGE 3.000 08/01/27	08/03/2026	4,800.00
3133EAG44	FEDERAL FARM CREDIT BANKS FUNDING CORP 2.63 08/03/2026	08/03/2026	21,007.45
801139AE6	SANTA ANA CALIF PENSION OBLIG 1.176 08/01/2026	08/03/2026	53,557.20
54438CYN6	LOS ANGELES CALIF CMNTY COL 1.806 08/01/30	08/03/2026	4,515.00
13063EGT7	CALIFORNIA STATE 4.500 08/01/29	08/03/2026	10,237.50
795036CR1	SALINAS VY CALIF SOLID WAST 2.481 08/01/30	08/03/2026	6,822.75
3133EAG44	FEDERAL FARM CREDIT BANKS FUNDING CORP 2.63 08/03/2026	08/03/2026	4,050.20
713448GB8	PEPSICO 4.600 02/07/30 '30	08/07/2026	10,925.00
037833ED8	APPLE 1.650 02/08/31 '30	08/10/2026	4,537.50
92970QAK1	WFCIT-261-A	08/17/2026	2,210.00
34535EAD4	FCAOT-24A-A3	08/17/2026	498.20
14319WAD8	CARMAX-251-A3	08/17/2026	2,016.67
90355GPQ3	UBS USA 4.350 07/17/29	08/17/2026	919.94
76913CBB4	RIVERSIDE CNTY CALIF PENSIO 2.963 02/15/27	08/17/2026	7,407.50
02582JKV1	AXCMT-254-A	08/17/2026	731.00
30231GBE1	EXXON MOBIL 2.440 08/16/29 '29	08/17/2026	3,965.00
30308AAH6	FRESB 2018-SB45 10F 3.16 11/25/2027	08/25/2026	1,892.06
3140LKDR1	FN BS8211	08/25/2026	1,175.42
3132XFDR6	FH WN1011	08/25/2026	951.53
3137HFF59	FHMS K-527 A2 4.618 07/25/2029	08/25/2026	2,309.00
3140Q1DT4	FN BZ5513	08/25/2026	2,092.50
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	08/25/2026	1,402.46
3140Q2C97	FN BZ6395	08/25/2026	2,009.83
3137HCKV3	FHMS K-520 A2 5.18 03/25/2029	08/25/2026	1,726.67
3137HJ5Y9	FHMS K-534 A2 4.7 11/25/2029	08/25/2026	1,958.33

Projected Income

For the Period August 01, 2026 to July 31, 2027

CUSIP	DESCRIPTION	POST DATE	AMOUNT
3137HAST4	FHMS K-509 A2 4.85 09/25/2028	08/25/2026	1,717.71
3137HJ5Y9	FHMS K-534 A2 4.7 11/25/2029	08/27/2026	2,088.89
91282CNX5	US TREASURY 3.625 08/31/30	08/31/2026	10,875.00
91282CKD2	US TREASURY 4.250 02/28/29	08/31/2026	10,625.00
91282CHX2	US TREASURY 4.375 08/31/28	08/31/2026	10,828.13
AUG 2026 TOTAL			218,126.52
799017WC8	SAN MATEO CALIF UN HIGH SCH 2.187 09/01/27	09/01/2026	5,467.50
478160DH4	JOHNSON&JOHNSON 4.550 03/01/28 '28	09/01/2026	11,375.00
3130AXEL8	FHLBANKS 4.750 09/08/28	09/08/2026	9,618.75
02582JKV1	AXCMT-254-A	09/15/2026	731.00
3133ENL99	FED FARM CR BNKS 3.375 09/15/27	09/15/2026	5,906.25
92970QAK1	WFCIT-261-A	09/15/2026	2,210.00
880591EZ1	TVA 3.875 03/15/28	09/15/2026	11,625.00
58933YBQ7	MERCK & CO 4.150 09/15/30 '30	09/15/2026	9,856.25
34535EAD4	FCAOT-24A-A3	09/15/2026	460.38
14319WAD8	CARMAX-251-A3	09/15/2026	2,016.67
90355GPQ3	UBS USA 4.350 07/17/29	09/17/2026	919.94
3133EP5U5	FED FARM CR BNKS 4.125 03/20/29	09/21/2026	10,312.50
3137HFF59	FHMS K-527 A2 4.618 07/25/2029	09/25/2026	2,309.00
3132XFDR6	FH WN1011	09/25/2026	919.53
30308AAH6	FRESB 2018-SB45 10F 3.16 11/25/2027	09/25/2026	1,887.92
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	09/25/2026	1,355.89
3137HCKV3	FHMS K-520 A2 5.18 03/25/2029	09/25/2026	1,726.67
3137HJ5Y9	FHMS K-534 A2 4.7 11/25/2029	09/25/2026	1,958.33
3137HAST4	FHMS K-509 A2 4.85 09/25/2028	09/25/2026	1,717.71
3140Q1DT4	FN BZ5513	09/25/2026	2,021.59
3140LKDR1	FN BS8211	09/25/2026	1,139.50
3140Q2C97	FN BZ6395	09/25/2026	1,942.00

Projected Income

For the Period August 01, 2026 to July 31, 2027

CUSIP	DESCRIPTION	POST DATE	AMOUNT
3130AMWW8	FHLBANKS 1.100 09/30/26 '26	09/30/2026	1,705.00
3130AMWW8	FHLBANKS 1.100 09/30/26 '26	09/30/2026	41,075.00
SEP 2026 TOTAL			130,257.38
79768HJN9	SAN FRANCISCO (CITY & COUNT 4.655 10/01/27 '27	10/01/2026	9,193.63
3133ETBF3	FED FARM CR BNKS 4.000 04/01/30	10/01/2026	12,000.00
3133EPFU4	FED FARM CR BNKS 3.500 04/12/28	10/13/2026	9,625.00
14319WAD8	CARMAX-251-A3	10/15/2026	2,016.67
166756BJ4	CHEVRON USA 4.300 10/15/30 '30	10/15/2026	13,975.00
34535EAD4	FCAOT-24A-A3	10/15/2026	424.62
02582JKV1	AXCMT-254-A	10/15/2026	731.00
92970QAK1	WFCIT-261-A	10/15/2026	2,210.00
742651DZ2	PEFCO 3.900 10/15/27	10/15/2026	9,262.50
90355GPQ3	UBS USA 4.350 07/17/29	10/19/2026	890.26
3140LKDR1	FNBS8211	10/26/2026	1,138.62
30308AAH6	FRESB 2018-SB45 10F 3.16 11/25/2027	10/26/2026	1,883.78
3137HFF59	FHMS K-527 A2 4.618 07/25/2029	10/26/2026	2,309.00
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	10/26/2026	1,352.77
3137HCKV3	FHMS K-520 A2 5.18 03/25/2029	10/26/2026	1,726.67
3137HJ5Y9	FHMS K-534 A2 4.7 11/25/2029	10/26/2026	1,958.33
3137HAST4	FHMS K-509 A2 4.85 09/25/2028	10/26/2026	1,717.71
3132XFDR6	FH WN1011	10/26/2026	918.81
3140Q1DT4	FN BZ5513	10/26/2026	2,019.61
3140Q2C97	FN BZ6395	10/26/2026	1,940.26
931142FT5	WALMART 4.150 04/30/31 '31	10/30/2026	10,375.00
OCT 2026 TOTAL			87,669.23
91282CJF9	US TREASURY 4.875 10/31/28	11/02/2026	9,506.25
91282CKP5	US TREASURY 4.625 04/30/29	11/02/2026	11,909.38
63873KL21	NATIXIS NY 11/02/26	11/02/2026	15,189.53

Projected Income

For the Period August 01, 2026 to July 31, 2027

CUSIP	DESCRIPTION	POST DATE	AMOUNT
63873KL54	NATIXIS NY 11/05/26	11/05/2026	11,811.67
166764BX7	CHEVRON 1.995 05/11/27 '27	11/12/2026	3,491.25
30303MAB8	META PLATFORMS 4.200 11/15/30 '30	11/16/2026	12,600.00
34535EAD4	FCAOT-24A-A3	11/16/2026	390.31
14319WAD8	CARMAX-251-A3	11/16/2026	1,981.21
9128284N7	US TREASURY 2.875 05/15/28	11/16/2026	7,187.50
02582JKV1	AXCMT-254-A	11/16/2026	731.00
92970QAK1	WFCIT-261-A	11/16/2026	2,210.00
90355GPQ3	UBS USA 4.350 07/17/29	11/17/2026	919.94
3133ENEQ9	FED FARM CR BNKS 1.640 05/24/27 '25	11/24/2026	2,870.00
3137HFF59	FHMS K-527 A2 4.618 07/25/2029	11/25/2026	2,309.00
30308AAH6	FRESB 2018-SB45 10F 3.16 11/25/2027	11/25/2026	1,879.40
3137HCKV3	FHMS K-520 A2 5.18 03/25/2029	11/25/2026	1,726.67
3137HJ5Y9	FHMS K-534 A2 4.7 11/25/2029	11/25/2026	1,958.33
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	11/25/2026	1,236.98
3137HAST4	FHMS K-509 A2 4.85 09/25/2028	11/25/2026	1,717.71
3140Q2C97	FN BZ6395	11/25/2026	1,937.93
3140LKDR1	FN BS8211	11/25/2026	1,127.21
3140Q1DT4	FN BZ5513	11/25/2026	2,016.96
3132XFDR6	FH WN1011	11/25/2026	917.87
2546732B1	CAPITL ONE NA 4.900 11/30/27	11/30/2026	6,002.43
91282CKT7	US TREASURY 4.500 05/31/29	11/30/2026	10,125.00
91282CQU8	US TREASURY 4.125 05/31/31	11/30/2026	12,375.00
91282CMA6	US TREASURY 4.125 11/30/29	11/30/2026	13,406.25
NOV 2026 TOTAL			139,534.76
20772KPB9	CONNECTICUT ST 1.990 06/01/30	12/01/2026	3,731.25
023135BS4	AMAZON.COM 1.500 06/03/30 '30	12/03/2026	5,437.50
023135BR6	AMAZON.COM 1.200 06/03/27 '27	12/03/2026	4,500.00

Projected Income

For the Period August 01, 2026 to July 31, 2027

CUSIP	DESCRIPTION	POST DATE	AMOUNT
60710WM43	MIZUHO BANK NY 12/04/26	12/04/2026	10,362.92
3130AAAG3	FHLBANKS 2.625 12/11/26	12/11/2026	4,790.63
3130AAAG3	FHLBANKS 2.625 12/11/26	12/11/2026	21,056.85
742651EA6	PEFCO 4.300 12/15/28	12/15/2026	12,362.50
34535EAD4	FCAOT-24A-A3	12/15/2026	356.73
14319WAD8	CARMAX-251-A3	12/15/2026	1,887.08
02582JKV1	AXCMT-254-A	12/15/2026	731.00
92970QAK1	WFCIT-261-A	12/15/2026	2,210.00
90355GPQ3	UBS USA 4.350 07/17/29	12/17/2026	890.26
4581X0DG0	IDB 2.250 06/18/29 MTN	12/18/2026	5,625.00
3133EPNH4	FED FARM CR BNKS 3.875 06/21/28	12/21/2026	9,687.50
3130AQF65	FHLBANKS 1.250 12/21/26	12/21/2026	2,187.50
3130AQF65	FHLBANKS 1.250 12/21/26	12/21/2026	43,268.40
3137HCKV3	FHMS K-520 A2 5.18 03/25/2029	12/25/2026	1,726.67
3137HJ5Y9	FHMS K-534 A2 4.7 11/25/2029	12/25/2026	1,958.33
3140LKDR1	FN BS8211	12/25/2026	1,124.36
3137HAST4	FHMS K-509 A2 4.85 09/25/2028	12/25/2026	1,717.71
3140Q2C97	FN BZ6395	12/25/2026	1,936.37
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	12/25/2026	996.98
30308AAH6	FRESB 2018-SB45 10F 3.16 11/25/2027	12/25/2026	1,875.24
3137HFF59	FHMS K-527 A2 4.618 07/25/2029	12/25/2026	2,309.00
3132XFDR6	FH WN1011	12/25/2026	917.26
3140Q1DT4	FN BZ5513	12/25/2026	2,015.19
91282CPR6	US TREASURY 3.625 12/31/30	12/31/2026	10,875.00
DEC 2026 TOTAL			156,537.23
3133EN5N6	FED FARM CR BNKS 4.000 01/06/28	01/06/2027	9,400.00
3130AMWV0	FHLBANKS 2.000 07/07/28	01/07/2027	5,000.00
34535EAD4	FCAOT-24A-A3	01/15/2027	324.89

Projected Income

For the Period August 01, 2026 to July 31, 2027

CUSIP	DESCRIPTION	POST DATE	AMOUNT
02582JKV1	AXCMT-254-A	01/15/2027	731.00
92970QAK1	WFCIT-261-A	01/15/2027	2,210.00
14319WAD8	CARMAX-251-A3	01/15/2027	1,798.28
89235MPT2	TOYOTA FINL SVGS 4.450 07/18/29	01/19/2027	5,473.62
90355GPQ3	UBS USA 4.350 07/17/29	01/19/2027	919.94
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	01/25/2027	13,646.40
30308AAH6	FRESB 2018-SB45 10F 3.16 11/25/2027	01/25/2027	1,870.85
3132XFDR6	FH WN1011	01/25/2027	916.53
3140Q1DT4	FN BZ5513	01/25/2027	2,013.02
3140LKDR1	FN BS8211	01/25/2027	1,113.90
3137HFF59	FHMS K-527 A2 4.618 07/25/2029	01/25/2027	2,309.00
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	01/25/2027	295.96
3140Q2C97	FN BZ6395	01/25/2027	1,934.46
3137HCKV3	FHMS K-520 A2 5.18 03/25/2029	01/25/2027	1,726.67
3137HJ5Y9	FHMS K-534 A2 4.7 11/25/2029	01/25/2027	1,958.33
3137HAST4	FHMS K-509 A2 4.85 09/25/2028	01/25/2027	1,717.71
742718GF0	PROCTER GAMBLE 4.350 01/29/29	01/29/2027	10,875.00
JAN 2027 TOTAL			66,235.55
880591EU2	TVA 2.875 02/01/27	02/01/2027	16,915.85
880591EU2	TVA 2.875 02/01/27	02/01/2027	5,031.25
250375LA8	DESERT CALIF CMNTY COLLEGE 3.000 08/01/27	02/01/2027	4,800.00
54438CYN6	LOS ANGELES CALIF CMNTY COL 1.806 08/01/30	02/01/2027	4,515.00
13063EGT7	CALIFORNIA STATE 4.500 08/01/29	02/01/2027	10,237.50
795036CR1	SALINAS VY CALIF SOLID WAST 2.481 08/01/30	02/01/2027	6,822.75
91282CFB2	US TREASURY 2.750 07/31/27	02/01/2027	7,562.50
91282CMG3	US TREASURY 4.250 01/31/30	02/01/2027	12,750.00
713448GB8	PEPSICO 4.600 02/07/30'30	02/08/2027	10,925.00
037833ED8	APPLE 1.650 02/08/31'30	02/08/2027	4,537.50

Projected Income

For the Period August 01, 2026 to July 31, 2027

CUSIP	DESCRIPTION	POST DATE	AMOUNT
34535EAD4	FCAOT-24A-A3	02/15/2027	294.34
14319WAD8	CARMAX-251-A3	02/15/2027	1,710.76
76913CBB4	RIVERSIDE CNTY CALIF PENSIO 2.963 02/15/27	02/15/2027	41,935.00
76913CBB4	RIVERSIDE CNTY CALIF PENSIO 2.963 02/15/27	02/16/2027	7,407.50
02582JKV1	AXCMT-254-A	02/16/2027	731.00
30231GBE1	EXXON MOBIL 2.440 08/16/29 '29	02/16/2027	3,965.00
92970QAK1	WFCIT-261-A	02/16/2027	2,210.00
90355GPQ3	UBS USA 4.350 07/17/29	02/17/2027	919.94
3137HCKV3	FHMS K-520 A2 5.18 03/25/2029	02/25/2027	1,726.67
3137HJ5Y9	FHMS K-534 A2 4.7 11/25/2029	02/25/2027	1,958.33
3137HAST4	FHMS K-509 A2 4.85 09/25/2028	02/25/2027	1,717.71
3132XFDR6	FH WN1011	02/25/2027	915.98
3140Q2C97	FN BZ6395	02/25/2027	1,932.97
3140Q1DT4	FN BZ5513	02/25/2027	2,011.33
30308AAH6	FRESB 2018-SB45 10F 3.16 11/25/2027	02/25/2027	1,866.68
3140LKDR1	FN BS8211	02/25/2027	1,106.24
3137HFF59	FHMS K-527 A2 4.618 07/25/2029	02/25/2027	2,309.00
FEB 2027 TOTAL			158,815.80
91282CKD2	US TREASURY 4.250 02/28/29	03/01/2027	10,625.00
91282CHX2	US TREASURY 4.375 08/31/28	03/01/2027	10,828.13
799017WC8	SAN MATEO CALIF UN HIGH SCH 2.187 09/01/27	03/01/2027	5,467.50
478160DH4	JOHNSON&JOHNSON 4.550 03/01/28 '28	03/01/2027	11,375.00
91282CNX5	US TREASURY 3.625 08/31/30	03/01/2027	10,875.00
3130AXEL8	FHLBANKS 4.750 09/08/28	03/08/2027	9,618.75
14319WAD8	CARMAX-251-A3	03/15/2027	1,623.84
02582JKV1	AXCMT-254-A	03/15/2027	731.00
3133ENL99	FED FARM CR BNKS 3.375 09/15/27	03/15/2027	5,906.25
92970QAK1	WFCIT-261-A	03/15/2027	2,210.00

Projected Income

For the Period August 01, 2026 to July 31, 2027

CUSIP	DESCRIPTION	POST DATE	AMOUNT
880591EZ1	TVA 3.875 03/15/28	03/15/2027	11,625.00
58933YBQ7	MERCK & CO 4.150 09/15/30 '30	03/15/2027	9,856.25
34535EAD4	FCAOT-24A-A3	03/15/2027	265.83
90355GPQ3	UBS USA 4.350 07/17/29	03/17/2027	830.91
09659CQK7	BNP PARIBAS NY 03/19/27	03/19/2027	10,841.25
3133EP5U5	FED FARM CR BNKS 4.125 03/20/29	03/22/2027	10,312.50
3137HCKV3	FHMS K-520 A2 5.18 03/25/2029	03/25/2027	1,726.67
3137HJ5Y9	FHMS K-534 A2 4.7 11/25/2029	03/25/2027	1,958.33
3137HAST4	FHMS K-509 A2 4.85 09/25/2028	03/25/2027	1,717.71
3140LKDR1	FN BS8211	03/25/2027	1,101.12
3132XFDR6	FH WN1011	03/25/2027	915.49
3137HFF59	FHMS K-527 A2 4.618 07/25/2029	03/25/2027	2,309.00
3140Q1DT4	FN BZ5513	03/25/2027	2,009.76
30308AAH6	FRESB 2018-SB45 10F 3.16 11/25/2027	03/25/2027	1,862.51
3140Q2C97	FN BZ6395	03/25/2027	1,931.59
MAR 2027 TOTAL			128,524.37
79768HJN9	SAN FRANCISCO (CITY & COUNT 4.655 10/01/27 '27	04/01/2027	9,193.63
3133ETBF3	FED FARM CR BNKS 4.000 04/01/30	04/01/2027	12,000.00
3133EPFU4	FED FARM CR BNKS 3.500 04/12/28	04/12/2027	9,625.00
166756BJ4	CHEVRON USA 4.300 10/15/30 '30	04/15/2027	13,975.00
02582JKV1	AXCMT-254-A	04/15/2027	731.00
92970QAK1	WFCIT-261-A	04/15/2027	2,210.00
742651DZ2	PEFCO 3.900 10/15/27	04/15/2027	9,262.50
34535EAD4	FCAOT-24A-A3	04/15/2027	238.14
14319WAD8	CARMAX-251-A3	04/15/2027	1,539.43
90355GPQ3	UBS USA 4.350 07/17/29	04/19/2027	919.94
3132XFDR6	FH WN1011	04/26/2027	914.90
3140Q2C97	FN BZ6395	04/26/2027	1,929.90

Projected Income

For the Period August 01, 2026 to July 31, 2027

CUSIP	DESCRIPTION	POST DATE	AMOUNT
30308AAH6	FRESB 2018-SB45 10F 3.16 11/25/2027	04/26/2027	1,857.64
3137HCKV3	FHMS K-520 A2 5.18 03/25/2029	04/26/2027	1,726.67
3137HJ5Y9	FHMS K-534 A2 4.7 11/25/2029	04/26/2027	1,958.33
3137HAST4	FHMS K-509 A2 4.85 09/25/2028	04/26/2027	1,717.71
3140Q1DT4	FN BZ5513	04/26/2027	2,007.84
3140LKDR1	FN BS8211	04/26/2027	1,091.27
3137HFF59	FHMS K-527 A2 4.618 07/25/2029	04/26/2027	2,309.00
91282CJF9	US TREASURY 4.875 10/31/28	04/30/2027	9,506.25
91282CKP5	US TREASURY 4.625 04/30/29	04/30/2027	11,909.38
931142FT5	WALMART 4.150 04/30/31 '31	04/30/2027	10,375.00
APR 2027 TOTAL			106,998.52
166764BX7	CHEVRON 1.995 05/11/27 '27	05/11/2027	3,491.25
166764BX7	CHEVRON 1.995 05/11/27 '27	05/11/2027	33,372.50
14319WAD8	CARMAX-251-A3	05/17/2027	1,450.32
34535EAD4	FCAOT-24A-A3	05/17/2027	209.46
9128284N7	US TREASURY 2.875 05/15/28	05/17/2027	7,187.50
02582JKV1	AXCMT-254-A	05/17/2027	731.00
92970QAK1	WFCIT-261-A	05/17/2027	2,210.00
90355GPQ3	UBS USA 4.350 07/17/29	05/17/2027	890.26
30303MAB8	META PLATFORMS 4.200 11/15/30 '30	05/17/2027	12,600.00
3133ENEQ9	FED FARM CR BNKS 1.640 05/24/27 '25	05/24/2027	43,298.50
3133ENEQ9	FED FARM CR BNKS 1.640 05/24/27 '25	05/24/2027	2,870.00
3140Q2C97	FN BZ6395	05/25/2027	1,928.13
3132XFDR6	FH WN1011	05/25/2027	914.30
3140Q1DT4	FN BZ5513	05/25/2027	2,005.83
3137HCKV3	FHMS K-520 A2 5.18 03/25/2029	05/25/2027	1,726.67
3137HJ5Y9	FHMS K-534 A2 4.7 11/25/2029	05/25/2027	1,958.33
3137HAST4	FHMS K-509 A2 4.85 09/25/2028	05/25/2027	1,717.71

Projected Income

For the Period August 01, 2026 to July 31, 2027

CUSIP	DESCRIPTION	POST DATE	AMOUNT
30308AAH6	FRESB 2018-SB45 10F 3.16 11/25/2027	05/25/2027	1,853.46
3140LKDR1	FNBS8211	05/25/2027	1,077.38
3137HFF59	FHMS K-527 A2 4.618 07/25/2029	05/25/2027	2,309.00
MAY 2027 TOTAL			123,801.60
91282CKT7	US TREASURY 4.500 05/31/29	06/01/2027	10,125.00
91282CQU8	US TREASURY 4.125 05/31/31	06/01/2027	12,375.00
2546732B1	CAPITL ONE NA 4.900 11/30/27	06/01/2027	5,904.57
91282CMA6	US TREASURY 4.125 11/30/29	06/01/2027	13,406.25
20772KPB9	CONNECTICUT ST 1.990 06/01/30	06/01/2027	3,731.25
023135BS4	AMAZON.COM 1.500 06/03/30 '30	06/03/2027	5,437.50
023135BR6	AMAZON.COM 1.200 06/03/27 '27	06/03/2027	93,975.00
023135BR6	AMAZON.COM 1.200 06/03/27 '27	06/03/2027	4,500.00
34535EAD4	FCAOT-24A-A3	06/15/2027	181.88
02582JKV1	AXCMT-254-A	06/15/2027	731.00
92970QAK1	WFCIT-261-A	06/15/2027	2,210.00
14319WAD8	CARMAX-251-A3	06/15/2027	1,364.69
742651EA6	PEFCO 4.300 12/15/28	06/15/2027	12,362.50
90355GPQ3	UBS USA 4.350 07/17/29	06/17/2027	919.94
4581X0DG0	IDB 2.250 06/18/29 MTN	06/18/2027	5,625.00
3133EPNH4	FED FARM CR BNKS 3.875 06/21/28	06/21/2027	9,687.50
3132XFDR6	FH WN1011	06/25/2027	913.78
3137HFF59	FHMS K-527 A2 4.618 07/25/2029	06/25/2027	2,309.00
3140Q1DT4	FN BZ5513	06/25/2027	2,004.02
3140LKDR1	FNBS8211	06/25/2027	1,068.09
30308AAH6	FRESB 2018-SB45 10F 3.16 11/25/2027	06/25/2027	1,849.04
3137HCKV3	FHMS K-520 A2 5.18 03/25/2029	06/25/2027	1,726.67
3137HJ5Y9	FHMS K-534 A2 4.7 11/25/2029	06/25/2027	1,958.33
3137HAST4	FHMS K-509 A2 4.85 09/25/2028	06/25/2027	1,717.71

Projected Income

For the Period August 01, 2026 to July 31, 2027

CUSIP	DESCRIPTION	POST DATE	AMOUNT
3140Q2C97	FN BZ6395	06/25/2027	1,926.54
91282CPR6	US TREASURY 3.625 12/31/30	06/30/2027	10,875.00
JUN 2027 TOTAL			208,885.26
3133EN5N6	FED FARM CR BNKS 4.000 01/06/28	07/06/2027	9,400.00
3130AMWV0	FHLBANKS 2.000 07/07/28	07/07/2027	5,000.00
02582JKV1	AXCMT-254-A	07/15/2027	731.00
92970QAK1	WFCIT-261-A	07/15/2027	2,210.00
14319WAD8	CARMAX-251-A3	07/15/2027	1,280.05
34535EAD4	FCAOT-24A-A3	07/15/2027	154.76
90355GPQ3	UBS USA 4.350 07/17/29	07/19/2027	890.26
89235MPT2	TOYOTA FINL SVGS 4.450 07/18/29	07/19/2027	5,384.38
30308AAH6	FRESB 2018-SB45 10F 3.16 11/25/2027	07/26/2027	1,710.43
3137HCKV3	FHMS K-520 A2 5.18 03/25/2029	07/26/2027	1,726.67
3137HJ5Y9	FHMS K-534 A2 4.7 11/25/2029	07/26/2027	1,958.33
3137HAST4	FHMS K-509 A2 4.85 09/25/2028	07/26/2027	1,717.71
3140Q2C97	FN BZ6395	07/26/2027	1,924.41
3137HFF59	FHMS K-527 A2 4.618 07/25/2029	07/26/2027	2,309.00
3132XFDR6	FH WN1011	07/26/2027	913.10
3140LKDR1	FN BS8211	07/26/2027	1,047.53
3140Q1DT4	FN BZ5513	07/26/2027	2,001.60
742718GF0	PROCTER GAMBLE 4.350 01/29/29	07/29/2027	10,875.00
JUL 2027 TOTAL			51,234.23
GRAND TOTAL			1,576,620.45

Disclosure

Meeder provides monthly statements for its investment management clients to provide information about the investment portfolio. The information should not be used for audit or confirmation purposes. Please review your custodial statements and report any inaccuracies or discrepancies.

Certain information and data has been supplied by unaffiliated third parties. Although Meeder believes the information is reliable, it cannot warrant the accuracy of information offered by third parties. Market value may reflect prices received from pricing vendors when current market quotations are not available. Prices may not reflect firm bids or offers and may differ from the value at which the security can be sold.

Statements may include positions from unmanaged accounts provided for reporting purposes. Unmanaged accounts are managed directly by the client and are not included in the accounts managed by Meeder. This information is provided as a client convenience and Meeder assumes no responsibility for performance of these accounts or the accuracy of the data reported.

Investing involves risk. Past performance is no guarantee of future results. Debt and fixed income securities are subject to credit and interest rate risk. The investment return and principal value of an investment will fluctuate so that an investors shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data quoted.

Meeder Public Funds, Inc. is a registered investment adviser and affiliate of Meeder Investment Management, Inc. Investment advisory services are provided through Meeder Public Funds, Inc. Please contact us if you would like to receive a copy of our current ADV disclosure brochure or privacy policy.

© 2026 Meeder Investment Management

meederpublicfunds.com | 866.633.3371





0000074-0000365 PDF 221701

Paradise Recreation & Park District
6626 Skyway
Paradise, CA 95969

California CLASS

California CLASS

Average Monthly Yield: 3.7484%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
CA-01-0077-0001	CC Reserve Fund	1,130,690.13	0.00	0.00	3,598.91	27,726.05	1,130,806.22	1,134,289.04
TOTAL		1,130,690.13	0.00	0.00	3,598.91	27,726.05	1,130,806.22	1,134,289.04



CC Reserve Fund

Account Summary

Average Monthly Yield: 3.7484%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
California CLASS	1,130,690.13	0.00	0.00	3,598.91	27,726.05	1,130,806.22	1,134,289.04

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
08/01/2026	Beginning Balance			1,130,690.13	
08/31/2026	Income Dividend Reinvestment	3,598.91			
08/31/2026	Ending Balance			1,134,289.04	



California CLASS

California CLASS

Date	Dividend Rate	Daily Yield
08/01/2026	0.000000000	3.7567%
08/02/2026	0.000205844	3.7567%
08/03/2026	0.000102625	3.7458%
08/04/2026	0.000102533	3.7425%
08/05/2026	0.000102638	3.7463%
08/06/2026	0.000102606	3.7451%
08/07/2026	0.000307731	3.7441%
08/08/2026	0.000000000	3.7441%
08/09/2026	0.000000000	3.7441%
08/10/2026	0.000102355	3.7360%
08/11/2026	0.000102538	3.7426%
08/12/2026	0.000102505	3.7414%
08/13/2026	0.000102463	3.7399%
08/14/2026	0.000307629	3.7428%
08/15/2026	0.000000000	3.7428%
08/16/2026	0.000000000	3.7428%
08/17/2026	0.000102638	3.7463%
08/18/2026	0.000102926	3.7568%
08/19/2026	0.000102823	3.7530%
08/20/2026	0.000102446	3.7393%
08/21/2026	0.000307422	3.7403%
08/22/2026	0.000000000	3.7403%
08/23/2026	0.000000000	3.7403%
08/24/2026	0.000102825	3.7531%
08/25/2026	0.000102852	3.7541%
08/26/2026	0.000103055	3.7615%
08/27/2026	0.000102991	3.7592%
08/28/2026	0.000308967	3.7591%
08/29/2026	0.000000000	3.7591%
08/30/2026	0.000000000	3.7591%
08/31/2026	0.000103168	3.7656%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

Staff Report

September 9, 2026



DATE: 9/2/2026
 TO: Board of Directors
 FROM: Olivia Longstaff, Recreation Specialist
 SUBJECT: August 2026 Marketing Report

Marketing Report August 2026

Intention

Show overall growth in our marketing and community engagement – online and in person. Percentage increases taken from June Marketing statistics.

Social Media Metrics: August 1-31

- **Insta**
 - Views – 138.1k (+346.4%)
 - Reach – 1.1k (+1.9%)
 - Content Interactions – 520 (+59.5%)
 - Link Clicks – 0
 - Visits – 112 (-26.3%)
 - Follows – 30 (-23.1%)
 - Total Followers – 767
- **FB**
 - Views – 204.3K (+40.2%)
 - Viewers – 43.7k (+29.7%)
 - Content Interactions – 2.5k (+16.2%)
 - Link Clicks – 146 (+256.1%)
 - Visits – 3.1k (+31%)
 - Follows – 238 (+63%)
 - Total Followers – 6,620
- **TikTok**
 - Post Views – 484
 - Profile Views – 12
 - Likes – 15
 - Comments – 0
 - Shares - 0
- **Top Posts**
 - ‘Do you know anyone 6 and older who loves ponies?’ – 27.5k views
 - ‘Updated swim times for August’ – 18k Views
 - ‘Thanks to all who participated in our canning class.’ – 15.5k Views
- **Highlights/Insights**

- Still working on Instagram login situation. Looking forward to increased numbers once I get in.
- Impressive increase in Insta views due to softball and canning video posts.
- FB views and comments increased when posting photos of people. Posts with just a flyer are performing poorly.
- ‘Throwback Thursday’ content still high performing.
- Created Tik Tok account. Three videos posted so far. Will see if it is worth the time and effort.

Website Metrics

- **Main Metrics**
 - August Pageviews -102,468
 - July Pageviews – 139,833
 - June Pageviews – 89,014
- **Campaigns (Emails)**
 - ‘Set up your account for PRPD’s new online rec platform’
 - Recipients - 2020
 - Opens – 50.1%
 - Clicks – 4.9%
 - ‘How to book a room or register for a program in seconds’
 - Recipients - 1965
 - Opens – 45.8%
 - Clicks – 2.5%
 - ‘Say goodbye to guesswork – PRPD’s new rec platform is here’
 - Recipients - 1945
 - Opens – 43.8%
 - Clicks – 2.1%
- **Highlights/Insights**
 - Sending out emails to old Sportsman accounts about the new Rec Tech registration system. We have had many people un-subscribe, probably due to not living in the District anymore.
 - Will build out our newsletter metrics as we develop into new software system in October.
 - Page metrics are way up since June.

Community Events

- August 8 – Concow Community Kick-it
- August 14 – Rotarians OTL
- August 15 – Astronomy OTL 4
- August 19th – Softball on the Ridge Games
- August 21 - Canning Class
- August 24 – Noble Orchards Ribbon Cutting
- August 29 – Farmers Market Booth

Maintaining Momentum

- **September**
 - Wellness Faire, Info Booth
 - Kids Free Disc Golf Day
 - Astronomy OTL
 - Fall Fam Fun Fest
 - Rec Tec Registration Rollout
 - Paid social advertising implementation
 - Print Activity Guide and Distribution
 - Canning Classes
- **October**
 - Johnny Appleseed Days
 - Community Halloween
 - Astronomy OTL 6