

**ORANGEVALE RECREATION & PARK DISTRICT  
BOARD OF DIRECTORS MEETING  
THURSDAY, JULY 9, 2020**

**REGULAR MEETING 6:30 PM**

**LOCATION:  
6826 Hazel Ave.  
Orangevale, CA 95662**

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

**1. CALL TO ORDER**

**2. ROLL**

**3. PLEDGE OF ALLEGIANCE**

**4. APPROVAL OF AGENDA**

**5. PUBLIC DISCUSSION**

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

**6. MINUTES**

a. Approval of minutes of the Regular Meeting June 11, 2020 (pg 1-9)

**7. CORRESPONDENCE**

a. Confidential envelope – Attorney billing May 2020

**8. CONSENT CALENDAR: Reading/Opportunity to Pull Items for Discussion/Board Action**

Consent items are considered routine and are intended to be acted upon in one motion, without discussion. During this portion of the meeting, the Consent Calendar will be read aloud. Prior to approval, the Chairperson will give the Board, staff, and public the opportunity to pull any item for discussion. The remaining Calendar will be acted upon. Any pulled items will then be heard and acted upon individually.

**8.1 CONSENT MATTERS GENERAL FUND**

**8.2 OLLAD CONSENT MATTERS**

**8.3 KENNETH GROVE CONSENT MATTERS**

**9. NON-CONSENT MATTERS GENERAL FUND**

**10. STANDING COMMITTEE REPORTS**

a. Administration & Finance

b. Maintenance & Operation – Recap of the June 26, 2020 meeting (pg 10)

c. Recreation Committee

d. Personnel & Policy

e. Government

f. Planning Committee

g. Trails Committee

h. Ad Hoc – Recap of the June 17, 2020 meeting (pg 11)

**11. ADMINISTRATOR'S REPORT**

- a. Monthly Activity Report – June 2020 (pg 12-16)
- b. Report on Electric Greenway Trail – (verbal)
- c. Finance Committee Meeting – Scheduled for Friday, August 7<sup>th</sup> at 8:30 a.m.

**12. UNFINISHED BUSINESS**

**13. NEW BUSINESS**

- a. Approval of the Agreement with Frank Babcock and Terror in the Night Halloween Productions to hold the Cementarium Haunted House at the Orangevale Community Center Park from October 9 thru November 7, 2020 (pg 17-33)
- b. Public Hearing: Ordinance 20-05-004, Ordinance Amending Ordinance 18-11-003 to Add a Procedure for Tree Trimming, to the Ordinance Regulating Encroachments upon District Property to be Included in the Ordinance Code of the Orangevale Recreation and Park District (pg 34-43)
- c. Answers to Questions regarding the Citrus Heights Water District Annexation Project for Streng Avenue Park (verbal)

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

**15. ITEMS FOR NEXT AGENDA**

**16. CLOSED SESSION**

- a. Closed Session pursuant to Government Code Section 54956.8  
Conference with Real Property Negotiators  
Property: 5960 Snipes Blvd., Orangevale, CA 95662  
Agency Negotiator: Greg Foell  
Negotiating Parties: Wanda Drinkwine  
Under Negotiation: Price and Terms

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

**18. ADJOURNMENT**

**NOTICE:**

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

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

Directors can be reached at: [director@ovparks.com](mailto:director@ovparks.com)

Manie Meraz

Mike Stickney

Sharon Brunberg

Lisa Montes

Erica Swenson

# ORANGEVALE RECREATION & PARK DISTRICT

## Minutes of Meeting of Board of Directors June 11, 2020

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on June 11, 2020 at the District Office. Director Stickney called the meeting to order at 6:37 p.m.

Directors present: Stickney, Swenson, Meraz, Brunberg, Montes  
Directors absent: None  
Staff present: Greg Foell, District Administrator  
Jennifer Von Aesch, Finance/HR Superintendent  
Horacio Oropeza, Park Superintendent  
Jason Bain, Recreation Supervisor  
Melyssa Woodford, Admin. Services Supervisor  
Nadia Roberts, Recreation Coordinator

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was conducted.
  
4. **APPROVAL OF AGENDA**  
**MOTION #1** On a motion by Director Brunberg, seconded by Director Montes, the agenda was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz, and Montes voting Aye. There were no Nays or Abstentions.
  
5. **PUBLIC DISCUSSION** Director Stickney opened public discussion. Orangevale resident John Wilson requested OVparks revisit the opportunity to purchase the property at 5690 Snipes Blvd. which is surrounded by OVpark property. He does not have any financial interest in the sale of this property. In previous discussions the seller was asking \$700k for the property. John Wilson indicated that the owner is currently willing to sell the property for approximately \$500k. Admin Foell is willing to contact the owner to discuss the possibility of purchasing this property and present any details at the next Board Meeting.
  
6. **MINUTES**  
**MOTION #2** a) Approval of Minutes of May 14, 2020 (pg 1-10): On a motion by Director Brunberg seconded by Director Stickney, the minutes were approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions.
  
7. **CORRESPONDENCE**  
**MOTION #3** a) Confidential Envelope – Attorney Billing April 2020: On a motion by Director Meraz, seconded by Director Brunberg, the attorney billing was approved by a vote of 3-0-2 with Directors

Stickney, Brunberg, and Meraz voting Aye. There were no Nays. Directors Swenson and Montes Abstained.

- b) LAFCO - Citrus Heights Water District Annexation Project for Streng Avenue Park (pg 11-15): Admin Foell contacted Orangevale Water and Citrus Heights Water and determined Streng Avenue Park property is in Citrus Heights Water District jurisdiction. Admin Foell has submitted several questions regarding the annexation project to the Citrus Heights Water District consultant and is awaiting response. Inquiry submitted include: What authority allows the Citrus Heights Water District to charge the annexation fee? Why wasn't the property annexed originally? Why can Citrus Heights Water charge OVparks to annex? Can the fees be waived since we are a park district? Will demand charges and annual fee be charged? Admin Foell will provide an update at the July BOD meeting.

**8. CONSENT CALENDAR**  
**MOTION #4**

- a) On a motion by Director Brunberg, seconded by Director Meraz, the consent calendar was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz and Montes voting Aye. There were no Nays or Abstentions.

**8.1. CONSENT MATTERS GENERAL FUND**

- a) Ratification of Claims for May 2020 (pg 16)
- b) Budget Status Report for May 2020 (pg 17-19)
- c) Revenue Report for May 2020 (pg 20)

**8.2. OLLAD CONSENT MATTERS**

- a) Ratification of Claims for May 2020 (pg 21-22)
- b) Budget Status Report for May 2020 (pg 23-24)

**8.3. KENNETH GROVE CONSENT MATTERS**

- a) Ratification of Claims for May 2020 (pg 25)
- b) Budget Status Report for May 2020 (pg 26)

**9. NON-CONSENT MATTERS GENERAL FUND**  
**MOTION #5**

- a) Ratification of Claims for May 2020 (pg 27): On a motion by Director Brunberg, seconded by Director Stickney, the Ratification of Claims for May 2020 was approved by a vote of 4-0-1 with Directors Stickney, Swenson, Brunberg, and Meraz, voting Aye. There were no Nays. Director Montes Abstained.

**10. STANDING COMMITTEE REPORTS**

- a) Administration and Finance: Recap of the June 3, 2020 meeting (pg 28-29): Admin Foell summarized the budget deficit due to the COVID-19 district closure. Nearly \$300k of net revenue loss has been accrued since the OVparks district closure on March 15, 2020. Refunds have been issued for all contract classes, special events, facility rentals, as well as any swim team registrants requesting a refund. Beginning shortly, public pools can open with adherence to social distancing. OVparks is waiting for

clarification from the State of California and Sacramento County Environmental Management Department regarding swim lessons and public swim guidelines and restrictions. Pool rentals are not permitted due to the restriction to prohibit gathering in large groups. Tigersharks swim team will meet in a training capacity without swim meets if it is feasible to run the program for the 2020 season. A Lifeguard Training class will be held next week to prepare for staffing of any swim programming. An additional \$100k deficit is associated with the acquisition of the Regency Baptist Church property and the Escallonia properties. Looking at expense reduction opportunities with an estimated \$400k in revenue loss this year. Next years estimated revenue loss is difficult to determine as it will be subject to ability to reopen programming and regain enrollment. Currently revenue loss for next year is anticipated to be approximately \$200k. The Finance committee has discussed and is recommending the implementation of a one day per month furlough for full time staff beginning July 1, 2020 along with a 1% COLA. The situation to be revisited between December 2020 and February 2021 to determine necessity of maintaining the furlough. This allows for consideration of the first installment of property taxes. OVParks budgeted for three percent growth with Sacramento County estimating in the four percent range. Further information is anticipated by August 2020 when final budget is completed. Capital Improvements have been postponed for the General Fund 2020/21 Fiscal Budget except for maintenance on facilities. The OLLAD Budget includes the purchase of a wide area mower and linking the trails at Pecan Park with the installation of a bridge over the creek. Maintenance on parking lots have been postponed for a year. Part time staff positions have been reduced significantly. Two vacant recreation specialist positions and several part time seasonal park maintenance positions will not be filled.

- b) Maintenance and Operation: No report.
- c) Recreation Committee: No report.
- d) Personnel & Policy: No report.
- e) Government: No report.
- f) Planning Committee: No report.
- g) Trails Committee: Trails Committee: No report.
- h) Ad Hoc: Recap of the May 29, 2020 meeting (pg 30): Admin Foell advised that the application deadline for the District Administrator position is Monday, June 15, 2020. Eight applications have been received so far. The deadline could be

extended if necessary, to acquire more applications. Final interviews will be conducted with Board of Directors in closed session at a Board Meeting.

**11. ADMINISTRATOR'S REPORT**

a) Monthly Activity Report – May 2020 (pg 31-33):

Admin Foell advised staff is continuing to complete necessary repairs and maintenance to the new property. A fire inspection is scheduled for Thursday, June 18, 2020. The Fire Inspector has advised that several unpermitted items and code violations have been discovered. OVparks is awaiting further details of exact issues to be addressed.

Park Supt. Oropeza thanked the staff for taking care of the fire breaks, mowing, and irrigation completed. Thank you to Casey Burgess at Final 9 for coordination efforts to repair baskets and maintain the grounds. Final 9 store is not currently open. Admin Foell to contact to discuss Final 9 potential reopening date.

b) Report on Electric Greenway Trail – (verbal): Admin Foell advised escrow is moving forward. One property is very close to closing escrow. Lenders for two other properties have been contacted and are progressing forward.

c) Big Day of Service Report (verbal): Admin Foell advised of a different strategy to accommodate COVID-19 social distancing guidelines. Director Montes advised of potentially completing individual projects with groups of ten or less to will be completed in lieu of the Big Day of Service scheduled for October 2020. The foundation will meet to discuss the new strategy and details to accommodate smaller projects.

d) Report on CARPD Conference (verbal): Admin Foell advised of virtual Zoom meetings mainly concentrating on the COVID 19 issues. The meetings were productive although the information discussed rapidly changed.

e) Maintenance Committee Meeting – Scheduled for Friday, June 26th at 10:00 a.m. (verbal): Admin Foell confirmed availability with committee members.

**12. UNFINISHED BUSINESS**

None discussed.

**13. NEW BUSINESS**

**MOTION #6**

a) Consider Approval of Drive-In Concert Application from Bill Pursell (BP Productions) and Lisa Montes (All Events Management Group) for June 27, 2020 (pg 34-43):

Admin Foell advised of email received regarding similarity of Drive-In Concert to Drive-In Theatres. Recommendation to approve this event.

On a motion by Director Brunberg, seconded by Director Meraz, the Drive-In Concert Application from Bill Pursell (BP

Productions) and Lisa Montes (All Events Management Group) was approved by a vote of 3-0-2 with Directors Stickney, Brunberg, and Meraz voting Aye. There were no Nays. Directors Swenson and Montes Abstained.

**MOTION #7**

b) Approval of Resolution 20-06-645, Resolution Adopting the Orangevale Recreation and Park District Preliminary Budget for Fiscal Year 2020/21 (pg 44-70): Director Stickney advised adjustments can be made to a preliminary budget if warranted. On a motion by Director Brunberg, seconded by Director Montes, the Resolution 20-06-645, Resolution Adopting the Orangevale Recreation and Park District Preliminary Budget for Fiscal Year 2020/21 was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz and Montes voting Aye. There were no Nays or Abstentions.

c) Public Hearing: Orangevale Landscaping and Lighting Assessment District (OLLAD):  
Admin Foell introduced Valerie Flores, sitting in for Susan Barnes, from SCI to answer any technical questions related to this issue. Notice of intent was approved in May 2020. This agenda item is for approval of resolution to levy the fee. Director Stickney advised of public hearing to approve budget and assessment rates for OLLAD and Kenneth Grove assessment district for fiscal year 2020/21. Public Hearings give property owners and residents another opportunity to obtain additional information about the proposed levies and provide input or comments to the District. Admin Foell advised 374A (OLLAD) approximately allocate \$565k in this budget to maintain facilities built by assessment proceeds. Budget is always in balance. Generally, we spend as much as we take in annually. The resources have become critical to the maintenance of the facilities. The general reserve, allocated at the final budget, provides approximately \$311k of funds set aside for emergencies. With no comments from the public, Director Stickney closed the public hearing.

**MOTION #8**

1. Approval of Resolution 20-06-646, Resolution Adopting the Orangevale Landscaping and Lighting Assessment District Preliminary Budget for Fiscal Year 2020/21 (pg 71):

On a motion by Director Brunberg, seconded by Director Meraz, the Resolution 20-06-646, Resolution Adopting the Orangevale Landscaping and Lighting Assessment District Preliminary Budget for Fiscal Year 2020/21 was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz and Montes voting Aye. There were no Nays or Abstentions.

**MOTION #9**

2. Approval of Resolution 20-06-647, Resolution Approving the Engineer's Report, Confirming the Diagram and Assessment, and Ordering the Levy of Assessment for Fiscal Year 2020-21 for the

Orangevale Landscaping and Lighting Assessment District (OLLAD) (pg 72-120):

On a motion by Director Brunberg, seconded by Director Meraz, the Resolution 20-06-647, Resolution Approving the Engineer's Report, Confirming the Diagram and Assessment, and Ordering the Levy of Assessment for Fiscal Year 2020-21 for the Orangevale Landscaping and Lighting Assessment District (OLLAD) was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz and Montes voting Aye. There were no Nays or Abstentions.

- d) Public Hearing: Kenneth Grove Landscaping and Lighting Assessment District: Director Stickney opened the public hearing for discussion. Admin Foell advised of phone call from a resident inquiring of summary put in the paper was difficult to determine the limitations of the assessment. Valerie Flores advised she will attempt to clarify the limitations. With no further comments from the public, Director Stickney closed the public hearing.

**MOTION #10**

1. Approval of Resolution 20-06-648, Resolution Adopting the Kenneth Grove Landscaping and Lighting Assessment District Preliminary Budget for Fiscal Year 2020/21 (pg 121):

On a motion by Director Brunberg, seconded by Director Montes, the Resolution 20-06-648, Resolution Adopting the Kenneth Grove Landscaping and Lighting Assessment District Preliminary Budget for Fiscal Year 2020/21 was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz and Montes voting Aye. There were no Nays or Abstentions.

**MOTION #11**

2. Approval of Resolution 20-06-649, Resolution Confirming the Diagram and Assessment, and Ordering the Levy of Assessment for Fiscal Year 2020-21 for the Kenneth Grove Landscaping and Lighting Assessment District (pg 122-142):

On a motion by Director Brunberg, seconded by Director Montes, the Resolution 20-06-649, Resolution Confirming the Diagram and Assessment, and Ordering the Levy of Assessment for Fiscal Year 2020-21 for the Kenneth Grove Landscaping and Lighting Assessment District was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz and Montes voting Aye. There were no Nays or Abstentions.

**MOTION #12**

- e) Approve the Letter of Engagement from Auditor Larry Bain for the Fiscal 2019/20 Audit in the Amount not to Exceed \$8,900 (pg 143-147):

On a motion by Director Brunberg, seconded by Director Montes, the Letter of Engagement from Auditor Larry Bain for the Fiscal 2019/20 Audit in the Amount not to Exceed \$8,900 was approved by a vote of 5-0-0 with Directors Stickney,



Swenson, Brunberg, Meraz and Montes voting Aye. There were no Nays or Abstentions.

**MOTION #13**

- f) Approval of Resolution 20-06-650, Resolution Amending the District Salary Schedule (pg 148-150): Admin Foell advised of the District salary schedule adjustment of 1% COLA effective July 1, 2020.

On a motion by Director Brunberg, seconded by Director Meraz, the Resolution 20-06-650, Resolution Amending the District Salary Schedule was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz and Montes voting Aye. There were no Nays or Abstentions.

**MOTION #14**

- g) Approval of Resolution 20-06-651, Resolution Allocating Park Development Fees and In-Lieu Fees to District Capital Projects (pg 151): In resolving these accounts, Admin Foell advised no in-lieu fees were utilized this year. Projects included the land purchase fees of approximately \$19k in addition to land acquisition projects fees of approximately \$73k which brought the properties up to standard to include pest control, roofing, etc. Youth center basketball court resurfacing and property irrigation, expanded playground and ADA pathways for a total of \$130,188.88

On a motion by Director Brunberg, seconded by Director Stickney, the Resolution 20-06-651, Resolution Allocating Park Development Fees and In-Lieu Fees to District Capital Projects was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz and Montes voting Aye. There were no Nays or Abstentions.

**MOTION #15**

- h) Approval of Resolution 20-06-652 Proclaiming the Month of July 2020 as Parks Make Life Better Month (pg 152):

On a motion by Director Brunberg, seconded by Director Montes, the Resolution 20-06-652 Proclaiming the Month of July 2020 as Parks Make Life Better Month was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz and Montes voting Aye. There were no Nays or Abstentions.

**MOTION #16**

- i) Approval of the Agreement with Meals on Wheels ACC for the Senior Nutrition Program 2020/21 (pg 153-161): Admin Foell advised of contract renewal with MOW to provide senior meals.

On a motion by Director Brunberg, seconded by Director Montes, the Agreement with Meals on Wheels ACC for the Senior Nutrition Program 2020/21 was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz and Montes voting Aye. There were no Nays or Abstentions.

**MOTION #17**

- j) Consideration for a General Obligation Bond Measure for the November 2020 Election (pg 162-171): Admin Foell extended appreciation to John Isom for his consulting advice on this

subject. A split measure for Prop 13 has potential to be on the ballot. Historically bond measures on the ballot with a Prop 13 measure have failed. In recent polls there has been a 15% shift toward uncertainty in support of bond measures. OVparks Board of Directors discussed the pros and cons of placing the bond measure on the November 2020 ballot. Although the community has been supportive, current fiscal hardships due to the COVID-19 pandemic indicate this may not be the right time to pursue this bond. Consideration was given to costs associated with running an election for a bond measure. Director Stickney voiced concern of waiting potentially another four years to pursue this bond measure which would delay the implementation of Orangevale Community Center Park Master Plan projects.

On a motion by Director Brunberg seconded by Director Montes, to Delay Moving Forward with the General Obligation Bond Measure until a more favorable election cycle was approved by a vote of 3-2-0 with Directors Meraz, Brunberg, & Montes voting Aye. Directors Stickney and Swenson voting Nay. There were no Abstentions.

**14. DIRECTOR AND STAFF COMMENTS**

Admin Foell extended appreciation to the front office staff for continued support in maintaining contact with and providing communication of updates to the community during the COVID-19 District closure. Thank you to Melyssa Woodford for her continual communication with the OVparks vendors and instructors. Jason Bain, Nadia Roberts, and Megan Brennan have been working diligently to prepare for upcoming Rec'ing Crew Day Camp. OVparks lobby remains closed to the public however, office staff is answering incoming phone calls to provide current information to the community. Staff is doing a great job preparing for reopening. The next Board of Directors Meeting is scheduled to be held on July 9, 2020.

Finance/HR Supt. Von Aesch commended Melyssa Woodford, Christina Kelley, and Kathy Harling for such a great job processing the enormous amount of refunds during the COVID-19 District closure and ongoing communications with our community. They have been professional, polite, and patient throughout the closure process.

Admin Services Supervisor Melyssa Woodford advised Sports Camps are scheduled to begin in July 2020 with safety and cleaning guidelines in place to meet COVID-19 requirements.

Recreation Coordinator Nadia Roberts advised the Rec'ing Crew Day Camp is scheduled to begin the first session on June 22, 2020.

**15. ITEMS FOR NEXT AGENDA**

a) LAFCO - Citrus Heights Water District Annexation Project for Streng Avenue Park

b) Report on Electric Greenway Trail – (verbal)

**16. ADJOURNMENT**

**MOTION #18**

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 8:05 p.m. On a motion by Director Brunberg, seconded by Director Montes, the adjournment was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz, and Montes, voting Aye. There were no Nays or Abstentions.

---

Mike Stickney, Chairperson

**ORANGEVALE RECREATION & PARK DISTRICT  
MAINTENANCE COMMITTEE MEETING RECAP  
FRIDAY, JUNE 26, 2020  
10:00 AM**

**LOCATION:  
Orangevale Community Center & Park Tour  
6826 Hazel Avenue  
Orangevale, CA 95662**

1. **CALL TO ORDER** *The meeting was called to order at 10:05 a.m.  
Roll call: Director Swenson, Director Stickney, Administrator Foell, Park Supt. Oropeza*
2. **PUBLIC DISCUSSION**  
Any person may address the committee; however, any matter that requires action will be referred to staff and/or committee/Board of Directors for a report and action at a subsequent meeting.
3. **UNFINISHED BUSINESS**
4. **NEW BUSINESS**
  - A. Orangevale Community Park – Oak & Filbert area  
*The committee observed the new game area (horseshoe, cornhole, & gaga) near the large group picnic structure, the playground, and the bird mitigation wire on the shade structure. One of the spiral slides on the playground has a hole in one section. The part is no longer available, and staff is investigating another slide or feature that could replace the damaged slide. Committee members commented on the how much the bird measures have improved the shade structure.*
  - B. Orangevale Community Park – Disc Golf area  
*The committee walked around the Disc Golf Course noting that several sections of cracked concrete on the pathway needed to be repaired or replaced. They also would like to see the fence at the entrance to the nature area repaired and to trim several trees that could present future hazards to patrons walking along the pathways. It was also suggested that we reduce the water on some of the non-field areas to preserve resources. Future improvement options for the putting area were also discussed.*
  - C. Pecan Park  
*The committee looked at the restrooms and commented that a complete renovation would be preferred but that the District may need to allocate some resources to improve the existing restrooms until that time. An amount of approximately \$30,000 was discussed to complete the limited renovation. The committee recommended allocating resources to purchase some additional plants for the Butterfly Garden. They also supported completing the bridge project to allow patrons to walk the entire loop around the park. It was also noted that a few dead trees should be removed that are close to the walking trails.*
  - D. Maintenance Projects for Fiscal 2020/21  
*Nothing discussed.*
  - E. Discussion of Capital Items for the 2020/21 Budget  
*Nothing Discussed.*
5. **DIRECTOR’S AND STAFF’S COMMENTS**
6. **ITEMS FOR NEXT AGENDA**
7. **ADJOURNMENT** *The meeting was adjourned at 12:35 p.m.*

**ORANGEVALE RECREATION & PARK DISTRICT  
AD HOC COMMITTEE MEETING  
WEDNESDAY, JUNE 17, 2020  
4:30 PM**

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

1. **CALL TO ORDER**    *The meeting was called to order at 4:35 p.m.  
Roll call: Director Stickney, Director Montes, Administrator Foell, Finance/HR Superintendent  
Von Aesch*
  
2. **PUBLIC DISCUSSION**  
*Any person may address the committee; however, any matter that requires action will be referred to staff  
and/or committee/Board of Directors for a report and action at a subsequent meeting.*
  
3. **UNFINISHED BUSINESS**
  
4. **NEW BUSINESS**
  - A. District Administrator Application Review & Candidate Selection for Interviews  
*Administrator Foell lead discussion about the qualifications of the sixteen resumes that were  
received. There was agreement that seven applicants would move on to the interviewing  
process.*
  - B. Interview Questions (First Interview)  
*All questions were read, discussed, and the best questions along with the format to provide applicants  
ample variety to showcase their experience and skills were decided on.*
  - C. District Administrator Interview Format (~8 for 1<sup>st</sup> Interview, 2-3 for 2<sup>nd</sup> w/ Board or 1 Interview with  
Board (3-4 Candidates)  
*After a thorough dialogue, it was determined that a panel of Directors, a peer, and HR staff would  
conduct a first interview and send two or three finalists to the full Board of Directors.*
  - D. Writing exercise and/or presentation or interview only  
*The Directors and staff agreed to have the finalists bring a written sample to present to the Board at  
the second interview.*
  - E. 1<sup>st</sup> Interview Date (June 30, July 1, July 7, 8, 10; July 14, 15, 17, July 21, 22, 24 from 8 a.m. – 4:00  
p.m.) 2<sup>nd</sup> Interview with Board or Board Interview Date (July 9, 16, 23, 30, Aug. 6, 13 at 5:00 p.m.)  
*After considering many dates, it was concluded that the first interviews will be on Monday, July 20,  
2020 with the second interview before a Special Board Meeting on Thursday, July 23, 2020.*
  - F. District Administrator Official Retirement Date – December 31<sup>st</sup>  
New Administrator Anticipated Start Date – October 5<sup>th</sup> 12<sup>th</sup> or 19<sup>th</sup> thru end of year  
*The estimated start date for the new District Administrator is October 19, 2020.*
  
5. **DIRECTOR'S AND STAFF'S COMMENTS**
  
6. **ITEMS FOR NEXT AGENDA**
  
7. **ADJOURNMENT**    *The meeting was adjourned at 6:25 p.m.*

# STAFF REPORT



DATE: 7-9-20

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: MONTHLY ACTIVITY REPORT – JUNE 2020

---

## ADMINISTRATION

- Administrator Foell, Directors Stickney and Brunberg, Superintendent's Oropeza and Von Aesch participated in the Finance Committee Meeting on June 3<sup>rd</sup>.
- The Drive-In Concert special event was cancelled due to the short marketing window and low enrollment.
- Administrator Foell participated in an Orangevale Community Council Zoom meeting.
- OVparks staff held Zoom staff meetings throughout the month.
- Administrator Foell participated in four Sacramento Area Park Managers Zoom meetings to discuss impacts of COVID 19 and re-opening strategies.
- Admin. Foell participated in two Zoom meeting with the CARPD District Managers.
- The District held a safety meeting with staff social distancing and over Zoom.
- The Ad Hoc Committee for the District Administrator recruitment process met including Admin. Foell, Directors Stickney and Montes, and Supt. Von Aesch on June 17<sup>th</sup>. Seven candidates were selected to move on to the interview process.
- Admin. Foell attended a Government Technology webinar on June 19<sup>th</sup>.
- Admin. Foell participated in a Zoom meeting with consultant David Dickerson regarding an update to the District's website.
- Admin. Foell, Supt. Oropeza, and Directors Stickney and Swenson held a Maintenance Committee meeting on June 26<sup>th</sup>.

## RECREATION

The Recreation Staff has been working hard to try and get programming started for the summer. We started Rec'ing Crew day camp and Wiggles & Giggles on June 22<sup>nd</sup>. There were many new protocols implemented to make sure they were able to start safely. We were able to complete the Lifeguard Training class with 8 students. Jazzercise has been started. They are currently holding class outside in the parking lot. We are looking to start many more programs in July:

Swim Lessons, TigerSharks training, Aikido, Tai Chi, Baby Ballet, Pre Ballet, NAA Air Attack Flag Football Camp, NAA High Spirit Cheer & Dance Camp, NAA RSVP Camp, Basic Life Support classes, Kayaking Parent Gym, Tot Gym, Kinder Gym, Babysitting Classes, Pediatric CPR & First Aid

Getting these classes ready to start up again has taken a lot of work getting everything set to become Covid-19 ready. Here is a list of many of the things that had to be done to get us to this point of reopening:

- Maintained contact with all instructors during closure to understand new expectations and to begin programming as soon as their programs are able due to current guidelines
- Proper safety awareness signage throughout all facilities
- PPE supplies & protocol for all staff
- PPE protocol for all programming
- Health screenings (verbal)
- Daily sign in for tracking
- Disinfecting protocol before & after each program
- Updated program waivers implemented by insurance

- Each facility has the proper disinfecting cleaner and towels, with clean & dirty separation
- All instructors have been kept updated on all new procedures and are aware of all locations of new disinfecting products
- Hand sanitizer unit at each facility
- Special accommodation waivers for each program for individuals that cannot use full PPE
- Social Distancing and masks in place as mandated
- Lower program size to fit the proper guidelines depending on location
- Reorganized each program online, in the system & with staff to ensure proper enrollment
- Worked with the Grange Hall to ensure opening programs is safe at all outside OVparks locations
- Updated our website to reflect all adjustments and program offerings
- Updated staff on all safety concern responses per program as well as personal concerns and protocol in case of any issue.
- Staffed accordingly for reopening and proper cleaning procedures
- Implemented extra disinfecting throughout the workplace and in high traffic areas
- Began virtual programs to offer to our community that is not ready for in person programming
- Created and sent active adult mailers to reach out with safety information, mind games, and ability to receive a mask if needed. A community member Arlene made 100 masks for staff and our active adult community in need
- Redirected our onsite MOW clients to at home meals until it is safe to meet in person
- Continue outreach to our active adult community with new updates (scams, safety, and general information) via contact with through email, phone, or mail to maintain connection and verify no one feels disconnected, unsafe or without necessities.

June	Enrollment	Attendance	Gross Revenue
<b>Classes</b>			
Internet Drivers Education	3		\$ 93.00
Jr. Leader Program	7		\$ 714.00
<b>Classes Sub Total</b>	<b>10</b>	<b>0</b>	<b>\$ 807.00</b>
<b>Day Camps</b>			
Recing Crew Session 1	44		\$ 7,016.00
Recing Crew Session 2	33		\$ 5,225.00
Wiggles & Giggles Session 1	11		\$ 407.00
Wiggles & Giggles Session 2	12		\$ 444.00
<b>Day Camps Sub Total</b>	<b>100</b>	<b>0</b>	<b>\$ 13,092.00</b>
<b>GRAND TOTAL</b>	<b>110</b>	<b>0</b>	<b>\$ 13,899.00</b>

**June Gross Revenue Recap** – June OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$25,280, \$91,220 under the projected amount. June recreation revenue came in at \$25,770, \$79,230 under the projected amount and facility revenue in came in at \$-490, \$11,990 under the projected amount. *Please note the revenue referenced here includes prepayments for future programs while the revenue figures listed in the chart on the previous page represent revenue attributed to programs occurring in June.*



**Fulton-El Camino Park District Police Department  
Monthly activity report for: Orangevale Recreation and Park District  
Reporting Period: 2020-06-01 to 2020-06-30**

**Almond Park**

**Parking Citations Issued**

- 1) Date/Time: 2020-06-25 09:41  
V1: 5200(a) CVC Display of two license plates required
- 2) Date/Time: 2020-06-25 09:45  
V1: 4000(a) CVC No current registration

**Off Property**

**Notice To Appear Issued**

- 1) Date/Time: 2020-06-07 21:49  
Violation 1: 24252(a) CVC Lighting Equip (in good working order), Severity: Inf
- 2) Date/Time: 2020-06-27 19:09  
Violation 1: 27315(d)(1) CVC Fail to use seat belt, Severity: Inf

**Onsite Arrests Made**

- 1) Date/Time: 2020-06-06 01:46  
V1: 10851 CVC Auto Theft Severity: Fel  
V2: 11350(a) HS Possession of narcotic controlled substance Severity: Mis  
V3: 11364 HS Paraphernalia Severity: Mis  
V4: 496(d) PC Stolen Property Severity: Fel
- 2) Date/Time: 2020-06-20 01:13  
V1: 10851 CVC Auto Theft Severity: Fel  
V2: 496(d) PC Stolen Property Severity: Fel
- 3) Date/Time: 2020-06-20 01:13  
V1: 25400(A)(1) PC Possession of concealed firearm in vehicle Severity: Fel  
V2: 25850(A) PC Poss. of Loaded Firearm in public Severity: Fel  
V3: 25850(C)(4) PC Carrying loaded firearm by a prohibited person Severity: Fel  
V4: 25850(C)(6) PC Carry loaded firearm: Not the owner Severity: Fel
- 4) Date/Time: 2020-06-20 01:13  
V1: 10851 CVC Auto Theft Severity: Fel  
V2: 496(d) PC Stolen Property Severity: Fel
- 5) Date/Time: 2020-06-20 01:13  
V1: 25400(A)(1) PC Possession of concealed firearm in vehicle Severity: Fel



V2: 25850(A) PC Poss. of Loaded Firearm in public Severity: Fel  
V3: 25850(C)(6) PC Carry loaded firearm: Not the owner Severity: Fel  
D.U.I Arrests

1) Date/Time: 2020-06-06 23:07

DUI Type: Alcohol B.A.C: 0.18

2) Date/Time: 2020-06-06 22:14

DUI Type: Alcohol B.A.C: 0.18

### **OV Community Park**

Parking Citations Issued

1) Date/Time: 2020-06-14 12:52

V1: 10.16.050(b) SCO Parking in more than one space

2) Date/Time: 2020-06-14 13:01

V1: 4000(a) CVC No current registration

3) Date/Time: 2020-06-14 13:04

V1: 4000(a) CVC No current registration

Parking Citations Issued

1) Date/Time: 2020-06-25 10:25

V1: 4000(a) CVC No current registration

2) Date/Time: 2020-06-25 10:30

V1: 5200(a) CVC Display of two license plates required

3) Date/Time: 2020-06-25 10:33

V1: 5200(a) CVC Display of two license plates required

## **PARKS**

### **Park Infrastructure**

#### **All Parks**

- Staff continues to do monthly playground inspections and takes care of repairs on site if necessary.
- Staff removed graffiti from Pecan and Norma Hamlin Park.
- Staff continues to take care of the pool maintenance.
- Staff repaired the east door to the Cottage building at the new property. The door was vandalized due to an attempted brake in.
- Staff removed five abandoned homeless camps from Orangevale Community Park, Pecan and Rollingwood Park.
- Staff repaired 30 feet of fence at Horse Arena.

#### **Mechanics**

- Staff repaired and welded new rear brackets to the bed of the dump truck.
- Staff replaced the rototillers blades.

#### **Park Irrigation**

- All irrigation systems are on.
- Staff replaced five valves at Community Center Park and Palisades Park.
- Staff replaced 15 sprinklers at various parks of the District.
- Staff repaired two lateral lines at Kenneth Grove property.

### **Park Grounds**

#### **All Parks**

- Staff continues with regular detail maintenance in all parks and park restrooms.
- Staff pruned Oak and Filbert, Kenneth Grove, and Norma Hamlin Park.
- Staff spot sprayed in several parks of the District.
- Staff installed 3 new backstop boards on the Youth Center baseball field.
- Staff cleaned all the bamboo from the northwest corner of the Youth Center building.

**Other Reports**

- Staff assisted in the new property fire inspection and is working on fixing the non-compliant items.
- Staff installed several new door lock/doorknobs at the Cottage (new property).
- Staff installed two new outlets to the outside of Building #1.
- Staff moved a 12ft by 12ft shed from the new property to the Kidz Korner building, installed all new siding and painted it.

# STAFF REPORT



DATE: 7-9-2020

TO: Board of Directors

FROM: Jason Bain, Recreation Supervisor

**SUBJECT: APPROVAL OF THE AGREEMENT WITH TERROR IN THE NIGHT HALLOWEEN PRODUCTIONS TO HOLD THE CEMETARIUM HAUNTED HOUSE AT THE ORANGEVALE COMMUNITY CENTER PARK FROM OCTOBER 9 THRU NOVEMBER 7, 2020**

---

## **RECOMMENDATION**

Consider approving the Agreement with the Terror in the Night Halloween Productions to utilize the Orangevale Community Center Park from October 9 thru November 7, 2020 to hold the Cemetaryum Haunted House.

## **BACKGROUND**

Frank Babcock has submitted a special event rental application to use the Property in-between the Community Center and the north buildings to build and host the Cemetaryum Haunted House. The event will run from October 9 thru November 7, 2020. Set up would be August 22 thru October 8 and clean up runs from November 8 to November 22.

The company Terror in the Night Halloween Production produces haunted attraction events in the Sacramento and Modesto Markets. The attractions are hand built with lumber and are open-air walk-through mazes. There are different themes inside the attractions that are designed to scare the paying customers. They use live costumed actors, makeup artists and themed audio throughout the attractions, theatrical lighting, fog machines and pneumatic props. The events will run from October 9<sup>th</sup> thru November 7<sup>th</sup> from 7 to 11 p.m. They will be selling tickets for admission.

The fees associated with this special event use permit include:

Set-up: August 22 – October 8: 49 days x \$50 per day = \$2,450

Event Dates: October 7 – November 7: 30 days x \$182 per day = \$5,460

Clean-up: November 8 – November 22: 15 days x \$50 per day = \$750

Total Rental fee \$8,660

In addition to the rental fee a \$2,000 deposit will be required for the event.

The Agreement requires payment of the deposit and fees of \$10,660 on Friday, August 21<sup>st</sup> by 12:00 p.m. Mr. Babcock has asked the Board to consider his request to split his payment as follows:  
Payment of ½ fees (\$4,330) plus deposit (\$2,000) on August 21<sup>st</sup> at 12:00 p.m. in the amount of \$6,330.  
Payment of the second ½ of the fees on September 18<sup>th</sup> at 12:00 p.m. in the amount of \$4,330.

Staff is in the process of checking references from prior events.

## **RECOMMENDED MOTION**

I move we approve the agreement with the Terror in the Night Halloween Productions to use Orangevale Community Center Park for the Cemetaryum Haunted House From October 9 thru November 7, 2020 and authorize the District Administrator to execute the agreement.

## PERMIT AGREEMENT

This Agreement is made and entered into this 9<sup>th</sup> day of July 2020, by and between Orangevale Recreation and Park District, a recreation and park district formed pursuant to California Public Resources Code Section 5780, et seq., a political subdivision of the State of California located in Sacramento County, hereinafter referred to as the "District", and Frank Babcock, "Terror in the Night Productions", hereinafter referred to as the "Permittee".

### RECITALS

WHEREAS, the District is the owner of certain real property located in the County of Sacramento, State of California known as Orangevale Community Center Park located at 6930 Hazel Ave, Orangevale, California, hereinafter referred to as the "Property"; and

WHEREAS, Permittee desires to use the Property for the "**Cemetaryium Haunted House**" special event from **October 9, to November 7, 2020**

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

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

### SCOPE OF PERMIT AND USE OF PROPERTY

1. District agrees to grant Permittee the non-exclusive right to use the Property for "Cemetaryium Haunted House" on October 9<sup>th</sup> thru November 7<sup>th</sup>, 2020 (the "Event") for attendance by the general public. Permittee shall also have exclusive use of the areas of the Property outlined in the Application for Use of Facilities (the "Application"), a copy of which is to be completed and attached hereto as Exhibit A and incorporated herein by this reference. Permittee shall have the right to impose reasonable rules and regulations to be observed by the general public to ensure the safety of the participants at said Event. Permittee agrees to comply with all District rules, regulations and policies with respect to the use of the Property. Permittee is authorized to begin **Event setup on August 22, 2020** and is required to complete **Event take-down and cleanup by Sunday, November 22<sup>nd</sup>, 2020 at 5:00 p.m.** Permittee is required to coordinate all activities with the District. **Permittee agrees that the security deposit will be forfeited if Permittee fails to complete all cleanup of the Property by Sunday, November 22, 2020 at 5:00 p.m.**

In the case that the Event is cancelled due to a COVID-19 determination by State or County officials after payment is made on August 21<sup>st</sup>, the deposit will be forfeited, however the event fees will be refunded for any days remaining on the contract after the determination and cancellation of the Event. If the Permittee fails to return the property to the pre-Event condition within two weeks of the Event cancellation, the District shall utilize the Event fees to reimburse the District for the actual clean-up costs including staff time associated with the cleanup. Any fees remaining after the District clean-up will be returned to the Permittee.

Permittee will be required to coordinate parking arrangements with District staff and utilize parking at 6930 Hazel for the Event for at least three dates including October 16, 23, and 24 due to previously scheduled events.

Permittee shall be entitled to authorize the use of tents, camper trucks and trailers by exhibitors, concessionaires, and Permittee's officials from September 1<sup>st</sup> thru November 22<sup>nd</sup>, 2020 in an area designated by Permittee and the District. Permittee shall cause the removal of any camper, truck, trailer and/or tents from the designated area and the Property no later than November 22<sup>nd</sup> at 5:00 p.m. **Under no circumstances shall Permittee and/or Permittee's exhibitors, concessionaires and/or officials have an open fire (wood fire, bonfire, campfire) on District property unless specifically authorized by the District in writing.** In the event an open fire is made, Permittee shall cause the person and/or persons responsible to leave the Property immediately. Permittee shall assume responsibility for any and all injuries and/or damages which occurs and/or arises from the activities authorized under this Paragraph. District shall not assume any liability to Permittee, and/or any other person as a result of the activities authorized by this Paragraph. Permittee shall be responsible for notifying any and all exhibitors, concessionaires, agents and/or officials that District shall have no liability for any and all injuries and/or damages which occur on the Property. Permittee shall require any person wanting to utilize the Property for camping purposes as authorized by this paragraph to sign a waiver in the form to be provided by District, the original of which shall be provided to District. Permittee understands and agrees that it assumes any and all liability for any personal injury and/or damages resulting from the use of the Property as provided for herein.

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

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

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

#### NATURE OF THE INTEREST GRANTED

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

Agreement other than as specifically stated herein.

### FEES

3. In consideration for the use of the Property as provided for herein, Permittee shall pay to the District a security deposit of two thousand dollars (**\$2000.00**) (the "Deposit") no later than **August 21, 2020 at 12:00 p.m.**, which Deposit shall be used to reserve the dates and pay for any damages associated with the terms of this Permit should said damages not be repaired by Permittee. The parties agree that the District can deduct the expense of repairing and/or replacing any property damage, claims and/or any other unpaid sums owed by Permittee under this Agreement from the Deposit with the balance returned to the Permittee within thirty (30) days of the last day of any repairs. Permittee shall forfeit all or a portion of the Deposit if the event is cancelled in accordance with the schedule set forth in Paragraph 4 below. The District shall provide a detailed itemized list of all deductions from the Deposit to the Permittee.

As further consideration for the use of the Property, Permittee shall pay to the District a rental fee of eight thousand one hundred sixty dollars (**\$8,660**) (the "Rental Fee") no later than **August 21<sup>st</sup>, 2020 at 12:00 p.m.** This is based on a special event day rate of \$182 per day (10/9-11/7, 30 days @ \$182 = \$5,460) and setup and clean up days at \$50 (Setup: 8/22-10/8, 49 days @ \$50 per day = \$2,450) (Clean up: 11/8-11/22, 15 days @ \$50 per day = \$750). Electricity and water service (if desired) will be negotiated in addition to the above fees.

If the event is cancelled for any reason more than ninety (90) days prior to the scheduled date, the District agrees it will refund the entirety of the Deposit paid pursuant to Paragraph 3 above.

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

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

### CHARGES BY PERMITTEE

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

### OBLIGATIONS OF DISTRICT

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

a. District agrees to provide for the non-exclusive use of the Property,

including the parking facilities, and exclusive use of those facilities specifically identified in the Application.

b. District shall furnish Permittee with electrical and water usage within the capacity of the District's facilities.

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

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

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

#### OBLIGATIONS OF PERMITTEE

6. Permittee understand and agrees to do the following:

a. Permittee shall attend a **pre-event inspection walk-through which will take place on Thursday, August 27, 2020 with the District's representatives and the post-event inspection walk-through that will take place on Monday November 23, 2020 to determine pre and post event facility conditions and damage.**

b. Permittee agrees and understands that it shall reimburse the District for the repair of any area of the Property or its surrounding areas which is damaged or diminished in value by or related to operations or activities under this Permit, and shall pay for the District to restore the area, to the condition existing immediately prior to the commencement of the Permittee's operations under this Permit, excepting normal wear and tear of turf areas. District shall provide an itemized list of any such damages or repairs resulting from the event, within five (5) days from the Event's final walk-through on Monday, November 23<sup>rd</sup>, 2020. Permittee will have the opportunity to make the necessary repairs outlined by the District in a time frame approved by the District.

c. Permittee shall provide District with a **proposed layout for the Event no later than August 17, 2020** for review by the District. Any feedback on the layout for the Event shall be given no later than August 21, 2020. Permittee agrees to make any modifications and/or revisions to the layout for the Event if indicated by the District that such modification and/or revision is necessary for the safety of the public and/or District property. Any modifications to the layout after approval shall be submitted in writing and approved by District. Permittee shall remain responsible for the layout and ensure the safety of participants and/or attendees of the Event, the general public, District employees and property, and District shall not assume any such liability as a result of approving any layout. Permittee shall also provide District with an emergency notification list.

d. Permittee agrees and understands that it has the sole responsibility at all times to be knowledgeable about, fully understand, and to meet or exceed, at its own cost and

expense, all local, state and federal codes, laws, policies, and regulations associated with the Event including but not limited to the provisions of the California Department of Alcoholic Beverage Control, Sacramento Metropolitan Fire District, Sacramento County Environmental Management Department, Sacramento County Sheriff's Department, and Sacramento County Health Officer. Permittee shall file copies of all permits (and records of subsequent inspections) with the District at least one (1) week prior to the Event (or within one (1) hour of on-site inspections during the Event).

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

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

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

h. Permittee shall provide, at its own expense, portable restrooms, medical, first aid facilities and personnel, and potable water, as are deemed necessary by the County of Sacramento Environmental Health Department, the Sacramento Metro Fire District, and the District to accommodate the expected number of people. Permittee shall comply with all laws, rules and regulations governing the number and types of facilities, and any and all other rules and regulations required to address the above needs. Permittee shall file Material Data Safety Sheets (MSDS) for all cleaning agents requiring specifications with the District at least one (1) month prior to the event. The plan to accommodate this section shall be submitted to the District for approval no later than **Friday, July 30, 2020**. Permittee agrees to provide the necessary number of portable restrooms as specified by the County of Sacramento Environmental Management Department. Permittee shall provide for stocking and cleaning of each portable restroom on an hourly basis during the event, and pumping of portable restrooms that meets the County of Sacramento Environmental Management Department requirements and any other laws, rules and/or regulations.

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

j. Permittee understands and agrees that all costs, fees, charges and expenses related to or incurred as a result of the use of the Property by the Permittee, its exhibitors, concessionaires, invitees and/or officials; and, any and all costs, fees, charges and expenses



related to or incurred for emergency services as a result of the Event which are provided by District, the County of Sacramento or other public safety agencies; and, all costs, fees, charges and expenses related to or incurred as a result of the exercise of District's right and commitment to construct, maintain and remove temporary facilities shall be borne solely by the Permittee.

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

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

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

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

#### **INDEMNIFICATION**

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

Permittee shall and hereby agrees to defend and indemnify District and save District, its board of directors, officers, employees and agents harmless from and against all claims, liability, losses, damages, expenses, causes of action, suits or judgments, together with any and all costs or expenses connected with the investigation or defense thereof, including legal

fees, by reason of or resulting from: (a) the use, operation, condition, or management of the Property, the Event and/or any temporary structures constructed on the Property; (b) the performance of, or failure to perform any obligations of this Agreement by Permittee, or any concessionaire, exhibitor, official, agent or employee of Permittee; (c) any alleged negligent act or omission of Permittee, or Permittee's employees, concessionaires, exhibitors, officials, invitees, agents, or contractors in connection with any acts performed or required to be performed by Permittee pursuant to this Agreement; and (d) the construction or installation of any temporary structures on the Property. This indemnification shall not apply to the extent that any claim is adjudicated as arising from the sole negligence or willful misconduct of District, its officers, directors, agents or employees.

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

### INSURANCE

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

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

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

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

b. Worker's Compensation Insurance, Permittee shall carry full worker's compensation insurance coverage for all persons employed, either directly or through

contractors, in utilizing the Property as contemplated by this Agreement, in accordance with the Worker's Compensation Act contained in the Labor Code of the State of California.

By execution of this Agreement, Permittee certifies as follows:

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

As part of the execution of this Agreement, Permittee agrees to furnish to the District a certified copy of the insurance policies that it has taken out for public liability, property damage and worker's compensation insurance set forth above for the period covered by this Agreement, or a certificate of such insurance. All insurance is to be placed with insurers with a current A.M. Best rating A:VII or better unless otherwise accepted in writing by District. Said certified policies of insurance or said certificates of insurance shall be furnished to the District prior to commencing the services contemplated by this Agreement. Each such certified policy or certificate of insurance shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District shall have received written notification of such a cancellation or reduction.

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

#### **ASSIGNMENT OF AGREEMENT**

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

#### **DEFAULT**

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

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

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

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

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

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

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

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

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

#### **HAZARDOUS SUBSTANCES**

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

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

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

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

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

### **CANCELLATION BY PERMITTEE**

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

### **NOTICE**

17. Service of Notice.

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

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

Frank Babcock  
Terror in the Night Productions  
11241 Coloma Rd. Suite A2  
Gold River, CA 95670  
(916) 223-9080  
frankieb@terrorinthenighthalloweenproductions.com

### **NEGATION OF PARTNERSHIP**

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

### **WAIVER**

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

**MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

**ORANGEVALE RECREATION AND  
PARK DISTRICT**

**TERROR IN THE NIGHT PRODUCTIONS**

By \_\_\_\_\_  
Greg Foell, District Administrator

By \_\_\_\_\_  
Frank Babcock



# Orangevale Recreation & Park District

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

District Use Only

Booking #: \_\_\_\_\_

Appl. Date: \_\_\_\_\_

## SPECIAL EVENT RENTAL APPLICATION

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

### RENTAL CUSTOMER

Name of Applicant: Frank Babcock

Address: 11241 Coloma Rd. Suite A2 City/State/Zip: Ca

Phone #: 1-916-223-9080 Email: frankieb@terrorinthenighthalloweenproductions.com

Sponsoring Organization/Company: Terror in the Night Halloween Productions

Authorized Organization Representative: Frank Babcock

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

Type of Organization:  Non Profit  Private  Corporation  Other \_\_\_\_\_

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

Organization Web Site: cemetariumhauntedhouse.com Organization Email: cemetariumhaunt@terrorinthenighthalloweenproductions.com

Name of Event Organizer (if different from applicant): \_\_\_\_\_

Alternate Contact Name: John Cortijo Phone/Email: 1-916-308-8805 / john.scareactor@cemetariumhauntedhouse.com

### FACILITY REQUESTED

- Orangevale Community Center - 6826 Hazel Avenue

Field Area

- Orangevale Community Park - 7301 Filbert Avenue

Disc Golf Course

Pavilion & Stage Area

Horse Arena

Oak & Filbert Area

Stone Amphitheater

Other Facility: Regency Property

### EVENT INFORMATION

Event Name: Cemetarium Haunted House

Event Date(s): Exact dates and times TBD Day(s) of week:  M  T  W  Th  F  Sat  Sun

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

Set up time	Event time	Clean up time
From: August 1st <input type="checkbox"/> am <input type="checkbox"/> pm	From: October 9th <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	From: November 9th <input type="checkbox"/> am <input type="checkbox"/> pm
To: October 8th <input type="checkbox"/> am <input type="checkbox"/> pm	To: November 7th <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	To: December 20th <input type="checkbox"/> am <input type="checkbox"/> pm

Type of Event:  Concert  Festival  Celebration  Run/Walk  Other Haunted Attraction

Purpose of Event: Halloween Entertainment

Overall Estimated Attendance: 3,000 to 5,000 Daily \_\_\_\_\_ Adults \_\_\_\_\_ Children \_\_\_\_\_

Has this event been produced before?  Yes  No If yes, previous attendance: 2019 - 2,000 (limited echo) \_\_\_\_\_

If yes, list previous name, date and location of event: Sacramento Raceway Oct 2019

**EVENT INFORMATION cont'd**

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

Attendance continued: 2018 - 3,000 - limited schedule / 2017 - 7,000 - full schedule.  
Terror in the Night Halloween Productions has been in operation from 2002 to present. Professionally since 2011. Our haunted attractions are hand built using traditional lumber and real decorations (nothing from a halloween store). They are open air (no roof) which eases our fire regulations. We can operate in light rain. We use live costumed actors, makeup artists, themed audio throughout the attractions, theatrical lighting, fog machines, pneumatic props that we build ourselves in our Gold River shop. We pride ourselves with attention to detail!

How does the community of Orangevale benefit from this event?  
It is my belief that every community needs an outlet from daily life. Interactive attractions like ours gives people a chance to escape daily life and for a brief moment, escape into our reality. You won't be thinking about anything else once you are behind our walls!

Is this a Public or Private event?  Public  Private  Other \_\_\_\_\_

If public, please give name, phone number and website for public event information: Camelarium Haunted House, 916-670-6632, camelariumhauntedhouse.com \_\_\_\_\_

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

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

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

**Multiple ticket types, admission TBD**

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

Will food be served at the event? .....  Yes  No

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

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

If yes, please list the time alcohol will be served \_\_\_\_\_

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

If yes, please list \_\_\_\_\_

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

**INSURANCE REQUIREMENTS**

The District requires all facility users to provide a Certificate of Insurance in the amount of \$500,000 in liability coverage, with the Orangevale Recreation and Park District named as additionally insured. You may provide your own insurance or purchase special event insurance through the District. The Horse Arena insurance requirement is \$2,000,000.

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

**STATEMENT OF RESPONSIBILITY FOR LIABILITY OR DAMAGE/RECEIPT OF RULES & REGULATIONS**

User agrees to be solely responsible for any and all claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the District's facilities. User agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from its use of the District's facilities.

I, (group representative), the undersigned, have received the rental policies and procedures; and have read and hereby agree to abide by all rules and regulations.

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: **6/19/2020**

REVIEWED BY OVPARKS REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_



## SUPPLEMENTAL SPECIAL USE APPLICATION

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

**EVENT NAME:** Cemetaryium Haunted House

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

Day 1: Day of Week \_\_\_\_\_ Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_  
Day 2: Day of Week \_\_\_\_\_ Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_

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

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

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

Day 1: Day of Week \_\_\_\_\_ Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_  
Day 2: Day of Week \_\_\_\_\_ Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_

**EVENT SITE PLAN/MAP**

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

**EVENT ACTIVITY PLAN**

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

**Entertainment**

- Amplified Music – Live Hours – Start \_\_\_\_\_ End \_\_\_\_\_
- Amplified Music – Recorded Hours – Start \_\_\_\_\_ End \_\_\_\_\_
- Carnival Booths/Rides Hours – Start \_\_\_\_\_ End \_\_\_\_\_
- Other \_\_\_\_\_ Hours – Start \_\_\_\_\_ End \_\_\_\_\_

**Sporting Activities**

- Type \_\_\_\_\_ Hours – Start \_\_\_\_\_ End \_\_\_\_\_
- Type \_\_\_\_\_ Hours – Start \_\_\_\_\_ End \_\_\_\_\_

**Vendors**

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

**Equipment**

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

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

**SUPPLEMENTAL SPECIAL USE APPLICATION - Cont'd**

**ALCOHOL MANAGEMENT PLAN**

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

**PARKING & TRAFFIC MANAGEMENT PLAN**

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

**SANITATION, WASTE & UTILITY PLAN**

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

**STAFFING PLAN**

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

**EMERGENCY AND SAFETY PLAN**

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

**EVENT MARKETING PLAN**

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

**NOTIFICATION PLAN**

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

**STATEMENT OF RESPONSIBILITY FOR LIABILITY OR DAMAGE/RECEIPT OF RULES & REGULATIONS**

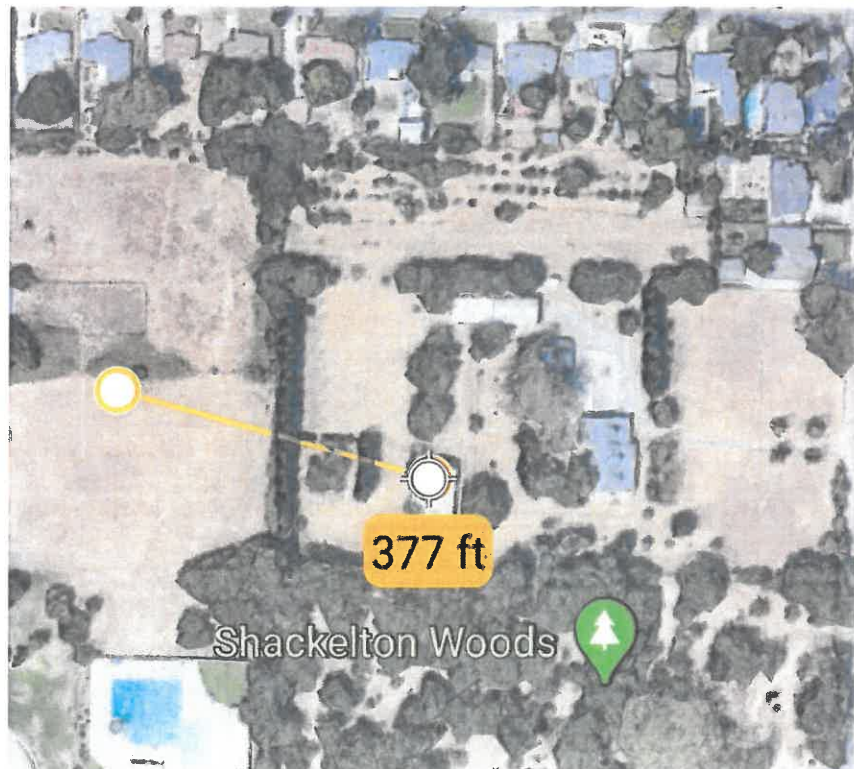
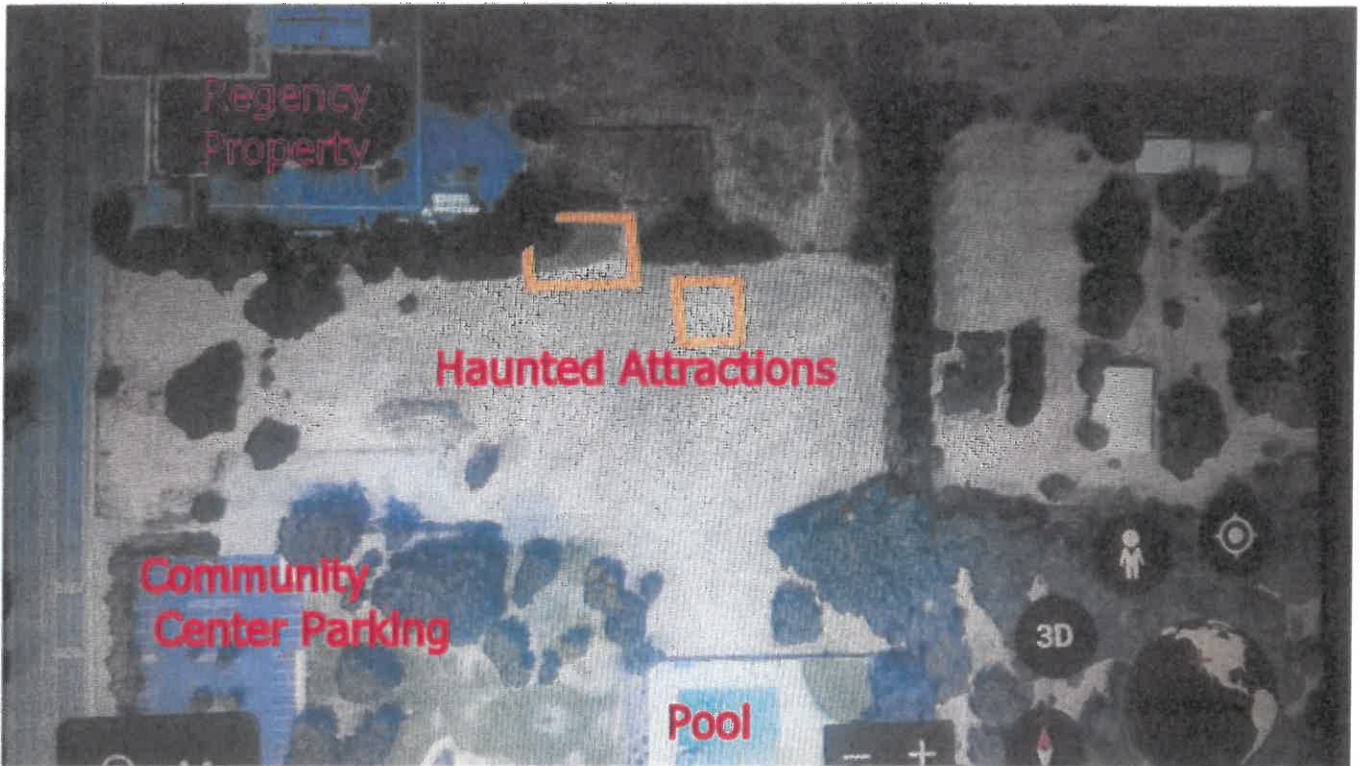
User agrees to be solely responsible for any and all claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the District's facilities. User agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from its use of the District's facilities.

I, (group representative), the undersigned, have received the rental policies and procedures; and have read and hereby agree to abide by all rules and regulations.

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: 6/19/2020

REVIEWED BY OVPARKS REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

**Submit**



# STAFF REPORT



DATE: 7-9-20

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: PUBLIC HEARING: ORDINANCE 20-05-004, ADOPT ORDINANCE AMENDING ORDINANCE 18-11-003 TO ADD A PROCEDURE FOR TREE TRIMMING TO THE ORDINANCE REGULATING ENCROACHMENTS UPON DISTRICT PROPERTY TO BE INCLUDED IN THE ORDINANCE CODE OF THE ORANGEVALE RECREATION AND PARK DISTRICT**

---

## **RECOMMENDATION**

Conduct the public hearing for Ordinance 20-05-004, Amending Ordinance 18-11-003 Regulating Encroachments Upon District Property and adopt the ordinance.

## **BACKGROUND**

The District desires to amend Ordinance 18-11-003 to add a procedure for tree trimming, pruning and tree removal as a form of encroachment. An ordinance is required because: 1) It is a legally and judicially enforceable; 2) An ordinance more completely lays out the details of an encroachment permit and the law that allows enforcement of the permit. The District introduced and waived the first reading of Ordinance 20-05-004 at the May 14, 2020 Board of Directors meeting and then published a summary of the Ordinance in the Sacramento Bee on June 30, 2020 in preparation for the public hearing. The District will now hold the public hearing on Ordinance 20-05-004 and adopt the ordinance after the hearing.

## **RECOMMENDED MOTION**

I move we adopt Ordinance 20-05-004, Ordinance Amending Ordinance 18-11-003, Regulating Encroachments Upon District Property to be included in the Ordinance Code of the Orangevale Recreation & Park District.

# ORANGEVALE RECREATION AND PARK DISTRICT

## ORDINANCE NO. 20-05-004

### ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGEVALE RECREATION AND PARK DISTRICT AMENDING ORDINANCE NO. 18-11-003 REGULATING ENCROACHMENTS UPON DISTRICT PROPERTY TO BE INCLUDED IN THE ORDINANCE CODE OF THE ORANGEVALE RECREATION AND PARK DISTRICT

Be it ordained by the Board of Directors of the Orangevale Recreation and Park District as follows:

#### **SECTION 1.**            **PURPOSE**

Ordinance No. 18-11-003 adopted by the Board of Directors of the Orangevale Recreation and Park District on November 8, 2018 regulates encroachments upon District Property and sets forth the procedures to be followed by a member of the public to obtain permission from the District to access District Property for the purpose of gaining access to other property, or for the purpose of constructing and/or maintaining any improvements, structures or objects which are partially located on District Property, easements, or rights of way including, but not limited to landscaping, building extensions, fences, retaining walls, culverts, pipelines, or other structures or improvements. This Ordinance also specifies the criteria that the District will utilize in issuing Encroachment Permits for authorized uses of District Property which do not interfere with the District's use of such property for the provision of public services. The District's Operational Policies are incorporated into the Ordinance.

The purpose of this Ordinance is to amend the provisions of Ordinance No, 18-11-003 to broaden the definition of what constitutes an Encroachment to include Tree Pruning, and to further clarify the provisions of that Ordinance.

#### **SECTION 2.**            **AUTHORITY**

**010**    The District is authorized to adopt and amend ordinances, pursuant to California Public Resources Code section 5786.1 (i).

**020**    The District is authorized to acquire, construct, improve, and maintain recreation facilities, including but not limited to, parks and open space pursuant to Public Resources Code section 5786 (c).

**030** The District is authorized to adopt and enforce rules and regulations for the administration, operation, use and maintenance of such recreation facilities, programs and services pursuant to Public Resources Code section 5786.1 (j).

**040** The District is authorized to perform any acts necessary to carry out and exercise these powers pursuant to Public Resources Code section 5786.1 (m).

**050** Public Resources Code section 5786.17 provides that violation of any rule, regulation, or ordinance adopted by the Board of Directors of the District is a misdemeanor punishable pursuant to Section 19 of the Penal Code, although any citation issued by the District for violation of a rule, regulation, or ordinance adopted by the District may be processed as an infraction pursuant to Section 17(d) of the Penal Code. This statute further provides that in order to protect property owned or managed by the District, the Board of Directors may confer on designated District employees the power to issue citations for misdemeanor and infraction violations of District rules, regulations or ordinances when committed on District property and in the presence of the employee issuing the citation.

### **SECTION 3**                    **DEFINITIONS**

**010** As used in this ordinance, the terms listed below shall have the meanings assigned to them.

- A. "Applicant" means the person completing and filing an Application for an Encroachment Permit with the District. The Applicant must be an owner of real property located within the jurisdictional boundaries of the District;
- B. "Application" means an Application for Encroachment Permit in the form adopted by the District, which must be completed by the Applicant and filed with the District together with the required attachments and the appropriate Permit Fee, in order to be considered complete.
- C. "District Property" includes all or any part of District-owned property, rights of way and/or easements, including but not limited to park and recreation facilities and natural open space areas such as Sundance Natural Area, Streng Open Space, and Rollingwood Natural Area
- D. "Encroach" means to (1) construct, erect, place, or maintain in, over or under any District public place, property, facility, right-of-way, easement, roadway, parking strip, trail, open space and/or sidewalk, including the airspace above them, any structure, equipment, apparatus, property or object of any kind or character, including but not limited to, building extensions or additions, fences, decks, retaining walls, landscaping, culverts, bridges, driveways, pipelines, signs, benches, or other structures or improvements; (2) to store personal property such as vehicles, trailers, boats or equipment on District Property or open space; or (3) to obtain access over District Property or open space for permissible purposes, such

as to access other property, or to engage in Excavations or Tree Pruning on District Property or open space.

- E. "Encroachment" means (1) any structure or object or improvement of any kind or character, including but not limited to, building extensions, fences, decks, retaining walls, landscaping, culverts, bridges, driveways, pipelines, signs, benches or other structures or improvements, placed on District Property or open space; or (2) the storage of personal property such as vehicles, trailers, boats or equipment on District Property or open space; or (3) access over District Property or open space for permissible purposes, such as to access other property, or to engage in Excavations or Tree Pruning on District Property or open space.
- F. "Encroachment Permit" means a written authorization issued by the District for an Encroachment, specifying the terms and conditions thereof.
- G. "Excavation" means the movement or removal of earth, rock, pavement or other material in, on or under the ground. The term includes, but is not limited to auguring, backfilling, digging, ditching, drilling, grading, plowing-in, ripping, scraping, trenching and tunneling. Both an "Excavation" on District Property or open space, and the deposit of products of an Excavation upon District Property or open space shall constitute an "Encroachment."
- H. "Permittee" means an Applicant whose Application for Encroachment Permit has been approved by the District and who has received a written Encroachment Permit signed by an authorized District representative.
- I. "Storage" means the storage of personal property such as vehicles, trailers, boats or equipment on District Property or open space;
- J. "Tree Pruning" means cutting, shearing or shortening of limbs on trees located within District natural areas and open space and adjacent to property of a District resident or property owner, which a certified arborist determines is necessary in order to reduce an unreasonable risk of damage to the property of such District resident or property owner in the event of storm and/or wind.

#### **SECTION 4. ENCROACHMENTS**

##### **010 Encroachments--Restricted**

It is unlawful for any person to place an encroachment in, under or over any District Property whether or not currently improved, or to permit an encroachment to exist on District property except in the manner and mode provided in this Ordinance. An

Encroachment Permit is required to encroach upon any portion of District public property.

The District will issue Encroachment Permits for authorized temporary uses of District Property such as access to other property, Storage, Excavations or Tree Pruning, which do not interfere with the District's use of such property for the provision of public services. Such Encroachment Permits only permit limited access to District Property for such specified purposes and temporary periods of time.

**020 Exemptions**

The provisions of this Ordinance shall not apply to work done by any person performing work for the District at its request.

**030 Permit Application--Information Required**

A District resident or property owner within the District must complete the District's form of Application for Encroachment Permit and receive an Encroachment Permit from the District in the following circumstances: (1) whenever a resident or property owner desires to install or construct physical improvements, including but not limited to building extensions or additions, landscaping, fencing, signs, benches, retaining walls, decks, culverts, bridges, driveways, pipelines, drainage channels or other structures or improvements on District Property; (2) whenever a District resident or property owner desires to secure temporary access over District Property in order to access other property; (3) whenever a District resident or property owner desires to place or store on District Property items of personal property such as vehicles, trailers, boats, or other equipment; (4) whenever a District resident or property owner desires to excavate on, or deposit the displaced soil or rock from an Excavation on District Property; (5) whenever a District resident or property owner desires to secure temporary access over District Property for the purposes of Tree Pruning.

The form of Application for Encroachment Permit is attached hereto, marked Exhibit A and incorporated herein by this reference. The Application requires the following information:

- A. Name and address of the applicant, the property owner, and any other person responsible for the proposed encroachment;
- B. Name and address of the contractor or other person responsible for installing or constructing any physical improvements, or conducting any Excavation or Tree Pruning upon District Property. For Tree Pruning the name and address of a certified arborist recommending the Tree Pruning together with a copy of the written, signed report of such arborist documenting the need for Tree Pruning and the reasons therefor. The written report of a certified arborist shall be attached to the Application;



- B. Location of the proposed encroachment;
- C. Nature of the encroachment, whether for the purposes of (1) constructing and/or maintaining structures or improvements on District Property; or (2); utilizing District Property to secure access to other property; or for the purposes of Excavation, Storage or Tree Pruning;
- D. Estimated time for commencement and completion of any construction work or installation of improvements, Excavation or Tree Pruning on District Property; duration of access across District Property to obtain access to other property; duration of proposed use of District Property for Storage;
- E. Site and engineering plans showing nature, location and inter-relationship of proposed improvements to be constructed or installed on District Property; or for Excavation or Tree Pruning;
- F. Other supplemental information as may be required by the District;
- G. Signature of the applicant, property owner, and contractor.

**040 Permit Fee**

The fees for processing and reviewing the permit application and conducting the necessary inspections shall be established by resolution of the Board of Directors.

**050 Performance Security Required--Amount**

- A. Prior to issuance of any Encroachment Permit authorizing construction and/or installation of any structure or improvement on District Property, or authorizing any Excavation or Tree Pruning on District Property, Applicant shall be required to deposit performance security with the District in the form of a performance bond, irrevocable letter of credit, or cash in the amount of 100% of the estimated cost of the work to be performed pursuant to the Encroachment Permit. The estimated cost of the work shall be determined in writing by a licensed engineer or licensed contractor and is subject to the approval of the District. The security shall guarantee the faithful performance of all terms and conditions of the permit.
- B. If the amount of security is inadequate to restore or repair any damage to District Property caused by incomplete or improper work done by the Permittee, the District may require Permittee to deposit additional security in an amount sufficient to pay the costs of any restoration of or repair to District Property. Failure by the Permittee to post additional security required by the District may result in revocation of the Encroachment Permit.

- C. The District, in its sole discretion, may waive or vary the security required by this Section for minor encroachments or utility installations.

**060 Indemnification**

The Permittee shall assume the defense of, and indemnify and save harmless, the District, its officers, employees and agents, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of the Encroachment Permit by the Permittee, any subcontractor or the Permittee's agents or employees; (2) any alleged negligent act or omission of the Permittee, any subcontractor, the Permittee's agents or employees, in connection with any acts performed or required to be performed pursuant to the Encroachment Permit; (3) any dangerous or defective condition arising or resulting from any of the actions or omissions of the Permittee, Permittee's agents or employees in carrying out the provisions of the Encroachment Permit. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by the District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees.

**070 Insurance**

If, in the opinion of the District, the construction, installation Excavation or Tree Pruning work, or the proposed use of District Property proposed in any permit application entails any undue risk of injury, death, or damage to any member of the public, the District may, prior to issuing such permit, require the applicant to provide proof of liability insurance in the amount specified by the District, naming the District, its employees, officers, officials, and volunteers as additional insureds.

Any applicant for an Encroachment Permit allowing construction, installation, Excavation or Tree Pruning on District Property shall certify that it, or its licensed contractor will have in place workers' compensation coverage for any and all employees or contractors performing such work, or will be self-insured for such purposes.

**080 Permit--Refusal or Revocation**

- A. Any application for an encroachment permit may be denied, and any encroachment permit may be revoked, by written order of the District Administrator of the District, effective immediately, a copy of which shall be mailed to the Applicant/Permittee at the addresses specified in the permit, upon any one or more of the following grounds:
  - 1. Violation of any of the provisions of this Ordinance;
  - 2. Misrepresentations of any material fact in the application;

3. Violation of any of the terms or conditions of the permit;
  4. Failure to provide sufficient performance security, or to increase the performance security provided when requested by District.
- B. Any encroachment permit may be revoked at any time, without cause, by resolution of the Board of Directors adopted after mailing a notice of intention to revoke the permit to the Permittee at the address specified in the permit at least ten days prior to the adoption of the resolution.

**090 Delay or Defects in Construction or Installation of Improvements**

If any Encroachment is not completed within the time allowed by the Encroachment Permit, or is not performed, constructed and/or maintained pursuant to District specifications as provided in the Encroachment Permit, the District shall notify the Permittee in writing of the deficiency. If the Permittee does not remedy the deficiency within the time specified in the written notice, the District shall have the following options: (1) immediately revoke the Encroachment Permit; (2) utilize the Permit to use performance security to complete the work in a timely fashion, whether by notifying the surety on the performance bond to complete the work, or utilizing cash deposits or the irrevocable letter of credit to reimburse the District for its costs to complete any such work in a timely fashion and in accordance with the conditions of the Encroachment Permit.

**100 Costs of Completion And/Or Repair Deducted From Performance Security**

If the District completes, remedies, repairs or removes any structure, object, personal property, improvement, Excavation, or Tree Pruning constituting an Encroachment on District Property as provided herein, all costs incurred by District in performing such work shall be deducted from the Permittee's performance security. If the amount of the performance security is insufficient to fully reimburse the District for all costs incurred in completing, repairing, or removing such work, the Permittee shall be liable for reimbursement to the District of all costs incurred by District in completing the construction, installation, alteration and/or repair of the improvements, Excavation or Tree Pruning constituting the encroachment. If the amount of performance security posted by the Permittee is insufficient to cover such additional costs, District will require an additional cash deposit from Permittee in an amount sufficient to reimburse the District in full for all such costs incurred. Failure of the Permittee to post such additional security when required by District will result in revocation of the Encroachment Permit, and shall constitute a violation of this Ordinance subject to the imposition of penalties specified in Section 104 hereof.

**101 Performance Security--Refund**

Upon satisfactory completion of all the terms and conditions of the Encroachment Permit, any remaining portion of the performance security shall be returned to the Permittee. Unless required by prior agreement or law, the amount returned will not include interest.

**102 Appeal**

- A. The actions of the District Administrator in refusing to issue an encroachment permit, failing to act upon an application for an encroachment permit within thirty (30) days after it is filed and deemed complete by the District Administrator, imposing unreasonable terms or conditions on the permit, or revoking an encroachment permit may be appealed to the Board of Directors by filing a notice of appeal with the clerk of the board within ten days following the action being appealed.
  
- B. The notice shall state one or more of the grounds for an appeal set forth in this section relied on by the appellant. The clerk shall schedule the appeal to be heard by the Board of Directors as soon as administratively convenient to the Board and shall notify the appellant and the District Administrator of the date and time of the hearing on the appeal. At the time fixed for the hearing, the Board of Directors may take such action on the permit as the Board finds just and may continue the hearing on the appeal from time to time by order entered into its minutes specifying the date and time of the continued hearing. The Board of Directors shall issue a final written decision on the appeal within 15 days after the date of such appeal hearing and send a copy of the final decision to the appellant. The written decision of the Board of Directors after appeal shall be final and not subject to further appeal.

**103 Severability**

If any section, subsection, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The District Board of Directors hereby declares that it would have adopted this Ordinance and each section, subsection, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, or portions be declared invalid or unconstitutional.

**104 Violation**

- A. Any person violating any provision of this Ordinance shall be guilty of an infraction and shall be punishable by a fine not exceeding one hundred dollars (\$100.00) for the first violation, and a fine not exceeding two hundred dollars (\$250.00) for a second violation within one (1) year. The

third and each successive violation of this Ordinance in the period of one (1) year shall constitute a misdemeanor and shall be punishable by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the county jail for a term not to exceed six (6) months, or by both such fine and imprisonment. Each day any violation of this Ordinance continues shall constitute a separate offense.

- B. The violation of any provision of this Ordinance shall constitute a public nuisance subject to abatement in any manner authorized by law.

**SECTION 5. EFFECTIVE DATE**

This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in full within fifteen (15) days after its adoption in a newspaper of general circulation within the District.

This Ordinance was introduced and the title thereof read at the regular meeting of Orangevale Recreation and Park District Board of Directors on May 14, 2020, and further reading was waived.

A Summary of Ordinance summarizing the provisions of this Ordinance as introduced, and providing notice of the date of the regular meeting of the Board of Directors of the District at which this Ordinance was proposed to be adopted, was published in a newspaper of general circulation throughout the District on June 30, 2020.

On a motion by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, the foregoing ordinance was passed and adopted by the Board of Directors of the Orangevale Recreation and Park District this 9<sup>th</sup> day of July 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
President of the Board

DISTRICT CLERK  
  
\_\_\_\_\_