

**PLEASANT VALLEY RECREATION & PARK DISTRICT  
CITY OF CAMARILLO, CITY HALL COUNCIL CHAMBERS  
601 CARMEN DR., CAMARILLO, CALIFORNIA**

**BOARD OF DIRECTORS  
REGULAR MEETING AGENDA  
May 2, 2018**

**6:00 P.M.**

**REGULAR MEETING**

**NEXT RESOLUTION #592**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. AMENDMENTS TO THE AGENDA** - This is the time and place to change the order of the agenda, delete, or add any agenda item(s) and to remove any consent agenda items for discussion.
- 5. PRESENTATIONS**
  - A. District Highlights**
  - B. Senior Volunteer Recognition**
  - C. Eagles Soccer Club**
- 6. PUBLIC COMMENT** - **In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public.** If you would like to speak about an item on the agenda, we would prefer you complete a Speaker Card, give it to the Clerk of the Board, and wait until it comes up. If you would like to make comments about other areas not on this agenda, in accordance with California law, we will listen, note them, and bring them back up at a later date for discussion. Speakers will be allowed three minutes to address the Board.
- 7. CONSENT AGENDA** – Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired, then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.
  - A. Minutes for Special Meeting of March 29, 2018 and Regular Meeting of April 4, 2018 and Special Meeting of April 4, 2018**  
Approval receives and files minutes.
  - B. Warrants, Accounts Payable & Payroll**  
Approval of District's disbursements dated on or before April 26, 2018.
  - C. Financial Report**  
Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for March 31, 2018.

**D. Lump Sum vs Monthly CalPERS Unfunded Liability Payment**

Approval authorizes staff to pay CalPERS an annual payment for fiscal year 2018-2019 for the District's unfunded liability.

**8. NEW ITEMS - DISCUSSION/ACTION**

**A. Consideration and Adoption of Resolution No. 591, Declaring Intention to Levy Assessments for FY 2018-2019, Preliminarily Approving Engineer's Report, and Providing for Notice of Hearing for the Park Maintenance and Recreation Improvement District for the Pleasant Valley Recreation and Park District**

Preliminary approval of the Engineer's Report and setting the hearing date for the improvement district's budget and assessment rate.

Suggested Actions: A MOTION to Adopt Resolution No. 591, accepting the Engineer's Report and schedule the public hearing on the assessments for June 6, 2018.

**B. Consideration and Approval of Bid Award for Tennis Court Resurfacing and Court Conversion at Bob Kildee Park**

Approval authorizes resurfacing of tennis courts, dedicated pickleball courts, a multi-use court and fence repair at Bob Kildee Park.

Suggested Action: A MOTION to Approve and authorize the General Manager to enter into agreement with Trueline Construction & Surfacing for the tennis court resurfacing and pickleball court conversion at Bob Kildee Park.

**C. Consideration of Potential Staffing and Operational Changes to the Skate Park**

Daily staffing of the skate park and hours of operation are being reconsidered.

Suggested Actions: Provide direction to staff regarding potential staffing and operational changes to the District skate park.

**9. INFORMATIONAL ITEMS, which do not require action, will be reported by members of the Board and staff:**

- A. Chairman Malloy
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees – Finance, Liaison, Personnel and Policy
- E. Foundation for Pleasant Valley Recreation and Parks
- F. General Manager's Report

**10. ORAL COMMUNICATIONS-** Informal items from Board Members or staff not requiring action.

**11. ADJOURNMENT**

**Notes:** The Board of Directors reserves the right to modify the order in which agenda items are heard. Written materials related to these agenda items are available for public inspection in the Office of the Clerk of the Board located at 1605 E. Burnley Street, Camarillo during regular business hours beginning the Friday preceding the Wednesday Board meeting.

**Announcement:** Public Comment: Members of the public may address the Board on any agenda item before or during consideration of the item. [Government Code section 54954.3] Should you need special assistance (i.e. a disability-related modification or accommodations) to participate in the Board meeting or other District activities (including receipt of an agenda in an appropriate alternative format), as outlined in the Americans With Disabilities Act, or require further information, please contact the General Manager at 482-1996, extension 114. Please notify the General Manager 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.

# Pleasant Valley Recreation & Park District

## Certificate of Recognition

presented to

**Mark Bradford**

### **The Outstanding Senior Volunteer Award**

Presented this 3rd day of May 2018.

The Board of Directors of the Pleasant Valley Recreation and Park District and the Pleasant Valley Senior Center staff would like to hereby commend Mark Bradford for his superior commitment and his devoted service as a volunteer dance instructor for the Pleasant Valley Senior Center.

\_\_\_\_\_  
Mark Malloy, Chair

\_\_\_\_\_  
Robert Kelley, Vice-Chair

\_\_\_\_\_  
Elaine L. Magner, Secretary

\_\_\_\_\_  
Mike Mishler, Director

\_\_\_\_\_  
Neal Dixon, Director



PLEASANT VALLEY RECREATION AND PARK DISTRICT
CO-SPONSORED GROUP
ANNUAL UPDATE

Group: Eagles Soccer Club

Date: 13-Apr-18

One representative from your organization must attend the following PVRPD Board Meeting on:
Wednesday, May 2 at 6pm at City of Camarillo Council Chambers

Table with 5 columns: OFFICERS, NAME, ADDRESS, DAY PHONE, CELL PHONE. Rows include President Kathleen Kelley, Registrar Pam Tracy, Treasurer Heather Liddell, and VicePresident Robert Drescher.

Number of participants last year: 600
Projected number of participants upcoming year: 650

Changes Organization has made from previous year: First season in the US Soccer Development Academy League and in the Development Players League. Contracted with a CPA to handle all of our financial stuff.

Comments for the PVRPD Board of Directors: We appreciate the opportunity to provide our community with a quality competitive soccer organization. Thank you for your service.

Primary Facility (ies) Used? Pleasant Valley Fields
What Time are Board Meetings Held? 7:15 PM 4th Tuesday of month
Where are Board Meetings Held? PV East Meeting Room
When are new Board Members Elected? March
When are new Board Members Installed? April

Pleasant Valley Recreation and Park District Liaison: Lanny Binney, Recreation Supervisor

Please complete and turn in to Lanny Binney by April 13, 2018

Lanny Binney
1605 E. Burnley Street, Camarillo, CA 93010
Phone: 482-1996 x 17
Fax: 805-482-3468

Form Completed by (print Kathleen Kelley Date 4/13/2018
Sign: Kathleen Kelley

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
COMMUNITY SERVICE GROUP - ANNUAL REVIEW  
FINANCIAL STATEMENT**

NAME OF ORGANIZATION     **Eagles Soccer Club**    

**Last Year's Financial Statement**

**From: May 2017-April 2018**

**Beginning Balance:** \$ 121,450.35  
*(Include all accounts, i.e. savings and CDs)*

**Revenue:**

Registration: \$ 1,141,381.91  
Tournaments: \$ 102,062.91  
Fundraisers/Scholarships: \$ 94,511.37  
Snack Bar: \$ 30,543.94  
Interest: \$ 228.47  
Parking: included in tournament  
Miscellaneous Income: \$ 1,000.00  
**Total Revenue** \$ 1,491,178.95

**Expenses:**

Admin Expense \$ 80,560.02  
Advertising \$ 562.00  
Equipment \$ 6,078.37  
Facility/Field Maint. - PVF \$ 15,491.78  
Insurance \$ 1,877.80  
Internet (web consultant) \$ 3,887.50  
League Entry Fees \$ 36,138.00  
Licensing/Membership \$ 12,585.00  
Maintenance (Valle Lindo) \$ 18,869.05  
Miscellaneous  
Paid Staff (trainers) \$ 816,632.60  
PV Field Contribution \$ 30,000.00  
Professional Services (refs) \$ 53,550.09  
Facility/Field Maint. - PVF included in tournament  
School District \$ -  
Snack Bar Resale \$ 25,297.38  
Supplies \$ -  
Tournament Exp (misc) \$ 65,551.00  
    Field Lining \$ 5,275.00  
    Trophies/Pins \$ 16,540.00  
    PortaPoties \$ 2,487.00  
    On Site Athletic Trainer \$ 2,520.00  
    Golf Cart Rental \$ 736.00  
Uniforms \$ -  
Contingency \$ -  
**Total Expense:** \$ 1,194,638.59

**Ending Balance:** \$ 293,844.14

*List Savings/CDs/Investments here:*

Savings Account \$ 78,000.00  
CD Account \_\_\_month \_\_\_\_\_  
CD Account \_\_\_month \_\_\_\_\_  
Investment Account \_\_\_\_\_  
Other Account \_\_\_\_\_  
Total Other Accounts \_\_\_\_\_  
  
Checking + Other \_\_\_\_\_

**Proposed Budget**

**From: May 2018-April 2019**

**Beginning Balance:** \$ 93,844.14  
*(Include all accounts, i.e. savings and CDs)*

**Revenue:**

Registration: \$ 1,150,000.00  
Tournaments: \$ 150,000.00  
Fundraisers/Scholarships: \$ 95,000.00  
Snack Bar: \$ 30,000.00  
Interest: \$ 400.00  
Parking: included in tournament  
Miscellaneous Income: \$ 1,000.00  
**Total Revenue** \$ 1,520,244.14

**Expenses:**

Admin Expense \$ 85,000.00  
Advertising \$ 2,000.00  
Equipment - Carts \$ 8,000.00  
Facility/Field Maint. - PVF \$ 15,500.00  
Insurance \$ 2,000.00  
Internet (online registration) \$ 4,000.00  
League Entry Fees \$ 40,000.00  
Licensing/Membership \$ 14,000.00  
Maintenance (Valle Lindo) \$ 25,000.00  
Miscellaneous  
Paid Staff (trainers) \$ 850,000.00  
PV Field Contribution \$ 30,000.00  
Professional Services (refs) \$ 55,000.00  
Rentals included in tournament  
School District \$ -  
Snack Bar Resale \$ 26,000.00  
Supplies \$ 200.00  
Tournament Exp \$ 90,000.00  
    Field Lining \$ 7,800.00  
    Trophies/Pins \$ 17,000.00  
    PortaPoties \$ 3,316.00  
    On Site Athletic Trainer \$ 3,360.00  
    Golf Cart Rental \$ 1,104.00  
Uniforms \$ -  
Contingency \$ -  
**Total Expense:** \$ 1,279,280.00

**Ending Balance:** \$ 270,544.14

*List Savings/CDs/Investments here:*

Savings Account \$ 278,000.00  
CD Account \_\_\_month \_\_\_\_\_  
CD Account \_\_\_month \_\_\_\_\_  
Investment Account \_\_\_\_\_  
Other Account \_\_\_\_\_  
Total Other Accounts \_\_\_\_\_  
  
Checking + Other \_\_\_\_\_

**Pleasant Valley Recreation and Park District  
Minutes of Special Meeting  
March 29, 2018**

**1. CALL TO ORDER**

**Call to Order**

The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District with the Camarillo City Council was called to order at 6:30 p.m. at City Council Chambers by Mayor Charlotte Craven and Chairman Mark Malloy.

**2. PLEDGE of ALLEGIANCE**

Director Mike Mishler led the pledge.

**3. ROLL CALL**

**Roll Call**

Ayes: Dixon, Mishler, Magner, Kelley, Chairman Malloy

Absent:

Also present: General Manager Mary Otten, Administrative Analyst Megan Hamlin, Customer Service Lead and Recording Board Secretary Karen Roberts, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Eric Storrie, Administrative Analyst Anthony Miller, Recreation Supervisor Jane Raab, Park Supervisor Nick Marienthal, Human Resource Specialist Kathryn Drewry, Park Ranger Jaimi Breckley, Mayor Charlotte Craven, City Councilmembers Tony Trembley, Mike Morgan, Jeanette McDonald and Vice Mayor Kevin Kildee; City Manager Dave Norman, Community Development Director Joe Vacca, City Clerk Jeffrie Madland, Sergeant Julie Novak, City Administrative Services Director Richard Petropulos, Matthew Lorimer, Bob Aaron, John Spohn, Jay Evans, Mary Jane Paxton, Jennifer McNulty, Stephanie Modern, Marty Lins, Renee Sherry and Kristine Teller.

**4. Pleasant Valley Recreation and Park District Senior and Community Recreation Center Facility Needs Assessment Study Final Presentation**

PVRPD General Manager Mary Otten provided background of the Needs Assessment Study which was jointly funded by PVRPD and the City and introduced Tom Diehl with Greenplay LLC and Nate Sebok with Mogavero Architects. Mr. Diehl presented a PowerPoint of the Needs Assessment Study results which provided an analysis of current recreational programs and facilities, solutions to meet the community demands based on the surveys, recommendations, conceptual floor plans and an operational budget. Plan 3 was recommended as it would address all of the facility elements needed to expand and meet the future population's needs. The recommended site for a 68,454 square foot floor plan would be at the current location at 1605 E. Burnley Street.

Discussion included cost per square foot, possibility of phasing, questions on the expense of renovating current facilities vs new building construction, high cost of plan 3 at \$53 million, need for a selected project champion for project efficiency, request for parking to be addressed, need for more input on Plan 2 which would meet the majority of the community needs with a square foot reduction of about 20% and a cost of about \$35 million; maintenance costs and recovery costs, request for gymnasium size, concern of a

project so large that may be hard to complete, focus on senior center and gymnasium needs, and refinement of costs.

## **5. OPEN COMMUNICATION/PUBLIC FORUM**

City Mayor Charlotte Craven opened up the meeting to public comments.

Matthew Lorimer stated that the study was too broad based and that the structural issues of the current senior center need to be addressed. Mr. Lorimer would like to see the senior center expanded to an "L" shape that would provide more room for a lower cost.

Bob Aaron requested that alternatives be considered to the high cost proposal. He stated that if the project was narrowed down to just the senior center, then the amount would be more reasonable.

Jay Evans thanked the City Councilmembers and the District Board for working together and moving forward on this project. Mr. Evans stated that needs should be prioritized and a more affordable solution found.

Kristine Teller stated that the conceptual drawing showed larger square footage for the gymnasium than for a senior center and was concerned that seniors would not access the gymnasium facilities. Ms. Teller would like to see a new senior center be approved.

John Spohn stated that Freedom Gym is used extensively by the seniors for table tennis, basketball, pickleball and badminton and there are no water fountains or air conditioning. The building belongs to the Oxnard High School District.

Mary Jane Paxton uses the current senior center and asked if the City would consider the developer who had proposed a new recreation center on Camarillo property a while back. City Manager Dave Norman stated that the developer may come back with a different project. Ms. Paxton said that they had included basketball courts in their proposal and that the developers would have some of the expense and not just the citizens.

Jennifer McNulty is a new resident of Camarillo and asked that therapeutic programming be addressed similar to offerings in Thousand Oaks for individuals with special needs. Ms. McNulty asked if other or larger sites were considered like Bob Kildee Park and stated concern for the neighborhood residents.

Stephanie Modern stated that the current facilities are not meeting the needs of the entire community and that the project needs to consider the many generations to come along with a better use of space.

Mayor Craven stated that the separate bodies of the District and the City each have governance over their separate properties. Ms. Craven reminded all that specifics would not be decided on at this time, but that the two agencies would need to have their own conversations as to how to proceed and cooperate to fulfill the needs of the population.



Marty Lins stated that the project should not lose focus and that what is needed is a new senior center.

Renee Sherry stated that she would like to see a separate senior center facility for seniors to gather. Currently she teaches art classes with the District and there is no room for supply storage or adequate equipment. Ms. Sherry stated that all the plans shown still did not give the seniors what they need.

The Board and City Councilmembers adjourned for a 10-minute break at 8:25 p.m.

Chairman Malloy asked for additional comments from the Council and Board. Tom Diehl stated that the project did look at other sites and Bob Kildee Park does not have much unused space. Also, regarding special needs programming, Mr. Diehl stated that the proposal would include facilities that would work for special needs, but that the study was not looking at specifics at this early step of the project.

Discussion from City Councilmembers included defining focus, design of proponents, financing options, and various entity roles; addressing significant needs, feasibility, phasing as a possibly more costly but practical option, large differential between Plans 2 and 3, expansion of the current senior center, the importance of a good working relationship, the additional cost of prevailing wages for public projects, the need to look at the entire study and not lose sight of the significance of the community's input and their needs; and a possible phase 1 which could include a senior center and a gymnasium.

Discussion from the Board members included the mention of neighboring city collaborations with their recreation and park districts in which the city and district costs are divided between building, staffing and program costs; the need for a list of current facilities and inventory; the absence of Plan 1 which could focus on the senior center and a gymnasium, appreciation of what the consultants provided, inclusion of "over 55" adult activities, need for active sports programs and facilities for all ages, limits of Freedom Gym, request for 2 gymnasiums and a focus on a new senior center, the savings in operating costs with a common location, need for the liaison committee to work with Greenplay on the plan options and additional information; and the betterment of the community and the future through the City and the District working together.

## **8. ADJOURNMENT**

Chairman Malloy and Mayor Craven adjourned the meeting at 9:33 p.m.

**Respectfully submitted,**

**Approval,**

**Karen Roberts**  
**Recording Secretary**

**Mark Malloy**  
**Chairman**

**Pleasant Valley Recreation and Park District  
Minutes of Regular Meeting  
April 4, 2018**

**1. CALL TO ORDER**

**Call to Order**

The regular meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 6:00 p.m. by Chairman Malloy.

**2. PLEDGE OF ALLEGIANCE**

Director Bob Kelley led the pledge.

**3. ROLL CALL**

**Roll Call**

Ayes: Dixon, Mishler, Magner, Kelley, Chairman Malloy

Absent:

ALSO PRESENT: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Eric Storrie, Administrative Analyst and Clerk of the Board Anthony Miller, Administrative Analyst Megan Hamlin, Customer Service Representative and Recording Board Secretary Karen Roberts, Recreation Supervisor Jane Raab, Park Supervisor Nick Marienthal, Rich Frank and Matthew Lorimer.

**4. AMENDMENTS TO THE AGENDA**

General Manager Mary Otten requested that Item 7.G. *Lump Sum vs Monthly CalPERS Unfunded Liability Payment* be pulled from the agenda and moved to the May board meeting.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve the agenda as amended.

**Motion to  
Approve Agenda  
as Amended**

Voting was as follows:

Ayes: Magner, Mishler, Dixon, Kelley, Chairman Malloy

Noes:

Absent:

Motion: Carried

**Carried**

**5. PRESENTATIONS**

**A. District Highlights**

Recreation Services Manager Eric Storrie presented the highlights of the District's April/May activities, programs, and special events. The Senior Center is offering an "Explore your City" presentation on April 10 and the semi-annual Rummage Sale on April 14. Also offered is the Spring Dance on April 17 and the 50+ EXPO on May 1. Open play activities are available at Freedom Gym for basketball, badminton, pickleball and table tennis. The Aquatic Center and the Recreation Department have summer camps coming up along with Camp Funtastic. Easter Eggstravaganza was a success with over 1500 participants having fun with egg hunts, games, and craft and food vendors. An upcoming special event at Camarillo Grove Park is the Kappa Sigma Color Run on April 8.

The District Spotlight focused on the picnic pavilions at Valle Lindo and Nancy Bush Parks. Valle Lindo Park on 889 Aileen Street offers 3 picnic shelters, a playground, an amphitheater and tennis courts. Nancy Bush Park on 1150 Bradford Avenue offers reservable picnic areas along with a playground and a DG walking path.

**6. PUBLIC COMMENT**

Chairman Malloy accepted one speaker card from Administrative Analyst and Clerk of the Board Anthony Miller. Matthew Lorimer stated he believes in term limits and that the community can attend the Saturday morning farmers market to sign a petition. Mr. Lorimer also stated that he believes in the senior center and the need to continue food assistance and improve the center which provides social interaction for seniors. The increased cost of living will keep the need for a functional senior center at the forefront and Mr. Lorimer would like to see the City make the senior center a priority.

**7. CONSENT AGENDA**

- A. Minutes for Regular Meeting March 7, 2018 and Special Meeting of March 12, 2018
- B. Warrants, Accounts Payable & Payroll thru March 15, 2018
- C. Financial Report
- D. Consideration and Approval of Resolution No. 588, Proclaiming May 2018 as Older American's Month
- E. Consideration and Approval of Resolution No. 589, Proclaiming April 2018 as Arbor Month
- F. Consideration and Approval of District Budget Transfer Policy
- G. Lump Sum vs Monthly CalPERS Unfunded Liability Payment

Chairman Malloy called for a motion. A motion was made by Director Mishler and seconded by Director Magner to approve the amended Consent Agenda minus Item 7.G.

Voting was as follows:

Ayes: Mishler, Magner, Dixon, Kelley, Chairman Malloy

Noes:

Absent:

Motion: Carried

**Motion to  
Approve  
Consent Agenda  
Minus Item 7.G.**

**Carried**

**8. NEW ITEMS – DISCUSSION/ACTION**

**A. Consideration and Adoption of Surplus District Property Disposal Policy**

Administrative Analyst Anthony Miller provided state government codes in reference to the best methods for handling the disposal of District property. Special districts are not required to maintain a disposal policy, but due to recent infrastructure upgrades, it has been determined that a policy would promote District uniformity.

Chairman Malloy called for a motion. A motion was made by Director Dixon and seconded by Director Mishler to adopt the Surplus District Property Disposal Policy.

Voting was as follows:

Ayes: Dixon, Mishler, Magner, Kelley, Chairman Malloy

Noes:

Absent:

Motion: Carried

**Motion to  
Approve Surplus  
Property Policy**

**Carried**

**B. Consideration and Approval of Bid Award for the Wood Replacement at Bob Kildee Park Pavilion**

Park Supervisor Nick Marienthal presented the options for wood replacement at the Bob Kildee Park Pavilion and the recommendation to go with Decan Construction Corp. Discussion included increase in pricing due to wood costs, the higher cost of reusing original hardware compared to new hardware of similar quality and specs, higher cost of fiber force, and the preference of 6” spacing vs 12” spacing for shade purposes.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dixon to approve and authorize the General Manager to enter into an agreement of \$52,689 with Dekan Construction Corp. for 6” spaced Douglas fir wood replacement at Bob Kildee Park Pavilion.

Voting was as follows:

Ayes: Magner, Dixon, Mishler, Kelley, Chairman Malloy

Noes:

Absent:

Motion: Carried

**Motion to  
Approve Contract  
With Dekan  
Construction for  
Bob Kildee Park  
Pavilion**

**Carried**

**C. Approval of Bid Specifications for the Parks Maintenance Yard Driveway**

Park Services Manager Bob Cerasuolo provided background and specifications for the replacement of 3,900 sq. ft. of concrete of the Parks Maintenance Driveway. Discussion included the removal of 1200 sq. ft. from the September 2017 proposal, the need to fix fence posts at the site, an alternate bid proposal for the extra area not included above or just north of the shop, question on concrete sealants, and the effect of the Thomas Fire and prevailing wages on costs.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve the bid specifications for the Parks Maintenance Yard Driveway project and direct staff to solicit proposals for the approved bid specifications.

Voting was as follows:

Ayes: Magner, Mishler, Dixon, Kelley, Chairman Malloy

Noes:

Absent:

Motion: Carried

**Motion to  
Approve Bid  
Specs for Parks  
Maintenance  
Yard Driveway**

**Carried**

D. Consideration and Approval to Nominate a Candidate for the CSDA Board of Directors Seat A

Administrative Analyst Megan Hamlin provided CSDA's call for nominations for Seat A of the Coastal Network of CSDA Board of Directors 2019-2021 term. Director Magner expressed interest in being re-elected for the 3-year position.

Chairman Malloy called for a motion. A motion was made by Director Mishler and seconded by Director Dixon to approve the nomination of Director Elaine Magner for the CSDA Board of Directors Coastal Network Seat A.

**Motion to  
Approve the  
Nomination of  
Director Magner  
For CSDA Seat A**

Voting was as follows:

Ayes: Mishler, Dixon, Magner, Kelley, Chairman Malloy

Noes:

Absent:

Motion: Carried

**Carried**

**9. INFORMATIONAL ITEMS**

- A. Chairman Malloy – Chairman Malloy reported on last week's presentation of the needs assessment study. Mr. Malloy stated that the RFP specified for three proposals with cost estimates to be provided, but only two were proposed. Staff will be working with the consultants to provide more realistic proposals that consider existing facilities. Mr. Malloy mentioned that the City Councilmembers are committed to seeing that the senior needs are met and facilities are upgraded.
- B. Ventura County Special District Association/California Special District Association – Director Mishler reported that VCSDA met on April 3 at the Conejo Recreation and Park District. The speaker topic was on property taxes, redevelopment agencies, successor agencies and the impacts on the various districts in the area. In Ventura County, over \$1.8 million dollars are paid by special districts to the cities for their redevelopment activities. CSDA – Director Magner stated that legislature is especially busy, pushing numerous bills and mentioned that General Manager Mary Otten is on a legislative working group.
- C. Santa Monica Mountains Conservancy – Director Mishler stated that SMMC met on March 26 and discussed Ventura County's implementation of owl/hawk boxes to replace poison for gopher/rodent control. Mr. Mishler also mentioned that Conejo Recreation and Park District has been working with the City of Thousand Oaks for the last 49 years on a 50/50 basis, maintaining the 15 thousand acres of open space around the city and they look forward to working with PVRPD in the future.
- D. Standing Committees – Finance – Director Malloy stated that revenue is on track and the new fund created separates Quimby Fees and allows for easier tracking and transparency. Liaison – Director Magner stated that they are working on a meeting date with City staff. Personnel – Director Magner reported that they have been looking at proposals and getting ready for budget workshops. Policy – Director Dixon stated that the surplus property policy was discussed and the skatepark policy and the community service groups discussions are coming up.
- E. Foundation for Pleasant Valley Recreation and Parks – Director Magner stated that the 4<sup>th</sup> Annual Party for the Parks at Camarillo Grove Park will be held on August 25.

- F. Fundraisers coming up are the April 24 fundraiser at Cronies from 8am to 9pm and a May 22 fundraiser at Toppers from 3:30pm to 9pm with both groups donating 20%.
- G. General Manager's Report – General Manager Mary Otten reported that the women's restroom in the Community Center auditorium is almost complete and that the men's will be completed after the 50+ EXPO in May. OUSD is looking at surplus property, one of which is the Freedom Park Gymnasium at 15 Stearman St. City Council is opposing the parolee fire training camp proposed for the Camarillo area which will be discussed at the April 10 meeting at the City Council chambers. Legislative updates include SB1912 regarding JPA disbanding and the extent of retirement cuts, SB1343 regarding sexual harassment training for employees and AB2790 – new employee orientation with unions asking for confidentiality.

#### **10. ORAL COMMUNICATIONS**

Director Dixon addressed the needs assessment presentation from last week with concern about the strong reaction to the potential price of the project. Dr. Dixon agreed that the project and proposals need to be reworked, but that the District should not settle for a minor project that will not be enough. A significant project similar to the library will be expensive and will need the support of more than just seniors but will serve a larger proportion of the community. Dr. Dixon stated that the District/City have an obligation to proceed with a new community center that serves the entire community. Director Kelley stated that board members were interviewed prior to the needs assessment survey and he asked how the project was able to become so misaligned from the original proposal. Mr. Kelley would like the project limited to one that can be completed and provide a benefit like the senior center. Director Magner stated that progress regarding the needs assessment study is moving forward with a better-defined vision. Ms. Magner reported that Easter Eggstravaganza was great and liked the idea of the vendors in the parking lot. Director Mishler would like to see the Liaison Committee come back to the full board with the project updates before the final report is presented.

#### **11. ADJOURNMENT**

Chairman Malloy adjourned the meeting at 7:20 p.m.

**Respectfully submitted,**

**Approval,**

**Karen Roberts  
Recording Secretary**

**Mark Malloy  
Chairman**

**Pleasant Valley Recreation and Park District  
Minutes of Special Meeting  
April 4, 2018**

**1. CALL TO ORDER**

**Call to Order**

The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 7:20 p.m. by Chairman Malloy.

**2. PLEDGE of ALLEGIANCE**

**3. ROLL CALL**

**Roll Call**

Ayes: Dixon, Mishler, Magner, Kelley, Chairman Malloy

Absent:

Also Present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Eric Storrie, Administrative Analyst and Clerk of the Board Anthony Miller, Customer Service Lead and Recording Board Secretary Karen Roberts, Administrative Analyst Megan Hamlin, Recreation Supervisor Jane Raab, Park Supervisor Nick Marienthal, Rich Frank and Matthew Lorimer.

**4. ADOPTION OF AGENDA**

Agenda accepted as presented.

**5. OPEN COMMUNICATION/PUBLIC FORUM**

No comments.

**6. NEW ITEMS-DISCUSSION/ACTION**

**A. Consideration and Adoption of Resolution No. 590, Nominating Director Mike Mishler for the Special District Representative Seat on the Countywide Oversight Board**

Administrative Analyst Anthony Miller provided information regarding the consolidation of all Redevelopment Agency Oversight Boards at the county level. Ventura County LAFCo is responsible for selecting the special district representative to sit on the new Oversight Board. As president of the Ventura County Special District Association, Director Mike Mishler has been appointed by LAFCo to serve on the Oversight Board in the interim. The effective date of the new Oversight Board is June 1, 2018. Discussion included Director Mishler's interest and research of the redevelopment and successor agencies, PVRPD's proactive stance on the subject and the diversion of approximately \$360,000 from the District's property tax income each year to fund redevelopment projects.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Kelley to adopt Resolution No. 590, nominating Director Mike Mishler for the special district member seat of the newly formed Countywide Oversight Board.

**Motion to  
Adopt Reso No.  
590, Nominate  
Director  
Mishler for  
Oversight  
Board**

Ayes: Magner, Kelley, Dixon, Mishler, Chairman Malloy  
Noes:  
Abstain:  
Absent:

**Carried**

Motion Carried

B. Consideration and Approval of Coalition Letter for Opposition of AB3037 Community Redevelopment Law of 2018

Administrative Analyst Anthony Miller presented a letter in opposition to Assembly Bill 3037 which would allow for the reestablishment of redevelopment agencies throughout California. Discussion included CSDA's current importance and impact in state government legislation, the need to support bills that will impact the District, bonds that still need to be paid off even though the old redevelopment agencies dissolved in 2011, the District's share of approximately \$360,000 per year toward these bond payments, and the need to stay on top of this issue because there will be big money pushing for the reestablishment of redevelopment agencies.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve the opposition letter for Assembly Bill 3037 Community Redevelopment Law of 2018.

**Motion to  
Approve Letter  
Opposing AB  
3037, Redev.  
Law**

Ayes: Magner, Mishler, Dixon, Kelley, Chairman Malloy  
Noes:  
Abstain:  
Absent:

**Carried**

Motion Carried

**7. ORAL COMMUNICATIONS**

None.

**8. ADJOURNMENT**

Chairman Malloy adjourned the meeting at 7:44 p.m.

**Respectfully submitted,**

**Approval,**

**Karen Roberts  
Recording Secretary**

**Mark Malloy  
Chairman**



**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
STAFF REPORT / AGENDA REPORT**

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Leonore Young, Administrative Services Manager**

**DATE: May 2, 2018**

**SUBJECT: FINANCE REPORT MARCH 2018**

**RECOMMENDATION**

It is recommended the Board review and approve the District's Financial Statements for March 31, 2018 for Fund 10, Fund 20 and Fund 30.

**ANALYSIS OF COMPARATIVE FINANCIAL THROUGH MARCH 31, 2018**

Attached you will find the District's Statements of Revenues and Expenditures for the period of July 1, 2017 through March 31, 2018 with a year-to-date comparison for the period of July 1, 2016 through March 31, 2017. The percentage rate used for the 2017-2018 fiscal year budget is 75% for Period 9 of the fiscal year.

**REVENUES**

Total revenue for the 9th month ending March 31, 2018 for Fund 10 (General Fund) has an overall increase of \$274,275 in comparison to fiscal year 2016-2017. Most of the increase is due to the following same items as last month: 1) ROPS Reimbursement (\$129,327), 2) Current Year Secured (\$106,202) and 3) Rental (\$35,520) having an increase over the same period as last year. These variances are due to the receipt of ROPS from California State University Channel Islands (CSUCI) and Secured Tax Apportionment which is up by 3.2% over the same period as last year and Rental income which has increased by 13% over the same period as last year.

Total revenue for the 9th month ending March 31, 2018 for Fund 20 (Assessment District) is at 56.7% of budget which is consistent as January and February 2018. The overall revenue budget is 18.3% below expected budget. The District will see an improvement in the Assessment District revenue once the April tax apportionment is received.

Fund 30 was created in February 2018 for transparency and for easier accounting of the Park Dedication Fee, also known as the Quimby Fee. By keeping the Quimby Fees in a separate fund, this will allow for the Board along with the citizens of Camarillo to see the balance the District has in Quimby Funds along with projects the fees have been spent on. The District has not received any Quimby Fees this fiscal year, therefore the only revenue the fund has earned is interest earnings on investments. The only activity Fund 30 has for March 2018 is Interest Earnings of \$9,965.

## **EXPENDITURES**

Personnel Expenditures have increased by \$168,105 for FY 2017-2018 in comparison to personnel expense for the same time last year. Most of the increase is due to: 1) CalPERS Unfunded Liability (\$93,809), 2) Part-Time Salaries (\$64,124) and 3) Worker Compensation (\$18,843). The variances in CalPERS Unfunded Liability is due to the District paying the unfunded liability in full in fiscal year 2017-2018, part-time salaries which are up in comparison to last year due to positions being filled and Workers Compensation which has increased due to positions being filled and workers compensation rates increasing.

Service and Supply Expenditures have increased \$390,802 in comparison to the same period as last year. This increase is primarily due to the following items: 1) COP Debt Service Payment PV Fields (\$184,806), 2) Water (\$106,686), 3) Legal Services (\$33,364) 4) Electrical (\$27,770) 5) RDA Collection Fee (\$24,078), and 6) Reserve Buckets (\$11,250). The Debt Service payment increase is due to moving a portion of the 2017 COP payment to the General Fund, as this expense has been paid out of the Assessment District fund in prior years; this variance will be a constant through the entire fiscal year. Water and electric have both seen an increase in comparison to the prior fiscal year. Legal Services are up due to increased litigation this fiscal year. The RDA Collection Fee has increased based on the amount the District receives in tax apportionment in December. Reserve Buckets are up in comparison to last year, as the District is putting more funds into the designated Reserve Buckets to meet the District's reserve policies.

Fund 20 is at 54.9% in Personnel and 68.1% in Service and Supplies. The Assessment District is staying within budget in all categories.

Fund 30 has no Personnel or Service and Supplies expenses as of March 31, 2018.

The Capital projects are at 65.1% of budget on capital improvement projects.

## **FISCAL IMPACT**

Overall the District is under the approved budget for Fund 10 by 14.4% and Fund 20 by 7.4%.

## **RECOMMENDATION**

It is recommended the Board review and approve the Financial Statements for March 31, 2018 for Fund 10, Fund 20 and Fund 30.

## **ATTACHMENTS**

- 1) Financial Statement of Revenues and Expenditures as of March 31, 2018 Fund 10  
(3 pages)
- 2) Financial Statement of Revenue and Expenditures as of March 31, 2018 Fund 20  
(1 page)
- 3) Financial Statement of Revenue and Expenditures as of March 31, 2018 Fund 30  
(1 page)

**General Ledger**  
**Statement of Revenues and Expenditures**  
**Fund 10 General Fund**  
**March 2018 75%**

Description	Account	Period Amount	One Year Prior	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Tax Apport - Cur Year Secured	5110	\$ -	\$ 3,168,418.70	\$ 3,274,620.96	\$ 6,126,646.00	\$ 2,852,025.04	53.45%
Tax Apport - Cur Year Unsec	5120	\$ -	\$ 132,002.25	\$ 104,473.45	\$ -	\$ (104,473.45)	0.00%
Tax Apport - Prior Year Sec	5130	\$ -	\$ 61,143.80	\$ 37,380.77	\$ -	\$ (37,380.77)	0.00%
Tax Apport - Prior Year Unsec	5140	\$ (3.32)	\$ 5,910.95	\$ 4,556.00	\$ -	\$ (4,556.00)	0.00%
Tax Deeded Sales	5150	\$ -	\$ -	\$ 45.52	\$ -	\$ (45.52)	0.00%
Cur Supplemental Pass Thru	5210	\$ 19,643.50	\$ 30,110.70	\$ 61,419.51	\$ -	\$ (61,419.51)	0.00%
HOPTR	5230	\$ -	\$ 23,043.62	\$ 23,304.76	\$ -	\$ (23,304.76)	0.00%
HOPTR - Prior Year	5231	\$ -	\$ -	\$ 15,982.52	\$ -	\$ (15,982.52)	0.00%
Supplemental Assessment Roll	5240	\$ -	\$ 200.83	\$ 140.99	\$ -	\$ (140.99)	0.00%
Interest Earnings	5310	\$ 7,042.50	\$ 15,152.31	\$ 8,807.54	\$ 18,690.00	\$ 9,882.46	47.12%
MBS Interest Earnings	5320	\$ -	\$ 17,054.20	\$ 533.67	\$ -	\$ (533.67)	0.00%
Dividends - CAPRI Prior Years	5460	\$ -	\$ 10,594.50	\$ -	\$ -	\$ -	0.00%
Park Patrol Citations	5506	\$ 520.46	\$ 3,077.72	\$ 2,528.02	\$ 3,025.00	\$ 496.98	83.57%
Plan Check Fee	5507	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	0.00%
Contract Classes-Public Fees	5510	\$ 24,046.28	\$ 398,713.41	\$ 182,170.68	\$ 235,111.00	\$ 52,940.32	77.48%
Public Fees	5511	\$ 23,776.95	\$ -	\$ 213,964.46	\$ 403,610.00	\$ 189,645.54	53.01%
Swim Passes	5513-5529	\$ 6,467.47	\$ 40,527.51	\$ 41,062.75	\$ 65,445.00	\$ 24,382.25	62.74%
Rental	5530	\$ 38,617.53	\$ 267,627.40	\$ 303,146.54	\$ 347,727.00	\$ 44,580.46	87.18%
Cell Tower Revenue	5535	\$ 4,458.90	\$ 57,487.91	\$ 60,414.53	\$ 82,272.00	\$ 21,857.47	73.43%
Annual Passes	5536	\$ 247.00	\$ 1,557.30	\$ 5,504.25	\$ -	\$ (5,504.25)	0.00%
Parking Fees	5540	\$ 1,946.00	\$ 10,808.50	\$ 12,313.40	\$ 12,024.00	\$ (289.40)	102.41%
Indemnity Revenue	5545	\$ -	\$ -	\$ 11,570.75	\$ -	\$ (11,570.75)	0.00%
Dues	5550	\$ 224.00	\$ 1,086.00	\$ 1,508.00	\$ 2,208.00	\$ 700.00	68.30%
Activity Guide Revenue	5555	\$ 904.50	\$ 9,990.00	\$ 9,934.50	\$ 8,800.00	\$ (1,134.50)	112.89%
Staffing Cost Recovery	5563	\$ 618.00	\$ -	\$ 618.00	\$ -	\$ (618.00)	0.00%
Special Event Permits	5564	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ (300.00)	0.00%
Gain/(Loss) LAIF Investments	5565	\$ -	\$ (1,703.98)	\$ -	\$ -	\$ -	0.00%
Donations	5570	\$ 186.50	\$ 93,228.00	\$ 83,317.95	\$ 80,620.00	\$ (2,697.95)	103.35%
Grant - HCF	5573	\$ -	\$ 37.75	\$ -	\$ -	\$ -	0.00%
Other/Purchase Discount Taken	5575	\$ 4,886.05	\$ 54,708.08	\$ 47,691.56	\$ 53,133.00	\$ 5,441.44	89.76%
Cash Over/Under	5580	\$ 5.00	\$ 35.00	\$ 80.00	\$ -	\$ (80.00)	0.00%
Incentive Income	5585	\$ 16.01	\$ 1,513.81	\$ 7,452.70	\$ 3,340.00	\$ (4,112.70)	223.13%
Reimbursement - ROPS	5600	\$ 212.00	\$ 165,408.89	\$ 294,735.81	\$ 290,000.00	\$ (4,735.81)	101.63%
Reimb - Needs Assessment	5605	\$ 6,831.25	\$ -	\$ 32,431.00	\$ -	\$ (32,431.00)	0.00%
<b>Revenue</b>		<b>\$ 140,946.58</b>	<b>\$ 4,567,735.16</b>	<b>\$ 4,842,010.59</b>	<b>\$ 7,732,751.00</b>	<b>\$ 2,890,740.41</b>	<b>62.62%</b>
<b>YTD Comparison</b>				<b>\$ 274,275.43</b>			
<b>Expense</b>							
Full Time Salaries	6100	\$ 163,717.85	\$ 1,515,086.05	\$ 1,502,744.89	\$ 2,244,711.00	\$ 741,966.11	66.95%
Overtime Salaries	6101	\$ 2,954.42	\$ 8,655.31	\$ 13,767.70	\$ 32,225.00	\$ 18,457.30	42.72%
Car Allowance	6105	\$ 832.88	\$ 6,192.88	\$ 7,726.29	\$ 10,800.00	\$ 3,073.71	71.54%
Cell Phone Allowance	6108	\$ 1,106.43	\$ 9,989.97	\$ 12,610.84	\$ 17,550.00	\$ 4,939.16	71.86%
Part-Time Salaries	6110	\$ 41,490.24	\$ 361,701.24	\$ 425,825.00	\$ 707,997.00	\$ 282,172.00	60.15%
Retirement	6120	\$ 27,659.82	\$ 247,274.17	\$ 248,578.52	\$ 400,037.00	\$ 151,458.48	62.14%
457 Pension	6121	\$ 135.22	\$ 7,041.62	\$ 7,041.62	\$ 7,945.00	\$ 903.38	88.63%
Employee Insurance	6130	\$ 18,481.64	\$ 164,273.75	\$ 155,295.72	\$ 309,067.00	\$ 153,771.28	50.25%
Workers Compensation	6140	\$ 11,528.50	\$ 85,209.26	\$ 104,052.32	\$ 145,957.00	\$ 41,904.68	71.29%
Unemployment Insurance	6150	\$ -	\$ 3,348.33	\$ -	\$ 9,000.00	\$ 9,000.00	0.00%
Loan - Pension Obligation	6160	\$ 19,836.92	\$ 173,106.00	\$ 178,532.25	\$ 238,043.00	\$ 59,510.75	75.00%
OPEB Expense	6161	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	0.00%
PERS Unfunded Liability	6170	\$ -	\$ 151,385.94	\$ 245,195.00	\$ 245,195.00	\$ -	100.00%
<b>Personnel</b>		<b>\$ 287,743.92</b>	<b>\$ 2,733,264.52</b>	<b>\$ 2,901,370.15</b>	<b>\$ 4,373,527.00</b>	<b>\$ 1,472,156.85</b>	<b>66.34%</b>
<b>YTD Comparison</b>				<b>\$ 168,105.63</b>			
<b>Services and Supplies</b>							
Telephone	6210	\$ 997.64	\$ 8,770.15	\$ 7,652.88	\$ 11,556.00	\$ 3,903.12	66.22%
Internet Services	6220	\$ 3,014.90	\$ 19,759.99	\$ 18,070.61	\$ 33,882.00	\$ 15,811.39	53.33%
Pool Chemicals	6310	\$ -	\$ 7,440.20	\$ 4,063.52	\$ 12,000.00	\$ 7,936.48	33.86%
Janitorial Supplies	6320	\$ 1,345.30	\$ 36,462.01	\$ 37,654.09	\$ 48,325.00	\$ 10,670.91	77.92%
Kitchen Supplies	6330	\$ -	\$ 404.09	\$ 420.97	\$ 1,510.00	\$ 1,089.03	27.88%
Food Supplies	6340	\$ -	\$ 3,967.15	\$ 3,131.32	\$ 7,811.00	\$ 4,679.68	40.09%
Water Maint & Service	6350	\$ 77.25	\$ 823.70	\$ 516.70	\$ 1,380.00	\$ 863.30	37.44%
Laundry/Wash Service	6360	\$ -	\$ -	\$ 40.00	\$ 680.00	\$ 640.00	5.88%
Insurance Liability	6410	\$ (1,134.97)	\$ 87,921.00	\$ 97,158.00	\$ 100,434.00	\$ 3,276.00	96.74%
Fuel	6510	\$ 2,769.73	\$ 23,220.86	\$ 25,005.31	\$ 41,000.00	\$ 15,994.69	60.99%

**General Ledger**  
**Statement of Revenues and Expenditures**  
**Fund 10 General Fund**  
**March 2018 75%**

Description	Account	Period Amount	One Year Prior	Year to Date	Budget	Budget Remaining	% of Budget Used
Vehicle Maintenance	6520	\$ 244.02	\$ 21,645.72	\$ 24,154.06	\$ 34,200.00	\$ 10,045.94	70.63%
Office Equipment Maintenance	6530	\$ -	\$ 160.59	\$ 400.00	\$ 900.00	\$ 500.00	44.44%
Computer Equip Maintenance	6540	\$ -	\$ 106.18	\$ 1,625.06	\$ 2,800.00	\$ 1,174.94	58.04%
Building Maintenance	6600	\$ -	\$ 66.98	\$ -	\$ -	\$ -	0.00%
Building Repair	6610	\$ 4,574.53	\$ 60,781.30	\$ 35,487.16	\$ 78,315.00	\$ 42,827.84	45.31%
Bldg Equip Maint/Repair	6620	\$ -	\$ 11,993.89	\$ 22,916.27	\$ 35,700.00	\$ 12,783.73	64.19%
Improvements/Maintenance	6630	\$ 9,057.85	\$ 16,794.05	\$ 27,984.90	\$ 40,200.00	\$ 12,215.10	69.61%
Incidental Costs - Assess	6709	\$ -	\$ -	\$ 3,000.00	\$ -	\$ (3,000.00)	0.00%
Grounds Maintenance	6710	\$ 2,795.13	\$ 63,140.55	\$ 52,539.27	\$ 88,980.00	\$ 36,440.73	59.05%
Tree Care - Assess	6719	\$ -	\$ -	\$ 225.00	\$ 11,000.00	\$ 10,775.00	2.05%
Contracted LS Services	6720	\$ -	\$ 1,440.00	\$ 650.94	\$ -	\$ (650.94)	0.00%
Park Amenities - Assess	6722	\$ (677.88)	\$ -	\$ 974.87	\$ -	\$ (974.87)	0.00%
Park Signage (Branding)	6725	\$ -	\$ 5,866.64	\$ 304.00	\$ 24,000.00	\$ 23,696.00	1.27%
Contracted Pest Control	6730	\$ 250.00	\$ 765.00	\$ 675.00	\$ 2,000.00	\$ 1,325.00	33.75%
Rubbish & Refuse	6740	\$ 4,889.85	\$ 37,866.98	\$ 47,975.76	\$ 56,800.00	\$ 8,824.24	84.46%
Vandalism/Theft	6750	\$ 75.26	\$ 101.80	\$ 453.77	\$ 2,000.00	\$ 1,546.23	22.69%
Memberships	6810	\$ -	\$ 13,395.93	\$ 12,283.18	\$ 14,310.00	\$ 2,026.82	85.84%
Office Expense	6900	\$ -	\$ -	\$ 14.99	\$ 100.00	\$ 85.01	14.99%
Office Supplies	6910	\$ 1,396.50	\$ 10,194.12	\$ 15,692.51	\$ 23,314.00	\$ 7,621.49	67.31%
Postage Expense	6920	\$ 124.27	\$ 17,419.52	\$ 17,628.48	\$ 27,100.00	\$ 9,471.52	65.05%
Advertising Expense	6930	\$ 516.00	\$ 9,329.92	\$ 7,178.60	\$ 15,592.00	\$ 8,413.40	46.04%
Printing Charges	6940	\$ 1,441.98	\$ 6,909.84	\$ 7,854.38	\$ 19,543.00	\$ 11,688.62	40.19%
Bank & ActiveNet Charges	6950	\$ 4,141.87	\$ 35,209.19	\$ 35,840.57	\$ 45,990.00	\$ 10,149.43	77.93%
Approp Redev/Collection Fees	6960	\$ -	\$ 162,953.47	\$ 187,031.42	\$ 374,070.00	\$ 187,038.58	50.00%
Minor Furn Fixture & Equip	6980	\$ 258.44	\$ 1,593.85	\$ 1,033.76	\$ 1,683.00	\$ 649.24	61.42%
Comp Hardware/Software Exp	6990	\$ -	\$ 3,091.62	\$ 6,360.63	\$ 13,564.00	\$ 7,203.37	46.89%
Fingerprint Fees (HR)	7010	\$ 44.00	\$ 704.00	\$ 823.00	\$ 2,440.00	\$ 1,617.00	33.73%
Fire & Safety Insp Fees	7020	\$ -	\$ 956.05	\$ 1,990.10	\$ 3,140.00	\$ 1,149.90	63.38%
Permit & Licensing Fees	7030	\$ -	\$ 2,721.34	\$ 6,276.29	\$ 4,400.00	\$ (1,876.29)	142.64%
State License Fee	7040	\$ -	\$ -	\$ 341.25	\$ -	\$ (341.25)	0.00%
Professional Services	7100	\$ -	\$ 400.00	\$ 400.00	\$ 500.00	\$ 100.00	80.00%
Legal Services	7110	\$ 9,595.83	\$ 17,800.85	\$ 35,434.87	\$ 69,150.00	\$ 33,715.13	51.24%
Typeset and Print Services	7115	\$ 2,200.00	\$ 35,671.67	\$ 26,495.77	\$ 50,147.00	\$ 23,651.23	52.84%
Instructor Services	7120	\$ 13,837.45	\$ 123,250.35	\$ 122,343.37	\$ 169,925.00	\$ 47,581.63	72.00%
PERS Admin Fees	7125	\$ -	\$ 1,013.53	\$ 1,036.92	\$ 1,550.00	\$ 513.08	66.90%
Audit Services	7130	\$ -	\$ 12,240.00	\$ 8,800.00	\$ 22,260.00	\$ 13,460.00	39.53%
Medical & Health Svcs (HR)	7140	\$ 75.00	\$ 1,025.00	\$ 1,475.00	\$ 5,500.00	\$ 4,025.00	26.82%
Security Services	7150	\$ 125.00	\$ 4,037.52	\$ 5,728.59	\$ 3,600.00	\$ (2,128.59)	159.13%
Entertainment Services	7160	\$ 175.00	\$ 1,087.09	\$ 912.53	\$ 3,450.00	\$ 2,537.47	26.45%
Business Services	7180	\$ 1,493.08	\$ 39,366.10	\$ 56,880.78	\$ 63,175.00	\$ 6,294.22	90.04%
Umpire/Referee Services	7190	\$ -	\$ 1,420.00	\$ 860.00	\$ 1,640.00	\$ 780.00	52.44%
Subscriptions	7210	\$ 35.00	\$ 1,344.51	\$ 1,545.40	\$ 4,322.00	\$ 2,776.60	35.76%
Rents and Leases	7300	\$ -	\$ -	\$ (2,413.28)	\$ -	\$ 2,413.28	0.00%
Rents & Leases - Equip	7310	\$ 1,759.16	\$ 14,200.67	\$ 14,130.94	\$ 25,110.00	\$ 10,979.06	56.28%
Bldg/Field Leases & Rental	7320	\$ -	\$ 40.00	\$ 15.00	\$ 11,466.00	\$ 11,451.00	0.13%
Event Supplies	7410	\$ 4.99	\$ 1,459.44	\$ 868.68	\$ 2,310.00	\$ 1,441.32	37.61%
Supplies	7420	\$ -	\$ 3,425.36	\$ 4,486.46	\$ 7,175.00	\$ 2,688.54	62.53%
Bingo Supplies	7430	\$ 560.11	\$ 5,718.71	\$ 5,651.95	\$ 7,500.00	\$ 1,848.05	75.36%
Sporting Goods	7440	\$ -	\$ 7,034.08	\$ 5,643.31	\$ 8,085.00	\$ 2,441.69	69.80%
Arts and Craft Supplies	7450	\$ -	\$ 1,964.61	\$ 1,751.30	\$ 4,820.00	\$ 3,068.70	36.33%
Training Supplies	7460	\$ -	\$ 499.00	\$ 668.00	\$ 3,095.00	\$ 2,427.00	21.58%
Camp Supplies	7470	\$ -	\$ 659.52	\$ 318.50	\$ 1,080.00	\$ 761.50	29.49%
Small Tools	7500	\$ 24.66	\$ 4,082.69	\$ 5,783.93	\$ 6,400.00	\$ 616.07	90.37%
Safety Supplies	7510	\$ 113.90	\$ 3,367.61	\$ 2,028.54	\$ 7,289.00	\$ 5,260.46	27.83%
Uniform Allowance	7610	\$ 707.85	\$ 8,894.18	\$ 6,783.90	\$ 12,426.00	\$ 5,642.10	54.59%
Safety Clothing	7620	\$ 450.00	\$ 2,118.03	\$ 1,644.27	\$ 3,150.00	\$ 1,505.73	52.20%
Conference&Seminar Staff	7710	\$ 40.00	\$ 3,247.66	\$ 11,650.40	\$ 20,745.00	\$ 9,094.60	56.16%
Conference&Seminar Board	7715	\$ -	\$ 1,262.47	\$ 735.00	\$ 2,240.00	\$ 1,505.00	32.81%
Conference&Seminar Travel Exp	7720	\$ -	\$ 3,376.66	\$ 1,504.63	\$ 13,573.00	\$ 12,068.37	11.09%
Out of Town Travel Board	7725	\$ -	\$ 937.75	\$ 1,386.59	\$ 6,615.00	\$ 5,228.41	20.96%
Private Vehicle Mileage	7730	\$ 275.52	\$ 2,359.66	\$ 1,924.38	\$ 4,190.00	\$ 2,265.62	45.93%
Transportation Charges	7740	\$ -	\$ -	\$ 228.01	\$ 750.00	\$ 521.99	30.40%
Buses/Excursions	7750	\$ 1,164.00	\$ 6,955.85	\$ 14,658.02	\$ 22,870.00	\$ 8,211.98	64.09%
Utilities - Gas	7810	\$ 2,556.90	\$ 16,283.64	\$ 14,767.76	\$ 26,431.00	\$ 11,663.24	55.87%
Utilities - Water	7820	\$ 18,654.76	\$ 412,211.41	\$ 518,896.92	\$ 757,800.00	\$ 238,903.08	68.47%
Utilities - Electric	7830	\$ 18,886.25	\$ 119,112.65	\$ 146,882.45	\$ 226,374.00	\$ 79,491.55	64.88%
Airport Assessment Exp	7840	\$ -	\$ -	\$ 2,843.00	\$ -	\$ (2,843.00)	0.00%
Awards and Certificates	7910	\$ 168.00	\$ 11,443.01	\$ 8,436.41	\$ 16,490.00	\$ 8,053.59	51.16%

**General Ledger**  
**Statement of Revenues and Expenditures**  
**Fund 10 General Fund**  
**March 2018 75%**

Description	Account	Period Amount	One Year Prior	Year to Date	Budget	Budget Remaining	% of Budget Used
Meals for Staff Training	7920	\$ -	\$ 854.99	\$ 1,309.90	\$ 2,710.00	\$ 1,400.10	48.34%
Employee Morale	7930	\$ -	\$ 1,383.59	\$ 595.67	\$ 9,974.00	\$ 9,378.33	5.97%
COP Debt - PV Fields	7950	\$ 20,534.08	\$ -	\$ 184,806.75	\$ 246,409.00	\$ 61,602.25	75.00%
Reserve Vehicle Fleet	7970	\$ 833.33	\$ -	\$ 7,500.00	\$ 10,000.00	\$ 2,500.00	75.00%
Reserve Computer Fleet	7971	\$ 416.67	\$ -	\$ 3,750.00	\$ 5,000.00	\$ 1,250.00	75.00%
Reserve Designated Project	7972	\$ 1,666.67	\$ 22,500.00	\$ 15,000.00	\$ 20,000.00	\$ 5,000.00	75.00%
Reserve Dry Period	7973	\$ 7,500.00	\$ 68,249.00	\$ 67,500.00	\$ 90,000.00	\$ 22,500.00	75.00%
<b>Services and Supplies</b>		<b>\$ 140,054.88</b>	<b>\$ 1,636,276.54</b>	<b>\$ 2,027,079.24</b>	<b>\$ 3,158,015.00</b>	<b>\$ 1,130,935.76</b>	<b>64.19%</b>
<b>YTD Comparison</b>				<b>\$ 390,802.70</b>			

<b>Capital</b>							
Capital	8400	\$ -	\$ -	\$ 610.96	\$ -	\$ (610.96)	0.00%
HCF Grant Trails	8403	\$ -	\$ 304.00	\$ -	\$ -	\$ -	0.00%
HCF Grant Wildlife Programs	8405	\$ -	\$ 10,741.35	\$ -	\$ -	\$ -	0.00%
Eston Street Tree Removal	8408	\$ -	\$ 13,500.00	\$ -	\$ -	\$ -	0.00%
Playground Equipment	8410	\$ -	\$ 190,237.74	\$ -	\$ -	\$ -	0.00%
Equip/Facility Replacement	8420	\$ -	\$ -	\$ 33,358.52	\$ -	\$ (33,358.52)	0.00%
Telephone System	8421	\$ -	\$ 9,981.26	\$ -	\$ -	\$ -	0.00%
Needs Assessment	8422	\$ 5,538.00	\$ 87.38	\$ 84,555.39	\$ 68,790.00	\$ (15,765.39)	122.92%
Bob Kildee Parking Lot	8423	\$ -	\$ 236.44	\$ 166,295.00	\$ 150,000.00	\$ (16,295.00)	110.86%
PV Fields Parking Lot	8424	\$ -	\$ 14,361.00	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Hardwalls GM/HR Offices	8425	\$ -	\$ -	\$ 15,528.45	\$ -	\$ (15,528.45)	0.00%
Charter Oak Windrow	8426	\$ -	\$ -	\$ 11,025.00	\$ 10,000.00	\$ (1,025.00)	110.25%
Bob Kildee Pour-n-Play	8429	\$ -	\$ -	\$ 17,600.00	\$ 25,000.00	\$ 7,400.00	70.40%
Cam Grvc Dog Pk-Artificial Turf	8430	\$ -	\$ -	\$ 19,312.93	\$ 20,000.00	\$ 687.07	96.56%
Shop Drive-Way	8431	\$ -	\$ -	\$ -	\$ 35,000.00	\$ 35,000.00	0.00%
Freedom Pk Baseball Flds Desig	8432	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
Aquatics Tankless Wtr Heaters	8433	\$ -	\$ -	\$ 21,514.22	\$ 37,000.00	\$ 15,485.78	58.15%
Auditorium Patio	8434	\$ 400.58	\$ -	\$ 12,393.08	\$ 12,000.00	\$ (393.08)	103.28%
Auditorium Restroom Remodel	8435	\$ 6,740.84	\$ -	\$ 6,979.22	\$ 65,000.00	\$ 58,020.78	10.74%
Springville Dog Park Wall	8436	\$ -	\$ -	\$ -	\$ 81,000.00	\$ 81,000.00	0.00%
Bob Kildee Pavilion Replacemen	8437	\$ -	\$ -	\$ -	\$ 38,000.00	\$ 38,000.00	0.00%
Mission Oaks Roof	8438	\$ -	\$ -	\$ 17,866.00	\$ 30,000.00	\$ 12,134.00	59.55%
Auditorium Ducting/Replacement	8439	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	0.00%
Office Design/Carpet/Server	8440	\$ 1,777.48	\$ -	\$ 27,913.41	\$ 53,000.00	\$ 25,086.59	52.67%
Admin Bldg Roofs #6,#7,Admin	8441	\$ -	\$ -	\$ 133,091.00	\$ 125,000.00	\$ (8,091.00)	106.47%
Pickle Ball Cts-Paint/Repair	8443	\$ -	\$ -	\$ -	\$ 68,400.00	\$ 68,400.00	0.00%
<b>Capital</b>		<b>\$ 14,456.90</b>	<b>\$ 239,449.17</b>	<b>\$ 568,043.18</b>	<b>\$ 873,190.00</b>	<b>\$ 305,146.82</b>	<b>65.05%</b>
<b>YTD Comparison</b>				<b>\$ 328,594.01</b>			

<b>Total Expenses w/out Capital</b>		<b>\$ 427,798.80</b>	<b>\$ 4,382,055.39</b>	<b>\$ 5,089,215.14</b>	<b>\$ 8,404,732.00</b>	<b>\$ 3,315,516.86</b>	<b>60.55%</b>
<b>YTD Comparison</b>				<b>\$ 707,159.75</b>			

**General Ledger**  
**Statement of Revenues and Expenditures**  
**Fund 20 Assessment District**  
**March 2018 75%**

Description	Account	Period	Amount	One Year Prior	Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>									
Interest Earnings	5310	\$	-	\$	239.31	\$ 773.28	\$ 389.00	\$ (384.28)	198.79%
Assessment Revenue	5500	\$	-	\$	583,970.76	\$ 607,722.05	\$ 1,072,301.00	\$ 464,578.95	56.67%
<b>Revenue</b>		<b>\$</b>	<b>-</b>	<b>\$</b>	<b>584,210.07</b>	<b>\$ 608,495.33</b>	<b>\$ 1,072,690.00</b>	<b>\$ 464,194.67</b>	<b>56.73%</b>
<b>YTD Comparison</b>						<b>\$ 24,285.26</b>			
<b>Expense</b>									
Full Time Salaries	6100	\$	797.79	\$	65,506.30	\$ 49,607.90	\$ 82,212.00	\$ 32,604.10	60.34%
Retirement	6120	\$	162.81	\$	11,797.26	\$ 8,564.45	\$ 14,563.00	\$ 5,998.55	58.81%
Employee Insurance	6130	\$	214.52	\$	9,724.21	\$ 7,412.79	\$ 14,910.00	\$ 7,497.21	49.72%
Workers Compensation	6140	\$	113.84	\$	6,130.40	\$ 4,977.69	\$ 8,695.00	\$ 3,717.31	57.25%
<b>Personnel</b>		<b>\$</b>	<b>491.17</b>	<b>\$</b>	<b>27,651.87</b>	<b>\$ 20,954.93</b>	<b>\$ 38,168.00</b>	<b>\$ 17,213.07</b>	<b>54.90%</b>
<b>YTD Comparison</b>						<b>\$ (6,696.94)</b>			
<b>Services and Supplies</b>									
Incidental Costs - Assess	6709	\$	-	\$	15,610.13	\$ 15,426.15	\$ 29,204.00	\$ 13,777.85	52.82%
Tree Care - Assess	6719	\$	15,225.00	\$	-	\$ 35,985.50	\$ 40,000.00	\$ 4,014.50	89.96%
Contracted LS Services	6720	\$	456.80	\$	246,186.27	\$ 273,967.10	\$ 440,736.00	\$ 166,768.90	62.16%
Park Amenities - Assess	6722	\$	11,756.88	\$	-	\$ 26,907.31	\$ 40,000.00	\$ 13,092.69	67.27%
Bank & ActiveNet Charges	6950	\$	-	\$	104.00	\$ 24.00	\$ 60.00	\$ 36.00	40.00%
Approp Redev/Collection Fees	6960	\$	-	\$	1,445.13	\$ -	\$ 7,500.00	\$ 7,500.00	0.00%
Business Services	7180	\$	-	\$	5,000.00	\$ -	\$ -	\$ -	0.00%
COP Debt - PV Fields	7950	\$	32,738.25	\$	400,212.12	\$ 294,644.25	\$ 392,859.00	\$ 98,214.75	75.00%
<b>Services and Supplies</b>		<b>\$</b>	<b>60,176.93</b>	<b>\$</b>	<b>668,557.65</b>	<b>\$ 646,954.31</b>	<b>\$ 950,359.00</b>	<b>\$ 303,404.69</b>	<b>68.07%</b>
<b>YTD Comparison</b>						<b>\$ (21,603.34)</b>			
<b>Total Expenses w/out Capital</b>		<b>\$</b>	<b>60,668.10</b>	<b>\$</b>	<b>696,209.52</b>	<b>\$ 667,909.24</b>	<b>\$ 988,527.00</b>	<b>\$ 320,617.76</b>	<b>67.57%</b>
<b>YTD Comparison</b>						<b>\$ (28,300.28)</b>			

**General Ledger**  
**Statement of Revenues and Expenditures**  
**Fund 30 Park Dedication Fee ( Quimby Funds)**  
**March 2018 75%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Transfer In	1500	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Interest Earnings	5310	\$ 9,964.59	\$ -	\$ 22,169.51	\$ -	\$ 22,169.51	0.00%
MBS Interest Earnings	5320	\$ -	\$ -	\$ 13,909.84	\$ -	\$ 13,909.84	0.00%
Park DedicationFees	5400	\$ -	\$ 3,123,562.00	\$ -	\$ -	\$ -	0.00%
<b>Revenue</b>		<b>\$ 9,964.59</b>	<b>\$ 3,123,562.00</b>	<b>\$ 36,079.35</b>	<b>\$ -</b>	<b>\$ 36,079.35</b>	<b>0.00%</b>
<b>YTD Comparison</b>				<b>\$ (3,087,482.65)</b>			
<b>Expense</b>							
Bank & ActiveNet Charges	6950	\$ 30.00	\$ -	\$ 30.00	\$ -	\$ (30.00)	0.00%
<b>Expense</b>		<b>\$ 30.00</b>	<b>\$ -</b>	<b>\$ 30.00</b>	<b>\$ -</b>	<b>\$ (30.00)</b>	<b>0.00%</b>

**Park Dedication Fees Received**

Date	Amount
7/31/2014	\$ 615,709.00
1/31/2015	\$ 2,250,489.70
8/8/2016	\$ 2,649,209.00
8/10/2016	\$ 474,353.00
<b>TOTAL</b>	<b>\$ 5,989,760.70</b>

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
STAFF REPORT/AGENDA REPORT**

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Leonore Young, Administrative Services Manager**

**DATE: May 2, 2018**

**SUBJECT: LUMP SUM VS MONTHLY CALPERS UNFUNDED  
LIABILITY PAYMENT**

**RECOMMENDATION**

It is recommended the Board approve for staff to pay CalPERS an annual payment for fiscal year 2018-2019 for the District's unfunded liability.

**BACKGROUND**

Due to poor returns on investments in the prior years, California Public Employment Retirement System (CalPERS) has implemented an Unfunded Accrued Liability (UAL) for all CalPERS agencies to pay. This system allows agencies to either pay one annual lump sum which is due July 31<sup>st</sup> of each year or monthly payments that are due over a period of 12 months during the fiscal year. If the District opts to pay the UAL monthly, the interest rate charged to the District would be 7.25%. For fiscal year 2017-2018 the District made the lump sum annual payment.

The discount rate is what CalPERS assumed would be earned with their \$356.6 billion investment. This component is used in calculating the amount of money contributed by those who are part of the CalPERS system. Investment returns over the past ten years were not as high as projected and have not been for quite some time. Currently, more money is going out in pensions than coming in for the following reasons: CalPERS has a low funded status, the decline in the number of active workers supporting retirees, and a low-return investing environment.

**ANALYSIS**

In fiscal year 2017-2018 the District made an annual lump sum payment of \$231,113 for the 2.5%@55, \$926 for the 2%@60 and \$305 for the 2%@62 plans, totaling \$232,344. Currently there are two options for making this payment to CalPERS for fiscal year 2018-2019:

1. Lump Sum Total - \$286,623
2. Monthly Payments - \$24,760.25 for a total of \$297,123

If the District opted for the lump sum payment, this would equal a savings of \$10,500.

The Board should also consider the timing of the receipt of the tax apportionment from the County. This fiscal year (2017/2018) was the second year the District did not have to borrow funds from its Capital Fund. The general fund balance in December 2017 was approximately \$117,603. If the Board approves the lump sum option, the District may need to borrow money from the Capital Account.



The fiscal year 2018-2019 is still being compiled, therefore it is too early to determine if the need to borrow from Capital would occur if the CalPERS lump sum payment was made. Using the status quo from the fiscal year 2017-2018 payroll and accounts payable, the December 2017 cash of \$117,603 and the fiscal year 2018-2019 CalPERS figure of \$286,738, the additional expense equates to \$143,369 (6 months of CalPERS) which means the General Fund would need a minimum loan from Capital of approximately \$26,000.

If the Board directs staff to pay the annual lump sum payment on July 31, 2018, staff would need to be diligent on watching the balance of the capital account. Staff would need to ensure not to deplete this account with capital projects prior to December 31, 2018 so there would be enough funds to cover the temporary loan from capital to the general fund if needed.

The below table shows how quickly the unfunded liability is increasing for the District. Both June 30, 2017 and June 30, 2018 plans are shown:

<b>Plan</b>	<b>Unfunded Liability June 30, 2017</b>	<b>Unfunded Liability June 30, 2018</b>	<b>Over 30 Year Period</b>
2.5% @ 55	\$4,138,855	\$5,377,685	\$11,603,492
2% @ 60	\$12,678	\$26,957	\$58,214
2% @ 62	\$1,404	\$6,924	\$9,793

**FISCAL IMPACT**

The fiscal impact for fiscal year 2018-2019 is as follows if the District follows the 30 Year Amortization Schedule:

<b>Plan</b>	<b>Rate</b>	<b>Unfunded Liability Payment Lump Sum</b>
2.5% @ 55	10.022%	\$284,833
2% @ 60	7.634%	\$1,474
2% @ 62	6.842%	\$431

Using the budget work papers calculations for fiscal year 2018-2019 (which will go before the Board in the budget workshops scheduled for April and May), the cost of CalPERS retirement is estimated to cost \$286,738.

**RECOMMENDATION**

It is recommended the Board approve for staff to pay CalPERS an annual payment for fiscal year 2018-2019 for the District's unfunded liability.

**ATTACHMENT**

- 1) CalPERS Amortization Schedules (3 pages)

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### 30-Year Amortization Schedule and Alternatives

Date	Current Amortization Schedule		Alternate Schedules			
	Balance	Payment	20 Year Amortization		15 Year Amortization	
			Balance	Payment	Balance	Payment
6/30/2018	5,377,685	295,150	5,377,685	401,995	5,377,685	489,132
6/30/2019	5,468,450	356,862	5,357,734	414,055	5,267,442	503,806
6/30/2020	5,501,961	395,491	5,323,815	426,477	5,133,863	518,920
6/30/2021	5,497,914	438,254	5,274,523	439,271	4,974,770	534,488
6/30/2022	5,449,258	471,702	5,208,338	452,449	4,787,813	550,522
6/30/2023	5,362,355	485,853	5,123,616	466,023	4,570,453	567,038
6/30/2024	5,254,379	500,428	5,018,581	480,004	4,319,948	584,049
6/30/2025	5,123,336	515,441	4,891,313	494,404	4,033,341	601,571
6/30/2026	4,967,072	530,904	4,739,737	509,236	3,707,442	619,618
6/30/2027	4,783,260	546,831	4,561,613	524,513	3,338,806	638,206
6/30/2028	4,569,389	563,236	4,354,521	540,248	2,923,721	657,352
6/30/2029	4,322,745	580,133	4,115,852	556,456	2,458,185	677,073
6/30/2030	4,040,402	597,537	3,842,786	573,149	1,937,880	697,385
6/30/2031	3,719,202	615,464	3,532,283	590,344	1,358,155	718,307
6/30/2032	3,355,738	609,235	3,181,064	608,054	713,996	739,856
6/30/2033	2,971,923	602,079	2,785,590	626,296		
6/30/2034	2,567,216	584,361	2,342,048	645,085		
6/30/2035	2,151,022	565,037	1,846,325	664,437		
6/30/2036	1,724,158	267,370	1,293,989	684,370		
6/30/2037	1,574,260	264,918	680,263	704,901		
6/30/2038	1,415,849	262,077				
6/30/2039	1,248,698	269,940				
6/30/2040	1,061,073	278,038				
6/30/2041	851,219	237,043				
6/30/2042	668,368	230,498				
6/30/2043	478,814	201,906				
6/30/2044	304,908	145,376				
6/30/2045	176,754	85,273				
6/30/2046	101,428	78,627				
6/30/2047	27,433	28,427				
<b>Totals</b>		<b>11,603,492</b>		<b>10,801,766</b>		<b>9,097,322</b>
<b>Interest Paid</b>		<b>6,225,807</b>		<b>5,424,080</b>		<b>3,719,635</b>
<b>Estimated Savings</b>				<b>801,725</b>		<b>2,506,169</b>

\* This schedule does not reflect the impact of adopted discount rate changes that will become effective beyond June 30, 2016. For Projected Employer Contributions, please see Page 5.

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### 30-Year Amortization Schedule and Alternatives

Date	Current Amortization Schedule		Alternate Schedules			
	Balance	Payment	25 Year Amortization		20 Year Amortization	
	Balance	Payment	Balance	Payment	Balance	Payment
6/30/2018	38,746	1,527	38,746	2,530	38,746	2,896
6/30/2019	40,021	2,133	38,982	2,606	38,602	2,983
6/30/2020	40,762	2,775	39,156	2,684	38,358	3,073
6/30/2021	40,893	2,529	39,262	2,765	38,003	3,165
6/30/2022	41,288	3,062	39,293	2,848	37,526	3,260
6/30/2023	41,161	3,153	39,240	2,933	36,916	3,358
6/30/2024	40,929	3,248	39,094	3,021	36,159	3,458
6/30/2025	40,582	3,346	38,847	3,112	35,242	3,562
6/30/2026	40,108	3,446	38,487	3,205	34,150	3,669
6/30/2027	39,495	3,549	38,004	3,301	32,866	3,779
6/30/2028	38,730	3,656	37,386	3,400	31,374	3,892
6/30/2029	37,798	3,765	36,619	3,502	29,655	4,009
6/30/2030	36,684	3,878	35,691	3,608	27,687	4,130
6/30/2031	35,370	3,995	34,585	3,716	25,450	4,253
6/30/2032	33,839	4,115	33,285	3,827	22,920	4,381
6/30/2033	32,071	4,238	31,774	3,942	20,070	4,512
6/30/2034	30,045	4,101	30,032	4,060	16,874	4,648
6/30/2035	28,011	3,953	28,040	4,182	13,303	4,787
6/30/2036	25,981	3,792	25,774	4,308	9,323	4,931
6/30/2037	23,968	3,617	23,211	4,437	4,901	5,079
6/30/2038	21,987	3,429	20,326	4,570		
6/30/2039	20,056	3,532	17,089	4,707		
6/30/2040	17,875	3,638	13,472	4,848		
6/30/2041	15,424	3,747	9,442	4,994		
6/30/2042	12,679	3,859	4,964	5,144		
6/30/2043	9,615	3,686				
6/30/2044	6,505	2,977				
6/30/2045	3,899	2,223				
6/30/2046	1,883	1,421				
6/30/2047	549	569				
<b>Totals</b>		<b>96,960</b>		<b>92,251</b>		<b>77,827</b>
<b>Interest Paid</b>		<b>58,214</b>		<b>53,506</b>		<b>39,081</b>
<b>Estimated Savings</b>				<b>4,709</b>		<b>19,134</b>

\* This schedule does not reflect the impact of adopted discount rate changes that will become effective beyond June 30, 2016. For Projected Employer Contributions, please see Page 5.

PEPPRA

### 30-Year Amortization Schedule and Alternatives

Date	Current Amortization Schedule		Alternate Schedules			
	Balance	Payment	20 Year Amortization		15 Year Amortization	
	Balance	Payment	Balance	Payment	Balance	Payment
6/30/2018	8,374	446	8,374	626	8,374	762
6/30/2019	8,529	585	8,343	645	8,202	785
6/30/2020	8,552	731	8,290	664	7,994	808
6/30/2021	8,425	886	8,213	684	7,747	832
6/30/2022	8,128	685	8,110	705	7,455	857
6/30/2023	8,018	705	7,978	726	7,117	883
6/30/2024	7,878	726	7,815	747	6,727	909
6/30/2025	7,707	748	7,617	770	6,281	937
6/30/2026	7,500	771	7,381	793	5,773	965
6/30/2027	7,254	794	7,103	817	5,199	994
6/30/2028	6,966	818	6,781	841	4,553	1,024
6/30/2029	6,633	842	6,409	867	3,828	1,054
6/30/2030	6,250	867	5,984	892	3,018	1,086
6/30/2031	5,812	893	5,500	919	2,115	1,119
6/30/2032	5,314	920	4,953	947	1,112	1,152
6/30/2033	4,753	948	4,338	975		
6/30/2034	4,121	843	3,647	1,005		
6/30/2035	3,551	732	2,875	1,035		
6/30/2036	3,055	612	2,015	1,066		
6/30/2037	2,646	485	1,059	1,098		
6/30/2038	2,338	350				
6/30/2039	2,147	361				
6/30/2040	1,932	372				
6/30/2041	1,689	383				
6/30/2042	1,418	394				
6/30/2043	1,114	406				
6/30/2044	775	335				
6/30/2045	485	258				
6/30/2046	253	177				
6/30/2047	88	91				
<b>Totals</b>		<b>18,167</b>		<b>16,820</b>		<b>14,166</b>
<b>Interest Paid</b>		<b>9,793</b>		<b>8,446</b>		<b>5,792</b>
<b>Estimated Savings</b>				<b>1,346</b>		<b>4,000</b>

\* This schedule does not reflect the impact of adopted discount rate changes that will become effective beyond June 30, 2016. For Projected Employer Contributions, please see Page 5.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
STAFF REPORT / AGENDA REPORT**

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Leonore Young, Administrative Services Manager**

**DATE: May 2, 2018**

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 591, DECLARING INTENTION TO LEVY ASSESSMENTS FOR FY 2018-2019, PRELIMINARILY APPROVING ENGINEER'S REPORT, AND PROVIDING FOR NOTICE OF HEARING FOR THE PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT FOR THE PLEASANT VALLEY RECREATION AND PARK DISTRICT**

**RECOMMENDATION**

It is recommended the Board adopt Resolution No. 591 accepting the Engineer's Report and schedule the public hearing for June 6, 2018.

**BACKGROUND**

On February 7, 2018, the Board adopted Resolution No. 584, directing the preparation of an Engineer's Report for the District and initiating the procedures for the continuation of the Assessment District for FY 2018-2019. The next step in levying assessments for the upcoming fiscal year is the adoption of a Resolution of Intent to Levy the Assessments for FY 2018-2019 and setting the place and time for a Public Hearing to consider the assessments.

**ANALYSIS**

In order to continue to levy the assessments, the Board, on February 7, 2018, directed SCI Consulting Group to prepare an Engineer's Report for FY 2018-2019. This Engineer's Report, which includes the proposed budget for the assessments for FY 2018-2019 and the updated proposed assessments for each parcel in the District, was completed and filed with the District's attorney on April 23, 2018.

The Board has the authority to approve an annual adjustment to the assessment rate by an amount equal to the change in the Los Angeles Consumer Price Index (CPI), not to exceed 3%. The Engineer's Report contains a proposed assessment rate adjustment of 3.00% for FY 2018-2019. The proposed 3.00% increase was attained through the CPI as of Dec 31, 2017, which was at 3.60%. The additional 0.60% will be banked and used later to make up for any CPI that is less than 3.00% in the future. The increase will reflect a \$40.12 per single-family equivalent benefit unit assessment.

Pending Board approval, a public hearing for the continuation of the assessments will be scheduled for June 6, 2018 at the hour of 6:00 p.m. Notification of the hearing will be given by publishing a notice, at least ten (10) days prior to the date of the hearing specified, in a newspaper circulated in the District. After the public hearing, the Board can, by resolution, levy the assessments for FY 2018-2019.

### **FISCAL IMPACT**

There is no fiscal impact associated with this action.

Preliminary approval of the Engineer's Report and establishment of the hearing date allows for the development of the proposed budget and assessment rate. This information can then be released to District residents for comment at the June 6, 2018 hearing date.

### **RECOMMENDATION**

It is recommended the Board adopt Resolution No. 591, accepting the Engineer's Report and schedule the public hearing for June 6, 2018.

### **ATTACHMENT**

- 1) Resolution No. 591 (3 pages)
- 2) Preliminary Engineer's Report for FY 2018-2019 (39 pages)
- 3) Assessment Summary (1 page)

## RESOLUTION NO. 591

### **A RESOLUTION DECLARING INTENTION TO CONTINUE LEVYING ASSESSMENTS FOR FISCAL YEAR 2018-2019, PRELIMINARILY APPROVING ENGINEER'S REPORT, AND PROVIDING FOR NOTICE OF HEARING FOR THE PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT FOR THE PLEASANT VALLEY RECREATION AND PARK DISTRICT**

WHEREAS, on April 4th, 2001, by its Resolution No. 356, after receiving a weighted majority of 58.7% of ballots in support of the proposed assessment, which included an annual adjustment as described below under Section 5 hereof (the "Authorized Assessment"), the Board of Directors of the Pleasant Valley Recreation and Park District (the "Board") ordered the formation of and levied the first assessment within the Pleasant Valley Recreation and Park District, Park Maintenance and Recreation Improvement Assessment District (the "District") pursuant to the provisions of Article XIID of the California Constitution, and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof); and

WHEREAS, by Resolution No. 584, the Board ordered the preparation of an Engineer's Report for the District for fiscal year 2018-2019; and

WHEREAS, pursuant to said Resolution, the Engineer's Report was prepared by SCI Consulting Group, Engineer of Work, in accordance with 22623, *et. seq.*, of the Streets and Highways Code (the "Report") and Article XIID of the California Constitution; and

WHEREAS, said Engineer's Report was filed with the Clerk of the Board of Directors and the Board of Directors has reviewed the Report and wishes to take certain actions relative to said Report.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

SECTION 1. The Report for the "PARK MAINTENANCE AND RECREATION IMPROVEMENT ASSESSMENT DISTRICT", on file with the Clerk of the Board, has been duly considered by the Board of Directors and is hereby deemed sufficient and approved. The Report shall stand as the Engineer's Report for all subsequent proceedings under, and pursuant to, the foregoing resolution.

SECTION 2. It is the intention of this Board to continue to levy and collect assessments within the Assessment District for fiscal year 2018-2019. Within the District, the work and improvements (the "Improvements") proposed to be undertaken by the District, are generally

described as installation, maintenance and servicing of public facilities, including but not limited to, playing fields, playground equipment, hard court surfaces, irrigation and sprinkler systems, landscaping, turf and track facilities, gymnasiums, swimming pools, landscaping, sprinkler systems, park grounds, park facilities, landscape corridors, and trails, as applicable, for property owned or maintained by the Pleasant Valley Recreation and Park District. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of said improvements, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health and beauty of landscaping; and cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of electric current or energy for the operation or lighting of any improvements, and water for irrigation of any landscaping or the maintenance of any other Improvement.

SECTION 3. The District consists of the lots and parcels shown on the boundary map of the District on file with the Clerk of the Board, and reference is hereby made to such map for further particulars.

SECTION 4. Reference is hereby made to the Engineer's Report for a full and detailed description of the Improvements, the boundaries of the District and the proposed assessments upon assessable lots and parcels of land within the District. The Engineer's Report identifies all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed.

SECTION 5. The Authorized Assessment is subject to an annual adjustment tied to the Consumer Price Index-U for the Los Angeles Area, as published by United States Department of Labor, Bureau of Labor Statistics, as of December of each succeeding year (the "CPI"), with a maximum annual adjustment not to exceed 3%. Any change in the CPI in excess of 3% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 3%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the minimum of 1) 3% or 2) the change in the CPI plus any Unused CPI as described above.

The change in the CPI from December 2016 to December 2017 was 3.60%. Therefore, the maximum authorized assessment rate for fiscal year 2018-2019 is increased by 3.00% which equates to \$40.12 per single family equivalent benefit unit. Single family equivalent values for different property types, such as commercial and industrial land uses are described in the Engineer's Report. The estimate of cost and budget in the Engineer's Report proposes assessments for fiscal year 2018-2019 at the rate of \$40.12.

SECTION 6. Notice is hereby given that on June 6, 2018 at the hour of 6:00 o'clock p.m. at the City of Camarillo, City Hall Council Chambers 601 Carmen Dr., Camarillo, California the Board of Directors will hold a public hearing to consider the ordering of the Improvements and the continuation of the proposed assessments.



SECTION 7. Prior to the conclusion of the hearing, any interested person may file a written protest with the Clerk of the Board, or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by such owner. Such protest or withdrawal of protest should be mailed to Pleasant Valley Recreation and Park District, 1605 East Burnley Street, Camarillo, CA 93010.

SECTION 8. The Clerk of the Board shall cause a notice of the hearing to be given by publishing a copy of this resolution once, at least ten (10) days prior to the date of the hearing above specified, in a newspaper circulated in the Pleasant Valley Recreation and Park District.

**PASSED AND ADOPTED** this 2nd day of May 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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MARK MALLOY, CHAIRMAN  
PLEASANT VALLEY RECREATION AND PARK DISTRICT

ATTESTED:

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ELAINE MAGNER, SECRETARY  
PLEASANT VALLEY RECREATION AND PARK DISTRICT



**PLEASANT VALLEY RECREATION AND PARK DISTRICT**  
**PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT**

**ENGINEER'S REPORT**

FISCAL YEAR 2018-19

APRIL 2018

PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972  
AND ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION

ENGINEER OF WORK:  
**SCI Consulting Group**  
4745 MANGELS BOULEVARD  
FAIRFIELD, CALIFORNIA 94534  
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## INTRODUCTION

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### OVERVIEW

The Pleasant Valley Recreation and Park District (the "Park District") currently provides park facilities and recreational programs for its service area of 26,200 parcels. The Park District currently owns, operates and maintains 28 neighborhood, community, and regional parks which are distributed throughout the Park District. (For locations of the Park District's facilities, see the Diagram following in this Report.)

The Park District's facilities are summarized as follows:

### DISTRICT PARKS

- ❖ **ADOLFO PARK**, (3.0 acres), 3601 N. Adolfo.
- ❖ **ARNEILL RANCH PARK**, (5.0 acres), 1301 Sweetwater.
- ❖ **BIRCHVIEW PARK**, (0.7 acres), 5564 Laurel Ridge Lane, Birchview/Laurel Ridge.
- ❖ **CALLEGUAS CREEK PARK**, (3.0 acres), 675 Avenida Valencia.
- ❖ **CAMARILLO OAK GROVE PARK**, (24.55 acres), 6968 Camarillo Springs Road.
- ❖ **CARMENITA PARK**, (1.0 acres), 1506 Sevilla.
- ❖ **CHARTER OAK PARK**, (5.7 acres), 2500 Charter Oak Drive.
- ❖ **COMMUNITY CENTER PARK**, (12.9 acres), 1605 E. Burnley Street, Carmen/Burnley.
- ❖ **DOS CAMINOS PARK**, (4.4 acres), 2198 N. Ponderosa Road, Las Posas/Ponderosa.
- ❖ **ENCANTO PARK**, (3.0 acres), 5300 Encanto.
- ❖ **FOOTHILL PARK**, (2.3 acres), 1501 Cranbrook Street.
- ❖ **FREEDOM PARK**, (33.9 acres), 275 E. Pleasant Valley Road, Skyway/Eubanks.
- ❖ **HERITAGE PARK**, (9.0 acres), 1630 Heritage Trail, Joshua Trail/Heritage Trail.
- ❖ **LAS POSAS EQUESTRIAN PARK**, (2.0 acres), 2084 Via Veneto, El Tuaca/Via Veneto.
- ❖ **LAURELWOOD PARK**, (1.5 acres), 2127 Dexter, Mobil/Dexter.
- ❖ **LOKKER PARK**, (7.0 acres), 848 Vista Coto Verde, Calle Higuera/Avenida Sultura.
- ❖ **MEL VINCENT PARK**, (5.0 ACRES), 668 CALISTOGA ROAD.
- ❖ **MISSION OAKS PARK**, (20.2 acres), 5501 Mission Oaks Boulevard, Mission Oaks/Oak Canyon.
- ❖ **NANCY BUSH PARK**, (3.4 acres), 1150 Bradford.

- ❖ **PITTS RANCH PARK**, (10.0 acres), 1400 Flynn Road.
- ❖ **BOB KILDEE COMMUNITY PARK**, (13.0 acres), 1030 Temple Avenue, Ponderosa/Temple.
- ❖ **QUITO PARK**, (5.0 acres), 7073 Quito Court, Calle Dia/Quito.
- ❖ **SPRINGVILLE PARK**, (5.0 acres), 801 Via Zamora.
- ❖ **TRAILSIDE PARK**, (0.5 acres), 5462 Cherry Ridge Drive, Willow View/Maple View.
- ❖ **VALLE LINDO PARK**, (10.0 acres), 889 Aileen Street, Valle Lindo/Aileen.
- ❖ **PLEASANT VALLEY FIELDS**, (55.0 acres), 3777 Village at the Park Drive.
- ❖ **WOODCREEK PARK**, (5.0 acres), 1200 Woodcreek Road, Lynwood/Woodcreek.
- ❖ **WOODSIDE PARK**, (5.0 acres), 247 Japonica Avenue, Ridgeview/Japonica.

### **ASSESSMENT PROCESS**

In 2001, due to the combination of limited revenues, a growing community and expanding park acreage, the Park District projected that it would not be able to adequately maintain its current and future parks and recreation facilities. Therefore, the Board proposed the establishment of an assessment district to provide adequate revenues for park maintenance services as well as for expanding and improving park facilities to meet the growing demand placed on the parks.

In February and March 2001 the Board conducted an assessment ballot proceeding pursuant to the requirements of Article XIID of the California Constitution ("The Taxpayer's Right to Vote on Taxes Act") and the Landscaping and Lighting Act of 1972. During this ballot proceeding, property owners in the District were provided with a notice and ballot for the proposed parks assessment ("the Parks Maintenance and Recreation Improvement District" or the "Improvement District"). A 45-day period was provided for balloting and a public hearing was conducted on March 21<sup>st</sup>, 2001. At the public hearing, all ballots returned within the 45-day balloting period were tabulated. It was determined at the public hearing that the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (with each ballot weighted by the proportional financial obligation of the property for which ballot was submitted). The final balloting result was 58.7% weighted support in favor of the benefit assessments for the Pleasant Valley Recreation and Park District's Park Maintenance and Recreation Improvement District.

As a result, the Board gained the authority to approve the levy of the assessments for the fiscal year 2001-02 and to continue to levy them in future years. The authority granted by the ballot proceeding includes an annual adjustment in the assessment levies equal to the annual change in the Consumer Price Index for the Los Angeles Area, not to exceed 3%.



## ENGINEER'S REPORT AND CONTINUATION OF ASSESSMENTS

In each subsequent year for which the assessments will be continued, the Board must direct the preparation of an Engineer's Report, budgets and proposed assessments for the upcoming fiscal year. After the Engineer's Report is completed, the Board may preliminarily approve the Engineer's Report and proposed assessments and establish the date for a public hearing on the continuation of the assessments. This Report was prepared pursuant to the direction of the Board adopted on February 7, 2018.

This Engineer's Report ("Report") was prepared to establish the budget for the continued improvements and services ("Improvements") that would be funded by the proposed 2018-19 assessments, determine the benefits received by property from the improvements and services within the Park District and the method of assessment apportionment to lots and parcels within the Park District. This Report and the proposed assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the *California Streets and Highways Code* (the "Act") and Article XIIID of the California Constitution (the "Article").

If the Board preliminarily approves this Engineer's Report and the continuation of the assessments by resolution, a notice of public hearing must be published in a local paper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the assessments. This hearing is currently scheduled for June 6, 2018. At this hearing, the Board would consider approval of a resolution confirming the continuation of the assessments for fiscal year 2018-19. If the assessments are so confirmed and approved, the levies would be submitted to the County Auditor/Controller by August 2018 for inclusion on the property tax roll for fiscal year 2018-19.

## LEGISLATIVE ANALYSIS

### PROPOSITION 218

This assessment is formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now codified as Articles XIIIC and XIIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes a number of important requirements, including property-owner balloting, for the imposition, increase and extension of assessments, and these requirements are satisfied by the process used to establish this assessment.

### **SILICON VALLEY TAXPAYERS ASSOCIATION, INC. V SANTA CLARA COUNTY OPEN SPACE AUTHORITY**

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority ("SVTA vs. SCCOSA"). This ruling is the most significant legal document in further legally clarifying Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly specified and identified
- Special benefits are directly received by and provide a direct advantage to property in the assessment district
- The assessments must be proportional to the special benefits conferred

This Engineer's Report is consistent with the SVTA vs. SCCOSA decision and with the requirements of Article 13C and 13D of the California Constitution because the improvements to be funded are clearly defined; the benefiting properties in the Improvement District enjoys close and unique proximity, access and views to the Improvements; the Improvements serve as an extension of usable land area for benefiting properties in the Improvement District and such special benefits provide a direct advantage to property in the Improvement District that is not enjoyed by the public at large or other property; and the assessments are proportional to the special benefits conferred.

### **DAHMS V. DOWNTOWN POMONA PROPERTY**

On June 8, 2009, the 4<sup>th</sup> Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the California Supreme Court denied review. On this date, Dahms became good law and binding precedent for assessments. In Dahms the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

### **BONANDER V. TOWN OF TIBURON**

On December 31, 2009, the 1<sup>st</sup> District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

### **BEUTZ V. COUNTY OF RIVERSIDE**

On May 26, 2010 the 4<sup>th</sup> District Court of Appeal issued a decision on the Steven Beutz v. County of Riverside ("Beutz") appeal. This decision overturned an assessment for park

maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

#### **GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO**

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

#### **COMPLIANCE WITH CURRENT LAW**

This Engineer's Report is consistent with the requirements of Article XIIC and XIID of the California Constitution and with the *SVTA* decision because the improvements to be funded are clearly defined; the improvements are directly available to and will directly benefit property in the Improvement District; and the improvements provide a direct advantage to property in the Improvement District that would not be received in absence of the assessments.

This Engineer's Report is consistent with *Beutz*, *Dahms* and *Greater Golden Hill* because the improvements will directly benefit property in the Improvement District and the general benefits have been explicitly calculated and quantified and excluded from the assessments. The Engineer's Report is consistent with *Bonander* because the assessments have been apportioned based on the overall cost of the improvements and proportional special benefit to each property.

## PLANS & SPECIFICATIONS

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The Pleasant Valley Recreation and Park District maintains park facilities in locations throughout its boundaries.

The work and improvements (the "Improvements") proposed to be undertaken by the Pleasant Valley Recreation and Park District's Park Maintenance and Recreation Improvement District (the "Improvement District") and the cost thereof paid from the levy of the annual assessment provide special benefit to Assessor Parcels within the Improvement District as defined in the Method of Assessment herein. In addition to the definitions provided by the Landscaping and Lighting Act of 1972, (the "Act") the work and improvements are generally described as follows:

Installation, maintenance and servicing of public recreational facilities and improvements, including, but not limited to, turf and play areas, playground equipment, hard court surfaces, ground cover, shrubs and trees, irrigation and sprinkler systems, landscaping, park grounds and facilities, drainage systems, lighting, fencing, entry monuments, basketball courts, tennis courts, gymnasiums, senior centers, running tracks, swimming pools, landscape corridors, trails, other recreational facilities, security patrols to protect the Improvements, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the Pleasant Valley Recreation and Park District. Any plans and specifications for these improvements have been filed with the General Manager of the Pleasant Valley Recreation and Park District and are incorporated herein by reference.

As applied herein, "Installation" means the construction of recreational improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling) sod, landscaping, irrigation systems, sidewalks and drainage, lights, playground equipment, play courts, recreational facilities and public restrooms.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

"Servicing" means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment. (Streets & Highways Code §22526).

The assessment proceeds will be exclusively used for Improvements within the Improvement District plus Incidental expenses. Reference is made to the Summary of District's Improvement Plans section in the following section of this Report and the more detailed budgets and improvement plans of the Park District, which are on file with the Pleasant Valley Recreation and Park District.

## FISCAL YEAR 2018-19 ESTIMATE OF COST AND BUDGET

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### INTRODUCTION

Following are the proposed Improvements, and resulting level of improved parks and recreation facilities, for the Improvement District. As previously noted, the baseline level of service included a declining level of parks and recreation facilities due to shortages of funds for the Park District. Improvements funded by the assessments are over and above the previously declining baseline level of service. The formula below describes the relationship between the final level of improvements, the existing baseline level of service, and the enhanced level of improvements to be funded by the proposed assessment.

<b>Final Level of Improvements</b>	=	<b>Baseline Level of Improvements</b>	+	<b>Enhanced Level of Improvements</b>
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### SUMMARY OF DISTRICT'S IMPROVEMENT PLANS

Projects have been chosen throughout the Park District in order to ensure that all properties in the narrowly drawn Park District boundaries will receive improved access to better maintained and improved parks in their area. A detailed project improvement plan has been developed and is available for review at the Park District offices.

TABLE 1 - ESTIMATE OF COST, FY 2018-19

	<i><b>Total Budget</b></i>	
Installation, Maintenance & Servicing Costs		
Capital Improvements	\$1,658,409	
Equipment and Facility Replacement	\$0	
Services and Supplies	\$2,101,102	
Maintenance and Operations of Improvements <sup>1</sup>	<u>\$2,172,668</u>	
Subtotal - Installation, Maintenance and Servicing	\$5,932,179	
Administrative Costs:		
Assessment Administration and County Charges	\$25,246	
Allowance for Uncollectible Assessments	<u>\$13,860</u>	
Subtotals - Incidentals	\$39,106	
Total for Installation, Maintenance, Servicing and Administration	\$5,971,285	
<b>Total Benefit of Improvements</b>	<b>\$5,971,285</b>	
Single Family Equivalent Units (SFE)	27,637	
<b>Benefit Received per SFE Unit</b>	<b>\$216.06</b>	
Less:		
District Contribution for General Benefits <sup>2</sup>	(\$1,492,821.25)	
District Contribution for Special Benefits	(\$3,374,020.75)	
Beginning Fund Balance (July 1, 18)	(\$760,191)	
Contribution to Reserve Fund/Improvement Fund/Contingency <sup>3</sup>	<u>\$764,526</u>	
	(\$4,862,507)	
Net Cost of Installation, Maintenance and Servicing (Net Amount to be Assessed)	\$1,108,778	
Budget Allocation to Property		
Total Assessment Budget*	\$1,108,778	
	<b>Unadjusted</b>	<b>Adjusted</b>
	<b>SFE</b>	<b>SFE</b>
Single Family Equivalent Benefit Units - Zone A	26,604.78	26,604.78
Single Family Equivalent Benefit Units - Zone B	493.24	123.31
Single Family Equivalent Benefit Units - Zone C	1,816.89	908.45
Adjusted SFE Units	<u>27,636.54</u>	<u>27,636.54</u>
Assessment per Single Family Equivalent Unit		\$40.12

\* All assessments are rounded to lower even penny. Therefore, the budget amount may slightly differ from the assessment rate

Notes to Estimate of Cost:

1. The item, Maintenance and Operation of Improvements provides funding for enhanced maintenance of all parks and recreation facilities on a daily basis, seven days per week. Improvements include mowing turf, trimming and caring for landscaping, fertilization and aeration of grounds and playfields, routine maintenance and safety inspections, painting, replacing/repairing broken or damaged equipment, trash removal and cleanup, irrigation and irrigation system maintenance, and other services as needed.
2. As determined in the following section, at least 25% of the cost of Improvements must be funded from sources other than the assessments to cover any general benefits from the Improvements. Therefore, out of the total cost of Improvements of \$5,971,285, the District must contribute at least \$1,492,821 from sources other than the assessments. The District will contribute much more than this amount, which more than covers any general benefits from the Improvements.
3. This amount is the projected ending fund balance as of June 30, 2019. The Fund Balance shown includes operating reserves and the Capital Improvement Reserve Fund.
4. The Act stipulates that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the Improvement District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the fiscal year, July 1, must be carried over to the next fiscal year. The funds shown under contribution to Reserve Fund / Improvement Fund / Contingency are primarily being accumulated for future capital improvement and capital renovation needs.



## METHOD OF APPORTIONMENT

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### METHOD OF APPORTIONMENT

This section of the Engineer's Report explains the special and general benefits to be derived from the Improvements to park facilities and District maintained property throughout the Park District, and the methodology used to apportion the total assessment to properties within the Improvement District.

The Improvement District consists of all Assessor Parcels within the boundaries of the Pleasant Valley Recreation and Park District. The method used for apportioning the assessment is based upon the proportional special benefits conferred to the properties over and above the general benefits conferred to real property in the Improvement District or to the public at large. Special benefit is calculated for each parcel in the Improvement District using the following process:

1. Identification of all benefit factors derived from the Improvements
2. Identification of the direct advantages (special benefits) received by property in the Improvement District
3. Calculation of the proportion of these benefits that are general
4. Determination of the relative special benefit within different areas within the Improvement District
5. Determination of the relative special benefit per property type
6. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type, property characteristics, improvements on property and other supporting attributes

### DISCUSSION OF BENEFIT

In summary, the assessments can only be levied based on the special benefit to property. Any and all general benefit must be funded from another source. This special benefit is received by property over and above any general benefits from the Improvements. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

*"The determination of whether or not a lot or parcel will benefit from the improvements shall be made pursuant to the Improvement Act of 1911 (Division 7 (commencing with Section 5000)) [of the Streets and Highways Code, State of California]."*

Proposition 218, as codified in Article XIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property:

*"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."*

Since assessments are levied on the basis of special benefit, they are not a tax and are not governed by Article XIII A of the California Constitution.

The SVTA v. SCCOSA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel, in contrast to a general benefit which provides indirect or derivative advantages. The SVTA v. SCCOSA decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

*the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).*

Finally, Proposition 218 twice uses the phrase "over and above" general benefits in describing special benefit. (Art. XIID, sections 2(i) & 4(f).) The SVTA v. SCCOSA decision further clarifies that special benefits must provide a direct advantage to benefiting property and that examples of a special benefit include proximity to a park, expanded or improved access to open space or views of open space.

## **BENEFIT FACTORS**

The special benefits from the Improvements are listed below:

### **EXTENSION OF A PROPERTY'S OUTDOOR AREAS AND GREEN SPACES FOR PROPERTIES WITHIN CLOSE PROXIMITY TO THE IMPROVEMENTS**

In large part because it is cost prohibitive to provide large open land areas on property in the Improvement District, the residential, commercial and other benefiting properties in the Improvement District do not have large outdoor areas and green spaces. The parks in the Improvement District provide these larger outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties with good and close proximity to the Improvements.

According to the industry-standard guidelines established by the National Park and Recreation Association (the "NPR"), neighborhood parks in urban areas have a service

area radius of generally one-half mile and community parks have a service area radius of approximately two miles. The service radii for neighborhood parks and neighborhood green spaces were specifically established to give all properties within this service radii close proximity and easy access to such public land areas. Since proximate and accessible parks serve as an extension of the usable land area for property in the service radii and since the service radii was specifically designed to provide close proximity and access, the parcels within this service area clearly receive a direct advantage and special benefit from the Improvements - and this advantage is not received by other properties or the public at large.

Moreover, almost every neighborhood park in the Improvement District does not provide a restroom or parking lot. Such public amenities were specifically excluded from neighborhood parks because neighborhood parks are designed to be an extension of usable land area specifically for properties in close proximity, and not the public at large or other non-proximate property. The occupants of proximate property do not need to drive to their local park and do not need restroom facilities because they can easily reach their local neighborhood park and can use their own restroom facilities as needed. This is further tangible evidence of the effective extension of land area provided by the Improvements to proximate parcels in the Improvement District and the unique direct advantage the parcels within the Improvement District receive from the Improvements.

An analysis of the service radii for the Improvements finds that all properties in the Improvement District enjoy the distinct and direct advantage of being close and proximate to parks within the Improvement District. As noted in the following section, several Zones of Benefit have been specifically drawn within the Improvement District to further recognize the unique levels of proximity and special benefits to properties in the Improvement District. The benefiting properties in the Improvement District therefore uniquely and specially benefit from the Improvements and several unique areas of special benefits have been narrowly drawn.

#### **PROXIMITY TO IMPROVED PARKS AND RECREATIONAL FACILITIES**

Only the specific properties within close proximity to the Improvements are included in the Improvement District. Therefore, property in the Improvement District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the Improvement District do not share.

In absence of the assessments, the Improvements would not be provided and the parks and recreation areas in the Improvement District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the Improvement District, they provide a direct advantage and special benefit to property in the Improvement District.

### **ACCESS TO IMPROVED PARKS, OPEN SPACE AND RECREATIONAL AREAS**

Since the parcels in the Improvement District are nearly the only parcels that enjoy close access to the Improvements, they directly benefit from the unique close access to improved parks, open space and recreation areas that are provided by the Assessments. This is a direct advantage and special benefit to property in the Improvement District.

### **IMPROVED VIEWS**

The Park District, by maintaining the landscaping at its park, recreation and open space facilities provides improved views to properties with direct line-of-sight as well as other local properties which benefit from improved views when the Improvements are accessed or passed. Therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the Improvement District.

### **BENEFIT FINDING**

In summary, real property located within the boundaries of the Improvement District distinctly and directly benefits from closer proximity, access and views of improved parks, recreation facilities, open space, landscaped corridors, greenbelts, trail systems and other public resources funded by the Assessments. The Improvements are specifically designed to serve local properties in the Improvement District, not other properties or the public at large. The public at large and other properties outside the Improvement District receive only limited benefits from the Improvements because they do not have proximity, good access or views of the Improvements. These are special benefits to property in the Improvement District in much the same way that sewer and water facilities, sidewalks and paved streets enhance the utility and desirability of property and make them more functional to use, safer and easier to access.

### **GENERAL VERSUS SPECIAL BENEFIT**

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

<b>Total Benefit</b>	<b>=</b>	<b>General Benefit</b>	<b>+</b>	<b>Special Benefit</b>
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There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not "particular

and distinct” and are not “over and above” benefits received by other properties. SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

The starting point for evaluating general and special benefits is the current, baseline level of service. The assessment will fund Improvements “over and above” this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

<b>General Benefit</b>	<b>=</b>	<b>Benefit to real property outside of improvement district</b>	<b>+</b>	<b>Benefit to real property inside of improvement district</b>	<b>+</b>	<b>Benefit to public at large</b>
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Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In this assessment, as noted, properties in the Improvement District have close and unique proximity, views and access to the Improvements and uniquely improved desirability from the Improvements. Other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the Improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special, and is only minimally received by property outside the Improvement District or the public at large.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided within the assessment district. It is also important to note that the improvements and services funded by the assessments in Pomona are similar to the improvements and services funded by the Assessments described in this Engineer’s Report and the Court found these improvements and services to be 100% special benefit. Also similar to the assessments in Pomona, the Assessments described in this Engineer’s Report fund improvements and services directly provided within the Assessment District and every benefiting property in the Assessment District enjoys proximity and access to the Improvements. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments. However, in this Report, the general benefit is more conservatively estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

## CALCULATING GENERAL BENEFIT

In this section, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

### BENEFIT TO PROPERTY OUTSIDE THE IMPROVEMENT DISTRICT

Properties within the Improvement District receive almost all of the special benefits from the Improvements because properties in the Improvement District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the Improvement District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside the Improvement District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments.

The properties outside the Improvement District and within the proximity radii for neighborhood parks in the Improvement District receive benefits from the Improvements. Since these properties are not assessed for their benefits because they are outside of the area that can be assessed by the District, this is form of general benefit to the public at large and other property. A 50% reduction factor is applied to these properties because they are geographically on only one side of the Improvements and are over twice the average distance from the Improvements compared to properties in the Assessment District. The general benefit to property outside of the Improvement District is calculated as follows with the parcel and data analysis performed by SCI Consulting Group.

#### **Assumptions:**

3,616 parcels outside the district but within either 0.5 miles of a neighborhood park or 2.0 miles of a community park within the Improvement District.

25,370 parcels in the Improvement District.

50% relative benefit compared to property within the Improvement District.

#### **Calculation of General Benefit to Property Outside the Improvement District**

$$(3,616 / (25,370 + 3,615)) * 0.5 = 6.2\%$$

Although it can reasonably be argued that Improvements inside, but near the Park District boundaries are offset by similar park and recreational improvements provided outside, but near the Park District's boundaries, we use the more conservative approach of finding that 6.2% of the Improvements may be of general benefit to property outside the Improvement District.

### **BENEFIT TO PROPERTY *INSIDE* THE DISTRICT THAT IS *INDIRECT AND DERIVATIVE***

The “indirect and derivative” benefit to property within the Improvement District is particularly difficult to calculate. A solid argument can be presented that all benefit within the Improvement District is special, because the Improvements are clearly “over and above” and “particular and distinct” when compared with the baseline level of service and the unique proximity, access and views of the Improvements enjoyed by benefiting properties in the Improvement District.

Nevertheless, the SVTA vs. SCCOSA decision indicates there may be general benefit “conferred on real property located in the district”. A measure of the general benefits to property within the Assessment area is the percentage of land area within the Improvement District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 2.0% of the land area in the Improvement District is used for such regional purposes, so this is a measure of the general benefits to property within the Improvement District.

### **BENEFIT TO THE PUBLIC AT LARGE**

The general benefit to the public at large can be estimated by the proportionate amount of time that the Park District’s parks and recreational facilities are used and enjoyed by individuals who are not residents, employees, customers or property owners in the Park District<sup>1</sup>. A survey of park and recreation facility usage conducted by SCI Consulting Group found that less than 5% of the Park District’s facility usage is by those who do not live or work within District boundaries.<sup>2</sup> When people outside the Improvement District use parks, they diminish the availability of parks for people within the Improvement District. Therefore, another 5% of general benefits are allocated for people within the Improvement District. Combining these two measures of general benefits, we find that 10% of the benefits from the Improvements are general benefits to the public at large.

### **TOTAL GENERAL BENEFITS**

Using a sum of these three measures of general benefit, we find that approximately 18.2% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

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<sup>1</sup> . When District facilities are used by those individuals, the facilities are not providing benefit to property within the Park District. Use under these circumstances is a measure of general benefit. For example, a non-resident who is drawn to utilize the Park District facilities and shops at local businesses while in the area would provide special benefit to business properties as a result of his or her use of the Improvements. Conversely, one who uses Park District facilities but does not reside, work, shop or own property within the Park District boundaries does not provide special benefits to any property and is considered to be a measure of the general benefits.

<sup>2</sup> . A total of 200 park users were surveyed on different days and times during the months of November and December 2000. Nine respondents (4.5%) indicated that they did not reside or work within the Park District.

**General Benefit Calculation**

**6.2% (Outside the Assessment District)**  
**+ 2.0% (Inside the district – indirect and derivative)**  
**+ 10.0% (Public at Large)**  
**= 18.2% (Total General Benefit)**

Although this analysis finds that 18.2% of the assessment may provide general benefits, the Assessment Engineer establishes a requirement for a minimum contribution from sources other than the assessments of 25%. This minimum contribution above the measure of general benefits will serve to provide additional coverage for any other general benefits.

The Park District's total budget for maintenance and improvement of its parks and recreational facilities is \$5,971,285. Of this total budget amount, the Park District will contribute \$4,866,842 from sources other than the assessments for park maintenance and operation. This contribution by the Park District equates to approximately 82% of the total budget for maintenance and improvements and constitutes far more than the amount attributable to the general benefits from the Improvements.

### ZONES OF BENEFIT

The Pleasant Valley Recreation and Park District's parks and recreation facilities are generally concentrated in the areas encompassing the City of Camarillo. The outlying, generally more rural areas of the Park District have limited park and recreation facilities and properties in these areas (collectively "area") are generally less proximate to the Improvements. Therefore, this area receives relatively lesser special benefits from the assessments than properties located within the City of Camarillo. This area of lesser benefit is defined to include all parcels within District boundaries that are located outside of the City limits, excluding the upper northwest section of the unincorporated areas of the Park District, generally known as the Heights and Spanish Hills<sup>3</sup>. This area is hereinafter referred to as Zone of Benefit B or Zone B and is depicted on the Assessment Diagram included with this Report. All parcels within the City of Camarillo or within the unincorporated areas described as the Heights or Spanish Hills are classified into Zone of Benefit A or Zone A.

Relative proximity and access to the Park District's facilities is a measure of the level of special benefit conferred by the assessments. Parcels in Zone B are approximately four times farther removed from the Park District's facilities as those within Zone A; therefore

<sup>3</sup> . The area of Heights and Spanish Hills is generally located in the northwest unincorporated section of the Park District. The Las Posas Equestrian Park and Springville Park is located within this area. In addition, this area has similar proximity to the Park District's parks and facilities as do other parcels within the City of Camarillo.



these properties are determined to receive 1/4 (25%) the level of benefit as those within Zone A.

Leisure Village and The Springs are two retirement communities generally located on the eastern side of the City of Camarillo. Both communities provide their own recreational facilities and programs to their residents, and the Park District does not own or maintain facilities within the two communities. Consequently, the recreational facilities and services offered by Leisure Village and The Springs offset some of the benefits provided by the Park District's facilities, so these properties receive lower levels of special benefit. Although the residents and employees of Leisure Village and The Springs use facilities within each community, they also can and do utilize the Park District's facilities and programs, such as the Senior Center, Community Center, and Pleasant Valley pool.

A survey of property owners conducted by Godbe Research and Analysis in August 2000, found that property owners in these communities utilized Park District facilities generally approximately at one-half the frequency of property owners outside these communities. Using relative frequency of use as a measure of benefit, the Engineer has determined that a benefit of 1/2 the level of benefit as those within Zone A is appropriate. Therefore, properties in Leisure Village and The Springs are classified into Zone of Benefit C or Zone C and are determined to receive a benefit of 1/2 (50%) the level of benefit as those within Zone A.

The summary of parcels and assessments by Zone of Benefit is listed in the following table.

**TABLE 2 - SUMMARY OF PARCELS AND ASSESSMENTS BY ZONE OF BENEFIT**

	<i>Zone of Benefit</i>			<i>Total</i>
	<i>A</i>	<i>B</i>	<i>C</i>	
Total Parcels	23,072	771	2,397	26,240
SFE Units (Unadjusted for Benefit Weighting)	26,604.78	493.24	1,816.89	28,914.91
Benefit Adjustment Factor	100%	25%	50%	
Assessment Rate per SFE	\$40.12	\$10.03	\$20.06	
Total Assessment	\$1,067,383.77	\$4,947.20	\$36,446.81	\$1,108,777.78

The Zones of Benefit are shown on the Assessment Diagram and are listed for each parcel on the Assessment Roll.

Assessed properties within the Improvement District are within the industry-accepted proximity/service area for parks and recreation facilities. As noted, these proximity radii were specifically established to only encompass properties with good proximity and access to local parks and in effect make local parks within the proximity radii an extension of

usable land area for the properties in the area. Since all parcels in the Improvement District have good access and proximity to the Improvements and the benefits to relatively closer proximity are offset by other factors, additional proximity is not considered to be a factor in determining benefit within each Zone of Benefit. In other words, the boundaries of the Improvement District and the Zones of Benefit have been narrowly drawn to include only properties that have good proximity and access and will specially benefit from the Improvements.

The SVTA vs. SCCOSA, 44 Cal.4<sup>th</sup> 431, 456, decision indicates:

*In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not “particular and distinct” and are not “over and above” the benefits received by other properties “located in the district.”*

*We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefiting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district’s property values).*

In the Improvement District, the advantage that each parcel receives from the Improvements is direct, and the boundaries are narrowly drawn to include only parcels that benefit from the assessment. Therefore, the even spread of assessment throughout each narrowly drawn Zone of Benefit is indeed consistent with the SVTA vs. SCCOSA decision and satisfies the “direct relationship to the ‘locality of the improvement.’” standard.

#### **METHOD OF ASSESSMENT AND PROPORTIONALITY**

As previously discussed, the assessments provide specific Improvements that confer direct and tangible special benefits to properties in the Improvement District. These benefits can partially be measured by the occupants on property in the Improvement District because such parcel population density is a measure of the relative benefit a parcel receives from the Improvements. Therefore, the apportionment of benefit is partially based the population density of parcels.

It should be noted that many other types of “traditional” assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population

density of the parcels assessed. Moreover, assessments have a long history of use in California and are in large part based on the principle that benefits from a service or improvement funded by assessments that is enjoyed by tenants and other non-property owners ultimately is conferred directly to the underlying property.<sup>4</sup>

The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single family home, or, in other words, on the basis of Single Family Equivalents (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Engineer's Report, all properties are designated a SFE value, which is each property's relative benefit in relation to a single family home on one parcel. In this case, the "benchmark" property is the single family detached dwelling which is one Single Family Equivalent or one SFE.

In the process of determining the appropriate method of assessment, the Engineer considered various alternatives. For example, an assessment only for all residential improved property was considered but was determined to be inappropriate because commercial, industrial and other properties also receive direct benefits from the Improvements.

Moreover, a fixed or flat assessment for all properties of similar type was deemed to be inappropriate because larger properties receive a higher degree of benefit than other similarly used properties that are significantly smaller. (For two properties used for commercial purposes, there is clearly a higher benefit provided to the larger property in comparison to a smaller commercial property because the larger property generally supports a larger building and has higher numbers of employees, customers and guests that would benefit from proximity and improved access to well maintained and improved parks and recreational facilities. So the potential population of employees or residents is a measure of the special benefits received by the property.) Larger parcels, therefore, receive an increased benefit from the assessments.

Finally, the special benefits derived from the assessments are conferred on property and are not based on a specific property owner's use of the improvements, or a specific property owner's occupancy of property or the property owner's demographic status such

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<sup>4</sup> For example, in *Federal Construction Co. v. Ensign* (1922) 59 Cal.App. 200 at 211, the appellate court determined that a sewer system specially benefited property even though the direct benefit was to the people who used the sewers: "Practically every inhabitant of a city either is the owner of the land on which he resides or on which he pursues his vocation, or he is the tenant of the owner, or is the agent or servant of such owner or of such tenant. And since it is the inhabitants who make by far the greater use of a city's sewer system, it is to them, as lot owners or as tenants, or as the servants or agents of such lot owners or tenants, that the advantages of actual use will redound. But this advantage of use means that, in the final analysis, it is the lot owners themselves who will be especially benefited in a financial sense."

as age or number of dependents. However, it is ultimately people who value the special benefits described above and use and enjoy the Park District's park and recreational facilities. In other words, the benefits derived to property are related to the average number of people who could potentially live on, work at, or otherwise could use a property, not how the property is currently used by the present owner. Therefore, the number of people who could or potentially live on, work at or otherwise use a property is one indicator of the relative level of benefit received by a property.

In conclusion, the Assessment Engineer determined that the appropriate method of assessment apportionment should be based on the type and use of property, the relative size of the property, its relative population and usage potential, its location and its proximity to parks and recreational facilities. Furthermore, the proportional special benefit derived by each identified parcel is apportioned based upon the following:

1. The entirety of the capital cost of the Improvements;
2. The maintenance and operation expenses of the Improvements;
3. And the cost of the property-related service being provided.

This method is further described below.

Pursuant to the Landscape and Lighting Act of 1972 and Article XIID of the Constitution of the State of California, all parcels that have special benefit conferred upon them as a result of the Improvements shall be identified and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire cost of the Improvements. Only parcels that receive direct special benefit are assessed, and each parcel is assessed in proportion to the estimated benefit received.

Each parcel's benefit is determined by the difference between the general and special benefits being conferred on the properties by the Improvements; and the proportion of the special benefit conferred on the various land uses within the Assessment District. This method is further depicted below.

**EQUATION 1 – SPECIAL BENEFIT APPORTIONMENT FACTORS**

<p><b>Special Benefit</b> <math>\approx \Sigma</math></p>	<p><b>(Special Benefit apportionment factors including use property type, size, location, and proximity to Improvements)</b></p>
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The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a "benchmark" property, a single family detached dwelling on one parcel (one "Single Family Equivalent Unit" or "SFE"). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefits and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. In this Engineer's Report, all properties are assigned an SFE value, which is each property's

relative special benefit in relation to a single family home on one parcel (the benchmark parcel). The formula for this special benefit assignment is as follows.

#### EQUATION 2 – RELATIVE SPECIAL BENEFIT (SFE)

$$\text{Relative Special Benefit} \approx \frac{\text{Special Benefit for a Specific Parcel}}{\text{Special Benefit for the Benchmark Parcel}}$$

Finally, to apportion the cost of Improvements to each parcel the total cost of the Improvements funded by the Assessments is divided by the total SFE benefit units assigned to all parcels. The resulting rate per SFE unit is then multiplied by the SFE units assigned to a parcel to determine the proportional assessment for each parcel.

#### EQUATION 3 – ASSESSMENT APPORTIONMENT

$$\text{Assessment for Parcel} = \frac{\text{Entire Cost of Improvements}}{\text{Total SFE Benefit Units}} * (\text{SFE Benefit Units for Parcel})$$

### METHOD OF APPORTIONMENT

#### RESIDENTIAL PROPERTIES

Certain residential properties in the Improvement District that contain a single residential dwelling unit are assigned one Single Family Equivalent or 1.0 SFE. Traditional houses, zero-lot line houses and townhomes are included in this category.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the improvements in proportion to the number of dwelling units that occupy each property and the average number of people who reside in multi-family residential units versus the average number of people who reside in a single family home. The population density factors for the Pleasant Valley Recreation and Park District, as depicted below, provide the basis for determining the SFE factors for residential properties. Using the total population in a certain property type in the area of the Park District from the 1990 Census and dividing it by the total number of such households, finds that approximately 3.32 persons occupy each single family residence, whereas an average of 2.16 persons occupy each multi-family residence. Using the ratio of one SFE for each single-family residence, which equates to one SFE for every 3.32 persons, 0.65 SFE would equate to one multi-family unit or 0.65 SFE for every 2.16 residents. Likewise, each condominium unit receives 0.71 SFE and each mobile home receives 0.51 SFE.

**TABLE 3 - RESIDENTIAL DENSITY AND ASSESSMENT FACTORS**

	<i>Total Population</i>	<i>Occupied Households</i>	<i>Persons per Household</i>	<i>SFE Factor</i>
Single Family Residential	34,333	10,343	3.32	1.00
Condominium	9,464	4,030	2.35	0.71
Multi-Family Residential	5,633	2,602	2.16	0.65
Mobile Home on Separate Lot	1,712	1,014	1.69	0.51

Source: 1990 Census, city of Camarillo (the most recent data available when the Improvement District was established).

The single family equivalency factor of 0.65 per dwelling unit for multifamily residential properties applies to such properties with 20 or fewer units. Properties in excess of 20 units typically offer on-site recreational amenities and other facilities that tend to offset some of the benefits provided by the improvements. Therefore the benefit for properties in excess of 20 units is determined to be 0.65 SFE per unit for the first 20 units and 0.10 SFE per each additional unit in excess of 20 dwelling units.

#### **COMMERCIAL/INDUSTRIAL PROPERTIES**

SFE values for commercial and industrial land uses are based on the equivalence of special benefit on a land area basis between single family residential property and the average commercial/industrial property. The SFE values for various commercial and industrial land uses are further defined by using average employee densities because the special benefit factors described previously can be measured by the average number of people who work at commercial/industrial properties.

In order to determine employee density factors, the findings from the San Diego Association of Governments Traffic Generators Study (the "SANDAG Study") are used because these findings were approved by the State Legislature as being a good representation of the average number of employees per acre of land area for commercial and industrial properties. As determined by the SANDAG Study, the average number of employees per acre for commercial and industrial property is 24.

In comparison, the average number of people residing in a single family home in the area is 3.32. Since the average lot size for a single family home in the Park District is approximately 0.27 acres, the average number of residents per acre of residential property is 12.30.

The employee density per acre is generally 2 times the population density of single family residential property per acre (24 employees per acre / 12.3 residents per acre). Therefore, the average employee density can be used as the basis for allocating benefit to commercial or industrial property since a commercial/industrial property with 2 employees receives generally similar special benefit to a residential property with 1 resident. This factor of equivalence of benefit between 1 resident to 2 employees is the basis for

allocating commercial/industrial benefit. Table 4 shows the average employees per acre of land area or portion thereof for commercial and industrial properties and lists the relative SFE factors per quarter acre for properties in each land use category.

Commercial and industrial properties in excess of 5 acres generally involve uses that are more land intensive relative to building areas and number of employees (lower coverage ratios). As a result, the benefit factors for commercial and industrial property land area in excess of 5 acres is determined to be the SFE rate per quarter acre for the first 5 acres and the relevant SFE rate per each additional acre over 5 acres.

Institutional properties that are used for residential, commercial or industrial purposes are also assessed at the appropriate residential, commercial or industrial rate.

**TABLE 4 - COMMERCIAL/INDUSTRIAL DENSITY AND ASSESSMENT FACTORS**

<i>Type of Commercial/Industrial Land Use</i>	<i>Average Employees Per Acre <sup>1</sup></i>	<i>SFE Units per 1/4 Acre <sup>2</sup></i>
Commercial	24	1.00
Office	68	2.83
Shopping Center	24	1.00
Industrial	24	1.00
Self Storage or Parking Lot	1	0.04

1. Source: San Diego Association of Governments Traffic Generators Study.

2. The SFE factors for commercial and industrial parcels are applied by the quarter acre of land area or portion thereof. (Therefore, the minimum assessment for any assessable parcel in these categories is the SFE Units listed herein.)

## VACANT PROPERTIES

The benefit to vacant properties is determined to be proportional to the corresponding benefits for similar type developed properties; however, at a lower rate due to the lack of improvements on the property. A measure of the benefits accruing to the underlying land is the average value of land in relation to improvements for developed property. An analysis of the Fiscal Year 2000-01 assessed valuation data from the County of Ventura, found that 35% of the assessed value of improved properties is classified as the land value. It is reasonable to assume, therefore, that approximately 35% of the benefits are related to the underlying land and 65% are related to the improvements and the day to day use of the property. Using this ratio, the SFE factor for vacant parcels is 0.35 per parcel.

As properties are approved for development, their value increases. Likewise, the special benefits received by vacant property increases as the property is approved for development, or becomes closer to being improved. When property is approved for development with a final map, the property has passed the final significant hurdle to development and can shortly undergo construction. Since the property is nearing the point

of development, its special benefits increase. In addition, these properties are generally sold soon after completion of improvements, so the properties receive the additional benefit of desirability from prospective buyers due to the special benefits provided by proximity to improved parks and recreational facilities of the Park District. It is therefore determined that property with final map approval receives 50% of the relative benefit to improved property of similar use-type.

#### **OTHER PROPERTIES**

Article XIID provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment.

All properties that are specially benefited are assessed. Other publicly owned property that is used for business purposes similar to private residential, commercial, industrial or institutional uses is benefited and assessed at the same rate as such privately owned property.

Miscellaneous, small and other parcels such as roads, right-of-way parcels, and common areas typically do not generate significant numbers of employees, residents, customers or guests and have limited economic value. These miscellaneous parcels receive minimal benefit from the Improvements and are assessed an SFE benefit factor of 0.

#### **DURATION OF ASSESSMENT**

It is proposed that the Assessment be levied for fiscal year 2001-02 and continued every year thereafter, so long as the parks and recreational areas need to be improved and maintained. Pleasant Valley Recreation and Park District requires funding from the Assessments for its Improvements in the Improvement District. As noted previously, the Assessment can continue to be levied annually after the Pleasant Valley Recreation and Park District Board of Directors approves an annually updated Engineer's Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the District Board of Directors must hold an annual public hearing to continue the Assessment.

#### **APPEALS AND INTERPRETATION**

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the General Manager or her or his designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the General Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the General Manager or her or his designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the General Manager or his or her designee is



authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the General Manager or her or his designee, shall be referred to the Board of the Pleasant Valley Recreation and Park District and the decision of the Board of the Pleasant Valley Recreation and Park District shall be final.

## ASSESSMENT

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**WHEREAS**, on February 7, 2018 the Pleasant Valley Recreation and Park District Board of Directors adopted its Resolution Designating Engineer of Work, and Directing Preparation of the Engineer's Report for the Pleasant Valley Recreation and Park District, County of Ventura, California;

**WHEREAS**, said Resolution directed the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs, a diagram for the Improvement District and an assessment of the estimated costs of the improvements upon all assessable parcels within the Improvement District, to which Resolution and the description of the Improvements therein contained, reference is hereby made for further particulars;

**NOW, THEREFORE**, the undersigned, by virtue of the power vested in me under said Act and the order of the Board of said Pleasant Valley Recreation and Park District, hereby make the following assessment to cover the portion of the estimated cost of the improvements, and the costs and expenses incidental thereto to be paid by the Improvement District.

The amount to be paid for the Improvements and the expense incidental thereto, to be paid by the Improvement District for the fiscal year 2018-19 is generally as follows:

**TABLE 5 - SUMMARY COST ESTIMATE**

	<i>F.Y. 2018-19 Budget</i>
Parks Maintenance	\$4,273,770
Parks Improvements	\$1,658,409
Contingency and Reserve	\$764,526
Incidental Expenses	\$39,106
<b>TOTAL BUDGET</b>	<u>\$6,735,811</u>
Less:	
Beginning Fund Balance (July 1, 18)	(\$760,191)
Park District Contribution	<u>(\$4,866,842)</u>
<b>NET AMOUNT TO ASSESSMENTS</b>	<u>\$1,108,778</u>

As required by the Act, an Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the Improvement District. The distinctive number of each parcel or lot of land in the said Improvement District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion said net amount of the cost and expenses of said improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within said Improvement District, in accordance with the special benefits to be

received by each parcel or lot, from the improvements, and more particularly set forth in the Cost Estimate and Method of Assessment hereto attached and by reference made a part hereof.

The assessment is subject to an annual adjustment tied to the Consumer Price Index-U for the Los Angeles Area as of December of each succeeding year (the "CPI"), with a maximum annual adjustment not to exceed 3%. Any change in the CPI in excess of 3% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 3%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the minimum of 1) 3% or 2) the change in the CPI plus any Unused CPI as described above.

The change in the CPI from December 2016 to December 2017 was 3.60%. Therefore, the maximum authorized assessment rate for fiscal year 2018-19 is increased by 3.00% which equates to \$40.12 per single family equivalent benefit unit. The estimate of cost and budget in this Engineer's Report proposes assessments for fiscal year 2018-19 at the rate of \$40.12.

The assessment is made upon the parcels or lots of land within the Improvement District in proportion to the special benefits to be received by the parcels or lots of land, from said improvements.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Ventura for the fiscal year 2018-19. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of said County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2018-19 for each parcel or lot of land within the Improvement District.

Dated: April 17, 2018

Engineer of Work



A handwritten signature in black ink, appearing to read "John W. Bliss". The signature is written in a cursive style with a large initial "J".

By \_\_\_\_\_  
John Bliss, License No. C52091

## ASSESSMENT DIAGRAM

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The Improvement District includes all properties within the boundaries of the Pleasant Valley Recreation and Park District. The boundaries of the Improvement District are displayed on the following Assessment Diagram. The lines and dimensions of each lot or parcel within the Improvement District are those lines and dimensions as shown on the maps of the Assessor of the County of Ventura, for fiscal year 2018-19, and are incorporated herein by reference, and made a part of this Diagram and this Report.

(This page intentionally left blank.)

FILED IN THE OFFICE OF THE GENERAL MANAGER  
 OF THE PLEASANT VALLEY RECREATION AND  
 PARK DISTRICT, COUNTY OF VENTURA,  
 CALIFORNIA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

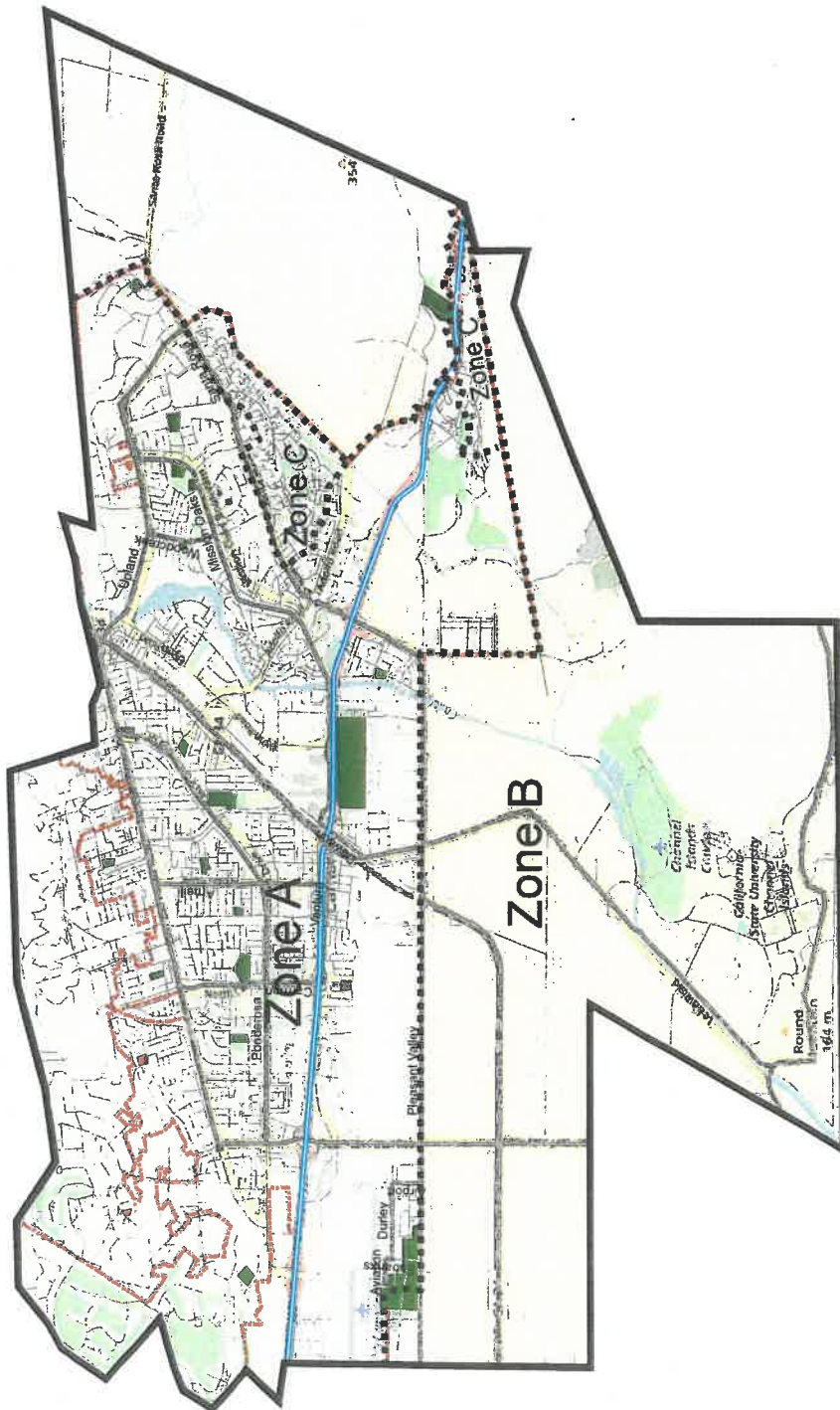
GENERAL MANAGER \_\_\_\_\_  
 RECORDED IN THE OFFICE OF THE GENERAL  
 MANAGER OF THE PLEASANT VALLEY  
 RECREATION AND PARK DISTRICT,  
 COUNTY OF VENTURA, CALIFORNIA, THIS  
 \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

GENERAL MANAGER \_\_\_\_\_

AN ASSESSMENT WAS CONFIRMED AND  
 LEVIED BY THE BOARD OF DIRECTORS OF  
 THE PLEASANT VALLEY RECREATION AND PARK  
 DISTRICT ON THE LOTS, PIECES AND PARCELS  
 OF LAND ON THIS ASSESSMENT DIAGRAM ON THE  
 \_\_\_\_ DAY OF \_\_\_\_\_, 2018  
 FOR FISCAL YEAR 2018-19 AND SAID ASSESSMENT  
 DIAGRAM AND THE ASSESSMENT ROLL FOR SAID  
 FISCAL YEAR WERE FILED IN THE OFFICE OF THE  
 COUNTY AUDITOR OF THE COUNTY OF VENTURA  
 ON THE \_\_\_\_ DAY OF \_\_\_\_\_,  
 2018. REFERENCE IS HEREBY MADE TO SAID  
 RECORDED ASSESSMENT ROLL FOR THE EXACT  
 AMOUNT OF EACH ASSESSMENT LEVIED AGAINST  
 EACH PARCEL OF LAND.

GENERAL MANAGER \_\_\_\_\_  
 FILED THIS \_\_\_\_ DAY OF \_\_\_\_\_  
 2018, AT THE HOUR OF \_\_\_\_ O'CLOCK  
 \_\_\_\_ M. IN THE OFFICE OF THE COUNTY  
 AUDITOR OF THE COUNTY OF VENTURA,  
 STATE OF CALIFORNIA, AT THE REQUEST OF  
 THE BOARD OF DIRECTORS OF THE PLEASANT  
 VALLEY RECREATION AND PARK DISTRICT.

COUNTY AUDITOR, COUNTY OF VENTURA



Note:  
 REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS  
 OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE  
 COUNTY OF VENTURA FOR A DETAILED DESCRIPTION OF  
 THE LINES AND DIMENSIONS OF ANY PARCELS SHOWN  
 HEREIN. THOSE MAPS SHALL GOVERN FOR ALL DETAILS  
 CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS.  
 EACH PARCEL IS IDENTIFIED IN SAID MAPS BY ITS DISTINCTIVE  
 ASSESSOR'S PARCEL NUMBER.

**Legend**

- Interstate
- Major Road
- Local Road
- Parks
- District Boundary Line
- City boundaries
- Zone of Benefit Boundary

N  
 W      E  
 S

SCI Consulting Group  
 4746 Mangels Blvd  
 Fairfield, Ca 94534  
 707-430-4300

**Pleasant Valley Recreation and Park District  
 Park Maintenance and Recreation Improvement District  
 Assessment Diagram**

## **APPENDIX A - 2018-19 ASSESSMENT ROLL**

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Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this report. These records shall govern for all details concerning the description of the lots or parcels.



**Pleasant Valley RPD  
Park Maintenance and Recreation Improvement District Assessment Summary**

FISCAL YEAR	MAX RATE	ACTUAL RATE LEVIED	ACTUAL INCREASE USED	ACTUAL CPI CHANGE	UNUSED CPI	TOTAL ASSESSMENT
2001-02 Rate	\$27.00	\$27.00				\$674,157
2002-03 Rate	\$27.57	\$27.56	2001 CPI	2.10%	2.07%	\$685,696
2003-04 Rate	\$28.40	\$28.40	2002 CPI	3.00%	3.73%	\$717,023
2004-05 Rate	\$29.12	\$29.10	2003 CPI	2.53%	1.80%	\$735,585
2005-06 Rate	\$29.99	\$29.10	2004 CPI	3.00%	4.39%	\$751,297
2006-07 Rate	\$30.89	\$30.88	2005 CPI	3.00%	4.46%	\$810,017
2007-08 Rate	\$31.82	\$31.80	2006 CPI	3.00%	3.29%	\$852,747
2008-09 Rate	\$32.77	\$32.76	2007 CPI	3.00%	4.16%	\$882,629
2009-10 Rate	\$33.75	\$33.74	2008 CPI	3.00%	0.11%	\$906,918
2010-11 Rate	\$34.76	\$34.76	2009 CPI	3.00%	1.83%	\$942,344
2011-12 Rate	\$35.30	\$35.30	2010 CPI	1.58%	1.34%	\$960,711
2012-13 Rate	\$36.06	\$36.06	2011 CPI	2.17%	2.17%	\$981,609
2013-14 Rate	\$36.76	\$36.76	2012 CPI	1.93%	1.93%	\$999,880
2014-15 Rate	\$37.18	\$37.18	2013 CPI	1.14%	1.14%	\$1,011,822
2015-16 Rate	\$37.44	\$37.44	2014 CPI	0.72%	0.72%	\$1,025,179
2016-17 Rate	\$38.20	\$38.20	2015 CPI	2.03%	2.03%	\$1,051,630
2017-18 Rate	\$38.95	\$38.95	2016 CPI	1.96%	1.96%	\$1,074,595
2018-19 Rate	\$40.12		2017 CPI	3.00%	3.60%	

Unused CPI Balance 0.00%

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
STAFF REPORT / AGENDA REPORT**

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Nick Marienthal, Park Supervisor**

**DATE: May 2, 2018**

**SUBJECT: CONSIDERATION AND APPROVAL OF BID AWARD  
FOR TENNIS COURT RESURFACING AND COURT  
CONVERSION AT BOB KILDEE PARK**

**RECOMMENDATION**

It is recommended that the Board approve and authorize the General Manager to enter into agreement with Trueline Construction & Surfacing for the tennis court resurfacing and pickleball court conversion at Bob Kildee Park.

**BACKGROUND**

Over the past year the District has continued to see an increase in pickleball players within our community. Both the Board and staff have been approached on several occasions to find time and space to accommodate this growing program.

The National Recreation and Park Association recognizes that one tennis court should be available for every 4,300-people living in a community. As a sport, tennis is stable with the number of people playing on a national and local level. To meet the national criteria, the District would only need to offer 16 courts; however, the District currently has 22 tennis courts. Pickleball is a growing sport with up to 2.1 million people playing on a national level. There is not a criterion set for how many pickleball courts per capita should be available at this time as the sport is relatively new in comparison to other sports.

To better assess the number of pickleball players in the community and to also respond to their requests for courts, recreation staff reviewed the Freedom Park Gymnasium schedule and found three days per week to dedicate to pickleball play. These are multi-use courts and participation ranges from 30-40 players per week. As part of the continued progression the District hired a contract instructor to both teach pickleball lessons as well as run a pickleball league. This past fall there were approximately 35 participants signed up for lessons and league play.

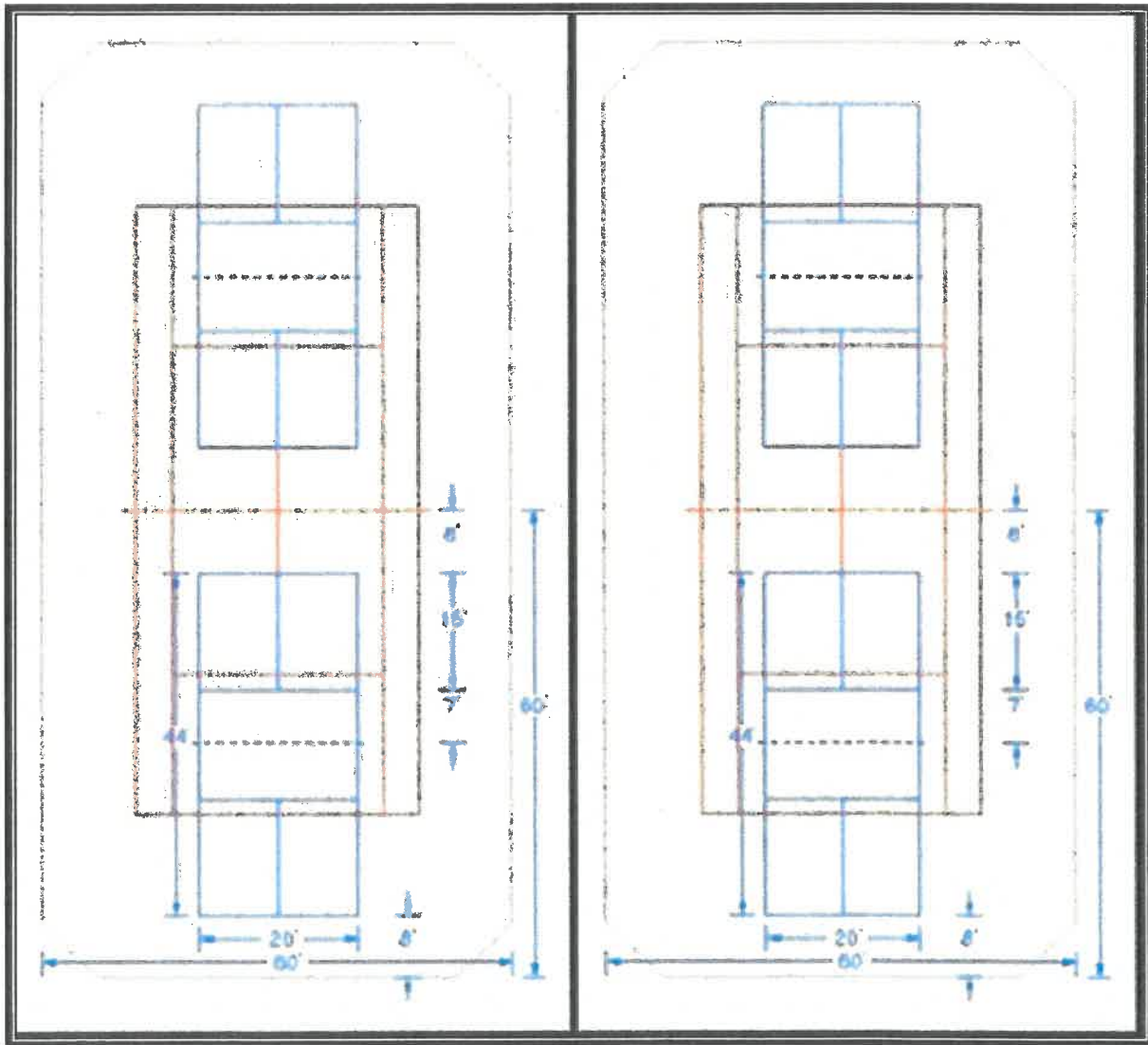
At the March 2018 Board Meeting, the Board approved a budget of \$68,400 and the release of a request for proposal for the resurfacing, court conversion, and fence repair. There was a mandatory job walk March 21, 2018. Three companies attended the mandatory job walk and of those three companies, only two submitted proposals with Trueline Construction & Surfacing being the lowest bidder.

**ANALYSIS**

Staff presented to the Board three different options and cost updates at the January 2018 Board Meeting. Staff was directed to proceed with option C, which included keeping three permanent tennis courts, converting two tennis courts into four permanent pickleball courts, converting one tennis court into a multi-use court, resurfacing all courts and repairing the fence.

Based on the increased number of pickleball players and the national average of tennis courts a community should have, converting these courts will provide pickleball players dedicated space for this growing sport. This plan will also involve converting courts 4 and 5 back to tennis by eliminating the existing pickleball lines and repainting for tennis.

### Configuration for 4 Pickleball Courts on Courts 1 & 2



### FISCAL IMPACT

The District allocated \$68,400 from Capital funds for this project. The lowest bid came in at \$36,600 and fence repair at \$9,000 for a total project cost of \$45,600 which would be a cost savings of \$22,800.

**RECOMMENDATION**

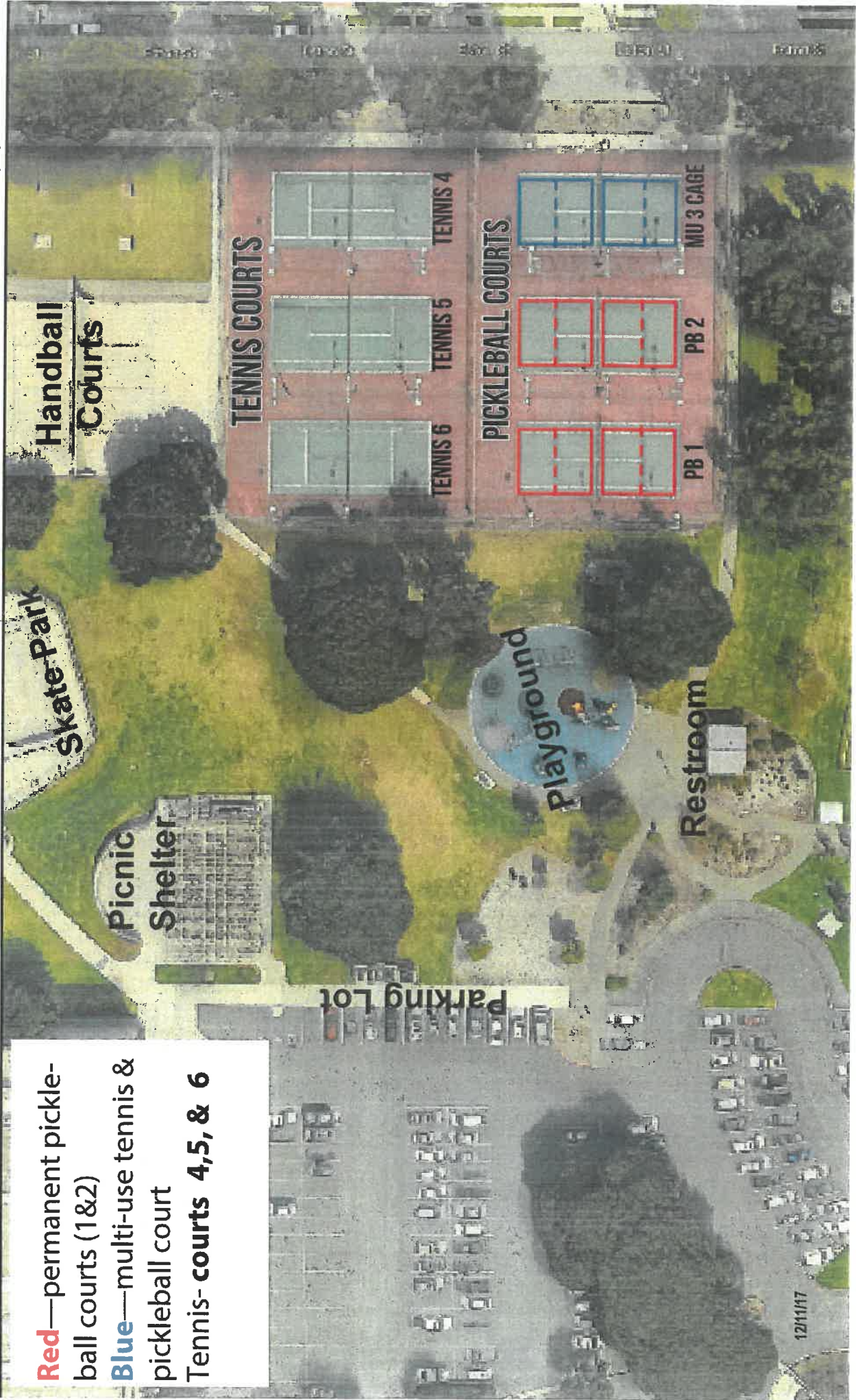
It is recommended that the Board approve and authorize the General Manager to enter into agreement with Trueline Construction & Surfacing for the tennis court resurfacing and pickleball court conversion at Bob Kildee Park.

**ATTACHMENTS**

- 1) Bob Kildee Park Layout (1 page)
- 2) Bid Abstract (1 page)
- 3) Contract Documents (79 pages)

## Bob Kildee Park: potential tennis court conversion to pickleball court(s)

**Red**—permanent pickleball courts (1&2)  
**Blue**—multi-use tennis & pickleball court  
Tennis- courts **4,5, & 6**



**Pleasant Valley  
Recreation and Park  
District**

May 2, 2018

Nick Marienthal

**Bob Kildee Pickleball and Tennis Courts**

		1	2	3	4
Company:	Trueline Construction		Pacific Tennis Courts		
Phone Number:	1 (951) 817-0777		1 (818) 991-7445		
Fax Number:	1 (951) 817-0770		1 (818) 612-9733		
City:	Corona		Moorpark		
Quoted By:	Ed Kruse		Phil Carter		
<b>Bob Kildee Pickleball and Tennis Courts</b>					
Clean and remove all loose debris	YES		YES		
Patch all cracks, spalls and chips	YES		YES		
Convert two (2) tennis courts into four (4) pickleball courts and one (1) tennis court into a multiuse court used by tennis and pickleball	YES		YES		
Apply Primer	YES		YES		
Apply two (2) of textured acrylic paint to match pickleball and tennis court specifications	YES		YES		
Subtotal					
Labor					
Materials					
Permits/ Inspections					
Other:					
<b>Total Cost Lump Sum Bid Amount</b>	<b>\$36,600</b>		<b>\$48,888</b>		

**PLEASANT VALLEY RECREATION AND PARK DISTRICT**

**CONTRACT DOCUMENTS  
SPECIFICATIONS AND STANDARD DRAWINGS**

**TENNIS COURT AND PICKLEBALL PROJECT**

**FISCAL YEAR 2017-2018**

**SPEC NO. BK- TC- 18**

**BID OPENING: Friday, March 9, 2018**

1605 E. Burnley Street  
Camarillo, CA 93010

Phone: (805) 482-1996 / Fax: (805) 482-3468

PLEASANT VALLEY RECREATION & PARK DISTRICT  
CALIFORNIA

CONTRACT DOCUMENTS,  
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

**TENNIS COURT AND PICKLEBALL PROJECT**

**FISCAL YEAR 2017-2018**

**SPEC NO. BK- TC- 18**

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

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Bob Cerasuolo,  
Park Services Manager

RCE \_\_\_\_\_



**PLEASANT VALLEY RECREATION & PARK DISTRICT**  
**TENNIS COURT AND PICKLEBALL PROJECT**

**FISCAL YEAR 2017-2018**

**SPEC NO. BK- TC- 18**

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**PLEASANT VALLEY RECREATION & PARK DISTRICT  
NOTICE INVITING SEALED BIDS**

**FOR THE**

**TENNIS COURT AND PICKLEBALL PROJECT  
SPEC NO. BK- TC- 18**

**PUBLIC NOTICE IS HEREBY GIVEN THAT:**

Sealed bids will be received at the Office of the Pleasant Valley Recreation and Park District, 1605 E. Burnley Street, Camarillo, CA 93010, up to the hour of **2:00 P.M., Wednesday, April 2, 2018**, at which time they will be publicly opened and read aloud in the Administrative Conference Room, **Camarillo, California**, for performing the following work:

**TENNIS COURT AND PICKLEBALL PROJECT  
SPEC NO. BK-TC-18**

All in accordance with the plans, specifications, and other contract documents on file in the Parks Department of the Pleasant Valley Recreation & Park District.

The words **"TENNIS COURT AND PICKLEBALL PROJECT, SPEC. NO. BK-TC-18"** shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Park Services Manager, 1605 E. Burnley Street, Camarillo, CA 93010.

**MANDATORY INFORMATIONAL PRE-BID MEETING.** There will be a Mandatory Informational Pre-Bid meeting **Wednesday, March 21, 2018, at 9:00 A.M., located at 1030 Temple Ave. Camarillo, CA 93010.**

**DESCRIPTION OF WORK:** The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said project to **Tennis Court and Pickleball PROJECT**. The work will take place at 1030 Temple ave. in Camarillo, California 93010, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

**THE PROJECT MANAGER ESTIMATE FOR THIS PROJECT IS: \$50,000.**

**COMPLETION OF WORK:** All work to be done under this contract shall be completed within **Twenty (20) consecutive working days, exclusive of maintenance periods**, beginning on the date stipulated in the written "Notice to Proceed" to be issued by the Project Manager.

**LIQUIDATED DAMAGES:** Liquidated damages of \$250/day will apply to this project. See Special Provisions for detailed information on liquidated damages.

**OBTAINING CONTRACT DOCUMENTS:** Plans, Specifications, and contract documents may be obtained on the District's website at: <http://www.pvrpd.org/parks/capital>. Paper copies are also available in Parks Department, 1605 E. Burnley Street Camarillo, CA 93010, (805) 482-1996, upon payment of a \$30.00 non-refundable fee if picked up, or payment of a \$50.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

**STATE LABOR STANDARDS & WAGE REQUIREMENTS:** In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) as further described in Article IX of the Agreement. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

**AWARD OF CONTRACT:** Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded).

**SUBCONTRACTOR'S LIST:** Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation,, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid \$10,000.00, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

**BID GUARANTY:** Bids must be accompanied by cash, or by cashier's or certified check made payable to the Pleasant Valley Recreation & Park District, or by a **bid bond** executed by an admitted surety insurer on the bond form provided herein, in the amount of **ten percent (10%)** of the amount of bid price, made payable to the Pleasant Valley Recreation & Park District as a guarantee that the bidder, whose bid is accepted, will promptly execute the contract, secure payment of workers' compensation insurance, and furnish a satisfactory **faithful performance bond** in the amount of **one hundred percent (100%)** of the total bid price and a **payment bond** (labor and material bond) in the amount of **one hundred percent (100%)** of the total bid price which complies with all of the requirements of Civil Code Section 9554.

**RETENTION:** The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction. The District in accordance with Public Contract Code Sect. 22300 shall permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

**CONTRACTOR'S LICENSE:** At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of **A or B** in accordance with provisions of California Business and Professions Code Sections 7000 through 7145 and the contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license.

**DISTRICT'S RIGHTS RESERVED:** The District reserves the right to reject any and all bids or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good, and also the bid of the bidder who has been delinquent or unfaithful in any former contract with the Pleasant Valley Recreation & Park District. No bidder may withdraw his or her bid for a period of **sixty (60) days** after the date from the opening thereof.

**BID REGISTRATION:** Interested bidders and third parties shall attend a Pre-bid Conference and Site Inspection on March 21, 2018 commencing at 9:00 am, located at 1030 Temple Ave. Camarillo, CA.

**BID QUESTIONS:** All bid questions shall be submitted by email to Nick Marienthal, at [Nmarienthal@pvrrpd.org](mailto:Nmarienthal@pvrrpd.org) for the benefit of all proposed bidders. The questions shall be submitted no later than 72 hours in advance of bid date for a response.

## **INSTRUCTIONS TO BIDDERS**

**BID REGISTRATION:** Interested bidders and third parties shall attend a Pre-bid Conference and Site Inspection on March 21, 2018 commencing at 9:00 am, located at 1030 Temple Ave. Camarillo, CA. **BID REGISTRATION FOR TENNIS COURT AND PICKLEBALL PROJECT, SPEC NO. BK-TC-18**

**BID FORM:** All bids shall be submitted on the Bid Forms provided herein for the **TENNIS COURT AND PICKLEBALL PROJECT, SPEC NO. BK-TC-18.**

All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any bid not meeting these requirements.

**DELIVERY OF BIDS:** The bids shall be delivered by the time and to the place stipulated in the "Notice Inviting Sealed Bids." It is the bidder's sole responsibility to see that his or her bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Bidders or their authorized agents are invited to be present at bid opening.

**MODIFICATIONS AND ALTERNATIVE BIDS:** Unauthorized conditions, limitations, or provisos attached to a bid will render it unresponsive and may cause its rejection. The complete bid forms shall be without alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Alternative bids will not be considered unless called for. No oral, telegraphic, or telephonic bid or modifications will be considered.

**WITHDRAWAL OF BID:** The bid may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his or her duly authorized representative, and is filed with the Clerk of the Board. **No bid may be withdrawn during the period of sixty (60) days after the opening of bids.**

**BID GUARANTY:** Each bid shall be accompanied by cash, or a cashier's or certified check, or by a bid bond in the amount of **ten percent (10%)** of the amount named in the bid. Said check or bond shall be made payable to the District and shall be given as a guarantee that the bidder, if awarded the work, will enter into a contract within fifteen (15) days after written notice of the award and will furnish the necessary bonds as hereinafter provided. In case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the District. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the District, which is bound herein, and is properly filled out and executed.

**DISCREPANCIES IN BIDS:** In case of discrepancy between numeric and handwritten amounts, the handwritten amount shall prevail. In case of discrepancy between the unit cost and the total set forth for that item, the unit cost shall prevail, provided however, if the amount set forth as a unit cost is ambiguous, unintelligible, or uncertain for any cause, or if is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total Item Amount" column,

then the amount set forth in the "Total Item Amount" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total Item Amount" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "Total Item Amount" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit costs.

If the "Total Contract Amount" does not equal the sum of the item totals, then the Project Manager, after resolving any discrepancy in the item price totals, shall sum the total column and the resultant amount shall be considered the "Total Contract Amount".

**COMPETENCY OF BIDDERS:** In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the plans and specifications. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "**Information Required of Bidder**" bound herein. No bid will be awarded to a Contractor who, at the time of the bid opening and "Award of the Contract", is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code or from a Contractor who has failed to demonstrate the attributes of trustworthiness, quality, fitness, capacity and experience to satisfactorily perform the public works contract. The Contractor shall include the Contractor's license number, license classification, and license expiration date on the form furnished herein entitled "Information Required of Bidders." The licensing requirements for Contractors shall apply also to Subcontractors. In addition, any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on this Project.

**SUBCONTRACTOR'S LIST:** Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation,, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid \$10,000.00, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

**BIDDER'S EXAMINATION OF SITE:** Each bidder shall examine carefully the site of the proposed work and the contract documents herein. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantity of the materials to be furnished; and as to the requirements of the contract, specifications, and drawings. The name of the individual who examined the site of the work and the date of such examination shall be stated in the form entitled "Information Required of Bidder" in the space provided therefor.

**EQUIVALENT MATERIALS:** Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the District. Requests for consideration of equivalents must be submitted in writing allowing five (5) working days for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the District.

**TAXES:** No mention shall be made in the bid of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable.

**DISQUALIFICATION OF BIDDERS:** More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future bids. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Notice Inviting Bidders, will disqualify a Bidder.

**RETURN OF BID GUARANTIES:** Within ten (10) days after award of the contract, the District will return the bid guaranties made by check accompanying each of the bids except for the three (3) lowest bidders. All other bid guaranties made by check will be held until the contract has been finally executed. They will then be returned to the respective bidders whose bids they accompany. Bid guaranties made by bond shall be void according to the bid bond language, page D-1.

**AWARD OF CONTRACT:** Bids will be compared on the basis of the lowest possible cost and the contract, if awarded, will be awarded to a responsible bidder whose bid complies with the requirements of these specifications. The award, if made, will be made within sixty (60) days after the opening of the bids, provided that the award may be made after said period if the successful bidder shall not have given the District written notice of the withdrawal of his or her bid.

**EXECUTION OF CONTRACT:** The bidder to whom award is made shall execute a written contract with the District on the form agreement provided and shall secure all insurance and bonds as herein provided within fifteen (15) days from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the bid guaranty.

If the successful bidder refuses or fails to execute the contract, the District may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the District may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guaranty shall be likewise forfeited to the District. The work may then be re-advertised.

**INSURANCE: Certificates in the amounts required shall be furnished by the Contractor to the District and approved by the District prior to the commencement of work.**

The Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement, or endorse the existing coverage to do so.

Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to District.

Contractor shall provide the following types and amounts of insurance:

Without limiting Contractor's indemnification of District, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to District:

**General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$3,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**Umbrella or excess liability insurance.** Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth



above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

**Workers' compensation insurance.** Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

Contractor shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District, its officers, agents, employees and volunteers.

**Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to District providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The District, its officials, officers, agents, and employees, shall be included as insureds under the policy.

**Builder's risk insurance.** Upon commencement of construction and with approval of District, Contractor shall obtain and maintain builder's risk insurance for the entire duration of the project until only the District has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be Contractor and District, including its officers, officials, employees, and agents. All subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the project following transfer of control thereof to District. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the District. The District will act as a fiduciary for all other interests in the project.

The policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to District to ensure adequacy of terms and sublimits and shall be submitted to the District prior to commencement of construction.

#### **Other provisions or requirements**

**Proof of insurance.** Contractor shall provide certificates of insurance to District as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by District's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with District at all times during the term of this contract. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. District and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

**Primary/noncontributing.** Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and

umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

**District's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's risk manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** Contractor acknowledges and agrees that any actual or alleged failure on the part of the District to inform Contractor of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

**Notice of cancellation.** Contractor agrees to oblige its insurance agent or broker and insurers to provide to District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that District and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to District for review.

**Agency's right to revise requirements.** The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the District and Contractor may renegotiate Contractor's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by District. District reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by District.

**Timely notice of claims.** Contractor shall give District prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

**BONDS:** The required bonds in the amounts required shall be furnished by the Contractor to the District and approved by the District prior to the commencement and throughout the duration of the work.

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor, of all requirements under the

contract and upon the payment of claims of material supplier and laborers thereunder. The **Faithful Performance Bond** shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid. The **Payment Bond (Labor and Material Bond)** shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid.

The payment bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. **The payment bond shall be unconditional and remain in force during the entire term of the contract** agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers

**SUFFICIENCY OF INSURER OR SURETY FOR PAYMENT BOND AND PERFORMANCE BOND:** All insurers are to be rated A or better according to the most recent Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances. All sureties shall be admitted surety insurers authorized to do business in the State of California by the Insurance Commissioner. Should the District object to the sufficiency of the insurer or surety the Contractor shall immediately deliver to the District the following documents:

- (a) A copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; or
- (b) A certificate from the Clerk of the County of Ventura that the "Certificate of Authority" of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the "Certificate of Authority" of the Insurer or Surety has been suspended, that renewed authority has been granted.

Failure of Contractor to timely deliver these documents shall require the District to refrain from entering the agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the District, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, District shall contact the bond company to verify the bond's validity.

**EVIDENCE OF RESPONSIBILITY:** Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his or her construction experience, and his or her organization and plant facilities available for the performance of the contract.

**EMPLOYMENT OF APPRENTICES:** Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning employment of apprentices by the Contractor, or any Subcontractor under the Contractor. The Contractor, and any Subcontractor under the Contractor, shall comply with the requirements of said sections in the employment of

apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

**WAGE RATES:** In entering into a public works contract, or a subcontract, to supply goods services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

**SAFETY PERMIT:** The Contractor, and not the District, shall be responsible for performing safety inspections for this project. Particular attention is called to Subsection 7-10.4.1 of the Standard Specifications for Public Works Construction, which requires orders issued by the California Division of Occupational Health and Safety (Cal/OSHA). The Contractor, if needed, shall secure a permit for excavation and trenching from Cal/OSHA and shall file a copy of such permit with the Project Manager prior to commencement of work.

**OTHER PERMITS, FEES, AND LICENSES:** The Contractor shall, prior to the start of construction, obtain a "Construction Permit" from the District. This will be a **NO FEE Permit**. In addition, the Contractor, and **ALL** sub-contractors, shall possess a **City business license** at the time of application for the Construction Permit and for the duration of the contract. The amount of the business license fee may be obtained from the City of Camarillo.

**BID FORM**

**FIRM NAME:** Trueline Construction & Surfacing, Inc.

**POINT OF CONTACT:** Ed Kruse

**ADDRESS:** 1651 Market Street, Suite B, Corona, CA 92880

**TELEPHONE NUMBER:** 951-817-0777

**FAX NUMBER:** 951-817-0770

**FOR THE**

**TENNIS COURT AND PICKLEBALL PROJECT**

**SPEC NO. BK-TC-18**

**FISCAL YEAR 2017-2018**

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**BID FOR THE  
TENNIS COURT AND PICKLEBALL PROJECT**

**SPEC NO. BK-TC-18**

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised "Notice Inviting Sealed Bids" to perform all work and improvements therein described and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as "TENNIS COURT AND PICKLEBALL PROJECT, SPEC NO. BK-TC-18" which are on file in the office of the Parks Department of the Pleasant Valley Recreation & Park District.

Definition of Terms (for a complete definition of terms, see Standard Specifications for Public Works Construction, 2015 Edition):

CY.....	Cubic yard
EA.....	Each
LF.....	Linear foot
LS.....	Lump sum
SF.....	Square foot
SY.....	Square yard
TON.....	Ton

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks Department of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of "TENNIS COURT AND PICKLEBALL PROJECT, SPEC NO. BK-TC-18", for the sum set forth in the following schedule:

NOTE: The estimated quantities shown herein are approximate and to be used only for comparison of bids. Payment for quantities will be made for actual materials used on the job and based on the unit costs shown below. The District reserves the right to increase or decrease the amount of any quantity shown and to delete all or any item from the contract.



**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**TENNIS COURT AND PICKLEBALL PROJECT  
SPEC NO. BK-TC-18**

**BID SCHEDULE**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	Resurface 4 Pickleball Courts	4	ea	3000.00	12000.00	
2.	Resurface Combo Pickleball/Tennis	1	ea	6000.00	6000.00	
3.	Resurface Tennis Courts	3	ea	6200.00	18600.00	
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL BID AMOUNT
16					
17					
18					
19					
20					
21					
22					
23					
24					

TOTAL BID AMOUNT IN FIGURES \$ 36600.00

TOTAL BID AMOUNT IN WORDS Thirty Six Thousand Six Hundred Dollars

Trueline Construction & Surfacing, Inc.  
Bidder Name

  
Signature of Bidder

Dated March 29, 2018

## RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed By Bidder and Submitted With Bid)

When a Public Works claim is made to the District, the District will conduct a reasonable review of the claim and, within 45 days, provide the claimant with a written statement identifying what portion of the claim is disputed and what portion is undisputed and both parties shall work to resolve the claim as by Public Contract Code 9204. (A copy of Section 9204 may be found in the Special Provisions, under "Resolution of Construction Claims").

Additionally, in all Public Works claims, which may arise between the Contractor and the District which do not exceed the sum of three hundred seventy-five thousand dollars (\$375,000), the requirements of California Public Contract Code, Section 20104 through 20104.6, inclusive, shall apply. (A copy of said Code Sections may be found in the Special Provisions, under "Resolution of Construction Claims of \$375,000 or Less".) Said Code Sections shall apply for the purpose of filing claims and civil actions for claims as defined in Section 20104 of the Public Contract Code.

The bidder's signature is required to verify he/she has reviewed the Code Sections.

Trueline Construction & Surfacing, Inc.

Bidder Name

Ed Kruse

Signature of Bidder

Dated March 29, 2018

**BID BOND**  
(10% of the Bid Amount)

Bond No. BB2005024  
Bid Date: 04/02/2018

**KNOW ALL MEN BY THESE PRESENTS** that we Trueline Construction & Surfacing, Inc.  
as Principal, hereinafter referred to as "Contractor" and American Contractors Indemnity Company  
as Surety, are held and firmly bound unto the Pleasant Valley Recreation & Park District,  
hereinafter called the "District," in the sum of  
Ten Percent of the bid amount Dollars (\$ 10% ), for the  
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, and successors, jointly and severally, firmly by these presents. The conditions of  
this obligation are such that whereas the Contractor submitted to the District a certain Bid,  
attached hereto and hereby made a part hereof, to enter into a contract in writing for the  
Tennis Court and Pickleball Project (Spec No BK-TC-18)  
and will furnish all required certificates of insurance and bonds as required by the Contract.

NOW, THEREFORE, if said Bid shall be rejected; or in the alternate, if said Bid is accepted,  
and the Contractor (i) executes and delivers a contract in the prescribed form of the Agreement,  
(ii) delivers certificates evidencing that the required insurance is in effect, (iii) executes and  
delivers Performance and Payment Bonds in the forms prescribed, and (iv) in all other respects  
performs the agreement created by the acceptance of said Bid, then this obligation shall be void;  
otherwise this obligation shall remain in full force and effect, it being expressly understood and  
agreed that the liability of the Surety for any and all default of the Contractor hereunder shall be  
the amount of this obligation as herein stated. In the event suit is brought upon this bond by  
District and judgment is recovered, Surety shall pay all costs incurred by District in said suit,  
including a reasonable attorney's fee to be fixed by the court.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said  
Surety and its bond shall in no way be impaired or affected by an extension of the time within  
which the District may accept such a bid; and said Surety does hereby waive notice of any such  
extension.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their  
several seals this 27th day of March, 2018, the name and corporate seal of  
each corporate party being hereto affixed and these presents duly signed by its undersigned  
representative, pursuant to authority of its governing body.

ATTEST:  
Trueline Construction & Surfacing, Inc.

\_\_\_\_\_  
(Contractor)  
1651 Market St, Suite B  
\_\_\_\_\_  
(Address)  
Corona, CA 92880

  
\_\_\_\_\_  
(By)  
\_\_\_\_\_  
PRESIDENT  
(Title)

ATTEST:

American Contractors Indemnity Company  
\_\_\_\_\_  
(Surety)

625 The City Drive South, Suite 205  
\_\_\_\_\_  
(Address)

Orange, CA 92868  
\_\_\_\_\_

  
\_\_\_\_\_  
Ted Lee

(By)  
\_\_\_\_\_  
Attorney-in-Fact  
(Title)

(To be filled in by Surety):

The rate of premium on this bond is \$ NA \_\_\_\_\_ per thousand.

The total amount of premium charged is \$ NA \_\_\_\_\_

**NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

## INFORMATION REQUIRED OF BIDDERS

**The bidder is required to supply the following information.**  
 (Additional sheets may be attached if necessary.)

- (1) Address: 1651 Market Street, Suite B, Corona, CA 92880
- (2) Telephone: 951-817-0777
- (3) Type of Firm: Corporation  
 (Individual, Partnership, or Corporation)
- (4) Contractor's State License Classification A, C32 Expiration date 2/29/2020
- (5) Corporate organized under the laws of the State of: California
- (6) Is 51% or more of the business owned by: American Indian ( ), Asian ( ), Black ( ), Hispanic ( ), Female ( ), Other (Specify) \_\_\_\_\_
- (7) List the names and addresses of all members of the firm, or names and titles of all officers of the corporation.  
Ed Kruse, President
- 
- 
- 
- (8) Number of years of experience as a Contractor in construction work: 26

(9) List at least three (3) projects completed in the last 18 months:

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ 84800.00	Resurfacing of Sport Courts at Various Parks	<del>09/2017</del>	Tom Herrera Therrera@cityofwhittier.org City of Whittier, 13230 Penn Street, Whittier 562-567-3400
\$ 135350.00	Resurface and Restore Courts	10/2017	Mandana 310-288-2866 City of Beverly Hills, 455 Rexford Drive, Beverly Hills
\$ 48800.00	Resurface Tennis Courts	01/2018	Jon Miller, 951-506-7971 Temecula Valley USD 31350 Rancho Vista, Temecula, CA 92592

(10) List the name of the person who inspected the site of the proposed work for your firm:

Date of Inspection: 3/21/2018 Ed Kruse

(11) If requested by the District, the Bidder shall furnish a notarized financial statement, financial data, or other information and reference sufficiently comprehensive to permit an appraisal of Bidder's current financial condition.

(12) List the name and address of all **subcontractors who will perform work** in or about the project and indicate what part of the work will be done by each such Subcontractor.

NAME: none  
ADDRESS: \_\_\_\_\_  
LICENSE NO. & CLASS: \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
LICENSE NO. & CLASS: \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
LICENSE NO. & CLASS: \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
LICENSE NO. & CLASS: \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
LICENSE NO. & CLASS: \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_

List the name and address of Major Equipment Suppliers who will provide equipment of major components for the project.

NAME: none  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_

(13) The Contractor shall furnish the following information concerning bid depository or registry services used in obtaining subcontractor bid figures for this Bid. Additional sheets may be attached if necessary.

A. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes ( ) No (x)

B. If the answer to "A." is "Yes," forward a copy of the rules of each bid depository you used in the preparation of this Bid.

C. Did you have any source of subcontractor bids other than bid depositories? Yes ( ) No (x)

D. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes ( ) No (x)



E. If the answer to "D" is "Yes", please explain the following details.

(a) Date: \_\_\_\_\_

(b) Name of person or group: \_\_\_\_\_

(c) Job involved (if applicable): \_\_\_\_\_

(d) Nature of threats: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(e) Additional comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(TO ACCOMPANY BID)**

In accordance with Public Contracting Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

**QUESTIONNAIRE**

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No xx

If the answer is yes, explain the circumstances in the following space:

Note: This questionnaire constitutes a part of the Bid and a signature on the Bid shall be constituted a signature on this questionnaire.

# CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA )  
COUNTY OF Riverside ) ss.

Ed Kruse  
Name, being first duly sworn, deposes

and says that he or she is President of Trueline Construction & Surfacing, Inc.  
Title Name of Firm

the party making the foregoing bid, is a licensed Contractor, a duly authorized partner of a Joint Venture which holds a license as a Partnership, or a duly authorized principal and/or representative of a Corporation which holds a license as a Corporation, and that he or she understands the information shown below shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false shall be considered non-responsive and shall be rejected by the Pleasant Valley Recreation & Park District.

CA 662625, A, C32

Contractor's State License Number and Classification  
2/29/2020

License Expiration Date

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

Subscribed at: Corona, Riverside County, California

on March 29, 20 18 (City and County, State)

[Signature]  
Signature

CA 662625, A, C32  
State License Number and Classification

1651 Market Street, Suite B, Corona, CA 92880

Street Address City State Zip Code

Telephone Number 951-817-0777

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Riverside )

On March 29, 2019 before me, Janet Bangs, a Notary Public, personally appeared Ed Bruce, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

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

WITNESS my hand and official seal

Signature [Signature]

(Seal)



**NONCOLLUSION DECLARATION TO BE EXECUTED  
BY  
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the President of Trueline Construction & Surfacing, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3/29/2018 [date], at Corona [city], California [state].

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between the **PLEASANT VALLEY RECREATION & PARK DISTRICT, CALIFORNIA**, hereinafter referred to as the "District" and **\_\_\_Trueline Construction and Surfacing Inc\_** hereinafter referred to as the "Contractor".

**WITNESSETH:** That the parties hereto do mutually agree as follows:

**ARTICLE I:** For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "TENNIS COURT AND PICKLEBALL PROJECT, SPEC NO. BK-TC-18" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

**ARTICLE II:** For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said District, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said District, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Project Manager, said District will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

**ARTICLE III:** All work to be done under this contract shall be completed within **Twenty (20) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Project Manager. Any changes in time and/or price are to be submitted to the District Project Manager, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the District within 3 days and shall include data supporting the request.

**ARTICLE IV:** The District hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE V:** The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the District, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

**ARTICLE VI:** Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies that it is in compliance with such provisions.

**ARTICLE VII:** The Contractor shall supply the District with Certificates evidencing all required insurance policies as described in the Instructions to Bidders.

**ARTICLE VIII:** The Contractor certifies that he or she is aware of the provisions of Public Contract Code Section 6109 and that any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on this Project.

**ARTICLE IX:** Contractor acknowledges and agrees to comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. State general prevailing wage determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>) and the contractor shall post all required job site notices. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor agrees that eight hours' labor constitutes a legal day's work.

The Contractor hereby agrees that the Contractor, and any subcontractor under the Contractor, shall pay not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations, to all workers employed in the execution of this contract as required under Subsection 7-2.2 of the Standard Specifications for Public Works Construction, and shall submit weekly to the District, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by [Labor Code Section 1776](#) and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly. The Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Public Works, 1605 E. Burnley Street, Camarillo, CA 93010 , and are available to any interested party on request. The Contractor is required to post at the job site the

prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

Contractor and any subcontractor under the Contractor must comply with the requirements of California Labor Code Sections 1777.5 and 1777.6 regarding the employment of apprentices.

**ARTICLE X:** The Contractor hereby agrees to indemnify and defend the District, its officers, agents, and employees against, and to hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with this Agreement, the construction of the project, any alleged breach or breach of any provision set forth in this Agreement or the plans or specifications for the project, design defects, any alleged violation or violation of any federal, state, or local, law, ordinance, statute, rule, regulation, or order, any failure or alleged failure to secure any applicable regulatory permit, license, or agreement, and the errors and omissions, willful misconduct, or negligence, whether said negligence is concurrent, active or passive, of the Contractor, its officers, agents, employees, or any other persons, except that the Contractor shall not be required to indemnify, defend, and hold harmless the District, its officers, agents, and employees against Claims or Liabilities caused by the negligence or willful misconduct or active negligence of the District, its officers, agents, or employees.

**ARTICLE XI:** The District, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the District to secure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

**ARTICLE XII:** In the performance of this agreement, the Contractor shall not engage in, nor permit others he or she may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

**ARTICLE XIII:** Contractor will be compensated for any utility relocation required as part of the project which is not shown on the plans and Contractor will not be assessed liquidated damages for any delays caused by the District's or a public utility's failure to provide for removal or relocation of utility facilities.

**ARTICLE XIV:** The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the District to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the District or any authorized representative and will be retained for 3 years after the expiration of this contract, unless permission to destroy them is granted by the District.



**ARTICLE XV:** No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

**ARTICLE XVI:** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

**ARTICLE XVII:** Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

**ARTICLE XVIII:** District will timely notify Contractor of any third party claim received by the District relating to this Agreement.

[Signatures on next page]

**DISTRICT: PLEASANT VALLEY  
RECREATION & PARK DISTRICT,  
CALIFORNIA**

Dated \_\_\_\_\_, 2018

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Clerk of the Board

Dated \_\_\_\_\_, 2018\_\_

**CONTRACTOR:** \_\_\_\_\_

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

(Attach acknowledgment for each  
Authorized Representative of Contractor.)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_



**LABOR AND MATERIAL BOND  
(PAYMENT BOND)**

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, ("District"), has awarded to \_\_\_\_\_, as Contractor ("Contractor"), a Contract for the work entitled and described as follows:

**TENNIS COURT AND PICKLEBALL PROJECT**

**SPEC NO. BK-TC-18**

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material, men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the District in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the District in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the District or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed

thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ CONTRACTOR \_\_\_\_\_ SURETY

\_\_\_\_\_  
ADDRESS OF SURETY

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE

BY: \_\_\_\_\_  
(CONTRACTOR SEAL)

BY: \_\_\_\_\_  
(CONTRACTOR SEAL)

**CONTRACTOR'S CERTIFICATE  
REGARDING WORKERS' COMPENSATION**

**Labor Code Section 3700**

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California.

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

---

**CONTRACTOR**

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

---

TITLE

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

## **APPRENTICESHIP REQUIREMENTS**

**Labor Code, Division 2, Part 7, Chapter 1, Section 1773.3 "Notice; Required information" states:**

"(a)(1) An awarding agency shall provide notice to the Department of Industrial Relations of any public works contract subject to the requirements of this chapter, within five (5) days of the award.

(2) The notice shall be transmitted electronically in a format specified by the department and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

(b) In lieu of responding to any specific request for contract award information, the department may make the information provided by awarding bodies pursuant to this section available for public review on its Internet Web site."

Also note **Labor Code Sections 1776(g), 1777.5 and 1777.7.**

### **NOTICE**

**THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE PLEASANT VALLEY RECREATION & PARK DISTRICT WITH THE CLASSIFICATIONS OF LABORERS TO BE USED FOR THE COMPLETION OF THIS PROJECT WITHIN THREE (3) WORKING DAYS AFTER NOTIFICATION OF AWARDING OF CONTRACT.**



## PLEASANT VALLEY RECREATION & PARK DISTRICT

### GENERAL PROVISIONS

**SCOPE OF WORK:** This project will commence within the Pleasant Valley Recreation & Park District. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents. The general items of work are provided by Plans, Specifications and Contract Documents.

**LOCATION OF WORK:** The work will take place at 1030 Temple Ave. in Camarillo, California.

**STANDARD SPECIFICATIONS:** The Standard Specifications of the District are contained in the 2015 Edition of the Standard Specifications for Public Works Construction, with amendments and supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, California 92081; telephone (760) 734-1113.

The Standard Specifications set forth above will control the General Provisions, Construction Materials, and Construction Methods for this Contract, except as amended by the Plans, Special Provisions, or other Contract Documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of the options, or additions are called out.

**LEGAL ADDRESS OF CONTRACTOR:** The address given in the Contractor's bid on which the contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be mailed or delivered. Unless otherwise required by law, the mailing to or delivering at the above-named place of any notice, letter, or other communication by the District to the Contractor shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Project Manager.

**RECOVERY OF DAMAGES:** The making of an estimate and payment in accordance therewith shall not preclude the District from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the Specifications.

**MONIES MAY BE RETAINED:** The District may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor,

to the payment of any expenses, losses, or damages, as determined by the Project Manager, incurred by the District, for which the Contractor is liable under the contract.

**SALES AND/OR TAXES:** Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, state, or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

**ALLOWABLE VARIATION:** When in these Specifications a maximum or minimum, either in size, percentage, or thickness or relating to quality, character, or other matter, is allowed or prescribed, the work shall be accepted as in compliance if within such maximum or minimum so allowed thereby.

**PROTECTION OF PUBLIC UTILITIES:** The Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay is caused by failure of the District or owner of a public utility to provide for removal or relocation of existing utility facilities. This Agreement is subject to Government Code Sections 4215 and 4126 – 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

**EMERGENCY INFORMATION:** The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Parks Department, the District Fire Department, and the County Sheriff's Department prior to beginning work.

**EMPLOYMENT OF APPRENTICES:** The Contractor's attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under the Contractor. The Contractor, and any subcontractor under the Contractor, shall comply with the requirements of all statutory provisions relating to the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, P.O. Box 603, San Francisco, California 94101 or from the Division of Apprenticeship Standards and its branch offices.

**PENALTIES FOR DISCRIMINATION IN EMPLOYMENT:** Any Contractor who shall be found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of any contract with the District shall be found in material breach of such contract and the District shall have power to cancel or suspend the Contractor, in whole or in part, or to deduct from the amount payable to such Contractor the sum of twenty-five dollars (\$25.00) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract; or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this section.

The Contractor shall enclose with his or her bid a Compliance Report stating that he or she will pursue an affirmative course of action as required by the affirmative action guidelines.

**PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

**PAYROLL RECORDS:** The Contractor's attention is directed to the following provisions of Labor Code Section 1776, "Payroll record of wages paid; Inspections; Forms; Effect of noncompliance; Penalties". The Contractor shall be responsible for the compliance with these provisions by his or her subcontractors.

"(a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if printouts contain the same information as the

forms provided by the division and the printouts are verified in the manner specified subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.”

**ASSIGNMENT OF ANTITRUST ACTIONS:** The Contractor's attention is directed to the following provision of the Public Contracts Code, Section 7103.5, which shall be applicable to the Contractor and his or her subcontractors:

"(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.”

**CONSTRUCTION SCHEDULES:** Prior to issuing the “Notice to Proceed”, the Project Manager will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor must provide to the Project Manager, at the time of the pre-construction meeting, a schedule in the form of a Gantt Chart for review and approval. Any change in the construction schedule will require the Contractor to provide revised charts of those changes to the Project Manager within two (2) working days. The “Notice to Proceed” will be issued upon approval of the project schedule. Requests for changes in the schedule shall be submitted by the Contractor to the Project Manager in writing for approval at least 48 hours prior to the scheduled operations on the streets affected.

The schedule shall be broken down into activities by street with durations no greater than one week. No more than 15% of the activities may be on the critical path of the baseline schedule. The Project Manager will review the baseline schedule and the Contractor will make any reasonable changes requested to make the schedule acceptable.

If at any time project completion is ten or more working days behind schedule, the Contractor shall submit a recovery schedule, subject to approval, showing how the original completion date will be met.

**CONSTRUCTION WORKING HOURS:** The Contractor's regular hours of work will be from 7:00 AM to 7:00 PM on all work days as defined in Section 6-7.2 (S.S.P.W.C.).

**EQUIVALENT MATERIALS:** Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the District prior to the opening of bids. Requests for consideration of equivalents must be submitted in writing allowing five (5) working days for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the District.

## **SPECIAL PROVISIONS**

### **PLEASANT VALLEY RECREATION & PARK DISTRICT**

### **TENNIS COURT AND PICKLEBALL PROJECT**

**SPEC NO. AR-BK-TC-18**

**FISCAL YEAR 2017-2018**

#### **1. GENERAL**

**A. THE REQUIREMENT:** All work embraced herein shall be accomplished in accordance with the applicable portions of the "Standard Specifications for Public Works Construction" 2015 edition, plus any supplements, published, herein referred to as "Standard Specifications," except as modified by the General Conditions, these Special Provisions, Standard Drawings and the Project Plans. In addition to the above, the Contractor shall comply with the requirements of the following:

- (1) Notice Inviting Sealed Bids
- (2) Instructions to Bidders
- (3) Bid
- (4) Bid Bond
- (5) Information Required of Bidder
- (6) Agreement
- (7) Faithful Performance Bond
- (8) Payment Bond (Labor and Material Bond)

**B. DEFINITION OF TERMS:** Wherever in the Standard Specifications terms are used, they shall be understood to mean and refer to the following:

- (1) District – The Pleasant Valley Recreation & Park District
- (2) Board - The District's governing board
- (3) Project Manager - The District's Park Manager, acting either directly or through authorized agents. Also referred to herein as District Park Services Manager.
- (4) Other terms appearing in the Standard Specifications, the General Conditions, and these Special Provisions shall have the intent and meaning specified in Section 1 of the Standard Specifications.

**C. SCOPE AND CONTROL OF THE WORK:**

**PROJECT PLANS:** The location of the work, its general nature, extent, form and detail of the various features are shown on drawings accompanying and made a part of these specifications.

**2.5 PLANS AND SPECIFICATIONS**

2-5.1 General. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Project Manager. Final payment will not be made until this requirement is met.

Section 2 is amended by adding thereto the following new Subsection 2-5.4 Record Drawings:

**2-5.4 Record Drawings.**

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as built" conditions. Show dimensioned locations of all buried facilities, such as drains, sumps, pipe, valves, electrical conduits, and irrigation wires.

Dimensions must be taken from above ground permanent architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be legible.

Record drawings shall be reviewed prior to all progress payment requests, and submitted prior to final inspection.

**D. COMPLETION OF WORK:**

(1) All work to be done under this contract shall be completed within Twenty (20) consecutive working days, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Project Manager.

(2) In the event that the Project Manager is of the opinion that the work is being inadequately or improperly prosecuted in any respect, he or she may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

**E. FINAL INVOICE AND PAYMENT:**

(1) Whenever in the opinion of the Project Manager the Contractor shall have completely performed the contract on his or her part, the Project Manager shall notify the District that the contract has been completed in its entirety. He or she shall request that the District accept the work and that the District of the Board be authorized to file, on behalf of the District, in the office of the Ventura County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The Contractor will then submit to the Project Manager for approval a written statement of the final quantities



of contract items for inclusion in the final invoice. Upon receipt of such statement, the Project Manager shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Project Manager's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, not including the work that has already been invoiced by the Contractor. District will pay this invoice less any amounts District is required to withhold as described elsewhere in the Contract Documents.

(2) On the expiration of sixty (60) calendar days after recordation of the acceptance of the project by Ventura County Recorder, the District shall pay to the Contractor the amount remaining after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract and 150% of all disputed amounts, and shall release the faithful performance bond and the labor and material bond once all applicable disputes have been resolved. The District will comply with Public Contract Code Section 7107 and other applicable law regarding the release of retention.

**F. RETENTION:** The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction.

**G. SUBSTITUTION OF SECURITIES FOR RETENTION:** Public Contract Code Section 22300 is hereby incorporated by reference. The substitution of securities for any moneys withheld by a public agency to ensure performance under a contract shall be permitted by the District.

**H. NO PERSONAL LIABILITY:** No agent of the Pleasant Valley Recreation & Park District shall be personally responsible for any liability arising under the contract. No claim shall be made or filed, and neither the District nor any of its agents shall be liable for, or held to pay money, except as specifically provided in the contract.

**I. UNPAID CLAIMS:** If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by Civil Code Section 8416, any person or persons claiming to have performed any labor or furnished any material, supplies, or services toward the performance or completion of this contract or that they have agreed to do so, shall file with the District a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the District or against any agent or agents thereof any action to enforce such claim, the District shall until the discharge thereof withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the District shall in its discretion permit the Contractor to file

such additional bond as is authorized by Civil Code Section 9364 in a sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim.

**J. ADDITIONAL SURETY:** If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the Project Manager are or become insufficient, he or she may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Project Manager within fifteen (15) days after notice and, in default thereof, the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

**K. NOISE CONTROL REQUIREMENTS:** The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations, between the hours of 7:00 A.M. and 7:00 P.M., shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with the District Code Chapter 8.20 "Noise Control" regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the unit cost for the various contract items of work involved, and no additional compensation will be allowed therefor.

**L. PERMITS AND LICENSES:** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. The Contractor shall also ensure that all subcontractors obtain required permits and licenses.

The Environmental Quality Act of 1970 (Chapter 1433, Stats. 1970), as amended by Chapter 1154, Stats. 1972, may be applicable to permits, licenses, and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with all applicable environmental laws and regulations and conditions on the project in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work, and in undertaking the construction of the project. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

In the event that the District has obtained permits, licenses, or other authorizations applicable to the work in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

**M. PAYMENTS:** Attention is directed to Subsection 9-3 of the Standard Specifications for partial payment and final payment requirements. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

**N. LEGAL ACTIONS AGAINST THE DISTRICT:** In the event litigation is brought against the District concerning compliance by the District with State or Federal laws, rules, or regulations applicable to highway work, the provisions of this section shall apply.

(1) If, pursuant to court order, the District prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specifications unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.

(2) If, pursuant to court order (other than an order to show cause) the District is prohibited from requiring the Contractor to perform all or any portion of the work, the District may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

(3) If the final judgment in the action prohibits the District from requiring the Contractor to perform all or any portion of the work, the District will either eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

(4) Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

(a) The Project Manager will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Project Manager, the Contractor shall:

[1] Stop all work under the contract, except that portion of the work specifically directed to be completed prior to acceptance.

[2] Perform work the Project Manager deems necessary to secure the project for termination.

[3] Remove equipment and plan from the site of the work.

[4] Take such action as is necessary to protect materials from damage.

[5] Notify all Subcontractors and suppliers that the contract is being terminated and that their contracts of orders are not to be further performed unless otherwise authorized in writing by the Project Manager.

[6] Provide the Project Manager with an inventory list of all materials previously produced, purchased, or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the Project Manager may request.

[7] Dispose of materials not yet used in the work as directed by Project Manager. It shall be the Contractor's responsibility to provide the District with good title to all materials purchased by the District hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

[8] Subject to the prior written approval of the Project Manager, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Project Manager, the Contractor shall assign to the District all the right, title, and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

[9] Furnish the Project Manager with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.

[10] Take such other actions as the Project Manager may direct.

(b) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

[1] The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the District for use in the work and unused, shall terminate when the Project Manager certifies that such materials have been stored in the manner and at the locations he or she has directed.

[2] The Contractor's responsibility for damage to materials purchased by the District subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of the materials has been taken by the District.

[3] When the Project Manager determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, he or she will recommend that the Project Manager formally accept the contract, and immediately upon and after such acceptance by the Project Manager, the Contractor will not be required to perform any further work thereon and shall be relieved of his or her contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the project by the Project Manager.

(c) The total compensation to be paid to the Contractor shall be determined by the Project Manager on the basis of the following:

[1] The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization, and work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

When in the opinion of the Project Manager, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

[2] A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Project Manager that it is reasonably probable that he or she would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.

[3] The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the District, or otherwise disposed of as directed by the Project Manager.

[4] A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

All records of the Contractor and his or her subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the District at all times after issuance of the notice that the contract is to be terminated and

for a period of three years, and such records shall be retained for that period.

After acceptance of the work by the Project Manager, the Project Manager may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all amounts previously paid, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

The provisions of this section shall be included in all subcontracts.

**O. TRENCHING:** In accordance with Section 6705 of the California Labor Code,

"No contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the Contractor and acceptance by the awarding body or by a registered civil or structural Project Manager employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural Project Manager."

"Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders."

"Nothing in this section shall be construed to impose tort liability on the awarding body or any of its employees"

"The terms "public works" and "awarding body," as used in this section, shall have the same meaning as in Sections 1720 and 1722, respectively, of the Labor Code."

In addition, pursuant to Public Contracts Code § 7104, if the project involves digging trenches or other excavations that extend deeper than four feet below the surface:

"(a) That the contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

"(1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law."

“(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.”

“(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.”

“(b) That the local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor’s cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.”

“(c) That, in the event that a dispute arises between the local public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor’s cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.”

Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

**P. CHANGES IN WORK:**

The following is hereby added to Section 3-3.2.3 Mark-up:

“Contractor shall only apply the following mark-up: Pursuant to subsections 3-3.2.3.1 Work by the Contractor and 3-3.2.3.2 Work by the Subcontractor the Contractor’s total mark-up is not to exceed 12%.

**Q. CONTROL OF MATERIALS:**

**4-1 MATERIALS AND WORKMANSHIP**

4-1.1 General. The Contractor and all subcontractors, suppliers, and vendors shall guarantee that all work performed under this contract fully meets the requirements thereof as to quality of workmanship. Should any defects become evident within a period of one year from the date of the acceptance of the work by the District’s Board, the Contractor shall, at his or her own expense, make any repair or replacement necessary to restore the work to full compliance with these Special Provisions.

Such repair and replacement shall be made promptly upon receipt of written notice from the Project Manager. If the Contractor fails to make such repair and

replacement promptly, the Project Manager may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his or her Surety.

If, in the opinion of the Project Manager, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Project Manager's request for correction within a reasonable time as determined by the Project Manager, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

The foregoing obligation shall be secured by the surety bond in a form approved by the Project Manager in an amount not less than ten (10%) of the final contract price or \$1,000.00, whichever is greater, and shall be delivered to the Project Manager prior to final acceptance of the work. Payment for fulfilling the requirements of this section shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

4-1.2 Test of Materials. Except as elsewhere specified, the District will bear the cost of testing material and/or workmanship that meets or exceeds the requirements indicated in the project specifications contained herein, Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.3 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, the Project Manager may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

4-1.4 Trade Names or Equals. Approval of equipment and materials offered as equivalents to those specified must be obtained, in writing, as set forth in the Instructions to Bidders.



**R. LIQUIDATED DAMAGES:** Section 6-9 of the Standard Specifications is hereby amended as follows:

“(1) Time is of the essence with respect to the performance by Contractor of its duties. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the District. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day, or portion thereof, in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the District, or the District may deduct from any payments due or to become due to Contractor, the sum of \$250.

Execution of the contract under these specifications shall constitute agreement by the District and the Contractor that the specified liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.”

**S. CONFERENCES AND MEETING:** When and as directed by the Project Manager, the Contractor shall attend all conferences and meetings that the Project Manager deems necessary for the proper progress of work under this contract.

**T. UNDERGROUND SERVICE ALERT:** Except in an emergency, the Contractor, prior to conducting any excavation or resurfacing, shall contact the appropriate regional notification center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing.

Underground Service Alert may be contacted by calling 1-800-422-4133.

**U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:**

**“9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process**

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:

- (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
  - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
  - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
  - (C) Payment of an amount that is disputed by the public entity.
- (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
  - (B) "Public entity" shall not include the following:
    - (i) The Department of Water Resources as to any project under the jurisdiction of that department.
    - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
    - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
    - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
    - (v) The Military Department as to any project under the jurisdiction of that department.
    - (vi) The Department of General Services as to all other projects.
    - (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions

Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral

mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(a) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(b) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this

section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(c) This section applies to contracts entered into on or after January 1, 2017.

(d) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(e) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.”

#### **RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS:**

##### **“20104. Application of article; provisions included in plans and specifications**

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the State or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.”

##### **“20104.2. Claims; requirements; tort claims excluded**

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code."

**“20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses**

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010), of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.”

**“20104.6. Payment on undisputed portion of claim; interest on arbitration award or judgment**

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.”

**W. WORKING HOUR RESTRICTIONS:** Eight hours’ labor is a legal day’s work. Any workers time of service is restricted to eight hours during any calendar day and forty hours during any calendar week, unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor or Subcontractor shall, as a penalty to the District forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the law.

**X. EXAMINATION AND AUDIT:** All documents and records that relate in any way to this Agreement shall be maintained for a period of three years after the final payment under this Agreement. These records shall be subject to the examination and audit by the District and by the State Auditor, at the request of the District or as part of any audit of the District, for a period of three years after final payment under the Agreement.

**Y. DELAYS AND EXTENSIONS OF TIME**

6-6.4 Written Notice and Report. The first sentence of subsection 6-6.4 is hereby deleted and replaced with the following:

“If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the Project Manager in writing within 3 days of the beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-6.2 of the Standard Specifications, it shall notify the Project Manager in writing within 3 days of the beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions that set the beginning time for the delay.”

**Z. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

The second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the project area which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of his or her operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.



Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified."

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

"All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the unit cost for the various items of work and no additional compensation will be allowed therefore."

## **2. PUBLIC CONVENIENCE AND SAFETY**

**A. GENERAL:** In addition to the requirements specified in Part 6 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual of Traffic Controls."

The Contractor shall give one week advance notice prior to the start of construction to all residences and businesses facing or siding on the construction area. Said notice shall be in writing on the Contractor's letterhead and shall explain in concise terms the extent and nature of the Work, the anticipated schedule, and office and emergency telephone numbers where the Contractor's representative can be reached.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Project Manager may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his or her expense.

Should the Project Manager point out the inadequacy of warning and protective measures, such action on the part of the Project Manager shall not relieve the Contractor from responsibility for public safety or abrogate his or her obligation to furnish and pay for these devices.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the District. The cost of placement to these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50 per call-out plus \$25 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

Prior to beginning any construction, the Contractor shall furnish the Project Manager with local emergency phone numbers where he or she or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the Project Manager.

**B. UTILITIES:** It is anticipated that the existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that the utility facilities are not damaged during his or her operations, and must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations. When in doubt, the Contractor shall contact the utility concerned before proceeding further.

Upon completion of the project, the Contractor shall be responsible to remove all painted utility markings, whether done by him or her or the respective utility owners on behalf of the contractor for this project work, from the surfaces of sidewalks, driveway approaches, curbs and gutters using the removal method acceptable to the Project Manager. Any damage to sidewalks, driveway approaches, curbs and gutters due to the Contractor's removal operation shall be repaired at the Contractor's expense and to the satisfaction of the Project Manager. Payment for removing utility markings shall be included in other items of work, and no additional compensation will be allowed therefore.

**C. LOCATION:** The location and existence of any underground utility or substructure, if shown on Plans, was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities.

The Contractor shall notify the owners of all utilities and substructures as set forth in the General Provisions.

**D. RELOCATION:** The second sentence of the last paragraph of Subsection 5-4 of the Standard Specifications is hereby deleted and replaced with the following:

When not otherwise required by the Plans and Specifications and when directed by the Project Manager, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

The Contractor shall be compensated for the costs of locating and repairing, removing and relocating utility facilities, provided that any damage is not due to the failure of the Contractor or subcontractor to exercise reasonable care and the utility facilities were not indicated in the plans and specifications with reasonable accuracy. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities.

**E. DELAYS:** The second paragraph of Subsection 5-5 is hereby deleted and replaced with the following two paragraphs:

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 5-1. The Contractor shall ascertain further detailed information to coordinate his or her work to this effect.

All notification of utility companies shall be by the Project Manager based on Contractor's request as submitted to the Project Manager at least 72 hours in advance of the needed work. Any costs for delay of the Contractor or utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.

#### **F. AIR POLLUTION CONTROL**

Section 7-8.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

"The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution control, rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements."

**G. WATER POLLUTION:** The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his or her operations so as to prevent portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

**H. PROJECT APPEARANCE:** The Contractor shall maintain a neat appearance to the work.

Full compensation for conforming to the provisions of this section not otherwise provided for shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

**I. WORK HOURS:** The Contractor's working hours shall be limited to the hours between 7:00 a.m. and 7:00 p.m., excluding recognized holidays. Deviation from normal working hours will not be allowed without prior consent of the District Project Manager.

In the event work is allowed by the Project Manager outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees may be levied against the Contractor at a rate of \$50.00 per hour, including travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the Project Manager as a matter of public safety or to otherwise insure the quality of the work.

**J. CONSTRUCTION YARD:** It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Project Manager and must be free of objectionable material. The Contractor must submit to the Project Manager for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor prior to the filing of "Notice of Completion" by the Project Manager. Full compensation shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

No equipment or material used for staging shall be allowed to be stored on any District property or city streets during non-work time. All stage equipment and/or material shall be stored offsite and if such location is used, it shall be submitted in writing and approved by the District Project Manager. All costs associated with such staging and location shall be included in other bid items of work and no additional compensation will be allowed thereof.

**K. SANITARY CONVENIENCE:** Necessary sanitary facilities for the use of the workmen performing the work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained by Contractor, in a manner approved by the Project Manager, and the use of such facilities shall be strictly enforced by the Contractor.

**L. INSPECTION:** The Project Manager, or his or her authorized agent, shall at all times have access to work during construction and shall be furnished, to the extent possible, complete information and all documentation to ascertain full knowledge regarding the progress, workmanship and character of materials used and employed in the work. Whenever required, the Contractor shall furnish to the District for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the District designated by the Project Manager. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall notify the Project Manager or his or her authorized agent forty-eight (48) hours in advance when he or she will require inspection for either material or work to be done.

The inspection of the work shall not relieve the Contractor of any of his or her obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Project Manager or his or her authorized agent and accepted or estimated for payment.

**M. RESPONSIBILITY OF THE DISTRICT:** The District shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided for in these Contract Documents.

**N. RECYCLING OF MATERIALS:** Contractor's Obligation. Recycling of asphalt concrete, portland cement concrete, aggregate base, and green waste (trees and shrubs) is required. The Contractor is required to recycle at least 50% of all recyclable materials. All recycled materials shall be weighed on a certified weigh scale with weight tickets showing project name. RECORDS OF DISPOSAL, INCLUDING WEIGHT OF MATERIALS, SHALL BE SUBMITTED TO THE DISTRICT ON A MONTHLY BASIS.

Prior to commencing work, the Contractor shall complete the "Construction and Demolition Waste Reduction and Recycling Plan" form and submit it to the Parks Department for review and approval. The Contractor will be expected to follow the approved Plan and document results during construction. At the completion of activities, the Contractor shall submit the "Construction and Demolition Waste Reduction and Recycling Report" form to the Public Works Department for review and approval of compliance with the Plans. The above-referenced forms are provided in Appendix 2.

The Contractor is obligated, under this contract, to recycle the waste material through an approved recycling plant. **In the event the Contractor fails to comply with the C&D requirements (at least 50%), three percent (3%) of the approved contract amount will be forfeited to the District by Contractor as a penalty.**

Payment for Recycling of Materials shall be included in the unit cost for the various contract items of work and no additional compensation will be allowed therefor.

**O. TRAFFIC AND ACCESS:** *The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager. Temporary ramps for driveways shall be provided and maintained by the end of each working day and during the weekends. Temporary driveway ramps shall be constructed with crushed miscellaneous base as directed by the Project Manager.*

Contractor shall maintain vehicular, bicycle, and pedestrian traffic access through the project area at all times. A minimum of one 12-foot wide traffic lane and a minimum of one 4-foot wide all-weather paved pedestrian walkway shall be provided at all times, except as permitted by the Project Manager. During times when less than 2 lanes of traffic are provided, contractor shall

provide traffic control for the entire duration there is less than 2 lanes. The traffic lanes shall be maintained on all-weather pavement and shall remain unobstructed.

**P. STREET CLOSURES, DETOURS, BARRICADES, PARKING:** Street closures will not be allowed, except as specifically permitted by the Project Manager.

The Contractor shall prepare any traffic control or detour plans that may be required as directed by the Project Manager.

Lane transitions shall conform to the Caltrans Traffic Manual, Section 5-08.4, "Transition Area."

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Project Manager. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Project Manager. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by District forces shall be back charged to the Contractor based on the actual costs, plus District overhead and withheld from the final payment.

As specified in the General Provisions, the schedule shall be submitted to the Project Manager for approval prior to commencing work. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be made in accordance with the General Provisions.

Temporary "No Parking" signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 250 feet apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

Payment for STREET CLOSURES, DETOURS, BARRICADES, PARKING shall be considered as included in the unit cost for bid item: "Traffic Control" no additional compensation will be allowed therefor.

# TECHNICAL PROVISIONS

## PLEASANT VALLEY RECREATION & PARK DISTRICT

### TENNIS COURT AND PICKLEBALL PROJECT

#### SPEC NO. BK-TC-18

#### GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

##### 1.2 DESCRIPTION OF WORK

- A. Resurfacing preparation Work consists of the following:
  - 1. Preparation for Resurfacing, section:
    - a. Preparation for: Resurfacing.
    - b. Inspect existing courts.
    - c. Repair any cracks, chips, birdbaths and spalls.
    - d. Apply primer.
    - e. Apply two squeegee filler coats of texture color in accordance with manufactures specifications.
    - f. Apply one coat of colored finish in accordance with manufacturers specifications.
    - g. Paint lines in accordance to USTA specifications.

### 1.3 Cleaning Surface Inspection and

- A. All tennis courts shall be cleaned thoroughly to remove all dirt and residue from the surface. Cracks shall be cleaned to a depth of at least  $\frac{3}{4}$ ".
- B. Inspect courts for any chips, cracks, dings, 'birdbaths' (an area  $\frac{1}{8}$ " under a 10' straight edge).
  - a. Chips, Cracks, Dings- These areas shall be repaired with filler, applying pressure with a tool, such as a putty knife to insure that material comes in contact with all surfaces of the crack or void. The filler shall be allowed to set a minimum of one hour. If material shrinks below grade level, material shall be reapplied in the same manner and allowed to set. This process shall be repeated until the area is completely full and level. After material is cured, these areas shall be rubbed down to a rough finish with a rubbing brick.
  - b. 'Birdbaths'- These areas shall be patched with Bond Coat mix. Areas to be repaired shall be dampened with water before spreading the mixture into the depression. After the mixture has attained an initial set, it shall be troweled or broomed so that it is even and feathers into the adjacent surface. The mixture shall be allowed to dry overnight prior to application of coatings
- C. Do not proceed until unsatisfactory conditions are corrected. Notify Project Manager immediately of any unsatisfactory site conditions.
  - c. Chips, Cracks, Dings- These areas shall be repaired with filler, applying pressure with a tool, such as a putty knife to insure that material comes in contact with all surfaces of the crack or void. The filler shall be allowed to set a minimum of one hour. If material shrinks below grade level, material shall be reapplied in the same manner and allowed to set. This process shall be repeated until the area is completely full and level. After material is cured, these areas shall be rubbed down to a rough finish with a rubbing brick.
  - d. 'Birdbaths'- These areas shall be patched with Bond Coat mix. Areas to be repaired shall be dampened with water before spreading the mixture into the depression. After the mixture has attained an initial set, it shall be troweled or broomed so that it is even and feathers into the adjacent surface. The mixture shall be allowed to dry overnight prior to application of coatings

#### Primer

- A. Mix Primer thoroughly. Apply to surface with a compressed air sprayer or pour it on and spread it with soft hair brooms. Do not allow to puddle. Allow to dry. Follow the label instructions for dilution and coverage.



### **Filler Coats (Texture)**

- D. Two squeegee coats of texture color shall be applied in strict accordance with the manufacturer's specifications and guidelines. The color coating systems shall have color in all applications. Surface coats shall be applied at the manufacturer's recommended rates per square yard for each coat.
- E. Over the primed concrete slab, apply 2 coats Plexipave System Filler according to label instructions. Placement should be made with a dispenser capable of laying a "wind-row" of material approximately 6" wide and 3/8" deep in a uniform manner the length of the court. After the "wind-row" has been placed, it should be spread with two men using 30" rubber squeegees slanted at an angle so as to keep pushing the material to the other side of the court. The entire court should be covered in this manner without stopping, keeping in mind that on a warm, dry day, the material will dry quickly which will make it difficult to produce a uniform surface, free of streaks. If after two coats, the texture is not uniform, a third coat should be applied as above. Allow filler coats to dry thoroughly before beginning the finish coat application.

### **Finish Coat**

- A. Over the filler coats, apply one coat of Plexipave System Color Finish according to label instructions. Follow the same procedure of application as described for the filler coat except the last man should use a 30" brush instead of a squeegee to get a smooth, even finish.

### **Lines**

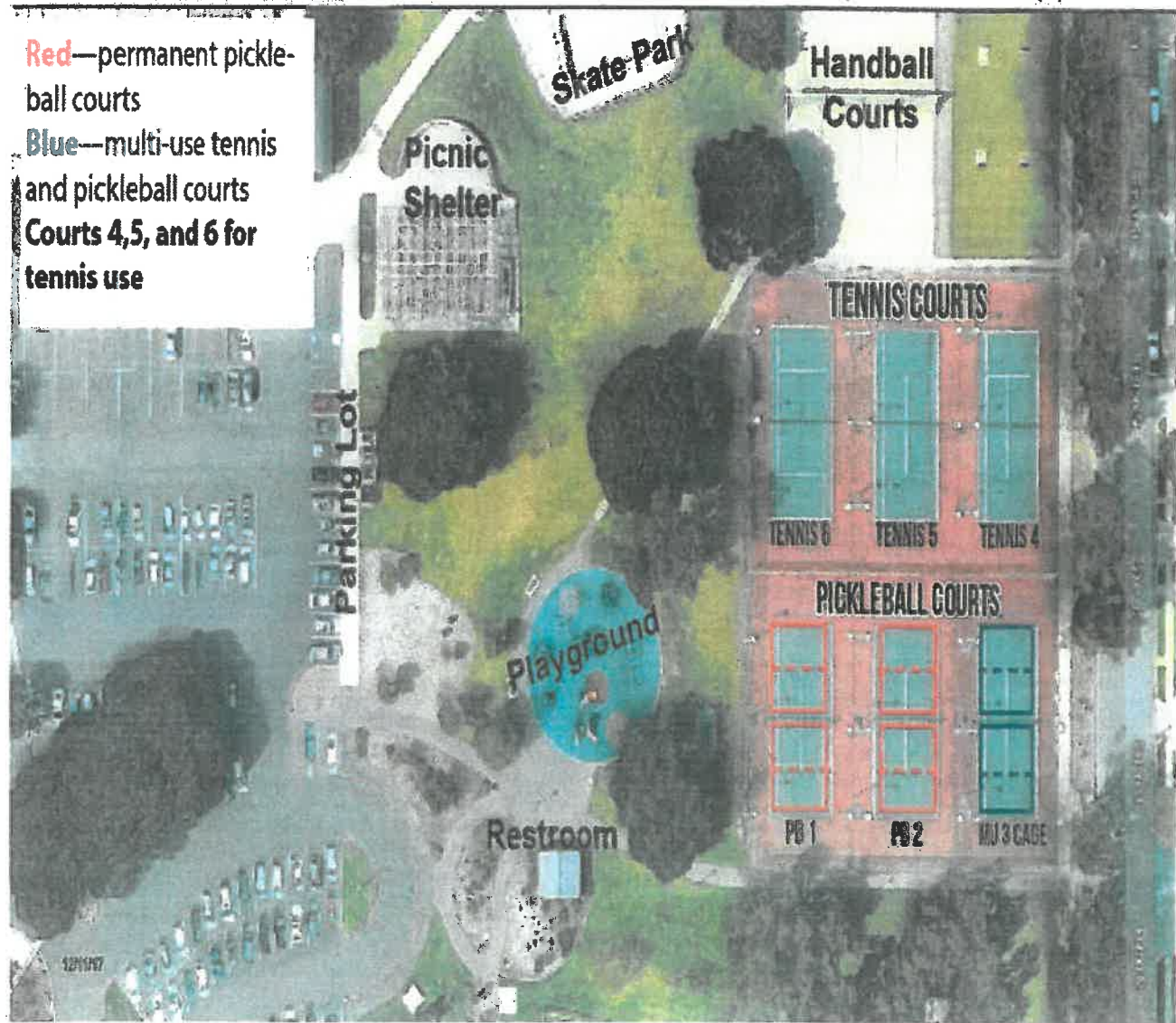
- A. Lines shall be painted with Plexipave System Acrylic White Line Paint according to USTA specifications in the following manner:
  - Parallel strips of masking tape shall be put down with a tape machine to obtain straight lines. A 4" brush or a 2" roller should be used to apply the paint. Care should be taken not to get line paint on the surrounding surface. If texture is required, a small amount of fine clear sand can be mixed into the paint. In most cases, one coat is sufficient. All courts shall be lined for doubles play.

### **Miscellaneous**

- A. The edges of the concrete slab and all light pole foundations shall be painted with Plexipave System Acrylic Color Filler-Finish or approved equal to enhance the overall appearance of the finished product.
- B. A minimum of 48 hours shall be allowed before subjecting surface to competition.
- C. Materials shall not be applied below 50 degrees Fahrenheit.
- D. Care shall be taken to protect adjacent areas and structures which are not meant to be coated. These are, but not limited to, fences, posts, sidewalks and buildings. In the event that coatings are applied to the above, coating shall be removed immediately before drying occurs.
- E. Court surface shall show no squeegee or tool marks when courts are completed. The court shall be a smooth surface and of uniform texture.

APPENDIX A  
CONSTRUCTION DRAWINGS/PHOTOS

**Bob Kildee Park: potential tennis court conversion to pickleball court(s)**



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

On 03/27/2018 before me, Angela K. Kim, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Ted Lee  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Bond# BB2005024 Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Ted Lee

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

American Contractors Indemnity Company

Signer Is Representing: \_\_\_\_\_



TOKIO MARINE  
HCC

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

**TED LEE**

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number BB2005024, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Three million and 00/100 ( \$3,000,000.00 ).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1<sup>st</sup> day of September, 2011.

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 18<sup>th</sup> day of December 2017.

State of California  
County of Los Angeles SS:



AMERICAN CONTRACTORS INDEMNITY COMPANY

By: Adam S. Pessin  
Adam S. Pessin, President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 18<sup>th</sup> day of December 2017, before me, Patricia Kanegawa Perez, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Patricia Kanegawa Perez

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of March, 2018.

Bond No. BB2005024

Agency No. 9007



Kio Lo  
Kio Lo, Assistant Secretary

HCCSZPOAACIC12/2017

# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Riverside )

On March 29, 2018 before me, Janet Bangs  
(here insert name and title of the officer)

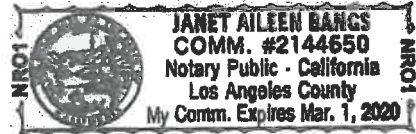
personally appeared Ed Kruse

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s)

\_\_\_\_\_ Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_

\_\_\_\_\_ Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:  
Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

- Additional Signer(s)
- Signer(s) Thumbprint(s)

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
STAFF REPORT / AGENDA REPORT**

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Eric L. Storrie, Recreation Services Manager**

**DATE: May 2, 2018**

**SUBJECT: CONSIDERATION OF POTENTIAL STAFFING AND  
OPERATIONAL CHANGES TO THE SKATE PARK**

**RECOMMENDATION**

It is recommended the Board provide direction to staff regarding potential staffing and operational changes to the District skate park.

**BACKGROUND**

Staff is seeking direction from the Board related to potential staffing and operational changes to the District skate park. Specifically, staff is recommending that the Board remove daily staffing requirements, approve new hours of operation, discontinue sale of annual passes and approve refunding of annual skate park passes at a pro-rated formula. Once the Board has provided direction on these items, staff will return in June with a proposed update of Ordinance 8 to implement the Board's proposed changes.

In 1998 the District identified a need for a community skate park. The purpose was to give youth a safe environment which was free from cars, shopping carts, collisions with non-skaters and more. Bob Kildee Park location was approved due to the convenience of the location and its proximity to the middle school in 1999. The original design did not include a fence however, shortly after the install the District installed a fence to stop bicycles from entering the facility.

Two main methods of skate park operations that are recognized by the insurance and recreation industry are 1) to operate a skate park without staff and posted rules and regulations or 2) to staff the facility in addition to the posted signs. The District originally operated the skate park without staff for the first 10 years and then in 2009 the District decided to staff the skate park due to issues and concerns and to more closely monitor activities located at this facility.

Pleasant Valley Recreation and Park District is reviewing internal processes and procedures related to the staffing and operation of the District's skatepark, located at Bob Kildee Community Park, 1030 Temple Ave., Camarillo, CA 93010. The skatepark, a pay-to-play facility, was constructed in November 1998 and is staffed weekdays 2:00pm-7:00pm and weekends 11:00am-7:00pm. Day passes are \$5.00 each and annual passes start at \$20.00. The District spends approximately \$23,000 to staff the facility and has had 39 injuries and one pending lawsuit since 2013.

## ANALYSIS

District staff have analyzed eight areas of consideration:

1. State of California legal and code requirements for operation and use of skateparks
2. Judicial Council report required pursuant to Health and Safety Code Section 115800
3. Comparison of operation and staffing by other skatepark operators in the region
4. Reported injuries at skatepark over the past three (3) calendar years
5. Current skatepark operations, staffing, and revenue
6. Citation process and fees
7. Sales and refunding of annual passes
8. Proposed hours of operation

### 1. State of California Legal and Code Requirements for Operation and use of Skateparks

**Assembly Bill No. 1296, Chapter 573** (September 1997) - an act to amend and repeal Section 115800 of the Health and Safety Code, relating to liability.

- Existing law provides neither public entities nor employees are liable to persons who participate in "Hazardous recreational activities"
- Defines "Hazardous recreational activities" as part of Section 931.7 of the Government Code to include skateboarding if the person is 14 years of age or older, activity that caused injury was a stunt, trick, or luge skateboarding, and the skatepark is on public property
- Requires agencies to record known or reported injuries
- Requires agency to file injury records with the Judicial Council annually, beginning in 1999
- Created a state-mandated local program

Section 1. Section 115800 of the Health and Safety Code is amended to read:

- (a) Operators are required to have users wear helmet, elbow pads, and knee pads
  - (b) If agency-owned facility specifically used for recreational skateboarding, and NOT supervised on a regular basis, requirements are met if:
    - (1) Agency required to adopt ordinance requiring users wear helmet, elbow pads, and knee pads (**PVRPD does not have this specific language in place**)
    - (2) Posting of signs notifying users must wear helmet, elbow pads, and knee pads and may be subject to citation under the ordinance (**PVRPD does not have this in place**)
  - (c) "Local public agency" includes, but is not limited to a city, county, or city and county
    - (1) Agency shall maintain a record of all claims, paid and not paid, including any lawsuits and their results. Results filed annually with Judicial Council
- Section shall remain in effect until January 1, 2003 unless repealed, deleted or extended (additional statute)

**Senate Bill No. 994, Chapter 409** (September 2002)

- Extends existing law until January 1, 2008 unless repealed, deleted or extended (additional statute)

**Senate Bill No. 1179, Chapter 140** (August 2006)

- Extends existing law until January 1, 2012 unless repealed, deleted or extended (additional statute)
- Reduces age of user to 12 years of age or older

**Senate Bill No. 264, Chapter 232 (September 2011)**

- Extends law indefinitely
- Extends recording of injuries and reporting indefinitely

**Assembly Bill No. 1146, Chapter 221 (August 2015)**

- Redefines use to include "other wheeled recreational device" means nonmotorized bicycles, scooters, in-line skates, roller skates, or wheelchairs
- The riding of the skateboard or other wheeled recreational device that caused the injury was stunt, trick, or luge riding
- Extends provision for "other wheeled recreational device" to January 1, 2020 unless repealed, deleted or extended (additional statute)

**2. Judicial Council Report required pursuant to Health and Safety Code Section 115800**

**March 12, 2002 Report to the Legislature**

- Public agencies are required to report injuries incurred in skateboard parks built on or after January 1, 1998
- Nine (9) public agencies submitted: Campbell, Chico, Elk Grove, Fullerton, Morgan Hill, Pico Rivera, Santa Barbara, Stockton, and Vacaville
- 80 injuries were reported for CY 2001
  - o Minor lacerations, broken bones, dislocated joints, slight concussions
- No lawsuits or claims filed

**March 24, 2011 Report to the Legislature**

- Public agencies are required to report injuries incurred in skateboard parks built on or after January 1, 1998
  - o 34 public agencies submitted: Anderson, Apple Valley, Bellflower, Burbank, Campbell, Concord, Corona, Costa Mesa, Duarte, El Cajon, Elk Grove, Escondido, Folsom, Fresno, Glendale, Laguna Hills, Laguna Niguel, Livermore, Los Angeles, Millbrae, Moorpark, Murrieta, Murrieta2, Newbury Park, Pacifica, Poway, Sacramento, San Clemente, Santa Barbara, Santa Clarita, Santa Monica, Vista, Walnut Creek, Yreka
- 792 injuries were reported between 2002 and 2010
  - o Facial injuries most common, followed by injuries to ankle, head, arm
- No lawsuits or claims filed

**3. Comparison of Operation and Staffing by other Skatepark Operators in the Region**

District staff analyzed 21 regional skateparks, including pay-to-enter facilities, staffed vs. non-staffed facilities, and if signage and ordinance requirements have been met. Seven (7) of 19 are not currently staffed (two unknown).

**4. Reported Injuries at Skatepark over the Past Three (3) Calendar Years**

Over the past three (3) calendar years, the District has reported 39 injuries at the skatepark which included 19 minor bruises, 6 non-skating seizures, 12 minor lacerations, and two (2) head injuries.

**5. Current Skatepark Operations, Staffing, and Revenue**

The skatepark is a fence-enclosed space that is open weekdays 2:00pm-7:00pm and weekends 11:00am-7:00pm. As part of the Fiscal Year 2018-2019 budget process, staff will require direction on requesting \$23,000 to continue staffing and operation of the skatepark. Year-to-date revenues (FY17-18) are \$5,638.



## **6. Citation Process and Fees**

The District's Board of Directors authorizes the General Manager to implement and administer the policies, ordinances, and regulations of Ordinance 8, to include Authority and Enforcement to protect the public health, safety, welfare, and the resources under the District's care (Section 103). This authority covers District Park Rangers, designated as peace officers pursuant to Penal Code Section 830.31(b), who are authorized to enforce all District ordinances, rules and regulations, all laws of the State of California and all applicable municipal laws and ordinances. Consistent with Public Resources Code Section 5786.17 and the provisions of the District's Ordinance 8, Park Rangers are authorized to warn and evict persons, and issue citations for any misdemeanor or infraction violation of District ordinances, rules, regulations, and applicable municipal laws or ordinances, and state law, when the violation is committed within District Lands and in the presence of the Park Ranger issuing the citation.

## **7. Sales and Refunding of Annual Passes**

Staff is recommending two (2) items as it relates to the selling and refunding of annual passes. First is to direct staff to discontinue the sale of annual passes, effective May 2, 2018. The second is the process for refunding any users who have purchased an annual pass: purchase price (\$20.00) divided by twelve (12, the number of months in an annual pass) equals the monthly rate (\$1.67) then multiplied by the number of months the pass was used. This rate would be refunded based on adoption starting on July 1, 2018.

**Example:** if a user purchased a monthly pass on January 1, the prorated amount would be 6 months (\$10.02) due to only 6 months of use (January-June).

## **8. Hours of Operation**

Staff is recommending the following hours of operation for non-supervised use of the skatepark: sunrise to sunset daily, depending on the time of year and Park Ranger scheduling and availability. The District will be required to post signs notifying users they must wear a helmet, elbow and knee pads subject to citation under the ordinance.

Staff is seeking Board direction on the following recommended changes and updates:

1. Updated language in Ordinance 8 and the General Use Policy
2. Update and post signage containing specific language to meet California law (Health & Safety Code §115800(b)(2))
3. Remove daily staffing requirements and direct staff to provide one (1) supervised skatepark session on Saturdays from 10:00am-2:00pm for all wheeled recreational devices. This session is for age 12 and under and users must wear applicable safety equipment;
4. Discontinue sale of annual passes and approve refunding of annual skatepark passes at the prorated formula
5. Approve the proposed hours of operation

## **FISCAL IMPACT**

There is no fiscal impact associated with this action at this time, but should the Board decide to discontinue daily staffing of the skatepark, there could be an approximate net cost-savings of \$15,000 per year.

### **RECOMMENDATION**

It is recommended the Board provide direction to staff regarding potential staffing and operational changes to the District skate park.

### **ATTACHMENTS**

- 1) State of California legal and code requirements for operation and use of skateparks  
(20 pages)
- 2) Judicial Council report required pursuant to Health and Safety Code Section 115800  
(18 pages)
- 3) Comparison of operation and staffing by other skatepark operators in the region  
(1 page)

**Assembly Bill No. 1296**

**CHAPTER 573**

An act to amend, repeal, and add Section 115800 of the Health and Safety Code, relating to liability.

[Approved by Governor September 29, 1997. Filed  
with Secretary of State September 30, 1997.]

**LEGISLATIVE COUNSEL'S DIGEST**

**AB 1296, Morrow. Liability.**

Existing law provides that neither public entities nor public employees are liable to any person who participates in a hazardous recreational activity. Existing law defines "hazardous recreational activities" for these purposes to include various activities.

This bill would provide that skateboarding at a public skateboard park is a hazardous recreational activity for purposes of those provisions if the person skateboarding is 14 years of age or older, the skateboarding activity was stunt, trick, or luge skateboarding, and the skateboard park is on public property, as specified. The bill would require appropriate local public agencies to maintain a record of all known or reported injuries incurred by skateboarders in a public skateboard park or facility, and other information regarding those incidents, as specified, and would require copies of these records to be filed with the Judicial Council annually, beginning in 1999. By imposing additional duties on local public agencies, the bill would create a state-mandated local program. The bill would require the Judicial Council to submit a report to the Legislature regarding this information on or before March 31, 2000, as specified.

The bill would provide for the repeal of these provisions on January 1, 2003.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement, including the creation of a State Mandates Claims Fund to pay the costs of mandates that do not exceed \$1,000,000 statewide and other procedures for claims whose statewide costs exceed \$1,000,000.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.



*The people of the State of California do enact as follows:*

SECTION 1. Section 115800 of the Health and Safety Code is amended to read:

115800. (a) No operator of a skateboard park shall permit any person to ride a skateboard therein, unless that person is wearing a helmet, elbow pads, and knee pads.

(b) With respect to any facility, owned or operated by a local public agency, that is designed and maintained for the purpose of recreational skateboard use, and that is not supervised on a regular basis, the requirements of subdivision (a) may be satisfied by compliance with the following:

(1) Adoption by the local public agency of an ordinance requiring any person riding a skateboard at the facility to wear a helmet, elbow pads, and knee pads.

(2) The posting of signs at the facility affording reasonable notice that any person riding a skateboard in the facility must wear a helmet, elbow pads, and knee pads, and that any person failing to do so will be subject to citation under the ordinance required by paragraph (1).

(c) "Local public agency" for purposes of this section includes, but is not limited to, a city, county, or city and county.

(d) (1) Skateboarding at any facility or park owned or operated by a public entity as a public skateboard park, as provided in paragraph (3), shall be deemed a hazardous recreational activity within the meaning of Section 831.7 of the Government Code if all of the following conditions are met:

(A) The person skateboarding is 14 years of age or older.

(B) The skateboarding activity that caused the injury was stunt, trick, or luge skateboarding.

(C) The skateboard park is on public property that complies with subdivision (a) or (b).

(2) In addition to the provisions of subdivision (c) of Section 831.7 of the Government Code, nothing in this section is intended to limit the liability of a public entity with respect to any other duty imposed pursuant to existing law, including the duty to protect against dangerous conditions of public property pursuant to Chapter 2 (commencing with Section 830) of Part 2 of Division 3.6 of Title 1 of the Government Code.

(3) For public skateboard parks that were constructed on or before January 1, 1998, this subdivision shall apply to hazardous recreational activity injuries incurred on or after January 1, 1998, and before January 1, 2001. For public skateboard parks that are constructed after January 1, 1998, this subdivision shall apply to hazardous recreational activity injuries incurred on or after January 1, 1998, and before January 1, 2003. For purposes of this subdivision, any skateboard facility that is a movable facility shall be deemed

constructed on the first date it is initially made available for use at any location by the local public agency.

(4) The appropriate local public agency shall maintain a record of all known or reported injuries incurred by a skateboarder in a public skateboard park or facility. The local public agency shall also maintain a record of all claims, paid and not paid, including any lawsuits and their results, arising from those incidents that were filed against the public agency. Beginning in 1999, copies of these records shall be filed annually, no later than January 30 each year, with the Judicial Council, which shall submit a report to the Legislature on or before March 31, 2000, on the incidences of injuries incurred, claims asserted, and the results of any lawsuit filed, by persons injured while skateboarding in public skateboard parks or facilities.

(5) This subdivision shall not apply on or after January 1, 2001, to public skateboard parks that were constructed on or before January 1, 1998, but shall continue to apply to public skateboard parks that are constructed after January 1, 1998.

(e) This section shall remain in effect until January 1, 2003, and as of that date is repealed, unless a later enacted statute, enacted before January 1, 2003, deletes or extends that date.

SEC. 2. Section 115800 is added to the Health and Safety Code, to read:

115800. (a) No operator of a skateboard park shall permit any person to ride a skateboard therein, unless that person is wearing a helmet, elbow pads, and knee pads.

(b) With respect to any facility, owned or operated by a local public agency, that is designed and maintained for the purpose of recreational skateboard use, and that is not supervised on a regular basis, the requirements of subdivision (a) may be satisfied by compliance with the following:

(1) Adoption by the local public agency of an ordinance requiring any person riding a skateboard at the facility to wear a helmet, elbow pads, and knee pads.

(2) The posting of signs at the facility affording reasonable notice that any person riding a skateboard in the facility must wear a helmet, elbow pads, and knee pads, and that any person failing to do so will be subject to citation under the ordinance required by paragraph (1).

(c) "Local public agency" for purposes of this section includes, but is not limited to, a city, county, or city and county.

(d) This section shall become operative on January 1, 2003.

SEC. 3. Notwithstanding Section 17610 of the Government Code, if the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code. If the statewide cost of the claim for



reimbursement does not exceed one million dollars (\$1,000,000), reimbursement shall be made from the State Mandates Claims Fund.

Notwithstanding Section 17580 of the Government Code, unless otherwise specified, the provisions of this act shall become operative on the same date that the act takes effect pursuant to the California Constitution.

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**SENATE BILL NO. 994 NOT INCLUDED IN THIS PACKET**





Senate Bill No. 1179

CHAPTER 140

An act to amend Section 115800 of the Health and Safety Code, relating to recreational activities.

[Approved by Governor August 22, 2006. Filed with Secretary of State August 22, 2006.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1179, Morrow. Recreational activities: skateboarding.

Existing law, effective until January 1, 2008, provides that skateboarding at a public skateboard park is a hazardous recreational activity, if all of specified conditions are met, including if the person skateboarding is 14 years of age or older.

This bill would reduce that age limit to 12 years of age or older. The bill would also extend the operative dates of those provisions until January 1, 2012, and would make other conforming changes to that provision.

Existing law, operative on January 1, 2008, prohibits an operator of a skateboard park from permitting any person to ride a skateboard in the park unless that person is wearing a helmet, elbow pads, and knee pads. Existing law, operative on January 1, 2008, further describes how those requirements may be satisfied with respect to a recreational skateboard facility owned and operated by a local public agency, as specified.

This bill would instead make those provisions operative on January 1, 2012.

*The people of the State of California do enact as follows:*

SECTION 1. Section 115800 of the Health and Safety Code, as amended by Section 1 of Chapter 409 of the Statutes of 2002, is amended to read:

115800. (a) No operator of a skateboard park shall permit any person to ride a skateboard therein, unless that person is wearing a helmet, elbow pads, and knee pads.

(b) With respect to any facility, owned or operated by a local public agency, that is designed and maintained for the purpose of recreational skateboard use, and that is not supervised on a regular basis, the requirements of subdivision (a) may be satisfied by compliance with the following:

(1) Adoption by the local public agency of an ordinance requiring any person riding a skateboard at the facility to wear a helmet, elbow pads, and knee pads.

(2) The posting of signs at the facility affording reasonable notice that any person riding a skateboard in the facility must wear a helmet, elbow pads, and knee pads, and that any person failing to do so will be subject to citation under the ordinance required by paragraph (1).

(c) "Local public agency" for purposes of this section includes, but is not limited to, a city, county, or city and county.

(d) (1) Skateboarding at any facility or park owned or operated by a public entity as a public skateboard park, as provided in paragraph (3), shall be deemed a hazardous recreational activity within the meaning of Section 831.7 of the Government Code if all of the following conditions are met:

(A) The person skateboarding is 12 years of age or older.

(B) The skateboarding activity that caused the injury was stunt, trick, or luge skateboarding.

(C) The skateboard park is on public property that complies with subdivision (a) or (b).

(2) In addition to the provisions of subdivision (c) of Section 831.7 of the Government Code, nothing in this section is intended to limit the liability of a public entity with respect to any other duty imposed pursuant to existing law, including the duty to protect against dangerous conditions of public property pursuant to Chapter 2 (commencing with Section 830) of Part 2 of Division 3.6 of Title 1 of the Government Code. However, nothing in this section is intended to abrogate or limit any other legal rights, defenses, or immunities that may otherwise be available at law.

(3) For public skateboard parks that were constructed on or before January 1, 1998, this subdivision shall apply to hazardous recreational activity injuries incurred on or after January 1, 1998, and before January 1, 2001. For public skateboard parks that are constructed after January 1, 1998, this subdivision shall apply to hazardous recreational activity injuries incurred on or after January 1, 1998, and before January 1, 2012. For purposes of this subdivision, any skateboard facility that is a movable facility shall be deemed constructed on the first date it is initially made available for use at any location by the local public agency.

(4) The appropriate local public agency shall maintain a record of all known or reported injuries incurred by a skateboarder in a public skateboard park or facility. The local public agency shall also maintain a record of all claims, paid and not paid, including any lawsuits and their results, arising from those incidents that were filed against the public agency. Beginning in 1999, copies of these records shall be filed annually, no later than January 30 each year, with the Judicial Council, which shall submit a report to the Legislature on or before March 31, 2011, on the incidences of injuries incurred, claims asserted, and the results of any lawsuit filed, by persons injured while skateboarding in public skateboard parks or facilities.

(5) This subdivision shall not apply on or after January 1, 2001, to public skateboard parks that were constructed on or before January 1,

1998, but shall continue to apply to public skateboard parks that are constructed after January 1, 1998.

(e) This section shall remain in effect until January 1, 2012, and as of that date is repealed, unless a later enacted statute, enacted before January 1, 2012, deletes or extends that date.

SEC. 2. Section 115800 of the Health and Safety Code, as amended by Section 2 of Chapter 409 of the Statutes of 2002, is amended to read:

115800. (a) No operator of a skateboard park shall permit any person to ride a skateboard therein, unless that person is wearing a helmet, elbow pads, and knee pads.

(b) With respect to any facility, owned or operated by a local public agency, that is designed and maintained for the purpose of recreational skateboard use, and that is not supervised on a regular basis, the requirements of subdivision (a) may be satisfied by compliance with the following:

(1) Adoption by the local public agency of an ordinance requiring any person riding a skateboard at the facility to wear a helmet, elbow pads, and knee pads.

(2) The posting of signs at the facility affording reasonable notice that any person riding a skateboard in the facility must wear a helmet, elbow pads, and knee pads, and that any person failing to do so will be subject to citation under the ordinance required by paragraph (1).

(c) "Local public agency" for purposes of this section includes, but is not limited to, a city, county, or city and county.

(d) This section shall become operative on January 1, 2012.

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**Senate Bill No. 264**

**CHAPTER 232**

An act to amend and repeal Section 115800 of the Health and Safety Code, relating to skateboard parks.

[Approved by Governor September 6, 2011. Filed with  
Secretary of State September 6, 2011.]

**LEGISLATIVE COUNSEL'S DIGEST**

**SB 264, Correa. Recreational activities: skateboard parks.**

Existing law prohibits an operator of a skateboard park from permitting any person to ride a skateboard in the park unless that person is wearing a helmet, elbow pads, and knee pads. Existing law further describes how those requirements may be satisfied with respect to a recreational skateboard facility owned and operated by a local public agency, as specified. Existing law, until January 1, 2012, further provides that skateboarding at a public skateboard park is a hazardous recreational activity, if all of specified conditions are met, including if the person skateboarding is 12 years of age or older.

This bill would continue indefinitely the latter provision deeming skateboarding at a public skateboard park a hazardous recreational activity.

Existing law, until January 1, 2012, requires a local public agency to maintain a record of injuries incurred by a skateboarder in a public skateboard park or facility constructed after 1998 and all claims and lawsuits against the public agency arising from those injuries. Existing law requires copies of those records to be filed annually with the Judicial Council, and existing law required the Judicial Council to submit a specified report on those injuries, claims, and lawsuits to the Legislature by March 31, 2011.

This bill would extend the requirement to maintain those records indefinitely, and also would, for injuries on and after January 1, 2012, apply the requirement to public skateboard parks constructed on or after January 1, 1996. The bill would also require copies of the records of claims and lawsuits, beginning in 2013, to be filed annually with the Assembly Committee on Judiciary and the Senate Committee on Judiciary. By extending the requirement of that recordkeeping, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

*The people of the State of California do enact as follows:*

SECTION 1. Section 115800 of the Health and Safety Code, as amended by Section 1 of Chapter 140 of the Statutes of 2006, is amended to read:

115800. (a) No operator of a skateboard park shall permit any person to ride a skateboard therein, unless that person is wearing a helmet, elbow pads, and knee pads.

(b) With respect to any facility, owned or operated by a local public agency, that is designed and maintained for the purpose of recreational skateboard use, and that is not supervised on a regular basis, the requirements of subdivision (a) may be satisfied by compliance with the following:

(1) Adoption by the local public agency of an ordinance requiring any person riding a skateboard at the facility to wear a helmet, elbow pads, and knee pads.

(2) The posting of signs at the facility affording reasonable notice that any person riding a skateboard in the facility must wear a helmet, elbow pads, and knee pads, and that any person failing to do so will be subject to citation under the ordinance required by paragraph (1).

(c) "Local public agency" for purposes of this section includes, but is not limited to, a city, county, or city and county.

(d) (1) Skateboarding at any facility or park owned or operated by a public entity as a public skateboard park, as provided in paragraph (3), shall be deemed a hazardous recreational activity within the meaning of Section 831.7 of the Government Code if all of the following conditions are met:

(A) The person skateboarding is 12 years of age or older.

(B) The skateboarding activity that caused the injury was stunt, trick, or luge skateboarding.

(C) The skateboard park is on public property that complies with subdivision (a) or (b).

(2) In addition to the provisions of subdivision (c) of Section 831.7 of the Government Code, nothing in this section is intended to limit the liability of a public entity with respect to any other duty imposed pursuant to existing law, including the duty to protect against dangerous conditions of public property pursuant to Chapter 2 (commencing with Section 830) of Part 2 of Division 3.6 of Title 1 of the Government Code. However, nothing in this section is intended to abrogate or limit any other legal rights, defenses, or immunities that may otherwise be available at law.

(3) (A) Except as provided in subparagraph (B), for public skateboard parks that were constructed on or before January 1, 1998, this subdivision shall apply to hazardous recreational activity injuries incurred on or after January 1, 1998, and before January 1, 2001. For public skateboard parks that are constructed after January 1, 1998, this subdivision shall apply to hazardous recreational activity injuries incurred on or after January 1, 1998. For purposes of this subdivision, any skateboard facility that is a movable facility shall be deemed constructed on the first date it is initially made available for use at any location by the local public agency.

(B) For public skateboard parks that were constructed after January 1, 1996, and before January 1, 1998, this subdivision shall apply to hazardous recreational activity injuries incurred on or after January 1, 2012.

(4) The appropriate local public agency shall maintain a record of all known or reported injuries incurred by a skateboarder in a public skateboard park or facility. The local public agency shall also maintain a record of all claims, paid and not paid, including any lawsuits and their results, arising from those incidents that were filed against the public agency. Beginning in 2013, copies of the records of claims and lawsuits shall be filed annually, no later than January 30 each year, with the Assembly Committee on Judiciary and the Senate Committee on Judiciary.

(5) (A) Except as provided in subparagraph (B), this subdivision shall not apply on or after January 1, 2001, to public skateboard parks that were constructed on or before January 1, 1998, but shall continue to apply to public skateboard parks that are constructed after January 1, 1998.

(B) On and after January 1, 2012, this subdivision shall apply to public skateboard parks that were constructed on or after January 1, 1996.

SEC. 2. Section 115800 of the Health and Safety Code, as amended by Section 2 of Chapter 140 of the Statutes of 2006, is repealed.

SEC. 3. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.





AMENDED IN SENATE JUNE 8, 2015  
AMENDED IN ASSEMBLY APRIL 16, 2015  
AMENDED IN ASSEMBLY APRIL 8, 2015  
CALIFORNIA LEGISLATURE—2015–16 REGULAR SESSION

**ASSEMBLY BILL**

**No. 1146**

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**Introduced by Assembly Member Jones**  
*(Principal coauthor: Senator Anderson)*  
*(Coauthors: Assembly Members Harper and Olsen)*

February 27, 2015

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An act to amend, repeal, and add Section 115800 of the Health and Safety Code, relating to recreational safety.

LEGISLATIVE COUNSEL'S DIGEST

AB 1146, as amended, Jones. Skateboard parks.

Existing law prohibits an operator of a skateboard park from permitting a person to ride a skateboard at the park, unless the person is wearing a helmet, elbow pads, and knee pads. Existing law provides that a skateboard facility owned or operated by a local public agency that is not supervised on a regular basis may satisfy the above requirement if it complies with certain things, including the adoption of an ordinance that requires a person riding a skateboard in the facility to wear a helmet, elbow pads, and knee pads, as provided. Existing law provides that a public entity is not liable to a person who participates in a hazardous recreational activity and skateboarding at a facility owned or operated by a public entity as a public skateboard park is a hazardous recreational activity, if certain conditions are met.

For purposes of the above provisions relating to skateboard safety and liability, among others, this bill would include other wheeled recreational devices, as defined, until January 1, 2020.

Vote: majority. Appropriation: no. Fiscal committee: no.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 115800 of the Health and Safety Code  
2 is amended to read:

3 115800. (a) An operator of a skateboard park shall not permit  
4 a person to ride a skateboard or other wheeled recreational device  
5 in the skateboard park, unless that person is wearing a helmet,  
6 elbow pads, and knee pads.

7 (b) With respect to a facility, owned or operated by a local public  
8 agency, that is designed and maintained for the purpose of riding  
9 a recreational skateboard or other wheeled recreational device,  
10 and that is not supervised on a regular basis, the requirements of  
11 subdivision (a) may be satisfied by compliance with the following:

12 (1) Adoption by the local public agency of an ordinance  
13 requiring a person riding a skateboard or other wheeled recreational  
14 device at the facility to wear a helmet, elbow pads, and knee pads.

15 (2) The posting of signs at the facility affording reasonable  
16 notice that a person riding a skateboard or other wheeled  
17 recreational device in the facility must wear a helmet, elbow pads,  
18 and knee pads, and that a person failing to do so will be subject to  
19 citation pursuant to the ordinance required by paragraph (1).

20 (c) "Local public agency" for purposes of this section includes,  
21 but is not limited to, a city, county, or city and county.

22 (d) For purposes of this section, "other wheeled recreational  
23 device" means nonmotorized bicycles, scooters, in-line skates,  
24 roller skates, or wheelchairs.

25 (e) (1) Riding a skateboard or other wheeled recreational device,  
26 or any concurrent combination of these activities at a facility or  
27 park owned or operated by a public entity as a public skateboard  
28 park, as provided in paragraph (3), shall be deemed a hazardous  
29 recreational activity within the meaning of Section 831.7 of the  
30 Government Code if all of the following conditions are met:

31 (A) The person riding the skateboard or other wheeled  
32 recreational device is 12 years of age or older.

1 (B) The riding of the skateboard or other wheeled recreational  
2 device that caused the injury was stunt, trick, or luge riding.

3 (C) The skateboard park is on public property that complies  
4 with subdivision (a) or (b).

5 (2) In addition to subdivision (c) of Section 831.7 of the  
6 Government Code, this section does not limit the liability of a  
7 public entity with respect to any other duty imposed pursuant to  
8 existing law, including the duty to protect against dangerous  
9 conditions of public property pursuant to Chapter 2 (commencing  
10 with Section 830) of Part 2 of Division 3.6 of Title 1 of the  
11 Government Code. However, this section does not abrogate or  
12 limit any other legal rights, defenses, or immunities that may  
13 otherwise be available at law.

14 (3) (A) Except as provided in subparagraph (B), for public  
15 skateboard parks that were constructed on or before January 1,  
16 1998, this subdivision shall apply to hazardous recreational activity  
17 injuries incurred on or after January 1, 1998, and before January  
18 1, 2001. For public skateboard parks that are constructed after  
19 January 1, 1998, this subdivision shall apply to hazardous  
20 recreational activity injuries incurred on or after January 1, 1998.  
21 For purposes of this subdivision, a skateboard facility that is a  
22 movable facility shall be deemed constructed on the first date it is  
23 initially made available for use at a location by the local public  
24 agency.

25 (B) For public skateboard parks that were constructed after  
26 January 1, 1996, and before January 1, 1998, this subdivision shall  
27 apply to hazardous recreational activity injuries incurred on or  
28 after January 1, 2012.

29 (4) The appropriate local public agency shall maintain a record  
30 of all known or reported injuries incurred by a person riding a  
31 skateboard or other wheeled recreational device in a public  
32 skateboard park or facility. The local public agency shall also  
33 maintain a record of all claims, paid and not paid, including any  
34 lawsuits and their results, arising from those incidents that were  
35 filed against the public agency. Copies of the records of claims  
36 and lawsuits shall be filed annually, no later than January 30 each  
37 year, with the Assembly Committee on Judiciary and the Senate  
38 Committee on Judiciary.

39 (5) (A) Except as provided in subparagraph (B), this subdivision  
40 shall not apply on or after January 1, 2001, to public skateboard

1 parks that were constructed on or before January 1, 1998, but shall  
2 continue to apply to public skateboard parks that are constructed  
3 after January 1, 1998.

4 (B) On and after January 1, 2012, this subdivision shall apply  
5 to public skateboard parks that were constructed on or after January  
6 1, 1996.

7 (6) For purposes of injuries that occur while operating ~~a one of~~  
8 ~~the other~~ wheeled recreational ~~device~~ *devices* described in  
9 subdivision (d) in a skateboard facility, this subdivision shall apply  
10 to any claim filed on or after January 1, 2016.

11 (f) This section shall remain in effect only until January 1, 2020,  
12 and as of that date is repealed, unless a later enacted statute, that  
13 is enacted before January 1, 2020, deletes or extends that date.

14 SEC. 2. Section 115800 is added to the Health and Safety Code,  
15 to read:

16 115800. (a) An operator of a skateboard park shall not permit  
17 a person to ride a skateboard in the park, unless that person is  
18 wearing a helmet, elbow pads, and knee pads.

19 (b) With respect to a facility, owned or operated by a local public  
20 agency, that is designed and maintained for the purpose of riding  
21 a recreational skateboard, and that is not supervised on a regular  
22 basis, the requirements of subdivision (a) may be satisfied by  
23 compliance with the following:

24 (1) Adoption by the local public agency of an ordinance  
25 requiring a person riding a skateboard at the facility to wear a  
26 helmet, elbow pads, and knee pads.

27 (2) The posting of signs at the facility affording reasonable  
28 notice that a person riding a skateboard in the facility must wear  
29 a helmet, elbow pads, and knee pads, and that a person failing to  
30 do so will be subject to citation under the ordinance required by  
31 paragraph (1).

32 (c) "Local public agency" for purposes of this section includes,  
33 but is not limited to, a city, county, or city and county.

34 (d) (1) Riding a skateboard at a facility or park owned or  
35 operated by a public entity as a public skateboard park, as provided  
36 in paragraph (3), shall be deemed a hazardous recreational activity  
37 within the meaning of Section 831.7 of the Government Code if  
38 all of the following conditions are met:

39 (A) The person riding the skateboard is 12 years of age or older.

1 (B) The riding of the skateboard that caused the injury was stunt,  
2 trick, or luge riding.

3 (C) The skateboard park is on public property that complies  
4 with subdivision (a) or (b).

5 (2) In addition to subdivision (c) of Section 831.7 of the  
6 Government Code, this section does not limit the liability of a  
7 public entity with respect to any other duty imposed pursuant to  
8 existing law, including the duty to protect against dangerous  
9 conditions of public property pursuant to Chapter 2 (commencing  
10 with Section 830) of Part 2 of Division 3.6 of Title 1 of the  
11 Government Code. However, this section does not abrogate or  
12 limit any other legal rights, defenses, or immunities that may  
13 otherwise be available at law.

14 (3) (A) Except as provided in subparagraph (B), for public  
15 skateboard parks that were constructed on or before January 1,  
16 1998, this subdivision shall apply to hazardous recreational activity  
17 injuries incurred on or after January 1, 1998, and before January  
18 1, 2001. For public skateboard parks that are constructed after  
19 January 1, 1998, this subdivision shall apply to hazardous  
20 recreational activity injuries incurred on or after January 1, 1998.  
21 For purposes of this subdivision, a skateboard facility that is a  
22 movable facility shall be deemed constructed on the first date it is  
23 initially made available for use at a location by the local public  
24 agency.

25 (B) For public skateboard parks that were constructed after  
26 January 1, 1996, and before January 1, 1998, this subdivision shall  
27 apply to hazardous recreational activity injuries incurred on or  
28 after January 1, 2012.

29 (4) The appropriate local public agency shall maintain a record  
30 of all known or reported injuries incurred by a person riding a  
31 skateboard in a public skateboard park or facility. The local public  
32 agency shall also maintain a record of all claims, paid and not paid,  
33 including any lawsuits and their results, arising from those incidents  
34 that were filed against the public agency. Copies of the records of  
35 claims and lawsuits shall be filed annually, no later than January  
36 30 each year, with the Assembly Committee on Judiciary and the  
37 Senate Committee on Judiciary.

38 (5) (A) Except as provided in subparagraph (B), this subdivision  
39 shall not apply on or after January 1, 2001, to public skateboard  
40 parks that were constructed on or before January 1, 1998, but shall

1 continue to apply to public skateboard parks that are constructed  
2 after January 1, 1998.

3 (B) On and after January 1, 2012, this subdivision shall apply  
4 to public skateboard parks that were constructed on or after January  
5 1, 1996.

6 (e) This section shall become operative on January 1, 2020.

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**Judicial Council of California**  
ADMINISTRATIVE OFFICE OF THE COURTS

455 Golden Gate Avenue • San Francisco, California 94102-3688  
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TANI CANTIL-SAKAUYE  
*Chief Justice of California*  
*Chair of the Judicial Council*

WILLIAM C. VICKREY  
*Administrative Director of the Courts*

RONALD G. OVERHOLT  
*Chief Deputy Director*

March 24, 2011

Ms. Diane F. Boyer-Vine  
Legislative Counsel  
State of California  
State Capitol, Room 3021  
Sacramento, California 95814

Mr. Gregory P. Schmidt  
Secretary of the Senate  
State Capitol, Room 400  
Sacramento, California 95814

Mr. E. Dotson Wilson  
Chief Clerk of the Assembly  
State Capitol, Room 3196  
Sacramento, California 95814  
amy.leach@asm.ca.gov

Re: Report to the Legislature on injuries incurred by skateboarders in public skateboard parks or facilities mandated under Health and Safety Code 115800.

Dear Ms. Boyer-Vine, Mr. Schmidt, and Mr. Wilson:

Enclosed is the 2010 Judicial Council report on the injuries incurred by skateboarders in public skateboard parks or facilities mandated under Health and Safety Code 115800.

### **Report Process**

As of January 1, 2001, public agencies are required to report only injuries incurred in skateboard parks built on or after January 1, 1998. In 2002, the Judicial Council submitted a report on injuries sustained in skateboard parks during calendar year 2001. This report includes information submitted to the Judicial Council on injuries sustained in skateboard parks between 2002 and 2010.

### **Summary of Findings**

Thirty-four public agencies submitted reports of skateboarding injuries in their jurisdictions between the council's previous report to the Legislature and the end of calendar year 2010.

- A total of 792 injuries were reported between 2002 and 2010;
- Facial injuries were the most common type of injury reported, followed by injuries to the ankle, head, and arm.

None of the public agencies that reported these injuries to the Judicial Council mentioned any claims or lawsuits filed against them as a result of such injuries.

If you have any questions related to this report, please contact Dag MacLeod, manager of the AOC Office of Court Research, at 415-865-7660.

Sincerely,



William C. Vickrey  
Administrative Director of the Courts

WCV/DM/sh

Enclosures

cc: Members of the Judicial Council

Ronald G. Overholt, Chief Deputy Director, Administrative Office of the Courts  
AOC Regional Administrative Directors

Curtis L. Child, Director, AOC Office of Governmental Affairs

Tina Carroll, Executive Office Liaison, Executive Office

Henry Sepulveda, Senior Governmental Affairs Analyst, AOC Office of Governmental Affairs

Eunice Lee, Secretary, Executive Office



Ms. Boyer-Vine, Mr. Schmidt, and Mr. Wilson  
March 24, 2011  
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Peter Allen, Office of Communications, AOC Executive Office Programs  
Judicial Administration Library



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RONALD G. OVERHOLT  
*Chief Deputy Director*

Report title: *Report on Injuries from Skateboarding in Public Skateboard Parks*

Statutory citation: *Health and Safety Code 115800*

Date of report: *March 31, 2011*

The Judicial Council has submitted a report to the Legislature in accordance with Health and Safety Code Section 115800.

The following summary of the report is provided under the requirements of Government Code section 9795.

Thirty-four public agencies submitted reports of skateboarding injuries in their jurisdictions between the council's previous report to the Legislature and the end of calendar year 2010. A total of 792 injuries were reported between 2002 and 2010. Facial injuries were the most common, followed by injuries to the ankle, head, and arm.

None of the public agencies that reported these injuries to the Judicial Council reported that any claims or lawsuits had been filed against them as a result of the reported injuries.

The full report can be accessed at [www.courts.ca.gov/7466.htm](http://www.courts.ca.gov/7466.htm).

A printed copy of the report may be obtained by calling 415-865-7454.



**Judicial Council of California**  
**Administrative Office of the Courts**

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*Chief Deputy Director*

PAT SWEETEN  
*Director*  
*Executive Office Programs Division*

March 12, 2002

Legislative Counsel  
State of California  
State Capitol, Room 3021  
Sacramento, California 95814

Mr. Gregory P. Schmidt  
Secretary of the Senate  
State Capitol, Room 400  
Sacramento, California 95814

Mr. E. Dotson Wilson  
Chief Clerk of the Assembly  
State Capitol, Room 3196  
Sacramento, California 95814

RE: Skateboarding Injuries in Public Skateboard Parks or Facilities  
Health and Safety Code Section 115800

Dear Mr. Schmidt and Mr. Wilson:

Enclosed is the Judicial Council report required pursuant to Health and Safety Code section 115800 on skateboarding injuries in public skateboard parks or facilities.

**Skateboarding Injuries in  
Public Skateboard Parks or Facilities**

**Report to the Legislature  
March 13, 2002**

**Report Summary**

The Judicial Council submits to the Legislature this report on injuries from skateboarding in public skateboard parks or facilities pursuant to section 115800 of the Health and Safety Code. Section 115800 requires that "The appropriate local public agency shall maintain a record of all known or reported injuries incurred by a skateboarder in a public skateboard park or facility. The local public agency shall also maintain a record of all claims, paid and not paid, including any lawsuits and their results, arising from those incidents that were filed against the public agency." These public agencies are required, in turn, to report these items annually to the Judicial Council. As of January 1, 2001, public agencies are only required to report injuries incurred in skateboard parks built on or after January 1, 1998.

The report includes a table summarizing the injuries reported by the public agencies that recognized their obligation to submit this information. Eighty injuries were documented. No lawsuits or claims were filed as a result of these injuries. Copies of the reports submitted by these agencies are attached.

**Skateboarding Injuries in  
Public Skateboard Parks or Facilities**

**Report to the Legislature  
March 13, 2002**

The Judicial Council submits to the Legislature this report on injuries from skateboarding in public skateboard parks or facilities pursuant to section 115800 of the Health and Safety Code. Section 115800 requires that "The appropriate local public agency shall maintain a record of all known or reported injuries incurred by a skateboarder in a public skateboard park or facility. The local public agency shall also maintain a record of all claims, paid and not paid, including any lawsuits and their results, arising from those incidents that were filed against the public agency." These public agencies are required, in turn, to report these items annually to the Judicial Council. As of January 1, 2001, public agencies are only required to report injuries incurred in skateboard parks built on or after January 1, 1998.

**Summary of Findings**

Nine public agencies submitted reports of skateboarding injuries in their jurisdictions for the year 2001: the cities of Campbell, Chico, Elk Grove, Fullerton, Morgan Hill, Pico Rivera, Santa Barbara, Stockton, and Vacaville. Their detailed reports are provided as attachments. A total of 80 injuries were reported for calendar year 2001. The nature of the injuries ranged from minor lacerations to broken bones, dislocated joints, and one slight concussion. No claims or lawsuits were filed against these public agencies as the result of the reported injuries. Figure 1 provides a summary table of the numbers and types of injuries, as well as the numbers of claims and lawsuits filed as a result.

Figure 1. Reported Skateboard Injury Accidents in Public Skateboard Parks and Facilities: Calendar Year 2001

City Name	Number of Injury Accidents	Number of Claims	Number of Lawsuits	Type of Injuries <sup>1</sup>				
				Minor Fall or Laceration	Dislocated / Sprained Joint	Broken Bone	Minor Head Injury	Unknown
Campbell	3	0	0	2	1	0	0	0
Chico	2	0	0	0	1	1	0	0
Elk Grove	4	0	0	2	0	2	0	0
Fullerton	7	0	0	2	0	2	2	1
Morgan Hill	1	0	0	1	0	0	0	0
Pico Rivera	8	0	0	1	6	1	0	0
Santa Barbara	14	0	0	5	4	3	1	1
Stockton	9	0	0	0	0	0	0	9
Vacaville	32	0	0	0	0	0	0	32
<b>TOTAL</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>13</b>	<b>12</b>	<b>9</b>	<b>3</b>	<b>43</b>

### Data and Methodology

The Research and Planning Unit of the Administrative Office of the Courts collected reports from agencies that recognized their obligation to report skateboarding injuries. In addition, a search was conducted in the legal journals and periodicals for any summary articles on this topic, yielding no results. A search of the Westlaw<sup>®</sup> and LEXIS<sup>®</sup> databases revealed no case filings in California involving skateboarding injuries in 2001. Filings and disposition data that the Administrative Office of the Courts receives from the trial courts do not allow us to identify skateboarding injuries as a specific case type.

It is possible that more than nine agencies were required to report this information to the Judicial Council. Unfortunately, there is no way to identify the errant agencies. The legislation (Senate Bill 994) did not appropriate any funds for data collection for this report.

- Attachment 1, City of Campbell
- Attachment 2, City of Chico
- Attachment 3, City of Elk Grove

<sup>1</sup> Most of the reporting agencies chose to send detailed information on the nature of the injuries; however, this was not specifically required by the legislation.

Attachment 4, City of Fullerton  
Attachment 5, City of Morgan Hill  
Attachment 6, City of Pico Rivera  
Attachment 7, City of Santa Barbara  
Attachment 8, City of Stockton  
Attachment 9, City of Vacaville





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**(As of February 14, 2011)**

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Robie & Matthai

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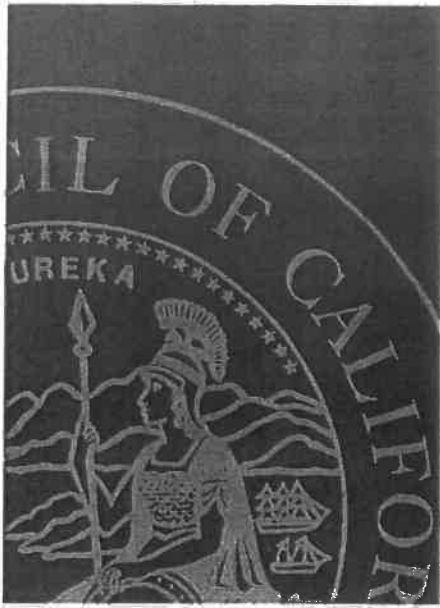
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**Dag MacLeod**  
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**Dag MacLeod**  
*Manager*





# **Report on Injuries From Skateboarding in Public Skateboard Parks**

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MANDATED UNDER HEALTH & SAFETY  
CODE SECTION 115800



**ADMINISTRATIVE OFFICE  
OF THE COURTS**

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EXECUTIVE OFFICE PROGRAMS DIVISION

## Skateboarding Injuries in Public Skateboard Parks or Facilities

### Report to the Legislature March 31, 2011

The Judicial Council submits to the Legislature this report on injuries from skateboarding in public skateboard parks or facilities under section 115800 of the Health and Safety Code.

Section 115800 requires that “The appropriate local public agency shall maintain a record of all known or reported injuries incurred by a skateboarder in a public skateboard park or facility. The local public agency shall also maintain a record of all claims, paid and not paid, including any lawsuits and their results, arising from those incidents that were filed against the public agency.” These public agencies, in turn, are required to report these items annually to the Judicial Council.

As of January 1, 2001, public agencies are required to report only injuries incurred in skateboard parks built on or after January 1, 1998. In 2002, the Judicial Council submitted a report on injuries sustained in skateboard parks during calendar year 2001. This report includes information submitted to the Judicial Council on injuries sustained in skateboard parks between 2002 and 2010.

#### Summary of Findings

Thirty-four public agencies submitted reports of skateboarding injuries in their jurisdictions between the council’s previous report to the Legislature and the end of calendar year 2010 (See Table 1). Their full reports have been scanned and are available on request.

Table 1: Cities Reporting Injuries Sustained in Public Skateboard Parks

Anderson	El Cajon	Los Angeles	Sacramento
Apple Valley	Elk Grove	Millbrae	San Clemente
Bellflower	Escondido	Moorpark	Santa Barbara
Burbank	Folsom	Murietta	Santa Clarita
Campbell	Fresno	Murrieta	Santa Monica
Concord	Glendale	Newbury Park	Vista
Corona	Laguna Hills	Pacifica	Walnut Creek
Costa Mesa	Laguna Niguel	Poway	Yreka
Duarte	Livermore		

A total of 792 injuries were reported between 2002 and 2010. The total number of injuries reported by city and year are reported below in Table 2. Facial injuries were the most common, followed by injuries to the ankle, head, and arm.

None of the public agencies that reported these injuries to the Judicial Council reported that any claims or lawsuits had been filed against them as a result of the reported injuries.

Table 2. Number of Skateboard Injury Accidents Reported

City	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	Total
Anderson						2	2					4
Apple Valley						1					1	2
Bellflower						11		2	3	1	7	24
Burbank						9	6	3	8		4	30
Campbell						14	13	13	5			45
Concord									1			1
Corona								1				1
Costa Mesa							2		1			3
Duarte				1								1
El Cajon						15	10	14	9	9		57
Elk Grove						9	6	8	7	7	3	40
Escondido								14	9	16	14	53
Folsom						9	10	18				37
Fresno					6	6	1					13
Glendale					1	29	30	27	22	28	25	162
Laguna Hills	1					1	3	1		1		7
Laguna Niguel						23	29					52
Livermore						1		1				2
Los Angeles											1	1
Millbrae								3				3
Moorpark						6	2	4	1		1	14
Murietta		1	1									2
Murrieta		1	3	2		1						7
Newbury Park						7						7
Pacifica						2	4					6
Poway							1					1
Sacramento						4	2	1				7
San Clemente								2		1		3
Santa Barbara						6	7	2		2	1	18
Santa Clarita							1	5	11	17	2	36
Santa Monica						52	24	23	16	16	9	140
Vista						3	2	4				9
Walnut Creek						1	2					3
Yreka						1						1
<b>Total</b>	<b>1</b>	<b>2</b>	<b>4</b>	<b>3</b>	<b>7</b>	<b>213</b>	<b>157</b>	<b>146</b>	<b>93</b>	<b>98</b>	<b>68</b>	<b>792</b>

## **Data and Methodology**

The Office of Court Research of the Administrative Office of the Courts collected reports from agencies that recognized their obligation to report skateboarding injuries. In addition, a search in the legal journals and periodicals for any summary articles on this topic yielded no results. A search of the Westlaw and LexisNexis databases revealed no case filings in California involving skateboarding injuries between 2002 and 2010. Filing and disposition data that the Administrative Office of the Courts receives from the trial courts do not allow us to identify skateboarding injuries as a specific case type.

It is possible that more than 34 agencies were required to report this information to the Judicial Council, but there is no way to identify errant agencies.



Regional Skatepark Analysis

Name of Facility	Address	Owner/Operator	Contact Name	Contact Number	Contact Email	Hours	Size (Sqft)	Rules Posted at Facility (Y/N)	Do we have a Copy of Rules (Y/N)	Staff Supervised (Y/N)	Admission Fees (Y/N) (R/D/A)	Website
Pleasant Valley Skate Park	1605 E. Burnley St. Camarillo, CA 93020	Pleasant Valley Recreation & Park District	Mary Andersen	805-987-8188	<a href="mailto:mandersen@pvrd.org">mandersen@pvrd.org</a>	M-F: 7:00pm - Sat-Sun 11:00am to 7:00pm	12,000	Y	Y	Y	Y (\$0/\$5/\$20)	<a href="http://www.pvrd.org/recreation/skatepark.asp">http://www.pvrd.org/recreation/skatepark.asp</a>
Ojai Skate Park	E Ojai Ave. Ojai, CA 93023	Ojai Recreation Department	Sophodes Corbis	805-646-5581	<a href="mailto:scorbis@oajicity.org">scorbis@oajicity.org</a>	Dawn to 10:00pm	12,500	Y	Y	N	N	<a href="https://www.oajicity.com/?page_id=196">https://www.oajicity.com/?page_id=196</a>
Westlake Village Skate Park	31107 Thousand Oaks Boulevard, Westlake Village, CA 91362	City of Westlake Village	Brianne Anderson	818-705-1613	<a href="mailto:brianne@wlv.org">brianne@wlv.org</a>	Dawn to Dusk	5,500	Y	Y	N	N	<a href="https://www.wlv.org/399/Westlake-Village-Skate-Park">https://www.wlv.org/399/Westlake-Village-Skate-Park</a>
Borchard Skatepark	130 North Reino Road, Newbury Park, CA 91320	Conejo Recreation & Park District	Rochelle Callis	805-581-2791	<a href="mailto:callis@cnrd.org">callis@cnrd.org</a>	9:00am to Sunset	9,000	Y	N	Y		<a href="http://www.cnrd.org/park/skatepark.asp">http://www.cnrd.org/park/skatepark.asp</a>
Bedford Pihard Skateboard Park	3250 S. Rose Avenue, Oxnard, CA 93033	City of Oxnard Recreation & Community Services	Susan Marquez	805-982-7121	<a href="mailto:susan.marquez@oxnard.org">susan.marquez@oxnard.org</a>	12:00pm to Dusk	15,000	Y	N	Y	N	<a href="https://www.oxnard.ca.gov/118-activities/blog/city-of-oxnard-bedford-pihard-skateboard-park.html">https://www.oxnard.ca.gov/118-activities/blog/city-of-oxnard-bedford-pihard-skateboard-park.html</a>
Ollie Mountain Skate Park	410 West O St., Tehachapi, CA 93561	Tehachapi Valley Recreation & Park District	Tiffany Frost	661-822-3228	<a href="mailto:info@tvrd.org">info@tvrd.org</a>	8:00am to Dusk	11,000	Y	Y	Y		<a href="https://www.oxnard.ca.gov/118-activities/blog/city-of-oxnard-bedford-pihard-skateboard-park.html">https://www.oxnard.ca.gov/118-activities/blog/city-of-oxnard-bedford-pihard-skateboard-park.html</a>
Culver City Skatepark	9678-9766 Jefferson Blvd., Culver City, California, 90232	Culver City Parks, Recreation & Community Services	Michael Wood	310-253-6677	<a href="mailto:michael.wood@culvercity.org">michael.wood@culvercity.org</a>	12:00pm to Sunset	8,500	Y	Y	N	N	<a href="https://www.culvercity.org/Home/Components/Facility/FacilityDetails/6207/231">https://www.culvercity.org/Home/Components/Facility/FacilityDetails/6207/231</a>
The Cove Skate Park	1401 Olympic Blvd., Santa Monica, CA 90404	Santa Monica Community & Cultural Services		310-458-8237	<a href="mailto:thesov@smgov.net">thesov@smgov.net</a>	12:00pm to 10:00pm	20,000	Y	Y	Y	Y (\$varies)	<a href="https://www.smgov.net/Departments/CS/Content.aspx?id=32414">https://www.smgov.net/Departments/CS/Content.aspx?id=32414</a>
Venice Skate Park	1500 Ocean Front Walk Venice, CA 90291	Los Angeles Department of Recreation and Parks	Lance LaMond	310-386-6794	<a href="mailto:venice@larp.recreation.lacounty.gov">venice@larp.recreation.lacounty.gov</a>	9:00am to Sunset	16,000	Y	Y	N		<a href="http://www.veniceskatepark.com/">http://www.veniceskatepark.com/</a>
Stoner Skate Plaza	1835 Stoner Ave. Los Angeles, CA 90025	Los Angeles Department of Recreation and Parks	Mireya Coronado	310-479-7200	<a href="mailto:Mireya.coronado@larp.org">Mireya.coronado@larp.org</a>	10:00am to Sunset	20,000	Y	N	N		
Pedlow Field Skate Park	17328 Victory Blvd., Lake Balboa, CA 91406	Los Angeles Department of Recreation and Parks	Steve Wright	818-684-2296		7:00am to 10:30am	8,500	Y	N	Y	Y (\$varies)	<a href="https://www.laparks.org/skatepark/pe-dlow-skate">https://www.laparks.org/skatepark/pe-dlow-skate</a>
Santa Clarita Skate Park	20840 Centre Pointe Pkwy, Santa Clarita, CA 91350	City of Santa Clarita	Nelson Vasquez	661-250-3747	<a href="mailto:nvasquez@sanclarita.com">nvasquez@sanclarita.com</a>	8:00am to 8:00pm	40,000	Y	Y	N		<a href="http://skatepark1.com/">http://skatepark1.com/</a>
Skater's Point Skate Park	100 E. Caballo Blvd, Santa Barbara, California	City of Santa Barbara	Adam Porte	805-564-5418	<a href="mailto:apporte@sanbarbarareg.gov">apporte@sanbarbarareg.gov</a>	Sunrise to Sunset	14,600	Y	N	Y		<a href="https://www.sanbarbarareg.gov/">https://www.sanbarbarareg.gov/</a>
Lanark Skatepark	21816 Lanark St., Canoga Park, CA 91304	Los Angeles Department of Recreation and Parks	Larry Mellon	818-883-1503	<a href="mailto:LANARK.RECREATIONCENTERS@LAPARKS.ORG">LANARK.RECREATIONCENTERS@LAPARKS.ORG</a>	7:00am to 10:30pm	14,000	Y	N	N		
El Segundo Youth Skate Park	405 E Grand Ave, El Segundo, CA 90245	City of El Segundo		310-524-2718		M-F: 11:00am - Sat-Sun 2:30pm - Sun-Noon	4,000			Y		<a href="https://www.elsegundo.org/118-activities/recreation/facilities/youth-skate-park">https://www.elsegundo.org/118-activities/recreation/facilities/youth-skate-park</a>
Maine Avenue Park Skate Spot	1625 Marine Ave, Manhattan Beach, CA 90286	City of Manhattan Beach	Michael Husak	310-802-5432		Dusk to 10:30pm	6,000			Y		<a href="https://www.cityofmanhattanbeach.org/118-activities/recreation/parks-and-recreation/parks-and-facilities/marine-avenue-park">https://www.cityofmanhattanbeach.org/118-activities/recreation/parks-and-recreation/parks-and-facilities/marine-avenue-park</a>
Hermosa Skate Park	710 Pier Ave, Hermosa Beach, CA 90234	City of Hermosa Beach	Kambria Vint	310-318-0280	<a href="mailto:k.vint@hermosa.gov">k.vint@hermosa.gov</a>	M-F: 3:00pm - Sat-Sun 12:00pm to 11:00am	7,700	Y	Y	Y		<a href="http://www.hermosabch.org/index.aspx?cat=278">http://www.hermosabch.org/index.aspx?cat=278</a>
Hazard Park Skate Plaza	2230 Norfolk St, Los Angeles, CA 90033	Los Angeles Department of Recreation and Parks	Elizabeth Nervaez	213-485-6839	<a href="mailto:elizabeth.nervaez@larp.org">elizabeth.nervaez@larp.org</a>	11:00am to Sunset	10,000	N	N	Y	N/A	
Laguna Niguel Skatepark	27745 Alida Parkway Laguna Niguel, California, United States 92677	City of Laguna Niguel	Jeffrey Kirby	949-916-7755	<a href="mailto:jtkirby@cityoflagunaniguel.org">jtkirby@cityoflagunaniguel.org</a>	Weekdays: Noon; Weekends: 9:00am to 10:00pm	20,000	Y	Y	Y	Y (\$0/\$10/\$40)	<a href="http://www.cityoflagunaniguel.org/index.aspx?NID=424">http://www.cityoflagunaniguel.org/index.aspx?NID=424</a>
Verdugo Skate Park	1621 Calhoun Blvd, Glendale, CA 91208	City of Glendale		818-546-2786		M-F: 4:00pm - Sat-Sun 10:00am to 10:00pm	15,000					<a href="https://www.glendaleca.gov/government/departments/commercial-services/parks-facilities-historic-places-and-recreation/parks">https://www.glendaleca.gov/government/departments/commercial-services/parks-facilities-historic-places-and-recreation/parks</a>
Valley Park Skate Park	1625 North Valley Street, Burbank, CA 91505	City of Burbank	Noah Altman	818-238-5300	<a href="mailto:naltman@burbank.ca.gov">naltman@burbank.ca.gov</a>	M-F: 4:00pm; Sat-Sun 10:00pm to 12:00pm	15,000	Y	N	Y	Y (\$varies)	<a href="http://www.burbankca.gov/departments/parks-and-recreation/recreation/valley-skate-park">http://www.burbankca.gov/departments/parks-and-recreation/recreation/valley-skate-park</a>

**9. INFORMATIONAL ITEMS, which do not require action, will be reported by members of the Board and staff:**

- A. Chairman Malloy
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees – Finance, Liaison, Personnel and Policy
- E. Foundation for Pleasant Valley Recreation and Parks
- F. General Manager's Report