

**ORANGEVALE RECREATION & PARK DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 15, 2026**

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

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

1. CALL TO ORDER

2. ROLL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. PUBLIC DISCUSSION

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

6. MINUTES

a. Approval of the minutes of the Regular Meeting on September 17, 2026 (pg. 4-9)

7. CORRESPONDENCE

- a. Confidential envelope – Attorney billing
- b. Correspondence from Administrator Herz: Resignation of Lisa Montes from the Orangevale Recreation & Park District Board of Directors (pg. 10-14)
- c. Correspondence with Dr Pam Riggs-Manges: Orangevale Horse Arena Follow-up (pg. 15-23)
- d. California Association for Park & Recreation Indemnity (CAPRI) 2026 Board of Directors Election Ballot and Candidate Statements (pg. 24-32)
- e. Orangevale Times and American River Messenger Articles from September 2026 (pg. 33-34)

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

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

8.1 CONSENT MATTERS GENERAL FUND

- a. Ratification of Claims for September 2026 (pg. 35-36)
- b. Budget Status Report for September 2026 (pg. 37-38)
- c. Revenue Report for September 2026 (pg. 39)

- 8.2 OLLAD CONSENT MATTERS**
a. Ratification of Claims for September 2026 (pg. 40-41)
b. Budget Status Report for September 2026 (pg. 42-43)
- 8.3 KENNETH GROVE CONSENT MATTERS**
a. Ratification of Claims for September 2026 (pg. 44)
b. Budget Status Report for September 2026 (pg. 45)
- 9. PRESENTATION**
a. Preliminary Findings and Next-Steps in a Centrica Energy Solutions Study and Possible Approval of a Project Development Contract (pg. 46-56)
- 10. STANDING COMMITTEE REPORTS**
a. Administration & Finance – Next meeting possibly scheduled for November 17
b. Maintenance & Operation – Next Meeting to review PMMP delayed - TBA
c. Recreation Committee – Sept 22 2026 Meeting Recap (pg. 57-58)
Next meeting scheduled for November 17
d. Personnel & Policy – No Report.
e. Government – No Report.
f. Planning Committee – No Report.
g. Trails Committee – No Report.
h. Ad Hoc Committee – Assign Ad Hoc Committee for Board Vacancy Interview Process
- 11. ADMINISTRATOR’S REPORT**
a. Monthly Activity Report – September 2026 (pg. 59-62)
b. OVparks Photos of Interest – September 2026 (to be presented at meeting)
- 12. UNFINISHED BUSINESS**
a. Kenneth Grove Improvements Update (verbal)
b. Wildfire Reeducation Plan Update (verbal)
c. Parking Lot Projects Update (verbal)
d. Youth Center Playground Project Update (verbal)
- 13. NEW BUSINESS**
a. Discuss Board Vacancy and Review Plan to Appoint New Director. (verbal)
b. Election of Board of Directors Vice Chairperson for the Remainder of 2026 (pg. 63)
c. Review Options to Complete the Orangevale Community Center Roof Project and Possible Approval of the Quote from the Lowest Qualified Bidder. (pg. 64)
d. Approval of the Agreement with All Events Management Group to hold Orangevale Summer Palooza Event in Orangevale Community Park on May 21 – May 23, 2027. (pg. 65-76)
e. Approval of the Agreement with All Events Management Group to hold Orangevale Bow Wow Days in Orangevale Community Park on September 18, 2026 (pg. 77-88)
f. Approval of the Agreement with All Events Management Group and the Orangevale History Project to Rent Building 2 and Adjacent Grassy Area for a Night at the Museum Event on September 10, 2026 (pg. 89-100)
- 14. DIRECTOR’S AND STAFF’S COMMENTS**
- 15. ITEMS FOR NEXT AGENDA**
a. Schedule Special Meeting on November 16, 2026 for Appointment of Board of Directors Vacancy

16. **ADJOURNMENT**

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

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

Directors can be reached at: director@ovparks.com

Sharon Brunberg

Manie Meraz

Arica Presinal

Mike Stickney

VACANT

ORANGEVALE RECREATION & PARK DISTRICT

Minutes of Meeting of Board of Directors September 17, 2026

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on September 17, 2026 at the District Office. Director Brunberg called the meeting to order at 6:30 p.m.

Directors present:	Brunberg, Stickney, Meraz, Presinal, Montes
Directors absent:	None
Staff present:	Becky Herz, District Administrator Jason Bain, Recreation Manager

3. **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was conducted.

4. **APPROVAL OF AGENDA**

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

MOTION #1

5. **PUBLIC DISCUSSION**

Kristin Marin, President of American River Girls Softball Association, spoke on behalf of the organization. She discussed the partnership between the Association and the District, AB 2404, field maintenance and base-sleeves at Coleman Field, and a desire for additional field use.

Admin Herz verified that at OVparks is AB 2404 compliant, and explained that OVparks has available field space, with rental prices that are comparable to neighboring Districts. The Association is encouraged to continue working with Manager Bain.

6. **MINUTES**

MOTION #2

- a) Approval of Minutes of August 20, 2026 (pg. 3-13): On a motion by Director Montes seconded by Director Stickney, the minutes were approved by a vote of 5-0-0 with Directors Stickney, Brunberg, Presinal, Montes and Meraz voting Aye. There were no Nays or Abstentions.

7. **CORRESPONDENCE**

- a) Correspondence to William Cho: Misuse of OVparks Logo (pg. 14): Administrator Herz reported on correspondence with William Cho, a Board Member of Arden Manor Recreation and Park District, concerning the use of the Orangevale Recreation & Park District's logo in a misleading political video. Administrator Herz reported that Mr. Cho was provided with a cease-and-desist request regarding the use of the District's logo. Following receipt of the request, and after no response was received, Admin. Herz addressed the matter at an Arden Manor Recreation and Park District Board Meeting. Other Arden Manor Board

Members disagree with the use of the video, but do not control Mr Cho's actions. Mr. Cho has not removed the video from his fundraising sites, but has subsequently added a disclaimer to the page with the video.

The Board discussed the matter and requested that Administrator Herz look into reporting Mr. Cho's actions to the Fair Political Practices Commission (FPPC) on behalf of the District.

- b) Correspondence from Ben Austin: Shady Oaks Disc Golf Tree Protection (pg. 15). Admin. Herz reported that Ben Austin, a disc golf player, expressed interest in working with the District to identify ways to protect trees at the disc golf course. Further discussion on this matter is on hold until Superintendent Oropeza returns to work.
- c) Notice from CAPRI: 2026 CAPRI Board of Directors Elections (pg. 16). Administrator Herz advised the Board that CAPRI is soliciting nominations for its board. No Board members expressed immediate interest.
- d) Orangevale Times articles Aug 14 & 28 (pg. 17-18). Admin. Herz highlighted an article regarding the upcoming Aging Well Symposium on October 3rd and noted ongoing regular program and activity article.

**8. CONSENT
CALENDAR**

MOTION #3

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

**8.1. CONSENT
MATTERS
GENERAL FUND**

- a) Ratification of Claims for August 2026 (pg. 19-20)
- b) Budget Status Report for August 2026 (pg. 21-22)
- c) Revenue Report for August 2026 (pg. 23)

**8.2. OLLAD
CONSENT
MATTERS**

- a) Ratification of Claims for August 2026 (pg. 24-25)
- b) Budget Status Report for August 2026 (pg. 26-27)

**8.3. KENNETH GROVE
CONSENT
MATTERS**

- a) Ratification of Claims for August 2026 (pg. 28)
- b) Budget Status Report for August 2026 (pg. 29)

**9. STANDING
COMMITTEE
REPORTS**

- a) Administration & Finance – Schedule next meeting for November (review OPFM)
- b) Maintenance & Operation – Next Meeting delayed - TBA (review PMMP)
- c) Recreation Committee – Next Meeting scheduled for Sept 22 at 2:00pm

- d) Personnel & Policy – Sept 8, 2026 Meeting Recap (pg. 23). The Committee reviewed the Personnel Policy Manual. The proposed 2027 update includes a Youth Protection and Boundaries Policy and other minor revisions. Presentation to the Board will be deferred pending potentially applicable legislation; the Committee may meet again before presentation. The Committee also met in a closed session, with any reportable actions to be addressed during the closed session portion of the meeting. The Committee also briefly reviewed implementation of the Workplace Rights Notice Policy, which is maintained as a standalone policy rather than incorporated into the Personnel Policy Manual.

Administrator Herz continues to explore available options and potential providers in an effort to establish a 457 deferred compensation plan for District employees. No final option has been identified at this time.

- e) Government – No Report.
- f) Planning Committee – No Report.
- g) Trails Committee – No Report.
- h) Ad Hoc Committee – No Report

10. ADMINISTRATOR'S REPORT

- a) Monthly Activity Report – August 2026 (pg. 31-36):
Admin Herz updated that much of the month's work focused on preparation for upcoming major projects. Staff met with Garland regarding the roofing project and with Kelly Oakes regarding the playground project. Manager Bain and Admin. Herz met with Centrica to discuss a District-wide utilities assessment.

PMII Arce has assumed the lead role for the Kenneth Grove project. Admin. Herz and Admin. Analyst Harling have been working with Benefits Bridge for the upcoming open enrolment period. Manager Bain completed the CPRP (Certified Park and Recreation Professional) examination and is now a nationally certified Park and Recreation Professional.

Manager Bain reported that the Big Wheels & Mighty Machines event was well attended, with more than 300 participants. The event also provided an opportunity for community outreach regarding the Youth Center playground project.

Manager Bain advised that middle school volleyball is underway, and Top Notch Basketball has resumed. The annual Rummage Sale is coming up. He also reported that revenue is tracking in line with projections, with no significant variances above or below expectations. Overall, the District remains on track with its revenue projections.

Admin. Herz shared photos of the Get Up & Go trip to San Francisco for whale watching, Big Wheels & Mighty Machines event, Rec'ing Crew, Supervisor Rodriguez Community Outreach meeting, the fire abatement work at Rollingwood, and the end of season potluck with Aquatics and Recreation staff.

Administrator Herz provided an update on upcoming events and activities. The Rummage Sale will be held September 19th, followed by Bow Wow Days on September 26th and the Aging Well Symposium on October 3rd. Family Fright Night is scheduled for October 16th. The District will also host elections from October 30th through November 4th.

11. UNFINISHED BUSINESS

- a) Orangevale Community Center Low Slope Roof Sections Project (verbal): Admin. Herz reported that the District met with Dan from Garland regarding the Community Center roof project. The RFP has been opened, and representatives from six companies conducted site visits. It is anticipated that the construction proposal will be presented at the next Board meeting.
- b) Kenneth Grove Improvements Update (verbal): Admin. Herz reported that the Kenneth Grove Improvement Project is scheduled for September 19th. One lane of Greenback Lane will be closed during the project, with approximately 40 to 60 volunteers expected to participate.
- c) Municipal Service Review (MSR) Update (verbal): The District's review has been delayed several months due to staff turnover at LaFCo. Once a draft is available, it is anticipated that the Government and Planning Committee will review the document prior to presentation to the Board.

12. NEW BUSINESS

- a) Review and Final Design and Approval of Equipment Quote from Game Time for the Youth Center Park Playground Project (pg. 37-43). Administrator Herz provided an update on the community outreach regarding the playground equipment design. The final design incorporates all components receiving more than 20 community votes. Two Color palettes were presented to the Board, with no difference in cost between the options. The equipment quote from GameTime is \$57,172.49, including shipping and tax, and reflects a \$45,000.00 GameTime grant.

MOTION #4

On a motion by Director Montes, seconded by Director Stickney, the Review and Final Design and Approval of Equipment Quote from GameTime for the Youth Center Park Playground Project with Color Palette A, was approved by a vote of 4-1-0 with Directors Stickney, Montes, Presinal, and Meraz voting Aye. Director Brunberg preferred Color Palette Option B and voted Nay. There were no Abstentions.

- b) Approval of Equipment and Installation Quote from Recreation Project Services for the Youth Center Park Playground Project (pg. 44-45).

MOTION #5

On a motion by Director Montes, seconded by Director Brunberg, the Approval of Equipment and Installation Quote from Recreation Project Services for the Youth Center Park Playground Project and directing the Administrator to move forward with the project, was approved by a vote of 5-0-0 with Directors Stickney, Montes, Presinal, Brunberg, and Meraz voting Aye. There were no Nays or Abstentions. There were no Nays or Abstentions.

- c) Approval of Engineered Playground Fiber Quote from Applied Landscape Materials, Inc. for Youth Center Park Playground Project (pg. 46-47).

Staff obtained pricing from three local companies for playground fiber material for the Youth Center Playground Project. Applied Landscape Materials, Inc. provided the most affordable price per square foot. The figures are estimates based on approximate area measurements. The selected company will come to the site and take the final measurements.

MOTION #6

On a motion by Director Montes, seconded by Director Stickney, the Approval of Engineered Playground Fiber Quote from Applied Landscape Materials, Inc. for Youth Center Park Playground Project, was approved by a vote of 5-0-0 with Directors Stickney, Montes, Presinal, Brunberg, and Meraz voting Aye. There were no Nays or Abstentions. There were no Nays or Abstentions.

- d) Approval of the Quotes from Arrow Construction for Parking Lot Projects at Orangevale Community Park and Orangevale Community Center Park (pg. 48-51).

Administrator Herz stated that OVparks reached out to three companies for quotes for the parking lot work and received two responses. Because this is an informal bid and remains below the CUPCCAA threshold, it was determined that contacting three companies satisfies best-practice procurement procedures. Arrow Construction provided the lowest quote for both projects. Admin. Herz recommended proceeding at this time so the work can be completed in October.

MOTION #7

On a motion by Director Montes, seconded by Director Brunberg, the Approval of the Quotes from Arrow Construction for Parking Lot Projects at Orangevale Community Park and Orangevale Community Center Park, was approved by a vote of 5-0-0 with Directors Stickney, Montes, Presinal, Brunberg, and Meraz voting Aye. There were no Nays or Abstentions. There were no Nays or Abstentions.

- e) Approval of a Quote to Modify the Gas System on the Orangevale Community Center Roof (written material to be provided at meeting).

Administrator Herz stated that Superintendent Oropeza contacted approximately five companies regarding the project to modify and

relocate the existing gas line to accommodate the future Community Center roof project. Several companies contacted do not perform prevailing-wage work; however, staff obtained two qualifying quotes. Admin. Herz recommended proceeding with the lower quote from Fletcher's Plumbing and Contracting for \$19,500.

MOTION #8

A motion was made (and then withdrawn) by Director Brunberg, seconded by Director Stickney, for the Approval of a Quote to Modify the Gas System on the Orangevale Community Center Roof from Fletcher's Plumbing and Contracting for \$19,500.

During discussion, Directors Stickney, Montes, and Brunberg had additional questions about the disclaimers in the contract and the project scope. Admin Herz stated that she did not have adequate information to answer the questions presented. She advised that the item could be delayed and brought back to the Board next month if more information was needed.

MOTION #8 Withdrawn

Director Brunberg withdrew the motion.

13. CLOSED SESSION

- a) Closed Session pursuant to Government Code Section 54957 District Administrator Employment.

The Board went into closed session at 7:32 pm.

**14. RESUME PUBLIC
SESSION &
ANNOUNCE
ACTIONS FROM
CLOSED SESSION**

- a) Closed Session pursuant to Government Code Section 54957

The Board resumed public session at 8:08 pm.

No action was taken.

**15. DIRECTOR AND
STAFF COMMENTS**

None

**16. ITEMS FOR NEXT
AGENDA**

- a) Tree protection at Shady Oaks Disc Golf Course.
b) Community Center Low Slope Roof Sections Project construction proposal.

17. ADJOURNMENT

MOTION #9

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 8:09 p.m. On a motion by Director Brunberg, seconded by Director Stickney, the adjournment was approved by a vote of 4-0-1 with Directors Stickney, Presinal, Brunberg, and Meraz voting Aye. There were no Nays or Abstentions. Director Montes was absent.

Becky Herz

From: Becky Herz
Sent: Friday, September 25, 2026 5:03 PM
To: Becky Herz
Subject: Notice to OVparks Board of Directors
Attachments: Director Montes Resignation.pdf; Board Vacancy Policy Information.docx; Timeline to fill Board Vacancy 2026.docx

Dear OVparks Board Members,

I am writing to inform you that Director Lisa Montes has resigned from the Orangevale Recreation & Park District Board of Directors, effective 9/23/26.

Sharon and I spoke with Lisa yesterday, for verbal confirmation and to express our gratitude for her 14 years of service to the community. I then proceeded to contact Sacramento County to verify protocol and procedures. I now have verification that, due to the timing of the resignation, this is our path forward:

We will have 60 days to appoint a new Board Member, who will serve the remainder of Lisa's term (to the Nov 2028 election). I have attached the following information pertaining to the process:

1. Lisa Montes' letter of resignation
2. Policy information about filling vacancies
3. A timeline for OVparks to fill this vacancy

Thank you,

Becky Herz, CPRP (she, her)

District Administrator

Orangevale Recreation & Park District

6826 Hazel Avenue, Orangevale CA 95662

916-988-4373, FAX 916-988-3496

www.OVparks.com



Becky Herz

From: Lisa Montes [REDACTED]
Sent: Wednesday, September 23, 2026 3:50 PM
To: 'Sharon Brunberg'; Becky Herz
Subject: Form Resignation From Board of Directors Position

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September 22, 2026

Orangevale Recreation & Park District

Board of Directors
6826 Hazel Avenue
Orangevale, CA 95662

Dear Chair Brunberg, Board Members and District Staff,

Please accept this letter (email) as my formal resignation effective immediately from my elected position as a member of the Orangevale Recreation & Park District Board of Directors, due to a change in personal circumstances.

After **14 years of service**, this decision comes with many emotions. It has truly been an honor and a privilege to serve the Orangevale community and to be part of the District's growth, accomplishments, and continued commitment to providing parks, recreation, programs, and opportunities that enrich the lives of those who call Orangevale home.

Over the years, I have had the opportunity to work alongside dedicated fellow Board members, District staff, volunteers, community partners, and residents who genuinely care about Orangevale. I am incredibly grateful for the relationships that have been built, the challenges we have worked through together, the milestones we have celebrated, and, most importantly, the memories made along the way.

While I am stepping away from my role as an elected Director, I am not stepping away from my commitment to the Orangevale Recreation & Park District or the community it serves. My intention is to continue supporting ORPD in other ways that allow me to remain connected, contribute where I can, and champion the important work of the District.

I leave this position with tremendous gratitude for the trust the community placed in me throughout these 14 years. Serving on this Board has been an important part of my journey, and I will always be proud of what we have accomplished together.

Thank you to everyone who has been part of this chapter with me. **Thank you for the memories, the friendships, the lessons, and the journey.** I will carry them with me always.

Regarding any inquiries that may arise concerning my resignation, I respectfully ask that the District simply communicate that my decision is **due to a change in personal circumstances**. I appreciate your respect for my privacy and ask that no further details or speculation be provided on my behalf.

It has been my sincere honor to serve.

With gratitude and appreciation,

Lisa Montes

OVparks OPPM Policy 4.2 Vacancies:

Public Resources Code Section 5784.3 provides that any vacancy in office of an elected member of the Board of Directors shall be filled as provided for in Government Code Section 1780. The events causing a vacancy of office are set forth in detail in Government Code Section 1770. Examples of actions causing a vacancy of office, include, but are not limited to the following: (1) the resignation of that office by a Board member; (2) a Board member ceases being a voter of the District; (3) the death of the Board member; and (4) the removal of the Board member from office.

When a vacancy occurs, the District shall notify the Sacramento County elections officials that a vacancy exists no more than fifteen (15) days from the date the Board is notified of the vacancy and/or the effective date of the vacancy, whichever date is later.

Once a vacancy has occurred and notice to the County elections official has been made, the remaining Board members may fill the vacancy provided such appointment is within sixty (60) days of occurrence of the vacancy. Notice of the vacancy shall be posted in three conspicuous places in the District no later than fifteen (15) days prior to the appointment being made. The District shall notify the Sacramento County elections official of an appointment within fifteen (15) days of any appointment. Any person appointed by the Board shall hold office until the next general election which is 130 days or more from the date of notification of the vacancy to the County elections official. If a quorum does not exist to make an appointment by the remaining board members, the Board of Supervisors may waive the sixty (60) day period and either appoint enough board members to make a quorum or call an election.

The District may decide to fill the vacancy by calling a general election. If the District decides to call an election in lieu of making an appointment, any election called shall be held on the next established election date that is 130 days or more after the vacancy occurs. A person elected to fill a vacancy in this manner shall serve for the remainder of the term for that particular seat.

If a vacancy is not filled by the District or an election called within sixty (60) days, the Board of Supervisors may fill the vacancy within ninety (90) days of the vacancy or may order the District to call an election. If within ninety (90) days of the vacancy no appointment has been made, the District must call an election.

Link to Government Code for Public Officers Vacancies:

[California Code, GOV 1780](#)

Orangevale Recreation & Park District Timeline to fill Board Opening

<u>DATE</u>	<u>TASK</u>	<u>STATUS</u>
9/23/26	Board Member Letter of Resignation received.	Verified 9/24
9/25/26	Board of Directors and Sacramento County Election Officials notified.	Completed
9/29/26	Finalize the written announcement and application process.	
9/30/26	Post the written announcement • Community Center (2) • Activity Building (1) • Website • Social Media	
9/30/26	Submit Public Announcement to OV Times and CH Messenger for publication.	
9/30/26 – 10/30/26	Application period when we will accept candidate applications.	
10/15/26	Establish Ad Hoc committee to review applications and interview questions.	
11/02/06	Hold Ad Hoc committee meeting to review applications and interview questions.	
11/03/06 – 11/05/26	Notify candidates of interview process.	
11/16/26	Hold candidate interviews at a Special Board Meeting. Board can motion and vote at this meeting to appoint the new Director.	
11/17/26 – 12/4/26	All necessary forms are completed and sent to the County by staff.	
12/10/26	New Director and incumbents to be sworn in at Regular Board Meeting.	

Rev. 9/25/26

Becky Herz

From: Pamela Riggs [REDACTED]
Sent: Monday, September 21, 2026 4:28 PM
To: Becky Herz
Cc: Quinn Piccinonno; [REDACTED] Horacio
Oropeza; director@ovparks.com
Subject: Fwd: Orangevale Horse Arena Follow-Up

Follow Up Flag: Follow up
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EXTERNAL SENDER WARNING. This message was sent from outside your organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Hi Becky,

Just checking in on the status of the OV horse arena.
Are we able to start fundraising?
Will we be using the non profit account previously discussed in the open forum meeting?

The horse community would like to have it completed before the winter rains and before the quote from Ranch Cal Excavating expires. I have been discussing fundraising with the community and feel the money can be raised very quickly. Is it possible for us to proceed? Are there any requirements to abide by for fundraising efforts?

It is also a concern about the maintenance of the arena once it is completed. Do we need to raise additional funds to help with the cost? Will someone on your staff be properly trained on how to use the new arena drag?

Please let me know the current status of this project, if we need to have another public meeting to further discuss. This community is very excited to get this project started.

Best regards,

Dr. Pam Riggs-Manges DC CAC

Sent from my iPad

Begin forwarded message:

From: Pamela Riggs [REDACTED]
Date: September 1, 2026 at 1:51:17 PM PDT
To: Becky Herz <becky@ovparks.com>, quinn@ovparks.com
Cc: quinn@ovparks.com
Subject: Fwd: Orangevale Horse Arena Follow-Up

I am willing to participate in all 5. I have zero fundraising experience, so would have to be on a team.

Biggest two concerns:

How quickly you can authorize the work and how can you guarantee the continued weekly maintenance necessary to ensure the usability of the arena.

Thank you,
Dr. Pam Riggs DC CAC
Sent from my iPad

Begin forwarded message:

From: [REDACTED]
Date: August 22, 2026 at 11:22:16 AM PDT
To: [REDACTED]
Subject: Fwd: Orangevale Horse Arena Follow-Up

Here's the letter about the arena

----- Original Message -----

Subject:Orangevale Horse Arena Follow-Up
Date:2026-08-22 00:35
From:Becky Herz <becky@ovparks.com>
To:Quinn Piccinonno <Quinn@ovparks.com>

Hi Horse Arena enthusiasts

I have an update since our Outreach Survey and Outreach Meeting in July - regarding the Orangevale Horse Area:

With help from Dr Pam Riggs-Manges, Ranch Cal Excavating has evaluated the Horse Arena and submitted a proposed plan to rehabilitate and regrade the arena and relocate some sand to the round pen.

The project would cost \$10,000.

Ranch Cal Excavating also provided a quote for weekly grooming: \$400 per week (after rehabilitation)

Based on the feedback from the Outreach Meeting – the plan will be to work together to facilitate the rehabilitation and regrading of the arena first, and then consider ways to support more frequent arena grooming.

As discussed at our outreach meeting, OVparks has very limited funds: The District is heavily relying on the Orangevale Landscape and Lighting Assessment District (OLLAD), which has not increase since it was established in 1992.

As anticipated, support/fundraising from the equestrian community will be needed if we want to proceed with this project. I would like to propose that: If horse area users are able to fundraise \$8,000, OVparks should be able to allocate \$2,000 towards the contractor costs plus and provide the staff time necessary to implement the project (pending Board approval). I can assist with initially connecting people who are interested in fundraising and reviewing with you some fundraising options to make that happen.

If you are passionate about supporting the Orangevale community through rehabilitating and regrading at the Orangevale Horse Area, let us know how you would be interested in contributing:

1. Lead fundraising and/or be part of a fundraising committee
2. Assist with outreach and finding donations if/when a fundraising committee is activated
3. Directly donate money to the project
4. Lead and/or be part of a committee that organizes community service work-project(s) at the Horse Arena
5. Participate in community workday(s) at the Horse Arena
6. Other _____ (Please identify any other way you would like to help)

Please responses to both me and Quinn Piccinonno (becky@ovparks.com; quinn@ovparks.com)

Thank you,

Becky Herz, CPRP (she, her)
District Administrator

Orangevale Recreation & Park District
6826 Hazel Avenue, Orangevale CA 95662
916-988-4373, FAX 916-988-3496
www.OVparks.com

Becky Herz

From: Pamela Riggs [REDACTED]
Sent: Sunday, September 27, 2026 2:10 PM
To: director@ovparks.com; Becky Herz; Quinn Piccinonno; Horacio Oropeza
Cc: [REDACTED]
Subject: Fwd: OVParks Horse Arena Fundraising Team

Some people who received this message don't often get email from [REDACTED] [Learn why this is important](#)

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Thank you for your recent reply. We, the OV horse arena community are clear that the \$10,000 which was indicated for sand, no longer exists. What we would like to see happen next is the pertinent information required to obtain board approval for the project, get fundraising underway, set a date for the project to begin (hopefully this year before the rain season hits) and to establish an ongoing maintenance program. Not quite sure why no funds have been allocated to the arena for the 26/27 year, but that is another subject to discuss in the future.

The OV arena horse community that has been participating in these discussions feels very strongly that we can have the \$8000 funds raised in 30 days. Therefore, Board approval at the October meeting would be the goal, with the arena project starting hopefully early November, before the rains.

At this time the consensus is to use the OV Parks fund and add a separate category for the arena. What we would like to know is how do we guarantee that the funds will go to the arena and not other projects? We would also like to know the breakdown of the administrative fees, costs and percentages. How much of every dollar raised goes to fees?

As it has been discussed, part of the problem with the arena is ongoing maintenance. It is one of the reasons why the arena is in as bad of shape as it is. The current maintenance schedule is ineffective. Therefore, it only makes sense to do a Request for Proposals as soon as possible.

As it is still a mystery, what is the current arena grooming schedule, excluding the grooming for shows, which we would have to assume is part of their fee to rent it. What is the current cost for the OV parks to properly groom the arena? Is the money received by the OV Parks for arena rental put back into the maintenance of the arena or is it put in the general fund? We also know the employees grooming the arena need training and with proper training and consistency, the time required to groom the arena should be reduced considerably.

It seems that \$350 per week for the arena grooming is high for weekly maintenance done by the OV parks considering the equipment is local and you have a hourly/salaried staff. Not to mention, you only charge \$220 to rent the arena per day which includes the grooming. Please provide a breakdown of how you reached that figure.

We understand that the maintenance portion of this discussion and future meetings with the OV Parks Board and maintenance staff are required. What we are looking for is acknowledging that it is a necessary step and working towards a consistent grooming schedule that will allow the arena to be properly maintained, after the regrading project is complete, and is implemented annually in the budget.

To Conclude:

1. Board approval at the October meeting for \$8000 donation and \$2000 from the OV Parks to sign the contract and have Ranch Cal Excavating regrade the arena and round pen and redistribute the existing sand preferably before the winter rains come.
2. Establish a horse arena category with the OV Parks Funds and notify us what the fees associated with the fund are. Create a QR code for direct donations
3. Provide any requirements for fundraising
4. Provide a current grooming schedule, excluding days that the arena is rented
5. Provide a current cost analysis for one arena grooming, and a breakdown of cost for the proposed \$350 per week grooming done by the OV Parks for the suggested new arena grooming schedule.
6. If the OV horse community raises additional funds for arena grooming, what requirements would an outside vendor need to provide in order to provide the service?
7. Is it possible to hire a part time employee, solely responsible for arena maintenance, paid for by donations from the community, that can use the existing equipment for arena maintenance? (2-4 hours per week)

Thank you for your continued assistance in moving this project forward.

Dr Pamela Riggs-Manges DC CAC
Orangevale

Sent from my iPad

Begin forwarded message:

From: Becky Herz <becky@ovparks.com>
Date: September 21, 2026 at 8:06:28 PM PDT
To: Pamela Riggs [REDACTED]
[REDACTED]
Cc: Quinn Piccinonno <Quinn@ovparks.com>
Subject: OVParks Horse Arena Fundraising Team

Thank you for responding to my email a few weeks ago about fundraising to help make improvements to the Orangevale Horse Arena – And thanks Heather and Pam for the extra nudge to follow up today.

The 3 of you have expressed interest in assisting with fundraising – so my goal here is to get us all up-to-speed ... and to try to get a system in place soon.

First – Based on your responses, it seems that my attempt to summarize the OVParks funding mechanism at the outreach meeting in July has caused some misunderstanding.

To clarify: *last* year OVparks had funds earmarked for sand at the area, but those funds were not used. The funds do not carry over year-to-year - they return the General Fund fund-balance and are reallocated. At our outreach meeting I stated that I *hoped* I could role *some* of those funds into the Horse Arena this year. Unfortunately, the Period 13 revenues came in lower than predicted in our Preliminary Budget (the exact opposite of what happened a few years ago, when we were able to purchase the groomer because revenues were higher than expected). The FY 26/27 Final Budget does not have funds earmarked for the Horse Arena.

Therefore, my proposal for the rehabilitation work is: If horse area users are able to fundraise \$8,000, OVparks should be able to allocate \$2,000 (from Land Improvement/Maintenance funds) towards the contractor costs and provide the staff time necessary to implement the project (pending Board approval). I base this proposal on the current budget and on my history of successfully achieving Board approval for projects when substantial additional funding is granted—but I *cannot guarantee* Board approval at this time. If this group believes that \$8,000 is a reasonable fundraising goal, I can bring the idea to the Board in October. We could start fundraising sooner, but I need Board approval to sign the \$10K service contract with Ranch Cal Excavating. We could also hold off on fundraising until the Board weighs in if you prefer.

Second – Both Pam and Heather inquired about ongoing upkeep AFTER the re-habilitation project takes place. While Ranch Cal Excavating quoted \$400 per week if we hire them to groom weekly, I am confident that the District can accomplish this for \$350 per week. Ranch Cal Excavating is even willing to do some training with our staff to improve the quality of our in-house grooming. My recommendation is that this group sets a goal to fundraise an additional \$4,200 per year to subsidize the grooming that already happens with an additional 12 groomings per year. Then, the District could set up a system where we groom approx. every-other-week. If the community would like to try for a higher frequency, we could increase the annual fundraising goal accordingly, but I am hesitant to ramp-up too quickly due to the complexity of our staffing situation. I would like to make it clear, that even with extra subsidies for grooming, the District *cannot guarantee* a precise grooming cadence. Please note, this idea would also need to go to the Board for approval.

Ultimately, if a consistent weekly grooming schedule is necessary, I will need to set up a Request for Proposals (and RFP) to put an ongoing service contract in place. Unfortunately, I am too backlogged to provide a timeline to accomplish that right now. If hiring an outside service to perform grooming is needed to proceed with the rehabilitation project, we can put this project on the backburner and revisit it later.

Third – I would like to recommend that we conduct the fundraising through our associated non-profit: the OV Parks Fund. This is a program formed in partnership with the Orangevale-Fair Oaks Community Foundation 501(c)3 that already takes donations for OVparks park projects and recreation scholarships. It would allow all donations to be tax-deductible. I have not brought this idea to the OV Parks Fund Advisory Committee yet, but if all 3 of you like the idea, I can move forward with that right away.

Here is a link to the current donation page: [Orangevale Parks Fund](#)

You will see that people can choose specific programs in the drop-down menu. I believe we could ask the Fund to add a Horse Arena drop-down option to make it easier. We could make a QR code on outreach materials that links directly to this page.

Please note – there are administrative fees associated with the Fund (to cover all credit card fees, government filing, marketing, oversight, etc). If someone would like to start a separate 501(c)3 to do Horse Arena fundraising, we could talk about that, but that would be notably more complicated.

To move forward, please let me know:

1. How would you like to proceed with fundraising?
 - a. Request to partner with the Orangevale Parks Fund (ASAP)
 - b. Start a new 501(c)3 organization dedicated to the Horse Arena (we will need volunteers to do this)
 - c. Wait until I can publish and RFP for grooming services to start fundraising

2. Would you rather set our first fundraising goal at:
 - a. \$8,000 for rehab only
 - b. \$12,200 for rehab and a year of extra grooming (we can re-visit the frequency after a year and discuss options to increase)
 - c. Something else

Becky Herz

From: Becky Herz
Sent: Monday, October 5, 2026 2:48 PM
To: Pamela Riggs
Cc: [REDACTED] director@ovparks.com;
Quinn Piccinonno; Horacio Oropeza
Subject: RE: OVparks Horse Arena Fundraising Team

Dr Pamela Riggs-Manges,

Thank you for your reply.

Through the community outreach meeting in July, OVparks identified the rehabilitation of the arena footing as the top priority for the 13 people (including 6 Orangevale residents) in attendance. All those present agreed with the plan to find a professional to recommend what was needed to improve the footing, and then discuss fundraising for a footing rehabilitation project. While many horse arena users expressed a desire for more frequent grooming, it was understood at the end of the meeting that addressing grooming would not happen right away. You followed up by finding a company that proposed rehabilitating the arena, which is greatly appreciated. I have been working on providing an option for fundraising for quick implementation.

The latest email communications differ from this simple plan, and call for a comprehensive strategy instead. This creates the need for the District to step back and analyze the entire project as a whole to plan for renovation and ongoing maintenance, which will take some time to establish.

Additionally, this most recent email addressed to the OVparks Board of Directors suggests blurred lines between fundraising and District operations. OVparks is a government agency, tasked with serving the full community of 37,000 residents. It is important to establish separation between donations from a special interest group and the District's priorities and procedures.

To allow the time needed to develop a comprehensive strategy, and to clear up the appropriate boundaries between donations and District operations, this is how I will proceed:

- 1) I have confirmed that the OV Parks Fund can add a drop-down donation category for Horse Arena. I will connect the 3 of you who expressed interest in fundraising with Teresa Anderson from the Orangevale – Fair Oaks Community Foundation and the OV Parks Fund Committee in a separate email. Teresa will be your OV Parks FUND contact, and she can provide information about how the non-profit operates and allocates funds, so that you can determine if you would like to work with them to support projects in the OVparks horse arena.
 - a. If you pursue working with the OV Parks Fund, discussions about utilization of any donated funds will take place between OVparks and the FUND. This relationship is already designed to meet the appropriate laws and practices that regulate both government agencies and non-profit organizations. This process has proven to be successful in both project-completion and community satisfaction for projects including the OCCP tree planting and the Kenneth Grove mural.
 - b. If you pursue an alternate 501(c)3 organization, OVparks will evaluate the option of working with that organization as well.
- 2) I will add "Horse Arena Footing Rehabilitation" to the District's Capital Improvement Project (CIP) list. It will be evaluated and priority-ranked by the Finance Committee and the full Board. Like all projects on the CIP list – even if it is not in a position of top-ranking - it can be considered by the Board for expediting if additional funding comes in to support the project. The Board can consider moving forward with a project to renovate the footing if additional funding outside of the general fund becomes available.

- 3) I will work with my staff to continue to improve their knowledge of grooming techniques, to provide the best service possible with our limited staff and budget.
- 4) I have noted that “Horse Arena Grooming” should become a section of the Park Maintenance Management Plan (PMMP), which the District is currently in the process of developing.

Thank you for the time and effort you have already put into this. I look forward to continuing to work with you, the extended community of horse arena users, and the Orangevale community at large.

Thank you,

Becky Herz, CPRP (she, her)

District Administrator

Orangevale Recreation & Park District

6826 Hazel Avenue, Orangevale CA 95662

916-988-4373, FAX 916-988-3496

www.OVparks.com



CAPRI 2026 Election Ballot - Due November 2, 2026

As you may recall, this is an election year for the [CAPRI Board of Directors](#). The seats currently up for election are the three Director positions that are categorized based upon [member agency contributions to the CAPRI programs](#) (i.e. WC premiums + GL & Property premiums = total contribution).

The nomination window for these three Board positions closed on October 2, 2026 and we received five nominations. Click on each name below to learn more about the candidates.

2026 Candidates:

- [Jim Friedl](#), Conejo Recreation & Park District
- [Seanzell Lewis](#), Greater Vallejo Recreation District
- [Brandy Hosack](#), Arcade Creek Recreation & Park District
- [Lorena Cervantes](#), Bear Mountain Recreation & Park District
- [Kelly Lewellen](#), Arden Manor Recreation & Park District

To cast your ballot, select each candidate you support (you may vote for 1 candidate in each tier), enter your name, entity, and email address, and select Submit. **Only one vote per entity and voting closes at 5:00pm on Monday, November 2nd.**

CAPRI BOARD OF DIRECTORS ELECTION BALLOT

Upper One-Third Tier Candidates:

- ☐ Jim Friedl, Conejo Recreation & Park District (incumbent)
- ☐ Seanzell Lewis, Greater Vallejo Recreation District

Middle One-Third Tier Candidate

- ☐ Brandy Hosack, Arcade Creek Recreation & Park District (incumbent)

Lower One-Third Tier Candidates:

- ☐ Lorena Cervantes, Bear Mountain Recreation & District (incumbent)
- ☐ Kelly Lewellen, Arden Manor Recreation & Park District

Name **(required)** _____

Entity Name **(required)** _____

Email Address **(required)** _____

Thank you for your participation and cooperation in the continued success of CAPRI. If you have any questions about the election process, please do not hesitate to contact Matthew Duarte at mduarte@capri-jpa.gov or our office at (916) 722-5550.



Jim Friedl
403 W. Hillcrest Drive
Thousand Oaks, CA 91301
jfriedl@crpd.org - 805-495-6471

September 30, 2026

CAPRI Membership
c/o Matt Duarte, Executive Director
California Association for Park and Recreation Indemnity
VIA EMAIL ONLY: mduarte@capri-jpa.org

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

CA Recreation & Park District Leaders and Fellow CAPRI members:

Thank you for selecting me to serve on the CAPRI Board 4 years ago. I am writing to express my interest in continuing to serve on the CAPRI Board of Directors in the "Upper 1/3" category. I have served on the CAPRI Board for 10 years and have gained a much deeper appreciation and understanding of risk management and property, liability and workers compensation insurance coverage issues affecting the member districts.

Special districts – especially recreation and park districts –improve the quality of life in a community because they can focus their energy on their core mission and provide the parks, facilities, programs and services tailored to their unique communities. As General Manager of the Conejo Recreation and Park District and former practicing municipal attorney, working nearly 30 years in the public sector, I certainly understand and appreciate risk management issues, liability concerns and the value of insurance in the public sector. The CAPRI JPA is a great way for its members to pool their resources to share risk and buy insurance managed by an efficient and service-oriented staff.

I'm proud to have been part of the CAPRI Board that selected Matt Duarte to run the day-to-day operations at CAPRI. Matt and his dedicated team have risen to the many challenges facing our agencies these past 4 years by:

- handling claims & litigation effectively,
- keeping large liability judgments in check,
- quickly and successfully closing workers compensation cases,
- adding more training opportunities,
- improving website services,
- helping Districts to continuously improve safety practices through District Visitations, and
- creating the Recreation Insurance Organization (RIO) and investing long-term financial assets to achieve greater returns our members' collective investment portfolio.

I would be excited and honored to be selected to continue serving on the CAPRI Board.

I am including a link as well as a copy of my bio from Conejo Recreation & Park District's website: [Jim Friedl - Conejo Recreation & Park District](#)

Sincerely,
Jim Friedl

Jim Friedl

Jim has a BA in Urban Planning from UC San Diego and a Juris Doctorate degree from Pepperdine University School of Law.

Jim was hired as an attorney for the City of Thousand Oaks in 1994. After five years of legal practice, he moved into public administration as a Deputy City Manager for the City of Thousand Oaks.

In 2003, Jim was hired by CRPD and became General Manager in 2006.

In addition to his work as GM, he participates in various other organizations, professional associations, and nonprofits.

- California Association of Park and Recreation Indemnity (CAPRI), Board member (CAPRI is a statewide liability, property and workers compensation insurance pool of more than 60 recreation and park districts)
- Play Conejo Board Member
- Mountains Recreation and Conservation Authority (MRCA), Finance Officer
- Conejo Open Space Conservation Authority (COSCA), Joint Chief Administrative Officer
- California Association of Recreation and Park Districts (CAPRD), Legislative Committee member (served 10 years as Chair)
- Rotary Club of Thousand Oaks
- California Special District's Association (CSDA), Certified Special District Administrator

Recognitions:

- Ralph Heim Exceptional Outreach & Advocacy Award – CA Special Districts Assn. (2021)
- Public Sector Leader of the Year – Ventura County Leadership Academy (2019)
- Jim Meredith Award of Excellence – California Association of Rec. & Park Districts (2017)
- Man of the Year – Greater Conejo Valley Regional Chamber of Commerce (2008)
- Ventura County Special Districts Association General Manager of the Year (2008)
- 40 Under 40 – Pacific Coast Business Times (2003)

Jim is a father of four and he spent many years coaching them in youth sports. Now that they are young adults, Jim is currently hiking, biking and soaking in the wonders of our natural world.



C: CRPD Board of Directors

Seanzell Lewis
1889 Harrison St.
Oakland, CA 94612

October 2, 2026

Matt Duarte
CAPRI
1075 Creekside Ridge Dr., #240
Roseville, CA 95678

Dear Matt:

I am writing to express my interest in serving as a Director on the CAPRI Board. As the Human Resources Director for the Greater Vallejo Recreation District (GVRD), a CAPRI member agency, I have developed a strong appreciation for CAPRI's role in supporting California's park and recreation agencies through risk management, coverage, education, and resources that strengthen public agencies and the communities they serve.

I bring nearly a decade of human resources experience spanning public education, nonprofit, parks and recreation, and municipal environments. Throughout my career, I have worked extensively in employee and labor relations, workplace investigations, workers' compensation, leave and accommodation administration, policy development, organizational risk, workplace safety, and regulatory compliance. I also hold the Senior Professional in Human Resources (SPHR) certification, reflecting my commitment to strategic and effective human resources leadership.

In my current role with GVRD, I serve as a member of the District's executive leadership team and regularly work at the intersection of human resources, organizational risk, policy, and governance. My responsibilities include advising leadership on complex personnel matters, strengthening workplace safety and compliance programs, supporting labor relations, developing and reviewing District policies, and helping ensure that organizational practices appropriately balance operational needs, employee considerations, and the District's responsibility as a public agency. This experience has provided me with a practical understanding of many of the workforce and risk-management issues facing special districts.

I would also bring several years of public-sector oversight and governance experience to the CAPRI Board. For four years, I served on the City of Antioch's Sales Tax Citizens' Oversight Committee, including my final two years as Vice Chair. In that capacity, I participated in the review of the City's use of voter-approved sales tax revenues and helped provide independent oversight and accountability regarding the expenditure of

public funds. That experience strengthened my understanding of fiduciary responsibility, transparency, public accountability, and the importance of thoughtful governance.

I am particularly interested in the opportunity to contribute a human resources and organizational-risk perspective to CAPRI's governance. Issues involving employee relations, workplace safety, workers' compensation, employment practices, training, and regulatory compliance can have significant implications for public agencies and their overall risk exposure. I believe my professional background, combined with my experience in public-sector governance, would allow me to contribute a valuable perspective while continuing to learn from other park and recreation leaders throughout California.

Serving on the CAPRI Board would be an opportunity to contribute beyond my own District and support an organization that provides important resources and protections to park and recreation agencies statewide. I would welcome the opportunity to bring my experience, perspective, and commitment to responsible public service to the Board.

Thank you for considering my interest. I would be honored to have the opportunity to serve and contribute to CAPRI's continued work on behalf of its member agencies.

Sincerely,



Seanzell Lewis, SPHR
Human Resources Director
Greater Vallejo Recreation District



Board of Directors:

Travis Dworetzky
Trinity Gleckler
Dianna Harris
Ashley Henderson
Scott Miller

Staff:

Brandy Hosack
Thomas Kessler
Juanita Petersen
Ron Costa

ACRPD Mission

Statement:

*Arcade Creek
Recreation and Park
District enhances the
quality of life for District
residents through the
provision of well-
maintained, safe parks,
facilities, natural
resources, and by
offering meaningful
family-oriented
recreation
experiences.*

Date: September 22, 2026

To: CAPRI Executive Director, Matthew Duarte

Re: CAPRI Board Member Interest Letter

Dear Mr. Duarte,

I am writing to express my sincere interest in continuing my service on the CAPRI Board of Directors and being considered for a full term. Over the past year, I have had the privilege of serving on the Board while representing Arcade Creek Recreation and Park District, a member district within CAPRI's Middle 1/3 Tier. My first year on the Board has been an incredibly valuable experience, and I have learned a great deal about CAPRI, its operations, and the important role it plays in supporting California's recreation and park agencies.

Serving on the Board has given me an even greater appreciation for CAPRI's commitment to risk management, public agency pooling, education, and providing member agencies with the tools and resources necessary to operate successfully. I have also valued the opportunity to learn from fellow Board members and agency leaders whose diverse perspectives and experiences contribute to CAPRI's continued success. I would be honored to continue that work and have the opportunity to serve a full term on the Board.

My passion for parks and recreation spans more than 20 years and includes experience in both the public and private sectors. As General Manager of Arcade Creek Recreation and Park District, I bring the perspective of a local special district navigating many of the same operational, financial, risk management, staffing, and governance challenges faced by CAPRI member agencies. I believe this perspective allows me to contribute meaningfully to Board discussions while also considering how CAPRI's programs, services, and decisions affect agencies of varying sizes and resources.

If elected to continue serving, I hope to build upon what I have learned during my first year and continue bringing an engaged, practical, and collaborative perspective to the Board. I believe I can contribute not only through my professional and governance experience, but also by representing the needs and perspectives of member districts, supporting opportunities for education and engagement, and helping ensure CAPRI continues to provide meaningful resources and services to its members. I am committed to being an active participant in Board discussions, meetings, committees, and CAPRI events and to supporting the organization as it continues to evolve.

I am grateful for the opportunity I have already had to serve CAPRI and for everything I have learned during my first year on the Board. It would truly be an honor to continue that service through a full term and to further contribute to an organization that provides such tremendous value to recreation and park agencies throughout California.

Sincerely,

Brandy Hosack

ARCADE CREEK RECREATION & PARK DISTRICT
4855 Hamilton Steet Sacramento CA 95841

www.ArcadeCreekrpdc.gov
Orangevale Recreation & Park District
Board of Directors Meeting, Oct 15, 2026

(916) 482-8377

info@ArcadeCreekrpdc.gov

Page 29 of 100



September 23, 2026

California Association of Recreation and Park Districts
Attn: Matt Duarte, Executive Director
1075 Creekside Ridge Drive, Suite 240
Roseville, CA 95678-3504

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

Dear Mr. Duarte:

My name is Lorena G. Cervantes, and I am writing to express my sincere interest in continuing to serve on the California Association for Park and Recreation Indemnity (CAPRI) Board of Directors representing the Lower 1/3 Tier.

I was appointed to the CAPRI Board in mid-2018, and it has been an absolute pleasure and privilege to represent our members over the past eight years. During my time on the Board, I have gained invaluable knowledge and a greater understanding of risk management, insurance, and the unique challenges faced by recreation and park districts. My experience with CAPRI has not only been personally rewarding but has also helped me become a more knowledgeable and effective risk manager for my own District.

I currently serve as the District Manager for Bear Mountain Recreation and Park District (BMRPD), located south of Bakersfield in Lamont, California. BMRPD serves the communities of Lamont, Weedpatch, and Arvin. I have proudly been an employee of the District for 34 years, including the past 15 years serving as District Manager.

My career with BMRPD began in 1989, when I joined the District as a seasonal Recreation Leader while attending high school. After graduating from Arvin High School in 1992, I was hired to assist the Recreation Supervisor with various recreation programs. In 1995, I was promoted to Office Manager, where I continued to develop my knowledge and experience in the operations and administration of the District.

In 2009, following the unexpected departure of the District Manager, I was asked to step into the role of Interim District Manager. After serving in that capacity and demonstrating my commitment to the district and its communities, I was officially appointed District Manager in September 2011.

Throughout my career, I have had the opportunity to grow alongside BMRPD and gain firsthand experience in the many responsibilities and challenges involved in managing a recreation and park district. My service on the CAPRI Board has complemented that experience

by providing me with a broader perspective on risk management and the importance of working collaboratively with other districts.

I would be honored to have the opportunity to continue serving on the CAPRI Board of Directors. I look forward to continuing to represent our members, contributing my experience and perspective, and working with CAPRI to support and strengthen recreation and park districts throughout California.

Thank you for your time and consideration. I sincerely appreciate the opportunity to serve CAPRI and would be grateful for the opportunity to continue in this role.

Sincerely,



Lorena G. Cervantes
Bear Mountain Recreation and Park District
District Manager

October 1, 2026

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

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

Re: Letter of Interest
2026 CAPRI Board of Directors Election

Dear Mr. Duarte,

I am interested in being considered for the CAPRI Board of Directors as the Lower 1/3 Tier Representative. I have been in my current role as the District Manager for Arden Manor for 4 years and as the Administrative Assistant for the year before that. In that time, I have quickly come up to speed on the Risk Management and litigation challenges that face districts. In my tenure, I have worked on updating the district policies and procedures to ensure that we are the best prepared to deal with anything that comes our way. As a small district, all third party and workers' compensation claims cross my desk, and I work closely with all staff to understand the unique needs of each position. I am in communication with our community members to listen to their needs and concerns as well.

Prior to this role, I worked in both the technology and banking industries which gives me a breadth of knowledge in different fields as well as a deep understanding of data and numbers. Also, as a parent, I am aware of all the creative ways children find to use playground equipment.

In addition to the above, I have been an athlete most of my life having played basketball and volleyball from middle school through college. Currently, I am active in equestrian sports and therefore have a very good understanding of high liability activities. My children were also lifelong swim team members which allowed me to see the volunteer side of recreation involvement.

I believe that my experiences make me an outstanding candidate for the CAPRI Board of Directors. Thank you for considering my interest in being part of the CAPRI Board as the Lower 1/3 Tier Representative.

Sincerely,



Kelly Lewellen
District Manager
Arden Manor Recreation and Park District
kelly@amrpd.org
916-487-7851

Orangevale Times September 11, 2026 – Page 17



Bunco Night

Silent Auction (6-7 pm): Bid to win 2 San Francisco 49ers vs. Philadelphia Eagles tickets!

Friday, October 16
Doors Open 6 pm
Game Begins 7 pm
At Orangevale Community Center

18+, Beginners, Experienced, All Welcome!

TICKETS \$25

- Credit Card: \$1.90 Processing Fee
- Cash or Check : Call 916-505-1752
- Advance sales only
- No Refunds


orangevalewomensclub.org

A Portion of Proceeds Will Go Back to Orangevale Community to Support Our Scholarship Fund & Local School Needs

Orangevale Times September 11, 2026 – Page 19



ORANGEVALE RECREATION & PARK DISTRICT

Orangevale Recreation & Park District
 6826 Hazel Avenue
 Orangevale, CA 95662
 Office Hours:

Monday-Friday - 8:30am-4:30pm
 Phone Number: (916) 988-4373

HIGHLIGHTED PROGRAMS:

OVparks Kids Night Out (Ages: OVparks Kids Night Out (Ages: 5-12) Friday 9/18, 6-9PM with Dinner and Dessert included!

OVparks Rummage Sale Saturday 9/19, 7am-1pm

YOUTH PROGRAMS

Baby Ballet (Ages: 3-6y) Mon 9:30am

Zumbini (Ages: 2mo-4yrs) Wed 10:00am

Mini Ninja (Ages: 3-6) Tue/Thurs 9:15am

Kids Ninja (Ages: 6-12) Mon through Thurs 4:45pm

New! Takewondo Tigers Mon/Wed at 4:45 or Tue/Thurs at 3:15

YOUTH SPORTS

Amazing Athletes and Amazing Athletes Tots (Ages: 5-8) Tues at 4:30pm

Youth Aikido (Ages: 7-13) Tues/Thurs/

Sa 6pm Skyhawks Beach Volleyball Clinic (Ages: 6-14) Thurs at 4:10pm

Skyhawks Pickleball Clinic (Ages: 6-13) Wed at 4:10pm

Skyhawks Tennis Clinic (Ages: 6-13) Wed at 5:20pm

Skyhawks Soccer Clinic (Ages: 6-12) Mon at 4:10pm

Skyhawks Track and Field Clinic (Ages: 6-13) Fri at 4:10pm

ADULT PROGRAMS:

Chen Tai Chi (Ages: 17+) Tues Thurs at 7:00pm

Jazzercise (Ages: 18 and up) Mon, Wed, Fri & Sat

Orangevale Ukelele Fretters (Ages: 18 and up) Mon 1:00pm

Artist Studio (Ages: 35 and up) Thurs 11:30am

Men's 3 on 3 Hoops (Ages: 35 and up) Wed 7:00pm

Follow us on Instagram, Facebook, and TikTok or subscribe to our E-Newsletter for the latest updates & more program information! @ovparks

American River Messenger September 11, 2026 – Page 4

The Orangevale-Fair Oaks Community Foundation is hosting a free **Aging Well Symposium Resource Fair** on Saturday, Oct. 3, from 9 a.m. to 2 p.m. at the Orangevale

Community Center (6826 Hazel Ave., Orangevale). This event is designed to help seniors and caregivers access the resources needed to support aging loved ones.



Orangevale
Community Center
6826 Hazel Avenue,
Orangevale, CA

Saturday, 10/3/26 from 8:30 - 2:00

This is a free community event that brings together trusted experts, and valuable resources to help older adults, caregivers, and families navigate the aging journey with confidence. For more information or to register go to www.agingwellca.com



Orangevale Recreation & Park
District
6826 Hazel Avenue
Orangevale, CA 95662
Office Hours:

Monday-Friday - 8:30am-
4:30pm
Phone Number:
(916) 988-4373

**HIGHLIGHTED
PROGRAMS:**

Family Fright Night
10/9 6-8pm! Free event
with trunk-or-treat, cos-
tume contest, games,
crafts, photo booth, and
more! Trunk applica-
tions available on our
website and due 10/3.
Candy Donations are
needed and appreciated!
Drop off candy at the of-
fice between 8:30-4:30

YOUTH PROGRAMS
OVparks Kids Night Out
(Ages: 5-12) Friday 10/16,
6-9PM with Dinner and
Dessert included! Baby
Ballet (Ages: Walking- 3y)
Mon at 9:00am Pre-Ballet
(Ages: 3-6y) Mon 9:30am
Zumbini (Ages: 2mo- 4yrs)
Wed 10:00am Mini Nin-
ja (Ages: 3-6) Tue/Thur
9:15am Kids Ninja (Ages:
6- 12) Mon through Thurs
4:45pm Takewondo Tigers
Mon/Wed at 4:45 or Tue/
Thur at 3:15 Youth Aikido
(Ages: 7-13) Tues/Thurs/
Sa 6pm Basic Horseman-
ship (Ages: 8-15) Fridays

4:00pm Youth Center
Karate (Ages: 6+) Mon-
days and Wednesdays at
4:30pm Grange Hall Ka-
rate (Ages: 6+) Tuesdays
and Thursdays at 4:15pm
or 5:30pm OVparks Make
& Take program (Ages:5-
12) 10/17 1pm-3pm Join
us for our first Make &
Take class! Kids will get
into the Halloween spirit
while making their very
own spooky ghost lantern
and then make, decorate,
and enjoy a delicious cara-
mel apple!

ADULT PROGRAMS:
Chen Tai Chi (Ages: 17+)

Tues Thurs at 7:00pm
Jazzercise (Ages: 18 and
up) Mon, Wed, Fri & Sat
Orangevale Ukelele Fret-
ters (Ages: 18 and up)
Mon 1:00pm Artist Studio
(Ages: 35 and up) Thurs
11:30am Men's 3 on 3
Hoops (Ages: 35 and up)
Wed 7:00pm Wise War-
riors (Ages: 50+) Tuesdays
and Thursdays at 10:00am

Follow us on Instagram,
Facebook, and TikTok or
subscribe to our E-News-
letter for the latest up-
dates & more program in-
formation! @ovparks

**GENERAL FUND EXPENDITURES
FOR THE MONTH ENDING
SEPTEMBER 30, 2026
FY 26/27**

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1907650557	10124000	CALIFORNIA ASSOCIATION FO	WORKER'S COMP INSURANCE	17,776.50
400053450	10125000			705.61
400053516	10125000			151.35
1907646330	20200500	US BANK NATIONAL ASSOCIAT	ADVERTISING	75.00
1907646330	20202100	US BANK NATIONAL ASSOCIAT	BOOKS/PERIODICALS/SUBSCRIPTIONS	19.99
1907646330	20203500	US BANK NATIONAL ASSOCIAT	EDUCATION/TRAINING SERVICES	10.00
1907646330	20203800	US BANK NATIONAL ASSOCIAT	EMPLOYEE RECOGNITION	247.29
1907650570	20203900	KOLBY KAUFERT	EMPLOYEE TRANSPORTATION	9.12
1907650572	20203900	SUSAN MYREN	EMPLOYEE TRANSPORTATION	60.80
				69.92
1907646330	20206100	US BANK NATIONAL ASSOCIAT	MEMBERSHIP DUES	280.00
1907650552	20206100	ROTARY CLUB OF ORANGEVALE	MEMBERSHIP DUES	131.00
				411.00
1907646330	20207600	US BANK NATIONAL ASSOCIAT	OFFICE SUPPLIES	66.44
1907650548	20207600	BURKETTS OFFICE SUPPLIES	OFFICE SUPPLIES	519.49
				585.93
1907645405	20219700	T-MOBILE USA INC	TELEPHONE SERVICES	46.58
1907646330	20219700	US BANK NATIONAL ASSOCIAT	TELEPHONE SERVICES	454.71
1907656743	20219700	COMCAST	TELEPHONE SERVICES	250.28
1907656741	20219700	COMCAST	TELEPHONE SERVICES	296.06
				1,047.63
1907657030	20226200	FLEX TECHNOLOGY GROUP LLC	OFFICE EQUIPMENT MAINTENANCE SUPP	238.49
1907657595	20253100	COLE HUBER LLP	LEGAL SERVICES	1,050.00
1907650562	20257100	J&A SECURITY SERVICES	SECURITY SERVICES	438.00
1907657034	20257100	BRAVO SECURITY SERVICES	SECURITY SERVICES	250.00
				688.00
1907650567	20259101	N3X MSP INC	IT SERVICES	1,098.00
1907650567	20281201	N3X MSP INC	HARDWARE	180.00
1907646330	20281202	US BANK NATIONAL ASSOCIAT	SOFTWARE	1,087.42
1907650567	20281202	N3X MSP INC	SOFTWARE	650.88
				1,738.30
1907645430	20285100	STEVEN MIRANDA	RECREATIONAL SERVICES	204.75
1907645427	20285100	COUNTY OF PLACER	RECREATIONAL SERVICES	1,940.00
1907645461	20285100	ALLGOOD DRIVING SCHOOL	RECREATIONAL SERVICES	49.30
1907645426	20285100	COUNTY OF PLACER	RECREATIONAL SERVICES	619.78
1907645422	20285100	CORDOVA RECREATION & PARK	RECREATIONAL SERVICES	2,422.50
1907645424	20285100	ADRIAAN JANSEN VAN VUUREN	RECREATIONAL SERVICES	942.50
1907646330	20285100	US BANK NATIONAL ASSOCIAT	RECREATIONAL SERVICES	2,678.00
				8,856.83
1907645433	20285200	KIMBERLY VICKERS	RECREATIONAL SUPPLIES	39.21
1907646330	20285200	US BANK NATIONAL ASSOCIAT	RECREATIONAL SUPPLIES	1,110.76
1907646330	20285200	US BANK NATIONAL ASSOCIAT	TAX ACCRUAL	0.01
		DeDe Clark	RECREATIONAL SUPPLIES	29.90
1300937039	20285200	DeDe Clark	REC SUPPLIES REIMBURSEMENT	-29.90
				1,149.98

**GENERAL FUND EXPENDITURES
FOR THE MONTH ENDING
SEPTEMBER 30, 2026
FY 26/27**

111901203	20296200		QR BILLING Sept-2026 ORANGEVALE RPD	5.25
1907645429	30322000	FIRST CITIZENS BANK & TRU	BOND/LOAN REDEMPTION	366.35
1907654384	30345000	COUNTY OF SACRAMENTO	TAX/LICENSE/ASSESSMENT	-18.77

ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2026/2027
SEPTEMBER 2026

Account Number	Expenditure Account	Budgeted 2026/2027	Current Expenditures	Expenditure to Date	% to YE 75%	
					Funds Available	% Left
1000	SALARIES & EMPLOYEE BENEFITS					
10111000	Salaries & Wages, Regular	1,108,000.00	78,391.00	244,565.49	863,434.51	78%
10112100	Salaries & Wages, Extra Help	590,000.00	37,214.27	222,189.48	367,810.52	62%
10112400	Salaries, Board members	11,500.00	700.00	2,000.00	9,500.00	83%
10121000	Retirement	322,000.00	21,761.14	67,312.15	254,687.85	79%
10122000	Social Security	128,200.00	8,784.86	35,499.41	92,700.59	72%
10123000	Group Insurance	340,000.00	26,112.80	78,537.21	261,462.79	77%
10124000	Worker's Comp. Ins	71,500.00	17,776.50	35,553.00	35,947.00	50%
10125000	Unemployment Insurance	15,500.00	856.96	6,435.37	9,064.63	58%
	<i>SUB-TOTAL</i>	2,586,700.00	191,597.53	692,092.11	1,894,607.89	73%
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	4,800.00	75.00	272.75	4,527.25	94%
20202100	Books/Periodicals/Subscrip	2,800.00	19.99	179.96	2,620.04	94%
20202900	Business/Conference Expense	4,000.00		782.19	3,217.81	80%
20203500	Education/Training Serv.	3,000.00	10.00	10.00	2,990.00	100%
20203600	Education /Training Supplies	500.00		-	500.00	100%
20203800	Employee Recognition	2,900.00	247.29	247.29	2,652.71	91%
20203900	Employee Transportation	2,000.00	69.92	298.30	1,701.70	85%
20205100	Liability Insurance	150,000.00		73,914.50	76,085.50	51%
20206100	Membership Dues	17,500.00	411.00	3,943.00	13,557.00	77%
20207600	Office Supplies	7,000.00	585.93	578.72	6,421.28	92%
20207602	Signs	200.00		-	200.00	100%
20208100	Postal Services	10,500.00		2,900.00	7,600.00	72%
20208102	Stamps	1,200.00		-	1,200.00	100%
20208500	Printing Services	25,000.00		6,687.50	18,312.50	73%
20211200	Building Maint. Supplies	0.00		-	0.00	0%
20219700	Telephone Service	15,400.00	1,047.63	2,601.60	12,798.40	83%
20226200	Office Equip Maint Supplies	3,200.00	238.49	735.44	2,464.56	77%
20231400	Clothing/Personal Supplies	2,000.00		-	2,000.00	100%
20232200	Custodial Supplies	0.00		-	0.00	0%
20244300	Medical Services	800.00		-	800.00	100%
20244400	Medical Supplies	4,000.00		201.22	3,798.78	95%
20250500	Accounting Services	7,300.00		-	7,300.00	100%
20250700	Assessment/Collection Service	34,000.00		-	34,000.00	100%
20252500	Engineering Services	0.00		-	0.00	0%
20253100	Legal Services	12,000.00	1,050.00	1,050.00	10,950.00	91%
20257100	Security Services	4,000.00	688.00	688.00	3,312.00	83%
20259100	Other Professional Services	20,000.00		5,277.00	14,723.00	74%
20259101	Computer Consultants	17,000.00	1,098.00	3,294.00	13,706.00	81%
20281201	PC Hardware	5,000.00	180.00	1,319.57	3,680.43	74%
20281202	PC Software	18,000.00	1,738.30	4,122.59	13,877.41	77%
20281203	PC Supplies	2,000.00		-	2,000.00	100%
20281900	Registration Services (Elections)	35,000.00		-	35,000.00	0%
20285100	Recreational Services	172,000.00	8,856.83	31,558.80	140,441.20	82%

Account Number	Expenditure Account	Budgeted 2026/2027	Current Expenditures	Expenditure to Date	Funds Available	% Left
20285200	Recreational Supplies	32,000.00	1,149.98	9,041.03	22,958.97	72%
20289800	Other Operating Exp - Supplies	2,500.00		-	2,500.00	100%
20289900	Other Operating Exp - Services	1,000.00		-	1,000.00	100%
20291100	System Development Services	5,200.00		3,096.00	2,104.00	40%
20296200	GS Parking Charges	350.00	5.25	14.00	336.00	96%
	SUB-TOTAL	624,150.00	17,471.61	152,813.46	471,336.54	76%
3000	OTHER CHARGES					
30321000	Interest Expense	23,640.00		11,992.50	11,647.50	49%
30322000	Bond/Loan Redemption	48,500.00	366.35	23,099.05	25,400.95	52%
30345000	Taxes/Licenses/Assess Trans	1,000.00	(18.77)	(18.77)	1,018.77	102%
	SUB-TOTAL	73,140.00	347.58	35,072.78	38,067.22	52%
4000	FIXED ASSETS					
41410100	Land	0.00		-	0.00	
42420200	Struc. & Improvements	475,000.00		-	475,000.00	100%
43430300	Vehicles/Equipment	0.00		-	0.00	-
	SUB-TOTAL	475,000.00	-	-	475,000.00	100%
5000	INTERFUND CHARGES					
50557100	Fingerprinting Service	3,700.00		-	3,700.00	100%
	SUB-TOTAL	3,700.00	-	-	3,700.00	100%
79790100	Contingency Appropriations	50,000.00		-	50,000.00	0%
	<i>Deposit into Reserves</i>	0.00		-	0.00	0%
	GRAND TOTAL	3,812,690.00	209,416.72	879,978.35	2,932,711.65	77%

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
REVENUE STATEMENT
FISCAL YEAR 2026/2027
SEPTEMBER 2026**

Account Number	Revenue Account	2026/2027 Budgeted Revenue	Realized This Period	Collection YTD Balance	YTD Uncollected Balance	% Collected
91910100	Prop. Taxes - Current Secured	1,879,000		0.00	1,879,000.00	0.00%
91910200	Prop. Taxes - Current Unsecured	68,000		0.00	68,000.00	0.00%
91910300	Supplemental Taxes Current	30,000		0.00	30,000.00	0.00%
91910400	Prop. Taxes Sec. Delinquent	20,000		0.00	20,000.00	0.00%
91910500	Prop. Taxes Supp. Delinq.	4,400		0.00	4,400.00	0.00%
91910600	Unitary Current Secured	15,000		0.00	15,000.00	0.00%
91912000	Prop. Tax - Sec. Redemption	140		0.00	140.00	0.00%
91913000	Prop. Tax Prior - Unsecured	700		0.00	700.00	0.00%
91914000	Penalty Costs - Prop. Tax	300		0.00	300.00	0.00%
91919900	Taxes - Other	-		0.00	0.00	
	<i>SUB-TOTAL TAXES 9100</i>	<i>2,017,540</i>	<i>0.00</i>	<i>0.00</i>	<i>2,017,540.00</i>	<i>0.00%</i>
94941000	Interest Income	40,000		0.00	40,000.00	0.00%
94942900	Building Rental Other	170,000	11,332.93	35,057.43	134,942.57	20.62%
94943900	Cell Tower Leases	49,800	4,460.10	13,321.08	36,478.92	26.75%
94944800	Rec.Concessions Final 9	22,000	605.00	5,427.32	16,572.68	24.67%
95952200	Homeowner Prop. Tax Relief	13,000		0.00	13,000.00	0.00%
95952900	In-Lieu Taxes	393,281		0.00	393,281.00	0.00%
95956900	State Aid - Other Misc. Programs	-		0.00	0.00	0.00%
96963313	Miscellaneous Fees	1,000		197.28	802.72	19.73%
96964600	Recreation Service Charges	605,000	34,553.21	115,517.39	489,482.61	19.09%
96969700	Security Services	-		0.00	0.00	0.00%
97973000	Donations & Contributions	2,000		3,262.68	-1,262.68	163.13%
97974000	Insurance Proceeds	270		0.00	270.00	0.00%
97979000	Revenue - Other	1,000	497.59	497.59	502.41	49.76%
97979900	Prior Year	-		0.00	0.00	0.00%
98986200	Asset Sale Proceeds - SP Dist			0.00	0.00	0.00%
	<i>SUB-TOTAL OTHER MISC. INCOME</i>	<i>1,297,351</i>	<i>51,448.83</i>	<i>173,280.77</i>	<i>1,124,070.23</i>	<i>13.36%</i>
	<i>TOTAL BUDGET AMOUNT</i>	<i>3,314,891</i>	<i>51,448.83</i>	<i>173,280.77</i>	<i>3,141,610.23</i>	<i>5.23%</i>

**OLLAD FUND EXPENDITURES
FOR THE MONTH ENDING
SEPTEMBER 30, 2026
FY 26/27**

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1907645467	20207600	CAPITAL CITY SIGNS INC	OFFICE SUPPLIES	907.18
1907645468	20207600	CAPITAL CITY SIGNS INC	OFFICE SUPPLIES	238.37
1907646330	20207600	US BANK NATIONAL ASSOCIAT	OFFICE SUPPLIES	43.09
				1,188.64
1907656737	20207603	AMERICAN RIVER ACE HARDWA	KEYS	12.91
1907644232	20211200	LOWES BUSINESS ACCOUNT	BUILDING MAINTENANCE SUPPLIES & MATE	49.16
1907656737	20211200	AMERICAN RIVER ACE HARDWA	BUILDING MAINTENANCE SUPPLIES/MATER	75.38
				124.54
1907644232	20214200	LOWES BUSINESS ACCOUNT	LAND IMPROVEMENT MAINTENANCE SUPPL	293.61
1907645412	20214200	SITEONE LANDSCAPE SUPPLY	LAND IMPROVEMENT MAINTENANCE SUPPL	58.31
1907657011	20214200	GORDON COOK	LAND IMPROVEMENT MAINTENANCE SUPPL	140.05
1907656737	20214200	AMERICAN RIVER ACE HARDWA	LAND IMPROVEMENT MAINTENANCE SUPPL	43.08
				535.05
1907656737	20215200	AMERICAN RIVER ACE HARDWA	MECHANICAL SYSTEMS MAINTENANCE SUP	77.92
1907645411	20218200	SITEONE LANDSCAPE SUPPLY	IRRIGATION SUPPLIES	33.40
1907650539	20218200	SPRINKLER SERVICE & SUPPL	IRRIGATION SUPPLIES	557.49
1907656737	20218200	AMERICAN RIVER ACE HARDWA	IRRIGATION SUPPLIES	98.96
1907658660	20218200	HERITAGE LANDSCAPE SUPPLY	IRRIGATION SUPPLIES	364.32
				1,054.17
1907650545	20218500	COUNTY OF SACRAMENTO	PERMIT CHARGES	720.00
1907645334	20219100	SMUD	ELECTRICITY	10,436.55
1907650438	20219200	PACIFIC GAS AND ELECTRIC	NATURAL GAS/LPG/FUEL OIL	85.06
1907645342	20219300	ALLIED WASTE SERVICES OF	REFUSE COLLECTION/DISPOSAL SERVICES	1,723.72
1300937039	20219300		REFUSE COLLECTION/DISPOSAL SERVICES	-68.91
				1,654.81
1907645409	20219500	AREA PORTABLE SERVICES IN	SEWAGE DISPOSAL SERVICES	185.93
1907645410	20219500	AREA PORTABLE SERVICES IN	SEWAGE DISPOSAL SERVICES	185.93
1907656744	20219500	COUNTY OF SACRAMENTO	SEWAGE DISPOSAL SERVICES	1,245.25
1907658643	20219500	COUNTY OF SACRAMENTO	SEWAGE DISPOSAL SERVICES	148.70
1907658656	20219500	AREA PORTABLE SERVICES IN	SEWAGE DISPOSAL SERVICES	185.93
1907658658	20219500	AREA PORTABLE SERVICES IN	SEWAGE DISPOSAL SERVICES	185.93
				2,137.67
1907650445	20219800	SAN JUAN WATER DISTRICT	WATER	68.00
1907656856	20219800	ORANGEVALE WATER COMPANY	WATER	107.50
1300937039	20219800		WATER	-52.88
				122.62
1907657012	20220500	NAZIR GROUP	AUTO MAINTENANCE SERVICES	2,995.00
				2,995.00
1907656940	20220600	GENUINE PARTS CO	AUTO MAINTENANCE SUPPLIES	68.94
1907657010	20220600	GENUINE PARTS CO	AUTO MAINTENANCE SUPPLIES	140.23
				209.17
1907646330	20223600	US BANK NATIONAL ASSOCIAT	FUEL/LUBRICANTS	2,583.28

**OLLAD FUND EXPENDITURES
FOR THE MONTH ENDING
SEPTEMBER 30, 2026
FY 26/27**

1907645418	20228200	GENUINE PARTS CO	SHOP EQUIPMENT MAINTENANCE SUPPLIES	101.05
1907645416	20228200	GENUINE PARTS CO	SHOP EQUIPMENT MAINTENANCE SUPPLIES	33.93
1907645419	20228200	GENUINE PARTS CO	SHOP EQUIPMENT MAINTENANCE SUPPLIES	17.00
1907645421	20228200	GENUINE PARTS CO	SHOP EQUIPMENT MAINTENANCE SUPPLIES	17.00
1907646330	20228200	US BANK NATIONAL ASSOCIAT	SHOP EQUIPMENT MAINTENANCE SUPPLIES	76.11
1907656891	20228200	TURF STAR INC	SHOP EQUIPMENT MAINTENANCE SUPPLIES	86.03
1907656737	20228200	AMERICAN RIVER ACE HARDWA	SHOP EQUIPMENT MAINTENANCE SUPPLIES	8.61
				339.73
1907650508	20231400	UNIFIRST CORPORATION	CLOTHING/PERSONAL SUPPLIES	46.02
1907650511	20232200	HD SUPPLY INC	CUSTODIAL SUPPLIES	434.93
1907650548	20232200	BURKETTS OFFICE SUPLIES	CUSTODIAL SUPPLIES	215.38
1907650508	20232200	UNIFIRST CORPORATION	CUSTODIAL SUPPLIES	250.94
				901.25
1907656935	20257100	J&A SECURITY SERVICES	SECURITY SERVICES	4,680.00
1907656904	20257100	B AND P SECURITY INC	SECURITY SERVICES	312.00
				4,992.00
1907645406	20259100	NEIGHBORLY PEST MANAGEMEN	OTHER PROFESSIONAL SERVICES	186.00
1907656857	20259100	NEIGHBORLY PEST MANAGEMEN	OTHER PROFESSIONAL SERVICES	95.00
1907658664	20259100	NEIGHBORLY PEST MANAGEMEN	OTHER PROFESSIONAL SERVICES	186.00
				467.00

ORANGEVALE RECREATION AND PARK DISTRICT - OLLAD ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2026/2027
SEPTEMBER 2026

% to YE 75%

Account Number	Expenditure Account	Budgeted 2026/2027	Current Expenditure	Expenditure to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20203500	Education/Training Service	4,000.00		-	4,000.00	100%
20206100	Membership Dues	400.00		-	400.00	100%
20207600	Office Supplies	500.00	1,188.64	1,188.64	(688.64)	-138%
20207602	Signs	2,000.00		-	2,000.00	100%
20207603	Keys	800.00	12.91	12.91	787.09	98%
20210300	Agricultural/Horticultural Service	14,500.00		-	14,500.00	100%
20210400	Agricultural/Horticultural Supply	8,000.00		179.30	7,820.70	98%
20211200	Building Maint. Supplies	11,000.00	124.54	390.88	10,609.12	96%
20212200	Chemicals	62,000.00		14,206.64	47,793.36	77%
20213100	Electrical Maint. Service	3,000.00		-	3,000.00	100%
20213200	Electrical Maint. Supplies	2,600.00		224.38	2,375.62	91%
20214100	Land Improv. Maint. Service	26,000.00		2,500.00	23,500.00	90%
20214200	Land Improv. Maint. Supplies	40,000.00	535.05	1,660.70	38,339.30	96%
20215100	Mechanical System Maint. Ser	6,000.00		1,411.50	4,588.50	76%
20215200	Mechanical System Maint. Sup	2,500.00	77.92	77.92	2,422.08	97%
20216200	Painting Supplies	2,000.00		-	2,000.00	100%
20216700	Plumbing Maint. Service	1,000.00		-	1,000.00	100%
20216800	Plumbing Maint. Supplies	2,000.00		9.69	1,990.31	100%
20218200	Irrigation Supplies	18,000.00	1,054.17	5,500.81	12,499.19	69%
20218500	Permit Charges	5,500.00	720.00	1,151.00	4,349.00	79%
20219100	Electricity	100,000.00	10,436.55	20,376.46	79,623.54	80%
20219200	Natural Gas / LPG/ Fuel Oil	34,000.00	85.06	834.83	33,165.17	98%
20219300	Refuse Collection / Disposal Service	26,000.00	1,654.81	5,029.16	20,970.84	81%
20219500	Sewage Disposal Service	17,000.00	2,137.67	4,938.42	12,061.58	71%
20219800	Water	92,000.00	122.62	21,126.73	70,873.27	77%
20219900	Telephone System Maintenance	1,000.00		-	1,000.00	100%
20220500	Auto Maintenance Service	7,000.00	2,995.00	2,995.00	4,005.00	57%
20220600	Auto Maintenance Supplies	6,600.00	209.17	1,313.55	5,286.45	80%
20222600	Expendable Tools	2,400.00		-	2,400.00	100%
20223600	Fuel & Lubricants	29,000.00	2,583.28	6,058.06	22,941.94	79%
20227500	Rent/Lease Equipment	2,200.00		-	2,200.00	100%
20228100	Shop Equip. Maint. Service	3,200.00		-	3,200.00	100%
20228200	Shop Equip. Maint. Supplies	7,500.00	339.73	2,219.81	5,280.19	70%
20229100	Other Equip. Maint. Service	2,200.00		-	2,200.00	100%
20229200	Other Equip. Maint. Supplies	3,700.00		396.96	3,303.04	89%
20231400	Clothing/Personal Supplies	4,000.00	46.02	115.82	3,884.18	97%
20232200	Custodial Supplies	19,000.00	901.25	4,788.12	14,211.88	75%
20250500	Accounting Services	3,950.00		-	3,950.00	100%
20252500	Engineering Services	15,300.00		-	15,300.00	100%
20253100	Legal Services	5,000.00		-	5,000.00	100%
20257100	Security Services	36,000.00	4,992.00	6,117.00	29,883.00	83%
20259100	Other Professional Services	45,000.00	467.00	12,159.83	32,840.17	73%
20289800	Other Operating Expenses Sup.	16,000.00		-	16,000.00	100%
	SUB-TOTAL	689,850.00	30,683.39	116,984.12	572,865.88	83%

Account Number	Expenditure Account	Budgeted 2026/2027	Current Expenditure	Expenditure to Date	Funds Available	% Left
3000	OTHER CHARGES					
30321000	Interest Expense	0.00		-	0.00	0%
30322000	Bond/Loan Redemption	0.00		-	0.00	0%
30345000	Taxes/Licenses/Assess Trans	1,600.00		69.32	1,530.68	96%
	SUB-TOTAL	1,600.00	-	69.32	1,530.68	96%
4000	FIXED ASSETS					
42420100	Buildings	0.00		-	0.00	0%
42420200	Struc. & Improvements	80,000.00		-	80,000.00	0%
43430300	Equipment	50,000.00		-	50,000.00	0%
	SUB-TOTAL	130,000.00	-	-	130,000.00	0%
79790100	<i>Contingency Appropriations</i>	0.00		-	0.00	0%
	<i>Deposit into Reserves</i>	0.00		-	0.00	0%
	GRAND TOTAL	821,450.00	30,683.39	117,053.44	704,396.56	86%

**KENNETH GROVE EXPENDITURES
FOR THE MONTH ENDING
SEPTEMBER 30, 2026
FY 25/26**

Claim #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1907646330	20223600	US BANK NATIONAL ASSOCIAT	FUEL/LUBRICANTS	100.00
1907656864	42420200	SITEONE LANDSCAPE SUPPLY	STRUCTURES	291.08
1907656894	42420200	CAPITOL BARRICADE INC	STRUCTURES	237.00
1907656901	42420200	HERITAGE LANDSCAPE SUPPLY	STRUCTURES	236.73
1907658655	42420200	CASCADE ROCK INC	STRUCTURES	6,198.10
1907658651	42420200	RORY MERRILL	STRUCTURES	1,000.00
				7,962.91

ORANGEVALE RECREATION AND PARK DISTRICT - KENENTH GROVE ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2026/2027
SEPTEMBER 2026

						% to YE	75%
Account Number	Expenditure Account	Budgeted 2026/2027	Current Expenditures	Expenditures to Date	Funds Available	% Left	
2000	SERVICES & SUPPLIES						
20200500	Advertise/Legal Notices	200.00		25.00	175.00	88%	
20207600	Office Supplies	50.00		-	50.00	100%	
20207602	Signs	50.00		-	50.00	100%	
20210300	Agricultural/Horticultural Services	1,500.00		-	1,500.00	100%	
20210400	Agricultural/Horticultural Supplies	1,500.00		-	1,500.00	100%	
20219800	Water	1,100.00		140.90	959.10	87%	
20223600	Fuel & Lubricants	1,100.00	100.00	100.00	1,000.00	91%	
20250500	Accounting Services	750.00		-	750.00	100%	
20250700	Assessment/Collection Services	100.00		-	100.00	100%	
20252500	Engineering Services	1,000.00		-	1,000.00	100%	
20253100	Legal Services	200.00		-	200.00	100%	
20256200	Transcribing Services	0.00		-	0.00		
20259100	Other Professional Svc	2,200.00		-	2,200.00	100%	
20289900	Other Operating Exp - Svc	300.00		-	300.00	100%	
	SUB-TOTAL	10,050.00	100.00	265.90	9,784.10	97%	
4000	FIXED ASSETS						
42420200	Struc. & Improvements	14,000.00	7,962.91	7,962.91	6,037.09	43%	
	SUB-TOTAL	14,000.00	7,962.91	7,962.91	6,037.09	0%	
79790100	Contingency Appropriations	0.00		-	0.00	0%	
	GRAND TOTAL	24,050.00	8,062.91	8,228.81	15,821.19	66%	

Orangevale Recreation & Park District

Energy Performance Contracting – Multi-Measure Project Introduction



Presented By:

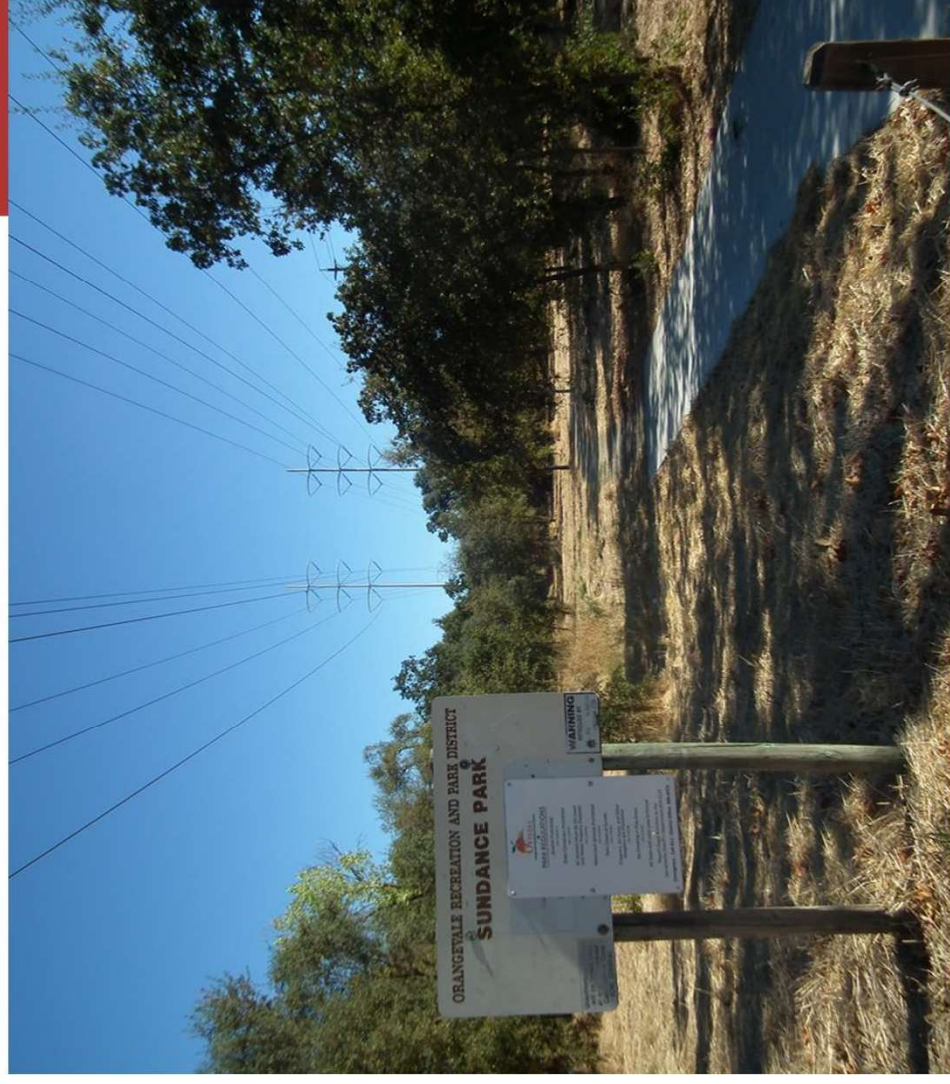
Kathryn Hughes, Senior Account Executive

October 15, 2026

centrica
Business Solutions

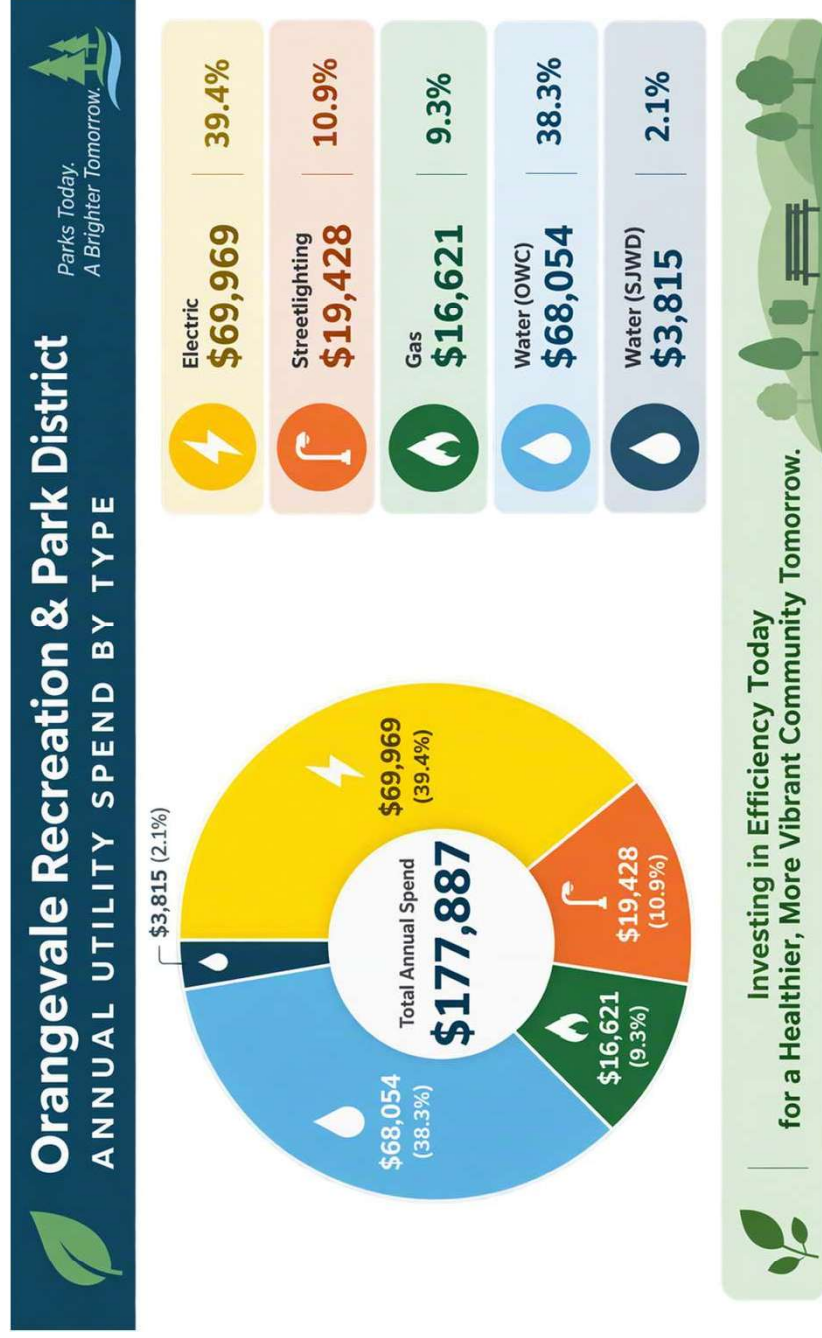
OV Parks Goals

- Decrease utility bill costs
- Address aging infrastructure
- Reduce water waste
- Save on operations and maintenance costs
- No capital required
- Cash-neutral energy savings project over life of loan



Baseline Utility Analysis

- Based on Centrica's analysis, Orangevale Recreation & Parks District has an annual utility spend of **\$177,887**



Additional Findings

- Pool has existing solar that is 20+ years old and currently not producing
- Lighting has been replaced upon burnout, but low hanging fruit remains
- Ability to absorb existing energy projects such as 2 remaining HVAC unit replacements into larger cash-neutral financed option using CA Gov Code 4217



Procurement Mechanism: CA GC AB4217

- Allows public agencies to direct select a qualified Energy Services Company (ESCO), provided the project generates savings to offset project costs over the life of the assets
- Different than traditional design-bid-build process, Centrica provides the engineering, design, implementation, savings guarantees, measurement & verification, and staff training while acting as a GC on the project
- Financing mechanism to combine multiple energy savings measures into one cohesive project addressing many of the District's key pain points
- Tax-exempt lease purchase option
- Two-week public notice required two weeks before approval

Illustrative Example - Cumulative Savings

Community Center & Pool: Estimated Utility Savings

Solar and targeted energy upgrades could reduce current utility costs by approximately two-thirds in Year 1.

\$45,969

Estimated Year 1 Savings

\$1.37M

20-Year Cumulative Savings

66.5%

Blended Year 1 Reduction

Year 1 Savings by Utility

Baseline, assumed reduction and resulting savings

Electricity	\$53,887 baseline 80% savings	\$43,110
Natural Gas	\$9,496 baseline 15% savings	\$1,424
Water	\$5,740 baseline 25% savings	\$1,435
TOTAL YEAR 1		\$45,969

Savings Grow Over the 20-Year Term

Annual savings escalated at 4%; cumulative savings shown below

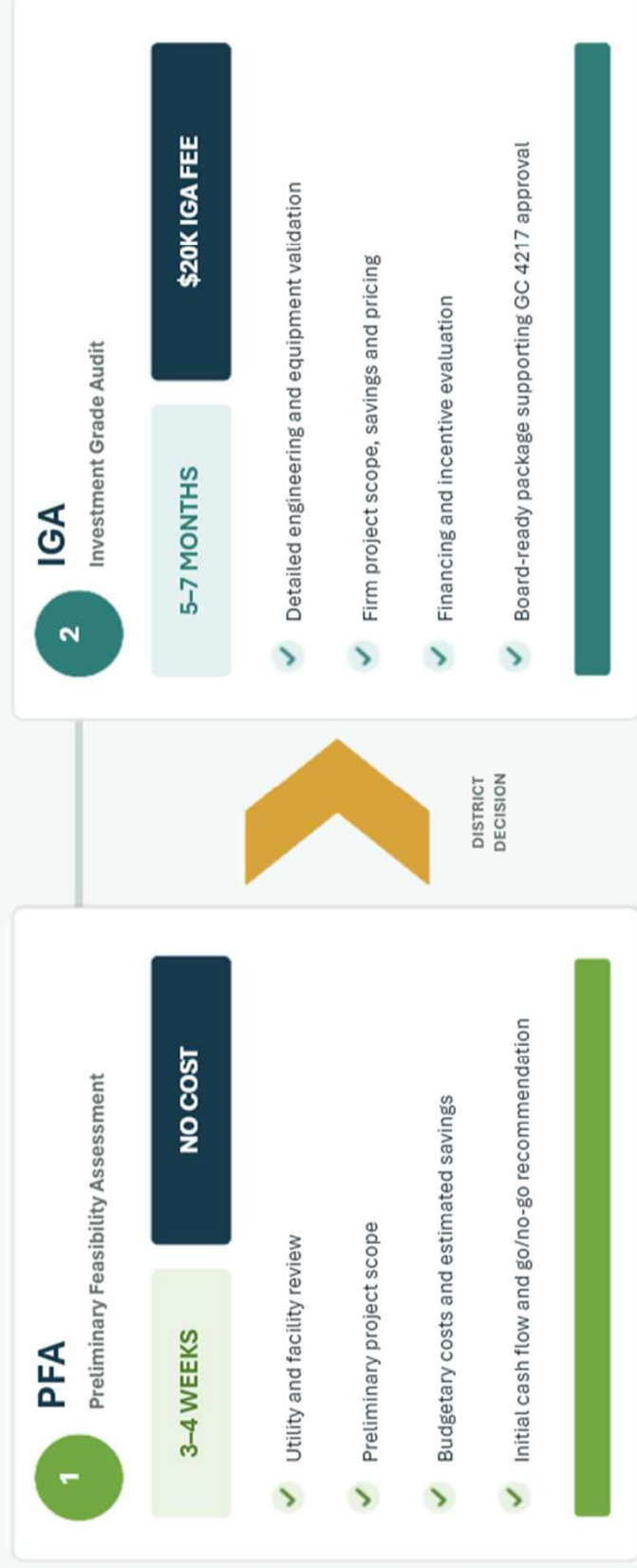


BOARD TAKEAWAY | Estimated savings increase from approximately \$46K in Year 1 to \$1.37M cumulatively over 20 years.

Development Timeline

A Clear Path from Feasibility to a Board-Ready Project

Two focused phases move the District from an initial no-cost assessment to validated scope, pricing and savings.



BOARD TAKEAWAY Start with a no-cost PFA; proceed to the \$20K IGA only after District review and direction.



**Powering
Performance**

Improve efficiency, reduce costs, and generate revenue



**Powering
Resilience**

Safeguard your organization from risks and outages



**Powering
Sustainability**

Accelerate your journey to a low-carbon future

Integrated energy solutions helping you balance planet and profit

20,000+

energy efficiency solutions delivered in the U.S.

290 MW

solar and battery storage systems installed

8.8 million

metric tons of CO₂ removed from the environment

Backed by parent company, Centrica PLC



Financial Stability

£22.4 billion revenue
generated in 2025



Technical Support

More than 7,000 engineers
employed to serve customers



Proven Partner

Leading energy provider since 1812
serving 10 million customers

centrica

As a FTSE 100 listed energy services and solutions company, Centrica supplies energy services to public and private sector customers, through brands such as British Gas, Bord Gáis and Centrica Business Solutions.



Process / Next Steps

1. Orangevale Recreation & Parks District gains approval from Board to move forward with the project.
2. Orangevale Recreation & Parks District signs a Project Development Agreement with Centrica to perform the Investment Grade Audit (IGA) for **\$20,000**. This exit fee is only due if Orangevale Rec & Parks decides not to move forward in implementing an energy project with Centrica.
3. Once the PDA is signed, Centrica will begin the Investment Grade Audit. This includes a site walk, engineering and development of scope items, competitive bid solicitation for subcontracted work, and final fixed-firm pricing.
4. Once costs are finalized, Centrica to bid out the project to financiers to gain the best interest rate and terms.
5. Orangevale Recreation & Parks District will approve the project and enter into a contract with Centrica for project management/construction of selected energy conservation measures (ECMs).

Centrica will also continue to seek out incentive and grant opportunities for the District to ‘buy down’ the project loan throughout the life of the project.

Questions?

Kathryn Hughes

Senior Account Executive

415-328-4078

Kathryn.Hughes@Centrica.com

Centrica Business Solutions

**ORANGEVALE RECREATION & PARK DISTRICT
RECREATION COMMITTEE MEETING
TUESDAY, SEPTEMBER 22
MEETING RECAP**

1. **CALL TO ORDER** *The meeting was called to order at 2:00pm
Roll Call: Director Brunberg, Director Stickney, Administrator Herz, and Manager Bain.*
2. **PUBLIC DISCUSSION** *There was no public discussion.*
3. **UNFINISHED BUSINESS** *There was no unfinished business.*
4. **NEW BUSINESS**
 - A. Workshop: Service Categories and Beneficiary of Services:
Admin Herz introduced the Service Categories and Beneficiary of Services workshop format, which involved sorting index cards with Program, Facility, and User Group categories into a ranked priority. The results can be used the Recreation Department staff as tool to assess the priorities for program development and facility rentals. This activity can be repeated at future meetings and/or by the full Board if desired. The results are attached on the second page.
 - B. Review and Discuss Current Recreation Programs.
Admin Herz and Manager Bain shared with the Committee an overview of the programs currently being offered by reviewing the 2026 Fall/Winter Activity Guide. Director Stickney inquired about participation levels in preschool programs and youth sports. Director Brunberg asked for more details about the travel programs.
 - C. Discuss Senior Programing Analysis.
** This item was removed from the agenda and will be moved to a future meeting*
 - D. Discuss New Recreation Program and Community Event Ideas.
Manager Bain shared a variety of new program and event ideas with the Committee. He highlighted the recent success of the new Big Wheels & Mighty Machines event created by Coordinator Vickers. Manager Bain intends to invite instructors from a variety of youth classes to have demo-days during Rec'ing Crew, so youth who participate in summer camp have the opportunity to explore other District offerings. He also shared new event ideas that would involve the Shadey Oaks Disc Golf Course, and the Orangevale Community Park trails.
 - E. Discuss Unauthorized Classes and Instructors.
The Committee discussed concerns about private lessons being taught in District facilities, especially the Horse arena. Admin Herz presented a draft of a Horse Arean Rules sign, that would address dogs, e-bikes, and people attempting to use the public facility for private instruction. Director Brunberg suggested adding "commercial use" to the list of prohibited activities. Admin Herz stated that she plans to start with the horse arena and then post similar signs on ball fields and sports courts. While approval was not required to move forward,, the Committee supported the sign, in both concept and format.
5. **DIRECTOR'S AND STAFF'S COMMENTS** *No Comments.*
6. **SET DATE FOR NEXT MEETING** *Tentatively scheduled for Nov 17th at 12:00pm.*
7. **ITEMS FOR NEXT AGENDA:**
 - 2027 Facility Fees
 - 2027 Program Development Plan
 - Discuss Senior Programing Analysis.*
8. **ADJOURNMENT** *3:11 p.m.*

Recreation Committee Workshop Results

Programs	Facilities	Users
Special Events	Trails	Orangevale Residents
Aquatics	Playgrounds	Non-Profits
Youth Activities	Pool	OV-For Profit
Senior Activities	Sports Fields	Non-OV For Profit
Preschool Activities	Picnic Areas	Non-residents
Teen Activities	Public Buildings	Other Government Agencies
Adult Activities	Open Space	
Sports	Disc Golf	
Camps	Horse Arena	
Arts & Enrichment	Dog Park	
Group Programs		
Private Classes		

STAFF REPORT



DATE: 10-15-26

TO: Board of Directors

FROM: Becky Herz, District Administrator

SUBJECT: **MONTHLY ACTIVITY REPORT – September 2026**

ADMINISTRATION ACTIVITY:

- On Sept 3, Admin Herz, Superint. Oropeza, and Manager Bain met with Dan Mc Cready from Garland and prospective bidders for the roofing RFP job-walk.
- On Sept 3, Admin Herz participated in the CSDA Sacramento Chapter meeting at the Galt-Arno Cemetery District.
- On Sept 4, Admin Herz and Manager Woodford met with the Orangevale History Project to discuss facility use and future partnerships.
- On Sept 4, Admin Herz and Superint. Oropeza met with OVFO Arts to discuss projects in Youth Center Park.
- On Sept 11, Manager Bain attended the OV Community Council Meeting.
- On Sept 11, Admin Herz participated in the CSDA Fiscal Committee Meeting in downtown Sacramento.
- On Sept 11, Admin Herz met with the Sacramento Regional Conservation Corp at Rollingwoods Nature Area to discuss progress on the Wildfire Prevention Plan.
- On Sept 12, Admin Herz helped host the OVFO Kiwanis Corn Hole Tournament at the Orangevale Community Center.
- On Sept 16, Admin Herz participated in the CSDA Webinar: “2026 Update to CARB ACF ZEF Regulation – What’s New?”
- On Sept 17, Admin Herz, Manager Bain, and Analyst Harling participated in a BambooHR meeting.
- On Sept 17, Manager Bain, and Analyst Harling participated in the CSDA Webinar: “Getting Comfortable with Uncomfortable Conversations”
- On Sept 17, Admin Herz, and Analyst Harling participated in a BenefitsBridge meeting and training hosted by Sacramento County.
- On Sept 24, Admin Herz joined the CAPRI webinar “Member Visit Cycle XXI – Overview & Training”
- On Sept 28, Admin Herz participated in the CPRS Star Report on-line.
- On Sept 29, Admin Herz participated via zoom in the CARPD GM Roundtable.
- On Sept 29, Director Presinal and Admin Herz hosted the Special District Advisory Committee Meeting for Sacramento LaFCo.
- On Sept 30, Admin Herz, Manager Bain, and Forman Fuhlrodt met with Arrow Construction to plan the parking lot projects at OCCP and OCP.

TRAININGS AND CONFERENCES:

- On Sept 22, OVparks held a meeting for FT staff to provide information about the benefits being offered by the District in 2027.

EVENTS:

- The Kenneth Grove Improvement Project Phase II volunteer event took place on Sept 19. A team of 58 volunteers moved 72 yards of rock with leadership from Parks staff: Arce, Fuhlrodt, and Ehinger.
- The Fall Rummage Sale took place on September 19, with 22 vendors.

PARKS Monthly Report: August and September 2026

Park Infrastructure

- Staff continues with monthly playground inspections and repairs on site as needed.
- A toilet was repaired at the Orangevale Community Park and Community Center.
- Replaced a flush valve at the Orangevale Community Center
- Homeless camp was removed from the Pecan, Palisades and Community Center Park.
- Staff installed a new light at the Youth Center front door.

Mechanics

- Staff continues to conduct basic maintenance to small engine equipment and mowers.
- A tire was replaced on the Dodge Ram 2500.
- The radiator was repaired on the 2016 Ford F150.

Park Irrigation

- Staff continues with off-season pool maintenance.
- Staff troubleshot and repaired 4 valves at Oak and Filbert.
- 31 sprinklers were replaced/repared at various parks.
- Two potable water main line repairs were done at the Youth Center Park.
- Staff repaired 7 valves at various parks.

Park Grounds

- Staff continues ongoing maintenance at all parks and trails (restrooms, trash, mowing, edging & blowing).
- Staff removed a medium-size tree from Oak and Filbert Park and pruned several trees.
- Staff lifted trees in several parks of the district.

Other Reports

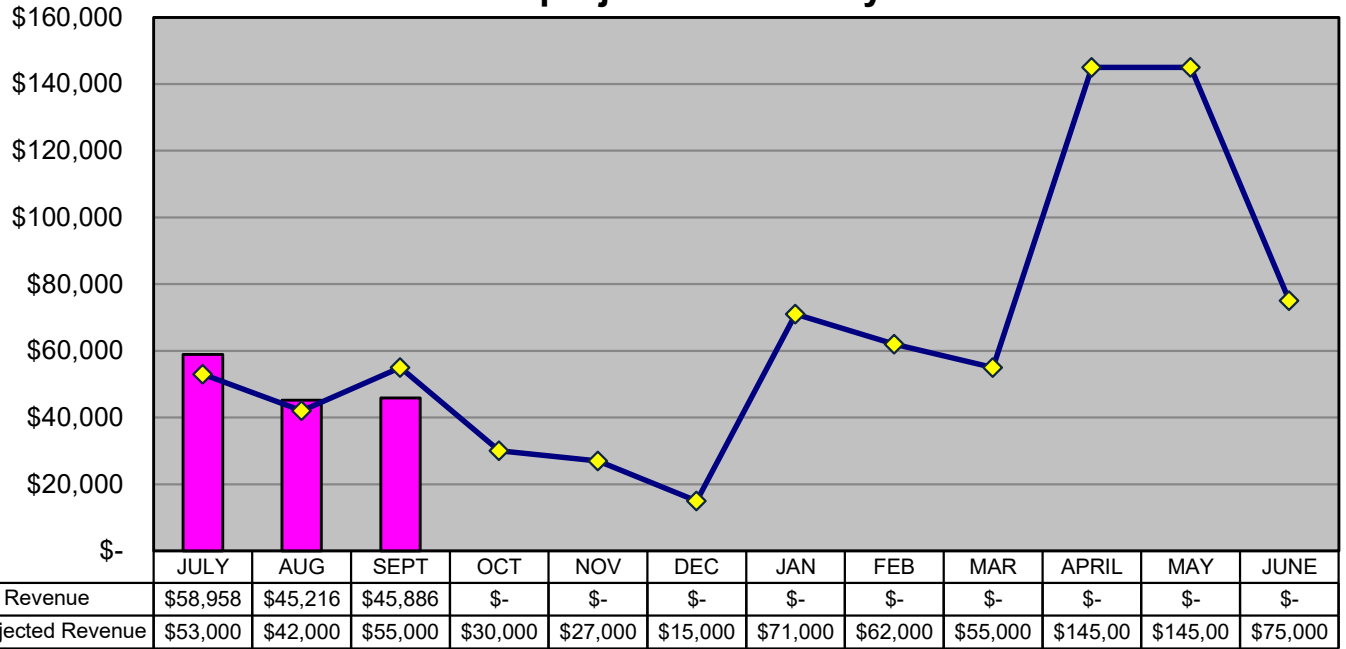
- All Staff assisted in the Kenneth Grove Relandscaping Project
 - Removed multiple shrubs and the stumps.
 - Removed, level and spread soil in the planter area.
 - Repaired irrigation on the entire area.
 - Trenched retaining wall next to walkway to prevent rocks from sliding.
 - Installed weed barrier on the entire landscape area.
 - Work with volunteers to install decorative rocks on the entire landscape area.

RECREATION Monthly Report: September 2026

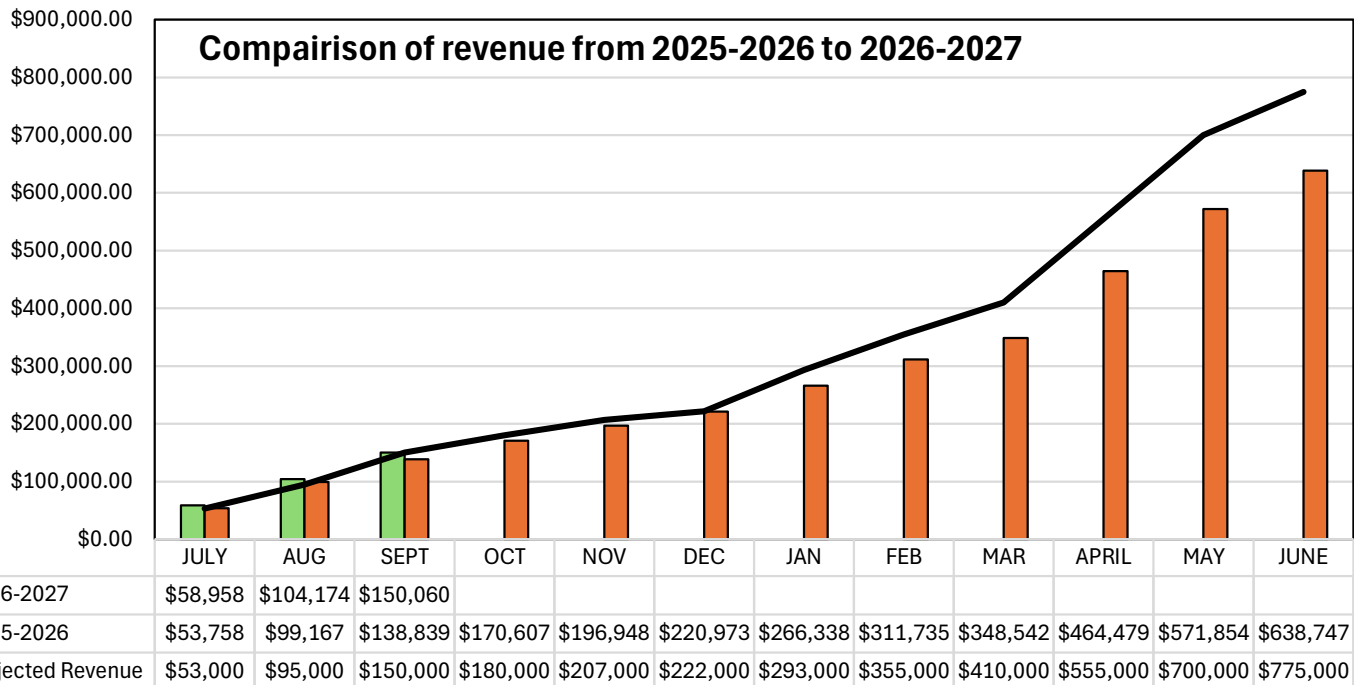
September	Enrollment	Attendance	Gross Revenue
Active Adults			
Bridge	28		\$84.00
Informational Series		7	
Mid Day Movie		8	
M.O.V.E. Bingo		17	
Active Adults Sub Total	28	32	\$84.00
Aquatics			
Sunset / Full Moon Paddle	1		\$69.00
Aquatics sub total	1	0	\$69.00
Classes			
Drivers Education Online	1		\$29.00
Kids Night Out	8		\$276.00
Ukulele Fretters	20		\$20.00
Classes Sub Total	29	0	\$325.00
Events			
Rummage Sale	22		\$924.00
Events Sub Total	22	0	\$924.00
Sports & Fitness			
Byers Gymnastics Girls Basic	3		\$294.00
Chen Tai-Chi Chuan	8		\$400.00
The STUDIO Mini Ninja	1		\$120.00
Sports & Fitness Sub Total	12	0	\$814.00
GRAND TOTAL	92	32	\$2,216.00

September Gross Revenue Recap – September OTC (over the counter) revenue for combined recreation and facility rentals ended at \$45,886 which is \$9,114 below the projected amount and \$6,214 above September 2025. September recreation revenue came in at \$34,553, which is \$5,447 below the projected amount. September facility revenue came in at \$11,333, which is \$3,667 below the projected amount. *Please note the revenue referenced here includes prepayments for future programs while the revenue figures listed in the chart above represent revenue attributed to programs occurring in September.*

2026-2027 ORPD Recreation & Facility Revenue Net vs projected - Monthly View



Comparison of revenue from 2025-2026 to 2026-2027



STAFF REPORT



DATE: 10/15/26

TO: Board of Directors

FROM: Becky Herz, District Administrator

**SUBJECT: ELECTION OF BOARD OF DIRECTORS VICE CHAIRPERSON FOR
THE REMAINDER OF 2026**

RECOMMENDATION

The Board of Directors nominates and elects a Vice Chair for the remainder of 2026.

BACKGROUND

The Board of Directors elects Officers yearly to conduct the business of the Orangevale Recreation & Park District. Due to the resignation of Director Lisa Montes on Sept 23, 2026, the Vice Chairperson position is currently vacant. The current officer list for 2026 is:

Chairperson:	Sharon Brunberg
Vice Chairperson:	VACANT
Secretary:	Arica Presinal

RECOMMENDED MOTION

I nominate _____, and move that they are elected to serve as Vice Chairperson for the Orangevale Recreation & Park District Board of Directors for the remainder of 2026

STAFF REPORT



DATE: 10/15/26

TO: Board of Directors

FROM: Becky Herz, District Administrator

SUBJECT: **REVIEW OPTIONS TO COMPLETE THE ORANGEVALE
COMMUNITY CENTER ROOF PROJECT AND POSSIBLE APPROVAL
OF THE QUOTE FROM THE LOWEST QUALIFIED BIDDER**

RECOMMENDATION

Review the results of the responses to the original RFP with Garland/DBS Inc., and consider approving a quote for an alternate option.

BACKGROUND

The FY 2026/27 Budget allocated \$325,000 to replace the failing flat-roof section of the Orangevale Community Center. On August 20, 2026, the Board of Directors approved the Project Manual for the Orangevale Community Center Low Slope Roof Sections Project, with the results scheduled for review at the October Board meeting.

On September 21, 2026, Garland/DBS Inc. delivered the results of the process, with quotes ranging from \$444,465 to \$598,291. Because the lowest responsible bid significantly exceeded the available budget, staff discussed alternative options with Garland/DBS Inc., including delaying the project, completing it in phases, and revising its scope.

Staff advised the Garland/DBS Inc to proceed with requesting the responding firms to provide an alternate quote for roof rehabilitation. If the alternate project proposal includes an acceptable solution and cost, the Board of Directors can vote to accept the lowest responsive bid for revised project.

FINANCIAL IMPACT

Currently, the estimated cost of the original project – to replace all low slope sections of roof on the Orangevale Community Center - exceeds the funds budgeted for the project by \$138,965, (43%). This is due to higher-than-expected construction quotes, and the need to move a gas line to complete the project. This overage exceeds the \$50,000 available in the Contingency Fund. Therefore, the original project can only be achieved with significant revisions to the 26/27 FY Budget. That action is not being recommended by the District Administrator at this time.

Instead, an alternate option for roof-rehabilitation will be available for the October 15, 2026 Meeting, and presented for Board consideration.

POSSIBLE MOTION

I move that accepted the change in scope of the Orangevale Community Center Low Slope Roof Sections Project from replacement to rehabilitation, and accept the quote from the lowest qualified respondent _____ for _____, and instruct the District Administrator to sign the construction contract.

STAFF REPORT



DATE: 10/15/26

TO: Board of Directors

FROM: Jason Bain, Recreation Manager

THROUGH: Becky Herz, District Administrator

**SUBJECT: APPROVAL OF THE AGREEMENT WITH THE ALL EVENTS
MANAGEMENT GROUP TO HOLD ORANGEVALE SUMMER
PALOOZA EVENT IN ORANGEVALE COMMUNITY PARK ON
MAY 21 - MAY 23, 2027**

RECOMMENDATION

Approve the agreement with All Events Management Group to hold Orangevale Summer Palooza in Orangevale Community Park on May 21 - May 23, 2027.

BACKGROUND

Lisa Montes from AEMG, Inc. submitted a special event application to hold Orangevale Summer Palooza at the Orangevale Community Park. This annual event was created to bring back the spirit of the Orangevale Town Fair, including live entertainment, carnival, vendors and exhibitors. The location of the event is the same location as the last years Orangevale Summer Palooza using the horse arena, pavilion and grass area. The event will be held a week earlier than in previous years. The fee for 2027 will be \$2,871 and the rate for 2026 was \$2,734.

RECOMMENDED MOTION

I move we approve the Agreement with All Events Management Group to hold Orangevale Summer Palooza in Orangevale Community Park on May 21 - May 23, 2027, and authorize the District Administrator to execute the agreement.

PERMIT AGREEMENT

This Agreement is made and entered into this 15th day of October 2026, 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 All Events Management Group, 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 *Orangevale’s Summer Palooza* community special event for the public on May 21 – May 23, 2027

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 Orangevale’s Summer Palooza May 21 – May 23, 2027 (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 17, 2027, and is required to complete Event take-down and cleanup by Monday, May 24, 2027 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, May 24, 2027, 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 17 – May 24, 2027, 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 May 24, 2027, 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 9, 2026, 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 eight hundred and seventy one dollars (\$2,871.00) (the “Rental Fee”) no later than March 8, 2027.

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 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 May 21 – May 23, 2027.

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

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

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

OBLIGATIONS OF PERMITTEE

6. Permittee understand and agrees to do the following:

a. Permittee shall attend a pre-event inspection walk-through which will take place on Friday, May 14, 2027 with the District's representatives and the post-event inspection walk-through that will take place on Tuesday, May 25, 2027 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, May 25, 2027. 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 April 12, 2027 for review by the District. Any feedback on the layout for the Event shall be given no later than April 19, 2027. 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, April 30, 2027. Permittee agrees to provide the necessary number of portable restrooms as specified by the County of Sacramento Environmental Management Department. Permittee shall provide for stocking and cleaning of each portable restroom on an hourly basis during the event and pumping of portable restrooms that meets the County of Sacramento Environmental Management Department requirements and any other laws, rules and/or regulations.

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

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

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

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

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

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

INDEMNIFICATION

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

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

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

INSURANCE

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

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

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

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

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

By execution of this Agreement, Permittee certifies as follows:

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

As part of the execution of this Agreement, Permittee agrees to furnish to the District a certified copy of the insurance policies that it has taken out for public liability, property damage and worker's compensation insurance set forth above for the period covered by

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

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

ASSIGNMENT OF AGREEMENT

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

DEFAULT

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

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

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

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

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

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

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

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

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

HAZARDOUS SUBSTANCES

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

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

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

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

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

CANCELLATION BY PERMITTEE

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

INCLEMENT WEATHER POLICY

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

NOTICE

18. Service of Notice.

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

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

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

NEGATION OF PARTNERSHIP

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

WAIVER

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

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

**ORANGEVALE RECREATION AND
PARK DISTRICT**

ALL Events Management Group

By _____
Jason Bain, Recreation Manager

By _____
Lisa Montes, AEMG, INC President

STAFF REPORT



DATE: 10/15/26

TO: Becky Herz

FROM: Jason Bain, Recreation Manager

THROUGH: Becky Herz, District Administrator

SUBJECT: APPROVAL OF THE AGREEMENT WITH THE ALL EVENTS MANAGEMENT GROUP TO HOLD BOW WOW DAYS – A PETICULAR EVENT IN ORANGEVALE COMMUNITY PARK ON SEPTEMBER 18, 2027

RECOMMENDATION

Approve the agreement with All Events Management Group to hold Bow Wow Days – a Peticular Event in Orangevale Community Park on September 18, 2027.

BACKGROUND

Lisa Montes from AEMG, Inc. submitted a special event application to hold Bow Wow Days – A Peticular Event at the Orangevale Community Park. The event location will be around the walking path that surrounds the soccer field near the Filbert parking lot. This event is a pet awareness event with demonstrations, info on pet care, pet adoptions, music, food, vendors, and crafts. This event will run from 9am to 2pm on September 18. The fee for the event is \$891 last year's fee was \$849.

RECOMMENDED MOTION

I move we approve the Agreement with All Events Management Group to hold Bow Wow Days – a Peticular Event in Orangevale Community Park on September 18, 2027, in Orangevale Community Park and authorize the District Administrator to execute the agreement.

PERMIT AGREEMENT

This Agreement is made and entered into this 15th day of October 2026, by and between Orangevale Recreation and Park District, a recreation and park district formed pursuant to California Public Resources Code Section 5780, et seq., a political subdivision of the State of California located in Sacramento County, hereinafter referred to as the “District”, and Lisa Montes “All Events Management Group or AEMG”, hereinafter referred to as the “Permittee”.

RECITALS

WHEREAS, the District is the owner of certain real property located in the County of Sacramento, State of California known as Orangevale Community Park, located at 7301 Filbert Avenue, Orangevale, California, hereinafter referred to as the "Property"; and

WHEREAS, Permittee desires to use the Property for the Bow Wow Days – A Peticular Event, community special event for the public on September 18, 2027.

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

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

SCOPE OF PERMIT AND USE OF PROPERTY

1. District agrees to grant Permittee the non-exclusive right to use the Property for Bow Wow Days A Peticular Event, September 18, 2027 (the “Event”) for attendance by the general public. Permittee shall also have exclusive use of the areas of the Property outlined in the Application for Use of Facilities (the “Application”), a copy of which is to be completed and attached hereto as Exhibit A and incorporated herein by this reference. Permittee shall have the right to impose reasonable rules and regulations to be observed by the general public to ensure the safety of the participants at said Event. Permittee agrees to comply with all District rules, regulations, and policies with respect to the use of the Property. Permittee is authorized to begin Event setup on Saturday, September 18, 2027, at 6am and is required to complete Event take-down and cleanup by Saturday September 18, 2027, at 2pm. Permittee is required to coordinate all activities with the District. Permittee agrees that the security deposit will be forfeited if Permittee fails to complete all cleanup of the Property by Saturday, September 18, 2027, at 2pm

Permittee shall cause the removal of any camper, truck, trailer and/or tents from the designated area and the Property no later than September 18, 2027, at 2pm. 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 June 28, 2027. The Deposit shall be used to reserve the dates and pay for any damages associated with the terms of this Permit should said damages not be repaired by Permittee. The parties agree that the District can deduct the expense of repairing and/or replacing any property damage, claims and/or any other unpaid sums owed by Permittee under this Agreement from the Deposit with the balance returned to the Permittee within thirty (30) days of the last day of any repairs. Permittee shall forfeit all or a portion of the Deposit if the event is cancelled in accordance with the schedule set forth in Paragraph 4 below. The District shall provide a detailed itemized list of all deductions from the Deposit to the Permittee.

As further consideration for the use of the Property, Permittee shall pay to the District a rental fee of eight hundred ninety one dollars (**\$891**) (the "Rental Fee") no later than June 28, 2027.

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

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

CHARGES BY PERMITTEE

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

OBLIGATIONS OF DISTRICT

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

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

b. District shall furnish Permittee with electrical and water usage within the capacity of the District's facilities, for the Event from September 18, 2027 only.

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

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

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

OBLIGATIONS OF PERMITTEE

6. Permittee understand and agrees to do the following:

a. Permittee shall attend a pre-event inspection walk-through which will take place on Friday, September 17, 2027, with the District's representatives and the post-event inspection walk-through that will take place on Monday, September 20, 2027 to determine pre and post event facility conditions and damage.

b. Permittee agrees and understands that it shall reimburse the District for the repair of any area of the Property or its surrounding areas which is damaged or diminished in value by or related to operations or activities under this Permit, and shall pay for the District to restore the area, to the condition existing immediately prior to the commencement of the Permittee's operations under this Permit, excepting normal wear and tear of turf areas. District shall provide an itemized list of any such damages or repairs resulting from the event, within five (5) days from the Event's final walk-through on Monday, September 20, 2027. 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 June 28, 2027, for review by the District. Any feedback on the layout for the Event shall be given no later than July 5, 2027. 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, June 21, 2024. Permittee agrees to provide the necessary number of portable restrooms as specified by the County of Sacramento Environmental Management Department. Permittee shall provide for stocking and cleaning of each portable restroom on an hourly basis during the event and pumping of portable restrooms that meets the County of Sacramento Environmental Management Department requirements and any other laws, rules and/or regulations.

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

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

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

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

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

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

INDEMNIFICATION

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

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

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

INSURANCE

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

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

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

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

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

By execution of this Agreement, Permittee certifies as follows:

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

As part of the execution of this Agreement, Permittee agrees to furnish to the District a certified copy of the insurance policies that it has taken out for public liability, property damage and worker's compensation insurance set forth above for the period covered by

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

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

ASSIGNMENT OF AGREEMENT

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

DEFAULT

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

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

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

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

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

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

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

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

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

HAZARDOUS SUBSTANCES

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

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

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

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

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

CANCELLATION BY PERMITTEE

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

INCLEMENT WEATHER POLICY

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

NOTICE

18. Service of Notice.

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

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

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

NEGATION OF PARTNERSHIP

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

WAIVER

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

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

**ORANGEVALE RECREATION AND
PARK DISTRICT**

**ALL EVENTS MANAGEMENT GROUP
LISA MONTES**

By _____
Jason Bain, Recreation Manager

By _____
Lisa Montes, AEMG, INC President

STAFF REPORT



DATE: 10/15/26

TO: Board of Directors

FROM: Jason Bain, Recreation Manager

THROUGH: Becky Herz, District Administrator

**SUBJECT: APPROVAL OF THE AGREEMENT WITH ALL EVENTS
MANAGEMENT GROUP AND THE ORANGEVALE HISTORY
PROJECT TO RENT BUILDING 2 AND ADJACENT GRASS AREA FOR
A NIGHT AT THE MUSEUM EVENT ON SEPTEMBER 10, 2027**

RECOMMENDATION

Approve the agreement with All Events Management Group and the Orangevale History Project, to rent the grass area near Building 2 and Building 2 at Orangevale Community Center Park, for A Night at the Museum event on September 10, 2027.

BACKGROUND

Lisa Montes, with All Events Management Group, is looking to rent the grass area near Building 2 and Building 2 at Orangevale Community Center Park, for A Night at the Museum event on September 10, 2027. This event will have appetizers and adult beverages on the grass area while enjoying light Jazz Trio. This event will be held to promote the History Project and Museum. The fee for this event is \$160 for the room rental and \$404 special event fee for a total of \$564. Last year's rate was \$545.

RECOMMENDED MOTION

I move that we approve the agreement with All Events Management Group and the Orangevale History Project, to rent the grass area near Building 2 and Building 2 at Orangevale Community Center Park, for A Night at the Museum event on September 10, 2027, and authorize the District Administrator to execute the agreement.

PERMIT AGREEMENT

This Agreement is made and entered into this 15th day of October 2027, 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 All Events Management Group, hereinafter referred to as the “Permittee”.

RECITALS

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

WHEREAS, Permittee desires to use the Property for the *Night at the Museum* community special event for the public on September 10, 2027

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 Night at the Museum September 10, 2027 (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 September 10, 2027 at 2 p.m. and is required to complete Event take-down and cleanup by Friday September 10, 2027, at 10:00 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 Friday September 10, 2027, at 10:00 p.m.

Permittee shall be entitled to authorize the use of tents, camper trucks and trailers by exhibitors, concessionaires, and Permittee’s officials on September 10, 2027, 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 September 10, 2027, at 10:00 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.

The District agrees, not to 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 June 7, 2027 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 five hundred sixty four dollars (**\$564**) (the “Rental Fee”) (\$404 special event fee and \$160 building fee for two hours) no later than June 7, 2027.

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 requirements and is not in breach thereof, District understands and agrees to do the following:

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

b. District shall furnish Permittee with electrical and water usage within the capacity of the District’s facilities, for the Event from September 10, 2027 only if requested.

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

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

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

OBLIGATIONS OF PERMITTEE

6. Permittee understand and agrees to do the following:

a. Permittee shall attend a pre-event inspection walk-through which will take place on Thursday, September 9, 2027 with the District's representatives and the post-event inspection walk-through that will take place on Monday, September 13, 2027 to determine pre and post event facility conditions and damage.

b. Permittee agrees and understands that it shall reimburse the District for the repair of any area of the Property or its surrounding areas which is damaged or diminished in value by or related to operations or activities under this Permit, and shall pay for the District to restore the area, to the condition existing immediately prior to the commencement of the Permittee's operations under this Permit, excepting normal wear and tear of turf areas. District shall provide an itemized list of any such damages or repairs resulting from the event, within five (5) days from the Event's final walk-through on Monday, September 13, 2027. 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 June 7, 2027 for review by the District. Any feedback on the layout for the Event shall be given no later than June 11, 2027. 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 June 8, 2026. Permittee agrees to provide the necessary number of portable restrooms as specified by the County of Sacramento Environmental Management Department. Permittee shall provide for stocking and cleaning of each portable restroom on an hourly basis during the event and pumping of portable restrooms that meets the County of Sacramento Environmental Management Department requirements and any other laws, rules and/or regulations.

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

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

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

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

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

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

INDEMNIFICATION

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

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

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

INSURANCE

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

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

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

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

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

By execution of this Agreement, Permittee certifies as follows:

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

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

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

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

ASSIGNMENT OF AGREEMENT

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

DEFAULT

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

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

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

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

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

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

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

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

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

HAZARDOUS SUBSTANCES

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

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

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

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

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

CANCELLATION BY PERMITTEE

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

INCLEMENT WEATHER POLICY

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

NOTICE

18. Service of Notice.

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

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

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

NEGATION OF PARTNERSHIP

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

WAIVER

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

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

**ORANGEVALE RECREATION AND
PARK DISTRICT**

ALL Events Management Group

By _____
Jason Bain, Recreation Manager

By _____
Lisa Montes, AEMG, INC President