

**ORANGEVALE RECREATION & PARK DISTRICT
BOARD OF DIRECTORS MEETING
THURSDAY, MARCH 9, 2017
6:30 p.m.**

**LOCATION:
6826 Hazel Ave.
Orangevale, CA 95662**

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

1. **CALL TO ORDER**
2. **ROLL**
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF AGENDA**
5. **PUBLIC DISCUSSION**

Any person may address the board upon any subject within the jurisdiction of the Orangevale Recreation & Park District with each speaker being limited to three minutes. However, the Chairperson can impose reasonable limitations to the maximum time per person and per agenda item to allow the Board to complete its business. Any matter that requires action will be referred to staff or committee for a report and action at a subsequent meeting.
6. **MINUTES**
 - a. Approval of minutes of February 9, 2017 special meeting (pg 1)
 - b. Approval of minutes of February 9, 2017 meeting (pg 2-7)
 - c. Approval of minutes of February 23, 2017 special meeting (pg 8)
7. **CORRESPONDENCE**
 - a. Confidential envelope – Attorney billing December 2016
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 2017 (pg 9)
 - b. Budget Status Report for January 2017 (pg 10-12)
 - c. Revenue Report for January 2017 (pg 13)
- 8.2 **OLLAD CONSENT MATTERS**
 - a. Ratification of Claims for January 2017 (pg 14)
 - b. Budget Status Report for January 2017 (pg 15-16)
- 8.3 **KENNETH GROVE CONSENT MATTERS**
 - a. Ratification of Claims for January 2017 (pg 17)
 - b. Budget Status Report for January 2017 (pg 18)

9. **STANDING COMMITTEE REPORTS**

- a. Administration & Finance
- b. Maintenance & Operation
- c. Recreation Committee
- d. Personnel & Policy
- e. Government
- f. Planning Committee
- g. Trails Committee

10. **ADMINISTRATOR'S REPORT**

- a. Monthly Activity Report – February 2017 (pg 19-21)

11. **UNFINISHED BUSINESS**

12. **NEW BUSINESS**

- a. Approval of the Orangevale Recreation & Park District Fiscal Audit 2015/16 (pg 22-53)
- b. Discussion and Possible Action on the Turning Point Crisis Center Project (pg 54)
- c. Approval of Resolution 17-03-566, 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 55)
- d. Approval of Resolution 17-03-567, 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 56)
- e. Approval of the Agreement with the Chamber of Commerce to hold the Pow Wow Days event in Orangevale Community Park on June 1-4, 2017 (pg 57-71)
- f. Approval of Agreement with Entravision – 101.9 The Wolf managed by AEMG, INC. to hold WOLF FEST 2017 Music Festival Special Event in Orangevale Community Park on July 15, 2017 (pg 72-86)

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

14. **ITEMS FOR NEXT AGENDA**

15. **ADJOURNMENT**

NOTICE:

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

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

Directors can be reached at: director@ovparks.com

Manie Meraz

Mike Stickney

Tim Anderson

Sharon Brunberg

Lisa Montes

ORANGEVALE RECREATION & PARK DISTRICT

Minutes of the Special Meeting of Board of Directors February 9, 2017

A Special Meeting of the Board of Directors of the Orangevale Recreation & Park District was held on Thursday, February 9, 2017 at the District Office. Director Stickney called the meeting to order at 4:30 p.m.

Directors present: Meraz, Brunberg, Anderson, Stickney, Montes
Directors absent: None
Staff present: Greg Foell, District Administrator
Scott Russell, Park Superintendent
Jennifer Von Aesch, Finance/HR Manager

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was not conducted.
4. **APPROVAL OF AGENDA** Upon a motion by Director Brunberg, seconded by Director Montes, the agenda was approved 5-0-0 with Meraz, Brunberg, Stickney, Montes, and Anderson Ayes. There were no Abstentions or Nays.
MOTION #1
5. **PUBLIC DISCUSSION** There was no public discussion.
6. **NEW BUSINESS** a) Presentation and Discussion regarding Special District Governance, The Brown Act, and the Public Records Act (Conducted by Vicki Hartigan from McMurchie Law): Attorney Hartigan presented information on District Governance, The Brown Act, and the Public Records Act. Some of the topics included roles of staff and Board, establishing policy, transparency, public input, provisions of The Brown Act and Public Records Act.
7. **DIRECTOR AND STAFF COMMENTS** No items were discussed.
8. **ITEMS FOR NEXT AGENDA** No items were discussed.
9. **ADJOURNMENT** With no further business to discuss, the special meeting of the Board of Directors was adjourned at 5:50 p.m. On a motion by Director Brunberg, seconded by Director Stickney, the motion passed 5-0-0 with Directors Brunberg, Anderson, Stickney, Meraz, and Montes voting Aye. There were no Abstentions or Nays.
MOTION #2

Michael Stickney, Chairperson

ORANGEVALE RECREATION & PARK DISTRICT

Minutes of Meeting of Board of Directors February 9, 2017

A Regular Meeting of the Board of Directors of the Orangevale Recreation & Park District was held on Thursday, February 9, 2017 at the District Office. Director Stickney called the meeting to order at 6:33 p.m.

Directors present: Stickney, Meraz, Brunberg, Anderson, Montes
Staff present: Greg Foell, District Administrator
Scott Russell, Park Superintendent
Jennifer Von Aesch, Finance/HR Manager
Jason Bain, Recreation Supervisor
Melyssa Woodford, Administrative Services Coordinator

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

4. **APPROVAL OF AGENDA** On a motion by Director Brunberg, seconded by Director Meraz, the agenda was approved 5-0-0 with Directors Meraz, Brunberg, Stickney, Anderson, and Montes voting Aye. There were no Abstentions or Nays.
MOTION #1

5. **PUBLIC DISCUSSION** Antonio Damiano spoke to the Board regarding a proposed 15 bed mental crisis facility. He felt this facility would affect the safety of the children going in and out of the nearby park due to the possible criminal backgrounds of the patients. He has seen homeless people and individuals using drugs in the park and near the high school in the morning. He felt this was the wrong location for this facility. He noted that it would require a special use permit and felt that the Board may have a say in the decision. No schools were notified of this facility because it was 518 feet away, which was over the 500 feet required. Mr. Damiano also felt more residents in the area should be notified.

Ericka Hann also spoke to the Board about the proposed mental crisis facility. She noted that they started a website to address this issue and weekly meetings were being held. She also noted that several homeless people have been seen in and near the park which several residents have reported to her. The patients in this proposed facility will be Medi-Cal patients that have been discharged from the ER. The Board members agreed to put this item on the agenda for the March 9, 2017 meeting. Director Montes also recommended that they reach out to Assemblyman Kiley.

6. **MINUTES** a) Approval of Minutes of January 19, 2017 Meeting (pg 1-6): On a motion by Director Brunberg, seconded by Director Meraz, the minutes were approved 3-0-2 with Directors Meraz, Brunberg, and
MOTION #2

Stickney voting Aye and Directors Anderson and Montes Abstaining. There were no Nays.

7. CORRESPONDENCE

MOTION #3

- a) Confidential Envelope – Attorney Billing November 2016: On a motion by Director Montes, seconded by Director Brunberg, the motion passed 5-0-0 with Directors Meraz, Brunberg, and Stickney, Anderson, and Montes voting Aye. There were no Abstentions or Nays.
- b) Discussion and Potential Action Regarding Seven Agenda Requests from Terry Benedict (pg 7-23):
1. Request to Discuss and Debate Why There is no History of Orangevale Recreation and Park District Publicly Posted Anywhere on the District's Internet Website, OVParks.com.
 2. Request to Discuss and Debate Why my Constitutional Rights are Being Violated by the Board's Employee, Greg Foell.
 3. Request to Discuss and Debate the District Administrator, Greg Foell's, Written Decision to ban me (Terry Benedict) from Orangevale Community Center Park During Office Hours.
 4. Request to Discuss and Debate Final 9 Sports Utilizing Over-Flow Parking in Violation of CEQA Documents, Initial Study and Negative Declaration Publicly Approved by the District's Board of Directors on October 10, 2002.
 5. Request to Discuss and Debate Final 9 Sports Operating as a Mini-Market without CEQA Review and Approval, and Without the Boards Approval.
 6. Request to Discuss and Debate the Dollar Amount the Board's employee, Greg Foell, Charges for Copies of Public Records.
 7. Petition for Redress of Grievances Concerns Six (6) Written Agenda Items I request (December 23, 2016) to be put on the Board's Agenda for the January 2017 Regular Board of Directors Meeting.

Admin. Foell provided a letter of response for each of these items.

- c) Discussion and Potential Action Regarding Six Agenda Requests from Terry Benedict (pg 24-31):
1. I Request that the District's Board of Directors Publicly Discuss and Debate the District's Elected Board of Directors Have Never Required (54952.7) Directors to Receive a Copy of the Ralph M. Brown Act.
 2. I Request that the District's Board of Directors Publicly Discuss and Debate the District's Internet Website is Technologically Inadequate.
 3. I Request that the District's Board of Directors Publicly Discuss and Debate the District's Internet Website Lacks a Downloadable Public Records Request Form.
 4. I Request that the District's Board of Directors Publicly

- Discuss and Debate the District's Internet Website Lacks Public Information on How a District Resident can Become a Member/Director of the District's Board of Directors.
5. I Request that the District's Board of Directors Publicly Discuss and Debate the District's Internet Website Lacks Public Information Concerning the Formation/Reorganization of Orangevale Recreation and Park District.
 6. I Request that the District's Board of Directors Publicly Discuss and Debate the District's Internet Website Lacks Public Information Concerning Director's Terms of Office and When Directors Were Elected.

Admin. Foell provided a letter of response for each of these items.

8. CONSENT CALENDAR

No consent matters were discussed.

MOTION #5

8.1 CONSENT MATTERS GENERAL FUND

No report.

8.2. OLLAD CONSENT MATTERS

No report.

8.3. KENNETH GROVE CONSENT MATTERS

No report.

9. STANDING COMMITTEE REPORTS

- a) Administration and Finance: No report.
- b) Maintenance and Operation: No report.
- c) Recreation Committee: No report.
- d) Personnel & Policy: No report.
- e) Government: No report.
- f) Planning Committee: No report.
- g) Trails Committee: No report.

10. ADMINISTRATOR'S REPORT

- a) Monthly Activity Report – January 2017 (pg 32-33): Admin. Foell noted that the activity report was pretty slow due to the time of year. The building remodel has been coming along nicely. The general contractor was preparing to install the countertops and windows. Burketts will be installing the sound panels in the auditorium and the office furniture was ready to be installed once all of the rest of the office remodeling was completed. Admin. Foell estimated that the office staff will be able to move back in in

a couple weeks. Supervisor Bain said the construction will not impede on any of the upcoming events. It was also noted that the parks lost several trees during the storms. Superintendent Russell said they have been doing ongoing work to remove the trees and clean up from the storm. After being asked by Director Stickney, Admin. Foell reported that the homeless residents tend to congregate near the horse arena restrooms and so the District had been closing them. Superintendent Russell had seen individuals walking through but there were no camps set up at any of the sites. Admin. Foell announced that Brandy Kunakey was out on a leave of absence, returned, and then resigned. He commended her for her more than nine years with the District and the great work she did while she was employed.

- b) Establish a Committee and Date for a Meeting to Discuss the Disc Golf Course: Director Stickney would like to discuss the options related to the golf course. He would also like to invite Bruce and Jim to the meeting. Admin. Foell reported that a land survey proposal will be coming to the Board within a month or two as part of the Orangevale Community Park Master Plan in order to provide accurate mapping. Director Stickney would also like to have a walking tour of the course. Admin. Foell proposed a date for the ad hoc meeting on March 24th at 1:00 in order to discuss course conditions.
- c) Update on the Land Conveyance with SJUSD: Admin. Foell said this issue was slowly moving forward and it was almost ready for it to be presented to the school district's attorneys.

11. UNFINISHED BUSINESS

None discussed.

12. NEW BUSINESS

MOTION #4

- a) Presentation and Approval of the Plans, Specifications, and Informal Bid Documents for the Almond Park Shade Structure Project (pg 34-80): The Board approved the plans, specifications, and informal bid documents for the Almond Park Shade Structure Project and authorized the District Administrator to bid the project. On a motion by Director Montes, seconded by Director Brunberg, the motion passed 5-0-0 with Directors Meraz, Brunberg, and Stickney, Anderson, and Montes voting Aye. There were no Abstentions or Nays.

MOTION #5

- b) Presentation and Approval of the Plans, Specifications, and Formal Bid Documents for Orangevale Community Park Oak and Filbert Pathway Project (pg 81-159): The Board approved the plans, specifications, and formal bid documents for the Orangevale Community Park Oak and Filbert Pathway Project and directed the District Administrator to bid the project. On a motion by Director Montes, seconded by Director Brunberg, the motion passed 5-0-0 with Directors Meraz, Brunberg, and Stickney, Anderson, and Montes voting Aye. There were no Abstentions or Nays.

MOTION #6

- c) Admin. Foell reported that the District currently has two vacant positions, and so he proposed the discussion of the reorganization of the District. He proposed the need for a strong recreational staff. He felt that he and Ms. Von Aesch were a strong administrative team, and some of the tasks could now be shared with her. The remaining administrative tasks could be delegated to the two recreation supervisors. He felt the District had a strong need to replace the program tasks the Recreation Supervisor 2 was doing with the help of a recreation specialist. He also wanted to expand their programs in the future. Admin. Foell proposed that the District hire a full-time Recreation Coordinator with duties similar to the programmatic responsibilities that were formally part of the Recreation Supervisor 2's responsibilities. The District would also hire a Recreation Specialist. This would save the District approximately \$28,000 a year plus benefits. After a few months, the District could discuss hiring an additional Recreation Coordinator in the Recreation Division. This would equate to four full-time recreation employees. Director Brunberg asked how this would affect the long-term master plan goals. Director Stickney discussed possibly saving this decision until next fiscal year. Devon was a swim coach who had worked for the District for over 10 years, who also held a Bachelor of Science from Sac State. He was a certified coach and lifeguard with a CPR certification. He had started several District programs that had been very successful. Admin. Foell recommended that Devon be promoted to a Recreation Coordinator and be under the supervision of Supervisor Bain. The Personnel Committee will look at the other positions and which ones should be filled as part of the fiscal budget process. Director Montes had some reservations about this decision, and Director Stickney wanted to make the best financial decision. Director Brunberg expressed that she wanted to make sure this change would help accomplish the master plan goals. Director Anderson asked about the possibility of posting the open position to see if there were other qualified candidates. Admin. Foell expressed that he wanted to give Devon this opportunity to allow him to stay with the District because Devon had already received and accepted another job opportunity. Director Stickney added that this may be a good decision due to the busy season that was quickly approaching. Admin. Foell felt that Devon had definitely proven himself to the District. The Board approved the motion to fill the vacant recreation staff position per discussion from the District Administrator. Admin. Foell noted that if Devon did not accept the offer, he will post the open position immediately. On a motion by Director Brunberg, seconded by Director Stickney, the motion passed 4-0-1 with Directors Meraz, Brunberg, and Stickney, and Anderson voting Aye and Director Montes Abstaining. There were no Nays.

13. DIRECTOR AND STAFF COMMENTS

Coordinator Woodford said they were currently working on the summer recreation guide.

Supervisor Bain had been very busy and was getting ready for swim season. He had already anticipated Devon leaving the District and had been working on finding a replacement coach.

Ms. Von Aesch stated that the District audit was recently completed and that Larry Bain will be presenting the audit at the March meeting. She also reminded the Board members to complete the Form 700 by April 1st.

Superintendent Russell noted the amount of rain the area had received recently. He discovered some leftover wildflower seeds and planted them along the Community Center frontage on Hazel Avenue.

Director Montes was excited that the District was a contender for two categories of the Best of Orangevale. She was hoping that the District will be awarded at the March 3rd award banquet at the Grange. Local assemblymen will be in attendance.

Director Anderson was happy to be back in attendance at the meetings.

**14. ITEMS FOR NEXT
AGENDA**

None discussed.

15. CLOSED SESSION

- a) Closed Session Pursuant to Government Code Section 54957
Public Employee Performance Evaluation: District Administrator:
Upon coming back into open session, Director Stickney announced that no action was taken.

16. ADJOURNMENT

MOTION #7

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 8:15 p.m. On a motion by Director Brunberg, seconded by Director Stickney, the motion passed 5-0-0 with Directors Brunberg, Stickney, Meraz, Anderson, and Montes voting Aye. There were no Abstentions or Nays.

Mike Stickney, Chairperson

ORANGEVALE RECREATION & PARK DISTRICT

Minutes of the Special Meeting of Board of Directors February 23, 2017

A Special Meeting of the Board of Directors of the Orangevale Recreation & Park District was held on Thursday, February 23, 2017 at the District Office. Director Brunberg called the meeting to order at 6:10 p.m.

Directors present: Meraz, Brunberg, Montes
Directors absent: Stickney, Anderson
Staff present: Greg Foell, District Administrator

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was not conducted.
4. **APPROVAL OF AGENDA** Upon a motion by Director Montes, seconded by Director Meraz, the agenda was approved 3-0-0 with Meraz, Brunberg, and Montes Ayes. There were no Nays or Abstentions. Directors Stickney and Anderson were Absent.
MOTION #1
5. **PUBLIC DISCUSSION** There was no public discussion.
6. **NEW BUSINESS**
 - a) Approve the low bid for Aerial Surveying and Mapping Services from TSD Engineering, Inc. for the Orangevale Community Park Master Plan Survey in the amount of \$8,800. Admin. Foell summarized the item and stated the importance of proceeding with the surveying of the Orangevale Community Park before the leaf canopy emerges in preparation for the park master plan. Director Brunberg motioned to approve the low bid for aerial surveying and mapping services from TSD Engineering, Inc. for the Orangevale Community Park Master Plan survey in the amount of \$8,800 and to authorize the District Administrator to execute the contract documents. Director Montes seconded the motion and the motion was passed by a 3-0 roll call vote with Directors Brunberg, Montes, and Meraz voting Aye. There were no Nays. Directors Stickney and Anderson were Absent.
MOTION #2
7. **DIRECTOR AND STAFF COMMENTS** No items were discussed.
8. **ITEMS FOR NEXT AGENDA** No items were discussed.
9. **ADJOURNMENT** With no further business to discuss, the special meeting of the Board of Directors was adjourned at 6:20 p.m. On a motion by Director Brunberg, seconded by Director Montes, the motion passed 3-0-0 with Directors Brunberg, Meraz, and Montes voting Aye. There were no Abstentions or Nays. Directors Anderson and Stickney were Absent.
MOTION #3

Sharon Brunberg, Acting Chairperson

GENERAL FUND EXPENDITURES
FOR THE MONTH ENDING
JANUARY 31, 2017

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1905621986	20202900	US BANK CORPORATE PAYMENT	Business/Conference Expense	2,203.00
				828.00
1905616094	20203500	SCOTT WADE	Education/Training	1,150.00
1905621986	20203500	US BANK CORPORATE PAYMENT	Education/Training Service	1,978.00
				359.96
1905621986	20203800	US BANK CORPORATE PAYMENT	Employee Recognition	359.96
				19,328.50
1905616880	20205100	CALIF ASSOC FOR PARK & RE	Insurance Liability	19,328.50
				107.40
1905616846	20205500	HUB INTERNATIONAL INSURAN	Insurance Long Term	369.04
1905616847	20205500	HUB INTERNATIONAL INSURAN	Insurance Long Term	307.76
1905616848	20205500	HUB INTERNATIONAL INSURAN	Insurance Long Term	784.20
				145.00
1905621986	20206100	US BANK CORPORATE PAYMENT	Membership Dues	145.00
				122.25
1905621986	20207600	US BANK CORPORATE PAYMENT	Office Supplies	122.25
				188.00
1905621986	20208102	US BANK CORPORATE PAYMENT	Stamps	188.00
				30.00
1905616081	20219700	NEXTEL OF CALIFORNIA INC	Telephone	105.44
1905616082	20219700	AT&T	Telephone	528.25
1905616877	20219700	COMCAST	Telephone	18.98
1905621989	20219700	AT&T	Telephone	682.67
				8,492.64
109053356	20250700	1 of 2 Property Tax 2016/2017	SB 2557 1st INST ORANGEVALE PARK	8,492.64
				113.00
1905611934	20256200	DESIREE BROWN	Transcribing Service	113.00
				500.00
1905619254	20259101	ROBERT E PORTER	Computer Consulting	500.00
				264.60
1905619254	20281201	ROBERT E PORTER	PC Hardware	264.60
				34.95
1905621986	20281202	US BANK CORPORATE PAYMENT	Software	34.95
1905621986	20281202	US BANK CORPORATE PAYMENT	Accrue Tax	2.80
				37.75
				1,800.00
1905611932	20285100	DANIEL WINE	Recreation Service	1,800.00
1905616760	20285100	SAM'S CLUB DIRECT CML	Recreation Service	125.00
1905619268	20285100	MICHAEL SKILLMAN	Recreation Service	1,080.00
1905619266	20285100	JOSEPH AMES	Recreation Service	400.00
1905621986	20285100	US BANK CORPORATE PAYMENT	Recreation Service	532.70
1905619273	20285100	JAY KUMAR	Recreation Service	400.00
1905619269	20285100	JARED KING	Recreation Service	765.00
1905619272	20285100	MICHAEL JONES	Recreation Service	400.00
				5,502.70
				185.67
1905616076	20285200	WAL-MART STORES INC	Recreation Supplies	185.67
1905616760	20285200	SAM'S CLUB DIRECT CML	Recreation Supplies	41.45
1905621986	20285200	US BANK CORPORATE PAYMENT	Recreation Supply	542.11
1905621986	20285200	US BANK CORPORATE PAYMENT	Accrue Tax	1.91
				771.14
				40.00
1905619256	20289900	ABSOLUTE SECURED SHREDDIN	Other Operating Exp Service	40.00
				367.00
1905616089	30322000	C I T TECHNOLOGY FIN SERV	Bond/Loan Redemption	367.00
				1,710.00
1905616115	42420200	JON PETERSON	Structures	1,710.00
1905619315	42420200	BURKETT'S OFFICE SUPPLY	Structures	7,605.81
				9,315.81
				15.00
1905616850	50557100	DEBRA A DAVIS	Fingerprinting	15.00
1905616852	50557100	STATE OF CALIFORNIA	Fingerprinting	32.00
				47.00

ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2016/2017
JANUARY 2017

Account Number	Expenditure Account	Budgeted 2016/2017	Current Expenditures	Expenditures to Date	Funds Available	% Left
1000	SALARIES & EMPLOYEE BENEFITS					
10111000	Salaries & Wages, Regular	755,000.00	46,345.54	351,094.66	403,905.34	53%
10112100	Salaries & Wages, Extra Help	358,000.00	10,804.39	198,065.98	159,934.02	45%
10112400	Salaries, Board members	12,000.00	400.00	3,100.00	8,900.00	74%
10121000	Retirement	185,000.00	11,617.15	89,433.86	95,566.14	52%
10122000	Social Security	80,000.00	4,273.84	41,146.37	38,853.63	49%
10123000	Group Insurance	205,000.00	13,355.89	106,841.51	98,158.49	48%
10124000	Worker's Comp. Ins	45,000.00		25,647.00	19,353.00	43%
10125000	Unemployment Insurance	25,000.00	2,892.30	9,496.58	15,503.42	62%
10128000	Health Care/Retirees	3,000.00		-	3,000.00	100%
	<i>SUB-TOTAL</i>	1,668,000.00	89,689.11	824,825.96	843,174.04	51%
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	1,500.00		1,124.42	375.58	25%
20202100	Books/Periodicals/Subscrip	750.00		-	750.00	100%
20202900	Business/Conference Expense	5,000.00	2,203.00	2,203.00	2,797.00	56%
20203500	Education/Training Serv.	5,500.00	1,978.00	3,294.97	2,205.03	40%
20203600	Education /Training Supplies	1,000.00		-	1,000.00	100%
20203700	Tuition Reimbursement	2,000.00		-	2,000.00	100%
20203800	Employee Recognition	2,000.00	359.96	394.25	1,605.75	80%
20203802	Recognition Items	500.00		-	500.00	100%
20203803	Recognition Events	500.00		-	500.00	100%
20203900	Employee Transportation	3,000.00		522.85	2,477.15	83%
20205100	Liability Insurance	38,000.00	19,328.50	38,657.00	(657.00)	-2%
20205500	Rental Insurance	4,000.00	784.20	3,688.10	311.90	8%
20206100	Membership Dues	8,000.00	145.00	3,163.00	4,837.00	60%
20207600	Office Supplies	9,500.00	122.25	3,374.36	6,125.64	64%
20207602	Signs	500.00		141.05	358.95	72%
20207603	Keys	350.00		-	350.00	100%
20208100	Postal Services	6,500.00		4,156.87	2,343.13	36%
20208102	Stamps	3,000.00	188.00	376.00	2,624.00	87%
20208500	Printing Services	24,000.00		11,424.40	12,575.60	52%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20210400	Agricultural/Horticultural Supply	1,000.00		-	1,000.00	100%
20211200	Building Maint. Supplies	1,000.00		(700.06)	1,700.06	170%
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%

Account Number	Expenditure Account	Budgeted 2016/2017	Current Expenditures	Expenditures to Date	Funds Available	% Left
20216700	Plumbing Maint. Service	400.00		-	400.00	100%
20216800	Plumbing Maint. Supplies	1,000.00		-	1,000.00	100%
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	15,500.00	682.67	4,703.83	10,796.17	70%
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		374.50	625.50	63%
20226200	Office Equip Maint Supplies	2,500.00		1,411.78	1,088.22	44%
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	6,000.00		1,906.55	4,093.45	68%
20232100	Custodial Services	2,000.00		-	2,000.00	100%
20232200	Custodial Supplies	1,000.00		353.62	646.38	65%
20250500	Accounting Services	8,000.00		-	8,000.00	100%
20250700	Assessment/Collection Service	18,000.00	8,492.64	8,492.64	9,507.36	53%
20252500	Engineering Services	6,000.00		-	6,000.00	100%
20253100	Legal Services	15,000.00		19,002.50	(4,002.50)	-27%
20256200	Transcribing Services	1,000.00	113.00	414.00	586.00	59%
20257100	Security Services	5,000.00		-	5,000.00	100%
20259100	Other Professional Services	5,000.00		7,319.49	(2,319.49)	-46%
20259101	Computer Consultants	6,000.00	500.00	1,500.00	4,500.00	75%
20281201	PC Hardware	10,000.00	264.60	804.60	9,195.40	92%
20281202	PC Software	10,000.00	37.75	452.18	9,547.82	95%
20281203	PC Supplies	1,000.00		117.69	882.31	88%
20281900	Elections	18,000.00		19,536.96	(1,536.96)	-9%
20285100	Recreational Services	180,000.00	5,502.70	83,371.50	96,628.50	54%
20285200	Recreational Supplies	40,000.00	771.14	9,019.51	30,980.49	77%
20289800	Other Operating Exp - Supplies	2,000.00		212.50	1,787.50	89%
20289900	Other Operating Exp - Services	2,000.00	40.00	138.23	1,861.77	93%
20291100	System Development Services	3,000.00		2,758.35	241.65	8%
20296200	GS Parking Charges	200.00		-	200.00	100%
	SUB-TOTAL	494,100.00	41,513.41	233,710.64	260,389.36	53%
3000	OTHER CHARGES					
30321000	Interest Expense	23,000.00		24,624.63	(1,624.63)	-7%
30322000	Bond/Loan Redemption	62,000.00	367.00	54,757.94	7,242.06	12%

Account Number	Expenditure Account	Budgeted 2016/2017	Current Expenditures	Expenditures to Date	Funds Available	% Left
30345000	Taxes/Licenses/Assess Trans	2,500.00		99.70	2,400.30	96%
	SUB-TOTAL	87,500.00	367.00	79,482.27	8,017.73	9%
4000	FIXED ASSETS					
41410100	Land	0.00		-	0.00	
42420200	Struc. & Improvements	560,000.00	9,315.81	32,925.31	527,074.69	94%
43430303	Vehicles/Equipment	0.00		-	0.00	#DIV/0!
	SUB-TOTAL	560,000.00	9,315.81	32,925.31	527,074.69	94%
5000	INTERFUND CHARGES					
50557100	Fingerprinting Service	4,000.00	47.00	833.00	3,167.00	79%
	SUB-TOTAL	4,000.00	47.00	833.00	3,167.00	79%
79790100	<i>Contingency Appropriations</i>	0.00		-	0.00	0%
	<i>Deposit into Reserves</i>	0.00		-	0.00	0%
	GRAND TOTAL	2,813,600.00	140,932.33	1,171,777.18	1,641,822.82	58%

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
REVENUE STATEMENT
FISCAL YEAR 2016/2017
JANUARY 2017**

Account Number	Revenue Account	2016/2017 Budgeted Revenue	Realized This Period	Collection YTD Balance	YTD Uncollected Balance	% Collected
91910100	Prop. Taxes - Current Secured	1,135,000	631,189.53	631,189.53	503,810.47	55.61%
91910200	Prop. Taxes - Current Unsecured	36,000	44,040.32	44,040.32	-8,040.32	122.33%
91910300	Supplemental Taxes Current	5,000	7,108.93	7,113.77	-2,113.77	142.28%
91910400	Prop. Taxes Sec. Delinquent	10,000		8,347.12	1,652.88	83.47%
91910500	Prop. Taxes Supp. Delinq.	500		1,331.51	-831.51	266.30%
91910600	Unitary Current Secured	12,000	7,520.62	7,520.62	4,479.38	62.67%
91910800	Prior Year Supple-Delinq	-		0.00	0.00	
91910900	Education Rev. Augment. Fund	-		0.00	0.00	
91911000	Prop. Tax - Sec. Delinq. Roll	-		0.00	0.00	
91912000	Prop. Tax - Sec. Redemption	-		0.00	0.00	
91913000	Prop. Tax Prior - Unsecured	1,000	176.56	528.30	471.70	52.83%
91914000	Penalty Costs - Prop. Tax	200	57.36	74.00	126.00	37.00%
91919900	Taxes - Other	-		0.00	0.00	
	SUB-TOTAL TAXES 9100	1,199,700	690,093.32	700,145.17	499,554.83	58.36%
94941000	Interest Income	4,000	932.00	2,350.00	1,650.00	58.75%
94942900	Building Rental Other	90,000	3,345.87	46,549.43	43,450.57	51.72%
94943900	Cell Tower Leases	19,600	2,611.78	19,765.70	-165.70	100.85%
94944800	Rec.Concessions Final 9	17,000	3,199.40	8,203.35	8,796.65	48.26%
94945900	Other Vending Devices	2,000		0.00	2,000.00	0.00%
94949000	Concessions - Other	-		0.00	0.00	
95952200	Homeowner Prop. Tax Relief	15,000	6,896.97	6,896.97	8,103.03	45.98%
95952900	In-Lieu Taxes	560,000		0.00	560,000.00	0.00%
95956900	State Aid - Other Misc. Programs	-		0.00	0.00	
96963313	Miscellaneous Fees	1,000		0.00	1,000.00	0.00%
96964600	Recreation Service Charges	470,000	39,871.02	220,782.14	249,217.86	46.97%
96969700	Security Services	2,500	140.28	1,873.12	626.88	74.92%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	-		854.00	-854.00	
97973200	Recreation Contributions	-		0.00	0.00	
97973300	Orangevale Clubs	-		0.00	0.00	
97974000	Insurance Proceeds	2,500	4,753.27	7,186.92	-4,686.92	287.48%
97979000	Revenue - Other	500	740.14	1,096.39	-596.39	219.28%
	SUB-TOTAL OTHER MISC. INCOME	1,184,100	62,490.73	315,558.02	868,541.98	26.65%
	TOTAL BUDGET AMOUNT	2,383,800	752,584.05	1,015,703.19	1,368,096.81	42.61%

OLLAD EXPENDITURES
FOR THE MONTH ENDING
JANUARY 31, 2017

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1905626100	20211200	LOWES BUSINESS ACCOUNT	Building Maint Supply	99.17
1905616861	20214100	ONE STOP CALL SHOP	Land Improvement Maint Service	1,000.00
1905619249	20214100	ONE STOP CALL SHOP	Land Improvement Maint Service	700.00
1905619253	20214100	ONE STOP CALL SHOP	Land Improvement Maint Service	1,500.00
				3,200.00
1905616858	20214200	AMERICAN RIVER ACE HARDWA	Land Improvement Maint Supply	14.81
1905621986	20214200	US BANK CORPORATE PAYMENT	Land Improvement Maint Supply	595.39
				610.20
1905621986	20216700	US BANK CORPORATE PAYMENT	Plumbiing Maint Service	218.00
1905616860	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	57.36
1905616083	20219100	SMUD	Electricity	6,056.57
1905616879	20219200	PACIFIC GAS AND ELECTRIC	Natural Gas/LPG/Fuel Oil	2,915.36
1905616086	20219300	ALLIED WASTE SERVICES OF	Refuse Coll/Disposal Service	1,578.59
1905626092	20219500	COUNTY OF SACRAMENTO	Sewage Disposal Service	495.84
1905619228	20219800	ORANGEVALE WATER CO	Water	2,216.80
1905616858	20220600	AMERICAN RIVER ACE HARDWA	Fuel/Lubricants	9.71
1905616858	20222600	AMERICAN RIVER ACE HARDWA	Fuel/Lubricants	60.61
1905611930	20223600	FLEETCOR TECHNOLOGIES	Fuel/Lubricants	421.93
1905616863	20223600	GREENBACK EQUIPMENT RENTA	Fuel/Lubricants	14.13
1905619245	20223600	GREENBACK EQUIPMENT RENTA	Fuel/Lubricants	13.51
1905619247	20223600	GREENBACK EQUIPMENT RENTA	Fuel/Lubricants	13.81
				533.70
1905616857	20228200	CARQUEST	Shop Equip Maint Supply	109.07
1905621986	20228200	US BANK CORPORATE PAYMENT	Shop Equip Maint Supply	69.02
				178.09
1905616858	20232200	AMERICAN RIVER ACE HARDWA	Custodial Supply	20.06
1905621975	20232200	LOWES BUSINESS ACCOUNT	Custodial Supply	109.03
				129.09

ORANGEVALE RECREATION AND PARK DISTRICT - OLLAD ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2016/2017
JANUARY 2017

Account Number	Expenditure Account	Budgeted 2016/2017	Current Expenditures	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20207603	Keys	2,000.00		13.50	1,986.50	99%
20210300	Agricultural/Horticultural Service	12,000.00		5,575.00	6,425.00	54%
20210400	Agricultural/Horticultural Supply	15,000.00		4,073.24	10,926.76	73%
20211200	Building Maint. Supplies	8,000.00	99.17	1,454.14	6,545.86	82%
20212200	Chemicals	30,000.00		11,920.49	18,079.51	60%
20213100	Electrical Maint. Service	6,000.00		-	6,000.00	100%
20213200	Electrical Maint. Supplies	2,000.00		885.82	1,114.18	56%
20214100	Land Improv. Maint. Service	22,000.00	3,200.00	8,200.00	13,800.00	63%
20214200	Land Improv. Maint. Supplies	48,000.00	610.20	4,358.85	43,641.15	91%
20215100	Mechanical System Maint. Ser	10,000.00		4,617.88	5,382.12	54%
20215200	Mechanical System Maint. Sup	2,000.00		1,857.45	142.55	7%
20216200	Painting Supplies	1,500.00		400.06	1,099.94	73%
20216700	Plumbing Maint. Service	1,000.00	218.00	378.00	622.00	62%
20216800	Plumbing Maint. Supplies	4,000.00		736.25	3,263.75	82%
20218100	Irrigation Service	2,000.00		208.00	1,792.00	90%
20218200	Irrigation Supplies	12,000.00	57.36	10,896.23	1,103.77	9%
20218500	Permit Charges	2,000.00		1,522.50	477.50	24%
20219100	Electricity	83,000.00	6,056.57	41,664.53	41,335.47	50%
20219200	Natural Gas / LPG/ Fuel Oil	18,000.00	2,915.36	10,242.37	7,757.63	43%
20219300	Refuse Collection / Disposal Service	24,000.00	1,578.59	9,889.82	14,110.18	59%
20219500	Sewage Disposal Service	12,000.00	495.84	7,016.21	4,983.79	42%
20219800	Water	51,000.00	2,216.80	32,735.43	18,264.57	36%
20219900	Telephone System Maintenance	3,000.00		864.18	2,135.82	71%
20220500	Auto Maintenance Service	7,000.00		1,560.72	5,439.28	78%
20220600	Auto Maintenance Supplies	3,000.00	9.71	3,224.85	(224.85)	-7%
20221200	Construction Equip. Maint. Supp.	500.00		79.90	420.10	84%
20222600	Expendable Tools	4,000.00	60.61	1,684.44	2,315.56	58%
20223600	Fuel & Lubricants	21,000.00	463.38	5,340.53	15,659.47	75%
20227500	Rent/Lease Equipment	3,000.00		-	3,000.00	100%
20228100	Shop Equip. Maint. Service	2,000.00		130.20	1,869.80	93%
20228200	Shop Equip. Maint. Supplies	5,000.00	178.09	5,441.06	(441.06)	-9%
20229100	Other Equip. Maint. Service	2,500.00		-	2,500.00	100%
20229200	Other Equip. Maint. Supplies	2,000.00		1,830.03	169.97	8%
20232200	Custodial Supplies	20,000.00	129.09	6,296.97	13,703.03	69%
20250500	Accounting Services	3,000.00		-	3,000.00	100%
20252500	Engineering Services	20,000.00		3,095.73	16,904.27	85%
20253100	Legal Services	20,000.00		3,114.00	16,886.00	84%
20257100	Security Services	21,000.00		5,286.46	15,713.54	75%
20259100	Other Professional Services	31,000.00		7,355.99	23,644.01	76%
20289800	Other Operating Expense Sup.	3,500.00		112.93	3,387.07	97%
	SUB-TOTAL	539,000.00	18,288.77	204,063.76	334,936.24	62%
3000	OTHER CHARGES					
30321000	Interest Expense	0.00		-	0.00	0%
30322000	Bond/Loan Redemption	0.00		-	0.00	0%

Account Number	Expenditure Account	Budgeted 2016/2017	Current Expenditures	Expenditures to Date	Funds Available	% Left
30345000	Taxes/Licenses/Assess Trans	1,200.00		1,042.38	157.62	13%
	SUB-TOTAL	1,200.00	-	1,042.38	157.62	13%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	70,000.00		1,125.00	68,875.00	98%
43430300	Equipment	68,000.00		10,126.63	57,873.37	85%
	SUB-TOTAL	138,000.00	-	11,251.63	126,748.37	92%
	GRAND TOTAL	678,200.00	18,288.77	216,357.77	461,842.23	68%

ORANGEVALE RECREATION AND PARK DISTRICT - KENENTH GROVE ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2016/2017
JANUARY 2017

Account Number	Expenditure Account	Budgeted 2016/2017	Current Expenditures	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	500.00		-	500.00	100%
20207600	Office Supplies	100.00		-	100.00	100%
20207602	Signs	50.00		-	50.00	100%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20219800	Water	800.00	29.19	204.33	595.67	74%
20223600	Fuel & Lubricants	600.00	17.58	219.14	380.86	63%
20250500	Accounting Services	500.00		-	500.00	100%
20252500	Engineering Services	1,000.00		-	1,000.00	100%
20253100	Legal Services	100.00		-	100.00	100%
20256200	Transcribing Services	150.00		-	150.00	100%
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	30.00		-	30.00	100%
	SUB-TOTAL	5,430.00	46.77	423.47	5,006.53	92%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	0.00		-	0.00	0%
	SUB-TOTAL	0.00	-	-	0.00	0%
	GRAND TOTAL	5,430.00	46.77	423.47	5,006.53	92%

STAFF REPORT



DATE: 3-9-17

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: MONTHLY ACTIVITY REPORT – FEBRUARY 2017

ADMINISTRATION

Administrator Foell and Superintendent Russell took part in a tree manager webinar.

Administrator Foell, Supervisors Bain and Woodford met with a County staff member to discuss the District's requirements for a new Sacramento County Parks web and mobile application.

Administrator Foell attended an Administrators Meeting with San Juan Unified School District staff on February 9th.

Administrator Foell and Superintendent Russell met with Bruce and Jenny Knisley to discuss possible maintenance and capital projects at the Disc Golf Course.

RECREATION

February Activities	Enrollment	Attendance	Gross Revenue
Classes			
Aikido Teen/Adult	5		\$ 787.00
Aikido Youth	4		\$ 242.00
Ballet - Pre Ballet	8		\$ 252.00
Basic Horsemanship Teen/Adult	1		\$ 120.00
Basic Life Support CPR & AED	3		\$ 183.00
Beginning Salsa	2		\$ 80.00
Child & Babysitting Safety	4		\$ 223.00
Internet Driver Education	1		\$ 40.00
Jazzercise		314	
Jujitsu Self Defense	4		\$ 189.00
Karate Preschool	2		\$ 198.00
KinderGym Gymnastics	1		\$ 103.00
Karate SA Shotokan	4		\$ 516.00
Parent Participation Gymnastics	2		\$ 196.00
Pediatric CPR & First Aid	1		\$ 75.00
Pee Wee Basketball	7		\$ 342.00
Tai Chi Chuan	3		\$ 126.00
Tot Gymnastics	2		\$ 196.00
TwirlSport Baton	3		\$ 126.00
TwirlSport Cheer	1		\$ 43.00
Ukulele	27		\$ 27.00
Classes Sub Total	85	314	\$ 4,064.00
SENIORS			
Bridge		59	\$ 59.00
Mens 50+ 3 on 3 basketball	1		\$ 30.00

Mid-Day Movies		8	
Senior Lunches		126	
Seniors Sub Total	1	193	\$ 89.00
GRAND TOTAL	86	507	\$ 4,153.00

February Gross Revenue Recap – February OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$28,610, \$4,610 over the projected amount. February recreation revenue came in at \$18,377, \$377 over the projected amount and facility revenue in came in at \$10,234, \$4,234 over the projected amount. *Please note the revenue referenced here includes prepayments for future programs while the revenue figures listed in the chart on the previous page represent revenue attributed to programs occurring in February.*

UPCOMING EVENTS

- Magic Show March 4th
- Shamrock Shenanigans March 17th
- Spring Rummage Sale April 22

SECURITY

JANUARY 2017

Summary:

Parking Citations: 0

Notice to Appear: 0

Felony Charges¹: 0

Misdemeanor Charges²: 0

14601 Notification: 0

The above information is condensed by removing parks where no reportable law enforcement action was taken during the reporting period. This does not mean we did not patrol those parks, it simply means that no enforcement action was taken.

No enforcement activity was reported.

January saw us continuing to provide some focus to safety hazards in the parks due to weather. The storms and an increase in outreach provided by the County have caused some drop in the number of homeless individuals we are seeing. We expect those numbers to return to normal as weather improves and winter shelters close. Chief Diller has had meetings with the County Executive on the issue of homelessness and will continue to monitor and engage in the County's efforts as appropriate.

¹ This is the sum of all Felony charges, not individual incidents.

² This is the sum of all Misdemeanor charges, not individual incidents.

PARKS

Superintendent Russell and PMII Wade attended a training session on Tree Management Software at Sunrise RPD.

General: Routine maintenance at all sites. New pest control company servicing District facilities (Neighborly Pest Management).

General: Routine maintenance at all sites. On-going storm clean up.

Certified Playground Safety Inspector training.

Community Center: Repaired several roof areas. Athletic field closed due to saturated turf. Installed insulation and provided office renovation assistance.

Youth Center Park: General custodial.

Kidz Korner: General custodial.

Pecan Park: Athletic field closed due to saturated turf.

Palisades Park: Athletic fields closed due to saturated turf.

Coleman: Athletic fields closed due to saturated turf.

Community Park: Cleared creek debris from bridge. Large tree fell near Disc Golf hole #18. Athletic fields closed due to saturated turf. Cleared two downed trees from pathways.

Pasteur: Athletic field closed due to saturated turf.

Sundance: Removed of two illegal structures. Responded to a resident with tree concerns.

Rollingwood: Responded to resident concern regarding herbicide use by Rollingwood Athletic Club.

ORANGEVALE RECREATION AND PARK DISTRICT

FINANCIAL STATEMENTS

JUNE 30, 2016

ORANGEVALE RECREATION AND PARK DISTRICT

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LARRY BAIN, CPA

AN ACCOUNTING CORPORATION

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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, 2016, 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, 2016, 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 23 and 24 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 25 and 26; 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.

Other Information

We have also issued our report dated February 18, 2017 on our consideration of the District's internal control over financial reporting. That report should be read in conjunction with this report in considering our audit.

The required supplementary information other than MD&A, as listed in the table of contents, are not a required part of the basic financial statements but are supplementary information required by the Governmental Accounting Standards Board. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

*Larry Bain, CPA,
An Accounting Corporation
February 18, 2017*

ORANGEVALE RECREATION AND PARK DISTRICT

**STATEMENT OF NET POSITION
JUNE 30, 2016**

	<u>Governmental Activities</u>
Assets	
Cash and investments	\$ 2,000,810
Due from others	12,713
Restricted cash and investments	983,207
Capital assets:	
Land	6,212,723
Construction in progress	17,522
Land improvements	2,387,790
Buildings and improvements	4,430,057
Equipment	898,215
Less: accumulated depreciation	<u>(3,991,768)</u>
Capital assets-net	<u>9,954,539</u>
Total Assets	<u>12,951,269</u>
Deferred Outflows of Resources	
Deferred outflows-pensions	<u>451,409</u>
Liabilities	
Current liabilities:	
Claims payable	141,864
Accrued wage	39,099
Deposits	2,100
Accrued interest	12,081
Due within one year	84,387
Non-current liabilities:	
Due in more than one year	<u>1,136,068</u>
Total Liabilities	<u>1,415,599</u>
Deferred Inflows of Resources	
Deferred inflows-pensions	<u>422,011</u>
Total Deferred Inflows of Resources	<u>422,011</u>
Net Position	
Net investment in capital assets	9,564,032
Unrestricted	<u>2,001,036</u>
Total Net Position	<u><u>\$ 11,565,068</u></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, 2016**

Functions/programs	Expenses	Program Revenues			Net (Expense)
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Revenue and Change in Net Position
					Governmental Activities
Governmental Activities					
Community services/recreation	\$ 2,203,232	\$ 653,081	\$ 5,393	\$ 735,531	\$ (809,227)
Interest on long-term debt	20,347	-	-	-	(20,347)
Total Governmental Activities	\$ 2,223,579	\$ 653,081	\$ 5,393	\$ 735,531	(829,574)
General Revenues:					
Taxes:					
Property tax, levied for general purposes					
					1,211,723
Investment income					
					7,026
Other					
					8,296
Total general revenues					
					1,227,045
Change in net position					
					397,471
Net position - beginning					
					11,305,604
Prior period adjustment					
					(138,007)
Net position - ending					
					\$ 11,565,068

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

ORANGEVALE RECREATION AND PARK DISTRICT

**GOVERNMENTAL FUNDS
BALANCE SHEET
JUNE 30, 2016**

	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	
Assets						
Cash and investments	\$ 1,405,582	\$ 586,877	\$ -	\$ -	\$ 8,351	\$ 2,000,810
Due from others	5,369	2,476	3,542	1,266	60	12,713
Restricted cash and investments	-	-	718,808	264,399	-	983,207
Total Assets	\$ 1,410,951	\$ 589,353	\$ 722,350	\$ 265,665	\$ 8,411	\$ 2,996,730
Liabilities						
Claims payable	\$ 94,860	\$ 47,003	\$ -	\$ -	\$ -	\$ 141,863
Accrued payroll	39,099	-	-	-	-	39,099
Deposits	2,100	-	-	-	-	2,100
Total Liabilities	136,059	47,003	-	-	-	183,062
Fund Balances						
Restricted	-	-	722,350	265,665	-	988,015
Assigned	974,814	542,350	-	-	8,411	1,525,575
Unassigned	300,078	-	-	-	-	300,078
Total Fund Balances	1,274,892	542,350	722,350	265,665	8,411	2,813,668
Total Liabilities and Fund Balances	\$ 1,410,951	\$ 589,353	\$ 722,350	\$ 265,665	\$ 8,411	\$ 2,996,730

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, 2016

Fund Balances of Governmental Funds	\$ 2,813,668
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.	9,954,539
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	(69,376)
Accrued interest	(12,081)
Net pension liability, deferred inflows/outflows	(731,175)
Long-term debt	<u>(390,507)</u>
Net position of governmental activities	<u>\$ 11,565,068</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, 2016**

	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	
Revenues						
Property taxes	\$ 1,197,915	\$ -	\$ -	\$ -	\$ -	\$ 1,197,915
Intergovernmental revenues	13,808	19,680	-	-	-	33,488
Charges for current services	478,165	-	-	-	-	478,165
Special assessments	-	567,788	85,633	62,430	5,393	721,244
Use of money and property	175,663	1,481	3,596	1,266	(64)	181,942
Other revenues and reimbursements	8,296	-	-	-	-	8,296
Total Revenues	<u>1,873,847</u>	<u>588,949</u>	<u>89,229</u>	<u>63,696</u>	<u>5,329</u>	<u>2,621,050</u>
Expenditures						
Salaries and benefits	1,348,285	-	-	-	-	1,348,285
Services and supplies	337,516	441,109	-	-	4,196	782,821
Capital outlay	1,800	134,806	-	-	-	136,606
Debt service						
Principal	54,772	-	-	-	-	54,772
Interest	22,042	-	-	-	-	22,042
Total Expenditures	<u>1,764,415</u>	<u>575,915</u>	<u>-</u>	<u>-</u>	<u>4,196</u>	<u>2,344,526</u>
Net Change in Fund Balances	109,432	13,034	89,229	63,696	1,133	276,524
Fund Balances, July 1, 2015	<u>1,165,460</u>	<u>529,316</u>	<u>633,121</u>	<u>201,969</u>	<u>7,278</u>	<u>2,537,144</u>
Fund Balances, June 30, 2016	<u>\$ 1,274,892</u>	<u>\$ 542,350</u>	<u>\$ 722,350</u>	<u>\$ 265,665</u>	<u>\$ 8,411</u>	<u>\$ 2,813,668</u>

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, 2016**

Net Change in Fund Balances - Total Governmental Funds	\$ 276,524
<p>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:</p>	
<p>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:</p>	
Cost of assets capitalized	136,606
Depreciation expense	(171,596)
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.	54,772
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.	1,695
governmental funds.	101,641
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.	<u>(2,171)</u>
Change in net position of governmental activities	<u>\$ 397,471</u>

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, 2016

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, 2016

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 Fund - 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.

Debt Service Fund - This fund accounts for the accumulation of resources for and the payment of interest and principal on the District's general long-term debt.

The District does not operate enterprise funds.

ORANGEVALE RECREATION AND PARK DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2016

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, 2016, a long-term liability of \$69,375 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, 2016

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, 2016, consisted of the following:

Checking account	\$ 21,859
Imprest cash	200
Cash and investments with County Treasurer	<u>2,961,958</u>
Total cash and investments	<u>\$ 2,984,017</u>

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2016**

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 an 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*	\$ 2,961,958	\$ 2,961,958	\$ -
Totals	\$ 2,961,958	\$ 2,961,958	\$ -

*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, 2016**

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, 2016, the District's deposits balance was \$10,360 and the carrying amount was \$21,859. 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

Investments are accounted for in accordance with the provisions of GASB Statement No. 31, which requires governmental entities to report certain investments at fair value in the balance sheet and recognize the corresponding change in fair value of investments in the year in which the change occurred. The District reports its investment in the Sacramento County investment pool at fair value based on quoted market information obtained from fiscal agents or other sources if the change is material to the financial statements.

Note 3: Property Plant and Equipment

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

	Balance July 1, 2015	Additions Adjustments	Retirements/ Adjustments	Balance June 30, 2016
Governmental Activities				
Capital assets, not being depreciated:				
Land	\$ 6,212,723	\$ -	\$ -	\$ 6,212,723
Construction in progress	4,397	13,800.00	(675)	17,522
Capital assets, being depreciated:				
Land improvements	2,375,810	116,980	(105,000)	2,387,790
Buildings and improvements	4,423,557	6,500		4,430,057
Equipment	798,204		100,011	898,215
Total capital assets, being depreciated	7,597,571	123,480	(4,989)	7,716,062
Less accumulated depreciation for:				
Land improvements	(1,594,274)	(45,930)	251	(1,639,953)
Buildings and improvements	(1,560,331)	(90,858)		(1,651,189)
Equipment	(670,555)	(30,071)		(700,626)
Total accumulated depreciation	(3,825,160)	(166,859)	251	(3,991,768)
Total capital assets, being depreciated, net	3,772,411	(43,379)	(4,738)	3,724,294
Governmental activities capital assets, net	\$ 9,989,531	\$ (29,579)	\$ (5,413)	\$ 9,954,539

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2016**

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, 2016:

	Balance July 1, 2015	Additions	Retirements	Balance June 30, 2016	Due Within One Year
Compensated absences	\$ 67,204	\$ 55,977	\$ (53,806)	\$ 69,375	\$ 26,903
Net pension liability	476,789	283,784		760,573	-
Capital lease	445,278		(54,771)	390,507	57,484
Total	\$ 989,271	\$ 339,761	\$ (108,577)	\$ 1,220,455	\$ 84,387

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.

Capital Lease

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, 2016, are as follows:

Fiscal Year Ended June 30,	
2017	\$ 76,814
2018	76,814
2019	76,814
2020	76,814
2021	76,814
2022	76,814
Total minimum lease payments	460,884
Less: Amount representing interest	(70,377)
Present value of minimum lease payments	\$ 390,507

ORANGEVALE RECREATION AND PARK DISTRICT

NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2016

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 Insurance (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, 2016. 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.

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.

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 3.19% of their semi-monthly covered salary for the first \$175 and 4.78% of their semi-monthly covered salary over \$175. The District is required to contribute the actuarially determined remaining amounts

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2016**

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

necessary to fund the benefits for its members. 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, 2016, are summarized as follows:

	Miscellaneous	
	Prior to January 1, 2013	On or after January 1, 2013
Hire date		
Benefit formula	2% @ 55	2% @ 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	1.5% to 2%	1.0% to 2%
Required employee contribution rates	3.19% to 4.78%	6.25%
Required employer contribution rates	28.26%	6.25%

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, 2016, the contributions recognized as part of pension expense for each Plan were as follows:

Contributions-employer	\$	164,849
Contributions-employee (paid by employer)	\$	-

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

As of June 30, 2016, the District reported net pension liabilities for its proportionate shares of the net pension liability of the Plan as follows:

	<u>Proportionate share of Net pension liability</u>
Miscellaneous Plan	\$ 760,573

The District's net pension liability for each Plan is measured as the proportionate share of the net pension liability. For the June 30, 2016 reporting period, the net pension liability of each of the Plans is measured as of June 30, 2015, 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, 2014 rolled forward to June 30, 2015 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, 2016**

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

The District's proportionate share of the net pension liability as of June 30, 2014 and 2015 was as follows:

Proportion - June 30, 2014	0.126%
Proportion - June 30, 2015	0.125%
Change - Increase (Decrease)	-0.001%

For the year ended June 30, 2016, the District recognized pension expense of \$63,208. At June 30, 2016, 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	\$ -	\$ (81,396)
Changes in assumptions		(32,968)
Net difference between projected and actual earnings on pension plan investments	286,560	(279,335)
Changes in proportion and differences between District contributions and proportionate share of contributions		(28,312)
District contributions subsequent to the measurement date	164,849	
Total	<u>\$ 451,409</u>	<u>\$ (422,011)</u>

\$164,849 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, 2017.

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:**

2017	\$	(73,543)
2018	\$	(73,543)
2019	\$	(60,005)
2020	\$	71,640
2021	\$	-
Thereafter	\$	-

Actuarial Assumptions – The total pension liabilities in the June 30, 2014 actuarial valuations were determined using the following actuarial assumptions:

Actuarial Assumptions

Valuation Date
Measurement Date
Actuarial Cost Method
Actuarial Assumptions:

Miscellaneous
June 30, 2014
June 30, 2015
Entry-Age Normal Cost

Discount Rate	7.50%
Inflation	3.25%
Projected Salary Increase	4.50% to 11.50%
Investment Rate of Return	7.50%

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2016**

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

Discount Rate – The discount rates used to measure the Total Pension Liability (TPL) were 7.50% and 7.50% as of June 30, 2015 and June 30, 2014, 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, 2015 and June 30, 2014.

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 (approved by the Board) 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. Equities	22.50%	5.98%
International Equities	22.50%	7.23%
Fixed Income	20.00%	1.25%
Hedge Funds	10.00%	3.20%
Private Equities	10.00%	12.82%
Real Assets	15.00%	5.64%

(1) An expected inflation of 3.25% used for this period

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 for each Plan, calculated using the discount rate for each Plan, as well as what the District’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	<u>Discount Rate -1% (6.5%)</u>	<u>Current Discount Rate (7.50%)</u>	<u>Discount Rate +1% (8.50%)</u>
Misc Tier 3	\$ 1,543,219	\$ 760,573	\$ 110,199

ORANGEVALE RECREATION AND PARK DISTRICT

NOTES TO THE FINANCIAL STATEMENTS JUNE 30, 2016

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 for the 2015/16 fiscal year. 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 2015-2016 fiscal year the County of Sacramento Department of Finance Auditor Controller Division shifted \$188,045 (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 2015-2016 fiscal year was \$3,391,221.

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2016**

Note 11: Gann Limit

Total Subject Revenue 2015-16	\$ 1,919,159
Amount of limit for 2015-16	<u>3,143,866</u>
 Amount (under)/over limit	 <u>\$ (1,224,707)</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	\$ -	\$ -	\$ 265,665	\$ 722,350	\$ -
Total restricted	<u>-</u>	<u>-</u>	<u>265,665</u>	<u>722,350</u>	<u>-</u>
Committed	-	-	-	-	-
Assigned to:					
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	-	421,150	-	-	8,411
Next years budget	429,800	121,200	-	-	-
Total assigned	<u>974,814</u>	<u>542,350</u>	<u>-</u>	<u>-</u>	<u>8,411</u>
Unassigned	300,078	-	-	-	-
Total fund balance	<u>\$ 1,274,892</u>	<u>\$ 542,350</u>	<u>\$ 265,665</u>	<u>\$ 722,350</u>	<u>\$ 8,411</u>

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2016**

Note 13: Restatement of Net Position

Beginning net position was restated because of the implementation of Governmental Accounting Standards Board Statement 68 for defined benefit pension plans. The increase of the prior year net pension liability, deferred inflows and deferred outflows of resources resulted in a \$138,007 reduction to beginning net position.

Note 14: Contingent Liabilities

Grants are subject to audit to determine compliance with their requirements. District officials believe that if any refunds are required, they would not have a significant effect on the financial condition or liquidity of the District.

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.

ORANGEVALE RECREATION AND PARK DISTRICT

**REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2016**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues				
Property taxes	\$ 1,140,700	\$ 1,140,700	\$ 1,197,915	\$ 57,215
Intergovernmental revenues	185,000	185,000	13,808	(171,192)
Charges for current services	443,500	443,500	478,165	34,665
Use of money and property	137,000	137,000	175,663	38,663
Other revenues	<u>3,000</u>	<u>3,000</u>	<u>8,296</u>	<u>5,296</u>
 Total Revenues	 <u>1,909,200</u>	 <u>1,909,200</u>	 <u>1,873,847</u>	 <u>(35,353)</u>
 Expenditures				
Salaries and benefits	1,601,000	1,601,000	1,348,285	252,715
Services and supplies	495,100	495,100	337,516	157,584
Debt service	85,000	85,000	76,814	8,186
Capital outlay	<u>170,000</u>	<u>170,000</u>	<u>1,800</u>	<u>168,200</u>
 Total Expenditures	 <u>2,351,100</u>	 <u>2,351,100</u>	 <u>1,764,415</u>	 <u>586,685</u>
 Net Change in Fund Balance *	 <u>\$ (441,900)</u>	 <u>\$ (441,900)</u>	 <u>109,432</u>	 <u>\$ 551,332</u>
 Fund Balances, July 1, 2015			 <u>1,165,460</u>	
 Fund Balances, June 30, 2016			 <u>\$ 1,274,892</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, 2016

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues				
Assessments	\$ 550,000	\$ 550,000	\$ 567,788	\$ 17,788
Intergovernmental			19,680	19,680
Use of money and property	2,000	2,000	1,481	(519)
Total Revenues	<u>552,000</u>	<u>552,000</u>	<u>588,949</u>	<u>36,949</u>
Expenditures				
Services and supplies	499,900	499,900	441,109	58,791
Capital outlay	191,000	191,000	134,806	56,194
Total Expenditures	<u>690,900</u>	<u>690,900</u>	<u>575,915</u>	<u>114,985</u>
Net Change in Fund Balance	<u>\$ (138,900)</u>	<u>\$ (138,900)</u>	13,034	<u>\$ 151,934</u>
Fund Balances, July 1, 2015			<u>529,316</u>	
Fund Balances, June 30, 2016			<u>\$ 542,350</u>	

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, 2016**

<u>Reporting Date For Employer under GASB 68 as of June 30</u>	<u>District's proportion of the net pension liability (asset)</u>	<u>District's proportionate share of the net pension liability (asset)</u>	<u>District's covered-employee payroll</u>	<u>District's proportionate share of the net pension liability (asset) (asset) as a percentage of its covered-employee payroll</u>	<u>Plan fiduciary net position as a percentage of the total pension liability</u>
<u>Miscellaneous First Tier Plan</u>					
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%

* 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 10-year trend is compiled, only information for those years for which is available.

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, 2016**

<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>
<u>Miscellaneous First Tier Plan</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%

* 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 a full 10-year trend is complied, only information for those years for which information is available is presented.

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

ORANGEVALE RECREATION AND PARK DISTRICT
NOTE TO THE REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2016

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.

LARRY BAIN, CPA

AN ACCOUNTING CORPORATION

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lpbain@sbcglobal.net

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Board of Directors
Orangevale Recreation and Park District
Orangevale, CA

We have audited the financial statements of the Orangevale Recreation and Park District as of and for the fiscal year ended June 30, 2016, and have issued our report thereon dated February 18, 2017. We conducted our audit in accordance with auditing standards generally accepted in the United States of America.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Orangevale Recreation and Park District's (District) internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting. Accordingly we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control, such that there is a reasonable possibility that material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of the internal control over financial reporting was for the limited purpose described in the preceding paragraph and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and, therefore, there can be no assurance that all such deficiencies have been identified. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

A significant deficiency is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider finding 16-1 in the following schedule of findings to be a significant deficiency in the District's internal control.

Orangevale Recreation and Park District's Response to Findings

The Orangevale Recreation and Park District's separate written response to the significant deficiencies identified in our audit and any follow up for subsequent year corrections has not been subjected to the audit procedures applied in the audit of the financial statements and accordingly, we do not express an opinion on the responses

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal controls over financial reporting and the result of that testing, and not to provide an opinion on the effectiveness of the District's internal control. This report is an integral part of an audit performed in accordance with auditing standards generally accepted in the United States of America in considering the District's internal control over financial reporting and accordingly this report is not suitable for any other purpose.

This communication is intended solely for the information and use of the Board of Directors, management, the Sacramento County Auditor Controller's Office and the Controller's Office of the State of California and is not intended to be and should not be used by anyone other than these specified parties.

Larry Bain, CPA,
An Accounting Corporation
February 18, 2017

Significant Deficiencies not Deemed Material Weaknesses

Finding 16-1: We noted the District had a lack of segregation of duties, as one person is capable of handling all aspects of processing transactions from beginning to end. A lack of segregation of duties increases the risk of potential errors or irregularities; however, due to a limited number of personnel an adequate segregation of duties is not possible without incurring additional costs. We have also noted this comment in previous audits.

Recommendation: The District should attempt to segregate accounting functions to the greatest extent possible. The Board of Directors also plays a more vital oversight role in reviewing and authorizing accounting records such as cash disbursements, cash receipts, cash transfers, account write-offs, payroll and monthly bank reconciliations. The District could also consider hiring an outside consultant to review the current segregation of incompatible duties to determine the cost of correcting any weaknesses.

STAFF REPORT



DATE: 3-9-17

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: DISCUSSION AND POSSIBLE ACTION ON THE TURNING POINT
CRISIS CENTER PROJECT**

RECOMMENDATION

Discuss and possibly approve a Board position on the Turning Point Crisis Center Project.

BACKGROUND

The Turning Point Crisis Center Project proposes opening a 15 bed crisis center for mentally ill adults to be located at 9048 Elm Avenue. The proposed site is across the street from an entrance to Orangevale Community Park and within close proximity to Pasteur Middle School, Green Oaks Elementary, Casa Roble High School, and a local pre-school. The project is in the beginning stages of the County planning process. There are plans for a workshop to discuss the project before the more formal process of presenting the project at the Orangevale CPAC, the Planning Commission, and then if necessary, to the Board of Supervisors. The need for crisis centers of this type in the County of Sacramento is well documented and supported by a broad base of public and private organizations and constituents. The location and funding of such projects are some of the most difficult considerations for the County. Due to the need, the County submitted a grant application for the operation of three such sites which they received based on specific criteria. Turning Point was selected by the County to locate, purchase the property, and operate this site. They purchased the site on Elm Avenue and if the site is approved through the County planning process, Turning Point will receive the grant money to operate the facility. A community group was formed in opposition to the location of the facility, and representatives came to the February 9, 2017 Board of Directors meeting. They asked the Board to consider taking a stand against the facility in its current proposed location. The Board requested staff to place the item on the March 9, 2017 agenda for consideration. The location of a facility of this nature across from a park and in close proximity to three schools, and a residential neighborhood appears to be a poor choice. A location in a more commercial and high density zoned area would be preferable. Staff recommends the Board consider the project and determine if the Board would like to take a position.

POSSIBLE MOTION IF THE BOARD DETERMINES TO OPPOSE THE PROJECT

I move we direct the District Administrator to write a letter to the Orangevale CPAC and Supervisor Sue Frost expressing the Boards opposition to the location of the Turning Point Crisis Center Project.



RESOLUTION NO: 17-03-566

**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 9th day of March, 2017 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: 17-03-567

**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 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 XIII D 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 9th day of March, 2017 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: 3-9-17

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVAL OF THE AGREEMENT WITH THE CHAMBER OF COMMERCE TO HOLD THE POW WOW DAYS EVENT IN ORANGEVALE COMMUNITY PARK ON JUNE 1-4, 2017

RECOMMENDATION

Approve the agreement with the Orangevale Chamber of Commerce, to rent the entire Orangevale Community Park area, with the exception of Shady Oaks Disc Golf Course, to hold Pow Wow Days event in Orangevale Community Park from June 1 through June 4, 2017.

BACKGROUND

The Orangevale Chamber of Commerce has historically held their yearly event in Orangevale Community Park. The event proceeds support the Orangevale Chamber of Commerce and many local non-profits. Due to the longevity of this agreement OVparks has charged the Chamber of Commerce a flat fee of \$2,250 for the duration of their use for this event. All Events Mgt. Group Inc., a private event management company, will be the point of contact for this event. Set-up for this four day event will begin Sunday May 28th at 12 p.m. through Thursday June 1st at 1 p.m. The event itself will run from June 1st, Thursday afternoon, to Sunday evening June 4th. The tear down will be from June 4th, Sunday evening at 8 p.m. to Monday June 5th at 5 p.m.

This event will host live music, carnival booths and rides, food, merchandise vendors, pony rides, petting zoo, and alcoholic beverages contained within the fenced in area. The equipment utilized during this event will include carnival rides, stage, fencing, electrical generators, lights, tents, canopies, portable restrooms, and sound equipment. The event will also be utilizing the District's electrical hook-ups and water. The expected attendance for this four day event is 10,000 people. The event will be free for spectators and will be open during the four days from mid-morning to late evening.

RECOMMENDED MOTION

I move we approve the Agreement with the Chamber of Commerce to hold the Pow Wow Days Event in Orangevale Community Park on June 1-4, 2017 and move to authorize the District Administrator to execute the agreement.



Orangevale Recreation & Park District
6826 Hazel Avenue Orangevale, CA 95662
Phone (916) 988-4373 * Fax (916) 988-3496 * info@ovparks.com

Supplemental Special Use Application

This Special Use/Special Event Application shall be submitted in addition and as a supplement to the Standard Use of Facilities Application. 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.

DATE OF APPLICATION: February 27, 2017

CONTACT INFORMATION

Name of Applicant: Orangevale Chamber of Commerce - Lisa Montes

Address: 9267 Greenback Lane B91 City/State/Zip: Orangevale CA 95662

Phone #: 916-988-0175 Email: info@orangevalepowwowdays.com

Sponsoring Organization/Company: Orangevale Chamber of Commerce

Type of Organization: Non Profit Private Corporation Other

Name of Event Organizer: All Events Plus - Lisa Montes

Organization Web Site: www.orangevalepowwowdays.com Organization Email: info@orangevalepowwowdays.com

EVENT DETAILS

Event Name: Orangevale Pow Wow Days 2017

Type of Event: Concert Festival Celebration Run/Walk Other Town Fair

Event Location: 7301 Orangevale Community Park, Orangevale

Purpose of Event: Increase business awareness and provide opportunity for local service groups to raise money.

Overall Estimated Attendance: 10,000 Daily Adults 8000 Children 2000

How does the community of Orangevale benefit from this event? Local school organizations, non-profit groups and local Veterans have benefited from this event. They are able to raise funds for their cause.

Supports the Orangevale Chamber of Commerce and boost local economy

Is this a Public or Private event? Public Private Other Free Admission

Has this event been produced before? Yes No 10,000 if yes, previous attendance:

If yes, list previous name, date and location of event: Over ten years in park Event since 1963

Description of Event - Provide a detailed description of your event (i.e. listing of activities, entertainment, and vendors that will be included in your event, listing of any special equipment and structures, etc. You may attach additional pages or materials as needed. A family friendly event showcasing local talent and carnival.

Music, Vendors, Food and Exhibits. A portable stage, sound, fencing and portal potties are brought in to secure the park. Full Carnival Amusements. Travel Trailers and generators are brought in to provide power where needed. Security is provided during setup- show- tear-down. During show security is provide at a ratio of 1 officer - 149 attendees or as Sheriff specifies. All necessary permits, fire, alcohol, health and building permits are obtain as required.

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

Day 1: Day of Week Sunday Date May 28 Start Time 12 noon End Time 8 pm
 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 Thursday Date June 1 Start Time Gate 4 pm End Time 10 pm
 Day 2: Day of Week Friday Date June 2 Start Time Gate 4 pm End Time 11 pm
 Day 3: Day of Week Saturday Date June 3 Start Time Gate 11 am End Time 11 pm
 Day 4: Day of Week Sunday Date June 4 Start Time Gate 12 pm End Time 8 pm

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

Day 1: Day of Week Monday Date June 5 Start Time 7 am End Time 5 pm
 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 during event hours End during event hours
- Amplified Music – Recorded Hours – Start during event hours End during event hours
- Carnival Booths/Rides Hours – Start during event hours End during event hours
- Other _____ Hours – Start _____ End _____

Sporting Activities

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

Vendors

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

Equipment

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

- Stage(s) Dance Floor(s) Portable Seating
- Fencing Tents & Canopies Portable Hand Wash Station
- Electrical Generators Portable Restrooms Other _____
- Animals on event grounds – Petting zoo, pony rides, horses, etc Explain: Service Animals/ Petting Zoo/Pony Rides
- Vehicles on event grounds – car show, etc Explain: Vehicles will tow in stage and sound, travel trailers, Auto sponsor will park vehicle at event
- I request overnight camping. Explain: On-site personnel with security to monitor equipment
- Public Address, Microphone, Loud Speaker(s)
- I request access to Orangevale Recreation & Park District water source
- I request Access to Orangevale Recreation & Park District electric source

INSURANCE

You will be required to provide appropriate insurance coverage as listed in the permit agreement. How do you plan to provide the required insurance for your event? Company has insurance - Butler Amusement will provide as well

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 underage drinking, and if you have an alcohol sponsor(s).

For events with expected attendance of over 200 per day, the following plans need to be submitted on a separate sheet.

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.

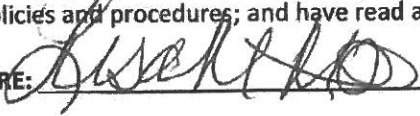
EVENT MARKETING PLAN

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, Lisa Montes (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:** 2/27/17

PERMIT AGREEMENT

This Agreement is made and entered into this 9th day of March 2017, 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 the Orangevale Chamber of Commerce, 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 Pow Wow Days community special event for the public on June 1-4, 2017; and

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 Pow Wow Days on June 1-4, 2017 (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 Sunday, May 28, 2017 and is required to complete Event take-down and cleanup by Monday, June 5, 2017 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 Monday, June 5, 2017 at 5:00 p.m.

Permittee shall be entitled to authorize the use of tents, camper trucks and trailers by exhibitors, concessionaires, and Permittee's officials from May 28 – June 5, 2017 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 June 5, 2017 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 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.

FEES

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 March 17, 2017, which Deposit shall be used to reserve the dates and pay for any damages associated with the terms of this Permit should said damages not be repaired by Permittee. The parties agree that the District can deduct the expense of repairing and/or replacing any property damage, claims and/or any other unpaid sums owed by Permittee under this Agreement from the Deposit with the balance returned to the Permittee within thirty (30) days of the last day of any repairs. Permittee shall forfeit all 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 two thousand two hundred and fifty dollars (\$2,250.00) (the "Rental Fee") no later than June 9, 2017.

If the event is cancelled for any reason more than ninety (90) days prior to the scheduled date, the District agrees it will refund the entirety of the Deposit paid pursuant to Paragraph 3 above.

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 June 1-4, 2017 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 Monday, May 29, 2017 with the District's representatives and the post-event inspection walk-through that will take place on Tuesday, June 6, 2017 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 Tuesday, June 6, 2017. 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 March 17, 2017 for review by the District. Any feedback on the layout for the Event shall be given no later than March 24, 2017. 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, May 5, 2017. 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 anyway 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.

NOTICE

17. 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

Orangevale Chamber of Commerce
9267 Greenback Lane # B91
Orangevale, CA 95662

NEGATION OF PARTNERSHIP

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

WAIVER

19. 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

20. 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.

21. 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.

22. 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.

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

24. 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**

**ORANGEVALE
CHAMBER OF COMMERCE**

By _____
Greg Foell, District Administrator

By _____
Jim Beilgard, President

STAFF REPORT



DATE: 3-9-17

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVAL OF THE AGREEMENT WITH ENTRAVISION – 101.9 THE WOLF MANAGED BY ALL EVENTS MANAGEMENT GROUP, INC. TO HOLD WOLF FEST 2017 MUSIC FESTIVAL SPECIAL EVENT IN ORANGEVALE COMMUNITY PARK ON JULY 15, 2017

RECOMMENDATION

Approve the Agreement with Entravision – 101.9 The Wolf managed by All Events Management Group, Inc. to utilize the Orangevale Community Park from Friday, July 14 through Sunday, July 16, 2017 to hold their Special Event: Wolf Fest 2017 Music Festival.

BACKGROUND

Lisa Montes, President of All Events Management Group, Inc. along with Entravision 101.9 The Wolf, has submitted a special event rental application to use Orangevale Community Park for Wolf Fest 2017. Historically this event has been held at the Orangevale Community Park since 2012 and has helped generate funds for several local non-profits. The event will be held Saturday, July 15, 2017 from 9 a.m. to 8 p.m. Set-up for the event will be Friday, July 14 from 7 a.m. to 8 p.m., with clean-up on Sunday, July 16 from 7 a.m. to 5 p.m.

This event will host live music, food, merchandise vendors, and alcoholic beverages contained within a fenced in area. The equipment utilized during this event will include, portable stage, fencing, electrical generators, lights, tents, canopies, portable restrooms, vehicles on the fields, and sound equipment. The event will also be utilizing OVparks electrical hook-ups and water at the park location. The expected attendance for this one day event is 5,000 people. The event will be ticketed for spectators with live music running from 12 noon to 8 p.m.

The fees associated with this special event use permit include:

7/14/17 - \$450, *for dropping off and leaving fencing/porta-potties on the grounds*

7/15/17 - \$900 Saturday, *day of the event*

7/15/17 - \$100, use of electric and water

7/16/17 - \$450 Sunday, *for the fencing/porta-potties left on the grounds*

\$1,900 rental fee total

If the Board approves the rental use for Entravision – 101.9 The Wolf managed by All Events Management Group, Inc. the provisions of the contract agreement will require them to follow current special event policies including ensuring the beer garden is enclosed, Alcohol Beverage Control permit, and insurance including liquor liability, as well as appropriate security for the duration of the time alcohol is served.

RECOMMENDED MOTION

I move we approve the agreement with Entravision – 101.9 The Wolf managed by All Events Management Group, Inc. to use Orangevale Community Park for their special event: Wolf Fest 2017 Music Festival from Friday, July 14 to Sunday, July 16, 2017, with the event date held on Saturday, July 15, 2017 and authorize the District Administrator to execute the contract documents.



Orangevale Recreation & Park District
 6826 Hazel Avenue Orangevale, CA 95662
 Phone (916) 988-4373 * Fax (916) 988-3496 * info@ovparks.com

Supplemental Special Use Application

This Special Use/Special Event Application shall be submitted in addition and as a supplement to the Standard Use of Facilities Application. 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.

DATE OF APPLICATION: February 27, 2017

CONTACT INFORMATION

Name of Applicant: Entravision 101.9 The Wolf
 Address: 1436 Auburn Blvd City/State/Zip: Sacramento CA 95815
 Phone #: 916-648-6036 Email: abalderas@entravision.com
 Sponsoring Organization/Company: Entravision 101.9 The Wolf
 Type of Organization: Non Profit Private Corporation Other _____
 Name of Event Organizer: All Events Plus - Lisa Montes
 Organization Web Site: 1019.com Organization Email: info@1019.com

EVENT DETAILS

Event Name: Wolf Fest 2017
 Type of Event: Concert Festival Celebration Run/Walk Other Music Festival
 Event Location: 7301 Orangevale Community Park, Orangevale
 Purpose of Event: Increase business awareness and provide opportunity for local service groups to raise money.
 Overall Estimated Attendance: 3500 Daily Adults 3000 Children 500
 How does the community of Orangevale benefit from this event? Local school organizations, non-profit groups and local Veterans have benefitted from this event. They are able to raise funds for their cause. The event - though sponsor support is able to provide service dogs to local Veterans
 Is this a Public or Private event? Public Private Other Ticketed
 Has this event been produced before? Yes No _____ If yes, previous attendance: 1500-3000
 If yes, list previous name, date and location of event: Country Music Festival 2012/2013 Wolf Fest 2014-2016
 Description of Event - Provide a detailed description of your event (i.e. listing of activities, entertainment, and vendors that will be included in your event, listing of any special equipment and structures, etc. You may attach additional pages or materials as needed. A family friendly event showcase Nashville recording artist for a day of Country Music, Vendors, Food and Exhibits. A portable stage, sound, fencing and portal potties are brought in to secure the park. Travel Trailers are provide for Artist behind stage and generators are brought in to provide power where needed. Security is provided during setup- show- tear-down. During show security is provide at a ratio of 1 officer - 149 attendees or as Sheriff specifies. All necessary permits, fire, alcohol, health and building permits are obtain as required.

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

Day 1: Day of Week Friday Date July 14, 2017 Start Time 7 am End Time 8 pm
 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 Saturday Date July 15, 2017 Start Time Gate 12 noon End Time 8 pm
 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 July 17 Start Time 7 am End Time 5 pm
 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 12 noon End 8 pm
- 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.....County of Sacramento Environmental Health permit
- Merchandise.....Must follow local & state laws
- Alcoholic Beverages.....Requires ABC & District permit and security

Equipment

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

- Stage(s) Dance Floor(s) Portable Seating
- Fencing Tents & Canopies Portable Hand Wash Station
- Electrical Generators Portable Restrooms Other _____
- Animals on event grounds – Petting zoo, pony rides, horses, etc Explain: Service Animals
- Vehicles on event grounds – car show, etc Explain: Vehicles will tow in stage and sound, travel trailers, Auto sponsor will park vehicle at event
- I request overnight camping. Explain: On-site personnel with security to monitor equipment
- Public Address, Microphone, Loud Speaker(s)
- I request access to Orangevale Recreation & Park District water source
- I request Access to Orangevale Recreation & Park District electric source

INSURANCE

You will be required to provide appropriate insurance coverage as listed in the permit agreement. How do you plan to provide the required insurance for your event? Company has insurance

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 underage drinking, and if you have an alcohol sponsor(s).

For events with expected attendance of over 200 per day, the following plans need to be submitted on a separate sheet.

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, Lisa Montes (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: 2/27/17

PERMIT AGREEMENT

This Agreement is made and entered into this **9th day of March 2017**, 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 **Entravision – 101.9 The Wolf managed by 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 **Wolf Fest 2017 Music Festival** community special event for the public on **Saturday, July 15, 2017**; and

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 **Wolf Fest 2017 Music Festival from Friday, July 14 through Sunday, July 16, 2017** (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 **Friday, July 14, 2017 at 7 a.m.** and is required to complete Event take-down and cleanup by **Sunday, July 16, 2017 at 5 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 **Sunday, July 16, 2017 at 5 p.m.**

Permittee shall be entitled to authorize the use of tents, camper trucks and trailers by exhibitors, concessionaires, and Permittee's officials from **Friday, July 14 through Sunday, July 16, 2017** 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 **Sunday, July 16, 2017 at 5 p.m.** **The Permittee agrees to an additional \$450 fee if additional set-up/tear-down days are needed.** 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.

FEES

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 **Friday, March 10, 2017**, which Deposit shall be used to reserve the dates and pay for any damages associated with the terms of this Permit should said damages not be repaired by Permittee. The parties agree that the District can deduct the expense of repairing and/or replacing any property damage, claims and/or any other unpaid sums owed by Permittee under this Agreement from the Deposit with the balance returned to the Permittee within thirty (30) days of the last day of any repairs. Permittee shall forfeit all 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 one thousand nine hundred dollars (\$1,900.00) (the "Rental Fee") no later than **Friday, May 12, 2017** (60 days in advance).

If the event is cancelled for any reason more than ninety (90) days prior to the scheduled date, the District agrees it will refund the entirety of the Deposit paid pursuant to Paragraph 3 above.

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 on **Saturday, July 15, 2017** 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 **Monday, July 10, 2017** with the District's representatives and the post-event inspection walk-through that will take place on **Monday, July 17, 2017** 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, July 17, 2017**. 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 **Friday, May 12, 2017** (60 days in advance) for review by the District. Any feedback on the layout for the Event shall be given no later than **Friday, May 19, 2017**. 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, May 12, 2017**. 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 anyway 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.

NOTICE

17. 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

Entravision
Angelica Balderas
SVP/GM-Sacramento
1436 Auburn Blvd Sacramento Ca 95815
Office: 916 648 6036
Cell: 916 508 8890
abalderas@entravision.com

AEMG, INC.
Lisa Montes
6129 Rich Hill Drive
Orangevale, CA 95662
(916) 934-2207
lisa@aemginc.net

NEGATION OF PARTNERSHIP

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

WAIVER

19. 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

20. 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.

21. 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.

22. 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.

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

24. 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**

ENTRAVISION

By _____ Date: _____
Greg Foell, District Administrator

By _____ Date: _____
Angelica Balderas, SVP/GM Sacramento

AEMG, INC.

By _____ Date: _____
Lisa Montes, AEMG, INC President