

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

6:00 P.M.

**THURSDAY, AUGUST 28, 2014
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

Smith _____ Holbrook _____ Gray _____ Ainsleigh _____ Ferris _____

2.0 INTRODUCTIONS, PRESENTATIONS AND ANNOUNCEMENTS

None.

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 July 31, 2014 Board of Directors Meeting**

Review and approval of minutes.

_____ **5.2 Review of Cash Requirements for July, 2014 (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 July, 2014 (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 Resolution Number 2014-20, Resolution of the Governing Board of Directors of the Auburn Area Recreation & Park District Approving the Transfer of \$14,506.39 from the City Mitigation Fund to the General Fund for the ADA Compliant Restroom Remodel at Ashford Park**

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

_____ **5.5 Facilities & Grounds Turf & Landscape Coordinator Job Description (Program, Personnel, Policy, Fee & Legal Review Committee)**

Shall the Auburn Area Recreation & Park District Board of Directors approve the job description for the Facilities & Grounds Turf & Landscape Coordinator?

Motion by _____ second by _____ to _____

Smith _____ Holbrook _____ Gray _____ Ainsleigh _____ Ferris _____

Roll Call Vote

6.0 ADMINISTRATOR'S AND DEPARTMENTAL REPORTS

Please see reports, fee waiver log, project list and vandalism report under item 6.0.

7.0 UNFINISHED BUSINESS

None.

8.0 NEW BUSINESS

_____ **8.1 Election of Temporary Vice Chairman of the Auburn Area Recreation & Park District Board of Directors**

Recommendation: Elect temporary Vice Chairman. Each member has the right to nominate another member. No second is required for a nomination. Please see attachment for correct procedural information.

Motion by _____ second by _____ to _____

Smith _____ Holbrook _____ Gray _____ Ainsleigh _____ Ferris _____

Roll Call Vote

_____ **8.2 MOU with the Bike Park Group (Program, Personnel, Policy, Fee & Legal Review Committee)**

Shall the Auburn Area Recreation & Park District Board of Directors approve an MOU with the Auburn Trails Alliance, representing the interests of the Auburn Bike Park?

Motion by _____ second by _____ to _____

Smith _____ Holbrook _____ Gray _____ Ainsleigh _____ Ferris _____

_____ **8.3 Operation & Development Plan – Vision for USBR Properties (Acquisition & Development Committee)**

Shall the Auburn Area Recreation & Park District Board of Directors review and approve the Operation & Development Plan?

Motion by _____ second by _____ to _____

Smith _____ Holbrook _____ Gray _____ Ainsleigh _____ Ferris _____

_____ **8.4 ARD Personnel Policy Manual Update (Program, Personnel, Policy, Fee & Legal Review Committee)**

Shall the Auburn Area Recreation & Park District Board of Directors approve the ARD Personnel Policy update?

Motion by _____ second by _____ to _____

Smith _____ Holbrook _____ Gray _____ Ainsleigh _____ Ferris _____

Roll Call Vote

_____ **8.5 Resolution Number 2014-21 – Changes to Conflict of Interest Policy (Program, Personnel, Policy, Fee & Legal Review Committee)**

Shall the Auburn Area Recreation and Park District Board of Directors adopt Resolution Number 2014-21, updating and amending its Conflict of Interest Code?

Motion by _____ second by _____ to _____

Smith _____ Holbrook _____ Gray _____ Ainsleigh _____ Ferris _____

Roll Call Vote

_____ **9.0 ITEMS FOR DISCUSSION AND INFORMATIONAL ITEMS**

1. DRAFT Bell Road Conservation Easement (Acquisition & Development Committee, see attachment).

_____ **10.0 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.

_____ **11.0 CORRESPONDENCE/COMMUNICATIONS AND INFORMATIONAL**

None.

- _____ **12.0 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.

_____ 13.0 **CLOSED SESSION**

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

Title: District Administrator

_____ 14.0 **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:

8-22-14
Date

1:10 p.m.
Time

P. Larson
Clerk to the Board

SECTION: 5.0

**ITEM: 5.1 REVIEW AND APPROVAL OF MINUTES OF THE
JULY 31, 2014 BOARD OF DIRECTORS MEETING**

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, July 31, 2014, 6:00 p.m.
Canyon View Community Center
471 Maidu Drive
Auburn, CA**

Board Members

Present: Vice Chairman Scott Holbrook
Director Jim Gray
Director Jim Ferris
Director Gordon Ainsleigh

Board Members

Absent: Director Curt Smith

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
Debbie Thomas, Youth 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 6:01 p.m. by Vice Chairman Holbrook.

2.0 INTRODUCTIONS, PRESENTATIONS AND ANNOUNCEMENTS

A presentation was made from Janine Steinheimer to the Board of Directors thanking ARD for Placer High Grad Night, 2014.

Leonard Willis was volunteer of the month for July, 2014. He was unable to attend the meeting.

3.0 AGENDA REVIEW, CHANGES AND APPROVAL

A motion was made by Director Gray and seconded by Director Ferris to approve the agenda.

3 – 0 Motion carries. Director Smith was absent, Director Ainsleigh arrived late.

4.0 PUBLIC COMMENT

None.

5.0 CONSENT ITEMS

- 5.1 Review and Approval of Minutes of the June 26, 2014 Special Meeting of the Board of Directors, June 26, 2014 Regular Meeting of the Board of Directors, and July 14, 2014 Special Meeting of the Board of Directors**
- 5.2 Review of Cash Requirements for June, 2014 (Standing Finance Committee)**
- 5.3 Review of Financials for June, 2014 (Standing Finance Committee)**
- 5.4 Fee Waiver Request from the American Association of University Women for the Trivia Bee (Standing Finance Committee)**

A motion was made by Director Gray and seconded by Director Ferris to approve the consent calendar.

Roll Call Vote

3 – 0 Motion carries. Director Smith was absent, Director Ainsleigh arrived late.

6.0 ADMINISTRATOR’S AND DEPARTMENTAL REPORTS

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

7.0 UNFINISHED BUSINESS

- 7.1 None.**

8.0 NEW BUSINESS

- 8.1 Audit for Fiscal Year 2013 – 2014 (Standing Finance Committee)**

Craig Fechter, CPA presented the audit for fiscal year 2013 – 2014 to the Board of Directors.

A motion was made by Director Gray and seconded by Director Ferris to approve the audit for fiscal year 2013 - 2014.

Roll Call Vote

3 – 0 Motion carries. Director Smith was absent, Director Ainsleigh arrived late.

Director Ainsleigh arrived at 6:25 p.m.

8.2 New Pickle Ball Courts at Regional Park (Acquisition & Development Committee)

Public Comment

Elinor Petruskey, Newcastle, California gave public comment in support of what a huge health benefit pickle ball is for all ages. She would like the Board to approve two courts.

John Miller, 13620 Lincoln Way, Auburn, California gave public comment regarding ARD looking at the Lincoln Hills pickle ball courts.

Barbara Fralich, an Auburn resident gave public comment that she has been playing pickle ball for a year and loves it. The sport will now be taught to students at the school where she is a teacher.

Sheryl Petersen, ARD's recreation services manager gave public comment that ARD has been holding pickle ball tournaments for four years now. Pickle ball is growing. Tennis classes are on the decline and tennis teachers are now teaching pickle ball.

A resident gave public comment in support of pickle ball. The sport is big nationwide.

A motion was made by Director Holbrook and seconded by Director Ainsleigh to convert one of the tennis courts at Regional Park into four pickle ball courts.

4 – 0 Motion carries.

A recess was taken at 6:49 p.m., the meeting re-convened at 6:54 p.m.

8.3 Resolution Number 2014-19; Irrevocable Offer of Dedication to Placer County (Acquisition & Development Committee)

A motion was made by Director Ainsleigh and seconded by Director Ferris to adopt Resolution Number 2014-19; Irrevocable Offer of Dedication to Placer County as it Relates to the Timberline at Auburn Conditions of Approval.

Roll Call Vote

4 – 0 Motion carries.

8.4 Amending 2014/2015 Project List (Acquisition & Development Committee)

A motion was made by Director Ferris and seconded by Director Holbrook to approve the 2014 - 2015 Project List as amended.

Roll Call Vote

2 – 2 – 0 - two yes votes, two no votes, motion did not pass.

A motion was made by Director Ainsleigh and seconded by Director Gray to approve the Acquisition & Development Committee’s recommendation to amend the 2014 – 2015 Project List as listed on the attached cover sheet.

Roll Call Vote

4 – 0 Motion carries.

8.5 ARD Job Descriptions – Modifications to Pay (Program, Personnel, Policy, Fee & Legal Review Committee)

A motion was made by Director Ainsleigh and seconded by Director Ferris to approve the ARD job descriptions – modification to pay.

Roll Call Vote

4 – 0 Motion carries.

8.6 District Administrator’s Contract Amendment – Salary (Program, Personnel, Policy, Fee & Legal Review Committee)

A motion was made by Director Ainsleigh and seconded by Director Ferris to approve the District Administrator’s contract amendment – salary.

Roll Call Vote

4 – 0 Motion carries.

9.0 ITEMS FOR DISCUSSION AND INFORMATIONAL ITEMS

1. Updated conceptual design for the bike park – information was reviewed.
2. Bell Road Project overview letter – information was reviewed.

10.0 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.

District Administrator Kahl Muscott read a statement from Director Curt Smith. Director Smith will be on a leave of absence from the ARD Board of Directors for approximately 100 days. Director Holbrook will preside as Chairman during this time and Director Ainsleigh was appointed to the Acquisition & Development Committee during Director Smith's absence.

The Board will decide upon who will act as Vice Chairman at the August, 2014 Board of Directors meeting.

11.0 CORRESPONDENCE/COMMUNICATIONS AND INFORMATIONAL

Correspondence was attached.

12.0 PUBLIC COMMENT

None.

13.0 CLOSED SESSION – Closed Session was cancelled.

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

Title: District Administrator

ADJOURNMENT - As there was no further business, the meeting was adjourned at 7:51 p.m. by Vice Chairman Holbrook.

Board Secretary

Date

SECTION: 5.0

**ITEM: 5.2 REVIEW OF CASH REQUIREMENTS FOR
JULY, 2014**

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: \$197,848.22

Ranges: From: To: From: To:
 Check Number First Last Check Date 7/1/2014 7/31/2014
 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
57432	F0004	Court-Ordered Debt Collections	7/3/2014	UMPQ	PMCHK00002150	\$83.62
57433	S0016	Sam's Club	7/3/2014	UMPQ	PMCHK00002150	\$833.21
57434	S1007	Stationary Engineers, Local 39	7/3/2014	UMPQ	PMCHK00002150	\$240.30
57435	S1010	State Disbursement Unit	7/3/2014	UMPQ	PMCHK00002150	\$87.50
57436	1099-104	Thomas Seibel	7/11/2014	UMPQ	PMCHK00002151	\$32.50
57437	1099-147	Tom Isaac	7/11/2014	UMPQ	PMCHK00002151	\$380.25
57439	1099-203	Susan Thomas	7/11/2014	UMPQ	PMCHK00002151	\$464.10
57440	1099-216	Gerald Harris	7/11/2014	UMPQ	PMCHK00002151	\$195.00
57441	1099-218	Auburn Gymnastics Center	7/11/2014	UMPQ	PMCHK00002151	\$425.75
57442	1099-243	Phillip Dallas	7/11/2014	UMPQ	PMCHK00002151	\$357.50
57443	1099-252	Donna Lisa Otto	7/11/2014	UMPQ	PMCHK00002151	\$520.00
57444	1099-254	Ralph Kendrick	7/11/2014	UMPQ	PMCHK00002151	\$462.00
57445	1099-264	Philip Green	7/11/2014	UMPQ	PMCHK00002151	\$1,053.00
57446	1099-269	Deborah Lynn	7/11/2014	UMPQ	PMCHK00002151	\$117.00
57447	1099-278	Daniella Zimmerman	7/11/2014	UMPQ	PMCHK00002151	\$466.05
57448	1099-287	National Academy of Athletics	7/11/2014	UMPQ	PMCHK00002151	\$1,725.50
57449	1099-291	Isaac Humber	7/11/2014	UMPQ	PMCHK00002151	\$156.00
57450	1099-42	Guadalupe Cook	7/11/2014	UMPQ	PMCHK00002151	\$146.25
57452	A0001	Recology Auburn Placer	7/11/2014	UMPQ	PMCHK00002151	\$1,954.95
57453	A0014	AT&T	7/11/2014	UMPQ	PMCHK00002151	\$780.05
57454	A0143	Advent Technologies, Inc	7/11/2014	UMPQ	PMCHK00002151	\$150.00
57455	C0002	CARPD	7/11/2014	UMPQ	PMCHK00002151	\$2,500.00
57456	C0004	CAPRI	7/11/2014	UMPQ	PMCHK00002151	\$24,588.00
57457	C0051	CPRS	7/11/2014	UMPQ	PMCHK00002151	\$170.00
57458	C0061	California Computer Services	7/11/2014	UMPQ	PMCHK00002151	\$364.68
57459	C0072	CIT Technology Fin. Serv., Inc	7/11/2014	UMPQ	PMCHK00002151	\$532.13
57460	C0075	Cintas Corporation	7/11/2014	UMPQ	PMCHK00002151	\$307.76
57461	C0104	Campora Propane Service	7/11/2014	UMPQ	PMCHK00002151	\$59.37
57462	C0111	CENTRAL VALLEY BROADBAND	7/11/2014	UMPQ	PMCHK00002151	\$59.95
57463	D0025	Dawson Oil Company	7/11/2014	UMPQ	PMCHK00002151	\$2,991.72
57464	D0066	De Lage Landen	7/11/2014	UMPQ	PMCHK00002151	\$562.12
57465	G0003	Gold Country Fair	7/11/2014	UMPQ	PMCHK00002151	\$200.00
57466	G0006	Gold Country Media Publication	7/11/2014	UMPQ	PMCHK00002151	\$48.00
57467	G0077	Gold Country Water	7/11/2014	UMPQ	PMCHK00002151	\$142.50
57468	J0012	Deere Credit, Inc.	7/11/2014	UMPQ	PMCHK00002151	\$990.63
57469	K0011	Kaiser Foundation Health Plan,	7/11/2014	UMPQ	PMCHK00002151	\$20,162.00
57470	K0019	Kronick, Moskovitz, Tiedemann	7/11/2014	UMPQ	PMCHK00002151	\$875.00
57471	L0016	Loomis Union School District	7/11/2014	UMPQ	PMCHK00002151	\$9,952.50
57472	L0023	Vincent Garcia Lopez	7/11/2014	UMPQ	PMCHK00002151	\$23.50
57473	L0027	Pat Larson	7/11/2014	UMPQ	PMCHK00002151	\$34.48
57474	M0019	Kahl Muscott	7/11/2014	UMPQ	PMCHK00002151	\$99.37
57475	M0048	Joanna McNutt	7/11/2014	UMPQ	PMCHK00002151	\$25.00
57476	M0071	Mission Protection Systems Inc	7/11/2014	UMPQ	PMCHK00002151	\$189.00
57477	M0072	Mountain West Construction Ser	7/11/2014	UMPQ	PMCHK00002151	\$2,690.49
57478	M0098	Meadow Vista County Water Dist	7/11/2014	UMPQ	PMCHK00002151	\$935.88
57479	P0005	Placer County Water Agency	7/11/2014	UMPQ	PMCHK00002151	\$1,785.61
57480	P0007	Pacific Gas & Electric Company	7/11/2014	UMPQ	PMCHK00002151	\$579.38
57481	P0043	Placer County Sheriff's Office	7/11/2014	UMPQ	PMCHK00002151	\$499.35
57482	P0058	Pitney Bowes Credit Corporatio	7/11/2014	UMPQ	PMCHK00002151	\$135.99
57483	P0101	Local Agency Formation Comissi	7/11/2014	UMPQ	PMCHK00002151	\$2,106.80
57484	RO017	Ridge Golf Course, Inc.	7/11/2014	UMPQ	PMCHK00002151	\$956.25
57485	S0034	Sierra Chemical Co.	7/11/2014	UMPQ	PMCHK00002151	\$1,433.64
57486	S1000	State Of California/DOJ	7/11/2014	UMPQ	PMCHK00002151	\$64.00
57487	S1003	Sutter Medical Foundation	7/11/2014	UMPQ	PMCHK00002151	\$450.00
57488	TO058	TELEPACIFIC COMMUNICATIONS	7/11/2014	UMPQ	PMCHK00002151	\$682.33
57489	T1000	Transamerica Life Insurance	7/11/2014	UMPQ	PMCHK00002151	\$340.00
57490	TEMPC	Julie Collier	7/11/2014	UMPQ	PMCHK00002151	\$45.00
57491	TEMPG	Anton Grassmann	7/11/2014	UMPQ	PMCHK00002151	\$65.00
57492	TEMPM	Teresa Masnaghetti	7/11/2014	UMPQ	PMCHK00002151	\$5.00
57493	TEMPR	Elizabeth Russo	7/11/2014	UMPQ	PMCHK00002151	\$20.00
57494	U0028	U.S. Bank Equipment Finance	7/11/2014	UMPQ	PMCHK00002151	\$383.82
57495	V0007	Verizon Wireless	7/11/2014	UMPQ	PMCHK00002151	\$255.28
57496	V0013	Pam Vann	7/11/2014	UMPQ	PMCHK00002151	\$48.95
57497	W0042	Live Oak Waldorf School	7/11/2014	UMPQ	PMCHK00002151	\$2,380.00
57498	U0019	US Bank	7/11/2014	UMPQ	PMCHK00002151	\$22,045.36
57499	1099-193	Celena Polena	7/11/2014	UMPQ	PMCHK00002152	\$286.00
57500	1099-49	Paula Duffy	7/11/2014	UMPQ	PMCHK00002152	\$1,27

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
10967	F0004	Court-Ordered Debt Collections	7/18/2014	UMPQ	PMCHK00002153	\$84.00
10968	S1007	Stationary Engineers, Local 39	7/18/2014	UMPQ	PMCHK00002153	\$240.30
10969	S1010	State Disbursement Unit	7/18/2014	UMPQ	PMCHK00002153	\$87.50
10970	TEPMC	Larry Cohen	7/18/2014	UMPQ	PMCHK00002153	\$130.00
10971	TEMPM	Amanda Manning	7/18/2014	UMPQ	PMCHK00002153	\$232.00
11018	P0021	Petty Cash	7/24/2014	UMPQ	PMCHK00002155	\$50.00
REMIT000000000000019	T0060	True Value	7/24/2014	UMPQ	PMCHK00002155	\$0.00
10972	1099-117	Juan Aceituno	7/25/2014	UMPQ	PMCHK00002154	\$357.50
10973	1099-218	Auburn Gymnastics Center	7/25/2014	UMPQ	PMCHK00002154	\$789.75
10974	1099-247	Clifford Johnson	7/25/2014	UMPQ	PMCHK00002154	\$39.00
10975	1099-256	Annette Cowan	7/25/2014	UMPQ	PMCHK00002154	\$812.50
10976	1099-277	Foothill Karake Do	7/25/2014	UMPQ	PMCHK00002154	\$136.50
10977	1099-287	National Academy of Athletics	7/25/2014	UMPQ	PMCHK00002154	\$913.50
10978	1099-49	Paula Duffy	7/25/2014	UMPQ	PMCHK00002154	\$1,579.50
10979	1099-5	Daniel Crandall DBA:Current A	7/25/2014	UMPQ	PMCHK00002154	\$144.90
10980	1099-50	Scott Holbrook	7/25/2014	UMPQ	PMCHK00002154	\$18.61
10981	1099-53	Patricia Waskowiak	7/25/2014	UMPQ	PMCHK00002154	\$30.30
10983	C0004	CAPRI	7/25/2014	UMPQ	PMCHK00002154	\$34,613.00
10984	C0061	California Computer Services	7/25/2014	UMPQ	PMCHK00002154	\$905.00
10985	C0075	Cintas Corporation	7/25/2014	UMPQ	PMCHK00002154	\$33.14
10986	C0111	CENTRAL VALLEY BROADBAND	7/25/2014	UMPQ	PMCHK00002154	\$259.90
10987	C0113	Cooks Portable Toilets & Septi	7/25/2014	UMPQ	PMCHK00002154	\$900.00
10988	D0062	Durham School Services	7/25/2014	UMPQ	PMCHK00002154	\$398.90
10989	D0066	De Lage Landen	7/25/2014	UMPQ	PMCHK00002154	\$562.12
10990	F0032	Fechter & Company, CPAs	7/25/2014	UMPQ	PMCHK00002154	\$1,004.00
10991	G0006	Gold Country Media Publication	7/25/2014	UMPQ	PMCHK00002154	\$150.00
10992	G0027	Giuliani & Kull, Inc.	7/25/2014	UMPQ	PMCHK00002154	\$1,750.00
10993	G0077	Gold Country Water	7/25/2014	UMPQ	PMCHK00002154	\$113.50
10994	M0039	Meadow Vista Water Users Assoc	7/25/2014	UMPQ	PMCHK00002154	\$500.00
10995	M0072	Mountain West Construction Ser	7/25/2014	UMPQ	PMCHK00002154	\$7,957.43
10996	M0099	George Eric Menig DBA Menig We	7/25/2014	UMPQ	PMCHK00002154	\$4,800.00
10997	P0007	Pacific Gas & Electric Company	7/25/2014	UMPQ	PMCHK00002154	\$14,924.05
10998	P0023	PG&E	7/25/2014	UMPQ	PMCHK00002154	\$117.34
10999	P0029	Placer County Environmental He	7/25/2014	UMPQ	PMCHK00002154	\$84.00
11000	P0058	Pitney Bowes Credit Corporatio	7/25/2014	UMPQ	PMCHK00002154	\$85.30
11001	P0083	Placer County Resource Conserv	7/25/2014	UMPQ	PMCHK00002154	\$1,300.00
11002	P1001	Principal Life Insurance Co-Gr	7/25/2014	UMPQ	PMCHK00002154	\$2,439.09
11003	R0066	Michael A. Willis	7/25/2014	UMPQ	PMCHK00002154	\$250.00
11004	S0094	Manouch Shirvanioun	7/25/2014	UMPQ	PMCHK00002154	\$107.75
11005	S0110	Sierra Sports Service	7/25/2014	UMPQ	PMCHK00002154	\$572.00
11006	T1000	Transamerica Life Insurance	7/25/2014	UMPQ	PMCHK00002154	\$380.00
11007	TEMPB	Justin Barnthouse	7/25/2014	UMPQ	PMCHK00002154	\$200.00
11008	TEPMC	Jonathon Crane	7/25/2014	UMPQ	PMCHK00002154	\$55.00
11009	TEMPD	Leleh Dunkle	7/25/2014	UMPQ	PMCHK00002154	\$145.00
11010	TEMPH	Greg Harvey	7/25/2014	UMPQ	PMCHK00002154	\$60.00
11011	TEMPL	Ulrike Lapkass	7/25/2014	UMPQ	PMCHK00002154	\$145.00
11012	TEMPM	Brittany Mann	7/25/2014	UMPQ	PMCHK00002154	\$159.00
11013	TEMPO	Annemarie Olsen	7/25/2014	UMPQ	PMCHK00002154	\$145.00
11014	TEMPS	Debra Smith	7/25/2014	UMPQ	PMCHK00002154	\$220.00
11015	TEMPT	Teresa Thorman	7/25/2014	UMPQ	PMCHK00002154	\$390.00
11016	TEMPW	Valerie Wolfe	7/25/2014	UMPQ	PMCHK00002154	\$195.00
11017	X0002	P&G	7/25/2014	UMPQ	PMCHK00002154	\$311.00
11019	A0017	Airgas	7/25/2014	UMPQ	PMCHK00002156	\$137.04
11020	A0017	Airgas	7/25/2014	UMPQ	PMCHK00002157	\$461.33
11021	T0060	True Value	7/25/2014	UMPQ	PMCHK00002159	\$55.35
REMIT000000000000020	T0060	True Value	7/25/2014	UMPQ	PMCHK00002157	\$0.00
011026	P0029	Placer County Environmental He	7/31/2014	UMPQ	PMCHK00002161	\$344.00

Total Checks: 124

Total Amount of Checks: \$197,848.22

SECTION: 5.0

ITEM: 5.3 REVIEW OF FINANCIALS FOR JULY 2014

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					
<i>14/15 Approved Budget</i>					
	Approved Budget FY 14-15	% Of Total	July ACTUALS		YTD ACTUALS
Operating Revenues					
Program Revenue	\$ 759,000	18%	\$ 82,246	41%	382,144
Facility Revenue	\$ 140,859	3%	\$ 18,167	9%	93,646
Misc. Revenue	\$ 44,200	1%	\$ 697	0%	13,311
Grants & Donations	\$ 50,750	1%	\$ 14,414	7%	18,935
Interest Income	\$ 35,800	1%	\$ 3,852	2%	13,344
Projects Revenue	\$ 330,900	8%		0%	-
Tax Revenue	\$ 2,495,095	60%	\$ 80,924	40%	1,084,476
In Kind	\$ -	0%	\$ -	0%	
Transf in from Cap Const & City Trust	\$ 314,446		-	0%	
Total Operating Revenue	\$ 4,171,050	100.00	200,300	100.0	1,605,856
Expenditures					
Program Expense	\$ 202,000	5%	\$ 38,951	9%	79,821
Operating & Supplies	\$ 313,835	8%	\$ 29,806	7%	102,767
Utilities Expense	\$ 219,567	5%	\$ 13,935	3%	29,708
Professional Services	\$ 24,850	1%	\$ 4,154	1%	21,341
Building & Grounds Maintenance	\$ 234,150	6%	\$ 26,558	6%	49,006
Property Tax Admin.	\$ 85,000	2%	\$ 2,107	0%	2,107
Wages	\$ 1,564,135	38%	\$ 139,916	31%	421,338
Benefits & Payroll Costs	\$ 718,212	17%	\$ 60,018	13%	223,814
Fixed Asset Expense	\$ 48,900	1%	\$ 2,367	1%	9,288
Capital Improvement Projects	\$ 685,346	16%	\$ 14,856	3%	75,466
Debt Services	\$ 15,430	0%	\$ 119,009	26%	7,263
Special Dept Expenses (equip res.)	\$ 55,000	1%	\$ -	0%	
Project Expenditures	\$ -	0%	\$ -	0%	
Misc Expense		0%		0%	
Total Expenditures	\$ 4,166,425	100.00	\$ 451,677	100%	\$ 1,021,919
Net Revenue Over Expenditures	\$ 4,625	0.11	(\$251,377)		\$583,937
Annual Contingency Reserve (1-2%)	\$ 444,950		\$ 444,950		\$ 444,950
Annual Equip Replacement Reserve	\$ 608,531		\$ 608,531		\$ 608,531
Future Capital Construction Reserve	\$ 602,643		\$ 602,643		\$ 602,643
ADA Reserve	\$ 50,032		\$ 50,032		\$ 50,032
TOTAL RESERVES	\$ 1,706,156		\$ 1,706,156		\$ 1,706,156

As Of 7/31/2014
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	237,529.90
Placer County Treasure-General	2,778,517.27
ADA Reserve Account	50,031.75
Cell Tower Reserves	348,657.50
Placer County Treasurer - City Trust	247,890.17
Youth Asst. Fund	9,955.29
Atwood Fund	4,180.55
Atwood - Equip Replacement Fund	15,603.66
Arboretum Grant Fund	13,474.41
Bike Park Fund	(2,236.09)
Shockley Maint Fund	11,361.06
Accounts Receivable	20,288.98
A/R - 501C3 Group	7,520.00
Daycamp Receivables	15,258.45
Prepaid Liability Expense	28,844.17
Prepaid Workers Compensation Insurance	15,249.79
	<hr/>
Total Current Assets	\$3,802,706.86
Fixed Assets	
Fixed Assets: Land	\$1,156,603.12
Fixed Assets: Structures	11,240,960.44
Fixed Assets: Equipment	656,301.48
Fixed Assets: Computer Equipment & Software	115,831.70
Fixed Assets: Vehicles	211,563.58
Fixed Assets: Office Furniture & Rec Equipment	48,123.75
Construction In Progress	183,675.05
Less: Accumulated Depreciation	(7,874,369.73)
	<hr/>
Total Fixed Assets	\$5,738,689.39
	<hr/>
Total Assets	\$9,541,396.25
	<hr/> <hr/>

As Of 7/31/2014
For All Segment1s
For All Segment2s
For Segment3 0000 To 9999
For All Segment4s

Current
YTD

LIABILITIES and EQUITY

Current Liabilities

Prepaid Revenue	\$144.00
Accounts Payable	23,115.51
Gift Certificates	208.00
Sales Tax Payable	74.25
Federal Withholding Payable	7.61
State Tax Withholding Payable	115.82
Social Security-FICA Payable	44.64
State Disability Ins.-SDI Pay	154.43
Miscellaneous Deductions	498.62
Compensated Absenses	104,180.45

Total Current Liabilities	<u>\$128,543.33</u>
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Long Term Liabilities

John Deere Financial Payable	\$42,771.80
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Total Long Term Liabilities	<u>\$42,771.80</u>
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Total Liabilities	\$171,315.13
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Fund Balances

GFB: Youth Assistance Fund	\$9,955.29
GFB: General Fund Balance	729,471.28
Investments in Fixed Assets	5,743,110.40
Less: Net of Related Debt	(42,771.80)
RFB: Reserved (City Mitigation)	246,946.39
RFB: Annual Equip Replacement Reserv.	608,530.72
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)	4,180.55
RFB: Atwood III-Equip Repl Fund	15,603.66
GFB- Cell Tower Reserves	348,657.50
RFB: General Fund (ADA Reserve)	50,031.75
RFB: Shockley Maint Fund	11,361.06

Net Profit/(Loss)	583,937.25
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Auburn Rec & Park
Balance Sheet
As Of 7/31/2014
For All Segment1s
For All Segment2s
For Segment3 0000 To 9999
For All Segment4s

	Current YTD
Total Assets	\$5,743,110.40
Total Reserved Funds	\$2,303,606.90
Total Designated Funds	\$0.00
Total Unrestricted Funds	\$1,323,363.82
Total Liabilities and Equity	\$9,541,396.25

For 4/1/2014 To 7/31/2014
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	82,245.81	382,144.07	352,300.00	29,844.07	108.47
Rents & Concessions	18,167.47	93,646.42	80,352.00	13,294.42	116.55
Miscellaneous Revenue	(257.25)	13,311.46	2,000.00	11,311.46	665.57
Grants & Donations	14,414.00	18,935.00	1,750.00	17,185.00	1082.00
Interest Income	3,851.64	13,343.62	11,100.00	2,243.62	120.21
Taxes Revenue	80,923.51	1,084,475.88	1,079,370.00	5,105.88	100.47
TOTAL OPERATING REVENUE	\$199,345.18	\$1,605,856.45	\$1,526,872.00	\$78,984.45	105.17%
OTHER FINANCING SOURCES					
TOTAL OTHER FINANCING SOURCES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
TOTAL REVENUES	199,345.18	1,605,856.45	1,526,872.00	78,984.45	105.17
EXPENDITURES					
Program Expenses	38,950.83	79,821.20	84,750.00	(4,928.80)	94.18
Operations & Supplies Expense	29,806.36	102,767.06	110,923.00	(8,155.94)	92.65
Utilities Expense	13,935.27	29,707.99	55,450.00	(25,742.01)	53.58
Legal Expenses	875.00	5,327.25	1,500.00	3,827.25	355.15
Professional Services	3,279.00	16,013.74	13,850.00	2,163.74	115.62
Bldg & Grounds Maintenance	26,557.73	49,005.60	112,200.00	(63,194.40)	43.68
Property Tax Administration/LAFCO	2,106.80	2,106.80	2,500.00	(393.20)	84.27
Salaries Expense	139,915.51	421,338.19	466,664.00	(45,325.81)	90.29
Benefits & Payroll Costs	60,017.73	223,814.36	227,146.00	(3,331.64)	98.53
Fixed Asset Expense	2,367.00	9,288.41	10,500.00	(1,211.59)	88.46
Capital Improvement Projects	14,855.65	75,466.08	72,600.00	2,866.08	103.95

For 4/1/2014 To 7/31/2014
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
Debt Service	(119,009.37)	7,262.52	3,964.00	3,298.52	183.21
TOTAL EXPENDITURES	\$213,657.51	\$1,021,919.20	\$1,162,047.00	(\$140,127.80)	87.94%
NET REVENUE OVER EXPENDITURES	(\$14,312.33)	\$583,937.25	\$364,825.00	\$219,112.25	160.06%
ADJ. NET REVENUE OVER EXPENDITURES	(\$14,312.33)	\$583,937.25	\$364,825.00	\$219,112.25	160.06%

Item 5.4 Cover sheet – Resolution Number 2014-20

Auburn Area Recreation and Park District August, 2014 Standing Finance Meeting; August, 2014 Board of Director's meeting

The Issue

Shall the Auburn Area Recreation and Park District Board of Directors approve the transfer of \$14,506.39 from the City Mitigation Fund to the General Fund for the ADA compliant restroom remodel at Ashford Park?

Background

The Auburn Area Recreation & Park District Board of Directors approved a remodel of the Ashford Park restroom for ADA compliance as part of the FY 14/15 Project List. The Ashford Park restroom ADA remodel project was to be partially funded by an estimated \$17,500 from the City of Auburn Mitigation funds. The Ashford Park restroom ADA remodel project came in under budget. ARD General Fund money was used to pay project invoices.

Original estimated project costs and funding were as follows:

County Mitigation:	\$17,500
City Mitigation:	\$17,500

Actual project costs were \$32,006.39. County Mitigation Funds totaling \$17,500 have been approved for this project, leaving a remainder of \$14,506.39 to come from City Mitigation.

Recommendation

Staff that the Board of Directors review and approve Resolution Number 2014-20 approving the transfer of \$14,506.39 from the City Mitigation Fund to the General Fund for the ADA compliant restroom remodel at Ashford Park.

The Finance Committee recommended approving Resolution #2014-20.

Attachment

Resolution Number 2014-20.

RESOLUTION NUMBER 2014-20

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

WHEREAS, the Auburn Area Recreation & Park District Board of Directors approved a remodel of the Ashford Park restroom for ADA compliance as part of the FY 14/15 Project List, and;

WHEREAS, the Ashford Park restroom ADA remodel project was to be partially funded by an estimated \$17,500 from the City of Auburn Mitigation funds, and;

WHEREAS, the Ashford Park restroom ADA remodel project came in under budget, and;

WHEREAS, Auburn Area Recreation and Park District General Fund money was used to pay project invoices, and;

WHEREAS the Auburn Area Recreation and Park District Board of Directors wishes to transfer funds from the City of Auburn Mitigation Fund to the General Fund.

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 \$14,506.39 from the City Mitigation Fund to the General Fund for the ADA compliant restroom remodel at Ashford Park.

APPROVED, PASSED, AND ADOPTED ON August 28, 2014 by the following roll call vote:

Ayes:

Noes:

Absent:

Abstain:

Scott R. Holbrook
Vice Chairman of the Governing Board

ATTEST:

Clerk to the Governing Board

Item 5.5 Cover sheet – Turf and Landscape Coordinator Job Description

Auburn Area Recreation and Park District August, 2014 Policy committee; Board of Directors meeting August, 2014

The Issue

Shall the Auburn Area Recreation and Park District (ARD) approve the job description for the Turf and Landscape Coordinator?

Background

The ARD Board of Directors reviewed and approved changes to ARD job descriptions in May, 2011. At that time, the Turf and Landscape Coordinator job description position was not reviewed and approved.

Recommendation for the Board of Directors

Review and approve the Turf and Landscape Coordinator job description.

The Policy Committee reviewed the job description and provided a positive recommendation for the Board of Directors.

Fiscal Impact

N/A

Attachments

Turf and Landscape Coordinator job description

FACILITIES AND GROUNDS TURF & LANDSCAPE COORDINATOR

DEFINITION AND PURPOSE: Under the general direction of the Facilities and Grounds Manager or Supervisor, performs a variety of skilled tasks on District Athletic Fields and turf areas, maintenance of equipment and District vehicles.

ESSENTIAL JOB FUNCTIONS:

Responsibilities and duties include, but are not limited to the following:

- Performs duties to include best landscape cultural practices involving cultivating, pruning, spraying, pesticides in trees, shrubs, plants, turf, landscaped areas, and undeveloped open space areas
- Performs and helps coordinate best turf management practices involving aerification, watering, fertilizing and other cultural practices involving in the care of all turf areas
- Operates a variety of District equipment such as; mowers, trimmers, weed eaters, saws, tractors, small and large power equipment, transports equipment, vehicles and trailers
- Provides maintenance of District vehicles, equipment and performs routine safety inspections, maintenance and service as required and keeps accurate and complete reports
- Conducts periodic inventories of tools, equipment and supplies
- Calculates quantities and may purchase materials following the District's purchasing policies
- Installs, trouble shoots and maintains water lines, fountains, diverse irrigation system components not limited to electric and hand-operated controllers, valves, pumps and sprinkler heads
- Picks up and disposes of debris, materials, or trash and cleans public restrooms in park facilities
- Performs repairs and maintenance of buildings such as electrical, plumbing and concrete work

NON ESSENTIAL JOB FUNCTIONS:

- Performs minor electrical repairs, such as replacing switches and fixtures
- Conducts periodic inventories of tools and equipment
- Other duties as assigned

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of common methods, equipment and tools used in turf maintenance; possess knowledge and skills in small engine repairs as well as vehicle maintenance; experience with trailer towing; must be able to work independently; maintain records and prepare reports; communicate effectively both orally and in writing; analyze and resolve unusual situations through application of District policy; basic understanding of employment and human resources practices; meet the public in situations requiring diplomacy and tact; establish and maintain cooperative working relationships with District employees, contractors, user groups, and the general public, must have the ability to perform safe work practices, follow directions and procedures, both written and oral, and learn the operation and uses of common turf care equipment; must have ability to work in a team environment.

EDUCATION REQUIREMENTS AND QUALIFYING EXPERIENCES

High School diploma or equivalent.

Minimum two years experience with turf maintenance.

LICENSES AND CERTIFICATES

License for pesticide/herbicide spraying recommended.

First Aid, CPR Certification, and Certified Pool Operator certification are strongly recommended.

Possession of a valid California C driver's license at the time of hire and a satisfactory driving record based upon specific program needs.

Position requires fingerprint and background check per Section 5164 of the Public Resource Code. Conviction of certain criminal offenses may prohibit employment.

WORK ENVIRONMENT

Position requires sitting, standing, walking, running, reaching, twisting, turning, kneeling, bending, stooping, squatting and making repetitive hand movements in the performance of daily duties, occasionally on uneven terrain. The position also requires both near and far vision when reading documents and operating a computer. The need to climb stairs and lift, carry and push tools, equipment and supplies weighing up to 100 pounds is sometimes required. The position requires working in both an indoor, temperature controlled office environment and in outdoor environments in all weather conditions including wet, hot and cold and be exposed to heavy dust and pollen and cleaning chemicals. The noise level of the indoor setting may be loud. The noise level of the outdoor setting can be loud, especially when working around construction, maintenance and turf care equipment, and equipment used at special events such as generators and amplified instruments.

Position requires both day and evening hours, including weekend shifts and holiday shifts. Split shifts may be required.

COMPENSATION: Full-time union position.

Wage rate range

\$16.14 - \$22.28

Auburn Area Recreation and Park District is an Equal Opportunity Employer.

SECTION: 6.0

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

INFORMATION:

SEE ATTACHMENTS

District Administrator
Report to the Board of Directors
August, 2014

- The Food Truck Fiesta is scheduled for the day of the printing of this report. ARD staff has been working hard with representatives from the Auburn Bike Park to make this a great success.
- The Ashley Memorial Dog Park was vandalized a couple of times in one week. Vandals broke concrete benches and tables. They also broke into the donation box. The donation box has been replaced with a heavier box by Kathie Harris. New benches will replace the damaged units. APD was notified of all incidents.
- National Night Out at Recreation Park had a moderate crowd. Sheryl spoke with representatives from APD, AFD, the Sheriff Dept., and PG&E about the future of the event and possibly shifting course.
- Irrigation has been reduced to two days per week at the following locations: CVCC, Overlook Park, Christian Valley Park, Placer Hills Park and the upper part of MV Park. Some of the lawns are already showing some signs of this reduction.
- Joe put together a nice presentation on ARD's budget and finance. He presented this in an all-staff meeting.
- Staff has been getting information and working on a quote to install two new gates at Sierra Pool. These gates are needed per current code and will include self-closing hinges.
- ARD and the City of Auburn have agreed to split the cost of a dog waste station (approx. \$110 each) to be installed at Herschel Young Park. Herschel Young Park is a pocket park next to Tsudas – owned by the City, maintained by ARD.
- I have included some recent artwork (murals) that were approved for the skate park wall. Per policy, I am sharing this information in my monthly report.

Meetings and events attended:

8/5: Rotary
8/6: Obstacle Race meeting
8/6: Food Truck Fiesta meeting
8/7: Jody Timmons re: possible outdoor exercise equipment donation for MV Park
8/8: Max Schultz re: Eagle Scout project
8/8: Meeting with representative from KVMR
8/8: Leadership Auburn alumni event
8/11: Auburn City Council meeting re: cell tower at Recreation Park
8/12: ARD employee meeting re: District budgeting and finance
8/12: Rotary
8/12: Conference call with Placer Land Trust re: Bell Rd. property
8/13: Visit to Western Gateway Park in Penn Valley re: bocce ball courts
8/14: Meeting with pickle ball representatives re: courts at Regional Park
8/15: Obstacle Race meeting
8/18: AB 218 (aka "Ban the box") training webinar
8/18: A&D Committee
8/18: Finance Committee
8/19: Rotary
8/20: Chamber Board meeting

8/20: Policy Committee
8/21: Auburn Community Festival Committee
8/22: Food Truck Fiesta

Meetings and events scheduled to attend

8/26: Rotary
8/27: Webinar re: employee evaluations
8/27: Meeting with bocce ball court advocates

Administrative Services Manager
Report to the Board of Directors
August, 2014

Staff has been working with our legal representatives for the past several months on an updated version of our Personnel Policy Manual. After several back and forths, we have finalized the update and look to implement the policy after Board approval this month.

The finance department hosted a general employee meeting on August 12 in the Board room of CVCC. The purpose of the meeting was to familiarize and educate employees with District finances and budgetary procedures. There was also a discussion on changes to wages, benefits and policies as a result of the new union agreement.

Facilities & Grounds Manager
Report to the Board of Directors
August, 2014

Set more posts at Overlook Park to keep cars from parking near Skate Park.
Ball field preparation all fields (screen, bolt rip, line, clean bleachers and dugouts).
Mowing of all District turf areas.
Pool maintenance (cleaning decks, chemical balance).
Meadow Vista bathroom partition replacement (also paint inside and out and paint floor).
Repair broken water line Herschel Young Park (line controls drinking fountain).
Rebuild bleachers and benches at Meadow Vista Park ball field.
Install new dog waste stations at Recreation Park, Meadow Vista and Hershel Young Park.
Weed eating and tree trimming for Obstacle Course.
Install back pack rack at Auburn Elementary.
Repair broken curbs Railhead Park.
Scheduled weed eating at Atwood Park Preserve area.
Begin setting obstacles for upcoming Obstacle Scramble (cargo net).
Scheduled trash and bathroom runs (cleaning and disposal).
Daily cleaning of BBQ and Picnic areas.
Install new irrigation screen at Recreation Park (located in canal above park).
Scheduled cleaning of all District Buildings.
Recreation Gym floor recoat (outside contractor).
AC/Heater replace Regional bathrooms/center host office.
Regional Park C field light repositioning (outside contractor).
Set up for Food Truck Fiesta (install orange fencing, place straw bales, set up electrical for band).

Landscape Architect
Report to the Board of Directors
August, 2014

- **Miscellaneous Items:** Miscellaneous project research, update of project lists, monthly Board report. Miscellaneous project coordination with Larry Gray. Meeting with various staff to discuss projects and processes. Update monthly project list and Board report.
- **PG&E Land Trust Donation Application:** Continued communication with PG&E and Stewardship Council. Staff meetings and ongoing communication with Placer Land Trust and Stewardship Council. Continue to coordinate additional Record of Survey work for Bell Road and revision of Letter of Agreement for additional survey work. Multiple staff meetings and discussions. Phone calls with Stewardship Council and PGE. Phone conference with Placer Land Trust and review of current draft of Conservation Easement. Emails with SC to coordinate details on CE Bell Road,
- **Bike Park/Pump Track Project:** Continue solicit survey work. Review survey scope of work and proposals from surveyors. Work with Bike Committee persons to get survey donation if possible. Soliciting engineering work proposals. Review of proposals. Starting work on project description for environmental consultant. Coordination with Dudek and sub-consultant on completing NOA investigation and sampling.
- **Railhead Park Improvements:** Miscellaneous staff meetings.
- **Bureau of Reclamation Operation and Development Plan:** Ongoing work on documents. Multiple staff meetings, review of emails from Bureau, work on outline and draft document. Prepare three conceptual site improvement for review by A&D and Board. Present to A&D and make minor revisions. Prepare narrative to go with maps. Coordination with Dudek on document and preliminary studies.
- **Bell Road Enhancement Project:** Finalized grant money receipt and scope of work with consultant. Emails with Stewardship Council. Kick-off project with consultant team including conference calls and meeting with all sub-consultants to give direction on site analysis and deliverables needed.
- **Recreation Park Restroom Remodel:** Working with contractor, defining scope of work to be done. Emails with Mountain West Construction on getting drawings completed.
- **Railhead Restroom:** Soliciting contractors and defining scope of work to be done. Emails with Mountain West Construction on getting drawings done.
- **Bocce Ball:** Continue design work and revisions to site plan, change in court size, estimate for construction, meetings with Bocce committee, meetings with supplier of artificial turf product, draft construction details and design for lower cost construction. Field trip to Penn Valley to look at bocce ball court construction and materials. Continued design research.
- **Recreation Park Solar Panel Project:** Create bid documents, review with consultant, make revisions and create project schedule.
- **Pickleball Courts:** Start work on pickleball courts. Meetings with Kahl and members of community. Start soliciting estimates and research design and layout.
- **Meadow Vista Entry Landscape:** Contact Eagle Scout to explore volunteer effort to build portions of the project.

Customer Service/Marketing Manager
Report to the Board of Directors
August, 2014

Continue to promote ARD's program and events through advertising, networking and social media.

New ad in Shelly's Smart Shopper; back page highlighting different programs and Obstacle Course Race.

Chamber's weekly ambassador meetings.

Customer Service Dept. assisted with editing upcoming Fall Activity Guide.

Staff preparing new marketing flyers for fall programs.

	7/19/13-8/22/13	7/19/13-8/22/13
Activity Registrations	\$7000	\$9,000
Day Care/Discovery payments	\$39,000	\$40,000
Facility payments/reservations	\$18,000	\$19,000

Recreation Services Manager
Report to the Board of Directors
August, 2014

- Meetings attended: AAUW Retreat, SHF, ACF,
- Hosted National Night Out.
- Hosted 3 Annual Gold Pan Ukulele Festival.
- Posted banners and posters for Food Truck Fiesta.
- Completed proof reading and publication of the Fall Activity Guide.
- Planning for Food Truck Fiesta.
- Met with Michelle our Intern to set goals for a fall session.
- Met with Expo staff to plan for January Lifestyles Expo.

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

September 1	Last day Public Swim	Sierra Pool
September 1	Labor Day	Offices Closed
September 2	Registration YDL Begins	
September 5-7	Gold Country Fair	Fairgrounds
September 20-21	Pickle Ball Tourney	Meadow Vista Park
September 28	Great Obstacle Race	Regional Park

Youth Services Manager
Report to the Board of Directors
July, 2014

- Average attendance for summer day camp was 84 children per day, a 25% increase over last summer. This does not include children who pay but who do not attend. Our highest day was 112, and there were 17 days where we had between 90 and 112 campers. We hear from parents that our program has a good reputation and we know parents are going back to work, also.
- Discovery Club enrollment is slightly higher than last year. Some parents are still enrolling or on a waiting list.
- Attended Auburn Elementary's back to school night on August 21st, with information about Discovery Club, the obstacle course, ARD-YDL and the Community Festival.
- Discovery Club at Newcastle has a new director, Kasey Strauss. Kasey has been with us for four years. She is replacing Cassandra Hall who is moving out of the area. I am still looking for one additional program leader to hire.
- The sites are already working on ideas for the Community Festival scarecrow contest.
- Preparing for Newcastle's day camp on-site from Sept. 29 through Oct. 3. At the request of the school, we agreed to try an on-site camp this week to service more parents. They are the only school out for this week.
- On-going clean up from summer day camp and readying the room for November day camp.

Policy for approving art in ARD parks and facilities

XXXI. Public art policy

All proposals for art at ARD parks and facilities will be presented to the District Administrator via the Art at ARD proposal form. The District Administrator and staff will review the proposed artwork and approve the proposal, deny the proposal or request further information. Denied proposals can be appealed to the ARD Board of Directors for review and consideration. Appeals will be made at the next available Board of Director's meeting.

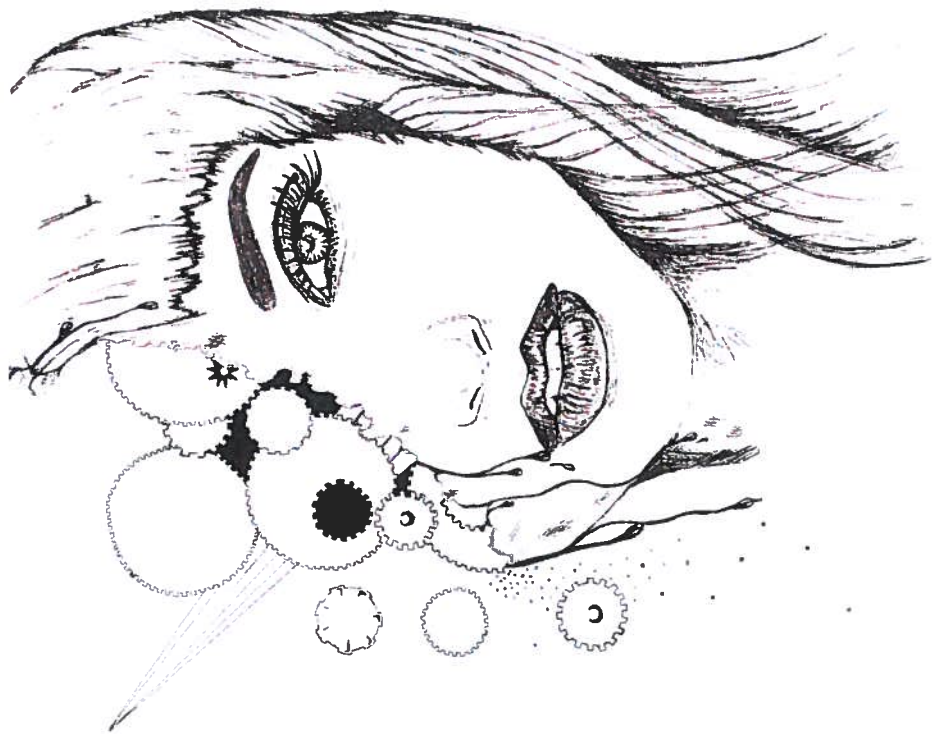
All reviews of proposed artwork should include a review by law enforcement.

A copy or photos of the approved artwork will be included in the staff report section of the ARD Board of Directors agenda packet. This information should be made available at the next available Board of Director's meeting.

For the purposes of this policy, art or artwork refers to permanent art (given/donated or loaned) intended to enrich ARD park and facility environments for residents and visitors. Permanent as described in this policy refers to art or artwork that is meant to remain in place for a period of at least 6 months.



2008



FEE WAIVER LOG

DATE	NAME	ORGANIZATION	RENTAL FEES	CUSTODIAL AND PERMIT FEES	WAIVED FEES	CO-SPONSORED EVENT	MONTHLY TOTAL	YTD TOTAL
Apr-14	Craig Thornley	Western States Endurance Run-Sierra Room	\$135.00	\$60.00 Staffing fee \$30.00 Alcohol permit	\$135.00	No		
Apr-14	Krista Greenlee	Auburn Marmalads Synchronized Swim Team-Sierra Room	Internal Resv.	\$100.00 Staffing fee \$30.00 Alcohol permit		Yes		
Apr-14	Jessica Sanchez	Mountain Mom's & Little Folks-Recreation Picnic site	\$90.00	\$30.00	\$90.00	No		
Apr-14	Patrick King	Auburn Moose Lodge-Recreation Picnic sites	\$100.00	\$30.00	\$100.00	No		
Apr-14	Jim Northey	Fundraising for a cancer patient-Recreation Gym	\$290.00	\$120.00	\$290.00	No		
Apr-14	Karen Neal	Cub Scouts-Pack 6 Meadow Vista-Regional Picnic sites & Amphitheater	\$190.00	\$10.00	\$190.00	No		
							\$805.00	\$805.00
May-14	Chris Pekert	Freedom Church-Regional Picnic 1	\$50.00	\$30.00	\$50.00	No		
May-14	Robin Griffiths	Placer Hills Union School-Meadow Vista picnic 1,2 &3	\$150.00	\$90.00	\$150.00	No		
May-14	Judy Suter	Western States Trail Foundation-Board Room	\$120.00	\$0.00	\$120.00	No		
May-14	Norm Kendall	Gold Country Amutee Support Group-Regional Picnic 1	\$75.00	\$30.00	\$75.00	No		
May-14	Sunny Hayner	Sierra Foothills VA Clinic-Using the Regional Park walk path	\$0.00	\$30.00	\$0.00	No		
							\$395.00	\$1,200.00
Jun-14	Laura Moore	Girl Scout Troop 684-Kitchen at Recreation Park Building	\$100.00	\$30.00	\$100.00	No		
Jun-14	Cindy Cuffe	Placer ARC-Adult Achievement Center	\$150.00	\$30.00	\$180.00	No		
							\$280.00	\$1,480.00
Jul-14	Barb Webb	Placer Hills Education Foundation Fundraiser Picnic sites at MV Park	\$225.00	Alcohol Fee \$30.00 Custodial Fee \$100.00	\$225.00	Yes		
Jul-14	Joe Hernandez	Sierra Foothills Cycling Club- Picnic sites at MV Park	\$50.00	\$30.00	\$50.00	No		

FEE WAIVER LOG

DATE	NAME	ORGANIZATION	RENTAL FEES	CUSTODIAL AND PERMIT FEES	WAIVED FEES	CO-SPONSORED EVENT	MONTHLY TOTAL	YTD TOTAL
Jul-14	Lindsey Billings	Auburn Outlaws Roller Derby-Front parking lot and Recreation Kitchen	\$248.00	\$30.00	\$248.00	Yes	\$523.00	\$2,003.00
Aug-14	Susan Rushton	Auburn Branch AAUW-Susan Rushton Regional Gym and Lakeside Room	\$2,160.00	\$90.00	\$2,160.00	Yes	\$2,160.00	\$4,163.00

2014/2015 Project List

PROJECT	Est. Cost	Notes	Est. completion date
Ashford Park			
Restroom Remodel	35,000	Project Completed	Jul-14
Recreation Park			
Lower RR replacement	45,000	Soliciting drawings needed for ADA improvements and bidding	Apr-15
Bocce Ball Courts	130,000	Staff working on design and meetings with community group	TBD
Solar at community center building	225,000	Bid Documents being reviewed by Consultant for comments and revisions	Apr-15
Regional Park			
24 Acres Walking Path - In Kind	235,000	DG pathway by Western Care;contractor reports final approvals are imminent	TBD
MP Field Improvements	12,500	Project completed.	July, 2014
Field C Lights	12,000	Project completed	Sep-14
Pickle Ball court (convert tennis court)	25,000	Staff working on design and meetings with community group	Oct-14
Lakeside Room roof replacement	24,000	Project completed	May-14
Canyon View Community Center			
Bike Park - incl Design and CEQA	80,000	Soliciting proposals from engineers and surveyors. Working on project description for CEQA; NOA tests have been started	Jun-15
Railhead Park			
Shade Structure and Hardscape	125,000	Project going to bid in December	Jul-15
Playground Replacement	61,000	Project to be completed in Spring of 2015 with remainder of landscape renovation	Jul-15
Meadow Vista Park			
Entrance landscape/shade structure	20,000	Coordinating with volunteer groups and maintenance staff;possible Eagle Scout project	Apr-15
Operation and Development Plan			
CEQA/NEPA costs	25,000	Ongoing staff work on document.and coordination with Dudek on CEQA work	Mar-15
Total Projects Fiscal Year	1,054,500		
Updated August 15, 2014			

8/1/2014

Vandalism Report

DATE	LOCATION	VANDALISM	LABOR COSTS	MATERIAL COSTS
7/29/2014	Railhead Park	Graffiti in men's restroom	\$20	\$15, paint
7/31/2014	Overlook	Graffiti in men's restroom and on skate park wall	\$40	\$30, paint
8/3/2014	Placer Hills Pool	Broke mosaic, one mosaic taken, broke into storage unit and threw contents on top of pool cover	\$40	Unknown value of stolen mosaic and repair of damage \$100, replace storage container
8/6/2014	Overlook	cut two chains across road, destroyed 36' of protective insulation for cable & 20' of pvc	\$40	\$230, replacement items that were damaged or taken, chain & insulation
8/7/2014	Dog Park	Broke a memorial concrete bench	\$40	\$200
8/8/2014	Dog Park	Broke a memorial concrete bench and a table	\$40	\$500
8/8/2014	Rec Building, in front of Stella Rm	Remains of a drinking event broke off electrical covers	\$20	\$30, replace electrical covers
8/11/2014	Dog Park	Broke in to donation box, cut a small section of fence, re-located concrete bench	\$20	\$300

8/11/2014	Regional	Motor cycle crashed into chain link fence on soccer field	\$0	Eagle Fence providing estimate
8/12/2014	Railhead	Graffiti in restrooms	\$40	\$30, paint over graffiti
8/12/2014	Skate Park	Graffiti on wall	\$20	\$20, paint over graffiti
		Total Labor	\$320.00	\$1,455.00
		Total for Year	\$2,400.00	\$5,584.42

Jul-14

Vandalism Report

DATE	LOCATION	VANDALISM	LABOR COSTS	MATERIAL COSTS
6/20/2014	Regional Park	Two 50' electrical cords taken after PIP	\$0	\$400
6/22/2014	Overlook	Graffiti in restrooms	\$20	\$20, graffiti remover
6/26/2014	Regional Park	Door to janitor closet at Regional Comm Ctr	\$0	\$142 additional cost for door replacement due to vandalism
6/26/2014	Regional Park	Electrical outlet covers broken by homeless	\$40	\$58.38, replacement covers
7/2/2014	Reg Comm Ctr	Doors damaged to attempted breakin, locksmith required		\$185.47, replacement parts for locking mechanisms
7/10/2014	Recreation Park	Men's stall door in back park bathroom torn off hinges	\$40	\$35, replacement part
7/11/2014	Recreation Park	Mens' stall door in Community Center torn off hinges	\$30	\$10, replacement parts
7/11/2014	Railhead Park	Graffiti in restrooms	\$20	\$25 paint to cover graffiti

Total	Total
Labor	\$150.00
Total for	Total for
Year	Year
	\$2,080.00
	\$875.85
	\$4,129.42

Jun-14

Vandalism Report

DATE	LOCATION	VANDALISM	LABOR COSTS	MATERIAL COSTS
5/22/2014	Regional Gym Janitors Closet	Broke through door to gain access to closet	\$40	\$350, new door, protective plate, dead bolt, and re-key dead bolt
05/28/14	Sierra Pool	Screen to window cut	\$20	\$26 re-screen
5/28/2014	C Field @ Regional	Cut electrical wires in christy boxes	\$400	
6/9/2014	Rec Park Men's gym bathroom	Window screen torn	\$0	\$7.21 re-screen
6/11/2011	Regional Park	Shop bathrooms, men's	\$40	\$35, grafitti remover & \$20 pant
6/15/2014	Regional Park	Shop bathrooms, men & women	\$40	\$60, destroyed "all" toilet seat liner holders

Total	Total
Labor	Material
Total for	Total for
Year	Year
\$880.00	\$478.21
\$1,930.00	\$3,253.57

May-14

Vandalism Report

DATE	LOCATION	VANDALISM	LABOR COSTS	MATERIAL COSTS															
4/25/2014	Skate Park	Graffiti on inside and outside wall to skate park	\$40.00	\$30, paint to cover graffiti															
4/30/2014	Regional	Broke drinking fountain on B Field	\$120.00	Repair fountain/pump field															
5/14/2014	Regional	Car crashed through landscape	\$20 clean up \$120 to replant	\$150 for new plants if district chooses to replant															
5/15/2014	Ashford	Graffiti on restrooms	\$40	\$30 for graffiti remover															
<table border="1"> <tbody> <tr> <td>Total</td> <td colspan="2"></td> <td>\$40</td> <td>\$30 for graffiti remover</td> </tr> <tr> <td>Labor</td> <td></td> <td></td> <td>\$340</td> <td>\$210.00</td> </tr> <tr> <td>Total for Year</td> <td></td> <td></td> <td>\$1,050</td> <td>\$2,775.36</td> </tr> </tbody> </table>					Total			\$40	\$30 for graffiti remover	Labor			\$340	\$210.00	Total for Year			\$1,050	\$2,775.36
Total			\$40	\$30 for graffiti remover															
Labor			\$340	\$210.00															
Total for Year			\$1,050	\$2,775.36															

Apr-14

Vandalism Report

DATE	LOCATION	VANDALISM	LABOR COSTS	MATERIAL COSTS
4/1/2014	Regional Park	Tried to take wire out of light poles on basketball court	\$20.00	Resource cover plates, materials on hand
4/1/2014	Bi-Centennial	Graffiti on bridge	\$40.00	\$25, paint to cover graffiti
4/10/2014	Skate Park	Graffiti on wall	\$40.00	\$15, paint to cover graffiti
		Total	Total	
		Labor	\$100.00	Material \$40.00
		Total for	Total for	
		Year	\$710.00	Year \$2,565.36

Mar-14

Vandalism Report

DATE	LOCATION	VANDALISM	LABOR COSTS	MATERIAL COSTS
3/1/2014	Regional C-Field	Broke exterior light on score booth	\$20.00	\$16.90, new light fixture
3/1/2014	Regional	Picnic table stolen	\$0.00	\$600 to \$1,000
3/2/2014	Regional C Field	Attempt to break into C Field score booth, failed	\$20.00	\$0.00, touch up paint
3/2/2014	Regional C Field	Snapped off spiket next to 3rd base dugout, water running	\$30	\$28.00 Replaced spiket and broken water pipe to spiket
3/4/2014	Ashford Park	Graffiti in men's bathrooms	\$10	\$5.00, graffiti remover
3/9/2014	Regional	Toilet Paper Fixtures taken from shop bathrooms	\$30	\$45, new dispensers
3/11/2014	Centennial Park	Graffiti	\$40	\$25, paint
3/14/2014	Regional Park	Tree Vandalism, one tree cut to ground another tree damaged	\$30	did not replace tree, just dug cut tree out.
		Total Labor	\$180.00	\$1,119.90
		Total for Year	\$610.00	\$2,525.36

Feb-14

Vandalism Report

DATE	LOCATION	VANDALISM	LABOR COSTS	MATERIAL COSTS
2/2/2014	Regional Park	Toilet paper dispenser broken, graffiti	\$30.00	\$55.00, acetone to remove graffiti and two new toilet paper dispensers
2/3/2014	Overlook	Car drove through two grass areas, pieces of car picked up	\$10.00	Possible tree loss, will have to wait and see if it survives
2/13/2014	Meadow Vista	Coyote taken	\$0.00	\$50 to replace
2/14/2014	Regional C-Field	Score Booth, broken in, turbine ripped off roof	\$60	\$125, new turbine for roof, new hasp for door

Total Labor	\$100	Total Material	\$230
Total for Year	\$430	Total for Year	\$1,405.46

Jan-14

Vandalism Report

DATE	LOCATION	VANDALISM	LABOR COSTS	MATERIAL COSTS
12/11/2014	Overlook Park	Graffiti, men's bathroom wall	\$20	\$10, paint to cover graffiti
12/11/2014	Regional Park	Broken bubble on play set	\$40	\$800, replacement bubble
12/21/2013	Regional Park	Broke into A & C Field Score Booth	\$20	\$15, replacement hasps
12/25/2013	Regional Park	Broke into C Field score Booth	\$20	\$35.46, new lock set
12/30/2013	Regional Park	Toilet paper dispensers taken	\$20	\$34, two new dispensers
1/2/2014	Winchester	Broke into Soccer Storage Unit		\$13, new lock replacement
1/5/2014	Regional Park	Broke in B Field Score Booth	\$30	\$23, new hinges
1/8/2014	Skate Park	Graffiti, table	\$20	\$15, paint
1/15/2014	Regional Park	Cayote taken from A Field	\$0	\$55, to replace cayote
1/22/2014	Recreation Park	Broke into gated storage area stole gas, cut gas lines on equipment, cut chain link fence for entry	\$160	\$175, chain link fence, gas, gas lines

Total \$330.00 Total \$1,175.46

SECTION: 8.0

**ITEM: 8.1 ELECTION OF TEMPORARY VICE CHAIRMAN
OF THE AUBURN AREA RECREATION & PARK
DISTRICT BOARD OF DIRECTORS**

DESCRIPTION:

INFORMATION: SEE ATTACHMENT

**STAFF
RECOMMENDATION: ELECT TEMPORARY VICE CHAIRMAN**

Elections

The nominating and election process covered below is just one process of many. I think this best fits your board. It is taken from a book entitled "Parliamentary Procedure in Local Government."

From our conversation you indicated that there are no rules or laws pertaining to this board's election process. 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 chair, or president.

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, "Ms. 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 or 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.

Jacque Brown, Registered Parliamentarian

Item 8.2 Cover sheet – MOU with the Bike Park Group

Auburn Area Recreation and Park District Policy Committee March, 2014; April, 2014; May, 2014; August, 2014; ARD Board of Directors meeting August, 2014

The Issue

Shall the Auburn Area Recreation and Park District (ARD) approve an MOU with the Auburn Trails Alliance, representing the interests of the Auburn Bike Park?

Background

The ARD Policy Committee and staff have been working with representatives from the Bike Park Committee and the Auburn Trails Alliance to craft a Memorandum of Understanding (MOU) regarding the construction and improvements for the Auburn Bike Park.

An MOU was created as the Auburn Trails Alliance waited on getting their Federal EIN. The Auburn Trails Alliance has received this information.

ARD currently has a policy regarding MOUs with public/private joint ventures. That policy is as follows:

XV. Policy on Memorandums of Understanding/Agreement and Public/Private Joint Ventures/Outside Entities Building on ARD Property (hereafter referred to as "Agreements")

All Agreements must be approved by the District Administrator and/or the Board of Directors.

The Board of Directors will be notified of all Agreements.

Agreements with an estimated annual value of less than \$25,000 may be approved by the District Administrator.

Agreements with an estimated annual value of \$25,000 or more will be approved by the Board of Directors.

Agreements without a maximum 90 day termination clause will be approved by the Board of Directors.

The District Administrator may forward any Agreement to the Board of Directors for approval.

Recommendation for the Board of Directors

Review and approve the attached MOU with the Auburn Trails Alliance.

The ARD Policy Committee reviewed and provided a positive recommendation to approve the MOU with the Auburn Trails Alliance.

Fiscal Impact

Not applicable at this time

Attachments

MOU with the Auburn Trails Alliance

Memorandum of Understanding between Auburn Trails Alliance and the Auburn Area Recreation and Park District For Construction of Improvements, Operations, Maintenance and Fundraising for the Auburn Bike Park

Whereas, the Auburn Area Recreation and Park District (ARD) is a Special District created in 1948 to provide recreation and park services for the greater Auburn and Meadow Vista areas, and

Whereas the mission of ARD is to provide an excellent system of parks, recreation facilities, programs and services that enrich the lives, health and happiness of our citizens, and

Whereas, ARD is desirous of constructing and operating a Bike Park and Pump Track Facility (“Bike Park”), and

Whereas, the Auburn Trails Alliance (ATA) is a 501 (c) (3) organization dedicated, among other purposes, to providing the community the best possible opportunities to enjoy mountain biking, and

Whereas, ARD and ATA agree that a mutual partnership to fundraise, construct and maintain the Bike Park is in the best interest of the community.

Now therefore, ARD and ATA hereby agree as follows:

- 1) The Bike Park will be an ARD facility. ARD Ordinances and Policies will dictate the operations of the Bike Park. The final decision on all improvements, operations and maintenance of Bike Park will be made by ARD.
- 2) All improvements, other than routine maintenance, must be approved by ARD; prior to beginning any project or phase of a project, funding must be in place. Routine maintenance shall be defined as clean up and repairs that do not alter the layout or features of the Bike Park.
- 3) ARD and ATA will create a Maintenance Plan for the routine maintenance, special improvements, and repairs of the Bike Park. This Maintenance Plan will establish standards and schedules for maintenance of the Bike Park. ARD and ATA agree to meet at least once per year to review the Maintenance Plan. Once developed, this maintenance plan will be attached to the MOU.
- 4) ATA agrees and understands that improvements may require permissions and permits from ARD and/or other governmental agencies. Proper time should be allotted to receive these permissions and permits.
- 5) ATA volunteers must follow ARD volunteer guidelines and rules. This includes rules related to safety and to the recording of time and work done at and for the Bike Park.
- 6) ARD agrees that ATA is not responsible for the conduct of members of the general public using the Bike Park.
- 7) ARD reserves the right to close the Bike Park for any purposes deemed necessary.

Specifically, the Auburn Area Recreation and Park District (ARD) will be responsible for the following:

- a. Establishing and enforcing Bike Park rules and etiquette. Enforcement may be directed to local law enforcement agencies.

- b. Establishing and maintaining toilet facilities and water fountains
- c. Water costs, including repairs to irrigation systems
- d. Landscaping and upkeep
- e. Trash removal
- f. Maintaining the main signage (i.e. indicating this is an ARD facility) and any directional signage (to ensure maintain rider/hiker/equestrian safety)
- g. Maintaining fencing
- h. Acting as "co-sponsor" of educational events at the site
- i. Safety training of all volunteers, using current ARD safety standards

Specifically, the Auburn Trails Alliance (ATA) will be responsible for the following:

- a. Providing financial or in-kind assistance for the construction of the Bike Park. The amount of financial or in-kind assistance is to be determined by the amount of money listed under "In Kind" for the Bike Park project on the current Project List. This financial or in-kind assistance may come in the form of cash donations, donations of materials or donations of labor.
- b. Fundraising for continued maintenance costs (i.e. extra dirt/jumps/equipment/signage). All fundraising events using the ARD logo or "co-sponsored by ARD" language shall be reviewed and approved by ARD.
- c. Routine maintenance of the actual trails including pump track, flow trails, skills course and multi-use trail.
- d. Monitoring for damage/changes in course itself to ensure trails are not changed without consent.
- e. Recruiting and coordinating volunteers for trail maintenance/building.
- f. Assisting with the creation and education of bike park rules and etiquette.
- g. Posting to Auburn Bike Park (or successor website) any weather-related and no ride days.
- h. Planning and hosting events at the bike park to educate bike riders and/or bike riders with other user groups (i.e. equestrians & hikers) on shared trail-use and trail safety. These events will be coordinated, reviewed and approved by ARD.

The term of this Memorandum of Understanding shall be one year, with an automatic renewal at the end of each year unless terminated or amended. This MOA may be terminated by either party by giving the other party 90 days written notice. Notice must be delivered by certified U.S. mail to:

Auburn Area Recreation and Park District
 c/o District Administrator
 471 Maidu Dr. Suite 200
 Auburn, CA 95603

Auburn Trails Alliance

Dated: _____

 Kahl Muscott, ARD District Administrator

Dated: _____

Todd Silski, ATA C.E.O.

Item 8.3 Cover sheet – Operation and Development Plan – Vision for USBR properties

Auburn Area Recreation and Park District Acquisition and Development (A&D) Committee August, 2014; Board of Director’s meeting August, 2014

The Issue

Shall the Auburn Area Recreation and Park District approve the conceptual diagrams for the USBR properties managed by ARD? These conceptual diagrams will become part of the Operational and Development Plan.

Background

ARD staff is preparing an Operation and Development Plan for those lands and facilities currently under lease with the Bureau of Reclamation. ARD is required to prepare the O&D Plan as part of the Management Agreement that was put into place in December of 2000. The purpose of the O&D Plan is to provide the Bureau and ARD with plan that guides site improvements over the next ten years. As a planning document, the O&D Plan is subject to the CEQA/NEPA process and approval.

In January and February of 2014 ARD staff held three Focus Group meetings where members of the public were invited to participate in discussion and visioning for the properties leased from the Bureau and known as:

- Overlook Park
- Railhead Park
- Maidu Property (Canyon View Community Center and surrounding acreage)

The Focus Groups garnered input from the general public as well as from special interest groups and stakeholders. Staff received many ideas for potential improvements and desired amenities. These ideas were presented to the ARD Board at the June, 2014 Board of Directors meeting. These ideas were then discussed at staff level and conceptual diagrams for each of the properties were developed to illustrate, on a conceptual level, how these elements might be implemented. These diagrams are attached.

Recommendation for the Board of Directors

Staff recommends that the Board of Directors review and approve the conceptual diagrams for each of the properties.

The Acquisition and Development Committee reviewed the diagrams and narrative and sent them to the Board for consideration. The A&D Committee discussed and recommended a few changes to the conceptual diagrams.

Fiscal Impact

There are no fiscal impacts to review and approve the conceptual diagrams

Attachments

O&D Plan Vision for the Bureau Leased Lands (narrative)

Conceptual diagrams of potential improvements to the USBR properties

AUBURN RECREATION DISTRICT
O & D PLAN VISION FOR BUREAU LEASED LANDS
AUGUST 2014

Background

ARD staff is preparing an Operation and Development Plan for those lands and facilities currently under lease with the Bureau of Reclamation. ARD is required to prepare the O&D Plan as part of the Management Agreement that was put into place in December of 2000. The purpose of the O&D Plan is to provide the Bureau and ARD with plan that guides site improvements over the next ten years. As a planning document, the O&D Plan is subject to the CEQA/NEPA process and approval.

In January and February of 2014 ARD staff held three Focus Group meetings where members of the public were invited to participate in discussion and visioning for the properties leased from the Bureau and known as:

- Overlook Park
- Railhead Park
- Maidu Property (Canyon View Community Center and surrounding acreage)

The Focus Groups garnered input from the general public as well as from special interest groups and stakeholders. Staff received many ideas for potential improvements and desired amenities. These ideas were then discussed at staff level and conceptual diagrams for each of the properties were developed to illustrate, on a conceptual level, how these elements might be implemented. These diagrams are attached. The following narrative reviews each property and the program outlined for future site improvements.

Overlook Park:

Three main elements surfaced during Focus Group discussions for Overlook Park. Foremost in the discussions were ideas for development of the "overlook" portion of the site where the public has traditionally gone to gain open viewing of the American River Canyon and have access to many of the hiking/biking trails that currently exist. There was consensus of the Focus Groups and staff that the overlook should function as a passive recreation area where the public can enjoy picnicking, viewing the canyon and as a gathering space for small festivals and public events. An observation deck platform was proposed with open picnic area, tables, benches, interpretive kiosks and trail connection to existing trails in the area. To make the space more flexible, the existing turn-around drive would be transitioned to pedestrian usage, picnicking and gathering space. This area would serve as a trailhead to the canyon and include a kiosk that shows canyon trails and connection points to help orient visitors to Auburn, the canyon and trail system. It would include historical information about Overlook Park and Camp Flint.

The second element identified during the Focus Group discussions was how to take advantage of the unused flat area down slope and south of the parking area (aka "the old dump site"). This area is partially paved and was a former equipment staging area used by the Bureau during the

Auburn Dam project. There is some paved access to the area and can be accessed on foot as well. The area, as shown on the attached diagram will remain undeveloped until such time as a use and funding are identified.

Thirdly, Focus Group participants suggested that an improved natural surface trail be identified that would facilitate casual short hiking for a broader general public where persons who don't want to hike down into the canyon can still do a short hike, enjoy the scenery, view interpretive signage, and get some moderate exercise. This trail is depicted on the attached diagram as a loop trail with access from the existing parking lot as well as from the future developed overlook area.

Railhead Park

Railhead Park has enjoyed improvements in the last few years that have included expansion to the parking lot, upgrades to the parking lot landscaping and the planting of many beautiful shade trees. Recently ARD proposed site improvements to the Bureau that include:

- New playground
- ADA compliant restroom improvements
- New shade shelter
- Landscaping and drainage improvements

This program of upgrades has been approved by the Bureau, funding is secured, and construction is scheduled for the Spring of 2015. Future additions to Railhead Park are identified as a small soccer practice field, a small picnic area in the panhandle area adjacent to Sacramento Street and completing entry way landscape beautification. These will be completed as funding is made available.

Maidu Property/Canyon View Community Center:

The Maidu Property includes the Canyon View Community Center which provides leasable meeting space for the public and houses the District's administrative offices. The area just below the CVCC has been identified as a potential site for a new bike park. This project is currently under study and the CEQA/NEPA will be conducted independently from the CEQA/NEPA for the O & D Plan.

Across Maidu Drive is a large open space area leased by the District and currently includes an informal natural surface trail. It is a partially open oak woodland/grassland community and home to much of the wildlife found in the canyon. One edge abuts the existing residential neighborhood. There is significant to moderate slope to the area and therefore is not conducive to development of formal recreational improvements. Focus Group comments included making improvements to the existing trail that includes improvement of the grades, interpretive trail signage and incorporating erosion control best management practices. Potential fuel management on the residential boundary is shown on the attached diagram. A connector trail would link the existing trail at Maidu Drive across from the proposed bike park, to an existing segment of trail just to the north of the proposed bike park. ARD proposes to incorporate a safety crosswalk as part of this connector trail as it traverses Maidu Drive down slope of the

bike park. A future trail by others is identified below Maidu Drive and Pleasant Avenue and may serve as an equestrian connection.

CEQA/NEPA AND FUTURE IMPLEMENTATION

The above projects will be part of the CEQA/NEPA study conducted by environmental experts from Dudek, the District's consultant. The projects are conceptual in nature at this juncture and therefore the environmental review will address them at a conceptual level. This allows the District, public and the Bureau to understand the District's vision for the properties, facilitate public input and comment, and complete a basic CEQA/NEPA approval. This allows all parties to comprehend the suite of potential improvements to the properties and the District to implement improvements as funding allows. At such time as specific projects are identified for actual implementation, an abbreviated CEQA/NEPA process would be conducted. The Bureau will have approved the projects in concept and the District will be able to move forward in a timely manner to implement individual site improvements.



DRAWN BY
PAMELA VANN, P.L.A.

DATE
AUGUST 2014

SHEET 1 OF 1

AUBURN AREA RECREATION AND PARK DISTRICT
471 MAIDU DRIVE AUBURN, CA 95603

OVERLOOK PARK

CONCEPT DIAGRAM FOR DI ANI



SCALE
NONE



DRAWN BY
PAMELA VANN, PLA

DATE
AUGUST 2014

SHEET 1 OF 1

AUBURN AREA RECREATION AND PARK DISTRICT
471 MAIDU DRIVE AUBURN, CA 95603

RAILHEAD PARK

CONCEPT DIAGRAM C & D PLAN



SCALE
NONE

Item 8.4 Cover Sheet for Changes and Updates to Personnel Policy Manual

Auburn Area Recreation and Park District August 2014 Program, Personnel, Policy, Fee & Legal Review Committee and August 2014 Board of Directors meeting.

The Issue: Shall the Auburn Area Recreation and Park District update its Personnel Policy and Procedures Manual?

Background: The District's Personnel Policy and Procedures Manual had major revisions in 2007. Since then staff has updated the manual whenever the Board has approved policy changes and/or when legal requirements mandated changes. In 2013, staff conferred with the District's attorneys, Kronick, Moskowitz, and they recommended that a major revision was due. During the ensuing months, staff and legal counsel have gone through several iterations of the manual and in August of 2014 finalized the new Personnel Manual. The new manual meets all Federal and California labor codes and laws as of 2014.

Highlights of changes/updates:

1. Updates to Harassment and discrimination policy (Sec 1.6)
2. Added whistleblower protections for employees (Sec 1.7)
3. Clarified rest and meal period requirements (Sec. 2.17 & 2.18)
4. Removed language allowing Compensatory Time ("Comp Time") (deleted the section)
5. Changed overtime requirements from 8 hours to 40 hours (Sec. 2.9)
6. Eliminated the "step" system of pay increases and substituted "merit" increases along with formulas for achieving such increases (Sec. 2.3)
7. Changed COLA language from "shall" to "may" (Sec. 2.31)
8. Updated "leave" policies to conform with legal requirements (Sec. 5.3)
9. Added an Appendix "A" to shift medical and other benefits to the back of the manual for easy reference and updating (Page 64)

Recommendation: The Policy Committee provided a positive recommendation on this item and moved it to the full Board for consideration. Staff recommends that the Board approve the changes and updates to the Personnel Policy and Procedure Manual.

Fiscal Impact: Other than the initial cost of the legal review (\$5000), there is no fiscal impact.

Attachments: Clean version of updated Personnel Policy manual.

**Auburn Area Recreation and Park District
Personnel Policy and Procedures Manual**

Revised August 2014

Confirmation of Receipt

This Personnel Policy and Procedures Manual is available on line at www.auburnrec.com or you may request a hard copy from your supervisor or the Executive Assistant. By signing below, you acknowledge receipt by either method of delivery.

I have received my copy of the District's Personnel Policy. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Personnel Policy. I further understand that elements within this Personnel Policy may be superseded by any conflicting terms in the memorandum of understanding with Local 39 or a specific contract of employment.

I understand that any and all policies or practices can be changed at any time by the District. In accordance with any and all applicable laws and agreements, the District reserves the right to modify this policy manual, including adding or deleting any policy contained herein, that includes increasing, decreasing or eliminating any benefit provisions. I understand and agree that other than the District Administrator, no manager, supervisor, or representative of the District has authority to enter into any agreement, express or implied, for employment for any specific period of time; or only the District Administrator has the authority to make any such agreement and then only in writing.

This Personnel Policy sets forth the entire personnel policies between employees and the District as to the terms of employment and the circumstances under which employment may be terminated. Nothing in this Personnel Policy or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee or continued benefits at the level published herein.

I understand and agree that this Personnel Policy supersedes all prior published policies, understandings, and representations made by the District concerning my employment with the District.

Employee's Signature: _____

Date: _____

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ARTICLE I

Essential Provisions

AUBURN RECREATION DISTRICT MISSION STATEMENT

THE MISSION OF THE AUBURN AREA RECREATION AND PARK DISTRICT IS TO PROVIDE AN EXCELLENT SYSTEM OF PARKS, RECREATION FACILITIES, PROGRAMS AND SERVICES THAT ENRICH THE LIVES, HEALTH AND HAPPINESS OF OUR CITIZENS

1.1. Introductory Statement

Welcome! As an employee of Auburn Area Recreation and Park District ("District"), you are an important member of a team effort. We hope that you will find your position with the District rewarding, challenging, and productive.

Because our success depends upon the dedication of our employees, we are highly selective in choosing new members of our team. We look to you and the other employees to contribute to the success of the District.

This Personnel Policy is intended to explain the terms and conditions of employment of all full-time and part-time employees, supervisors and managers.

This Personnel Policy summarizes the policies and practices in effect at the time of publication. This Personnel Policy supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. Your supervisor or manager will be happy to answer any questions you may have.

Please be advised that for any employee under a contract or bargaining agreement, elements within this Personnel Policy may be superseded by any conflicting terms in the memorandum of understanding with Local 39.

1.2. Qualifications for Employment

All applicants for employment/employees of the District shall:

- A. Complete the required District "Application for Employment."
- B. Have legal status enabling them to work in the United States, i.e.: citizenship, intent to become a citizen, visa, etc.
- C. Possess the general qualifications of integrity, sobriety, dependability, diligence, thoroughness, accuracy, good judgment, initiation, resourcefulness, courtesy,

ability to work cooperatively with others, and the ability to assume responsibilities and conform to the conditions of the workplace and job description.

- D. After an offer of employment has been made and prior to the commencement of the employment duties, you may be required to pass a medical examination and drug screening.

The purpose of the pre-employment physical examination is to provide safe working conditions and to insure that employees are physically capable of performing the job for which they are being considered. The District will maintain the confidentiality of all pre-employment physical examination records and will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless it would result in undue hardship to the District or if there is a threat to safety.

- E. Complete and pass an employment examination if one is established as a part of the application process for the position. Examinations may be written, oral, practical, or a combination of all three.
- F. Submit proof of a current, negative tuberculosis test. This applies to all applicants for employment, whether full-time, part-time, temporary, regular, or volunteer, who are involved in Youth Services Department programs for children under eighteen (18) years of age.
- G. Maintain a valid California driver's license if in a position which requires the driving of District vehicles or personal vehicles for District business.

Employees who lose their driving privileges are subject to Personnel Policy, Personnel Action.

- H. After a conditional offer of employment has been made, complete a "Supplemental Questionnaire" regarding any criminal background and after an offer of employment has been made and prior to the commencement of the employment duties complete and pass a fingerprint background check through the Department of Justice.

The District reserves the right to deny or terminate employment to any applicant or employee who misrepresents the facts on the "Application for Employment" or "Supplemental Questionnaire."

1.3. Employment Status

No manager, supervisor, or employee of the District has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment. Only the District Administrator or Board of Directors of the District has the authority to make any such agreement, which is binding only if it is in writing.

The District has developed a discipline procedure that supervisors may use in disciplining employees. This Procedure does not form an employment contract.

The District does not operate under any civil service system.

1.4. Right to Revise

This Personnel Policy contains the employment policies and practices of the District in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements are superseded by the most recent version of this manual. The District reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this Personnel Policy or in any other document.

1.5. Equal Employment Opportunity with Americans with Disabilities Act Provision

It is the policy of District to provide equal employment opportunity to all employees and applicants for employment, and to prohibit discrimination based on race, color, sex, gender, gender identity and gender expression, genetic information, sexual orientation, religion, national origin, ancestry, age, physical or mental disability, medical condition, marital status, veteran's status, and any other characteristic protected by law in recruitment, hiring, promotions, transfers, training, compensation, benefits, layoffs, recalls from layoffs, termination, and any and all other terms and conditions of employment.

If an employee believes he or she has a disability that is preventing the employee from performing one or more of the essential functions of his or her job, the employee may request a reasonable accommodation for that disability. Such requests should be submitted to the employee's department manager or District Administrator. The District Administrator may engage in an interactive process with the employee to determine an appropriate accommodation for the employee if an employee believes he or she has a disability.

A. Access to District Programs, Services and Activities

The District is fully committed to complying with the provisions outlined in the Americans with Disabilities Act regarding barrier-free access to all Agency programs, services and activities. It is the policy of the District to ensure that all District programs, services, and activities are readily accessible to and usable by individuals with disabilities unless to do so would be an undue hardship or cause a fundamental alteration in District operations.

B. Access Complaint Procedure

A complaint regarding problems with access to District programs, services, or activities may be filed in writing with the District Administrator. Complaints should contain the name and address of the person denied access, and describe the specific conduct of which the employee is complaining.

A complaint must be filed within thirty (30) days after the complainant becomes aware, or should have become aware of the alleged violation.

Upon receiving complaints of problems with access to District programs, services or activities, the District will undertake an investigation of the complaints appropriate for the circumstances. Any investigation and investigation report prepared relating to the complaint shall be kept confidential except as required by law. If the investigation finds that the District access does not comply with the Americans with Disabilities Act requirements, appropriate corrective action will be taken by the District.

1.6. Prohibited Harassment and Discrimination

The purpose of this policy is:

- A. To reaffirm the District's commitment to prohibit and prevent unlawful discrimination (including harassment) in all workplaces of the District;
- B. To define discrimination and harassment prohibited under this policy;
- C. To set forth a procedure for resolving complaints of prohibited discrimination and harassment.

The District is committed to providing a work environment that is free from unlawful harassment and discrimination, including sexual harassment and harassment based on race, color, sex, gender, gender identity and gender expression, genetic information, sexual orientation, religion, national origin, ancestry, age, physical or mental disability, medical condition, marital status, veteran's status, or any other characteristic prohibited by state or federal law.

The District strongly disapproves of, and will not tolerate, harassment or discrimination against District employees or applicants by elected or appointed officials, Managers, supervisors or coworkers. The District also strongly disapproves of harassment of District employees by persons with whom the District has a business, service or professional relationship.

Discrimination, including but not limited to harassment, is considered misconduct and will not be tolerated. Employees who violate this policy and engage in acts of discrimination or harassment of any type, for any duration, shall be subject to severe disciplinary action, up to and including termination.

Retaliation against individuals who complain of any type of prohibited discrimination or harassment or who participate in an investigation into sexual harassment or discrimination will not be tolerated. Employees who engage in such acts of retaliation shall be subject to serious disciplinary action, up to and including termination.

Prohibited discrimination and harassment for purposes of this policy, includes but is not limited to:

- A. **Speech:** Such as epithets, derogatory comments or slurs, and lewd propositions on the basis of race, color, sex, gender, gender identity and gender expression, genetic information, sexual orientation, religion, national origin, ancestry, age, physical or mental disability, medical condition, marital status, and any other category protected by law. This includes, without limitation, inappropriate sex-

oriented comments regarding an individual's appearance, including dress or physical features, inappropriate comments of a sexual nature, or race or ethnicity-oriented stories and jokes.

- B. Physical Acts: Such as assault, impeding or blocking movement, offensive touching, or physical interference with normal work or movement when directed at an individual on the basis of race, color, sex, gender, gender identity and gender expression, genetic information, sexual orientation, religion, national origin, ancestry, age, physical or mental disability, medical condition, marital status, and any other category protected by law. This includes pinching, grabbing, patting, propositioning, leering, or making explicit or implied threats or promises in return for submission to physical acts.
- C. Visual Insult: Such as derogatory pictures, posters, cartoons, or drawings related to race, color, sex, gender, gender identity and gender expression, genetic information, sexual orientation, religion, national origin, ancestry, age, physical or mental disability, medical condition, marital status, and any other category protected by law. This includes, without limitation, sending inappropriate emails of a sexual nature to employees, or viewing pornography either in magazines or on the internet in view of other employees, displaying pictures or objects depicting nude, partially nude, or suggestively posed men or women; circulating derogatory or obscene notes, letters, emails or other literature.
- D. Retaliation: Adverse employment actions carried out in retaliation for good faith submission of discrimination or harassment charges, or good faith participation in an investigation made pursuant to this policy.

Adverse employment actions carried out on account of race, color, sex, gender, gender identity and gender expression, genetic information, sexual orientation, religion, national origin, ancestry, age, physical or mental disability, medical condition, marital status, veteran's status, and any other category protected by law.

Harassment on the basis of race, color, sex, gender, gender identity and gender expression, genetic information, sexual orientation, religion, national origin, ancestry, age, physical or mental disability, medical condition, marital status, veteran's status, and any other category protected by law is prohibited. Verbal or physical conduct relating to these categories constitutes harassment when it:

- A. Has the purpose or effect of creating an intimidating, hostile or offensive working environment;
- B. Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- C. Otherwise adversely affects an individual's employment opportunities.

Sexual harassment is a form of unlawful sex discrimination and will not be tolerated by the District. Federal and State guidelines provide that unwelcome sexual advances, requests for

sexual favors and other verbal, visual or physical conduct of a sexual nature constitute unlawful harassment when:

- A. Submission to such conduct is made either explicit or implicitly a term or condition of an individual's employment.
- B. The submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- C. Sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that has the purpose or effect of unreasonably interfering with an employee's work performance or of creating an intimidating, hostile, or offensive work environment.

Sexual harassment refers to conduct that is not welcome, that is offensive, that fails to respect the rights and dignity of others, that lowers morale and that, therefore, interferes with work effectiveness.

Reporting Harassment or Discrimination:

Whenever possible, the employee should inform the harasser that his or her behavior is unwelcome, offensive, in poor taste, or highly inappropriate and ask that the behavior stop.

Any employee who believes he or she has been unlawfully harassed or discriminated against should promptly report it orally or in writing to the employee's supervisor, the District Administrator. An employee is not required to complain first to a supervisor if that person is the individual who is harassing and/or engaging in discriminatory actions against the employee. Instead, the employee may report the harassment/discrimination to any member of management.

Any supervisor or manager who receives a complaint of unlawful harassment/discrimination, or who observes or otherwise learns about unlawfully harassing conduct is required to notify the Administrative Services Manager or District Administrator. Failure to do so may result in disciplinary action against the supervisor or Manager.

Remedial Action:

Upon receiving complaints of discrimination or harassment, the District will undertake an investigation of the complaints appropriate for the circumstances. Any investigation and investigation report prepared relating to the complaint shall be kept confidential except as required by law. If harassment or discrimination is found to have occurred in violation of this policy, the District shall take action to ensure or confirm that the harassment or discrimination at issue is stopped. The District may take whatever measures are appropriate to ensure its workplaces remain free from unlawful discrimination or harassment. Within a reasonable period of time after the investigation into the complaint has been completed, the District Administrator will inform the complainant in writing as to whether the complaint of violation of District policy has been sustained or not sustained.

Employees found to have engaged in discrimination or harassment covered by this policy may be subject to disciplinary action up to and including termination of employment. First-time violations of this policy, depending on the severity of the conduct, may lead to immediate termination.

Employees found to have been dishonest or uncooperative during an investigation into allegations of unlawful harassment may be subject to disciplinary action up to and including termination of employment.

No Retaliation:

Employees should feel free to report valid claims of unlawful harassment without fear of retaliation of any kind.

DFEH and EEOC:

In addition to notifying the District about unlawful harassment or retaliation, an affected employee may also direct his or her complaint to the California Department of Fair Employment and Housing (“DFEH”), which has the authority to conduct investigations of the facts. The deadline for filing complaints with the DFEH is one (1) year from the date of the alleged unlawful conduct. An employee also has the right to direct his or her complaint to the federal Equal Employment Opportunity Commission (EEOC).

Obligations of Employees:

Employees are responsible for knowing the District's policy on nondiscrimination and harassment; refraining from discriminatory behavior, including harassment; reporting incidents of discrimination in a timely fashion; cooperating in any investigation concerning allegations of discrimination; and maintaining confidentiality concerning any investigation that is conducted.

All employees are also encouraged to communicate with one another to assist co-employees to avoid harassing, discriminatory, or otherwise offensive behavior.

Sexual Harassment Training:

In accordance with state law, every two years, all supervisory employees are required to attend at least two hours of classroom or other effective interactive training on the prevention of sexual harassment, discrimination and retaliation. Any new supervisory employee must attend such training within six months of hire or promotion to a supervisory position.

1.7. Whistleblower Protection

It is the policy of the District to encourage employees to notify an appropriate government or law enforcement agency when they have reason to believe the District is violating a local, state, or federal law, or not complying with a local, state, or federal law.

This policy prohibits District officials, officers, employees or contractors from retaliating against applicants, officers, officials, employees or contractors for carrying out or otherwise engaging in any of the Protected Activity as defined herein.

Definitions:

“Protected Activity” includes any of the following:

1. Filing a complaint with a federal or state enforcement or administrative agency regarding a violation of a local, state, or federal law.
2. Participating in or cooperating with a federal or state enforcement agency that is conducting an investigation of the District regarding alleged unlawful activity.
3. Testifying as a party, witness or accused regarding alleged unlawful activity.
4. Associating with another employee who is engaged in any of the Protected Activities enumerated herein.
5. Making or filing an internal complaint with the District regarding an alleged unlawful activity.
6. Calling a governmental agency’s “Whistleblower hotline” regarding an alleged unlawful activity.
7. Filing a written complaint under penalty of perjury that District has engaged in “gross mismanagement, a significant waste of public funds or a substantial and specific danger to public health or safety.”

“Adverse Action” may include, but is not limited to any of the following:

1. Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged unlawful activity or otherwise engaging in a because of Protected Activity.
2. Refusing to hire an individual because of participation in a Protected Activity in any former employment.
3. Denying a promotion to an individual because of participation in a Protected Activity.
4. Taking any form of disciplinary action because of participation in a Protected Activity.
5. Extending a probationary period because of participation in a Protected Activity.
6. Altering work schedules or work assignments because of participation in a Protected Activity.

7. Condoning hostility and criticism of co-workers and third parties because of participation in a Protected Activity.

Guidelines:

It is the policy of the District to prohibit the taking of any adverse employment action, including retaliation, against those who in good faith report, oppose or participate (as witnesses or accused) in investigations into complaints of alleged violations of District policy or state or federal law in retaliation for that reporting, opposition, or participation. Disciplinary action, up to and including termination, will be taken against an employee or officer who is found to have violated this policy. Any elected official or contractor who violates this policy will be subject to appropriate sanctions as determined by the Board.

Complaint Procedures:

An applicant, employee, officer, official or contractor who feels he or she has been retaliated against in violation of this Policy or who wishes to report information of alleged unlawful activity as described above should immediately report the conduct to his or her immediate supervisor or the supervisor's manager so that the complaint can be resolved fairly and quickly. If an employee, officer, official, or contractor is uncomfortable for any reason addressing such report to his or her supervisor or does not have an immediate supervisor or manager, that person may contact District Administrator. Such complaints or reports should provide as much specific information as possible, including names, dates, places, and events that took place and reasons why the act(s) may be a violation. Complaints and/or reports of alleged unlawful activity will be investigated and appropriate action will be taken. Each complaint and/or report will be reviewed to determine whether a trained internal or external person will conduct an investigation. Whenever possible, confidentiality of the parties involved will be maintained; however, if confidentiality cannot be assured, the complaining party and any other involved personnel will be apprised of this fact. Upon conclusion of the investigation, recommendations for action will be made and implemented, as appropriate. Alternatively, a person engaging in Protected Activity may call the California State Attorney General's Whistleblower Hotline at 1-800-952-5225. The Attorney General will refer the call to the appropriate governmental authority for review and possible investigation.

ARTICLE II

Employment Policies and Practices

2.1. Compliance with Legal Requirements

A. Compliance with Department of Justice Custodian of Records Duties

1. The District Administrator and/ his or her designee shall maintain all records required law.
2. Personnel information is confidential and shall not be given to any other person or agency not authorized by law to receive it.

B. Employee and Volunteer Screening

1. Public Resource Code section 5164 prohibits recreation and park districts from hiring anyone on a paid or volunteer basis into a position with supervisory or disciplinary responsibilities over minors, if that person has been convicted under Penal Code Section 220, 261.5, 262, 273a, 273d, 273.5, or 290.
2. The District shall not hire anyone for employment, either for pay or as a volunteer, if the person has been convicted within the previous ten years of a felony or of three (3) total misdemeanors of any offense contained in Penal Code Section 11105.3 (c)(1).
3. The District may not hire a person convicted of a felony more than ten years ago if the felony is codified under Chapter 3 of the Penal Code, Section 215, 217.1, 236, or Chapter 9, or 667.5(c).
4. Prior to employment but after initial application, the District shall require fingerprinting and background checks of all employees who will have supervisory or disciplinary responsibilities over minors. That list shall include, but is not necessarily limited to, supervisors, managers, youth services directors, crew leaders, coaches, instructors, lifeguards and youth services personnel.

2.2. New Hires, Employees Subject to Probationary Period

The first twelve months of continuous employment at the District is considered a probationary period. All employees shall serve a probationary period of twelve (12) months, commencing with their first day of employment. During this time the employee is expected to learn job responsibilities, get acquainted with fellow employees; determine whether or not he/she is happy with the job and whether further employment with the District is appropriate. The employee's supervisor will closely monitor his/her performance.

During and/or upon completion of the probationary period, the District will review the probationary employees' performance. If the District finds performance satisfactory and decides to continue employment, it will so advise the employee and note if there are any improvements expected from the employee. During the probationary period employees are considered "at-will" and can be terminated, with or without cause without the opportunity to appeal the District's decision.

The District Administrator may extend the duration of the probationary period one or more times, if, in his or her sole and absolute discretion, it is determined that such an extension is appropriate. Upon completion of the probationary period, a performance evaluation will be conducted to ascertain the advisability of continued employment on a regular basis.

All employees may be evaluated in writing at any time during their probationary period and a mandatory evaluation will be completed after twelve months of employment, the standard probationary period. The Department Manager shall recommend either for or against retention of the employee prior to the expiration of the probationary period. If an employee successfully completes his or her probationary period, there is still no guarantee of continued employment.

2.3. Advancement

The District encourages promotions from within the ranks of current employees. However, the District retains the discretion to determine when to seek applicants from outside the District. Internal promotions shall not be automatic, but will depend on opportunity, employee's performance in his/her present job, as determined by written performance evaluations, education, knowledge, ability, seniority, physical and mental fitness and approval of the District Administrator.

2.4. Regular Employees

Regular employees are those non-probationary employees who are hired to work permanently on a regular schedule. Regular employees may be classified as full-time or part-time. Being classified as a "Regular" employee is not a guarantee of continued employment.

2.5. Full-Time Employees

Full-time employees are those who are regularly scheduled to work forty (40) hours per workweek. Regular full-time employees are eligible for most employee benefits described in this manual.

2.6. Part-Time Employees

Part-time employees are those who are regularly scheduled to work fewer than forty (40) hours per workweek.

Part-time employees who work an average of twenty to thirty (20-39) hours a week shall be eligible for some District benefits. Benefit eligibility will be determined by the actual number of hours worked.

Part-time employees who work an average of less than twenty (20) hours per workweek are not eligible for District benefits except as mandated by state or federal law.

2.7. Temporary and Seasonal Employees

Temporary employees have no regular job status and are employed for short-term assignments. Temporary employees are considered “at will” and can be terminated by the District, with or without cause at any time. Short-term assignments generally are for periods of three months or fewer; however, such assignments may be extended by the Department Head with approval of the District Administrator. Temporary employees are not eligible for employee benefits except as mandated by applicable state or federal law.

Seasonal employees are employees without regular job status, who are hired for a period of up to six months. Seasonal employees are considered “at will” and can be terminated by the District, with or without cause at any time. The hours worked by such employees may vary. Seasonal employees are not eligible for employee benefits except as mandated by applicable law.

2.8. On-Call Employees

On-call employees are employees who work on an on-call or as-needed basis. On-call employees have no regular job status. On-call employees are considered “at-will” and can be terminated by the District, with or without cause at any time. On-call employees are not eligible for employee benefits except as mandated by applicable law.

2.9. Inactive Status

Unless required by law, employees who are on any type of leave of absence, work-related or non-work-related, for more than sixteen (16) consecutive days will be placed on inactive status. During the time the employee is on inactive status, benefits such as personal leave will not be earned and seniority will not continue to accrue.

2.10. Volunteers

Volunteers are people who perform or give their services of their own free will, and provide such services under the direction and supervision of District personnel. Volunteers are not employees of the District and are not entitled to monetary or other compensation. Volunteers are not eligible for employee benefits, although there may be some services and insurance to which they are entitled under applicable state and federal law.

2.11. Job Duties

Each employee’s supervisor will explain his/her job responsibilities and the expected performance standards. Employees should be aware that their job responsibilities may change at any time during employment. From time to time, employees may be asked to work on special projects, or to assist with other work necessary or important to the operation of the department or the District. Employee cooperation and assistance in performing such additional work is expected.

The District reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

2.12. Job Descriptions

The Board of Directors approves job descriptions and they are maintained on file in the District. Each job description describes the job, typical duties, and the education, experience and abilities required for it.

2.13. District Administrator Position

The selection of the District Administrator is the responsibility of the Board of Directors and the District Administrator is considered an "at-will" position, serving at the pleasure of the Board.

2.14. All Other Positions

The District Administrator, or his/her designated representative, has the authority to hire all other employees.

2.15. Change in Status

The District Administrator or his/her designated representative has the authority to approve changes in status for all District employees.

2.16. Work Schedules

The District's normal business hours range between 6:00 a.m. and 11:00 p.m., Sunday through Saturday. Supervisors are responsible for assigning individual employee work schedules. Work hours will vary among departments and shifts due to various District needs. All employees are expected to be at their desks or workstations ready to work at the start of their scheduled shifts.

Exchanging work schedules with other employees is discouraged. However, supervisors may authorize such an exchange in advance of the exchange occurring. Work schedule exchanges will not be approved for the mere convenience of an employee or if the exchange interferes with normal operations or results in overtime.

For purposes of calculating overtime, the workweek begins at 12:01 a.m. Wednesday and ends at midnight on Tuesday.

When an employee is unable to report to work at the assigned time, the employee must report the reason by telephone to their immediate supervisor as soon as possible. Unauthorized absences that interfere with the orderly operation of District business may be cause for personnel action.

2.17. Rest Periods

Notwithstanding the inapplicability of the rest period provisions in the California Wage Orders and Labor Code to public employers, District employees are allowed a paid fifteen-minute rest period (break) for every four hours (or major portion thereof) of work. A rest period shall be

scheduled, with the Supervisor's approval and at the Supervisor's discretion, in accordance with the requirements of the nature of the work assignment and to assure that all activities conducted by the District are adequately staffed at all times. Rest periods may neither be combined with meal breaks nor used to allow an employee to come in fifteen minutes late or leave fifteen minutes early. During a paid rest period, the employee must not leave the premises.

2.18. Meal Periods (Breaks)

Notwithstanding the inapplicability of the rest period provisions in the California Wage Orders and Labor Code to public employers, the District will endeavor, at the Supervisor's discretion, to provide District employees with unpaid meal breaks in the middle of the employee's work shift, generally no more than five (5) hours after the beginning of the workday. Unpaid meal breaks shall be a minimum of thirty (30) minutes long but shall not exceed one hour without prior approval. During an unpaid meal break an employee must be relieved of all duties and be free to leave the premises. If, at the discretion of the Supervisor, an Employee must remain on site and continue his or her duties during a meal period, the Employee will be paid for the time at his or her regular rate of pay or overtime rate as required by law.

Rest periods may not be combined with meal breaks or used to allow an employee to come in fifteen (15) minutes late or leave fifteen (15) minutes early. Meal breaks may not be used to allow an employee to come in later or leave early.

2.19. Timekeeping Requirements

The District utilizes a computer driven software package called TimeClock© to record all timekeeping. All employees, exempt and non-exempt are required to use TimeClock© to record their time worked for payroll purposes. Employees must record their own time at the start and at the end of each work period, including at the start and end of each lunch break. Employees must also record their time whenever they leave the premises for any reason other than District business. Recording time in on another employee's TimeClock©, allowing another employee to log time on a TimeClock© that is not their own, or altering TimeClock© is not permissible and is subject to disciplinary action, with the exception of changes and corrections made by management and/or the payroll department.

All TimeClock© entries must be turned in to the department manager no later than 5:00 pm on Tuesday of payroll week. All TimeClock© entries must be approved by the employee's Department Manager.

Copies of corrected TimeClock© entries will be forwarded to the employee with each employee's paycheck.

Any TimeClock© errors should be reported immediately to the payroll department.

2.20. Salary Schedule

The salary schedules and hourly wage schedules for District employees are established by the District Administrator and approved by the Board of Directors. Salary schedules and hourly wage schedules shall be reviewed periodically.

For those employees represented by Local 39, the schedules are developed through negotiation between the union and the District, and are ratified by the members and the Board of Directors.

2.21. Payment of Wages

Except as otherwise indicated, the compensation provided shall be deemed to mean the compensation per hour. The wages of all employees, with the exception of independent contractors, shall be paid every two (2) weeks, based on a schedule of twenty-six (26) pay periods per year, normally every other Friday.

2.22. Automatic Deposit

The District offers automatic payroll deposits. Initially upon hiring and thereafter if the employee changes banks, each employee must complete a form available from the payroll department and return it to that office at least seventeen (17) days before the pay period for which the change is effective. Employees should carefully monitor their payroll deposit statements for the first two (2) pay periods after the service begins.

2.23. Call-in Pay

The District will pay a minimum of two (2) hours of pay to employees who are required to report to work on a day other than their normally scheduled workday.

2.24. Stand-by Pay

Any District employee who is required to be on “stand-by mode” on a day other than his or her normally scheduled work day or work hours, will be entitled to a minimum payment of \$21.00 per weekday and \$24.00 per weekend for each eight (8) hours that the employee is required to be on stand-by. Employees on “stand-by” mode must be available by phone at all times and be available to report to work within one hour and in a manner consistent with the District's standards of conduct.

2.25. Reporting to Work Pay

The District will pay an employee for one-half of his/her regularly scheduled workday, up to a maximum of four (4) hours, if the employee reports to work as scheduled but no work is available.

The District will not pay employees for reporting under the following circumstances:

- A. Interruption of work because of the failure of any or all public utilities; or
- B. Interruption of work because of natural causes or other circumstances beyond the District's power to control.

2.26. Pay for Mandatory Meetings/Trainings

The District will pay non-exempt employees for their attendance at meetings, lectures, and training programs under the following conditions:

- a. Attendance is mandatory; or
- b. The meeting, course, or lecture is directly related to the employee's job and the employee has been notified of the necessity for such attendance by his or her supervisor.

Compensation will be at the employee's regular rate of pay for time spent at meetings, lectures, and training programs. Hours worked in excess of forty (40) hours in a workweek will be paid at the employee's appropriate overtime rate.

2.27. Exempt v. Non-Exempt Employees

A non-exempt employee is eligible for overtime pay. An exempt employee is not eligible for overtime pay. Employees should discuss their status as exempt or non-exempt with their supervisor.

2.28. Overtime for Non-Exempt Employees

Non-exempt employees may be required to work overtime as necessary. Overtime work requires prior authorization by the District Administrator or his/her designee. In case of an emergency, overtime may be verbally authorized, and the form signed within twenty-four (24) hours. All overtime shall be recorded by the employee on his/her normal timecard.

The District will attempt to distribute overtime evenly and to accommodate individual schedules. Overtime for any one employee shall not exceed eight (8) hours in any one pay period unless otherwise authorized by the District Administrator.

2.29. Payment for Overtime

The District provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- A. Any hours worked in excess of forty (40) hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight twenty-four (24) hours later. Workweeks begin each Wednesday at 12:01 a.m. and end each Tuesday at 12:00 a.m.;
- B. Employees shall be paid at a rate of one and one-half times the employee's regular rate of pay for hours worked in excess of forty (40).

Sick time, holiday, and vacation hours paid, but not worked, are not included in calculating overtime. Only actual hours worked in a given workday or workweek, and not hours scheduled, will apply in calculating overtime.

Employees who are excluded from District Benefits are eligible for overtime pay calculated at the rate of one and one-half (1 ½) times the employee's regular rate of pay for actual hours worked on a District-observed holiday. When a holiday falls on a Saturday or Sunday, the employee shall be eligible for overtime pay for hours worked on the actual holiday, not the District-observed holiday.

2.30. Merit Increases

Persons entering the employ of the District shall be paid at the minimum starting wage of the salary schedule established for the classification in which they are hired, unless otherwise approved by the District Administrator.

Merit increases may range from 0% to 5% and shall be determined on the employee's anniversary date, shall not be automatic, but shall be based on performance reports, length of service and budgetary constraints based on the criteria outlined below:

Merit increases shall occur under the following additional conditions:

July 1, 2014: provided that total District revenue remains at a minimum base level of \$3,300,000 at fiscal year- end of March 31, 2014 (revenue is defined as Program, Facility, Property Tax, and RDA revenues) a merit increase for those employees eligible for such increase shall apply.

April 1, 2015: provided that total District revenue remains at a minimum base level of \$3,400,000 at fiscal year- end of March 31, 2015 (revenue is defined as Program, Facility, Property Tax, and RDA revenues) a merit increase for those employees eligible for such increase shall apply.

April 1, 2016: provided that total District revenue remains at a minimum base level of \$3,500,000 at fiscal year- end of March 31, 2016 (revenue is defined as Program, Facility, Property Tax, and RDA revenues) a merit increase for those employees eligible for such increase shall apply.

Employees may qualify for a merit increase in the following manner:

A Performance Evaluation Form shall be prepared by the employee's supervisor not more than thirty (30) days prior to the employee's anniversary date and shall be interactively reviewed by the employee and his or her supervisor. The Performance Evaluation Form shall list several performance criteria and each of the criteria shall have a numerical point value as follows:

- Outstanding: 5
- Exceeds Performance Standards: 4

Satisfactory:	3
Needs Improvement:	1
Unsatisfactory:	0

There are 11 criteria on the current Performance Evaluation Form. The District, at its discretion, may add, delete, amend, or modify the content and/or the criteria on the Performance Evaluation Form. Evaluation scores and corresponding merit increase percentages are as follows:

40-55 =	5%
36-39 =	4%
33-35 =	3%
Below 33 =	0%

An employee who scores below 33 on a performance review shall be counseled immediately and given a Performance Improvement Plan as to how his or her performance must improve. Such performance shall be reviewed again 90 days after the initial performance review. If the employee's performance improves to a Satisfactory level (33 or higher), that employee will be eligible for the corresponding merit increase (non-retroactive). If there is no improvement, the employee may be subject to disciplinary action, up to and including termination.

All job descriptions shall have a minimum starting wage and a maximum attainable wage. Each employee will have a performance review on either their anniversary date or their promotion date (if applicable), and shall be eligible for a merit increase corresponding to the evaluation criteria and score outlined above. Generally, all full-time and regular part-time employees shall serve at least one year at each wage and have a performance evaluation rating of 33 or better to qualify for advancement to the next wage. Performance Evaluation Forms shall be reviewed by the District Administrator prior to the review of an employee, and shall be approved by, and advancement shall be at, the discretion of the District Administrator.

Managers and supervisors shall additionally be reviewed and scored on such supervisory skills with an equally corresponding scoring system.

2.31. COLA (Cost of Living Allowance)

A cost of living adjustment (COLA) may be provided to all permanent, full-time or part time, non-union employees based on identical negotiated increases provided to union employees. Such adjustments shall be made concurrent with the negotiated union adjustment. COLA raises are separate and distinct from an employee's merit increases.

2.32. Makeup Time

The District allows the use of makeup time when non-exempt employees need time off to tend to personal obligations. Makeup time worked will not be paid at an overtime rate.

Employees may take time off and then make up the time later in the same workweek, or may work extra hours earlier in the workweek to make up for time that will be taken off later in the workweek.

Makeup time requests must be submitted in writing to the employee's supervisor on the form provided by the District. Makeup time requests must be signed by the requesting employee. Requests will be considered based on the legitimate business needs of the District at the time the request is submitted. A separate written request is required each time the employee requests makeup time.

If an employee requests time off that is to be made up later in the week, the employee must submit the request at least twenty-four (24) hours in advance of the desired time off. If the employee requests to make up time prior to taking time off, the employee must submit the request at least twenty-four (24) hours before working the makeup time. Makeup time requests must be approved in writing before the employee takes the requested time off or works the makeup time, whichever is first.

All makeup time must be worked in the same workweek as the time taken off. Employees may not work more than eleven (11) hours in a day or forty (40) hours in a workweek as a result of making up time that was or would be lost due to personal obligations.

If an employee takes time off and is unable to work the scheduled makeup time for any reason, the hours missed will normally be unpaid. However, your supervisor may arrange with you another day to make up the time if possible, based on scheduling needs. If an employee works makeup time in advance of time they plan to take off, the employee must take that time off, even if the employee no longer requires that time off.

An employee's use of makeup time is completely voluntary. The District does not encourage, discourage, or solicit the use of makeup time.

2.33. Advances

The District does not permit advances against paychecks or against unaccrued personal leave.

2.34. Personnel Records

You have a right to inspect certain documents in your personnel file, as provided by law, in the presence of a District representative at a mutually convenient time. If requested, a copy of your personnel file will be provided to you within thirty (30) days at the cost of copying the files.

The District will restrict disclosure of your personnel file to authorized individuals within the District. Any request for information contained in personnel files must be directed to the Personnel Manager. Only the District Administrator or Payroll Department is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited. However, the District will cooperate with requests from

authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required. Under the California Public Records Act, personnel files are private, but the District can be mandated to release information including, but not limited to, names of employees and salary information.

2.35. Names and Addresses

The District is required by law to maintain employees' names and current addresses. Employees are responsible for notifying the District in the event of a name or address change.

2.36. Performance Evaluations

Each employee will receive periodic performance evaluations conducted by his or her supervisor or department manager. An employee's first performance evaluation will take place during or after completion of the probationary period. Subsequent performance evaluations will be conducted annually, on or about the anniversary date of the employee. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work, knowledge of the job, initiative, work attitude, and attitude toward others. Performance evaluations are intended to make the employee aware of job progress, areas of needed improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Merit increases and promotions are solely within the discretion of the District and depend upon many factors in addition to performance. After the review, the employee will be required to sign the evaluation report simply to acknowledge that it has been presented to and discussed between the employee and the supervisor and that the employee is aware of its contents. The employee has the right to respond in writing to the evaluation and have the response included in his/her personnel file.

2.37. Suggestions, Concerns and Complaints

The District recognizes that employees may have complaints, suggestions, or questions about their job, working conditions, or treatment at work. Good-faith complaints, questions, and suggestions are helpful to the District. Suggestions for improving the District are always welcome.

If an employee has a formal complaint, the District asks the employee to first discuss the concerns with their supervisor, following these steps:

- A. Within a week of the occurrence, bring the situation to the attention of the immediate supervisor, who will then investigate and provide a solution or explanation;
- B. If the problem persists, the employee may describe it in writing and present it to his/her department manager, who will investigate and provide a solution or explanation. Employees are encouraged to bring the matter to the attention of the

department manager as soon as possible after the employee believes that his/her immediate supervisor has failed to resolve it; and

- C. If the problem is not resolved, the employee may present the problem in writing to the District Administrator, who will attempt to reach a final resolution.

This procedure cannot guarantee that every problem will be resolved to all employees' satisfaction. However, the District values employee observations and employees should feel free to raise issues of concern, in good faith, without the fear of retaliation.

2.38. Employment of Relatives

The District shall not hire or promote relatives of current employees if doing so results in the direct supervision, assignment and/or evaluation of a relative. The District defines "relatives" as spouses, domestic partners, children, siblings, parents, in-laws, and step-relatives.

If two employees marry or become related, resulting in one spouse or relative supervising, assigning and/or evaluating another spouse or relative, only one of the employees may be retained with the District, unless reasonable accommodations can be made to eliminate the conflict. The employees will have thirty (30) days to decide which relative will stay with the District. If this decision is not made within the time allowed, the District Administrator will make the decision, taking into account the employment history and job performance of both employees, in addition to the needs of the District.

2.39. Reductions in Force

Under some circumstances, including, but not limited to, lack of work, lack of funds, economic conditions, or in the best interests of the District as determined by the District Administrator or the Board of Directors, the District may need to restructure or reduce its workforce. If restructuring operations or reducing the number of employees becomes necessary, the District will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, the District will take into account, among other things, requirements for continued operation of District functions, the skill, productivity, ability, and past performance of those involved, as well as seniority in current position.

The District Administrator shall prepare and submit a layoff list to the Board of Directors. Each employee subject to layoff shall be given written notice of layoff. This notice shall state the effective date and reason for such layoff.

2.40. Involuntary Termination and Progressive Discipline

Violation of District policies and rules may warrant disciplinary action. The District has established a system of progressive discipline that includes verbal warnings, written warnings, and suspension. The system is not formal and the District may, in its sole discretion, utilize

whatever form of discipline is deemed appropriate under the circumstances, up to, and including, termination of employment. If suspension, demotion or termination is proposed, the employee shall be entitled to a notice of the proposed discipline that includes the basis for the proposed discipline. The employee is also entitled to meet with the District Administrator prior to the discipline taking effect to respond to the proposed discipline. All District-owned property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment. The District's policy of progressive discipline in no way limits or alters the employment relationship.

2.41. Voluntary Termination

Voluntary termination results when an employee voluntarily resigns his or her employment, or fails to report to work for three consecutively scheduled workdays without notice to, or approval by, his or her supervisor. All District-owned property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment.

2.42. Employee Resignation

All employees are requested to file a written resignation with their supervisor at least two (2) weeks before leaving, stating the effective date and reasons for leaving, unless such notice is waived by the District Administrator. All District-owned property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment.

2.43. Employee References

All requests for references must be directed to the District Administrator or his designee. By policy, the District discloses only the name of employee, dates of employment, and the title of the last position held of former employees, including a brief description of job duties. If the employee authorizes the disclosure in writing, the District also will inform prospective employers of the amount of salary or wages the employee last earned.

2.44. Exit Interview

Upon leaving the District's employ, whether it is due to discharge, layoff, resignation, retirement, or for any other reason, all employees are entitled to an Exit Interview with his/her supervisor, or the District Administrator. During the Exit Interview, the reason for separation from service may be discussed, and the employee shall be given the opportunity to discuss his/her feelings regarding employment with the District, the circumstances surrounding the separation, and any other pertinent information that either employee or employer wishes to share. A form summarizing the Exit Interview shall be signed and dated by both employee and employer and filed in the employee's personnel file.

ARTICLE III

Standards of Conduct

3.1. Prohibited Conduct

The following conduct is prohibited and will not be tolerated by the District. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and the District's operations may also be prohibited.

- A. Falsifying employment records, employment information, or other District records;
- B. Recording the work time of another employee or allowing any other employee to record his or her work time, or falsifying any time card, either his or her own or another employee's;
- C. Theft or deliberate or careless damage or destruction of any District property, or the property of any employee or customer;
- D. Removing or borrowing District property without prior authorization;
- E. Unauthorized use of District equipment, time, materials, or facilities;
- F. Provoking a fight or fighting during working hours or on District property;
- G. Participating in horseplay or practical jokes on District time or on District premises;
- H. Carrying firearms or any other dangerous weapons on District premises at any time, unless authorized in writing by the District Administrator or mandated by state or local laws;
- I. Engaging in criminal conduct whether or not related to job performance;
- J. Causing, creating, or participating in a disruption of any kind during work hours on District property;
- K. Insubordination, including, but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management;
- L. Using abusive language at any time on District premises;
- M. Failing to notify a supervisor when unable to report to work;
- N. Unreported absence of three consecutive scheduled workdays;

- O. Failing to obtain permission to leave work for any reason during normal working hours;
- P. Failing to observe working schedules, including rest and lunch periods;
- Q. Failing to provide a health care provider's certificate when requested or required to do so;
- R. Sleeping or malingering on the job;
- S. Excessive making or accepting of personal telephone calls of more than de minimus duration during working hours, except in cases of emergency;
- T. Working overtime without authorization or refusing to work assigned overtime;
- U. Wearing disturbing, unprofessional or inappropriate styles of dress or hair while working;
- V. Violating any safety, health, security or District policy, rule, or procedure;
- W. Committing a fraudulent act or a breach of trust under any circumstances;
- X. Committing of or involvement in any act of harassment of another individual;
- Y. Reporting to work under the influence of alcohol, illegal drugs or any other controlled substance; and
- Z. Use of alcohol, illegal drugs or any other controlled substance while on duty.

This statement of prohibited conduct does not alter the District's policies of employment.

3.2. Off-duty Conduct

While the District does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the District's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the District's or their own integrity, reputation or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the District's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

While employed by the District, employees are expected to devote their energies to their jobs with the District. The following types of employment elsewhere are strictly prohibited:

- A. Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at the District;
- B. Additional employment that creates a conflict of interest or is incompatible with the employee's position with the District;

- C. Additional employment that impairs or has a detrimental effect on the employee's work performance with the District;
- D. Additional employment that requires the employee to conduct work or related activities on the District's property during the employee's working hours or using the District's facilities and/or equipment; and
- E. Additional employment that competes with the business or the interests of the District.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the District Administrator explaining the details of the additional employment. If the additional employment is authorized, the District assumes no responsibility for it. The District shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

3.3. Drug and Alcohol Abuse

The District is concerned about the use of alcohol, illegal drugs, or controlled substances as they affect the workplace. Use of these substances, whether on or off the job, can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the District. In addition, the use or possession of these substances on the job constitute a potential danger to the welfare and safety of other employees and expose the District to the risks of property loss or damage, or injury to other persons. Inappropriate use of prescription drugs and/or over-the-counter drugs may do the same.

The following rules and standards of conduct apply to all employees either on District property or during the workday (including meals and rest periods). Behavior that violates District policy includes:

- A. Possession or use of an illegal or controlled substance, or being under the influence of an illegal or controlled substance while on the job;
- B. Driving a District vehicle while under the influence of alcohol or an illegal or controlled substance;
- C. Distribution, sale, or purchase of an illegal or controlled substance while on duty or in the workplace.
- D. Reporting to work under the influence of alcohol, illegal drugs or any other controlled substance.
- E. Use of alcohol, illegal drugs or any other controlled substance while on duty or in the workplace.
- F. Misuse of prescription drugs or over the counter drugs while on duty or in the workplace.

Violation of these rules and standards of conduct will not be tolerated. The District also may bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, the District reserves the right to conduct searches of any and all District property, including desks and lockers, and to implement other measures necessary to detect and deter abuse of this policy. No employee should assume that any area on District property is private. The District reserves the right to enter and search any desk or locker in the workplace.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off District property will not be tolerated because such conduct, even though off duty, reflects adversely on the District. In addition, the District must keep people who sell or possess controlled substances off the District's premises in order to keep the controlled substances themselves off the premises.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.

The District encourages, and may accommodate if reasonable, employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The District is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is the District obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the District's treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

All District employees are subject to drug and alcohol testing under federal and state guidelines allowing for "reasonable suspicion testing" as follows:

Reasonable suspicion testing is authorized when management believes an employee is using illegal drugs or alcohol. It is appropriate to request a reasonable suspicion drug and alcohol test when any of the following conditions exist:

- A. Direct observation of drug use and/or the physical symptoms of being under the influence of drugs or alcohol.
- B. A pattern of abnormal conduct or erratic behavior.
- C. Arrest or conviction for a drug related offense; or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking.

- D. Information that is either provided by reliable and credible sources or independently corroborated.
- E. Newly discovered evidence that the employee has tampered with a previous drug test.

3.4. Punctuality and Attendance

District employees are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for other workers and supervisors, for assigned work must be performed by others. Employees are expected to report to work as scheduled, on time, and prepared to begin work. Employees are also expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized District business.

If an employee is unable to report for work on any particular day, the employee must, under all but the most extenuating circumstances, call their supervisor as soon as possible. In all cases of absence or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees also must inform their supervisor of the expected duration of any absence. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated.

Any employee who fails to report for work without any supervisor notification and who is absent for a period of three consecutive workdays will be considered to have abandoned their employment. Abandonment of employment is grounds for a Personnel Action up to and including termination.

3.5. Dress Code and Other Personal Standards

Because each employee is a representative of the District in the eyes of the public, each employee must report to work properly groomed and wearing appropriate clothing. Employees are expected to dress neatly and in a manner consistent with the nature of the work they perform. Clothing should be clean, tasteful and without rips or holes. Avoid clothing that can create a safety hazard. Department managers may issue more specific guidelines. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

All employees required to wear uniforms provided by the District must take care of their uniforms and report any wear or damage to their supervisors. Instructions regarding cleaning and maintenance of uniforms will be provided. Certain employees may be required to wear safety equipment or clothing. Any deviations from these guidelines must be approved in advance by the employee's supervisor.

3.6. Customer Relations

Employees are expected to be polite, courteous, prompt, and attentive to every customer. When an employee encounters an uncomfortable situation that he or she does not feel capable of handling, the department manager should be called immediately.

Ours is a service business and all of us must remember that the customer always comes first. Our customers ultimately pay all of our wages. Remember, while the customer is not always right, the customer is never wrong. Never argue with a customer. If a problem develops or if a customer remains dissatisfied, the employee should ask his/her supervisor or the department manager to intervene.

Customers are to be treated courteously and given proper attention at all times. Never regard a customer's question or concern as an interruption or an annoyance. Respond to all inquiries from customers, whether in person or by telephone, promptly and professionally.

Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received. If an employee is unable to personally help a customer, they should find someone who can.

All correspondence and documents, whether to customers or others, must be neatly prepared and error-free. Attention to accuracy and detail is essential.

3.7. Confidentiality

Each employee is responsible for safeguarding any confidential information obtained during employment. In the course of employment, District employees may have access to confidential information regarding the District, its suppliers, its customers, or even fellow employees. Employees have a responsibility to prevent revealing or divulging any such information unless it is necessary for the performance of duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by the employee's supervisor. Any breach of this policy will not be tolerated and legal action may be taken by the District.

3.8. Business Conduct and Ethics

Without approval from the District Administrator, no employee may accept a gift or gratuity from any customer, vendor, supplier, or other person doing business with the District. Accepting a gift or gratuity may give the appearance of influencing business decisions, transactions or service. No employee may accept outside payment for business meals or trips without advance approval of the District Administrator.

3.9. News Media Contacts

Employees may be approached for interviews or comments by the news media. Only contact people designated by the District Administrator may make any official comment to any media representatives or reporters on District policy or events relevant to the District.

ARTICLE IV

Operational Considerations

4.1. Employer Property

Lockers, desks, computers and vehicles are District property and must be maintained according to District rules and regulations. They must be kept clean and are to be used only for work-related purposes. The District reserves the right to inspect all District property at any time without notice to or presence of the employee to ensure compliance with its rules and regulations.

Prior authorization must be obtained before any District property may be removed from the premises.

4.2. Use of Electronic Media

The District uses various forms of electronic communication including, but not limited to, computers, e-mail, telephones, and the Internet. All electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the District and are to be used only for District business.

The District may periodically need to assign and/or change “passwords” and personal codes for voice mail, e-mail and computers. These communication technologies and related storage media and databases are to be used only for District business and they remain the property of the District. The District reserves the right to keep a record of all passwords and codes used and/or to override any such password system.

A. Overview

EMPLOYEES HAVE NO PRIVACY RIGHTS IN THE USE OF DISTRICT EQUIPMENT. Telephone, voice mail, computer, Internet and e-mail systems are maintained by the District in order to facilitate District business. Therefore, all messages sent, received, composed and/or stored on these systems are the property of the District. These systems are to be used for District business and are not for employees’ personal use. Personal use that interferes with an employee’s work performance will not be tolerated.

The District reserves the right to access an employee's computer or telephone system in order to retrieve documents, voice-mail and e-mail messages, whether outgoing or incoming, at any time. The existence of passwords on computer and/or telephone systems is not intended to indicate that messages will remain private, but to protect the District from unauthorized users accessing electronic systems. With the exception of the District Administrator, all employees must disclose all passwords to the Administrative Services Manager. The District must maintain the passwords in order to possess the tools needed to handle emergency situations in the absence of an employee.

Electronic communication and media may not be used in any discriminatory, harassing, or obscene manner, or for any other purpose that is illegal, against District policy, or not in the best interest of the District.

B. Telephone Usage Policy

Personal telephone calls are discouraged during working hours, with the exception of emergency telephone calls. Personal telephone calls must be kept to a minimum and must be made during scheduled rest periods. The employee's supervisor must approve long distance telephone calls. The employee will be responsible for charges resulting from personal telephone calls.

C. Voice-Mail and E-Mail

District voice-mail and/or electronic mail (e-mail) are to be used for business purposes only. The District reserves the right to monitor voice mail messages and e-mail messages at any time without notice. Additionally, the District back-up system for e-mail stores all messages for a period of time specified in the District's Retention Policy.

Messages on the voice-mail and e-mail systems are to be accessed only by the intended recipient or by others at the direct request of the intended recipient. Messages on the District's voice-mail and e-mail systems are subject to the same policies regarding harassment and discrimination as are any other workplace communications. Offensive, harassing or discriminatory content in such messages will not be tolerated.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by District management.

No employee may install or use anonymous e-mail transmission programs or encryption of e-mail communications, except as specifically authorized by the Administrative Services Manager or District Administrator.

D. Computers

District computers shall be used for District business. Personal business conducted on District computers must be authorized by management and must take place during non-working (unpaid) hours.

Special policies regarding computer systems are established in order to protect the District from activities caused by computer hackers, viruses, etc. and include, but are not limited to the following:

1. Employees shall not add or remove any programs or personal software from the District's computers without the express approval of either the District Administrator or the Administrative Services Manager.
2. Employees shall not open e-mails or download attachments from unknown sources.

3. Employees shall not view or download pornographic or otherwise offensive material off the Internet.
4. Employees shall not use District computers for items not directly related to District business unless personal use has been authorized.
5. Employees shall not use District computers to play games.
6. Employees shall not use District computers to engage in illegal activities, including, but not limited to, gambling.
7. Employees shall not incur charges in the use of District computers without the approval of their supervisors. If personal use has been authorized, employees will be responsible for any charges resulting from personal use of District computers.

Employees who misuse electronic communications or who engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline and/or immediate termination.

All electronic information created by any employee using any means of electronic communication is the property of the District and remains the property of the District. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the District's ownership of the electronic information.

The District will override all personal passwords if necessary for any reason.

The District reserves the right to access and review electronic files, messages, mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of District policy or any law occurs.

Employees who use devices on which information may be received and/or stored, including, but not limited to, cell phones, cordless phones, portable computers, fax machines, and voice mail communications are required to use these methods in strict compliance with the trade secrets and confidential communication policy established by the District. Except for such uses, these communication tools should not be used for communicating confidential or sensitive information or any trade secrets.

Access to the Internet, web-sites, and other types of District-paid computer access are to be used for District-related business only unless there has been advance approval and use is during non-working hours. Any information about the District, its products or services, or other types of information that will appear in the electronic media about the District must be approved by the District Administrator of the District before the information is placed on an electronic information resource that is accessible to others.

Questions about access to electronic communications or issues relating to security should be addressed to the Administrative Services Manager.

4.3. Use of Company Cell Phone While Driving

If your job requires that you keep your cell phone turned on while you are driving, you must use a hands-free device or safely pull off the road before conducting company business. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on District business and/or District time.

4.4. Prohibiting Personal Use of Company Cell Phone

Employees who are provided a company cell phone may use the phone for personal reasons only in the case of an emergency. Other personal use is prohibited.

4.5. Off-Duty Use of Facilities

Employees are expressly prohibited from using District facilities, District property, or District equipment for personal use, unless the facility is open to use by members of the public or authorization is given by the District Administrator.

4.6. Employee Property

For security reasons, employees should not leave personal belongings of value in the workplace. Personal items left in the workplace are subject to inspection and search.

No personal locks may be used on District-provided lockers unless the employee furnishes a copy of the key or the combination to the lock. Unauthorized use of a personal lock by an employee may result in the lock being cut off and the employee losing the right to use a District locker.

Terminated employees should remove any personal items at the time they leave the District. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

4.7. Security/Workplace Violence

The District has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to law enforcement personnel, your Department Manager or District Administrator. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify their supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

4.8. Anti-Violence Policy

- A. Any employee who suffers unlawful violence or a credible threat of violence from any individual, that can reasonably be construed to be carried out at the work site, should immediately report the incident to the appropriate superior as provided below.
1. “Unlawful violence” is any assault or battery, or stalking as prohibited in Section 646.9 of the Penal Code, but shall not include lawful acts of self-defense or defense of others.
 2. “Credible threat of violence” is a knowing and willful statement or course of conduct that would place a reasonable person in fear for his or her safety, or the safety of his or her immediate family, and that serves no legitimate purpose.
 3. “Course of conduct” is a pattern of conduct composed of a series of acts over a period of time, however short, evidencing a continuity of purpose, including following or stalking an employee to or from the place of work; entering the workplace; following an employee during hours of employment; making telephone calls to an employee; or sending correspondence to an employee by any means, including, but not limited to, the use of the public or private mails, interoffice mail, fax, or computer e-mail.
 4. This policy does not permit the District to prohibit speech or other activities that are constitutionally protected, or otherwise protected by any other provision of law.
 5. For purposes of this policy, the term “employee” means every person, including aliens and minors, rendering actual service in any way to the District, whether gratuitously or for wages or pay, whether the wages or pay are measured by the standard of time, piece, task, commission, or other method of calculation, and whether the service is rendered on a commission, concessionaire, or other basis. “Employee” also includes the members of the Governing Board of the District. “Employee” also includes a volunteer or independent contractor who performs services for the District.
- B. It is the District’s policy to promote a safe environment for its employees. The District is committed to working with its employees to maintain a work environment free from violence, threats of violence, harassment, intimidation, and other disruptive behavior.
- C. Violence, threats, harassment, intimidation and other disruptive behavior in the workplace will not be tolerated. All reports of incidents will be taken seriously and will be dealt with appropriately. Such behavior can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of

physical harm. Individuals who commit such acts may be removed from the premises. This includes violence on the part of patrons or employees.

- E. Threats or assaults that require immediate attention by the police, or that require medical attention, should be reported first to 911.
- F. The District will make reasonable efforts to protect workers who report threats.
- G. Employees may not carry weapons to work, unless approved in writing by the District Administrator and have in their possession all required permits.
- H. Employees working late at night should use the buddy system when possible.
- I. Report any suspicious persons or activities.
- J. Familiarize yourself with the escape routes from various facilities.
- K. Employee cooperation is essential in implementing a workplace anti-violence policy and maintaining a safe working environment. Do not ignore violent, threatening, harassing, intimidating, or otherwise disruptive behavior. If an employee observes behavior by anyone on District premises, whether the person is a District employee or not, and the employee feels there is a threat of imminent violence or danger, the employee should report it immediately to the proper authorities (Auburn Police Department, Placer County Sheriff, etc.). Following this the employee should report to a supervisor or manager. Any supervisor or manager who receives such a report shall notify the District Administrator. If the employee believes that the incident involves a manager, the employee shall report the incident to the District Administrator. The District Administrator will investigate the incident(s) and take appropriate action.

Employees should not create or participate in an unsafe situation when dealing with a violent, threatening, harassing, or intimidating individual.

Employees who violate this policy are subject to personnel action.

4.9. Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses immediately to your supervisor or to the Administrative Services Manager.

To promote the concept of a safe workplace, the District maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in specific areas of each department as well as the District office.

In compliance with applicable law, the District will inform employees of any known exposure to any chemical known to cause cancer or reproductive toxicity.

4.10. Ergonomics

The District will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment, processes and employee training. The District encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

The District believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being, and is essential to the District's business. The District intends to provide the appropriate resources to create a risk-free environment.

If you have any questions about ergonomics, please contact the Administrative Services Manager.

4.11. Smoking

Smoking is not allowed in any enclosed area of the facility or within twenty-five (25) feet of an entrance to a facility. Additionally, smoking is prohibited in park areas that have been posted as non-smoking.

4.12. Housekeeping

All employees are expected to keep their work areas clean and organized. Employees using common areas such as lunchrooms, locker rooms, and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

4.13. Parking

The District is not responsible for any loss or damage to employee vehicles or contents while parked on District property. Employees and Board Members are encouraged to park in the outskirts of parking areas, so that District patrons have access to the most convenient parking places.

4.14. Solicitation and Distribution of Literature

In order to ensure efficient operation of the District's business and to prevent disruption to employees, the District has enacted rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor.

The District discourages employees from soliciting or promoting support for any cause or organization. No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of those at whom such activity is directed.

The District discourages employees from distributing or circulating any written or printed material in work areas. No employee shall distribute or circulate any written or printed material during his or her working time or during the working time of the employee or employees at whom such activity is directed.

Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on District property, unless prior approval is granted from the District Administrator.

4.15. Conducting Personal Business

Employees may not conduct personal business or business for another employer during their scheduled working hours.

4.16. Employees Who Are Required to Drive

Employees who are required to drive a District vehicle or their own vehicles on District business will be required to show proof of current valid driving licenses and current effective insurance coverage before the first day of employment.

The District participates in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees who drive as part of their job.

The District retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is revoked, or who fails to maintain personal automobile insurance coverage, or who is uninsurable under the District's policy if the employee is required to drive to meet the essential functions of his/her position.

Employees who drive their own vehicles on District business will be reimbursed at the current rate per mile as established by the Internal Revenue Service (IRS).

4.17. Expense Accounts

The District reimburses employees for business expenses monthly. Employees who have expense accounts or who have incurred business expenses must submit required receipts to the Accounts Payable Department at least fourteen days prior to receiving reimbursement from the District.

Any questions about the District's expense reimbursement policy will be answered by the Administrative Services Manager. Expenditures must be incurred according to District Policy and receipts must be submitted to the accounting department no later than thirty (30) days after the expense is incurred.

4.18. Telecommuting

The District permits exempt employees and other employees to telecommute, with authorization by the District Administrator.

All costs for equipment associated with telecommuting are the responsibility of the employee. Costs include purchase price, maintenance, and insurance coverage for all necessary equipment.

Employees who telecommute still may be required to attend meetings at the office or other designated locations.

Telecommuting does not change the employee's District work location, and employees are still responsible for all costs associated with travel to and from the office when they are required to report to their District work location.

Employees who telecommute will not conduct meetings with customers or clients in their home nor will they perform any manufacturing work at home.

Employees are responsible for contacting local governmental agencies for required licenses, if any, needed to maintain a home office.

Employees are responsible for any costs of obtaining tax advice about a tax deduction for a home office. Employees are responsible for any tax liability should they claim such an expense and it is later disallowed by the Internal Revenue Service.

Employees who telecommute must maintain the security of all confidential and/or sensitive information and other proprietary information as if they were working in the office.

Employees who telecommute are responsible for following all safety rules. The District may conduct visits to telecommuting work-sites, including employees' homes, to ensure that all safety and security procedures are being followed.

The ability to telecommute does not change the performance level expected from an employee.

Employees who are subject to overtime laws must adhere to their beginning and ending work times, break times, and meal breaks, and must maintain required time records.

The District retains the right to require telecommuters to report to the District office to work.

Violation of any telecommuting policies may result in the loss of an employee's telecommuting privileges.

4.19. Bulletin Boards

The District maintains bulletin boards at various locations in each department. Please contact your department manager for the location of bulletin boards in your department.

District bulletin boards are used to provide information to employees concerning Equal Employment Opportunity, Safety and Health Protection, California and Federal Minimum Wage, Family and Medical Leave, Unemployment Insurance, State Disability Insurance and Harassment or Discrimination in Employment.

Employees may not post items on District bulletin board unless the following conditions are met:

- Postings may be made by District employees only.
- The information to be posted must first be approved by the District Administrator.
- Postings are limited to 8 1/2" x 11" in size.
- Bulletin boards will be updated monthly.
- Posted items will be dated and will be removed after one month.

ARTICLE V

Employee Benefits

5.1. Introduction

An employee holding a full-time or regular part-time position will be entitled to District benefits according to the following employment classification:

- A. Full-time employees who are regularly scheduled for forty (40) hours per week: Benefits begin on the first of the month following the first thirty days of regular employment.
- B. Regular part-time employees who work an average of thirty to thirty-nine (30 to 39) hours per week: Benefits begin on the first of the month following the first thirty days of regular employment. Such part-time employee must maintain a minimum of thirty (30) hours per week of work. To maintain eligibility for benefits, hours worked will be monitored on a trailing twelve (12) month basis and will be calculated every quarter. The trailing twelve (12) month period will begin on the first day of the pay period following the “hours worked” eligibility requirements for that level of benefits.
- C. Regular part-time employees who work an average of twenty to twenty-nine (20 to 29) hours per week: Benefits begin on the first of the month following the first thirty days of regular employment. Such part-time employee must maintain a minimum of twenty (20) hours per week of work. To maintain eligibility for benefits, hours worked will be monitored on a trailing twelve (12) month basis and will be calculated every quarter. The trailing twelve (12) month period will begin on the first day of the pay period following the “hours worked” eligibility requirements for that level of benefits.
- D. Part-time employees who work an average of less than twenty (20) hours per week: Part-time employees in this category and temporary, seasonal, and on-call, only qualify for participation in the retirement program as required by CalPERS. These employees do not qualify for any other benefits.

5.2. Rules for Part-time Employees: Hours Worked, Eligibility and Review Periods for Paid Time-Off Benefits

A. Definition of Hours Worked

Whenever “hours worked” is mentioned in the District Benefits section, it refers to actual hours an employee works, and includes the number of hours the employee was paid, including holidays, personal time leave off, and credit allowed for unpaid holidays.

If the part-time employee did not meet the required level of hours to reach a benefit level during the first month of employment, he or she will be re-examined at the end of each

subsequent month using the most recent trailing twelve months' data. Upon reaching the threshold for average hours, the part-time employee will then qualify for the appropriate benefit coverage.

1. Increased Qualification

An employee who initially meets the twenty to twenty-nine (20 to 29) average hours worked per week level of benefits, may at a later date qualify for the thirty to thirty-nine (30 to 39) average hours worked per week level of benefits. After initial qualification, the employee will be monitored on a monthly basis to verify whether he or she meets the required level of hours to reach the thirty to thirty-nine (30 to 39) average hours worked per week level of benefits. If so, the increased level will begin.

B. Maintaining Benefits

Once an employee meets the required amount of working hours to become eligible for a specific level of benefits, he or she will be monitored on a trailing twelve (12) month basis to verify that he or she still meets the "hours worked" criteria for that level of benefits. The trailing twelve (12) month period will begin on the first day of the pay period following the "hours worked" eligibility requirement for that level of benefits.

C. Reinstatement of Benefits

If an employee fails to meet the minimum level of hours required to maintain a level of benefits at the quarterly review date, the employee will thereafter be monitored on a monthly basis to determine if he or she qualifies for reinstatement of benefits. (The criteria used to determine the level of reinstated benefits is the same as for qualification of benefits above.)

Benefits such as Holiday Pay and Personal Time Leave will be reinstated beginning the first day of the pay period following the re-qualification date.

5.3. Leaves - General

A. Eligibility for Leaves

All full-time and regular part-time employees who work at least an average of twenty (20) hours per week may be entitled to leaves. For part-time employees of twenty (20) or more hours, the amount of leave shall be proportional to the number of hours they work is to full-time.

B. Personal Time Leave : See Appendix A

C. Bereavement Leave

Bereavement absences with pay in the event of the death of an employee's immediate family member shall be limited to not more than three (3) days during each twelve (12) -

month period. The employee's immediate family is defined to include spouse, domestic partner, child, domestic partner's child, brother, sister, parents or spouse's parents. Bereavement leave will not be charged to an employee's Personal Time Leave. An employee requiring more than three (3) days of bereavement leave may use Personal Time Leave for the excess time.

D. Personal Days

Upon successful completion of the probationary period, full-time employees receive one (1) personal day to be used on the date of their choice. One personal day is earned each year.

Personal Days may not be accrued. Use of the Personal Day must be scheduled with their Supervisor at least one (1) week in advance.

E. Unpaid Leaves of Absence

The District may grant leaves of absence of up to six (6) months to employees in certain circumstances. A request or an unpaid Leave of Absence should be made in writing as far in advance as possible. During such a leave, employees should keep in touch with their supervisor, and give prompt notice of any change in their anticipated return date. If the leave expires and the employee fails to return to work without contacting his/her supervisor, the District will assume that the employee has abandoned his/her job. Under most circumstances, upon return from a leave of absence, the employee will resume all aspects of his/her employment status that existed prior to the start of the leave.

During an unpaid Leave of Absence, the District will not continue to pay premiums for health, life or dental insurance coverage, except where required by law. However, employees may self-pay premiums under the provisions of COBRA. The Administrative Services Manager can provide additional information.

F. Family/Medical Leave

If eligible (see subdivision 5.3 (J)(2) for eligibility requirements) for leave under the provisions of the Federal Family and Medical Leave Act (FMLA) or the State of California Family Rights Acts (CFRA), such leave will be counted as family/medical leave and charged to the employee's entitlement to twelve (12) workweeks of family/medical leave in a 12-month period. Benefits shall be continued during the Family/Medical Leave and salary will be paid for such time as the employee takes concurrent Personal Leave. If Personal Time Leave is available, it must be used concurrently with Family/Medical Leave.

G. Leaves – General

Any employee taking personal, medical (including FMLA, CFRA, PDL), or leave of absence will use all Personal Time Leave concurrently with the leave.

H. Pregnancy Disability Leave

Pregnancy, childbirth, or related medical conditions will be treated like any other disability, and an employee on leave will be eligible for temporary disability benefits in the same amount and degree as any other employee on disability leave.

Any female employee planning to take pregnancy disability leave should advise the personnel department as early as possible. The individual should make an appointment with the Administrative Services Manager to discuss the following:

1. Employees who need to take pregnancy disability leave must inform the District when a leave is expected to begin and how long it will likely last. If the need for a leave or transfer is foreseeable, employees should attempt to provide notification at least thirty (30) days before the pregnancy disability leave or transfer is to begin. Employees must consult with the Administrative Services Manager regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the District. Any such scheduling is subject to the approval of the employee's health care provider;
2. If thirty (30) days' advance notice is not possible, notice must be given as soon as practical;
3. Upon the request of an employee and recommendation of the employee's health care provider, the employee's work assignment may be changed if necessary to protect the health and safety of the employee and her child;
4. Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached;
5. Temporary transfers due to health considerations will be granted when possible. However, the transferred employee will receive the pay that accompanies the job, as is the case with any other temporary transfer due to temporary health reasons;
6. Pregnancy leave usually begins when ordered by the employee's health care provider. The employee must provide the District with a certification from a health care provider. The certification indicating disability should contain:
 - a. The date on which the employee became disabled due to pregnancy;
 - b. The probable duration of the period or periods of disability; and

- c. A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
 - (1). Leave returns will be allowed only when the employee's health care provider provides a release;
 - (2). If otherwise eligible to take the time, an employee will be required to use Personal Leave during a pregnancy disability leave.
 - (3). Duration of the leave will be determined by the advice of the employee's health care provider, but employees disabled by pregnancy may take up to four months or eighty-eight working days.
 - (4). Part-time employees are also entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.

Pregnancy Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed in increments of one day.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a Pregnancy Disability Leave, an employee will be reinstated to the same position held at the time the Leave began or to an equivalent position, if available. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

However, as stated above, leave because of the employee's disability for pregnancy, childbirth or related medical condition is not counted as time used under California Law (the California Family Rights Act). Time off because of pregnancy disability, childbirth or related medical condition does count as family and medical leave under Federal Law (the Family and Medical Leave Act). Employees who take time off for pregnancy disability and who are eligible for family and medical leave will also be placed on family and medical leave that runs at the same time as their pregnancy disability leave. Once the pregnant employee is no longer disabled, she may apply for leave under the California Family Rights Act, for purposes of baby bonding, however, the District will not pay for benefits during this leave.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. California Family Rights Act leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the District will grant a request for a California Family Rights Act leave (for

birth/placement of a child) of less than two weeks' duration on any two occasions. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

I. Coordination of Pregnancy Disability Leave with Family/Medical Leave

If eligible under the provisions of FMLA and CFRA, during a Pregnancy Disability Leave, the District will continue group health insurance coverage for up to a maximum of twelve (12) workweeks on the same terms as if the employee had continued to work. Pregnancy Disability Leave runs concurrently with family and medical leave under federal law, but not with family and medical leave under California law. Therefore, when the concurrent Federal family leave expires, the employee shall then be entitled to an additional twelve (12) workweeks of California family leave after the birth of the child for child care and bonding. If an employee is ineligible under the Federal and State family and medical leave laws, while on pregnancy disability the employee will receive continued paid coverage on the same basis as other medical leave that the District may provide and for which the employee is eligible. In some instances, the District may recover premiums it paid to maintain health coverage for an employee if the employee fails to return to work following pregnancy disability leave.

An employee on pregnancy disability leave and who is not eligible for continued paid coverage, or for whom paid coverage ceases after twelve (12) workweeks, may continue the group health insurance coverage through the District in conjunction with Federal COBRA guidelines. This will require making monthly payments to the District for the amount of the relevant premium, plus an administrative fee of two percent. Contact the Administrative Services Manager for further information.

J. Family/Medical Leave.

1. Family Care and Medical Leave

This policy describes the circumstances and conditions under which an employee may take family care and medical leave. It is meant to be read in conjunction with California Government Code Section 12945.2, as well as CFR Part 825 and State and Federal regulations adopted to implement it. This policy is separate and distinct from other leave policies and procedures.

2. Eligibility

All full-time and part-time District employees are eligible if:

- a. They have been employed by the District for at least twelve (12) months; and,
- b. They have been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and,

- c. The District employs 50 or more employees at the time the leave is requested.

3. Leave Description

A family care leave may be taken for the following reasons:

- a. The birth of a child of the employee or the placement of a child with an employee in connection with adoption or foster care; or
- b. To care for a parent, spouse, or child who has a serious health condition. A serious health condition is defined as an illness, injury, impairment, or physical or medical condition that warrants the participation of a family member to provide care during a period of the treatment or supervision of the parent, spouse or child and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider; or
- c. The employee's own serious health condition. A serious health condition is defined as an illness, injury, impairment or physical or mental condition that prevents the employee from performing the functions of his/her position which involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider.

Family and medical leave time is also permitted when an employee is the spouse, registered domestic partner, son, daughter, parent, or next of kin of a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. The employee may take up to a total of 26 workweeks of leave during a 12-month period to care for the service member. In addition, employees are entitled to time off for certain absences relating to any "qualifying exigency" because the employee is the spouse, registered domestic partner, son, daughter, or parent has been notified of an impending call or order to active duty. A "qualifying exigency" is one of the following: a. short-notice deployment, b. military events and activities, c. childcare and school activities, d. financial and legal arrangements, e. counseling, f. rest and recuperation, g. post-deployment activities, and h. any other activity that arises out of active duty, provided that the employee and the District agree, including an agreement regarding timing and duration of the leave.

4. Duration of Leave and How Taken

Family care leave shall not be granted for more than four months in a 24-month period, or twelve weeks in a 12-month period, beginning from the date when the leave first commenced.

Four (4) months means seventy (70) working days for full-time employees and shall be adjusted on a pro rata basis for those working less than full-time. For example, for an employee who works half time, four months means thirty-five (35) working days.

If an employee has a second qualifying event (i.e., birth of a child), an additional twelve weeks may be granted during the following twelve (12) months. However, in no event will more than seven months be granted in any 24-month period.

When family and medical leave time is taken to care for a service member, the employee may take up to a total of twenty-six (26) workweeks of leave during a 12-month period to care for the service member.

Family care leave for a serious health condition may be taken intermittently when medically necessary, including but not limited to, reduced workweek or reduced workday schedules.

Family leave does not need to be taken in one continuous period of time. However, it must be taken in complete days at a time. An employee may request a family care leave of at least one day, but less than two weeks duration on any two occasions during a 24-month period. Any additional leaves requested during this 24-month period must be for a minimum of two weeks.

For family care leave taken for reason of the birth, adoption or foster placement of a child, the leave shall be taken within one year of the birth or placement of the child with the employee.

When the employee's serious health condition warrants medical leave, because the employee is unable to perform the functions of his or her position, leave may be taken up to twelve (12) workweeks in any twelve month period beginning from the date the leave first commenced.

A serious health condition medical leave may be taken intermittently, when medically necessary, including but not limited to reduced workweek or reduced workday schedules.

The District Administrator may require the employee to use any accrued sick, vacation, or compensating time off during this period.

5. Application and Certification

Application for family care leave, or an extension of said leave, shall be made in writing to the District Administrator or his/her designee. Whenever possible, the employee shall give thirty (30) days written notice of any request for family leave. If the employee first learned of the event for which leave is requested less than thirty (30) days before the requested start of the leave, the employee shall provide reasonable advanced notice, and as much advance notice as is possible. The request for leave shall state the reason for the leave, the date the leave will begin,

and the probable date of return. The employee need not, however, disclose the nature of the medical condition.

Upon application for a leave to care for a parent, spouse, or child with a serious health condition, the employee must provide a certification from the health care provider of the individual requiring care. The medical certification must indicate that the leave is necessary for the care of the individual, or will assist in recovery of the individual, and the expected duration.

Upon application for intermittent leave, the certification must indicate the medical necessity for the intermittent leave and the expected duration.

Upon application of a family care leave for the birth, adoption, foster placement or serious health condition of a child, the employee must certify in writing that the child's other parent is not taking a family care leave from his or her employment in order to care for the child at the same time and that the child's other parent is not available to care for the child.

As used in this section, the term "child" includes biological, adopted, foster, stepchild, legal ward or a child of a person standing in loco parentis (responsible as a parent) who is either under eighteen years of age or an adult dependent child. An adult dependent child is an individual who is eighteen (18) years of age or older and who is incapable of self-care because of a mental or physical disability. The term "parent" includes a biological, foster, adoptive, stepparent, legal guardian, or other person standing in loco parentis (responsible as a parent) to a child, but does not include parent-in-law or grandparent.

All employees returning from an approved family leave shall be provided the same or comparable position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave, provided the leave has not exceeded the four month limit.

6. Accrual of Benefits during Leaves of Absence

No employee on leave of absence shall accrue sick leave or vacation benefits during the period of the absence if the leave is unpaid, i.e., after the exhaustion of any accrued personal leave time.

Accrued sick leave and vacation benefits shall not be lost by virtue of a leave of absence.

Time granted for a leave of absence without pay will not be considered as service in computing the service necessary for eligibility for a step increase.

7. Return from Leave of Absence

a. Medical Certification

An employee who takes family and medical leave as the result of his or her own serious health condition will be required to submit medical certification from a health care provider that the employee is able to return to work.

8. Reinstatement

Upon granting family care or medical leave, the District will guarantee reinstatement to the same or comparable position, except in those situations where reinstatement could be denied. Employment in a comparable position means employment in a position that is virtually identical to the employee's original position in terms of pay, benefits, and working conditions, including privileges, prerequisites, and status.

9. Change in Date of Return

An employee who learns that the anticipated date of return is either earlier or later than originally anticipated shall immediately advise his or her supervisor. This will assist the District in planning for the absence. The employee shall not report for duty prior to the expiration date of his leave of absence without the permission of the District Administrator.

10. Accommodation Following Return

An employee returning from family and medical leave taken for his or her own serious health condition who is unable to perform the essential functions of the employee's job because of a physical or mental disability, will be given a reasonable accommodation to allow the employee to perform his or her job. This accommodation may include an extension of unpaid time off.

K. Paid Family Leave

An employee may be entitled to Paid Family Leave through the State Disability Insurance (SDI) Program to provide care for parents, children, spouses, and domestic partners or to bond with a new child. Information regarding coverage and benefits may be requested from the Administrative Services Manager.

To qualify for Paid Family Leave compensation, the employee must meet the following requirements:

1. Be covered by SDI and have earned at least \$300 from which deductions were withheld.

2. Complete claim forms accurately, completely, truthfully, and in a timely manner.
3. Supply medical information that supports the claim that the care recipient is in need of the employee's care.
4. Provide documentation to support a claim for bonding with a new child.
5. Use up to two weeks of any earned but unused leave if required by your employer.
6. Serve a 7-day unpaid waiting period before benefits begin.

Also, if an employee wishes to maintain any health benefits, the employee is responsible for all premium amounts during the Paid Family Leave period.

Paid Family Leave does not provide job protection or return rights. The employee must notify the District of the reason for taking leave in a manner consistent with District's leave policy.

Any Paid Family Leave taken under this provision that qualifies as leave under the federal Family Medical Leave Act and the California Family Rights Act must be concurrent with leave taken under those Acts. Leave taken will be counted as family/medical leave and charged to the employee's entitlement of twelve (12) workweeks of family/medical leave in a 12-month period.

L. Extended Medical Leave

A medical leave of absence may be granted for non-work-related temporary medical disabilities (other than pregnancy, childbirth, and related medical conditions) for up to four months with a health care provider's written certificate of disability. Employees should request any leave in writing as far in advance as possible. If granted such a medical leave, the District will pay accrued Personal Time Leave for the period of time equivalent to the employee's accumulated Personal Time Leave which has already been earned.

A medical leave begins on the first day the doctor certifies that the employee is unable to work, and ends when the doctor certifies that the employee is able to return to work or after a total of four months of leave, whichever occurs first. The Department Manager will supply the employee with a form for the health care providers to complete, showing the date the employee was disabled and the estimated date the employee will be able to return to work. An employee returning from a medical leave must present a health care provider's certificate declaring fitness to return to work.

If returning from a non-work-related medical leave, you will be offered the same position you held at the time your leave began, if it is available. If the former position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, the return to work will depend on job openings existing at the time

of the scheduled return. The District makes no guarantees of reinstatement, and the return will depend on the employee's qualifications for existing openings.

M. Concurrent Medical Leave or Extended Medical Leave and Family/Medical Leave

Any leave taken under this provision qualifying as leave under the state and/or federal Family and Medical Leave Acts will be counted as family/medical leave and charged to your entitlement of twelve (12) workweeks of family/medical leave in a 12-month period.

N. Concurrent Personal and Family/Medical Leave

Any leave taken under this provision that qualifies as leave under the state and/or federal Family and Medical Leave Acts will be counted as family/medical leave and charged to the employee's entitlement of twelve (12) workweeks of family/medical leave in a 12-month period.

O. Jury Duty and Witness Leave

The District encourages employees to serve on jury duty when called. Non-exempt employees who have completed their probationary periods will receive full pay while serving up to twenty (20) days of jury duty. Exempt employees will receive full salary. Employees should notify their supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. The employee may be requested to provide written verification from the court clerk of performance of jury service. If on any day work time remains after any day of jury selection or jury duty, the employee will be expected to return to work for the remainder of his/her work schedule.

Employees may retain any mileage allowance paid by the court for jury services. Other fees for jury services shall be endorsed over to the District.

P. Military Leave

Military leave shall be provided in accordance with the law. Employees who wish to serve in the military and take military leave should contact the Administrative Services Manager for information about their rights before and after such leave. Employees are entitled to reinstatement upon completion of military service, provided the employee's return or apply for reinstatement within the time allowed by law.

Q. Time Off for Voting

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two hours combined. Under these circumstances, an employee will be allowed a maximum of two hours of

time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give his or her supervisor at least two (2) days' notice.

R. Volunteer Firefighters and Peace Officers

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. Employees are also eligible for unpaid leave for required training. If an employee is an official volunteer firefighter, the employee should alert his/her supervisor that the employee may have to take time off for emergency duty. If possible, when taking time off for emergency duty, the employee should alert his/her supervisor before doing so.

S. Domestic Violence Leave

Any employee who is a victim of domestic violence may take time off from work to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the domestic violence victim or his or her child.

In order to take time off to obtain relief from domestic violence, the employee must give the District reasonable advance notice of her or his intention to take time off, unless the advance notice is not feasible.

If an employee is absent due to domestic violence, the District will not take any action against the employee if, within a reasonable time after the absence, the employee provides appropriate certification of the need for domestic violence time off. The certification may be in any of the following forms:

1. A police report indicating that the employee was a victim of domestic violence.
2. A court order protecting or separating the employee from the perpetrator of an act of domestic violence.
3. Other evidence from the court or prosecuting attorney that the employee has appeared in court.
4. Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

To the extent allowed by law, the District will maintain the confidentiality of the employee's request for domestic violence time off.

Non-exempt employees may use vacation, make up time, or other compensated time off that is otherwise available to the employee for domestic violence time off.

Exempt employees taking domestic violence time off will be paid during their absence, so long as the exempt employee works any portion of the week during which this leave is taken.

Employees who are victims of domestic violence are eligible for unpaid leave. The employee may request leave if involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure the employee's health, safety, or welfare, or that of the employee's child(ren).

The employee should provide notice and certification of the need to take leave under this policy. Certification may be sufficiently provided by any of the following:

1. A police report indicating that the employee was a victim of domestic violence;
2. A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court; or
3. Documentation from a medical professional, domestic violence advocate, health-care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

The District will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

The length of unpaid leave an employee may take is limited to the twelve (12) weeks provided for in the federal Family and Medical Leave Act of 1993.

T. Organ Donor Leave

Employees will be granted up to thirty (30) days of time off for organ donation. Employees wishing to take time off for organ donation must provide written certification from a health care provider stating that the employee is an organ donor and that there is a medical necessity for the donation.

Employees will be required to use fifteen (15) days of accrued sick leave and vacation during organ donation leave. If the employee does not have fifteen (15) days of accrued sick leave and vacation leave is not sufficient to provide pay for his or her leave, the employee must exhaust the accrued paid time off. The District will pay the employee for all remaining organ donor leave, up to a maximum of thirty (30) days.

The District will continue the employee's health insurance benefits while the employee is on paid organ donor leave. Vacation, sick leave, and holiday benefits will continue to accrue while the employee is on paid leave.

U. Bone Marrow Donation Leave

Employees will be granted up to five (5) days of time off to donate bone marrow. Employees wishing to take time off to donate bone marrow must provide written certification from a health care provider stating that the employee is a bone marrow donor and that there is a medical necessity for the donation.

Employees will be required to use accrued sick leave and vacation during bone marrow donation leave. If the employee's accrued sick leave and vacation is not sufficient to provide pay for the bone marrow donation leave, the employee must exhaust all accrued paid time off. The employee will be paid for all remaining bone marrow donation leave, up to a maximum of five (5) days.

The District will continue your health insurance benefits while you are on paid bone marrow donation leave. Vacation, sick leave, and holiday benefits will continue to accrue while the employee is on paid leave.

V. School Activities Leave

Employees are encouraged to participate in the school activities of their child(ren). The absence is subject to all of the following conditions:

1. Parents, guardians, or grandparents having custody of one or more children in kindergarten or grades one to twelve may take time off for a school activity;
2. The time off for school activity participation cannot exceed eight hours in any calendar month, or a total of forty (40) hours each school year;
3. Employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor, and time off must be approved by their supervisor or Department Manager;
4. If both parents are employed by the District, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her department manager;
5. Such time off shall be without pay unless the employee chooses to use Personal Time Leave and receive compensation; and
6. Employees must provide their supervisor with documentation from the school verifying that the employee participated in a school activity on the day of the absence for that purpose.

W. Suspension

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. Such time shall be unpaid unless the

employee chooses to use Personal Time Leave. No discriminatory action will be taken against an employee who takes time off for this purpose.

X. Returning to Work from a Leave of Absence

While an employee is on a leave of absence, an effort will be made to hold the employee's position open for a maximum of twelve (12) weeks or as required by law. Due to business needs, there will be times when positions cannot be held open. Accordingly, it is not possible to guarantee reinstatement following each leave of absence.

In the event that an employee's former position cannot be held open and is unavailable when the employee is ready to return in a timely manner from an approved leave, an effort will be made to place the employee in a comparable position for which the employee is qualified. If this comparable position is at a lower salary than the previous position, the returning employee will be paid at the lower salary. Employees who do not accept such a position offered by the District will be considered to have voluntarily resigned, effective the date the refusal is made.

Employees taking leave should discuss the right to reinstatement with their supervisors before leave is taken.

Y. Benefits During Unpaid Leave of Absence

An employee on an unpaid leave of absence does not accrue Personal Time Leave benefits. The period that an employee is on unpaid leave of absence is not considered time worked for purposes of determining eligibility for or the amount of any benefit provided by the District, unless required by law or policy. When an employee returns from an unpaid leave of absence, the eligibility and accrual dates for all benefits for which the employee is eligible will be adjusted to reflect the period of such leave. If a paid holiday falls during the period an employee is on an unpaid leave of absence, the employee will not be eligible for holiday pay.

Z. Transfer of Leave Credits

Upon request of an employee and upon approval of the District Administrator, or designee, Personal Time Leave credits can be transferred from one or more employees to another employee when the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's child, step-child, adopted child, parent, spouse, domestic partner spouse's or domestic partner's parent, brother, sister, or other person residing in the immediate household.

The following regulations apply to transfer of leave credit:

1. The receiving employee must have exhausted all leave credits.
2. The donations must be a minimum of ½ day (four hours) and will be credited as Personal Time Leave.

3. Transfer of credits may be across departmental lines.
4. A maximum of 75% of accrued Personal Time Leave time may be donated.
5. All donations of Personal Time Leave shall be anonymous.

5.4. Holidays

- A. All full-time employees of the District shall be entitled to the following twelve holidays per year with pay:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Fourth of July (observed)
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

When a holiday falls on a Sunday, the District will observe the holiday on Monday. When the holiday falls on a Saturday, the District shall observe the holiday on Friday.

An employee is only eligible for Holiday Pay if he or she is available for work on his or her scheduled workdays immediately preceding and following the holiday, i.e., not on Personal Time Leave or leave of absence for any reason. The District Administrator may use discretion when enforcing this policy.

Full-time employees who are scheduled to work on District holidays will receive eight (8) hours of holiday pay, plus straight time at the regular pay rate for the number of hours worked on the holiday. For example, if eight (8) hours were worked on the holiday, the employee would receive eight (8) hours of holiday pay, plus eight (8) hours of regular pay.

The Supervisor and the employee may agree to substitute one (1) alternate day off during the same pay period in lieu of the holiday. Time worked on the holiday would be paid at straight time. For example, if eight (8) hours were worked on the holiday and substituted for an alternate eight-hour day, the net effect would be eight (8) hours paid time and eight (8) hours off.

- B. For each holiday listed above, Regular Part-time Employees who meet and maintain the twenty to twenty-nine (20-29) or thirty to thirty-nine (30-39) average hours worked per week requirement receive holiday pay for the average daily

hours worked. The average daily hours worked is calculated by using the number of hours the employee worked during the most recent two pay periods, based upon a five-day workweek. (I.e., total hours worked divided by twenty days equals average daily hours.) A maximum of eight hours per holiday may be earned. This becomes effective after the employee successfully completes the probationary period and meets the minimum hours worked per week requirement.

5.5. Health Benefits : See Appendix A

OTHER BENEFITS

A. Workers' Compensation Benefits

The District provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include:

1. Medical care;
2. Cash benefits, tax free, to replace lost wages; and
3. Vocational rehabilitation to help qualified injured employees return to suitable employment.

Employees need to do the following to ensure that they receive any workers' compensation benefits to which they may be entitled:

4. Immediately report any work-related injury to their supervisor; failure to do so shall be considered cause for personnel action;
5. Seek medical treatment and follow-up care if required;
6. Complete a written Employee's Claim Form (DWC Form 1) and return it to their supervisor or Department Manager; and
7. Provide the District with a certification from their health care provider regarding the need for workers' compensation disability leave, as well as the eventual ability to return to work from the leave.

Workers Compensation leave falls under the Family/Medical Leave guidelines and consequently such time runs concurrently with the maximum periods of the state and federal program.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to the same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave

would have been laid off had he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the District's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee will not be entitled to reinstatement.

1. District Provided Health Care Provider for Work-Related Injuries

The District provides medical treatment for work-related injuries through Sutter Occupational Health.

Employees who are injured in a work-related incident will be referred to Sutter Occupational Health for medical treatment for up to 30 days, unless prior to a work-related injury, the District has received from the employee a written notice that the employee wishes to be treated by his or her own health care provider. In all cases, employees may seek treatment from their own health care provider after thirty (30) days, should they so desire.

Only in cases of extreme emergency, or when Sutter Occupational Health is closed, should the employee go directly to Auburn Faith Hospital or Sierra Doctors' Medical Clinic. If this is done, the employee should leave a voicemail message at the District Office with details of the accident and actions taken.

It is the employee's responsibility to notify the doctor or hospital that the treatment being requested is a result of a work-related injury. The employee is responsible for adherence to all requirements of the Workers' Compensation Insurance program.

The law requires that the District notify its workers' compensation insurance company of any concerns of false or fraudulent claims.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. A violation of this law is punishable by imprisonment for one to five years, or by a fine not exceeding \$50,000 or double the value of the fraud, whichever is greater, or both. Additional civil penalties may also apply.

2. Return to Work Program - Temporary Modified Duty Program

The policy of District is to provide the safe environment, training and tools necessary to ensure all work is performed safely. The District's Safety Program is designed to protect all workers from occupational injuries and illnesses but accidents may sometimes occur. When they do, the District will make every effort to ensure that injured workers receive prompt, qualified medical care and all statutory benefits accorded them by the District's Workers' Compensation system. The District will assist workers injured on the job with a recovery program so they may return to work with minimal emotional and financial

disruption. Imperative to this policy is employees following conscientious safety practices to ensure maximum effectiveness of the Safety Program at the District.

In keeping with these goals, the District will attempt to provide work tasks which can accommodate the physical restrictions of people who are injured on the job so they may continue to work as soon as possible following an injury. This Return to Work Program is accomplished through our Temporary Modified Duty Program.

The Temporary Modified Duty Program may be utilized for a period of up to six (6) weeks. During that time frame, employees are asked to do only those tasks their health care provider has determined can be accomplished without risking additional injury. Every effort will be made to structure alternative tasks to meet the physical preclusion of the individual injured worker. If the employee fails to comply with the health care provider's stated restrictions and treatment for the modified duty, the temporary modified duty status will be withdrawn by the District, and the Workers' Compensation carrier shall be notified of the employee's change in status. If, after the six-week temporary modified duty period, the employee cannot return to his or her prior position on a full duty basis, the job will be posted as an available job opportunity.

The District reserves the right to assign, or not assign, a restricted duty position. It is understood that this practice lies solely at the discretion of the District. Restricted duty assignments are not intended to be long term, or consecutive in nature. Seniority will not be used in determining assignments or their availability. In the event an employee refuses to perform a restricted duty assignment or to submit to a second opinion evaluation, the District will contact the Workers' Compensation carrier and may cease all benefits.

B. Non –Work Related Activities and Programs

The District or its insurer are not liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

C. Retirement Benefits: See Appendix A

D. Disability Insurance

Each employee contributes to the State of California to provide disability insurance mandated by the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance is payable when an employee cannot work because of illness or injury not caused by employment at the District or when the employee is entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability are available from the State of California Employment Development Department.

E. Unemployment Compensation

The District contributes each year to the California Unemployment Insurance Fund on behalf of its employees.

F. Employee Discounts

The following employee program discounts are available:

1. Facilities: Full-time employees shall receive a twenty-five percent (25%) discount on rentals at the C level rate. Part-time employees shall receive a fifteen (15%) discount on rentals at the C level.
2. Classes: Full-time employees and their dependents must pay fifty percent (50%) or the instructor's portion of classes, whichever is more, on a space available status only. In classes where enrollment is limited, the employee must pay the regular fee in order to reserve a space, or wait until the first day of the class and pay the reduced fee, if space is still available.
3. Classes: Part-time and seasonal employees and their dependents must pay seventy-five percent (75%) (25% discount) or the instructor's portion of classes, whichever is more, on a space available status only. In classes where enrollment is limited, the employee must pay the regular fee in order to reserve a space, or wait until the first day of the class and pay the reduced fee, if space is still available.
4. Other programs: Full-time or regularly scheduled part-time employees who wish to enroll their children in day camp or discovery club will be allowed to enroll at a fifty percent (50%) discount. (Seasonal and temporary employees are excluded from this discount.) All registration fees, enrichment activity costs within the program and extra fees for minimum days are at full price.
5. Recreational Swim: All employees and their families will be entitled to "free" admission to the Marsha Skinner Memorial/Sierra and Placer Hills Pools. A list of eligible staff and family members will be maintained at each pool.
6. There will be no Out of District charges for all employees who reside outside of the District.

G. External Employee Education

Some employees may need to attend training programs, seminars, conferences, lectures, meetings, classes, courses or other outside activities for the benefit of the District or the individual employees if the training directly relates to the employees' job responsibilities. Attendance at such activities, whether mandated by the District or requested by the individual employee, requires written approval of the District Administrator. An

employee wishing to attend any of the activities listed above must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance.

For attendance at events required or authorized by the District, customary and reasonable expenses will be reimbursed upon submission of proper receipts and advanced approval of the District Administrator. Acceptable (reimbursable) expenses generally include registration fees, materials, meals, transportation, and parking.

Time spent in attendance at authorized outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

Neither reimbursement nor credit for time in attendance shall be provided for an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions may lead to improved job performance. While the District generally encourages all employees to improve their knowledge, job skills, and qualifications, such activities do not qualify for reimbursement or compensation under this policy unless prior written approval is obtained.

H. Promoting Healthy Bodies

The District's mission is to promote activities that enrich the lives of our citizens and employees. As such, the District encourages all employees to join a health club/gym that offers those types of activities that promote cardiac health, weight loss, weight maintenance, aerobics, etc. The District will contribute fifty percent (50%) of membership dues (up to a maximum of \$25.00 per month, or \$300 per year) for "employee only" memberships for employees who are twenty (20) plus hours a week employees, at a licensed, full service health club. Employees must pay for their membership in full and present a receipt to the accounting department for reimbursement.

ARTICLE VI

Personnel Actions

Discipline of represented employees shall be as outlined in the MOU between the District and Local 39. All other District employees will be subject to discipline under the following procedures:

6.1. Notice Period

The District Administrator may take disciplinary action against any non-probationary employee for just cause. Written notice of the proposed disciplinary action shall be provided prior to the effective date of the proposed action. The notice will be given personally or by certified mail and must include:

- (1) a statement of the nature of the proposed disciplinary action;
- (2) the effective date of the action;
- (3) a statement in ordinary and concise language of the acts or omissions upon which the causes are based; and
- (4) a statement advising the employee of his/her right to respond, either orally or in writing, and a deadline for that response.

Employees have, upon request, the right to view any documentation used to support the disciplinary notice. However, this right does not limit the right of the District Administrator to use any subsequently acquired information and materials in the case of an appeal or in any subsequent proceeding.

Employees have the right to respond to the District Administrator, either orally or in writing, in order to present such reasons, statements or other materials as to why the proposed disciplinary action should not be taken. The District Administrator will consider an employee's response before taking final action. The District Administrator's final action shall be in writing and provided to the employee.

During the notice period, the employee may remain on active duty unless circumstances are such that his/her retention on active duty status may be detrimental to the interests of the District or to the employee. The District Administrator may, in his/her discretion, temporarily assign the employee to other duties or place the employee on paid administrative leave during the notice period.

6.2. Action

Disciplinary action becomes effective upon execution of a written order by the District Administrator at the end of the Notice period. Employees have the right to appeal the final

action to the Board. Any such appeal must be made, in writing, within five (5) business days from the date the District Administrator's order is received.

6.3. Appeal

The Board, or its designee, shall schedule an open session hearing within thirty (30) days of submission of a timely appeal. The Board may modify, revoke or sustain the District Administrator's order. The Board's decision shall be rendered in writing not later than thirty (30) days following the close of the hearing. The Board's decision shall be final.

APPENDIX A

A. Personal Time Leave

Personal Time Leave is leave which may be used for either illness or vacation and shall be calculated as follows:

1. **0-6 months of employment:** no Personal Time Leave may be taken.
2. **Date of Hire to end of Second (2nd) year:**

Non-Exempt Employee - .0635/hr. or 132 hours/year, with a cap of 452 hours.

Exempt Employee - .08654/hr. or 180 hours/year, with a cap of 452 hours.
3. **Beginning of third (3rd) year to end of fifth (5th) year:**

Non-Exempt Employee - .0846/hr. or 176 hours/year, with a cap of 496 hours.

Exempt Employee - .10769/hr. or 224 hours/year, with a cap of 496 hours.
4. **Beginning of sixth (6th) year to end of tenth (10th) year:**

Non-Exempt Employee - .1038/hr. or 216 hours/year, with a cap of 536 hours.

Exempt Employee - .12692/hr. or 264 hours/year, with a cap of 536 hours.
5. **Beginning of eleventh (11th) year and forward:**

Non-Exempt Employee - .1231/hr. or 256 hours/year, with a cap of 576 hours.

Exempt Employee - .14618/hr. or 304 hours/year, with a cap of 576 hours.
6. **Beginning of the Sixteenth (16th) year and forward:**

Non-Exempt Employee - .1423/hr. or (296) hours/year with a cap of 616 hours.

Exempt Employee - .1654/hr. or 344 hours/year with a cap of 616 hours.

Employees hired after June 30, 2014

1. **0-6 months of employment:** no Personal Time Leave may be taken.
2. **Date of Hire to end of Second (2nd) year:**

Non-Exempt Employee - .04763/hr. or 99 hours/year, with a cap of 339 hours.

Exempt Employee - .065/hr. or 135 hours/year, with a cap of 339 hours.
3. **Beginning of third (3rd) year to end of fifth (5th) year:**

Non-Exempt Employee - .0635/hr. or 132 hours/year, with a cap of 372 hours.

Exempt Employee - .0808/hr. or 168 hours/year, with a cap of 372 hours.
4. **Beginning of sixth (6th) year to end of tenth (10th) year:**

Non-Exempt Employee - .0779/hr. or 162 hours/year, with a cap of 402 hours.

Exempt Employee - .0952/hr. or 198 hours/year, with a cap of 402 hours.
5. **Beginning of eleventh (11th) year and forward:**

Non-Exempt Employee - .09233/hr. or 192 hours/year, with a cap of 432 hours.

Exempt Employee - .1096/hr. or 228 hours/year, with a cap of 432 hours.
6. **Beginning of the Sixteenth (16th) year and forward:**

Non-Exempt Employee - .1067/hr. or (222) hours/year with a cap of 462 hours.

Exempt Employee - .1241/hr. or 258 hours/year with a cap of 462 hours.

Accrual depends upon employment status and years of active service. Active service commences with an employee's first day of work and continues thereafter unless broken by an absence without pay, a leave of absence, or termination of employment. Part-time employees accrue

Personal Time Leave on a pro rata basis. Employees on unpaid leave and seasonal or temporary employees do not accrue Personal Time Leave. An employee may not use paid time off before its accrual.

Personal Time Leave accrual is capped. When an employee accrues Personal Time Leave in excess of 320 hours (240 hours if hired after June 30, 2014) beyond the number of hours which that employee can earn during one year, the employee shall cease accruing Personal Time Leave until he or she has used sufficient time to reduce it to the cap. For example, if a seventh (7th) year employee ends the year with 536 hours, he/she will not accrue any additional Personal Time Leave until he/she has used some hours. If during the first month the employee uses 80 hours, he/she shall then begin accruing hours until he/she is once again at 536 hours. The District does not grant retroactive compensation for any period of time during which employee was unable to accrue Personal Time Leave because his or her Personal Time Leave had reached capacity.

Accrual depends upon employment status and years of active service. Active service commences with an employee's first day of work and continues thereafter unless broken by an absence without pay, a leave of absence, or termination of employment. Part-time employees accrue Personal Time Leave on a pro rata basis. Employees on unpaid leave and seasonal or temporary employees do not accrue Personal Time Leave. An employee may not use paid time off before its accrual.

Personal Time Off Buy-Out: The District will allow employees to buy out PTO time on the following conditions:

1. Employee may only buy PTO time down to eighty (80) hours.
2. Employees will be allowed to buy down PTO twice per year, June 1st and December 1st of each year.
3. The buy down rate will be one day of PTO time for each day bought out. PTO time may only be bought out in 8 hour increments.

Upon leaving employment with the District, Personal Time Leave will be paid out based on the amount accrued as of the date of termination of employment. It shall be paid at the employee's then-current hourly rate."

Personal Time Leave may be taken any time after six (6) months of employment, whenever work schedules permit. An employee wishing to use Personal Time Leave should request such time at least two (2) weeks in advance from his or her department manager. All Personal Time Leave must be approved by the department manager and/or the District Administrator. Due to the seasonal operational requirements of the District, Personal Time Leave may not be used by more than one departmental employee at a time unless approved by the department manager. Unless agreed and voted upon by a department, the following will apply: when two or more employees on the same shift request the same personal leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred Personal Time Leave on a first-come, first serve basis. In order to give all employees the opportunity to take Personal Time Leave in preferred seasons, seniority "bumping" is allowed one time per year, per employee.

The District Administrator or designee shall make final determinations and must approve employee Personal Time Leave schedules in advance.

Personal Time Leave used as sick time is subject to the following rules:

1. The District, through the District Administrator, reserves the right to require medical evidence of illness and/or medical certification of fitness for duty to return to work whenever an employee misses work due to an illness, injury or disability. The District may withhold Personal Time Leave if it suspects that Personal Time Leave has been misused.
2. Personal Time Leave used for illness, injury, or disability that results in an absence of more than three (3) consecutive days may require that the employee bring a doctor's note to excuse such absence as well as release the employee for full duty.
3. The District will not tolerate abuse or misuse of the Personal Time Leave privilege.

B. Medical Health Insurance Benefits

Each employee should consult the applicable Insurance Provider information packet for more detailed information concerning eligibility, co-payments, other charges, and benefits. Employees are required to meet all co-payment requirements and regulations of the Insurance Provider.

The District provides a comprehensive medical insurance plan for eligible employees and their dependents. In the event of an increase in medical insurance premium rates, all employees may be required to contribute to the cost of increased premiums to retain coverage. Details about medical insurance coverage are available in a separate publication distributed by the Administrative Services Manager.

Medical insurance benefits become effective on the first day of the month following the first full month of continuous service. Coverage is available for full-time employees and their dependents and for regular part-time employees who work an average of thirty (30) hours per week and their dependents. Part-time employees who average less than thirty (30) hours per week, seasonal employees, temporary employees, on-call employees, volunteers and independent contractors are ineligible for medical benefits.

The District contribution is made in accordance with the allowable rate as allocated by current union agreements and policies adopted by the Board of Directors.

Open Enrollment

An employee may change providers or coverage once a year during the December open enrollment period. Employees experiencing a change in family status may change benefits to reflect this change at any time during the year.

HEALTH AND WELFARE BENEFITS DETAIL

The District shall provide two types of medical coverage for all eligible employees:

- A. Kaiser H.S.A 0/2000 deductible plan (main plan)
- B. Kaiser HMO 30 co-pay plan (alternative plan)

Additionally:

1. The District's main medical plan is H.S.A coverage and the HMO 30 plan is the alternative coverage.
2. Beginning on December 1, 2014, any and all increases in medical insurance premiums exceeding 8% shall be borne equally by the District and by the employee.
3. Due to open enrollment restrictions, any employee wishing to change plans from one type of coverage to another shall be allowed to do so only during the December 2014 open enrollment period. Until open enrollment in December of 2014, the plans shall remain in place as is.
4. The District began offering Health Savings Accounts (HSA) for all employees beginning with open enrollment on June 1, 2008. The District will contribute 50% of the premium differential for the HSA to a debit card based HSA program. For calculation purposes, the premium differential will be based on the premium of the Kaiser HMO \$30 Co-Pay Plan. The District reserves the right to change medical insurance coverage to an H.S.A only program at any time and to modify its contribution rate towards the debit card based H.S.A program.
5. The District will pay a maximum of \$550.00 per month for the following benefits for eligible full-time employees in accordance to District Personnel Policy and the District's insurance contracts.
 - a. Employee only medical insurance premium, and
 - b. Employee only dental insurance premium, and
 - c. Employee only life insurance premium.

If the total premiums do not reach the maximum amount of \$550.00 per month for the above benefits, any remaining amount of the \$550.00 per month can be used only for spouse and/or dependent's medical insurance premium, in accordance to District Personnel Policy and the District's insurance contracts.

If an employee elects medical insurance coverage for a spouse and/or dependent(s) and the premium exceeds \$550.00 per month, when combined with coverage's 1.a, 1 and 2 as listed above, the District and the employee will each pay fifty percent (50%) of the amount exceeding the \$550.00 per month cap. The employee portion for said coverage shall be in accordance with the following limits:

The maximum employee contribution per month for the above coverage shall not exceed \$300.00 per month, not inclusive of the equal split of increased annual health insurance premiums. All employees are subject to the equal split of increased premiums regardless of contribution, if any, that the employee is responsible for.

6. The District will pay the amount of the monthly premiums for the following benefits for eligible full-time employees, in accordance to District Personnel Policy and the District's insurance contracts, for employees whose plans exceed the \$550.00 per month maximum for employee only insurance coverage for the following:
 1. Employee only medical insurance premium for the least expensive plan offered by the District, and;
 2. Employee only dental insurance premium, and;
 3. Employee only life insurance premium.

In the event of choosing an alternate insurance plan as allowed by the District's insurance contracts, the employee will pay any premium amount exceeding the amount of the least expensive plan offered by the District.

7. Employees will pay all costs for the following:
 1. Spouse and/or dependent dental insurance.

Employees hired after March 31, 2014:

- a. The District will pay for the following benefits for eligible full time employees in accordance with District Personnel Policy and the District's insurance contracts.
 1. Employee only medical insurance premium, and
 2. Employee only dental insurance premium, and
 3. Employee only life insurance premium.
- b. The District will provide the Kaiser Foundation Health Savings Account Plan only.
- c. Employees will pay all costs for the following:
 1. Spouse and/or dependent medical insurance premiums;
 2. Spouse and/or dependent dental insurance;

3. Spouse and/or dependent life insurance.
 4. All other elective insurance coverage.
- d. The District began offering Health Savings Accounts (HSA) for all employees beginning with open enrollment on June 1, 2008. The District will contribute 50% of the premium differential for the HSA to a debit card based HSA program. For calculation purposes, the premium differential will be based on the premium of the Kaiser \$30 Co-Pay Plan. The District reserves the right to change medical insurance coverage to an HSA only program at any time, and to modify its contribution rate towards the debit card based HSA program.

Beginning on December 1, 2014, any and all increases in medical insurance premiums shall be borne equally by the District and by the employees.

ELIGIBLE PART TIME EMPLOYEES (30-39 HOURS)

Part-time eligible employee will pay twenty-five percent (25%) of the monthly premium for the employee only medical insurance premium. The part-time eligible employee will pay for all costs for spouse and/or dependent medical insurance premiums.

1. For purposes of calculating insurance coverage of part time employee's if the employee is on Disability, Workers Compensation, or medical Leave for at least one (1) week, that period of time away from the District for medical reasons will not be used in averaging hours during a twelve (12) month period.
2. For premiums exceeding the maximum amount as allowed by the tentative union agreement, an employee may elect to participate in the District's Cafeteria 125 Plan, and any applicable premiums may be deducted from the employee's paycheck.
3. Part time employees who average less than 30 hours per week, seasonal employees, temporary employees, on call employees, volunteers and independent contractors are ineligible for medical benefits.

C. DENTAL INSURANCE BENEFIT

The District offers group dental insurance coverage for full-time employees. Part-time employees, seasonal employees, temporary employees, on-call employees, volunteers and independent contractors are ineligible for dental benefits.

Dental insurance benefits become effective on the first day of the month following one full month of continuous service. The District will contribute to

dental insurance benefits premiums for full-time employees in accordance with the allowable rate as allocated by current union agreements and policies adopted by the Board of Directors. A full-time employee may elect optional coverage for dependents.

D. Life Insurance Benefits

The District will provide a limited Life Insurance Policy for all full-time employees. Part-time, seasonal employees, temporary employees, on-call employees, volunteers and independent contractors are not eligible for life insurance benefits.

E. COBRA Continuation of Benefits

Information will be provided to all employees enrolled in the medical and dental insurance programs upon loss of eligibility for benefits, concerning options for extending insurance coverage for a limited period of time in accordance with both federal and state law. Under COBRA, the employee is responsible for payment of the cost of all premiums. The District has the right to charge employees a two percent (2%) fee for administrative costs.

F. Retirement Benefits

Social Security is an important part of every employee's retirement benefit. The District pays a matching contribution to each employee's Social Security taxes.

The District also participates in the California Public Employee Retirement System (CalPERS). According to guidelines established by CalPERS, all eligible employees must participate in this program. Contributions to CalPERS will be made by the District and by the employee in accordance to the guidelines established in the contracts and resolutions between the District and CalPERS, and in accordance with current union agreements and policies adopted by the Board of Directors.

Employees hired after June 30, 2014, should see the Administrative Services Manager for the current percentage rate (rate varies each year and is determined by CalPERS).

In 2013, the State of California passed a law mandating that all new government employees share fifty percent (50%) of CalPERS retirement premiums, up to a cap of seven percent (7%) for employees hired before January 1, 2013 and six and one half percent (6.5%) for employees hired after January 1, 2013. It was also recommended that existing government employees share fifty percent (50%) of CalPERS retirement premiums within five (5) years.

For employees hired prior to January of 2013, beginning on July 1, 2014, the District will begin implementing this employee sharing of CalPERS retirement costs as follows:

July 1, 2014 a pre-tax deduction of three percent (3%) shall be reflected on all employee payroll checks and contributed to their CalPERS account.

April 1, 2015 an additional pre-tax deduction of two percent (2%) shall be reflected on all employee payroll checks and contributed to their CalPERS account.

April 1, 2016 an additional pre-tax deduction of two percent (2%) shall be reflected on all employee payroll checks and contributed to their CalPERS account.

Refer to the CalPERS literature for a complete description of eligibility and services. You may obtain this information from the Administrative Services Manager.

The District also provides a Section 457 deferred compensation plan for eligible employees. The District will match up to \$250 per year for full time employees towards the 457 deferred compensation plan. Part time employees will be eligible for seventy-five (75%) of the matching funds, or \$187.50. This matching benefit will be reviewed annually and will only be available if the Board of Directors determines it is reasonable within the District's budgetary restrictions. For information regarding eligibility, contributions and benefits contact the Administrative Services Manager. All eligible participants will receive a summary document.

Item 8.5 Cover sheet – Resolution #2014-21: Changes to Conflict of Interest Policy

Auburn Area Recreation and Park District (ARD) Policy Committee meeting August, 2014; ARD Board of Director’s meeting August, 2014

The Issue

Shall the Auburn Area Recreation and Park District (ARD) adopt Resolution #2014-21, updating and amending its Conflict of Interest Code?

Background

Every two years, local agencies receive a request from Placer County to update their Conflict of Interest Code. This information eventually is sent to the California Fair Political Practices Commission. See the attached documents labeled “2014 Local Agency Biennial Notice”.

ARD staff reviewed its Conflict of Interest Code and noted that it had not been updated in several years (8+). Staff had the Conflict of Interest Code reviewed by the District’s attorney. The updated code is attached and associated resolution is attached.

It should also be noted that the Conflict of Interest Code will be removed from the District’s Policy Manual (Section V).

Recommendation for the Board of Directors

Review and approve Resolution #2014-21 and the updated Conflict of Interest Code.

The ARD Policy Committee reviewed and forward Resolution #2014-21 and the updated Conflict of Interest Code and forwarded to the Board with a positive recommendation.

Fiscal Impact

The costs to review and update this Conflict of Interest Code is approximately \$1,000 (legal fees).

Attachments

2014 Local Agency Biennial Notice
Resolution #2014-21 and updated Conflict of Interest Code

RESOLUTION NO. 2014-21

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE AUBURN AREA RECREATION AND PARK DISTRICT
ADOPTING A CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act, Government Code sections 81000, et seq., requires every state or local government agency to adopt and promulgate a conflict of interest code and to update such code every five years; and

WHEREAS, the Auburn Area Recreation and Park District (“District”) must update its conflict of interest code that is currently enacted in Section "V" of the District's Policies and Procedures Manual; and

WHEREAS, the Fair Political Practices Commission (“FPPC”) has adopted a regulation, 2 California Code of Regulations section 18730, setting forth the terms of a standard model conflict of interest code, which can be incorporated by reference, and which will be amended from time-to-time by the FPPC to conform to any amendments in the Political Reform Act after public notice and hearing pursuant to the Administrative Procedures Act, Government Code sections 11370, et seq.; and

WHEREAS, incorporation by reference of the terms of regulation 2 California Code of Regulations section 18730, and any amendments to it, as the District's conflict of interest code will minimize the actions required to keep the District's conflict of interest code in conformity with state statutes and regulations.

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

Section 1. The terms of 2 California Code of Regulations section 18730, and any amendments to it that may be duly adopted from time-to-time by the FPPC, are hereby adopted by reference as the Conflict of Interest Code of the District.

Section 2. The list of designated employees/positions and disclosure categories attached hereto as Appendix “A” are hereby adopted as the Appendix of designated employees and disclosure categories referred to in 2 California Code of Regulations section 18730(b)(2).

Section 3. This conflict of interest code shall become effective upon the date of its approval by the Placer County Board of Supervisors, or designee, which is the code reviewing body for the Authority pursuant to Government Code section 82011(b).

Section 4. Designated employees shall file statements of economic interest with the Secretary of the District. Upon receipt of the statements of the Board Members, the District shall make and retain copies and forward the originals of these statements to the Clerk of the County of Placer. Statements for all other designated employees will be retained by the District as permanent public records.

Section 5. Section "V" of the District's Policies and Procedures Manual is hereby repealed.

The foregoing resolution was duly **PASSED and ADOPTED** at a meeting of the Board of Directors of the Auburn Area Recreation and Park District held on _____, 2014, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

Attachment: Appendix "A"

Scott Holbrook
Vice Chairman, Board of Directors

ATTEST:

Patricia B. Larson
Secretary, Board of Directors

**APPENDIX “A”
TO THE AUBURN AREA RECREATION AND PARK DISTRICT
CONFLICT OF INTEREST CODE**

I. Disclosure and Disqualification Requirements. The disclosure and disqualification requirements for employees and individuals occupying the positions designated below shall be as set forth by regulation of the Fair Political Practices Commission (Title 2, California Code of Regulations, Section 18730, hereafter “Section 18730”), as Section 18730 may be amended by the Fair Political Practices Commission from time-to-time.

II. Designated Employees/Positions. The employees/positions listed below constitute the list of designated employees/positions that are required to complete a Statement of Economic Interests (Fair Political Practices Commission Form 700). The individual occupying each position is deemed to make, or participate in the making of, decisions that may have a material effect on a financial interest of that individual. The individuals occupying the designated positions shall disclose their economic interests in accordance with the corresponding disclosure categories, defined in Appendix “A”.

Designated Employees/Positions	Disclosure Category
Members of the Board of Directors	1
District Administrator	1
Administrative Services Manager	2
Recreation Services Manager	2
Youth Services Manager	2
Customer Service/Marketing Manager	2
Landscape Architect	2
Facilities and Grounds Supervisor	2
Consultants ¹	1

III. Disclosure Categories - Defined.

(CATEGORY 1)

Persons in Category 1 shall disclose all interests in real property which are located entirely or partly within District boundaries or within two miles of District boundaries, or of any land owned or used by the District. Such interests includes any leasehold, beneficial or ownership interest, or option to acquire such interest in real property.

¹ Consultants shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation: The Chairman of the Board may determine in writing that a particular Consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope, and thus, is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Chairman of the Board’s determination is public record and shall be retained for public inspection in the same manner as this Conflict of Interest Code. Consultants that manage the District’s investments shall file pursuant to Government Code section 87200 et seq.

Persons in Category 1 shall also disclose all investments and business positions in business entities in or income from any sources that: (a) are engaged in the acquisition or disposal of real property in the District; (b) are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the District; or (c) manufacture of sell supplies, books, machinery or equipment of the type used by the District.

(CATEGORY 2)

Persons in Category 2 shall disclose investments or business positions in, or income from, all sources that provide any service or good that is the type used by the department which the designated person manages or directs.



PLACER COUNTY COUNSEL

175 Fulweiler Avenue
Auburn, California 95603
Telephone: (530) 889-4044
Facsimile: (530) 889-4069

July 9, 2014

Response required by law no later than October 1, 2014

Kahl Muscott
Auburn Area Recreation and Park District
471 Maidu Drive
Auburn, CA 95603-5723

Re: Biennial Agency Conflict of Interest Code Review

Dear Mr. Muscott:

The Political Reform Act requires every local government agency to review its conflict of interest code every two (2) years to determine if it complies with current law, accurately depicts the appropriate list of designated employees and the appropriate disclosure level, and clearly indicates the agency filing officer. If the code does not adequately address these requirements, then the code must be amended. Please find enclosed a notice from the California Fair Political Practices Commission regarding this requirement. The FPPC also holds a workshop for agencies on this topic that is highly recommended.

You are hereby notified that you are to review your code and submit the enclosed notice indicating that either amendments are required or no amendments are necessary, along with a copy of your code, to this office by no later than the statutory deadline of October 1, 2014.

Please note that, as required by law, we will be reviewing mainly for three elements in your Codes and Appendices:

- 1) Designation of Filing Officer;
- 2) Designation of Employees;
- 3) Degree of disclosure required for each employee position.

If these three elements are not clearly designated in your Code or Appendix, we will be asking you to amend them accordingly.

Please use the notice form we have prepared for you. It would be most helpful if you returned the notice and your code as soon as possible, to enable this office to do its work in the most efficient manner possible.

Please do not hesitate to call if you have any questions.

Very truly yours,

PLACER COUNTY COUNSEL'S OFFICE

By Brian R. Wirtz
BRIAN R. WIRTZ
Deputy County Counsel

BRW/kf
Enclosures

2014 Local Agency Biennial Notice

Name of Agency: Auburn Area Recreation & Park District

Mailing Address: 471 Maidu Drive, Auburn, CA 95603

Contact Person: Kahl Muscott Phone No: (530) 885-0611
Ext. 102

E-Mail: kmuscott@auburnrec.com

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (check one box):

An amendment is required. The following amendments are necessary:

(Mark all that apply.)

- Include new positions (including consultants) that must be designated
- Revise disclosure categories
- Revise the titles of existing positions
- Delete positions that no longer make or participate in making governmental decisions
- Other *(describe)* see attachment, Resolution 2014-21 & Appendix "A"

The code is currently under review by the code reviewing body. to The Auburn Area
Rec. & Park Dist.
Conflict of Int. Code.

No amendment is required. (If your code is more than five years old, amendments may be necessary.)

Verification

This agency's conflict of interest code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

Complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2014**, or by the date specified by your agency, if earlier, to:

Brian R. Wirtz
Office of Placer County Counsel
175 Fulweiler Avenue
Auburn, CA 95603



Should You Amend Your Agency's Conflict of Interest Code?

A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700). It is the basis for the transparency that California's Political Reform Act requires of public officials. But how do you know if your agency's code is what it should be? And how do you go about amending it? The information below may help you with these issues.

THINGS TO THINK ABOUT ...

- Is your current code more than five years old?
- Have there been any substantial changes to your agency's organizational structure since the last code was approved?
- Have any positions been eliminated or re-named since the last code was approved?
- Have any new positions been added to your agency since the last code was approved?
- Have there been any substantial changes in duties or responsibilities for any positions since the last code was approved?

If you answered yes to any of these questions, your agency's conflict of interest code will likely need to be amended. Each agency must complete the enclosed Biennial Notice and return it to their code reviewing body no later than October 1, 2014. The code reviewing body will provide further instructions on the code amendment and approval process.

If you have any questions, or you are still not sure if you should amend your agency's conflict of interest code, please consider participating in a free webinar or a seminar at the FPPC. For more information, visit <http://www.fppc.ca.gov/index.php?id=359>.



2014 Biennial Notice for Clerks of the Board of Supervisors, County Clerks, and County Councils

The Political Reform Act requires every local government agency to review its conflict of interest code biennially.

JULY 1, 2014: Notify county agencies and special districts in your jurisdiction to review their conflict of interest codes.

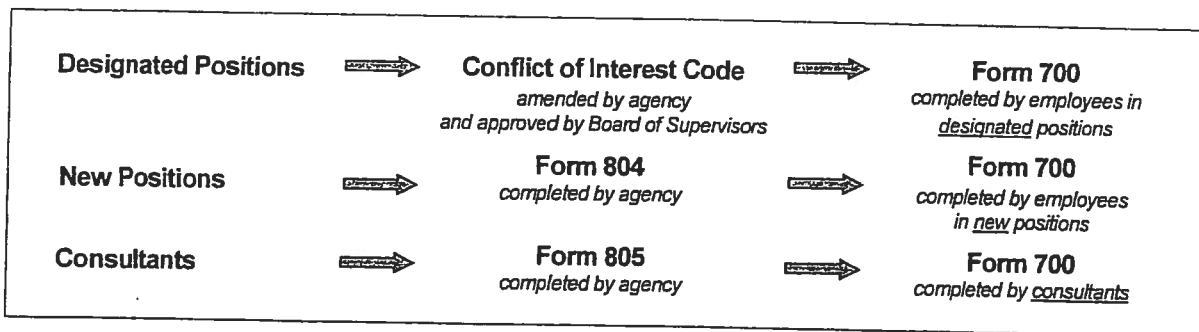
NO LATER THAN OCTOBER 1, 2014: Each agency must submit the biennial notice to the County Board of Supervisors.

Enclosed please find a sample 2014 Local Agency Biennial Notice that you may send to agencies and special districts. **This Biennial Notice is not forwarded to the FPPC.**

Within 90 days, county agencies and special districts must forward any amendments to the Board of Supervisors for approval.

FORMS 804 & 805

The chart below illustrates how the designated positions in the conflict of interest code and Forms 804 and 805 relate to the Form 700 and who completes each form. Forms 804 and 805 may be used to identify new positions and consultants that will make or participate in making governmental decisions on behalf of the agency. These forms are also used to identify the new position's or consultant's disclosure requirements which should conform to the range of their duties.



EXAMPLE 1: An agency hires a new IT Specialist. This is a brand new position, thus not listed in the agency's conflict of interest code. This individual will make decisions on purchasing software so the position must be added to the code. The agency completes and retains the **Form 804** to provide the individual with limited disclosure relating to IT interests. The individual files Form 700 within 30 days of assuming office. The position will be added to the code when it is next amended.

EXAMPLE 2: An agency hires a firm to prepare an environmental impact report ("EIR") on airport expansion. It is determined that the consultant assigned to the project will participate in the decisions concerning where expansion may occur. The consultant who will prepare the EIR (not the consultant's firm) should be assigned a disclosure requirement that reflects the contract's scope of authority. A sample disclosure category in this case might include disclosure of "real property, investments and business positions in business entities, and income from only those sources engaging in air traffic or aviation goods or services." Alternatively, the agency may assign an existing disclosure category, if appropriate. The agency completes and retains the **Form 805** to provide the individual with limited disclosure relating to the appropriate interests. The consultant files Form 700 within 30 days of assuming office.

Item 9.1 Cover sheet – Bell Road Conservation Easement

Auburn Area Recreation and Park District Acquisition and Development Committee August, 2014; ARD Board of Director's meeting, August, 2014

The Issue

A discussion regarding the latest DRAFT version of the Conservation Easement for the Bell Rd. property.

Background

The Stewardship Council's is a private, nonprofit foundation responsible for developing and implementing a land conservation plan for 140,000 + acres of land owned by PG&E. As part of this plan, PG&E made portions of the 140,000 acres available for fee title donation to organizations interested in preserving and enhancing the lands consistent with six Beneficial Public Values (BPV). Those six BPV are:

- Habitat protection
- Preservation of open space
- Outdoor public recreation
- Sustainable forestry
- Agricultural uses
- Cultural and historical resources

ARD applied for fee title donation for a +/- 42 acre parcel of land adjacent to and including Christian Valley Park ("CV site", attached Map 4) and for three parcels that combine to form a +/- 22 acre land area off of Bell Rd. and New Airport Rd. ("Bell Rd. site", attached Map 5). The Stewardship Council Board of Directors has approved ARD's application.

In January 2012, ARD was asked to sign a Letter of Intent to the Stewardship Council. This letter was approved by the ARD Board of Directors.

ARD has been working with staff from PG&E, the Stewardship Council and Placer Land Trust to come to an agreement on documents related to the transfer of land.

The ARD Board of Directors has approved staff with moving forward on the donation of the Christian Valley property. The procedures and paperwork review and approval are moving forward.

The ARD Board of Directors requested that staff continue to work with and negotiate the terms of the Conservation Easement for the Bell Rd. property. Staff has continued to work with representatives from the Stewardship Council and the Placer Land Trust on the language of the Conservation Easement.

A DRAFT Conservation Easement is attached. Of specific interest to ARD are the following items:

Section 2 (M), Page 4: This specifically states that recreational access and use shall be the primary Conservation Value inside the Building Envelope (more on the Building Envelope in Exhibit E).

Section 4.2 (a), Page 5: this specifically describes what improvements can be made to areas outside of the Building Envelope.

Exhibition E (b- Map) and Allowable Activities (3), last two pages of the Conservation Easement: This map gives a conceptual location of the Building Envelope. ARD will have much more flexibility on improvements that can be made in the Building Envelope area. A list of potential improvements can be

found under 3. Allowable Activities. This list includes playgrounds, restrooms and ball fields. It should be noted that the conceptual drawings of possible improvements on the map are for illustration purposes only and do not reflect any approved or reviewed designs.

Recommendation for the Board of Directors

Review the DRAFT Conservation Easement for the Bell Rd. property and provide feedback to staff. When completed, a final version of this Conservation Easement will be brought back to the Board for review and approval.

Fiscal Impact

With the exception of ARD staff time, there are no costs related to reviewing the Bell Rd. Conservation Easement.

Attachments

DRAFT Bell Rd. Conservation Easement

Recorded at the request of, and
when recorded return to:

Placer Land Trust
Attn: Executive Director
11661 Blocker Drive, Suite 110
Auburn, CA 95603

DEED OF CONSERVATION EASEMENT
(ARD Bell Road Property, Placer County)

Commented [JAD1]: ARD can't commit to a name now. Given ARD's potential future renaming of the Property, I think a very generic name in here is the best option.

On this _____ day of _____, the Auburn Area Recreation and Park District, a special district of the State of California, having an address at 471 Maidu Drive, Suite 200, Auburn, CA, 95603 (hereinafter the "Grantor"), for full and fair consideration paid, hereby grant to Placer Land Trust, a California nonprofit public benefit corporation, having an address at 11661 Blocker Drive, Suite 110, Auburn, CA, 95603 (hereinafter the "Grantee") the following described conservation easement (hereinafter the "Easement") on real estate in the County of Placer in the State of California, designated as Placer County Assessor's Parcel Number 052-050-014, and more particularly described in Exhibit A, attached hereto and made a part hereof by reference (hereinafter the "Property"); exclusively for the purpose as follows:

Commented [JAD2]: Date TBD.

1. **PURPOSE.** The purpose of this Easement is as follows (hereinafter the "Purpose"): (a) to ensure that the Property, with the exception of the Building Envelope as described-defined in Recital L herein, will be retained in perpetuity in its natural, scenic, recreational, or open space condition; and (b) to prevent any use of the Property that will significantly impair the Conservation Values as described-defined in Recital F herein. Grantor and Grantee intend that this Easement will confine the use of the Property only to such activities that are consistent with the purposes and terms of this Easement.

As used in this Easement, the term "impair" or "impairment" means to diminish in quantity, quality, value, strength or viability. As used in this Easement, the term "significantly" or "significant," when used with "impair" and "impairment" respectively, means a greater than negligible adverse impact, for more than a transient period.

For the balance of the Property outside the Building Envelope, it is intended that this Easement shall allow uses on the Property that are consistent with the protection and preservation of each of the Conservation Values in harmony with each other. While

permitted actions required or taken to protect and preserve one or more individual Conservation Values may impair, on an individual and stand-alone basis, one or more other Conservation Values. Grantor and Grantee understand that achieving the Purpose requires the preservation and protection, on balance, of all of the Conservation Values actually existing on the Property outside the Building Envelope, to the extent possible. It is recognized that in protecting and/or enhancing one or more of the Conservation Values, another Conservation Value may be impaired, but this is not meant to be a permanent occurrence, nor a reason to re-prioritize one Conservation Value over another.

2. **RECITALS.** The following recitals are incorporated in this Easement.

- A. The Grantor is the sole owner in fee simple of the Property, which consists of approximately 25 acres of undeveloped land.
- B. Grantee is a publicly supported, tax-exempt nonprofit public benefit organization under Section 501(c)(3) and qualified to acquire and hold conservation easements for public benefit under Section 170(h), respectively, of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (hereinafter the “**Internal Revenue Code**”). Grantee is also qualified to acquire and hold conservation easements in California under Sections 815 and 816 of the California Civil Code. Grantee’s primary purpose is the preservation of natural and agricultural land in Placer County.
- C. Pacific Gas and Electric Company, a public utility corporation (hereinafter “**PG&E**”), transferred to Grantor fee title in the Property in accordance with that certain Grant Deed, recorded in the Official Records of the County of ~~Placer~~ on _____, 20__, as Instrument Number _____ (hereinafter the “**Grant Deed**”), attached hereto as Exhibit B and incorporated herein by reference, subject to (1) PG&E’s reservation of certain rights in and to the Property, as set forth in the Grant Deed (hereinafter “**PG&E Reserved Rights**”), and (2) those legally-enforceable third-party rights to use the Property in effect as of the Effective Date, as listed on Exhibit C attached hereto and incorporated herein by reference (hereinafter the “**Existing Third-Party Uses**”).
- D. PG&E transferred fee title to the Property to Grantor in connection with PG&E’s implementation of the “Land Conservation Commitment,” defined below, provided for in the following documents and described more fully below:
 - (a) That certain Settlement Agreement (hereinafter the “**Settlement Agreement**”) as modified and approved by the Public Utilities Commission of the State of California (hereinafter the “**Commission**”) in its Opinion and Order of December 18, 2003 (Decision 03-12-035); and
 - (b) That certain Stipulation Resolving Issues Regarding the Land Conservation Commitment dated September 25, 2003 (hereinafter the “**Stipulation**”).
- E. The Settlement Agreement and the Stipulation (hereinafter, collectively, the “**Governing Documents**”) require PG&E to ensure that approximately 140,000 acres of watershed lands, all located in California and owned by PG&E as of the date the Governing

Commented [JAD3]: Date/Number TBD

Documents were entered into (hereinafter, collectively, the “**Watershed Lands**”), are conserved for a broad range of beneficial public values, including the protection of the natural habitat of fish, wildlife and plants; the preservation of open space; outdoor recreation by the general public; sustainable forestry; agricultural uses; and historic values (hereinafter, collectively, the “**Beneficial Public Values**” or “**BPVs**”). A Land Conservation Commitment constitutes the obligations of PG&E to convey fee title and conservation easements to Watershed Lands, and to protect the Beneficial Public Values of the Watershed Lands, as well as certain other obligations related thereto (hereinafter the “**Land Conservation Commitment**”), as set forth in detail in the Governing Documents.

- F. The Property is included in the Watershed Lands, and contains significant natural ~~and scenic values, and potential future recreational~~ values, of great importance to Grantor, Grantee, the people of Placer County and the State of California. The Property includes the specific Beneficial Public Values identified on Exhibit D attached hereto and incorporated herein by reference (hereinafter, collectively, the “**Conservation Values**”). The Conservation Values are ~~further~~ described in their entirety in the *Baseline Documentation Report for ~~ARI~~ Bell Road Property, Placer County*, dated _____, incorporated by this reference and on file in the office of the Grantee (hereinafter the “**Baseline Documentation Report**”), which consists of reports, maps, photographs, and other documentation that the Grantor and Grantee agree provide, collectively, an accurate representation of the Property and the existing Beneficial Public Values at the time of this Easement and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Easement.
- G. The protection of the Property is consistent with multiple goals and objectives of the State of California. The Legislature of the State of California, as set forth in California Civil Code section 815 et seq., has found and declared it to be the public policy and in the public interest of this state to encourage the preservation of land predominantly in its natural, scenic, agricultural, historical, forested, or open space condition.
- H. The protection of the Property is consistent with the County of Placer’s public policy to “protect and conserve open space, natural resources and agricultural lands throughout the county” and is consistent with the goals of the Placer County General Plan (1994) and the Placer Legacy Open Space and Agricultural Conservation Program (2000).
- I. The Governing Documents require that conservation easements include an express reservation of a right for continued operation and maintenance of hydroelectric facilities and associated water delivery facilities, including, project replacements and improvements required to meet existing and future water delivery requirements for power generation and consumptive water use by existing users, compliance with any Federal Energy Regulatory Commission (hereinafter the “**FERC**”) license, FERC license renewal or other regulatory requirements.

Commented [JAD4]: Name/date TBD

- J. The Governing Documents also include a requirement that conservation easements encumbering Watershed Lands honor existing agreements for economic uses, including consumptive water deliveries.
- K. Pursuant to the Governing Documents, the Pacific Forest and Watershed Lands Stewardship Council, a California nonprofit public benefit corporation (hereinafter the “Stewardship Council”), was created to oversee and carry out the Land Conservation Commitment. Pursuant to the Governing Documents, the Stewardship Council developed a plan for protection of the Watershed Lands for the benefit of the citizens of California (hereinafter the “Land Conservation Plan” or “LCP”). The LCP includes, among other things, objectives to preserve and/or enhance the Beneficial Public Values identified on each parcel of Watershed Lands, including the Property.
- L. Grantor and Grantee each desires through this Easement to ensure the permanent protection of the Conservation Values on the Property, subject to PG&E’s Reserved Rights and the Existing Third-Party Uses, and, with the exception of the Building Envelope, as further described and depicted in Exhibit E, attached hereto and made a part hereof by reference (hereinafter the “Building Envelope”). Grantor and Grantee further intend (a) to honor Existing Third-Party Uses as described in Exhibit C and (b) to continue to permit compatible and beneficial uses of the Property including but not limited to outdoor recreation by the general public.

M. It is intended that within the Building Envelope, recreational access and use shall be the primary Conservation Value, even to the detriment of other Conservation Values within the Building Envelope. While Existing Third-Party Uses do not supersede the Purpose, it is intended that this Easement shall allow uses on the Property that are consistent with the protection and preservation of each of the Conservation Values in harmony with each other. While permitted actions required or taken to protect and preserve one or more individual Conservation Values may impair, on an individual and stand alone basis, one or more other Conservation Values, Landowner and Easement Holder understand that achieving the Purpose requires the preservation and protection, on balance, of all of the Beneficial Public Values actually existing on the Property, to the extent possible. It is recognized that in protecting and/or enhancing one or more of the Conservation Values, another Conservation Value may be impaired, but this is not meant to be a permanent occurrence, nor a reason to re-prioritize one Conservation Value over another. All attempts should be made to balance on a collective basis, the whole Property whenever possible. This Easement prohibits use of the Property for any purpose that would impair, degrade or interfere with the Conservation Values on a collective, not individual basis, taking into account the relative condition and quality of each of the Conservation Values as of the date of this Easement.

N. Grantor and Grantee intend that Grantor’s management of the Property shall further be subject to that certain Management Plan for Bell Road Property, Placer County, dated _____ as it may be amended, an adaptive management document containing specific terms and conditions of that may change over time upon the agreement of Grantor and

Commented [JAD5]: Name/Date TBD.

Grantee, that is and shall always be completely subservient to and consistent with this Easement, located on file at the offices of both Grantor and Grantee, and incorporated by this reference ("Management Plan").

MO. In furtherance of the Land Conservation Commitment and the above-described public policy purposes, Grantor intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity according to the terms and conditions of this Easement.

3. INCORPORATION OF PURPOSE AND RECITALS.

NOW THEREFORE, in consideration of the foregoing Purpose and Recitals, for the benefit of the general public, and pursuant to the laws of the State of California; the Grantor and Grantee have established this Easement on, over, and across the Property consisting of the foregoing Purpose and Recitals and the following terms, covenants, restrictions, conditions, exhibits, and affirmative rights that the Grantor has voluntarily granted to Grantee, which shall run with and bind the Property in perpetuity.

4. RESTRICTIONS AND RESERVED RIGHTS. To further accomplish the Purpose of this Easement, the Grantor and Grantee agree to the following restrictions and reserved rights.

4.1 Subdivision. The Property shall remain in unified ownership, which may be joint or undivided, but without division, subdivision, partition or other legal or *de facto* creation of lots or parcels in separate ownership. The foregoing does not prohibit the lease of all or a portion of the Property if otherwise consistent with the terms of this Easement.

4.2 Development. No new structures, temporary or permanent, may be constructed, located, placed, or installed on the Property, with the following exceptions.

(a) **Recreational and Maintenance Structures and Improvements; Activities Required by Local Jurisdiction.** Grantor reserves to itself and its successors and assigns the following rights and allowable activities outside of the Building Envelope: (1) as specifically allowed and described in the Management Plan, the right to construct, erect, maintain, alter, improve, remove, and replace recreational and maintenance structures and improvements that are necessary to facilitate the recreational use of the Property as part of the Conservation Values, including but not limited to: fences, gates, corrals, ~~shade structures, picnic shelters, picnic tables, benches, interpretive kiosks and displays,~~ hardscape or natural trails, boardwalks and bridges, and (2) if required by a local jurisdiction, the right to construct, erect, maintain, alter, improve, remove, and replace sidewalks, curbs, gutters, sewer and storm water systems along the edges of the Property along Bell Road and New Airport Road, or the right to allow widening of Bell Road and New Airport Road if required by a local jurisdiction.

(b) **Building Envelope.** In addition to the rights and activities described in Section 4.2(a) above, Grantor reserves to itself and its successors and assigns the right to

construct, erect, maintain, alter, improve, remove, and replace structures, improvements, landscaping and irrigation within the Building Envelope, as specifically defined, set forth, and limited by the terms in Exhibit E.

- (c) **Property Signage.** Property signage as required by PG&E, Commission, Stewardship Council. Grantor or Grantee to acknowledge persons or organizations contributing funds or approval for the purchase involved in the creation of the Easement or the protection of the Property is allowed as generally described in the Management Plan. Signs on exterior fence lines deterring trespassing or clarifying allowed or prohibited uses, interpretive and educational signs, directional and informational signs, directional and informational signs, and signs as needed for Americans with Disabilities Act compliance or for public health and safety, are allowed.

4.3 Transfer of Rights. All rights to develop or use the Property that are prohibited or inconsistent with this Easement are extinguished, and cannot be used now or in the future to use or transfer development rights to other land not subject to this Easement, or to permit, entitle or otherwise facilitate increased development density or increased natural resource use or extraction on other land not subject to this Easement.

4.4 Land Use. Land uses that significantly impair the Conservation Values of the Property or are inconsistent with the purpose of this Easement are prohibited. Without limiting the generality of the foregoing, the following land uses and activities on the Property are expressly prohibited:

- (a) **Industrial activity.** Any and all industrial activity on the Property is prohibited.
- (b) **Mining and excavation activity.** Mining and the removal or extraction of soil or minerals from the Property is prohibited. Filling, excavating, draining, dredging, mining, drilling, removing, exploring for or extracting minerals, loam, gravel, soil, rock, sand or other material on or below the surface of the Property, or granting or authorizing surface entry for any of these purposes, is prohibited. However, Grantor reserves the right to permit limited excavation of the surface of the Property to create recreational and maintenance structures and improvements as described in Section 4.2(b) above, or for ecological or scientific research or archaeological investigation, if conducted under then current generally accepted professional standards without adverse impact to the Conservation Values.
- (c) **Commercial activity.** Any and all commercial activity on the Property is prohibited, except for activities that enhance or protect the Conservation Values.
- (d) **Overgrazing.** Overgrazing, as further defined in the Management Plan, is prohibited.
- (e) **Irrigation.** Irrigation outside of the Building Envelope is prohibited, except as necessary to facilitate restoration and enhancement of natural habitat and approved by Grantee.

Commented [JAD6]: I think the SC/ARD enhancement project work will address this a bit more specifically, and so we may need to come back to tweak this section later.

- (f) Off-road motorized vehicles. The use of motorized vehicles off of established road is prohibited, except: (i) if by Grantor or under the Grantor's control for property management, or (ii) if the use of motorized vehicles is by Grantee for the purposes of monitoring and enforcing this Easement and the Management Plan.
- (g) Roads. The construction or creation of new roads, for purposes other than creating a roadway and/or parking area for the public to access the Property for recreational use, or as necessary to properly manage and maintain the Property and its Conservation Values, is prohibited. Maintenance of existing roads is allowed. The widening of Bell Road or New Airport Road onto the Property is allowed if required by a local jurisdiction.
- (h) Dumping. The dumping or accumulation of trash, ashes, garbage, inoperative or unserviceable vehicles, equipment or parts thereof, waste, or other debris on the Property including, without limitation Hazardous Materials, is prohibited. For the purposes of this instrument, "**Hazardous Materials**" shall mean any substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulations, or requirements as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment. This prohibition shall not be construed to prevent the use, storage, or disposal of organic matter or compost that is not detrimental to the Conservation Values. No filling, dumping, excavation, or other alteration may be made to the surface or subsurface of the Property or to its surface waters or wetlands.

4.5 Water Quality and Water Protection. Activities and uses otherwise permitted under this Easement, which result in significant damage or degradation of water quality, are prohibited. Stockpiling animal wastes, compost, loose soil or toxic materials in a manner whereby runoff or leakage adversely affects water quality, is prohibited. Discharge of any septic waste, wastewater, toxic waste, pollution, or other environmentally harmful substances into surface waters, springs or drainages on the Property is prohibited.

4.6 Water and Mineral Rights. Grantor warrants that the Property includes all surface and subsurface mineral rights, including all mining and quarrying rights and all right to excavate or remove subsurface oil, gas, and other minerals, all geothermal energy rights (hereinafter, collectively the "**Mineral Rights**"). To the best of Grantor's knowledge, the Property includes all water and water rights, ditches and ditch rights, springs and spring rights, reservoir and storage rights, wells and groundwater rights, and other rights in and to the use of water historically used on the or otherwise appurtenant to the Property (hereinafter, collectively, the "**Water Rights**").

Grantor reserves all Water Rights, provided that such Water Rights, if any, are used on the Property in a manner not inconsistent with the purpose and terms of this Easement, and provided that any and all Water Rights necessary to maintain or restore the Conservation Values are used accordingly.

Grantor shall not transfer, encumber, sell, lease, or otherwise separate the Mineral Rights or Water Rights from the Property, or in the case of Water Rights, in any way diminish or reduce the historic use of the Water Rights, without the consent of the Grantee. Grantor shall not abandon or allow the abandonment of, by action or inaction, any of the Water Rights without the consent of the Grantee.

4.7 Surface Alterations. As of the date of this grant, there are surface alterations on the Property, as documented in the Baseline Documentation Report. Any new alteration to the surface of the Property is prohibited, with the exception of the following reserved rights of the Grantor:

- (a) Grantor reserves the right to make new surface alterations reasonably necessary to manage the Property, to enhance or restore habitat consistent with the Conservation Values, and to create and maintain recreational and maintenance structures and improvements as described in Section 4.2(b) above.
- (b) Subject to Exhibit I, the Grantor reserves the right to make surface alterations within the Building Envelope ~~and to create a potential future driveway to access the Building Envelope.~~

4.8 Fire Suppression. This Easement shall not prohibit Grantor from retaining and satisfying the obligation to comply with any applicable local, state, and federal laws or guidelines regarding the prevention and suppression of wildfire.

4.9 Express Third Party Uses. Exhibit C hereto describes the existing third party uses of the Property that Grantor and Grantee recognize as permitted uses (hereinafter “**Express Third Party Uses**”). Grantor retains the right to maintain, renew, and replace all agreements memorializing the Express Third Party Uses (hereinafter “**Third Party Use Agreements**”) and to engage in all activities reasonably required to comply with Grantor’s obligations with respect to the Express Third Party Uses, subject to the following conditions:

- (a) Any (i) increase in the intensity, or (ii) expansion of the location or size, or (iii) change in the use, of an Express Third Party Use, whether through a new agreement or an amendment to an existing agreement, that Grantor determines in Grantor’s reasonable discretion exercised in good faith are likely to significantly impair the Conservation Values shall be subject to Grantee’s prior written consent, which consent shall not be unreasonably withheld, conditions or delayed by Grantee.
- (b) All Third Party Use Agreements existing on the Effective Date of this Easement are identified in Exhibit C. As Third Party Use Agreements are renewed or replaced, either with an existing or new user, Grantor, in consultation with Grantee, shall include contractual provisions to bring the continuation of the Express Third Party Use and the preservation of the Conservation Values into alignment to the fullest extent reasonably practicable.

- (c) If Grantor or Grantee discovers any default under a Third Party Use Agreement that significantly impairs the Conservation Values (and if Grantee makes such discovery, Grantee gives Grantor written notice thereof), Grantor shall use reasonable efforts to enforce or otherwise remedy such violation, at Grantor's sole expense.

4.10 Public Access and Informal Uses. Grantor and Grantee recognize that the Property has been used by third parties for recreational, cultural, and other non-commercial or informal purposes without formal written agreements to conduct such activities (hereinafter "**Informal Uses**"). Grantor and Grantee further recognize that access to the Property is inherent or may be inherent in the enjoyment of the Conservation Values and the Informal Uses. Consistent with the objectives articulated in the Governing Documents to provide continued reasonable access by the public to the Watershed Lands, Grantor shall allow public access to the Property and Informal Uses on the Property that are substantially consistent with the public access and Informal Uses existing on the Effective Date of this Easement. Grantor reserves the right to make reasonable rules and regulations to control, limit, or, as necessary, exclude Informal Uses and public access. Grantor shall not allow Informal Uses that significantly impair the Conservation Values.

As outlined in paragraph 5(b) herein, Grantee or its designee may access the Property for purposes of monitoring and enforcing this Easement and the Management Plan. Additionally, with prior approval of Grantor, Grantee or its designee may lead educational tours as allowed, limited, and described in the Management Plan.

Grantor and Grantee claim all of the rights and immunities against liability for injury to the fullest extent allowable by law.

4.11 PG&E Reserved Rights. All rights and obligations of Grantor and Grantee under this Easement are subject to the PG&E Reserved Rights specified in the Grant Deed in Exhibit B. In the event PG&E notifies Grantor of its intention to exercise any of the PG&E Reserved Rights, Grantor shall notify Grantee, in writing, of said intention within sixty (60) days.

5. GRANTEE'S AFFIRMATIVE RIGHTS. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- (a) To identify, preserve and protect the Conservation Values, and to prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and the Management Plan.
- (b) To access, enter upon, monitor, inspect, observe, and study the Property, including the right to access the Property, including the Building Envelope, by motorized vehicle over and on roads owned by Grantor and any rights-of-way or other access ways now or hereafter available to Grantor for access to the Property, at reasonable times not more often than four times per year except when necessary to prevent a violation or potential violation of the terms of this Easement or to monitor and observe specific activities to

ensure compliance with the terms of this Easement and the Management Plan. Grantor shall provide Grantee with keys, combinations, instructions or other means to open any locked gates that are on the Property and/or that are necessary to access the Property. Grantee will make reasonable efforts to notify Grantor prior to entry onto the Property except when immediately necessary to prevent a violation of the terms of this Easement. Notwithstanding anything to the contrary contained herein, Grantee when entering or traveling on the Property for inspection or monitoring purposes shall be entitled to travel on all existing roads on the Property.

- (c) To prevent any activity on, use of or practice on the Property that is inconsistent with the purpose and terms of this Easement and the Management Plan and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 8 below.
- (d) To require that Grantor's reserved rights be exercised in a manner that avoids unreasonable or significant harm to the Conservation Values.
- (e) To erect and maintain Property signage that may be allowed in Section 4.2(c) herein and as defined in the Management Plan.
- (f) To pursue damages from third parties, but not to the exclusion of any right of the Grantor to seek damages or relief from any third party for damage to the Property.

6. RIGHTS OF LANDOWNER. In addition to any specific reserved rights set forth in Section 4 above, Grantor reserves to itself, its representatives, assigns, and all future transferees, all rights accruing from its ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that do not significantly impair the Conservation Values, are not expressly prohibited herein, and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following activities and uses are specifically reserved as Grantor's rights as owner of the Property:

- (a) The ownership and right to sell or transfer the Property in its entirety.
- (b) Those rights relative to the Building Envelope specified in the Easement.
- (c) The right to control predatory and invasive animals (including feral pigs) by the use of selective control techniques.
- (d) The right to utilize the Property for recreational or educational purposes that are compatible with the protection of the Conservation Values and that require or cause no significant surface alteration or other development or impairment of the land outside of the Building Envelope.
- (e) All rights for the management and improvement of the Property that are specifically allowed by the Management Plan.

7. NOTICE TO GRANTEE, GRANTEE APPROVAL.

- 7.1 **Means of Notice.** Any notices to Grantee required in this Easement shall be sent by first class postage prepaid mail, or other courier providing reliable proof of delivery, or served personally to the following person and address, or other person or address as may be hereafter specified:

Placer Land Trust
Attn: Executive Director
11661 Blocker Drive, Suite 110
Auburn, CA 95603

All other communication shall be made by reasonable means under the circumstances, provided that facsimile and electronic mail (hereinafter “E-mail”) will not be deemed received unless accompanied by delivery of one of the foregoing methods. For routine communication, Grantee may be contacted by telephone, facsimile, or E-mail as follows:

Telephone: (530) 887-9222
Facsimile: (530) 888-7720
E-mail: info@placerlandtrust.org

It shall be the duty and responsibility of the Grantee, or its assigns, representatives or successors to notify the Grantor of any and all change of address to which legal notice is to be directed, in writing, by certified U.S. Mail, or other such equivalent mail delivery, within thirty (30) days of such change. Grantee will also endeavor to inform Grantor of any other changes to its contact information.

- 7.2 **Purpose and Content of Notice.** The purpose of requiring Grantor to notify Grantee prior to undertaking certain activities as permitted and limited in Section 4 above, is to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner consistent with the terms and Purpose of this Easement. Further, the purpose of notice is to prevent Easement violations through a cooperative approach. Notices to Grantee or requests for Grantee consent, required or contemplated hereunder, must include, at a minimum, sufficient information, including the nature, scope, design, location, timetable, and any other material aspect of the proposed activity, in sufficient detail to enable Grantee to determine whether proposed plans are consistent with the requirements of this Easement.
- 7.3 **Process of Notice and Approval.** Whenever notice to Grantee is required, and unless otherwise specified to the contrary in this Easement, Grantor shall notify Grantee in writing not less than 30 days prior to the date Grantor intend to undertake the activity in question. Where Grantee’s approval is required, as in Section 4 above, Grantee shall grant or withhold its approval in writing within 30 days of receipt of Grantor’s written request therefore. Grantee’s approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement and the protection of the Conservation Values.

7.4 **Failure to Respond.** If Grantee approval is required under the terms of this Easement prior to the exercise of a reserved right that is the subject of the notification and request for approval, failure of Grantee to respond within thirty (30) days shall be deemed to be approval of any activity not specifically prohibited by or materially inconsistent with this Easement.

7.5 **Transfers of Ownership.** Without limiting the restrictions on transfer set forth in the Grant Deed, Grantor may transfer of any interest in the Property, including but not limited to any sale, gift, conveyance, or phased transfer subject to Grantee's approval and the conditions herein; provided, however, Grantee shall not convey any additional conservation easement interest, deed restriction or other property interest that imposes any additional restrictions on any specific Conservation Value that impairs in any way the balancing of all of the Conservation Values required under Section 1 herein.

Grantor agrees to give written notice to Grantee of the intended transfer at least thirty (30) days prior to the date of the beginning of such transfer. Prior to any such transfer, Grantor shall provide written notice to the prospective transferee(s) that the Property is subject to this Easement, with a copy of this notice provided to Grantee. Prior to Grantor's transfer of the Property, Grantor shall pay, or cause to be paid, to Grantee an unrestricted sum of Ten Thousand Dollars (\$10,000.00) in consideration of the increased cost of Easement stewardship. If Grantor fails to provide the notice and \$10,000.00 as required herein, Grantee may withhold approval of the transfer. Grantor shall provide Grantee with written proof of any transfer of ownership within fifteen (15) days after the date of any such transfer, which notice shall include a certified copy of the grant deed.

8. GRANTEE'S REMEDIES.

8.1 **Corrective Action.** If Grantee determines that a violation of the terms of this Easement has occurred or is threatened or impending, Grantee shall give written notice to Grantor within three (3) business days of Grantee's determination. If the violation has occurred, Grantee has the right and authority to demand corrective action from the party causing the violation, sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

8.2 **Injunctive Relief.** If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury. Nothing in this

Easement shall be construed to impair Grantee's right to seek temporary or permanent injunctive relief, including emergency relief, *ex parte* as necessary, to enforce the terms of this Easement against a violation or threatened violation hereof.

- 8.3 Damages.** Grantee shall be entitled to recover actual damages from Grantor for actions by Grantor in violation of the terms of this Easement or causing injury to any Conservation Values protected by this Easement, including, without limitation, actual damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. In any action brought to enforce the obligations of Grantor under this Agreement, the judgment or decree shall be enforceable as far as the issue of monetary damages only in an amount not to exceed the Purchase Price in the aggregate, with the Purchase Price being the amount paid by Grantee to Grantor for this Easement.
- 8.4 Emergency Enforcement.** If Grantee, in its reasonable discretion, determines that immediate action is required to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section 8 without prior notice to Grantor or without waiting for the period provided for cure to expire. In the event Grantee takes action pursuant to this Section, Grantee shall as soon as reasonably practical give notice to Grantor of the situation giving rise to the need for immediate action and the action taken and to be taken.
- 8.4 Scope of Relief.** Grantee's rights under this Section 8 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in paragraph 8.2 above, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 8 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- 8.5 Costs of Enforcement.** All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor following a breach by Grantor of the terms of this Easement that remains uncured after the expiration of the cure period, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action Grantee shall pay all costs and expenses of suit and reasonable attorneys' fees incurred by Grantor in the defense of such action. Grantor or Grantee, as applicable, shall reimburse the prevailing party for any reasonable costs of enforcement, including court costs, reasonable attorney's fees, and any other payments ordered through mediation as described in Section 10 below, or as ordered by a court of

competent jurisdiction.

- 8.6 Forbearance.** Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
- 8.7 Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural environmental causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement caused by earthquake, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. In addition, Grantor shall have no liability under this Easement to prevent or remediate any naturally-occurring deterioration or degradation of the Conservation Values or damage to the Property or Conservation Values caused by acts of Grantee or third parties.

9. NOTICE TO GRANTOR.

- 9.1 Means of Notice.** Any notices to Grantor required in this Easement shall be sent by first class postage prepaid mail, or other courier providing reliable proof of delivery, or served personally to the following person and address, or other person or address as may be hereafter specified:

Auburn Area Recreation and Park District
Attn: District Administrator
471 Maidu Drive, Suite 200
Auburn, CA 95603

All other communication shall be made by reasonable means under the circumstances. For routine communication, Grantor may be contacted by telephone as follows:

Telephone: (530) 885-0611

It shall be the duty and responsibility of the Grantor, or its heirs, assigns, representatives or successors to notify the Grantee of any and all change of address to which legal notice is to be directed, in writing, by certified U.S. Mail, or other such equivalent mail delivery, within 30 days of such change. Grantor will also endeavor to inform Grantee of any other changes to their contact information.

Any notices to Sierra Nevada Conservancy (hereinafter "SNC"), as relates to Section 12.2 herein, shall be sent by first class postage prepaid mail, or other courier providing reliable proof of delivery, or served personally to the following person and address, or other person or address as may be hereafter specified.

Sierra Nevada Conservancy
Attn: Executive Director
11521 Blocker Drive, Suite 205
Auburn, CA 95603

9.2 Grantor's Designee. In the event that the Property is ever owned by a trust, business entity, or any common or jointly held ownership, the Grantor shall provide Grantee with written notice of a designated representative, who shall be responsible for the receipt of notices on behalf of Grantor hereunder. The approval of, or notice to, the designated representative shall be deemed the approval of, or notice to, the entity or all owners, as the case may be.

10. MEDIATION. If a dispute arises between the Grantor and Grantee (hereinafter, each individually a "**Party**", and collectively the "**Parties**") concerning use or activities on the Property, or the terms and conditions of this Easement, either Party may refer the dispute to mediation by request made in writing to the other, and the Parties agree not to proceed with the use or activity pending resolution of the dispute. Within ten (10) days of the receipt of such a request, the Parties shall select a single trained and impartial mediator. If the Parties are unable to agree on the selection of a single mediator, then the Parties shall, within fifteen (15) days of receipt of the initial request, jointly apply to a proper court for the appointment of a trained and impartial mediator. Mediation shall then proceed in accordance with the following guidelines:

- (a) **Purpose.** The purpose of the mediation is to: (i) promote discussion between the Parties; (ii) assist the Parties to develop and exchange pertinent information concerning the issues in dispute; and (iii) assist the Parties to develop proposals which will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or *de facto* modification or amendment of the terms, conditions, or restrictions of this Easement.
- (b) **Participation.** The mediator may meet with the Parties and their counsel jointly or *ex parte*. The Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the Parties with settlement authority will attend mediation sessions as requested by the mediator.
- (c) **Confidentiality.** All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Parties or their respective counsel. The mediator shall not be subject to subpoena by any Party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a Party.
- (d) **Time Period.** Neither Party shall be obligated to continue the mediation process beyond a period of ninety (90) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

- (e) Costs. The costs of the mediator shall be borne equally by Grantor and Grantee; the Parties shall bear their own expenses, including attorneys' fees, individually.

11. COSTS, LIABILITIES, TAXES AND ENVIRONMENTAL COMPLIANCE.

- 11.1 Control.** Grantor acknowledges that Grantee has neither possessory rights in the Property, nor any responsibility or right to control, maintain, or keep up the Property other than those rights assigned to Grantee in Section 5 above, and those rights assigned to Grantee in the Management Plan. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an "owner" or "operator" with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USCA Section 9601 *et seq.*) or any successor or related law (hereinafter "CERCLA"), and corresponding state statute.
- 11.2 Taxes.** Grantor shall pay and discharge before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property and any uses thereof by competent authority (hereinafter, collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee may, at its discretion, pay any outstanding Taxes and shall then be entitled to reimbursement by Grantor.
- 11.3 Liens.** Grantor represents that as of the date of this grant, there are no liens or mortgages outstanding against the Property, except any listed in Exhibit A that are subordinated to Grantee's rights under this Easement. Grantor has the right to use the Property as collateral to secure the repayment of debt, provided that any lien or other rights granted for such purpose, regardless of date, are subordinate to Grantee's rights under this Easement. Under no circumstances may Grantee's rights be extinguished or otherwise affected by the recording, foreclosure, or any other action taken concerning any subsequent lien or other interest in the Property, including without limitation those arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.
- 11.4 Hold Harmless.** Grantor shall indemnify, defend, and hold harmless Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, in each case, due solely to the acts of Grantor and its employees, agents, and contractors and

the heirs, personal representatives, successors; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and corresponding state statute by Grantor and its employees, agents, and contractors and the heirs, personal representatives, successors, in any way affecting, involving, or relating to the Property; and (3) the release in, on, from, or about the Property by Grantor and its employees, agents, and contractors and the heirs, personal representatives, successors, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment.

11.5 Liability Insurance. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantor shall provide Grantee with a certificate of insurance naming Grantee as additional insured. Additionally, Grantee shall provide Grantor a certificate of insurance naming Grantor as additional insured relative to Grantee's activities on the Property.

11.6 Permits and Applicability of Other Laws. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Nothing herein shall be construed to: (i) supersede or exempt the Property from the application of laws and regulations affecting land uses on the Property, or to (ii) permit any activity otherwise prohibited by existing or future laws and regulations imposed by any federal, state, or local government or governmental agency having jurisdiction of the Property, or to (iii) prohibit the imposition of further land use restrictions consistent with the terms of this Easement and Management Plan by Grantor or by operation of law.

11.7 Environmental Laws and Remediation. Grantor is solely responsible, and Grantee has no responsibility whatsoever, for the operation of the Property or the monitoring of hazardous and other conditions thereon. Grantor is solely responsible for compliance with any federal, state, local, or administrative agency statute, regulation, rule, ordinance, order, or requirement relating to environmental conditions or hazardous substances. Notwithstanding any other provision of this Easement to the contrary, the Parties do not intend, and the Easement shall not be construed, such that it creates in the Grantee obligations or liabilities of a person described in 42 U.S. Code Section 9607(a)(3) or any successor or related law.

If there occurs a release in, on, or about the Property of any substance which causes damage to the values protected by this Easement and either Grantor caused the release or Grantor is required by federal, state, local, or administrative agency statute, regulation, rule, ordinance, order, or requirement to take steps to assure its

containment and remediation, including any cleanup and restoration that may be required, Grantor agrees to take all such steps unless the release was caused by Grantee, in which case Grantee shall be responsible for those costs.

12. CONSERVATION EASEMENT REQUIREMENTS UNDER STATE AND FEDERAL LAW.

12.1 Qualified Organization. As described in Recital B, Grantee is an organization qualified to accept and hold agricultural conservation easements. The acceptance of this Deed of Agricultural Conservation Easement is consistent with the Grantee's mission to work with willing landowners to permanently preserve natural and agricultural lands in the Placer County region.

12.2 Voluntary and Involuntary Assignment, Executory Limitation, Successors. Grantee may voluntarily assign its rights and obligations under this Easement and its interest in this Easement only to an organization that is: (i) qualified to hold a conservation easement under Section 815.3 of the California Civil Code, (ii) experienced in holding and monitoring conservation easements on properties similar to the Property, and (iii) willing and financially able to assume all of the responsibilities imposed on the Grantee under this Easement. Before assigning its interest in this Easement, Grantee shall provide written notice of such intention to transfer to both ~~the Sierra Nevada Conservancy (hereinafter "SNC")~~ SNC or its successor organization, and the Grantor (hereinafter "Transfer Notice"). To the extent possible under the circumstances of the transfer, Grantee will provide the Transfer Notice to Grantor and SNC at least 60 days prior to the date of transfer. The Transfer Notice shall identify the proposed assignee and include a description of how the proposed assignee meets the assignee designation criteria set forth in this section. The failure of Grantee to provide the Transfer Notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way. If SNC or the Grantor does not approve the proposed assignee, SNC or the Grantor shall provide the other party and the Grantee with the reasons behind such decision. SNC's or Grantor's approval of the transfer may not be unreasonably withheld.

Further, if Grantee shall cease to exist or to be a qualified organization under Section 170(h) of the Internal Revenue Code, or to be authorized to acquire and hold conservation easements under Sections 815 and 816 of the California Civil Code, then SNC shall, in consultation with Grantor, select an assignee that meets all the designation criteria specified in this section. If SNC is unable to identify an assignee that: (i) meets all the designation criteria specified in this section, and (ii) is willing to accept such assignment, then SNC may elect to serve as such assignee. Notwithstanding the foregoing, SNC may elect to exercise the rights of Grantee hereunder during any period that a successor assignee for Grantee is not yet in place.

As conditions to any assignment of this Easement, Grantee and/or SNC shall: (i) require the assignee to expressly agree in writing to assume Grantee's obligations hereunder, and (ii) ensure that assignee has the resources to fulfill its obligations under

the Easement.

Upon any liquidation or dissolution of SNC, SNC or the State of California shall have the right to assign SNC's rights and obligations under this section to another entity that has a conservation mission and level of expertise consistent with that of SNC and sufficient resources and capacity to carry out the obligations of SNC.

The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Parties hereto and any heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. A Party's rights and obligations under this Easement terminate upon transfer of the Party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

13. EXTINGUISHMENT, VALUATION, AND CONDEMNATION.

- 13.1 Extinguishment.** The Grantor and Grantee, and subsequent landowners and holders of the Easement, cannot voluntarily extinguish the Easement. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Easement, or proportionate part thereof, as determined in accordance with paragraph 13.2 below.
- 13.2 Valuation.** This Easement constitutes a real property interest immediately vested in Grantee, which the Parties stipulate to have a fair market value determined by the standard practice of determining the appraised value of the Property with and without the Easement at the time of termination. This appraisal valuation is to be completed following accepted Internal Revenue Service and Unified Standards of Professional Appraisal Practice (USPAP) standards, by an appraiser approved by Grantee and Grantor with experience valuing conservation easements. The appraisal will determine the value of the Easement being the difference between the value of the Property at its highest and best use according to economic value, and the value of the Property with this Easement in effect, as of the date of the appraisal. The appraisal will take into account investments made by any party into the Property that may affect valuation.
- 13.3 Condemnation.** If all or any part of the Property is acquired by exercise of the power of eminent domain or by purchase in lieu of a related condemnation proceeding, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting there from and to have their interests valued separately to

the extent reasonably possible. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall first be paid out of the amount recovered. Then, the Grantee's share of the amount recovered after expenses shall be equal to the proportion that the value of the portion of the Easement that is so taken (based upon the total value for the Easement set forth in Section 13.2 above) bears to the fair market value of the fee interest in the Property that is so taken. Any remaining amount shall be paid to the Grantor. ~~Notwithstanding anything to the contrary contained in this Section 13.3, Grantor shall be entitled to the full amount of any condemnation award, proceeds from a purchase in lieu of a related condemnation proceeding or any other type of compensation with respect to the Building Envelope.~~

- 13.4 Application of Proceeds.** Grantee shall use any proceeds received under the circumstances described in this Section 13 in a manner consistent with its stated conservation purposes.

14. GENERAL PROVISIONS.

- 14.1 Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of California.
- 14.2 Liberal Construction.** This Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement and the policy and purpose of California State Civil Code, Sections 815 and 816. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- 14.3 Joint Obligation.** A person's obligation hereunder as Grantor, or successor owner of the Property, shall be joint and several, and will cease, if and when such person or entity ceases to have any present, partial, contingent, collateral, or future interest in the Property (or pertinent portion thereof), but only to the extent that the Property (or relevant portion thereof) is then in compliance herewith. Responsibility of owners for breaches of this Easement that occur prior to the transfer of title will survive such transfer, provided that the new owner shall also be responsible for bringing the Property into compliance.
- 14.4 Subsequent Deeds and Transfers.** Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor shall adhere to Section 7.5 herein for any such divestment or transfer. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The grant or transfer of any new or existing easement or license for public or private ingress and egress through or across the Property or benefitting any other Property not subject to this Easement is prohibited. The failure of Grantor to perform any act

required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

- 14.5. Estoppel Certificates.** Upon request by Grantor, Grantee shall execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which indicates the extent to which, to the best of Grantee's knowledge after due inquiry, the Property is in compliance with the terms of this Easement, after an inspection by Grantee made at Grantor's cost within a reasonable time after Grantor's written request therefore. Such certificate shall be limited to the condition of the Property as of Grantee's most recent inspection.
- 14.6 Amendment.** The Parties recognize that circumstances could arise which justify amendment of certain of the terms, covenants, or restrictions contained in this Easement, and that some activities may require the discretionary consent of Grantee. To this end, Grantor and Grantee have the right to agree to amendments and discretionary consents to this Easement without prior notice to any other party, provided that in the sole and exclusive judgment of the Grantee, such amendment or discretionary consent furthers or is not inconsistent with the purpose of this Easement. Amendments will become effective upon the signature of both Parties and recording at the Placer County Recorder's Office. Notwithstanding the foregoing, the Grantor and Grantee have no right or power to consent to any action or agree to any amendment that would ~~increase the level of residential development permitted by the terms of this Easement or~~ limit the term or result in termination of this Easement, or adversely affect the qualification of this Easement or the status of Grantee under applicable laws, including the Internal Revenue Code.
- 14.7 Economic Hardship.** In making this grant, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both Parties that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement pursuant to Section 13 above. In addition, the inability of Grantor, or its heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.
- 14.8 Waiver of Certain Defenses.** The failure or delay of Grantee, for any reason whatsoever, to discover a violation or initiate an action to enforce this Easement shall not constitute a waiver or estoppel of its rights to do so at a delayed or later time. Grantor hereby waives any defense of laches, estoppel or prescription with regard to the enforcement of all other terms of this Easement.
- 14.9 Severability.** If any provision of this Easement or the application of any provision to a particular person or circumstance is found to be invalid, the remainder of this

Easement and the application of such provision to any other person, or in any other circumstance, shall remain valid.

14.10 Entire Agreement. This instrument (including all Attachments) sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

14.11 No Forfeiture. Nothing contained herein will result in a forfeiture of this Easement or reversion to Grantor of any rights conveyed hereby.

14.12 Standing to Enforce. Only Grantee and Grantor may bring an action to enforce this grant, and nothing herein should be construed to grant any other individual or entity standing to bring an action hereunder, nor any rights in the Property by adverse possession or otherwise, provided that nothing in this Easement shall affect any public rights in or to the Property acquired by common law, adverse possession, prescription, or other law, independently of this grant.

14.13 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

~~**14.14 Additional Conservation Grants.** Nothing contained in this Easement shall be construed either to limit the Grantor's rights to take additional conservation actions, such as further restrictions on the use of all or a portion of the Property, or to limit Grantor's right to cease using the Property for activities permitted herein in order to protect the Conservation Values of the Property, or otherwise.~~

~~**14.15 Counterparts.** The Parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.~~

14.16 Recordation. Grantee shall record this instrument in timely fashion in the official records of Placer County, California, and may re-record it at any time as may be required to preserve its rights in this Easement.

TO HAVE AND TO HOLD the said Easement unto the said Grantee and its successors and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

Grantor: Auburn Area Recreation and Park District

471 Maidu Drive, Suite 200
Auburn, CA 95603

~~Kahl Muscott~~

~~District Administrator~~

Grantee: Placer Land Trust
11661 Blocker Drive, Suite 110
Auburn, CA 95603

Fred Yeager
President

~~Gregg McKenzie~~~~Larry Welch~~
~~Treasurer~~~~Secretary~~

SCHEDULE OF EXHIBITS

- Exhibit A Legal Description of Property
- Exhibit B Grant Deed & PG&E Reserved Rights
- Exhibit C Existing Third-Party Uses
- Exhibit D Existing Beneficial Public Values (Conservation Values)
- Exhibit E Building Envelope Description, Restrictions and Allowable Activities

Note: Notary acknowledgements also attached as unnumbered pages.

Exhibit A

Legal Description of Property

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PROPERTY

Commented [JAD7]: Still need to insert this. Do we have a legal description that is more accurate or more recent than the one in the 7/9/13 Preliminary Title Report?

Exhibit A (continued)

MAP

POR. N1/2 OF N.E.1/4 SEC. 33, T.13N., R.8E., M.D.B.&M.

Parcel M.O.R. Bk.10, Pg.64
Parcel M.O.R. Bk.28, Pg.47, P-75528
Parcel M.O.R. Bk.28, Pg.131, P-75541
Survey M.O.R. Bk. 17, Pg.27

52-05

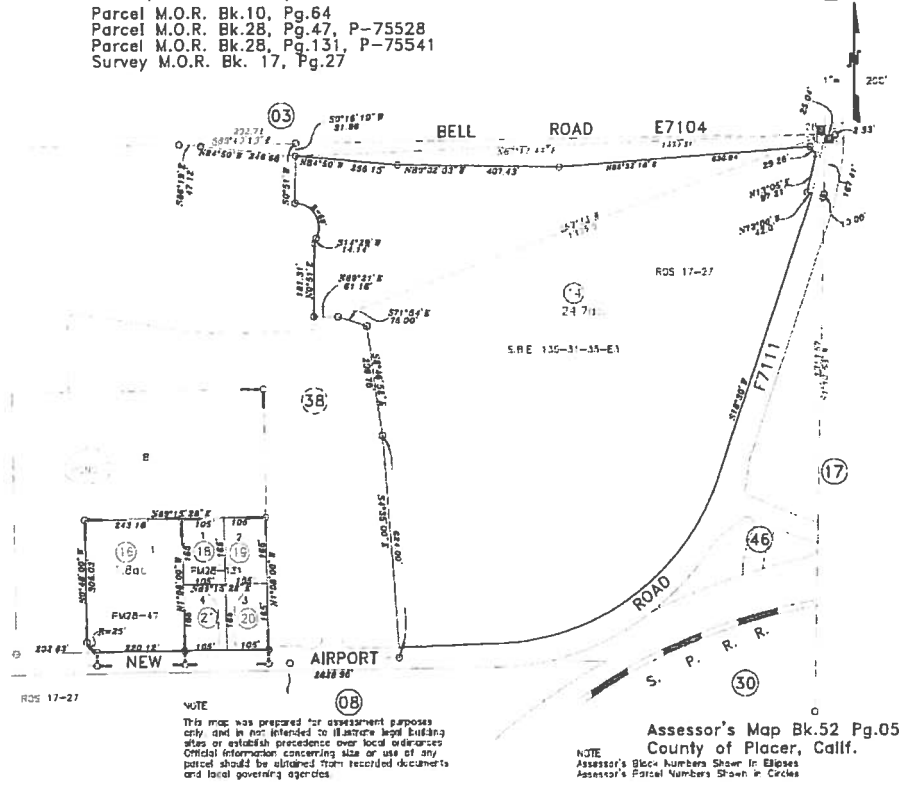


Exhibit B

Grant Deed and PG&E Reserved Rights

Commented [JAD8]: To be provided by PG&E

[Attached on the following unnumbered pages.]

Exhibit B

Exhibit C

Existing Third-Party Uses

Commented [JAD9]: Below are the Preliminary Title Report exceptions that seem to constitute the third party uses.

4. RIGHTS OF THE PUBLIC, AS TO THAT PORTION OF THE HEREIN DESCRIBED PROPERTY LYING WITHIN BELL ROAD AND NEW AIRPORT ROAD, AND ANY UNNAMED ROAD.
5. AN EASEMENT OVER SAID LAND FOR PUBLIC HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO COUNTY OF PLACER, IN DEED RECORDED JULY 25, 1949, BOOK 553, PAGE 142, PLACER COUNTY RECORDS.

AFFECTS: PORTION OF PARCELS 1 AND 2 A.P.N. 52-050-14

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.
6. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE INSTRUMENT ENTITLED "AGREEMENT", BY AND BETWEEN PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, AND COUNTY OF PLACER, RECORDED NOVEMBER 18, 1975, BOOK 1683, PAGE 331, PLACER COUNTY RECORDS.

AFFECTS PARCEL 1, WITH OTHER PROPERTY; A.P.N. 52-050-14
7. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE INSTRUMENT ENTITLED "CANAL USE AGREEMENT", BY AND BETWEEN PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, AND BELL 49 INVESTORS, DATED OCTOBER 02, 1989.

AFFECTS A.P.N. 052-05-14, WITH OTHER PROPERTY
8. AN EASEMENT OVER SAID LAND TO CONSTRUCT, INSPECT, MAINTAIN, OPERATE, REPLACE, REPAIR, REMOVE, RENEW, ENLARGE AND USE A PIPELINE FOR THE OPERATION OF SANITARY SEWER FACILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO COUNTY OF PLACER, IN DEED RECORDED JUNE 09, 1998, INSTRUMENT NO. 1998-0043726, PLACER COUNTY RECORDS.

AFFECTS: PARCEL 1, 2 AND 3; A.P.N. 52-050-14

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.
9. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE INSTRUMENT ENTITLED "ROAD EASEMENT AGREEMENT", BY AND BETWEEN PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, AND PLACER COUNTY DEPARTMENT OF PUBLIC WORKS, RECORDED SEPTEMBER 25, 2002, INSTRUMENT NO. 2002-114368, PLACER COUNTY RECORDS.

AFFECTS PARCEL 1; A.P.N. 052-050-014, WITH OTHER PROPERTY

Exhibit D

Existing Beneficial Public Values (Conservation Values)

The purpose of conservation easements for Land Conservation Commitment is to protect the Beneficial Public Values (BPVs) of the properties in the Land Conservation Plan (LCP).

The specific BPVs for this Property (Conservation Values) are summarized below and described in more detail in the Baseline Documentation Report:

- (a) Habitat for plants, trees and wildlife that are native to the area.
- (b) Scenic character of the Property, including viewsheds from adjoining public roadways.
- (c) ~~Future Suitable location, size, and features for significant~~ recreational access and use of the Property, including hiking, exercising, picnicking, having group gatherings, playing games, relaxing, enjoying recreational amenities (such as playgrounds, dog parks and ball fields), and similar recreational uses that are not incompatible with the Conservation Values of the Property.

Commented [JAD10]: ARD reports there may be cultural values on the Property. If so, we'll need to add them in to the BPVs/CVs in the BDR and here.

Commented [JAD11]: As written before, the Exhibit Title "Existing" was in conflict with how we described "Future" recreational values. I attempted to resolve this conflict with this edit.

Exhibit E

Building Envelope Description, Restrictions and Allowable Activities

1. DESCRIPTION

The Building Envelope is the southwestern portion of the Property, approximately ___ acres in size and further described below, where future development is anticipated and allowed in order to enhance the recreational use and public benefit of the Property.

Commented [JAD12]: PLT will calculate this once the area is GPS mapped

a) Geographic Description

The Building Envelope is geographically located using Geographic Positioning Systems (GPS) and Geographic Information Systems technology, which at the time of the recordation of this Easement locates geographic points with a degree of accuracy within approximately 30 feet; the Parties agree that the geographic description of the Building Envelope may vary by this 30-foot amount. The coordinate system for the GPS points listed below is NAD_1983_StatePlane_California_II_FIPS_0402_Feet.

The Building Envelope is contained within an area bounded by the following GPS points, listed counter-clockwise starting at _____:

Commented [JAD13]: PLT will GPS the exact lines based on the ARD sketch, and complete this information

GPS Point	Northing	Easting	Description
1			
2			
3			
4			

Although it is not required by this Easement, the Grantor may, at its own cost, survey the Building Envelope to create a legal description to more precisely define this area; in such case, the resulting legal description, if approved by the Parties in writing, would replace the above geographic description of the Building Envelope.

2. RESTRICTIONS

The objective of the Building Envelope contingency within this Easement is to allow the development of additional recreational structures and infrastructure to protect and enhance the Conservation Values.

Grantor shall ensure that no activity in the Building Envelope is inconsistent with the protection of the Conservation Values on the remainder of the Property, with the exception of those activities in the Building Envelope that may affect the scenic values of the Property.

3. ALLOWABLE ACTIVITIES

Grantor reserves to itself and its successors and assigns the right to construct, maintain, alter, and improve, remove, and replace structures in the Building Envelope, subject to the restrictions in this Easement. Grantor shall be entitled to make other use of the Building Envelope as permitted by the Placer County's Zoning Ordinance that is in effect on the Property as of the date of this Easement (that is, _____), provided such use is not inconsistent with the protection of the Conservation Values. This Easement anticipates and allows public recreational use of the Property, including the Building Envelope. Specifically within the Building Envelope, this Easement anticipates and allows certain development including, but not limited to, roadways, parking lots, lighting, irrigation systems, sewer and storm water systems required by local jurisdictions, playgrounds, ball fields, restrooms, storage buildings, picnic tables and benches, concrete slabs, sidewalks, curbs, gutters, walls, signage, kiosks, interpretive displays, fencing, gates, corrals, shade structures, boardwalks, bridges, trails, and similar park development. Specifically within the Building Envelope, this Easement also anticipates and allows maintenance activities including, but not limited to, site preparation, grading, leveling, landscaping, irrigation, tree and vegetation trimming and removal, mowing, habitat and wetland restoration and enhancement, fuel load reduction, and similar activities.

Commented [JAD15]: Will insert current zoning description.

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Want to beat the heat? It's no sweat

From a bracing swim to a cool matinee, sanctuaries abound

By: Kayla Lardner, Journal Staff Writer



Auburn Recreation District's Sierra and Splash Pools:
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When people think of a hot summer's day — like those forecast through the rest of the week — they often picture the cool of their local pool. Auburn families are going to need some way of keeping cool this week because today's forecast high is 97, with an overnight low of 70.

Wednesday will be slightly hotter, with 98 as the high and 69 as the low. On Thursday, temps in town will drop a few degrees, with a high of 96 and a low of 67. Friday has a high of 95 and a low of 66. Saturday will be just as hot with a high of 95 and a low of 67.

No matter how hot it gets, Auburn Recreation District's Sierra and Splash pools, at , are open daily through Aug. 9 and on weekends through Sept. 2. For a \$3 fee for those 7 or older and a \$2 fee for those 6 or younger, families can enjoy an entire day of swimming and splashing. Alex McNutt, head lifeguard at , recommends that families stay hydrated this summer.

"When you're sweating, there goes all the water," McNutt said. "Stay hydrated. Take breaks. Don't push yourself."

Shana Westfall, 36, of tries to limit most activities to the mornings and evenings — and takes the kids to the pool during the hottest parts of the day.

"We come about once a week," Westfall said. "We like that there is the small-kids' section and then the bigger-kids' section, so our kids have choices. They mostly swim in the smaller section. It's mostly swimming and playing in the water." Besides swimming and enjoying the pool, Westfall tries to "keep the kids cool and active. Something that has to do with water. Cold treats are always good, too — ice cream, yogurt, that sort of thing."

Another local, Tara Luzuriaga, 37, of Penryn enjoys the choice of pools at the Sierra Pool, but also the hours of operation.

"It was open in the morning, it's not very expensive, and it was a very hot day," Luzuriaga said Monday.

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At home, the Luzuriaga family tries to keep cool, but the pool seems to be the best way to beat the heat during the day.

"We close our blinds on the south side," Luzuriaga said. "We keep the windows and the doors all closed. During the day, we try to swim. The kids like to use the diving board, the older two, and then swim on the shallow end, practice their flips and their stroke and stuff. My 4-year-old likes to swim in the shallow end with me, but then there's the splash area, so then she can still have fun in the water."

's pools bring in residents from all over, including Pat Dailey, 62, who came down from Foresthill with his granddaughter, Alaysha Brittain, 6.

"They have the water park," Dailey said as to why he made the trek. "My granddaughter loves that."

During the summer, Dailey tries to stay indoors — when he's not on the golf course, that is.

"I'm out in the heat when I golf, but there's also ways to stay cool when you're on the golf course," Dailey said. "Pools are a really good source for cooling down."

Dailey prefers to stay in the shade and watch his granddaughter, who can't get enough of the pool.

Her favorite part of the 's facilities is the Splash Pool.

"Cause I like to go on the blue slide a lot," said Alaysha, who also likes to "Stay in the shade, and play with my friends."

"And go to the movies, too," said Dailey of his and his granddaughter's favorite summer activities, "because it's nice and cool in the movie theater."

"Movies are definitely a good idea," said Courtney Turner, a box office employee at Regal Auburn Stadium 10. "We always have the air conditioning on."

Turner said that ticket sales vary with the weather.

"On a mild day, it won't be busy," Turner said. "When it rains, everyone wants to get out. It gets a lot busier. If it's extreme heat, people want to escape and go to the movies."

Despite the expected heat this week, from dipping into the pool or into a tub of popcorn, there are plenty of options for families trying to stay cool in .

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Recreation Ramblings

The summer of our content

By: Kahl Muscott, for the Auburn Journal!



The months of June and July are ARD's prime time – our Super Bowl. Like a football team, we spend months in preparation for the coming onslaught that is summer. Seasonal staff is hired and trained beginning in February. Facilities are prepped for extra usage beginning in April, and supplies are purchased in anticipation of our "big game."

A list of the activities that ARD offers during our Super Bowl could take the rest of this column, and then some. To summarize, we offer a multitude of classes, camps, leagues, sports and events, as well as keeping our parks, pools and gyms open for the increased use seen during the warm weather months.

The summer of 2014 has seen a big resurgence in the amount of users and visitors to our parks, and we couldn't be happier. As an example, our Summer Day Camp numbers have grown by 25 percent. There are many reasons for this, however one of the biggest is the quality programming offered by our hard-working staff. These employees spend all day with large groups of kids ranging in age from 5 to 12. I spent two weeks as a Summer Day Camp counselor in my younger days, and I can report that I went home exhausted

each day. My hats go off to these staff members.

The recent heat has also driven up the numbers of users at the Marsha Skinner Memorial Sierra Pool and the Placer Hills Pool. We have had 600 more swimmers visit our pools this year (compared to last year at the same time). We have up to four different camps visit Sierra Pool each day, and two more at Placer Hills, as well as the general public looking for an inexpensive and fun way to cool off.

Add to this the myriad of other pool uses, including swim lessons, lap swim, master's swimming, competitive youth swimming, competitive youth synchronized swimming and the always popular water aerobics and our pools are open most summer days from 5:30 a.m. until 9 p.m.

Of course the recent heat has also led to some issues with irrigation. Our largest parks (Recreation, Regional, Meadow Vista and Ashford Parks) are all irrigated utilizing holding ponds that are filled with untreated water. During normal years we can find it hard to keep up with the demands of keeping turf green, especially when the sun decides to crank it up a notch. This year the drought has led to reduced flows to our ponds, making it that much more difficult. We have been "robbing" water from the back of certain park areas to keep ball fields and front areas as green as possible. So far it has gone

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surprisingly well, considering the heat and the water reductions. I attribute much of this to the dedication of our Facilities and Grounds employees, who spend part of each day maximizing the dwindling supply of water. Like everyone else, we are hoping for an early winter.

This is a just a brief glimpse into what has been happening at your parks this summer. As always, we have a great fall planned.

Quick plug No. 1: The second annual Food Truck Fiesta takes place Friday, Aug. 22 at Recreation Park. This free-to-attend event, which starts at 5 p.m., will feature 10 food trucks, four local wineries, beer from the Auburn Ale House, two live bands, a sample bike course and bounce houses for the kids. Most importantly, this event is a fund raiser for the Auburn Bike Park. Last year's event was a monster success and was a thoroughly entertaining night in the park. Hope to see you there.

Quick plug No. 2: ARD and the Auburn Endurance Challenge Committee are still encouraging residents to get involved in the Auburn Endurance Challenge. The goal of this challenge is to complete 100 miles by foot, hoof, or pedal, or to achieve 100 hours of exercise within one year. This is a great way to explore the Auburn area and the classes offered by ARD.

For more information on any of our parks and programs, please contact us at (530) 885-8461 or auburnrec.com.

Kahl Muscott is the district administrator for the Auburn Area Recreation and Park District

Keywords:

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- Reese Browning** Top Commenter Co-Owner and President at Old Town Pizza
Love ARD Great work Kahl and everyone at ARD Enjoyed Rec Park much more this summer bringing the grandkids over to swim and play
Reply Like Yesterday at 8:29am
- Stump Branch** Top Commenter Executive in charge of Fescue at Lawn mowing
There were so many people at the good truck event it's a shame auburn can't capitalize on the awesome mobile restaurants
Reply Like August 2 at 7:33am
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Third Annual Ukulele Festival and Workshops

AUBURN, CA (MPC) - The third annual Ukulele Festival opens at 9 a.m. and workshops begins at 10 a.m. on August 16th at Canyon View Community Center, 471 Maidu Dr. in Auburn. Workshops are offered several times during the day on the hour, and open mic is available much of the day. There will be some outdoor spaces set aside for small groups to jam.

Vendors will be present with the very latest in ukulele paraphernalia, and a food vendor will provide food and drinks at a reasonable cost for breakfast or snack time. They will also provide your lunch which is included in your entry fee!

Ukulele workshops include run from 10 a.m. to 6 p.m. and include:
Michelle Kiba: "Swing It" - In this workshop, you'll learn how to sweeten your swing chops by adding a pulse, movable chords, sliding chords, and even a little tablature to

some easy to moderate level Swing Tunes. **"Song of the Islands"** - after a short presentation on Hawaiian language fundamentals, we'll learn some contemporary hapa haole (half Hawaiian, half English) songs and even a Hawaiian Swing tune. You'll also learn some great strums including a simple reggae, a roll strum and the ever popular double strum.

Lorrie Feitias: "SONGS of the FIFTIES" - Strum styles, history, songs from the popular artists of Graffiti, Rock and Roll, and Rhythm and Blues. 1955 through 196.5 Beginners and Intermediates.
"Songs of the TWENTIES" - Swing ukulele chord patterns history, songs we keep wanting to revive and return to sing today. 1920 through 1930. Beginners and intermediates. Participants should be able to change chords in several keys especially C, G, F, A.

Dan Scanlan: "Play the Uke

Now!" - A fun class for absolute beginners that not only has students playing a tune or two right away but that gives them a clear vision of what "the job" is! Even accomplished players can get something out of it, especially if they started off the wrong foot (if there is such a thing ...). **"Pluck, Strum, Pinch, Muffle and Pick"** - Newbies, intermediate and advanced players learn a variety of strums and muffles, picking patterns and other finger, thumb and palm techniques to add interest and texture to songs. Trills, glissando, counterpoints, daring

Continued on page 2

The third annual Ukulele Festival is August 16th at Canyon View Community Center, 471 Maidu Dr. in Auburn. Workshops are offered several times during the day on the hour, and open mic is available much of the day. There will be outdoor spaces set aside for small groups to jam.



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*Sentinel
August, 2014*

Third Annual Ukulele Festival and Workshops

Continued From Page 1

rhythms, and other paraphernalia of the accomplished ukulele virtuoso are explored, studied and kept! "Shave and a Haircut, Two Bits" - The Circle of Fifths Demystified: A clear presentation on the circle of fifths and how to use it to write songs and anticipate chord changes.

Stu Herreid: "Unbelievable

"Strumbelievable Workshop" - Learn the ins and outs of Ukulele Strums with Stu. From "The Theory of Strumming", all the way up to the infamous "Number 7 Strum", Stu will give you some practical, very useful strums that will enhance your ukulele experience. From beginning to intermediate, there is something for everyone in this Workshop.

Dani Joy: "Syncopated

"Patterns" - Rolls, taps, pulls and isolating notes to give your song some extra flourish. We will combine these techniques in various ways and apply to an eclectic song list. Techniques are good for blues, jazz, contemporary and acoustic rock.

For more information, visit www.auburnrec.com. ★

Source: Auburn Recreation District

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City Council makes quick work of list of consent items

Vehicle fleet to grow; fortune-teller tax repealed

By: Eyragon Eidam of the Auburn Journal

SALMON CELEBRATION

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In a relatively quick meeting Monday night, the Auburn City Council made short work of a wide variety of agenda items.

From repealing a tax for fortune-tellers and approving an easement in Recreation Park to approving the purchase of new city vehicles and amending language within the city's sign ordinance. Monday's meeting was over in little more than an hour.

Council members unanimously approved the purchase of two new fleet vehicles, a Ford

Explorer and Ford F150, for use in city airport and sewer operation and maintenance.

Bernie Schroeder said the Ford Explorer will be funded using a combination of sewer and airport enterprise funds, while the Ford F150 will be funded solely with sewer enterprise funds.

The City Council also approved the easement for a Verizon telecommunications tower in Recreation Park, but declined to vote on language within the consent calendar item granting future encumbrance approval to the city manager.

Council members Kevin Hanley, Keith Nesbitt and Bill Kirby agreed the City Council should be included in decisions centered on encumbrances throughout the city.

The implementation of the tower will need to be approved by the Planning Commission prior to its placement on the property.

The lease of the 600-square-foot parcel in Recreation Park will bring in an annual \$26,400 for the Auburn Recreation District.

Council members also approved the amendment of the language of city sign ordinance and approved the removal of a city \$100 weekly tax and permit requirement for clairvoyants and fortune-tellers.

An informational presentation by members of the Save Auburn Ravine Salmon and Steelhead was also presented.

Mayor Bridget Powers was not in attendance at the meeting.

Keywords:

Auburn City Council Mayor Bridget Powers bernie schroeder councilman Kevin Hanley Councilman Keith Nesbitt Councilman Bill Kirby Councilman Mike Holmes

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From Portugal to Hawaii to Worldwide Auburn's Third Annual Gold Pan Ukulele Festival

Auburn's Third Annual Gold Pan Ukulele Festival will be held August 16, at the Canyon View Community Center, 471 Maidu Drive in Auburn.

There will be workshops and learning at all levels by local notable ukulele experts Saturday starting at 10am interrupted by lunch about mid-day! The afternoon brings group playing followed by local club entertainment. Fee for the day is \$30 per person and that includes lunch!

These festivals are great places to meet like-minded players of all levels: beginners, intermediates, or advanced, who gather and have FUN, the main attraction of the ukulele, carrying on the tradition as it was originally introduced by a small band of Portuguese immigrants to Hawaii those many years ago.

The ukulele has traveled quite a journey since 1879 when Portuguese immigrants answered the call Hawaii made for workers needed in the cane fields.

These men brought their Portuguese braquinho (often called a machete or machimbo), a five-stringed instrument similar in size to the small soprano ukulele most people are familiar with. (These musicians were the precursors of modern day uke players who never leave home without their ukes!) In their off hours they played on street corners where they gathered before growing, appreciative crowds of natives, who quickly adopted the instrument; the uke's cheerful, tinkling sound became very popular. Seeing the need for adjustments to the instrument so big-fingered men could more easily play, the Portuguese removed the middle string, replaced the metal strings with cat gut, made a softer, more melodic sound. Later, Nylon strings became popular, improvements being made today.

So popular was the instrument with the people that its presence arrived at the palace of King Kamehameha and Queen Liliuokalani, who became very accomplished players. They held regular, popu-



lar "jam" sessions and concerts as the instrument became more accessible. (The Queen herself composed, among other familiar songs, the much loved, Aloha Oe. Some of their original, personal ukes are on display in the palace/museum in Honolulu today!)

The ukulele has had a fascinating history since it was first introduced in the United States at the Panama-Pacific International Exposition held

in San Francisco in 1915, when small groups of Hawaiian bands performed in a blossom-bedecked booth, playing Hawaiian music for first time to enchanted listeners.

From its introduction in San Francisco, the uke's popularity grew in leaps and bounds across the states, eventually taking on the tunes of the Roaring '20s; sheet music began to be charted with ukulele chords along with piano chords, produced so it would be easier for ukers to buy and play popular music. Because of its portable size, the uke became a common instrument in homes, where it joined the popular piano at sing-alongs. (When the ukulele was taken to groups outside homes where loud bands were too powerful for them to be heard, the small 4 stringed banjo uke was introduced, adding a sharper, more commanding sound to its already familiar appeal.

There is definitely another resurgence of interest in this instrument - it is now being introduced world wide as a genuine instrument and not a toy (!) - And we locally have the bug. Over the years there are Ukulele Festivals held almost everywhere, including Auburn!

The Gold Pan Ukulele festival has become a yearly event, anticipated by many, attracting performers and attendees from around the world. Please see our website: www.auburnrec.com for all the information you will need, and to get your registration form for this fun event. Keep on strummin'!

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The mighty ukulele: four strings and a whole lot of fun

After all these years, instrument retains its simple charm

By: Paul Cambra, Features Editor



Gold Pan Ukulele Festival

What: Workshops, group performances, mash-ups and jam sessions, open mic with Cliff Johnson.

When: 10 a.m. to 6 p.m. Saturday, Aug. 16

Where: Canyon View Community Center, 471 Maidu Drive in Auburn

Cost: \$30 per person, \$50 couple, \$5 children under 12 (free with parent).

Admission includes lunch.

Info: (530) 863-4615, auburnrec.com

What do Barack Obama and Tony Blair have in common? OK, besides that whole "leader of the free world" thing. The answer: Both men play the ukulele (though proof of our president's prowess can apparently be found somewhere near his birth certificate).

But this small four-stringed instrument that first captivated attendees at the 1915 Panama Pacific International Exposition in San Francisco can often be found in the plucky hands of Warren Buffet, James Franco and Dwayne "The Rock" Johnson.

On Saturday, you'll be treated to some local uke aficionados at the 3rd annual Gold Pan Ukulele festival in Auburn. There will be jam sessions, mash-ups and open mics. Workshops that will get you to "Play the Uke Now" or help you step up your playing, from "Syncopated Patterns" to "The Theory of Strumming."

"Lot of times people start to play an instrument, they learn songs but they may not get the idea to keep the rhythm," said Dan Scanlan, ukulele performer and instructor. "I make sure they get the basic rhythm thing happening before we start; that's where the mistakes are made. If you mess up the lyric or melody, people don't really care, but if you mess up the rhythm, everybody notices."

Everyone seemed to notice the ukulele once it hit the American shores nearly a century ago. Now, Scanlan says, it's on its third wave of popularity.

"In 1915, at the Pan Pacific Expo in San Francisco, the Hawaiian Pavilion was a very favorite spot," Scanlan said. "The ukulele took off. Tin Pan Alley wrote songs for it for people to play at home. You could buy one for a couple of bucks."

He singled out 1915-1935 as the heyday of the ukulele.

"College students, moonlit nights, row boats, flappers, raccoon coats. Then Prohibition ended and the big bands came out. The ukulele went into the background."

Its popularity re-emerged in the '50s with Arthur Godfrey, who strummed it regularly on his television variety show. Then at the very end of the last century, it started to become favorable again because of the Internet.

"Ukulele players started to find each other; people started to pay attention," Scanlan said.

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"Now rock 'n' roll stars are playing them. There's a peace movement all over the world, a pledge of unity. Paul Moore is in Israel teaching Jewish and Muslim children to play together. Ukuleles can change the world. Ukes, not nukes!"
So if they were good enough for the likes of Neil Armstrong, Shirley Temple and Johnny Weissmuller — not to mention Ryan Gosling, George Clooney and Tom Hanks — it might be worth coming out and seeing what all of the fuss is about.

Keywords:

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Food truck set to draw big crowd

Vendors and organizers excited prepare for Friday event

By: Eyragon Eidam of the Auburn Journal



Vendors are getting ready for Auburn Recreation District's second annual Food Truck Fiesta this Friday.

Last year, the popular event brought more than of 1,000 people to Recreation Park to enjoy food, beer, wine and live music.

This year the event is expected to bring as many as 1,500 people, nine food trucks and four wineries from the greater Auburn area.

Kahl Muscott (CQ), district administrator for the Auburn Recreation District, said last year's vendors quickly ran out of food because of a "surprise crowd," but added this year they will be prepared with plenty of food and drinks.

"This year they all know to be prepared for a big crowd," Muscott said.

Muscott said the Cash Prophets and the High Beamz will be playing live music for the attendees. Kids will have bounce houses to play on and are encouraged to bring their bicycles to try out a temporary bike course.

Brendon Sullivan, owner of Bam Dazy BBQ, said this will be his second time at the Food Truck Fiesta.

He said his truck sold out of food in a matter of hours at the first event. Sullivan said his pulled pork sandwiches, tacos and ribs were very popular with attendees.

"We were there last year and we sold out in less than two hours," Sullivan said. "Everybody except one truck next to us sold out."



Auburn Food Truck Fiesta 2

5 p.m. Aug. 22 at Recreation Park

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Winemaker Mark Bonitata will be representing a portion of the Auburn-area wine community at the event's wine bar.

Bonitata said he plans to bring a mix of red and white wines for wine lovers to enjoy.

"I understand it was a hit last year," Bonitata said. "I'm really excited. I think this is going to be a really cool event."

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The festivities will begin at 5 p.m. Aug. 22 at Recreation Park. Proceeds from the event will go toward the Auburn Bike Park.

More information about the Food Truck Fiesta can be found by visiting www.auburnrec.com/event-page/food-truck-festival-2014/

Keywords:

Auburn Recreation District Food Truck Fiesta Kahl Muscott cash prophets High Beamz Bam Dazy BBQ Mark Bonitata

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Scott Holbrook Top Commenter CEO/Janitor at Scott's Econo Lube N Tune & Brakes

I thought Party in the Park was the ultimate in community events, when I thought this one up I had no idea how successful it would be - ARD has the best community event team ANYWHERE - Sheryl Petersen, Manouch Shirvanian Jerry Fisher & Kahl Muscott have it so down - then throw in Lisa and Diane who head up the **Auburn Bike Park** volunteers & this event is over the top - From Asian Fusion to Hot Dogs, Turkey Legs to Snow Cones there will be a ton of Mobile food vendors - 4 local wineries, the Auburn Alehouse Craft Brewery & Restaurant and Mussetter Distributing are bringing a bunch more taps serving up my favorite brews in the world - Pete will be out with Margaritas and other fun treats - Bring the kids and grandkids - along with their bikes and helmets - Beggs Field will be transformed into an incredible fun taste of the Bike Park! - Of course I have to thank my friends who will be bringng the musical treats - the **Cash Prophets** are flat out the best way to enjoy the songs of Johnny cash with an energy and attitude that make is both familiar and fresh. Chris Zanardi and the **High Beamz** will then take over the stage with their take on Funk - Groove and ?????? get ready to dance off some of the treats!! - Parking is a little tight, may want to consider the Fairgrounds - just sayin' Woo Hoo! this sure is a way to ensure we are all able to Keep Smilin'!

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Jim Powell Top Commenter Willow Glen High School

The best part for me is that it's a block from my house and I can hopefully walk home after sampling the brews

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The Other Side of Auburn

Another View: For boomers, pickleball is court of last resort

By: Gary Moffat, guest columnist



I have discovered the path to world peace, and it is a game called "pickleball." In fact, if diplomats could find a way to coax Barack Obama and Vladimir Putin on a court somewhere, relations between the United States and Russia could be normalized in a single afternoon.

That's because this game — played in a space about one-fourth the size of a tennis court — engenders goodwill; is based on teamwork and cooperation between doubles partners; is open to participants of all skill levels; and while games are spirited and can be very competitive, few people play to win at any cost.

For me, pickleball was immediately addictive. It provides a decent workout, and it is as much fun as I've had in a long, long time. Perhaps the best

part is that everywhere I have played — in Auburn, Grass Valley and Santa Cruz — people are instantly welcoming, patient and willing to help a newcomer with the basics of the sport, which is a mash-up of badminton, tennis and table tennis.

Though I played racquetball for many years — and some skills are transferable— my introduction to pickleball was two weeks ago when I participated in a two-hour beginner's clinic at DeVere Mautino Park hosted by the Grass Valley Pickleball Club. Since then, I've played three times, including indoors at Recreation Park in Auburn, where a basketball court does double duty as three pickleball courts. Clearly, I'm hooked.

While virtually anyone of any age can play, the meteoric rise of pickleball's popularity can be traced directly to the senior set. And based on Auburn's surplus in this demographic, the area has become a hotbed for the sport. Auburn Recreation District Administrator Kahl Muscott wrote about the phenomenon recently ([Auburn Journal, May 23, 2014](#)), noting then that the ARD board was considering transforming one of six Regional Park tennis courts into four pickleball courts.

This is yet another example of "senior creep," where the needs of the burgeoning legion of retirees is being accommodated by our larger society, just as it has done with health care and specialized housing. Anything to help encourage physical activity is a good thing, though, and even tennis players who see their domain shrinking are being good sports.

In fact the ARD board has approved the proposal for Regional Park. There will soon be a total of 14 ARD courts: three each indoors at Rec and Regional parks and four more purpose-built, outdoor courts in Meadow Vista where an ARD tournament in September is expected to draw more than 100 participants, according to the district's coordinator, Jerry Fisher.

The repurposing makes sense since ARD estimated the cost to build four new pickleball courts would be \$100,000, while conversion is \$20,000, though Muscott expects the

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project to come in under that. The really good news is player density: maximum number of tennis players at one time is four, while 16 pickleball enthusiasts can battle it out in the same court footprint.

What also makes pickleball such a great option is the cost to play is next to nil ... no expensive equipment or memberships required. All you need is a sturdy pair of court shoes and a paddle (not a racquet!). Nets and balls are provided by ARD and it costs nothing to play on the outdoor courts. Indoor play is a whopping \$16 per month. Even the upcoming tournament registration is just \$10 per person.

It's a bit pricier up in Grass Valley ... \$60 for a one-year membership to play on the outdoor courts (\$5 per month). To play on a drop-in basis the charge is only \$2, though the first two times you visit are free. It was the same when I played in Santa Cruz, just two bucks.

Although there is a singles version of pickleball, I've only seen people playing doubles, but you don't need a partner. Just show up and you are inserted in the rotation of players. Winners generally stay on the court, but partners become opponents and change sides. It's as democratic a format you'll ever encounter because you seldom play with the same partner twice, enabling you to avail yourself of skills advice from a variety of players.

What's more, there is no arguing about calls — the team on the receiving side makes challenge-free "in" and "out" rulings. Games are uniformly civil, and, frankly, everyone expects to win some and lose some. At the end of the day, my observation is that for most folks it's more about the social interaction and exercise rather than worrying about personal box scores.

The popularity of pickleball is apparent not only in the construction of new courts but also in the waits to get on existing courts. According to Cherry Dulaney, a pickleball dynamo at ARD, as many as 10 people can be in line at indoor courts. "Indoor play has been very successful," she told me. "Our local scene is booming and we'll do nothing but grow."

Information at www.auburnrec.com is limited, so try calling (530) 885-8461 for the indoor schedules; you can count on pickleball action every morning in Meadow Vista. The Grass Valley club's web address is www.grassvalleypickleballclub.org.

See you on the courts, and remember ... keep your eyes glued to the ball!

Gary Moffat lives in Auburn and co-owns a restaurant and wine shop in Old Town.

Keywords:

[Pickleball](#) [gary moffat](#) [auburn](#) [Old Town](#) [grass valley](#) [DeVere](#) [Mautino Park](#) [Grass Valley Pickleball Club](#) [Santa Cruz](#) [Meadow Vista](#) [Auburn Recreation District](#) [administrator](#) [Kahl Muscott](#) [Cherry Dulaney](#) [ARD](#) [Regional Park](#) [Jerry Fisher](#)

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Scott Holbrook Top Commenter - CEO/Janitor at Scott's Econo Lube N' Tune & Brakes

Any who were at the Auburn Chamber of Commerce State of the community a while ago know my lead role on the ARD Board in bringing Pickleball to the community. I am glad to see Gary endorsing the work I have done at the ARD to bring "alternative" recreation opportunities to the community. Alas the previous approval is going to have to be re-visited as the dimensions we are working with at the existing court will not fit the plans we approved - thus we are now going to look at the possibility converting 2 of the courts at Regional to create 6-8 courts - stay tuned for more, as pickleball is only going to continue to grow - it is a great sport. And again - I thank you Gary for highlighting the good work of the ARD for which Curt Smith and I have been a major part of - I look fwd to your vote come this November!

Reply Like 2 5 hours ago



Tori Murrill Connolly Top Commenter - Auburn, California

The racquetball club also has free pickleball for members, but not popular there. I have wanted to try so now with this testimony maybe I will

Reply Like 1 6 hours ago



Scott Holbrook Top Commenter - CEO/Janitor at Scott's Econo Lube N' Tune & Brakes

No fee at ARD! I really suggest going to Meadow Vista they have some great opportunities for new players - they will even loan you equipment and welcome you to the sport - it really is a sport for all to enjoy

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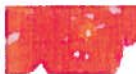
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