

Item 8.1 Cover Sheet for Sale of Sprint Lease

Subject: Sale of Sprint Lease to Tower Point Capital Group

The Issue: Shall the Auburn Area Recreation and Park District Board of Directors recommend approval of the sale of the Sprint lease.

Background: ARD currently has a lease/easement with Sprint that includes one of the left field light towers and surrounding 287 square feet at Recreation Park's James Field. The District has entertained offers to sell the Sprint lease several times over the last 3 years. The latest was considered in 2012. That offer was from Unison (attached) and was found to be unattractive for several reasons, including inadequate financial terms. The cash flow payment represented a six year payback.

Several months ago, Tower Point Capital Group approached staff regarding their interest in purchasing the Sprint lease. While staff advised the Group of the District's interest, no offer was forthcoming until the week of May 24, 2013. A letter of Intent was received on that date, offering \$246,000 for the lease and an Easement Purchase Agreement (EPA) was received on May 28, 2013. Staff reviewed the EPA and returned revisions of same back to Tower Point Capital for their approval. There remain two issues unresolved and negotiations continue. In the interim, staff contacted an independent third party who represents Cell Tower clients in real estate and contract issues. While that company felt that the contract itself was fairly straightforward and the terms acceptable, they concurred with staff that the financial aspects of the agreement are inadequate. The Sprint lease expires in 2038 and per the attached spread sheet, is valued at approximately \$1,000,000 including the annual 3% adjustment, assuming Sprint renews the contract every 5 years as per agreement. Assuming that the District invests every payment at an average rate of 5% (over the next 25 years, it is very likely that an average 5% investment rate is feasible) then the Sprint payments have a future value of approximately \$1,950,000. Sprint has a 30 day cancellation clause in the contract, but that is not reciprocal. Tower Point Capital was notified on the week of June 24 of the inadequacy of their offer and they have responded with a request that the District name a fair price for the lease.

The quandary for the District is the question of risk. The Sprint contract has 25 years remaining (until 2038). However, Sprint can cancel at any as they have a 30 day cancellation clause in the contract that is not reciprocal. By retaining the lease, the District is gambling that Sprint will carry the lease until term and receive the full (\$1,000,000) lease payments. At the August Board meeting, staff was directed to continue negotiations with now Tower Point Capital. Tower Point has submitted a revised offer for the lease of \$350,000, with a term of 56 years. The future value of this offer is \$1,185,000 (by the year 2038, the expiration of the Sprint lease). By keeping the lease in house, given the 3% kicker and an assumed 5% return on invested funds, the future value of the Sprint lease is approximately \$1,950,000. The "payback" period of the Tower Point offer is approximately 13.5 years.

Staff has had continuing negotiations with Tower Point regarding the terms of the lease. . Below is the latest correspondence with their attorney about areas of concern that District staff have with the agreement.

Please see below in bold. Thanks.

From: Joe Fecko [<mailto:JFecko@auburnrec.com>]

Sent: Friday, October 18, 2013 2:27 PM

To: James Nothdurft

Subject: RE: Auburn Area- Easement Purchase and Lease Assignment with TowerPoint

James:

Thanks for getting this document back to me so quickly. Because of my time constraints, I'm going to submit the purchase agreement as written to the committee along with a recommendation to continue discussions with Tower Point. The issue I continue to have with the agreement is in section 5b and section 6.

5 b. Grantor grants to Grantee the right to acquire through assignment, purchase, or other means any other lease or similar conveyance for telecommunications purposes on the Property ("Additional Telecom Leases"). 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.

I read this section as follows: We could enter into a lease with, say AT&T, and they build a tower and agree to pay rent to us. Then one of your competitors comes in and wants to purchase the lease. We would have to give you first right of refusal to match or beat the deal. Is that correct?

James Nothdurft reply: That is correct.

6. 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 lessee or licensee, including any Easement Tenants, to use or lease space in direct competition with Grantee's Easement

I read this section as actually prohibiting us from allowing any other telecom company to lease space on any other tower (than the easement area) or erect a new tower in any portion of the park. Is that correct?

James Nothdurft reply: If we crossed through the attached, then the limitation is limited to Sprint or a future tenant who moves into the expanded space.

Please let me know how, or if, we can make wording changes to the agreement in such a way that gives the District the freedom to lease space to other telecom providers in areas other than the easement. I would agree to wording that says we can't lease or sell space to Sprint since that would compete directly with you.

Thanks,

Joe

Recommendation:

On October 23, 2013, the Finance Committee voted to move this item to the full Board with a positive recommendation.

Staff recommends that the Board of Directors approve the sale of the Sprint Lease to Tower Point Capital, pending receipt of a "clean" "Telecommunication Easement and Lease Agreement" with the agreed upon wording changes.

Attachment: Most recent offer from Tower Point Capital Group.



Letter of Intent for Option to Purchase Wireless Lease

September 11, 2013

CCG0023733

Dear Joe Fecko:

In consideration of the sum of One-Hundred and no/100 Dollars (\$100.00) ('Option Fee'), the receipt and sufficiency of which is hereby acknowledged, your signature below gives TwP Capital, LLC and its successors and assigns ("TwP ") an option ('Option') to purchase your interest in a wireless tenant lease(s) (the 'Lease') on land owned by you and located at the street address of site listed (the 'Property'). TwP may exercise the Option at any time within 90 calendar days of the date you sign this Letter of Intent and have delivered to TwP the seven (7) items referenced in Exhibit A of this agreement (the 'Option Period'). TwP shall endeavor to close within 30 days of receipt of the items referenced in Exhibit A. TwP may (subject to satisfactory review and approval in its sole discretion) exercise the Option by delivering to you executable closing documents or by delivering written notice to you by fax or mail at your address below. TwP's exercise of the Option will require you to sell to TwP the Lease on the terms set forth in the Telecommunication Easement and Lease Assignment Agreement ('TELA') (to be finalized in a mutually agreeable TELA) and other supporting documentation. The basic terms of TwP's purchase of the Lease are as follows:

Landlord Name	Auburn Area Recreation & Park District			
Landlord Address	123 Recreation Dr, Auburn, CA 95603-5427			
Street Address of Site	123 Recreation Dr, Auburn, CA 95603			
Lease Economics	Wireless Carrier(s)	Current Rent Amount & Frequency	Escalation Amount & Frequency	Date of Next Escalation
	Sprint	\$2,160.00 Monthly	15% Term	August 1, 2015
Easement Type	Specific, Tower			
Comments	<ul style="list-style-type: none"> - Landlord will grant TowerPoint an 'Specific Easement' covering the existing lease area(s). - If existing loan(s)/mortgage(s) encumber(s) the Property, Landlord agrees to secure SNDA(s) from lender(s). If SNDA(s) cannot be obtained, TwP may re-evaluate the transaction including an adjustment to the purchase price. 			
Purchase Term & Purchase Price	Purchase Term		Purchase Price	
	56 Years		\$350,000.00	
	<ul style="list-style-type: none"> - Purchase price may be pro-rated at closing based on interim monthly or annual rent payments and a rent check redirection period of up to two (2) months. Landlord may retain rent checks for pro-rated periods. - TwP covers its own due diligence and closing costs including title costs. Seller pays transfer or other taxes and any recording fees. 			

You acknowledge receipt of good, valuable and sufficient consideration for the Option granted to TwP, and TwP's commitment to expend time, effort and expense to evaluate this transaction. During the Option Period, you shall not offer to any other person or entity the Lease or the Property for sale or assignment, nor negotiate, solicit or entertain any offers to sell or assign any interest in the Lease or the Property. You agree to notify TwP of any modification, notice, amendment, supplement, extension, renewal, termination or correspondence regarding the Lease. Without incurring any additional cost or expense, you agree to provide such additional documents as TwP may reasonably request to evaluate and/or document the transaction. You agree to provide the consent of your lender, if any, to close the proposed transaction. You agree to allow TwP to order and receive at its cost a credit report from a national credit reporting agency.

This Letter of Intent is intended as and shall be a legally binding commitment for you to sell your Lease. The terms of this Letter of Intent are confidential and may not be disclosed without the prior written consent of TwP, except to professionals engaged to evaluate and conduct the transaction on your behalf. You acknowledge that TwP has given you no tax or legal advice in evaluating the transaction.

To the extent that the terms contained in this Letter of Intent represent an offer by TwP to purchase Landlord's Lease, the terms herein expire after 9/28/2012, if this Letter of Intent is not mutually executed. TwP reserves the right to change the terms of this Letter of Intent following expiration.

[Signatures follow on next page]



Your signature below will indicate your agreement and provide authorization for TwP to proceed with the evaluation of this transaction.

TOWERPOINT CAPITAL:

Auburn Area Recreation & Park District:

9/11/2013

Jesse M. Welner, Managing Director

Date

Landlord's Signature

Date

Print Name

Title



Exhibit A

- 1) Signed copy of Letter of Intent for Option to Purchase Wireless Lease
- 2) Landlord's or landlord's counsel's comments, if any, to the TELA or return form TELA with each page initialed showing approval of the form TELA
- 3) Completed Lease Purchase Application with complete lease data and a signed credit authorization including social security numbers for individuals with 20% or greater ownership positions in the entity which owns the legal property
- 4) Executed Wireless Tenant Lease including any and all Amendments thereto (as well as any notification or lease commencement letters available)
- 5) Proof of Rent Payments under Wireless Leases (minimum of 3 months received in the last 6 months)
- 6) Mortgage Statement and Bank contact information for obtaining SNDA.
In addition to the Mortgage Statement/debt information, if an SNDA cannot be obtained, additional financial information including a personal financial statement for consumer related transactions (with copies of tax returns and related W2's) or Balance Sheet and P&L for corporate landlords must be provided and the purchase price will be reduced accordingly.
- 7) Legal entity organizational documents (including any Amendments thereto) showing proof of authority, as applicable below, for all entities owning an interest in the Property:

Corporation	LLC	General Partnership	Limited Partnership	Condominium Association	Cooperative Corporation (i.e.: Housing Co-op)	Trust
Articles of Incorporation	Articles of Organization	Certificate of Partnership	Certificate of Limited Partnership	Condominium Declaration	Articles of Incorporation	Trust Agreement
Signed Corporate Bylaws	Signed Operating Agreement	Signed General Partnership Agreement	Signed Limited Partnership Agreement	Signed Condominium Bylaws	Signed Corporate Bylaws	Certificate of Trust

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 ~~56~~ 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 ~~five-three (53)~~ 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. ~~If Grantor abandons the easement, does continuing rent/lease income revert to Grantor?~~

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- Comment [j1]: As discussed, if leased, would not be abandoned.
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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. ~~Notwithstanding the foregoing, Grantee shall be entitled to collect and retain rent from all telecommunications tenants within the Easement in an amount equal to the rent scheduled in the existing Telecom Tenant Lease and any Replacement Telecom Tenant Lease, including scheduled escalators ("Minimum Scheduled Rent"). Should the rent collected equal an amount less than the Minimum Scheduled Rent, such deficit ("Minimum Scheduled Rent Deficit") shall accrue and shall be applied against any and all future rents collected within the Easement, until collected rent payments fully offset the total Minimum Scheduled Rent Deficit.~~ Any Revenue Share Tenant shall comply with the obligations of a Replacement Telecom Tenant as set forth in Section 4.

b. Grantor grants to Grantee the right to acquire through assignment, purchase, or other means any other lease or similar conveyance for telecommunications purposes on the Property ("Additional Telecom Leases"). 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. ~~Does the term "property" mean the leased space? Or does it mean the entire park?~~

Comment [j2]: As discussed, Property as defined is whole park. Easement as defined the area underneath the space occupied by the tenant

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 lessee or licensee, including any Easement Tenants, to use or lease space in direct competition with Grantee's Easement. ~~Is this to be construed as an exclusive easement of the entire park? Is what if the District wishes to lease one of the other towers on the baseball field?~~

Comment [j3]: As discussed the easement is not for the entire park

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. ~~Any such sale, lease or assignment must be approved by the District, approval of which shall not be unreasonable, conditioned, delayed, denied or withheld.~~

Comment [j4]: As discussed, we cannot do because this is a funding requirement. However, I made uses, both current and of any assignee, subject to only lawful purposes (See Sec. 2 above)

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 or Replacement Telecom Tenant withholds such consent pursuant to the terms of the existing Telecom Tenant Lease or Replacement Telecom Tenant Lease, as applicable, unless such consent is unreasonably withheld.

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14.15. 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

Comment [j5]: As discussed, there is no way to enforce this against Sprint because there is no express relocation language in the lease. However, we can agree to make a good faith effort to have Sprint agree to move, and quite frankly, I don't see this as a practical issue, because the carriers will accommodate such a request, especially if at Grantor's expense. Furthermore, in any Replacement or Revenue Tenant Lease, we can agree to insert this requirement, so this would be limited to Sprint only.

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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!

Comment [j6]: This will be the existing Sprint lease area.

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.

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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 easement property or the entire parcel 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

Comment [j7]: As discussed, the utilities and access will be the same as Sprint's.

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 ~~need to review this exhibit 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.

[Insert Easement area description.]

Item 9.1 Cover Sheet for Mid-Year Budget Revision

Auburn Area Recreation and Park District Board of Directors Meeting, October 2013

Subject: Review and approval of ARD's Mid-Year budget revision.

The issue: Each year, the District is required to review its budget at the mid-year point and adjust it for changes, additions and/or deletions in each budget category.

Background: Attached is a summary of each department's budget. The middle column contains figures from the Board approved annual budget. The far left column represents revenues and expenditures year to date through September, plus staff's projection of revenues and expenditures for the balance of the fiscal year. Below is a narrative of the major items that staff recommends for adjustment.

1. Revenues have been adjusted for an increase of 3.7% in property taxes. All wage numbers reflect the contractually obligated and Board approved salary increase of 3% to all employees (about \$40,000 in wages and \$7000 in benefits).
2. Generally speaking, revenues are slightly less than the original budget, but every department has been able to control expenses. Facilities and Grounds has added a part time (32 hours per week) employee to their staff. This is reflected in the wage and benefit numbers on the mid-year revision, approximately \$7800 for the balance of the fiscal year.
3. Other notable changes/additions to the mid- year revision:
 - a. Additional pre-emergent weed spraying at all our parks (after being cut back for the last several years). \$7500
 - b. Fields light maintenance \$2500
 - c. Repair football damage C field Regional \$4000
 - d. New warning tracks at all three baseball fields \$11,000
 - e. Repair pickle ball court \$2000
 - f. Beggs infield re-do \$2000
 - g. New gym lights at Recreation Park \$6328
 - h. Gutter replacement Regional gym \$8465
 - i. Three new trucks \$65,000
 - j. New pool sweep \$2000
 - k. Sierra Pool expansion joint repair \$55,000
 - l. Landscaping at Ashford Park \$6,500 (\$2,000 more than was previously budgeted)

Except for items i and k, all of the above improvements are being funded through the general fund as maintenance expenses. Items i and k are being funded through the general fund despite being on the equipment reserve list and project list, respectively. The ARD Board originally approved Items i and k to be funded through their respective reserves. Depending on the general fund status at year end, these two items may be funded through the reserve if necessary.

Additionally, due to changes occurring to our medical benefits with the ACA or “Obamacare” the District was notified in September that California insurers have raised rates an average of 40% on renewals. Our medical broker advised that Kaiser is offering members an option of changing the renewal year to December of 2013 instead of waiting until June 1 of 2014 but with a 6% increase. Since the Districts rates may have gone up by 30-40% in June of 2014, we were able to forestall the increase to December of 2014, thus saving a net of approximately \$27,000-\$38,000 for the six months (June 2014 to December 2014). The additional 6% (\$14,000) is reflected in the mid-year budget revision. However, this is only a temporary reprieve. Beginning in December 2014, the Districts medical coverage premiums may increase by as much as \$75,000 per year.

4. Barring any unforeseen emergencies, we project the budget surplus to be around \$18,000 at the end of our fiscal year on March 31, 2013.

Recommendation:

At the October 2013 Finance Committee meeting, the Directors forwarded the Mid-Year budget revision on a split vote to the Board. Director Smith did not approve of the use of the Equipment Reserve “if necessary” as stated in (3) above.

Staff recommends that the Board of Directors approve the proposed changes contained in the mid-year budget.

Fiscal Impact: As noted in the background items above.

Attachments: Departmental budget summaries.
Resolution No. 2013-15

**AUBURN AREA RECREATION AND PARK DISTRICT
BUDGET SUMMARY**

Mid-Year (Revision) 13-14 Budget

Program revenue	Facility revenue	Misc. revenue	Grants	Interest revenue	Project revenue	Tax revenue	In Kind	Transfer in from reserves	Atwood III taxes	RDA passthru	TOTAL	% of Total
Administration		16,104	-	33,777		2,426,198		-	20,254	43,726	2,519,805	61%
F&G	197,566	2,180	6,505	2,922	292,941	-	235,000	155,634	20,254		913,002	22%
Cust Service	8,315	-	-	-	-	-	-	-	-	-	8,315	0%
Recreation	271,804	1,995	7,648	-	-	-	-	-	-	-	281,247	7%
Youth Services	304,179	3,600	-	-	-	-	-	-	-	-	307,779	7%
Aquatics	117,039	-	-	-	-	-	-	-	-	-	120,439	3%
TOTAL	701,137	200,966	23,879	36,699	292,941	2,426,198	235,000	155,634	20,254	43,726	4,150,587	100%
					7.1							
Program expense	Operations & supplies	Utilities expense	Prof. expense	Building & grounds	Property Tax administ	Wages	Benefits & expenses	Fixed assets	Capital Improve.	Debt service	Contingency Reserve	(ADA reserve)
Administration	95,348	-	32,155	209,615	54,103	318,745	118,924	12,647	-	-	-	Eq Res
F&G	97,161	177,592	706	209,615	54,103	621,108	341,686	79,659	12,000	143,803	50,000	631,922
Cust. Service	52,858	7,606	7,606	209,615	54,103	99,990	43,532	13,072	659,165	143,803	50,000	2,392,495
Recreation	163,323	28,880	500	3,258	54,103	133,876	51,522	-	-	-	-	217,058
Youth Services	18,949	4,251	-	26,005	54,103	197,019	73,866	1,189	-	-	-	378,101
Aquatics	8,320	296	-	26,005	54,103	82,024	15,678	4,620	-	54,778	-	298,532
TOTAL	190,592	278,794	40,967	238,878	54,103	1,452,762	645,208	111,187	659,165	143,803	50,000	4,132,359
									16.0			
												18,228
												0.44%

**AUBURN AREA RECREATION AND PARK DISTRICT
BUDGET SUMMARY**

Mid-Year 13-14 Budget

	2013/2014 final budget	% of total	2013/2014 Mid-Year Revision	
Operating Revenues				
Program Revenue	\$ 697,400	17.1	701,137	16.9
Facility Revenue	\$ 223,561	5.5	200,966	4.8
Misc. Revenue	\$ 31,400	0.8	23,879	0.58
Donations, Grant Revenue and In Kind	\$ 20,750	0.5	249,153	6.00
Interest Income	\$ 42,350	1.0	36,699	0.9
Projects Revenue	\$ 495,000	12.2	292,941	7.1
Tax Revenue	\$ 2,374,296	58.3	2,469,924	59.5
Transfer in from Cap Construction Fund	\$ -	0.0	155,634	3.7
Misc	\$ 185,459	4.6	20,254	0.5
Total Operating Revenue	\$ 4,070,216	100.00	4,150,587	100.0
Expenditures				
Program Expense	\$ 199,650	5.0%	190,592	4.6
Operating & Supplies	\$ 292,676	7.4%	278,794	6.7
Utilities Expense	\$ 203,955	5.1%	200,122	4.8
Professional Services	\$ 57,500	1.5%	40,967	1.0
Building & Grounds Maintenance	\$ 251,125	6.3%	238,878	5.8
Property Tax Admin.	\$ 52,200	1.3%	54,103	1.3
Wages	\$ 1,376,977	34.8%	1,452,762	35.2
Benefits & Payroll Costs	\$ 606,695	15.3%	645,208	15.6
Fixed Asset Expense	\$ 103,459	2.6%	111,187	2.7
Capital Improvement Projects Mitigation	\$ 578,000	14.6%	659,165	16.0
Capital Improvement Projects General Fund	\$ 154,942	3.9%	66,778	1.6
Debt Services	\$ -	0.0%	143,803	3.5
Special Departmental Expenses	\$ 35,000	0.9%		0.0
Project Expenditures		0.0%		0.0
Misc Expense		0.0%		0.0
Equipment Reserve	\$ 50,000	1.3%	50,000	1.2
Total Expenditures	\$ 3,962,179	100	4,132,359	100.0
Net Revenue Over Expenditures	108037		18,228	
Annual Equip Replacement Fund	\$ 558,531	(current)	529342	
Future Capital Construction Fund	\$ 682,329	(current)	588884	
Contingency Reserve	\$ 444,950	(current)	444950	
ADA Reserve	\$ 79,335	(current)	46335	
TOTAL RESERVES	\$ 1,765,145	(current)	\$ 1,609,511	

Administration 13-14 budget Revenues

Mid-Year
Revision

	Actual 13-14	13-14 budget	Prelim 14-15
Misc. Income -w/c div and other	16,104	19,500	0
Misc Income - Liability Ins dividend	-	-	0
501c3 receivable	-	-	0
TOTAL	16,104	19,500	0

Donations - Admin	-	-	0
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Interest Income

Interest Revenue - County	32,914	39,000	0
Interest Revenue other	863	350	0
TOTAL	33,777	39,350	0

Other Financing Sources

Transfers for the Equipment Reserves	-	9,000	0
TOTAL	-	9,000	0

Taxes & Gov't Revenues

Current Sec Prop Tax General	2,224,917	2,123,817	2,364,850
Homeowner's Prop. Tax Reduction	28,148	17,932	26,800
Current Unsec Prop Tax General	57,639	54,160	28,539
Suppl. Prop Tax Current	28,057	13,538	17,390
Unitary & Op Non-unitary Tax	86,142	90,618	52,820
Prior Unsec Prop Tax	-	696	0
Timber Tax Guarantee	1	-	0
Prior Supplemental Tax Rev	-	-	0
Prior Secured Prop Taxes	-	2,565	0
Railroad Unitary Prop Taxes	1,294	780	788
RDA Pass - Throughs	43,726	50,000	25,875

Redemptions Gen Taxes	-	-	0
Tax Adjustment	-	-	0
TOTAL	2,469,924	2,354,106	2,517,062

Total Revenues 2,519,805 2,421,956 2,517,062

Expenditures

Operations & Supplies	Actual 13-14	13-14 budget	Prelim 14-15
Discounts Taken	-	-	0
CalCard Incentive	(1,723)	(1,200)	0
Telephone (CVCC) - Admin	4,389	4,750	0
Postage - Admin	1,479	1,100	0
Bank Service Charges	1,230	1,200	0
Office Supplies - Admin	4,998	4,750	0
Duplication Costs- Admin	1,581	2,400	0
Office Equip. Rental- Admin	6,165	6,000	0
Office Equip Maint - Admin	-	-	0
Dining Expense	919	1,200	0
Gas/Mileage Expense	831	700	0
General Admin Exp	300	600	0
Liability Insurance	59,820	60,000	0
Board Expense	1,502	3,000	0
Public Relations/Mktg.	3,328	4,500	0
Dues & Subscriptions	7,875	8,000	0
Staff Appreciation	-	-	0
Staff Development	1,724	3,000	0
Uniform Expense	-	-	0
Safety Supplies - Administration	-	-	0
Theft	-	-	0
Small Office Equipment	876	1,200	0
Penalties	-	-	0
Finance Charges	54	-	0

TOTAL 95,348 101,200 0

Legal Fees	12,830	21,000	0
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Professional Services

	Actual 13-14	13-14 budget	Prelim 14-15
Professional Services	6,745	9,000	0
Accounting/Auditor Fees	12,580	12,500	0
Environmental Services	-	-	0
TOTAL	19,325	21,500	0

Property Tax/Election Expense

Property Tax Administration	51,435	51,000	0
Election Expense	-	-	0
LAFCO Fees	2,668	1,200	0
TOTAL	54,103	52,200	0

Salaries/Wages Expenses

	Actual 13-14	13-14 budget	Prelim 14-15
Wages - Admin - Full Time	139,443	132,350	0
Wages - Admin - Part Time	56,355	55,360	0
Wages- Admin - Board Pay	29,950	30,000	0
Wages - District Administrator	92,997	81,106	0
TOTAL	318,745	298,816	0

Benefits & Payroll Costs

ER -Taxes - Admin	24,891	24,803	0
Employment Expense - Admin	3,331	-	0
Fingerprinting	-	-	0

Benefits Expense - Admin	41,178	37,579	0
Employer Retirement Exp.	46,195	45,153	0
Worker's Compensation	3,329	2,695	0
TOTAL	118,924	110,230	0

Fixed Assets- Equipment

Fixed Assets	1,000	2,000	0
Computer Purchases - Admin.	11,647	14,000	0
TOTAL	12,647	16,000	0

501 C3 donation	-	-	0
TOTAL	-	-	0

Reserve for future capital construct

	-	-	0
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Total Expenditures

	631,922	620,946	0
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Total Revenues	2,519,805	2,421,956	2,517,062
Total Expenditures	631,922	620,946	0
Contingency Fund 1% of total exp.	6,319	6,209	0
Net Gain (Loss)	1,881,564	1,794,801	2,517,062

Aquatics 13-14 budget Revenues

**Mid-Year
Revision**

	Actual 13-14	13-14 budget	Prelim 14-15
Adult Aquatic Activities	6,060	6,000	0
Adult Aquatic Activities Placer Hills	1,375	1,000	0
Master Swim	5,045	5,000	0
Stroke & Turn	3,757	3,350	0
Public Swim	30,319	30,000	0
Public Swim - Placer Hills Pool	4,175	4,000	0
Swim Lessons	23,838	27,350	0
Swim Lessons - Placer Hills Pool	8,963	7,000	0
Swim Team	26,822	20,450	0
Synchro Team	5,605	4,500	0
Misc Income PH pool	0	0	0
Misc Income	1,080	1,050	0
Totals	117,039	109,700	0
Rents & Concessions			
Sierra/Splash Pool Rental	1,500	9,500	0
Placer Hills Pool rental	1,900	1,500	0
Totals	3,400	11,000	0
Total Revenues	120,439	120,700	0

Expenditures

Program Expenditures

Instructors - Aquatics	3,150	4,200	0
Adult Aquatic Activities Exp.	1,577	500	0
Public Swim Expenses	2,220	1,800	0
Public Swim Expenses PH	385	400	0
Swim Lessons Expenses	15	0	0
Swim Team Expenses	1,540	1,600	0
Synchro Team Expenses	-567	500	0
Totals	8,320	9,000	0

Operations & Supplies

Telephone - Placer Hills Pool	164	176	0
Gas Mileage	146	100	0
Staff Appreciation- Aquatics	0	0	0
Small Equipment Sierra Pool	25	0	0
Small Equipment PH Pool	0	0	0
Staff Development- Aquatics	-39	600	0

Uniform Exp	0	250	0
Totals	296	1,126	0

Utilities

Water - Sierra Pool	6,067	6,500	0
Water - Placer Hills	1,011	1,300	0
Gas/Electric - Placer Hills	4,898	4,250	0
Gas/Electric - Sierra Pool	22,554	17,000	0
Reimbursement - Gas/Electric	-12,000	-12,000	0
Totals	22,530	17,050	0

Maintenance

Maintenance - Placer Hills pool	3,986	2,500	0
Maintenance - Sierra Pool	81,577	49,000	0
Reimbursement - Maintenance	-4,780	-5,000	0
Totals	80,783	46,500	0

Salaries/Wages Expenses

	Actual 13-14	13-14 budget	Prelim 14-15
Wages - Aquatics Coordinator	16,105	14,250	0
Wages - Aqua Coord - Placer Hills	0	850	0
Master Swim	2,261	1,700	0
Stroke & Turn	0	0	0
Adult aquatics	2,318	1,000	0
Wages - Public Swim	36,621	37,500	0
Wages - Public Swim - PH Pool	6,354	5,200	0
Wages - Swim Lessons	5,465	7,050	0
Wages - Swim Lessons - PH Pool	2,275	2,500	0
Wages - Coaches (Swim Team)	6,532	5,850	0
Wages - Coaches (Synchro)	4,093	6,533	0
Totals	82,024	82,433	0

Benefits & Payroll Costs

ER - Taxes	10,148	10,715	0
Employment Exp- Aquatics	760	1,900	0
Fingerprinting Exp- Aquatics	396	400	0
Calpers Exp.	3,047	2,425	0
Worker's Comp	1,327	1,247	0
Totals	15,678	16,687	0

Equipment & Fixed Assets

Fixed Assets - Aquatics	4,620	2,000	0
Totals	4,620	2,000	0

Total Expenditures	209,327	174,796	0
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Total Revenues	120,439	120,700	0
Total Expenditures	214,251	174,796	0
Contingency 2% of expenses	2,143	1,748	0
Net Gain (Loss)	-95,955	-55,844	0

Customer Service 13-14 Budget Revenues

Mid-Year Revision

Actual 13-14 13-14 budget Prelim 14-15

Revenue

Out of Dist Fees	8,185	10,500	0
Return Check Fees	130	0	0
Total	8,315	10,500	0

Rents & Concessions

	0	0	0
Total	0	0	0

Miscellaneous Revenue

	0	0	0
Total	0		

Grant Revenue

	0	0	0
Total	0	0	0

Total Revenues	8,315	10,500	0
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Expenditures

Expenditures

Cash short/over	-1	0	0
Merchant fees	5,618	4,550	0
Telephone expense	8,763	7,800	0
Postage	500	1,200	0
Office Supplies	2,709	2,100	0
Duplication costs	3,847	3,300	0
Office Equipment rental	12,081	12,500	0
Office equipment Maintenance	0	0	0
Gas/Mileage Expense	598	700	0
Public Relations/Marketing	12,721	12,000	0
Dues and Subscriptions	295	150	0
Staff Appreciation	21	0	0
Staff Development	349	250	0
Theft Expense	0	0	0
Bad Debt	4,248	2,100	0
Small Office equipment	719	1,000	0
Total Expenditures	52,858	47,650	0

Prof Services	7,606	6,000	0
	7,606	53,650	0

	Actual 13-14	13-14 budget	Prelim 14-15
Wages (F/T)	62,675	60,319	0
Wages (P/T)	37,315	30,961	0
Total	99,990	91,280	0

ER - Taxes - C.Serv (7.65%)(13.65%)	9,640	8,850	0
Employment Expense	0	0	0
Fingerprinting Expense	32	0	0
Benefits Expense	18,456	18,000	0
Employer Retirement Exp.	14,782	11,816	0
Worker's Compensation	622	574	0
Total	43,532	39,240	0

Total Salaries & Benefits 143,522 130,520 0

Fixed Assets- Equipment

	Actual 13-14	13-14 budget	Prelim 14-15
Fixed Asset Purchases	0	0	0
Fixed Asset Purchases (computer)	13,072	16,000	0
	13,072	16,000	0

Total Expenditures 217,058 200,170 0

	0		
Total Revenues	8,315	10,500	0
Total Expenditures	217,058	200,170	0
Contingency Reserve (2% of expens)	2,171	2,002	0
Net Gain (Loss)	-210,914	-191,672	0

**Facilities & Grounds
13-14 Budget
Revenues**

**Mid-Year
Revision**

**Actual 13-
14**

13-14 budget

Prelim 14-15

	Actual 13- 14	13-14 budget	Prelim 14-15
<i>Fee Waivers- Public</i>	(14,590)	(20,500)	0
<i>Fee Waiver Offset</i>	15,540	21,500	0
<i>Fee Waivers-CVCC Public</i>	(950)	(1,000)	0
Blue Bird Room - CVCC	1,650	1,500	0
Stella Irving - Rec	0	0	0
Lakeside - Reg	4,783	4,000	0
<i>Sierra Room Rental- CVCC</i>	13,210	18,500	0
<i>Sunset Room Rental- CVCC</i>	2,090	1,500	0
<i>Canyon View Room Rental-CVCC</i>	6,195	8,500	0
<i>Foothills Room Rental- CVCC</i>	8,066	10,400	0
<i>Oak Room Rental-CVCC</i>	270	300	0
American River Room	3,800	5,500	0
Conference Room Rentals	0	0	0
Board Room Rental - CVCC	3,416	2,400	0
Conference Modular - Overlook	7,686	7,000	0
Gazebo - Rec	410	200	0
Gym - Rec	480	1,700	0
Gym - Reg	13,847	16,000	0
Tutor Totter Lease Agreement	5,843	5,811	0
Kitchen - Rec	80	0	0
Kitchen - Reg	0	0	0
Kitchen-CVCC	2,720	3,350	0
Picnic Area - Rec	7,918	8,250	0
Picnic Area - Reg	2,850	3,000	0
Picnic Area - Ashford	720	1,000	0
Picnic Area - Meadow Vista	2,355	3,100	0
Field - Recreation	3,684	2,750	0
Field A - Reg	52	100	0
Field - Softball MV	2,336	2,200	0
Field - Christian Valley	2,150	1,750	0
Field Soccer/Baseball-Winchester	2,512	3,350	0
Field "Beggs" - Rec	4,678	2,500	0
Field B - Reg	3,636	3,800	0
Field "James" - Rec	12,639	15,000	0
Field "Chana" - Reg	5,159	3,700	0
Field Soccer - Reg	5,166	3,200	0
Field Soccer A- MV	0	100	0
Field Soccer A- Railhead	10,297	14,850	0
Field Placer Hills	1,039	1,750	0

Field Soccer B- MV	760	0	0
Field Soccer B- Railhead	12,214	13,000	0
Field "Pee Wee Soccer" Rental - MV	0	0	0
Field Lining Revenue - Reg	0	400	0
Misc Rents & Concessions	26,385	24,000	0
Custodial Fees	14,510	16,000	0
Set up and Take Down Fees	1,960	2,100	0
TOTAL RENTS & CONCESSIONS	197,566	212,561	0

Miscellaneous Revenues

Misc Income - F & G	500	700	0
	1,680	1,600	0
	0	0	0
Total Misc Revenue	2,180	2,300	0

Grants & Donations	Actual 13-14	13-14 budget	Prelim 14-15
In-Kind Donations	235,000	235,000	0
Donations F&G	6,505	5,000	0
TOTAL GRANTS & DONATIONS	241,505	240,000	0

Interest Revenue - City Trust	2,922	3,000	0
TOTAL Interest Income	2,922	3,000	0

Project Revenue - Government

County Mitigation	183,300	128,000	0
City Mitigation Revenue	109,641	0	0
Total Project Revenue - Gov	292,941	128,000	0

Other Financing Sources

Transfers from Future Capital Constr.	93,445	59,000	0
Transfers from Equipment Reserv	29,189	86,924	0
Transfers from ADA Fund	33,000	24,000	0
City Mitigation Apportionment	0	132,000	0
Total Project Revenue - Gov	155,634	301,924	0

Taxes & Government Revenue

Atwood III Tax Revenue	20,254	20,190	0
Total Taxes & Gov't Revenue	20,254	20,190	0

TOTAL REVENUES 913,002 907,975 0

Expenditures

Operations & Supplies	Actual 13-14	13-14 budget	Prelim 14-15
Telephone - F & G	7,035	8,400	0
Office Supplies - F & G	820	1,300	0
Duplication Cost - F & G	150	250	0
Gas/Mileage Expense - Fac & Gr..	28,222	30,000	0
Membership & Dues - F & G	272	400	0
Staff Appreciation - F & G	31	0	0
Staff Development - F & G	500	1,000	0
Safety Supplies - F & G	2,403	2,550	0
Restroom Supplies - Rec Park	1,912	2,000	0
Restroom Supplies - Reg. Park	1,831	1,600	0
Restroom Supplies - Ashford	1,121	1,500	0
Restroom Supplies - M.V. Park	1,075	1,100	0
Restroom Supplies - Railhead Park	1,131	1,250	0
Restroom Supplies - Overlook Park	1,072	1,250	0
Restroom Supplies - Winchester Park	501	600	0
Restroom Supplies - Rec. Comm Ctr	1,123	1,200	0
Restroom Supplies - Reg. Comm. Ctr	800	1,000	0
Restroom Supplies - CVCC	1,900	2,300	0
Rec Park - Debris Box	7,277	7,750	0
Sanitation- Regional Park - Debris	5,497	6,700	0
Sanitation- Rec Park- Port. Toilet	2,645	1,540	0
Sanitation- Regional Park- Port. Toilet	5,949	5,400	0
Sanitation- CV - Port. Toilet	0	0	0
Sanitation- Winchester Park- Port. Toilet	5,350	4,250	0
Sanitation-Reg ADA portable toilet	1,497	800	0
Sanitation- MV Park- Debris	4,938	4,850	0
Sanitation- CVCC - Debris	3,793	4,100	0
Small Tools and Equipment-Rec Park	5,292	6,000	0
Small Tools and Equipment-Reg Park	1,489	2,000	0
Small Tools and Equipment-MV Park	567	550	0
Small Tools and Equipment-CVCC Fac	200	400	0
Field Marking Expense	768	400	0
TOTAL OPERATIONS & SUPPLIES	97,161	102,440	0

	Actual 13-14	13-14 budget	Prelim 14-15
Lights- Rec Pk Beggs Field (LL)	2,259	2,900	0
Lighting Reimbursements - Beggs Fld.	(2,013)	(1,920)	0
Lights- Rec Park James Field (LL)	3,836	5,350	0
Lighting Reimbursements - James Fld.	(3,352)	(3,100)	0
Lights- Recreation Field (LL)	758	950	0
Lighting Reimbursements - Rec Fld.	(959)	(275)	0
Gas/Electric - Rec Comm Ctr	21,713	20,700	0

Gas/Electric - Reg Comm Ctr	9,409	9,250	0
Gas/Elec. - Chr Vly Comm Ctr	1,213	1,200	0
Electric Reimbursements - Chr Vly CC	(421)	(200)	0
Gas/Electric - CVCC	25,136	24,900	0
Gas/Electric - Recreation Park	7,158	6,800	0
Gas/Electric - Reg Park	18,445	18,000	0
Lighting Reimbursements - Reg Park	(5,887)	(1,000)	0
Gas/Electric - Ashford Park	2,551	2,550	0
Gas/Elec. - MV Park	5,733	4,950	0
Electric - Railhead	2,922	2,950	0
Lighting Reimbursements - Railhead	(1,518)	(700)	0
Gas/Electric - Overlook Park	0	1,400	0
Gas/Electric- Winchester Park	1,692	1,350	0
Water - Rec Comm Ctr	2,283	1,700	0
Water - Reg Comm Ctr	1,661	1,300	0
Water - Chr Vly Comm Ctr	1,625	1,400	0
Water - CVCC	2,221	1,300	0
Water - Recreation Park	3,966	4,150	0
Water - Regional Park	8,769	11,950	0
Water - Ashford Park	3,500	4,150	0
Water - MV Park	7,942	7,150	0
Water - Chr Vly Park	3,700	4,000	0
Water - Railhead Park	3,186	3,650	0
Water - CVCC (Park)	3,323	4,050	0
Water - Overlook	5,875	5,600	0
Water - Placer Hills Park	3,784	3,550	0
Water - Winchester Park	0	2,600	0
Water - Atwood	2,521	450	0
Water - Chana Field	100	100	0
Sanitation - Rec Park (Sewer)	7,955	7,000	0
Sanitation - Railhead (Sewer)	136	0	0
Sanitation - Regional Park - (Sewer)	13,000	13,000	0
Sanitation - Ashford Park (Sewer)	5,500	5,500	0
Sanitation - Overlook (Sewer)	575	750	0
Sanitation - CVCC (Sewer)	7,295	7,500	0
TOTAL UTILITIES	177,592	186,905	0

Professional Services

Professional Services - Atwood III	478	5,500	0
Professional Services	228	500	0
Total Professional Services	706	6,000	0

Building & Grounds Maintenance

District Vehicles Maint - F & G	14,445	13,250	0
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Equipment Rental - F & G	340	1,000	0
Maint & Repairs - Equipment	14,528	16,500	0
Maint - Recreation Field	3,824	1,850	0
Maint - James Field	9,407	4,850	0
Maint - Beggs Field	8,036	2,700	0
Maint- Rec Park - Irrigation Pump	0	2,000	0
Maint- Reg Park - Irrigation Pump	0	2,000	0
Maint- Ashford Park - Irrigation Pump	0	0	0
Maint- MV Park - Irrigation Pump	0	2,000	0
Maint - M.V. Soccer Field	0	2,000	0
Maint- Winchester Field	250	1,250	0
Maint - M.V. Tennis Courts	1,254	1,600	0
Maint - Recreation Park	17,206	24,050	0
Maint - Regional Park	19,495	18,400	0
Maint - Ashford Park	3,704	6,100	0
Maint - Meadow Vista Park	14,738	9,650	0
Maint - Christian Valley Park	2,079	1,500	0
Maint - Railhead Park	6,134	1,350	0
Maint- CVCC Park	2,244	1,650	0
Maint - Overlook Park	3,553	2,500	0
Maint - Placer Hills Park	1,572	1,225	0
Maint - Pocket Parks	304	525	0
Maint - Mt. Vernon Park	1,092	1,200	0
Maint - Winchester Park	1,211	2,300	0
Maint - Atwood III	3,267	750	0
Maint-Shockley	4,402	4,000	0
Maint-Ashley dog park	1,015	3,150	0
Maint - Recreation Comm Ctr	31,542	29,500	0
Maint - Regional Comm Ctr	9,656	6,300	0
Maint - Christian Valley Comm Ctr	2,850	3,850	0
Maint - CVCC	7,839	7,650	0
Maint - Overlook Modular	409	225	0
Maint - Regional Tennis Courts	981	3,600	0
Maint - Regional Field Soccer	2,225	1,750	0
Maint - Regional Field A	1,095	1,500	0
Maint - Regional Field B	1,095	1,500	0
Maint - Regional Field C	6,220	2,500	0
Tree Maint Rec Park	4,500	1,500	0
Tree Maint Reg	0	1,500	0
Tree Maint Ashford	3,005	1,500	0
Tree Maint MV park	0	1,500	0
Tree Maint Pocket Parks	0	0	0
Vandalism Repairs Exp.	4,098	6,000	0
TOTAL MAINTENANCE	209,615	199,725	0

Salaries/Wages Expenses

Wages - Fac Attend - Rec Park	34,907	32,496	0
Wages - Fac Attend - CVCC	20,186	19,568	0
Wages - Fac Attend - Reg Park	9,245	9,300	0
Wages - Fac Atten - Overlook	0	0	0
Wages - Management	100,931	98,561	0
Wages - Rec Park	199,080	195,200	0
Wages - Reg Park	110,259	107,200	0
Wages - Ashford Park	17,472	15,100	0
Wages - Meadow Vista Park	28,402	24,800	0
Wages - CV Comm Ctr	3,703	4,200	0
Wages - Railhead Park	8,588	8,100	0
Wages - CVCC	11,063	9,100	0
Wages - Overlook Park	9,917	10,200	0
Wages - Placer Hills Park	7,992	8,900	0
Wages - Pocket Parks	4,802	3,900	0
Wages- Mt. Vernon Park	1,069	1,100	0
Wages - Winchester Park	2,914	3,400	0
Wages - Atwood	7,595	6,400	0
Wages - Shockley	3,908	3,300	0
Wages - (Proj) - Watering Trees	680	200	0
Wages - (Proj) - MV Restruct Pathway	249	250	0
Wages - (Proj) - Ashford Path of Travel	556	650	0
Wages - (Proj) - Ashford ADA Playground	23	90	0
Wages - Uniform Allowance	1,775	2,000	0
	8,400	0	0
Wages - (Proj) - Other Projects	27,392	27,212	0
		0	0
	621,108	591,227	0

Actual 13-

14

13-14 budget

Prelim 14-15

ER -Taxes - F & G (7.65%)(12.65%)	58,728	53,510	0
Employment Expense - F & G	773	0	0
Fingerprinting Exp. - F & G	176	0	0
Benefits Expense - F & G	134,760	119,512	0
Employer Retirement Exp.	94,818	95,354	0
Worker's Comp.	49,731	45,085	0
Worker's Comp.(volunteers)	2,700	2,700	0
TOTAL BENEFITS & PAYROLL COSTS	341,686	316,161	0
TOTAL SALARIES, BENEFITS	962,794	907,388	0

Fixed Assets

Fixed Asset Purchases - F&G	78,580	61,459	0
Computer Purchases	1,079	4,000	0
TOTAL FIXED ASSETS	79,659	65,459	0

Lease Purchase Princ/Interest

Principal/COP - Regional Gym	115,000	110,000	0
Interest - COP Regional Gym	16,226	33,734	0
COP Admin Fee - Regional Gym	0	0	0
Lease Principal - Deere Mower	6,874	9,292	0
Interest - Deere Mower	2,353	1,916	0
TOTAL LEASE COSTS	140,453	154,942	0

Rent

Fairgrounds Lease	0	0	0
Bureau of Reclamation Lease	0	0	0
Rec Park Lease UPPR	1,550	0	0
Christian Valley Lease	1,800	0	0
TOTAL RENT	3,350	0	0

Capital improv projects

Rec Pk - ADA Signage	1,500	1,500	0
Rec Park kitchen floor	10,000		
Rec Pk - Lighting for Gym	0	0	0
Reg Pk - Replace Gutters on Gym	8,965	0	0
Rec Pk - Beggs Safety Netting	1,500	800	0
Ashford - Parking Lot Renovation	40,718	40,000	0
MV - Pathway Repairs	28,040	23,000	0
MV - Resurface/Stripe Pickle Ball Courts	0	0	0
MV - Pond Cleaning Project	0	0	0
Railhead - Playground	39,784	50,000	0
Railhead - Shade & Hardscape	79,962	80,000	0
Ashford - Path of Travel	31,306	31,500	0
Ashford - ADA Restroom Remodel	35,644	35,000	0
Ashford - ADA Playground	52,946	68,000	0
Ashford - Landscaping Project	6,779	0	0
Reg Pk - Walking Path (24 Acre Expansion)	235,000	235,000	0
Reg Pk - Multi Purp Field (24 Acre Expansion)	12,500	12,500	0
Ashford - Pond Cleaning Project	0	0	0
Total Cap Improvements (General Fund)	584,644	577,300	0

Martha Skinner/Sierra Pool Expansion Proj	4,359	35,000	0
	1,114	0	0

Other	81,048	0	0
Total Capital Improvements (Funded)	86,521	35,000	0

TOTAL CAP IMPROVEMENT	671,165	612,300	0
Equipment Reserve	50,000		
TOTAL EXPENDITURES	2,392,495	2,235,159	0

Total Revenues	913,002	907,975	0
Total Expenditures	2,392,495	2,235,159	0
Contingency Fund 1% of total exp	23,925	22,352	0
Restricted reserve for equip repl	0	0	0
Net Gain (Loss)	(1,503,418)	(1,349,536)	0

Recreation Revenues

Mid-Year Revision

Actual 13-14 13-14 budget Prelim 14-15

Passport to Health	0	0	0
Adult Softball	20,770	23,000	0
Adult Basketball	10,585	10,000	0
Sr. Sports	1,936	1,600	0
Adult Volleyball	2,976	2,400	0
Pickle Ball	4,092	3,600	0
Adult Classes	39,077	47,000	0
Adult Classes - Bureau	12,020	9,500	0
Youth Basketball	58,025	62,000	0
Pee Wee/Short Shots	1,210	1,500	0
T-Ball	1,635	1,000	0
Youth Classes	34,721	41,000	0
Youth Classes - Bureau	30	1,000	0
Pre School	31,120	25,000	0
Youth Camps	15,317	20,500	0
Youth Camps - Bureau	10,685	7,500	0
Youth Sports Camp	3,880	8,000	0
Youth Sports Camp - Bureau	2,703	500	0
Rec Equipment Rental	0	0	0
Special Events	11,115	6,000	0
Party in the Park	6,277	5,000	0
Auburn Community Festival	3,430	2,000	0

Total Program Revenues	271,604	278,100	0
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Misc. Revenue

Activity Guide-Advertising Rev.	1,995	6,000	0
Corporate Sponsorship	0	0	0

TOTAL MISC REVENUE	1,995	6,000	0
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Grants & Donations

Youth Assistance Fund - In Dist	6,103	10,500	0
Donations - Recreation	1,545	5,250	0
Passport Sponsorship	0		

TOTAL GRANTS & DONATN	7,648	15,750	0
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Total Revenues	281,247	299,850	0
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Expenditures

Program Expenditures	Actual 13-14	13-14 budget	Prelim 14-15
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Instructors - Adult Classes	26,605	33,300	0
Inst - A Classes - Bureau	5,285	1,700	0
Instructors - Youth Classes	21,231	28,750	0
Inst - Y Classes - Bureau	0	0	0
Instructors pre school	18,884	17,000	0

Officials - Adult Softball	8,342	8,500	0
Officials - Adult Basketball	3,674	4,000	0
Officials - Adult Volleyball	208	500	0
Officials - Youth Basketball	16,104	15,500	0
Officials - Youth Volleyball	0	0	0
Instructors- Youth Camp	9,235	16,000	0
Inst - Y Camp - Bureau	8,657	0	0
Instructors- Youth Sports Camp	300	2,500	0
Inst - Y Sports Camp - Bureau	0	0	0
Passport to Health Exp	0	0	0
Adult Softball Expense	3,706	2,000	0
Adult Basketball Expense	250	250	0
Adult Volleyball Expense	201	100	0
Pickle Ball/Tennis	1,473	1,500	0
Adult Class Expense	55	200	0
Youth Basketball Expense	12,308	10,000	0
Pee Wee/Short Shots	0	0	0
T-Ball	417	500	0
Youth Assistance Fund	9,897	10,000	0
Youth Class Expense	0	1,000	0
Youth Camp Expense	570	500	0
Special Events	8,897	10,000	0
Party in the Park	7,024	7,000	0
Auburn Community Festival Exp	0	2,000	0

TOTAL PROGRAM EXP. 163,323 172,800 0

Operating Expenditures

Advertising	0	0	0
Telephone	419	475	0
Office Supplies	711	350	0
Duplication Costs	0	0	0
Gas/Mileage	280	200	0
Dues & Subscriptions	379	500	0
Staff Appreciation	0	0	0
Company Celebrations	1,291	1,600	0
Staff Development	170	500	0
Safety Supplies	316	0	0
Small Rec Equipment	783	500	0
Activity Guide	22,531	27,000	0
Public relations/marketing	2,000	2,700	0

TOTAL OPERATING EXP 28,880 33,825 0

Salaries/Wages Expenditures

Actual 13-14 13-14 budget Prelim 14-15

Professional Services

Professional Services- Web page	500	2,000	0
Direct Mail Costs	0	1,000	0
Total Professional Services	500	3,000	0

Salaries/Wages Expenditures

Wages - Full Time	125,820	115,130	0
Wages - Part Time	1,196	1,822	0
Wages - Seasonal	339	1,656	0

Wages - Adult Softball	4,262	3,657	0
Wages - Adult Basketball	2,259	2,108	0
Wages - Adult Volleyball	0	0	0

Totals	133,876	124,373	0
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Benefits & Payroll Expenditures

ER -Taxes	10,617	10,799	0
Employment Expense	161	2,953	0
Fingerprinting Expense	84	148	0
Benefits Expense	18,885	18,008	0
Calpers Exp.	19,420	20,158	0
Worker's Comp	2,155	2,176	0
Work Comp volunteers	200	200	0

Totals	51,522	54,442	0
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Equipment & Fixed Assets

Fixed Assets - Recreation	0	0	0
Computer Purchases - Rec	0	2,500	0

Totals	0	2,500	0
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Total Expenditures	378,101	390,940	0
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Total Revenues	281,247	299,850	0
Total Expenditures	378,101	390,940	0
Contingency (1% of expenses)	3,781	3,909	0
Net Gain (Loss)	(100,635)	(94,999)	0

Youth Services 13-14 Budget Revenues

Mid-Year
Revision

Actual 13-14 13-14 budget Prelim 14-15

Auburn Elem DSC Revenue	50,689	52,300	0
Skyridge DSC Revenue	84,460	85,100	0
CIT Revenue	0	500	0
Rec Day Camp Rev (School & Summer)	99,345	96,700	0
Newcastle DSC Revenue	69,685	63,700	0
TOTAL	304,179	298,300	0

Rents & Concessions

Rock Creek Modular Rent	3,600	3,600	0
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Miscellaneous Revenue

	0	0	0
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Grant Revenue

	0	0	0
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Total Revenues

307,779 301,900 0

Program Expenditures

Actual 13-14 13-14 budget Prelim 14-15

Auburn Elem - Program Expense	1,973	2,250	0
Skyridge - Program Expense	2,650	2,750	0
CIT Program Expenses	0	0	0
Rec Day Camp - Program Exp (Sch. & Summer)	12,899	11,050	0
Newcastle - Program Expense	1,427	1,800	0
	18,949	17,850	0

Operations & Supplies

Telephone - Youth Services (Cell phones)	176	200	0
Office Supplies - Youth Services	148	500	0
Duplication Costs - Youth Services	150	300	0
Gas/Mileage Reimbursement Expense	61	150	0
Public Relations	0	1,000	0
Staff Appreciation - Youth Services	0	0	0
Staff Development - Youth Services	25	125	0
Small Equipment	0	100	0
Telephone- Auburn Elem	1,063	1,000	0
Telephone- Skyridge	404	450	0
Telephone & Elec. - Rec Day Camp Modular	1,957	2,450	0
Telephone - Newcastle	161	160	0
Professional Services	106	0	0
TOTAL	4,251	6,435	0

	Actual 13-14	13-14 budget	Prelim 14-15
Rep/Maint - Auburn Elem	644	750	0
Rep/Maint - Rock Creek	265	300	0
Rep/Maint - Skyridge	183	800	0
Rep/Maint - Rec Day Camp	2,166	2,950	0
Rep/Maint - Newcastle	0	100	0
TOTAL	3,258	4,900	0

	Actual 13-14	13-14 budget	Prelim 14-15
Salaries/Wages Expenses			
Wages - (Y.Serv) - Manager - Salary	55,719	53,721	0
Wages - (Y.Serv) - Aub Elem - PT	33,920	33,228	0
Wages - (Y.Serv) - Aub Elem Maint	132	1,000	0
Wages - (Y.Serv) - Skyridge - PT	33,253	32,470	0
Wages - (Y.Serv) - Skyridge Maint	161	1,000	0
Wages - (Y.Serv) - Rec Day Camp - PT	43,720	40,949	0

Wages - (Y.Serv) - Day Camp Maintenance	69	1,000	0
Wages- (Y.Serv) - Newcastle - PT	30,045	25,980	0
Wages - (Y.Serv) - Newcastle Maint	0	500	0
TOTAL WAGES	197,019	189,848	0

Benefits & Payroll Costs

ER Taxes (SS/MC/SUTA/ETT)	22,230	20,303	0
Employment Exp- Y.S.	38	400	0
Fingerprinting Exp - Y.S.	554	300	0
Benefits Expense - Y.S.	21,899	21,036	0
Employer Retirement Exp. YS	25,885	24,790	0
Worker's Compensation - Y.S.	3,260	2,922	0

TOTAL BENEFITS 73,866 69,751 0

Total Salaries & Benefits 270,885 259,599 0

Lease Purchase- Principal	Actual 13-14	13-14 budget	Prelim 14-15
	0	0	0

Lease Purchase- Interest	0	0	0
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Fixed Assets- Equipment	Actual 13-14	13-14 budget	Prelim 14-15
Fixed Asset Purchases	0	0	0
Fixed Asset Purchases (computer)	1,189	1,500	0
	1,189	1,500	0

Capital Improvement			
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Total Expenditures 298,532 290,284 0

Total Revenues	307,779	301,900	0
Total Expenditures	298,532	290,284	0
Contingency Reserve (1% of expens)	0	0	0
Net Gain (Loss)	9,247	11,616	0

**Resolution No. 2013-15
Before the Governing Board of the
Auburn Area Recreation and Park District
County of Placer, State of California**

ADOPTION OF MID YEAR REVISED BUDGET, GENERAL FUND

WHEREAS, hearings have been terminated, during which time all additions and deletions of the proposed mid-year revised budget for the Fiscal Year 2013-2014 were made and,

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 29089 of the Government Code, the Mid-Year revised Budget for the Fiscal Year 2013-2014 is hereby adopted in accordance with the following:

REVENUES

Park & Recreation Services Revenue		
Program Fees		701,137.00
Facility Rentals		200,966.00
Total Park & Rec. Services Revenue		902,103.00
Government Revenues		
Taxes, Governmental Revenue		2,490,178.00
Total Governmental Revenue		2,490,178.00
Other Revenue		
Interest Revenue		36,699.00
Misc. Revenue		23,879.00
Total Other Revenue		60,578.00
Donations		
Youth Assistance/Donations		14,153.00
Total Donation Revenue		14,153.00
TOTAL OPERATING REVENUES		3,467,012.00
Project Revenue		
Misc. Project Revenue		155,634.00
Grant Proceeds		-
Contributions/In kind Services Revenue		235,000.00
-		-
Total Project Revenue		390,634.00
Park Dedication Revenue		
City Park Dedication Revenue		109,641.00
County Park Dedication Revenue		183,300.00
Total Park Dedication Revenue		292,941.00
TOTAL PROJECT REVENUES		683,575.00
TOTAL REVENUES		4,150,587.00

EXPENDITURES

Program, Administrative and General Expenditures	
Program Expenditures	190,592.00
Operations & Supplies	278,794.00
Utilities Expense	200,122.00
Professional Expenses	40,967.00
Building & Grounds expense	238,878.00
Property Tax Admin. Fees	54,103.00
Election Cost	-
Wages & Benefits	2,097,970.00
Lease Purchase Principal	115,000.00
Lease Purchase Interest	16,226.00
Rents and other	12,577.00
Fixed Assets	111,187.00
Total Operating Expenditures	3,356,416.00
Capital Improvement Projects	
General Fund Capital Improvement Projects	433,002.00
Grant Projects	-
In-Kind & Other Contribution Projects	-
Total Project Expenditures	433,002.00
Park Dedication Capital Improvement Projects	
City Park Dedication Project Expenditures	109,641.00
County Park Dedication Project Expenditures	183,300.00
Total Park Ded. Project Expenditures	292,941.00
TOTAL EXPENDITURES	<u>4,082,359.00</u>
TOTAL REVENUE SURPLUS (DEFICIT)	68,228.00
TO EQUIPMENT RESERVE	50,000.00
OPERATING BUDGET BALANCE	18,228.00

BE IT FURTHER RESOLVED, that the Mid-Year Revised Budget is hereby adopted on this 30th day of October, 2013, in accordance with the listed attachments which show approved appropriations, revenues and methods of financing, appropriations subject to limitations attached hereto and by reference made a part hereof.

James Gray, Chairman
Board of Directors

Kahl Muscott
District Administrator

SECTION 13.0

ITEM: CORRESPONDENCE/COMMUNICATIONS AND INFORMATIONAL

1. Correspondence from Public Interest Coalition and response from Kahl Muscott.
2. Correspondence from Sierra Club – Placer Group and response from Kahl Muscott.



PUBLIC INTEREST COALITION



1

October 11, 2013

Board of Directors
Auburn Recreation District
123 Recreation Drive
Auburn, CA 95603

RE: Overlook Park Location – New/Proposed Bike Park

It's our understanding that the Auburn Recreation District (ARD) is considering the (Auburn Dam) Overlook Park as a possible location for a new bike park, aka, "Pump Track." We wish to express our strong opposition for any type of new use for Overlook Park when that use may exclude many other equally popular, healthy recreational activities or diminish their enjoyment.

ARD is dedicated to providing recreational opportunities to all ages in the district. However, it must not lose sight of the fact that "recreation" is a many-faceted activity and is not, or should not be, limited to activities that exclude others or serve a very small contingency of citizens. As an iconic location, Overlook Park currently allows for a wide variety of recreation which will be lost if a bike park is constructed. Passive recreational activities that will be prohibited or severely impeded include walking, jogging, yoga, Tai Chi, and/or mental relaxation with a remarkable views after a vigorous hike.

The natural beauty and awesome view of the Sierra Nevada provided at Overlook Park at the edge of an urban setting is rare in and of itself. Coupled with its ease of access, it provides mobility-challenged or handicapped people an unparalleled and uncommon opportunity for a magnificent, intimate visual experience. The noise, view destruction, access restrictions for pedestrians or those with mobility issues, as well as the loss of such a spectacular place, is simply unacceptable, unreasonable and inappropriate.

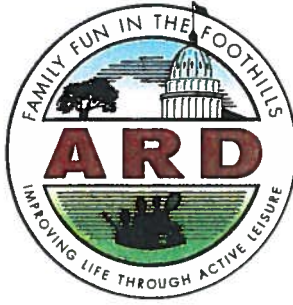
Riding a bike normally requires that eyes be kept on the trail. Thus, anyone riding on a "pump track" will have their eyes on the track and not looking at the view—a waste of a great resource that goes beyond the construction destruction.

The ARD should be looking at a more centrally located venue or at the very least, one that does not have the valuable amenities of Overlook Park which serve and satisfy so many other citizens. We urge the Board of Directors to take responsibility for preserving Overlook Park for the unusually valuable resource it currently is, and not ruin it by turning it into something that only a small portion of the district's citizens can utilize—especially when other suitable venues are available.

Sincerely,

Robert Jasper

Vice Chair



AUBURN AREA RECREATION AND PARK DISTRICT

October 22, 2013

Public Interest Coalition
P.O. Box 671
Loomis, CA 95650
Attn: Robert Jasper

Dear Robert,

Thank you for your letter dated October 11, 2013. I will ensure that the Auburn Area Recreation and Park District (ARD) Board of Directors receives a copy of the letter.

I am certain that the Board of Directors will consider your thoughts in any decisions that are made regarding the location for a Bike Park/Pump Track.

ARD is working hard to find a suitable location for this popular, healthy activity and we appreciate your comments.

The ARD Acquisition and Development Committee will continue to consider locations at their next meeting on Monday, November 4th. That meeting is scheduled to start at 4pm at the Canyon View Community Center (471 Maidu Dr., Auburn, 95603).

Please feel free to contact me with any questions. I can be reached at (530) 885-0611 ext. 102 or at kmuscott@auburnrec.com

Sincerely,

Kahl Muscott
District Administrator



PLACER GROUP
P.O. BOX 7167, AUBURN, CA 95604

October 12, 2013

[sent via fax and email]

Board of Directors
Auburn Recreation District
123 Recreation Drive
Auburn, CA 95603

Greetings:

Subj: Proposed "Pump Track" and Overlook Park Location

The Sierra Club fully supports the Auburn Recreation District's (ARD) efforts to provide recreational and educational activities for all age groups. Our members greatly appreciate both facilities and events and agree that ARD Parks do indeed "make life better."

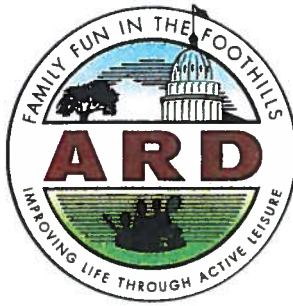
We have recently received communication both supporting a new Bike Park concept but also expressing grave concerns over what may be a proposal to convert the Auburn Dam Overlook Park location into a Bike Park or "Pump Track."

The Overlook Park has great importance both as a visual resource and a unique historical perspective of the issues surrounding the construction of the Auburn Dam. Additionally, there may be significant environmental impacts created with any type of construction at this sensitive location—tree removal, wildlife disturbance, run off/erosion into the canyon, traffic, noise, and others.

For many reasons, we urge the ARD to consider other, more appropriate locations (which we would gladly support) for a new bike park or pump track than the Overlook Park location. However, if Overlook Park is to be considered as a possible location, we believe a full CEQA review would be called for—to conduct studies of all the impacts, inform the public of the findings, and accept comments on the project before making any final decisions.

Thank you for considering our views,

Marilyn Jasper, Chair



AUBURN AREA RECREATION AND PARK DISTRICT

October 18, 2013

Sierra Club Placer Group
P.O. Box 7167
Auburn, CA 95604
Attn: Marilyn Jasper, Chair

Dear Marilyn,

Thank you for your letter dated October 12, 2013. I will ensure that the Auburn Area Recreation and Park District (ARD) Board of Directors receives a copy of the letter.

I am certain that the Board of Directors will consider your thoughts in any decisions that are made regarding the location for a Bike Park/Pump Track.

ARD will also ensure that the proper CEQA review be completed for any Bike Park/Pump Track location that is selected.

The ARD Acquisition and Development Committee will be considering possible locations for the Bike Park/Pump Track at the October 21st Committee meeting. That meeting is scheduled to start at 4pm at the Canyon View Community Center (471 Maidu Dr., Auburn, 95603).

Please feel free to contact me with any questions. I can be reached at (530) 885-0611 ext. 102 or at kmuscott@auburnrec.com

Sincerely,

Kahl Muscott
District Administrator

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Auburn Journal

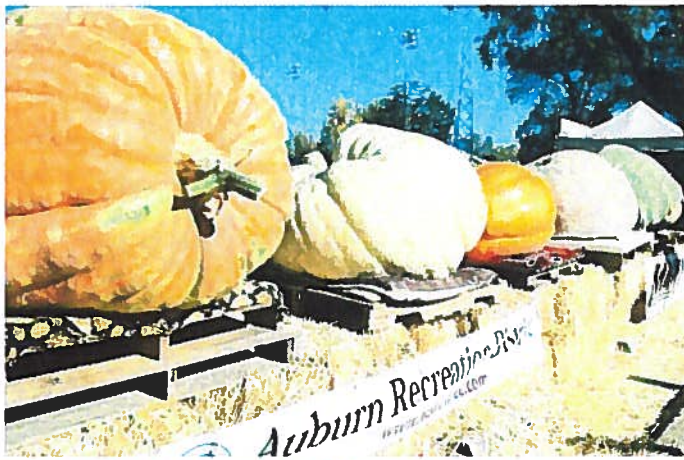
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NEWS SPORTS LIVING OPINION MULTIMEDIA CALENDAR OBITUARIES CLASSIFIEDS

Saturday Oct 19 2013 | 1 comments

Auburn Community Festival

By: Michael Kirby, Freelance Photographer



The annual Auburn Community Festival had perfect weather for a fall harvest event Saturday. A giant pumpkin contest, scarecrow contest, and a costume contest and parade highlighted the event. Live music, food and information vendors were also included at the Auburn Recreation District park in downtown Auburn.

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NEWS SPORTS LIVING OPINION MULTIMEDIA CALENDAR OBITUARIES CLASSIFIEDS

Saturday Sep 28 2013 | 7 comments

The Great Auburn Obstacle Scramble

By: Michael Kirby, Freelance Photographer



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Saturday at the Regional Park in North Auburn the Auburn Recreation District sponsored their second Great Auburn Obstacle Scramble. The popular event attracted over 160 entrants from children to seniors. The 2.3 mile fun course designed with 15 obstacles ran throughout the park. Some of the obstacles participants had to navigate were to crawl over and under pipes, climb walls, run through a sand pit, run through tires, swim a mud pit, crawl through a 20 foot culvert pipe filled with pumpkin pieces and shoot a bow and arrow. The course included 15

obstacles. "We definitely want to make this an annual event," Manouch Shirvanioun, with ARD. "The event is not just for kids."

Keywords:
obstacle ARD Regional Park

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Bike track opponents, backers go 'round and 'round

Rec board hearing focuses on merits of Overlook Park for site

BY AMY LOBENBERG
JOURNAL STAFF WRITER

The Auburn Area Recreation and Park District (ARD) Board of Directors has been seeking public input since early September on the proposed construction of a pump track at one of the district parks. Thursday's board meeting had no shortage

of individuals both for and against the building of the track and its proposed location.

According to Diana Boyer, coordinator of Auburn Bike Park Committee, the bike park could be open as early as next summer, thanks in large part to proceeds raised by the bike park effort, which now totals about \$21,000.

With the permission of the U.S. Bureau of Reclamation,

"What we in the neighborhood are opposing here is not the pump track, but the noise that comes up the canyon from the skate park."

Steve Cavolt

which owns the land, ARD officials are considering Overlook

Park for the track location. Overlook Park already contains a skate park, which has caused some controversy over noise complaints, despite the district's construction of a sound wall.

At Thursday's board meeting, several opponents of the pump track who live in the Gold Run neighborhood cited concerns such as noise pollution, fire hazard and nighttime crime.

"What we in the neighborhood are opposing here is not the pump track, but the noise that comes up the canyon from the skate park," Steve Cavolt said. "It's very obnoxious most of the time. None of us oppose the idea of the pump track; what we oppose is the location. Auburn Police Department does not have the manpower to regulate the skate park, so no

• SEE TRACK PAGE A6

TRACK: Supporters say riders will be children

continued from A1

one is there to enforce the rules and regulations."

"The Police Department doesn't come out," Diane Peters said. "They rarely can. When they put in the skate park, it was for kids to play, and now there's 20-somethings doing drug deals, playing loud music and swearing. We also have to worry about fire damage. If a fire starts there, my house is gone."

Proponents of the pump track contended that the track would attract a different age group (young children) and demographic, which might improve the overall quality of the park.

"In the canyon, with the hills, sound amplifies," said Diane Boyer, coordinator of Auburn Bike Park Community. "I'm sympathetic to that,

but our bike park users are usually not smoking or riding with a boom box.... They usually ride their bikes to the park. You are giving access to kids who may not have access to a vehicle. We have looked at other locations and they are too dangerous for kids to get there. Auburn is a biking community and we really need a facility to represent that."

Some who spoke Thursday said adults who would accompany their kids to the pump track would also discourage misbehavior by older youths.

"If I'm there with my kid and I hear swearing, I know I will step up and say something," Tom Sisson said. "We as parents are going to be there supervising. For us not to have a place for our kids to go is awful. They need a place to get on their

bikes and go ride."

The ARD board members pointed out that nothing has been finalized regarding the pump track which, according to District Administrator Kahl Muscott, is still in preliminary stages.

"The pump track is a discussion item, not an action item," board member Jim Gray noted. "Tonight is just a discussion, and we are all ears."

Several board members also mentioned that, no matter what, something would have to be built on the land for recreational purposes.

"Almost anything that gets put in there would have to be some sort of recreational facility," board member Curtis Smith said. "So you have to think of that."

Reach Amy Lobenberg at amy@goldcountrymedia.com

Auburn Journal
9-27-13