

**ORANGEVALE RECREATION & PARK DISTRICT
BOARD OF DIRECTORS MEETING
THURSDAY, MARCH 21, 2024**

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

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

1. CALL TO ORDER

2. ROLL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. PUBLIC DISCUSSION

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

6. MINUTES

a. Approval of minutes of the Regular Meeting on February 15, 2024 (pg. 1-9)

7. CORRESPONDENCE

- a. Orangevale View February 9, 2024 (pg. 10-11)
- b. Orangevale View February 23, 2024 (pg. 12)
- c. Petition to Add Pickleball Courts to Shady Oaks Park & Pecan Park (pg. 13-20)
- d. News of Charlie Clark (verbal)

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 February 2024 (pg. 21-22)
- b. Budget Status Report for February 2024 (pg. 23-25)
- c. Revenue Report for February 2024 (pg. 26)

8.2 OLLAD CONSENT MATTERS

- a. Ratification of Claims for February 2024 (pg. 27-28)
- b. Budget Status Report for February 2024 (pg. 29-30)

8.3 KENNETH GROVE CONSENT MATTERS

- a. Ratification of Claims for February 2024 (pg. 31)
- b. Budget Status Report for February 2024 (pg. 32)

9. NON-CONSENT MATTERS GENERAL FUND

- a. Ratification of Claims for February 2024 (pg. 33)

10. STANDING COMMITTEE REPORTS

- a. Administration & Finance – No Report
- b. Maintenance & Operation – No Report
- c. Recreation Committee – This committee meets on March 21. Verbal meeting recap.
- d. Personnel & Policy – No Report
- e. Government – No Report
- f. Planning Committee – This committee met on Feb 26. See the meeting recap. (pg. 34-37)
- g. Trails Committee – This committee met on March 8. See the meeting recap. (pg. 38-39)
- h. Ad Hoc – No Report

11. ADMINISTRATOR'S REPORT

- a. Monthly Activity Report – February 2024 (pg. 40-46)

12. UNFINISHED BUSINESS

- a. Youth Center Park Concrete Project – Completion (verbal)
- b. Review Big Day of Service projects scheduled for District parks on May 4, (pg. 47)
- c. Discuss recommendation by Planning Committee to utilize Capital Improvement funds allocated for HVAC units for parking lot sealing and striping. (verbal)

13. NEW BUSINESS

- a. Approval of the recommendation from the Trails Committee to review and assess the re-opening of the Sundance Park Entrance at Coyote Court (pg. 48-52)
- b. CSDA Board of Directors call for nominations Seat A (pg. 53-57)
- c. Voter Survey Results for a Park Improvement Bond Measure (presentation)
- d. Approve or reject the bid for the Driveway & Pathway Projects connecting the South section of the Community Center Park property with the new North section of the property. (pg. 58-59)
- e. Approval of the recommendation from the Planning Committee to initiate the first phase of the Park Master Plan Process for Streng Park (pg. 60-63)
- f. Approval to purchase up to \$12,000 of replacement parts for the large playground at Orangevale Community Park (pg. 64)
- g. Approval of the purchasing of two pool thermal covers for no more than \$7600 (pg. 65)
- h. Approval of the agreement with Creative Spirit Learning Center to host the Creative Spirit Learning Center Spring Carnival & Color Run (pg. 66-87)
- i. Approval of the agreement with American Cancer Society to host the Relay for Life of Sacramento at the Orangevale Community Park (pg. 88-104)
- j. Approval of the agreement with Common Kettle, LLC to hold the Orangevale Farmers Market at Orangevale Community Center Park on designated Thursdays in 2024 (pg. 105-127)
- k. Approval of the agreement with Orangevale Chamber of Commerce to host a Beer & Wine Garden at Orangevale Community Center Park on designated Thursdays in 2024 (pg. 128-149)
- l. Review of the Capital Improvement priority lists (verbal)
- m. Update on projects (verbal)

14. DIRECTOR'S AND STAFF'S COMMENTS

15. ITEMS FOR NEXT AGENDA

- a. District Administrator Evaluation

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 February 15, 2024

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on February 15, 2024 at the District Office. Director Stickney called the meeting to order at 6:32 p.m.

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

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

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

5. **PUBLIC DISCUSSION** Community member, Jennifer Von Aesch, spoke regarding the Orangevale neighborhood she has lived in since 1997 of approximately 129 homes. This neighborhood is only accessible via Sundance Drive off Fair Oaks Blvd. The entire neighborhood backs to the Sundance Park. Two walking pathways, owned by OVparks, were created for residents to access the Sundance Park nature area. To her knowledge, the pathway off of Big Chief, which looks quite treacherous, has never been opened. The Board had previously closed the Coyote Court access after the adjoining neighbors requested the closure due to issues of crime reported prior to the recent improvements implemented in the Sundance Park area. The Sacramento County Planning and Surveyor Department verified these accesses are the property of OVparks. Director Stickney suggested notifying the neighbors who would be affected of the plan to review opening the pathway on Coyote Court for resident access to the park area. Park Supt. Oropeza advised the Big Chief access has a wider area of the creek which will require a bridge to provide safe access to the park. This topic will be reviewed by the Trails Committee, and added as an agenda item for discussion at the March Board of Directors meeting.

6. MINUTES

MOTION #2

a) Approval of Minutes of the January 18, 2024 (pg 1-11):
On a motion by Director Brunberg, seconded by Director Presinal, the minutes of the Regular Meeting on January 18, 2024, were approved by a vote of 4-0-0 with Directors Stickney, Brunberg, Montes, and Presinal voting Aye. There were no Nays or Abstentions. Director Meraz was absent.

MOTION #3

b) Approval of Minutes of the Special Meeting on February 1, 2024 (pg. 12-13):
On a motion by Director Montes, seconded by Director Brunberg, the minutes of the Special Meeting on February 1, 2024, were approved by a vote of 3-0-1 with Directors Stickney, Brunberg, and Montes, voting Aye. There were no Nays. Director Presinal abstained. Director Meraz was absent.

7. CORRESPONDENCE

a) Orangevale View January 12, 2024 (pg. 14): Admin Herz shared the article inviting the senior community to attend the Best Friends Bash, which includes snacks, Bingo, and socializing for seniors. Approximately seventy-five seniors attended this year's event.

b) Orangevale View January 26, 2024 (pg. 15): An article was published announcing Becky Herz as the new District Administrator at OVparks.

8. CONSENT CALENDAR

MOTION #4

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

8.1. CONSENT MATTERS GENERAL FUND

- a) Ratification of Claims for January 2024 (pg 16-17)
- b) Budget Status Report for January 2024 (pg 18-20)
- c) Revenue Report for January 2024 (pg 21)

8.2. OLLAD CONSENT MATTERS

- a) Ratification of Claims for January 2024 (pg 22-23)
- b) Budget Status Report for January 2024 (pg 24-25)

8.3. KENNETH GROVE CONSENT MATTERS

- a) Ratification of Claims for January 2024 (pg 26)
- b) Budget Status Report for January 2024 (pg 27)

9. NON-CONSENT MATTERS GENERAL FUND

None discussed.

**10. STANDING
COMMITTEE
REPORTS**

- a) Administration and Finance: This committee met on Feb 1. See the meeting recap. (pg. 28-29)
The committee discussed the current budgetary status and status of capital projects with Fiscal Year 2023/24. Staff and Directors agreed that the capital projects for 2023/24 were either completed, almost completed, or on track. Staff stated that the pool renovation looks great. The employee salary scale evaluation was discussed and added as an agenda item for tonight's BOD meeting to consider a new District guideline of a salary scale evaluation every two years. Consideration of Final 9 finance reporting and possible audit was discussed and added to tonight's agenda for further discussion. Staff and Directors reviewed and approved the outline for the timing of the 2024/25 Budget Process to include two more Finance Committee meetings. The final budget to be presented for approval by the full Board at the August 15, 2024 BOD meeting. The next Finance Committee meeting is scheduled for May 10, 2024 at 10:30am.
- b) Maintenance and Operation: No report.
- c) Recreation Committee: No report.
- d) Personnel & Policy: No report.
- e) Government: No report.
- f) Planning Committee: Meeting is scheduled for February 26th.
- g) Trails Committee: Meeting to be scheduled.
- h) Ad Hoc: No report.

**11. ADMINISTRATOR'S
REPORT**

- a) Monthly Activity Report – January 2024 (pg 30-36):
- On January 10, EasyStumps removed a hazardous pine tree on District property that was leaning over the sidewalk and road near the entrance of Pecan Park.
 - On January 20, Admin Ross and Recreation Coordinator Andrew Gross attended the Orangevale Open House at the Orangevale Grange. OVparks had a booth along with more than 20 other Orangevale community agencies.
 - On January 22, Admin Herz began her first day at OVparks.
 - On January 23, OVparks held an all-staff meeting to meet new District Administrator Becky Herz, discuss the transition of District leadership, and provide updates on current projects.

- On January 26, OVparks held its quarterly Safety Meeting.
- On January 30, Admin Herz and Admin Ross met with Leslie Blomquist and Regina Cave at the Citrus Heights City Hall. The purpose of the meeting was to provide updates and to orient Admin Herz on the Arcade-Cripple Creek Trail project.
- On January 31, Admin Herz and Admin Ross had an online meeting with Susan Barnes of SCI Consulting. The purpose of the meeting was to orient Admin Herz on the steps and resolutions the District needs to complete each year in relation to its two Assessment District budgets.
- Admin Herz trained with Admin Ross in several areas by touring park properties and getting acquainted with the systems in place. Admin Ross has been very helpful with the transition. A retirement party is being planned for Admin Ross on March 30th. More information will be provided in the future. A staff retirement party was held for Barry prior to his last day.
- Supt. Oropenza advised that Park staff have begun addressing graffiti, replenishing dog poop bags, and blowing the OVparks portion of the Arcade-Cripple Creek Trail. The official ribbon cutting ceremony for the Arcade-Cripple Creek Trail will be held on May 5th. OVparks portion of the maintenance will be established around that timeframe. The City of Citrus Heights plans to post their phone number to manage maintenance concerns and direct concerns to the correct agency for resolution. The ribbon cutting ceremony will be discussed further at the April BOD meeting.
- Supervisor Bain advised that although January was below projected revenue, overall the District is doing well and preparations are being made for upcoming summer programming. Recreation Coordinator Gross has been preparing for summer recreation leader hiring. The Lifeguard Training program is advertised on the OVparks electronic signage on Hazel Avenue. Two Recreation Specialists have been recently hired. One Specialist will oversee pool activities as Pool Manager as well as additional duties as needed. The other Specialist will be assisting to increase marketing of OVparks programs and events as well as assisting with Rec'ing Crew daycamp. Supervisor Bain advised that a plan is being implemented to maintain and potentially add to the Kidz Korner programming for the next school year.
- Admin Herz to obtain bid and timeframe information for the roof replacement at the Community Center Building. The HVAC installation for Building 2 to be added as an agenda item on a future BOD meeting for discussion. Parking lot resurfacing

priority will be given to Pecan Park parking lot and the Disc Golf parking lot.

12. UNFINISHED BUSINESS

- a) Surplus vehicles update (verbal): Park Supt. Oropeza advised that two surplus vehicles have been recycled for \$700. One mower will be scrapped.
- b) Disc Golf Hole #1 update (verbal): Park Supt. Oropeza advised Final 9 representatives of the planned improvement to Hole #1 which may be completed as a Big Day of Service project. A quote has been received from Exclusive Exterior for the replacement of the tee pad. If this is added as a project with the Big Day of Service, the District will sponsor the project. The two benches near the pad will be improved or replaced. The current sign by Hole #1 will remain in its location. Parks staff to remove a large limb and lift up the canopy of the nearby tree to make the sign more visible. This topic is to be discussed further at the Planning Committee meeting on February 26th.

13. NEW BUSINESS

- a) Approval of Resolution 24-02-716, 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. 37)

MOTION #6

On a motion by Director Brunberg, seconded by Director Montes, the Resolution 24-02-716, Resolution Directing Preparation of the Engineer’s Report for the Orangevale Landscaping and Lighting Assessment District (OLLAD) of the Orangevale Recreation and Park District, was approved by a vote of 4-0-0 with Directors Stickney, Presinal, Brunberg, and Montes, voting Aye. There were no Nays or Abstentions. Director Meraz was absent.

- b) Approval of Resolution 24-02-717, 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. 38)

MOTION #7

On a motion by Director Brunberg, seconded by Director Montes, the Resolution 24-02-717, Resolution Directing Preparation of the Engineer’s Report for the Kenneth Grove Landscaping and Lighting Assessment District of the Orangevale Recreation and Park District, was approved by a vote of 4-0-0 with Directors Stickney, Presinal, Brunberg, and Montes, voting Aye. There were no Nays or Abstentions. Director Meraz was absent.

- c) 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 8-10 & 15-17, 2024 (pg. 39-72):

Final 9 submitted special event applications to hold the St. Patrick's Classic Amateur Disk Golf Tournament on March 8-10, 2024, and the St. Patrick's Classic California Professional State Championship disc golf tournament on March 15-17, 2024. 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 (see attached map). The event is also requesting the non-exclusive use of the Horse Arena 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 \$1,323. Director Stickney inquired of the process in place to discuss such special events for consideration and what is policy if damage is incurred. The contract includes verbiage pertaining to the resolution of any damage to the property incurred during the event. The event organizers and the club prepare for the tournament by completing necessary preparation to the holes and the course grounds prior to the event.

MOTION #5

On a motion by Director Brunberg, seconded by Director Montes, 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 8-10 & 15-17, 2024, was approved by a vote of 3-0-1 with Directors Presinal, Brunberg, and Montes, voting Aye. There were no Nays. Director Stickney abstained. Director Meraz was absent.

- d) Approval the District guideline to conduct a salary survey for all full-time employees every two years, starting with 2025 (pg 73)
The stated goal of the District is to maintain a salary scale near the average (50th percentile) among the following comparable local agencies: North Highlands, Fulton El Camino, Mission Oaks, Fair Oaks, and Carmichael.

In 2023, a salary survey was conducted. Seven of the District's nine full-time position categories were at least 4.46% below the 25th percentile. At the March 16, 2023 BOD Meeting, a salary scale increase of 5% for those seven identified position categories was approved in an effort to bring staff salaries closer to the 25th percentile. At that time, the financial impact of salary adjustments that would bring the District salary scales to the 50th percentile goal was unattainable.

At the Finance Committee meeting on February 1, 2024, the Committee recommended waiting until 2025 to conduct another salary survey. The Committee also recommended that the BOD

adopt the guideline of conducting a salary survey every two years. This would be conducted as an operational guideline. If approved, this would be conducted every other year automatically without Finance Committee involvement unless otherwise requested.

MOTION #8

On a motion by Director Montes, seconded by Director Brunberg, the District operational guideline to conduct a salary survey for all full-time employees every two years, starting with 2025, was approved by a vote of 4-0-0 with Directors Stickney, Presinal, Brunberg, and Montes, voting Aye. There were no Nays or Abstentions. Director Meraz was absent.

- e) Discussion and consideration of a Financial Review of Final 9 (verbal): Admin Herz advised that the Finance Committee discussed potentially conducting a Final 9 audit which has not been done since 2009. Due to the significant cost of \$3000 to conduct the audit, Supt. Von Aesch reached out to auditor to see if another option is available. The auditor offered to conduct a Financial Review for \$1500 to allow the District. Admin Herz and Supt. Von Aesch advised that our contract indicates the District can enter the premises, ask for financial information, and ask for an audited financial statement. This has not been conducted in the past. Final 9 representatives have indicated they can provide tax documents and any internal audits conducted, though they are not prepared by a CPA. The current Final 9 agreement, updated through October 2027, provides the District with a rental fee and a percentage of sales. Admin Herz suggested the District consider future discussion about revisiting the contract, increasing the rent, and removing the percentage requirement from the contract. This could benefit both entities for ease of bookkeeping purposes. The Board will not be hiring our auditor to assist at this time. Instead, Finance/HR Supt. Von Aesch will review the financial information that Final 9 can provide and report back at the next Finance Committee Meeting to be held on May 10th. Finance/HR Supt. Von Aesch has already reviewed the previous 2009 Final 9 audit completed by Larry Bain which showed no inconsistencies with the lease or the sales that were paid and they had their liabilities.

- f) Discussion of Equestrian/Multi-Purpose Trail (verbal): Admin Herz shared a map indicating developer plans to build one dozen units between Excelsior and Peerless, in the northern portion of Orangevale. Sacramento County is requiring a fifty foot easement, south of the development, which will become OVparks property. The developer is required to provide an equestrian/multi-use trail on this easement. The developer has inquired if they could give the property to OVparks and not build the multi-use trail. The Board verbalized this would not be acceptable. Director Brunberg specified that trail standards must

be met which OVParks has indicated in the Master Plan. Additionally, the developer may be required to provide installed fencing prior to building of units. Admin Herz to contact Sacramento County to obtain clarification on what the developer is required to provide. She will also follow up with the developer to communicate trail standards and obtain a new amicable proposal, if deviated from the Sacramento County requirement. If a new proposal is obtained, Admin Herz will present it to the Trails Committee for a discussion on trail standards.

- g) Driveway/Trail Project Update (verbal): Admin Herz and Park Supt. Oropeza met with the Gordian representative who will be providing a final proposal bid tentatively planned to be presented to the Board at the March 15th BOD meeting. Admin Herz will be filing the status report update and a project extension, which has already been pre-approved, for Prop 68 funding. Director Stickney inquired about the two concrete walls existing near where the new road will be installed. Park Supt. Oropeza advised that construction will occur on the right side which will affect one of the concrete walls. The chain link fencing to the east of the entryway will need to be removed by OV Parks for construction. Cyclone fencing will be removed and saved. Supt. Oropeza to look into adding the cyclone fence removal at the new property to the Big Day of Service projects along with the decomposed granite for the Orangevale History Museum pathway.
- h) Arcade Cripple Creek Trail Project Update (verbal): The ribbon cutting ceremony will be held on May 5, 2024. A tree planting event is planned in Tempo Park in March. OVParks will receive trees to be planted by the Tree Foundation at Sundance Park, close to the road. Supt. Oropeza advised that Valley Oaks, Button Brush and Western Redbud species will be planted.
- i) Youth Center Park Concrete Project Update (verbal): Supt. Oropeza advised that this project was completed today and looks nice. A report with pictures will be included in the March BOD meeting. This project, which involved ADA compliance, is to be documented in the Board report. Admin Herz to provide an update on OVParks ADA plan to the Board at a future BOD meeting.
- j) Bond Update (verbal): Admin Herz advised that the contract with Isom Advisors, reviewed by legal consult, has been signed. The initial process of the survey is to determine if the community is favorably interested in the Bond. Isom Advisors will provide a report for the Board to review at the March BOD meeting.
- k) Update on other projects (verbal): Admin Herz indicated the roof replacement at Orangevale Community Center and the Pool Slide

resurfacing projects are on track for completion in April. Minor storm damage occurred to address due to the recent storms. Admin Herz, Supt. Von Aesch, and Supt. Oropeza created and submitted a spreadsheet of the storm damage to Sacramento County to potentially receive disaster funding.

14. DIRECTOR AND STAFF COMMENTS

Admin Herz extended appreciation for a wonderful first couple of weeks as District Administrator. The OVparks staff has been very supportive and understanding as she learns the duties of her new job. She appreciates the interactions with the Board at events and in preparation for tonight's Board of Directors meeting.

Park Supt. Oropeza advised approximately eight projects have been identified for the Big Day of Service. Renovating Lovett Field to include a new home plate, painted backstop, renovated benches, install bat and bag hangers, and improves to the usability of the field by the community. In addition, painting the restrooms at the Orangevale Community Park and touchup painting on the fence of the Oak and Filbert fence line with Green Oaks School.

Director Stickney mentioned the parks are looking good considering the rain has hindered the routine mowing and maintenance within the parks.

Director Montes appreciated all staff and those who assisted and attended the Best of Orangevale Awards Event. Thank you to OVparks for being such great hosts.

Director Presinal welcomed and congratulated Becky Herz for her new position as District Administrator at OVparks. She extended appreciation to the staff for keeping the District in good shape. She is looking forward to the summer recreation programming.

15. ITEMS FOR NEXT AGENDA

- a) Big Day of Service update
- b) CSDA Nominations
- c) Coyote Court Pathway Access
- d) OCC Roof and Building 2 HVAC

16. ADJOURNMENT

MOTION #9

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

Mike Stickney, Chairperson

ISSUE 3 VOL 17

FEBRUARY 9, 2024

Orangevale View

SERVING ORANGEVALE, CITRUS HEIGHTS, FAIR OAKS, FOLSOM AND SURROUNDING AREAS



Best of Orangevale 2023 Celebrates the Best!

By: MaryAnne Povey

Orangevale celebrated their best businesses, community groups, individuals, hometown heroes and four local Legends at the 8th Annual Best of Orangevale Awards on Friday, February 2nd. The sold-out event packed the Orangevale Community Center, with finalists anxiously awaiting to hear who would win Best of Orangevale for 2023.

"This year's awards had a record number of categories and votes," said event coordinator Lisa Montes, "Each year the votes continue to rise, exemplifying the true spirit of our community." "We had over 30k votes in 85 categories, with 550 contenders," she added.

The categories ranged from Best Accountant to Best Volunteer and everything in between. "It was another great night of community coming together," said Orangevale View event host Brad Tatum, "it's one of my favorite events, to celebrate those who go above and beyond in our community."

Brad Squires and Chuck West, co-emceed the event with Brad opening the evening with a warm welcome thanking everyone for coming with special recognition of the distinguished guests including Sacramento County Supervisor Sue Frost, and representatives from Congressman Kiley, Senator Niello and Assemblyman Hoover's offices who helped present awards to the winners.

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Orangevale View February 9, 2024 (continued)

BEST OF OV WINNERS

<p>Best Accounting or Tax Services Merrill Bookkeeping Best Antiques, Consignment/Thrill Store Bloomingdale Best Attorney or Legal Services The Swenson Law Firm Best Auto Body Repair Fix Auto Orangevale Best Auto Repair Moore's Garage Best Auto/Vehicle (Sales / Service) Anthony's Custom Audio & Video Best Bakery or Pastry The Donut Spot/Best Bank or Credit Union Schools First Federal Credit Union Best Bar or Pub Tommy's Sport Bar & Grill Best Barber Shop United Barbering Co. Best Beauty or Salon The Last Tangle Salon Best Breakfast Ashley's Country Kitchen Best Business Services Orangevale Copy Center Best Charity Orangevale-Fair Oaks Food Bank Best Child Care (for-profit-based) Little Foot Day Care - Breauna Burns Best Child Care Center Action Day Learning Center Best Church or Worship Divine Savior Catholic Church Best Cleaning Service- Residential/Commercial Bailey Boys Services Best Community Improvement Project Orangevale History Project (in collaboration with OVparks), Orangevale History Museum - Best Community Organization or Service Club Orangevale Grange Best Community Sponsor Dairy Queen Best Contractor - General Pete Construction Best Convenient Market L&M Liquor & Deli Best Dental Services Podmore Orthodontics Best Dinner La Pizco Restaurant Best Electrical Contractor Streamline Power Inc Best Entertainment Venue Palm Tree At The Boardwalk INC. Best Event of The Year Dovewood Court Christmas Lights Best Farm/Agriculture Case Roble FFA</p>	<p>Best Fast Food Restaurant Dairy Queen Best Fencing Commercial/Residential B&B Fencing Best Financial Advisor Luz Johnson - LPL Financial Best Firearm Sales & Services Orangevale Arms Best Grocery Store Wmco Best Hangout Tommy's Sport Bar & Grill Best Hauling or Moving Services House to Home Moving Best Health or Fitness (Non-Medical) Unbound Yoga & Fitness Best Home Business / Direct Sales Pampered Chef- Masedith Cameron Best Home Decor/Improvement Just Perfect Floors Best HVAC Contractor Perry Air Heating & Air Conditioning Best Insurance - Health Swain Health Insurance Solutions Best Insurance Services (excluding health) Katie Yount Agency - State Farm Best Landscaping Service / Design Total Landscape Concepts Best Lunch La Pizco Restaurant Best Marketing/Promotions Orangevale Live Best Massage The Last Tangle Salon Best Medical/Wellness Services American River Urgent Care Best Mortgage / Lender American Pacific Mortgage (Jake Kurtz) Best Motorcycle Shop Sales/Repairs Dirty Nicks Garage Best Municipal Services Orangevale Library Best Nail Salon The Last Tangle Salon Best New Business of Year - 1 yr. or less Dirty Nicks Garage Best Painting Contractor Lanzaro Painting Best Park Orangevale Community Center Park Best Pet Grooming / Services / Store Western Feed and Pet Supply Best Photographer / Videographer Heidi Lettau Best Pizza Strobale Pizza Best Plumbing Contractor Chapman's Legacy Plumbing Best Pool Sales/Services Peppers Pools</p>	<p>Best Printing & Promotional Items Orangevale Copy Center Best Property Management Peak Residential Best Real Estate Office / Realtor PALMER REAL ESTATE - Sean & Collette Palmer Best Repair Services - Non-Automotive Kidwell's Glass Best School Case Roble High School Best Senior Living / Services (not) Almond Heights Senior Living Rose Senior Placement Best Smog Services Tailpipe Smog Test Station Best Social Media Page (Community/Public Service) Orangevale Live Best Spa Services (non-hair, nail, or massage) Kindred Spa & Clinic Best Specialty Retail (no category available) The Salsa Chick Best Specialty Services (no available category) Flair Phoenix Body Piercing & Jewelry Best Sports Organization Carnegie Middle School Wrestling Best Storage Facility Sentry Storage Best Tattoo Parlor Black Rose Tattoo & Body Piercing Best Tree Trimming Service Eazytumps - Darren Lang Best Vet or Veterinarian Hospital (not) Greenback Hazel Animal Hospital VCA American River Animal Hospital Citizen of The Year Derek (Rick) Maldonado Hairstylist/Barber of the Year James Menicocco-United Barbering Co Micrologist of the Year Vanessa (Martes) Kinch - All Events Principal of The Year Shari Villiers - Oakview Community Server of the Year Maribelle Gastin - La Pizco Sports Coach of the Year Chris Homer, Case Head Football Teacher of the Year Jill Gaudy - Carnegie Middle School Volunteer of the Year Amy Wong - Orangevale Grange Youth Entrepreneur of the Year Luci Lettau Youth Volunteer of The Year - Kayleigham McConneck</p>
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ORANGEVALE VIEW FEBRUARY 9, 2024

Play the day away with OVparks! Activity Guide Here!

www.OVparks.com

<p>OVparks Adventure Crew: American Adventure Ages: 5-12 M-F 2/19-2/23 8:00am-4:00pm Fee: \$196 / \$199 NR, 5 days \$166 / \$169 NR, 4 days</p> <p>Kids Night Out: Lucky Leprechauns Ages: 5-12 F 3/15 6:00-9:00pm Fee: \$30 / \$33 NR </p> <p>Top Notch February Break Basketball Camp Grades: 2nd-6th W-F 2/21-2/23 10:30am-12:30pm Fee: \$102 / \$105 NR</p> <p>Mens 3 on 3 Hoops Ages: 35-49 & 50+ W 3/13-5/8 7:00-8:30pm Fee: \$42 / \$45 NR</p> <p>Social Dancing Ages: 18+ M 3/4-3/25 West Coast Swing: 7:00-8:00pm East Coast Swing: 8:00-9:00pm Fee: \$43 / \$46 NR </p>	<p>New! Together We Play Ages: 2-5 (with adult participation) F 3/1 9:30-11:00am Fee: \$18 / \$21 NR</p> <p>Kids Cooking Series: Small Plates Ages: 6+ F 2/16 4:00-5:30pm Fee: \$38 / \$41 NR</p> <p>Basic Horsemanship - Youth Ages: 8-15 years F 3/8-3/29 4:00-5:15pm Fee: \$192 / \$195 NR</p> <p>Pickleball 101 Ages: 18+ Tu 2/20-3/12 9:30-10:45am or Th 2/22-3/14 6:00-7:15pm Fee: \$73 / \$76 NR </p>
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OVparks Spring Craft Fair Vendor Applications Now Available!
Visit www.ovparks.com to get your application today!
Applications due by 3/8.

Parks Make Life Better!®

Get Connected @OVparks
6826 Hazel Ave, Orangevale
(916) 988-4373 • OVparks.com

FEBRUARY 9, 2024 17

Orangevale View February 23, 2024

Play the day
away with
OVparks!

Activity Guide
Here!
www.OVparks.com



Kids Night Out : Lucky
Leprechauns

Ages: 5-12
F 3/15 6:00-9:00pm
Fee: \$30 / \$33 NR



New! Together We Play

Ages: 2-5 (with adult participation)
F 3/15 9:30-11:00am
Fee: \$18 / \$21 NR

Complete Lifeguard
Training

Ages: 15+
M-F 3/25-3/29 9:00am-5:00pm
Fee: \$178 / \$183 NR



Kids Cooking Series:
Global Sauces

Ages: 6+
F 3/15 4:00-5:30pm
Fee: \$38 / \$41 NR

NAofA All Sports
Spring Break Camp



Jr. Academy All Sports Camp (Ages: 4-6)
All Sports Camp (Ages: 7-12)
M-F 3/25-3/29 9:00am-12:00pm
Fee: \$165 / \$168 NR



Mens 3 on 3 Hoops

Ages: 35-49 & 50+
W 3/13-5/8 7:00-8:30pm
Fee: \$42 / \$45 NR



Kayaking for
Boomers 50+

Ages: 50+
Sa 3/16 11:00am-2:00pm
Fee: \$92 / \$95 NR

Women's Total Workout

Ages: 18+
W 3/6-3/27 10:30-11:30am
Fee: \$83 / \$86 NR





OVparks Spring Craft Fair Applications Now Available!

Visit www.ovparks.com to get your application today!

Applications due by 3/8.



ORANGEVALE
RECREATION &
PARK DISTRICT

Parks Make Life Better!®






Get Connected @OVparks

6826 Hazel Ave, Orangevale
(916) 988-4373 • OVparks.com



David Melton 0

Petition to Add Pickleball Courts to Shady Oaks Park & Pecan Park

97 people have signed this petition. Add your name now!

97 people have signed.



Timothy Joseph Large signed recently

Petition to the Orangevale Recreation & Park District to create additional pickleball courts at Shady Oaks Park and Pecan Park in Orangevale, CA.

1. Pickleball exploded during the pandemic and has become America's fastest-growing sport. According to USA Pickleball, there were 8.9 million players in the United States in 2023. Pickleball is fun, social, and friendly. The rules are simple and the game is easy for beginners to learn, but it can develop into a fast-paced, competitive game.
2. In addition to being a fun recreational activity, according to experts, the game improves balance and coordination; promotes social activity; provides a mood boost; exercises cognitive thinking and improves physical fitness. Pickleball is beneficial to every age group—including seniors.
3. Unfortunately, with the popularity of Pickleball, both Shady Oaks Park (7208 Hazel Avenue, Orangevale, CA) and Pecan Park (5945 Pecan Avenue, Orangevale, CA 95662) are now overcrowded with players. There are only 2 Pickleball courts and 1 tennis court at each park. Most often the tennis courts are unused except for Pickleball players warming up to play on the Pickleball courts. Shady Oaks also has the only Pickleball courts in Orangevale with lights. On most nights it is not unusual for 20 to 25 players to jockey for playing time at both parks.
4. In order to alleviate the overcrowded Pickleball courts, we believe that both Shady Oaks Park and Pecan Park should have the tennis courts removed and 3 additional Pickleball Courts (possibly 4) added. This can be done with minimal construction costs on the existing concrete pads. Additionally, Pecan Park should also have lights added to allow for play in the evenings. Adding Pickleball courts to Shady Oaks and Pecan

SIGN PETITION

Respectfully Submitted,

Share for Success

Start your own petition

COMMENT

Diana Beals United States, Fair Oaks

Mar 04, 2024

← Mar 04, 2024
upvote reply show

I'm a female 79 years old. I play pickleball for exercise as I have a heart problem. This sport is very important to us seniors. The tennis courts at Pecan and Shapy Oaks are very seldom used. PLEASE put additional courts for pickleball in one of these places so we can have a place to play. There are so many waiting to play that we don't have a chance to play much. Thank you

Anne Beirn United States, Carmichael

Feb 28, 2024

← Feb 28, 2024
upvote reply show

Please add more courts

Rafael Maldonado United States, Clovis

Feb 26, 2024

← Feb 26, 2024
upvote reply show

Adding courts in both parks would benefit many persons of many ages in that area

Rollie Ham United States, Anaheim

Feb 26, 2024

← Feb 26, 2024
upvote reply show

This is the future; invest in it.

Bob Lemon United States, Castro Valley

Feb 22, 2024

← Feb 22, 2024
upvote reply show

Desperately needed years ago.

Annie Nystrom United States, Sacramento

Feb 22, 2024

← Feb 22, 2024
upvote reply show

It would be a benefit! Rusch, Lembi added courts and benefitted the community greatly.

SIGN PETITION

← Feb 21, 2024
upvote reply show

Pls add pickleball courts, thank you!

Anonymous United States, Sacramento
Feb 21, 2024

← Feb 21, 2024
upvote reply show

Please expand the much needed pickleball courts in the community as many seniors are relying on them as their main source of exercise and social activity.

Kevin Hayward United States, San Jose
Feb 20, 2024

← Feb 20, 2024
upvote reply show

There are so many pickleball players usual 20+ and the tennis courts are rarely used

Michael Baytosh United States, Fair Oaks
Feb 20, 2024

← Feb 20, 2024
upvote reply show

We desperately need more community pickleball courts asap.

Billy Pierce United States, Oakland
Feb 20, 2024

← Feb 20, 2024
upvote reply show

4 more pickleball courts instead of 1 tennis court. 6 courts total at shady oaks would be great. And another gate entrance at parking lot wouldn't be bad. Thank you

Eduardo Noel United States, Rancho Cordova
Feb 20, 2024

← Feb 20,
upvote reply show2024

Pickleball court with lights

Brent Chapman zUnited States, Folsom
Feb 20, 2024

← Feb 20, 2024
upvote reply show

As an Orangevale resident and daily pickleball player (weekday mornings at Pecan Park), I can attest to the crowding on existing courts describe in this petition, particularly during the spring/summer/fall months. Please don't be tempted by half-measures such as adding pickleball lines to the tennis courts; there are such lines on the tennis court at Pecan Park, but they're barely visible, pickleball nets are a different height than tennis nets, and adding just one more pickleball court isn't enough.

Lorena Schubert United States, Sacramento
Feb 20, 2024

← Feb 20, 2024
upvote reply show

I second this request. Pickleball is also bringing young kids to the courts, keeping them out of trouble.

Cheryl Tibbits United States, Carmichael
Feb 20, 2024

← Feb 20, 2024
upvote reply show

Definitely more courts needed for this sport

SIGN PETITION

Feb 20, 2024
upvote reply show

This is for more Pickleball courts

Cynthia Feldman United States, Roseville
Feb 20, 2024

Feb 20, 2024
upvote reply show

The wonderful thing about pickleball is that all ages can play. Great for family gatherings.

Steve Scott United States, Sacramento
Feb 20, 2024

Feb 20, 2024
upvote reply show
Feb 20, 2024

Need more courts

Lynn Menard United States, North Highlands
Feb 20, 2024

Feb 20, 2024
upvote reply show

We need more pickle ball courts!

Jerry Henry United States, Sacramento
Feb 20, 2024

Feb 20, 2024
upvote reply show

Courts are always taken when I go to play and I have to drive elsewhere to get some playing time.

Darren puckett United States, Folsom
Feb 20, 2024

Feb 20, 2024
upvote reply show

The more courts the better.

Anonymous United States, Los Angeles
Feb 20, 2024

Feb 20, 2024
upvote reply show

We need more pickleball courts please!

Deidre Lee United States, Roseville
Feb 20, 2024

Feb 20, 2024
upvote reply show

It is a constant and frustrating struggle to find pickleball courts in Orangevale that are not grossly overcrowded. In the winter months this is even more of a struggle with only 2 courts in all of orangevale with lights. All of this while many tennis courts go unused. Please look at the needs of those who are actually using the courts and expand the number of pickleball courts with lights in the Orangevale area . Thank you for your consideration.

Anonymous United States, Citrus Heights
Feb 20, 2024

Feb 20, 2024
upvote reply show

Pickleball has been amazing for the community!

SIGN PETITION

I would be very happy to join this effort. I have played on both locations and they each need more accommodations for play as this sport has exploded and will only grow dramatically as PB continues to get more new players. Thanks, David Dellinger

Franklin Moore United States, Antelope

Feb 20, 2024

Feb 20, 2024
upvote reply show

Keep our community moving and healthy with more pickleball courts. More pickleball = more happiness

Dolores García United States, Sacramento

Feb 20, 2024

Feb 20, 2024
upvote reply show

We have many pictures to show that the tennis courts are hardly used. We are a growing very nice group of people building community around the game of Pickleball :)

Harry United States, Folsom

Feb 20, 2024

Feb 20, 2024
upvote reply show

Orangevale P&D : We the residents of Orangevale strongly support this petition for the right reasons. Hopefully you would support the Petition and proceed with the action without delay.

Philip Jackman United States, Rancho Cordova

Feb 20, 2024

Feb 20, 2024
upvote reply show

Add some courts to other parks as well.

Anna King United States, North Highlands

Feb 20, 2024

Feb 20, 2024
upvote reply show

I am very much in favor of the addition of additional pickleball courts in Orangevale. The wait time is excessive with oftentimes in upwards of 15 people waiting to play.

[Sign in to comment](#)

97 SIGNATURES

- 1 week ago
Diana Beals United States
- 1 week ago
- 2 weeks ago
Connie Burdick United States
- 2 weeks ago
- 2 weeks ago
- 2 weeks ago
Paul ip United States
- 2 weeks ago
- 2 weeks ago
- 2 weeks ago
Anne Beirn United States
- 2 weeks ago
- 2 weeks ago
- 2 weeks ago
Ferd Galinato United States
- 2 weeks ago
- 2 weeks ago
- 2 weeks ago
Tom Isaacs United States
- 2 weeks ago
- 2 weeks ago
- 2 weeks ago
Thad Miller United States
- 2 weeks ago

SIGN PETITION

Rollie Ham United States
2 weeks ago
3 weeks ago
Dana Duncan United States
3 weeks ago
3 weeks ago
Amanda Knippschild United States
3 weeks ago
3 weeks ago
Becky Alvarez United States
3 weeks ago
3 weeks ago
Alexander King United States
3 weeks ago
3 weeks ago
Bob Lemon United States
3 weeks ago
3 weeks ago
Annie Nystrom United States
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Randy Wehner United States
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Alex Kim United States
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Emily King United States
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Carrie Riggs United States
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David Melton United States
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Roberta Martin United States
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Connie Mandujano United States
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Gaby salcedo United States
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Gilbert Ayala United States
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Nick Boot United States
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Kevin Hayward United States
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Dean Kim United States
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Christopher Yusta United States
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Donel Oneil United States
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SIGN PETITION

Lorena Schubert United States
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Norma Stackpole United States
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MacKenzie Vega United States
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Cheryl Tibbits United States
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Kimberely Waller United States
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Cynthia Feldman United States
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Steve Scott United States
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Rejeana Berry United States
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Carrie Spencer United States
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Jon Rossi United States
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Jerry Henry United States
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Mike Mayfield United States
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Joan Freeman United States
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Traci Davies United States
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Ashley Parsons United States
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Jean Ronan United States
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Darren pucket United States
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Jessey Ramos United States
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Arlene ODell United States
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Daniel Smyth United States
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Deidre Lee United States
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Elizabeth Ortiz United States
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Bill lucchesi United States
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Melissa Correia United States
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Daniel Gomes United States
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SIGN PETITION

Art mcgillick United States
3 weeks ago
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ryan hiatt United States
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Hossein Rostam United States
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BJ De Quiroz United States
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Franklin Moore United States
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Andy Menard United States
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Debbie Langton United States
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Clarissa Subsara United States
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Sean Langton United States
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Emily United States
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Susan Moore United States
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Crystal Langton United States
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Majesta Ewing United States
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Sirinapa Camden United States
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Nancy LeTon United States
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Harry United States
3 weeks ago
3 weeks ago
Dave Wagner United States
3 weeks ago
3 weeks ago
Philip Jackman United States
3 weeks ago
3 weeks ago
Michael Juarez United States
3 weeks ago
3 weeks ago
Anna King United States
3 weeks ago

SIGN PETITION

GENERAL FUND EXPENDITURES
FOR THE MONTH ENDING
FEBRUARY 29, 2024

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1907159115	20202100	US BANK NATIONAL ASSOCIAT	BOOKS/PERIODICALS/SUBSCRIPTION	76.00
1907151801	20203800	JADE VON AESCH	EMPLOYEE RECOGNITION	32.96
1907159115	20203800	US BANK NATIONAL ASSOCIAT	EMPLOYEE RECOGNITION	47.70
				80.66
1907154929	20203900	BARRY ROSS	EMPLOYEE TRANSPORTATION	54.14
1907154931	20203900	SUSAN MYREN	EMPLOYEE TRANSPORTATION	65.66
1907160150	20203900	DANIEL RODRIGUEZ	EMPLOYEE TRANSPORTATION	30.89
				150.69
1907154914	20206100	AMERICAN SOCIETY OF COMPO	MEMBERSHIP DUES	435.75
1907154912	20207600	BURKETTS OFFICE SUPLLIES	OFFICE SUPPLIES	383.12
1907159115	20207600	US BANK NATIONAL ASSOCIAT	OFFICE SUPPLIES	413.87
				796.99
1907159115	20207602	US BANK NATIONAL ASSOCIAT	SIGNS	195.19
1907160132	20208100	US POSTAL SERVICE	POSTAL SERVICES	2,500.00
1907159115	20208500	US BANK NATIONAL ASSOCIAT	PRINTING SERVICES	88.89
1907151803	20219700	AT&T	TELEPHONE SERVICES	27.27
1907160105	20219700	AT&T	TELEPHONE SERVICES	25.40
1907160112	20219700	COMCAST	TELEPHONE SERVICES	688.50
1907162058	20219700	COMCAST	TELEPHONE SERVICES	639.62
				1,380.79
1907159115	20219800	US BANK NATIONAL ASSOCIAT	WATER	35.64
1907159115	20223600	US BANK NATIONAL ASSOCIAT	FUEL & LUBRICANTS	895.00
1907159115	20223600	US BANK NATIONAL ASSOCIAT	FUEL & LUBRICANTS	114.76
				1,009.76
1907160136	20226200	JJR ENTERPRISES INC	OFFICE EQUIPMENT MAINTENANCE S	143.57
5002317168	20244300	DIGNITY HEALTH MEDICAL FO	MEDICAL SERVICES	146.40
5108178063	20244300	MEDTOX LABORATORIES	MEDICAL SERVICES	13.44
				159.84
1907160139	20257100	BRAVO SECURITY SERVICES	SECURITY SERVICES	188.00
1907154920	20259100	STREAMLINE SOFTWARE INC	OTHER PROFESSIONAL SERVICES	200.00
1907160142	20259101	N3X MSP INC	IT SERVICES	1,128.00
1907160142	20281201	N3X MSP INC	HARDWARE	1,300.00
1907160142	20281202	N3X MSP INC	SOFTWARE	498.00
1907160142	20281203	N3X MSP INC	PC SUPPLIES	50.00
1907151798	20285100	TERRY MASTEN	RECREATIONAL SERVICES	294.00
1907151799	20285100	RESCUE TRAINING INSTITUTE	RECREATIONAL SERVICES	59.50
1907151795	20285100	STEVEN MIRANDA	RECREATIONAL SERVICES	887.25
1907150143	20285100	YMCA OF SUPERIOR CALIFORN	RECREATIONAL SERVICES	406.00
1907154915	20285100	ALLGOOD DRIVING SCHOOL	RECREATIONAL SERVICES	197.20
1907154916	20285100	TIMOTHY BLACKMON	RECREATIONAL SERVICES	800.00

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

Account Number	Expenditure Account	Budgeted 2023/2024	Current Expenditure	Expenditures to Date	Funds Available	% Left
1000	SALARIES & EMPLOYEE BENEFITS					
10111000	Salaries & Wages, Regular	1,012,000.00	83,833.40	641,273.97	370,726.03	37%
10112100	Salaries & Wages, Extra Help	405,000.00	10,634.96	266,301.29	138,698.71	34%
10112400	Salaries, Board members	12,000.00	500.00	5,600.00	6,400.00	53%
10121000	Retirement	324,000.00	26,336.76	201,606.27	122,393.73	38%
10122000	Social Security	107,500.00	7,162.31	69,332.56	38,167.44	36%
10123000	Group Insurance	265,500.00	25,161.06	166,909.90	98,590.10	37%
10124000	Worker's Comp. Ins	49,300.00		39,393.50	9,906.50	20%
10125000	Unemployment Insurance	8,000.00	808.22	5,744.83	2,255.17	28%
10128000	Health Care/Retirees	0.00		-	0.00	
	<i>SUB-TOTAL</i>	2,183,300.00	154,436.71	1,396,162.32	787,137.68	36%
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	2,200.00		56.77	2,143.23	97%
20202100	Books/Periodicals/Subscrip	3,000.00	76.00	1,086.94	1,913.06	64%
20202900	Business/Conference Expense	3,500.00		55.00	3,445.00	98%
20203500	Education/Training Serv.	3,000.00		1,530.00	1,470.00	49%
20203600	Education /Training Supplies	500.00		178.26	321.74	64%
20203700	Tuition Reimbursement	500.00		-	500.00	100%
20203800	Employee Recognition	2,300.00	80.66	1,613.46	686.54	30%
20203802	Recognition Items	500.00		-	500.00	100%
20203803	Recognition Events	500.00		-	500.00	100%
20203900	Employee Transportation	2,800.00	150.69	1,235.68	1,564.32	56%
20205100	Liability Insurance	136,100.00		116,213.67	19,886.33	15%
20205500	Rental Insurance	0.00		-	0.00	#DIV/0!
20206100	Membership Dues	14,600.00	435.75	13,264.05	1,335.95	9%
20207600	Office Supplies	6,200.00	796.99	4,051.15	2,148.85	35%
20207602	Signs	500.00	195.19	195.19	304.81	61%
20207603	Keys	300.00		-	300.00	100%
20208100	Postal Services	7,500.00	2,500.00	4,310.00	3,190.00	43%
20208102	Stamps	1,600.00		1,322.79	277.21	17%
20208500	Printing Services	26,000.00	88.89	8,917.34	17,082.66	66%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20210400	Agricultural/Horticultural Supply	500.00		-	500.00	100%
20211200	Building Maint. Supplies	500.00		-	500.00	100%
20212200	Chemicals	500.00		-	500.00	100%
20213100	Electrical Maint. Service	400.00		-	400.00	100%
20213200	Electrical Maint. Supplies	500.00		-	500.00	100%
20214100	Land Improv. Maint. Services	500.00		-	500.00	100%
20214200	Land Improv. Maint. Supplies	500.00		-	500.00	100%
20215100	Mechanical System Maint. Ser	500.00		-	500.00	100%
20215200	Mechanical System Maint. Sup	500.00		-	500.00	100%
20216200	Painting Supplies	500.00		-	500.00	100%
20216700	Plumbing Maint. Service	400.00		-	400.00	100%
20216800	Plumbing Maint. Supplies	500.00		-	500.00	100%
20218100	Irrigation Services	500.00		-	500.00	100%

Account Number	Expenditure Account	Budgeted 2023/2024	Current Expenditure	Expenditures to Date	Funds Available	% Left
20218200	Irrigation Supplies	500.00		-	500.00	100%
20218500	Permit Charges	1,500.00		-	1,500.00	100%
20219100	Electricity	500.00		-	500.00	100%
20219200	Natural Gas / LPG/ Fuel Oil	500.00		-	500.00	100%
20219300	Refuse Collection / Disposal Service	500.00		-	500.00	100%
20219500	Sewage Disposal Service	500.00		-	500.00	100%
20219700	Telephone Service	15,500.00	1,380.79	11,911.43	3,588.57	23%
20219800	Water	1,000.00	35.64	35.64	964.36	96%
20219900	Telephone System Maint.	500.00		-	500.00	100%
20220500	Automotive Maint. Service	500.00		-	500.00	100%
20220600	Automotive Maint. Supplies	500.00		-	500.00	100%
20221200	Construction Equip Maint Sup	500.00		-	500.00	100%
20222600	Expendable Tools	500.00		-	500.00	100%
20223600	Fuel & Lubricants	500.00	1,009.76	1,009.76	(509.76)	-102%
20226100	Office Equip Maint Service	500.00		-	500.00	100%
20226200	Office Equip Maint Supplies	3,000.00	143.57	1,188.48	1,811.52	60%
20227500	Rents/Leases Equipment	500.00		-	500.00	100%
20228100	Shop Equip Maint Service	500.00		-	500.00	100%
20228200	Shop Equip Maint Supplies	500.00		-	500.00	100%
20229100	Other Equip Maint Service	500.00		-	500.00	100%
20229200	Other Equip Maint Supplies	500.00		-	500.00	100%
20231400	Clothing/Personal Supplies	2,000.00		515.53	1,484.47	74%
20232100	Custodial Services	1,000.00		-	1,000.00	100%
20232200	Custodial Supplies	500.00		-	500.00	100%
20244300	Medical Services	400.00	159.84	29.84	370.16	93%
20250500	Accounting Services	7,000.00		6,281.60	718.40	10%
20250700	Assessment/Collection Service	19,500.00		9,467.24	10,032.76	51%
20252500	Engineering Services	6,000.00		-	6,000.00	100%
20253100	Legal Services	15,000.00		-	15,000.00	100%
20256200	Transcribing Services	0.00		-	0.00	
20257100	Security Services	4,000.00	188.00	1,461.00	2,539.00	63%
20259100	Other Professional Services	22,400.00	200.00	7,999.00	14,401.00	64%
20259101	Computer Consultants	14,500.00	1,128.00	9,024.00	5,476.00	38%
20281201	PC Hardware	6,000.00	1,300.00	1,634.08	4,365.92	73%
20281202	PC Software	6,000.00	498.00	3,984.00	2,016.00	34%
20281203	PC Supplies	2,000.00	50.00	50.00	1,950.00	98%
20281900	Elections	0.00		-	0.00	
20285100	Recreational Services	204,500.00	9,619.19	108,510.23	95,989.77	47%
20285200	Recreational Supplies	37,000.00	361.87	19,389.73	17,610.27	48%
20289800	Other Operating Exp - Supplies	2,000.00	483.81	3,638.89	(1,638.89)	-82%
20289900	Other Operating Exp - Services	2,000.00		-	2,000.00	100%
20291100	System Development Services	3,300.00	54.99	2,246.65	1,053.35	32%
20296200	GS Parking Charges	200.00	15.75	52.50	147.50	74%
	SUB-TOTAL	603,200.00	20,953.38	342,459.90	260,740.10	43%
3000	OTHER CHARGES					
30321000	Interest Expense	27,730.00		27,722.50	7.50	0%
30322000	Bond/Loan Redemption	44,200.00	366.35	42,612.05	1,587.95	4%
30345000	Taxes/Licenses/Assess Trans	1,600.00	18.77	18.77	1,581.23	99%
	SUB-TOTAL	73,530.00	385.12	70,353.32	3,176.68	4%

Account Number	Expenditure Account	Budgeted 2023/2024	Current Expenditure	Expenditures to Date	Funds Available	% Left
4000	FIXED ASSETS					
41410100	Land	0.00		-	0.00	
42420200	Struc. & Improvements	1,152,000.00		562,484.19	589,515.81	51%
43430300	Vehicles/Equipment	30,000.00		23,000.00	7,000.00	23%
	SUB-TOTAL	1,182,000.00	-	585,484.19	596,515.81	50%
5000	INTERFUND CHARGES					
50557100	Fingerprinting Service	2,500.00		1,056.00	1,444.00	58%
	SUB-TOTAL	2,500.00	-	1,056.00	1,444.00	58%
79790100	<i>Contingency Appropriations</i>	200,000.00		-	200,000.00	0%
	<i>Deposit into Reserves</i>	0.00		-	0.00	0%
	GRAND TOTAL	4,244,530.00	175,775.21	2,395,515.73	1,849,014.27	44%

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

Account Number	Revenue Account	2023/2024 Budgeted Revenue	Realized This Period	Collection YTD Balance	YTD Uncollected Balance	% Collected
91910100	Prop. Taxes - Current Secured	1,692,800		915,833.19	776,966.81	54.10%
91910200	Prop. Taxes - Current Unsecured	55,800		59,921.29	-4,121.29	107.39%
91910300	Supplemental Taxes Current	44,000		14,632.53	29,367.47	33.26%
91910400	Prop. Taxes Sec. Delinquent	10,900		13,383.02	-2,483.02	122.78%
91910500	Prop. Taxes Supp. Delinq.	2,500		4,444.39	-1,944.39	177.78%
91910600	Unitary Current Secured	14,800		9,521.09	5,278.91	64.33%
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		385.11	514.89	42.79%
91914000	Penalty Costs - Prop. Tax	500		146.53	353.47	29.31%
91919900	Taxes - Other	-		0.00	0.00	
	<i>SUB-TOTAL TAXES 9100</i>	1,822,340	0.00	1,018,267.15	804,072.85	55.88%
94941000	Interest Income	14,500		14,307.00	193.00	98.67%
94942900	Building Rental Other	130,000	4,737.52	80,100.43	49,899.57	61.62%
94943900	Cell Tower Leases	47,000	4,228.97	31,936.16	15,063.84	67.95%
94944800	Rec.Concessions Final 9	21,000	4,501.42	13,766.93	7,233.07	65.56%
94945900	Other Vending Devices	-		0.00	0.00	
94949000	Concessions - Other	-		0.00	0.00	
95952200	Homeowner Prop. Tax Relief	13,000		6,064.56	6,935.44	46.65%
95952900	In-Lieu Taxes	424,000		111,694.00	312,306.00	26.34%
95959504	Fiscal Relief for Independent Special Distri	-		0.00	0.00	
95956900	State Aid - Other Misc. Programs	-		0.00	0.00	
96963313	Miscellaneous Fees	1,000		807.55	192.45	80.76%
96964600	Recreation Service Charges	585,000	31,464.12	241,395.86	343,604.14	41.26%
96969700	Security Services	1,000		17.41	982.59	1.74%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	2,300		3,550.00	-1,250.00	154.35%
97973200	Recreation Contributions	-		0.00	0.00	
97973300	Orangevale Clubs	-		0.00	0.00	
97974000	Insurance Proceeds	270		0.00	270.00	0.00%
97979000	Revenue - Other	201,400		200,864.06	535.94	99.73%
	<i>SUB-TOTAL OTHER MISC. INCOME</i>	1,440,470	44,932.03	704,503.96	735,966.04	48.91%
	<i>TOTAL BUDGET AMOUNT</i>	3,262,810	44,932.03	1,722,771.11	1,540,038.89	52.80%

OLLAD EXPENDITURES
FOR THE MONTH ENDING
FEBRUARY 29, 2024

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1907162092	20207602	CAPITAL CITY SIGNS INC	SIGNS	299.17
1907162111	20210300	NORTHERN CALIFORNIA INALL	AGRICULTURAL/HORTICULTURAL SERVICES	412.50
1907160118	20210400	SCP DISTRIBUTORS LLC	AGRICULTURAL/HORTICULTURAL SUPPLIES	2,641.27
1907162071	20210400	AMERICAN RIVER ACE HARDWA	AGRICULTURAL/HORTICULTURAL SUPPLIES	51.70
				2,692.97
1907162071	20211200	AMERICAN RIVER ACE HARDWA	BUILDING MAINTENANCE SUPPLIES/MATER	259.24
1907165043	20211200	LOWES BUSINESS ACCOUNT	BUILDING MAINTENANCE SUPPLIES/MATER	49.00
				308.24
1907160120	20212200	AQUA SOURCE INC	CHEMICAL SUPPLIES	605.83
1907162072	20212200	SCP DISTRIBUTORS LLC	CHEMICAL SUPPLIES	140.94
1907162075	20212200	LESLIES POOLMART INC	CHEMICAL SUPPLIES	77.96
				824.73
1907154894	20214200	SITEONE LANDSCAPE SUPPLY	LAND IMPROVEMENT MAINTENANCE SUPPLI	307.31
1907162071	20214200	AMERICAN RIVER ACE HARDWA	LAND IMPROVEMENT MAINTENANCE SUPPLI	149.64
1907165043	20214200	LOWES BUSINESS ACCOUNT	LAND IMPROVEMENT MAINTENANCE SUPPLI	77.02
				533.97
1907154907	20215200	SCP DISTRIBUTORS LLC	MECHANICAL SYSTEMS MAINTENANCE SUP	1,000.00
1907162071	20215200	AMERICAN RIVER ACE HARDWA	MECHANICAL SYSTEMS MAINTENANCE SUP	91.57
				1,091.57
1907160122	20216800	MOST DEPENDABLE FOUNTAINS	PLUMBING MAINTENANCE SUPPLIES	411.44
1907154907	20218200	SCP DISTRIBUTORS LLC	IRRIGATION SUPPLIES	2,000.00
1907160123	20218500	COUNTY OF SACRAMENTO	PERMIT CHARGES	943.00
1907154936	20219100	SMUD	ELECTRICITY	6,139.39
1907160106	20219200	PACIFIC GAS AND ELECTRIC	NATURAL GAS/LPG/FUEL OIL	2,364.71
1907154938	20219300	ALLIED WASTE SERVICES OF	REFUSE COLLECTION/DISPOSAL SERVICES	1,733.31
1300859843	20219300	ORANGEVALE HISTORY PROJECT	REFUSE COLLECTION/DISPOSAL SERVICES	-77.40
				1,655.91
1907162097	20219500	AREA PORTABLE SERVICES IN	SEWAGE DISPOSAL SERVICES	171.58
1907162095	20219500	AREA PORTABLE SERVICES IN	SEWAGE DISPOSAL SERVICES	171.58
				343.16
1907160107	20219800	SAN JUAN WATER DISTRICT	WATER	344.14
1907162057	20219800	ORANGEVALE WATER COMPANY	WATER	3,142.31
1300859843	20219800	ORANGEVALE HISTORY PROJECT	WATER	-43.35
				3,443.10
1907160114	20220600	GENERAL PARTS DISTRIBUTIO	AUTO MAINTENANCE SUPPLIES	45.02
1907160125	20220600	GENUINE PARTS CO	AUTO MAINTENANCE SUPPLIES	129.29
				174.31
1907162071	20222600	AMERICAN RIVER ACE HARDWA	EXPENDABLE TOOLS	34.46
1907162071	20228200	AMERICAN RIVER ACE HARDWA	SHOP EQUIPMENT MAINTENANCE SUPPLIE	18.31
1907162071	20228200	AMERICAN RIVER ACE HARDWA	SHOP EQUIPMENT MAINTENANCE SUPPLIE	20.19
				38.50

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

Account Number	Expenditure Account	Budgeted 2023/2024	Current Expenditure	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20203500	Education/Training Service	3,000.00		340.00	2,660.00	89%
20206100	Membership Dues	500.00		-	500.00	100%
20207600	Office Supplies	500.00		-	500.00	100%
20207602	Signs	1,000.00	299.17	412.95	587.05	59%
20207603	Keys	800.00		493.32	306.68	38%
20210300	Agricultural/Horticultural Service	12,500.00	412.50	4,412.50	8,087.50	65%
20210400	Agricultural/Horticultural Supply	12,000.00	2,692.97	3,382.22	8,617.78	72%
20211200	Building Maint. Supplies	9,000.00	308.24	2,962.86	6,037.14	67%
20212200	Chemicals	56,000.00	824.73	27,573.72	28,426.28	51%
20213100	Electrical Maint. Service	4,000.00		490.00	3,510.00	88%
20213200	Electrical Maint. Supplies	1,500.00		908.32	591.68	39%
20214100	Land Improv. Maint. Service	47,000.00		700.00	46,300.00	99%
20214200	Land Improv. Maint. Supplies	34,000.00	533.97	19,324.75	14,675.25	43%
20215100	Mechanical System Maint. Ser	9,000.00		257.50	8,742.50	97%
20215200	Mechanical System Maint. Sup	3,000.00	1,091.57	1,123.69	1,876.31	63%
20216200	Painting Supplies	1,500.00		699.64	800.36	53%
20216700	Plumbing Maint. Service	1,000.00		300.00	700.00	70%
20216800	Plumbing Maint. Supplies	2,300.00	411.44	1,201.06	1,098.94	48%
20218100	Irrigation Service	2,000.00		-	2,000.00	100%
20218200	Irrigation Supplies	16,000.00	2,000.00	7,798.41	8,201.59	51%
20218500	Permit Charges	4,000.00	943.00	3,401.00	599.00	15%
20219100	Electricity	73,000.00	6,139.39	44,610.22	28,389.78	39%
20219200	Natural Gas / LPG/ Fuel Oil	40,000.00	2,364.71	7,209.19	32,790.81	82%
20219300	Refuse Collection / Disposal Service	23,000.00	1,655.91	12,586.33	10,413.67	45%
20219500	Sewage Disposal Service	14,200.00	343.16	9,887.46	4,312.54	30%
20219700	Telephone System	1,000.00		-	1,000.00	100%
20219800	Water	66,000.00	3,443.10	47,633.76	18,366.24	28%
20219900	Telephone System Maintenance	1,500.00		666.00	834.00	56%
20220500	Auto Maintenance Service	4,000.00		797.50	3,202.50	80%
20220600	Auto Maintenance Supplies	5,300.00	174.31	2,894.40	2,405.60	45%
20221200	Construction Equip. Maint. Sup.	500.00		-	500.00	100%
20222600	Expendable Tools	2,500.00	34.46	34.46	2,465.54	99%
20223600	Fuel & Lubricants	24,000.00		12,199.58	11,800.42	49%
20227500	Rent/Lease Equipment	3,500.00		335.98	3,164.02	90%
20228100	Shop Equip. Maint. Service	1,500.00		1,192.32	307.68	21%
20228200	Shop Equip. Maint. Supplies	7,500.00	38.50	5,807.57	1,692.43	23%
20229100	Other Equip. Maint. Service	1,500.00		525.00	975.00	65%
20229200	Other Equip. Maint. Supplies	2,500.00	1,131.94	1,131.94	1,368.06	55%
20231400	Clothing/Personal Supplies	3,500.00		1,694.04	1,805.96	52%
20232100	Custodial Service	0.00		-	0.00	
20232200	Custodial Supplies	18,000.00	12.04	12,748.79	5,251.21	29%
20250500	Accounting Services	3,400.00		3,452.80	(52.80)	-2%
20252500	Engineering Services	15,100.00		-	15,100.00	100%
20253100	Legal Services	10,000.00		-	10,000.00	100%
20257100	Security Services	26,000.00		11,412.88	14,587.12	56%
20259100	Other Professional Services	38,000.00	281.00	7,515.18	30,484.82	80%

Account Number	Expenditure Account	Budgeted 2023/2024	Current Expenditure	Expenditures to Date	Funds Available	% Left
20289800	Other Operating Expenses Sup.	17,500.00		1,517.31	15,982.69	91%
	SUB-TOTAL	623,600.00	25,136.11	261,634.65	361,965.35	58%
3000	OTHER CHARGES					
30321000	Interest Expense	0.00		-	0.00	0%
30322000	Bond/Loan Redemption	0.00		-	0.00	0%
30345000	Taxes/Licenses/Assess Trans	1,300.00		1,100.84	199.16	15%
	SUB-TOTAL	1,300.00	-	1,100.84	199.16	15%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	474,000.00		304,845.39	169,154.61	36%
43430300	Equipment	95,000.00		-	95,000.00	
	SUB-TOTAL	569,000.00	-	304,845.39	264,154.61	46%
	GRAND TOTAL	1,193,900.00	25,136.11	567,580.88	626,319.12	52%

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

Account Number	Expenditure Account	Budgeted 2023/2024	Current Expenditures	Expeditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	400.00		-	400.00	100%
20207600	Office Supplies	100.00		20.00	80.00	80%
20207602	Signs	50.00		-	50.00	100%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20210400	Agricultural/Horticultural Supplies	80.00		-	80.00	100%
20219800	Water	750.00	41.60	490.93	259.07	35%
20223600	Fuel & Lubricants	1,200.00		511.43	688.57	57%
20250500	Accounting Services	650.00		665.60	(15.60)	-2%
20252500	Engineering Services	1,000.00		-	1,000.00	100%
20253100	Legal Services	100.00		-	100.00	100%
20256200	Transcribing Services	0.00		-	0.00	
20259100	Other Professional Services	400.00		-	400.00	100%
20289900	Other Operating Exp - Services	400.00		-	400.00	100%
20291500	COMPASS Costs	100.00		-	100.00	100%
20296200	GS Parking Charges	0.00		-	0.00	
	SUB-TOTAL	5,730.00	41.60	1,687.96	4,042.04	71%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	0.00		-	0.00	0%
	SUB-TOTAL	0.00	-	-	0.00	0%
	GRAND TOTAL	5,730.00	41.60	1,687.96	4,042.04	71%

**ORANGEVALE RECREATION & PARK DISTRICT
PLANNING COMMITTEE MEETING RECAP
MONDAY, FEBRUARY 26, 2024
2:00 PM**

**MEETING LOCATION:
ORANGEVALE COMMUNITY CENTER
6826 Hazel Avenue, Orangevale, CA 95662**

1. CALL TO ORDER

The meeting was called to order by Committee Chair Stickney at 2:06pm. In attendance was Director Michael Stickney, Director Manie Meraz, Administrator Barry Ross, Superintendent Von Aesch, and Superintendent Horacio Oropeza, Recreation Supervisor Bain, and Administrative Services Supervisor Woodford

2. PUBLIC DISCUSSION

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

3. MINUTES

*Review of minutes/recap of the Planning Committee Meeting from November 1, 2023
Minutes were provided for reference.*

4. UNFINISHED BUSINESS

a. Shady Oaks Disc Golf Course projects on hole #1.

The concrete at hole #1 at Shady Oaks is close to being completed. Superintendent Oropeza confirmed it is 6 to 8 feet further back from the hole.

b. OCCP Driveway and Trail Project

An amendment to extend the Prop 68 grant completion timeline through June 2028 has been filed. The Project Status Report has been turned in. A meeting with the contractor assigned through Gordian is scheduled. The goal is to have project quotes ready by March 13, 2024.

5. NEW BUSINESS

a. Kenneth Grove – strategic plan

District Administrator Herz presented the idea of adding artwork to the Kenneth Grove land area and shared several images of public art projects on easements and medians. The location poses challenges to landscaping due to the steep slope, and neighbors close by have complained about trees. Artwork can be durable, easy to maintain, and saves water. Discussion continued to using local artists and ideas for the art to showcase Orangevale. Kenneth Grove has reserve funds that can only be utilized in the Kenneth Grove land area, and utilizing those funds for a public art project would enhance the area while decreasing the expense of maintenance. The installation of art on the Kenneth Grove land area could be done in phases. Directors recommend this idea as a proposed Capital item in the Kenneth Grove assessment areas.

b. Streng Park – strategic plan

Directors and staff discussed the fact that Streng Park is an underdeveloped area of the District which has no direct source of funds. District Administrator Herz presented the idea to use this nature area, which the new Arcade Cripple Creek Trail (ACC trail) expands through, to create a single off-road biking track. This track could meander along the ACC Trail and would discourage random off-road activity in other areas, which causes damage. It would be inexpensive to create and maintain but would be a great added feature for the community. The alternative of a full bike-park was also discussed, but this option would be more expensive and would be more likely to disrupt adjacent neighbors. The district will set up an information table along this proposed strip to get residence input during the ribbon cutting ceremony and walk for the official opening of the ACC Trail on May 5, 2024.

Staff were directed to bring the item of developing a Streng Master Park Plan to the full Board at the March Board Meeting.

- c. **Review and prioritization of Capital Projects and Long-Term Capital Replacement Plan**
District Administrator Herz walked the group through the ongoing, scheduled and proposed capital projects.
- Several HVAC units are schedule to be replaced and paid for out of the 23/24 fiscal year budget. This may be delayed until the 24/25 fiscal year if needed.*
 - Sealing and striping parking for up to five parks may be completed, depending on funds and timing., The Orangevale Community Center Park lots would be pushed out until the new roadway is complete.*
 - The Community Park playground is deteriorating, and the slide is unusable. The needed parts to repair the slide are obsolete, due to its age. The Directors echoed that safety comes first and asked staff to bring the options and prices to the next board meeting.*
 - Pecan Park restrooms are currently undergoing a small remodel while the complete and much needed full renovation remains on the list of projects as funds become available.*
 - The Director's and staff numbered the top five projects to best enhance the District as: Trails, Restrooms, Playgrounds, Splash Pad at pool, and Skate Park/Pump Track.*

6. DIRECTOR'S AND STAFF'S COMMENTS

There were no additional comments.

7. ITEMS FOR NEXT AGENDA

No items at this time.

8. ADJOURNMENT

The meeting was adjourned at 3:30pm

NOTICES:

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

2. 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



Kenneth Grove Assessment Area Strategic Plan

Mission

- Improve the overall look of the Kenneth Grove easement
- Utilize the funds in the Kenneth Grove Assessment to the benefit of the community
- Develop a plan that is financially sustainable
- Develop a plan that minimizes the impact on OV Park staff time and resources

Vision

- Incorporate a combination of art and landscaping in the Kenneth Grove easement
- Involve the community in the design/vision and the selection process

Goal

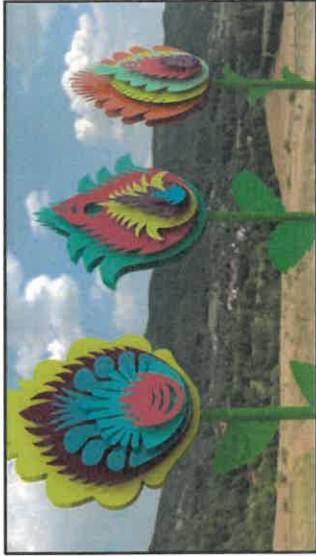
- Identify a clear goal for the project
- Specify funding allotment and budget-year

Implementation

- Begin RFQ process
- Initiate project timeline
- Realize mission and vision

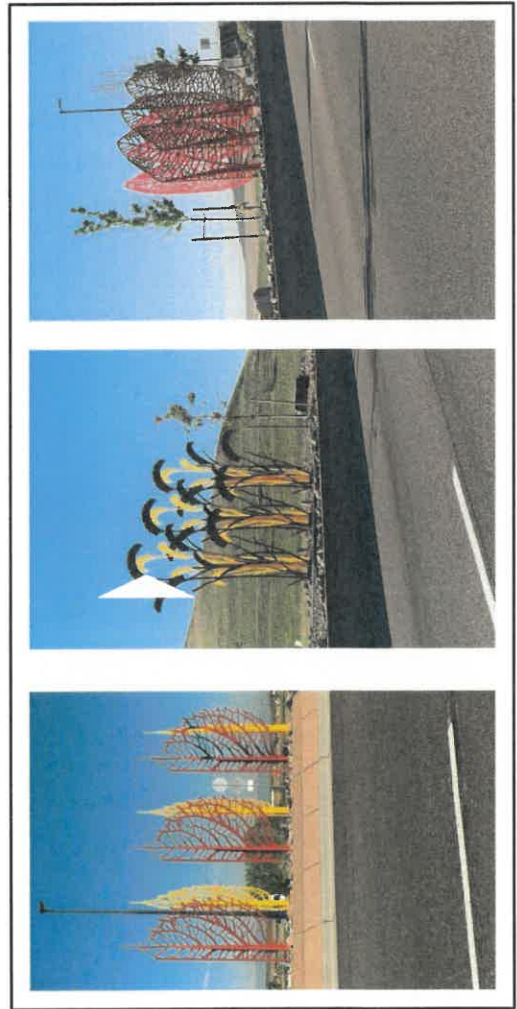


Kenneth Grove Assessment Area Vision Board



Vision Ideas

- Incorporate a combination of art and landscaping in the Kenneth Grove easement



**ORANGEVALE RECREATION & PARK DISTRICT
TRAILS COMMITTEE MEETING RECAP
FRIDAY, March 8, 2024
11:30 AM**

**MEETING LOCATION:
ORANGEVALE COMMUNITY CENTER
6826 Hazel Avenue, Orangevale, CA 95662**

1. **CALL TO ORDER** *Meeting called to order at 11:30 a.m.
Director Brunberg, Director Presinal, Administrator Herz, Superintendent Von Aesch, Superintendent Oropeza, Administrative Services Supervisor Woodford*
2. **PUBLIC DISCUSSION**
Any person may address the committee; however, any matter that requires action will be referred to staff and/or committee/Board of Directors for a report and action at a subsequent meeting.
3. **UNFINISHED BUSINESS**
 - A. Review potential routes for connecting trails from Orangevale into Placer County
Director Brunberg updated the Committee on the few gaps in the route from Orangevale to Folsom Lake and the Placer County Trail system, which we are continuing to pursue.
4. **NEW BUSINESS**
 - A. Excelsior Oaks Tentative Trail review
Directors and Staff reviewed and discussed the correspondence from Sacramento County titled Subject: Excelsior Oaks Tentative Subdivision Map outlining the details of this housing project and trail easement for OVparks. The committee deemed the letter satisfactory and advised Administrator Herz to respond as such with no needed changes.
 - B. Possible trail connecting Sundance Park to Coyote Ct.
Administrator Herz shared photographs and a verbal update of the Sundance Park area, the walkway owned by OVparks which has been closed for many years, and the homes surrounding this area. After a comprehensive discussion considering all perspectives of reopening this thoroughfare, the Directors asked Administrator Herz to bring a Staff Report to the full Board at the next meeting for review of this request. The Trails Committee recommends that the Board of Directors hears public comments, and then instructs staff to gain access to the currently fenced-off easement, evaluate any safety concerns once the trail through Sundance Park is officially open on May 5, and report back to the Board of Directors in June.
 - C. Arcade-Cripple Creek Trail Project update
Administrator Herz informed the Committee that the Arcade-Cripple Creek Trail is nearly completed and a ribbon cutting ceremony and walk is scheduled for May 5, 2024. This event starts at Tempo Park at 9am with speakers and the walk beginning at 10am. District staff will continue to monitor the trails, the soundness of the DG, unhoused persons concern, and safety concerns. Staff will be setting up a table along the Streng Park stretch to provide water and interact with the community. Staff will also host a table at C Bar C Park, where the event will conclude.
 - D. Review update proposal of Trails Master Plan
Director Brunberg overviewed the updates to the previous Trails Master Plan and asked Administrator Herz to review and incorporate applicable language of goals, objectives, categories and specs from the Placer County and West Sacramento Master Trails Plans. It is the goals of the Committee to have this updated to review by the next Trails Committee Meeting in June.
5. **DIRECTOR'S AND STAFF'S COMMENTS**
None.

6. **ITEMS FOR NEXT AGENDA**
 - A. Review the response from the full Board regarding opening the walkway in Coyote Court and any actionable items.
 - B. Review the drafted updates to the Trails Master Plan.

7. **ADJOURNMENT** *The meeting was adjourned at 11:46 a.m.*

STAFF REPORT



DATE: 3-21-24

TO: Board of Directors

FROM: Becky Herz, District Administrator

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

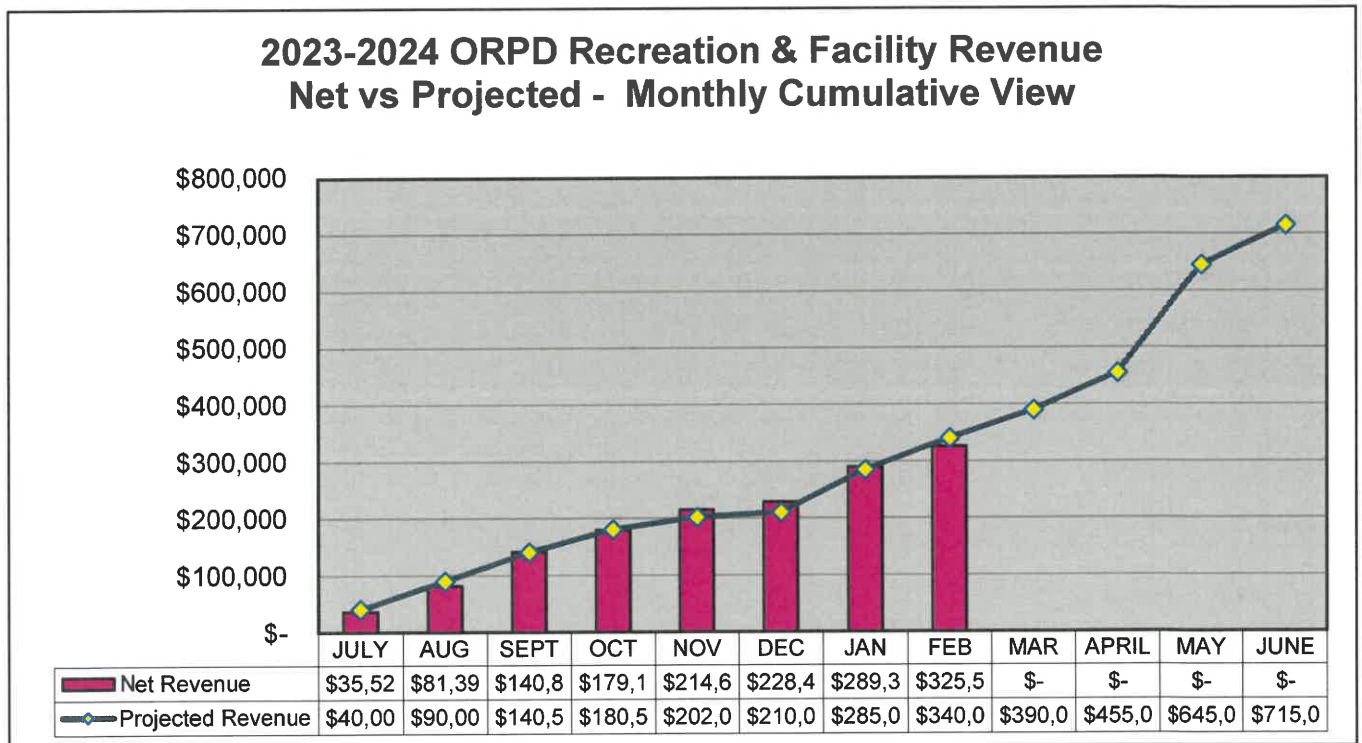
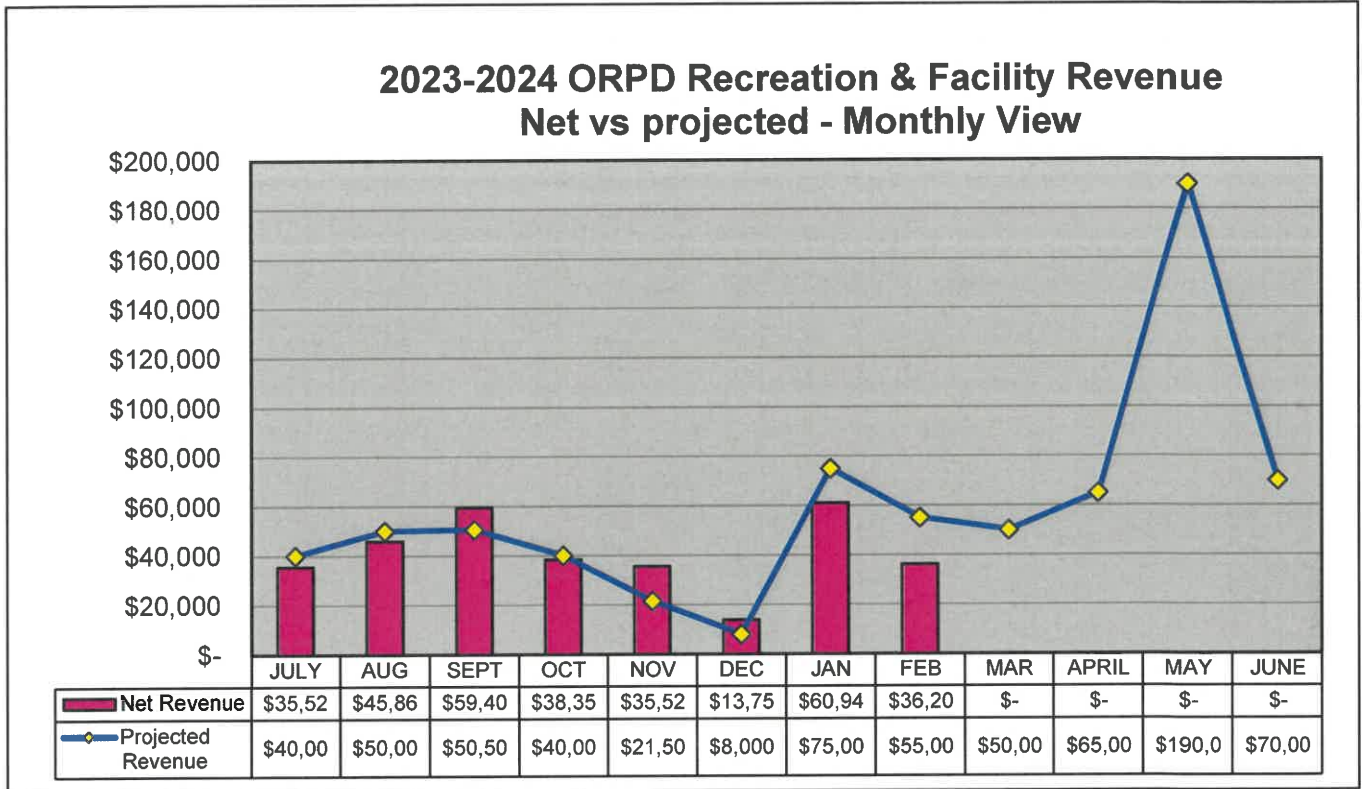
ADMINISTRATION

- On February 1, OV Parks staff were joined by Chair Stickney and Director Meraz in a celebration of Administrator Barry Ross's retirement.
- On February 2, Admin Ross and Admin Herz attended the Orangevale Rotary meeting.
- On February 2, Board Chair Stickney, Director Meraz, and Director Presinal joined staff and community members in celebrating the Best of Orangevale. OV Parks won "Best Park."
- On February 7, Admin Herz participated in an Advisory Committee meeting for California's State Wide Comprehensive Outdoor Recreation Plan (SCORP), hosted by California State Parks.
- On February 9, Admin Herz attended the Orangevale Community Collaborative meeting.
- On February 15, Admin Herz and Superintendent Oropeza meet the Sacramento Tree Foundation and the City of Citrus Heights to discuss the tree-replacement plan for the Arcade-Cripple Creek Trail Project.
- On February 16, Admin Herz and Supervisor Bain held a meeting to discuss the 2024 plan for the Thursday Farmer's Market and Bands and Brews events.
- On February 21, Admin Herz held a meeting for the Recreation Department to discuss a District-wide plan for a marketing and outreach update.
- On February 21, Admin Herz and Superintendent Oropeza attended a Big Day of Service planning meeting.
- On February 22, Admin Herz, Superintendent Oropeza, and Supervisor Bain participated in a planning meeting for the Arcade-Cripple Creek Trail ribbon cutting event – scheduled for May 5.
- On February 23, Admin Herz attended the Orangevale Rotary Meeting.
- On February 26, Supervisor Bain hosted a training for all Admin and Recreation staff on the District's new VOIP phone system.
- On February 27, Admin Herz met with Dale Wadle from California Special District Association (CSDA).
- On February 28, Admin Herz and Superintendent Oropeza did a job-site walk with T&S West to review the OCCP Driveway and Trail Project.

RECREATION Monthly Report: February 2024

February	Enrollment	Attendance	Gross Revenue
Active Adults			
Best Friends Bash		75	
Bridge	25		\$ 116.00
M.O.V.E. Bingo		18	
Mid-Day Movie		10	
Active Adults Sub Total	25	28	\$ 116.00
Classes			
Basic Horsemanship	3		\$ 567.00
Internet Drivers Education	4		\$ 116.00
Kids Cooking Series	10		\$ 350.00
RTI - Pediatric CPR & First Aid	2		\$ 170.00
Ukulele Fretters	16		\$ 16.00
Classes Sub Total	35	0	\$ 1,219.00
Day Camp			
February break	17		\$ 2,951.00
Day Camp Sub Total	17	0	\$ 2,951.00
Sports & Fitness			
Aikido - Family Training	3		\$ 285.00
Aikido - Teen/Adult	2		\$ 238.00
Aikido - Youth	7		\$ 555.00
Chen Tai-Chi Chuan	13		\$ 650.00
Gymnastics - Parent Participation	2		\$ 210.00
Gymnastics - Tot	1		\$ 105.00
Pee Wee Basketball	22		\$ 1,320.00
Pickleball 101	14		\$ 806.00
Pilates Reformer	7		\$ 416.00
Shotokan Karate Grange Karate	4		\$ 1,000.00
Shotokan Youth Center Karate	5		\$ 1,250.00
Shotokan Preschool Karate	3		\$ 705.00
Top Notch Basketball	22		\$ 2,079.00
Top Notch Basketball February Camp	17		\$ 1,683.00
Turns n Tumble Baby Ballet	4		\$ 132.00
Turns n Tumble Pre Ballet	12		\$ 396.00
Zumbini	9		\$ 360.00
Sports & Fitness Sub Total	147	0	\$ 12,190.00
Trips			
Collette Travel Presentation		19	
Collet Trips Treasures of Egypt	3		\$ 1,079.60
Trips Sub Total	3	19	\$ 1,079.60
GRAND TOTAL	227	47	\$ 17,555.60

February Gross Revenue Recap – February OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$36,202 which is \$18,798 below the projected amount. February recreation revenue came in at \$31,464 which is \$8,536 below the projected amount. The February facility revenue came in at \$4,738 which is \$10,262 below the projected amount. *Please note the revenue referenced here includes prepayments for future programs while the revenue figures listed in the chart above represent revenue attributed to programs occurring in January.*



PARKS Monthly Report: February 2024

Park Infrastructure

- Staff continues to conduct monthly playground inspections and makes repairs on site as needed.
- 32 feet of fence were repaired by staff at Orangevale Community Park.
- Staff removed what appeared to be two homeless encampments from Oak and Filbert nature area and one from Pecan Park.

Mechanics

- Staff continues to conduct basic maintenance to small engine equipment and mowers.
- Lucas repaired the front brakes and two tires on the 2005 Ford Ranges.

Park Irrigation

- All irrigation remains off.
- Staff repaired a leaking drinking fountain at Oak and Filbert. Portions of the plumbing and the shut off switch were replaced.

Park Grounds

- Staff continues ongoing maintenance at all parks (restrooms, trash, mowing (as weather permits), & blowing).
- Staff mowed almost all the parks despite weather conditions.
- Staff removed several small branches and debris from various parks after the storms.

Other Items

- Lucas and Doug led the replacement of the media in the pool filters. All sand media was replaced with glass media. The accessible portions of filter plumbing were also replaced. A trenching vacuum truck was rented to remove all the sand. A total of 7,750 pounds of filtration glass media were added to the 5 filter tanks.
- Curtis and Bruce started the revamp of the Pecan bathrooms. The wall sink and mirror will be replaced.
- Staff mowed the front of Shady Oaks Disk Golf Course in preparation for the tournaments.
- All staff participated in the cleanup of the damage from windstorm that happened late January. We removed several large branches and two medium size trees, one from Horse Areana driveway and the other one from Almond Park. The District lost a total of 5 medium size trees.

Fulton-El Camino Park District Police Department
Monthly activity report for: Orangevale Recreation and Park District
Reporting Period: February 1-29, 2024

Almond Park

Notice to Appear	02/29/24	17:10	16028(a) CVC No Insurance / 4000(a) CVC no current reg.
Parking Citation	02/22/24	16:32	4000(a) No current registration

Norma Hamlin Park

No issues to report.

Off Property

No issues to report.

OV Community Center

Call for Service	02/24/24	14:45	Alarm call at History Museum – no findings
Parking Citation	02/14/24	17:08	4000(a) No current registration
Parking Citation	02/22/24	17:01	4000(a) No current registration

OV Community Park

Call for Service	02/05/24	15:50	GOA – no contact made
Warning	02/05/24	18:10	Dog off leash
Parking Citation	02/11/24	14:14	4000(a) No current registration
Parking Citation	02/11/24	14:17	4000(a) No current registration
Parking Citation	02/11/24	14:31	4000(a) No current registration
Parking Citation	02/18/24	14:34	4000(a) No current registration
Parking Citation	02/18/24	14:47	4000(a) No current registration
Parking Citation	02/18/24	17:08	4000(a) No current registration

OV Community Park (Disc Golf)

Parking Citation	02/22/24	16:50	4000(a) No current registration
Parking Citation	02/24/24	14:34	4000(a) No current registration

Palisades Park

No issues to report.

Pecan Park

Warning	02/04/24	14:00	Vehicle Registration
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Streng Park

No issues to report

Sundance Park

No issues to report

Youth Center Park

Call for Service	02/19/24	14:45	Subject in park digging holes. Subject was Parks Staff.
Parking Citation	01/01/24	18:50	9.36.065(e) Parking after hours

OvParks Photos of Interest: February 2024

Best Friends Bash



Bingo at Best Friends Bash



Arcade-Cripple Creek Trail



OVparks Adventure Crew



Tai Chi Class



Youth Center Park Concrete Project



Pool Media Replacement Project



2024 BDOS Project Ideas - OVparks

Pecan Park:

1. Revamp/dress up the butterfly garden and rock garden. Plant 3 to 4 trees behind the pickleball courts. Install two new tables at Rock Garden and add mor woodchips. Add a plater box to garden and plant up to 8 new plants

Shady Oaks Disc Golf Course:

1. Spread natural mulch to aid in reducing soil erosion between hole 17 and hole 15 OR around area of hole 8 and hole 2. Install irrigation and plant some shrubs around hole 18 berm.

Orangevale Community Park:

1. Paint exterior/interior of restroom building at the Filbert Ave.
2. Paint the perimeter fencing that was last done in 2021 at Oak and Filbert

Orangevale Community Center Park:

1. Top dress tan bark in the parking lot curbed areas near Hazel Ave. and other areas away from the buildings that need it.
2. Replace the 3rd base fence line at the Youth Center Baseball Field and install new dugout benches and a home and way sign at dugout fence. Paint backstop and bleachers.
3. Paint the Connex box outside the History Museum and remove stumps to revamp the landscape area and add Decompose Granit around Connex box.
4. Stain the picnic tables that were built and placed in 2023 near the soccer field clen south fence area near wall near baseball field. Add a 3-row bleacher to the south softball field.

STAFF REPORT



DATE: 3-21-24

TO: Board of Directors

FROM: Becky Herz, District Administrator

SUBJECT: APPROVAL OF THE RECOMMENDATION FROM THE TRAILS COMMITTEE TO REVIEW AND ASSESS THE RE-OPENING OF THE SUNDANCE PARK ENTRANCE AT COYOTE COURT

RECOMENDATION

Consider the reopening of the Sundance Park Entrance at Coyote Court. Review and assess information provided by public comment, staff, and the Trails Committee. Approve the Trails Committee's recommendation to instruct staff to gain access to the easement, evaluate any concerns, and report back to the Board of Directors in June.

BACKGROUND

At the February 15, 2024 OVParks Board of Directors Meeting, a community member asked the BOD to re-open the Coyote Court access to the Sundance Park nature park.

The Board closed the access years ago due to a request of the adjoining neighbors. With the anticipated opening of the new Arcade-Cripple Creek Trail through Sundance Park, the OVParks Board of Directors agreed that it was time to reconsider the closure of the access point. The District Administrator was instructed to review the matter with the Trails Committee, and to inform the effected neighbors of the plan to consider opening the access at the March 21, 2024 Board of Directors Meeting.

The community households in the connecting neighborhood were notified by USPS letter. (Attachment #1).

The Trails Committee met on March 8, 2024. After a comprehensive discussion considering all perspectives of reopening this thoroughfare, the Trails Committee requested a Staff Report including images of the area be brought to the full Board at the next meeting for review (Attachments #2 & 3). The Trails Committee recommended that the Board of Directors hear public comments, and then instruct staff to gain access to the currently fenced-off easement, evaluate any maintenance or safety concerns once the Sundance Park section of the Arcade-Cripple Creek Trail is officially open on May 5, 2024, and report back to the Board of Directors on June 20, 2024.

This recommendation is designed to ensure that the Board of Directors have ample time to consider any public comment brought to the March 21, 2024 Board of Directors Meeting, and to provide staff time to evaluate both public concerns and public benefits that may be presented. It would also provide staff time to develop maintenance protocols and assess security needs for the new trail amenities that have been added to the Sundance Park nature area.

RECOMMENDED MOTION

I recommend that we approve the Trails Committee's recommendation to instruct staff to gain access to the currently fenced-off easement, evaluate any concerns, including safety concerns, and report back to the Board of Directors on June 20, 2024 for consideration of opening the Coyote Court access to the Sundance Park nature area.



2/23/24

Resident(s) in proximity of:
Coyote Ct.
Orangevale, CA 95662

To Whom it May Concern,

Notice is hereby given that the Orangevale Recreation & Park District's Board of Directors will be reviewing a community request to re-open a District easement and provide public access to Sundance Park and the new Arcade-Cripple Creek Trail. This easement is located between Sacramento County Assessor Parcel #25903200320000 (6648 COYOTE CT) and Parcel #25903200330000 (6642 COYOTE CT).

The review, consideration, and vote on this topic will take place at the next Orangevale Recreation & Park District Regular Board of Directors Meeting, scheduled for Thursday, March 21, 2024 at 6:30pm at the Orangevale Community Center: 6826 Hazel Ave, Orangevale, CA, 95662.

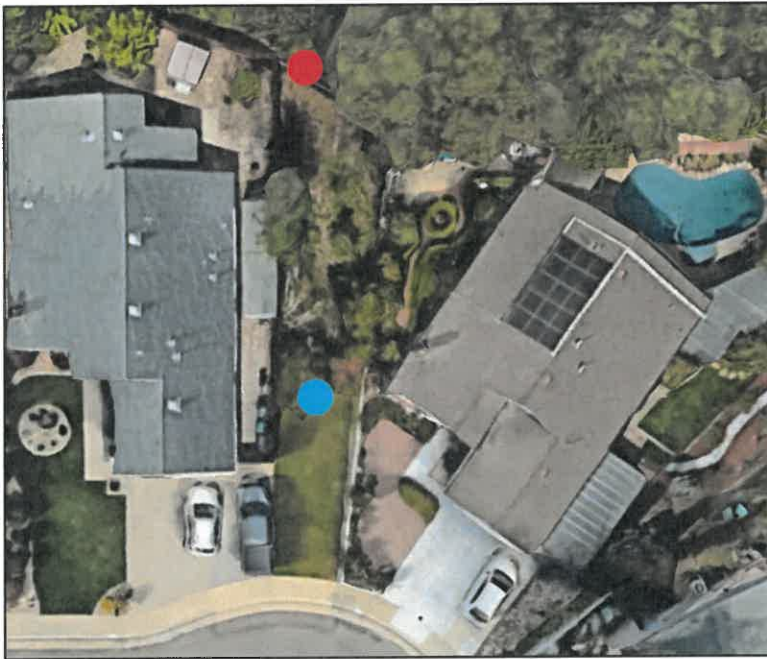
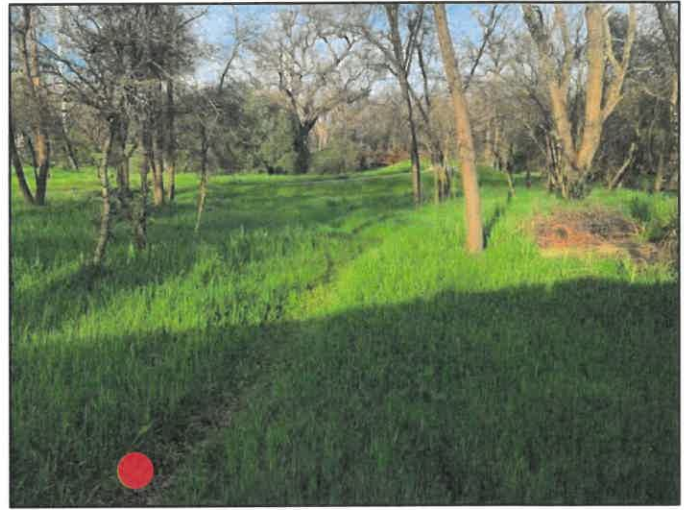
Sincerely,

A handwritten signature in blue ink, appearing to read "Becky Herz", with a long horizontal flourish extending to the right.

Becky Herz
District Administrator
becky@ovparks.com

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

Images of Sundance Park /Coyote Ct easement



Sundance Park side



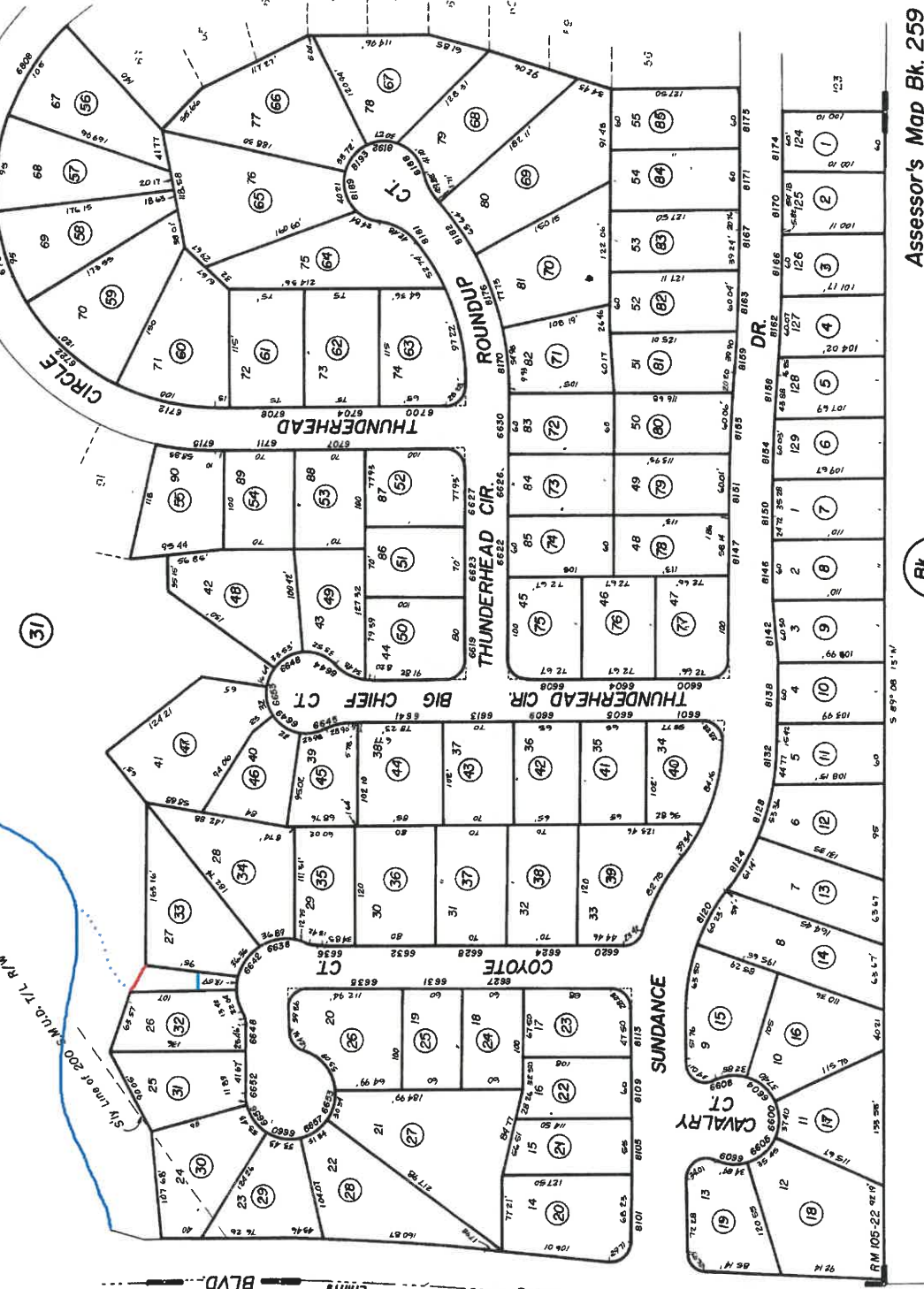
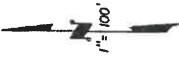
Coyote Court side



POR. SEC. 30, T. 10N., R. 7E., M.D.B. & M.

259-32

07



Assessor's Map Bk. 259 Pg. 32
County of Sacramento, Calif.

Bk. 261

Por. Sundance, R.M. Bk. 105, Pg. 22 (18-27-76)

STAFF REPORT



DATE: 3-21-24

TO: Board of Directors

FROM: Becky Herz, District Administrator

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

RECOMMENDATION

Consider nominating a member of the Orangevale Recreation & Park District Board of Directors for a seat on the CSDA Board of Directors.

BACKGROUND

The Elections and Bylaws Committee of California Special Districts Association (CSDA) is accepting nominations for Independent Special District Board Members or General Managers who are interested in joining the CSDA Board of Directors for the 2025-2027 term. The Board Members of Orangevale Recreation & Park District's Board of Directors are eligible to run for the Sierra Network Seat A. If a Board Member is interested in the role, they must be nominated by April 10.

POSSIBLE MOTION

I recommend that _____ be nominated for the CSDA Board of Directors in the position of Sierra Network Seat A on behalf of the Orangevale Recreation & Park District's Board of Directors.



**California Special
Districts Association**

Districts Stronger Together

DATE: February 5, 2024
TO: CSDA Voting Member Presidents and General Managers
FROM: CSDA Elections and Bylaws Committee
SUBJECT: **CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
SEAT A**

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 2025 - 2027 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 is April 10, 2024. 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, 2024. All votes must be received through the system no later than 5:00 p.m. July 26, 2024. The successful candidates will be notified no later than July 30, 2024. All selected Board Members will be introduced at the Annual Conference in Indian Wells, CA in September 2024.

Expiring Terms

(See enclosed map for Network breakdown)

Northern Network	Seat A – Greg Orsini, Director, McKinleyville Community Services District*
Sierra Network	Seat A – Noelle Mattock, El Dorado Hills Community Services District*
Bay Area Network	Seat A – Chad Davisson, General Manager, Ironhouse Sanitary District*
Central Network	Seat A – Patrick Ostly, General Manager, North of River Sanitary District*
Coastal Network	Seat A – Elaine Magner, Director, Pleasant Valley Recreation & Park District*
Southern Network	Seat A – Jo MacKenzie, Director, Vista Irrigation 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, 2024. All votes must be received through the system no later than 5:00 p.m. July 26, 2024.

Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail amberp@csda.net by April 10, 2024 in order to ensure that you will receive a paper ballot on time.

CSDA will mail paper ballots on June 10, 2024 per district request only.

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



2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: _____

District/Company: _____

Title: _____

Elected/Appointed/Staff: _____

Length of Service with District: _____

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

4. List civic organization involvement:

****Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after the nomination deadlines will not be included with the ballot.**



**California Special
Districts Association**
Districts Stronger Together

2024 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: _____ (see map)

Telephone: _____

(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: _____

E-mail: _____

Nominated by (optional): _____

Return this form, a Board resolution/minute action supporting the candidate, and Candidate Information Sheet by mail or email to:

CSDA
Attn: Amber Phelen
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732

amberp@cda.net

DEADLINE FOR RECEIVING NOMINATIONS:

April 10, 2024 at 5:00 p.m.

STAFF REPORT



DATE: 3-21-23

TO: Board of Directors

FROM: Becky Herz, District Administrator

SUBJECT: APPROVE OR REJECT THE BID FOR THE DRIVEWAY & PATHWAY PROJECTS CONNECTING THE SOUTH SECTION OF THE COMMUNITY CENTER PARK PROPERTY WITH THE NEW NORTH SECTION OF THE PROPERTY

RECOMMENDATION

Review the submitted bid for the Driveway & Pathway projects at Community Center Park, and decide to approve or reject the bid based on price and responsiveness to meet the required terms of the bid application.

BACKGROUND

The Board of Directors approved the Driveway & Pathway projects at Community Center Park for the 2023/24 fiscal year budget. The District began working with Gordian through the eIQC pre-bid process in August, 2024 to secure bids for this job. Through the eIQC pre-bid process, Gordian has granted the projects to T&S West.

The budgeted funds allocated for the combined projects in the 2023/24 fiscal year budget are \$547,708 (including \$299,000 of Park Development Fees, \$50,000 from the General Fund, and \$198,708 from the Proposition 68 per capita project grant funding). The amount of \$26,242 was spent in the 2023/24 fiscal year on the planning phase of the projects. The remaining funds available for the 2023/24 fiscal year are \$521,466.

An additional \$25,433 was spent on the planning phase of this project in the 2022/23 fiscal year, bringing the planning phase total to \$51,675, and the total allocated funds for the combined projects to \$573,141. It is likely that a portion of the combined projects expenditures will carry over into the 2024/25 fiscal year budget.

It is anticipated that a bid from T&S West will be ready for review at the March 21, 2024 OVparks Board of Directors meeting. Based on preliminary bid discussions, it is anticipated that the completion of the base bid and up to two (2) add-alternate trails are achievable within the \$521,466 remaining funds for the combined projects.

The Board of Directors has the option to approve the bid, or to reject the bid. Approval would direct the District Administrator to enter into a contract with T&S for the combine projects and any add alternates specified. Rejection would direct the District Administrator to initiate the Request for Proposal process for the combined projects.

RECOMMENDED MOTIONS

- a. I move that we approve the bid for the Driveway & Pathway projects at Community Center Park that is within or below the District's budget range for the projects. The approved bid is from contractor T&S West in the amount of \$_____ for the Driveway & Pathway, base bid. We approve add alternates #'s _____ for the Pathway project in the extra amount of \$_____. The total combined approved cost of the construction phase of the Driveway & Pathway project is \$_____. We direct the District Administrator to finalize the agreement with this contractor, with the objective of beginning project construction as early as April 2024.

- b. I move that we reject the bid for the Driveway & Pathway projects.

STAFF REPORT



DATE: 3-21-24

TO: Board of Directors

FROM: Becky Herz, District Administrator

SUBJECT: APPROVAL OF THE RECOMMENDATION FROM THE PLANNING COMMITTEE TO INITIATE THE FIRST PHASE OF THE PARK MASTER PLAN PROCESS FOR STRENG PARK

RECOMMENDATION

Review the conceptual park plan of single-track trails at Streng Park and approve the Planning Committee's recommendation to instruct staff to initiate the first phase of the Park Master Plan Process.

BACKGROUND

At the February 26 Planning Committee Meeting, District Administrator Becky Herz presented the Committee with the concept of creating a Master Plan for Streng Park that includes single-track trails for bicycles. The advantages of this concept include:

- Embraces the spirit of the new Arcade-Cripple Creek amenity at Streng Park
- Does not require the development of a parking lot
- Does not call for the planning of trees that could interfere with SMUD lines
- Is affordable to develop and financially sustainable to maintain
- Minimal the impact on OVparks staff and resources

The Planning Committee supported the conceptual plan and recommended that the full Board of Directors review the plan and vote to instruct staff to begin the first phase of creating a Master Plan for Streng Park. This first phase would consist of community outreach to evaluate interest in the concept of single-track trails in Streng Park. The first event where this community outreach would take place is the Arcade-Cripple Creek Trail Ribbon Cutting event scheduled for May 5, 2024.

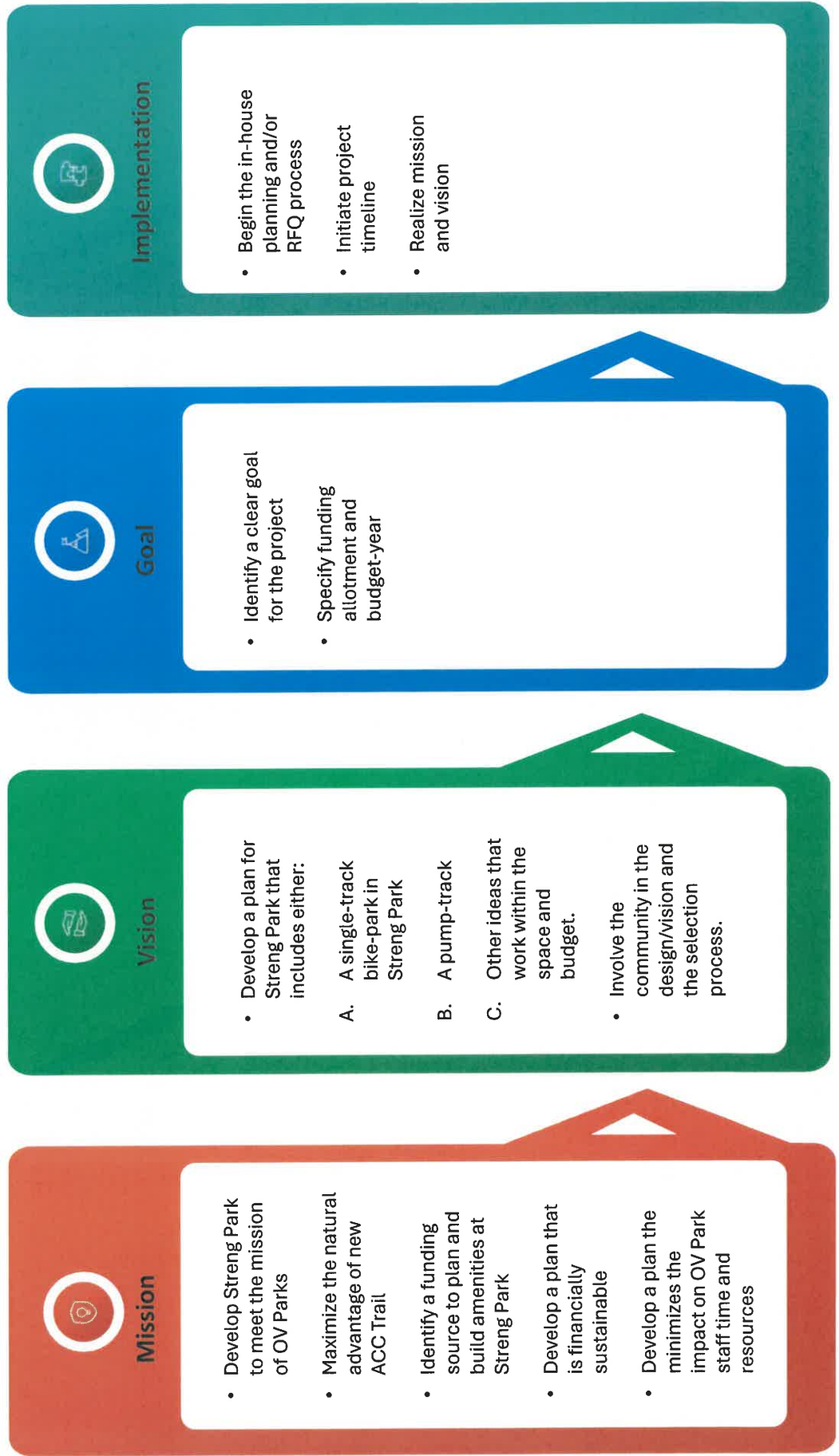
The initiation of this early phase in the Park Master Plan process would not have a significant financial impact. The results of the community outreach on the conceptual plan will be reported back to the Board of Directors at a future meeting.

RECOMMENDED MOTION

I recommend that we approve the Planning Committee's recommendation to instruct staff to initiate the first phase of the Park Master Plan Process for Streng Park.

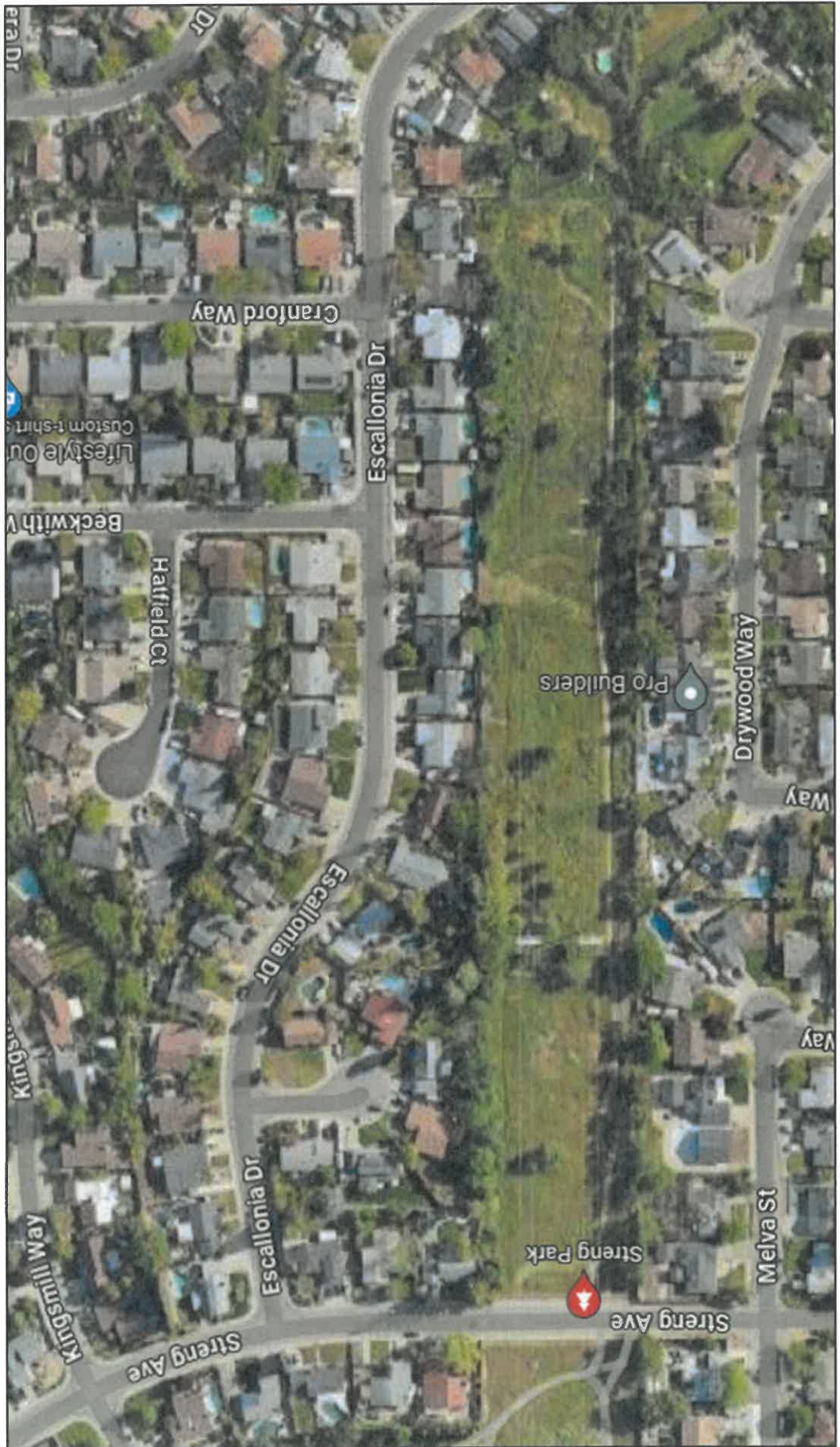


Streng Park Strategic Plan





Streng Park Map

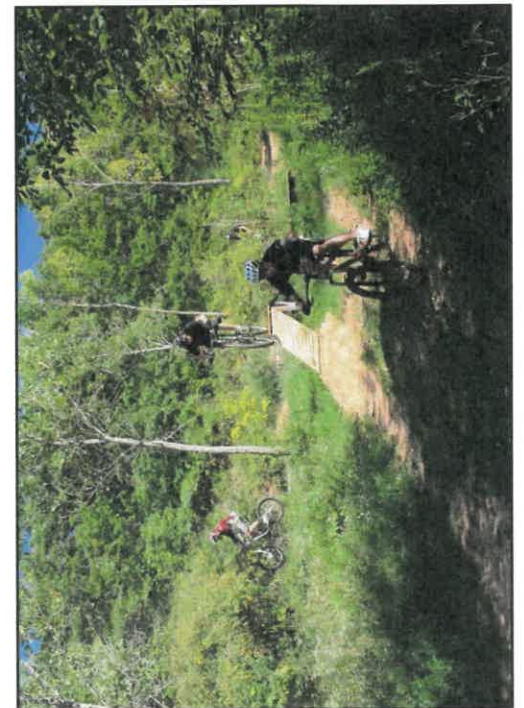
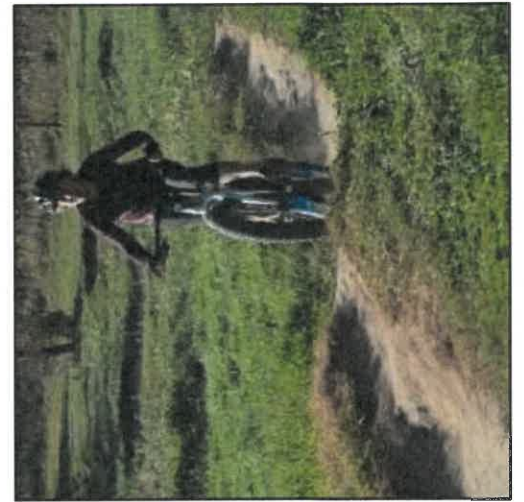
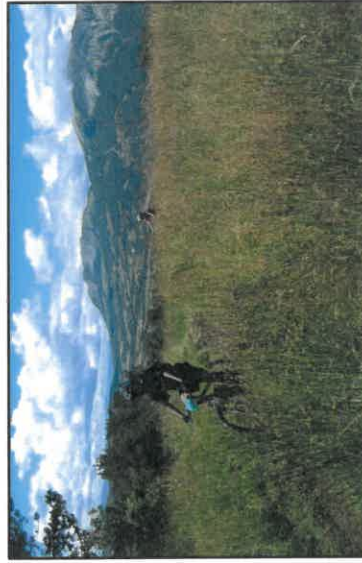
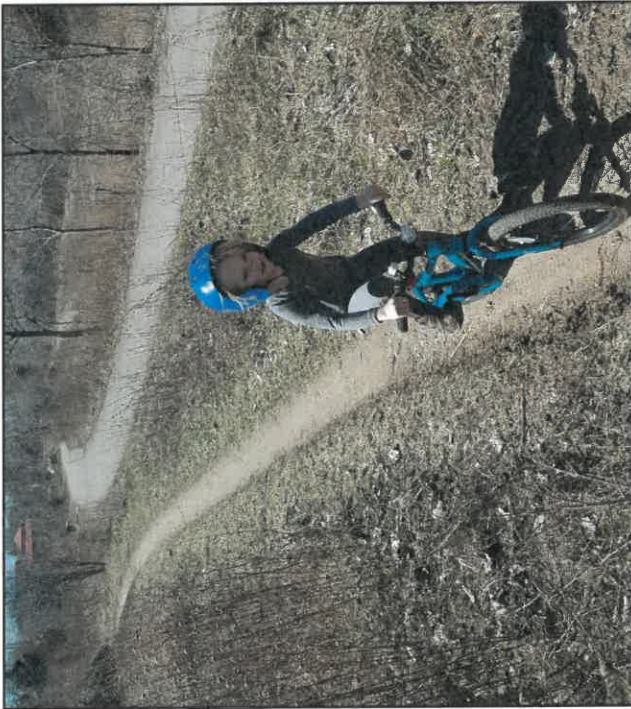




Streng Park Vision Board - A

Vision Ideas A

- Develop a plan for single-track bike-paths in Streng Park



STAFF REPORT



DATE: 3-21-24

TO: Board of Directors

FROM: Becky Herz, District Administrator

SUBJECT: APPROVAL TO PURCHASE UP TO \$12,000 OF REPLACEMENT PARTS FOR THE LARGE PLAYGROUND AT ORANGEVALE COMMUNITY PARK

RECOMENDATION

Approve the purchase of up to \$12,000 of replacement parts for the large playground at Orangevale Community Park to maintain safety and usability of the amenity.

BACKGROUND

Upon evaluation of the large playground at Orangevale Community Park, Parks Superintendent Horacio Oropeza and District Administrator Becky Herz determined the playground needs immediate replacement of one slide and four platforms. The replacement of the slide is cost-prohibitive, but a playground climber can be purchased instead of a new slide for approximately \$4,000 less. The total cost of purchasing one climber and four platforms, including tax and shipping, will be between \$9,000 and \$12,000.

RECOMENDED MOTION

I recommend that we approve the purchase of up to \$12,000 of replacement parts for the large playground at Orangevale Community Park.

STAFF REPORT



DATE: 3-21-24

TO: Board of Directors

FROM: Becky Herz, District Administrator

**SUBJECT: APPROVAL TO PURCHASE TWO THERMAL POOL COVERS FOR
NO MORE THAN \$7,600**

RECOMENDATION

Approve the purchase of two thermal pool covers for no more than \$7,600 to maintain the functionality of the pool's heat-loss mitigation system.

BACKGROUND

Upon evaluation of aquatic facilities equipment, Recreation Supervisor Jason Bain and District Administrator Becky Herz determined that two of the thermal pool covers need to be replaced. The total cost of purchasing two pool covers, including tax and shipping, will be between \$7,000 and \$7,600.

POSSIBLE MOTION

I recommend that we approve the purchase of two thermal pool covers for no more than \$7,600.

STAFF REPORT



DATE: March 21, 2024

TO: Board of Directors

FROM: Jason Bain, Recreation Supervisor

**SUBJECT: APPROVAL OF THE AGREEMENT WITH CREATIVE SPIRIT
LEARNING CENTER TO HOST THE CREATIVE SPIRIT LEARNING
CENTER SPRING CARNIVAL & COLOR RUN**

RECOMMENDATION

Approve the agreement with Creative Spirt Learning Center to host the Spring Carnival & Color Run at the Orangevale Community Park May 18, 2024.

BACKGROUND

The Creative Spirit Learning Center is looking to hold a Spring Carnival & Color Run at the Orangevale Community Park on May 18, 2024. The event begins with a community, child-focused color run and then the small carnival will open after the run. There will be food vendors and amplified music. The rental fee for the Spring Carnival & Color Run is \$441.

RECOMMENDED MOTION

I move we approve the agreement with Creative Spirt Learning Center to host the Spring Carnival & Color Run at the Orangevale Community Park May 18, 2024, and authorize the District Administrator to execute the agreement.

RECEIVED
JAN 26 2024



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

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

SPECIAL EVENT RENTAL APPLICATION & AGREEMENT

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

RENTAL CUSTOMER

Name of Applicant: Aubrey Bidelli
Address: 10729 Fair Oaks Blvd. City/State/Zip: Orangevale
Phone #: 916 934 8437 Email: ABOV27@yahoo.com
Sponsoring Organization/Company: Creative Spirit Learning Center
Authorized Organization Representative: Aubrey Bidelli + Jenny Oliver

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

Type of Organization: Non Profit Private Corporation Other School

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

Organization Web Site: _____ Organization Email: _____

Name of Event Organizer (if different from applicant): Jenny Oliver

Alternate Contact Name: _____ Phone: 916 230 3132 Email: TJYOliver@gmail.com

FACILITY REQUESTED

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

Other Facility: _____

EVENT INFORMATION

Event Name: creative spirit Learning Center Spring Carnival + Color Run

Event Date(s): May 18th Day(s) of week: M T W Th F Sat Sun

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

Set up time	Event time	Clean up time
From: <u>6:30</u> <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	From: <u>9:30</u> <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	From: <u>12:00</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm
To: <u>9:00</u> <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	To: <u>12:00</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	To: <u>3:00</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm

Type of Event: Concert Festival Celebration Run/Walk Other childrens carnival

Purpose of Event: fundraise for the school

Overall Estimated Attendance: 100-200 Daily 75 Adults 50 Children

Has this event been produced before? Yes No If yes, previous attendance: 75

If yes, list previous name, date and location of event: creative spirit Color Run + Spring Carnival

EVENT INFORMATION cont'd

Description of Event - Provide a detailed description of your event (i.e. list activities, entertainment, and vendors, special equipment and structures, etc. You may attach additional pages or materials as needed.

Our event begins with a community, child-focused Color Run. Families will check in at the registration booth and gather for a pre-run warm-up with a local Zumbini instructor. In years past, this has been Stephanie Tadlock & we are hoping to have her again this year. After the warm-up, kids and families will run a course marked out in part of the soccer field. Following the run, our small carnival opens. Last year we had 7 booths made by our families. As of right now, we intend on having the same amount for this year's event. We will use a small, portable all-in-one sound system.

We are still in the work s/w food vendors. We may have a shared ice truck there. If we are able to confirm, we will get all the paperwork in for that. If is a possibility we will not have food served.

This is an event for our school & friends. A chunk of our families live in the Orangewale area. Our school feeds local charters like Golden Valley Orchard CMP & Orangewale Open. Those 3 school receive a majority of our families every yr. We will also be advertising in the community. It also shows the park to new fam

Is this a Public or Private event? Public Private Other Semi private (friends of families welcome)

If public, please give name, phone number and website for public event information: _____

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

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

Please list the type (i.e., admission, food charge) and amount of charge: ticket sales + tickets used for carnival games/activities

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

Will food be served at the event? Yes No

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

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

If yes, please list the timeframe alcohol will be served _____

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

If yes, please list pop ups, generator

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

SUPPLEMENTAL SPECIAL USE APPLICATION

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

EVENT NAME: Creative Spirit Learning Center Spring Carnival + Color Run

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

Day 1: Day of Week Saturday Date 5-18 Start Time 6:30 AM End Time 9 am
 Day 2: Day of Week _____ Date _____ Start Time _____ End Time _____

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

Day 1: Day of Week Saturday Date 5-18 Start Time 9:30 AM End Time 12 noon
 Day 2: Day of Week _____ Date _____ Start Time _____ End Time _____
 Day 3: Day of Week _____ Date _____ Start Time _____ End Time _____
 Day 4: Day of Week _____ Date _____ Start Time _____ End Time _____

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

Day 1: Day of Week Saturday Date 5-18 Start Time 12 noon End Time 3 pm
 Day 2: Day of Week _____ Date _____ Start Time _____ End Time _____

EVENT SITE PLAN/MAP

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

EVENT ACTIVITY PLAN

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

- Entertainment**
 - Amplified Music – Live
 - Amplified Music – Recorded
 - Carnival Booths/Rides
 - Other _____

Hours – Start _____ End _____
 Hours – Start _____ End _____
 Hours – Start _____ End _____
 Hours – Start _____ End _____

- Sporting Activities**
 - Type Color Run
 - Type _____

Hours – Start 10:00a End 10:30a
 Hours – Start _____ End _____

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

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

- Stage(s)
- Fencing
- Electrical Generators
- Animals on event grounds – Petting zoo, pony rides, horses, etc Explain: _____
- Vehicles on event grounds – car show, etc Explain: _____
- I request overnight camping. Explain: _____
- Public Address, Microphone, Loud Speaker(s)
- I request access to an Orangevale Recreation & Park District water source
- I request access to an Orangevale Recreation & Park District electric source

- Dance Floor(s)
- Tents & Canopies POP UPS
- Portable Restrooms
- Portable Seating
- Portable Hand Wash Station
- Other _____

SUPPLEMENTAL SPECIAL USE APPLICATION - Cont'd

ALCOHOL MANAGEMENT PLAN

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

PARKING & TRAFFIC MANAGEMENT PLAN

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

SANITATION, WASTE & UTILITY PLAN

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

STAFFING PLAN

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

EMERGENCY AND SAFETY PLAN

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

EVENT MARKETING PLAN

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

NOTIFICATION PLAN

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

RECEIPT OF DISTRICT REQUIREMENTS AND FACILITY USE AGREEMENT

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

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



INDEMNIFICATION:

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

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

AB

INSURANCE REQUIREMENTS:

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

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

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

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

AB

COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS:

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

AB

FORCE MAJEURE:

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

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

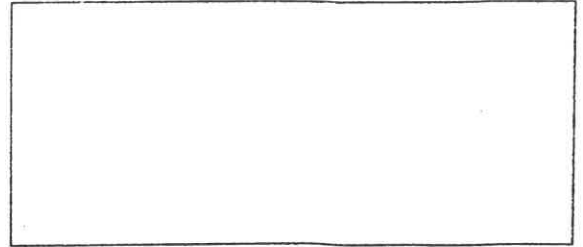
APPLICANT PRINTED NAME: Aubrey Budelli

APPLICANT SIGNATURE: [Signature] DATE: 2/25/24

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

Orangevale Community Park

Address: 7301 Filbert Ave, Orangevale, Ca 95662



PurColour
 12150 West 44th Ave, Unit 105
 Wheat Ridge, CO 80033
 303-704-2901
 Fax 303.942.7278
info@PurColour.com

SAFETY DATA SHEET

1 Product Identification

- 1.1 **Product Name:** PurColour Celebration Powder™
- 1.2 **Product Number:** Blue, Pink, Yellow, Orange, Green, Purple, Red, Black and Mid-Night Blue
- 1.3 **Company Name:** PurColour
- 1.4 **Company Address:** 12150 West 44th Ave, Unit 105, Wheat Ridge, CO 80033
- 1.5 **Telephone Number:** 720-287-0057
- 1.6 **Date Issued:** 0/01/2022 **Supersedes:** 04/16/2018
- 1.7 **Recommended Use/Restrictions:** This product is not recommended for indoor usage. Recommended Outdoor usage in well ventilated open space. Those who have compromised respiratory, asthma or are allergic to any of the ingredients, should avoid usage. Product is not intended for food or human consumption.

2 Hazard(s) Identification

It is our opinion that the above named product does not meet the definition of a "Hazardous Chemical" as defined in the 21 CFR 1910.1200. This SDS is provided as general information for health and safety reasons.

2.1 Hazardous Components: Nuisance Dust

- 2.1.1 Component: Corn Starch CASRN 9005-25-8
- 2.1.2 Component: Calcium Carbonate CASRN 471-34-1
- 2.1.3 Component: Sodium Bicarbonate CASRN 144-55-8

3 Composition/Ingredient Information

Specific formulation is withheld as a trade secret pursuant of 21 CFR 20.61. The characteristics principle and/or components are approved in compliance with 21 CFR 73. None of the ingredients are carcinogenic by FDA, OSHA, or are on the California Proposition 65 chemical list.

- 3.1 **Ingredient Statement:** Corn Starch, Calcium Carbonate, Sodium Bicarbonate Food Grade TFF, and one or more of the following colorants; FD&C Blue #1 Lake, FD&C Blue #2, FD&C Red #40 Lake, D&C Red #7 Calcium Lake, FD&C Yellow #5 Lake, FD&C Yellow #6, Ultra Marine Blue and Iron Oxide.

Ingredient	E Number	Color Index No.	CAS NO	EINECS
Cornstarch	N/A	n/a	9005-25-8	232-679-6
Calcium Carbonate Food Grade	E170	CI 77220	471-34-1	207-439-9
Sodium Bicarbonate – Food Grade TTF	E500(ii)	n/a	144-55-8	205-633-8

Color	USA	Color Index No	CAS NO	EINCES
Blue	FD&C Blue #1 Lake	CI 42090	68921-42-6	220-168-0
Pink	D&C Red # 7 Calcium Lake	CI 15850 (3)	5858-81-1	227-497-9
Yellow	FD&C Yellow #5 Lake	CI 19140:1	12225-21-7	235-428-9
Orange	FD&C Yellow #6 Lake	CI 15985	15790-07-5/2783-94-0	220-491-7
Green	FD&C Yellow #5 Lake, FD&C Blue #1 Lake	CI 19140:1/C.I 42090	12225-21-7/68921-42-6	235-428-9/220-168-0
Purple	Ultra Marine Blue, D&C Red # 7 Calcium Lake	CI 77007/ CI 15850 (3)	57455-37-5, 67053-79-6	309-928-3, 235-811-0, 215-111-1
Red	FD&C Red # 40 Lake	CI 16035	25956-17-6	247-368-0
Black	Iron Oxide	CI 77489	1309-37-1	215-168-2
Mid Night Blue	FD&C Blue #2 Lake	CI 73015	16521-38-3	240-589-3

2.3 **Description of Product:** A free-flowing powder that is soluble in water and designed for entertainment and celebration functions. Product is not intended for food or human consumption.

4 First-Aid Measures

- 4.1 **Eye Contact:** Remove contact lenses and flush eyes with copious amount of water for at least fifteen minutes. Contact physician if irritation persists.
- 4.2 **Skin Contact:** No significant health hazard. Wash exposed skin with soap and water for at least fifteen minutes. If irritation persists, consult a physician.
- 4.3 **Ingestion:** Drink plenty of water and seek medical attention if it seems advisable. Product is NOT intended for human consumption.
- 4.4 **Inhalation:** Transport individual to fresh air. NEVER LEAVE A PERSON SUFFERING FROM DIFFICULT BREATHING ALONE. If respiration remains difficult after a few minutes, contact a physician or 911.

5 Fire Fighting Measures

- 5.1 **Flash Point (Method Used):** Not applicable.
- 5.2 **Flammable Limits:** Not determined.
- 5.3 **Unusual Fire & Explosion Hazard:**
The product is nonflammable as a dust layer. The product contains natural organic fire retardant material and natural non-flammable inert material in a proprietary blend that dramatically reduces the risk of an explosion in a dust cloud at certain concentrations. The product has been manufactured to meet VDI 2263 Dust Fires and Dust Explosions Hazards — Assessment — Protective Measures Test Methods for the Determination of the Safety Characteristic of Dusts meaning the powder has been manufactured and tested to be non-explosive under certain test conditions and concentrations required by the standard, containing ingredients for explosion prevention and protection. “No” (no dust explosibility) is a very far reaching statement which can only be made if either no exothermic reaction is possible owing to the chemistry of the substance or if exhaustive tests on fine dust in a closed apparatus have not shown any characteristic pressure build up.

Prudent usage indicates avoidance of open lights, flames, smoking materials, hot coals of any type or welding in area of product. Not recommended for indoor usage. Outdoor usage in well ventilated open space.

5.4 Extinguishing Media: Dry chemical, foam and water spray. Use of water jet may cause explosive dust conditions. CO2 is not a good outdoor fire extinguisher because it is easily dispersed by the wind. CO2 fire extinguishers may be ineffective at extinguishing outdoor dust fires because they may not be able to displace enough oxygen to successfully put the fire out. Class A fires (consist of ordinary combustibles materials) may also smolder and re-ignite.

6 Accidental Spill, Leak and Waste Disposal

Wash area with soap and water. Area may be slippery; take precautions. PurColour Celebration Powder is biodegradable and non-toxic.

7 Handling and Storage

Store in a cool dry area. The wearing of rubber gloves and safety glasses to prevent skin and eye contact is recommended. Store in tightly closed containers in a well-ventilated area.

8 Exposure Protection

- 8.1 **Respiratory:** No special equipment under normal conditions of use.
- 8.2 **Skin:** Long sleeves and gloves may be worn.
- 8.3 **Eye:** Safety glasses may be worn.
- 8.4 **Hand:** Suitable gloves may be worn.
- 8.5 **Other:** Slip proof shoes may be worn where spills may occur.
- 8.6 **Work/Hygiene Practice:** Normal work and hygiene practices for handling non-hazardous powdered material.

9 Physical / Chemical Characteristics

- 9.1 **Appearance:** Powder
- 9.2 **Odor:** Characteristic, Starch-like.
- 9.3 **Color:** Blue, Red, Pink, Yellow, Orange, Green, Purple, Red, Black and Midnight Blue.
- 9.4 **Boiling Point:** Not established.
- 9.5 **Vapor Point:** Not established.
- 9.6 **Specific Gravity:** To be established.
- 9.7 **Solubility in Water:** Negligible.

10 Stability and Reactivity

- 10.1 **Stability:** Stable.
- 10.2 **Conditions to Avoid:** Practices which produce dust.

- 10.3 **Incompatibility:** Avoid strong oxidizing agents.
- 10.4 **Hazardous Decomposition:** N/A.
- 10.5 **Hazardous Polymerization:** Will Not Occur.

11 Toxicological Health Hazards

- 11.1 **Signs and Symptoms of Exposure:** Dust may be irritating to eyes and nose.
- 11.2 **Toxicity Data:** Non-Toxic.
- 11.3 **Medical Conditions:** Generally aggravated by exposure. Persons with respiratory conditions maybe at increased risk.
- 11.4 **Carcinogenicity:** No.
- 11.5 **Reproductive Toxicity:** No.

12 Ecological Effects

No ecological hazards are associated with this product.

13 Disposal Considerations

Incineration: Observe local, State and Federal regulations concerning health and the environment. Do not incinerate in sealed containers.

14 Transport Information

N/A

15 Regulatory Information

The information contained herein is based upon data considered accurate and reliable. Nevertheless, and independent investigation and verification of this information should be made by the user. No warranty is made, expressed or implied, regarding the accuracy or correctness of these data. The use of this information and this product are beyond the control of PurColour. Therefore, it is the sole responsibility of the user to determine the conditions necessary for the use this product.

No component of this color blend has been determined to be carcinogenic by FDA, OSHA, or California Proposition 65.

16 Other Information

This SDS document was revised 01/01/2022. **Supersedes:** 04/16/2018

PERMIT AGREEMENT

This Agreement is made and entered into this 21th day of March 2024, by and between Orangevale Recreation and Park District, a recreation and park district formed pursuant to California Public Resources Code Section 5780, et seq., a political subdivision of the State of California located in Sacramento County, hereinafter referred to as the “District”, and Aubrey Budelli of the Creative Spirit Learning Center, hereinafter referred to as the “Permittee”.

RECITALS

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

WHEREAS, Permittee desires to use the Property for the Spring Carnival & Color Run for the public on May 18, 2024.

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

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

SCOPE OF PERMIT AND USE OF PROPERTY

1. District agrees to grant Permittee the non-exclusive right to use the Property for Spring Carnival & Color Run, May 18, 2024 (the “Event”) for attendance by the general public. Permittee shall also have exclusive use of the areas of the Property outlined in the Application for Use of Facilities (the “Application”), a copy of which is to be completed and attached hereto as Exhibit A and incorporated herein by this reference. Permittee shall have the right to impose reasonable rules and regulations to be observed by the general public to ensure the safety of the participants at said Event. Permittee agrees to comply with all District rules, regulations, and policies with respect to the use of the Property. Permittee is authorized to begin Event setup on Saturday, May 18, 2024, at 6:30am and is required to complete Event take-down and cleanup by Saturday May 18, 2024, at 3pm. Permittee is required to coordinate all activities with the District. Permittee agrees that the security deposit will be forfeited if Permittee fails to complete all cleanup of the Property by Saturday, May 18, 2024, at 3pm

Permittee shall cause the removal of any camper, truck, trailer and/or tents from the designated area and the Property no later than May 18, 2024, at 3pm. 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 April 5, 2024. The Deposit shall be used to reserve the dates and pay for any damages associated with the terms of this Permit should said damages not be repaired by Permittee. The parties agree that the District can deduct the expense of repairing and/or replacing any property damage, claims and/or any other unpaid sums owed by Permittee under this Agreement from the Deposit with the balance returned to the Permittee within thirty (30) days of the last day of any repairs. Permittee shall forfeit all or a portion of the Deposit if the event is cancelled in accordance with the schedule set forth in Paragraph 4 below. The District shall provide a detailed itemized list of all deductions from the Deposit to the Permittee.

As further consideration for the use of the Property, Permittee shall pay to the District a rental fee of four hundred dollars (**\$441**) (the "Rental Fee") no later than April 5, 2024.

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

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

CHARGES BY PERMITTEE

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

OBLIGATIONS OF DISTRICT

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

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

b. District shall furnish Permittee with electrical and water usage within the capacity of the District's facilities, for the Event from September 14, 2024 only.

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

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

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

OBLIGATIONS OF PERMITTEE

6. Permittee understand and agrees to do the following:

a. Permittee shall attend a pre-event inspection walk-through which will take place on Friday, May 17, 2024, with the District's representatives and the post-event inspection walk-through that will take place on Monday, May 20, 2024 to determine pre and post event facility conditions and damage.

b. Permittee agrees and understands that it shall reimburse the District for the repair of any area of the Property or its surrounding areas which is damaged or diminished in value by or related to operations or activities under this Permit, and shall pay for the District to restore the area, to the condition existing immediately prior to the commencement of the Permittee's operations under this Permit, excepting normal wear and tear of turf areas. District shall provide an itemized list of any such damages or repairs resulting from the event, within five (5) days from the Event's final walk-through on Monday, May 20, 2024. Permittee will have the opportunity to make the necessary repairs outlined by the District in a time frame approved by the District.

c. Permittee shall provide District with a proposed layout for the Event no later than April 5, 2024, for review by the District. Any feedback on the layout for the Event shall be given no later than April 12, 2024. Permittee agrees to make any modifications and/or revisions to the layout for the Event if indicated by the District that such modification and/or revision is necessary for the safety of the public and/or District property. Any modifications to the layout after approval shall be submitted in writing and approved by District. Permittee shall remain responsible for the layout and ensure the safety of participants and/or attendees of the Event, the general public, District employees and property, and District shall not assume any such liability as a result of approving any layout. Permittee shall also provide District with an emergency notification list.

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

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

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

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

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

h. Permittee shall provide, at its own expense, portable restrooms, medical, first aid facilities and personnel, and potable water, as are deemed necessary by the County of Sacramento Environmental Health Department, the Sacramento Metro Fire District, and the District to accommodate the expected number of people. Permittee shall comply with all laws, rules and regulations governing the number and types of facilities, and any and all other rules and regulations required to address the above needs. Permittee shall file Material Data Safety Sheets (MSDS) for all cleaning agents requiring specifications with the District at least one (1) month prior to the event. The plan to accommodate this section shall be submitted to the District for approval no later than Friday, April 5, 2024. Permittee agrees to provide the necessary number of portable restrooms as specified by the County of Sacramento Environmental Management Department. Permittee shall provide for stocking and cleaning of each portable restroom on an hourly basis during the event and pumping of portable restrooms that meets the County of Sacramento Environmental Management Department requirements and any other laws, rules and/or regulations.

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

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

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

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

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

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

INDEMNIFICATION

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

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

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

INSURANCE

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

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

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

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

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

By execution of this Agreement, Permittee certifies as follows:

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

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

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

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

ASSIGNMENT OF AGREEMENT

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

DEFAULT

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

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

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

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

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

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

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

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

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

HAZARDOUS SUBSTANCES

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

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

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

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

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

CANCELLATION BY PERMITTEE

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

INCLEMENT WEATHER POLICY

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

NOTICE

18. Service of Notice.

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

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

Creative Spirit Learning Center
10729 Fair Oaks Blvd.
Orangevale CA 95662

NEGATION OF PARTNERSHIP

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

WAIVER

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

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

**ORANGEVALE RECREATION AND
PARK DISTRICT**

CREATIVE SPIRIT LEARNING CENTER

By _____
Becky Herz, District Administrator

By _____
Aubrey Budelli

STAFF REPORT



DATE: March 21, 2024

TO: Board of Directors

FROM: Jason Bain, Recreation Supervisor

SUBJECT: APPROVAL OF THE AGREEMENT WITH AMERICAN CANCER SOCIETY TO HOST RELAY FOR LIFE OF SACRAMENTO AT THE ORANGEVALE COMMUNITY PARK ON

RECOMMENDATION

Approve the agreement with American Cancer Society – Relay for Life of Sacramento County to host the Relay for Life of Sacramento County fundraising event at the Orangevale Community Park on September 14, 2024.

BACKGROUND

The Relay for Life of Sacramento County is looking to hold the Relay for Life event at the Orangevale Community Park on September 14, 2024, from 12 to 9pm. The Relay for Life brings teams together to walk around a “Track” in solidarity and show that no one walks alone. There will be entertainment, raffles, play games, and a luminary ceremony that helps remember those who lost their battle with cancer. There will be vendors and a craft fair that will engage the community. They hope to have 200 people attend the event and the fee for this event will be \$367.

RECOMMENDED MOTION

I move we approve the agreement with American Cancer Society – Relay for Life of Sacramento County to host the Relay for Life of Sacramento County fundraising event at the Orangevale Community Park on September 14, 2024, and authorize the District Administrator to execute the agreement.



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

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

SPECIAL EVENT RENTAL APPLICATION & AGREEMENT

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

RENTAL CUSTOMER

Name of Applicant: MONIQUE GLOWNIAK
 Address: 1036 ELSWORTH WAY City/State/Zip: FOLSOM, CA 95630
 Phone #: 650-302-8069 Email: Schmo929@comcast.net
 Sponsoring Organization/Company: AMERICAN CANCER SOCIETY - RELAY FOR LIFE OF SACRAMENTO COUNTY
 Authorized Organization Representative: TINA COLEMAN

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

Type of Organization: Non Profit Private Corporation Other _____ If your organization is a non-profit group, please enter non-profit [501 (c) 3] ID #: ID #13-1788491 Organization Web Site: https://secure.acsevents.org/site/TR/RelayForLife/RFLCY24CGH?pg=entry&fr_id=1086

Organization Email: Tina.Coleman@cancer.org Name of Event Organizer (if different from applicant):
 Alternate Contact Name: LISA LYON Phone: 916 718-5933 Email: _____

FACILITY REQUESTED

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

Other Facility: _____

EVENT INFORMATION

Event Name: RELAY FOR LIFE OF SACRAMENTO COUNTY BK up 10/5/2024
 Event Date(s): SEPTEMBER 14TH, 2024 Day(s) of week: M T W Th F Sat Sun Event Time(s): Must include an adequate amount of time for set up and clean up of the facility.

Set up time	Event time	Clean up time
From: <u>7:00</u> <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	From: <u>12:00</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	From: <u>9</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm
To: <u>12:00</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	To: <u>9</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	To: <u>11</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm

Type of Event: Concert Festival Celebration Run/Walk Other CRAFT FAIR
 Purpose of Event: BRING AWARENESS AND FUNDRAISE FOR THE FIGHT AGAINST CANCER
 Overall Estimated Attendance: UP TO 200 ESTIMATED Daily Adults 150 ESTIMATED Children 50 ESTIMATED
 Has this event been produced before? Yes No If yes, previous attendance: 150-200
 If yes, list previous name, date and location of event: SUTTER MIDDLE SCHOOL, FOLSOM CITY LYONS PARK, AND OTHERS

SUPPLEMENTAL SPECIAL USE APPLICATION

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

EVENT NAME: RELAY FOR LIFE OF SACRAMENTO COUNTY

Set-Up – List below the days/dates needed to set up the event.
 Day 1: Day of Week Sat. Date Sept. 14 Start Time 7 AM End Time 12 PM
 Day 2: Day of Week _____ Date _____ Start Time _____ End Time _____

Event Dates – List below the days/dates of the event.
 Day 1: Day of Week Sat. Date Sept 14 Start Time 12 PM End Time 9 pm
 Day 2: Day of Week _____ Date _____ Start Time _____ End Time _____
 Day 3: Day of Week _____ Date _____ Start Time _____ End Time _____
 Day 4: Day of Week _____ Date _____ Start Time _____ End Time _____

Tear-Down Dates – List below the days/dates needed to tear-down the event.
 Day 1: Day of Week Sat Date Sept. 14 Start Time 9 pm End Time 11 pm
 Day 2: Day of Week _____ Date _____ Start Time _____ End Time _____

EVENT SITE PLAN/MAP

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

EVENT ACTIVITY PLAN

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

Entertainment
 Amplified Music – Live Hours – Start 3pm End 6pm
 Amplified Music – Recorded Hours – Start _____ End _____
 Carnival Booths/Rides Hours – Start _____ End _____
 Other D.J. Hours – Start 12 End 9pm

Sporting Activities
 Type _____ Hours – Start _____ End _____
 Type _____ Hours – Start _____ End _____

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

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

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

EVENT INFORMATION cont'd

Description of Event - Provide a detailed description of your event (i.e. list activities, entertainment, and vendors, special equipment and structures, etc. You may attach additional pages or materials as needed.

EVERY YEAR WE TRY TO BRING THE COMMUNITY TOGETHER TO HELP RAISE MONEY AND TO BRING AWARENESS ABOUT ALL THE PROGRAMS AND SERVICES THAT ARE AVAILABLE TO THEM THROUGH THE AMERICAN CANCER SOCIETY. THIS YEAR, WE HOPE MORE THAN 200 PEOPLE WILL COME TOGETHER TO FIGHT BACK AGAINST CANCER THROUGH THE AMERICAN CANCER SOCIETY RELAY FOR LIFE EVENTS. AT RELAY FOR LIFE, WE HAVE A SURVIVORS CEREMONY AND OUR SURVIVORS ARE CELEBRATED ALL THROUGHOUT THE DAY. TEAMS COME TOGETHER TO WALK AROUND A "TRACK" IN SOLIDARITY AND SHOW THAT NO ONE WALKS ALONE. WE HAVE ENTERTAINMENT, RAFFLES, PLAY GAMES, HAVE A LUMINARY CEREMONY THAT HELPS US REMEMBER THOSE WHO LOST THEIR BATTLE WITH CANCER. AND WE END OUR EVENT WITH A PROMISE TO FIGHT BACK UNTIL WE HELP FIND A CURE. WE ALSO INVITE VENDORS TO COME FOR A CRAFT FAIRE THAT WILL HELP BRING MORE OF THE COMMUNITY OUT TO HELP PROMOTE BOTH OUR EVENTS

How does the community of Orangevale benefit from this event? (WE HOPE THAT BRINGING OUR RELAY FOR LIFE EVENT TO ORANGEVALE, THIS WILL HELP SHARE THE KNOWLEDGE, TO THOSE IN ORANGEVALE AND SURROUNDING AREAS, OF ALL THE BENEFITS THAT ACS HAS FOR THOSE TOUCHED BY CANCER. AND SHOW EVERYONE THAT THEY ARE NOT ALONE. WE ALL COME TOGETHER FOR THE PURPOSE OF FIGHTING CANCER AND HOPEFULLY, HELP FUND THE CURE!

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

public, please give name, phone number and website for public event information:

RelayForLife.org/Sacramentoca - 1800-227-2345
monique Glowniak - 650-302-8069.

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

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

Please list the type (i.e., admission, food charge) and amount of charge: FOOD, MISC. ITEMS, RAFFLES, DONATIONS

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

Will food be served at the event? Yes No

If yes, and you are using a caterer, please list caterer's name and phone # SNACK BAR TYPE ITEMS

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

If yes, please list the timeframe alcohol will be served _____

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

If yes, please list POP-UPS, TABLES, CHAIRS, POSSIBLE STAGE, GENERATOR

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

SUPPLEMENTAL SPECIAL USE APPLICATION - Cont'd

ALCOHOL MANAGEMENT PLAN

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

PARKING & TRAFFIC MANAGEMENT PLAN

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

SANITATION, WASTE & UTILITY PLAN

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

STAFFING PLAN

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

EMERGENCY AND SAFETY PLAN

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

EVENT MARKETING PLAN

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

NOTIFICATION PLAN

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

RECEIPT OF DISTRICT REQUIREMENTS AND FACILITY USE AGREEMENT

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

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

MG INDEMNIFICATION:

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

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

MG INSURANCE REQUIREMENTS:

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

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

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

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

MG COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS:

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

MG FORCE MAJEURE:

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

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

APPLICANT PRINTED NAME: Monique Glowniak

APPLICANT SIGNATURE: Monique A. Glowniak

DATE: 2/14/2024

District Use Only

PERMIT #: _____

REVIEWED/APPROVED BY OVPARKS REPRESENTATIVE: _____

DATE: _____

PERMIT AGREEMENT

This Agreement is made and entered into this 21th day of March 2024, by and between Orangevale Recreation and Park District, a recreation and park district formed pursuant to California Public Resources Code Section 5780, et seq., a political subdivision of the State of California located in Sacramento County, hereinafter referred to as the "District", and Monique Glowniak of the American Cancer Society – Relay for Life of Sacramento County", hereinafter referred to as the "Permittee".

RECITALS

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

WHEREAS, Permittee desires to use the Property for the Relay for Life Event, community special event for the public on September 14, 2024.

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

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

SCOPE OF PERMIT AND USE OF PROPERTY

1. District agrees to grant Permittee the non-exclusive right to use the Property for Relay for Life of Sacramento County, September 14, 2024 (the "Event") for attendance by the general public. Permittee shall also have exclusive use of the areas of the Property outlined in the Application for Use of Facilities (the "Application"), a copy of which is to be completed and attached hereto as Exhibit A and incorporated herein by this reference. Permittee shall have the right to impose reasonable rules and regulations to be observed by the general public to ensure the safety of the participants at said Event. Permittee agrees to comply with all District rules, regulations, and policies with respect to the use of the Property. Permittee is authorized to begin Event setup on Saturday, September 14, 2024, at 7am and is required to complete Event take-down and cleanup by Saturday September 14, 2024, at 11pm. Permittee is required to coordinate all activities with the District. Permittee agrees that the security deposit will be forfeited if Permittee fails to complete all cleanup of the Property by Saturday, September 14, 2024, at 11pm

Permittee shall cause the removal of any camper, truck, trailer and/or tents from the designated area and the Property no later than September 14, 2024, at 11pm. Under no circumstances shall Permittee and/or Permittee's exhibitors, concessionaires and/or officials have an open fire (wood fire, bonfire, campfire) on District property unless specifically authorized by the District in writing. In the event an open fire is made, Permittee shall cause the person and/or persons responsible to leave the Property immediately. Permittee shall assume responsibility for any and all injuries and/or damages which occurs and/or arises from the activities authorized under this Paragraph. District shall not assume any liability to Permittee, and/or any other person as a

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

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

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

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

NATURE OF THE INTEREST GRANTED

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

FEES

3. In consideration for the use of the Property as provided for herein, Permittee shall pay to the District a security deposit of five hundred dollars (**\$500.00**) (the "Deposit") no later than June 21, 2024. The Deposit shall be used to reserve the dates and pay for any damages associated with the terms of this Permit should said damages not be repaired by Permittee. The parties agree that the District can deduct the expense of repairing and/or replacing any property damage, claims and/or any other unpaid sums owed by Permittee under this Agreement from the Deposit with the balance returned to the Permittee within thirty (30) days of the last day of any repairs. Permittee shall forfeit all or a portion of the Deposit if the event is cancelled in accordance with the schedule set forth in Paragraph 4 below. The District shall provide a detailed itemized list of all deductions from the Deposit to the Permittee.

As further consideration for the use of the Property, Permittee shall pay to the District a rental fee of three hundred sixty seven dollars (\$367) (the "Rental Fee") no later than June 21, 2024.

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

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

CHARGES BY PERMITTEE

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

OBLIGATIONS OF DISTRICT

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

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

b. District shall furnish Permittee with electrical and water usage within the capacity of the District's facilities, for the Event from September 14, 2024 only.

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

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

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

OBLIGATIONS OF PERMITTEE

6. Permittee understand and agrees to do the following:

a. Permittee shall attend a pre-event inspection walk-through which will take place on Friday, September 13, 2024, with the District's representatives and the post-event inspection walk-through that will take place on Monday, September 16, 2024 to determine pre and post event facility conditions and damage.

b. Permittee agrees and understands that it shall reimburse the District for the repair of any area of the Property or its surrounding areas which is damaged or diminished in value by or related to operations or activities under this Permit, and shall pay for the District to restore the area, to the condition existing immediately prior to the commencement of the Permittee's operations under this Permit, excepting normal wear and tear of turf areas. District shall provide an itemized list of any such damages or repairs resulting from the event, within five (5) days from the Event's final walk-through on Monday, September 16, 2024. Permittee will have the opportunity to make the necessary repairs outlined by the District in a time frame approved by the District.

c. Permittee shall provide District with a proposed layout for the Event no later than June 21, 2024, for review by the District. Any feedback on the layout for the Event shall be given no later than June 26, 2024. Permittee agrees to make any modifications and/or revisions to the layout for the Event if indicated by the District that such modification and/or revision is necessary for the safety of the public and/or District property. Any modifications to the layout after approval shall be submitted in writing and approved by District. Permittee shall remain responsible for the layout and ensure the safety of participants and/or attendees of the Event, the general public, District employees and property, and District shall not assume any such liability as a result of approving any layout. Permittee shall also provide District with an emergency notification list.

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

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

f. Permittee shall be responsible for providing adequate security for property, vehicles, participants, workers, and equipment, which are participating in the Event during the

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

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

h. Permittee shall provide, at its own expense, portable restrooms, medical, first aid facilities and personnel, and potable water, as are deemed necessary by the County of Sacramento Environmental Health Department, the Sacramento Metro Fire District, and the District to accommodate the expected number of people. Permittee shall comply with all laws, rules and regulations governing the number and types of facilities, and any and all other rules and regulations required to address the above needs. Permittee shall file Material Data Safety Sheets (MSDS) for all cleaning agents requiring specifications with the District at least one (1) month prior to the event. The plan to accommodate this section shall be submitted to the District for approval no later than Friday, June 21, 2024. Permittee agrees to provide the necessary number of portable restrooms as specified by the County of Sacramento Environmental Management Department. Permittee shall provide for stocking and cleaning of each portable restroom on an hourly basis during the event and pumping of portable restrooms that meets the County of Sacramento Environmental Management Department requirements and any other laws, rules and/or regulations.

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

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

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

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

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

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

INDEMNIFICATION

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

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

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

INSURANCE

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

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

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

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

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

By execution of this Agreement, Permittee certifies as follows:

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

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

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

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

ASSIGNMENT OF AGREEMENT

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

DEFAULT

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

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

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

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

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

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

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

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

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

HAZARDOUS SUBSTANCES

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

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

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

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

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

CANCELLATION BY PERMITTEE

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

INCLEMENT WEATHER POLICY

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

NOTICE

18. Service of Notice.

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

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

American Cancer Society – Relay for Life of Sacramento County
Monique Glowniak
1036 Elsworth Way
Folsom, CA 95630

NEGATION OF PARTNERSHIP

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

WAIVER

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

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

**ORANGEVALE RECREATION AND
PARK DISTRICT**

**AMERICAN CANCER SOCIETY -
RELAY FOR LIFE OF SACRAMENTO
COUNTY**

By _____
Becky Herz, District Administrator

By _____
Monique Glowniak

STAFF REPORT



DATE: March 21, 2024

TO: Board of Directors

FROM: Jason Bain, Recreation Supervisor

SUBJECT: APPROVAL OF THE AGREEMENT WITH COMMON KETTLE, LLC TO HOLD THE ORANGEVALE FARMERS MARKET AT THE ORANGEVALE COMMUNIT CENTER PARK ON DESIGNATED THURSDAYS IN 2024

RECOMMENDATION

Approve the agreement with Common Kettle, LLC to hold the Orangevale Farmers Market at Orangevale Community Center Park on designated Thursdays in 2024.

BACKGROUND

Common Kettle, LLC began holding the Orangevale Farmers market at the Orangevale Community Park in 2021 after several years having the market in the Dairy Queen parking lot. If approved the opening day for 2024 would be May 2 and the final day would be October 31. The Market is held in the lawn area to the north of the Community Center Building. Common Kettle has been informed of likely construction near the event site during 2024. The rental fee for the market is \$62 per market.

RECOMMENDED MOTION

I move we approve the agreement with Common Kettle, LLC to hold the Orangevale Farmers Market at Orangevale Community Center Park on designated Thursdays in 2024 and authorize the District Administrator to execute the agreement.

RECEIVED
FEB 28 2024



Orangevale Recreation & Park District

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

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

SPECIAL EVENT RENTAL APPLICATION & AGREEMENT

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

RENTAL CUSTOMER

Name of Applicant: Common Kettle LLC - Margaretha Brunner
 Address: 6825 Walnut Ave City/State/Zip: Orangevale CA 95662
 Phone #: 916-215-7713 Email: commonkettle@gmail.com
 Sponsoring Organization/Company: Common Kettle LLC
 Authorized Organization Representative: Margaretha Brunner

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

Type of Organization: Non Profit Private Corporation Other _____

If your organization is a non-profit group, please enter non-profit [501 (c) 3] ID #: _____
 Organization Web Site: www.Supportyourfarmersmarket.com Organization Email: commonkettle@gmail.com

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

Alternate Contact Name: _____ Phone: _____ Email: _____

FACILITY REQUESTED

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

Other Facility: _____

EVENT INFORMATION

Event Name: Orangevale Farmers' Market

Event Date(s): May 2nd - Oct 31st Day(s) of week: M T W Th F Sat Sun

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

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

Type of Event: Concert Festival Celebration Run/Walk Other Farmers Market

Purpose of Event: Community

Overall Estimated Attendance: 300 Daily 200 Adults 100 Children _____

Has this event been produced before? Yes No If yes, previous attendance: _____
 If yes, list previous name, date and location of event: Orangevale Farmers Market
May - Oct

Rev. 02/21

EVENT INFORMATION cont'd

Description of Event - Provide a detailed description of your event (i.e. list activities, entertainment, and vendors, special equipment and structures, etc. You may attach additional pages or materials as needed.

Farmer's Market
Food vendors, food trucks craft vendors
concert Beer and wine garden
Special event days petting zoo craft
for kids, bounce house.

How does the community of Orangevale benefit from this event?

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

If public, please give name, phone number and website for public event information: _____

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

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

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

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

Will food be served at the event? Yes No

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

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

If yes, please list the time alcohol will be served 5-8 pm

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

If yes, please list standing tables

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

INSURANCE REQUIREMENTS

The District requires all facility users to provide a Certificate of Insurance in the amount of \$1,000,000 in liability coverage, with the Orangevale Recreation and Park District named as additionally insured. You may provide your own insurance or purchase special event insurance through the District. The Horse Arena insurance requirement is \$2,000,000.

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

SUPPLEMENTAL SPECIAL USE APPLICATION - Cont'd

ALCOHOL MANAGEMENT PLAN

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

PARKING & TRAFFIC MANAGEMENT PLAN

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

SANITATION, WASTE & UTILITY PLAN

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

STAFFING PLAN

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

EMERGENCY AND SAFETY PLAN

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

EVENT MARKETING PLAN

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

NOTIFICATION PLAN

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

RECEIPT OF DISTRICT REQUIREMENTS AND FACILITY USE AGREEMENT

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

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

MB INDEMNIFICATION:

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

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

MB INSURANCE REQUIREMENTS:

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

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

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

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

MB COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS:

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

MB FORCE MAJEURE:

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

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

APPLICANT PRINTED NAME: _____
APPLICANT SIGNATURE: Margarita Brunner DATE: 2/28/24

District Use Only
REVIEWED/APPROVED BY OVPARKS REPRESENTATIVE: _____ DATE: _____
BOOKING #: _____

**AGREEMENT TO HOST FARMERS MARKET
AT ORANGEVALE COMMUNITY CENTER PARK
2024**

THIS AGREEMENT is made and entered into as of this 21th day of March 2024, 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 2 – October 31, 2024 from approximately 3pm – 8pm; 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 2, 2024, and shall end on October 31, 2024. 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: Barry Ross

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: _____
Becky Herz, District Administrator

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:
 - o **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.

- **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

- 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 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: \$62.00 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: March 21, 2024

TO: Board of Directors

FROM: Jason Bain, Recreation Supervisor

SUBJECT: APPROVAL OF THE AGREEMENT WITH ORANGEVALE CHAMBER OF COMMERCE TO HOST A BEER & WINE GARDEN AT THE ORANGEVALE COMMUNIT CENTER PARK ON DESIGNATED THURSDAYS IN 2024

RECOMMENDATION

Approve the agreement with the Orangevale Chamber of Commerce to host a Beer & Wine Garden at Orangevale Community Center Park on designated Thursdays in 2024.

BACKGROUND

The Orangevale Chamber of Commerce is looking to hold a Beer & Wine Garden on Thursdays from 5-8pm. The first date of this rental would be May 2 and the final day would be October 31. Common Kettle, LLC (Orangevale Farmers Market) is in support of this agreement. As they have in the past two years the renters would work in cooperation with each other and the District regarding the location of the Beer & Wine Garden. The chamber of Commerce would be responsible for securing and abiding by the ABC permit, including providing onsite security, and having a designated area for the alcohol. The Chamber of Commerce has been informed of likely construction near the event site during 2024. The Rental fee for the Beer & Wine Garden is \$75 per market evening.

RECOMMENDED MOTION

I move we approve the agreement with Orangevale Chamber of Commerce to host a Beer & wine Garden at Orangevale Community Center Park on designated Thursdays in 2024 and authorize the District Administrator to execute the agreement.



Orangevale Recreation & Park District

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

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

SPECIAL EVENT RENTAL APPLICATION & AGREEMENT

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

RENTAL CUSTOMER

Name of Applicant: Orangevale Chamber of Commerce
 Address: 8897 Greenback Ln. City/State/Zip: Orangevale CA 95662
 Phone #: 916-988-0175 Email: info@orangevalechamber.com
 Sponsoring Organization/Company: O.V. Farmers Market Bands & Brews
 Authorized Organization Representative: Sean Palmer

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

Type of Organization: Non Profit Private Corporation Other _____

If your organization is a non-profit group, please enter non-profit [501 (c) 3] ID #: 308639

Organization Web Site: orangevalechamber.com Organization Email: info@orangevalechamber.com

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

Alternate Contact Name: Anthony Garcia Phone: 916-316-9424 Email: agarcia@fivestarbank.com

FACILITY REQUESTED

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

Other Facility: _____

EVENT INFORMATION

Event Name: O.V. Farmers Market Bands & Brews

Event Date(s): May 2, 24 - Oct. 31, 2024 Day(s) of week: M T W Th F Sat Sun

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

Set up time		Event time		Clean up time	
From: 4:00	<input type="checkbox"/> am <input checked="" type="checkbox"/> pm	From: 5:00	<input type="checkbox"/> am <input checked="" type="checkbox"/> pm	From: 8:00	<input type="checkbox"/> am <input checked="" type="checkbox"/> pm
To: 5:00	<input type="checkbox"/> am <input checked="" type="checkbox"/> pm	To: 8:00	<input type="checkbox"/> am <input checked="" type="checkbox"/> pm	To: 9:00	<input type="checkbox"/> am <input checked="" type="checkbox"/> pm

Type of Event: Concert Festival Celebration Run/Walk Other Farmers Market

Purpose of Event: Community Gathering

Overall Estimated Attendance: 6,000 Daily 200 Adults 150 Children 50

Has this event been produced before? Yes No If yes, previous attendance: 150 per week

If yes, list previous name, date and location of event: O.V. Farmers Market Bands & Brews
May 4, 23 - Nov. 2, 23

EVENT INFORMATION cont'd

Description of Event - Provide a detailed description of your event (i.e. list activities, entertainment, and vendors, special equipment and structures, etc. You may attach additional pages or materials as needed. live bands, various

arts & craft vendors, Fruit & vegetables, Foodtrucks & vendors & Beer & wine sales.

Two shade tents, portable fencing

How does the community of Orangevale benefit from this event? This is a great location & venue that brings the community together each week for half of the year. Many new relationships are made & strengthened at this event.

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

If public, please give name, phone number and website for public event information: 916-215-7713
orangvalefarmersmarket.com

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

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

Please list the type (i.e., admission, food charge) and amount of charge: Food Beer & wine prices vary

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

Will food be served at the event? Yes No

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

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

If yes, please list the time alcohol will be served 5pm - 8pm

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

If yes, please list Tables, pop up shade tents, portable fencing

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

INSURANCE REQUIREMENTS

The District requires all facility users to provide a Certificate of Insurance in the amount of \$1,000,000 in liability coverage, with the Orangevale Recreation and Park District named as additionally insured. You may provide your own insurance or purchase special event insurance through the District. The Horse Arena insurance requirement is \$2,000,000.

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

SUPPLEMENTAL SPECIAL USE APPLICATION

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

EVENT NAME: Orangevale Farmers Market bands & brews * See Event Information Section

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

Day 1: Day of Week _____	Date _____	Start Time _____	End Time _____
Day 2: Day of Week _____	Date _____	Start Time _____	End Time _____

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

Day 1: Day of Week _____	Date _____	Start Time _____	End Time _____
Day 2: Day of Week _____	Date _____	Start Time _____	End Time _____
Day 3: Day of Week _____	Date _____	Start Time _____	End Time _____
Day 4: Day of Week _____	Date _____	Start Time _____	End Time _____

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

Day 1: Day of Week _____	Date _____	Start Time _____	End Time _____
Day 2: Day of Week _____	Date _____	Start Time _____	End Time _____

EVENT SITE PLAN/MAP

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

EVENT ACTIVITY PLAN

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

Entertainment

<input checked="" type="checkbox"/> Amplified Music – Live	Hours – Start <u>5pm</u> End <u>8pm</u>
<input type="checkbox"/> Amplified Music – Recorded	Hours – Start _____ End _____
<input type="checkbox"/> Carnival Booths/Rides	Hours – Start _____ End _____
<input type="checkbox"/> Other _____	Hours – Start _____ End _____

Sporting Activities

<input type="checkbox"/> Type _____	Hours – Start _____ End _____
<input type="checkbox"/> Type _____	Hours – Start _____ End _____

Vendors

Food & Non Alcoholic Beverages.....County of Sacramento Environmental Health permit

Merchandise.....Must follow local & state laws

Alcoholic Beverages.....Requires ABC & District permit and security

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

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

SUPPLEMENTAL SPECIAL USE APPLICATION - Cont'd

ALCOHOL MANAGEMENT PLAN

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

PARKING & TRAFFIC MANAGEMENT PLAN

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

SANITATION, WASTE & UTILITY PLAN

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

STAFFING PLAN

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

EMERGENCY AND SAFETY PLAN

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

EVENT MARKETING PLAN

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

NOTIFICATION PLAN

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

RECEIPT OF DISTRICT REQUIREMENTS AND FACILITY USE AGREEMENT

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

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

SP **INDEMNIFICATION:**

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

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

SP **INSURANCE REQUIREMENTS:**

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

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

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

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

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

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

SP **FORCE MAJEURE:**

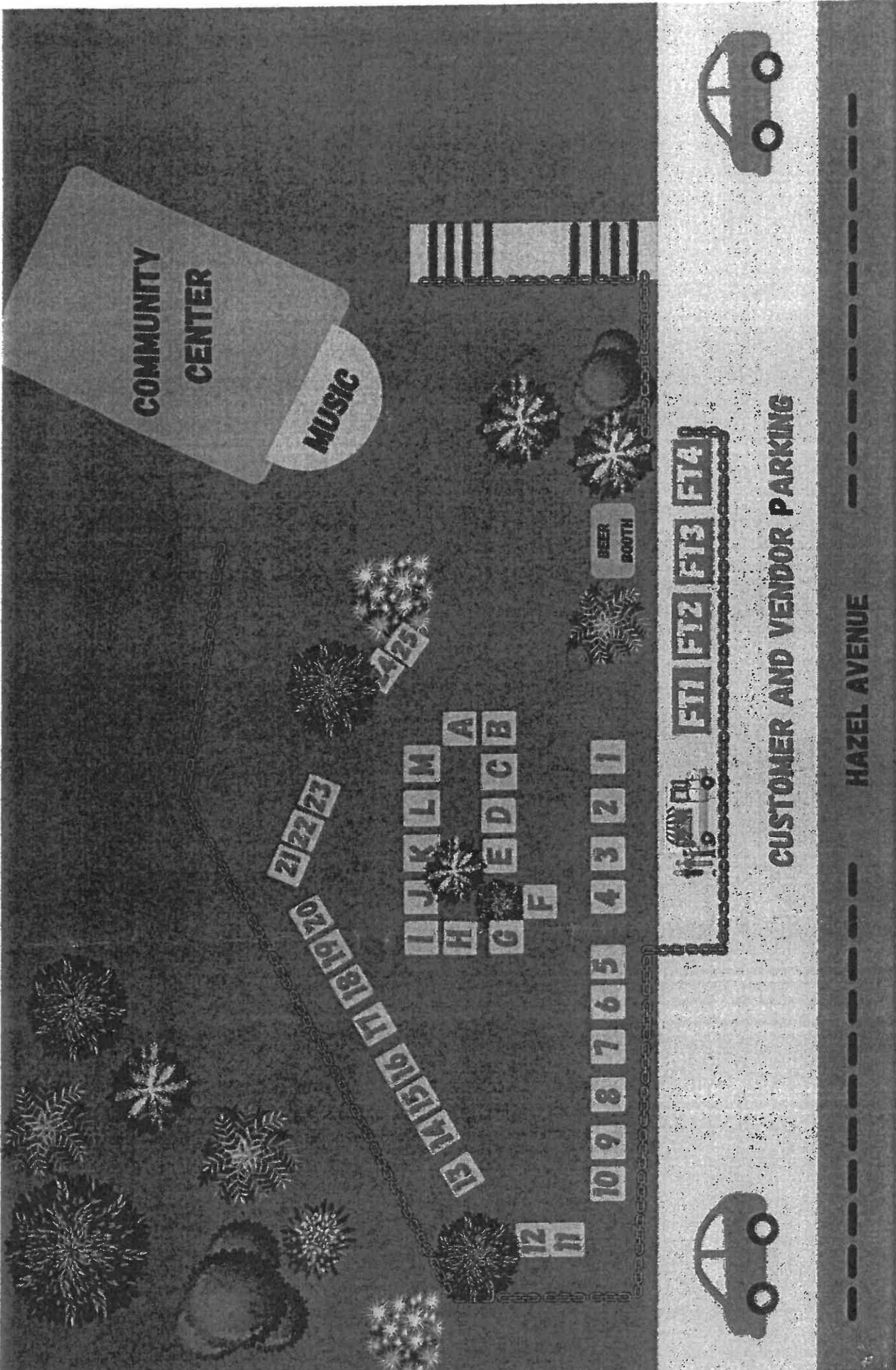
Notwithstanding anything to the contrary contained in this agreement, the District shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force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

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

APPLICANT PRINTED NAME: Sean Palmer

APPLICANT SIGNATURE: [Signature] DATE: 3/7/24

District Use Only
REVIEWED/APPROVED BY OVPARKS REPRESENTATIVE: _____ DATE: _____
BOOKING #: _____



**AGREEMENT TO A BEER & WINE GARDEN
AT ORANGEVALE COMMUNITY CENTER PARK
2024**

THIS AGREEMENT is made and entered into as of this 21th day of March 2024, 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 ORANGEVALE CHAMBER OF COMMERCE, 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 rental relationship to provide a Beer & Wine Garden at our park for legal and responsible adults to enjoy during the Thursday evening Farmers Market activities; and

WHEREAS, the DISTRICT desires to enter into agreement with RENTER to host a Beer & Wine Garden at Orangevale Community Center Park on Thursdays, May 2–October 31, 2024 from approximately 5pm – 8pm; 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 2, 2024 and shall end on October 31, 2024. 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: Barry Ross

TO RENTER

ORANGEVALE CHAMBER OF
COMMERCE
8897 Greenback Lane
Orangevale, CA 95662
Attn: Sean Palmer

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, public gatherings, and the sale and service of alcoholic beverages.

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 evening rental. 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 rental 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 Beer & Wine Garden 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

Orangevale Chamber of Commerce

By: _____
Becky Herz, District Administrator

By: _____
Sean Palmer

Date: _____

Date: _____

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**EXHIBIT A to Agreement
between the ORANGEVALE RECREATION AND PARK DISTRICT,
hereinafter referred to as "DISTRICT",
and ORANGEVALE CHAMBER OF COMMERCE
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 Beer & Wine Garden on Thursdays from 5:00 pm to approximately 8:00 pm. Fees will be charged for alcoholic beverages.
- B. The RENTER is granted a revocable permit by the DISTRICT to use the property as specified herein. This permit does not create a property interest in RENTER and may be revoked at any time by DISTRICT with or without prior notice.
- C. 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.
- D. Cancellation of a Beer & Wine Garden 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 Beer & Wine Garden 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 Beer & Wine Garden in accordance with local, county and/or state health and safety regulations.
- B. RENTER shall provide a detailed Beer & Wine Garden Work Plan that includes:
- An Alcohol Management Plan including operational guidelines/rules for the Beer & Wine Garden (sales plan, method of serving, who will serve, how ID's are checked) as indicated in the Rental Application.
 - An Emergency and Safety Plan as indicated in Rental Application. This includes Security Guards provided by the RENTER that meet the standards required in the ABC permit.
 - RENTER location and an anticipated circulation pattern.
 - Trash and recycling plan. Trash disposal and clean-up must be provided by the RENTER.
 - Staffing Plan that includes a Manager onsite whenever alcohol is present.
 - Temporary 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.
 - Copy of ABC License/Permit
 - Certificate of Insurance (see Exhibit B)
- F. DISTRICT shall provide the following in support of the Beer & Wine Garden:
- Approved use of the property each Thursday from approximately 3:00 pm until 8:00 pm
 - Provide indoor restroom facilities for RENTER and customers, and maintenance of the restroom facilities
 - Access to parking for RENTER and patrons on rental dates.
 - Waste services in support of the Beer & Wine Garden as needed and mutually agreed to by both parties
 - Ongoing Park maintenance.

*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

Exhibit A

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. RESERVED

VI. PERSONNEL

RENTER shall provide the organization, staffing and management of weekly Beer & Wine Garden. 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: Sean Palmer, Executive Director
* info@orangevalechamber.com

**EXHIBIT B to Agreement
between the ORANGEVALE RECREATION AND PARK DISTRICT,
hereinafter referred to as "DISTRICT",
and ORANGEVALE CHAMBER OF COMMERCE
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, public gatherings, and the sale and service of alcoholic beverages.
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 ORANGEVALE CHAMBER OF COMMERCE
hereinafter referred to as "RENTER"

BUDGET REQUIREMENTS

I. FEE SCHEDULE PAYMENT TO DISTRICT

The Total Minimum Payment Amount under this Agreement is:

- \$75.00 per rental date; 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 Beer & Wine Garden. 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 Beer & Wine Garden will be allowed to continue.

II. RESERVED

III. WORK NOT IN SCOPE OF SERVICES

If either party (RENTER or DISTRICT) requests work to be performed that the other party believes is outside of the original scope of work covered by this Agreement, they shall immediately notify the other party in writing. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until both parties approve such request in writing and authorize an amendment to the Agreement 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