

**ORANGEVALE RECREATION & PARK DISTRICT  
BOARD OF DIRECTORS MEETING  
SEPTEMBER 26, 2024**

**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 on August 15, 2024 (pg. 1-13)
- b. Approval of minutes of the Special Meeting on August 22, 2024 (pg. 14-15)
- c. Approval of minutes of the Special Meeting on August 30, 2024 (pg. 16-17)

**7. CORRESPONDENCE**

- a. Confidential envelope – Attorney billing for August 2024
- b. Orangevale View Advertisements/Article - August 9 & 23, Sept. 13 (pg. 18-21)
- c. Incident report submitted by Peter Phillips regarding soccer rental on August 31<sup>st</sup>. (pg. 22)
- d. CAPRI Election for Board of Directors “At Large” Positions (pg. 23-24)
- e. The National Recreation and Park Association (NRPA) has published the first two Equity in Practice Quick Guides in which the OVparks policies are featured. Admin. Herz served as the project team lead for both Guides (pg. 25-43)

**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 August 2024 (pg. 44-45)
- b. Budget Status Report for August 2024 (pg. 46-48)
- c. Revenue Report for August 2024 (pg. 49)

**8.2 OLLAD CONSENT MATTERS**

- a. Ratification of Claims for August 2024 (pg. 50-51)
- b. Budget Status Report for August 2024 (pg. 52-53)

**8.3 KENNETH GROVE CONSENT MATTERS**

- a. Ratification of Claims for August 2024 (pg. 54)
- b. Budget Status Report for August 2024 (pg. 55)

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

- a. Ratification of Claims for August 2024 (pg. 56)

**10. STANDING COMMITTEE REPORTS**

- a. Administration & Finance – No Report.
- b. Maintenance & Operation – No Report.
- c. Recreation Committee – Committee met on September 5, 2024 at the Community Center. See the meeting recap (pg. 57-58)
- d. Personnel & Policy – No Report.
- e. Government – No Report.
- f. Planning Committee – No Report.
- g. Trails Committee – No Report.
- h. Ad Hoc – No Report.

**11. ADMINISTRATOR’S REPORT**

- a. Monthly Activity Report – August 2024 (pg. 59-64)

**12. UNFINISHED BUSINESS**

- a. OCCP Parking Lot Project/Pathways & Trails Project Timeline and Update (verbal)
- b. OCCP HVAC Project Update (verbal)
- c. OCP Playground Update (verbal)
- d. Orange Vale Water Company Exploration of Locating Well Site at Orangevale Community Center Park (verbal)
- e. Agreement with SCI to complete five-year Park Development Fee Review & Resolution (verbal)

**13. NEW BUSINESS**

- a. Approval of the Agreement with Jennifer Classsen, with Clipped In For Life, to Rent Orangevale Community Park for a Sacramento Cyclocross Event on October 11-12, 2024 (pg 65-83)
- b. Approval of the Agreement with All Events Management Group and the Women Veterans Giving, Inc. to hold Orangevale Rural Roots Concert Special Event in Orangevale Community Park on May 10, 2025 (pg 84-98)
- c. Approval of the Agreement with All Events Management Group to hold Orangevale Summer Palooza Event in Orangevale Community Park on June 6-8, 2025 (pg. 99-114)
- d. Approval of Agreement for Services with Greg Foell (pg. 115-123)
- e. Request from Cole Evarts for Impact Fee Deferral for Affordable Housing Development in Orangevale (pg. 124-126)

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

**15. ITEMS FOR NEXT AGENDA**

- a. Discussion on Auxiliary Trails at Sundance Park.
- b. Discussion on Brown Act Training Date.

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](mailto:director@ovparks.com)

Sharon Brunberg

Manie Meraz

Lisa Montes

Arica Presinal

Mike Stickney

# ORANGEVALE RECREATION & PARK DISTRICT

## Minutes of Meeting of Board of Directors August 15, 2024

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on August 15, 2024, at the District Office. Director Stickney called the meeting to order at 6:31 p.m.

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

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was conducted.
4. **APPROVAL OF AGENDA** On a motion by Director Brunberg, seconded by Director Montes, the agenda was approved by a vote of 5-0-0 with Directors Stickney, Presinal, Brunberg, Meraz, and Montes voting Aye. There were no Nays or Abstentions.  
**MOTION #1**
5. **PUBLIC DISCUSSION** No one wished to address the Board during public discussion.
6. **MINUTES**
  - a) Approval of Minutes of the Regular Meeting on July 18, 2024 (pg. 1-9): On a motion by Director Brunberg seconded by Director Montes, the Regular Meeting minutes were approved by a vote of 4-0-1 with Directors Stickney, Meraz, Brunberg, and Presinal voting Aye. There were no Nays. Director Montes abstained.
  - b) Approval of Minutes of the Special Meeting on August 1, 2024 (pg. 10-12): On a motion by Director Montes, seconded by Director Presinal, the Special Meeting minutes were approved by a vote of 4-0-1 with Directors Stickney, Meraz,, and Presinal voting Aye. There were no Nays. Director Brunberg abstained.  
**MOTION #3**
7. **CORRESPONDENCE**
  - a) Confidential envelope – Attorney billing for June-July 2024  
On a motion by Director Brunberg, seconded by Director Presinal, the Confidential envelope – Attorney billing for June-July 2024, was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, and Presinal voting Aye. There were no Nays or Abstentions.  
**MOTION #4**

- b) Orangevale View Advertisements/Article July 12 & 26 (pg. 13-14): Admin Herz shared the OVparks advertisements and an article spotlighting the Aquatic Staff participation in the NCAMA Water Polo Tournament recently published in the Orangevale View.
- c) Public Hearing Notices in Sacramento Bee and Orangevale View (pg. 15): The OVparks Final Budget notice was published in the Sacramento Bee syndicated newspaper, as required, as well as locally in the Orangevale View.
- d) Email received - “Horse Arena Maintenance – Arena DRAG” (pg. 16): Admin Herz received a request to consider acquiring a piece of drag equipment to improve the horse arena maintenance provided to the community. Through coordination with the community member who sent the email and the Parks Superintendent, the piece of equipment was implemented into the budget. The new equipment would substitute the current rototiller utilized to drag the arena and would also be suitable for use in prepping the ball fields. Years ago OVparks used tractor discs to turn the dirt over. Director Brunberg suggested Park Supt. Oropeza contact the Twin Lakes Riding Club to confirm the correct arena equipment is acquired.

**8. CONSENT CALENDAR**

**MOTION #5**

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

**8.1. CONSENT MATTERS GENERAL FUND**

- a) Ratification of Claims for Period 13 2024 (pg 17)
- b) Budget Status Report for Period 13 2024 (pg 18-20)
- c) Revenue Report for Period 13 2024 (pg 21)
- d) Ratification of Claims for July 2024 (pg. 22-23)
- e) Budget Status Report for July 2024 (pg. 24-26)
- f) Revenue Report for July 2024 (pg. 27)

**8.2. OLLAD CONSENT MATTERS**

- a) Ratification of Claims for Period 13 2024 (pg 28)
- b) Budget Status Report for Period 13 2024 (pg 29-30)
- c) Ratification of Claims for July 2024 (pg. 31-32)
- d) Budget Status Report for July 2024 (pg. 33-34)

**8.3. KENNETH GROVE CONSENT MATTERS**

- a) Budget Status Report for Period 13 2024 (pg. 35)
- b) Ratification of Claims for July 2024 (pg 36)
- c) Budget Status Report for July 2024 (pg 37)

**9. PUBLIC HEARING (ATTACHMENT A)**

- b) Public Hearing: Approval of Resolution 24-08-729, Resolution Adopting the Orangevale Recreation & Park District General Fund Final Budget for Fiscal Year 2024/25: Admin Herz will include page numbers in the documents in the future.

Director Stickney opened the Public Hearing for Resolution 24-08-729, Resolution Adopting the Orangevale Recreation & Park District General Fund Final Budget for Fiscal Year 2024/25 at 6:45pm.

No public input was provided. Director Stickney closed the Public Hearing.

Admin Herz provided the staff report. All three budgets presented had more funds moving forward into the next year in the fund balances than anticipated. Some of that residual funding was allocated to different fund expenditures and some of the funding provided a higher fund balance for the 2024/25 budget. The additional funds are attributed to staff's great job underspending and being cost conscious. Additional funds have been allocated for Activity Guide printing to allow the District to resume printing and distribution of the Activity Guide to the Orangevale community. Directors Stickney and Brunberg, who were unaware of the printing cost increase and distribution change, advised Admin Herz that Activity Guide printing adjustments must be discussed and approved by the Finance Committee in the future. The budget allocation for the 2024/25 Fiscal Year will allow for the increase in Activity Guide printing costs as well as costs associated with a Measure L informational mailer. The mailer may be provided by the Measure L Committee, however, the District may want to provide if the Committee does not opt to send one. Supervisor Woodford advised that this year OVparks has mailed postcard mailers, advising residents that a new Activity Guide is available on the OVparks website or for pick up at the District Office, to Orangevale residents in lieu of mailing printed Activity Guides. Many community members indicated they were unaware OVparks had an Activity Guide available. The majority of residents who came to the District Office obtained a printed copy of the Activity Guide. Registration in many of the programs offered was reduced significantly which is attributed to lack of communication and need to improve marketing within the community. In order to resume mailing the Activity Guide to Orangevale residents, a lower quality paper along with reduction of pages will be utilized to provide the information. Admin Herz advised that excess funds from other areas were repositioned to cover the increased cost of printing the Activity Guides moving forward. Director Montes voiced concern over reducing funds allocated when inflation is occurring. Admin Herz emphasized that the funds were moved to areas where extra funding was likely necessary to create a more transparent budget. If the funds budgeted for the costs associated with printing and mailing were reduced, we would risk not having funds available to assist with or

produce a Measure L informational mailer. John Isom with Isom Advisors has suggested the District be involved in providing the Measure L informational mailer. Last year's budget of \$26,000 in this category had a remaining fund balance of \$9,000 due to the reduction in printing and discontinuation of Activity Guides mailed to residents. In addition, fees have increased at the United States Postal Service.

Admin Herz explained in the transition from the previous phone system to the new system the systems overlapped to prevent loss of phone and internet connection availability. The new contract is at a lower cost than the previous system.

OVparks has received and deposited the Sacramento County Covid 19 residual funds indicated in the Miscellaneous and Other Revenues category.

The State Aid category is listed for the Driveway Project under Proposition 68 Grant Funding. OVparks anticipates completion of the project in October and will likely receive the Proposition 68 grant funds this year.

The Contingency Appropriations category allows the Board of Directors to approve movement of the funds to another area in an emergency situation. Admin Herz is not anticipating using these funds.

Registration Services and Elections category funds were reduced with two items on the ballot, the bond and BOD elections, has a lower cost. Director Stickney advised that the three seats up for election will run uncontested.

Recreational Services fund balance increased by \$10,000. This allows OVparks to provide more contract classes which were trending high. Admin Services Supervisor Melyssa Woodford has done an excellent job with these and wants to enable continuation.

Medical Supplies category will supply AEDs to place within the facilities.

Salary and Wages: Admin Herz has not budgeted for Prop 32 to increase minimum wage. If it passes, it may be implemented in January, and the contingency fund may need to be used. The new Recreation Coordinator is in the onboarding process. If completed in time for the September BOD meeting, she will attend to be introduced to the Board. Jason Bain has been promoted to the Recreation Supervisor II position effective July 1, 2024 and

reflected in the 2024/25 budget. A full scope Recreation report on Kidz Korner, to include the past three years and what is planned is for the future, will be provided at the November BOD meeting.

Admin Herz advised that the final payment for Pecan Avenue property, otherwise known as the Shackleton Woods property, was made in 2021. Previous District Administrator Barry Ross had kept it in the budget. Admin Herz to inquire at Sacramento County if this should be removed for future years and clarify how long a zeroed-out balance needs to remain on the budget after the final payment has been made.

**MOTION #6**

On a motion by Director Brunberg, seconded by Director Meraz, the Resolution 24-08-729, Resolution Adopting the Orangevale Recreation & Park District General Fund Final Budget for Fiscal Year 2024/25, 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.

c) Public Hearing: Approval of Resolution 24-08-730, Resolution Adopting the Orangevale Landscaping and Lighting Assessment District Final Budget for Fiscal Year 2024/25:

Director Stickney opened the Public Hearing for Resolution 24-08-730, Resolution Adopting the Orangevale Landscaping and Lighting Assessment District Final Budget for Fiscal Year 2024/25.

No public input was provided. Director Stickney closed the Public Hearing.

Admin Herz advised of the Capital Budget changes made to the Preliminary Budget. The Trails Project has been split into two phases as OVparks had opted not to do the Add Alt for the extended trail but have retained some funding to assist if a partnership can be acquired to complete this phase.

The remainder of the Community Center roof replacement project completion was included in the 2024/25 budget as the billing was received in the 2023/24 fiscal year but was paid in this fiscal year.

The HVAC Project was slightly increased in the OLLAD budget to accommodate additional thermostats. The Horse Arena groomer was added to the OLLAD Budget as discussed earlier in this Board Meeting.



Costs for San Juan Water and chemicals have gone up. Supt. Oropeza emphasized that during the past almost three years the District realized a savings of a minimum of a quarter of this portion of the budget due to the pool renovation while no chemicals were being used. A pallet of 24 buckets of the Chlorine Tablets currently costs in excess of \$6,100. This is an approximate a 10% increase per year that has been realized.

Admin Herz addressed concerns that a contingency is not in place for the OLLAD budget which traditionally has not been in place. In general, it is best to spend on the funds in the OLLAD Budget, however, the most spending flexibility is within the General Fund. Use of contingency funds require approval from Board of Directors. Reserve funds, as deep savings, are also indicated in the budget which requires a few additional steps with the Sacramento County to obtain these funds.

**MOTION #7**

On a motion by Director Brunberg, seconded by Director Stickney, the Resolution 24-08-730, Resolution Adopting the Orangevale Landscaping and Lighting Assessment District Final Budget for Fiscal Year 2024/25, 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.

- d) Public Hearing: Approval of Resolution 24-08-731, Resolution Adopting the Kenneth Grove Landscaping and Lighting Assessment District Final Budget for Fiscal Year 2024/25

Director Stickney opened the Public Hearing for Resolution 24-08-731, Resolution Adopting the Kenneth Grove Landscaping and Lighting Assessment District Final Budget for Fiscal Year 2024/25

The Orangevale community member who submitted the email in support of acquiring new drag equipment for the horse arena spoke to the board regarding this issue. She did not comment during the OLLAD Budget discussion, however, she requested to speak on the subject. The Board advised her that this equipment has been approved and will take approximately ninety days to allow time to select the correct equipment. The community member has provided the contact information and referrals for the Loomis Park and the Sacramento Horseman's Association to Supt. Oropeza to assist in choosing the equipment which will be purchased in the 2024/25 fiscal year. The community member emphasized that this will be a significant improvement for the Horse Arena.

Director Stickney closed the Public Hearing.

Admin Herz advised the Board of an increase in the Agriculture Services area of this budget to allow for the removal of a tree causing issues with the area. This will also prepare for the Landscape Sculpture project anticipated for 2025. Once this occurs, landscaping can be rejuvenated. Director Stickney mentioned that the land owner area south of the Kenneth Grove property has planted some vegetation that should be researched as a potential option to plant at Kenneth Grove.

**MOTION #8**

On a motion by Director Brunberg, seconded by Director Stickney, the Resolution 24-08-731, Resolution Adopting the Kenneth Grove Landscaping and Lighting Assessment District Final Budget for Fiscal Year 2024/25, 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.

- e) Approval of Resolution 24-08-732, Resolution Approving the Revision of the District's Reserve Designations in Accordance with GASB 54

Director Stickney opened the Public Hearing for Resolution 24-08-732, Resolution Approving the Revision of the District's Reserve Designations in Accordance with GASB 54

No public input was provided. Director Stickney closed the Public Hearing.

Admin Herz advised that the reserve fund, which is not being increased for the 2024/25 fiscal year budget, provides backup funds for emergency needs. The Board directed Admin Herz to place this topic on the BOD agenda when discussed in a Finance Committee Meeting. The fund balance is the rotating checking account that is accessible year to year which is not located in the reserve.

**MOTION #9**

On a motion by Director Brunberg, seconded by Director Meraz, the Resolution 24-08-732, Resolution Approving the Revision of the District's Reserve Designations in Accordance with GASB 54, 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.

**10. STANDING COMMITTEE REPORTS**

- a) Administration and Finance: No report.  
b) Maintenance and Operation: No report.

- c) Recreation Committee: No report. The committee will be emailed to schedule the next committee meeting for early September.
- d) Personnel & Policy: No report.
- e) Government: No report.
- f) Planning Committee: No report.
- g) Trails Committee: Trails Committee: No report.
- h) Ad Hoc: No report.

**11. ADMINISTRATOR'S REPORT**

- a) Monthly Activity Report – July 2024 (pg. 38-43):

Admin Herz shared that July is Parks and Recreation month which was celebrated at the Sacramento County Supervisor's Office with other District Administrators.

On July 18 Admin Herz, Superintendent Von Aesch, Superintendent Oropeza, Supervisor Bain, and Peter Larimer were joined by Board Chair Mike Stickney as they lead the RFP bid openings for the OCCP Parking Lot Connection Project and the OCCP Pathways & Trails Project.

On July 29 Admin Herz and Superintendent Oropeza met with Kirk Andre from CAPRI for the Cycle XIX District Visit, which included a review of risk and safety practices as well as park visits. Several ADA requirements have been updated on the OVparks website.

On July 10 Admin Herz and Admin Services Supervisor Woodford conducted the final community outreach event regarding the Orangevale Community Park small playground retrofit. They requested feedback from the community at the park for the playground design selection. Admin Herz emailed the parent that had initially reached out regarding the small playground, however, the parent did not reply to the email. The design that was approved by the Board includes the input from the final outreach event. Admin Herz inquired if the Board would prefer her to include activities up to the week prior to the Board Meeting. The Board indicated the Activity Report should remain a monthly report to coincide with the monthly revenue report.

FEC Police conducted additional patrols at Pecan Park this month due to vehicles staying in the parking lot for extended periods of time. Several warnings were issued for vehicles with expired registration.

The Junior Giants program, which is offered as a free program, recently wrapped up with 200 participants served. The Rec'ing Crew finished up the summer with a field trip to a River Cats Game.

Supervisor Woodford advised that approximately seventy seniors attended the Tropical Escape event. Two new community supporters participated in this year's event. A great time was had by all. Additional informational seminars have been offered.

Twenty-one people attended the recent Collette Travel Presentation on July 23<sup>rd</sup>. OVparks has seen an increase in Collette Travel enrollment over the past two years with an average of eight trips per year.

Supervisor Woodford has been informed regularly that OVparks has better attendance to our Collette Presentations than other locations. Admin Herz sent kudos to Supervisor Woodford for her special touches she provides which make a difference in the experience and comfort the traveler has with OVparks. Supervisor Woodford voiced appreciation to Admin Clerk Harling for her assistance with Collette travel at OVparks.

Park Supt. Oropeza advised that the Park Maintenance staff are busy fixing broken sprinklers and irrigation repairs throughout the parks. The new larger mower has broken some sprinklers if they are raised. The mower deck has manufacture set pneumatic wheels. Park Supt. Oropeza plans to inspect the wheels and make necessary adjustments to correct any current inconsistent mowing patterns. One of the two playground decks at Orangevale Community Park has been installed and the second deck installation will be completed soon. Directors Stickney advised that the men's restroom renovation at Pecan Park was well done. Director Montes mentioned that the fields at California Montessori Project need some attention and several softball teams are looking for available softball fields to rent. Supervisor Bain indicated that the field rentals for the season have already been allocated, however, he will follow up with the softball teams to determine any field availability. Director Stickney received some softball team base equipment from the coach of an area girls' softball team which he gave to Park Maintenance staff Nelson to utilize. In addition, he mentioned that pruning of the trees around the baseball field is necessary as well as repair of the bench. The OVparks section of the Arcade-Cripple Creek Trail has been doing well. Park Supt. Oropeza has been working with Sunrise Recreation & Park District to minimize the homeless encampment impact. The OVparks Park Maintenance staff conducts weekly cleanup of the pathway areas and treatment of weeds throughout the Sundance Park and Streng Avenue.

Recreation Supervisor Jason Bain advised that July projections have been met. The TigerSharks Swim Team won its fifth consecutive Championships. OVparks will be providing a Fall Swim Clinic until October. Enrollment for Kidz Korner is currently down. The Recreation staff are looking at marketing to improve communication with the community of this available option for preschoolers.

**12. UNFINISHED BUSINESS**

a) OCCP Parking Lot Project/Pathways & Trails Project Timeline and Update (verbal)

Admin Herz advised the contract for the OCCP Parking Lot and Pathways Project was signed today. They were scheduled to do initial staking of the area. Tentative completion date for the pathways is mid-September and the driveway at the end of September but could extend until the middle of October if necessary. The contractors have been very helpful and easy to work with so far. A Geo-tech inspection, which is anticipated expense, is needed for the compaction report. The company which had conducted the preliminary work has provided a contract for \$6,000 to provide the compaction inspection. The Board can either vote to approve contract today or Admin Herz can sign the contract and obtain ratification from the Board at the September BOD meeting. Either way the contract needs to be returned as soon as possible to coordinate the necessary compaction inspection prior to the next BOD meeting. Admin Herz received the contract yesterday. The BOD Meeting Agenda cannot be updated within seventy-two hours of today's Board Meeting, therefore, the contract was not included in the Board Packet.

**MOTION #10**

On a motion by Director Meraz, seconded by Director Stickney, the contract for projected \$6,010 with UES for Geotech Services, was approved by a vote of 3-0-2 with Directors Stickney, Brunberg, and Meraz, voting Aye. There were no Nays. Directors Montes and Presinal abstained.

b) OCCP HVAC Project Update (verbal)

The company conducted an onsite inspection on Wednesday, August 14<sup>th</sup>. Admin Herz advised that Sacramento County could require additional components, which is not included in the current contract, on the roof at Building 2. The HVAC company had not discussed this subject with Supt. Oropeza. The Board will be advised if this is confirmed as a requirement. The HVAC units have been approved to be ordered.

**13. NEW BUSINESS**

- a) Proposed Holiday Closure Schedule for the Community Center (pg. 44-45): Due to low customer traffic along with high levels of staff vacations, the District closes the Community Center for the holidays for about two weeks each year. This is also a time when extra building maintenance is addressed. The Proposed Holiday Closure Schedule is to close the Community Center and District Office to the public December 23<sup>rd</sup> through January 3<sup>rd</sup>. We would re-open the Community Center for business on Saturday, January 4, 2025.

**MOTION #11**

On a motion by Director Presinal, seconded by Director Brunberg, the Proposed Holiday Closure Schedule for the Community Center 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.

- b) Approve the Sacramento Tree Foundation’s Request to Responsibly Harvest Acorns (pg. 46-47): On August 3, Admin Herz received an email from the Sacramento Tree Foundation’s Education Programs Manager, Pamela Sanchez explaining this harvesting program and its purpose to support education and reforestation around Sacramento County. The acorns harvested will help increase the planting of native oaks for the future oak canopy at restoration sites throughout the Sacramento region.

**MOTION #12**

On a motion by Director Montes, seconded by Director Brunberg, the Sacramento Tree Foundation’s request to responsibly harvest acorns from native oaks in designated District parks, and direct the District Administrator to submit the permission request on behalf of the District, 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.

Project Updates (verbal):

- a) Orange Vale Water Company Proposed Well Project:

A meeting was held with the Orange Vale Water Company to discuss the potential to put a well at our site. A price estimate has been provided proposing a site at Orangevale Community Center Park with an exchange to create the well. OVparks would receive \$1500 per month credit on water statement for 100 years (Long term lease).

Park Supt. Oropeza advised that he has heard of contracts which include a share of some of the water with local well distribution to a particular area at a modified negotiated cost.

Admin Herz will contact Sunrise RPD to see what their reimbursement rate is for price comparison. She plans to meet with Orange Vale Water sometime between now and the September Board Meeting to obtain details on how their contracts are set up for their wells.

The Board stipulated that a COLA should be added, a price comparison with other entities with wells be conducted, and the footprint involved and amount of land needed be obtained. Admin Herz will also obtain clarification if the agreement would be transferable to the new buyer in the event they are bought out and when the project would be completed.

**14. DIRECTOR AND STAFF COMMENTS**

Admin Herz mentioned that Supt. Oropeza and Park Maintenance Worker II Lucas Lilly recently attended a playground and inspection certification program. Supt. Oropeza indicated that playground equipment must be compliant with the current standard regardless of the age of the equipment. A schedule is necessary to conduct bark upgrades as well as equipment inspections for cracks, chips, and decking.

Admin Herz, Supervisor Bain, and Supervisor Woodford attended the Municipal Management Association of Northern California Lean 101 School for an opportunity to learn how to streamline processing and how to evaluate systems. This will be beneficial as OVparks makes changes in the Recreation Department. Other agencies, not just park districts, attended this meeting. CPRS (California Parks and Recreation Society) District 2 Administration Section hosted a presentation about the Sacramento area becoming a National Parks city. It would be a collaboration of the efforts from the park districts, the county parks, history museums, and the art and culture scene, to create a vibe throughout the city and obtain a certification as a National Park city. Admin Herz to join the movement and provide further details as they become available in the future.

Supervisor Bain advised that the Fall Swim Clinic will run through the end of October.

Finance/HR Supt. Von Aesch advised the end of summer invoices will be received and processed. Accountant Larry Bain will be conducting the audit in October. Open enrollment for benefits will be held in October. Benefit information will be emailed to all full-time staff.

Parks Supt. Oropeza advised that the large oak tree at Pecan Park, by the dog park, will be removed by a tree removal company. Supt. Oropeza extended appreciation to the Park Maintenance staff for their efforts with upkeep throughout the parks. The schedule of the staff has been adjusted for an earlier start due to the heat. Director Stickney requested that irrigation not occur on Friday nights due to soccer use on the fields on Saturdays. Supt. Oropeza advised that a recent main line water break has been repaired.

Director Meraz has provided Admin Herz with two ads from arborists regarding wood chips and mulch available to deliver. She has forwarded the contact information to Supt. Oropeza. Director Meraz also noticed recent pushback and reluctance within the community to web-only program guides.

Director Stickney mentioned that the Pecan Park pickleball courts appear to be highly used. All of the parks, with the exception of Coleman field, look very good after the extended heat wave.

Director Montes advised that OVparks must continue to spend cautiously as financial good stewards. She inquired if the District

Administrator, as authorized to spend up to \$5,000 without Board approval, has an occurrence limit in place. There is no occurrence limit, but all expenditures are already allocated within the budget.

Director Presinal thanked the staff for their continued hard work.

**15. ITEMS FOR NEXT AGENDA**

- a) District Administrator Evaluation – Suggested Thursday, August 22  
Postponed until further notice.

Special Board of Directors Meeting – Closed Session at 6:30pm

Director Stickney advised of Special Board Meeting closed session meeting with OVparks attorneys for possible litigation at 6:30pm in accordance with anticipated litigation 54956.9 to be held on Thursday, August 22, 2024.

**16. ADJOURNMENT**

**MOTION #13**

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 8:11 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.

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Mike Stickney, Chairperson



# ORANGEVALE RECREATION & PARK DISTRICT

## Minutes of Special Meeting of Board of Directors August 22, 2024

A Special Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on August 22, 2024 at the District Office. Director Stickney called the meeting to order at 6:30 p.m.

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

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was not conducted.
  
4. **APPROVAL OF AGENDA** On a motion by Director Meraz, seconded by Director Stickney, 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.  
**MOTION #1**
  
5. **PUBLIC DISCUSSION** No one wished to address the Board during public discussion.
  
6. **CLOSED SESSION** a) Closed Session pursuant to Government Code Section 54957(b)(1) Status Report on Employee Grievances  
**MOTION #4** On a motion by Director Brunberg, seconded by Director Montes, the Board directs the OVparks Personnel Committee to interview independent investigator firms and costs and present findings to the Board for approval, was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Montes, and Presinal voting Aye. There were no Nays or Abstentions.
  
7. **RESUME PUBLIC SESSION & ANNOUNCE ACTIONS FROM CLOSED SESSION** a) Action was taken. The Board directs the OVparks Personnel Committee to recommend an independent investigator and cost back to the Board for approval. The OVparks attorney David McMurchie proposed that two, or preferably three, qualified investigation firms be interviewed if necessary, discuss it, and make a recommendation to the Board of which firm to retain.

**8. NEW BUSINESS**

- a) Approve the Engagement Letter for Five-Year Findings Report for the Orangevale Recreation & Park District Park Impact Fee Program with SCI Consulting Group. (pg. 1-4)

**MOTION #2**

On a motion by Director Stickney, seconded by Director Meraz, the Engagement Letter for Five-Year Findings Report for the Orangevale Recreation & Park District Park Impact Fee Program with SCI Consulting Group, was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Montes, and Presinal voting Aye. There were no Nays or Abstentions.

- b) Approve the purchase of a John Deere Z997R Diesel NA Tractor for a Total of \$25,378.13. (pg. 5-8)

**MOTION #3**

On a motion by Director Brunberg, seconded by Director Stickney, the purchase of a John Deere Z997R Diesel NA Tractor for a Total of \$25,378.13, was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Montes, and Presinal voting Aye. There were no Nays or Abstentions.

**9. DIRECTOR AND STAFF COMMENTS**

No comments were provided.

**10. ADJOURNMENT**

**MOTION #5**

With no further business to discuss, the special meeting of the Board of Directors was adjourned. 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.

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Mike Stickney, Chairperson

# ORANGEVALE RECREATION & PARK DISTRICT

## Minutes of Special Meeting of Board of Directors August 30, 2024

A Special Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on August 30, 2024 at the District Office. Director Stickney called the meeting to order at 6:05 p.m.

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

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was not conducted.
4. **APPROVAL OF AGENDA** On a motion by Director Brunberg, seconded by Director Stickney, 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.  
**MOTION #1**
5. **PUBLIC DISCUSSION** No one wished to address the Board during public discussion.
6. **CLOSED SESSION** a) **Closed Session pursuant to Government Code Section 54957(b)(1) Status Report on Employee Grievances**  
On a motion by Director Brunberg, seconded by Director Montes, the hiring of Levenfeld Winter LLP to conduct an independent investigation and have Director Stickney sign the contract, 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.  
**MOTION #2**
7. **RESUME PUBLIC SESSION & ANNOUNCE ACTIONS FROM CLOSED SESSION** a) Per legal counsel the District Administrator will be placed on paid administrative leave until the independent report has been provided.
8. **DIRECTOR AND STAFF COMMENTS** No comments were provided.

**9. ADJOURNMENT**

**MOTION #3**

With no further business to discuss, the special meeting of the Board of Directors was adjourned at 7:17 p.m. On a motion by Director Brunberg, seconded by Director Stickney, 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.

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Mike Stickney, Chairperson



## OVparks End of Summer Fun!

Be on the look out for our new Fall Activity Guide, coming soon!

**NAofA Flag Football Club**

Ages: 7-13 ~ W

9/4-10/9 5:15-6:45pm

**Medicare-Medi-Cal Workshop**

Ages: 60+ ~ Tu

9/10 1:30-3:30pm

**OVparks Fall Rummage Sale Coming up!**

**Saturday, September 21st**

**7:00am-1:00pm**

Vendors needed! Sign up before 8/30 for a discount!



(916) 988-4373 ~ [OVparks.com](http://OVparks.com)  
6826 Hazel Ave, Orangevale



Scan for our Fall Activity Guide!

**OVparks Activity Guide NOW AVAILABLE!**

# OVparks Fall Fun!

## OVparks Family Fright Night

Friday, October 11th  
Trunk or Treat at 5:30pm  
Movie starts at 7:00pm  
**FREE for everyone!**

**See you all there!**

### Basic

#### Horsemanship

F 10/4-10/25  
Fee: \$195/\$198 NR  
Ages: 8-15

#### Soccer

M 10/7-10/28  
Fee: \$91/\$94 NR  
Ages: 6-12

#### Middle School

#### Boys Basketball

Season starts late Oct.  
Fee: \$160  
Grades: 6th, 7th, 8th

#### Adventure Crew

10/4 Space Spectacular  
Fee: \$53/\$56 NR  
Ages: 5-12

#### Collette Travel Presentation

Tu 10/29  
Fee: Free!  
Ages: 18+

#### TeeBall Club

Sa 10/5-10/26  
Fee: \$65/\$68 NR  
Ages: 3-6

#### SoccerTots

M 10/7-10/28  
Fee: \$91/\$94 NR  
Ages: 2-5

#### Pickleball Clinic

Tu 10/8-10/29  
Fee: \$91/\$94 NR  
Ages: 6-13

#### Flag Football Club

W 10/16-11/20  
Fee: \$125/\$128 NR  
Ages: 7-13

#### Chen Tai-Chi Chaun

Tu/Th 10/1-10/29  
Fee: \$53/\$56 NR  
Ages: 17+

#### Zumbini

W 10/2-10/23  
Fee: \$43/\$46 NR  
Ages: 2 months-4 years



**Parks Make Life Better!®**

6826 Hazel Avenue, Orangevale CA 95662  
(916) 988-4373 • (916) 988-3496 FAX  
OVparks.com • facebook.com/OVparks

Scan QR code for the OVparks website!



# UPCOMING OVPARKS PROGRAMS

Be on the look out for our new Fall Activity Guide, Coming soon!

Come out to the OV Community Pool before it closes  
for the summer on August 10th!

Kids Night Out

F Ages: 5-12

8/16 6:00-9:00pm



Kids Cooking Series: Morning Glories

F Ages: 6+

8/16 4:00-6:00pm

Pickleball 101

Th Ages: 18+

8/22 & 8/29 6:00-7:00pm

Basic Life Support CPR & AED

Sa Ages: 16+

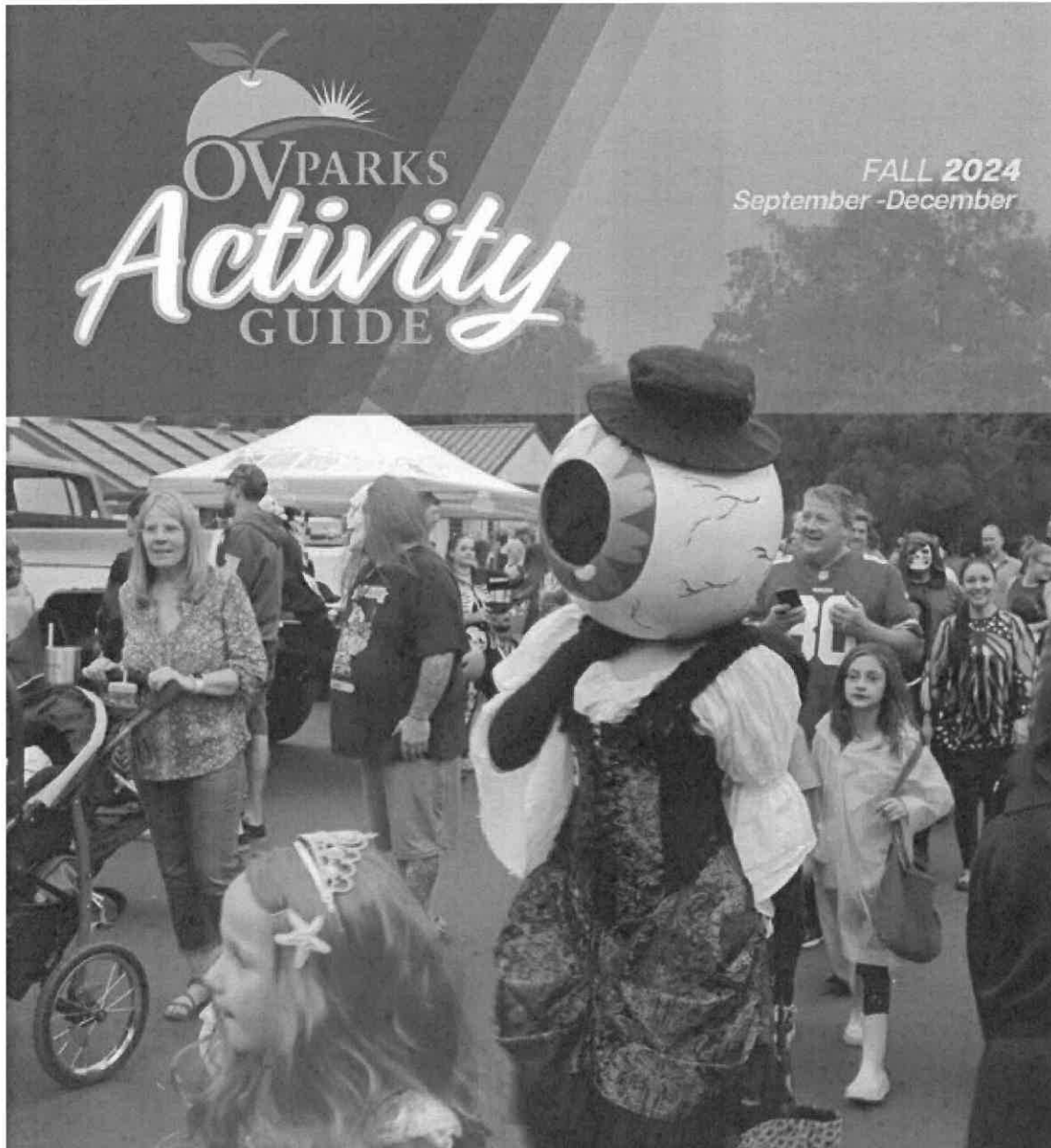
8/17 8:00am -12:30pm

(916) 988-4373 ~ [OVparks.com](http://OVparks.com)  
6826 Hazel Ave, Orangevale



OVparks Community Article:

**OVparks Fall Activity Guide is Now Available!!!** You can now sign up for all your upcoming fall classes and programs online at [ovparks.com](http://ovparks.com). We're excited to share with you all the exciting youth and adult programs available at Orangevale Recreation & Parks District, as well as announce our upcoming events! Don't miss out on our Fall Rummage Sale on 9/21, Family Fright Night (Trunk-or-Treat) on 10/11, Holiday Craft Fair on 11/15 & 11/16, the Orangevale Community Tree Lighting on 12/6, and the Polar Plunge on 1/1/25. Remember to look for your copy of the guide in the mail or you can come pick up one from our office, and we are excited for another amazing season together here in Orangevale!





## Incident Report from 8/30/2024

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From: Phillips, Peter (pephillips@ges-ais.com)

To: michaelstckny@aol.com; jason@ovparks.com

Cc: smiller@calnorth.org; lsvetich@calnorth.org; andyjeepin@yahoo.com

Date: Sunday, September 8, 2024 at 05:17 PM PDT

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Gentlemen:

On Saturday August 30, 2024, the Tournament Director/Event Administrator for the California Youth Soccer Association, District 6, 5v5 Labor Day Soccer Tournament was physically and verbally attacked by members of the Saturday morning Jazzercise Class that meets weekly in the Meeting Room.

An ORPD Facility Use Permit for the soccer field at the Community Center was issued for this event which includes use of the small parking lot at the Meeting and the outdoor ADA accessible restroom located at the Meeting room.

As advised by ORPD staff during the completion of a similar event held on Memorial Day weekend in May, the Tournament Director blocked access to the Meeting Room parking lot as it was to be used by the tournament as a food court and access for the public to the portable chemical toilets also located in the Meeting Room parking lot.

During completion of her administrative duties, the Tournament Director was approached by one of the Jazzercise class attendees demanding that the automobile blocking access to the Meeting Room parking lot be immediately removed so she could park for her class. The Tournament Director informed the Jazzercise class participant that a food truck was currently on its way to the tournament and that the subject parking lot would be used by the food truck therefor requiring that access to that space be limited to vehicles associated with the tournament.

At this point, the Jazzercise class participant maneuvered her vehicle around the tournament staff vehicle that was blocking the Meeting Room parking by traveling into the parking lot landscaping into a parkin space. When informed of this condition, the Tournament Director went into the Meeting Room, addressed the Jazzercise class asking that the car be removed from the to be told that no one from the class owned the vehicle. After leaving the Jazzercise class, the Tournament Director was given a description of the vehicle's owner by several tournament attendees.

The Tournament Director returned to the Jazzercise class, informing them of this new information. She was verbally attacked and shoved in the back by one of the Jazzercise class members. She then left the Meeting Room and returned to Tournament Headquarters. Eventually, when the food truck arrived, the Tournament staff's car that was blocking access to the Meeting Room parking lot was removed for access by the food truck.

On a related note, the outside ADA accessible rest room at the Meeting Room ran out of toilet paper during the day and eventually became unusable due to the accumulating pond of water on the bathroom floor around the floor drain that eventually flowed from the bathroom down to the Meeting Room parking lot. Please allow me to address the next ORPD Board of Director's to formally submit this Incident Report.

Peter J. Phillips | Manager/Orangevale Youth Soccer Club  
916-317-3244

[pephillips@ges-ais.com](mailto:pephillips@ges-ais.com)<mailto:pephillips@ges-ais.com>

[www.asrcindustrial.com](http://www.asrcindustrial.com)<<http://www.asrcindustrial.com/>>



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1075 Creekside Ridge Drive, Suite 240  
Roseville, CA 95678

Phone: (916) 722-5550  
Fax: (916) 722-5715  
Website: capri-jpa.org

September 4, 2024

TO: CAPRI Member Districts  
FROM: Matthew Duarte, Executive Director  
RE: 2024 CAPRI Board of Directors Election – Call for Nominations

Dear CAPRI Member:

Every even-numbered year, an election is held for select positions on the CAPRI Board of Directors. Of course, that means that 2024 is an election year. The Board of Directors is responsible for governance of CAPRI and its Workers' Compensation and General Liability and Property programs. This includes guidance and oversight over each self-insurance pool including risk control, claims handling, and investment management. Consistent with CAPRI's Bylaws, the CAPRI Board of Directors has called for this year's election to be held on November 1, 2024. The two seats up for election this year are "At Large" representing all of CAPRI's membership.

To be eligible to serve on the CAPRI Board of Directors, you must either be a management employee of a member agency or a Board Member for a member agency, unless appointed to one of two positions as selected by the CARPD Board. The CAPRI Board of Directors meets between 4-6 times per year depending upon the needs of the organization. While Board Members do not receive a stipend for their participation, travel expenses for Board of Directors meetings are reimbursed by CAPRI.

At this time, CAPRI is calling for nominations for the two seats on this year's ballot. All qualified and interested individuals willing to serve should send a *letter of interest* to CAPRI outlining their interest and qualifications for the CAPRI Board of Directors. The nomination and letter of interest must be received by October 4, 2024 to be considered for placement on the ballot. Please send your letter of interest to CAPRI through either of the following means:

Via Mail:  
CAPRI  
1075 Creekside Ridge Drive  
Suite 240  
Roseville, CA 95678

or

Via Email:  
[mduarte@capri-jpa.org](mailto:mduarte@capri-jpa.org)

At the close of the nomination period, the ballot will be finalized and sent out to the membership. The timeline for the 2024 election is as follows:

| <u>Action</u>                | <u>Date</u> |
|------------------------------|-------------|
| Notice/Call for Nominations  | 09/04/24    |
| Nominations must be received | 10/04/24    |
| Ballots mailed to Districts  | 10/07/24    |
| ELECTION (Ballot must be in) | 11/01/24    |

If you have any questions or comments on this or anything related to CAPRI, please do not hesitate to contact us at any time. Thank you!

Sincerely,



Matthew Duarte  
*Executive Director*



# NRPA Quick Guide: Event Naming

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## Introduction to Quick Guides

**As professionals entering into a DEI journey, the first barrier we often confront is: Where do I begin?**

Diversity, Equity and Inclusion (DEI) — and sometimes Justice — work is hard. It takes time, asks us to confront uncomfortable topics and requires change. To add to those challenges, we may be met by others who don't understand "why," prefer to stay in their comfort zone and resist change. Some of us have community and agency support, and some of us are still looking for allies.

Quick Guides are designed for all park and recreation professionals, but especially for those who may have limited support and are looking to make tangible, meaningful changes in their communities and places of work. We believe individuals can make profound, positive changes and these guides are available to give individual professions the benefits of the NRPA community. Quick Guides are tools to help you address specific areas where DEI principles can be incorporated into parks and recreation by providing background, research, considerations and examples.

Quick Guides consider that each agency, community and approach is unique. They provide ideas and paths to implementation on a variety of topics and have been created by a team of dedicated NRPA members from all over the country, who reached out to their extended networks to compile multiple perspectives and solutions. Each Quick Guide focuses on a specific area to provide a clear and comprehensive resource.

Back to the original question, the NRPA DEI Network adopted the Quick Guides project to give you an answer — You can start here! Our vision is that you will find a Quick Guide that speaks to you, one that falls within your area of influence, or one that addresses an inequity or barrier that exists in your community. Utilize that Quick Guide to, well, guide you through the process.

Thank you for all that you do and for deciding to start somewhere.



## **Purpose**

The Quick Guide on Inclusive Event and Program Naming is designed to broaden the reach of organizations within their communities by emphasizing — through practice — that everyone is welcome and has a space where they belong.

## **Why Are We Doing This Work?**

- To foster a fair and supportive environment
- To ensure everyone has equal opportunities and representation
- To enhance overall societal well-being by valuing differences and incorporating diverse perspectives

## **Background**

By developing this Quick Guide, we hope to encourage organizations across the nation to think about the hidden implications that can live within program and event names. This guide will also provide support as you take steps toward renaming existing events and developing new programs with inclusive language in mind.

## **Guide Development Process**

As part of NRPA's DEI Network, we distributed a survey to park and recreation professionals around the country asking them if and how they name programs and events to be more inclusive. We also held an optional focus group with respondents to better understand their answers and to learn more about how they apply inclusive practices in their departments. Our goal was to learn more about conversations, obstacles, barriers and successes they have been experiencing.

## **Strategies and Steps to Development**

Creating inclusive recreation program and event titles involves a thoughtful and intentional approach to ensure everyone — regardless of background, ability or identity — feels welcome and able to participate. Here are strategies and further steps to help develop program and event titles: *(steps listed on next page)*

## Strategies

- 1 Understand Your Community:**
  - Identify potential barriers to participation, assess the interests of different groups, and get community feedback.
- 2 Ensure Accessibility of Facilities:**
  - Ensure recreation facilities are accessible to individuals with disabilities. For example, make certain that you implement features, such as ramps, elevators and accessible restrooms.
  - Consider sensory-friendly spaces and accommodations for those with sensory sensitivities.
- 3 Inclusive Language and Marketing to Reflect Title Changes:**
  - Use inclusive language in all promotional materials, including brochures, websites and social media.
  - Feature diverse images and representations of participants in promotional materials.
- 4 Include Flexible Program Structures in Title and Description:**
  - Offer flexible schedules to accommodate various lifestyles and commitments.
  - Allow participants to join or leave programs at any time without feeling pressured. For example, offer Drop-In or Open House programs and events.
- 5 Collaborate With Community Organizations:**
  - Engage with local community organizations and advocacy groups to understand specific needs and ensure representation of all demographics.
  - Establish partnerships to co-host events or share resources.
- 6 Create Feedback Mechanisms:**
  - Establish feedback mechanisms to continually assess the inclusivity of your program titles and descriptions.
  - Encourage participants to share their experiences and provide suggestions for improvement.
- 7 Develop Inclusive Policies and Language Reinforcement:**
  - Create and enforce policies that promote inclusivity within programs, such as anti-discrimination and anti-bullying policies.
  - Communicate the commitment to inclusivity in program guidelines and descriptions.

By implementing these steps and strategies, park and recreation programs can foster a more inclusive and welcoming environment, allowing a diverse range of individuals to participate and enjoy the benefits of programs and events.



## Considerations for Naming

*When renaming existing events and programs or creating new ones, the following should carefully be considered carefully in regard to inclusive language:*

- 1 Parental identifiers (e.g., mother, father)**
  - Not all families have a mother and father. If possible, avoid using strict parental roles in program events, so as to not unintentionally exclude participants who don't fit the "traditional" family model.
- 2 Age classifications**
  - Unless age is a restriction for attendance, try to use other descriptors to name your programs and events.
- 3 Gendered terms**
  - Tying closely with parental identifiers, assigning a "gender" or "gender implication" onto a program limits participation for those who don't fit those roles or who are interested regardless of gender. Try to use broad terms that include everyone when choosing a name.
    - Example: Mother-Daughter Tea Party – Implies that all children have a mother figure and that only girls want to attend a tea party. By replacing "Mother-Daughter Tea Party" with "Royal Tea Party," the program is now open to all children and families, increasing the potential for participation from groups formerly not included.
  - Gendered terms are acceptable if there is a gender requirement, like in certain leagues.
    - Consider Non-Binary, Gender Non-Conforming and Trans folx who may want to participate in programs that use gendered requirements. Develop plans, policies, and statements in advance.
- 4 Religious terms/holidays**
  - Using religious holidays in event and program naming can exclude large groups of people from feeling welcome in the community.
    - Example: "Breakfast with Santa" implies a strong tie to Christmas. Families who don't celebrate Christmas or who don't believe in Santa might not feel welcome to attend this event. By changing the name to "Flannels and Flapjacks," the focus shifts to a winter-themed community breakfast. You can keep Santa around at the event for those who want to see him, but now, Santa is an optional part of the event, as opposed to the focus. This creates a more welcoming environment for those who don't celebrate a Santa-centered winter.
- 5 Family vs. family-friendly**
  - Using "family" in naming is an easy way to be inadvertently exclusive by attempting to be inclusive if your descriptions and intentions are not clear. "Family" can imply that only those with families (e.g., kids and parents) are welcome, not adults on their own. You can clear things up by using "Family Friendly," which sends the message that families are welcome, but they are not the only audience.
- 6 Adaptive-only vs. accommodation-friendly**
  - Some organizations have specific adaptive programming opportunities in addition to policies that allow for reasonable accommodations to standard programs. Be clear in your descriptions of standard programs and events if the adaptive community is welcome to participate.



When making decisions about renaming or creating new events and programs, it's beneficial to involve a diverse group of individuals who can provide input and perspectives from different backgrounds. Additionally, conducting sensitivity reviews or seeking feedback can help identify any unintentional biases in language choices.

Also, consider who, if anyone, in your organization needs to be a part of the naming or renaming process. An individual program might only need the approval of the programmer or program manager, but a large, long-standing community event might need input and support from organization leadership, such as a city council, city manager, mayor, department director or superintendent.

## **Our Definition of Inclusive Language**

Inclusive language is language that avoids expressions, terms, or phrases that could be interpreted as excluding or marginalizing certain groups of people based on characteristics, such as gender, race, ethnicity, sexual orientation, disability, religion or other factors.

Inclusive language aims to promote equality and respect for all individuals by using words and phrases that are considerate of diverse perspectives and identities. When inclusive language is used, programs and events naturally attract a larger, more diverse audience and become more accessible to community members. Inclusive naming is not meant to take away from the types of events and programs being offered or their content, and it certainly is not meant to exclude an already included group. Instead, it should be viewed as an opportunity to provide a sense of belonging to those who previously felt unwelcome.

## **Opportunities and Challenges**



### **Opportunities:**

- Consider bringing together representatives from a wide variety of backgrounds and organizations for an open discussion on what kind of program and event names best personify your community.
- Review any existing policies or guidelines your agency has for program and event naming and update them to reflect the new inclusion and sensitivity standards.
- Consider updating marketing materials and logos to reflect new name changes.
- Involve staff across your department or organization in providing feedback on prospective program and event names.
- Review program and event descriptions for inclusive language.





**Challenges:**

- **Community Pushback**
  - Prepare your staff to receive questions about or comments on the name changes.
  - Prepare positive statements or talking points about the benefits that updating existing program event names will have in the community.
- **Staff Training/Education**
  - Provide all staff with information about name changes so they can communicate confidently with patrons.
  - Ensure all staff are educated on the importance of using inclusive language in their positions.

## Talking Points



**When talking to patrons:**

- Approach the situation with respect and empathy for their point of view.
- Be open to a conversation about the change in event and program names or know which staff to call in for that conversation.
- Listen to the patron; people are naturally averse to change and sometimes just need a chance to talk about it.
- Explain the NRPA and industry standards for using inclusive language in all aspects of parks and recreation.
- Refer patrons to your organization's next level of leadership if they need to have additional conversations.



**When talking to employees:**

- Ensure employees understand the goals of creating inclusion and community as they relate to program and event name changes.
- Allow them to ask questions about changes and give, transparent answers.
- Ask for staff input when working on developing new names.



## **Common Barriers and Advice for Overcoming Them:**

*The advice offered here is based on opinion and experience. It may not be applicable in all situations or for all organizations. Please refer to your internal policies and procedures or direction from your leadership when implementing changes.*

### **1 “Do we need to change things? No one is complaining.”**

- Names that focus on a particular culture, gender or family structure can unintentionally signal to individuals in other demographics that the event is not for them. Your events are likely experiencing community-avoidance from people who feel marginalized, even if you are not getting complaints.
- Being inclusive means moving beyond providing events and programs solely for people who ARE showing up. Updating event names will promote engagement with people who have NOT been participating.

### **2 “My team needs better a understanding and education on why inclusive naming is important.”**

- Start with implementing staff education opportunities in areas of diversity, equity and inclusion. Use NRPA as a resource for educational materials and articles. You can also start highlighting important months and weeks of recognition (e.g., Black History Month, Hispanic Heritage Month, Women’s History Month, and Pride Month) and important bills and policies being passed in your state that might impact your patrons. Use those educational nuggets to share and show how your organization can be involved with those topics and use them to build connection in your community.

### **3 “I don’t have support from my city council.”**

- Start with gaining interest from community members. Councils are there to represent what the people want and should listen to their voices.
- Connect with community allies for support as much as you can.

### **4 “Some of my coworkers understand DEI, but some of them don’t.”**

- Implement DEI training for all staff, so as not to single anyone out.
- Open a forum for staff to ask questions about what they don’t understand or to get more information on why DEI is important. But be sure to do so in a way that is anonymous or doesn’t embarrass someone for their lack of understanding.
- Lead by example. Instead of saying parents or parent/child classes, you can begin saying adults or adult/child classes to include any grown-up/guardian in that child’s life. As you continue to use that inclusive language, you’ll likely start seeing it trickle down to other areas and other staff.
  - If necessary and appropriate, offer gentle corrections.

### **5 “DEI is new to us, and staff is not confident in using inclusive language and terms.”**

- Provide a “How to” or “FAQ” for your staff to reference when implementing DEI and inclusive language. If no one on your staff feels comfortable or qualified to develop those guides, reach out to a community ally with more experience.
- Have an open discussion with staff about what is holding them back. Have your leadership talk about the importance of DEI work and why it is being implemented in your organization.



- 6 “My patrons are going to push back and be upset by a change in program/event names.”**
- The “it’s always been this way” mindset is difficult to overcome. Change is hard and can take time and understanding to get past.
  - Start with small initiatives first, instead of jumping in and changing the name of your largest, most popular event.
    - Implement new programs and events with inclusive naming first, without changing the existing ones right away. Then, gradually phase out or edit the old names that need updating.
  - Make all messaging about the new changing names extremely positive and focus on the enhancements that these changes will bring to your community.
- 7 “I want to engage in DEI initiatives like inclusive naming, but I don’t know where to start.”**
- We’ve all been at the start. Congratulations to you for taking that first step!
  - Research organizations that are similar to yours in size or demographics or other local organizations that are already implementing DEI initiatives and reach out to them for advice and resources. Most people are going to be happy to help someone else who is getting started with DEI.
- 8 “I’m afraid that we aren’t doing things correctly.”**
- While it can be worrying that you are not doing things correctly when you are trying to be inclusive, you should be proud that you are taking steps to be inclusive.
  - Start small and build up in scale as you learn more.
  - Remember that any effort is better than no effort. Don’t be afraid to reach out to area experts to receive feedback as you plan.
- 9 “I want to be inclusive, but I don’t want to offend anyone.”**
- Unfortunately, there’s never a situation where everyone is happy. Sometimes, we just have to make a decision, stick to it, and do what’s right by our fellow humans and their rights.
  - However, we can help educate those who are resistant to change and hopefully guide them to a place of understanding, in regard to DEI.
- 10 “What do I do if I face resistance from people in power?”**
- Start small and do what you can within your jurisdiction. Maybe the larger organization isn’t onboard, but your department is. Do what you can within your department.
- 11 “I struggle with creating new program and event names.”**
- Have fun and don’t be afraid to try new things! Sometimes, the silly names are the ones that stick.
  - Ask for input from your entire department or even those outside of it. At times, people who are removed from the planning process can look at it with a different lens and come up with an angle you weren’t thinking about.
  - Instead of completely eliminating traditional programs or program names, try adding an additional event or program that is more inclusive.
    - Example: Offer a general, winter-themed event even though the department is offering a more Christmas-focused event. That way, you are creating equal opportunity for those who don’t celebrate Christmas without taking away from those who do.



**Outcomes:**

*Examples of program and event names that have been changed using inclusive language.*

| Original Program Name                     | New Inclusive Program Name                 |
|---|--|
| Adaptive League                           | Summit League                              |
| American Indian Heritage Festival         | Indigenous American Celebration            |
| Boys and Girls Afterschool Sports Program | Afterschool Sports Program                 |
| Breakfast With Santa                      | Flannels and Flapjacks                     |
| Dad and Daughter Tea                      | MY VIP Tea                                 |
| Daddy-Daughter Dance                      | Boots and Bells Dance                      |
| Daddy and Me Squirt Gun Painting          | Squirt Gun Painting                        |
| Daddy Daughter Dance                      | VIP and ME Dance                           |
| Easter Egg Hunt                           | EGGstreme Spring Fling                     |
| Easter Egg Hunt                           | Springtastic Egg Hunt                      |
| Easter Event                              | Fitness in the Park                        |
| Family Fishing                            | Learn to Fish                              |
| Family Nature Trivia Night                | Nature Trivia Night                        |
| Father-Daughter Dance                     | Sweetheart Soiree                          |
| Friday Camp                               | Adaptive Adventure Camp                    |
| Girls Softball                            | Softball                                   |
| Mother-Daughter Tea Party                 | Royal Tea Party                            |
| Mother-Son Superhero Challenge            | Superhero Challenge                        |
| Parent-Tot Swim                           | Grown-Up/Tot Swim; Big Fish/Little Minnows |
| Princess Dance Camp                       | Fairytale Dance Camp                       |
| Senior Center                             | Adult Center; Activity                     |
| Tiny Tot Swim                             | Preschool Aquatics                         |



## Glossary of Terms:

*This glossary provides a starting point for understanding DEI terminology. It is essential to continue learning and engaging with DEI topics, beyond this guide, to further foster inclusivity and equality.*

### Link to NRPA Equity Language Guide

[nrpa.org/siteassets/nrpa-equity-language-guide-10-21-2021.pdf](https://nrpa.org/siteassets/nrpa-equity-language-guide-10-21-2021.pdf)

**Affinity Groups:** Groups or networks within an organization where individuals with shared identities or experiences can come together, share experiences and support each other

**Allyship:** The act of actively supporting and advocating for marginalized groups and individuals, often by people who do not share the same identities

**Bias:** Unconscious or conscious preferences, prejudices or stereotypes that influence how individuals perceive and interact with others, often resulting in unfair treatment or judgment

**Cultural Competence:** The ability to interact effectively with people from different cultures and backgrounds, including an understanding of cultural norms and practices

**Diversity:** The presence of a variety of different identities, backgrounds and experiences within a group or organization, including differences in race, gender, ethnicity, age, sexual orientation and more

**Equal Employment Opportunity (EEO):** A legal framework in many countries that prohibits discrimination in employment based on characteristics, such as race, gender and religion

**Equity:** The concept of ensuring that everyone has access to the same opportunities, resources and treatment, with a focus on addressing historical disadvantages and structural inequalities

**Folx:** A gender-neutral term used to explicitly signal the inclusion of groups commonly marginalized

**Implicit Bias Training:** Workshops or programs designed to raise awareness of unconscious biases and provide tools to address and mitigate them

**Inclusion:** Creating an environment where all individuals, regardless of their background or identity, feel valued, respected and included in decision-making processes and everyday activities

**Intersectionality:** The idea that an individual's identity is shaped by multiple factors (e.g., race, gender, sexual orientation) and that these factors intersect and interact, influencing their experiences and opportunities

**LGBTQIA2+ (Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Asexual, Two-Spirit and more):** An inclusive acronym representing a diverse range of sexual orientations and gender identities

**Microaggressions:** Subtle — often unintentional — comments, actions or behaviors that communicate negative stereotypes or assumptions about someone's identity, leading to harm or discomfort

**Privilege:** Unearned advantages or benefits that individuals from certain social groups may have, often based on factors like race, gender or socioeconomic status

**Restorative Justice:** An approach to conflict resolution and accountability that focuses on repairing harm, promoting healing and addressing the needs of all parties involved

**Systemic Racism:** The ongoing, pervasive and often hidden patterns of discrimination and disadvantage that disproportionately affect people of certain racial or ethnic groups.



## Acknowledgements



### Event Naming Quick Guide Team:

**QG Event Naming Lead:**

Deb Smith                      Maine Recreation and Park Association (MRPA)

**Team:**

Chelsea VanAssche              Westerville Parks and Recreation (Ohio)  
August Vandiver                  City of Pearland Parks and Recreation (Texas)

**EIP Quick Guides Project Team:**

EiP-QG NRPA Liaison      Autumn Saxton-Ross, Ph.D., NRPA  
EiP-QG Project Lead      Becky Herz, Orangevale Recreation & Park District (California)

**EIP-OG Team:**

|                        |   |
|------------------------|---|
| Elisa Accardi-Harrison | City of Wichita (Kansas)  |
| Jodie Adams            |   |
| Lulu Ballesteros       | Tualatin Hills Park and Recreation Association (Oregon)                 |
| Stacy Campbell         | City of Pearland Parks and Recreation (Texas)                           |
| Heather Carter         | City of El Cajon (California)   |
| Diego Cevallos         | City of Burbank (California)  |
| Tracy Crawford         | Northwest Special Recreation Association (Illinois)                     |
| Teri de Rosier         | Cosumnes Community Services District (California)                       |
| LaKeisha Dickens       | Las Vegas Department of Professional Rodeo Cowboys Association (Nevada) |
| Brandi Dionne          | City of West Sacramento (California)                                    |
| Megan Henry            | Sunrise Recreation and Park District (California)                       |
| Jenny Hymans           | Five Rivers Metro Parks (Ohio)  |
| Sabina Kasumova        | City of Atlanta (Georgia)   |
| Susan Krause           | City of Waco (Texas)  |
| Tammy Martinez         | City of Avondale Estates (Georgia)                                      |
| Bronwen Mastro         | Bend Park and Recreation District (Oregon)                              |
| Guillermo Navarro      | City of Emeryville (California)   |
| Amy Pellman            | Metro Parks of Butler County (Ohio)                                     |
| Tede Price             | City of Lee's Summit (Missouri)   |
| Eilien Ramirez         | City of Crestwood (Missouri)  |
| Solita Riley           | New York City Dept of Parks and Recreation (New York)                   |
| Cheryl Salazar         | Playce Studio Ltd.  |
| Max Soo                | New York City Department of Parks and Recreation (New York)             |
| Robin Steinshnider     | City of Dallas (Texas)  |
| Zack Zuchowicz         | Oakland County Parks (Michigan)   |

**NRPA Editing and Design Team:**

Ivy McCormick  
Vitisia Paynich  
Meagan Yee



# NRPA Quick Guide: Developing an Inclusive Swimwear Policy

## Introduction to Quick Guides

**As professionals entering into a DEI journey, the first barrier we often confront is: Where do I begin?**

Diversity, Equity and Inclusion (DEI) — and sometimes Justice — work is hard. It takes time, asks us to confront uncomfortable topics and requires change. To add to those challenges, we may be met by others who don't understand “why,” prefer to stay in their comfort zone and resist change. Some of us have community and agency support, and some of us are still looking for allies.

Quick Guides are designed for all park and recreation professionals, but especially for those who may have limited support and are looking to make tangible, meaningful changes in their communities and places of work. We believe individuals can make profound, positive changes and these guides are available to give individual professions the benefits of the NRPA community. Quick Guides are tools to help you address specific areas where DEI principles can be incorporated in parks and recreation by providing background, research, considerations and examples.

Quick Guides consider that each agency, community and approach is unique. They provide ideas and paths to implementation on a variety of topics and have been created by a team of dedicated NRPA members from all over the country, who reached out to their extended networks to compile multiple perspectives and solutions. Each Quick Guide focuses on a specific area to provide a clear and comprehensive resource.

Back to the original question, the NRPA DEI Network adopted the Quick Guides project to give you an answer — You can start here! Our vision is that you will find a Quick Guide that speaks to you, one that falls within your area of influence, or one that addresses an inequity or barrier that exists in your community. Utilize that Quick Guide to, well, guide you through the process. Be on the look out for more Quick Guides such as Events and Program Naming, Inclusive Hiring Practices, Starting a DEI Committee, Sports Policies and more.

Thank you for all that you do and deciding to start somewhere.



## Purpose

This guide is designed to assist aquatics facility operators and programmers with the development or redevelopment of a swimwear policy that is inclusive and appropriate for your aquatics facility and your community.

## Why Are We Doing This Work?

- To foster a fair and supportive environment
- To ensure everyone has equal opportunities and representation
- To enhance overall societal well-being by valuing differences and incorporating diverse perspectives

## Background

Lack of requirements for swimwear in a swimming pool or aquatics facility can pose a danger to swimmer safety, water quality and facility maintenance. To maintain safety and cleanliness, keep these goals in mind:

- 1 The swimmers should be safe; avoid clothing that causes hazards.
- 2 The facility needs to stay clean and damage-free; avoid clothing that may damage equipment and/or compromise water quality.

Narrow requirements for swimwear in a swimming pool can create barriers and limit access to your community based on a variety of factors, including socioeconomic status, religion, culture, gender identity and disability. To promote inclusion, keep these factors in mind:

- 1 The cost of swim-specific clothing can create a financial barrier.
- 2 Some swimmers may need or desire to cover various parts of their bodies based on religion or culture, disability and/or any other reason.
- 3 Swim-specific clothing can be gendered and create barriers for people with other gender identities and/or gender expressions.

While swimwear policies are not unilaterally applicable to all agencies, this guide incorporates information from multiple perspectives for aquatics facility operators to consider as they undertake policy development efforts.





## Steps to Policy Development

### 1 Identify Goals: What Is the Desired Result for Having/Creating a Swimwear Policy?

#### *Sample goals:*

- To reduce public confusion over attire that is or is not allowed in your facility
- To provide front-line staff with clear direction when encountering customer questions or complaints about swimwear
- To promote a welcoming, inclusive and safe aquatics environment

### 2 Identify Included Attire: List Clothing That Is Permitted in Your Pool(s)

#### *Sample included attire:*

- Swimsuit (one piece, two piece)
- Board shorts
- Rash guard
- Burkini
- Jammers
- Swim skirt
- Wetsuit
- Tight-/Form-fitting attire
- Polyester/nylon/spandex
- Aqua socks
- Swim diapers/diaper covers

### 3 Identify Excluded Attire: List Clothing That Is Not Permitted in Your Pool(s)

#### *Sample excluded attire:*

- Jeans/Denim
- Cut-off shorts
- Torn/Frayed clothing
- Baggy/Loose-fitting clothing
- Underwear
- Visibly dirty/Soiled clothing
- Street clothes/shoes
- Clothing that restricts movement
- See-through attire/Nudity
- Regular diapers

### 4 Clarify the Gray Areas: Make Decisions You Can Stand Behind

*Take time to thoroughly evaluate the reasons for allowing or not allowing non-traditional swim attire. Does this attire pose a real safety risk or operational risk? Are your reasons fact-based or anecdotal? Include the reasoning in your policy messaging and be prepared to explain when asked.*

- Sports bras
- Basketball shorts
- T-shirts
- Leggings/Leotards
- Water shoes
- Jewelry (long chains, dangling earrings)

### 5 Identify Conditions: List Specific Conditions for Swim Attire Related to Your Pool

#### *Sample conditions:*

- No attire with grommets, buttons, buckles or metal decorations that could damage slide surfaces
- No loose-fitting shirts on slides
- No masks or goggles on diving boards

**6 Identify Policy Point of Contact: Who Makes Interpretation Decisions?**

*Identify who will field complaints and resolve customer concerns or policy disputes:*

- Site point of contact
- Complaint process
- Final decision-maker
- Enforcement authority  
(specify: \_\_\_\_\_)

**7 Draft Your Policy: Pull It All Together**

*Considerations:*

- Identify if this is a policy, procedure, rule or guideline
- Ensure your policy addresses your stated goals and includes all of your swimwear requirements
- Follow the guidelines of your organization for policy language and format

**8 Solicit Feedback: Include All Areas of Your Organization That Will Be Affected**

*Potential stakeholders:*

- Front-line aquatics staff
- Recreation programming staff
- Facility maintenance team
- Marketing and communications team
- Community stakeholders, including lesbian, gay, bisexual, transgender, queer/questioning, intersex, asexual and two-spirit (LGBTQIA2+) organizations, faith-based organizations and affinity groups

**9 Finalize and Secure Approval: Formalize/Codify Your Policy**

*Organizational process considerations:*

- Determine if your policy requires approval from director/board/council prior to implementation
- Follow the guidelines of your organization for policy language and format

**10 Publicize: Inform Staff and the Public of Your New Policy**

*Make every effort to ensure the public is aware of the policy before they visit your pool(s):*

- Provide staff training and talking points to ensure consistent enforcement and communication to the public
- Share your new policy through your normal communication channels
- Contact registered users and/or program participants
- Post on your website
- Utilize social media
- Create and post language-inclusive signage at all pool sites
- Consider the use of photos/graphics and icons to communicate your policy



## Opportunities and Challenges



### Opportunities

- Consider sponsorship or donation programs to provide low-cost or no-cost swimwear
- Review restroom policies — in conjunction with swimwear policies — to ensure they are as welcoming as possible
- Review staff uniform policies — in conjunction with swimwear policies — for lifeguards and other aquatics staff members
- Review uniform policies — in conjunction with swimwear policies — for associated teams and leagues
- Be open to feedback and revisions based on future trends and advances in swimwear



### Challenges:

- Individual perceptions of acceptable nudity
  - Check your state and local laws regarding the definitions of nudity
  - Be prepared to address garment transparency
  - Educate your staff about body tape and its use amongst the LGBTQIA2+ community
- Staff training
  - Provide staff the information and talking points so they are comfortable explaining and having conversations about the policy
  - Ensure staff are trained to perform rescues on individuals wearing all permitted clothing options

## Talking Points



### When talking to patrons:

- Approach the situation with respect and empathy
- Try to have conversation in a more private space away from patrons/the main entrance but also with other staff nearby who can hear and witness interactions
- Listen to the patron
- If need be, explain your policy
- Have the policy with you and use the visual aids, if needed, to guide conversation about what is and is not appropriate
- Refer them to your organization's point of contact if they wish to have a further conversation about it



### When talking to employees:

- Ensure employees understand the goals of inclusion
- Allow them to ask questions
- Have the policy with you and use the visual aids, if needed, to guide conversation about what is and is not appropriate



## Example Policies



This graphic was created by Orangevale Recreation and Park District using this guide.

[Prince George County, MD | 2022-Approved-Swimwear](#)  
(aquaticpros.org)

[Cosumnes CSD in Elk Grove, CA: FAQs · Can I wear a shirt or other clothing when swimming?](#)  
(cosumnescsd.gov)

[City of Walla Walla, WA: Swim Attire | City of Walla Walla](#)  
(wallawallawa.gov)

[Normal, IL: Aquatic Centers | Normal, IL - Official Website](#)  
(normalil.gov)

[City of Fontana, CA: Swimwear Policy and Pool Guidelines | Fontana, CA - Official Website](#)  
(fontanaca.gov)

[Columbus, OH: Pool Rules | Columbus Recreation and Parks Department](#)  
(columbusrecreparks.com)

[New Zealand: Pool rules](#)  
(aucklandleisure.co.nz)



## Glossary of Terms

This glossary provides a starting point for understanding the different types of swim attire, but it is essential to keep learning and engaging with DEI topics to foster inclusivity and equality.

For further guidance, please [visit the Equity Language Guide](#).



### **Burkini/Burqini**

A style of swimsuit for women. The suit may cover the whole body except the face, the hands and the feet (i.e., some people who wear burkinis cover their heads, and some do not — it is often cultural and personal preference that dictates what and how it is worn).



### **Jammers**

Jammers are form-fitting swim shorts used mainly in competition to obtain speed advantages. They are generally made of nylon and lycra/spandex material but can be made polyester, and they have a compressive fit to reduce water resistance.



### **Trans Tape/Body Tape**

A type of medical-grade tape that is designed to help flatten the chest area of transgender and non-binary individuals. It is commonly used by people who cannot or do not want to undergo chest surgery to achieve a more masculine or non-binary appearance.



### **Water Shoes**

Slip-on or lace-up shoes with a rubber sole and a mesh, neoprene or PVC upper; can be worn for protection in the water but also for water sports, hiking and street use.



### **Water/Aqua Socks**

Close-fitting socks — often made of neoprene — designed for insulation and protection in the water and walking on deck.



## Acknowledgements



### **Contributors to *Developing an Inclusive Swimwear Policy*:**

#### **Inclusive Swimwear Quick Guide Lead:**

Robin Steinshnider      City of Dallas (Texas)

#### **Inclusive Swimwear Quick Guide Team:**

Stacie Campbell      City of Pearland (Texas)  
Guillermo Navarro      City of Emeryville (California)  
Eilien Ramirez      City of Crestwood (Missouri)

#### **EiP Quick Guides Project Leads:**

EiP-QG NRPA Liaison      Autumn Saxton-Ross, Ph.D., NRPA (Washington, D.C.)  
EiP-QG Project Lead      Becky Herz, Orangevale Recreation and Park District (California)

#### **EiP Quick Guides Project Team:**

Elisa Accardi-Harrison      City of Wichita (Kansas)  
Jodie Adams      (Montana)  
Lulu Ballesteros      Tualatin Hills Park and Recreation District (Oregon)  
Heather Carter      City of El Cajon (California)  
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LaKeisha Dickens      Las Vegas Department of Professional Rodeo Cowboys Association (Nevada)  
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Eric McClain      (California)  
Amy Pellman      Metro Parks of Butler County (Ohio)  
Tede Price      City of Lee's Summit (Missouri)  
Solita Riley      New York City Department of Parks and Recreation (New York)  
Cheryl Salazar      Playce Studio Ltd. (California)  
Deb Smith      Maine Recreation and Parks Association (Maine)  
Max Soo      New York City Department of Parks and Recreation (New York)  
Chelsea Van Assche      City of Westerville (Ohio)  
August Vandiver      City of Pearland (Texas)  
Zach Zuchowicz      Oakland County Parks (Michigan)

#### **NRPA Editing and Design Team:**

Ivy McCormick (Maryland)  
Vitisia Paynich (California)  
Meagan Yee (California)

GENERAL FUND EXPENDITURES  
FOR THE MONTH ENDING  
AUGUST 31, 2024

| CLAIM #    | ACCOUNT # | VENDOR                    | DESCRIPTION                       | AMOUNT    |
|------------|-----------|---------------------------|-----------------------------------|-----------|
| 1907256358 | 20200500  | US BANK NATIONAL ASSOCIAT | ADVERTISING                       | 323.88    |
| 1907256358 | 20202100  | US BANK NATIONAL ASSOCIAT | BOOKS/PERIODICALS/SUBSCTIPTIONS   | 130.99    |
| 1907251381 | 20203800  | REBECCA HERZ OR JASON BAI | EMPLOYEE RECOGNITION              | 43.29     |
| 1907256358 | 20203800  | US BANK NATIONAL ASSOCIAT | EMPLOYEE TRANSPORTATION           | 10.50     |
|            |           |                           |                                   | 53.79     |
| 1907253264 | 20203900  | SUSAN MYREN               | EMPLOYEE TRANSPORTATION           | 95.81     |
| 1907255330 | 20203900  | JULIANNA CHAVEZ           | EMPLOYEE TRANSPORTATION           | 52.39     |
| 1907260044 | 20203900  | JASON BAIN                | EMPLOYEE TRANSPORTATION           | 119.45    |
| 1907263626 | 20203900  | REBECCA HERZ              | EMPLOYEE TRANSPORTATION           | 49.04     |
|            |           |                           |                                   | 316.69    |
| 1907253254 | 20206100  | ROTARY CLUB OF ORANGEVALE | MEMBERSHIP DUES                   | 165.00    |
| 1907256358 | 20206100  | US BANK NATIONAL ASSOCIAT | MEMBERSHIP DUES                   | 499.00    |
|            |           |                           |                                   | 664.00    |
| 1907255327 | 20207600  | BURKETTS OFFICE SUPLLIES  | OFFICE SUPPLIES                   | 499.68    |
| 1907256358 | 20208102  | US BANK NATIONAL ASSOCIAT | STAMPS                            | 416.73    |
| 1907267492 | 20208500  | PRINT PROJECT MANAGERS IN | PRINTING SERVICES                 | 7,649.50  |
| 1907256358 | 20219700  | US BANK NATIONAL ASSOCIAT | TELEPHONE SERVICES                | 424.95    |
| 1907260012 | 20219700  | COMCAST                   | TELEPHONE SERVICES                | 536.15    |
| 1907263152 | 20219700  | COMCAST                   | TELEPHONE SERVICES                | 525.99    |
|            |           |                           |                                   | 1,487.09  |
| 1907263175 | 20226200  | JJR ENTERPRISES INC       | OFFICE EQUIPMENT MAINTENANCE SUPP | 192.64    |
| 1907253245 | 20253100  | DAVID MCMURCHIE           | LEGAL SERVICES                    | 270.00    |
| 1907253252 | 20259100  | STREAMLINE SOFTWARE INC   | OTHER PROFESSIONAL SERVICES       | 200.00    |
| 1907260032 | 20259100  | EYRES LAW GROUP           | OTHER PROFESSIONAL SERVICES       | 1,000.00  |
|            |           |                           |                                   | 1,200.00  |
| 1907251381 | 20285100  | REBECCA HERZ OR JASON BAI | RECREATIONAL SERVICES             | 7.00      |
| 1907253246 | 20285100  | STEVEN MIRANDA            | RECREATIONAL SERVICES             | 620.10    |
| 1907253248 | 20285100  | ADRIAAN JANSEN VAN VUUREN | RECREATIONAL SERVICES             | 1,237.75  |
| 1907253251 | 20285100  | YMCA OF SUPERIOR CALIFORN | RECREATIONAL SERVICES             | 224.00    |
| 1907253247 | 20285100  | BRENDAN CHASE             | RECREATIONAL SERVICES             | 10,432.00 |
| 1907253255 | 20285100  | LINDA WEISS               | RECREATIONAL SERVICES             | 1,730.40  |
| 1907255334 | 20285100  | SUSAN PRIETO              | RECREATIONAL SERVICES             | 225.00    |
| 1907255328 | 20285100  | ALISON LLOYD              | RECREATIONAL SERVICES             | 737.10    |
| 1907256358 | 20285100  | US BANK NATIONAL ASSOCIAT | RECREATIONAL SERVICES             | 777.95    |
| 1907260043 | 20285100  | HANDSTANDS INC            | RECREATIONAL SERVICES             | 73.50     |
| 1907260034 | 20285100  | WOMENS THEATRE COLLECTIVE | RECREATIONAL SERVICES             | 8,821.20  |
| 1907260039 | 20285100  | ALLGOOD DRIVING SCHOOL    | RECREATIONAL SERVICES             | 147.90    |
| 1907260038 | 20285100  | RESCUE TRAINING INSTITUTE | RECREATIONAL SERVICES             | 273.00    |
| 1907260036 | 20285100  | SHAUNA LEMAY              | RECREATIONAL SERVICES             | 325.00    |
| 1907267495 | 20285100  | GREATER SACRAMENTO INVEST | RECREATIONAL SERVICES             | 3,996.30  |
| 1907267493 | 20285100  | NATIONAL ACADEMY OF ATHLE | RECREATIONAL SERVICES             | 607.50    |
| 1907267517 | 20285100  | RESCUE TRAINING INSTITUTE | RECREATIONAL SERVICES             | 140.00    |
| 1907267518 | 20285100  | JOHN WALTON               | RECREATIONAL SERVICES             | 1,900.00  |
|            |           |                           |                                   | 32,275.70 |
| 1907251381 | 20285200  | REBECCA HERZ OR JASON BAI | RECREATIONAL SUPPLIES             | 53.13     |
| 1907253270 | 20285200  | SEAN KEARNEY              | RECREATIONAL SUPPLIES             | 600.17    |
| 1907255326 | 20285200  | SCP DISTRIBUTORS LLC      | RECREATIONAL SUPPLIES             | 3,754.09  |
| 1907256358 | 20285200  | US BANK NATIONAL ASSOCIAT | RECREATIONAL SUPPLIES             | 3,718.62  |





**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND  
BUDGET EXPENDITURE DETAIL  
FISCAL YEAR 2024/2025  
AUGUST 2024**

| Account Number | Expenditure Account                     | Budgeted 2024/2025  | Current Expenditure | Expenditures to Date | Funds Available     | % Left     |
|----------------|---|---------------------|---------------------|----------------------|---------------------|------------|
| <b>1000</b>    | <b>SALARIES &amp; EMPLOYEE BENEFITS</b> |                     |                     |                      |                     |            |
| 10111000       | Salaries & Wages, Regular               | 1,068,600.00        | 78,165.60           | 154,157.20           | 914,442.80          | 86%        |
| 10112100       | Salaries & Wages, Extra Help            | 546,000.00          | 101,847.97          | 203,712.69           | 342,287.31          | 63%        |
| 10112400       | Salaries, Board members                 | 12,000.00           | 400.00              | 800.00               | 11,200.00           | 93%        |
| 10121000       | Retirement                              | 327,200.00          | 23,942.77           | 47,501.62            | 279,698.38          | 85%        |
| 10122000       | Social Security                         | 107,500.00          | 13,698.83           | 27,232.61            | 80,267.39           | 75%        |
| 10123000       | Group Insurance                         | 337,500.00          | 26,298.70           | 52,597.40            | 284,902.60          | 84%        |
| 10124000       | Worker's Comp. Ins                      | 91,100.00           |                     | 11,565.75            | 79,534.25           | 87%        |
| 10125000       | Unemployment Insurance                  | 18,170.00           | 1,826.17            | 3,730.76             | 14,439.24           | 79%        |
| 10128000       | Health Care/Retirees                    | 0.00                |                     | -                    | 0.00                |            |
|                | <b>SUB-TOTAL</b>                        | <b>2,508,070.00</b> | <b>246,180.04</b>   | <b>501,298.03</b>    | <b>2,006,771.97</b> | <b>80%</b> |
| <b>2000</b>    | <b>SERVICES &amp; SUPPLIES</b>          |                     |                     |                      |                     |            |
| 20200500       | Advertise/Legal Notices                 | 2,200.00            | 323.88              | 323.88               | 1,876.12            | 85%        |
| 20202100       | Books/Periodicals/Subscrip              | 2,800.00            | 130.99              | 206.99               | 2,593.01            | 93%        |
| 20202900       | Business/Conference Expense             | 4,000.00            |                     | 1,799.00             | 2,201.00            | 55%        |
| 20203500       | Education/Training Serv.                | 3,000.00            |                     | -                    | 3,000.00            | 100%       |
| 20203600       | Education /Training Supplies            | 500.00              |                     | 375.00               | 125.00              | 25%        |
| 20203700       | Tuition Reimbursement                   | 100.00              |                     | -                    | 100.00              | 100%       |
| 20203800       | Employee Recognition                    | 2,900.00            | 53.79               | 53.79                | 2,846.21            | 98%        |
| 20203802       | Recognition Items                       | 0.00                |                     | -                    | 0.00                | #DIV/0!    |
| 20203803       | Recognition Events                      | 0.00                |                     | -                    | 0.00                | #DIV/0!    |
| 20203900       | Employee Transportation                 | 3,100.00            | 316.69              | 583.55               | 2,516.45            | 81%        |
| 20205100       | Liability Insurance                     | 130,500.00          |                     | 71,972.50            | 58,527.50           | 45%        |
| 20205500       | Rental Insurance                        | 0.00                |                     | -                    | 0.00                | #DIV/0!    |
| 20206100       | Membership Dues                         | 16,000.00           | 664.00              | 4,094.00             | 11,906.00           | 74%        |
| 20207600       | Office Supplies                         | 6,600.00            | 499.68              | 499.68               | 6,100.32            | 92%        |
| 20207602       | Signs                                   | 500.00              |                     | -                    | 500.00              | 100%       |
| 20207603       | Keys                                    | 100.00              |                     | -                    | 100.00              | 100%       |
| 20208100       | Postal Services                         | 14,000.00           |                     | 2,700.00             | 11,300.00           | 81%        |
| 20208102       | Stamps                                  | 2,500.00            | 416.73              | 416.73               | 2,083.27            | 83%        |
| 20208500       | Printing Services                       | 38,000.00           | 7,649.50            | 7,649.50             | 30,350.50           | 80%        |
| 20210300       | Agricultural/Horticultural Service      | 100.00              |                     | -                    | 100.00              | 100%       |
| 20210400       | Agricultural/Horticultural Supply       | 100.00              |                     | -                    | 100.00              | 100%       |
| 20211200       | Building Maint. Supplies                | 100.00              |                     | -                    | 100.00              | 100%       |
| 20212200       | Chemicals                               | 100.00              |                     | -                    | 100.00              | 100%       |
| 20213100       | Electrical Maint. Service               | 100.00              |                     | -                    | 100.00              | 100%       |
| 20213200       | Electrical Maint. Supplies              | 100.00              |                     | -                    | 100.00              | 100%       |
| 20214100       | Land Improv. Maint. Services            | 100.00              |                     | -                    | 100.00              | 100%       |
| 20214200       | Land Improv. Maint. Supplies            | 100.00              |                     | -                    | 100.00              | 100%       |
| 20215100       | Mechanical System Maint. Ser            | 100.00              |                     | -                    | 100.00              | 100%       |
| 20215200       | Mechanical System Maint. Sup            | 100.00              |                     | -                    | 100.00              | 100%       |
| 20216200       | Painting Supplies                       | 100.00              |                     | -                    | 100.00              | 100%       |
| 20216700       | Plumbing Maint. Service                 | 100.00              |                     | -                    | 100.00              | 100%       |
| 20216800       | Plumbing Maint. Supplies                | 100.00              |                     | -                    | 100.00              | 100%       |
| 20218100       | Irrigation Services                     | 100.00              |                     | -                    | 100.00              | 100%       |
| 20218200       | Irrigation Supplies                     | 100.00              |                     | -                    | 100.00              | 100%       |

| Account Number | Expenditure Account                  | Budgeted 2024/2025 | Current Expenditure | Expenditures to Date | Funds Available   | % Left     |
|----------------|--------------------------------------|--------------------|---------------------|----------------------|-------------------|------------|
| 20218500       | Permit Charges                       | 100.00             |                     | -                    | 100.00            | 100%       |
| 20219100       | Electricity                          | 100.00             |                     | -                    | 100.00            | 100%       |
| 20219200       | Natural Gas / LPG/ Fuel Oil          | 100.00             |                     | -                    | 100.00            | 100%       |
| 20219300       | Refuse Collection / Disposal Service | 100.00             |                     | -                    | 100.00            | 100%       |
| 20219500       | Sewage Disposal Service              | 100.00             |                     | -                    | 100.00            | 100%       |
| 20219700       | Telephone Service                    | 15,500.00          | 1,487.09            | 2,976.60             | 12,523.40         | 81%        |
| 20219800       | Water                                | 1,000.00           |                     | -                    | 1,000.00          | 100%       |
| 20219900       | Telephone System Maint.              | 500.00             |                     | -                    | 500.00            | 100%       |
| 20220500       | Automotive Maint. Service            | 100.00             |                     | -                    | 100.00            | 100%       |
| 20220600       | Automotive Maint. Supplies           | 100.00             |                     | -                    | 100.00            | 100%       |
| 20221200       | Construction Equip Maint Sup         | 100.00             |                     | -                    | 100.00            | 100%       |
| 20222600       | Expendable Tools                     | 100.00             |                     | -                    | 100.00            | 100%       |
| 20223600       | Fuel & Lubricants                    | 100.00             |                     | -                    | 100.00            | 100%       |
| 20226100       | Office Equip Maint Service           | 100.00             |                     | -                    | 100.00            | 100%       |
| 20226200       | Office Equip Maint Supplies          | 2,600.00           | 192.64              | 356.74               | 2,243.26          | 86%        |
| 20227500       | Rents/Leases Equipment               | 100.00             |                     | -                    | 100.00            | 100%       |
| 20228100       | Shop Equip Maint Service             | 100.00             |                     | -                    | 100.00            | 100%       |
| 20228200       | Shop Equip Maint Supplies            | 100.00             |                     | -                    | 100.00            | 100%       |
| 20229100       | Other Equip Maint Service            | 100.00             |                     | -                    | 100.00            | 100%       |
| 20229200       | Other Equip Maint Supplies           | 100.00             |                     | -                    | 100.00            | 100%       |
| 20231400       | Clothing/Personal Supplies           | 1,600.00           |                     | -                    | 1,600.00          | 100%       |
| 20232100       | Custodial Services                   | 100.00             |                     | -                    | 100.00            | 100%       |
| 20232200       | Custodial Supplies                   | 500.00             |                     | -                    | 500.00            | 100%       |
| 20244300       | Medical Services                     | 200.00             |                     | -                    | 200.00            | 100%       |
| 20244400       | Medical Supplies                     | 5,400.00           |                     | -                    | 5,400.00          | 100%       |
| 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          | 270.00              | 270.00               | 14,730.00         | 98%        |
| 20256200       | Transcribing Services                | 0.00               |                     | -                    | 0.00              |            |
| 20257100       | Security Services                    | 4,000.00           |                     | 188.00               | 3,812.00          | 95%        |
| 20259100       | Other Professional Services          | 41,000.00          | 1,200.00            | 1,400.00             | 39,600.00         | 97%        |
| 20259101       | Computer Consultants                 | 14,500.00          |                     | -                    | 14,500.00         | 100%       |
| 20281201       | PC Hardware                          | 6,000.00           |                     | 1,584.69             | 4,415.31          | 74%        |
| 20281202       | PC Software                          | 6,000.00           |                     | 159.90               | 5,840.10          | 97%        |
| 20281203       | PC Supplies                          | 2,000.00           |                     | -                    | 2,000.00          | 100%       |
| 20281900       | Elections                            | 65,000.00          |                     | -                    | 65,000.00         | 100%       |
| 20285100       | Recreational Services                | 198,500.00         | 32,895.70           | 38,937.25            | 159,562.75        | 80%        |
| 20285200       | Recreational Supplies                | 39,000.00          | 8,575.80            | 16,032.21            | 22,967.79         | 59%        |
| 20289800       | Other Operating Exp - Supplies       | 2,500.00           |                     | -                    | 2,500.00          | 100%       |
| 20289900       | Other Operating Exp - Services       | 1,000.00           |                     | -                    | 1,000.00          | 100%       |
| 20291100       | System Development Services          | 3,300.00           |                     | 4,056.00             | (756.00)          | -23%       |
| 20296200       | GS Parking Charges                   | 200.00             |                     | 1.75                 | 198.25            | 99%        |
|                | <b>SUB-TOTAL</b>                     | <b>687,800.00</b>  | <b>54,676.49</b>    | <b>156,637.76</b>    | <b>531,162.24</b> | <b>77%</b> |
| <b>3000</b>    | <b>OTHER CHARGES</b>                 |                    |                     |                      |                   |            |
| 30321000       | Interest Expense                     | 26,410.00          |                     | 13,373.75            | 13,036.25         | 49%        |
| 30322000       | Bond/Loan Redemption                 | 46,400.00          |                     | 22,099.05            | 24,300.95         | 52%        |
| 30345000       | Taxes/Licenses/Assess Trans          | 1,300.00           |                     | -                    | 1,300.00          | 100%       |
|                | <b>SUB-TOTAL</b>                     | <b>74,110.00</b>   | <b>-</b>            | <b>35,472.80</b>     | <b>38,637.20</b>  | <b>52%</b> |

| Account Number | Expenditure Account               | Budgeted 2024/2025  | Current Expenditure | Expenditures to Date | Funds Available     | % Left     |
|----------------|-----------------------------------|---------------------|---------------------|----------------------|---------------------|------------|
| <b>4000</b>    | <b>FIXED ASSETS</b>               |                     |                     |                      |                     |            |
| 41410100       | Land                              | 0.00                |                     | -                    | 0.00                |            |
| 42420200       | Struc. & Improvements             | 740,000.00          |                     | 197,427.33           | 542,572.67          | 73%        |
| 43430300       | Vehicles/Equipment                | 25,000.00           |                     | -                    | 25,000.00           | 100%       |
|                | <b>SUB-TOTAL</b>                  | <b>765,000.00</b>   | <b>-</b>            | <b>197,427.33</b>    | <b>567,572.67</b>   | <b>74%</b> |
| <b>5000</b>    | <b>INTERFUND CHARGES</b>          |                     |                     |                      |                     |            |
| 50557100       | Fingerprinting Service            | 3,000.00            | 61.00               | 93.00                | 2,907.00            | 97%        |
|                | <b>SUB-TOTAL</b>                  | <b>3,000.00</b>     | <b>61.00</b>        | <b>93.00</b>         | <b>2,907.00</b>     | <b>97%</b> |
| 79790100       | <i>Contingency Appropriations</i> | 60,000.00           |                     | -                    | 60,000.00           | 0%         |
|                | <i>Deposit into Reserves</i>      | 0.00                |                     | -                    | 0.00                | 0%         |
|                | <b>GRAND TOTAL</b>                | <b>4,097,980.00</b> | <b>300,917.53</b>   | <b>890,928.92</b>    | <b>3,207,051.08</b> | <b>78%</b> |

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND  
REVENUE STATEMENT  
FISCAL YEAR 2024/2025  
AUGUST 2024**

| Account Number | Revenue Account                            | 2024/2025 Budgeted Revenue | Realized This Period    | Collection YTD Balance   | YTD Uncollected Balance    | % Collected          |
|----------------|--|----------------------------|-------------------------|--------------------------|----------------------------|----------------------|
| 91910100       | Prop. Taxes - Current Secured              | 1,736,621                  |                         | 0.00                     | 1,736,621.00               | 0.00%                |
| 91910200       | Prop. Taxes - Current Unsecured            | 61,119                     |                         | 0.00                     | 61,119.00                  | 0.00%                |
| 91910300       | Supplemental Taxes Current                 | 44,000                     |                         | 0.00                     | 44,000.00                  | 0.00%                |
| 91910400       | Prop. Taxes Sec. Delinquent                | 11,500                     |                         | 0.00                     | 11,500.00                  | 0.00%                |
| 91910500       | Prop. Taxes Supp. Delinq.                  | 3,000                      |                         | 0.00                     | 3,000.00                   | 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                       |                      |
|                | <b><i>SUB-TOTAL TAXES 9100</i></b>         | <b><i>1,872,580</i></b>    | <b><i>0.00</i></b>      | <b><i>0.00</i></b>       | <b><i>1,872,580.00</i></b> | <b><i>0.00%</i></b>  |
| 94941000       | Interest Income                            | 38,000                     |                         | 0.00                     | 38,000.00                  | 0.00%                |
| 94942900       | Building Rental Other                      | 135,000                    | 10,668.23               | 27,112.77                | 107,887.23                 | 20.08%               |
| 94943900       | Cell Tower Leases                          | 47,300                     | 3,958.17                | 7,916.34                 | 39,383.66                  | 16.74%               |
| 94944800       | Rec.Concessions Final 9                    | 22,000                     | 4,246.40                | 4,851.40                 | 17,148.60                  | 22.05%               |
| 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                              | 342,000                    |                         | 0.00                     | 342,000.00                 | 0.00%                |
| 95956900       | State Aid - Other Misc. Programs           | 198,000                    |                         | 0.00                     | 198,000.00                 |                      |
| 96963313       | Miscellaneous Fees                         | 1,000                      | 260.72                  | 260.72                   | 739.28                     | 26.07%               |
| 96964600       | Recreation Service Charges                 | 615,000                    | 25,501.37               | 53,624.13                | 561,375.87                 | 8.72%                |
| 96969700       | Security Services                          | 100                        |                         | 0.00                     | 100.00                     | 0.00%                |
| 96969903       | Sponsorships/Scholarships                  | -                          |                         | 0.00                     | 0.00                       |                      |
| 97973000       | Donations & Contributions                  | 2,000                      |                         | 0.00                     | 2,000.00                   | 0.00%                |
| 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                            | 168,400                    |                         | 167,018.96               | 1,381.04                   | 99.18%               |
|                | <b><i>SUB-TOTAL OTHER MISC. INCOME</i></b> | <b><i>1,582,070</i></b>    | <b><i>44,634.89</i></b> | <b><i>260,784.32</i></b> | <b><i>1,321,285.68</i></b> | <b><i>16.48%</i></b> |
|                | <b><i>TOTAL BUDGET AMOUNT</i></b>          | <b><i>3,454,650</i></b>    | <b><i>44,634.89</i></b> | <b><i>260,784.32</i></b> | <b><i>3,193,865.68</i></b> | <b><i>7.55%</i></b>  |

OLLAD EXPENDITURES  
FOR THE MONTH ENDING  
AUGUST 31, 2024

| CLAIM #    | ACCOUNT # | VENDOR                    | DESCRIPTION                         | AMOUNT          |
|------------|-----------|---------------------------|-------------------------------------|-----------------|
| 1907263164 | 20207603  | CSLS INC                  | KEYS                                | 309.79          |
| 1907260020 | 20210300  | NORTHERN CALIFORNIA INALL | AGRICULTURAL/HORTICULTURAL SERVICES | 375.00          |
| 1907263619 | 20210300  | EASYSTUMPS TREE SERVICES  | AGRICULTURAL/HORTICULTURAL SERVICES | 4,200.00        |
|            |           |                           |                                     | <b>4,575.00</b> |
| 1907251403 | 20211200  | LOWES BUSINESS ACCOUNT    | BUILDING MAINTENANCE SUPPLIES/MATER | 163.47          |
| 1907251381 | 20211200  | REBECCA HERZ OR JASON BAI | BUILDING MAINTENANCE SUPPLIES/MATER | 57.99           |
| 1907259999 | 20211200  | AMERICAN RIVER ACE HARDWA | BUILDING MAINTENANCE SUPPLIES/MATER | 375.06          |
|            |           |                           |                                     | <b>596.52</b>   |
| 1907260031 | 20212200  | AQUA SOURCE INC           | CHEMICAL SUPPLIES                   | 6,102.96        |
| 1907263159 | 20212200  | SCP DISTRIBUTORS LLC      | CHEMICAL SUPPLIES                   | 516.78          |
| 1907263158 | 20212200  | LESLIES POOLMART INC      | CHEMICAL SUPPLIES                   | 88.33           |
| 1907267441 | 20212200  | SCP DISTRIBUTORS LLC      | CHEMICAL SUPPLIES                   | 170.60          |
|            |           |                           |                                     | <b>6,878.67</b> |
| 1907255311 | 20213200  | DAVID DILL                | ELECTRICAL MAINTENANCE SUPPLIES     | 271.95          |
| 1907259999 | 20213200  | AMERICAN RIVER ACE HARDWA | ELECTRICAL MAINTENANCE SUPPLIES     | 53.47           |
|            |           |                           |                                     | <b>325.42</b>   |
| 1907259999 | 20214200  | AMERICAN RIVER ACE HARDWA | LAND IMPROVEMENT MAINTENANCE SUPPL  | 21.49           |
| 1907252900 | 20218200  | HERITAGE LANDSCAPE SUPPLY | IRRIGATION SUPPLIES                 | 134.45          |
| 1907252896 | 20218200  | HERITAGE LANDSCAPE SUPPLY | IRRIGATION SUPPLIES                 | 955.68          |
| 1907252902 | 20218200  | HERITAGE LANDSCAPE SUPPLY | IRRIGATION SUPPLIES                 | 427.70          |
| 1907252899 | 20218200  | HERITAGE LANDSCAPE SUPPLY | IRRIGATION SUPPLIES                 | 141.72          |
| 1907252895 | 20218200  | HERITAGE LANDSCAPE SUPPLY | IRRIGATION SUPPLIES                 | 1,058.22        |
| 1907255318 | 20218200  | HERITAGE LANDSCAPE SUPPLY | IRRIGATION SUPPLIES                 | 440.13          |
| 1907256358 | 20218200  | US BANK NATIONAL ASSOCIAT | IRRIGATION SUPPLIES                 | 95.60           |
| 1907259999 | 20218200  | AMERICAN RIVER ACE HARDWA | IRRIGATION SUPPLIES                 | 69.51           |
| 1907260042 | 20218200  | HERITAGE LANDSCAPE SUPPLY | IRRIGATION SUPPLIES                 | 106.24          |
| 1907263624 | 20218200  | HERITAGE LANDSCAPE SUPPLY | IRRIGATION SUPPLIES                 | 101.02          |
| 1907263174 | 20218200  | HERITAGE LANDSCAPE SUPPLY | IRRIGATION SUPPLIES                 | 273.29          |
| 1907263170 | 20218200  | HERITAGE LANDSCAPE SUPPLY | IRRIGATION SUPPLIES                 | 353.83          |
| 1907263155 | 20218200  | BACKFLOW DISTRIBUTORS INC | IRRIGATION SUPPLIES                 | 504.85          |
| 1907263169 | 20218200  | HERITAGE LANDSCAPE SUPPLY | IRRIGATION SUPPLIES                 | 117.80          |
| 1907267549 | 20218200  | HERITAGE LANDSCAPE SUPPLY | IRRIGATION SUPPLIES                 | 119.30          |
| 1907267548 | 20218200  | HERITAGE LANDSCAPE SUPPLY | IRRIGATION SUPPLIES                 | 498.54          |
|            |           |                           |                                     | <b>5,397.88</b> |
| 1907267432 | 20218500  | COUNTY OF SACRAMENTO      | PERMIT CHARGES                      | 200.00          |
| 1907255309 | 20219100  | SMUD                      | ELECTRICITY                         | 11,313.49       |
| 1907255308 | 20219200  | PACIFIC GAS AND ELECTRIC  | NATURAL GAS/LPG/FUEL OIL            | 232.75          |
| 1907255304 | 20219300  | ALLIED WASTE SERVICES OF  | REFUSE COLLECTION/DISPOSAL SERVICES | 1,788.31        |
| 1300875103 | 20219300  | OV HISTORY PROJECT        | REFUSE COLLECTION/DISPOSAL SERVICES | -154.80         |
|            |           |                           |                                     | <b>1,633.51</b> |
| 1907252894 | 20219500  | COUNTY OF SACRAMENTO      | SEWAGE DISPOSAL SERVICES            | 923.99          |
| 1907255324 | 20219500  | AREA PORTABLE SERVICES IN | SEWAGE DISPOSAL SERVICES            | 171.58          |
| 1907255320 | 20219500  | AREA PORTABLE SERVICES IN | SEWAGE DISPOSAL SERVICES            | 171.58          |
| 1300875103 | 20219500  | OV HISTORY PROJECT        | SEWAGE DISPOSAL SERVICES            | -191.84         |
|            |           |                           |                                     | <b>1,075.31</b> |
| 1907256358 | 20219800  | US BANK NATIONAL ASSOCIAT | WATER                               | 34.93           |
| 1907260005 | 20219800  | ORANGEVALE WATER COMPANY  | WATER                               | 117.40          |



**ORANGEVALE RECREATION AND PARK DISTRICT - OLLAD ASSESSMENT**  
**BUDGET EXPENDITURE DETAIL**  
**FISCAL YEAR 2024/2025**  
**AUGUST 2024**

| Account Number | Expenditure Account                  | Budgeted 2024/2025 | Current Expenditures | Expenditures to Date | Funds Available | % Left  |
|----------------|--------------------------------------|--------------------|----------------------|----------------------|-----------------|---------|
| <b>2000</b>    | <b>SERVICES &amp; SUPPLIES</b>       |                    |                      |                      |                 |         |
| 20203500       | Education/Training Service           | 3,000.00           |                      | -                    | 3,000.00        | 100%    |
| 20206100       | Membership Dues                      | 200.00             |                      | -                    | 200.00          | 100%    |
| 20207600       | Office Supplies                      | 300.00             |                      | -                    | 300.00          | 100%    |
| 20207602       | Signs                                | 2,000.00           |                      | -                    | 2,000.00        | 100%    |
| 20207603       | Keys                                 | 800.00             | 309.79               | 309.79               | 490.21          | 61%     |
| 20210300       | Agricultural/Horticultural Service   | 12,500.00          | 4,575.00             | 4,875.00             | 7,625.00        | 61%     |
| 20210400       | Agricultural/Horticultural Supply    | 12,000.00          |                      | -                    | 12,000.00       | 100%    |
| 20211200       | Building Maint. Supplies             | 10,000.00          | 596.52               | 1,056.63             | 8,943.37        | 89%     |
| 20212200       | Chemicals                            | 68,000.00          | 6,878.67             | 13,519.11            | 54,480.89       | 80%     |
| 20213100       | Electrical Maint. Service            | 5,000.00           |                      | -                    | 5,000.00        | 100%    |
| 20213200       | Electrical Maint. Supplies           | 2,600.00           | 325.42               | 967.39               | 1,632.61        | 63%     |
| 20214100       | Land Improv. Maint. Service          | 40,000.00          |                      | -                    | 40,000.00       | 100%    |
| 20214200       | Land Improv. Maint. Supplies         | 36,500.00          | 21.49                | 1,344.05             | 35,155.95       | 96%     |
| 20215100       | Mechanical System Maint. Ser         | 8,000.00           |                      | -                    | 8,000.00        | 100%    |
| 20215200       | Mechanical System Maint. Sup         | 3,000.00           |                      | -                    | 3,000.00        | 100%    |
| 20216200       | Painting Supplies                    | 1,500.00           |                      | -                    | 1,500.00        | 100%    |
| 20216700       | Plumbing Maint. Service              | 1,000.00           |                      | -                    | 1,000.00        | 100%    |
| 20216800       | Plumbing Maint. Supplies             | 2,300.00           |                      | 54.63                | 2,245.37        | 98%     |
| 20218100       | Irrigation Service                   | 2,000.00           |                      | -                    | 2,000.00        | 100%    |
| 20218200       | Irrigation Supplies                  | 16,000.00          | 5,397.88             | 6,706.03             | 9,293.97        | 58%     |
| 20218500       | Permit Charges                       | 5,000.00           | 200.00               | 200.00               | 4,800.00        | 96%     |
| 20219100       | Electricity                          | 81,000.00          | 11,313.49            | 11,313.49            | 69,686.51       | 86%     |
| 20219200       | Natural Gas / LPG/ Fuel Oil          | 40,000.00          | 232.75               | 1,823.82             | 38,176.18       | 95%     |
| 20219300       | Refuse Collection / Disposal Service | 23,000.00          | 1,633.51             | 3,366.82             | 19,633.18       | 85%     |
| 20219500       | Sewage Disposal Service              | 15,000.00          | 1,075.31             | 2,308.41             | 12,691.59       | 85%     |
| 20219700       | Telephone System                     | 100.00             |                      | -                    | 100.00          | 100%    |
| 20219800       | Water                                | 80,940.00          | 12,937.04            | 20,598.96            | 60,341.04       | 75%     |
| 20219900       | Telephone System Maintenance         | 1,500.00           |                      | -                    | 1,500.00        | 100%    |
| 20220500       | Auto Maintenance Service             | 6,500.00           |                      | -                    | 6,500.00        | 100%    |
| 20220600       | Auto Maintenance Supplies            | 5,600.00           | 328.70               | 682.02               | 4,917.98        | 88%     |
| 20221200       | Construction Equip. Maint. Sup.      | 500.00             |                      | -                    | 500.00          | 100%    |
| 20222600       | Expendable Tools                     | 2,000.00           |                      | 523.60               | 1,476.40        | 74%     |
| 20223600       | Fuel & Lubricants                    | 27,400.00          | 2,161.74             | 4,213.80             | 23,186.20       | 85%     |
| 20227500       | Rent/Lease Equipment                 | 2,200.00           | 354.38               | 354.38               | 1,845.62        | 84%     |
| 20228100       | Shop Equip. Maint. Service           | 1,700.00           |                      | 300.23               | 1,399.77        | 82%     |
| 20228200       | Shop Equip. Maint. Supplies          | 9,000.00           | 57.49                | 335.34               | 8,664.66        | 96%     |
| 20229100       | Other Equip. Maint. Service          | 1,500.00           | 1,966.52             | 1,966.52             | (466.52)        | -31%    |
| 20229200       | Other Equip. Maint. Supplies         | 3,500.00           |                      | -                    | 3,500.00        | 100%    |
| 20231400       | Clothing/Personal Supplies           | 3,700.00           | 78.32                | 78.32                | 3,621.68        | 98%     |
| 20232100       | Custodial Service                    | 0.00               |                      | -                    | 0.00            | #DIV/0! |
| 20232200       | Custodial Supplies                   | 19,000.00          | 1,684.87             | 2,058.86             | 16,941.14       | 89%     |
| 20250500       | Accounting Services                  | 3,500.00           |                      | -                    | 3,500.00        | 100%    |
| 20252500       | Engineering Services                 | 15,100.00          |                      | -                    | 15,100.00       | 100%    |
| 20253100       | Legal Services                       | 5,000.00           |                      | -                    | 5,000.00        | 100%    |
| 20257100       | Security Services                    | 26,000.00          | 1,125.00             | 4,542.00             | 21,458.00       | 83%     |
| 20259100       | Other Professional Services          | 33,000.00          | 281.00               | 562.00               | 32,438.00       | 98%     |
| 20289800       | Other Operating Expenses Sup.        | 16,000.00          | 639.50               | 639.50               | 15,360.50       | 96%     |

| <b>Account Number</b> | <b>Expenditure Account</b>  | <b>Budgeted 2024/2025</b> | <b>Current Expenditures</b> | <b>Expenditures to Date</b> | <b>Funds Available</b> | <b>% Left</b> |
|-----------------------|-----------------------------|---------------------------|-----------------------------|-----------------------------|------------------------|---------------|
|                       | <b>SUB-TOTAL</b>            | <b>654,440.00</b>         | <b>54,174.39</b>            | <b>84,700.70</b>            | <b>569,739.30</b>      | <b>87%</b>    |
| <b>3000</b>           | <b>OTHER CHARGES</b>        |                           |                             |                             |                        |               |
| 30321000              | Interest Expense            | 0.00                      |                             | -                           | 0.00                   | 0%            |
| 30322000              | Bond/Loan Redemption        | 0.00                      |                             | -                           | 0.00                   | 0%            |
| 30345000              | Taxes/Licenses/Assess Trans | 1,300.00                  |                             | 126.19                      | 1,173.81               | 90%           |
|                       | <b>SUB-TOTAL</b>            | <b>1,300.00</b>           | <b>-</b>                    | <b>126.19</b>               | <b>1,173.81</b>        | <b>90%</b>    |
| <b>4000</b>           | <b>FIXED ASSETS</b>         |                           |                             |                             |                        |               |
| 42420200              | Struc. & Improvements       | 230,000.00                |                             | -                           | 230,000.00             | 0%            |
| 43430300              | Equipment                   | 17,500.00                 |                             | -                           | 17,500.00              | 0%            |
|                       | <b>SUB-TOTAL</b>            | <b>247,500.00</b>         | <b>-</b>                    | <b>-</b>                    | <b>247,500.00</b>      | <b>0%</b>     |
|                       | <b>GRAND TOTAL</b>          | <b>903,240.00</b>         | <b>54,174.39</b>            | <b>84,826.89</b>            | <b>818,413.11</b>      | <b>91%</b>    |





**ORANGEVALE RECREATION AND PARK DISTRICT - KENENTH GROVE ASSESSMENT**  
**BUDGET EXPENDITURE DETAIL**  
**FISCAL YEAR 2024/2025**  
**AUGUST 2024**

| Account Number | Expenditure Account                 | Budgeted 2024/2025 | Current Expenditures | Expenditures to Date | Funds Available | % Left     |
|----------------|-------------------------------------|--------------------|----------------------|----------------------|-----------------|------------|
| <b>2000</b>    | <b>SERVICES &amp; SUPPLIES</b>      |                    |                      |                      |                 |            |
| 20200500       | Advertise/Legal Notices             | 400.00             |                      | -                    | 400.00          | 100%       |
| 20207600       | Office Supplies                     | 50.00              |                      | -                    | 50.00           | 100%       |
| 20207602       | Signs                               | 50.00              |                      | -                    | 50.00           | 100%       |
| 20210300       | Agricultural/Horticultural Service  | 2,500.00           | 1,050.00             | 1,050.00             | 1,450.00        | 58%        |
| 20210400       | Agricultural/Horticultural Supplies | 1,500.00           |                      | -                    | 1,500.00        | 100%       |
| 20219800       | Water                               | 850.00             | 111.40               | 175.10               | 674.90          | 79%        |
| 20223600       | Fuel & Lubricants                   | 1,000.00           | 114.76               | 228.76               | 771.24          | 77%        |
| 20250500       | Accounting Services                 | 680.00             |                      | -                    | 680.00          | 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         | 100.00             |                      | -                    | 100.00          | 100%       |
| 20289900       | Other Operating Exp - Services      | 320.00             |                      | -                    | 320.00          | 100%       |
| 20291500       | COMPASS Costs                       | 100.00             |                      | -                    | 100.00          | 100%       |
| 20296200       | GS Parking Charges                  | 0.00               |                      | -                    | 0.00            |            |
|                | <b>SUB-TOTAL</b>                    | <b>8,650.00</b>    | <b>1,276.16</b>      | <b>1,453.86</b>      | <b>7,196.14</b> | <b>83%</b> |
| <b>4000</b>    | <b>FIXED ASSETS</b>                 |                    |                      |                      |                 |            |
| 42420200       | Struc. & Improvements               | 0.00               |                      | -                    | 0.00            | 0%         |
|                | <b>SUB-TOTAL</b>                    | <b>0.00</b>        | <b>-</b>             | <b>-</b>             | <b>0.00</b>     | <b>0%</b>  |
|                | <b>GRAND TOTAL</b>                  | <b>8,650.00</b>    | <b>1,276.16</b>      | <b>1,453.86</b>      | <b>7,196.14</b> | <b>83%</b> |



# ORANGEVALE RECREATION & PARK DISTRICT

## Minutes of Recreation Committee Meeting Thursday, September 5, 2024 1:30pm

A Regular Meeting of the Board of Directors of the Orangevale Recreation & Park District Recreation Committee was held on September 5, 2024 at the District Office. Director Stickney called the meeting to order at 1:30pm.

Directors present: Stickney, Montes  
Directors absent:  
Staff present: Jason Bain, Recreation Supervisor II  
Melyssa Woodford, Admin. Services Supervisor

### 1. CALL TO ORDER

2. PUBLIC DISCUSSION No one wished to address the Committee during public discussion.

3. UNFINISHED BUSINESS None discussed.

4. NEW BUSINESS A. Review applications for upcoming large special event rentals.

1. Review application by Clipped In for Life to host the Sacramento Cyclocross event at Orangevale Community Park.  
Recreation Committee supports the application to be brought to the Board of Directors for consideration.  
Allow nonprofit rate for 2024 year and adjust rate next year 2025 depending on the status of their nonprofit. Consider a partnership for this event in the future. Verify the path is away from the railroad signage recently added to the park. Verify music will end at dusk to respect the neighboring community.
2. Review application by All Events Management Group to host the Orangevale Rural Roots event at Orangevale Community Park.  
Recreation Committee supports the application to be brought to the Board of Directors for consideration.  
Change rental end time to reflect 7pm.
3. Review application by All Events Management Group to host the Orangevale Summer Palooza event at Orangevale Community Park.  
Recreation Committee supports the application to be brought to the Board of Directors for consideration.

- B. New Community Co-Sponsorship: Holiday Toy Program.  
Recreation Committee supports the co-sponsorship of this event to benefit the community.
- C. Community Partnership Rate: Discuss options for creating fees for 2025.  
Committee agreed to have further discussion at the time the 2025 Facility Fees are discussed.
- D. Discussion of Printed Communication: Activity Guide and Measure L flyer.  
Activity Guide was discussed regarding finding money saving options and further ways to lower the cost. Staff commented community members have shared their appreciation of having the guide in their mailbox again.
- E. Discussion of Orangevale Chamber of Commerce Bands and Brews.  
Committee directed staff to have adequate security, with a minimum of two security officers.

**14. DIRECTOR AND STAFF COMMENTS**

None

**15. ITEMS FOR NEXT AGENDA**

Discussion of the Facility Fee Schedule for 2025.

**18. ADJOURNMENT**

With no further business to discuss, the Recreation Committee Meeting of the Board of Directors was adjourned at 2:26 pm.

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Mike Stickney, Chairperson

# STAFF REPORT



DATE: 09-26-24

TO: Board of Directors

FROM: District Administrator

**SUBJECT: MONTHLY ACTIVITY REPORT – AUGUST 2024**

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## **ADMINISTRATION**

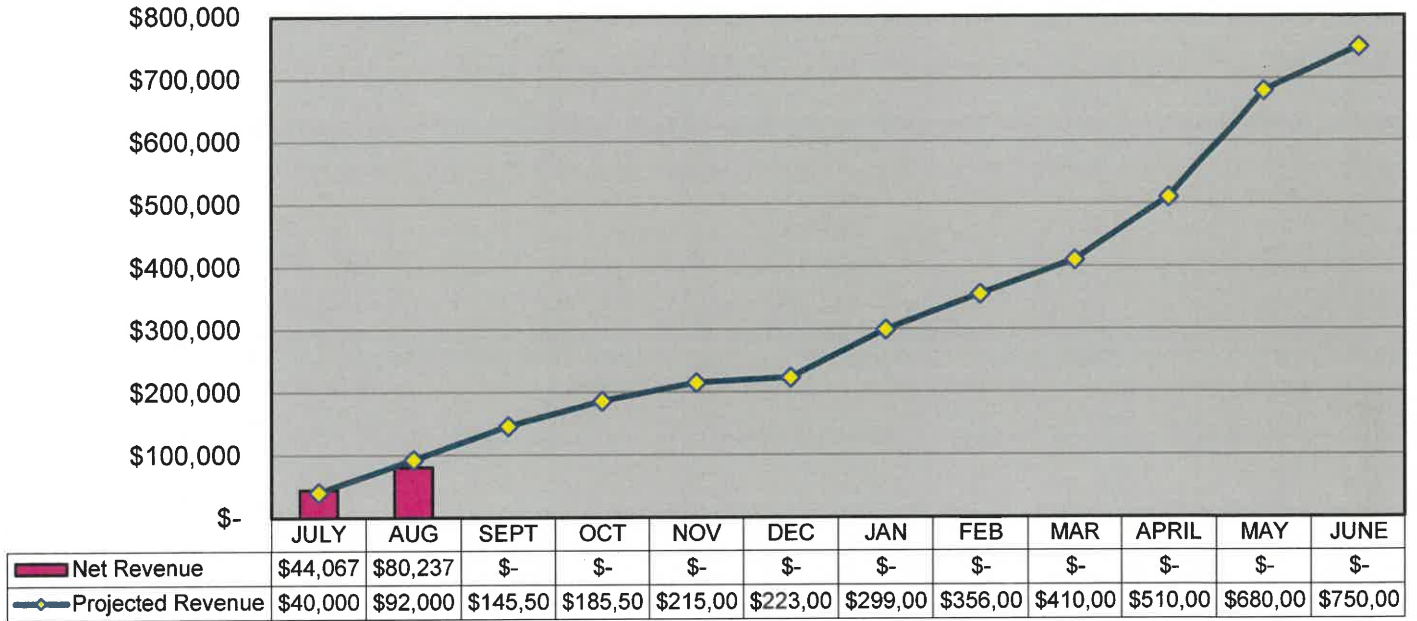
- Admin Herz, Coordinators Kimberly Vickers and Andrew Gross attended a virtual JEDI Round Table Discussion through CPRS that focused on equity in recreation programming.
- Admin Herz, Supervisor II Bain and Supervisor Woodford attended the MMANC 2024 Summer Symposium which discussed implementing your innovation or thinking about how to build an improvement culture in your agency.

**RECREATION Monthly Report: 2024**

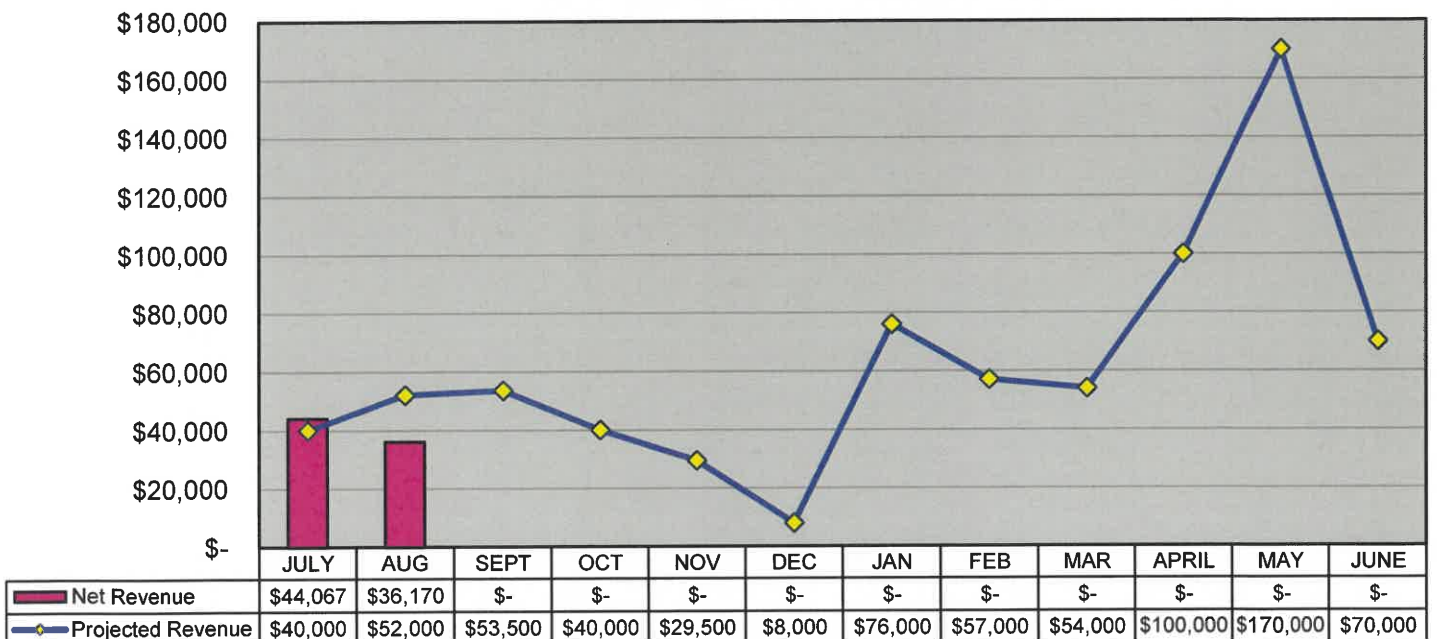
| <b>August</b>                            | <b>Enrollment</b> | <b>Attendance</b> | <b>Gross Revenue</b> |
|--|-------------------|-------------------|----------------------|
| <b>Active Adults</b>                     |                   |                   |                      |
| Bridge                                   | 46                |                   | \$ 92.00             |
| Informational Seminar                    |                   | 3                 |                      |
| Mid Day Movie                            |                   | 8                 |                      |
| M.O.V.E. Bingo                           |                   | 21                |                      |
| <b>Active Adults Sub Total</b>           | <b>46</b>         | <b>32</b>         | <b>\$ 92.00</b>      |
| <b>Aquatics</b>                          |                   |                   |                      |
| Learn to kayak Lake & Calm Waters        | 2                 |                   | \$ 178.00            |
| Fall Swim Clinic                         | 68                |                   | \$ 5,418.00          |
|  | <b>70</b>         | <b>0</b>          | <b>\$ 5,596.00</b>   |
| <b>Classes</b>                           |                   |                   |                      |
| COBRA - Teen & College Safety            | 5                 |                   | \$ 375.00            |
| Internet Drivers Education               | 5                 |                   | \$ 145.00            |
| RTI - Active Violence Emergency Response | 2                 |                   | \$ 140.00            |
| RTI - Child and Babysitting Safety       | 1                 |                   | \$ 60.00             |
| Ukulele Fretters                         | 21                |                   | \$ 21.00             |
| <b>Classes Sub Total</b>                 | <b>34</b>         | <b>0</b>          | <b>\$ 741.00</b>     |
| <b>Day Camp</b>                          |                   |                   |                      |
| Session 9                                | 65                |                   | \$ 12,517.00         |
| <b>Day Camp Sub Total</b>                | <b>65</b>         | <b>0</b>          | <b>\$ 12,517.00</b>  |
| <b>Sports &amp; Fitness</b>              |                   |                   |                      |
| Aikido - Family Training                 | 6                 |                   | \$ 570.00            |
| Aikido - Teen/Adult                      | 5                 |                   | \$ 763.00            |
| Aikido - Youth                           | 2                 |                   | \$ 190.00            |
| Gymnastics - Parent Participation        | 3                 |                   | \$ 315.00            |
| Pee Wee Basketball                       | 10                |                   | \$ 676.00            |
| Pilates Reformer                         | 4                 |                   | \$ 360.00            |
| Shotokan Grange Hall Karate              | 2                 |                   | \$ 500.00            |
| Shotokan Youth Center Karate             | 3                 |                   | \$ 750.00            |
| Shotokan Preschool Karate                | 2                 |                   | \$ 470.00            |
| Turns n Tumble Baby Ballet               | 12                |                   | \$ 528.00            |
| Turns n Tumble Pre Ballet                | 7                 |                   | \$ 308.00            |
| Zumbini                                  | 5                 |                   | \$ 200.00            |
| <b>Sports &amp; Fitness Sub Total</b>    | <b>61</b>         | <b>0</b>          | <b>\$ 5,630.00</b>   |
| <b>Trips</b>                             |                   |                   |                      |
| Day Trip Lake Tahoe Scenic Cruise        | 6                 |                   | \$ 1,170.00          |
| <b>Trips Sub Total</b>                   | <b>6</b>          | <b>0</b>          | <b>\$ 1,170.00</b>   |
| <b>GRAND TOTAL</b>                       | <b>282</b>        | <b>32</b>         | <b>\$ 25,746.00</b>  |

**August Gross Revenue Recap** – August OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$36,170 which is \$15,830 below the projected amount. August recreation revenue came in at \$25,501 which is \$6,499 under the projected amount. The August facility revenue came in at \$10,668 which is \$9,332 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 July.*

### 2024-2025 ORPD Recreation & Facility Revenue Net vs Projected - Monthly Cumulative View



### 2024-2025 ORPD Recreation & Facility Revenue Net vs projected - Monthly View





## **PARKS Monthly Report: AUGUST 2024**

### **Park Infrastructure**

- Staff continues conducting monthly playground inspections and makes repairs on site as needed.
- Staff replaced a square deck at Oak and Filbert playground.
- Staff repaired a pool light at the Orangevale Community Pool. The light was remounted to the frame.
- The tennis net was repaired at Pecan tennis courts, a new tennis net strap was installed.
- Staff repaired two sections of fence and replaced a pole to mount the electrical box at the Horse Arena parking lot. The box and the pole appeared to be hit by a vehicle from the parking lot side.
- 16 ft of fence were repaired at Oak and Filbert.
- Staff removed what appeared to be one homeless encampment leftovers from the Streng corridor.

### **Mechanics**

- Staff continues to conduct basic maintenance to small engine equipment and mowers.
- The rototiller shaft to the tractor was replaced by staff.
- The blade spindle was fixed on the ZD331 Kubota trim mower.
- Staff replaced the pump on the chemical sprayer.

### **Park Irrigation**

- Staff fixed a leaking main line at Coleman Park.
- Staff replaced over 30 sprinklers and repaired several others at various parks of the district.
- Two valves were replaced at Oak and Filbert and Youth Center
- Staff repaired the backflow at Coleman Park.
- The drinking fountain at Oak and Filbert was repaired by staff. It was leaking from the actuator valve.
- Nelson and Curtis trenched and installed six new sprinklers at the Horse Arena. The installation happened around the Horse arena and pavilion.
- Staff repaired two laterals, at the Youth Center and Community Center
- Staff installed approx. 75ft of drip irrigation to water 5 trees planted behind Hole 18 basket.
- Staff repaired a leaking toilet at Orangevale Community Park restroom.
- Staff repaired the wire connection to the irrigation controller at Community Center soccer field.
- Horse Arena restroom toilet plumbing was repaired, a toilet was leaking from the valve connection.

### **Park Grounds**

- Staff continues ongoing maintenance at all parks and trails (restrooms, trash, mowing, edging & blowing).
- Staff pruned several trees at various parks of the district.
- Staff pruned a hazardous tree that was overhanging Pecan Avenue.

### **Other Items**

- Staff worked with Easy Stumps on the removal of a large oak tree from Pecan Park.
- Staff coordinated with Baldoni Inc. the start of the driveway project.
  - Staff removed approx. 50ft of fence from the northside of the hill.
  - Staff pruned a tree located where the gravel parking lot was located.
  - Staff replaced and repositioned several sprinklers and the irrigation to isolate the pathway work area.
  - Staff has been meeting with Baldoni Construction on a weekly basis and have inspected the site regularly.

**Fulton-El Camino Park District Police Department**  
**Monthly activity report for: Orangevale Recreation and Park District**  
**Reporting Period: August 1-31, 2024**

**No Report**

# OVparks Photos of Interest: August 2024

Rubber Duck Races



Hot Dog Hoe Down



Rubber Duck Races



Hot Dog Hoe Down



Rec'ing Crew



Driveway Project



Driveway Project



# STAFF REPORT



DATE: 9/26/24

TO: Board of Directors

FROM: Jason Bain, Recreation Supervisor II

**SUBJECT: APPROVAL OF THE AGREEMENT WITH JENNIFER CLAASSEN, WITH CLIPPED IN FOR LIFE, TO RENT ORANGEVALE COMMUNITY PARK FOR A SACRAMENTO CYCLOCROSS EVENT ON OCTOBER 11-12, 2024**

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## **RECOMMENDATION**

Approve the agreement with Jennifer Claassen, with Clipped In For Life, to rent Orangevale Community Park area, with the exception of Shady Oaks Disc Golf Course, for a Sacramento Cyclocross event on October 11-12, 2024

## **BACKGROUND**

Jennifer Claassen, with Clipped in for Life is asking the District to rent the Orangevale Community Park for a Sacramento Cyclocross event for up to 500 people on Saturday October 12, 2024. The Group will set up the day before, on October 11, 2024, with stakes and flags to help mark the course. These flags will not cut off access through the park. On the day of the event the group will have tents, tables, a finish arch, race announcements, intermittent music and an enclosed beer garden for the spectators. The event will be free for the spectators. OVparks has approved this event in 2013 through 2023. The 2024 rental fee for this event is \$847 which covers setup on October 11, 2024, and the event on October 12, 2024.

## **RECOMMENDED MOTION**

I move that we approve the agreement with Jennifer Claassen, with Clipped In For Life, to rent Orangevale Community Park for a Sacramento Cyclocross event on October 11-12, 2024 and authorize the District Administrator to execute the agreement.



# Orangevale Recreation & Park District

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

District Use Only

Permit #: \_\_\_\_\_  
 Appl. Date: \_\_\_\_\_

## SPECIAL EVENT RENTAL APPLICATION & AGREEMENT

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: Clipped In for Life  
 Address: 4818 Golden Foothill Pkwy #4 City/State/Zip: El Dorado Hills, CA 95762  
 Phone #: (916) 905-0965 Email: jclaassen@clippedinforlife.org  
 Sponsoring Organization/Company: Clipped In for Life  
 Authorized Organization Representative: Jennifer Claassen (530) 219-8688

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 #: 85-1335930

Organization Web Site: clippedinforlife.org Organization Email: community@clippedinforlife.org

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

Alternate Contact Name: Clint Claassen Phone: (916) 396-7783 Email: cclaassen@clippedinforlife.org

### 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: Please see attached course map

### EVENT INFORMATION

Event Name: Sacramento Cyclocross

Event Date(s): October 12, 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: 10/11 at 12:00 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm | From: 10/12 at 8:00 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm | From: 10/12 at 4:00 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm |
| To: 10/12 at 8:00 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm    | To: 10/12 at 4:00 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm   | To: 10/12 at 8:00 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm   |

Type of Event:  Concert  Festival  Celebration  Run/Walk  Other Bicycle race

Purpose of Event: A bicycle race that does laps on a 1.5 mile course throughout the park, throughout the day.

Overall Estimated Attendance: 500 total (250 at a time) Daily 500 Adults 400 Children 100

Has this event been produced before?  Yes  No If yes, previous attendance: 383 racers, 100 spectators

If yes, list previous name, date and location of event: 8 locations/year since 2014 (including Orangevale Park)

**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. Cyclocross is a bicycling event where course is comprised of all types of surfaces - pavement, grass, gravel, sand, etc. The course is ridden on bicycles that look similar to road bikes, but have dirt tires and different brakes. The course is taped off using temporary plastic "step-in" posts with safety tape along the length. Races are run throughout the day and riders do as many laps as they can during the specified time period. (e.g. Beginners do laps for 30 minutes, experts do laps for 60 minutes, etc.) We offer a free kids race in the middle of the day.

How does the community of Orangevale benefit from this event? It is a family-friendly, exciting sport to watch. It's easy for people to participate and families enjoy seeing their loved ones come by multiple times during the race. Many of our racers live in Orangevale, Folsom, Citrus Heights, and Fair Oaks, and they enjoy being able to compete close to home.

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

If public, please give name, phone number and website for public event information: www.saccyclocross.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: Race entry is up to \$50 for adults, \$30 for juniors, and free for young kids. Spectating is free!

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 # \_\_\_\_\_

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

If yes, please list the timeframe alcohol will be served \_\_\_\_\_

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

If yes, please list Tents, tables, and equipment to register/chip time the racers. Step-in stakes for the course.

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

## SUPPLEMENTAL SPECIAL USE APPLICATION

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

**EVENT NAME:** Sacramento Cyclocross

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

|        |                             |                              |                            |                         |
|--------|-----------------------------|------------------------------|----------------------------|-------------------------|
| Day 1: | Day of Week <u>Friday</u>   | Date <u>October 11, 2024</u> | Start Time <u>12:00 pm</u> | End Time <u>7:00 pm</u> |
| Day 2: | Day of Week <u>Saturday</u> | Date <u>October 12, 2024</u> | Start Time <u>5:30 am</u>  | End Time <u>8:00 am</u> |

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

|        |                             |                              |                           |                         |
|--------|-----------------------------|------------------------------|---------------------------|-------------------------|
| Day 1: | Day of Week <u>Saturday</u> | Date <u>October 12, 2024</u> | Start Time <u>8:00 am</u> | End Time <u>4:00 pm</u> |
| 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 <u>Saturday</u> | Date <u>October 12, 2024</u> | Start Time <u>4:00 pm</u> | End Time <u>8:00 pm</u> |
| 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**

- |  |   |
|--|---|
| <input type="checkbox"/> Amplified Music – Live                | Hours – Start _____ End _____                   |
| <input checked="" type="checkbox"/> Amplified Music – Recorded | Hours – Start <u>8:00 am</u> End <u>6:00 pm</u> |
| <input type="checkbox"/> Carnival Booths/Rides                 | Hours – Start _____ End _____                   |
| <input type="checkbox"/> Other _____                           | Hours – Start _____ End _____                   |

**Sporting Activities**

- |   |   |
|---|---|
| <input type="checkbox"/> Type <u>Bicycle race</u> | Hours – Start <u>8:00 am</u> End <u>4:00 pm</u> |
| <input type="checkbox"/> 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.*

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Stage(s)   | <input type="checkbox"/> Dance Floor(s)                | <input type="checkbox"/> Portable Seating                      |
| <input checked="" type="checkbox"/> Fencing   | <input checked="" type="checkbox"/> Tents & Canopies   | <input checked="" type="checkbox"/> Portable Hand Wash Station |
| <input checked="" type="checkbox"/> Electrical Generators   | <input checked="" type="checkbox"/> Portable Restrooms | <input type="checkbox"/> Other _____                           |
| <input type="checkbox"/> Animals on event grounds – Petting zoo, pony rides, horses, etc Explain: _____   |  |  |
| <input type="checkbox"/> Vehicles on event grounds – car show, etc Explain: _____   |  |  |
| <input type="checkbox"/> I request overnight camping. Explain: _____  |  |  |
| <input checked="" type="checkbox"/> Public Address, Microphone, Loud Speaker(s) <u>4 speakers, pointed away from houses for announcements and music</u> |  |  |
| <input checked="" type="checkbox"/> I request access to an Orangevale Recreation & Park District <u>water</u> source                                    |  |  |
| <input type="checkbox"/> I request access to an Orangevale Recreation & Park District <u>electric</u> 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.

### RECEIPT OF DISTRICT REQUIREMENTS AND FACILITY USE AGREEMENT

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

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

#### IC **INDEMNIFICATION:**

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



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

JCC **INSURANCE REQUIREMENTS:**

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

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

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

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

JCC **COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS:**

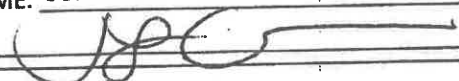
Applicant shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings. The Applicant agrees to abide by all applicable local, federal, and state accessibility standards and regulations. The Applicant further agrees that it is solely responsible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

JCC **FORCE MAJEURE:**

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

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

APPLICANT PRINTED NAME: Jennifer Claassen

APPLICANT SIGNATURE:  DATE: 6/26/24

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

## **Sacramento Cyclocross**

### **Additional information for special event permit October 12, 2024**

#### **Insurance**

We carry a \$2m aggregate, \$1m per occurrence liability policy for our races. We will provide a certificate of insurance listing the following as additionally insured on our policy:

Orangevale Parks and Recreation Department  
6826 Hazel Avenue  
Orangevale, CA 95662

We will also provide an endorsement page.

#### **Alcohol Management Plan**

We would like to have a beer garden.

We are a 501(c)3 non-profit and therefore are eligible to purchase the necessary Daily License from the California Department of Alcoholic Beverage Control (ABC). We will have a \$1m liquor liability policy. We will have a designated staff person in charge of serving the beer and confirming ages. We will accept cash, or allow people to buy a beer ticket at our registration tent using a credit card.

Bike Dog Brewery ([www.bikedogbrewing.com](http://www.bikedogbrewing.com)) is our beer sponsor.

A licensed food truck will have food available for purchase.

The focus of the event is bicycle racing and the beer garden just is a place to debrief and connect with friends after your race. We will have six or more races throughout the day, so the attendance in the beer garden is also staggered. After racing hard, people consume one (two at most!) beers, along with post-race food.

#### **Parking and Traffic Management Plan**

Racers will be asked to park in the following locations:

- 1.) The parking lot near the corner of Filbert Avenue and Oak Avenue (east-northeast part of the park)
- 2.) The dirt lot near the corner of Oak Avenue and Filbert Avenue (north-northeast part of the park)
- 3.) The parking lot off of Hazel Avenue (west side of the park)
- 4.) Casa Robles high school

Racers will be specifically instructed NOT to park on residential streets out of respect for neighbors. These instructions will be on the race website ([www.saccyclocross.com](http://www.saccyclocross.com)) and included in the pre-race email that goes out to all potential athletes.

#### **Sanitation, Waste & Utility Plan**

We will have trash bags available and will take responsibility for removing all the trash when we leave.

We will bring in four portable toilets and a handwashing station to be placed as close to the Registration area as possible.

#### **Staffing Plan**

We have a core staff of approximately 15 people that work at Clipped In for Life events, and are very familiar with what to expect at our events. In addition, we partner with a local bike shop to provide additional volunteers to help with set-up / clean-up, course marshal duties, etc.

**Emergency and Safety Plan**

We hire Versacare EMS (<http://versacare-ems.com>) to provide first-on-scene medical services to both racers and spectators if the need arises. Their staff is qualified to decide when additional emergency services may be needed, and they act as the main point of contact for those situations. In all the races we have done, there has never been a need for security; however, we will call the police if need be. There are designated sections of the race course that allow for pedestrians to cross. Any/all disabled persons will have access to the park as they would any other day.

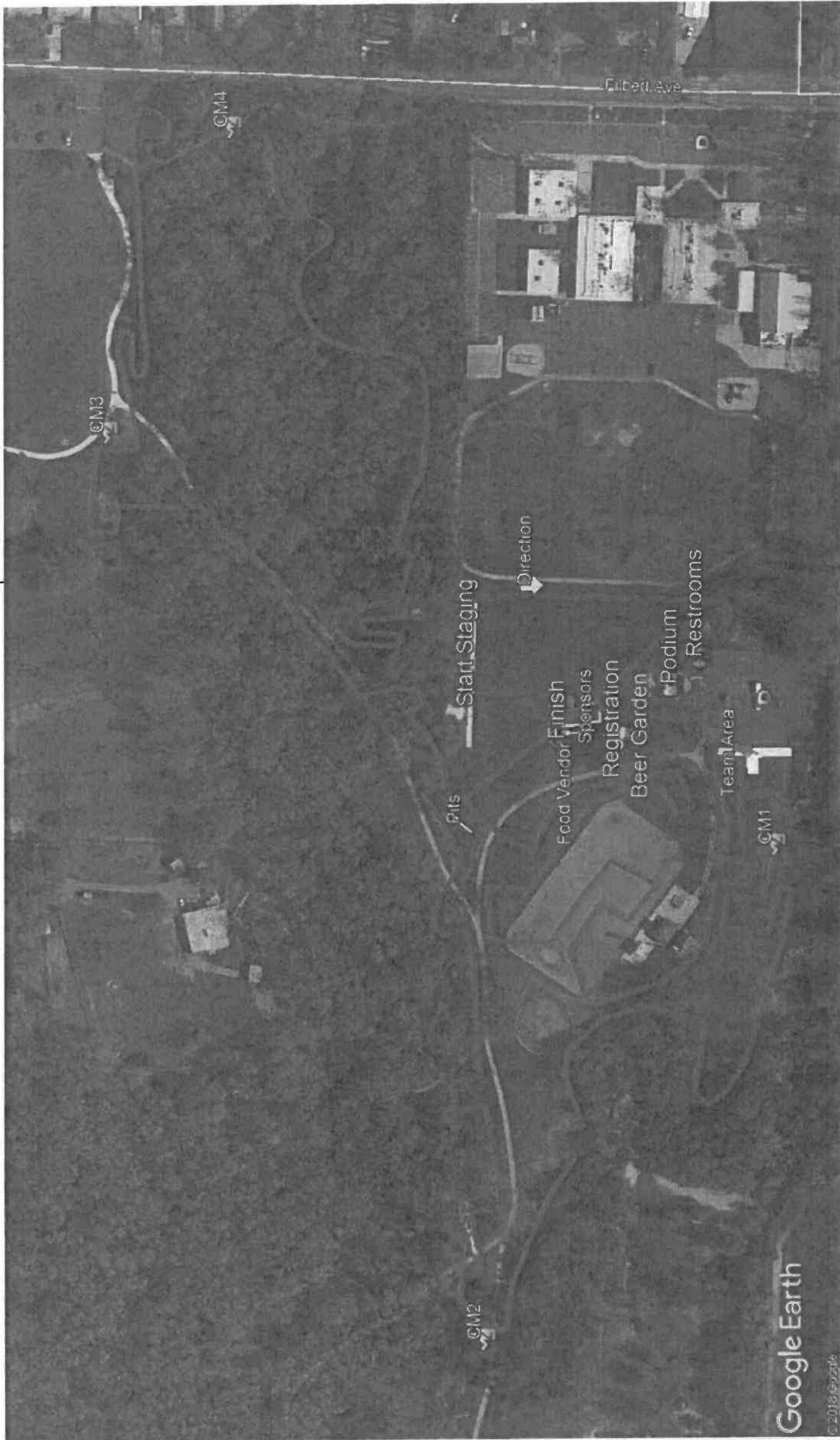
**Event Marketing Plan**

We rely on posters in bike shops, our race website ([www.saccyclocross.com](http://www.saccyclocross.com)), and social media to promote our event. We have a very targeted market (competitive cyclists who want to race this specific discipline of cycling), so there is no need for mass marketing on radio, tv, etc.

**Notification Plan**

We do not have a notification plan because our event is completely contained within the confines of Orangevale Park.

6/15/15





## Orangevale Recreation & Park District

6826 Hazel Avenue

Orangevale, CA 95662

Phone: (916) 988-4373 Fax: (916) 988-3496 [info@ovparks.com](mailto:info@ovparks.com)

### SPECIAL USE PERMIT AGREEMENT

This Agreement is made and entered into this **26th day of September, 2024** by and between Orangevale Recreation & 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 **Jennifer Claassen, with Clipped In For Life**, 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 a community special event for the public on **Saturday, October 12, 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 **Clipped In For Life Cyclocross Bicycle Race on Saturday, October 12, 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 **Friday, October 11, 2024 at 12 p.m.** and is required to complete Event take-down and cleanup by **Saturday, October 12, 2024 at 8:00 p.m.** Permittee is required to coordinate all activities with the District. Permittee agrees that the security deposit will be forfeited if Permittee fails to complete all cleanup of the Property by **Saturday, October 12, 2024 at 8:00 p.m.**

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

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

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

### NATURE OF THE INTEREST GRANTED

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

### FEES

3. In consideration for the use of the Property as provided for herein, Permittee shall pay to the District a security deposit of **five hundred dollars (\$500.00)** (the "Deposit") no later than **Friday, September 25, 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. The District shall provide a detailed itemized list of all deductions from the Deposit to the Permittee.

As further consideration for the use of the Property, Permittee shall pay to the District a rental fee of **eight hundred forty seven dollars (\$847.00)** (the "Rental Fee") no later than **Friday, September 27, 2024**. Rental Fee is based on \$185 for day of use October 11<sup>th</sup> 2024 and \$662 for set up October 12, 2024.

Cancellations of reservations will be subject to the following conditions and fees:

- More than 60 days in advance, the District will retain 25% of rental fee.
- 30-60 days in advance, the District will retain 50% of rental fee.
- Less than 30 days in advance, the District will retain 100% of rental fee.
- The District will not retain the Deposit for advanced cancellations.

A written statement of cancellations must be made before any refunds will be processed. Refunds for cancellations and/or deposits take approximately four (4) weeks for processing. In

case of emergency, Orangevale Recreation & Park District reserves the right to cancel a scheduled event without liability. Full refunds will be made if cancellation is necessary. Priority shall be given to any event so cancelled

#### **CHARGES BY PERMITTEE**

4. Permittee shall have the right to charge admission to members of the public desiring to attend the Event in 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 **NOT** furnish Permittee with electrical and/or water usage.
- c. District shall ensure that at least one (1) staff member will be available within a thirty (30) minute response time to assist with park maintenance emergencies throughout the set-up and for the duration of the event.
- d. District shall adjust all irrigation settings for the Property authorized for use by Permittee to accommodate the event.
- e. District shall refer all participant inquiries for the Event to Permittee.

#### **OBLIGATIONS OF PERMITTEE**

6. Permittee understands and agrees to do the following:
- a. Permittee shall attend a pre-event inspection walk-through which will take place on **Friday, October 11, 2024** with the District's representatives and the post-event inspection walk-through that will take place on **Monday, October 14, 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 seven business (7) days from the Event's final walk-through on **Monday, October 21, 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 **fifteen (5) days** after the approval of the rental application for review by the District.

Any District feedback on the layout for the Event shall be given no later than thirty (30) days from the approval of the rental application. 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 **two (2) weeks 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 **thirty (30) days** prior to the event. The plan to accommodate this section shall be submitted to the District for approval no later than **thirty (30) days** prior to the event. 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 shall be 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 **thirty (30) days** prior to the Event. Such notification shall be by mail or personal delivery. Permittee shall provide District with written proof that such notifications have been made.

k. 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.

l. 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.

m. 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.

n. 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.

o. 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. 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 & Park District  
6826 Hazel Avenue  
Orangevale, CA 95662

**Jennifer Claassen/Clipped In Races**  
**4818 Golden Foothill Parkway, Suite 4**  
**El Dorado Hills, CA 95762**

**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.

By \_\_\_\_\_  
District Administrator

By \_\_\_\_\_  
Jennifer Claassen Clipped in for Life

# STAFF REPORT



DATE: 9-26-24

TO: Board of Directors

FROM: Jason Bain, Recreation Supervisor II

**SUBJECT: APPROVAL OF THE AGREEMENT WITH ALL EVENTS MANAGEMENT GROUP AND THE WOMEN VETERANS GIVING, INC. TO HOLD ORANGEVALE RURAL ROOTS CONCERT SPECIAL EVENT IN ORANGEVALE COMMUNITY PARK ON MAY 10, 2025**

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## **RECOMMENDATION**

Approve the Agreement with All Events Management Group and the Women Veterans Giving Inc. to utilize the Orangevale Community Park on Saturday May 10, 2025 to hold their Special Event: Orangevale Rural Roots concert.

## **BACKGROUND**

Lisa Montes, President of All Events Management Group, Inc. along with the Women Veterans Giving, Inc., has submitted a special event rental application to use Orangevale Community Park for the Orangevale Rural Roots concert. The event will be held on Saturday, May 10, 2025 from 2 p.m. to 8 p.m.

This event will host live music, food, and alcoholic beverages contained within a fenced area. The event will raise money and awareness for local area nonprofits including women veterans. The Rental fee for the event is \$847 which covers Setup on May 9, 2025, and the event on May 10, 2025

## **RECOMMENDED MOTION**

I move we approve the agreement with All Events Management Group and the Women Veterans Giving Inc. to use Orangevale Community Park for their Special Event: Orangevale Rural Roots concert on Saturday May 10, 2025, and authorize the District Administrator to execute the agreement.



# Orangevale Recreation & Park District

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

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

## SPECIAL EVENT RENTAL APPLICATION & AGREEMENT

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: P O BOX 2051 City/State/Zip: Orangevale CA 95662

Phone #: 9165326069 Email: Lisa@LisaMontes.net

Sponsoring Organization/Company: All Events Management Group/Women Veterans Giving

Authorized Organization Representative: Lisa Montes, Melissa Washington, or Vanessa Kinch

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 #: CT0258188 FEID -82-3266262

Organization Web Site: not built yet Organization Email: Lisa@alleventsplus.net

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

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

### FACILITY REQUESTED

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

Other Facility: Same area needed as Summer Palooza

### EVENT INFORMATION

Event Name: Orangevale Rural Roots

Event Date(s): May 10 2025 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:       | May 9 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm | From:      | May 10 2 pm <input type="checkbox"/> am <input checked="" type="checkbox"/> pm  | From:         | May 11 9 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm    |
| To:         | May 9 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm | To:        | May 10 10 pm <input type="checkbox"/> am <input checked="" type="checkbox"/> pm | To:           | May 11 3 pm <input checked="" type="checkbox"/> am <input type="checkbox"/> pm |

Type of Event:  Concert  Festival  Celebration  Run/Walk  Other \_\_\_\_\_

Purpose of Event: To bring commerce to the community and raise money for Women Veterans and other groups

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: \_\_\_\_\_



### 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 Rural Roots

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

Day 1: Day of Week Friday Date May 9th Start Time 2 pm End Time 7 pm  
 Day 2: Day of Week \_\_\_\_\_ Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_

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

Day 1: Day of Week SAT Date May 10 Start Time 2 pm End Time 10 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 SUN Date MAY 9 Start Time 9 am End Time 3 pm  
 Day 2: Day of Week \_\_\_\_\_ Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_

**EVENT SITE PLAN/MAP**

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

**EVENT ACTIVITY PLAN**

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

**Entertainment**

- Amplified Music – Live Hours – Start 2 pm End 10 pm
- Amplified Music – Recorded Hours – Start 2 pm End 10 pm
- Carnival Booths/Rides Hours – Start \_\_\_\_\_ End \_\_\_\_\_
- Other \_\_\_\_\_ Hours – Start \_\_\_\_\_ End \_\_\_\_\_

**Sporting Activities**

- Type \_\_\_\_\_ Hours – Start \_\_\_\_\_ End \_\_\_\_\_
- Type \_\_\_\_\_ Hours – Start \_\_\_\_\_ End \_\_\_\_\_

**Vendors**

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

**Equipment**

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

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

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

**LMM INSURANCE REQUIREMENTS:**

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

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

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

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

**LMM COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS:**

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

**LMM FORCE MAJEURE:**

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

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

APPLICANT PRINTED NAME: Lisa Montes

APPLICANT SIGNATURE: *Lisa Montes* DATE: May 3 2024

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



## Orangevale Recreation & Park District

6826 Hazel Avenue

Orangevale, CA 95662

Phone: (916) 988-4373 Fax: (916) 988-3496 [info@ovparks.com](mailto:info@ovparks.com)

### SPECIAL USE PERMIT AGREEMENT

This Agreement is made and entered into this 26<sup>th</sup> day of September 2024, 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 Rural Roots Concert**, community special event for the public on May 10, 2025

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 Rural Roots Concert May 10, 2025 (the “Event”) for attendance by the general public. Permittee shall also have exclusive use of the areas of the Property outlined in the Application for Use of Facilities (the “Application”), a copy of which is to be completed and attached hereto as Exhibit A and incorporated herein by this reference. Permittee shall have the right to impose reasonable rules and regulations to be observed by the general public to ensure the safety of the participants at said Event. Permittee agrees to comply with all District rules, regulations, and policies with respect to the use of the Property. Permittee is authorized to begin Event setup on Friday, May 9, 2025, and is required to complete Event take-down and cleanup by Sunday, May 11, 2025, 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 Sunday, May 11, 2025, at 5:00 p.m.

Permittee shall be entitled to authorize the use of tents, camper trucks and trailers

by exhibitors, concessionaires, and Permittee's officials from May 9 – May 11, 2025, in an area designated by Permittee and the District. Permittee shall cause the removal of any camper, truck, trailer and/or tents from the designated area and the Property no later than May 11, 2025, 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 February 10, 2025, 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 eight hundred forty seven dollars (**\$847**) (the “Rental Fee”) no later than February 10, 2025.

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 on May10, 2025 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 Thursday, May 8, 2025, with the District's representatives and the post-event inspection walk-through that will take place on Monday, May 12, 2025 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, May 12, 2025. Permittee will have the opportunity to make the necessary repairs outlined by the District in a time frame approved by the District.

c. Permittee shall provide District with a proposed layout for the Event no later than March 10, 2025, for review by the District. Any feedback on the layout for the Event shall be given no later than March 14, 2025. 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 Monday, March 10, 2025. Permittee agrees to provide the necessary number of portable restrooms as specified by the County of Sacramento Environmental Management Department. Permittee shall provide for stocking and cleaning of each portable restroom on an hourly basis during the event and pumping of portable restrooms that meets the County of Sacramento Environmental Management Department requirements and any other laws, rules and/or regulations.

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

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

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

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

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

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

### **INDEMNIFICATION**

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

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

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



## INSURANCE

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

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

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

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

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

By execution of this Agreement, Permittee certifies as follows:

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

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

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

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

### **ASSIGNMENT OF AGREEMENT**

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

### **DEFAULT**

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

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

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

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

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

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

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

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

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

### **HAZARDOUS SUBSTANCES**

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

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

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

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

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

### **CANCELLATION BY PERMITTEE**

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

## **INCLEMENT WEATHER POLICY**

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

## **NOTICE**

18. Service of Notice.

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

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

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

## **NEGATION OF PARTNERSHIP**

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

## **WAIVER**

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

**MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

**ORANGEVALE RECREATION AND  
PARK DISTRICT**

**ALL Events Management Group**

By \_\_\_\_\_  
District Administrator

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

# STAFF REPORT



DATE: 9/26/24

TO: Board of Directors

FROM: Jason Bain, Recreation Supervisor II

**SUBJECT: APPROVAL OF THE AGREEMENT WITH THE ALL EVENTS MANAGEMENT GROUP TO HOLD ORANGEVALE SUMMER PALOOZA EVENT IN ORANGEVALE COMMUNITY PARK ON JUNE 6 - 8, 2025**

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## **RECOMMENDATION**

Approve the agreement with All Events Management Group to hold Orangevale Summer Palooza in Orangevale Community Park on June 6 - 8, 2025.

## **BACKGROUND**

Lisa Montes from AEMG, Inc. submitted a special event application to hold Orangevale Summer Palooza at the Orangevale Community Park. This event is looking to bring back the spirit of the Orangevale Town Fair, bringing back live entertainment, carnival, vendors and exhibitors. The location of the event is the same location as the Orangevale Town Fair using the horse arena, pavilion and grass area. The event is going to be held a week earlier than in previous years.

## **RECOMMENDED MOTION**

I move we approve the Agreement with All Events Management Group to hold Orangevale Summer Palooza in Orangevale Community Park on June 6 - 8, 2025 and authorize the District Administrator to execute the agreement.



BY: .....  
**Orangevale Recreation & Park District**  
 6826 Hazel Avenue Orangevale, CA 95662  
 Phone (916) 988-4373 \* Fax (916) 988-3496 \* info@ovparks.com  
**SPECIAL EVENT RENTAL APPLICATION**

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 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 13-15 2025 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: 6.08.25 8am <input checked="" type="checkbox"/> am <input type="checkbox"/> pm | From: 6.13.25 4pm <input type="checkbox"/> am <input checked="" type="checkbox"/> pm | From: 6.15.25 8pm <input type="checkbox"/> am <input checked="" type="checkbox"/> pm |
| To: 6.16.25 3pm <input type="checkbox"/> am <input checked="" type="checkbox"/> pm   | To: 6.15.25 8pm <input type="checkbox"/> am <input checked="" type="checkbox"/> pm   | To: 6.16.25 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 service and non profits

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, 2024

**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 Specialtiy. 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 ecomonic 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 \$3-4 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: 8.29.2024

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



## 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 2025

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

|                                  |                          |                       |                      |
|----------------------------------|--------------------------|-----------------------|----------------------|
| Day 1: Day of Week <u>Sunday</u> | Date <u>June 8, 2025</u> | Start Time <u>1pm</u> | End Time <u>to</u>   |
| Day 2: Day of Week <u>Friday</u> | Date <u>June 13 2025</u> | Start Time _____      | End Time <u>2 pm</u> |

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

|                                    |                          |                        |                       |
|------------------------------------|--------------------------|------------------------|-----------------------|
| Day 1: Day of Week <u>Friday</u>   | Date <u>June 13 2025</u> | Start Time <u>4 pm</u> | End Time <u>10 pm</u> |
| Day 2: Day of Week <u>Saturday</u> | Date <u>June 14 2025</u> | Start Time <u>2 pm</u> | End Time <u>10 pm</u> |
| Day 3: Day of Week <u>Sunday</u>   | Date <u>June 15 2025</u> | Start Time <u>2 pm</u> | End Time <u>8 pm</u>  |
| 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 <u>Sunday</u> | Date <u>June 15 2025</u> | Start Time <u>8pm</u> | End Time <u>to</u>  |
| Day 2: Day of Week <u>Monday</u> | Date <u>June 16 2025</u> | Start Time _____      | End Time <u>3pm</u> |

### **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**

- |  |                           |                  |
|--|---------------------------|------------------|
| <input checked="" type="checkbox"/> Amplified Music – Live     | Hours – Start <u>4 pm</u> | End <u>10 pm</u> |
| <input checked="" type="checkbox"/> Amplified Music – Recorded | Hours – Start <u>2 pm</u> | End <u>10 pm</u> |
| <input checked="" type="checkbox"/> Carnival Booths/Rides      | Hours – Start <u>2 pm</u> | End <u>8 pm</u>  |
| <input type="checkbox"/> Other _____                           | Hours – Start _____       | End _____        |

**Sporting Activities**

- |  |                           |                 |
|--|---------------------------|-----------------|
| <input checked="" type="checkbox"/> Type <u>Horse Show</u> | Hours – Start <u>2 pm</u> | End <u>6 pm</u> |
| <input type="checkbox"/> Type <u>Corn Hole Tournament</u>  | Hours – Start <u>2am</u>  | End <u>6pm</u>  |

**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.

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

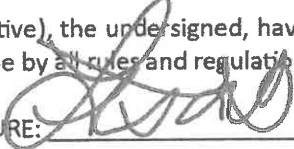
**NOTIFICATION PLAN**

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: 8.29.2024

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

**Submit**



## Orangevale Recreation & Park District

6826 Hazel Avenue

Orangevale, CA 95662

Phone: (916) 988-4373 Fax: (916) 988-3496 [info@ovparks.com](mailto:info@ovparks.com)

### SPECIAL USE PERMIT AGREEMENT

This Agreement is made and entered into this 26<sup>th</sup> day of September 2024, 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 6 – June 8, 2025

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 6 – June 8, 2025 (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 1, 2025, and is required to complete Event take-down and cleanup by Monday, June 9, 2025, 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 9, 2025, 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 1 – June 9, 2025, 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 9, 2025, at 5:00 p.m. Under no circumstances shall Permittee and/or Permittee's exhibitors, concessionaires and/or officials have an open fire (wood fire, bonfire, campfire) on District property unless specifically authorized by the District in writing. In the event an open fire is made, Permittee shall cause the person and/or persons responsible to leave the Property immediately. Permittee shall assume responsibility for any and all injuries and/or damages which occurs and/or arises from the activities authorized under this Paragraph. District shall not assume any liability to Permittee, and/or any other person as a result of the activities authorized by this Paragraph. Permittee shall be responsible for notifying any and all exhibitors, concessionaires, agents and/or officials that District shall have no liability for any and all injuries and/or damages which occur on the Property. Permittee shall require any person wanting to utilize the Property for camping purposes as authorized by this paragraph to sign a waiver in the form to be provided by District, the original of which shall be provided to District. Permittee understands and agrees that it assumes any and all liability for any personal injury and/or damages resulting from the use of the Property as provided for herein.

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

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

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

#### **NATURE OF THE INTEREST GRANTED**

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

#### **FEES**

3. In consideration for the use of the Property as provided for herein, Permittee shall pay to the District a security deposit of five hundred dollars (**\$500.00**) (the "Deposit") no later than March 10, 2025, 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 14, 2025.

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 6 thru June 8, 2025 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, May 30, 2025 with the District's representatives and the post-event inspection walk-through that will take place on Tuesday, June 10, 2025 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 10, 2025. 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 14, 2025 for review by the District. Any feedback on the layout for the Event shall be given no later than April 18, 2025. 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 2, 2025. Permittee agrees to provide the necessary number of portable restrooms as specified by the County of Sacramento Environmental Management Department. Permittee shall provide for stocking and cleaning of each portable restroom on an hourly basis during the event and pumping of portable restrooms that meets the County of Sacramento Environmental Management Department requirements and any other laws, rules and/or regulations.

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

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

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

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

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

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

### **INDEMNIFICATION**

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

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

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



## INSURANCE

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

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

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

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

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

By execution of this Agreement, Permittee certifies as follows:

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

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

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

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

### **ASSIGNMENT OF AGREEMENT**

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

### **DEFAULT**

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

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

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

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

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

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

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

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

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

### **HAZARDOUS SUBSTANCES**

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

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

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

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

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

### **CANCELLATION BY PERMITTEE**

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

## **INCLEMENT WEATHER POLICY**

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

## **NOTICE**

18. Service of Notice.

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

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

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

## **NEGATION OF PARTNERSHIP**

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

## **WAIVER**

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

**MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

**ORANGEVALE RECREATION AND  
PARK DISTRICT**

**ALL Events Management Group**

By \_\_\_\_\_  
District Administrator

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

## AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 9<sup>th</sup> day of September 2024, by and between ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as “District” and Greg Foell, hereinafter referred to as “Consultant.”

### RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. District desires to engage the professional services of Consultant to perform such professional services as are specified in Scope of Services below.
- B. Consultant agrees to provide such services to District in accordance with the terms and conditions of this Agreement, and represents and warrants to District that Consultant possesses the necessary licenses, skills, qualifications, personnel and equipment to provide such services, all for the benefit of District.
- C. The performance of such professional services by Consultant has been determined by District to be in the public interest.

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, District and Consultant agree as follows:

#### 1. **Scope of Services.**

District engages the services of Consultant as an independent contractor to conduct, on behalf of the District, professional services consisting of duties as an interim District Administrator including preparing board packets, attending project meetings, issuing correspondence, communicating and giving direction to District staff and other duties as assigned by the Orangevale Recreation and Park District Board of Directors.

Consultant shall (a) provide all labor, equipment, material, supplies, licenses, advice, consultation, analysis, administration, and preparation of policies, procedures and documents required or necessary to properly, competently and completely perform the Work provided by this Agreement; (b) determine the method, details and means of performing the Work provided by this Agreement; and (c) perform the Work provided by this Agreement in a manner commensurate with the highest professional standards of qualified and experienced personnel in Consultant’s field.

**2. Payment.**

A. In consideration for the services to be performed by Consultant, District agrees to pay Consultant the amount of \$60.00 per hour not to exceed \$5,000.00. Additional costs for auto mileage will be paid at the County of Sacramento mileage reimbursement rate per mile.

Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in by this Agreement unless agreed to and approved in advance by the Board of Directors and/or the District Administrator of District in writing.

Payment of compensation shall be paid by District within thirty (30) business days after receipt of an invoice for the Work actually performed which shall specifically describe the details of the Work performed for which compensation is requested, and itemize the actual time expended by Consultant in providing such work. The invoice shall describe the tasks and services performed, the time spent performing such services, the hourly rate charged therefor, and the identity of individuals performing such services for the benefit of District. The invoice shall also include a detailed itemization of mileage expenses incurred for which reimbursement is requested.

If the Work is satisfactorily completed and the invoice is accurately computed, then District shall pay the invoice within thirty (30) days of its receipt. There shall be no compensation for extra or additional work or services by Consultant other than those specifically described in Scope of Services, unless approved in advance in writing by the District Administrator of District.

B. Consultant shall properly advise District as soon as reasonably practicable upon gaining knowledge of a condition, event or series of events that may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing in the form of a Change Order for review and approval by the Board of Directors or District Administrator of District. In the event the District orders services added, deleted or reduced, compensation shall likewise be added, deleted or reduced by a fair and reasonable amount and Consultant shall only be compensated for services actually performed. A Change Order must itemize the additional fees and expenses, and if any, District shall pay Consultant for such additional work. District shall have no liability for payment to Consultant for any extra work performed by Consultant that is not documented by a written Change Order executed by the District Administrator or Board of Directors of District.

**3. Term.**

A. This Agreement shall take effect on the above date and shall continue in effect until completion of the Work contemplated by this Agreement to the satisfaction of District unless sooner terminated because of either of the following: (1) Consultant fails to

perform the Work as diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work; (2) Consultant shall have failed to complete the Work in accordance with the time frames specified here.

B. Time is of the essence in this Agreement. The reasonable expectation is for the Work to be completed by Consultant on or before October 31, 2024. This time period may be extended by District.

C. This Agreement may be terminated for any or all portions of the Work by either party upon written notice to the other party in the event of a substantial failure of performance by such other party; or if District, by resolution of its Board of Directors, should deem it necessary or desirable to abandon or indefinitely postpone the prosecution of any part or all of the Work.

D. In the event of such abandonment, postponement or default by District, District shall pay to Consultant as full payment for all services performed and all expenses incurred under this Agreement, those amounts specified in a final invoice prepared by Consultant pursuant to the provisions of Section 2 hereof providing a detailed itemization of time spent performing services and expenses incurred for which reimbursement is requested through the date of notification of abandonment or postponement of the Work by District.

E. In the event of default in performance by Consultant, the provisions of Section 5 hereof shall apply.

#### **4. Subcontractors and Subconsultants.**

Consultant may employ other consultants necessary in connection with the performance of the Work with the prior written consent of District. The services of such consultants shall be paid for at Consultant's own expense. Consultant agrees to coordinate the work of any such consultants or engineers retained by Consultant for the Work. It is understood by and between District and Consultant that said consultants shall not be considered employees or agents of District.

#### **5. Default by Consultant.**

If Consultant fails to expeditiously advance the Work, or performs work that does not comply with the requirements of this Agreement, or fails to perform any task or produce any documents required by this Agreement, or is guilty of any other material breach of the terms of this Agreement, District may (1) suspend payment until such time as the default is remedied by Consultant; or (2) by written notice to Consultant terminate Consultant's right to perform all or any portion of the Work. Consultant hereby agrees to pay District all damages sustained as a result of default by Consultant. If District terminates Consultant's right to perform the Work, District may have the work performed by others and charge the cost to Consultant. The cost of completion by District shall include reasonable reimbursement for additional executive and administrative expenses along with all damages for delay and other damages sustained by



District as a result of Consultant's default. If the cost and expense of completing the Work, when added to the sum of amounts previously paid to Consultant under this Agreement and any amounts due but unpaid to Consultant at the time of such termination, exceed the contract price, District may deduct the amount of the excess from any such amounts then due Consultant. If the amount of such excess is larger than the amounts then due Consultant, Consultant shall immediately pay such excess or the balance thereof to District.

#### **6. Ownership of Documents.**

All documents prepared by Consultant under this Agreement shall be the exclusive property of District. By this Agreement, Consultant transfers all of its right, title and interest in such documents to District. To the extent any document prepared under this Agreement constitutes a copyrightable work, the Work under this Agreement shall be considered a work for hire and by this Agreement Consultant shall be deemed to transfer all rights, title, and interest in the copyrightable work to District, including the exclusive copyright. Documents prepared by Consultant under this Agreement shall not be provided by Consultant to any other person without District's prior written approval.

#### **7. Compliance with Laws.**

Consultant shall perform the Work in compliance with all applicable federal, state and local laws and regulations regarding safety of persons and property and their protection from damage, injury or loss, including applicable Cal-OSHA regulations. Consultant also shall possess and maintain all permits, licenses and certificates that may be required for it to perform the Work. Consultant shall comply with all laws and regulations as required by local, state, and federal agencies regarding nondiscrimination including, but not limited to, Title VII of the Civil Right of 1964, the Americans with Disabilities Act, the Age Discrimination Employment Act of 1967, and the California Fair Employment and Housing Act. The Consultant is aware of the District's anti-harassment policy and agrees to abide by the policy, practices and procedures set forth and established by the District.

#### **8. Indemnification.**

Consultant shall indemnify, defend, protect, and hold harmless District, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of or failure to perform the Work or any other obligations of this Agreement by Consultant or Consultant's subcontractors, agents or employees; (2) any alleged negligent act or omission of Consultant, or Consultant's subcontractors, agents or employees in connection with any acts performed or required to be performed pursuant to this Agreement. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees. Consultant's obligations under

this indemnification provision shall survive the termination, or completion of Work, under this Agreement.

9. **Insurance.**

A. Types and Limits. Consultant at its sole cost and expense shall procure and maintain for the duration of this agreement the following types and limits of insurance:

| <u>Type</u>          | <u>Limits</u>            | <u>Scope</u>  |
|----------------------|--------------------------|---|
| Automobile Liability | \$1,000,000 per accident | at least as broad as ISO CA 0001, code 1 (any auto) |

B. Consultant shall be permissibly self insured or shall carry full workers' compensation coverage for all persons employed, either directly or through subcontractors, in carrying out the Work contemplated by this Agreement and in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California. If Consultant fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 5 of this Agreement.

C. Consultant agrees to furnish a certificate or certificates substantiating the fact that it has taken out the insurance set forth above for the period covered by the Agreement and all endorsements substantiating coverage of District and its agents and employees as additional insureds. 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. Each such certificate shall bear an endorsement precluding the cancellation or reduction in coverage of any policy covered by such certificate before the expiration of thirty (30) days after District shall receive notification of such cancellation or reduction.

10. **Warranty.**

Consultant agrees that the Work shall be performed in accordance with Scope of Services and the standard of care for similar professionals in California. Consultant unconditionally guarantees all workmanship furnished by Consultant under this Agreement, and agrees to correct to the satisfaction of District any and all such Work that may prove defective in workmanship. This warranty shall remain in effect for one year from the date of District's acceptance of the Work. This warranty does not excuse Consultant for any other liability related to defective work discovered after the warranty period.

Consultant shall indemnify District under this Agreement and hold District harmless from any and all losses, damages, liabilities and expenses resulting from breach of Consultant's representations and warranties contained in this Section 10. The provisions of this Paragraph shall survive any termination of the Agreement.

**11. Independent Contractor.**

The parties hereto agree that at all times during the term of this Agreement Consultant, Consultant's employees, subcontractor and agents hired to perform services pursuant to this Agreement are independent contractors and are not agents or employees of District. Consultant shall have control over the means, methods, techniques, sequences, and procedures for performing and coordinating the Work required by this Agreement. District shall have the right to control Consultant only insofar as the result of Consultant's services rendered pursuant to this Agreement. If, in the performance of this Agreement, any third parties are employed or contracted by Consultant, such employees or subcontractors shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or contract shall be determined by Consultant, and District shall have no right or authority over such persons or the terms of their employment or contract.

Therefore, neither Consultant or any third persons employed by or contracted by Consultant to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from District should Consultant or any of its employees, agents or contractors sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither Consultant nor any third persons or contractors employed by Consultant shall be entitled to any other benefits payable to employees of District. Consultant hereby agrees to defend and hold District harmless from any and all claims that may be made against District based on any contention by any third party that an employer/employee relationship exists or that a contractual relationship exists between District and that third party by reason of this Agreement. Consultant represents that it, and its employees, agents and contractors, if applicable, are properly licensed and will remain so during the progress of the Work contemplated by this Agreement.

**12. Representative of District.**

The District Administrator of District, or his or her designated representative, shall represent District in all matters pertaining to the services to be rendered under this Agreement, except where approval specifically is required by District's Board of Directors. All requirements pertaining to services to be rendered under this Agreement shall be submitted to the District Administrator. Consultant shall consult with the District Administrator on all matters relative to this Agreement and District shall cooperate with Consultant in all matters relative to this Agreement in such a manner as will result in the performance of the Work without delay.

**13. Assignment.**

Consultant shall not assign this Agreement or any interest in it, or any money due or to become due under it voluntarily, involuntarily or by operation of law without District's prior written consent. In the event of any such purported assignment without District's prior written consent, District shall have the right, in addition to all other rights provided by law, to terminate this Agreement by giving written notice to Consultant. If this Agreement is so terminated,

District may contract for the completion of the Work or complete the Work itself. Damages will be computed in accordance with Section 5 of this Agreement. If this Agreement is so terminated pursuant to the provisions of this paragraph, Consultant agrees to waive and hereby does waive all other claims against District for profits, loss or damage because of such termination.

Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any performance, duty, obligation or responsibility under this Agreement.

**14. Records.**

Consultant shall retain and maintain, for a period of not less than four (4) years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning services performed, compensation paid, and expenses reimbursed pursuant to the terms of this Agreement. Consultant shall make available to District's agents for examination all such records and will permit District's agents to audit, examine and reproduce such records upon request by District at any time during normal business hours.

**15. Entire Agreement.**

This writing represents the sole, entire, exclusive and integrated contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the incorporated documents shall be valid or binding. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

**16. Successors and Assignment.**

This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, Consultant shall not subcontract, assign, or transfer this Agreement or any part of it without the prior written consent of District.

**17. No Waiver of Rights.**

Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default. The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of utilizing any remedy provided by law.

18. **Severability.**

If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.

19. **Attorneys Fees.**

In the event any arbitration, litigation or other action or proceeding of any nature between District and Consultant becomes necessary to enforce or interpret all or any portion of this Agreement, or in the event of any alleged breach by either party of any of the terms hereof, it is mutually agreed that the prevailing party will be entitled to an award of reasonable attorneys fees, costs and expenses from the other party. The prevailing party will be entitled to an award of attorneys fees in an amount sufficient to compensate the prevailing party for all attorneys fees incurred in good faith.

20. **Governing Law.**

This Agreement will be governed by and construed in accordance with the laws of the State of California.

21. **Notice.**

Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally, by email, or sent by prepaid, first class U.S. mail addressed as follows:

District:                   Orangevale Recreation and Park District  
6826 Hazel Avenue  
Orangevale, CA 95662  
Attention: Michael Stickney

Consultant:               Greg Foell

Any party may change its address by notifying the other party of the change in the manner provided above.

**ORANGEVALE RECREATION AND PARK DISTRICT**

By: Michael Stickney

Michael Stickney, Chairman of the Board

**Greg Foell**

By: Greg Foell

Greg Foell, Consultant

# STAFF REPORT



DATE: 09-26-24

TO: Board of Directors

FROM: District Administrator

**SUBJECT: REQUEST FROM COLE EVARTS FOR IMPACT FEE DEFERRAL FOR AFFORDABLE HOUSING DEVELOPMENT IN ORANGEVALE**

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## **RECOMMENDATION**

Deny the request to defer the payment of park fees.

## **BACKGROUND**

Twenty-nine affordable housing units are to be built on Greenback Lane in Orangevale. The developer is requesting OVparks defer the developer's payment of park development fees in the amount of \$157,644 for 15 years. OVparks has not deferred park fees for any projects to date.

## **RECOMMENDED MOTION**

None.

## Becky Herz

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**From:** Cole Evarts <cole@lihtcadv.com>  
**Sent:** Tuesday, September 3, 2024 10:07 AM  
**To:** Becky Herz  
**Cc:** Mike Kelly  
**Subject:** Impact Fee Deferral for Affordable Housing Development in Orangeville  
**Attachments:** Updated Impact fee Estimate 261-0210-019-0000 Estimated Impact Fees UPDATED 8.30.24.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

You don't often get email from cole@lihtcadv.com. [Learn why this is important](#)

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

Dear Becky,

I hope this message finds you well. My name is Cole Evarts, and I am assisting with an important affordable housing project in Orangeville, located on Greenback Lane. The project will consist of 29 affordable apartments aimed at providing much-needed housing to families in your community.

We are planning to restrict 20 of these units to families earning at or below 50% of the Area Median Income (AMI), and 8 units to families earning 80% or less of the AMI. This project is poised to make a significant positive impact in Orangeville, offering affordable housing options that are essential to the Orangeville community.

We recently received quotes for our impact fees, and I am reaching out to request your support in considering a 15-year deferral for the parks impact fee associated with this project. The Park Development Impact Fee came to a total of \$157,644. This deferral would greatly contribute to the financial viability of the project, allowing us to proceed with confidence and ensure this much-needed housing can be delivered to the families who need them most.

Your support in this matter would not only assist in the successful development of the project but also provide lasting benefits to the Orangeville community. I would be more than happy to discuss this further or assist in any way to facilitate this request.

Thank you very much for your time and consideration. I look forward to your response.

Have a wonderful day,

Cole Evarts  
LIHTC Advisors  
805-804-7778  
cole@lihtcadv.com



| PARK DEVELOPMENT IMPACT FEES            |                               |                         |
|---|-------------------------------|-------------------------|
| PARK DISTRICT                           | Orangevale                    |                         |
| LAND/BLDG USE:                          | 5 + UNIT ATTACHED RESIDENTIAL |                         |
| UNIT                                    | RATE                          | FEE                     |
| 29                                      | \$5,436.00                    | \$157,644.00            |
| LAND/BLDG USE:                          |                               |                         |
|   | RATE                          | FEE                     |
|   |                               |                         |
| LAND/BLDG USE:                          |                               |                         |
|   | RATE                          | FEE                     |
|   |                               |                         |
| LAND/BLDG USE:                          |                               |                         |
|   | RATE                          | FEE                     |
|   |                               |                         |
| DEMOLITION CREDITS FOR RESIDENTIAL ONLY |                               |                         |
| DEMO PERMIT ISSUED DATE                 |                               |                         |
| DEMOLITION PERMIT DATE:                 |                               | :ENTER DEMO PERMIT DATE |
| LAND/BLDG USE:                          |                               |                         |
|   | RATE                          | FEE                     |
|   |                               |                         |
| LAND/BLDG USE:                          |                               |                         |
|   | RATE                          | FEE                     |
|   |                               |                         |
| LAND/BLDG USE:                          |                               |                         |
|   | RATE                          | FEE                     |
|   |                               |                         |
| LAND/BLDG USE:                          |                               |                         |
|   | RATE                          | FEE                     |
|   |                               |                         |
| PARK DEVELOPMENT FEES:                  |                               | \$157,644.00            |
| TOTAL CREDIT:                           |                               | \$0.00                  |
| TOTAL PARK DEVELOPMENT IMPACT FEE:      |                               | \$157,644.00            |