

**ORANGEVALE RECREATION & PARK DISTRICT
BOARD OF DIRECTORS MEETING
THURSDAY, JULY 14, 2022**

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

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

1. CALL TO ORDER

2. ROLL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. PUBLIC DISCUSSION

Any person may address the board upon any subject within the jurisdiction of the Orangevale Recreation & Park District with each speaker being limited to three minutes. However, the Chairperson can impose reasonable limitations to the maximum time per person and per agenda item to allow the Board to complete its business. Any matter that requires action will be referred to staff or committee for a report and action at a subsequent meeting.

6. MINUTES

- a. Approval of minutes of the Special Meeting on May 4, 2022 (pg. 1-2)
- b. Approval of minutes of the Regular Meeting on May 12, 2022 (pg. 3-9)
- c. Approval of minutes of the Regular Meeting on June 9, 2022 (pg. 10-16)

7. CORRESPONDENCE

- a. Article in Orangevale View about new outdoor fitness equipment (pg. 17)
- b. Article in Orangevale View about the upcoming Bow Wow Days event at Community Park on September 24 (pg. 18)
- c. OVparks ad in the Orangevale View to promote current and upcoming programs and events (pg. 19)

8. CONSENT CALENDAR: Reading/Opportunity to Pull Items for Discussion/Board Action

Consent items are considered routine and are intended to be acted upon in one motion, without discussion. During this portion of the meeting, the Consent Calendar will be read aloud. Prior to approval, the Chairperson will give the Board, staff, and public the opportunity to pull any item for discussion. The remaining Calendar will be acted upon. Any pulled items will then be heard and acted upon individually.

8.1 CONSENT MATTERS GENERAL FUND

- a. Ratification of Claims for May 2022 (pg. 20)
- b. Budget Status Report for May 2022 (pg. 21-23)
- c. Revenue Report for May 2022 (pg. 24)

8.2 OLLAD CONSENT MATTERS

- a. Ratification of Claims for May 2022 (pg. 25-26)
- b. Budget Status Report for May 2022 (pg. 27-28)

8.3 KENNETH GROVE CONSENT MATTERS

- a. Ratification of Claims for May 2022 (pg. 29)
- b. Budget Status Report for May 2022 (pg. 30)

9. NON-CONSENT MATTERS GENERAL FUND

No Report

10. **STANDING COMMITTEE REPORTS**

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

11. **ADMINISTRATOR’S REPORT**

- a. Monthly Activity Report – June 2022 (pg. 31-37)

12. **UNFINISHED BUSINESS**

13. **NEW BUSINESS**

- a. Approval of the Letter of Engagement from Auditor Larry Bain for the fiscal year 2021/22 audit in the amount not to exceed \$9,900 (pg. 38-42)
- b. Approval of the agreement with *Terror In The Night Halloween Productions* to hold the *Cemetarium Haunted House* at the Orangevale Community Center Park from October 21-31, 2022 (pg. 43-59)
- c. Update on Board of Directors election timeline (verbal)
- d. Update on Swimming Pool Project (verbal)
- e. Update on Roadway/Trail Project (verbal)
- f. Update on Arcade Cripple Creek Trail Project (verbal)

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

15. **ITEMS FOR NEXT AGENDA**

16. **ADJOURNMENT**

NOTICE:

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

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

Directors can be reached at: director@ovparks.com

Sharon Brunberg

Manie Meraz

Lisa Montes

Arica Presinal

Mike Stickney

ORANGEVALE RECREATION & PARK DISTRICT

Minutes of Special Meeting of Board of Directors May 4, 2022

A Special Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on May 4, 2022, at the District Office. Director Stickney called the meeting to order at 6:30 p.m.

Directors present: Stickney, Meraz, Brunberg, Montes
Directors absent: None
Staff present: Barry Ross, District Administrator
Jennifer Von Aesch, Finance/HR Superintendent

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

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

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

6. **NEW BUSINESS**
 - a) Presentations from Board Director candidates, questions & answers, and appointment of a new Director (pg. 1-27):
Each candidate will be given five minutes to address the Board and explain why they are interested and qualified to represent OVparks as a Director of the Board. They will also be asked six qualifying questions along with other questions as desired by the Board. At the end of the interviews, the Board of Directors will vote to appoint a new Board Director. A quorum of three is required to select and swear in the new appointed Director. The new Director will be sworn in tonight and attend the next Board Meeting on Thursday, May 12, 2022.

The candidates were informed the District has thirteen employees, however, the Board of Directors works predominately with the District Administrator. The Board of Directors does not involve themselves with the daily operations within the District. The OVparks staff and the District Administrator Ross are quite talented and demonstrated creativity working diligently throughout the Covid 19 Pandemic.

All candidates provided responses to six interview questions given. Candidates were interviewed in the following order:

Jay Martinez

Arica Presinal

Lyle Morgan

Jessie Romine

Cindy Ihm

Sharon Mueller

MOTION #2

On a motion by Director Brunberg, seconded by Director Montes, the appointment of Arica Presinal as Board Director was approved by a vote of 3-0-1 with Directors Brunberg, Meraz, and Montes voting Aye. There were no Nays. Director Stickney abstained.

- b) Oath of Office for newly appointed Board Director
Admin Ross conducted the Oath of Office to appoint Arica Presinal to the position of Board of Director.

14. DIRECTOR AND STAFF COMMENTS

Directors Montes, Meraz, Brunberg and Stickney welcomed Arica Presinal to the District Board of Directors and look forward to working with her and extended appreciation to all candidates for applying for the Director position and participating in the interview process.

15. ITEMS FOR NEXT AGENDA

- a) Personnel Policies & Procedures Manual Update

16. ADJOURNMENT

MOTION #3

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 8:24 p.m. On a motion by Director Montes, seconded by Director Brunberg, the adjournment was approved by a vote of 5-0-0 with Directors Montes, Brunberg, Stickney, Presinal, and Meraz voting Aye. There were no Nays or Abstentions.

Mike Stickney, Chairperson

ORANGEVALE RECREATION & PARK DISTRICT

Minutes of Meeting of Board of Directors May 12, 2022

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on May 12, 2022, at the District Office. Director Stickney called the meeting to order at 6:30 p.m.

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

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was conducted.
4. **APPROVAL OF AGENDA**
MOTION #1 On a motion by Director Brunberg, seconded by Director Stickney, the agenda was approved by a vote of 4-0-0 with Directors Stickney, Brunberg, Meraz, and Presinal voting Aye. There were no Nays and no abstentions. Director Montes was absent.
5. **PUBLIC DISCUSSION** No one wished to address the Board during public discussion.
6. **MINUTES**
MOTION #2
 - a) Approval of Minutes of April 14, 2022 (pg. 1-9): On a motion by Director Brunberg seconded by Director Meraz, the minutes were approved by a vote of 3-0-1 with Directors Stickney, Brunberg, and Meraz voting Aye. There were no Nays. Director Presinal abstained. Director Montes was absent.
7. **CORRESPONDENCE**
 - a) A complimentary email from a Creek Week volunteer. (pg. 10): Admin Ross advised of a complimentary email received regarding the Creek Week from a volunteer who participated with his son and grandson.
 - b) Advertisements from an April issue of the Orangevale View that promotes the Summer Activity Guide and select upcoming programs. (pg. 11): Programs and special events were recently advertised to promote the OVparks Summer Activity Guide.
 - c) Announcements from an April issue of the Orangevale View for summer job openings and an opening on our Board of Directors. (pg. 12): Job openings for the summer seasonal programming and

the open position on the OVparks Board of Directors were advertised in the Orangevale View. Recreation Coordinator Nadia Roberts has received several applications for Summer Rec'ing Crew staffing. Supervisor Bain is currently accepting applications for aquatic staff. If additional lifeguards are not acquired, public swim availability may be limited. Admin Ross welcomed Director Presinal, recently appointed to the open position with the Board of Directors. Director Presinal advised she had applied to the position upon seeing the Board of Directors opening advertised in the Orangevale View.

- d) An article from an April issue of the Orangevale View about the history of OVparks submitted by the Orangevale History Project. (pg. 13): Admin Ross shared an article published in the Orangevale View regarding the history of OVparks.
- e) A letter of thanks to staff from a satisfied renter of the Community Center. (pg. 14): Admin Ross shared a letter received from a recent facilities renter expressing appreciation to Admin Clerk Christina Kelley and Custodian/Host II Danny Rodriguez.

8. CONSENT CALENDAR

MOTION #3

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

8.1. CONSENT MATTERS GENERAL FUND

- a) Ratification of Claims for April 2022 (pg. 15-16)
- b) Budget Status Report for April 2022 (pg. 17-19)
- c) Revenue Report for April 2022 (pg. 20)

8.2. OLLAD CONSENT MATTERS

- a) Ratification of Claims for April 2022 (pg. 21-22)
- b) Budget Status Report for April 2022 (pg. 23-24)

8.3. KENNETH GROVE CONSENT MATTERS

- a) Ratification of Claims for April 2022 (pg. 25)
- b) Budget Status Report for April 2022 (pg. 26)

9. NON-CONSENT MATTERS GENERAL FUND

MOTION #4

- a) Ratification of Claims for April 2022 (pg. 27)

On a motion by Director Brunberg, seconded by Director Meraz, the Ratification of Claims for April 2022 was approved by a vote of 4-0-0 with Directors Stickney, Presinal, Meraz, and Brunberg voting Aye. There were no Nays or Abstentions. Director Montes was absent.

10. STANDING COMMITTEE REPORTS

- a) Administration and Finance: This committee is scheduled to meet on Wed., May 18 at 10am.
- b) Maintenance and Operation: No report.
- c) Recreation Committee: No report.
- d) Personnel & Policy: No report.
- e) Government: No report.
- f) Planning Committee: No report.
- g) Trails Committee: Trails Committee: No report.
- h) Ad Hoc: No report.

11. ADMINISTRATOR'S REPORT

- a) Monthly Activity Report – April 2022 (pg. 28-35): Admin Ross advised the Spring Craft Fair held May 6th and 7th was well attended and received positive feedback regarding the event. In the absence of Supt. Oropeza, Admin Ross advised of ongoing maintenance. Graffiti and vandalism continue to be an ongoing issue. Admin Ross has contacted MaryAnne Povey to discuss the potential to do a broadcast on Orangevale Live to provide public awareness. Kim Bayne from the Orangevale Chamber of Commerce advised Admin Ross of meetings held the first Wednesday of every month with representatives from the Sacramento County Sheriff's Department and District Attorney's office to discuss crime and crime patterns and ways to address crime issues. Admin Ross will plan to start attending those meetings. Fulton-El Camino Police report was discussed. Admin Ross shared photos from the OVparks Open House held on April 23rd.

Recreation Supervisor Jason Bain advised the Open House held in April was quite successful. May revenue projections have been greatly exceeded. San Juan Unified School District will be offering their own programming rather than the voucher program utilized during Summer 2021. TigerSharks have two hundred and fifty currently enrolled. Private Swim Lessons are full as well as several of the Session 1 group sessions.

12. UNFINISHED BUSINESS

- a) Addressing the increase in vandalism in our parks. Admin Ross advised of multiple instances of graffiti and broken plumbing at the restrooms at the Orangevale Community Park.

13. NEW BUSINESS

MOTION #5

- a) Approval of Resolution 22-05-685 Resolution of Intention to Levy Assessments for Fiscal Year 2022-23, Preliminarily Approving Engineer’s Report, and Providing for Notice of Hearing for the Orangevale Landscaping and Lighting Assessment District (OLLAD) (pg. 36-91):
Admin Ross advised the resolution will be published in the Citrus Heights Messenger and the Orangevale View to meet circulation specifications required for public notification. Upon BOD approval, Susan Barnes from SCI will submit the resolution for publication. Admin Ross to make correction to page 41 to include recently appointed Director Presinal.

On a motion by Director Brunberg, seconded by Director Stickney, the Resolution 22-05-685 Resolution of Intention to Levy Assessments for Fiscal Year 2022-23, Preliminarily Approving Engineer’s Report, and Providing for Notice of Hearing for the Orangevale Landscaping and Lighting Assessment District (OLLAD) was approved by a vote of 4-0-0 with Directors Stickney, Meraz, Brunberg, & Presinal voting Aye. There were no Nays or Abstentions. Director Montes was absent.

MOTION #6

- b) Approval of Resolution 22-05-686 Resolution of Intention to Levy Assessments for Fiscal Year 2022-23, Preliminarily Approving Engineer’s Report, and Providing for Notice of Hearing for the Kenneth Grove Landscaping and Lighting Assessment District (pg. 92-113):
Admin Stickney summarized the resolution and the process necessary to continue the assessment for fiscal year 2022-23.

On a motion by Director Brunberg, seconded by Director Stickney, the Resolution 22-05-686 Resolution of Intention to Levy Assessments for Fiscal Year 2022-23, Preliminarily Approving Engineer’s Report, and Providing for Notice of Hearing for the Kenneth Grove Landscaping and Lighting Assessment District, was approved by a vote of 4-0-0 with Directors Stickney, Meraz, Brunberg, & Presinal voting Aye. There were no Nays or Abstentions. Director Montes was absent.

MOTION #7

- c) Approve the agreement with MTW Group for the landscape architectural services to include the surveying, design, documenting, bid negotiation, and construction administration of the road and pedestrian walkway project at Orangevale Community Center Park in the amount of \$23.130 (pg.114-126):
The District has been awarded \$198,708 from California State Parks Prop 68 Per Capita Grant. The District’s mandatory minimum match is \$49,677 for a total project budget of \$248,385. Any project costs above \$248,385 will be the obligation of the District to pay.

The Board agreed to use this grant funding to help pay for projects identified in the Park Master Plan for Orangevale Community Center Park. The agreed upon projects are a roadway that connects the north parking lot of the Community Center with the parking lot of the new property (formerly the Regency Church) to the north, and sections of the proposed walking trails that will help connect the properties. The District has been working closely with MTW Group throughout the Park Master Plan process. MTW Group created our drawings for the future park facilities and designs, and it is important to retain continuity gained by their existing experience and knowledge of this project.

On a motion by Director Brunberg seconded by Director Meraz, the agreement with MTW Group for the landscape architectural services to include the surveying, design, documenting, bid negotiation, and construction administration of the road and pedestrian walkway project at Orangevale Community Center Park in the amount of \$23,130 was approved by a vote of 4-0-0 with Directors Stickney, Presinal, Brunberg, and Meraz voting Aye. There were no Nays or Abstentions. Director Montes was absent.

- d) Update on the Roadway/Trail project at Orangevale Community Center Park (verbal): Admin Ross provided this information as a part of agenda item 13c.
- e) Update on the Orangevale Swimming Pool repair project (pg. 127): Admin Ross has been in contact with Aquatic Design Group to finalize agreements and timelines for this project. Construction could potentially begin in November or December 2022. Project estimated to be completed within two to four months. The new pump is due to arrive the first week in June.
- f) Board elections information for 2022 (pg. 128-130): Admin Ross provided dates and information for the three Board members up for reelection. Board members will be required to submit application along with a \$200 fee at the registrar's office at Sacramento County beginning July 18th for the 2022 election. Candidate statement cost is incurred by the candidate. If the board member is uncontested, no election fees will be incurred since ballot placement is not required.
- g) Personnel Policy & Procedures Manual (verbal): The Personnel Policy Manual has been submitted to the District's attorney for review and revisions at which time a Personnel & Policy Committee meeting will be scheduled to review.
- h) Big Day of Service update (verbal): Admin Ross advised the Big Day of Service will be held on Saturday, May 21st at the

.Orangevale Community Center Park. Projects include spreading new tan bark throughout the park; painting the Youth Center building; painting the curbs; painting the storage containers; adding infield mix to the ball diamonds and grading the infields; and tree planting. Community volunteers (including groups of volunteers from Rotary, Kiwanis, and the Church of Latter Day Saints) will be on hand to assist with the completion of the projects. Thank you to Easy Stumps for assisting with the delivery of the tan bark. Parks Maintenance employee Nelson Kirk has been a valuable asset in coordinating the tree planting project. To volunteer, register at bigdayofservice.com.

- i) Outdoor Fitness Equipment update (verbal): The equipment has been installed at the Orangevale Community Park with the assistance of Orangevale Rotary volunteers along with several OVparks Parks Maintenance employees. Director Stickney recommended distance markers be placed throughout the trails in the parks. Admin Ross to submit information and photos to the Orangevale View and to recognize the Rotary for their contribution to the project. Fred DeLeon, personal fitness trainer, provided some video on proper usage of the equipment to be available on the OVparks website.

14. DIRECTOR AND STAFF COMMENTS

Admin Ross mentioned OVparks Open House was quite successful. Thank you to all staff involved in preparation for the event. Appreciation to the Admin team in processing the registrations.

Supervisor Woodford advised summer sports camps and youth pickleball are quite popular for enrollment.

Director Brunberg extended appreciation to the OVparks staff for all their hard work.

Director Stickney mentioned the parks are looking good. He will not attend the next board meeting on June 9th.

Director Presinal thanked the Board of Directors for their assistance and the ease of transition onto the Board.

15. ITEMS FOR NEXT AGENDA

a) Public Hearing: Orangevale Landscaping and Lighting Assessment District (OLLAD)

b) Public Hearing: Kenneth Grove Landscaping and Lighting Assessment District

c) Resolution adopting the Orangevale Recreation & Park District Preliminary Budget for Fiscal Year 2022-23

16. ADJOURNMENT

MOTION #8

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 8:03 p.m. On a motion by Director Brunberg, seconded by Director Stickney, the adjournment was approved by a vote of 4-0-0 with Directors Stickney, Brunberg, Meraz, and Presinal voting Aye. There were no Nays or Abstentions. Director Montes was absent.

Mike Stickney, Chairperson

ORANGEVALE RECREATION & PARK DISTRICT

Minutes of Meeting of Board of Directors June 9, 2022

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on June 9, 2022, at the District Office. Director Montes called the meeting to order at 6:30 p.m.

Directors present: Brunberg, Montes, Presinal
Directors absent: Stickney, Meraz
Staff present: Jennifer Von Aesch, Finance/HR Superintendent
Horacio Oropeza, Park Superintendent

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

4. **APPROVAL OF AGENDA**
MOTION #1 On a motion by Director Brunberg, seconded by Director Presinal, the agenda, with Items 6a, 6b, 13h, and 13i tabled until the next Board of Directors meeting, was approved by a vote of 3-0-0 with Directors Brunberg, Montes, and Presinal voting Aye. There were no Nays or Abstentions. Directors Stickney and Meraz were absent.

5. **PUBLIC DISCUSSION** Community member Richard LaTour inquired of property tax increases for improving park services. Director Montes advised of recurring OLLAD fees, which have not increased, are placed on the agenda for approval annually.

6. **MINUTES**
 - a) Approval of Minutes of Special Meeting on May 4, 2022 (pg. 1-2):
To be addressed at the July 2022 BOD meeting.
 - b) Approval of Minutes of Regular Meeting on May 12, 2022 (pg. 3-9):
To be addressed at the July 2022 BOD meeting.

7. **CORRESPONDENCE**
 - a) Back cover Ad in the Orangevale View promoting summer programs (pg. 10)
 - b) Public Notice in the Orangevale View announcing OVparks resolutions to intend to levy assessments in fiscal year 2022-23 and preliminarily approve the engineers reports for OLLAD and Kenneth Grove assessment districts (pg. 11)
 - c) Results of election for Representative of Treasury Oversight Committee for Special Districts (pg. 12)

8. CONSENT CALENDAR No Report.
- 8.1. CONSENT MATTERS GENERAL FUND No Report.
- 8.2. OLLAD CONSENT MATTERS No Report.
- 8.3. KENNETH GROVE CONSENT MATTERS No Report.
9. NON-CONSENT MATTERS GENERAL FUND No Report.
10. STANDING COMMITTEE REPORTS
- a) Administration and Finance: Recap of the May 18, 2022, meeting (pg. 13-14): Supt. Von Aesch advised all details were provided in the minutes from the meeting.
 - b) Maintenance and Operation: No report.
 - c) Recreation Committee: No report.
 - d) Personnel & Policy: No report.
 - e) Government: No report.
 - f) Planning Committee: No report.
 - g) Trails Committee: Trails Committee: No report.
 - h) Ad Hoc: No report.
11. ADMINISTRATOR'S REPORT
- a) Monthly Activity Report – May 2022 (pg. 15-22): Park Supt. Oropeza shared appreciation to staff, community members and organizers that participated in the Big Day of Service event. He also provided an update on the community pool repairs. Motor and VFD parts have arrived. The control timer has been ordered and will be installed upon receipt.

12. UNFINISHED BUSINESS

None discussed.

13. NEW BUSINESS

MOTION #2

a) Approval of Resolution 22-06-687, Resolution Adopting the Orangevale Recreation and Park District Preliminary Budget for the General Fund for Fiscal Year 2022/23 (pg. 23-39):
On a motion by Director Brunberg, seconded by Director Presinal, Resolution 22-06-687, Resolution Adopting the Orangevale Recreation and Park District Preliminary Budget for the General Fund for Fiscal Year 2022/23, was approved by a vote of 3-0-0 with Directors Brunberg, Montes, & Presinal voting Aye. There were no Nays or Abstentions. Directors Stickney and Meraz were absent.

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

These public hearings are to approve the Engineer's Reports and assessments for the Orangevale Landscaping and Lighting Assessment District (OLLAD) and the Kenneth Grove Assessment District for fiscal year 2022-23.

Public hearings give members of the public another opportunity to provide any additional input or comments to the District about these assessments. After the end of each public hearing, the Board will vote on whether to confirm the Engineer's Report and direct the Auditor of Sacramento County to levy and collect the assessments for fiscal year 2022-23.

No one wished to address the Board about the assessments. The public hearing was closed and Board members voted on each resolution.

MOTION #5

1. Approval of Resolution 22-06-688, Resolution Adopting the Orangevale Landscaping and Lighting Assessment District Preliminary Budget for Fiscal Year 2022/23 (pg. 40-46):
On a motion by Director Brunberg, seconded by Director Presinal, Resolution 22-06-688, Resolution Adopting the Orangevale Landscaping and Lighting Assessment District Preliminary Budget for Fiscal Year 2022/23 was approved by a vote of 3-0-0 with Directors Brunberg, Montes, & Presinal voting Aye. There were no Nays or Abstentions. Directors Stickney and Meraz were absent.

MOTION #3

2. Approval of Resolution 22-06-689, Resolution Approving the Engineer's Report, Confirming the Diagram and Assessment, and Ordering the Levy of Assessment for Fiscal Year 2022/23 for the Orangevale Landscaping and Lighting Assessment District (OLLAD) (pg. 47-102):

On a motion by Director Brunberg seconded by Director Presinal, Resolution 22-06-689, Resolution Approving the Engineer's Report, Confirming the Diagram and Assessment, and Ordering the Levy of Assessment for Fiscal Year 2022/23 for the Orangevale Landscaping and Lighting Assessment District (OLLAD) was approved by a vote of 3-0-0 with Directors Brunberg, Montes, & Presinal voting Aye. There were no Nays or Abstentions. Directors Stickney and Meraz were absent.

- c) Public Hearing: Kenneth Grove Landscaping and Lighting Assessment District - Susan Barnes of SCI Consulting Group: These public hearings are to approve the Engineer's Reports and assessments for the Orangevale Landscaping and Lighting Assessment District (OLLAD) and the Kenneth Grove Assessment District for fiscal year 2022-23.

Public hearings give members of the public another opportunity to provide any additional input or comments to the District about these assessments. After the end of each public hearing, the Board will vote on whether to confirm the Engineer's Report and direct the Auditor of Sacramento County to levy and collect the assessments for fiscal year 2022-23.

No one wished to address the Board about the assessments. The public hearing was closed and Board members voted on each resolution.

1. Approval of Resolution 22-06-690, Resolution Adopting the Kenneth Grove Landscaping and Lighting Assessment District Preliminary Budget for Fiscal Year 2022/23 (pg. 103-107):

On a motion by Director Brunberg seconded by Director Presinal, Resolution 22-06-690, Resolution Adopting the Kenneth Grove Landscaping and Lighting Assessment District Preliminary Budget for Fiscal Year 2022/23, was approved by a vote of 3-0-0 with Directors Brunberg, Montes, & Presinal voting Aye. There were no Nays or Abstentions. Directors Stickney and Meraz were absent.

MOTION #6

2. Approval of Resolution 22-06-691, Resolution Approving the Engineer's Report, Confirming the Diagram and Assessment, and Ordering the Levy of Assessment for Fiscal Year 2022/23 for the Kenneth Grove Landscaping and Lighting Assessment District (OLLAD) (pg. 108-130):

On a motion by Director Brunberg seconded by Director Presinal, Resolution 22-06-691, Resolution Approving the Engineer's Report, Confirming the Diagram and Assessment, and Ordering the Levy of Assessment for Fiscal Year 2022/23 for the Kenneth Grove Landscaping and Lighting Assessment District (OLLAD), was approved by a vote of 3-0-0 with Directors

MOTION #4

Brunberg, Montes, & Presinal voting Aye. There were no Nays or Abstentions. Directors Stickney and Meraz were absent.

MOTION #7

- d) Approval of Resolution 22-06-692, Resolution Amending the District Salary Schedule (pg. 131-134):
On a motion by Director Brunberg seconded by Director Presinal, Resolution 22-06-692, Resolution Amending the District Salary Schedule. was approved by a vote of 3-0-0 with Directors Brunberg, Montes, & Presinal voting Aye. There were no Nays or Abstentions. Directors Stickney and Meraz were absent.

MOTION #8

- e) Approval of Resolution 22-06-693, Resolution Allocating Park Development Fees and In-Lieu Fees to District Capital Projects (pg. 135):
On a motion by Director Brunberg seconded by Director Presinal, Resolution 22-06-693, Resolution Allocating Park Development Fees and In-Lieu Fees to District Capital Projects, was approved by a vote of 3-0-0 with Directors Brunberg, Montes, & Presinal voting Aye. There were no Nays or Abstentions. Directors Stickney and Meraz were absent.

MOTION #9

- f) Approval to Enter into an Agreement with SCI Consulting Group to Conduct a Mailed Public Opinion Survey, Proposition 218 Parks Assessment Measure, and Related Consulting Services (pg. 136-146):
The Board and staff have expressed the need for the District to have the funding necessary for ongoing maintenance of our facilities, including construction and maintenance of new facilities that additional funding may help us develop. We wish to be fiscally responsible having the ability to maintain what we currently have and limiting our deferred maintenance. The Orangevale Lighting and Landscaping District (OLLAD) does not have a cost escalator to help keep up with inflation. The OLLAD is a critical funding source for the District, but it will not be enough to sustain our maintenance needs. As we add additional facilities, OLLAD funding will be spread more thinly, and will lead to accrued deferred maintenance.

The District intended to present a funding option for our residents to vote on in 2020. The purpose of the funding is to address construction and maintenance items outlined in the District Master Plan. The COVID-19 pandemic interfered with those plans in 2020. Now in 2022 the District has renewed its research, review, and discussions of our funding options. Professional consultants from SCI Consulting Group (Benefit Assessments) and Isom Advisors (G.O. Bonds) made presentations at our January 13 Board of Directors Meeting. The Finance Committee met on February 2 to review and discuss the funding options. The Board held a Special Meeting on March 3 to discuss these

options further. At the March 17 Board of Directors meeting the Board approved that the District contract with SCI Consulting Group to research the feasibility of a new Benefit Assessment to be presented to property owners of the District.

SCI Consulting Group has provided the District with their proposal and agreement for their services which include: A mailed public opinion survey; a Proposition 218 assessment measure; related consulting services.

Supt. Von Aesch advised that the \$74,400 cost associated with the related consulting services is already allocated in the preliminary budget.

On a motion by Director Brunberg, seconded by Director Presinal, an Agreement with SCI Consulting Group to Conduct a Mailed Public Opinion Survey, Proposition 218 Parks Assessment Measure, and Related Consulting Services, was approved by a vote of 3-0-0 with Directors Brunberg, Montes, & Presinal voting Aye. There were no Nays or Abstentions. Directors Stickney and Meraz were absent. Board of Directors direct Admin Ross to facilitate the agreement.

MOTION #10

- g) Approval of the Rental Application & Agreement for Use of the Shady Oaks Disc Golf Course by the Orangevale Chamber of Commerce for a fun Disc Golf Tournament on Friday, September 16, 2022 (pg. 147-152): The District limits the number of rentals for the Shady Oaks Disc Golf Course to allow for the demand for public play. This one-day rental request will reserve the course from 7:30am – 2:30pm, leaving about six hours of public play available. This fun tournament is for Orangevale business leaders and is being held by the Orangevale Chamber of Commerce. The fee for the event is \$218.

On a motion by Director Brunberg seconded by Director Presinal, the Rental Application & Agreement for Use of the Shady Oaks Disc Golf Course by the Orangevale Chamber of Commerce for a fun Disc Golf Tournament on Friday, September 16, 2022, was approved by a vote of 3-0-0 with Directors Brunberg, Montes, & Presinal voting Aye. There were no Nays or Abstentions. Directors Stickney and Meraz were absent.

- h) Update on Swimming Pool Project (verbal):
To be addressed at the July 2022 BOD meeting.
- i) Update on Roadway/Trail Project (verbal):
To be addressed at the July 2022 BOD meeting.

14. DIRECTOR AND STAFF COMMENTS

Finance/HR Supt. Von Aesch advised that staff training for summer Rec'ing Crew day camp and aquatic staff are currently being conducted.

Parks Supt. Oropeza expressed appreciation to the Parks Maintenance staff in addressing ongoing issues and participation in the Big Day of Service.

Director Montes invited the community to join in the festivities at the Summer Palooza, June 17-19 at the Orangevale Community Park. She extended appreciation to the Parks Maintenance staff for their involvement in the Big Day of Service and the Office Staff for continued efforts throughout the busy summer season.

Director Presinal expressed appreciation to the staff for their efforts in conducting staff training and insuring programming continues to run as planned.

15. ITEMS FOR NEXT AGENDA

a) None discussed.

16. ADJOURNMENT
MOTION #11

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 6:57 p.m. On a motion by Director Brunberg, seconded by Director Presinal, the adjournment was approved by a vote of 3-0-0 with Directors Brunberg, Presinal and Montes, voting Aye. There were no Nays or Abstentions. Directors Stickney and Meraz were absent.

Lisa Montes, Acting Chairperson

ORANGEVALE HAS OUTDOOR FITNESS EQUIPMENT

You now have your own outdoor gym in Orangevale. It is located within Orangevale Community Park near the playground on Oak Ave., and it includes five pieces of fitness equipment from Greenfields Outdoor Fitness. There is a back extension, a vertical press, an upright bike, a sit-up bench, and a tai-chi station. This outdoor gym was made possible by valuable contributions by: OVparks, Rotary Club of Orangevale, California



Parks & Recreation Society, and Greenfields Outdoor Fitness. This is a great place to work towards your fitness goals, so come out and give it a try.



ORANGEVALE VIEW JUNE 10, 2022

TEMPORARY TRAFFIC DELAYS ON JUNE 11TH

Hello Orangevale Residents,

On the morning of JUNE 11h, 2022 your street will experience temporary traffic delays for the Women Veterans Alliance 5K Run Walk Ride. The delays will be from 7:45am - 9 am. Residents will have emergency access when needed. We appreciate your understanding and support of our women that have served our country.

We would love if you could come out and wave it along the 5k run which will begin at 9am at Orangevale Park and will proceed down Filbert Ave and return back to Orangevale Park. The women veterans and other participants I know would love that show of support. From 7-10 am we are having Fun in the Park. For more information regarding this event visit: www.WomenVeterans-FunRun.com.

Traffic Delays: Filbert Ave (Between Oak Ave and Nola Ave), Elm Ave (Between Pecan Ave and Filbert Ave), Pecan Ave (Between Central Ave and Elm Ave), Central Ave (Between Pecan Ave and Filbert Ave).

Very respectfully,
Melissa Washington, Navy Veteran
President and Founder of Women Veterans Alliance

PETACULAR EVENT

PETACULAR EVENT FOR PETS AND THEIR PEOPLE

BOW WOW DAYS has quickly become the go to Orangevale event for all pet lovers. On Saturday, September 24th from 9am – 2pm at the Orangevale Community Park located at 7301 Filbert Ave. this FREE and family fun event will provide many surprises throughout to keep your tails wagging.

Come support a plethora of vendors and non-profit organizations including exclusive event sponsor Friends of Front Street Shelter who will be showcasing some adoptable furry friends who are ready to become part of your forever home. Other organizations will be showcasing some adoptable friends, offering pet education, information, and fun for pets of all kind.

While strolling along with your pet (must be on leash) stop by our event sponsor to sign up for a no obligation quote with State Farm Agent Katie Yount, and for each quote she will be donating \$10 to local shelters. Braces by Dr. Podimore's booth will be the perfect place to show of not only your, but your pet's smile too! You'll also enjoy the live music, delicious food trucks, local crafters, and

businesses who have a thing or two for pets and their humans.

What else can you expect at this PETacular event? Bring a donation of pet food to the Helping Hands OV booth and be entered for the chance to win a \$100 gift card. Throughout the event you will find PURRRRRfect opportunities to support local shelters, rescues, businesses and enter in drawings for prizes to drool over.

Enter your pet in one of the many events for a chance to win some PAWsome prizes. Does your dog have a need for speed? Sign them up for the Chihuahua Races, Weenie Races or Running with the Bull (English or French dogs). Maybe your pet is more of a fashionista? Show off their couture in the costume contest. Does your pet have a special talent and is ready to flaunt their skills? Let your pet do their best to impress our judges. Register for all activities at www.bowwowdays.com

BOW WOW DAYS is produced in partnership with All Events Management Group and Helping Hands OV- Orangevale-Fair Oaks. For more information about the event, please visit www.bowwowdays.com

LEARN & PLAY CRIBBAGE

Cribbage is a fun, fast paced game that will surely keep you on your toes!

**All skill levels

**Learn to play by ACC Rules (American Cribbage Congress)

**Beginner instruction available

**Compete in weekly Cribbage tournaments.

Call 916-212-2465 or 916-768-4452 for more information

Gold Country Cribbers play Thursday afternoons at 1:00 pm at the Moni Gilmore Sr Center, 990 Lassen Lane, El Dorado Hills, CA. 95762

*Advertising in
the Orangevale
View is good for
the community.*

*Call Brad at
916.899.0207
for advertising
opportunities.*

*Send article
& photos and
stories to
editor@ovview.com.*

Spend Your Summer With OVparks!

Rec'ing Crew Summer Day Camp

Ages: 5-12 4 & 5 day options!

Regular Hours: 9:00am-4:00pm Extended Hours: 7:30am-5:30pm

Fees range from \$148-\$243 per child, sibling discounts available!



July 11-15 Happening Habitats - Effie Yeaw Nature Center

July 18-22 Mystery & Myths - Sunsplash - Golfland

July 25-29 Rock 'n' Roll Ranch - Sunrise Rollerland

August 1-5 California Road Trip - Gold Bug Mine



Pee Wee Basketball Grades: K-2nd

M 7/11-8/1 5:30-6:30pm Fee: \$57 / \$60 NR

Top Notch Basketball Training Grades: 3rd-8th

Grades: 3rd-5th 5:30-6:30pm Grades: 6th-8th 6:30-7:30pm

Tu/Th 7/12-8/4 Fee: \$102 / \$105 NR



Tropical Escape

Ages: 50+

Friday, July 15 11:00am-12:15pm

Join OVparks for a Tropical Escape! Enjoy lunch, refreshments, and entertainment. Door prize ticket for every registration!

Fee: \$9 (or \$6 if registered by 7/1)

Upcoming Sports Camps

NAofA In the Net Jr Academy Soccer Camp Ages: 4-6

M-F 7/25-7/29 9:00am-12:00pm Fee: \$156 / \$159 NR

NAofA In the Net Soccer Camp Ages: 7-13

M-F 7/25-7/29 9:00am-12:00pm Fee: \$156 / \$159 NR



NAofA All Sorts of Sports Jr Academy Camp Ages: 4-6

M-F 8/1-8/5 9:00am-12:00pm Fee: \$156 / \$159 NR



NAofA All Sorts of Sports Camp Ages: 7-13

M-F 8/1-8/5 9:00am-12:00pm Fee: \$156 / \$159 NR



Parks Make Life Better!*



Get Connected @ovparks

6826 Hazel Ave, Orangevale

(916) 988-4373 • OVparks.com

GENERAL FUND EXPENDITURES
FOR THE MONTH ENDING
MAY 31, 2022

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906780861	20202100	US BANK NATIONAL ASSOCIAT	BOOKS/PERIODICALS/SUBSCRIPTIONS	132.98
1906780861	20203802	US BANK NATIONAL ASSOCIAT	RECOGNITION ITEMS	68.29
1906780861	20203803	US BANK NATIONAL ASSOCIAT	RECOGNITION EVENTS	58.04
1906783025	20203900	BARRY ROSS	EMPLOYEE TRANSPORTATION	29.13
1906783026	20203900	ANDREW GROSS	EMPLOYEE TRANSPORTATION	33.35
1906783027	20203900	SUSAN MYREN	EMPLOYEE TRANSPORTATION	134.32
1906785357	20203900	MEGAN BRENNAN	EMPLOYEE TRANSPORTATION	10.59
				207.39
1906783006	20207600	BURKETTS OFFICE SUPPLY IN	OFFICE SUPPLIES	281.79
1906783012	20208500	PRINT PROJECT MANAGERS IN	PRINTING SERVICES	7,275.00
1906782764	20219700	AT&T	TELEPHONE SERVICES	22.90
1906782763	20219700	SPRINT P C S	TELEPHONE SERVICES	28.71
1906785293	20219700	COMCAST	TELEPHONE SERVICES	619.14
1906785317	20219700	AT&T	TELEPHONE SERVICES	20.67
1906786847	20219700	COMCAST	TELEPHONE SERVICES	344.04
				1,035.46
1906783011	20257100	XIPHOS CORPORATION	SECURITY SERVICES	504.00
1906787170	20259100	KENNETH BENEDICT	OTHER PROFESSIONAL SERVICES	200.00
1906787171	20259101	N3X MSP INC	IT SERVICES	580.00
1906787171	20281202	N3X MSP INC	SOFTWARE	242.24
1906780865	20285100	BRENDAN CHASE	RECREATIONAL SERVICES	1,000.00
1906780866	20285100	BRIAN JENSEN	RECREATIONAL SERVICES	800.00
1906780861	20285100	US BANK NATIONAL ASSOCIAT	RECREATIONAL SERVICES	574.00
1906783008	20285100	ALISON LLOYD	RECREATIONAL SERVICES	376.20
1906783009	20285100	ADRIAAN JANSEN VAN VUUREN	RECREATIONAL SERVICES	1,285.75
1906783010	20285100	STEVEN MIRANDA	RECREATIONAL SERVICES	965.25
1906783013	20285100	RESCUE TRAINING INSTITUTE	RECREATIONAL SERVICES	171.50
1906783014	20285100	CORDOVA RECREATION & PARK	RECREATIONAL SERVICES	178.50
1906783017	20285100	CIVICPLUS INC	RECREATIONAL SERVICES	8,880.38
1906783022	20285100	TERRY HOWARD	RECREATIONAL SERVICES	1,008.00
1906783015	20285100	CARMICHAEL RECREATION & P	RECREATIONAL SERVICES	11,358.64
1906783018	20285100	GREATER SACRAMENTO INVEST	RECREATIONAL SERVICES	1,636.05
1906783020	20285100	ALLGOOD DRIVING SCHOOL	RECREATIONAL SERVICES	98.60
1906783023	20285100	STEPHANIE TADLOCK	RECREATIONAL SERVICES	147.00
1906787169	20285100	GAIL KENNEY	RECREATIONAL SERVICES	567.00
1906787172	20285100	NATIONAL ACADEMY OF ATHLE	RECREATIONAL SERVICES	1,293.00
				30,339.87
1906780861	20285200	US BANK NATIONAL ASSOCIAT	RECREATIONAL SUPPLIES	1,231.22
1906785324	20285200	NADIA ROBERTS	RECREATIONAL SUPPLIES	97.43
1906787174	20285200	CAPITAL ONE NA	RECREATIONAL SUPPLIES	4.48
				1,333.13
110625391	20296200	SACRAMENTO COUNTY PARKING	QR BILLING APR-2022 ORANGEVALE R	7.00
1906780864	30322000	C I T TECHNOLOGY FIN SERV	BOND LOAN REDEMPTION	429.93
1906783007	50557100	STATE OF CALIFORNIA	FINGERPRINT SERVICES	32.00

ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2021/2022
MAY 2022

Account Number	Expenditure Account	Budgeted 2021/2022	Current Expenditures	Expenditures to Date	Funds Available	% Left
1000	SALARIES & EMPLOYEE BENEFITS					
10111000	Salaries & Wages, Regular	830,000.00	64,054.00	756,710.00	73,290.00	9%
10112100	Salaries & Wages, Extra Help	403,000.00	20,772.10	291,950.73	111,049.27	28%
10112400	Salaries, Board members	12,000.00	500.00	6,700.00	5,300.00	44%
10121000	Retirement	260,000.00	20,192.12	238,220.12	21,779.88	8%
10122000	Social Security	85,000.00	6,470.93	80,138.25	4,861.75	6%
10123000	Group Insurance	248,000.00	21,028.68	222,426.54	25,573.46	10%
10124000	Worker's Comp. Ins	46,000.00		40,918.72	5,081.28	11%
10125000	Unemployment Insurance	20,000.00	350.20	9,064.60	10,935.40	55%
10128000	Health Care/Retirees	0.00		-	0.00	#DIV/0!
	<i>SUB-TOTAL</i>	1,904,000.00	133,368.03	1,646,128.96	257,871.04	14%
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	2,300.00		-	2,300.00	100%
20202100	Books/Periodicals/Subscrip	2,000.00	132.98	1,684.78	315.22	16%
20202900	Business/Conference Expense	4,500.00		2,095.00	2,405.00	53%
20203500	Education/Training Serv.	4,000.00		-	4,000.00	100%
20203600	Education /Training Supplies	500.00		-	500.00	100%
20203700	Tuition Reimbursement	500.00		-	500.00	100%
20203800	Employee Recognition	2,300.00		1,568.68	731.32	32%
20203802	Recognition Items	500.00	68.29	68.29	431.71	86%
20203803	Recognition Events	500.00	58.04	58.04	441.96	88%
20203900	Employee Transportation	2,700.00	207.39	1,937.86	762.14	28%
20205100	Liability Insurance	86,000.00		98,008.00	(12,008.00)	-14%
20205500	Rental Insurance	4,000.00		623.92	3,376.08	84%
20206100	Membership Dues	11,000.00		12,358.19	(1,358.19)	-12%
20207600	Office Supplies	8,000.00	281.79	4,808.71	3,191.29	40%
20207602	Signs	500.00		-	500.00	100%
20207603	Keys	350.00		-	350.00	100%
20208100	Postal Services	7,500.00		4,247.87	3,252.13	43%
20208102	Stamps	2,500.00		992.00	1,508.00	60%
20208500	Printing Services	26,000.00	7,275.00	7,275.00	18,725.00	72%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20210400	Agricultural/Horticultural Supply	1,000.00		-	1,000.00	100%
20211200	Building Maint. Supplies	500.00		-	500.00	100%
20212200	Chemicals	500.00		-	500.00	100%
20213100	Electrical Maint. Service	400.00		-	400.00	100%
20213200	Electrical Maint. Supplies	500.00		-	500.00	100%
20214100	Land Improv. Maint. Services	500.00		(3,125.00)	3,625.00	725%
20214200	Land Improv. Maint. Supplies	500.00		-	500.00	100%
20215100	Mechanical System Maint. Ser	500.00		-	500.00	100%
20215200	Mechanical System Maint. Sup	500.00		-	500.00	100%
20216200	Painting Supplies	500.00		-	500.00	100%
20216700	Plumbing Maint. Service	400.00		-	400.00	100%
20216800	Plumbing Maint. Supplies	500.00		-	500.00	100%
20218100	Irrigation Services	500.00		-	500.00	100%

Account Number	Expenditure Account	Budgeted 2021/2022	Current Expenditures	Expenditures to Date	Funds Available	% Left
20218200	Irrigation Supplies	500.00		-	500.00	100%
20218500	Permit Charges	3,000.00		-	3,000.00	100%
20219100	Electricity	500.00		-	500.00	100%
20219200	Natural Gas / LPG/ Fuel Oil	500.00		-	500.00	100%
20219300	Refuse Collection / Disposal Service	500.00		-	500.00	100%
20219500	Sewage Disposal Service	500.00		-	500.00	100%
20219700	Telephone Service	13,000.00	1,035.46	11,049.33	1,950.67	15%
20219800	Water	1,000.00		-	1,000.00	100%
20219900	Telephone System Maint.	500.00		-	500.00	100%
20220500	Automotive Maint. Service	500.00		-	500.00	100%
20220600	Automotive Maint. Supplies	500.00		-	500.00	100%
20221200	Construction Equip Maint Sup	500.00		-	500.00	100%
20222600	Expendable Tools	500.00		-	500.00	100%
20223600	Fuel & Lubricants	500.00		-	500.00	100%
20226100	Office Equip Maint Service	1,000.00		-	1,000.00	100%
20226200	Office Equip Maint Supplies	4,000.00		1,801.81	2,198.19	55%
20227500	Rents/Leases Equipment	500.00		-	500.00	100%
20228100	Shop Equip Maint Service	500.00		-	500.00	100%
20228200	Shop Equip Maint Supplies	500.00		-	500.00	100%
20229100	Other Equip Maint Service	500.00		-	500.00	100%
20229200	Other Equip Maint Supplies	500.00		-	500.00	100%
20231400	Clothing/Personal Supplies	2,000.00		927.19	1,072.81	54%
20232100	Custodial Services	1,000.00		-	1,000.00	100%
20232200	Custodial Supplies	1,000.00		-	1,000.00	100%
20244300	Medical Services	200.00		-	200.00	100%
20250500	Accounting Services	8,000.00		5,375.60	2,624.40	33%
20250700	Assessment/Collection Service	19,500.00		18,848.48	651.52	3%
20252500	Engineering Services	6,000.00		-	6,000.00	100%
20253100	Legal Services	20,000.00		-	20,000.00	100%
20256200	Transcribing Services	0.00		-	0.00	#DIV/0!
20257100	Security Services	5,000.00	504.00	2,300.50	2,699.50	54%
20259100	Other Professional Services	23,000.00	200.00	5,216.76	17,783.24	77%
20259101	Computer Consultants	8,300.00	580.00	5,150.00	3,150.00	38%
20281201	PC Hardware	8,000.00		2,678.40	5,321.60	67%
20281202	PC Software	8,000.00	242.24	2,286.24	5,713.76	71%
20281203	PC Supplies	2,000.00		200.00	1,800.00	90%
20281900	Elections	0.00		-	0.00	#DIV/0!
20285100	Recreational Services	170,000.00	30,339.87	145,600.04	24,399.96	14%
20285200	Recreational Supplies	37,000.00	1,333.13	32,714.73	4,285.27	12%
20289800	Other Operating Exp - Supplies	2,000.00		27.00	1,973.00	99%
20289900	Other Operating Exp - Services	2,000.00		-	2,000.00	100%
20291100	System Development Services	3,000.00		2,963.49	36.51	1%
20296200	GS Parking Charges	200.00	7.00	146.00	54.00	27%
	SUB-TOTAL	529,150.00	42,265.19	369,886.91	159,263.09	30%
3000	OTHER CHARGES					
30321000	Interest Expense	40,000.00		33,864.31	6,135.69	15%
30322000	Bond/Loan Redemption	112,000.00	429.93	115,489.81	(3,489.81)	-3%
30345000	Taxes/Licenses/Assess Trans	1,600.00		1,134.76	465.24	29%
	SUB-TOTAL	153,600.00	429.93	150,488.88	3,111.12	2%

Account Number	Expenditure Account	Budgeted 2021/2022	Current Expenditures	Expenditures to Date	Funds Available	% Left
4000	FIXED ASSETS					
41410100	Land	10,000.00		1,350.00	8,650.00	
42420200	Struc. & Improvements	80,000.00		-	80,000.00	100%
43430300	Vehicles/Equipment	30,000.00		-	30,000.00	100%
	SUB-TOTAL	120,000.00	-	1,350.00	118,650.00	99%
5000	INTERFUND CHARGES					
50557100	Fingerprinting Service	2,800.00	32.00	864.00	1,936.00	69%
	SUB-TOTAL	2,800.00	32.00	864.00	1,936.00	69%
79790100	<i>Contingency Appropriations</i>	0.00		-	0.00	0%
	<i>Deposit into Reserves</i>	0.00		-	0.00	0%
	GRAND TOTAL	2,709,550.00	176,095.15	2,168,718.75	540,831.25	20%

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
REVENUE STATEMENT
FISCAL YEAR 2021/2022
MAY 2022**

Account Number	Revenue Account	2021/2022 Budgeted Revenue	Realized This Period	Collection YTD Balance	YTD Uncollected Balance	% Collected
91910100	Prop. Taxes - Current Secured	1,473,077		1,498,452.26	-25,375.26	101.72%
91910200	Prop. Taxes - Current Unsecured	54,400		52,632.72	1,767.28	96.75%
91910300	Supplemental Taxes Current	37,000	7,553.44	45,917.98	-8,917.98	124.10%
91910400	Prop. Taxes Sec. Delinquent	12,605		10,831.80	1,773.20	85.93%
91910500	Prop. Taxes Supp. Delinq.	1,945		1,939.90	5.10	99.74%
91910600	Unitary Current Secured	14,246		14,483.30	-237.30	101.67%
91910800	Prior Year Supple-Delinq	-		0.00	0.00	
91910900	Education Rev. Augment. Fund	-		0.00	0.00	
91911000	Prop. Tax - Sec. Delinq. Roll	-		0.00	0.00	
91912000	Prop. Tax - Sec. Redemption	109		139.63	-30.63	
91913000	Prop. Tax Prior - Unsecured	1,105		938.48	166.52	84.93%
91914000	Penalty Costs - Prop. Tax	349		496.07	-147.07	142.14%
91919900	Taxes - Other	-		0.00	0.00	
	<i>SUB-TOTAL TAXES 9100</i>	<i>1,594,836</i>	<i>7,553.44</i>	<i>1,625,832.14</i>	<i>-30,996.14</i>	<i>101.94%</i>
94941000	Interest Income	14,000		3,335.00	10,665.00	23.82%
94942900	Building Rental Other	70,000	13,281.76	139,740.32	-69,740.32	199.63%
94943900	Cell Tower Leases	48,500	3,958.17	43,346.73	5,153.27	89.37%
94944800	Rec.Concessions Final 9	21,000	4,708.57	22,866.17	-1,866.17	108.89%
94945900	Other Vending Devices	-		0.00	0.00	
94949000	Concessions - Other	-		0.00	0.00	
95952200	Homeowner Prop. Tax Relief	15,000	4,499.74	10,927.94	4,072.06	72.85%
95952900	In-Lieu Taxes	-		40,012.09	-40,012.09	
95959504	Fiscal Relief for Independent Specia	-		250,009.00	-250,009.00	
95956900	State Aid - Other Misc. Programs	-		0.00	0.00	
96963313	Miscellaneous Fees	1,000	20.00	2,882.19	-1,882.19	288.22%
96964600	Recreation Service Charges	450,000	181,811.57	521,566.61	-71,566.61	115.90%
96969700	Security Services	2,000		352.00	1,648.00	17.60%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	1,700		2,951.00	-1,251.00	
97973200	Recreation Contributions	-		0.00	0.00	
97973300	Orangevale Clubs	-		0.00	0.00	
97974000	Insurance Proceeds	1,600		532.00	1,068.00	33.25%
97979000	Revenue - Other	1,700		452.68	1,247.32	26.63%
	<i>SUB-TOTAL OTHER MISC. INCOI</i>	<i>626,500</i>	<i>208,279.81</i>	<i>1,038,973.73</i>	<i>-412,473.73</i>	<i>165.84%</i>
	<i>TOTAL BUDGET AMOUNT</i>	<i>2,221,336</i>	<i>215,833.25</i>	<i>2,664,805.87</i>	<i>-443,469.87</i>	<i>119.96%</i>

OLLAD EXPENDITURES
FOR THE MONTH ENDING
MAY 31, 2022

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906783006	20207600	BURKETTS OFFICE SUPPLY IN	OFFICE SUPPLIES	12.93
1906786850	20210300	NORTHERN CALIFORNIA INALL	AGRICULTURAL/HORTICULTURAL SERV	487.50
1906785192	20211200	AMERICAN RIVER ACE HARDWA	BUILDING MAINTENANCE SUPPLIES/MA	170.23
1906792045	20211200	LOWES BUSINESS ACCOUNT	BUILDING MAINTENANCE SUPPLIES/MA	35.09
				205.32
1906782964	20213200	LIGHTBULBSPLUSINC	ELECTRICAL MAINTENANCE SUPPLIES	190.31
1906780861	20214200	US BANK NATIONAL ASSOCIAT	LAND IMPROVEMENT MAINTENANCE SI	1,840.55
1906782952	20214200	NIMBUS LANDSCAPING MATERI	LAND IMPROVEMENT MAINTENANCE SI	76.13
1906782976	20214200	UNITED LABORATORIES INC	LAND IMPROVEMENT MAINTENANCE SI	289.24
1906782978	20214200	NUTRIEN AG SOLUTIONS INC	LAND IMPROVEMENT MAINTENANCE SI	516.56
1906782980	20214200	IMPERIAL SPRINKLER SUPPLY	LAND IMPROVEMENT MAINTENANCE SI	294.03
1906785192	20214200	AMERICAN RIVER ACE HARDWA	LAND IMPROVEMENT MAINTENANCE SI	133.14
1906787166	20214200	DOGPOOPBAGS COM LLC	LAND IMPROVEMENT MAINTENANCE SI	440.40
1906787166	20214200	DOGPOOPBAGS COM LLC	TAX ACCRUAL	29.41
1906787167	20214200	HD SUPPLY FACILITIES MAIN	LAND IMPROVEMENT MAINTENANCE SI	3.07
1906792045	20214200	LOWES BUSINESS ACCOUNT	LAND IMPROVEMENT MAINTENANCE SI	340.30
				3,962.83
1906786852	20215100	GOLDEN AIRE INC	MECHANICAL MAINTENANCE SERVICES	598.00
1906782960	20216200	SITEONE LANDSCAPE SUPPLY	PAINTING SUPPLIES	276.79
1906785192	20216200	AMERICAN RIVER ACE HARDWA	PAINTING SUPPLIES	46.25
				323.04
1906785192	20216800	AMERICAN RIVER ACE HARDWA	PLUMBING MAINTENANCE SUPPLIES	6.45
1906782980	20218200	IMPERIAL SPRINKLER SUPPLY	IRRIGATION SUPPLIES	26.51
1906782960	20218200	SITEONE LANDSCAPE SUPPLY	IRRIGATION SUPPLIES	76.13
1906786855	20218200	IMPERIAL SPRINKLER SUPPLY	IRRIGATION SUPPLIES	84.60
				187.24
1906782762	20219100	SMUD	ELECTRICITY	5,463.56
1906782759	20219200	PACIFIC GAS AND ELECTRIC	NATURAL GAS/LPG/FUEL OIL	94.09
1906792050	20219200	PACIFIC GAS AND ELECTRIC	NATURAL GAS/LPG/FUEL OIL	6,209.81
				6,303.90
1906782758	20219300	ALLIED WASTE SERVICES OF	REFUSE COLLECTION/DISPOSAL SERV	1,633.31
1906792049	20219500	COUNTY OF SACRAMENTO	SEWAGE DISPOSAL SERVICES	819.46
1906780861	20219800	US BANK NATIONAL ASSOCIAT	WATER	21.74
1906786849	20219800	ORANGEVALE WATER COMPANY	WATER	4,182.24
				4,203.98
1906782934	20220600	GENERAL PARTS DISTRIBUTIO	AUTO MAINTENANCE SUPPLIES	11.84
1906785192	20221200	AMERICAN RIVER ACE HARDWA	CONSTRUCTION EQUIPMENT MAINTEN	21.87
1906780861	20223600	US BANK NATIONAL ASSOCIAT	FUEL/LUBRICANTS	2,189.51
1906782977	20227500	GUY RENTS INC	RENT/LEASE EQUIPMENT	75.24
1906780861	20228200	US BANK NATIONAL ASSOCIAT	SHOP EQUIPMENT MAINTENANCE SUP	3.78
1906782973	20228200	GOLD COUNTRY TRACTOR INC	SHOP EQUIPMENT MAINTENANCE SUP	397.33

ORANGEVALE RECREATION AND PARK DISTRICT - OLLAD ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2021/2022
MAY 2022

Account Number	Expenditure Account	Budgeted 2021/2022	Current Expenditures	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20203500	Education/Training Service	3,000.00		1,104.08	1,895.92	63%
20206100	Membership Dues	1,000.00		-	1,000.00	100%
20207600	Office Supplies	500.00	12.93	12.93	487.07	97%
20207602	Signs	1,000.00		-	1,000.00	100%
20207603	Keys	1,500.00		23.69	1,476.31	98%
20210300	Agricultural/Horticultural Service	12,000.00	487.50	11,945.19	54.81	0%
20210400	Agricultural/Horticultural Supply	13,000.00		3,310.88	9,689.12	75%
20211200	Building Maint. Supplies	9,000.00	205.32	4,096.74	4,903.26	54%
20212200	Chemicals	38,000.00		21,168.18	16,831.82	44%
20213100	Electrical Maint. Service	6,000.00		-	6,000.00	100%
20213200	Electrical Maint. Supplies	2,000.00	190.31	708.40	1,291.60	65%
20214100	Land Improv. Maint. Service	48,000.00		32,994.18	15,005.82	31%
20214200	Land Improv. Maint. Supplies	35,000.00	3,962.83	26,227.08	8,772.92	25%
20215100	Mechanical System Maint. Ser	9,500.00	598.00	5,410.29	4,089.71	43%
20215200	Mechanical System Maint. Sup	3,000.00		892.06	2,107.94	70%
20216200	Painting Supplies	1,500.00	323.04	1,180.14	319.86	21%
20216700	Plumbing Maint. Service	1,000.00		155.49	844.51	84%
20216800	Plumbing Maint. Supplies	3,500.00	6.45	1,732.92	1,767.08	50%
20218100	Irrigation Service	2,000.00		-	2,000.00	100%
20218200	Irrigation Supplies	16,000.00	187.24	9,081.53	6,918.47	43%
20218500	Permit Charges	3,500.00		3,104.00	396.00	11%
20219100	Electricity	82,000.00	5,463.56	58,749.45	23,250.55	28%
20219200	Natural Gas / LPG/ Fuel Oil	28,000.00	6,303.90	17,512.80	10,487.20	37%
20219300	Refuse Collection / Disposal Service	24,000.00	1,633.31	16,804.88	7,195.12	30%
20219500	Sewage Disposal Service	13,500.00	819.46	12,390.66	1,109.34	8%
20219700	Telephone System	2,000.00		-	2,000.00	100%
20219800	Water	58,000.00	4,203.98	47,808.24	10,191.76	18%
20219900	Telephone System Maintenance	2,000.00		1,332.00	668.00	33%
20220500	Auto Maintenance Service	5,000.00		3,444.89	1,555.11	31%
20220600	Auto Maintenance Supplies	5,500.00	11.84	3,405.06	2,094.94	38%
20221200	Construction Equip. Maint. Sup.	500.00	21.87	21.87	478.13	96%
20222600	Expendable Tools	3,500.00		594.78	2,905.22	83%
20223600	Fuel & Lubricants	17,000.00	2,189.51	16,169.74	830.26	5%
20227500	Rent/Lease Equipment	5,000.00	75.24	586.71	4,413.29	88%
20228100	Shop Equip. Maint. Service	1,500.00		578.50	921.50	61%
20228200	Shop Equip. Maint. Supplies	8,000.00	408.07	4,758.87	3,241.13	41%
20229100	Other Equip. Maint. Service	2,000.00	100.00	571.91	1,428.09	71%
20229200	Other Equip. Maint. Supplies	3,500.00		1,923.62	1,576.38	45%
20231400	Clothing/Personal Supplies	3,500.00	716.63	3,636.57	(136.57)	-4%
20232100	Custodial Service	0.00		-	0.00	#DIV/0!
20232200	Custodial Supplies	20,000.00	1,425.05	12,337.55	7,662.45	38%
20250500	Accounting Services	3,000.00		2,954.80	45.20	2%
20252500	Engineering Services	15,000.00		15,076.74	(76.74)	-1%
20253100	Legal Services	10,000.00		1,269.00	8,731.00	87%
20257100	Security Services	23,000.00	1,575.00	17,627.51	5,372.49	23%

Account Number	Expenditure Account	Budgeted 2021/2022	Current Expenditures	Expenditures to Date	Funds Available	% Left
20259100	Other Professional Services	38,000.00	5,205.00	19,793.45	18,206.55	48%
20289800	Other Operating Expenses Sup.	3,000.00		2,395.42	604.58	20%
	SUB-TOTAL	586,500.00	36,126.04	384,892.80	201,607.20	34%
3000	OTHER CHARGES					
30321000	Interest Expense	0.00		-	0.00	0%
30322000	Bond/Loan Redemption	0.00		-	0.00	0%
30345000	Taxes/Licenses/Assess Trans	1,300.00		-	1,300.00	100%
	SUB-TOTAL	1,300.00	-	-	1,300.00	100%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	227,438.00		-	227,438.00	100%
43430300	Equipment	0.00		-	0.00	#DIV/0!
	SUB-TOTAL	227,438.00	-	-	227,438.00	0%
	GRAND TOTAL	815,238.00	36,126.04	384,892.80	430,345.20	53%

ORANGEVALE RECREATION AND PARK DISTRICT - KENENTH GROVE ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2021/2022
MAY 2022

Account Number	Expenditure Account	Budgeted 2021/2022	Current Expenditures	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	500.00		-	500.00	100%
20207600	Office Supplies	100.00		-	100.00	100%
20207602	Signs	48.00		-	48.00	100%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20219800	Water	800.00	53.44	574.89	225.11	28%
20223600	Fuel & Lubricants	766.00		766.00	0.00	0%
20250500	Accounting Services	600.00		569.60	30.40	5%
20252500	Engineering Services	1,000.00		1,000.00	0.00	0%
20253100	Legal Services	100.00		-	100.00	100%
20256200	Transcribing Services	0.00		-	0.00	0%
20259100	Other Professional Services	500.00		-	500.00	100%
20289900	Other Operating Exp - Services	300.00		-	300.00	100%
20291500	COMPASS Costs	300.00		-	300.00	100%
20296200	GS Parking Charges	0.00		-	0.00	0%
	SUB-TOTAL	5,514.00	53.44	2,910.49	2,603.51	47%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	0.00		-	0.00	0%
	SUB-TOTAL	0.00	-	-	0.00	0%
	GRAND TOTAL	5,514.00	53.44	2,910.49	2,603.51	47%

STAFF REPORT



DATE: 7-14-22

TO: Board of Directors

FROM: Barry Ross, District Administrator

SUBJECT: MONTHLY ACTIVITY REPORT – JUNE 2022

ADMINISTRATION

- On June 1, Admin Ross attended the Orangevale Business Watch meeting. This is a monthly opportunity for Orangevale business representatives to meet with personnel from the County District Attorney’s Office, Sheriff Department, and CHP to discuss concerns and solutions.
- June 10 was the final day of work for Christina Kelley, our full time Administrative Clerk. Christina accepted a position with the City of Folsom. We wish her well in her new job, and thank her for her four years of valuable service to our District, and outstanding customer service to our patrons.
- On June 17-19, the Summer Palooza event was held at Orangevale Community Park.
- On June 21, Admin Ross and Parks Superintendent Oropeza met with Gabe Johnson of Syserco to discuss potential energy savings within our District. Syserco will provide a cost-free study and report for us, which will include our standard utilities (electricity, gas, water) as well as potential opportunities for generating additional energy through solar or other means.
- On June 28, Admin Ross and Parks Superintendent Oropeza met with Dan McCready of Garland Building Solutions to discuss the roof to our Community Center and potential solutions to extend its lifespan and address leaks we’ve experienced during the rainy season. They will provide a cost-free inspection and report.

RECREATION

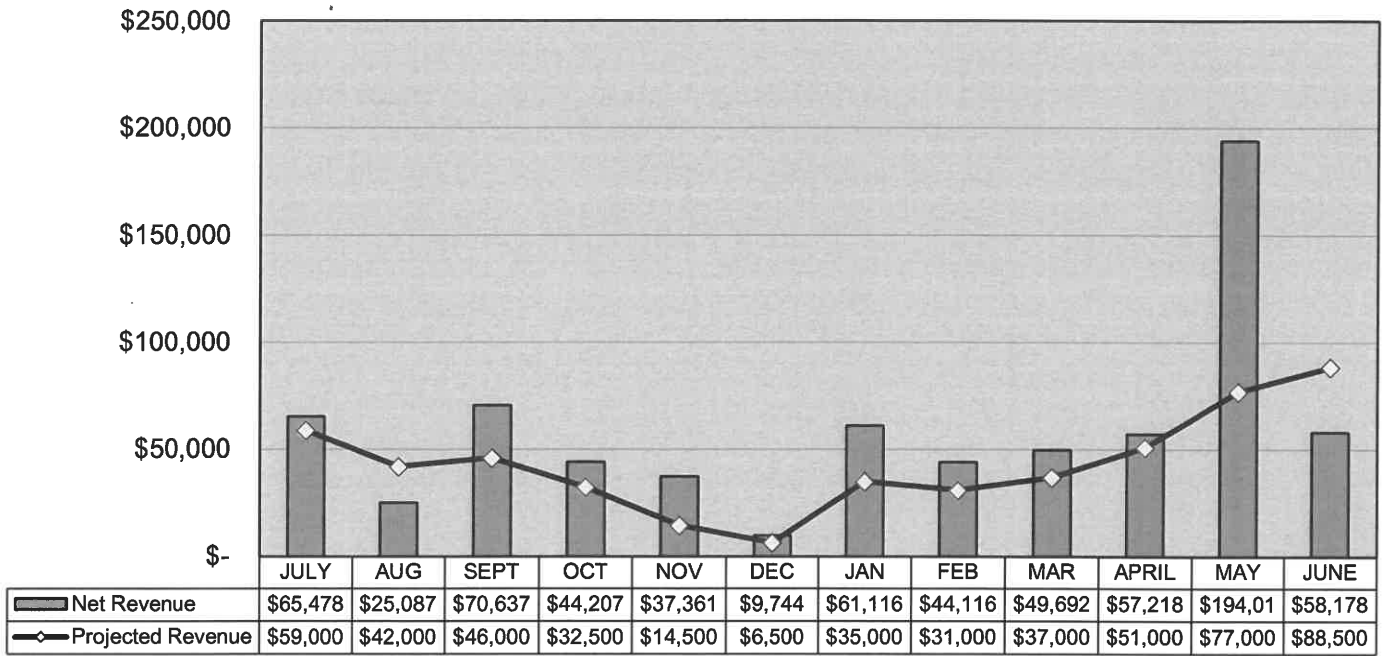
June	Enrollment	Attendance	Gross Revenue
Active Adults			
Bridge	50		\$ 100.00
Mid-Day Movie		10	
Pinochle	14		\$ 14.00
Active Adults Sub Total	64	10	\$ 114.00
Aquatics			
Junior Kayaking Camp	2		\$ 390.00
Kayaking for Boomers	1		\$ 79.00
Swim Lessons Dolphins	25		\$ 1,525.00
Swim Lessons Frog	18		\$ 1,098.00
Swim Lessons Guppy	69		\$ 4,209.00
Swim Lessons Minnow	73		\$ 4,453.00
Swim Lessons Otter	92		\$ 5,612.00
Swim Lessons Private	43		\$ 5,848.00
Swim Lessons Seal	95		\$ 6,795.00
Swim Lessons Shark	15		\$ 915.00
Swim Lessons Stingray	39		\$ 2,379.00
Swim Lessons Tadpole	48		\$ 2,928.00
Aquatics Sub Total	520		\$ 36,231.00

Classes				
Aikido - Teen/Adult	6		\$	1,050.00
Aikido - Youth	14		\$	820.00
All Sorts of Sports	34		\$	5,236.00
Artist Studio	16		\$	848.00
Babysitting CPR	5		\$	175.00
Byers Gymnastics - KinderGym	3		\$	432.00
Byers Gymnastics - Parent Participation	1		\$	120.00
Chen Tai-Chi Chuan	7		\$	350.00
Child and Babysitting	4		\$	240.00
Drivers Education	7		\$	203.00
Karate - Preschool	1		\$	190.00
Karate - Shotokan Youth Center	2		\$	430.00
OVparks Volunteer Team		1		
Pee Wee Basketball	17		\$	935.00
Pilates Reformer	2		\$	160.00
Social Dancing - Cha Cha	4		\$	160.00
Sunset Chefs Series	16		\$	480.00
Tennis - Youth	7		\$	1,225.00
Top Notch Basketball	31		\$	3,100.00
Track & Field	6		\$	1,050.00
Turns n Tumble Baby Ballet	7		\$	231.00
Turns n Tumble Pre Ballet	10		\$	330.00
Ukulele Fretters	4		\$	4.00
Zumbini	6		\$	210.00
Classes Sub Total	210	1	\$	17,979.00
Day Camps				
Rec'ing Crew Session 1	76		\$	13,096.00
Rec'ing Crew Session 2	96		\$	17,026.00
Rec'ing Crew Session 3	91		\$	16,082.00
Wiggles & Giggles Session 1	24		\$	1,095.00
Wiggles & Giggles Session 2	23		\$	1,035.00
Wiggles & Giggles Session 3	23		\$	1,035.00
Day Camp sub total	333		\$	49,369.00
Trips				
Collette: Travel Presentation		18		
Day Trips - Alcatraz Island	7		\$	875.00
Trips Sub Total	7	18	\$	875.00
GRAND TOTAL	1134	29	\$	104,568.00

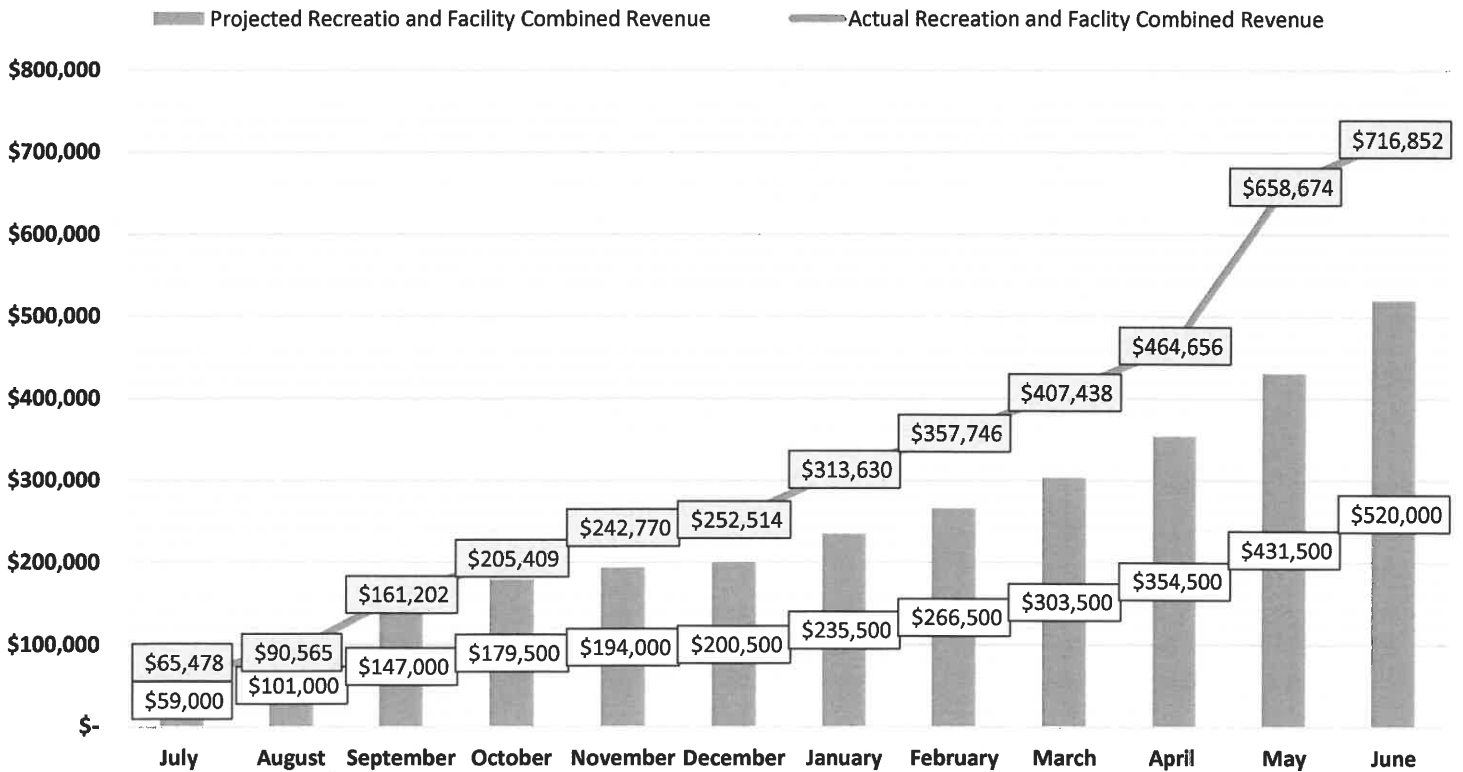
June Gross Revenue Recap – June OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$58,178 which is \$30,322 below the projected amount. June recreation revenue came in at \$58,770 which is \$21,230 below the projected amount. The June facility revenue amount is \$-592 which is \$9,092 below the projected amount. *Please*

note the revenue referenced here includes prepayments for future programs while the revenue figures listed in the chart above represent revenue attributed to programs occurring in June.

2021-22 ORPD Recreation & Facility Revenue Net vs projected - Monthly View



Combined Recreation and Facility Revenue Projected vs Actual



PARKS

Park Infrastructure

All Parks

- Staff continues to conduct monthly playground inspections and makes repairs on site as needed.
- Staff continues to conduct daily pool maintenance.
- Staff removed graffiti from the Oak and Filbert, Horse Arena, and Pecan Park.
- Staff repaired over 36 feet of fencing at Community Park and Horse Arena.

Mechanics

- Staff continues to do basic maintenance to small engine equipment.
- Staff conducted maintenance to all mowers.
- The ignition key was replaced on the Ford F-250.

Park Irrigation

- Staff replaced 26 sprinklers within various parks of the District.
- An abandoned leaking pipe was found and repaired at Community Park south of the main entrance.
- Staff repaired six irrigation line wires at Community Park and Community Center Park.
- A battery clock node was replaced at Community Park.
- Staff replaced a valve at Almond Park, and another at Horse Arena.
- The domestic main line that services the Maintenance Shop was repaired at the Youth Center Building.
- The drinking fountain at the dog park (Pecan Park) was repaired.

Park Grounds

- Staff continues ongoing maintenance at all parks (restrooms, trash, mowing, edging, & blowing).
- Staff pruned several trees at Almond Park and Horse Arena.
- A large tree branch was removed from Community Park and another from Pecan Park.
- 16 feet of rail fence was repaired at Community Park at the bridge near the vernal pool.
- The door-closer was replaced at the front door entrance to the pool.

Other Reports

- All staff worked in the preparation for the Summer Palooza. The following tasks were performed:
 - Removed 32 feet of fencing.
 - Pruned several trees in the area.
 - Prepared the horse arena.
 - Ensured that the electrical was ready for the event.
 - Located and marked water sources.
 - Coordinated the mowing and irrigation.

Fulton-El Camino Park District Police Department
Monthly activity report for: Orangevale Recreation and Park District
Reporting Period: 2022-06-01 to 2022-06-30

Almond Park

Call For Service: 6/8/22 18:32 Subject was found by officers. No further details.
Warning: 6/5/22 13:41 CVC 400(a)(1) Driving without proof of valid registration
Warning: 5/12/22 19:53 9.36.061(a)(4) Animal Leash Law
Parking Citation: 6/8/22 15:34 CVC 400(a) No current registration
Parking Citation: 6/8/22 15:40 CVC 400(a) No current registration
Parking Citation: 6/13/22 17:40 CVC 400(a) No current registration

Norma Hamlin Park

No issues to report.

Off Property

No issues to report.

OV Community Center

Warning: 6/15/22 21:00 9.36.067 In park after closing
Parking Citation: 6/5/22 14:01 CVC 400(a) No current registration

OV Community Park

Notice To Appear: 6/28/22 19:15 CVC 400(a) No current registration Inf
Parking Citation: 6/1/22 14:35 SCO 10.24.030(b) Prohibited stopping, standing, parking
Parking Citation: 6/8/22 16:09 CVC 400(a) No current registration

OV Community Park (Disc Golf)

Parking Citation: 6/1/22 14:25 CVC 400(a) No current registration
Parking Citation: 6/5/22 14:10 CVC 400(a) No current registration
Parking Citation: 6/13/22 17:19 CVC 5204(a) Current registration tabs not properly displayed

Palisades Park

No issues to report

Pecan Park

Warning: 6/2/22 20:32 CVC 5200(a) Display two license plates required. Parked over multiple spaces

Sundance Nature Area

No issues to report

Youth Center Park

No issues to report

Summer Palooza at Community Park





STAFF REPORT



DATE: 7-14-22

TO: Board of Directors

FROM: Barry Ross, District Administrator

SUBJECT: APPROVE THE LETTER OF ENGAGEMENT FROM AUDITOR LARRY BAIN FOR THE FISCAL 2021/22 AUDIT IN THE AMOUNT NOT TO EXCEED \$9,900

RECOMMENDATION

Approve the letter of engagement from auditor Larry Bain for the Fiscal 2021/22 Audit in the amount not to exceed \$9,900.

BACKGROUND

Larry Bain has served as the District's auditor for several years and has submitted a letter of engagement to conduct the Fiscal 2021/22 Audit in the amount not to exceed \$9,900. The rates have increased by approximately \$1,000 because of new requirements from the Governmental Accounting Standards Board (GASB). In addition to the auditing responsibilities of our capital/property leases, Auditors are now responsible for implementing GASB 87 which covers operating leases such as our cell towers and copy machine. This requires extra steps and accounting software for the Auditor.

RECOMMENDED MOTION

I move we approve the letter of engagement from auditor Larry Bain for the Fiscal 2021/22 Audit in the amount not to exceed \$9,900.

LARRY BAIN, CPA

AN ACCOUNTING CORPORATION

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

lpbain@sbcglobal.net

June 2, 2022

Board of Directors
Orangevale Recreation and Park District
Orangevale, CA

We are pleased to confirm our understanding of the services we are to provide Orangevale Recreation and Park District for the fiscal year ended June 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Orangevale Recreation and Park District as of and for the fiscal year ended June 30, 2022. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Orangevale Recreation and Park District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Orangevale Recreation and Park District's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

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

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

Audit Procedures—Internal Control

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

Audit Procedures—Compliance

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

Other Services

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

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

Responsibilities of Management for the Financial Statements

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

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

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

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

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

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

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

Engagement Administration, Fees, and Other

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

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

Larry Bain, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on October 26, 2022, and to issue our report no later than January 2023.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$9,900. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

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

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

Very truly yours,

Larry Bain, CPA
An Accounting Corporation

RESPONSE:

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

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

STAFF REPORT



DATE: July 14, 2022

TO: Board of Directors

FROM: Jason Bain, Recreation Supervisor

SUBJECT: APPROVAL OF THE AGREEMENT WITH TERROR IN THE NIGHT HALLOWEEN PRODUCTIONS TO HOLD THE CEMETARIUM HAUNTED HOUSE AT THE ORANGEVALE COMMUNITY CENTER PARK FROM OCTOBER 21 THRU October 31, 2022

RECOMMENDATION

Consider approving the Agreement with the Terror in the Night Halloween Productions to utilize the Orangevale Community Center Park from October 21 thru October 31, 2022, to hold the Cemetary Haunted House. This rental includes set-up (August 12 – October 20) and clean-up (November 1-26).

BACKGROUND

Frank Babcock has submitted a special event rental application to use the Property in-between the Community Center and the north buildings to build and host the Cemetary Haunted House. The event will run from October 21 thru 31, 2022. Set up would be August 12 thru October 20 and clean up runs from November 1 to November 26, 2022.

The company Terror in the Night Halloween Production produces haunted attraction events in the Sacramento and Modesto Markets. The attractions are hand built with lumber and are open-air walk-through mazes. There are different themes inside the attractions that are designed to scare the paying customers. They use live costumed actors, makeup artists and themed audio throughout the attractions, theatrical lighting, fog machines and pneumatic props. The events will run from October 21 thru October 31 from 7 to 11 p.m. (Oct. 23, 24, 25, 26, 27, and 30) and 7pm to midnight (Oct. 21, 22, 28, 29, and 31). They will be selling tickets for admission.

The fees associated with this special event use permit include:

Set-up: August 12 – October 20: 70 days x \$52 per day = \$3,640

Event Dates: October 21 – October 31: 10 days x \$191 per day = \$1,910

Clean-up: November 1 – November 26: 26 days x \$52 per day = \$1,352

Total Rental fee \$6,902

In addition to the rental fee a \$2,000 deposit will be required for the event.

Per the Agreement, one-half of the fees (\$3,451) plus the deposit (\$2,000) in the amount of \$5,451 will be due by August 1 at noon. The balance of \$3,451 will be due by September 26 at noon.

RECOMMENDED MOTION

I move we approve the agreement with the Terror in the Night Halloween Productions to rent Orangevale Community Center Park for the Cemetary Haunted House from October 21 thru October 31, 2022, which includes set-up (August 12 – October 20) and clean-up (November 1-26), and authorize the District Administrator to execute the agreement.

PERMIT AGREEMENT

This Agreement is made and entered into this 14th day of July 2022, by and between Orangevale Recreation and Park District, a recreation and park district formed pursuant to California Public Resources Code Section 5780, et seq., a political subdivision of the State of California located in Sacramento County, hereinafter referred to as the "District", and Frank Babcock, "Terror in the Night Productions", hereinafter referred to as the "Permittee".

RECITALS

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

WHEREAS, Permittee desires to use the Property for the "**Cemetaryium Haunted House**" special event from **October 21, to October 31, 2021**

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

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

SCOPE OF PERMIT AND USE OF PROPERTY

1. District agrees to grant Permittee the non-exclusive right to use the Property for "Cemetaryium Haunted House" (the "Event") on October 21 thru October 31, 2022 for attendance by the general public. Permittee shall also have exclusive use of the areas of the Property outlined in the Application for Use of Facilities (the "Application"), a copy of which is to be completed and attached hereto as Exhibit A and incorporated herein by this reference. Permittee shall have the right to impose reasonable rules and regulations to be observed by the general public to ensure the safety of the participants at said Event. Permittee agrees to comply with all District rules, regulations, and policies with respect to the use of the Property. Permittee is authorized to begin **Event setup on August 12, 2022** and is required to complete **Event take-down and cleanup by Saturday, November 26, 2022 at 5:00 p.m.** Permittee is required to coordinate all activities with the District. **Permittee agrees that the security deposit will be forfeited if Permittee fails to complete all cleanup of the Property by Saturday, November 26, 2022 at 5:00 p.m.**

Permittee will be required to coordinate parking arrangements with District staff and utilize parking at 6930 Hazel for the Event for at least three dates including October 21 and 22 due to previously scheduled events.

Permittee shall be entitled to authorize the use of tents, camper trucks and trailers by exhibitors, concessionaires, and Permittee's officials from August 12 thru November 26, 2022 in an area designated by Permittee and the District. Permittee shall cause the removal of any camper, truck, trailer and/or tents from the designated area and the Property no later than

November 26 at 5:00 p.m. **Under no circumstances shall Permittee and/or Permittee’s exhibitors, concessionaires and/or officials have an open fire (wood fire, bonfire, campfire) on District property unless specifically authorized by the District in writing.** In the event an open fire is made, Permittee shall cause the person and/or persons responsible to leave the Property immediately. Permittee shall assume responsibility for any and all injuries and/or damages which occurs and/or arises from the activities authorized under this Paragraph. District shall not assume any liability to Permittee, and/or any other person as a result of the activities authorized by this Paragraph. Permittee shall be responsible for notifying any and all exhibitors, concessionaires, agents and/or officials that District shall have no liability for any and all injuries and/or damages which occur on the Property. Permittee shall require any person wanting to utilize the Property for camping purposes as authorized by this paragraph to sign a waiver in the form to be provided by District, the original of which shall be provided to District. Permittee understands and agrees that it assumes any and all liability for any personal injury and/or damages resulting from the use of the Property as provided for herein.

Permittee understands that members of the public frequently use Orangevale Community Center Park and that the Permit being granted is for non-exclusive use and must be shared with other members of the public. The District agrees, however, to not schedule any other events and/or activities on the Property (field area rented) for the dates of the Permit being granted herein.

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

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

NATURE OF THE INTEREST GRANTED

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

FEES

3. In consideration for the use of the Property as provided for herein, Permittee shall pay to the District a security deposit of two thousand dollars (**\$2000.00**) (the “Deposit”) no later than **August 1, 2022, at 12:00 p.m.**, which Deposit shall be used to reserve the dates and pay for any damages associated with the terms of this Permit should said damages not be repaired by Permittee. The parties agree that the District can deduct the expense of repairing and/or replacing

any property damage, claims and/or any other unpaid sums owed by Permittee under this Agreement from the Deposit with the balance returned to the Permittee within thirty (30) days of the last day of any repairs. Permittee shall forfeit all of the Deposit if the event is cancelled for a non-COVID reason in accordance with the schedule set forth in Paragraph 4 below. The District shall provide a detailed itemized list of all deductions from the Deposit to the Permittee.

As further consideration for the use of the Property, Permittee shall pay to the District a rental fee of six thousand nine hundred and two dollars (**\$6,902**) (the "Rental Fee"). **Half fee payment of \$3,451 to be paid by August 1, 2022, at 12pm and the second half \$3,451 to be paid by September 26, 2022, at 12pm.** This is based on a special event day rate of \$191 per day and set-up/clean-up day rate of \$52 per day. This rental has: 10 event days (Oct. 21-31) for \$1,910; 70 set-up days (Aug. 12 – Oct. 20) for \$3,640; and 26 clean-up days (Nov. 1-26) for \$1,352. Electricity and water service (if desired) will be negotiated in addition to the above fees. If the event is cancelled for any non-COVID related reason the District will retain 100% of the rental fees. If the property is returned to the same condition as before the rental the deposit will be returned to the Permittee.

CHARGES BY PERMITTEE

4. Permittee shall have the right to charge members of the public an event fee in the areas designated for Permittee's exclusive use under this Permit. Permittee shall not charge any member of the public utilizing those portions of the Property for which Permittee is given non-exclusive use.

OBLIGATIONS OF DISTRICT

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

a. District agrees to provide for the non-exclusive use of the Property, including the parking facilities, and exclusive use of those facilities specifically identified in the Application.

b. District shall furnish Permittee with electrical and water usage within the capacity of the District's facilities.

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

d. District shall adjust all irrigation settings for the Property authorized for use by Permittee to accommodate the event.

e. District shall refer all participant inquiries for the Event to Permittee.

OBLIGATIONS OF PERMITTEE

6. Permittee understands and agrees to do the following:

a. Permittee shall attend a **pre-event inspection walk-through which will take place on Thursday, August 11, 2022, with the District's representatives and the post-event inspection walk-through that will take place on Thursday, November 28, 2022, to determine pre and post event facility conditions and damage.**

b. Permittee agrees and understands that it shall reimburse the District for the repair of any area of the Property or its surrounding areas which is damaged or diminished in value by or related to operations or activities under this Permit and shall pay for the District to restore the area, to the condition existing immediately prior to the commencement of the Permittee's operations under this Permit, excepting normal wear and tear of turf areas. District shall provide an itemized list of any such damages or repairs resulting from the event, within five (5) days from the Event's final walk-through on Monday, November 28, 2022. Permittee will have the opportunity to make the necessary repairs outlined by the District in a time frame approved by the District.

c. Permittee shall provide District with a **proposed layout for the Event no later than August 8, 2022**, for review by the District. Any feedback on the layout for the Event shall be given no later than August 12, 2022. Permittee agrees to make any modifications and/or revisions to the layout for the Event if indicated by the District that such modification and/or revision is necessary for the safety of the public and/or District property. Any modifications to the layout after approval shall be submitted in writing and approved by District. Permittee shall remain responsible for the layout and ensure the safety of participants and/or attendees of the Event, the general public, District employees and property, and District shall not assume any such liability as a result of approving any layout. Permittee shall also provide District with an emergency notification list.

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

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

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

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

h. Permittee shall provide, at its own expense, portable restrooms, medical, first aid facilities and personnel, and potable water, as are deemed necessary by the County of Sacramento Environmental Health Department, the Sacramento Metro Fire District, and the District to accommodate the expected number of people. Permittee shall comply with all laws, rules and regulations governing the number and types of facilities, and any and all other rules and regulations required to address the above needs. Permittee shall file Material Data Safety Sheets (MSDS) for all cleaning agents requiring specifications with the District at least one (1) month prior to the event. The plan to accommodate this section shall be submitted to the District for approval no later than **August 8, 2022**. Permittee agrees to provide the necessary number of portable restrooms as specified by the County of Sacramento Environmental Management Department. Permittee shall provide for stocking and cleaning of each portable restroom on an hourly basis during the event and pumping of portable restrooms that meets the County of Sacramento Environmental Management Department requirements and any other laws, rules and/or regulations.

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

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

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

charges, taxes and assessments shall be paid as they become due and payable, but in any event before they become delinquent.

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

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

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

INDEMNIFICATION

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

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

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

INSURANCE

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

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

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

Permittee further agrees that it will, at all times during the term of this Agreement, at its own cost and expense, obtain and keep in full force and effect naming both Permittee and District as insureds thereunder, fire, windstorm and extended coverage insurance in an amount equal to the actual replacement cost of all of Permittee's personal property and equipment utilized by Permittee in utilizing the Property pursuant to this Agreement.

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

By execution of this Agreement, Permittee certifies as follows:

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

As part of the execution of this Agreement, Permittee agrees to furnish to the District a certified copy of the insurance policies that it has taken out for public liability,

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

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

ASSIGNMENT OF AGREEMENT

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

DEFAULT

10. The occurrence of any of the following events, may, at District's election, constitute a default by Permittee under the terms of this Agreement:

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

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

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

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

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

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

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

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

HAZARDOUS SUBSTANCES

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

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

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

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

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

CANCELLATION BY PERMITTEE

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

INCLEMENT WEATHER POLICY

17. The District reserves the right to cancel or suspend outdoor facility use due to current or forecasted weather or environmental concerns that pose a threat to the safety of Event participants or the grounds of the facility. The District Administrator or designated representative shall have the authority to close any park grounds. Certain park areas and facilities can withstand adverse weather better than others. A common sense approach will be taken, depending upon the rental area and the specific weather conditions. In matters of weather/environmental concerns, the Permittee and a District representative will discuss to clarify if the rental can be held in a safe manner, with the District having the final decision. As of 2022, if the District receives a total of 1.5 inches of rain in a 24-hour period, it will close certain outdoor park rentals to prevent damage to grounds. The District allows 48 hours of drying time to reopen most grounds. Athletic fields often require additional drying time.

NOTICE

18. Service of Notice.

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

Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale, CA 95662

Frank Babcock
Terror in the Night Productions
11241 Coloma Rd. Suite A2
Gold River, CA 95670
(916) 223-9080
frankieb@terrorinthenighthalloweenproductions.com

NEGATION OF PARTNERSHIP

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

WAIVER

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

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

**ORANGEVALE RECREATION AND
PARK DISTRICT**

TERROR IN THE NIGHT PRODUCTIONS

By _____
Barry Ross, District Administrator

By _____
Frank Babcock

RECEIVED

JUN 21 2022 District Use Only



Orangevale Recreation & Park District

6826 Hazel Avenue Orangevale, CA 95662

Phone (916) 988-4373 * Fax (916) 988-3496 * info@ovparks.com

SPECIAL EVENT RENTAL APPLICATION & AGREEMENT

Permit #: _____
Appl. Date: _____

Please fill out this form completely and submit with payment to the Orangevale Recreation & Park District office. Applications must be received no less than two weeks prior to your event and no more than one year in advance. It is understood that this application is only a request for facility use. Submitting this application in no way indicates approval for use of District facilities.

RENTAL CUSTOMER

Name of Applicant: Frank Babcock
Address: _____ City/State/Zip: Gold River, CA 95670
Phone #: _____ Email: frankieb@terrorinthenighthalloweenproductions.com
Sponsoring Organization/Company: Terror in the Night Halloween Productions
Authorized Organization Representative: Frank Babcock

To reserve on behalf of a company or organization, you must provide the District with a signed letter of authorization on official letterhead, granting you the right to act on the group's behalf.

Type of Organization: [] Non Profit [X] Private [] Corporation [] Other

If your organization is a non-profit group, please enter non-profit [501 (c) 3] ID #: _____

Organization Web Site: Cemeteryhauntedhouse.com Organization Email: Cemeteryhaunt@terrorinthenighthalloweenproductions.com

Name of Event Organizer (if different from applicant): _____

Alternate Contact Name: John Cortijo Phone: _____ Email: _____

FACILITY REQUESTED

- Orangevale Community Center - 6826 Hazel Avenue
[X] Field Area
Orangevale Community Park - 7301 Filbert Avenue
[] Disc Golf Course [] Pavilion & Stage Area [] Horse Arena
[] Oak & Filbert Area [] Stone Amphitheater

Other Facility: _____

EVENT INFORMATION

Event Name: Cemetery Haunted House

Event Date(s): Oct 21st to 31st Day(s) of week: [X] M [X] T [X] W [X] Th [X] F [X] Sat [X] Sun

Event Time(s): Must include an adequate amount of time for set up and clean up of the facility.

Table with 3 columns: Set up time, Event time, Clean up time. Includes handwritten dates and times for each phase.

Type of Event: [] Concert [] Festival [] Celebration [] Run/Walk [] Other Haunted House Attraction

Purpose of Event: To Bring a Halloween event to Orangevale

Overall Estimated Attendance: 7,000 Daily _____ Adults _____ Children _____

Has this event been produced before? [X] Yes [] No If yes, previous attendance: 7,000

If yes, list previous name, date and location of event: O.V. Community Center

EVENT INFORMATION cont'd

Description of Event - Provide a detailed description of your event (i.e. list activities, entertainment, and vendors, special equipment and structures, etc. You may attach additional pages or materials as needed.

Cemetaryum Haunted House, Psycho Circus and Zombie Heights are hand built attractions. We employ actors, makeup artists and build crew. Our attractions are open to the public so they have a safe place to get scared! We hire an outside organization, Sac Cirque, to participate in entertainment activities. We also bring in outside food vendors.

How does the community of Orangevale benefit from this event?

Orangevale will benefit by having a fun Halloween event that most ages can enjoy. Additionally, most of our crew that we hire are locals.

Is this a Public or Private event? Public Private Other

If public, please give name, phone number and website for public event information: Cemetaryum Haunted House
916-670-9662 cemetaryumhauntedhouse.com

Will a charge, fee, or donation be collected for this event? Yes No

If yes, for what purpose will the proceeds be used? Financial Gain Charity Fundraiser Cost of Event

Please list the type (i.e., admission, food charge) and amount of charge: tickets will be sold online and at the event. Cost TBD

Will there be religious, political, or union activities? Yes No

Will food be served at the event? Yes No

If yes, and you are using a caterer, please list caterer's name and phone # Benji's Pizza 916-801-7157
MAD Hatter Doughnuts 530-333-3215

Will alcohol be served or sold at your event? Yes No

If yes, please list the timeframe alcohol will be served

Will you be bringing any apparatus, equipment, or additional tables and chairs to your event? Yes No

If yes, please list Trailers

At your event, will there be a Live Band Recorded Music Public Address DJ

SUPPLEMENTAL SPECIAL USE APPLICATION

A Supplemental Special Use Application will be required if your event plans to have any of the following: a) over 200 participants, b) amplified music, c) alcohol sales, d) food sales, or e) participant entry fee. Complete this application, attach any necessary supplemental information and submit to the District Office located in the Orangevale Community Center at 6826 Hazel Avenue, Orangevale CA 95662. Application must be submitted at least twelve (12) weeks in advance of the date requested. Submission of this application does not constitute approval of use, and no advertising of the event should occur until written approval is obtained.

EVENT NAME: Cemetaryium Haunted House

Set-Up – List below the days/dates needed to set up the event.

Day 1: Day of Week Friday Date Aug 12th Start Time 9 AM End Time _____
 Day 2: Day of Week _____ Date _____ Start Time _____ End Time _____

Event Dates – List below the days/dates of the event.

Day 1: Day of Week ~~Oct 21st~~ Friday Date Oct 21st open Start Time 7pm End Time midnight
 Day 2: Day of Week _____ Date _____ Start Time _____ End Time _____
 Day 3: Day of Week _____ Date _____ Start Time _____ End Time _____
 Day 4: Day of Week Monday Date Oct - 31st close Start Time 7pm End Time midnight

Tear-Down Dates – List below the days/dates needed to tear-down the event.

Day 1: Day of Week Tuesday Date NOV 1st Start Time _____ End Time _____
 Day 2: Day of Week Saturday Date NOV 26th Start Time _____ End Time _____

EVENT SITE PLAN/MAP

Attach a detailed site plan/map of the event layout including locations of vendors, equipment, activities, parking, etc. The site plan should be submitted on 8 1/2" x 11" or 8 1/2" x 14" white paper. Please indicate a directional sign showing north. Include a key if you use symbols denoting event areas.

EVENT ACTIVITY PLAN

Check all activities that apply and items used in conjunction with those activities that will be at your event. Please mark the location of these activities and items on your Site Plan/Map.

Entertainment

- Amplified Music – Live Hours – Start _____ End _____
- Amplified Music – Recorded Hours – Start 7pm End midnight
- Carnival Booths/Rides Hours – Start _____ End _____
- Other _____ Hours – Start _____ End _____

Sporting Activities

- Type _____ Hours – Start _____ End _____
- Type _____ Hours – Start _____ End _____

Vendors

- Food & Non Alcoholic Beverages.....County of Sacramento Environmental Health permit
- Merchandise.....Must follow local & state laws
- Alcoholic Beverages.....Requires ABC & District permit and security

Equipment

Use of tents, temporary structures, staging, portable seating, fencing, portable generators subject to Sacramento Metro Fire District inspection & permit.

- Stage(s) Dance Floor(s) Portable Seating
- Fencing Tents & Canopies Portable Hand Wash Station
- Electrical Generators Portable Restrooms Other _____
- Animals on event grounds – Petting zoo, pony rides, horses, etc Explain: _____
- Vehicles on event grounds – car show, etc Explain: _____
- I request overnight camping. Explain: USE OF travel trailer
- Public Address, Microphone, Loud Speaker(s) _____
- I request access to an Orangevale Recreation & Park District water source
- I request access to an Orangevale Recreation & Park District electric source

SUPPLEMENTAL SPECIAL USE APPLICATION - Cont'd

ALCOHOL MANAGEMENT PLAN

If your event is serving OR selling alcohol, please describe your plan for managing alcohol at your event on a separate sheet and attach to this application. Include in your description your sales plan (cash, tickets), method of serving, who will serve the alcohol (professionals, volunteers), number of service locations, how ID's will be checked, how you will monitor under-age drinking, and if you have an alcohol sponsor(s).

PARKING & TRAFFIC MANAGEMENT PLAN

Please describe your plan for parking and traffic control for your event. Your traffic plan may need review by the Sacramento County Sheriff's Department and/or the California Highway Patrol. Please indicate parking locations and traffic flow control on your site plan.

SANITATION, WASTE & UTILITY PLAN

You are responsible for properly disposing of all waste and garbage throughout the term of your event. Immediately upon conclusion of the event, the area must be returned to a clean condition. Please describe your plan for waste collection and removal. You are required to provide restroom accommodations for event attendees. Depending on the size and location of your event, you may need to rent portable restrooms. You may also be required to provide hand washing stations. Please describe your plan for providing these items.

STAFFING PLAN

Please describe your plan for staffing your event. Include in your description the number and type of staff at your event.

EMERGENCY AND SAFETY PLAN

Please describe your plan for handling emergencies at your event. Include in your description provision for security guards, on-site medical treatment (first aid station or ambulance), and evacuation plan in an emergency. Also include your plan for addressing accessibility to your event for persons with disabilities.

EVENT MARKETING PLAN

Please ensure that you have event approval before you begin to market, advertise or promote your event. Please describe your plan for marketing your event, once you have approval. Please include radio, television, and other media you will be utilizing and if you plan on placing signs or banners on District property.

NOTIFICATION PLAN

An event can change the normal flow of residential and business activity potentially causing a negative impact to the surrounding community. As the event organizer, you are responsible for providing notification of the Event and any possible disruption of traffic which could occur in the surrounding neighborhood to all necessary regulatory agencies, businesses and residences within four (4) blocks of the Event at least one (1) month prior to the Event. Such notification shall be by mail or personal delivery and provide District with written proof that such notifications have been made. Please describe your plan for handling notification.

RECEIPT OF DISTRICT REQUIREMENTS AND FACILITY USE AGREEMENT

The Applicant is responsible for requesting and reviewing the Special Use/Special Event Policies & Procedures and Insurance Requirements prior to submitting their rental request.

Initial to acknowledge you have read and agree to each section of the Facility Use Agreement:

ZB

INDEMNIFICATION:

The undersigned (hereinafter referred to as "Applicant") shall indemnify, defend, and hold harmless Orangevale Recreation & Park District (hereinafter referred to as the "District") its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the Applicant's use or occupancy of a facility or property controlled by the District, unless solely caused by the gross negligence or willful misconduct of the District, its officers, employees, or agents.

RECEIPT OF DISTRICT REQUIREMENTS AND FACILITY USE AGREEMENT (CONT.)

ZB

INSURANCE REQUIREMENTS:

General liability insurance: The **Applicant** shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.

Such insurance shall name **District**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The **Applicant** shall file certificates of such insurance with the **District**, which shall be endorsed to provide thirty (30) days' notice to the **District** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **District** may deny access to the facility.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the **District's** self-insurance pool.

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the **Applicant** maintains higher limits than the minimums shown above, the **District** requires and shall be entitled to coverage for the higher limits maintained by the **Applicant**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **District**.

ZB

COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS:

Applicant shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings. The **Applicant** agrees to abide by all applicable local, federal, and state accessibility standards and regulations. The **Applicant** further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc. The **District** reserves the right to immediately revoke **Applicant's** right to use of the facility under this agreement should **Applicant** fail to comply with any provision of this section.

FORCE MAJEURE:

Notwithstanding anything to the contrary contained in this agreement, the **District** shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The **Applicant** waives any right of recovery against the **District** and the **Applicant** shall not charge results of "acts of God" to the **District**, its officers, employees, or agents.

By signing below you acknowledge you have read and fully understand this agreement as well the Rental Policies & Procedures and agree to follow all District requirements as stated within.

APPLICANT PRINTED NAME: Frank Bobrock

APPLICANT SIGNATURE: [Signature]

DATE: 6-21-22

District Use Only

PERMIT #: _____

REVIEWED/APPROVED BY OVPARKS REPRESENTATIVE: _____

DATE: _____