

**CITY OF IONE**  
**IONE, CA 95640**



**PARKS AND RECREATION COMMISSION**

**Tuesday, March 26, 2024**

**Ione City Hall**

**1 E. Main Street, Ione, CA 95640**

**City Council Chambers**

**6:00 PM**

**THIS MEETING WILL BE AVAILABLE VIA ZOOM:**

Join Zoom Meeting

<https://zoom.us/j/2351961316?pwd=d3lWTW0zbVJLbQpQNXBDQWtpZkRyUT09>

Meeting ID: 235 196 1316

Passcode: 95640

The Ione Park & Recreation Commission welcomes, appreciates, and encourages participation in their Meeting. The Park & Recreation Commission reserves the right to reasonably limit the total time for public comment on any particular noticed agenda item as it may deem necessary.

Full staff reports and associated documents are available for public review at the Office of the City Clerk, City Hall, 1 E. Main Street, Ione, CA. Hard copies may be obtained for \$3.60 for pages 1-5 and \$.45 for each additional page. Documents that are not available when the agenda is posted will be made available for public review at the meeting.

**AGENDA**

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE**

**C. ROLL CALL**

**D. APPROVAL OF AGENDA**

**E. PUBLIC COMMENT**

**EACH SPEAKER IS LIMITED TO 4 MINUTES.**

*NOTE: This is the time for members of the public who wish to be heard on matters that do not appear on the Agenda. Persons may address the Park & Recreation Commission at this time on any subject within the jurisdiction of the Park and Recreation Commission.*

**F. PRESENTATIONS/ANNOUNCEMENTS:**



## **G. CONSENT AGENDA**

1. February 27, 2024 Parks and Recreation Meeting Minutes  
*Recommendation: By motion approve the Minutes.*
2. Little Leapers Use Agreement  
*Recommendation: Recommend to the City Council approval of a Use Agreement with Little Leapers.*
3. 2024 Recreation Event Calendar and Plan Update  
*Recommendation: For information only.*

## **H. REGULAR AGENDA**

1. Brown Act Training  
*Recommendation: For information only.*
2. Pickleball Court at Howard Park  
*Recommendation: For information and staff direction.*
3. Train Depot Park Update  
*Recommendation: For information only. The City Engineer will provide an overview at your meeting.*
4. Memorial Tree and Bench Program  
*Recommendation: Provide direction to staff to create Memorial Tree and Bench Program.*

## **I. COMMISSION MEMBER REPORTS**

## **J. ADJOURNMENT TO APRIL 23, 2024**

## **ADA COMPLIANCE STATEMENT**

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk, Janice Traverso at 209-274-2412. Notification 24 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.



**PARKS AND RECREATION COMMISSION MEETING MINUTES**

Meeting of Tuesday, February 27, 2024

**Chairman Traxler called the meeting to order at 6:00pm.**

**A. ROLL CALL**

*Commissioners Present:*

Fern Day, Vice Chairman

Demi Wright, Commissioner

Renee Hansen, Commissioner

Dan Traxler, Chairman

Dominic Atlan, Ex- Officio

*Absent:*

Larry Caputo, Commissioner

*Staff Present:*

Salina Mitchell, Recreation Coordinator

Amy Gedney, Interim City Manager

**B. PLEDGE OF ALLEGIANCE**

Chairman Traxler led the Pledge of Allegiance.

**C. APPROVAL OF AGENDA**

Commissioner Wright made motion to approve the Agenda. Agenda was approved by unanimous vote.

AYES: Day, Wright, Hansen, Traxler

NOES:

ABSENT: Caputo

ABSTAIN:

**D. PUBLIC COMMENT**

Lee Lockhart, President of Amador Disc Golf, stated that the one-year Agreement has expired and they would like to renew for a five-year term.

Sarah Silva spoke regarding her appreciation of the Arena and her desire to see updates made and events take place. Sarah mentioned her willingness to volunteer.



**Agenda Item #G1**

Councilmember Atlan read a letter from citizen Debbie McGregor, owner of Main Street Tack. She expressed her thanks for the Arena and her desire for the City to make upgrades and keep it booked as it helps Main Street businesses.

Justin Euby spoke regarding his participation in the disc golf course and his willingness to volunteer with the upkeep of maintenance at the course.

Lee Lockhart of MLYSL (soccer), spoke regarding the review and renewal of the Agreement for the fields. He also expressed concern for the irrigation and maintenance. He would like to discuss further before soccer begins.

Chairman Traxler spoke on behalf of the pickleball community and their desire to play at Howard Park in the existing basketball courts. He asked that we add this item to the next Agenda.

**E. PRESENTATIONS/ANNOUNCEMENTS:**

*None at this time.*

**F. APPROVAL OF MINUTES**

Chairman Dan Traxler made motion to approve the Minutes from the January 30, 2024 Parks & Recreation Meeting. Commissioner Renee Hansen asked that the minutes be more elaborate. Minutes were approved unanimously.

AYES: Hansen, Day, Wright, Traxler

NOES:

ABSENT: Caputo

ABSTAIN:

**G. REGULAR AGENDA**

1. 2024 Recreation Event Calendar and Plan Update\*

*Recommendation: No recommendation at this time.*

*Staff presented a monthly update of on-going efforts and updated commission and the audience of multiple job openings for part time/seasonal positions. Comments of support and suggestions were made.*

2. Purchase & Placement of "Dog Stations" throughout the City.

Commissioner Traxler provided an overview of this item, as it was his request to be on the agenda.



**Agenda Item #G1**

After hearing from the public, and discussion amongst the Commission the following recommendation was made:

*M/S Hansen/Day approval to City Council of the City of Ione to approve the purchase of four new "Dog Stations" to replace the existing ones at our local parks as these have become worn and the replacement bags are hard to find and very costly.*

AYES: Hansen, Day, Traxler, Wright

NOES:

ABSENT: Caputo

ABSTAIN:

3. Re-Introduction of the Adopt-A-Park Program.

*Recommendation: No Recommendation necessary as the Program was approved by Council in 2016.*

*Staff presented information regarding how the program works, answered questions and provided a list of examples of potential park projects ready for immediate adoption.*

**H. CITY COUNCIL MEMBER REPORTS**

Councilmember Atlan took a few moments to explain his role as liaison of the Council.

**I. ADJOURNMENT**

Meeting adjourned at 7:12pm by Chairman Traxler.



**CITY OF IONE**  
**IONE, CA 95640**

**AGENDA ITEM #G2**

**DATE: MARCH 26, 2024**

**TO: PARKS AND RECREATION COMMISSION**

**FROM: SALINA MITCHELL, RECREATION COORDINATOR**

**SUBJECT: USE AGREEMENT FOR GROVER PARK WITH LITTLE LEAPERS**

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**RECOMMENDED ACTION:**

Recommend to City Council the approval of the Agreement between the City of Ione and Little Leapers for use of Grover Park.

**FISCAL IMPACT:**

No substantial fiscal impacts are associated with this Agreement. An annual fee of \$750 will help offset park maintenance costs.

**BACKGROUND:**

Little Leapers is an organization out of Auburn that provides t-ball and soccer instruction to young children. Little Leapers has sold numerous spots to parents within the City of Ione and they need a dedicated place that can accommodate such activity. After much consideration, Grover Park is deemed the most suitable location.

**DISCUSSION:**

Staff has prepared an Agreement between the City and Little Leapers that allows them exclusivity to the backstop and grass area every Saturday from March 23, 2024 – October 26, 2024. Little Leapers will be required to pay an annual use fee in the amount of \$750 to help offset park maintenance costs.

Little Leapers is expected to hold practice at the Park every Saturday from approximately 9:00am to 3:00pm for the duration of the Agreement. They expect to have ten (10) children per hour, along with parents and grandparents, coaches, etc. in attendance. This will result in approximately fifteen cars per hour.

Little Leapers is also being granted permission to place a portable restroom at the park should they choose to do so. Little Leapers will be required to cover all costs associated with a restroom and they will be required to notify staff in writing seven (7) days prior to delivery in advance for guidance on placement. There are two places that would be acceptable for the restroom, one near the trash can at the playground, and one near the backstop.

Little Leapers has expressed their desire to conduct business at Howard Park but as they did not attempt to make arrangements in advance, we are unable to accommodate that request at this time. Mother Lode Youth Soccer League and Amador County Little League West both hold Agreements for the use of those fields and peak season is starting soon for both. The area of “picnic hill” was then requested but as this is a high traffic area in the heart of the park used by the entire community for parties, BBQ’s, etc. and this is a high-volume, re-occurring event that will take place every Saturday for the next seven months, we are also unable to accommodate that request at this time.

**ATTACHMENTS:**

- A. Agreement

## AGREEMENT BETWEEN THE CITY OF IONE AND LITTLE LEAPERS T-BALL AND ITS USE OF GROVER PARK

This is a License Agreement ("Agreement") for the use of Grover Park and is entered into by and between the City of Ione, a California municipal corporation, through its Parks & Recreation Department ("City"), and Little Leapers (Little Leapers).

### RECITALS

**WHEREAS**, the City owns and operates Grover Park; and

**WHEREAS**, Grover Park is located at the center of Walnut, Oak, Cherry and Poplar Street; and

**WHEREAS**, Grover Park has a backstop, flat grassy area and a playground making it the ideal location for toddlers to play t-ball and soccer; and

**WHEREAS**, Little Leapers is an organization that has sold services to the Ione community for toddlers to practice t-ball and soccer; and

**WHEREAS**, Little Leapers needs a place to hold such activities; and

**WHEREAS**, the Little Leapers season runs every Saturday from March 23, 2024 – October 26<sup>th</sup> 2024; and

**WHEREAS**, the City wishes to grant Little Leapers permission to use the backstop, grassy area and immediately surrounding serviceable areas of Grover Park; and

**WHEREAS**, Grover Park does not have a bathroom; and

**WHEREAS**, Little Leapers shall have the first right of refusal of the backstop and grassy area at Grover Park for the duration of the Agreement; and

**NOW, THEREFORE**, in consideration of the above recitals, the mutual covenants herein contained and such other and further consideration as is hereby acknowledged, the parties agree as follows:

### AGREEMENT

#### PARTICIPATING AGENCIES AND DESIGNATED CONTACT PERSONS

<p>City of Ione Representative:</p>   <p>Amy Gedney, Interim City Manager City of Ione #1 Main Street Ione, CA 95640 Tel: (209) 274-2412, Ext. 116</p>	<p>Little Leapers Representative;</p>   <p>Cheyenne Little 8311 Country Club Lane Auburn, CA 95602 Tel: (530) 263-4603</p>
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### 1. Term:

- A. This Agreement will be valid from date of approval through October 26<sup>th</sup>, 2024.
- B. Upon expiration, the terms and conditions will be evaluated by both Parties and the Agreement may be extended for an additional season, dated March 1, 2025 through October 30, 2025.
- C. Should both parties remain satisfied with the Agreement an extension may be granted on an annual basis.
- D. If either party fails to perform any of its obligations under this Agreement when due and called for, that Party shall be in default. Should the defaulting Party fail to cure such default within thirty (30) days of receiving written notice from the non-defaulting Party; the Agreement may be terminated by the non-defaulting Party. Provided, however, that the nature of the default is a non-monetary default, and is the result of a force majeure occurrence, or is otherwise of a nature such that it cannot be fully cured within that thirty (30) day period, the Party in default shall have such additional time as is reasonably necessary to cure the default so long as the Party is proceeding diligently to complete the necessary cure after service of notice by the non-defaulting Party.

### 2. Mutual Covenants:

- A. **The City shall:** Monitor the Park and City facilities to ensure all commitments are being adhered to.
- B. **Little Leapers shall:**

- **Reimbursement.** Little Leapers agrees to pay the City \$750 for maintenance of the backstop, grass area and overall general maintenance of the Park in trade for exclusivity every Saturday for the duration of the Agreement.
- **Operations & Maintenance.** Prior to expiration of the Agreement, on an annual basis, both parties shall negotiate in good faith an appropriate reimbursement in a continuing effort to help the City offset rising operations and maintenance cost associated with the Park.
- **Little Leapers Use.** Functions of the Little Leapers shall be conducted in accordance with applicable laws and City policies, including all OSHA regulations and standards. Little Leapers shall not use the Park, nor permit others to use the Park in a way that will create a hazardous condition.
- **Improvements.** Permission shall be obtained from the City prior to any improvements. Permission to place a porta potty at the sole cost of Little Leapers on-site has been given. Said bathroom must also be maintained on a weekly basis paid for by Little Leapers. A five day notice shall be given prior to the placement of said portable bathroom.
- **Equipment.** Little Leapers shall provide and maintain the necessary equipment for their program at Grover Park. This includes, but is not limited to; sports equipment, goal nets, cones, bathroom facility, etc.
- **Conservation.** Assist Parks and Recreation Department staff to conserve both water and electrical power associated with the facilities.

### 3. Exclusivity & Scheduling:

This is an exclusive Agreement for Little Leapers to use Grover Park every Saturday for the duration of this Agreement. Little Leapers shall request approval from the City for any events that are outside of the agreed upon days.

#### **4. Insurance:**

Little Leapers shall procure and maintain for the duration of this Agreement casualty and general liability insurance in commercially reasonable amounts, or as required by California Law, insuring against claims for injuries to persons or damages to property which may arise from or in connection with Little Leapers use of the City Facilities or performance under this Agreement. The coverage shall in no event be less than \$1,000,000 in primary coverage.

- a. The City, its officers, agents and employees are to be covered as additional insured. The policy shall not contain any special limitations on the scope of protection afforded to the City, its officers, agents and employees.
- b. For any claim related to this Agreement, Little Leapers insurance shall be the primary insurance as it relates to claims made against the City, its officers, officials and employees. Any insurance or self-insurance maintained by the City, its officers, officials or employees shall be excess of Little Leapers insurance and shall not contribute to it.
- c. Little Leapers insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of insurer's liability.
- d. Each insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either Party, reduced in coverage or in limits except after thirty (30) days prior (10 days for non-payment of premium) written notice by certified mail, return receipt requested, has been given to the City. Little Leapers shall also provide the same notice to the City.
- e. Little Leapers shall furnish the City with original endorsements effecting coverage required by this Section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City within thirty (30) days from execution of this Agreement.
- f. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided the City, its officers, agents and employees.

#### **5. Indemnity:**

To the fullest extent permitted by California law, Little Leapers shall defend, indemnify, and hold harmless City, its agents, representatives, officers, consultants, employees, elected officials, and volunteers (the "Indemnified Parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of Agreement, or from any activity, work, or thing done, permitted, or suffered by Little Leapers in the performance of this Agreement, unless caused wholly by the sole negligence or willful misconduct of the Indemnified Parties; and in case any action or proceeding be brought against the City, Little Leapers shall defend the same at Little Leapers' expense.

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## **6. Dispute Resolution:**

If, during the performance of this Agreement, a dispute arises between Little Leapers and the City that cannot be settled by discussions, Little Leapers shall submit a written statement within ten [10] days of the incident giving rise to the dispute to the City. A decision by the City Administrator shall be made to the Little Leapers within seven [7] days, in writing. Little Leapers reserves the right to appeal City Administrator's decision to the City Council. City Council's decision shall be binding and final. Little Leapers and City shall continue to perform Agreement requirements without interruption during the dispute period.

## **7. General Terms and Conditions.**

The terms and conditions contained in this Agreement shall govern and shall take precedence over any different or additional terms and conditions that Little Leapers may have included in any documents attached to or accompanying this Agreement. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by both parties.

### **7.1 Choice of Law, Forum Selection, Entire Agreement and Modifications**

This Agreement shall be construed under California law (without regard for choice-of-law considerations) and the policies and procedures of the City, as amended from time to time. Any action arising out of this Agreement shall be heard by a state court in California. For this purpose, Little Leapers specifically consents to jurisdiction in Amador County. This Agreement constitutes the entire agreement and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral.

### **7.2 Use of City Name or Logo.**

Little Leapers agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the City or the name of any representative of the City in any sales promotion work or advertising, or any form of publicity, without the written permission of the City in each instance.

### **7.3 Terms of Payment.**

Subject to the conditions below, payment shall be made by Little Leapers within twenty (20) days upon City's presentation of an invoice for services rendered pursuant to this Agreement.

### **7.4 Termination.**

The City may terminate this Agreement in whole or in part for Cause upon thirty (30) days written notice if Little Leapers fails to comply with any material term or condition of this Agreement, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Agreement. Late delivery of services, or services that are defective or do not conform to the Agreement shall, without limitation, be causes allowing the City to terminate for cause.

### **7.5 Independent Little Leapers Group.**

Little Leapers shall perform its duties hereunder as an independent Little Leapers and not as an employee of the City. Neither Little Leapers nor any agent or employee of Little Leapers shall be or shall be deemed to be an agent or employee of the City. Little Leapers shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this agreement. Little Leapers acknowledges that Little Leapers and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Little Leapers shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth herein. Little Leapers shall be solely responsible for the acts of Little Leapers, its employees, and agents.

#### **7.6 Non-Waiver.**

No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

#### **7.7 Limitation on City Liability.**

In No Event Shall the City Be Liable for Any Indirect, Consequential, Incidental, Lost Profits or Like Expectancy Damages Arising Out Of The Agreement. The City's Maximum Obligation Under This Agreement Shall Not Exceed \$7,500.

#### **7.8 Affirmative Action, Equal Employment Opportunity, and Targeted Group Business.**

The City is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Little Leapers must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Little Leapers will maintain non-segregated facilities for their employees and not allow their employees to perform services at any segregated facilities under its control. By accepting this Agreement, Little Leapers certifies that it complies with all applicable federal and state laws as well as City policies related to non-discrimination, equal employment opportunity, and affirmative action.

#### **7.9 Compliance with Ordinances and Regulations.**

Little Leapers agrees to abide by all applicable laws and regulations and all rules, notices, prohibitions instructions, or directions posted on any park or trail sign by the City. This includes closures. Little Leapers is not authorized to alter, construct, erect, or remove any structure within a park or on a trail without permission from the City. This includes the physical alteration of structures. Little Leapers agrees to not assemble for the purpose of which, in fact, results in blocking or obstructing the lawful use by any other person of any portion of a park or trail or any structure in a park or on a trail or any position of access or exit to or from any park, trail, structure therein. This includes blocking off entrance drives and parking areas. Little Leapers agrees not to charge admission, collect

fees or payment for any activity, event, service or use of any land or facility in a park or on a trail without permission from the City. This includes charging a fee for the use of parking spaces.

**7.10 Severability.**

If any provision of this Agreement shall be invalid or unenforceable with respect to any party, the remainder of the Agreement, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**7.11 Survivability.**

The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Agreement, including the making of any and all payments hereunder.

**7.12 Notices.**

All notices, requests, or other communications required hereunder shall be sufficient only if given in writing and shall be deemed given only when delivered personally or deposited in the United States mails by certified or registered mail, postage prepaid addressed as follows:

City of Ione  
Attn: City Manager  
P.O. Box 398  
Ione, CA 95640

Little Leapers  
Attn: Cheyenne Little  
8311 Country Club Lane  
Auburn, CA 95602

Such addresses may be changed by either party by written advice as to the new address delivered to the other party at the address provided above.

### **7.13 Multiple Counterparts**

This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Facsimile or electronic signatures shall have the same effect as original signatures.

**IN WITNESS WHEREOF**, the City of Ione, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk; and Little Leapers has caused this Agreement to be executed by its authorized agent.

**CITY OF IONE**

**LITTLE LEAPERS**

By \_\_\_\_\_

Amy Gedney, Interim City Manager

By \_\_\_\_\_

Ashley, Little Leapers

**APPROVED AS TO FORM:**

**By** \_\_\_\_\_

Andy Pinasco, City Attorney

**By** \_\_\_\_\_

Janice Traverso, City Clerk









**CITY OF IONE**  
**IONE, CA 95640**

**AGENDA ITEM #G3**

**DATE: MARCH 26, 2024**

**TO: PARKS AND RECREATION COMMISSION**

**FROM: SALINA MITCHELL, RECREATION COORDINATOR**

**SUBJECT: 2024 PARKS & RECREATION EVENT CALENDAR & PLAN UPDATE**

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**RECOMMENDED ACTION:**

No recommendations at this time.

**FISCAL IMPACT:**

No additional fiscal impacts at this time.

**BACKGROUND:**

Since our last Commission Meeting held on Tuesday, February 27<sup>th</sup>, much progress has been made towards launching our summer programs including the pool and summer youth camp. Progress is also being made towards processing contracts with our shareholders at Howard Park and Grover Park.

**DISCUSSION:**

Staff is currently working to launch the summer pool and youth programs. Staff is also working on activities and classes for adults of all ages.

*Youth Programs:*

1. Summer Youth Leaders and Lifeguards are being interviewed throughout the next few weeks.
2. Summer Youth Camp sign-ups will be announced on-line, on social media, and on Parent Square by Mr. Huss at Ione Elementary starting Tuesday, April 2<sup>nd</sup>.
3. Staff will host an in-person sign-up session for Summer Youth Camp at Ione Elementary on Wednesday, April 8<sup>th</sup>.
4. Swim Lesson sign-ups will be announced on-line and on social media starting Tuesday, April 16<sup>th</sup>.
5. A sponsorship program for youth activities will be announced on Tuesday, April 2<sup>nd</sup>.
6. Camp and pool items will be purchased in the month of April to get the spaces prepared.
7. Staff will be working with Public Works to get the Pool, Snack Shack and EB Hall cleaned up, furniture put together, and everything generally ready for summer.

*Adult Programs:*

8. Staff is in search of a water aerobics instructor.

*Community Activities/Events:*

9. Ione Under the Stars planning on-going. (Re-occurring music night)

*Facilities & Parks:*

10. Pool Beautification will be done by staff unless we receive an application for sponsorship by end of May.

**ATTACHMENTS:**

None

A stylized graphic of a bright yellow sun with rays rising over a green hill. The sun is a large yellow semi-circle, and the rays are thin yellow lines radiating from the top. The hill is a solid green shape at the bottom of the frame.

# California's Sunshine Law: The Ralph M. Brown Act

**Disclaimer:** This presentation is provided as a public record only, and does not, and is not intended, to create an attorney-client relationship. The contents of this presentation are intended to convey general information only and not to provide legal advice or opinions, and should not be construed as, and should not be relied upon for, legal or tax advice in any particular circumstance or fact situation. An attorney should be contacted for advice on specific legal issues.

# The Brown Act

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The Brown Act was enacted in 1953 after a 10-part exposé in the *San Francisco Chronicle* on the lack of transparency in local government, entitled “Your Secret Government”

**San Francisco Chronicle**  
NORTHERN CALIFORNIA'S LARGEST NEWSPAPER

# The Guiding Principle

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The Public's business must be conducted in *public*, with ample opportunity for public participation





# Who is Subject to the Brown Act?

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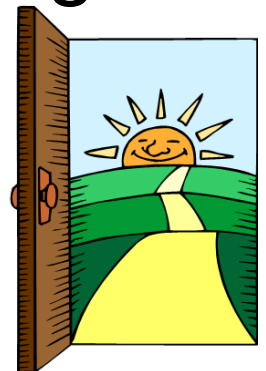
- Any board, commission, committee or other body created by a charter, ordinance, resolution or other formal action of the Board of Supervisors
- Exception: ad hoc committees (other than standing committees) made up of less than a quorum of the body

# The Open Meeting Rule

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THE RULE is that meetings are OPEN to the public; exceptions to the rule are narrowly construed:

“all meetings of the legislative body of a local agency shall be **open** and **public**, and all persons shall be permitted to attend any meeting of the legislative body of a local agency.”





# What is a “Meeting?”

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A meeting occurs whenever a majority of the members of the Board or of a committee come together at the same time or place

- This means:
  - 8 or more members of the Board
  - 3 or more members of a 5-member committee



# Meetings May Be:

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- Formal or informal
- Involve only discussion or action, or both
- In person, or through technology



# Meetings Can Include:

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- Retreats
- Site visits
- Social gatherings or “networking” before or after a noticed meeting



# Unlawful Meetings

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- “Pre-meetings” and “Post-meetings” held without notice to the public
- Serial meetings



# Types of Serial Meetings

- “Chain” meetings: Member A talks to member B, who talks to Member C...



- “Hub-and-Spoke” meetings: A talks to B, then C, then D...



# How Serial Meetings Occur

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- Through technology:

- Text
- Email
- Phones, etc.



- Through staff



# Discussions With Staff

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Staff ***answer questions*** or ***provide information*** to individual Board members ***so long as*** any views or positions expressed by the member are ***not communicated*** to other members of the Board





# What ISN'T a Meeting?

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- Attendance of majority at
  - regional/state/national conference
  - local meeting open to the public
  - social, recreational, ceremonial event not sponsored by or for the body
- Are OK *PROVIDED* no collective discussion of CAB business



# Meetings: Locations and Time

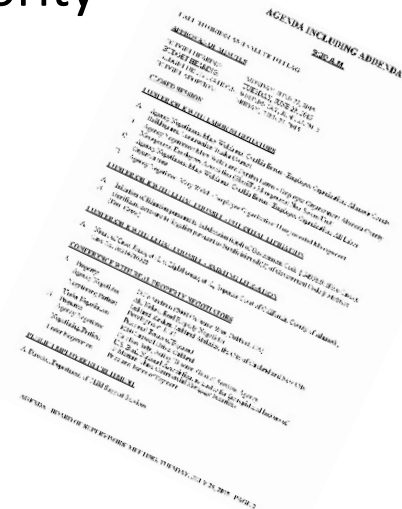
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- Meetings must be held within the City of Lone
- Meetings must occur at a time and location set by ordinance, resolution, or bylaws



# Notice & Agenda Requirements

- Regular meeting agendas must be posted 72 hours in advance of the meeting
- Special meeting agendas require only 24 hours advance notice
- Agendas must describe each item to be considered in enough detail that a person of ordinary intelligence could determine whether the item is of interest
- Agenda items must concern matters within the Board's jurisdiction and authority



# Why Does It Matter?

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A body subject to the Brown Act *may not discuss* and *may not act* on items not on the agenda or that are beyond the reasonable scope of the agenda description



# Very Limited Exceptions

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- Public health/safety emergency
  - Immediate need to avoid serious injury to public interest



- An item continued from previous agenda *and* that last meeting was within the last 5 days

# These Don't Need to be On the Agenda

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- Commendations
- Announcements
- Request to agendize future items
- Limited follow-up to general public comment, to provide information or direction to staff



# COVID-19 Impacts (cont.)

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- Teleconferenced meetings must allow the public to observe & provide public comment electronically. Notices and agendas must:
  - be posted in accordance with Brown Act timelines
  - state how the public can observe the meeting and submit comments
  - Include a process for making and resolving requests for reasonable accommodations under the Americans with Disabilities Act (ADA)



# Rights of the Public

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## ACCESS TO MEETINGS

- To have meetings open and public with limited exceptions
- To have access to all agendas of public meetings and documents distributed to the Legislative Body members
- To audio/video record the meetings and to inspect any recordings of the meetings made by the agency.
- To attend without any condition precedent (e.g., cannot mandate that attendees register)



# Rights of the Public

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## PARTICIPATION IN MEETINGS

The public has the right to address the Board at any regular or special meeting on any item on the agenda, ***before conclusion of the discussion or the Board takes action***

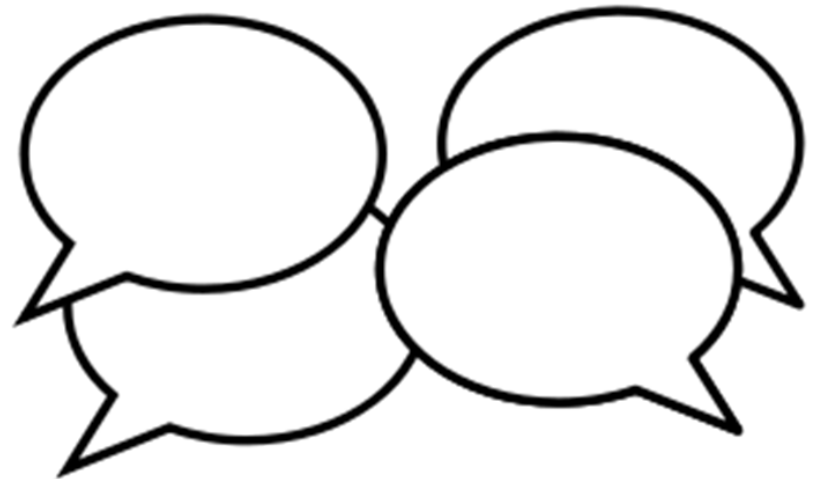




# Types of Public Comment

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- Specific: Concerning an item on the agenda, at the time of consideration
- General: Any item within the Board's subject-jurisdiction





# Specific Public Comment

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- Any agenda item – discussion or action
- Must occur before
  - conclusion of consideration of item (discussion item); or
  - action taken (action item)

1. =

2. =



# General Public Comment

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- May occur at any time in the meeting, at the discretion of the Chair/Board majority
- Is limited to matters within scope of Board's jurisdiction, even if not on the agenda
- Members may not discuss or respond substantively
- Not required at special meetings

# Rights of the Speaker

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- Right to equal time
- Right to criticize policy body, its members, and its staff



# Limits on Public Comment

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- “Up to” four minutes on an item
- Reasonable limit on total public comment time on an item
- No right to a response from policy body or its members



# Controlling Unruly Speakers

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- Board Chair can impose reasonable time, place, and manner restrictions on public participation
- Unruly speakers may be excluded from the forum if necessary to allow business to continue



# Closed Session

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Meetings must be open to the public *unless* the Brown Act specifically authorizes the Board to meet in “closed session”

It is VERY unlikely that the CAB will ever have any closed session matters; any plans to hold a closed session can be discussed with office of the county counsel prior to being placed on an agenda.

Example Topics:

- Personnel
- Litigation
- Labor Negotiations
- Real Estate Negotiations



# Closed Sessions

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- Closed sessions are limited to a few specified circumstances and fact specific
- Standard is NOT whether the subject matter is sensitive, embarrassing, controversial or 'private'
- Only Board members and necessary support staff can be present in closed session



# Criminal Penalties

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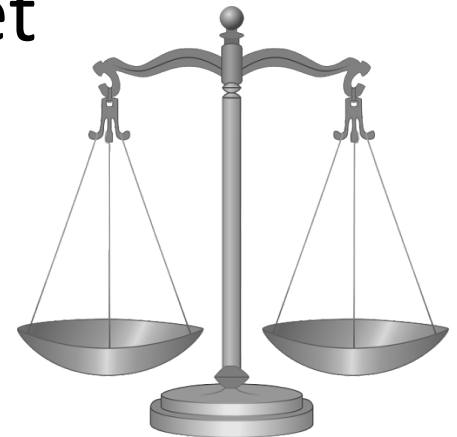
- Disclosure of closed session discussion
- Willful violation of Brown Act
  - Action taken in violation of Brown Act
  - Member intends to deprive the public of information to which the public is entitled



# Additional Penalties

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- Voiding of action taken in violation of Brown Act
- Injunction or declaratory relief to stop or prevent violations of Brown Act
- Prevailing plaintiff may get attorneys' fees and costs



# Meeting Process

## Simple Parliamentary Procedures Cheat Sheet

(Adapted from *Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21<sup>st</sup> Century*)

### Meeting Basics

Establish a quorum

Call meeting to order

Move through agenda

Adjourn meeting

### Motions 101

#### Basic Motions

- Basic motion on agenda item
- Motion to amend
- Substitute motion

#### Meeting Motions

- Motion to adjourn
- Motion to recess
- Motion to fix the time to adjourn
- Motion to table

#### Super Majority Motions

- Motion to limit debate
- Motion to close nominations
- Motion to object to the consideration of a question
- Motion to suspend the rules

A motion can be made and seconded by any member.

### Agenda Item Discussions

1. **Announce Agenda Item:** Chair clearly states agenda item number and subject.
2. **Reports and Recommendations:** Relevant speaker gives report and provides recommendations.
3. **Questions and Answers:** Technical questions from members are asked and addressed.
4. **Public Comment:** Chair allows public comment and input under the terms of the Board's policy for such comment.
5. **Motions and Action Items:**
  - a. **Motions Introduced:** Chair invites motion from body, and announces name of member introducing motion.
  - b. **Seconds:** If motion is seconded, Chair announces name of seconding member.
  - c. **Motions Clarified:** Seconded motion is clarified by maker of motion, Chair, or secretary/clerk.
  - d. **Amendments and Substitutions:** Other members may propose amended or substitute motions.
  - e. **Discussion and Vote:** Members discuss motion. Chair announces that vote will occur. Members vote on the last motion on the floor (a substitute motion) first, and if that does not pass, vote on the next-to-last motion, and so on.
  - f. **Ayes and Nays:** Chair takes vote by asking for "ayes," "nays," or "abstentions." Unless super majority required, simple majority determines whether motion passes.
  - g. **Results and Actions:** Chair announces result of vote and action the body has taken. Names of dissenters should be announced as well. *Example: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring 10 days' notice for all future meetings of this governing body."*
6. **Repeat:** Begin process again with next agenda item.

QUESTIONS?





**CITY OF IONE**  
**IONE, CA 95640**

**Agenda Item #H2**

**DATE: MARCH 5, 2024**

**TO: PARKS AND RECREATION COMMISSION**

**FROM: AMY GEDNEY, INTERIM CITY MANAGER**

**SUBJECT: PICKLEBALL COURT AT HOWARD PARK**

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**RECOMMENDED ACTION:**

For information and staff direction.

**FISCAL IMPACT:**

**BACKGROUND:**

For some time, the idea of converting the current basketball/tennis courts at Howard Park into pickleball courts has been brought up. There are currently square tiles on the court that limit the ability to play pickleball on that surface.

**DISCUSSION:**

Enclosed are two estimates for removal of the tiles and resurfacing the courts.

	<b>Estimate</b>	<b>Contingency 15%</b>	<b>TOTAL</b>
<b>Estimate: KYA</b>	\$88,187	\$13,228	\$101,415
<b>Estimate: AllSport</b>	129,880	\$19,482	\$149,362

While these are a bit preliminary, staff recommends that the Parks and Recreation Commission recommend to the Council that a pickleball court be included as a capital improvement at Howard Park and be included in the 2024-2025 Budget for construction in the Fall of 2024.

**ATTACHMENTS:**

- A. KYA Estimate
- B. AllSport America Estimate



Date: 2/28/2024

KYA Proposal# P-0100932

Proposal Prepared for: Amy Gedney  
City of Lone  
Charles Howard Park  
600 S Church Steet, Lone, CA 95640

Re: Charles Howard Park – Tennis/Pickleball Court Resurfacing

### Scope of Work

**\$ 88,187.08**

1. Remove and dispose approximately 13600sf of existing resilient tile playing surface.
2. Pressure wash existing concrete surface.
3. Flood test to check for ponding water remaining that is deep enough to cover a 5 cent coin.
4. Correct ponding using a patch mix consisting of Novabond, 50-mesh silica and type 1 Portland cement. Grind any rough areas after completion.
5. Repair any cracks or holes using the same method as for depressions.
6. Apply one coat of WB100 water-based epoxy to entire surface. (13600 sf)
7. Within 72 hours of epoxy application, inspect surface, repair defects, scrape surface and remove lumps.
8. Apply 2 coats of Novacrylic Novaplay (colors to be determined by owner)
9. Paint game lines with Novatex textured Line Paint. (2 tennis and 2 pickleball within tennis courts)

#### MAIN OFFICE AND GALLERY SHOWROOM

1800 E McFadden Avenue  
Santa Ana, CA 92705  
 714-659-6477 714-581-9967

#### KYA NORTH

3235 Sunrise Blvd. Suite 4  
Rancho Cordova, CA 95742  
 916-407-2855 916-282-1304

#### KYA BAY

6400 Village Parkway, Ste 202  
Dublin, CA 94568  
 925-644-6446

[info@theKYAgroup.com](mailto:info@theKYAgroup.com)  
 [www.theKYAgroup.com](http://www.theKYAgroup.com)  
 @KYAConnect



## Qualifications

1. Site conditions to be prepared and ready to mobilize by others.
2. Area must have access for equipment, water, power, and restrooms.
3. Any deviations from the estimate or written scope of work will result in a change order.
4. Price valid for 30 days
5. Priced per CMAS

## Exclusions

1. Move-In Clause: This quote is based on one move-in. Price based on all areas being available prior to mobilization. Additional cost for mobilization will be at \$2,500 / ea.
2. Handling of any hazardous materials
3. Repairs to existing concrete (conditions are unforeseen due to existing tile)
4. Adjustment of underground utility covers and/or any work associated thereof is excluded.
5. Weekend work and/or Night Work is excluded.
6. Replacing, repairs or modifications to any athletic equipment, (i.e., posts and nets. )
7. DSA Upgrades or permits acquiring.

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Santa Ana, CA 92705  
 714-659-6477  714-581-9967

### KYA NORTH

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Rancho Cordova, CA 95742  
 916-407-2855  916-282-1304

### KYA BAY

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 [info@theKYAgroup.com](mailto:info@theKYAgroup.com)  
 [www.theKYAgroup.com](http://www.theKYAgroup.com)  
 @KYAConnect





### Preliminary Construction Schedule

<i>Board Meeting / NTP</i>			
<i>Submittal</i>	2 weeks		
<i>Submittal Review</i>	2 weeks		
<i>Material Lead Time</i>	6-8 weeks		
<i>Installation / Construction</i>	6 weeks		
<i>Substantial Completion</i>	4 weeks		

Signature of Acceptance of Proposal:

Print:

Date:

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 @KYAConnect





DATE: 2/22/2024

PROJECT: Charles Howard Park Tile Replacement – Upgrade to SportGame PB Tennis/Pickleball

LOCATION: Ione, CA

CONTACT: Dan Traxler

PREPARED BY: BARRETT PARK, ALLSPORT AMERICA

## Scope of Work

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To remove the 108' x 116' basketball court surface, load into dumpster, and have hauled away / disposal fees, installation of brand new 108 x 116 SportGame Pickleball Court surfacing, striping for both tennis and pickleball, sales tax, freight from SLC, delivery, and installation.

SportGame PB – Official Modular Surface of USA Pickleball

<https://usapickleball.org/news/usap-inks-agreement-with-sport-court/>

## Total Sport Court Project Pricing

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\$129,880

## RESPONSIBILITIES OF OWNER

- Provide access to court.
- Provide access to water and electricity.
- Provide a staging area for materials and equipment.

**RESOURCES:** <https://www.allsportamerica.com/>  
<https://www.allsportamerica.com/tennis/tennis-courts/>  
<https://www.allsportamerica.com/tennis/pickleball-courts/>

AllSport America Inc | President  
Sport Court® Northern California  
Cushion Courts

[barrett@allsportamerica.com](mailto:barrett@allsportamerica.com)

925-766-6820 (mobile)

925-932-4108 (office)





**CITY OF IONE**  
**IONE, CA 95640**

**Agenda Item #H4**

**DATE: MARCH 26, 2024**

**TO: PARKS AND RECREATION COMMISSION**

**FROM: AMY GEDNEY, INTERIM CITY MANAGER**

**SUBJECT: MEMORIAL TREE AND BENCH PROGRAM**

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**RECOMMENDED ACTION:**

Provide direction to staff to create Memorial Tree and Bench Program.

**FISCAL IMPACT:**

These are to be determined.

**BACKGROUND:**

Mayor LaFayne and Vice Mayor Wratten requested that this item be placed on the agenda.

**DISCUSSION:**

Attached is Mayor LaFayne's initial memorandum regarding a memorial bench/tree program. Staff believes this is a good idea to establish standards and concurs with Mayor LaFayne's items listed in the memorandum. Below are some concerns identified by staff.

1. The trees that are lost in the park are hazard trees and the area is over populated and needs thinning out to maintain a healthy environment for the park, along with the Fire safety hazard (High Severity Zones and the loss of fire insurance issues) we must be careful , most of the trees that have fallen were saplings or suckers that were causing heavy brush build up and taking water from the healthier trees.
2. We need to consider a horticulturist or the Amador county Master Gardeners for input on the type of tree for the area of the city it is to be planted due to our climate and variations in soil, and the lack of water.
3. The Benches are a great idea and well needed, but will require cement bases and a review for ADA access.
4. Will there be a fund or a longevity grant set up for the upkeep and maintenance and to address vandalism and graffiti that occurs regularly?
5. I like the school involvement - we need to check with both principals to ensure they will agree to participate.

6. Once these benches and trees are established a long-term plan must be in place to cover the life time cost of the projects.

Staff is requesting direction from the Parks and Recreation Commission.

**ATTACHMENTS:**

- A. Email from Mayor LaFayne
- B. Attachment from Mayor LaFayne

**Amy Gedney**

---

**Subject:** FW: Memorial Bench & Tree Program

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**From:** Alison LaFayne <[alafayne@ione-ca.com](mailto:alafayne@ione-ca.com)>  
**Sent:** Tuesday, February 27, 2024 12:20 PM  
**To:** Ken Mackey <[Kmackey@ione-ca.com](mailto:Kmackey@ione-ca.com)>; Amy Gedney <[agedney@ione-ca.com](mailto:agedney@ione-ca.com)>  
**Subject:** Re: Memorial Bench & Tree Program

I can send you more information later this afternoon.

---

**From:** Ken Mackey <[Kmackey@ione-ca.com](mailto:Kmackey@ione-ca.com)>  
**Sent:** Tuesday, February 27, 2024 12:18:45 PM  
**To:** Amy Gedney <[agedney@ione-ca.com](mailto:agedney@ione-ca.com)>; Alison LaFayne <[alafayne@ione-ca.com](mailto:alafayne@ione-ca.com)>  
**Subject:** Re: Memorial Bench & Tree Program

Yes I would be happy to, is there any additional plans that I can look at , nothing is attached to my email

Ken

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**From:** Amy Gedney <[agedney@ione-ca.com](mailto:agedney@ione-ca.com)>  
**Sent:** Tuesday, February 27, 2024 11:08 AM  
**To:** Alison LaFayne <[alafayne@ione-ca.com](mailto:alafayne@ione-ca.com)>  
**Cc:** Ken Mackey <[Kmackey@ione-ca.com](mailto:Kmackey@ione-ca.com)>  
**Subject:** RE: Memorial Bench & Tree Program

Thanks. This looks good and a good idea to have the standards. Ken, can you look this over and provide any input- particularly looking at maintenance etc.

---

**From:** Alison LaFayne <[alafayne@ione-ca.com](mailto:alafayne@ione-ca.com)>  
**Sent:** Tuesday, February 27, 2024 10:25 AM  
**To:** Amy Gedney <[agedney@ione-ca.com](mailto:agedney@ione-ca.com)>; Diane Wratten <[dwratten@ione-ca.com](mailto:dwratten@ione-ca.com)>; [apinasco@neumiller.com](mailto:apinasco@neumiller.com); Dan Traxler <[dtraxler@ione-ca.com](mailto:dtraxler@ione-ca.com)>; Fern Day <[fday@ione-ca.com](mailto:fday@ione-ca.com)>  
**Subject:** Memorial Bench & Tree Program

Good morning everyone,

Over the past few months, myself and others have been helping the Owen Family with various issues victims of crime find themselves up against. During this time they expressed interest in a memorial

bench. Things went back and forth on location and emotions were high. A location was also difficult for everyone to agree on. Plus, they didn't know how to begin.

Remembering the last proposal for a bench, prompted the attached. I've added a bit more to the concept that could also be of benefit to our Parks.

At our last council meeting discussion was had on how councilmembers could place items on future agendas. We requested the city's protocol manual. In the manual it states the mayor has the authority as well as two council members together at a convened meeting.

I would like this set for the March agenda with a resolution for signature, and then put on the Park & Recreation March Agenda. Once council approves the policy, the Commissioners have full authority to approve an application.

This is a draft and most likely need staff input and possibly collaboration between commissioners to finalize the program.

Thank you, Alison

DRAFT

February 23, 2024

VIA Email Transmission

TO: Amy Gedney, Interim City Manager

CC: Diane Wratten, Vice Mayor  
Andy Pinasco, City Attorney  
Dan Traxler, Chair of Parks & Recreation  
Fern Day, Vice Chair Parks & Recreation

From: Alison Lafayne, Mayor

Requested Agenda Item: Adopting a Memorial Bench & Tree Dedication Policy and Program  
March 5, 2024 Meeting-Resolution

### **General Information**

In recent years, the City of Lone has been approached by citizens with a request to place memorial dedication benches to honor loved ones within the City's parks and open space. As such, my suggestion is for the City to establish an informal policy, to include procedures to guide and assist citizens and streamline the process using an approved application. In addition to a bench, I'd like to also suggest the option of including a memorial tree or a stand-alone tree dedicated without a bench.

Our parks lose hundreds of trees per year, and little to none are replaced. Creating a program for both could put a small dent in the loss and would serve to beautify our parks while memorializing community loved ones.

There are several online options available for memorial benches constructed with material that would withstand the outdoor elements, or use a local contractor is also an option. Although cost could be an issue for some. The state program "California Releaf" is a resource the City could consider for tree choices. In addition to guidance with tree choices, planting, maintenance, and care, they also have numerous grant programs to assist in Park preservation, curriculum programs for elementary students to plant trees and more. The Sacramento Tree Foundation currently has an elementary school program called Seed to Seedling. Their curriculum for K6 students includes starting oak tree acorns to a seedling, then they are sent to a nursery, and later planted. It may be something to also consider having our Parks & Recreation program to include a mini children's nature program. Some kids want to be scientist, or future biologist and don't participate in sports.

<http://treetopproducts.com>

<http://pollyproducts.com>

<http://theparkcatalog.com>

<http://californiareleaf.org>

## **Review Process**

Applications would be received and reviewed by the City's Public Works Department consistent with guidelines and specifications to be determined. If approved, the application will be forwarded for review and final consideration to the Parks & Recreation Commission. Once a resolution is passed by City Council, there is no need for further approval. The applicant will be notified of the time and date of the Parks & Recreation meeting.

## **Memorial Bench Specifications**

TBD. All benches and plaques should be consistent in nature, of good quality and made of material that can withstand the outdoor elements. (the links above include choices) The Memorial bench or plaque may require replacement in 15-20 years. If the donated bench or plaque needs replacement, the City will attempt to locate the donor family to see if they wish to pay the replacement costs or the site may be made available for another donor, if they do not wish to pay the replacement costs.

## **Memorial Tree Specifications**

TBD for Zone 9. (consult with arborist) Offer 3 choices.

## **Location**

Applicant may request a specific location but final determination will be made by the City dependent upon various factors including accessibility, maintenance, and care. The City would retain the right to relocate a bench at any time and would contact the donor to discuss alternatives. The City has the final decision.

## **Application Content**

The application should include a detailed description of the memorial bench or tree. Questions should be discussed as to who places the bench or plants the tree. Who prepares ground, who is in charge of ongoing maintenance and care. If either are damaged, who is responsibility for repair or replacement.

Having benches throughout the City provide a place to slow down, enjoy the outdoors and visit with friends and family. The applicant would be responsible for the cost, and all maintenance and care and outlined in the policy and identified on the application.

Obviously this is the starting point and the final result would be established in collaboration with all members of Parks & Recreation and final approval of the policy by City Council.