

**ORANGEVALE RECREATION & PARK DISTRICT  
BOARD OF DIRECTORS MEETING  
THURSDAY, FEBRUARY 10, 2021**

**REGULAR MEETING 6:30 PM  
LOCATION: ZOOM (Zoom address is on page 3)**

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 the minutes of the Regular Meeting of January 13, 2022 (pg. 1-9)

**7. CORRESPONDENCE**

a. Advertisements in the Orangevale View from January 14 and 28 that promote OVparks programs. (pg. 10-11)

**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 January 2022 (pg. 12-13)
- b. Budget Status Report for January 2022 (pg. 14-16)
- c. Revenue Report for January 2022 (pg. 17)

**8.2 OLLAD CONSENT MATTERS**

- a. Ratification of Claims for January 2022 (pg. 18-19)
- b. Budget Status Report for January 2022 (pg. 20-21)

**8.3 KENNETH GROVE CONSENT MATTERS**

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

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

- a. Ratification of Claims for January 2022 (pg. 24)

10. **STANDING COMMITTEE REPORTS**

- a. Administration & Finance – This committee met on February 2.
- b. Personnel & Policy – No Report
- c. Maintenance & Operation – No Report
- d. Recreation Committee – This committee met on January 21. (pg. 25-26)
- e. Government – No Report
- f. Planning Committee – No Report
- g. Trails Committee – No Report.
- h. Ad Hoc – This committee met on February 4.

11. **ADMINISTRATOR'S REPORT**

Monthly Activity Report – January 2022 (pg. 27-31)

12. **UNFINISHED BUSINESS**

13. **NEW BUSINESS**

- a. Acknowledgement: Recognize the Rotary Club of Orangevale for their Generous Grant Donation to OVparks to go Towards the Outdoor Fitness Equipment Facility at Orangevale Community Park. Rotary President Dennis Sarkisian will be our Guest.
- b. Approval of the Orangevale Recreation & Park District Fiscal Audit 2020/21 (pg 32-62)
- c. Approval of Resolution 22-02-681, Resolution Directing Preparation of the Engineer's Report for the Orangevale Landscaping and Lighting Assessment District (OLLAD) of the Orangevale Recreation and Park District (pg. 63)
- d. Approval of Resolution 22-02-682, Resolution Directing Preparation of the Engineer's Report for the Kenneth Grove Landscaping and Lighting Assessment District of the Orangevale Recreation and Park District (pg. 64)
- e. Approve the Agreement with ACCO Engineered Systems (the qualified low quote) for the Air Conditioning Unit Replacement on Building #1 of the New Property at Orangevale Community Center Park in the Amount of \$16,469.62 (pg 65-86)
- f. Approve to Award the Phase 1 Concrete Pathway Repair Project at Orangevale Community Park to the Qualified Contractor with the Lowest Responsive Quote (pg. 87)
- g. Approve to Award the Pool Pump Replacement Project at Orangevale Community Swimming Pool to the Qualified Contractor with the Lowest Responsive Quote (pg. 88)
- h. Approval of the agreement with All Events Management Group to hold the *Bow Wow Days – A Peticular Event* at Orangevale Community Park on September 24, 2022 (pg. 89-104)
- i. Approval of the agreement with Terror In The Night Productions to hold the *April Fools Psycho Circus* attraction at Orangevale Community Center Park on March 25 thru April 2, 2022 (pg. 105-121)
- j. Approval of Resolution 22-02-683, Resolution Establishing a Schedule of Fees for Use of Park and Recreational Facilities, Programs, and Services (pg. 122-135)
- k. Consider Approving a Policy that Makes it Conditional that any Applicants for New Employment or Volunteer Positions with the District Must be Fully Vaccinated Against COVID-19 Before Being Hired and Beginning Work (pg 136-138)
- l. Approve Board Director Assignments to Each of the Seven Standing Committees for Calendar Year 2022 (pg. 139-140)

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

15. **ITEMS FOR NEXT AGENDA**

- a. Funding Options
- b. Electric Vehicle Charging Stations
- c. Personnel Policies & Procedures Update
- d. Pool Repair Update

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.

**\*Due to Covid-19 guidance, public may only attend the meeting via Zoom at this link and information:**

**<https://us02web.zoom.us/j/88118011684?pwd=UW9hZ3FwbjZmRER6QXQ5OGFNcXhtQT09>**

**Meeting ID: 881 1801 1684**

**Passcode: OVparks**

Directors can be reached at: [director@ovparks.com](mailto:director@ovparks.com)

Manie Meraz

Mike Stickney

Sharon Brunberg

Lisa Montes

Erica Swenson

# ORANGEVALE RECREATION & PARK DISTRICT

## Minutes of Meeting of Board of Directors January 13, 2022

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on January 13, 2022, at the District Office. Director Stickney called the meeting to order at 6:31 p.m.

Directors present: Stickney, Swenson, Brunberg, Montes,  
Directors absent: Meraz (arrived @ 6:33 p.m.)  
Staff present: Barry Ross, District Administrator  
Horacio Oropeza, Park Superintendent  
Jason Bain, Recreation Supervisor  
Melyssa Woodford, Admin. Services Supervisor  
Nadia Khokhhar Roberts, Recreation Coordinator

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was not conducted.
  
4. **APPROVAL OF AGENDA** On a motion by Director Montes, seconded by Director Brunberg, the agenda was approved by a vote of 4-0-0 with Directors Stickney, Swenson, Brunberg, and Montes voting Aye. There were no Nays or Abstentions. Director Meraz was absent.  
**MOTION #1**
  
5. **PUBLIC DISCUSSION** No one wished to address the Board during public discussion.
  
6. **MINUTES**
  - a) **Approval of Minutes of the Regular Meeting of October 14, 2021 (pg 1-6)**: On a motion by Director Montes seconded by Director Stickney, the minutes were approved by a vote of 3-0-2 with Directors Meraz, Brunberg, & Montes voting Aye. There were no Nays. Directors Stickney & Swenson abstained.
  - b) **Approval of Minutes of the Special Meeting of December 2, 2021 (pg 7-8)**: On a motion by Director Montes seconded by Director Brunberg, the minutes were approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions.
  - c) **Approval of Minutes of the Regular Meeting of December 9, 2021 (pg 9-19)**: On a motion by Director Montes seconded by Director Brunberg, the minutes were approved by a vote of 4-0-1 with Directors Stickney, Meraz, Swenson, & Montes voting Aye. There were no Nays. Director Brunberg abstained.  
**MOTION #2**  
  
**MOTION #3**  
  
**MOTION #4**



**7. CORRESPONDENCE**

- a) Articles in the Orangevale View on the history of the large evergreen Holiday Tree at the Community Center, and the Holiday Tree Lighting event. (pg. 20): Admin Ross extended appreciation to the Orangevale View for the great articles and publicity for the Community Tree Lighting event held on December 3, 2021. Kudos to Recreation Coordinator Roberts for her marketing and planning and the hard-working staff to provide a successful event.
- b) Advertisements in the Orangevale View that features our Polar Bear Plunge, youth basketball, and TigerSharks swim team. (pg. 21): The latest Orangevale View featured several OVparks activities. Admin Ross and Supt. Oropeza participated along with many residents in this year's Polar Bear Plunge.

**8. CONSENT CALENDAR**

**MOTION #5**

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

**8.1. CONSENT MATTERS GENERAL FUND**

- a) Ratification of Claims for November 2021 (pg 22-23)
- b) Budget Status Report for November 2021 (pg 24-26)
- c) Revenue Report for November 2021 (pg 27)
- d) Ratification of Claims for December 2021 (pg 28-29)
- e) Budget Status Report for December 2021 (pg 30-32)
- f) Revenue Report for December 2021 (pg 33)

**8.2. OLLAD CONSENT MATTERS**

- a) Ratification of Claims for November 2021 (pg 34-35)
- b) Budget Status Report for November 2021 (pg 36-37)
- c) Ratification of Claims for December 2021 (pg 38-39)
- d) Budget Status Report for November 2021 (pg 40-41)

**8.3. KENNETH GROVE CONSENT MATTERS**

- a) Ratification of Claims for November 2021 (pg 42)
- b) Budget Status Report for November 2021 (pg 43)
- c) Ratification of Claims for December 2021 (pg 44)
- d) Budget Status Report for December 2021 (pg 45)

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

**MOTION #6**

- a) Ratification of Claims for November 2021 (pg 46)  
On a motion by Director Swenson seconded by Director Brunberg, the Ratification of Claims for November 2021 was approved by a vote of 4-0-1 with Directors Stickney, Meraz, Brunberg, & Swenson voting Aye. There were no Nays. Director Montes abstained.

**MOTION #7**

- b) Ratification of Claims for December 2021 (pg 47)  
On a motion by Director Brunberg seconded by Director Meraz, the Ratification of Claims for December 2021 was approved by a vote of 4-0-1 with Directors Stickney, Meraz, Brunberg, & Swenson voting Aye. There were no Nays. Director Montes abstained.

**10. STANDING  
COMMITTEE  
REPORTS**

- a) Administration and Finance: This committee met on December 15, 2021 (pg 48): Admin Ross advised the committee discussed options available to cover the approximately \$606,000 anticipated pool improvement costs. In addition, a timeline for budget preparation for the next fiscal year was discussed. Pool funding discussion will be addressed in a subsequent agenda item tonight.
- b) Maintenance and Operation: No report.
- c) Recreation Committee: No report. Scheduled to meet on January 21.
- 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 – December 2021 (pg 49-53):  
On December 14, Admin Ross and Board Directors Stickney and Meraz met with City of Citrus Heights staff at City Hall to review the plans for the Arcade Cripple Creek Trail project. It was good to meet with the city and get their perspective and expertise. They are committed to measures which ensure a safe and well-planned trail. The total amount within the OVparks two parks affected is less than one-sixth of the entire trail.

On December 17 we received welcomed news from the State of California that OVparks would be receiving \$250,009 in Covid Relief Funds to help offset the negative impact the pandemic had on our District expenditures and revenue.

On December 28, Admin Ross submitted the District's Prop 68 Per Capita grant application to the State of California Department of Parks and Recreation. The grant is in the amount of \$198,708 with a District match of \$49,677. Admin Ross extended appreciation to Supt. Von Aesch for her assistance in the process for submission.

FCEP Report had minimal activity during the month of December.

Park Supt. Oropeza advised trees will be planted at the Community Center Park by end of February to replace the ones removed. Bids for concrete work near the Shady Oaks Disc Golf are being accepted will be presented at the February BOD meeting. Areas outside the designated parking areas at the Shady Oaks Disc Golf will be addressed to prevent vehicle access to those areas. Staff removed two downed trees at Orangevale Community Park in the disk golf area. One of the trees was blocking the creek near hole #9. The trees were knocked down during recent storms. Staff worked with SMUD contractor in the pruning of several trees along the powerlines.

Recreation Coordinator Roberts thanked the staff and volunteers for their hard work throughout the month of December.

Recreation Supervisor Jason Bain advised half year projections have been exceeded. Approximately fifty participated in the 2022 Polar Bear Plunge and soup for the event was donated by Applebees restaurant.

**12. UNFINISHED  
BUSINESS**

Update on Arcade Cripple Creek Trail Project

Admin Ross presented an update to the projected timeline presented to OVParks from the City of Citrus Heights for the trail project. The final draft plans were posted on the City of Citrus Heights website on December 6 for public comments to be submitted. January 4 was the final day for the public to submit questions and comments. On January 31 the City of Citrus Heights will incorporate recommended comments and post their responses to all comments received on their city website. The plans are anticipated to be complete at the end of February 2022. The California Transportation Commission is expected to release approval of construction funds in mid-March. On April 1, the City of Citrus Heights will be sending out a call for bids and will open bids on May 1. The City of Citrus Heights City Council will award the contract around May 26. Notice to proceed with the project is targeted to be issued on June 15. Director Stickney advised that this project has been planned for approximately twenty-four years. The Board of Directors have always supported the project. Upon opening discussion to public comments, Admin Ross introduced Tom DiGiacomo, Woodmore Oaks neighborhood representative, to speak regarding the Arcade Cripple Creek Trail Project. Mr. DiGiacomo expressed concern with the lack of lighting, trail access adjustments indicated, on-going motor bike traffic within the trail, and trail pedestrian crossing on public streets. Director Stickney advised that Sacramento County is responsible for the concerns Mr. DiGiacomo stated about safety on Highwood Way and Woodmore Oaks Dr. He offered to meet and walk the area with Mr. DiGiacomo and Admin Ross to visualize the areas of concern. Admin Ross advised that the dirt bike photos provided by Mr. DiGiacomo have been forwarded to Park Supt. Oropeza and the FECPD.

Admin Ross introduced Peg Pinard, Orangevale resident, to speak regarding the trail project. Peg expressed concern with the pedestrian crossing at Fair Oaks Blvd. citing traffic hazards and high potential for pedestrian injury. She also disagrees with the size and height of the proposed bridge within the trail, and the excessive number of trees being removed unnecessarily from the trail area. She encouraged OVparks to be skeptical of what they are being told by the City of Citrus Heights.

Director Stickney advised that the changes to the bridge are required to meet existing laws in place. The trees cut back or removed by SMUD were not approved through the City of Citrus Heights or OVparks. Director Montes suggested OVparks request that SMUD provide a summary of work completed in the Sundance Park portion of the Arcade Cripple Creek Trail in June 2021 for full review.

Chelsea Bryden, provided a comment in the Chatbox to encouraged OVparks to meet with Sacramento County regarding the crosswalk at the 7-11 to determine any potential alternate locations. She shared concerns with safety due to vehicle speed since she moved to the area in November 2021.

Admin Ross will coordinate a walkthrough with resident Tom DiGiacomo from the Sundance Trail to the proposed crosswalk location near the 7-11 convenience store.

Director Meraz indicated that Woodmore Oaks Drive is considered a Class C roadway which indicates the traffic population and residential density. This will be a factor for crosswalk installation by traffic safety.

James A. provided comment in the Chatbox that the bridge is good enough and inquired if the crosswalk on Fair Oaks Blvd. will have a stoplight. He also added, "just build the trail".

Dennis & Gloria Turner commented of safety concerns with the transition from the trail onto the public street.

### 13. NEW BUSINESS

- a) Presentation: Susan Barnes with SCI Consulting Group will present Benefit Assessments as a funding option for the District. (pg 54-60):

Susan Barnes presented funding options for the District such as Assessments versus Bonds. Special Benefit Assessments were explained as an option similar to the current OLLAD funds. Any funding option should be determined by community support and what makes the most sense for the District. Suggested timeline of implementing surveys in February or March, ballots in May or June, counted and approved by the BOD for measure submission in August, to be eligible for the 2022/2023 tax bill.

Director Brunberg inquired if an assessment could finance payment of a loan, if necessary. Susan confirmed this would be acceptable.

Director Stickney referred any questions be presented to Admin Ross to be discussed at a future meeting.

b) Presentation: Jon Isom from Isom Advisors will present General Obligation Bonds as a funding option for the District. (pg 61-75): Jon Isom, Financial Advisor, presented updated information regarding General Obligation Bonds. Typically the most common and cost effective tool for California Municipalities, GO Bonds are based on assessed value within the District, require a two-thirds vote, and are limited on how funds can be spent. Mr. Isom advised that a survey conducted revealed community members were in favor of the projects planned but tax sensitivities exist. Since the feedback from the community and data is no longer current, a tracking poll survey to gauge support is recommended. Based on the tracking poll response, revised financing and capital plans may be needed to reflect the support of the community. The cost to conduct the tracking poll will be approximately \$5,000-\$7,500. Mr. Isom indicated there is adequate time to put a GO Bond on the November 2022 Ballot. Admin Ross to forward the updated presentation to the Board of Directors.

c) Approve Resolution 22-01-680: Resolution Authorizing a 2021/22 Final Budget Amendment for Fund 332A (pg 76-77): Two capital projects occurring in this 2021/22 Fiscal Year that were unanticipated:

- The overflow parking lot and boulder project at the Shady Oaks Disc Golf course
- The outdoor fitness equipment area near the playground at Orangevale Community Park.

Neither of these projects were specifically budgeted for but became attractive to the District because of overall value and timing. Per the County, both projects qualify for funding with Park Development Fee funds (332I). The total funds proposed to be transferred from Park Development Fee funds into the General Fund (332A) is \$33,082. The Park Development Fee transfer is designated to backfill the General Fund for expenses incurred to construct the two identified capital improvement projects. Resolution 22-01-680 describes the expenditure and revenue accounts to be adjusted by this transfer, per County guidance.

On a motion by Director Montes, seconded by Director Swenson, the Resolution 22-01-680: Resolution Authorizing a 2021/22 Final Budget Amendment for Fund 332A, was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions.

d) Approval for the District Administrator to provide Aquatic Design Group with list of pool repair items to meet our timeline of having the Pool Renovation Project begin by September 2022. (pg 78-81):

The 24-year-old Orangevale Community Pool is in need of renovations. Most importantly and costly is the cracking/leaking

## MOTION #8

**MOTION #9**

and the need for re-plastering. OVparks contracted with Aquatic Design Group to provide us with a needs assessment for our pool. Based on their report, the Planning Committee met on November 5, 2021, at the pool to inspect what the report outlined. From that meeting the committee determined which repair items should be done by pool contractors and which could be done with District staff. The cost estimate for contracted work is \$606,000 (see attached). On December 15, the Finance Committee met to review our budgets and help determine how best to fund this renovation. Between the General Fund Reserve, OLLAD, and other funding options, the Committee felt the District has the funds available for this important project. Admin Ross is to provide an updated status report at the March BOD meeting.

On a motion by Director Brunberg seconded by Director Montes, for the District Administrator to provide Aquatic Design Group with list of pool repair items to meet our timeline of having the Pool Renovation Project begin by September 2022, was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions.

- e) Approval of the agreement with All Events Management Group to hold the Art Walk in the Park event at Orangevale Community Park on June 4, 2022 (pg 82-97): Lisa Montes from AEMG, Inc. submitted a special event application to hold *Art Walk in the Park* event at the Orangevale Community Park. The event will be held in the Oak/Filbert area and Pavilion/Stage area of the park. This event is designed to allow artists of all kinds to showcase their vision using chalk on the park pathways. There will be music and food, and alcohol will be sold in a designated area. Proceeds will provide scholarships for kids to attend art camp. This event will run from 11am to 4pm on June 4. The rental fee according to our fee schedule is \$667. The map and additional information will be provided by the applicant in May.

**MOTION #10 & #11  
(amended)**

On a motion by Director Brunberg, seconded by Director Meraz, the agreement with All Events Management Group to hold the Art Walk in the Park event at Orangevale Community Park on June 4, 2022, without the terms or conditions of proceeds distribution, and with authorization to the District Administrator to execute the agreement, was approved by a vote of 3-0-2 with Directors Stickney, Meraz, & Brunberg voting Aye. There were no Nays. Directors Montes and Swenson abstained.

- f) Prop 68 Per Capita Grant update. (pg 98-100):  
On December 28, Admin Ross submitted the District's Prop 68 Per Capita grant application to the State of California Department of Parks and Recreation. The grant is in the amount of \$198,708 with a District match of \$49,677. Admin Ross advised that

OGALS has approved the use of grant funding for the road between the Community Center parking lot and the new property. The remaining funding is approved for a trail to connect with Shackleton Woods. The approval stipulates the trail must have a designated beginning and destination. Park development fees would be utilized for any costs exceeding the grant amount for the trail.

g) Discuss using Sourcewell as a resource to secure contractors through a competitive bid process. (pg 101-106):

Administrator Ross and Superintendent Oropeza heard about Sourcewell as a valuable resource to utilize during the process of securing contractors for various facility repairs. After communications with Sourcewell representatives and reviewing their website (<https://www.sourcewell-mn.gov/>) and Executive Summary, they looked to be a business that would make that part of our jobs more efficient and thorough, with potential savings for the District financially. OVParks is interested in using Sourcewell from start-to-finish with a relatively uncomplicated job, which is replacing an air conditioning unit on Building #1 of the new property. We have provided them with the basic job specs, then they completed the scope of work, bid the job, and met us onsite with the contractor to inspect the job. They have provided us with a quote and work order. Before taking the next step to award the contract, information is being provided to the Board to ensure they are comfortable with this process which is new to the District.

Randy Horn, Director for Gordian, explained the benefits of utilizing Sourcewell for District bidding process. Sourcewell is a leading independent government public agency to procure and facilitate competitive bids for construction projects. Gordian, provider of construction cost data and expertise for all phases of the construction life cycle, is the awarded vendor to administer the program, scope, and work development, and streamline change order processes. Director Montes emphasized the desire of the District that contract opportunities be given to local businesses. Mr. Horn advised sub-contractor opportunities are available to local contractors, and that local contractors are encouraged to join Sourcewell to be eligible for contracts.

h) Covid-19 update (verbal):

CDC, Dept. of Public Health and Cal OSHA has recently provided updated guidance. Beginning tomorrow, January 14, 2022, staff will now be required to wear N95 masks, instead of cloth masks, at all times while inside the building.

Indoor programming continues to require participants to wear masks per Sacramento County mandate currently in place.

i) Election of Board Officers for 2022. (pg 107):

The current Officers of the Board for calendar year 2021 are:

- Mike Stickney (Chairperson)
- Lisa Montes (Vice Chairperson)
- Erica Swenson (Secretary)

**MOTION #12**

On a motion by Director Montes seconded by Director Brunberg, the Election of Board Officer Positions for 2022 is to remain the same as 2021, was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions.

- j) Board Committee assignments for 2022. (pg 108-109):  
Director Stickney is to meet with Admin Ross to establish the committee assignments for 2022, which will likely be the same or similar as 2021. Director Stickney proposed adding an Ad-Hoc Committee designated for the Arcade Cripple Creek Trail project and how it relates to Sundance and Streng parks. The Ad-Hoc Committee will include Director Meraz (chairperson) and Director Montes. This committee is encouraged to meet prior to the February 2022 BOD Meeting.
- k) Request to move the March BOD meeting from 3/10 to 3/17 (verbal):  
Due to a schedule conflict for several staff members attending the CPRS conference, the March BOD meeting was rescheduled to Thursday, March 17, 2022.

**14. DIRECTOR AND STAFF COMMENTS**

No comments were mentioned.

**15. ITEMS FOR NEXT AGENDA**

- a) Larry Bain – Fiscal Audit 2020/21
- b) Dennis Sarkisian – Rotary of Orangevale Grant
- c) Resolution for Fee Schedule
- d) Strategies for Assessment vs GO Bond discussion for partial approval with final approval at the March 2022.
- e) Resolutions for OLLAD and Kenneth Grove

**16. ADJOURNMENT**

**MOTION #13**

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 9:52 p.m. On a motion by Director Stickney, seconded by Director Brunberg, the adjournment was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz, and Montes, voting Aye. There were no Nays or Abstentions.

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Mike Stickney, Chairperson





# OVparks Winter/Spring Activity Guide NOW AVAILABLE!

## Beginning Golf Clinic

Ages: 5-8 M, 1/24-2/21 3:15-4:15pm Fee: \$91 / \$94 NR

## NEW! Pickleball 101

Ages: 18+ **Beginners:** M 1/24-2/14 8:00-9:30am or 10:00-11:30am

Ages: 18+ **Intermediate:** W 1/26-2/16 5:30-7:00pm

Fee: \$47 / \$50 NR

## Track & Field Clinic

Ages: 9-12 M, 1/24-2/21 4:20-5:20pm Fee: \$91 / \$94 NR

## Tennis Clinics

Ages: 5-8 **Beginners:** W 1/26-2/23 3:15-4:15pm

Ages: 9-12 **Intermediate:** W 1/26-2/23 4:20-5:20pm

Fee: \$91 / \$94 NR



## Play With Clay Workshop - Heartfelt Creations

Ages: 15+ Sa, 1/29 1:00-3:30pm Fee: \$25 / \$28 NR

## NEW! Twinkle Toes Tap / Jazz & Dance Intro

Ages: 3-6 Tu, 2/1-3/15 9:00-9:45am Fee: \$79 / \$82 NR

## Kidz Korner

A school year recreational program  
for preschoolers ages 3 to 5.



### Orange Blossoms - Ages: 3 & 4

Tu & Th 1/25-3/24 9:00-11:30am Fee: \$270 / \$275 NR

### Kinder Kidz - Ages: 4 & 5

M,W,F 1/24-3/25 9:00-11:30am Fee: \$320 / \$325 NR

Kidz Korner is a parent participation program with classroom assistance  
3-4 times a session. Children must be completely toilet trained to attend.



Parks Make Life Better!®



Get Connected @ovparks

6826 Hazel Ave, Orangevale

(916) 988-4373 • OVparks.com

# Try something New at OVparks!



## Best Friends Bash

Ages: 50+

Friday, February 11th • 10:30am

Join us for fun games and meet new people at the Orangevale Community Center for this free event!

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## New! Women's Total Workout

Ages: 18+ W, 2/2-2/23 10:30-11:30am Fee: \$82 / \$85 NR

## New! Teen Art Club

Grades: 6th-12th Th, 2/3-3/3 3:30-5:00pm Fee: \$30 / \$33 NR

## Basic Horsemanship - Youth

Ages: 8-15 F, 2/4-2/25 4:00-5:15pm Fee: \$162 / \$165 NR

## Collette: Travel Presentation

Ages: 18+ M, 2/7 10:30-11:30am Fee: Free



## Adult Beginners Tennis Clinic

Ages: 18+ M, 2/7-2/28 6:00-7:00pm Fee: \$82 / \$85 NR

## New! Strength Camp

Ages: 16+ M, 2/7-2/28 6:00-7:00pm Fee: \$82 / \$85 NR

## Social Dancing

Ages: 18+ M, 2/7-2/28 Fee: \$32 / \$35 NR

Salsa: 7:00-8:00pm Cha Cha: 8:00-9:00pm



## Adventure Crew - Medieval Times

Ages: 5-12 Tu-Th, 2/22-2/24 8:00am-5:00pm Fee: \$140 / \$143 NR

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## Spring Craft Fair - May 7, 2022

Applications available now on [OVparks.com](http://OVparks.com).

First vendor selection will take place 3/4.



Parks Make Life Better!®



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GENERAL FUND EXPENDITURES  
FOR THE MONTH ENDING  
JANUARY 31, 2022

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906714182	10124000	CALIFORNIA ASSOCIATION FO	WORKER'S COMP INSURANCE	<b>2,935.00</b>
1906711611	20202100	US BANK NATIONAL ASSOCIAT	BOOKS/PERIODICALS/SUBSCRIPTION	<b>185.97</b>
1906702131	20203800	JENNIFER VON AESCH	EMPLOYEE RECOGNITION BAGS	320.00
1906707409	20203800	SAM'S CLUB DIRECT CML	EMPLOYEE RECOGNITION	23.96
1906711611	20203800	US BANK NATIONAL ASSOCIAT	EMPLOYEE RECOGNITION	705.47
				<b>1,049.43</b>
1906702159	20203900	ANDREW GROSS	EMPLOYEE TRANSPORTATION	63.84
1906705688	20203900	BARRY ROSS	EMPLOYEE TRANSPORTATION	29.29
1906705691	20203900	JENNIFER VON AESCH	EMPLOYEE TRANSPORTATION	55.89
1906705693	20203900	SUSAN MYREN	EMPLOYEE TRANSPORTATION	78.06
1906709543	20203900	LAUREL HARLING	EMPLOYEE TRANSPORTATION	2.80
1906709547	20203900	ANDREW GROSS	EMPLOYEE TRANSPORTATION	14.56
				<b>244.44</b>
1906721434	20206100	AMERICAN SOCIETY OF COMPO	MEMBERSHIP DUES	<b>392.87</b>
1906709308	20207600	BURKETTS OFFICE SUPPLY IN	OFFICE SUPPLIES	<b>147.31</b>
1906705663	20219700	COMCAST	TELEPHONE SERVICES	342.10
1906709166	20219700	SPRINT P C S	TELEPHONE SERVICES	16.13
1906709165	20219700	AT&T	TELEPHONE SERVICES	24.47
1906711015	20219700	AT&T	TELEPHONE SERVICES	21.25
1906711014	20219700	COMCAST	TELEPHONE SERVICES	618.19
1906715644	20219700	COMCAST	TELEPHONE SERVICES	353.90
				<b>1,376.04</b>
1906709352	20226200	JJR ENTERPRISES INC	OFFICE EQUIPMENT SUPPLIES	<b>115.31</b>
1906711611	20231400	US BANK NATIONAL ASSOCIAT	CLOTHING/PERSONAL SUPPLIES	<b>206.88</b>
1906721433	20250500	LARRY BAIN	ACCOUNTING SERVICES	<b>5,375.60</b>
1906709339	20250700	SACRAMENTO LOCAL AGENCY F	ASSESSMENT/COLLECTION SERVICES	352.00
110523109	20250700	SAC COUNTY PROP TAX ADMIN FEE	SB 2557 1st INST ORANGEVALE PARK	9,248.24
				<b>9,600.24</b>
1906714185	20259100	KENNETH BENEDICT	OTHER PROFESSIONAL SERVICES	150.00
1906720376	20259100	KENNETH BENEDICT	OTHER PROFESSIONAL SERVICES	200.00
				<b>350.00</b>
1906714183	20259101	N3X MSP INC	IT SERVICES	<b>580.00</b>
1906714183	20281202	N3X MSP INC	SOFTWARE	<b>200.00</b>
1906702120	20285100	ADRIAAN JANSEN VAN VUUREN	RECREATIONAL SERVICES	1,885.75
1906702121	20285100	STEPHANIE TADLOCK	RECREATIONAL SERVICES	105.00
1906709522	20285100	STEVEN MIRANDA	RECREATIONAL SERVICES	474.50
1906709535	20285100	ALLGOOD DRIVING SCHOOL	RECREATIONAL SERVICES	49.30
1906709537	20285100	JOHN WALTON	RECREATIONAL SERVICES	1,900.00
1906709539	20285100	RENEE FABIANO	RECREATIONAL SERVICES	50.00
1906711611	20285100	US BANK NATIONAL ASSOCIAT	RECREATIONAL SERVICES	47.50
1906714184	20285100	PRINT PROJECT MANAGERS IN	RECREATIONAL SERVICES	5,625.00
1906714187	20285100	ALISON LLOYD	RECREATIONAL SERVICES	396.00
1906714189	20285100	HANDSTANDS INC	RECREATIONAL SERVICES	391.30
1906714188	20285100	RESCUE TRAINING INSTITUTE	RECREATIONAL SERVICES	105.00
1906720375	20285100	TERRY HOWARD	RECREATIONAL SERVICES	448.00
				<b>11,477.35</b>



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

Account Number	Expenditure Account	Budgeted 2021/2022	Current Expenditures	Expenditures to Date	Funds Available	% Left
<b>1000</b>	<b>SALARIES &amp; EMPLOYEE BENEFITS</b>					
1011000	Salaries & Wages, Regular	830,000.00	64,054.00	500,494.00	329,506.00	40%
10112100	Salaries & Wages, Extra Help	403,000.00	10,516.89	224,373.09	178,626.91	44%
10112400	Salaries, Board members	12,000.00	1,000.00	3,800.00	8,200.00	68%
10121000	Retirement	260,000.00	20,192.12	157,451.64	102,548.36	39%
10122000	Social Security	85,000.00	5,724.69	55,372.27	29,627.73	35%
10123000	Group Insurance	248,000.00	21,028.68	138,311.82	109,688.18	44%
10124000	Worker's Comp. Ins	46,000.00	2,935.00	31,422.79	14,577.21	32%
10125000	Unemployment Insurance	20,000.00	1,803.85	6,811.15	13,188.85	66%
10128000	Health Care/Retirees	0.00		-	0.00	#DIV/0!
	<b><i>SUB-TOTAL</i></b>	<b>1,904,000.00</b>	<b>127,255.23</b>	<b>1,118,036.76</b>	<b>785,963.24</b>	<b>41%</b>
<b>2000</b>	<b>SERVICES &amp; SUPPLIES</b>					
20200500	Advertise/Legal Notices	2,300.00		-	2,300.00	100%
20202100	Books/Periodicals/Subscrip	2,000.00	185.97	1,015.87	984.13	49%
20202900	Business/Conference Expense	4,500.00		1,820.00	2,680.00	60%
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	1,049.43	1,285.31	1,014.69	44%
20203802	Recognition Items	500.00		-	500.00	100%
20203803	Recognition Events	500.00		-	500.00	100%
20203900	Employee Transportation	2,700.00	244.44	1,028.16	1,671.84	62%
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	392.87	10,936.19	63.81	1%
20207600	Office Supplies	8,000.00	147.31	2,669.04	5,330.96	67%
20207602	Signs	500.00		-	500.00	100%
20207603	Keys	350.00		-	350.00	100%
20208100	Postal Services	7,500.00		2,247.87	5,252.13	70%
20208102	Stamps	2,500.00		818.00	1,682.00	67%
20208500	Printing Services	26,000.00		-	26,000.00	100%
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		-	500.00	100%
20214200	Land Improv. Maint. Supplies	500.00		-	500.00	100%
20215100	Mechanical System Maint. Ser	500.00		-	500.00	100%
20215200	Mechanical System Maint. Sup	500.00		-	500.00	100%
20216200	Painting Supplies	500.00		-	500.00	100%
20216700	Plumbing Maint. Service	400.00		-	400.00	100%
20216800	Plumbing Maint. Supplies	500.00		-	500.00	100%

Account Number	Expenditure Account	Budgeted 2021/2022	Current Expenditures	Expenditures to Date	Funds Available	% Left
20218100	Irrigation Services	500.00		-	500.00	100%
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	1,376.04	6,899.31	6,100.69	47%
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	115.31	1,121.32	2,878.68	72%
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	206.88	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	5,375.60	2,624.40	33%
20250700	Assessment/Collection Service	19,500.00	9,600.24	9,600.24	9,899.76	51%
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		871.50	4,128.50	83%
20259100	Other Professional Services	23,000.00	350.00	995.00	22,005.00	96%
20259101	Computer Consultants	8,300.00	580.00	2,830.00	5,470.00	66%
20281201	PC Hardware	8,000.00		-	8,000.00	100%
20281202	PC Software	8,000.00	200.00	1,650.00	6,350.00	79%
20281203	PC Supplies	2,000.00		-	2,000.00	100%
20281900	Elections	0.00		-	0.00	#DIV/0!
20285100	Recreational Services	170,000.00	11,927.35	86,571.78	83,428.22	49%
20285200	Recreational Supplies	37,000.00	9,886.29	30,191.27	6,808.73	18%
20289800	Other Operating Exp - Supplies	2,000.00		-	2,000.00	100%
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	5.25	31.50	168.50	84%
	<b>SUB-TOTAL</b>	<b>529,150.00</b>	<b>41,642.98</b>	<b>270,480.56</b>	<b>258,669.44</b>	<b>49%</b>
<b>3000</b>	<b>OTHER CHARGES</b>					
30321000	Interest Expense	40,000.00	14,966.25	33,864.31	6,135.69	15%
30322000	Bond/Loan Redemption	112,000.00	19,429.93	113,770.09	(1,770.09)	-2%
30345000	Taxes/Licenses/Assess Trans	1,600.00		1,134.76	465.24	29%
	<b>SUB-TOTAL</b>	<b>153,600.00</b>	<b>34,396.18</b>	<b>148,769.16</b>	<b>4,830.84</b>	<b>3%</b>

Account Number	Expenditure Account	Budgeted 2021/2022	Current Expenditures	Expeditures to Date	Funds Available	% Left
<b>4000</b>	<b>FIXED ASSETS</b>					
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%
	<b>SUB-TOTAL</b>	<b>120,000.00</b>	<b>-</b>	<b>1,350.00</b>	<b>118,650.00</b>	<b>99%</b>
<b>5000</b>	<b>INTERFUND CHARGES</b>					
50557100	Fingerprinting Service	2,800.00		608.00	2,192.00	78%
	<b>SUB-TOTAL</b>	<b>2,800.00</b>	<b>-</b>	<b>608.00</b>	<b>2,192.00</b>	<b>78%</b>
79790100	<i>Contingency Appropriations</i>	0.00		-	0.00	0%
	<i>Deposit into Reserves</i>	0.00		-	0.00	0%
	<b>GRAND TOTAL</b>	<b>2,709,550.00</b>	<b>203,294.39</b>	<b>1,539,244.48</b>	<b>1,170,305.52</b>	<b>43%</b>

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND  
REVENUE STATEMENT  
FISCAL YEAR 2021/2022  
JANUARY 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	837,221.50	837,221.50	635,855.50	56.83%
91910200	Prop. Taxes - Current Unsecured	54,400	52,286.97	52,286.97	2,113.03	96.12%
91910300	Supplemental Taxes Current	37,000	13,812.69	13,812.69	23,187.31	37.33%
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	7,374.24	7,374.24	6,871.76	51.76%
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		0.00	109.00	
91913000	Prop. Tax Prior - Unsecured	1,105	553.56	553.56	551.44	50.10%
91914000	Penalty Costs - Prop. Tax	349	244.89	244.89	104.11	70.17%
91919900	Taxes - Other	-		0.00	0.00	
	<b>SUB-TOTAL TAXES 9100</b>	<b>1,594,836</b>	<b>911,493.85</b>	<b>924,265.55</b>	<b>670,570.45</b>	<b>57.95%</b>
94941000	Interest Income	14,000	1,550.00	1,612.00	12,388.00	11.51%
94942900	Building Rental Other	70,000	7,962.35	83,083.04	-13,083.04	118.69%
94943900	Cell Tower Leases	48,500		23,555.88	24,944.12	48.57%
94944800	Rec. Concessions Final 9	21,000		11,672.70	9,327.30	55.58%
94945900	Other Vending Devices	-		0.00	0.00	#DIV/0!
94949000	Concessions - Other	-		0.00	0.00	
95952200	Homeowner Prop. Tax Relief	15,000	6,428.20	6,428.20	8,571.80	42.85%
95952900	In-Lieu Taxes	-	33,082.00	36,390.33	-36,390.33	#DIV/0!
95959504	Fiscal Relief for Independent Special Di	-	250,009.00	250,009.00	-250,009.00	#DIV/0!
95956900	State Aid - Other Misc. Programs	-		0.00	0.00	
96963313	Miscellaneous Fees	1,000		803.73	196.27	80.37%
96964600	Recreation Service Charges	450,000	50,121.37	230,133.74	219,866.26	51.14%
96969700	Security Services	2,000		352.00	1,648.00	17.60%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	1,700	1,150.00	2,851.00	-1,151.00	
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		278.60	1,421.40	16.39%
	<b>SUB-TOTAL OTHER MISC. INCOME</b>	<b>626,500</b>	<b>350,302.92</b>	<b>647,702.22</b>	<b>-21,202.22</b>	<b>103.38%</b>
	<b>TOTAL BUDGET AMOUNT</b>	<b>2,221,336</b>	<b>1,261,796.77</b>	<b>1,571,967.77</b>	<b>649,368.23</b>	<b>70.77%</b>



OLLAD EXPENDITURES  
FOR THE MONTH ENDING  
JANUARY 31, 2022

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906714155	20210300	NORTHERN CALIFORNIA INALL	AGRICULTURE/HORTICULTURE SERVICE	375.00
1906705665	20211200	LOWES BUSINESS ACCOUNT	BUILDING MAINTENANCE/SUPPLY MATERIALS	81.79
1906709298	20211200	CSLS INC	BUILDING MAINTENANCE/SUPPLY MATERIALS	75.87
1906713857	20211200	AMERICAN RIVER ACE HARDWARE	BUILDING MAINTENANCE/SUPPLY MATERIALS	209.23
1906721431	20211200	LOWES BUSINESS ACCOUNT	BUILDING MAINTENANCE/SUPPLY MATERIALS	114.52
				<b>481.41</b>
1906709292	20213200	HOME DEPOT USA INC	ELECTRICAL MAINTENANCE SUPPLIES	172.08
1906709292	20214200	HOME DEPOT USA INC	LAND IMPROVEMENT MAINTNANCE SUPPLIES	126.48
1906709287	20214200	DOGPOOPBAGS COM LLC	LAND IMPROVEMENT MAINTNANCE SUPPLIES	1,475.47
1906713857	20214200	AMERICAN RIVER ACE HARDWARE	LAND IMPROVEMENT MAINTNANCE SUPPLIES	138.12
1906714174	20214200	INDUSTRIAL CONTAINER SERVICE	LAND IMPROVEMENT MAINTNANCE SUPPLIES	1,251.80
1906714174	20214200	INDUSTRIAL CONTAINER SERVICE	TAX ACCRUAL	97.01
1906714178	20214200	SCP DISTRIBUTORS LLC	LAND IMPROVEMENT MAINTNANCE SUPPLIES	103.35
1906720370	20214200	NELSONS BUILDING MAINTENANCE	LAND IMPROVEMENT MAINTNANCE SUPPLIES	622.58
1906721431	20214200	LOWES BUSINESS ACCOUNT	LAND IMPROVEMENT MAINTNANCE SUPPLIES	55.61
				<b>3,870.42</b>
1906714089	20215100	GOLDEN AIRE INC	MECHANICAL SYSTEMS MAINTENANCE	429.60
1906713857	20215200	AMERICAN RIVER ACE HARDWARE	MECHANICAL SYSTEMS MAINTENANCE	7.76
1906714179	20215200	SCP DISTRIBUTORS LLC	MECHANICAL SYSTEMS MAINTENANCE	248.62
1906711611	20215200	US BANK NATIONAL ASSOCIATION	MECHANICAL SYSTEMS MAINTENANCE	30.85
1906713869	20215200	SCP DISTRIBUTORS LLC	MECHANICAL SYSTEMS MAINTENANCE	387.64
				<b>674.87</b>
1906713857	20216200	AMERICAN RIVER ACE HARDWARE	PAINTING SUPPLIES	124.74
1906709302	20216800	FERGUSON ENTERPRISES INC	PLUMBING MAINTENANCE SUPPLIES	182.32
1906709302	20216800	FERGUSON ENTERPRISES INC	TAX ACCRUAL	0.86
1906709292	20216800	HOME DEPOT USA INC	PLUMBING MAINTENANCE SUPPLIES	29.59
1906713857	20216800	AMERICAN RIVER ACE HARDWARE	PLUMBING MAINTENANCE SUPPLIES	113.69
1906711611	20216800	US BANK NATIONAL ASSOCIATION	PLUMBING MAINTENANCE SUPPLIES	40.00
				<b>366.46</b>
1906709159	20219100	SMUD	ELECTRICITY	4,566.24
1906711013	20219200	PACIFIC GAS AND ELECTRIC	NATURAL GAS/LPG/FUEL OIL	2,167.67
1906709162	20219300	ALLIED WASTE SERVICES OF	REFUSE COLLECTION/DISPOSAL SERVICE	1,633.31
1906709305	20219500	UNITED SITE SERVICES OF	SEWAGE DISPOSAL SERVICES	378.50
1906720356	20219500	COUNTY OF SACRAMENTO	SEWAGE DISPOSAL SERVICES	819.46
				<b>1,197.96</b>
1906711611	20219800	US BANK NATIONAL ASSOCIATION	WATER	56.70
1906715651	20219800	ORANGEVALE WATER COMPANY	WATER	1,197.76
1906720355	20219800	ORANGEVALE WATER COMPANY	WATER	720.57
				<b>1,975.03</b>
1906705668	20220500	NAZIR GROUP	AUTO MAINTENANCE SERVICES	116.55
1906705669	20220500	NAZIR GROUP	AUTO MAINTENANCE SERVICES	186.16
1906711611	20220500	US BANK NATIONAL ASSOCIATION	AUTO MAINTENANCE SERVICES	1,286.97
1906711611	20220500	US BANK NATIONAL ASSOCIATION	TAX ACCRUAL	0.01
1906720360	20220500	NAZIR GROUP	AUTO MAINTENANCE SERVICES	79.11
				<b>1,668.80</b>



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

Account Number	Expenditure Account	Budgeted 2021/2022	Current Expenditures	Expenditures to Date	Funds Available	% Left
<b>2000</b>	<b>SERVICES &amp; SUPPLIES</b>					
20203500	Education/Training Service	3,000.00		1,075.08	1,924.92	64%
20206100	Membership Dues	1,000.00		-	1,000.00	100%
20207600	Office Supplies	500.00		-	500.00	100%
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	375.00	2,542.17	9,457.83	79%
20210400	Agricultural/Horticultural Supply	13,000.00		-	13,000.00	100%
20211200	Building Maint. Supplies	9,000.00	481.41	2,827.30	6,172.70	69%
20212200	Chemicals	38,000.00		20,889.40	17,110.60	45%
20213100	Electrical Maint. Service	6,000.00		-	6,000.00	100%
20213200	Electrical Maint. Supplies	2,000.00	172.08	356.57	1,643.43	82%
20214100	Land Improv. Maint. Service	48,000.00		19,519.18	28,480.82	59%
20214200	Land Improv. Maint. Supplies	35,000.00	3,870.42	19,676.81	15,323.19	44%
20215100	Mechanical System Maint. Ser	9,500.00	429.60	3,603.89	5,896.11	62%
20215200	Mechanical System Maint. Sup	3,000.00	674.87	815.74	2,184.26	73%
20216200	Painting Supplies	1,500.00	124.74	195.94	1,304.06	87%
20216700	Plumbing Maint. Service	1,000.00		155.49	844.51	84%
20216800	Plumbing Maint. Supplies	3,500.00	366.46	1,298.56	2,201.44	63%
20218100	Irrigation Service	2,000.00		-	2,000.00	100%
20218200	Irrigation Supplies	16,000.00		5,477.54	10,522.46	66%
20218500	Permit Charges	3,500.00		1,604.00	1,896.00	54%
20219100	Electricity	82,000.00	4,566.24	39,564.75	42,435.25	52%
20219200	Natural Gas / LPG/ Fuel Oil	28,000.00	2,167.67	4,202.32	23,797.68	85%
20219300	Refuse Collection / Disposal Service	24,000.00	1,633.31	10,028.62	13,971.38	58%
20219500	Sewage Disposal Service	13,500.00	1,197.96	7,478.88	6,021.12	45%
20219700	Telephone System	2,000.00		-	2,000.00	100%
20219800	Water	58,000.00	1,975.03	34,543.21	23,456.79	40%
20219900	Telephone System Maintenance	2,000.00		1,332.00	668.00	33%
20220500	Auto Maintenance Service	5,000.00	1,668.80	2,250.65	2,749.35	55%
20220600	Auto Maintenance Supplies	5,500.00	47.87	1,856.06	3,643.94	66%
20221200	Construction Equip. Maint. Sup.	500.00		-	500.00	100%
20222600	Expendable Tools	3,500.00	206.73	594.78	2,905.22	83%
20223600	Fuel & Lubricants	17,000.00	971.56	11,011.58	5,988.42	35%
20227500	Rent/Lease Equipment	5,000.00		401.51	4,598.49	92%
20228100	Shop Equip. Maint. Service	1,500.00		578.50	921.50	61%
20228200	Shop Equip. Maint. Supplies	8,000.00	68.00	2,341.50	5,658.50	71%
20229100	Other Equip. Maint. Service	2,000.00		471.91	1,528.09	76%
20229200	Other Equip. Maint. Supplies	3,500.00	769.77	1,923.62	1,576.38	45%
20231400	Clothing/Personal Supplies	3,500.00	595.38	1,475.96	2,024.04	58%
20232100	Custodial Service	0.00		-	0.00	#DIV/0!
20232200	Custodial Supplies	20,000.00	1,458.92	8,673.39	11,326.61	57%
20250500	Accounting Services	3,000.00	2,954.80	2,954.80	45.20	2%
20252500	Engineering Services	15,000.00		10,451.74	4,548.26	30%
20253100	Legal Services	10,000.00		540.00	9,460.00	95%
20257100	Security Services	23,000.00	4,680.00	11,730.00	11,270.00	49%
20259100	Other Professional Services	38,000.00	510.00	13,440.95	24,559.05	65%
20289800	Other Operating Expenses Sup.	3,000.00		-	3,000.00	100%

Account Number	Expenditure Account	Budgeted 2021/2022	Current Expenditures	Expenditures to Date	Funds Available	% Left
	<b>SUB-TOTAL</b>	<b>586,500.00</b>	<b>31,966.62</b>	<b>247,908.09</b>	<b>338,591.91</b>	<b>58%</b>
<b>3000</b>	<b>OTHER CHARGES</b>					
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%
	<b>SUB-TOTAL</b>	<b>1,300.00</b>	<b>-</b>	<b>-</b>	<b>1,300.00</b>	<b>100%</b>
<b>4000</b>	<b>FIXED ASSETS</b>					
42420200	Struc. & Improvements	227,438.00		-	227,438.00	100%
43430300	Equipment	0.00		-	0.00	#DIV/0!
	<b>SUB-TOTAL</b>	<b>227,438.00</b>	<b>-</b>	<b>-</b>	<b>227,438.00</b>	<b>100%</b>
	<b>GRAND TOTAL</b>	<b>815,238.00</b>	<b>31,966.62</b>	<b>247,908.09</b>	<b>567,329.91</b>	<b>70%</b>



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

Account Number	Expenditure Account	Budgeted 2021/2022	Current Expenditures	Expenditures to Date	Funds Available	% Left
<b>2000</b>	<b>SERVICES &amp; SUPPLIES</b>					
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	39.19	378.36	421.64	53%
20223600	Fuel & Lubricants	766.00	63.76	766.00	0.00	0%
20250500	Accounting Services	600.00	569.60	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	#DIV/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	#DIV/0!
	<b>SUB-TOTAL</b>	<b>5,514.00</b>	<b>672.55</b>	<b>2,713.96</b>	<b>2,800.04</b>	<b>51%</b>
<b>4000</b>	<b>FIXED ASSETS</b>					
42420200	Struc. & Improvements	0.00		-	0.00	0%
	<b>SUB-TOTAL</b>	<b>0.00</b>	<b>-</b>	<b>-</b>	<b>0.00</b>	<b>0%</b>
	<b>GRAND TOTAL</b>	<b>5,514.00</b>	<b>672.55</b>	<b>2,713.96</b>	<b>2,800.04</b>	<b>51%</b>



**ORANGEVALE RECREATION & PARK DISTRICT  
RECREATION COMMITTEE MEETING RECAP  
FRIDAY, JANUARY 21, 2022  
10:00 AM**

**LOCATION:  
Orangevale Community Center  
6826 Hazel Avenue in Orangevale, CA 95662  
And Virtually on Zoom**

1. **CALL TO ORDER** *The meeting was called to order by Committee Chairperson Montes at 10:04am. Roll call: Lisa Montes, Manie Meraz, Barry Ross, Jason Bain, Melyssa Woodford, Nadia Khokhhar Roberts.*
  2. **PUBLIC DISCUSSION**  
*Any person may address the committee; however, any matter that requires action will be referred to staff and/or committee/Board of Directors for a report and action at a subsequent meeting.*
  3. **UNFINISHED BUSINESS**
  4. **NEW BUSINESS**
    - A. Fall Recap (July-December)  
*Supervisor Bain provided charts that show the District's revenue for facility rentals and recreation programs for the first half of this fiscal year. The charts show our projected revenue and our actual revenue. In order to help us compare to our revenues prior to Covid-19, he provided charts that show the most current four fiscal years. Through the first half of this fiscal year, we are on par with our revenues from FY 2018-19, which was the last full fiscal year prior to Covid-19. At mid-year, we are currently about \$50,000 above our projected revenue in facility rentals + recreation programs.*
    - B. Programs and Events Updates and Discussion  
*Staff provided a brief update on programs being offered in our newly released Activity Guide. We noted that our new Pickleball Lessons will begin this week, and we are open to new program ideas.*
    - C. Facility Fee Schedule: Discuss options for increasing fees to help offset inflation costs.  
*Staff shared a table that included the rentable facilities at OVparks. The table showed the current rental fees along with potential fees if increased by 5% or 10%. OVparks compares our fees with five other neighboring agencies. OVparks last raised fees in February 2020. Fees were not increased in 2021 because most of our facilities were closed in 2020 due to Covid-19.*  
*After much discussion, the Committee agreed to bring the following recommended rate adjustments to the Board of Directors for approval. Increased fees are intended to help us stay competitive and keep up with inflation.*
      - 10% increase for **Swimming Pool** rentals
      - 5% increase for rentals at the **Community Center, Activity Building, and Youth Center**
      - 5% increase for the **Horse Arena** rentals
      - 5% increase for **Athletic Fields** in general, but no increase for recreational youth sports leagues.
      - 5% increase for **Special Event** rentals in our parks
      - 0% increase for rentals at the **New Buildings**
        - We want to increase the number of rentals, so wish to keep fees where they are.
      - 0% increase for **Picnic Shelters**
        - Our fees are already at the high end of the scale compared to other agencies.
- There was discussion involving three other topics related to facility rentals:*
1. *OVparks offers reduced rates for "Civic/Non-Profit" and for "Civic/Non-Profit Youth Serving". The Committee recommends combining these all under "Civic/Non-Profit." The fiscal impact is negligible, but it saves administrative time and effort from staff, and it makes*



*our rental options more clear.*

2. *The Committee recommends that staff expand the Inclement Weather Policy to include outdoor facility rentals that do not occur on athletic fields. The Cyclocross example was cited.*
3. *The Committee recommends that we do not add fees to rentals that charge fees for admission or participation. The ideas of a fee-per-participant or a flat fee were discussed. There was expressed concern about extra administrative tasks required of staff, and crossing over the cost/benefit line to where we would lose renters.*

5. **DIRECTOR'S AND STAFF'S COMMENTS**

6. **SET DATE FOR NEXT MEETING**

*A date will be set when there is a need for another meeting.*

7. **ITEMS FOR NEXT AGENDA**

8. **ADJOURNMENT** *The meeting was adjourned at 11:25am*

**NOTICE:**

*As presiding officer, the Chair has the authority to preserve order at all 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 meeting, and to enforce the rules of the meeting.*

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.

**\*Due to Covid-19 guidance, public may only attend the meeting via Zoom at this link and information:**

**<https://us02web.zoom.us/j/85978504291?pwd=MzZuZk03dzhsWkZwT0R3ZEZJU2Uwdz09>**

**Meeting ID: 859 7850 4291**

**Passcode: OVparks**

Directors can be reached at: [director@ovparks.com](mailto:director@ovparks.com)

Manie Meraz

Mike Stickney

Erica Swenson

Sharon Brunberg

Lisa Montes

# STAFF REPORT



DATE: 2-10-22

TO: Board of Directors

FROM: Barry Ross, District Administrator

SUBJECT: **MONTHLY ACTIVITY REPORT – JANUARY 2021**

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## **ADMINISTRATION**

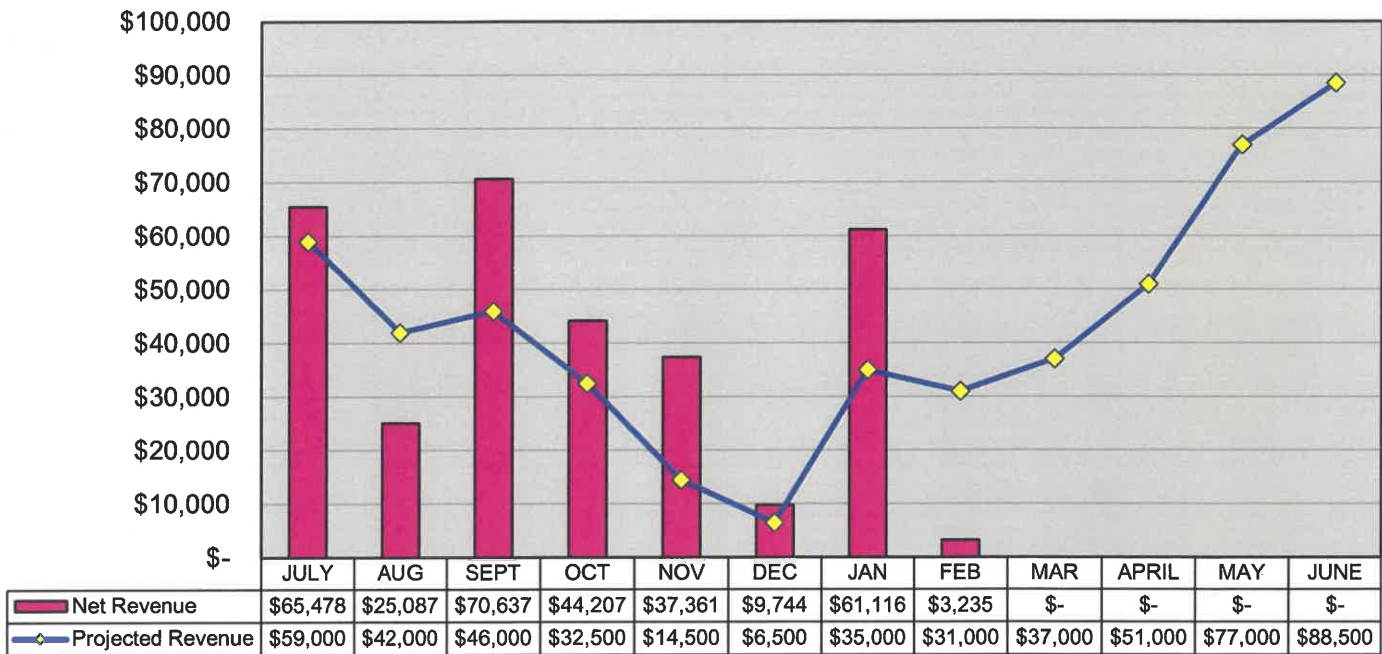
- On January 1, OVparks hosted its annual Polar Bear Plunge with about 50 participants taking “the plunge” along with many family members on the pool deck in support. Admin Ross and Superintendent Oropeza earned their Polar Bear Plunge pins. Thanks go to Applebee’s for sponsoring the soup, and to Director Meraz, Supervisor Bain, Supervisor Woodford, and Parks Foreman Fuhlrodt for their involvement.
- On January 5, Dennis Sarkisian (President of the Rotary Club of Orangevale) delivered a grant check to Admin Ross in the amount of \$5,400 to go towards the new outdoor fitness equipment.
- On January 11, Admin Ross and Superintendent Oropeza met with Tom Carden (Project Director for the Orangevale-Fair Oaks Community Foundation) to discuss projects for the 2022 Big Day of Service, scheduled for Saturday, May 21.
- On January 29, Admin Ross and Coordinator Roberts attended the Orangevale Community Open House at The Grange. Nearly 30 community organizations were present with booths to help share information with interested members of the community.
- On January 31, Admin Ross attended a California Association of Parks & Recreation Districts (CARPD) meeting on zoom. The meeting included about 40 District Administrators from throughout the state. The primary topics of discussion included: transitioning from gas to electric equipment and vehicles in parks; Covid-19 impacts to agencies and programs; General Obligation Bonds.

**RECREATION**

January	Enrollment	Attendance	Gross Revenue
<b>Active Adults</b>			
Bridge	40		\$ 80.00
Mid-Day Movie		4	
Pinochle	10		\$ 10.00
<b>Active Adults Sub Total</b>	<b>50</b>	<b>4</b>	<b>\$ 90.00</b>
<b>Classes</b>			
Aikido - Teen/Adult	5		\$ 875.00
Aikido - Youth	8		\$ 610.00
Artist Studio	14		\$ 742.00
Basketball Mens 3 on 3	11		\$ 407.00
Chen Tai-Chi	5		\$ 250.00
Drivers Education	1		\$ 29.00
Karate - Preschool	5		\$ 950.00
Karate - Shotokan Grange Hall	5		\$ 1,075.00
Karate - Shotokan Youth Center	6		\$ 860.00
Kids Bootcamp	6		\$ 750.00
Pickleball 101	14		\$ 630.00
Turns n Tumble Baby Ballet	3		\$ 132.00
Turns n Tumble Pre Ballet	2		\$ 88.00
Ukulele	6		\$ 6.00
Winter Youth Basketball	77		\$ 9,250.00
Zumbini	3		\$ 97.00
<b>Classes Sub Total</b>	<b>171</b>	<b>0</b>	<b>\$ 16,751.00</b>
<b>Events</b>			
Polar Bear Plunge	47		\$ 235.00
<b>Events Sub Total</b>	<b>47</b>	<b>0</b>	<b>\$ 235.00</b>
<b>Preschool</b>			
Kinder Kidz	18		\$ 5,565.00
Orange Blossoms	13		\$ 3,484.00
<b>Preschool Sub Total</b>	<b>31</b>	<b>0</b>	<b>\$ 9,049.00</b>
<b>GRAND TOTAL</b>	<b>299</b>	<b>4</b>	<b>\$ 26,125.00</b>

**January Gross Revenue Recap** – January OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$61,116 which is \$26,116 above the projected amount. January recreation revenue came in at \$50,121 which is \$20,121 above the projected amount. The January facility revenue amount is \$10,995 which is \$5,995 above the projected amount. *Please note the revenue referenced here includes prepayments for future programs while the revenue figures listed in the chart above represent revenue attributed to programs occurring in January.*

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



### PARKS

#### Park Infrastructure

##### All Parks

- Staff continues to do monthly playground inspections and makes repairs on site as needed.
- Staff continues to take care of the pool maintenance.
- 8 Bollards were replaced at Community Park and Pecan Park. Several were in concrete mow strips.
- Staff installed 2 lights at the Pecan restrooms.

#### Mechanics

- Staff continues to do basic maintenance to small engine equipment.
- Staff installed a new engine in the chemical spray rig.
- Staff replaced the disc and brakes on the 1996 Chevy 3500.
- Staff replaced the rear brake calipers on the 2002 Dodge Dakota.
- Staff replaced the door handle on the 2003 Ford Ranger.

#### Park Irrigation

- All irrigation is off.

#### Park Grounds

- Staff continues ongoing maintenance at all parks (restrooms, trash, mowing, edging, & blowing).
- Staff repaired 32 ft of fence near the Horse Arena parking lot.
- Staff removed graffiti 3 times from the Community Park, Horse Arena, and Pecan Park.
- Staff mulched leaves in all parks of the District.
- A large hanging branch was removed from Disk Golf near hole #4.

- Staff chipped and removed two large stumps from the shop parking lot.

**Other Reports**

- Staff removed the lights and decorations from the Holiday Tree and helped with the cleaning.
- County of Sacramento performed their yearly creek cleanup.
- Staff installed a new microphone connection box in the front area of the stage at the New Property Building #1.

**Fulton-El Camino Park District Police Department**  
**Monthly activity report for: Orangevale Recreation and Park District**  
**Reporting Period: 2021-12-01 to 2021-12-31**

**Almond Park**

No issues to report.

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**Norma Hamlin Park**

No issues to report.

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**Off Property**

No issues to report.

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**OV Community Center**

No issues to report.

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**OV Community Park**

No issues to report.

---

**OV Community Park (Disc Golf)**

No issues to report.

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**Palisades Park**

Arrest Warrant: 1/20/22 17:57 Misdemeanor – No Bail

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**Pecan Park**

No issues to report.

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**Sundance Nature Area**

No issues to report.

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**Youth Center Park**

No issues to report.

**Grant Check from Rotary Club of Orangevale**



**Preschool Field Trip to the Folsom Zoo**



# STAFF REPORT



DATE: 2-10-22

TO: Board of Directors

FROM: Barry Ross, District Administrator

SUBJECT: **APPROVAL OF THE ORANGEVALE RECREATION & PARK DISTRICT FISCAL AUDIT 2020/21**

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## **RECOMMENDATION**

Approve the District Audit for fiscal year 2020/21 as completed by auditor Larry Bain.

## **BACKGROUND**

The District contracted with Larry Bain, CPA, to conduct the audit for fiscal year 2020/21. The audit has been completed and Mr. Bain will present the audit and discuss the findings.

## **RECOMMENDED MOTION**

I move that we approve and file the Orangevale Recreation & Park District fiscal audit for 2020/21.

**ORANGEVALE RECREATION AND PARK DISTRICT**  
**FINANCIAL STATEMENTS**  
**FOR THE FISCAL YEAR ENDED JUNE 30, 2021**



# ORANGEVALE RECREATION AND PARK DISTRICT

## Table of Contents

Independent Auditor’s Report.....	1
Basic Financial Statements:	
Government-Wide Financial Statements:	
Statement of Net Position.....	3
Statement of Activities.....	4
Fund Financial Statements	
Governmental Funds:	
Balance Sheet.....	5
Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position – Governmental Activities.....	6
Statement of Revenues, Expenditures and Changes in Fund Balances.....	7
Reconciliation of the Statement of Revenues, Expenditures and Changes In Fund Balances of Governmental Funds to the Government-Wide Statement of Activities – Governmental Activities.....	8
Notes to the Financial Statements.....	9
Required Supplementary Information:	
Budgetary Comparison Schedules:	
General Fund.....	24
Landscape and Lighting.....	25
Schedule of the District’s Proportionate Share of the Net Pension Liability.....	26
Schedule of the District Pension Contributions.....	27
Note to the Required Supplementary Information.....	28

# LARRY BAIN, CPA

## An Accounting Corporation

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2148 Frascati Drive, El Dorado Hills, CA 95762 / 916.601-8894  
[lpbain@sbcglobal.net](mailto:lpbain@sbcglobal.net)

### INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Orangevale Recreation and Park District  
Orangevale, CA

We have audited the accompanying financial statements of the governmental activities, each major fund and the aggregate remaining fund information of Orangevale Recreation and Park District as of and for the fiscal year ended June 30, 2021, and the related notes to the financial statements, which collectively make up the basic financial statements, as listed in the table of contents.

#### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### **Auditors' Responsibility**

Our Responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### **Opinion**

In our opinion the basic financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund and the aggregate remaining fund information of the Orangevale Recreation and Park District as of June 30, 2021, and the changes in financial position, of those activities and funds for the fiscal year then ended in conformity with U.S. generally accepted accounting principles.

## **Other Matters**

### *Required Supplementary Information*

The Orangevale Recreation and Park District has not presented the Management Discussion and Analysis that accounting principles generally accepted in the United States has determined is necessary to supplement, although not required to be part of, the basic financial statements.

The required supplementary information other than MD&A, as listed in the table of contents as the budgetary comparison for the General fund and landscape and lighting assessment district on pages 24 and 25 the Orangevale Recreation and Park District Employees' Retirement System Schedule of the District's Proportionate Share of the Net Position Liability and the Retirement System Schedule of the District's Contributions on pages 26 and 27; be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency obtained during our audit of the basic financial statements. We do 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.



**Larry Bain, CPA,**  
**An Accounting Corporation**  
January 13, 2022

**ORANGEVALE RECREATION AND PARK DISTRICT**

**STATEMENT OF NET POSITION  
JUNE 30, 2021**

	<u>Governmental Activities</u>
Assets	
Cash and investments	\$ 2,352,536
Due from other government	7,349
Restricted cash and investments	610,430
Capital assets:	
Land	6,752,433
Construction in progress	238,334
Land improvements	2,904,912
Buildings and improvements	5,192,410
Equipment	1,076,972
Less: accumulated depreciation	<u>(4,978,375)</u>
Capital assets-net	<u>11,186,686</u>
Total assets	<u>14,157,001</u>
Deferred Outflows of Resources	
Deferred outflows-pensions	<u>854,669</u>
Liabilities	
Current liabilities:	
Claims payable	66,790
Accrued wage	59,260
Deposits	2,100
Accrued interest	12,449
Due within one year	<u>136,640</u>
Total current liabilities	<u>277,239</u>
Non-current liabilities:	
Due in more than one year	<u>2,970,130</u>
Total liabilities	<u>3,247,368</u>
Deferred Inflows of Resources	
Deferred inflows-pensions	<u>206,597</u>
Total deferred inflows of resources	<u>206,597</u>
Net Position	
Net investment in capital assets	10,173,495
Unrestricted	<u>1,384,210</u>
Total net position	<u>\$ 11,557,705</u>

The notes to the financial statements are an integral part of this statement

**ORANGEVALE RECREATION AND PARK DISTRICT**

**STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED JUNE 30, 2021**

Functions/programs	Expenses	Program Revenues			Net (Expense) Revenue and Change in Net Position Governmental Activities
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Governmental Activities					
Community services/recreation	\$ 2,910,876	\$ 537,153	\$ 567,870	\$ 83,172	\$ (1,722,681)
Interest on long-term debt	35,955				(35,955)
<b>Total governmental activities</b>	<b>\$ 2,946,831</b>	<b>\$ 537,153</b>	<b>\$ 567,870</b>	<b>\$ 83,172</b>	<b>(1,758,636)</b>

General Revenues:

Taxes:

Property tax, levied for general purposes	1,569,792
Investment income	17,373
Other	3,560
<b>Total general revenues</b>	<b>1,590,725</b>
Change in net position	(167,911)
Net position - beginning	11,725,616
<b>Net position - ending</b>	<b>\$ 11,557,705</b>

The notes to the financial statements are an integral part of this statement

**ORANGEVALE RECREATION AND PARK DISTRICT**

**GOVERNMENTAL FUNDS  
BALANCE SHEET  
JUNE 30, 2021**

	Major Funds			Non-Major Funds		Total Governmental Funds
	General Fund	Orangevale Landscape & Lighting District	Park Development Fees	Developer In-Lieu Fees	Kenneth Grove Assessment District	
<b>Assets</b>						
Cash and investments	\$ 1,583,819	\$ 744,728	\$ -	\$ -	\$ 23,989	\$ 2,352,536
Due from other government	3,646	2,080	1,140	422	61	7,349
Restricted cash and investments			446,924	163,506		610,430
<b>Total assets</b>	<b>\$ 1,587,465</b>	<b>\$ 746,808</b>	<b>\$ 448,064</b>	<b>\$ 163,928</b>	<b>\$ 24,050</b>	<b>\$ 2,970,315</b>
<b>Liabilities</b>						
Claims payable	\$ 31,785	\$ 35,005	\$ -	\$ -	\$ -	\$ 66,790
Accrued payroll	59,260					59,260
Deposits	2,100					2,100
<b>Total liabilities</b>	<b>93,145</b>	<b>35,005</b>				<b>128,150</b>
<b>Fund Balances</b>						
Restricted			448,064	163,928		611,992
Assigned	1,033,228	711,803			24,050	1,769,081
Unassigned	461,092					461,092
<b>Total fund balances</b>	<b>1,494,320</b>	<b>711,803</b>	<b>448,064</b>	<b>163,928</b>	<b>24,050</b>	<b>2,842,165</b>
<b>Total liabilities and fund balances</b>	<b>\$ 1,587,465</b>	<b>\$ 746,808</b>	<b>\$ 448,064</b>	<b>\$ 163,928</b>	<b>\$ 24,050</b>	<b>\$ 2,970,315</b>

The notes to the financial statements are an integral part of this statement

ORANGEVALE RECREATION AND PARK DISTRICT

RECONCILIATION OF GOVERNMENTAL FUNDS BALANCE SHEET  
TO THE STATEMENT OF NET POSITION  
JUNE 30, 2021

Fund balances of governmental funds	\$ 2,842,165
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets, net of accumulated depreciation, are not current financial resources and are not included in the governmental funds.	11,186,686
Some liabilities, including long-term debt, accrued interest and compensated absences are not due and payable in the current period and therefore are not reported in the funds.	
Compensated absences	(93,353)
Accrued interest	(12,449)
Net pension liability, deferred inflows/outflows	(1,917,885)
Long-term debt	<u>(1,013,191)</u>
Net position of governmental activities	<u>\$ 10,991,973</u>

The notes to the financial statements are an integral part of this statement

**ORANGEVALE RECREATION AND PARK DISTRICT**

**GOVERNMENTAL FUNDS  
STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE  
FOR THE FISCAL YEAR ENDED JUNE 30, 2021**

	Major Funds			Non-Major Funds		Total Governmental Funds
	General Fund	Orangevale Landscape & Lighting District	Park Development Fees	Developer In-Lieu Fees	Kenneth Grove Assessment District	
<b>Revenues</b>						
Property taxes	\$ 1,556,947	\$ -	\$ -	\$ -	\$ -	\$ 1,556,947
Intergovernmental revenues	12,845					12,845
Charges for current services	424,199					424,199
Special assessments	-	562,507	63,966	19,206	5,363	651,042
Use of money and property	121,533	4,904	2,725	1,016	147	130,325
Other revenues and reimbursements	3,560					3,560
<b>Total revenues</b>	<b>2,119,084</b>	<b>567,411</b>	<b>66,691</b>	<b>20,222</b>	<b>5,510</b>	<b>2,778,918</b>
<b>Expenditures</b>						
Salaries and benefits	1,611,173	-			-	1,611,173
Services and supplies	298,600	523,813			5,079	827,492
Capital outlay	39,495	102,133				141,628
Debt service						
Principal	105,739					105,739
Interest	38,502					38,502
<b>Total expenditures</b>	<b>2,093,509</b>	<b>625,946</b>			<b>5,079</b>	<b>2,724,534</b>
<b>Net change in fund balances</b>	<b>25,575</b>	<b>(58,535)</b>	<b>66,691</b>	<b>20,222</b>	<b>431</b>	<b>54,384</b>
<b>Fund balances, beginning of fiscal year</b>	<b>1,468,745</b>	<b>770,338</b>	<b>381,373</b>	<b>143,706</b>	<b>23,619</b>	<b>2,787,781</b>
<b>Fund balances, end of fiscal year</b>	<b>\$ 1,494,320</b>	<b>\$ 711,803</b>	<b>\$ 448,064</b>	<b>\$ 163,928</b>	<b>\$ 24,050</b>	<b>\$ 2,842,165</b>

The notes to the financial statements are an integral part of this statement



ORANGEVALE RECREATION AND PARK DISTRICT

RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUE,  
EXPENDITURES, AND CHANGES IN FUND BALANCE  
TO THE STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED JUNE 30, 2021

Net change in fund balances - total governmental funds \$ 54,384

Amounts reported for governmental activities in the Statement of Activities differs from the amounts reported in the Statement of Revenues, Expenditures and Changes in Fund Balances because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the costs of those assets are allocated over their estimated useful lives as depreciation expense or are allocated to the appropriate functional expense when the cost is below the capitalization threshold. This activity is reconciled as follows:

Cost of assets capitalized	141,628
Depreciation expense	(259,763)

Repayment of long-term debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position. 105,739

Accrued interest reported in the statement of activities does not require the use of current financial resources and, therefore, is not reported in governmental funds. 2,548

Changes in proportions from the pension do not effect expenditures in the governmental funds, but the change is adjusted through expense in the government-wide statement. (202,842)

Compensated absences reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported in governmental funds. (9,605)

Change in net position of governmental activities \$ (167,911)

The notes to the financial statements are an integral part of this statement

# ORANGEVALE RECREATION AND PARK DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2021

### Note 1: Summary of Significant Accounting Policies

The District was organized by a vote of the public. It is operated under the direction of a five-member board duly elected and empowered by the electorate with sole authority over the District operations. Although the District is independent from the Sacramento County Board of Supervisors, its financial activities are processed through the County Auditor-Controller's Office.

In addition to providing recreational programs and services to the community, the District maintains park sites. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as applicable to governments. The following is a summary of the more significant accounting policies:

#### A. Reporting Entity

The District has defined its reporting entity in accordance with accounting principles generally accepted in the United States of America, which provide guidance for determining which governmental activities, organizations, and functions should be included in the reporting entity. In evaluating how to define the District for financial reporting purposes, management has considered all potential component units. The primary criterion for including a potential component unit within the reporting entity is the governing body's financial accountability. A primary governmental entity is financially accountable if it appoints a voting majority of a component unit's governing body and it is able to impose its will on the component unit, or if there is a potential for the component unit to provide specific financial benefits to, or impose specific financial burdens on, the primary government. A primary government may also be financially accountable if a component unit is fiscally dependent on the primary governmental entity regardless of whether the component unit has a separately elected governing board, a governing board appointed by a higher level of government, or a jointly appointed board.

Based upon the aforementioned oversight criteria, the following are component units:

The Orangevale Landscape and Lighting District and the Kenneth Grove Assessment District are included in the special revenue funds of the District.

#### B. Basis of Accounting

Government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned or, for property tax revenues, in the period for which levied. Expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized when both measurable and available. Measurable means the amount of the transaction can be determined and available means collectible in the current period or soon enough thereafter to be used to pay liabilities of the current period. Resources not available to finance expenditures and commitments of the current period are recognized as deferred revenue or as a reservation of fund balance. The District considers property taxes available if they are collected within sixty-days after year-end. Expenditures are recorded when the related fund liability is incurred. Principal and interest on general long-term debt, as well as compensated absences and claims and judgments are recorded only when payment is due. General capital acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and capital leases are reported as other financial sources.

ORANGEVALE RECREATION AND PARK DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2021

Note 1: Summary of Significant Accounting Policies (Continued)

C. Non-Current Governmental Assets/Liabilities

GASB Statement 34 eliminates the presentation of account groups, but provides for these records to be maintained and incorporates the information into the Governmental Activities column in the government-wide statement of net position.

D. Basis of Presentation

Government-Wide Financial Statements

The statement of net position and statement of activities display information about the primary government (the District). These statements include the financial activities of the overall government. Governmental activities are supported by taxes and intergovernmental revenues.

The statement of activities demonstrates the degree to which the program expenses of a given function are offset by program revenues. Program expenses include direct expenses, which are clearly identifiable with a specific function. Program revenues include 1) charges paid by the recipient of goods or services offered by the programs and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented instead as general revenues.

Fund Financial Statements

The fund financial statements provide information about the District's funds. The emphasis of fund financial statements is on major governmental funds, each displayed in separate columns. All remaining governmental funds are separately aggregated and reported as non-major funds.

Governmental Fund Types

Governmental funds are used to account for the District's expendable financial resources and related liabilities (except those accounted for in proprietary funds). The measurement focus is based upon determination of changes in financial position. The following are the District's governmental funds:

General Fund - This fund accounts for all the financial resources not required to be accounted for in another fund. This fund consists primarily of general government type activities.

Special Revenue Funds - These funds account for the activity of the developer in lieu fees, impact fees as well as the two landscape and lighting maintenance districts that are legally restricted to expenditures for specific purposes.

The District does not operate enterprise funds.

ORANGEVALE RECREATION AND PARK DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2021

Note 1: Summary of Significant Accounting Policies (Continued)

E. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

F. Restricted Assets

Restricted assets are financial resources generated for a specific purpose such as construction of improvements and financing of debt obligations. These amounts are restricted, as their use is limited by applicable bond covenants or other external requirements.

G. Compensated Absences

Compensated absences represent the vested portion of accumulated vacation. In accordance with GASB 16, the liability for accumulated leave includes all salary - related payments that are directly and incrementally connected with leave payments to employees, such as retirement pay. A current liability has been recorded in the governmental fund type to account for these vested leave accruals, which are expected to be used within the next fiscal year. At June 30, 2021, a long-term liability of \$93,353 for governmental activities has been recorded in the government-wide, statement of net position for unpaid vacation leave.

H. Property Taxes

The District receives property taxes from the County of Sacramento, which has been assigned the responsibility for assessment, collections, and apportionment of property taxes for all taxing jurisdictions within the County. Secured property taxes are levied on January 1 for the following fiscal year and on which date it becomes a lien on real property. Secured property taxes are due in two installments on November 1 and February 1 and are delinquent after December 10 and April 10, respectively, for the secured roll. Based on a policy by the County called the Teeter Plan, 100% of the allocated taxes are transmitted by the County to the District, eliminating the need for an allowance for uncollectible taxes. The County, in return, receives all penalties and interest. Property taxes on the unsecured roll are due on the January 1 lien date and become delinquent if unpaid by August 31. Property tax revenues are recognized in the fiscal year they are received.

ORANGEVALE RECREATION AND PARK DISTRICT

NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2021

Note 1: Summary of Significant Accounting Policies (Continued)

I. Capital Assets

Capital assets, recorded at historical cost or estimated historical cost if actual historical cost is not available, are reported in the governmental activities and business-type activities columns of the government-wide financial statements. Capital assets include land, buildings and site improvements and equipment and machinery. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Depreciation is recorded in the government-wide financial statements on the straight-line basis over the useful life of the assets as follows:

<u>Assets</u>	<u>Useful Life</u>
Buildings	50 years
Building improvements	10-20 years
Site improvements	10-20 years
Equipment and machinery	5 to 20 years

J: Deferred Inflows of Resources

Deferred inflows of resources in governmental funds arise when potential revenue does not meet the “available” criteria for recognition in the current period. Deferred inflows of resources (deferred revenue in accrual based statements) also arises when resources are received by the District before it has a legal claim to them (i.e., when grant monies are received prior to the incurrence of qualifying expenditures).

K. Interfund Transactions

Operating transfers are transactions to allocate resources from one fund to another fund not contingent on the incurrence of specific expenditures in the receiving fund. Interfund transfers are generally recorded as operating transfers in and operating transfers out in the same accounting period. Transfers between governmental funds are netted as part of the reconciliation to the government-wide presentation.

L. Pensions

For purpose of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the District’s Sacramento County Employees’ Retirement System (SCERS) plans (Plan) and additions to/deductions from the Plan’ fiduciary net position have been determined on the same basis as they are reported by SCERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Note 2: Cash and Investments

Cash and investments at June 30, 2021, consisted of the following:

Checking account	\$ 30,048
Imprest cash	200
Cash and investments with County Treasurer	<u>2,932,718</u>
Total cash and investments	<u>\$ 2,962,966</u>

**ORANGEVALE RECREATION AND PARK DISTRICT**

**NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2021**

Note 2: Cash and Investments (Continued)

A. Investments Authorized by the California Government Code and the Entity’s Investment Policy

The table below identifies the **investment types** that are authorized for the Orangevale Recreation and Park District by the California Government Code (or the District’s investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the District’s investment policy, where more restrictive) that address **interest rate risk, credit risk and concentration of credit risk**. This table does not address investments of debt proceeds held by bond trustees that are governed by the provisions of debt agreements of the District, rather than the general provisions of the California Government Code or the District investment policy.

<u>Authorized Investment Type</u>	<u>Maximum Maturity</u>	<u>Percentage of Portfolio</u>	<u>Investment in One Issuer</u>
Investment pools authorized under CA Statutes governed by Government Code	N/A	None	\$40 million
U.S. Treasury Obligations	5 years	None	None
Bank Savings Accounts	N/A	25%	None
Federal Agencies	5 years	75%	None
Commercial Paper	180 days	20%	None
Negotiable Certificates of Deposit	180 days	20%	None
Re-Purchase Agreements	180 days	20%	None
Corporate Debt	5 years	25%	None

B. Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates that will adversely affect the fair value of and investment. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in market interest rates. Information about the sensitivity of the fair values of the District’s investments to market interest rate fluctuations is provided by the following table that shows the distribution of the District’s investment maturity:

<u>Investment Type</u>	<u>Totals</u>	<u>Remaining Maturity (in Months)</u>	
		<u>12 Months or Less</u>	<u>13-48 Months</u>
Sacramento County*	\$ 2,932,718	\$ 2,932,718	\$ -
<b>Totals</b>	<b>\$ 2,932,718</b>	<b>\$ 2,932,718</b>	<b>\$ -</b>

\*Not subject to categorization

C. Concentrations of Credit Risk

The investment policy of the District contains limitations on the amount that can be invested in any one issuer. There are no investments to one issuer exceeding those limits.

D. Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposit or will not be able to recover collateral securities that are in the possession of an outside party.

ORANGEVALE RECREATION AND PARK DISTRICT

NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2021

Note 2: Cash and Investments (Continued)

D. Custodial Credit Risk (Continued)

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g. broker-dealer) to a transaction, a government will not be able to recover the value of its investment of collateral securities that are in the possession of another party. The California Government Code and the District's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits; The California Government Code requires that a financial institution secured deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the government unit). The fair value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure the District's deposits by pledging first deed mortgage notes having a value of 150% of the secured public deposits.

At June 30, 2021, the District's deposits balance was \$26,317 and the carrying amount was \$30,048. The difference between the bank balance and the carrying amount was due to normal outstanding checks and deposits in transit. Of the bank balance all was covered by the Federal Depository Insurance or by collateral held in the pledging bank's trust department in the District's name.

E. Investment in Government Pool

The District maintains certain cash and investments with the Sacramento County Treasurer in an investment pool. The District's funds are managed in accordance with the investment policy of the County Treasury. On a quarterly basis the Treasurer allocates interest to participants based upon their average daily balances. Required disclosure information regarding the categorization of investments and investment risk can be found in the County's financial statements. The Sacramento County's financial statements may be obtained online at the following link: [finance.saccounty.net/AuditorController/Pages/](http://finance.saccounty.net/AuditorController/Pages/).

Required disclosures for the District's investment in the Sacramento County Investment Pool at June 30, 2021 are as follows:

Credit risk	Not rated
Custodial risk	Not applicable
Concentration of credit risk	Not applicable
Interest rate risk	Not available

**ORANGEVALE RECREATION AND PARK DISTRICT**

**NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2021**

**Note 3: Property Plant and Equipment**

Activity for general fixed assets capitalized by the District is summarized below:

	Balance July 1, 2020	Additions Adjustments	Retirements/ Adjustments	Balance June 30, 2021
Governmental Activities				
Capital assets, not being depreciated:				
Land	\$ 6,752,433	\$ -	\$ -	\$ 6,752,433
Construction in progress	307,892	-	(69,558)	238,334
Capital assets, being depreciated:				
Land improvements	2,832,827	72,085		2,904,912
Buildings and improvements	5,122,852	69,558		5,192,410
Equipment	1,035,670	69,543	(28,241)	1,076,972
Total capital assets, being depreciated	8,991,349	211,186	(28,241)	9,174,294
Less accumulated depreciation for:				
Land improvements	(1,907,330)	(87,124)		(1,994,454)
Buildings and improvements	(2,057,401)	(139,317)		(2,196,718)
Equipment	(782,122)	(33,322)	28,241	(787,203)
Total accumulated depreciation	(4,746,853)	(259,763)	28,241	(4,978,375)
Total capital assets, being depreciated, net	4,244,496	(48,577)		4,195,919
Governmental activities capital assets, net	\$ 11,304,821	\$ (48,577)	\$ (69,558)	\$ 11,186,686

Note

**4: Long-Term Liabilities**

The following is a summary of changes in the governmental activities long-term liabilities for the fiscal year ended June 30, 2021:

	Balance July 1, 2020	Additions	Retirements	Balance June 30, 2021	Due Within One Year
Compensated absences	\$ 83,748	\$ 60,502	\$ (50,897)	\$ 93,353	\$ 25,449
Net pension liability	1,434,493	565,732		2,000,225	-
Capital lease A	142,930		(69,739)	73,191	73,191
Capital lease B	976,000		(36,000)	940,000	38,000
Total	\$ 2,637,171	\$ 626,234	\$ (156,636)	\$ 3,106,769	\$ 136,640

Governmental activities long-term debt obligations consisted of the following:

**Compensated Absences**

The District recognizes the accumulated unpaid employee vacation benefits as a liability and the long-term portion is recorded as compensated absences in the government-wide statement of net position. The current portion, if any, is also recorded in the fund financial statement in the general fund.



**ORANGEVALE RECREATION AND PARK DISTRICT**

**NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2021**

Note 4: Long-Term Liabilities (Continued)

Capital Leases

A. The District purchased property adjacent to an existing park for \$800,000. A capital lease was obtained to finance the purchase. Fifteen annual payments in the amount of \$76,814, for both principal and interest, will commence on November 15, 2007 and end November 15, 2021 with a prepayment option beginning November 15, 2013. The annual interest rate on this lease is 4.95%.

The future minimum lease obligations and the net present value of these minimum lease payments as of June 30, 2021, are as follows:

Fiscal Year Ended	Principal	Interest	Total
<u>June 30,</u>			
2022	\$ 73,191	\$ 3,623	\$ 76,814
Totals	<u>73,191</u>	<u>3,623</u>	<u>76,814</u>

B. On September 12, 2019 the District closed escrow, purchasing three buildings on approximately 3.76 acres of land in two parcels for a purchase price of \$917,500. To finance the purchase the District entered into a capital lease agreement on September 1, 2019 with CSDA Finance Corporation which was then assigned to Capital One Public Funding, LLC. The debt incurred under the capital lease was \$993,000 of which \$894,392 was used to pay off the remaining purchase price plus closing fees on the land purchase, \$43,000 was used to pay the cost of issuance for the capital lease and \$55,608 was sent to the District to be used for tenant improvements and reimbursement of the \$25,000 down payment on the property. The semi-annual debt payments start on March 1, 2020 through September 1, 2039 with semi-annual principal and interest payments ranging from \$32,150.15 to \$34,530.

The future minimum lease obligations and the net present value of these minimum lease payments as of June 30, 2021, are as follows:

Fiscal Year Ended	Principal	Interest	Total
<u>June 30,</u>			
2022	\$ 38,000	\$ 30,241	\$ 68,241
2023	39,000	29,007	68,007
2024	40,000	27,723	67,723
2025	42,000	26,407	68,407
2026	43,000	26,407	69,407
2027-2031	237,000	110,631	347,631
2032-2036	279,000	70,446	349,446
2037-2040	222,000	23,319	245,319
Totals	<u>\$ 940,000</u>	<u>\$ 344,181</u>	<u>\$ 1,284,181</u>

ORANGEVALE RECREATION AND PARK DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2021

Note 5: Park Dedication Fund

The County maintains two funds for the benefit of the Orangevale Recreation and Park District. The corpus of the funds consist of in lieu fees paid by developers of subdivisions within the boundaries of the District. The use of these funds by the District is restricted for the purpose of providing park and recreation facilities to serve the population. The funds are collected by the County of Sacramento building department as part of the developer building fees and then transferred to a District funds established for developer fees. The Board of Directors is required by resolution to authorize transfer of the funds into the general fund of the District, to be spent on restricted projects benefiting the community. The activity of these funds is recorded in special revenue funds of the District.

Note 6: Risk Management

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District together with other districts in the State carry California Association For Park And Recreation Indemnity (CAPRI), a public entity risk pool currently operating as a common risk management and insurance program for member districts. The District pays an annual premium to CAPRI for its general insurance coverage. Furthermore the District carries workers compensation coverage with other districts in the State through CAPRI. Membership in the California Association of Recreation and Park Districts is required when applying for CAPRI.

The Agreement for Formation provides that CAPRI will be self-sustaining through member premiums. CAPRI reinsures through commercial companies for general and automobile liability excess claims and all risk property insurance, including boiler and machinery coverage, is subject to a \$2,000 deductible occurrence payable by the District. Financial statements for CAPRI are available at the District's office for fiscal year ending June 30, 2021. Settlements have not exceeded insurance coverage in any of the last three years.

Note 7: Lease Income

The District derives a portion of its revenue from the rental of real property based on a fixed lease amount. All leases of the District are treated as operating leases for accounting purposes. Lease terms are for a period of five years and can be terminated by lessor at any time and without cause by giving the District thirty days written notice of termination. Because these are cancelable leases we do not present the operating revenue over the term of the lease. On June 1, 2020 the District amended the Cell Tower lease agreement with Crown Castle.

Note 8: Defined Benefit Pension Cost-Sharing Employer Plan

**A. General Information about the Pension Plans**

**Plan Descriptions** –The Orangevale Recreation and Park District contributes to the Sacramento County Employees' Retirement System (SCERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by SCERS. The plan provides retirement, disability and survivor benefits to beneficiaries. Benefits are established by the County Employees' Retirement Act of 1937, section 31540, et seq. of the California Government Code. SCERS issues a separate actuarial report that includes financial statements and required supplementary information at [www.scers.org](http://www.scers.org).

**Benefits Provided** – SCERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Contributions to the plan are made pursuant to Section 31584 of the County Employees Retirement Law of 1937. Active plan members in the District's defined pension plan are required to contribute 10.60% of their bi-monthly covered salary over \$161 for classic members and 9.45% of all salary for PEPRA members. The District is required to contribute the actuarially determined remaining amounts necessary to fund the benefits for its members.

**ORANGEVALE RECREATION AND PARK DISTRICT**

**NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2021**

**Note 8: Defined Benefit Pension Cost-Sharing Employer Plan (Continued)**

The actuarial methods and assumptions used are those adopted by the SCERS' Board of Administration. Under the actuarial funding method used by the System, investments are valued at fair value and all unrealized gains and losses are recognized over the next five years, therefore, contribution rates reflect the impact of market fluctuations on investments during the five-year period after they occur.

The Plans' provisions and benefits in effect at June 30, 2021, are summarized as follows:

	Prior to January 1, 2013	On or after January 1, 2013
Hire date		
Benefit formula	2.00% @ 55	2.00% @ 62
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age	50-55	52 - 67
Benefits , as a % of eligible compensation	1.50% to 2.00%	1.00% to 2.00%
Required employee contribution rates	10.60%	9.45%
Required employer contribution rates	28.67%	27.22%

**Contributions** – Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The District is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

For the year ended June 30, 2021, the contributions recognized as part of pension expense for each Plan were as follows:

Contributions-employer	\$	209,000
------------------------	----	---------

***B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions***

As of June 30, 2021, the District reported net pension liabilities for its proportionate shares of the net pension liability of the Plan as follows:

	<b>Proportionate share of Net pension liability</b>
Miscellaneous plan	\$ 2,000,225

The District's net pension liability for each Plan is measured as the proportionate share of the net pension liability. For the June 30, 2021 reporting period, the net pension liability of each of the Plans is measured as of June 30, 2020, and the total pension liability for each Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2019 rolled forward to June 30, 2020 using standard update procedures. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined.

**ORANGEVALE RECREATION AND PARK DISTRICT**

**NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2021**

Note 8: Defined Benefit Pension Cost-Sharing Employer Plan (Continued)

The District's proportionate share of the net pension liability as of June 30, 2020 and 2021 was as follows:

Proportion - June 30, 2020	0.069%
Proportion - June 30, 2021	0.074%
Change - increase (decrease)	0.005%

For the year ended June 30, 2021, the District recognized pension expense of \$438,075. At June 30, 2021, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred outflows of resources</u>	<u>Deferred inflows of resources</u>
Differences between expected and actual experience	\$ 57,342	\$ (4,080)
Changes in assumptions	281,571	
Net difference between projected and actual earnings on pension plan investments	255,473	(193,083)
Changes in proportion and difference in proportionate share of contributions	27,159	(9,434)
District contributions subsequent to the measurement date	233,124	
Total	<u>\$ 854,669</u>	<u>\$ (206,597)</u>

\$233,124 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2022.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

**Measurement period**

**ended June 30:**

2022	\$	93,750
2023	\$	90,225
2024	\$	124,391
2025	\$	106,582
2026	\$	-
Thereafter	\$	-

**Actuarial Assumptions** – The total pension liabilities in the June 30, 2019 actuarial valuations were determined using the following actuarial assumptions:

Valuation date	June 30, 2019
Measurement date	June 30, 2020
Actuarial cost method	Entry-Age Normal Cost Method
Actuarial assumptions:	
Discount rate	6.75%
Inflation	2.75%
Projected salary increase	4.25% to 10.50%
Investment rate of return	6.75%

**ORANGEVALE RECREATION AND PARK DISTRICT**

**NOTES TO THE FINANCIAL STATEMENTS**

**JUNE 30, 2021**

Note 8: Defined Benefit Pension Cost-Sharing Employer Plan (Continued)

**Discount Rate** – The discount rates used to measure the Total Pension Liability (TPL) were 7.00% and 6.75% as of valuation dates June 30, 2019 and June 30, 2018, respectively. The projection of cash flows used to determine the discount rate assumed plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the actuarially determined contribution rates. For this purpose, only employer contributions that are intended to fund benefits for current plan members and their beneficiaries are included. Projected employer contributions that are intended to fund the service costs for future plan members and their beneficiaries, as well as projected contributions from future plan members, are not included. Based on those assumptions, the pension Plan’s Fiduciary Net Position was projected to be available to make all projected future benefit payments for current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the TPL as of both June 30, 2019 and June 30, 2018 valuation dates.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of inflation) are developed for each major asset class. These returns are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage, adding expected inflation and subtracting expected investment expenses and a risk margin. The target allocation and projected arithmetic real rates of return for each major asset class, after deducting inflation, but before deducting investment expenses, used in the derivation of the long-term expected investment rate of return assumption are summarized in the following table:

<u>Asset Class</u>	<u>Target allocation</u>	<u>Long-term expected real rate of return</u>
U.S. Large Cap Equity	18.00%	5.42%
U.S. Small Cap Equity	2.00%	6.21%
International Developed Equity	16.00%	6.50%
Emerging Market Equity	4.00%	8.80%
Core Plus Bonds	10.00%	1.13%
High Yield Bonds	1.00%	3.40%
Global Bonds	3.00%	-0.04%
Bank Loans	1.00%	3.89%
U.S. Treasury	5.00%	0.30%
Real Estate	5.00%	4.57%
Cash	1.00%	-0.03%
Liquid Real Return	2.00%	4.47%
Hedge Fund Growth	3.00%	2.40%
Hedge Fund Diversity	7.00%	2.40%
Value Added Real Estate	2.00%	8.10%
Private Equity	9.00%	9.40%
Private Real Assets	7.00%	8.05%
Private Credit	4.00%	5.60%

**Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate** – The following presents the District’s proportionate share of the net pension liability (NPL) for each Plan, calculated using the discount rate for each Plan, as well as what the District’s proportionate share of the NPL would be if it were calculated using a discount rate 1-percentage point lower or 1-percentage point higher than the current rate:

	<u>Discount rate -1%</u>	<u>Current discount</u>	<u>Discount rate +1%</u>
	<u>(6.00%)</u>	<u>rate (7.00%)</u>	<u>(8.00%)</u>
Miscellaneous	\$ 3,278,251	\$ 2,000,225	\$ 954,010

# ORANGEVALE RECREATION AND PARK DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS JUNE 30, 2021

### Note 9: Post Employment Health Care Benefits

On August 20, 2015 the District Board of Directors approved participating in the retiree health care program with Sacramento County. The County retiree medical and dental premiums, contribution levels and eligibility and participation rules are reviewed and approved annually and at other times as needed. The District and all its retirees shall be subject to the same eligibility requirements and all other rules governing the County Retiree Health Insurance Program.

Plan Description The plan is a single-employer plan and it does not issue a publicly available report. The District participates in the County of Sacramento plan, which provides medical and dental insurance and subsidy/offset payments as authorized by the Board of Supervisors on an annual basis. The Board of Supervisors must approve the benefit annually or it is terminated.

All annuitants are eligible to enroll in a retiree medical and/or dental insurance plan in a given calendar year if (1) they began receiving a continuing retirement allowance from SCERS during the calendar year, or (2) they were enrolled in the annual plan previously approved by the County, or (3) they previously waived coverage but elected to enroll during the County authorized enrollment period with a coverage date effective January of the calendar year.

The amount of any medical subsidy/offset payments made available to eligible annuitants shall be calculated based upon the annuitants SCERS service credits.

Neither SCERS nor the County guarantees that a subsidy/offset payment will be made available to annuitants for the purchase of County-sponsored medical and/or dental insurance. Subsidy/offset payments are not a vested benefit of District employees or SCERS membership.

The amount of the subsidy/offset payment, if any, payable on account of enrollment in a County sponsored retiree medical and/or dental insurance plan is established within the sole discretion of the County Board of Supervisors. The amount of the subsidy/offset payments, the funding policy, the annual OPEB Cost and Net OPEB Obligation as well as the funding status and actuarial methods and assumptions can be found in the Sacramento County Comprehensive Annual Financial Report.

### Note 10: ERAF Property Tax Shift

During the 2020-21 fiscal year the County of Sacramento Department of Finance Auditor Controller Division shifted \$241,668 (estimated) property tax revenue from the Orangevale Recreation and Park District to the educational revenue augmentation fund (ERAF). The ERAF I property tax shift started during the 1992-1993 fiscal year to help solve the State budget crisis. The ERAF I shifts property tax revenues, designated for special districts, to community colleges and schools K-12. The accumulated total property tax revenues shifted from Orangevale Recreation and Park District from the 1992-1993 fiscal year through the 2020-2021 fiscal year was \$4,487,676.

**ORANGEVALE RECREATION AND PARK DISTRICT**

**NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2021**

Note 11: Gann Limit

Total Subject Revenue 2020-21	\$ 2,207,989
Amount of limit for 2020-21	<u>3,754,391</u>
 Amount (under)/over limit	 <u>\$ (1,546,402)</u>

Under Article XIII B of the California Constitution (the Gann Spending Limitation Initiative), California governmental agencies are restricted as to the amount of annual appropriation from proceeds of taxes. Under Section 10.5 of Article XIII B the appropriations limit is required to be calculated based on the limit for the fiscal year 1986-87, adjusted for inflation and population factors as supplied by the State Department of Finance.

Note 12: Fund Balances – Governmental Funds

The District adopted a policy for GASB Statement No. 54, Fund Balance Reporting. GASB 54 establishes fund balance classifications that comprise a hierarchy based on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. While the classifications of fund balance in the District's various governmental funds were revised, the implementation of this standard had no effect on total fund balance. Detailed information on governmental fund-type, fund balances are as follows:

	General Fund	Orangevale Landscape & Lighting District	Developer In-Lieu Fees	Park Development Fees	Kenneth Grove Assessment District
Restricted for:					
Developer deposits	\$ -	\$ -	\$ 163,928	\$ 448,064	\$ -
Total restricted			<u>163,928</u>	<u>448,064</u>	
Committed					
Assigned for:					
Capital replacement - Swimming Pool	200,000				
Capital Replacement - Community Center	150,000				
Capital Replacement - Parking Lots & Pathways	50,000				
Capital Replacement - Park Equipment	145,014				
Maintenance		468,403			24,050
Next years budget	488,214	243,400			
Total assigned	<u>1,033,228</u>	<u>711,803</u>			<u>24,050</u>
Unassigned	<u>461,092</u>				
Total fund balance	<u>\$ 1,494,320</u>	<u>\$ 711,803</u>	<u>\$ 163,928</u>	<u>\$ 448,064</u>	<u>\$ 24,050</u>
	-	-	-	-	-

# ORANGEVALE RECREATION AND PARK DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2021

### Note 13: Commitments and Contingent Liabilities

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time, although the District expects such amounts, if any, to be immaterial.

In the normal course of business, the District is a defendant in various lawsuits. Defence of lawsuits are typically handled by the District's insurance carrier and losses, if any, are expected to be covered by insurance. The District is unaware of any pending litigation or other contingencies which would have a material effect on the financial condition or liquidity of the District.

As of June 30, 2021 the District had professional service agreements and had committed to a long-term copier operating lease.

### COVID 19

In December 2019, a novel strain of coronavirus has spread around the world resulting in business and social disruption. The coronavirus was declared a Public Health Emergency of International Concern by the World Health Organization on January 30, 2020. The operations and business results of Orangevale Recreation and Park District could potentially be adversely affected by this global pandemic. The extent to which the coronavirus may impact business activity or investment results will depend on future developments, which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of the coronavirus and the actions required to contain the coronavirus. The District has not included any contingencies in the financial statements specific to this issue.

### Note 14: Subsequent Events

Subsequent events were evaluated through January 13, 2022 the date these financial statements were available for distribution.



**ORANGEVALE RECREATION AND PARK DISTRICT**

**REQUIRED SUPPLEMENTARY INFORMATION  
BUDGETARY COMPARISON SCHEDULE  
GENERAL FUND  
FOR THE FISCAL YEAR ENDED JUNE 30, 2021**

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues				
Property taxes	\$ 1,488,700	\$ 1,488,700	\$ 1,556,947	\$ 68,247
Intergovernmental revenues	15,000	15,000	12,845	(2,155)
Charges for current services	403,000	403,000	424,199	21,199
Use of money and property	118,600	118,600	121,533	2,933
Other revenues	3,000	3,000	3,560	560
	<u>2,028,300</u>	<u>2,028,300</u>	<u>2,119,084</u>	<u>90,784</u>
Total revenues				
Expenditures				
Salaries and benefits	1,967,000	1,967,000	1,611,173	355,827
Services and supplies	535,050	535,050	298,600	236,450
Debt service	155,000	155,000	144,241	10,759
Capital outlay	100,000	100,000	39,495	60,505
	<u>2,757,050</u>	<u>2,757,050</u>	<u>2,093,509</u>	<u>663,541</u>
Total expenditures				
Total revenues over (under) expenditures				
Before other financing sources (uses)	<u>(728,750)</u>	<u>(728,750)</u>	25,575	754,325
Other Financing Sources (Uses)				
Operating transfers in	100,000	100,000		(100,000)
Total other financing sources (uses)	<u>100,000</u>	<u>100,000</u>		<u>(100,000)</u>
Net change in fund balance *	<u>\$ (628,750)</u>	<u>\$ (628,750)</u>	25,575	<u>\$ 654,325</u>
Fund balances, beginning of fiscal year			<u>1,468,745</u>	
Fund balances, end of fiscal year			<u>\$ 1,494,320</u>	

\* Budget was balanced using carryover fund balance.

The note to the required supplementary information is an integral part of this statement

**ORANGEVALE RECREATION AND PARK DISTRICT**

**REQUIRED SUPPLEMENTARY INFORMATION  
BUDGETARY COMPARISON SCHEDULE  
ORANGEVALE LANDSCAPE AND LIGHTING DISTRICT  
FOR THE FISCAL YEAR ENDED JUNE 30, 2021**

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues				
Assessments	\$ 555,000	\$ 555,000	\$ 562,507	\$ 7,507
Use of money and property	2,000	2,000	4,904	2,904
Total revenues	<u>557,000</u>	<u>557,000</u>	<u>567,411</u>	<u>10,411</u>
Expenditures				
Services and supplies	590,300	590,300	523,813	66,487
Capital outlay	215,000	215,000	102,133	112,867
Total expenditures	<u>805,300</u>	<u>805,300</u>	<u>625,946</u>	<u>179,354</u>
Net change in fund balance	<u>\$ (248,300)</u>	<u>\$ (248,300)</u>	(58,535)	<u>\$ 189,765</u>
Fund balances, beginning of fiscal year			<u>770,338</u>	
Fund balances, end of fiscal year			<u>\$ 711,803</u>	

\* Budget was balanced using carryover fund balance.

The note to the required supplementary information is an integral part of this statement

**ORANGEVALE RECREATION AND PARK DISTRICT**

**REQUIRED SUPPLEMENTARY INFORMATION  
SCHEDULE OF THE PLAN'S PROPORTIONATE SHARE OF THE NET PENSION  
LIABILITY  
JUNE 30, 2021**

Reporting date for employer under GASB 68 as of June 30	District's proportion of the net pension liability (asset)	District's proportionate share of the net pension liability (asset)	District's covered-employee payroll	District's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	Plan fiduciary net position as a percentage of the total pension liability
6/30/2014	0.079%	\$1,117,117	\$575,000	194.28%	83.94%
6/30/2015	0.062%	\$476,789	\$611,000	78.03%	93.16%
6/30/2016	0.066%	\$760,573	\$592,000	128.48%	89.46%
6/30/2017	0.075%	\$1,307,940	\$593,000	220.56%	83.21%
6/30/2018	0.070%	\$1,455,733	\$590,000	246.73%	82.52%
6/30/2019	0.069%	\$1,359,091	\$639,000	212.69%	84.67%
6/30/2020	0.069%	\$1,434,493	\$642,000	223.44%	85.10%
6/30/2021	0.074%	\$2,000,225	\$745,000	268.49%	80.55%

\* The amounts presented for each fiscal year were determined as of the fiscal year-end

The schedule is presented to illustrate the requirement to show information for 10 years, however, until the 10-year trend is compiled, only information for those years which is available will be presented.

The note to the required supplementary information is an integral part of this statement

**ORANGEVALE RECREATION AND PARK DISTRICT**

**REQUIRED SUPPLEMENTARY INFORMATION  
SCHEDULE OF DISTRICT CONTRIBUTIONS  
JUNE 30, 2021**

<u>Reporting date for employer under GASB 68 as of June 30</u>	<u>Contractually required contribution</u>	<u>Contributions in relation to the contractually required contribution</u>	<u>Contribution deficiency (excess)</u>	<u>District's covered employee payroll</u>	<u>Contribution as a percentage of covered employee payroll</u>
6/30/2014	\$162,000	(\$162,000)	\$0	\$575,000	28.17%
6/30/2015	\$172,000	(\$172,000)	\$0	\$611,000	28.15%
6/30/2016	\$180,000	(\$180,000)	\$0	\$592,000	30.41%
6/30/2017	\$165,000	(\$165,000)	\$0	\$593,000	27.82%
6/30/2018	\$149,000	(\$149,000)	\$0	\$590,000	25.25%
6/30/2019	\$148,000	(\$148,000)	\$0	\$639,000	23.16%
6/30/2020	\$184,000	(\$184,000)	\$0	\$642,000	28.66%
6/30/2021	\$209,000	(\$209,000)	\$0	\$745,000	28.05%

\* The amounts presented for each fiscal year were determined as of the fiscal year-end

The schedule is presented to illustrate the requirement to show information for 10 years, however, until the 10-year trend is compiled, only information for those years which is available will be presented.

**ORANGEVALE RECREATION AND PARK DISTRICT**

**NOTE TO THE REQUIRED SUPPLEMENTARY INFORMATION  
JUNE 30, 2021**

Note 1: Budgets and Budgetary Accounting:

As required by State law the District prepares and legally adopts a final operating budget. Public hearings were conducted on the proposed and final budget to review all appropriations and the sources of financing.

The budgets for the general fund and special revenue funds are adopted on the modified accrual basis of accounting.

At the object level, actual expenditures cannot exceed budgeted appropriations. Management can transfer budgeted amounts between expenditure accounts within an object without the approval of the Board of Directors. Significant amendments and appropriation transfers between objects or funds must be approved by the Board of Directors. Appropriations lapse at fiscal year-end.

The budgetary data presented in the accompanying financial statements includes all revisions approved by the Board of Directors.



**RESOLUTION NO: 22-02-681**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
ORANGEVALE RECREATION AND PARK DISTRICT DIRECTING  
PREPARATION OF THE ENGINEER'S REPORT FOR THE  
ORANGEVALE LANDSCAPING AND LIGHTING ASSESSMENT  
DISTRICT (OLLAD) OF THE ORANGEVALE RECREATION AND  
PARK DISTRICT**

RESOLVED, by the Governing Board (the "Board") of the Orangevale Landscaping and Lighting Assessment District (the "District"), County of Sacramento, State of California, that

1. On July 17, 1991, by its Resolution No. 816, this Board ordered the formation of and levied the first assessment within the Orangevale Recreation and Park District Maintenance Assessment District 1991 (the "Assessment District") pursuant to the provisions of the Landscaping and Lighting Act of 1972.

2. The purpose of the Assessment District is for the installation, maintenance, and servicing of improvements to the Orangevale Recreation and Park District, as described in Section 3 below.

3. Within the Assessment District, the existing and proposed improvements, and any substantial changes proposed to be made to the existing improvements, are generally described as installation, maintenance and servicing of public recreational facilities and improvements, including, but not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, drainage systems, lighting, fencing, entry monuments, basketball courts, tennis courts, gymnasium, running tracks, swimming pools, other recreational facilities, security guards, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the Orangevale Recreation and Park District.

4. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIID of the California Constitution. Upon completion, the Engineer shall file the Engineer's Report with the Clerk of the Governing Board for submission to the Board.

PASSED AND ADOPTED this 10th day of February, 2022 by the following vote, to wit:

AYES :

NOES:

ABSENT:

ABSTAIN:

6826 Hazel Avenue  
Orangevale, CA 95662  
916-988-4373  
Ovparks.com

\_\_\_\_\_  
CLERK OF THE BOARD



**RESOLUTION NO: 22-02-682**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
ORANGEVALE RECREATION AND PARK DISTRICT  
DIRECTING PREPARATION OF THE ENGINEER'S REPORT FOR  
THE KENNETH GROVE LANDSCAPING AND LIGHTING  
ASSESSMENT DISTRICT OF THE ORANGEVALE RECREATION  
AND PARK DISTRICT**

RESOLVED, by the Board of Directors (the "Board") of the Kenneth Grove Landscaping and Lighting Assessment District, County of Sacramento, State of California, that

1. The formation of the Kenneth Grove Recreation and Park District Maintenance Assessment District (the "Assessment District"), pursuant to the provisions of the Landscaping and Lighting Act of 1972 has previously been ordered through Resolution 94-05-86A.

2. The purpose of financing certain park and recreation improvements and refurbishments, as specified in the District's updated Master Plan and for the purpose of funding maintenance operations of the District, as described in Section 3 below.

3. Within the Assessment District, the existing and proposed improvements, and any substantial changes proposed to be made to the existing improvements, are generally described as installation, maintenance and servicing of public recreational facilities and improvements at each of the locations owned, operated, or maintained by the Orangevale Recreation and Park District's Kenneth Grove Assessment District.

4. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIID of the California Constitution. Upon completion, the Engineer shall file the Engineer's Report with the Clerk of the Governing Board for submission to the Board.

PASSED AND ADOPTED this 10<sup>th</sup> day of February, 2022 by the following vote, to wit:

AYES :  
NOES:  
ABSENT:  
ABSTAIN:

6826 Hazel Avenue  
Orangevale, CA 95662  
916-988-4373  
OVparks.com

\_\_\_\_\_  
CLERK OF THE BOARD

# STAFF REPORT



DATE: 02-10-22

TO: Board of Directors

FROM: Barry Ross, District Administrator

**SUBJECT: APPROVE THE AGREEMENT WITH ACCO ENGINEERED SYSTEMS (THE QUALIFIED LOW QUOTE) FOR THE AIR CONDITIONING UNIT REPLACEMENT ON BUILDING #1 OF THE NEW PROPERTY AT ORANGEVALE COMMUNITY CENTER PARK IN THE AMOUNT OF \$16,469.62.**

---

## **RECOMMENDATION**

Approve the Agreement with ACCO Engineered Systems (the qualified low quote) for the air conditioning unit replacement on Building #1 of the New Property at Orangevale Community Center Park in the amount of \$16,469.62.

## **BACKGROUND**

One of the AC units at Building #1 is inoperable and no longer worth trying to repair or salvage. Because we use and rent this building, it is important to replace this unit. The project specification were conducted by staff, then shared and confirmed with Sourcewell. The project specifications include the removal of the existing unit, installation of a new unit with specified tonnage, furnish and install a new thermostat, and test the unit and system. More specification details are on page 2 of the agreement. Sourcewell bid the job to secure the lowest responsive bid, which was ACCO Engineered Systems. An ACCO Project Manager and a Sourcewell representative met staff onsite to review the job. Sourcewell/Gordian then submitted a detailed work order with scope of work to the District. The quoted cost for the project is \$16,469.62.

Staff recommends approving the Agreement with ACCO Engineered Systems as the qualified low quote in the amount of \$16,469.62.

## **MOTION TO CONSIDER**

I move we Approve the Agreement with ACCO Engineered Systems (the qualified low quote) for the air conditioning unit replacement on Building #1 of the New Property at Orangevale Community Center Park in the amount of \$16,469.62 and authorize the District Administrator to execute the contract documents.



## **AGREEMENT**

This Agreement is made and entered into this 15<sup>th</sup> day of February 2022, between Owner, ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as the “District” and ACCO ENGINEERED SYSTEMS, hereinafter referred to as “Contractor”. Contractor will conduct, on behalf of the District, a project consisting of AC Unit Replacement on the South Side of Building 1 (the “Project”). The Project is located at the Orangevale Community Center Park, 6930 Hazel Avenue, Orangevale, California.

### **RECITALS**

WHEREAS, the Board of Directors of District have adopted the Uniform Public Construction Cost Accounting Act, Public Contract Code Section 22000, et seq., (the “Act”) which allows the District to complete projects by negotiated contract, by purchase order, or be the employees of the District by force account for projects up to Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, the District determined that the cost of the Project would be under Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, Contractor, has submitted an informal bid for the performance of the work; and

NOW THEREFORE, in consideration of the promises contained herein, it is mutually agreed between the parties hereto as follows:

### **CONTRACT DOCUMENTS**

1. The following documents are by this reference incorporated into, made a part of this Agreement, and collectively referred to herein as the “Contract Documents”: The construction proposal of Contractor and required insurance certificates.

It is understood and agreed that all said Contract Documents are intended to cooperate so that any work called for in one document and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all Contract Documents, so that the true meaning of all documents when taken together shall control the work pursuant to this Agreement. In the event of ambiguity or conflict in the provisions of the Contract Documents, the terms of this Agreement shall take precedence over all other Contract Documents.

If Contractor should perceive an error, omission, or conflict in the Contract Documents, it will promptly notify the District representative in writing. The District representative will promptly resolve conflicts, errors and omissions by written instructions, which Contractor will promptly follow. If Contractor proceeds with work based on error, omission or conflict in the Contract Documents, without instructions from the District, it will be at the risk and expense of Contractor.

## **SCOPE OF WORK**

2. Contractor hereby agrees to furnish all labor, materials, equipment, appliances, mechanical workmanship, transportation, communication, scaffolding, hoisting, supervision, and coordination to complete in a workman-like manner, the following work:

Replace existing failed AC unit with a new working AC unit per plans, local code and authority having jurisdiction (AHJ).

- Lock out/tag out power to supply unit.
- Disassemble and remove failed unit.
- Provide and install one new Bard Manufacturing Company unit (or comparable unit) with equal or greater tonnage to the model that is currently onsite (model #WH361-A05).
- Start up, inspect, and test operations of the new installed unit.
- Provide disposal of old unit.
- Cleanup work area. Additional clarifications:
- All work is to be completed during work hours 7:00am to 5:00pm Monday through Friday.
- Access will be granted upon request.
- Existing electrical disconnect and line voltage will be reused.
- Proposal includes prevailing wages.
- Furnish and install a total of (1) like for like Heat Pump Bard Unit.
- Furnish necessary mounting hardware required for the equipment being installed.
- Furnish and install new drip flashing above unit.
- Re-use existing disconnect and breaker.
- Furnish and install (1) new programmable thermostat compliant to Title 24.
- Daily removal of debris generated by ACCO personnel.
- Equipment check, test and start up by ACCO technicians.
- One-year warranty on all ACCO supplied materials and labor.
- All work performed on weekday on straight time.

## **INVESTIGATION BY CONTRACTOR**

3. Contractor has thoroughly investigated the job sites. The contract price includes all work, in compliance with all applicable building codes, laws and regulations.

## **COMPLETION**

4. Contractor shall be required to begin work twenty-one (21) calendar days after written notification to that effect by the District, and to complete work in accordance with the Contract Documents to the satisfaction of the District within thirty (30) calendar days from said written notice.

## **PAYMENT**

5. The District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of Contractor's bid and proposal and this

Agreement, to wit: \$16,469.62. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

No payment will be made until defective work and materials have been removed, replaced and made good in accordance with the Contract Documents. In any event, payment made shall not be construed to be an acceptance of defective work or improper materials, and Contractor shall be required to remove, replace and/or repair any defective work and materials at its own expense.

Contractor shall provide to the District an Unconditional Waiver and Release for every subcontractor and/or entity providing materials and supplies on the job prior to release of final payment. The Unconditional Waiver and Release shall be in the form attached as Exhibit A to this Agreement. Thirty-five (35) calendar days from and after the issuance of the Notice of Completion, the balance of the contract price remaining unpaid will be paid to Contractor under certificate issued by the District, provided there are no mechanic's liens of record or stop notices in effect at that time, or defective work to be repaired.

If at any time during the progress of the work or before the final payment is made, any stop notice or other lien or claim of lien is filed, or notification to withhold money for labor or material furnished by Contractor under this Agreement is served on the District, the District shall have the right to withhold from any monies due Contractor, an amount sufficient to discharge any or all such liens or claims. Releases or receipted vouchers in settlement of these liens or claims satisfactory to the District must be furnished to the District by Contractor before the withheld money will be paid to Contractor. If Contractor has not settled the stop notice, liens or claims within a reasonable time, not to exceed thirty (30) days from and after such stop notice, lien or claim is made, the District shall have the right to make a claim on Contractor's bond for payment of such stop notices, liens or claims. The District shall also have the right, but shall not be obliged, to discharge any or all such stop notices, liens or claims out of money withheld from Contractor. The District reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers that have asserted a stop notice or claim of mechanic's lien against the District. Any monies held in retention or otherwise by the District shall not be considered monies due and owing to Contractor until final payment is made pursuant to this Section 5, and all amounts have been deducted for any and all damages assessed pursuant to the provisions of this Agreement and/or monies expended by the District to complete the work as set forth in and contemplated by the Contract Documents.

### **PREVAILING WAGES**

6. Pursuant to the provisions of Section 1774, et seq. of the Labor Code of the State of California, it shall be mandatory for Contractor, and any subcontractor working under Contractor, to pay all workers, laborers and mechanics employed in the execution of this work not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work or any part of the work contemplated by this Agreement. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at the office of the District.

Pursuant to Labor Code Section 1775, Contractor shall forfeit, as penalty to

the District, an amount of not more than Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done pursuant to this Agreement by Contractor or any subcontractor working under Contractor. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, the previous record of the Contractor in meeting his or her prevailing wage obligations, or Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor had knowledge of his or her obligations under the Labor Code. In addition to said penalty, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Contractor and each subcontractor under Contractor shall keep an accurate payroll record showing name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each person certified in a trade or a craft, for each apprentice, worker, or other employee of Contractor or subcontractor performing a part of the work contemplated by this Agreement. Contractor shall provide or make available for inspection, a certified copy of such payroll records as specified in Section 1776 of the Labor Code of the State of California. Attention is directed to Section 1777.5 of the Labor Code of the State of California concerning the employment of apprentices, and Contractor is required to comply with the provisions of that section.

### **EIGHT HOUR DAY LIMITATION**

7. Contractor agrees that eight (8) hours labor shall constitute a day's work, and no worker, in the employ of the Contractor, or any subcontractor, doing or contracting to do any part of the work under this Agreement, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week; provided that subject to California Labor Code Section 1815, a worker may perform work in excess of eight (8) hours per day or forty (40) hours per week at not less than one and one-half times the basic rate of pay.

Except as provided above for overtime, Contractor shall forfeit as a penalty to District the sum of Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815.

### **INSURANCE**

8. Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability insurance and workers' compensation insurance as specified below:

A. Public Liability, Property Damage and Contractual Liability Insurance. Contractor shall 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 a minimum amount of not less than a combined single limit of One Million Dollars (\$1,000,000.00) for one or more persons injured and property damaged in each occurrence.

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

If Contractor fails to maintain such insurance, the District may take out insurance to cover damages of the above-mentioned classes for which the District might be held liable on account of Contractor failing to pay such damages, and deduct and retain the amount of the premiums for such insurance from any sums due Contractor under this Agreement. Failure of the District to obtain such insurance shall in no way relieve Contractor from any of its responsibilities to acquire insurance under this Agreement.

B. Workers' Compensation Insurance. Contractor shall be permissibly self-insured or shall carry full workers' compensation insurance coverage for all persons employed, either directly or through subcontractors, in carrying out the work contemplated by this Agreement, in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California.

If Contractor fails to maintain such insurance, the District may take out insurance to cover any compensation which the District might be liable to pay under the provisions of the Workers' Compensation Act by reason of an employee of Contractor being injured or killed while engaged in the course and scope of his employment. The District may deduct and retain the amount of the premiums for such insurance from any sums due Contractor under this Agreement. Failure of the District to obtain such insurance shall in no way relieve Contractor from any of his responsibilities to obtain such insurance pursuant to this Agreement.

By execution of this Agreement, Contractor 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 workers' 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, Contractor agrees to furnish to

the District a certified copy of the insurance policies it has taken out for public liability, property damage and workers' compensation insurance set forth above for the period covered by this Agreement. Such insurance shall be placed with an insurance carrier acceptable to the District under terms satisfactory to the District. Said certified policies of insurance shall be furnished to the District prior to commencing the work contemplated by this Agreement. Each such certified policy 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 cancellation or reduction.

Should Contractor 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.

### **INDEMNIFICATION**

9. Contractor shall assume the defense of, and indemnify and save harmless, the District, its officers, employees and agents, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of this Agreement by Contractor, any subcontractor or Contractor's agents or employees; (2) any alleged negligent act or omission of Contractor, any subcontractor, Contractor's agents or employees, in connection with any acts performed or required to be performed pursuant to this Agreement; (3) any dangerous or defective condition arising or resulting from any of the actions or omissions of Contractor, Contractor's agents or employees in carrying out the provisions of this Agreement. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by the District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees.

### **CHANGE ORDERS**

10. The District may, without invalidating this Agreement, order changes in the scope of the work to be performed by Contractor consisting of additions, deletions or modifications in the nature and extent of the work to be performed pursuant to the Contract Documents. If these additions, deletions or changes cause an increase or reduction in the cost of the work to be performed, then such increase or reduction in cost shall be mutually agreed upon by both parties and the contract sum, as well as the contract time shall be adjusted accordingly. Any such adjustment in the contract sum shall be calculated by using the same basis Contractor used for calculating its base bid. Contractor shall furnish a detailed itemization of the proposed contract price adjustment and any such change in the work and adjustment of the contract price and/or contract time shall be authorized only by written change order signed by Contractor, Architect, and the District after approval by the District's Board of Directors. The contract sum as well as the contract time shall be changed only by such a written change order. In the event Contractor encounters work that exceeds the estimated quantities upon which its bid is based, Contractor shall notify the District and/or Architect of the discrepancy. Contractor shall apply for a Change Order reflecting any such additional quantities within ten (10) days of encountering same. A failure by Contractor to do so shall result in a waiver by Contractor to any right to compensation for such additional quantities.

## **WARRANTY**

11. Contractor agrees that the work shall be performed in accordance with the Contract Documents and industry standards. Contractor unconditionally guarantees all materials and workmanship furnished under this Agreement, and agrees to replace at its sole cost and expense, and to the satisfaction of District, any and all materials which may be defective through faulty, improper or inferior workmanship or materials. Contractor shall repair or replace to the satisfaction of District any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing. This guarantee shall remain in effect for one (1) year from the date of District's acceptance of the work. This guarantee does not excuse Contractor for any other liability related to defective work discovered after the guarantee period. Contractor shall transfer to District all manufacturer and supplier warranties relating to the work, if any, upon completion of the work and prior to the final payment.

In the event of failure to comply with the above stated conditions within a reasonable time, District may have the defective work repaired and made good at the expense of Contractor who will pay the costs and charges therefore immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred by District in enforcing this guarantee.

## **CORRECTION OF WORK AND BACK CHARGES**

12. Contractor will immediately, upon written orders of the District and/or Architect, correct any defect or deficiency in the work, equipment or materials. The District may withhold from Contractor, any amounts it reasonably estimates to be necessary for the correction of defective work if Contractor fails to repair and/or replace such defective work after request by the District and/or Architect.

## **CLEANUP**

13. Contractor will continuously clean the job site, and keep it in a safe, orderly and neat condition. At the completion of the work, the entire job site will be left in a broom-clean condition.

## **CONCEALED CONDITIONS**

14. Contractor has examined the job site, the Contract Documents and the applicable building codes, laws and regulations as well as any applicable laws and regulations of any and all utilities, that govern the conduct of the work, and has made such investigation as it deems appropriate. The contract price includes full compensation for all efforts to be expended by Contractor obtaining any and all approvals of the governing water, electricity, gas and other utility companies, and in dealing with any concealed, underground, known and/or unknown conditions.

## **CONTRACTOR AS INDEPENDENT CONTRACTOR**

15. The parties hereto agree that at all times during the term of this Agreement,

Contractor and Contractor's employees hired to perform services pursuant to this Agreement are independent contractors and are not agents or employees of the District. Contractor shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures for performing the services required by this Agreement and for coordinating all portions of the work required by this Agreement. The District shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor and Contractor shall be responsible for the actions of any such third persons. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment shall be determined by Contractor, and the District shall have no right or authority over such persons or the terms of their employment.

Neither Contractor nor any third persons employed by Contractor to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from the District should Contractor or any of its employees sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither Contractor nor any third persons employed by Contractor shall be entitled to any other benefits payable to employees of the District. The District is not required to make any deductions from the compensation payable to Contractor under the provisions of Contractor's bid. Contractor hereby agrees to defend and hold the District harmless from any and all claims that may be made against the District based on any contention by any third party that an employer/employee relationship exists between the District and that third party by reason of this Agreement. Contractor further agrees to defend and hold the District harmless from any and all claims that may be made against the District by any third party based on any failure of the Contractor to fulfill its obligations contractual or otherwise, to any such third party.

Contractor represents that it, and its subcontractors, are properly licensed and will remain so during the progress of the work.

#### **DEFAULT BY CONTRACTOR**

16. If Contractor fails to expeditiously advance the project, or installs work that does not comply with the requirements of the Contract Documents, fails to comply with any provision of law regarding the payment of employees, subcontractors and/or any third parties providing materials, equipment or supplies provided to the project, or fails to otherwise promptly pay for work or materials supplied to the project, or is guilty of any other material breach of the terms of this Agreement, the District may: (1) suspend payment until such time as the default is remedied by Contractor; or (2) by written notice to Contractor, terminate Contractor's right to perform all or any portion of the work. Contractor hereby agrees to pay the District all damages sustained as a result of default by Contractor. If the District terminates Contractor's right to perform the work, the District may have the work performed by others, or may complete the work itself, and charge the cost to Contractor. The cost of completion by the District shall include reasonable reimbursement for additional executive and administrative expense along with all damages for delay, including liquidated damages, and other damages sustained by the District as a result of Contractor's default. The District may deduct from any and all monies owing to the Contractor, either by virtue of this Agreement or any other agreements between the District and the Contractor, any and all damages and/or costs of completion assessed by the District against the Contractor



pursuant to the provision of this Agreement.

### **SAFETY**

17. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work contemplated by this Agreement. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees; (2) the project itself and materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. Contractor will indemnify the District and hold it harmless against all claims, liability, loss and expense, including attorney's fees and costs caused by or contributed to unsafe conduct tolerated by Contractor or any of its subcontractors.

### **MISCELLANEOUS PROVISIONS**

18. Contractor shall not assign this Agreement or any interest in it, or any money due or to become due under it voluntarily, involuntarily or by operation of law without the District's prior written consent. In the event of any such purported assignment without the District's prior written consent, the District shall have the right, in addition to all other rights provided by law, to terminate this Agreement by giving written notice to Contractor. If this Agreement is so terminated, the District may contract for the completion of the work or complete the work itself. If the cost and expense of completing the work, when added to the sum of amounts previously paid Contractor under this Agreement and any amounts due but unpaid to Contractor at the time of such termination, exceed the contract price, the District may deduct the amount of the excess from any such amounts then due Contractor. If the amount of such excess is larger than the amounts then due Contractor, Contractor shall immediately pay such excess or the balance thereof to the District, failing which recourse may be made immediately to Contractor's bond. If the Agreement is so terminated, Contractor agrees to waive and hereby does waive all other claims against the District for profits, loss, or damage because of such termination.

19. In the event of litigation between the parties, or if a party becomes involved in litigation because of wrongful acts of the other party, the prevailing or innocent party shall be entitled to an award of reasonable attorney's fees from the other party. The prevailing party will be entitled to an award of attorney's fees in an amount sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.

20. It is expressly hereby agreed that time is of the essence of this Agreement including all Contract Documents incorporated herein.

21. This Agreement shall be governed and construed according to the laws of the State of California.

22. This Agreement, together with all Contract Documents expressly incorporated herein by reference, supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services by Contractor to the District, and contains all of the covenants and agreements between the parties with respect to such services.

Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the other Contract Documents shall be valid or binding.

23. The failure or omission by District to terminate this Agreement for any violation of its terms, conditions or Agreements shall in no way bar, stop or prevent the District from terminating this Agreement thereafter, either for such or for any subsequent violation of any such term, condition or covenant. The filing of a notice of completion or acceptance of the project shall not be, or shall not be construed to be a waiver of any breach of any term, covenant or condition of this Agreement.

24. This Agreement shall inure to the benefit and bind the successors and assigns of the respective parties hereto.

25. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

26. The terms of this Agreement may be modified only in writing by mutual agreement on signature of the District and Contractor. Said amendment shall be attached to this Agreement.

27. Any notices to be given pursuant to this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice to the other. Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notice shall be deemed communicated as of the date of deposit in the mail.

IN WITNESS WHEREOF, the ORANGEVALE RECREATION AND PARK DISTRICT has, caused this Agreement to be signed by the District Administrator of said Board of Directors and Contractor has executed this Agreement on the date and year first above written.

ORANGEVALE RECREATION AND PARK DISTRICT,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Barry Ross, District Administrator

ACCO ENGINEERED SYSTEMS

By: \_\_\_\_\_  
Andy Lufkin, Senior Project Manager  
Contractor's License Number: 120696

**EXHIBIT A**

**UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

**Identifying Information**

Name of Claimant: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Job Location: \_\_\_\_\_

Owner: \_\_\_\_\_

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. The claimant has been paid in full.

**Exceptions**

This document does not affect the following:

Disputed claims for extras in the amount of: \$ \_\_\_\_\_

**Signature**

Claimant's Signature: \_\_\_\_\_

Claimant's Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**EXHIBIT B**

**UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

PAYMENT NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

**Identifying Information**

Name of Claimant: \_\_\_\_\_  
Name of Customer: \_\_\_\_\_  
Job Location: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Through Date: \_\_\_\_\_

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. The claimant has received the following progress payment:  
\$ \_\_\_\_\_

**Exceptions**

This document does not affect the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

**Signature**

Claimant's Signature: \_\_\_\_\_  
Claimant's Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

**EXHIBIT C**

**CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES THE CLAIMANT’S LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

**Identifying Information**

Name of Claimant: \_\_\_\_\_  
Name of Customer: \_\_\_\_\_  
Job Location: \_\_\_\_\_  
Owner: \_\_\_\_\_

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. This document is effective only on the Claimant’s receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: \_\_\_\_\_  
Amount of Check: \_\_\_\_\_  
Check Payable To: \_\_\_\_\_

**Exceptions**

This document does not affect the following:  
Disputed claims for extras in the amount of: \$ \_\_\_\_\_

**Signature**

Claimant’s Signature: \_\_\_\_\_  
Claimant’s Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

**EXHIBIT D**

**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES THE CLAIMANT’S LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

**Identifying Information**

Name of Claimant: \_\_\_\_\_  
Name of Customer: \_\_\_\_\_  
Job Location: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Through Date: \_\_\_\_\_

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. This document is effective only on the Claimant’s receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: \_\_\_\_\_  
Amount of Check: \_\_\_\_\_  
Check Payable To: \_\_\_\_\_

**Exceptions**

This document does not affect the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:  
Date(s) of waiver and release: \_\_\_\_\_  
Amount(s) of unpaid progress payment(s): \_\_\_\_\_
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

**Signature**

Claimant’s Signature: \_\_\_\_\_  
Claimant’s Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_



**Work Order Signature Document**

**EZIQC Contract No.: CA03-NCV-M02-080719-AES**

**New Work Order**       **Modify an Existing Work Order**

Work Order Number.: 097828.00      Work Order Date: 11/02/2021

Work Order Title: AC Unit Replacement - Orangevale Rec & Park District

Owner Name: Orangevale Recreation & Park District      Contractor Name: ACCO Engineered Systems

Contact: Horacio Oropeza      Contact: Andy Lufkin

Phone: 916-988-4373      Phone: (424) 201-0153

**Work to be Performed**

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA03-NCV-M02-080719-AES.

Brief Work Order Description:

AC Unit Replacement with Orangevale Rec & Park District - General Scope of Work

- Lock out/tag out power to supply unit.
- Disassemble and remove failed unit.
- Provide and install one new Bar Manufacturing Co. unit (or comparable unit) with equal or greater tonnage to the model that is currently on site (model #WH361-A05) .
- Start up, inspect, and test operations of the new installed unit.
- Provide disposal of old unit.
- Clean up work area. Additional clarifications:
- All work is to be completed during work hours 7:00am to 5:00pm Monday through Friday
- Access will be granted upon request.
- Existing thermostat will be used.
- Existing electrical disconnect and line voltage will be reused.

**Time of Performance**      Estimated Start Date:  
Estimated Completion Date:

**Liquidated Damages**      Will apply:       Will not apply:

**Work Order Firm Fixed Price: \$16,469.62**

Owner Purchase Order Number:

**Approvals**

Orangevale Recreation & Park District      Date

Contractor      Date

**Detailed Scope of Work**

---

**To:** Andy Lufkin  
 ACCO Engineered Systems  
 888 East Walnut Street  
 Pasadena, CA 91101  
 (424) 201-0153

**From:** Horacio Oropeza  
 Orangevale Recreation & Park District  
 6826 Hazel Ave.  
 Orangevale, CA 95662  
 916-988-4373

**Date Printed:** November 02, 2021

**Work Order Number:** 097828.00

**Work Order Title:** AC Unit Replacement - Orangevale Rec & Park District

**Brief Scope:** AC Unit Replacement with Orangevale Rec & Park District - General Scope of Work

- Lock out/tag out power to supply unit.
- Disassemble and remove failed unit.
- Provide and install one new Bar Manufacturing Co. unit (or comparable unit) with equal or greater tonnage to the model that is currently on site (model #WH361-A05) .
- Start up, inspect, and test operations of the new installed unit.
- Provide disposal of old unit.
- Clean up work area. Additional clarifications:
- All work is to be completed during work hours 7:00am to 5:00pm Monday through Friday
- Access will be granted upon request.
- Existing thermostat will be used.
- Existing electrical disconnect and line voltage will be reused.

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Orangevale Recreation and Parks

6826 Hazel Ave

Orangevale Ca, 95662

Reference: Bard replacement

Location: 6930 Hazel Ave, Orangevale CA, 95662

ACCO Engineered Systems is pleased to provide you with our proposal to provide labor, materials with tax and equipment for new Bard unit.

Our proposal is based on:

- Customer Request
- Joint Scope Walk HVAC SCOPE OF WORK:
- Safe off existing unit and disconnect.
- Remove 1 unit and dispose of unit per EPA standards.



## Detailed Scope of Work Continues..

**Work Order Number:** 097828.00

**Work Order Title:** AC Unit Replacement - Orangevale Rec & Park District

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- Furnish and install a total of (1) like for like Heat Pump Bard Unit.
- Furnish necessary mounting hardware required for the equipment being installed.
- Furnish and install new drip flashing above unit.
- Re-use existing disconnect and breaker.
- Furnish and install (1) new programmable thermostat compliant to Title24.
- Daily removal of debris generated by ACCO personnel.
- Equipment check, test and start up by ACCO technicians.
- One-year warranty on all ACCO supplied materials and labor.
- All work performed on weekday on straight time.

### ASSUMPTIONS and CLARIFICATIONS:

- Work performed M-F normal working hours
- Permits not required because agency is self-inspecting
- This proposal is to be incorporated into the contract. The proposal is based on mutually acceptable schedules, terms & conditions. Any terms and conditions stated herein supersede any other contract statements or wording which may conflict.
- This proposal is based on the assumption that unobstructed access to the work areas will be provided to ACCO and its subcontractors.
- ACCO assumes that the existing system and its components to be re-used (HVAC, piping, electrical, roofing, ductwork, etc.) are in proper operating condition. ACCO cannot warrant the performance of existing equipment and systems.
- As requested, ACCO will be replacing the existing outdated HVAC units with new in-kind equipment of equal capacity. These direct like-for-like replacements are based on the assumption that the original units have been sized properly for the local weather conditions, current occupancy levels, and current building use. Unless specifically requested, it is not ACCO' intent to re-design or to modify these systems.

### EXCLUSIONS:

- o Any structural improvements needed.
- o Any other code upgrades not part of scope.
- o All Electric power wiring other than low voltage wiring for the wall thermostats (DDC control system).
- o Acoustical engineering and noise reduction provisions, Structural, Electrical & Civil Engineering, project bonding.
- o Fire sprinklers, Fire override control, Smoke Detector monitoring or fire life safety controls.
- o Concrete, sheet rock, wood and tile cutting & patching, any sheet rock & concrete work; framing; carpentry; roofing; painting; floors or ceilings, soffits or shafts for ductwork, piping, HVAC units and appliances; roof screens.
- o Any duct repairs, or repairs as result of Hearst Testing.
- o Overtime labor.

Subject to the terms and conditions of JOC Contract **CA03-NCV-M02-080719-AES**.

**Detailed Scope of Work Continues..**

**Work Order Number:** 097828.00

**Work Order Title:** AC Unit Replacement - Orangevale Rec & Park District

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Contractor	Date
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Orangevale Recreation & Park District	Date
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## Contractor's Price Proposal - Summary

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**Date:** November 02, 2021

**Re:** IQC Master Contract #: CA03-NCV-M02-080719-AES  
Work Order #: 097828.00  
Owner PO #:  
Title: AC Unit Replacement - Orangevale Rec & Park District  
Contractor: ACCO Engineered Systems  
Proposal Value: \$16,469.62

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**Section - 01** **\$354.53**

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**Section - 23** **\$16,115.09**

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**Proposal Total** **\$16,469.62**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

# Contractor's Price Proposal - Detail

**Date:** November 02, 2021

**Re:** IQC Master Contract #: CA03-NCV-M02-080719-AES  
 Work Order #: 097828.00  
 Owner PO #:  
 Title: AC Unit Replacement - Orangevale Rec & Park District  
 Contractor: ACCO Engineered Systems  
 Proposal Value: \$16,469.62

Sect.	Item	Mod.	UOM	Description	Line Total														
Labor	Equip.	Material	(Excludes)																
<b>Section - 01</b>																			
1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$354.53														
				<table> <tr> <td>Quantity</td> <td></td> <td>Unit Price</td> <td></td> <td>Factor</td> <td>=</td> <td>Total</td> </tr> <tr> <td>Installation</td> <td>322.30</td> <td>x</td> <td>1.00</td> <td>x</td> <td>1.1000</td> <td>= 354.53</td> </tr> </table>	Quantity		Unit Price		Factor	=	Total	Installation	322.30	x	1.00	x	1.1000	= 354.53	
Quantity		Unit Price		Factor	=	Total													
Installation	322.30	x	1.00	x	1.1000	= 354.53													
PAYMENT AND PERFORMANCE BONDS PER SOURCEWELL AGREEMENT 2% OF \$16,115.09 = \$322.30																			

**Subtotal for Section - 01** **\$354.53**

<b>Section - 23</b>																										
2	23 81 13 13 0007		EA	3 Ton Single Package Cooling, Vertical Wall Unit, Air To Air Type With Electric Heat	\$16,115.09																					
				<table> <tr> <td>Quantity</td> <td></td> <td>Unit Price</td> <td></td> <td>Factor</td> <td>=</td> <td>Total</td> </tr> <tr> <td>Installation</td> <td>1.00</td> <td>x</td> <td>11,469.61</td> <td>x</td> <td>1.3627</td> <td>= 15,629.64</td> </tr> <tr> <td>Demolition</td> <td>1.00</td> <td>x</td> <td>356.24</td> <td>x</td> <td>1.3627</td> <td>= 485.45</td> </tr> </table>	Quantity		Unit Price		Factor	=	Total	Installation	1.00	x	11,469.61	x	1.3627	= 15,629.64	Demolition	1.00	x	356.24	x	1.3627	= 485.45	
Quantity		Unit Price		Factor	=	Total																				
Installation	1.00	x	11,469.61	x	1.3627	= 15,629.64																				
Demolition	1.00	x	356.24	x	1.3627	= 485.45																				
ACCO will remove and replace the existing BARD unit with a direct replacement heat pump. LI selected for closest match. New Bard will be a Heat Pump. New unit will come with a Title 24 compliant Programmable Thermostat																										

**Subtotal for Section - 23** **\$16,115.09**

**Proposal Total** **\$16,469.62**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.



### Subcontractor Listing

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**Date:** November 02, 2021

**Re:** IQC Master Contract #: CA03-NCV-M02-080719-AES  
Work Order #: 097828.00  
Owner PO #:  
Title: AC Unit Replacement - Orangevale Rec & Park District  
Contractor: ACCO Engineered Systems  
Proposal Value: \$16,469.62

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

# STAFF REPORT



DATE: 02-10-22

TO: Board of Directors

FROM: Barry Ross, District Administrator

**SUBJECT: AWARD THE PHASE 1 CONCRETE PATHWAY REPAIR PROJECT AT ORANGEVALE COMMUNITY PARK TO THE QUALIFIED CONTRACTOR WITH THE LOWEST RESPONSIVE QUOTE.**

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## **RECOMMENDATION**

Award the phase 1 concrete pathway repair project at Orangevale Community Park to the qualified contractor with the lowest responsive quote.

## **BACKGROUND**

At the July 8, 2021, Board of Directors meeting, the Board approved that the sections of damaged concrete pathways at Orangevale Community Park be replaced with new concrete in affordable and manageable intervals over the next three fiscal years. Phase 1 includes a stretch of pathway immediately north of the pickleball/tennis courts on Hazel Ave. that begins near the Hazel Ave. sidewalk and runs directly east, ending near the disc golf putting area. This stretch is 102' long by 8' wide. This is the highest priority because of the amount of damaged concrete and potential tripping/safety concerns.

Staff has been seeking three quotes. We currently have two quotes and are expecting a third within a week. In an effort to begin this project in the coming weeks, we ask that the Board approves the District Administrator to award this phase of the project to the qualified contractor with the lowest responsive quote, and to finalize contract documents.

## **FISCAL IMPACT**

The cost to fully replace the damaged sections is estimated to be between \$30K - \$40K. The intention is to spend approximately \$10K - \$15K over each of the next three fiscal years to complete this concrete project. If we find that we have a healthy budget balance remaining towards the end of a fiscal year, we may opt to complete more of the concrete work within one fiscal year.

## **RECOMMENDED MOTION**

I move we award the phase 1 concrete pathway repair project at Orangevale Community Park to the qualified contractor with the lowest responsive quote and direct the District Administrator to prepare and finalize contract documents and begin the project on the soonest available date.

# STAFF REPORT



DATE: 02-10-22  
TO: Board of Directors  
FROM: Barry Ross, District Administrator  
SUBJECT: **AWARD THE POOL PUMP REPLACEMENT PROJECT AT ORANGEVALE COMMUNITY SWIMMING POOL TO THE QUALIFIED CONTRACTOR WITH THE LOWEST RESPONSIVE QUOTE.**

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## **RECOMMENDATION**

Award the pool pump replacement project at Orangevale Community Swimming Pool to the qualified contractor with the lowest responsive quote.

## **BACKGROUND**

By way of a Planning Committee meeting (11/5/21) and two Board of Directors meetings (12/9/21 and 1/13/21), the Board of Directors decided on the scope of work for the swimming pool renovation projects to occur in 2022 and 2023. It was acknowledged that our current pool pump has been repaired multiple times and was near the end of its useful service life. With staff recommendations, the Board agreed to have staff manage the pump replacement process instead of including that in the larger scope of work to be managed by Aquatic Design Group.

The specifications of the project include:

- A 25 hp pump
- A Variable Frequency Drive (VFD) that will save considerably save electricity, and the lifespan of the pump.
- Removal and proper disposal of the old pump.
- Installation of the new pump, involving plumbing and electrical.
- Conducting a full test of the new pump to assure it is operating optimally.

Staff has secured one quote and is seeking two others, or more. We expect to have additional quotes within a week. Because of potential delays in receiving mechanical supplies, we need to begin this project soon so it can be in place for the pool season. We ask that the Board approves the District Administrator to award this project to the qualified contractor with the lowest responsive quote, and to finalize contract documents.

## **FISCAL IMPACT**

The anticipated cost of this pool pump replacement project is in the range of \$17,000 - \$22,000.

## **RECOMMENDED MOTION**

I move we award the pool pump replacement project at Orangevale Community Swimming Pool to the qualified contractor with the lowest responsive quote and direct the District Administrator to prepare and finalize contract documents and begin the project on the soonest available date.

# STAFF REPORT



DATE: 2/10/22

TO: Board of Directors

FROM: Jason Bain, Recreation Supervisor

**SUBJECT: APPROVAL OF THE AGREEMENT WITH THE ALL EVENTS MANAGEMENT GROUP TO HOLD BOW WOW DAYS – A PETICULAR EVENT IN ORANGEVALE COMMUNITY PARK ON SEPTEMBER 24, 2022**

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## **RECOMMENDATION**

Approve the agreement with All Events Management Group to hold Bow Wow Days – a Peticular Event in Orangevale Community Park on September 24, 2022.

## **BACKGROUND**

Lisa Montes from AEMG, Inc. submitted a special event application to hold Bow Wow Days – A Peticular Event at the Orangevale Community Park. The event location will be around the walking path that surrounds the soccer field near the Filbert parking lot. The event is also requesting the non-exclusive use of the Horse Arena parking lot, the Oak Ave. gravel parking lot, and the Filbert Ave. parking lot. This event is a pet awareness event with demonstrations, info on pet care, pet adoptions, music, food, vendors, and crafts. This year the Orangevale Recreation and Park District will be a sponsor for this event. This event will run from 9am to 2pm on September 24. The fee for the event is \$667 with OVparks being a sponsor.

## **RECOMMENDED MOTION**

I move we approve the Agreement with All Events Management Group to hold Bow Wow Days – a Peticular Event in Orangevale Community Park on September 24, 2022, in Orangevale Community Park and authorize the District Administrator to execute the agreement.



## **PERMIT AGREEMENT**

This Agreement is made and entered into this 10<sup>th</sup> day of February 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 Lisa Montes “All Events Management Group or AEMG”, 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 Park, located at 7301 Filbert Avenue, Orangevale, California, hereinafter referred to as the "Property"; and

WHEREAS, Permittee desires to use the Property for the Bow Wow Days – A Peticular Event, community special event for the public on September 24, 2022.

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 Bow Wow Days A Peticular Event, September 24, 2022 (the “Event”) 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 Saturday, September 24, 2022, at 6am and is required to complete Event take-down and cleanup by Saturday September 24, 2022, at 5pm. 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, September 24, 2022, at 5pm

Permittee shall cause the removal of any camper, truck, trailer and/or tents from the designated area and the Property no later than September 24, 2022, at 5pm. 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 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 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.

#### **FEEES**

3. In consideration for the use of the Property as provided for herein, Permittee shall pay to the District a security deposit of five hundred dollars (**\$500.00**) (the "Deposit") no later than August 27, 2022. The 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 or a portion of the Deposit if the event is cancelled 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 hundred sixty seven dollars (**\$667**) (the "Rental Fee") no later than May 28, 2022.

If the event is cancelled for any reason within ninety (90) days prior to the scheduled date, the District agrees to refund any monies paid by Permittee as follows:

Within 89 to 60 days prior to the event, 50% of the Deposit  
Within 59 to 30 days prior to the event, 25 % of the Deposit  
Within 29 to 1 days prior to the event, 0% Deposit.

#### **CHARGES BY PERMITTEE**

4. Permittee shall have the right to charge members of the public for parking 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 pavilion, restrooms, and 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, for the Event from September 24, 2022 only.

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 understand and agrees to do the following:
  - a. Permittee shall attend a pre-event inspection walk-through which will take place on Friday, September 23, 2022, with the District's representatives and the post-event inspection walk-through that will take place on Monday, September 26, 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, September 26, 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 26, 2022, for review by the District. Any feedback on the layout for the Event shall be given no later than August 29, 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 Friday, August 27, 2021. 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.

1. 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" of rain, it will close 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

AEMG, INC  
Lisa Montes  
6129 Rich Hill Drive  
Orangevale, CA 95662

## **NEGATION OF PARTNERSHIP**

19. Permittee shall not become or be deemed a partner or 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**

**ALL EVENTS MANAGEMENT GROUP  
LISA MONTES**

By \_\_\_\_\_  
Barry Ross, District Administrator

By \_\_\_\_\_  
Lisa Montes, AEMG, INC President



**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**

<u>District Use Only</u>
Booking #: <u>2047</u>
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: LISA MONTES

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Sponsoring Organization/Company: ALL EVENTS MANAGEMENT GROUP

Authorized Organization Representative: LISA MONTES

*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  Private  Corporation  Other \_\_\_\_\_

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

Organization Web Site: bowwowdays.com Organization Email: info@bowwowdays.com

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

Alternate Contact Name: \_\_\_\_\_ Phone/Email: \_\_\_\_\_

**FACILITY REQUESTED**

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

Other Facility: AREA WHERE POW WOW DAYS IS HELD

**EVENT INFORMATION**

Event Name: BOW WOW DAYS - A PETICULAR EVENT

Event Date(s): September 24, 2022 Day(s) of week:  M  T  W  Th  F  Sat  Sun

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

Set up time		Event time		Clean up time	
From:	<u>6</u> <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	From:	<u>9</u> <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	From:	<u>2</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm
To:	<u>8:30</u> <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	To:	<u>2</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	To:	<u>5</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm

Type of Event:  Concert  Festival  Celebration  Run/Walk  Other COMMUNITY PET EVENT

Purpose of Event: BRING AWARENESS TO PET NEEDS - ADPOTIONS, CARE, AND DEMONSTRATIONS

Overall Estimated Attendance: 500 Daily \_\_\_\_\_ Adults 400 Children 100

Has this event been produced before?  Yes  No If yes, previous attendance: \_\_\_\_\_

If yes, list previous name, date and location of event: SAME

**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.  
**THIS WILL BE A PET AWARENESS EVENT. DEMONSTRATIONS, PET CARE, PET ADOPTIONS, MUSIC, FOOD, VENDORS AND CRAFTS.**

How does the community of Orangevale benefit from this event?  
Community will have the opportunity to connect with resources pertaining to the well being and care of thier favorite pet. Wander through dozens of animal rescue groups, adopt a pet, eat, shop, and enjoy the animal exhibitors and exhibitions and more!

Is this a Public or Private event?  Public  Private  Other \_\_\_\_\_

If public, please give name, phone number and website for public event information: same as organizer

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:

Admission is free, both space and sponsorship will be solicited to contribute the cost of the event and proceeds will benefit animal outreach programs

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 # Food trucks

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

If yes, please list the time alcohol will be served \_\_\_\_\_ in a specific designated area

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

If yes, please list sound, tables, chairs and shade umbrellas

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

**INSURANCE REQUIREMENTS**

The District requires all facility users to provide a Certificate of Insurance in the amount of \$500,000 in liability coverage, with the Orangevale Recreation and Park District named as additionally insured. You may provide your own insurance or purchase special event insurance through the District. The Horse Arena insurance requirement is \$2,000,000.

I will provide my own insurance.  I wish to purchase insurance from the District.

**STATEMENT OF RESPONSIBILITY FOR LIABILITY OR DAMAGE/RECEIPT OF RULES & REGULATIONS**

User agrees to be solely responsible for any and all claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the District's facilities. User agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from its use of the District's facilities.

I, (group representative), the undersigned, have received the rental policies and procedures; and have read and hereby agree to abide by all rules and regulations.

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: 10.22.2021

REVIEWED BY OVPARKS REPRESENTATIVE: \_\_\_\_\_ DATE: 12/1/21



**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**

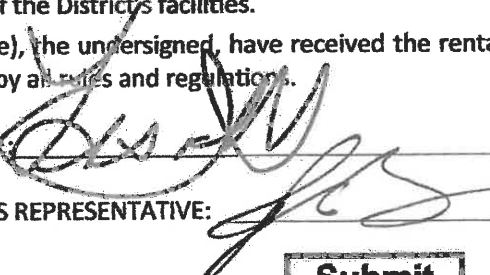
An event can change the normal flow of residential and business activity potentially causing a negative impact to the surrounding community. As the event organizer, you are responsible for providing notification of the Event and any possible disruption of traffic which could occur in the surrounding 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.

**STATEMENT OF RESPONSIBILITY FOR LIABILITY OR DAMAGE/RECEIPT OF RULES & REGULATIONS**

User agrees to be solely responsible for any and all claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the District's facilities. User agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from its use of the District's facilities.

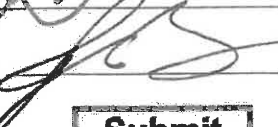
I, (group representative), the undersigned, have received the rental policies and procedures; and have read and hereby agree to abide by all rules and regulations.

CUSTOMER SIGNATURE: \_\_\_\_\_



DATE: 10.22.21

REVIEWED BY OVPARKS REPRESENTATIVE: \_\_\_\_\_



DATE: 12/11/21

**Submit**

# STAFF REPORT



DATE: February 10, 2022

TO: Board of Directors

FROM: Jason Bain, Recreation Supervisor

**SUBJECT: APPROVAL OF THE AGREEMENT WITH TERROR IN THE NIGHT PRODUCTIONS TO HOLD THE APRIL FOOL'S PSYCHO CIRCUS ATTRACTION AT THE ORANGEVALE COMMUNITY CENTER PARK FROM MARCH 25 THRU APRIL 2, 2022**

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## **RECOMMENDATION**

Consider approving the Agreement with the Terror in the Night Productions to utilize the Orangevale Community Center Park from March 25 - April 2, 2022, to hold the April Fool's Psycho Circus Attraction.

## **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 April Fool's Psycho Circus Attraction. The event will run from March 25 - April 2, 2022. Setup would be March 4 - 24, 2022, and clean up runs from April 3 - 9, 2022.

The company Terror in the Night Productions 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 7-11 p.m. on March 25 - April 2. They will be selling tickets for admission.

The fees associated with this special event use permit include:

Set-up: March 4 – March 24: 11 days x \$50 per day = \$1,050

Event Dates: March 25 – April 2: 9 days x \$182 per day = \$1,638

Clean-up: April 3 – April 9: 7 days x \$50 per day = \$350

Total Rental fee \$3,038

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

The Agreement requires payment of the deposit and fees of \$5,038 on Monday, February 14, 2022, by 12:00 p.m.

## **RECOMMENDED MOTION**

I move we approve the agreement with the Terror in the Night Productions to use Orangevale Community Center Park for the April Fool's Psycho Circus attraction from March 25 - April 2, 2022, and authorize the District Administrator to execute the agreement.



## PERMIT AGREEMENT

This Agreement is made and entered into this 10th day of February 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 "**April Fool's Psycho Circus**" special event from **March 15 to April 2, 2022**

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 "**April Fool's Psycho Circus**" (the "Event") on March 15 thru April 2, 2021, 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 March 4, 2022**, and is required to complete **Event take-down and cleanup by Saturday, April 9, 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, April 9, 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.

Permittee shall be entitled to authorize the use of tents, camper trucks and trailers by exhibitors, concessionaires, and Permittee's officials from March 4 thru April 9, 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 April 9, 2022 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 **February 14, 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 the full 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 three thousand and thirty-eight dollars (**\$3038**) (the "Rental Fee"). **Rental fee payment of \$3,038 to be paid by February 14 at 12pm.** This is based on a special event day rate of \$182 per day (3/25-4/2, 9 days @ \$182 = \$1638) and setup and clean up days at \$50 (Setup: 3/4-3/24, 21 days @ \$50 per day = \$1050; Clean up: 4/3-4/9, 7 days @ \$50 per day = \$350). 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 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 understand and agrees to do the following:

a. Permittee shall attend a **pre-event inspection walk-through which will take place on Thursday, March 3, 2022, with the District's representatives and the post-event inspection walk-through that will take place on Monday April 11, 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, April 11, 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 February 14, 2022**, for review by the District. Any feedback on the layout for the Event shall be given no later than February 18, 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 **March 7, 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 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" of rain, it will close 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



**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**

District Use Only

Booking #: \_\_\_\_\_

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: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Sponsoring Organization/Company: Terror in the night Halloween Productions

Authorized Organization Representative: FRANK Babcock / John Cortijo

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  Private  Corporation  Other \_\_\_\_\_

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

Organization Web Site: Cemeterium haunted house.com Organization Email: SAME

Name of Event Organizer (if different from applicant): \_\_\_\_\_

Alternate Contact Name: John Cortijo Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**FACILITY REQUESTED**

• Orangevale Community Center - 6826 Hazel Avenue

Field Area

• Orangevale Community Park - 7301 Filbert Avenue

Disc Golf Course

Pavilion & Stage Area

Horse Arena

Oak & Filbert Area

Stone Amphitheater

Other Facility: 6930 HAZEL AVE - Field

**RECEIVED**  
JAN 19 2022  
BY: \_\_\_\_\_

**EVENT INFORMATION**

Event Name: April Fool's Psycho Circus Attraction

Event Date(s): March 25, 26, 27, 30, 31 Day(s) of week:  M  T  W  Th  F  Sat  Sun

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

Set up time	Event time	Clean up time
From: <u>Please</u> <input type="checkbox"/> am <input type="checkbox"/> pm	From: <u>Please see</u> <input type="checkbox"/> am <input type="checkbox"/> pm	From: <u>Please see</u> <input type="checkbox"/> am <input type="checkbox"/> pm
To: <u>See event info</u> <input type="checkbox"/> am <input type="checkbox"/> pm	To: <u>Event info</u> <input type="checkbox"/> am <input type="checkbox"/> pm	To: <u>Event info</u> <input type="checkbox"/> am <input type="checkbox"/> pm

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

Purpose of Event: To offer the community a fun event / we love doing this!

Overall Estimated Attendance: 1,500 Daily \_\_\_\_\_ Adults \_\_\_\_\_ Children \_\_\_\_\_

Has this event been produced before?  Yes  No If yes, previous attendance: \_\_\_\_\_

If yes, list previous name, date and location of event: \_\_\_\_\_

**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.

April Fool's Psycho Circus Attraction:

A haunted house type of attraction where customers pay to be entertained by our scare actors. This is a walk through MAZE just like our October attractions.

This event will be a much smaller scale than our October event.

This would be our first attempt at an attraction operating outside of October. Our proposed timeline is below.

Construction Dates: March 4<sup>th</sup> - 24<sup>th</sup> / Operation Dates: March 25, 26, 27, 30, 31 / Teardown Dates: April 3<sup>rd</sup> to 9<sup>th</sup>

April 1<sup>st</sup> - 2<sup>nd</sup>  
How does the community of Orangevale benefit from this event?

We would be offering our community an entertaining event that does not typically happen in March or April.

Is this a Public or Private event?  Public  Private  Other

If public, please give name, phone number and website for public event information:

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: \$13 per ticket

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

Will food be served at the event? Possibly a food vendor  Yes  No

If yes, and you are using a caterer, please list caterer's name and phone #

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

If yes, please list the time 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 Event operating equipment & supplies

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

**INSURANCE REQUIREMENTS**

The District requires all facility users to provide a Certificate of Insurance in the amount of \$1,000,000 in liability coverage, with the Orangevale Recreation and Park District named as additionally insured. You may provide your own insurance or purchase special event insurance through the District. The Horse Arena insurance requirement is \$2,000,000.

I will provide my own insurance.  I wish to purchase insurance from the District.

## 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:** April Fool's Psycho Circus Attraction

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

Day 1: Day of Week Friday Date March 4th Start Time \_\_\_\_\_ End Time March 24th  
 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 Friday Date March 25th Start Time \_\_\_\_\_ End Time April 2nd  
 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 \_\_\_\_\_ Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_

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

Day 1: Day of Week Sunday Date April 3rd Start Time \_\_\_\_\_ End Time April 9th  
 Day 2: Day of Week \_\_\_\_\_ Date \_\_\_\_\_ 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 \_\_\_\_\_ End \_\_\_\_\_
- 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...Possibly.....County of Sacramento Environmental Health permit
- Merchandise...our own.....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: \_\_\_\_\_
- 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:

#### **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.)**

**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**.

**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 Babcock

APPLICANT SIGNATURE: [Signature] DATE: 1-19-22

District Use Only  
REVIEWED/APPROVED BY OVPARKS REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_  
BOOKING #: \_\_\_\_\_



# STAFF REPORT



DATE: 2-10-22

TO: Board of Directors

FROM: Barry Ross, District Administrator

**SUBJECT: APPROVAL OF RESOLUTION 22-02-683 ESTABLISHING A SCHEDULE OF FEES FOR USE OF PARK AND RECREATIONAL FACILITIES, PROGRAMS, AND SERVICES**

## **RECOMMENDATION**

Approve Resolution 22-02-683 establishing a schedule of fees for the use of park and recreational facilities, programs, and services.

## **BACKGROUND**

Staff is proposing modest fee increases that average about five percent effective upon approval as stated in the resolution and accompanying exhibit. In determining the increase in fees, staff considered the minimum wage increases for part time staff, supply costs and utility cost increases. In addition, staff surveyed Fulton-El Camino, Folsom, Roseville, Sunrise, Fair Oaks and the Orangevale Grange to insure rental fees were comparable and competitive with facilities of similar size and amenities. More specifically, the recommended fees adjustments are as follows:

<b>FACILITIES</b>	<b>RECOMMENDED ADJUSTMENT</b>	<b>NOTES</b>
Community Center Activity Building Youth Center	5% increase	Keep up with inflation
New Buildings	No increase	Encourage more rentals
Picnic Shelters	No increase	Our fees are near the high end compared to other agencies.
Horse Arena	5% increase	Keep up with inflation
Athletic Fields	5% increase	Keep up with inflation. No increase for local youth rec sports leagues.
Swimming Pool	10% increase	Keep up with inflation and make fees more competitive with other agencies.
Special Events in Parks	5% increase	Keep up with inflation.

## **RECOMMENDED MOTION**

I move approval of Resolution 22-02-683 establishing a schedule of fees for the use of park and recreational facilities, programs, and services.

**Orangevale Recreation and Park District  
ORPD 2022 Preliminary**

**BUILDING/ROOM RENTAL FEES**

			Classification										
			Standard			Civic/Non Profit			Civic/Non Profit Youth Serving				
Orangevale Community Center 6826 Hazel Ave			Min Rental	Rental	Regular	5%	10%	Regular	5%	10%	Regular	5%	10%
Auditorium (AUD) Mon-Thurs	4 hr	Rate	\$151	\$159	\$166	\$128	\$134	\$141	\$122	\$128	\$134		
		Resident Rate	\$122	\$128	\$134	\$103	\$108	\$113	\$97	\$102	\$107		
Kitchen Use with Auditorium	Concurrent	Rate (Flat)	\$146	\$153	\$161	\$139	\$146	\$153	\$139	\$146	\$153		
Auditorium - Sporting Event M-Th (no set-up & no food)	2 hr	Rate	\$76	\$80	\$84	\$64	\$67	\$70	\$60	\$63	\$66		
		Resident Rate	\$60	\$63	\$66	\$50	\$53	\$55	\$47	\$49	\$52		
Auditorium (AUD) Friday-Sunday	4 hr	Rate	\$182	\$191	\$200	\$154	\$162	\$169	\$156	\$164	\$172		
		Resident Rate	\$146	\$153	\$161	\$124	\$130	\$136	\$117	\$123	\$129		
Kitchen Use with Auditorium	Concurrent	Rate (Flat)	\$146	\$153	\$161	\$139	\$146	\$153	\$139	\$146	\$153		
Auditorium - Sporting Event Fri-Sun (no set-up & no food)	2 hr	Rate	\$91	\$96	\$100	\$77	\$81	\$85	\$72	\$76	\$79		
		Resident Rate	\$72	\$76	\$79	\$62	\$65	\$68	\$58	\$61	\$64		
Meeting Room (MR) Mon-Thur	2 hr	Rate	\$83	\$87	\$91	\$70	\$74	\$77	\$66	\$69	\$73		
		Resident Rate	\$65	\$68	\$72	\$56	\$59	\$62	\$53	\$56	\$58		
Meeting Room (MR) Fri-Sun	4 hr	Rate	\$107	\$112	\$118	\$90	\$95	\$99	\$85	\$89	\$94		
		Resident Rate	\$89	\$93	\$98	\$76	\$80	\$84	\$71	\$75	\$78		
Kitchen Use with Meet Rm	Concurrent	Rate	\$146	\$153	\$161	\$139	\$146	\$153	\$139	\$146	\$153		
Meeting Room w/Aud rental (if 4 hrs or less & no food service)	Concurrent w/Aud	Rate (Flat)	\$163	\$171	\$179	\$138	\$145	\$152	\$130	\$137	\$143		
		Resident Rate	\$131	\$138	\$144	\$111	\$117	\$122	\$105	\$110	\$116		
Meeting Room w/Aud rental (if over 4 hrs OR food service)	Concurrent w/Aud	Rate (Flat)	\$327	\$343	\$360	\$276	\$290	\$304	\$261	\$274	\$287		
		Resident Rate	\$261	\$274	\$287	\$223	\$234	\$245	\$210	\$221	\$231		
Classroom (CR)	2 hr	Rate (Hourly)	\$37	\$39	\$41	\$37	\$39	\$41	\$37	\$39	\$41		
Classroom w/Aud or MR rental (no set-up & no food served)	Concurrent w/rental	Rate (Flat)	\$37	\$39	\$41	\$37	\$39	\$41	\$37	\$39	\$41		
Classroom w/Aud or MR rental (with food served in room)	Concurrent w/rental	Rate (Flat)	\$72	\$76	\$79	\$72	\$76	\$79	\$72	\$76	\$79		
Classroom Mon - Thur Only	1 hr	Rate	n/a			n/a							
<b>Orangevale Activity Building 6818 Hazel Ave</b>													
Activity Building (AB) Mon-Thur	2 hr	Rate	\$83	\$87	\$91	\$70	\$74	\$77	\$66	\$69	\$73		
		Resident Rate	\$65	\$68	\$72	\$56	\$59	\$62	\$53	\$56	\$58		
Activity Building (AB) Fri-Sun	4 hr	Rate	\$107	\$112	\$118	\$90	\$95	\$99	\$85	\$89	\$94		
		Resident Rate	\$89	\$93	\$98	\$76	\$80	\$84	\$71	\$75	\$78		
<b>Youth Center 6745 Hazel Ave</b>													
Youth Center (YC) Mon-Thur	2 hr	Rate	\$49	\$51	\$54	\$42	\$44	\$46	\$40	\$42	\$44		
		Resident Rate	\$39	\$41	\$43	\$33	\$35	\$36	\$32	\$34	\$35		
Youth Center (YC) Fri-Sun	4 hr	Rate	\$49	\$51	\$54	\$42	\$44	\$46	\$40	\$42	\$44		
		Resident Rate	\$39	\$41	\$43	\$33	\$35	\$36	\$32	\$34	\$35		
Kitchen Use	Concurrent	Rate (Flat)	Included			Included			Included				

Note: Rentals are Hourly unless otherwise stated.

**Orangevale Recreation and Park District  
ORPD 2022 Preliminary**

**BUILDING/ROOM RENTAL FEES**

Orangevale Community Center Park 6930 Hazel Ave		Min Rental	Rental	Classification								
				Standard			Civic/Non Profit			Civic/Non Profit Youth Serving		
				Reg	5%	10%	Reg	5%	10%	Reg	5%	10%
<b>Building 1 (B1) Mon-Thur</b> Capacity 90 dining / 200	2 hr	Rate	\$118	\$124	\$130	\$110	\$116	\$121	\$88	\$93	\$97	
		Resident Rate	\$95	\$100	\$105	\$89	\$93	\$98	\$84	\$88	\$92	
<b>Building 1 (B1) Fri-Sun</b> Capacity 90 dining / 200	4 hr	Rate	\$149	\$156	\$164	\$139	\$146	\$153	\$111	\$117	\$122	
		Resident Rate	\$119	\$125	\$131	\$111	\$117	\$122	\$105	\$110	\$115	
<b>Building 2 (B1) Mon-Thur</b> Capacity 50 dining / 100	2 hr	Rate	\$83	\$87	\$91	\$78	\$81	\$85	\$73	\$77	\$80	
		Resident Rate	\$65	\$68	\$72	\$61	\$64	\$67	\$57	\$60	\$63	
<b>Building 2 (B1) Fri-Sun</b> Capacity 50 dining / 100	4 hr	Rate	\$107	\$112	\$118	\$100	\$105	\$110	\$94	\$99	\$104	
		Resident Rate	\$85	\$89	\$94	\$79	\$83	\$87	\$75	\$79	\$82	
Kitchen Use	Concurrent	Rate (Flat)	\$85	\$89	\$94	\$79	\$83	\$87	\$72	\$76	\$79	
<b>Cottage (CT) Mon-Thur</b> Capacity 40	2 hr	Rate	\$68	\$71	\$75	\$64	\$67	\$70	\$60	\$63	\$66	
		Resident Rate	\$55	\$58	\$61	\$51	\$54	\$57	\$48	\$51	\$53	
<b>Cottage (CT) Fri-Sun</b> Capacity 40	4 hr	Rate	\$99	\$104	\$109	\$93	\$97	\$102	\$87	\$91	\$96	
		Resident Rate	\$79	\$83	\$87	\$74	\$78	\$81	\$70	\$73	\$76	
Kitchenette Use	Concurrent	Rate (Flat)	Included			Included			Included			

**Orangevale Recreation and Park District  
ORPD 2022 Preliminary**

**PICNIC/OUTDOOR FACILITY RENTAL FEES**

Orangevale Community Park 7301 Filbert		Classification					
		Standard			Civic/Non Profit Youth Serving	Public Education	
		Rental Period	Rental	Daily Rate			
			Regular	5%	10%		
<b>Family Picnic Shelter (FPS)</b> (Covered pad, 4 tables, BBQ)	Day	Rate	\$87	\$91	\$96	n/a	M-F School Yr
		Resident Rate	\$72	\$76	\$79	n/a	no charge
<b>Group Picnic Shelter (GPS)</b> (Covered pad, 12 tables, BBQ)	Day	Rate	\$263	\$276	\$289	n/a	M-F School Yr
		Resident Rate	\$218	\$229	\$240	n/a	no charge
<b>Pavilion (PAV)</b> (Covered pad, Band Stand, Dance Area, BBQ - 6 tables)	Day	Rate	\$174	\$183	\$191	n/a	n/a
		Resident Rate	\$146	\$153	\$161	n/a	n/a
<b>Horse Arena</b> Use of Arena, Warm-up, Stands, Ann. Booth. No services/no prep.	Day	Rate	\$263	\$276	\$289	\$218	n/a
		Resident Rate	\$218	\$229	\$240	\$182	n/a
<b>Stone Amphitheater</b> Staging and seating. No electricity or water available.	Day	Rate	\$87	\$91	\$96	no charge	no charge
		Resident Rate	\$72	\$76	\$79	no charge	no charge
<b>Tennis Court 1 court</b> Fee per court	2 hours	Rate	\$15	\$16	\$17	n/a	n/a
		Resident Rate	\$13	\$14	\$14	n/a	
<b>Pickleball Courts 1&amp;2</b> Fee per court	2 hours	Rate	\$15	\$16	\$17	n/a	n/a
		Resident Rate	\$13	\$14	\$14	n/a	

Almond Park - 5901 Almond		Rental Period	Rental	Daily Rate			
<b>Family Picnic Shelter (FPS)</b> (Covered pad, 4 tables, BBQ)	Day	Rate	\$87	\$91	\$96	n/a	M-F School Yr
		Resident Rate	\$72	\$76	\$79	n/a	no charge
<b>Sand Volleyball Court 1 &amp; 2</b> Fee per court	Day	Rate	\$15	\$16	\$17	n/a	n/a
		Resident Rate	\$13	\$14	\$14	n/a	
<b>Tennis Court 1 &amp; 2</b> Fee per court	2 Hours	Rate	\$15	\$16	\$17	n/a	n/a
		Resident Rate	\$13	\$14	\$14	n/a	

Pecan Park - 5945 Pecan		Rental Period	Rental	Daily Rate			
<b>Pickleball Court 1 &amp; 2</b> Fee per court	2 hours	Rate	\$15	\$16	\$17	n/a	n/a
		Resident Rate	\$13	\$14	\$14	n/a	
<b>Tennis Court, 1 court</b> (1 Court Available)	2 hours	Rate	\$15	\$16	\$17	n/a	n/a
		Resident Rate	\$13	\$14	\$14	n/a	

Palisades Park - 9601 Lake Natoma		Rental Period	Rental	Daily Rate			
<b>Tennis Court 1 &amp; 2</b> Fee per court	2 hours	Rate	\$15	\$16	\$17	n/a	n/a
		Resident Rate	\$13	\$14	\$14	n/a	

**Orangevale Recreation and Park District  
ORPD 2022 Preliminary**

**ATHLETIC FIELD RENTAL FEES**

**Orangevale Community Center Park  
6826 Hazel**

	Rental Period	Rental	Classification					
			Standard			Local Youth Sports Organization		
			Regular	5%	10%	Regular	5%	10%
<b>Softball Field (SBFN or SBFS)</b> No prep	Hourly	Rate	\$19	\$20	\$21	n/a		
		Resident Rate	\$15	\$16	\$17	\$15	\$16	\$17
<b>Softball Field (SBFN or SBFS)</b> No prep	Day (8am-8pm)	Rate	\$146	\$153	\$161	n/a		
		Resident Rate	\$109	\$114	\$120	\$109	\$114	\$120
<b>Soccer Field (SF)</b> No prep	Hourly	Rate	\$19	\$20	\$21	n/a		
		Resident Rate	\$15	\$16	\$17	\$14	\$15	\$15
<b>Soccer Field (SF)</b> No prep	Day (8am-8pm)	Rate	\$146	\$153	\$161	n/a		
		Resident Rate	\$109	\$114	\$120	\$109	\$114	\$120

**Orangevale Community Park  
6826 Hazel**

<b>Soccer Field (SF)</b> No prep	Hourly	Rate	\$15	\$16	\$17	No rental fee Maint fee applies
<b>Soccer Field (SF)</b> No prep	Day (8am-8pm)	Rate	\$124	\$130	\$136	No rental fee Maint fee applies

**Orangevale Youth Center Park  
6826 Hazel**

<b>Baseball Field (SF)</b> No prep	Hourly	Rate	\$15	\$16	\$17	No rental fee Maint fee applies
<b>Baseball Field (SF)</b> No prep	Monthly	Rate	n/a	No rental fee Maint fee applies		

**All Other District Parks**

	Rental Period	Rental	Standard			Local Youth Sports Organizations
<b>Athletic Fields</b> No prep	Hourly	Rate	\$15	\$16	\$17	No rental fee Maint fee applies

**San Juan Schools w/Joint Use Agreements**

	Rental Period	Rental	Standard			Local Youth Sports Organizations
<b>Athletic Fields</b> No prep	Hourly	Rate	n/a	No rental fee Maint fee applies		



**Orangevale Recreation and Park District  
ORPD 2022 Preliminary**

**SWIMMING POOL RENTAL FEES / SPECIAL EVENTS**

Orangevale Community Pool  
6826 Hazel Ave

			Classification					
			Standard		Civic/Non Profit & C/NP Youth Serving		Public Education	
Exclusive Use Pool Party	Rental Period	Rental	Use Rate					
Up to 100 guests <i>(includes lifeguards)</i>	2 hr	Rate	\$352	\$387	\$315	\$347	\$268	\$295
		Resident Rate	\$315	\$347	\$299	\$329		
Up to 100 guests <i>(includes lifeguards)</i>	3 hr	Rate	\$494	\$543	\$446	\$491	\$368	\$405
		Resident Rate	\$446	\$491	\$420	\$462		

101 to 300 guests <i>(includes lifeguards)</i>	2 hr	Rate	\$441	\$485	\$410	\$451	\$357	\$393
		Resident Rate	\$410	\$451	\$389	\$428		
101 to 300 guests <i>(includes lifeguards)</i>	3 hr	Rate	\$620	\$682	\$567	\$624	\$494	\$543
		Resident Rate	\$567	\$624	\$546	\$601		

Pool Party Place (during Public Swim)	Rental Period	Rental	Use Rate					
2 tables reserved w/ 8 per table & 10 youth admission & 1 adult	2 hr	Rate	\$75	N/C	\$75	N/C	\$75	N/C

Pool Rental - Special Use	Min Rental Period	Rental	Rate		
Pool	4 hr	Rate	\$80/hour		
Lifeguard			18/hour/lifeguard		
Utilities			actual cost for out of season use		

Special Event Rental Guidelines	Day	Guest Count	Standard			Civic/Non Profit			Civic/Non Profit Youth		
			Reg	5%	10%	Reg	5%	10%	Reg	5%	10%
The District Board of Directors has given the District Administrator or designee authorization to negotiate rates different from these guidelines based on the type of event, impact to the park, and requested services.	Day	0-50	\$182	\$191	\$200	\$152	\$160	\$167	\$152	\$160	\$167
		51-200	\$364	\$382	\$400	\$303	\$318	\$333	\$303	\$318	\$333
		201-500	\$667	\$700	\$734	\$546	\$573	\$601	\$546	\$573	\$601
		Over 500	\$1,092	\$1,147	\$1,201	\$909	\$954	\$1,000	\$909	\$954	\$1,000



**RESOLUTION # 22-02-683**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
ORANGEVALE RECREATION AND PARK DISTRICT ESTABLISHING A  
SCHEDULE OF FEES FOR USE OF PARK AND RECREATIONAL  
FACILITIES, PROGRAMS AND SERVICES**

**WHEREAS**, Public Resources Code Section 5786.1 authorizes the Orangevale Recreation and Park District (the "District") to adopt rules and regulations for the use of the District's recreational facilities, programs and services; and

**WHEREAS**, the District has enacted Ordinance No. 11-09-002 adopting Chapter 9.36 of the Sacramento County Code entitled Park Regulations, the provisions of which are applicable to the facilities of the District as provided by Section 9.36.015; and

**WHEREAS**, Ordinance No. 11-09-002 adopting Chapter 9.36 of the Sacramento County Code, Section 9:36:042 provides that the District may adopt by resolution a schedule of fees for use of the District's recreational facilities, programs and services; and

**WHEREAS**, the District has determined that the user fees set forth in Exhibit A attached hereto and incorporated herein by this reference are reasonable to cover the costs of providing said recreational facilities, programs, and services.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE ORANGEVALE RECREATION AND PARK DISTRICT AS FOLLOWS:**

1. User fees for park and recreational facilities and services provided by the District shall be charged in the amounts set forth in Exhibit A attached hereto and incorporated herein by this reference;
2. Said user fees are reasonably necessary to recover the cost of providing the facilities and services. Examples of the types of facilities and services for which fees may be charged include, but are not limited to, the following: copies of public records; parking; reservation of buildings and other facilities for exclusive use; participation in organized athletic programs and other recreational programs.
3. Exhibit A shall be amended from time to time as determined by the Board of Directors if it is determined that the user fees set forth are not in an amount reasonably necessary to recover the cost of providing the facilities and services.
4. This Resolution shall take effect upon its adoption.

**ON A MOTION** by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, the foregoing Resolution was passed and adopted by the Board of Directors of the Orangevale Recreation and Park District this 10th day of February 2022 by the following vote to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED: \_\_\_\_\_  
Chair, Board of Directors

ATTEST: \_\_\_\_\_  
Clerk of the Board

6826 Hazel Avenue  
Orangevale, CA 95662  
916-988-4373  
OVparks.com

**Exhibit A**  
**Orangevale Recreation and Park District**  
**2022 Fee Schedule**

**BUILDING/ROOM RENTAL FEES**

	Min Rental	Rental	Classification	
			Standard	Civic/Non Profit
<b>Orangevale Community Center</b> 6826 Hazel Ave				
			<i>per hour unless noted</i>	
<b>Auditorium (AUD) Mon-Thurs</b>	4 hr	Rate	\$159	\$134
		Resident Rate	\$128	\$108
Kitchen Use with Auditorium	Concurrent	Rate (Flat)	\$153	\$146
<b>Auditorium - Sporting Event M-Th</b> (no set-up & no food)	2 hr	Rate	\$80	\$67
		Resident Rate	\$63	\$53
<b>Auditorium (AUD) Friday-Sunday</b>	4 hr	Rate	\$191	\$162
		Resident Rate	\$153	\$130
Kitchen Use with Auditorium	Concurrent	Rate (Flat)	\$153	\$146
<b>Auditorium - Sporting Event Fri-Sun</b> (no set-up & no food)	2 hr	Rate	\$96	\$81
		Resident Rate	\$76	\$65

<b>Meeting Room (MR) Mon-Thur</b>	2 hr	Rate	\$87	\$74
		Resident Rate	\$68	\$59
<b>Meeting Room (MR) Fri-Sun</b>	4 hr	Rate	\$112	\$95
		Resident Rate	\$93	\$80
Kitchen Use with Meet Rm	Concurrent	Rate	\$153	\$146
<b>Meeting Room w/Aud rental</b> (if 4 hrs or less & no food service)	Concurrent w/Aud	Rate (Flat)	\$171	\$145
		Resident Rate	\$138	\$117
<b>Meeting Room w/Aud rental</b> (if over 4 hrs OR food service)	Concurrent w/Aud	Rate (Flat)	\$343	\$290
		Resident Rate	\$274	\$234

<b>Classroom (CR)</b>	2 hr	Rate (Hourly)	\$39	\$39
<b>Classroom w/Aud or MR rental</b> (no set-up & no food served)	Concurrent w/rental	Rate (Flat)	\$39	\$39
<b>Classroom w/Aud or MR rental</b> (with food served in room)	Concurrent w/rental	Rate (Flat)	\$76	\$76
<b>Classroom</b> Mon - Thur Only	1 hr	Rate	n/a	n/a

**Orangevale Activity Building**  
6818 Hazel Ave

<b>Activity Building (AB) Mon-Thur</b>	2 hr	Rate	\$87	\$74
		Resident Rate	\$68	\$59
<b>Activity Building (AB) Fri-Sun</b>	4 hr	Rate	\$112	\$95
		Resident Rate	\$93	\$80

**Youth Center**  
6745 Hazel Ave

<b>Youth Center (YC) Mon-Thur</b>	2 hr	Rate	\$51	\$44
		Resident Rate	\$41	\$35
<b>Youth Center (YC) Fri-Sun</b>	4 hr	Rate	\$51	\$44
		Resident Rate	\$41	\$35
Kitchen Use	Concurrent	Rate (Flat)	Included	Included

Note: Rentals are Hourly unless otherwise stated.



**Orangevale Recreation and Park District  
2022 Fee Schedule**

**BUILDING/ROOM RENTAL FEES**

Orangevale Community Center Park 6930 Hazel Ave		Min Rental	Rental	Classification		
				Standard	Civic/Non Profit	
<b>Building 1 (B1) Mon-Thur</b> Capacity 90 dining / 200	2 hr	Rate	\$118		\$110	
		Resident Rate	\$95		\$89	
<b>Building 1 (B1) Fri-Sun</b> Capacity 90 dining / 200	4 hr	Rate	\$149		\$139	
		Resident Rate	\$119		\$111	
<b>Building 2 (B1) Mon-Thur</b> Capacity 50 dining / 100	2 hr	Rate	\$83		\$78	
		Resident Rate	\$65		\$61	
<b>Building 2 (B1) Fri-Sun</b> Capacity 50 dining / 100	4 hr	Rate	\$107		\$100	
		Resident Rate	\$85		\$79	
Kitchen Use	<i>Concurrent</i>	Rate (Flat)	\$85		\$79	
<b>Cottage (CT) Mon-Thur</b> Capacity 40	2 hr	Rate	\$68		\$64	
		Resident Rate	\$55		\$51	
<b>Cottage (CT) Fri-Sun</b> Capacity 40	4 hr	Rate	\$99		\$93	
		Resident Rate	\$79		\$74	
Kitchenette Use	<i>Concurrent</i>	Rate (Flat)	Included		Included	

**Orangevale Recreation and Park District  
2022 Fee Schedule**

**PICNIC/OUTDOOR FACILITY RENTAL FEES**

Orangevale Community Park 7301 Filbert		Classification			
		Standard	Civic/Non Profit	Public Education	
Rental Period	Rental	Daily Rate			
<b>Family Picnic Shelter (FPS)</b> (Covered pad, 4 tables, BBQ)	Day	Rate	\$87	n/a	M-F School Yr
		Resident Rate	\$72	n/a	no charge
<b>Group Picnic Shelter (GPS)</b> (Covered pad, 12 tables, BBQ)	Day	Rate	\$263	n/a	M-F School Yr
		Resident Rate	\$218	n/a	no charge
<b>Pavilion (PAV)</b> (Covered pad, Band Stand, Dance Area, BBQ - 6 tables)	Day	Rate	\$174	n/a	n/a
		Resident Rate	\$146	n/a	n/a
<b>Horse Arena</b> Use of Arena, Warm-up, Stands, Ann. Booth. No services/no prep.	Day	Rate	\$276	\$218	n/a
		Resident Rate	\$229	\$182	n/a
<b>Stone Amphitheater</b> Staging and seating. No electricity or water available.	Day	Rate	\$87	no charge	no charge
		Resident Rate	\$72	no charge	no charge
<b>Tennis Court 1 court</b> Fee per court	2 hours	Rate	\$16	n/a	n/a
		Resident Rate	\$14	n/a	
<b>Pickleball Courts 1&amp;2</b> Fee per court	2 hours	Rate	\$16	n/a	n/a
		Resident Rate	\$14	n/a	

Almond Park - 5901 Almond		Rental Period	Rental	Daily Rate		
<b>Family Picnic Shelter (FPS)</b> (Covered pad, 4 tables, BBQ)	Day	Rate	\$87	n/a	M-F School Yr	
		Resident Rate	\$72	n/a		no charge
<b>Sand Volleyball Court 1 &amp; 2</b> Fee per court	Day	Rate	\$16	n/a	n/a	
		Resident Rate	\$14	n/a		
<b>Tennis Court 1 &amp; 2</b> Fee per court	2 Hours	Rate	\$16	n/a	n/a	
		Resident Rate	\$14	n/a		

Pecan Park - 5945 Pecan		Rental Period	Rental	Daily Rate		
<b>Pickleball Court 1 &amp; 2</b> Fee per court	2 hours	Rate	\$16	n/a	n/a	
		Resident Rate	\$14	n/a		
<b>Tennis Court, 1 court</b> (1 Court Available)	2 hours	Rate	\$16	n/a	n/a	
		Resident Rate	\$14	n/a		

Palisades Park - 9601 Lake Natoma		Rental Period	Rental	Daily Rate		
<b>Tennis Court 1 &amp; 2</b> Fee per court	2 hours	Rate	\$16	n/a	n/a	
		Resident Rate	\$14	n/a		

**Orangevale Recreation and Park District  
2022 Fee Schedule**

**ATHLETIC FIELD RENTAL FEES**

**Orangevale Community Center Park  
6826 Hazel**

	Rental Period	Rental	Classification	
			Standard	Local Youth Sports Organization
<b>Softball Field (SBFN or SBFS)</b> No prep	Hourly	Rate	\$20	n/a
		Resident Rate	\$16	\$15
<b>Softball Field (SBFN or SBFS)</b> No prep	Day (8am-8pm)	Rate	\$153	n/a
		Resident Rate	\$114	\$109
<b>Soccer Field (SF)</b> No prep	Hourly	Rate	\$20	n/a
		Resident Rate	\$16	\$14
<b>Soccer Field (SF)</b> No prep	Day (8am-8pm)	Rate	\$153	n/a
		Resident Rate	\$114	\$109

**Orangevale Community Park  
6826 Hazel**

<b>Soccer Field (SF)</b> No prep	Hourly	Rate	\$16	No rental fee Maint fee applies
<b>Soccer Field (SF)</b> No prep	Day (8am-8pm)	Rate	\$130	No rental fee Maint fee applies

**Orangevale Youth Center Park  
6826 Hazel**

<b>Baseball Field (SF)</b> No prep	Hourly	Rate	\$16	No rental fee Maint fee applies
<b>Baseball Field (SF)</b> No prep	Monthly	Rate	n/a	No rental fee Maint fee applies

**All Other District Parks**

	Rental Period	Rental	Standard	Local Youth Sports Organizations
<b>Athletic Fields</b> No prep	Hourly	Rate	16	No rental fee Maint fee applies

**San Juan Schools w/Joint Use Agreements**

	Rental Period	Rental	Standard	Local Youth Sports Organizations
<b>Athletic Fields</b> No prep	Hourly	Rate	n/a	No rental fee Maint fee applies

**Orangevale Recreation and Park District  
2022 Fee Schedule**

**SWIMMING POOL RENTAL FEES / SPECIAL EVENTS**

**Orangevale Community Pool  
6826 Hazel Ave**

Classification		
Standard	Civic/Non Profit	Public Education

Exclusive Use Pool Party	Rental Period	Rental	Use Rate		
<b>Up to 100 guests</b> <i>(includes lifeguards)</i>	2 hr	Rate	\$387	\$347	\$295
		Resident Rate	\$347	\$329	
<b>Up to 100 guests</b> <i>(includes lifeguards)</i>	3 hr	Rate	\$543	\$491	\$405
		Resident Rate	\$491	\$462	

<b>101 to 300 guests</b> <i>(includes lifeguards)</i>	2 hr	Rate	\$485	\$451	\$393
		Resident Rate	\$451	\$428	
<b>101 to 300 guests</b> <i>(includes lifeguards)</i>	3 hr	Rate	\$682	\$624	\$543
		Resident Rate	\$624	\$601	

Pool Party Place (during Public Swim)	Rental Period	Rental	Use Rate					
<b>2 tables reserved w/ 8 per table &amp; 10 youth admission &amp; 1 adult</b>	2 hr	Rate	\$75	N/C	\$75	N/C	\$75	N/C

Pool Rental - Special Use	Min Rental Period	Rental	Rate
<b>Pool</b>	4 hr	Rate	\$80/hour
<b>Lifeguard</b>			18/hour/lifeguard
<b>Utilities</b>			actual cost for out of season use

		Standard	Civic/Non Profit	
<b>Special Event Rental Guidelines</b>	Day	0-50	\$191	\$160
		51-200	\$382	\$318
		201-500	\$700	\$573
		Over 500	\$1,147	\$954
The District Board of Directors has given the District Administrator or designee authorization to negotiate rates different from these guidelines based on the type of event, impact to the park, and requested services.				

**Orangevale Recreation and Park District  
2022 Fee Schedule**

**SERVICE FEES**

<b>Staffing Charges - District</b>	<b>Minimum Hours</b>	<b>Billable Hourly Rate</b>
Facility Host	2	\$21
Lifeguard	2	\$17
Custodian/Maintenance Worker	2	\$36
Overtime	-	1.5 x the listed rate

**Security - Contracted**

Security Guard	4	\$37/hr per guard
Park Police	2	\$60/hr per officer

**Field and Maintenance Services**

Softball Field Water, Drag, & Line	-	\$60/per field
Field Striping	-	\$70/per field
Arena Rototill	-	\$60/per

<b>Field Maintenance Offset Fee</b>	<b>Rental Period</b>	<b>Local Youth Sport Organizations</b>
Athletic Fields	monthly	\$125/per field

**Utility Services**

Electricity - Indoor	Special Use/Event	\$15/outlet
Electricity - Outdoor	Special Use/Event	\$100/day
Electricity - Outdoor	OVCP Pavilion	\$50/day
Bin for Trash	Special Use/Event	direct cost
Water Access	Special Use/Event	negotiated

<b>Additional Charges</b>	<b>Standard</b>	<b>Civic Non Profit Public Education Local Youth Sports Local Government</b>
Copy Fee	\$0.25/page	\$0.25/page
Electronic Reader Board Message	\$40 per message	\$20 per Message
Outdoor Alcohol Permit	\$50	-
Room Set-up/Clean-up Fee	n/a	\$50
Organic Material Violation Fee	\$155	\$155

**Orangevale Recreation and Park District  
2022 Fee Schedule**

**RENTAL DEPOSIT FEES / EQUIPMENT FEES**

**Indoor Facilities**

Facility	Type of Deposit	# of Guests	No Alcohol	w/Alcohol	Youth Orient w/Alcohol
Orangevale Community Ctr Entire Building	Cleaning/Damage	<i>room capacity</i>	\$600	\$700	\$900
Orangevale Community Ctr Auditorium	Cleaning/Damage	<i>room capacity</i>	\$300	\$400	\$500
Orangevale Community Ctr Meeting Room	Cleaning/Damage	<i>room capacity</i>	\$200	\$300	\$400
Orangevale Community Ctr Classroom	Cleaning/Damage	<i>room capacity</i>	\$100	\$200	\$300
Activity Building	Cleaning/Damage	<i>room capacity</i>	\$200	\$300	\$400
Orangevale Youth Ctr	Cleaning/Damage	<i>room capacity</i>	\$200	\$300	\$400
Building 1	Cleaning/Damage	<i>room capacity</i>	\$200	\$300	\$400
Building 2	Cleaning/Damage	<i>room capacity</i>	\$200	\$300	\$400
Cottage	Cleaning/Damage	<i>room capacity</i>	\$200	\$300	\$400

**Outdoor Facilities**

Facility	Type of Deposit	# of Guests	No Alcohol	w/Alcohol
Orangevale Community Park Amphitheater	Cleaning/Damage	<i>facility capacity</i>	\$100	\$200
All District Parks	Special Use/Event	<i>per contract</i>	\$500	\$500

**District Equipment**

Type of Equipment	Damage/Security Deposit	Rental Fee (flat)
Softball Bases	\$50/set	n/a
Horseshoes (set of 4)	\$40	\$5
Corn Hole Bags (set of 8)	\$20	\$5
Gaga Ball (1)	\$15	\$5
Misc Equipment	\$100	varies
Projector	\$100	\$30
16 Foot Movie Screen	\$100	\$30
Portable Speaker w/ Mic	\$100	\$20
Coffee Pot	\$100	\$5
Coffee Pot w/ Coffee	\$100	\$15

# STAFF REPORT



DATE: February 10, 2022

TO: Board of Directors

FROM: Barry Ross, District Administrator

**SUBJECT: CONSIDER APPROVING A POLICY THAT MAKES IT CONDITIONAL THAT ANY APPLICANTS FOR NEW EMPLOYMENT OR VOLUNTEER POSITIONS WITH THE DISTRICT MUST BE FULLY VACCINATED AGAINST COVID-19 BEFORE BEING HIRED AND BEGINNING WORK**

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## **RECOMMENDATION**

Consider approving a policy that makes it conditional that any applicants for new employment or volunteer opportunities with the District must be fully vaccinated against COVID-19 before being hired (employees) and beginning work (employees and volunteers).

## **BACKGROUND**

In an effort to provide a healthy work environment for its staff, and a safe and healthy play environment for its guests, the District wishes to follow the best guidance provided by the top public health agencies (i.e. CDC, CDPH, Sacramento County Health Officer) against the spread of COVID-19. Being fully vaccinated is clearly identified as the most effective way to prevent the transmission and limit COVID-19 hospitalizations and deaths.

Though similar policies are not yet common in the Sacramento area, one is in effect with the City of Sacramento. Attached is a policy from Pleasant Hill Recreation and Park District. Staff recommends a similar policy that is updated and pertains only to newly hired staff. Note that there are medical and religious exemptions to the policy, and we would be required to follow the standards set by the Fair Housing & Employment Act (FHEA).

There is some concern among staff that some prospective applicants would choose not to apply because of this. The other thought is that additional applicants would feel better about applying. The net difference is expected to be negligible.

## **RECOMMENDED MOTION**

I move we direct staff to create a policy that makes it conditional that any applicants for new employment or volunteer opportunities with the District must be fully vaccinated against COVID-19 before being hired (employees) and beginning work (employees and volunteers). The draft policy must be reviewed and approved by CAPRI and legal counsel before being fully implemented by the District.



## COVID-19 VACCINATION AS CONDITION OF EMPLOYMENT POLICY

### **PURPOSE:**

Pleasant Hill Recreation and Park District has a duty to provide a safe and healthy workplace, consistent with COVID-19 public health guidance and legal requirements, to protect its employees and the public as services have reopened and employees returned to workplaces. According to the Centers for Disease Control (CDC), the California Department of Public Health (CDPH), and Contra Costa County's Health Officer, COVID-19 continues to pose a risk, especially to individuals who are not fully vaccinated. Therefore, certain safety measures are necessary to protect against COVID-19 cases and deaths.

On August 23, 2021, the Federal Food & Drug Administration (FDA), granted full approval to the Pfizer-BioNTech COVID-19 vaccine for people sixteen (16) and older.

Vaccination is the most effective way to prevent transmission and limit COVID-19 hospitalizations and deaths. Unvaccinated employees, interns, and volunteers are at greater risk of contracting and spreading COVID-19 within the workplace and District facilities, as well as to the public that utilizes District services and facilities especially those most vulnerable populations that cannot yet be vaccinated.

To best protect its employees and others in District facilities and utilizing District services, all employees must, as a condition of employment:

- (1) No later than November 1, 2021, receive their first dose of a COVID-19 vaccine or only shot in a single shot series; and
- (2) provide visual proof of their vaccination status to the District no later than November 1, 2021.
- (3) No later than November 30, 2021, receive their final dose in a two-shot series of a COVID-19 vaccine and provide proof of their final vaccination status to the District no later than December 1, 2021.

### **POLICY:**

#### Definition of "Employees"

For the purposes of this vaccine requirement only, the term "employees" includes all full, part-time, and as-needed employees of the District as well as volunteers, and interns that work on-site at District facilities or parks.

### **VACCINE REQUIREMENT:**

All employees must receive their first shot in a single-shot series or in a two-shot series no later than November 1, 2021. Final shots in a two-shot series must be received by November 30, 2021.



## **EXEMPTIONS:**

A medical or religious exemption from the vaccination requirements may only be granted if:

### **For Medical Reasons:**

The employee must provide a written statement signed by their licensed physician, licensed nurse practitioner, or other licensed medical professional acting under the license of a physician stating that the individual qualifies for the exemption (but the statement should not describe the underlying medical condition or disability) and indicating the probable duration of the worker's inability to receive the vaccine (or if the duration is unknown or permanent, so indicate).

### **For Religious Reasons:**

The employee holds a sincere religious belief, practice, or observance that is contrary to the practice of vaccination, and the employee provides written documentation and information to support an exemption.

Requests for medical and religious exemptions will be processed by the District's Human Resources Manager and maintained as confidential medical information. Requests for an exemption as a reasonable accommodation for a medical or religious reason will be determined on an individualized case-by-case basis.

The District will engage in an interactive process to determine if it can provide a reasonable accommodation that does not create an undue hardship for the District and does not pose a direct threat to the health and safety of others or the employee.

## **REPORTING REQUIREMENT:**

Employees must provide proof of vaccination to the Human Resources Department by November 1, 2021, which will be maintained in a confidential medical file. Access to employee's vaccination status is strictly limited only on a need-to-know basis, for the purposes of enforcing testing, masking, quarantining in the event of a close contact, and other safety requirements.

All employees must have received their first dose of a COVID-19 vaccine as a condition of employment by November 1, 2021, unless they have been approved for an exemption from the vaccination requirement as a reasonable accommodation for a medical condition or restriction or sincerely-held religious belief. All employees must have received their final dose of a COVID-19 vaccine as a condition of employment by November 30, 2021.

Employees on an approved leave of absence as of October 1, 2021, must comply with the requirements of this Policy prior to returning to work. Failure to comply with the requirements of this policy will result in discipline up to and including termination of employment.

## **POLICY UPDATES:**

This policy is subject to revision as needed to respond to changes and developments in the COVID-19 pandemic and federal, state, and local guidance.

# STAFF REPORT



DATE: 2-10-22

TO: Board of Directors

FROM: Barry Ross, District Administrator

**SUBJECT: BOARD DIRECTOR ASSIGNMENTS TO EACH OF THE SEVEN  
STANDING COMMITTEES FOR CALENDAR YEAR 2022**

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## **RECOMMENDATION**

Finalize and approve the Board Director assignments to each of the seven standing committees for calendar year 2022 as presented or make final adjustments as agreed upon at this meeting.

## **BACKGROUND**

Board committees are up for reassignment each calendar year. Late into our Jan. 13 board meeting, the board felt agreeable to retain the committee assignments held from 2021. As Board Chairperson, Director Stickney has since requested the following committee changes:

1. Director Stickney would move to the Recreation Committee in place of Director Meraz
2. Director Meraz would move to the Maintenance/Operations Committee in place of Director Stickney
3. Director Stickney would move to the Government Committee in place of Director Brunberg
4. Director Stickney would now have three committee assignments, and Director Brunberg would have two committee assignments
5. The vice-chairs for the 2021 committees would move into the chair role for the 2022 committees.

## **MOTION TO CONSIDER**

I move that we approve the provided Committee Assignments for calendar year 2022, with two named board members for each designated committee, including an assigned Committee Chairperson.

## Orangevale Recreation and Park District Committee Assignments

(First Director listed is designated as the Committee Chair)

<u>Committees</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Admin./Finance (Budget)	Sharon Brunberg, Mike Stickney	Sharon Brunberg, Mike Stickney	Mike Stickney, Sharon Brunberg
Maint./Operations	Erica Swenson, Mike Stickney	Mike Stickney, Erica Swenson	Erica Swenson, Mike Stickney
Recreation	Manie Meraz, Erica Swenson	Erica Swenson, Manie Meraz	Lisa Montes, Erica Swenson
Personnel/Policy	Lisa Montes, Sharon Brunberg	Lisa Montes, Sharon Brunberg	Lisa Montes, Sharon Brunberg
Planning	Mike Stickney, Lisa Montes	Mike Stickney, Lisa Montes	Mike Stickney, Manie Meraz
Government	Lisa Montes, Manie Meraz	Lisa Montes, Manie Meraz	Manie Meraz, Lisa Montes
Trails	Sharon Brunberg, Manie Meraz	Manie Meraz, Sharon Brunberg	Sharon Brunberg, Manie Meraz
<u>Committees</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Admin./Finance (Budget)	Sharon Brunberg, Mike Stickney	Sharon Brunberg, Erica Swenson	Erica Swenson, Sharon Brunberg
Maint./Operations	Mike Stickney, Erica Swenson	Mike Stickney, Erica Swenson	Manie Meraz, Erica Swanson
Recreation	Erica Swenson, Lisa Montes	Lisa Montes, Manie Meraz	Mike Stickney, Lisa Montes
Personnel/Policy	Sharon Brunberg, Lisa Montes	Lisa Montes, Manie Meraz	Manie Meraz, Lisa Montes
Planning	Manie Meraz, Mike Stickney	Mike Stickney, Lisa Montes	Lisa Montes, Mike Stickney
Government	Lisa Montes, Manie Meraz	Manie Meraz, Sharon Brunberg	Manie Meraz, Mike Stickney
Trails	Sharon Brunberg, Manie Meraz	Sharon Brunberg, Erica Swenson	Erica Swenson, Sharon Brunberg