

OLD BONEY MOUNTAIN FOUNDATION FOR KIDS
OAKHEART COUNTRY MUSIC FESTIVAL AGREEMENT 2027

This Agreement is entered into by and between OLD BONEY MOUNTAIN FOUNDATION FOR KIDS, a non-profit organization, hereinafter collectively referred to as "FOUNDATION," and the CONEJO RECREATION AND PARK DISTRICT, hereinafter referred to as "DISTRICT."

W I T N E S S E T H:

WHEREAS, the FOUNDATION desires to utilize a portion of that certain real property owned and controlled by the DISTRICT, which property is referred to as approximately 83 acres including: Conejo Creek Park South (32 acres) and a potential for overflow parking at Conejo Creek Park North, Teen Center and Senior Center and Library (44 acres), hereinafter referred to as "subject premises," for the purpose of conducting a community celebration known as Old Boney Mountain Foundation for Kids Oakheart Country Music Festival, and

WHEREAS, the DISTRICT desires to allow FOUNDATION to use the subject premises for the purpose of conducting the Old Boney Mountain Foundation for Kids Oakheart Country Music Festival celebration.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, it is agreed as follows:

1. Subject to this Agreement, the DISTRICT will grant a permit to the FOUNDATION, subject to certain conditions and review and approval of the DISTRICT Board of Directors, for the right and privilege to enter the subject premises. For Conejo Creek North, the right and privilege to enter shall be non-exclusive at all times. With respect to Conejo Creek South, the right and privilege to enter Conejo Creek South shall be exclusive (except as specified in the attached conditions) from 7:00 a.m. Thursday, June 3, 2027 through 12:00 Noon Tuesday, June 8, 2027, known collectively as the usage period.

The usage period is intended to include the two-day (2) Old Boney Mountain Foundation for Kids Oakheart Country Music Festival celebration; two days (2) before the event for the purpose of preparing the site for the event; and the day and a half day after the event for the purpose of cleaning up the site from the event. Trash and debris cleanup and removal of all personal property from the site shall occur by 12:00 Noon on Tuesday, June 8, 2027.

The request for the exclusive use period shall be designated each year by written notice from the FOUNDATION to the DISTRICT to be delivered at least one hundred and eighty (180) days prior to the date on which the FOUNDATION intends to commence its right and privilege.

2. The FOUNDATION shall have the right to use the premises during the designated usage period for the purpose of preparation for and conducting the annual Old Boney Mountain Foundation for Kids Oakheart Country Music Festival celebration, which includes, but is not limited to, live entertainment, exhibition tents, vendor tents, food and beer booths, liquor bar, and parking vehicles in designated locations for those attending. The FOUNDATION shall not expand the contemplated activities or events conducted on the premises without making such a request in writing and receiving the prior written approval of the DISTRICT. The rules and regulations by which the activities of the Old Boney Mountain Foundation for Kids Oakheart Country Music Festival celebration are to be conducted shall be within

the exclusive discretion of the FOUNDATION, subject to the provisions of paragraph 5 of this Agreement and Permit Conditions.

DISTRICT has the right to provide and display a sponsorship banner during the event. The DISTRICT and FOUNDATION shall mutually agree on the sponsorship banner text, size, and location.

The FOUNDATION shall comply with conditions during their use of the premises as per Exhibit A.

3. The FOUNDATION acknowledges that it has inspected the premises and accepts the same “as is” and further acknowledges that it will inspect the premises each year prior to making its written request naming the specific usage period and indicate in said written request that the premises are accepted in an “as is” condition.

At the conclusion of the Old Boney Mountain Foundation for Kids Oakheart Country Music Festival celebration events, and by 12:00 Noon on Tuesday, June 8, 2027, the FOUNDATION agrees to leave the premises in as good a condition as when received by it. It shall remove all structures, materials, equipment, and trash that results from the Old Boney Mountain Foundation for Kids Oakheart Country Music Festival celebration from the premises and shall otherwise restore the premises as necessary to place them in the same condition as when received.

4. FOUNDATION shall not attempt to cause any permanent improvement to the property in any way without the prior written consent of the DISTRICT. Any permanent improvement shall have a separate agreement between the parties, with each separate agreement specifying the details of said improvement, including, but not limited to, the location and who shall be responsible for the costs, maintenance, and insurance of said improvement.
5. The FOUNDATION and its agents and employees shall, in its usage of the property, comply with all government ordinances, orders, policies, and regulations with respect to all activities on the premises.

FOUNDATION and its agents and employees shall be 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 subject premises, including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.

Updated information regarding such guidelines is readily available at the following websites:

Ventura County: <https://www.vcemergency.com>

State of California: <https://covid19.ca.gov>

Federal (CDC): <https://www.cdc.gov>

Lack of compliance by FOUNDATION may be considered a breach of this contract, and the General Manager or his designee may revoke the permit; the appeal of such revocation may be made by FOUNDATION to the Board of Directors.

6. The FOUNDATION shall, at all times during the usage period, maintain at its own cost and expense Public Liability insurance covering liability for bodily injury, personal injury, death, and property damage. The DISTRICT, Conejo Valley Unified School District (CVUSD), and City of Thousand Oaks (CITY) shall be named as additional insureds, and shall receive a copy of the certificate thirty (30) days prior to the event if obtainable. If not obtainable, the FOUNDATION and/or DISTRICT may cancel the Old Boney Mountain Foundation for Kids Oakheart Country Music Festival celebration. The amount of insurance coverage shall be \$2,000,000 per occurrence and \$5,000,000 aggregate, or for limits mutually agreed to by the parties at least ninety (90) days prior to the event.

The Certificate Holder and Name of Additional Insured sections must read as follows:

Conejo Recreation & Park District,
its Directors, Officers, Agents,
Volunteers, and Employees
403 W. Hillcrest Drive Thousand Oaks, CA 91360

7. FOUNDATION shall indemnify, defend, and hold harmless DISTRICT, CVUSD, and CITY, its officers, employees, volunteers, 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 FOUNDATION's performance of its obligations of this Agreement, unless solely caused by the gross negligence or willful misconduct of DISTRICT, CVUSD, and CITY, its officers, employees, or agents. Should DISTRICT, CVUSD, and CITY, or its elected officials, employees, volunteers, or agents, be named in any suit, or should any claim be against it, or any of its elected officials, employees, volunteers, or agents, by suit or otherwise, whether the same be groundless or not, arising out of the performance of FOUNDATION of its obligations of this Agreement, FOUNDATION will defend DISTRICT, CVUSD, and CITY (with counsel satisfactory to DISTRICT, CVUSD, and CITY), and its elected officials, employees, volunteers, and agents, and will indemnify them for any judgment rendered against them or any sums paid out in settlement or otherwise. All parties contracted with FOUNDATION for the event who have their own insurance shall be required to name the DISTRICT, CVUSD, and CITY as additional insureds.
8. FOUNDATION shall pay the DISTRICT:

Fee Description	Per Day or Portion Thereof Amount	Days	Total Fee
Conejo Creek South Site Fee – Setup	\$2,750	2	\$5,500
Conejo Creek South Site Fee – Event	\$2,750	2	\$5,500
Conejo Creek West Site Fee – Parking	\$300	2	\$600
Conejo Creek South Site Fee – Cleanup	\$2,750	2	\$5,500
TOTAL FEES			\$17,100

Payment shall occur within ninety (90) days of the termination of said event.

9. FOUNDATION shall fully reimburse the DISTRICT for parking management at Conejo Creek North, including but not limited to barricades, signage, and security personnel. Payment shall occur within ninety (90) days of the date of invoice from the DISTRICT.

10. FOUNDATION shall provide the DISTRICT a full financial report within ninety (90) days of the termination of said event. The District may, at its discretion, inspect the budgets, financial transactions, books, records, and the like, of the FOUNDATION.
11. DISTRICT shall coordinate with an independent consultant to develop a Noise Monitoring & Control Plan (Exhibit B) and monitor the event. FOUNDATION shall fully reimburse the DISTRICT for any costs for the development and execution of the Noise Monitoring & Control Plan. Payment shall occur within ninety (90) days of the termination of said event.
12. In accordance with the Noise Monitoring & Control Plan, the noise level due to FOUNDATION-controlled event noise sources at the noise monitoring locations adjacent to the premises' property line shall not exceed a maximum of 75 dBA or a maximum of 90 dBC during a Noise Sampling Period. Exceeding the 75 maximum dBA or 90 dBC during a Noise Sampling Period at two or more sound monitoring stations shall be considered a violation. The sound monitor shall notify Event Staff at the mixing control position and the General Manager's designee of every violation. Upon notification from the sound monitor or General Manager or his designee of a violation, the Event Staff at the mixing control position shall immediately make corrections to ensure the proper noise level is achieved.
13. Each act/performer may experience one (1) violation without penalty. A second violation of any act/performer shall result in a \$500 penalty to FOUNDATION. A third violation or any subsequent violation of any act/performer shall result in a \$1,000 penalty to FOUNDATION.
14. FOUNDATION shall fully reimburse the DISTRICT for any labor and materials expended by the DISTRICT for any and all repairs that are caused by the event. Payment shall occur within ninety (90) days of date of invoice from the DISTRICT.
15. FOUNDATION shall fully reimburse the DISTRICT for any electricity usage of the lights at the premises. As standard with DISTRICT-permitted groups, the DISTRICT will invoice FOUNDATION based on the premises' Control-Link Usage Report for the appropriate usage and current at the time of invoicing hourly rate. Payment shall occur within ninety (90) days of the date of invoice from the DISTRICT.

FOUNDATION shall provide the DISTRICT with a light usage schedule at least thirty (30) days prior to the event.

16. The parties may, upon mutual agreement, extend the term of this Agreement for an additional usage period in 2028, subject to all terms and conditions of this Agreement; however, all terms and conditions of this Agreement are subject to annual negotiations. Any future event Agreement will be evaluated based on past performance and compliance with the Agreement's conditions to determine the suitability of future agreements. This Agreement is for a one-time use period, and there are no guarantees of future agreements.
17. In the event of extraordinary conditions, the General Manager, or a duly authorized representative, may close the premises at any time when there is an apparent danger to the persons using the property, the property itself, or for any cause which could affect the safety and welfare of the public per Section 229 of the CRPD Ordinance Manual. Reasonably foreseeable extraordinary conditions include, but are not limited to, rainy or wet conditions which could result in extraordinary damage or wear and tear on the playing fields; lighting malfunction or loss of electricity necessary for proper night lighting; and use of

Conejo Creek South as a staging area necessary to support wildland fire fighting efforts.

18. The utilization by the FOUNDATION of the subject premises is subject to the annual permit and condition process of the DISTRICT, which requires review by the Board of Directors.
19. The FOUNDATION shall not transfer or assign this Agreement to any other party without first procuring the written consent of the DISTRICT. Nothing contained herein, however, shall prohibit the FOUNDATION from sublicensing concessions and activities during the Old Boney Mountain Foundation for Kids Oakheart Country Music Festival celebration to other persons, groups, and organizations, but the FOUNDATION shall not be released from any obligations or liability hereunder by any reason of any sublicenses or contracts.
20. Each party shall provide written notice to the other party of any updated information that affects this Agreement and any other notices required pursuant to this Agreement as follows:

FOUNDATION:

Old Boney Mountain Foundation for Kids
2629 Townsgate Road Suite 235
Westlake Village, CA 91361

DISTRICT:

Conejo Recreation and Park District
403 West Hillcrest Drive
Thousand Oaks, CA 91360

21. It is hereby warranted that the individual or individuals who execute this document on behalf of the parties is/are duly and legally authorized to do so, and this Agreement is a valid and binding obligation on both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 5th day of November 2026.

CONEJO RECREATION & PARK DISTRICT

**OLD BONEY MOUNTAIN
FOUNDATION FOR KIDS**

Jim Friedl, General Manager

Jeff Losey, Founder & CEO

Brian Hynes, Chair

Exhibit A

CONEJO RECREATION AND PARK DISTRICT PERMIT CONDITIONS FOR THE OLD BONEY MOUNTAIN FOUNDATION FOR KIDS OAKHEART COUNTRY MUSIC FESTIVAL CELEBRATION

The following conditions have been established to govern the use of Conejo Creek Park for the Old Boney Mountain Foundation for Kids Oakheart Country Music Festival celebration.

Utilization and Site Layout

1. The proposed site layout (preliminary layout to be provided 90 days prior to the event) shall be approved by the DISTRICT prior to setup. The final site layout shall be subject to approval by the DISTRICT and any proposed modifications shall be submitted to DISTRICT for consideration.
2. The class I bikeway and equestrian/pedestrian trail along the eastern edge of the premises shall remain open at all times; access to the baseball field and at least 20 spaces dedicated to baseball field use in the adjacent parking lot are to be available at all times via a permit program during this use period.
3. Every effort shall be made to minimize heavy vehicle traffic on the field, including:
 - Beer truck staging on pavement overnight on Friday; transport directly to final area late Saturday morning
 - The potential creation of an Artist Island on the pavement which shall house all the recreation vehicles (i.e. command center, artists, security) large trucks (i.e. supply, ice trailers), and other equipment that support the event
 - All staff and volunteer parking shall occur on the pavement
 - Vendor load in may occur with vehicles entering from the south of the field, arriving directly at their space, and exiting from the north of the field and parking on the pavement.
 - Equipment, staff, volunteers, and vendor items shall be taken on the field via motorized carts.

Upon completion of the event, vendor load out may occur with vehicles entering from the south of the field, arriving directly at their space, and exiting from the north of the field.

4. Inspection of the electrical system shall be performed by the City of Thousand Oaks prior to the event.
5. FOUNDATION/DISTRICT shall develop standard emergency procedures with respect to power outages and/or utility interruptions.

Health, Security and Safety

1. FOUNDATION and its agents and employees shall be 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 subject premises including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.

Updated information regarding such guidelines is readily available at the following websites:

Ventura County: <https://www.vcemergency.com>
State of California: <https://covid19.ca.gov>
Federal (CDC): <https://www.cdc.gov>

2. Adequate trash and recycling receptacles shall be provided by FOUNDATION. Accumulated litter and garbage shall be removed on an as-needed basis.
3. Immediately after the event all trash and litter shall be removed from the premises and surrounding areas including, but not limited to, Conejo Creek North, Conejo Creek South, and the School District property.
4. The entire turf area shall be hand raked and/or vacuumed to remove cigarette butts, broken glass, tab tops, etc., in order to accommodate subsequent use. The entire turf area shall be free of any and all debris.
5. An adequate number of portable toilets in direct ratio to crowd size shall be provided and serviced daily to maintain a sanitary condition; portable toilets shall be placed in locations acceptable to the DISTRICT.
6. Procedures shall be instituted to ensure that no wastewater or other materials from trailers, campers, or motor homes are deposited on the site.
7. In addition to those traffic control measures required by the City of Thousand Oaks, FOUNDATION shall be responsible for controlling traffic during setup and takedown periods.
8. Vehicles and equipment shall not be stored on the property prior to the usage period. All equipment shall be removed from DISTRICT property by 12:00 Noon on Tuesday, June 8, 2027. Equipment left beyond 12:00 Noon on Tuesday, June 8, 2027, may be removed from the property by DISTRICT at FOUNDATION's expense.
9. Setup or teardown of equipment or functions shall not be permitted between 10:30pm and sunrise, except under emergency conditions, so as to be consistent with the City's noise ordinance.
10. FOUNDATION and DISTRICT representatives shall meet on site the day following the event to ascertain any additional necessary cleanup and repair work to be performed.
11. Adequate security persons shall be on hand to ensure a safe and secure atmosphere. Locations of security of personnel shall include, but not limited to, at entry points from Conejo Creek South to the Neighborhoods to the east.
12. FOUNDATION shall fully reimburse the DISTRICT for parking management at Conejo Creek North, including but not limited to, barricades, signage, and security personnel. Payment shall occur within ninety (90) days of date of invoice from the DISTRICT.
13. It is understood between the parties that speed limits may be reduced on streets in the area and that on-street parking may be prohibited on the streets in the area during the event.
14. Crosswalks or other pedestrian safety measures will be provided as required by the City of Thousand Oaks or other government agencies.
15. Adequate lighting will be provided for nighttime activities.

16. If existing light standards are used, FOUNDATION shall be responsible for all electricity costs. The directional sports lighting and parking lot lighting shall not be altered without express written consent of DISTRICT.
17. The dirt roadway and any parking on dirt lot portion of the School District property and area utilized shall be treated with a dust retardant acceptable to the DISTRICT. Dust control measures will be instituted during the setup and cleanup operations in addition to those measures undertaken during the event. Exceptional attention will be paid to dust control on any dirt surface and on access and egress roads.
18. An ambulance shall be available on call at all times of operation.
19. Fire protection measures as requested by the Ventura County Fire Protection District shall be observed.
20. First Aid facility shall be located on site during all hours of operation.

Hours of Operation

Hours of operation will be the following:

Saturday, June 5, 2027 – 1:00pm to 11:00pm (Music off at 10:00pm)

Sunday, June 6, 2027 – 1:00pm to 11:00pm (Music off at 10:00pm)

Maximum Ticket Sales

FOUNDATION shall set a limit of 10,000 maximum ticket sales per day for the event.

Permits

1. All appropriate permits, including use of the DISTRICT's portable stage, must be filed with the DISTRICT thirty (30) days prior to the event.
2. FOUNDATION shall institute permit procedures to control the temporary trailers and mobile homes on the site.
3. Alcoholic beverage control permits shall be submitted to the DISTRICT no later than one week prior to the event.
4. All appropriate copies of Certificates of Coinsurance, naming DISTRICT, CVUSD and CITY, its officials, officers and employees, as additionally insureds, shall be provided to the DISTRICT prior to issuance of any permits.
5. FOUNDATION will obtain a special event permit from the City, which includes but is not limited to, a safety and security plan reviewed and approved by the Thousand Oaks Police Department, and is responsible for complying with all conditions.

Miscellaneous

1. Permits as required by all appropriate agencies and departments of the City of Thousand Oaks, DISTRICT, Conejo Valley Unified School District and/or County of Ventura shall be obtained for the event. Copies of all required permits from other agencies shall be submitted to the DISTRICT for review thirty (30) days prior to the event.

2. FOUNDATION shall notify neighbors within a 500-foot radius of the site, through written correspondence, of stage and other events, at least 30 days prior to the commencement of FOUNDATION activities at Conejo Creek South. FOUNDATION shall draft the correspondence and submit to DISTRICT for approval prior to distributing.

DISTRICT may notify neighbors within a 500-foot radius of the site, through written correspondence, no later than 120 days from the event, of a post event meeting to be held on to de-brief and discuss the event. FOUNDATION shall be in attendance.

3. Prior to any work being accomplished at the Conejo Creek Park site by or for the event, a formalized meeting will be held at the site to review the facilities. All appropriate personnel representing FOUNDATION, and necessary staff from the DISTRICT should attend. A schedule of site preparation activities will be provided to the DISTRICT at this meeting.
4. If site condition problems occur over and above those enumerated in this document and are not resolved, a meeting will be called between appropriate parties. If a resolution cannot be reached within one week after the close of the event, the issues will be taken to the Conejo Recreation and Park District Board. At that time, the Board of Directors of the Conejo Recreation and Park District will determine the resolution and direct the remedy of same.
5. Failure to comply with the conditions as stated could result in revocation of the permit.

Copy: FOUNDATION
 City of Thousand Oaks

Exhibit B

CONEJO RECREATION AND PARK DISTRICT NOISE MONITORING AND CONTROL PLAN FOR THE OLD BONEY MOUNTAIN FOUNDATION FOR KIDS OAKHEART COUNTRY MUSIC FESTIVAL CELEBRATION

The following Noise Monitoring and Control Plan has been established to govern the noise level produced by the Old Boney Mountain Foundation for Kids 2027 Oakheart Country Music Festival celebration.

FOUNDATION shall adhere and utilize Noise Monitoring and Control Plan in such a manner as to reduce, to the extent possible, impact upon adjacent neighborhoods and subject to the conditions of the City of Thousand Oaks Special Events permit.

The noise levels at the premises' property line, due to FOUNDATION controlled event noise sources, shall not exceed 75 dBA and 90 dBC at any time. Upon notification from the General Manager or his designee, FOUNDATION shall immediately make corrections to ensure the proper noise level is achieved; lack of immediate compliance by FOUNDATION may be considered a breach of this contract, and the General Manager or his designee may immediately revoke the permit and shut down the event.

2027 OAKHEART MUSIC FESTIVAL MAIN STAGE SOUND SYSTEM NOISE MONITORING & CONTROL PLAN

Introduction

The 2027 Oakheart Music Festival is planned for Saturday and Sunday, June 5-6, 2027. This event will have professional musicians performing from 1:00 p.m. through 10:00 p.m. The event will be located at 1300 E. Janss Road, Thousand Oaks. The event site will be the northwestern quadrant of the grassy sports field of the Conejo Creek South Park, east of the 23 Freeway. Figure 1 is an aerial view of the park.

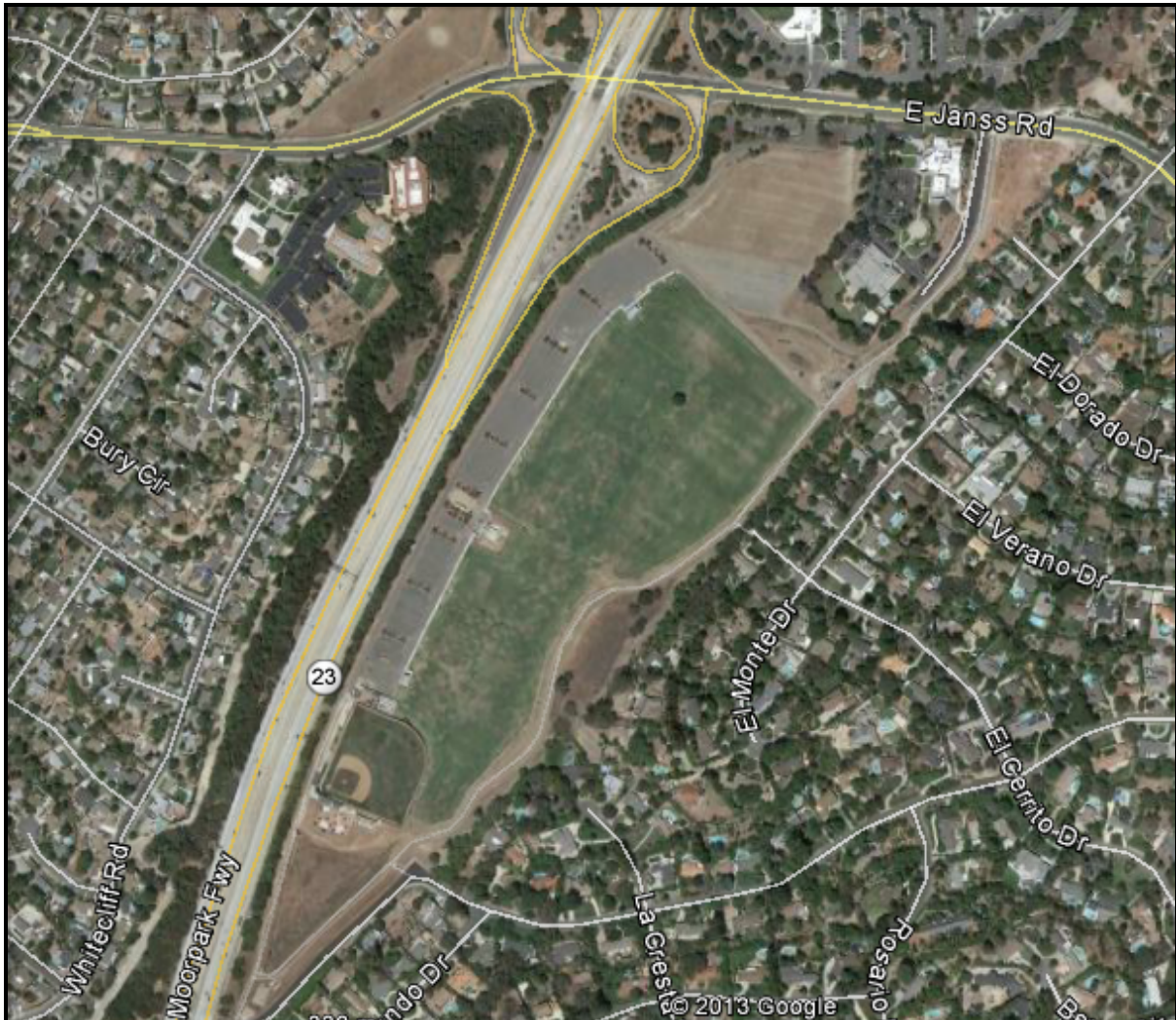


Figure 1. Conejo Creek South Park

There is a legitimate concern about excessive sound from these performances. Accordingly, the Conejo Recreation and Park District (District) requires appropriate mitigating measures be taken to avoid impacts to the adjacent residential community to the east of the planned event. Advanced Engineering Acoustics has been retained by the District to assist the District and the event planners in avoiding such impacts.

This Noise Monitoring and Control Plan is submitted to provide needful guidance and compliance.

Site and Event Layout

Figure 2 shows the planned location of the music festival event.

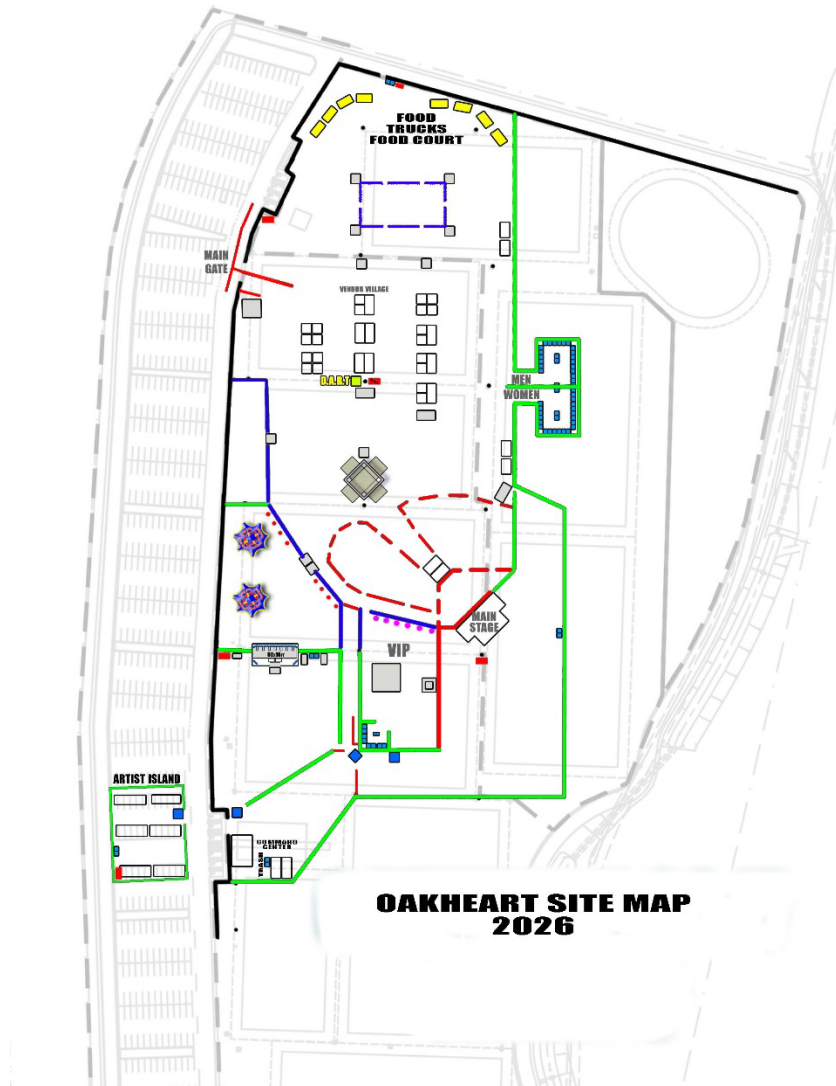


Figure 2. Event Layout at NW Corner of Park

Event Noise Limit Standard

Based on prior event noise monitoring, the District has established a 2027 planned event noise limit of 75 dBA or 90 dBC at the eastern residential property lines.

Monitoring Locations

In order to verify conformance with the District noise limit for this event, four (4) noise monitoring locations have been selected. Three (3) locations are at residential property lines and one (1) location will be at the Front of House mixing and control position. Figure 3 shows the selected receiver locations.



Figure 3. Receiver Monitoring Locations

Monitoring Instrumentation

The official noise monitoring instrumentation will consist of four (4) Type I integrating sound level meters that meet the requirements of ANSI S1.4 for Type I sound meters. All instruments will be certified as being calibrated to NIST standards by an acoustical calibrating laboratory and be field calibrated prior to the actual noise monitoring periods using a portable acoustic calibrator that meets ANSI S1.40 calibration standards. All sound meter microphones will be equipped with a manufacturer's approved wind screen during monitoring periods.

Monitoring Procedures

Ambient noise monitoring was performed simultaneously at the residential monitoring locations. Ambient noise measurements were conducted over a period of four (4) hours, beginning before 6:00pm and concluding after 10:00pm, on the evening of Saturday, February 22, 2014. These ambient noise data are deemed adequate for the 2027 event.

Ambient Conditions & Monitoring Results

The ambient noise sources were mostly traffic on SR 101 and SR 23 freeways. Park guests yelling to each other or calling their dogs could be heard. Figure 4 details the ambient noise monitoring results at the three residential property line sites. Notice that the event maximum noise limit at the property lines is exceeded frequently.

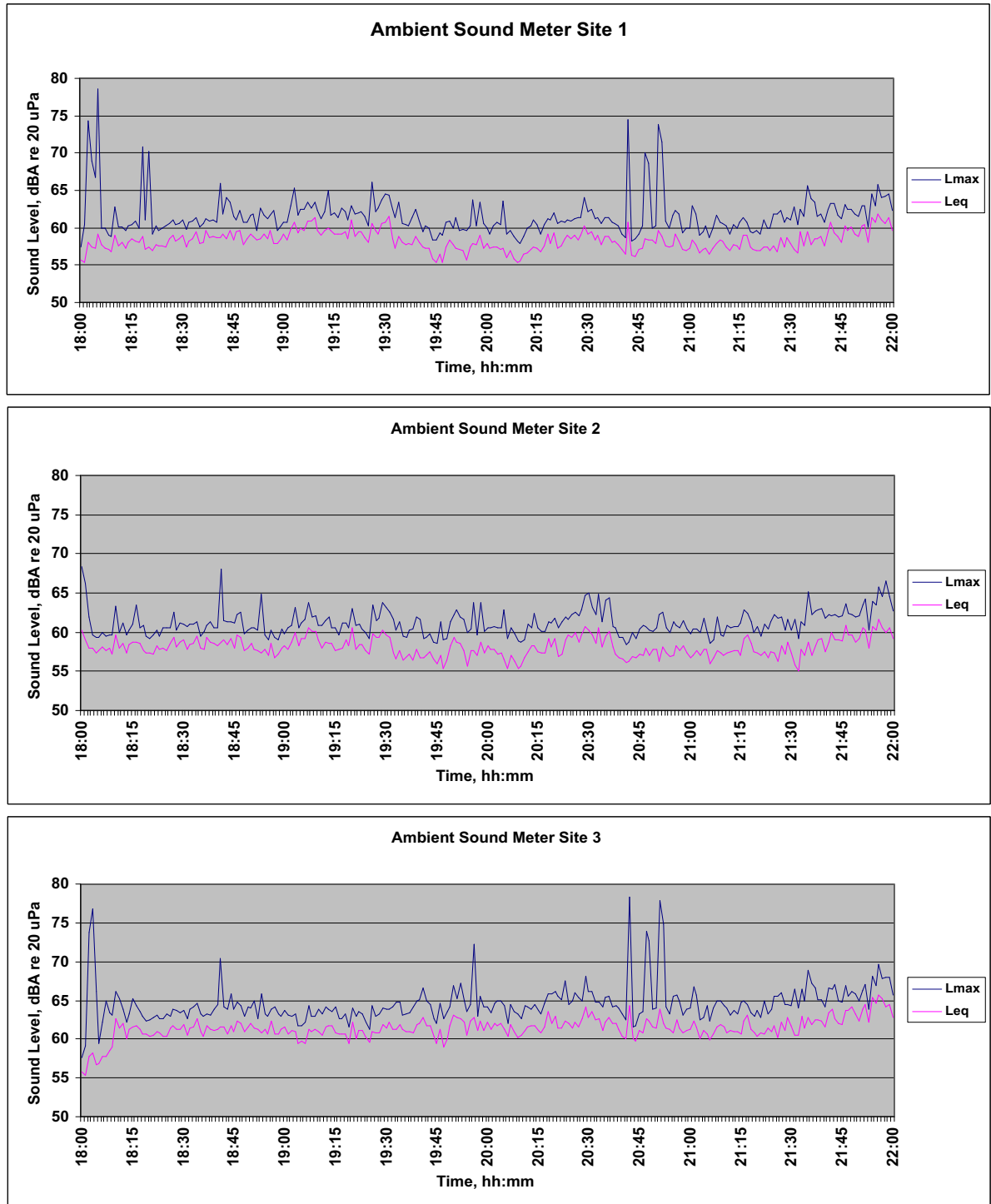


Figure 4. Residential Site Ambient Noise Levels

Main Stage Sound System

The main stage, as located in Figure 2, will be approximately 4 feet high. The planned speaker placement for this year's event will have two (2) tower columns of eight (8) JBL VerTec Line Array model VT4888 speakers hung starting at 18 feet up under the stage roof on either side of the main stage and approximately 32 feet apart. There will also be eight (8) JBL VerTec model VT4882 Subwoofer speakers placed at ground level under the main stage. The Front of House mixing and control position will be approximately 75 feet forward of the main stage. Figure 5 is a photo of a prior event at this location and shows the relative location of the tower line array columns on both sides of the main stage.



Figure 5. Photo of Speaker Column Line Arrays on Both Sides of Main Stage

Vicinity and Main Stage Acoustical Model

An event acoustical noise computer model was developed, which included the vicinity topography, local ground cover and the event sound system setup. 2018 modeling was performed using the specialized environmental acoustical modeling software SoundPlan 7.2™ and the sound propagation standard ISO 9613, Part 2. The modeled meteorological conditions included typical local summer temperature, relative humidity and with a slight breeze blowing toward the easterly residential area. Figure 6 shows noise model layout on the vicinity topographical elevation contours and Figure 7 show an isometric view of the event speakers looking northwest from behind the main stage.

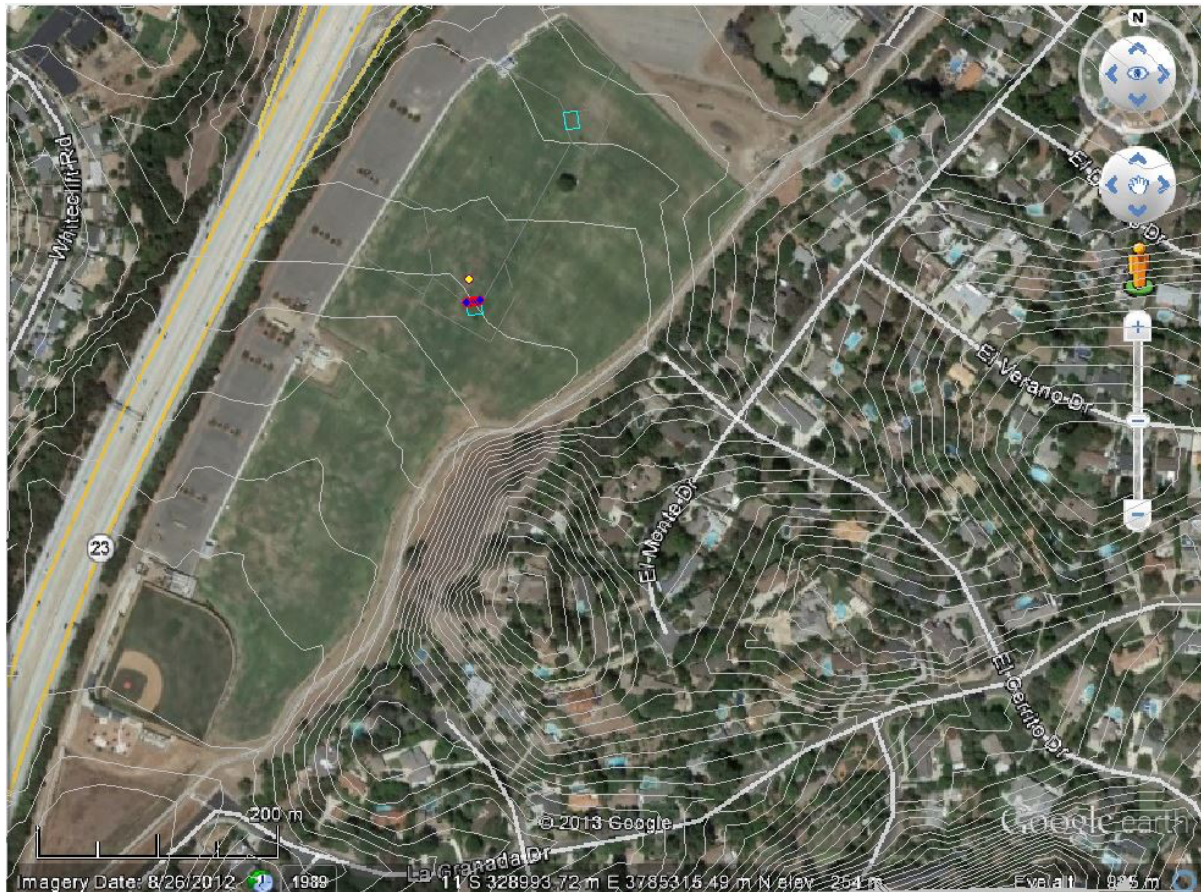


Figure 6. Event Noise Model Layout with Vicinity Elevation Contours

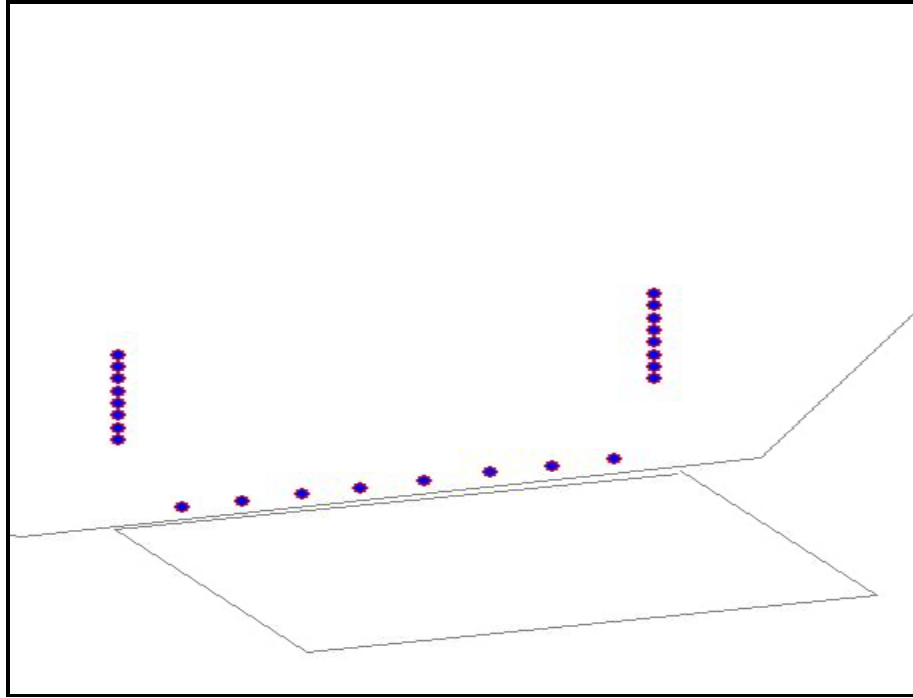


Figure 7. NW Isometric View of Modeled Event Speaker Noise Sources

Modeling Results

The event main stage sound system noise model and modeling results are given in the Appendix. Assuming the event sound system speaker directivities and source sound power level frequencies are reasonably accurate, based on JBL data, similar sources and site system setup plans, the mixing control position noise level must maintain a maximum A-weighted sound pressure level of 100 dBA for the main stage music to comply with the residential property line noise limits of 75 dBA and 90 dBC. Figure 8 shows the mitigated noise level contours from the noise modeling for compliance at the nearest residential property monitoring site.



Figure 8. Mitigated Event Main Stage Speaker Noise Contours

Sound System Setup, Calibration and Sound Test

The day before the planned event when the main stage sound system is setup and sound checks are completed, it is planned to conduct a full-on system sound level test. The sound monitoring instruments will be placed at the specified monitoring locations and event-style music and PA will be broadcast through the sound system. The noise limits at the residential property boundaries and mixing control position will be tested and verified or the control position noise limit will be adjusted to assure compliance with the residential noise limits at the property lines.

Event and Music Noise Monitoring

On the day of the planned event, the sound monitoring instruments will be placed at the specified monitoring locations prior to the beginning and the main stage event music and PA will be broadcast through the sound system. The noise limits at the residential property boundaries and mixing control position will be monitored and verified or the control position noise limit will be adjusted further to assure compliance with the residential noise limit at the property lines. Mixer Position Staff must have control of the volume of all speakers, including the individual performer monitoring speakers.

Mitigation of Music Noise Limit Exceedance

Should the noise levels at the residential property line monitoring locations, due to the main stage sound system, exceed the property line noise limits of 75 dBA and 90 dBC, the mixing and control position person in charge will be immediately notified to reduce the total sound system volume by the necessary number of sound decibels (dB) to bring the system into compliance. The noise limits at the Main Stage monitoring point (Mixer Position) would correspond to approximately 100 dBA and 115 dBC. However, the noise limits at the east residential property lines are the actual noise control indicators.

Violations of the Noise Sampling Period

If subsequent Leq(5m) readings exceed the threshold for either dBA or dBC, this shall be considered a second or subsequent violation.

For each performer, up to one (1) violation can be allowed. The second violation for each performer shall result in a \$500 penalty payable by FOUNDATION per the Agreement. The third violation, and subsequent violations, for each performer, shall result in a \$1,000 penalty to FOUNDATION.

On-Site Event Contact Personnel

Matt Tilley will be the On-Site Event Contact person. Matt will be available during the event to field inquiries and resolve issues from Event Staff, District Staff, and Residents.

The District will provide an On-Site Contact Person to supplement communication efforts between Event Staff and Residents.

Event organizers will provide a direct mailing to surrounding residents briefly outlining and summarizing noise criteria and guidelines contained in this Noise Monitoring & Control Plan, including procedures and contact info for Brian Hynes as well as contact info for the District On-Site Contact Person.

Matt Tilley may be reached at 805-304-9770.
Brian Hynes may be reached at 818-632-6682.

Post-Event Noise Report

An event noise report will be prepared that will include the details of the event sound system noise monitoring setup, findings and details of steps taken to maintain compliance with the District residential noise limit. All monitored noise data will be included in the post-event noise report appendix.

APPENDIX

Point source properties

Name: Mit Tower Speaker West 1

Object No. 9

General Geometry/Building Ref. Additional 3D Notes

Group: not defined

Comment:

Time histogram: not defined

Calculation mode

☐ Center frequency 500.00 Hz

☒ Sound power spectrum

Mitigated Tower Spkr

117.88 dB(A) /Unit

Lw

☒ use library definition

Lw 117.9 dB(A)

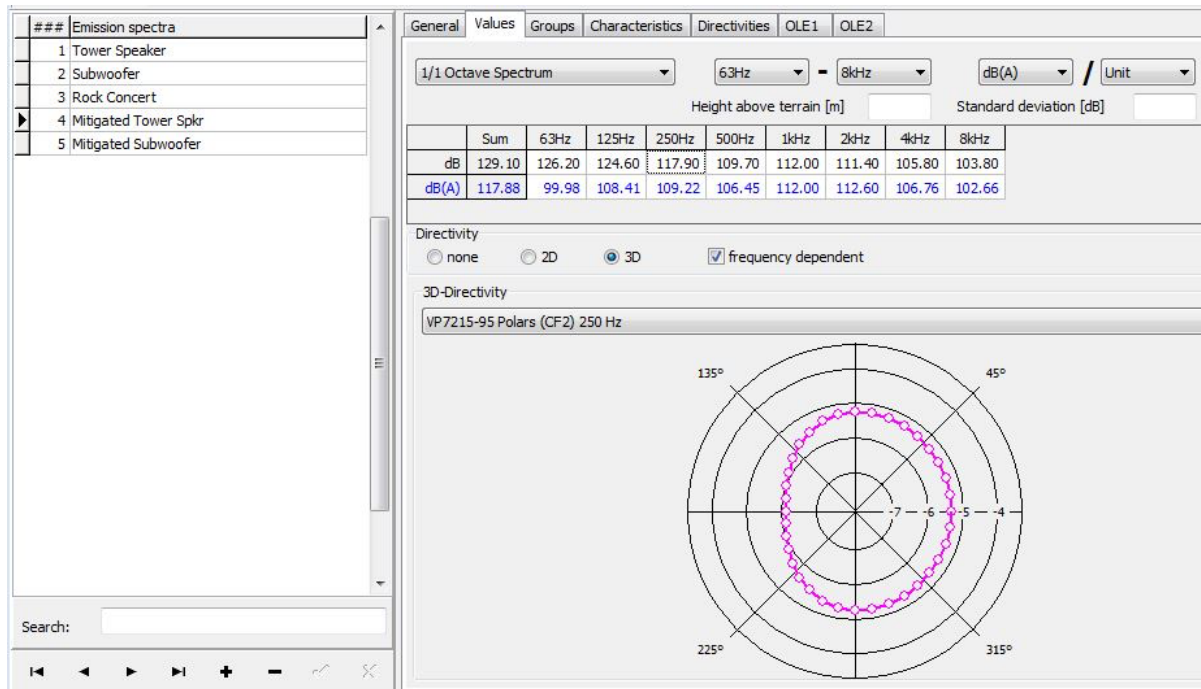
Uncertainty of Leq emission

Standard deviation for Lw Sigma [dB]: 0.0

Lmax

Lw_Max 0.0 dB(A)

OK Cancel Help



Point source properties

Name: 1 Mit Subwoofer

Object No. 1

General Geometry/Building Ref. Additional 3D Notes

Group: not defined

Comment:

Time histogram: not defined

Calculation mode

☐ Center frequency 500.00 Hz

☒ Sound power spectrum

Mitigated Subwoofer

128.16 dB() /Unit

Lw

☒ use library definition

Lw 128.2 dB

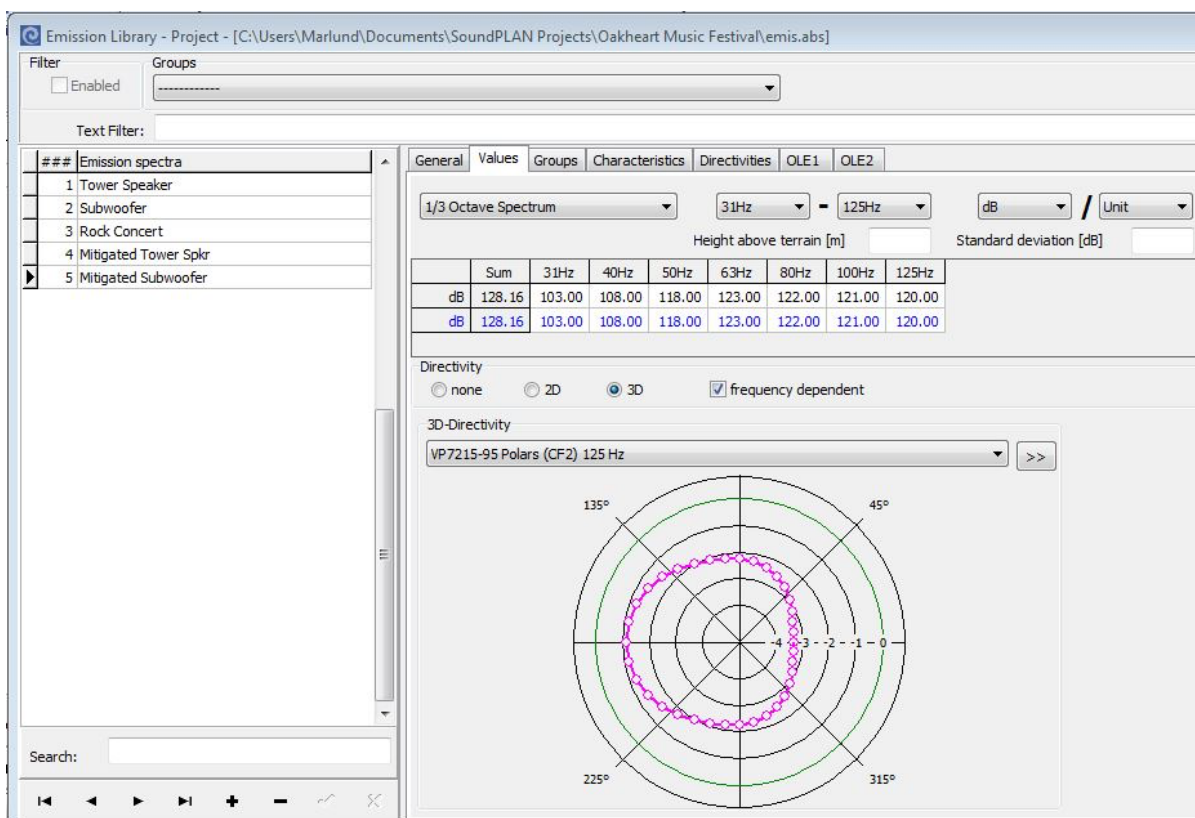
Uncertainty of Leq emission

Standard deviation for Lw Sigma [dB]: 0.0

Lmax

Lw_Max 0.0 dB

OK Cancel Help



Oakheart Music Festival - RSPS0005.res: Mitigated Music Trial Hard Rock

Run Info Single Receiver Details + Graphics Sources

Receiver	Usage	Lmax, limit dB(A)	Lmax dB(A)	Lmax, diff dB(A)
1 SLM	RS	65	63.4	---
2 SLM	RS	65	64.9	---
3 SLM	RS	65	64.4	---
I Mix Position	RS	90	91.5	1.5