

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

**MONDAY, AUGUST 21, 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/85260896622>. The public can use this link and/or call 1 669 900 6833 Webinar ID: 852 6089 6622 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 July 17, 2023, Acquisition & Development Meeting (Pages 3-4)**

**Recommendation:** Review and approve minutes.

**4.2 Agreement between ARD and the Sky View Foundation (Pages 5-9)**

Shall the Auburn Area Recreation and Park District (ARD) enter into an Agreement with the Sky View Foundation in regards to funding for the multi-use/pickleball courts at Auburn City Hall/School Park Preserve?

**4.3 AMENDED MOU between ARD and the City of Auburn (Pages 10-18)**

Shall the Auburn Area Recreation and Park District (ARD) agree to an amended Memorandum of Understanding (MOU) with the City of Auburn?

**4.4 MOU with the Auburn Pickleball Club (Pages 19-29)**

Shall the Auburn Area Recreation and Park District (ARD) approve an MOU with the Auburn Pickleball Club?

**Discussion items:**

1. 2023 - 2024 Project Activity Report (Pages 30-34)
2. 2023/2024 Project List and CIP Review and Discussion (Pages 35-41)

**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**

August 18, 2023  
Date

9:30 AM  
Time

Cathy Warford  
Secretary to the Board

**Auburn Area Recreation and Park District  
Minutes of the Acquisition & Development Committee Meeting  
Monday, July 17, 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 as written.

**3.0 PUBLIC COMMENT**

None.

**4.0 BUSINESS**

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

The Committee reviewed and approved the minutes from the June 19, 2023, Acquisition & Development Committee Meeting.

**4.2 AMENDED MOU between ARD and the City of Auburn**

Director Lynch and Director Gray reviewed the AMENDED MOU between ARD and the City of Auburn. The Committee made suggested wording changes and are sending the MOU to the Board to be reviewed, pending review and agreement by the City of Auburn.

**Discussion Items:**

1. 2021 – 2022 Project Activity Report – this item was discussed.

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

1. Adding Second Set of Aluminum Bleachers at “B” Field – this item was not discussed
2. Regional Park and Regional Park Community Center Naming – this item was not discussed

**6.0 PENDING ITEMS REQUIRING MORE DETAILED RESEARCH**

**ADJOURNED**

As there was no further business, the meeting was adjourned at 11:35 AM.

Cathy Wayford  
Board Secretary

July 18, 2023  
Date



## **4.2 Cover sheet – Agreement between ARD and the Sky View Foundation**

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

### **The Issue**

Shall the Auburn Area Recreation and Park District (ARD) enter into an Agreement with the Sky View Foundation in regards to funding for the multi-use/pickleball courts at Auburn City Hall/School Park Preserve?

### **Background**

In March, 2023, the ARD Board approved the FY 23/24 Project List that included building new multi-use/pickleball courts at City Hall/School Park Preserve, in cooperation and conjunction with the City of Auburn and the Sky View Foundation. Both the ARD Board and the Auburn City Council requested that language be drafted to spell out roles and responsibilities for construction. As such, an amendment to the existing MOU is being proposed and will be considered by the ARD Board.

The ARD Acquisition and Development Committee also requested that an Agreement be made between ARD and the Sky View Foundation in regards to their portion of the funding for the new multi-use/pickleball courts at City Hall/School Park Preserve. That proposed Agreement, which has been reviewed and agreed to in principle by the Sky View Foundation is attached.

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

Review and send a positive recommendation to the Board of Directors to authorize the District Administrator to sign the Agreement between ARD and the Sky View Foundation in regards to funding for the multi-use/pickleball courts at Auburn City Hall/School Park Preserve.

### **Fiscal Impact**

There is no fiscal impact for entering into this Agreement.

ARD's portion of the costs to build the new pickleball courts at City Hall/School Park Preserve is \$63,400. Funding for this expenditure was included in the FY 23/24 Budget and Project List.

### **Attachments**

Proposed Agreement between ARD and the Sky View Foundation

**AGREEMENT BETWEEN THE SKY VIEW FOUNDATION  
AND THE AUBURN AREA RECREATION AND PARK  
DISTRICT REGARDING FUNDING FOR THE MULTI-USE  
AREA AT CITY OF AUBURN'S SCHOOL PARK  
PRESERVE**

This AGREEMENT ("Agreement") is entered into effective \_\_\_\_\_ of 2023 (the "Effective Date") by and between the Sky View Foundation, a private 501c3 foundation, and the Auburn Area Recreation and Park District, a California special district organized and operating under California Public Resources Code section 5780 et seq. (hereinafter "ARD") (collectively, the "Parties") with respect to the following Recitals:

**RECITALS**

WHEREAS, the Sky View Foundation and ARD desire to enter into this Agreement to build multi-use/pickleball courts, which will provide needed recreational opportunities and increase desired public participation in and around the School Park Preserve; and

WHEREAS, the City of Auburn and ARD will be modifying its existing MOU to include language on the construction and maintenance of the multi-use/pickleball courts; and

WHEREAS, all three parties involved (ARD, the Sky View Foundation and the City of Auburn) agree to share the costs of the multi-use/pickleball courts equally three ways.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter provided, the Sky View Foundation and ARD hereby agree as follows:

**1. Multi-use Area/Pickleball Courts at City Hall/School Park Preserve**

- a. The City of Auburn owns a +/-9,160 sq.ft. flat asphalt pad between the City Hall parking lot and the School Park Preserve parking lot. On May 8, 2023, the City Council authorized use of the asphalt pad for a multi-use area to include three pickleball courts, which can also be converted into space for a variety of arts activities and art shows, the location and dimensions of which are more particularly depicted in Exhibit A, attached hereto and incorporated herein by reference (the "Pickleball Courts"). The City Council further authorized the expenditure of funds to pay one-third of the cost of construction and development of the multi-use/pickleball courts in partnership with ARD.
- b. The Sky View Foundation agreed to fund one-third of the cost of construction and development of the multi-use/pickleball courts.
- c. ARD agreed to fund one-third of the cost of construction and development of the multi-use/pickleball courts.

- d. Within [REDACTED] days of the Effective Date, the City shall provide ARD Sixty-Three Thousand Four Hundred Dollars (\$63,400) in American Rescue Plan Act (ARPA) funds towards the costs of constructing the multi-use area in accordance with this MOU.
- e. Within 10 days of the Effective Date, the Sky View Foundation shall provide ARD Sixty-Three Thousand Four Hundred Dollars (\$63,400) funds towards the costs of constructing the multi-use area in accordance with this Agreement
- f. Cost overruns or change orders from the contractor will be split three ways amongst the participating parties, after notice and agreement on by all parties. This includes the costs for concealed or unknown conditions that may be discovered during construction.
- g. In the event that one or more of the parties are unable to fund their portion of the cost of constructing the multi-use area, the parties acknowledge there will be insufficient funding for the construction of the multi-use/pickleball courts. In such event, and if parties do not agree to a mutually acceptable modified funding agreement, ARD will provide written notice to the Sky View Foundation and ARD shall refund to the parties within \_\_\_\_ days of receiving the written notice.
- h. "Construction" and "construct" shall mean bidding and bid administration, mobilization, demolition, grading, paving, striping, installation of lighting and associated electrical, pickleball nets, posts and sleeves.
- i. ARD shall use the funds provided in Section 4(b) for the sole purpose of constructing the Multi-Use Area in accordance with this Agreement. In contracting for this work, ARD shall follow contracting and bidding procedures that apply to both ARD and the City.

## 2. **Indemnification, Term, and Termination**

- a. ARD shall indemnify, defend, and hold the Sky View Foundation, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent, intentional, or wrongful acts or omissions of ARD, its officers, agents, or employees.
- b. The Sky View Foundation shall indemnify, defend, and hold ARD, its officers, employees, and agents harmless from and against any and all liability, loss,

expense (including reasonable attorneys' fees), or claims for injury or damage arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent, intentional, or wrongful acts or omissions of the Sky View Foundation, its officers, agents, or employees.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date listed below.

**Sky View Foundation**

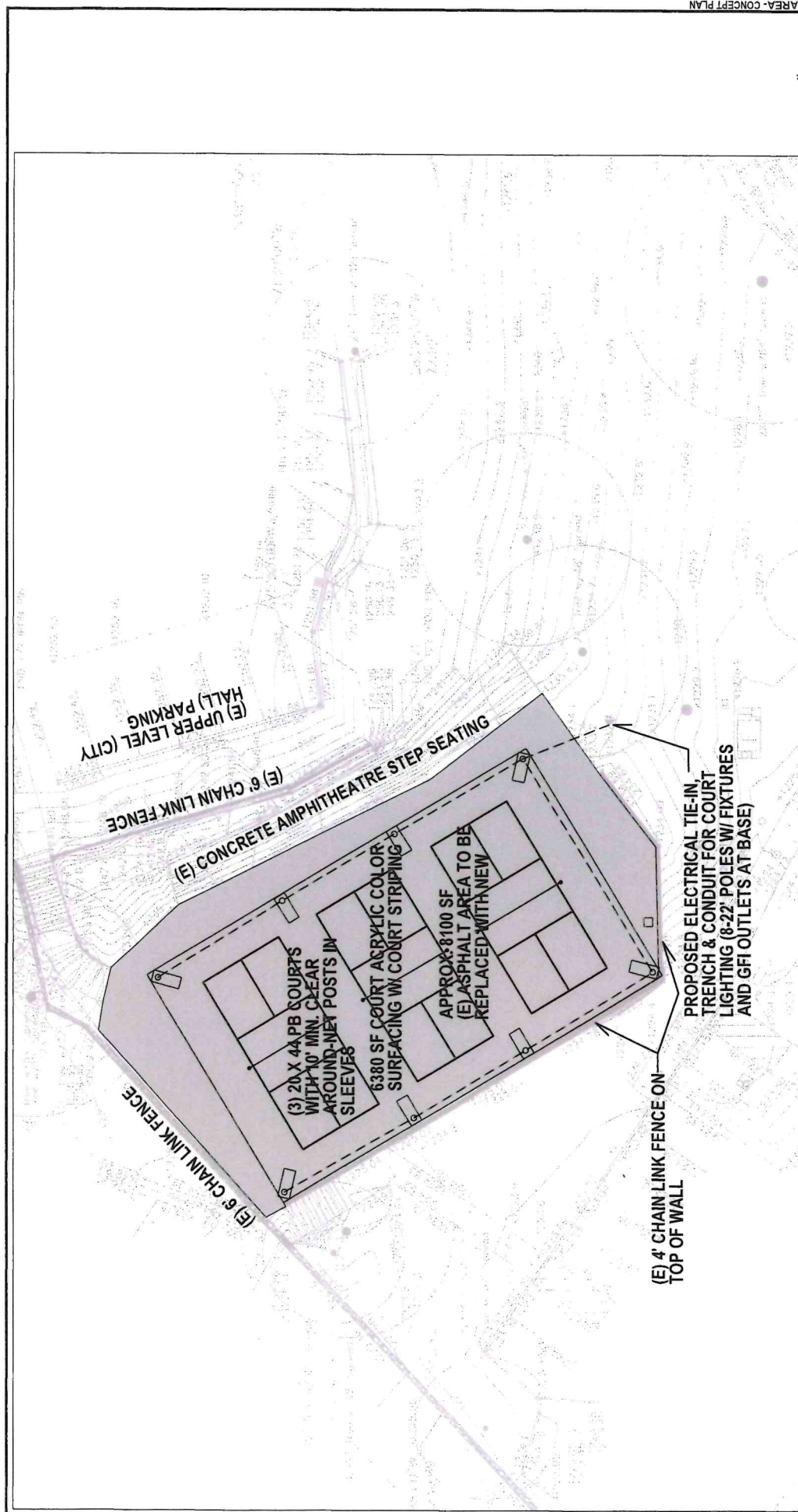
**Auburn Recreation District**

\_\_\_\_\_  
Bob Gilliom  
President

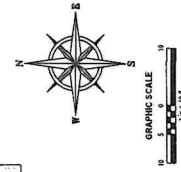
\_\_\_\_\_  
Kahl Muscott  
District Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Exhibit A



SCHOOL PARK PRESERVE MULTI-USE AREA				SCHOOL PARK PRESERVE MULTI-USE AREA - CONCEPT PLAN				DATE: 05/17/23			
SCHOOL PARK PRESERVE MULTI-USE AREA				CONCEPT PLAN				SHEET L-1			
SCHOOL PARK PRESERVE MULTI-USE AREA				CONCEPT PLAN				OF X			
SCHOOL PARK PRESERVE MULTI-USE AREA				CONCEPT PLAN				FOR NO. N/A			
SCHOOL PARK PRESERVE MULTI-USE AREA				CONCEPT PLAN				AUBURN, CALIFORNIA			
SCHOOL PARK PRESERVE MULTI-USE AREA				CONCEPT PLAN				ARB			
SCHOOL PARK PRESERVE MULTI-USE AREA				CONCEPT PLAN				COMPUTED N/A			
SCHOOL PARK PRESERVE MULTI-USE AREA				CONCEPT PLAN				DESIGNED MPS			
SCHOOL PARK PRESERVE MULTI-USE AREA				CONCEPT PLAN				DRAWN MPS			
SCHOOL PARK PRESERVE MULTI-USE AREA				CONCEPT PLAN				PROJ. ENGR.			
SCHOOL PARK PRESERVE MULTI-USE AREA				CONCEPT PLAN				BENCH MARK			
SCHOOL PARK PRESERVE MULTI-USE AREA				CONCEPT PLAN				APPROX. DATE			
SCHOOL PARK PRESERVE MULTI-USE AREA				CONCEPT PLAN				DESCRIPTION			
SCHOOL PARK PRESERVE MULTI-USE AREA				CONCEPT PLAN				NO.			

### **4.3 Cover sheet – AMENDED MOU between ARD and the City of Auburn**

**Auburn Area Recreation and Park District Acquisition and Development Committee July, 2023; August, 2023**

#### **The Issue**

Shall the Auburn Area Recreation and Park District (ARD) agree to an amended Memorandum of Understanding (MOU) with the City of Auburn?

#### **Background**

ARD and the City of Auburn entered into an updated MOU in November, 2019. This updated MOU mainly addressed Park Impact Fees and City enforcement of ARD rules, regulations and ordinances.

In March, 2023, the ARD Board approved the FY 23/24 Project List that included building new pickleball courts at City Hall/School Park Preserve, in cooperation and conjunction with the City of Auburn and the Sky View Foundation. Both the ARD Board and the Auburn City Council requested that language be drafted to spell out roles and responsibilities for construction. As such, an amendment to the existing MOU is being proposed.

All new language on the amended MOU is in red.

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

Review and send a positive recommendation to the Board of Directors to authorize the District Administrator to sign the amended MOU between ARD and the City of Auburn.

This amended MOU was previously reviewed at the July A&D Committee meeting. Suggested edits were discussed, mainly in regards to adding language about potential change orders. Those changes are included in this most recent version.

It was also suggested that an Agreement be create between ARD and the Sky View Foundation. That Agreement has been created and is scheduled to be voted on this month by the ARD Board.

#### **Fiscal Impact**

There is no fiscal impact to amending the MOU.

ARD's portion of the costs to build the new pickleball courts at City Hall/School Park Preserve is \$63,400. Funding for this expenditure was included in the FY 23/24 Budget and Project List.

#### **Attachments**

Proposed Amended MOU between ARD and the City of Auburn



**AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF AUBURN AND THE AUBURN AREA RECREATION AND PARK  
DISTRICT REGARDING USE OF PARK IMPACT MITIGATION FEES AND  
ENFORCEMENT OF APPLICABLE LAWS, ORDINANCES, RULES, AND  
REGULATIONS IN PARKS**

This Amended And Restated Memorandum Of Understanding Between The City Of Auburn And Auburn Area Recreation And Park District Regarding Use Of Park Impact Mitigation Fees And Enforcement Of Applicable Laws, Ordinances, Rules, And Regulations In Parks (“MOU”) is entered into \_\_\_\_\_ of 2023 (the “Effective Date”) by and between the City of Auburn, a California municipal corporation and general law city (hereinafter “City”) and the Auburn Area Recreation and Park District, a California special district organized and operating under California Public Resources Code section 5780 et seq. (hereinafter “ARD”) (collectively, the “Parties”) with respect to the following Recitals:

**RECITALS**

WHEREAS, the City and ARD desire to enter into this MOU: (1) regarding the use of Park Impact Mitigation Fees, (2) to ensure the rehabilitation and maintenance of all parks within the City’s sphere of influence in a suitable and timely manner, and (3) to authorize the City’s peace officers and other authorized staff to enforce laws, ordinances, rules, and regulations in parks owned and operated by ARD and lying within the incorporated areas of the City; and

WHEREAS, California Public Resources Code section 5786.17 makes a violation of any ARD rule, regulation, or ordinance unlawful and authorizes citations for violations of state law, city or county ordinances, or district rules, regulations, or ordinances, when the violation occurs in a recreational facility, as defined; and

WHEREAS, Public Resources Code section 5786.11 authorizes ARD to enter into a cooperative agreement with the City to do all things necessary or convenient in carrying out the purposes and intent of Public Resources Code section 5780 et seq. including, but not limited to, an agreement regarding use of Park Impact Mitigation Fees, rehabilitation and maintenance of parks, and enforcement of laws, ordinances, rules and regulations.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter provided, the City and ARD hereby agree as follows:

1. The Recitals above are true and correct and hereby fully incorporate herein.
2. **Use of Park Impact Mitigation Fees and Rehabilitation and Maintenance of Parks.**
  - a. Starting September 30 of each year, at the end of each quarter, the City shall convey to ARD Park Impact Mitigation Fees collected by the City.
  - b. The City and ARD agree that Park Impact Mitigation Fees collected by the City will be spent and used within a two mile radius of the City, with a minimum of seventy-five percent (75%) of said fees being spent within the City limits.

- c. ARD agrees that it shall provide to the City, by August 31 of each year, the following reports:
  - i. A report which details the expenditure of Park Impact Mitigation Fees forwarded to ARD in the preceding fiscal year. The report shall detail projects and costs expended for each project; and
  - ii. A report which details the proposed expenditures of Park Impact Mitigation Fees to be conveyed to ARD in the current fiscal year. The report shall detail the projects and costs to be expended for each project.
- d. ARD shall be responsible for ensuring the spending and use of Park Impact Mitigation Fees under this MOU complies with the requirements of applicable state law and the Auburn Municipal Code, as those laws and the code may change from time to time.
- e. The City and ARD will establish a Project Review Committee to provide the Parties an opportunity to review all ARD projects wholly or partially City funded through City Mitigation Fees. The Committee will consist of one ARD Board Member, the ARD Executive Director, one City Council Member and the Auburn City Manager. ARD shall submit three copies of preliminary plans to the City Manager once any project, wholly or partially funded by City Mitigation Fees, reaches the preliminary plan phase. The Project Review Committee shall not have regularly scheduled meetings. However, any member of the Project Review Committee may request the Committee meet to discuss the impacts of the project that has reached the preliminary plan phase. Upon such request, the Project Review Committee shall convene within 30 days.
- f. The City and ARD agree individually to assume rehabilitation and maintenance responsibility for the following specific tasks for those city parks listed in Paragraph (g), below. The City and ARD also agree to work together, as necessary, to perform these tasks by sharing equipment and labor when appropriate or if tasks not specified arise during the term of this agreement. Such performance shall be agreed to in writing beforehand by the City Manager and District Manager of the City and ARD, respectively. Vandalism shall be repaired by agency responsible for the items/tasks vandalized.

#### **ARD Responsibilities**

- i. Garbage collection and clean up within the parks on a daily basis.
- ii. Landscape maintenance. This shall include mowing (2 times per month during the months of April thru November, leaf blowing (1 time per week during the months of October thru January, trimming (1 time per month) and weed eating in Auburn Ravine 2 times during the months of April thru

- July (with additional weed eating as needed) and brush removal. Also includes graffiti inspection/removal (1 time per week).
- iii. Electrical infrastructure, including lighting fixture maintenance.
- iv. Water fountain repair and maintenance.
- v. Minor repairs to bridges, decks and walkway structures.
- vi. Maintenance of the creek to prevent dams created by park users or fallen timber.

### **City of Auburn Responsibilities**

- i. Fencing.
  - ii. Major repairs or replacements of bridges, decks and walkway structures.
  - iii. Irrigation and backflow devices.
  - iv. Large tree maintenance/removal.
- g. The obligations in Paragraph 2(f) of this MOU only apply to the following City parks:
- i. Bicentennial Park.
  - ii. Chana Park.
  - iii. Herschel Young Park.
  - iv. Auburn Ravine Trail.
- h. The following pocket parks are specifically excluded from the obligations on Paragraph 2(f) of this MOU, and shall be the sole responsibility of the City:
- i. Clock Tower Park.
  - ii. Tennis Way Park.
  - iii. Livingston Building Park.
  - iv. Court View Park.
  - v. East Placer Park.
  - vi. Maple Street Park.
  - vii. Magnolia Street Park.
  - viii. Conheim Train Station.
  - ix. The Lewis Street Park
  - x. School Park Preserve (except as described below)
- i. ARD agrees to provide the services in Paragraph 2(f) in accordance with the attached ARD facilities maintenance policy, when applicable.
- j. City and ARD staff members shall meet quarterly to review each Party's obligations under this Agreement.

### **3. City Enforcement of Applicable Laws.**

- a. ARD hereby authorizes and consents to the City enforcing ARD rules, regulations and ordinances and other applicable laws, including, but not limited to, the Auburn Municipal Code, when necessary and appropriate within properties



owned, operated, or controlled by the ARD lying within incorporated areas of the City.

- b. The City has sole discretion to make enforcement decisions and determine the level of service provided under this section of the MOU. In the event of a conflict between laws, codes, rules, and/or regulations, the City may in its sole discretion choose which to enforce. The City alone shall control and determine the performance of personnel providing the services under this section of this MOU, including, but not limited to, the standards of personnel performance and discipline.
- c. The City will not charge ARD for services rendered under this section of this MOU; provided, however, that ARD will reimburse the City for any costs associated with administrative enforcement under chapter 10.80 et seq. of the Auburn Municipal Code. Nothing in this section of this MOU requires ARD to reimburse the City for any costs associated with civil or criminal enforcement under the Auburn Municipal Code or other law.
- d. The City reserves the right to reopen this agreement at any time to discuss cost sharing of emergency services, should the City see a rise in demand of said services.

#### **4. Pickleball Courts at the School Park Preserve/City Hall**

- a. The City owns a +/-9,160 sq.ft. flat asphalt pad between the City Hall parking lot and the School Park Preserve parking lot. On May 8, 2023, the City Council authorized use of the asphalt pad for a multi-use area to include three pickleball courts, which can also be converted into space for a variety of arts activities and art shows, the location and dimensions of which are more particularly depicted in Exhibit A, attached hereto and incorporated herein by reference (the "Pickleball Courts"). The City Council further authorized the expenditure of funds to pay one-third of the cost of construction and development of the Pickleball Courts in partnership with ARD.
- b. Within      days of the Effective Date, the City shall provide ARD Sixty-Three Thousand Four Hundred Dollars (\$63,400) in American Rescue Plan Act (ARPA) funds towards the costs of constructing the multi-use area in accordance with this MOU. ARD shall be responsible for **one-third (1/3<sup>rd</sup>)** of the costs **and both parties shall work together to collect the remaining one-third (1/3<sup>rd</sup>) of the cost of constructing the multi-use area from the Sky View Foundation or from third party donors.**
- c. In the event the parties are unable to collect the remaining one-third (1/3<sup>rd</sup>) cost of constructing the multi-use area from the Sky View Foundation or other third party donor(s), the parties acknowledge there will be insufficient funding for the construction of the Pickleball Courts. In such event, the City will provide written notice to ARD and ARD shall refund to the City the Sixty-Three Thousand Four



Hundred Dollars (\$63,400) in American Rescue Plan Act funds, described in subsection (a) above, within \_\_\_\_ days of receiving the written notice.

- d. Change orders from the contractor will be reviewed by the City, ARD and the Sky View Foundation, or other third-party donor if applicable with consent being given by each party in writing prior to the work being authorized. If additional funding is required for this project, the parties acknowledge that such requests may require approval through each parties respective governing bodies, and subject to funding availability.
- e. "Construction" and "construct," as used in this Section 4, shall mean bidding and bid administration, mobilization, demolition, grading, paving, striping, installation of lighting and associated electrical, pickleball nets, posts and sleeves.
- f. ARD shall use the funds provided in Section 4(b) for the sole purpose of constructing the Multi-Use Area in accordance with this MOU. In contracting for this work, ARD shall follow contracting and bidding procedures that apply to both ARD and the City.
- g. The City shall provide and allow ARD and ARD's engineers, consultants, contractors, and other representatives ("ARD's Representatives") reasonable, non-exclusive access to the Multi-Use Area during normal business hours for the purpose of constructing the Multi-Use Area in accordance with this MOU, and for maintenance of the Pickleball Courts as described in Section 4(f) below.

During construction and until the City accepts the improvements, the City shall not assume any responsibility for or duty to protect against any loss, damage, theft, or vandalism of the Multi-Use Area or any portion thereof or equipment to which ARD and/or ARD's Representatives may place upon the Multi-Use Area at any time and for any reason. All tools and equipment taken upon or placed upon the Multi-Use Area by ARD and/or ARD's Representatives must be removed by ARD upon completion of construction.

ARD shall indemnify and defend the City and its elected and appointed officials, employees, agents, and volunteers, and hold all of them free and harmless from, all loss, damage, liability, actions, claims, costs, and expenses, (including, without limitation, reasonable attorneys' fees, expert witness fees and all other costs of litigation or dispute resolution) arising out of or related to the construction described above, and/or any entry by ARD or ARD's Representatives on the Multi-Use Area for any reason or exercise of its rights under this MOU including, without limitation, from all liens resulting from any such conduct, including without limitation those made against or suffered by the City, by reason of any actual or alleged loss, damage, injury, or claim of any kind or character to any person or property arising from or related to the construction described above by ARD and/or the ARD's Representatives, except any claims resulting from the City's sole and active negligence or willful misconduct.

h. Maintenance Roles and Responsibilities.

**ARD Responsibilities for Multi-Use Area including Pickleball Courts**

- i. Repairing and/or replacing nets
- ii. Keeping the calendar of events and court closures
- iii. Providing the City with information about events and court closures
- iv. Sharing costs with the City to repair surface cracks that may appear
- v. Sharing costs with the City to replace and maintain lights

**City Responsibilities for Multi-Use Area including Pickleball Courts**

- i. Electric and other utility costs
- ii. Garbage collection at the courts
- iii. Blowing/sweeping the courts regularly
- iv. Providing ARD with information about events and court closures
- v. Sharing costs with ARD to repair surface cracks that may appear
- vi. Sharing costs with ARD to replace and maintain lights
- vii. Setting up/taking down and storing nets and posts as necessary

**5. Indemnification, Term, and Termination**

- a. ARD shall indemnify, defend, and hold the City, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent, intentional, or wrongful acts or omissions of ARD, its officers, agents, or employees.
- b. The City shall indemnify, defend, and hold ARD, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent, intentional, or wrongful acts or omissions of City, its officers, agents, or employees.
- c. The term of this MOU shall be five years. This MOU may be terminated by either party for any reason and at any time by giving the other party 120 days written notice. This MOU may be amended at any time with concurrence of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on the date listed below.



**City of Auburn**

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Sean Rabé  
City Manager

---

Date

Attest:

---

Amy Lind  
City Clerk

---

Date

**Auburn Recreation District**

---

Kahl Muscott  
District Administrator

---

Date

(E) UPPER LEVEL (CITY HALL) PARKING

(E) 6' CHAIN LINK FENCE

(E) CONCRETE AMPHITHEATRE STEP SEATING

(3) 26 X 44 PB COURTS WITH 10' MIN. CLEAR AROUND-NET POSTS IN SLEEVES

6380 SF COURT ACRYLIC COLOR SURFACING W/ COURT STRIPING

APPROX 8100 SF (E) ASPHALT AREA TO BE REPLACED WITH NEW

(E) 4' CHAIN LINK FENCE ON TOP OF WALL

PROPOSED ELECTRICAL TIE-IN, TRENCH & CONDUIT FOR COURT LIGHTING (8-22' POLES W/ FIXTURES AND GFI OUTLETS AT BASE)

## **4.4 Cover sheet – MOU with the Auburn Pickleball Club**

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

### **The Issue**

Shall the Auburn Area Recreation and Park District (ARD) approve an MOU with the Auburn Pickleball Club?

### **Background**

Members of the ARD Acquisition and Development Committee and staff have been working with representatives from a group working on starting a pickleball club in Auburn, the Auburn Pickleball Club (APC). APC's mission is to provide organized recreational and competitive pickleball play in Auburn. Their club will achieve this by facilitating lessons, recreational and competitive play, and social events in Auburn, all the while creating revenue to assist ARD in pickleball facilities upkeep and expansion.

The APC would operate through the "Friends of ARD" 501C3, however APC would be responsible for all membership related activities.

As part of this process, the APC has also developed a set of bylaws and has provided information and the cost structure for the club. Both of these documents are attached.

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

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

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

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

The Board of Directors will be notified of all Agreements.

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

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

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

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

**Recommendation for the A&D Committee**

Review and send a positive recommendation to the Board to approve the MOU with the Auburn Pickleball Club.

Staff have been working with the APC and feel that this club will be beneficial to the pickleball community and to ARD.

**Fiscal Impact**

Not applicable at this time

**Attachments**

MOU with the Auburn Pickleball Club  
Auburn Pickleball Club information and pricing structure  
Auburn Pickleball Club Bylaws

## **Memorandum of Understanding between the Auburn Pickleball Club and the Auburn Area Recreation and Park District for Operations and Administration of the Auburn Pickleball Club**

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

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

Whereas, ARD is desirous of working with the community to form a pickleball club, and

Whereas, the Auburn Pickleball Club's (APC) mission is to provide organized recreational and competitive pickleball play by facilitating lessons, recreational and competitive play, and social events with the purpose of creating revenue to assist ARD in pickleball facilities use, upkeep and expansion., and

Whereas, ARD and the Auburn Pickleball Club agree that a mutual partnership to fundraise and administer a pickleball club is in the best interest of the community.

### **Now therefore, ARD and Auburn Pickleball Club hereby agree as follows:**

- 1) The Auburn Pickleball Club acknowledges and understands that ARD pickleball courts, tennis courts and gymnasiums are public facilities and are used for a variety of classes, leagues, tournaments and general drop-in play. Auburn Pickleball Club use of these facilities will be scheduled with ARD in advance.
- 2) The Auburn Pickleball Club finances will operate through the "Friends of the Auburn Area Recreation and Park District" 501(c)(3)" organization. The Auburn Pickleball Club agrees that it will adhere to all "Friends" policies and procedures.
- 3) The Auburn Pickleball Club will have its own set of bylaws that provide instruction on how the Auburn Pickleball Club will operate.
- 4) All improvements to ARD facilities, other than routine maintenance, must be approved by ARD. Prior to beginning any project or phase of a project, funding must be in place. Routine maintenance shall be defined as clean up and repairs that do not alter the layout or features of an ARD facility.
- 5) The Auburn Pickleball Club agrees and understands that improvements may require permissions and permits from ARD and/or other governmental agencies. Proper time should be allotted to receive these permissions and permits.
- 6) Auburn Pickleball Club volunteers must follow ARD volunteer guidelines and rules.
- 7) ARD agrees that the Auburn Pickleball Club is not responsible for the conduct of members of the general public using the facilities during non-Auburn Pickleball Club usage.
- 8) ARD reserves the right to close facilities for any purposes deemed necessary.

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

- a. Providing accurate information on calendars and facility availability
- b. Providing accounting and financial services for the Auburn Pickleball Club through the "Friends of the Auburn Area Recreation and Park District" 501(c)(3)". These accounting services do not include building, tracking or promoting membership in the Auburn Pickleball Club.

Specifically, the Auburn Pickleball Club will be responsible for the following:

- a. Providing financial and/or in-kind assistance for organized recreational and competitive pickleball play by facilitating lessons, recreational and competitive play, and social events with the purpose of creating revenue to assist ARD in pickleball facilities use, upkeep and expansion.
- b. Building, tracking or promoting membership in the Auburn Pickleball Club.
- c. Creation, monitoring and maintenance of an Auburn Pickleball Club website.

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

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

Auburn Pickleball Club

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kahl Muscott, ARD District Administrator

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name, APC Chairperson



## **Auburn Pickleball Club**

The explosive growth of Pickleball has created an opportunity for ARD but they are not prepared to take on an organized club. An organized club brings an opportunity to grow the sport here in Auburn through social & competitive tournaments, lessons/clinics, and kids camps.

The club aims to enhance the Auburn Pickleball experience through social, educational, and competitive events all the while generating revenue for ARD to maintain and expand pickleball facilities in Auburn.

**MISSION:** Auburn Pickleball Club's mission is to provide organized recreational and competitive Pickleball play here in Auburn. Our club will achieve this by facilitating lessons, recreational and competitive play, and social events here in Auburn. All the while creating revenue to assist ARD in Pickleball facilities upkeep and expansion.

### **Pickleball Club Committee Responsibilities:**

Grow membership, organize and market all club events, manage relationships with pros and merchandise reps, create merchandise SWAG, obtain player waivers, and take some of the burdens of the ARD customer service team since our committee members will handle all pickleball-related questions and feedback.

#### **Pickleball Club Committee**

- Barbara Fralick Secretary/Friends of ARD liaison
- Pam- Ladder liaison
- Nina- Graphic design
- Brandy- Chairperson/ARD Liaison/Website/Social Media
- David- Fundraising

### **Membership Benefits:**

- Social Tournament
- DUPR Play Days
- Competitive Tournaments
- King/Queen of the Court Event
- Ladder - Women, Men, Co-ed Ladder
- Indoor Court Reservations
- Merchandise Demos
- Clinics/Lessons - Group and Private from our Teaching Pro John Hendrickson

**Revenue:***Membership*

Resident	\$100.00
Non-Resident	\$150.00
Founding Member Founding Member Non-Resident	\$250.00 Dues through 2023 and hat/t-shirt Limited to the first 100 members \$375.00
Lifetime Member Lifetime Member Non-Resident	\$1,000.00 \$1,500.00
Student/Teen	\$25.00
Business Sponsors / Signage Courts	Goal \$5000.00 per year
Drop-In for Non-Members Resident Non-Resident	\$5.00 \$10.00 QR Code offered on club courts

*Tournaments*

Social Tournament - Fees will pay for F&B and marketing needs	TBD Based on F&B etc
Competitive Tournament	Fee structure: Member entry. Non-member entry should be 50% surcharge
Annual Founders Invitational Tournament	TBD
Ladder Fees (every 10 weeks) Women's & Co-ed	\$10.00 per person Revenue: \$240.00 per ladder session \$720.00 Total for all 3 ladders
Fundraising Event (we raise \$ for PB facilities or projects and community needs)	Maybe we blend this with the Founders Invitational ?? Founders Invitational Fundraiser \$75

*Clinics/Lessons*

Club Skills Clinic	\$10.00 per member \$25.00 for non-member (Limited to 12 students)	
Private Lesson Rental Fees	\$40.00 per hour to Pro indoor only	
Indoor Pickleball Court Rental	\$0	

Ball Machine Rental	\$50/hr	
Teen Program		

<i>Merchandise</i>	Revenue	Cost	Profit
Caps/Visors	\$25.00	\$13.50	\$11.50
T-shirts	\$35.00	\$17.00	\$18.00
Paddle Covers	\$20.00	\$11.00	\$9.00
Waterbottles	\$10.00	\$7.00	\$3.00
Stickers	\$3.00	\$1.00	\$2.00
Replacement Paddle Bans	\$5.00	Unknown	TBD

#### Revenue Expectations

2023: Membership \_\_\_\_\_ Tournaments \_\_\_\_\_ Merchandise \_\_\_\_\_

2024: Membership \_\_\_\_\_ Tournaments \_\_\_\_\_ Merchandise \_\_\_\_\_

2025: Membership \_\_\_\_\_ Tournaments \_\_\_\_\_ Merchandise \_\_\_\_\_

#### Expenses:

	Hard Costs
Paddle Bands	\$400.00
Court Signage	\$1000.00
Wind Sock (2)	\$50.00
Dressing Up Club Area of Courts	
Marketing Needs	
Merchandise Samples	
Ball Machine & Balls (3 year warranty)	\$2100.00

Upgrades to outdoor courts. New nets, more shade and benches	\$5000 installed \$700+ (globalindustrial.com)
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Annual Expenses: SEE Breakdown Document

# Auburn Pickleball Club

## BYLAWS (Draft 8-8-23)

### Article I. Club Name

The name of the club is Auburn Pickleball Club (APC), hereafter referred to as the Club.

### Article II. Mission and Purpose of the Club

Auburn Pickleball Club's mission is to provide organized recreational and competitive pickleball play by facilitating lessons, recreational and competitive play, and social events with the purpose of creating revenue to assist the Auburn Recreation District (ARD) in pickleball facilities use, upkeep and expansion. All financial transactions will be through the nonprofit Friends of Auburn Recreation, Inc. 5012 {c}(3).

### Article III. Club Committee

- A. The Club Committee (Committee) shall be the governing body for the APC.
- B. The Club Committee will be composed of five members.
- C. Club Committee meetings will be called as necessary, by the chairperson or any three Committee members. Minutes shall be kept of all Club Committee meetings.
- D. This committee may establish other committees or positions to carry out the Club's mission and purpose. These positions shall be filled by nomination of the Chairperson and approval of the Club Committee.

### Article IV. Officer Positions

- A. The officers of this club shall be a Chairperson/ARD Liason and a Secretary, who shall be selected by a majority vote of the Club Committee.
- B. The Club Committee may also appoint a Treasurer, if determined one is needed. The Treasurer may be any person on or not on the Club Committee.
- C. Vacancies on the Club Committee shall be filled by a majority vote of the remaining Committee members.
- D. Officers will be elected for a one-year term by a majority vote of the Club Committee, at the beginning of each year.

### Article V. Officer and Club Committee Responsibilities & Duties

- A. The Chairperson is the principal Club officer and is responsible for chairing the Club meetings and leading Club activities, in accordance with these bylaws.
- B. The Secretary shall keep minutes of Club meetings, oversee and maintain electronic club membership records, and shall perform other duties assigned by the Chairperson or Club Committee.
- C. The Treasurer, if any, shall perform financial duties as assigned by the Chairperson or Club Committee, and as established in the Standing Rules.
- D. The Club Committee responsibilities shall include:
  - grow the Club membership and maintain membership records
  - organize and market all club events
  - manage relationships with pros and merchandise reps

- create merchandise SWAG
  - obtain player waivers
  - collaborate with ARD regarding pickleball related activities, revenue, and expenses.
  - handle all pickleball related questions and feedback from community.
- E. All expenses must be approved by the board prior to procurement.
- F. Chairperson will submit payment request/s to Veona monthly.
- G. No personal reimbursements will be allowed. If a committee member purchases something for the club, it will be deemed a personal donation.
- H. Monthly committee meetings will **normally** be held 2nd Monday of every month at 4pm, **unless otherwise scheduled by the Committee.**

## **Article VI. Membership**

- A. Membership is open to any member of the public.
- B. Membership fees and charges for Club activities and merchandise, shall be as determined by the Club Committee.
- C. Current 12 month membership fees are as follows
1. Resident- \$100.00
  2. Non-Resident - \$150.00
  3. Founding Member- \$250.00 (limited to the first 100 members)
  4. Founding Member Non-Resident - \$375.00
  5. Lifetime Member Donation - \$1,000.00
  6. Lifetime Member Donation Non-Resident- \$1,500.00
  7. Student/Teen - \$25.00

## **Article VII. Membership Meetings**

- A. The Club Committee may call a membership meeting, as deemed necessary. There shall be a minimum of 15 days' notice to all members, prior to holding a membership meeting. Minutes shall be kept of all membership meetings.
- B. The authority of the Membership Meeting shall be to advise the Club Committee and to remove a Club Committee member by a 2/3 vote.

## **Article VIII. Voting**

- A. At Club Committee meetings, each Club Committee member shall have one vote. No proxies are allowed.
- B. At a membership meeting, each Club individual member shall have one vote. No proxies are allowed.

## **Article IX. Rules of Order**

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Club in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Club may adopt. [[Robert's Rules of Order | Cheat Sheet for Nonprofits |](#)]

## **Article IX. Standing Rules**



The Club Committee shall establish standing rules, as needed to carry out the work of the Club, by a majority vote of the Committee. The standing rules shall be attached to the Bylaws.

#### **Article XVI. Changes to Bylaws**

A. The Bylaws may be amended at any meeting of the Club Committee by a two-thirds vote.

## **Robert's Rules Basics**

New board members should learn the basics of Robert's Rules as soon as they join a board. Board members will use the basic rules for making decisions at most meetings.

Here is a general outline of the essential elements of Robert's Rules:

- **Motion** – A member makes a motion to propose an action or make a decision by saying, "I move to...". Another member must second the motion by saying, "I second the motion." Once someone seconds the motion, the group votes on the motion. It passes by a majority vote or a quorum depending on the rules in the bylaws.
- **Amend a motion** – Members use this process to change a motion and can do so by stating, "I move to amend the motion on the floor." Again, this motion must be seconded and voted upon.
- **Commit** – Members use this type of motion to transfer a motion to a committee. As with other types of motions, it must be seconded and voted upon. Once it moves to a committee, the committee presents a report on the committed motion at the next meeting.
- **Question** – Members say, "I call the question" to end a debate or discussion. The motion must be seconded and voted upon without further discussion. A call for the question requires a two-thirds majority vote to pass. At this point, the members must immediately vote on the motion on the floor.
- **Adjourn** – This refers to moving to end the meeting. A member would say, "I move to adjourn," and another member would second the motion. If the majority then votes to adjourn, the meeting is over.

If anything out of the ordinary comes up, board members can look up the rules during the meeting. When you store a copy of Robert's Rules in your board management system, it is quickly and easily accessible if there is a question on proper meeting protocols.

<b>2023/2024 PROJECT ACTIVITY REPORT</b>		<b>UPDATED 08/17/23</b>		
<b>PROJECT</b>	<b>EST. COST</b>	<b>NOTES</b>	<b>EST. COMPLETED</b>	
<b>PINK COLORED SECTIONS INDICATE NEW ACTIVITY</b>				
<b>RECREATION PARK</b>				
Driveway Asphalt Repair/Valve Box & Modular Bldgs. Courtyard Repair (2022)	22,500.00	Project was completed on 4/10/23.		Spring 2023
Day Camp Modular Buildings ADA Parking Improvements	19,000.00	ADA Parking stalls have been added along with two patch areas to reduce tripping hazards and new red striping in the front of the Rec Center. A guardrail fence of some sort needs to be installed at the new ADA Parking stalls due to a steep dropoff created by leveling out the area. Safety cones will be kept in place until the barrier is erected.		Summer 2023
Maintenance Shop Fire	0.00	Preliminary building repair drawings have been received from the engineer (Degenkolb) that has been hired by the insurers/ATI. Staff and ATI met on-site with the City of Auburn Chief Building Official on 8-10-23 and to make a long story short, many additional improvements to the building will need to be done in order to get the structure in compliance with the Building Code. ADA improvements from parking to restrooms, heaters, insulation, fireproofing are some of the items that need to be addressed in addition to just repairing what was damaged in the fire. Apparently ARD has Code Compliance insurance and it will cover these improvements.		ONGOING
Rec Shop Floor Reinforcement Project (2020)	50,000.00	It is sounding like the Building Code improvements the shop requires due to the fire may address these issues.		TBD
Locker Room Floor	25,000.00	Locker Room Floor needs to be re-epoxied-more info to follow next month.		2023/2024
Sewerline at back restroom	30,000.00	More info to follow next month.		2023/2024



<b>2023/2024 PROJECT ACTIVITY REPORT</b>		<b>UPDATED 08/17/23</b>	
<b>PROJECT</b>	<b>EST. COST</b>	<b>NOTES</b>	<b>EST. COMPLETED</b>
		<b>PINK COLORED SECTIONS INDICATE NEW ACTIVITY</b>	
Pool Deck Joint Repairs	13,912.00	Project completed	2023/2024
Pool Emergency Exits	0.00	More info to follow next month.	2023/2024
Plumbing Infrastructure	15,000.00	More info to follow next month.	2023/2024
Splash Pool Repair Part 2	46,000.00	Splash pool repairs-more info to follow next month.	2023/2024
<b>MEADOW VISTA PARK</b>			
Pickleball Court Resurfacing	110,375.00	More info to follow next month.	2023/2024
PH Pool Fence Mowband	25,000.00	More info to follow next month.	2023/2024
Plumbing Infrastructure	15,000.00	More info to follow next month.	2023/2024
<b>ASHFORD PARK</b>			
Levee Repairs & Paving (2022)	65,500.00	The spillway vegetation and fencing/gate work have been completed however the vegetation removal may need to be re-done as it grew back so quickly. This will allow contractors access to the culvert and the ability to put together bids for the work.	Summer 2023

<b>2023/2024 PROJECT ACTIVITY REPORT</b>		<b>UPDATED 08/17/23</b>	
<b>PROJECT</b>	<b>EST. COST</b>	<b>NOTES</b>	<b>EST. COMPLETED</b>
Retaining Wall Investigation at Auburn Ravine parking area	10,000.00	<b>PINK COLORED SECTIONS INDICATE NEW ACTIVITY</b> Staff will be obtaining quotes from geotechnical engineers for this investigation.	Summer 2023
<b>OVERLOOK PARK</b>			
Two Interpretive Signs (2022)	10,000.00	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.	Summer 2023
<b>REGIONAL PARK &amp; MARRIOTT MEADOWS SITE</b>			
Marriot Meadows CD's and Park Construction Project (2021/22)	40,431.00	Staff is still waiting for 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. Staff is still waiting for comments & content from the UAIC to design 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. Staff has applied for a Clean California (Caltrans) Grant in the amount of \$700,000.00 to backfill the current budget shortfall on the project. Annexation of the parks restroom into the Placer County Sanitation District occurred on 6/13/23. Staff is optimistic that this will allow the review of the restrooms sanitary sewer design to proceed.	TBD
Re-Pave Park Drive and Parking Lot	80,000.00	More info to follow next month.	Fall 2023



<b>2023/2024 PROJECT ACTIVITY REPORT</b>		<b>UPDATED 08/17/23</b>	
<b>PROJECT</b>	<b>EST. COST</b>	<b>NOTES</b>	<b>EST. COMPLETED</b>
		<b>PINK COLORED SECTIONS INDICATE NEW ACTIVITY</b>	
Plumbing Infrastructure	2,000.00	More info to follow next month.	Fall 2023
New Vault Toilet	45,000.00	More info to follow next month.	Fall 2023
Pond Leak Investigation (2022)	0.00	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. Not budeted this fiscal year.	Summer 2023
Pickleball/Tennis Court Crack Repairs	97,725.00	Project work begins on Monday 8/21. Work sequence will be Regional tennis courts, pickleball courts then Meadow Vista Tennis court.	Summer 2023
<b>CVCC</b>			
Bike Park - Construction (2015/2016) Fountain, signage, traffic control	4,800.00	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/summer. The bike park builders and volunteers have repaired & replaced a large mound and extended the irrigation/watering line in the lower jump area.	ONGOING
<b>RAILHEAD PARK</b>			
Parking Lot Repair/Re-seal (2022)	60,000.00	Staff has obtained preliminary pricing from paving contractors for this work. This work will need to be pushed to next fiscal year.	Summer 2023
<b>WINCHESTER PARK</b>			

<b>2023/2024 PROJECT ACTIVITY REPORT</b>		<b>UPDATED 08/17/23</b>	
<b>PROJECT</b>	<b>EST. COST</b>	<b>NOTES</b>	<b>EST. COMPLETED</b>
<b>PINK COLORED SECTIONS INDICATE NEW ACTIVITY</b>			
Booster Pump & Filter Replacement (2022)	30,356.00	The new, correctly built pump has been delivered to Site One Landscape Supply. The contractor will pick it up and switch out the temporary one towards the end of July. Start date is undetermined as of this writing. Upon completion, the district will make payment to the contractor and invoice Rain Bird Corporation for the cost of the wrong pump change order work. Waiting for contractor schedule to open back up so they can come switch out the pump.	Spring/Summer 2023
<b>SCHOOL PARK PRESERVE PICKLEBALL COURTS</b>			
Three Pickleball Courts joint project with City of Auburn (2023)	60,000.00	Staff has just finished the bid documents and bids open 9/19/23.	Fall 2023
<b>MULTI-PARK ITEMS</b>			
Energy Efficient Upgrades (2021) Electrical and Plumbing scope additions	84,000.00	Final punchlist has been completed, unconditional release of all liens has been receive and retention payment has been made. Notice of Completion has been filed with Placer County for recordation. Minor electrical warranty work remains at James field. There has been recent issues with some field lights not coming on at James and Centrica has alerted the subcontractor (Qualite) of this and they are sending out thier electrical engineer to investigate. Date not know as of this writing. A partial bank of lights went out and didn't come back on last Friday. Response from the contractors has thus far been unacceptable.	Spring 2023
<b>Fiscal Year Projects Total:</b>		<b>961,599.00</b>	

## **Discussion Item #2: 2023/2024 Project List and CIP Review and Discussion**

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

### **The Issue**

A review of the current 2023/2024 Project List and CIP.

### **Background**

The ARD Board of Directors gave direction to staff to begin preliminary work and provide appropriate environmental analysis of the projects on the FY 23/24 Project List at the May 25, 2023 Board meeting.

As staff approaches the mid-year budget revision, scheduled to go before the Board in September or October, some discussion has occurred regarding some existing projects and changes in costs and some new projects that may need to be added to the list.

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

Review and discuss. An amended Project List and CIP will come back to the Committee and the Board in September and/or October.

The Committee should take special note of the projects that are shaded in blue. These projects are either new or have questions about funding.

### **Fiscal Impact**

N/A

### **Attachments**

FY 2023/2024 Project List and CIP – with proposed amendments noted

Existing 2023/2024 Project List and CIP



# Auburn Recreation District Five Year Project List

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

## 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	25,000								
Rec Mod courtyard repairs	12,991				12,991				25,000
Replace sewer line, back restroom	30,000								Done
Sierra Pool deck expansion joint repair	13,252								30,000
Rec Shop Floor Repairs									13,252
ADA parking at Mods	23,000			23,000					removed as insurance is doing this
Plumbing Infrastructure repairs	15,000								Done; was budgeted at \$15,000
Splash Pool repair part 2	46,000				35,038				was all reserve
Locks, gates, Emergency exit gates at Sierra Pool	6,000				6,000				
Maint. Shop fire (deductible)	10,000				10,000				
Beggs Scoreboard	15,000								15000 Equip Reserve
<i>City Hall/School Park Preserve</i>									
New pickleball courts (ARD portion)	65,000						65,000		
<i>Meadow Vista Items</i>									
PH Pool fence mow strip	25,000								
Plumbing infrastructure repairs	15,000				25,000				15,000
MV Irrigation pump VFD replacement									12,000 equipment reserve; came in less; remove
Pickleball/Tennis Court repairs	96,355				96,355				
<i>Winchester</i>									
Booster pump Install	29,918								28,918 equipment Reserve
<i>Regional Park</i>									
Tennis/pickleball courts surfaces	111,333				111,333				0
Marriott Meadows reserves	150,000				150,000				0
Marriott Meadows construction docs & related work	40,431							40,431.00	
New vault toilet, Dry Creek end	45,000					22,000			Remove from list??
Plumbing Infrastructure upgrades	20,000								23,000
Gym and locker room roof repair	18,000								20,000
<i>Ashford Park</i>									
Retaining wall investigation	10,000				10,000				
<i>Auburn Elementary</i>									
Modular Roof repair	11,000								
<i>Overlook Park</i>									
Interpretive Signage (2 x \$5K)	10,000				10,000				
Modular roof and siding repair (deductible)	7,500								
<i>Railhead Park</i>									
New pump and filter	80,000								80,000 equipment reserve
<i>Auburn Bike Park</i>									
Signage	4,800								
<b>TOTAL</b>	938,080	0	2,500	23,000	466,717	22,000	65,000	40,431	152,214
<b>Estimated Balance Remaining</b>				12,032	410,657	501,375	217,945	2,293,496	115,660

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

17,032 460,657 551,375 227,945 2,293,496 115,660

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
<i>Recreation Park</i>										
North (Front) Playground	120,000						120,000			
North Playground, Path of Travel	30,000						30,000			
Beggs staircase replacement (metal)	15,000				15,000					
Emergency exit on to Auburn Folsom Rd	15,000				15,000					
Picnic unit concrete apron	5,000									
EV chargers for equip., District vehicles	30,000									
Painting/mural maintenance shop building	3,000		3,000							
<i>Meadow Vista Park</i>										
Pond-island-renovation										
PH Pool locker room floor	15,000				15,000					
MV baseball field scoreboard	20,000								5000	
<i>Regional Park</i>										
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				
Pond-mucking										
Canal Repair	40,000				40,000					
Marriott Meadows reserves	150,000				150,000					
Pond leak investigation	40,000				40,000					
Breezeway Painting	40,000		20,000		20,000					
Shade structures at south-end picnic tables	50,000									
Kiosks/signage	10,000		10,000							
Repave Park Dr	80,000									
Gym floor replacement										80,000
EV chargers for equip., District vehicles										
<i>Ashford Park</i>										
Levee Repairs and paving to gargage	75,000	4,750			70,250					
<i>Various Parks</i>										
Drinking fountain replacement	35,000									35000
Barriers to prevent access to back areas										
<i>Overlook Park</i>										
<i>Railhead Park</i>										
Parking lot repair/reseal + curb repair	75,000				75,000					
<b>TOTAL</b>	<b>721,500</b>	<b>4,750</b>	<b>36,000</b>	<b>18,500</b>	<b>480,250</b>	<b>105,000</b>	<b>150,000</b>	<b>0</b>	<b>5,000</b>	<b>115,000</b>
<b>Estimated Balance Remaining</b>				<b>-1,468</b>	<b>-19,593</b>	<b>446,375</b>	<b>77,945</b>	<b>2,293,496</b>		<b>265,000</b>
										<b>660</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

## 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

17,032 30,407 496,375 87,945 2,293,496

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	Postponed	MM Deficit
<i>Regional Park</i>												
Walking pathway extension, Dry Creek	265,000											
Marriott Meadows Development	3,690,550					445,000		2,351,558	300,000		265,000	593,992
<i>Various Parks</i>												
Tree audit/survey	30,000				30,000							
<b>TOTAL</b>	3,985,550	0	0	0	30,000	445,000	0	2,351,558		0	265,000	
<b>Estimated Balance Remaining</b>				17,032	407	51,375	87,945	-58,062		0		

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

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

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

Note: Assumes \$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

## Project List

2023/2024

Estimated balance

PROJECT	Est. Cost	Spent from General Funds or Grants in Prior Year(s)	Gen. Fund	ADA	Reserve	City MIL	City MIL	Grants	COVID Relief Funds
<b>Recreation Park</b>									
Driveway valve box repair	2,500		2,500						
Locker room floor	25,000								
Rec Mod courtyard repairs	13,735				13,735				25,000
Replace sewer line back restroom	30,000								30,000
Sierra Pool deck expansion port repair	15,000								15,000
Painting/mural maintenance atop building	3,000		3,000						
Rec Shop Floor Repairs	50,000				50,000				
ADA parking at Moods	15,000			15,000					
Plumbing infrastructure repairs	15,000								
Splash Pool repair part 2	46,000				46,000				15,000
Locks, gates Emergency exit gates at Sierra Pool	6,000				6,000				
<b>City Hall/School Park Preserve</b>									
New pickleball courts (ARD portion)	65,000					65,000			
<b>Meadow Vista Items</b>									
PH Pool fence mow strip	25,000				25,000				
Plumbing infrastructure repairs	15,000								15,000
MV irrigation pump VFD replacement	12,000								
<b>Winchester</b>									
Booster pump install	29,918								
<b>Regional Park</b>									
Tennis/pickleball courts surfaces at Regional, MV	200,000				200,000				0
Marriott Meadows reserves	150,000				150,000				0
Marriott Meadows construction docs & related work	40,431						40,431.00		
New vault toilet, Dry Creek and	45,000					22,000			23,000
Repave Park Dr	80,000								80,000
Plumbing infrastructure upgrades	20,000								20,000
<b>Ashford Park</b>									
Leaves Repairs and paving to garbage	75,000	4,750			70,250				
Retaining wall investigation	10,000				10,000				
<b>Overlook Park</b>									
Interpretive Signage (2 x 55k)	10,000				10,000				
<b>Railhead Park</b>									
New pump and filter	80,000								
Purifying lot repair/maint - curb repair	75,000				75,000				
<b>Auburn Bike Park</b>									
Signage	4,800		4,800						
<b>TOTAL</b>	1,158,384	4,750	10,300	15,000	855,955	22,000	85,000	40,431	223,000
Estimated Balance Remaining				20,032	191,369	501,375	217,945	2,606,646	44,874

12,000 equipment reserve

28,918 equipment Reserve

80,000 equipment reserve

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: Placeholder to use approx. \$350,000

APPROVED

# 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
Recreation Park										
North (Front) Playground	120,000						120,000			
North Playground, Path of Travel	30,000						30,000			
Beggs staircase replacement (metal)	15,000				15,000					
Meadow Vista Park										
Pond-island renovation										
PH Pool locker room floor	15,000				15,000					
Regional Park										
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				
Pond-ruckling										
Canal Repair	40,000				40,000					
Marriott Meadows reserves	150,000				150,000					
Pond leak investigation	40,000				40,000					
Breezway Painting	40,000		20,000		20,000					
Shade structures at south-end picnic tables	50,000									
Kiosks/signage	10,000		10,000							
Gym floor replacement										
Various Parks										
Drinking fountain replacement	35,000									
TOTAL	546,500	0	33,000	18,500	320,000	105,000	150,000	0		35,000
Estimated Balance Remaining				6,532	-78,611	446,375	77,945	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

Approved  
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# 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

25,032 -28,611 496,375 87,945 2,606,646

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	Postponed	MM Deficit
<i>Regional Park</i>												
Walking pathway extension, Dry Creek	296,000											
Marriott Meadows Development	3,690,550					445,000		2,351,558	300,000			265,000
<i>Various Parks</i>												
Tree audit/survey	30,000				30,000							
TOTAL	3,985,550	0	0	0	30,000	445,000	0	2,351,558				265,000
Estimated Balance Remaining				25,032	-58,611	51,375	87,945	255,088				0

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

Approved  
Version