

**AUBURN AREA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS
AGENDA
MEETING OF THE BOARD OF DIRECTORS**

6:00 P.M.

**THURSDAY, DECEMBER 19, 2013
CANYON VIEW COMMUNITY CENTER, BOARD ROOM
471 MAIDU DRIVE
AUBURN, CA**

Materials related to an item on this Agenda submitted to the District after distribution of the agenda packet are available for public inspection in the District's Office at 471 Maidu Drive, Auburn, CA 95603 during normal business hours.

1.0 CALL TO ORDER

FLAG SALUTE (Pledge to the Flag)

The Board of Directors of the Auburn Area Recreation and Park District welcomes you to its meetings. Regular meetings are scheduled at 6 p.m. the last Thursday of each month. Your attendance and interest is encouraged and appreciated. Special accommodations may be made upon request to the District Administrator 72 hours in advance of the meeting.

Roll Call

Gray _____ Smith _____ Holbrook _____ Ainsleigh _____ Ferris _____

2.0 INTRODUCTIONS, PRESENTATIONS AND ANNOUNCEMENTS

Presentation of a plaque from District Administrator Kahl Muscott to Director Jim Gray, outgoing Board Chairman for 2013.

3.0 AGENDA REVIEW, CHANGES, AND APPROVAL

Motion by _____ Second by _____ to _____

Gray _____ Smith _____ Holbrook _____ Ainsleigh _____ Ferris _____

4.0 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 Board of Directors. After you are recognized by the Board Chairperson, please come to the lectern and state your name, and address for the record (optional). There is a time limitation of three minutes.

5.0 CONSENT ITEMS – (roll call vote) All matters listed under the Consent Calendar are to be considered routine by the Board of Directors and will be enacted by one motion in the form listed. There will be no separate discussion of these items unless, before the Board votes on the motion to adopt, a member or members of the Board, staff or the public requests a specific item to be removed from the Consent Calendar for separate discussion and action.

_____ **5.1 Review and Approval of Minutes of the November 21, 2013 Meeting of the Board of Directors**

Review and approval of minutes.

_____ **5.2 Review of Cash Requirements for November, 2013 (Standing Finance Committee)**

This item was reviewed and approved by the Standing Finance Committee and forwarded to the Board of Directors for review and approval.

_____ **5.3 Review of Financials for November, 2013 (Standing Finance Committee)**

This item was reviewed and approved by the Standing Finance Committee and forwarded to the Board of Directors for review and approval.

_____ **5.4 Disposition of Assets (Standing Finance Committee)**

Shall the Auburn Area Recreation and Park District Board of Directors dispose of obsolete equipment?

_____ **5.5 Fee Waiver Request from the American Association of University Women for the Trivia Bee (Standing Finance Committee)**

Shall the Auburn Area Recreation and Park District Board of Directors grant a fee waiver to the American Association of University Women for the Trivia Bee?

_____ **5.6 Transfer of Reserve Funds**

Shall the Auburn Area Recreation and Park District Board of Directors adopt Resolution Number 2013-19 approving the transfer of \$20,080.38 from the Contingency Reserve to the Equipment Reserve?

_____ **5.7 Sale of Cell Tower Lease**

Shall the Auburn Area Recreation and Park District Board of Directors adopt Resolution Number 2013-20 authorizing the District Manager to Execute Any and All Documents Concerning an Easement Purchase and Assignment of Lease Agreement By and Between Auburn Area Recreation and Park District and Land Leases, LLC?

Motion by _____ Second by _____ to _____

Gray _____ Smith _____ Holbrook _____ Ainsleigh _____ Ferris _____

Roll Call Vote

6.0 ITEMS REMOVED FROM CONSENT CALENDAR FOR SEPARATE ACTION

6.1

7.0 ADMINISTRATOR’S AND DEPARTMENTAL REPORTS

Please see reports, fee waiver log, project list and vandalism report under item 7.0.

8.0 UNFINISHED BUSINESS

None.

9.0 NEW BUSINESS

_____ **9.1 Election of Officers and Consider Committee Meeting Assignments**

Recommendation: Elect officers and consider committee meeting assignments. Each member has the right to nominate another member. No second is required for a nomination. Begin with the office of Chairperson. Please see attachment for correct procedural information.

Motion by _____ Second by _____ to _____

Gray _____ Smith _____ Holbrook _____ Ainsleigh _____ Ferris _____

Roll Call Vote

_____ **9.2 Auburn Bike Park/Bicycle Pump Track Location (Acquisition & Development Committee)**

Shall the Auburn Area Recreation & Park District Board of Directors designate a site for the Bike Park/Pump Track?

Motion by _____ Second by _____ to _____

Gray _____ Smith _____ Holbrook _____ Ainsleigh _____ Ferris _____

Roll Call Vote

_____ **9.3 Christian Valley Site Conservation Easement (Acquisition & Development Committee)**

Shall the Auburn Area Recreation & Park District Board of Directors adopt Resolution Number 2013-17 authorizing the District Administrator to sign a Conservation Easement for the Fee Title Donation of Land from PG&E at the Christian Valley Site?

Motion by _____ Second by _____ to _____

Gray _____ Smith _____ Holbrook _____ Ainsleigh _____ Ferris _____

Roll Call Vote

_____ **9.4 Railhead Park Improvements Notice of Exemption (Acquisition & Development Committee)**

Shall the Auburn Area Recreation & Park District Board of Directors adopt Resolution Number 2013-18, Approving the Notice of Categorical Exemption for the Playground and Site Improvements at Railhead Park?

Motion by _____ Second by _____ to _____

Gray _____ Smith _____ Holbrook _____ Ainsleigh _____ Ferris _____

Roll Call Vote

_____ **9.5 CSDA Call for Nominations – Board of Directors Region 2, Seat C**

Shall the Auburn Area Recreation & Park District Board of Directors make a nomination for election to the CSDA Board of Directors?

Motion by _____ Second by _____ to _____

Gray _____ Smith _____ Holbrook _____ Ainsleigh _____ Ferris _____

Roll Call Vote

_____ **10.0 ITEMS FOR DISCUSSION AND INFORMATIONAL ITEMS**

None.

_____ **11.0 BRIEF ANNOUNCEMENTS AND REPORTS FROM BOARD MEMBERS**

No action will be taken at this time on any item announced or reported by a Board Member. The Board or a member of the Board may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter so reported, or take action to direct staff to place a matter of business on a future agenda.

_____ **12.0 Board Member Comments:**

Jim Gray, Jim Ferris, Scott Holbrook, Gordon Ainsleigh, and Curt Smith.

_____ **12.1 Chairman Appointments:**

Acquisition & Development Committee	Directors Gray & Ainsleigh
Party in the Park	Director Holbrook, Director Ferris, & Staff
Program, Personnel, Policy & Fee Committee	Directors Holbrook & Ferris
Finance Committee	Directors Holbrook & Smith
User Group Liaisons	Directors Gray & Ainsleigh
Legal Review Committee	Directors Holbrook & Ferris
Sergeant at Arms	District Administrator Kahl Muscott
Public Agency Liaisons	To be determined by the ARD Board Chairman

_____ **12.2 District Administrator Appointed Standing Committee:**

Strategic Plan Review Steering Committee Directors Holbrook, Ferris,
Kahl Muscott, Joe Fecko, Pamela Vann

Marketing and Program Plan Committee Director Ferris and Staff

**ADA (American's With Disabilities Act)
Transition Plan Committee** Director Ferris, Kahl Muscott,
Joe Fecko, Pamela Vann

Adopt A Park Committee Director Ainsleigh, Director Ferris,
Kahl Muscott, Larry Gray

_____ **12.3 Media Representatives** District Administrator Kahl
Muscott

_____ **12.4 Parliamentarian** District Administrator
Kahl Muscott

_____ **13.0 CORRESPONDENCE/COMMUNICATIONS AND INFORMATIONAL**

1. Thank you note from the American Legion Post # 620 Rocklin.

_____ **14.0 ITEMS TO BE CONSIDERED AT FUTURE BOARD MEETINGS**

**14.1 FOLLOW-UP INFORMATION FROM THE PREVIOUS BOARD AND/OR
COMMITTEE MEETINGS**

None.

14.2 PENDING ITEMS REQUIRING MORE DETAILED RESEARCH

None.

_____ **15.0 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 Board of Directors.
After you are recognized by the Board Chairperson, please come to the lectern and state
your name, and address for the record (optional). There is a time limitation of three minutes.

_____ 16.0 CLOSED SESSION

16.1 Public Employee Performance Evaluation. (Gov. Code, 54954.5, subd. (e), 54957.)

Title: District Administrator

_____ 17.0 OPEN SESSION – REPORT/ACTION ON OR ABOUT CLOSED SESSION

ADJOURNMENT

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

12-13-13
Date

10:45 AM.
Time

J. Hanson
Clerk to the Board

SECTION: 5.0

**ITEM: 5.1 REVIEW AND APPROVAL OF MINUTES OF THE
NOVEMBER 21, 2013 MEETING OF THE BOARD
OF DIRECTORS**

DESCRIPTION:

INFORMATION: SEE ATTACHED MINUTES

**STAFF
RECOMMENDATION: BOARD OF DIRECTORS REVIEW & APPROVE
MINUTES**

FISCAL IMPACT:

**Auburn Area Recreation and Park District
Minutes
of the Meeting of the Board of Directors
Thursday, November 21, 2013, 6:00 p.m.
Canyon View Community Center
471 Maidu Drive
Auburn, CA**

Board Members

Present: Chairman Jim Gray
Director Curt Smith
Director Scott Holbrook
Director Jim Ferris
Director Gordon Ainsleigh

Board Members

Absent: None.

Staff Present:

Kahl Muscott, District Administrator
Joe Fecko, Administrative Services Manager
Larry Gray, Facilities & Grounds Manager
Manouch Shirvanioun, Customer Service/Marketing Manager
Sheryl Petersen, Recreation Services Manager
Pamela Vann, Landscape Architect
Patricia Larson, Recording Secretary

1.0 CALL TO ORDER

The Meeting of the Board of Directors was called to order at 6:02 p.m. by Chairman Gray.

2.0 INTRODUCTIONS, PRESENTATIONS AND ANNOUNCEMENTS

Presentation from Sports Coordinator Jerry Fisher to Stacy Linton, volunteer of the month for November, 2013 for the Ms. October Tournament.

3.0 AGENDA REVIEW, CHANGES AND APPROVAL

A motion was made by Director Smith and seconded by Director Gray to remove item 9.3 from the agenda and not have it brought back to the Board until the Acquisition & Development Committee has fully researched all other sites, and recommends a second site not including Overlook Park for the pump track. The recommendation from the Acquisition & Development Committee can then be sent back to the Board for consideration. The rest of the agenda is approved as written.

Roll Call Vote

4- 1 Motion carries.

Director Holbrook voted no.

4.0 PUBLIC COMMENT (fill in later)

Janine Steinheimer from the Placer High Grad Night committee gave public comment requesting the use of the pool for the upcoming 2014 Grad Night.

Diana Boyer from the Bike Park Committee gave public comment regarding the location of Overlook Park for the pump track.

Curtis Christensen of Auburn Bike Works gave public comment on Overlook Park being the best location for the pump track.

Teresa Zaro, an Auburn resident gave public comment voicing support for the pump track.

Jenny Markoff, an Auburn resident gave public comment regarding concern about the time frame for the pump track.

Lisa Kodl of Auburn Bike Works gave public comment regarding the location of Overlook Park for the pump track.

Mike Thompson of Auburn Bike Works gave public comment that the Bike Park Committee needs to know what they need to do to get a vote from Board for the location of the pump track.

Mark from Rancho Murietta gave public comment regarding the process that needs to be followed in building a pump track.

Todd from the Bike Park Committee gave public comment asking what will it take to get the pump track project out of the Acquisition & Development Committee.

A child gave public comment that he would rather ride at the bike park than play video games.

Randy Spangler, a mountain bike trail builder gave public comment that pump tracks have cleaned up areas, location is a huge factor.

An Auburn resident from Belmont Street gave public comment that Overlook Park is not the right location for the pump track.

An Auburn resident gave public comment regarding Overlook Park is not aesthetically pleasing, expressed being optimistic for the pump track being built.

A Newcastle/Auburn resident gave public comment that the pump track group will police the pump track themselves.

Bud Rietjens, 403 Gold Street, Auburn, CA gave public comment that he understands the frustration of the people who want the pump track. He asked the group to seriously look at other locations.

Greg Keegan, an Auburn resident gave public comment that there is a skateboard/BMX park in Redwood City, he has never heard of any problems at that site.

The pump track will be an agenda item on the December 9, 2013 Acquisition & Development Committee meeting.

Public Comment ended at 7:32 p.m.

A recess was taken at 7:32 p.m., the meeting reconvened at 7:37 p.m.

A video presentation for the pump track will be emailed to Kahl Muscott by Diana Boyer for board members who wish to review it.

5.0 CONSENT ITEMS

5.1 Review and Approval of Minutes of the October 30, 2013 Meeting of the Board of Directors

5.2 Review of Cash Requirements for October, 2013 (Standing Finance Meeting)

5.3 Review of Financials for October, 2013 (Standing Finance Meeting)

5.4 Appointment of New Auditor (Standing Finance Meeting)

5.5 Electronic Board Packet Policy (Program, Personnel, Policy & Fee Meeting)

A motion was made by Director Holbrook and seconded by Director Smith to approve the consent calendar with item 5.5 being moved to 6.1 for discussion.

Roll Call Vote

5 –0 Motion carries.

6.0 ITEMS REMOVED FROM CONSENT CALENDAR FOR SEPARATE ACTION

6.1 Item 5.5, Electronic Board Packet Policy became item 6.1 for discussion.

A motion was made by Director Holbrook and seconded by Director Smith to approve the Electronic Board Packet Policy.

Roll Call Vote

5 – 0 Motion carries.

7.0 ADMINISTRATOR'S AND DEPARTMENTAL REPORTS

Board reports, the fee waiver log, project list and vandalism report were provided to the Board under separate cover.

8.0 UNFINISHED BUSINESS

None.

9.0 NEW BUSINESS

9.1 Overlook Park Closing on a Daily Basis (Acquisition & Development Committee)

A motion was made by Director Holbrook and seconded by Director Gray to approve staff's recommendation of closing and locking the gates by a private security firm with the hours of the closing/lock up time varying with the season.

Roll Call Vote

3 no votes, Directors Smith, Ainsleigh and Ferris voted no.

2 yes votes, Directors Holbrook and Gray voted yes.

Motion did not pass.

A modified motion was made by Director Holbrook and seconded by Director Ainsleigh to approve staff's recommendation of closing and locking the gates by a private security firm with the hours of the closing/lock up time for staff to determine. Director Holbrook gave direction on placement of the gates at Overlook Park.

Roll Call Vote

4 yes votes, Directors Gray, Holbrook Ainsleigh and Ferris.

1 no vote, Director Smith.

4 – 1 Motion carries.

9.2 Allowing Bikes in the Auburn Skate Park (Acquisition & Development Committee)

A motion was made by Director Smith and seconded by Director Ainsleigh to allow bikes and skate boards in the Skate Park on a six month trial basis with a tentative schedule as follows:

Bikes only: Wednesday, Friday, Sunday

Skate boarding only: Monday, Tuesday, Thursday, Saturday

The situation will be evaluated after six months to gauge any issues/conflicts and cooperation amongst Skate Park users. This evaluation would include an inspection of damage, if any, done to the Skate Park from bikes.

Roll Call Vote

3 – 1 – 1 Motion carries.

3 yes votes Directors Gray, Smith, and Ainsleigh

1 no vote, Director Holbrook

1 abstention, Director Ferris.

Director Holbrook left the meeting at 8:44 p.m.

9.3 Transfer from Reserve Fund to General Fund for Projects, this item that was originally item 9.4 became 9.3 as item 9.3, Presentation and Possible Direction for Location of the Bike Park/Pump Track was removed from the agenda.

A motion was made by Director Smith and seconded by Director Gray to adopt Resolution Number 2013-16, A Resolution of the Governing Board of the Auburn Area Recreation and Park District to transfer funds from the Future Capital Construction Reserve, the ADA Reserve, and the City Mitigation Account to the General Fund.

Roll Call Vote

4 – 0 Motion carries.

Director Holbrook was not present for this vote.

10.0 ITEMS FOR DISCUSSION AND INFORMATIONAL ITEMS

None.

11.0 BRIEF ANNOUNCEMENTS AND REPORTS FROM BOARD MEMBERS

No action will be taken at this time on any item announced or reported by a Board Member. The Board or a member of the Board may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent Meeting concerning any matter so reported, or take action to direct staff to place a matter of business on a future agenda.

12.0 Board Member Comments:

Jim Ferris, Jim Gray, Scott Holbrook, Gordon Ainsleigh & Curt Smith.

12.1 Chairman Appointments:

**Acquisition & Development
Committee**

Directors Gray & Ainsleigh

Party in the Park

Directors Holbrook, Ferris &
Staff

Program, Personnel, Policy & Fee Committee	Directors Holbrook & Ferris
Finance Committee	Directors Holbrook & Smith
User Group Liaisons	Directors Gray & Ainsleigh
Legal Review Committee	Directors Holbrook & Ferris
Sergeant at Arms	District Administrator Kahl Muscott

12.2 District Administrator Appointed Standing Committee:

Strategic Plan Review Steering Committee	Directors Holbrook, Ferris, Kahl Muscott, Joe Fecko, Pamela Vann
Marketing and Program Plan Committee	Director Ferris & Staff
ADA (American's With Disabilities Act) Transition Plan Committee	Director Ferris, Kahl Muscott, Joe Fecko, Pamela Vann
Adopt A Park Committee	Director Ainsleigh, Director Ferris, Kahl Muscott, Larry Gray

12.3 Media Representatives District Administrator Kahl Muscott

12.4 Parliamentarian District Administrator Kahl Muscott

13.0 CORRESPONDENCE/COMMUNICATIONS AND INFORMATIONAL

Correspondence was attached.

14.0 ITEMS TO BE CONSIDERED AT FUTURE BOARD MEETINGS

None.

14.1 FOLLOW-UP INFORMATION FROM THE PREVIOUS BOARD AND/OR COMMITTEE MEETINGS

None.

14.2 PENDING ITEMS REQUIRING MORE DETAILED RESEARCH

None.

15.0 PUBLIC COMMENT

None.

16.0 CLOSED SESSION – Closed Session began at 8:47 p.m.

17.0 OPEN SESSION – Open Session began at 9:08 p.m.

No reportable action.

ADJOURNMENT - As there was no further business, the meeting was adjourned at 9:09 p.m. by Chairman Gray.

Board Secretary

Date

SECTION: 5.0

**ITEM: 5.2 REVIEW OF CASH REQUIREMENTS FOR
NOVEMBER, 2013**

DESCRIPTION: ACCOUNTS PAYABLE

INFORMATION: SEE ATTACHED INFORMATION

**STAFF
RECOMMENDATION: THIS ITEM WAS REVIEWED BY THE STANDING
FINANCE COMMITTEE AND FORWARDED TO
THE BOARD OF DIRECTORS FOR REVIEW AND
APPROVAL**

FISCAL IMPACT: \$373,415.09

Auburn Rec & Park
 VENDOR CHECK REGISTER REPORT
 Payables Management

Ranges: From: To: From: To:
 Check Number First Last Check Date 11/1/2013 11/30/2013
 Vendor ID First Last Checkbook ID UMPQ UMPQ
 Vendor Name First Last

Sorted By: Check Date

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
056572	1099-174	John Dumont Stump Grinding	11/1/2013	UMPQ	PMCHK00002089	\$300.00
056573	1099-252	Donna Lisa Otto	11/1/2013	UMPQ	PMCHK00002089	\$42.00
056574	1099-262	Gwenn Jones	11/1/2013	UMPQ	PMCHK00002089	\$104.00
056575	1099-264	Philip Green	11/1/2013	UMPQ	PMCHK00002089	\$117.00
056576	1099-288	Al Trimarchi	11/1/2013	UMPQ	PMCHK00002089	\$249.60
056577	1099-49	Paula Duffy	11/1/2013	UMPQ	PMCHK00002089	\$1,413.75
056578	1099-5	Daniel Crandall DBA:Current A	11/1/2013	UMPQ	PMCHK00002089	\$199.50
056579	1099-99	Chris Atkinson	11/1/2013	UMPQ	PMCHK00002089	\$84.00
056580	A0109	ABACUS	11/1/2013	UMPQ	PMCHK00002089	\$547.50
056581	C0004	CAPRI	11/1/2013	UMPQ	PMCHK00002089	\$15,845.00
056582	C0061	California Computer Services	11/1/2013	UMPQ	PMCHK00002089	\$580.00
056583	C0072	CIT Technology Fin. Serv., Inc	11/1/2013	UMPQ	PMCHK00002089	\$532.13
056584	C0111	CENTRAL VALLEY BROADBAND	11/1/2013	UMPQ	PMCHK00002089	\$189.90
056585	C0113	Cooks Portable Toilets & Septi	11/1/2013	UMPQ	PMCHK00002089	\$925.00
056586	D0012	BNY Mellon Trust Co.	11/1/2013	UMPQ	PMCHK00002089	\$653.67
056587	E0012	Eagle Fence Company, Inc	11/1/2013	UMPQ	PMCHK00002089	\$2,810.00
056588	E0026	Entek, Inc.	11/1/2013	UMPQ	PMCHK00002089	\$623.00
056589	F0041	Friends of ARD	11/1/2013	UMPQ	PMCHK00002089	\$4,978.43
056590	G0002	GSSA	11/1/2013	UMPQ	PMCHK00002089	\$100.00
056591	G0006	Gold Country Media Publication	11/1/2013	UMPQ	PMCHK00002089	\$777.40
056592	G0027	Giuliani & Kull, Inc.	11/1/2013	UMPQ	PMCHK00002089	\$300.00
056593	G0079	Gabe Mendez Inc	11/1/2013	UMPQ	PMCHK00002089	\$76,169.82
056594	K0010	Knorr Systems, Inc.	11/1/2013	UMPQ	PMCHK00002089	\$675.24
056595	K0019	Kronick, Moskovitz, Tiedemann	11/1/2013	UMPQ	PMCHK00002089	\$1,462.50
056596	L0023	Vincent Garcia Lopez	11/1/2013	UMPQ	PMCHK00002089	\$117.50
056597	M0099	George Eric Menig DBA Menig We	11/1/2013	UMPQ	PMCHK00002089	\$2,250.00
056598	N0003	Norris Electric, Inc.	11/1/2013	UMPQ	PMCHK00002089	\$3,730.20
056599	P0005	Placer County Water Agency	11/1/2013	UMPQ	PMCHK00002089	\$7,622.09
056600	P0007	Pacific Gas & Electric Company	11/1/2013	UMPQ	PMCHK00002089	\$2,157.32
056601	P0023	PG&E	11/1/2013	UMPQ	PMCHK00002089	\$113.48
056602	P0058	Pitney Bowes Credit Corporatio	11/1/2013	UMPQ	PMCHK00002089	\$85.30
056603	P0106	Placer Floors, Inc.	11/1/2013	UMPQ	PMCHK00002089	\$5,828.75
056604	P1001	Principal Life Insurance Co-Gr	11/1/2013	UMPQ	PMCHK00002089	\$2,187.72
056605	S0016	Sam's Club	11/1/2013	UMPQ	PMCHK00002089	\$741.12
056606	T0019	Tricon Construction, Inc.	11/1/2013	UMPQ	PMCHK00002089	\$34,656.00
056607	T0058	TELEPACIFIC COMMUNICATIONS	11/1/2013	UMPQ	PMCHK00002089	\$687.24
056608	T1000	Transamerica Life Insurance	11/1/2013	UMPQ	PMCHK00002089	\$400.00
056609	TEMPB	David Beare	11/1/2013	UMPQ	PMCHK00002089	\$30.00
056610	TEMPM	Mel Meinert	11/1/2013	UMPQ	PMCHK00002089	\$15.00
056611	TEMPV	Nancy Varvas	11/1/2013	UMPQ	PMCHK00002089	\$55.00
056612	U0016	Uptown Signs & Graphics, Inc.	11/1/2013	UMPQ	PMCHK00002089	\$160.99
056613	V0007	Verizon Wireless	11/1/2013	UMPQ	PMCHK00002089	\$301.31
056614	X0002	P&G	11/1/2013	UMPQ	PMCHK00002089	\$273.00
56615	F0004	Court-Ordered Debt Collections	11/8/2013	UMPQ	PMCHK00002090	\$83.74
56616	S1007	Stationary Engineers, Local 39	11/8/2013	UMPQ	PMCHK00002090	\$240.30
56617	S1010	State Disbursement Unit	11/8/2013	UMPQ	PMCHK00002090	\$87.50
56618	U0019	US Bank	11/13/2013	UMPQ	PMCHK00002091	\$17,196.87
56619	1099-104	Thomas Seibel	11/15/2013	UMPQ	PMCHK00002092	\$178.75
56620	1099-117	Juan Aceituno	11/15/2013	UMPQ	PMCHK00002092	\$412.75
56621	1099-178	VDR Inc DBA K9 101	11/15/2013	UMPQ	PMCHK00002092	\$220.50
56622	1099-203	Susan Thomas	11/15/2013	UMPQ	PMCHK00002092	\$566.80
56623	1099-218	Auburn Gymnastics Center	11/15/2013	UMPQ	PMCHK00002092	\$269.75
56624	1099-247	Clifford Johnson	11/15/2013	UMPQ	PMCHK00002092	\$16.25
56625	1099-252	Donna Lisa Otto	11/15/2013	UMPQ	PMCHK00002092	\$585.00
56626	1099-269	Deborah Lynn	11/15/2013	UMPQ	PMCHK00002092	\$58.50
56627	1099-277	Foothill Karake Do	11/15/2013	UMPQ	PMCHK00002092	\$195.00
56628	1099-285	Amanda Rogers	11/15/2013	UMPQ	PMCHK00002092	\$136.17

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
56629	1099-289	Judy Gamet	11/15/2013	UMPQ	PMCHK00002092	\$243.75
56630	1099-291	Isaac Humber	11/15/2013	UMPQ	PMCHK00002092	\$136.50
56631	1099-42	Guadalupe Cook	11/15/2013	UMPQ	PMCHK00002092	\$39.00
56632	1099-49	Paula Duffy	11/15/2013	UMPQ	PMCHK00002092	\$218.40
56633	A0001	Recology Auburn Placer	11/15/2013	UMPQ	PMCHK00002092	\$1,175.85
56634	A0014	AT&T	11/15/2013	UMPQ	PMCHK00002092	\$740.91
56635	A0018	Auburn Chamber of Commerce	11/15/2013	UMPQ	PMCHK00002092	\$155.00
56636	A0027	Recology Auburn Placer	11/15/2013	UMPQ	PMCHK00002092	\$1,968.54
56637	B0042	Boberg Hardwood Floors	11/15/2013	UMPQ	PMCHK00002092	\$60,800.00
56638	C0075	Cintas Corporation	11/15/2013	UMPQ	PMCHK00002092	\$92.72
56639	C0111	CENTRAL VALLEY BROADBAND	11/15/2013	UMPQ	PMCHK00002092	\$129.95
56640	C0113	Cooks Portable Toilets & Septi	11/15/2013	UMPQ	PMCHK00002092	\$1,598.38
56641	D0013	Deere Credit, Inc	11/15/2013	UMPQ	PMCHK00002092	\$990.63
56642	D0025	Dawson Oil Company	11/15/2013	UMPQ	PMCHK00002092	\$2,452.41
56643	D0066	De Lage Landen	11/15/2013	UMPQ	PMCHK00002092	\$562.12
56644	E0027	Eagle Ridge Construction & Roo	11/15/2013	UMPQ	PMCHK00002092	\$7,703.00
56645	G0006	Gold Country Media Publication	11/15/2013	UMPQ	PMCHK00002092	\$45.00
56646	G0077	Gold Country Water	11/15/2013	UMPQ	PMCHK00002092	\$100.50
56647	K0011	Kaiser Foundation Health Plan,	11/15/2013	UMPQ	PMCHK00002092	\$22,384.00
56648	L0027	Pat Larson	11/15/2013	UMPQ	PMCHK00002092	\$55.83
56649	M0098	Meadow Vista County Water Dist	11/15/2013	UMPQ	PMCHK00002092	\$1,509.63
56650	N0033	Neil O. Anderson and Associate	11/15/2013	UMPQ	PMCHK00002092	\$350.00
56651	N0040	Nevada City Community Broadcas	11/15/2013	UMPQ	PMCHK00002092	\$300.00
56653	P0007	Pacific Gas & Electric Company	11/15/2013	UMPQ	PMCHK00002092	\$7,628.04
56654	R0066	Michael A. Willis	11/15/2013	UMPQ	PMCHK00002092	\$250.00
56655	S0084	Sacramento Kings	11/15/2013	UMPQ	PMCHK00002092	\$1,800.00
56656	S0094	Manouch Shirvanioun	11/15/2013	UMPQ	PMCHK00002092	\$150.56
56657	S0110	Sierra Sports Service	11/15/2013	UMPQ	PMCHK00002092	\$1,196.00
56658	S1000	State Of California/DOJ	11/15/2013	UMPQ	PMCHK00002092	\$74.00
56659	TEMPB	Teri Bueb	11/15/2013	UMPQ	PMCHK00002092	\$62.00
56660	TEMPS	Karen Salmons	11/15/2013	UMPQ	PMCHK00002092	\$70.00
56661	TEMPT	Branae Taberna	11/15/2013	UMPQ	PMCHK00002092	\$110.00
56662	U0028	U.S. Bank Equipment Finance	11/15/2013	UMPQ	PMCHK00002092	\$383.82
56663	V0013	Pam Vann	11/15/2013	UMPQ	PMCHK00002092	\$144.86
56664	A0139	Auburn Ford	11/15/2013	UMPQ	PMCHK00002093	\$28,110.33
56666	O0017	Organic Sediment Removal Syste	11/15/2013	UMPQ	PMCHK00002094	\$6,850.00
56667	O0017	Organic Sediment Removal Syste	11/15/2013	UMPQ	PMCHK00002094	\$18,149.00
56668	F0004	Court-Ordered Debt Collections	11/22/2013	UMPQ	PMCHK00002095	\$83.68
56669	S1007	Stationary Engineers, Local 39	11/22/2013	UMPQ	PMCHK00002095	\$240.30
56670	S1010	State Disbursement Unit	11/22/2013	UMPQ	PMCHK00002095	\$87.50
56671	1099-117	Juan Aceituno	11/22/2013	UMPQ	PMCHK00002096	\$162.50
56672	1099-239	Macintosh-Oddo	11/22/2013	UMPQ	PMCHK00002096	\$1,855.75
56673	1099-243	Phillip Dallas	11/22/2013	UMPQ	PMCHK00002096	\$325.00
56674	1099-247	Clifford Johnson	11/22/2013	UMPQ	PMCHK00002096	\$97.50
56675	1099-256	Annette Cowan	11/22/2013	UMPQ	PMCHK00002096	\$156.00
56676	1099-278	Daniella Zimmerman	11/22/2013	UMPQ	PMCHK00002096	\$62.40
56677	1099-49	Paula Duffy	11/22/2013	UMPQ	PMCHK00002096	\$611.00
56678	C0061	California Computer Services	11/22/2013	UMPQ	PMCHK00002096	\$100.00
56679	C0111	CENTRAL VALLEY BROADBAND	11/22/2013	UMPQ	PMCHK00002096	\$129.95
56680	D0008	The Davey Tree Expert Company	11/22/2013	UMPQ	PMCHK00002096	\$980.00
56681	D0015	Department of Social Services	11/22/2013	UMPQ	PMCHK00002096	\$880.00
56682	E0011	ECORP Consulting, Inc.	11/22/2013	UMPQ	PMCHK00002096	\$278.08
56683	F0041	Friends of ARD	11/22/2013	UMPQ	PMCHK00002096	\$893.45
56684	K0010	Knorr Systems, Inc.	11/22/2013	UMPQ	PMCHK00002096	\$103.67
56685	M0019	Kahl Muscott	11/22/2013	UMPQ	PMCHK00002096	\$91.05
56686	N0003	Norris Electric, Inc.	11/22/2013	UMPQ	PMCHK00002096	\$180.00
56687	P0007	Pacific Gas & Electric Company	11/22/2013	UMPQ	PMCHK00002096	\$1,561.00
56688	P0023	PG&E	11/22/2013	UMPQ	PMCHK00002096	\$113.34
56689	P1001	Principal Life Insurance Co-Gr	11/22/2013	UMPQ	PMCHK00002096	\$2,187.72
56690	R0017	Ridge Golf Course, Inc.	11/22/2013	UMPQ	PMCHK00002096	\$60.00
56691	S0110	Sierra Sports Service	11/22/2013	UMPQ	PMCHK00002096	\$286.00
56692	S0133	Shelly's Smart Shopper	11/22/2013	UMPQ	PMCHK00002096	\$750.00
56693	TEMPJ	Beth Jamison	11/22/2013	UMPQ	PMCHK00002096	\$110.00
56694	TEMPP	Alicia Perkins	11/22/2013	UMPQ	PMCHK00002096	\$220.00

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
56695	TEMPS	Jenna Schmidt	11/22/2013	UMPQ	PMCHK00002096	\$10.00
56696	U0016	Uptown Signs & Graphics, Inc.	11/22/2013	UMPQ	PMCHK00002096	\$455.80
56697	X0002	P&G	11/22/2013	UMPQ	PMCHK00002096	\$273.00
Total Checks: 124						
					Total Amount of Checks:	\$373,415.09
						=====

SECTION: 5.0

**ITEM: 5.3 REVIEW OF FINANCIALS FOR NOVEMBER
2013**

DESCRIPTION: ACCOUNTS PAYABLE

INFORMATION: SEE ATTACHED INFORMATION

**STAFF
RECOMMENDATION: THIS ITEM WAS REVIEWED BY THE STANDING
FINANCE COMMITTEE AND FORWARDED TO
THE BOARD OF DIRECTORS FOR REVIEW AND
APPROVAL**

PROFIT & LOSS (Table 1)
13/14 Mid-Year Approved Budget

	Mid-Year Budget FY 13-14	% Of Total	Nov ACTUAL	% Of Line Item Budget
Operating Revenues				
Program Revenue	\$ 701,137	16.9%	\$ 603,203	28.4
Facility Revenue	\$ 200,966	4.8%	\$ 157,936	7.4
Misc. Revenue	\$ 23,879	0.6%	\$ 9,939	0.5
Grants & Donations	\$ 14,153	0.3%	\$ 9,994	0.5
Interest Income	\$ 36,699	0.9%	\$ 21,620	1.0
Projects Revenue	\$ 292,941	7.1%	\$ 83,504	3.9
Tax Revenue	\$ 2,490,178	60.0%	\$ 1,098,595	51.7
In Kind	\$ 235,000	5.7%	\$ -	0.0
Transf in from Cap Const & City Trust	\$ 155,635		139,686	6.6
Total Operating Revenue	\$ 4,150,588	100.00	2,124,477	100.00
Expenditures				
Program Expense	\$ 190,592	4.6%	\$ 150,551	6.0
Operating & Supplies	\$ 278,794	6.7%	\$ 191,908	7.7
Utilities Expense	\$ 200,122	4.8%	\$ 121,206	4.9
Professional Services	\$ 40,967	1.0%	\$ 26,118	1.0
Building & Grounds Maintenance	\$ 238,878	5.8%	\$ 149,294	6.0
Property Tax Admin.	\$ 54,103	1.3%	\$ 1,902	0.1
Wages	\$ 1,452,762	35.2%	\$ 924,511	37.0
Benefits & Payroll Costs	\$ 645,208	15.6%	\$ 420,610	16.9
Fixed Asset Expense	\$ 111,187	2.7%	\$ 94,296	3.8
Capital Improvement Projects	\$ 659,165	16.0%	\$ 285,659	11.4
Debt Services	\$ 143,803	3.5%	\$ 129,390	5.2
Special Dept Expenses (equip res.)	\$ 50,000	1.2%	\$ -	0.0
Project Expenditures	\$ 66,778	1.6%	\$ -	0.0
Misc Expense		0.0%		0.0
Total Expenditures	\$ 4,132,359	100.00	\$ 2,495,445	100.00
Net Revenue Over Expenditures	\$ 18,229	0.44	(\$370,968)	
Annual Contingency Reserve (1-2%)	\$ 444,950		\$ 444,950	
Annual Equip Replacement Reserve	\$ 558,531		\$ 558,531	
Future Capital Construction Reserve	\$ 682,329		\$ 602,643	
ADA Reserve	\$ 78,032		\$ 45,032	
TOTAL RESERVES	\$ 1,763,842		\$ 1,651,156	

As Of 11/30/2013
For All Segment1s
For All Segment2s
For Segment3 0000 To 9999
For All Segment4s

	Current YTD
ASSETS	
Current Assets	
Imprest Fund (Petty Cash)	\$580.00
Umpqua Bank	86,170.72
Placer County Treasure-General	1,900,101.63
ADA Reserve Account	45,031.75
Placer County Treasurer - City Trust	245,767.24
Cash in Debt Service Fund	119,045.31
Youth Asst. Fund	13,771.24
Atwood Fund	234.13
Atwood - Equip Replacement Fund	15,603.66
Arboretum Grant Fund	13,474.41
Shockley Maint Fund	12,810.66
Accounts Receivable	33,316.34
A/R - 501C3 Group	7,520.00
Daycamp Receivables	7,485.00
Prepaid Liability Expense	5,030.84
Prepaid Workers Compensation Insurance	6,856.97
	<hr/>
Total Current Assets	\$2,512,799.90
Fixed Assets	
Fixed Assets: Land	\$1,156,603.12
Fixed Assets: Structures	11,218,789.50
Fixed Assets: Equipment	604,810.83
Fixed Assets: Computer Equipment & Software	147,457.28
Fixed Assets: Vehicles	248,359.61
Fixed Assets: Office Furniture & Rec Equipment	48,123.75
Construction In Progress	217,302.89
Less: Accumulated Depreciation	(7,671,356.91)
	<hr/>
Total Fixed Assets	\$5,970,090.07
	<hr/> <hr/>
Total Assets	\$8,482,889.97

As Of 11/30/2013
For All Segment1s
For All Segment2s
For Segment3 0000 To 9999
For All Segment4s

	Current YTD
LIABILITIES and EQUITY	
Current Liabilities	
Prepaid Revenue	\$44.00
Sales Tax Payable	106.84
Worker's Comp Payable	31,242.37
Compensated Absenses	96,136.14
	<hr/>
Total Current Liabilities	\$127,529.35
Long Term Liabilities	
Certificates of Participation-Dai Ichi Kangyo	120,000.00
	<hr/>
Total Long Term Liabilities	\$120,000.00
Total Liabilities	\$247,529.35
Fund Balances	
GFB: Youth Assistance Fund	\$13,771.24
GFB: General Fund Balance	897,868.46
Investments in Fixed Assets	5,970,090.07
Less: Net of Related Debt	(120,000.00)
RFB: Reserved (City Mitigation)	245,767.24
RFB: Annual Equip Replacement Reserv.	558,530.72
RFB: Annual Contingency Reserve	444,950.00
RFB: Reserved for Future Capital Construction	602,642.66
RFB: Arboretum Grant Fund	13,474.41
RFB: Reserved (Atwood)	234.13
RFB: Atwood III-Equip Repl Fund	15,603.66
RFB: General Fund (ADA Reserve)	45,031.75
RFB: Shockley Maint Fund	12,810.66
DFB: Designated (Debt Service Fund)	119,045.31
	<hr/>
Net Profit/(Loss)	(584,459.69)
	<hr/>
Total Assets	\$5,970,090.07
Total Reserved Funds	\$1,819,045.23
Total Designated Funds	\$119,045.31
Total Unrestricted Funds	\$327,180.01
	<hr/>
Total Liabilities and Equity	\$8,482,889.97
	<hr/> <hr/>

Date: 12/4/2013

Auburn Rec & Park
Balance Sheet

Page: 3

As Of 11/30/2013
For All Segment1s
For All Segment2s
For Segment3 0000 To 9999
For All Segment4s

Current
YTD

Profit & Loss

For 4/1/2013 To 11/30/2013

For Segment1 Recreation Services To Administration

For All Segment2s

For All Segment3s

For All Segment4s

	Current Month	Actual YTD	Budget YTD	Variance	Percent Of Budget
OPERATING REVENUE					
Park & Recreation Services	35,220.96	603,202.89	589,457.00	13,745.89	102.33
Rents & Concessions	5,345.13	157,935.63	167,853.00	(9,917.37)	94.09
Miscellaneous Revenue	3,190.00	9,938.96	7,359.00	2,579.96	135.06
Grants & Donations	1,678.00	9,993.51	9,153.00	840.51	109.18
Interest Income	3,604.81	21,619.76	22,699.00	(1,079.24)	95.25
Project Revenue - Government	(27,000.00)	47,108.47	74,108.47	(27,000.00)	63.57
Taxes Revenue	0.00	1,098,595.37	1,098,622.00	(26.63)	100.00
TOTAL OPERATING REVENUE	\$22,038.90	\$1,948,394.59	\$1,969,251.47	(\$20,856.88)	98.94%
OTHER FINANCING SOURCES					
Transfer Funds from other sources	27,000.00	36,395.84	9,395.84	27,000.00	387.36
TOTAL OTHER FINANCING SOURCES	\$27,000.00	\$36,395.84	\$9,395.84	\$27,000.00	387.36%
TOTAL REVENUES	49,038.90	1,984,790.43	1,978,647.31	6,143.12	100.31
EXPENDITURES					
Program Expenses	15,769.12	150,551.20	145,345.00	5,206.20	103.58
Operations & Supplies Expense	23,043.32	191,908.12	193,143.00	(1,234.88)	99.36
Utilities Expense	20,487.77	121,206.37	121,034.00	172.37	100.14
Legal Expenses	1,462.50	4,416.98	10,830.00	(6,413.02)	40.79
Professional Services	958.08	21,701.24	20,215.00	1,486.24	107.35
Bldg & Grounds Maintenance	23,838.75	149,293.62	155,878.00	(6,584.38)	95.78
Property Tax Administration/LAFCO	0.00	1,902.49	3,103.00	(1,200.51)	61.31
Salaries Expense	103,135.00	924,511.21	934,770.00	(10,258.79)	98.90
Benefits & Payroll Costs	52,999.16	420,609.89	416,863.00	3,746.89	100.90
Fixed Asset Expense	28,110.33	94,296.47	96,187.00	(1,890.53)	98.04

For 4/1/2013 To 11/30/2013
For Segment1 Recreation Services To Administration

For All Segment2s

For All Segment3s

For All Segment4s

	Current Month	Actual YTD	Budget YTD	Variance	Percent Of Budget
Capital Improvement Projects	211,470.16	358,811.32	285,659.00	73,152.32	125.61
Debt Service	1,644.30	130,041.21	129,390.00	651.21	100.50
TOTAL EXPENDITURES	\$482,918.49	\$2,569,250.12	\$2,512,417.00	\$56,833.12	102.26%
NET REVENUE OVER EXPENDITURES	(\$433,879.59)	(\$584,459.69)	(\$533,769.69)	(\$50,690.00)	109.50%
ADJ. NET REVENUE OVER EXPENDITURES	(\$433,879.59)	(\$584,459.69)	(\$533,769.69)	(\$50,690.00)	109.50%

Item 5.4 Cover Sheet for Disposition of Assets

Auburn Area Recreation and Park District Finance Meeting and Board of Directors meeting
December, 2013

The Issue: Shall the District dispose of obsolete equipment?

Background: The District has developed an Obsolescence List that identifies the useful life of various equipment and vehicles. Each year the list is reviewed and items from it are either moved to the next year if they are still deemed to have useful life, or are designated for disposition after replacement with new equipment. District policy on disposition of obsolete equipment is as follows:

- C. **Surplus.** District employees shall submit, at such times and in such form as prescribed by the purchasing agent, reports showing supplies, materials and equipment which are no longer used or have become obsolete or worn out. The purchasing agent has the authority, with the approval of the Board of Directors, to dispose of, sell, exchange or trade supplies, materials or equipment of the District, which do not exceed a market value of \$5,000, which cannot be used or which have become unsuitable for District use.

The following equipment and vehicles have been identified as obsolete and/or worn out:

Vehicles / Equipment For Auction

Item / Year	Serial #	Vin#	Hours	Mileage
JD Trail Gator 4X2	W004X20843560	N/A	3803	N/A
JD TS Gator	W24X2SD003291	N/A	3701	N/A
JD Gator	W004X2X064110	N/A	4754	N/A
Jeep Cherokee 4X4 / 1999	N/A	1J4FF28SOXL66290 3	N/A	101111
Ford F-350 Crew Cab / 1997	N/A	1FTJW35G9VEB961 67	N/A	99792

Ford F-150 Ext Cab / 1995	N/A	1FTEX15N3TKA276 65	N/A	166,468
Ford Ranger / 1992	N/A	1FTCR10A7NUC529 30	N/A	52604
Ford RangerXL / 1993	N/A	1FTCR10U5PPB 15593	N/A	138,324
Ford Ranger / 1992	N/A	1FTCR10AXNUC529 23	N/A	98829
Elston Gopher Getter CA 400	3-Point Hitch			
2 - Lan Pride Rear Blade	363698	Model # RBT1572		

It has been standard practice for the District to advertise a sealed bid auction of obsolete equipment and sell same to the highest bidder. Staff proposes to repeat this process with the above identified obsolete equipment.

Recommendation: Staff recommends that the Board approve the disposition of the obsolete equipment referenced above with a recommendation for a sealed bid auction. The Finance Committee moved this item to the Board with a positive recommendation at its December meeting.

Fiscal Impact: Unknown until proceeds from sale are recognized

Item 5.5 Cover sheet – Fee Waiver Request from The American Association of University Women for the Trivia Bee

December 11, 2013 Standing Finance Committee, December 19, 2013 Board Meeting

Subject: Review Fee Waiver Request from The American Association of University Women (AAUW) for the Trivia Bee

Provided below is the District's Policy & Procedures for Fee Waivers:

XXX. Policy & Procedures for Fee Waivers

Fee waivers may be granted to non-profit organizations, schools, other public agencies and ARD co-sponsored events. ARD staff can approve fee waivers up to a dollar amount of \$1,500. Fee waivers over this amount will be sent to the Finance Committee and finally to the Consent Calendar. Denied fee waivers can be appealed to the ARD Board of Directors. Appeals should be made in writing and sent to the Customer Service/Marketing Manager at least 7 days before the next ARD Board of Director's meeting.

The person or organization making the fee waiver request should be responsible for the following:

- A. Paying applicable custodial, set up/take down fee.
- B. Special Events – paying the current rate per hour/person for staffing the event (one maintenance worker per 500 attendees).
- C. Special Events – events over 250 attendees require a dumpster.
- D. Special Events – events with 400 + attendees will require one portable toilet. Add 1 portable toilet for every 200 additional attendees.
- E. Special Events – in most cases the person/organization requesting the fee waiver will take care of trash, bathrooms, etc.

Recommendation

The Finance Committee reviewed and approved the Fee Waiver Request for the Trivia Bee, and recommended forwarding the request to the Board of Directors for consideration.

Attachments

Fee Waiver Request
Fee Waiver Request and Application
Letter from Susan Rushton, Trivia Bee Co-Chair

FEE WAIVER REQUEST

PERSON MAKING REQUEST

Susan Rushton

NAME OF THE ORGANIZATION

Auburn Branch AAUW

IRS/NON PROFIT TAX ID NUMBER

946109515

ADDRESS AND PHONE NUMBER

PO Box 7872

Auburn CA 95609

530-878-7938

Signature

Date

OFFICE USE ONLY

misspelled

APPLICABLE FEES

FEES WAIVED

Rental Fees

\$ 2160.-

\$ 2160.-

Custodial Fees

\$ 60.-

\$ _____

Alcohol Permit Fees

\$ 30.-

\$ _____

Setup/Takedown

\$ _____

\$ _____

Staffing Fees

\$ To be Determined

\$ _____

Miscellaneous Fees

\$ _____

\$ _____

TOTAL FEES DUE

\$ _____

REQUEST APPROVED?

Yes

No

COMMENTS:

*Reviewed & forwarded to Committee
11/2013*

Approved by:

Date



FEE WAIVER REQUEST AND APPLICATION

This questionnaire and application must be completed in order to be considered for a fee waiver request. A letter on the requesting organization's letterhead must accompany this application. The letter should include the reason for requesting a fee waiver and how this event benefits our community. Requests must be submitted 60 days prior to the event. Applicants must complete and submit Indoor or Outdoor Reservation Applications with this request. Incomplete applications will not be processed.

1) Is this a non-profit organization?

Must provide supporting documentation for non-profit status before being considered for a fee waiver request.
Example: A letter from IRS stating your organization's non-profit status

yes

2) Can financial documents for the organization be provided?

Example: Bank statements or tax returns. If unable to provide these documents, please attach an explanation letter.

letter attached

3) Is this the first time that your organization is asking for a fee waiver from ARD?

no

4) Is this a fundraiser?

yes

5) How much money does your organization anticipate generating from this event?

\$2570

6) Is there a fee or a charge for people to attend or participate in this event?

yes

7) How does a fee waiver affect your event? Can your event be held in a different location if ARD can not consider a fee waiver at this time? Please explain.

The fee waiver provides us with that much more money raised. It's possible to hold the Titova Bee in a different location, but people expect it at Regional Park Gym at the two years.

8) Has your organization asked for a fee waiver from other agencies in the community?

no

Please indicate which agency: _____

9) Are there any other agencies in the community that are working with your organization on this project?

Please provide a list of these agencies and contact information. _____

10) If a full fee waiver is not granted, can your organization pay a percentage of the rental fee?

yes

If no, please explain: _____


11) Will your organization consider paying for staffing and utility fees if we waive the rental fees?

yes

\$20.00 per hour plus applicable custodial fees

12) If your organization is unable to meet one of the offers (Items 10 or 11 above), are you able to provide a hardship statement with supporting documentations, such as bank statements or tax returns?

Please indicate what is being provided with this request: n/a


Auburn Branch
P.O. Box 7872
Auburn CA 95604

Aug. 30, 2013

Kahl Muscott, District Administrator
Manouch Shirvanioun, Marketing/Customer Service Manager
Auburn Recreation District
123 Recreation Drive
Auburn CA 95603

Gentlemen:

The Auburn Branch of AAUW – The American Association of University Women – requests a fee waiver for our rental of Regional Park Gym and the Lakeside Room when we have our Trivia Bee, scheduled for Saturday, March 29, 2014, with preparation the evening before.

This will be AAUW's third Trivia Bee. We plan on selling spots for \$180 to 20 teams of three people each, who would compete against each other answering questions put to them by a master of ceremonies. We anticipate an audience of 250. Admission is \$30, which includes dinner; teams receive dinner with their entrance fee. We also plan to purchase a one-day liquor license.

AAUW is a nonprofit organization that exists to promote equity for women and girls through advocacy, education, philanthropy and research. AAUW is a tax-exempt nonprofit organization under section 501(c)(3) of the Internal Revenue Code. Our Tax ID number is 94-6104515. We plan on using the funds we raise at our Trivia Bee to help us provide three kinds of scholarships for local students: for young women graduating area high schools, for re-entry women attending Sierra College, and for funds to send interested 12-year-old girls to a week-long science and math camp sponsored by AAUW.

Your waiving the fee for the ARD facilities would allow us to raise more money to make this possible, thus being able to offer more scholarships. The scholarships AAUW provides result in a healthier, more robust, better-educated community. Your generosity would be appreciated.

Thank you very much.

Sincerely,



Susan Rushton, Trivia Bee Co-Chair 2013-2014
enclosures

Item 5.6 Cover Sheet for transfer of Reserve Funds

Auburn Area Recreation and Park District Board of Directors December 2013 meeting.

The Issue: Correcting a posting error at Placer County

Background : Several months ago, the County inadvertently posted a transfer of funds incorrectly to the Contingency Reserve instead of to the Equipment reserve. The attached Resolution corrects the error.

Recommendation: Staff recommends that the Board approve the Resolution to move the funds into the correct Reserves.

Fiscal Impact: None.

Attachment: Resolution Number 2013-19

RESOLUTION NUMBER 2013-19

**RESOLUTION OF THE GOVERNING BOARD
OF THE
AUBURN AREA RECREATION AND PARK DISTRICT**

WHEREAS, the Board of Directors of the Auburn Area Recreation and Parks and Recreation Department wishes to transfer funds from the Contingency Reserve to the Equipment Reserve.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Board of the Auburn Area Recreation and Park District as follows:

The Board now approves the transfer of \$20,080.38 from the Contingency Reserve to the Equipment Reserve.

This Resolution shall take effect immediately upon its adoption.

APPROVED, PASSED, AND ADOPTED on December 19, 2013 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman of the Governing Board
Auburn Area Recreation and Park District

ATTEST:

Secretary of the Governing Board
Auburn Area Recreation and Park District

Item 5.7 Cover Sheet for Sale of Cell Tower Lease

Auburn Area Recreation and Park District Board of Directors December 2013 Meeting

The Issue: Adoption of Resolution to sell Sprint Lease

Background: In November of 2013, the Board approved the sale of the Sprint Cell Tower Lease to Tower Point Capital Group (see attached agreement). In order to consummate the sale, the Board must approve the Resolution (attached) so that Tower Point can proceed with escrow. As the Board has approved the sale previously, these documents represent an administrative formality to close the sale.

Recommendation: Staff recommends that the Board adopt the Resolution as written.

Fiscal Impact: The District will receive \$350,000 cash for the sale of the Lease.

Attachment: Resolution Number 2013-20

Record and Return to:
Lisa King
TitleVest Agency, Inc.
44 Wall Street, 10th Floor
New York, NY 10005
TitleVest Title No.: _____

Prepared by:
Land Leases, LLC
9755 Dogwood Road, Suite 105
Roswell, GA 30075

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TELECOMMUNICATION EASEMENT AND LEASE ASSIGNMENT AGREEMENT

THIS TELECOMMUNICATION EASEMENT AND LEASE ASSIGNMENT AGREEMENT ("Agreement") is made and shall be effective on the ____ day of _____, 20__ ("Effective Date"), by and between _____ ("Grantor") and Land Leases, LLC, a Delaware limited liability company ("Grantee").

- 1. Grantor's Property and the Telecom Tenant Lease.** Grantor represents and warrants that it holds fee simple title to certain real property located at _____, as more fully described in the legal description attached hereto as Exhibit A (the "Property"). Grantor and _____ (the "Telecom Tenant") are parties to that certain lease agreement, including all amendments and modifications thereto, cited in Exhibit B and incorporated by reference herein (the "Telecom Tenant Lease").
- 2. Grant of Easement.** For the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge as paid on or about the Effective Date, Grantor grants and conveys unto Grantee, its successors and assigns, an exclusive easement (subject to the Telecom Tenant Lease) for the Permitted Use defined herein, together with a non-exclusive access easement for ingress and egress to and from the exclusive easement pursuant to the terms of the existing Telecom Tenant Lease or Replacement Telecom Tenant Lease, as applicable, seven days per week, twenty-four hours per day and a non-exclusive utility easement to install, replace and maintain utilities servicing the exclusive easement, including, but not limited to the installation of power and telephone service cable, wires, switches, boxes and the like as may be required by the Permitted Use (collectively "Easement" as further described in Exhibit C). Grantee shall coordinate in good faith with Grantor for any unusual access needs. Grantor shall permit Grantee, its lessees, sublessees, licensees, successors and assigns to use the Easement for the installation, construction, operation, maintenance, repair, modification, relocation, replacement and removal of improvements and equipment for the facilitation of telecommunications and other related uses and lawful purposes ("Permitted Use"). Grantor represents that there is no pending or threatened action that would adversely affect Grantor's ability to enter into this Agreement or grant the Easement and that entering into this Agreement will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or conflict with the provisions of any agreement to which Grantor is a party. Grantor shall maintain the Property in a commercially reasonable condition to allow the Permitted Use of the Easement. Grantor further represents and warrants that Grantee shall have peaceful and quiet possession and enjoyment of the Easement during the term of this Agreement without any disturbance of Grantee's possession or Permitted Use hereunder.
- 3. Term.** Commencing on the Effective Date, the term of this Agreement and the Easement shall be for fifty-six (56) years (the "Term") and this Agreement and the Easement shall terminate on _____ (the "Reversion Date"). Upon notice to Grantor as provided herein, Grantee may surrender the Easement to Grantor and execute such documents reasonably required to terminate the Agreement and the Easement. Grantor may not unilaterally terminate the Agreement or Easement, but if the Easement is not used for the Permitted Use as defined in Section 2 above for a period of three (3) years the Easement shall be deemed abandoned and shall terminate upon Grantor's notice to Grantee as provided herein. **Sections 11 and 12** shall survive expiration or termination of this Agreement and shall remain in effect in perpetuity, subject to applicable law.

4. **Assignment of Lease, Renewal and Right of Replacement.** Grantor hereby assigns to Grantee all of Grantor's right, title and interest in the Telecom Tenant Lease for the Term, including the right to renew the Telecom Tenant Lease throughout the Term hereof. Notwithstanding the foregoing, Telecom Tenant Lease renewal or Replacement Telecom Tenant Lease term may not exceed beyond the Reversion Date without the written approval of Grantor, which may not be unreasonably conditioned, delayed, denied or withheld, and without any further compensation to Grantor. Consent shall be deemed given by Grantor where Grantor has failed to respond within fifteen (15) days of notice as provided herein. Except as provided herein, Grantee agrees to assume all of Grantor's rights and obligations under the Telecom Tenant Lease. If Telecom Tenant is obligated under the Telecom Tenant Lease to pay to Grantor any fees (other than base rent and any escalations thereto) for the purpose of utility service or access or tax reimbursement, Grantor shall continue to be entitled to such fees, although Grantee may collect and distribute same to Grantor. Grantor warrants that it has delivered to Grantee true and correct copies of the Telecom Tenant Lease and that Grantor owns 100% of the lessor/landlord's interest in the Telecom Tenant Lease, including the right to collect all rent thereunder. To the best of Grantor's knowledge, no party to the Telecom Tenant Lease has breached or is in default of their respective obligations under the Telecom Tenant Lease and no party has requested or discussed a modification or termination of the Telecom Tenant Lease. If during the Term the Telecom Tenant terminates the Telecom Tenant Lease or otherwise vacates the Property, Grantee may lease all or a portion of the Easement to a replacement telecommunications tenant ("Replacement Telecom Tenant") on terms consistent with the Telecom Tenant Lease and such Replacement Telecom Tenant shall occupy the Easement rather than locating on other portions of the Property.
5. **Revenue Sharing and Option to Purchase Additional Telecom Leases.**
- a. Revenue Sharing. When a new telecommunications tenant ("Revenue Share Tenant"), other than a Replacement Telecom Tenant, executes a lease for space within the Easement outside the Telecom Tenant or Replacement Telecom Tenant lease premises and commences rent payment, Grantee will collect such rent with Grantee retaining fifty percent (50 %) of the rent collected and Grantee remitting fifty percent (50%) of the rent collected to Grantor. Any Revenue Share Tenant shall comply with the obligations of a Replacement Telecom Tenant as set forth in **Section 4**.
 - b. Grantor shall deliver to Grantee, a written copy of any offer to purchase any Additional Telecom Leases. Grantee shall have fifteen (15) business days to match the terms of any offer by delivering written notice of Grantee's intent to match the offer.
6. **Grantor Cooperation and Non-interference.** Grantor hereby agrees to cooperate with Grantee and/or Telecom Tenant, Replacement Telecom Tenant and Revenue Share Tenant (collectively, "Easement Tenants") in obtaining all licenses, permits or authorizations from all applicable governmental and/or regulatory entities and in acquiring any necessary upgrades to or relocation of utility service to support the Permitted Use. Grantor's cooperation shall be at no cost to Grantor and without requiring payment of additional rent or fees by Grantee or Easement Tenants. Grantor shall not interfere with any construction in the Easement so long as such construction is to support the Permitted Use and is proceeding pursuant to a building permit or other required municipal or governmental approvals. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to, use any portion of the Property or the Easement in a way which interferes with the operations of the Easement Tenants who shall have peaceful and quiet possession and enjoyment of the Easement. Grantor may not directly or indirectly induce, invite, or conspire to induce or invite any Easement Tenants, and its successors and assigns, to use or lease space in direct competition with Grantee's Easement
7. **Assignment.** Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest created by this Agreement. Grantee may freely assign this Agreement in part or in its entirety, and any or all of its rights hereunder, including the right to receive rent payments. Upon the absolute assumption of such assignee of all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all obligations and liabilities hereunder.
8. **Taxes and Other Obligations.** Except for taxes relating to the Equipment or personal property taxes of Telecom Tenant or Replacement Telecom Tenant as required to be paid under Telecom Tenant or Replacement Telecom Tenant Lease, as applicable, all undisputed taxes and other obligations that are or could become liens

against the Property or any subdivision of the Property containing the Easement, whether existing as of the Effective Date or hereafter created or imposed, shall be paid by Grantor prior to delinquency or default. Grantor shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Property, or imposed in connection with the execution, delivery, performance or recordation hereof, including without limitation any sales, income, documentary or other transfer taxes. If Grantor fails to pay when due any taxes or other obligations affecting the Property, Grantee shall have the right but not the obligation to pay such and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee.

9. Insurance. During the Term of this Agreement, Easement Tenants shall maintain general liability insurance as required under their respective lease. Grantor shall maintain any insurance policies in place on the Property or as required under the Telecom Tenant Lease.

10. Subordination and Non-Disturbance. Grantee agrees to subordinate this Agreement to any mortgage or trust deed on the Property, provided the mortgagee or trustee enters into a non-disturbance agreement with Grantee memorializing Grantee's right to possession of the Easement and, in the event of a default under or foreclosure of the security instrument, assurances that Grantee shall have the continuing right to collect rents, fees and other payments from Easement Tenants.

11. Mutual General Indemnification. Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including reasonable attorney's fees and disbursements) caused by or arising out of the indemnifying party's breach of this Agreement or the negligent acts or omissions or willful misconduct on the Property by the indemnifying party or the employees, agents, or contractors of the indemnifying party.

12. Environmental Representations and Indemnification.

a. Grantor represents and warrants that, to the best of Grantor's knowledge and with the exception of the existing hydrogen fuel cell installed by Sprint, no pollutants or other toxic or hazardous substances, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., or any other federal or state law, including any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) (collectively, "Hazardous Substances") have been, or shall be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape or migrate (collectively referred to as the "Release") on or from the Property. Neither Grantor nor Grantee shall introduce or use any Hazardous Substances on the Property or the Easement in violation of any applicable federal, state or local environmental laws.

b. Grantor and Grantee each agree to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property caused by the other party. Grantee shall not be responsible for and shall not defend, indemnify or hold harmless Grantor for any Release of Hazardous Substances on or before the Effective Date.

13. Dispute Resolution and Notice.

a. Jurisdiction and venue under this Agreement shall be in the state and county the Property is located. The parties may enforce this Agreement and their rights under applicable law, and may seek specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law. Money damages may not be an adequate remedy for the harm caused to Grantee by a breach or default by Grantor hereunder, and Grantor waives the posting of a bond. Damages as against Grantee shall be limited to the amount of consideration received by Grantor under this Agreement, following any insurance settlement which may have effect. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs.

- b. The non-defaulting party shall provide written notice of a default under this Agreement or under an Easement Tenants' lease, not more than thirty (30) days from discovery of the default. Grantor shall have thirty (30) days to cure the default. Grantee shall have thirty (30) days to commence cure of the default, unless the default constitutes a threat to human life.
- c. Provided that Grantee has advised Grantor in writing of the name and address of the holder of any loan which is secured by a lien on Grantee's interest in this Agreement and/or the Easement Grantor ("Grantee's Lender"), Grantor shall also notify Grantee's Lender of any default by Grantee under this Agreement. Grantee's Lender shall be given the same rights to cure as Grantee. Notwithstanding the foregoing, Grantee's Lender shall have no obligation to cure any such default. Grantee's Lender shall be a third party beneficiary to the provisions of this Agreement.
- d. All communications shall be delivered by certified mail, return receipt requested or a nationally recognized overnight courier to the address beneath each party's signature block or such other address as advised to the other party pursuant to this paragraph. Notice shall be deemed given upon receipt if by certified mail, return receipt requested or one (1) business day following the date of sending, if sent by nationally recognized overnight courier service.

14. Grantor Relocation Rights. Grantor may, with the prior written consent of Grantee, and Telecom Tenant or Replacement Telecom Tenant, as applicable, relocate the Easement and Equipment to other locations on the Property. Such relocation shall be at the sole expense of Grantor. Grantee agrees to cooperate in good faith with Grantor in granting such consent from Grantee and requesting such consent from Telecom Tenant or Replacement Telecom Tenant, as applicable. However, nothing herein shall require relocation of the Easement or Equipment if Telecom Tenant withholds such consent pursuant to the terms of the Telecom Tenant Lease. Grantee agrees that all other telecom tenant leases that are subject to this Agreement will include Grantor approved relocation language.

15. Miscellaneous.

- a. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the Property upon which the Easement is located and be binding upon all future owners and lessees of the Property and all persons claiming under them for the Term of this Agreement.
- b. **Casualty and Condemnation.** In the event of any casualty or condemnation of the Easement in whole or in part, Grantee shall be entitled to receive any insurance proceeds or condemnation award attributable to the value of the Easement.
- c. **Estoppel Certificate.** At any time during the term hereof, each party shall have the right to deliver to the other a statement of such party certifying: (i) the Agreement is unmodified and in full force and effect; (ii) whether or not any default under the Agreement exists; (iii) that there are no amounts due to the responding party from the requesting party; and (iv) any other information reasonably requested concerning this Agreement ("Estoppel Certificate"). The receiving party shall have ten (10) days from receipt to respond or all parties may thereafter rely on the Estoppel Certificate as factually correct as to the information set forth therein.
- d. **Bankruptcy.** Grantee does not consent to rejection in bankruptcy, and Grantor shall provide notice and a copy of any bankruptcy or related filing to Grantee and Grantee's Lender.
- e. **Severability.** If any provision contained in this Agreement (or any portion of such provision) shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement (or any portion of any such provision.)
- f. **Counterparts.** This Agreement may be executed in separate counterparts with each counterpart deemed an original and all of which together shall constitute a single agreement.

- g. Entire Agreement. This Agreement and any documents, certificates, instruments and agreements referred to herein constitute the entire agreement between Grantor and Grantee. Without limiting the generality of the foregoing, Grantor acknowledges that it has not received or relied upon any advice of Grantee or its representatives regarding the merits or tax consequences of this Agreement.

[Signature pages and exhibits follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above,

GRANTOR:

STATE OF _____ }
COUNTY _____ } ss.

On this ____ day of _____, 2013, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of _____.

{affix notary seal or stamp}

Notary Public
My Commission Expires:

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above,

GRANTEE: LAND LEASES, LLC, a Delaware limited liability company

John F. Gutowski, Vice President and Assistant Secretary

STATE OF GEORGIA

COUNTY OF FULTON

} ss.

On this ____ day of _____, 2013, before me, the undersigned notary public, personally appeared John F. Gutowski, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Vice President and Assistant Secretary of Land Leases, LLC.

{affix notary seal or stamp}

Notary Public
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[Insert property legal description.]

EXHIBIT B

TELECOM TENANT LEASE

[Insert Telecom Tenant lease citation.]

EXHIBIT C

EASEMENT AREA DESCRIPTION

In the event of a discrepancy between the area actually occupied by the Equipment and the area described below, the described area shall be understood to also include any portion of the actual used area not captured by the description or as may have been granted to the Existing Telecom Tenant that is currently outlined in the Existing Telecom Tenant Leases referenced in Exhibit B. Grantor may elect to engage a professional surveyor, the product of which may be substituted upon Grantee acceptance for the contents herein. The part of the Property described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Property used and leased by Grantor as the Existing Telecom Lease Area under the Telecom Tenant Lease(s) including but not limited as follows:

EXCLUSIVE EASEMENT PARCEL

To be inserted upon receipt of title commitment and site photos.

Expanded Easement Area

That certain additional lease area measuring the equivalent total of two hundred fifty (250) square feet in a location to be determined by the new telecommunications tenant collocating on that certain telecommunications tower within the Existing Telecom Lease Area described above with such location approved by the Grantor, such approval not to be unreasonably withheld, conditioned or delayed.

NON-EXCLUSIVE UTILITY EASEMENT and NON-EXCLUSIVE ACCESS EASEMENT SPACE

The part of the Property, described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Property used by utility providers and leased by Grantor as the Existing Telecom Lease Area under the Telecom Tenant Lease(s) including but not limited as follows:

Utilities and Telecommunications. Grantee is herein granted, consistent with the Existing Telecom Tenant Leases, a non-exclusive easement in, to, under and over the portions of the Property for ingress and egress to the Easement Area, shaft ways, chase ways, soffits, risers, columns, crawl spaces, rafters, or any other space for placement of cables, wiring, etc., which is necessary to install, operate and maintain the telecommunications equipment and/or personal property, together with the right to use such easement for the development, repair, maintenance and removal of utilities and/or cables providing service to the Easement Area and any related activities and uses, pursuant to the terms of the existing Telecom Tenant Lease or Replacement Telecom Tenant Lease, as applicable

Access. Grantee is herein granted, consistent with the Existing Telecom Tenant Leases, all rights of ingress and egress to and from the Easement Area, across the Property described in Exhibit A hereto, providing access to a publicly dedicated roadway, including but not limited to _____, along with the right to use such access easement for the development, repair, maintenance and removal of utilities providing service to the Easement Area and any related activities and uses, pursuant to the terms of the existing Telecom Tenant Lease or Replacement Telecom Tenant Lease, as applicable.

**AUBURN AREA RECREATION AND PARK DISTRICT
RESOLUTION NO. 2013-20**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF AUBURN AREA
RECREATION AND PARK DISTRICT, AUTHORIZING THE DISTRICT
MANAGER TO EXECUTE ANY AND ALL DOCUMENTS
CONCERNING AN EASEMENT PURCHASE AND ASSIGNMENT OF
LEASE AGREEMENT BY AND BETWEEN AUBURN AREA
RECREATION AND PARK DISTRICT AND LAND LEASES, LLC**

WHEREAS, the Auburn Area Recreation and Park District (“District”) owns that certain parcel of real property, generally located at 123 Recreation Drive, Auburn, Placer County, California 95603 (“Property”); and

WHEREAS, the District has previously entered into a lease agreement with UbiquiTel Leasing Company, predecessor in interest to Sprint Spectrum Realty Company, L.P., for the purpose of locating telecommunications equipment at said Property; and

WHEREAS, the District has received a telecommunications easement and lease assignment agreement between the District and Land Leases, LLC (the “Agreement “), which sets out the following terms:

The sale for of an easement interest on certain portion of that real property located at 123 Recreation Drive, Auburn, Placer County, California 95603, and the assignment of the following lease to Land Leases, LLC:

That certain PCS Site Agreement dated July 10, 2000, by and between the Auburn Area Recreation and Park District (“Landlord”) and UbiquiTel Leasing Company, predecessor in interest to Sprint Spectrum Realty Company, L.P. (“Tenant”), as later amended.

Purchase Price: \$350,000.00

WHEREAS the District desires to enter into the Agreement; and

WHEREAS the Board of Directors of Auburn Area Recreation and Park District has designated the District Administrator, Kahl Muscott, to sign all closing documents on behalf of the District; and

WHEREAS the sale is pursuant to all applicable State, County and Municipal statutes, ordinances, rules and regulations and District policies and procedures; and

APPROVED AND ADOPTED by the Board of Directors of the Auburn Area Recreation and Park District, this _____ day of _____ 2013, at a regularly called meeting.

Jim Gray, Chairperson
Board of Directors

ATTEST:

Gordon Ainsleigh

Jim Ferris

Scott Holbrook

Curt Smith

AYES:

NOES:

ABSENT:

ABSTAIN:

SECTION: 7.0

BOARD REPORTS, FEE WAIVER LOG, PROJECT LIST AND VANDALISM REPORTS

INFORMATION:

SEE ATTACHMENTS

District Administrator
Report to the Board of Directors
December, 2013

- ARD had another awesome float in the Festival of Lights Parade. Manouch drove the truck, and the well-adorned trailer carried Chipper and 20 – 25 kids from the KinderReady program. A mysterious elf even accompanied the float and distributed mandarin oranges to the crowd. Also of note: The Auburn Mermaids (ARD's synchronized swim team) won Best Float Presentation for their entry.
- ARD and Chipper had a booth at the Children's Christmas Faire at the Fairgrounds. Parks Make Life Better cups were distributed to kids, along with information about upcoming programs and events .Approximately 600 kids attend each year.
- The cold weather broke pipes at Sierra Pool, Placer Hills Park and the Regional Park community center building. The pipe burst at the community center building was within the fire sprinkler system and caused flooding in the women's restroom. The pipes were repaired by a licensed contractor and an electrician checked the light fixtures for damage.
- The design and needed back-up information for the security gates at Overlook Park was submitted to USBR. They in turn responded with several questions and requests for clarifications. ARD staff has replied with these clarifications and additional information.
- The arrival of the new year also means the arrival of "training season". CPRS, CAPRI and CSDA offer a bulk of their training seminars and workshops in the first quarter of each year. ARD staff will be attending several of these trainings.

Meetings and events attended

12/3: Rotary
12/4: Sweetheart Sock hop committee
12/5: ARD Safety Committee
12/7: Festival of Lights Parade
12/9: A&D Committee
12/10: Rotary
12/11: Finance Committee
12/11: Policy Committee
12/12: Children's Christmas Faire
12/13: ARD employee holiday party
12/17: Rotary Board meeting
12/17: Rotary
12/18: Chamber Board meeting

Administrative Services Manager
Report to the Board of Directors
December, 2013

The District is in the final stages of the sale of the Sprint lease. We expect to close the deal in early January 2014.

Beginning in January, staff will be putting together the 2014/2015 budget and the projects plan. Additionally, at the same time, we will be starting our negotiations with the union for the next three year contract.

Facilities & Grounds Manager
Report to the Board of Directors
December, 2013

Winterize all District vehicles (check fluid levels, belts, wiper blades, brakes, tires).
Construct Festival of Lights Parade float (install lights on equipment trailer and remove after parade).
Winterize all District irrigation pumps (pull plugs drain system of water).
Scheduled weed removal Meadow Vista Arboretum (inside wire cages around trees and plants).
Removal of leaves all parks (rake, vacuum, blow).
Snow removal all walkways.
Winterize Placer Hills Pool pump room (install pipe heaters and pipe insulation).
Repair frozen pipes (Ashford pump house, Recreation pool hose bib behind guard house).
Install heaters in all outside District restrooms.
Scheduled cleaning of all District Buildings.
Repaint Board room (repair small holes in walls, mask, and repaint 2 colors).
Remove previously cut trees and bushes from Atwood Park (sprayed to kill roots then removed).
Scheduled park maintenance in all parks (daily trash and bathroom, check playgrounds, clean walkways and picnic areas).

Landscape Architect
Report to the Board of Directors
December, 2013

- **Miscellaneous Items:** Miscellaneous project research, update of project lists, monthly Board report. Miscellaneous project coordination with Larry Gray and Pat Shane.
- **PGE Land Trust Donation Application:** Continued communication with PG&E and Stewardship Council. Staff meetings and ongoing communication with Placer Land Trust and Stewardship Council. Coordination with PG&E on non-invasive License Agreement to facilitate survey and studies at Bell Road and Christian Valley.
- **Bike Park/Pump Track Project:** Multiple staff meetings. Developed Feasibility Reports for the Overlook Site and Maidu Drive Site. Phone conferences with personnel from Bureau of Reclamation. Preparation of materials for A&D and Board meeting. Respond to emails from Bike Committee.
- **Ashford Restroom Remodel:** Solicited bids from five contractors. Received two bids under \$25,000. Review of bids and meeting with Kahl to discuss next steps. Emails with contractors.
- **Railhead Park Playgrounds:** Continued work on final drawings for Bureau.
- **Railhead Park Design:** Continued work on drawings for USBR application and eventual construction. Drawings approximately 90% complete.
- **Regional Park Gym Floor:** Site inspections on work in progress, coordination with contractor on color selections and miscellaneous issues. Inspect final project completion, coordinate final paper work with contractor and release of invoices.
- **Bureau of Reclamation Operation and Development Plan:** Phone conference with Bureau personnel, staff meetings, research, developing content outline.

Customer Service/Marketing Manager
Report to the Board of Directors
December, 2013

11/14/13-12/10/13 11/20/12 -12/10/12

Activity Registrations	\$14,000	\$ 7,000
Day Care/Discovery payments	\$19,000	\$19,000
Facility payments/reservations	\$ 5,000	\$ 5,000

- Staff is working on getting the new activity guide in the system to have available for registration by 12/21.

Continue to be active in the community to promote ARD and our programs.

Recreation Services Manager
Report to the Board of Directors
December, 2013

- Meetings attended: AAUW Board, VFCAL.
- Did groundwork for 2014 Calendar.
- Completed Winter/Spring Activity guide.
- Delivered thank you notes, certificates and gifts to all sponsors of 2013 events sponsored by ARD.
- Began meetings with instructors for summer classes.
- Completed forming YDL Basketball teams. Drew up schedules integrating Bear River teams with ours.
- Had a third meeting with group of Women in Business regarding- “A women in Business Shopping Expo” to be held at Regional Park in May. This will be an ARD event. Secured a major sponsor to offset printing.
- Contacted Mel’s Diner regarding sponsoring the February Sock Hop. They will do something for us; I need to return after the New Year.
- Sent memo to all ARD teachers explaining the new Endurance Challenge and how they can participate.
- Attended Holiday Faire at fairgrounds.

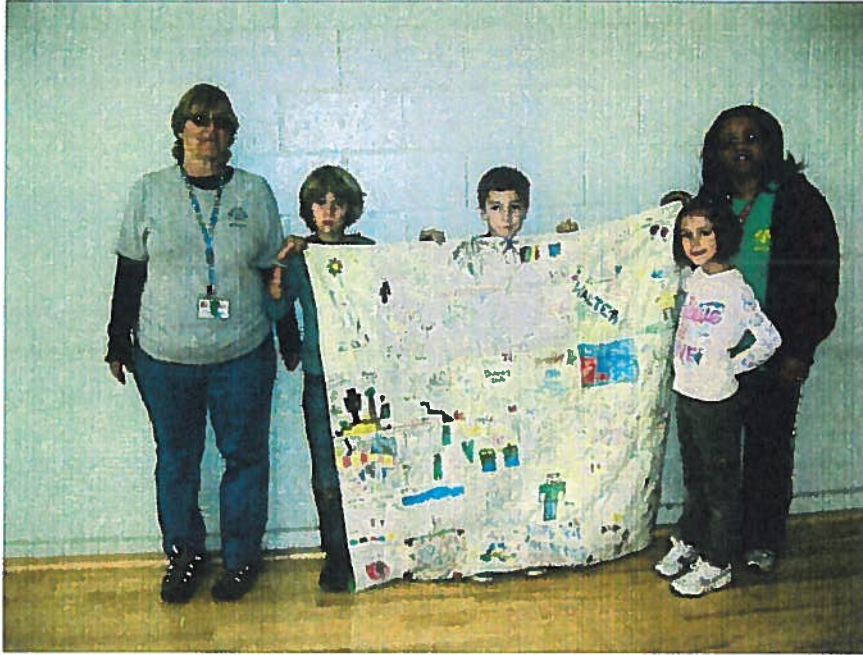
AAUW-American Association of University Women, SHF-Auburn Senior Health Fair, PIP-Party in the Park, VFCAL-Valley Foothills Competitive Aquatics League, ACF-Auburn Community Festival, WIN- Women in Network, NNO-National Night Out

Coming up this Month

December 24/25	Christmas Eve/Day	Offices Closed
January 1	New Year's Day	Offices Closed
January 4	YDL Basketball Games Begin	Rec/Reg Gyms
January 20	MLK Jr. Birthday	Offices Closed

Youth Services Manager
Report to the Board of Directors
December, 2013

- Met with State Licensing and received approval for the addition of classroom space for the Newcastle Discovery Club for homework and rainy day activities.
- Newcastle Discovery Club made a quilt for one of their students who is out with heart surgery (photo below).
- Our day camps are showing a slight increase in attendance over last year. However, the trend may vary with the winter holidays falling in the middle of the week.
- Janeen McCabe came out of retirement to work as a Discovery Club substitute.
- Met with Sock Hop committee for February event.
- Substituted at sites for sick staff.
- Preparing for Winter break day camp activities.
- Attended Safety meeting. Sites are prepared for icy weather.



FEE WAIVER LOG

DATE	NAME	ORGANIZATION	RENTAL FEES	CUSTODIAL AND PERMIT FEES	WAIVED FEES	CO-SPONSORED EVENT	MONTHLY TOTAL	YTD TOTAL
Apr-13	John Kirkpatrick	Gold Country Wildlife Rescue-Sierra Room, Kitchien, Sunset Rm, Education seminar	\$800.00	\$30.00	\$800.00	No		
Apr-13	Karen Neal	Cub Scout Pack 6-Meadow Vista-Regional Park Picnic sites and Amphitheater-Annual meeting	\$200.00	\$10.00	\$200.00	No		
Apr-13	Bart O'Brien	Auburn Rotary-Outgoing President	\$120.00	\$30.00	\$150.00	No		
May-13	James Moore	Auburn "Host" Lions Club- Picnic sites at Recreation Park	\$100.00	\$60.00	\$100.00	No	\$1,150.00	\$1,150.00
May-13	Barbara Crowell	Senior Health Fair-Regional Gym and Lakeside Room	\$1,360.00	\$360.00	\$1,040.00	Yes		
May-13	Kerri Rondoni	Placer Hills School District-Meadow Vista Picnic Sites-End of year party	\$150.00	\$90.00	\$150.00	No		
Jul-13	Barbar Whitley	Girl Scouts-Recreation Picnic area- Group meeting	\$50.00	\$30.00	\$50.00	No		
Jul-13	Patrick King	Auburn Moose Lodge Picnic- Recreation Park Picnic	\$75.00	\$60.00	\$75.00	No		
Jul-13	Joshua Freeman	Auburn Church of Christ-Fundraising evnet	\$150.00	\$90.00	\$150.00	No		
Jul-13	Christine Bunnell	Tracey Bunnell-CANCELLED	\$840.00	\$60.00	\$840.00	Yes		
Aug-13		Adjustment for Bunnell's cancellation					\$1,115.00	\$3,555.00
Aug-13	John Gillmore	Boy Scouts of Amecia-Pack 57; Picnic #1, Rec. Park-Pack Meeting	\$80.00	\$30.00	\$50.00	No	\$275.00	\$2,715.00
Sep-13	Barbara Webb	Placer Hills Education Foundation: Meadow Vista Picnic Sites-Fundraiser for PHEF	\$225.00	\$130.00	\$225.00	No		
Sep-13	John Gillmore	Boy Scouts of America-Pack 57; Picnic #1, Rec. Park-Pack Meeting	\$50.00	\$30.00	\$50.00	No	\$50.00	\$2,765.00

FEE WAIVER LOG

DATE	NAME	ORGANIZATION	RENTAL FEES	CUSTODIAL AND PERMIT FEES	WAIVED FEES	CO-SPONSORED EVENT	MONTHLY TOTAL	YTD TOTAL
Sep-13	Ed Easton	Gold Country Toy Run-Annual Ride... Regional Gym and Picnic sites at Rec. Park	\$710.00	\$30.00	\$740.00	Yes		
							\$1,015.00	\$3,780.00
Oct-13	Katrina Kane	Placer County Sheriff Search & Rescue Recertification Prg. At Overlook Park	\$226.00	\$60.00	\$226.00	No		
Oct-13	Patrick Little	Special Olympics-Recreation Gym	\$643.50	\$165.00	\$643.50	No		
Oct-13	Veona Galbraith	Girl Scout Troop 1589-Lakeside Room	\$120.00	\$30.00	\$120.00	No		
							\$989.50	\$4,769.50
Nov-13	Will Taylor	Health and Human Services, Placer County-Recovery Happens. Recreation Park Picnic Sites	\$240.00	\$90.00	\$240.00	No		\$5,009.50
Dec-13	Alexandra Haslings	Auburn Zombie Run-Recreation Park Picnic Sites	\$150.00	\$60.00	\$150.00	Yes		
Dec-13	Tim Helmer	Auburn Area 45 Club-Fundraising Christmas Event for Children-Sierra Room and Kitchen	\$230.00	\$60.00	\$230.00	No		
Dec-13	Susan Rushton	AAUW-Annual Trivia Bee Fundraising-Regional Gym and Lakeside Room	\$2,160.00	\$90.00	Pending approval	No		
							\$280.00	\$5,289.50

2013/2014 Project List

PROJECT	Est. Cost	Notes	Est. completion date
Ashford Park			
Restroom Remodel	35,000	Drawings complete, soliciting bids for remodel	Mar-14
Ashford Path Of Travel Renovation	27,000	Project complete	Oct-13
Path Of Travel Rest Stops	4,000	Cannot construct rest stops because code compliant slopes are not buildable	
Parking Lot Renovation	40,000	Project complete	Oct-13
Playground Replacement	68,000	Playground completed and inspected	Jul-13
ADA Signage	500	Install directional signage throughout park	Dec-13
Pond mucking	6,850	Work completed	Oct-13
Recreation Park			
ADA Signage	1,500	Install ADA signage parkwide	Feb-14
Begg's Safety Netting	1,500	Install safety netting over observation area at Begg's Field	Feb-14
Expansion Joint Pool	35,000	Project Completed	Oct-13
Regional Park			
24 Acres Walking Path - In Kind	235,000	DG pathway by Western Care; project on hold due to issues with Timberline Project	TBD
MP Field Improvements	12,500	Work to begin April 1, 2014	July, 2014
Canyon View Community Center			
Roof Repair	10,000	Project completed	Mid November, 2013
Railhead Park			
Shade Structure and Hardscape	121,200	Staff working on site plans for submittal to USBR, Plans 85% complete	Jun-14
Playground Replacement	61,000	Staff working on site plans for submittal to USBR. Playground equipment in storage pending install. Plans 85% complete	Jun-14
Meadow Vista Park			
Pathway Repairs	23,000	Project Completed	Sep-13
Pond mucking	18,149	Work completed	Oct-13
Total Projects Fiscal Year	700,199		
Updated December 3, 2013			

Dec-13

Vandalism Report

DATE	LOCATION	VANDALISM	LABOR COSTS	MATERIAL COSTS
12/1/2013	Bi-Centennial	Graffiti, bridge & picnic tables	\$40	\$25, paint to cover graffiti
12/1/2013	Skate Park	Graffiti, walls inside skate park	\$20	\$15, paint to cover graffiti
12/1/2013	Regional Park	Graffiti, lower bathrooms	\$40	\$25, paint to cover graffiti
12/2/2013	Regional Park	Scorebooths broken into A & B	\$40	\$50, door trim/locks cut, possible homeless people sleeping inside
12/4/2013	Regional Park	Kitchen Window Broken	\$50	\$40, re-glaze window

Total	Total	
Labor	\$190	Material \$155
Total for	Total for	
Year	\$3,500	Year \$4,361.84

Nov-13

Vandalism Report

DATE	LOCATION	VANDALISM	LABOR COSTS	MATERIAL COSTS
11/4/2013	Regional Park	Graffiti on lower bathrooms	\$40	\$30, graffiti remover & paint
11/4/2013	Regional Park	Soap dispensers taken from bathroom behind shop	\$20	\$20, new soap dispensers
11/4/2013	Bi-Centennial Park	Graffiti on picnic tables	\$30	\$20, paint for tables
11/7/2013	Bi-Centennial Park	Graffiti on bridge/pillars	\$40	\$30, paint to cover graffiti
11/12/2013	Skate Park	Graffiti on inside of park walls	\$60	\$40, paint to cover graffiti
		Total Labor	\$190	\$140
		Total for Year	\$3,310	\$4,206.84

Oct-13

Vandalism Report

DATE	LOCATION	VANDALISM	LABOR COSTS	MATERIAL COSTS
10/1/2013	Regional Park	Graffiti, restrooms	\$20	\$30
10/1/2013	Bi-Centennial Park	Graffiti on Bridge Structure and tables	\$60	\$50
10/7/2013	Meadow Vista	Mens' restroom Obscene comments on walls	\$40	\$40
10/16/2013	Regional Park	Broken Toilet Bowl	\$165	\$40

Total Labor	\$285	Total Material	\$160
Total for Year	\$3,120	Total for Year	\$4,066.84

Sep-13

Vandalism Report

DATE	LOCATION	VANDALISM	LABOR COSTS	MATERIAL COSTS						
9/1/2013q	Regional Park	Stall door broken away from partition and soap dispensers taken from both bathrooms behind shop	\$60	\$50, hinges and soap dispensers						
9/1/2013	Ashford Park	Graffiti on picnic tables	\$20	\$20, paint to cover graffiti						
9/2/2013	Regional Park	Stall door taken and thrown in creek	\$40	\$20, hinges						
9/2/2013	Regional Park	Cut swing seat in half at Dry Creek Playground	\$20	\$50, new seat						
9/9/2013	Regional Park	Lock on soccer field light panel cut off	\$5.00	\$24.91, new lock						
<table border="1"> <thead> <tr> <th>Total Labor</th> <th>Total Material</th> <th>Total for Year</th> </tr> </thead> <tbody> <tr> <td>\$185</td> <td>\$224.91</td> <td>\$3,906.84</td> </tr> </tbody> </table>					Total Labor	Total Material	Total for Year	\$185	\$224.91	\$3,906.84
Total Labor	Total Material	Total for Year								
\$185	\$224.91	\$3,906.84								

Aug-13

Vandalism Report

DATE	LOCATION	VANDALISM	LABOR COSTS	MATERIAL COSTS
8/1/2013	Centennial Park	Graffiti on picnic tables and under bridge, lots of broken glass	\$50	\$20, paint
8/3/2013	Regional Gym	Janitors closet broken into	\$75	\$50, security panel and lock installed by Yuba Safe & Lock
8/5/2013	Regional Gym	Better security etched into door where new security panel installed, graffiti next to door appears to be of gang nature	\$20	\$10, paint
8/5/2013	Ashford Park	Graffiti on picnic table in covered picnic area	\$20	\$20, paint and painting applicators
8/7/2013	Regional Park	Play structure plexiglass panel broken	\$40	\$200, new panel
8/15/2013	Lakeside Room	Storage cabinet broken in, not repairable	\$30	\$175, new cabinet
8/15/2013	Bi-Centennial Pk	Graffiti, on table/bridge	\$30	\$25, paint to cover graffiti

8/16/2013	Overlook	Graffiti on table and in bathrooms	\$30	\$10, paint to cover graffiti										
8/18/2013	C - Field, Reg Park	Broke open locked irrigation clock and damaged clock	\$60	\$480, new 12 station clock										
<table border="1"> <tr> <td>Total Labor</td> <td>\$355</td> <td>Total Material</td> <td>\$990</td> <td></td> </tr> <tr> <td>Total for Year</td> <td>\$2,650</td> <td>Total for Year</td> <td>\$3,581.93</td> <td></td> </tr> </table>					Total Labor	\$355	Total Material	\$990		Total for Year	\$2,650	Total for Year	\$3,581.93	
Total Labor	\$355	Total Material	\$990											
Total for Year	\$2,650	Total for Year	\$3,581.93											

7/1/2013

Vandalism Report

DATE	LOCATION	VANDALISM	LABOR COSTS	MATERIAL COSTS										
6/28/2013	Recreation Park	Graffiti, significant, APD called	\$320.00	\$200.00, paint										
7/1/2013	Regional Gym	Gym Fan damaged beyond repair	\$20	\$192.43, new fan										
7/1/2013	Sierra Pool	Hole burned into new pool cover	\$0	\$0.00, no repair scheduled										
7/3/2013	Skate Park	Graffiti on interior wall Broke support to shade structure inside skate park	\$60	\$55, new support/paint										
7/4 to 7/8	Regional	Bathroom soap dispensers taken from shop bathrooms	\$40	\$100, new dispensers										
7/13 & 7/14	Regional	All paper products & soap taken from shop bathrooms	\$20	\$30, replace product										
<table border="1"> <thead> <tr> <th>Total</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Labor</td> <td>\$450</td> </tr> <tr> <td>Total for</td> <td>\$577.43</td> </tr> <tr> <td>Year</td> <td>\$2,295</td> </tr> <tr> <td>Year</td> <td>\$2,691.93</td> </tr> </tbody> </table>					Total	Total	Labor	\$450	Total for	\$577.43	Year	\$2,295	Year	\$2,691.93
Total	Total													
Labor	\$450													
Total for	\$577.43													
Year	\$2,295													
Year	\$2,691.93													

Jun-13

Vandalism Report

DATE	LOCATION	VANDALISM	LABOR COSTS	MATERIAL COSTS
6/1/2013	Recreation Park	Graffiti on back picnic tables, broken beer bottles, trash Regional Shop	\$60	\$20, paint for tables, could not remove graffiti
6/1/2013	Ashford Park	Broke (2) toilet paper holders in women's restrooms	\$30	\$30, new toilet paper holders
6/3/2013	Overlook	Graffiti in men's restroom	\$20	\$20, paint, could not remove graffiti
6/3/2013	Railhead	Graffiti in men's restroom	\$20	\$20, paint, could not remove graffiti
6/6/2013	Overlook	Fire started in men's restroom 4 of our newly planted trees broken	\$40	
6/7/2013	Skate Park	Graffiti on wall	\$20	\$20, paint
6/9/2013	Regional	Cut tennis court net	\$20	\$250, new net needed
6/11/2013	Regional	Picnic Table destroyed and thrown into pond	\$20	\$250, new table

6/18/2013	Regional/Railhead/ Overlook	Replace handicap signage on eight (8) bathrooms, damaged	\$40.00	\$256.50, signs								
<table border="1"> <tr> <td data-bbox="451 1134 479 1207">Total</td> <td data-bbox="451 856 479 930">Total</td> </tr> <tr> <td data-bbox="483 1134 511 1207">Labor</td> <td data-bbox="483 940 511 1029">\$270</td> </tr> <tr> <td data-bbox="516 1092 544 1207">Total for</td> <td data-bbox="516 814 544 930">Total for</td> </tr> <tr> <td data-bbox="548 1134 576 1207">Year</td> <td data-bbox="548 940 576 1029">\$2,144.50</td> </tr> </table>					Total	Total	Labor	\$270	Total for	Total for	Year	\$2,144.50
Total	Total											
Labor	\$270											
Total for	Total for											
Year	\$2,144.50											

May-13

Vandalism Report

DATE	LOCATION	VANDALISM	LABOR COSTS	MATERIAL COSTS
5/1/2013	Railhead	Stole Security light bulbs	\$20.00	\$40, new light bulbs
5/1/2013	Ashford	Graffiti men's restroom	\$20.00	\$20, graffiti remover
5/2/2013	Regional	Graffiti men's restroom behind shop	\$20.00	\$10, paint
5/2/2013	Regional	Stole toilet seat liner dispenser stole toilet tissue dispensers from mens restroom behind shop	\$25.00	\$40, new dispensers
5/3/2013	Regional	Broke 2 new trees in half, threw several tree stakes in to pond	\$0.00	Did not replace tree
5/3/2013	Recreation Park	Fire Set out behind park	\$40.00	Nothing of valued burned
5/3/2013	Regional Park	Continued vandalism of metal toilet tissue dispenser, replaced with large roll plastic dispenser	\$20	\$20, toilet paper dispenser
5/3/2013	Overlook	Graffiti on men's restroom stall	\$20	\$15, graffiti remover/paint
5/3/2013	Regional Gym	Stole shower head from men's Gym restroom	\$20	\$25, new shower head

5/7/2013	Regional Park	C-Field, electric wires in two field light posts were tampered with, tried to steal wiring	\$140	\$15, connectors/wire
5/12/2013	Regional Park	Graffiti Soccer Field Remove trash from Homeless Camp	\$80 \$40	\$30, paint

Total	Total	
Labor	\$445.00	Material
Total for		Total for
Year	\$1,565.00	Year
		\$1,243.00

Apr-13

Vandalism Report

DATE	LOCATION	VANDALISM	LABOR COSTS	MATERIAL COSTS
4/1/2013	James Field	Portable Toilet Tipped Over	\$20.00	\$0.00
4/1/2013	Ashford Park	Graffiti in men's restroom	\$20.00	\$15.00, graffiti remover
4/1/2013	Skate Park	Graffiti on wall APD Report #: 13-089-03	\$40.00	\$20, paint
4/11/2013	Winchester	Stole Tennis Court Net	\$20.00	\$275.00, tennis court net
4/13/2013	Regional Park	Graffiti in men's restroom behind shop	\$20.00	\$20, paint
4/14/2013	Ashford Park	Graffiti in men's restroom	\$20.00	\$10, graffiti remover

Total Labor	\$140	Total Material	\$340
Total for Year	\$1,120	Total for Year	\$1,030

Mar-13

Vandalism Report

DATE	LOCATION	VANDALISM	LABOR COSTS	MATERIAL COSTS
2/27/2013	Regional	Fire in men's restroom below tennis courts, using as a heat source	\$20	\$25, paint/paper goods
2/28/2013	Railhead	Graffiti, women's restroom	\$20	\$5, paint
2/28/2013	Recreation	Large Gazebo (back of park)	\$20	\$5, graffiti remover, soap & water
3/4/2013	Regional	Tagged irrigation pump house and Park entrance sign	\$40	\$40, paint
3/5/2013	Regional	Graffiti, lower bathrooms	\$20	\$35, graffiti remover
3/14/2013	Regional	Fire started in lower bathrooms	\$40	\$30, paint, cleaners
3/17/2013	Recreation	Portable toilet tipped over on Rec Field, Graffiti on signs in parking lot	\$20	\$25, graffiti remover
3/17/2013	Arboretum	Disassembled concrete bench in south end of Arboretum	\$40	Repair bench and epoxy seat part to pedestals
		Total Labor	\$220	\$165
		Total for Year	\$980	\$693

Feb-13

Vandalism Report

DATE	LOCATION	VANDALISM	LABOR COSTS	MATERIAL COSTS
2/4/2013	Regional Gym	Peeling paint off the gym walls, Chana students	\$360.00	\$150, paint, painted all four walls
2/11/2013	Railhead Bathrooms	Graffiti on men's stall	\$20	\$8, paint
2/18/2013	Regional Soccer Field	Graffiti on Placer Jr Hillmen storage container	\$0	\$0
2/18/2013	Regional Park	4X6 Park sign graffiti	\$20	\$15, graffiti remover
			Total Labor	Total Material
			\$400	\$173
			Total for Year	Total for Year
			\$760	\$528

1-Jan-13

Vandalism Report

DATE	LOCATION	VANDALISM	LABOR COSTS	MATERIAL COSTS
12/18/2013	Railhead	Graffiti scratched into partition	\$20	\$20, paint
12/18/2013	Lakeside Room	Broke locked hinge off storage cabinet in Kitchen where realtors store items, nothing taken	\$20	\$30, lock and new hasp
12/20/2013	Rec Park, pool equip room & small playground	Graffiti	\$20	\$25, graffiti remover
12/23/2012	Rec Park, metal storage building	Broken in, hole through door, hasp ripped off building APD # 12-359-01	\$120	\$70, plywood & paint
12/26/2013	Regional Park lower bathrooms	Broke toilet off wall, broke leg to sink, set fire in two stalls	\$80	\$160, toilet & seals, sink leg we had
1/4/2013	Regional Park shop bathrooms	Tore toilet paper dispensers off the wall	\$20	\$30, two new dispensers

1/12/2013	Regional Park lower bathrooms	Tore stall door off womens restroom	\$40	\$20, new hardware
1/21/2013	Recreation Park	Broken Beer Bottles throughout the park and one parking lot	\$40	\$0

Total
Labor \$200.00 Material \$355.00

SECTION 9.0

ITEM: 9.1 ELECTION OF OFFICERS AND CONSIDER COMMITTEE MEETING ASSIGNMENTS

DESCRIPTION:

INFORMATION: SEE ATTACHMENT

STAFF RECOMMENDATION: ELECT OFFICERS AND CONSIDER COMMITTEE MEETING ASSIGNMENTS

Election of Chair and Vice Chair

The members of the board are of equal status and there is no requirement to have been a board member a certain amount of time prior to election.

Procedure:

Each member has the right to nominate another member. No second is required for a nomination. Begin with the office of the chairperson.

Elections proceed by voting on candidates in the order in which they were nominated. Members first vote on the election of the first nominee. If that person does not receive a majority vote, then a vote is taken on the second member nominated, and so on, until a member receives a majority vote. A vote is not taken on the remaining nominees, since the position is filled.

Example: Mr. A: "I nominate Mr. D. for the office of chairman". The current presiding officer asks, "Are there further nominations for the office of chairman?" If there are none then the presiding officer calls for the vote, "All those in favor of Mr. D serving as chairman of this board say "aye", those opposed say "no." "Mr. D has received a majority vote and is elected as chairman of the board".

If there is more than one nominee for this office then the following is done:

Mr. A, "I nominate Mr. D for the office of chairman". Mr. B., "I nominate Ms. E for the office of chairman". The presiding officer asks, "Are there further nominations for the office of chairman?" If none, the presiding officer proceeds, "Mr. D and Ms. E are nominated for the office of chairman. "All those in favor of Mr. D raise your hands (count)." If Mr. D gets a majority vote then the election is over. If Mr. D does not receive a majority vote then the presiding officer calls for the vote for Ms. E, "All those in favor of Ms. E raise your hands (count). If she receives a majority vote then she is elected as chairman. If there is a tie vote then the voting continues until one of the other gets a majority vote or one of the nominees withdraws.

This procedure continues with each office. In some groups, once the chairman is elected he becomes the presiding officer and conducts the remaining election.

From Jacque Brown, Registered Parliamentarian