

RESOLUTION NUMBER 2018-17

A RESOLUTION OF THE GOVERNING BOARD OF DIRECTORS OF THE AUBURN AREA RECREATION AND PARK DISTRICT APPROVING A NOTICE OF CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) THE OPERATIONAL AND DEVELOPMENT PLAN (PLAN) AS REQUIRED BY THE AGREEMENT WITH THE UNITED STATES BUREAU OF RECLAMATION AND APPROVING THE SAME PLAN

WHEREAS, The Auburn Area Recreation and Park District (ARD) entered in to a Management Agreement with the United States Bureau of Reclamation (Reclamation) for management of certain Auburn Project lands in and near the City of Auburn, California, and

WHEREAS, the Management Agreement required ARD to complete an Operation and Development Plan, and

WHEREAS, the purpose of the Operation and Development Plan is to provide a conceptual level planning report for potential future facilities and improvements to the properties and the structures located at Railhead Park, Overlook Park and the Canyon View Community Center/Maidu Drive property and to identify routine maintenance of existing facilities, and

WHEREAS, the Operation and Development Plan does not commit ARD to implementing the conceptual projects described in the Plan and that maintenance practices are ongoing and the Operation and Development Plan serves to standardize and document those existing practices to provide a shared understanding and agreement between the Bureau of Reclamation and ARD, and

WHEREAS, the conceptual projects included in the Operation and Development Plan have been identified through a public outreach and visioning process that considered the input of the population within ARD's boundaries, and the Operation and Development Plan would be updated every five years to reflect ongoing public outreach efforts, and

WHEREAS, Reclamation has approved the Operation and Development Plan and has approved a Categorical Exclusion from the National Environmental Policy Act (NEPA) and has completed a Categorical Exclusion Checklist for the Operation and Development Plan; and

WHEREAS, the Operation and Development Plan defines operation and maintenance activities for existing facilities and provides only conceptual plans that reflect the results of public input at the time the Plan was prepared and is therefore exempt from CEQA under Sections 15301 (existing facilities) and 15262 (planning and feasibility studies) of the CEQA Guidelines;

NOW, THEREFORE BE IT RESOLVED that the Auburn Area Recreation and Park District Board of Directors approves the Operation and Development Plan as required by the Management Agreement between ARD and Reclamation and is approving a Notice of Exemption from CEQA for the same Operation and Development Agreement.

APPROVED, PASSED, AND ADOPTED ON ____2018 by the following roll call vote:

Ayes:

Noes:

Absent:

Abstain:



United States Department of the Interior

BUREAU OF RECLAMATION
Mid-Pacific Region
Central California Area Office
7794 Folsom Dam Road
Folsom, CA 95630-1799

IN REPLY REFER TO:

CC-410B
LND-8.00

JUN 25 2018



Mr. Kahl Muscott
District Administrator
Auburn Area Recreation and Park District
471 Maidu Drive
Auburn, California 95603-5774

Subject: Operation and Development Plan (Plan) for Auburn Area Recreation and Park District (ARD), Auburn, California

Dear Mr. Muscott:

This letter is in response to the Plan that has been prepared as required by Contract Number 00-LC-20-7281, Management Agreement (Agreement) dated February 3, 2000, and submitted to the Bureau of Reclamation's Central California Area Office (CCAO) for review and approval. The Plan is submitted by the ARD for lands managed in and near Auburn, California.

This Plan is approved, based upon our review of information submitted by ARD. Our Agreement requires further review every 5 years. As an administrative action, no ground disturbance action is authorized as a result of this approval. No specific projects are approved to be constructed without separate environmental analysis and approval of those projects noted in the Plan. Please coordinate further environmental reviews and approvals for any projects which may be proposed for construction in the future through CCAO.

We appreciate your cooperation with our staff in reviewing and reporting on plans for operations and developments on Reclamation lands. If you have any questions or require further assistance, please contact Mr. Emmett Cartier at 916-537-7082 or e-mail ecartier@usbr.gov.

Sincerely,

Drew F. Lessard
Area Manager

9. This action would have significant impacts on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have significant impacts on designated critical habitat for these species (43 CFR 46.215(h)). No Uncertain Yes
10. This action would violate a Federal, tribal, State, or local law or requirement imposed for protection of the environment (43 CFR 46.215 (i)). No Uncertain Yes
11. This action would affect ITAs (512 DM 2, Policy Memorandum dated December 15, 1993). No Uncertain Yes
12. This action would have a disproportionately high and adverse effect on low income or minority populations (EO 12898) (43 CFR 46.215 (j)). No Uncertain Yes
13. This action would limit access to, and ceremonial use of, Indian sacred sites on Federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (EO 13007, 43 CFR 46.215 (k), and 512 DM 3)). No Uncertain Yes
14. This action would contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act, EO 13112, and 43 CFR 46.215 (l)). No Uncertain Yes

Regional Archeologist concurred with Item 8 (**memo attached**).

ITA Designee concurred with Item 11 (**memo attached**).

Special Considerations

Site visits were conducted on numerous occasions including January 28, 2018. The California Natural Diversity Database Rarefind and U.S. Fish and Wildlife Service's Information, Planning, and Conservation System (IPaC) databases were generated for informational purposes. The search created a list of 4 listed endangered species (3 federal, 2 state by CNDDDB; 7 federal by IPaC) and 10 migratory birds that may occur or could potentially occur within the project location. None of the listed species are known to occur within the project area. California Natural Diversity Database results do not identify listed species present within the project area. Probability of presence was summarized for migratory birds in IPaC. Reclamation has determined that this action would have no effect on Federal or State endangered, threatened, or listed species or designated critical habitat.

CULTURAL RESOURCES COMPLIANCE
Division of Environmental Affairs
Cultural Resources Branch (MP-153)

MP-153 Tracking Number: 18-CCAO-113

Project Name: Approval of ARD Operation and Development Plan

NEPA Document: CCAO-CEC-1813

NEPA Contact: Sarah Perrin, Natural Resources Specialist

MP 153 Cultural Resources Reviewer: Gary Scholze, Archaeologist



Date: June 13, 2018

The Bureau of Reclamation proposes to adopt an Operation and Development Plan (O&D Plan) by the Auburn Area Recreation and Park District (also known as Auburn Recreation District, or ARD). ARD identifies prospective conceptual plans, operations and maintenance required to fulfill the intent of the February 3, 2000 Management Agreement (Contract 00-LC-20-7281) project within Auburn Project lands in and near the City of Auburn, California. This project is to implement the purposes of the O&D Plan, which includes providing a conceptual planning report for Railhead Park, Overlook Park, and the Canyon View Community Center for improvements and maintenance during the life of the Management Agreement and to identify routine operation, maintenance, rehabilitation and replacement of existing facilities. The O&D Plan is only a planning document and will not be used for implementation. Further environmental review and approval will be conducted for any identified projects and/or actions.

Reclamation determined the proposed action constitutes a Federal undertaking, as defined at 36 CFR § 800.16(y), that has no potential to cause effects on historic properties pursuant to 36 CFR § 800.3(a)(1). As such, Reclamation has no further obligations under Title 54 U.S.C. 306108, commonly known as Section 106 of the National Historic Preservation Act (NHPA). The proposed action will have no impacts on cultural resources. Based on analysis of the project activities, I concur with Item 8 in CEC-1813 that the proposed action would have no significant impacts on properties listed, or eligible for listing on the National Register of Historic Places.

This document conveys the completion of the NHPA Section 106 process and cultural resources review for this undertaking. Please retain a copy in the administrative record for this action. Should the proposed action change, additional NHPA Section 106 review, possibly including consultation with the California State Historic Preservation Officer, may be necessary.

Indian Trust Assets (ITA) Request Form
(Mid-Pacific [MP] Region)

Submit your request to your office's ITA designee Ms. Sarah Perrin at sperrin@usbr.gov.

Date: June 20, 2018

Requested by (office/program)	CC-414
Fund	18XR0680A4
WBS	RX.08598018.4990000
Fund Cost Center	RR02430000
Region Number (if other than MP)	
Project Name	Auburn Recreation District Operation and Development Plan
Categorical Exclusion Checklist (CEC) or Environmental Assessment (EA) Number	CCAO-CEC-1813
Project Description: (Attach additional sheets if needed and include photos if appropriate.)	Reclamation proposes to approve an Operation and Development Plan (O&D Plan) by Auburn Area Recreation and Park District (also known as Auburn Recreation District, or ARD). ARD identifies prospective conceptual plans, operations and maintenance required to fulfill the intent of the February 3, 2000 Management Agreement (Contract 00-LC-20-7281) project within Auburn Project Lands in and near City of Auburn, California. Reclamation owns title to the lands within the study area, and ARD administers the lands, facilities, and recreation activities there on behalf of Reclamation.
*Project Location (Township, Range, Section, e.g., T12 R5E S10, or Latitude/Longitude coordinates, DD-MM-SS or decimal degrees). Include map(s).	Latitude: 38.87978, Longitude: -121.06901 (Approximate midpoint)

ITA Determination: CCAO-CEC-1813

The closest ITA to the proposed Auburn Recreation District Operation and Development Plan activity is the Auburn, United Auburn Indian Community of the Auburn about 13.19 miles to the southwest (See attached image).

Based on the nature of the planned work it does not appear to be in an area that will impact Indian hunting or fishing resources or water rights nor is the proposed activity on actual Indian lands. It is reasonable to assume that the proposed action will not have any impacts on ITAs.

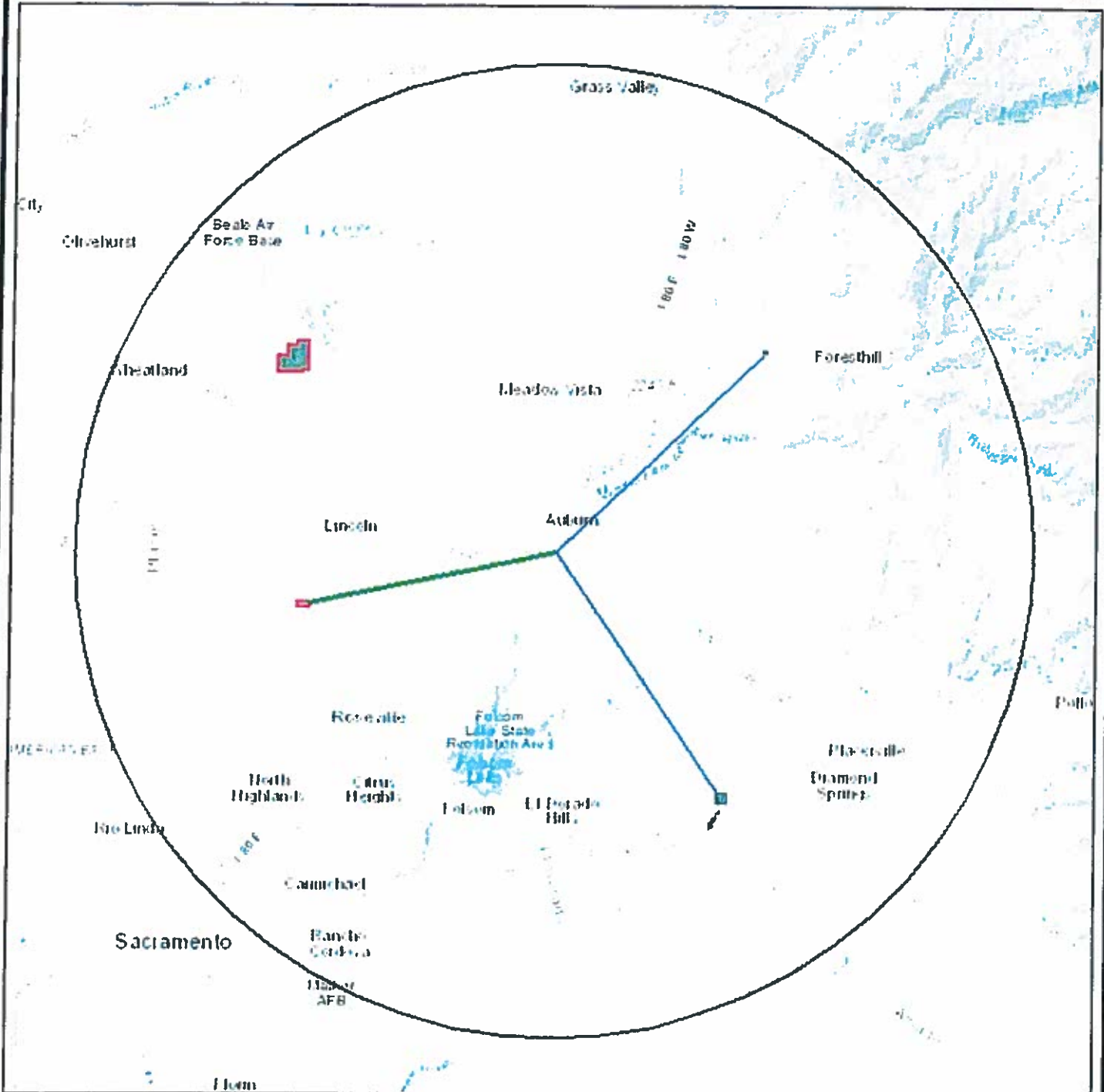
Sarah Perrin
Signature

Sarah Perrin
Printed Name of Approver

20 June 2018
Date

ITA Map CCAO-CEC-1813

RECLAMATION
Managing Water in the West



Native American Lands FL

- PDA
- Rancheria



This map is provided as-is and may contain representations of property boundaries. It is intended for general reference only. None of the parties involved in preparing this map or data contained herein warrant or represent information to be complete and accurate, and cannot be held responsible for errors or omissions.

RECLAMATION
Managing Water in the West



Auburn Area Recreation and Park District Operation and Development Plan

Auburn-Folsom South Unit Project Lands
Placer County, California



U.S. Department of the Interior
Bureau of Reclamation
Central California Area Office

and

Auburn Recreation District

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Auburn Area Recreation and Park District
 Operation and Development Plan
 under Management Agreement with U.S. Bureau of Reclamation

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INTRODUCTION AND BACKGROUND

Overview of ARD:

The Auburn Area Recreation and Park District (ARD) serves an area of about 100 square miles and includes areas of Placer County, the City of Auburn, Meadow Vista, Christian Valley and part of Newcastle with a service area population of approximately 43,000 people. ARD was formed as an independent special district in 1948 under the California Public Resources Code. ARD is governed by a five-member Board of Directors elected at-large whose responsibilities are to govern, through an administrator, the day-to-day operations, management, maintenance of grounds and facilities, new facilities and improvements, and programs and services.

ARD consists of 12 parks with a multitude of recreational facilities for the public to enjoy. There are also neighborhood pocket parks within Auburn that ARD maintains. ARD consists of the following parks:

- Recreation Park (22 acres)
- Regional Park (66 acres)
- Ashford Park (7 acres)
- Railhead Park* (approx. 9 acres developed and 5 undeveloped)
- Overlook Park* (approx. 25 acres)
- Canyon View Community Center* (approx. 38 acres)
- Christian Valley Park (approx. 4 acres)
- Sugar Pine Ridge (Winchester Park) (8 acres)
- Meadow Vista Park (22 acres)
- Mt. Vernon Park (approx.. 2 acres)
- Atwood Park (10.69 acres)
- Placer Hills Park (2 acres)

*** Of the twelve parks ARD operates and maintains, three are located on property of the United States Bureau of Reclamation that ARD manages through a Management Agreement. Total managed property at Railhead, Overlook and Canyon View is about 77 acres.**

ARD parks provide the following amenities for the public:

Recreation Park: 123 Recreation Drive. Community Center with full gymnasium, swimming pool, locker rooms, three baseball fields, shade shelters with barbeques, two playgrounds, walking pathway circuit, picnic facilities, Stella Irving Dance Studio, main maintenance shop, modular classrooms, outdoor fitness equipment, outdoor basketball court, four

- outdoor bocce ball courts, restrooms and parking lots.
1. Ashford Park: Auburn Ravine Road. Ashly Memorial Dog Park, restrooms, shade picnic structure with barbeque, playground, small pond and parking lot.
 2. Regional Park; 3770 Richardson Dr. N. Auburn. Three ball fields, soccer field, three acre pond, walking pathway circuit, disc golf, multiple picnic facilities, outdoor basketball, outdoor sand volleyball, full gymnasium, Lakeside room (classroom with kitchen), amphitheaters, parking lots, maintenance shop, restrooms, playgrounds, pickle ball courts, and open turf areas for casual picnics.
 3. Meadow Vista Park: Meadow Vista Road & Placer Hills Road. Two soccer fields, restrooms, playground, shade picnic shelter, large pond, walking pathway circuit, tennis courts, pickle ball courts, and turf areas for picnics.
 4. Christian Valley Park: Christian Valley Road and Dry Creek Road. Ball field, pre-school and playground with parking.
 5. Placer Hills Pool: 1101 Meadow Lane. Swimming pool, small playfield, restroom, shower, shade shelter, picnicking and parking.
 6. Canyon View Community Center: 471 Maidu Drive. 18,000 square foot building with meeting facilities and classrooms, ARD administrative offices, parking, and trail access.
 7. Overlook Park: Pacific Avenue. Modular meeting space, skate park, event staging area, parking, trail access.
 8. Railhead Park: Pacific Avenue. Restroom, two large soccer fields, parking, picnic areas, large 36' x 36' metal picnic shelter, playground and landscaping, trail access.
 9. Sugar Pine Ridge (Winchester Park): Meadow Vista area. Baseball/soccer field, tennis courts, portable toilets and parking.
 10. Atwood Park: Off Atwood Road. Natural preserve area, small playground and picnic tables.
 11. Mt. Vernon Park: Nevada Street. Pathway through wooded area. No parking.

Relationship with Reclamation

In February of 2000, ARD entered into a Management Agreement (Contract 00-LC-20-7281 dated February 3, 2000) with the U.S. Department of The Interior, Bureau of Reclamation to use property for the purpose of providing recreational facilities. These lands are comprised of approximately 77 acres and are located in three areas, Railhead Park, Overlook Park and the Canyon View Community Center/Maidu Drive area. This is a 25-year agreement with the potential for, but not to exceed, an additional 25 years. The Management Agreement provides ARD non-exclusive rights to construct and/or install, develop, manage, maintain, and operate public recreation facilities on the real property.

Under the Management Agreement, ARD is required to complete an Operations and Development Plan (O&D Plan). The purpose of the O&D Plan is to:

1. Provide a conceptual planning report that does not contain recommendations for action, but

may recommend further study, and; 2. Envision the continuation of existing routine operation, maintenance, rehabilitation, and replacement of existing facilities which may involve a minor change in size, location, and/or operation, maintenance, rehabilitation, and replacement of existing facilities which may involve a minor change in size, location, and/or operation, identifying potential site improvements, new facilities, and maintenance and safety practices. ARD has identified in this O&D Plan potential new facilities and site improvements which give both parties, as well as the public, a vision of how Railhead Park, Overlook Park and the Canyon View Community Center/Maid Drive properties may be improved and maintained during the life of the Management Agreement.

Description of Management Agreement Lands/Project Area

ARD manages three properties under the agreement with Reclamation: Overlook Park, Railhead Park and the Canyon View Community Center/Maidu Drive (CVCC) property. Railhead Park is approximately 14 acres, Overlook Park is approximately 25 acres and the Canyon View Community Center/Maidu Drive Property is approximately 38 acres. Exhibits 1 and 2 in Appendix I for aerial maps depict the project/park areas. Railhead and Overlook Parks are located on Pacific Avenue within the City of Auburn. The CVCC property is located on Maidu Drive which is located within Placer County. Both Overlook Park and CVCC have portions of the Placer County Water Agency (PCWA) canal system running through them. The Boardman Canal is located at Overlook and the Shirland Canal is located on the CVCC Maidu Drive property.

The properties managed by ARD through the Management Agreement share common boundaries with those lands in the Auburn State Recreation Area (ASRA) managed by the California Department of Parks and Recreation (State Parks), however, no overlap of these respective properties occur. Lands under the Management Agreement are included in the planning underway for the General Plan/Resource Management Plan for Auburn Public Lands and Auburn State Recreation Area as associated environmental documentation under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). State Parks and Bureau of Reclamation are the Lead Agencies for their respective roles.

Detailed property descriptions are included in this document below in INVENTORY OF EXISTING FEATURES, CONDITIONS AND USES.

Agency Relationships

As mentioned above, there are three underlying public jurisdictions which may have review authority for these properties within Reclamation lands. Railhead Park and Overlook Park are located within the City of Auburn. Both Overlook Park and CVCC have portions of PCWA Shirland Canal and its associated easement traversing the properties.

Why an Operation and Development Plan

The Auburn Area Recreation and Park District (ARD) entered into a Managing Partner Agreement (MA) No. 00-LC-20-7281 with the United States Department of The Interior, Bureau of Reclamation (Reclamation) executed on February 3, 2000. ARD uses the federal property known as the Auburn Public Lands and includes Railhead Park, Overlook Park and the Canyon View Community Center and surrounding area. The MA provides ARD the non-exclusive rights to construct and/or install, develop, manage, maintain and operate public recreation facilities on the real property in the Railhead Park and Auburn Dam Overlook Areas (Overlook Park and Railhead Park), and the Administration Building site (Canyon View) in accordance with an Operation and Development Plan (Plan). The MA was signed on January 13, 2000 by ARD Board of Directors. It has a term of 25 years.

By agreement and terms stipulated in the MA, and through common goals and interests, ARD and Reclamation desire to work in a joint effort to effect an O&D Plan that supports the missions of both parties and streamlines the process to better serve the public and minimize unnecessary expenditure of funds for administrative and environmental reviews.

The MA requires ARD to create an Operation and Development Plan. ARD commenced work on the Plan in January of 2014. The purpose of the Plan is to provide both Reclamation and ARD with a planning report that does not contain recommendations for action, but may recommend further study, for the next 10 years. The Plan identifies potential projects which Reclamation, ARD and the public can study. This Plan facilitates moving forward with common goals and economy as related to CEQA and Reclamation review approvals. The Plan shall be reviewed and updated every five years in accordance with the MA.

Mission Statement:

The Mission Statement of ARD is as follows:

The mission of the Auburn Area Recreation and Park District is to provide an excellent system of parks, recreation facilities, programs and services that enrich the lives, health and happiness of our citizens.

ARD Policy Guidance:

ARD existing guidance identifies and implements projects under a process outlined by Board policy. The following outline is found in ARD Policy Manual:

“Planning Documents. ARD will establish and/or update three planning documents each Fiscal Year:

1. Capital Improvement Plan: This document provides a list of all construction projects, major repairs, reconstructions or replacement of capital items with an estimated cost of \$25,000 or more. The Capital Improvement Plan should be presented to the Board of Directors for approval by May of each Fiscal Year.

2. **Obsolescence List**: The purpose of this document is to create a list of ARD equipment and facility features, their purchase date, purchase price, and their expected lifespans. This list is then used to plan for expenditures to replace that equipment or facility feature. Items on this list will generally cost more than \$1,000. Changes to the Obsolescence List should be presented to the Board for approval by May of each Fiscal Year.
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.

Capital Improvement Projects (CIP) and Project List:

Each year, ARD goes through a project planning and budget process where the coming fiscal year capital improvements and maintenance projects are identified. This is a review of ARD's Capital Improvement Plan (CIP) list. This list identifies projects that will be considered for implementation in the next five year time period. Each project is assigned an estimated cost and projected fiscal year ARD considers for construction. Up to ten fiscal years are predicted and the CIP is reviewed each year for updating. The extent of projects on the CIP is based upon anticipated available funding including ARD funds, grants or in-kind funding, and County and City Mitigation Funds.

The first fiscal year of the list becomes the annual Project List. This list is vetted through the public hearing process by ARD Board of Directors. This authorizes staff to initiate preliminary planning design and appropriate environmental analysis of all projects. Any changes to the list, once adopted, requires Board action. The Project List serves as a "blueprint" for staff and provides the public with a list of improvements ARD is committed to completing within the current fiscal year. The Project List, Capital Improvement Plan and Obsolescence List are required documents by Board policy as outlined above in this document.

CIP projects are those that are estimated to be over \$25,000 and are required by public contract law to be advertised through the public bid process. In addition to CIP projects, the Project List may include projects staff has identified, or projects that arise during the year that merit implementation due to a number of factors that can include public requests, previously unidentified maintenance projects or previously unidentified capital improvement projects needing resolution.

As mentioned above, the Project List is a document created annually, approved by the Board and includes any project over \$5,000. It is sometimes amended during the year to reflect changes and new projects that arise as described above. In any given year, both the Capital Improvement Plan and the Project List may include projects that impact the lands and facilities leased from Reclamation, and therefore it is possible

that improvements planned for Railhead, Overlook or CVCC must be administered through an advertised public bid process (projects valued at over \$25,000). All projects valued over \$1,000 must be implemented following the State of California Prevailing Wage laws.

Strategic Plan

ARD also has a Strategic Plan that is a planning document providing direction regarding improvements to ARD's physical assets as well as giving direction for improvement and growth in programs that support ARD's services. The most recent Strategic Plan update was approved by ARD Board of Directors in June of 2013. Strategic Plan reviews are conducted by a committee comprised of Board members and ARD staff. The Strategic Plan document contains policy concerning how often other planning documents are updated. For example, and pertaining to this O & D Plan, it is in the Strategic Plan where it is stipulated that the CIP list and the budget projections must be updated annually. This document also contains direction toward the creation of Park Specific Master Plan.

Park Specific Master Plan

The Park Specific Master Plan (PSMP) is an in-house planning tool that is in process at this time. It is a series of documents mapping graphically and describing verbally each individual park's resources. As part of this effort, ARD staff is working to identify a list of potential projects at each park and estimate their costs. Included are projects from the year current CIP list, Project List, Americans Disability Act Transition Plan projects list, suggestions from the public, and various projects ARD would like to implement over the next twenty years. Many of the projects are infrastructure upgrades staff anticipates ARD will need as facilities are aging and may not meet current codes, such as the ADA code. Projects are vetted by staff and a subcommittee of the Board and assigned a priority number. Staff uses this list early in the fiscal year when identifying projects that are appropriate for inclusion in the ten-year CIP list.

How the Operation and Development Plan Is To Be Used:

The Operation and Development Plan shall serve as a planning tool to identify specific recreational development projects that may be implemented on Reclamation leased lands. The Plan shall be the guiding document to describe the public outreach process to assist ARD and Reclamation to identify those recreational opportunities that are needed and of interest to the public. This is consistent with the Mission Statement. The Plan is the foundational document for environmental review for CEQA and NEPA and allows both ARD and Reclamation to identify site specific projects subject to CEQA/NEPA as well as conceptual projects and maintenance methods/practices. This creates an environmental review process which may be conducted at an umbrella level instead of a piecemeal approach that is costly and time consuming. Such an approach provides both parties and the public the opportunity to assess development

programs and maintenance practices with a more defined overall vision and 'roadmap' for how the properties are to be managed and interrelated.

Public Involvement

It was desired by both ARD and Reclamation to engage in a public input process that allows groups and/or individuals an opportunity to voice their desires and concerns regarding existing facilities, proposed projects and identify new projects which should be included in the Plan and be captured under the umbrella CEQA/NEPA process. In April and May of 2014, ARD developed and conducted a public involvement process which included a variety of opportunities to collect information that represented the views and opinions of a diverse constituency. The public outreach program included the following activities:

- Press releases in the Auburn Journal. This included informing the public about the development of the Operation and Development Plan for those lands owned by Reclamation. The press releases included background information about the O & D Plan purpose, the process ARD has adopted to garner public input and publication of dates and meeting locations where the public could provide opinion and voice questions/concerns about both the O&D Plan itself and the process used by ARD. This generated an article in the Auburn Journal (see Exhibit 3, Appendix 1).
- ARD created links on the website home page as well as creating a background page dedicated to the O&D Plan. The website was used to publish drafts of the O&D Plan, publicize public meeting locations, and times of public meetings where citizens could learn about the plan as well as input information, questions and concerns. The website included informal opportunities for ARD residents to relay questions and suggestions regarding the use of the parks and amenities they would like to see incorporated into ARD's park facilities.
- Public input through the public hearing process that includes the monthly Acquisition and Development (A&D) Committee and the Monthly Board of Directors meeting. These were public-noticed meetings where anyone from the public had the opportunity to voice their ideas, questions and concerns before Board members. Meetings times and locations were published on ARD website and at meeting locations.

ARD coordinated and held a series of Focus Groups In April and May of 2014 that included stakeholder groups who were invited to participate. Three Focus Groups were created and each attended two meetings to discuss their interests and concerns. In total, sixteen stakeholder groups were invited to attend the Focus Groups that were divided into three groups, each with a total of twelve participants. Information, concerns, questions and ideas gathered at the Focus Group meetings was then presented to the Board of Directors and again discussed in a public forum.

- Included in the public outreach process were informal discussions with key community leaders and citizens.

Community comment was further encouraged at the Acquisition and Development Committee

and Monthly Board meetings as the O&D Plan was reviewed and discussed.

Document Review and Approval

The O & D Plan document was reviewed and NEPA becomes effective for Reclamation when approved. According to the Management Agreement, Reclamation may review the Periodic Updates. As per the MA, the O & D Plan is to be reviewed and updated on a five-year cycle.

INVENTORY OF EXISTING FEATURES, CONDITIONS AND USES

Overview

In total, leased lands from Reclamation total approximately 77 acres as follows:

- Railhead 14 acres
- Overlook 25 acres
- Canyon View Community Center/Maidu Drive property, 38 acres

Railhead Park is the smallest of the Management Agreement properties with the greatest amount of development. Railhead is constrained on the north by the Union Pacific Railhead, on the south by Pacific Avenue, and to the west by Sacramento Street. Elevation changes at the east end as it rises to Pacific Avenue are not conducive to development into recreational facilities, other than, perhaps, pedestrian connections to Pacific Avenue and east to Overlook Park. However, it has not been perceived as feasible to make pedestrian connection crossing Pacific Avenue due to safety and sight distance constraints. The easterly portion of the park also has dirt road access points that Reclamation has preferred to retain for maintenance and emergency access purposes. Therefore, there is one small remaining area at the east end of the existing soccer fields that has large enough area to be developed into a moderate-sized facility such as a small practice soccer field or pickle ball courts.

Overlook Park is approximately 25 acres with about one-third of it developed. Physical constraints include significant elevation changes and the preserved area of historical Camp Flint. Two remaining areas are feasible for future recreational opportunities: the "overlook" area and the "dump site." The "overlook" area is relatively flat with excellent views into the North Fork American River Canyon. This would be an excellent area for passive recreation such as picnicking, group gatherings and trailhead access into the canyon.

The Maidu property, with the Canyon View Community Center (CVCC) is the largest property of the three with approximately 38 acres. Currently, the CVCC is located on Maidu Drive. The proposed bike park (under separate approval and CEQA/NEPA review) is located just below the CVCC. The remaining property is located across Maidu Drive to the south and is moderately steep. It is not suitable for formal facility development. There are two existing signed trails which appear to provide the most suitable recreational use in this area.

Railhead Park

Physical Description

Railhead Park is a 14-acre park located on Pacific Avenue in the City of Auburn. The greater portion of the park is flat as a result of grading done by Reclamation when the

land was first developed as a staging area for the construction of the Auburn Dam project. The grade elevation rises to the east and undeveloped portion of the property. It is accessed from Pacific Avenue at the south side of the park. The eastern portion of the park is bordered by Sacramento Street. Railhead Park is bordered on the north by Union Pacific Railroad right-of-way. There is a small man-made irrigation pond supplied by the PCWA canal which serves as the primary source of irrigation for the soccer fields. Potable water is also supplied by PCWA and is used in the restroom and some landscaping areas around the restroom and parking lot.

Existing Recreational Facilities

The developed area of the park (approximately nine acres) includes two large soccer fields, public restroom, parking lot and small irrigation pond. There is a landscaped parking lot with which includes four ADA parking spaces. A new 36 x 36-foot metal solid roof shade structure, concrete pad, concrete sidewalks, playground and adjunct landscaping was constructed in the spring of 2015 under a separate approval process with Bureau of Reclamation. ADA parking reconfiguration was accomplished as a portion of this project. This project was approved by Reclamation letter in the summer of 2014 (Appendix 1, Exhibit 3).

Please refer to Exhibit 4, Appendix 1 for a schematic diagram of the facilities at Railhead Park as of July 2015.

Railhead Park is the home of 49'er United Soccer Club, Auburn Football Club and Placer High School and is heavily used by the soccer community. Games are regularly scheduled during the soccer season and the park is a lively place after school and during weekends when games and tournaments are being played.

General Maintenance

The park is maintained by ARD. Landscape maintenance, turf mowing, turf improvement (fertilization, top dressing, etc.), tree care, weed abatement, picnic shelter and playground maintenance is done by ARD. Trash is collected and restrooms cleaned on a daily basis.

Natural Resources Inventory

Railhead Park has moderate tree cover. A significant portion of the park is developed as soccer fields. Shade trees have been incorporated into the park at the field edges, at the shade structure, and in the parking lot in the last five years. Other trees on the property include a mix of native and non-native species. There is an edge of small trees and shrubs along Pacific Avenue. There is a need for additional shade trees at Railhead Park.

Existing Circulation/Roadways/Transportation

Railhead Park has no improved interior roadways. It is accessed on the south from Pacific Avenue with the closest cross street being Sacramento Street, which is connected to the closest main arterial road, Auburn-Folsom Road. Railhead Park has

one large improved parking lot that serves the park.

Existing Utilities and Infrastructure

There are existing utilities within the property that include City of Auburn sanitary sewer that serves the restroom, sub-surface City of Auburn storm water, electrical and PCWA underground drainage overflow system. There is a small utility shed located near the parking lot on the south side of the park where electrical from the Pacific Avenue right-of-way enters the park. ARD has one irrigation clock in this utility shed. A second irrigation clock exists in the utility closet in the restroom building.

Historic and Cultural Assets

Railhead Park was originally constructed as a staging area for the Auburn Dam project in the late 1960's. Anecdotal information available describes the park as a low depression area which was filled and graded by Reclamation. When the Auburn Dam project was abandoned, this area was also abandoned and in approximately 1994-1995 a parking lot, restroom and two soccer playfields were constructed. Improvements to the park occurred in 2009 when the parking lot was expanded. Current improvements to the park include a new playground, shade shelter and ADA sidewalks/parking upgrades. These amenities were constructed in the summer of 2015 under a separate project approval from BOR.

Overlook Park

Physical Description

Originally built as part of the Auburn Dam project, Overlook Park is approximately 25 acres in size. Reclamation used portions of the site as staging areas for equipment and access to the dam site. The "overlook" portion was intended to provide an access area for the public to come and view the construction and the eventual dam.

The developed portion of Overlook Park is approximately five acres and is relatively flat in grade. Overlook Park is located at the edge of the canyon and derives its name from the overlook at the east end of the developed parking area. The overlook is a popular area that provides visual and physical access to the Auburn State Recreation Area the North Fork American River canyon and hiking, biking, and equestrian trails. Please refer to Exhibit 5, Appendix 1 for a map of existing features at Overlook Park.

Existing Recreational Facilities

The developed area of the park includes a large parking lot, small adjacent picnic table areas, restroom, modular building and the skate park. The skate park was built in 2001 and is a heavily-used feature of the park. An informal and undeveloped portion of the park, known as the "overlook" is where the public can walk out from the parking lot and enjoy views of the North Fork American River canyon. There are also informal trailheads in this area where hikers and bikers and access trails in the canyon. Additionally, there are several picnic tables set in grassy areas around the park for the casual park user.

Overlook Park does not have any formal shade structures or rental facilities for general picnicking or large group functions. Overlook Park is used several times a year by various community activities and numerous foot racing events that either begin or end at the park.

Overlook Park has one modular building located on the north edge of the parking lot near the existing restroom. This facility is exclusively used by the Narcotic Anonymous (NA) organization on a daily basis. Programs are held twice a day, at noon and in the evening.

Natural Resources Inventory

Overlook Park sits on the edge of the North Fork American River canyon and is home to the many native trees and shrubs common to this area. Some species found on the site include native oaks, pine, madrone, toyon and manzanita to name a few. There are some cultivar trees found in the parking lot put in place when Reclamation built and operated the site as part of the Auburn Dam project.

Existing Circulation/Roadways/Transportation

Overlook Park is accessed from one point at Pacific Avenue. The long, oval parking lot provides the interior circulation for the park and access to the overlook area, skate park, modular classroom, picnic spots and restroom. The existing parking has 155 spaces that includes 7 tandem trailer spaces and 4 ADA spaces. Security fencing and gates were constructed in the summer of 2015 under separate approval from BOR. Security cameras, viewing the skate park and a section of the parking lot, were installed in the spring of 2016 under separate approval from Reclamation.

Existing Utilities and Infrastructure

The existing restroom is served by City of Auburn sanitary sewer and water is provided by the City of Auburn. PG&E provides electrical service and a portion of the PCWA canal runs along Pacific Avenue at the western edge of the park. As mentioned above, the park has one large parking lot and no formal interior roadways. However, there are older asphalt roads within the park that are remnants of the Auburn Dam construction project. These roadways do not directly serve any current recreational facilities provided by ARD, but the gated reach of Pleasant Avenue provides alternative access from Auburn to Maidu Drive for pedestrians, bikes, and equestrians.

Historic and Cultural Assets

Overlook Park is historic in its connection with Reclamation and the Auburn Dam project. Also, within the park boundary is the location of historic Camp Flint, which was a World War II internment camp for prisoners of war. Remnants of Camp Flint are visible and currently fenced from general public access. One of the remnant historical buildings is located on a knoll just south of the existing parking lot. Other former historical building foundations also remain.

General Maintenance

The park is maintained by ARD. Landscape maintenance, turf mowing and turf care, parking lot and restrooms are cared for on a continuous basis. Trash is collected and restrooms cleaned on a daily basis.

Canyon View/Maidu Property

Physical Description

ARD occupies a former Bureau of Reclamation facility located at 471 Maidu Drive. It was formerly used by Reclamation during the Auburn Dam project. ARD moved its administrative offices into the facility in 2001. The facility and surrounding property, known as The Canyon View Community Center (CVCC), is leased to ARD on an annual basis and ARD is responsible for building maintenance. It is one of three community center facilities operated by ARD. The other two community centers are located at Recreation Park in south Auburn, and Regional Park in north Auburn, on property owned by ARD. The CVCC is located on acreage leased from Reclamation as part of the Management Agreement signed in 2000. The property is approximately 38 acres in size and is both bisected and bordered by Maidu Drive, with Pleasant Avenue on the east and open space on the northern edge. Please refer to Exhibit 6, Appendix 1 for a schematic map of existing features at CVCC.

The Maidu Property sits on the rim of the North Fork American River canyon and is located at the edge of a residential area, essentially an interface between wildlands and urban developments. The PWCA Shirland Canal traverses the property below the CVCC at about 1,300 feet elevation, crosses under Maidu Drive in a culvert, then re-crosses Maidu Drive near the China Bar access. The canal continues on the south side of Maidu Drive and eventually leaves the property as it again crosses Maidu Drive just south of the PCWA maintenance facility.

The property is largely undeveloped with the exception of the CVCC. There is one remnant asphalt area just below the CVCC building which once used by the Federal Highway Administration for the Foresthill Bridge construction. Abandoned utilities are visible on the old asphalt pad.

Existing Recreational Facilities

The CVCC is a two-level structure comprised of a central lobby, several large to small meeting rooms, restrooms, kitchen and utility room. It is supported by a two-level parking lot and is accessed from Maidu Drive. ARD houses its administrative offices at the CVCC and also holds its monthly evening Board of Directors meetings at the CVCC. The Board of Directors meets on the last Thursday of the month and in a public meeting.

ARD uses the facility for classes and meeting rooms. Rooms are available for rental to the public for gatherings and private functions. It is also used as a local polling location. ARD also rents portions of the building to local church groups who use the building rooms for Sunday services.

Natural Resources Inventory

The CVCC and the Maidu Drive property sits on the edge of the North Fork American River canyon and is home to the many native trees and shrubs common to this area. Some species found on the site include native oaks, pine, madrone, toyon and manzanita to name a few. There are some cultivar trees found in the parking lot put in place when Reclamation built and operated the site as part of the former Auburn Dam project.

Existing Circulation/Roadways/Transportation

The CVCC and the surrounding Reclamation lands are accessed from Maidu Drive. The portion of Maidu Drive outside of the City of Auburn that serves the CVCC is owned by Reclamation including a portion within the Management Agreement area. The parking lots for the CVCC building provide ingress and egress on Maidu Drive. Maidu Drive connects to Auburn Folsom Road and is a major connector road for local traffic to the CVCC and facilities leased by Placer County Water Agency (PCWA) from Reclamation. Maidu Drive also connects to Riverview Drive which then connects to Skyridge Drive and Sacramento Street. Sacramento Street also connects to Auburn Folsom Road. This path of travel is through a local residential area and is used by local residents wishing to come from the immediate area and/or Auburn's core area as well as by PCWA and other traffic.

Existing Utilities and Infrastructure

The CVCC is serviced by Pacific Gas and Electric Company (PG&E) and the City of Auburn sanitary, storm water system and potable water supply. A portion of the PCWA's Shirland Canal and associated easement runs through the site, crossing under Maidu Drive in a culvert. The abandoned asphalt pad that sits below the CVCC building was formerly serviced with electrical, sewer and water. Utilities at the abandoned pad have also been abandoned and stubbed out. There is an existing utility shed that houses electrical service at the old asphalt pad location.

Historic and Cultural Assets

As mentioned above, a portion of the PCWA Shirland Canal runs through the site, serving Yuba/Bear River water to lands beyond this area. The canal formerly served extensive agricultural needs in the foothills since the 1860's, including former orchards within the site. No diversions are currently made from the canal within the ARD MA lands. Two trails traverse through the site and are used by hikers, runners and occasionally by equestrians. The trails are user-defined and have not been formally designated by ARD or Reclamation. A former alignment of the historic Pioneer Express Trail traversed along the route of a former road that had been mapped up the hill near the south end of the site.

General Maintenance

The property is maintained by ARD. Landscape maintenance, parking lot, building and restrooms are cared for on a continuous basis. Trash is collected and restrooms cleaned on a daily basis. ARD has made minor facility improvements to repair a leaking roof and deteriorating building siding. Entry sidewalks have been replaced to eliminate tripping

hazards. These projects have been accomplished with oversight and approval from Reclamation under ARD's role as the managing partner per terms of the Management Agreement.

PUBLIC INPUT, CONCEPTUAL DIAGRAMS AND TEN-YEAR VIEW

Demand for Public Recreation and Focus Group Input

As evidenced by information gleaned from the Focus Groups process, the public desires ARD to provide additional recreational facilities and amenities on its leased Reclamation lands.

In January and February of 2014 ARD staff held three Focus Group meetings where members of the public were invited to participate in discussions and visioning for the properties leased from Reclamation. The Focus Groups garnered input from the general public as well as from special interest groups and stakeholders. The Focus Groups were conducted to provide a way for the public to voice their opinion on multiple topics including:

- New amenities desired
- Suggestions for improvement to existing amenities
- Identify concerns regarding park activities
- Maidu Property (Canyon View Community Center and surrounding acreage)

Staff received many ideas for potential improvements and desired amenities. These ideas were then discussed at staff level and evaluated based on feasibility and estimated costs.

ARD staff compiled Focus Group results in an excel spreadsheet. The Focus Group Summary is found as Exhibit 1, Appendix 2.

Conceptual Site Plans

Staff used the list of desired uses and/or improvements from the Focus Groups Summary to formulate illustrative Conceptual Site Plans for the three park areas. They were presented to the public and ARD Board of Directors for review and comment. The Board approved the conceptual plans on August 28, 2014. Please see Exhibits 7, 8, and 9 in Appendix 1. The Conceptual Plans provide a long-term vision of potential improvements to Reclamation managed lands and provide a basis for identifying projects for ARD ten-year CIP list. Not all projects shown on the Conceptual Plans are included in the current ten-year CIP list. ARD expects that some projects will be completed over a longer time frame as public demand stimulates need and funding becomes available. The following is a breakdown and description of projects shown on the Conceptual Plans.

Railhead Park:

- Junior soccer field "C"
- Additional shade trees
- Small picnic area in the "panhandle" area adjacent to Sacramento Street
- Entry landscape upgrades

The junior soccer field at Railhead Park (aka Field "C") is an element that has been discussed many times in the past years. The soccer community would like to have a small area where younger players can practice when the large fields are in use. In recent years, ARD has planted shade trees at Railhead and there is a need for more plantings at park perimeters and areas where additional picnic tables might be installed, such as at the "panhandle" area located on the west side of the park. ARD has implemented landscape improvements to the park that were previously approved by Reclamation and installed in the summer of 2015. Additional landscape upgrades to the park entry are needed as this area would greatly benefit from aesthetic improvements. (Please refer to the conceptual plan for Railhead Park, Exhibit 7, Appendix 1).

Overlook Park:

- Development of the "overlook" area for viewing, picnicking, passive recreation and public events
- Develop the "dump site" into a usable, passive recreation space
- Provide an improved natural surface trail that would facilitate a short hiking experience as an alternative to more rigorous canyon hikes
- Trail heads with kiosks that would serve as information nodes and orient the public to the canyon

Several elements surfaced during Focus Group discussions for Overlook Park. Foremost in the discussions were ideas for development of the "overlook" portion of the site where the public has traditionally gone to gain open viewing of the North Fork American River canyon and have access to many of the hiking/biking trails that currently exist. There was consensus of the Focus Groups and staff that the overlook should function as a passive recreation area where the public can enjoy picnicking, viewing the canyon and as a gathering space for small festivals and public events. An observation deck platform was proposed with open picnic area, tables, benches, interpretive kiosks and trail connection to existing trails in the area. To make the space more flexible, the existing turn-around drive would be transitioned to pedestrian usage, picnicking and gathering space. This area would serve as a trailhead to the canyon and include a kiosk that shows canyon trails and connection points to help orient visitors to Auburn, the canyon and trail system. It would include historical information about Overlook Park and Camp Flint. Camp Flint has historical significance and is currently fenced to protect the building that exists. ARD's intent is to continue to protect the asset by maintaining the fencing and monitoring for unauthorized access. ARD staff has developed a conceptual plan illustrating how these improvements might look. ARD has identified this project on its current CIP list, broken into two phases; 1) planning and design in fiscal year ~~2016/2017~~ 2018/2019, and 2) construction in fiscal year 2019/2020. Please see IMPLEMENTATION for more detailed information about this future project. A copy of the Conceptual Plan for Overlook Park is found in Appendix One, Exhibit 11.

Also identified during the Focus Group discussions was how to take advantage of the unused flat area down-slope and south of the parking area (aka "the old dump site"). This area is partially paved and was a former equipment staging area used by the FHA during construction of the Foresthill Bridge. There is some paved access to the area and can be accessed on foot as well. The area will remain undeveloped until such time as a use and funding are identified,

along with appropriate approvals that may be required as an action separate from this Plan. No activity is scheduled on the current CIP list.

Focus Group participants suggested that an improved natural surface trail be identified that would facilitate casual short hiking for a broader general public where persons who don't want to hike down into the canyon can still do a short hike, enjoy the scenery, view interpretive signage, and get some moderate exercise. This trail is depicted on the conceptual plan for Overlook Park (Exhibit 8, Appendix 1) as a loop trail with access from the existing parking lot as well as from the future developed overlook area. In the future, pedestrian trails may be proposed to tie into the potential North Fork American River footbridge that is currently being discussed by various agencies and community groups.

CVCC/Maidu Property:

- Bike park (under separate NEPA/CEPA process)
- Minor improvements to existing informal trail
- Connections to public trails available in the canyon
- Landscape improvements/renovations
- Fuel management at portion of the property bounded by residential homes

The Maidu Property includes the Canyon View Community Center (CVCC) which provides leasable meeting space for the public and houses ARD's administrative offices. The area just below the CVCC has been identified as a potential site for a new bike park. This project is currently in the planning and design phases, and the CEQA/NEPA is being done independently from the CEQA/NEPA for the O & D Plan. Construction of the Bike Park is expected to happen in phases with the first phase anticipated in 2018 if all separate approvals are completed.

Across Maidu Drive is a large open space area leased by ARD and currently includes an informal natural-surface trail defined by continued recreational uses. The landscape is a partially open oak woodland/grassland community and home to many types wildlife also found in the canyon. One edge abuts the existing residential neighborhood. There is moderate slope to the area and therefore is not conducive to development of more formal recreational improvements. Focus Group comments included making improvements to the existing trails that include improvement of the grades, interpretive trail signage and incorporating erosion control best management practices. Potential fuel management on the residential boundary is shown on the conceptual plan for the Maidu property, and a Shaded Fuel Break overlaps the area. A connector trail would link the existing trail at Maidu Drive, across from the proposed bike park, to an existing segment of trail just to the north of the proposed bike park. ARD proposes to incorporate a safety crosswalk as part of this connector trail as it traverses Maidu Drive down slope of the bike park. A future trail by others is identified below Maidu Drive and Pleasant Avenue and may serve as an equestrian connection. Please refer to the conceptual plan for the Maidu area Exhibit 9, Appendix 1.

Overall Vision: Ten-Year View

As staff developed the current CIP list, the projects identified on the conceptual plans were analyzed and priority projects identified. Not all Conceptual Plan projects were selected for the current CIP list. The following projects are on the current CIP list:

- Auburn Bike Park (implemented under separate NEPA/CEQA) and project review
- Development of the “Overlook” at Overlook Park
- Minor ADA upgrades to the restrooms at Overlook Park

ARD envisions moving forward with doing improvements based upon available funding and priorities. At this time, the CIP identifies the following project schedule:

- 2018 Construction of the Auburn Bike Park
- 2019/2020 Planning and design for development of the “overlook” at Overlook Park
- 2019/2020 Minor ADA upgrades to the restrooms at Overlook Park
- 2020/2021 Construction of improvements of the “overlook” at Overlook Park.

Long-Term Vision/Goals

ARD recognizes the need for improvements in response to the public call for additional recreational opportunities on the leased properties. It is ARD’s desire to respond to public demand while operating a sound fiscal program for the overall park system. Projects that have been identified in this O&D Plan are to be implemented as funding allows and are placed on the Capital Improvement Plan and annual Project List. Major projects identified as goals beyond the current CIP list include the following:

- Railhead Park soccer practice field “C”
- Railhead Park additional shade trees
- Railhead Park small picnic area in the “panhandle” area adjacent to Sacramento Street
- Railhead Park entry landscape upgrades
- Trail improvements at Overlook Park
- Passive recreation area at the “dump site” at Overlook Park
- Landscape renovations at CVCC

ARD must follow a prescribed process when implementing capital improvement projects. The following action items are required to fulfill goals stated above and implement projects:

- **Prioritize projects based upon public demand and demonstrated need**
- **Create and update project budget estimates**
- **Revise Capital Improvement Plan as necessary**
- **Public Review and Board approval of Capital Improvement Plan (annually)**
- **Populate annual approved Project List**
- **Public Review and Board approval of Project List**
- **Complete design and planning**
- **Finalize environmental review as needed**
- **Conduct the public bid process**
- **Project construction and completion**

IMPLEMENTATION

Economic Constraints and Fiscal Opportunities

As an independent special district, the ARD derives its funding mainly through property tax levies in the greater Auburn Area of Placer County, Meadow Vista and the City of Auburn proper. Placer County is responsible for the collection of these property taxes and holds them in trust for use by ARD for its operational needs. In fiscal year 2017/2018, ARD will receive approximately \$ 3,069,000 in property tax levies which represents approximately 57 percent of total revenues. ARD also derives funding for operations from programs and rental fees conducted by various departments. Programs such as youth sports, senior activities, rentals of facilities and swimming related activities generate approximately \$1,194,000 in revenues or about 22 percent of the total.

As a governmental agency, ARD must present a balanced budget to the State and to the County every year. Through careful planning and budgeting, ARD has always managed to meet this mandate, with most years ending in a surplus of varying proportions. ARD projects that the current fiscal year 2017/2018 will result in an approximate \$45,000 surplus. Generally, surpluses are distributed to various reserves for future use. ARD maintains four separate reserves:

1. Equipment reserve, with a balance of \$920,530 as of 12/31/17
2. Future Capital Construction reserve with a balance of \$955,971 as of 12/31/17
3. Contingency Reserve with a balance of \$450,000.00 as of 12/31/17
4. ADA Reserve with a balance of \$70,031 as of 12/31/17

As discussed above in this document, ARD maintains a project list which is updated annually. Proposed projects for Bureau leased property that are identified in the Operation and Development Plan contained herein are included in the ten-year project list along with the funding sources to pay for them. By mandate of the elected Board of Directors, all ARD projects that are approved within the ten-year project list must have a funding source that will allow those projects to be completed.

Finally, ARD employs an outside auditor, hired by the elected Board of Directors, to ascertain that the financial records are accurate and that they meet AICPA and GASB auditing standards. ARD has never had a 'qualified' report.

Project Implementation Timeline

ARD envisions improvements based upon available funding and priorities. At this time, the current ten-year CIP identifies the following project schedule for projects to be implemented at Railhead and Overlook Park:

- The Bike Park is planned for construction at CVCC. This project is being reviewed under a separate NEPA/CEQA and Reclamation approval process. It is mentioned here for clarity purposes. Bike Park construction is anticipated in 2018.
- 2019/2020 Planning/ design and environmental review for development of the “overlook” at Overlook Park
- 2019/2020 Minor interior ADA upgrades to the restrooms at Overlook Park
- 2020/2021 Construction of improvements of the “overlook” at Overlook Park

Project Descriptions

The “Overlook” at Overlook Park

Overlook Park has been used over the years to support public gatherings and community events. The skate park is a popular youth amenity and the modular building supports small public gatherings/classes. There is adequate parking at Overlook to support medium to large events. Restroom facilities exist. At the westerly end of the existing parking lot, there is a paved roadway loop that abuts the area in the park commonly referred to as the ‘overlook’. This area is where the park takes its name, as it is an open vista to the North Fork American River canyon and the former construction site for the former Auburn Dam site. There are informal signed trail connections to the canyon for hiking, biking, equestrian use and trail connectivity. The overlook area is an open undeveloped area with remnants of asphalt paving and dirt. It is a popular place for people to come at night and view the stars, or during the daytime to see the canyon and connecting trails.

At the public Focus Groups discussed above, many participants felt that developing the overlook site into an attractive, passive public space was very desirable. ARD has long discussed options for improving this area and making it more attractive and accessible to the public.

ARD currently has improvement of the overlook area in its ten-year plan, with planning and design to start in ~~2016/2017~~ 2018/2019 followed by construction. A conceptual schematic plan has been developed by ARD staff to illustrate the current vision for improvement of the overlook area. Conceptual ideas for the overlook include:

- A viewing deck for the public to enjoy vistas into the canyon;
- A small entry plaza with permeable paver surface;
- A grassy area developed for formal and informal public gatherings and events;
- Additional picnic areas for small to medium sized groups;
- Additional shade trees that don’t obstruct views into the canyon;

- Kiosk at the entry plaza to educate the public about natural systems/history of the canyon, and orient them to the canyon trail system that exists;
- Adding a circuit trail in the upper park area that would allow users who want a short hiking experience and connect elements in the park;
- Public art installation;
- Future pedestrian trail connections for a future North Fork American River pedestrian bridge.

The conceptual plan for improvements at the overlook is located as Exhibit 10 in Appendix One. Upon approval of this O&D Plan, ARD will move forward with specific design and environmental review for the project.

Overlook Park ADA Restroom Upgrades

Minor interior upgrades are needed at the restroom building to bring the facility into compliance with the ADA code. These include adjusting fixture locations to meet dimension requirements.

MAINTENANCE

Existing Maintenance and Service Provided

ARD has a full-time maintenance staff that provide daily services for both interior and exterior spaces including buildings, restrooms, parking lots, individual facilities such as the skate park, and exterior landscaping and grounds. Building maintenance (Canyon View Community Center and Overlook Park modular building) involves keeping all interior spaces clean including floors and windows, restrooms cleaned daily, CVCC kitchen cleaned and miscellaneous duties as may be needed.

Exterior maintenance includes keeping all pedestrian pathways clean, landscaping trimmed, weeded and fertilized, lawns mowed, fertilized and trimmed. Parking lots are maintained and all necessary signage kept current and replaced as necessary. The following facilities and amenities are maintained on a daily basis by ARD maintenance staff:

- Skate Park (Overlook Park)
- Soccer fields (Railhead Park)
- Modular building (Overlook Park)
- Restrooms (CVCC, Overlook Park and Railhead Park)
- Pathways
- Landscaping
- Lawns
- Lighting
- Signage
- Garbage cans
- Trash recycling

Typical landscape and outdoor maintenance methods and practices include:

- Mowing
- Spraying
- Pruning
- Tree-shrub planting
- Weed eating and string trimming
- Blowing
- Mulching
- Tree removal based on safety/health issues

The following elements receive periodic maintenance:

- Roof repair
- Siding repair
- Parking lot seal and stripping

Typical building maintenance methods and practices include:

- Minor repairs
- General interior building maintenance including vacuuming, floor cleaning, bathroom cleaning, window washing, and dusting.
- Minor plumbing, painting, carpentry and electrical repairs/upgrades

Open space/undeveloped park spaces include:

- Occasional weed removal
- Debris removal
- As-needed tree limb removal
- As-needed tree removal

No new buildings or structures are proposed at this time for any of the lands under the MA with Reclamation, therefore ARD does not anticipate changes to the current maintenance program are needed.

FIRE MANAGEMENT AND FUEL SUPPRESSION

ARD does not have a formal Fire Management and Fuel Suppression program in place for all parks in the system. There is a document in place for Atwood Park and a fuel load reduction plan was written for the Shockley property. The maintenance staff performs routine trimming and spraying activities throughout the park ARD to maintain and control vegetation growth. However, no formal plan is currently adopted. ARD recognizes the need to develop a fire management and fuel suppression plan, particularly for Reclamation managed properties which are located on the edge of the North Fork American River canyon and which ARD managed through the Management Agreement. Reclamation's draft fire management plan covers the area. A Shaded Fuel Break is maintained by Reclamation along the wildland-urban interface.

Programs proposed for the future

ARD proposes to work with Reclamation, local fire officials and consultants (if needed) to create a plan for ARD, focusing on the properties belonging to Reclamation and managed by ARD, including Overlook Park, Railhead Park and the Maidu area property. This plan will identify specific methods and procedures for maintaining fuel suppression and defensible space in sensitive and vulnerable locations. Fire management planning will be coordinated with State Parks and Reclamation.

RISK MANAGEMENT ELEMENTS

As a Special ARD, ARD is self-insured through a Joint Powers Authority (JPA) where public agencies pool together resources to insure themselves. ARD is a member the JPA known as CAPRI (California Associates for Park and Recreation Insurance). ARD uses the CAPRI/PARDEC (Park and Recreation ARD Employee Compensation) Safety and Loss Prevention Manual. This manual provides direction and procedural processes such as requiring agencies to establish an ARD Safety Committee and meet at least quarterly to review safety issues and procedures, provide training to ARD staff and identify needed procedures/actions to be implemented by ARD.

ARD also has implemented an Injury and Illness Prevention Program manual. The purpose of this manual is to provide direction to ARD staff in the event of an emergency within ARD. This includes, for example, direction for the Safety Committee, require policies and procedures to be put into writing for referral and implementation, define new worker orientation procedures, guidance for posting and distributing safety information ARD wide, a system for informing management about workplace hazards, identify training programs, create and post emergency and evacuation maps and procedures and policy directing the IIP (Injury and Illness Prevention Program).

Current Programs/Procedures:

ARD has many programs and procedures in place that include the following:

1. ARD Safety Committee meets quarterly at a minimum and more frequently as needed to address situations or items arise. Safety Committee objectives are to promote safety within each department and public areas, develop a formal written safety and health program, encourage employee suggestions and address concerns, develop ongoing training programs, and assist management in recognizing and addressing safety concerns.
2. Emergency Action Plan for Canyon View Community Center (Reclamation land)
3. Waiver and Release Forms are required for any activity within ARD that requires registration by the public. This is mandatory requirement from CAPRI.
4. Any youth or adult sport or athletic league not sponsored by ARD is required to provide proof of general liability insurance coverage and must name ARD an additional insured in the policy.
5. ARD requires all employees to provide proof of auto insurance and a Vehicle

- Driving Record as part of the hiring process.
6. Playgrounds are to be inspected for safety and ARD maintains employees who are certified to make these periodic inspections and report needed repairs and/or safety issues to be addressed. New playground installation must meet current code safety regulations and be installed by certified playground installers.
 7. Public work projects constructed within ARD require contracted parties to carry and provide proof of liability insurance. The contractor is required to indemnify and hold harmless ARD, its officers, Reclamation officials, employees and volunteers from and against all claims, damages, losses and expenses arising out of the performance of work.
 8. Installation of safety signage around ARD to notify and inform the public of ARD safety policies.
 9. ARD has an appointed ARD Safety Coordinator.
 10. ARD has created a formal written safety and health program.

ARD Safety Record:

ARD has an excellent safety record and received the Ted Winslow Safety Award from CAPRI in May of 2015, with a similar award for 2017 expected to be received in May, 2018.

Accident/Emergency Procedures

ARD has developed an Emergency Action Plan (EAP) for the Canyon View Community Center, Recreation Park and Regional Park. These are locations in ARD where most classes and programs attended by the public occur. ARD personnel receive training in these procedures. These plans are reviewed approximately biannually at the Safety Committee meeting. Copies of the EAP are located at ARD administrative office at CVCC, customer service office at Recreation Park and staff office at Regional Park. The EAP includes procedures for the following emergency issues:

- Medical
- Fire
- Severe Weather
- Bomb Threat
- Chemical Spill
- Structure climbing/descending
- Extended power loss
- Other (Vandalism, Park Patron Confrontation/Disgruntled Employee/Gas Leak)

Emergency Evacuation Plans

ARD posts at all building facilities an emergency evacuation diagram illustrating emergency evacuation routes.

APPENDICES

Appendix I Exhibits

- 1. ARD Map**
- 2. Park Aerial Maidu Property**
- 3. Park Aerial Railhead Park and Overlook Park**
- 4. Management Agreement**
- 5. Auburn Journal Letter**
- 6. Reclamation Letter Approving Project at Railhead Park**
- 7. Railhead Schematic Existing Features**
- 8. Overlook Park Schematic Existing Features**
- 9. CVCC Schematic Existing Features**
- 10. Conceptual Plan Railhead Park**
- 11. Conceptual Plan Overlook Park**
- 12. Conceptual Plan CVCC**
- 13. Overlook Concept Plan**

Appendix II Public Input

1. Focus Group Summary

APPENDICES

Appendix One Exhibits

- 1. District Map**
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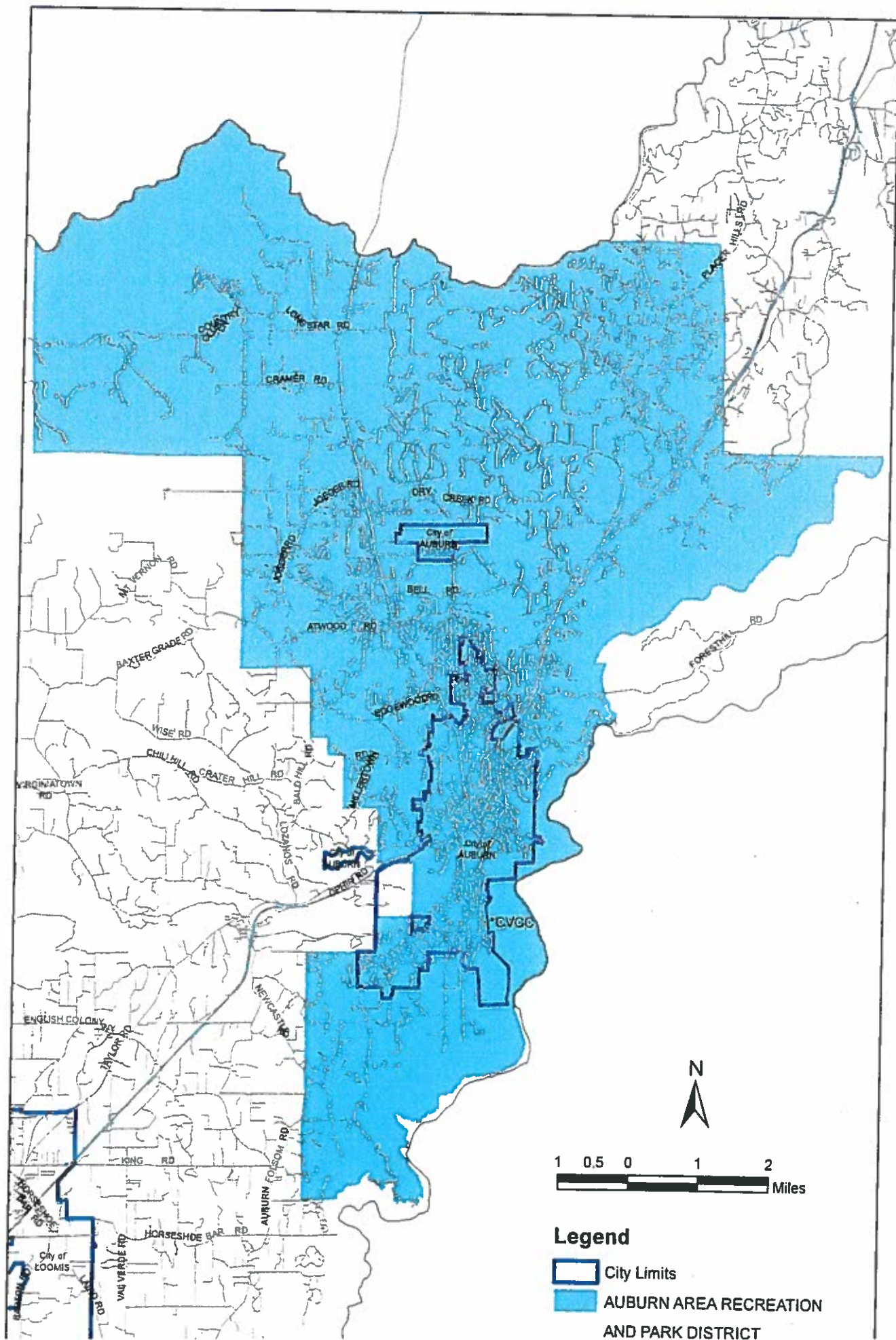
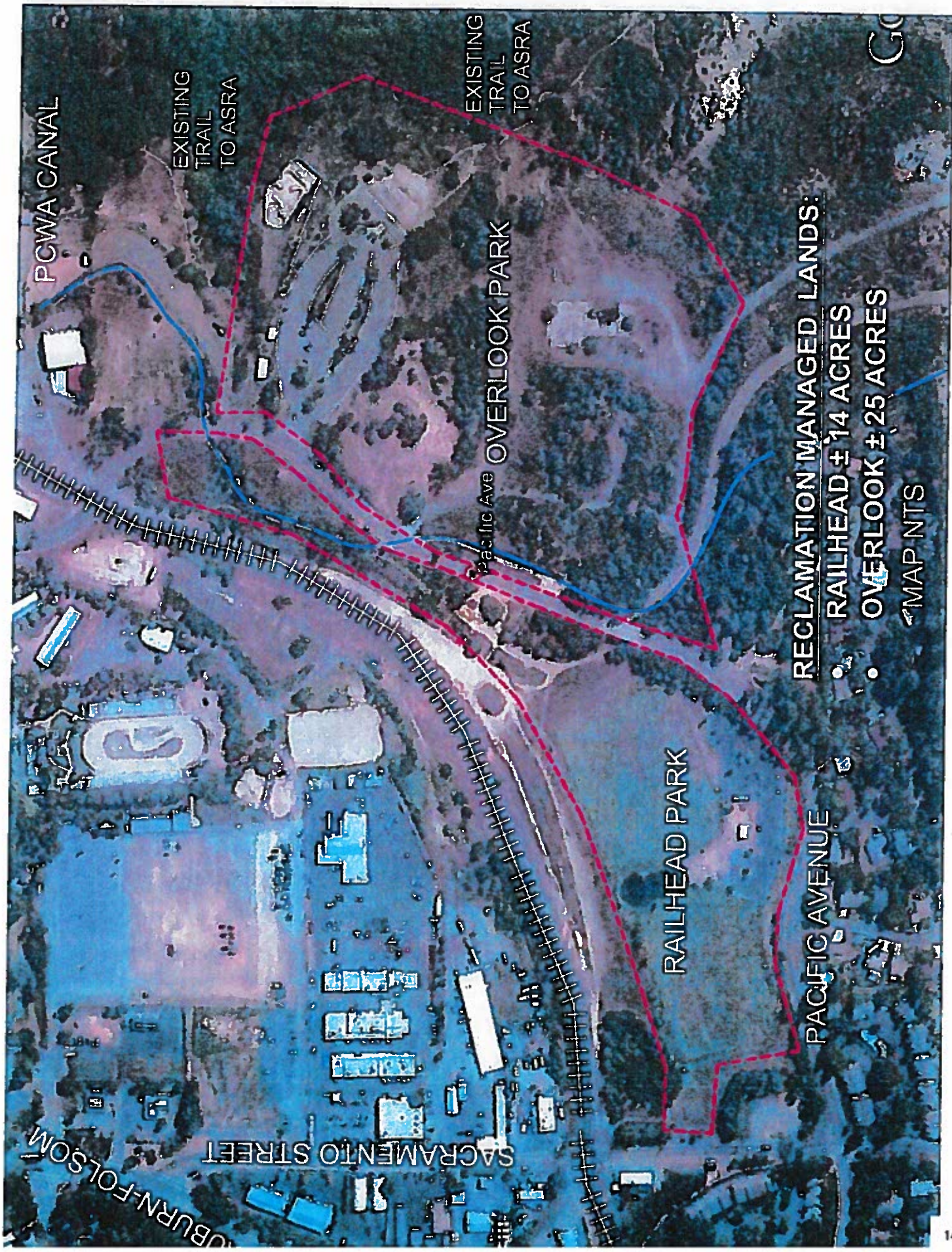




EXHIBIT MAIDU PROPERTY
MAP NTS



PCWA CANAL

EXISTING TRAIL TO ASRA

EXISTING TRAIL TO ASRA

Pacific Ave OVERLOOK PARK

RECLAMATION MANAGED LANDS:

• RAILHEAD ± 14 ACRES

• OVERLOOK ± 25 ACRES

MAP NTS

GO

BURN-FOLSOM

SACRAMENTO STREET

RAILHEAD PARK

PACIFIC AVENUE

MANAGEMENT AGREEMENT
BETWEEN
THE UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
AND
THE AUBURN AREA RECREATION AND PARK DISTRICT
FOR
THE MANAGEMENT, DEVELOPMENT, OPERATION, AND
MAINTENANCE OF CERTAIN
RECLAMATION LAND AND FACILITIES
AT AUBURN DAM AND RESERVOIR PROJECT AREA -
AUBURN DAM OVERLOOK, RAILHEAD AREAS, AND
THE ADMINISTRATION BUILDING ON MAIDU DRIVE WITH
ADJACENT PROPERTY

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Contract No. 00-LC-20-7281

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CENTRAL VALLEY PROJECT

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND
THE AUBURN AREA RECREATION AND PARK DISTRICT
FOR THE MANAGEMENT AND DEVELOPMENT OF
CERTAIN LANDS AND FACILITIES OF THE AUBURN-FOLSOM SOUTH UNIT

THIS AGREEMENT, made this *3rd* day of *February* 2000,
pursuant to the Act of June 17, 1902 (32 Stat. 388) and all Acts amendatory thereof and
supplementary thereto, collectively known and referred to as the Federal Reclamation Laws
including the Federal Water Project Recreation Act of July 9, 1965 (79 Stat. 213), as amended,
by and between **THE UNITED STATES OF AMERICA**, acting through the Department of the
Interior, Bureau of Reclamation, (**United States**), represented by the officer executing this
instrument on its behalf, which officer, his successor, and his duly authorized representative are
hereinafter severally called the Contracting Officer, and, **The Auburn Area Recreation and
Park District (District)**, a non-profit special recreation district organized under the laws of the
State of California acting through its Board of Directors, each represented by the officers
executing this document.

PREAMBLE

The United States acquired certain lands, hereinafter referred to as "Auburn Dam and Reservoir Area Lands," for the purpose of constructing, operating and maintaining the Auburn-Folsom South Unit, Auburn Dam and Reservoir, an authorized feature of the Central Valley Project.

The District is presently managing and developing Auburn Dam and Reservoir Area Lands in the City of Auburn for a public park site in accordance with a License designated as Contract No. 5-07-20-L6465.

The District now desires to manage and develop for public recreation additional Auburn Dam and Reservoir Area Lands including the Auburn Dam Overlook site, the adjacent land known as the Railhead Park Area, all of which is located on both sides of Pacific Avenue in the City of Auburn, and the Administration Building with its adjacent lands located at Maidu Drive.

The United States is willing to permit the District to manage and develop said additional Auburn Dam and Reservoir Area Lands as such use is not, at this time, incompatible with the purpose for which such land was acquired and is now being administered.

AGREEMENT

The United States hereby grants the District the non-exclusive right to construct and/or install, develop, manage, maintain and operate public recreation facilities on the real property described above as shown on the attached maps marked Exhibit "A" and "B" incorporated herein by reference, subject to the following terms and conditions. Other lands and/or facilities may be added or deleted in the future by amending this agreement with appropriate information and maps as needed.

TERMS AND CONDITIONS

Term of Agreement

1. The term of this Agreement shall begin upon execution of this document by the United States, and shall continue for a period of 25 years, unless sooner terminated. The Agreement may be extended by mutual agreement of the parties to this Agreement if, at least one year prior to the expiration of the Agreement, the District advises the United States, in writing, that it desires to extend the term of this Agreement for up to an additional 25 years, but in no event beyond 50 years from the effective date of this Agreement.

Operations and Development

2.a. The District shall construct and/or install, develop, manage, operate, and maintain recreation facilities in the Railhead Park and Auburn Dam Overlook Areas, and the Administration Building site in accordance with an Operation and Development Plan (Plan) approved by the United States. The Plan shall be completed by the District within six (6) months following the execution of this Agreement, and submitted to the United States for its review and written approval.

b. The District shall submit to the United States for its review and written approval all site specific development plans, in a format the United States determines as acceptable, before construction begins.

c. The Plan shall be jointly reviewed by the United States and the District at least every five (5) years after the date on which the original Plan is approved by the United States..

d. The United States may provide funds consistent with what is allowable by existing laws and regulations to the District, to cost share designing and constructing recreation facilities that are pursuant to this Agreement.

e. Upon request of the United States or the District, the parties will review the District's development, operation and management of the Railhead Park and Auburn Dam Overlook Areas, and the Administration Building site. The United States at its option may make inspections at any time and consult with the District concerning development, operations and management, and land use.

Reclamation Use Paramount

3. The rights of the District under this Agreement are subordinate to the rights of the United States, its agents, employees, or assigns. Public use of any portion of the Area covered by this Agreement may be restricted by the United States whenever the United States determines that such restriction is necessary in the interest of the Central Valley Project, public health and safety, or national security.

Adjustment to Land Use Boundary

4. If future needs arise which the United States determines will require use of any or all of the Area covered by this Agreement which the United States determines are incompatible with the District's development and/or operation of such lands pursuant to this Agreement, the District will be so notified. After the United States and the District have consulted and the United States has given full consideration to means of minimizing resulting adverse effects, if any, relating to the District's responsibilities, the United States shall delete those lands from the use Area covered by this Agreement and produce a new Exhibit "A" for inclusion with this Agreement.

Miscellaneous Provisions

5.a. The District, its contractors, or agents of assignees, shall be subject to the Equal Opportunity Requirements set forth in Exhibit "C", attached hereto and incorporated herein.

b. Upon request, the District shall furnish the United States a record of visitation and recreation use by the public, and any other related information pertaining to the use of the Area covered by this Agreement requested by the United States.

c. The District will be responsible for the payment of all utilities and services to the Area covered by this Agreement, except as provided for in paragraph 5.d. below, and the maintenance and repair of all structures located on such lands on the effective date of the Agreement, and as may hereafter be placed or constructed .

d. The street lights located at the Auburn Overlook site and located at the Administration Building site are to be maintained by the United States under contract with Pacific Gas and Electric.

e. This agreement is subject to Title VI, Civil Rights Act of 1964 (78 Stat .241) and the Interior regulations issued pursuant thereto in 43CFR17, as modified or amended and set forth in Exhibit "D" attached and incorporated herein.

Environmental Requirements

6. The District shall:

a. Comply with all applicable Federal, State, and local laws and regulation, and Reclamation policies and instructions, existing or hereafter enacted or promulgated, concerning any toxic or hazardous material that will be used, produced, transported, stored or disposed of on or in waters or facilities of the Auburn-Folsom South Unit and the surrounding lands. "Toxic or Hazardous material" means any substance, pollutant or contaminant listed as hazardous or toxic by any Federal, States or local agency or governmental body pursuant to any law or regulation pertaining to such materials.

b. Not allow contamination or pollution of waters or facilities of the Auburn-Folsom South Unit and the surrounding lands by toxic or hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, pesticides (including, but not limited to, the misuse of pesticides), pesticide containers or any other pollutants.

c. Report to the Bureau of Reclamation Area Manager or the appointed representative of the Central California Area Office, 7794 Folsom Dam Road, Folsom, California 95630, within a reasonable amount of time of its occurrence, any event which may or does result in pollution or contamination affecting lands, water or facilities of the Auburn-Folsom South Unit and the surrounding lands.

d. Include the provisions contained in paragraphs a. through c. in any subcontract or third party contract it may enter into in accordance with this Agreement.

Violations of any of the provisions of paragraphs a. through d. shall constitute grounds for immediate termination of this Agreement and shall make the District liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

e. The District shall plan, construct, operate, maintain, and manage all structures and facilities on the premises herein described so as to minimize adverse environmental consequences. In so doing, careful consideration will be given to alleviating potentially harmful effects on, but not limited to, landscape, soils, water, air, mineral, timber, or population or other animate resources. No artificial modification of the environment shall be undertaken without prior approval of the United States, in writing.

f. The United States may require the District to provide an environmental analysis which may be used to determine the actions necessary to meet requirements of the National Environment Policy Act (NEPA), ESA and NHPA among others, as needed.

g. The District shall correct or modify any pollution of soil, air, or water and deterioration of living or inanimate resources caused by or resulting from the exercise of the privileges granted herein in accordance with rules, regulations, and directives of the Secretary of the Interior, including, but not limited to, aesthetic qualities of the environment, and in compliance with all Federal laws as determined by Reclamation. Increased cost will not justify noncompliance with environmental quality controls required by the United States.

h. In the use of pesticides on the land and facilities covered by this Agreement, the District shall comply with all provisions of Federal and State pesticide laws and any amendments thereto. The District is specifically prohibited from using on the land and facilities covered under the Agreement any and all pesticides not licensed for use in California. Further, in the use of all pesticides on lands owned by the United States, the District shall submit plans for such use annually and shall obtain prior written approval of the United States before implementing said plans.

i. In the administration of recreation development and when due to recreation activities, the District will take all reasonable measures necessary to minimize siltation and erosion, prevent and suppress wildfires, protect against the introduction and spreading of noxious weeds detrimental to agriculture, and cooperate in watershed management practices. All concession contracts hereafter entered into shall contain suitable provisions consistent herewith, including such provisions as are required by the United States.

Reservations

7. The privileges herein granted to the District are limited to the management of the Areas covered by this Agreement, and operation, maintenance, repair, replacement, and future expansion of all related recreation facilities. Such privileges are subject to:

a. Existing rights, privileges, or interests in the Areas covered by this Agreement to which the title of the United States may be subject. The District will not interfere with such rights, privileges, or interests.

b. The rights of properly authorized officers, assignees, agents, employees, permittees, and lessees of the United States, acting in an official capacity, to enter upon the lands described herein without charge for the purpose of enforcing, protecting, and exercising the rights reserved to the United States and protecting the rights vested in those not party to this Agreement.

Third Party Contracts and Permits

8. The District may issue and administer concession agreements, licenses, permits, and contracts to persons or associations for public recreation purposes only. Concession activities and conditions shall comply with Reclamation's Concession Management Program attached here as Exhibit "E" and incorporated herein by reference. All such instruments shall be submitted to the United States for its review and written approval before the instruments are executed. All instruments used for such purposes throughout the Area covered by this Agreement shall be subject to applicable terms of this Agreement and shall contain language recognizing the prior right for Central Valley Project purposes, and effecting releases and indemnifications to and for the United States, their successors and assigns, and their officers, and agents. The term of such licenses, permits, or contracts shall not exceed the duration of this Agreement and such licenses, permits, and contracts shall contain the following provision:

In the event of the termination of the Agreement between the United States, and the District, the United States shall be deemed to stand in the stead of the District as grantor in third-party agreements. In the event of such termination, the United States, within 90 days thereafter, may terminate the agreement license, permit, or contract by giving written notice to the concessionaire, licensee, permittee, or contractor that any improvements constructed on the premises at its sole cost must be removed from the premises within a period of time as determined by the United States to be reasonable, but in no event less than 30 days. After expiration of such period of time, the title to any remaining improvements shall vest in the United States.

The United States will issue and administer all non-recreation leases, licenses, permits, easements, or rights-of-way for the area covered by this Agreement after consultation with the District.

Fees and Charges

9. The public shall be allowed access to the Area covered by this Agreement; however, the District may levy a fee for the use of facilities located thereon. Fees will be set in accordance with fees established for other District managed park and recreation Areas.

Use of Revenues

10. Revenues as referred to in this article shall mean receipts from user fees charged by the District in accordance with Article 9, above. The District shall account for all revenues and expenditures. All receipts in excess of the administrative, operation and maintenance, development, and replacement costs will be paid to the United States. The District shall maintain such accounting records as are necessary to satisfy the requirements of this Agreement and shall furnish, upon request, to the United States, not later than 90 days following the close of the District's fiscal year, a financial report of all revenues received and expenditures for operation and maintenance, replacements, construction, and development of facilities.

Examination of Records

11. The District agrees that the United States shall have access to and right to examine any pertinent books, documents, papers, and records of the District involving transactions related to this Agreement.

Liability of Contractors and Permittee

12. The District shall require all contractors and permittees to carry such public liability and property damage insurance as is customary among prudent operators of similar businesses under comparable circumstances.

Termination

13.a. If the Contracting Officer determines that the District, its contractors, licensees, or permittees have failed to observe the requirements of this Agreement, the Contracting Officer may give written notice to District of the default or violation. Unless District corrects such default or violation or is pursuing positive action to correct such default or violation to the satisfaction of the Contracting Officer within ninety (90) days after receipt of such written notice, the United States retains authority to terminate this Agreement. If this Agreement is terminated, District shall be notified in writing.

b. The United States may terminate this Agreement upon one (1) year written notice to the District should the areas covered by this Agreement be required for Central Valley Project purposes.

c. The Agreement may be terminated upon mutual agreement.

Title to Land, Improvements and Restoration

14.a. Structures and improvements constructed by the United States or constructed at the expense of the United States shall remain the property of United States. The District shall keep a current and accurate inventory of any structures and improvements previously installed or constructed by the United States, a current and accurate inventory of any structures and improvements installed or constructed solely at its own expense, and a current and accurate inventory of any structures or facilities paid for or partially paid for from funds expended by the

United States under Public Law 89-72 or under any other Federally financed program. Within 30 days of completion of any new structures or facilities, the District shall provide to the United States in writing a description of those structures and facilities.

b. For a period of 180 days after termination of this Agreement, or such longer period as may be determined by the United States to be reasonable, the District shall have the privilege of salvaging and/or removing structures or facilities installed or constructed by the District at its sole cost or expense, and that are not determined to be necessary for the continued operation and management of the areas covered by this Agreement. However, should the United States determine that some or all of the structures or facilities the District chooses to remove are necessary for the continued operation and management of the areas covered by this Agreement, the United States at its option may purchase such structures and facilities constructed solely by the District at their amortized discounted value. After the expiration of the 180 day period, the title to all remaining such District financed structures or facilities not removed shall be vested in the United States. The District shall restore the land occupied by such removed structures or facilities to its original condition as determined to be satisfactory to the United States.

Certification of Nonsegregated Facilities

15. The District certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The District certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The District agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this

Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation and entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The District agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certification in its files.

NOTE: The penalty for making false statements in offers is prescribed in 17 U.S.C. 1001.

Construction Materials and Mining

16 There is reserved to the United States the right to remove from the Area any and all materials necessary for construction, operation, and maintenance of the Auburn Dam and Reservoir Project, the right to prospect for, extract, and carry on the development for oil, gas, coal, and other minerals, and the right to issue leases or permits to prospect for oil, gas, or other minerals on said lands under the Act of February 25, 1920 (41 Stat. 437), and acts amendatory thereof or supplementary thereto, and the Act of August 7, 1947 (61 Stat. 913). The District will be consulted and the United States will give full consideration to the District's interest concerning any proposal prior to the exercise of these rights within the Area.

Risk Damages

17.a The District shall maintain in force policies of public liability and property damage insurance as is customary among prudent operators under comparable circumstances

b. The District will hold the United States, its employees, agents, or assigns, harmless against all claims of every character arising out of or in connection with the management, development, operational and maintenance of Auburn-Folsom South Unit. The District and the United States will each be responsible and liable for their own acts, omissions, and negligence. However, nothing in this agreement will be construed to be an admission of fault or liability, and nothing will limit the defenses and immunities legally available as against each other or other parties.

c. Within thirty (30) days of receipt by either party of any claim for liability arising from actions within the scope of this Agreement, the party receiving the claim shall notify the other party of such claim and provide a copy of the claim to the other party, if it is in written form. Nothing in the article shall be construed to limit the right of either party to assert such affirmative defenses and file such cross complaints as may be appropriate in relation to any claim affecting the liability of such party.

Contingent on Appropriations or Allotment of Funds

18. The expenditure of any money and the performance of any work by the United States or the District, as provided for by the terms of this Agreement, is made contingent on Congress or the District making the necessary appropriations for the allotment of funds and shall be contingent upon such appropriation or allotment being made. The failure of Congress or the District to appropriate funds or the absence of any allotment of funds shall not impose any liability on the United States or the District.

Officials or Employees Not to Benefit

19. No member of or delegate to Congress or Resident Commissioner and no officer, agent, or employee of the Department of the Interior, or official or employee of the District shall

be admitted to any share or part of this Agreement or to any benefit that may arise, but this restriction shall not be construed to extend to this Agreement if made with a company or corporation for its general benefit.

Notices

20.a. Any notice, demand, or request required or authorized by this Agreement to be given or made to or upon the United States shall be deemed properly given or made if delivered by mail, postage-prepaid, to the Area Manager, Central California Area Office, Bureau of Reclamation, 7794 Folsom Dam Road, Folsom, California 95630-1799.

b. Any notice, demand, or request required or authorized by this Agreement to be given or made to or upon the District shall be properly given or made if delivered by mail, postage-prepaid, or franked envelope, to: District Manager, Auburn Area Recreation and Park District, 123 Recreation Drive, Auburn, California 95603-5427.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE UNITED STATES OF AMERICA

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY
James E. Tonder
OFFICE OF REGIONAL SOLICITOR
CENTRAL CALIFORNIA AREA OFFICE

By *[Signature]*
Regional Director, Mid Pacific Region
Bureau of Reclamation

AUBURN AREA RECREATION AND PARK DISTRICT

By *William M. Wauters*
Chairperson

Attest *Palovina B. Larson*
Secretary of the Board of Directors

Exhibit "A"





ARDA PPA CONSULTANTS

0 250 500 1,000 Feet

Updated

Exhibit "A"

Exhibit "B"



Updated

Exhibit B
Contract 00-LC-20-7281



EXHIBIT "C"

EQUAL OPPORTUNITY REQUIREMENTS

During the performance of this contract, the District agrees as follows:

- (a) The District will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, or national origin. The District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- (b) The District will, in all solicitations or advertisements for employees placed by or on behalf of the District, state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, or national origin.
- (c) The District will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the Contracting Officer, advising the labor union or worker's representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The District will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The District will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the District's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this

contract may be canceled, terminated, or suspended, in whole or in part, and the District may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (g) The District will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The District will take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event the District becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting Officer, the District may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "D"

TITLE VI, CIVIL RIGHTS ACT OF 1964

- (a) The District agrees that it will comply with Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241), and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the District receives financial assistance from the United States and hereby gives assurance that it will immediately take any measures to effectuate this Agreement.
- (b) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the District by the United States, this assurance obligates the District, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the District for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the District for the period during which the Federal financial assistance is extended to it by the United States.
- (c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the District by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The District recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and Agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the District, its successors, transferees, and assignees.

EXHIBIT "E"

Reclamation Manual / Directives and Standards LND 04-02

[Categories/Laws and Regulations/Reclamation Home Page](#)

Subject: Concessions Management by Non-Federal Partners

Purpose: To establish minimum approval standards for all new, modified, or renewed non-Federal concession contracts.

Authority: Reclamation Act of 1902, as amended and supplemented; Federal Water Project Recreation Act of 1965, as amended; and the Reclamation Project Act of 1939.

Contact: Land, Recreation, and Cultural Resources Office, D-5300

1. Stewardship. Reclamation is responsible for resources stewardship and will adhere to the highest standards for concessions management on all land and water under its jurisdiction. Reclamation may transfer to managing partners the responsibility to develop and manage public recreational areas and concession services. Transferred areas are managed by a partner under Federal authorities, the partner's authorities, specific contracts, and agreements with Reclamation. Well-planned and managed concessions on the Federal estate are of mutual interest to Reclamation and its partners.

2. Non-Federal Policy and Procedures. Reclamation recognizes that State and local laws and regulations may differ from those of Federal agencies. Every effort will be made to ensure that management agreements and concession contracts are compatible with both State and Federal laws. In the absence of the partner having acceptable policies and procedures that address the concessions principles, Reclamation will work with the partner to develop such policies and procedures. As an alternative, the partner may adopt Reclamation's Concessions Management directives and standards and applicable guidelines.

3. Definitions.

A. Concession. A concession is a non-Federal commercial business that supports public recreational uses and provides facilities, goods, or services for which revenues are collected. A concession generally involves use of the Federal estate and may involve the use or development of improvements.

B. Exclusive Use. Exclusive use is any use which excludes other appropriate public recreational use or users for extended periods of time, including concessionaire-permitted sites on which dwellings or improvements are privately owned, such as a cabin, trailer, or mobile home. Exclusive use occurs when there is neither:

- (1) An established process that frequently rotates users of specific sites, and
- (2) A process which accommodates changes in use, including a process for determining and accommodating other desired public uses and resource values.

C. Federal Estate. The Federal land and water areas under the primary jurisdiction of the Department of the Interior, Bureau of Reclamation.

D. Fixed Assets. Fixed assets are any structure, fixture, or capital improvement placed on the Federal estate.

E. Management Agreement. A contractual agreement between Reclamation and a non-Federal public entity (partner) which outlines each party's duties and responsibilities for managing specified Reclamation project lands and/or waters.

F. Nonprofit Organization. A nonprofit organization is defined by the Internal Revenue Service Code and the Code of Federal Regulations.

G. Partner. A partner is a non-Federal public entity that manages recreation and other resources through a contractual agreement with Reclamation.

H. Total Benefits. Total benefits include:

(1) **Direct Returns.** These are fees generated by authorized concessions contracts and paid directly to the managing entity or the United States Treasury.

(2) **Direct Benefits.** These are fees paid into a contractually designated special account for resource and capital improvements that directly benefit the public in the area of operations where the fees are collected.

(3) **Indirect Benefits.** These are improvements to the Federal estate or services performed by the concessionaire that benefit the public.

4. Managing Partner Agreements.

A. Management Agreement. A management agreement is a binding contract between Reclamation and a partner which establishes a relationship that is critical to providing public recreation uses and concession services on the Federal estate.

(1) **Agreement Standards.** The management agreement must be negotiated with the understanding that the agreement and any subsequent concession contracts, including contract renewal or modification, issued by a non-Federal partner meet the standards provided through these Concessions Management by Non-Federal Partners Directives and Standards.

(2) **Contract Approval.** Prior to issuance or renewal of a concession contract by a non-Federal partner, the contract must be approved by Reclamation.

(3) **Stand In Stead Conditions.** All management agreements will contain the conditions under which Reclamation will stand in stead of the partner for concession contracts the partner has entered into, should the management agreement be terminated or expire.

(4) **Review and Evaluation.** All management agreements will authorize Reclamation to schedule concession operation reviews and evaluations.

B. Disposition of Fees. Concession fees earned by a partner will be applied in the following order: returned to the area to provide for operation, maintenance, replacement, and new development requirements or services associated with management of the area or facilities. Any excess fees (profit) will be returned to Reclamation and disposed of according to applicable Reclamation law, rules and regulations, and policy.

C. Statistical Data. The following quantitative information will be provided by the partner and maintained by Reclamation:

(1) Type of services provided;

(2) Length of contract;

(3) Expiration date;

- (4) Gross receipts;
- (5) Fees paid to the U.S. Treasury;
- (6) Total benefits;
- (7) Audit reports and results; and
- (8) Visitor use data.

5. **Concessions Planning.** Concession opportunities and development will consider the concessions principles listed in Reclamation's Concessions Management Policy, be based on appropriate plans independently or jointly developed by the partner or Reclamation, and approved by Reclamation.

6. **Concessions Contracting.** The following items will be addressed in all new concessions contracts issued by non-Federal partners.

A. **Sales and Transfers.** All sales and transfers of existing concessions must be approved according to the management agreement and be reported to Reclamation in a timely manner.

B. **Contract Language.** A partner will develop and use contract language which complies with all applicable Federal laws, rules, executive orders, regulations, and Reclamation's Concessions Management Policy and this Concessions Management by Non-Federal Partners Directives and Standards.

C. **Length of Term.** The term for a concession may not exceed the term of the management agreement between Reclamation and the partner. In general, term length should be as short as possible and based on new investment and analysis of economic factors and conditions.

D. **Subconcessions.** All subconcessions must meet the terms and conditions of the prime concession contract. The partner must approve all subconcessions and notify Reclamation within 30 days.

E. **Concessions Building and Improvement Program.** All designs and construction must be approved by Reclamation prior to initiation and comply with current applicable Federal, State, and local environmental laws or regulations and building code requirements, including those for accessibility and historical preservation. In areas where no construction standards are available, Reclamation may provide appropriate standards. Where required and prior to construction, building permits must be obtained from local authorities by the concessionaire. All facilities will be harmonious in form, line, color, and texture with the surrounding landscape.

F. **Operation and Maintenance Plan.** Concessionaires will prepare an annual operation and maintenance plan which should be approved by the partner. The concessions contract must clearly state what the plan will contain.

G. **Compensation.** A right to compensation exists when a concessionaire places Reclamation-approved fixed assets on the Federal estate. The right to compensation to a concessionaire for fixed assets is the responsibility of the partner and must be addressed in the concession contract issued by the partner.

H. **Partner Obligations for Compensation.** No financial obligation or risk will reside in the Federal Government for compensation for fixed assets as a result of the partner awarding a concession contract. All new concession contracts issued by the partner will address rights to compensation to the concessionaire for fixed assets. Unless Reclamation

has agreed to assume compensation obligations in a concession contract, interests in fixed assets may not extend beyond the term of the management agreement or the concession contract. In addition, the concession contract must provide appropriate language to reduce, eliminate, or allow interests in fixed assets and define methods of compensation, if any, to the concessionaire by the partner.

I. Area of Operation. Each concession contract will include a legal description and a detailed map that defines the area(s) necessary to conduct the business activities authorized by the contract.

J. Additional Facilities or Services. Any proposal for expansion of facilities or services located outside the existing concession boundary must be coordinated by the partner and be approved by Reclamation.

K. Exclusive Use. Any new facility, service, or site determined by Reclamation to be exclusive use will not be allowed. New, renewed, or modified partnership agreements will include clauses which require the partner to: phase out existing exclusive use facilities, services, or sites if the planning process determines that the lands are needed for other public purposes; and remove any existing exclusive use facility, service, or site if:

- (1) Abandoned or not used for the purpose for which it was authorized;
- (2) Condemned or identified as a public health or safety hazard;
- (3) Destroyed by fire, flood, or other acts of nature; or
- (4) Vandalized beyond reasonable repair.

Replacement or relocation of an exclusive use facility, service, or site identified in paragraph K(1) through (4) is prohibited.

L. Reclamation Rights. All concession contracts must be subject to the rights of Reclamation and its agents to use the lands and waters involved for authorized purposes.

M. Termination of Concession Contract. Concession contracts will acknowledge the right of Reclamation to terminate any concession contract authorized by a partner.

N. Total Benefits. The partner will establish and recover fair benefits, including direct return and direct and indirect benefits, for the uses, rights, and privileges granted by a concession contract.

O. Rates and Merchandise. Rates charged by concessionaires for services, food, lodging, and merchandise will be based on charges that are comparable to services, facilities, and merchandise provided by the private sector in similar situations.

P. Concessions Safety Program. Concessionaires are responsible for providing and ensuring a safe and healthful environment by developing, implementing, and administering health, safety, and hazardous materials programs that are approved by the partner and periodically reviewed by Reclamation.

Q. Food Sanitation. Concessionaire's food services will comply with Federal, State, and local regulations.

R. Advertising and Signs. The use of the Reclamation seal, logo, or name must be approved by Reclamation prior to display in advertisements or on signs. The use of outdoor signs or other forms of advertising on the Federal estate must be approved by Reclamation.

S. Utility Services Provided by Reclamation. The value for utility services provided by Reclamation will be based on the recovery of full operating and replacement costs for utility capital investments and comparable utility rates. Utility services include, but are not limited to, electricity, power, water, waste disposal, gas, and communications systems.

7. Concessions Administration.

A. Insurance Program. Concessionaires must have an insurance policy that will indemnify the United States and meet applicable State requirements. All liability policies will provide that the insurance company shall have no right of subrogation against the United States and will provide that the United States is named as additional insured.

B. System of Recordkeeping. Financial reports and records necessary for management and oversight of concessions must be maintained and available to the partner and to Reclamation upon request. At a minimum, each concessionaire will complete Reclamation's annual financial report form(s).

C. Employment of Reclamation Personnel or Family Members.⁽¹⁾ Reclamation employees or family member(s) may not be owners, partners, board members, corporate officers, or general managers of any business providing commercial services on the Federal estate, nor may they have any financial interest in such a company. Ownership of stock shares traded in a recognized open market is not considered a financial interest under these directives and standards. Reclamation employees are further prohibited from using their public office for private or family gain. A Reclamation employee involved in activities concerning preparing specifications, awarding a contract, or administering a concession may not be involved in that activity if the employee or a family member is involved in any phase or operation of that concession. Any Reclamation employee or family member(s) responsible for any phase of a concession contract will receive approval to be excused from duties if the employee or a family member is involved in competing for the contract or the Reclamation employee will financially benefit from the awarding of the contract.

D. Annual Review and Evaluation. At a minimum, a joint annual review of concessions operations must be completed by the partner and Reclamation. Such a review should identify problems and implement solutions in a written report.

E. Nonprofit Organizations. In certain circumstances, it may be suitable for cooperative associations or nonprofit organizations to sell goods or provide visitor services to meet Reclamation's and the partners goals and objectives. These associations and organizations must not be associated with a concessionaire and any such arrangements must be approved by the partner and Reclamation. All organizations must provide proof of their nonprofit status to Reclamation and the partner.

¹ Guidance on this issue should be obtained from an Ethics Counselor in the servicing Reclamation Personnel/Human Resources Office.

AFFIDAVIT

I, Patricia B. Larson, declare as follows:

On December 16, 1999, the Board of Directors of the Auburn Area Recreation and Park District adopted the Bureau of Reclamation Agreement for the Dam Overlook, Railhead Park and Maidu Facilities.

The Board authorized Chairman William Wauters the power to sign the original Agreement on behalf of the Park District.

AYES: 3

NOES: 0

ABSENT: 2

Dated: January 13, 2000

ATTEST:

Patricia B. Larson
Patricia B. Larson
Clerk to the Board of Directors

Friday May 09 2014 | 0 comments

2

ARD wants public input on upcoming projects 3 parks are scheduled future development, improvement

By: Amy Lobenberg, Journal Staff Writer

Buy This Photo Now



The Auburn Area Recreation and Park District is asking for public input about a proposed operation and development plan that will help the organization create guidelines for managing, developing and maintaining three local parks.

The areas in question are Railhead Park, a 14-acre park featuring two large soccer fields; Overlook Park, a 25-acre park featuring a skate park and views of the American River Canyon; and the Canyon View Community Center, an 18,000-square-foot building sitting on 38 acres.

ARD is specifically interested in hearing from residents about possible improvements to be made to the three sites. This would include new projects and infrastructure upgrades that would be made within the next 10 years.

ARD Administrator Kahl Muscott said he believes that Overlook Park has the most potential for new features and improvements.

"Some of the suggestions have been improving the end of the overlook itself by adding a viewing platform and some turf or landscape," Kahl said. "There have also been some suggestions about adding a kiosk to explain about the canyon. We have also heard ideas about creating some trails in the area that would be less intimidating than some other trails in the canyon, for beginning hikers. We have talked about wanting to make the canyon less intimidating for people. We want to get them out there because it's such a wonderful treasure."

ARD Director Scott Holbrook said he would like to see improvements made to Railhead Park to encourage more sporting events for families to watch or partake in.

"I would expand the sporting opportunities there and increase the size of the fields," said Holbrook. "It would be nice to create some shade structures for those who want to watch the sports or picnic while they are watching the teams."

He added that costs should be kept in mind when discussing the future park additions.

"The key thing is," he said, "whatever we do needs to be relatively low maintenance. Our general funds are precious, limited and not guaranteed, so all the features that I would be looking at would be very low maintenance."

ARD director Gordon Ainsleigh said he spends a lot of time at Overlook Park planting trees, which is something he started doing 20 years ago after realizing that his car was baking in the sun while he went on long runs. He said he would like to see improvements made to the park that would discourage criminal behavior.

"Over the weekend I was taking the mistletoe out of an oak (at Overlook Park) and talked to some runners that went by," Ainsleigh said. "The thing I see as the main problem at Overlook is people who take their vehicles out of the parking lot and down the hill to go four-wheel driving. It also appears that there is some drug dealing that goes on in the back corner. I talked to some kids and it's a sweet location, but they are going to lose it because people are dealing drugs back there."

Ainsleigh said he thinks adding surveillance cameras in the park would solve the problem.

"I just regret not thinking of that sooner," said Ainsleigh. "We could put in surveillance video and audio and put a sign up that says, 'Enjoy yourself, but don't do anything illegal because you are under surveillance.'"

To provide suggestions and comment to ARD staff individuals can:

- Visit www.auburnrec.com, which provides information about the operation and development plan, the parks managed by ARD and contact information for sharing suggestions and comments.
- Email Landscape Architect/Project Manager Pamela Vann at pvann@auburnrec.com or call her at (530) 885-0611 extension 107.
- Attend an Acquisition and Development Committee or Board of Directors Meeting. Dates and times of the meetings can be found on the ARD website.

Comments are due by May 16.

Keywords:

Auburn Area Recreation and Park District Kahl Muscott Scott Holbrook Gordon Ansleigh overlook park Railhead Park Canyon View Community Center



United States Department of the Interior

BUREAU OF RECLAMATION
Mid-Pacific Region
Central California Area Office
7794 Folsom Dam Road
Folsom, CA 95630-1799

IN REPLY REFER TO:

CC-410B
LND-8.00

Mr. Kuhl Muscott
District Administrator
Auburn Area Recreation and Park District
471 Maida Drive
Auburn, California 95603-5774

Subject: Project Proposal for Railhead Park Site Improvements, Auburn, California

Dear Mr. Muscott:

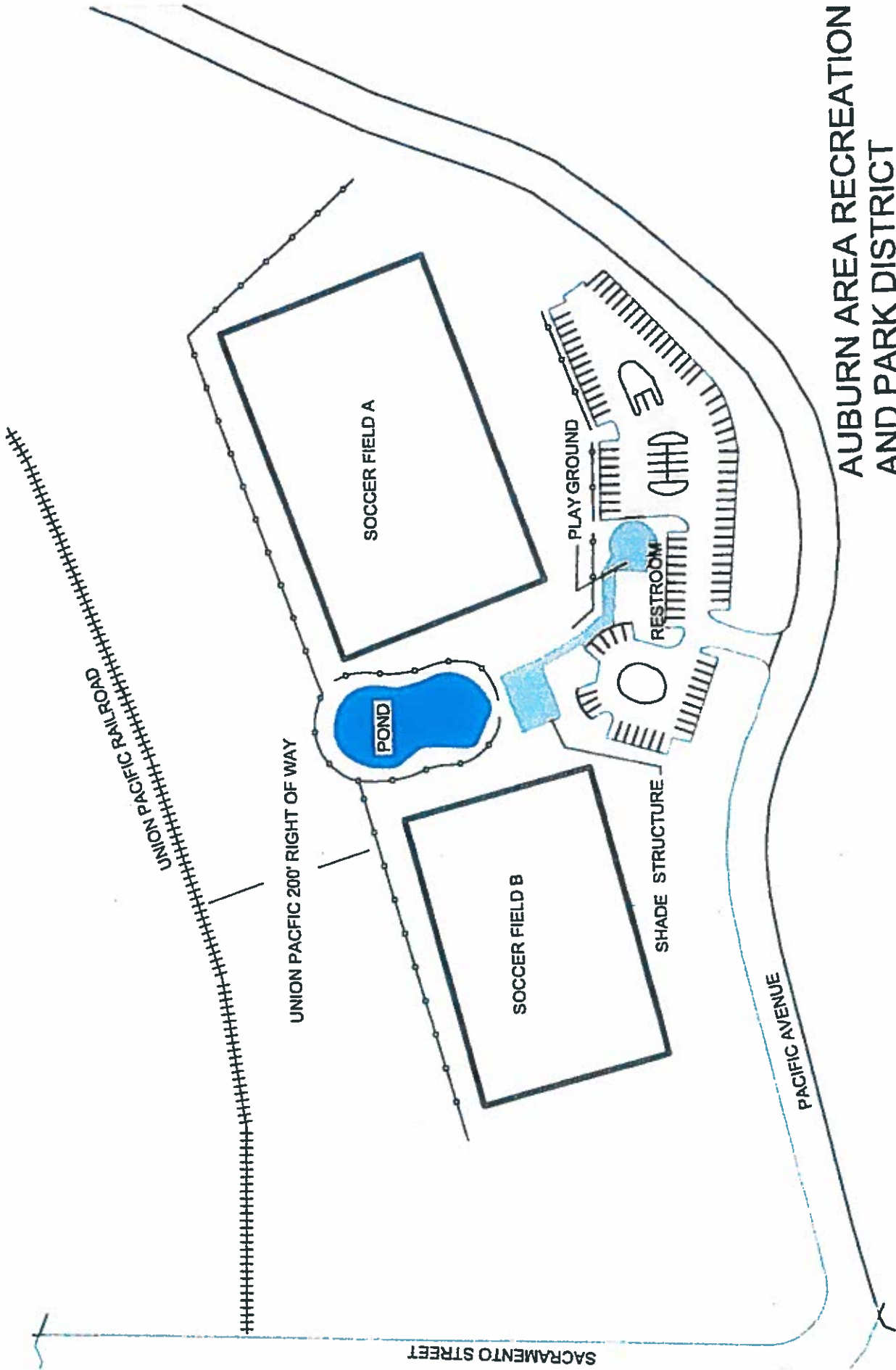
This letter is in response to the proposal and drawings you submitted on February 5, 2014, as updated March 25, 2014, for Auburn Area Recreation and Park District to make certain improvements to existing landscaping, irrigation, drainage, playground areas, and accessibility at Railhead Park on Pacific Avenue in Auburn, California.

This project is approved based upon the proposal and design plans submitted by your agency. Please provide detailed "as built" drawings of the facilities upon completion of the project. Prior to construction, please provide copies of any permits which may yet be obtained for this project.

We appreciate your cooperation with our staff in reviewing plans for these improvements on Bureau of Reclamation lands. If you have any questions or require further assistance, please contact Mr. Emmett Cartier at 916-989-7255 or e-mail ecartier@usbr.gov.

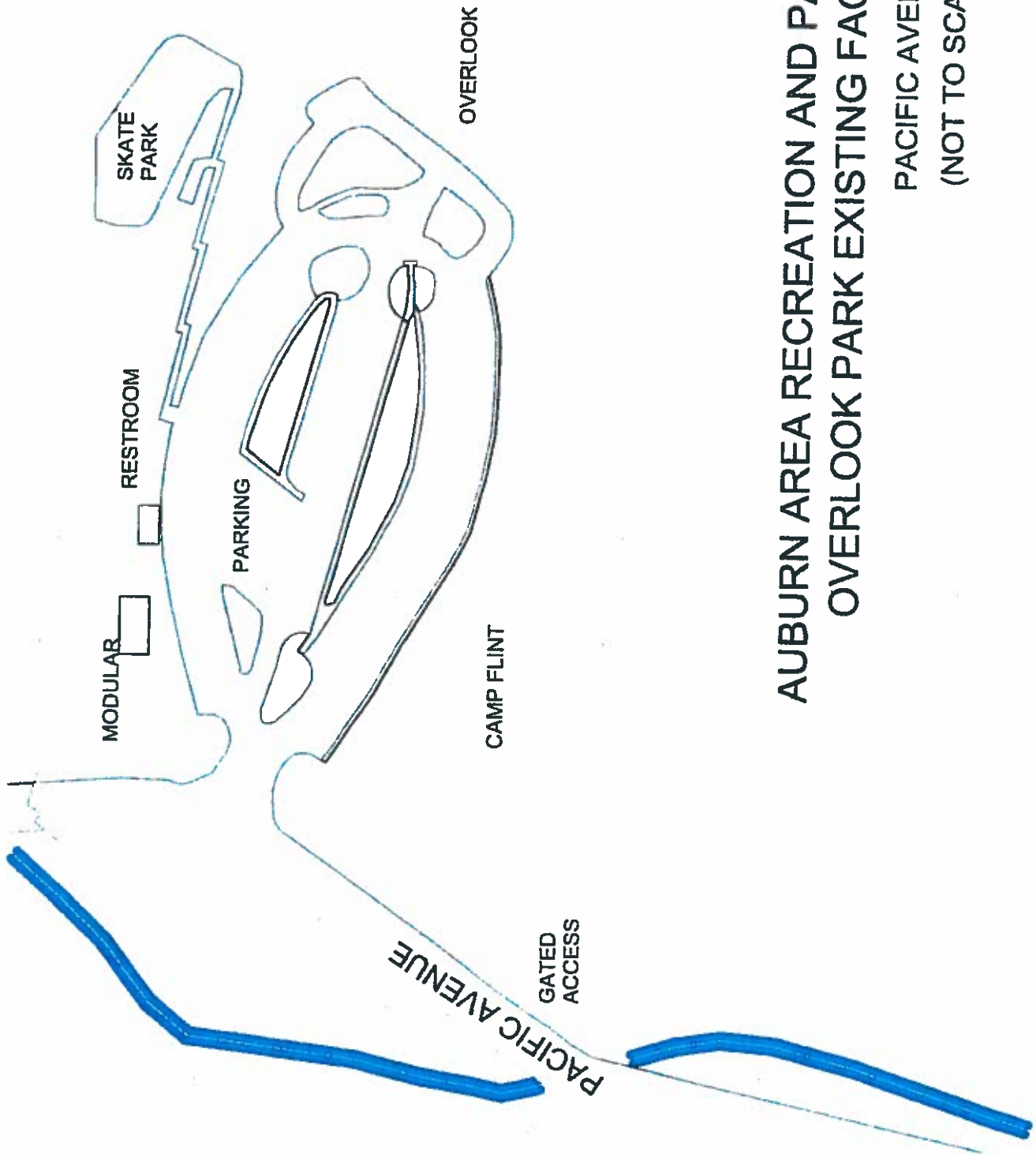
Sincerely,

Drew F. Lessard
Area Manager



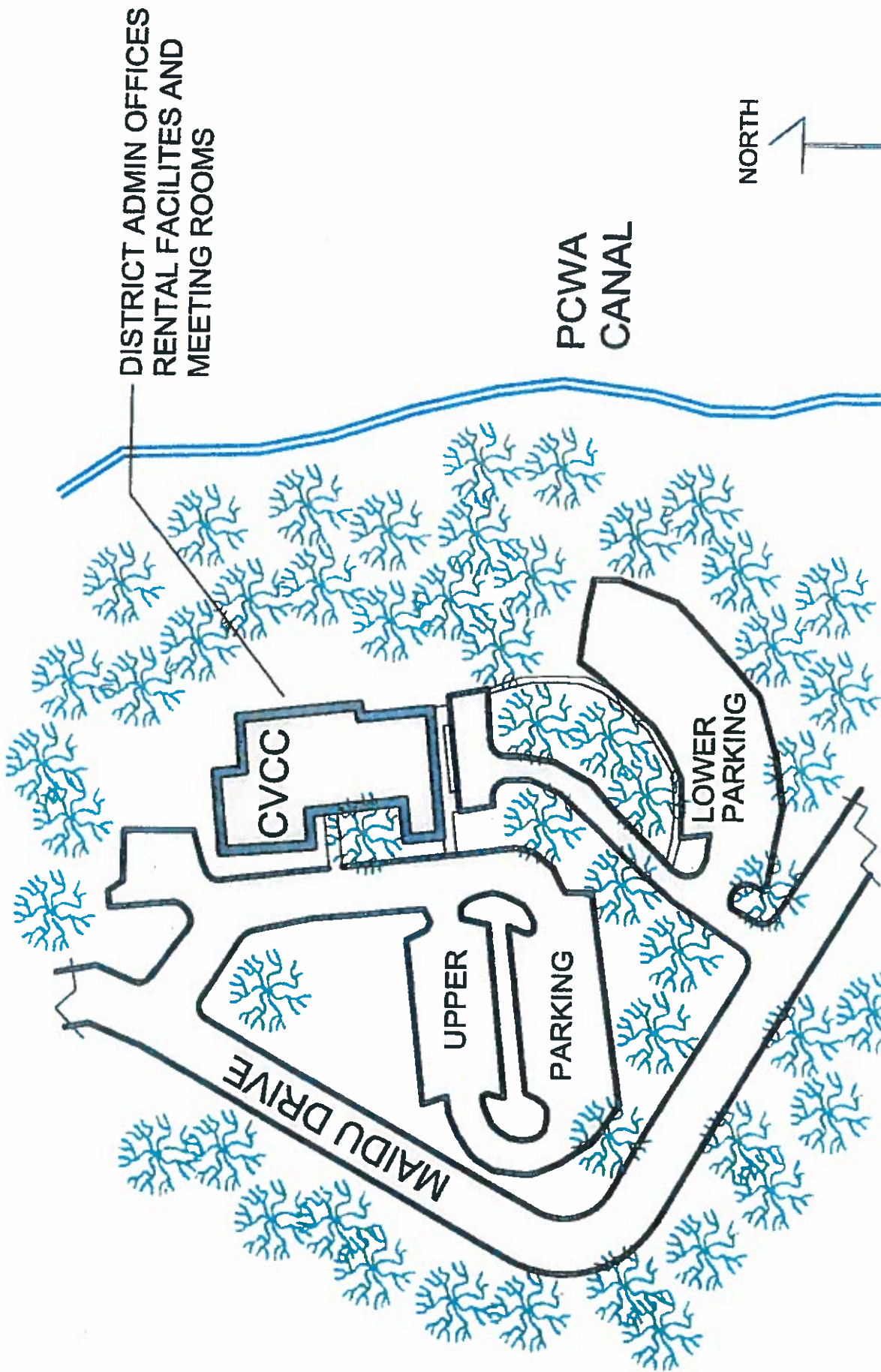
AUBURN AREA RECREATION AND PARK DISTRICT

RAILHEAD PARK FACILITIES PLAN
(NOT TO SCALE)



AUBURN AREA RECREATION AND PARK DISTRICT OVERLOOK PARK EXISTING FACILITIES PLAN

PACIFIC AVENUE, AUBURN, CA
(NOT TO SCALE)



**AUBURN AREA RECREATION AND PARK DISTRICT
CANYON VIEW COMMUNITY CENTER FACILITY MAP
(NOT TO SCALE)**

Appendix Two Public Input

1. Focus Group Summary

SUMMARY OF FOCUS GROUP COMMENTS

Item	FG Date	Amenity/Comment	Park/Location
1	29-Apr	Passive uses at for overlook possibly including picnic, grassy areas, tables, music venues, classes such as yoga, tai chi, attractive outdoor flex space, beautify the overlook area, preserve overlook for viewing, wedding venue, view deck, include uses that would draw the public and help with undesirable activities at park	Overlook
2	29-Apr	Campground behind PCWA on Maidu property	Maidu
3	29-Apr	Overnight facilities for parking	?
4	29-Apr	Kiosk and interpretive/historical memorials, endurance runs etc for overlook area	Overlook
5	29-Apr	Transition uses from youth to older generation to respond to changing demographics	All parks
6	29-Apr	trails and education areas	Maidu
7	29-Apr	pink pong club would like more space	Maidu
8	29-Apr	bike park a good idea	Maidu
9	29-Apr	possible more soccer facilities if demand increases	unspecified
10			
11	1-May	Dog park this side of town	unspecified
12	1-May	Disc golf	unspecified
13	1-May	newer more modern restrooms	all parks
14	1-May	fishing pond	Railhead
15	1-May	new gym	not specified
16	1-May	obstacle course and cross training facilities	not specified
17	1-May	zip lines	Overlook
18	1-May	Tables, trail loop, interpretive kiosks for flora/fauna	Overlook
19	1-May	Camp Flint interpretive site	Overlook
20	1-May	Kiosk infor historical canyon theme	Overlook
21	1-May	Year around field - artificial turf field	Overlook
22	1-May	Camp ground at old dump site	Railhead
23	1-May	Find more classes for off times at soccer fields	Overlook
24	1-May	Install security cameras	Railhead
25	1-May	Botany trail with picnic loop and interpretive signs	all parks
26	1-May	Permanent cross-fit course	Overlook
27	1-May	Kiosks that help people orient to the canyon	Maidu
28			Overlook
29	6-May	More parking	Railhead
30	6-May	More shade trees	Railhead

SUMMARY OF FOCUS GROUP COMMENTS

31	6-May	Activities/classes that help people connect lifestyle to canyon and outdoor activities	All parks
32	6-May	Short interpretive trail	Overlook
33	6-May	Trail with signs in undeveloped crossing on Maidu	Maidu
34	6-May	Historic kiosks	Overlook
35	6-May	Viewing platform	Overlook
36	6-May	Natural landscaping	Overlook
37	6-May	Climbing walls	Overlook
38	6-May	Areas for small group classes outdoors	Overlook
39	6-May	Scheduled hikes program and signs to help orient people to canyon	Overlook
40	6-May	Provide connectivity between properties, i.e. trails to increase overall network and allow people to walk natural areas between properties	Overlook
41	6-May	Better connectivity from Railroad to canyon	All parks
42	6-May	Signs cleaning showing trails etc to make parks more "friendly"	Railhead
43	6-May	More uses for seniors	All parks
44	6-May	Overlook deck	All parks
45	6-May	More endurance sports	Overlook
46	6-May	Possible fire pit	All parks
47	6-May	More bike/multipurpose trails	unspecified
48	6-May	Signage on snakes/ticks etc. to warn public	unspecified
49	6-May	Partnering with other agencies to facilitate trail connections and activities	All parks
50	6-May	hard surface trails for seniors	All parks
			unspecified

Item 7.5 Cover sheet – Resolution #2018-18: Contract Approval for Regional Park Play Structure Purchase & Installation

Auburn Area Recreation and Park District Acquisition and Development Committee July 18, 2018; Board of Directors Meeting July 26, 2018

The Issue

Shall the Auburn Recreation District Board of Directors authorize and approve Resolution #2018-18, a resolution approving a contract with BCI Burke Company for the purchase and installation of the new play structure at Regional Park for the total of \$113,435.09?

Background

The ARD Board of Directors approved the new play structure at Regional Park Project as part of the 2018/2019 Project List.

Five playground vendors were invited to submit designs to fit a \$100,000 budget and the designs were put out to the public to be voted on via the ARD website. BCI Burke Company (Burke Playgrounds) gained the most votes. A pie chart graphic showing these results is attached.

The play structure will be purchased and installed via an agreement with National Intergovernmental Purchasing Alliance (National IPA). Information on National IPA and the front end of the contract that ARD is “piggybacking” from is attached. For a full version of the 279 page contract, please visit:

http://www.nationalipa.org/Contracts/R170301/Contract_BCI%20Burke.pdf

Per the District Policy Manual, this type of purchasing is allowed for contracts solicited within the last two years (the contract ARD will be using was solicited in 2017).

IV. Competitive Bidding

G. **Exceptions to Competitive Bidding.** Provisions requiring competitive bidding shall not apply to the following instances:

5. When another public agency (district, city, county or state) has administered a competitive bid process within the past two years for the same or substantially similar supplies, services or equipment.

The cost includes the demolition and removal of the old play structure and containment border and includes new playground border materials, new swings and diggers for the existing sand box.

Recommendation for the Board of Directors

Staff recommends that the Board of Directors authorize and approve Resolution #2018-18 for the purchase and installation of the new play structure at Regional Park with BCI Burke Company in the amount of \$113,435.09.

RESOLUTION NUMBER 2018-18

A RESOLUTION OF THE GOVERNING BOARD OF DIRECTORS OF THE AUBURN AREA RECREATION AND PARK DISTRICT AWARDING A CONTRACT FOR THE REGIONAL PARK PLAYGROUND REPLACEMENT PROJECT

WHEREAS, the Auburn Area Recreation and Park District Board of Directors authorized the Regional Park Playground Project on the 2017/2018 Project List and

WHEREAS, the Auburn Area Recreation and Park District solicited designs from five different playground vendors for the purchase and installation of the Regional Park Playground Project for the target budget amount of \$100,000.00 and

WHEREAS, the Auburn Area Recreation and Park District put the five playground designs out to vote by the public on June 1st, 2018 and

WHEREAS, the Auburn Area Recreation and Park District tallied the votes from the public on July 1st, 2018 and determined the winner, and

WHEREAS, the Auburn Area Recreation and Park District is purchasing this playground through an intergovernmental purchasing alliance (National IPA) which provides competitively solicited and evaluated contracts for use by other governmental agencies,

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

That the Auburn Area Recreation and Park District awards the Regional Park Playground Project to BCI Burke Company. The District Administrator is authorized to enter into a contract for the Regional Park Playground Project with BCI Burke Company in the amount of \$113,435.09 and approves a District controlled contingency of 5% or \$5,671.75. The total for all is \$119,106.84.

APPROVED, PASSED, AND ADOPTED ON July 26, 2018 by the following roll call vote:

Ayes:

Noes:

Absent:

Abstain:

James A. Gray
Chairman of the Governing Board

ATTEST:

Clerk to the Governing Board

Accepted and Approved



Signed: _____

Date: _____

**BCI Burke Company
Domestic Sales Quotation**

Name: Michael Scheele
 Title:
 Organization: Auburn Area Recreation District
 Phone Number: (530) 863-4622
 Email/Fax Number: mscheele@auburnrec.com
 Address: 123 Recreation Drive

Date: 3/30/2018
 Quotation #: 6777
 Prepared By: Jessica Westphal
 Proposal #: 993-106673-1
 Terms: Net 30 Days
 Est. Ship Date: 4-5 Weeks from Order Entry

City, State, Zip Code: Auburn, CA 95603
 Ship To Name: Michael Scheele
 Ship To Zip Code: 95603

Project Name: Regional Park-3770 Richardson Drive

QTY	Product Code	Description	Weight	Extended Weight	Price	Extended Price
1	993-106673-1	Burke Nucleus Structure including 4-Bay Arch Swing with (2) Tot Seats, (4) Belt Seats, (2) Freedom Swings, Verve VI Climber and (2) Little Diggers	10,321	10,321	\$89,753.00	\$89,753.00
1	Demo	~Demo Play/Wood Border ~Remove and Dispose existing play structure including footings and approx. 330 Linear Feet Wood and Sandbox Border ~Stock/Re-install Engineered Wood Fiber ~Provide labor and equipment to pull back & stockpile playground wood chips and reinstall after playground install, figured at approx 186 Cubic Yards ~Haul away, remove and dump any unusable Engineered Wood Fiber (Does not include supplying new Engineered Wood Fiber if needed)			\$12,000.00	\$12,000.00
1	Install	Installation of Burke Equipment with in ground footings per manufacturer's specs through existing soil. Trucking/Bobcat access required.			\$0.00	\$0.00

Total Above Items	10321	\$101,753.00
Freight		\$5,175.00
Tax Rate(s)	7.25%	\$6,507.09
Grand Total		\$113,435.09

Jessica Westphal

Title: Sales Support Coordinator, BCI Burke Company, LLC

*Thank you for the opportunity to provide you with this quote.
 We look forward to filling your park & playground needs in the months and years to come!*

Pricing valid for 30 days from date of quote.

BCI Burke Company LLC

Special Notes:

Prices do not include unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing (unless shown in quoted items above), installation (unless shown in quoted items above) or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. Freight charges are predicated on all items being ordered and shipped at the same time.

BCI Burke Company, LLC

"An ISO 9001:2008 and ISO 14001:2004 Certified Company"

660 Van Dyne Road • P.O. Box 549 • Fond du Lac, WI 54936-0549 • Phone (920) 921-9220 • Fax (920) 921-9566 • www.bciburke.com

Play That Moves You®

INFORMATION
MINIMUM FALL ZONE
SURFACED WITH
RESILIENT MATERIAL
AREA

4167 SQ FT.

PERIMETER
551 FT.

STRUCTURE SIZE
87' 7" x 75' 9"

STRUCTURE IS DESIGNED
FOR CHILDREN AGES:

- 6-23 MONTH OLDS
- 2-5 YEAR OLDS
- 5-12 YEAR OLDS
- 13 + YEAR OLDS

The play components identified
in this plan are IPEMA
certified. The use and layout of
these components conform to the
requirements of ASTM F1487.
To verify product certification,
visit www.ipema.org

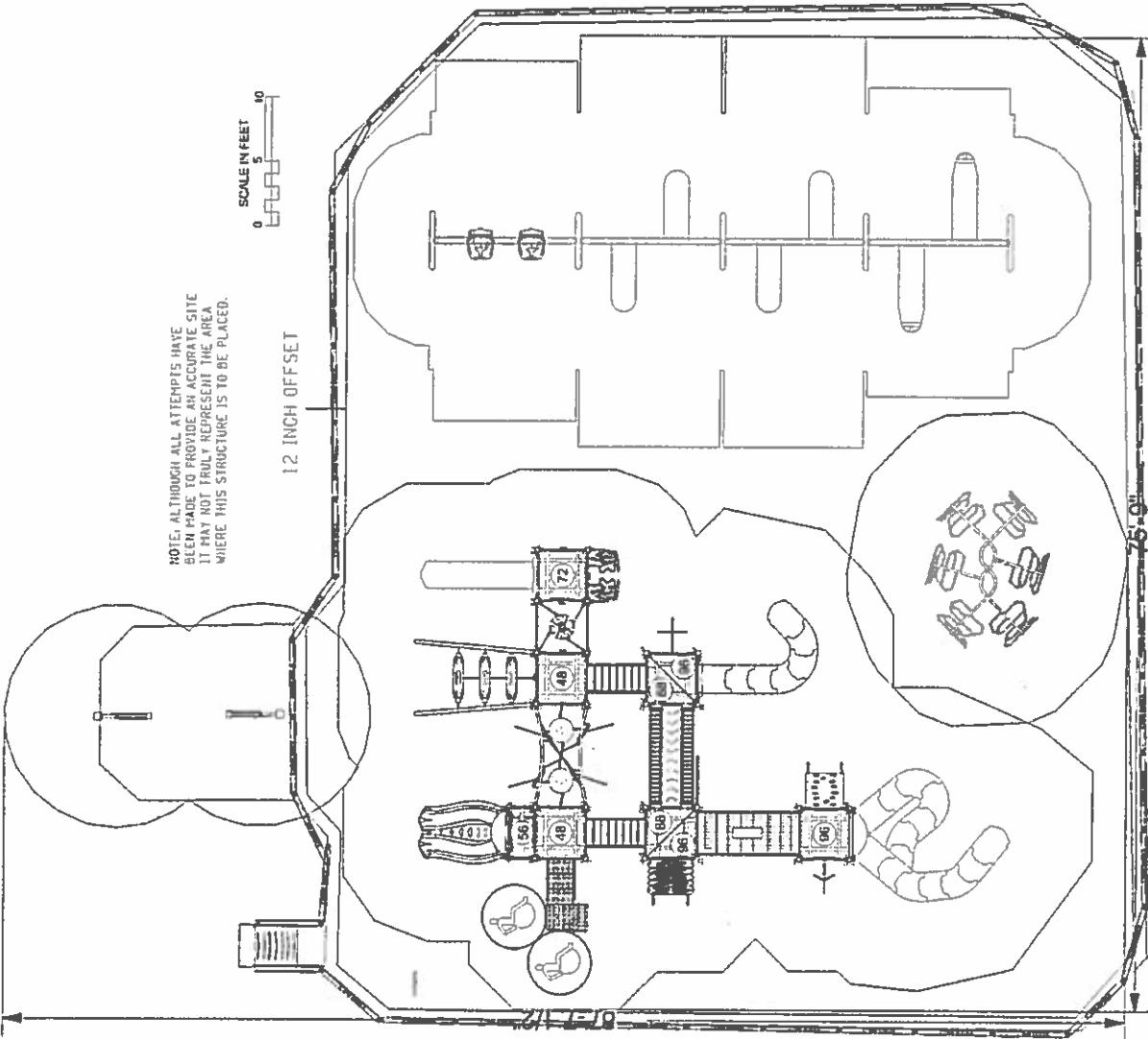
The space requirements shown
here are to ASTM standards.
Requirements for other standards
may be different.

The use and layout of play
components identified in this plan
conform to the CPSC guidelines.
U.S. CPSC recommends the
separation of age groups in
playground layouts.

NOTE: ALTHOUGH ALL ATTEMPTS HAVE
BEEN MADE TO PROVIDE AN ACCURATE SITE
IT MAY NOT TRULY REPRESENT THE AREA
WHERE THIS STRUCTURE IS TO BE PLACED.



12 INCH OFFSET



WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH
AND AROUND THIS EQUIPMENT.
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for
Public Playground Safety.
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS	71	HEED	0
NUMBER OF ELEVATED PLAY EVENTS	15	PROVIDED	0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP	0	PROVIDED	12
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM	12	RTOID	8
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM	12	REOD	5
NUMBER OF GROUND LEVEL PLAY EVENTS	12	PROVIDED	12
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS	4	PROVIDED	4

February 07, 2018

SERIES: Basics, Intensity, Nucleus

SITE PLAN

DRAWN BY: Joel Schleis

Auburn Rec Dist Regional Park South

3770 Richardson Drive

Auburn, CA 95603

BCI Burke Company

993-106673-1



Li: 993-106673-1

AUBURN REC DIST REGIONAL PARK SOUT

Michael Scheele

From: Kelvin Fountano <kelvin@norcalplaygrounds.com>
Sent: Monday, June 04, 2018 1:15 PM
To: Michael Scheele
Subject: Kelvin-ADA
Attachments: ADA Accesibility Guidelines.docx

Here you go Mike, Let me know if you need additional info or if revisions are needed.
Thanks
Kelvin

ELEVATED ACTIVITIES: # 15

ACCESSIBLE ACTIVITIES: # 12

REQUIRED ACCESSIBLE ACTIVITIES: # 8

GROUND ACCESSIBLE ACTIVITIES: # 12

REQUIRED GROUND ACCESSIBLE ACTIVITIES: # 5

ACCESSIBLE ACTIVITY TYPES: #4

REQUIRED ACCESSIBLE ACTIVITY TYPES: #3

TOTAL NUMBER OF PLAY EVENTS: 27

BCI BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of invoice.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of invoice as follows:

- One Hundred (100) Year Warranty on aluminum and steel upright posts (including Intensity®, Voltage®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKconnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Voltage®, Intensity®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals
- Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings, loops and rungs.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on swing seats and hangers; Kid Koaster® Trolleys and other moving parts against structural failure due to materials or workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather, immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

TERMS OF SALE

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

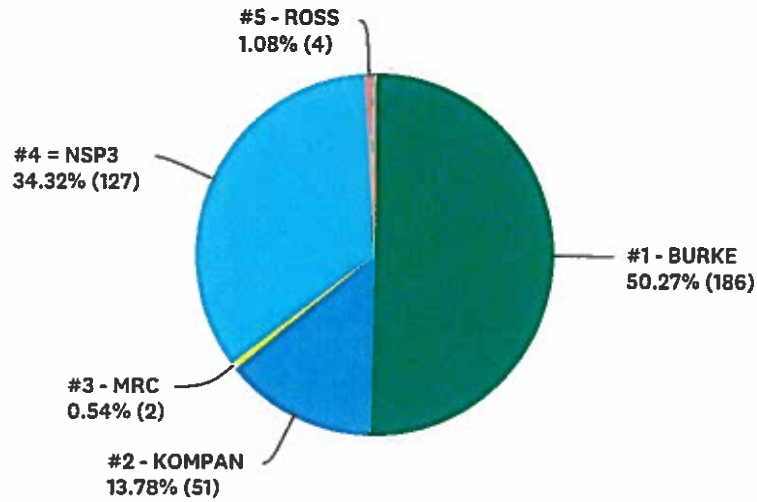
Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2018

Q1 WHICH PLAY STRUCTURE DO YOU PREFER? (Final colors will be greens, tans and browns.)

Answered: 370 Skipped: 0



ANSWER CHOICES

- #1 - BURKE
- #2 - KOMPAN
- #3 - MRC
- #4 = NSP3
- #5 - ROSS
- TOTAL

RESPONSES

50.27%	186
13.78%	51
0.54%	2
34.32%	127
1.08%	4
	370

Screen shot from the ARD website showing the playgrounds that were voted on

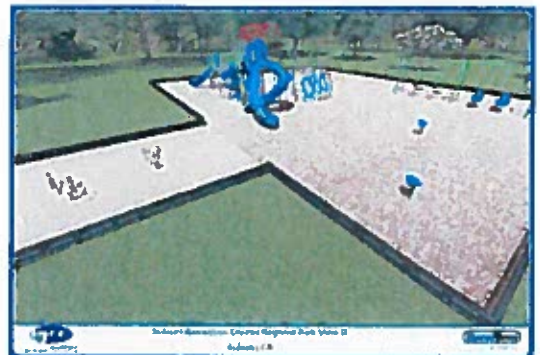
#1 - BURKE



#2 - KOMPAN



#3 - MRC



#4 - NSP3



#5 - ROSS



About National IPA

National IPA saves you time and money. Participating in the cooperative buying power of more than 50,000 entities allows you to pay less for products and reduce administrative costs, which helps you do more with less. So why is National IPA so effective at creating more economical buying opportunities for you? Because we offer strength in numbers and years of government purchasing experience, you can have confidence in every contract.



Contracts are competitively solicited, evaluated and awarded by a government entity acting as the lead agency.

Contracts are awarded utilizing industry best practices, processes and procedures, ensuring maximum value and absolute security with complete transparency of the process.

Most experienced cooperative team in public procurement, cooperative purchasing and supply chain management.

Founding Member of National Coalition for Public Procurement.

Robust portfolio of quality contracts.

In these days of dwindling dollars, you want a partner who can help strengthen your buying position, reliably and consistently.

What Differentiates National IPA?

Portfolio

National IPA has the most robust portfolio of quality contracts in the cooperative space! Our agreement portfolio has everything your organization needs to run efficiently and effectively.



People

National IPA has the most experienced cooperative team in public procurement, cooperative purchasing and supply chain management. With over 150 combined years of public procurement experience and over 275 years of cooperative purchasing experience, you can trust that you are in good hands with our team!

Process

Contracts are competitively solicited and publicly awarded by a government entity. Awards are made utilizing the best processes and procedures ensuring maximum value and absolute security with complete transparency of the process. The Lead Agency Model is considered to be a best practice in the industry!

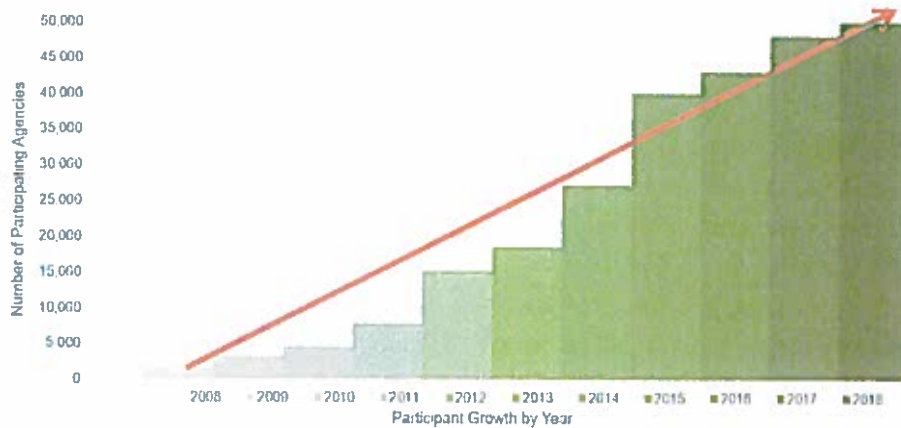
Participation

Participating in the cooperative buying power of more than 48,000 entities allows you to pay less for products and reduce administrative costs, which helps you do more with less! We are the fastest growing in the market, resulting in the largest purchasing power to save you valuable time and resources!

Our partners are nationally-recognized, industry leading suppliers and manufacturers. You don't have to sacrifice great quality for a great price!

Some of our top-rated partners include:

National IPA Participant Growth 2008-2018



Partners



Principal Lead Agencies

Our lead agencies are considered to be the best in public procurement. They adhere to the highest standards of procurement so you can feel secure knowing that you are in full compliance of industry regulations!



Award Winning Agencies



The following lead agencies are proud recipients of the 2017 Achievement of Excellence in Procurement (AEP) Award:

- City of Rochester Hills, MI
- County of Sacramento, CA
- City of Tucson, AZ

Lead Agency Contracting Process



All agreements offered through National IPA have been awarded via a thorough Request for Proposal (RFP) competitive solicitation by a public agency/governmental entity (e.g. state, city, county, public university or school district). The contracting process is the foundation of National IPA and sets us apart from other cooperatives. In order for even the most restrictive agencies nationwide to realize the best value offered by cooperative procurement, National IPA ensures that industry best practices, processes and procedures are applied.

The Cooperative Contracting Process

1. The lead agency prepares a competitive solicitation, incorporating language to make the agreement accessible nationally to agencies in states that allow intergovernmental (i.e. "piggyback") contract usage.
2. The lead agency issues the solicitation and any required amendments and notifications, and conducts pre-proposal conferences/meetings.
3. Interested suppliers respond to the solicitation.
4. The lead agency evaluates the responses, negotiates the final terms and conditions and ultimately awards the master agreement.
5. All documentation is posted on the National IPA website and made available to the public.

National IPA is committed to the integrity of the procurement process. Access to solicitation and award documentation is always available in the Documentation sections of each awarded agreement. No FOIA or special request necessary.

The lead agency procurement teams and the National IPA team of certified public procurement officials are available to answer any questions you may have or discuss the process in detail.

The Lead Agencies

The lead agencies who currently solicit and award cooperative contracts available through National IPA are considered some of the best procurement teams in the nation. National IPA is honored to be partnered with the best-of-the-best when it comes to process procedures and industry leaders.

Region 4 Education Service Center

Contract R170301

for

Playground Systems, Installation, Service and Related Items

with

BCI Burke Company, LLC

Effective: May 1 ,2017

The following documents comprise the executed contract between Region 4 Education Service Center and BCI Burke Company, LLC, effective May 1, 2017

- I. Vendor Contract Signature Form
- II. BCI Burke Response
- III. Original Request for Proposal

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days

Company name BCI Burke Company, LLC

Address 660 Van Dyne Road

City/State/Zip Fond du Lac, WI 54937

Telephone No. (920) 921-9220

Fax No. (920) 921-9566

Email address sales@bciburke.com

Printed name Michael E. Phelan

Position with company President / CEO

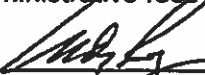
Authorized signature 

Accepted by The Cooperative Purchasing Network:

Acknowledgement of Addendum Number(s): 1

Term of contract May 1, 2017 to April 30, 2020

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.


Region 4 ESC Authorized Board Member

4/25/2017
Date

Amy Reyes
Print Name

Margaret S. Bass
Region 4 ESC Authorized Board Member

4/25/2017
Date

Margaret S. Bass
Print Name

TCPN Contract Number R170301

California

State of California

California Government Code

Title 1 General Provisions

Division 7 Miscellaneous

Chapter 5 Joint Exercise of Powers

Article 1 Joint Powers Agreements

§ 6500 Gov't.

As used in this article, "public agency" includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, or any joint powers authority formed pursuant to this article by any of these agencies.

§ 6502 Gov't.

If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, even though one or more of the contracting agencies may be located outside this state. It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies.

Item 7.6 Cover Sheet: Resolution #2018-15: Transfer of City Trust Fund Reserves and Future Capital Construction Reserves

Auburn Area Recreation and Park District July 18, 2018 Finance committee meeting, July 26, 2018 Board of Directors Meeting.

The Issue: Shall the Auburn Area Recreation and Park District approve and adopt Resolution #2018-15, a resolution authorizing the transfer funds from the City Trust Fund and the Future Capital Construction Reserves to reimburse the general fund for the purchase of, and improvement to, Recreation Park, Pool Bleachers Shade Structure?

Background: At the April 27, 2017 Board meeting, the Board of Directors authorized the replacement of and improvement to the Recreation Park Pool Bleachers Shade Structure. Staff researched several different options and settled on initiating a contract with NSP3 as the lowest bid option.

The District spent \$72,122 to purchase the Shade Structure and handle all necessary installation requirements. All expenses were paid out of the general fund.

Recommendation:

The Finance Committee reviewed and recommended forwarding to the Board of Directors for adoption Resolution #2018-15, a resolution approving the transfer of the City Trust funds to the General Fund in the amount of \$50,000 and the transfer of the Future Capital Construction Reserve funds to the General Fund in the amount of \$11,902 as this is an appropriate use of these reserves.

Attachment: Resolution Number 2018-15

RESOLUTION NUMBER 2018 - 15

A RESOLUTION OF THE GOVERNING BOARD OF DIRECTORS OF THE AUBURN AREA RECREATION AND PARK DISTRICT APPROVING THE TRANSFER OF FUNDS IN THE AMOUNT OF \$50,000 FROM THE CITY TRUST FUND RESERVE AND \$11,902 FROM THE FUTURE CAPITAL CONSTRUCTION RESERVE TO THE GENERAL FUND

WHEREAS, in April of 2017, the Auburn Area Recreation & Park District Board of Directors approved the project list for Fiscal Year 2017/2018, and;

WHEREAS, one of the approved projects, the Recreation Park, Pool Bleachers Shade Structure have been completed and reserve funds need to be transferred, and;

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

That the Auburn Area Recreation and Park District Board of Directors hereby transfers \$50,000 from the City Trust Fund Reserve Account and \$11,902 from the Future Capital Construction Reserve account to the General Fund for completion of the Recreation Park, Pool Bleacher Shade Structure.

APPROVED, PASSED, AND ADOPTED ON July 26, 2018 by the following roll call vote:

Ayes:

Noes:

Absent:

Abstain:

James A. Gray
Chairman of the Governing Board

ATTEST:

Clerk to the Governing Board

Item 7.7 Cover Sheet: Resolution #2018-16: Transfer of Equipment Reserve Fund

Auburn Area Recreation and Park District July 18, 2018 Finance committee meeting, July 26, 2018 Board of Directors Meeting.

The Issue: Shall the Auburn Area Recreation and Park District approve and adopt Resolution #2018-16, a resolution authorizing the transfer of funds from the Equipment Reserve Fund to reimburse the general fund for the purchase of, a Toro Groundmaster Mower, a Kioti Tractor and a Pool Cover for Marsha Skinner Memorial Pool?

Background: At the April 26, 2018 Board meeting, the Board of Directors authorized the revised Obsolescence List which included replacing the Marsha Skinner Memorial Pool Cover.

At the May 10, 2018 Special Board meeting, the Board of Directors authorized the replacement and trade in of the 2006 John Deere Mower with a new Toro Grandmaster Mower and the replacement and trade in of the 1993 Kubota Tractor with a new Kioti Tractor.

The District spent \$64,996 (less: the \$2,500 trade in) to purchase the Toro Grandmaster Mower. The District spent \$31,099 (less: the \$7,000 trade in) to purchase the Kioti Tractor. The District spent \$7,529 to purchase the Knorr Systems Pool cover for the Marsha Skinner Memorial Pool. All expenses were paid out of the general fund.

Recommendation:

The Finance Committee reviewed and recommended forwarding to the Board of Directors for adoption Resolution #2018-16, a resolution approving the transfer of the Equipment Reserve fund to the General Fund in the amount of \$94,124 as this is an appropriate use of these reserves.

Attachment: Resolution Number 2018-16

RESOLUTION NUMBER 2018 - 16

A RESOLUTION OF THE GOVERNING BOARD OF DIRECTORS OF THE
AUBURN AREA RECREATION AND PARK DISTRICT APPROVING THE
TRANSFER OF FUNDS IN THE AMOUNT OF \$94,124 FROM THE EQUIPMENT
RESERVE FUND TO THE GENERAL FUND

WHEREAS, in April of 2018, the Auburn Area Recreation & Park District Board of Directors approved the Obsolescence List for Fiscal Year 2018/2019, and;

WHEREAS, one of the approved assets, the Toro Groundmaster Mower has been purchased and reserve funds need to be transferred, and;

WHEREAS, one of the approved assets, the Kioti Tractor has been purchased and reserve funds need to be transferred, and;

WHEREAS, one of the approved assets, the Knorr Systems Pool cover has been purchased for the Marsha Skinner Memorial Pool and reserve funds need to be transferred, and;

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

That the Auburn Area Recreation and Park District Board of Directors hereby transfers \$94,124 from the Equipment Reserve Fund Account to the General Fund for the Toro Groundmaster Mower, the Kioti Tractor and the Knorr Systems Pool Cover.

APPROVED, PASSED, AND ADOPTED ON July 26, 2018 by the following roll call vote:

Ayes:

Noes:

Absent:

Abstain:

James A. Gray
Chairman of the Governing Board

ATTEST:

Clerk to the Governing Board

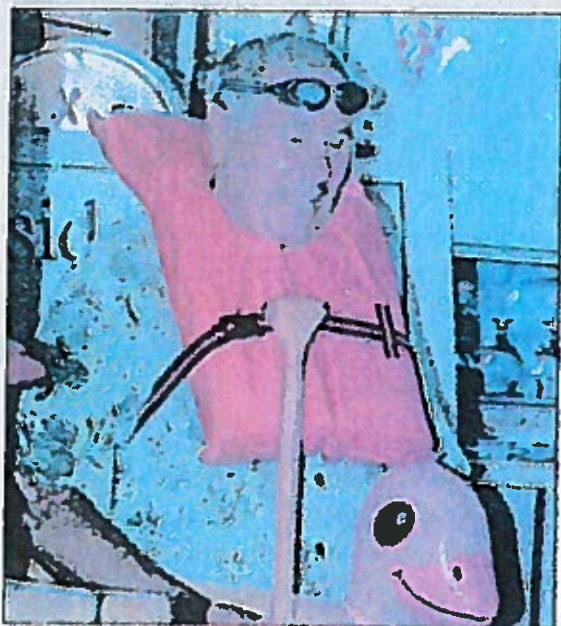
Auburn Rotary Club demotion dinner

STAFF REPORT

The Auburn Rotary Club recently held its "Demotion Dinner" at Old Town Pizza. The event highlights the changing of the guard at the helm of this local service club. Outgoing president Bob Santin was celebrated, as his presidency ends this month. Santin was given quite the send-off, including wearing a life jacket, duck float and goggles.

Next month begins a new year for the Auburn Rotary, with ARD's Kahl Muscott taking the lead role as president.

The Auburn Rotary meets noon on Tuesdays at Auburn Elks, 195 Pine St., Auburn. The club is seeking new members, and welcomes those who want to be a part of the Rotary International organization. For more information, call 530-888-7111.



Above, Auburn Rotary Club outgoing president Bob Santin sports a stylish outfit at the "Demotion Dinner." At right, Rotarian Jeff Ambrosia honors outgoing president Bob Santin with a Rotary pin.



COURTESY PHOTOS

Auburn Journal

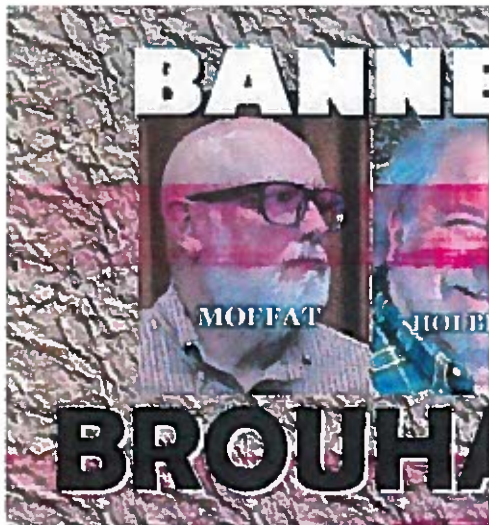
Tuesday Jul 03 2018 | 10 comments

3

War of words erupts over banner slashing

Dispute spills over into Auburn Recreation District board meeting

By: Gus Thomson, Reporter/Columnist



A dispute over a slashed \$50 banner advertising the Ain't Necessarily Dead Music Fest in Auburn spilled over into acrimony at an Auburn Recreation District board meeting Thursday.

During public comment period, Auburn resident Gary Moffat started the meeting off on a positive note. A driving force to complete the project, he thanked the board for contributing to work on Old Town Auburn's Herschel Young Park rehabilitation efforts.

But then he divulged that he had intentionally damaged a festival sign at the park that had been put up by park board Director Scott Holbrook. The parks district hosts the music festival every summer and Holbrook is a major force in putting it on.

Moffat, a hospitality business owner in Old Town until January, said no permit was issued and the sign was illegally placed on a temporary fence at the park.

"One of your board members put up a banner — came in, must've been in the dead of night and installed this banner, which is totally inappropriate," he said.

Shredding revelation

Then Moffat made a revelation.

"I took the liberty of reducing it to shreds because there's no place for advertising banners in a public park," Moffat said. "If you want to advertise you should spend the money on advertising dollars and not deface a public park with a banner like that."

For the next 35 minutes, the meeting would revolve around the damaged sign, Moffat's actions, Holbrook's account regarding the sign's placement and a discussion of what and what and where signs can go — with or without permits.

Much of the discussion took place without Moffat. He left after making his comments.

Before leaving, Moffat added that he wanted newspaper vending boxes out of the park too.

"They trash the place," Moffat said. "I've spent almost 2 and a half years on this project and it's been a long and difficult road ... There's no room for trash like that after we spend 50 grand — and put that crap up on it, I'm sorry."

Holbrook said that witnesses to Moffat's mutilation of the sign described his actions as "bizarre."

"Gary has no authority — he is not code enforcement, he is not law enforcement," Holbrook said. "If your neighbor puts something up, you don't like you don't walk up there in an angry way and slash it."

\$50 request

Holbrook said that Moffat should reimburse the Friend of Auburn Recreation district funding arm for the \$50 sign.

"This is vandalism, nothing short of that," Holbrook said. "He doesn't determine what's legal, what's right or not."

Holbrook said that the city has always been tolerant of community event signs.

"This isn't Scott's barbecue, Scott's concert hall," Holbrook said. "This is a community event and we support those things in the community."

If someone had a problem with the sign, they could have contacted him, using the business card left on the sign, Holbrook said.

Holbrook added that he had asked workers whether he could put the sign on a temporary fence at the park and was given the go-ahead from them.

"If there's a sign located where it shouldn't be then you can notify the property authority and that sign can be removed," Holbrook said. "But to slash it and leave it up there? Anyone who condones that, you come from a different world. Anybody who feels Gary should not reimburse us, I feel for you."

Holbrook said the sign remained up in its slashed condition until the fence and the shredded sign was ultimately removed after four days.

'It's just scary'

"We can't take the law into our own hands and it's just scary that people will do that," Holbrook said.

At that point, the recording shows Director Jim Gray entering the discussion.

"The city says you have to take a permit out to put a sign up," Gray said. "So you said he took the law into his own hands — those were your words. But you took the law into your own hands by putting the sign up without a permit."

Holbrook, who had stepped out of his director's chair, to speak during public comment period, told Gray his comments were out of line.

"Don't sit here and lecture me on what I can and cannot do, Jim," Holbrook said. "You're out of line. I can do whatever I want to."

That resulted in a rejoinder from Gray to both parties, who said he didn't agree with Moffat's act of slashing

a sign.

"He should know he can call somebody and the police will probably take it down," Gray said. "To me as board member, I'm very embarrassed. I have to tolerate Mr. Holbrook and his little childish acts. I'm trying to make this community better and because he's going to act like a kid and not get his way, he's going to walk off and throw tantrums. Gary did the same thing but he's not on this board and it's public comment and he's allowed to leave."

At that point, Parks District General Manager Kahl Muscott provided input on how many signs are put up for the festival yearly — four or five — with Holbrook finding sites and putting some of them up on his own. They're put in the same places every year and not left up after the event, he said.

Director Mike Lynch, a retired state parks ranger, also weighed in.

"Vandalizing a sign is wrong — it's a crime," Lynch said. "In both cases, you're not operating the way you should."

Sitting in the audience for another meeting item, Auburn City Councilwoman Cheryl Maki gave a city of Auburn perspective on signage as the public comment period continued.

"I wasn't going to speak but you kind of dragged me into it," Maki said.

If a temporary banner for an event is in a right of way or at a public park a sign permit is required, Maki said.

Loose enforcement

But Maki added that enforcement action might not be taken.

"It's a little loosey-goosey," she said. "If it's up for a couple of weeks, code enforcement doesn't have time to go around saying 'Hey, take that banner down.'"

Maki described the row embroiling the district sign and Moffat as "unfortunate even though it probably shouldn't have been hung there" because it had become personal.

"The point is, as a public agency, you've got to be careful about where you're putting your signs," Maki said.

If the sign-shredding can be proven, the district or the nonprofit the sign was paid for by could file a claim with the police department or take the alleged guilty party to small-claims court, Maki said.

Maki added that "no one's going to say anything" if a nonprofit posts a temporary sign on a private business or in a private property owner's yard.

"This was kind of like waving a red flag, I think," Maki said.

She would add that the dispute was between the two main combatants.

"The whole thing was between you and Gary and it's unfortunate," Maki said.

CONTRIBUTE TO THIS STORY



**SEND LETTER
TO THE EDITOR**



**SEND
STORY IDEAS**



**SEND
CORRECTIONS**



**SIGN UP FOR
OUR EMAIL
NEWSLETTER**

10 Comments

Sort by **Oldest**

Add a comment...

**David Harvey**

Gary Moffat is a sad human being.

[Like](#) · [Reply](#) · 7 · 1d**Erick Johnson**

Scott is right!

Moffet must have guzzled too much of his cheap wine before he committed this act of vandalism. If someone had parked illegally would Gary slash their tires?

He should try AA.

Future events will need security to protect the public from this slasher.

[Like](#) · [Reply](#) · 5 · 1d**Heather Mauel**

Is this real life? This is how adults representing our community are behaving? So sad and such a poor representation of our awesome town! Another professional option would be to:

1. Leave the sign alone, don't we have bigger issues we could pour our time into?
2. Give a friendly call to ARD letting them know the sign is out of compliance.
3. Nicely clip off the sign, not damaging it and return it to the ARD.
4. Be a super rad citizen and go fill out a sign permit application for the ARD. Do it anonymously, pay any fee...being a positive force for good feels really good!!!!

Come on, we can do better than this!

[Like](#) · [Reply](#) · 7 · 1d**Bradley Jackson**

What Moffat did is a crime and he should be charged!

[Like](#) · [Reply](#) · 3 · 23h**Lou Ann Clark**

I think this Gary Moffat person is a legend in his own mind. 😊

[Like](#) · [Reply](#) · 4 · 22h**Scott Holbrook**

Gary posted this online "I will acknowledge happily that I did, indeed, destroy the illegal banner Scott Holbrook attached to the barrier fence at Herschel Young Park, and I absolutely would do it again without fear of prosecution." (wow.....)

I am sorry this incident went the way it did, , the sign was put uip on a temporary fence, the fence was very ugly and was planned to be there for 3-4 Days, it was on a Public Park, maintained by ARD, advertising a Free Public Community event, and paid for by The Friends of Auburn Recreation, a non-profit agency. It was put up in the middle of the... [See More](#)

[Like](#) · [Reply](#) · 4 · 20h · Edited**John Casey**

Gary "The Bully" Moffat is a complete obnoxious jerk. I would appreciate our younger generation not following his example...

Spirit of Dead lives on at music fest

Auburn's Regional Park expected to be awash Saturday with tie dye

BY GUS THOMSON
OF THE AUBURN JOURNAL

Music inspired by the Grateful Dead is at the forefront of the Ain't Necessarily The Dead free festival Saturday at North Auburn's Regional Park.

Two stages fronting the Richardson Drive park's lush greenspace will feature headliners Stu Allen & Mars Hotel and supporting acts Matt Rainey & Dippin' Sauce, the Mellow Fellows, the Scott Pemberton Band. Several more acts are slotted in during the early part of the day.

The big stage will bring state-of-the-art sound and an LED-based lighting-and-backdrop experience to an audience that last year numbered an organizer-estimated 2,500 to 3,000.

• SEE FEST PAGE A5

FEST: Beer garden, kid zone, food court

continued from A1

The Auburn Recreation District is playing host to the fourth annual festival. Scott Holbrook, district board member, said that "celebration" could be a fitting theme for the day.

"People from all walks of life put the debts, doubts and worries of the day-to-day aside and let their inner hippie loose for a day of dancing hugging and maybe a little magic, where Mom and Dad, the grandparents and kids all find a happy place, be it in the kid zone or the grass dance floor," Holbrook said.

Allen & Mars Hotel will cap the noon-to-10 p.m. festival, taking the main stage for the sun-down set of Dead-influenced, eclectic jams.

While music and dancing are at the forefront, the Recreation District has also included a craft beer garden, giant kid zone, food court and crafts booths in the mix.

Kahl Muscott, parks district administrator, said that with temperatures expected to rise to 96 degrees, attendees should remember to stay hydrated. Keeping cool and beating the daytime scorch of the sun will

be aided by a cooling tent, new this year and presented by Maki Heating and Air Conditioning, he said.

Blankets and low-back chairs are allowed, and umbrellas are "tolerated," Holbrook said.

And don't forget the sunscreen, he added.

"Having some 'flowers in your hair' is most appropriate, hula hooping is encouraged and get ready to dance," Holbrook said.

More information on the no-admission family friendly event is at aintdeadfest.com or by calling the parks district at 530-885-8461.



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Stu Allen, at right, and his band Mars Hotel are headliners — or is it "deadliners" — at Saturday's Ain't Necessarily Dead Festival at Regional Park in North Auburn.

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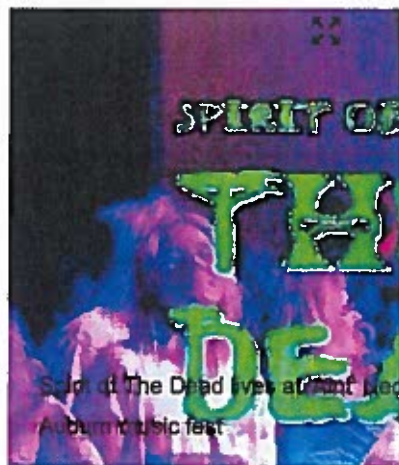
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Thursday Jul 12 2018 | 0 comments

Spirit of The Dead lives at 'Aint' Necessarily' Auburn music fest

By: Gus Thomson, Reporter/Columnist



Gus Thomson/Auburn Journal
Stu Allen and his band Mars Hotel are headliners — or is it “deadliners” — at Saturday’s Ain’t Necessarily Dead Festival at Regional Park in North Auburn.

Music inspired by the Grateful Dead is at the forefront of the Ain't Necessarily The Dead free festival Saturday at North Auburn's Regional Park.

Two stages fronting the Richardson Drive park's lush greenspace will feature headliners Stu Allen & Mars Hotel and supporting acts Matt Rainey & Dippin' Sauce, the Mellow Fellows, the Scott Pemberton Band. Several more acts are slotted in during the early part of the day.

The big stage will bring state-of-the-art sound and an LED-based lighting-and-backdrop experience to an audience that last year numbered an organizer-estimated 2,500 to 3,000.

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Jennifer McManhon of East Sacramento works on her hula-hoop skills Saturday at the Ain't Necessarily Dead Music Festival. It was the first year attending the festival for McManhon.

PHOTOS BY MICHAEL KIRBY • AUBURN JOURNAL

Tie-dye among the trees

Ain't Necessarily Dead Music Festival

BY MICHAEL KIRBY
FOR THE AUBURN JOURNAL

Hundreds of music fans gathered Saturday in Auburn's Regional Park to celebrate the music of the Grateful Dead, dance and just have a good time at the fourth annual Auburn Recreation District's Ain't Necessarily Dead Music Festival. Never
• SEE DEAD PAGE B3

Dave Werkley a volunteer at the AAUW (American Association of University Women) booth pours a beer. The craft beer booth was popular with a line many people deep all day long.



Scott Pemberton of the Scott Pemberton Band had the crowd rocking on the main stage Saturday.

DEAD:

continued from B1

mind temperatures approaching the century mark, fans sat in the shade of trees on the hill finding ways to beat the heat and enjoy the music at the free event. The fun began at noon and lasted until 10 p.m.

Along with the music a craft beer garden serving local beers, a food court, kid zone and craft vendors were available while the music continued all day on two stages. Tie-dye clothing was the attire of the day and strangers soon became best friends throughout the day.

See more photos like these at auburnjournal.com/photos.

Todd Gardner of the Todd Gardner Band performed with other guitarists on the smaller Home Grown Stage Saturday.

PHOTOS BY MICHAEL KIRBY • AUBURN JOURNAL



Tamura Price of Berkeley took advantage of the refreshing water spray in the cooling tent sponsored by Maki Heating and Air. Many festivalgoers spent some time in the cooling tent as daytime temperatures approached 100 degrees.



Fans danced in front of the main stage Saturday. The festival offered music on two stages.