

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

**6:00 P.M.**

**THURSDAY, AUGUST 29, 2013  
CANYON VIEW COMMUNITY CENTER, BOARD ROOM  
471 MAIDU DRIVE  
AUBURN, CA**

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

**1.0 CALL TO ORDER**

**FLAG SALUTE (Pledge to the Flag)**

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

**Roll Call**

Gray \_\_\_\_\_ Smith \_\_\_\_\_ Holbrook \_\_\_\_\_ Ainsleigh \_\_\_\_\_ Ferris \_\_\_\_\_

**2.0 INTRODUCTIONS, PRESENTATIONS AND ANNOUNCEMENTS**

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 25, 2013 Meeting of the Board of Directors**

Review and approval of minutes.

\_\_\_\_\_ **5.2 Review of Cash Requirements for July, 2013 (Standing Finance Committee)**

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

\_\_\_\_\_ **5.3 Review of Financials for July, 2013 (Standing Finance Committee)**

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

\_\_\_\_\_ **5.4 Credit Card Policy Update (Standing Finance Committee)**

Shall the Auburn Area Recreation & Park District Board of Directors amend its policy on credit card use by staff?

Motion by \_\_\_\_\_ Second by \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_

Gray \_\_\_\_\_ Smith \_\_\_\_\_ Holbrook \_\_\_\_\_ Ainsleigh \_\_\_\_\_ Ferris \_\_\_\_\_

**Roll Call Vote**

**6.0 ITEMS REMOVED FROM CONSENT CALENDAR FOR SEPARATE ACTION**

6.1

**7.0 ADMINISTRATOR'S AND DEPARTMENTAL REPORTS**

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

**8.0 UNFINISHED BUSINESS**

**8.1 Sale of Sprint Lease (Standing Finance Committee)**

Shall the Auburn Area Recreation and Park District Board of Directors approve the sale of the Sprint lease?

Motion by \_\_\_\_\_ Second by \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_

Gray \_\_\_\_\_ Smith \_\_\_\_\_ Holbrook \_\_\_\_\_ Ainsleigh \_\_\_\_\_ Ferris \_\_\_\_\_

**Roll Call Vote**

**9.0 NEW BUSINESS**

**9.1 Sierra Pool Expansion Joint**

Shall the Auburn Area Recreation & Park District Board of Directors adopt Resolution Number 2013-10, A Resolution of the Governing Board of Directors of the Auburn Area Recreation & Park District Awarding a Contract for the Sierra Pool Expansion Joint?

Motion by \_\_\_\_\_ Second by \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_

Gray \_\_\_\_\_ Smith \_\_\_\_\_ Holbrook \_\_\_\_\_ Ainsleigh \_\_\_\_\_ Ferris \_\_\_\_\_

**Roll Call Vote**

**9.2 Project List Amendment – Pond Restoration (Acquisition & Development Committee)**

Shall the Auburn Area Recreation & Park District Board of Directors approve a project list amendment for pond cleaning?

Motion by \_\_\_\_\_ Second by \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_

Gray \_\_\_\_\_ Smith \_\_\_\_\_ Holbrook \_\_\_\_\_ Ainsleigh \_\_\_\_\_ Ferris \_\_\_\_\_

**Roll Call Vote**

\_\_\_\_\_ **9.3 Policy Regarding Using 5% as a Project Contingency Number (Program, Personnel, Policy & Fee Committee)**

Shall the Auburn Area Recreation and Park District Board of Directors approve a policy to use 5% as a project contingency number?

Motion by \_\_\_\_\_ Second by \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Gray \_\_\_\_\_ Smith \_\_\_\_\_ Holbrook \_\_\_\_\_ Ainsleigh \_\_\_\_\_ Ferris \_\_\_\_\_

**Roll Call Vote**

\_\_\_\_\_ **9.4 CAPRI Election Notice – Call for Nominations – Board of Directors of the Auburn Area Recreation and Park District Resolution Number 2013-11, Resolution Authorizing the Auburn Area Recreation and Park District to Be Placed in Nomination for a Seat on the California Association for Park and Recreation Indemnity (CAPRI)**

Motion by \_\_\_\_\_ Second by \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Gray \_\_\_\_\_ Smith \_\_\_\_\_ Holbrook \_\_\_\_\_ Ainsleigh \_\_\_\_\_ Ferris \_\_\_\_\_

**Roll Call Vote**

\_\_\_\_\_ **10.0 ITEMS FOR DISCUSSION AND INFORMATIONAL ITEMS**

1. Discussion of moving the October Board meeting up one week due to Halloween.
2. Marketing and Program Plan update.

\_\_\_\_\_ **11.0 BRIEF ANNOUNCEMENTS AND REPORTS FROM BOARD MEMBERS**

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

\_\_\_\_\_ **12.0 Board Member Comments:**

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

\_\_\_\_\_ **12.1 Chairman Appointments:**

**Acquisition & Development  
Committee**

Directors Gray & Ainsleigh

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

\_\_\_\_\_ **12.2 District Administrator Appointed Standing Committee:**

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

\_\_\_\_\_ **12.3 Media Representatives** District Administrator Kahl Muscott

\_\_\_\_\_ **12.4 Parliamentarian** District Administrator Kahl Muscott

\_\_\_\_\_ **13.0 CORRESPONDENCE/COMMUNICATIONS AND INFORMATIONAL**

- 1 Correspondence from John Renning regarding CVCC kitchen refrigerator.
- 2 Correspondence from Placer Sportsmen Inc. regarding the Annual Kid's Fishing Derby.

\_\_\_\_\_ **14.0 ITEMS TO BE CONSIDERED AT FUTURE BOARD MEETINGS**

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

None.

**14.2 PENDING ITEMS REQUIRING MORE DETAILED RESEARCH**

None.

\_\_\_\_\_ **15.0 PUBLIC COMMENT** This is the time wherein any person may comment on any item not on the agenda within the subject matter jurisdiction of the Board of Directors. After you are recognized by the Board Chairperson, please come to the lectern and state your name, and address for the record (optional). There is a time limitation of three minutes.

\_\_\_\_\_ **16.0 CLOSED SESSION**

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

**Title: District Administrator**

\_\_\_\_\_ **17.0 OPEN SESSION – REPORT/ACTION ON OR ABOUT CLOSED SESSION**

**ADJOURNMENT**

AUBURN AREA RECREATION AND PARK DISTRICT

This agenda is hereby certified to have been posted as follows:

8-23-13  
Date

1:00 PM.  
Time

R. Larson  
Clerk to the Board

**SECTION: 5.0**

**ITEM: 5.1 REVIEW AND APPROVAL OF MINUTES OF THE  
JULY 25, 2013 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 25, 2013, 6:00 p.m.  
Canyon View Community Center  
471 Maidu Drive  
Auburn, CA**

**Board Members**

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

**Board Members**

**Absent:** Director Jim Ferris

**Staff Present:**

Kahl Muscott, District Administrator  
Joe Fecko, Administrative Services Manager  
Larry Gray, Facilities & Grounds Manager  
Debbie Thomas, Youth Services Manager  
Sheryl Petersen, Recreation Services Manager  
Patricia Larson, Recording Secretary

**1.0 CALL TO ORDER**

The Meeting of the Board of Directors was called to order at 6:00 p.m. by Chairman Gray.

**2.0 INTRODUCTIONS, PRESENTATIONS AND ANNOUNCEMENTS**

None.

**3.0 AGENDA REVIEW, CHANGES AND APPROVAL**

A motion was made by Director Smith and seconded by Director Ainsleigh to approve the agenda with item 9.1, Audit for Fiscal Year 2012 – 2013 being moved to item 6.2.

4 – 0 motion carries.

**4.0 PUBLIC COMMENT**

None.



## **5.0 CONSENT ITEMS**

- 5.1 Review and Approval of Minutes of the May 30, 2013 Meeting of the Board of Directors**
- 5.2 Review of Cash Requirements for April, 2013 (Standing Finance Meeting)**
- 5.3 Review of Cash Requirements for May, 2013 (Standing Finance Meeting)**
- 5.4 Review of Cash Requirements for June, 2013 (Standing Finance Meeting)**
- 5.5 Review of Financials for April, 2013 (Standing Finance Meeting)**
- 5.6 Review of Financials for May, 2013 (Standing Finance Meeting)**
- 5.7 Review of Financials for June, 2013 (Standing Finance Meeting)**

A motion was made by Director Holbrook and seconded by Director Ainsleigh to approve the consent calendar.

### **Roll Call Vote**

2 no votes, 2 yes votes, 1 absent – motion did not carry.

Directors Gray and Smith voted no.

Directors Holbrook and Ainsleigh voted yes.

Director Ferris was absent.

A motion was made by Director Ainsleigh and seconded by Director Smith to approve the consent calendar and move item 5.1, Review and Approval of the May 30, 2013 Minutes of the Meeting of the Board of Directors to item 6.1 for the purpose of Director Smith to abstain on the minutes as he was not present at the May 2013 Board meeting.

### **Roll Call Vote**

4 – 0 motion carries.

**6.0 ITEMS REMOVED FROM CONSENT CALENDAR FOR SEPARATE ACTION**

**Item 6.1 – Item 5.1, Minutes of the May 30, 2013 Meeting of the Board of Directors became item 6.1**

A motion was made by Director Holbrook and seconded by Director Gray to approve the Minutes of the May 30, 2013 Meeting of the Board of Directors.

**Roll Call Vote**

3 – 0 – 1, motion carries.

3 yes votes, Directors Gray, Holbrook and Ainsleigh.

1 abstention – Director Smith.

1 absent – Director Ferris.

**Item 6.2 –Item 9.1, Audit for Fiscal Year 2012-2013 became item 6.2**

A presentation of the audit for Fiscal Year 2012-2013 was given by David Becker, CPA of James Marta & Company.

A motion was made by Director Holbrook and seconded by Director Ainsleigh to approve the Audit for Fiscal Year 2012 – 2013.

**Roll Call Vote**

4 – 0 motion carries.

**7.0 ADMINISTRATOR’S AND DEPARTMENTAL REPORTS**

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

The Board gave direction to staff to reduce the geese population at Regional Park.

**8.0 UNFINISHED BUSINESS**

**8.1 Resolution Number 2013-06, A Resolution of the Board of Directors of the Auburn Area Recreation & Park District, Approving Engineer’s Report, Confirming Diagram and Assessment and Ordering the Continuation of Assessments for Fiscal Year 2013-14 for the Atwood Ranch III Landscaping and Lighting Assessment District (Acquisition & Development Committee)**

A public hearing was held. No public attended.

A motion was made by Director Holbrook and seconded by Director Smith to adopt

Resolution Number 2013-06, A Resolution of the Board of Directors of the Auburn Area Recreation & Park District, Approving Engineer's Report, Confirming Diagram and Assessment and Ordering the Continuation of Assessments for Fiscal Year 2013-14 for the Atwood Ranch III Landscaping and Lighting Assessment District.

**Roll Call Vote**

4 – 0 motion carries.

**8.2 Resolution Number 2013-08 Requesting Collection of Charges on Tax Roll for Tax Year 2013-14 (Acquisition & Development Committee June, 2013)**

A motion was made by Director Holbrook and seconded by Director Ainsleigh to adopt Resolution Number 2013-08 Requesting Collection of Charges on Tax Roll for Tax Year 2013-14.

**Roll Call Vote**

4 – 0 motion carries.

**9.0 NEW BUSINESS**

**Item 9.1, Audit for Fiscal Year 2013 – 2013 was moved to 6.2.**

**Item 9.2 became 9.1, Resolution Number 2013-07, A Resolution of the Governing Board of Directors of the Auburn Area Recreation & Park District Approving the Transfer of Funds in the Amount of \$100,000 from the General Fund to the Equipment Reserve Fund, \$100,000 from the General Fund to the Future Capital Construction Reserve, and \$25,000 from the General Fund to the ADA Reserve for a Total of \$225,000. (Standing Finance Committee)**

A motion was made by Director Ainsleigh and seconded by Director Gray to adopt Resolution Number 2013-07, A Resolution of the Governing Board of Directors of the Auburn Area Recreation & Park District Approving the Transfer of Funds in the Amount of \$100,000 from the General Fund to the Equipment Reserve Fund, \$100,000 from the General Fund to the Future Capital Construction Reserve, and \$25,000 from the General Fund to the ADA Reserve for a Total of \$225,000.

**Roll Call Vote**

4 – 0 motion carries.

**Item 9.3 became 9.2, Ashford Park Paving Project**

A motion was made by Director Gray and seconded by Director Ainsleigh to adopt Resolution Number 2013-09, A Resolution of the Governing Board of Directors of the Auburn Area Recreation & Park District Awarding a Contract for the Ashford Park Paving Renovation Project.

**Roll Call Vote**

1 – 3 – 0, motion did not carry.

1 yes vote, Director Gray.

3 no votes, Directors Smith, Holbrook and Ainsleigh.

1 absent, Director Ferris.

A motion was made by Director Holbrook and seconded by Director Ainsleigh to adopt Resolution Number 2013-09 with the controlled contingency being changed from 10% to 5%.

**Roll Call Vote**

3 – 1 – 0 motion carries.

3 yes votes, Directors Smith, Holbrook and Ainsleigh.

1 no vote, Director Gray.

1 absent, Director Ferris.

**Item 9.4 became 9.3, Sale of Sprint Lease (Standing Finance Committee)**

A motion was made by Director Holbrook to approve the offer. Motion was retracted and died for lack of a second.

A motion was made by Director Holbrook and seconded by Director Ainsleigh to reject the current offer and continue negotiations.

**Roll Call Vote**

4 – 0 motion carries.

**Item 9.5 became 9.4, California Special Districts Association 2013 Board Elections**

A motion was made by Director Ainsleigh and seconded by Director Holbrook to vote for Gil Albiani.

4 – 0 motion carries.

A motion was made by Director Holbrook and seconded by Director Gray to move item 13.1 to item 9.5 for discussion. Board consensus was given to move this item.

**Item 13.1 became 9.5, Correspondence from Nancy Neuberger regarding pickleball courts and response from District Administrator Kahl Muscott.**

Nancy Neuberger made public comment that the courts are being used every day and they need more pickleball courts.

A representative for pickleball will attend the August 2013 Acquisition & Development meeting.

The meeting recessed at 7:21 p.m. and reconvened at 7:26 p.m.

**10.0 ITEMS FOR DISCUSSION AND INFORMATIONAL ITEMS**

1. PG&E/Placer Land Trust Document Review (Acquisition & Development Committee, see attachment). This item will be reviewed at the August 2013 Acquisition & Development meeting.

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

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

**12.0 Board Member Comments:**

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

**12.1 Chairman Appointments:**

<b>Acquisition &amp; Development Committee</b>	Directors Gray & Ainsleigh
<b>Party in the Park</b>	Directors Holbrook, Ferris & Staff
<b>Program, Personnel, Policy &amp; Fee Committee</b>	Directors Holbrook & Ferris
<b>Finance Committee</b>	Directors Holbrook & Smith
<b>User Group Liaisons</b>	Directors Gray & Ainsleigh
<b>Legal Review Committee</b>	Directors Holbrook & Ferris
<b>Sergeant at Arms</b>	District Administrator Kahl Muscott

**12.2 District Administrator Appointed Standing Committee:**

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

**12.3 Media Representatives** District Administrator Kahl Muscott

**12.4 Parliamentarian** District Administrator Kahl Muscott

**13.0 CORRESPONDENCE/COMMUNICATIONS AND INFORMATIONAL**

1. Correspondence from Nancy Neuberger regarding pickleball courts and response from District Administrator Kahl Muscott. This item was moved to item 9.5 for discussion.

The meeting recessed at 7:21 p.m. and reconvened at 7:26 p.m.

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

Discussion of a policy regarding 5% as a project contingency number will be an item on the August, 2013 Program, Personnel, Policy & Fee Meeting Agenda.

Discussion of more pickleball courts will be an item on the August, 2013 Acquisition & Development Meeting Agenda.

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

None.

**14.2 PENDING ITEMS REQUIRING MORE DETAILED RESEARCH**

None.

**15.0 PUBLIC COMMENT**

None.

**16.0 CLOSED SESSION – Closed Session began at 8:04 p.m.**

**OPEN SESSION – Open Session began at 8:10 p.m.**

The District Administrator received a satisfactory evaluation.

**ADJOURNMENT** - As there was no further business, the meeting was adjourned at 8:11 p.m. by Chairman Gray.

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Date

**SECTION: 5.0**

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

**DESCRIPTION: ACCOUNTS PAYABLE**

**INFORMATION: SEE ATTACHED INFORMATION**

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

**FISCAL IMPACT: \$158,834.60**



Auburn Rec & Park  
 VENDOR CHECK REGISTER REPORT  
 Payables Management

Ranges:	From:	To:	From:	To:
Check Number	First	Last	7/1/2013	7/31/2013
Vendor ID	First	Last	Checkbook ID UMPQ	UMPQ
Vendor Name	First	Last		

Sorted By: Check Date

\* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
56119	C0044	Gold Country Regional Chapter	7/5/2013	UMPQ	PMCHK00002059	\$45.00
56120	F0004	Court-Ordered Debt Collections	7/5/2013	UMPQ	PMCHK00002059	\$81.49
56121	S0016	Sam's Club	7/5/2013	UMPQ	PMCHK00002059	\$1,517.12
56122	S1007	Stationary Engineers, Local 39	7/5/2013	UMPQ	PMCHK00002059	\$220.24
56123	S1010	State Disbursement Unit	7/5/2013	UMPQ	PMCHK00002059	\$87.50
56124	U0019	US Bank	7/5/2013	UMPQ	PMCHK00002060	\$21,167.02
56125	M0019	Kahl Muscott	7/12/2013	UMPQ	PMCHK00002062	\$43.87
56126	TEMPS	Katy St.Clair	7/12/2013	UMPQ	PMCHK00002062	\$530.00
56177	1099-104	Thomas Seibel	7/12/2013	UMPQ	PMCHK00002061	\$162.50
56178	1099-147	Tom Isaac	7/12/2013	UMPQ	PMCHK00002061	\$211.25
56179	1099-193	Celena Polena	7/12/2013	UMPQ	PMCHK00002061	\$260.00
56180	1099-203	Susan Thomas	7/12/2013	UMPQ	PMCHK00002061	\$338.00
56181	1099-218	Auburn Gymnastics Center	7/12/2013	UMPQ	PMCHK00002061	\$715.00
56182	1099-247	Clifford Johnson	7/12/2013	UMPQ	PMCHK00002061	\$136.50
56183	1099-252	Donna Lisa Otto	7/12/2013	UMPQ	PMCHK00002061	\$745.00
56184	1099-254	Ralph Kendrick	7/12/2013	UMPQ	PMCHK00002061	\$420.00
56185	1099-264	Philip Green	7/12/2013	UMPQ	PMCHK00002061	\$429.00
56186	1099-269	Deborah Lynn	7/12/2013	UMPQ	PMCHK00002061	\$97.50
56187	1099-273	Richard A. Del Balso	7/12/2013	UMPQ	PMCHK00002061	\$52.00
56188	1099-277	Foothill Karake Do	7/12/2013	UMPQ	PMCHK00002061	\$175.50
56189	1099-278	Daniella Zimmerman	7/12/2013	UMPQ	PMCHK00002061	\$286.00
56190	1099-42	Guadalupe Cook	7/12/2013	UMPQ	PMCHK00002061	\$58.50
56191	1099-49	Paula Duffy	7/12/2013	UMPQ	PMCHK00002061	\$383.50
56192	1099-5	Daniel Crandall DBA:Current A	7/12/2013	UMPQ	PMCHK00002061	\$709.80
56193	1099-99	Chris Atkinson	7/12/2013	UMPQ	PMCHK00002061	\$225.00
56194	A0001	Recology Auburn Placer	7/12/2013	UMPQ	PMCHK00002061	\$783.62
56195	A0014	AT&T	7/12/2013	UMPQ	PMCHK00002061	\$720.03
56196	A0027	Recology Auburn Placer	7/12/2013	UMPQ	PMCHK00002061	\$1,254.58
56197	A0111	AllGood Driving School, Inc	7/12/2013	UMPQ	PMCHK00002061	\$56.25
56198	B0020	BSN Sports, Inc.	7/12/2013	UMPQ	PMCHK00002061	\$219.99
56199	C0044	Gold Country Regional Chapter	7/12/2013	UMPQ	PMCHK00002061	\$25.00
56200	C0072	CIT Technology Fin. Serv., Inc	7/12/2013	UMPQ	PMCHK00002061	\$532.13
56201	C0104	Campora Propane Service	7/12/2013	UMPQ	PMCHK00002061	\$45.00
56202	C0111	CENTRAL VALLEY BROADBAND	7/12/2013	UMPQ	PMCHK00002061	\$189.90
56203	C0113	Cooks Portable Toilets & Septi	7/12/2013	UMPQ	PMCHK00002061	\$1,598.38
56204	D0025	Dawson Oil Company	7/12/2013	UMPQ	PMCHK00002061	\$2,488.99
56205	E0012	Eagle Fence Company, Inc	7/12/2013	UMPQ	PMCHK00002061	\$759.00
56206	G0006	Gold Country Media Publication	7/12/2013	UMPQ	PMCHK00002061	\$1,267.84
56207	G0077	Gold Country Water	7/12/2013	UMPQ	PMCHK00002061	\$202.80
56208	J0012	Deere Credit, Inc.	7/12/2013	UMPQ	PMCHK00002061	\$990.63
56209	J0020	James Marta & Company	7/12/2013	UMPQ	PMCHK00002061	\$2,000.00
56210	K0011	Kaiser Foundation Health Plan,	7/12/2013	UMPQ	PMCHK00002061	\$19,154.00
56211	L0027	Pat Larson	7/12/2013	UMPQ	PMCHK00002061	\$26.01
56212	M0071	Mission Protection Systems Inc	7/12/2013	UMPQ	PMCHK00002061	\$2,620.00
56213	M0098	Meadow Vista County Water Dist	7/12/2013	UMPQ	PMCHK00002061	\$1,753.38
56214	M0099	George Eric Menig DBA Menig We	7/12/2013	UMPQ	PMCHK00002061	\$4,800.00
56215	N0003	Norris Electric, Inc.	7/12/2013	UMPQ	PMCHK00002061	\$287.63
56216	P0007	Pacific Gas & Electric Company	7/12/2013	UMPQ	PMCHK00002061	\$863.62
56217	P0058	Pitney Bowes Credit Corporatio	7/12/2013	UMPQ	PMCHK00002061	\$135.99
56218	P0101	Local Agency Formation Comissi	7/12/2013	UMPQ	PMCHK00002061	\$1,468.10
56219	R0017	Ridge Golf Course, Inc.	7/12/2013	UMPQ	PMCHK00002061	\$225.00
56220	R0025	Rotary Club of Auburn	7/12/2013	UMPQ	PMCHK00002061	\$180.00
56221	R0066	Rune Marketing	7/12/2013	UMPQ	PMCHK00002061	\$250.00
56222	S0034	Sierra Chemical Co.	7/12/2013	UMPQ	PMCHK00002061	\$687.68
56223	S0103	SCI Consulting Group	7/12/2013	UMPQ	PMCHK00002061	\$1,906.28
56224	S1000	State Of California/DOJ	7/12/2013	UMPQ	PMCHK00002061	\$64

Auburn Rec & Park  
 VENDOR CHECK REGISTER REPORT  
 Payables Management

\* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
56225	T0058	TELEPACIFIC COMMUNICATIONS	7/12/2013	UMPQ	PMCHK00002061	\$673.07
56226	T1000	Transamerica Life Insurance	7/12/2013	UMPQ	PMCHK00002061	\$400.00
56227	TEMPB	Holly Brokaw	7/12/2013	UMPQ	PMCHK00002061	\$104.00
56228	TEMPC	Christopher Cade	7/12/2013	UMPQ	PMCHK00002061	\$200.00
56229	TEMPS	Natalie Seward	7/12/2013	UMPQ	PMCHK00002061	\$100.00
56230	U0028	U.S. Bank Equipment Finance	7/12/2013	UMPQ	PMCHK00002061	\$383.82
56231	V0007	Verizon Wireless	7/12/2013	UMPQ	PMCHK00002061	\$319.36
56232	V0013	Pam Vann	7/12/2013	UMPQ	PMCHK00002061	\$32.09
56127	F0004	Court-Ordered Debt Collections	7/19/2013	UMPQ	PMCHK00002063	\$81.51
56128	S0084	Sacramento Kings	7/19/2013	UMPQ	PMCHK00002063	\$200.00
56129	S1007	Stationary Engineers, Local 39	7/19/2013	UMPQ	PMCHK00002063	\$220.24
56130	S1010	State Disbursement Unit	7/19/2013	UMPQ	PMCHK00002063	\$87.50
56131	TEMPB	Oliver Bell	7/19/2013	UMPQ	PMCHK00002063	\$360.00
56132	TEMPD	Kim Dunn	7/19/2013	UMPQ	PMCHK00002063	\$85.00
56133	TEMPW	Louise White	7/19/2013	UMPQ	PMCHK00002063	\$138.00
56279	P0053	Reserve Account	7/24/2013	UMPQ	PMCHK00002065	\$1,000.00
56233	1099-117	Juan Aceituno	7/26/2013	UMPQ	PMCHK00002064	\$500.50
56234	1099-149	Katie Doak	7/26/2013	UMPQ	PMCHK00002064	\$585.00
56235	1099-218	Auburn Gymnastics Center	7/26/2013	UMPQ	PMCHK00002064	\$542.75
56236	1099-243	Phillip Dallas	7/26/2013	UMPQ	PMCHK00002064	\$325.00
56237	1099-256	Annette Cowan	7/26/2013	UMPQ	PMCHK00002064	\$299.00
56238	1099-264	Philip Green	7/26/2013	UMPQ	PMCHK00002064	\$234.00
56239	1099-278	Daniella Zimmerman	7/26/2013	UMPQ	PMCHK00002064	\$62.40
56240	1099-284	Emily Rodgers	7/26/2013	UMPQ	PMCHK00002064	\$600.00
56241	1099-285	Amanda Rogers	7/26/2013	UMPQ	PMCHK00002064	\$136.50
56242	1099-286	Sullivan Chiropractic	7/26/2013	UMPQ	PMCHK00002064	\$300.00
56243	1099-49	Paula Duffy	7/26/2013	UMPQ	PMCHK00002064	\$681.85
56244	1099-5	Daniel Crandall DBA:Current A	7/26/2013	UMPQ	PMCHK00002064	\$389.20
56245	1099-53	Patricia Waskowiak	7/26/2013	UMPQ	PMCHK00002064	\$200.58
56246	A0133	P & G	7/26/2013	UMPQ	PMCHK00002064	\$273.00
56247	C0004	CAPRI	7/26/2013	UMPQ	PMCHK00002064	\$46,030.00
56248	C0061	California Computer Services	7/26/2013	UMPQ	PMCHK00002064	\$330.00
56249	C0075	Cintas Corporation	7/26/2013	UMPQ	PMCHK00002064	\$76.81
56250	C0111	CENTRAL VALLEY BROADBAND	7/26/2013	UMPQ	PMCHK00002064	\$259.90
56251	C0113	Cooks Portable Toilets & Septi	7/26/2013	UMPQ	PMCHK00002064	\$900.00
56252	D0066	De Lage Landen	7/26/2013	UMPQ	PMCHK00002064	\$535.36
56253	E0011	ECORP Consulting, Inc.	7/26/2013	UMPQ	PMCHK00002064	\$227.50
56254	G0003	Gold Country Fair	7/26/2013	UMPQ	PMCHK00002064	\$225.00
56255	G0006	Gold Country Media Publication	7/26/2013	UMPQ	PMCHK00002064	\$630.96
56256	G0045	Greater Sacramento Softball As	7/26/2013	UMPQ	PMCHK00002064	\$200.00
56257	N0033	Neilo Anderson and Associates	7/26/2013	UMPQ	PMCHK00002064	\$3,150.00
56258	P0007	Pacific Gas & Electric Company	7/26/2013	UMPQ	PMCHK00002064	\$13,122.20
56259	P0043	Placer County Sheriff's Office	7/26/2013	UMPQ	PMCHK00002064	\$449.08
56260	P0058	Pitney Bowes Credit Corporatio	7/26/2013	UMPQ	PMCHK00002064	\$85.30
56261	P1001	Principal Life Insurance Co-Gr	7/26/2013	UMPQ	PMCHK00002064	\$2,256.40
56262	S0034	Sierra Chemical Co.	7/26/2013	UMPQ	PMCHK00002064	\$617.48
56263	S0094	Manouch Shirvanioun	7/26/2013	UMPQ	PMCHK00002064	\$171.45
56264	S0110	Sierra Sports Service	7/26/2013	UMPQ	PMCHK00002064	\$884.00
56265	T0058	TELEPACIFIC COMMUNICATIONS	7/26/2013	UMPQ	PMCHK00002064	\$682.94
56266	TEMPA	Lottie Aston	7/26/2013	UMPQ	PMCHK00002064	\$140.00
56267	TEMPB	Jason Belles	7/26/2013	UMPQ	PMCHK00002064	\$85.00
56268	TEMPC	Gail Cohen	7/26/2013	UMPQ	PMCHK00002064	\$48.00
56269	TEMPD	Roneily Devai	7/26/2013	UMPQ	PMCHK00002064	\$85.00
56270	TEMPE	Traci Eichenhofer	7/26/2013	UMPQ	PMCHK00002064	\$55.00
56271	TEMPF	Robert Foster	7/26/2013	UMPQ	PMCHK00002064	\$36.00
56272	TEMPH	Jacob Hardey	7/26/2013	UMPQ	PMCHK00002064	\$108.00
56273	TEMPJ	Sharon Juchau	7/26/2013	UMPQ	PMCHK00002064	\$65.00
56274	TEMPK	John Kent	7/26/2013	UMPQ	PMCHK00002064	\$80.00
56275	TEMPN	Michelle Nobile	7/26/2013	UMPQ	PMCHK00002064	\$43.00
56276	TEMPT	Amy Tidd	7/26/2013	UMPQ	PMCHK00002064	\$50.00
56277	TEMPW	Pat Wages	7/26/2013	UMPQ	PMCHK00002064	\$48.00
56278	U0016	Uptown Signs & Graphics, Inc.	7/26/2013	UMPQ	PMCHK00002064	\$989.73

System: 8/12/2013 11:24:52 AM  
User Date: 7/31/2013

Auburn Rec & Park  
VENDOR CHECK REGISTER REPORT  
Payables Management

Page: 3  
User ID: kvandam

\* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
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Total Checks:	118				Total Amount of Checks:	\$158,834.60 =====

**SECTION: 5.0**

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

**DESCRIPTION: ACCOUNTS PAYABLE**

**INFORMATION: SEE ATTACHED INFORMATION**

**STAFF**

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

<b>PROFIT &amp; LOSS (Table 1)</b>					
<b>BUDGET 13/14</b>					
<b><i>Final Approved Budget</i></b>					
	<b>Final Approved</b>	<b>%</b>	<b>July</b>	<b>%</b>	
	<b>Budget</b>	<b>Of Total</b>	<b>ACTUAL</b>	<b>Of</b>	<b>Line Item</b>
<b>Operating Revenues</b>	<b>FY 13-14</b>				<b>Budget</b>
			<b>YTD</b>		
Program Revenue	\$ 697,400	17.1%	\$ 349,946		22.8
Facility Revenue	\$ 223,561	5.5%	\$ 103,546		6.7
Misc. Revenue	\$ 31,400	0.8%	\$ 1,403		0.1
Grants & Donations	\$ 20,750	0.5%	\$ 2,966		0.2
Interest Income	\$ 42,350	1.0%	\$ 9,325		0.6
Projects Revenue	\$ 495,000	12.2%	\$ 24,000		1.6
Tax Revenue	\$ 2,374,296	58.3%	\$ 1,044,496		68.0
In Kind	\$ -	0.0%	\$ -		0.0
Transf in from Cap Const & City Trust	\$ 185,459		0		0.0
<b>Total Operating Revenue</b>	<b>\$ 4,070,216</b>	<b>100.00</b>	<b>1,535,682</b>		<b>100.00</b>
<b>Expenditures</b>					
Program Expense	\$ 199,650	5.1%	\$ 81,548		6.8
Operating & Supplies	\$ 292,676	7.5%	\$ 98,952		8.3
Utilities Expense	\$ 203,955	5.2%	\$ 58,230		4.9
Professional Services	\$ 57,500	1.5%	\$ 21,472		1.8
Building & Grounds Maintenance	\$ 251,125	6.4%	\$ 93,177		7.8
Property Tax Admin.	\$ 52,200	1.3%	\$ 1,468		0.1
Wages	\$ 1,376,977	35.2%	\$ 429,951		35.9
Benefits & Payroll Costs	\$ 606,695	15.5%	\$ 210,520		17.6
Fixed Asset Expense	\$ 103,459	2.6%	\$ 66,186		5.5
Capital Improvement Projects	\$ 578,000	14.8%	\$ 12,323		1.0
Debt Services	\$ 154,942	4.0%	\$ 125,425		10.5
Special Departmental Expenses	\$ -	0.0%	\$ -		0.0
Project Expenditures	\$ 35,000	0.9%	\$ -		0.0
Misc Expense		0.0%			0.0
<b>Total Expenditures</b>	<b>\$ 3,912,179</b>	<b>100.00</b>	<b>\$ 1,199,252</b>		<b>100.00</b>
<b>Net Revenue Over Expenditures</b>	<b>\$ 158,037</b>	<b>3.88</b>	<b>\$336,430</b>		
Annual Contingency Reserve (1-2%)	\$ 444,950		\$ 444,950		
Annual Equip Replacement Reserve	\$ 558,531		\$ 558,531		
Future Capital Construction Reserve	\$ 682,329		\$ 682,329		
ADA Reserve	\$ 78,032		\$ 78,032		
<b>TOTAL RESERVES</b>	<b>\$ 1,763,842</b>		<b>\$ 1,763,842</b>		

## Notes to July financials

1. Meadow Vista maintenance is over budget due to the resurface of the pickle ball courts by J&S Asphalt
2. Railhead maintenance is over budget because of Brushbuster clearing the west end of the park and a large purchase of sprinkler heads for inventory.
3. Regional Community Center Maintenance is over budget due to replacement of rusted gutters.
4. Part time wages at Customer Service are over budget due to more hours being worked than budgeted.
5. Wages in admin are over budget due to the one- time payment for increased tax revenue
6. F&G benefits are over budget due to two employees changing coverage from the deductible plan to the HMO 20 as well as one part time employee changing to full time and choosing the HMO 20 plan.

As Of 7/31/2013  
For All Segment1s  
For All Segment2s  
For Segment3 0000 To 9999  
For All Segment4s

	Current YTD
ASSETS	
Current Assets	
Imprest Fund (Petty Cash)	\$580.00
Umpqua Bank	67,141.03
Placer County Treasure-General	2,794,178.57
ADA Reserve Account	78,031.75
Placer County Treasurer - City Trust	265,572.33
Cash in Debt Service Fund	119,045.31
Youth Asst. Fund	12,520.18
Atwood Fund	7,550.31
Atwood - Equip Replacement Fund	15,603.66
Arboretum Grant Fund	13,474.41
Shockley Maint Fund	14,748.00
Accounts Receivable	12,986.13
A/R - 501C3 Group	8,028.54
Daycamp Receivables	10,318.00
Prepaid Liability Expense	25,154.17
Prepaid Workers Compensation Insurance	10,453.86
	<hr/>
Total Current Assets	\$3,455,386.25
Fixed Assets	
Fixed Assets: Land	\$1,156,603.12
Fixed Assets: Structures	11,004,565.58
Fixed Assets: Equipment	604,810.83
Fixed Assets: Computer Equipment & Software	147,457.28
Fixed Assets: Vehicles	248,359.61
Fixed Assets: Office Furniture & Rec Equipment	48,123.75
Construction In Progress	71,754.66
Less: Accumulated Depreciation	(7,671,356.91)
	<hr/>
Total Fixed Assets	\$5,610,317.92
Total Assets	<u><u>\$9,065,704.17</u></u>

Auburn Rec & Park  
Balance Sheet  
As Of 7/31/2013  
For All Segment1s  
For All Segment2s  
For Segment3 0000 To 9999  
For All Segment4s

	Current YTD
<b>LIABILITIES and EQUITY</b>	
<b>Current Liabilities</b>	
Prepaid Revenue	\$44.00
Accounts Payable	23,796.76
Gift Certificates	(15.00)
Sales Tax Payable	61.46
Worker's Comp Payable	29,203.36
Compensated Absenses	96,136.14
	\$149,226.72
<b>Total Current Liabilities</b>	<b>\$149,226.72</b>
<b>Long Term Liabilities</b>	
Certificates of Participation-Dai Ichi Kangyo	120,000.00
	\$120,000.00
<b>Total Long Term Liabilities</b>	<b>\$120,000.00</b>
<b>Total Liabilities</b>	<b>\$269,226.72</b>
<b>Fund Balances</b>	
GFB: Youth Assistance Fund	\$12,520.18
GFB: General Fund Balance	757,847.21
Investments in Fixed Assets	5,610,317.92
Less: Net of Related Debt	(120,000.00)
RFB: Reserved (City Mitigation)	265,099.97
RFB: Annual Equip Replacement Reserv.	558,530.72
RFB: Annual Contingency Reserve	444,950.00
RFB: Reserved for Future Capital Construction	682,328.72
RFB: Arboretum Grant Fund	13,474.41
RFB: Reserved (Atwood)	7,550.31
RFB: Atwood III-Equip Repl Fund	15,603.66
RFB: General Fund (ADA Reserve)	78,031.75
RFB: Shockley Maint Fund	14,748.00
DFB: Designated (Debt Service Fund)	119,045.31
<b>Net Profit/(Loss)</b>	<b>336,429.29</b>
	<b>\$5,610,317.92</b>
<b>Total Assets</b>	<b>\$5,610,317.92</b>
<b>Total Reserved Funds</b>	<b>\$1,960,317.54</b>
<b>Total Designated Funds</b>	<b>\$119,045.31</b>
<b>Total Unrestricted Funds</b>	<b>\$1,106,796.68</b>
	<b>\$1,106,796.68</b>



Date: 8/12/2013

Auburn Rec & Park  
Balance Sheet  
As Of 7/31/2013  
For All Segment1s  
For All Segment2s  
For Segment3 0000 To 9999  
For All Segment4s

Page: 3

	Current
	YTD
Total Liabilities and Equity	\$9,065,704.17
	<hr/> <hr/>

Auburn Rec & Park  
 Profit & Loss  
 For 4/1/2013 To 7/31/2013  
 For Segment1 Recreation Services To Administration  
 For All Segment2s  
 For All Segment3s  
 For All Segment4s

	Current Month	Actual YTD	Budget YTD	Variance	Percent Of Budget
<b>OPERATING REVENUE</b>					
Park & Recreation Services	76,585.77	349,946.28	347,750.00	2,196.28	100.63
Rents & Concessions	19,306.67	103,546.42	114,718.00	(11,171.58)	90.26
Miscellaneous Revenue	(2,033.42)	1,402.87	6,300.00	(4,897.13)	22.27
Grants & Donations	1,799.06	2,966.06	5,500.00	(2,533.94)	53.93
Interest Income	3,476.46	9,324.74	15,000.00	(5,675.26)	62.17
Project Revenue - Government	0.00	24,000.00	24,000.00	0.00	100.00
Taxes Revenue	118,129.72	1,044,495.80	1,074,006.00	(29,510.20)	97.25
<b>TOTAL OPERATING REVENUE</b>	<b>\$217,264.26</b>	<b>\$1,535,682.17</b>	<b>\$1,587,274.00</b>	<b>(\$51,591.83)</b>	<b>96.75%</b>
<b>OTHER FINANCING SOURCES</b>					
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>TOTAL REVENUES</b>	<b>217,264.26</b>	<b>1,535,682.17</b>	<b>1,587,274.00</b>	<b>(51,591.83)</b>	<b>96.75</b>
<b>EXPENDITURES</b>					
Program Expenses	25,409.63	81,548.28	78,300.00	3,248.28	104.15
Operations & Supplies Expense	26,785.26	98,952.25	105,569.00	(6,616.75)	93.73
Utilities Expense	13,402.89	58,230.43	95,160.00	(36,929.57)	61.19
Legal Expenses	0.00	1,994.54	2,000.00	(5.46)	99.73
Professional Services	4,463.78	19,476.94	19,300.00	176.94	100.92
Bldg & Grounds Maintenance	35,523.94	93,176.51	89,300.00	3,876.51	104.34
Property Tax Administration/LAFCO	1,468.10	1,468.10	0.00	1,468.10	0.00
Salaries Expense	141,465.74	429,951.42	415,616.00	14,335.42	103.45
Benefits & Payroll Costs	53,839.63	210,520.37	199,725.00	10,795.37	105.41
Fixed Asset Expense	2,620.00	66,186.14	72,100.00	(5,913.86)	91.80
Capital Improvement Projects	5,262.98	12,322.88	12,600.00	(277.12)	97.80

For 4/1/2013 To 7/31/2013  
For Segment1 Recreation Services To Administration  
For All Segment2s  
For All Segment3s  
For All Segment4s

	Current Month	Actual YTD	Budget YTD	Variance	Percent Of Budget
Debt Service	990.63	125,425.02	123,463.00	1,962.02	101.59
<b>TOTAL EXPENDITURES</b>	\$311,232.58	\$1,199,252.88	\$1,213,133.00	(\$13,880.12)	98.86%
<b>NET REVENUE OVER EXPENDITURES</b>	(\$93,968.32)	\$336,429.29	\$374,141.00	(\$37,711.71)	89.92%
<b>ADJ. NET REVENUE OVER EXPENDITURES</b>	(\$93,968.32)	\$336,429.29	\$374,141.00	(\$37,711.71)	89.92%

For 4/1/2013 To 7/31/2013  
For Segment1 Recreation Services To Administration  
For All Segment2s  
For All Segment3s  
For All Segment4s

	Current Month	Actual YTD	Budget YTD	Variance	Percent Of Budget
<b>OPERATING REVENUE</b>					
<b>Park &amp; Recreation Services</b>					
Aub Elem DSC Rev	26.00	16,814.78	16,000.00	814.78	105.09
Skyridge DSC Rev	637.00	23,603.38	22,100.00	1,503.38	106.80
CIT Revenue	0.00	0.00	500.00	(500.00)	0.00
Day Camp Rev	33,949.92	83,862.42	83,000.00	862.42	101.04
Newcastle DSC Revenue	884.00	20,266.50	17,500.00	2,766.50	115.81
Adult Softball	109.50	14,439.50	18,000.00	(3,560.50)	80.22
Adult Basketball	0.00	1,512.00	1,500.00	12.00	100.80
Sr. Sports	24.00	24.00	0.00	24.00	0.00
Adult Volleyball	158.00	1,680.00	1,100.00	580.00	152.73
Pickle Ball Revenue	272.00	1,582.00	1,500.00	82.00	105.47
Adult Classes	2,380.00	15,774.10	18,000.00	(2,225.90)	87.63
Adult Class Rev - Bureau	315.00	4,335.00	3,000.00	1,335.00	144.50
T-Ball	(55.00)	1,635.00	1,000.00	635.00	163.50
Youth Classes	2,367.60	15,001.35	22,000.00	(6,998.65)	68.19
Youth Class Rev - Bureau	30.00	30.00	1,000.00	(970.00)	3.00
Youth Archery	90.00	90.00	0.00	90.00	0.00
Preschool Classes	0.00	6,880.00	5,500.00	1,380.00	125.09
Aquatic Activities	875.00	4,160.00	4,250.00	(90.00)	97.88
Aquatic Activities - PH Pool	515.00	1,275.00	500.00	775.00	255.00
Master Swim Revenue	585.00	3,075.00	3,000.00	75.00	102.50
Stroke and Turn Revenue	43.00	2,257.00	1,850.00	407.00	122.00
Public Swim	11,554.20	23,616.20	23,500.00	116.20	100.49
Public Swim - Placer Hills	2,487.00	2,860.50	2,200.00	660.50	130.02
Swim Lessons	5,524.00	23,249.50	26,750.00	(3,500.50)	86.91
Swim Lessons - PH	2,743.00	8,669.00	7,000.00	1,669.00	123.84
Swim Team	300.00	26,521.50	20,000.00	6,521.50	132.61
Synchro Team	0.00	5,605.00	4,500.00	1,105.00	124.56

Profit & Loss

For 4/1/2013 To 7/31/2013  
For Segment1 Recreation Services To Administration

For All Segment2s

For All Segment3s

For All Segment4s

	Current Month	Actual YTD	Budget YTD	Variance	Percent Of Budget
Youth Camps	2,203.00	14,820.00	16,000.00	(1,180.00)	92.63
Youth Camp Rev - Bureau	3,605.00	11,525.00	11,500.00	25.00	100.22
Youth Sports Camps	(85.00)	2,160.00	4,000.00	(1,840.00)	54.00
Youth Sports Camps - Bureau	1,258.75	1,513.75	1,500.00	13.75	100.92
Special Events	761.00	991.00	2,000.00	(1,009.00)	49.55
Party in the Park	2,491.80	6,366.80	3,000.00	3,366.80	212.23
Auburn Community Festival	15.00	15.00	0.00	15.00	0.00
Out of District Fees - Cust Serv	522.00	3,616.00	4,500.00	(884.00)	80.36
Return Check Fees - Cust Serv	0.00	120.00	0.00	120.00	0.00
<b>Total Parks and Recreation Services</b>	<b>76,585.77</b>	<b>349,946.28</b>	<b>347,750.00</b>	<b>2,196.28</b>	<b>100.63</b>
<b>Rents &amp; Concessions</b>					
Fee Waivers, Public	(275.00)	(2,605.00)	(6,500.00)	3,895.00	40.08
Fee Waivers, Public, Reclamation	0.00	(950.00)	(1,000.00)	50.00	95.00
Fee Waiver - Offset	275.00	3,555.00	7,500.00	(3,945.00)	47.40
Blue Bird Room-CVCC	0.00	1,150.00	500.00	650.00	230.00
Lakeside Rental Revenue - Reg	250.00	1,422.00	1,500.00	(78.00)	94.80
Sierra Room Rental - CVCC	2,520.00	6,300.00	7,630.00	(1,330.00)	82.57
Sunset Room Rental - CVCC	270.00	690.00	250.00	440.00	276.00
Canyon View Room Rental - CVCC	590.00	2,045.00	3,500.00	(1,455.00)	58.43
Foothills Room Rental - CVCC	1,552.50	3,715.00	2,400.00	1,315.00	154.79
Oak Room Rental - CVCC	135.00	270.00	300.00	(30.00)	90.00
Sierra/Splash Pool Rental	0.00	1,000.00	4,000.00	(3,000.00)	25.00
Pool Rental Revenue - PH	250.00	1,900.00	1,500.00	400.00	126.67
American River Room-CVCC	175.00	1,600.00	2,000.00	(400.00)	80.00
Board Room Rental	607.50	1,215.00	1,200.00	15.00	101.25
Conference (Module) Rental - Overlook	500.00	2,324.00	3,000.00	(676.00)	77.47
Gazebo Rentals	0.00	320.00	200.00	120.00	160.00
Rock Creek Modular Rent	300.00	1,200.00	1,200.00	0.00	100.00

Auburn Rec & Park  
Profit & Loss  
For 4/1/2013 To 7/31/2013  
For Segment1 Recreation Services To Administration  
For All Segment2s  
For All Segment3s  
For All Segment4s

	Current Month	Actual YTD	Budget YTD	Variance	Percent Of Budget
Gym Rental Revenue - Rec	480.00	480.00	1,700.00	(1,220.00)	28.24
Gym Rental Revenue - Reg	0.00	2,419.50	4,500.00	(2,080.50)	53.77
Tutor Totter Lease Agreement	0.00	1,437.00	1,188.00	249.00	120.96
Kitchen Rental Revenue - Rec	80.00	80.00	0.00	80.00	0.00
Kitchen Rental Revenue - CVCC	405.01	970.02	1,500.00	(529.98)	64.67
Picnic Area Rental Revenue - Rec	905.00	4,800.00	5,500.00	(700.00)	87.27
Picnic Area Rental Revenue - Reg	300.00	1,230.00	2,500.00	(1,270.00)	49.20
Picnic Area Rental Revenue - Ash	50.00	670.00	900.00	(230.00)	74.44
Picnic Area Rental Revenue - MV	85.00	1,825.00	2,350.00	(525.00)	77.66
Field " Recreation" Rental Revenue	36.00	2,893.50	2,000.00	893.50	144.68
Field A Rental Revenue - Reg	0.00	52.00	100.00	(48.00)	52.00
Field "Softball" Rental - MV	0.00	1,636.00	1,500.00	136.00	109.07
Field Rental - CV	0.00	900.00	500.00	400.00	180.00
Field Soccer/Baseball-Winchester	0.00	442.00	1,000.00	(558.00)	44.20
Field "Beggs" Rental - Rec	0.00	3,220.00	1,500.00	1,720.00	214.67
Field B Rental Rev - Reg	456.00	2,296.00	2,500.00	(204.00)	91.84
Field "James" Rental - Rec	(50.00)	8,407.50	9,000.00	(592.50)	93.42
Field C Rental - Reg	1,600.00	2,311.00	1,700.00	611.00	135.94
Field "Soccer Regional" Rental	1,616.00	4,016.00	1,200.00	2,816.00	334.67
Field "Soccer A" Rental - Railhead	765.00	9,047.00	11,600.00	(2,553.00)	77.99
Field "Soccer B" Rental - Railhead	644.00	11,974.00	11,000.00	974.00	108.86
Field Lining Revenue - Reg	0.00	0.00	400.00	(400.00)	0.00
Misc Rents & Concessions	4,079.66	9,573.90	10,000.00	(426.10)	95.74
Custodial Fees - F&G	705.00	7,145.00	11,000.00	(3,855.00)	64.96
Set-up/Take-down - F&G	0.00	570.00	400.00	170.00	142.50
<b>Total Rents and Concessions</b>	<b>19,306.67</b>	<b>103,546.42</b>	<b>114,718.00</b>	<b>(11,171.58)</b>	<b>90.26</b>
Miscellaneous Revenue					
Activity Guide - Advertising Rev.	(321.00)	(221.00)	1,000.00	(1,221.00)	(22.10)

Profit & Loss

For 4/1/2013 To 7/31/2013

For Segment1 Recreation Services To Administration

For All Segment2s

For All Segment3s

For All Segment4s

	Current Month	Actual YTD	Budget YTD	Variance	Percent Of Budget
Miscellaneous Income - Admin.	26.91	63.87	3,500.00	(3,436.13)	1.83
Miscellaneous Income - F & G	(2,009.33)	0.00	200.00	(200.00)	0.00
Alcohol Permit Fee	270.00	1,560.00	1,600.00	(40.00)	97.50
<b>Total Miscellaneous Revenue</b>	<b>(2,033.42)</b>	<b>1,402.87</b>	<b>6,300.00</b>	<b>(4,897.13)</b>	<b>22.27</b>
<b>Grants &amp; Donations</b>					
Youth Asst. Rev	504.00	1,661.00	4,000.00	(2,339.00)	41.53
Donations - F & G	1,295.06	1,295.06	0.00	1,295.06	0.00
Donations - Recreation	0.00	0.00	1,500.00	(1,500.00)	0.00
Donations - Pump Track	0.00	10.00	0.00	10.00	0.00
<b>Total Grants and Donations</b>	<b>1,799.06</b>	<b>2,966.06</b>	<b>5,500.00</b>	<b>(2,533.94)</b>	<b>53.93</b>
<b>Interest Income</b>					
Interest Income - Other	69.85	272.23	0.00	272.23	0.00
Interest Revenue - County	3,146.47	8,359.89	14,000.00	(5,640.11)	59.71
Interest Revenue - City Trust	260.14	692.62	1,000.00	(307.38)	69.26
<b>Total Interest Income</b>	<b>3,476.46</b>	<b>9,324.74</b>	<b>15,000.00</b>	<b>(5,675.26)</b>	<b>62.17</b>
<b>Project Revenue - Government</b>					
County Mitigation Revenue	0.00	24,000.00	24,000.00	0.00	100.00
<b>Total Project Revenue - Government</b>	<b>0.00</b>	<b>24,000.00</b>	<b>24,000.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Tax Revenue</b>					

For 4/1/2013 To 7/31/2013  
For Segment1 Recreation Services To Administration  
For All Segment2s  
For All Segment3s  
For All Segment4s

	Current Month	Actual YTD	Budget YTD	Variance	Percent Of Budget
Current Secured Property Taxes General	84,522.82	946,631.05	967,817.00	(21,185.95)	97.81
Homeowner's Prop. Tax Relief	3,583.07	11,943.56	14,332.00	(2,388.44)	83.34
Current Unsecured Prop Taxes General	1,271.42	1,257.47	860.00	397.47	146.22
Current Supplemental Property Taxes	6,932.14	16,637.31	9,538.00	7,099.31	174.43
Unitary & Op Non-unitary Tax	4,349.13	39,142.48	43,618.00	(4,475.52)	89.74
Prior Unsecured Property Taxes	0.00	0.00	696.00	(696.00)	0.00
Timber Tax Guarantee	0.00	0.61	0.00	0.61	0.00
Atwood Tax Revenue	1,062.63	9,563.69	9,500.00	63.69	100.67
Prior Secured Property Taxes	0.00	0.00	2,565.00	(2,565.00)	0.00
Railroad Unitary Property Taxes	66.01	594.07	80.00	514.07	742.59
RDA Pass-Throughs	17,637.56	18,725.56	25,000.00	(6,274.44)	74.90
Grant Proceeds	(1,295.06)	0.00	0.00	0.00	0.00
<b>Total Tax Revenue</b>	<b>118,129.72</b>	<b>1,044,495.80</b>	<b>1,074,006.00</b>	<b>(29,510.20)</b>	<b>97.25</b>
<b>TOTAL OPERATING REVENUE</b>	<b>\$217,264.26</b>	<b>\$1,535,682.17</b>	<b>\$1,587,274.00</b>	<b>(\$51,591.83)</b>	<b>96.75%</b>
<b>OTHER FINANCING SOURCES</b>					
Transfers from Other Funding Sources	0.00	0.00	0.00	0.00	0.00
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL REVENUES</b>	<b>217,264.26</b>	<b>1,535,682.17</b>	<b>1,587,274.00</b>	<b>(51,591.83)</b>	<b>96.75</b>
<b>EXPENDITURES</b>					



## Profit &amp; Loss

For 4/1/2013 To 7/31/2013

## For Segment1 Recreation Services To Administration

For All Segment2s

For All Segment3s

For All Segment4s

	Current Month	Actual YTD	Budget YTD	Variance	Percent Of Budget
Program Expenses					
Instructor/Aquatics	1,020.00	2,310.00	3,100.00	(790.00)	74.52
Instructor/Adult Classes	2,881.20	8,174.80	9,500.00	(1,325.20)	86.05
Instr/Adult Classes - Bureau	985.50	4,467.60	4,500.00	(32.40)	99.28
Instructor/Youth Classes	2,525.90	9,925.10	14,500.00	(4,574.90)	68.45
Instructor pymt - Preschool Classes	0.00	4,475.25	3,500.00	975.25	127.86
Officials/Adult Softball	650.00	3,926.00	4,000.00	(74.00)	98.15
Officials/Adult Basketball	234.00	702.00	450.00	252.00	156.00
Officials/Adult Volleyball	0.00	208.00	500.00	(292.00)	41.60
Officials/Youth Basketball	0.00	1,104.00	500.00	604.00	220.80
Instructor/Youth Camps	2,344.90	5,440.40	2,900.00	2,540.40	187.60
Instr/Y Camp - Bureau	585.00	585.00	600.00	(15.00)	97.50
Instructors - Youth Sports Camps	0.00	0.00	2,000.00	(2,000.00)	0.00
Aub Elem/Program Exp	15.45	436.48	400.00	36.48	109.12
Skyridge/Program Exp	60.60	626.94	550.00	76.94	113.99
Day Camp/Program Exp	5,196.58	7,452.42	5,750.00	1,702.42	129.61
Newcastle Program Expense	15.46	905.36	1,050.00	(144.64)	86.23
Adult Softball Expense	200.00	3,221.31	1,100.00	2,121.31	292.85
Adult Volleyball Expense	91.86	91.86	100.00	(8.14)	91.86
Pickle Ball Tennis Expense	34.03	1,243.42	1,250.00	(6.58)	99.47
Adult Class Expense	0.00	0.00	200.00	(200.00)	0.00
Youth Basketball Expense	200.00	11,307.50	5,500.00	5,807.50	205.59
T - Ball	416.76	416.76	0.00	416.76	0.00
Youth Class Expense	0.00	0.00	1,000.00	(1,000.00)	0.00
Aquatic Activities	57.00	1,146.00	500.00	646.00	229.20
Public Swim Expense	483.81	2,208.58	1,800.00	408.58	122.70
Public Swim Exp - PH Pool	0.00	385.00	400.00	(15.00)	96.25
Swim Lessons	0.00	14.82	0.00	14.82	0.00
Swim Team	0.00	150.00	900.00	(750.00)	16.67
Synchro Team	0.00	(1,098.97)	250.00	(1,348.97)	(439.59)

Profit & Loss

For 4/1/2013 To 7/31/2013

For Segment1 Recreation Services To Administration

For All Segment2s

For All Segment3s

For All Segment4s

	Current Month	Actual YTD	Budget YTD	Variance	Percent Of Budget
Youth Camps	0.00	131.15	500.00	(368.85)	26.23
Youth Sports Camps	438.60	438.60	0.00	438.60	0.00
Special Events	5,297.85	4,128.38	4,000.00	128.38	103.21
Party in the Park	1,675.13	7,024.52	7,000.00	24.52	100.35
<b>Total Program Expenses</b>	<b>25,409.63</b>	<b>81,548.28</b>	<b>78,300.00</b>	<b>3,248.28</b>	<b>104.15</b>
<b>Operations &amp; Supplies</b>					
Cal Card Incentive	0.00	(561.57)	(400.00)	(161.57)	140.39
Cash Short/Over-Cust Serv	0.00	(1.00)	0.00	(1.00)	0.00
Merchant Fees - Cust Serv	625.86	1,687.45	1,200.00	487.45	140.62
Telephone - Placer Hills Pool	14.80	44.31	58.00	(13.69)	76.40
Telephone - Cust Serv	1,472.24	3,057.13	2,000.00	1,057.13	152.86
Telephone (CVCC) - Admin	372.70	1,242.24	1,600.00	(357.76)	77.64
Gift Certificates Expensed	0.00	550.00	0.00	550.00	0.00
Telephone - Youth Services	3.70	7.48	20.00	(12.52)	37.40
Telephone - Recreation	36.75	102.96	100.00	2.96	102.96
Telephone - Facilities & Grounds	608.75	1,758.50	2,800.00	(1,041.50)	62.80
Postage - Cust Serv	500.00	500.00	800.00	(300.00)	62.50
Postage - Admin	500.00	988.98	400.00	588.98	247.25
Bank Service Charges	100.30	390.93	400.00	(9.07)	97.73
Office Supplies - Rec	78.42	392.81	50.00	342.81	785.62
Office Supplies - Aquatics	0.00	32.24	0.00	32.24	0.00
Office Supplies - Youth Services	0.00	48.30	250.00	(201.70)	19.32
Office Supplies - F & G	115.49	311.45	400.00	(88.55)	77.86
Office Supplies-Cust Serv	252.56	783.02	400.00	383.02	195.76
Office Supplies - Admin	488.15	1,563.02	1,700.00	(136.98)	91.94
Duplication Costs - Youth Services	0.00	0.00	100.00	(100.00)	0.00
Duplication Costs - F & G	0.00	0.00	100.00	(100.00)	0.00
Duplication Costs - Cust Serv	1,654.61	1,941.66	1,000.00	941.66	194.17

Auburn Rec & Park  
Profit & Loss  
For 4/1/2013 To 7/31/2013  
For Segment1 Recreation Services To Administration  
For All Segment2s  
For All Segment3s  
For All Segment4s

	Current Month	Actual YTD	Budget YTD	Variance	Percent Of Budget
Duplication Costs - Admin	(32.63)	169.51	760.00	(590.49)	22.30
Office Equip Rental - Cust Serv	915.95	3,749.10	4,000.00	(250.90)	93.73
Office Equip Rental - Admin	756.65	2,487.34	2,412.00	75.34	103.12
Dining Expense - F&G	0.00	31.00	0.00	31.00	0.00
Dining Expense	41.29	143.29	400.00	(256.71)	35.82
Gas/Mileage Expense - C.Serv	105.45	190.36	200.00	(9.64)	95.18
Gas/Mileage Expense - Admin	44.88	304.46	200.00	104.46	152.23
Gas/Mileage Expense - Rec.	0.00	48.84	100.00	(51.16)	48.84
Gas/Mileage Expense - Aqua	136.14	136.14	0.00	136.14	0.00
Gas/Mileage Expense - YS	0.00	11.11	50.00	(38.89)	22.22
Gas/Mileage Expense - F & G	2,560.47	9,827.11	10,500.00	(672.89)	93.59
General Administrative Exp - Admin	0.00	0.00	200.00	(200.00)	0.00
Liability Insurance - Admin	5,030.83	19,189.07	19,250.00	(60.93)	99.68
Board Expense	136.83	449.32	1,000.00	(550.68)	44.93
Public Relations/Marketing - Recreation	0.00	0.00	700.00	(700.00)	0.00
Public Relations/Marketing - Youth Services	0.00	0.00	500.00	(500.00)	0.00
Public Relations/Marketing - Cust Serv	1,293.50	4,457.33	4,000.00	457.33	111.43
Public Relations/Marketing - Admin	0.00	853.42	1,500.00	(646.58)	56.90
Dues and Subscriptions - Cust Service	145.00	145.00	0.00	145.00	0.00
Dues and Subscriptions - Admin	205.00	5,375.00	4,500.00	875.00	119.44
Dues and Subscriptions - Rec.	0.00	80.00	100.00	(20.00)	80.00
Company Celebrations	0.00	0.00	100.00	(100.00)	0.00
Staff Development - Cust Serv	0.00	99.00	0.00	99.00	0.00
Staff Development - Admin	15.00	224.00	1,000.00	(776.00)	22.40
Staff Development - Rec.	0.00	170.00	500.00	(330.00)	34.00
Staff Development - Aquatics	0.00	0.00	300.00	(300.00)	0.00
Staff Development - Youth Services	0.00	0.00	50.00	(50.00)	0.00
Staff Development - F & G	0.00	0.00	500.00	(500.00)	0.00
Uniform Exp - Aquatics	0.00	0.00	250.00	(250.00)	0.00
Uniform Exp - F & G	91.38	517.08	0.00	517.08	0.00

Profit & Loss

For 4/1/2013 To 7/31/2013

For Segment1 Recreation Services To Administration

For All Segment2s

For All Segment3s

For All Segment4s

	Current Month	Actual YTD	Budget YTD	Variance	Percent Of Budget
Safety Supplies - F & G	196.56	1,056.38	950.00	106.38	111.20
Restroom Supplies - Recreation Park	437.07	842.08	400.00	442.08	210.52
Restroom Supplies - Regional Park	396.17	705.55	600.00	105.55	117.59
Restroom Supplies - Ashford Park	114.47	397.81	400.00	(2.19)	99.45
Restroom Supplies - Meadow Vista Park	114.47	351.88	400.00	(48.12)	87.97
Restroom Supplies - Railroad Park	114.47	395.42	400.00	(4.58)	98.86
Restroom Supplies - Overlook Park	114.47	354.01	400.00	(45.99)	88.50
Restroom Supplies - Winchester Park	0.00	0.00	300.00	(300.00)	0.00
Restroom Supplies - Rec Comm Ctr	0.00	0.00	400.00	(400.00)	0.00
Restroom Supplies - Reg Comm Ctr	0.00	0.00	400.00	(400.00)	0.00
Restroom Supplies - CVCC Comm Ctr	168.36	645.19	400.00	245.19	161.30
Sanitation - Rec Park - Portable Toilet	349.19	349.19	400.00	(50.81)	87.30
Sanitation - Rec Park - Debris Box	783.62	3,449.03	4,000.00	(550.97)	86.23
Sanitation - Regional Pk - Disposal	555.84	1,667.73	2,500.00	(832.27)	66.71
Sanitation - Rec Park - ADA Portable Toilet	0.00	698.38	0.00	698.38	0.00
Sanitation - Regional Pk - Portable Toilet	900.00	2,200.00	2,000.00	200.00	110.00
Sanitation - Winchester Pk - Portable Toilet	900.00	2,200.00	1,000.00	1,200.00	220.00
Sanitation - Reg Pk - ADA Portable Toilet	349.19	1,047.57	400.00	647.57	261.89
Sanitation - Meadow Vista Pk - Disposal	401.61	1,130.18	1,400.00	(269.82)	80.73
Sanitation - CVCC - Disposal	297.13	891.39	1,200.00	(308.61)	74.28
Small Equipment - Rec Department	0.00	782.87	300.00	482.87	260.96
Small Equipment - Y Services	0.00	0.00	100.00	(100.00)	0.00
Small Equipment - Rec Park F&G	688.65	791.41	2,000.00	(1,208.59)	39.57
Small Equipment - Reg Park F&G	488.96	488.96	950.00	(461.04)	51.47
Small Equipment - MV F&G	58.01	66.59	300.00	(233.41)	22.20
Small Equipment - CVCC F&G	0.00	0.00	200.00	(200.00)	0.00
Small Office Equipment - Cust Serv	0.00	0.00	500.00	(500.00)	0.00
Small Equipment - Admin	153.82	153.82	400.00	(246.18)	38.46
Telephone - Auburn Elementary	97.06	289.63	224.00	65.63	129.30
Telephone - Skyridge	61.24	184.03	150.00	34.03	122.69

## Profit &amp; Loss

For 4/1/2013 To 7/31/2013  
 For Segment1 Recreation Services To Administration  
 For All Segment2s  
 For All Segment3s  
 For All Segment4s

	Current Month	Actual YTD	Budget YTD	Variance	Percent Of Budget
Telephone - Newcastle	15.91	46.50	45.00	1.50	103.33
Youth Asst. Expense	722.60	5,905.80	7,000.00	(1,094.20)	84.37
Activity Guide/Brochure	0.00	8,165.22	9,000.00	(834.78)	90.73
Field Marking Exp	36.32	36.32	0.00	36.32	0.00
Bad Debt Expense - Cust Serv	0.00	108.38	400.00	(291.62)	27.10
Finance Charges - Admin	0.00	53.54	0.00	53.54	0.00
<b>Total Operations &amp; Supplies</b>	<b>26,785.26</b>	<b>98,952.25</b>	<b>105,569.00</b>	<b>(6,616.75)</b>	<b>93.73</b>
<b>Utilities Expense</b>					
Lights - Rec Pk Beggs Field	349.29	1,466.76	2,000.00	(533.24)	73.34
Lighting Reimb.-Beggs Field	(452.95)	(1,117.47)	(1,600.00)	482.53	69.84
Lights - Rec Pk James Field	705.39	1,929.98	3,500.00	(1,570.02)	55.14
Lighting Reimb.-James Fld	1,025.21	(1,752.71)	(2,000.00)	247.29	87.64
Lights - Recreation Field	53.98	611.76	850.00	(238.24)	71.97
Lighting Reimb.-Rec Fld	(232.75)	(607.78)	0.00	(607.78)	0.00
Gas/Elect - Rec Comm Ctr - Fac & Grds	2,297.81	6,864.07	5,700.00	1,164.07	120.42
Gas/Electric - Reg Comm Ctr	651.30	2,901.31	3,000.00	(98.69)	96.71
Gas/Electric - CV Comm Ctr	76.28	351.46	350.00	1.46	100.42
Electric Reimb.- Chr.Vly C Ctr	0.00	(159.50)	(50.00)	(109.50)	319.00
Gas/Electric - CVCC	2,236.56	7,342.46	7,000.00	342.46	104.89
Gas/Electric - Sierra Pool	2,395.22	10,766.22	5,000.00	5,766.22	215.32
Gas/Electric - PH Pool	535.98	2,148.85	1,500.00	648.85	143.26
Gas/Elec - Recreation Park	935.45	2,599.46	3,000.00	(400.54)	86.65
Gas/Electric - Reg Park	1,779.36	6,007.77	6,000.00	7.77	100.13
Lighting Reimb.-Reg Park	(2,762.50)	(5,637.50)	0.00	(5,637.50)	0.00
Gas/Electric - Ashford Park	300.43	778.61	650.00	128.61	119.79
Gas/Electric - MV Park	901.71	2,056.32	1,100.00	956.32	186.94

For 4/1/2013 To 7/31/2013  
For Segment1 Recreation Services To Administration  
For All Segment2s  
For All Segment3s  
For All Segment4s

	Current Month	Actual YTD	Budget YTD	Variance	Percent Of Budget
Electric - Railhead Park	314.14	842.79	850.00	(7.21)	99.15
Lighting Reimb.-Railhead	(120.37)	(523.96)	0.00	(523.96)	0.00
Gas/Electric - Overlook Park	0.00	0.00	150.00	(150.00)	0.00
Gas/Electric - Winchester Park	254.07	553.59	300.00	253.59	184.53
Water - Rec Comm Ctr	0.00	901.74	400.00	501.74	225.44
Water - Reg Comm Ctr	0.00	465.70	400.00	65.70	116.43
Water - CV Comm Ctr	0.00	424.59	200.00	224.59	212.30
Water - CVCC	0.00	844.90	500.00	344.90	168.98
Water - Sierra Pool	0.00	1,674.66	2,500.00	(825.34)	66.99
Water - Rec Park	0.00	1,141.09	1,300.00	(158.91)	87.78
Water - Regional Park	0.00	5,055.90	6,000.00	(944.10)	84.27
Water - Ashford Park	0.00	1,024.01	1,300.00	(275.99)	78.77
Water - MV Park	1,012.78	2,387.29	2,500.00	(112.71)	95.49
Water - CV Park	0.00	454.21	600.00	(145.79)	75.70
Water - Railhead Park	0.00	988.21	1,250.00	(261.79)	79.06
Water - CVCC Park	0.00	396.42	1,100.00	(703.58)	36.04
Water - Overlook Park	0.00	1,537.04	1,200.00	337.04	128.09
Water - Placer Hills Park	740.60	1,439.30	1,100.00	339.30	130.85
Water - Winchester park	0.00	0.00	2,600.00	(2,600.00)	0.00
Water - Atwood	0.00	1,135.68	0.00	1,135.68	0.00
Sanitation - Rec Park (Sewer)	0.00	0.00	7,000.00	(7,000.00)	0.00
Sanitation - Regional Park (Sewer)	0.00	0.00	13,000.00	(13,000.00)	0.00
Sanitation - Ashford Park (Sewer)	0.00	0.00	5,500.00	(5,500.00)	0.00
Sanitation - Overlook (Sewer)	0.00	0.00	750.00	(750.00)	0.00
Water - PH Pool	0.00	0.00	300.00	(300.00)	0.00
Sanitation - CVCC (Sewer)	0.00	0.00	7,500.00	(7,500.00)	0.00
Telephone & Electric - Day Camp	405.90	937.20	860.00	77.20	108.98

For 4/1/2013 To 7/31/2013  
For Segment1 Recreation Services To Administration  
For All Segment2s  
For All Segment3s  
For All Segment4s

	Current Month	Actual YTD	Budget YTD	Variance	Percent Of Budget
Total Utilities Expense	13,402.89	58,230.43	95,160.00	(36,929.57)	61.19
Legal Expenses	0.00	1,994.54	2,000.00	(5.46)	99.73
Legal Fees - Admin	0.00	1,994.54	2,000.00	(5.46)	99.73
Total Legal Expense	0.00	1,994.54	2,000.00	(5.46)	99.73
Professional Services	0.00	100.00	0.00	100.00	0.00
Grant Application Expense	0.00	0.00	2,000.00	(2,000.00)	0.00
Professional Services - Rec	0.00	220.00	0.00	220.00	0.00
Professional Services - Aquatics	0.00	105.63	0.00	105.63	0.00
Professional Services - Youth Services	1,906.28	1,906.28	0.00	1,906.28	0.00
Professional Services - Atwood III	227.50	705.58	2,100.00	(1,394.42)	33.60
Professional Services - Atwood	0.00	4,379.63	2,000.00	2,379.63	218.98
Professional Services - Cust Serv	330.00	1,859.82	3,000.00	(1,140.18)	61.99
Professional Services - Admin	2,000.00	10,200.00	10,200.00	0.00	100.00
Accounting/Auditor Fees	4,463.78	19,476.94	19,300.00	176.94	100.92
Total Professional Services	1,513.52	3,248.61	3,250.00	(1.39)	99.96
Bldg & Ground Maintenance	0.00	140.00	400.00	(260.00)	35.00
Vehicles Maint - F & G	2,022.98	4,180.09	6,000.00	(1,819.91)	69.67
Equipment Rental - F & G	23.63	473.34	1,500.00	(1,026.66)	31.56
Maint & Repairs - Equipment	429.03	571.71	3,250.00	(2,678.29)	17.59
Maint - Recreation Field	0.00	135.83	1,000.00	(864.17)	13.58
Maint - James Field					
Maint - Beggs Field					

For 4/1/2013 To 7/31/2013  
For Segment1 Recreation Services To Administration  
For All Segment2s  
For All Segment3s  
For All Segment4s

	Current Month	Actual YTD	Budget YTD	Variance	Percent Of Budget
Maint - Sierra Pool	8,289.44	12,482.91	7,500.00	4,982.91	166.44
Maint - PH Pool	1,539.80	3,066.21	600.00	2,466.21	511.04
Maint - Irrigation Pump - Recreation	0.00	0.00	2,000.00	(2,000.00)	0.00
Maint - Irrigation Pump - Regional	0.00	0.00	2,000.00	(2,000.00)	0.00
Maint - Irrigation Pump - MV	0.00	0.00	2,000.00	(2,000.00)	0.00
Maint - Irrigation Pump - Winchester	287.63	287.63	0.00	287.63	0.00
Maint - M.V. Soccer Field	0.00	0.00	2,000.00	(2,000.00)	0.00
Maint - Winchester Fields	0.00	0.00	1,000.00	(1,000.00)	0.00
Maint - M.V. Tennis Courts	149.63	1,253.78	1,600.00	(346.22)	78.36
Maint - Recreation Park	3,153.37	8,028.55	6,000.00	2,028.55	133.81
Maint - Regional Park	2,701.02	7,166.77	6,000.00	1,166.77	119.45
Maint - Ashford Park	690.48	1,315.77	1,250.00	65.77	105.26
Maint - Meadow Vista Park	1,853.05	6,802.33	2,000.00	4,802.33	340.12
Maint - Christian Valley Park	55.06	737.96	400.00	337.96	184.49
Maint - Railroad Park	4,266.83	5,025.31	400.00	4,625.31	1256.33
Maint - CVCC Park	487.63	930.05	400.00	530.05	232.51
Maint - Overlook Park	516.00	1,611.53	400.00	1,211.53	402.88
Maint - Placer Hills Park	55.07	466.01	100.00	366.01	466.01
Maint - Pocket Parks	0.00	4.28	200.00	(195.72)	2.14
Maint - Mt. Vernon Park	300.00	542.18	400.00	142.18	135.55
Maint - Winchester Park	26.20	120.36	850.00	(729.64)	14.16
Maint - Atwood	110.09	725.39	0.00	725.39	0.00
Maint - Shockley Park	0.00	0.00	3,000.00	(3,000.00)	0.00
Maint - Ashley Dog Park	0.00	114.57	1,000.00	(885.43)	11.46
Maint - Recreation Comm Ctr	4,768.36	14,295.56	11,500.00	2,795.56	124.31
Maint - Regional Comm Ctr	980.57	11,305.24	2,000.00	9,305.24	565.26
Maint - Christian Valley Comm Ctr	0.00	10.00	750.00	(740.00)	1.33
Maint - CVCC Comm Ctr	474.75	2,879.55	2,250.00	629.55	127.98
Maint - Overlook Modular	0.00	308.48	100.00	208.48	308.48
Maint - Regional Tennis Courts	77.21	381.54	2,000.00	(1,618.46)	19.08



Profit & Loss

For 4/1/2013 To 7/31/2013  
For Segment1 Recreation Services To Administration

For All Segment2s

For All Segment3s

For All Segment4s

	Current Month	Actual YTD	Budget YTD	Variance	Percent Of Budget
Maint - Regional Field Soccer	0.00	0.00	750.00	(750.00)	0.00
Maint - Regional Field A	0.00	344.79	750.00	(405.21)	45.97
Maint - Regional Field B	0.00	344.79	750.00	(405.21)	45.97
Maint - Regional Field C	0.00	269.58	1,750.00	(1,480.42)	15.41
Tree Maint - Rec Park	0.00	0.00	1,500.00	(1,500.00)	0.00
Tree Maint - Reg Park	0.00	0.00	1,500.00	(1,500.00)	0.00
Tree Maint - Ashford Park	0.00	0.00	1,500.00	(1,500.00)	0.00
Tree Maint - MV Park	0.00	0.00	1,500.00	(1,500.00)	0.00
Vandalism Repairs Expense	707.51	949.45	3,000.00	(2,050.55)	31.65
Rep/Maint - Auburn Elem	0.00	343.39	150.00	193.39	228.93
Rep/Maint - Rock Creek	0.00	264.60	100.00	164.60	264.60
Rep/Maint - Skyridge	22.79	82.39	100.00	(17.61)	82.39
Rep/Maint - Day Camp	22.29	1,965.98	750.00	1,215.98	262.13
Rep/Maint - Newcastle	0.00	0.00	100.00	(100.00)	0.00
<b>Total Building and Grounds Maintenance</b>	<b>35,523.94</b>	<b>93,176.51</b>	<b>89,300.00</b>	<b>3,876.51</b>	<b>104.34</b>
Property Tax Administration/LAFCO					
LAFCO Fees	1,468.10	1,468.10	0.00	1,468.10	0.00
<b>Total Property Tax Administration/LAFCO</b>	<b>1,468.10</b>	<b>1,468.10</b>	<b>0.00</b>	<b>1,468.10</b>	<b>0.00</b>
Salaries Expense					
Wages - (Y.Serv) - Manager	4,614.95	15,476.45	15,169.00	307.45	102.03
Wages - (Cust Serv) - Full Time	5,181.70	17,702.50	16,939.00	763.50	104.51
Wages - (Cust Serv) - Part Time	3,576.56	11,702.97	9,023.00	2,679.97	129.70
Wages - (Admin) - Full Time	11,067.55	38,069.38	36,180.00	1,889.38	105.22
Wages - (Admin) - Part Time	4,347.24	15,425.99	15,400.00	25.99	100.17
Wages - (Admin) - Board Pay	2,500.00	7,500.00	7,500.00	0.00	100.00

## Profit &amp; Loss

For 4/1/2013 To 7/31/2013

## For Segment1 Recreation Services To Administration

For All Segment2s

For All Segment3s

For All Segment4s

	Current Month	Actual YTD	Budget YTD	Variance	Percent Of Budget
Wages - (Y.Serv) - Aub Elem - PT	572.35	8,314.02	7,858.00	456.02	105.80
Wages - (Y.Serv) - AE Maint	0.00	36.24	0.00	36.24	0.00
Wages - (Y.Serv) - Skyridge - PT	572.28	8,010.64	8,070.00	(59.36)	99.26
Wages - (Y.Serv) - S Maint	40.82	115.86	0.00	115.86	0.00
Wages - (Y.Serv) - Day Camp - PT	16,684.97	19,531.51	18,200.00	1,331.51	107.32
Wages - (Y.Serv) - DC Maint	0.00	6.83	0.00	6.83	0.00
Wages - (Rec) - Full Time	9,912.75	34,255.67	32,392.00	1,863.67	105.75
Wages - (Y. Serv) - Newcastle- PT	1,215.10	9,839.84	7,880.00	1,959.84	124.87
Wages - (Rec) - Part Time	72.25	72.25	513.00	(440.75)	14.08
Wages - (Rec) - Seasonal	58.59	58.59	0.00	58.59	0.00
Wages - (Rec) - Adult Softball	139.07	1,424.62	1,336.00	88.62	106.63
Wages - (Rec) - Adult Basketball	73.40	128.40	202.00	(73.60)	63.56
Wages - (Aqua) - Aquatics Coordinator	3,204.42	8,119.60	7,500.00	619.60	108.26
Wages - (Aqua) - Aqua Coord - PH	0.00	0.00	600.00	(600.00)	0.00
Wages - (Aqua) - Aquatic Activities	643.55	1,241.05	500.00	741.05	248.21
Wages - (Aqua) - Public Swim	11,890.88	20,562.44	22,500.00	(1,937.56)	91.39
Wages - (Aqua) - Public Swim-PH	2,132.76	2,580.04	2,000.00	580.04	129.00
Wages - (Aqua) - Swim Lessons	2,547.28	2,896.36	4,050.00	(1,153.64)	71.52
Wages - (Aqua) - Swim Lessons-PH	985.52	985.52	1,500.00	(514.48)	65.70
Wages - (Aqua) - Master Swim	455.65	1,695.17	1,200.00	495.17	141.26
Wages - (Aqua) - Swim Team Coaches	1,808.39	4,724.96	4,650.00	74.96	101.61
Wages - (Aqua) - Synchronized Swim Coach	1,290.90	3,029.16	6,250.00	(3,220.84)	48.47
Wages - (Fac & Grds) - Fac Attendant - Rec	3,938.60	11,622.72	11,796.00	(173.28)	98.53
Wages - (Fac & Grds) - Fac Att. - CVCC	1,461.46	7,702.63	6,968.00	734.63	110.54
Wages - (Fac & Grds) - Fac Attendant - Reg	483.72	1,675.28	2,100.00	(424.72)	79.78
Wages - (Fac & Grds) - Management	7,828.75	25,594.26	25,620.00	(25.74)	99.90
Wages - (Fac & Grds) - Recreation Park	16,387.38	54,734.56	53,500.00	1,234.56	102.31
Wages - (Fac & Grds) - Regional Park	9,448.67	31,343.34	29,900.00	1,443.34	104.83
Wages - (Fac & Grds) - Ashford Park	964.41	3,450.70	3,500.00	(49.30)	98.59
Wages - (Fac & Grds) - Meadow Vista Park	2,224.34	10,743.34	9,100.00	1,643.34	118.06

For 4/1/2013 To 7/31/2013  
For Segment1 Recreation Services To Administration  
For All Segment2s  
For All Segment3s  
For All Segment4s

	Current Month	Actual YTD	Budget YTD	Variance	Percent Of Budget
Wages - (Fac & Grds) - CV Comm Center	261.11	1,163.02	1,200.00	(36.98)	96.92
Wages - (Fac & Grds) - Railhead Park	1,333.06	3,199.40	2,800.00	399.40	114.26
Wages - (Fac & Grds) - CVCC	995.87	3,603.35	2,800.00	803.35	128.69
Wages - (Fac & Grds) - Overlook Park	901.55	3,529.36	3,700.00	(170.64)	95.39
Wages - (Fac & Grds) - Placer Hills Park	992.10	2,424.77	2,700.00	(275.23)	89.81
Wages - (Fac & Grds) - Pocket Parks	287.76	1,624.16	1,300.00	324.16	124.94
Wages - (Fac & Grds) - Mt. Vernon Park	72.04	317.38	300.00	17.38	105.79
Wages - (Fac & Grds) - Winchester Park	409.24	1,282.40	1,400.00	(117.60)	91.60
Wages - (Fac & Grds) - Atwood	200.57	2,675.05	1,800.00	875.05	148.61
Wages - (Fac & Grds) - Shockley Property	0.00	457.15	500.00	(42.85)	91.43
Wages - District Administrator	7,686.18	27,527.49	25,220.00	2,307.49	109.15
Wages - Uniform Allowance	0.00	1,775.00	2,000.00	(225.00)	88.75
<b>Total Salaries Expense</b>	<b>141,465.74</b>	<b>429,951.42</b>	<b>415,616.00</b>	<b>14,335.42</b>	<b>103.45</b>
<b>Benefits &amp; Payroll Costs</b>					
ER Taxes - Rec	790.53	2,944.40	2,873.00	71.40	102.49
ER Taxes - Aquatics	3,145.06	6,068.18	7,296.00	(1,227.82)	83.17
ER Taxes - Youth Services	2,481.57	6,110.00	5,246.00	864.00	116.47
ER Taxes - Fac & Grds	3,775.06	14,419.70	12,225.00	2,194.70	117.95
ER Taxes - Cust Serv	630.46	2,211.75	1,954.00	257.75	113.19
ER Taxes - Admin	1,945.53	6,621.54	7,160.00	(538.46)	92.48
Employment Expense - Rec	0.00	160.79	198.00	(37.21)	81.21
Employment Expense - Aquatics	0.00	360.00	1,300.00	(940.00)	27.69
Employment Expense - Youth Services	0.00	37.50	400.00	(362.50)	9.38
Employment Expense - Fac & Grds	0.00	773.10	0.00	773.10	0.00
Fingerprinting Exp - Recreation	0.00	64.00	0.00	64.00	0.00
Fingerprinting Exp - Aquatics	64.00	331.00	300.00	31.00	110.33
Fingerprinting Exp - Youth Services	0.00	306.00	300.00	6.00	102.00
Fingerprinting Exp - Fac & Grds	0.00	156.00	0.00	156.00	0.00

## Profit &amp; Loss

For 4/1/2013 To 7/31/2013

## For Segment1 Recreation Services To Administration

For All Segment2s

For All Segment3s

For All Segment4s

	Current Month	Actual YTD	Budget YTD	Variance	Percent Of Budget
Benefits Expense - Recreation	1,607.02	8,308.05	7,508.00	800.05	110.66
Benefits Expense - Youth Services	1,786.60	9,257.94	8,765.00	492.94	105.62
Benefits Expense - Fac & Grds	11,797.58	55,170.41	50,352.00	4,818.41	109.57
Benefits Expense - Cust Serv	1,496.45	8,022.35	7,500.00	522.35	106.97
Benefits Expense - Admin	3,330.81	18,093.75	16,096.00	1,997.75	112.41
Employer Retirement Exp. - Rec	1,557.09	5,540.34	5,650.00	(109.66)	98.06
Employer Retirement Exp. - Aquatics	505.22	1,168.62	1,050.00	118.62	111.30
Employer Retirement Exp. - Youth Services	2,124.22	7,054.88	6,760.00	294.88	104.36
Employer Retirement Exp. - Fac & Grds	6,671.02	24,683.20	26,200.00	(1,516.80)	94.21
Employer Retirement Exp - Cust Serv	1,253.32	4,331.43	3,652.00	679.43	118.60
Employer Retirement Exp. - Admin	3,486.95	12,134.93	12,500.00	(365.07)	97.08
Worker's Comp - Rec	179.33	628.16	625.00	3.16	100.51
Worker's Comp - Aquatics	429.31	761.23	752.00	9.23	101.23
Worker's Comp - Youth Services	342.77	915.94	922.00	(6.06)	99.34
Worker's Comp - Fac & Grds	4,119.75	12,818.38	11,206.00	1,612.38	114.39
Worker's Comp - Cust Serv	47.30	138.52	218.00	(79.48)	63.54
Worker's Comp - Admin	272.68	928.28	717.00	211.28	129.47
<b>Total Benefits and Payroll Costs</b>	<b>53,839.63</b>	<b>210,520.37</b>	<b>199,725.00</b>	<b>10,795.37</b>	<b>105.41</b>
<b>Fixed Asset Expense</b>					
Fixed Asset Purchases - Aquatics	2,620.00	2,620.00	2,000.00	620.00	131.00
Fixed Asset Purchases - Fac & Grds	0.00	39,079.94	39,100.00	(20.06)	99.95
Fixed Asset Purchases - Admin	0.00	0.00	1,000.00	(1,000.00)	0.00
Computer Purchases - Youth Services	0.00	1,188.54	1,500.00	(311.46)	79.24
Computer Purchases - F & G	0.00	1,078.55	1,000.00	78.55	107.86
Computer Purchases - Cust Serv	0.00	13,072.60	16,000.00	(2,927.40)	81.70
Computer Purchases - Admin	0.00	9,146.51	11,500.00	(2,353.49)	79.54

For 4/1/2013 To 7/31/2013  
For Segment1 Recreation Services To Administration  
For All Segment2s  
For All Segment3s  
For All Segment4s

	Current Month	Actual YTD	Budget YTD	Variance	Percent Of Budget
Total Fixed Asset Expense	2,620.00	66,186.14	72,100.00	(5,913.86)	91.80
Capital Improvement Projects					
Ashford - Parking Lot Remodel	1,294.31	6,966.65	7,000.00	(33.35)	99.52
MV- Pathway Repairs	40.31	40.31	100.00	(59.69)	40.31
Railhead - Playground	0.00	43.78	100.00	(56.22)	43.78
Railhead - Shade & Hardscape	762.23	2,062.23	2,100.00	(37.77)	98.20
Ashford - ADA Restroom Remodel	0.00	43.78	100.00	(56.22)	43.78
Martha Skinner Pool -Expan Joint Improv	3,166.13	3,166.13	3,200.00	(33.87)	98.94
Total Capital Improvement Projects	5,262.98	12,322.88	12,600.00	(277.12)	97.80
Debt Service					
Principal - C.O.P. - Regional Gym	0.00	115,000.00	110,000.00	5,000.00	104.55
Interest - C.O.P. - Regional Gym	0.00	6,462.50	9,500.00	(3,037.50)	68.03
Lease Principal - Deere Mower	807.91	3,405.72	3,406.00	(0.28)	99.99
Interest - Deere Mower	182.72	556.80	557.00	(0.20)	99.96
Total Debt Service	990.63	125,425.02	123,463.00	1,962.02	101.59
Total Expenditures	\$311,232.58	\$1,199,252.88	\$1,213,133.00	(\$13,880.12)	98.86%
Net Revenue Over Expenditures	(\$93,968.32)	\$336,429.29	\$374,141.00	(\$37,711.71)	89.92%
ADJ. NET REVENUE OVER EXPENDITURES	(93,968.32)	336,429.29	374,141.00	(37,711.71)	89.92

## Item 5.4 Cover sheet – Credit Card policy update

**Auburn Area Recreation and Park District Finance Committee August 2013; Board of Directors meeting August, 2013**

### The Issue

Shall the Auburn Area Recreation and Park District (ARD) amend its policy on credit card use by staff? Director Smith requested that this item be considered.

### Background

ARD Board policy states the following credit card use by ARD staff:

- C. **Credit Card Purchasing.** All purchases within the pre-established limits shall be made with a District issued credit card unless the vendor will not accept such credit card purchases. District credit cards are for the purpose of conducting District-related business. Designee's shall be responsible for security of the credit card at all times and must report lost or stolen cards immediately. Credit cards will be issued with restrictions as to types of vendors from whom purchases may be made as well as dollar limits on authorized purchases. Employees who have been authorized by the District Administrator or Primary Designee to be issued credit cards shall be personally responsible for the safety and integrity of cards so issued. The use of District credit cards for non-District and/or personal business is prohibited. Violations of this policy may result in disciplinary action and legal sanctions.

Director Smith has requested that this policy be reviewed as currently ARD staff does not exclusively use credit cards for purchase, in accordance with the policy.

The following is proposed **new language** for ARD's Credit Card Purchasing policy:

- C. **Credit Card Purchasing.** All purchases within the pre-established limits shall be made with a District issued credit card unless the vendor will not accept such credit card purchases **or accounting requirements and/or efficiencies necessitate different payment methods.** District credit cards are for the purpose of conducting District-related business. Designee's shall be responsible for security of the credit card at all times and must report lost or stolen cards immediately. Credit cards will be issued with restrictions as to types of vendors from whom purchases may be made as well as dollar limits on authorized purchases. Employees who have been authorized by the District Administrator or Primary Designee to be issued credit cards shall be personally responsible for the safety and integrity of cards so issued. The use of District credit cards for non-District and/or

personal business is prohibited. Violations of this policy may result in disciplinary action and legal sanctions.

**Recommendations**

Staff recommends amending the policy to include the new language highlighted above.

The Finance Committee recommends amending the policy as written by staff.

**Alternatives available to the Board of Directors**

- 1) Propose additional or amended language for the proposed Credit Card purchasing policy.
- 2) Make no changes to current policy.

**Fiscal Impact**

There are no fiscal impacts to changing this policy. It should be noted that researching the items purchased from a particular vendor is made more difficult when the purchases are made on a credit card. Staff must go back to the U.S. Bank (credit card) statements to find this information. Researching items purchased directly from a particular vendor can be done easily through ARD's accounting software.

**Attachments**

None.

**SECTION: 7.0**

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

**INFORMATION:**

**SEE ATTACHMENTS**



**District Administrator**  
**Report to the Board of Directors**  
**August, 2013**

- Work on the Ashford Park parking lot and path of travel improvements began Monday 8/19. The project started at the pond spillway. The pond has been drawn down close to 3 feet so that this work can be done. Irrigation has only occurred with hand watering in certain locations (the Dog Park and picnic unit area).
- The new playground at Ashford Park is up and running.
- Staff has been working with CAPRI in the effort to repair the gym floor at the Regional Park gym. Bids for two types of floor repair (wooden and a synthetic, rubber-type floor) will be considered at the September Board of Directors meeting.
- The PH Pool bathrooms need privacy walls. Staff is working with Andy Cramer, who has offered to pay for the walls.
- ARD was notified that the United Auburn Indian Community has granted the Bike Park a \$5,000 matching grant towards completion of the pump track.
- August events hosted at and/or by ARD included the Ukulele Festival, National Night Out and the Food Truck Fiesta.
- Staff has been working on upcoming events, including the Gold Country Fair, the Senior Health Fair, the Obstacle Scramble and the Auburn Community Festival.

**Meetings and events attended:**

8/7: Auburn Community Festival Committee

8/7: Food Truck Fiesta Committee

8/10: ARD employee end of summer BBQ

8/12: Acquisition and Development Committee

8/13: Meeting with representatives from the Auburn Bike Park

8/13: Safety meeting

8/13: Rotary

8/13: Acquisition and Development Committee (PG&E document review)

8/13: North Auburn MAC meeting (Railhead Park projects funding requests)

8/14: Presentation to Auburn Kiwanis

8/20: Rotary Board meeting

8/20: Rotary

8/20: Penn Martin, Plan It Solar re: solar options at Recreation Park

8/21: Chamber Board meeting

8/21: Obstacle meeting

8/21: Finance Committee

8/22: Policy Committee

8/23: Food Truck Fiesta

**Meetings and events scheduled to attend:**

8/26: Auburn City Council meeting re: annual report

8/27: Rotary

8/29: Obstacle Race meeting

**Administrative Services Manager**  
**Report to the Board of Directors**  
**August, 2013**

Finance staff has been negotiating with ComCap group off and on during the month to come to an agreeable contract. To date, we don't believe that ComCap's offer is acceptable and that Board should give direction as per the item in the agenda this month.

Staff received the tax allocation estimates from the County on August 15. As expected, the increase was 3.7% or \$87,000....within staff's estimates of 3-3.5% as stated in last month's board report.

September will bring around the mid-year budget revision and there will be some significant changes to the budget. Due to the 3.7% increase in property tax revenues, the trigger for a wage increase is in place. The union contract calls for a percentage increase in wages equal to the percentage increase in property tax revenues, with a cap of 3%. The approximate effect of the increase will be \$42,000 in wages and \$6000 in wage related benefits.

Finance staff has also begun the search for a new audit firm. The Request for Proposal was sent out in early August to 23 firms, with a mandatory return date of September 30, 2013.

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

Scheduled mowing of all District turf areas (extra time spent on soccer fields due to large tournaments. Fields had to also be vacuumed due to being cut extra short for the tournaments.)

Aeration of Recreation Park ball fields.

Ball field preparation all parks (bolt rip, screen drag, chalk.)

Irrigation repairs all parks (valve replace, replace sprinkler heads.)

Scheduled string trimming Shockley Property

Clean up of fallen tree Ashford Park picnic area

Repair fencing Ashford Park (due to down tree.)

Remove landscaping and chain link fencing Ashford Park (ADA path of travel project, near restrooms.)

Remove chain link fencing Ashford Park at pond spillway (ADA path of travel project)

Install play ground chips Ashford Park (new play ground required additional chips due to fall requirements.)

Remove cattails from pond Ashford Park (pond water level being lowered for spillway reconstruction gives better access for removal of the deeper water cattails.)

Relocate play ground sign and picnic table Ashford Park (ADA path of travel project.)

Meadow Vista Arboretum scheduled string trimming.

Cleaning and preparation of District buildings for all events and classes.

Daily maintenance of Placer Hills & Sierra Pools (chemical balancing, restrooms, pool decks.)

**Landscape Architect**  
**Report to the Board of Directors**  
**August, 2013**

- **Miscellaneous Items:** Miscellaneous project research, update of project lists, monthly Board report. Miscellaneous project coordination with Larry Gray and Pat Shane.
- **Tree Removal at Meadow Vista Park and Recreation Park:** Coordinate arborist review and site inspections with Larry Gray.
- **PGE Land Trust Donation Application:** Continued communication with PGE and Stewardship Council. Working on language for the Conservation Easement with Placer Land Trust and in-house staff. Ongoing review of Transaction documents and Conservation Easement with staff and A&D Committee. Staff meetings and phone calls with Stewardship Council and Placer Land Trust. Review Placer Land Trust proposal for funding request to Stewardship Council to create a Management Plan.
- **BMX Pump Track and Soccer Field Project:** Continued work investigating alternative site including the promontory at Overlook Park. Meetings with pump track committee. Meeting with pump track group. Site visit to Overlook to look at alternative ideas. Staff meetings.
- **Ashford Parking Lot Paving Project:** Project under construction. Site meetings with contractor and staff, calls and meeting with engineer to revise pond overflow construction. Procured permit for construction.
- **Ashford Restroom Remodel:** Working with architect to review drawings and specs in progress. Review with staff.
- **Ashford Park Playground:** Project construction and site visits, coordination with installer and staff. Review of invoice and coordination with Gametime.
- **Railhead Park Playgrounds:** Review of invoices and coordination between Gametime and staff.
- **Railhead Park Design:** Continued work on drawings for USBR application and eventual construction.
- **Sierra Pool Expansion Joint Repair:** Put project out to bid and conducted bid opening. Permit submittal. Draft Notice of Award Letter for Board approval.
- **Pond Cleaning at Ashford and Meadow Vista:** Meetings and coordination with staff.
- **Approved Project List:** Updates to Project List.
- **Regional Park Gym Floor:** Meetings with contractors. Gathering information for insurance claim. Research on floor replacement. Produced bid documents for putting both a wood floor and a synthetic floor replacement out to bid. Coordinating bid process with Pat Larson.
- **Meadow Vista Pathway Repair:** Finalized contractor selection and coordination for start date in early September.

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

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	7/20/12-8/22/12
Activity Registrations	\$9,000	\$14,800
Day Care/Discovery payments	\$40,000	\$37,000
Facility payments/reservations	\$19,000	\$16,500

**Recreation Services Manager**  
**Report to the Board of Directors**  
**August, 2013**

- Meetings attended: AAUW Board, SHF, Ukulele Comm.(2), MSNO (3).
- Edited and corrected drafts of the Fall Activity Guide.
- Submitted information National Night Out, Ukulele Festival and Food Truck Fiesta to the Journal as well as other area papers.
- Showed movie in the park The Lorax, Jerry/Kahl.
- Attended Endurance Challenge meeting and got approval for ARD participation in 100 Hour Challenge.
- Negotiated an arrangement to provide classes for UAIC afterschool program using.
- Hosted another National Night Event. This year we had better attendance albeit fewer vendors.
- Had another successful Ukulele Festival with 124 paid attendees and around 150 total participating.
- We had an ARD employee pool party starring Jerry, Patti, Larry and Evelyn.
- Attended Obstacle Scramble meeting (2). Continue looking for sponsors.
- Plan to take 10 days away before gearing up for the last push through October.

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**MSNO-Mid-Summer Night Out, 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 2	Labor Day	Offices Closed
September 6-8	Gold Country Fair	Fairgrounds
September 7-8	Auburn Adventure	Confluence
September 21-22	Pickle Ball Tournament	Meadow Vista Park
September 28	Great Obstacle Scramble	Regional Park

### Youth Services Manager Report to the Board of Directors August, 2013

- Day camp ended August 9<sup>th</sup>. We had a successful camp with no major injuries or issues and parents were very complimentary. One parent wrote: “What a fabulous 2013 summer camp! All of the hard work, high energy, smiles, encouragement and patience was awesome!” She went on to say how much she appreciated our accommodating her teenaged son with Down Syndrome who has been with us several years now and is a Counselor-in-Training.
- Staff changes: I hired two seasonal employees to stay on for Discovery Club. A permanent part-time staff person gave notice and I am also looking to replace her, as I am filling in for her myself.
- Newcastle Discovery is reaching capacity due to only having one modular and also a lack of other after school programs in the neighborhood. Skyridge and Auburn Elementary Discovery are filling slower. Their morning programs are larger than last year, but there are busses from both schools which take students to the Boys and Girls Club Rock Creek and Downtown locations, which competes with us.
- We made a small increase in rates at Skyridge and Auburn Elementary Discovery to bring all 3 sites in alignment. To my knowledge, we haven’t received any complaints. We haven’t raised rates in about five years.
- I will be attending Auburn Elementary’s back to school night Thursday, August 22<sup>nd</sup> to advertise Discovery Club.
- The sites are already working on ideas for their Community Festival scarecrows.

FEE WAIVER LOG

DATE	NAME	ORGANIZATION	RENTAL FEES	CUSTODIAL AND PERMIT FEES	WAIVED FEES	CO-SPONSORED EVENT	MONTHLY TOTAL	YTD TOTAL
Apr-13	John Kirkpatrick	Gold Country Wildlife Rescue-Sierra Room, Kitchen, Sunset Rm, Education seminar	\$800.00	\$30.00	\$800.00	No		
Apr-13	Karen Neal	Cub Scout Pack 6-Meadow Vista-Regional Park Picnic sites and Amphitheater-Annual meeting	\$200.00	\$10.00	\$200.00	No		
Apr-13	Bart O'Brien	Auburn Rotary-Outgoing President	\$120.00	\$30.00	\$150.00	No		
							\$1,150.00	\$1,150.00
May-13	James Moore	Auburn "Host" Lions Club- Picnic sites at Recreation Park	\$100.00	\$60.00	\$100.00	No		
May-13	Barbara Crowell	Senior Health Fair-Regiona Gym and Lakeside Room	\$1,360.00	\$360.00	\$1,040.00	Yes		
May-13	Kerri Rondoni	Placer Hills School District-Meadow Vista Picnic Sites-End of year party	\$150.00	\$90.00	\$150.00	No		
							\$1,290.00	\$2,440.00
Jul-13	Barbar Whitley	Girl Scouts-Recreation Picnic area- Group meeting	\$50.00	\$30.00	\$50.00	No		
Jul-13	Patrick King	Auburn Moose Lodge Picnic- Recreation Park Picnic	\$75.00	\$60.00	\$75.00	No		
Jul-13	Joshua Freeman	Auburn Church of Christ-Fundraising evnet	\$150.00	\$90.00	\$150.00	No		
Jul-13	Christine Bunnell	Tracey Bunnell-CANCELLED	\$840.00	\$60.00	\$840.00	Yes		
							\$1,115.00	\$3,555.00
Aug-13		Adjurment for Bunnell's cancellation					\$275.00	\$2,715.00
Aug-13	John Gillmore	Boy Scouts of Amecia-Pack 57, Picnic #1, Rec. Park-Pack Meeting	\$80.00	\$30.00	\$50.00	No		
							\$50.00	\$2,765.00

2013/2014 Project List

PROJECT	Est. Cost	Notes	Est. completion date
<b>Ashford Park</b>			
Restroom Remodel	35,000	Construction drawings and specifications in production	Nov-13
Ashford Path Of Travel Renovation	27,000	Pre-construction meeting held 8-6-13. Construction to start 8-19-13	Oct-13
Path Of Travel Rest Stops	4,000	Install landing reststops along existing paved roadway for ADA compliance	Oct-13
Parking Lot Renovation	40,000	Pre-construction meeting held 8-6-13. Construction to start 8-19-13	Oct-13
Playground Replacement	68,000	Construction Completed Contract w/Placer Co. for mitig. Funds pending	Jul-13
ADA Signage	500	Install directional signage throughout park	Dec-13
<b>Recreation Park</b>			
ADA Signage	1,500	Install ADA signage parkwide	Aug-13
Begg's Safety Netting	1,500	Install safety netting over observation area at Begg's Field, ADA compliance	Aug-13
Expansion Joint Pool	35,000	Beginning bid process. Pre-bid meeting held 8-7-13	Oct-13
<b>Regional Park</b>			
24 Acres Walking Path - In Kind	235,000	DG pathway constructed by Western Care	Jan-14
MP Field Improvements	12,500	Working with Chris Decker on list of possible improvements and costs	TBD
<b>Railhead Park</b>			
Shade Structure and Hardscape	121,200	Site design and letter sent to USBR; USBR responded letting us know they received our information; USBR to review information. Waiting for USBR. Staff working on site plans to submit to USBR	Feb-14
Playground Replacement	61,000	Site design and letter sent to USBR; USBR responded letting us know they received our information; USBR to review information. Waiting for USBR. Staff working on site plans to submit to USBR	Jun-14
<b>Meadow Vista Park</b>			
Pathway Repairs	23,000	Received four estimates, staff vetting estimates to select contractor.	Sep-13
Total Projects Fiscal Year	665,200		
Updated August 7, 2013			

Aug-13

### Vandalism Report

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



8/16/2013      Overlook      Graffiti on table and in bathrooms      \$30      \$10, paint to cover graffiti

8/18/2013      C - Field, Reg Park      Broke open locked irrigation clock and damaged clock      \$60      \$480, new 12 station clock

Total Labor	Total Material	Total for Year
\$355	\$990	\$3,681.93
\$2,650		

7/1/2013

**Vandalism Report**

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

Jun-13

**Vandalism Report**

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

6/18/2013	Regional/Railhead/ Overlook	Replace handicap signage on eight (8) bathrooms, damaged	\$40.00	\$256.50, signs												
<table border="1"> <tr> <td data-bbox="414 1081 446 1144">Total</td> <td data-bbox="414 808 446 871">Total</td> </tr> <tr> <td data-bbox="446 1081 479 1144">Labor</td> <td data-bbox="446 766 479 871">\$270</td> </tr> <tr> <td data-bbox="479 1081 511 1144">Total for</td> <td data-bbox="479 766 511 871">material</td> </tr> <tr> <td data-bbox="511 1081 544 1144">Year</td> <td data-bbox="511 766 544 871">Total for</td> </tr> <tr> <td data-bbox="544 1081 574 1144">\$1,835</td> <td data-bbox="544 766 574 871">Year</td> </tr> <tr> <td data-bbox="544 598 574 735">\$2,144.50</td> <td data-bbox="544 598 574 735">\$866.50</td> </tr> </table>					Total	Total	Labor	\$270	Total for	material	Year	Total for	\$1,835	Year	\$2,144.50	\$866.50
Total	Total															
Labor	\$270															
Total for	material															
Year	Total for															
\$1,835	Year															
\$2,144.50	\$866.50															

May-13

### Vandalism Report

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

5/7/2013	Regional Park	C-Field, electric wires in two field light posts were tampered with, tried to steal wiring	\$140	\$15, connectors/wire								
5/12/2013	Regional Park	Graffiti Soccer Field Remove trash from Homeless Camp	\$80 \$40	\$30, paint								
<table border="1"> <tr> <td>Total Labor</td> <td>\$445.00</td> <td>Total Material</td> <td>\$215.00</td> </tr> <tr> <td>Total for Year</td> <td>\$1,565.00</td> <td>Total for Year</td> <td>\$1,248.00</td> </tr> </table>					Total Labor	\$445.00	Total Material	\$215.00	Total for Year	\$1,565.00	Total for Year	\$1,248.00
Total Labor	\$445.00	Total Material	\$215.00									
Total for Year	\$1,565.00	Total for Year	\$1,248.00									

Apr-13

**Vandalism Report**

DATE	LOCATION	VANDALISM	LABOR COSTS	MATERIAL COSTS
4/1/2013	James Field	Portable Toilet Tipped Over	\$20.00	\$0.00
4/1/2013	Ashford Park	Graffiti in men's restroom	\$20.00	\$15.00, graffiti remover
4/1/2013	Skate Park	Graffiti on wall APD Report #: 13-089-03	\$40.00	\$20, paint
4/11/2013	Winchester	Stole Tennis Court Net	\$20.00	\$275.00, tennis court net
4/13/2013	Regional Park	Graffiti in men's restroom behind shop	\$20.00	\$20, paint
4/14/2013	Ashford Park	Graffiti in men's restroom	\$20.00	\$10, graffiti remover
		Total Labor	\$140	\$340
		Total for Year	\$1,120	\$1,033

Mar-13

**Vandalism Report**

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



Feb-13

Vandalism Report

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

1-Jan-13

Vandalism Report

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

1/12/2013	Regional Park lower bathrooms	Tore stall door off womens restroom	\$40	\$20, new hardware
1/21/2013	Recreation Park	Broken Beer Bottles throughout the park and one parking lot	\$40	\$0
		Total	\$360.00	\$355.00
		Labor		

## **Item 9.2 Cover sheet – Amending 2013/2014 Project List – Pond restoration**

**Auburn Area Recreation and Park District Acquisition and Development Committee August, 2013;  
Board of Directors meeting August, 2013**

### **The Issue**

Shall the Auburn Recreation District amend the existing 2013/2014 Project List to include pond restoration projects at Ashford Park and Meadow Vista Park?

### **Background**

Staff has been in communications with Organic Settlement Removal Systems, LLC (OSR), a pond restoration company based out of Wisconsin. These conversations began as staff researched ways to effectively restore/clean/dredge the ponds at Ashford Park and Meadow Vista Park. Both of these ponds are “filling in” with sediment, effectively choking the ponds and hampering their storage capabilities. Staff had originally planned on dredging both ponds, a fact reflected by their inclusion in the 10 year project list.

Conversations and research with OSR Systems found that their system of sucking the “muck” out the bottom of the ponds was both an economical and most effective way to restore the ponds. Please see the attached information packet from OSR Systems for more information on how their work is completed. Please note that the organic sediment that is removed from the ponds will be stored in large bladders near the pond. Over the course of several months, the water will drain from the sediment in the bladders, leaving rich mulch that can then be spread on the adjacent turf.

Staff has also had conversations with regulatory agencies, including the City of Auburn, Placer County, CA Fish and Wildlife and the Army Corp of Engineers. All of these agencies have stated there are no regulatory issues surrounding the project.

### **District Policy, Section H states:**

3. Project List: The yearly Project List may include all funded items from that Fiscal Year’s Capital Improvement Plan plus all planned General Fund projects costing an estimated \$5,000 or more. The Project List may be amended throughout the year if a project is identified after the creation and approval of the list. The Project List should be presented to the Board for approval by May of each Fiscal Year.

On February 28, 2013 the Board of Directors approved the 2013/2014 Project list.

### **Recommendation**

Staff recommends amending the 2013/2014 Project List to include the pond restoration projects at Ashford Park and Meadow Vista Park. A copy of the proposed amended project list is attached, as well as a copy of the proposed amended 10 year project list.

The ARD Acquisition and Development Committee recommends amending the project list to include the pond restoration projects at Ashford Park and Meadow Vista Park.

**Alternatives available to the Board of Directors**

- 1) Do not approve the Project List Amendment.

**Fiscal Impact**

The total costs for both projects is \$33,400. Future Capital Reserve Funds will be used to pay for the project.

It should be noted that the 10 Year Project List planned on using \$60,000 of Reserve Funds in FY 14/15 to dredge the pond at Ashford Park and \$70,000 of Reserve Funds in FY 18/19 for pond and island restoration at Meadow Vista Park.

There will still be restoration work needed for the pond at Meadow Vista Park, therefore the \$70,000 for that project remains on the proposed 10 year project list. The \$60,000 Ashford Park pond dredging project has been removed from the proposed 10 year project list. The result of this adding and subtracting is a savings of \$26,600 in the Future Capital Reserve Fund.

**Attachments**

- OSR Systems Information Packet
- OSR Systems contract for Ashford Park
- OSR Systems contract for Meadow Vista Park
- Proposed amended FY 13/14 Project List
- Proposed amended 10 Year Project List

**ORGANIC SEDIMENT REMOVAL SYSTEMS, LLC**



*Restoring Ponds and Lakes Throughout the USA*

**Organic Sediment Removal Systems, LLC. INC.**

**2013 INFORMATION PACKET**

*Organic Sediment Removal Systems  
Information Packet*

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# ORGANIC SEDIMENT REMOVAL SYSTEMS

## “A Leader in Pond Restoration since 1991”

### Background



Dear Pond Owner:

I would like to introduce you to Organic Sediment Removal Systems and give you a little background of myself. I am the owner and founder of OSR Systems. In 1990, I developed a system that removes sediment from the bottom of ponds and restores them to their natural beauty.

As a Rescue Diver with the Juneau County Sheriff's Department Dive Team and owner of two ponds, I became very concerned after spending large amounts of money in my own ponds on chemicals, aeration systems, etc. yet they continued to deteriorate rapidly.

After further study of the ponds, I discovered that the bottom had accumulated 1 ½ to 2 feet of MUCK; a substance sealing off the entire bottom, clogging springs, and stopping any ground flow of fresh water into the pond, leaving it stagnant and dying.

This MUCK; comprised of leaves, weeds, and other matter, was being decomposed by anaerobic bacteria, a very slow process. So slow, it could not keep up with the annual accumulation of debris. This anaerobic bacteria and organically rich MUCK was actually feeding the plant kingdom, compounding the problem with more weed and algae growth. It also was poisoning the clean oxygenated water by saturating it with nitrogen and methane gases. Typically, this is Mother Nature's way of filling in ponds and transforming them into marshes, from there into prairies.

Realizing the problem and after some experimentation, I developed a very unique system unlike any other to efficiently remove the MUCK from the bottom of ponds, restoring them to their original condition. OSR Systems has been restoring ponds for eighteen years and is now throughout the USA. Unfortunately, it is practically impossible to visit every pond. Even then, a diver would have to take bore samples to determine the amount of sediment in each pond. Because we have almost two decades of experience in cleaning ponds, just by knowing the size and age of a pond, we can make an accurate determination of cost.

Removing the organic sediment (MUCK) from ponds is the first and most important step in restoring them to their natural beauty. Once this MUCK is removed, you will notice the difference as your pond starts to revive itself back into the animal kingdom, providing microorganisms for fish and other aquatic wildlife which thrive in healthy ponds.



For more information call:

O.S.R. Systems  
1-800-752-8315

Rich Kohutko  
608-565-7105  
608-547-7753

Or

Michael Kohutko  
608-234-1996

Visit us at  
[pondclean.com](http://pondclean.com)

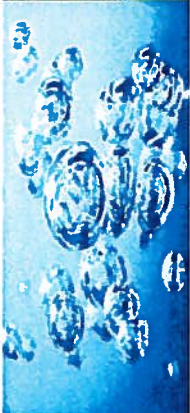




# ORGANIC SEDIMENT REMOVAL SYSTEMS

“A Leader in Pond Restoration since 1991”

## *A New Pond Service*



For more  
information  
call:

### *Remove Bottom Sediments from Your Pond*

*Every pond is in a dying process the moment it is created. Leaves off of trees, weeds and algae, and other organic matter travel to the bottom of the pond, taking the form of MUCK. This gradually fills in the pond and is the direct cause of the many problems that pond owners have. MUCK contains toxic gases and harbors nutrients that cause excessive weed and algae problems, which deteriorates the ecosystem of a pond. Now there is a unique, efficient, and economical way of removing the MUCK and restoring new life to your pond. Let's compare the old solution with the new solution and you decide which is the better approach.*

### *The Old Solution – Mechanical Dredging*

Mechanical dredging is most effective when the pond has been completely drained and the bottom sediments have had time to dry. This means all aquatic life must either be relocated or killed off. If the pond is dredged wet, as soon as the dredge hits the sediments, the sediments are so fine they explode into the water column releasing all the toxic gases and nutrients. This kills off most of the existing aquatic life and leaves the pond a black, mucky mess. Once the dredging is finished, the sediments then settle back to the bottom of the pond, and much of the dredging benefits are lost.

- Heavy equipment can cause extensive damage to the landscape.
- Heavy equipment is hindered by houses, power lines, telephone poles, and mature trees.
- The cost in many cases is prohibited and most mechanical dredgers will not even consider smaller ponds.

### *The New Solution – Organic Sediment Removal Systems*

High-volume suction pumps are used to descend to the bottom of the pond. They move into the sediment, vacuuming it up, just as you would vacuum a carpet. This not only removes the sediments, but also the toxic gases and nutrients. The bottom is restored to its original depth. The process is extremely efficient. It can also remove loose clay, rocks, and sand, freeing up covered springs, irrigation systems, culverts, and cisterns.

### *The Results Are Crystal Clear*

- *The restoration of the natural bottom without disturbing existing aquatic life.*
- *A dramatic reduction of toxic gases, nutrients, weeds, and algae.*
- *An expanded living space for aquatic life and a richer environment.*
- *A cost of up to 75% less than mechanical dredging without damage to existing landscape.*
- *Cleaner water and a healthier ecosystem, increasing property values.*
- *A great reduction in chemical usage.*



# ORGANIC SEDIMENT REMOVAL SYSTEMS

“A Leader in Pond Restoration since 1991”

## Life Cycle of a Pond



### Dear Pond Owner:

Thank you for your interest in OSR Systems: a new and innovative idea in pond cleaning. We hope the information enclosed will bring a better understanding of ponds and our procedure. Unfortunately, for all ponds at the moment of birth, they start a dying process. This is nothing to be alarmed about. It is just part of a natural cycle of nature trying to reclaim the pond; transforming it into a swamp, then a marsh, and finally a prairie.



In the beginning, our fine-feathered friends bring algae, weeds, and eggs to our ponds. The wind contributes leaves, branches, grasses, and other material. All of this accumulates in what we call “the bowl” or “septic tank” of the pond, usually the deepest area. In the shallows up to about three feet, live the aerobic bacteria. This bacterium decomposes foreign matter quickly. In the bowl area live the anaerobic bacteria, which cannot decompose the incoming matter quickly enough. This bacterial war rages on and the fallout is methane, sulfur dioxides, phosphates, and other toxic gases, diffusing throughout the water in the pond, reducing oxygenated water for fish and other aquatic species. This MUCK is nutrient rich and creates a vicious, deteriorating cycle. In essence, instead of the aerobic bacteria feeding the plant kingdom, and continuing a natural, healthy food chain, the anaerobic bacteria disrupts this natural process and feeds the plant kingdom, increasing algae and weed growth, thus suffocating the pond. Natural springs and aerators help, but eventually even they lose ground to this natural process.

We at OSR Systems use a hydraulic method of pumping the sludge (MUCK) from the bowl areas. It is an extremely clean and cost-effective way of removing the sludge and toxic gases without the use of heavy equipment. It also does not interfere with the existing wild and aquatic life, which presently inhabit the pond. Once the bowl areas are cleaned to their original bottom, the toxic gases are removed with the muck, greatly enhancing the water clarity and quality, giving your pond a fresh new start as it was in the very beginning. Due to high volume of sediments removed per day, we will require a discharge area on site to discharge the sediments to, such as a wooded area or fields that flow away from the pond. It will not mound up, but will flow and seek its own gravitational level. It is an excellent fertilizer and will not harm grasslands or wooded areas. The pump used can reach 200 feet into a pond and discharge back up to 2,000 feet, depending on elevation and grade. For those of you who do not have an adequate discharge area, there is an alternative way to contain the muck. We are having remarkable success in cleaning ponds in this manner and are confident we can be of valuable service to you also, or help you with any questions that you may have.

*For more  
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608-234-1996

Visit us at  
nondcleancom



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## **TYPES OF SEDIMENT AND SEDIMENT COMPACTION**

All ponds seem to basically be the same, but in reality they are not. Different factors affecting ponds can be:

- Ponds in heavily-wooded areas will accumulate many more leaves and have a higher PH-level, (or acidic), than those ponds that are surrounded by pines, which have a lower, (or alkaline), PH.
- Larger ponds will have huge geese and duck populations, where smaller ponds will have few, if any at all.
- Spring-fed, icy cold ponds will retain cool temperatures, whereas shallow, warmer ponds which heat up quickly will accelerate algae growth and decrease oxygen levels.
- Feeder streams and culverts can deposit much more foreign material into a pond than a closed system.
- Neglected ponds produce heavy amounts of weeds and algae, which creates sediment quickly.

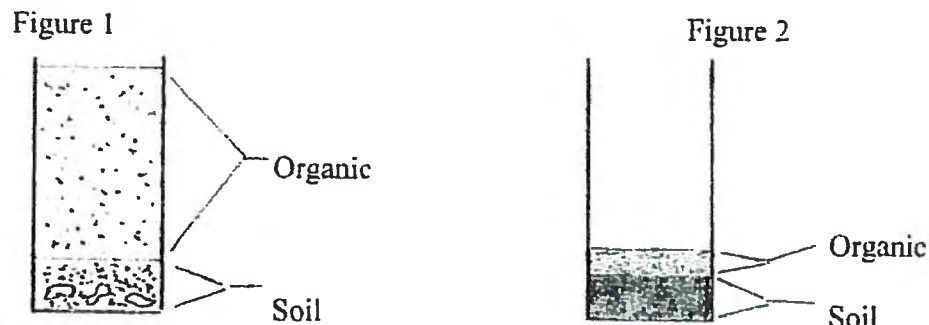
As you can see, the list can go on and in each situation can substantially affect the sediment composition and ecology of a pond. Because of these factors, the depth of sediment, consistency, and viscosity can change dramatically.

In most ponds, the sediment is layered. The bottom layer, depending on the ground the pond was dug in, averages around six inches of soft and clumpy clays. This material is usually left behind by the excavators of ponds and caused by water permeation. Next is a layer of fine clays and soils, which has the viscosity of a fine cream. These layers usually occur when the pond first fills with water and the sides become soluble and slowly flow to the bottom. The third layer is typically 95% organic biomass and 5% of loam soils. This material generally accumulates on an average of one inch per year in normal conditions.



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A cylinder-core sample of a twelve-year-old pond would look something like this:  
See Figure 1.



Engineers who study this material and build the sediment containers for it, dehydrate the organic material in the cylinders. After all the water evaporates and the material compacts to a solid state, it is then re-measured. It is interesting to note that the ratio from liquid to solid is 12:1. In other words, 12 inches of organic biomass, suspended in the pond water amounts to one inch of the same material, (after compaction and dehydration), settled and dried in the discharge field.

After a couple of months, we return to some of our sites where we have used sediment containers. By then, the material has dried. The volume is then calculated and divided by the number of days we worked. The average is around 25 cubic yards per day. This may not sound like much, but we must remember: the material is now in a solid state. Let's expand the material back to its original liquid state as it was in the pond and use the engineering study of 12:1.

12 X 25 cubic yards = 300 liquid cubic yards removed per day. (That is a lot). This is why hauling the material away in a liquid state is cost-prohibitive. One would need 3 tank wagons at \$900 per day = \$2700 in hauling charges. Using the sediment containers in highly-developed areas, we only need an area perfectly level and flat of 25 feet by 100 feet. After the material dries, it can be easily hauled or better yet, dozed over the area to avoid hauling costs. The best way is to have a level field or wooded area into which to discharge. Three hundred liquid cubic yards will flow evenly in a large area. But after it compacts and dries, it does not amount to much at 25 cubic yards. For instance, 25 cubic yards spread evenly over a 200 by 200 square foot area, would equal a depth of .2025 inches or 1/5 of an inch. Consider this scenario: remember the first couple layers of sediment on the bottom of a pond, (soft clays and loam soils). Our pumps are so powerful, it is inevitable for this sediment to be removed also. Because the material is in an inert state, the compaction ratio is 1:1. So, let's say we pump 4 inches of this material and 24 inches of organic muck, which compacts to 2 inches. The ratio mix would then be 66% loam soils and clay and 33% organic material. Then spread this material onto a farm field, which is basically the same mix and our material will disappear before your very eyes. This is exactly why I insist the homeowners are present during our operation, or they will never know we have been there. It is also why our system is so unobtrusive and environmentally-friendly.



## **Operations of OSR Systems**

The following information explains how our operation functions as opposed to alternative methods.

OSR Systems, a new concept, was founded in 1990. Its primary function and design is to remove the decaying organic biomass (leaves, algae, weeds, and other decaying matter) which is causing the most environmental damage to the ecology of our waterways. Our system also removes inorganic material such as loam soils, (topsoils) and soft clays, (which have washed in through culverts, and streams), or erosion that has mixed with the organic material over time.

It is important to note that our system cannot dig or penetrate the natural bottom or design of any pond. This is because we use no mechanical methods such as augers, back hoes, or draglines, which can create vertical down-pressure and dig deeper, changing the contour or original design of a pond. Our system uses a centrifugal pump, which creates a powerful suction. Our special patented clips are then forced horizontally through the sediment, vacuuming up the layers of material without causing down-pressure. This unique method allows OSR Systems to cost-effectively and efficiently remove either specifically-targeted areas, layers, or all layers of sediment to the hard bottom, but no deeper. Because of its unique nature, most city, township, and state ordinances classify this system under maintenance and lake-basin cleaning. Furthermore, it has been proven to have no damaging impact on the environment to ponds owned by homeowners, condominium complexes, and businesses.

Listed below are examples of pond-restoration projects performed by OSR Systems which have proven to have no damaging impact on the environment.

### **Example 1**

#### **Sediment Removal for Harbors and Channels Washington Island - Door County, Wisconsin**

OSR Systems was the only system approved by the Department of Natural Resources to remove sediment in this area because of its low disturbance to the environment.

### **Example 2**

#### **Sediment Removal for Retention Ponds Underwriter's Laboratories - Northbrook, Illinois**

Contractors using augers needed to lower the 25-foot deep, 3-acre pond to a 5-foot water depth in order to function. This would have a considerably negative impact on the aquatic life throughout the pond.

OSR Systems can operate to a depth of 150 feet. Therefore, there was no need to lower the water depth.



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**Example 3**

**Sediment Removal for Ponds in Public Areas**

**Turner Pond - Roselle, Illinois**

This 2.5 acre pond is centrally-located in Roselle, Illinois. It is richly landscaped, with playgrounds, picnic areas, and jogging paths which attract high traffic. Their major concerns were: impairment to fishing and aquatic life, reduction of park facility use, and destruction of the landscape. OSR Systems allowed all of the park's activities to continue without interruption. The only visible impact to the landscape of the 20-acre park was a discharge area located on site, which used an area totaling 150 X 50 feet adjacent to Roselle Avenue.

**DISCHARGE**

All sediment is discharged on site. The sediment has a liquid consistency and disperses evenly throughout flat areas. In limited confined areas, different sediment containments are used. The containment areas use a polyurethane filter material woven with a 50-grain-filter sieve construction, trapping sediment and allowing only water to escape. Because of OSR Systems' concern for the environment, we are extremely careful where we discharge sediments. They must be deposited in high, dry areas, (such as woodlands or fields), where this sediment cannot reach or fill in any neighboring waterways or flood-plain areas. In the past 17 years, we have never had an incident where this material has leached into a non-designated area.



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## **Permits**

*Please read this entire letter. Any information enclosed can be useful.*

Thank you for considering Organic Sediment Removal Systems for your pond restoration project. You have received this letter in preparation for obtaining permits. Permits can be a very simple process, or a very complicated, time-consuming one. This letter is designed to guide you through the least troublesome path.

First, I would like to explain OSR System's position. Because we travel extensively throughout the Midwest, it is difficult to keep on top of the permitting process. Different geographical areas handle issuing permits in various ways.

Secondly, you will soon find that few agencies want to deal with permits because they either know little about them or they want little to do with them. Inevitably, you will find yourself shuffled from one bureaucracy to another playing phone tag. We basically have little time for this. Once you have made initial contact with the right people and if they have any questions that you cannot answer, we will be eager to assist you.

Thirdly, your specific territory is more familiar to you than it is to us. You will naturally progress a lot further and quicker than we will. Also, when talking to these individuals, you may need to explain our process. We are enclosing literature titled "Operations of OSR Systems" to help you answer any questions a regulatory agency may have about our process. Feel free to send them this information.

### **For Wisconsin Residents:**

- If you own the pond or lake and the land encompassing the pond -
- If the pond or lake has no public access -
- If it is private
- If it is not within 500 feet of a navigable waterway -
- If it is discharged on site -

**You generally do not need a permit.**

Or if you have a class-C fishing license, you may not need a permit.

This is to the best of our knowledge as of late.

Rules and regulations change often. If you are still unsure whether or not you need a permit, you may wish to contact the Department of Natural Resources- Water Management Division in your area.

### **For Illinois Residents:**

In our experience, we have found that many of the villages and townships independently deal with permits for natural ponds, lakes, and retention ponds. This is where you have an advantage over OSR Systems. You or one of your associates may know someone who works for the village or township or is on the town board that may be familiar with this process. Check with these people first and who they recommend you contact.



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### For All Residents:

*We have heard that in 1992, the Army Corp of Engineers opted out of the pond business and directed their main attention to major waterways, lakes, and flood plains. If you think that your pond is in a flood plain or major waterway, by all means contact the Army Corp of Engineers.*

### Important for All Residents When Applying for a Permit:

When applying for a permit, be very careful of the words you use. OSR Systems uses a very economical and efficient method for removing sediments and is the least intrusive system on the environment and its surrounding landscape. However, realize that the people you are talking with do not know this. If you use such words as “dredging”, “digging”, “mechanical”, or “hydraulic”, red flags go up all over the place. The immediate fear is the destruction of the environment or pond. Heavy equipment destroys the landscape, and more so, changes the original design or natural contour of the pond, lake, or retention area, (which they do; it is unavoidable when using these methods).

Hydraulic dredging uses a mechanical auger. It has no control where or how deep it is digging and it will dig deeper than intended, which changes the original design and destroys both microorganisms and non-microorganisms living beneath the subsoil under the pond. Backhoes and draglines fall under the same principle. They create major concerns and you may be referred to the Environmental Protection Agency (EPA) for environmental impact studies.

Instead, you want to use words such as “clean”, “vacuum”, “removal of organic material”, (leaves, weeds, algae, muck, and other decaying matter), or “*maintenance only*”. Be very cautious and use only these passive words. Even though OSR Systems falls under hydraulic dredging, we use no augers that create vertical down-pressure, which can dig deeper. Our system works horizontally, specifically targeting certain areas or layers of sediment. We can remove just the organic material, which is causing the most environmental damage to ponds and saturating the ponds with excessive nutrients and toxic gases; or we can remove all layers (organic and inorganic) right to the hard bottom. But our system will not dig beneath the natural bottom. Therefore, we do not change a natural system or an engineer’s designed system. It remains intact.

### Example of a Permit Application Introduction

Dear Sir:

We are afraid that our pond is becoming a health hazard. We have learned that the pond is filling in naturally with organic material, such as weeds, leaves, algae, and other decaying matter. This is causing excessive blooms of weeds, algae, foul-smelling water, and in some cases, has killed our fish. We have found someone who can remove this material and clean our pond. They vacuum up the sediment and place it on site. After it dries, we are going to seed over it. We feel this falls under maintenance and do we need a permit to maintain our pond and keep it healthy?





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**Permit Examples**

**Underwriter's Laboratories – Northbrook, Illinois**

- 3-acre retention pond
- To be discharged on site
- EPA was contacted.
- Permit was issued effortlessly within 60 days.

**Cardinal Health Corporation– Gurnee Illinois**

- 5-acre pond
- To be discharged on site
- EPA was contacted.
- Forms were filed.
- Permit was issued in 360 days.

**Wheaton, Illinois**

- 1-acre pond
- To be discharged on site
- Private Association
- Village was contacted.
- Environmental impact study required by Village for EPA.
- Cost was \$9,000 for impact study.
- Time elapsed – 2 years
- Permit – still pending ( I feel this was taken to absurdity)

**Roselle Park District – Roselle, Illinois**

- 3-acre pond
- To be discharged on site and hauled away
- Village issued permit
- Time elapsed – 5 days

**Lake Forest, Illinois**

- Five 1-acre ponds
- To be discharged on site and hauled away
- Private Association
- Sediment Test Required by Village -\$800
- Village Issued Permit – 15 days

**Wooddale, Wisconsin**

- 3-acre pond
- To be discharged on site
- Private Association
- Village Issued Permit – 10 days



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**Glenview, Illinois – Cobblestone Condominium Association**

- Two ½ acre ponds
- Private Association
- Could not find anyone to deal with permits
- Finally, one was granted by the Metropolitan Water Reclamation District of Greater Chicago
- Time elapsed – 30 days

*Most all of Wisconsin ponds that discharge on site – Permits not required*

As you can see by the above examples, permits differ from state to state, town to town, and village to village. In most cases, our experience has found that it matters to whom you talk. Some permits are generously granted and easily obtained if you contact the right people. In other incidences, it can be such a nightmare that they are not worth pursuing.

I hope this helps, and if you have any questions, please feel free to call us.



# ORGANIC SEDIMENT REMOVAL SYSTEMS

A Leader in Pond Restoration since 1991

Eliminating MUCK from your Pond



We are having great success removing nutrient-rich sediment (MUCK), which is the major cause of foul water, and excessive weed and algae growth. This MUCK severely degrades the quality of ponds.

Years ago we finished a project for Underwriter's Laboratories in Northbrook, Illinois. Not only did they like our prices, but they were very impressed with how well our system could target specific problem areas, saving time and money. I guess you could say that we are UL approved.

Here are some answers to the most commonly asked questions. Hope this helps!

### **Do you service my area?**

We service projects throughout the United States.

### **What size ponds can you clean?**

Around 1/16 acre to 10 acres, but we can also target specific areas such as pump stations and irrigation systems.

### **How often does this have to be done?**

Our own personal ponds, which are  $\frac{3}{4}$  acre in size, 15 feet deep, and in a heavily-wooded area, were cleaned 16 years ago. Initially, we were spending an unreasonable amount of money on chemicals, flocculants, aeration equipment, bacteria, etc. in order to control weeds and algae, with limited results. Once we developed this system and cleaned our pond, we spend no more than \$100 annually on maintenance. So, depending on how well you maintain your pond after cleaning, it should last 15-20 years.

### **How does your system work?**

The system hydraulically removes the decaying sediment from the bottom of ponds. Any area could be specifically targeted and is incredibly cost-efficient and environmentally friendly.

### **Will this adversely affect aquatic life and fish?**

No. Our system does not harm the wildlife. You do not have to relocate any aquatic life.

### **What do you do with all the sludge that you pump out?**

Most people have enough property to discharge on site. If not, we provide other alternatives. We can use silt containers, which have a very low footprint or shoreline restoration and erosion control.

### **Will this destroy any of my property?**

Because of its liquid form, gravity will disperse it evenly among the grasses and fields. In addition, it is so nutriently rich that the plants love it and so do the farmers if fields are available.



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### **How far can you pump the sediment?**

2,000 feet, depending on grade and elevation.

### **Do you come out and inspect the ponds and give estimates?**

Only if there is a concern with the discharge area. Even then, I am looking at a pond, which does not tell me much. Only when the divers are down there and the system is in full operation will we know how much sediment has accumulated over the period of time, type, and viscosity of the sediment. With our experience, if I know the size, depth, age, and surrounding foliage, I am usually very accurate of how much time it will take to clean a specific pond or area. The only other concern is the discharge site and 99% of the time we can solve that over the phone.

### **Do you have to clean the entire pond?**

No, we are mainly concerned with the bowl area, which is the deepest part, where the bulk of the sediment has accumulated and is toxifying the pond and doing the most environmental damage. As a matter of fact, we serviced a pond which was going to take at least three days, but because of their budget, we only worked one day. The pond cleaned up so well, it was five years later before she called us back to finish the pond, which confirms that any start is a good start.

### **How much sediment can you remove?**

In one pond, we removed 12 feet of organic sediment before we reached the original bottom. Most ponds, however, have an average of 1-3 feet of sediment.

### **How much does this cost?**

Because all ponds are so different and even sediment samples are not really reliable in indicating how much sediment is in the bottom of the ponds, we charge on a daily basis, like time and material. This avoids wasting our clients' time and money on ponds that we finish ahead of schedule. Naturally, a ¼ acre pond with 5 feet of sediment is going to take a lot longer than a ¼ acre pond with 1 foot of sediment, which usually takes us one day. Daily rates are obtained by request.

### **Why do ponds have to be cleaned?**

Mother Nature tries to reclaim all bodies of water. In the deeper water lies anaerobic bacteria which cannot decompose the onslaught of organic matter. This material slowly builds as a nutrient rich compost, or natural fertilizer plant, saturating the water with nitrogen, phosphates, sulfur dioxide, methane gases, and the list goes on. This causes excessive algae and weed growth, foul water, and sometimes fish kill. All this dies through the winter, adding and compounding a vicious cycle that builds over time, filling in our ponds.

### **What about aeration systems?**

About 80% of the ponds that we clean have aeration systems, (mine included). After following instructions and \$5,800 a year later, I dove to the bottom of my pond and shoved my hand up to my shoulder in solid muck, which was not supposed to be there if aeration systems and bacteria were that effective. That's when I developed our system. I think aeration systems are a big plus to alleviate some of the gases mentioned above from saturating into the water. But as for decomposing sludge from the bottom, my personal experience and others' have had little success. After we clean a pond, I think aeration systems are a great help in keeping a pond cleaner and healthier longer.



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### **What is the difference between your system and mechanical excavators?**

Water is a disadvantage to heavy equipment. A reputable excavator will drain the pond first to ensure that the sediment solidifies to a more manageable and solid form; otherwise, the sediment will just slop around the blade; they will get stuck, and it's a real bear. That is why they charge such an ungodly amount. Check around. The average cost is around \$75,000 per acre. To dragline wet, remember the sediment is in a soft liquid state. When the bucket hits the sediment, the sediment explodes in the water, saturating the entire water column, (like a spoon stirring chocolate in milk.) Yes, you will have a deeper pond, because they can remove the hard clays and soils at the bottom when they dig. But when they are finished and the pond settles, you are right back where you started. Our system uses the water to our advantage. How does this sound? Insert a straw into the chocolate, suck it all up, and your problems are over. No mess, no costly re-landscaping, only efficient and cost-effective results.

### **What are the benefits of Shoreline Restoration and Erosion Control?**

We have developed a system that uses the removed sediments from the bottom of the pond and places them back on the eroded shoreline. The benefits are: your pond is cleaned and shoreline is restored all in one process, you are using your own material, no new material has to be hauled in, the material is rich in nutrients allowing plants and sod to establish quickly, long lasting, high water retention, low maintenance, rodent proof and low cost.

### **What happens after my pond is cleaned?**

After we clean the ponds, we advise you how to take care of it afterwards, so you can enjoy a healthy and fruitful pond for years to come.

We hope we have answered your questions. If you have any further questions please contact us.



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**NEW PONDS FOR GOLF COURSES AND HOMEOWNERS ASSOCIATIONS**

New References for 2011 and 2012  
Golf Courses – Pump Stations

Mike Perkaus Aquatic Ecosystems	Golf, IL.	847-579-3090
Dick Milaeger Pump Station Professionals	Waupun, WI.	262-424-2329
John Leibold Leibold Irrigation, Inc.	East Dubuque, IL.	815-747-6024
Jean Singleton Naturescape Design, Inc.	Cary, IL.	708-417-3591
Greg Thalmann Fox Run Links G.C.	Elk Grove Village, IL.	847-344-6968
Kurt Strother Eagle Ridge Resort	Galena, IL.	815-275-6984
Jeff Lemanski Chick Evan G.C.	Morton Grove, IL.	708-567-5713
Tommy Robinson Ravina Country Club	Riverwoods, IL.	847-989-3578
Mark Schmitz Meadows Golf Club	Blue Island, IL.	773-606-8386
Mark Petitgoue Brae Loch Golf Club	Grayslake, IL.	847-561-8003
Scott White Mauh-Nah-Tee-See	Rockford, IL.	815-399-2961
Rob Nixon Riverside Golf Club	Horicon, IL.	847-489-5835
Todd Blankenship Trappers Turn G.C.	Wisconsin Dells, WI.	608-432-9222
Jason Wolf – Billy Casper Whisper Creek G.C.	Huntley, IL.	630-740-3882



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Ben Kelnhofer Mistwood G.C.	Romeoville, IL.	815-274-2830
Brian Trifilio Glendale Lakes G.C.	Glendale Heights, IL.	630-291-3551
Ronalda Randich Randall Oaks G.C.	West Dundee, IL.	847-551-4315
Tim Anderson Naperville C.C.	Naperville, IL.	630-420-9663
Dan Tully Kemper Lakes	Hawthorn Woods, IL.	312-395-7713
Joe Bottalla Del Web Sun City	Huntley, IL.	847-515-7612
Christine Martner Bollingbrook Park District	Bollingbrook, IL.	
Steve Partyka White Pines G.C.	Bensonville, IL.	630-768-0906
Jennifer Rooks-Lopez Sportsman C.C.	Northbrook, IL.	847-897-6124
Dustin Riley Oconomowoc G.C.	Oconomowoc, WI.	262-567-6212
Kevin Knudtson Geneva National G.C.	Lake Geneva, WI.	262-607-1399

**Commercial References 1991-2010**

Meadowbrook Country Club Pat Nora	Racine, WI	262-637-7461
Merit Club John Nelson	Libertyville, IL	847-816-6985
Nakoma Country Club Clark Rowles	Madison, WI	608-238-2033
Heather Ridge Brad Banwart	Gurnee, IL	847-710-2378 847-367-6016



*Organic Sediment Removal Systems  
Information Packet*

Goodmark Nursery Mike Scheitz	Wonderlake, IL	815-653-9293
Sierra Mills Homeowners Assoc. Don Schneider	Batavia, IL	630-406-9890
Willowgate Subdivision Andrea Sorgani	St. Charles, IL	847-517-4400
Minikahda Golf Club Jeff Johnson	Minneapolis, MN	612-926-1601
Twin Lakes Golf Club Keith Johnson	Westmont, IL	630-960-9140
Big Foot Country Club Jim Nolte	Walworth, WI	262-275-5101
Evanston Golf Club Daniel Charlton	Skokie, IL	847-676-9593
Indian Hill Country Club Daniel Schlagetter	Winnetka, IL	847-528-6656
River Oaks Country Club Bryan Stromme	Huntley, IL	847-961-5155
Wynstone County Club Curtis James	North Barrington, IL	224-392-3974
Eaglewood Resort Ben Exline	Itasca, IL	630-467-0739
New Berlin Hills Golf Course Joel Peterson	New Berlin, WI	262-780-5204
Stonehenge Golf Club Joe Scafer	Barrington, IL	847-381-8600
Lake Ridge Club Association Mike Keller	Burr Ridge, IL	630-408-5941
Oak and Dale Properties Katie Johnson	Hinsdale, IL	630-323-8810
Mount Prospect Park District Fred Behnke	Mt. Prospect, IL	847-814-3585





*Organic Sediment Removal Systems  
Information Packet*

Village of Bloomingdale Bob Prohaska	Bloomingdale, IL	630-688-8473
Lake County Forest Preserve Debbie Mauer	Grayslake, IL	847-968-3285
Lake County DNR Brad Semmel	Spring Grove, IL	815-675-2386
Braymore Hills of Inverness Bill Ahillen	Inverness, IL	847-208-2594
Century Farms Sean Flaherty	Naperville, IL	630-544-1002

**More Commercial References**

<b>JaNelle Merry-Wetland Specialist</b>	<b>Green Bay, WI</b>	<b>800-576-2476</b>
<b>Robert Rosenberger-DNR</b>	<b>Peshtigo, WI</b>	<b>715-582-5041</b>
<b>Jim Rixie (Underwriter's Lab)</b>	<b>Northbrook, IL</b>	<b>847-664-2103 (work)</b>
<b>Jim Evans (Turnberry Country Club)</b>	<b>Lakewood, IL</b>	<b>815-790-8350 (work)</b>
<b>Mike Vercautren (Butterfield Co. Club)</b>	<b>Oak Brook, IL</b>	<b>630-323-2734 (work)</b>
<b>Lois Rodlisky(Hill's Homeowner's)</b>	<b>Palos Hills, IL.</b>	<b>708-599-7396 (home) 708-837-7510 (cell)</b>
<b>Rob Burns (Roselle Park District)</b>	<b>Roselle, IL</b>	<b>630-980-2020 (work)</b>
<b>Ken Holthaus (Midwest Irrigation)</b>	<b>East Dubuque, IL</b>	<b>815-747-3359 (work)</b>
<b>Hal Weibel (Summer Field Assoc.)</b>	<b>Lake Forest, IL</b>	<b>847-234-4946 (work)</b>
<b>Jim (Cobblestone Condominiums)</b>	<b>Glenview, I</b>	<b>847-296-2402 (work)</b>
<b>Jean Collins (Evergreen Homeowner's)</b>	<b>Lake Forest, IL</b>	<b>847-234-7686 (home)</b>
<b>Davie Esau (Timbers in Palos)</b>	<b>Palos Hills, IL</b>	<b>708-974-4386 (work)</b>
<b>Jerry Kershasky (Westmoor Golf Club)</b>	<b>Brookfield, WI</b>	<b>262-894-0399 (cell)</b>
<b>Bruce McClaren</b>	<b>Hinsdale, IL</b>	<b>920-847-2684 (work)</b>



*Organic Sediment Removal Systems  
Information Packet*

<b>Bill Ryan (Ryan &amp; Assoc. Law Firm)</b>	<b>Hinsdale, IL</b>	<b>312-236-1386 (work)</b>
<b>Brad (Heather Ridge Country Club)</b>	<b>Gurnee, IL</b>	<b>847-816- 9300 (work)</b>
<b>Doug DeVries (Reid Golf Course)</b>	<b>Appleton, WI.</b>	<b>920-832-5927 (office)</b>
<b>Mike Sauls (Butler National Golf Course)</b>	<b>Oak Brook, IL.</b>	<b>630-990-3340 (work)</b>
<b>Jim Hugunin (Land O'Lakes Tackle)</b>	<b>Oswego, IL</b>	<b>630-240-0487 (work)</b>
<b>Gary Wendt (Brandtwood Lake Assoc.)</b>	<b>Glendale, WI</b>	<b>414-352-5118 (work)</b>
<b>Dutch Lundy (Lake Forest Park District)</b>	<b>Lake Forest, IL</b>	<b>847-615-4320 (work)</b>
<b>Karen Gaeta (Campground)</b>	<b>Marengo, IL</b>	<b>815-923-2278 (work)</b>
<b>Nick Gowe (Aquatic Biologist) (Scientific Aquatic Weed Control)</b>	<b>Gurnee, IL</b>	<b>847-662-5370 (work) 847-533-4772 (cell)</b>
<b>Rich Rollins (Aquatic Biologist) (Aquatic Weed Technology)</b>	<b>Roselle, IL</b>	<b>630-893-0810 (work)</b>
<b>Kevin Dahm (Aquatic Biologist)</b>	<b>Algonquin, IL</b>	<b>847-960-7252 (work)</b>

**Residential References**

Dennis Dryja	Fondulac, WI	920-923-1169
Dr. John Fornetti	Iron Mt., MI	906-774-2452
Jim LaLuzerne	DePere, WI	920-336-3800
Craig Smith	Waupaca, WI	715-258-7583
Gerald Konz	Racine, WI	262-554-7796
Tom Payonk	Antioch, WI	847-838-4132
Tim Hill	Big Bend, WI	262-662-3960
Patrick Meyers	Hilbert, WI	920-989-1875
Bob Schottmueller	Sturgeon Bay, WI	920-788-5451
John Navis	Mauston, WI	608-847-4445



*Organic Sediment Removal Systems  
Information Packet*

George Burlingame	Fort Atkinson, WI	920-563-6005
Pine Apple Farms (Terry Zeman)	Harvard, IL	773-792-2515 ext.14
Paul Van Laanen	Iron River, MI	920-865-7152
Charles Hall	Eleva, WI	715-946-3564
Carl Latz	Elkhorn, WI	262-742-3947
Verne Netzow	Oconomowoc, WI	414-507-3738
Bruce McDowell	Minocqua, WI	715-356-1578
John Schumann	West Bend, WI	262-677-2237
Robert Bolz	Madison, WI	608-576-2337
Dan Deufel	Aurora, IL	630-896-1951
Jack Janssen	Rockford, IL	815-964-4381
Chris Caliendo (Jim Daley) (caretaker)	Hartford, WI	262-966-2506
Michael and Marilyn Keller	Allenton, WI	262-629-5461
Howard Buckman	Hartford, WI	920-563-5720
Fred Schoenfeld	West Chicago	630-896-1523
Robert Denaro	Long Grove, IL	847-726-9003
Scott Freitag	Montello, WI	920-295-8753
Heidi and John Dohmen	Cedarburg, WI	262-375-2338
Jim McLean	Aurora, IL	630-801-7641
Bonnie Weidmeyer	Theresa, WI	262-629-5966
Dan Kupsh	Cato, WI	920-732-3610
Jim Wallace	Wisconsin	920-668-6182



*Organic Sediment Removal Systems  
Information Packet*

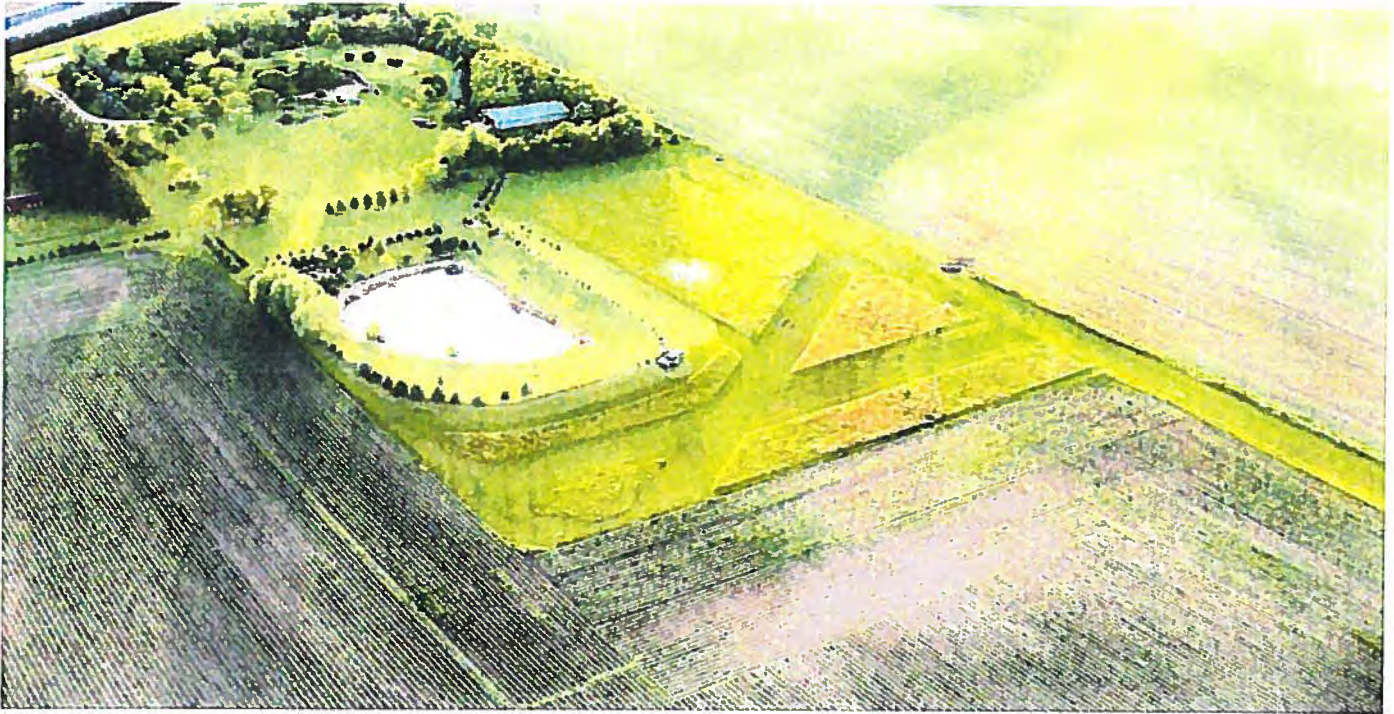
Rich Gregie	Oswego, IL	630-554-5253
George Sandstrom	Burlington, WI	414-763-9302
Eleanor Pick	Barrington, IL	847-428-5287
Richard Bushey	East Troy, WI	414-642-5572
Gerald Mikkelson	Antigo, WI	715-623-6817
Thomas Tate	Abrams, WI	920-826-2446
Mark Vuskallia	Milwaukee, WI	414-351-1085
Ron Cimarole	Portage, WI	608-742-1682 608-742-2238 Work
Carol Bydynkowski	Iola, WI	715-445-2997
Jim Krueger	Appleton, WI	920-734-0378
Jay Neurenhausen	Oshkosh, WI	920-589-2103
Randy Steingraber	Manawa, WI	920-596-3607
Dick Ashenbrener	Wisconsin Rapids, WI	715-421-0272 715-422-3152 Work
Percy Clout	Ft. Atkinson, WI	414-563-9571 Work
Wendy McCalvy	Racine, WI	414-639-5749
Fran Scheunemann	Cedarburg, WI	414-675-2276
Larry Filo	Campbellsport, WI	414-533-8109
Fritz Hausmann	Madison, WI	608-255-8262
George Parker	Janesville, WI	608-754-9002 Work
Judy Wegner	Germantown, WI	414-628-9568
Duke Potter	Lake Geneva, WI	414-248-1157 414-248-3559 Work



*Organic Sediment Removal Systems  
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T.W. Norris	Poy Sippi, WI	414-987-5217
Stuart Parsons	Cedarburg, WI	414-377-6685
Helen Zuelke	Kewaskum, WI	414-626-2345
Bill Stange	Lake Geneva, WI	414-537-2916
Kathy Delaney	Lodi, Wisconsin Lake	608-592-0177



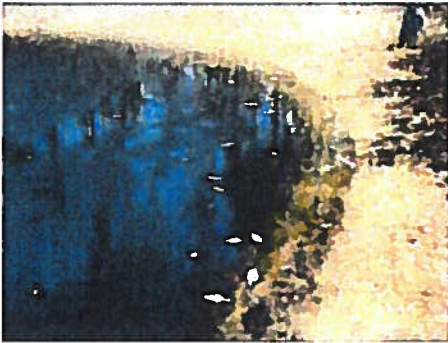


**Rich,  
I took these from my breezy. Thank you again. If you ever  
want to use us for a referral, go ahead.  
Have a good day.  
John & Terry Thompson, Rockford, IL**



## PRIVATE AND PROFESSIONAL-THROUGHOUT THE MIDWEST

### ➤ Private Ponds



Sediment removal prevents winter fish kill by removing sediments containing toxic gases that will ultimately saturate the water column and destroy aquatic life.

### ➤ Golf Courses and Country Clubs



There is no disruption to a country club or any of their golfers or patrons while the project is under construction.

### ➤ Park Districts and Forest Preserves



Where there are no large discharge sites for the sediment to be spread, specially-designed containers are used. These are convenient for areas that are confined and have limited space. This was a park district and public activities continued as normal.

*Picture of bladders*

© 1991-2013

➤ Retention Ponds, Cisterns, and Pump Stations



This 3.5-acre pond at Underwriters Laboratories in Northbrook, Illinois, had 4 feet of sediment removed from it and was completed in one season. There were also 25-foot-deep, 12' x 12' cisterns, where an average of 2 feet of sediment was removed from the pump station.

➤ Governmental Projects



Working in conjunction with the Illinois DNR and Lake County Forest Preserve, OSR Systems was the only system which could remove sediments from this concrete culvert which measured 3' X 8' and expanded to 120' underneath the road. They also chose our system because of the low impact that would protect their continuing, restoration project of native plants.

➤ Homeowners Associations



Because of our 22-years of experience, we can bid a project within a day or two of completion. We often finish a project before the contracted time, saving our clients money, because our charges are based on time and material only.

*Picture of bladders*





# CONTRACT

## Organic Sediment Removal Systems

"A Leader in Pond Restoration since 1991"

N9397 7<sup>th</sup> Avenue South, Necedah, WI 54646  
Phone 608-565-7105 Fax 608-565-6434  
richncat@tds.net

INVOICE #01130722-2  
DATE: 7/22/2013

**SUBMITTED TO:** Pat Shane  
123 Recreation Drive  
Auburn, CA

### WORK TO BE PERFORMED AT:

Ashford Park Pond  
Auburn, CA.

**WE HEREBY PROPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FOR THE COMPLETION OF THE FOLLOWING BY SUCTION DREDGING:**

1. The removal of organic sediment of a pond at the location stated above.
2. The operation will be performed by scuba divers with a high volume suction pump to remove organic sediment only.
3. It is understood by all parties, that it is impossible to estimate how much sediment has built up over time, and for this reason, there is no guarantee that all of the sediment will be removed in the allowable time stated in the contract. All proposals are estimated on removing 1 foot of sediment unless specified otherwise. (SEE ATTACHED PROPOSAL, PART OF THIS CONTRACT)
4. Each pond varies; therefore, the job is estimated per day. A day will guarantee and consist of eight man-hours; performed by two divers for four hours, and four hours of pump-running time. The daily charge is stated below.
5. It is also understood that the main function of this type of operation is to remove organic sediment from the deepest area of a pond first, since this is where the heaviest concentration of sediment exists and is doing the most environmental damage, unless stated otherwise.
6. The undersigned additionally agrees that the entire system developed by OSR Systems is unique and protected under the Trade Secrecy Acts and absolutely none of its operations can be duplicated, copied, photographed or disclosed.
7. OSR Systems is not responsible for providing a discharge site, the construction of, or the removal of sediment from a discharge site. If silt containers are needed, they are provided at cost.

**All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications attached and submitted for above work and completed in a substantial workmanlike manner for the sum of:**

3 DAYS @ \$2,150 PER DAY. 1 SILT CONTAINER 45' X 50' AT \$2,250,  
TOTAL EQUALS: \$9,400.00

ANY ATTACHED PROPOSAL IS AN AMENDMENT OF AND PART OF THIS CONTRACT.

With payments to be made as follows: Upon completion. Large projects may need to provide down payment before start-up, as well as periodic installments. Payments not paid in a timely manner will be subject to a 1 ½% interest charge per month.

Respectfully submitted by : \_\_\_\_\_  
Date: \_\_\_\_\_

### ACCEPTANCE OF CONTRACT

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the Work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Thank you for your business!!**



# CONTRACT

## Organic Sediment Removal Systems

"A Leader in Pond Restoration since 1991"

INVOICE #01130722  
DATE: 7/22/2013

N9397 7<sup>th</sup> Avenue South, Necedah, WI 54646  
Phone 608-565-7105 Fax 608-565-6434  
richncat@tds.net

**SUBMITTED TO:** Pat Shane  
123 Recreation Drive  
Auburn, CA

**WORK TO BE PERFORMED AT:**  
  
1101 Meadow Vista Lane  
Auburn, CA.

WE HEREBY PROPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FOR THE COMPLETION OF THE FOLLOWING BY SUCTION DREDGING:

1. The removal of organic sediment of a pond at the location stated above.
2. The operation will be performed by scuba divers with a high volume suction pump to remove organic sediment only.
3. It is understood by all parties, that it is impossible to estimate how much sediment has built up over time, and for this reason, there is no guarantee that all of the sediment will be removed in the allowable time stated in the contract. All proposals are estimated on removing 1 foot of sediment unless specified otherwise. (SEE ATTACHED PROPOSAL, PART OF THIS CONTRACT)
4. Each pond varies; therefore, the job is estimated per day. A day will guarantee and consist of eight man-hours; performed by two divers for four hours, and four hours of pump-running time. The daily charge is stated below.
5. It is also understood that the main function of this type of operation is to remove organic sediment from the deepest area of a pond first, since this is where the heaviest concentration of sediment exists and is doing the most environmental damage, unless stated otherwise.
6. The undersigned additionally agrees that the entire system developed by OSR Systems is unique and protected under the Trade Secrecy Acts and absolutely none of its operations can be duplicated, copied, photographed or disclosed.
7. OSR Systems is not responsible for providing a discharge site, the construction of, or the removal of sediment from a discharge site. If silt containers are needed, they are provided at cost.

**All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications attached and submitted for above work and completed in a substantial workmanlike manner for the sum of:**

9 DAYS @ \$2,150 PER DAY. 1 SILT CONTAINER 60' X 120' AT \$4,650,  
TOTAL EQUALS: \$24,000.00  
ANY ATTACHED PROPOSAL IS AN AMENDMENT OF AND PART OF THIS CONTRACT.

With payments to be made as follows: Upon completion. Large projects may need to provide down payment before start-up, as well as periodic installments. Payments not paid in a timely manner will be subject to a 1 ½% interest charge per month.

Respectfully submitted by : \_\_\_\_\_  
Date: \_\_\_\_\_

### ACCEPTANCE OF CONTRACT

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the Work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Thank you for your business!!**

**2013/2014 PROJECT LIST  
FUNDING BREAKDOWN  
PROPOSED LIST AUGUST 2013**

2013/2014

Estimated balance

54,334      682,329      234,189      262,000      0      235,000

PROJECT	Est. Cost	Gen. Fund	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	In Kind
<b>Ashford</b>								
Restroom remodel	35,000				17,500	17,500		
Ashford POT	27,000		0			27,000		
POT rest stops	4,000		4,000					
Parking lot renov	40,000		20,000	20,000				
Playground	68,000				44,000	24,000		
Signage	500			500				
<b>Pond restoration</b>	<b>9,400</b>			<b>9,400</b>				
<b>Recreation Park</b>								
Signage	1,500			1,500		0		
Beggs safety netting	1,500			1,500		0		
Sierra Pool Expansion Joint	35,000	35,000						
<b>Regional 24 acres</b>								
24 acres, walking path in kind	235,000							235,000
MP Field improve (goal posts, seeding)	12,500			12,500				
<b>Railhead</b>								
Playground	61,000			5,000	38,000	18,000		
Shade Structure + hardscape	121,200			9,400	83,800	28,000		
<b>Meadow Vista Park</b>								
Pathway repairs	23,000			23,000				
<b>Pond restoration</b>	<b>24,000</b>			<b>24,000</b>				
<b>TOTAL</b>	<b>698,600</b>	<b>35,000</b>	<b>24,000</b>	<b>106,800</b>	<b>183,300</b>	<b>114,500</b>	<b>0</b>	<b>235,000</b>
<b>Estimated Balance Remaining</b>								
			30,334	575,529	50,889	147,500	0	0

## Auburn Recreation District Park Specific Master Plan

### 2013/2014 (Year 1)

PROJECT	Est. Cost	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	In Kind
Estimated balance							
		54,334	682,329	269,926	262,000	0	235,000
<b>Ashford</b>							
Restroom remodel	35,000			17,500	17,500		
Ashford POT	27,000	0			27,000		
POT rest stops	4,000	4,000					
Parking lot renov	40,000	20,000	20,000				
Playground	68,000			44,000	24,000		
Signage	500		500				
Pond restoration	9,400		9,400				
<b>Recreation Park</b>							
Signage	1,500		1,500				
Beggs safety netting	1,500		1,500				
Sierra Pool Expansion Joint	35,000		Gen.Fund				
<b>Regional 24 acres</b>							
24 acres, walking path in kind	235,000						235,000
MP field improve. (goal posts, seeding)	12,500		12,500				
<b>Railhead</b>							
Playground (incl. USBR fee)	61,000		5,000	38,000	18,000		
Shade Struct.;hardscape; incl. USBR	121,200		9,400	83,800	28,000		
<b>Meadow Vista Park</b>							
Pathway repairs	23,000		23,000				
Pond restoration	24,000		24,000				
<b>TOTAL</b>	<b>698,600</b>	<b>24,000</b>	<b>106,800</b>	<b>183,300</b>	<b>114,500</b>	<b>0</b>	<b>235,000</b>
<b>Estimated Balance Remaining</b>		<b>30,334</b>	<b>575,529</b>	<b>86,626</b>	<b>147,500</b>	<b>0</b>	<b>0</b>

# Auburn Recreation District Park Specific Master Plan

## 2014/2015 (Year 2)

PROJECT	Est. Cost	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	In Kind
Estimated balance							
		35,334	650,529	136,626	157,500		60,000
<b>Recreation Park</b>							
Lower RR replacement	105,000		0		105,000		
Bocce Ball	200,000		51,000	100,000	49,000		
<b>Regional Park</b>							
Dry Creek Picnic	15,000		15,000				
Reg Shop POT	30,000		30,000				
Field C lights	12,000		12,000				
<b>Railhead</b>							
Drinking fountain	2,500		2,500				
Parking Lot ADA	5,000	5,000					
Pump Track (see Note #5)	60,000						60,000
<b>Ashford</b>							
Pond dredging \$60,000 (removed)							
<b>TOTAL</b>	<b>429,500</b>	<b>5,000</b>	<b>110,500</b>	<b>100,000</b>	<b>154,000</b>	<b>0</b>	<b>60,000</b>
<b>Estimated Balance Remaining</b>		<b>30,334</b>	<b>540,029</b>	<b>36,626</b>	<b>3,500</b>	<b>0</b>	<b>0</b>

Note: Assumes \$50,000/year in County Mitigation Fees

Note: Assumes \$5000/year in ADA reserve funds

Note: Assumes \$10,000/year in city mitigation

Note: Assumes \$75,000 added to FCC per year

Note Pump Track: Project can be moved up or back depending on in-kind fundraising and approvals

# Auburn Recreation District Park Specific Master Plan

## 2015/2016 (Year 3)

Estimated balance 35,334 615,029 86,626 13,500 112,500 150,000

PROJECT	Est. Cost	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	In Kind
<i>Recreation Park</i>							
level door knobs	5,000	5,000					
<i>Regional Park</i>							
Picnic Tables	6,000		6,000				
<i>Railhead Park</i>							
Soccer fields	150,000						150,000
<i>Meadow Vista Park</i>							
Parking lot reseal/restripe	10,000		10,000				
Drinking fountain	3,000		3,000				
<i>Overlook Park</i>							
Restroom upgrades	10,000		10,000				
Drinking fountain (1)	2,500		2,500				
<i>Bell Rd</i>							
Design & Planning	125,000		62,500			62,500	
CEQA	100,000		50,000			50,000	
<b>TOTAL</b>	<b>411,500</b>	<b>5,000</b>	<b>144,000</b>	<b>0</b>	<b>0</b>	<b>112,500</b>	<b>150,000</b>

**Estimated Balance Remaining** 30,334 471,029 86,626 13,500 0 0

Note: Assumes \$50,000/year in County Mitigation Fees

Note: Assumes \$5000/year in ADA reserve funds

Note: Assumes \$10,000/year in city mitigation

Note: Assumes \$75,000 added to FCC per year

# Auburn Recreation District Park Specific Master Plan

## 2016/2017 (Year 4)

Estimated balance

35,334    546,029    136,626    23,500

PROJECT	Est. Cost	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	In Kind
<b>Recreation Park</b>							
Drinking fountain	2,500		2,500				
Parking domes	2,000	2,000					
<b>Regional Park</b>							
<b>Placer Hills Pool</b>							
POT	10,000		10,000				
Concrete/restroom	2,400	2,400					
<b>Canyon View Community Center</b>							
Door knobs	3,000	3,000					
<b>Bell Rd</b>							
Conditional use permit	50,000		50,000				
<b>TOTAL</b>	<b>69,900</b>	<b>7,400</b>	<b>62,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Estimated Balance Remaining</b>		<b>27,934</b>	<b>483,529</b>	<b>136,626</b>	<b>23,500</b>	<b>0</b>	<b>0</b>

Note: Assumes \$50,000/year in County Mitigation Fees

Note: Assumes \$5000/year in ADA reserve funds

Note: Assumes \$10,000/year in city mitigation

Note: Assumes \$75,000 added to FCC per year

# Auburn Recreation District Park Specific Master Plan

## 2017/2018 (Year 5)

Estimated balance

32,934    558,529    186,626    33,500    934,833

PROJECT	Est. Cost	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	In Kind
<i>Regional Park</i>							
Kiosks	10,000		10,000	0			
POT tennis courts	41,500		41,500	0			
Lakeside doors	5,000	5,000					
<i>Bell Rd</i>							
ROW improvements	250,000		125,000	0		125,000	
Sitework	200,000		100,000	0		100,000	
Permits	30,000		30,000				
Tree mitig	40,000		40,000				
Fencing	50,000					50,000	
Parking Lot	120,000					120,000	
Int roadways	120,000					120,000	
Restroom	100,000					100,000	
Nature Playground	100,000					100,000	
Landscaping	75,000		8,334	33,333		33,333	
Irrigation	75,000		25,000	25,000		25,000	
Shade structures	60,000			40,000		20,000	
Walking path	205,000			63,500		141,500	
<b>TOTAL</b>	<b>1,481,500</b>	<b>5,000</b>	<b>379,834</b>	<b>161,833</b>	<b>0</b>	<b>934,833</b>	<b>0</b>
<b>Estimated Balance Remaining</b>		<b>27,934</b>	<b>178,695</b>	<b>24,793</b>	<b>33,500</b>	<b>0</b>	<b>0</b>

Note: Assumes \$50,000/year in County Mitigation Fees

Note: Assumes \$5000/year in ADA reserve funds

Note: Assumes \$10,000/year in city mitigation

Note: Assumes \$75,000 added to FCC per year



# Auburn Recreation District Park Specific Master Plan

## 2018/2019 (Year 6)

PROJECT	Est. Cost	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	In Kind
Estimated balance		32,934	253,695	74,793	43,500		
<b>Regional Park</b>							
Parkwide signage	3,000	3,000					
Tennis courts surfaces	100,000		100,000				
<b>Meadow Vista</b>							
Pond & Island renov	70,000		70,000				
<b>Recreation Park</b>							
Splash pool replace	50,000		50,000				
<b>Bell Road</b>							
Shade structure				60,000			
<b>TOTAL</b>	<b>223,000</b>	<b>3,000</b>	<b>220,000</b>	<b>60,000</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Estimated Balance Remaining</b>		<b>29,934</b>	<b>33,695</b>	<b>14,793</b>	<b>43,500</b>	<b>0</b>	<b>0</b>

Note: Assumes \$50,000/year in County Mitigation Fees

Note: Assumes \$5000/year in ADA reserve funds

Note: Assumes \$10,000/year in city mitigation

Note: Assumes \$75,000 added to FCC per year

# Auburn Recreation District Park Specific Master Plan

## 2019/2020 (Year 7)

Estimated balance 34,934 108,695 64,793 979,325

PROJECT	Est. Cost	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	In Kind
<i>Regional Park</i>							
<i>Recreation Park</i>							
Comm. Center renov. Plan./CEQA	200,000				200,000		
<i>Meadow Vista</i>							
Tennis courts resurface	25,000		25,000				
Pickle ball resurface	25,000		25,000				
<i>Railhead</i>							
<i>Overlook Park</i>							
Bocce Ball	0				0		
<i>Bell Road</i>							
Shade structure				60000			
<b>TOTAL</b>	250,000	0	50,000	60,000	200,000	0	0
<b>Estimated Balance Remaining</b>		34,934	58,695	4,793	779,325	0	0

Note: Assumes \$50,000/year in County Mitigation Fees

Note: Assumes \$5000/year in ADA reserve funds

Note: Assumes \$10,000/year in city mitigation

Note: Assumes \$75,000 added to FCC per year

Note: Assumes Baltimore Ravine Funding \$925,825/yr for 4 years

# Auburn Recreation District Park Specific Master Plan

## 2020/2021 (Year 8)

Estimated balance		39,934	133,695	54,793	1,715,150	0	0
PROJECT	Est. Cost	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	In Kind
<i>Recreation Park</i>							
Front playground	120,000				120,000		
Shade structure pool	50,000		50,000				
<b>TOTAL</b>	170,000	0	50,000	0	120,000	0	0
<b>Estimated Balance Remaining</b>		39,934	83,695	54,793	1,595,150	0	0

- Note: Assumes \$50,000/year in County Mitigation Fees
- Note: Assumes \$5000/year in ADA reserve funds
- Note: Assumes \$10,000/year in city mitigation
- Note: Assumes \$75,000 added to FCC per year
- Note: Assumes Baltimore Ravine Funding \$925,825/yr for 4 years

# Auburn Recreation District Park Specific Master Plan

## 20021/2022 (Year 9)

Estimated balance 44,934 158,695 104,793 2,530,975 0 75,000

PROJECT	Est. Cost	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	In Kind
<i>Recreation Park</i>							
Comm. Center addition, renovation	2,300,000				2,300,000		
<i>Regional Park</i>							
M.P. Field impr. incl. plan/CEQA	250,000		90,000	85,000			75,000
<b>TOTAL</b>	<b>2,550,000</b>	<b>0</b>	<b>90,000</b>	<b>85,000</b>	<b>2,300,000</b>	<b>0</b>	<b>75,000</b>

**Estimated Balance Remaining** 44,934 68,695 19,793 230,975 0 0

- Note: Assumes \$50,000/year in County Mitigation Fees
- Note: Assumes \$5000/year in ADA reserve funds
- Note: Assumes \$10,000/year in city mitigation
- Note: Assumes \$75,000 added to FCC per year
- Note: Assumes Baltimore Ravine Funding \$925,825/yr for 4 years

# Auburn Recreation District Park Specific Master Plan

## 2022/2023 (Year 10)

Estimated balance		49,934	143,695	69,793	1,166,800		
PROJECT	Est. Cost	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	In Kind
<i>Meadow Vista</i>							
Signage	1,200	1,200					
<i>Regional Park</i>							
Pond leak Repair	95,000		95,000				
<b>TOTAL</b>	<b>96,200</b>	<b>1,200</b>	<b>95,000</b>	<b>0</b>	<b>0</b>		
<b>Estimated Balance Remaining</b>		<b>48,734</b>	<b>48,695</b>	<b>69,793</b>	<b>1,166,800</b>		

- Note: Assumes \$50,000/year in County Mitigation Fees
- Note: Assumes \$5000/year in ADA reserve funds
- Note: Assumes \$10,000/year in city mitigation
- Note: Assumes \$75,000 added to FCC per year
- Note: Assumes Baltimore Ravine Funding \$925,825/yr for 4 years

## **Item 9.3 Cover sheet – Project Contingency Policy**

**Auburn Area Recreation and Park District (ARD) Policy Committee August, 2013; Board of Directors meeting August, 2013**

### **The Issue**

Shall the Auburn Area Recreation and Park District (ARD) create a policy limiting the amount of project contingency requested by staff? This proposed policy was suggested at the July 2013 Board of Director's meeting.

### **Background**

Publicly bid projects of \$25,000 or more are approved by the ARD Board of Directors. When staff sends a recommendation to the Board to approve the lowest responsive and responsible bidder on a project, staff will also request that the Board approve an extra 10% for project contingency. This contingency amount is for issues (and resulting change orders) that may arise while the project is under construction. The contingency amount allows staff to approve a change order, after careful review of the problem, thereby keeping the project moving forward. Change orders exceeding the approved amount would need to be approved by the Board of Directors, possibly resulting in a delay to the project.

The ARD Board of Directors has suggested that a certain percentage amount of contingency be established by policy. An amount of 5% was suggested.

Staff attempted to research the amount of contingency that other agencies use. Outside of a response and discussion with a representative from Placer County (who approves their projects and contingency in a different manner), the only response received was from David Warner, attorney with Meyers Nave. Mr. Warner stated the following:

“My clients regularly authorize 10% for change orders. In my experience that is customary. I always suggest they include that provision in the bid documents.”

### **Recommendation**

Staff does not recommend creating a policy establishing a contingency amount. If the Board does establish a policy, staff recommends the amount be 10%.

The ARD Policy Committee had a split recommendation on this item. Director Holbrook recommends creating a policy establishing a 5% contingency amount. Director Ferris recommends taking no action.

### **Alternatives available to the Board of Directors**

- 1) Recommend establishing a policy limiting the amount of contingency that staff can request.
- 2) Take no action.

**Fiscal Impact**

The fiscal impact cannot be determined, as each project has a different value.

**Attachments**

None.

## **Item 8.1 Cover Sheet for Sale of Sprint Lease**

**Auburn Area Recreation and Park District July, 2013 Finance Meeting, July, 2013 Board Meeting, August, 2013 Finance Meeting, August, 2013 Board Meeting**

**(New Info in red)**

**Subject:** Sale of Sprint Lease to ComCap Group

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

**Background:** The District has entertained offers to sell the Sprint lease several times over the last 3 years. The latest was considered in 2012. That offer was from Unison (attached) and was found to be unattractive for several reasons, including inadequate financial terms. The cash flow payment represented a six year payback.

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



The quandary for the District is the question of risk. The Sprint contract has 25 years remaining (until 2038). However, Sprint can cancel at any time. So by retaining the lease, the District is gambling that Sprint will carry the lease until term and receive the full (\$1,000,000) lease payments. The District also has the opportunity to eliminate the risk entirely by selling the lease to ComCap for \$255,000 (there was a slight increase in the offer due to additional lease revenue recently put in place by Sprint). This represents approximately an eleven (11) year cash flow payment. Staff believes that this is still inadequate and that the lease is worth more than that amount. We believe that a sale representing 50% of the expected lease payments, or \$500,000 would be attractive and acceptable to the District. The future value of \$500,000 in the year 2038, at a 5% investment rate would be \$1,693,000.

At the July Board meeting, staff was directed to continue negotiations with ComCap. ComCap was advised to submit their best and final offer for the lease and a price of \$310,003.20 (attached) was received on August 9, 2013. This amount represents a future value of \$1,049,780 (by the year 2038, the expiration of the Sprint lease). By keeping the lease in house, given the 3% kicker and an assumed 5% return on invested funds, the future value of the Sprint lease is approximately \$1,950,000. The "payback" period of the ComCap offer is approximately 12 years.

**Recommendation:** The finance committee forwarded this item to the Board with a split recommendation. Both committee members agreed that the price for the sale of the lease should be no less than \$350,000. However, Director Smith was opposed to sending the item to the Board as an action item without a full contractual agreement, including the price and terms. Director Holbrook took the position that the District has a valid, bona fide offer in hand and that the Board has the responsibility to accept or reject that offer via an action item on the agenda. He also believes that if the Board rejects the current offer, it can direct staff to continue negotiating to meet the stated goals. Staff agrees with Director Holbrook's assessment. Staff believes that a fair price for the lease is between \$350,000 and \$400,000 (future value of \$1,185,224 to \$1,354,542 respectively) and in its opinion the benefits involved in keeping the lease in-house outweigh the risk factors at a price of less than \$350,000.

**Attachment:** Most recent offer from ComCap Group.

**EASEMENT PURCHASE AND ASSIGNMENT OF LEASE AGREEMENT**

This Easement Purchase and Assignment of Lease Agreement ("Agreement") dated [ ] to be effective [ ] (the "Effective Date"), is by and between [ ] as Grantor ("Grantor" as used herein shall mean the seller, assignor, and grantor of the Telecommunications Easement as hereinafter defined), and Land Leases, LLC, a Delaware limited liability company, as Grantee ("Grantee" as used herein shall mean the purchaser, assignee, and grantee of the easement, assignees of grantee, or successors-in-interest to grantee); and

WHEREAS Grantor owns certain real property (the "Property" as more fully described in the legal description attached hereto as Exhibit A) located at:

[ ]; and

WHEREAS Grantor, by use of a lease or license (a copy or description of which is annexed hereto as Exhibit B, the "Telecom Tenant Lease"), has leased a portion of the Property ("Existing Telecom Lease Area" as more fully described in Exhibit C attached hereto) to a telecommunications company for telecommunications purposes and said company is [ ] ("Telecom Tenant"); and

WHEREAS Grantor intends to sell, assign, set over, convey and transfer the Telecom Tenant Lease to Grantee; and

WHEREAS Grantor intends to grant to Grantee an exclusive easement (subject to the Telecom Tenant Lease) for telecommunications purposes (the "Telecommunications Easement" or the "Easement") on the Property as more fully described herein and in Exhibit E attached hereto; and

WHEREAS Grantor intends to provide Grantee with a non-exclusive easement to allow ingress and egress; and

WHEREAS Grantor intends to provide Grantee with a non-exclusive easement to install and maintain utilities; and

WHEREAS Grantor intends to allow Grantee to use the Easement in order that Grantee may lease space to tenants in the telecommunications business; and

WHEREAS Grantee and Grantor intend to exchange good and valuable consideration,

NOW THEREFORE, In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. GRANT OF EASEMENT, SALE AND ASSIGNMENT OF TELECOM TENANT LEASE**

- a. Grantor grants to Grantee the Easement.
- b. Grantor hereby sells, assigns, sets over, conveys and transfers to Grantee all of its right, title and

interest in and to the Telecom Tenant Lease. Upon the Effective Date, this Agreement:

- c. is a grant of the Easement (subject to the Telecom Tenant Lease); and
- d. sells, transfers and assigns Grantor's interest in the Telecom Tenant Lease; and
- e. designates Grantee as the lessor under the Telecom Tenant Lease; and
- f. is a grant of the Non-Exclusive Utility Easement (as defined in Section 9) and the Non-Exclusive Access Easement (as defined in Section 10); and
- g. constitutes a purchase of the Telecom Tenant Lease.

**2. USE.**

The Easement granted herein may be used for telecommunication related activities, the transmission and reception of radio communication signals which may entail the construction, installation, improvement, enlargement, removal, maintenance, repair, replacement and operation of facilities, towers, antennas, cables, wires, microwave dishes, equipment shelters and/or cabinets and telecommunications equipment. At Grantee's expense, Grantee has and shall have the right to erect and maintain on the Easement improvements, personal property and facilities necessary to operate a communications system, including, without limitation, radio transmitting, and receiving antennas, microwave dishes, ~~tower and base, tower and base as owned by the District~~ equipment shelters and/or cabinets and related cables and utility lines and a location based system, antenna(s), coaxial cable, base units and other associated equipment ("Equipment"). At any time during the Term (as defined below), and at Grantee's expense, Grantee shall have the right to alter, replace, expand, enhance, and upgrade the Equipment. The Equipment shall remain the exclusive property of Grantee or its tenant(s). At any time during the Term of this Agreement, and upon expiration or termination, Grantee or its tenant(s) shall have the right, in its sole discretion, to remove the Equipment ~~except tower and base, even if a Grantee or assignee erects new tower and base.~~

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Comment [j1]: As defined, Grantor includes assignees

**3. TERM.**

Commencing upon the Effective Date, the Term of this Agreement shall be for [a perpetual period or \_\_\_\_\_ ( ) years] (the "Term") DRAFTING NOTE: REMOVE FOR PERPETUAL TERM: [and terminate on \_\_\_\_\_ (the "Reversion Date")].

**4. PURCHASE PRICE.**

On or about the Effective Date, Grantee shall pay to Grantor one, and only one, lump-sum payment (the "Purchase Price") in an amount equal to [\_\_\_\_\_] as payment in full for the Term. Grantor hereby acknowledges and agrees that such Purchase Price constitutes all payments and other amounts due and payable by Grantee for the Term and that Grantor shall not

be entitled to any other compensation, fees, commissions, reimbursements, contributions, purchase monies or other payments under this Agreement or otherwise in connection with this Agreement, the Easement, the non-exclusive easements granted hereunder, the assignment of the Telecom Tenant Lease or the performance of Grantor's other obligations under this Agreement and the Telecom Tenant Lease. In the event that Telecom Tenant or Replacement Telecom Tenant (as defined in Section 6(b)) is obligated to pay to the Grantor under the Telecom Tenant Lease or a Replacement Telecom Tenant Lease (as defined in Section 6(b)) any fees (other than base rent and any escalations thereto), for the purpose of utility service or access or tax reimbursement, Grantor shall continue to be entitled to such fees, although Grantee may collect and distribute same to Grantor.

## 5. TERMINATION.

Grantor may not terminate this Agreement. This Agreement and the Easement shall automatically terminate upon abandonment by Grantee for a period of five (5) years following notice and opportunity to cure as provided herein. Only after Grantee has failed to respond following notice and opportunity to cure as provided herein, may Grantor seek to terminate this Agreement with respect to the preceding sentence. In the event of material breach of this Agreement by Grantee, Grantor shall properly deliver notice and provide Grantee with opportunity to cure as provided in this Agreement. Grantee may terminate this agreement at any time according to the notice provisions of this Agreement.

~~What if there are tenants on the site and grantor terminates? Who gets the compensation?~~

## 6. RIGHT OF REPLACEMENT.

- a. **[Intentionally omitted.]**
- b. **Right of Replacement and Grantor Consent.** In the event that Telecom Tenant terminates the Telecom Tenant Lease or otherwise breaches the Telecom Tenant Lease or vacates the Property, Grantee may lease, sublease, license, transfer or assign all or a portion of the Easement to a replacement telecom tenant or tenants (each, a "Replacement Telecom Tenant") on terms that are consistent with the terms of the Telecom Tenant Lease including but not limited to indemnification of Grantor and liability for hazardous substances, and shall name Grantor as an additional insured. (Each such lease, sublease, license, transfer or assignment, a "Replacement Telecom Tenant Lease".) Grantee shall provide notice and copies of all Replacement Telecom Tenant Leases to Grantor prior to commencement of same. ~~Except that grantor is entitled to 50% of lease payments of additional tenants, even if existing tenant cannot tolerate.~~
- c. **Grantee Renewal Rights.** Grantee has and shall have the option to extend the term of the Telecom Tenant Lease or a Replacement Telecom Tenant Lease as such renewal terms may exist in the Telecom Tenant Lease or a Replacement Telecom Tenant Lease, upon the same terms and conditions as provided therein (provided rent may be increased). Grantee may allow

Telecom Tenant or Replacement Telecom Tenant to renew the Telecom Tenant Lease or Replacement Telecom Tenant Lease, as applicable **DRAFTING NOTE: REMOVE FOR PERPETUAL TERM:** [even though such renewal may result in a term for Telecom Tenant or Replacement Telecom Tenant longer than the Term provided to Grantee under this Agreement].

~~Notwithstanding the foregoing, Telecom Tenant renewal or Replacement Telecom Tenant Lease term may not exceed beyond the Reversion Date without the written approval of Grantor, which may not be unreasonably conditioned, delayed, denied or withheld, and without any further compensation to Grantor. Consent shall be deemed given by Grantor where Grantor has failed to respond within fifteen (15) days of notice as provided herein. With permission of grantor which shall not be unreasonably denied.~~

- d. **Agent and Attorney in Fact.** Grantee is hereby appointed Agent and Attorney in Fact of Grantor solely for the purposes outlined in this paragraph 6 subsection d in the performance of the grants and obligations created by this Agreement, the Telecom Tenant Lease and any Replacement Telecom Tenant Lease, including: for the purposes of establishing Grantee's right and authority in the Telecom Tenant Lease or a Replacement Telecom Tenant Lease, including renewal, affirmation, or amendment to the Telecom Tenant Lease or a Replacement Telecom Tenant Lease; and to lease to Replacement Telecom Tenants; and to grant a leasehold interest in the Easement to Replacement Telecom Tenants; and to sign applications, documents, permits, or other documents required by local governmental authorities in connection with the use of the Property pursuant to this Agreement.
- e. **Replacement Telecom Tenant Utilities.** In the event that the utilities servicing the Property are insufficient to service Replacement Telecom Tenant, or that the location of the non-exclusive easement for utilities granted hereunder is insufficient to provide utility service, Grantor agrees to cooperate with Grantee, Replacement Telecom Tenant, and the utility service provider, their contractors, invitees, or agents to relocate the utility service, effectively restating the non-exclusive utility easement and/or upgrade and improve the utility service at the Property. Any work performed under this section shall be at no cost to Grantor (provided that Grantor shall be responsible for the payment of any costs necessary to maintain utilities to the extent required under the Telecom Tenant Lease), and shall not require the payment of additional fees by Grantee, Telecom Tenant or Replacement Telecom Tenant to Grantor unless required by law. Any work performed under this section shall be performed in a workmanlike manner and according to applicable law.
- f. **Waiver of Grantor Liens.** Grantor acknowledges that the Equipment and any related items brought to the Easement by Grantee, Telecom Tenant, Replacement

**Comment [J2]:** In that scenario, tenant would be deemed a replacement tenant and grantee would receive that rent. I did remove the minimum schedule rent per your request.

**Comment [J3]:** Addressed in Sec 24

Telecom Tenant, or their designees, is and shall remain Grantee's, Telecom Tenant's, Replacement Telecom Tenant's or such designee's personal property, as applicable. Grantor waives any rights it may have to assert any liens, encumbrances or adverse claims, statutory or otherwise, against the Equipment, including any rights it may have in its capacity as Grantor under this Agreement. ~~Grantee, Telecom Tenant, Replacement Telecom Tenant or such designee in its sole discretion may remove its Equipment or any portion of it at any time during the Term of the Easement or the Telecom Tenant Lease or the Replacement Telecom Tenant Lease and this Agreement without notice to Grantor and without Grantor's consent. This sentence doesn't read correctly.~~

~~7.2. Grantor Relocation Rights. Grantor may, with the prior written consent of Grantee, and Telecom Tenant or Replacement Telecom Tenant, as applicable, relocate the Easement and Equipment to other locations on the Property. Such relocation shall be at the sole expense of Grantor. Grantee agrees to cooperate in good faith with Grantor in granting such consent from Grantee and requesting such consent from Telecom Tenant or Replacement Telecom Tenant as applicable. However, nothing herein shall require relocation of the Easement or Equipment if Telecom Tenant or Replacement Telecom Tenant withholds such consent pursuant to the terms of the existing Telecom Tenant Lease or Replacement Telecom Tenant Lease as applicable.~~

## 7. FURTHER ASSIGNMENT.

This Agreement and the Grantee's rights hereunder may be assigned by Grantee to secured parties, Grantee's Lender (as defined in Section 22(d)), successors-in-interest, acquiring entities or individuals, Telecom Tenant, Replacement Telecom Tenants, and any other party to whom Grantee may be required to provide collateral or demonstrate creditworthiness. Grantee may freely assign this Agreement in part or in its entirety, and any or all of its rights hereunder, including the right to receive rent payments. Upon the Effective Date, Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest in and to this Agreement. Execution of this Agreement shall constitute notice to Grantor of assignment of this Agreement to Grantee's secured party and/or Grantee's Lender contemporaneously with or after the Effective Date. Grantee or its successors-in-interest shall provide to Grantor written notice of other future, subsequent assignments. Upon absolute assignment, Grantee shall be relieved of all liabilities and obligations under this Agreement, provided that the recipient of such absolute assignment agrees to be bound by the terms of this Agreement. Following such assignment, Grantor shall look solely to the secured party, successors-in-interest or subsequent assignees for performance under this Agreement and all obligations hereunder.

## 8. TAXES.

- a. **Payment of Property Taxes.** ~~Except for taxes relating to the Equipment or personal property taxes of Telecom Tenant or Replacement Telecom Tenant as required to be paid under Telecom Tenant or Replacement Telecom Tenant Lease, as applicable, All mortgages, taxes, charges and other obligations that are or could become liens against the Property or any subdivision of the Property containing the Easement, whether existing as of the Effective Date or hereafter created or imposed, shall be paid by Grantor prior to delinquency or default. Grantor shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Property, or imposed in connection with the execution, delivery, performance or recordation hereof, including without limitation any sales, income, documentary or other transfer taxes. Grantee shall have no obligation or liability with regard to the payment of property or other taxes, and Grantee's actions or operation result in additional costs or taxes. Such costs shall be borne by Grantee.~~
- b. **Grantee Discharge of Tax and Other Payment Obligations of Grantor.** Grantee may file, record, serve and/or deliver a request for notice of default, deficiency or sale upon any person or entity to whom a tax, assessment, or other payment is due from Grantor. If any such payment is not paid by Grantor when due (or within the time specified by such person or entity, if applicable), and if the failure of such a payment could result in a lien superior to the interests created by this Agreement, Grantee shall have the right, but not the obligation, at any time, in addition to its other rights hereunder and under applicable law, to pay and/or discharge such payment due, together with any penalty and interest thereon. Grantor shall reimburse Grantee immediately upon payment by Grantee thereof. If Grantee so elects by written notice to Grantor, then the amount reimbursable by Grantor to Grantee may become a lien properly documented, executed and recorded upon Grantor's right, title and interest in the land upon which the Property is located. Such lien may be foreclosed to the extent permitted by applicable law. Grantor shall promptly provide Grantee notice of such payments or obligations if Grantee shall be subrogated to the rights of the person to whom the payment was due, and such lien shall have such priority and benefit from such other rights and remedies, including foreclosure, as were formerly available to such person with respect to the payment.
- c. **Grantee Discharge of other Grantor Obligations.** If, after reasonable notice and opportunity to cure, Grantee determines in its reasonable discretion that Grantor has failed to perform any covenant, obligation or duty which Grantor is bound to perform under this Agreement, or any other agreement or applicable law relating to this Agreement or the Easement or the Property, then Grantee shall have the right, but not the obligation, at any time, to perform such covenant,

**Comment [j4]:** We don't actively operate equipment on a site, any taxes directly attributable to the carrier is an obligation of the carrier.

obligation or duty. Grantor shall, within thirty (30) days of receipt of an invoice therefore, reimburse Grantee for all costs and expenses incurred by Grantee.

#### 9. NON-EXCLUSIVE UTILITY EASEMENT.

As part of the consideration provided for this Agreement, Grantor has granted to Grantee, and to Telecom Tenant and Replacement Telecom Tenants, the right to install and maintain utilities at its own cost and expense (provided that Grantor shall be responsible for the payment of any costs necessary to maintain utilities to the extent required under the Telecom Tenant Lease), and to improve the present utilities on the Easement (including, but not limited to, the installation of emergency power generators). Such utilities may include, but are not limited to, the installation of power and telephone service cable, wires, switches, boxes and the like, to service the Easement and the Equipment at all times during the Term of this Agreement. The rights granted under this Section 9 are collectively referred to as the "Non-Exclusive Utility Easement". The Non-Exclusive Utility Easement provided hereunder shall have the same Term as this Agreement. Grantor agrees to cooperate with and assist Grantee and/or Telecom Tenant or Replacement Telecom Tenant to acquire necessary utility service, at no cost to Grantor (except as provided above), and without requiring payment of additional rent or fees by Grantee, Telecom Tenant or Replacement Telecom Tenant. Grantee shall use commercially reasonable efforts to cause Telecom Tenant or Replacement Telecom Tenant to, where practicable, install separate meters for utilities for their use. In the event separate meters are not installed, except as otherwise provided in the Telecom Tenant Lease, Telecom Tenant or Replacement Telecom Tenant shall pay the periodic charges for all utilities attributable to its use to Grantor (at Grantor's cost for the utility) to the extent such payments are required pursuant to the Telecom Tenant Lease or a Replacement Telecom Lease, as applicable, who shall diligently correct any variation, interruption or failure of utility service.

#### 10. NON-EXCLUSIVE ACCESS EASEMENT.

As part of the consideration for this Agreement, Grantor has granted to Grantee, and to Telecom Tenant and Replacement Telecom Tenants, an easement in, under and across the Property adequate to allow ingress and egress to the Easement. Grantee and Telecom Tenant or Replacement Telecom Tenants shall have unrestricted access to the Easement pursuant to the terms of the existing Telecom Tenant Lease or Replacement Telecom Tenant Lease, as applicable, twenty-four hours per day, seven days per week for any permitted use hereunder. Grantee shall coordinate in good faith with Grantor for any unusual access needs. Grantee may, and Grantee may permit Telecom Tenant or Replacement Telecom Tenant to, at its own cost and expense, use any and all lawful means of restricting access to the Easement, including, the construction of a fence. The rights granted under this Section 10 are collectively referred to as the "Non-Exclusive Access Easement". Should Grantor, its employees or agents impede or deny access to Grantee, Telecom Tenant, Replacement Telecom Tenant or its employees or agents, Grantor shall pay to Grantee an amount equal to the actual damages incurred by Grantee as measured by any charges or fees assessed against Grantee by Telecom Tenant or

Replacement Telecom Tenant for any time period that access is impeded or denied.

#### 11. ZONING, PERMITTING AND COMPLIANCE WITH LAWS.

- a. **Zoning and Permitting.** At no cost to Grantor, Grantor agrees to cooperate with Grantee, Telecom Tenant, or Replacement Telecom Tenant in obtaining all licenses and permits or authorizations from all applicable governmental and/or regulatory entities ("Governmental Approvals") (including, without limitation, zoning and land use authorities, and the Federal Communication Commission (FCC)) which may be required for any permitted use of the Easement. Grantor hereby appoints Grantee and, to the extent authorized by Grantee, Telecom Tenant, Replacement Telecom Tenant and/or any other designee of Grantee as agent and attorney in fact for all land use and zoning permit applications. Grantor agrees to cooperate with and to allow Grantee, Telecom Tenant, or Replacement Telecom Tenant, at no cost to Grantor, to obtain a title report, zoning approvals and variances and land-use permits. Grantor expressly grants to Grantee, Telecom Tenant or Replacement Telecom Tenant, or their designees, a right of access to the Property to perform surveys, soil tests, and other engineering procedures or environmental investigations on the Property necessary to determine that Grantee's or Telecom Tenant's or Replacement Telecom Tenant's intended use of the Easement will be compatible with Grantee's, Telecom Tenant's or Replacement Telecom Tenant's engineering specifications, system design, operations and Governmental Approvals. Such testing shall be at no cost to Grantor. Notwithstanding the foregoing, Grantee, Telecom Tenant and Replacement Telecom Tenant may not change the zoning classification of the Property without first obtaining Grantor's written consent.
- b. **Compliance with Laws.** Grantee shall use commercially reasonable efforts to enforce Telecom Tenant and Replacement Telecom Tenant obligations to comply with all applicable laws.

#### 12. INTERFERENCE AND QUIET ENJOYMENT.

- a. **Grantee Interference.** Grantee shall not use the Easement and Existing Telecom Lease Area in a manner that interferes with the use of the Property by Grantor or other lessees or licensees of Grantor, with rights in the Property (excluding the Easement) superior to Grantee (subject to the rights of Grantee under this Agreement, including without limitation, the Non-Exclusive Utility Easement and the Non-Exclusive Access Easement).
- b. **Grantor Interference.** Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to, use any portion of the Property or the Easement in a way which interferes with the operations of Telecom Tenant, Replacement Telecom

Tenant, or other of Grantee's lessees or licensees, or to interfere with the Non-Exclusive Utility Easement or the Non-Exclusive Access Easement. Such interference shall be deemed a material breach by Grantor. Grantor may not directly or indirectly induce, invite, or conspire to induce or invite any lessee or licensee including Telecom Tenant, Replacement Telecom Tenant or other of Grantee's lessees or licensees to use or lease space in direct competition with Grantee's Easement. Upon written notice from Grantee, Telecom Tenant, or Replacement Telecom Tenant, Grantor shall be responsible for terminating any such interference. Should Grantor fail to cease promptly any such interference, Grantee, Telecom Tenant or Replacement Telecom Tenant shall have the right to bring a court action to enjoin such interference, and Grantee shall have the right, in its sole discretion, to terminate this Agreement. It is agreed and understood by the parties that a continuing interference may cause irreparable injury to Grantee, Telecom Tenant and/or Replacement Telecom Tenant, and that such interference may be grounds for immediate termination of this Agreement by Grantee, in its sole discretion.

- c. **Grantor Interference with Construction.** Provided that construction is proceeding pursuant to a building permit or other required municipal or governmental approvals, and according to drawings or exhibits as provided to Grantor, Grantor shall not interfere with any aspects of construction. Such interference may include, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Equipment. Grantor further acknowledges that it will be responsible for any costs and damages (including, fines and penalties) that are directly attributable to Grantor's interference with construction.
- d. **Quiet Enjoyment.** Grantor covenants that Grantee, Telecom Tenant, Replacement Telecom Tenant and each other tenant that Grantee may grant a lease to relating to the Easement shall have quiet and peaceful possession of the Easement, the Non-Exclusive Utility Easement and the Non-Exclusive Access Easement throughout the Term of this Agreement. Except for emergency threatening life, Grantor will not intentionally disturb Telecom Tenant's, or Replacement Telecom Tenant's or such other tenant's, occupancy, as long as Grantee is not in default hereunder, after notice and the expiration of any applicable grace or cure period, or, even if Grantee is in default under the Easement, so long as Telecom Tenant, Replacement Telecom Tenant or such other tenant is not in default under the existing Telecom Tenant Lease, any Replacement Telecom Tenant Lease or any other applicable lease.

### 13. ENVIRONMENTAL REPRESENTATIONS AND HAZARDOUS SUBSTANCES.

- a. **Grantee Environmental Representations.** Grantee shall not introduce or use any Hazardous Substance

(hereinafter defined) on the Property or the Easement in violation of any applicable federal, state or local environmental laws.

- b. **Grantor Representation.** Grantor represents that it has no knowledge of any substance, chemical or waste (collectively "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Grantor shall not introduce or use (or permit the use of) any Hazardous Substance on the Property in violation of any applicable federal, state or local environmental laws. Grantor shall be responsible for (and shall promptly conduct any investigation and remediation as required by any applicable environmental laws) all spills or other releases of any Hazardous Substance not caused solely by Grantee, that have occurred or which may occur on the Property.
- c. **Mutual Indemnification.** Each party (subject to Section 13(d) with respect to Grantee) agrees to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substance on the Property caused by the other party. This indemnification shall also apply to the migration of any Hazardous Substance to other properties, and the release of any Hazardous Substance into the environment that relate to or arise from the indemnitor's activities on the Property. Grantor agrees to defend, indemnify, protect and hold Grantee harmless from claims resulting from actions on the Property not caused solely by Grantee during the Term of this Agreement. This indemnification shall survive the termination or expiration of this Agreement.
- d. **Grantee Limitation.** Grantee shall not be responsible for any Hazardous Substances arising or present on or before the Effective Date. Liability of Grantee for any claims with respect to any Hazardous Substances at the Property or the Easement shall be limited to contamination that is shown by clear evidence to have been solely caused by a release of a Hazardous Substance by Grantee after the Effective Date, and in violation of any applicable federal, state or local environmental laws.

### 14. MAINTENANCE AND REPAIR.

Grantor shall, at its expense, keep and maintain the Property in a commercially reasonable condition and repair during the Term of this Agreement, normal wear and tear and casualty excepted. Upon termination or expiration of this Agreement, and where required by the Telecom Tenant Lease or Replacement Telecom Tenant Lease, Telecom Tenant and Replacement Telecom Tenant shall maintain and restore the Easement to the condition

(as much as practicable) existing on the commencement date, normal wear and tear and casualty excepted. Grantee may, at its option, assume Telecom Tenant's or Replacement Telecom Tenant's obligation to remove Equipment and restore the Easement to the condition existing on the Telecom Tenant Lease commencement date.

#### 15. SUBORDINATION.

Grantee agrees to subordinate this Agreement to any mortgage or trust deed which may be placed on the Property, provided the mortgagee or trustee shall ensure to Grantee the right to possession of the Easement, the Non-Exclusive Utility Easement and the Non-Exclusive Access Easement, in the event of a default or foreclosure, and other rights granted herein provided Grantee is not in default beyond any applicable grace or cure period, such assurance to be in writing and in a non-disturbance form acceptable to all parties concerned. Such mortgagee or trustee shall further assure that Grantee shall have the continuing right to collect rents, fees and other payments from Telecom Tenant or Replacement Telecom Tenant and any other tenant of Grantee contemplated hereunder. Grantor shall provide a non-disturbance agreement in a form acceptable to all parties concerned for any mortgagee or trustee that has a mortgage or trust deed currently placed on the Property.

#### 16. CASUALTY AND CONDEMNATION.

If, prior to the expiration of the Term of this Agreement, all or any material portion of the Property is damaged, destroyed, or taken by governmental authority, Grantee may, in its sole discretion, terminate this Agreement (with notice provided herein). If Grantee does not elect to exercise its option to terminate this Agreement as aforesaid, this Agreement shall remain in full force and effect. Nothing contained herein shall be deemed to prevent Grantee, Telecom Tenant, Replacement Telecom Tenant, or their designees from making a separate claim in any condemnation proceedings for business interruption, damage(s) to personal property or moving or relocation expenses. Grantee shall be entitled to receive any insurance proceeds or condemnation award attributable to the value of the Grantee's personal property and its interest under this Agreement and/or the Telecom Tenant Lease or Replacement Telecom Tenant Lease throughout the Term of this Agreement, as applicable. Grantor shall not settle or compromise any insurance claim or condemnation award relating to the Easement without Grantee's prior written approval, which shall not be unreasonably withheld.

#### 17. REPRESENTATIONS AND COVENANT OF GRANTOR.

Grantor represents and warrants to Grantee, as of the date hereof, that:

- a. The Telecom Tenant Lease, this Agreement and any other documents executed by Grantor in connection with it constitute the legal, valid and binding obligation of Grantor, enforceable against Grantor in accordance with their terms.

- b. The execution, delivery and performance by Grantor of the Telecom Tenant Lease and this Agreement and the transactions contemplated hereby and thereby do not and will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or of any agreement to which Grantor is a party including mortgages and deeds of trust, or by which Grantor or the Easement is bound and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Grantor is subject.
- c. All required permits, licenses, consents, approvals and other authorizations in connection with Grantor's execution, delivery or performance of the Telecom Tenant Lease and this Agreement and such other documents and the transactions contemplated hereby and thereby have been obtained and are and will remain in full force and effect.
- d. There is no pending or threatened action, suit or proceeding that, if determined against Grantor or otherwise affecting the Property, would adversely affect Grantor's ability to enter into the Telecom Tenant Lease or this Agreement or such other documents or to perform its obligations hereunder or thereunder.
- e. A true, correct, and complete copy of the Telecom Tenant Lease (including all amendments, modifications, supplements, waivers, renewals and extensions thereof) and of each memorandum of lease, memorandum of commencement, non-disturbance agreement, estoppel certificate, assignment, sublease and other instrument or agreement executed by Grantor or Telecom Tenant in connection therewith or relating thereto, together with all amendments or supplements thereof (if any), is attached hereto as Exhibit B.
- f. Except as disclosed on the preliminary title report and as listed in Exhibit D, Grantor has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Property, the Easement or in and to the Telecom Tenant Lease to any other person, and Grantor holds such right, title and interest free and clear of liens or other encumbrances.
- g. Other than the Telecom Tenant Lease and this Agreement, there are no agreements, arrangements or understandings to which Grantor is a party or by which Grantor is bound, relating to the Telecom Tenant Lease or to the Easement.
- h. The Telecom Tenant Lease constitutes the legal, valid and binding obligation of Telecom Tenant, enforceable against Telecom Tenant in accordance with its terms.
- i. Grantor has not breached or defaulted in Grantor's obligations under the Telecom Tenant Lease, and Telecom Tenant has not breached or defaulted in Telecom Tenant's obligations under the Telecom Tenant Lease.

- j. There exists no fact or circumstance which, with the giving of notice or lapse of an applicable cure period, or both, would constitute a breach or default by Grantor or Telecom Tenant under the Telecom Tenant Lease.
- k. At no time prior to the date hereof has Grantor delivered or received notice of a breach or default by either Grantor or Telecom Tenant under the Telecom Tenant Lease or notice of any fact, condition or circumstance which, with the giving of notice or the lapse of an applicable cure period, or both, would constitute a breach or default by either Grantor or Telecom Tenant under the Telecom Tenant Lease.
- l. Neither Telecom Tenant, nor its agents or contractors has notified Grantor of any intention or desire to terminate the Telecom Tenant Lease or surrender or abandon the Telecom Tenant Lease, and Grantor knows of no facts or circumstances that lead Grantor to believe or suspect that Telecom Tenant will exercise any right to terminate or surrender or abandon the Telecom Tenant Lease or that Telecom Tenant intends to do so.
- m. Telecom Tenant's use and enjoyment of the Easement and Existing Telecom Lease Area does not depend upon any license or easement (other than licenses and Easement that are granted in the Telecom Tenant Lease or in this Agreement) for ingress or egress access or utility purposes. Notwithstanding the foregoing, if Telecom Tenant's use and enjoyment of the Easement and Existing Telecom Lease Area does depend upon any such license or agreement, then, to the extent Grantor has the right to, Grantor hereby assigns all of its right, title and interest in and to such license or agreement to Telecom Tenant or licensee and such license or agreement shall, for the purposes of this Agreement, be deemed to be included in the Telecom Tenant Lease.
- n. Grantor has complied with all applicable laws which may affect the Property or the Telecom Tenant Lease.

Grantor covenants to Grantee that, during the Term of this Agreement, Grantor shall comply with all applicable laws which may affect the Property, the Telecom Tenant Lease or any Replacement Telecom Tenant Lease.

#### 18. REPRESENTATIONS OF GRANTEE.

Grantee represents and warrants to Grantor, as of the date hereof, that:

- a. This Agreement and all other documents executed by Grantee in connection with it constitute the legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with their terms, except that such enforcement (i) may be limited by bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally and (ii) is subject to the availability of equitable remedies, as determined in the

discretion of the court before which such a proceeding may be brought.

- b. Grantee is a validly existing limited liability company and the signatory of this document has the authority to do so under the documents forming the existence of the limited liability company. The execution, delivery and performance by Grantee of this Agreement does not and will not violate or conflict with any provision of Grantee's organizational documents or of any agreement to which Grantee is a party or and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Grantee is subject.
- c. Any permits, licenses, consents, approvals and other authorizations which are required to be obtained in connection with Grantee's execution, delivery or performance of this Agreement have been obtained and are and will remain in full force and effect.
- d. There is no pending or threatened action, suit or proceeding that, if determined against Grantee, would adversely affect Grantee's ability to enter into this Agreement or to perform its obligations hereunder.

#### 19. INSURANCE.

- a. During the Term of this Agreement, to the extent required under the Telecom Tenant Lease or a Replacement Telecom Tenant Lease, as applicable, Telecom Tenant or Replacement Telecom Tenant shall maintain a liability insurance policy in an aggregate amount of One Million and no/100 Dollars (\$1,000,000.00), and the policy shall name Grantor and Grantee as an additional insured. Telecom Tenant's or Replacement Telecom Tenant's master policy of liability insurance may satisfy this requirement.
- b. During the Term of this Agreement, Grantor shall maintain commercial general liability insurance on the Property providing coverage in an aggregate amount of not less than one million dollars (\$1,000,000.00) in combined bodily injury or property damage liability which policy shall name Grantee and Grantee's Lender as an additional insured.
- c. Throughout the Term of this Agreement, Grantor shall also maintain "all risk" property insurance covering fire and extended coverage and other perils of direct or indirect physical loss or damage insuring all improvements located at the Property, for the full value thereof, naming Grantee and Grantee's Lender as an additional insured.
- d. Grantor and Grantee hereby mutually release each other (and their successors or assigns) from liability, and waive all right of recovery against the other, for any loss or damage provided such loss or damage is covered by their own respective property insurance policies. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.



20. INDEMNIFICATION.

Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including reasonable attorney's fees and disbursements) caused by or arising out of the indemnifying party's breach of this Agreement or the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, or contractors of the indemnifying party. This indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The provisions of this section shall survive the expiration or termination of this Agreement. None of Grantee, Telecom Tenant, or Replacement Telecom Tenant shall be responsible to Grantor, or any third party, for any claims, costs or damages (including fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, the Easement, or the Existing Telecom Lease Area. The parties agree that property insurance policies may affect the operation of this section.

of the Telecom Tenant Lease, or default under or breach by Replacement Telecom Tenant of the Replacement Telecom Tenant Lease, not more than thirty (30) days from discovery of the default. Grantee shall have ~~forty-five (45) days~~ (30) days to commence cure of the default, unless the default constitutes a threat to human life.

- b. **Grantor Default.** Grantee shall provide written notice of a default or breach of this Agreement, or of Tenant Telecom Lease, or Replacement Telecom Lease, not more than thirty (30) days from discovery of the default. Grantor shall have ~~thirty (30) days~~ (30) days to cure the default.
- c. **Delivery.** All forms of Notice shall be delivered by Certified Mail Return Receipt Requested, and/or a nationally recognized Overnight courier. Notice shall be deemed accepted upon proof of delivery. Notices shall be delivered:

As to Grantor:

{  
}

As to Grantee:  
Land Leases, LLC  
9755 Dogwood Road, Suite 105  
Roswell, GA 30075  
Attention: Chief Operating Officer

- d. **Lender Notice.** Provided that Grantee has advised Grantor in writing of the name and address of the holder of any loan which is or may become secured by a lien on Grantee's (or any successor to Grantee's) interest in this Agreement and the Easement ("Grantee's Lender"), Grantor shall also notify Grantee's Lender of any default by Grantee under this Agreement, the Telecom Tenant Lease, or any Replacement Telecom Tenant Lease and agrees that, notwithstanding any provisions of this Agreement to the contrary, no notice of termination of this Agreement shall be effective unless Grantee's Lender shall have received notice of default giving rise to such termination and (i) in the case of any such default that can be cured by the payment of money, until sixty (60) days shall have elapsed following the Grantee's Lender's receipt of such notice or (ii) in the case of any other such default, until a reasonable period for remedying such default shall have elapsed following the giving of such notice and following the time when Grantee's Lender shall have become entitled under its security instrument or other loan documents to remedy the same, including such time as may be necessary to acquire possession of the Easement area if possession is necessary to effect such cure, provided Grantee's Lender, with reasonable diligence, shall (a) pursue such

**Comment [j5]:** We can make this 45 days. In most cases, anything property owner will ask us to do, we will need to turn around and require of the tenant pursuant to the terms of the lease(s) we are assuming. Here, the timeframe to cure in the lease is 30 days, so we added a small cushion so that we can actually turn around and make the request and still comply with curing.

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**Comment [j6]:** The timeframe to cure in the lease is 30 days, so we must remain consistent.

21. DISPUTE RESOLUTION.

- a. **Jurisdiction.** This Agreement shall be construed under the laws of the State of [ ] .
- b. **Arbitration.** The parties shall first utilize arbitration in the event of a dispute.
- c. **Damages.** The parties may enforce this Agreement and their rights under applicable law, and may seek specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law. Money damages may not be an adequate remedy for the harm caused to Grantee by a breach or default by Grantor hereunder, and Grantor waives the posting of a bond. Damages as against Grantee shall be limited to the amount of consideration received by Grantor under this Agreement, following any insurance settlement which may have effect.
- d. **Attorneys' Fees.** The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs, whether through arbitration or a court of competent jurisdiction. Nothing in this agreement shall be construed to limit the remedies available to the parties under applicable law. All damages or other sums payable by one party to another hereunder shall bear interest from the date incurred or payable until paid at a rate equal to the lesser of (a) ten percent (10%) per annum and (b) the highest rate permitted by applicable law.

22. NOTICE.

- a. **Grantee, Telecom Tenant, or Replacement Telecom Tenant Default.** Grantor shall provide written notice of a default under or breach of this Agreement by Grantee, or default under or breach by Telecom Tenant

remedies as are available to it under its security instrument or other loan documents so as to be able to remedy the default, and (b) thereafter shall have commenced and continued to remedy such default or cause the same to be remedied. Notwithstanding the foregoing, Grantee's Lender shall have no obligation to cure any such default.

### 23. ESTOPPEL AND FURTHER ASSURANCES.

Upon request by a party to this Agreement, the other party shall execute, acknowledge, and deliver a Certificate of Estoppel and Further Assurances ("Certificate"), containing the following statements:

- a. this Agreement is a true and exact copy of the Agreement between the parties hereto;
- b. there are no amendments hereof (or, if not so, stating what amendments there may be);
- c. this Agreement is then in full force and effect;
- d. to the best of its knowledge, there are no disputes, offsets, defenses or counterclaims with respect to the payment of sums reserved hereunder;
- e. to the best of its knowledge, there is no default by the party requesting such document in the performance of the terms, covenants and conditions of this Agreement;
- f. in the event that there is a default, specification of same and cure, if any.

The Certificate shall be executed and delivered to the requesting party within fifteen (15) days of receipt, provided the request for Certificate is delivered according to the Notice provisions of this Agreement. In addition, the parties shall, upon the written request of the other party, execute and deliver documents to evidence the terms and conditions of this Agreement.

### 24. RIGHT OF FIRST REFUSAL AND REVENUE SHARING.

- a. Grantor grants to Grantee a right of first refusal to acquire through assignment, purchase, or other means any other lease for telecommunications purposes on the Property outside the Easement. Grantor shall deliver to Grantee by certified mail, return receipt requested, a written copy of any offer regarding the rights of first refusal granted herein. Grantee shall have fifteen (15) business days to match the terms of any offer by delivering written notice of Grantee's exercise of the right of first refusal.
- b. Revenue Sharing. When a new telecommunications tenant (other than a Replacement Telecom Tenant) executes a lease for space within the Easement and commences rent payment, except as provided below in this Section 24(b), Grantee will collect such rent with Grantee retaining                      fifty percent (—50%) of the rent

collected and Grantee remitting                      fifty percent (—50%) of the net rent ~~define "net" rent~~ collected to Grantor. Notwithstanding the foregoing, Grantee shall be entitled to collect and retain rent from all telecommunications tenants within the Easement in an amount equal to the rent scheduled in the existing Telecom Tenant Lease or any Replacement Telecom Tenant Lease, including ~~scheduled~~ ~~vacatur~~ ~~"Minimum Scheduled Rent"~~. Should the rent collected equal an amount less than the Minimum Scheduled Rent, such deficit ("Minimum Scheduled Rent Deficit") shall accrue and shall be applied against any and all future rents collected within the Easement, until collected rent payments fully offset the total Minimum Scheduled Rent Deficit.

### 25. MISCELLANEOUS.

- a. **Bankruptcy.** Grantee does not consent to rejection in bankruptcy, and Grantor shall provide notice and a copy of any filing to Grantee and Grantee's Lender (provided that the notice contemplated under Section 22(d) has been provided to Grantor) or their successors-in-interest at the notice address.
- b. **Foreclosure.** Although Grantor may provide a Subordination, Non-Disturbance, and Attornment ("SNDA") agreement from mortgagee(s), Grantor shall have and maintain an obligation to notify Grantee and Grantee's Lender (provided that the notice contemplated under Section 22(d) has been provided to Grantor) or their successors-in-interest immediately of a notice of default and/or a notice of foreclosure received under Grantor's mortgage. Failure to do so will constitute a material breach of this Agreement by Grantor.
- c. **Severability.** In the event that any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such provision shall only be ineffective to the extent of such invalidity, illegality or unenforceability. The remaining provisions of this Agreement shall remain in full force and effect.
- d. **Entire Agreement.** This Agreement and any documents, certificates, instruments and agreements referred to herein constitute the entire agreement between Grantor and Grantee. Without limiting the generality of the foregoing, Grantor acknowledges that it has not received or relied upon any advice of Grantee or its representatives regarding the merits or tax consequences of this Agreement.
- e. **Counterparts.** This Agreement may be executed in counterparts each of which, when taken together, shall constitute a single agreement.
- f. **Amendments, Etc.** This Agreement may not be amended or modified unless in writing signed by the parties and consented to by Grantee's Lender. No act

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or failure to act shall be deemed to constitute an amendment, modification or termination hereof.

- g. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. This Agreement shall run with the land upon which the Easement is located.
- h. **Waiver.** Should a party fail to require strict performance by the other of any term of this Agreement or any rights it may assert, such failure shall not be deemed a waiver of any subsequent breach or default in any term, covenant, or conditions of this Agreement.
- i. **Recording and Memorandum.** Grantor and Grantee shall, on or after the Effective Date, acknowledge, execute and record the exchange of rights created under this Agreement in the Form of Telecommunications Easement attached hereto as Exhibit F. Grantee's interest in this Agreement and the Easement is intended to be, and shall be, an interest in real property. Grantee may use such documents or instruments to perfect the security thereof, which may include a UCC or other applicable instrument.
- j. **Third Party Beneficiary.** Grantee's Lender shall be a third party beneficiary to the provisions of this Agreement which apply to any Grantee's Lender.

- k. **Conflicts of Interest.** Except with the prior written approval of the Grantee, neither the Grantor nor any immediate family member of the Grantor shall have any financial or other relationship with any employee, subcontractor, agent or provider of equipment or services to the Grantee or any transaction of any type in which the Grantee or any of its affiliated entities is involved, and the Grantor shall not receive or remit to any employee of Grantee any compensation.

## 26. SCHEDULE OF EXHIBITS.

**Exhibit A...LEGAL DESCRIPTION OF THE PROPERTY**

**Exhibit B...TELECOM TENANT LEASE**

**Exhibit C...EXISTING TELECOM LEASE AREA**

**Exhibit D...TITLE ENCUMBRANCES**

**Exhibit E...EASEMENT AREA DESCRIPTION**

**Exhibit F...FORM OF TELECOMMUNICATIONS EASEMENT**

*[SIGNATURE PAGES TO FOLLOW]*

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

GRANTOR:

\_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY \_\_\_\_\_ } ss.

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

{affix notary seal or stamp}

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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

GRANTEE: Land Leases, LLC

\_\_\_\_\_  
John F. Gutowski, Chief Operating Officer

STATE OF ~~GEORGIA~~ California  
\_\_\_\_\_  
COUNTY OF ~~FULTON~~ Placer } ss.

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

{affix notary seal or stamp}

\_\_\_\_\_  
Notary Public  
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

*To be inserted upon receipt of Title Commitment.*

EXHIBIT B

TELECOM TENANT LEASE

*To be inserted upon receipt of Lease.*

EXHIBIT C

EXISTING TELECOM LEASE AREA

*To be inserted upon receipt of Lease.*



EXHIBIT D

TITLE ENCUMBRANCES

*To be inserted upon receipt of title commitment*

**EXHIBIT E**

**EASEMENT AREA DESCRIPTION**

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

**EXCLUSIVE EASEMENT PARCEL**

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

**Comment [j7]:** This will be the existing Sprint lease area.

**Expanded Easement Area**

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

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

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

**Utilities and Telecommunications.** Grantee is herein granted, consistent with the Existing Telecom Tenant Leases, a non-exclusive easement in, to, under and over the portions of the Property for ingress and egress to the Easement Area, shaft ways, chase ways, soffits, risers, columns, crawl spaces, rafters, or any other space for placement of cables, wiring, etc., which is necessary to install, operate and maintain the telecommunications equipment and/or personal property, together with the right to use such easement for the development, repair, maintenance and removal of utilities and/or cables providing service to the Easement Area and any related activities and uses, pursuant to the terms of the existing Telecom Tenant Lease or Replacement Telecom Tenant Lease, as applicable with approval of Grantor, such approval not to be unreasonably withheld, conditioned or delayed.

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

EXHIBIT F

FORM OF TELECOMMUNICATIONS EASEMENT

Record and Return to  
Name: Lisa King  
Address: TITLEVEST AGENCY, Inc  
44 Wall Street, 10<sup>th</sup> Floor  
New York, NY 10005

TELECOMMUNICATIONS EASEMENT

This Easement dated \_\_\_\_\_, 2012, to be effective \_\_\_\_\_, 2012, is by and between «Seller» «Seller\_1\_Entity\_Type», with principal offices at «Seller\_1s\_Street\_Address», «Seller\_1s\_City», «Premises\_State» «Premises\_Zip\_Code» (“Grantor” grantor of the easement) and AND LEASES, LLC, a Delaware limited liability company (“Grantee” grantee of the easement) with principal offices at 9755 Dogwood Road, Suite 105, Roswell, Georgia 30075.

WHEREAS Grantor owns certain real property located

Block: «Block» Lot: «LOT»

«Premises\_Street\_Address», «Premises\_City», «Premises\_State» «Premises\_Zip\_Code» and as more particularly described in Exhibit A attached hereto (“Property”)

WHEREAS Grantor intends to grant to Grantee an exclusive easement (subject to the Telecom Tenant Lease(s)) for telecommunications purposes on the Property; and

WHEREAS Grantor intends to provide Grantee with a non-exclusive easement to allow ingress and egress; and

WHEREAS Grantor intends to provide Grantee with a non-exclusive easement to install and maintain utilities; and

WHEREAS Grantor intends to allow Grantee to use the Easement in order that Grantee may lease space to Tenants in the telecommunications business and as described in Exhibit B (“Continuation of Telecom Tenant Lease(s)”) and

WHEREAS Grantee and Grantor intend to exchange good and valuable consideration; and

**NOW THEREFORE, In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:**

Asset File = «Asset\_File\_»

**1. GRANT OF EASEMENT.** Grantor grants to Grantee an exclusive easement (subject to the Telecom Tenant Lease(s)) for telecommunications purposes over and across the land described in Exhibit C, as the EXCLUSIVE EASEMENT PARCEL ("Easement Area Description").

**2. USE.** The Telecommunications Easement (hereinafter, the "Easement") granted herein may be used for telecommunication related activities, the transmission and reception of radio communication signals which may entail the construction, installation, improvement, enlargement, removal, maintenance, repair, replacement and operation of facilities, towers, antennas, cables, wires, microwave dishes, equipment shelters and or cabinets and telecommunications equipment. At Grantee's expense, Grantee has and shall have the right to erect and maintain on the Easement improvements, personal property and facilities necessary to operate a communications system, including, without limitation, radio transmitting, and receiving antennas, microwave dishes, tower and base, equipment shelters and cabinets and related cables and utility lines and a location based system, antenna(s), coaxial cable, base units and other associated equipment ("Equipment"). At any time during the Term, and at Grantee's expense, Grantee shall have the right to alter, replace, expand, enhance, and upgrade the Equipment. The Equipment shall remain the exclusive property of Grantee or its tenant(s). At any time during the Term of this Agreement, and upon expiration or termination, Grantee or its tenant(s) shall have the right, in its sole discretion, to remove the Equipment.

**3. TERM.** Commencing upon the Effective Date, the Term of this Agreement shall be for «TERM» and terminate on \_\_\_\_\_ (the "Reversion Date").

**4. PURCHASE PRICE.** On or about the Effective Date, Grantee shall pay to Grantor one, and only one, lump-sum payment (hereinafter "Purchase Price") in an amount agreed by the parties as payment in full for the Term.

**5. TERMINATION.** Grantor may not terminate this Agreement. This agreement and the Easement shall terminate upon abandonment by Grantee for a period of at least five (5) years.

**6. NON-EXCLUSIVE UTILITY EASEMENT.** As part of the consideration provided for this Agreement, Grantor grants to Grantee, the right to install and maintain utilities at its own cost and expense, and to improve the present utilities on the Easement (including, but not limited to, the installation of emergency power generators) as set forth on Exhibit C, NON-EXCLUSIVE UTILITY EASEMENT AND NON-EXCLUSIVE ACCESS EASEMENT SPACE. Such utilities may include, but are not limited to, the installation of power and telephone service cable, wires, conduits, boxes and the like, to service the Easement and the Equipment (defined above) at all times during Term of this Agreement (collectively, the "Non-Exclusive Utility Easement"). The Non-Exclusive Utility Easement provided hereunder shall have the same Term as this Agreement.

**7. NON-EXCLUSIVE ACCESS EASEMENT.** As part of the consideration for this Agreement, Grantor grants to Grantee an easement in, under and across the Property adequate to allow ingress and egress to the Easement as set forth on Exhibit C, NON-EXCLUSIVE UTILITY EASEMENT AND NON-EXCLUSIVE ACCESS EASEMENT SPACE. The Non-Exclusive Access Easement provided hereunder shall have the same Term as this Agreement.

Asset File # «Asset\_File\_»

**8. REPRESENTATIONS OF GRANTOR.** Grantor represents and warrants to Grantee, as of the date hereof, that:

- a. This Agreement and any other documents executed by Grantor in connection with it constitute the legal, valid and binding obligation of Grantor, enforceable against Grantor in accordance with their terms.
- b. The execution, delivery and performance by Grantor of this Grant of easement does not and will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or of any agreement to which Grantor is a party, including mortgages and deeds of trust, or by which Grantor or the Property is bound, and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Grantor is subject.
- c. All required permits, licenses, consents, approvals and other authorizations in connection with Grantor's execution, delivery or performance of this Easement and such other documents have been obtained and are and will remain in full force and effect.
- d. There is no pending or threatened action, suit or proceeding that, if determined against Grantor, would adversely affect Grantor's ability to grant this easement or such other documents or to perform its obligations hereunder or thereunder.
- e. Grantor owns one hundred percent (100%) of the fee title to the Property and the Grantor's interest in the Easement.
- f. Except as disclosed on the preliminary title report attached as Exhibit D attached hereto and made a part hereof, Grantor has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Easement, to any other person.
- g. There are no agreements, arrangements or understandings to which Grantor is a party or by which Grantor is bound, relating to the Easement.
- h. Grantor shall comply with all applicable laws which may affect the Property.

**9. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. This Agreement shall run with the land upon which the Easement is located.

**10. NOTICE.**

- a. **Grantee Default.** Grantor shall provide written notice of a default or breach of this Agreement, not more than thirty (30) days from discovery of the default. Grantee shall have one-hundred and eighty (180) days to commence cure of the default, unless the default constitutes a threat to human life.

Asset File = "Asset\_File\_"

- b. **Grantor Default.** Grantee shall provide written notice of a default or breach of this Agreement, or of Tenant Telecom Lease or Replacement Telecom Lease, not more than thirty (30) days from discovery of the default. Grantor shall have thirty (30) days to cure the default.
- c. **Delivery.** All forms of Notice shall be delivered by Certified Mail Return Receipt Requested or a nationally recognized Overnight courier. Notice shall be deemed accepted upon proof of delivery. Notices shall be delivered:

As to Grantor            «Seller\_1»  
                                   «Seller\_1s\_Street\_Address»  
                                   «Seller\_1s\_City», «Seller\_1s\_State» «Seller\_1s\_Postal\_Code»

As to Grantee:            Land Leases, LLC  
                                   9755 Dogwood Road, Suite 105  
                                   Roswell, Georgia 30075

**11. RIGHT OF FIRST REFUSAL.** Grantor grants to Grantee a right of first refusal to acquire through assignment, purchase, or other means any other Telecom Tenant Lease on this Property. Grantor shall deliver to Grantee by certified mail, return receipt requested, a written copy of any offer regarding the rights of first refusal granted herein. Grantee shall have fifteen (15) business days to match the terms of any offer by delivering written notice of Grantee exercise of the right of first refusal.

**12. SUBORDINATION.** Grantee shall agree to subordinate this Agreement to any mortgage or trust deed which may be placed on the Property, provided the mortgagee or trustee shall ensure to Grantee the right to possession of the Easement, in the event of a default or foreclosure, and other rights granted herein provided Grantee is not in default beyond any applicable grace or cure period, such assurance to be in writing and in a non-disturbance form acceptable to all parties concerned. Said mortgagee or trustee shall further assure Grantee shall have the continuing right to receive rents, fees and other payments from Telecom Tenant or Replacement Telecom Tenant. Grantor shall provide a non-disturbance agreement in a form acceptable to all parties concerned for any mortgagee or trustee which has a mortgage or trust deed currently placed on the Property.

**13. Schedule of Exhibits.**

- Exhibit A..... LEGAL DESCRIPTION OF THE PROPERTY
- Exhibit B..... DESCRIPTION OF TELECOM TENANT LEASE(S)
- Exhibit C..... EASEMENT AREA DESCRIPTION
- Exhibit D..... TITLE ENCUMBRANCES

*[Signature pages and exhibits intentionally omitted.]*

Asset File # «Asset\_File\_»

Sprint lease income  
James Field (Recreation Park)

Year	annual income
	3% annual kicker
2013	\$25,920
2014	\$26,698
2015	\$27,499
2016	\$28,323
2017	\$29,173
2018	\$30,048
2019	\$30,950
2020	\$31,878
2021	\$32,835
2022	\$33,820
2023	\$34,834
2024	\$35,879
2025	\$36,956
2026	\$38,064
2027	\$39,206
2028	\$40,383
2029	\$41,594
2030	\$42,842
2031	\$44,127
2032	\$45,451
2033	\$46,814
2034	\$48,219
2035	\$49,665
2036	\$51,155
2037	\$52,690
2038	\$54,271
Total	\$999,295



**Letter of Intent for Option to Purchase Wireless Lease**

August 9, 2013

CCG0023733

Dear Joe Fecko:

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

Landlord Name	Auburn Area Recreation & Park District			
Landlord Address	123 Recreation Dr, Auburn, CA 95603-5427			
Street Address of Site	123 Recreation Dr, Auburn, CA 95603			
Lease Economics	Wireless Carrier(s)	Current Rent Amount & Frequency	Escalation Amount & Frequency	Date of Next Escalation
	Sprint	\$2,160.00 Monthly	3% Annual	January 1, 2013
Easement Type	Specific, Tower			
Comments	<ul style="list-style-type: none"> <li>- Landlord will grant CCG an 'Specific Easement' covering the existing lease area(s).</li> <li>- If existing loan(s)/mortgage(s) encumber(s) the Property, Landlord agrees to secure SNDA(s) from lender(s). If SNDA(s) cannot be obtained, CCG may re-evaluate the transaction including an adjustment to the purchase price.</li> </ul>			
Purchase Term & Purchase Price	Purchase Term		Purchase Price	
	<b>30 Years</b>		<b>\$310,003.20</b>	
	<ul style="list-style-type: none"> <li>- Purchase price may be pro-rated at closing based on interim monthly or annual rent payments and a rent check redirection period of up to two (2) months. Landlord may retain rent checks for pro-rated periods.</li> <li>- CCG covers its own due diligence and closing costs including title costs. Seller pays transfer or other taxes and any recording fees.</li> </ul>			

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

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

To the extent that the terms contained in this Letter of Intent represent an offer by CCG to purchase Landlord's Lease, the terms herein expire after **8/24/2012**, if this Letter of Intent is not mutually executed. CCG reserves the right to change the terms of this Letter of Intent following expiration.

*[Signatures follow on next page]*





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

COMMUNICATIONS CAPITAL GROUP, LLC:

Auburn Area Recreation & Park District:

8/9/2013

Jesse M. Wellner, Managing Director

Date

\_\_\_\_\_  
Landlord's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Exhibit A

- 1) Signed copy of Letter of Intent for Option to Purchase Wireless Lease
- 2) Landlord's or landlord's counsel's comments, if any, to the TELA or return form TELA with each page initialed showing approval of the form TELA
- 3) Completed Lease Purchase Application with complete lease data and a signed credit authorization including social security numbers for individuals with 20% or greater ownership positions in the entity which owns the legal property
- 4) Executed Wireless Tenant Lease including any and all Amendments thereto (as well as any notification or lease commencement letters available)
- 5) Proof of Rent Payments under Wireless Leases (minimum of 3 months received in the last 6 months)
- 6) Mortgage Statement and Bank contact information for obtaining SNDA.

*In addition to the Mortgage Statement/debt information, if an SNDA cannot be obtained, additional financial information including a personal financial statement for consumer related transactions (with copies of tax returns and related W2's) or Balance Sheet and P&L for corporate landlords must be provided and the purchase price will be reduced accordingly.*

- 7) Legal entity organizational documents (including any Amendments thereto) showing proof of authority, as applicable below, for all entities owning an interest in the Property:

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

## **Item 9.1 Cover sheet – Sierra Pool Expansion Joint Repair**

**August 29, 2013 Board of Directors Meeting**

**Subject: Approve a resolution accepting a construction bid of \$49,500.00 for the repair of the Sierra Pool expansion joint project.**

### **The Issue**

Should Auburn Recreation District Board of Directors approve a Resolution authorizing the District Administrator to accept a bid from Tricon Construction Inc. for the expansion joint removal and repair of Sierra Pool at Recreation Park, and to enter into a construction contract with Tricon Construction Inc. for this project? Staff also recommends the Board approve a 10% contingency for this project of \$4,950.00. Staff believes a 10% contingency is appropriate for this project.

### **Background**

The Sierra Pool has been leaking water through the existing expansion joint. This loss is approximately 2 inches per day or more, which is a significant loss and requires the repair of the expansion joint. Several attempts have been made in the past to repair the expansion joint but these methods have failed and the District is now faced with taking a more aggressive approach as recommended by the aquatic engineer Neil Anderson. This approach involves removing the expansion joint completely and replacing it with a doveled concrete channel, new plaster and tile. Engineered Drawings and Specifications have been completed by Neil Anderson, aquatic engineers. The preliminary staff estimate for the project on the 2013/2014 approved project list is \$35,000. This was based upon an early contractor estimate from Adam's Pool Specialties for the expansion joint replacement of approximately \$25,000. Estimated engineering costs were added to the preliminary budget and staff based the \$35,000 budget upon this information. Actual engineering, including construction administration inspections is \$5,278.00. The engineer's construction estimate, after completion of the engineered drawings and specifications, was \$54,000.00. The District, through a public competitive bid process has received two bids from interested contractors. The lowest, Tricon Construction Inc. is \$49,500.00. Tricon Construction Inc. is the lowest responsible and responsive bidder for this project. The total costs for the project including the engineering and Tricon Construction Inc. bid totals \$54,778.00. Project costs exceed the original projected budget by \$19,778.00.

### **Recommendation**

Staff recommends approving the Resolution authorizing the District Administrator to execute a contract for the repair of the expansion joint at Sierra Pool for \$49,500.00. Staff recommends the Board approve a 10% contingency for this project of \$4,950.00.

### **Alternatives Available to the Board of Directors**

Don't approve a Resolution authorizing the District Administrator to execute a contract for the repair of Sierra Pool. As the expansion joint must be repaired, this would result in either: (a) rebidding the project, or (b) closing the pool.

### **Fiscal Impact**

Fiscal impact of awarding a contract for the repair of the expansion joint is \$49,500. Staff budgeted \$25,000 out of the General Fund for this project. The additional amount will be expensed out of the General Fund, or FC Reserve depending upon the mid-year revision.

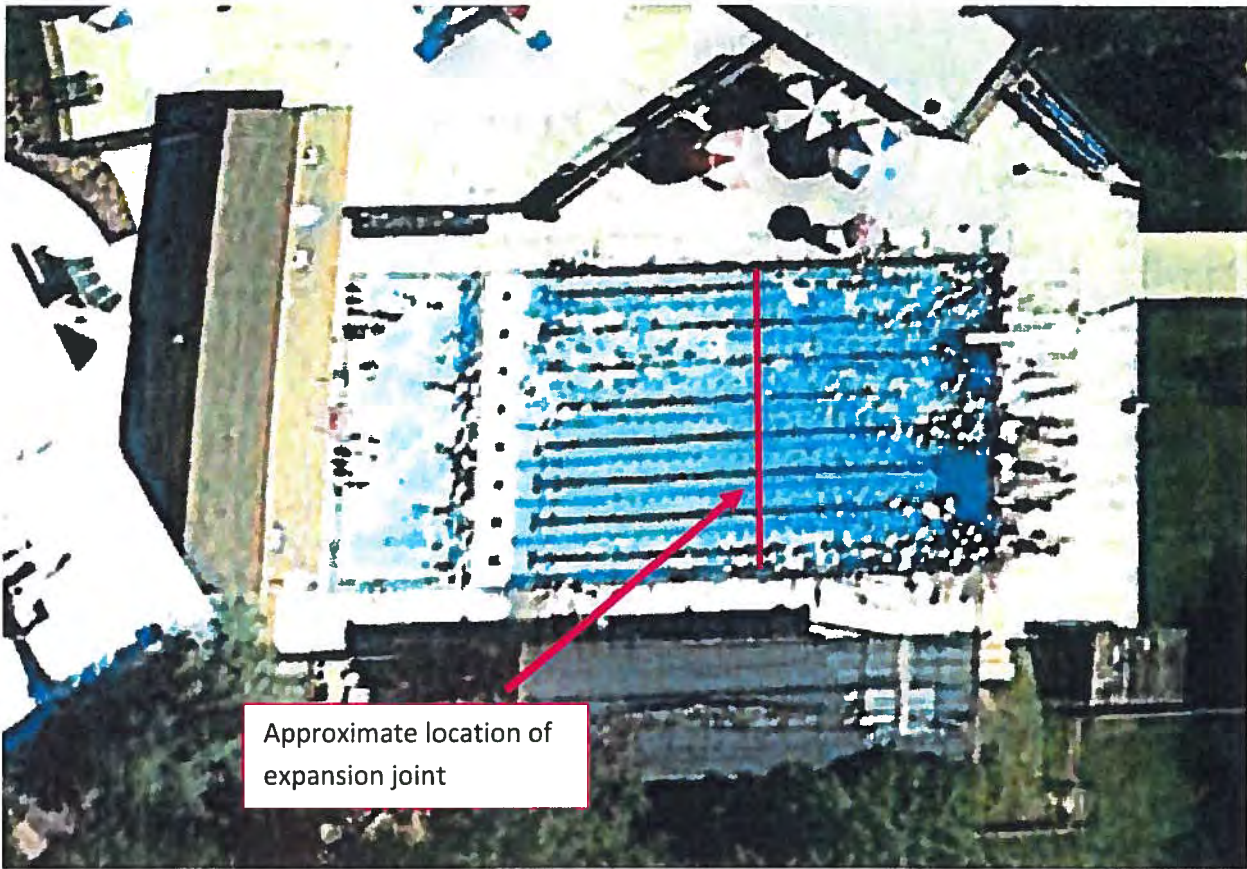
### **Attachments**

Bid Summary

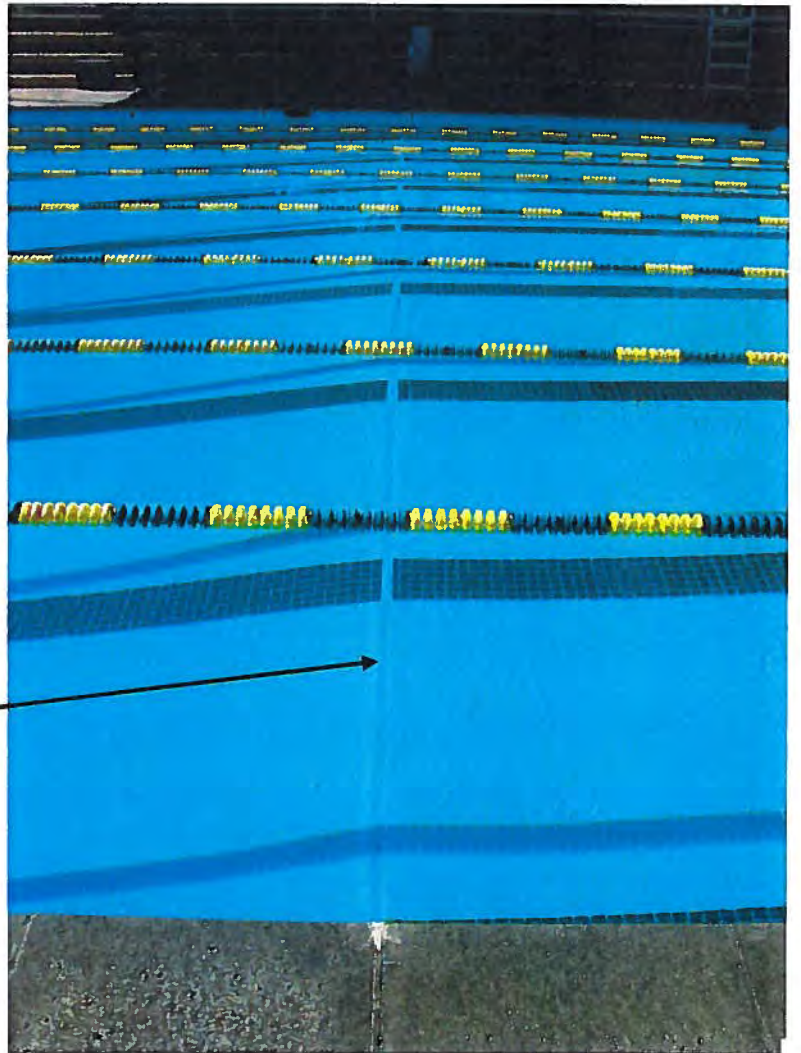
Resolution to Award Contract

Notice of Award letter

Proposal (from Tricon Construction Inc.)



Approximate location of expansion joint



Expansion joint

RESOLUTION NUMBER 2013-10

A RESOLUTION OF THE GOVERNING BOARD OF DIRECTORS OF THE  
AUBURN AREA RECREATION AND PARK DISTRICT AWARDDING A  
CONTRACT FOR THE SIERRA POOL EXPANSION JOINT

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

That the Auburn Area Recreation & Park District awards the project based on the lowest grant total sum of \$45,500.00. The District Administrator is authorized to enter into a contract for the Sierra Pool Expansion Joint project with Tricon Construction for the base bid of \$45,500.00 and approves a District controlled contingency of 10% or \$4,550.00.

APPROVED, PASSED, AND ADOPTED ON August 29, 2013 by the following roll call vote:

Ayes:

Noes:

Absent:

Abstain:

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James A. Gray  
Chairman of the Governing Board

ATTEST:

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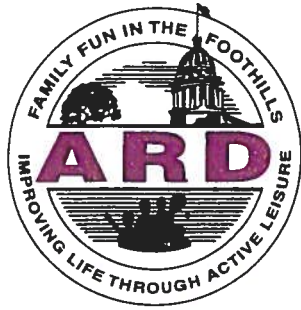
Clerk to the Governing Board

Auburn Area Recreation and Park District

**SIERRA POOL EXPANSION JOINT REPAIR PROJECT  
RECREATION PARK**

**BID RESULTS  
AUGUST 21, 2013  
3:00 PM BID OPENING**

1. TRICON CONSTRUCTION	\$45,500.00
2. ADAMS POOL SPECIALITES	\$74,900.00



## AUBURN AREA RECREATION AND PARK DISTRICT

August 30, 2013

Thomas Reid  
Tricon Construction Inc.  
11419 Sunrise Gold Circle, Suite 6  
Rancho Cordova, CA 95742

**RE: Sierra Pool Repair Project – Notice of Award**

Dear Mr. Reid,

Auburn Area Park and Recreation District (ARD) is pleased to inform you that the District Board of Directors, at their August 29, 2013 Board hearing, has awarded your company the construction contract for the Sierra Pool Repair Project at your bid cost of \$49,500 for the base bid.

Enclosed please find (2) copies of the Articles of Agreement as attached in the Contract Documents for this subject project. Please sign all (2) copies of the Articles of Agreement and return them as soon as possible. Please provide ARD, concurrent with the execution of the Articles of Agreement, the following documents as outlined in the Contract Documents.

- Performance Bond for 100% of the contract;
- Payment Bond for 50% of the contract;
- Standard Form of Endorsement Insurance.

In addition, please submit the required insurance certificates for this project. The signed contracts along with the bonds and insurance certificates must be returned to our office within fifteen (15) days from the date of this notification, not including Sundays.

As is customary, we are requesting a construction schedule and emergency phone contact list be submitted before construction begins. We are targeting an early September construction start date, please contact the District to coordinate a start date and pre-construction meeting. Contract Documents identify twenty-nine (29) working days for this project. I will be representing the District as the project manager and will be available for a pre-construction conference to be scheduled. Please be aware my days in the office are Tuesday, Wednesday and Thursday. You may contact me at (530) 885-0611 x107 to coordinate a preconstruction conference. Please include ARD and your subcontractors in the preconstruction conference.

We are looking forward to working with you and if there any questions please do not hesitate to contact me.

Sincerely,

Pamela Vann  
Landscape Architect #4674

cc: ARD Board of Directors  
Kahl Muscott, District Administrator



Sierra Pool Expansion Joint Repair Project  
July 2013

AUBURN AREA RECREATION AND PARK DISTRICT  
STATE OF CALIFORNIA

**PROPOSAL**

For the construction of the

**Sierra Pool Expansion Joint Repair Project**

To the District Administrator of the Auburn Area Recreation and Park District

The undersigned declares that he has examined the locations of the proposed work, that he has examined the specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within **FIFTEEN** days of receipt of such notice execute a formal contract agreement with the Auburn Area Recreation and Park District, with necessary bonds and certificate and standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the Auburn Area Recreation and Park District. The Contractor acknowledges this is a prevailing wage job subject to California Labor Code 1770 – 1780.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **29 working days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

**The Auburn Park and Recreation District will award the contract, if at all, to the lowest responsible bidder with the lowest Grand Total as shown on the Bid Schedule.**

The bidder shall set forth each total for the item, and for each lump sum work a total for the item, all in clearly legible Arabic figures in the respective spaces provided for this purpose.

The award of the contract, if it is awarded, will be to the lowest responsible responsive bidder whose bid complies with the requirements set forth herein. The determination of the lowest bid will be evaluated based upon each bidder's Grand Total amount, which is the total sum of the project.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the Auburn Area Recreation and Park District does not expressly or by implication agree that

**Sierra Pool Expansion Joint Repair Project  
July 2013**

the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable.

Bidder acknowledges receipt of the following addenda:

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8/15/13  
Date

TRICON CONSTRUCTION, Inc  
Name of Firm DBA Tricon Aquatics

Contractor's License:

11419 Sunrise Gold Circle Suite 6  
Business Address Rancho Cordova, CA 95742

a. Class: A, B, C-8, C-10, C-53

b. Number: 754506

c. Expiration Date: 9/30/17

916-638-9866  
Phone Number

[Signature]  
Signature of Responsible Official

Sierra Pool Expansion Joint Repair Project  
 July 2013

Quantity	Description	Unit	Unit Price	Dollars Amount
Materials				
250	Reinforcement	SF	18.60	4,650.-
250	Shotcrete	SF	78.40	19,600.-
52	Tile	SF	89.42	4,650.-
250	Plaster	SF	37.20	9,300.-
Labor				
250	Demolition/Clean Up	SF	45.20	11,300.-
<b>Total Construction Costs</b>				<b>49,500.-</b>

AUBURN AREA RECREATION AND PARK DISTRICT  
STATE OF CALIFORNIA

DESIGNATION OF SUBCONTRACTORS

The following list of subcontractors is submitted with the proposal and made a part thereof.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

1. NAME: Imperial Shotcrete Inc  
ADDRESS: 2131 Shetland Rd., Livermore  
CONTRACT ITEMS: Shotcrete AMOUNT: \$ 19,600.00
2. NAME: Burkett's Plastering  
ADDRESS: PO Box 938, Salida, CA 95368  
CONTRACT ITEMS: Plaster AMOUNT: \$ 9,300.00
3. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTRACT ITEMS: \_\_\_\_\_ AMOUNT: \$ \_\_\_\_\_
4. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTRACT ITEMS: \_\_\_\_\_ AMOUNT: \$ \_\_\_\_\_
5. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

AUBURN AREA RECREATION AND PARK DISTRICT  
STATE OF CALIFORNIA

NONCOLLUSION AFFIDAVIT TO ACCOMPANY PROPOSAL

Thomas A. Reis, being first duly sworn, deposes and says that he or she is President of Taylor Construction, Inc. 3517 Taylor Agency, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

8/15/13  
(Date)

[Signature]  
(Signature)

Taylor Agency  
Name of Firm

11419 Sunrise Blvd Circle Ste 6  
Rancho Conejo, CA 95742  
Business Address

Contractor's License:

- a. Class: A, B, C-8, C-10, C-57
- b. Number: 754506
- c. Expiration Date: 9/30/17

916-638-9866  
Phone Number

[Signature]  
Signature of Responsible Official

Sierra Pool Expansion Joint Repair Project  
July 2013

AUBURN AREA RECREATION AND PARK DISTRICT  
STATE OF CALIFORNIA

**BIDDER'S BOND TO ACCOMPANY PROPOSAL**

KNOW ALL MEN BY THESE PRESENTS,

That we, Tricon Construction, Inc., as  
Principal, and International Fidelity Insurance Company, a corporation authorized to  
transact a general surety business in the State of California, as Surety, are held and firmly bound  
unto AUBURN AREA RECREATION AND PARK DISTRICT (hereinafter called the Obligee)  
in the full and just sum of  
Ten Percent of the Total Bid Amount dollars, (\$ (10%)) for  
the payment whereof in lawful money of the United States, we bind ourselves, our heirs,  
administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for:

Sierra Pool Expansion Joint Repair Project

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal  
shall, within such time as may be specified, enter into the contract in writing, and give bond, with  
surety acceptable to the Obligee for the faithful performance of the said contract, then this  
obligation shall be void; otherwise to remain in full force and effect.

Signed and Sealed this 15th day of August 2013.

Tricon Construction, Inc.

International Fidelity Insurance Company

Principal  
Thomas A. Reid, President

  
Attorney-in-Fact  
Stanley J. Matanga

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

STANLEY J. MATRANGA

Carmichael, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



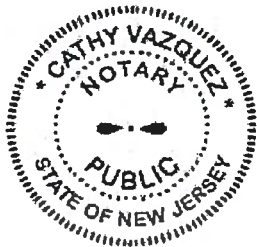
STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar. 27, 2014

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 15<sup>th</sup> day of August 2013

MARIA BRANCO, Assistant Secretary

**ACKNOWLEDGMENT**

State of California  
County of Sacramento )

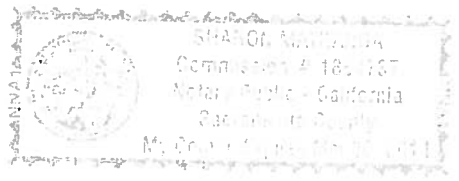
On August 15, 2013 before me, Sharon Matranga, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *SM* (Seal)





**SECTION: 9.0**

**ITEM: 9.4 CAPRI ELECTION NOTICE – CALL FOR NOMINATIONS – BOARD OF DIRECTORS OF THE AUBURN AREA RECREATION AND PARK DISTRICT RESOLUTION NUMBER 2013-11, RESOLUTION AUTHORIZING THE AUBURN AREA RECREATION AND PARK DISTRICT TO BE PLACED IN NOMINATION FOR A SEAT ON THE CALIFORNIA ASSOCIATION FOR PARK AND RECREATION INDEMNITY (CAPRI)**

**DESCRIPTION:**

**INFORMATION: SEE ATTACHMENT**

**STAFF RECOMMENDATION: BOARD OF DIRECTORS REVIEW INFORMATION AND VOTE ON RESOLUTION**



## CALIFORNIA ASSOCIATION FOR PARK AND RECREATION INDEMNITY

6341 Auburn Boulevard, Suite A  
Citrus Heights, CA 95621-5203  
(916) 722-5550 • (916) 722-5715 Fax

DATE: July 22, 2013  
TO: Members, CAPRI  
FROM: Pat Cabulagan, Administrator  
RE: **ELECTION NOTICE / CALL FOR NOMINATIONS**

This year (2013) is an election year. Elections are held in each odd-numbered year. In accordance with established Policies and Procedures, the CAPRI Board of Directors is calling for nominations from our members for the three seats that will become available at the end of this year. The current seats up for election are as follows:

Rancho Simi Recreation and Park District District Appointee: Mr. Larry Peterson	<b>Member at Large</b>
Pleasant Hill Recreation and Park District District Appointee: Mr. Robert Berggren	<b>Upper one-Third</b>
Arcade Creek Recreation and Park District District Appointee: Mr. Stephen Fraher	<b>Middle one-Third</b>

Each participating member district has the right to nominate itself or another district for a seat to be filled on the CAPRI Board. To make your nomination, forward a letter with your nomination along with a Resolution passed by the District Board of Directors of the nominated district accepting the nomination to the CAPRI Board. A participating member district can only submit a nomination to one position to be filled on the CAPRI Board of Directors at each election. The Board position shall be specified in the district's Resolution accepting such nomination.

The NOMINATION and ACCEPTANCE certifications need not be on the same page, but each certification must be accomplished for a District to be a candidate. The attached form is for convenience only, and the District may use its own form to transmit a nomination or acceptance.

Attached is a list of the current CAPRI member districts by category, based on reported payroll. If your district would like to be placed in nomination, please send your nominating letter and Board resolution to the CAPRI office:


6341 Auburn Boulevard, Suite A  
Citrus Heights, CA 95621

This year's election will be held by an All-Mail Ballot. The bylaws call for a sixty (60) day notice of the use of an All-Mail Ballot. The timeline for the 2013 election is as follows:

<u>Action</u>	<u>Date</u>	<u>Days to Election</u>
Notice/Call for Nominations	07/22/13	70 Days
Nominations must be received	09/06/13	24 Days
Ballots mailed to Districts	09/10/13	20 Days
ELECTION	09/30/13	
Run-off Election Ballots	10/01/13	
RUN-OFF ELECTION (if needed)	10/21/13	
November Board Meeting/Strategic Planning	11/18/13	

If you have any questions or the CAPRI staff can assist you, please give us a call.

Sincerely,



Pat Cabulagan  
Administrator

## CAPRI MEMBER DISTRICTS

UPPER ONE-THIRD	MIDDLE ONE-THIRD	LOWER ONE-THIRD
Fulton-El Camino	Arcade Creek	Almanor
Highlands	Rim of the World	La Selva Beach
Auburn Area	Tehachapi Valley	Weed
Carmichael	Arden Manor	Dunsmuir
Mission Oaks	Rio Linda Elverta	Bear River
Truckee-Donner	Strawberry	Monte Rio
Pleasant Hill	Belvedere-Tiburon	Russian River
Valley-Wide	Ambrose	Boulder Creek
Pleasant Valley	Lake Cuyamaca	Tuolumne
Greater Vallejo	Coalinga-Huron	Shafter
Southgate	Bear Mountain	Silverado-Modjeska
Hesperia	North Highlands	Buttonwillow
Cordova	Beaumont-Cherry Valley	Wasco
Sunrise	Isla Vista	Central Plumas
Desert	Jurupa Area	Ladera
North of the River	Paradise	Soledad Mission
Fulton-El Camino	Fair Oaks	North County
Highlands	West Side	Durham
Livermore Area	Orangevale	Arden Park
Conejo	Feather River	Mt. Shasta
Rancho Simi	Mendocino Coast	McFarland
Hayward Area		

# SAMPLE NOMINATION/ACCEPTENCE FORM

## NOMINATION

\_\_\_\_\_ (District) hereby nominates \_\_\_\_\_  
(District) for candidacy to the CAPRI Board for the position of [check  
one] ( ) Membership At Large; ( ) Upper One-Third; ( ) Middle One-  
Third.

## ACCEPTANCE

\_\_\_\_\_ (District) hereby accepts the nomination for  
candidacy to the CAPRI Board for the position of [check one]  
( ) Membership At Large; ( ) Upper One-Third; ( ) Middle One-Third,  
and certifies that its Board of Directors has resolved to accept the  
nomination.

Attested by:

\_\_\_\_\_  
Title:

District:

BOARD OF DIRECTORS OF THE AUBURN AREA RECREATION AND PARK  
DISTRICT RESOLUTION NUMBER 2013-11

RESOLUTION AUTHORIZING THE AUBURN AREA RECREATION AND PARK  
DISTRICT TO BE PLACED IN NOMINATION FOR A SEAT ON THE CALIFORNIA  
ASSOCIATION FOR PARK AND RECREATION INDEMNITY (CAPRI)

WHEREAS, the Auburn Area Recreation & Park District is a member of the California Association for Park and Recreation Indemnity (CAPRI); and

WHEREAS, the California Association for Park and Recreation indemnity (CAPRI) is governed by a Board of Directors, and the Board of Directors of the Auburn Area Recreation and Park District is desirous of having a representative of its District serve on the Board of Directors of the California Association for Park and Recreation Indemnity (CAPRI).

NOW, therefore, be it resolved, that the Board of Directors of the Auburn Area Recreation and Park District does hereby authorize the District to be placed in nomination for the (specify seat position) on the California Association for Park and Recreation Indemnity (CAPRI) Board of Directors; said election to be held on September 30, 2013.

The following resolution was duly passed and adopted by the Board of Directors of the Auburn Area Recreation and Park District at a regular meeting on the 29<sup>th</sup> day of August, 2013 by the following votes:

Ayes:

Noes:

Absent:

Abstention:

---

Jim Gray  
Chairman of the Governing Board

ATTEST:

---

Patricia B. Larson  
Clerk to the Governing Board

**ITEM 10.0 ITEMS FOR DISCUSSION AND INFORMATIONAL ITEMS**

1. Discussion of moving the October Board meeting up one week due to Halloween.
2. Marketing and Program Plan update.

## **Item 10.2 Cover sheet – Marketing and Program Plan 2013 Update**

**Auburn Area Recreation and Park District (ARD) Board of Directors meeting August, 2013**

### **The Issue**

A report on the 2013 update of the ARD Marketing and Program Plan.

### **Background**

ARD uses a Marketing and Program Plan (MPP) to create a set of goals, strategies and tactics that can be used to create awareness and maintain a satisfying relationship with District residents that results in value for both residents and ARD.

Per the ARD Strategic Plan, the ARD Board of Directors should be updated once per year as to the progress of the MPP:

#### **5.0 Marketing/Program Plan**

The District will continue to use and support the Marketing and Program Plan. A Marketing and Program Plan Committee will continue to meet on a regular basis (approximately quarterly).

Target completion date: Ongoing, with a report to the Board on the progress of the Marketing and Program Plan every June.

*Note: the Marketing and Program Plan was scheduled to be on the June, 2013 ARD Board agenda. The June meeting was cancelled, and the July meeting agenda was overburdened with items, including the PG&E documents. Staff decided to wait for August for the MPP review.*

The MPP Committee has continued to meet (approximately) quarterly and has created an updated Marketing and Program Plan for 2013.

### **Report**

Most of the items listed in the 2013 Marketing and Program Plan have been completed, with the following exceptions:

- Stand-up cutouts have not yet been purchased (page 10). Staff has diverted some of these funds towards advertising packages with the Auburn Journal. Staff still plans on purchasing these cutouts, pending the mid-year budget revision.
- A “Chipper” page or appearance schedule has not been created on the ARD website (page 13). Staff still plans on completing this task, most likely during the slower winter months.

### **Recommendation**

Review the attached 2013 Marketing and Program Plan. Provide feedback.

### **Attachments**

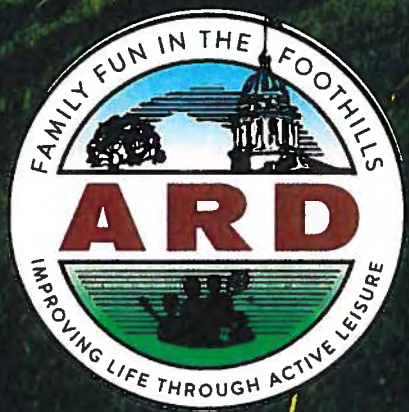
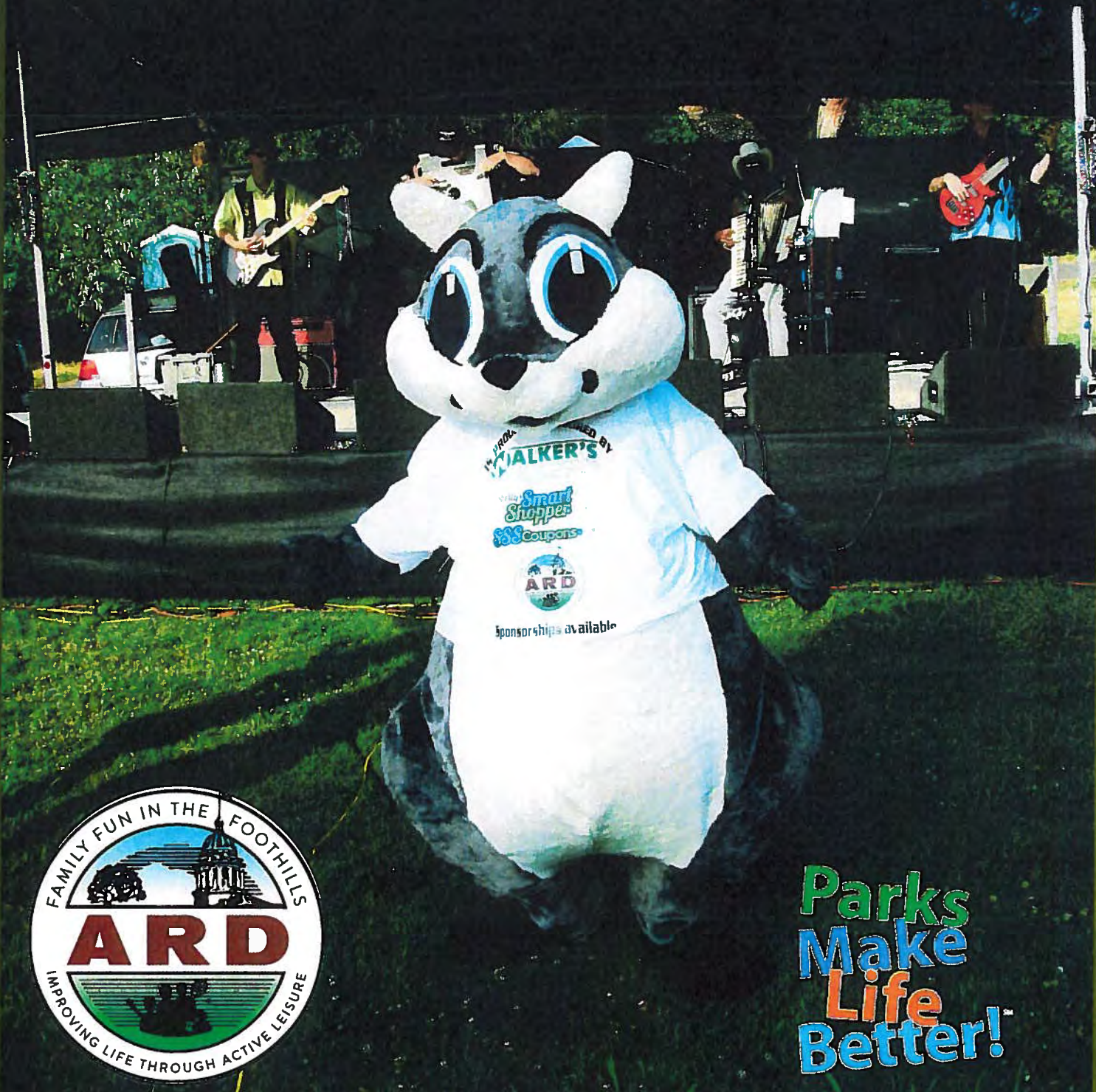
2013 ARD Marketing and Program Plan



AUBURN AREA RECREATION and PARK DISTRICT

# MARKETING and PROGRAM PLAN

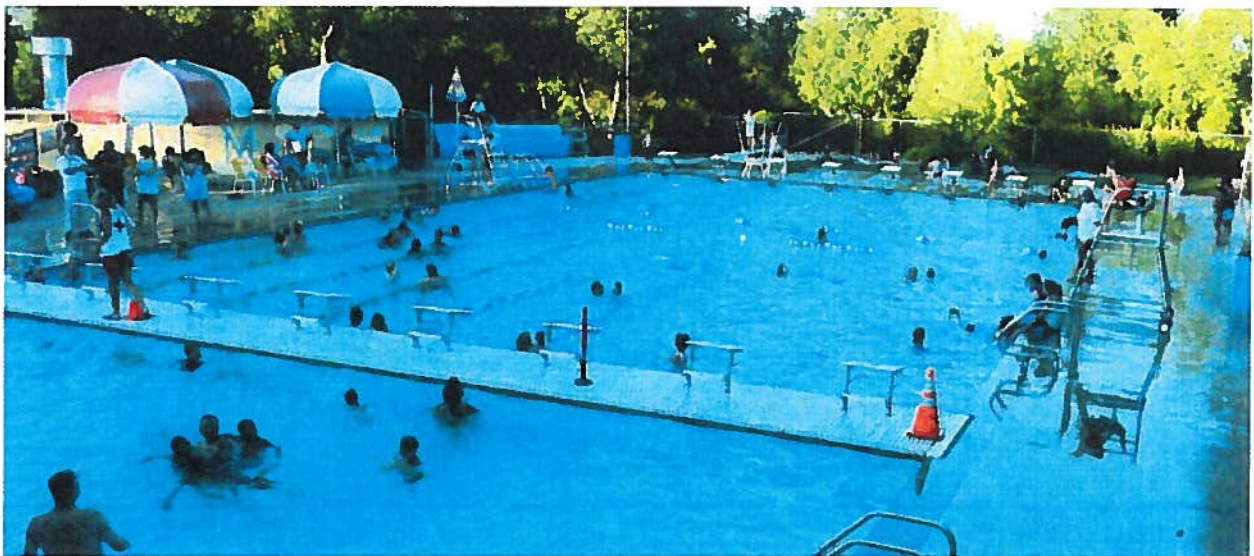
## 2013



**Parks  
Make  
Life  
Better!**

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## Executive Summary

In July of 2009, the Auburn Area Recreation and Park District (ARD) adopted an update to the Strategic Plan. One of the tasks identified in the Strategic Plan was to create a Marketing and Program Plan (MPP). To facilitate creating the MPP, a committee was formed comprised of the following individuals:

Kahl Muscott, District Administrator  
Joe Fecko, Administrative Services Manager  
Manouch Shirvanioun, Customer Services Manager  
Sheryl Petersen, Recreation Services Manager  
Debbie Thomas, Youth Services Manager  
Pamela Vann, Landscape Architect  
Jim Ferris, Board Member and Committee Advisor

The Committee met and discussed the many components of the MPP. A document framework was developed identifying major elements of the plan with goals, strategies and tactics described in each element. Plan elements include Programming, Facilities, Public Relations, Youth Services ARD Web-site, Other Revenue Sources and Events.

A set of guidelines were identified as guiding principles to be used in the creation of the MPP:

- The MPP needs to be usable and simple to follow. ARD does not have the human nor fiscal resources to engage in a comprehensive or complicated Marketing Plan.
- There is no single “magic bullet” that will allow ARD to better market and promote our agency. A combination of small to medium changes will help ARD accomplish identified goals.
- ARD will benefit from using the marketing and promotional materials of other organizations.
- The MPP will contain short term and long term sustainable goals.
- The purpose of the MPP is to guide ARD toward increased revenue and better service to the public.
- The MPP Committee will continue to meet on an approximate quarterly basis to monitor progress on meeting stated goals.

Seven plan elements were identified by the Committee. Goals, strategies and action items were written for each plan element. This provides a measurable framework within the MPP directing effort into specific activities to strengthen ARD’s ability to meet the identified objectives found starting on page 10. The following is a synopsis of each plan element:

Programming: Continue the trend of slowing revenue losses in the recreation department programs and show an increase for FY 13/14.

Facilities: Continue the trend of slowing revenue losses in facility rentals and show an increase for FY 13/14.

Public Relations: Increase awareness of ARD programs and facilities.

Youth Services: Increase average daily attendance at summer and holiday day camp by 2% in FY 13/14.

ARD Web Site: Continued improvement to ARD's web-site by making it more informative, fun and user-friendly.

Other Revenue Sources: ARD will increase revenue generated by selling ad space to local businesses and organizations.

Events: ARD will use its various events to promote its classes and facilities.

Finally, the Committee developed Marketing Procedures and Guidelines to be used whenever marketing material is created and presented to the public. Some objectives for these guidelines include, but are not limited to, the need to create uniformity in ARD's message to the public and to ensure that budgets are used efficiently. The Procedures and Guidelines set standards for review of materials by the appropriate manager and the District Administrator. All advertisements will include the "Parks Make Life Better" slogan where appropriate. Marketing Procedures and Guidelines are further detailed at the end of this document.

## **Purpose and Mission**

With these guidelines as a reference point, the Committee determined that the mission and purpose of the MPP is as follows:

*The purpose of ARD's Marketing and Program Plan is to create a set of goals, strategies and tactics that can be used to create awareness and maintain a satisfying relationship with District residents that results in value for both residents and ARD. The Marketing and Program Plan will focus on specific goals for the next two years, with projections for conceptual goals over the next five years.*

## Resources

The Committee looked for assistance in creating the MPP. The following sources of information were incorporated into various parts of the MPP.

### **Publications**

The Committee reviewed several Parks and Recreation marketing publications, including two by marketing advisor Jodi Rudick.

### **Professional**

The Committee fully utilized many aspects of the California Parks and Recreation Society (CPRS) branding initiative.

To find what the public values about parks and recreation, CPRS conducted public opinion research in 2008-09. CPRS is the first park and recreation organization to have undertaken such a comprehensive study of public perceptions of parks and recreation.

Using CPRS' research data, a brand promise was crafted and subsequently approved in 2009 by the CPRS Board of Directors:

Parks and recreation makes lives and communities better now and in the future by providing

- access to the serenity and inspiration of nature;
- outdoor space to play and exercise;
- facilities for self-directed and organized recreation;
- positive alternatives for youth which help lower crime and mischief; and
- activities that facilitate social connections, human development, the arts and lifelong learning

### **Communicating the Promise Through a Memorable Slogan**

It would be challenging to communicate and promote the full brand promise to staff, stakeholders, users, and elected officials. In fact, a brand promise is not shown to customers in print.

For the customer, the brand promise is shortened into a slogan, such as Nike's "Just Do It."

The essence of our profession's promise is this memorable slogan (can also be called a tagline):



**Parks  
Make  
Life  
Better! <sup>SM</sup>**

This phrase is simple, concise, timeless, enduring, and extendable. It is at once a promise and the fulfillment of a promise. **Parks Make Life Better! SM** creates a strong emotional connection between what we do and the lives of those we serve. It makes clear that our work matters to individuals, families, neighborhoods and communities.

## Situational Analysis

The Committee reviewed and analyzed the following information

### **Cancelled programs**

Current and past activity guides were reviewed and results were analyzed. The first review focused on the programs that ARD offers to various age groups (Table 2). The review looked at how many classes were offered to particular target audiences in the Winter 2012 Activity Guide and compared this to past Activity Guides. This analysis found that the percentage of classes being offered for adults and seniors has steadily climbed, while the percentage of classes for children has steadily dropped. This trend reflects the aging demographics of the Auburn area and the popularity of these programs (see Population Trends, page 9).

The second review focused on the amount of classes that run vs. those that get cancelled. An analysis focusing on the fall 2009 Activity Guide, found that 59% of the classes were cancelled (292 out of 497 offered). The Committee discussed ways to curtail this trend. Action Items were presented in this original Marketing and Program Plan, including less tolerance for classes that continue to cancel, using the internet and local media to promote classes formed after the activity guide publication and proposals to better involve the instructors in their classes.

An analysis of two recent Activity Guides found the following information:

Fall 2011 Activity Guide: 47.4% of classes cancelled (148 cancelled out of 312 offered)

Summer 2012 Activity Guide: 45.5% of classes cancelled (185 out of 407)

Both of these numbers show an improvement over the numbers from 2009. While 45.5% is still a relatively high number of cancellations, the trend is moving in the right direction.

### **Advertising and ARD Activity Guide**

The Committee also reviewed the results of how advertising dollars were spent. Coupons were initially sent through a variety of advertising mediums, including direct mail, Val-Pak and Shelly's Smart Shopper. Shelly's Shopper Showed the greatest potential and value for the dollar. In the fall of 2012, ARD used Shelley's Smart Shopper to send out ads/coupons to Auburn and the Loomis area. 51 of these coupons were redeemed, with 12 of those being from new customers. Those 12 new customers brought in \$1,302 in revenue vs. \$940 in costs for the ads. Coupons also brought in \$2,225 in revenue from existing/prior customers. The Committee continues to see value in working Shelly's Smart Shopper.

Another aspect of advertising ARD programs and classes is the ARD Activity Guide. The Activity Guide, mailed to residents in Auburn and Meadow Vista three times per year, has traditionally been the best source of sharing information and making residents aware of ARD programs and facilities. However, due the costs to print and mail the Activity Guide (\$10,000 per guide or \$30,000 per year), the committee

continued to look at the value of the dollars spent vs. the revenue and awareness created. When asked “How did you hear about this program”, on-line registrants responded as follows:

2011

Activity Guide	60%
ARD’s website	20%
Friend	16%

2012

Activity Guide	50%
ARD’s website	24%
Friend	21%

While these numbers are trending toward more awareness through the ARD website (and friend recommendations, a positive sign for ARD), there is still a significant amount of people who rely on the ARD Activity Guide for information about ARD.



## **Table 2**

### **Classes/Programs offered through ARD**

The actual number of classes/programs/leagues/camps offered in the Winter 2010 activity guide is 150. The breakdown of these classes is as follows (note: the total of these numbers is 252. This is more than the 150 classes in the guide as many classes appeal to or target child/teens, adult/seniors, or all groups). Please also note that a similar count was done for two other years to show trends.

	<b>Winter 2012</b>	<b>Winter 2010</b>	<b>Summer 2005</b>
<b>Classes</b>	<b>123</b>	<b>150</b>	<b>90</b>
<b>Child:</b>	<b>49 (23%)</b>	<b>75 (29.7%)</b>	<b>56 (42.1%)</b>
<b>Teen:</b>	<b>28 (13.1%)</b>	<b>47 (18.6%)</b>	<b>14 (10.5%)</b>
<b>Adult:</b>	<b>70 (32.9%)</b>	<b>64 (25.4%)</b>	<b>31 (23.3%)</b>
<b>Senior:</b>	<b>66 (31%)</b>	<b>66 (26.2 %)</b>	<b>32 (24.1%)</b>
<b>Total</b>	<b>213</b>	<b>252</b>	<b>133</b>



### Population trends

Census data for the three zip codes serviced by the Auburn Recreation District is as follows (all information from the California Department of Finance):

<u>Zip Code</u>	<u>Median Age, 2000</u>	<u>Median Age, 2010</u>
95603	42	46
95602	43.4	48
95722 (MV)	43	49.5

Additionally, the following information regarding age demographics for the City of Auburn is as follows: The population was spread out with 2,645 people (19.8%) under the age of 18, 1,031 people (7.7%) aged 18 to 24, 2,898 people (21.7%) aged 25 to 44, 4,224 people (31.7%) aged 45 to 64, and 2,532 people (19.0%) who were 65 years of age or older. The median age was 45.4 years

For reference, the median age in the state of California is 35.2

This data clearly shows that the population in the Auburn Recreation District is solidly trending toward an older demographic. As such, ARD should be tailoring its programs to keep up with this trend. The information in Table 2, showing the percentage of classes offered to various age groups demonstrates that ARD is addressing this trend.

### Related registration trends and numbers

On-line registration numbers for the past two years reflect growth in adult and senior programs

#### 2011 On-line only registrations

Ages 0 – 18	82.8% of registrations
Ages 19 – 50	6.6% of registrations
Ages 51+	10.6% of registrations

#### 2012 On-line only registrations

Ages 0 – 18	72.3% of registrations
Ages 19 – 50	11.8% of registrations
Ages 51+	15.8% of registrations

## Marketing and Program Plan Topics

2013

### PROGRAMMING

- Goal: Continue the trend of slowing revenue losses in the recreation department programs and show an increase for FY 13/14.

Strategy: ARD will accomplish this through increased advertising and public relations

Action Items:

- 1) ARD will continue to work with Shelly's Smart Shopper to advertise programs and facilities. *BUDGET: \$3,000 DATE: on-going --- BY: Customer Service/Marketing Manager*
- 2) ARD will do targeted direct mail market postcards to advertise select programs. These postcards will act as an adjunct to the Activity Guide. *Budget: \$1,500 Date: on-going – By: Customer Service/Marketing and Recreation Services Manager*
- 3) ARD will continue to submit recreation-specific articles for inclusion as an article in the Auburn Journal and other local publications. All articles will also be posted in the ARD web-site under a "Latest News" type heading. *DATE: On-going BY: Recreation Services Manager*
- 4) ARD will add instructor photographs to the instructor bios section of the ARD web-site. This will supplement the information provided in the Activity Guide. *DATE: May 2013 BY: Recreation Services Manager;*
- 5) Stand up cut-outs will be designed and purchased to promote various programs in the District. *BUDGET: \$1,600 DATE: May, 2013 BY: Customer Service/Marketing Manager*

Strategy: ARD instructors will better promote their programs

Action Items:

- 1) Instructors will be invited to participate in community events. *DATE: On-going BY: Recreation Services Manager;*
- 2) ARD will seek out new instructors and classes that have the potential to bring in students and revenue. *DATE: On Going BY: Recreation Services Manager*

Strategy: ARD will increase attendance in classes

Action Items:

- 1) ARD will continue to look for avenues to get program flyers to home school and charter school children and parents. *BUDGET: \$250 DATE: On-going BY: Recreation Services Manager*

Strategy: ARD will reduce the percentage of cancelled classes to less than 50%

Action Items:

- 1) ARD will continue to be less tolerant of perpetually cancelled classes (see information on page 6). In most cases, ARD will terminate any program that cancels two consecutive classes or cancels more than 50% of its classes in a one-year time period. Exceptions may be made upon review and recommendation from the Recreation Services Manager The number of class offerings for a particular program will also be reduced. This will condense students, thereby creating a chance for more classes to stay open. *DATE: On-going BY: Recreation Services Manager*
- 2) ARD will require a refundable \$50 fee from all new instructors. This purpose of this fee is to help ensure that the instructor is serious about the commitment being made to ARD and its residents. This fee will also help to offset the costs of creating the class, putting it in the Activity Guide and reserving a facility. The Recreation Services Manager will have discretion as to whether to charge this amount (example: not charging for a class or instructor that ARD chose to pursue). *DATE: By March 1, 2013 BY: Recreation Services Manager*

- Goal: ARD will increase its share of class and activity revenue

Strategy: ARD will set attainable class split goals for the next 2 years

Action Items:

- 1) All new classes will be at a minimum 60/40 split (with a very few noted exceptions)  
*Date: March 1, 2013 BY: Recreation Services Manager*

## **FACILITIES**

- Goal: Continue the trend of slowing revenue losses in facility rentals and show an increase for FY 13/14.

Strategy: ARD will accomplish this goal through advertising, promotion and using newly renovated facilities.

Action Items:

- 1) ARD will install portable signage (“candidate” style signs) at select facilities, fields and picnic units advertising rental opportunities of various facilities. *BUDGET: \$200 DATE: By June 1, 2013 BY: Customer Service/Marketing Manager*
- 2) ARD will promote the Recreation and Regional Park gyms as a way to attract large events. Recent large rentals (Trivia Bee, Buck Stew cook-off and Bingo night) demonstrate that a market exists. An e-mail list will be compiled of potential renters. ARD will also use the Auburn Chamber of Commerce E-Blasts to share this information. *DATE: by 3/31/13 BY: Customer Service/Marketing Manager;*
- 3) ARD will continue to use Shelly’s Smart shopper (see Action Item #1 under “Programming”) *DATE: on-going By: Customer Service/Marketing Manager*

## **PUBLIC RELATIONS**

- Goal: Increase awareness of ARD programs and facilities.

Strategy: ARD will accomplish this through the media, service organizations, community-wide events and consistent signage and branding

Action Items:

- 1) ARD will submit 2 - 4 articles to the Auburn Journal, Placer Sentinel and other local media outlets focusing on what ARD has done and is doing in the community. These articles would be in addition to the articles submitted for programming and facility rentals. These articles should be generated by the District Administrator or Board Members. *DATE: two to four times per year beginning April 2013 BY: District Administrator;*
- 2) ARD Board Members and/or Staff will notify local service clubs (Rotary, Lions, AAUW, Kiwanis) of our desire to make a presentation on who ARD is, what we offer, and why we are important. When possible, a Power Point program similar to the “ARD 101” presentation should be used. Photographs and quotes should accompany data and information from the CPRS Branding Initiative. *DATE: Notify by 4/30/13 BY: District Administrator, Recreation Services Manager & Customer Service/Marketing Manager;*
- 3) ARD Board Members and/or Staff will be part of all major community events and promote ARD programs and facilities. These events include, but are not limited to the Gold Country Fair, Auburn Family Night Out, Party in the Park, the Confluence Festival and the Auburn Community Festival. *BY: Recreation Services Manager and Customer Service/Marketing Manager*

- 4) ARD will install the standard ARD park signs at the remaining un-signed parks. These signs will be the same as the signs erected at Recreation and Regional Parks. These signs help to brand ARD's logo and image and make the community aware of our diverse offerings. Parks still needing signage include: Atwood, Christian Valley, Overlook, Regional Park Dry Creek and Placer Hills *BUDGET: \$2,000. Date: By June 30, 2013 BY: Landscape Architect & District Administrator*
- 5) ARD will send its E-Newsletter, a minimum of four times per year. This newsletter will focus on upcoming events, programs, available facility rentals and may feature coupons for classes. *BUDGET: \$600 By: Customer Service/Marketing Manager and Recreation Services Manager; DATES:*
  - March-Swim Teams, Spring Break Camps, Back to Swim- Save the Date
  - Mid-end May-Summer Camps, Swim Lessons, Save the Dates AFNO, PIP, Movies, Call for Classes
  - Mid-July-Save the Dates NNO, Ukulele Festival
  - End-August-Obstacle Scramble, YDL
  - End September-Sr. Health Fair, Community Festival, Call for Classes
  - End-November/December-Holiday Edition: Looking Back and Looking Ahead for ARD
- 6) ARD Staff will continue to make monthly Activity Guide and flyer distribution runs to several predetermined locations around the Auburn area. A partial list of these locations may include oil change businesses, schools, public libraries, Sutter Hospital, the Auburn Chamber of Commerce, the Placer County Visitor's Center and doctor's and dentist's offices. *DATE: On-going BY: All staff and managers*
- 7) ARD will start a Facebook Page to promote ARD programs. This page will be created only after the Board adopts social network policies; Review and determination of who will update the page is still be decided. Date: Facebook Page by March 1, 2013 By: Customer Service/Marketing Manager, District Administrator

Strategy: ARD will accomplish this goal by using Chipper, the ARD mascot, to promote ARD, its programs and facilities

Action Items:

- 1) ARD will create a "Chipper Appearance Schedule". This schedule will be made available via flyer and on-line. *DATE: by April 30, 2013 BY: Customer Service Marketing Manager, District Administrator*
- 2) Chipper will have his own page on the ARD website. This page will advertise the appearance schedule, show pictures of Chipper and have features such as

*“Chipper’s healthy living tips”. DATE: by April 30, 2013 BY: Customer Service/Marketing Manager*

- Goal: ARD will investigate and expand on community partnerships

Strategy: ARD will continue to build on its partnerships with organizations like the Auburn Chamber of Commerce, Sutter Auburn Faith Hospital and other potential collaborators.

Action Items:

- 1) Continue to meet and work with the administrators of each organization and discuss ways to partner. These organizations include (but are not limited to):

State Parks (ASRA)

Placer Nature Center;

P.A.R.C.;

Weimar Institute;

Auburn Canyon Keepers;

*DATE: On-going BY: Customer Service/Marketing Manager, Recreation Services Manager & District Administrator*

## **YOUTH SERVICES**

- Goal: Increase average daily attendance at summer and holiday day camp by 2% in FY 13/14.

Strategy: ARD will accomplish this goal by promoting the great value of our day camp programs and offering discounts for long term commitments.

Action Items:

- 1) Pay for the entire summer (all 5 sessions – full days only) by the first session and save 10% plus the price of field trips. This is non-refundable and may not be combined with other offers. *DATE: by April 30, 2013 BY: Youth Services Manager*
- 2) Pay for full sessions individually (full days only) and save \$10 per session. May not be combined with other offers. *DATE: by April 30, 2013 BY: Youth Services Manager*
- 3) Refer a new family to Summer Day Camp and you each save 20% on one session when you both sign up. This applies to both full and half day rates and may not be combined with other offers. *DATE: April 30, 2013 BY: Youth Services Manager*
- 4) Special promotions such as “Friday all swim” will be used to add further value to the Summer Day Camp program *DATE: April 30, 2013 BY: Youth Services Manager*
- 5) Revamp the Youth Services Brochure with new information and new look. *BUDGET: \$500 DATE: by April 1 BY: Youth Services Manager*

## ARD WEB-SITE

- Goal: Continued improvement to ARD's web-site by making it more informative, fun and user-friendly.

Action Items:

- 1) Staff to get training on how to make changes to website in-house, including the posting of agendas, minutes, etc. DATE: June 30, 2013 BY: *Customer Service Marketing Manager*;

## OTHER REVENUE SOURCES

- Goal: ARD will increase revenue generated by selling ad space to local businesses and organizations.

Strategy: ARD will accomplish this through promotion of ad space availability in our products such as the Activity Guide, ARD's web-site, ARD youth and adult t-shirts and jerseys and at our facilities.

Action Items:

- 1) Increase advertising revenue by \$1,500 this year. This will be done by using e-blasts and use of the Auburn Chamber database to promote the availability of advertising with ARD. DATE: *By April 2013 BY: Customer Service/Marketing Manager*
- 2) Sell advertising space on Chipper's shirt. A package featuring pictures will be developed. DATE: *By May 31, 2013 BY: Customer Service/Marketing Manager*

- Goal: Increase sponsorship participation by businesses for ARD and ARD sponsored community events.

Action Items:

- 1) Target businesses for sponsorship of specific events. This includes writing for available grants through business foundations. DATE: *Ongoing BY: Recreation Services Manager, Customer Service Marketing Manager*

## EVENTS

- Goal: ARD will use its various events to promote its classes and facilities.

Strategy: ARD will set up and staff a booth at all appropriate Community Events using set-up procedures as explained in the Marketing Procedures and Guidelines section of this document.

*DATE: On-going BY: Recreation Services Manager & Customer Service/Marketing Manager*



**Party in the Park 2012**



## Marketing Procedures and Guidelines

The following is a list of Procedures, Guidelines and internal Policies that should be followed whenever marketing, promotional or advertising material is created and sent to the public.

### Advertisements

- 1) All advertisements must be approved by the Customer Service/Marketing Manager. The purpose of this policy to create uniformity in our message and to make sure that ARD is using its advertising budget efficiently by not overlapping.
- 2) All advertisements must be proofread by at least three different individuals. All advertisements should be proofread for content, dates, times, spelling and grammar.
- 3) All advertisements must include the ARD logo.
- 4) All advertisements should include the "Parks Make Life Better" logo or slogan, when appropriate.

### Events

Set-up and operation of ARD booths at community events should follow these procedures:

- 1) An ARD banner or large sign should be prominently placed at the booth.
- 2) Use the new large coroplast photo boards as appropriate.
- 3) Flyers and activity guides should be nicely displayed at the booth.
- 4) Staff should consult with the Recreation Services Manager and/or the Customer Service Manager to find out what programs and services to promote at each event.
- 5) Staff and/or Board Members working these booths should wear ARD apparel and name tags. Name badges, using lanyards and card type holders will be created. Blank cards will also be created and kept in the "event box".

### Chipper mascot guidelines

- 1) The safety of the person in the Chipper costume comes first. Heat will always be an issue and should be closely monitored.
- 2) Chipper should never work for more than an 20 minutes in warm/hot weather; shorter periods may be needed in extreme heat.
- 3) Cold water should always be readily available for Chipper.
- 4) Chipper does not talk. He communicates with gestures. Chipper should always be enthusiastic and excited to see the kids (and adults).
- 5) In most cases, Chipper needs a Handler when out in public.
- 6) The Handler's responsibilities:
  - a. Make sure people are not abusing Chipper
  - b. Monitoring the amount of time person is in costume
  - c. Getting Chipper out of a crowd when a break is needed

- d. Talking up ARD programs/etc.
- e. Being the speaker for Chipper (Chipper does not talk)
- 7) The Chipper costume must be properly stored when finished
- 8) Chipper can hug – hands must be at the upper body at all times. High fives are also good.
- 9) Chipper should not be distracting when someone is speaking to a crowd, during the National Anthem, etc.
- 10) The public should not see Chipper change/remove parts of his costume.
- 11) The Chipper costume is not for personal use.

#### Programming

- 1) The following timeline has been established for the date of final class/program information submittals:

<u>Activity Guide in mail boxes NLT</u>	<u>Need new Information by :</u>
January 1	October 1
May 1	February 1
September 1	June 1

- 2) The cover photo of the Activity Guide should be of classes or programs offered by ARD. Preferably, these photos should be taken at an ARD class or program.
- 3) Instructors will approve in writing the information regarding their specific class. Unapproved classes may lead to non-inclusion in the upcoming Activity Guide.
- 4) ARD will be less tolerant of perpetually cancelled classes. In most cases, ARD will terminate any program that cancels two consecutive classes or cancels more than 50% of its classes in a one-year time period. Exceptions may be made upon review and recommendation from the Recreation Services Manager.

#### Youth Services

- 1) ARD's Youth Services state license number should be included in all advertisements and brochures when appropriate.

#### ARD Web-Site

- 1) All modifications to the ARD web-site must be reviewed by the Customer Service/Marketing Manager and/or the Recreation Services Manager.

**SECTION 13.0**

**ITEM: CORRESPONDENCE/COMMUNICATIONS AND INFORMATIONAL**

1. Correspondence and response from John Renning regarding the CVCC kitchen refrigerator.
2. Correspondence from Placer Sportsmen Inc. regarding the Annual Kid's Fishing Derby.

August 13, 2013

Kahl Muscott  
Auburn Recreation District  
471 Maidu Dr  
Auburn, CA 95603

Dear Mr. Muscott:

I would like to bring to ARD's attention the power use of the refrigerator in the Canyon View Community Center on Maidu Drive.

The refrigerator is a True T-49, made by True Food Service Equipment, Inc. It is a large commercial-use type refrigerator. It has a capacity of 49 cubic feet. When operating, the refrigerator uses approximately 1000 watts of energy. I have attached the energy calculations for this refrigerator to this letter. The energy costs of this refrigerator are approximately \$100 per month or \$1200 per year. This is based on the PG&E electricity rate for residential use of \$0.1323 per kilowatthour. I don't know what rate is charged ARD but it is probably similar.

The reason that I am bringing this matter to ARD's attention is that this refrigerator is almost always empty. I understand that the refrigerator is used by the group that holds church services in the building on Sundays. But other than that use and the occasional use by groups that have lunches at the building, the refrigerator is always empty. There are other small refrigerators in the building that building staff use for their lunches.

The cost figures for the refrigerator assume that it is running all the time. From my observations this assumption is accurate. Just as I have observed that the refrigerator is always empty, it is always running. That the refrigerator is always running may be in large part due to it being always empty. Information from appliance manufacturers and power companies note that, "An empty refrigerator or freezer must run more to maintain temperatures low enough to satisfy the temperature control and turn the compressor off. A freezer should be at least 3/4 full to maintain proper temperatures and reduce [run] time." (<http://www.geappliances.com>)

Another consideration, particularly at this time of year, is that the refrigerator is essentially operating as a 1000 watt space heater. If you go into the room where the refrigerator is, it is easy to note that it is significantly warmer than other parts of the building. Therefore in addition to the energy costs of operating an empty refrigerator, ARD is also incurring the cost of operating the building's air conditioning system to cool down the effects of a 1000 watt space heater. In the wintertime the effects of the operation of an empty refrigerator could be considered a benefit to keeping the building warm, but it is certainly not a benefit in the summertime.

It appears there are several options:

1. You could do nothing. You will have a refrigerator that is available at all times at a cost of about \$1200 year, with some additional cooling costs due to the effect the refrigerator has on the building's air conditioning. The refrigerator will probably continue to be empty most of the time.

2. You could fill the refrigerator up with something. In other situations like this empty or under used refrigerators are filled up with bottles of water. This allows the refrigerator to operate more efficiently with lower operation costs. How much might be saved is unknown. However when the refrigerator is used to store food in its apparent present use of one day per week, the bottles of water would have to be dealt with.

3. You could turn the refrigerator off when it not being used and turn it back on when it is needed. As it appears the refrigerator is used only one day a week on a regular basis and occasionally at other times, turning it off and on would require some scheduling but that would be simple to do. By doing this you could save potentially six-sevenths of the cost of operating the refrigerator all the time, though there are some inefficiencies associated with cooling the refrigerator down from room temperature when it is turned on.

4. You could replace the 49 cubic foot refrigerator with a smaller one that might be sized more appropriately for its intended use. However, I am not sure what the intended use of this refrigerator is as it is always empty. A smaller refrigerator would have lower operation costs.

I realize that twelve hundred dollars per year is small change in light of ARD's budget of approximately three million dollars per year. But twelve hundred dollars is twelve hundred dollars.

If you need to contact me regarding this matter, my address and telephone number are below. Thank you for your attention.

Sincerely,

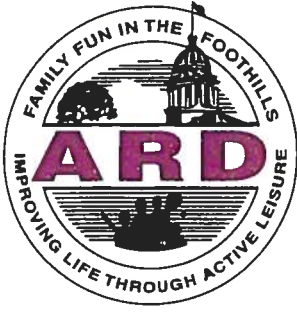


John Renning  
229 Katherine Way  
Auburn, CA 95603  
889-2484  
johnrenning@sbcglobal.net

Attachment: Energy Costs of a True Model T-49 Refrigerator

cc: Gordon Ainsleigh, Jim Ferris, Jim Gray, Scott Holbrook, Curtis Smith

Energy Use - True Model T-49 Refrigerator			
HP	Voltage	Amps	Watts*
0.5	115/60/1	9.1	1046.5
Power use per day**			
1046.5 watts x 24 hours =		25116 Watt-hours	
1.0465 kilowatts x 24 hours =		25.116 Kilowatt-hours (kwh)	
PG&E Electricity Rate			
0.1323 Dollars/kwh***			
Power Use Per Month and Year		Power Cost Per Month and Year	
25.116 kwh x 30 days =		753.48 kwh per month	753.48 kwh x \$0.1323 = \$99.69 per month
25.116 kwh x 365 days =		9167.34 kwh per year	9167.34 kwh x \$0.1323 = \$1,212.84 per year
*Watts = Voltage x Amps			
**Watts x 24 hours			
*** This is the residential rate. It can vary for various reasons. The commercial rate is higher but it can vary also.			



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## AUBURN AREA RECREATION AND PARK DISTRICT

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August 23, 2013

John Renning  
229 Katherine Way  
Auburn, CA 95603

Dear John,

Thank you for your letter of August 3, 2013 re: the commercial refrigerator at the Canyon View Community Center. You make some very good points in the letter, and more importantly, present some solutions to the issue.

Staff with the Auburn Area Recreation and Park District (ARD) are investigating the best way for us to reduce our energy costs. At this point, we are leaning toward placing a small refrigerator in the kitchen for daily use. The large, commercial refrigerator will be unplugged and only be used for rentals and/or special events.

Once again, thank you for your informative and helpful letter.

Sincerely,

Kahl Muscott  
District Administrator

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PLACER  
SPORTSMEN  
INC.  
P.O. Box 4862



AUBURN  
CALIFORNIA

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95604

July 1, 2013

Larry Gray  
Facilities & Grounds Operations Manager  
Auburn Recreation district (ARD)  
123 Recreation Drive  
Auburn, CA 95603

RE: Kid's Fish Derby

Dear Mr. Gray:

This year the 66<sup>th</sup> Annual Kid's Fish Derby was held on Saturday, April 27, 2013, with a participation of approximately 350 kids. On behalf of the officers and members of Placer Sportsmen, Inc. and the youth of our communities, I would like to express our heartfelt thanks for the donation of your facilities for the Buck Stew and The Kids Fish Derby & their families, which greatly assisted Placer Sportsmen, Inc. in hosting this important event. For your information, other organizations committed their resources in making this day a great day for the kids. That included Auburn Trophy, Nor Cal, Big Mack Charters (donated fish trips on Lake Tahoe), The CA Highway Patrol (bbq hot dogs), ARD (Auburn Recreation District), Native Sons of the Golden West, Sportsmen's Warehouse, Pepsi and individuals who donated prizes for the kids.

The cost of the fish this year was \$3,962.35, which was more than last year due to cost increase and less fish purchased. Without the donations received to defray the cost of the fish, and other expenses, the kids would not have had all the amenities provided. Your involvement, since the beginning, in supporting our youth is so important.

It was an exciting day for all, and lessons learned from all the members of the Placer Sportsmen, Inc., and other volunteers, regarding sportsmanship, fishing etiquettes, etc. were well worth the time donated.

Thank you again for your support and the encouragement that was passed on to all involved in such a wonderful event.

Sincerely,

John DeMello  
President  
Placer Sportsmen, Inc.



**BEST OF THE BEST WINNERS 2013**



Accountant.....	Jimmy Louis, C.P.A.	County Supervisor.....	Jim Holmes
Alternative Medicine.....	Bukovina Naturopathic Medicine Auburn Naturopathic Medicine	Crafts or Fabrics.....	Auburn Needleworks
Antique Store.....	Whistle Stop Junk Shop	Credit Union.....	The Golden 1 Credit Union
Appliance Store.....	Sears	Customer Service.....	AAMCO Transmissions
Art Gallery.....	Old Town Art Gallery	Day Care.....	The Kid's Place
Asian Restaurant.....	Twin Dragon	Day Spa.....	Visions Salon & Spa
Assisted Living.....	Oakwood Village	Deli.....	Max's Deli
Attorney.....	Ashford and Strasser	Dentist.....	Teresa Isbell, D.D.S
Auburn Community Event.....	Party in the Park	Dermatologist.....	Allison McCormick, M.D.
Auto Body Shop.....	Auburn Body Shop	Dessert.....	Max's of Auburn
Auto Detailing.....	Auburn Auto Detail	Doctor.....	Russell Tweet, M.D.
Auto Mechanic.....	Scott Chiaratti of The Master Technicians	Drug Store.....	Auburn Drug Company
Auto Parts Store.....	Riebes Auto Parts	Dry Cleaner.....	Elm Dry Cleaners
Auto Repair-Dealership.....	Magnussen's Auburn Toyota	Electrician.....	Jack Knight Electric
Auto Repair-Independent.....	The Master Technicians, Inc.	Engineer.....	Carl Anderson, P.E.
Bakery.....	Hilda's Bakery	Esthetician.....	Tami Zenoble, Essential Spirit
Barber Shop.....	Rico's Barber Shop	Fast Food.....	Taco Tree
Bartender.....	Pete Aroz at Pistol Pete's	Financial Advisor.....	David P. McHugh, Edward Jones
BBQ.....	Bam Dazy BBQ	Firefighter.....	Tom Carlisle
Beauty Salon.....	Brix The Salon	Fireplace or Stove Store.....	Icon Hearth & Home
Beauty Supply.....	Sally's Beauty Supply	Florist.....	Bryan's Auburn Florist
Best Entertainer or Band.....	A - Train	Funeral Home.....	Lassila Funeral Chapels
Bicycle Shop.....	Victory Velo	Furniture or Mattress Store.....	The Sleep Shop
Bookkeeping or Payroll Services.....	California Payroll Concepts	Gas Station.....	Flyers
Breakfast.....	Katrina's Cafe	Gift Shop.....	Wildflower
Building Contractor.....	Sinclair Concrete	Golf Course.....	The Ridge Golf Club
Building Supplies or Lumber.....	Home Depot	Grocery Store.....	Raley's
Butcher Shop.....	Longhorn Meats	Gutter or Leaf Protection.....	Byer's Leaf Guard
Car Stereo Store.....	Auburn Car Tunes	Gym.....	Auburn Racquet & Fitness Club
Car Wash.....	Cruisers Classic Car Wash	Hair Stylist.....	Shemain Mullenix, Ultimate Beauty
Carpet Cleaning.....	Sunshine Service	Hamburgers.....	In-N-Out
Carpet or Flooring Store.....	Abbey Floors & More	Handyman.....	Tom Hennessy, HandyDad
Catering.....	Penguin's Catering	Hardware Store.....	Auburn True Value
Cellular Store.....	AT&T	Hearing Services.....	Placer Speech & Hearing
Children Consignment Store.....	Loved Again Children's Boutique	Heating or Air.....	Maki Heating & Air Conditioning, Inc.
Chiropractor.....	Glenn Barney, D.C.	Hot Dog.....	Wiener Works
Church.....	Bayside of Auburn	Hotel or Lodging.....	Holiday Inn
City Council Member.....	Mike Holmes	House Cleaning Service.....	Leslie's Cleaning Services
Clothing Store.....	Ross	Ice Cream or Frozen Yogurt.....	Tango Frozen Yogurt
Coffee House.....	Depoe Bay Coffee Company	In-Home Health Care.....	Help at Home Senior Care
Community Bank.....	Community 1st Bank	Insurance Agent.....	Ralph Smith, State Farm Insurance
Company to work for.....	Huber Property Management, Inc.	Insurance Company.....	State Farm Insurance
Computer or Software.....	Best Buy	Interior Designer.....	Molly Korb
Consignment Store.....	Chic Boutique	Investment Company.....	Edward Jones Investments
Counselor or Therapist.....	Merrill Powers, LCSW	Italian Restaurant.....	Strings Italian Café
		Jewelry Store.....	Roper's Jewelers

**BEST OF THE BEST WINNERS 2013**

Kitchen Design or Countertops.....	Home Depot	Restaurant.....	Dingus McGee's
Landscaping Business.....	Charis Landscape & Design	Roofing Company.....	Rose Roofing
Law Enforcement Official.....	Sheriff Ed Bonner	Salad.....	The Big Salad Shop
Lawn or Garden Service.....	Clean Cut Landscape, Inc.	Sandwich.....	Mr Pickle's Sandwich Shop
Liquor Store.....	Liquor Outlet	School.....	Placer High School
Local Web Site.....	Bringoffer.com	School Teacher.....	Becky Lopez-King , Rock Creek Elem.
Lunch.....	Awful Annie's	Seafood.....	Pelican's Roost
Makeup Artist.....	Jessica Alexander	Senior Care Home.....	Auburn Oaks Care Center
Martial Arts.....	Auburn Martial Arts & Fitness	Shoe Store.....	The Footpath
Massage.....	Red Foot Lantern Reflexology	Shopping Center.....	Auburn Town Center
Massage Therapist.....	Michelle Ursino	Sign Dancer.....	Mr Pickle
Medical Facility.....	Sutter Auburn Faith Hospital	Sign Shop.....	Uptown Signs
Mexican Restaurant.....	Cafe Delicias	Smog Service.....	California Smog
Mortgage Company.....	MLS Mortgage	Solar Company.....	RT Solar
Motorcycles Sales or Service.....	C&E Auburn V- Twin, Inc.	Storage Facility.....	Quartz Drive Self Storage
Nail Salon.....	Brix The Salon	Sushi.....	Hanami Sushi
National Bank.....	Wells Fargo	Tack & Feed.....	Echo Valley Ranch, Inc.
New Car Dealer.....	Auburn Honda	Tailoring or Alterations.....	Alterations by Melodey
Nightclub or Bar.....	The Club Car Bar & Restaurant	Tanning Salon.....	California Tan
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# Auburn Journal

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Friday Jul 26 2013 | 0 comments

## Auburn parks budget stable after years of decline

Administration optimistic about fiscal future

By: Andrew Westrope, Staff Writer



Following a severe decline in revenue over the past several years, the Auburn Area Recreation and Park District's financial picture has begun to turn around.

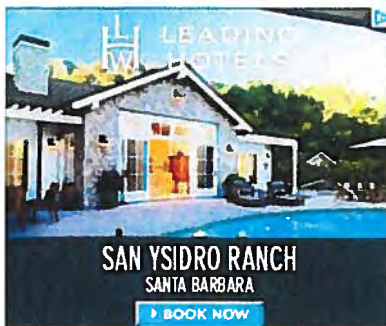
The ARD board approved a \$4.07 million budget in March for the 2013–2014 fiscal year, but it expects the final figure will be somewhat larger. Based on a [financial report](#) at Thursday's meeting, the district is on course to maintain a 2–3 percent revenue increase over 2012.



"This year, we budgeted for a flat line but we're expecting to get three percent, we would hope," said District Administrator Kahl Muscott. "We budget very conservatively, at least since I've been here."

Muscott said ARD's projected revenue this year is higher than expenditures, which has typically been the case, even when severe budget cuts were necessary to make it so.

"For the most part, our revenues are always higher than expenditures," he said. "We usually end the year with a surplus, and that surplus generally gets put into our reserves. The board goes through and decides which reserve it goes into, but we have four basic reserve accounts we



put money into."

Annual fiscal reports show the district lost 30 percent of its tax revenue from 2008 to 2012, which annually constitutes about 65 percent of ARD's total income. The other 35 percent comes from fees for classes, rentals, camps and other sources, and with only minor fee increases due to rising program costs in recent years, Muscott said, a turnaround in tax revenue would be a much-needed bump in funding.

He said the district's year-to-date financial figures in June were on par with those optimistic expectations, and though the district has no major projects in the works for 2013–14, it has a few within the next five. The board received documents from Pacific Gas & Electric regarding properties it recently acquired in Christian Valley and on Bell Road, the latter of which may eventually be developed into a park.

Keywords:

Auburn Area Recreation and Park District Budget Kahl Muscott Board Meeting

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The Auburn Area Recreation District is set to host the second annual Gold Pan Ukulele Festival at the Canyon View Community Center.

AUBURN, CA (MPG) - It's back! Ukulele fans will be glad to know the 2nd Annual Gold Pan Ukulele Festival is coming to town on Saturday, August 17. The Auburn Area Recreation district will be hosting the event at the Canyon View Community Center, 471 Maidu Drive. The event lasts from 10 am to 6 pm.

Among the presenters will be historian Dan Scanlan of Nevada City, who taught the instrument to folk musicians in Portugal and who currently leads the Strum Bums out of Grass Valley. Also attending will be music therapist Michelle Kiba; Andy Andrews - co-founder of the Santa Cruz Ukulele Club; and Stu Herreid, co-owner of The Strum Shop in Roseville.

Admission price is \$30, \$50 for couples, and includes lunch. Children under 12 are admitted free with a \$5 lunch charge.

For more information and a registration form, visit the festival website at [AuburnRec.com](http://AuburnRec.com) under Events.

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# Auburn Named Dog-Friendly City

By Leona Reber

AUBURN, CA (MPG) — I think most of us knew it already, but now it is official. Auburn has been named a Dog Friendly City by [dogfriendly.com](http://dogfriendly.com), a site which lists cities all over the nation that excel in welcoming you and your canine companion.

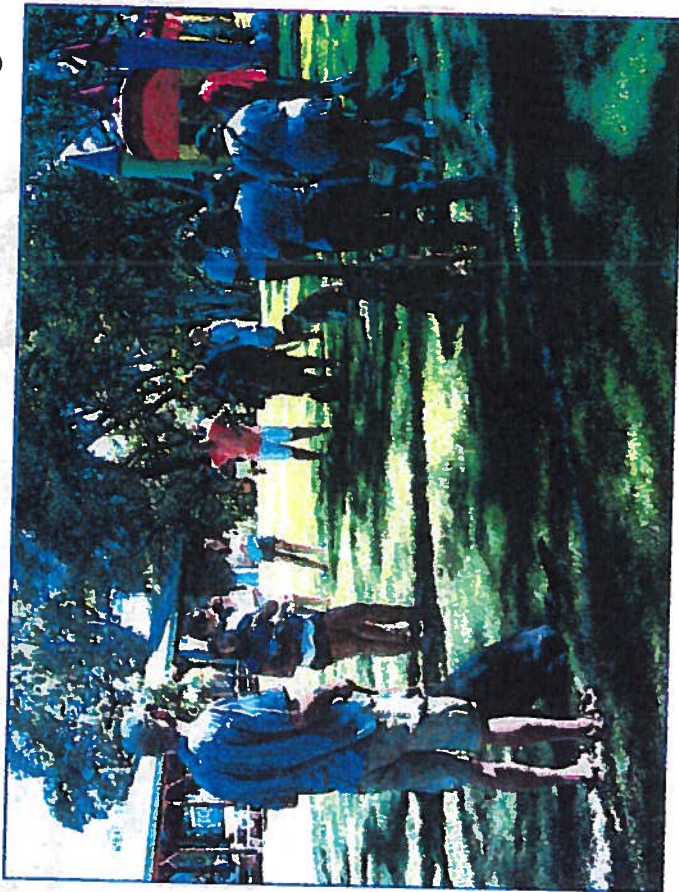
According to the website, our area boasts 15 hotel/motels, 6 campgrounds, and 11 restaurants with outdoor dining where Fido can accompany his master or mistress.

On July 13 Auburn Parks and Rec invited dogs and dog owners for a day of play at Recreation Park. The inaugural Happy Tails event offered 4 hours of fun including: a Doggy Rally Course, Speed Trap, Costume Contest, Musical Dog Sit, Nordixx Dog Walking, Paw Printing, vendors, various demonstrations and several performances by D&D K-9 Concepts — a circus-style act with lovable mutts doing crazy things. More than 100 dogs of all breeds showed up to join in the fun.

There are 3 parks in the area that welcome dogs, but only 1 that is an off-leash dog park. Hidden Falls at 7587 Mears Place and Christian Valley Park at Dry Creek Road and Dry Creek specify that dogs must be on leash, but Ashley Memorial Dog Park which is located at

1601 Auburn Ravine Rd. in a quite neighborhood, allows your four-legged friends to romp sans leash. It features a double gated entry so owners can remove leashes before entering the main play areas without fear of having their dog slip away. There are 2 fenced dog play areas (one for small and one for large dogs), splash pond and waterfall, agility play areas, and lots of shady benches and picnic tables, bright red fire hydrants, as well as a beautiful metal sculpture, Big Guy, Little Guy, which was created by Bill and Susan Santos. Poop bags and disposal containers are conveniently located throughout the park. Tennis balls and Frisbees can usually be found awaiting play. Many more features are in the planning stages. Adjacent Ashford Park also has a year-round creek, toddler's playground, barbeques, and a duck pond.

Ashlyn Ruffner, who grew up in Auburn but now resides in Oregon, brought her Golden Doodle, Porter, to the park. She was quite impressed with all of the amenities offered. "It's better than anything we have at home," she said. "I come here every time we are in town. There are no low bushes where he can pick up ticks, and always plenty of water for him to cool off on hot days. The lush grass is really a plus too. So many parks are packed dirt and filled with dust."



Several rousing games of Musical Dog Sit were enjoyed during the inaugural Happy Tails play day. Photo courtesy of Auburn Parks and Recreation.

Ken Stewart considers himself a local though he lives in Cool. "I'm on my lunch hour," he commented. "Bear (his dog) loves it here and we come over frequently to enjoy the sunshine and fresh air."

Ashley Dog Park is open dawn to dusk every day except for Wednesday

mornings. From 7-9 maintenance is accomplished by volunteers. Rainy weather can close it however. If you are unsure, call the hotline at: (530) 885-8461 X3 to check on availability. There is no fee to enter the park, but donations are welcomed.

[www.PlacerSentinel.com](http://www.PlacerSentinel.com)

# Auburn Journal




NEWS SPORTS LIVING OPINION MULTIMEDIA CALENDAR OBITUARIES CLASSIFIEDS

Tuesday Aug 20 2013 | 4 comments

## Culinary cruisers to converge in Auburn for Food Truck Fiesta

Event at Recreation Park will raise money for Auburn bike park

By: Paul Cambra, Features Editor



Between television's The Great Food Truck Race and the Auburn City Council's downtown food truck erase, you'd think we'd be fed up with the fad by now.

But no, we're still queuing up to be fed by these gastronomical gas guzzlers that are remaking an industry once relegated to construction sites [and business parks](#).

That's right, these aren't your father's food trucks. These are owned by guys like Papa Dale, who serves old-school comfort food with a modernist twist.

"He does farm-to-truck," said Catherine Enfield of Foodmob, a gourmet food truck association. "He cooks all of his meats by the sous vide method. It makes everything much more flavorful and tender."

And then there's the California Love Truck, which offers Mexican-Asian fusion food.

"My personal favorite is their carnitas fries," Enfield said.

If that sounds yummy, you may want to peruse the menu of New Bite Catering, whose foray into fry meals has thus far produced everything from breakfast fries to [cinnamon](#) spice fries.

And then there's the Bacon Mania Truck: Needless to say, all dishes have some form of bacon in them.

"How can you go wrong with anything called Bacon Mania?" asked Kahl Muscott, district administrator for Auburn Area Recreation and Park District (ARD).

Muscott and his colleagues at ARD have arranged for these food trucks and more to converge on Recreation Park this Friday for Auburn's first-ever Food Truck Fiesta.

"I've heard good buzz about it, we are hoping it takes off," Muscott said. "It's Friday evening. Come by after work or after [soccer](#) practice. You're already out, stop on by."

Judging by the way recent events involving organizations like Foodmob and SactoMofo have



### Food Truck Fiesta

When: 5-9 p.m. Friday

Where: Recreation Park, 123

Recreation Drive, Auburn

Info: (530) 885-8461

Proceeds benefit Auburn Bike Park.

Live music with Uncle Junior and King Bee.

Beer Garden courtesy of Auburn Ale House.

Wines by Vina Castellano and Wise Villa Winery.

### The lineup:

- Bacon Mania Truck
- Bam Dazy BBQ
- California Love Truck
- Dave's Dawgs
- New Bite Catering
- OMG! Yogurt
- OMG Burger
- Papa Dale's

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gone, you can expect a crowd on Friday. A hungry crowd.

"Being the kind of guy I am, I'm probably going to support at least three of them," said ARD board member Scott Holbrook. "I am excited to [participate](#) in this. The concept is great, I don't think food trucks should be competing head-to-head with brick-and-mortars, but special events like this are great."

Holbrook said that when ARD puts on an event, it always tries to raise money for a good cause. Proceeds from the Food Truck Fiesta will go toward a bike park and pump track.

"It's a good way to involve the bike community," he said. "You get the resource of those passionate about the bike park. They bring their organizational skills and energy, and we all work together to get the word out."

Home Depot is building an obstacle track for bicycle [demo](#) events. The Auburn Alehouse will provide beer and the staff to pour it. There will be local wine from Wise Villa Winery and Vina Castellano. All of the vendors will be donating at least a portion of their proceeds to the bike park fund. The Uncle Junior band, from Grass Valley, will entertain with some funk-soul-rock music,

and King Bee will play Texas blues.

So if you want to watch some two-wheeled trickery while munching on some four-wheel-fueled cuisines, the Food Truck Fiesta is the place to be. And if all goes well, they just might make a return trip.

"We love coming up into Placer County," Enfield said. "But some of these trucks have trouble making it up the hill. Some of them are used or old and have issues. Some are constantly breaking down. So keep your fingers crossed they all make it up on time."

**Keywords:**

Food Truck Fiesta foodmob Bacon Mania Truck Bam Dazy BBQ California Love Truck Dave's Dawgs New Bite Catering OMG! Yogurt OMG Burger Papa Dale's Drivin' Diner

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