

**AUBURN AREA RECREATION AND PARK DISTRICT
MEETING OF THE ACQUISITION AND DEVELOPMENT COMMITTEE AGENDA
MONDAY, AUGUST 15, 2022, 11:00 AM**

Materials related to an item on this Agenda submitted to the District after distribution of the agenda packet are available for public inspection by contacting the District Administrator at kmuscott@auburnrec.com or by calling (530) 537-2186 (M-F).

Due to the current COVID-19 crisis, the public will not be allowed to physically attend the meeting. The public may participate in the meeting through Zoom. The link for this meeting is <https://us06web.zoom.us/j/83941643613>. The public can use this link and/or call 1 669 900 6833 Webinar ID: 839 4164 3613 to participate.

People using the Zoom website will be able to see and hear the Committee, and the Committee will be able to hear the public. The Committee will not receive any visual/video from the public. This is done to avoid inappropriate visual content at the meeting.

Questions and comments can be sent via email to the District Administrator no later than one hour before the meeting. These emails will be read aloud at the meeting and responded to accordingly. Emails can be sent during the meeting, and staff will work to ensure that all are read, however the best way to have your comment heard is through the Zoom meeting or the associated phone number.

If you are a person with a disability and need an accommodation to participate in the District's programs, services, activities and meetings, contact Kahl Muscott at (530) 537-2186 or kmuscott@auburnrec.com at least 48 hours in advance to request an auxiliary aid or accommodation.

1.0 CALL TO ORDER

Gray ____ Lynch ____

2.0 ANNOUNCEMENTS, AGENDA REVIEW, CHANGES AND APPROVAL

3.0 PUBLIC COMMENT – This is the time wherein any person may comment on any item not on the agenda within the subject matter jurisdiction of the Committee Chairperson, please state your name and address for the record (optional). There is a time limitation of three minutes.

4.0 BUSINESS

4.1 Approval of Minutes from the July 18, 2022, Acquisition & Development Meeting (Pages 3-4)

Recommendation: Review and approve minutes.

4.2 Resolution #2022-21: Marriott Meadows Park Prop. 68 Grant Award Deed Restriction (Pages 5-34)

Shall the Auburn Recreation District Board of Directors authorize and approve Resolution #2022-21, a resolution authorizing the District Administrator to sign a required property Deed Restriction and submit same to Placer County for Recordation?

Discussion items:

1. 2021 – 2022 Project Activity Report (Pages 35-39)
2. 75th Anniversary review proposed logos and review new archival information. (Pages 40-43)

5.0 ITEMS TO BE CONSIDERED AT FUTURE ACQUISITION & DEVELOPMENT MEETINGS

1. Realign the parking lot at Recreation Park.
2. Adding Second Set of Aluminum Bleachers at “B” Field
3. Addition Safety Pads for Old Tennis Poles at Meadow Vista Courts

6.0 PENDING ITEMS REQUIRING MORE DETAILED RESEARCH

None.

AUBURN AREA RECREATION AND PARK DISTRICT
This agenda is hereby certified to have been posted as follows:

ADJOURNMENT

8/12/2022
Date

9:15 Am
Time

Cody Wrayford
Secretary to the Board

Auburn Area Recreation and Park District
Minutes of the Acquisition & Development Committee Meeting
Monday, July 18, 2022 at 2:00 PM
Canyon View Community Center, Board Room
471 Maidu Drive, Auburn, CA 95603

1.0 CALL TO ORDER

The meeting of the Acquisition & Development Committee was called to order at 2:02 PM

ROLL CALL

Directors Gray and Director Lynch were present.

2.0 ANNOUNCEMENTS, AGENDA REVIEW, CHANGES AND APPROVAL

None.

3.0 PUBLIC COMMENT

Stuart Scurr was curious about adding lights to tennis courts. He also ask about the what the plans were for more Pickleball courts.

4.0 BUSINESS

4.1 Approval of Minutes from the June 18, 2022 Acquisition & Development Meeting

The Committee reviewed and approved the minutes from the June 18, 2022, Acquisition & Development Meeting.

Discussion Items:

1. 2021 – 2022 Project Activity Report - this item was reviewed by the Committee.
2. Marriott Meadows and Ridge Runners Field Signage DRAFT Design Styles – the Committee approved the signage with the suggested updates and forwarded to the Board for review and approval.

5.0 ITEMS TO BE CONSIDERED AT FUTURE ACQUISITION & DEVELOPMENT MEETINGS

1. Realign the parking lot at Recreation Park
2. Adding Second Set of Aluminum Bleachers at “B” Field
3. Addition Safety Pads for Old Tennis Poles at Meadow Vista Courts
4. Regional Park and Regional Park Community Center Naming (per Item 4.2 from the Acquisition & Development Committee Minutes) – the Committee suggested that this item be removed for 6 months and brought back to the Acquisition and Development Committee in January, 2023.

5. ARD 75th Celebration – the Committee reviewed some of the historical documents and will schedule additional times to continue to review the documents. The Committee would like the staff to start:

- Putting together a timeline showing ARD’s major events over the last 75 years.
- Check into creating a logo, patch and t-shirts celebrating ARD’s 75th Anniversary.
- Looking into creating a booklet and rooster showing the Directors and Administrators over the past 75 years.
- Start planning the event for July 1, 2023. Put the event in the Auburn Journal announcing the date and restart the Annual Recreation Day.

6.0 PENDING ITEMS REQUIRING MORE DETAILED RESEARCH

None.

ADJOURNED

As there was no further business, the meeting was adjourned at 2:55 PM.

Cathy Wayford
Board Secretary

9/20/2022
Date

4.2 Cover sheet – Resolution #2022-21: Marriott Meadows Park Prop. 68 Grant Award Deed Restriction

ARD Acquisition and Development (A&D) Committee August 15, 2022 & ARD Board of Directors Meeting August 25, 2022.

The Issue

Shall the Auburn Recreation District Board of Directors authorize and approve Resolution #2022-21, a resolution authorizing the District Administrator to sign a required property Deed Restriction and submit same to Placer County for Recordation?

Background

ARD received the Proposition 68 Statewide Park Development and Community Revitalization Program grant on December 8, 2021. The contract with the State of California was received and completed in July of 2022. In order to receive the grant funds a Deed Restriction needs to be placed on the property to ensure that it is used for a purpose consistent with the grant scope for the length of the contract performance period (July 01, 2020 through June 30, 2050). In short, the deed restriction helps ensure that the land is retained as public park land.

Recommendation for the Board of Directors

Staff recommends that the Board of Directors authorize and approve Resolution #2022-21 authorizing the District Administrator to sign a required property Deed Restriction and submit same to Placer County for Recordation.

Fiscal Impact

\$90.00 Placer County Recordation Fee

Attachments

Resolution #2022-21

Grant Contract

Deed Restriction with Exhibit “A” Title/Deed description of the park property

RESOLUTION NUMBER 2022-21

A RESOLUTION OF THE GOVERNING BOARD OF DIRECTORS OF THE
AUBURN AREA RECREATION AND PARK DISTRICT AUTHORIZING THE
DISTRICT ADMINISTRATOR TO SIGN A REQUIRED PROPERTY DEED
RESTRICTION

WHEREAS, the Auburn Area Recreation & Park District has been awarded a Prop. 68 Grant in the amount of \$2,389,125.00 on December 8, 2021 and

WHEREAS, the Auburn Area Recreation & Park District has entered into contract with the State of California Department of Parks & Recreation to utilize these funds to construct Marriott Meadows Park and

WHEREAS, the State of California Department of Parks & Recreation requires that a Deed Restriction be placed on the property in order to receive the grant funding,

THEREFORE, the Auburn Area Recreation & Park District Board of Directors does hereby resolve the following:

Authorize and approve Resolution #2022-21, a resolution authorizing the District Administrator to sign a required property Deed Restriction and submit same to Placer County for Recordation.

APPROVED, PASSED, AND ADOPTED ON August 25, 2022 by the following roll call vote:

Ayes:

Noes:

Absent:

Abstain:

Michael G. Lynch
Chair, Board of Directors

ATTEST:

Cathy Warford
Clerk to the Board of Directors

State of California - Natural Resources Agency
Department of Parks and Recreation
GRANT CONTRACT
2018 Parks Bond Act
Statewide Park Development and Community Revitalization

GRANTEE Auburn Area R.P.D.

GRANT PERFORMANCE PERIOD is from July 01, 2020 through June 30, 2025

CONTRACT PERFORMANCE PERIOD is from July 01, 2020 through June 30, 2050

PROJECT TITLE AUBURN REGIONAL PARK EXPANSION PROJECT NUMBER SW-31-001

The GRANTEE agrees to the terms and conditions of this contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

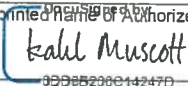
The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE / Cost Estimate Form or Acquisition documentation for the Application(s) filed with the State of California.


The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State Grant not to exceed \$2,389,125.00

Auburn Area R.P.D.
Grantee

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

By Kahl Muscott
Typed or printed name of Authorized Representative

Signature of Authorized Representative

By Jana Clarke
Typed or printed name of Authorized Representative

Signature of Authorized Representative

Address 471 Maidu Dr. #200, Auburn, CA 95603

Title District Administrator

Title Supervisor

Date 7/19/2022

Date 7/21/2022

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9803021	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000054615			PROJECT NO. SW-31-001
AMOUNT ENCUMBERED BY THIS DOCUMENT \$2,389,125.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 6	STATUTE 20	FISCAL YEAR 2022/23
TOTAL AMOUNT ENCUMBERED TO DATE \$2,389,125.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69807	PROJECT / WORK PHASE 3790000SW31001

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and Auburn Area R.P.D. (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$2,389,125, subject to the terms and conditions of this CONTRACT and the 2020/21 California State Budget, Chapter 6, statutes of 2020, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2020 to June 30, 2025.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital

Improvement Projects” and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest

against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

III. Special Provisions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants (*Grantee*). *Grantees include those who have contracted or will contract to receive State grants funds. Accordingly,* should the State determine that a Grantee is a target of Economic Sanctions or is conducting

prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. **Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.**

Auburn Area R.P.D.
GRANTEE _____

DocuSigned by:
Kahl Muscott
By: _____
Signature of Authorized Representative

Title: District Administrator

Date: 7/19/2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:
Jana Clarke
By: _____
Signature of Authorized Representative

Title: Supervisor

Date: 7/21/2022

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Sam Lumley

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

- I. WHEREAS, Auburn Area Recreation and Park District
_____ (hereinafter referred to as "Owner(s)" is/are recorded
owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference
(hereinafter referred to as the "Property"); and
- II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to
as "DPR") is a public agency created and existing under the authority of section 5001 of the California
Public Resources Code (hereinafter referred to as the "PRC"). And
- III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to
the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018
Parks Bond Act, Statewide Park Development and Community Revitalization Program for Expand
Auburn Regional Park in the City of Auburn. Construct a playground, dog park, splash pad, multi-use
open turf area, outdoor gym/fitness station area, native plant garden and wetland overlook, two bocce
courts, two shade structures, two group picnic areas with shade, central plaza with ceramic tile art wall,
individual picnic areas throughout the park, trail and pathway network, restroom with outdoor showers,
parking lot, and lighting and landscaping throughout the park on the Property; and
- IV. WHEREAS, on July 1, 2021, DPR's Office of Grants and Local Services conditionally
approved Grant SW-31-001, (hereinafter referred to as "Grant") for Expand Auburn Regional Park in

the City of Auburn. Construct a playground, dog park, splash pad, multi-use open turf area, outdoor gym/fitness station area, native plant garden and wetland overlook, two bocce courts, two shade structures, 2 group picnic areas with shade, central plaza with ceramic tile art wall, individual picnic areas throughout the park, trail and pathway network, restroom with outdoor showers, parking lot, and lighting and landscaping throughout the park on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, Statewide Park Development and Community Revitalization Program and the funds that are the subject of the Grant could therefore not have been granted; and

VI. WHEREAS, Owner(s) has/have elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2020 through June 30, 2050.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to

the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business): _____

Owner(s) Name(s): _____

Signed: _____

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

****NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE****

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

RECORDING REQUESTED BY
Old Republic Title Company
ORDER # 2123000230-SH
APN 051-210-091 ptn, 051-210-047, ptn, 051-210-093
WHEN RECORDED MAIL TO
Name Auburn Area Recreation and Park District
Street Address 471 Maidu Drive
City Auburn, CA 95603
State
Zip

PLACER, County Recorder
JIM MCCAULEY
DOC- 2004-0116076
Acct 106-OLD REPUBLIC TITLE
Tuesday, AUG 31, 2004 14:48:11
NOC \$0.00:1
Ttl Pd \$0.00
Nbr-0001142294
rec/DN/1-4

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s): None
Documentary transfer tax is Exempt - Government Entity
(X) computed on full value of property conveyed, or
() computed on full value less of liens and encumbrances remaining at time of sale.
(X) Unincorporated area: () City of _____
() Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Placer Joint Union High School District, also know as Placer Union High School District

hereby GRANT(S) to
Auburn Area Recreation and Park District, a political subdivision of the State of California

that property in City of Auburn, Placer County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

Mail Tax Statements to Grantee at address above

Date August 11, 2004

Placer Union High School District

By: [Signature]
Bart O'Brien, Superintendent

STATE OF CALIFORNIA

COUNTY OF Placer

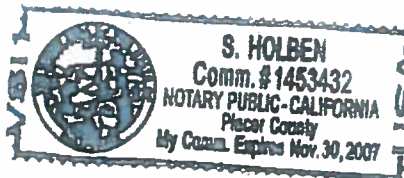
On August 11, 2004 before me, the
undersigned, a Notary Public in and for said State, personally appeared

Bart O'Brien

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are described to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature [Signature]
Name S. Holben
(typed or printed)



(This area for official notarial seal)

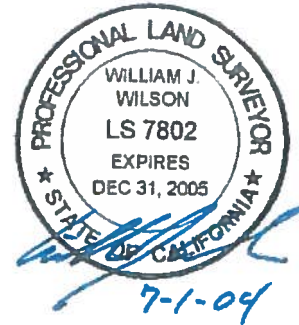
FTGIS-140 8/94

MAIL TAX STATEMENT AS DIRECTED ABOVE

DN



We take your position precisely.



July 1, 2004

EXHIBIT "A"

RESULTANT PARCEL

All of the tract of land described as Parcel "B" in Exhibit "C" together with a portion of the tract of land described as "Remainder Parcel" in Exhibit "D" of the Grant Deed to Placer Union High School District, recorded in Instrument Number 97-0077043, Official Records of Placer County, located in the Northwest Quarter of Section 29, Township 13 North, Range 08 East, Placer County, California.

Beginning at the Southeast corner of the above described Parcel "B", and from said corner a copperweld monument marking the North quarter corner of said Section 29 bears North 00°04'24" West along the East line of said Section 29 for a distance of 2646.32 feet;

thence from the point of beginning along the boundary line of the said Parcel "B" and beyond, the following four (4) consecutive courses and distances:

- 1) North 00°04'24" West for a distance of 437.55 feet to the Northeast corner thereof
- 2) South 89°55'00" West for a distance of 169.12 feet,
- 3) South 12°06'00" West for a distance of 14.00 feet, and
- 4) South 84°46'00" West for a distance of 463.59 feet;

thence North 01°13'19" West for a distance of 931.71 feet to a point on the North line of the Southeast Quarter of the Northwest Quarter of said Section 29, and from said point the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 29, and "Point A" as described in said Instrument No. 97-0077043, bears North 89°05'34" East a distance of 652.53 feet;

thence along the boundary line of the above described "Remainder Parcel" the following five (5) consecutive courses and distances:

- 1) South 89°05'34" West (cite: South 89°05'51" West) for a distance of 267.97 feet,
- 2) South 00°26'12" East for a distance of 248.87 feet,
- 3) North 89°08'48" West for a distance of 400.93 feet,
- 4) South 00°16'30" East for a distance of 1084.65 feet (cite: 1084.73 feet), and
- 5) North 89°10'31" East (cite: North 89°11'05" East) for a distance of 1316.00 feet to the point of beginning.

Containing 24.4 acres, more or less.

X LDD2 11677documents excess doc

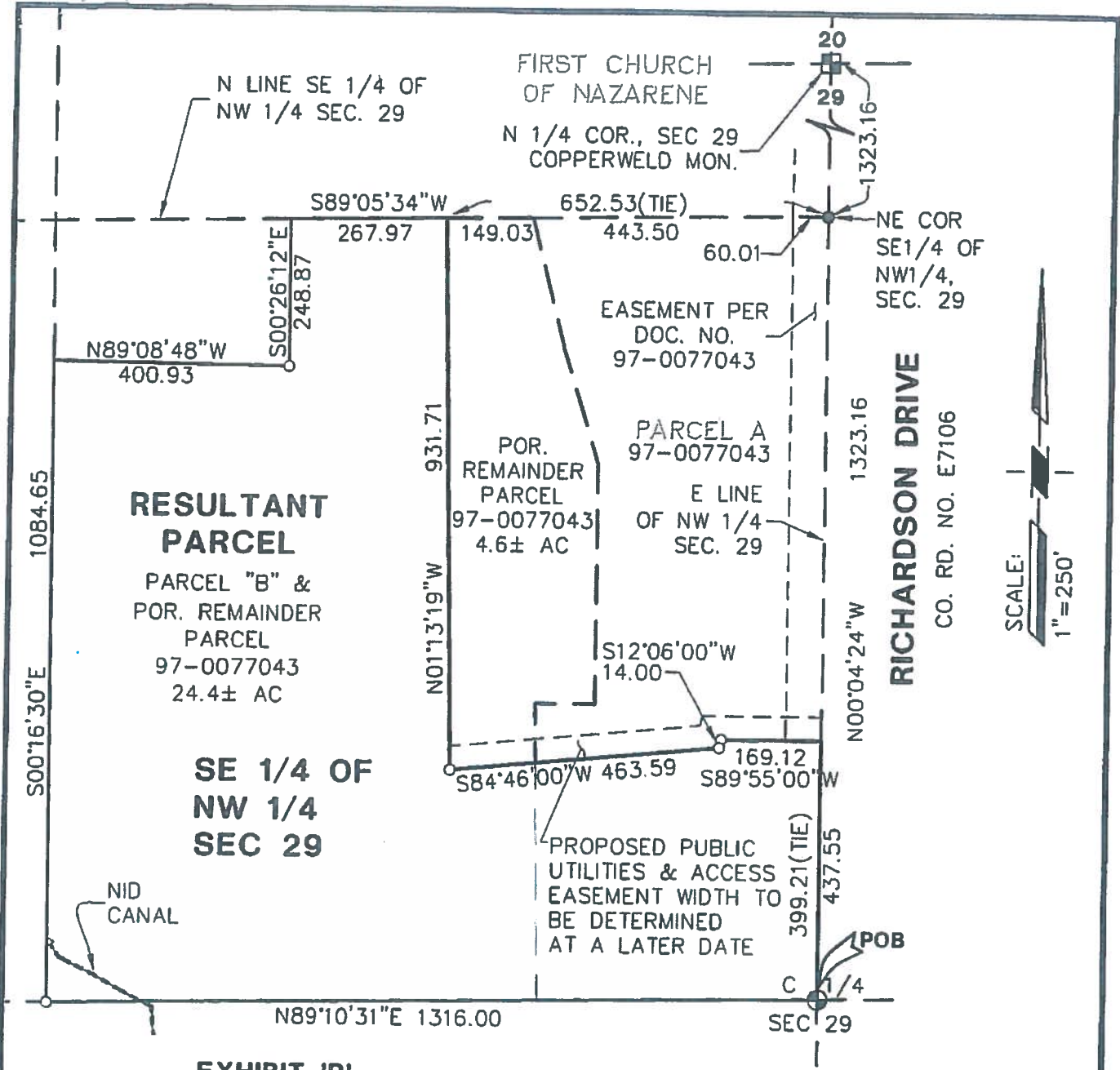


EXHIBIT 'B'
PLACER JOINT UNION HIGH SCHOOL DIST. CHANA PROPERTY

RESULTANT PARCEL EXHIBIT

A PORTION OF
SECTION 29, T. 13 N., R. 8 E., M.D.M.
PLACER COUNTY, CALIFORNIA
SCALE: 1"=250' JULY 1, 2004

ANDREGG
GEOMATICS
 www.andregg.com
 800-400-7072



RESOLUTION NO. 2004-05

RESOLUTION OF THE AUBURN AREA RECREATION & PARK DISTRICT
BOARD OF DIRECTORS TO AUTHORIZE DISTRICT ADMINISTRATOR
TO EXECUTE ALL DOCUMENTS TO COMPLETE THE PURCHASE
OF 24.4 ACRES FROM PLACER UNION HIGH SCHOOL DISTRICT

WHEREAS, the Park District is responsible to provide recreational opportunities and preservation of the environment,

WHEREAS, the Park District is in the process of completing the purchase of 24.4 Acres from Placer Union High School Assessor's Parcel Number 051-210-091 (portion thereof),

WHEREAS, the Park District and the School District have agreed to a price,

WHEREAS, the Park District has received approval from the State of California 2002 Resources Bond Act Roberti-Z'berg-Harris Block Grant Program for \$350,000.

NOW, THEREFORE, BE IT RESOLVED the Auburn Area Recreation & Park District's Board of Directors hereby:

Authorize the District Administrator to execute all documents to complete the purchase of 24.4 acres from Placer Union High School District.

Approved and Adopted on the 14th day of June, 2004.

Ayes: 4
Noes: 0
Absent: 1
Abstaining: 0

ATTEST:


Clerk


Robert McNamara
Chairman



PLACER, County Recorder

JIM MCCAULEY

DOC- 2004-0116077

Acct 106-OLD REPUBLIC TITLE

Tuesday, AUG 31, 2004 14:48:32

NOC \$0.00!!

Ttl Pd \$0.00

Nbr-0001142295

rec/DN/1-9

AFTER RECORDING RETURN TO:

Auburn Area Recreation and Park District
471 Maidu Drive
Auburn, CA 95603

TITLE OF DOCUMENT:

Easement Agreement

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING
INFORMATION

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (hereinafter referred to as "Agreement") is made on August 11, 2004, by and between PLACER UNION HIGH SCHOOL DISTRICT (hereinafter referred to as "Grantor") and AUBURN AREA RECREATION AND PARK DISTRICT (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real property situated in the unincorporated area of Placer County, California; which property is more particularly described in Exhibit A, attached hereto; and

WHEREAS, Grantee, is the owner of certain real property situated in the unincorporated area of Placer County, California; which property is adjacent to Grantor's property and which is particularly described in Exhibit B, attached hereto; and

WHEREAS, Grantee desires to acquire from Grantor and Grantor desires to convey to Grantee, a nonexclusive easement across Grantor's property for the purpose of constructing, operating, and maintaining a road for vehicular access to Grantee's property in connection with the recreation uses intended for Grantee's property;

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, a nonexclusive easement and right-of-way for the construction, operation, maintenance, repair and use of road, utilities and sidewalk ("the Right-of-Way"), on, over, and across a portion of Grantor's property for the purposes and on the terms and conditions set forth in this Agreement. Grantor further grants to Grantee such additional rights-of-way and easements over and across Grantor's property as are reasonably necessary for Grantee to construct, maintain, and repair the Right-of-Way. The Right-of-Way shall not exceed forty feet (40') in width and shall be located within and upon Grantor's property in the area as generally depicted on Exhibit C, attached hereto. The precise location and width of the Right-of-Way shall be determined by Grantee and shall be consistent with the requirements of the County of Placer and Grantee's development plans and shall be subject to the approval of Grantor, which approval shall not be unreasonably withheld. Grantor or Grantee may elect to prepare and record in the appropriate Official Records of Placer County at the electing party's sole cost and expense, an as-built survey and legal description describing the actual width and location of the Right-of-Way, and in such event, such survey shall serve to describe the location of the Right-of-Way for all purposes hereunder.

2. **Use of Right-of-Way.** Grantee, its agents, employees, permittees, invitees and members of the public may use the Right-of-Way for access for all purposes arising out of or in connection with Grantee's use of the property for recreational purposes. The access provided hereunder shall not be utilized for any purpose other than recreational without the express consent of Grantor. However, under no circumstances shall the Right-of-Way be utilized for parking purposes. At Grantor's request, Grantee shall post "No Parking" signage on the Right-of-Way sufficient for the enforcement of this provision. Grantee agrees that Grantor may impose such additional rules of use as may be reasonably necessary to protect the health and safety of the students utilizing Grantor's property.

Grantee is expressly authorized to construct a sidewalk and all the necessary utilities, on the Right-of-Way for purposes of use of the property purchased and referred to in Exhibit B.
3. **Hours of Use.** Use of the Right-of-Way by Grantee, its agents, employees, invitees, and members of the public shall be limited to the hours of operation of Grantee's recreational facilities including the maintenance thereof.
4. **Permits/Entitlements.** The parties acknowledge that Grantee will require development approvals from the County of Placer so as to permit the construction and use of Grantee's recreational facilities. This Agreement is expressly conditioned upon and shall be subject to the terms and conditions of such development approvals.
5. **Construction and Maintenance.** Grantee shall construct the Right-of-Way as required by County standards and shall maintain such at Grantee's sole cost, in a safe condition. Prior to construction of the Right-of-Way, Grantor shall have the right to review and approve the construction and maintenance plans for the Right-of-Way, which approval shall not be unreasonably withheld.
6. **Assignment.** Grantee shall not assign its interests under this Agreement to a third party without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Subject to the requirements of this paragraph, the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of Grantor and Grantee.
7. **Costs.** All costs associated with obtaining development approvals, construction, repair, and maintenance of the Right-of-Way shall be borne by Grantee.
8. **Insurance.** Grantee shall carry and maintain general liability insurance naming Grantor as a co-insured in an amount of not less than two million dollars (\$2,000,000.00). Grantee shall file with Grantor proof of such insurance prior to the construction or use of the Right-of-Way.
9. **Indemnification.** Grantee hereby agrees to indemnify, protect, defend, and hold

harmless Grantor, its successors and assigns, employees, officers and/or directors, from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, costs, disbursements and expenses (including, without limitation, attorneys' and experts' reasonable fees and costs) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, Grantor, or its successors and assigns, employees, officers and/or directors relating to or arising from the use of the Right-of-Way by Grantee, its agents, employees, contractors, invitees or members of the public.

Grantor hereby agrees to indemnify, protect, defend, and hold harmless Grantee, its successors and assigns, employees, officers and/or directors, from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, costs, disbursements and expenses (including, without limitation, attorneys' and experts' reasonable fees and costs) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, Grantee, or its successors and assigns, employees, officers and/or directors relating to or arising from the use of the Right-of-Way by Grantor, its agents, employees, contractors, invitees or members of the public.

Notwithstanding the above two paragraphs, grantor shall bear no liability for claims related to the construction, maintenance or repair of the Right-of-Way and shall further be indemnified, held harmless and defended by grantee for such claims.

10. **Attorneys' Fees.** In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of this Agreement or any inaccuracies in any of the representations on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover from the other party all costs and expenses of suit, including actual attorneys' fees.
11. **Modification/Amendment.** This Agreement shall not be modified or amended except by a writing property executed by the parties hereto. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, all other written or oral representations or agreements being merged herein.

State of California
County of Placer

On Aug 11, 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared Bart O'Brien
and Alain Grenier

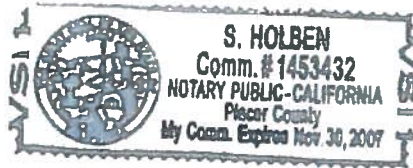
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

Name S. Holben

(typed or printed)



(Seal)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective authorized officers as set forth below.

**PLACER UNION HIGH SCHOOL
DISTRICT**

Dated: 8/11/04.

Grantor: by 
Bart O'Brien, Superintendent

**AUBURN RECREATION AND PARK
DISTRICT**

Dated: 8/11/04.

Grantee: by 
Alain Grenier, District Administrator



August 24, 2004

EXHIBIT A

Portion of Remainder Parcel

A portion of the tract of land described as "Remainder Parcel" in Exhibit "D" of the Grant Deed to Placer Union High School District, recorded in Document Number 97-0077043, Official Records of Placer County, located in the Northwest Quarter of Section 29, Township 13 North, Range 08 East, Placer County, California.

Beginning at the Northeast corner of the above described tract of land, from said point the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 29, and "Point A" as described in said Document No. 97-0077043, bears North 89°05'34" East a distance of 443.50 feet; thence from said point of beginning along the easterly boundary of said tract of land the following five (5) courses:

- 1) South 14°45'00" East for a distance of 230.15 feet,
- 2) South 16°57'00" East for a distance of 200.95 feet,
- 3) South 00°04'24" East for a distance of 405.42 feet,
- 4) South 89°55'36" West for a distance of 101.19 feet, and
- 5) South 00°20'00" East for a distance of 100.00 feet to the northwest corner of Parcel "B" as described in Exhibit "C" of said Document No. 97-0077043;

Thence leaving said boundary, along the southwesterly prolongation of the northerly boundary of said Parcel "B" South 84°46'00" West for a distance of 148.59 feet; thence North 01°13'19" West for a distance of 931.71 feet to a point on the northerly boundary of said Remainder Parcel and the north line of the Southeast Quarter of the Northwest Quarter of said Section 29, thence along said boundary North 89°05'34" East (cite: North 89°05'51" East) for a distance of 149.03 feet to the point of beginning.

Containing 4.60 acres, more or less.



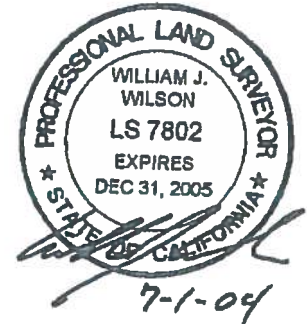
Page 1 of 1

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EXHIBIT B



We take your position precisely.



July 1, 2004

EXHIBIT "A"

RESULTANT PARCEL

All of the tract of land described as Parcel "B" in Exhibit "C" together with a portion of the tract of land described as "Remainder Parcel" in Exhibit "D" of the Grant Deed to Placer Union High School District, recorded in Instrument Number 97-0077043, Official Records of Placer County, located in the Northwest Quarter of Section 29, Township 13 North, Range 08 East, Placer County, California.

Beginning at the Southeast corner of the above described Parcel "B", and from said corner a copperweld monument marking the North quarter corner of said Section 29 bears North 00°04'24" West along the East line of said Section 29 for a distance of 2646.32 feet; thence from the point of beginning along the boundary line of the said Parcel "B" and beyond, the following four (4) consecutive courses and distances:

- 1) North 00°04'24" West for a distance of 437.55 feet to the Northeast corner thereof
- 2) South 89°55'00" West for a distance of 169.12 feet,
- 3) South 12°06'00" West for a distance of 14.00 feet, and
- 4) South 84°46'00" West for a distance of 463.59 feet;

thence North 01°13'19" West for a distance of 931.71 feet to a point on the North line of the Southeast Quarter of the Northwest Quarter of said Section 29, and from said point the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 29, and "Point A" as described in said Instrument No. 97-0077043, bears North 89°05'34" East a distance of 652.53 feet;

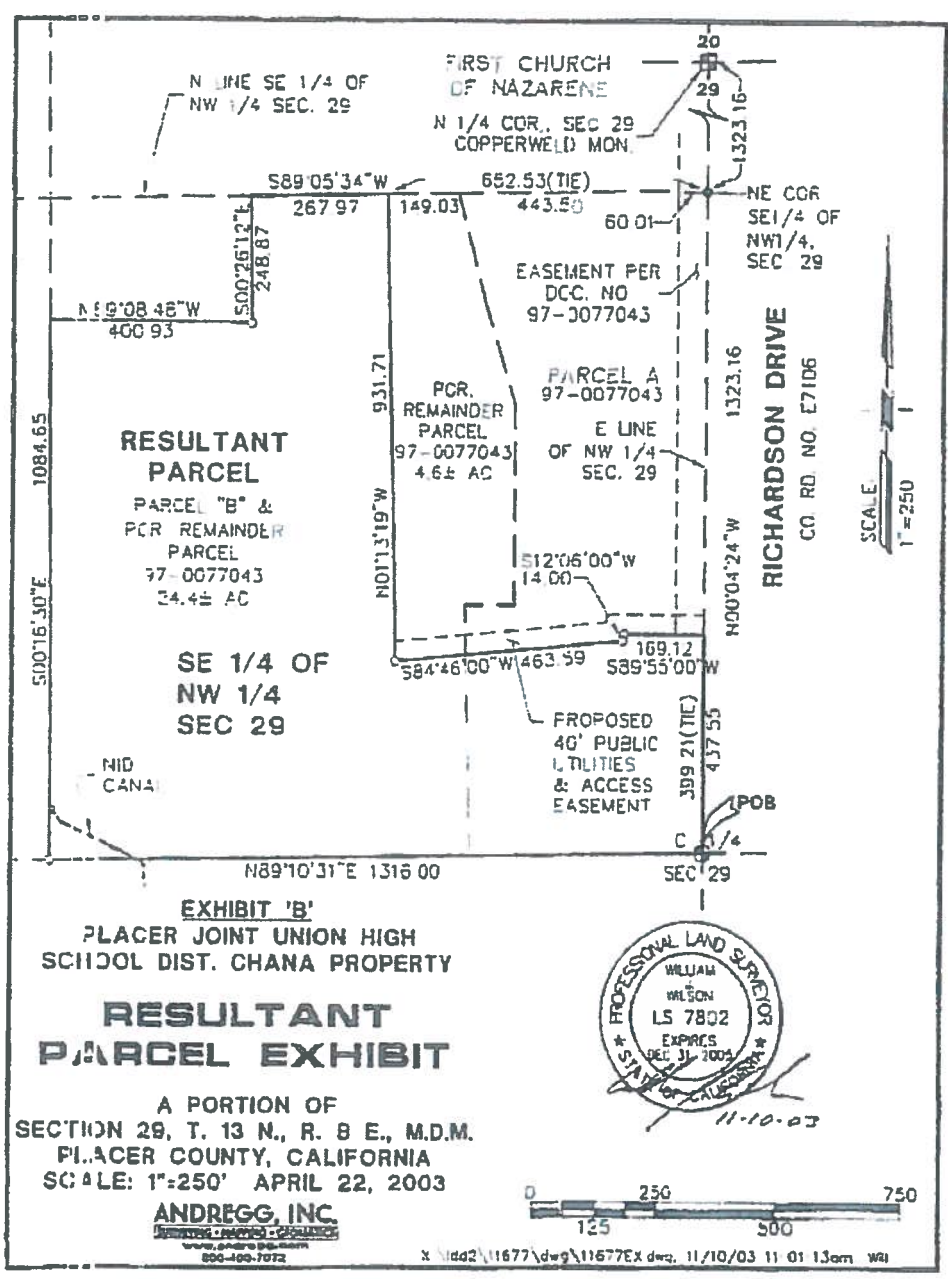
thence along the boundary line of the above described "Remainder Parcel" the following five (5) consecutive courses and distances:

- 1) South 89°05'34" West (cite: South 89°05'51" West) for a distance of 267.97 feet,
- 2) South 00°26'12" East for a distance of 248.87 feet,
- 3) North 89°08'48" West for a distance of 400.93 feet,
- 4) South 00°16'30" East for a distance of 1084.65 feet (cite: 1084.73 feet), and
- 5) North 89°10'31" East (cite: North 89°11'05" East) for a distance of 1316.00 feet to the point of beginning.

Containing 24.4 acres, more or less.

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EXHIBIT C
[Map of the Property]



2022/2023 PROJECT ACTIVITY REPORT		UPDATED 08/11/22	
PROJECT	EST. COST	NOTES	EST. COMPLETED
RECREATION PARK			
Driveway Asphalt Repair/Valve Box & Modular Bldgs. Courtyard Repair (2022)	22,500.00	Staff is in the process of getting three quotes for tree removal work which has to occur prior to the courtyard re-paving project starting.	Fall/Winter 2022
Wheelchair Swing Project (2018)	85,000.00	Project is being scheduled to occur the week of August 29th to avoid conflict with some rentals and events at the park. Work should take a little under two weeks to complete. Contractor is currently unable to forecast the exact start and stop dates but will contact the District with this info the week prior.	Summer 2022
Rec Shop Floor Reinforcement Project (2020)	20,000.00	PBM Construction Inc. responded back to the District that the floor reinforcement joist work would be around \$40-\$45K. The bathroom door replacement component would be approximately \$10K. They did not price the sealing of the concrete floors in the restrooms. This project will need to be put on hold until the budget for this work can be revised.	TBD
Modular Bldg. #1 Roof Repair Project (2022)	15,000.00	Staff will seek fresh quotes for this work from contractors that place bids on the Christian Valley Tutor Totter roof project.	Fall 2022
MEADOW VISTA PARK			
Playground Replacement Project	100,000.00	The short asphalt path connection to the ADA wheelchair ramp to the new playground has been installed. Entire project now complete.	MAY 2022
Parking Lot Re-seal/Re-Stripe (combined with project below)	39,414.00	Project has been completed. Baldoni agreed to come back out and paint a red curb for the Fire District. Painting work remains to be completed.	JUNE 2022

2022/2023 PROJECT ACTIVITY REPORT		UPDATED 08/11/22	
PROJECT	EST. COST	NOTES	EST. COMPLETED
Pickleball Court Crack Repairs	0.00	PINK COLORED SECTIONS INDICATE NEW ACTIVITY Staff getting quotes and information regarding more permanent repairs that could take place next fiscal year.	2023/2024
ASHFORD PARK			
Levee Repairs & Paving (2022)	75,000.00	The spillway vegetation and fencing/gate work have been completed. This will allow contractors access to the culvert and the ability to put together bids for the work.	Fall 2022
Retaining Wall Investigation	10,000.00	Staff will be obtaining quotes from engineers for this investigation.	Summer 2022
OVERLOOK PARK			
Two Interpretive Signs (2022)	10,000.00	Signage program needs to be developed.	Winter 2022

2022/2023 PROJECT ACTIVITY REPORT		UPDATED 08/11/22	
PROJECT	EST. COST	NOTES	EST. COMPLETED
Restroom ADA Upgrades (2019)	15,000.00	PINK COLORED SECTIONS INDICATE NEW ACTIVITY Project signage and fixture adjustments will be done in-house when staffing levels allow. ADA Parking lot re-striping needs to be re-done and restroom partitions are in need of replacement. Staff will obtain quotes for this work.	Winter 2022
REGIONAL PARK & MARRIOTT MEADOWS SITE			
Marriot Meadows CD's and Park Construction Project (2021/22)	182,637.00	The first submittal 85% check set of drawings (35 sheets) has been received from Dudek and staff is in process of reviewing and redlining. Project specifications and updated cost estimate are to follow. As part of the new park construction work a sanitary sewer connection will need to be made to the County system in Richardson Drive. As the property is not currently tied into the existing sewer service area, it will have to be added. Placer County term for this is "annexation" and staff is working with the County to see if the District can be granted an exception to the fees a developer would be required to pay. The grant contract has been received and completed and it, along with the required Deed Restriction on the property will be brought to the A&D meeting and the Board for approval. Shade canopy design, playground design/public voting process and splash pad design are some of the related things that staff is concurrently working on.	Fall 2023
Kiosks/Signage (2022)	10,000.00	Signage program needs to be developed.	Winter 2022
Pond Leak Investigation (2022)	40,000.00	Staff will be obtaining quotes from engineers on this work.	Fall 2022

2022/2023 PROJECT ACTIVITY REPORT		UPDATED 08/11/22	
PROJECT	EST. COST	NOTES	EST. COMPLETED
Pickleball Court Crack Repairs	0.00	PINK COLORED SECTIONS INDICATE NEW ACTIVITY Staff getting quotes and information regarding more permanent repairs that could take place next fiscal year.	2023/2024
CVCC			
Bike Park - Construction (2015/2016) Fountain, signage, traffic control	15,000.00	Bike park drinking fountain installation work has begun and will be completed by 8/17. The Auburn Endurance Committee will be affixing a plaque to the fountain commemorating their donation at some point in the near future.	ONGOING
ADA Door Improvements & Deadbolt/door closing upgrades building-wide (2022)	50,000.00	Project work has been completed, walk-through inspection to follow. New ADA access automatic door works nicely.	SPRING/SUMMER 2022
RAILHEAD PARK			
Parking Lot Repair/Re-seal (2022)	60,000.00	Staff to obtain preliminary pricing from paving contractors for this work.	Spring 2023
WINCHESTER PARK			
Booster Pump & Filter Replacement (2022)	25,000.00	Staff has performed field investigation to determine required irrigation flows and has been reaching out to the Winchester Golf Course staff to obtain information on how the water is fed to our park from their system. Once this info has been obtained, the new booster pump can be specified and a scope of work and cost estimate can be developed. Cost is currently estimated at under 25K so three quotes will be needed vs formal bid. It is currently unclear as to whether a new filter will be needed as well.	Winter 2022

2022/2023 PROJECT ACTIVITY REPORT		UPDATED 08/11/22	
PROJECT	EST. COST	NOTES	EST. COMPLETED
CHRISTIAN VALLEY PARK			
Tutor Totter Roof Repair (2022)	45,000.00	Staff is preparing a formal bid package for this project. Tutor Totter staff have expressed willingness for this work to occur concurrent with the nursery school operations so they don't have to wait till the end of the school year to get their new roof.	Fall 2022
AUBURN ELEMENTARY			
Discovery Club Modular Roof Repair (2022)	15,000.00	Staff will be obtaining quotes for this work.	Fall 2022
MULTI-PARK ITEMS			
Energy Efficient Upgrades (2021) Electrical and Plumbing scope additions	84,000.00	Staff had a video conference call with Centrica and ECM, the parent company of the plumbing contractor and ECM communicated that regardless of what the insurance company previously sent, they are going to get another company out to CVCC and double check/revise the work scope and pricing and get the repair work done as soon as possible. This new scope will have provisions for mold remediation if it is found during the work. They apologized that the process has taken so long and promised that if their insurer refuses to cover anything, they will pay for it themselves.	ONGOING 2021/22
Fiscal Year Projects Total:			918,551.00

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ARD Board Members – 1948 through 2022

<p><u>ARD Board, 1948</u></p>	<p><u>ARD Board Members, Jan. – July 1956</u> Chairman R.D. Richardson Director Edna Hollenbeck Director Clarence M. Ormsby Director Harry White Director John M. Warner Director Harry Rosenberry Director Elaine Nelson</p>	<p><u>ARD Board Members, 1966</u> Chairman R.D. Richardson Director Joe Chevreaux Director Harry White Director Ted Zeller Director Darrel Reed</p>
<p><u>ARD Board Members, Jan. – Aug. 1950</u> Chairman R.D. Richardson Director Will S. Cluff, Jr. Director Clarence M. Ormsby Director Herb Dennis Director S. Brown Director William R. Frazer</p>	<p><u>ARD Board Members, Aug. – Dec. 1956</u> Chairman R.D. Richardson Director Edna Hollenbeck Director Clarence M. Ormsby Director Harry White Director Ralph Griffith Director Harry Rosenberry Director Elaine Nelson</p>	<p><u>ARD Board Members, 1968</u> Chairman R.D. Richardson Director Joe Chevreaux Director Darrel Reed Director Harry White Director Ted Zeller</p>
<p><u>ARD Board Members, Sept. – Dec. 1950</u> Chairman R.D. Richardson Director Ray Weller Director Clarence M. Ormsby Director Herb Dennis Director S. Brown Director William R. Frazer</p>	<p><u>ARD Board Members, 1958</u></p>	<p><u>ARD Board Members, 1970</u> Chairman Harry White Director Joe Chevreaux Director Darrel Reed Director Bill Fulks Director R.D. Richardson</p>
<p><u>ARD Board Members, Jan – June 1952</u> Chairman R.D. Richardson Director Edna Hollenbeck Director Clarence M. Ormsby Director Herb Dennis Director Frank Carman Director Elaine Nelson</p>	<p><u>ARD Board Members, 1960</u> Chairman R.D. Richardson Director Mary Jane Moss Director Charles Ormsby Director Harry Rosenberry Director Robert Forson Director Bert A. Griffith</p>	<p><u>ARD Board Members, 1972</u> Chairman R.D. Richardson Director Joe Chevreaux Director Bill Fulks Director Darrel Reed Director Harry White</p>
<p><u>ARD Board Members, July – Dec. 1952</u> Chairman R.D. Richardson Director Edna Hollenbeck Director Clarence M. Ormsby Director Harry White Director Frank Carman Director Elaine Nelson</p>	<p><u>ARD Board Members, 1962</u></p>	<p><u>ARD Board Members, 1974</u> Chairman H.H. White Director Joe Chevreaux Director Darrel Reed Director Richard Prather Director Virgil Traynor</p>
<p><u>ARD Board Members, 1954</u> Chairman R.D. Richardson Director Edna Hollenbeck Director Clarence M. Ormsby Director Harry White Director Frank Carman Director Elaine Nelson</p>	<p><u>ARD Board Members, 1964</u></p>	<p><u>ARD Board Members, 1976</u> Chairman Darrel Reed Director William Tellman Director Harry White Director Richard Prather Director Virgil Traynor</p>

ARD Board Members – 1948 through 2022

<u>ARD Board Members, 1978</u>	<u>ARD Board Members, 1992</u>	<u>ARD Board Members, 2004</u> Chairwoman Nina Ashford Director Jim Gray Director Gordon Ainsleigh Director Jimmy Carroll Director Scott Holbrook
<u>ARD Board Members, 1980</u> Chairman Randy Fee Director Sharon Cavallo Director Jug Covich Director Celia Lyman Broadwell Director Virgil Traynor	<u>ARD Board Members, 1994</u> Chairman Don Ferretti Director Bryan Porter Director Michael Murphy Director Jug Covich Director Mark Jansen	<u>ARD Board Members, 2006</u> Chairwoman Nina Ashford Director Jim Gray Director Gordon Ainsleigh Director Jimmy Carroll Director Scott Holbrook
<u>ARD Board Members, 1982</u>	<u>ARD Board Members, 1996</u> Chairman Ralph Swann Director Rob Lee Director William Wauters Director Robert McNamara Director Jerry Erb	<u>ARD Board Members, 2008</u> Chairman Scott Holbrook Director Curt Smith Director Gordon Ainsleigh Director Jimmy Carroll Director Jim Gray
<u>ARD Board Members, 1984</u> Chairman Jug Covich Director Robert Hablitzel Director Celia Lyman Broadwell Director Richard Guillen Director Ralph Miller	<u>ARD Board Members, Jan. – June 1998</u> Chairman Robert McNamara Director Cathy Allen Director William Wauters Director J. Robin Lee Director Ralph Swann	<u>ARD Board Members, 2010</u> Chairman Jim Gray Director Jim Ferris Director Gordon Ainsleigh Director Scott Holbrook Director Curt Smith
<u>ARD Board Members, 1986</u> Chairman Jug Covich Director Robert Hablitzel Director Kenneth Bailey Director Richard Guillen Director Ralph Miller	<u>ARD Board Members, July – Dec. 1998</u> Chairman Robert McNamara Director Cathy Allen Director William Wauters Director J. Robin Lee Director Scott Holbrook	<u>ARD Board Members, 2012</u> Chairman Scott Holbrook Director Curt Smith Director Gordon Ainsleigh Director Jim Ferris Director Jim Gray
<u>ARD Board Members, 1988</u> Chairman Jug Covich Director Nick Willick Director Kenneth Bailey Director Don Ferretti Director Ralph Miller	<u>ARD Board Members, 2000</u>	<u>ARD Board Members, 2014</u> Chairman Curt Smith Director Gordon Ainsleigh Director Jim Ferris: Director Jim Gray Director Scott Holbrook
<u>ARD Board Members, 1990</u> Chairman Jug Covich Director Ken Bailey Director Don Ferretti Director Bryan Porter Director Ralph Miller	<u>ARD Board Members, 2002</u>	<u>ARD Board Members, 2016</u> Chairman Jim Ferris Director Gordon Ainsleigh Director Mike Lynch Director Scott Holbrook Director Jim Gray

ARD Board Members – 1948 through 2022

<u>ARD Board Members, 2018</u> Chairman Jim Gray Director Gordon Ainsleigh Director Jim Ferris Director Scott Holbrook Director Mike Lynch	<u>ARD Board Members, 2022</u> Chairman Mike Lynch Director Gordon Ainsleigh Director Jim Gray Director Jim Ferris Director Scott Holbrook	
<u>ARD Board Members, 2020</u> Chairman Scott Holbrook Director Gordon Ainsleigh Director Jim Gray Director Jim Ferris Director Mike Lynch		