



Spreckels Veterans Memorial District
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday May 10, 2023 5:30 pm
 Spreckels Veterans Memorial Building, 5th & Llano, Spreckels, CA 93962

AGENDA

Agenda order may be adjusted by the Chair for purposes of meeting flow and to be respectful of the time concerns of guests present.

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. ROLL CALL & ESTABLISHMENT OF QUORUM:

Rick Magno, President
 Walan Chang, Vice-President
 David Kuhlmann, Director
 Saren Pierson, Secretary
 Shaheen Jorgensen, Director

4. PUBLIC COMMENTS: *At this time any person may comment on any item which is not on the agenda. Please state your name and address for the record. Action will not be taken on any item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on the next agenda. Board members may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of five (5) minutes. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the Board of Directors.*

5. APPROVAL OF MINUTES:
 - a. SMD Regular Board Meeting April 5, 2023

6. GENERAL MANAGER'S REPORT:

- a. Financial Reports November.
 1. Fund Balances as of 4/30/2023
 2. Budget FY 2022 FYTD to 4/30/2023
 3. Review of Deposits: County Fund 668 March [Period 9]
 4. Review of Deposits: Five Star General Checking April.

Spreckels Veterans Memorial District • P.O. Box 7266 • Spreckels, CA 93962
 Park & Veterans Memorial Building Rental (831) 597-1189 • District Business (831) 455-7855
 Email: spreckelsmd.main@gmail.com • www.spreckelsmd.specialdistrict.org

5. Review of Five Star Bank Statements/Reconciliations March 2023.
6. Review of Expenditures March 2023.

7. ACTION ITEMS: DISCUSSION AND POSSIBLE APPROVAL

- a. Transfer \$20,000.00 from County Fund 668 to Five Star General Checking.
- b. El Gabilan Tree Service: Estimate for Redwood Trees in Park.

8. USE REQUESTS:

- | | |
|------------------|---------------------------------|
| a. Miss Teenager | Pageant |
| b. Lonzo Osuna | 50 th Birthday Party |

9. FUNCTION RECAP:

10. CONTINUED BUSINESS:

- a. Kitchen Ovens Replacement.
- b. CORE Surveillance Video Security System and Network Update.
- c. Future Projects.
- d. 4th of July Celebration 2023.
- e. Behr Paints, Home Depot Volunteer Painting Veterans Memorial Building.
- f. Facility Manager Employment Agreement.
- g. Building Rental Contract Update.
- h. Park Landscape Maintenance Contract.

11. NEW BUSINESS

- a. Spreckels Community Services District New Landscape, Lighting and Storm Drainage District for original Spreckels [Zone 1 Old Town] Public Informational Meetings.

12. REGULAR MONTHLY FACILITIES REPORTS:

- a. Review of Building/Equipment Inspection Report.
- b. Review of Park Operations and Safety Report

13. FUTURE AGENDA ITEMS:

14. ADJOURN REGULAR MEETING: Next meeting Wednesday May 3, 2023 5:30 PM.

2023 Meeting Dates: January 4, February 1, March 1, April 5, May 3, June 7, June 28, August 2, September 6, October 5, November 4, December 6.

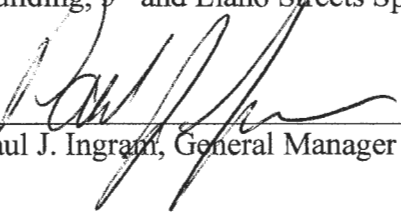
ADA COMPLIANCE

In compliance with the American Disabilities Act (ADA), disabled individuals requiring special accommodations to access, attend, or participate in District Board meetings, should contact the District Administrative Office, [831] 455-7855. To ensure that your request is granted please notify this office at least one business day prior to the scheduled public meeting.

In Compliance with Government Code section 54957.5, non-exempt writings that are distributed to a majority or all of the Board in advance of a meeting, may be viewed at Spreckels Veterans Memorial Building, 5th and Llano Streets, Spreckels, CA 93962, or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact the District during normal business hours. Email requests please use spreckelsmd.main@gmail.com.

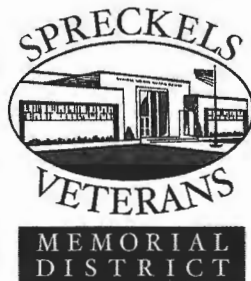
Certification

I, Paul J. Ingram, General Manager/Board Clerk for Spreckels Veterans Memorial District, do hereby declare that the foregoing agenda was posted at least (72) hours prior to the May 10, 2023 Regular Meeting of the District Board of Directors scheduled for 5:30 pm at Spreckels Veterans Memorial Building, 5th and Llano Streets Spreckels, CA 93962


Paul J. Ingram, General Manager

Date 5/3/2023

To download the full agenda packet, please go to www.spreckelsmd.specialdistrict.org and click on the meeting date. Click on the link to the agenda.



Spreckels Veterans Memorial District
MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday April 5, 2023 5:30 pm
 Spreckels Veterans Memorial Building, 5th & Llano, Spreckels, CA 93962

1. CALL TO ORDER:

The meeting was called to order by President Magno at 5:31 pm.

2. PLEDGE OF ALLEGIANCE:

3. ROLL CALL & ESTABLISHMENT OF QUORUM:

Rick Magno, President
 Walan Chang, Vice-President
 David Kuhlmann, Director
 Saren Pierson, Secretary
 Shaheen Jorgensen, Director

Present: Magno, Chang, Kuhlmann, Jorgensen
Absent: Pierson

QUORUM ESTABLISHED

4. PUBLIC COMMENTS:

5. APPROVAL OF MINUTES:

a. SMD Regular Board Meeting March 2, 2023

Motion to approve [Kuhlmann] 2nd [Jorgensen].
Ayes: Magno, Chang, Kuhlmann, Jorgensen
Noes: None

MOTION CARRIED

6. GENERAL MANAGER'S REPORT:

a. Financial Reports November.

1. Fund Balances as of 3/31/2023
2. Budget FY 2022 FYTD to 3/31/2023
3. Review of Deposits: County Fund 668 February [Period 8]
4. Review of Deposits: Five Star General Checking March.

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5. Review of Five Star Bank Statements/Reconciliations February 2023.
6. Review of Expenditures February 2023.

7. ACTION ITEMS: DISCUSSION AND POSSIBLE APPROVAL

- a. Transfer \$20,000.00 from County Fund 668 to Five Star General Checking.

Motion to approve [Kuhlmann] 2nd [Jorgensen].

Ayes: Magno, Chang, Kuhlmann, Jorgensen

Noes: None

MOTION CARRIED

- b. Park Landscape Contract: Appoint committee to review contract and negotiate with Clarke's Turf and Water for increase in contract cost.

Jorgensen and Pierson are appointed.

8. USE REQUESTS:

- | | |
|-----------------------|---------------------------------|
| a. Lonzo & Toni Dsuna | 50 th Birthday Party |
| b. Melissa Tovar | Birthday Party |
| c. Angie Ramirez | Birthday Party |
| d. Roberta Urquidez | 18 th Birthday |
| e. Don Domalaog | Birthday/Class Reunion |
| f. Josiah Santiago | Birthday Party |
| g. Albert Villa | |

Motion to approve all [Kuhlmann] 2nd [Jorgensen].

Ayes: Magno, Chang, Kuhlmann, Jorgensen

Noes: None

MOTION CARRIED

9. FUNCTION RECAP:

10. CONTINUED BUSINESS:

- a. Kitchen Ovens Replacement.
- b. Future Projects:
 - Del Monte Glass: Front & Kitchen area black aluminum frames \$34,124, Milgard vinyl tan front only \$12,528.
 - Sal De Franco: Exterior painting \$32,400.
 - Replace sand in playground.
 - Replace 2 windbreaks at Park.
 - Replace tables and benches at Park. [\$1500 per unit x (total #) Assembly and installation \$2,500]
 - Carpet replacement Veterans bar/meeting room.
 - Demolish or Repurpose Racquetball Court: Preliminary planning.
 - Video Surveillance System. [Range: \$16,000-\$23,800]

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Remove DeFranco Painting bid from list. Add banners for light poles in park.

c. 4th of July Celebration 2023

After meeting with Contractor, Chang recommended specifying that the Continuation Book requirement can be in electronic form. Once edits are complete, leave document in meeting room for signatures when all parties are available.

d. Facility Manager Employment Agreement.

The existing contract will be provided to Jorgensen for review.

e. Building Rental Contract Update.

Document near completion and will be in Word template form.

11. NEW BUSINESS

a. Boy Scout Troop 60 and Cub Scout Pack 60 effort to sponsor volunteer repainting of Spreckels Veterans Memorial Hall in conjunction with Home Depot and Behr Paints.

Upon hearing a presentation from Troop 60 adult leader Josh Luna, a motion to allow the volunteer effort was made [Chang] 2nd [Jorgensen]. District will provide food for volunteer cooks to prepare for all volunteer painters. A new color rendering will be emailed to the board to make a selection.

12. REGULAR MONTHLY FACILITIES REPORTS:

- a. Review of Building/Equipment Inspection Report.
- b. Review of Park Operations and Safety Report

13. FUTURE AGENDA ITEMS:

14. ADJOURN REGULAR MEETING: Next meeting Wednesday May 3, 2023 5:30 PM.

The meeting was adjourned at 6:36 pm. The May meeting is postponed from May 3rd to May 10th.

Respectfully submitted,

Approval date _____

Paul J. Ingram, General Manager



SPRECKELS VETERANS MEMORIAL DISTRICT FUND BALANCES AS OF 5/3/2023

COUNTY FUND 668	\$ 172,266.49
FIVE STAR GENERAL CHECKING	\$ 18,927.40
FIVE STAR PAYROLL CHECKING	\$ <u>78.12</u>
 TOTAL	 \$ 191,272.01

Spreckels Veterans Memorial District
 Adopted Budget FYE 6/30/2023 FYTD to 3/31/2023

Income	Budget	FYTD	Remaining	Percent
July 4th	\$10,000.00	\$8,045.71	\$1,954.29	80.46%
Memorial Building & Park rent	\$35,000.00	\$36,870.00	-\$1,870.00	105.34%
Sub Total	\$45,000.00	\$44,915.71	\$84.29	99.81%
Property Tax	\$235,000.00	\$164,256.99	\$70,743.01	69.90%
Special Assessment	\$44,500.00	\$27,658.32	\$16,841.68	62.15%
Interest on Pooled Investments	\$1,000.00	\$988.18	\$11.82	98.82%
Sub Total	\$280,500.00	\$192,903.49	\$87,596.51	68.77%
Total Income	\$325,500.00	\$237,819.20	\$87,680.80	73.06%
Expense				
Salaries				
Pay Roll Expenses	\$100,000.00	\$89,598.08	\$10,401.92	89.60%
Employee Benefits				
Workers Comp	\$2,500.00	-\$274.41		-10.98%
Total Salary and Benefits	\$102,500.00	\$89,323.67	\$13,176.33	87.15%
Operations Budget				
4th of July	\$10,000.00	\$9,217.82	\$782.18	92.18%
Professional Services				
Audits	\$1,000.00		\$1,000.00	0.00%
Administration Fees	\$3,000.00	\$506.00	\$2,494.00	16.87%
Advertising	\$1,000.00	\$847.05	\$152.95	84.71%
Legal Services	\$2,000.00	\$761.80	\$1,238.20	38.09%
Parcel Management	\$3,875.00	\$3,850.00	\$25.00	99.35%
Bank Fees	\$0.00	\$36.50	-\$36.50	#DIV/0!
Property Tax	\$450.00	\$464.22	-\$14.22	103.16%
Sub Total	\$11,325.00	\$6,465.57	\$4,859.43	57.09%
Education				
Board and Staff Education	\$800.00	\$80.00	\$720.00	10.00%
Dues and Subscriptions	\$2,500.00	\$2,661.93	-\$161.93	106.48%
Sub Total	\$3,300.00	\$2,741.93	\$558.07	83.09%
MAINTENANCE				
Building Materials	\$1,500.00	\$487.39	\$1,012.61	32.49%
Electrical Repairs Hall	\$1,000.00		\$1,000.00	0.00%
Electrical Repairs Park	\$4,000.00	\$3,605.38	\$394.62	90.13%
Equipment Purchase	\$25,000.00	\$78,192.20	-\$53,192.20	312.77%
Equipment Rental	\$1,000.00	\$150.72	\$849.28	15.07%
Power Equipment Repairs	\$500.00	\$75.00	\$425.00	15.00%
Plumbing Repairs Hall	\$250.00		\$250.00	0.00%

Spreckels Veterans Memorial District
 Adopted Budget FYE 6/30/2023 FYTD to 3/31/2023

Plumbing Repairs Park	\$12,000.00	\$11,325.00	\$675.00	94.38%
HVAC	\$2,000.00		\$2,000.00	0.00%
Equipment Maint & Repairs Hall	\$3,000.00	\$2,564.22	\$435.78	85.47%
Equipment Maint & Repairs Park	\$1,000.00	\$461.13	\$538.87	46.11%
Sprinkler Supplies	\$1,000.00	\$670.31	\$329.69	67.03%
Sprinkler System Repairs	\$2,000.00	\$540.00	\$1,460.00	27.00%
Park Plants	\$1,000.00		\$1,000.00	0.00%
Fuel	\$1,200.00	\$1,055.47	\$144.53	87.96%
Pest Control	\$400.00	\$325.00	\$75.00	81.25%
Landscape Maintenance Contract	\$25,500.00	\$20,515.00	\$4,985.00	80.45%
Tree Maintenance	\$4,000.00	\$600.00	\$3,400.00	15.00%
Turf Treatment	\$6,500.00	\$3,890.00	\$2,610.00	59.85%
Water Treatment	\$1,400.00	\$1,134.80	\$265.20	81.06%
Sub Total	\$94,250.00	\$125,591.62	-\$31,341.62	133.25%
Utilities				
PG&E Park	\$4,000.00	\$2,027.23	\$1,972.77	50.68%
PG&E Hall	\$18,000.00	\$19,795.96	-\$1,795.96	109.98%
Water / Park	\$20,000.00	\$13,288.28	\$6,711.72	66.44%
Water / Hall	\$4,000.00	\$3,065.24	\$934.76	76.63%
Sewer	\$2,000.00	\$1,560.68	\$439.32	78.03%
Telephone and Internet	\$4,000.00	\$4,446.04	-\$446.04	111.15%
Sub Total	\$52,000.00	\$44,183.43	\$7,816.57	84.97%
Supplies				
Janitorial Supplies	\$4,000.00	\$4,858.16	-\$858.16	121.45%
Sub Total	\$4,000.00	\$4,858.16	-\$858.16	121.45%
Office/Operating Expenses				
Office Supplies	\$800.00	\$875.06	-\$75.06	109.38%
Office Equipment	\$100.00	\$440.07	-\$340.07	440.07%
Post Office Box	\$250.00		\$250.00	0.00%
Website	\$600.00		\$600.00	0.00%
Postage and Delivery	\$60.00	\$123.00	-\$63.00	205.00%
Sub Total	\$1,810.00	\$1,438.13	\$371.87	79.45%
Insurance				
General Liability / Property Insurance	\$11,000.00		\$11,000.00	0.00%
Sub Total	\$11,000.00	\$0.00	\$11,000.00	0.00%
Total Operations	\$290,185.00	\$283,820.33	\$6,364.67	97.81%
Capital Expense				
Building	\$75,000.00		\$75,000.00	0.00%
Park	\$60,000.00		\$60,000.00	0.00%
Sub Total	\$135,000.00	0	\$135,000.00	0.00%
Emergency Reserve	-\$99,685.00			
Total Expense	\$325,500.00	\$283,820.33	\$41,679.67	87.20%

Report ID : MC-FIN-BS-0301	County of Monterey	Page 1 of 4
Run Date : 04/12/2023	Trial Balance By Accounting Distribution	
Run Time : 02:45 PM	Fiscal Year 2023 / 9 through 9	

Fund 668 - Spreckels Memorial District
Account Type Asset
BSA/Obj/Rev B-1001 - Cash
Sub BSA/Obj/Rev No Sub-BSA Specified

Transaction ID	Jrnl Doc Ref (Code,Dept,ID)	Transaction Date	Description	Beginning Balance	Debits	Credits	Ending Balance
JV,1110,0000037636		03/07/2023	ACH/EFT To record: March Payables		0.00	(20,000.00)	
JV,1110,PTAX29_23_CS		03/09/2023	Curr Sec - Feb 2023		7,082.80	0.00	
JV,1110,PTAX30_23_PRSEC		03/09/2023	Prior Secured - Feb 2023		108.01	0.00	
Total for Sub-BSA No Sub-BSA Specified				217,397.47	7,190.81	(20,000.00)	204,588.28
Total for B-1001 - Cash				217,397.47	7,190.81	(20,000.00)	204,588.28

Fund 668 - Spreckels Memorial District
 Account Type Liability
 BSA/Obj/Rev B-2530 - Assets Held as Agency for Others
 Sub BSA/Obj/Rev 4010 - Current Secured

Transaction ID	Jrnl Doc Ref (Code,Dept,ID)	Transaction Date	Description	Beginning Balance	Debits	Credits	Ending Balance
JV,1110,PTAX29_23_CS		03/09/2023	Curr Sec - Feb 2023		0.00	(6,040.41)	
Total for Sub-BSA 4010 - Current Secured				(2,233,313.47)	0.00	(6,040.41)	(2,239,353.88)

Sub BSA/Obj/Rev 4015 - Current Unsecured

Transaction ID	Jrnl Doc Ref (Code,Dept,ID)	Transaction Date	Description	Beginning Balance	Debits	Credits	Ending Balance
					0.00	0.00	
Total for Sub-BSA 4015 - Current Unsecured				(92,145.24)	0.00	0.00	(92,145.24)

Sub BSA/Obj/Rev 4025 - Prior Secured

Transaction ID	Jrnl Doc Ref (Code,Dept,ID)	Transaction Date	Description	Beginning Balance	Debits	Credits	Ending Balance
JV,1110,PTAX30_23_PRSEC		03/09/2023	Prior Secured - Feb 2023		0.00	(108.01)	
Total for Sub-BSA 4025 - Prior Secured				(41,147.95)	0.00	(108.01)	(41,255.96)

Sub BSA/Obj/Rev 4030 - Prior Unsecured

Transaction ID	Jrnl Doc Ref (Code,Dept,ID)	Transaction Date	Description	Beginning Balance	Debits	Credits	Ending Balance
					0.00	0.00	
Total for Sub-BSA 4030 - Prior Unsecured				(852.82)	0.00	0.00	(852.82)

Sub BSA/Obj/Rev 4035 - Current Supplemental

Transaction ID	Jrnl Doc Ref (Code,Dept,ID)	Transaction Date	Description	Beginning Balance	Debits	Credits	Ending Balance
					0.00	0.00	

Fund 668 - Spreckels Memorial District
Account Type Liability
BSA/Obj/Rev B-2530 - Assets Held as Agency for Others
Sub BSA/Obj/Rev 5415 - Special Assessments

Transaction ID	Jrnl Doc Ref (Code,Dept,ID)	Transaction Date	Description	Beginning Balance	Debits	Credits	Ending Balance
JV,1110,PTAX29_23_CS		03/09/2023	Curr Sec - Feb 2023		0.00	(1,042.39)	
Total for Sub-BSA 5415 - Special Assessments				(545,970.21)	0.00	(1,042.39)	(547,012.60)
Sub BSA/Obj/Rev No Sub-BSA Specified							
Transaction ID	Jrnl Doc Ref (Code,Dept,ID)	Transaction Date	Description	Beginning Balance	Debits	Credits	Ending Balance
JV,1110,0000037636		03/07/2023	ACH/EFT To record: March Payables		20,000.00	0.00	
Total for Sub-BSA No Sub-BSA Specified				2,847,539.88	20,000.00	0.00	2,867,539.88
Total for B-2530 - Assets Held as Agency for Others				(217,397.47)	20,000.00	(7,190.81)	(204,588.28)
Total for Fund 668 - Spreckels Memorial District				0.00	27,190.81	(27,190.81)	0.00
Grand Total				0.00	27,190.81	(27,190.81)	0.00

Deposit Summary

Spreckels Memorial District

Summary of Deposits to Five Star General Checking on 04/05/2023

Chk No.	PmtMethod	Rcd From	Memo	Amount
		Bernal	Building Rent	1,000.00
		Angie Ramirez	Deposit	500.00
		Naomi Corona	Building Rent	1,000.00
		Melissa Tovar	Deposit	500.00
		Salinas Commercial Rentals	Building Rent	2,000.00
		David Hernandez	Building Rent	400.00
Less Cash Back:				
Deposit Total:				5,400.00

Deposit Summary

Spreckels Memorial District

Summary of Deposits to Five Star General Checking on 04/11/2023

Chk No.	PmtMethod	Rcd From	Memo	Amount
		Sign With Us 3	Building Renta	270.00
Less Cash Back:				
Deposit Total:				270.00



Craig Campbell, Owner
 Certified Arborist WC-5967
 Bonded and Insured (P.L. and P.D.)
 State Contractors License Number 570104

(831) 771-9751 (Salinas) (831) 375-1475 (Monterey)

1172 South Main St. #223, Salinas, CA 93901
 elgabilantreeservice@hotmail.com www.elgabilantreeservice.com



ESTIMATE		
Name SPRECKELS MEMORIAL DIST.		Date 4-26-23
Phone 1	Phone 2	Fax
Address SPRECKELS PARK		
DESCRIPTION OF WORK PERFORMED		

4 DECLINED REDWOOD TREES – Near Tennis court area

Trees:

- 1) Cut trees down to low stump height.
- 2) Chip brush, clean up and haul debris.
- 3) Cut wood into lengths and haul away.

Stumps:

- 1) Grind out stumps and main root crown area.
- 2) Fill in holes with mulch to grade level. Haul away excess mulch.

Labor, equipment & hauling = \$5,800.00

SPRECKELS MEMORIAL DISTRICT

P.O. BOX 7266 * SPRECKELS, CA 93962

USE REQUEST FOR SPRECKELS MEMORIAL BUILDING AND/OR FACILITIES

Miss Teenager

Lois Garcia

Organization Name

Contact Person -

lombardy14@yahoo.com
1088 Santa Ana Rd

95023

Mailing Address

Hollister CA.

City & Zip Code

831 794-7493

Work Telephone #

Home Telephone #

Cell Phone #

DATE OF FUNCTION: August ~~15~~ 23
Day of Week, Date & Year

Sunday

TYPE OF FUNCTION: Miss Teenager (Contest)

Circle areas of use required:

Kitchen

Barbeque Room

Bar Facilities: Yes - No

Meeting Room

Banquet Room

Dancing: Yes - No

Auditorium

Other _____

PA System: Yes - No

HOURS OF USE: 9:00 AM to 9:00 PM

NUMBER OF GUESTS 200

PLEASE NOTE: No guests will be allowed in building until contract starting time. Loss/Damage and Cleaning Deposit is due within 7 days after contract approval. Balance of rent is due 10 days prior to function.

SIGNATURE Lois Garcia

DATE March 3 23

FOR OFFICE USE ONLY:

Rental Fee

\$ 1500

LD&C Deposit

\$ 500

Approval Date

Disapproved on

of Security Required

2-3

Postponed

DATE DEPOSIT RECEIVED

CASH

CHECK #

DATE BALANCE RECEIVED

CASH

CHECK #

DATE RETURNED LD&C MAILED

AMOUNT \$

CHECK #

Johnny Bar
931-272-5719

Mania Security
931-210-7475

SPRECKELS MEMORIAL DISTRICT

P.O. BOX 7266 * SPRECKELS, CA 93962

USE REQUEST FOR SPRECKELS MEMORIAL BUILDING AND/OR FACILITIES

Lorzo & Toni Osuna

Organization Name

Contact Person

18538 Northridge Dr

Salinas, Ca 93906

Mailing Address

City & Zip Code

Work Telephone #

Home Telephone #

Cell Phone #

DATE OF FUNCTION:

Saturday September 9th 2023

Day of Week, Date & Year

TYPE OF FUNCTION:

50th Birthday Party

Circle areas of use required:

Kitchen

Barbeque Room

Bar Facilities: Yes No

Meeting Room

Banquet Room

Dancing: Yes No

Auditorium

Other _____

PA System: Yes No

HOURS OF USE: 5pm to 12am

NUMBER OF GUESTS: 200

PLEASE NOTE: No guests will be allowed in building until contract starting time. Loss/Damage and Cleaning Deposit is due within 7 days after contract approval. Balance of rent is due 10 days prior to function.

SIGNATURE

Toni Osuna

DATE

3/30/23

FOR OFFICE USE ONLY:

Rental Fee

\$ 1500

LD&C Deposit:

\$ 500

Approval Date

Disapproved on

of Security Required

4

Postponed

DATE DEPOSIT RECEIVED

4-11-23

CASH

CHECK #

2049

DATE BALANCE RECEIVED

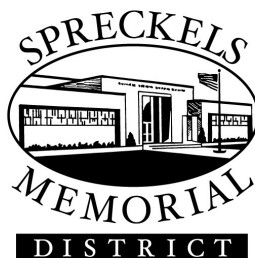
CASH

CHECK #

DATE RETURNED LD&C MAILED

AMOUNT \$

CHECK #



Facility Rental Agreement

Date of Function: _____ Full Name: _____
 Type of Function: _____ Address: _____
 # of Attendees: _____ City: _____
 # of Security Guards: _____ Phone #: _____
 Start and End Times: _____

This RENTAL AGREEMENT is made and entered into between the Spreckels Memorial District (SMD), referred to as "LESSOR" in this agreement, and _____, referred to as "LESSEE " in this agreement.

Lessor, in consideration of the rentals, covenants, and agreements provided in this agreement on the part of the Lessee to pay, keep and perform: leases to Lessee those certain facilities and equipment located on the premises of the Spreckels Veterans Memorial Building (SVMB) located at Fifth Street and Llano Avenue in Spreckels, California. It is mutually agreed between the Lessor and Lessee that:

1. **PAYMENTS.** Payments of all rental fees, damage deposits, security service fees, and the performance as provided herein shall be precedent to Lessee's right to occupy and use the premises, facilities, and equipment.

- A. **Facility Rental Fee.** As a rental fee, Lessee agrees to pay Lessor the sum of \$ _____. One-half of said fee shall be payable upon execution of this agreement, or within five business (5) days of the approval of this agreement by the Board of Directors of the Spreckels Memorial District. The balance of the rental shall be paid no later than ten (10) business days prior to the approved function date. If Lessee cancels agreement more than sixty calendar (60) days prior to start of the rental term, the deposit shall be returned and this contract will be null and void. If Lessee cancels agreement less than sixty calendar (60) days prior to start of the rental term, the deposit shall be retained by the Lessor until the building is rented to others for the same term as provided herein, in which case the deposit shall be returned to Lessee. If the building is not rented for said term, the deposit shall be retained by the Lessor for the lost rental. _____ Lessee
- B. **Damage Deposit.** Lessee agrees to pay a deposit against loss or damage, arising from the rental covered under this agreement, to any facility or equipment located on premises, whether included in this agreement or not, in the sum of \$ _____. All breakage, loss, or damage to Lessor property, whether accidental or not, during or in conjunction with the use of the building under this agreement shall be the responsibility of the Lessee. Lessee agrees to hold Lessor harmless from all said loss and damage. In the event of loss or damage from the use covered by

this agreement, the replacement cost of any loss or the actual cost of repair for any damages to premises, facilities or equipment shall be deducted from the damage deposit and balance shall be returned to Lessee by the Lessor. Lessee further agrees that any such loss or damage in excess of the deposit made shall be paid by Lessee within five (5) business days of receiving the loss and/or damage statement of costs. Failure to comply with the rules of the SMD may be considered a loss or damage. Any extra cleaning necessitated by activities of Lessee or Lessee's guests will be charged at a rate of \$50.00 per cleaner per hour. _____ Lessee

- C. **Equipment Rental.** Lessee agrees to pay rental and usage fees for equipment listed below in the sum of \$ _____, subject to the same payment terms as the Facility Rental Fee. _____ Lessee
- D. **Security Guards.** Lessee is required to provide no less than one (1) security guard per fifty (50) people for the full duration of the event. For any underage functions, Lessee is required to provide one (1) security guard per 40 people. Security services must be retained from a list of approved agencies maintained by the Facilities Manager. _____ Lessee
- E. **Chaperones.** Any youth organization or group made up principally of minors shall be chaperoned by not fewer than one (1) adult per twenty (20) minors. _____ Lessee
- F. **Bar Services.** Lessee must make arrangement directly with the V.F.W. Bar Manager for bar services. All persons are subject to an I.D. check before being served.

2. **CONDITIONS OF THE PREMISES:** Lessee agrees to inspect the premises and equipment with the Facilities Manager or his/her representative immediately prior to use of facilities and acknowledge that said premises and equipment are in good condition and repair. Lessee further agrees, at the expiration of the rental term or earlier termination, to surrender the premises and equipment to the Lessor in as good condition and repair as when received, except for reasonable use.

3. **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign this rental agreement or any interest therein or sublet the premises or any part thereof, without first obtaining the written consent of the Lessor.

4. **USE OF THE PREMISES.** This agreement limits use of the premises solely for the purpose of _____ . Any other activities void this agreement and Lessee will be subject to immediate removal from the premises and forfeiture of all fees and deposits.

- A. **Usage Request.** Any person or group desiring to use the SVMB shall make a written request no later than the regular monthly meeting preceding the requested date of use to the SMD Board of Directors, who will notify said person or group of the conditions under which said use may be made. Requestor must appear at the Facility Manager's office within seven (7) calendar days to sign a standard contract and place a deposit in accordance with Facility Rental Fee terms above.
- B. **Occupancy.** The maximum number of people occupying the SVMB shall be limited to 220 for dinners, receptions, or events with dancing or 250 if there is no dancing. Lessee is responsible for maintaining these limits and cooperating with security services in all security matters. The number of occupants includes all persons, whether guests, musicians, caterers, or other person.
- C. **Control.** The Lessor or its representative shall have control of the building at all times.

- D. **Security And Safety.** Upon entering the building, all persons are subject to search and seizure of any contraband. In the event any condition arises and persists because of the Lessee's event before or during the rental terms of this agreement which, at the sole determination of the security agency, endangers the public safety, all persons occupying the premises under the Lessee shall vacate the premises in a prompt and orderly manner. All rights of Lessee shall terminate immediately, and Lessee shall forfeit all fees and deposits.
- E. **Facility Property.** No Lessor property may be removed from the premises without Lessor's prior written approval.
- F. **Closing.** The building must be cleared of all occupants at the agreement's closing time, which shall be no later than midnight. All music, dancing, entertainment, and bar service shall cease thirty (30) minutes prior to closing time to facilitate clearing the building.

5. COMPLIANCE WITH LAWS: Lessee shall observe and comply with and perform and execute all federal, state, county, and special district statutes, ordinances, rules, regulations, and laws, as well as the orders of any public authority or officer which in any way affect, relate to, or are applicable to the leased premises or the use or occupation of the premises, and Lessee agrees to indemnify Lessor and hold Lessor harmless from the results of any infringement or violation of any statute, ordinance, rule, regulation, law, or order by Lessee, any employee of Lessee, person under contract to Lessee, or any person who shall be in or upon the leased premises with the explicit or implied consent of Lessee.

6. COMPLIANCE WITH RULES AND REGULATIONS GOVERNING THE SPRECKELS VETERANS MEMORIAL BUILDING: Lessee shall observe and comply with and perform and execute all rules and regulations governing the Spreckels Veterans Memorial Building listed below.

- A. **Kitchen.** If use of the kitchen is part of the agreement, as a courtesy, use may begin up to four (4) hours prior to the start of the dinner subject to building and Facility Manager availability. All counters and appliances shall be wiped clean, the refrigerator emptied of all food & beverages, and all trash and debris removed.
- B. **Bathrooms.** Lessee has non-exclusive right to use bathrooms for duration of their event. Notify Facilities Manager of any supply shortages promptly. The wastebaskets in all bathrooms shall be emptied at the end of the event.
- C. **Parking Lot.** Lessee has non-exclusive right to use the SVMB parking lot for duration of their event. Attendees may park in the lot or along the public street in a manner that does not block alleys or driveways.
- D. **Garbage.** Waste and recyclables from the entire facility, including bathrooms, must be removed from the premises.
- E. **Floors.** The floors shall be swept clean with brooms and/or mopped. Any spills should be immediately cleaned up with cloth, paper or other appropriate method, and a dampened towel used for sticky spills. To minimize damage, Lessee must notify the Facilities Manager immediately of any spills that may leave residue or stains.

- F. **Decorations.** Decorating the day prior may be permitted, as a courtesy, subject to building and Facility Manager availability, for no more than four (4) hours. Decorations may be attached to the walls with **blue painter's tape only**. Staples, thumbtacks, pushpins, nails, packaging tape, scotch tape, etc. are NOT permitted. **Highly flammable decorations, confetti, rice, rocks, sand, gravel, pinatas, etc. and items containing glitter are prohibited** on SMD property. Use of any prohibited items will be considered damage to the facility if used and charged to Lessee. All decorations shall be removed from the premises. Any signage placed in the neighborhood or elsewhere in town shall be removed.
- G. **Furniture.** Any movement of furniture shall be in a manner that protects the building, especially the floors and walls. Tables and chairs may not be rearranged once the event begins. Furniture may not block or impede full use of any doorway, hallway, exit, or stairway. Furniture should be returned to their storage area unless Facility Manager directs otherwise.
- H. **Music.** Amplified music shall be restricted to no louder than 80 decibels and shall cease at 10:00 PM. No audio or electronic equipment are included in the use of the facility unless specifically listed in the agreement.
- I. **Alcohol.** The handling, dispensing, serving, and consuming of alcoholic beverages in any form must be in strict compliance with and as prescribed by law. When alcohol is being served, children 12 years old and younger must be under the control of a parent or guardian and vacate the premises within thirty (30) minutes after the end of dinner or by 8:00 p.m., whichever is later. Persons under 21 are not permitted in the banquet room except when dinner is being served. No alcohol shall be consumed on SMD property outside of the building.
- J. **Smoking.** In compliance with state and local laws, smoking and the use of any tobacco products are prohibited on SMD premises, both indoors and outdoors, at any time. The term "Smoking" includes inhaling, exhaling, burning, or carrying any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, electronic smoking device, or any plant product intended for human inhalation. Any smoking violation shall be grounds for immediate termination of this agreement and forfeiture of all fees and deposits.
- K. **Illicit drugs.** In compliance with state and local laws, possession and consumption of illicit drugs are prohibited on SMD premises, indoors or outdoors, at any time. Any illicit drug violation shall be grounds for immediate termination of this agreement and forfeiture of all fees and deposits.
- L. **Animals.** Service dogs, as defined under the Americans with Disabilities Act, are permitted in the building, and must be harnessed, leashed, and under control at all times. Urination, defecation, or other damage to property shall be grounds for immediate removal and liability for damage cleanup/repair costs. No other animals of any kind are permitted in the facility without Lessor's prior written approval.

7. The Lessor shall not be responsible for any loss by occupants, guests, contractors, or employees.

In witness thereof, the Lessee and Lessor have executed this agreement on _____, 20 ____ at the Spreckels Veterans Memorial Building, Spreckels, California.

