

**AUBURN AREA RECREATION AND PARK DISTRICT  
MEETING OF THE ACQUISITION AND DEVELOPMENT COMMITTEE AGENDA**

**MONDAY, MARCH 20, 2023, 11:00 AM**

**CANYON VIEW COMMUNITY CENTER, BOARD ROOM  
471 MAIDU DRIVE  
AUBURN, CA**

Materials related to an item on this Agenda submitted to the District after distribution of the agenda packet are available for public inspection by contacting the District Administrator at [kmuscott@auburnrec.com](mailto:kmuscott@auburnrec.com) or by calling (530) 537-2186 (M-F).

The public may participate in the meeting in-person or through Zoom. The link for this meeting is <https://us06web.zoom.us/j/89980026340>. The public can use this link and/or call 1 669 900 6833 Webinar ID: 899 8002 6340 to participate.

People using the Zoom website will be able to see and hear the Committee, and the Committee will be able to hear the public. The Committee will not receive any visual/video from the public. This is done to avoid inappropriate visual content at the meeting.

Questions and comments can be sent via email to the District Administrator no later than one hour before the meeting. These emails will be read aloud at the meeting and responded to accordingly. Emails can be sent during the meeting, and staff will work to ensure that all are read, however the best way to have your comment heard is through the Zoom meeting or the associated phone number.

If you are a person with a disability and need an accommodation to participate in the District's programs, services, activities and meetings, contact Kahl Muscott at (530) 537-2186 or [kmuscott@auburnrec.com](mailto:kmuscott@auburnrec.com) at least 48 hours in advance to request an auxiliary aid or accommodation.

**1.0 CALL TO ORDER**

Gray \_\_\_\_ Lynch \_\_\_\_

**2.0 ANNOUNCEMENTS, AGENDA REVIEW, CHANGES AND APPROVAL**

**3.0 PUBLIC COMMENT – This is the time wherein any person may comment on any item not on the agenda within the subject matter jurisdiction of the Committee Chairperson, please state your name and address for the record (optional). There is a time limitation of three minutes.**

**4.0 BUSINESS**

**4.1 Approval of Minutes from the February 13, 2023, Acquisition & Development Meeting (Pages 3-4)**

**Recommendation:** Review and approve minutes.

**4.2 Additional Pickleball Courts/Options for Pickleball (Pages 5-19)**

Shall the Auburn Area Recreation and Park District (ARD) modify their pickleball and/or tennis courts to provide more pickleball court space?

**4.3 Extension of Managing Partner Agreement between ARD and U.S. Bureau of Reclamation (Pages 20-48)**

Shall the Auburn Area Recreation and Park District (ARD) extend the Managing Partner Agreement with the United States Department of the Interior, Bureau of Reclamation (Reclamation) for the continued management of certain lands and facilities?

**4.4 FY 2023/2024 Project List and Future Plan Update (Pages 49-54)**

Shall the Auburn Area Recreation and Park District (ARD) direct staff to begin preliminary work and provide appropriate environmental analysis of the projects on the proposed FY 23/24 Project List, and approve the Future Plan Update?

**Discussion items:**

1. 2021 – 2022 Project Activity Report (Pages 55-58)
2. Review of 2016 Tree Inventory (Pages 59-70)

**5.0 ITEMS TO BE CONSIDERED AT FUTURE ACQUISITION & DEVELOPMENT MEETINGS**

1. Adding Second Set of Aluminum Bleachers at “B” Field
2. Regional Park and Regional Park Community Center Naming

**6.0 PENDING ITEMS REQUIRING MORE DETAILED RESEARCH**

None.

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

**ADJOURNMENT**

3/16/2023  
Date

2:00 pm  
Time

Cathy Wayford  
Secretary to the Board

**Auburn Area Recreation and Park District  
Minutes of the Acquisition & Development Committee Meeting  
Thursday, February 13, 2023 at 11:00 AM  
Canyon View Community Center, Board Room  
471 Maidu Drive, Auburn, CA 95603**

**1.0 CALL TO ORDER**

The meeting of the Acquisition & Development Committee was called to order at 11:00 AM.

**ROLL CALL**

Director Lynch and Director Gray were present.

**2.0 ANNOUNCEMENTS, AGENDA REVIEW, CHANGES AND APPROVAL**

The agenda was approved by the Committee.

**3.0 PUBLIC COMMENT**

None.

**4.0 BUSINESS**

**4.1 Approval of Minutes from the January, 2023 Acquisition & Development Meeting**

Director Lynch and Director Gray reviewed and approved the minutes from the January 19, 2023, Acquisition & Development Meeting.

**4.2 FY 2023/2024 Project List and Future Plan Update**

Director Lynch and Director Gray reviewed and FY 2023/2024 Project List and Future Plan Update and sent to the Board as a Discussion Item.

**Discussion Items:**

1. 2021 – 2022 Project Activity Report - this was reviewed by the Committee. The Committee would like to see a summary of the Tree Report that was done in 2015 brought to the March 20<sup>th</sup> Acquisition & Development Committee meeting.

**5.0 ITEMS TO BE CONSIDERED AT FUTURE ACQUISITION & DEVELOPMENT MEETINGS**

1. Adding Second Set of Aluminum Bleachers at “B” Field – this item was discussed – no action was taken.
2. Regional Park and Regional Park – this item was discussed – no action was taken.
3. Final Decision on Pickleball Courts for 2023 – 2024. – this item was discussed – no action was taken.

**6.0 PENDING ITEMS REQUIRING MORE DETAILED RESEARCH**

None.

**ADJOURNED**

Director Gray would like the March 20, 2023, Acquisition & Development Committee Meeting to start at 11:00 AM

As there was no further business, the meeting was adjourned at 11:56 PM.

Cathy Wayland  
Board Secretary

2/13/2023  
Date

## 4.2 Cover sheet – Additional Pickleball Courts/Options for Pickleball

Auburn Area Recreation and Park District Acquisition and Development meeting June, 2022; Board of Directors Meeting June 30, 2022; September, 2022; A&D Committee March, 2023

### The Issue

Shall the Auburn Area Recreation and Park District (ARD) modify their pickleball and/or tennis courts to provide more pickleball court space?

### Background

ARD currently has the following inventory of pickleball and tennis courts:

#### Regional Park

6 permanent outdoor pickleball courts

4 permanent outdoor tennis courts

3 indoor pickleball courts using the multi-use gym (these courts are only available at certain times)

#### Recreation Park

3 indoor pickleball courts using the multi-use gym (these courts are only available at certain times)

#### Meadow Vista Park

4 permanent outdoor pickleball courts

1 permanent outdoor tennis court

#### Sugar Pine Ridge Park (“Winchester Park”)

1 permanent outdoor tennis court

The continuing growth of pickleball has resulted in sometimes lengthy waits for court time.

Per direction from the Board, staff posted notices on the tennis courts and pickleball courts at Regional Park and Meadow Vista Park, asking for comments on some proposed ideas. This same notice was posted on ARD’s Facebook page. Those notices were posted on July 13<sup>th</sup>, 2022 (July 14<sup>th</sup> on ARD’s Facebook page). The comment period closed on August 31<sup>st</sup>. In total, 98 comments were received during that comment period. A breakdown of the responses is attached. A full copy of all of the comments received can be obtained per request.

The following options are being considered to create more pickleball play opportunities:

- 1) Make a tennis court a multi-use court. This would require repainting the surface, striping, new portable nets and some form of storage container. Crack repair should also be done before the surface is repainted, and should be done using the “Riteway” Crack repair system, or something similar. Estimated cost is \$28,000 for a single tennis court;

\$50,000 for four tennis courts (both estimates based on using the “Riteway” crack repair system)

Pros: Quick, relatively inexpensive

Cons: Conflict between PB and tennis; issues with nets being left out

- 2) Convert tennis court(s) to pickleball. This would be similar to what ARD did in 2015 at Regional Park. The estimated cost to convert a set of two tennis courts, as is currently present at Regional Park, is \$57,000. This would include using the Riteway Crack repair system.

Pros: creates permanent pickleball courts.

Cons: relatively high cost; loss of tennis courts

- 3) Build new pickleball courts. This would require finding a suitable location and more funding. In 2008, it cost ARD \$170,000 to build the new tennis courts at Regional Park. The Sunrise Recreation and Park District recently received a quote to build 3 new pickleball courts. The estimated cost for the courts, including design and construction administration was \$350,000.

Pros: brand new courts without the loss of other courts

Cons: cost

Note: the estimated costs to repair/restripe our existing courts, using the Riteway Crack system (2-year warranty), is as follows:

1. Repair the red <u>and</u> blue tennis courts at Regional	\$57,700
2. Repair the Regional PB courts	\$33,500
3. Repair the MV PB courts	\$26,500
4. Repair the MV Tennis court	\$20,500

ARD was also presented with information and a quote from MV pickleball players to repair the MV Pickleball Courts using the Slipsheet system. This system of repair is much more extensive than the Riteway system and features a 5 year warranty. The estimated cost to repair the MV Pickleball courts with the Slipsheet system is \$74,360.00

The MV pickleball players also advocated for flipping the courts from a East/West orientation to a North/South orientation.

ARD has also been in discussions with the City of Auburn regarding the construction of 3 new pickleball courts on an old asphalt pad, located below City Hall and above the School Park Preserve. At this point in time, the project costs are being proposed to be split between ARD, the City of Auburn and Sky View Foundation. ARD portion would be \$50,000, to be paid for with City of Auburn Park Impact Mitigation Fees.

A cost has not been obtained to repair the more heavily damaged tennis court at Sugar Pine Ridge Park (Winchester).

ARD currently has \$200,000 budgeted for tennis/pickleball crack repairs in FY 23/24.

**Recommendation for the Acquisition and Development Committee**

Review and discuss. Send a recommendation to the ARD Board of Directors.

Staff recommends the following:

1. Repair both Regional Park tennis courts using the Riteway system
2. Repair the Regional Park pickleball courts using the Riteway system
3. Repair the Meadow Vista tennis court using Riteway system
4. Repair the Meadow Vista pickleball courts using the Slip Sheet system

**Alternatives Available**

1. Convert the “blue” Regional Park tennis courts to pickleball courts

**Fiscal Impact**

The estimated costs to make the repairs per the recommendation is \$186,060. Note that this does not include any project contingency

The estimated costs to do Alternative #1, while still making all of the other recommended changes, is \$214,000, not including any project contingency.

**Attachments**

Aerial photos of the Regional Park and Meadow Vista Park pickleball and tennis courts  
Pickleball/Tennis Court comment summary  
Information about the Riteway system  
Information about the Slip Sheet system

# Regional Park Tennis/Pickleball Courts





## Meadow Vista Park Tennis/Pickleball Courts



## Pickleball / Tennis Court Feedback

### 98 messages received (some were open to multiple solutions stated below)

29 messages were in favor of protecting Tennis Courts

67 messages were in favor of expanding Pickleball Courts

2 messages neither for or against

### Meadow Vista Park

- 14 Opposed any change to the Tennis Court at Meadow Vista Park
- 7 Requested that the one Tennis Court at Meadow Vista be converted to Pickleball Courts
- 15 Were open to a Dual use Tennis/Pickleball Court in MV, some with hesitation & questions
- 7 Didn't want any change to existing at Meadow Vista, but said ARD should add NEW PB Courts

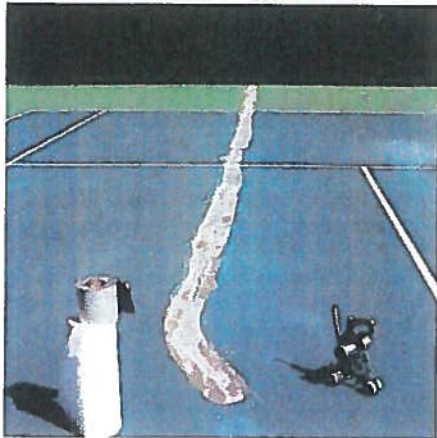
### Regional Park

- 13 Opposed to any change to the Tennis Courts at Regional Park
- 40 Would like to see, or are open to converting 2 Tennis Courts to Pickleball Courts at Regional
- 5 Stated if there is any conversion, please keep the lighted Red Courts for Tennis only at Reg.
- 10 Would like to see all Tennis Courts converted to Pickleball Courts at Regional (*not clearly stated*)
- 10 Were open to Dual use Tennis/Pickleball Courts at Regional, some with hesitation & questions
- 15 Build more Pickleball Courts at Regional
- 3 Think Pickleball is a fad
- 8 Want much needed repairs made on Tennis Courts
- 3 Want Pickleball Courts resurfaced

### Miscellaneous

- 5 Mentioned lights for the courts without them (Blue Courts at Reg and Courts at MV)
- 4 Want more shade
- 6 Just learning Pickleball
- 3 8+ years playing Pickleball

When you fix a crack, "Do It The RiteWay."



RiteWay offers a signature court crack repair system that stands in a league of its own. The RiteWay Crack Repair System is a patented system that uses a MicroSealant technology to repair existing court cracks. **Guaranteed Crack Repair.**

← Properly Prepared Crack

## RiteWay Crack Repair System:

1.



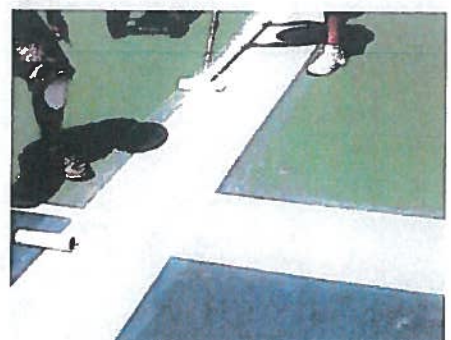
↑ Applying RiteWay MicroSealant Tape

2.



↑ Applying RiteWay Stress Mat

3.



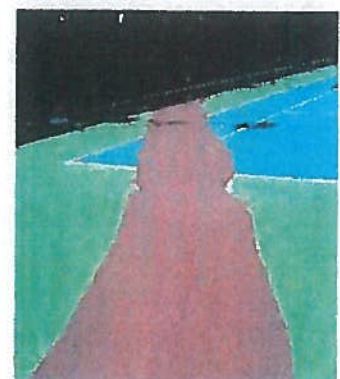
↑ Applying RiteWay Bonding Edge

Stress Mat and Bonding Edge are Adhered with Latex and Acrylic Binding Formula.



**Finished Repair Ready  
for Color Coating.**

Materials Made in the USA  
[www.RiteWayTennis.com](http://www.RiteWayTennis.com)  
1-877-5-RiteWay



# RiteWay

Guaranteed Tennis Court Crack Repair

## Fix Your Cracks — “Do it the RiteWay”

To ensure that you are getting the best crack repair system, include the following bid specifications:

1. Clean out crack making it free of dirt and other debris.
2. Crack to be filled from bottom to top with court patch binder or cement and let dry.
3. Filled crack must be scraped or buffed flush with court and cleaned, broomed and blown.
4. Area to be repaired must be DRY and at 60°F and up to 100°F.
5. Apply RiteWay Crack Repair System, centering the first layer RiteWay MicroSealant™ tape over filled crack. This flexible adhesive layer is key to the system. “Slip sheet” systems are not equivalent.
6. Apply Liquid Acrylic and Latex binding formula (50/50) over MicroSealant™ tape. Apply second layer 20” stress mat centered over first layer saturating with binding formula.
7. Apply binding edge, the third layer of the RiteWay Crack Repair System, centered over stress mat edge. Let dry.
8. When dry, apply a minimum of two coats of acrylic resurfacer with sand lengthwise over crack repair.
9. The courts are ready to be color coated and striped.



**No Dead Spots • No Hollow Sounds • No Bubbling**

Fix your problem cracked courts.

**“Do it the RiteWay.”**

US Patent No.  
7,597,503

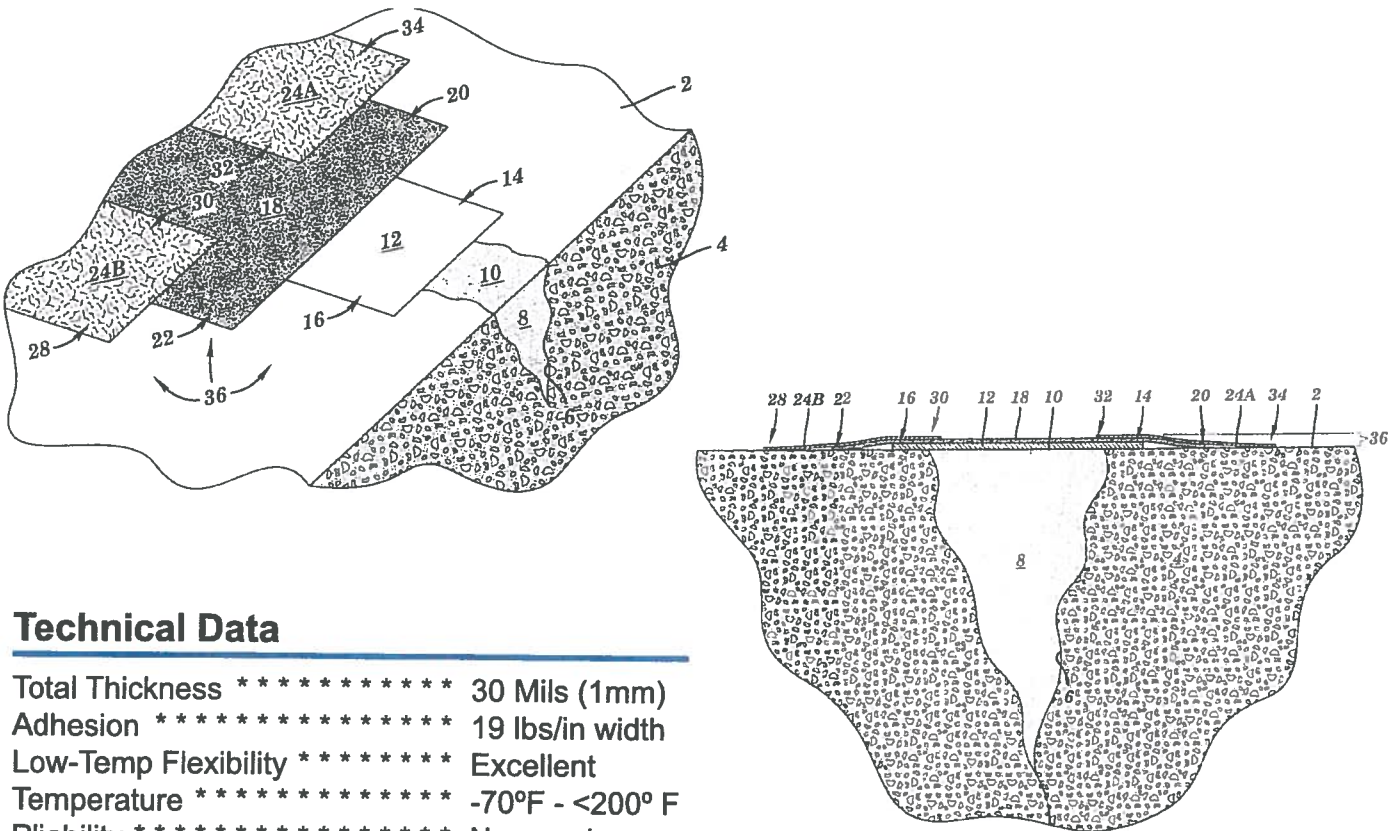
RiteWay Tennis Products • 4 Sycamore Way • Branford, CT 06405 • 1-877-5-RiteWay

## Cut Sheet

1. #4 = Base
2. #8 & 10 = Filled Crack
3. #12 & 14 = MicroSealant Tape
4. #18, 20 & 22 = Stress Matt 20"
5. #24A & B = Bonding Edge 9.5"

RiteWay WebSeal utilizes advanced MicroSealant™ Technology, a 100% solids formulation of synthetic resins, thermoplastics and non-curing rubber (non-butyl) with a built-in primer, bonded to a woven polyester backing for maximum comfortability.

Designed NOT to harden under even the most rigorous conditions. Sag temperature >200° F. Adhesive is protected (while in a roll) by a tough, easily removed siliconized release liner, which prevents contaminations prior to its use. All materials are prefabricated to provide uniform thickness.



### Technical Data

Total Thickness	*****	30 Mils (1mm)
Adhesion	*****	19 lbs/in width
Low-Temp Flexibility	*****	Excellent
Temperature	*****	-70°F - <200° F
Pliability	*****	No membrane c...
Water Vapor Test (ASTME 96B)		.005 grms/100" sq./24hours/100°
Permanence	*****	.001 perms maximum
Elongation	*****	>500%
Application Temperature	*****	>150°F to 20°F

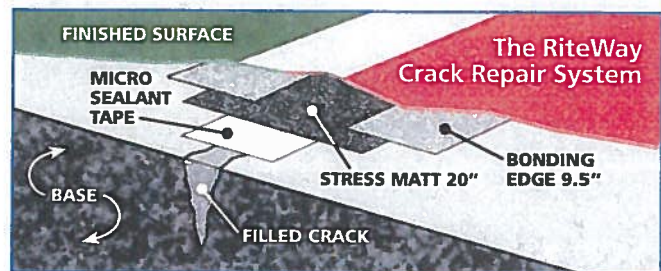
# Tennis...anyone?

The cracks in this court were repaired using traditional methods.

## If you can't afford to do it right... can you afford to do it again?

You've heard *that* before, but here at [INSERT COMPANY NAME], it's not just a catchy rhyme, it's our mantra. Traditional crack repair methods can leave unsightly patches that don't last—resulting in frequent and costly repairs. Tennis court cracks expand and contract with changes in temperature, freezing and thawing and with use. To insure a long-lasting, durable and seamless repair, we use the RiteWay Crack Repair System.

RiteWay is a layered system that becomes an integral part of the tennis court and results in an invisible repair which is not effected by weather or temperature. The installation is so



unique that many tennis court owners can't believe its proven success until they see it for themselves.

The RiteWay System utilizes a micro-technology that allows the existing cracks in your court to move without breaking the repair. It not only keeps cracks from coming back, but it eliminates dead spots, hollow sounds and bubbling common with other systems.

## **RiteWay** A durable system in a league of its own. *Crack Repair System*

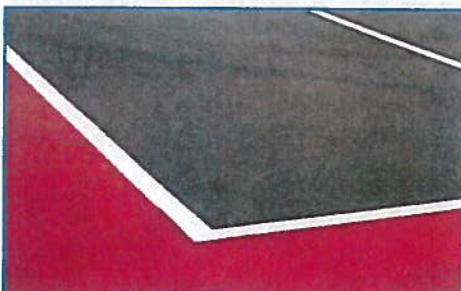


RiteWay Crack Repair System: Laying down micro sealant tape and stress mat.

**No Hollow-Sounding Areas. No Dead Spots. No Bubbling. A True Bounce. Guaranteed.**

We've seen the other systems on the market, but no other overlay system can give you the RiteWay results or guarantee. A RiteWay repair comes with a 2-year conditional warranty and is priced 50 to 75% below the cost of reconstruction.

**RiteWay will keep your court looking new and playing safe year after year.**



RiteWay Crack Repair System: Finished repair.

**Works well on these surfaces:**

Tennis	Basketball
Volleyball	Handball
Inline Hockey	Pickleball

[COMPANY LOGO]  
[CONTACT INFO.]

[TAG LINE]

# THE



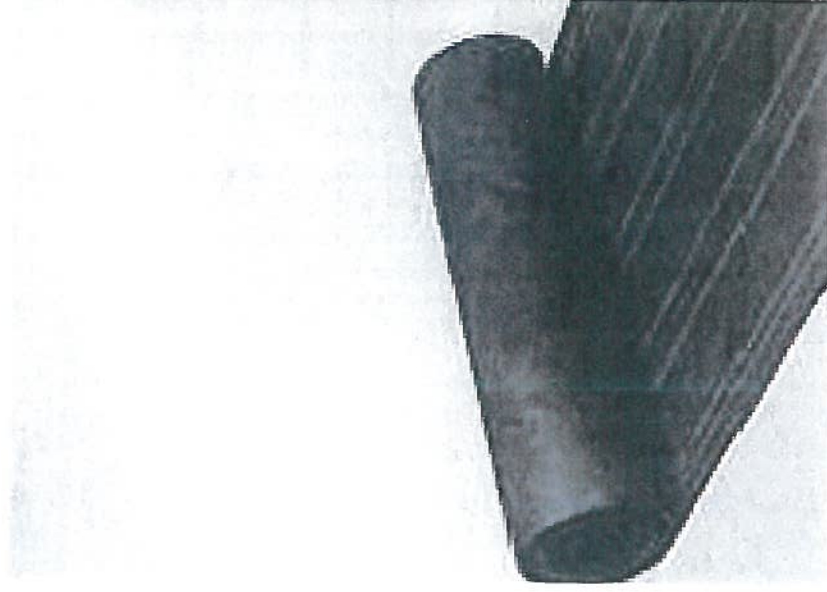
**FRASER  
EDWARDS**  
COMPANY, LLC.

# SLIP SHEET METHOD

**ADVANCED CRACK-RESISTANT RE-  
SURFACING SYSTEM**

# SLIP-SHEET MATERIAL

- Slip-sheet is a specially constructed ply felt that is built for strength, flexibility and the allowance of movement from substrates.





# WHY SLIP-SHEET?

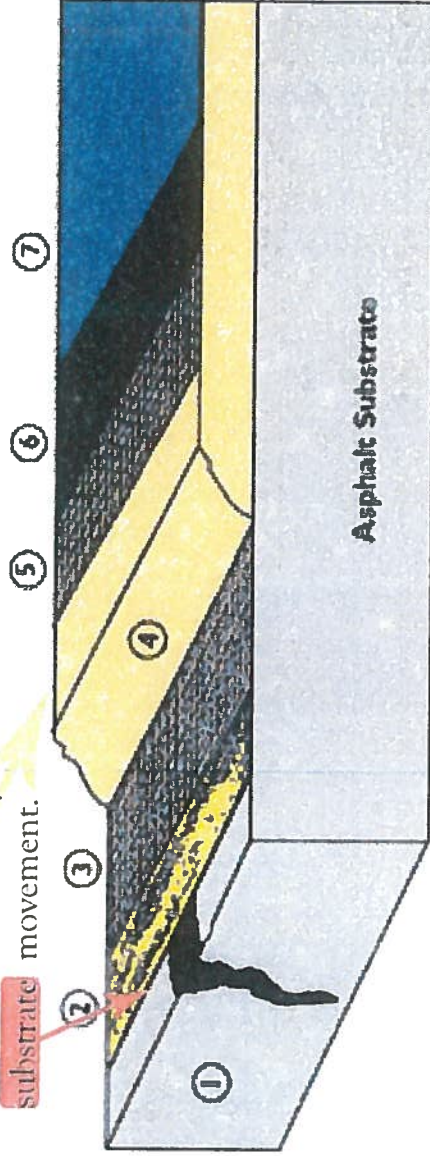
- **No heavy equipment to damage existing court structure or surrounding landscape.**
- **Consistent tensile strength and tear resistance.**
- **Readily accommodates gassing and venting by existing substrates.**
- **Low moisture absorption, excellent dimensional stability and resistance to rot and deterioration.**
- **Flexibility and conformability.**
- **Allows movement of substrates and cracking without breaking through new surfaces.**
- **Total site control of aggregates to avoid introduction of iron oxides and containments in the surface substrate.**
- **Does not change footing, feel and most important tennis ball response.**
- **Our goal is NOTHING. This means no changes to the court and game except NO cracks.**
- **Provides a resilient substrate and additional cushions surfaces are available.**

# SLIP-SHEET SURFACE UP CLOSE

1. **SUBSTRATE:**  
Cracked, uneven asphalt or concrete existing
2. **SLIPSHEET LAYER:**  
Fiberglass Felt, GLASFAB #30
3. **CARPET COAT MEMBRANE #1:**  
Jute/Burlap reinforced membrane
4. **1/2" TOPPING:**  
Mix Carpet coat/gravel/plaster sand.
- 5/6. **CARPET COAT MEMBRANE #2/REFINEMENT COATS/HOT ROLL.**
7. **TENNIS COURT SURFACE SYSTEM – Plexipave and Latexite Systems.**

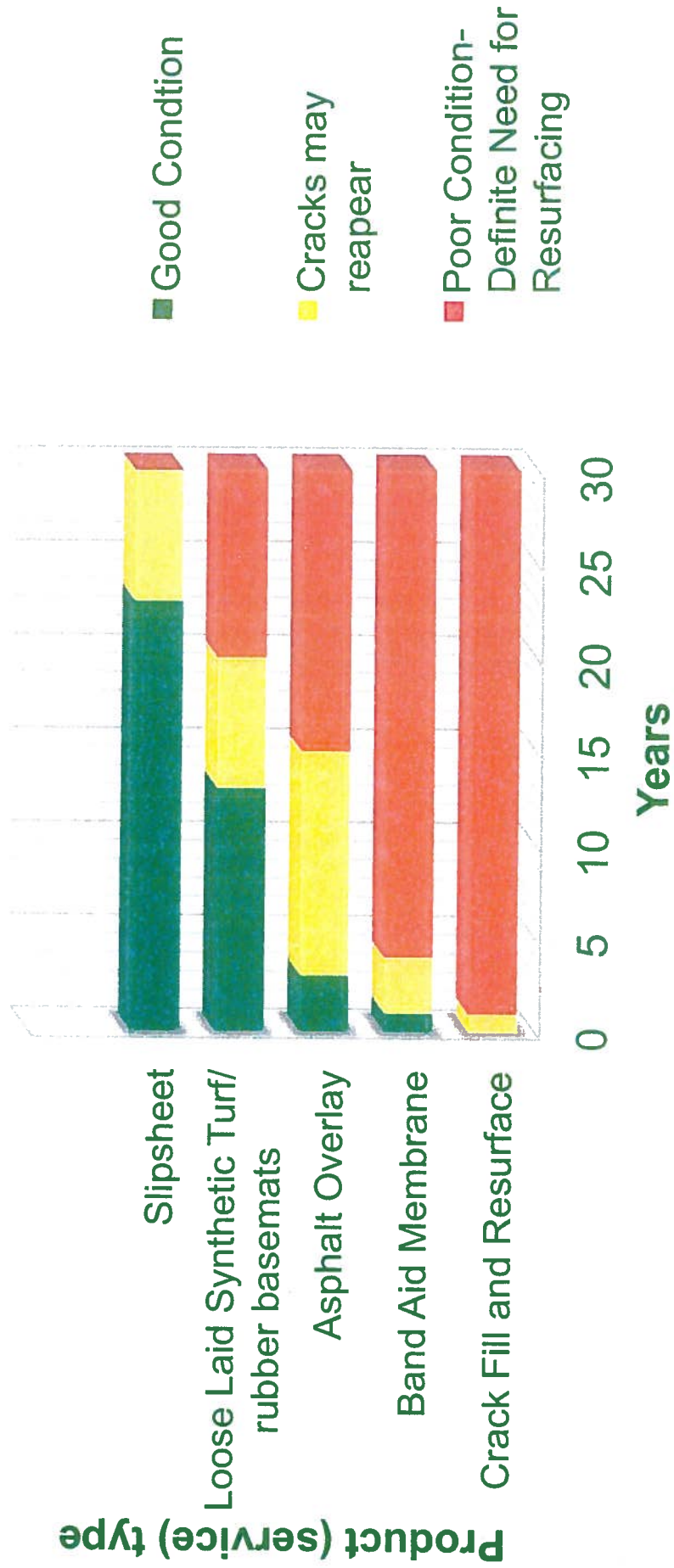
Slip-sheet system (surface) remains unaffected by substrate movement.

## THE SLIPSHEET SYSTEM



Baseroack

# SLIP-SHEET LONGEVITY



### **4.3 Cover sheet –Extension of Managing Partner Agreement between ARD and U.S. Bureau of Reclamation**

**Auburn Area Recreation and Park District Acquisition and Development Committee  
March, 2023**

#### **The Issue**

Shall the Auburn Area Recreation and Park District (ARD) extend the Managing Partner Agreement with the United States Department of the Interior, Bureau of Reclamation (Reclamation) for the continued management of certain lands and facilities?

#### **Background**

ARD entered into a Managing Partner Agreement (MPA) with Reclamation on February 3<sup>rd</sup>, 2000, for the management, development, operation and maintenance of certain Reclamation Lands and Facilities – Auburn-Folsom South Unit, Central Valley Project, California. These lands and facilities include:

- The Canyon View Community Center and surrounding property, including the Auburn Bike Park
- Railhead Park
- Overlook Park and surrounding property, including the Auburn Skate Park

Per the terms of the existing Agreement, 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 ARD advises Reclamation, in writing, that it desired to extend the term of the Agreement for up to an additional 25 years.

#### **Recommendation for the Acquisition and Development Committee**

Send a positive recommendation to the Board to direct the District Administrator to send a letter to Reclamation, notifying them of our desire to extend the existing MPA. A copy of the letter is attached.

#### **Fiscal Impact**

For FY 21/22 management of Reclamation properties had the following P&L:

Revenues:	\$101,473
Expenses:	\$341,519*
Profit/(loss):	(\$240,046)

\*does not include “roll-ups” for wages. The estimated roll-ups = \$34,926

#### **Attachments**

Letter to Reclamation notifying them of ARD’s intent to extend the existing MPA  
Existing MPA (entered into on 2/3/2000)



## AUBURN AREA RECREATION AND PARK DISTRICT

March 30, 2023

Area Manager  
Central California Area Office, Bureau of Reclamation  
7794 Folsom Dam Rd.  
Folsom, CA 95630-1799

**Re: Extension of Managing Partner Agreement (Contract No. 00-LC-20-7281) between the United States and the Auburn Area Recreation and Park District**

The Auburn Area Recreation and Park District would like to extend the Managing Partner Agreement with the United States Department of the Interior, Bureau of Reclamation (Contract No. 00-LC-7281) for the management, development, operation and maintenance of certain Reclamation Lands and Facilities – Auburn-Folsom South Unit, Central Valley Project, California.

Per the terms of the existing Agreement, 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 Auburn Area Recreation and Park District advises the United States, in writing, that it desired to extend the term of the Agreement for up to an additional 25 years. The existing agreement was made on February 3<sup>rd</sup>, 2000.

Please consider this letter notice that the Auburn Area Recreation and Park District would like to extend the Agreement for an additional 25 years.

Please send any questions, correspondence or requests to Kahl Muscott, Auburn Area Recreation and Park District Administrator. He can be reached at (530) 537-2186, emailed at [kmuscott@auburnrec.com](mailto:kmuscott@auburnrec.com) or via U.S. Mail at:

Auburn Area Recreation and Park District  
471 Maidu Dr. #200  
Auburn, CA 95603

Sincerely,

Kahl Muscott  
District Administrator

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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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

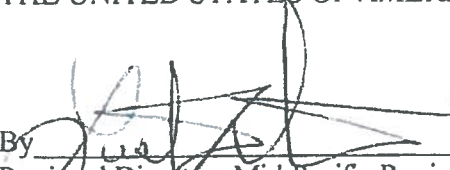
20 a. Any notice, demand, or request required or authorized by this Agreement to be given or made to or upon the United States shall be deemed properly given or made if delivered by mail, postage-prepaid, to the Area Manager, Central California Area Office, Bureau of Reclamation, 7794 Folsom Dam Road, 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 FOR LEGAL  
FORM AND SUFFICIENCY  
*James E. Jensen*  
OFFICE OF REGIONAL SOLICITOR  
DEPARTMENT OF THE INTERIOR

By   
Regional Director, Mid Pacific Region  
Bureau of Reclamation

AUBURN AREA RECREATION AND PARK DISTRICT

By   
Chairperson


Attest:   
Secretary of the Board of Directors

Exhibit "A"

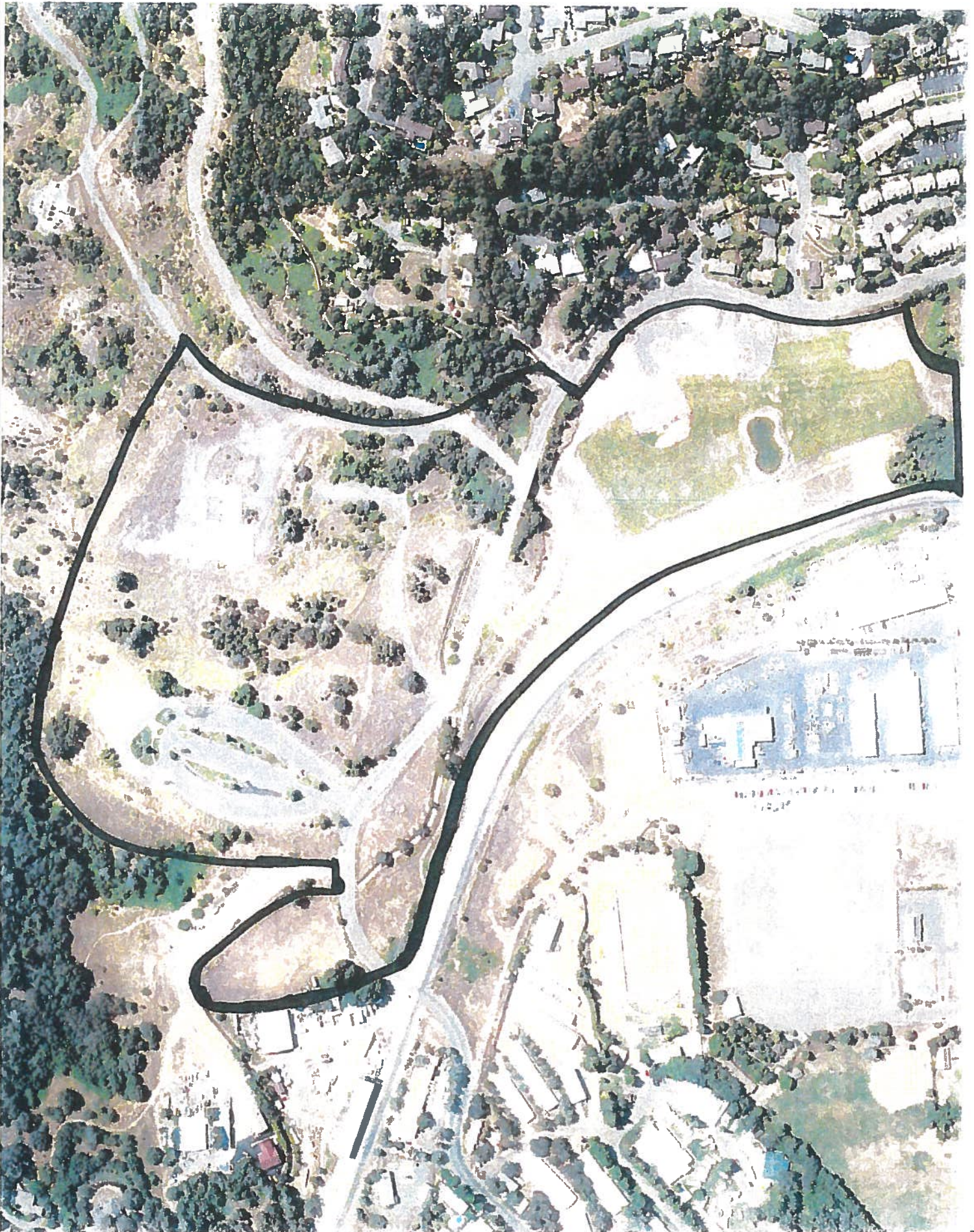


Exhibit "B"



## 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"

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### Reclamation Manual / Directives and Standards LND 04-02

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Categories/Laws and Regulations/Reclamation Home Page

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**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

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**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.**<sup>(1)</sup> 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.

---

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

(74) 4/3/98  
Supersedes (65) 11/4/97

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



## **4.4 Cover sheet – FY 2023/2024 Project List and Future Plan Update**

**Auburn Area Recreation and Park District Acquisition and Development Committee February, 2023;  
Board of Directors Meeting February, 2023; A&D Committee meeting March, 2023**

### **The Issue**

Shall the Auburn Area Recreation and Park District (ARD) direct staff to begin preliminary work and provide appropriate environmental analysis of the projects on the proposed FY 23/24 Project List, and approve the Future Plan Update?

### **Background**

ARD staff provides a proposed Project List for each Fiscal Year. This Project List is based off of projects incorporated in the Five-Year Project List (Future Plan) as well as any new needs proposed by the community, staff and Board.

The Five-Year Project List (Future Plan) is comprised of those projects deemed to be of the highest priority and reflects the District's goal to address needed existing infrastructure upgrades, bring new features into the existing park system and complete potential land acquisition and new park development.

A list of the proposed changes to the FY 23/24 Project List and Five-Year Plan is attached.

The Project List and Future Plan were reviewed at the February A&D and Board meeting, and sent back to committee for further review and refinement to create a final document.

It should be noted that, since the FY 23/24 Project List was reviewed in February, a few projects were moved from the FY 22/23 Project List to the FY 23/24 Project List. The reason for these projects being moved is due to not being able to complete them before March 31, 2023, mainly due to adverse weather.

### **Recommendation for the A&D Committee**

Send a positive recommendation to the Board to direct staff to begin preliminary work and provide appropriate environmental analysis of the projects on the proposed FY 23/24 Project List, and approve the Future Plan Update.

### **Fiscal Impact**

The fiscal impact of the FY 22/23 Project List is indicated on that document.  
The fiscal impact of the Five-Year Project List is indicated on those documents.

Please note the deficit that currently exists in the ARD Reserves beginning in year 24/25.

### **Attachments**

Five Year Project List (Future Plan), including FY 23/24 Project List

Notes to proposed amendments to FY 23/24 Project list and CIP revision

Auburn Recreation District Five Year Project List

Project List

2023/2024

Estimated balance

PROJECT	Est. Cost	Spent from General Funds or Grants in Prior Year(s)	Gen. Fund	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	COVID Relief Funds
<i>Recreation Park</i>									
Driveway valve box repair	2,500		2,500						
Locker room floor	50,000				25,000				
Rec Mud courtyard repairs	13,735				13,735				25,000
Replace sewer line, back restroom	30,000								30,000
Sierra Pool deck expansion joint repair	15,000								15,000
Painting/mural maintenance shop building	6,000		3,000		3,000				
Rec Shop Floor Repairs	50,000				50,000				
ADA parking at Mods	15,000			15,000	45,000				
Plumbing infrastructure repairs	15,000								15,000
Splash Pool repair part 2	15,000				15,000				
<i>City Hall/School Park Preserve</i>									
New pickleball courts (ARD portion)	50,000	0					50,000		
<i>Meadow Vista Items</i>									
PH Pool fence mow strip	25,000				25,000				
Plumbing infrastructure repairs	15,000								15,000
<i>Winchester</i>									
Booster pump install									
<i>Regional Park</i>									
Tennis/pickleball courts surfaces at Regional, MV	200,000	0							0
Marmott Meadows reserves	150,000				200,000				0
Marmott Meadows construction docs & related work	40,431				150,000				
New vault toilet, Dry Creek end	45,000					22,000		40,431.00	
Repave Park Dr.	80,000								23,000
Plumbing infrastructure upgrades	20,000								80,000
<i>Ashford Park</i>									
Levee Repairs and paving to garage	75,000				70,250				
Retaining wall investigation	10,000				10,000				
<i>Overlook Park</i>									
Interpretive Signage (2 x \$5K)	10,000				10,000				
<i>Railhead Park</i>									
New pump and filler	0								
Parking lot repair/reseal	60,000				60,000				
<i>Auburn Bike Park</i>									
Signage	4,800		4,800						
TOTAL	997,466	4,750	10,300	15,000	603,985	22,000	50,000	40,431	223,000
Estimated Balance Remaining		20,032	243,389	501,375	232,945	2,647,077			267,874

28,918 equipment Reserve

80,000 equipment reserve

Yellow = updated number or new project to list  
Green = moved from a previous year

Mv'd fr 22-23

Move funding

Mv'd fr 22-23

Move funding

Move funding

Mv'd fr 22-23

Mv'd fr 22-23

Move funding

Note: Assumes \$50,000/year in County Mitigation Fees  
Note: Assumes \$5000/year in ADA reserve funds  
Note: Assumes \$10,000/year in city mitigation  
Note: Assumes \$90,000 added to FCC this year  
Note: Placer County to use approx. \$350,000

## Auburn Recreation District Five Year Project List

Yellow = updated number or new project to list  
Green = moved from a previous year

**2024/2025**

Estimated balance

PROJECT	Est. Cost	Spent from General Funds or Grants in Prior Year(s)	Gen. Fund	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	In Kind	COVID Relief Funds
<b>Recreation Park</b>										
North (Front) Playground	120,000						120,000			
North Playground, Path of Travel	30,000						30,000			
Emergency exit gates at Sierra Pool	15,000									Postponed
<b>Meadow Vista Park</b>										
Peninsula renovation										15,000
<b>Regional Park</b>										
Tennis Court Path of Travel	41,500		3,000	18,500		20,000				
Dry Creek playground replace/ADA path of travel	125,000				40,000	85,000				
Recreation building										
Canal Repair	40,000									
Marriott Meadows reserves	150,000				40,000					100,000
Pond leak investigation	40,000				150,000					
Breezeway Painting	40,000				40,000					
Shade structures at south-end picnic tables	50,000		20,000		20,000					50,000
Kiosks/signage	10,000		10,000							
<b>Various Parks</b>										
Drinking fountain replacement	35,000									
<b>TOTAL</b>	531,500	0	33,000	18,500	290,000	105,000	150,000	0		35,000
Estimated Balance Remaining			6,532	6,532	3,389	446,375	92,945	2,606,646		9,874

Note: Assumes \$50,000/year in County Mitigation Fees  
 Note: Assumes \$5000/year in ADA reserve funds  
 Note: Assumes \$10,000/year in city mitigation  
 Note: Assumes \$50,000 added to FCC per year  
 Note: Assumes \$50,000/year in Equipment Reserve funds

# Auburn Recreation District Five Year Project List

Yellow = updated number or new project to list  
 Green = moved from a previous year

## 2025/2026

Estimated balance

PROJECT	Est. Cost	Spent from General Funds or Grants in Prior Year(s)	Gen. Fund	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	M.M Savings	In Kind
25,032 53,389 496,375 102,945 2,606,646										
<i>Regional Park</i>										
Walking pathway extension, Dry Creek	266,000									
Marriott Meadows Development	3,690,550				445,000			2,351,558	300,000	
<i>Various Parks</i>										
Tree audit/survey	30,000				30,000					
<b>TOTAL</b>	<b>3,985,550</b>	<b>0</b>	<b>0</b>	<b>25,032</b>	<b>23,389</b>	<b>51,375</b>	<b>102,945</b>	<b>2,351,558</b>		<b>0</b>
<b>Estimated Balance Remaining</b>										
										<b>265,000</b>
										<b>593,992</b>
										<b>Postponed MM Deficit</b>

- Note: Assumes \$50,000/year in County Mitigation Fees
- Note: Assumes \$5000/year in ADA reserve funds
- Note: Assumes \$10,000/year in city mitigation
- Note: Assumes \$50,000 added to FCC per year
- Note: Assumes \$50,000/year in Equipment Reserve funds

## **FY 23/24 Project List and CIP notes**

### **Proposed changes to previous list**

#### **FY 22/23**

##### **Overlook Park**

New Security Camera: Have cancelled/postponed this project based on less-than-good results from previous cameras

#### **FY 23/24**

##### **Recreation Park**

ADA parking at mods: this project would add ADA parking stalls in front of the modular buildings at the back of the park. When ARD hosts a large event or has a large rental in the back of the park (approximately 4 – 5x/year), there is no available ADA parking for the south end of the park.

Plumbing Infrastructure repairs: this project was pushed back from FY 22/23

Splash Pool repairs, part 2: The second part of these repairs (post repair and resurfacing) could not be finished before 3/31/23. These repairs will happen before mid-May, 2023

##### **City Hall/School Park Preserve**

New pickleball courts: Working in cooperation with the City of Auburn and the group responsible for the School Park Preserve, ARD would help fund and maintain 3 new lit pickleball courts on the asphalt area below City Hall and above the School Park Preserve.

##### **Meadow Vista Park**

Placer Hills Pool mow strip: this will add a concrete “mow strip” around the bottom of the fence, thereby satisfying a Placer County Health Dept. regulation.

Plumbing Infrastructure repairs: this project was pushed back from FY 22/23

##### **Regional Park**

Marriott Meadows Reserves: this would be the first of 2 – 3 set asides to help fund the deficit at Marriott Meadows. This deficit was created by the failed sale of Mt. Vernon Park and worse than expected inflation.

##### **Overlook Park**

Interpretive signage: this project was pushed back from FY 22/23

##### **Auburn Bike Park**

Signage: installing needed signage at the Bike Park

## **FY 24/25**

### **Recreation Park**

North (front) playground and path of travel: This project was pushed back from FY 23/24.

Emergency exit gates at Sierra Pool: this project would add one or more emergency exit gates at the pool.

### **Regional Park**

Marriott Meadows Reserves: this would be the second of 2 – 3 set asides to help fund the deficit at Marriott Meadows. This deficit was created by the failed sale of Mt. Vernon Park and worse than expected inflation.

Pond leak investigation: this project was moved from FY 23/24

Shade structure at south-end picnic tables: this project would add shade to the existing tables at the southwest end of the pond.

Kiosks/signage: this project was moved from FY 23/24

### **Various Parks**

Drinking fountain replacement: this project was moved from FY 23/24

## **FY 25/26**

Marriott Meadows Development: this project was moved from FY 23/24 and its estimated costs were updated

### **Various Parks**

Tree audit/survey: ARD's last tree survey was in 2015. This survey would target trees in high use areas at Recreation Park, Regional Park and Meadow Vista Park.

<b>2022/2023 PROJECT ACTIVITY REPORT</b>		<b>UPDATED 03/15/23</b>	
<b>PROJECT</b>	<b>EST. COST</b>	<b>NOTES</b>	<b>EST. COMPLETED</b>
<b>RECREATION PARK</b>			
Driveway Asphalt Repair/Valve Box & Modular Bldgs. Courtyard Repair (2022)	22,500.00	Low bid was received from Simpson & Simpson Inc. and the work is scheduled to happen if the weather gets warm enough (55 degrees and rising) in the coming weeks. Project will be delayed until later in the spring.	Spring 2023
Wheelchair Swing Project (2018)	85,000.00	Project completed. Rubber surfacing needs some repairs and staff has coordinated with the vendor that they will return to do this work when the weather is warmer and drier.	Summer 2022
Rec Shop Floor Reinforcement Project (2020)	20,000.00	This project is being pushed out to next fiscal year. PBM Construction Inc. responded back to the District that the floor reinforcement joist work would be around \$40-\$45K. The bathroom door replacement component would be approximately \$10K. They did not price the sealing of the concrete floors in the restrooms. Staff is in process of getting quotes to replace the bathroom doors in order to stop the rain from getting in and causing the damage to the wooden support members below.	TBD
Modular Bldg. #1 Roof Repair Project (2022)	15,000.00	Contract was awarded to All Seasons North Roofing & Waterproofing Inc. and the project will commence when there is a window of dry weather. Project has been completed..	Winter/Spring 2023
<b>MEADOW VISTA PARK</b>			
Pickleball Court Crack Repairs	0.00	Staff has obtained current quotes for both the "RiteWay" and "Slipsheet" systems of court repairs and will be providing recommendations as to which repair system to use (at both Meadow Vista and Regional Parks) at the March A&D and Board Meetings.	2023/2024
<b>ASHFORD PARK</b>			
Levee Repairs & Paving (2022)	75,000.00	This project will be pushed out to next fiscal year. The spillway vegetation and fencing/gate work have been completed. This will allow contractors access to the culvert and the ability to put together bids for the work.	Spring/Summer 2023

<b>2022/2023 PROJECT ACTIVITY REPORT</b>		<b>UPDATED 03/15/23</b>	
<b>PROJECT</b>	<b>EST. COST</b>	<b>NOTES</b>	<b>EST. COMPLETED</b>
Retaining Wall Investigation	10,000.00	Staff will be obtaining quotes from engineers for this investigation.	Spring/Summer 2023
<b>OVERLOOK PARK</b>			
Two Interpretive Signs (2022)	10,000.00	Project pushed out to next fiscal year. Bureau and other stakeholders need to be consulted, signage program needs to be developed, sign designs and locations needs to be established, signs need to be ordered and then quotes need to be obtained by contractors for installation.	Spring/Summer 2023
Restroom ADA Upgrades (2019)	15,000.00	New partitions part of the work has been completed. ADA signage/parking lot striping and other minor work remains. Staff to obtain quote for parking lot striping asap.	Spring 2023
<b>REGIONAL PARK &amp; MARRIOTT MEADOWS SITE</b>			
Marriot Meadows CD's and Park Construction Project (2021/22)	182,637.00	Staff remains awaiting Placer County approval of a proposed modified sanitary sewer connection that will save the project 80-100K and needs this info in order to finish redlining the construction document set. Brush/small tree removal clearing sub project with the Sacramento Regional Conservation Corps (SRCC) has been postponed into the future when the projet timeline will be better known. Progress has been made on the five interpretive signage drafts. Coordination still needs to occur with the UAIC to obtain the final drafts of the Ridge Runners and Nisenan Cultural History signs. Staff has been making progress on getting the Mt. Vernon property re-listed for sale.	TBD
Kiosks/Signage (2022)	10,000.00	This project is being pushed out to next fiscal year. Signage program needs to be developed.	Spring/Summer 2023



<b>2022/2023 PROJECT ACTIVITY REPORT</b>		<b>UPDATED 03/15/23</b>		
<b>PROJECT</b>	<b>EST. COST</b>	<b>NOTES</b>	<b>EST. COMPLETED</b>	
		<b>PINK COLORED SECTIONS INDICATE NEW ACTIVITY</b>		
Pond Leak Investigation (2022)	40,000.00	Staff will be obtaining quotes from engineers to do this study as well as researching less intensive methods to stop the seepage through the pond levee next fiscal year.	Spring/Summer 2023	
Pickleball Court Crack Repairs	0.00	Staff has obtained current quotes for both the "RiteWay" and "Slipsheet" systems of court repairs and will be providing recommendations as to which repair system to use (at both Meadow Vista and Regional Parks) at the March A&D and Board Meetings.	2023/2024	
<b>CVCC</b>				
Bike Park - Construction (2015/2016) Fountain, signage, traffic control	15,000.00	The Auburn Endurance Committee has submitted, and staff has approved, mock ups of the plaques they will be affixing to the Bike Park fountain commemorating their donation at some point in the near future. Numerous small bike park signs remain to be installed and the bike park volunteers have had many others prepared and installed around the park. It is anticipated that remaining signs will be installed with volunteer help later this spring.	ONGOING	
<b>RAILHEAD PARK</b>				
Parking Lot Repair/Re-seal (2022)	60,000.00	This project will be pushed out to next fiscal year. Staff has obtained preliminary pricing from paving contractors for this work.	Spring/Summer 2023	
<b>WINCHESTER PARK</b>				
Booster Pump & Filter Replacement (2022)	25,000.00	Staff has made contact with the Winchester Golf Course superintendent and alerted them of the pump project. Upon notification, the Course will shut off the source water as necessary for the pump project to occur. Cornerstone Environmental Engineers Inc. was the low bid on this project and will begin the work as soon as the rain stops and the ground dries up a bit. The District-purchased pump is currently being shipped to the Rancho Cordova branch of Site One where they will store it free of charge until the contractor picks it up.	Spring 2023	

<b>2022/2023 PROJECT ACTIVITY REPORT</b>		<b>UPDATED 03/15/23</b>	
<b>PROJECT</b>	<b>EST. COST</b>	<b>NOTES</b>	<b>EST. COMPLETED</b>
<b>PINK COLORED SECTIONS INDICATE NEW ACTIVITY</b>			
<b>CHRISTIAN VALLEY PARK</b>			
Tutor Totter Roof Repair (2022)	45,000.00	Project completed. Notice of Completion has been filed with Placer County for recordation. Final retention monies have been authorized for payment.	WINTER 2022
<b>AUBURN ELEMENTARY</b>			
Discovery Club Modular Roof Repair (2022)	15,000.00	Project work is on hold pending the currently on-going school closure discussion.	Spring 2023
<b>SCHOOL PARK PRESERVE PICKLEBALL COURTS</b>			
Three Pickleball Courts joint project with City of Auburn (2023)	TBD	ARD has been meeting with the City of Auburn about the possibility of constructing three new pickleball courts at the old basketball court behind city hall near the School Park Preserve. While not set in stone, ARD is offering staff time to prepare cost estimates, construction drawings, CEQA review, bidding and possibly some funding (if acceptable to the Board) for the project with the City and other groups providing portions of the funding. Staff has been preparing cost estimates regarding different design scenarios for the project and will be meeting again with the City on 3/23.	Spring/Summer 2023
<b>MULTI-PARK ITEMS</b>			
Energy Efficient Upgrades (2021) Electrical and Plumbing scope additions	84,000.00	Notice of Substantial Completion for the project has been issued. Final punchlist needs to be completed by contractor and then staff will file a Notice Of Completion with the County.	ONGOING 2021-23
<b>Fiscal Year Projects Total:</b>	<b>729,137.00</b>		

## **Discussion Item #2 - Cover sheet – Review of 2016 Tree Inventory**

**Auburn Area Recreation and Park District Acquisition and Development Committee  
March, 2023**

### **The Issue**

A review of the inventory and rating of park trees done in 2016. The A&D Committee requested this review.

### **Background**

In 2016, ARD contracted with Abacus Consulting Arborists to do an inventory and subsequent health rating of all trees at the following parks:

- Recreation Park
- Regional Park
- Ashford Park
- Meadow Vista Park

The cost for this work was \$16,035.

Staff has been using this inventory and rating system to help determine which trees need to be addressed each year.

### **Recommendation for the A&D Committee**

Review and discuss.

Staff has provided the Executive Summary, Introduction and a SAMPLE of the inventory and ratings for a few of the trees at Ashford Park. The entirety of the reports and maps is hundreds of pages long.

### **Fiscal Impact**

N/A to this review.

Staff is discussing commissioning an updated inventory and rating of trees.

### **Attachments**

Executive Summary  
Introduction  
Sample of Ashford Park inventory  
Ashford Park inventory map

**ABACUS**  
CONSULTING ARBORISTS



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# **Tree Management Plan**

Prepared at the request of:

**Auburn Area Recreation & Parks District**

**By:**  
**Nicole Harrison**

June 10, 2016

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## Executive Summary

Kahl Muscott of Auburn Area Recreation and Park District (ARD) contacted ABACUS to inventory and evaluate all park trees at the Ashford Park, Meadow Vista Park, Recreation Park and Regional Park and prepare a Tree Management Plan to implement strategies to reduce risk of tree failure and increase the health of the trees in the parks. Three of these parks are located at in Auburn, California and the other in Meadow Vista, California (Figure 1).

Nicole D. Harrison, ISA Certified Arborist #WE-6500AM TRAQ, Kenneth A. Menzer, ISA Certified Arborist #WE-2122AM TRAQ, Aimee Nunez, ISA Certified Arborist #WE-11485A, and Arborist Assistants, Nicholas McNamara, Drake Linton, Shane Grauer, and Michael McNamara, of ABACUS were on site at the four parks on various days from November 15th 2015, to April 30th, 2016. For each park, a Level 2 assessment was performed on all trees 10" or greater unless otherwise noted in the tree documentation. This assessment level is limited to the observation of conditions and defects which are readily visible from the ground level. A level 1 assessment was performed on trees which were less than 10" diameter or inaccessible unless otherwise noted in the tree documentation.

Trees are an asset whose value increases over time as they grow and become mature. The value of a tree can be greatly impacted by the quality of care and maintenance it receives. In fact, a mature tree can quickly transition from an asset to a liability with poor care. The quality of care of the trees in all four parks is low. Many of the trees are in poor condition and will require removal as they decline from large pruning wounds and preventable failures (Figure 4,7,10 and 13). In order to increase the standard of care, pruning recommendations by individual tree are provided for each park. The pruning is divided into 3 categories: Park Staff, Tree Trimming Contractor, and Certified Arborist. This division is meant to match the individual tree's requirements to the most appropriate and cost effective care. These recommendations together with strict adherence to national pruning standards (ANSI A300) will reduce the risk of failures.

Resources in the soil are limited. Space for canopy development is also limited. Too many trees growing in a defined area will result in poor quality trees with higher instances of failure. There are many places, particularly in the Recreation and Regional parks, where there are far too many trees growing too close together for the trees to be healthy and develop good structure. Thinning is recommended and is addressed in the tree documentation with statements such as 'no canopy space' or 'thin out'.

Irrigation is the single largest environmental condition which can be altered by humans to help or hinder a tree's health. In all of the parks, the species majority is native oaks which have developed over thousands of years to have effective drought tolerance adaptations. These trees grow and flourish without supplemental irrigation all over the Sacramento Valley and Sierra Nevada foothills. Generally, frequent irrigation to support grass is a serious problem for our native trees. In addition, water in the wrong location, such as spraying the bark of the trees, is just as detrimental. The native oaks in the



parks are declining, in large part due to poor irrigation practices; These irrigation practices should be modified to improve the condition of the native oaks. Strategies to address this problem are further defined in the tree documentation by individual tree but it should be noted that grass is replaceable in a day while a mature tree can take 50 – 100 years to replace.

In public areas, over use, maintenance activities, and vandalism play a large role in the health of the trees. Protection from soil compaction and resulting root loss as a result of foot traffic is essential for mature trees. On young trees the primary cause of damage is mowers and weed eaters. Additionally, sunburn kills many young trees and is directly attributable to removal (instead of reduction) of all the lower limbs on a young tree with thin, immature bark. Recommendations to reduce or eliminate damage are provided in the tree documentation by individual tree. Park staff must be adequately trained to provide tree care to prevent damage to young trees. Maintenance must include mitigation efforts to alleviate compaction in heavily used areas. These remedial actions are defined in the tree documentation as 'Other Care'.

## Introduction

The local community parks are extremely valuable open space areas that represent a considerable economic and environmental asset to the communities of Auburn and Meadow Vista, California.

Unlike buildings and structures that depreciate in value after being built, trees appreciate in value through time. There is a significant amount of research that verifies the positive effects that trees exert on a community. Trees provide:

- Oxygen and food
- Carbon sequestration
- Beauty and ornament
- Wildlife habitat
- Rain capture, and dust and erosion control
- Shade and energy savings in heating and cooling, and
- Enhanced property values (Pittenger, 2015).

Additionally, trees can provide unexpected benefits such as:

- Psychological well-being
- Reduced crime, graffiti, noise, and litter
- Stronger ties to neighbors, with a greater sense of safety for urban residents
- Extended life of street surfaces through shade
- Greater productivity and work satisfaction for desk workers with "green" views, and
- Providing alternatives to landfills for "green" waste via mulching (Associates, 2015).

These benefits are maximized under a healthy and sustainably managed urban forest, but declining forests can have the opposite effect. It can increase energy costs, increase maintenance costs, and can cause potentially hazardous situations to urban structures and humans (Associates, 2015).

Therefore, in order to maximize the benefits provided by trees in these community parks, the development and implementation of a proactive, progressive and long range tree management plan is necessary. Tree Management Plans provide guidelines and specific recommendations to apply industry standard tree care to promote the health and safety of community trees.

This Tree Management Plan provides the Auburn Recreation and Park District (ARD) with detailed guidelines for achieving short term (immediate reduction in risk) and long term (healthy, sustainable trees) goals of tree care for the four parks.

## Project Description

Kahl Muscott of Auburn Area Recreation and Park District (ARD) contacted **ABACUS** to inventory and evaluate all park trees at the Ashford Park, Meadow Vista Park, Recreation Park and Regional Park and produce a Tree Management Plan. Three of these parks are located at in Auburn, California and the other in Meadow Vista, California (Figure 1).

## Methods

Nicole Harrison, ISA Certified Arborist #WE-6500AM TRAQ, Kenneth A Menzer, ISA Certified Arborist #WE-2122AM TRAQ, Aimee Nunez, ISA Certified Arborist #WE-11485A, and Arborist Assistants, Nicholas McNamara, Drake Linton, Shane Grauer, and Michael McNamara, of **ABACUS** were on site various days throughout November 15<sup>th</sup> 2015, to June 1<sup>st</sup>, 2016 providing tree species identification, location, measurements of DBH<sup>1</sup>, field condition notes, recommended actions, ratings, pruning goals, and maximum recommended cut sizes.

### ***Level of Inspection, Testing and Analysis***

There are three levels of tree assessment as stated by ANSI (American National Standard Institute) and ISA's *Best Management Practices: Tree Risk Assessment*.

- Level 1 – Limited Visual Assessment
- Level 2 – Basic Visual Assessment
- Level 3 – Advanced Assessment

For each park, a Level 2 assessment was performed unless otherwise noted in the tree documentation. This assessment level is limited to the observation of conditions and defects which are readily visible. A Level 1 assessment may have been performed due on specific trees inside the inventory area in the event that access was limited and is noted in the tree documentation (ie: debris at the base) or in area's of heavy canopy and relatively low traffic (ie: heavy blackberries infestations). Additionally, the scope of work identified Level 1 assessment areas (Figures 2 – 5).

In the inventory, there may be recommendations for a Level 3 assessment to be performed on specific trees that were determined to have a target. A target can be people, property, or high activity areas where a failure is likely to result in injury or damage. The Level 3 assessment includes, but is not limited to, aerial inspection and evaluation of the structural defects of a tree including decay and load testing for purposes of risk analysis.

No laboratory or chemical testing and analyses were performed, only above ground level observations.

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<sup>1</sup> See Tree Size Expressed by Trunk Diameter see Glossary

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Tree Inventory and Recommendations

Abacus Consulting Arborists

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Tree #	Species Common Name	Species Botanical Name	DBH	Root Condition	Trunk Condition	Canopy Condition	Inspection Level	Rating	Recommendations	Pruner	Pruning Goal
1	Interior Live Oak	<i>Quercus wislizenii</i>	18, 17, 26	Bare soil	CDL @ 4' with included bark, 22 had CDL failure at ± 15' to east, bows over street - suppressed by tree #2	Significant lower canopy dead wood over street	2	2	Increase potential for better health with mulch, Manage failure zone - target is street	CA	Reduce likelihood of branch failure by reducing canopy weight and redirecting growth while maintaining tree health
2	Valley Oak	<i>Quercus lobata</i>	20, 22, 15, 25	Surface roots, bare soil	Co-dominant leader at 4' into 4 stems, cavity at crotch, vase shape, rip failure at 30' to north, extended limb to south	Sparse canopy	2	3	Increase potential for better health with mulch, Manage failure zone - target is street	CA	Reduce likelihood of branch failure and co-dominant leader failure while maintaining adequate leaf surface for tree health
3	Alder	<i>Alnus rhombifolia</i>	17	Tag to south, against the bridge	Top failure, decay cavities	-	1	1	Retain for wildlife, reduce top	TT	Prune as required to prevent failure onto target
4	Alder	<i>Alnus rhombifolia</i>	20	-	Top Failure, recent limb failure at ± 15'	-	1	1	Retain for wildlife	TT	Prune as required to prevent failure onto a target
5	Valley Oak	<i>Quercus lobata</i>	20, 16	-	Large wounds on 20" stem at ± 30'	Bows over stream	2	3	Regularly reduce weight to prevent failure	TT	Reduce likelihood of branch failure while maintaining tree health
6	Valley Oak	<i>Quercus lobata</i>	21, 21	Fill at base to south, parking at 3'	Leans, dead limb at 2' to south, top failure rip with birdhole over stream, large deadwood at 20', failures thruout	-	2	2	Remove dead wood, re-inspect for wound closure, regularly reduce weight, Remove in 10 years	CA	Reduce likelihood of branch failure while maintaining tree health

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Tree Inventory and Recommendations

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7	Valley Oak	<i>Quercus lobata</i>	27	2' to parking, fill to south	Dominant, Co-dominant leader at 10', leans to north east, failures over stream, closing wounds on limbs over parking		2	3	Remove fill, prevent failure with regular weight reduction	TT	Reduce likelihood of branch failure while maintaining tree health
8	Valley Oak	<i>Quercus lobata</i>	15	-	Suppressed by tree #6, large failures, poor structure	Epicormic growth	2	2	Reduce or remove	TT	Prune as required to prevent failure onto a target
9	Arizona Cypress	<i>Cupressus arizonica</i>	10	-	Leans, top failure	Very sparse canopy, mostly dead	2	1	Remove	TT	Remove
10	Valley Oak	<i>Quercus lobata</i>	19	-		High canopy, unbalanced canopy to east	2	3	Eliminate parking off paved areas, alleviate compaction, mulch, street is target	TT	Reduce likelihood of branch failure while maintaining tree health
11	Arizona Cypress	<i>Cupressus arizonica</i>	14	1' from base of tree #10	Leans toward parking, stubs	Very sparse canopy	2	3	Remove	TT	Remove
12	California Black Oak	<i>Quercus kelloggii</i>	18	Too much decay at base	Bows to east, too much decay in main stem at 20-30'		2	1	High likelihood of failure, No Target	TT	No pruning required
13	Valley Oak	<i>Quercus lobata</i>	25	On slope, mechanical damage to surface roots, bare soil with tire tracks	Co-dominant leader at 10' with included bark, structural limbs to east bow	Good leaf surface, some epicormic growth	2	3	Eliminate driving and parking off paved areas, alleviate compaction, add mulch annually for 3 years	TT	Reduce likelihood of branch failure while maintaining tree health

Ashford - 20 pages  
 MV - 23 pages  
 Regional - 103 pages  
 Recreation - 57 pages

# ASHFORD PARK



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