

**ORANGEVALE RECREATION & PARK DISTRICT
BOARD OF DIRECTORS MEETING
THURSDAY, FEBRUARY 15, 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 January 18, 2024 (pg. 1-11)
 - b. Approval of minutes of the Special Meeting on February 1, 2024 (pg. 12-13)
7. **CORRESPONDENCE**
 - a. Orangevale View January 12, 2024 (pg. 14)
 - b. Orangevale View January 26, 2024 (pg. 15)
8. **CONSENT CALENDAR: Reading/Opportunity to Pull Items for Discussion/Board Action**

Consent items are considered routine and are intended to be acted upon in one motion, without discussion. During this portion of the meeting, the Consent Calendar will be read aloud. Prior to approval, the Chairperson will give the Board, staff, and public the opportunity to pull any item for discussion. The remaining Calendar will be acted upon. Any pulled items will then be heard and acted upon individually.
- 8.1 **CONSENT MATTERS GENERAL FUND**
 - a. Ratification of Claims for 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**
 - a. None

10. STANDING COMMITTEE REPORTS

- a. Administration & Finance – This committee met on Feb 1. See the meeting recap. (pg. 28-29)
- b. Maintenance & Operation – No Report
- c. Recreation Committee – No Report
- d. Personnel & Policy – No Report
- e. Government – No Report
- f. Planning Committee – Meeting schedule for February 29.
- g. Trails Committee – No Report
- h. Ad Hoc – No Report

11. ADMINISTRATOR’S REPORT

- a. Monthly Activity Report – January 2024 (pg. 30-36)

12. UNFINISHED BUSINESS

- a. Surplus vehicles update (verbal)
- b. Disc Golf Hole #1 update (verbal)

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)
- 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)
- 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)
- d. Approval the District guideline to conduce a salary survey for all full-time employees every two years, starting with 2025 (pg 73)
- e. Discussion and consideration of a Financial Review of Final 9 (verbal)
- f. Discussion of Equestrian/Multi-Purpose Trail (verbal)
- g. Driveway/Trail Project Update (verbal)
- h. Arcade Cripple Creek Trail Project Update (verbal)
- i. Youth Center Park Concrete Project Update (verbal)
- j. Bond Update (verbal)
- k. Update on other projects (verbal)

14. DIRECTOR’S AND STAFF’S COMMENTS

15. ITEMS FOR NEXT AGENDA

- a. Big Day of Service update

16. ADJOURNMENT

NOTICE:

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

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

Directors can be reached at: director@ovparks.com

Sharon Brunberg

Manie Meraz

Lisa Montes

Arica Presinal

Mike Stickney

ORANGEVALE RECREATION & PARK DISTRICT

Minutes of Meeting of Board of Directors January 18, 2024

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on January 18, 2024 at the District Office. Director Stickney called the meeting to order at 6:32 p.m.

Directors present: Stickney, Meraz, Montes, Presinal
Directors absent: Brunberg (arrived 6:33 pm)
Staff present: Barry Ross, District Administrator
Jennifer Von Aesch, Finance/HR Superintendent
Horacio Oropeza, Park Superintendent
Melyssa Woodford, Admin. Services Supervisor

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was conducted.
4. **APPROVAL OF AGENDA**
MOTION #1 On a motion by Director Montes, seconded by Director Meraz, the agenda was approved by a vote of 5-0-0 with Directors Stickney, Presinal, Brunberg, Meraz, and Montes voting Aye. There were no Nays or Abstentions.
5. **PUBLIC DISCUSSION** Matt Duarte, Executive Director of the California Association for Park and Recreation Indemnity (CAPRI) and the California Association of Recreation & Park Districts (CARPD) presented, on behalf of the CARPD Board of Directors, the CARPD Resolution of Recognition and Appreciation of Service to OVparks District Administrator Barry Ross.
6. **MINUTES**
MOTION #2 a) Approval of Minutes of December 14, 2023 (pg. 1-9): On a motion by Director Presinal seconded by Director Brunberg, the minutes were approved by a vote of 4-0-1 with Directors Stickney, Meraz, Brunberg, and Presinal voting Aye. There were no Nays. Director Montes abstained.
7. **CORRESPONDENCE**
 - a) Ads in the December 1 & 15 issues of the Orangevale View to promote upcoming programs (pg. 10-11)
 - b) An article in the December 15 issue of the Orangevale View about the Orangevale Community Tree Lighting event (pg. 12)
 - c) An article in the December 15 issue of the Orangevale View about the Orangevale Procession of Lights and the many community highlights in 2023, several of which involved OVparks (pg. 13)

- d) An announcement in the December 15 issue of the Orangevale View about the passing of Alice Amantea, a longtime valued member of the community and a past Director of the OVParks Board of Directors (pg. 14): Admin Ross mentioned the announcement for Alice Amantea was very well done. Director Montes advised that Alice will be honored at the Best of Orangevale event as a hometown hero.
8. **CONSENT CALENDAR**
MOTION #4
- a) On a motion by Director Brunberg, seconded by Director Meraz, the consent calendar was approved by a vote of 5-0-0 with Directors Stickney, Presinal, Brunberg, Meraz and Montes, voting Aye. There were no Nays or Abstentions.
- 8.1. **CONSENT MATTERS GENERAL FUND**
- a) Ratification of Claims for December 2023 (pg. 15-16)
b) Budget Status Report for December 2023(pg. 17-19)
c) Revenue Report for December 2023 (pg. 20)
- 8.2. **OLLAD CONSENT MATTERS**
- a) Ratification of Claims for December 2023 (pg. 21-22)
b) Budget Status Report for December 2023 (pg. 23-24)
- 8.3. **KENNETH GROVE CONSENT MATTERS**
- a) Ratification of Claims for December 2023 (pg. 25)
b) Budget Status Report for December 2023 (pg. 26)
9. **NON-CONSENT MATTERS GENERAL FUND**
MOTION #5
- a) Ratification of Claims for December 2023 (pg. 27)
On a motion by Director Brunberg, seconded by Director Meraz, the Non-Consent Ratification of Claims for December 2023 was approved by a vote of 4-0-1 with Directors Stickney, Meraz, Brunberg, and Presinal voting Aye. There were no Nays. Director Montes abstained.
10. **STANDING COMMITTEE REPORTS**
- a) Administration and Finance: No report. A meeting will be held at 4:30pm on Thursday, February 1, 2024.
b) Maintenance and Operation: No report.
c) Recreation Committee: No report.
d) Personnel & Policy: No report.
e) Government: No report.
f) Planning Committee: No report.
g) Trails Committee: Trails Committee: No report.
h) Ad Hoc: No report.

11. ADMINISTRATOR'S REPORT

a) Monthly Activity Report – December 2023 (pg. 28-39):
Admin Ross advised that although December is typically a slow month for recreation and rental revenue, this December's revenue exceeded expectations. Approximately 1,100 attended the OVparks Community Tree Lighting event.

Park Supt. Oropeza appreciated Easy Stumps for their sponsorship in donating a truck to facilitate the decorating of the tree for the OVparks Community Tree Lighting event as well as the removal of the lights after the event. Park Maintenance has removed homeless encampments at Sundance Park and Orangevale Community Park.

12. UNFINISHED BUSINESS

None discussed.

13. NEW BUSINESS

a) Approval of the Orangevale Recreation & Park District Fiscal Audit 2022/23 (pg. 40-71)
Auditor Larry Bain presented the results of the Orangevale Recreation & Park District Fiscal Audit for 2022/23. Board members requested clarification on the District's SCERS contribution. The Board of Directors has discussed the possibility of having an audit conducted for the Final 9 pro-shop to address some discrepancies noticed. Larry will create an audit agreement proposal to review. This topic will be discussed further in the next Finance Committee Meeting.

MOTION #3

On a motion by Director Montes, seconded by Director Brunberg, the Orangevale Recreation & Park District Fiscal Audit 2022/23 was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Presinal, & Montes voting Aye. There were no Nays or Abstentions.

b) Presentation: Jon Isom from Isom Advisors, and Jeff Land from Brandis Tallman/Oppenheimer, will present General Obligation Bonds as a funding option for the District (pg. 72-92):
Jon Isom, from Isom Advisors, a fiduciary entity, presented feasibility of options available to the District. Jeff Land with Brandis Tallman/Oppenheimer provided information regarding access to investors and funding information. Options presented include a Special Tax, an Assessment, a Certificate of Participation or Lease, or a General Obligation Bond. GO Bonds, which require a passage rate of 2/3rds vote, are considered the highest caliber of credit in the market providing the benefit of the lowest interest rates. An oversight committee is recommended, but not required. John Isom recommended another community survey be conducted which will cost approximately \$12,500-\$15,000. In addition, a reassessment of the Master Plan should be conducted to remove or add items and prioritize projects. The Board of Directors requested to call a Special BOD Meeting to vote on this

topic and the potential approval of a contract on February 1, 2024 at 6:00pm.

- c) Board Committee assignments for 2024 (pg. 93-94):
 Board committees are up for reassignment each calendar year. At the December 14, 2023, Board of Directors meeting, committee assignments for 2024 were discussed briefly with the intention of finalizing assignments at the January 18th BOD meeting. Director Presinal suggested everyone keep their same committee assignments for one more year. Administrator Ross contacted the Directors to learn if anyone wished to change committees. The table shows the same committee assignments as 2023, but with the Chairperson and the Vice Chairperson switched in all except the Planning Committee. Director Stickney will step down from the Government Committee and Director Brunberg will assume the role of Vice Chairperson of that committee. The table below reflects the committee assignments for calendar year 2024.

Committee	Chairperson	Vice Chairperson
Admin/Finance	Sharon Brunberg	Mike Stickney
Government	Lisa Montes	Sharon Brunberg
Maintenance/Operations	Manie Meraz	Arica Presinal
Personnel/Policies	Manie Meraz	Lisa Montes
Planning	Mike Stickney	Manie Meraz
Recreation	Mike Stickney	Lisa Montes
Trails	Sharon Brunberg	Arica Presinal

- d) Discussion about future improvements with the Maintenance Shop building and grounds (pg. 95-96):
 The Planning Committee met on November 1, 2023, with a focus on Youth Center Park and the Maintenance Shop facility and grounds. Due to recent incidents of theft and vehicle tampering, there is interest in having District vehicles parked within a locked and secured area. There has also been an increase in illegal dumping in parks, and some of the larger debris is brought back to the shop area until staff can properly dispose of it. This has led to unsightly piles of debris on the south border of the parking lot.

Improvement Plans: This meeting is an opportunity to begin discussing ideas to make better use of the space for securing vehicles and for improved work areas for staff. The goal is to improve function, efficiency, security, and aesthetics. Staff will be tasked with formulating needs, ideas, and designs for improvements. Once the Board and staff have settled on draft plans, the Board of Directors can decide if the District should contract with an architect to make the final plans and acquire cost estimates. This will be recommended as a line item on the Master Plan to be added in the revision.

- e) Progress recap of our Capital Improvement Projects within this Fiscal Year 2023/24 (pg. 97-99): Admin Ross advised that the Swimming Pool Project is complete. New flooring in the pool restroom and kitchen area, Kidz Korner roof replacement, boulders & fencing at the Arcade Cripple Creek Trail, have also been completed. Commitments have been made to complete the Community Center roof replacement, pool slide restoration, driveway/trail project, Youth Center Park concrete and ADA work. Remaining projects will be completed as necessary, and as funding allows. Some projects may be good candidates to include in a GO Bond if acquired.
- f) Swimming Pool Project Timeline and Update (pg. 100): This project was completed and handed over to OVparks on Dec. 18th. Park Supt Oropeza and Rec Supervisor Bain are researching a new pool vacuum to purchase for approximately \$10,000 in the 2024/25 fiscal year to improve efficiency in cleaning the pool.
- g) Driveway/Trail Project Timeline and Update (pg. 101): The County received our payment for the Drainage Fees on Friday, January 12th. The County is securing the final signatures for the plans and will be sending them to Peter Larimer. They expect that to occur by January 23rd. We will then be ready to work with Gordian and the pre-bid process to find a contractor within our budget. The start of construction for the driveway project is projected for March or April 2024. The California State Parks informed Admin Ross that this project has been granted an extension of at least one year.
- h) Arcade Cripple Creek Trail Project Update (verbal): Admin Ross advised that Park Maintenance staff has had to address an increase in graffiti along the trail along the 7-Eleven corridor. OVparks is responsible for graffiti removal which is not on the trail, i.e. fencing and trashcans.

Full Trail Items Remaining:

- Striping the trail and painted information and delineation lines on the paved trail.
- Installing signage along the trail.
- Installing the removable bollards at the entrances.
- Turning on the new stop lights at the Fair Oaks Blvd. crosswalk.
- Installing and activating the flashing beacons at other crosswalks.
- Planting trees with the Sacramento Tree Foundation as part of the tree mitigation plan for the project.
- Finalize the MOU for trail security and maintenance with the City of Citrus Heights and the Sunrise Recreation & Park District.

i) Update on other projects (verbal):

Flooring Project at Pool Building and Community Center Kitchen:

- Work began on December 18, and concluded on January 3rd. OVparks staff is replacing areas of sheetrock in the pool restrooms. Once finished, the contractor will return to install the baseboard and finish some punch-list items.

Concrete Replacement Project at Youth Center Ballfield Bleachers:

- Work is expected to begin the week of February 5th if the weather cooperates.

Community Center Roofing Project:

- The agreement has been completed and signed.
- Supplies have been ordered to secure 2023 pricing.
- The contractor has submitted most of the required documents.
- The project is expected to begin as early as March. The exact schedule will need to be coordinated with the contractor and OVparks staff to minimize the impact on programming and rentals.

Pool Slide Restoration:

- The agreement will be ready this month.
- The work is expected to take place in mid-April.

j) OVparks accomplishments in 2023 (verbal)

Admin Ross presented the following chronological summary of the District Accomplishments in 2023.

	<u>Month</u>	<u>Accomplishment</u>
1	January	Directors Presinal, Brunberg, and Meraz were sworn in as elected officials following a successful election in November 2022.
2	January	The District received a clean audit for Fiscal Year 2021-22.
3	Jan-Mar	We weathered the big storms of the winter, suffering over 25 downed trees, four damaged fences, a damaged parking lot, flooding at Shady Oaks and Norma Hamlin, soil erosion, and plenty of debris to clean.
4	Jan-Dec	We participated in many community meetings and events: Rotary, Community Council, OV Business Watch, Best of Orangevale, Summer Palooza, Orangevale Community Open House, Kiwanis, Red/White/Blue Parade, and Procession of Lights.

5	February	OVparks was awarded two <i>Best of Orangevale</i> honors
6	February	We updated the District's Personnel Policies & Procedures Manual. This was reviewed by legal counsel and includes policies that were updated to current language and laws.
7	February	The failing pool pump was replaced with a new energy efficient pump.
8	February	We implemented the 9/80 work schedule option for identified staff positions.
9	Feb - July	Successfully completed a 5-year lease agreement with the Orangevale History Project so they can open the Orangevale History Museum in the Cottage building. The museum opened on July 15, 2023. Staff prepared the building and the grounds for the OHP to move in.
10	Feb-Dec	We conducted several successful District special events for the community: Rummage Sales, Craft Fairs, Creek Cleanup, Best Friends Bash, Tropical Escapes, Carving Memories, Summer Open House, Hot Dog Hoedown, Family Fright Night, and Holiday Tree Lighting.
11	March	We converted the District website to a new and improved platform.
12	March	A new fence was installed at Streng Park as part of the District's improvement contributions to the Arcade Cripple Creek Trail.
13	April	Staff conducted a very successful Summer Open House event to attract early registration for several popular summer programs.
14	May	We worked with Big Day of Service to complete the following projects: added 25 yards of bark (OCCP), constructed one set of bleachers and three picnic tables (OCCP), planted 25 trees (OCCP, Shady Oaks, Youth Center, Pecan), added DG to dog park (Pecan), renovated butterfly garden (Pecan), replaced park sign (Pecan), added nearly 1,000 feet of irrigation line (Shady Oaks), curb appeal with rocks and planters (Shady Oaks), planted 45 plants around the Community Center.
15	May	We coordinated with the Orangevale History Project for the installation of a historical informational sign at Community Park.
16	May	The Board and staff identified Capital Projects to be budgeted for FY 23/24:

		Community Center roof; Kidz Korner roof; replace HVAC units; parking lot repair; Youth Center Park concrete repair; Community Park concrete repair; shade structure at Community Center outdoor stage; pool building flooring; Almond Park tennis court repair.
17	May-Oct	We facilitated the Orangevale Farmers Market and the Chamber's beer and wine garden, making the outdoor stage area at Community Center Park a true community gathering place on Thursday nights.
18	June	Several damaged sections of concrete pathway were repaired at Community Park along with large sections of the Pavilion stage and dance floor area.
19	June	The District installed two memorial benches at the Shady Oaks Disc Golf Course. The benches were donated by Judy and Steve Long in honor of their son Jeffrey Long.
20	June	We celebrated the District's 40 th Anniversary event at Summer Palooza.
21	July	We generated the most revenue through Recreation programs in the District's history.
22	July	We received the Ted Winslow CAPRI Safety Award in 2023, which signifies the highest rating possible following our annual safety audit.
23	July	We completed a salary survey that helped increase the salaries of most full-time staff.
24	July	Full-time staff received a 4% COLA for the new fiscal year in effort to keep up with inflation.
25	July-Dec	In collaboration with Shady Oaks Disc Golf Club, the District identified and prioritized improvement projects within the course. Completed projects in 2023 included the relocation of pin placements on holes #2 and #14, installation of a new retaining wall and irrigation at the practice basket area, and the pruning and removal of some hazardous trees on the course.
26	August	We Applied to the County for \$200,000 in COVID-19 relief funding. The ARPA funding came from the federal government and was sent to counties. The County of Sacramento had an application process for special districts to help them strategically allocate the funds. Our application was accepted for funding, which we received in August.

27	September	The Board of Directors approved that the District honor Juneteenth as a recognized paid holiday beginning in 2024.
28	October	The District hosted a very successful Aging Well Symposium & Wellness Fair.
29	November	The Board of Directors approved contractors for three important capital improvements to occur in the spring of 2024: 1. Replace the metal roof of the Community Center building; 2. Replace the concrete pads under the bleachers at the Youth Center baseball field; 3. Gel-coating and painting the slide at the swimming pool.
30	December	Our goal is for all fulltime staff to receive a performance evaluation once per year. 2023 was the first time in many years that this was accomplished.
31	December	The District successfully worked with contractors and the County to complete the pool renovation project, which involved the first extensive improvements to the pool since it was constructed in 1997-98.
32	December	The District successfully worked with contractors to replace the roof on the Kidz Korner Preschool building.
33	December	The District successfully worked with contractors to install boulder fencing to replace wooden bollards at Sundance Park, Strenge Park, the Woodmore Oaks property near the 7-Eleven, and near the Final 9 store at Shady Oaks Disc Golf Course.
34	December	The District successfully worked with the City of Citrus Heights, Sunrise Recreation & Park District, and contractors to nearly complete the Arcade Cripple Creek Trail project.
35	December	The District successfully worked with contractors to replace the floors in the Pool Building and in the Community Center Kitchen.
36	December	Following interviews in November, the District has named Becky Herz to be the new District Administrator for OVparks beginning January 22, 2024.

14. DIRECTOR AND STAFF COMMENTS

Park Supt. Oropeza advised of continued mowing throughout the parks as weather permits. He thanked Admin Ross for his leadership and guidance during his tenure at OVparks. Many items have been accomplished by Admin Ross to assist the community and the District.

Finance/HR Supt. Von Aesch was congratulated by the BOD for a favorable 2023 audit report from the auditor, Larry Bain. She is anticipating summer employee new hire paperwork to be coming in April and May timeframe.

Supervisor Woodford inquired if the Board of Directors had received their postcard mailer announcing the availability of the Winter/Spring Activity Guide. Many of the Orangevale residents have voiced they have not received them. The community participation in the current programming is noticeably reduced. Additional marketing will be needed to offset the discontinuation of mailing the Activity Guide hard copy to residents.

Director Meraz thanked staff for all that was accomplished in 2023.

Director Stickney expressed appreciation to the staff for doing a good job.

Director Montes encouraged everyone to vote for the 2023 Best of Orangevale. The awards dinner will be held at the Orangevale Community Center on Friday, February 2, 2024. Admin Ross had suggested a new category of Community Facility Improvements to recognize those who partner with the park district. She appreciated Admin Ross for making a big impact at the District.

Director Presinal congratulated Admin Ross for the CARPD Resolution of Recognition and Appreciation of Service award he received.

Director Brunberg appreciated the 2023 Accomplishments report with corresponding visuals.

15. ITEMS FOR NEXT AGENDA

- a) Approval of Resolutions directing the preparation of the Engineer's Reports for OLLAD and Kenneth Grove Landscaping and Lighting Assessment Districts
- b) Approval of the agreement with Final 9 to hold their annual St. Patrick's Disc Golf Tournament at the Shady Oaks course at Orangevale Community Park on March 8-10 & 15-17, 2024

16. CLOSED SESSION

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

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

MOTION #6

- a) The Board came out of closed session.

On a motion by Director Stickney, seconded by Director Brunberg, out of consideration for the additional duties involved in training the new District Administrator, the Board directed the District Administrator to temporarily increase the salary of the Finance/HR Superintendent by 5% over the course of two years. This is to begin with the pay period starting January 21, 2024, and ending at the conclusion of the 52nd consecutive pay period on January 17, 2026. If this employee is to receive any other pay increases or cost of living adjustments during this defined period, those increases will be based upon the percentage of her current salary as of January 18, 2024, and not upon this temporary increase, was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Presinal, & Montes voting Aye. There were no Nays or Abstentions.

18. ADJOURNMENT

MOTION #7

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 8:52 p.m. On a motion by Director Brunberg, seconded by Director Montes, the adjournment was approved by a vote of 5-0-0 with Directors Stickney, Presinal, Brunberg, Meraz, and Montes, voting Aye. There were no Nays or Abstentions.

Mike Stickney, Chairperson

ORANGEVALE RECREATION & PARK DISTRICT

Minutes of Special Meeting of Board of Directors February 1, 2024

A Special Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on February 1, 2024 at the District Office. Director Stickney called the meeting to order at 6:03 p.m.

Directors present: Stickney, Meraz, Brunberg, Montes,
Directors absent: Presinal
Staff present: Becky Herz, District Administrator
Barry Ross, District Administrator
Jennifer Von Aesch, Finance/HR Superintendent

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was not conducted.
4. **APPROVAL OF AGENDA** On a motion by Director Brunberg, seconded by Director Meraz, the agenda was approved by a vote of 4-0-0 with Directors Stickney, Brunberg, Meraz, and Montes voting Aye. There were no Nays or Abstentions. Director Presinal was absent.
MOTION #1
5. **PUBLIC DISCUSSION** No one wished to address the Board during public discussion.
6. **NEW BUSINESS**
 - a) Approval to enter into an agreement with Isom Advisors to conduct a voter survey to assess the viability of a General Obligation Bond for additional District funding (pg. 1-16).

The Board of Directors and staff for the District have been researching options to address unfunded capital improvements and facility needs. Most amenities and deferred maintenance items highlighted in the individual park masterplans designed in 2018 have yet to be addressed due to lack of funding.

At the January 18, 2024, Board of Directors meeting, Jon Isom and Jeff Land presented “Park and Recreation Facilities Funding Options and Analysis” to better educate and facilitate discussion on funding opportunities. The option of a General Obligation Bond was most closely aligned with the needs of the District. Due to a truncated timeline, the Board is meeting tonight, February 1, 2024, to consider entering into an agreement to explore the viability of a General Obligation Bond through a voter survey process to be conducted by Isom Advisors. A draft contract, provided by Isom Advisors, is provided which outlines the process of conducting the survey. The contract initially only

obligates the District to spend up to \$15,000 from the General Fund on the survey. However, this contract commits the District to utilize the services of Isom Advisors throughout the multiple steps of the bond measure, if pursued. The anticipated \$40,000-\$50,000 expense to pursue the bond measure will be budgeted if the survey results are favorable. At each phase of the contract, OVparks reserves the right to not move forward with the bond measure. A meeting has been scheduled with Attorney David McMurchie, contingent on the BOD approval to move forward with the contract, for attorney review of the contract prior to signing. The BOD can approve Admin Herz to enter into the contract after attorney review and approval and return back to the BOD with the results of the survey to decide if moving forward to the next phase. If the survey is conducted and is favorable, the bond would be placed on the ballot for the November 2024 election.

MOTION #2

On a motion by Director Montes, seconded by Director Stickney, entering into the agreement, following attorney review, with Isom Advisors to conduct a voter survey to assess the viability of a General Obligation Bond for additional District funding was approved by a vote of 3-1-0 with Directors Stickney, Meraz, and Montes voting Aye. Director Brunberg voted Nay. There were no Abstentions. Director Presinal was absent.

- b) Schedule a Planning Committee Meeting
Committee to review the Capital Improvement Projects planned for the bond if pursued.

7. **DIRECTOR AND STAFF COMMENTS**

None provided

8. **ITEMS FOR NEXT AGENDA**

None discussed

9. **ADJOURNMENT**

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 6:16 p.m. On a motion by Director Brunberg, seconded by Director Montes, the adjournment was approved by a vote of 4-0-0 with Directors Stickney, Brunberg, Meraz, and Montes, voting Aye. There were no Nays or Abstentions.

MOTION #3

Mike Stickney, Chairperson

**Check out the new 2024
OVparks Winter/Spring
Activity Guide here!**



Pee Wee Basketball
Grades: K-2nd
M 1/22-2/12
5:00-6:00pm
Fee: \$63 / \$66 NR

SoccerTots
Ages: 3-5 and 6-12
M 1/22-2/26
Ages 3-5: 3:30-4:15pm
Ages 6-12: 4:20-5:20pm
Fee: \$102 / \$105 NR




**New! Together
'We Play**
Ages: 2-5 (with adult participation)
F 2/2 9:30-11:00am
Fee: \$18 / \$21 NR

Zumbini
Ages: 2 months --4 years
W 2/7-2/28 10:00-10:45pm
Fee: \$43 / \$46 NR

**NEW! NAofA Homeschool Fitness
through Fundamentals**
Grades 1st-5th
M/Th 1/29-3/21 or Tu/F 1/30-3/22
Grades 1st-2nd: 10:00-10:50am
Grades 3rd-5th: 11:00-11:50am
Fee: \$147 / \$150 NR

Tennis Clinic
Ages: 7-12
W 1/24-2/21 4:25-5:25pm
Fee: \$102 / \$105 NR



**Middle School Girls
Basketball**
Grades: 6th-8th
Practices start the week
of 2/5
Fee: \$155

Pickleball 101
Ages: 18+
Tu 2/14-3/7 8:00-9:15am
W 2/15-3/8 6:00-7:15pm
Fee: \$73 / \$76 NR



Chen Tai-Chi Chuan
Ages: 17+
Tu/Th 2/1-2/29 7:00-8:00pm
Fee: \$53 / \$56 NR



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6826 Hazel Ave, Orangevale
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OVparks Best Friends Bash 2024

OVparks would like to invite our active adult community to our annual Best Friends Bash on Friday, February 9th. We will have snacks, beverages, games, prizes, and special Valentines handmade by the children in our Kidz Korner Preschool. To register contact the OVparks District Office by phone at 916-988-4373, stop by our office, or enroll online at OVparks.com. Register before it fills. If you register by January 26th, you will receive an extra door prize ticket for our drawing. See you soon!

ORANGEVALE VIEW

ANNOUNCEMENT

OVparks New District Administrator

The Orangevale Recreation & Park District is happy to welcome Becky Herz as the new District Administrator. She will begin employment with the District on January 22, 2024. Becky brings with her a passion for community involvement and over 30 years of experience in the field of parks and recreation. She comes to Orangevale from Elk Grove, where she worked as an Administrative Manager for the Cosumnes Community Services District. Becky is also serving her second term as a Commissioner for Sacramento County Regional Parks and plans to continue in that role. Becky was born in New Jersey, grew up in Missouri, and has lived in Wisconsin, Arizona, and New York. She holds a bachelor's degree from the University of Wisconsin - Madison. Becky's experience includes aquatics, youth services, teens, events, sports, seniors, facilities, park operations, and administration. Her expertise includes staff development, innovative community programming, responsible fiscal oversight, promoting DEI, and cultivating collaboration. Becky has served on local and state boards for the California Parks and Recreation Society and was honored by her peers with Professional Merit awards in aquatics and general services in 2018 and 2020, respectively. She has published articles in several professional journals and has presented educational sessions on parks and recreation at local, state, national, and international venues. Becky enjoys paddleboarding, outdoor adventures, travel, and art. She lives in Sacramento with 2 teenagers, 2 dogs, 2 bunnies, and 1 husband.



OVparks and the Orangevale community is looking forward to Becky's leadership as the District embarks on many exciting projects including the completion of the Arcade Cripple Creek Trail, the re-opening of the Orangevale Community Pool after renovation, and the Prop 68 improvements at Community Center Park.

Current District Administrator Barry Ross will be retiring in early February after leading the District for the past 3 years.

SHARE YOUR COMMUNITY SPOTLIGHT WITH THE VIEW!
Send article & photos and stories to editor@ovview.com.

CONTINUED FROM FRONT PAGE -Garret King to develop good character. "Public speaking and communication are the two huge things that FFA pushes. Being the president of Casa FFA has taught me how to manage a team, and how to understand people's feelings," King stated. "My freshman year there's no way that I would have been able to do public speaking, but through FFA, now I can stand up in a crowd and talk about agriculture." You can help support Casa Roble FFA at their annual fundraiser spaghetti feed dinner and raffle scheduled on March 18th. "The goal is to get as much support for the kids that take their animals to the fair, but it does benefit FFA in general. The whole purpose is to show the community what the kids are doing and how much they are invested. And this is how you can support them," King stated. To purchase tickets, sponsorships or get more information, go to <https://all-events.ticketspice.com/casaffa2024> or visit the www.orangevalegrange.org under events.

ORANGEVALE VIEW JANUARY

Join OVparks for our Fun Winter Programs!

Activity Guide Here!



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



SoccerTots

Ages: 5-8 and 9-12
M 3/4-4/8
Ages 5-8: 3:30-4:15pm
Ages 9-12: 4:20-5:20pm
Fee: \$102 / \$105 NR

New! Together We Play

Ages: 2-5 (with adult participation)
F 2/16 9:30-11:00am
Fee: \$18 / \$21 NR



Basic Horsemanship

Ages: 8-15 years
F 3/8-3/29 4:00-5:15pm
Fee: \$192 / \$195 NR



Kids Cooking Series:

Small Plates

Ages: 6+
F 2/16 4:00-5:30pm
Fee: \$38 / \$41 NR

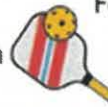


Social Dancing

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

Pickleball Clinic

Ages: 6-12
W 3/6-4/3 3:30-4:20pm
Fee: \$102 / \$105 NR



Best Friends Bash

Ages: 50+
Friday, February 9th
10:30am - 12:00pm
Come by yourself or bring your friends! Join us for a fun filled morning with pastries, coffee, refreshments, good conversation and games like Valentine Bingo!
Register online at ovparks.com



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JANUARY 26, 2024

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GENERAL FUND EXPENDITURES
FOR THE MONTH ENDING
JANUARY 31, 2024

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1907138624	20202100	US BANK NATIONAL ASSOCIAT	BOKS/PERIODICAL SERVICES	130.99
1907138624	20203800	US BANK NATIONAL ASSOCIAT	EMPLOYEE RECOGNITION	578.59
1907137524	20203900	SUSAN MYREN	EMPLOYEE TRANSPORTATION	68.12
1907137523	20203900	JENNIFER VON AESCH	EMPLOYEE TRANSPORTATION	41.44
1907138932	20203900	BARRY ROSS	EMPLOYEE TRANSPORTATION	44.08
				153.64
1907138931	20206100	ROTARY CLUB OF ORANGEVALE	MEMBERSHIP DUES	180.00
1907149323	20206100	KIWANIS CLUB OF ORANGEVAL	MEMBERSHIP DUES	175.00
				355.00
1907137496	20207600	BURKETTS OFFICE SUPLLIES	OFFICE SUPPLIES	176.44
1907138624	20207600	US BANK NATIONAL ASSOCIAT	OFFICE SUPPLIES	105.35
1907138624	20207600	US BANK NATIONAL ASSOCIAT	TAX ACCRUAL	0.01
				281.80
1907137522	20208100	JENNIFER VON AESCH	POSTAL SERVICES	300.00
1907134065	20219700	T-MOBILE USA INC	TELEPHONE SERVICES	269.78
1907137476	20219700	AT&T	TELEPHONE SERVICES	27.19
1907138933	20219700	COMCAST	TELEPHONE SERVICES	688.50
1907140228	20219700	AT&T	TELEPHONE SERVICES	25.28
1907149288	20219700	T-MOBILE USA INC	TELEPHONE SERVICES	91.35
1907149293	20219700	COMCAST	TELEPHONE SERVICES	639.62
				1,741.72
1907149314	20226200	JJR ENTERPRISES INC	OFFICE EQUIPMENT MAINTENANCE S	126.38
1907149310	20231400	BLACK DOG GRAPHICS INC	CLOTHING/PERSONAL SUPPLIES	350.90
1907149312	20231400	BLACK DOG GRAPHICS INC	CLOTHING/PERSONAL SUPPLIES	164.63
				515.53
1907134079	20250500	LARRY BAIN	ACCOUNTING SERVICES	6,281.60
111119049	20250700	SACRAMENTO COUNTY	SB 2557 1ST INST ORANGEVALE PARI	783.23
111119048	20250700	SACRAMENTO COUNTY	SB 2557 1ST INST ORANGEVALE PARI	8,684.01
				9,467.24
1907137518	20259100	STREAMLINE SOFTWARE INC	OTHER PROFESSIONAL SERVICES	200.00
1907138624	20259100	US BANK NATIONAL ASSOCIAT	OTHER PROFESSIONAL SERVICES	-430.00
				-230.00
1907140237	20259101	N3X MSP INC	IT SERVICES	1,128.00
1907140237	20281202	N3X MSP INC	SOFTWARE	498.00
1907134081	20285100	GREATER SACRAMENTO INVEST	RECREATIONAL SERVICES	741.00
1907134082	20285100	RENEE FABIANO	RECREATIONAL SERVICES	100.00
1907137517	20285100	ALLGOOD DRIVING SCHOOL	RECREATIONAL SERVICES	24.65
1907137513	20285100	ADRIAAN JANSEN VAN VUUREN	RECREATIONAL SERVICES	1,617.20
1907137516	20285100	ALISON LLOYD	RECREATIONAL SERVICES	376.20
1907137519	20285100	STEVEN MIRANDA	RECREATIONAL SERVICES	1,102.40
1907138906	20285100	HANDSTANDS INC	RECREATIONAL SERVICES	294.00
1907138905	20285100	CORDOVA RECREATION & PARK	RECREATIONAL SERVICES	1,049.75
1907149319	20285100	GAIL KENNEY	RECREATIONAL SERVICES	432.60
1907149324	20285100	JOHN WALTON	RECREATIONAL SERVICES	4,766.43
				10,504.23

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

Account Number	Expenditure Account	Budgeted 2023/2024	Current Expenditures	Expenditures to Date	Funds Available	% Left
1000	SALARIES & EMPLOYEE BENEFITS					
10111000	Salaries & Wages, Regular	1,012,000.00	75,362.00	557,440.57	454,559.43	45%
10112100	Salaries & Wages, Extra Help	405,000.00	7,407.33	255,666.33	149,333.67	37%
10112400	Salaries, Board members	12,000.00	400.00	5,100.00	6,900.00	58%
10121000	Retirement	324,000.00	23,638.12	175,269.51	148,730.49	46%
10122000	Social Security	107,500.00	6,293.87	62,170.25	45,329.75	42%
10123000	Group Insurance	265,500.00	22,546.78	141,748.84	123,751.16	47%
10124000	Worker's Comp. Ins	49,300.00		39,393.50	9,906.50	20%
10125000	Unemployment Insurance	8,000.00	1,628.66	4,936.61	3,063.39	38%
10128000	Health Care/Retirees	0.00		-	0.00	
	<i>SUB-TOTAL</i>	2,183,300.00	137,276.76	1,241,725.61	941,574.39	43%
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	2,200.00		56.77	2,143.23	97%
20202100	Books/Periodicals/Subscrip	3,000.00	130.99	1,010.94	1,989.06	66%
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	578.59	1,532.80	767.20	33%
20203802	Recognition Items	500.00		-	500.00	100%
20203803	Recognition Events	500.00		-	500.00	100%
20203900	Employee Transportation	2,800.00	153.64	1,084.99	1,715.01	61%
20205100	Liability Insurance	136,100.00		116,213.67	19,886.33	15%
20205500	Rental Insurance	0.00		-	0.00	
20206100	Membership Dues	14,600.00	355.00	12,828.30	1,771.70	12%
20207600	Office Supplies	6,200.00	281.80	3,254.16	2,945.84	48%
20207602	Signs	500.00		-	500.00	100%
20207603	Keys	300.00		-	300.00	100%
20208100	Postal Services	7,500.00	300.00	1,810.00	5,690.00	76%
20208102	Stamps	1,600.00		1,322.79	277.21	17%
20208500	Printing Services	26,000.00		8,828.45	17,171.55	66%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20210400	Agricultural/Horticultural Supply	500.00		-	500.00	100%
20211200	Building Maint. Supplies	500.00		-	500.00	100%
20212200	Chemicals	500.00		-	500.00	100%
20213100	Electrical Maint. Service	400.00		-	400.00	100%
20213200	Electrical Maint. Supplies	500.00		-	500.00	100%
20214100	Land Improv. Maint. Services	500.00		-	500.00	100%
20214200	Land Improv. Maint. Supplies	500.00		-	500.00	100%
20215100	Mechanical System Maint. Ser	500.00		-	500.00	100%
20215200	Mechanical System Maint. Sup	500.00		-	500.00	100%
20216200	Painting Supplies	500.00		-	500.00	100%
20216700	Plumbing Maint. Service	400.00		-	400.00	100%
20216800	Plumbing Maint. Supplies	500.00		-	500.00	100%

Account Number	Expenditure Account	Budgeted 2023/2024	Current Expenditures	Expenditures to Date	Funds Available	% Left
20218100	Irrigation Services	500.00		-	500.00	100%
20218200	Irrigation Supplies	500.00		-	500.00	100%
20218500	Permit Charges	1,500.00		-	1,500.00	100%
20219100	Electricity	500.00		-	500.00	100%
20219200	Natural Gas / LPG/ Fuel Oil	500.00		-	500.00	100%
20219300	Refuse Collection / Disposal Service	500.00		-	500.00	100%
20219500	Sewage Disposal Service	500.00		-	500.00	100%
20219700	Telephone Service	15,500.00	1,741.72	10,530.64	4,969.36	32%
20219800	Water	1,000.00		-	1,000.00	100%
20219900	Telephone System Maint.	500.00		-	500.00	100%
20220500	Automotive Maint. Service	500.00		-	500.00	100%
20220600	Automotive Maint. Supplies	500.00		-	500.00	100%
20221200	Construction Equip Maint Sup	500.00		-	500.00	100%
20222600	Expendable Tools	500.00		-	500.00	100%
20223600	Fuel & Lubricants	500.00		-	500.00	100%
20226100	Office Equip Maint Service	500.00		-	500.00	100%
20226200	Office Equip Maint Supplies	3,000.00	126.38	1,044.91	1,955.09	65%
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	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		(130.00)	530.00	133%
20250500	Accounting Services	7,000.00	6,281.60	6,281.60	718.40	10%
20250700	Assessment/Collection Service	19,500.00	9,467.24	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		1,273.00	2,727.00	68%
20259100	Other Professional Services	22,400.00	(230.00)	7,799.00	14,601.00	65%
20259101	Computer Consultants	14,500.00	1,128.00	7,896.00	6,604.00	46%
20281201	PC Hardware	6,000.00		334.08	5,665.92	94%
20281202	PC Software	6,000.00	498.00	3,486.00	2,514.00	42%
20281203	PC Supplies	2,000.00		-	2,000.00	100%
20281900	Elections	0.00		-	0.00	
20285100	Recreational Services	204,500.00	10,504.23	98,891.04	105,608.96	52%
20285200	Recreational Supplies	37,000.00	3,433.09	19,027.86	17,972.14	49%
20289800	Other Operating Exp - Supplies	2,000.00		3,155.08	(1,155.08)	-58%
20289900	Other Operating Exp - Services	2,000.00		-	2,000.00	100%
20291100	System Development Services	3,300.00		2,191.66	1,108.34	34%
20296200	GS Parking Charges	200.00	5.25	36.75	163.25	82%
	SUB-TOTAL	603,200.00	35,271.06	321,506.52	281,693.48	47%
3000	OTHER CHARGES					
30321000	Interest Expense	27,730.00	13,698.75	27,722.50	7.50	0%
30322000	Bond/Loan Redemption	44,200.00	20,756.50	42,245.70	1,954.30	4%
30345000	Taxes/Licenses/Assess Trans	1,600.00		-	1,600.00	100%
	SUB-TOTAL	73,530.00	34,455.25	69,968.20	3,561.80	5%

Account Number	Expenditure Account	Budgeted 2023/2024	Current Expenditures	Expenditures to Date	Funds Available	% Left
4000	FIXED ASSETS					
41410100	Land	0.00		-	0.00	
42420200	Struc. & Improvements	1,152,000.00	279,564.00	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	279,564.00	585,484.19	596,515.81	50%
5000	INTERFUND CHARGES					
50557100	Fingerprinting Service	2,500.00	192.00	1,056.00	1,444.00	58%
	SUB-TOTAL	2,500.00	192.00	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	486,759.07	2,219,740.52	2,024,789.48	48%

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
REVENUE STATEMENT
FISCAL YEAR 2023/2024
JANUARY 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	915,833.19	776,966.81	54.10%
91910200	Prop. Taxes - Current Unsecured	55,800	59,921.29	59,921.29	-4,121.29	107.39%
91910300	Supplemental Taxes Current	44,000	14,632.53	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	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	385.11	514.89	42.79%
91914000	Penalty Costs - Prop. Tax	500	146.53	146.53	353.47	29.31%
91919900	Taxes - Other	-		0.00	0.00	
	SUB-TOTAL TAXES 9100	1,822,340	1,000,439.74	1,018,267.15	804,072.85	55.88%
94941000	Interest Income	14,500	14,307.00	14,307.00	193.00	98.67%
94942900	Building Rental Other	130,000	12,614.22	75,362.91	54,637.09	57.97%
94943900	Cell Tower Leases	47,000	3,958.17	27,707.19	19,292.81	58.95%
94944800	Rec.Concessions Final 9	21,000	1,304.03	9,265.51	11,734.49	44.12%
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	6,064.56	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 Di	-		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	48,221.82	209,931.74	375,068.26	35.89%
96969700	Security Services	1,000		17.41	982.59	1.74%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	2,300	150.00	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%
	SUB-TOTAL OTHER MISC. INCOME	1,440,470	86,619.80	659,571.93	780,898.07	45.79%
	TOTAL BUDGET AMOUNT	3,262,810	1,087,059.54	1,677,839.08	1,584,970.92	51.42%

OLLAD EXPENDITURES
FOR THE MONTH ENDING
JANUARY 31, 2024

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1907138624	20203500	US BANK NATIONAL ASSOCIAT	EDUCATION/TRAINING SERVICES	160.00
1907138624	20203800	US BANK NATIONAL ASSOCIAT	EMPLOYEE RECOGNITION	10.00
1907140395	20210300	EASYSTUMPS TREE SERVICES	AGRICULTURAL/HORTICULTURAL SERVICE	1,450.00
1907149299	20210300	NORTHERN CALIFORNIA INALL	AGRICULTURAL/HORTICULTURAL SERVICE	262.50
				1,712.50
1907138624	20210400	US BANK NATIONAL ASSOCIAT	AGRICULTURAL/HORTICULTURAL SUPPLI	65.42
1907138624	20211200	US BANK NATIONAL ASSOCIAT	BUILDING MAINTENANCE SUPPLIES/MATE	551.22
1907138624	20211200	US BANK NATIONAL ASSOCIAT	TAX ACCRUAL	0.03
1907149286	20211200	LOWES BUSINESS ACCOUNT	BUILDING MAINTENANCE SUPPLIES/MATE	720.71
1907149266	20211200	AMERICAN RIVER ACE HARDWA	BUILDING MAINTENANCE SUPPLIES/MATE	46.25
				1,318.21
1907139096	20212200	AQUA SOURCE INC	CHEMICAL SUPPLIES	325.55
1907149300	20212200	SCP DISTRIBUTORS LLC	CHEMICAL SUPPLIES	236.66
				562.21
1907134060	20214200	LOWES BUSINESS ACCOUNT	LAND IMPROVEMENT MAINTENANCE SUP	133.99
1907137500	20214200	MIRACLE PLAYSYSTEMS INC	LAND IMPROVEMENT MAINTENANCE SUP	2,743.72
1907137503	20214200	NELSONS BUILDING MAINTENA	LAND IMPROVEMENT MAINTENANCE SUP	1,087.57
1907140235	20214200	ZW USA INC	LAND IMPROVEMENT MAINTENANCE SUP	1,392.13
1907149266	20214200	AMERICAN RIVER ACE HARDWA	LAND IMPROVEMENT MAINTENANCE SUP	7.53
				5,364.94
1907149266	20216200	AMERICAN RIVER ACE HARDWA	PAINTING SUPPLIES	39.86
1907138624	20216700	US BANK NATIONAL ASSOCIAT	PLUMBING MAINTENANCE SERVICES	300.00
1907134076	20218200	GORDON COOK	IRRIGATION SUPPLIES	16.15
1907139095	20218200	SITEONE LANDSCAPE SUPPLY	IRRIGATION SUPPLIES	125.35
				141.50
1907137481	20219100	SMUD	ELECTRICITY	4,539.98
1907138634	20219200	PACIFIC GAS AND ELECTRIC	NATURAL GAS/LPG/FUEL OIL	1,749.86
1907137473	20219300	ALLIED WASTE SERVICES OF	REFUSE COLLECTION/DISPOSAL SERVICE	2,798.71
1300857534	20219300	ORANGEVALE HISTORY PROJECT	REFUSE COLLECTION/DISPOSAL SERVICE	-77.40
				2,721.31
1907134077	20219500	AREA PORTABLE SERVICES IN	SEWAGE DISPOSAL SERVICES	165.48
1907134078	20219500	AREA PORTABLE SERVICES IN	SEWAGE DISPOSAL SERVICES	165.48
1907149290	20219500	COUNTY OF SACRAMENTO	SEWAGE DISPOSAL SERVICES	819.46
1907149301	20219500	AREA PORTABLE SERVICES IN	SEWAGE DISPOSAL SERVICES	171.58
1907149302	20219500	AREA PORTABLE SERVICES IN	SEWAGE DISPOSAL SERVICES	171.58
1300857534	20219500	ORANGEVALE HISTORY PROJECT	SEWAGE DISPOSAL SERVICES	-113.70
1907151802	20219500	COUNTY OF SACRAMENTO	SEWAGE DISPOSAL SERVICES	464.45
1907152018	20219500	COUNTY OF SACRAMENTO	SEWAGE DISPOSAL SERVICES	754.96
				2,599.29
1907138624	20219800	US BANK NATIONAL ASSOCIAT	WATER	45.44
1907149292	20219800	ORANGEVALE WATER COMPANY	WATER	2,228.75
1300857534	20219800	ORANGEVALE HISTORY PROJECT	WATER	-35.18
				2,239.01

OLLAD EXPENDITURES
FOR THE MONTH ENDING
JANUARY 31, 2024

1907138624	20220500	US BANK NATIONAL ASSOCIAT	AUTO MAINTENANCE SERVICES	233.64
1907138842	20220600	GENERAL PARTS DISTRIBUTIO	AUTO MAINTENANCE SUPPLIES	125.97
1907138624	20220600	US BANK NATIONAL ASSOCIAT	AUTO MAINTENANCE SUPPLIES	347.00
				472.97
1907138624	20223600	US BANK NATIONAL ASSOCIAT	FUEL/LUBRICANTS	1,227.18
1907149296	20227500	GUY RENTS INC	RENT/LEASE EQUIPMENT	17.84
1907138845	20228100	TURF STAR INC	SHOP EQUIPMENT MAINTENANCE SERVICE	744.73
1907137507	20228200	GORDON COOK	SHOP EQUIPMENT MAINTENANCE SUPPL	118.51
1907139099	20229100	KENDRICK BOILER WORKS INC	OTHER EQUIPMENT MAINTENANCE SERV	525.00
1907137494	20231400	UNIFIRST CORPORATION	CLOTHING/PERSONAL SUPPLIES	98.40
1907138904	20231400	LUCILLE COLQUHOUN	CLOTHING/PERSONAL SUPPLIES	204.73
1907138624	20231400	US BANK NATIONAL ASSOCIAT	CLOTHING/PERSONAL SUPPLIES	320.00
				623.13
1907137505	20232200	MOMAR INC	CUSTODIAL SUPPLIES	792.11
1907137496	20232200	BURKETT'S OFFICE SUPPLIES	CUSTODIAL SUPPLIES	601.82
1907137494	20232200	UNIFIRST CORPORATION	CUSTODIAL SUPPLIES	140.08
1907139100	20232200	HD SUPPLY FACILITIES MAIN	CUSTODIAL SUPPLIES	1,277.92
1907139106	20232200	STATE INDUSTRIAL PRODUCTS	CUSTODIAL SUPPLIES	808.72
1907149266	20232200	AMERICAN RIVER ACE HARDWA	CUSTODIAL SUPPLIES	48.85
				3,669.50
1907134079	20250500	LARRY BAIN	ACCOUNTING SERVICES	3,452.80
1907137509	20257100	FULTON-EL CAMINO REC & PA	SECURITY SERVICES	1,608.00
1907149294	20257100	S E TECHNOLOGIES INC	SECURITY SERVICES	1,385.00
				2,993.00
1907140231	20259100	NEIGHBORLY PEST MANAGEMEN	OTHER PROFESSIONAL SERVICES	186.00
1907140232	20259100	NEIGHBORLY PEST MANAGEMEN	OTHER PROFESSIONAL SERVICES	95.00
				281.00
1907134066	42420200	D7 ROOFING SERVICES INC	STRUCTURES & IMPROVEMENTS	36,812.50
1907137487	42420200	JUST PERFECT FLOORS LLC	STRUCTURES & IMPROVEMENTS	1,200.00
1907137483	42420200	JUST PERFECT FLOORS LLC	STRUCTURES & IMPROVEMENTS	12,575.00
1907137510	42420200	BURKETT'S POOL PLASTERING	STRUCTURES & IMPROVEMENTS	102,425.00
1907138624	42420200	US BANK NATIONAL ASSOCIAT	STRUCTURES & IMPROVEMENTS	3,677.89
				156,690.39

ORANGEVALE RECREATION AND PARK DISTRICT - OLLAD ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2023/2024
JANUARY 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	170.00	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		113.78	886.22	89%
20207603	Keys	800.00		493.32	306.68	38%
20210300	Agricultural/Horticultural Service	12,500.00	1,712.50	4,000.00	8,500.00	68%
20210400	Agricultural/Horticultural Supply	12,000.00	65.42	689.25	11,310.75	94%
20211200	Building Maint. Supplies	9,000.00	1,318.21	2,654.62	6,345.38	71%
20212200	Chemicals	56,000.00	562.21	26,748.99	29,251.01	52%
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	5,364.94	18,790.78	15,209.22	45%
20215100	Mechanical System Maint. Ser	9,000.00		257.50	8,742.50	97%
20215200	Mechanical System Maint. Sup	3,000.00		32.12	2,967.88	99%
20216200	Painting Supplies	1,500.00	39.86	699.64	800.36	53%
20216700	Plumbing Maint. Service	1,000.00	300.00	300.00	700.00	70%
20216800	Plumbing Maint. Supplies	2,300.00		789.62	1,510.38	66%
20218100	Irrigation Service	2,000.00		-	2,000.00	100%
20218200	Irrigation Supplies	16,000.00	141.50	5,798.41	10,201.59	64%
20218500	Permit Charges	4,000.00		2,458.00	1,542.00	39%
20219100	Electricity	73,000.00	4,539.98	38,470.83	34,529.17	47%
20219200	Natural Gas / LPG/ Fuel Oil	40,000.00	1,749.86	4,844.48	35,155.52	88%
20219300	Refuse Collection / Disposal Service	23,000.00	2,721.31	10,930.42	12,069.58	52%
20219500	Sewage Disposal Service	14,200.00	2,599.29	9,544.30	4,655.70	33%
20219700	Telephone System	1,000.00		-	1,000.00	100%
20219800	Water	66,000.00	2,239.01	44,190.66	21,809.34	33%
20219900	Telephone System Maintenance	1,500.00		666.00	834.00	56%
20220500	Auto Maintenance Service	4,000.00	233.64	797.50	3,202.50	80%
20220600	Auto Maintenance Supplies	5,300.00	472.97	2,720.09	2,579.91	49%
20221200	Construction Equip. Maint. Sup.	500.00		-	500.00	100%
20222600	Expendable Tools	2,500.00		-	2,500.00	100%
20223600	Fuel & Lubricants	24,000.00	1,227.18	12,199.58	11,800.42	49%
20227500	Rent/Lease Equipment	3,500.00	17.84	335.98	3,164.02	90%
20228100	Shop Equip. Maint. Service	1,500.00	744.73	1,192.32	307.68	21%
20228200	Shop Equip. Maint. Supplies	7,500.00	118.51	5,769.07	1,730.93	23%
20229100	Other Equip. Maint. Service	1,500.00	525.00	525.00	975.00	65%
20229200	Other Equip. Maint. Supplies	2,500.00		-	2,500.00	100%
20231400	Clothing/Personal Supplies	3,500.00	623.13	1,694.04	1,805.96	52%
20232100	Custodial Service	0.00		-	0.00	#DIV/0!
20232200	Custodial Supplies	18,000.00	3,669.50	12,736.75	5,263.25	29%
20250500	Accounting Services	3,400.00	3,452.80	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	2,993.00	11,412.88	14,587.12	56%
20259100	Other Professional Services	38,000.00	281.00	7,234.18	30,765.82	81%
20289800	Other Operating Expenses Sup.	17,500.00		1,517.31	15,982.69	91%

Account Number	Expenditure Account	Budgeted 2023/2024	Current Expenditure	Expenditures to Date	Funds Available	% Left
	SUB-TOTAL	623,600.00	37,883.39	236,498.54	387,101.46	62%
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	156,690.39	304,845.39	169,154.61	36%
43430300	Equipment	95,000.00		-	95,000.00	100%
	SUB-TOTAL	569,000.00	156,690.39	304,845.39	264,154.61	46%
	GRAND TOTAL	1,193,900.00	194,573.78	542,444.77	651,455.23	55%

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

Account Number	Expenditure Account	Budgeted 2023/2024	Current Expenditures	Expenditures 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	449.33	300.67	40%
20223600	Fuel & Lubricants	1,200.00	114.76	511.43	688.57	57%
20250500	Accounting Services	650.00	665.60	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	821.96	1,646.36	4,083.64	71%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	0.00		-	0.00	0%
	SUB-TOTAL	0.00	-	-	0.00	0%
	GRAND TOTAL	5,730.00	821.96	1,646.36	4,083.64	71%

**ORANGEVALE RECREATION & PARK DISTRICT
FINANCE COMMITTEE MEETING RECAP
THURSDAY, FEBRUARY 1, 2024
4:30 PM**

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

1. **CALL TO ORDER:** *The meeting was called to order at 4:36 p.m.*

Roll call: Director Brunberg, Director Stickney, Administrator Ross, Administrator Herz, Finance/HR Superintendent Von Aesch

2. **PUBLIC DISCUSSION**

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

3. **MINUTES**

None discussed.

4. **UNFINISHED BUSINESS**

None discussed.

5. **NEW BUSINESS**

A. Review Recap from the Admin/Finance Committee Meeting on May 24, 2023

Directors reviewed the minutes from the last meeting and stated there were no questions or follow-up actions needed.

B. Our current budgetary status with Fiscal Year 2023/24

Directors stated they had no questions as thorough updates were provided at board meetings throughout the year. Administrator Herz advised the meeting that the Worker's Compensation budget line for this year might need more funds. She added that the District is taking all steps possible to influence the cost but that we have no control over the bottom-line number.

C. Our current status on capital projects with Fiscal Year 2023/24

Staff and Directors agreed that the capital projects for 2023/24 were either completed, close to completion, or on track. Staff stated that the pool looks great and that there are no signs of a repeat hairline cracking. A short discussion concluded the priority of parking lot resurfacing was the Pecan Park parking lot and the Disc Golf parking lot.

D. Discussion of employee salary scale evaluation

Director Brunberg and Stickney recommended waiting a year to perform the next salary scale evaluation. Directors asked staff to propose the consideration of a new District guideline of a salary scale evaluation every two years to the full board at the next meeting. Administrator Herz noted she would add it to the next agenda.

E. Timeline for the 2024/25 FY Budget Process

Staff and Directors reviewed and approved the outline for the timing of the 2024/25 Budget Process to include three more Finance Committee meetings and the final budget to be approved by the full Board at the August 15, 2024, Meeting.

F. Schedule Next Meeting

A brief discussion amongst Directors and Staff resulted in a tentative date for the next Finance Committee Meeting on May 10, at 10:30 a.m.

G. Consider Final 9 finance reporting and possible audit

Directors Brunberg and Stickney discussed and agreed a cursory audit of Final 9 would be prudent as the last was completed in 2009. Directors instructed Staff to inquire with Larry Bain, CPA, about the details of what a basic financial review, as opposed to a full audit, would entail and cost.

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

Superintendent Von Aesch will include a 7.5% increase in medical for the preliminary budget and a Trails Committee Meeting will be held before the next Board of Directors Meeting.

7. **ITEMS FOR NEXT AGENDA**

Superintendent Oropeza and Supervisor Bain will research the cost of an updated pool sweep and report back.

8. **ADJOURNMENT** *The meeting was adjourned at 5:16 p.m.*

STAFF REPORT



DATE: 2-15-24

TO: Board of Directors

FROM: Becky Herz, District Administrator

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

ADMINISTRATION

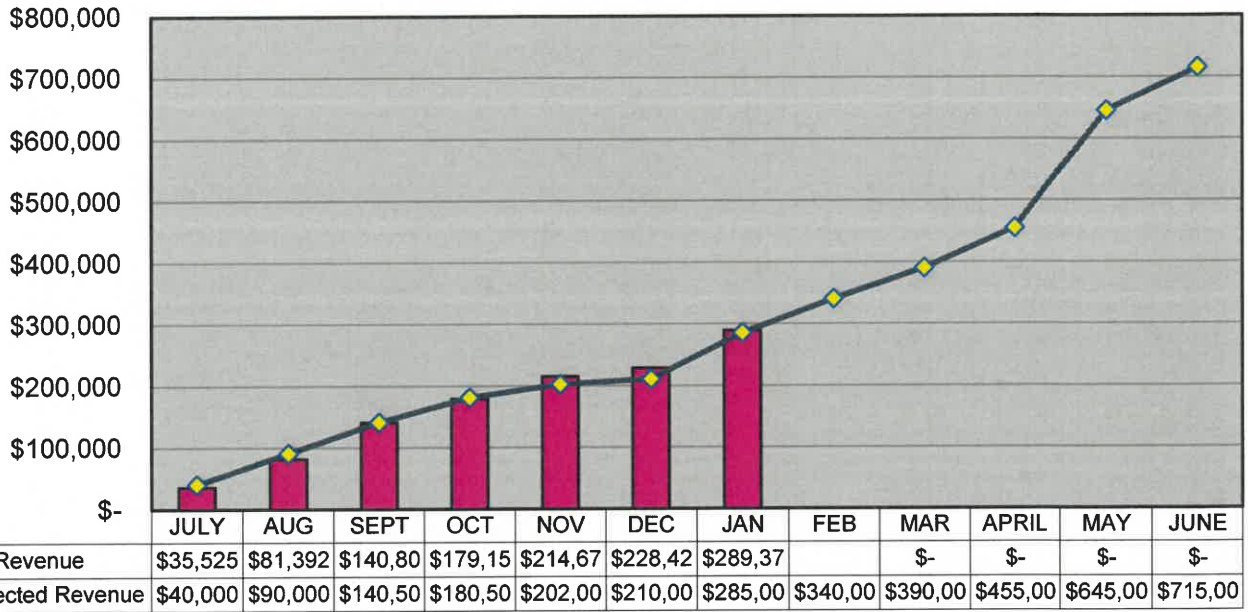
- On January 10, EasyStumps removed a hazardous pine tree on District property that was leaning over the sidewalk and road near the entrance of Pecan Park.
- On January 20, Admin Ross and Coordinator Andrew Gross attended the Orangevale Open House at the Grange. OVparks had a booth along with more than 20 other Orangevale community agencies.
- On January 22, Admin Herz began her first day at OV Parks.
- On January 23, OV Parks 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, Admin Herz attended the CARPD Legislative Committee Meeting on-line.
- On January 26, OV Parks held its quarterly Safety Meeting.
- On January 30, Admin Ross, Admin Herz, and Superintendent Von Aesch attended the CARPD GM Roundtable, which included a presentation titled “Key Employment Law Bills that Affect Public Employees and RPD Districts.”
- On January 30, Admin Herz and Admin Ross met with Leslie Blomquist and Regina Cave at 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.

RECREATION Monthly Report: January 2024

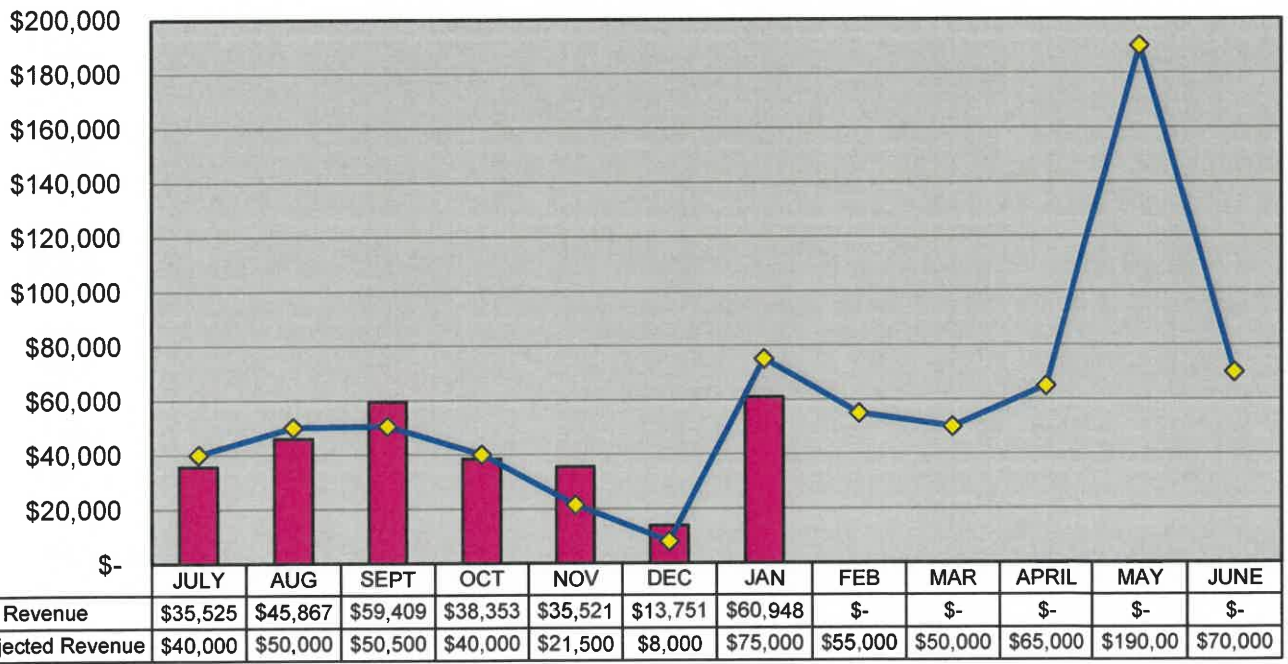
January	Enrollment	Attendance	Gross Revenue
Active Adults			
Bridge	47		\$ 94.00
Mens 3 on 3 Hoops 35-49	15		\$ 585.00
Mens 3 on 3 Hoops 50+	9		\$ 351.00
M.O.V.E. Bingo		13	
Mid-Day Movie		9	
Active Adults Sub Total	71	22	\$ 1,030.00
Classes			
Artist Studio	22		\$ 1,254.00
Internet Drivers Education	8		\$ 232.00
Kids Cooking Series	14		\$ 490.00
RTI - Pediatric CPR & First Aid	1		\$ 85.00
Ukulele Fretters	13		\$ 13.00
Classes Sub Total	58	0	\$ 2,074.00
Preschool			
Orange Blossoms	14		\$ 3,878.00
Preschool Sub Total	14	0	\$ 3,878.00
Sports & Fitness			
Aikido - Family Training	7		\$ 655.00
Aikido - Teen/Adult	5		\$ 875.00
Aikido - Youth	4		\$ 380.00
Chen Tai-Chi Chuan	12		\$ 600.00
Gymnastics - Parent Participation	2		\$ 210.00
Gymnastics - Tot	1		\$ 105.00
Pee Wee Basketball	20		\$ 1,200.00
Pickleball 101	9		\$ 630.00
Pilates Reformer	3		\$ 300.00
Shotokan Karate Grange Karate	1		\$ 250.00
Shotokan Youth Center Karate	9		\$ 2,271.00
Shotokan Preschool Karate	2		\$ 470.00
Top Notch Basketball Holiday Camp	9		\$ 891.00
Turns n Tumble Baby Ballet	3		\$ 99.00
Turns n Tumble Pre Ballet	8		\$ 264.00
Winter Youth Basketball	83		\$ 10,125.00
Sports & Fitness Sub Total	178	0	\$ 19,325.00
GRAND TOTAL	321	22	\$ 26,307.00

January Gross Revenue Recap – January OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$60,948 which is \$14,052 below the projected amount. January recreation revenue came in at \$48,134 which is \$11,866 below the projected amount. The January facility revenue came in at \$12,814 which is \$2,186 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.*

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



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



PARKS Monthly Report: January 2024

Park Infrastructure

- Staff continues to conduct monthly playground inspections and makes repairs on site as needed.
 - A triangular deck was replaced from Orangevale Community Park large playground.
 - A stepping platform was replaced from Orangevale Community Park large playground.
- Staff installed sections of privacy screen at the pool area.
- Staff cleaned and organized the breakroom and shop area.
- Staff removed what appeared to be a homeless encampments from the Oak and Filbert Nature area and the Sundance nature area.

Mechanics

- Staff continues to conduct basic maintenance to small engine equipment and mowers.

Park Irrigation

- All irrigation remains off for the season.
- Staff repaired a pool backwash filter pump.
- Two toilets were repaired from the pool restrooms.

Park Grounds

- Staff continues ongoing maintenance at all parks including restrooms, trash, blowing, and mowing, as weather permits.
- Staff has been mulching leaves in all parks as weather permits.
- Staff has been blowing walkways including Rollingwood, Streng and Sundance trails.
- Staff worked with SMUD in the removal of a hazardous tree at the Youth Center Park.

Other Items

- Staff assisted Orangevale Water District in the repair of a main line at Hazel Blvd. The line broke just west of the Disk Golf tennis courts and a lot of sand and mud washed off into the courts. Staff worked with OV Water District to get the courts open by the next day.
- Curtis, Nelson, Lucas Doug, and Horacio attended the CPRS District 2 Park forum. This one-day educational forum had topics that ranged from best practices for dealing with homeless encampments to resources for grant application.
- Staff worked with Easy Stumps in the removal of a pine tree leaning towards Pecan Avenue at Pecan Park.
- Staff has been working with Big Day of Service on the planning of the new volunteer projects.
- Staff assisted Just Perfect Floors in the pool restroom floor recoating by removing all benches and repaired several sections of drywall.

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

Almond Park

Parking Citation	01/14/24	13:50	4000(a) No current registration
Warning	01/22/24	16:50	Dog off leash
Parking Citation	01/22/24	16:58	4000(a) No current registration
Notice to Appear	01/28/24	13:39	4000(a) No current registration

Norma Hamlin Park

No issues to report.

Off Property

No issues to report.

OV Community Center

Parking Citation	01/01/24	18:22	4000(a) No current registration/9.36.065(e)Parking after hours
Parking Citation	01/01/24	18:27	4000(a) No current registration/9.36.065(e)Parking after hours
Parking Citation	01/22/24	15:55	4000(a) No current registration

OV Community Park (Disc Golf)

Parking Citation	01/22/24	16:16	4000(a) No current registration
Parking Citation	01/22/24	16:21	4000(a) No current registration
Parking Citation	01/22/24	16:29	4000(a) No current registration
Parking Citation	01/27/24	14:50	9.36.065(d)Failure to park in designated area
Parking Citation	01/27/24	14:55	4000(a) No current registration
Parking Citation	01/29/24	15:33	4000(a) No current registration
Parking Citation	01/29/24	15:37	4000(a) No current registration
Parking Citation	01/29/24	15:41	4000(a) No current registration
Parking Citation	01/29/24	15:45	4000(a) No current registration
Parking Citation	01/29/24	15:59	4000(a) No current registration

OV Community Park

Warning	01/01/24	18:40	Park Hours
Warning	01/07/24	16:07	Expired registration
Warning	01/15/24	19:20	Park Hours
Warning	01/22/24	16:35	Dog off leash
Warning	01/29/24	15:55	Dog off leash
Warning	01/29/24	16:07	Dog off leash

Palisades Park

No issues to report.

Pecan Park

Notice to Appear	01/29/24	15:02	4000(a) No current registration/16028(a) No insurance
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Streng Park

No issues to report

Sundance Park

No issues to report

Youth Center Park

Parking Citation	01/01/24	18:50	9.36.065(e)Parking after hours
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OvParks Photos of Interest: January 2024

Orangevale Open House



Adult Basketball



Youth Aikido Class



Tai Chi Class



Matt Duarte and Barry Ross



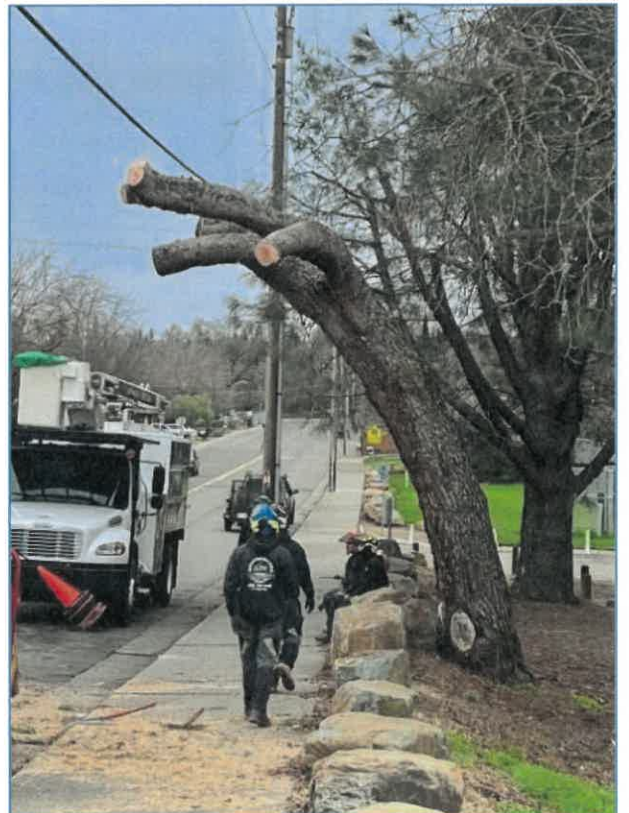
CPRS Parks Forum



Administrators park-tour



Hazardous tree removal at Pecan Park





RESOLUTION NO: 24-02-716

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

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

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

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

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

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

PASSED AND ADOPTED this 15th day of February 2024 by the following vote, to wit:

AYES :

NOES:

ABSENT:

ABSTAIN:

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

CLERK OF THE BOARD



RESOLUTION NO: 24-02-717

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

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

1. The formation of the Kenneth Grove Recreation and Park District Maintenance Assessment District (the "Assessment District"), pursuant to the provisions of the Landscaping and Lighting Act of 1972 has previously been ordered through Resolution 94-05-86A.
2. The purpose of financing certain park and recreation improvements and refurbishments, as specified in the District's updated Master Plan and for the purpose of funding maintenance operations of the District, as described in Section 3 below.
3. Within the Assessment District, the existing and proposed improvements, and any substantial changes proposed to be made to the existing improvements, are generally described as installation, maintenance and servicing of public recreational facilities and improvements at each of the locations owned, operated, or maintained by the Orangevale Recreation and Park District's Kenneth Grove Assessment District.
4. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIII D of the California Constitution. Upon completion, the Engineer shall file the Engineer's Report with the Clerk of the Governing Board for submission to the Board.

PASSED AND ADOPTED this 15th day of February 2024 by the following vote, to wit:

AYES :

NOES:

ABSENT:

ABSTAIN:

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

CLERK OF THE BOARD

STAFF REPORT



DATE: 2/18/24

TO: Board of Directors

FROM: Jason Bain, Recreation Supervisor

SUBJECT: APPROVAL OF THE AGREEMENTS WITH FINAL 9 TO HOLD THE ANNUAL ST. PATRICK'S DAY DISC GOLF TOURNAMENTS AT THE SHADY OAKS COURSE AT ORANGEVALE COMMUNITY PARK ON MARCH 8-10 AND MARCH 15-17, 2024

RECOMMENDATION

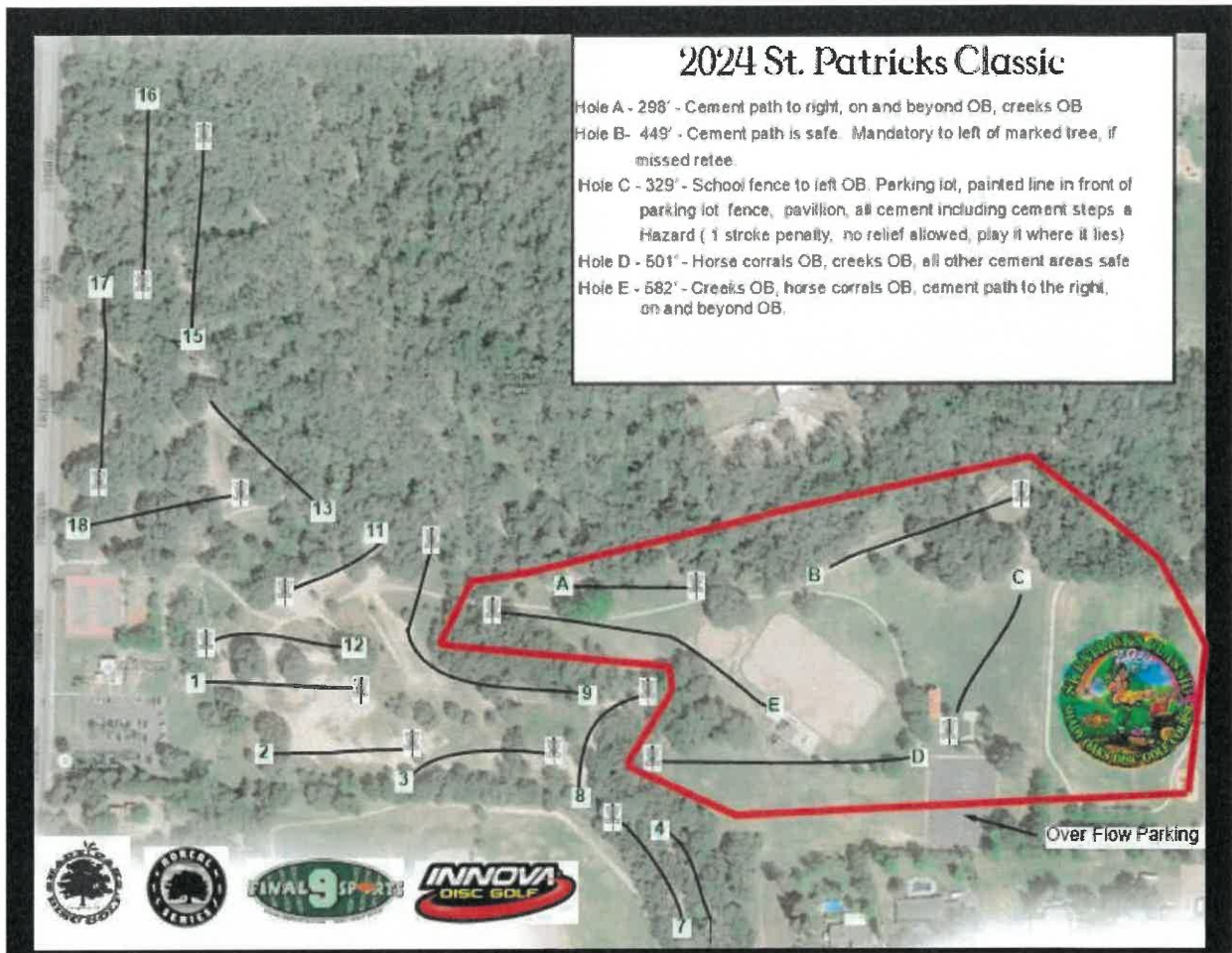
Approve the agreement with Final 9 to hold the annual St. Patrick's Day Golf Tournament at the Shady Oaks Course at Orangevale Community Park on March 8-10 and March 15-17, 2024.

BACKGROUND

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.

RECOMMENDED MOTION

I move we approve the agreement with Final 9 to hold the annual St. Patrick's Day Golf Tournament at the Shady Oaks Course at Orangevale Community Park on March 8-10 and March 15-17, 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

SPECIAL USE PERMIT AGREEMENT

This Agreement is made and entered into this **15th day of February, 2024**, by and between Orangevale Recreation & Park District, a recreation and park district formed pursuant to California Public Resources Code Section 5780, et seq., a political subdivision of the State of California located in Sacramento County, hereinafter referred to as the "District", and **Jennifer Kinsley, with Final 9 Sports**, hereinafter referred to as the "Permittee".

RECITALS

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

WHEREAS, Permittee desires to use the Property for a community special event for the public on **March 8 - March 10, 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 **St. Patricks Classic Amateur Disk Golf Tournament on March 8 to March 10, 2024** (the "Event") for attendance by the general public. Permittee shall also have exclusive use of the areas of the Property outlined in the Application for Use of Facilities (the "Application"), a copy of which is to be completed and attached hereto as Exhibit A and incorporated herein by this reference. Permittee shall have the right to impose reasonable rules and regulations to be observed by the general public to ensure the safety of the participants at said Event. Permittee agrees to comply with all District rules, regulations, and policies with respect to the use of the Property. Permittee is authorized to begin Event setup on **Friday, March 8, 2024, at 7 a.m.** and is required to complete Event take-down and cleanup by **Sunday, March 10, 2024, by 7 p.m.** Permittee is required to coordinate all activities with the District. Permittee agrees that the security deposit will be forfeited if Permittee fails to complete all cleanup of the Property by **Sunday, March 10, 2024, by 7:00 p.m.**

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

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

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

NATURE OF THE INTEREST GRANTED

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

FEES

3. In consideration for the use of the Property as provided for herein, Permittee shall pay to the District a security deposit of **five hundred dollars (\$500.00)** (the "Deposit") no later than **Friday, February 23, 2024**, which Deposit shall be used to reserve the dates and pay for any damages associated with the terms of this Permit should said damages not be repaired by Permittee. The parties agree that the District can deduct the expense of repairing and/or replacing any property damage, claims and/or any other unpaid sums owed by Permittee under this Agreement from the Deposit with the balance returned to the Permittee within thirty (30) days of the last day of any repairs. The District shall provide a detailed itemized list of all deductions from the Deposit to the Permittee.

As further consideration for the use of the Property, Permittee shall pay to the District a rental fee of **one thousand three hundred and twenty three dollars (\$1,323.00)** (the "Rental Fee") no later than **Friday, February 23, 2024**. Rental Fee is based on \$441 per day of use.

4. Cancellations of reservations will be subject to the following conditions and fees:
- More than 60 days in advance, the District will retain 25% of rental fee.
 - 30-60 days in advance, the District will retain 50% of rental fee.
 - Less than 30 days in advance, the District will retain 100% of rental fee.
 - The District will not retain the Deposit for advanced cancellations.

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

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

CHARGES BY PERMITTEE

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

OBLIGATIONS OF DISTRICT

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

- a. District agrees to provide for the non-exclusive use of the Property, including the pavilion, restrooms, and parking facilities, and exclusive use of those facilities specifically identified in the Application.
- b. District shall **NOT** furnish Permittee with electrical and/or water usage.
- c. District shall ensure that at least one (1) staff member will be available within a thirty (30) minute response time to assist with park maintenance emergencies throughout the set-up and for the duration of the event.
- d. District shall adjust all irrigation settings for the Property authorized for use by Permittee to accommodate the event.
- e. District shall refer all participant inquiries for the Event to Permittee.

OBLIGATIONS OF PERMITTEE

7. Permittee understands and agrees to do the following:

- a. Permittee shall attend a pre-event inspection walk-through which will take place on **Thursday, March 7, 2024**, with the District's representatives and the post-event inspection walk-through that will take place on **Monday, March 11, 2024**, to determine pre and post event facility conditions and damage.
- b. Permittee agrees and understands that it shall reimburse the District for the repair of any area of the Property or its surrounding areas which is damaged or diminished in value by or related to operations or activities under this Permit, and shall pay for the District to restore the area, to the condition existing immediately prior to the commencement of the Permittee's operations under this Permit, excepting normal wear and tear of turf areas. District shall provide an itemized list of any such damages or repairs resulting from the event, within seven business (7) days from the Event's final walk-through on **Monday, March 11, 2024**. Permittee will have the opportunity to make the necessary repairs outlined by the District in a time frame approved by the District.
- c. Permittee shall provide District with a proposed layout for the Event no later than **fifteen (15) days** after the approval of the rental application for review by the District. Any District feedback on the layout for the Event shall be given no later than thirty (30) days from the approval of the rental application. Permittee agrees to make any modifications and/or revisions to the layout for the Event if indicated by the District that such modification and/or

revision is necessary for the safety of the public and/or District property. Any modifications to the layout after approval shall be submitted in writing and approved by District. Permittee shall remain responsible for the layout and ensure the safety of participants and/or attendees of the Event, the general public, District employees and property, and District shall not assume any such liability as a result of approving any layout. Permittee shall also provide District with an emergency notification list.

d. Permittee agrees and understands that it has the sole responsibility at all times to be knowledgeable about, fully understand, and to meet or exceed, at its own cost and expense, all local, state and federal codes, laws, policies, and regulations associated with the Event including but not limited to the provisions of the California Department of Alcoholic Beverage Control, Sacramento Metropolitan Fire District, Sacramento County Environmental Management Department, Sacramento County Sheriff's Department, and Sacramento County Health Officer. Permittee shall file copies of all permits (and records of subsequent inspections) with the District at least **two (2) weeks prior to the Event (or within one (1) hour of on-site inspections during the Event)**.

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

f. Permittee shall be responsible for providing adequate security for property, vehicles, participants, workers, and equipment, which are participating in the Event during the period of this Permit. Permittee's security arrangements and operations shall be coordinated and approved by District (plan must be submitted to District's representative one month prior to the Event). Permittee understands and agrees that District's approval of any security plan for the Event does not relieve Permittee from any and all liability therefore, and further does not transfer any liability resulting from the Event to District.

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

h. Permittee shall provide, at its own expense, portable restrooms, medical, first aid facilities and personnel, and potable water, as are deemed necessary by the County of Sacramento Environmental Health Department, the Sacramento Metro Fire District, and the District to accommodate the expected number of people. Permittee shall comply with all laws, rules and regulations governing the number and types of facilities, and any and all other rules and regulations required to address the above needs. Permittee shall file Material Data Safety Sheets (MSDS) for all cleaning agents requiring specifications with the District at least **thirty (30) days** prior to the event. The plan to accommodate this section shall be submitted to the District for approval no later than **thirty (30) days** prior to the event. Permittee agrees to provide the necessary number of portable restrooms as specified by the County of Sacramento Environmental Management Department. Permittee shall provide for stocking and cleaning of each portable restroom on an hourly basis during the event, and pumping of portable

restrooms that meets the County of Sacramento Environmental Management Department requirements and any other laws, rules and/or regulations.

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

j. Permittee shall be responsible for providing notification of the Event and any possible disruption of traffic which could occur in the surrounding neighborhood to all necessary regulatory agencies, businesses, and residences within four (4) blocks of the Event at least **thirty (30) days** prior to the Event. Such notification shall be by mail or personal delivery. Permittee shall provide District with written proof that such notifications have been made.

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

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

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

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

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

INDEMNIFICATION

8. 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

9. 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 polices 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

10. 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

11. 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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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

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

INCLEMENT WEATHER POLICY

18. 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 inches of rain in a 24-hour period, it will close certain 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

19. Service of Notice.

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

Orangevale Recreation & Park District	Jennifer Knisley, Final 9
6826 Hazel Avenue	7208 Hazel Ave
Orangevale, CA 95662	Orangevale, CA 95662

NEGATION OF PARTNERSHIP

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

WAIVER

21. 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

22. 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.

23. This instrument contains all 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.

24. 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.

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

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

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

**ORANGEVALE RECREATION
& PARK DISTRICT**

Final 9

By _____
Becky Herz, District Administrator

By _____
Jennifer Knisley, Permittee



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: Final 9 Sports

Address: 7208 Hazel Ave City/State/Zip: Orangevale, CA 95662

Phone #: 916-987-3472 Email: final9@sbcglobal.net

Sponsoring Organization/Company: Final 9 Sports

Authorized Organization Representative: Bruce and Jennifer Knisley

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 Partnership

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): _____

Alternate Contact Name: _____ Phone: _____ Email: _____

FACILITY REQUESTED

• Orangevale Community Center - 6826 Hazel Avenue

Field Area

• Orangevale Community Park - 7301 Filbert Avenue

Disc Golf Course

Pavilion & Stage Area

Horse Arena

Oak & Filbert Area

Stone Amphitheater

Other Facility: 7208 Hazel Ave, Orangevale, CA 95662

EVENT INFORMATION

Event Name: St Patrick's Class - California Amateur State Championships

Event Date(s): March 8,9,10, 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: 7:00 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	From: 7:30 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	From: <input type="checkbox"/> am <input type="checkbox"/> pm
To: 7:30 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	To: 6:00 <input type="checkbox"/> am <input type="checkbox"/> pm	To: <input type="checkbox"/> am <input type="checkbox"/> pm

Type of Event: Concert Festival Celebration Run/Walk Other Disc Golf Tournament

Purpose of Event: Disc Golf Tournament

Overall Estimated Attendance: _____ Daily 180 Adults 170 Children 10

Has this event been produced before? Yes No If yes, previous attendance: 180

If yes, list previous name, date and location of event: Same

EVENT INFORMATION cont'd

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

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: final9sport.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: _____

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

Will food be served at the event? Yes No

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

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

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

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

If yes, please list Tents, Table, Chairs

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: _____

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 ½" x 11" or 8 ½" x 14" white paper. Please indicate a directional sign showing north. Include a key if you use symbols denoting event areas.

EVENT ACTIVITY PLAN

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

Entertainment

- | | |
|---|-------------------------------|
| <input type="checkbox"/> Amplified Music – Live | Hours – Start _____ End _____ |
| <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 type="checkbox"/> Fencing | <input type="checkbox"/> Tents & Canopies | <input 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:

jk 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.)

jk 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**.

jk 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.

jk FORCE MAJEURE:

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

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

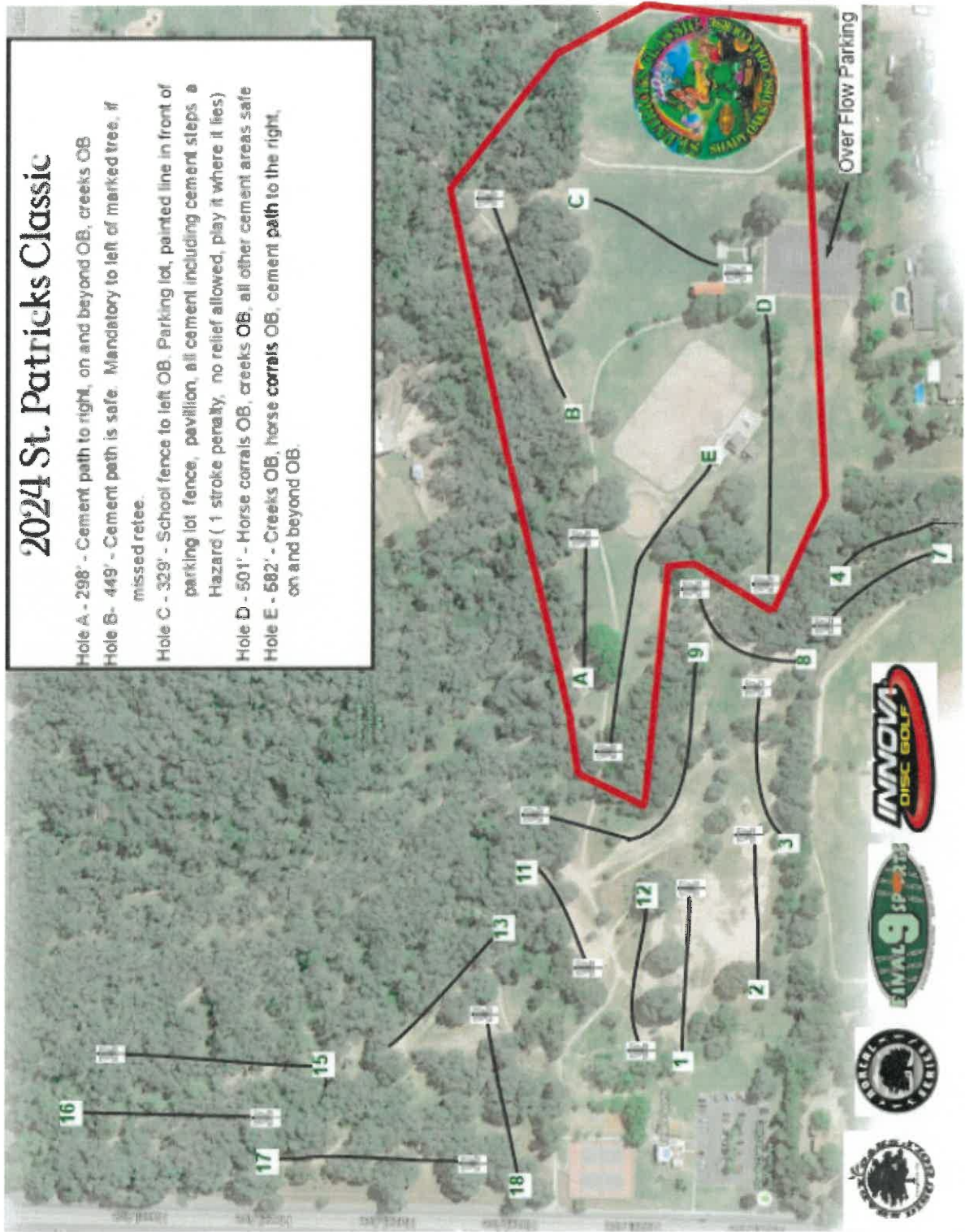
APPLICANT PRINTED NAME: Jennifer Knisley

APPLICANT SIGNATURE: Jennifer Knisley DATE: 1/9/2024

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

2024 St. Patrick's Classic

- Hole A - 298' - Cement path to right, on and beyond OB, creeks OB
- Hole B - 449' - Cement path is safe. Mandatory to left of marked tree, if missed retee.
- Hole C - 329' - School fence to left OB. Parking lot, painted line in front of parking lot fence, pavilion, all cement including cement steps, a Hazard (1 stroke penalty, no relief allowed, play it where it lies)
- Hole D - 501' - Horse corrals OB, creeks OB, all other cement areas safe
- Hole E - 582' - Creeks OB, horse corrals OB, cement path to the right, on and beyond OB.





Orangevale Recreation & Park District

6826 Hazel Avenue

Orangevale, CA 95662

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

SPECIAL USE PERMIT AGREEMENT

This Agreement is made and entered into this **15th day of February, 2024** by and between Orangevale Recreation & Park District, a recreation and park district formed pursuant to California Public Resources Code Section 5780, et seq., a political subdivision of the State of California located in Sacramento County, hereinafter referred to as the "District", and **Jennifer Kinsley, with Final 9 Sports**, hereinafter referred to as the "Permittee".

RECITALS

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

WHEREAS, Permittee desires to use the Property for a community special event for the public on **March 15 - March 17, 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 **St. Patrick's Classic - California Professional State Championships March 15 to March 17, 2024** the ("Event") for attendance by the general public. Permittee shall also have exclusive use of the areas of the Property outlined in the Application for Use of Facilities (the "Application"), a copy of which is to be completed and attached hereto as Exhibit A and incorporated herein by this reference. Permittee shall have the right to impose reasonable rules and regulations to be observed by the general public to ensure the safety of the participants at said Event. Permittee agrees to comply with all District rules, regulations, and policies with respect to the use of the Property. Permittee is authorized to begin Event setup on **Friday, March 15, 2024, at 7 a.m.** and is required to complete Event take-down and cleanup by **Sunday, March 17, 2024, by 7 p.m.** Permittee is required to coordinate all activities with the District. Permittee agrees that the security deposit will be forfeited if Permittee fails to complete all cleanup of the Property by **Sunday, March 17, 2024, by 7:00 p.m.**

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

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

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

NATURE OF THE INTEREST GRANTED

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

FEES

3. In consideration for the use of the Property as provided for herein, Permittee shall pay to the District a security deposit of **five hundred dollars (\$500.00)** (the "Deposit") no later than **Friday, February 23, 2024**, which Deposit shall be used to reserve the dates and pay for any damages associated with the terms of this Permit should said damages not be repaired by Permittee. The parties agree that the District can deduct the expense of repairing and/or replacing any property damage, claims and/or any other unpaid sums owed by Permittee under this Agreement from the Deposit with the balance returned to the Permittee within thirty (30) days of the last day of any repairs. The District shall provide a detailed itemized list of all deductions from the Deposit to the Permittee.

As further consideration for the use of the Property, Permittee shall pay to the District a rental fee of **one thousand three hundred and twenty three dollars (\$1,323.00)** (the "Rental Fee") no later than **Friday, February 23, 2024**. Rental Fee is based on \$441 per day of use.

4. Cancellations of reservations will be subject to the following conditions and fees:
- More than 60 days in advance, the District will retain 25% of rental fee.
 - 30-60 days in advance, the District will retain 50% of rental fee.
 - Less than 30 days in advance, the District will retain 100% of rental fee.
 - The District will not retain the Deposit for advanced cancellations.

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

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

CHARGES BY PERMITTEE

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

OBLIGATIONS OF DISTRICT

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

- a. District agrees to provide for the non-exclusive use of the Property, including the pavilion, restrooms, and parking facilities, and exclusive use of those facilities specifically identified in the Application.
- b. District shall **NOT** furnish Permittee with electrical and/or water usage.
- c. District shall ensure that at least one (1) staff member will be available within a thirty (30) minute response time to assist with park maintenance emergencies throughout the set-up and for the duration of the event.
- d. District shall adjust all irrigation settings for the Property authorized for use by Permittee to accommodate the event.
- e. District shall refer all participant inquiries for the Event to Permittee.

OBLIGATIONS OF PERMITTEE

7. Permittee understands and agrees to do the following:

- a. Permittee shall attend a pre-event inspection walk-through which will take place on **Thursday March 14, 2024**, with the District's representatives and the post-event inspection walk-through that will take place on **Monday, March 18, 2024**, to determine pre and post event facility conditions and damage.
- b. Permittee agrees and understands that it shall reimburse the District for the repair of any area of the Property or its surrounding areas which is damaged or diminished in value by or related to operations or activities under this Permit, and shall pay for the District to restore the area, to the condition existing immediately prior to the commencement of the Permittee's operations under this Permit, excepting normal wear and tear of turf areas. District shall provide an itemized list of any such damages or repairs resulting from the event, within seven business (7) days from the Event's final walk-through on **Monday, March 18, 2024**. Permittee will have the opportunity to make the necessary repairs outlined by the District in a time frame approved by the District.
- c. Permittee shall provide District with a proposed layout for the Event no later than **fifteen (15) days** after the approval of the rental application for review by the District. Any District feedback on the layout for the Event shall be given no later than thirty (30) days from the approval of the rental application. Permittee agrees to make any modifications and/or revisions to the layout for the Event if indicated by the District that such modification and/or

revision is necessary for the safety of the public and/or District property. Any modifications to the layout after approval shall be submitted in writing and approved by District. Permittee shall remain responsible for the layout and ensure the safety of participants and/or attendees of the Event, the general public, District employees and property, and District shall not assume any such liability as a result of approving any layout. Permittee shall also provide District with an emergency notification list.

d. Permittee agrees and understands that it has the sole responsibility at all times to be knowledgeable about, fully understand, and to meet or exceed, at its own cost and expense, all local, state and federal codes, laws, policies, and regulations associated with the Event including but not limited to the provisions of the California Department of Alcoholic Beverage Control, Sacramento Metropolitan Fire District, Sacramento County Environmental Management Department, Sacramento County Sheriff's Department, and Sacramento County Health Officer. Permittee shall file copies of all permits (and records of subsequent inspections) with the District at least **two (2) weeks prior to the Event (or within one (1) hour of on-site inspections during the Event)**.

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

f. Permittee shall be responsible for providing adequate security for property, vehicles, participants, workers, and equipment, which are participating in the Event during the period of this Permit. Permittee's security arrangements and operations shall be coordinated and approved by District (plan must be submitted to District's representative one month prior to the Event). Permittee understands and agrees that District's approval of any security plan for the Event does not relieve Permittee from any and all liability therefore, and further does not transfer any liability resulting from the Event to District.

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

h. Permittee shall provide, at its own expense, portable restrooms, medical, first aid facilities and personnel, and potable water, as are deemed necessary by the County of Sacramento Environmental Health Department, the Sacramento Metro Fire District, and the District to accommodate the expected number of people. Permittee shall comply with all laws, rules and regulations governing the number and types of facilities, and any and all other rules and regulations required to address the above needs. Permittee shall file Material Data Safety Sheets (MSDS) for all cleaning agents requiring specifications with the District at least **thirty (30) days** prior to the event. The plan to accommodate this section shall be submitted to the District for approval no later than **thirty (30) days** prior to the event. Permittee agrees to provide the necessary number of portable restrooms as specified by the County of Sacramento Environmental Management Department. Permittee shall provide for stocking and cleaning of each portable restroom on an hourly basis during the event, and pumping of portable

restrooms that meets the County of Sacramento Environmental Management Department requirements and any other laws, rules and/or regulations.

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

j. Permittee shall be responsible for providing notification of the Event and any possible disruption of traffic which could occur in the surrounding neighborhood to all necessary regulatory agencies, businesses and residences within four (4) blocks of the Event at least **thirty (30) days** prior to the Event. Such notification shall be by mail or personal delivery. Permittee shall provide District with written proof that such notifications have been made.

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

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

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

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

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

INDEMNIFICATION

8. 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

9. 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 polices 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

10. 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

11. 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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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

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

INCLEMENT WEATHER POLICY

18. 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 inches of rain in a 24-hour period, it will close certain 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

19. Service of Notice.

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

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

Jennifer Knisley, Final 9
7208 Hazel Ave
Orangevale, CA 95662

NEGATION OF PARTNERSHIP

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

WAIVER

21. 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

22. 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.

23. This instrument contains all 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.

24. 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.

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

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

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

**ORANGEVALE RECREATION
& PARK DISTRICT**

Final 9

By _____
Becky Herz, District Administrator

By _____
Jennifer Knisley, Permittee



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: Final 9 Sports

Address: 7208 Hazel Ave City/State/Zip: Orangevale, CA 95662

Phone #: 916-987-3472 Email: final9@sbcglobal.net

Sponsoring Organization/Company: Final 9 Sports

Authorized Organization Representative: Bruce and Jennifer Knisley

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 Partnership

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): _____

Alternate Contact Name: _____ Phone: _____ Email: _____

FACILITY REQUESTED

• Orangevale Community Center - 6826 Hazel Avenue

Field Area

• Orangevale Community Park - 7301 Filbert Avenue

Disc Golf Course

Pavilion & Stage Area

Horse Arena

Oak & Filbert Area

Stone Amphitheater

Other Facility: 7208 Hazel Avenue, Orangevale, CA 95662

EVENT INFORMATION

Event Name: St. Patrick's Classic

Event Date(s): March 15, 16, 17, 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: 7:00 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	From: 7:30 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	From: <input type="checkbox"/> am <input type="checkbox"/> pm
To: 7:30 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	To: 6:00 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	To: <input type="checkbox"/> am <input type="checkbox"/> pm

Type of Event: Concert Festival Celebration Run/Walk Other Disc Golf tournament

Purpose of Event: Disc Golf Tournament

Overall Estimated Attendance: _____ Daily 180 Adults 180 Children _____

Has this event been produced before? Yes No If yes, previous attendance: 180

If yes, list previous name, date and location of event: Same 2023

EVENT INFORMATION cont'd

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

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? 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 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 Table, Chairs, Tents _____

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:

jk **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.)

jk 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**.

jk 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.

jk FORCE MAJEURE:

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

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

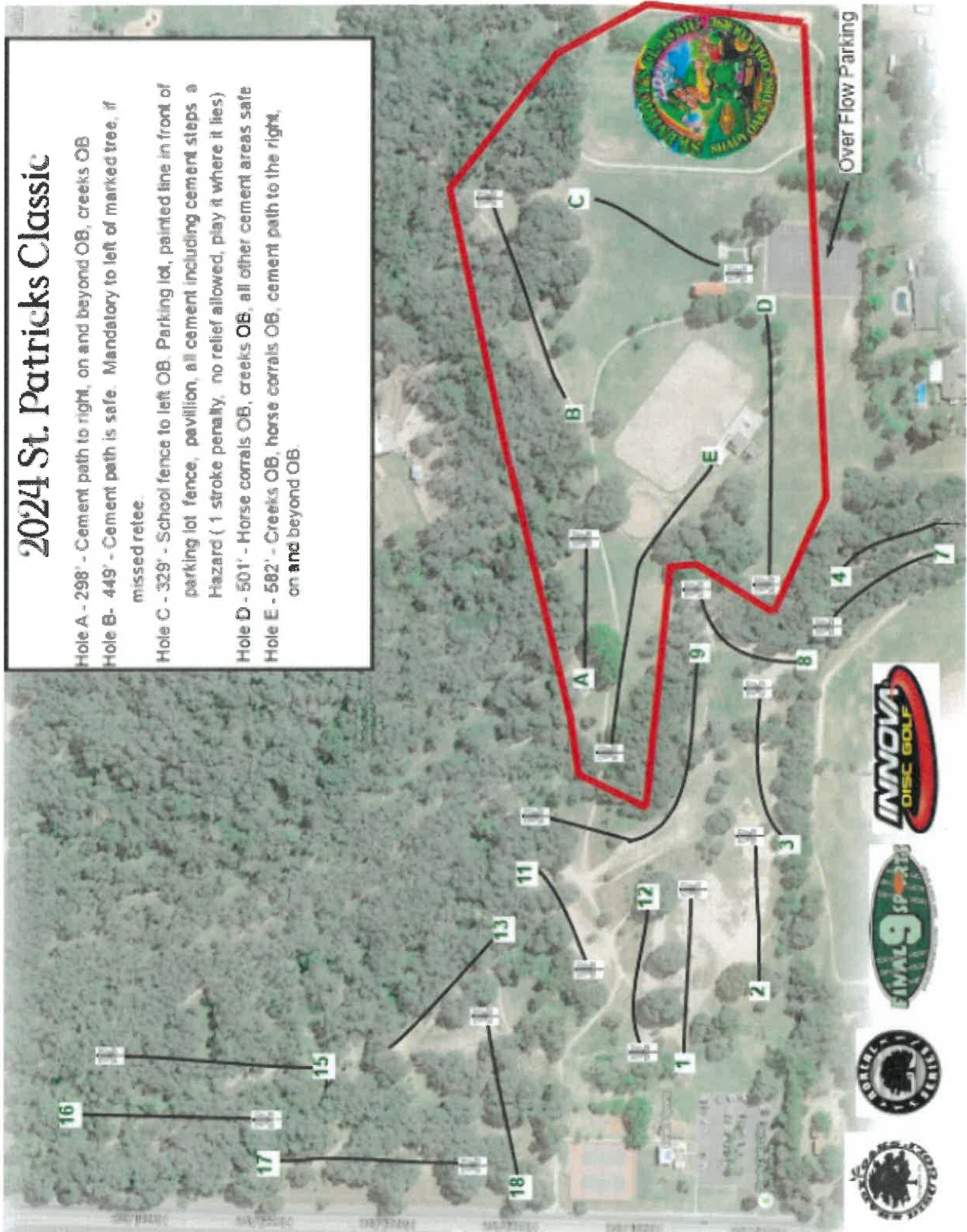
APPLICANT PRINTED NAME: Jennifer Knisley

APPLICANT SIGNATURE:  DATE: 01/09/2024

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

2024 St. Patrick's Classic

- Hole A - 298' - Cement path to right, on and beyond OB, creeks OB
- Hole B - 449' - Cement path is safe. Mandatory to left of marked tree, if missed retee.
- Hole C - 329' - School fence to left OB. Parking lot, painted line in front of parking lot fence, pavillion, all cement including cement steps a Hazard (1 stroke penalty, no relief allowed, play it where it lies)
- Hole D - 501' - Horse corrals OB, creeks OB, all other cement areas safe
- Hole E - 582' - Creeks OB, horse corrals OB, cement path to the right, on and beyond OB.



STAFF REPORT



DATE: 2/18/24

TO: Board of Directors

FROM: Becky Herz, District Administrator

SUBJECT: ADOPT THE DISTRICT GUIDELINE TO CONDUCT A SALARY SURVEY FOR ALL FULL-TIME EMPLOYEES EVERY TWO YEARS, STARTING WITH 2025.

RECOMMENDATION

To adopt a District guideline to conduct a salary survey every two years.

BACKGROUND

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.

RECOMMENDED MOTION

I move we approve the recommended guideline of conducting a salary survey for all full-time employees every two years, starting with 2025.