

**ORANGEVALE RECREATION & PARK DISTRICT
BOARD OF DIRECTORS MEETING
FEBRUARY 20, 2025**

**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 January 16, 2025 (pg. 1-6)
- b. Approval of minutes of the Special Meeting on January 31, 2025 (pg. 7)

7. CORRESPONDENCE

- a. Confidential envelope –Billings from Attorneys, Dec 2, 2024 – Jan 9, 2025
- b. Orangevale View Ads (pg. 8)
- c. California Special Districts Association (CSDA) Board of Directors Call for Nominations (pg. 9-10)
- d. Orangevale-Fair Oaks Community Needs Assessment ([Attachment](#))

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

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

8.1 CONSENT MATTERS GENERAL FUND

- a. Ratification of Claims for January 2025 (pg. 11-12)
- b. Budget Status Report for January 2025 (pg. 13-15)
- c. Revenue Report for January 2025 (pg. 16)

8.2 OLLAD CONSENT MATTERS

- a. Ratification of Claims for January 2025 (pg. 17-18)
- b. Budget Status Report for January 2025 (pg. 19-20)

8.3 KENNETH GROVE CONSENT MATTERS

- a. Ratification of Claims for January 2025 (pg. 21)
- b. Budget Status Report for January 2025 (pg. 22)

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

- a. Ratification of Claims for January 2025 (pg. 23)

10. **STANDING COMMITTEE REPORTS**

- a. Administration & Finance - No Report. Next Meeting April 8, 2:00pm
b. Maintenance & Operation – Feb 7 Meeting Recap (pg. 24-25)
c. Recreation Committee – Feb 7 Meeting Recap (pg. 26)
d. Personnel & Policy – Next Meeting Feb 28, 2:00pm
e. Government – No Report.
f. Planning Committee – No Report.
g. Trails Committee – No Report. Next meeting in April.
h. Ad Hoc – No Report.

11. **ADMINISTRATOR’S REPORT**

- a. Monthly Activity Report – January 2025 (pg. 27-31)

12. **UNFINISHED BUSINESS**

- a. OCCP HVAC Project Update (verbal)
b. Drafting an E-Bike Policy (verbal)
c. CARPD Board Member Orientation and Brown Act Training, January 29 (verbal)
d. Wildfire Prevention - Local Conservation Corps Nature Based Solutions Grant Program (verbal)
e. Discuss and Take Action for the Utilization of Agreement for Services with Bary Ross (verbal)

13. **NEW BUSINESS**

- a. Approval of the Orangevale Recreation & Park District Fiscal Audit 2023/24 ([Attachment](#))
b. Approval of Resolution 25-02-735, Resolution Directing Preparation of the Engineer’s Report for the Orangevale Landscaping and Lighting Assessment District (OLLAD) of the Orangevale Recreation and Park District (pg. 32)
c. Approval of Resolution 25-02-736, Resolution Directing Preparation of the Engineer’s Report for the Kenneth Grove Landscaping and Lighting Assessment District of the Orangevale Recreation and Park District (pg. 33)
d. Approval of the agreements with Final 9 to hold the annual St. Patrick’s Disc Golf Tournaments at the Shady Oaks course at Orangevale Community Park on March 14-16 & 21-23, 2025 (pg. 34-56)
e. Approval of the agreement with Common Kettle LLC to host the Orangevale Farmers Market at Orangevale Community Center Park on designated Thursdays in 2025 (pg. 57-73)
f. Discuss and Take Action Regarding Committee Assignments for 2025 (pg. 74)
g. Discuss and Take Action Regarding Additional Staffing (verbal)
h. Discuss and Take Action on June Meeting Date Due to Juneteenth Conflict (verbal)

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

15. **ITEMS FOR NEXT AGENDA**

- a. Park Security
b. 2025/26 CIP Priorities

16. **ADJOURNMENT**

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

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

Directors can be reached at: director@ovparks.com

Sharon Brunberg

Manie Meraz

Lisa Montes

Arica Presinal

Mike Stickney

ORANGEVALE RECREATION & PARK DISTRICT

Minutes of Meeting of Board of Directors January 16, 2025

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on January 16, 2025 at the District Office. Director Brunberg called the meeting to order at 6:30 p.m.

Directors present: Brunberg, Meraz, Presinal,
Directors absent: Montes (arrived 6:32pm), Stickney
Staff present: Becky Herz, District Administrator
Jennifer Von Aesch, Finance/HR Superintendent
Horacio Oropeza, Park Superintendent
Jason Bain, Recreation Supervisor II

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

4. **APPROVAL OF AGENDA** On a motion by Director Meraz, seconded by Director Presinal, the agenda was approved by a vote of 3-0-0 with Directors Presinal, Brunberg, and Meraz, voting Aye. There were no Nays or Abstentions. Director Stickney and Montes were absent.
MOTION #1

5. **PUBLIC DISCUSSION** No one wished to address the Board during public discussion.

6. **MINUTES**
 - a) **Approval of Minutes of December 12, 2024 (pg 1-9):**
On a motion by Director Meraz, seconded by Director Brunberg, the minutes of December 12, 2024, were approved by a vote of 3-0-0 with Directors Meraz, Brunberg, and Presinal voting Aye. There were no Nays. Directors Montes and Stickney were absent.
MOTION #2

 - b) **Approval of Minutes of December 17, 2024 (pg 10-11):**
On a motion by Director Meraz, seconded by Director Brunberg, the minutes of December 17, 2024, were approved by a vote of 3-0-0 with Directors Meraz, Brunberg, and Presinal voting Aye. There were no Nays. Directors Montes and Stickney were absent.
MOTION #3

 - c) **Approval of Minutes of January 9, 2025 (pg 12):**
On a motion by Director Meraz, seconded by Director Brunberg, the minutes of January 9, 2025, were approved by a vote of 3-0-0 with Directors Meraz, Brunberg, and Presinal voting Aye. There were no Nays. Directors Montes and Stickney were absent.
MOTION #4

7. CORRESPONDENCE

MOTION #5

- a) Confidential envelope –Billings from Attorneys, August 29 – November 26, 2024:
On a motion by Director Montes, seconded by Director Brunberg, the Confidential envelope –Billings from Attorneys, August 29-November 26, 2024, were approved by a vote of 4-0-0 with Directors Meraz, Brunberg, Montes, and Presinal voting Aye. There were no Nays or Abstentions. Director Stickney was absent.
- b) Orangevale View Articles on Holiday Events (pg. 13-15):
Park Supt. Oropeza advised that the holiday events went well. The Orangevale Parade of Lights had a very good turnout. He purchased a battery generator to utilize for the festive lights on the tractor. He led the forty-seven entries in the parade.
- c) Email from resident Robert Keen expressing concerns about the District’s level of fire preparedness (pg. 16):
Park Supt. Oropeza has communicated with Mr. Keen regarding his concerns and plans in place for OVparks Maintenance Staff to clean up the area and provide firebreaks. Director Brunberg suggested contacting the Fire Department for suggestions to alleviate the fire risk. He will stay in contact with Robert Keen to provide further updates as they develop and has invited him to attend the next Maintenance Committee meeting to discuss this topic and what options are available within the current budget. A grant project is potentially available to partner with the California Conservation Corp (CCC). OVparks will pursue the grant option with the CCC to diligently take care of the parks while being mindful of the available budgeted funding. Director Montes suggested looking into possibly utilizing any of the thirteen fire camp training facilities in the area to assist with addressing this issue.

8. CONSENT CALENDAR

MOTION #6

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

Director Brunberg discussed designating the attorney fees placed in Professional Services be moved and future related approved invoices be placed in Legal Fees category.

8.1. CONSENT MATTERS GENERAL FUND

- a) Ratification of Claims for December 2024 (pg 17-18)
- b) Budget Status Report for December 2024 (pg 19-21)
- c) Revenue Report for December 2024 (pg 22)

8.2. OLLAD CONSENT MATTERS

- a) Ratification of Claims for December 2024 (pg 23-24)
- b) Budget Status Report for December 2024 (pg 25-26)

8.3. KENNETH GROVE CONSENT

- a) Ratification of Claims for December 2024 (pg 27)
- b) Budget Status Report for December 2024 (pg 28)

MATTERS

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

MOTION #7

a) Ratification of Claims for December 2024 (pg. 29)

On a motion by Director Montes, seconded by Director Brunberg, the Ratification of Claims for December 2024 were approved by a vote of 3-0-1 with Directors Meraz, Brunberg, and Presinal voting Aye. There were no Nays. Director Montes abstained. Director Stickney was absent.

**10. STANDING
COMMITTEE
REPORTS**

a) Administration and Finance: No report.

b) Maintenance and Operation: No report.

c) Recreation Committee: No report. A meeting to be scheduled to review and recommend Special Event Applications received. The committee will discuss the option of waiving a decision prior to bringing to the Board for approval of repetitive special events with no changes to approve.

d) Personnel & Policy: No report.

e) Government: No report.

f) Planning Committee: No report.

g) Trails Committee: Trails Committee: No report.

h) Ad Hoc: No report.

**11. ADMINISTRATOR'S
REPORT**

a) Monthly Activity Report – December 2024 (pg 30-36):

Admin Herz mentioned that she will continue the discussions Interim District Administrators Foell and Park Supt. Oropeza had with security companies for OVparks to utilize. An RFP will be created to establish a security company to utilize as a replacement for the FEC Police. Other park districts may consider partnering with OVparks to share security resources. Many have established a separate contract with their current security company utilized for events to provide service previously provided by FEC Police through the end of the fiscal year.

In the absence of Admin Services Supervisor Woodford, Admin Herz advised that at least sixteen travelers have enrolled for Group Travel with Collette Travel through OVparks this year. She emphasized that Supervisor Woodford provides services for the travelers that she has not seen other Districts provide such as document meetings and travel bags with special gifts for travelers prior to departure. This is positive exposure for the District as well as providing the community member the opportunity to feel comfortable traveling. Eight travelers are currently enrolled in the upcoming Rome and the Amalfi Coast tour. Admin Herz plans to increase social media posts and encourage the travelers to post or tag OVparks on the OVparks Facebook page. Get Up 'n Go Daytrips, in

partnership with neighboring park districts, have seen increased attendance.

Park Supt. Oropeza advised that Orangevale Community Park and Pecan Park has had recent homeless encampments to address. He advised the Board that several community members have voiced concerns regarding the homeless presence in those parks.

Parks Maintenance Staff assisted with preparation for the Polar Bear Plunge and have kept quite busy with mulching of the falling leaves and pruning throughout the parks.

Recreation Supervisor II Bain advised that the Polar Bear Plunge went very well this year with one hundred twenty five attendees. This is the first year this event was held since the pool renovation was completed. Coach Horner and the family of Julian Snyder did the Polar Bear Plunge in his honor. Applebee's Restaurant provided soup for the attendees at the event.

Recreation Supervisor II Bain advised that one of the golf cart tires was recently replaced due to a flat.

Supervisor II Bain advised that the end of the first six months indicated a deficit of approximately one thousand dollars from the target revenue. December revenue was predominately from facilities. The current Winter/Spring Activity Guide includes programs for January through the beginning of May. The Summer Activity Guide will be available in April. Looking forward to summer programs in the second half of the fiscal year.

12. UNFINISHED BUSINESS

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

Admin Herz is very excited with the results of this project. She suggested strategically planting trees or plants as defensive landscaping to discourage e-bikes from damaging the trail area. Interim Admin Foell and Finance/HR Supt. Von Aesch have filed the necessary paperwork for proposition 68 funding. The timeline was extended through 2028, however, Admin Herz prefers to see the funding received during this budget year, if possible. Typically, this process can take several months to receive funds. Park Supt. Oropeza advised that the Baldoni Construction will come back to implement repairs and address compaction issues when the rain season has ended.

b) OCCP HVAC Project Update (verbal)

Park Supt. Oropeza advised that SMUD may take up to fourteen business days to drop new power lines at Building 2 to enable final inspection of the new HVAC unit.

c) Electric Bike Policy and Issues at District Parks (verbal)

Preliminary research has been conducted by Interim Admin Foell with Finance Clerk Sue Myren's assistance. Admin Herz will reach

out to the County Parks and draft a policy or practice soon, and establish necessary signage to place throughout the park and trail areas. Park Supt. Oropeza advised that the Sacramento County Ordinances have been updated with Category 1 & 2 E-Bike information. Category 3 E-Bikes are illegal. Admin Herz to reach out the area schools to inquire what, if any, policy they have implemented regarding this topic. Updates will be provided at the next BOD meeting.

- d) Direction on Providing Brown Act Training in February (verbal)
CARPD provides an online training on January 29th, 5:30-6:30pm, ultimately designed for new board members. This training includes the Brown Act Training as well as a few other components which include the districts powers and duties under the California Public Resources Code. Admin Herz recommends the Board attend the same meeting. The Board of Directors, Admin Herz, and Finance/HR Supt. Von Aesch will plan to participate in the CARPD online training on January 29th via Zoom. Any questions from the training will be addressed at the next BOD meeting.

13. NEW BUSINESS

- a) Consideration of Purchasing Former Fire Station Property, and Two Adjacent Properties on Main Avenue (pg. 37)
The Orangevale/Fair Oaks Foundation has also been presented with the option to purchase this property. The Board of Directors will not pursue the purchase of this property due to the significant repairs and upgrades required.

14. DIRECTOR AND STAFF COMMENTS

Admin Herz voiced appreciation to the staff for their efforts during her absence. She plans to reach out to each Board Member to schedule one on one meetings. She congratulated Director Brunberg on her recent appointment to the OVparks Board of Directors Chairperson position.

Recreation Supervisor II Bain advised that the Best Friends Bash senior event will be held on Friday, February 14th at the Orangevale Community Center.

Finance/HR Supt. Von Aesch advised that Larry Bain will present the audit report at the February BOD Meeting.

Parks Supt. Oropeza thanked the Parks Staff for their continued hard work while he works to fill two full time staff positions. A contractor working with SMUD reached out to offer mulch wherever needed throughout the parks. Parks Supt. Oropeza coordinated with Final 9 to have mulch delivered for use throughout the course. Director Brunberg recommended he verify the mulch is of good quality. Director Brunberg suggested etiquette and informational signage may be necessary near the horse arena. In addition, signage may need to be posted to advise horse riders to avoid the disc golf course area.

Director Meraz mentioned the Polar Bear Plunge was well attended with all ages represented. Julian Snyder's family attended the event with extended family and friends in honor of Julian, a CRHS student tragically killed in a car accident. Applebee's Restaurant provided the delicious tortilla soup for the event, which received excellent reviews. He recommended posting a sign at next year's Polar Bear Plunge indicating Applebee's sponsorship by providing the soup at the event.

Director Montes voiced that Office Staff and Parks Maintenance always rise to assist with any issue that arises. She hopes all had wonderful holidays and look forward to new chapters and possibilities. The Best of Orangevale Award Banquet will be held on Friday, February 7, 2025.

Director Presinal welcomed Admin Herz back and extended appreciation to OVparks Staff for their individual contributions to the District which collectively makes OVparks even better.

Director Brunberg welcomed Admin Herz back and looks forward to her new position as the OVparks Board of Director Chairperson.

18. ADJOURNMENT

MOTION #8

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 7:48 p.m. On a motion by Director Montes, seconded by Director Presinal, the adjournment was approved by a vote of 4-0-0 with Directors Brunberg, Presinal, Meraz, and Montes, voting Aye. There were no Nays or Abstentions. Director Stickney was absent.

Sharon Brunberg, Chairperson

ORANGEVALE RECREATION & PARK DISTRICT

Minutes of Meeting of Board of Directors January 30, 2025

A Special Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on January 30, 2025 at the District Office. Director Brunberg called the meeting to order at 6:32 p.m.

Directors present: Brunberg, Stickney, Meraz, Montes
Directors absent: Presinal (Arrived at 6:40pm)
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 Stickney, seconded by Director Montes, the agenda was approved by a vote of 4-0-0 with Directors Stickney, Brunberg, Meraz, and Montes voting Aye. There were no Nays or Abstentions. Director Presinal was absent.
MOTION #1
5. **PUBLIC DISCUSSION** No one wished to address the Board during public discussion.
6. **DIRECTOR AND STAFF COMMENTS** No comments were made.
7. **CLOSED SESSION** Closed Session pursuant to Government Code Section 54957 Personnel Discussion.
8. **RESUME PUBLIC SESSION & ANNOUNCE ACTIONS FROM CLOSED SESSION** The public session resumed at 7:45pm. Direction was given to the District Administrator to add the topic of additional staffing to the February Board of Directors Meeting Agenda as New Business for discussion and possible action.
9. **ADJOURNMENT** With no further business to discuss, the general meeting of the Board of Directors was adjourned at 7:47 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 Brunberg, Meraz, Montes, Presinal, and Stickney voting Aye. There were no Nays or Abstentions.
MOTION #2

Sharon Brunberg, Chairperson

HAPPY NEW YEAR FROM OVPARKS!



NEW! TIES AND TIARAS

Saturday, February 15th 6:00-8:30pm
 Location: Orangevale Community Center Auditorium
 Fee: \$40 per pair; \$15 additional child

Bring your special adult, dress to impress, and come get your groove on with music, dinner, and capture the memories in our selfie booth!



ZUMBINI

Ages: 2 months-4 years
 W 2/5-2/26
 10:00-10:45am
 Fee: \$43 / \$46 NR



KIDS COOKING SERIES

Ages: 6+
 F 1/24 4:00-6:00pm
 Fee: \$38 / \$41 NR



NAOFA JR. ACADEMY TEEBALL CLUBS

Ages: 3-4 or 5-6
 Sa 2/1-2/22
 Ages 3-4 - 9:00-9:50am
 Ages 5-6 - 10:00-10:50am
 Fee: \$88 / \$91 NR



NAOFA ALL SPORTS CLUBS

Ages: 4-6 or 7-13
 Su 2/2-2/23
 Ages 4-6 - 9:30-10:30am
 Ages 7-13 - 10:45-11:45am
 Fee: \$88 / \$91 NR



SOCIAL DANCING

Ages: 18+
 M 2/3-3/3
 Salsa - 7:00-8:00pm
 ChaCha - 8:00-9:00pm
 Fee: \$43 / \$46 NR



CHEN TAI-CHI CHUAN

Ages: 17+
 Tu/Th 2/4-2/25
 7:00-8:00pm
 Fee: \$53 / \$56 NR



ACTIVITY GUIDE NOW AVAILABLE!

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

Scan the QR code to see our **NEW** 2025 Winter/Spring Activity Guide



COME SEE ALL OVPARKS HAS TO OFFER!

TIES AND TIARAS

Saturday, February 15th 6:00-8:30pm
 Location: Orangevale Community Center Auditorium
 Fee: \$40 per pair; \$15 additional child Advance Registration Required

Bring your special adult, dress to impress, and come get your groove on with music, dinner, and capture the memories in our selfie booth!



YOUTH

BASIC HORSEMANSHIP - YOUTH

Ages: 8-15
 F 2/7-2/28 4:00-5:15pm
 Fee: \$195 / \$198 NR



PARENTS NIGHT OUT

Ages: 5-12
 Sa 2/22
 5:30-9:00pm
 Fee: \$36 / \$39 NR

NEW! OVPARKS NIGHT OF WONDERS

Princesses & Princesses
 Ages: 4-10
 F 2/14
 5:00-7:00pm
 Fee: \$38 / \$41 NR



ADULT

BACK TO THE FUTURE THE MUSICAL IN SF

Ages: 21+
 W 3/5
 Fee: \$145



BEST FRIENDS BASH

Ages: 50+
 F 2/14 10:30am-12:00pm
 Fee: Free!

COLLETTE TRAVEL PRESENTATION

Ages: 18+
 M 2/10
 11:00am-12:00pm
 Fee: Free!



KIDS COOKING SERIES

Valentine Alert
 Ages: 6+
 F 2/7
 4:00-6:00pm
 Fee: \$38 / \$41 NR



OVPARKS ADVENTURE CREW

President's Week Party
 Ages: 5-12
 M-F 2/17-2/21
 5:00-7:00pm
 Fee: \$190 / \$193 NR

NEW! WOMEN'S WEALTH AND WISDOM

Ages: 40+
 W 2/19
 6:00-7:30pm
 Fee: Free!

ACTIVITY GUIDE NOW AVAILABLE!

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Scan the QR code to see our 2025 Winter/Spring Activity Guide





**California Special
Districts Association**

Districts Stronger Together

DATE: February 10, 2025

TO: CSDA Voting Member Presidents and General Managers

FROM: CSDA Elections and Bylaws Committee

SUBJECT: **CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
SEAT B**

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2026 - 2028 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent.
(See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, professional development, and other resources for members. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.
*(CSDA does **not** reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event)*
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.
*(CSDA does **not** reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).*

Nomination Procedures: Any Regular Member district in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations in the Northern Network is April 21, 2025. The deadline for receiving nominations in all other Networks is April 11, 2025. Nominations and supporting documentation may be mailed or emailed.**

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814
Fax: 916.442.7889
E-mail: amberp@csda.net

Once received, nominees will receive a candidate's letter. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

CSDA will begin electronic voting on June 10, 2025. All votes must be received through the system no later than 5:00 p.m. July 25, 2025. The successful candidates will be notified no later than July 29, 2025. All selected Board Members will be introduced at the Annual Conference in Monterey, CA in August 2025.

Expiring Terms

(See enclosed map for Network breakdown)

Northern Network	Seat B – Kim Seney, Director, Gold Mountain Community Services District
Sierra Network	Seat B – Jerry Gilmore, Director, Truckee Sanitary District*
Bay Area Network	Seat B – Ryan Clausnitzer, General Manager, Alameda County Mosquito Abatement District*
Central Network	Seat B – Lorenzo Rios, CEO, Clovis Veterans Memorial District*
Coastal Network	Seat B – Scott Duffield, General Manager, Heritage Ranch Community Services District*
Southern Network	Seat B – Don Bartz, General Manager, Phelan Pinon Hills Community Services District*

(* = Incumbent is running for re-election)

CSDA will be using a web-based online voting system allowing your district to cast your vote easily and securely. Electronic Ballots will be emailed to the main contact in your district June 10, 2025. All votes must be received through the system no later than 5:00 p.m. July 25, 2025.

*Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail amberp@csda.net **by April 25, 2025** in order to ensure that you will receive a paper ballot on time.*

CSDA will mail paper ballots on June 10, 2025 per district request only.

If you have any questions, please contact Amber Phelen at amberp@csda.net.

GENERAL FUND EXPENDITURES
FOR THE MONTH ENDING
JANUARY 31, 2025

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1907340048	20202100	US BANK NATIONAL ASSOCIAT	BOOKS/PERIODICALS/SUBSCRIPTIONS	217.97
1907340048	20203800	US BANK NATIONAL ASSOCIAT	EMPLOYEE RECOGNITION	728.65
1907336175	20203800	JENNIFER VON AESCH	EMPLOYEE RECOGNITION	174.00
				902.65
1907336182	20203900	SUSAN MYREN	EMPLOYEE TRANSPORTATION	120.60
1907343477	20206100	ROTARY CLUB OF ORANGEVALE	MEMBERSHIP DUES	180.00
1907348282	20206100	AMERICAN SOCIETY OF COMPO	MEMBERSHIP DUES	446.38
				626.38
1907336128	20207600	BURKETTS OFFICE SUPLLIES	OFFICE SUPPLIES	354.45
1907340048	20207600	US BANK NATIONAL ASSOCIAT	OFFICE SUPPLIES	13.88
				368.33
1907340048	20208100	US BANK NATIONAL ASSOCIAT	POSTAL SERVICES	350.00
1907348285	20208500	PRINT PROJECT MANAGERS IN	PRINTING SERVICES	6,701.75
1907336095	20219700	T-MOBILE USA INC	TELEPHONE SERVICES	36.80
1907340312	20219700	COMCAST	TELEPHONE SERVICES	232.04
1907340048	20219700	US BANK NATIONAL ASSOCIAT	TELEPHONE SERVICES	454.30
1907343448	20219700	COMCAST	TELEPHONE SERVICES	248.38
1907348271	20219700	T-MOBILE USA INC	TELEPHONE SERVICES	36.80
1907348267	20219700	COMCAST	TELEPHONE SERVICES	225.84
				1,234.16
1907340361	20226200	JJR ENTERPRISES INC	OFFICE EQUIPMENT MAINTENANCE SUPP	192.10
111423006	20250700	SACRAMENTO COUNTY ASSESS FE	SB 2557 1st INST ORANGEVALE PARK	10,355.79
111423008	20250700	SACRAMENTO COUNTY ASSESS FE	SB 2557 1st INST ORANGEVALE PARK	4,132.69
				14,488.48
1907340349	20253100	DAVID MCMURCHIE	LEGAL SERVICES	810.00
111429052	20259100	LEVENFELD	LEGAL SERVICES	31,104.14
				31,914.14
1907329324	20259100	GREGORY FOELL	OTHER PROFESSIONAL SERVICES	3,433.11
1907329322	20259100	GREGORY FOELL	OTHER PROFESSIONAL SERVICES	1,823.45
1907336156	20259100	BARRY ROSS	OTHER PROFESSIONAL SERVICES	493.40
1907340350	20259100	STREAMLINE SOFTWARE INC	OTHER PROFESSIONAL SERVICES	200.00
111424816	20259100	SACRAMENTO COUNTY FEE	ORG 23-24 / 332I TO 332A	2,344.60
111429052	20253100	LEVENFELD	OTHER PROFESSIONAL SERVICES	-31,104.14
				-22,809.58
1907343481	20259101	N3X MSP INC	IT SERVICES	1,278.00
1907343481	20281202	N3X MSP INC	SOFTWARE	474.60
1907329327	20285100	TERRY MASTEN	RECREATIONAL SERVICES	336.00
1907329326	20285100	ADRIAAN JANSEN VAN VUUREN	RECREATIONAL SERVICES	253.50
1907329329	20285100	STEVEN MIRANDA	RECREATIONAL SERVICES	908.70
1907329333	20285100	ALISON LLOYD	RECREATIONAL SERVICES	629.20
1907329334	20285100	HANDSTANDS INC	RECREATIONAL SERVICES	126.00
1907329351	20285100	RICHARD KOWALESKI	RECREATIONAL SERVICES	90.00
1907329341	20285100	CORDOVA RECREATION & PARK	RECREATIONAL SERVICES	636.50
1907329339	20285100	CORDOVA RECREATION & PARK	RECREATIONAL SERVICES	1,173.00
1907336163	20285100	ALLGOOD DRIVING SCHOOL	RECREATIONAL SERVICES	123.25
1907336166	20285100	RESCUE TRAINING INSTITUTE	RECREATIONAL SERVICES	59.50
1907340048	20285100	US BANK NATIONAL ASSOCIAT	RECREATIONAL SERVICES	116.00

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

Account Number	Expenditure Account	Budgeted 2024/2025	Current Expenditures	Expeditures to Date	Funds Available	% Left
1000	SALARIES & EMPLOYEE BENEFITS					
10111000	Salaries & Wages, Regular	1,068,600.00	76,343.00	588,774.37	479,825.63	45%
10112100	Salaries & Wages, Extra Help	546,000.00	8,749.72	309,766.31	236,233.69	43%
10112400	Salaries, Board members	12,000.00	1,000.00	4,400.00	7,600.00	63%
10121000	Retirement	327,200.00	23,324.00	178,842.84	148,357.16	45%
10122000	Social Security	107,500.00	6,651.26	68,523.20	38,976.80	36%
10123000	Group Insurance	337,500.00	23,919.52	184,252.08	153,247.92	45%
10124000	Worker's Comp. Ins	91,100.00		35,619.25	55,480.75	61%
10125000	Unemployment Insurance	18,170.00	2,233.47	6,698.50	11,471.50	63%
10128000	Health Care/Retirees	0.00		-	0.00	
	<i>SUB-TOTAL</i>	2,508,070.00	142,220.97	1,376,876.55	1,131,193.45	45%
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	2,200.00		323.88	1,876.12	85%
20202100	Books/Periodicals/Subscrip	2,800.00	217.97	1,196.92	1,603.08	57%
20202900	Business/Conference Expense	4,000.00		2,789.00	1,211.00	30%
20203500	Education/Training Serv.	3,000.00		-	3,000.00	100%
20203600	Education /Training Supplies	500.00		789.00	(289.00)	-58%
20203700	Tuition Reimbursement	100.00		-	100.00	100%
20203800	Employee Recognition	2,900.00	902.65	1,187.81	1,712.19	59%
20203802	Recognition Items	0.00		-	0.00	#DIV/0!
20203803	Recognition Events	0.00		-	0.00	#DIV/0!
20203900	Employee Transportation	3,100.00	120.60	1,108.22	1,991.78	64%
20205100	Liability Insurance	130,500.00		143,945.00	(13,445.00)	-10%
20205500	Rental Insurance	0.00		-	0.00	
20206100	Membership Dues	16,000.00	626.38	14,312.38	1,687.62	11%
20207600	Office Supplies	6,600.00	368.33	1,923.59	4,676.41	71%
20207602	Signs	500.00		-	500.00	100%
20207603	Keys	100.00		-	100.00	100%
20208100	Postal Services	14,000.00	350.00	5,750.00	8,250.00	59%
20208102	Stamps	2,500.00		416.73	2,083.27	83%
20208500	Printing Services	38,000.00	6,701.75	22,121.48	15,878.52	42%
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%

Account Number	Expenditure Account	Budgeted 2024/2025	Current Expenditures	Expeditures to Date	Funds Available	% Left
20218100	Irrigation Services	100.00		-	100.00	100%
20218200	Irrigation Supplies	100.00		-	100.00	100%
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	1,234.16	6,928.03	8,571.97	55%
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	192.10	1,220.28	1,379.72	53%
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	5,400.00		162.10	5,237.90	97%
20244400	Medical Supplies	5,400.00		-	5,400.00	100%
20250700	Assessment/Collection Service	19,500.00	14,488.48	14,488.48	5,011.52	26%
20252500	Engineering Services	6,000.00		-	6,000.00	100%
20253100	Legal Services	15,000.00	31,914.14	51,802.14	(36,802.14)	-245%
20256200	Transcribing Services	0.00		-	0.00	
20257100	Security Services	4,000.00		1,034.00	2,966.00	74%
20259100	Other Professional Services	41,000.00	(22,809.58)	23,870.24	17,129.76	42%
20259101	Computer Consultants	14,500.00	1,278.00	8,982.00	5,518.00	38%
20281201	PC Hardware	6,000.00		2,721.46	3,278.54	55%
20281202	PC Software	6,000.00	474.60	3,457.85	2,542.15	42%
20281203	PC Supplies	2,000.00		-	2,000.00	100%
20281900	Elections	65,000.00		56,148.68	8,851.32	
20285100	Recreational Services	198,500.00	9,925.25	90,956.15	107,543.85	54%
20285200	Recreational Supplies	39,000.00	5,525.98	25,037.39	13,962.61	36%
20289800	Other Operating Exp - Supplies	2,500.00		-	2,500.00	100%
20289900	Other Operating Exp - Services	1,000.00	130.00	130.00	870.00	87%
20291100	System Development Services	3,300.00		4,056.00	(756.00)	-23%
20296200	GS Parking Charges	200.00	7.00	33.25	166.75	83%
	SUB-TOTAL	686,000.00	51,647.81	486,892.06	199,107.94	29%
3000	OTHER CHARGES					
30321000	Interest Expense	26,410.00	13,032.50	26,406.25	3.75	0%
30322000	Bond/Loan Redemption	46,400.00	21,732.70	44,930.80	1,469.20	3%
30345000	Taxes/Licenses/Assess Trans	1,300.00		-	1,300.00	100%
	SUB-TOTAL	74,110.00	34,765.20	71,337.05	2,772.95	4%

Account Number	Expenditure Account	Budgeted 2024/2025	Current Expenditures	Expenditures to Date	Funds Available	% Left
4000	FIXED ASSETS					
41410100	Land	0.00		-	0.00	
42420200	Struc. & Improvements	740,000.00	29,963.94	566,054.08	173,945.92	24%
43430300	Vehicles/Equipment	25,000.00		-	25,000.00	100%
	SUB-TOTAL	765,000.00	29,963.94	566,054.08	198,945.92	26%
5000	INTERFUND CHARGES					
50557100	Fingerprinting Service	3,000.00	224.00	349.00	2,651.00	88%
	SUB-TOTAL	3,000.00	224.00	349.00	2,651.00	88%
79790100	<i>Contingency Appropriations</i>	60,000.00		-	60,000.00	0%
	<i>Deposit into Reserves</i>	0.00		-	0.00	0%
	GRAND TOTAL	4,096,180.00	258,821.92	2,501,508.74	1,594,671.26	39%

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

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	953,310.03	953,310.03	783,310.97	54.89%
91910200	Prop. Taxes - Current Unsecured	61,119	64,340.55	64,340.55	-3,221.55	105.27%
91910300	Supplemental Taxes Current	44,000	11,572.98	11,572.98	32,427.02	26.30%
91910400	Prop. Taxes Sec. Delinquent	11,500		15,745.47	-4,245.47	136.92%
91910500	Prop. Taxes Supp. Delinq.	3,000		3,400.08	-400.08	113.34%
91910600	Unitary Current Secured	14,800	10,828.19	10,828.19	3,971.81	73.16%
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	677.90	677.90	222.10	75.32%
91914000	Penalty Costs - Prop. Tax	500	116.80	116.80	383.20	23.36%
91919900	Taxes - Other	-		0.00	0.00	
	<i>SUB-TOTAL TAXES 9100</i>	1,872,580	1,040,846.45	1,059,992.00	812,588.00	56.61%
94941000	Interest Income	38,000	5,607.00	6,192.00	31,808.00	16.29%
94942900	Building Rental Other	135,000	24,009.48	94,982.45	40,017.55	70.36%
94943900	Cell Tower Leases	47,300	3,958.17	27,707.19	19,592.81	58.58%
94944800	Rec.Concessions Final 9	22,000	605.00	11,493.60	10,506.40	52.24%
94945900	Other Vending Devices	-		0.00	0.00	
94949000	Concessions - Other	-		0.00	0.00	
95952200	Homeowner Prop. Tax Relief	13,000	5,903.91	5,903.91	7,096.09	45.41%
95952900	In-Lieu Taxes	342,000	7,594.60	7,594.60	334,405.40	2.22%
95956900	State Aid - Other Misc. Programs	198,000		0.00	198,000.00	
96963313	Miscellaneous Fees	1,000		754.95	245.05	75.50%
96964600	Recreation Service Charges	615,000	46,910.06	198,842.63	416,157.37	32.33%
96969700	Security Services	100		233.69	-133.69	233.69%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	2,000		1,710.00	290.00	85.50%
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	3,642.20	177,215.24	-8,815.24	105.23%
	<i>SUB-TOTAL OTHER MISC. INCOME</i>	1,582,070	98,230.42	532,630.26	1,049,439.74	33.67%
	<i>TOTAL BUDGET AMOUNT</i>	3,454,650	1,139,076.87	1,592,622.26	1,862,027.74	46.10%

OLLAD EXPENDITURES
FOR THE MONTH ENDING
JANUARY 31, 2025

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1907340048	20203500	US BANK NATIONAL ASSOCIAT	EDUCATION/TRAINING SERVICES	102.64
1907329282	20207600	TOLLEFSON AND ASSOCIATES	OFFICE SUPPLIES	135.71
1907336145	20207600	CSLS INC	OFFICE SUPPLIES	17.66
1907340048	20207600	US BANK NATIONAL ASSOCIAT	OFFICE SUPPLIES	200.37
				353.74
1300887612	20210300	SMUD REIMBURSEMENT	AGRICULTURAL/HORTICULTURAL SERVICES	-1,250.00
1907348272	20210300	NORTHERN CALIFORNIA INALL	AGRICULTURAL/HORTICULTURAL SERVICES	150.00
				-1,100.00
1907333615	20211200	LOWES BUSINESS ACCOUNT	BUILDING MAINTENANCE SUPPLIES/MATER	141.97
1907340333	20211200	AMERICAN RIVER ACE HARDWA	BUILDING MAINTENANCE SUPPLIES/MATER	107.21
				249.18
1907336127	20212200	AQUA SOURCE INC	CHEMICAL SUPPLIES	6,102.96
1907336130	20213100	AGUSTIN GUZMAN	ELECTRICAL MAINTENANCE SERVICES	4,180.00
1907340333	20213200	AMERICAN RIVER ACE HARDWA	ELECTRICAL MAINTENANCE SUPPLIES	19.54
1907340333	20214200	AMERICAN RIVER ACE HARDWA	LAND IMPORVEMENT MAINTENANCE SUPPL	17.22
1907340338	20214200	GORDON COOK	LAND IMPORVEMENT MAINTENANCE SUPPL	364.11
1907340347	20214200	HD SUPPLY INC	LAND IMPORVEMENT MAINTENANCE SUPPL	37.24
				418.57
1907340333	20218200	AMERICAN RIVER ACE HARDWA	IRRIGATION SUPPLIES	18.30
1907336126	20219100	SMUD	ELECTRICITY	5,848.43
1907340316	20219200	PACIFIC GAS AND ELECTRIC	NATURAL GAS/LPG/FUEL OIL	2,000.29
1907340309	20219300	ALLIED WASTE SERVICES OF	REFUSE COLLECTION/DISPOSAL SERVICES	2,363.16
1907329297	20219500	AREA PORTABLE SERVICES IN	SEWAGE DISPOSAL SERVICES	171.58
1907329296	20219500	AREA PORTABLE SERVICES IN	SEWAGE DISPOSAL SERVICES	171.58
1907343447	20219500	COUNTY OF SACRAMENTO	SEWAGE DISPOSAL SERVICES	913.15
1907343474	20219500	AREA PORTABLE SERVICES IN	SEWAGE DISPOSAL SERVICES	171.58
1907343449	20219500	AREA PORTABLE SERVICES IN	SEWAGE DISPOSAL SERVICES	171.58
1300887612	20219500	OV HISTORY PROJECT	SEWAGE DISPOSAL SERVICES	-77.40
1907348268	20219500	COUNTY OF SACRAMENTO	SEWAGE DISPOSAL SERVICES	938.19
				2,460.26
1907329280	20219800	ORANGEVALE WATER COMPANY	WATER	3,528.11
1907340328	20219800	ORANGEVALE WATER COMPANY	WATER	99.40
1907340048	20219800	US BANK NATIONAL ASSOCIAT	WATER	33.03
1907343446	20219800	ORANGEVALE WATER COMPANY	WATER	7,204.73
1300887612	20219800	OV HISTORY PROJECT	WATER	-43.66
				10,821.61
1907336140	20220500	NAZIR GROUP	AUTO MAINTENANCE SERVICES	99.47
1907340048	20220500	US BANK NATIONAL ASSOCIAT	AUTO MAINTENANCE SERVICES	135.00
				234.47
1907329281	20220600	GENERAL PARTS DISTRIBUTIO	AUTO MAINTENANCE SUPPLIES	10.49
1907336138	20220600	GENUINE PARTS CO	AUTO MAINTENANCE SUPPLIES	35.55
1907336133	20220600	GENUINE PARTS CO	AUTO MAINTENANCE SUPPLIES	27.45
1907336131	20220600	GENUINE PARTS CO	AUTO MAINTENANCE SUPPLIES	143.72
1907340340	20220600	GENUINE PARTS CO	AUTO MAINTENANCE SUPPLIES	250.12

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

Account Number	Expenditure Account	Budgeted 2024/2025	Current Expenditure	Expeditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20203500	Education/Training Service	3,000.00	102.64	252.64	2,747.36	92%
20206100	Membership Dues	200.00		-	200.00	100%
20207600	Office Supplies	300.00	353.74	353.74	(53.74)	-18%
20207602	Signs	2,000.00		-	2,000.00	100%
20207603	Keys	800.00		326.99	473.01	59%
20210300	Agricultural/Horticultural Service	12,500.00	(1,100.00)	7,396.25	5,103.75	41%
20210400	Agricultural/Horticultural Supply	12,000.00		5,957.89	6,042.11	50%
20211200	Building Maint. Supplies	10,000.00	249.18	5,854.50	4,145.50	41%
20212200	Chemicals	68,000.00	6,102.96	19,622.07	48,377.93	71%
20213100	Electrical Maint. Service	5,000.00	4,180.00	4,350.00	650.00	13%
20213200	Electrical Maint. Supplies	2,600.00	19.54	986.93	1,613.07	62%
20214100	Land Improv. Maint. Service	40,000.00		1,369.00	38,631.00	97%
20214200	Land Improv. Maint. Supplies	36,500.00	418.57	10,060.15	26,439.85	72%
20215100	Mechanical System Maint. Ser	8,000.00		1,102.50	6,897.50	86%
20215200	Mechanical System Maint. Sup	3,000.00		35.17	2,964.83	99%
20216200	Painting Supplies	1,500.00		58.12	1,441.88	96%
20216700	Plumbing Maint. Service	1,000.00		-	1,000.00	100%
20216800	Plumbing Maint. Supplies	2,300.00		66.23	2,233.77	97%
20218100	Irrigation Service	2,000.00		-	2,000.00	100%
20218200	Irrigation Supplies	16,000.00	18.30	13,708.38	2,291.62	14%
20218500	Permit Charges	5,000.00		1,918.42	3,081.58	62%
20219100	Electricity	81,000.00	5,848.43	51,038.84	29,961.16	37%
20219200	Natural Gas / LPG/ Fuel Oil	40,000.00	2,000.29	7,977.65	32,022.35	80%
20219300	Refuse Collection / Disposal Service	23,000.00	2,363.16	12,593.02	10,406.98	45%
20219500	Sewage Disposal Service	15,000.00	2,460.26	9,438.38	5,561.62	37%
20219700	Telephone System	100.00		-	100.00	100%
20219800	Water	80,940.00	10,821.61	63,768.03	17,171.97	21%
20219900	Telephone System Maintenance	1,500.00		-	1,500.00	100%
20220500	Auto Maintenance Service	6,500.00	234.47	1,259.74	5,240.26	81%
20220600	Auto Maintenance Supplies	5,600.00	467.33	2,720.36	2,879.64	51%
20221200	Construction Equip. Maint. Sup.	500.00		-	500.00	100%
20222600	Expendable Tools	2,000.00	513.84	1,358.55	641.45	32%
20223600	Fuel & Lubricants	27,400.00	1,195.16	13,310.96	14,089.04	51%
20227500	Rent/Lease Equipment	2,200.00		1,041.28	1,158.72	53%
20228100	Shop Equip. Maint. Service	1,700.00	402.41	1,412.13	287.87	17%
20228200	Shop Equip. Maint. Supplies	9,000.00	467.57	2,064.32	6,935.68	77%
20229100	Other Equip. Maint. Service	1,500.00		1,966.52	(466.52)	-31%
20229200	Other Equip. Maint. Supplies	3,500.00		1,640.71	1,859.29	53%
20231400	Clothing/Personal Supplies	3,700.00	124.78	970.19	2,729.81	74%
20232100	Custodial Service	0.00		-	0.00	#DIV/0!
20232200	Custodial Supplies	19,000.00	2,051.74	9,209.60	9,790.40	52%
20250500	Accounting Services	3,500.00		-	3,500.00	100%
20252500	Engineering Services	15,100.00		15,064.69	35.31	0%
20253100	Legal Services	5,000.00		-	5,000.00	100%
20257100	Security Services	26,000.00		12,121.96	13,878.04	53%
20259100	Other Professional Services	33,000.00	562.00	1,967.00	31,033.00	94%
20289800	Other Operating Expenses Sup.	16,000.00		639.50	15,360.50	96%

Account Number	Expenditure Account	Budgeted 2024/2025	Current Expenditure	Expenditures to Date	Funds Available	% Left
	SUB-TOTAL	654,440.00	39,857.98	284,982.41	369,457.59	56%
3000	OTHER CHARGES					
30321000	Interest Expense	0.00		-	0.00	0%
30322000	Bond/Loan Redemption	0.00		-	0.00	0%
30345000	Taxes/Licenses/Assess Trans	1,300.00		1,244.91	55.09	4%
	SUB-TOTAL	1,300.00	-	1,244.91	55.09	4%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	230,000.00		74,979.90	155,020.10	67%
43430300	Equipment	17,500.00	7,199.00	7,199.00	10,301.00	59%
	SUB-TOTAL	247,500.00	7,199.00	82,178.90	165,321.10	67%
	GRAND TOTAL	903,240.00	47,056.98	368,406.22	534,833.78	59%

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

Account Number	Expenditure Account	Budgeted 2024/2025	Current Expenditures	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
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	1,450.00	58%
20210400	Agricultural/Horticultural Supplies	1,500.00		-	1,500.00	100%
20219800	Water	850.00	172.20	632.90	217.10	26%
20223600	Fuel & Lubricants	1,000.00	67.81	660.95	339.05	34%
20250500	Accounting Services	680.00		-	680.00	100%
20252500	Engineering Services	1,000.00		2,837.50	(1,837.50)	-184%
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	
	SUB-TOTAL	8,650.00	240.01	5,181.35	3,468.65	40%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	0.00		-	0.00	0%
	SUB-TOTAL	0.00	-	-	0.00	0%
	GRAND TOTAL	8,650.00	240.01	5,181.35	3,468.65	40%

**ORANGEVALE RECREATION & PARK DISTRICT
MAINTENANCE COMMITTEE MEETING
FRIDAY, FEBRUARY 7, 2025
MEETING RECAP**

1. **CALL TO ORDER** *The meeting was called to order at 11:45 a.m.
Roll Call: Director Stickney, Director Meraz, Administrator Herz, Parks Superintendent Oropeza, and Recreation Supervisor Bain were present.*
2. **PUBLIC DISCUSSION** *There was no public discussion.*
3. **RECAP MINUTES FROM 3/31/23 MEETING** *The recap minutes were reviewed and accepted.*
4. **UNFINISHED BUSINESS** *There was no unfinished business.*
5. **NEW BUSINESS**
 - A. Fire Mitigation Plan – Orangevale Community Park and other parks
*Communications from community members were discussed. Director Meraz presented a newspaper article on wildfire prevention. Admin Herz presented a plan to pursue the Local Conservation Corps Nature-Based Solutions Grant Program to address fire fuel reduction and habitat restoration in OCP Nature Area, Rollingwood Nature Area, and Sundance Nature Supt. Oropeza outlined his communications with the California Conservation Corps, and his plans for implementation. Locations in need of fuel reduction were discussed, and staff were asked to also consider expanding the project to Norma Hamlin Park and Shackleton Woods. Supt. Oropeza shared that the grant funding would result in some limitations on the type of equipment utilized in the project. Admin. Herz discussed the funding mechanism of the possible grant, and suggested that OVparks allocate \$50,000 towards wildfire prevention, in hopes to secure up to \$200,000 in assistance from the grant. The Committee recommended structuring the project to include the current and the next fiscal year. Admin Herz verified that, by incorporating both fiscal years, the funds needed for 24/25 FY would be manageable within the approved Budget.
Additional efforts to inform smokers of fire dangers became part of the Park Signage Discussion.*
 - C. Park Signage Discussion –
Signage would be created to help educate/inform/enforce no-smoking in nature areas, dogs off leash, and e-bike and motorbike usage. Adding a sign where horse riders occasionally ride near the disc golf area warning of projectile danger was also recommended.
 - B. Big Day of Service – Projects in our Parks
Supt. Oropeza presented a draft of the 2025 proposed projects for Big Day of Service. All 8 projects discussed received positive feedback from the Directors. Director Stickney suggested additional tree plantings at OCP and Rollingwoods. Supt. Oropeza identified that several sponsors and volunteer groups would like to work with us again. Supt. Oropeza and Admin Herz will continue with outreach. The final project list will be adjusted in conjunction with the BDOS coordinator and community input.
 - D. Deferred Maintenance / Capital Replacement Schedule and Priorities
*Deferred Maintenance: The committee reviewed the Maintenance Goals for Spring/Summer 2025. Supt. Oropeza will address the less time-sensitive maintenance once he has hired additional staff. Spvr. Bain will ensure that the OCC Kitchen has the hood cleaned for safety.
Capital Replacement and Priority Schedule: The committee reviewed the outstanding Capital Improvement Projects (CIP). Priorities were reviewed and re-calibrated, and additional projects were added. Results attached.*
6. **DIRECTOR'S AND STAFF'S COMMENTS**
Director Meraz recommended connecting with San Juan Unified to re-engage in discussion about establishing a safe walking route near Shackleton Woods. The Committee asked staff to review the issues created by water drainage from Pasture Middle School into the park.
7. **ITEMS FOR NEXT AGENDA** *The Committee would like to meet twice a year.*
8. **ADJOURNMENT** *1:20pm*

OV Parks Working-Draft Project List for 25/26 - updated Feb 7, 2025 - Includes Maintenance Committee Input

Committee Priority	OV Parks Recommended CIP for FY 24/25	Est. Financial Allocation	New or Defered Maint	Notes	Budget Area	Board Priority
1	Pool Covers, 2nd set (\$4000 each x2)	8,000	DM	Reduces heat loss		
1	Replace Remaining Roof at Community Center (not metal roof)	133,000	DM	Needed Maint		
1	Roof on Building 1 (&2)		DM	Needed Maint		
1	Replace Trailer		DM	Safety		
1	Additional HVAC Replacement at Community Center	TBA	DM	Improvement for Rentals		
1	Parking Lot Repair (Community Center Park + North lot)	70,000	DM	Needed Maint / Wrap-up driveway project		
2	Almond Park Concrete		DM	Safety		
2	Termistats @ Youth Center + additional buildings		New	Reduces Staff Time		
2	Almond Park Tot Lot Surfacing Replacement	28,600	DM	Infrastructure + Safety		
2	Additional General Playground Repairs	\$5,000 - 15000	DM	Safety		
2	Almond and Pecan Court Repair	35,000	DM	Needed Maint		
2	3rd group of Pool Covers (\$3500 each x3)	10,500	DM	Reduces heat loss		
2	Parking Lots at Horse Arena / Filbert & Oak	TBA	DM	Needed Maint		
3	Kenneth Grove Improvements	16,000	New	Separate Budget		
3	Youth Center Park Playground	\$50,000 - \$120,000	New	Infrastructure		
3	Additional Trails at OCCP	\$10K w/ grant	New	Possible SCC Grant		
3	2nd Mower	25,000	New	Reduces staff time		
3	Streng Park Trails (outreach only in 24/25)	10,000	New	Possible SCC Grant		
3	Concrete work at OV Community Park	20,000	DM	Needed Maint		
3	Outdoor Sport Court Repair (OCP Tennis/Pickleball, Pecan Basketball, Youth Cntr. Basketball)	38,500	DM	Needed Maint		
3	New Roof at Youth Center	55,000	DM	Infrastructure		
3	Remodel a Public Restroom Building (Disc Golf or Pecan)	22,000	DM	Needed Maint		
4	Replace 6" water-line at Filbert	30,000	DM	Infrastructure		
4	Mural on Retaining wall at OCCP	5,000	New	Community Improvement		
4	Shade at Community Center Theater	80,000	New	possible Rotray \$25,000 grant		
4	Expand Shop / Improve Corp Yard		DM	Infrastructure / Reduces staff time		
4	Additional Vehical(s)	35,000	DM	Needed Maint		
4	Trail enhancement	TBA	DM	Infrastructure		
4	Disc Golf (soil erosion, tee boxes, practice area)	275,000	DM	Infrastructure		
4	Replace a Playground (Almond or Comm. Park)	165,000	DM	Infrastructure + Safety		
5	Surveillance Equipment for Pool	18,000	New	Security		
5	Add a New Bridge at Pecan Park	44,000	New	Infrastructure		
5	Fix gate at North Property of OCCP		DM	Security		
5	Repair Palisades Tennis Courts or Convert to Other Purpose	35,200	DM	Needed Maint		

**ORANGEVALE RECREATION & PARK DISTRICT
RECREATION COMMITTEE MEETING
FRIDAY, FEBRUARY 7, 2025
MEETING RECAP**

1. **CALL TO ORDER** *The meeting was called to order at 11:00 a.m.
Roll Call: Director Stickney, Director Meraz, Administrator Herz, Admin Services Supervisor Woodford, and Recreation Supervisor II Bain were present. Marga Brunner from Common Kettle LLC was also in attendance.*
2. **PUBLIC DISCUSSION** *There was no public discussion.*
3. **RECAP MINUTES FROM 11/07/24 MEETING** *This item was moved to the next meeting.*
4. **UNFINISHED BUSINESS** *There was no unfinished business.*
5. **NEW BUSINESS**
 - A. Review applications for upcoming large special event rentals
 1. Review application by Common Kettle, LLC to host the Orangevale Farmers Market & Beer & Wine Garden at Orangevale Community Center Park on designated Thursdays in 2025. *Marga Brunner of Common Kettle presented to the Committee information about her plans for the 2025 Farmers Market. Discussion included dates, event layout, security, and new regulations. The Recreation Committee support the event contract to be brought to the Board of Directors for consideration. The Committee specified that OVparks would need verification that all permits necessary are in place and current. Additionally, the Committee specified that Common Kettle LLC would need to verify the number of security guards per CA laws and ABC Licensing, to correlate with the number of attendees at the Farmers Market. Staff and Committee Members expressed their appreciation for the quality and community benefits of the Farmers Market.*
 2. Review application by Final 9 Sports to host the St. Patrick's Day Tournaments at Shady Oaks Disc Golf Course on March 14, 15, 16, and March 21, 22, and 23. *The Recreation Committee supports the contract to be brought to the Board of Directors for consideration*
 - B. Protocol for re-occurring events
Supervisor Bain presented the option of approving re-occurring community events for multiple years, to streamline the event rental process. The Recreation Committee opted to make no changes in the review process at this time.
6. **DIRECTOR'S AND STAFF'S COMMENTS** *There were no additional comments.*
7. **SET DATE FOR NEXT MEETING** *The next meeting is TBA – as needed*
8. **ITEMS FOR NEXT AGENDA** *There were no items for the next agenda*
9. **ADJOURNMENT** *11:40 a.m.*

STAFF REPORT



DATE: 2-20-25

TO: Board of Directors

FROM: Becky Herz, District Administrator

SUBJECT: **MONTHLY ACTIVITY REPORT – JANUARY 2025**

ADMINISTRATION ACTIVITY

- On January 1, OVparks hosted the annual Polar Bear Plunge.
- On January 16, Admin. Herz and Superintendent Oropeza met with Tom Carden, Project Director for Big Day of Service, to discuss park projects for 2025.
- On January 18, Admin. Herz began attending Cosumnes River College for CMT 120 – Construction Law.
- On January 22, OVparks held an all-staff meeting to promote the District’s new cultural initiative: Operation Chill Citrus
- On January 25, Admin. Herz and Superintendent Oropeza participated in the Orangevale Rotary Club’s Annual Crab Feed.
- On January 29, District staff celebrated the contributions of Nelson Kirk, Park Maintenance Worker II, who retired on Feb 1 after 7 years of dedicated service to the Orangevale Community.
- On January 29, Admin. Herz and four Board Members attended the California Association of Recreation and Park Districts Board Member Orientation and Brown Act training on-line.
- On January 30, eleven OVparks staff members joined employees of neighboring park districts in a De-escalation Training hosted by the Sacramento County Sheriff’s Department.

DISTRICT INFORMATION & UPDATES

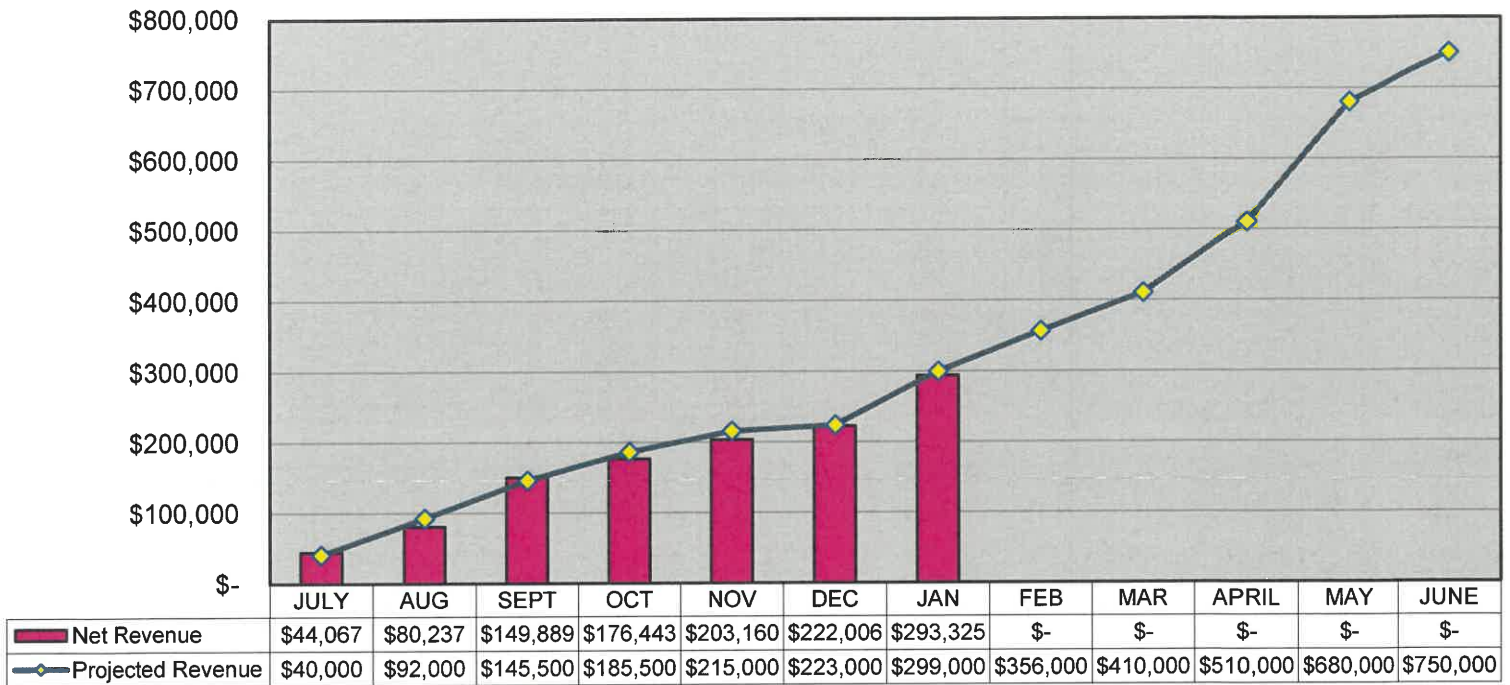
- CAPRI is now providing employment practices and legal advice services directly through PRISM. A Legal Services Engagement Agreement has been established between OVparks and PRISM. Access to PRISM legal advice is designed to go through the Board Chair and/or the District Administrator. This practice will be implemented as District policies are updated.
- The Recreation Department has expanded its programming in 2025 with the addition of the following offerings this Spring and Summer:
 - Amazing Athletes Tots – for youth ages 2.5-5
 - Hip Hop Dance – for youth ages 3.5-5 and 5-9
 - Creative Art Club – for preschool children
 - RoboThink STEM Battle Robots – for youth ages 7-14
 - Nights of Wonder – for youth ages 4-10
 - Kayaking Eco Tours – for participants ages 14+
 - Women’s Wealth and Wisdom – for adult participants
 - One-Day Swim Stroke Clinics – for youth ages 6-18
 - Exceptional Needs Youth Swim Lessons – for youth
 - Cheer & Dance Clubs from NAofA – for youth 6-13
 - Summer Flag Rugby Camp from Skyhawks – for youth ages 6-13
 - Spring Swim Clinics – for youth ages 6-18 (returning program)
 - Wiggles and Giggles Preschool Camp (returning program)
 - New Events:
 - Ties and Tiaras
 - OV’s Got Talent

RECREATION Monthly Report: January 2024

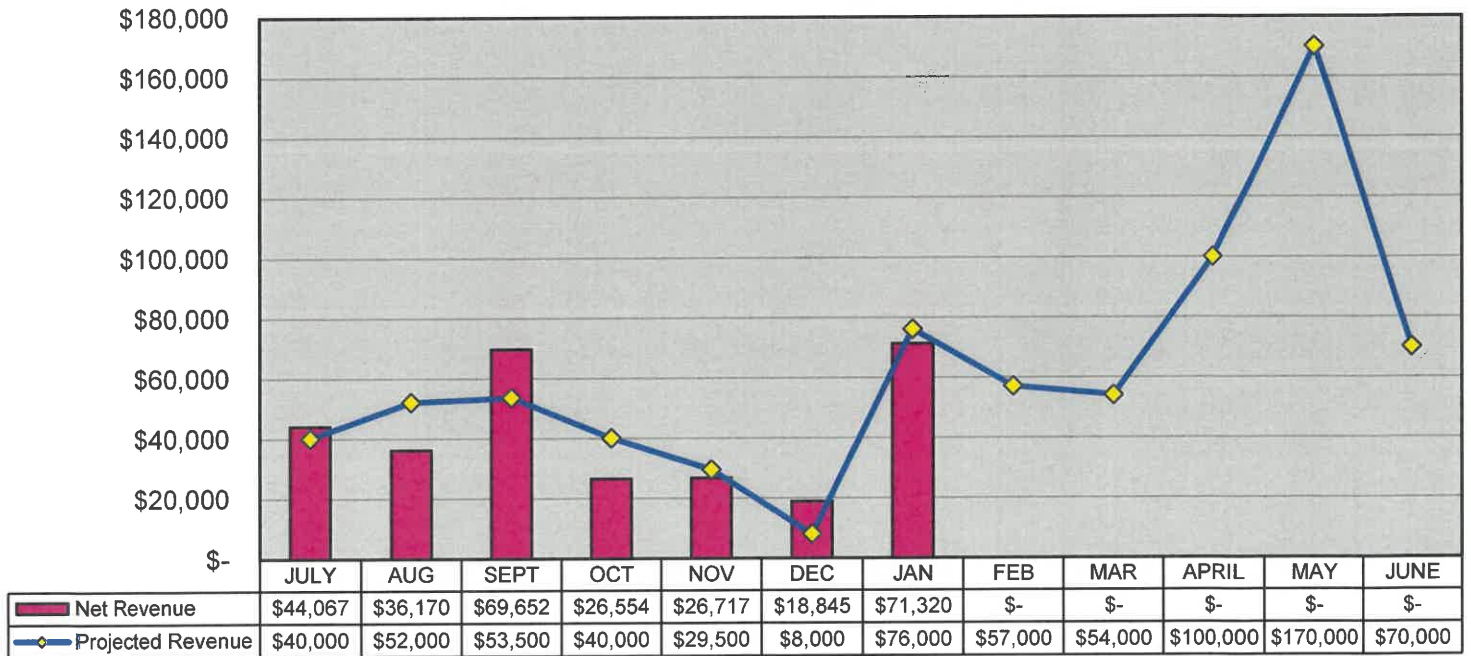
January	Enrollment	Attendance	Gross Revenue
Active Adults			
Bridge	42		\$ 84.00
Mens 3 on 3	31		\$ 1,209.00
Mid Day Movie		9	
M.O.V.E. Bingo		18	
Active Adults Sub Total	73	27	\$ 1,293.00
Classes			
Artist Studio	23		\$ 1,311.00
Basic Horsemanship	3		\$ 576.00
RTI Basic Life Support	1		\$ 85.00
RTI Pediatric CPR & First Aid	1		\$ 85.00
Ukulele Fretters	18		\$ 18.00
Classes Sub Total	46	0	\$ 2,075.00
Events			
Polar Bear Plunge	114		\$ 663.00
Events Sub Total	114	0	\$ 663.00
Preschool			
Orange Blossoms	13		\$ 3,324.00
	13		\$ 3,324.00
Sports & Fitness			
Aikido - Family Training	3		\$ 285.00
Aikido - Teen/Adult	7		\$ 1,113.00
Aikido - Youth	2		\$ 190.00
Chen Tai-Chi Chuan	12		\$ 600.00
Shotokan Youth Center Karate	3		\$ 825.00
Shotokan Grange Hall Karate	1		\$ 275.00
Turns n Tumble - Baby Ballet	8		\$ 264.00
Turns n Tumble - Pre Ballet	3		\$ 99.00
Winter Youth Basketball	94		\$ 11,750.00
Sports & Fitness Sub Total	130	0	\$ 15,401.00
Trips			
Collette Trips	3		\$ 956.29
Trips Sub Total	3		\$ 956.29
GRAND TOTAL	379	27	\$ 23,712.29

January Gross Revenue Recap –January OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$71,320 which is \$4,680 below the projected amount, and \$10,372 more than last January. January recreation revenue came in at \$46,910 which is \$14,090 below the projected amount. The January facility revenue came in at \$24,409 which is \$9,409 above the projected amount. *Please note the revenue referenced here includes prepayments for future programs while the revenue figures listed in the chart above represent revenue attributed to programs occurring in January.*

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: January 2025

Park Infrastructure

- Staff continue to conduct monthly playground inspections and make repairs on site as needed.
- Staff patched roof leaks on Building #1 and Building #2 in the North section of OCCP.
- Staff repaired approximately 16ft of fence at Horse Arena.
- Graffiti was removed from the Orangevale-Streng corridor, Pecan Park, and OCP.
- A sink was vandalized at Orangevale Community Park. Staff repaired the plumbing and reinstalled the faucet.
- Staff removed homeless encampments from Pecan Park, Orangevale Community Park, and Sundance Park.
- Staff replaced the wooden privacy wall at the Pecan Park men's restroom. Staff also installed new framing and siding.
- Staff rebuild and re-installed the Norma Hamlin Little Library.
- Staff installed two "No E-Bike" signs along the new trail area at OCCP.

Mechanics

- Staff continue to conduct basic maintenance on small engine equipment and mowers.
- Staff fixed the 2005 Ranger; the computer was replaced and reprogrammed by a mechanic.

Park Irrigation

- All irrigation is off.
- Staff replaced a hose bib at Kidz Korner building.

Park Grounds

- Staff continued ongoing maintenance at all parks and trails (restrooms, trash, mowing, edging & blowing).
- Staff continued to mulch leaves at various parks throughout the District.
- Staff pruned around the Horse Arena area.

Other Items

- Staff has been coordinating with Mountainview tree company to spread woodchips at Disk Golf. The chips will be used to preserve the trees and to prevent wash-off in sloped areas.

OVparks Photos of Interest: January 2024

Nelson Kirk, PM II & Tree-Advocate



Kidz Korner field trip to Sacramento Children's Museum



OVpark Staff Celebrating Nelson Kirk's contribution to the Team





RESOLUTION NO: 25-02-735

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

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

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

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

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

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

PASSED AND ADOPTED this 20th day of February 2025 by the following vote, to wit:

AYES :

NOES:

ABSENT:

ABSTAIN:

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

CLERK OF THE BOARD



RESOLUTION NO: 25-02-736

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

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

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

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

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

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

PASSED AND ADOPTED this 20th day of February 2025 by the following vote, to wit:

AYES :

NOES:

ABSENT:

ABSTAIN:

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

CLERK OF THE BOARD

STAFF REPORT



DATE: 02-20-2025

TO: Board of Directors

THROUGH: Becky Herz, District Administrator

FROM: Jason Bain, Recreation Supervisor II

SUBJECT: APPROVAL OF THE AGREEMENTS WITH FINAL 9 TO HOLD THE ANNUAL ST. PATRICK'S DAY DISC GOLF TOURNAMENTS AT THE SHADY OAKS COURSE AT ORANGEVALE COMMUNITY PARK ON MARCH 14-16 AND MARCH 21-23, 2025

RECOMMENDATION

Approve the agreements with Final 9 to hold the annual St. Patrick's Day Golf Tournaments at the Shady Oaks Course at Orangevale Community Park on March 14-16 and March 21-23, 2025.

BACKGROUND

Final 9 submitted special event applications to hold the St. Patrick's Classic Amateur Disk Golf Tournament on March 14-16, 2025, and the St. Patrick's Classic California Professional State Championship disc golf tournament on March 21-23, 2025. Both events are to take place at the Shady Oaks Course at Orangevale Community Park. The location of these events will include the entire Shady Oaks Disc Golf Course and expanding out into the horse arena and soccer field. The event is also requesting the non-exclusive use of the Horse Arena parking lot, the Oak Ave gravel parking lot, and the Filbert Ave parking lot. These events are disc golf tournaments, which promote outdoor activities, community sports, physical fitness, and community. These events will run from 7am on Friday to 7pm on Sunday of the respective dates. The rental fee for each event is \$1,389.

RECOMMENDED MOTION

I move we approve the agreements with Final 9 to hold the annual St. Patrick's Day Golf Tournaments at the Shady Oaks Course at Orangevale Community Park on March 14-16 and March 21-23, 2025, and authorize the District Administrator to execute the agreement.

PERMIT AGREEMENT

This Agreement is made and entered into this 20th day of February 2025, 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 Final 9 Sports, 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, Shady Oaks Disc Golf Course, located at 7208 Hazel Ave, Orangevale, California, hereinafter referred to as the "Property"; and

WHEREAS, Permittee desires to use the Property for the *St Patrick’s Amateur State Championships* special event on March 14, 15, and 16, 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 *St Patrick’s Classic Amateur State Championships* March 14, 15, and 16, 2025 (the “Event”) for a Disc Golf Tournament. 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 March 14, 2025, and is required to complete Event take-down and cleanup by Sunday, March 16, 2025, at 7:00 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, March 16, 2025, at 7:00 p.m.

Permittee shall be entitled to authorize the use of tents, camper trucks and trailers by exhibitors, concessionaires, and Permittee’s officials from Friday March 14, 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 Friday, Sunday, March 16, 2025, at 7:00 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 3, 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 one thousand, three hundred and eighty nine dollars (**\$1,389**) (the “Rental Fee”) no later than March 3, 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 Friday, September 16, 2022 only.

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

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

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

OBLIGATIONS OF PERMITTEE

6. Permittee understand and agrees to do the following:

a. Permittee shall attend a pre-event inspection walk-through which will take place on Thursday, March 13, 2025 with the District's representatives and the post-event inspection walk-through that will take place on Monday, March 17, 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, March 17, 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 for review by the District. Any feedback on the layout for the Event shall be given no later than March 21, 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 March 3, 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. As of 2022, if the District receives a total of 1.5” of rain, it will close outdoor park rentals to prevent damage to grounds. The District allows 48 hours of drying time to reopen most grounds. Athletic fields often require additional drying time.

NOTICE

18. Service of Notice.

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

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

Final 9 Sports
Bruce and Jennifer Knisley
7208 Hazel Ave
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 & Park District

Final 9 Sports

By _____
Jason Bain Recreation Supervisor II

By _____
Bruce or Jennifer Knisley

Date: _____

Date: _____

PERMIT AGREEMENT

This Agreement is made and entered into this 20th day of February 2025, 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 Final 9 Sports, 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, Shady Oaks Disc Golf Course, located at 7208 Hazel Ave, Orangevale, California, hereinafter referred to as the "Property"; and

WHEREAS, Permittee desires to use the Property for the *St Patrick's Classic State Championships* special event on March 21, 22, and 23, 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 *St Patrick's Classic Amateur State Championships* March 21, 22, and 23, 2025 (the "Event") for a Disc Golf Tournament. 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 March 21, 2025, and is required to complete Event take-down and cleanup by Sunday, March 23, 2025, at 7:00 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, March 23, 2025, at 7:00 p.m.

Permittee shall be entitled to authorize the use of tents, camper trucks and trailers by exhibitors, concessionaires, and Permittee's officials from Friday March 14, 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 Friday, Sunday, March 23, 2025, at 7:00 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 3, 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 one thousand, three hundred and eighty nine dollars (**\$1,389**) (the “Rental Fee”) no later than March 3, 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 Friday if requested.

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

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

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

OBLIGATIONS OF PERMITTEE

6. Permittee understand and agrees to do the following:

a. Permittee shall attend a pre-event inspection walk-through which will take place on Thursday, March 20, 2025 with the District's representatives and the post-event inspection walk-through that will take place on Monday, March 24, 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, March 24, 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 for review by the District. Any feedback on the layout for the Event shall be given no later than March 28, 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 March 3, 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. As of 2022, if the District receives a total of 1.5” of rain, it will close outdoor park rentals to prevent damage to grounds. The District allows 48 hours of drying time to reopen most grounds. Athletic fields often require additional drying time.

NOTICE

18. Service of Notice.

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

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

Final 9 Sports
Bruce and Jennifer Knisley
7208 Hazel Ave
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 & Park District

Final 9 Sports

By: _____
Jason Bain Recreation Supervisor II

By: _____
Bruce or Jennifer Knisley

Date: _____

Date: _____

STAFF REPORT



DATE: 02-20-2025

TO: Board of Directors

THROUGH: Becky Herz, District Administrator

FROM: Jason Bain, Recreation Supervisor II

SUBJECT: APPROVAL OF THE AGREEMENT WITH COMMON KETTLE, LLC TO HOLD THE ORANGEVALE FARMERS MARKET AT THE ORANGEVALE COMMUNITY CENTER PARK ON DESIGNATED THURSDAYS IN 2025

RECOMMENDATION

Approve the agreement with Common Kettle, LLC to hold the Orangevale Farmers Market at Orangevale Community Center Park on designated Thursdays in 2025, May 1 to August 30, 2025.

BACKGROUND

Common Kettle, LLC began holding the Orangevale Farmers Market at the Orangevale Community Center Park in 2021. If approved, the opening day for 2025 would be May 1 and the final day would be October 30. The Market is held in the lawn area to the north of the Community Center Building. The rental fee for the market is \$65 per market.

The Recreation Committee specified that their support of this rental, which will include the serving of alcohol, is contingent upon verification that the amount of security guards meets the requirements of CA Laws and ABC License.

RECOMMENDED MOTION

I move we approve the agreement with Common Kettle, LLC to hold the Orangevale Farmers Market at Orangevale Community Center Park on Thursdays beginning May 1, 2025, and ending October 30, 2025 and authorize the District Administrator to execute the agreement.

**AGREEMENT TO HOST FARMERS MARKET
AT ORANGEVALE COMMUNITY CENTER PARK
2025**

THIS AGREEMENT is made and entered into as of this 20th day of February 2025, by and between the ORANGEVALE RECREATION AND PARK DISTRICT, a park district existing under authority of Public Resources Code § 5780 et seq., hereinafter referred to as “DISTRICT”, and COMMON KETTLE, LLC, hereinafter referred to as “RENTER”.

RECITALS

WHEREAS, the DISTRICT is the owner and operator of Orangevale Community Center Park; and DISTRICT is interested in forming a partner/rental relationship to help bring a Farmers Market to our parks to help promote health, wellness, local growers, and sense of Orangevale pride and community; and

WHEREAS, the DISTRICT desires to enter into agreement with RENTER to host a FARMERS MARKET at Orangevale Community Center Park on Thursdays, May 1 – October 30, 2025 from approximately 1pm – 9pm; and

WHEREAS, RENTER has the necessary qualifications, experience, and personnel to accomplish the objectives set forth;

WHEREAS, the DISTRICT is authorized to enter into an agreement for specific special services with persons specially trained, experienced, and competent to perform such services;

WHEREAS, DISTRICT and RENTER desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, DISTRICT and RENTER agree as follows:

I. SCOPE OF SERVICES

RENTER shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of May 1, 2025, and shall end on October 30, 2025. The DISTRICT shall have the option to extend the term on a month-to-month basis. This Agreement may be terminated by 30 days written notice by the DISTRICT or RENTER.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO DISTRICT

ORANGEVALE RECREATION &
PARK DISTRICT
6826 Hazel Avenue
Orangevale, CA 95662
Attn: Jason Bain

TO RENTER

COMMON KETTLE, LLC.
6825 Walnut Avenue
Orangevale, CA 95662
Attn: Margaretha Elisabeth Brunner

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

RENTER agrees to abide by all applicable local, federal, and state accessibility standards and regulations.

RENTER shall observe and comply with all applicable federal, State, and County laws, regulations, and ordinances related to the use of the facility and public gatherings.

RENTER 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, face coverings, limits on the size of gatherings, use of appropriate sanitation practices, etc.

DISTRICT reserves the right to immediately revoke RENTER'S right to use of the facility under this agreement should RENTER fail to comply with any provision of this section.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS AND GOOD STANDING

- A. RENTER shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by DISTRICT. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by DISTRICT.
- B. RENTER further certifies to DISTRICT that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or County government agreements. RENTER certifies that it shall not contract with a subcontractor or vendor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

RENTER shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to RENTER'S services.

VIII. ALTERATIONS TO PROPERTY

RENTER agrees to return the property to its prior state following each Farmers Market evening. Any permanent, seasonal, or temporary alterations to DISTRICT property is to receive prior approval by DISTRICT, which may include specific timelines for the alterations to be allowed before returning to prior condition. Cooperative efforts are to be made by DISTRICT and RENTER for the betterment of the community.

IX. BENEFITS WAIVER

- A. It is understood and agreed that RENTER (including RENTER'S employees and any vendors) has no relationship of employer-employee with the DISTRICT and shall not be entitled to any benefits provided to employees of DISTRICT. Such employee benefits include, but are not limited to: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to regular employees pursuant to the County Charter, the Sacramento County Employees' Retirement System (SCERS) and/or any and all memoranda of understanding between DISTRICT and its employee organizations. The RENTER hereby indemnifies and holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. If, in the performance of this Agreement, any third persons are employed by RENTER, such person shall be entirely and exclusively under the direction, supervision, and control of RENTER. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by RENTER, and the DISTRICT shall have no right or authority over such persons or the terms of such employment.

X. **RESERVED**

XI. **NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

A. RENTER agrees and assures DISTRICT that RENTER (and any employees and vendors) shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of DISTRICT, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. RENTER shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of DISTRICT employees and agents, and recipients of services are free from such discrimination and harassment.

B. RENTER represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.

C. RENTER agrees to compile data, maintain records, and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.

XII. **INDEMNIFICATION**

To the fullest extent permitted by law, RENTER shall indemnify, defend, and hold harmless DISTRICT and the County of Sacramento, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims") including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not

limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the RENTER, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the RENTER, or for which the RENTER is legally liable under law regardless of whether caused in part by an Indemnified Party. RENTER shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Civil Code.

To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by RENTER.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

XIII. INSURANCE

Without limiting RENTER'S indemnification, RENTER shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of RENTER to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance requirements specified in Exhibit B. It is understood and agreed that DISTRICT shall not make park facilities available to RENTER under this Agreement unless and until DISTRICT is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

XIV. INFORMATION TECHNOLOGY ASSURANCES

RENTER shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by RENTER in the performance of services under this Agreement, other than those owned or provided by DISTRICT, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to DISTRICT under this Agreement.

XV. RENTAL PAYMENT & SECURITY DEPOSIT

- A. The rental payment and security deposit under this Agreement shall be limited to the Total Payment Amount set forth in Exhibit C as created and/or modified by the DISTRICT in accordance with this Agreement.

- B. DISTRICT shall submit an invoice monthly to RENTER. RENTER shall submit payment to DISTRICT no later than the fifteenth (15th) day of the month following the invoice period.
- C. In the event RENTER fails to comply with any provisions of this Agreement, DISTRICT may suspend services until such non-compliance has been corrected.

XVI. RESERVED

XVII. SUBLETTING, ASSIGNMENT

- A. RENTER shall obtain prior written approval from DISTRICT before subletting any of the services delivered under this Agreement. RENTER remains legally responsible for the performance of all Agreement terms including work performed by third parties under sublets. Any subletting will be subject to all applicable provisions of this Agreement. RENTER shall be held responsible by DISTRICT for the performance of any subletter whether approved by DISTRICT or not.
- B. This Agreement is not assignable by RENTER in whole or in part, without the prior written consent of DISTRICT.

XVIII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon DISTRICT unless agreed in writing by Administrator and counsel for DISTRICT.

XIX. SUCCESSORS

This Agreement shall bind the successors of DISTRICT and RENTER in the same manner as if they were expressly named.

XX. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXI. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, RENTER shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of obligations set forth in local, State and federal law.

XXII. TERMINATION

- A. DISTRICT may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by DISTRICT to RENTER and it is later determined that RENTER was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. DISTRICT may terminate this Agreement for cause immediately upon giving written notice to RENTER should RENTER materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, DISTRICT may proceed with the work in any manner deemed proper by DISTRICT. If notice of termination for cause is given by DISTRICT to RENTER and it is later determined that RENTER was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. DISTRICT may terminate or amend this Agreement immediately upon giving written notice to RENTER, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the DISTRICT is suspended or delayed; 2) if funds in DISTRICT'S yearly proposed and/or final budget are not appropriated by DISTRICT for this Agreement or any portion thereof; or 3) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by DISTRICT as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, RENTER shall only pay for any Farmers Market dates completed and provided prior to notice of termination.

- E. Neither party shall incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that they can legally cancel.

XXIII. REPORTS

DISTRICT may request that RENTER, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports concerning Farmers Market to help both parties evaluate its level of success and the ability to make strategic plans and adjustments.

XXIV. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between DISTRICT and RENTER regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between DISTRICT and RENTER regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXV. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXVI. FORCE MAJEURE

Neither RENTER nor DISTRICT shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters whether or not similar to the foregoing, and acts or omissions or failure of cooperation of the other party or third parties (except as otherwise specifically provided herein).

XXVII. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XXVIII. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

Orangevale Recreation & Park District

COMMON KETTLE, LLC.

By: _____
Jason Bain Recreation Supervisor II

By: _____
Margaretha Elisabeth Brunner

Date: _____

Date: _____

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**EXHIBIT A to Agreement
between the ORANGEVALE RECREATION AND PARK DISTRICT,
hereinafter referred to as "DISTRICT",
and COMMON KETTLE, LLC
hereinafter referred to as "RENTER"**

SCOPE OF SERVICES

I. SERVICE LOCATION

Facility Name(s): Orangevale Community Center Park
Street Address: 6826 Hazel Avenue
City and Zip Code: Orangevale, CA 95662

II. SCOPE

- A. RENTER agrees to host a weekly Farmers Market on Thursdays from 3:00 pm to approximately 8:00 pm on behalf of the DISTRICT. Admission will be free to the public.
- B. The DISTRICT'S Administrator, or designee, may negotiate with RENTER and approve reasonable modifications in tasks, schedules, services, and staff assignments so long as such modifications are within the general scope of services provided under this Agreement, and are determined to be in the best interest of DISTRICT.
- C. The RENTER is granted a revocable permit by the DISTRICT to use the property as specified herein. This license does not create a property interest in RENTER and may be revoked at any time by DISTRICT with or without prior notice.
- D. The Farmers Market shall encourage strong community engagement and involvement, promote community-building and health outcomes, celebrate the diversity of the DISTRICT, and provide a fun and festive atmosphere that supports local agriculture.
- E. The Farmers Market shall include a balanced blend of vendor exhibits and activities as follows:
- **No less than 75% Farmers & Food Products**
This category encompasses fresh fruits, vegetables, herbs or flowers, bakery products, nut and fruit package products, eggs, cheese, oils, prepared foods, and beverages meeting Sacramento County Environmental Health Standards.

Exhibit A

- **Up to 25% Non-Food Products**

This category encompasses imitation flowers and floral, cookware, soaps, and other products.

- Local businesses and organizations, artisans, and musicians should be given an opportunity to participate.

- F. Cancellation of a Farmers Market is pursuant to the following conditions:
 - Inclement weather with sustained wind speeds exceeding 20 mph
 - Any Force Majeure circumstances as detailed in paragraph XXVI.

Notification of a cancelled Farmers Market must be communicated to the DISTRICT and all vendor participants by phone message, text and/or email a minimum of three hours prior to start time if feasible. A cancellation notice will also be posted on the RENTER'S web site, emailed to subscribers, and included in RENTER'S social media platforms.

III. RESPONSIBILITIES OF DISTRICT AND RENTER FOR SCOPE

- A. RENTER shall provide copies to the DISTRICT, or its authorized representatives, of all permits required to operate the Farmers Market in accordance with local, county and/or state health and safety regulations.
- F. RENTER shall provide a detailed Farmers Market Work Plan that includes:
 - A copy of the operational guidelines/rules for the Farmers Market.
 - A safety plan for all involved with the Farmers Market, including safety guidance related to COVID-19.
 - Vendor locations and an anticipated circulation pattern.
 - A plan for additional portable restrooms should the indoor restrooms provided by the DISTRICT prove to be insufficient.
 - Trash and recycling plan. Trash disposal and clean-up must be provided by the RENTER.
 - Staffing that includes a Manager onsite two (2) hours in advance of each Farmers Market start time and until the last vendor leaves.
 - Temporary Farmers Market signage installed and removed each week at locations mutually agreed to by DISTRICT and RENTER. The RENTER will be responsible for providing their own signage and promotion material.
- G. DISTRICT shall provide the following in support of the Farmers Market:
 - Approved use of the property each Thursday from approximately 1:00 pm until 9:00 pm
 - Provide indoor restroom facilities for customers and vendors, and maintenance of the restroom facilities

Exhibit A

- Access to parking for vendors and patrons on Farmers Market days a minimum of two hours before the market opens
- Park patrol, park maintenance, and waste services in support of the Farmers Market as needed and mutually agreed to by both parties
- Promotion of Farmers Market in DISTRICT media which may include the DISTRICT newsletter, website, social media, and community calendar.

*Note – The District has informed the renter that construction is likely to occur adjacent to the rental site. Temporary modifications to the site map may be necessary for 2024.

IV. AUTHORITY OF RENTER PERFORMING SCOPE OF WORK

RENTER is to provide and perform the scope of services covered by this Agreement. RENTER, including RENTER’S assigned personnel, shall have no authority to represent DISTRICT or DISTRICT staff at any meetings of public or private agencies unless an appropriate DISTRICT official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. RENTER shall possess no authority or right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligations whatsoever. DISTRICT is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

V. PUBLICATION OF DOCUMENTS AND DATA

RENTER shall provide marketing collateral materials promoting Farmers Market. DISTRICT requests that its name and/or logo be included in a prominent position on marketing materials developed to promote the Farmers Market. If any additional benefits are given to market sponsors, the DISTRICT’s support is also to be treated as a sponsor in terms of recognition and benefits.

VI. PERSONNEL

RENTER shall provide the organization, staffing and management of weekly Farmers Market. RENTER shall provide a list of subcontractors and/or partners, if any, and their specific roles for the Event(s). Key contacts for this project shall be as follows:

DISTRICT: Becky Herz, District Administrator
(W) 916-988-4373 * (C) 916-203-9728 * becky@ovparks.com

DISTRICT: Jason Bain, Recreation Supervisor
(W) 916-988-4373 * (C) 916-847-2607 * jason@ovparks.com

RENTER: Margaretha Elisabeth Brunner
(916) 215-7713 * commonkettle@gmail.com

Exhibit A

**EXHIBIT B to Agreement
between the ORANGEVALE RECREATION AND PARK DISTRICT,
hereinafter referred to as "DISTRICT",
and COMMON KETTLE, LLC.
hereinafter referred to as "RENTER"**

INSURANCE RELATED PROVISIONS

A. INDEMNIFICATION

1. The RENTER shall indemnify, defend, and hold harmless 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 RENTER'S use or occupancy of a facility or property controlled by the DISTRICT, unless solely caused by the gross negligence or willful misconduct of DISTRICT, its officers, employees, or agents.

B. INSURANCE REQUIREMENTS

1. General liability insurance: The RENTER 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.
 - a. Such insurance shall name DISTRICT, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The RENTER 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.
 - b. 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.

- c. 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 RENTER maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the RENTER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

C. COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, & REGULATIONS

1. A RENTER shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The RENTER agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. The RENTER 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.
4. DISTRICT reserves the right to immediately revoke RENTER'S right to use of the facility under this agreement should RENTER fail to comply with any provision of this section.

EXHIBIT C to Agreement
between the ORANGEVALE RECREATION AND PARK DISTRICT,
hereinafter referred to as "DISTRICT",
and COMMON KETTLE, LLC.
hereinafter referred to as "RENTER"

BUDGET REQUIREMENTS

I. FEE SCHEDULE PAYMENT TO DISTRICT

The Total Minimum Payment Amount under this Agreement is: \$65.00 per Farmers Market evening plus a one-time \$500 Security Deposit for 2024.

The security deposit is for incidental damages or extra DISTRICT staff time required for park clean-up or repair due to Farmers Market. DISTRICT will notify RENTER of situations requiring the use of security deposit funds. Security fund balance will be returned to RENTER at the conclusion of this Agreement. If the full security deposit amount is exhausted, then another \$500 deposit will be required before the Farmers Market will be allowed to continue.

II. CONTRACTOR REQUIREMENTS

- A. RENTER shall provide rate sheet listing fees charged by the RENTER to vendors to participate in the Farmers Market.
- B. RENTER shall provide a minimum of one (1) space each week at no cost for the DISTRICT and/or non-profit group(s) selected by the DISTRICT to distribute information and/or take registration for their programs. Any equipment of materials for these spaces must be provided by the DISTRICT or the participating non-profit group(s).
- C. RENTER shall provide the DISTRICT the access and ability to provide a recreation activity during Farmers Market for the participants. DISTRICT is to notify RENTER in advance to determine there are no conflicts.

III. WORK NOT IN SCOPE OF SERVICES

RENTER shall immediately notify the DISTRICT in writing of any work that the DISTRICT requests to be performed that RENTER believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the DISTRICT approves such request in writing and authorizes an amendment approved and executed by both parties.

IV. PAYMENTS

DISTRICT shall address and submit all invoices associated with this Agreement by U.S. mail, email, or personal delivery to the RENTER.

The RENTER shall send security deposit and payments to the following address:

Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale, CA 95662
Attn: Accounts Receivable

DISTRICT may change the address to which subsequent payment shall be sent by giving written notice designating a change of address to RENTER, which shall be effective upon receipt.

STAFF REPORT



DATE: 02-20-25

TO: Board of Directors

FROM: Becky Herz, District Administrator

SUBJECT: **BOARD OF DIRECTORS COMMITTEE ASSIGNMENTS FOR 2025**

RECOMMENDATION

The Board of Directors review the 2025 Committee assignments and make adjustments as desired.

BACKGROUND

The Board of Directors voted Board Members to hold positions on OVparks Committees on December 12, 2024 for the 2025 calendar year. To best serve the community, Committee assignment will be reviewed and possibility re-assigned. The current Committee assignments are as follows:

Administration/Finance Committee:	Stickney (Chair), Brunberg
Maintenance/Operations Committee:	Meraz (Chair), Stickney
Recreation Committee:	Montes (Chair), Stickney
Personnel/Policy Committee:	Presinal (Chair), Meraz
Planning Committee:	Meraz (Chair), Brunberg
Government Committee:	Presinal (Chair), Montes
Trails Committee:	Montes (Chair), Brunberg

RECOMMENDED MOTION

I move that we make the following changes to the OVparks Board of Directors Committee assignments: _____.