

**ORANGEVALE RECREATION & PARK DISTRICT
BOARD OF DIRECTORS MEETING
THURSDAY, NOVEMBER 16, 2023**

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

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

1. CALL TO ORDER

2. ROLL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. PUBLIC DISCUSSION

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

6. MINUTES

a. Approval of minutes of the Regular Meeting October 19, 2023 (pg. 1-10)

7. CORRESPONDENCE

- a. Ads in the October 6 & 20 issues of the Orangevale View to promote upcoming programs (pg. 11-12)
- b. An article in the October 6 issue of the Orangevale View about the successful Bow Wow Days event at Orangevale Community Park on September 23 (pg. 13)
- c. An article in the October 6 issue of the Orangevale View promoting the Family Fright Night event and the Cemetary Haunted House attraction. Both were held at the Orangevale Community Center Park (pg. 14)
- d. An article in the October 20 issue of the Orangevale View about the Arcade-Cripple Creek Trail progress and how the trail will benefit Sundance and Streng Parks, and the community (pg. 15)

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 October 2023 (pg. 16-17)
- b. Budget Status Report for October 2023 (pg. 18-20)
- c. Revenue Report for October 2023 (pg. 21)

8.2 OLLAD CONSENT MATTERS

- a. Ratification of Claims for October 2023 (pg. 22-23)
- b. Budget Status Report for October 2023 (pg. 24-25)

8.3 KENNETH GROVE CONSENT MATTERS

- a. Ratification of Claims for October 2023 (pg. 26)
- b. Budget Status Report for October 2023 (pg. 27)

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

- a. Ratification of Claims for October 2023 (pg. 28)

10. **STANDING COMMITTEE REPORTS**

- a. Administration & Finance – No Report
b. Maintenance & Operation – No Report
c. Recreation Committee – This committee met on October 27 at 8:30am at the Community Center. See the meeting recap (pg. 29-30)
d. Personnel & Policy – No Report
e. Government – No Report
f. Planning Committee – This committee met on November 1 at 2:15pm at the Youth Center Park. See the meeting recap (pg. 31-32)
g. Trails Committee – No Report.
h. Ad Hoc – This committee met on October 24 at 6:00pm at the Community Center. See the meeting recap (pg. 33-34)

11. **ADMINISTRATOR'S REPORT**

- a. Monthly Activity Report – October 2023 (pg. 35-47)

12. **UNFINISHED BUSINESS**

- a. Cell tower lease extension with American Tower (verbal)

13. **NEW BUSINESS**

- a. Approval of Resolution 23-11-714, Resolution Establishing a Schedule of Fees for Use of Park and Recreational Facilities, Programs, and Services for 2024 (pg. 48-57)
b. Approval of the agreement with All Events Management Group to hold *Orangevale's Summer Palooza* event at Orangevale Community Park on June 14-16, 2024 (pg. 58-73)
c. Approval of the agreement with All Events Management Group to hold the *Cars at the Corral* event at Orangevale Community Park on August 24, 2024 (pg. 74-89)
d. Approval of the agreement with All Events Management Group to hold the *Bow Wow Days – A Peticular Event* at Orangevale Community Park on September 28, 2024 (pg. 90-105)
e. Approval to properly dispose of two decommissioned vehicles from the District's park maintenance fleet (pg. 106)
f. Approve the lowest responsible and responsive bid that is within or below the District's budget range for the Community Center Reroofing project (pg. 107-111)
g. Approve the submitted quote from Exclusive Exteriors for removing damaged sections of concrete and replacing with new concrete at the bleacher area of the Youth Center Park ballfield (pg. 112-113)
h. Approve the submitted quote from Just Perfect Floors for removing existing flooring within the pool building restrooms/changing rooms, lobby, and guard room/office in addition to the Community Center kitchen, and replace all with new anti-slip epoxy flooring. (pg. 114-118)
i. Restoration of the pool slide by having a professional contractor apply gel-coating to the interior and paint the exterior of the slide (verbal)
j. Swimming Pool Project Timeline and Update (pg. 119)
k. Driveway/Trail Project Timeline and Update (pg. 120)
l. Arcade Cripple Creek Trail Project Update (verbal)

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

15. **ITEMS FOR NEXT AGENDA**

16. **ADJOURNMENT**

NOTICE:

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

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

Directors can be reached at: director@ovparks.com

Sharon Brunberg

Manie Meraz

Lisa Montes

Arica Presinal

Mike Stickney

ORANGEVALE RECREATION & PARK DISTRICT

Minutes of Meeting of Board of Directors October 19, 2023

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on October 19, 2023, at the District Office. Director Stickney called the meeting to order at 6:33 p.m.

Directors present: Stickney, Meraz, Brunberg, Montes, Presinal
Directors absent: None
Staff present: Barry Ross, District Administrator
Jennifer Von Aesch, Finance/HR Superintendent
Horacio Oropeza, Park Superintendent
Melyssa Woodford, Admin. Services Supervisor

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was conducted.
4. **APPROVAL OF AGENDA**
MOTION #1 On a motion by Director Brunberg, seconded by Director Montes, the agenda was approved by a vote of 5-0-0 with Directors Stickney, Presinal, Brunberg, Meraz, and Montes voting Aye. There were no Nays or Abstentions.
5. **PUBLIC DISCUSSION** No one wished to address the Board during public discussion. Becky Herz was introduced as an attendee interested in observing the meeting and learn more about the District. Director Stickney advised that forms are available to complete related to a specific agenda item.
6. **MINUTES**
MOTION #2 a) Approval of Minutes of September 21, 2023 (pg. 1-11): On a motion by Director Montes, seconded by Director Brunberg, the minutes were approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Presinal, & Montes voting Aye. There were no Nays or Abstentions.
7. **CORRESPONDENCE**
 - a) Ads in the September 8 & 22 issues of the Orangevale View to promote upcoming programs (pg. 12-13): Admin Ross shared the recent ads published in the Orangevale View.
 - b) An article in the September 22 issue of the Orangevale View by the Orangevale History Project about Norma Hamlin Park and Palisades Park (pg. 14): Admin Ross shared an article regarding Norma Hamlin Park, formerly Snipes-Pershing Park. Director Meraz advised that Professor Van Ness led the battle to prevent the property from being developed into condominiums.
 - c) An article in the October 6 issue of the Orangevale View about the swimming pool renovation project (pg. 15): Admin Ross shared the

article in the Orangevale View regarding the renovation of the Orangevale Community Swimming Pool. Orangevale Live also did a story on the project.

- d) A nice account of the impact the HART Back Pack Drive had on over 1,100 children. The Orangevale Community Center was a collection location, and donations were made by staff (pg. 16): Admin Ross advised of the nice testimony of the school district employee that helped distribute the backpacks.

8. CONSENT CALENDAR

- a) Director Stickney inquired if Finance/HR Supt. Von Aesch could delete the # symbols in Item 20205500 for better readability of the report which she agreed to do.

MOTION #3

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

8.1. CONSENT MATTERS GENERAL FUND

- a) Ratification of Claims for September 2023 (pg. 17-18)
- b) Budget Status Report for September 2023 (pg. 19-21)
- c) Revenue Report for September 2023 (pg. 22)

8.2. OLLAD CONSENT MATTERS

- a) Ratification of Claims for September 2023 (pg. 23-24)
- b) Budget Status Report for September 2023 (pg. 25-26)

8.3. KENNETH GROVE CONSENT MATTERS

- a) Ratification of Claims for September 2023 (pg. 27)
- b) Budget Status Report for September 2023 (pg. 28)

9. NON-CONSENT MATTERS GENERAL FUND

- a) Ratification of Claims for September 2023 (pg. 29)

MOTION #4

On a motion by Director Brunberg, seconded by Director Stickney, the non-consent calendar was approved by a vote of 4-0-1 with Directors Stickney, Presinal, Brunberg, and Meraz voting Aye. There were no Nays. Director Montes abstained.

10. STANDING COMMITTEE REPORTS

- a) Administration and Finance: No report.
- b) Maintenance and Operation: No report.
- c) Recreation Committee: No report. Will meet on October 27 at 8:30am.
- d) Personnel & Policy: No report.
- e) Government: No report.
- f) Planning Committee: No report.

- g) Trails Committee: Trails Committee: No report.
- h) Ad Hoc: No report. Will meet on October 24 at 6:00pm.

11. ADMINISTRATOR'S REPORT

- a) Monthly Activity Report – September 2023 (pg. 30-39): Admin Ross shared the following information:
 - On September 5, 13, 20, and 27, Admin Ross attended weekly construction meetings for the Arcade Cripple Creek Trail project. These meetings include representatives from the City of Citrus Heights, the construction company, the project managers, engineers, and Sunrise Recreation & Park District. The purpose of the meetings is to provide updates, problem solve, assign new tasks, and make decisions to meet timelines.
 - On September 6, Admin Ross attended the monthly Orangevale Business Watch meeting held at the Orangevale Library. This is an opportunity for local business representatives to meet with law enforcement to discuss concerns with crime and learn how to best address it.
 - On September 15, contractors began the pile-driving work at the bridge site in Sundance Park.
 - On September 18, Admin Ross and Superintendent Von Aesch attended a meeting with California Consulting, an organization that helps search for and write grants for public agencies. It is a fee-based service that is valuable for agencies like OVparks that do not have staff dedicated to grants.
 - On September 22, most of the Parks Maintenance staff attended the annual CPRS District 2 Park Maintenance Equipment Expo. Director Meraz also attended. The event was held at William Land Park in Sacramento. The City of Roseville won the Maintenance Rodeo event, but the OVparks maintenance team competed well.
 - On September 23, the Bow Wow Days event was held at Orangevale Community Park. It was a beautiful day with happy people and pets enjoying the vendors, activities, and food. The event organizer will request a 2024 date which does not conflict with the annual Capital Airshow event.
 - On September 26, Admin Ross attended a California Association of Recreation & Park Districts meeting on Zoom. These meetings are held every two months and includes District Administrators from throughout California. This meeting included legislative updates, upcoming trainings, and helpful information sharing.
 - Admin Ross shared the Fulton-El Camino Police monthly activity report which included a call for service to Pecan Park on 9/12 to remove a homeless person who was camping in the women's restroom.

Supervisor Woodford advised of a successful Aging Well Symposium & Resource Fair held on Saturday, October 7. Recreation Specialist Jade Von Aesch created the spreadsheet provided of survey results from the five-hour fair. This sponsored event provided valuable information from vendors and

speakers for seniors, and education for adult children and caretakers. The survey conducted provided a 96% satisfaction rating from the eighty-one attendees. This sponsored event will be held again in October of 2024.

Park Supt. Oropeza advised of several branches which were removed at the Shady Oaks Disc Golf. A tree which had died near hole #10 was removed prior to the Women's Disc Golf Tournament. The large oak between holes #1 and #12 had a huge branch that came down and was removed. Homeless activity has increased. A large homeless camp was removed from Oak and Filbert creek area. Bollards are being removed and will be replaced with boulders at Sundance, Streng, and the Woodmore Oaks trail areas. The wide area mower is in the shop for a main hydraulic hose leak. The mower should be ready to be picked up tomorrow to resume mowing on Monday. A used truck was purchased yesterday for \$23,000 to replace one of the aging fleet trucks. OVparks had budgeted \$30,000 for the replacement. Admin Ross extended appreciation to Maintenance Foreman Doug Fuhlrodt and Maintenance Staff Lucas Lily for maximizing the life of the fleet trucks through excellent maintenance, repairs, and mechanical skills.

12. UNFINISHED BUSINESS

- a) Cell tower lease extension with American Tower (verbal):
- Per American Tower, their latest report shows that this tower is operating at a negative cash flow.
 - \$30,000 signing bonus is their best offer.
 - For the next lease they are offering a 15% escalation every five years instead of 20%.
 - They would consider 20% escalation if OVparks would provide a 500 sf expansion, which could allow an additional tenant on that tower.
 - They have provided a better Option 2:
 - Instead of offering \$650K for a 99-year lease, they are offering \$675K for a 50-year lease.
 - With the current lease agreement, OVparks would earn \$675K by 2039.
 - At the end of the 50-year lease (2054), OVparks would have earned \$1,745,000 if we had maintained our current lease arrangement. That is a difference of \$1,070,000.
 - The 20% increase will take effect in June of 2024. The Board of Directors decided to wait until June to revisit the topic.

13. NEW BUSINESS

- a) Review and approve bid for the Kidz Korner Preschool Reroof project (pg. 40): The Board of Directors approved the Kidz Korner Reroof project for the 2023-24 fiscal year budget with an estimated cost of \$35,000. The District began working with The Garland Company through the Omnia pre-bid process in August to secure bids for this job. The District received two bids in mid-September that were far above the estimated budget (\$57,769 and \$76,363), and the Board of Directors rejected both bids at the September 21, 2023 meeting. Because this project is under \$60,000, this can be an informal bid process. As part

of Garland's service, if a bid fails during the pre-bid process, they assist their client with future attempts to find contractors to bid. Several other contractors were invited to a job site visit and walk-through on October 10. Three contractors attended and others have expressed interest in the job. Bid forms were sent to interested contractors on October 11-12. Bids were due by 4pm on October 17 to be opened at this Board of Directors meeting on October 19. Bids were received from four contractors.

MOTION #5

On a motion by Director Montes, seconded by Director Brunberg, the lowest responsible and responsive bid that is within or below the District's budget range for the project from contractor D7 Roofing in the amount of \$38,750 is approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Presinal, & Montes voting Aye. There were no Nays or Abstentions.

The Board directs the District Administrator to finalize the agreement with this contractor with the objective of completing the job by December 15, 2023. Director Stickney requested this topic be placed on the agenda for the next Board of Directors Meeting for status follow-up.

- b) Approve or reject bid for the Community Center Park Driveway & Trails projects (pg. 41): Admin Ross tabled this item to a future BOD meeting as a final bid has not been obtained to date.

- c) Approve the purchase, delivery, and installation of boulders at Sundance Park, Streng Park, and Woodmore Oaks as part of the Arcade Cripple Creek Trail project (pg. 42):
In the summer of 2022, as the final bid for the Arcade Cripple Creek Trail (ACCT) project was received by the City of Citrus Heights, it was clear that inflation had drastically increased the cost for the project. The City of Citrus Heights was requesting each of their partner agencies to absorb some of the project components and the related costs. The District agreed to absorb two projects within our parks: 1. Construct a 130 linear foot (6' tall) redwood fence at the south end of Streng Park to provide privacy for neighbors, and 2. Install approximately 250 linear feet of post & cable fencing. The estimated costs for these projects was \$35,000. The redwood fence was installed in April 2023 at a cost of \$11,473. The Board of Directors approved the Boulders / Post & Cable project for the ACCT for the 2023-24 fiscal year budget with an estimated cost of \$18,000. Staff determined that we could use boulders for all of our fencing and barrier needs at Sundance Park, Streng Park, and at Woodmore Oaks requiring 65 total boulders with the average size of 3' wide x 3' long x 2' tall. Staff selected the Rustic El Dorado Blue boulder variety. The District received a favorable quote from Central Valley Engineering & Asphalt to purchase, deliver, and set in place the

65 boulders at a total cost of \$17,580. Admin Ross advised that installation would be completed in November or December 2023.

MOTION #6

On a motion by Director Brunberg seconded by Director Montes, the purchase, delivery, and installation of boulders at Sundance Park, Streng Park, and Woodmore Oaks as part of the Arcade Cripple Creek Trail project was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Presinal, & Montes voting Aye. There were no Nays or Abstentions.

d) Preliminary discussions about future use options for the Kidz Korner preschool building if the current preschool program is discontinued (pg. 43):

Beginning with this current 2023-24 school year, state law requires all school districts to offer transitional kindergarten (TK), now providing two years of kindergarten for students. This is a free, public school program. San Juan Unified School District offers TK at two Orangevale elementary schools; Ottoman School offers a full day program and Trajan School offers a half-day (4 hour) program. The introduction of TK has had a negative impact on the preschool programming at many park and recreation districts in the area. For OVparks it caused the cancellation of the first 8-week session of our Kinder Kidz preschool program for ages 4-5 years, who are at the age that traditionally would be entering kindergarten the following year. The District's Orange Blossom program for ages 3-4 years is successfully operating with 14 children enrolled. While the District is preparing to replace the roof on the preschool building, it is important that we begin planning for alternative uses for the facility should the current preschool programming be discontinued due to insufficient enrollment. Staff has begun gathering some preliminary ideas:

1. Classroom for new youth classes or camps (i.e. sports, STEM)
2. Tot programs (i.e. Zumba, story time, mommy & me groups)
3. Homeschool enrichment programs and camps
4. After school camps (i.e. Mad Science, Lego, Music)
5. Restroom and storage building with a meeting room
6. Senior programming building
7. Clubhouse and/or snack shack for baseball
8. Teen programming building
9. Lease the building to a recreation/health & wellness based agency
10. Extend current Orange Blossoms program to five days a week.

Director Brunberg suggested that staff also consider extending our Orange Blossom offerings to more than two days per week. Admin Ross will add this topic to the agenda for discussion at the Recreation Committee meeting to be held on October 27.

e) Assembly Constitutional Amendment 1 (ACA 1) and how it may improve the District's chances of additional future funding (pg. 44-46):

In September 2022 the District learned that there was not enough support from property owners to fund a new assessment district comparable to the existing Orangevale Landscaping and Lighting Assessment District (OLLAD). Most comments from the surveys expressed either concern about inflation or the general opposition to new taxes. Most were pleased with the District and the programs and facilities we provide. As the rate of inflation has lowered closer to normal, and the unemployment rate remains very low, the District is to prepare for its next opportunity to seek additional funding. OLLAD has no cost escalator, so it has been losing value to inflation since it was approved by voters nearly 30 years ago. Additional funding is essential if we wish to add facilities as outlined in the park master plans. It is also an important factor if we are to avoid deferred maintenance. The first two paragraphs of the attached article discuss ACA 1 which would lower the voter threshold to incur bond indebtedness to 55% instead of the current 66.6%. This will now go to the voters of California on the November 2024 ballot.

- f) Discuss and approve the Board of Directors meeting schedule for 2024 (pg. 47): In recent years prior to 2023, the District Board of Directors met on the second Thursday of the month at 6:30pm. The one exception was the month of August in which they met on the third Thursday to allow extra time for the approval of the final budget. In December 2022, the Board approved moving the monthly meeting to the third Thursday primarily to assure the prior month's financial updates would be included in the packet. The District staff normally doesn't receive the financial reports from the County until the 5th day of the month. With Board packets needing to be complete a week before the monthly meetings, the timing would result in approximately four months where the financial report was not included in the Board packet. For 2023 we agreed to have the December Board meeting on the second Thursday because the Community Center would be closed on the third Thursday for its annual two-week holiday closure. We are now to consider the Board of Directors meeting schedule for 2024.

MOTION #7

On a motion by Director Brunberg seconded by Director Montes, keeping the monthly Board of Directors meetings on the third Thursday of the month for 2024 was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Presinal, & Montes voting Aye. There were no Nays or Abstentions.

- g) Swimming Pool Project Timeline and Update (pg. 48): All tile has been installed and the cracking has been repaired. There were no issues with the soil below the cracked pool shell. The concrete pool shell is 9-inches thick, which is very solid. The cracking was likely caused because it was in the vulnerable joint area of the pool, and because the rebar was set about 5 inches below surface in that area when it should have been set about 3-4 inches deep. They also noticed that the concrete was layered, which may have caused some weakness. The contractors are now working on cleaning and sealing the gutters.

Burkett's Pool Plastering is now working with the County Health Department to schedule an inspection which is required before they begin to re-plaster the pool. They will then have punch-list items to address.

Finally, they will fill the pool, and make sure it is chemically balanced and mechanically operational. The project could be finalized as early as November, but likely before the end of December.

Admin Ross, Superintendent Oropeza, and Supervisor Bain met today with a flooring contractor who will be submitting a bid for the pool locker room floors, the pool office, and the OCC Kitchen. The District has budgeted \$15,000 for this portion of the project. The contractor will be submitting costs for each of the areas to consider. The bid will include costs for epoxy flooring versus vinyl sheeting.

Admin Ross mentioned consideration of refurbishing the slide with a gel coating and painting. This would be approximately \$23,000 to complete. Admin Ross is to research if the coating should be completed as soon as possible or can be completed in the winter months. This topic is to be on the November or December BOD meeting agenda for discussion and approval.

h) Driveway/Trail Project Timeline and Update (pg. 49):

We received approval from the County Planning Department for the driveway project plans, pending signatures from the engineer, the Fire District, and the Water District. Plan Architect, Peter Larimer, secured those signatures and submitted the signed plans to the County. The County then needed to have their Engineers sign the plans to finalize the process. The County contacted Admin Ross today stating that we have outstanding drainage fees that are due for this project. Admin Ross informed the County that he had not received an invoice for that. Peter Larimer informed the County that this project didn't connect into County drains and that we had already addressed this issue with the County. The County sent Admin Ross an invoice later today for drainage fees in the amount of \$28,160. Admin Ross will be speaking with Peter Larimer tomorrow and then questioning the County about this fee.

Director Stickney recommended finding out when the next County Planning Department meeting will be held to be able to attend and speak to this issue.

- We hope to have a bid to review at our November 16 meeting.
- The Prop 68 sign has been created and is ready for posting when the project begins.
- The start of construction for the driveway project is being pushed to March 2024.
- The California State Parks informed Admin Ross that this project is granted an extension of at least one year.

i) Arcade Cripple Creek Trail Project Update (verbal):

Sundance Park: The old bridge was removed today, and the new bridge has been set. Tomorrow morning the contractors will finish pouring the footings for the bridge and will add the rip-rap below the bridge tomorrow or next week. They will then build the ramp up to the bridge on the west side, and then finish paving, sealing, and striping the trail. The DG shoulders will be added, as will the new lights. The traffic lights at the Fair Oaks Blvd. were added yesterday. They are not operational yet. The contractors will have excess soil which can be utilized at the Shady Oaks Disc Golf Course. They will coordinate delivery of soil with Supt. Oropeza.

Woodmore Oaks Corridor: The remaining work is sealing and striping the trail, and adding the DG shoulders.

Streng Park: The remaining work is sealing and striping the trail, and adding the DG shoulders.

Full Trail: There is about 4-6 weeks of work remaining, with the expectation to have the trail fully open in mid-December.

Tree Mitigation: We will be meeting with the Sacramento Tree Foundation on November 9 to review the tree mitigation plan, which includes adding 36 trees to Sundance Park.

14. DIRECTOR AND STAFF COMMENTS

Admin Ross has been in touch with the neighbor a Pecan Park who had voiced some concerns. The neighbor is pleased with the responsiveness of the District.

Admin Ross shared that Danny Rodriguez, Custodian/Host II is celebrating 10 years of employment at the District.

Admin Ross shared that OVparks contracts with In Alliance, a group that works with adults with special needs, to assist with landscaping needs at the Orangevale Community Center Park property. They have done an amazing job over the years. Admin Ross would like to take some photos and do an article on them for the Orangevale View.

Finance/HR Supt. Von Aesch advised that Auditor Larry Bain will be conducting the OVparks audit on Monday. October is Open Enrollment month.

Supt. Oropeza will be working with Recreation Coordinator Andrew Gross for the Orangevale Community Tree Lighting decorating. A group has come forward interested in cleaning up and refreshing the Butterfly Garden area at Pecan Park. The group is looking to acquire funding for the plants

from the community which OVparks would match. Wind screens have been ordered for installation at the Pecan Park pickleball courts.

Director Stickney mentioned Farmer's Market looked to be well attended tonight and the parks look very good.

Director Montes expressed appreciation to the OVparks staff for all they do. She will not be at the November BOD meeting.

Director Presinal appreciated the efforts of the staff and for doing the little things that save the District money. She will not be at the November BOD meeting.

15. ITEMS FOR NEXT AGENDA

- a) Kidz Korner Roof follow-up
- b) Bid for Driveway/Trail
- c) Swimming Pool Slide refurbishing

16. ADJOURNMENT
MOTION #8

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 8:00 p.m. On a motion by Director Brunberg, seconded by Director Montes, the adjournment was approved by a vote of 5-0-0 with Directors Stickney, Presinal, Brunberg, Meraz, and Montes, voting Aye. There were no Nays or Abstentions.

Mike Stickney, Chairperson

Fall into Autumn with OVparks Programs!

Family Fright Night

Friday, October 13

Trunk or Treat at 5:30pm

Movie starts at 7:00pm



Kids can participate in the Trunk or Treat and then head inside to watch "Hotel Transylvania"

Reach out to info@ovparks to save your trunk-or-treat booth

Zumbini



Ages: 2 months-4 years

W 11/1-11/29 10:00-10:45am

Fee: \$43 / \$46 NR

N.A. of A. All Sports Clubs

All Sports Jr. Academy

Ages: 4-6

W 11/1-11/29 3:35-4:20pm

Fee: \$79 / \$82 NR

All Sports Club

Ages: 7-13

W 11/1-11/29 4:25-5:15pm

NEW! Confident Chefs: Mastering Sauces

Ages: 18+

F 10/27 4:00-6:00pm

Fee: \$43 / \$46 NR



Chen Tai-Chi Chuan

Ages: 17+

Tu/Th 11/2-11/30 7:00-8:00pm

Fee: \$53 / \$56 NR

Carving Memories

Ages: 50+

F 11/3 11:30am-1:00pm

Fee: \$9 (\$6 if registered by 10/20)



Parks Make Life Better!®



Get Connected @OVparks

6826 Hazel Ave, Orangevale

(916) 988-4373 • OVparks.com

Fall into Autumn with OVparks Programs!

Holiday Craft Fair

Free Admission!

Friday, November 17th 3:00-7:00pm

Saturday, November 18th 9:00am-3:00pm

Location: Orangevale Community Center



Handmade crafts, unique gifts, jewelry, clothing, and holiday crafts and decorations from over 35 local artisans will be on display for your shopping pleasure!

N.A. of A. All Sports Clubs

All Sports Jr. Academy Club

All Sports Club

Ages: 4-6

Ages: 7-13

W 11/1-11/29 3:35-4:20pm

W 11/1-11/29 4:25-5:15pm

Fee: \$79 / \$82 NR

Chen Tai-Chi Chuan

Ages: 17+

Tu/Th 11/2-11/30 7:00-8:00pm

Fee: \$53 / \$56 NR



Social Dancing

Ages: 18+

M 11/6-11/27

East Coast Swing: 7:00-8:00pm

West Coast Swing: 8:00-9:00pm

Fee: \$43 / \$46 NR

Pre-register to attend &
for a free door prize!

Carving Memories

Ages: 50+

F 11/3 11:30am-1:00pm

Fee: \$9



This event is a seated luncheon with a Thanksgiving theme.
Enjoy a fun filled time with lunch & refreshments.
Come out by yourself or with your friends!



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6826 Hazel Ave, Orangevale

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OCTOBER 20, 2023



PETACULAR

A Barktastic Day at Bow Wow Days 2023

The weather was PURRRfect for all the loved pets who attended the 3rd Annual Bow Wow Days on September 23. Held at Orangevale Community Park, folks came from all over the valley to participate in the activities.

This event is produced by All Events Management Group (a local event company) in partnership with Helping Hands of Orangevale -Fair Oaks (a local non-profit). They joined forces in 2021 to bring together pet products, resources, and education for all pet lovers.

The organizers are already planning next year's event and are looking to add additional elements to expand the fun.

Thank you to all our vendors, rescues and all that came out. HUGE THANK YOU to the main sponsor, Friends of Front Street Shelter for making Bow Wow Days PAWssible! This group is on the front lines of pet saving.

For more information about Bow Wow Days visit www.bow-wowdays.com or contact Lisa at 916.934.2207



ORANGEVALE VIEW OCTOBER 6, 2023

SPOOK-TALUR FUN

Orangevale Family Fright Night is almost here!!! Orangevale Recreation & Park District is excited to host dozens of local organizations and groups for our Family Fright Night Trunk-or-Treat event! Join us Friday, October 13th at 6826 Hazel Ave. in costume for a family friendly night of spooks and sweets! Kids will get a chance to trunk or treat through dozens of local businesses and organizations who support this community. There will be a games and activities, a "Spookyton Woods" trail and so much more! The Trunk or Treat begins at 5:30, the come inside for the movie "Hotel Transylvania" at 7:00pm! Bring out the whole family



for this unique free event you won't want to miss!

This Halloween season, think you'll survive? Cemetary Haunted House in Orangevale is celebrating over 20 years of spooktacular attractions...Cemetary, Psycho Circus, Zombie Heights! Even a Kids Monster Mini Haunt. Choose your favorite haunt or try them ALL. Bring the family to Cemetary Haunted House. All 18,000 square feet of frightfully scary haunts is located

at the Orangevale Community Center on Hazel Avenue. Cemetary is open October 20th through October 31st (closed on 23rd and 24th). Get more info and tickets at www.cemetaryhaunted-house.com. Scare you later! [Cemetary Haunted House is a Terror in the Night Halloween Productions].



Orang



A New Multi-Use Trail to Connect Orangevale to the Sunrise Marketplace

The Arcade-Cripple Creek Trail (ACCT) is a 2.9 mile multi-use recreational trail that runs from Wachtel Way (north of Oak Ave.) to Sunrise Blvd. (north of Greenback Lane). Most of the trail follows the existing Sacramento Municipal Utility District (SMUD) electric easement corridor. In addition to SMUD property, the trail also crosses properties belonging to the City of Citrus Heights, Sunrise Recreation & Park District, the County of Sacramento, the San Juan Unified School
Continue on Page 5

A New Multi-Use Trail Continued from Front Page

District, and Orangevale Recreation & Park District. The ACCT is expected to be completed and fully open for public use in early December. For OVparks, this project provides healthy and active recreational opportunities to Sundance Park and Streng Park which have primarily been passive open space areas for the western neighborhoods of our District. The ACCT will be a 10-foot-wide paved accessible trail with 2-foot-wide decomposed granite pathway shoulders, being ideal for walking, bicycling, and pushing strollers. Pedestrian safety features include new solar-powered lighting along the trail and new crosswalks at Fair Oaks Blvd., Woodmore Oaks Dr., and Streng Ave.

The most requested park feature from Orangevale residents has been walking paths. It has been a top priority of the OVparks Board of Directors to make our parks more walkable, and this project is something they have been looking forward to for several years. In just a couple of short months we will have a new trail that will connect parks, schools, and neighborhoods. Much gratitude goes to the City of Citrus Heights for their vision of this trail, and for securing \$6.2M through the Caltrans Active Transportation Program grant. The City of Citrus Heights has taken the lead and has formed strong partnerships with OVparks and other agencies to take the ACCT project to the finish line.

Submitted by Barry Ross

GENERAL FUND EXPENDITURES
FOR THE MONTH ENDING
OCTOBER 31, 2023

| CLAIM # | ACCOUNT # | VENDOR | DESCRIPTION | AMOUNT |
|------------|-----------|---------------------------|--------------------------------|------------------|
| 1907091108 | 20202100 | US BANK NATIONAL ASSOCIAT | BOOKS/PERIODICAL/SUBSCRIPTIONS | 130.99 |
| 1907094458 | 20203900 | SUSAN MYREN | EMPLOYEE TRANSPORTATION | 60.26 |
| 1907094453 | 20203900 | JENNIFER VON AESCH | EMPLOYEE TRANSPORTATION | 42.97 |
| 1907094457 | 20203900 | EMI RUTKOWSKI | EMPLOYEE TRANSPORTATION | 13.36 |
| 1907094456 | 20203900 | BARRY ROSS | EMPLOYEE TRANSPORTATION | 63.73 |
| | | | | 180.32 |
| 1907086091 | 20206100 | SACRAMENTO LOCAL AGENCY F | MEMBERSHIP DUES | 351.00 |
| 1907094445 | 20206100 | ROTARY CLUB OF ORANGEVALE | MEMBERSHIP DUES | 150.00 |
| 1907094436 | 20206100 | ORANGEVALE CHAMBER OF COM | MEMBERSHIP DUES | 230.00 |
| | | | | 731.00 |
| 1907088414 | 20207600 | BURKETTS OFFICE SUPLLIES | OFFICE SUPPLIES | 493.23 |
| 1907091108 | 20207600 | US BANK NATIONAL ASSOCIAT | OFFICE SUPPLIES | 181.23 |
| | | | | 674.46 |
| 1907091108 | 20208100 | US BANK NATIONAL ASSOCIAT | POSTAL SERVICES | 310.00 |
| 1907091108 | 20208102 | US BANK NATIONAL ASSOCIAT | STAMPS | 198.00 |
| 1907088392 | 20219700 | SPRINT P C S | TELEPHONE SERVICES | 23.65 |
| 1907088386 | 20219700 | AT&T | TELEPHONE SERVICES | 24.94 |
| 1907093988 | 20219700 | COMCAST | TELEPHONE SERVICES | 657.31 |
| 1907093986 | 20219700 | AT&T | TELEPHONE SERVICES | 23.13 |
| 1907097717 | 20219700 | COMCAST | TELEPHONE SERVICES | 631.03 |
| | | | | 1,360.06 |
| 1907086086 | 20226200 | JJR ENTERPRISES INC | OFFICE EQUIPMENT MAINTENANCE S | 151.19 |
| 1907086087 | 20226200 | JJR ENTERPRISES INC | OFFICE EQUIPMENT MAINTENANCE S | 147.43 |
| 1907098276 | 20226200 | JJR ENTERPRISES INC | OFFICE EQUIPMENT MAINTENANCE S | 277.71 |
| | | | | 576.33 |
| 111014814 | 20244300 | SACRAMENTO COUNTY | CORRECT MEDICAL BILLING ERROR | -130.00 |
| 1907086088 | 20257100 | BRAVO SECURITY SERVICES | SECURITY SERVICES | 188.00 |
| 1907088416 | 20259100 | STREAMLINE SOFTWARE INC | OTHER PROFESSIONAL SERVICES | 200.00 |
| 1907091108 | 20259100 | US BANK NATIONAL ASSOCIAT | OTHER PROFESSIONAL SERVICES | 479.00 |
| | | | | 679.00 |
| 1907094438 | 20259101 | N3X MSP INC | IT SERVICES | 1,128.00 |
| 1907094438 | 20281202 | N3X MSP INC | SOFTWARE | 498.00 |
| 1907088424 | 20285100 | FOLSOM CORDOVA UNIFIED SC | RECREATIONAL SERVICES | 3,435.50 |
| 1907091108 | 20285100 | US BANK NATIONAL ASSOCIAT | RECREATIONAL SERVICES | 21.00 |
| 1907094435 | 20285100 | FOLSOM CORDOVA UNIFIED SC | RECREATIONAL SERVICES | 1,119.00 |
| 1907094440 | 20285100 | SHAUNA LEMAY | RECREATIONAL SERVICES | 162.50 |
| 1907094441 | 20285100 | ALISON LLOYD | RECREATIONAL SERVICES | 704.00 |
| 1907094451 | 20285100 | ADRIAAN JANSEN VAN VUUREN | RECREATIONAL SERVICES | 1,194.75 |
| 1907098256 | 20285100 | YMCA OF SUPERIOR CALIFORN | RECREATIONAL SERVICES | 350.00 |
| 1907098266 | 20285100 | TERRY MASTEN | RECREATIONAL SERVICES | 231.00 |
| 1907098275 | 20285100 | BRENDAN CHASE | RECREATIONAL SERVICES | 12,600.00 |
| 1907098257 | 20285100 | STEVEN MIRANDA | RECREATIONAL SERVICES | 782.60 |
| | | | | 20,600.35 |
| 1907086039 | 20285200 | CAPITAL ONE NA | RECREATIONAL SUPPLIES | 13.95 |
| 1907091108 | 20285200 | US BANK NATIONAL ASSOCIAT | RECREATIONAL SUPPLIES | 3,517.59 |

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2023/2024
OCTOBER 2023**

| Account Number | Expenditure Account | Budgeted 2023/2024 | Current Expenditures | Expenditures to Date | Funds Available | % Left |
|----------------|---|---------------------|----------------------|----------------------|---------------------|------------|
| 1000 | SALARIES & EMPLOYEE BENEFITS | | | | | |
| 10111000 | Salaries & Wages, Regular | 1,012,000.00 | 73,016.36 | 295,461.56 | 716,538.44 | 71% |
| 10112100 | Salaries & Wages, Extra Help | 405,000.00 | 13,787.58 | 212,358.19 | 192,641.81 | 48% |
| 10112400 | Salaries, Board members | 12,000.00 | 800.00 | 3,300.00 | 8,700.00 | 73% |
| 10121000 | Retirement | 324,000.00 | 22,919.55 | 93,097.88 | 230,902.12 | 71% |
| 10122000 | Social Security | 107,500.00 | 6,642.69 | 38,864.64 | 68,635.36 | 64% |
| 10123000 | Group Insurance | 265,500.00 | 19,867.01 | 79,468.04 | 186,031.96 | 70% |
| 10124000 | Worker's Comp. Ins | 49,300.00 | | 24,629.00 | 24,671.00 | 50% |
| 10125000 | Unemployment Insurance | 8,000.00 | 67.93 | 3,138.30 | 4,861.70 | 61% |
| 10128000 | Health Care/Retirees | 0.00 | | - | 0.00 | #DIV/0! |
| | <i>SUB-TOTAL</i> | 2,183,300.00 | 137,101.12 | 750,317.61 | 1,432,982.39 | 66% |
| 2000 | SERVICES & SUPPLIES | | | | | |
| 20200500 | Advertise/Legal Notices | 2,200.00 | | 56.77 | 2,143.23 | 97% |
| 20202100 | Books/Periodicals/Subscrip | 3,000.00 | 130.99 | 337.98 | 2,662.02 | 89% |
| 20202900 | Business/Conference Expense | 3,500.00 | | - | 3,500.00 | 100% |
| 20203500 | Education/Training Serv. | 3,000.00 | | - | 3,000.00 | 100% |
| 20203600 | Education /Training Supplies | 500.00 | | - | 500.00 | 100% |
| 20203700 | Tuition Reimbursement | 500.00 | | - | 500.00 | 100% |
| 20203800 | Employee Recognition | 2,300.00 | | 551.00 | 1,749.00 | 76% |
| 20203802 | Recognition Items | 500.00 | | - | 500.00 | 100% |
| 20203803 | Recognition Events | 500.00 | | - | 500.00 | 100% |
| 20203900 | Employee Transportation | 2,800.00 | 180.32 | 615.19 | 2,184.81 | 78% |
| 20205100 | Liability Insurance | 136,100.00 | | 48,175.67 | 87,924.33 | 65% |
| 20205500 | Rental Insurance | 0.00 | | - | 0.00 | #DIV/0! |
| 20206100 | Membership Dues | 14,600.00 | 731.00 | 4,286.30 | 10,313.70 | 71% |
| 20207600 | Office Supplies | 6,200.00 | 674.46 | 2,446.06 | 3,753.94 | 61% |
| 20207602 | Signs | 500.00 | | - | 500.00 | 100% |
| 20207603 | Keys | 300.00 | | - | 300.00 | 100% |
| 20208100 | Postal Services | 7,500.00 | 310.00 | 310.00 | 7,190.00 | 96% |
| 20208102 | Stamps | 1,600.00 | 198.00 | 200.79 | 1,399.21 | 87% |
| 20208500 | Printing Services | 26,000.00 | | 8,828.45 | 17,171.55 | 66% |
| 20210300 | Agricultural/Horticultural Service | 500.00 | | - | 500.00 | 100% |
| 20210400 | Agricultural/Horticultural Supply | 500.00 | | - | 500.00 | 100% |
| 20211200 | Building Maint. Supplies | 500.00 | | - | 500.00 | 100% |
| 20212200 | Chemicals | 500.00 | | - | 500.00 | 100% |
| 20213100 | Electrical Maint. Service | 400.00 | | - | 400.00 | 100% |
| 20213200 | Electrical Maint. Supplies | 500.00 | | - | 500.00 | 100% |
| 20214100 | Land Improv. Maint. Services | 500.00 | | - | 500.00 | 100% |
| 20214200 | Land Improv. Maint. Supplies | 500.00 | | - | 500.00 | 100% |
| 20215100 | Mechanical System Maint. Ser | 500.00 | | - | 500.00 | 100% |
| 20215200 | Mechanical System Maint. Sup | 500.00 | | - | 500.00 | 100% |
| 20216200 | Painting Supplies | 500.00 | | - | 500.00 | 100% |
| 20216700 | Plumbing Maint. Service | 400.00 | | - | 400.00 | 100% |
| 20216800 | Plumbing Maint. Supplies | 500.00 | | - | 500.00 | 100% |

| Account Number | Expenditure Account | Budgeted 2023/2024 | Current Expenditures | Expenditures to Date | Funds Available | % Left |
|----------------|------------------------------------|--------------------|----------------------|----------------------|-------------------|------------|
| 20218100 | Irrigation Services | 500.00 | | - | 500.00 | 100% |
| 20218200 | Irrigation Supplies | 500.00 | | - | 500.00 | 100% |
| 20218500 | Permit Charges | 1,500.00 | | - | 1,500.00 | 100% |
| 20219100 | Electricity | 500.00 | | - | 500.00 | 100% |
| 20219200 | Natural Gas / LPG/ Fuel Oil | 500.00 | | - | 500.00 | 100% |
| 20219300 | Refuse Collection / Disposal Servi | 500.00 | | - | 500.00 | 100% |
| 20219500 | Sewage Disposal Service | 500.00 | | - | 500.00 | 100% |
| 20219700 | Telephone Service | 15,500.00 | 1,360.06 | 5,608.29 | 9,891.71 | 64% |
| 20219800 | Water | 1,000.00 | | - | 1,000.00 | 100% |
| 20219900 | Telephone System Maint. | 500.00 | | - | 500.00 | 100% |
| 20220500 | Automotive Maint. Service | 500.00 | | - | 500.00 | 100% |
| 20220600 | Automotive Maint. Supplies | 500.00 | | - | 500.00 | 100% |
| 20221200 | Construction Equip Maint Sup | 500.00 | | - | 500.00 | 100% |
| 20222600 | Expendable Tools | 500.00 | | - | 500.00 | 100% |
| 20223600 | Fuel & Lubricants | 500.00 | | - | 500.00 | 100% |
| 20226100 | Office Equip Maint Service | 500.00 | | - | 500.00 | 100% |
| 20226200 | Office Equip Maint Supplies | 3,000.00 | 576.33 | 696.96 | 2,303.04 | 77% |
| 20227500 | Rents/Leases Equipment | 500.00 | | - | 500.00 | 100% |
| 20228100 | Shop Equip Maint Service | 500.00 | | - | 500.00 | 100% |
| 20228200 | Shop Equip Maint Supplies | 500.00 | | - | 500.00 | 100% |
| 20229100 | Other Equip Maint Service | 500.00 | | - | 500.00 | 100% |
| 20229200 | Other Equip Maint Supplies | 500.00 | | - | 500.00 | 100% |
| 20231400 | Clothing/Personal Supplies | 2,000.00 | | - | 2,000.00 | 100% |
| 20232100 | Custodial Services | 1,000.00 | | - | 1,000.00 | 100% |
| 20232200 | Custodial Supplies | 500.00 | | - | 500.00 | 100% |
| 20244300 | Medical Services | 400.00 | | (130.00) | 530.00 | 133% |
| 20250500 | Accounting Services | 7,000.00 | | - | 7,000.00 | 100% |
| 20250700 | Assessment/Collection Service | 19,500.00 | | - | 19,500.00 | 100% |
| 20252500 | Engineering Services | 6,000.00 | | - | 6,000.00 | 100% |
| 20253100 | Legal Services | 15,000.00 | | - | 15,000.00 | 100% |
| 20256200 | Transcribing Services | 0.00 | | - | 0.00 | #DIV/0! |
| 20257100 | Security Services | 4,000.00 | 188.00 | 608.00 | 3,392.00 | 85% |
| 20259100 | Other Professional Services | 22,400.00 | 679.00 | 6,569.00 | 15,831.00 | 71% |
| 20259101 | Computer Consultants | 14,500.00 | 1,128.00 | 4,512.00 | 9,988.00 | 69% |
| 20281201 | PC Hardware | 6,000.00 | | 32.40 | 5,967.60 | 99% |
| 20281202 | PC Software | 6,000.00 | 498.00 | 1,992.00 | 4,008.00 | 67% |
| 20281203 | PC Supplies | 2,000.00 | | - | 2,000.00 | 100% |
| 20281900 | Elections | 0.00 | | - | 0.00 | #DIV/0! |
| 20285100 | Recreational Services | 204,500.00 | 21,124.35 | 64,009.81 | 140,490.19 | 69% |
| 20285200 | Recreational Supplies | 37,000.00 | 5,449.59 | 12,866.34 | 24,133.66 | 65% |
| 20289800 | Other Operating Exp - Supplies | 2,000.00 | | - | 2,000.00 | 100% |
| 20289900 | Other Operating Exp - Services | 2,000.00 | | - | 2,000.00 | 100% |
| 20291100 | System Development Services | 3,300.00 | | 2,191.66 | 1,108.34 | 34% |
| 20296200 | GS Parking Charges | 200.00 | 5.25 | 22.75 | 177.25 | 89% |
| | SUB-TOTAL | 603,200.00 | 33,233.35 | 164,787.42 | 438,412.58 | 73% |
| 3000 | OTHER CHARGES | | | | | |
| | | | | | | |
| 30321000 | Interest Expense | 27,730.00 | | 14,023.75 | 13,706.25 | 49% |
| 30322000 | Bond/Loan Redemption | 44,200.00 | 366.35 | 21,122.85 | 23,077.15 | 52% |
| 30345000 | Taxes/Licenses/Assess Trans | 1,600.00 | | - | 1,600.00 | 100% |
| | SUB-TOTAL | 73,530.00 | 366.35 | 35,146.60 | 38,383.40 | 52% |

| Account Number | Expenditure Account | Budgeted 2023/2024 | Current Expenditures | Expenditures to Date | Funds Available | % Left |
|-----------------------|-----------------------------------|---------------------------|-----------------------------|-----------------------------|------------------------|---------------|
| 4000 | FIXED ASSETS | | | | | |
| 41410100 | Land | 0.00 | | - | | |
| 42420200 | Struc. & Improvements | 1,152,000.00 | 1,357.33 | 22,603.97 | 1,129,396.03 | 98% |
| 43430300 | Vehicles/Equipment | 30,000.00 | | - | 30,000.00 | 100% |
| | SUB-TOTAL | 1,182,000.00 | 1,357.33 | 22,603.97 | 1,159,396.03 | 98% |
| 5000 | INTERFUND CHARGES | | | | | |
| 50557100 | Fingerprinting Service | 2,500.00 | 192.00 | 672.00 | 1,828.00 | 73% |
| | SUB-TOTAL | 2,500.00 | 192.00 | 672.00 | 1,828.00 | 73% |
| 79790100 | <i>Contingency Appropriations</i> | 200,000.00 | | - | 200,000.00 | 0% |
| | <i>Deposit into Reserves</i> | 0.00 | | - | 0.00 | 0% |
| | GRAND TOTAL | 4,244,530.00 | 172,250.15 | 973,527.60 | 3,271,002.40 | 77% |

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
REVENUE STATEMENT
FISCAL YEAR 2023/2024
OCTOBER 2023**

| Account Number | Revenue Account | 2023/2024 Budgeted Revenue | Realized This Period | Collection YTD Balance | YTD Uncollected Balance | % Collected |
|----------------|--|----------------------------|----------------------|------------------------|-------------------------|---------------|
| 91910100 | Prop. Taxes - Current Secured | 1,692,800 | | 0.00 | 1,692,800.00 | 0.00% |
| 91910200 | Prop. Taxes - Current Unsecured | 55,800 | | 0.00 | 55,800.00 | 0.00% |
| 91910300 | Supplemental Taxes Current | 44,000 | | 0.00 | 44,000.00 | 0.00% |
| 91910400 | Prop. Taxes Sec. Delinquent | 10,900 | | 0.00 | 10,900.00 | 0.00% |
| 91910500 | Prop. Taxes Supp. Delinq. | 2,500 | | 0.00 | 2,500.00 | 0.00% |
| 91910600 | Unitary Current Secured | 14,800 | | 0.00 | 14,800.00 | 0.00% |
| 91910800 | Prior Year Supple-Delinq | - | | 0.00 | 0.00 | |
| 91910900 | Education Rev. Augment. Fund | - | | 0.00 | 0.00 | |
| 91911000 | Prop. Tax - Sec. Delinq. Roll | - | | 0.00 | 0.00 | |
| 91912000 | Prop. Tax - Sec. Redemption | 140 | | 0.00 | 140.00 | 0.00% |
| 91913000 | Prop. Tax Prior - Unsecured | 900 | | 0.00 | 900.00 | 0.00% |
| 91914000 | Penalty Costs - Prop. Tax | 500 | | 0.00 | 500.00 | 0.00% |
| 91919900 | Taxes - Other | - | | 0.00 | 0.00 | |
| | <i>SUB-TOTAL TAXES 9100</i> | 1,822,340 | 0.00 | 0.00 | 1,822,340.00 | 0.00% |
| 94941000 | Interest Income | 14,500 | | 0.00 | 14,500.00 | 0.00% |
| 94942900 | Building Rental Other | 130,000 | 6,632.81 | 47,028.04 | 82,971.96 | 36.18% |
| 94943900 | Cell Tower Leases | 47,000 | 3,958.17 | 15,832.68 | 31,167.32 | 33.69% |
| 94944800 | Rec.Concessions Final 9 | 21,000 | 713.44 | 6,861.48 | 14,138.52 | 32.67% |
| 94945900 | Other Vending Devices | - | | 0.00 | 0.00 | |
| 94949000 | Concessions - Other | - | | 0.00 | 0.00 | |
| 95952200 | Homeowner Prop. Tax Relief | 13,000 | | 0.00 | 13,000.00 | 0.00% |
| 95952900 | In-Lieu Taxes | 424,000 | | 0.00 | 424,000.00 | 0.00% |
| 95956900 | State Aid - Other Misc. Programs | - | | 0.00 | 0.00 | |
| 96963313 | Miscellaneous Fees | 1,000 | 20.00 | 100.00 | 900.00 | 10.00% |
| 96964600 | Recreation Service Charges | 585,000 | 31,753.91 | 132,159.34 | 452,840.66 | 22.59% |
| 96969700 | Security Services | 1,000 | | 17.41 | 982.59 | 1.74% |
| 96969903 | Sponsorships/Scholarships | - | | 0.00 | 0.00 | |
| 97973000 | Donations & Contributions | 2,300 | 450.00 | 450.00 | 1,850.00 | 19.57% |
| 97973200 | Recreation Contributions | - | | 0.00 | 0.00 | |
| 97973300 | Orangevale Clubs | - | | 0.00 | 0.00 | |
| 97974000 | Insurance Proceeds | 270 | | 0.00 | 270.00 | 0.00% |
| 97979000 | Revenue - Other | 201,400 | | 200,451.16 | 948.84 | 99.53% |
| | <i>SUB-TOTAL OTHER MISC. INCOME</i> | 1,440,470 | 43,528.33 | 402,900.11 | 1,037,569.89 | 27.97% |
| | <i>TOTAL BUDGET AMOUNT</i> | 3,262,810 | 43,528.33 | 402,900.11 | 2,859,909.89 | 12.35% |

OLLAD EXPENDITURES
FOR THE MONTH ENDING
OCTOBER 31, 2023

| CLAIM # | ACCOUNT # | VENDOR | DESCRIPTION | AMOUNT |
|------------|-----------|---------------------------|-------------------------------------|-----------------|
| 1907091108 | 20203500 | US BANK NATIONAL ASSOCIAT | EDUCATION/TRAINING SERVICES | 170.00 |
| 1907094404 | 20210300 | NORTHERN CALIFORNIA INALL | AGRICULTURAL/HORTICULTURAL SERVICE | 337.50 |
| 1907086037 | 20211200 | AMERICAN RIVER ACE HARDWA | BUILDING MAINTENANCE SUPPLIES/MATER | 246.63 |
| 1907094463 | 20211200 | AMERICAN RIVER ACE HARDWA | BUILDING MAINTENANCE SUPPLIES/MATER | 45.87 |
| | | | | 292.50 |
| 1907086068 | 20212200 | AQUA SOURCE INC | CHEMICAL SUPPLIES | 475.55 |
| 1907094423 | 20212200 | AQUA SOURCE INC | CHEMICAL SUPPLIES | 375.55 |
| | | | | 851.10 |
| 1907091108 | 20213200 | US BANK NATIONAL ASSOCIAT | ELECTRICAL MAINTENANCE SUPPLIES | 17.23 |
| 1907094463 | 20213200 | AMERICAN RIVER ACE HARDWA | ELECTRICAL MAINTENANCE SUPPLIES | 5.38 |
| | | | | 22.61 |
| 1907086037 | 20214200 | AMERICAN RIVER ACE HARDWA | LAND IMPROVEMENT MAINTENANCE SUPP | 63.85 |
| 1907086080 | 20214200 | SITEONE LANDSCAPE SUPPLY | LAND IMPROVEMENT MAINTENANCE SUPP | 357.91 |
| 1907086082 | 20214200 | GORDON COOK | LAND IMPROVEMENT MAINTENANCE SUPP | 744.51 |
| 1907086034 | 20214200 | LOWES BUSINESS ACCOUNT | LAND IMPROVEMENT MAINTENANCE SUPP | 487.02 |
| 1907091108 | 20214200 | US BANK NATIONAL ASSOCIAT | LAND IMPROVEMENT MAINTENANCE SUPP | 624.71 |
| 1907094463 | 20214200 | AMERICAN RIVER ACE HARDWA | LAND IMPROVEMENT MAINTENANCE SUPP | 97.99 |
| 1907097721 | 20214200 | HD SUPPLY FACILITIES MAIN | LAND IMPROVEMENT MAINTENANCE SUPP | 82.54 |
| | | | | 2,458.53 |
| 1907086037 | 20216200 | AMERICAN RIVER ACE HARDWA | PAINTING SUPPLIES | 155.47 |
| 1907094421 | 20216200 | THE SHERWIN-WILLIAMS CO | PAINTING SUPPLIES | 43.02 |
| | | | | 198.49 |
| 1907086037 | 20218200 | AMERICAN RIVER ACE HARDWA | IRRIGATION SUPPLIES | 5.99 |
| 1907086075 | 20218200 | HERITAGE LANDSCAPE SUPPLY | IRRIGATION SUPPLIES | 138.31 |
| 1907094428 | 20218200 | GORDON COOK | IRRIGATION SUPPLIES | 159.42 |
| | | | | 303.72 |
| 1907086069 | 20218500 | SACRAMENTO METROPOLITAN A | PERMIT CHARGES | 994.00 |
| 1907086079 | 20218500 | COUNTY OF SACRAMENTO | PERMIT CHARGES | 659.00 |
| | | | | 1,653.00 |
| 1907088393 | 20219100 | SMUD | ELECTRICITY | 6,911.70 |
| 1907088389 | 20219200 | PACIFIC GAS AND ELECTRIC | NATURAL GAS/LPG/FUEL OIL | 112.32 |
| 1907093990 | 20219200 | PACIFIC GAS AND ELECTRIC | NATURAL GAS/LPG/FUEL OIL | 116.41 |
| | | | | 228.73 |
| 1907088390 | 20219300 | ALLIED WASTE SERVICES OF | REFUSE COLLECTION/DISPOSAL SERVICES | 1,733.31 |
| 1300849937 | 20219300 | OV HISTORY PROJECT | REFUSE COLLECTION/DISPOSAL SERVICES | -77.40 |
| | | | | 1,655.91 |
| 1907088388 | 20219500 | COUNTY OF SACRAMENTO | SEWAGE DISPOSAL SERVICES | 841.93 |
| 1300849937 | 20219500 | OV HISTORY PROJECT | SEWAGE DISPOSAL SERVICES | -113.70 |
| | | | | 728.23 |
| 1907091108 | 20219800 | US BANK NATIONAL ASSOCIAT | WATER | 77.45 |
| 1907093983 | 20219800 | SAN JUAN WATER DISTRICT | WATER | 417.15 |
| 1907097719 | 20219800 | ORANGEVALE WATER COMPANY | WATER | 8,330.86 |
| 1300849937 | 20219800 | OV HISTORY PROJECT | WATER | -55.57 |
| | | | | 8,769.89 |

ORANGEVALE RECREATION AND PARK DISTRICT - OLLAD ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2023/2024
OCTOBER 2023

| Account Number | Expenditure Account | Budgeted 2023/2024 | Current Expenditure | Expenditures to Date | Funds Available | % Left |
|----------------|--------------------------------------|--------------------|---------------------|----------------------|-----------------|---------|
| 2000 | SERVICES & SUPPLIES | | | | | |
| 20203500 | Education/Training Service | 3,000.00 | 170.00 | 170.00 | 2,830.00 | 94% |
| 20206100 | Membership Dues | 500.00 | | - | 500.00 | 100% |
| 20207600 | Office Supplies | 500.00 | | - | 500.00 | 100% |
| 20207602 | Signs | 1,000.00 | | 113.78 | 886.22 | 89% |
| 20207603 | Keys | 800.00 | | 25.80 | 774.20 | 97% |
| 20210300 | Agricultural/Horticultural Service | 12,500.00 | 337.50 | 1,537.50 | 10,962.50 | 88% |
| 20210400 | Agricultural/Horticultural Supply | 12,000.00 | | - | 12,000.00 | 100% |
| 20211200 | Building Maint. Supplies | 9,000.00 | 292.50 | 817.74 | 8,182.26 | 91% |
| 20212200 | Chemicals | 56,000.00 | 851.10 | 19,088.58 | 36,911.42 | 66% |
| 20213100 | Electrical Maint. Service | 4,000.00 | | 490.00 | 3,510.00 | 88% |
| 20213200 | Electrical Maint. Supplies | 1,500.00 | 22.61 | 63.52 | 1,436.48 | 96% |
| 20214100 | Land Improv. Maint. Service | 47,000.00 | | (3,900.00) | 50,900.00 | 108% |
| 20214200 | Land Improv. Maint. Supplies | 34,000.00 | 2,458.53 | 7,739.93 | 26,260.07 | 77% |
| 20215100 | Mechanical System Maint. Ser | 9,000.00 | | 257.50 | 8,742.50 | 97% |
| 20215200 | Mechanical System Maint. Sup | 3,000.00 | | 32.12 | 2,967.88 | 99% |
| 20216200 | Painting Supplies | 1,500.00 | 198.49 | 659.78 | 840.22 | 56% |
| 20216700 | Plumbing Maint. Service | 1,000.00 | | - | 1,000.00 | 100% |
| 20216800 | Plumbing Maint. Supplies | 2,300.00 | | 789.62 | 1,510.38 | 66% |
| 20218100 | Irrigation Service | 2,000.00 | | - | 2,000.00 | 100% |
| 20218200 | Irrigation Supplies | 16,000.00 | 303.72 | 1,960.09 | 14,039.91 | 88% |
| 20218500 | Permit Charges | 4,000.00 | 1,653.00 | 2,458.00 | 1,542.00 | 39% |
| 20219100 | Electricity | 73,000.00 | 6,911.70 | 24,688.63 | 48,311.37 | 66% |
| 20219200 | Natural Gas / LPG/ Fuel Oil | 40,000.00 | 228.73 | 1,336.70 | 38,663.30 | 97% |
| 20219300 | Refuse Collection / Disposal Service | 23,000.00 | 1,655.91 | 5,052.09 | 17,947.91 | 78% |
| 20219500 | Sewage Disposal Service | 14,200.00 | 728.23 | 3,902.38 | 10,297.62 | 73% |
| 20219700 | Telephone System | 1,000.00 | | - | 1,000.00 | 100% |
| 20219800 | Water | 66,000.00 | 8,769.89 | 34,610.47 | 31,389.53 | 48% |
| 20219900 | Telephone System Maintenance | 1,500.00 | | 1,332.00 | 168.00 | 11% |
| 20220500 | Auto Maintenance Service | 4,000.00 | | 412.37 | 3,587.63 | 90% |
| 20220600 | Auto Maintenance Supplies | 5,300.00 | 277.94 | 2,011.62 | 3,288.38 | 62% |
| 20221200 | Construction Equip. Maint. Sup. | 500.00 | | - | 500.00 | 100% |
| 20222600 | Expendable Tools | 2,500.00 | | - | 2,500.00 | 100% |
| 20223600 | Fuel & Lubricants | 24,000.00 | 2,420.24 | 6,335.05 | 17,664.95 | 74% |
| 20227500 | Rent/Lease Equipment | 3,500.00 | | 318.14 | 3,181.86 | 91% |
| 20228100 | Shop Equip. Maint. Service | 1,500.00 | | - | 1,500.00 | 100% |
| 20228200 | Shop Equip. Maint. Supplies | 7,500.00 | 1,132.44 | 4,547.34 | 2,952.66 | 39% |
| 20229100 | Other Equip. Maint. Service | 1,500.00 | | - | 1,500.00 | 100% |
| 20229200 | Other Equip. Maint. Supplies | 2,500.00 | | - | 2,500.00 | 100% |
| 20231400 | Clothing/Personal Supplies | 3,500.00 | | 388.54 | 3,111.46 | 89% |
| 20232100 | Custodial Service | 0.00 | | - | 0.00 | #DIV/0! |
| 20232200 | Custodial Supplies | 18,000.00 | 2,129.48 | 5,800.40 | 12,199.60 | 68% |
| 20250500 | Accounting Services | 3,400.00 | | - | 3,400.00 | 100% |
| 20252500 | Engineering Services | 15,100.00 | | - | 15,100.00 | 100% |
| 20253100 | Legal Services | 10,000.00 | | - | 10,000.00 | 100% |
| 20257100 | Security Services | 26,000.00 | 2,733.00 | 8,551.29 | 17,448.71 | 67% |

| Account Number | Expenditure Account | Budgeted 2023/2024 | Current Expenditure | Expenditures to Date | Funds Available | % Left |
|-----------------------|-------------------------------|---------------------------|----------------------------|-----------------------------|------------------------|---------------|
| 20259100 | Other Professional Services | 38,000.00 | 467.00 | 2,141.90 | 35,858.10 | 94% |
| 20289800 | Other Operating Expenses Sup. | 17,500.00 | | 149.88 | 17,350.12 | 99% |
| | SUB-TOTAL | 623,600.00 | 33,742.01 | 133,882.76 | 489,717.24 | 79% |
| 3000 | OTHER CHARGES | | | | | |
| 30321000 | Interest Expense | 0.00 | | - | 0.00 | 0% |
| 30322000 | Bond/Loan Redemption | 0.00 | | - | 0.00 | 0% |
| 30345000 | Taxes/Licenses/Assess Trans | 1,300.00 | 1,100.84 | 1,100.84 | 199.16 | 15% |
| | SUB-TOTAL | 1,300.00 | 1,100.84 | 1,100.84 | 199.16 | 15% |
| 4000 | FIXED ASSETS | | | | | |
| 42420200 | Struc. & Improvements | 474,000.00 | | - | 474,000.00 | 0% |
| 43430300 | Equipment | 95,000.00 | | - | 95,000.00 | 0% |
| | SUB-TOTAL | 569,000.00 | - | - | 569,000.00 | 0% |
| | GRAND TOTAL | 1,193,900.00 | 34,842.85 | 134,983.60 | 1,058,916.40 | 89% |

**ORANGEVALE RECREATION AND PARK DISTRICT - KENENTH GROVE ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2023/2024
OCTOBER 2023**

| Account Number | Expenditure Account | Budgeted 2023/2024 | Current Expenditures | Expeditures to Date | Funds Available | % Left |
|-----------------------|-------------------------------------|---------------------------|-----------------------------|----------------------------|------------------------|---------------|
| 2000 | SERVICES & SUPPLIES | | | | | |
| 20200500 | Advertise/Legal Notices | 400.00 | | - | 400.00 | 100% |
| 20207600 | Office Supplies | 100.00 | | 20.00 | 80.00 | 80% |
| 20207602 | Signs | 50.00 | | - | 50.00 | 100% |
| 20210300 | Agricultural/Horticultural Service | 500.00 | | - | 500.00 | 100% |
| 20210400 | Agricultural/Horticultural Supplies | 80.00 | | - | 80.00 | 100% |
| 20219800 | Water | 750.00 | 74.25 | 298.25 | 451.75 | 60% |
| 20223600 | Fuel & Lubricants | 1,200.00 | | 167.20 | 1,032.80 | 86% |
| 20250500 | Accounting Services | 650.00 | | - | 650.00 | 100% |
| 20252500 | Engineering Services | 1,000.00 | | - | 1,000.00 | 100% |
| 20253100 | Legal Services | 100.00 | | - | 100.00 | 100% |
| 20256200 | Transcribing Services | 0.00 | | - | 0.00 | ##### |
| 20259100 | Other Professional Services | 400.00 | | - | 400.00 | 100% |
| 20289900 | Other Operating Exp - Services | 400.00 | | - | 400.00 | 100% |
| 20291500 | COMPASS Costs | 100.00 | | - | 100.00 | 100% |
| 20296200 | GS Parking Charges | 0.00 | | - | 0.00 | ##### |
| | SUB-TOTAL | 5,730.00 | 74.25 | 485.45 | 5,244.55 | 92% |
| 4000 | FIXED ASSETS | | | | | |
| 42420200 | Struc. & Improvements | 0.00 | | - | 0.00 | 0% |
| | SUB-TOTAL | 0.00 | - | - | 0.00 | 0% |
| | GRAND TOTAL | 5,730.00 | 74.25 | 485.45 | 5,244.55 | 92% |

**ORANGEVALE RECREATION & PARK DISTRICT
RECREATION COMMITTEE MEETING RECAP
FRIDAY, OCTOBER 27, 2023
8:30 AM**

**LOCATION:
Orangevale Community Center
6826 Hazel Avenue in Orangevale, CA 95662**

1. CALL TO ORDER

The meeting was called to order at 8:36am by Committee Chair Montes.

In attendance: Director Lisa Montes, Director Mike Stickney, Admin Barry Ross, Supervisor Jason Bain, Supervisor Melyssa Woodford.

2. PUBLIC DISCUSSION

Any person may address the committee; however, any matter that requires action will be referred to staff and/or committee/Board of Directors for a report and action at a subsequent meeting.

There was no public discussion as there were no guests from the public in attendance.

3. UNFINISHED BUSINESS

There was no unfinished business.

4. NEW BUSINESS

A. Facility Rental and Program Fee Schedule: Discuss options for adjusting fees for 2024

- Supervisor Woodford provided the committee with OVparks facility rental comparisons with six other agencies (Fair Oaks, Fulton El Camino, Folsom, Roseville, Sunrise, and Grange Hall). Director Montes asked that we include the City of Citrus Heights Community Center with our next comparison.
- Supervisor Bain provided the committee with our current rental fee schedule which also showed options for 5% and 10% increases. This is a starting point for discussion to help us determine a fair recommendation to bring to the full Board of Directors for our fees for 2024. After much healthy discussion, the committee was in favor of the following recommendation:

1. Raise all building and room rentals by 5%.
2. Raise all athletic field rentals by 10%.
3. Raise all picnic shelter and pavilion rentals by 5%.
4. Raise the following outdoor facility rentals by 10%.
 - a. Shady Oaks Disc Golf Course
 - b. Pickleball and tennis courts
5. Raise Horse Arena rentals by 5%.
6. No increase for the Stone Amphitheater or the Almond Park sand volleyball courts.
7. Raise swimming pool rentals by 5% and increase hourly rate of lifeguards from \$20 to \$24 per hour during pool rentals.
8. The Committee was split on raising special event rentals by either 5% or 10%.
9. Adjust the Facility Host hourly rate to keep up with minimum wage increases.
10. Raise the Field & Maintenance Services fees by 5%.
11. Raise the Field Maintenance Offset Fee by 5%.
12. Raise the "Electricity – Indoors" fee from \$15 to \$25 per outlet.
13. Raise the Electronic Reader Board Message fee from \$40 to \$50 per message (Standard), and from \$20 to \$30 per message (discount groups).
14. Raise the Outdoor Alcohol Permit rate from \$50 to \$75 to stay consistent with ABC.
15. Add a 3% Admin Fee to all rentals.

B. Review applications for upcoming large special event rentals

1. Summer Palooza 2024

- The Committee is in favor of recommending the approval of the Summer Palooza event planned for June 14-16, 2024, at Orangevale Community Park.

2. Car Corral 2024
 - *This is a new event and includes a classic car show, music, food, and beer garden. The Committee is in favor of recommending the approval of Cars At The Corral event at Orangevale Community Park on Saturday, August 24, 2024.*
3. Bow Wow Days 2024
 - *The Committee is in favor of recommending the approval of the Bow Wow Days event planned for September 28, 2024, at Orangevale Community Park.*
4. St. Patrick's Disc Golf Tournament 2024
 - *The application for this event has not yet been submitted. The review of this item is tabled.*

C. Discuss programming ideas for the Kidz Korner building

- *The Committee understands it is still early to decide on alternative programming for this facility, but currently prefers the following ideas:*
 - a. *Expand the Orange Blossom preschool age program beyond two days per week.*
 - b. *Seek an instructor to lead a Biddy Sports program for preschoolers.*
 - c. *Offer leisure programming to home-schooled children and their families.*

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

6. **SET DATE FOR NEXT MEETING**

7. **ITEMS FOR NEXT AGENDA**

8. **ADJOURNMENT**

The meeting was adjourned at 10:22am by Committee Chair Montes

NOTICE:

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

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

Directors can be reached at: director@ovparks.com

Sharon Brunberg

Manie Meraz

Lisa Montes

Arica Presinal

Mike Stickney

**ORANGEVALE RECREATION & PARK DISTRICT
PLANNING COMMITTEE MEETING RECAP
TUESDAY, NOVEMBER 1, 2023
2:15 PM**

MEETING LOCATION:

**To begin at Youth Center Park – Baseball Field
6745 Hazel Avenue
Orangevale, CA 95662**

1. CALL TO ORDER

The meeting was called to order by Committee Chair Stickney at 2:16pm. In attendance was Director Michael Stickney, Director Manie Meraz, Administrator Barry Ross, Superintendent Von Aesch, and Superintendent Horacio Oropeza.

2. PUBLIC DISCUSSION

Any person may address the committee; however, any matter that requires action will be referred to staff and/or committee/Board of Directors for a report and action at a subsequent meeting.
No members from the public were in attendance.

3. MINUTES

Review of minutes/recap of the Planning Committee Meeting from July 13, 2023
Minutes were provided for reference.

4. UNFINISHED BUSINESS

a. Shady Oaks Disc Golf Course projects on holes #1, #2, and #14.

The committee wants to refocus on our plans for improvements for Shady Oaks. Superintendent Oropeza advised that he has contacted the disc golf club and Final 9 about removing one basket pin at hole #2 and another at hole #14 within about a week. He will also be addressing new locations for the hole #1 tee pad and the nice course map sign near the hole #1 tee pad. Progress is expected over the next two weeks. Staff will then need to determine what projects the Shady Oaks Club will contribute funds and/or labor towards.

5. NEW BUSINESS

a. Youth Center Park ballfield bleacher area improvements

Director Stickney asked about the current use of the old shop structure (cinder-block building along the driveway by the ballfield). Superintendent Oropeza explained that it is used for storage for the District and youth baseball. The committee agreed to not make any changes with the building at this time. Superintendent Oropeza reported that he received an initial quote for the cement work to replace the concrete pads beneath the bleachers, and to address the tripping hazards and potential ADA concerns. He informed the committee that leaving the main cement walking area around the field was recommended and would save the District money. The pads under the three bleachers would be replaced and a level decomposed granite area would be added around each of the large trees. The Directors requested that staff bring the details to the next board meeting for approval.

b. Cleanup of Shop grounds

The committee walked the shop grounds and recommended to shorten and repair the damaged curbing in the parking lot near the Kidz Korner preschool building. Additionally, staff was directed to research an efficient and cost-effective way to properly remove the piles of discarded cement, tree stumps, and tires which are too large to put in the weekly removal.

c. Park Maintenance vehicle parking

Directors and staff walked the shop parking area, the shop building, and behind the shop to review options of parking and how to improve the efficiency and security of District vehicles. The committee observed a good amount of property behind the main shop and carport, but most was unusable due to a steep embankment. Directors asked staff to find the property plans and shop plans to present at the January meeting. There was much discussion about the possibility of the vehicles driving through the

current shop to park in the back, or to have a driveway loop around the back of the shop. Another suggestion was to extend the existing carport to house more vehicles. One other discussion involved adding to the existing shop to the east which could be used for vehicle parking to allow the current shop to be more spacious for the needs of the maintenance team. The committee agreed to give fair funding consideration for improvements.

d. Disposing of decommissioned vehicles

Staff explained the need to properly dispose of two old and decommissioned District trucks which have been replaced. The office staff also identified items in storage which can be properly disposed of. Director Stickney advised staff to bring a report to the next board meeting for the Directors to approve.

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

There were no additional comments.

7. **ITEMS FOR NEXT AGENDA**

No items at this time.

8. **ADJOURNMENT**

The meeting was adjourned at 3:30pm

NOTICES:

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

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Directors can be reached at: director@ovparks.com

Sharon Brunberg

Manie Meraz

Lisa Montes

Arica Presinal

Mike Stickney

**ORANGEVALE RECREATION & PARK DISTRICT
AD HOC COMMITTEE MEETING RECAP
TUESDAY, OCTOBER 24, 2023
6:00 PM**

**LOCATION:
Orangevale Community Center
6826 Hazel Avenue in Orangevale, CA 95662**

1. CALL TO ORDER

The meeting was called to order at 6:01 pm by Committee Chair Presinal.

In attendance: Director Arica Presinal, Director Manie Meraz, Administrator Barry Ross, and Superintendent Von Aesch.

2. PUBLIC DISCUSSION

Any person may address the committee; however, any matter that requires action will be referred to staff and/or committee/Board of Directors for a report and action at a subsequent meeting.

There was no public discussion as there were no guests from the public in attendance.

3. UNFINISHED BUSINESS

There was no unfinished business.

5. NEW BUSINESS

- A. Review resumes and supporting documents from the applicants for the District Administrator position.

The Directors and staff reviewed and discussed the documentation submitted from each applicant for the District Administrator position. The Ad Hoc Committee found several qualified applicants who will move forward to the interview process in the middle of November.

- B. Review a collection of interview questions and select questions for the first round of Interviews for the District Administrator position.

The Ad Hoc Committee read and discussed the quantity, order, and body of each question for the first round of the District Administrator interviews. Staff was directed to complete the final document of interview questions for the first round of interviews.

- C. Review a sample contract for consideration for the District Administrator position.

The Ad Hoc Committee reviewed a sample District Administrator contract which was shared by another recreation & park district. District Administrator Ross reviewed the similarities of position details and recommended a few appropriate updates. Director Presinal advised the importance of adding an "out clause" in order to protect the District. The full Board of Directors will decide on the level of importance of a contract.

6. DIRECTOR'S AND STAFF'S COMMENTS

There were no extra comments.

7. **ITEMS FOR NEXT AGENDA**

8. **ADJOURNMENT**

The meeting was adjourned at 9:20 pm by Committee Chair Presinal.

NOTICE:

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

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Directors can be reached at: director@ovparks.com

Sharon Brunberg

Manie Meraz

Lisa Montes

Arica Presinal

Mike Stickney

STAFF REPORT



DATE: 11-16-23

TO: Board of Directors

FROM: Barry Ross, District Administrator

SUBJECT: **MONTHLY ACTIVITY REPORT – OCTOBER 2023**

ADMINISTRATION

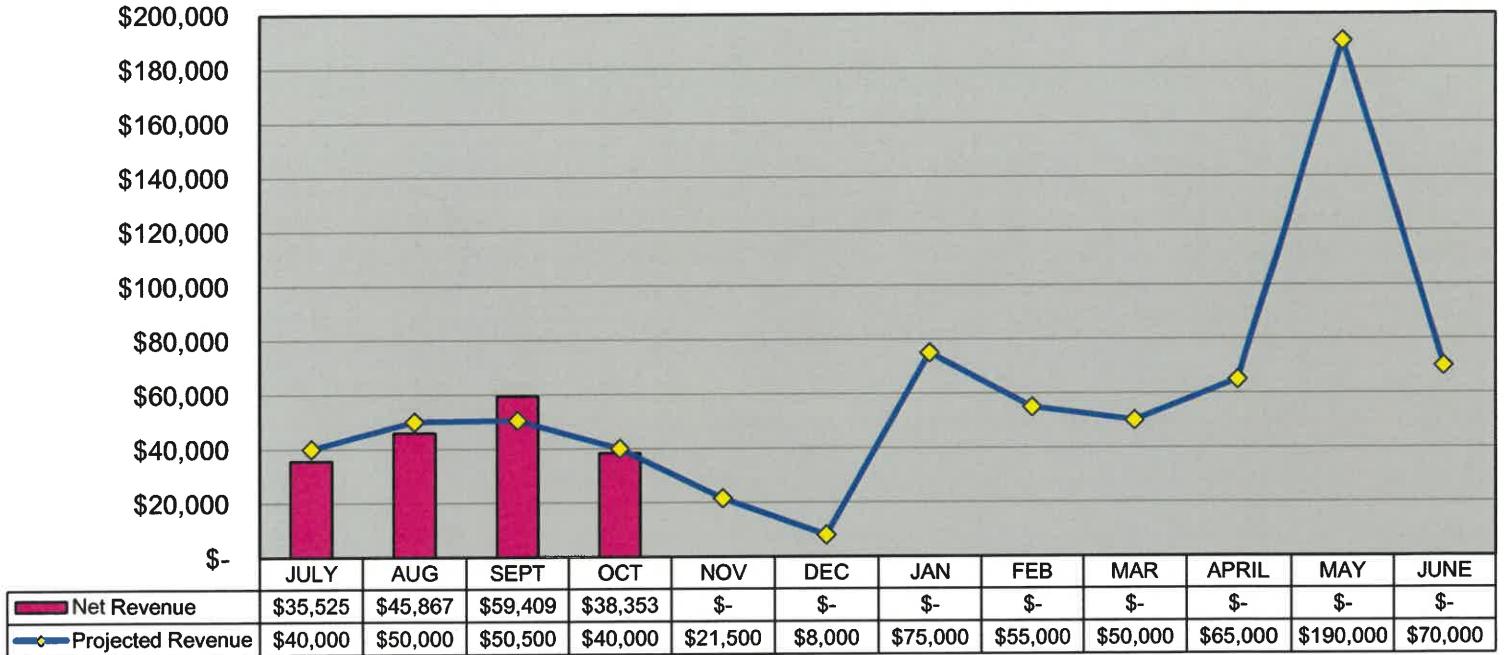
- On October 4, 11, 19, and 26, Admin Ross attended weekly construction meetings for the Arcade Cripple Creek Trail project. These meetings include representatives from the City of Citrus Heights, the construction company, the project managers, engineers, and Sunrise Recreation & Park District. The purpose of the meetings is to provide updates, problem solve, assign new tasks, and make decisions to meet timelines.
- On October 4, a consultant from Aquatic Design Group conducted a site visit to the pool renovation project. The timing of the visit coincided with having the cracked area exposed so an inspection could occur. ADG provided the District with a report from that visit that indicated good progress.
- On October 7, the District co-sponsored and hosted a very successful Aging Well symposium for our community.
- On October 13, the District held its annual Family Fright Night event at Orangevale Community Center Park. About 20 community businesses and organizations participated as vendors for our Trunk or Treat activities to contribute to the fun for 650 community visitors. Staff provided fun and spooky games and maze stations. The event concluded with the screening of the movie Hotel Transylvania in the auditorium.
- On October 19, the new bridge was set in place at Sundance Park.
- On October 20, the concrete flooring for the bridge at Sundance was poured, and most of the paving was completed to the east of the bridge to Highwood Way.
- On October 26, we held a pre-bid walkthrough for the replacement of the metal roofing on the Community Center building. In attendance was Admin Ross, Superintendent Oropeza, Supervisor Bain, Foreman Fuhlrodt, Dan McCready with The Garland Company, and representatives from five roofing contracting companies.

RECREATION Monthly Report: October 2023

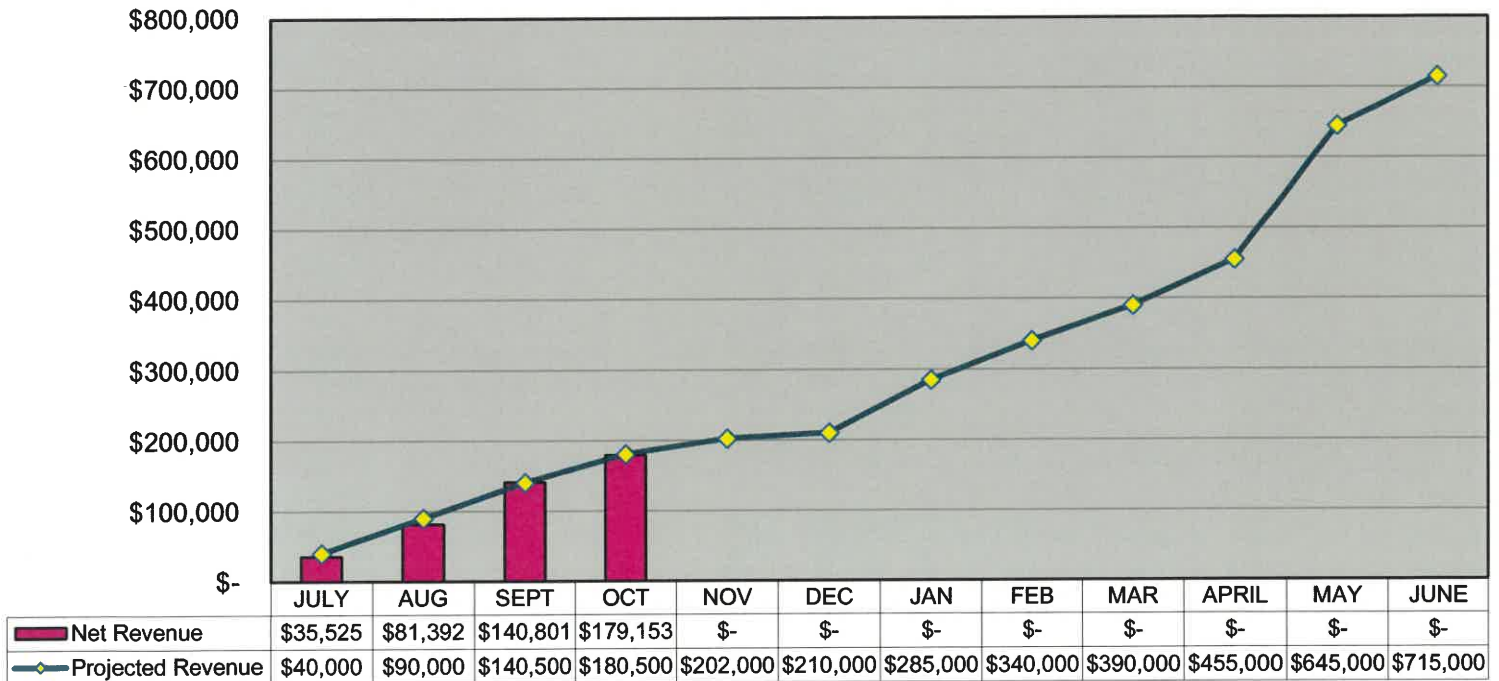
| October | Enrollment | Attendance | Gross Revenue |
|---------------------------------------|-------------------|-------------------|----------------------|
| Active Adults | | | |
| Bridge | 40 | | \$ 80.00 |
| Aging Well Symposium | | 45 | |
| Bingo | | 14 | |
| Mid-Day Movie | | 7 | |
| Active Adults Sub Total | 40 | 66 | \$ 80.00 |
| Classes | | | |
| Basic Horsemanship | 10 | | \$ 1,800.00 |
| Internet Drivers Education | 2 | | \$ 58.00 |
| Stir cooking Classes - Budding Chefs | 11 | | \$ 385.00 |
| Ukulele Fretters | 26 | | \$ 26.00 |
| Classes Sub Total | 49 | 0 | \$ 2,269.00 |
| Events | | | |
| Family Fright Night | | 650 | \$ 200.00 |
| Events Sub Total | 0 | 650 | \$ 200.00 |
| Sports & Fitness | | | |
| Aikido - Teen/Adult | 9 | | \$ 1,463.00 |
| Aikido - Youth | 5 | | \$ 420.00 |
| Chen Tai-Chi Chuan | 13 | | \$ 650.00 |
| Gymnastics - KinderGym | 2 | | \$ 210.00 |
| Gymnastics - Parent participation | 2 | | \$ 210.00 |
| Gymnastics - Tot Gymnastics | 1 | | \$ 105.00 |
| Karate - Shotokan Youth Center | 11 | | \$ 2,350.00 |
| Pilates Reformer | 12 | | \$ 1,040.00 |
| Turns n Tumble Baby Ballet | 6 | | \$ 198.00 |
| Turns n Tumble Pre Ballet | 9 | | \$ 297.00 |
| Women's Total Workout | 1 | | \$ 80.00 |
| Zumbini | 10 | | \$ 40.00 |
| Sports & Fitness Sub Total | 81 | 0 | \$ 7,063.00 |
| Trips | | | |
| Collette Travel Presentation | | 17 | |
| Greece Island Hopper | 3 | | \$ 1,657.00 |
| Mystery Trip | 10 | | \$ 1,250.00 |
| Trips Sub Total | 13 | 17 | \$ 2,907.00 |
| | | | . |
| GRAND TOTAL | 183 | 733 | \$ 12,519.00 |

October Gross Revenue Recap – October OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$35,353 which is \$1,647 below the projected amount. October recreation revenue came in at \$31,720 which is \$1,720 above the projected amount. The October facility revenue came in at \$6,633 which is \$3,367 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.*

2022-2023 ORPD Recreation & Facility Revenue Net vs projected - Monthly View



2023-2024 ORPD Recreation & Facility Revenue Net vs Projected - Monthly Cumulative View



PARKS Monthly Report: October 2023

Park Infrastructure

- Staff continues to conduct monthly playground inspections and makes repairs on site as needed.
 - The open sectional slide on the Oak & Filbert playground was damaged by possible use of a skateboard. We are looking into replacement.
 - The entry platform and triangular deck was ordered for this playground.
- Staff replaced six fence posts at Orangevale Community Park.
- Staff reinstalled 32 ft of fence at the horse arena parking lot. A vehicle hit the 6X6 inch post that held electrical plugs. The post was replaced and the electrical boxes reinstalled.
- Four benches were replaced by staff at Coleman baseball fields.
- Staff pruned several trees at Orangevale Community Park and Orangevale Community Center Park.
- Staff chipped pruned branches at the back of Orangevale Community Center soccer field and the maintenance shop parking lot area.

Mechanics

- Staff continues to conduct basic maintenance to small engine equipment and mowers.
- Staff replaced two blade bearings from Kubota ZD1211 mower.
- Staff replaced the taillight on 2005 Ford Ranger.
- The mow trailer lights were fixed by staff.

Park Irrigation

- Staff replaced three sprinklers at Oak & Filbert and at the Community Center Park.
- All irrigation has been shut off.

Park Grounds

- Staff continues ongoing maintenance at all parks (restrooms, trash, mowing, edging, & blowing).
- Staff removed large branches from Oak and Filbert, Youth Center Park, and Almond Park.
- Staff worked with a tree company to remove two hazardous trees at Shady Oaks Disc Golf Course and one at Sundance Park. Also, a large branch was removed from a large oak tree near hole #1 at the disc golf course.
- Staff sprayed for weeds in several parks of the district.
- Staff repaired damaged turf at Palisades soccer field.
- Staff re-seeded Palisades and the Farmers Market area of Community Center Park.

Fulton-El Camino Park District Police Department
Monthly activity report for: Orangevale Recreation and Park District
Reporting Period: September 1-30, 2023

Almond Park

Warnings: 10/18/23 19:31 9.36.057(a) Subject issued warning for smoking in prohibited area of park
 10/18/23 19:31 9.36.057(a) Subject issued warning for smoking in prohibited area of park
 Parking Citation: 10/01/23 16:18 CVC 4000(a) No current registration

Norma Hamlin Park

No issues to report.

Off Property

No issues to report.

OV Community Center

Parking Citations: 10/02/23 15:30 CVC 4000(a) No current registration
 10/02/23 15:22 CVC 5204(a) Current registration tabs not properly displayed
 10/07/23 15:55 CVC 4000(a) No current registration
 10/22/23 17:14 CVC 4000(a) No current registration

OV Community Park

Warnings: 10/18/23 19:00 9.36.057(a) Subject issued warning for smoking in prohibited area of park
 10/18/23 19:00 9.36.057(a) Subject issued warning for smoking in prohibited area of park
 10/18/23 19:00 9.36.057(a) Subject issued warning for smoking in prohibited area of park
 10/18/23 19:00 9.36.057(a) Subject issued warning for smoking in prohibited area of park
 10/18/23 19:00 9.36.057(a) Subject issued warning for smoking in prohibited area of park
 10/18/23 19:00 9.36.057(a) Subject issued warning for smoking in prohibited area of park
 10/18/23 19:16 9.36.057(a) Subject issued warning for smoking in prohibited area of park

OV Community Park (Disc Golf)

Parking Citations: 10/02/23 15:34 CVC 4000(a) No current registration
 10/02/23 15:44 CVC 4000(a) No current registration
 10/07/23 16:15 CVC 4000(a) No current registration
 10/07/23 16:20 CVC 4000(a) No current registration

Palisades Park

No issues to report.

Pecan Park

Parking Citation: 10/08/23 17:00 SCO 10.16.050(b) Parking in more than one space

Sundance Nature Area

Notice To Appear: 10/29/23 16:14 PC 602(k) Mis Contacted subject with a minor warrant and re-issued him with a court date

Youth Center Park

No issues to report

OvParks Photos of Interest: October 2023

Ageing Well Symposium at the Community Center



Family Fright Night at Community Center Park



Progress on Sundance Park Trail Work



Entrance from Fair Oaks Blvd. (10/3/23)



Entrance from Fair Oaks Blvd. (10/31/23)



Trail to the east of the bridge (10/18/23)



Trail to the east of the bridge (10/29/23)



Bridge being hoisted (10/19/23)



Bridge being lowered



Bridge being set in place (10/19/23)



Pouring the bridge concrete floor (10/20/23)



Smoothing the concrete floor and blending with asphalt trail (10/20/23)





Ramp leading to the bridge (10/29/23)



Graded soil along the ramp (11/4/23)



West bridge abutment before the ramp (10/23/23)



Now with the ramp (10/31/23)

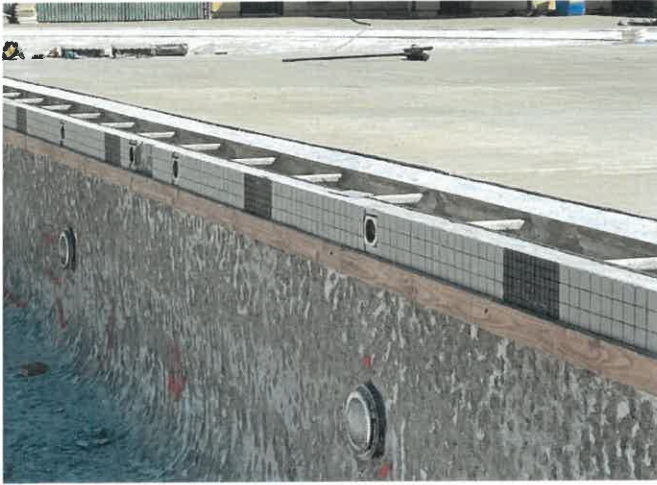


Looking under the bridge (10/23/23)



Same view with the added rip-rap and graded soil (11/4/23)

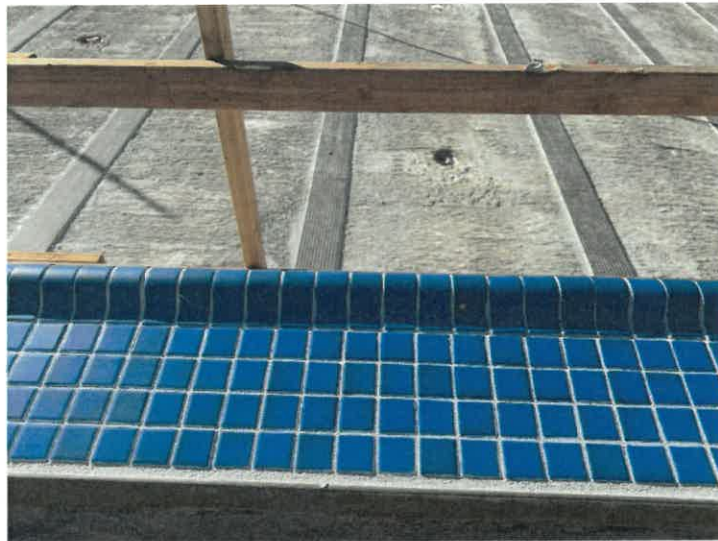
Orangevale Community Pool Renovation



10/3/23 Waterline Tile Installation



10/5/23 Gutter Tile Installation



10/13/23 Curb Tile Installation



10/5/23 Repairing Cracked Area of Pool



10/10/23 Repaired Cracked Area of Pool



10/13/23 Lane Line & Target Tile Installation



10/18/23 Lane Line & Target Tile Installation



10/20/23 Lane Line & Target Tile Installation



10/20/23 Pool Entry Tile Installation

STAFF REPORT



DATE: 11-16-23

TO: Board of Directors

FROM: Barry Ross, District Administrator

SUBJECT: APPROVAL OF RESOLUTION 23-11-714 ESTABLISHING A SCHEDULE OF FEES FOR USE OF PARK AND RECREATIONAL FACILITIES, PROGRAMS, AND SERVICES

RECOMMENDATION

Approve Resolution 23-11-714 establishing a schedule of fees for the use of park and recreational facilities, programs, and services for 2024.

BACKGROUND

Following review and discussion at the Recreation Committee meeting on October 27, 2023, staff is proposing fee increases that average about 6.6 percent effective upon approval as stated in the resolution and accompanying exhibit. In determining the increase in fees, staff considered the minimum wage increases for part time staff, supply costs and utility cost increases. In addition, staff makes annual comparisons to other like agencies in our area to help us maintain rental fees that are competitive and fair. The one fee that the Recreation Committee did not have consensus was with the Special Events in Park (either 5% or 10% increase). The recommended fee adjustments are as follows:

| FACILITIES | RECOMMENDED ADJUSTMENT | NOTES |
|---|---|----------------------------|
| Community Center Activity Building Youth Center | 5% increase | Increased 5% in Jan. 2023 |
| New Buildings | 5% increase | Increased 5% in Jan. 2023 |
| Picnic Shelters | 5% increase | Increased 5% in Jan. 2023 |
| Horse Arena | 5% increase | Increased 10% in Jan. 2023 |
| Athletic Fields | 10% increase | Increased 10% in Jan. 2023 |
| Swimming Pool | 5% increase for rentals Lifeguard cost raised from \$20 to \$24 per hour | Increased 5% in Jan. 2023 |
| Special Events in Parks | 5% or 10% increase | Increased 5% in Jan. 2023 |
| Disc Golf Course Rental | 10% increase | Not increased in Jan. 2023 |
| Tennis & Pickleball Cts | 10% increase | Not increased in Jan. 2023 |
| OTHER RENTALS | RECOMMENDED ADJUSTMENT | NOTES |
| Stone Amphitheater & Sand Volleyball Courts | No increase | |

Other Suggested Fee changes

- Adjust the Facility Host hourly rate to keep up with the minimum wage increase.
- Raise the field and maintenance service fees by 5%
- Raise the field maintenance offset fee by 5%
- Raise the indoor electricity fee during rentals from \$15 to \$25 per outlet
- Raise the electronic reader board message fee by \$10 (\$40 to \$50, and \$30 to \$40)
- Raise the outdoor alcohol permit rate from \$50 to \$75 to stay consistent with ABC
- Add 3% Admin Fee to all rentals

RECOMMENDED MOTION

I move approval of Resolution 23-11-714 establishing a schedule of fees for the use of park and recreational facilities, programs, and services for 2024.



RESOLUTION # 23-11-714

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

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

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

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

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

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

1. User fees for park and recreational facilities and services provided by the District shall be charged in the amounts set forth in Exhibit A attached hereto and incorporated herein by this reference;
2. Said user fees are reasonably necessary to help offset the costs of providing the facilities and services. Examples of the types of facilities and services for which fees may be charged include, but are not limited to, the following: copies of public records; parking; reservation of buildings and other facilities for exclusive use; participation in organized athletic programs and other recreational programs.
3. Exhibit A shall be amended from time to time as determined by the Board of Directors if it is deemed that the user fees set forth are not in an amount reasonably necessary to adequately offset the costs of providing the facilities and services.
4. This Resolution shall take effect upon its adoption, and new fees are to take effect in calendar year 2024.

ON A MOTION by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Board of Directors of the Orangevale Recreation and Park District this 16th day of November 2022 by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED: _____
Chair, Board of Directors

ATTEST: _____
Clerk of the Board

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

**Orangevale Recreation and Park District
ORPD 2024 Preliminary**

BUILDING/ROOM RENTAL FEES

| | | | Classification | | | |
|--|------------------------|-----------------------|----------------|-------|------------------------------------|-------|
| | | | Standard | | Civic/Non Profit/ Youth Serving | |
| Orangevale Community Center 6826 Hazel Ave | | | Regular | 5% | Regular | 5% |
| | Min Rental | Rental | | | | |
| Auditorium (AUD) Mon-Thurs | 4 hr | Rate | \$167 | \$175 | \$141 | \$148 |
| | | Resident Rate | \$134 | \$141 | \$113 | \$119 |
| Kitchen Use with Auditorium | Concurrent | Rate (Flat) | \$161 | \$169 | \$153 | \$161 |
| Auditorium - Sporting Event M-Th (no set-up & no food) | 2 hr | Rate | \$84 | \$88 | \$70 | \$74 |
| | | Resident Rate | \$66 | \$69 | \$56 | \$59 |
| Auditorium (AUD) Friday-Sunday | 4 hr | Rate | \$201 | \$211 | \$170 | \$179 |
| | | Resident Rate | \$161 | \$169 | \$137 | \$144 |
| Kitchen Use with Auditorium | Concurrent | Rate (Flat) | \$161 | \$169 | \$153 | \$161 |
| Auditorium - Sporting Event Fri-Sun (no set-up & no food) | 2 hr | Rate | \$101 | \$106 | \$85 | \$89 |
| | | Resident Rate | \$80 | \$84 | \$68 | \$71 |
| Meeting Room (MR) Mon-Thur | | | | | | |
| | 2 hr | Rate | \$91 | \$96 | \$78 | \$82 |
| | | Resident Rate | \$71 | \$75 | \$62 | \$65 |
| Meeting Room (MR) Fri-Sun | 4 hr | Rate | \$118 | \$124 | \$100 | \$105 |
| | | Resident Rate | \$98 | \$103 | \$84 | \$88 |
| Kitchen Use with Meet Rm | Concurrent | Rate per day | \$161 | \$169 | \$153 | \$161 |
| Meeting Room w/Aud rental | Concurrent w/Aud | Rate per day | \$360 | \$378 | \$305 | \$320 |
| | | Resident Rate per day | \$288 | \$302 | \$246 | \$258 |
| Classroom (CR) | | | | | | |
| | 2 hr | Rate (Hourly) | \$41 | \$43 | \$41 | \$43 |
| Classroom w/Aud or MR rental (with food served in room) | Concurrent w/rental | Rate (Flat) | \$80 | \$84 | \$80 | \$84 |
| Classroom Mon - Thur Only | 1 hr | Rate | n/a | | n/a | |

**Orangevale Activity Building
6818 Hazel Ave**

| | | | | | | |
|--|------|---------------|-------|-------|-------|-------|
| Activity Building (AB) Mon-Thur | 2 hr | Rate | \$91 | \$96 | \$78 | \$82 |
| | | Resident Rate | \$71 | \$75 | \$62 | \$65 |
| Activity Building (AB) Fri-Sun | 4 hr | Rate | \$118 | \$124 | \$100 | \$105 |
| | | Resident Rate | \$98 | \$103 | \$84 | \$88 |

**Youth Center
6745 Hazel Ave**

| | | | | | | |
|-----------------------------------|------------|---------------|----------|------|----------|------|
| Youth Center (YC) Mon-Thur | 2 hr | Rate | \$54 | \$57 | \$46 | \$48 |
| | | Resident Rate | \$43 | \$45 | \$37 | \$39 |
| Youth Center (YC) Fri-Sun | 4 hr | Rate | \$66 | \$69 | \$56 | \$59 |
| | | Resident Rate | \$54 | \$57 | \$46 | \$48 |
| Kitchen Use | Concurrent | Rate | Included | | Included | |

Note: Rentals are Hourly unless otherwise stated.

**Orangevale Recreation and Park District
ORPD 2024 Preliminary**

BUILDING/ROOM RENTAL FEES

| Orangevale Community Center Park 6930 Hazel Ave | | | Classification | | | |
|---|---------------|---------------|----------------|--------------|--------------------------------|--------------|
| | | | Standard | | Civic/Non Profit Youth Serving | |
| | Min | Rental | Reg | 5% | Reg | 5% |
| Building 1 (B1) Mon-Thur Capacity 90 dining / 200 | 2 hr | Rate | \$124 | \$130 | \$105 | \$110 |
| | | Resident Rate | \$100 | \$105 | \$85 | \$89 |
| Building 1 (B1) Fri-Sun Capacity 90 dining / 200 | 4 hr | Rate | \$156 | \$164 | \$133 | \$140 |
| | | Resident Rate | \$125 | \$131 | \$106 | \$111 |
| Building 2 (B1) Mon-Thur Capacity 50 dining / 100 | 2 hr | Rate | \$87 | \$91 | \$74 | \$78 |
| | | Resident Rate | \$68 | \$71 | \$58 | \$61 |
| Building 2 (B1) Fri-Sun Capacity 50 dining / 100 | 4 hr | Rate | \$112 | \$118 | \$95 | \$100 |
| | | Resident Rate | \$89 | \$93 | \$76 | \$80 |
| Kitchen Use | <i>Concur</i> | Rate (Flat) | \$89 | \$93 | \$76 | \$80 |

**Orangevale Recreation and Park District
ORPD 2024 Preliminary**

PICNIC/OUTDOOR FACILITY RENTAL FEES

**Orangevale Community Park
7301 Filbert**

| | | Classification | | | | | | |
|--|---------|----------------|----------|-------|--------------------------------|------------------|-------|----------------------------|
| | | Standard | | | Civic/Non Profit Youth Serving | Public Education | | |
| | | | | | | 5% | 10% | |
| Rental Period | Rental | Daily Rate | | | | | | |
| | | Regular | 5% | 10% | | 5% | 10% | |
| Family Picnic Shelter (FPS) (Covered pad, 4 tables, BBQ) | Day | Rate | \$91 | \$96 | | n/a | | M-F School Yr no charge |
| | | Resident Rate | \$76 | \$80 | | n/a | | |
| Group Picnic Shelter (GPS) (Covered pad, 12 tables, BBQ) | Day | Rate | \$276 | \$290 | | n/a | | M-F School Yr no charge |
| | | Resident Rate | \$229 | \$240 | | n/a | | |
| Pavilion (PAV) (Covered pad, Band Stand, Dance Area, BBQ - 6 tables) | Day | Rate | \$183 | \$192 | | n/a | | n/a |
| | | Resident Rate | \$153 | \$161 | | n/a | | n/a |
| Horse Arena Use of Arena, Warm-up, Stands, Ann. Booth. No services/no prep. | Day | Rate | \$304 | \$319 | | \$252 | \$265 | |
| | | Resident Rate | \$252 | \$265 | | \$210 | \$221 | |
| Disc Golf Course Exclusive Course Rental | Day | Rate | \$289 | | \$318 | N/A | | N/A |
| | | Resident Rate | \$240 | | \$264 | N/A | | N/A |
| Non-exclusive or fundraising tournaments for course improvements. | Day | Rate | No Chage | | | N/A | | N/A |
| Stone Amphitheater Staging and seating. No electricity or water available. | Day | Rate | \$91 | | | no charge | | no charge |
| | | Resident Rate | \$76 | | | no charge | | no charge |
| Pickleball Courts (2 Courts Available) | 2 hours | Rate | \$16 | | \$18 | n/a | | n/a |
| | | Resident Rate | \$14 | | \$15 | n/a | | n/a |
| Tennis Court (1 Court Available) | 2 hours | Rate | \$16 | | \$18 | n/a | | n/a |
| | | Resident Rate | \$14 | | \$15 | n/a | | n/a |

| Almond Park - 5901 Almond | | Rental Period | Rental | Daily Rate | | | |
|--|---------|---------------|--------|------------|------|-----|----------------------------|
| Family Picnic Shelter (FPS) (Covered pad, 4 tables, BBQ) | Day | Rate | \$91 | \$96 | | n/a | M-F School Yr no charge |
| | | Resident Rate | \$76 | \$80 | | n/a | |
| Sand Volleyball Courts (2 Courts Available) | Day | Rate | \$16 | | | n/a | n/a |
| | | Resident Rate | \$14 | | | n/a | |
| Tennis Courts (2 Courts Available) | 2 Hours | Rate | \$16 | | \$18 | n/a | n/a |
| | | Resident Rate | \$14 | | \$15 | n/a | |

| Pecan Park - 5945 Pecan | | Rental Period | Rental | Daily Rate | | | |
|--|---------|---------------|--------|------------|------|-----|-----|
| Pickleball Courts (2 Courts Available) | 2 hours | Rate | \$16 | | \$18 | n/a | n/a |
| | | Resident Rate | \$14 | | \$15 | n/a | |
| Tennis Court (1 Court Available) | 2 hours | Rate | \$16 | | \$18 | n/a | n/a |
| | | Resident Rate | \$14 | | \$15 | n/a | |

| Palisades Park - 9601 Lake Natoma | | Rental Period | Rental | Daily Rate | | | |
|--|---------|---------------|--------|------------|------|-----|-----|
| Tennis Courts (2 Courts Available) | 2 hours | Rate | \$16 | | \$18 | n/a | n/a |
| | | Resident Rate | \$14 | | \$15 | n/a | |

**Orangevale Recreation and Park District
ORPD 2024 Preliminary**

ATHLETIC FIELD RENTAL FEES

**Orangevale Community Center Park
6826 Hazel**

| | | Classification | | | | |
|---|------------------|----------------|-------|---------------------------------|-------|--------------|
| Rental Period | Rental | Standard | | Local Youth Sports Organization | | |
| | | Regular | 10% | Regular | 10% | |
| Softball Field (SBFN or SBFS) No prep | Hourly | Rate | \$22 | \$24 | n/a | |
| | | Resident Rate | \$18 | \$20 | \$18 | \$20 |
| Softball Field (SBFN or SBFS) No prep | Day (8am-8pm) | Rate | \$168 | \$185 | n/a | |
| | | Resident Rate | \$125 | \$138 | \$125 | \$138 |
| Soccer Field (SF) No prep | Hourly | Rate | \$22 | \$24 | n/a | |
| | | Resident Rate | \$18 | \$20 | \$18 | \$20 |
| Soccer Field (SF) No prep | Day (8am-8pm) | Rate | \$168 | \$185 | n/a | |
| | | Resident Rate | \$125 | \$138 | \$125 | \$138 |

**Orangevale Community Park
6826 Hazel**

| | | | | | |
|-------------------------------------|------------------|------|-------|--------------|------------------------------------|
| Soccer Field (SF) No prep | Hourly | Rate | \$18 | \$20 | No rental fee Maint fee applies |
| Soccer Field (SF) No prep | Day (8am-8pm) | Rate | \$143 | \$157 | No rental fee Maint fee applies |

**Orangevale Youth Center Park
6826 Hazel**

| | | | | | |
|---------------------------------------|---------|------|------|-------------|------------------------------------|
| Baseball Field (SF) No prep | Hourly | Rate | \$18 | \$20 | No rental fee Maint fee applies |
| Baseball Field (SF) No prep | Monthly | Rate | n/a | | No rental fee Maint fee applies |

All Other District Parks

| | Rental Period | Rental | Standard | | Local Youth Sports Organizations |
|-----------------------------------|---------------|--------|----------|-------------|------------------------------------|
| Athletic Fields No prep | Hourly | Rate | 18 | \$20 | No rental fee Maint fee applies |

San Juan Schools w/Joint Use Agreements

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

**Orangevale Recreation and Park District
ORPD 2024 Preliminary**

SWIMMING POOL RENTAL FEES

| Pool Party Place (during Public Swim) | Rental Period | Rental | 5% | | | 5% | | | 5% | | |
|---|---------------|--------|------|------|------|------|------|------|------|------|--|
| 2 tables reserved w/ 8 per table & 10 youth admission & 1 adult | 2 hr | Rate | \$87 | \$91 | \$87 | \$91 | \$87 | \$91 | \$87 | \$91 | |

| Pool Rental - Special Use | Min Rental Period | Rental | Rate |
|---------------------------|-------------------|--------|-----------------------------------|
| Pool | 4 hr | Rate | \$90/hour |
| Lifeguard | | | 20/hour/lifeguard |
| Utilities | | | actual cost for out of season use |

SPECIAL EVENT FACILITY RENTAL FEES

| Special Event Rental Guidelines | Day | 0-50 | Standard | | | Civic/Non Profit/NP Youth Serving | | | Public Education | | |
|---------------------------------|----------|---------|---|---------|---------|-----------------------------------|---------|---------|------------------|---------|-------|
| | | | Regular | 5% | 10% | Regular | 5% | 10% | Regular | 5% | 10% |
| | | | The District Board of Directors has given the District Administrator or designee authorization to negotiate rates different from these guidelines based on the type of event, impact to the park, and requested services. | \$201 | \$211 | \$221 | \$168 | \$176 | \$185 | \$168 | \$176 |
| | 51-200 | \$401 | \$421 | \$441 | \$334 | \$351 | \$367 | \$334 | \$351 | \$367 | |
| | 201-500 | \$735 | \$772 | \$809 | \$602 | \$632 | \$662 | \$602 | \$632 | \$662 | |
| | Over 500 | \$1,204 | \$1,264 | \$1,324 | \$1,002 | \$1,052 | \$1,102 | \$1,002 | \$1,052 | \$1,102 | |

**Orangevale Recreation and Park District
ORPD 2024 Preliminary**

SERVICE FEES

| Staffing Charges - District | Minimum Hours | Billable Hourly Rate |
|------------------------------------|----------------------|-----------------------------|
| Facility Host | 2 | \$20 |
| Lifeguard | 2 | \$20 |
| Custodian/Maintenance Worker | 2 | \$38 |
| Overtime | - | 1.5 x the listed rate |

Security - Contracted

| | | |
|----------------|---|---------------------|
| Security Guard | 4 | \$42/hr per guard |
| Park Police | 2 | \$67/hr per officer |

Field and Maintenance Services

5%

| | | | |
|------------------------------------|---|----------------|-------------|
| Softball Field Water, Drag, & Line | - | \$60/per field | \$63 |
| Field Striping | - | \$70/per field | \$74 |
| Arena Rototill | - | \$60/per | \$63 |

Field Maintenance Offset Fee

| Rental Period | Local Youth Sport Organizations |
|----------------------|--|
| monthly | \$138/per field |

5%

\$145

Utility Services

| | | | |
|-----------------------|-------------------|-------------|-------------|
| Electricity - Indoor | Special Use/Event | \$15/outlet | \$25 |
| Electricity - Outdoor | Special Use/Event | \$100/day | |
| Electricity - Outdoor | OVCP Pavilion | \$50/day | |
| Bin for Trash | Special Use/Event | direct cost | |
| Water Access | Special Use/Event | negotiated | |

Additional Charges

| | Standard | Civic Non Profit Public Education Local Youth Sports Local Government | |
|---------------------------------|------------------|--|---------------------|
| Copy Fee | \$0.25/page | \$0.25/page | |
| Electronic Reader Board Message | \$40 per message | \$20 per Message | \$50 \$30 |
| Outdoor Alcohol Permit | \$50 | - | \$75 |
| Organic Material Violation Fee | \$155 | n/a | |

**Orangevale Recreation and Park District
ORPD 2024 Preliminary**

RENTAL DEPOSIT/EQUIPMENT FEES

Indoor Facilities

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

Outdoor Facilities

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

District Equipment

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

STAFF REPORT



DATE: 11/16/23

TO: Board of Directors

FROM: Jason Bain, Recreation Supervisor

SUBJECT: APPROVAL OF THE AGREEMENT WITH THE ALL EVENTS MANAGEMENT GROUP TO HOLD ORANGEVALE'S SUMMER PALOOZA EVENT IN ORANGEVALE COMMUNITY PARK ON JUNE 14-16, 2024

RECOMMENDATION

Approve the agreement with All Events Management Group to hold Orangevale's Summer Palooza in Orangevale Community Park on June 14-16, 2024.

BACKGROUND

Lisa Montes from AEMG, Inc. submitted a special event application to hold Orangevale's Summer Palooza at the Orangevale Community Park. The Orangevale Summer Palooza event was held during the same weekend in 2022 and 2023, and helped bring back the spirit of the Orangevale Town Fair. This event will host live music, carnival booths and rides, food, and beverages within a fenced in area. The equipment utilized during this event will include carnival rides, stage, fencing, electrical generators, lights, tents, canopies, portable restrooms, and sound equipment. This event will be utilizing the District's electrical hook-ups and water. The expected attendance for this three-day event is 10,000 people. The rental fee for the event is \$2,604.

RECOMMENDED MOTION

I move we approve the Agreement with All Events Management Group to hold Orangevale's Summer Palooza in Orangevale Community Park on June 14-16, 2024, and authorize the District Administrator to execute the agreement.

PERMIT AGREEMENT

This Agreement is made and entered into this 16th day of November 2023, 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 June 14 – June 16, 2024

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 June 14 – June 16, 2024 (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, June 9, 2024, and is required to complete Event take-down and cleanup by Monday, June 17, 2024, at 5:00 p.m. Permittee is required to coordinate all activities with the District. Permittee agrees that the security deposit will be forfeited if Permittee fails to complete all cleanup of the Property by Monday, June 17, 2024, 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 June 9 – June 16, 2024, in an area designated by Permittee and the District. Permittee shall cause the removal of any camper, truck, trailer and/or tents from the designated area and the Property no later than June 16, 2024 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.

FEEES

3. In consideration for the use of the Property as provided for herein, Permittee shall pay to the District a security deposit of five hundred dollars (**\$500.00**) (the "Deposit") no later than March 10, 2024, 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 six hundred and four dollars (**\$2,604.00**) (the “Rental Fee”) no later than April 11, 2024.

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 June 14 thru June 16, 2024 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, June 7, 2024 with the District's representatives and the post-event inspection walk-through that will take place on Tuesday, June 17, 2024 to determine pre and post event facility conditions and damage.

b. Permittee agrees and understands that it shall reimburse the District for the repair of any area of the Property or its surrounding areas which is damaged or diminished in value by or related to operations or activities under this Permit, and shall pay for the District to restore the area, to the condition existing immediately prior to the commencement of the Permittee's operations under this Permit, excepting normal wear and tear of turf areas. District shall provide an itemized list of any such damages or repairs resulting from the event, within five (5) days from the Event's final walk-through on Tuesday, June 17, 2024. 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, 2024 for review by the District. Any feedback on the layout for the Event shall be given no later than April 19, 2024. Permittee agrees to make any modifications and/or revisions to the layout for the Event if indicated by the District that such modification and/or revision is necessary for the safety of the public and/or District property. Any modifications to the layout after approval shall be submitted in writing and approved by District. Permittee shall remain responsible for the layout and ensure the safety of participants and/or attendees of the Event, the general public, District employees and property, and District shall not assume any such liability as a result of approving any layout. Permittee shall also provide District with an emergency notification list.

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

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

f. Permittee shall be responsible for providing adequate security for property, vehicles, participants, workers, and equipment, which are participating in the Event during the period of this Permit. Permittee's security arrangements and operations shall be coordinated and

approved by District (plan must be submitted to District's representative one month prior to the Event). Permittee understands and agrees that District's approval of any security plan for the Event does not relieve Permittee from any and all liability therefore, and further does not transfer any liability resulting from the Event to District.

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

h. Permittee shall provide, at its own expense, portable restrooms, medical, first aid facilities and personnel, and potable water, as are deemed necessary by the County of Sacramento Environmental Health Department, the Sacramento Metro Fire District, and the District to accommodate the expected number of people. Permittee shall comply with all laws, rules and regulations governing the number and types of facilities, and any and all other rules and regulations required to address the above needs. Permittee shall file Material Data Safety Sheets (MSDS) for all cleaning agents requiring specifications with the District at least one (1) month prior to the event. The plan to accommodate this section shall be submitted to the District for approval no later than Friday, May 10, 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.

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

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

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

INDEMNIFICATION

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

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

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

INSURANCE

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

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

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

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

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

By execution of this Agreement, Permittee certifies as follows:

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

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

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

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

ASSIGNMENT OF AGREEMENT

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

DEFAULT

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

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

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

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

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

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

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

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

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

HAZARDOUS SUBSTANCES

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

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

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

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

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

CANCELLATION BY PERMITTEE

16. Permittee may cancel this Permit and terminate all of its obligations at any time subsequent to the commencement of the term upon the breach of District of, or its failure to perform, any of the covenants or agreements contained in this Permit and the failure of District to remedy any breach for a period of five (5) days after receipt of written notice from Permittee of the existence of such breach. District shall not be considered 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 _____
Barry Ross, District Administrator

By _____
Lisa Montes, AEMG, INC President



Orangevale Recreation & Park District

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

| |
|-------------------|
| District Use Only |
| Booking #: _____ |
| Appl. Date: _____ |

SPECIAL EVENT RENTAL APPLICATION

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

RENTAL CUSTOMER

Name of Applicant: Lisa Montes

Address: 6129 Rich Hill Dr City/State/Zip: Orangevale Ca 95662

Phone #: 916.532.6069 Email: Lisa@alleventsplus.net

Sponsoring Organization/Company: All Events Mgt Group (Women Veterans Giving/ORPD -Event Partners)

Authorized Organization Representative: Vanessa Kinch Jenn Gustafson and Melissa Washington

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

Type of Organization: Non Profit Private Corporation Other _____

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

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

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

Alternate Contact Name: Vanessa Kinch Phone/Email: 916.467.0033 Vmontes22@yahoo.com

FACILITY REQUESTED

• **Orangevale Community Center - 6826 Hazel Avenue**

Field Area

• **Orangevale Community Park - 7301 Filbert Avenue**

Disc Golf Course

Pavilion & Stage Area

Horse Arena

Oak & Filbert Area

Stone Amphitheater

Other Facility: grass area around the horse arena for parking use

EVENT INFORMATION

Event Name: Orangevale Summer Palooza

Event Date(s): June 14-16, 2024 Day(s) of week: M T W Th F Sat Sun

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

| Set up time | Event time | Clean up time |
|--|--|--|
| From: 6.09.24 8am <input checked="" type="checkbox"/> am <input type="checkbox"/> pm | From: 6.14.24 2pm <input type="checkbox"/> am <input checked="" type="checkbox"/> pm | From: 6.16.24 7pm <input type="checkbox"/> am <input checked="" type="checkbox"/> pm |
| To: 6.13.24 3pm <input type="checkbox"/> am <input checked="" type="checkbox"/> pm | To: 6.16.24 7pm <input type="checkbox"/> am <input checked="" type="checkbox"/> pm | To: 6.17.24 3 pm <input type="checkbox"/> am <input checked="" type="checkbox"/> pm |

Type of Event: Concert Festival Celebration Run/Walk Other _____

Purpose of Event: Community Celebration that will economically support local businesses, service groups and non profits organizations

Overall Estimated Attendance: 10,000 Daily 834 Adults 500 Children 334

Has this event been produced before? Yes No If yes, previous attendance: 6732

If yes, list previous name, date and location of event: OV Summer Palooza (same location) Father's Day weekend 2022 & 2023

EVENT INFORMATION cont'd

Description of Event - Provide a detailed description of your event (i.e. list activities, entertainment, and vendors, special equipment and structures, etc. You may attach additional pages or materials as needed.
Vendors, Carnivals, Entertainment, Live Music, Food Specialty. Special equipment ; trailers, power, stage, lighting, and sound

How does the community of Orangevale benefit from this event?
This bring folks out from the community and surrounding areas. The event supports local non-profit, service organizations and schools with proceeds and contributes to the economic impact to local businesses.

Is this a Public or Private event? Public Private Other _____

If public, please give name, phone number and website for public event information: All Events - 916.934.2207 www.ovsummerpalooza

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

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

Please list the type (i.e., admission, food charge) and amount of charge:

Parking \$7 (proceeds benefit local organizations) Admission \$2-4 helps cover event cost

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

Will food be served at the event? Yes No

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

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

If yes, please list the time alcohol will be served Hours Open - Bar closes 30 minutes prior to closing for day

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

If yes, please list Staging, lighting, power, tables, chairs, pop-up tents and misc

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

INSURANCE REQUIREMENTS

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

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

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

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

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

CUSTOMER SIGNATURE:  DATE: 8.09.2023

REVIEWED BY OVPARKS REPRESENTATIVE:  DATE: 11-8-23

SUPPLEMENTAL SPECIAL USE APPLICATION

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

EVENT NAME: Orangevale Summer Palooza

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

Day 1: Day of Week Sunday Date June 09 2023 to Start Time 1pm End Time to
 Day 2: Day of Week Friday Date June 14 2023 Start Time End Time 2 pm

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

Day 1: Day of Week Friday Date June 14 2024 Start Time 2 pm End Time 11 pm
 Day 2: Day of Week Saturday Date June 15 2024 Start Time 2 pm End Time 11 pm
 Day 3: Day of Week Sunday Date June 16 2024 Start Time 2 pm End Time 7 pm
 Day 4: Day of Week Date Start Time End Time

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

Day 1: Day of Week Sunday Date June 16 2024 Start Time 7pm End Time to
 Day 2: Day of Week Monday Date June 17 2024 Start Time End Time 3pm

EVENT SITE PLAN/MAP

Attach a detailed site plan/map of the event layout including locations of vendors, equipment, activities, parking, etc. The site plan should be submitted on 8 ½" x 11" or 8 ½" x 14" white paper. Please indicate a directional sign showing north. Include a key if you use symbols denoting event areas.

EVENT ACTIVITY PLAN

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

Entertainment

- Amplified Music – Live Hours – Start 2 pm End 11 pm
- Amplified Music – Recorded Hours – Start 2 pm End 11 pm
- Carnival Booths/Rides Hours – Start 2 pm End 11 pm
- Other Hours – Start End

Sporting Activities

- Type Horse Show Hours – Start 2 pm End 6 pm
- Type Corn Hole Tournament Hours – Start 2 pm End 7 pm

Vendors

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

Equipment

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

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

SUPPLEMENTAL SPECIAL USE APPLICATION - Cont'd

ALCOHOL MANAGEMENT PLAN

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

PARKING & TRAFFIC MANAGEMENT PLAN

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

SANITATION, WASTE & UTILITY PLAN

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

STAFFING PLAN

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

EMERGENCY AND SAFETY PLAN

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

EVENT MARKETING PLAN

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

NOTIFICATION PLAN

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

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

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

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

CUSTOMER SIGNATURE:  DATE: 8.09.2023

REVIEWED BY OVPARKS REPRESENTATIVE:  DATE: 11-8-23

Submit

STAFF REPORT



DATE: 11/16/23

TO: Board of Directors

FROM: Jason Bain, Recreation Supervisor

SUBJECT: APPROVAL OF THE AGREEMENT WITH THE ALL EVENTS MANAGEMENT GROUP TO HOLD CARS AT THE CORRAL EVENT IN ORANGEVALE COMMUNITY PARK ON AUGUST 24, 2024

RECOMMENDATION

Approve the agreement with All Events Management Group to hold the *Cars at the Corral* event in Orangevale Community Park on August 24, 2024.

BACKGROUND

Lisa Montes from AEMG, Inc. submitted a special event application to hold the *Cars at the Corral* event at the Orangevale Community Park. The event location will be the Pavilion & Stage area. The event is also requesting the grass area behind the Horse Arena for parking, Horse Arena paved parking lot, and non-exclusive use of the Oak & Filbert parking lot. This is a car show event to benefit the Orangevale History Project, and includes music, food, and vendors. This event will run from 9am to 1pm on August 24. The rental fee for the event is \$735.

RECOMMENDED MOTION

I move we approve the Agreement with All Events Management Group to hold the *Cars at the Corral* event in Orangevale Community Park on August 24, 2024, in Orangevale Community Park and authorize the District Administrator to execute the agreement.

PERMIT AGREEMENT

This Agreement is made and entered into this 16th day of November 2023, 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 Cars At the Corral, community special event for the public on August 24, 2024.

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 Cars At the Corral, August 24, 2024 (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, August 24, 2024, at 6am and is required to complete Event take-down and cleanup by Saturday August 24, 2024, at 5pm. Permittee is required to coordinate all activities with the District. Permittee agrees that the security deposit will be forfeited if Permittee fails to complete all cleanup of the Property by Saturday, August 24, 2024, at 5pm

Permittee shall cause the removal of any camper, truck, trailer and/or tents from the designated area and the Property no later than August 24, 2024, at 5pm. Under no circumstances shall Permittee and/or Permittee’s exhibitors, concessionaires and/or officials have an open fire (wood fire, bonfire, campfire) on District property unless specifically authorized by the District in writing. In the event an open fire is made, Permittee shall cause the person and/or persons responsible to leave the Property immediately. Permittee shall assume responsibility for any and all injuries and/or damages which occurs and/or arises from the activities authorized under this Paragraph. District shall not assume any liability to Permittee, and/or any other person as a result of the activities authorized by this Paragraph. Permittee shall be responsible for notifying any and

all exhibitors, concessionaires, agents and/or officials that District shall have no liability for any and all injuries and/or damages which occur on the Property. Permittee shall require any person wanting to utilize the Property for camping purposes as authorized by this paragraph to sign a waiver in the form to be provided by District, the original of which shall be provided to District. Permittee understands and agrees that it assumes any and all liability for any personal injury and/or damages resulting from the use of the Property as provided for herein.

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

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

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

NATURE OF THE INTEREST GRANTED

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

FEEES

3. In consideration for the use of the Property as provided for herein, Permittee shall pay to the District a security deposit of five hundred dollars (**\$500.00**) (the "Deposit") no later than May 24, 2024. 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 Seven hundred thirty five dollars (**\$735**) (the "Rental Fee") no later than May 24, 2024.

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

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

CHARGES BY PERMITTEE

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

OBLIGATIONS OF DISTRICT

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

- a. District agrees to provide for the non-exclusive use of the Property, including the pavilion, restrooms, and parking facilities, and exclusive use of those facilities specifically identified in the Application.
- b. District shall furnish Permittee with electrical and water usage within the capacity of the District's facilities, for the Event on August 24, 2024 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, August 23, 2024, with the District's representatives and the post-event inspection walk-through that will take place on Monday, August 26, 2024 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, August 26, 2024. 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 May 24, 2024, for review by the District. Any feedback on the layout for the Event shall be given no later than May 31, 2024. Permittee agrees to make any modifications and/or revisions to the layout for the Event if indicated by the District that such modification and/or revision is necessary for the safety of the public and/or District property. Any modifications to the layout after approval shall be submitted in writing and approved by District. Permittee shall remain responsible for the layout and ensure the safety of participants and/or attendees of the Event, the general public, District employees and property, and District shall not assume any such liability as a result of approving any layout. Permittee shall also provide District with an emergency notification list.

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

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

f. Permittee shall be responsible for providing adequate security for property, vehicles, participants, workers, and equipment, which are participating in the Event during the period of this Permit. Permittee's security arrangements and operations shall be coordinated and

approved by District (plan must be submitted to District's representative one month prior to the Event). Permittee understands and agrees that District's approval of any security plan for the Event does not relieve Permittee from any and all liability therefore, and further does not transfer any liability resulting from the Event to District.

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

h. Permittee shall provide, at its own expense, portable restrooms, medical, first aid facilities and personnel, and potable water, as are deemed necessary by the County of Sacramento Environmental Health Department, the Sacramento Metro Fire District, and the District to accommodate the expected number of people. Permittee shall comply with all laws, rules and regulations governing the number and types of facilities, and any and all other rules and regulations required to address the above needs. Permittee shall file Material Data Safety Sheets (MSDS) for all cleaning agents requiring specifications with the District at least one (1) month prior to the event. The plan to accommodate this section shall be submitted to the District for approval no later than Friday, May 24, 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.

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

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

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

INDEMNIFICATION

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

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

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

INSURANCE

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

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

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

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

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

By execution of this Agreement, Permittee certifies as follows:

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

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

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

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

ASSIGNMENT OF AGREEMENT

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

DEFAULT

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

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

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

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

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

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

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

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

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

HAZARDOUS SUBSTANCES

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

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

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

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

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

CANCELLATION BY PERMITTEE

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

INCLEMENT WEATHER POLICY

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

NOTICE

18. Service of Notice.

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

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

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

NEGATION OF PARTNERSHIP

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

WAIVER

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

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

**ORANGEVALE RECREATION AND
PARK DISTRICT**

**ALL EVENTS MANAGEMENT GROUP
LISA MONTES**

By _____
Barry Ross, District Administrator

By _____
Lisa Montes, AEMG, INC President



Orangevale Recreation & Park District

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

District Use Only

Booking #: _____

Appl. Date: _____

OCT 05 2023

SPECIAL EVENT RENTAL APPLICATION

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

RENTAL CUSTOMER

Name of Applicant: Lisa Montes

Address: 6129 Rich Hill Dr City/State/Zip: Orangevale Ca 95662

Phone #: 916.532.6069 Email: Lisa@alleventsplus.net

Sponsoring Organization/Company: All Events Mgt Group OVHP /ORPD -Event Partners)

Authorized Organization Representative: Vanessa Kinch Rick Maldonado

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

Type of Organization: Non Profit Private Corporation Other _____

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

Organization Web Site: www.allevents.expert Organization Email: info@carsatcorral.com

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

Alternate Contact Name: Vanessa Kinch Phone/Email: 916.467.0033 Vmontes22@yahoo.com

FACILITY REQUESTED

• **Orangevale Community Center - 6826 Hazel Avenue**

Field Area

• **Orangevale Community Park - 7301 Filbert Avenue**

Disc Golf Course

Pavilion & Stage Area

Horse Arena

Oak & Filbert Area

Stone Amphitheater

Other Facility: grass area around the horse arena for parking use

EVENT INFORMATION

Event Name: Cars At The Corral

Event Date(s): August 24, 2024 Day(s) of week: M T W Th F Sat Sun

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

| Set up time | Event time | Clean up time |
|--|---|--|
| From: 8.24.24 6am <input checked="" type="checkbox"/> am <input type="checkbox"/> pm | From: 8.24.24 9 am <input checked="" type="checkbox"/> am <input type="checkbox"/> pm | From: 8.24.24 2pm <input type="checkbox"/> am <input checked="" type="checkbox"/> pm |
| To: 8.24.24 8am <input checked="" type="checkbox"/> am <input type="checkbox"/> pm | To: 8.24.24 2pm <input type="checkbox"/> am <input checked="" type="checkbox"/> pm | To: 8.24.24 3 pm <input type="checkbox"/> am <input checked="" type="checkbox"/> pm |

Type of Event: Concert Festival Celebration Run/Walk Other _____

Purpose of Event: Show and Shine Car Show proceeds will benefit OV History Project

Overall Estimated Attendance: 500 Daily _____ Adults 400 Children 100

Has this event been produced before? Yes No If yes, previous attendance: 0

If yes, list previous name, date and location of event: New event for OV

EVENT INFORMATION cont'd

Description of Event - Provide a detailed description of your event (i.e. list activities, entertainment, and vendors, special equipment and structures, etc. You may attach additional pages or materials as needed.
Vendors, Live Music, Food Speciality. Special , power, stage, lighting, and sound

How does the community of Orangevale benefit from this event?
This bring folks out from the community and surrounding areas. The event supports local non-profit, service organizations and schools with proceeds and contributes to the economic impact to local businesses.

Is this a Public or Private event? Public Private Other _____

If public, please give name, phone number and website for public event information: _____ All Events - 916.934.2207 www.carsatcorral.com

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

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

Please list the type (i.e., admission, food charge) and amount of charge:

Parking \$7 (proceeds benefit local organizations) Admission \$3-7 helps cover event cost

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

Will food be served at the event? Yes No

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

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

If yes, please list the time alcohol will be served Hours Open - Bar closes 30 minutes prior to closing for day

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

If yes, please list power, tables, chairs, pop-up tents and misc

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

INSURANCE REQUIREMENTS

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

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

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

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

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

CUSTOMER SIGNATURE: [Signature] DATE: 10.02.2023

REVIEWED BY OVPARKS REPRESENTATIVE: [Signature] DATE: 11-8-23

SUPPLEMENTAL SPECIAL USE APPLICATION

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

EVENT NAME: Cars at the corral

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

Day 1: Day of Week Saturday Date August 24 Start Time 6 am End Time to 8 am
 Day 2: Day of Week _____ Date _____ Start Time _____ End Time _____

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

Day 1: Day of Week Saturday Date August 24 2024 Start Time 9 am End Time 1 pm
 Day 2: Day of Week _____ Date _____ Start Time _____ End Time _____
 Day 3: Day of Week _____ Date _____ Start Time _____ End Time _____
 Day 4: Day of Week _____ Date _____ Start Time _____ End Time _____

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

Day 1: Day of Week Saturday Date August 2024 Start Time 2 pm End Time to 3pm
 Day 2: Day of Week _____ Date _____ Start Time _____ End Time _____

EVENT SITE PLAN/MAP

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

EVENT ACTIVITY PLAN

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

Entertainment

- Amplified Music – Live Hours – Start 9 am End 1 pm
- Amplified Music – Recorded Hours – Start _____ End _____
- Carnival Booths/Rides Hours – Start _____ End _____
- Other _____ Hours – Start _____ End _____

Sporting Activities

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

Vendors

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

Equipment

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

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

SUPPLEMENTAL SPECIAL USE APPLICATION - Cont'd

ALCOHOL MANAGEMENT PLAN

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

PARKING & TRAFFIC MANAGEMENT PLAN

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

SANITATION, WASTE & UTILITY PLAN

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

STAFFING PLAN

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

EMERGENCY AND SAFETY PLAN

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

EVENT MARKETING PLAN

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

NOTIFICATION PLAN

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

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

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

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

CUSTOMER SIGNATURE:  DATE: 10.4.2023

REVIEWED BY OVPARKS REPRESENTATIVE:  DATE: 11-8-23

Submit

STAFF REPORT



DATE: 11/16/23

TO: Board of Directors

FROM: Jason Bain, Recreation Supervisor

SUBJECT: APPROVAL OF THE AGREEMENT WITH THE ALL EVENTS MANAGEMENT GROUP TO HOLD BOW WOW DAYS – A PETICULAR EVENT IN ORANGEVALE COMMUNITY PARK ON SEPTEMBER 28, 2024

RECOMMENDATION

Approve the agreement with All Events Management Group to hold Bow Wow Days – a Peticular Event in Orangevale Community Park on September 28, 2024.

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 and the Oak gravel parking lot. The event is also requesting the non-exclusive use of the Horse Arena parking lot, the Oak Ave. gravel parking lot, and the Filbert Ave. parking lot. This event is a pet awareness event with demonstrations, info on pet care, pet adoptions, music, food, vendors, and crafts. This event will run from 9am to 1pm on September 28. The rental fee for the event is \$735.

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 28, 2024, in Orangevale Community Park and authorize the District Administrator to execute the agreement.

PERMIT AGREEMENT

This Agreement is made and entered into this 16th day of November 2023, 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 28, 2024.

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 28, 2024 (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 28, 2024, at 6am and is required to complete Event take-down and cleanup by Saturday September 28, 2024, at 5pm. Permittee is required to coordinate all activities with the District. Permittee agrees that the security deposit will be forfeited if Permittee fails to complete all cleanup of the Property by Saturday, September 28, 2024, at 5pm

Permittee shall cause the removal of any camper, truck, trailer and/or tents from the designated area and the Property no later than September 28, 2024, at 5pm. Under no circumstances shall Permittee and/or Permittee’s exhibitors, concessionaires and/or officials have an open fire (wood fire, bonfire, campfire) on District property unless specifically authorized by the District in writing. In the event an open fire is made, Permittee shall cause the person and/or persons responsible to leave the Property immediately. Permittee shall assume responsibility for any and all injuries and/or damages which occurs and/or arises from the activities authorized under this Paragraph. District shall not assume any liability to Permittee, and/or any other person as a result of the activities authorized by this Paragraph. Permittee shall be responsible for notifying

any and all exhibitors, concessionaires, agents and/or officials that District shall have no liability for any and all injuries and/or damages which occur on the Property. Permittee shall require any person wanting to utilize the Property for camping purposes as authorized by this paragraph to sign a waiver in the form to be provided by District, the original of which shall be provided to District. Permittee understands and agrees that it assumes any and all liability for any personal injury and/or damages resulting from the use of the Property as provided for herein.

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

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

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

NATURE OF THE INTEREST GRANTED

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

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, 2024. 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 Seven hundred thirty five dollars (**\$735**) (the "Rental Fee") no later than June 28, 2024.

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 21, 2024 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 27, 2024, with the District's representatives and the post-event inspection walk-through that will take place on Monday, September 30, 2024 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 30, 2024. 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, 2024, for review by the District. Any feedback on the layout for the Event shall be given no later than July 3, 2024. 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.

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

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

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

INDEMNIFICATION

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

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

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

INSURANCE

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

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

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

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

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

By execution of this Agreement, Permittee certifies as follows:

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

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

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

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

ASSIGNMENT OF AGREEMENT

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

DEFAULT

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

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

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

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

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

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

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

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

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

HAZARDOUS SUBSTANCES

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

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

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

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

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

CANCELLATION BY PERMITTEE

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

INCLEMENT WEATHER POLICY

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

NOTICE

18. Service of Notice.

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

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

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

NEGATION OF PARTNERSHIP

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

WAIVER

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

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

**ORANGEVALE RECREATION AND
PARK DISTRICT**

**ALL EVENTS MANAGEMENT GROUP
LISA MONTES**

By _____
Barry Ross, District Administrator

By _____
Lisa Montes, AEMG, INC President



RECEIVED
OCT 07 2023

Orangevale Recreation & Park District

6826 Hazel Avenue Orangevale, CA 95662

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

SPECIAL EVENT RENTAL APPLICATION

| |
|-------------------|
| District Use Only |
| Booking #: _____ |
| Appl. Date: _____ |

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

RENTAL CUSTOMER

Name of Applicant: LISA MONTES
 Address: 6129 RICH HILL DRIVE City/State/Zip: ORANGEVALE CA 95662
 Phone #: 9165326069 Email: LISA@ALLEVENTSPLUS.NET
 Sponsoring Organization/Company: ALL EVENTS MANAGEMENT GROUP
 Authorized Organization Representative: LISA MONTES

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

Type of Organization: Non Profit Private Corporation Other _____
 If your organization is a non-profit group, please enter non-profit [501 (c) 3] ID #: _____
 Organization Web Site: bowwowdays.com Organization Email: info@bowwowdays.com
 Name of Event Organizer (if different from applicant): SAME
 Alternate Contact Name: _____ Phone/Email: _____

FACILITY REQUESTED

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

Other Facility: AREA WHERE POW WOW DAYS IS HELD

EVENT INFORMATION

Event Name: BOW WOW DAYS - A PETICULAR EVENT
 Event Date(s): September 28, 2024 Day(s) of week: M T W Th F Sat Sun
 Event Time(s): Must include an adequate amount of time for set up and clean up of the facility.

| Set up time | | Event time | | Clean up time | |
|-------------|---|------------|--|---------------|--|
| From: | 6 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm | From: | 9 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm | From: | 1 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm |
| To: | 8:30 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm | To: | 1 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm | To: | 3 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm |

Type of Event: Concert Festival Celebration Run/Walk Other COMMUNITY PET EVENT
 Purpose of Event: BRING AWARENESS TO PET NEEDS - ADPOTIONS, CARE, AND DEMONSTRATIONS
 Overall Estimated Attendance: 500 Daily _____ Adults 400 Children 100
 Has this event been produced before? Yes No If yes, previous attendance: _____
 If yes, list previous name, date and location of event: SAME

EVENT INFORMATION cont'd

Description of Event - Provide a detailed description of your event (i.e. list activities, entertainment, and vendors, special equipment and structures, etc. You may attach additional pages or materials as needed.
THIS WILL BE A PET AWARENESS EVENT. DEMONSTRATIONS, PET CARE, PET ADOPTIONS, MUSIC, FOOD, VENDORS AND CRAFTS.

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

Is this a Public or Private event? Public Private Other _____

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

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

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

Please list the type (i.e., admission, food charge) and amount of charge:

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

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

Will food be served at the event? Yes No

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

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

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

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

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

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

INSURANCE REQUIREMENTS

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

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

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

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

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

CUSTOMER SIGNATURE: [Signature] DATE: 10.2.2023

REVIEWED BY OVPARKS REPRESENTATIVE: [Signature] DATE: 11-8-23

SUPPLEMENTAL SPECIAL USE APPLICATION

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

EVENT NAME: same as page 1

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

Day 1: Day of Week Saturday Date 9.28.2024 Start Time 6:00 am End Time 9:00 am
 Day 2: Day of Week _____ Date BR Start Time _____ End Time _____

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

Day 1: Day of Week Saturday Date 9.28.2024 Start Time 9:00 am End Time 1:00 pm
 Day 2: Day of Week _____ Date BR Start Time _____ End Time _____
 Day 3: Day of Week _____ Date _____ Start Time _____ End Time _____
 Day 4: Day of Week _____ Date _____ Start Time _____ End Time _____

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

Day 1: Day of Week Saturday Date 9.28.2024 Start Time 1:00 pm End Time 3:00 pm
 Day 2: Day of Week _____ Date BR Start Time _____ End Time _____

EVENT SITE PLAN/MAP

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

EVENT ACTIVITY PLAN

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

Entertainment

- Amplified Music – Live Hours – Start 10am End 1 pm
- Amplified Music – Recorded Hours – Start _____ End _____
- Carnival Booths/Rides Hours – Start _____ End _____
- Other _____ Hours – Start _____ End _____

Sporting Activities

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

Vendors

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

Equipment

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

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

AS. Pa. 11/18/23

SUPPLEMENTAL SPECIAL USE APPLICATION - Cont'd

ALCOHOL MANAGEMENT PLAN

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

PARKING & TRAFFIC MANAGEMENT PLAN

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

SANITATION, WASTE & UTILITY PLAN

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

STAFFING PLAN

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

EMERGENCY AND SAFETY PLAN

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

EVENT MARKETING PLAN

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

NOTIFICATION PLAN

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

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

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

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

CUSTOMER SIGNATURE: _____

DATE: _____

[Handwritten Signature]
~~10-02-21~~ 10.04.23

REVIEWED BY OVPARKS REPRESENTATIVE: _____

DATE: _____

11-8-23

Submit

STAFF REPORT



DATE: 11/16/23

TO: Board of Directors

FROM: Barry Ross, District Administrator

SUBJECT: APPROVAL TO PROPERLY DISPOSE OF THREE DECOMMISSIONED VEHICLES FROM THE DISTRICT'S PARK MAINTENANCE FLEET

RECOMMENDATION

Approve to properly dispose of three decommissioned vehicles from the District's park maintenance fleet.

BACKGROUND

The District has decommissioned two pickup trucks and one mower from the park maintenance fleet within the past two years. Those vehicles are:

| | TYPE | MAKE/MODEL | YEAR | FUEL | PLATE # | VIN |
|---|-------|-------------|------|--------|---------|---------------------|
| 1 | Truck | Ford Ranger | 1997 | Gas | 1301930 | 1ftcr14x6vpb37958 |
| 2 | Truck | Ford F250 | 1997 | Gas | 1239487 | 1ftef2760ukd37158 |
| 3 | Mower | Toro ZD1211 | 2015 | Diesel | NA | S# 10066K3448-85063 |

The trucks have been replaced with the purchase of two newer used pickup trucks. By properly disposing of the three decommissioned vehicles, the District will create needed space at the shop while also clearing these vehicles from our vehicle schedule with our insurer. The vehicles will be properly disposed by having them towed to an auto salvage yard, or by another appropriate method.

RECOMMENDED MOTION

I move we approve staff to properly dispose of the three identified decommissioned vehicles from the District's park maintenance fleet.

STAFF REPORT



DATE: 11-16-23

TO: Board of Directors

FROM: Barry Ross, District Administrator

SUBJECT: Approve the lowest responsible and responsive bid that is within or below the District's budget range for the Community Center Reroofing Project.

RECOMMENDATION

Approve the lowest responsible and responsive bid that is within or below the District's budget range for the Community Center Reroofing project.

BACKGROUND

The Board of Directors approved the Community Center Reroofing project for the 2023-24 fiscal year budget with an estimated cost of \$330,000. The District began consulting with The Garland Company on weatherizing our buildings in 2022. The many leaks within the Community Center has been a significant concern for several years. The District has been working with The Garland Company through the Omnia pre-bid process to secure bids for this project. The pre-bid walk-through for the project was held on October 26 and it included representatives from five roofing contractors, two Garland Company representatives, and four District staff. Four roofing contractors submitted bids for the project. The lowest responsible and responsive bid was submitted by D7 Roofing Services in the amount of \$336,404. The other three bids exceeded this bid in cost by \$32,883 and \$121,758 and \$133,159. Though the construction won't begin until the spring of 2024, it is important to award the bid by mid-December so the supply costs can be locked in. Many of the roofing material costs are expected to increase by 10% in January.

RECOMMENDED MOTION

I move that we approve the lowest responsible and responsive bid that is within or below the District's budget range for the project. The lowest responsible and responsive bid is from contractor D7 Roofing Services in the amount of \$336,404. We direct the District Administrator to finalize the agreement with this contractor with the objective of beginning construction in the spring of 2024.



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

**Orangevale Recreation and Park District
Community Center Roof
6826 Hazel Avenue
Orangevale, CA 95662**

**Date Submitted: 11/08/2023
Proposal #: 25-CA-231047
MICPA # PW1925
CA General Contractor #: 949380**

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work:

1. Provide all labor, equipment, and materials to install roof systems over the properly prepared substrate.
2. Includes removal and disposal of existing roofing system(s), gutters, downspouts, flashings,
3. Inspect roof deck perform any repairs as needed. All dry rot to be replaced with like kind materials.
4. Ensure deck is clear of all dirt, dust and debris.
5. Install R-Mer Seal underlayment.
6. Install new R-Mer Span roof as indicated by District.
7. Install new vents at all locations and incorporate into the roof system per manufacturers details.
8. Install new 24 gauge galvanized sheet metal skirt flashing at all HVAC and roof curbs.
9. Install new gutters. Gutters to be 22 gauge and kynar coated.
10. Raise HVAC units, and skylight curb heights to 8" minimum after roofing system is installed.
11. Remove and dispose of old equipment supports not in use.

| Attachment C: Bid Form - Line Item Pricing Breakdown | | | | | |
|---|--|-------------------|-----------------|-------------|-----------------------|
| Item # | Item Description | Unit Price | Quantity | Unit | Extended Price |
| 2.26 | Tear-off & Dispose of Debris: SYSTEM TYPE Metal Roofing System - Wood / Tectum Deck | \$ 3.31 | 8,000 | SF | \$ 26,480 |
| 14.01.02 | METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): INSULATION OPTIONS FOR ARCHITECTURAL STANDING SEAM ROOF INSTALLATION OVER SUBSTRATE: INSULATION OPTION: Architectural Application - No Insulation - WOOD DECK: Class A Fire-Retardant Underlayment | \$ 5.27 | 8,000 | SF | \$ 42,160 |
| 14.02.06 | METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": THICKNESS OPTION: Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga, 18" - 19" Wide Panels | \$ 7.22 | 8,000 | SF | \$ 57,760 |
| 14.02.11 | METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": COLOR OPTION: Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal | \$ 1.39 | 8,000 | SF | \$ 11,120 |
| 14.02.29 | METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": PANEL INSTALLATION OPTION: Architectural Application - Installed Over a Deck At or Above 3:12 Slope | \$ 9.28 | 8,000 | SF | \$ 74,240 |
| Sub Total Prior to Multipliers | | | | | \$ 211,760 |
| 22.03 | MULTIPLIER - MULTIPLE MATERIAL STAGINGS Multiplier is applied when labor production is effected by the time it takes to stage a roof multiple times. Situations include, but are not limited to staging materials to perform work on multiple roof levels, planned shutdowns and restarts, portion of the job is over sensitive work areas requiring staging from more than one point, etc. | 25 | 211,760.00 | % | \$ 52,940 |

| | | | | | |
|--------------------------------|--|----|------------|---|-------------------|
| 22.08 | MULTIPLIER - ROOF HEIGHT IS GREATER THAN 20 FT, BUT LESS THAN OR EQUAL TO 50 FT STORIES Multiplier is applied when labor production is effected by the roof height. This multiplier applies to roof heights that exceed an estimated 2 stories, but are less than or equal to an estimated 5 stories. Additional roof height can require increased safety requirements, larger lift equipment, tie-offs, etc. | 25 | 211,760.00 | % | \$ 52,940 |
| 22.13 | MULTIPLIER - ROOF HAS GREATER THAN 4/12 SLOPE Multiplier is applied when Roof Area has a Greater than 4/12 Slope, Steeper slope reduces overall labor production and requires additional safety precautions. | 25 | 211,760.00 | % | \$ 52,940 |
| 22.20 | MULTIPLIER - ROOF SIZE IS GREATER THAN 5,000 SF, BUT LESS THAN 10,000 SF Multiplier is applied when Roof Size is greater than 5,000 SF, but less than 10,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a smaller roof area resulting in fixed costs being a larger portion of the overall job costs | 20 | 211,760.00 | % | \$ 42,352 |
| Total After Multipliers | | | | | \$ 412,932 |

Base Bid Total Maximum Price of Line Items under the MICPA: \$ 412,932
Proposal Price Based Upon Market Experience: \$ 336,404

Garland/DBS Price Based Upon Local Market Competition:

| | |
|---------------------------------|-------------------|
| D7 Roofing Services | \$ 336,404 |
| Rua & Son Mechanical | \$ 369,287 |
| Madsen Roofing & Water Proofing | \$ 458,162 |
| Waterproofing Associates | \$ 469,563 |

D7 - Unforeseen Site Conditions:

| | | |
|------------------------------------|----------|-------------|
| Wood Blocking (Nailer) Replacement | \$ 11.40 | per Sq. Ft. |
| Decking Repair | \$ 6.84 | per Sq. Ft. |

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation. **This proposal price can only be held until December 29, 2023. A Purchase Order or Fully Executed Contract must be in place by December 29, 2023 to hold pricing and all materials must be shipped prior to March 29, 2024.**

Clarifications/Exclusions:

1. Permits are excluded. If permits are required this will be addressed via change order.
2. Plumbing, Mechanical, Electrical work is excluded.
3. Masonry work is excluded.
4. Interior Temporary protection is excluded.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

John Petersen

John Petersen
Garland/DBS, Inc.
216-302-3777

STAFF REPORT



DATE: 011-16-23

TO: Board of Directors

FROM: Barry Ross, District Administrator

SUBJECT: APPROVE THE SUBMITTED QUOTE FROM EXCLUSIVE EXTERIORS FOR REMOVING DAMAGED SECTIONS OF CONCRETE AND REPLACING WITH NEW CONCRETE AT THE BLEACHER AREA OF THE YOUTH CENTER PARK BALLFIELD AT A TOTAL COST OF \$21,563.

RECOMMENDATION

Approve the submitted quote from Exclusive Exteriors for removing damaged sections of concrete and replacing with new concrete at the bleacher area of the Youth Center Park ballfield at a total cost of \$21,563.

BACKGROUND

The Board of Directors approved the Youth Center Park concrete replacement project at the ballfield bleachers for the 2023-24 fiscal year budget with an estimated cost of \$50,000. The existing concrete has significant cracking and separation that has caused uneven surfaces. This project will improve safety and accessibility.

The quote from Exclusive Exteriors includes removing approximately 1,500 sf of existing concrete and replacing it with approximately 1,010 sf of new concrete. They would then save two existing established trees by replacing the 490 sf of concrete around their base with decomposed granite.

Exclusive Exteriors has completed several concrete projects for the District in recent years, all to our satisfaction. Exclusive Exteriors provided the lowest responsive qualified bid 18 months ago for similar concrete work. Being that this job is well below \$60,000 it qualifies as an informal bid project, and we recommend the District continue contracting with Exclusive Exteriors for this concrete project.

MOTION TO CONSIDER

I move we approve the quote from Exclusive Exteriors for removing damaged sections of concrete and replacing with new concrete at the bleacher area of the Youth Center Park ballfield at a total cost of \$21,563, and direct the District Administrator to finalize and execute the agreement with this contractor.

Exclusive Exteriors

8830 Eula Way
Orangevale, CA 95662

(916) 806-8426

November 6, 2023

Barry Ross
ORPD
6826 Hazel Ave.
Orangevale, Ca

re: ORPD Youth Center concrete replacement bid

-demolition and disposal of approximately 1500 sq ft of existing concrete immediately under and around three sets of bleachers

-installation of 6 sack concrete mix with 3/8" rebar on 24" centers to replace above concrete: west bleacher pad 18' x 20', center bleacher pad 16' x 25' and SE bleacher pad 15 3/4' x 15 3/4'

-installation of 7 yards of compacted Granite fines with a surface binder immediately around two existing trees, between each set of bleachers

\$21,563.00

-Thank you,
Rory Merrill
Lic# 667484
916-806-8426 cell

STAFF REPORT



DATE: 011-16-23

TO: Board of Directors

FROM: Barry Ross, District Administrator

SUBJECT: APPROVE THE SUBMITTED QUOTE FROM JUST PERFECT FLOORS FOR REMOVING EXISTING FLOORING WITHIN THE POOL BUILDING RESTROOMS/CHANGING ROOMS, LOBBY, AND GUARD ROOM/OFFICE IN ADDITION TO THE COMMUNITY CENTER KITCHEN, AND REPLACE ALL WITH NEW ANTI-SLIP EPOXY FLOORING AT A TOTAL COST OF \$16,252.89.

RECOMMENDATION

Approve the submitted quote from Just Perfect Floors for removing existing flooring within the pool building restrooms/changing rooms, lobby, and guard room/office in addition to the Community Center kitchen, and replace all with new anti-slip epoxy flooring at a total cost of \$16,252.89.

BACKGROUND

The Board of Directors approved the New Flooring at Pool Building project for the 2023-24 fiscal year budget with an estimated cost of \$15,000. The existing vinyl sheet flooring in the pool building restrooms/changing rooms is 26 years old and has lost much of its texture, making it somewhat slippery in areas. The concrete floors in the pool building lobby and guard room are also in need of new anti-slip surfacing.

The District met with The Garland Company on June 28, 2023 to inspect the pool building floors and to provide the District with a cost estimate for an epoxy product. Their estimate was \$70,000 for the pool building, plus an additional \$15,000 for the Community Center kitchen floor. The Board of Directors requested that staff continue their search for a contractor within our budget range.

On October 19, District staff met with Just Perfect Floors at the pool building and Community Center kitchen to inspect the floors. On November 1, they provided the District with two quotes; one that includes the pool building floors only, and one that also includes the Community Center kitchen floor. The first quote is in the amount of \$15,162.89 and the second quote is in the amount of \$16,252.89.

MOTION TO CONSIDER

I move we approve the submitted quote from Just Perfect Floors for removing existing flooring within the pool building restrooms/changing rooms, lobby, and guard room/office in addition to the Community Center kitchen, and replace all with new anti-slip epoxy flooring at a total cost of \$16,252.89, and direct the District Administrator to finalize and execute the agreement with this contractor.



| | |
|----------|-------------|
| ESTIMATE | #407-2 |
| TOTAL | \$15,162.89 |

Just Perfect Floors

Just perfect floors, LLC

6826 Hazel Avenue
Orangevale, CA 95662

(916) 203-9728
Barry@ovparks.com

CONTACT US
7182 Canelo Hills Dr
Citrus Heights, CA 95610

(916) 821-6997
justperfectfloors@gmail.com

ESTIMATE

| Services | amount |
|--|------------|
| Labor - Epoxy Install & Floor Prep: Grinding Floor Down to Fresh Reveal & Self Level in Low Spots. Install Includes Prime Coat, Base Coat, Polyspartic Top Coat with Safari Tan Flake, 70% Broadcast. 10lbs Anti Slip Additive Install Areas: Bathroom/Locker Rooms 1&2, Lobby/Break room | \$9,740.00 |
| Labor - Vinyl Removal & Disposal Areas Included: Bathroom/Locker Room 1&2, Lobby/Break Room | \$1,290.00 |
| Labor - Rubber Black Baseboard Install Areas Included: Bathroom/ Locker Room 1&2, Lobby/ Break Room | \$705.00 |

Services subtotal: \$11,735.00

| Materials | amount |
|--|------------|
| RF-SR-2G-40 ResinForce : Slip-Resist-40 Mesh 10 lbs- Chemical Resistant Anti-Slip Additive Flake shield MVB Epoxy Primer 3 Gallon Kit- Beige EasyPoly SC Low Odor Polyaspartic 48H 2 Gal Kit Clear Safari Flake- 1/4 Epoxy Broadcast Chips 40 lbs Box EasyMend Spall and Crack Rapid patch Repair - 2 Gal Kit | \$3,377.89 |
| Black Rubber Baseboard | \$300.00 |

Materials subtotal: \$3,677.89

| | |
|--------------------------------|--------------------|
| Subtotal | \$15,412.89 |
| Fall Epoxy Install Discount | - \$250.00 |
| Total | \$15,162.89 |

Thank you for your business!!! We appreciate you!!!



| | |
|----------|-------------|
| ESTIMATE | #407-1 |
| TOTAL | \$16,252.89 |

Just Perfect Floors

Just perfect floors, LLC

6826 Hazel Avenue
Orangevale, CA 95662

☎ (916) 203-9728
✉ Barry@ovparks.com

CONTACT US
7182 Canelo Hills Dr
Citrus Heights, CA 95610

☎ (916) 821-6997
✉ justperfectfloors@gmail.com

ESTIMATE

| Services | amount |
|---|-------------|
| Labor - Epoxy Install & Floor Prep: Grinding Floor Down to Fresh Reveal & Self Level in Low Spots. Install Includes Prime Coat, Base Coat, Polyspartic Top Coat with Safari Tan Flake, 70% Broadcast. 10lbs Anti Slip Additive Install Areas: Bathroom/Locker Rooms 1&2, Lobby/Break room, & kitchen | \$10,500.00 |
| Labor - Vinyl Removal & Disposal Areas Included: Bathroom/Locker Room 1&2, Lobby/Break Room, & kitchen | \$1,500.00 |
| Labor - Rubber Black Baseboard Install Areas Included: Bathroom/ Locker Room 1&2, Lobby/ Break Room, & Kitchen | \$825.00 |
| Services subtotal: \$12,825.00 | |

| Materials | amount |
|---|------------|
| RF-SR-2G-40 ResinForce : Slip-Resist-40 Mesh 10 lbs- Chemical Resistant Anti-Slip Additive Flake shield MVB Epoxy Primer 3 Gallon Kit- Beige EasyPoly SC Low Odor Polyaspartic 48H 2 Gal Kit Clear Safari Flake- 1/4 Epoxy Broadcast Chips 40 lbs Box EasyMend Spall and Crack Rapid patch Repair - 2 Gal Kit | \$3,377.89 |
| Black Rubber Baseboard | \$300.00 |
| Materials subtotal: \$3,677.89 | |

| | |
|--------------------------------|--------------------|
| Subtotal | \$16,502.89 |
| Fall Epoxy Install Discount | - \$250.00 |
| Total | \$16,252.89 |

Thank you for your business!!! We appreciate you!!!

Tentative Timeline for Pool Renovation

Rev. 11-9-23

| DATE | TASK | Responsible Party | Status |
|---|---|-------------------|-------------|
| January '22 | Determine which Code Issues and Maintenance Issues are to be addressed | OVparks & ADG | Complete |
| May '22 | Contact County Health Dept. to notify them that this project is on the horizon and will be time sensitive | OVparks | Complete |
| Early June '22 July/Aug '22 Early Sept '22 | Complete the 90% Schematic Design Phase | ADG | Complete |
| June '22 Aug '22; Sept '22 Oct '22 | Review and approve Schematic Design | OVparks | Complete |
| Early Aug. '22 Sept. '22; Oct '22 | Construction Documents are ready | ADG | Complete |
| Early Aug. '22 Sept. '22; Oct '22 Nov '22 | Construction Documents are sent to the County Environmental Health Dept. | ADG and OVparks | Completed |
| Aug-Oct '22 | County Health Dept. approval | County | |
| Sept-Oct '22 | 1. Drain Cover approval | | 1. Complete |
| Oct-Nov '22 Dec '22; Jan '23; Feb '23; Dec '23 | 2. Final County inspection and approval | | 2. |
| Apr-May '23 May-June '23 | Create Bid Packet Documents & Approved by Legal | OVparks | Complete |
| Sept-Oct '22 Oct-Nov '22 Nov-Dec '22 Dec '22-Jan '23 Feb-Mar-Apr '23 Apr-May '23 June '23 | Advertise and solicit bids | ADG | Complete |
| Oct-Nov '22 Nov-Dec '22 Jan-Feb '23 Mar-Apr-May '23 May-June '23 Aug '23 | Bid and Award Contract | OVparks and ADG | Complete |
| Nov/Dec '22 Dec. '22; Jan '23 Feb-Sept '23 Aug- Sept '23 | Construction Begins | ADG & Contractor | Complete |
| Spring '23 May '23-Feb '24 By March '24 | Construction Completed | OVparks | |

NOTES:

- Once construction begins, the project should be complete within 2.5 months. This could vary greatly depending upon weather, and the possibility of an undesirable discovery. A 2-4 month construction period is safe to assume.

Tentative Timeline for Driveway & Trail Projects at Community Center Park

Rev. 11-9-23

| DATE | TASK | Lead Party | Status |
|--|---|---|---|
| Sept '21 | Architect Drawings | MTW Group | Complete |
| April '22 | Topography Drawings from Engineer | Marty Gee, Engineer | Complete |
| June '22 | Geotechnical Study Report | Wallace Kuhl & Asoc. | Complete |
| Sept '22 | CEQA Study | County of Sac | Completed 10/3/22 |
| Sept '22; Oct '22; Nov '22 | Deed Restriction Application Docs | OVparks | Completed 11/22/22 |
| Sept '22 | Preliminary Construction Docs | MTW Group | Complete |
| Sept-Oct '22; Oct-Nov '22; Dec. '22; Jan. 9 '23 | Construction Documents | MTW Group | Complete |
| Oct '22; Oct-Nov '22; Dec. '22; Jan. 10 '23 | District Review of Construction Documents | OVparks and MTW Group | Complete |
| Nov-Dec '22 Dec '22-Jan '23 Feb-Mar '23; Mar-Apr '23 May-June '23 Aug-Sept '23; Oct '23 Nov '23 | Submit project to County for approval. Lengthy application process. | OVparks and MTW Group | Submitted 3/21. County returned 1 st review 5/3. Requires 2 nd submittal. County returned 2 nd review on 7/5. Requires 3 rd submittal, filed on 8/18. County verbally approved in late-Sept but we are now getting clarification for unexpected drainage fee. |
| Apr-May '23 May-June '23 July-August '23; Sept '23 | Create Bid Packet Documents & Approval from Legal | OVparks & Gordian | Working with Gordian's pre-bid process. Complete |
| Nov '22; Nov-Dec '22 Jan '23; Feb-Mar '23 Apr-May '23; June-July '23 August '23; Sept.-Nov '23 | Advertise and Solicit Bids | Gordian | Working with Gordian's pre-bid process. |
| Dec '22; Dec '22-Jan '23 Jan-Feb '23; Mar-Apr '23 Apr-June '23; May-Jun '23 June-July; July-Aug '23 Aug-Sept '23; Sept-Dec '23 | Bid and Award Contract | OVparks and Gordian | |
| Jan-Feb '23; Feb-Mar '23 Apr-May '23; May-Jun '23 Jun-Aug '23; Jul-Aug '23 Aug-Sept '23; Sep-Oct '23 Oct-Nov '23; March '24 | Construction Begins | Contractor, Gordian, OVparks, MTW Group | |
| Mar-Apr '23; Jun-July '23 July-Aug '23; July-Sept '23 Aug-Sept; Sept-Nov '23 Nov-Dec '23; May-July '24 | Project is complete | Contractor, Gordian, OVparks, MTW Group | |
| July-Dec '23; Aug-Dec '23; Nov-Dec '23; May-July '24 | Final Grant Documents are Submitted to the State | OVparks | |

NOTES:

- County permit process has taken 8 months and counting.
- Construction phase would ideally begin within 30 days of awarding contract but could vary greatly upon contractor availability and weather.
- Once construction begins, the project should be complete within two months. This could vary greatly depending upon weather, and the possibility of an undesirable discovery.
- MTW Group will provide updated cost projections during the Construction Document Phase.