

**AUBURN AREA RECREATION AND PARK DISTRICT MEETING OF THE PROGRAM,
PERSONNEL, POLICY, FEE & LEGAL REVIEW COMMITTEE AGENDA**

WEDNESDAY, OCTOBER 21, 2026, 11:30 PM

**CANYON VIEW COMMUNITY CENTER, BOARD ROOM
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 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/87815061288>. The public can use this link and/or call 1 669 900 6833 Webinar ID: 878 1506 1288 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 at least 48 hours in advance to request an auxiliary aid or accommodation.

1.0 CALL TO ORDER

Ainsleigh _____ Holbrook _____

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 September 16, 2026 Program, Personnel, Policy, Fee & Legal Review Committee Meeting (Pages 3-4)

Recommendation: Review and approve minutes.

4.2 Approval of Legal Bills

We have one.

4.3 ARD Policy Amendment – Use of ARD Fields and Lights by User Groups (Pages 5-8)

Shall the Auburn Area Recreation and Park District (ARD) Board of Directors amend its policy on field and field light use by User Groups? Director Holbrook requested that this item be considered.

4.4 Shockley Property Future (Pages 9-11)

A review and discussion of the legal review of the Shockley Trust and ARD's options with the property moving forward.

4.5 District Policy proposed amendment – Requirements for Overtime (Pages 12-13)

Shall the Auburn Area Recreation and Park District (ARD) change its policy regarding how overtime is approved?

4.6 MOU Policy Review (Pages 14-25)

Shall the Auburn Area Recreation and Park District (ARD) review its policy on Memorandums of Understanding (MOU)? Director Holbrook requested that this item be reviewed.

Discussion items:

None.

5.0 ITEMS TO BE CONSIDERED AT FUTURE PROGRAM, PERSONNEL, POLICY & FEE COMMITTEE MEETINGS

None.

6.0 PENDING ITEMS REQUIRING MORE DETAILED RESEARCH

None.

ADJOURNMENT

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

Oct 16, 2026
Date

10:30 A.m
Time

Cortney Wagoner
Secretary to the Board

**Auburn Area Recreation and Park District
Minutes of the Program, Personnel, Policy, Fee & Legal
Review Committee Meeting
Wednesday, September 16, 2026 at 12:30 PM
Canyon View Community Center
471 Maidu Drive
Auburn, CA 95603**

1.0 CALL TO ORDER

The meeting of the Program, Personnel, Policy, Fee & Legal Review Committee was called to order at 12:31 PM.

ROLL CALL

Director Ainsleigh was present. Director Holbrook came in at 12:52 PM.

2.0 ANNOUNCEMENTS, AGENDA REVIEW, CHANGES AND APPROVAL

The agenda was approved by Director Ainsleigh as written.

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. After you are recognized by the Committee Chairperson, please state your name and address for the record (optional). There is a time limit of three minutes.

None.

4.0 BUSINESS

4.1 Approval of Minutes from the August 2026 Program, Personnel, Policy, Fee & Legal Review Committee Meeting

Director Ainsleigh reviewed and approved the minutes from the August 19, 2026, Program, Personnel, Policy, Fee & Legal Review Committee.

4.2 Approval of Legal Bills

None.

Discussion items:

Director Ainsleigh wanted to know how it was going with the Kurt Berlison, Meadow Vista Park Partners and Patrice Taylor, Meadow Vista Arboretum Project Coordinator. He mentioned that Mike Sheele had planted 3 Dogwood trees and that at first there was too much water, then not enough. He would like to speak with Mike about replacing the trees with more durable ones.

5.0 ITEMS TO BE CONSIDERED AT FUTURE PROGRAM, PERSONNEL, POLICY, FEE & LEGAL REVIEW COMMITTEE MEETINGS

None.

6.0 ITEMS PENDING ITEMS REQUIRING MORE DETAILED RESEARCH

None.

ADJOURNED

As there was no further business, the meeting was adjourned at 1:05 PM.

Cathy Warford
Board Secretary

Sept. 23, 2026
Date

4.3 Cover sheet – ARD Policy Amendment – Use of ARD Fields and Lights by User Groups

Auburn Recreation District Policy Committee meeting, October, 2026

The Issue

Shall the Auburn Area Recreation and Park District (ARD) Board of Directors amend its policy on field and field light use by User Groups? Director Holbrook requested that this item be considered.

Background

Following discussions at a recent ARD Board of Directors meeting, a request was made by Director Holbrook to review and possibly amend ARD policies on the use of ARD fields and field lights. Field light usage has been an issue in the past with certain User Groups as there have been instances of unscheduled use, lights being left on, and keys being passed around/copied.

Proposed changes to the policy, as well as a few clean-up items, are attached.

ARD staff also sought legal counsel review regarding information presented at the Board meeting, mainly about the legality of ARD policies regarding the use of fields and lights. ARD's legal counsel provided the following statement after review:

“The District has adopted reasonable use policies for authorizing use of its fields and recreational facilities. These do not involve any type of discriminatory conduct prohibited by the Fourteenth Amendment. They do not involve unlawful class-based distinctions and are supported by an ample legal basis.”

Recommendation for the Policy Committee

Review and provide a positive recommendation that the ARD Board of Directors approve the amendments to the ARD District policy about the use of fields and lights.

Fiscal Impact

N/A

Attachments

EXISTING ARD Policy on use of outdoor fields and facilities, with proposed changes highlighted

EXISTING ARD Policy on use of outdoor fields and facilities, with proposed changes **highlighted**

XXI. Use of Outdoor Fields and Facilities

A. Field use policies for private renters:

1. All renters must adhere to the Field Availability Policy.
2. The District reserves the right to cancel any event with or without advance notice. District functions take priority in all cases. Renter will schedule fields from the master schedule with the Customer Service Office.
3. Fields will be assigned on a first come, first served basis, except for historic/regular User Groups (ex. Little League use of baseball fields in the spring).
4. A renter may contract with the District to prepare fields for an event for additional fees, to be paid in full prior to field preparation. **This service is only provided if the District has available staffing to meet the request.**
5. Fields are expected to be left in the same condition that they were found in. A fee for additional maintenance work required by the District to bring the field(s) back to acceptable playing condition may be charged to the responsible party. Future reservations will not be permitted until this fee is paid. Deposits may be required.
6. The District reserves the right to deny any rental request for the use of fields. Complaints or problems related to a specific customer's use will be taken into consideration when a rental application is submitted for use of fields.
7. Rained out reservations may be rescheduled or fees refunded if requested the first working day after the rain out.
8. A strict **10:45pm** curfew will be enforced for all week night and weekend play, unless prior authorization is obtained by Special Permit.
9. No person or commercial enterprise may use a District park or facility for financial gain unless authorized by Special Permit or they are running a District sanctioned class or activity. Associated rental fees may be charged.

B. Field Use Policies for User Groups:

1. A User Group is defined as an organization that regularly rents fields or facilities from the District. Generally, all youth sports organizations are considered User Groups.
2. All User Groups must adhere to the field availability policy detailed in section C.

3. User Groups will prepare a schedule at least two months in advance and submit to the Customer Service/Marketing Manager.
4. A User Group may contact with the District to prepare fields for an event for additional fees, to be paid in full prior to field preparation.
5. The use of field lights is subject to the discretion of District staff based on historical relationships and performance. Approval of light access will typically be based on a minimum two (2) years of positive field use rentals. Violations of the agreed to terms of light use will result in a penalty of \$100/occurrence and the possible revocation of the privilege to use lights for that User Group.
1. The District reserves the right to deny any rental request for the use of fields. Complaints or problems related to a specific User Group will be taken into consideration when a rental application is submitted for use of fields.
2. Rained out reservations may be rescheduled or fees refunded if requested the first working day after the rain out.
3. A strict 10:45pm curfew will be enforced for all week night and weekend play, unless prior authorization is obtained by Special Permit.
4. No food or beverages may be sold at any field without a special use permit or contract, and must meet all state, county and local ordinances and regulations.
5. Parking is allowed only in designated areas.
6. No public-address systems or other amplification units will be allowed, unless first approved through a Special Permit. All such approvals must adhere to ARD Ordinance # 1 G.
7. No person shall willfully make or continue a loud, unnecessary, or unusual noise or indulge in riotous, boisterous, threatening, or indecent conduct, or abusive, threatening, profane or indecent language within a park in such a manner as to disturb the public peace or to materially disrupt the quiet enjoyment of reasonable persons of normal sensitivity who are lawfully present in the park or on nearby properties.
8. Renters will be required to compensate the District for any damage to fields or equipment that may occur during the renter's period of use.

C. Field Availability Policy:

The Auburn Area Recreation and Park District has established a three-level code system to indicate the availability of a field for use by a user group or renter.

The three codes are as follows:

RED – Signified that the field is not available for use. Any violation of this code will result in the user group or renter being financially responsible for damage

caused to the field. The user group will be responsible for payment of any rental fees for the use of the field and/or fines levied by ARD. The user group or renter assumes all liability for injuries that occur due to field conditions.

YELLOW – ARD cautions against use of the field. The field has not been prepared for use; however, the user group may use the field at its own discretion. The user group or renter assumes all liability for injuries that occur due to field conditions. The user group or renter is responsible for improving and preparing the field to acceptable standards for its own use. The user group or renter will be financially responsible for any damage to the field and rental fees associated with the field.

GREEN – The field is available for public or reserved use for their designated purpose.

The Auburn Area Recreation and Park District will update the “Rain-out-line” (530) 885-8461 Ext. 454 by 11:00 a.m. each day. ARD will make periodic updates throughout the day when applicable.

Signs with the field use policy displayed on them will be posted at all ARD fields.

D. Field Fees & Proceedings:

1. Fees: Refer to established Schedule of Fees as approved by Board of Directors.
2. Procedure:
 - a. Reservation of fields may be made up to 1 (one) year in advance.
 - b. Fields are available for single use rentals for a minimum rental time of two hours.

E. Facility & Field Rental Fees. All fees are payable in full at the time of the reservation. No permit will be issued to rent District facilities and/or fields until all outstanding bills are paid in full or payment arrangements are made with written approval of the District Administrator or designee.

For any season, User Groups must pay in advance according to their submitted reservation schedule for the entire season. Payment arrangements may be made with prior written approval of the District Administrator or designee to issue the permit for the season with an agreed upon payment schedule. In all cases, full payment must be made by the start of the User Group's season. If payment is not received by the due date, the District has the right to revoke the existing permit. In the event of potential revocation, a written notice will be sent to the contact person of record with the District. The District will charge a 1 ½ % per month late fee on all accounts receivable paid 30 days or more after the due date, assessed on a daily basis.

4.4 Cover sheet – Shockley Property Future

ARD A&D Committee meeting, September, 2026; Board of Directors meeting, September, 2026; Policy Committee meeting, October, 2026

The Issue

A review and discussion of the legal review of the Shockley Trust and ARD's options with the property moving forward.

Background

In May of 2007, ARD was notified of a donation of 28 acres +/- of land off of Shockley Rd. (nearest cross street is Auburn Ravine Rd.). This donation came from the William B. Shockley and Emmy L. Shockley Trust. With this donation came \$50,000 to be used to establish and maintain the gifted real property, for use as a park to be named the "Nobel Laureate William B. Shockley and his wife Emmy L. Shockley Memorial Park". The ARD Board of Directors accepted the property in March of 2009.

In September of 2009, the ARD Board of Directors, in response to news articles and concern from local, regional and national individuals and organizations, approved the following statement:

"As a point of clarification, the Auburn Area Recreation and Parks District (ARD) currently has no intention, either now or in the near future, of erecting any kind of signage or other physical identification naming the recently acquired 28 acres on Shockley Avenue. Also, the District currently has no intention of improving the property for public use in the near future. Questions regarding this subject should be directed to the District Administrator for ARD."

ARD has not made any improvements to the property since its donation. The \$50,000 that came with the donation has been completely spent in an effort to maintain the property, mainly for fuel load reduction. The existing trails on the property are currently used by the residents in the local neighborhood.

The property had fuel load reduction work completed in 2012 (CalFire + inmates) and 2018 (CalFire + CCC). ARD staff annually maintain a 100' fuel break against any houses.

The estimated cost to complete another fuel load reduction project is \$1,500 - \$2,000/acre (\$42,000 - \$56,000)*. Staff is working on trying to find grant funding to help pay for this.

*This estimate is based on information provided by the Placer County Resource Conservation District. It should be noted that this number is based on somewhat older bids, which could increase the cost per acre.

At the September, 2026 Board of Directors meeting, the ARD Board authorized staff to engage the services of ARD's legal counsel to review what options ARD had with the property, up to

and including dispossession. After review, ARD's legal counsel had the opinion that it is not likely that ARD could dispossess itself of the Shockley property. The Quitclaim Deed that transfers title to ARD is "pursuant to the terms of said Trust", meaning that ARD would need to abide by the terms of the Trust, which states that the property is to be used as a park for primarily passive use.

Recommendation for the Policy Committee

Review and provide direction. Forward to the Board for review and discussion. Options for the Shockley Property include, but are not limited to:

- 1) Continue to maintain the property as we have since receiving it.
- 2) Develop the property into a primarily passive park, as per the Trust requirements
- 3) Work with another agency that may want to accept the property. Any agency accepting the property would need to abide by the terms of the Trust.

Fiscal Impact

Depends on what option is chose moving forward.

Option #1 (above) will cost ARD between \$5,000 - \$100,000/year, depending on the level of maintenance being provided and available grant funding

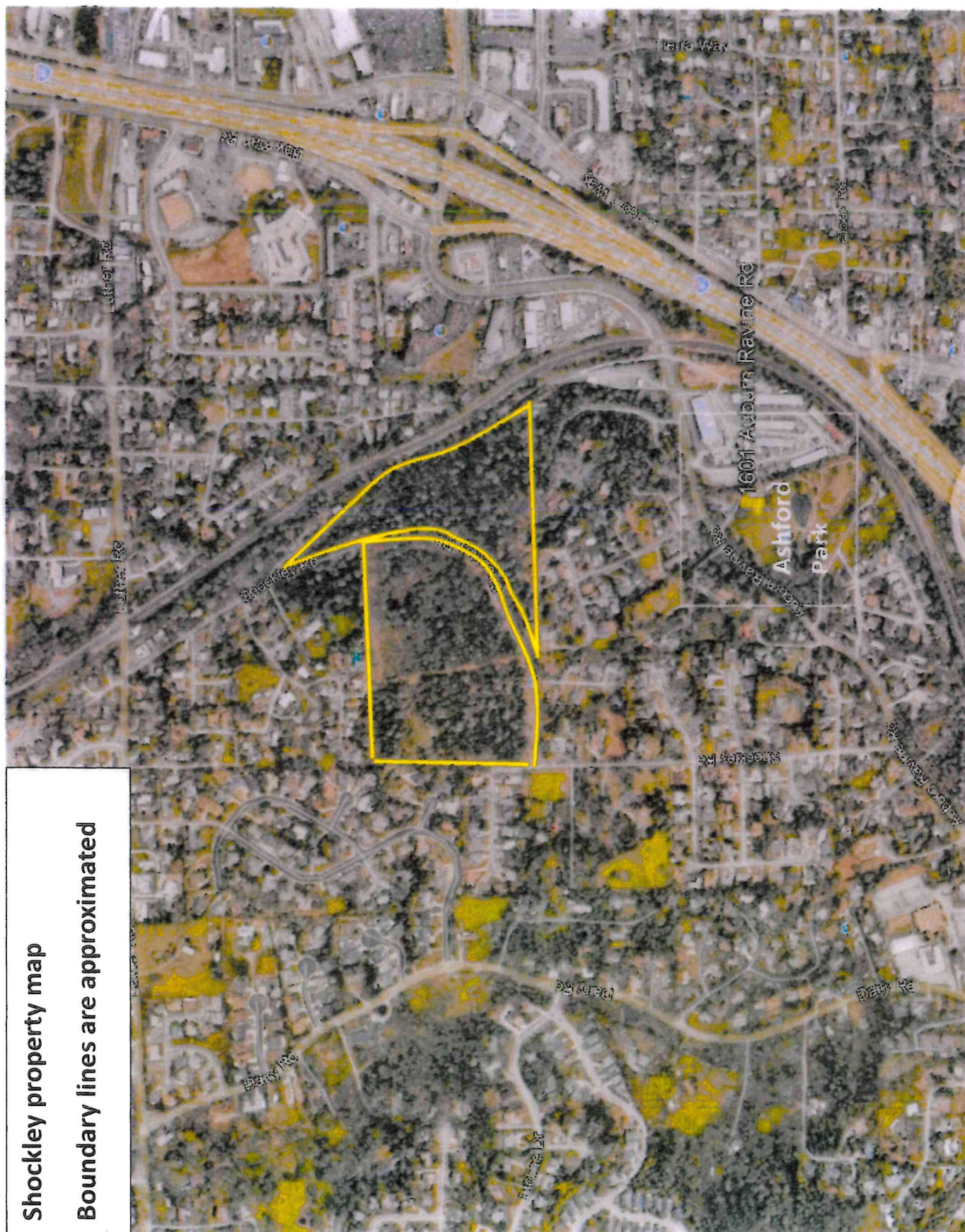
Option #2 would most likely be a significant cost, depending on the design and amenities that went in to the park.

Attachments

Shockley property map

Shockley property map

Boundary lines are approximated



4.5 Cover sheet – District Policy proposed amendment – Requirements for Overtime

Auburn Recreation District Policy Committee meeting October, 2026

The Issue

Shall the Auburn Area Recreation and Park District (ARD) change its policy regarding how overtime is approved?

Background

ARD has a policy regarding overtime for non-exempt (non-managerial) staff in the District Personnel Policy and Procedure Manual:

2.28. Overtime for Non-Exempt Employees

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

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

The existing agreement between ARD and the Local 39 Operating Engineers (union) states the following

5.18 Overtime

Employees may be required to work overtime as necessary. Overtime work requires prior authorization by the District Administrator or his/her designee. All overtime shall be recorded by the employee on his/her normal electronic timecard.

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

The language used in the Local 39 Agreement is in-line with ARD's current practice. **As such, staff is recommending that the District Personnel Policy and Procedure Manual match the language from the Local 39 Agreement.**

Recommendation for the Policy Committee

Review and send a positive recommendation to the Board to amend the overtime policy as proposed. Staff also recommend that this item be placed on the Consent Calendar.

Fiscal Impact

N/A

Attachments

None

4.6 Cover sheet – MOU Policy Review

**Auburn Area Recreation and Park District Policy Committee June, 2026; July, 2026;
Board of Directors meeting, July, 2026; October, 2026**

The Issue

Shall the Auburn Area Recreation and Park District (ARD) review its policy on Memorandums of Understanding (MOU)? Director Holbrook requested that this item be reviewed.

Background

ARD District Policy states the following (this includes changes that were made in July, 2026):

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 with more than a 30-day termination clause will be approved by the Board of Directors.

Agreements will not include any clause that requires ARD or the Friends of ARD 501 c3 to provide financial services, in any form.

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

ARD currently has MOUs/Agreements with the following organizations (date of most recent amendment in parenthesis):

The Meadow Vista Arboretum (2001 + 2012 development/maintenance)**
Ashley Memorial Dog Park (2007)
Western States Endurance Run for Overlook Park mod (2010)
Western States Trail Foundation for Overlook Park mod (2010)
Placer County Sheriff's Office (2011)
American Red Cross Shelter Agreement (2012)
The Auburn Trails Alliance re: Bike Park (2014)

The Meadow Vista Community Center (2016)
Meadow Vista Water Users Agreement (2023)
The City of Auburn (2023)

** These agreements involve ARD managing funds/finances

Note: the above list does not include lease agreements or the USBR Managing Partner Agreement.

Recommendation for the Policy Committee

Review and discuss

Fiscal Impact

N/A

Attachments

MV Arboretum MOU

➤ ARD's oldest and newest agreements

City of Auburn MOU

**MEMORANDUM OF AGREEMENT BETWEEN MEADOW VISTA MUNICIPAL
ADVISORY COUNCIL PRESERVATION ACTION COMMITTEE, ALSO KNOWN AS
THE MEADOW VISTA MAC PAC, & THE AUBURN AREA RECREATION AND
PARK DISTRICT, ALSO KNOWN AS ARD, FOR THE DEVELOPMENT AND
MAINTENANCE OF THE MEADOW VISTA ARBORETUM**

Whereas, ARD and the Meadow Vista MAC PAC are desirous of establishing an agreement for the development and maintenance of the Meadow Vista arboretum.

Whereas, ARD and the Meadow Vista MAC PAC have conferred on these matters and are now willing to enter into this Memorandum of Agreement.

ARD and the Meadow Vista MAC PAC hereby agree that:

The Auburn Area Recreation and Park District will be responsible for the following:

- ◆ Design, installation and maintenance of the irrigation system
- ◆ Water
- ◆ Mowing a minimum of twice a year
- ◆ Removing debris from the area
- ◆ Coordinating all types of herbicide and pesticide spraying
- ◆ Maintenance of mature trees
- ◆ Coordinating with out of district agencies (i.e.; PG&E, Placer County)

The Meadow Vista MAC PAC will be responsible for the following:

- ◆ A minimum of four community workdays per year
- ◆ Site preparation for new plants and trees
- ◆ Installation of new plants and trees
- ◆ Ongoing maintenance of new plants and trees

All work by the Meadow Vista MAC PAC will be coordinated with and approved by ARD's Facilities and Grounds Manager.

Safety

All participants are expected to follow all safety requirements and attend a safety orientation conducted by Auburn Area Recreation and Park District prior to conducting on site work.

This agreement depends on the common sense and responsibility of individual participants. Participants must realize they are working in a potentially hazardous environment and diligently follow all safety requirements. All participants are expected to attend the safety orientation conducted by Auburn Area Recreation and Park District prior to conducting on site work. The group's representative should review all safety requirements with the group at the start of each scheduled workday. Participants are expected to use the safety gear and should wear long pants and sturdy shoes or boots when conducting work. Participants hold ARD harmless for death, injury or property damage, which might have been prevented by the participant's action.

The term of this Memorandum of Agreement shall be one year, with an automatic renewal at the end of each year unless terminated or amended. This MOA may be terminated by either party by giving the other party 120 days' written notice. Notice must be delivered by certified U.S. mail to:

Alain Grenier, District Administrator
Auburn Area Recreation and Park District
123 Recreation Drive
Auburn, CA 95603-5472

Patrice Taylor,
Meadow Vista Arboretum Project Coordinator
3223 Sugar Ridge Road
Meadow Vista, CA 95722

This MOA may be amended at any time with concurrence of the parties.

Any correspondence to ARD can be directed to:

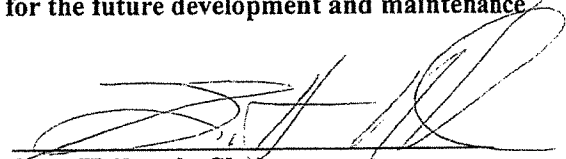
Alain Grenier, District Administrator
Auburn Area Recreation & Park District
123 Recreation Drive
Auburn, CA 95603-5472
Telephone number (530) 885-0611 x 10

Any correspondence to the Meadow Vista MAC PAC can be directed to:

Patrice Taylor,
Meadow Vista Arboretum Project Coordinator
3223 Sugar Ridge Road
Meadow Vista, CA 95722
Telephone number (530) 878-7236

Both agencies will continue their partnership for the future development and maintenance of the area.

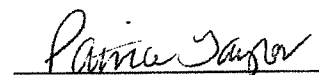
Dated: 9/10/01


Scott Holbrook, Chairman
ARD Board of Directors

Dated: 9/11/01


Alain Grenier, ARD District Administrator

Dated: 9/12/01


Patrice Taylor, Meadow Vista Arboretum
Project Coordinator
Meadow Vista MAC PAC

**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 August 28 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 90 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 (1/3rd) of the costs and both parties shall work together to collect the remaining one-third (1/3rd) 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 (1/3rd) 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

Sean Rabé
City Manager

9/13/23
Date

Attest:

Amy Lind
City Clerk

9/13/23
Date

City Attorney:

Mary B. Bell 9/25/2013
Gary Bell, City Attorney

Auburn Recreation District

Kahl Muscott
District Administrator

9/14/23
Date

City of Auburn



Sean Rabé
City Manager

9/13/23

Date

Attest:



Amy Lind
City Clerk

9/13/23

Date

City Attorney:

Gary Bell, City Attorney

Auburn Recreation District

Kahl Muscott
District Administrator

Date