

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
February 1, 2023**

Please Note: In keeping in alignment with current orders from the Ventura County Health Officer, face coverings are not required but are welcomed and encouraged in indoor public settings and businesses. PVRPD thanks you for your cooperation and understanding.

This meeting will take place both in person and remotely in accordance with Government Code section 54953(e) *et seq.* (AB 361). Members of the public can observe and participate in the meeting as follows:

- 1. Attend in person or you may observe the PVPRD Board meeting via live broadcast on the Local Government Channels – Spectrum Channel 10 and Frontier Channel 29.**
- 2. The meeting will also be live streamed on YouTube at:
<https://www.youtube.com/channel/UCCjEyMW3h472YEO9gI3Qgig>**
- 3. Zoom Meeting Information:**
 - Meeting Link: <https://us06web.zoom.us/j/85938125227>**
 - Webinar ID: 859 3812 5227**
 - Phone Number: 1-669-900-6833**
 - a. Cell Phone/Computer with Microphone: Click on the Zoom webinar link included above. Enter your name so we may call on you when it is your turn to speak. The Chair will ask if anyone wishes to speak on the item. At that time, raise your hand by clicking the “Raise Hand” button. Follow the instructions below regarding speaking.
 - b. Phone – If you wish to make a comment by phone during the public comment section of the meeting or on a specific agenda item, please call the listed phone number above and when prompted, enter the Webinar ID and Passcode. After entering those items, you will be admitted to the meeting and your line will be muted. The Chair will ask if anyone wishes to speak on the item. At that time, raise your hand by dialing *9. Then, follow the speaking instructions below.

Speaking Instructions

When it is your turn to speak, the Chair will call your name or the last four digits of the phone number you are calling from. You will have three minutes to address the Committee. **Please ensure all background noise is muted (TV, radio, etc.)** You will be prompted to unmute your microphone/phone. Unmute your device and begin by stating your name. After three minutes have elapsed your microphone will be muted, and the next speaker will be invited to speak.

6:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #731

- 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 any agenda item(s), or add any emergency agenda item(s).
5. **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 make comments about a matter within the Board's subject matter jurisdiction but not specifically on this agenda, in accordance with California law, the Board will listen, note the comments, and may bring the comments back up at a later date as an agenda item for discussion. Speakers will be allowed three minutes to address the Board.
6. **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 Regular Board Meeting of January 4, 2023**
Approval receives and files minutes.
 - B. **Warrants, Accounts Payable & Payroll**
District's disbursements dated on or before December 31, 2022.
 - C. **Financial Reports**
Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for December 2022.
 - D. **Consideration and Adoption of Resolution No. 729 Proclaiming a Local Emergency Persists and Re-Authorizing the Use of Remote Teleconference Meeting Procedures by the Board of Directors and All Standing Committees of the District for the 30-Day Period Beginning February 1st, 2023 through February 28th, 2023 Pursuant to the Ralph M. Brown Act as Amended by Assembly Bill No. 361**
Adoption of Resolution No. 729 will allow continuation of the use of teleconference meeting procedures through February 28, 2023.
 - E. **Consideration and Adoption of Resolution No. 730 Directing SCI Consulting Group to Prepare the FY 2023-2024 Engineer's Report for the Assessment District**
The purpose of this Engineer's Report is to establish the budget for the services that would be funded by the FY 2023-2024 Assessment.
 - F. **Consideration and Approval of Contract Extension for the Park Maintenance and Recreation Improvement District**
SCI Consulting Group developed the current assessment district for the District and has consistently exceeded the needs of the District with no change in personnel.
7. **NEW ITEMS – DISCUSSION/ACTION**
 - A. **Consideration and Approval of Bid Award for the Miracle League Field at Freedom Park**
Approval of this bid award would allow the construction phase for the Miracle League Field to begin February 27, 2023.

Suggested Actions: A MOTION to approve and authorize the General Manager to enter into an agreement between the District and Hughes General Engineering Inc. for the construction of the Miracle League Field at Freedom Park, not to exceed the budget of \$1,359,457.

B. Provide Staff with Direction on the Valle Lindo Park Turf Removal Project

Several factors need to be considered in assessing the areas that should be designated as best available for turf mitigation at Valle Lindo Park.

Suggested Action: Provide direction to staff regarding the Valle Lindo Park turf removal project.

8. ORAL COMMUNICATION - INFORMATIONAL ITEMS, which do not require action but relate to District business, will be reported by members of the Board and staff as follows:

- A. Chair Magner
- B. Ventura County Special District Association/California Special District Association
- C. Ventura County Consolidated Oversight Board
- D. Santa Monica Mountains Conservancy
- E. Standing Committees – Finance, Personnel
- F. Ad Hoc Committees – Miracle League
- G. Foundation for Pleasant Valley Recreation and Parks
- H. General Manager’s Report
- I. Board Members

9. 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 and Park District
Camarillo City Hall Council Chambers
Minutes of Regular Meeting
January 4, 2023**

5:00 P.M.

REGULAR MEETING

1. CALL TO ORDER

A. Recess to Closed Session

B. Closed Session

1) Conference with Labor Negotiations

The Board conducted a closed session, pursuant to Government Code section 54957.6, with the General Manager, Human Resources Specialist, and District counsel, the District's negotiators, regarding labor negotiations with: (a) Service Employees International Union, Local 721, representing the District's employees, and (b) all other unrepresented employees.

C. Reconvened into Regular Meeting with nothing to report

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All Present.

4. AMENDMENTS TO THE AGENDA

Chair Magner called for a motion. A motion was made by Director Malloy and seconded by Director Roberts to accept the agenda as presented.

**Motion to
Approve the
Agenda as
Presented**

Voting was as follows:

Ayes: Malloy, Roberts, Dransfeldt, Kelley, Chair Magner

Noes:

Absent:

Carried

Motion: Carried

5. PRESENTATION

A. District Highlights

Recreation Supervisor Macy Trueblood and Recreation Specialist Nicholas Castro presented the highlights of the Christmas season at the District and a CDBG Food Distribution update.

6. PUBLIC COMMENT

None.

7. CONSENT AGENDA

- A. Minutes for Regular Board Meeting of December 1, 2022 and Special Board Meetings of November 15 and December 15, 2022
- B. Warrants, Accounts Payable & Payroll
- C. Financial Reports
- D. Consideration and Adoption of Resolution No. 728 Proclaiming a Local Emergency Persists and Re-Authorizing the Use of Remote Teleconference Meeting Procedures by the Board of Directors and All Standing Committees of the District for the 30-Day Period Beginning January 5th, 2023 through February 1st, 2023 Pursuant to the Ralph M. Brown Act as Amended by Assembly Bill No. 361
- E. Consideration and Approval for Bid Specifications for Fencing and Lighting at Freedom Park Dog Park
- F. Consideration and Approval of a Two-Year Extension for the Landscape Maintenance Service Contract between the District and Natural Green Landscape Inc.
- G. Consideration and Approval to Accept the Phase 2 Portion of the Somis Farm Workers Project Quimby Funds
- H. Consideration and Approval of the Request for Proposals for the Operation of Pickleball Programming on District Lands

Chair Magner called for a motion. A motion was made by Director Malloy and seconded by Director Roberts to approve the Consent Agenda.

Motion to Approve Consent Agenda

Voting was as follows:

Ayes: Malloy, Roberts, Dransfeldt, Kelley, Chair Magner

Noes:

Absent:

Carried

Motion: Carried

8. NEW ITEMS – DISCUSSION/ACTION

- A. Consideration and Approval for Staff to Work with Camrosa Water District to Move Forward with an Installation of a Well Located at Calleguas Creek Park

General Manager Mary Otten introduced Tony Stafford with Camrosa Water District who provided information regarding the potential of the proposed site at Calleguas Creek Park. Camrosa will walk the site and map out where proposed facilities would be most suitable. Camrosa will outreach to the neighbors regarding any potential concerns. Direction is for staff to proceed to work with Camrosa Water District and bring back an agreement to install a well located at Calleguas Creek Park

- B. Consideration and Approval of Bid Award for Community Center Sewer Line Replacement

Park Supervisor Brandon Lopez presented the recommendation to trench a new 90 foot sewer line through the courtyard behind the administrative building to create a shorter path of travel and alleviate the sewer line draining issues. A contingency was added in case the current water or gas lines need to be relocated.

Chair Magner called for motion. A motion to consider and authorize the General Manager to enter into an agreement between the District and JTEC Corporation for the installation of a new sewer line at the Community Center not to exceed the budget of \$49,500.

Motion to Approve JTEC for CC Sewer Line Installation

Voting was as follows:

Ayes: Roberts, Dransfeldt, Malloy, Kelley, Chair Magner

Noes:

Absent:

Carried

Motion: Carried

C. Consideration and Approval of Bid Award for the Lead and Asbestos Removal at the Freedom Park Pool

Park Services Manager Bob Cerasuolo presented consideration of a bid award for the removal of lead and asbestos at the Freedom Park Pool as part of the construction phase for the pickleball complex at Freedom Park. This project will start in late January 2023 with an approximate completion date of early to mid-February 2023.

Chair Magner called for motion. A motion was made by Director Malloy and seconded by Director Dransfeldt to approve and authorize the General Manager to enter into an agreement between the District and VenTerra Environmental Inc. for the removal of the Lead and Asbestos at the Freedom Park Pool not to exceed the budget of \$68,482.

Motion to Approve VenTerra for Lead and Asbestos Removal at the Freedom Pool

Voting was as follows:

Ayes: Malloy, Dransfeldt, Roberts, Kelley, Chair Magner

Noes:

Absent:

Carried

Motion: Carried

D. Board Member Committee Assignments for 2023

Chair Magner announced the 2023 Board Committee Assignments as follows:

- Policy Directors Magner and Malloy
- Finance Directors Dransfeldt and Malloy
- Long Range Planning Directors Dransfeldt and Roberts
- Personnel Directors Kelley and Magner
- Liaison Directors Kelley and Roberts
- SMMC Director Dransfeldt
- Santa Monica Mountains Conservancy
- VCSDA Director Malloy
- Ventura County Special District Association
- CSDA Director Magner
- California Special District Association
- Foundation Directors Dransfeldt and Magner
- Ad Hoc
- Miracle League Directors Magner and Malloy

- Ad Hoc
City of Camarillo – Senior/Community Center Project
Directors Magner and Malloy
- Ad Hoc
Pickleball - disbanded

9. ORAL COMMUNICATION - INFORMATIONAL ITEMS

A. Chair Magner – The Chair thanked staff for all of the events over the holidays and commented on the increase of volunteers with the online application process.

B. Ventura County Special District Association/California Special District Association – VCSDA – Chair Magner – No report. CSDA – Chair Magner stated that she will be president of CSDA for 2023. Since there is a good percentage of CA legislators turning over, there will be a lot of new orientations this year.

C. Ventura County Consolidated Oversight Board – No report.

D. Santa Monica Mountains Conservancy – Director Dransfeldt – The next meeting will be held January 23.

E. Standing Committees – Finance – Director Roberts - The District has saved \$17 thousand in utility costs from a utility assessment project and revenue from property taxes has increased.

F. Ad Hoc Committees – Miracle League – Director Malloy - Bids for the construction phase will be opened this week.

G. Foundation for Pleasant Valley Recreation and Parks – Director Magner – Fundraiser at Urbane Café today with another one at Panda Express on Las Posas Road on February 1. The Wonderland of Wreaths auction brought in \$3600, and Poker for the Parks is slated for March 18 this year at the CC auditorium.

H. General Manager’s Report – General Manager Mary Otten reported on current projects and studies that staff are working on along with programs and special events. Rain is delaying the projects at Mission Oaks tennis courts and the Senior Center roof.

I. Board Members – The Directors updated on the meetings and District events they attended for the month.

10. ADJOURNMENT

Chair Magner adjourned the meeting at 7:33 p.m.

Respectfully submitted,

Approval,

**Karen Roberts
Recording Secretary**

**Elaine Magner
Chair**

CASH REPORT

	12/31/2022	12/31/2021
	Balance	Balance
Restricted Funds		
Debt Service - Restricted	\$ 141,657.49	\$ 270,233.18
457 Pension Trust Restricted	\$ 68,927.10	\$ 83,851.08
Quimby Fee - Restricted	\$ 1,098,173.46	\$ 467,398.59
Ventura County Pool - Restricted	\$ 5,645,496.22	\$ 3,302,728.10
Park Impact Fees	\$ 173,973.48	\$ 165,364.20
FCDP Checking	\$ 13,601.16	\$ 13,601.16
Total	\$ 7,141,828.91	\$ 4,303,176.31
Semi-Restricted Funds		
Assessment	\$ 1,137,860.32	\$ 835,397.13
Capital Reserves	\$ 500,000.00	\$ 645,010.49
Capital - Vehicle Replacement	\$ 49,843.80	\$ 79,843.80
Capital - Designated Project	\$ 230,484.00	\$ -
LAIF - Capital	\$ 1,350,318.77	\$ 2,072,848.18
PacWest/CalCLASS - Capital	\$ 1,840,877.89	\$ -
Contingency - Dry Period	\$ 462,337.09	\$ 361,000.00
Contingency - Compensated Absences	\$ 100,000.00	\$ -
Contingency - Vehicle Replacement	\$ 30,000.00	\$ -
Contingency - Computer	\$ 25,000.00	\$ 20,000.00
Contingency - Repair/Oper/Admin	\$ 320,000.00	\$ 200,000.00
Total	\$ 6,046,721.87	\$ 4,214,099.60
Unrestricted Funds		
Contingency	\$ 3,989,876.04	\$ 4,697,261.04
LAIF/Cal Trust - Contingency	\$ -	\$ -
General Fund Checking	\$ 580,412.77	\$ 99,389.65
Total	\$ 4,570,288.81	\$ 4,796,650.69
Total of all Funds	\$ 17,758,839.59	\$ 13,313,926.60

	1/12/2023	1/31/2022
	Balance	Balance
Restricted Funds		
Debt Service - Restricted	\$ 141,657.49	\$ 270,229.33
457 Pension Trust Restricted	\$ 68,927.10	\$ 83,851.08
Quimby Fee - Restricted	\$ 1,098,173.46	\$ 360,404.22
Ventura County Pool - Restricted	\$ 5,645,496.22	\$ 3,305,160.70
Park Impact Fees	\$ 173,973.48	\$ 165,364.20
FCDP Checking	\$ 13,601.16	\$ 13,601.16
Total	\$ 7,141,828.91	\$ 4,198,610.69
Semi-Restricted Funds		
Assessment	\$ 1,037,895.99	\$ 815,962.43
Capital Reserves	\$ 500,000.00	\$ 345,025.05
Capital - Vehicle Replacement	\$ 49,843.80	\$ 79,843.80
Capital - Designated Project	\$ 230,484.00	\$ -
LAIF - Capital	\$ 1,350,318.77	\$ 2,072,848.10
PacWest/CalCLASS - Capital	\$ 1,840,877.89	\$ -
Contingency - Dry Period	\$ 462,337.09	\$ 361,000.00
Contingency - Compensated Absences	\$ 100,000.00	\$ -
Contingency - Vehicle Replacement	\$ 30,000.00	\$ -
Contingency - Computer	\$ 25,000.00	\$ 20,000.00
Contingency - Repair/Oper/Admin	\$ 320,000.00	\$ 200,000.00
Total	\$ 5,946,757.54	\$ 3,894,679.38
Unrestricted Funds		
Contingency	\$ 3,989,876.04	\$ 4,697,312.75
LAIF/Cal Trust - Contingency	\$ -	\$ -
General Fund Checking	\$ 752,503.24	\$ 140,372.32
Total	\$ 4,742,379.28	\$ 4,837,685.07
Total of all Funds	\$ 17,830,965.73	\$ 12,930,975.14

Pleasant Valley Recreation and Park District
 Monthly AP, Payroll, Wire, Online Payment Report
 December 2022

	Date	Amount	
Accounts Payables:	12/31/2022	\$ 429,493.90	
	Total	\$ 429,493.90	
Payroll (Total Cost):	12/8/2022	\$ 152,529.93	
	12/22/2022	\$ 159,299.08	
	Total	\$ 311,829.01	
Outgoing:Online Payments			
	12/6/2022	\$ 34,908.31	PERS Health Insurance Premium
	12/6/2022	\$ 16,499.14	CALPERS - Ret PR 12/8/2022
	12/6/2022	\$ 2,762.86	Guardian
	12/6/2022	\$ 542.10	VSP
	12/6/2022	\$ 1,980.38	Hartford
	12/20/2022	\$ 16,749.41	CALPERS- Ret-PR-12/22/22
	Total	\$ 73,442.20	
	Grand Total	\$ 814,765.11	

Bank Reconciliation

Board Audit

User: cwebster
 Printed: 01/05/2023 - 10:51AM
 Date Range: 12/01/2022 - 12/31/2022
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
25799	ZARA RIVERA	RIVERA, Z: CLEANING DEP REFU	12/01/2022	50.00
25800	KAREN ODETTE GUTIERREZ SAL.	GUTIERREZ, K: CLEANING DEPO	12/01/2022	50.00
25818	CAPRI	CAPRI: 3RD QTR WORK COMP CC	12/15/2022	55,126.75
25840	CELEBRATION OF SOBER SISTERS	CSSU: RENTAL DEPOSIT REFUND	12/29/2022	300.00
Total for Department: 00 Non Departmentalized				55,526.75
Department: 03 Recreation				
0	AMAZON	AMAZON: MARKET INDICATOR F	12/12/2022	12.86
0	AMAZON	AMAZON: LIFE ALERT SYSTEM P	12/15/2022	163.16
0	BRIANA RAMOS	RAMOS,B: MILEAGE REIMB - DEC	12/29/2022	11.25
0	ESTELA LIZARRAGA	LIZARRAGA, E: CLASSES 2022-11/	12/01/2022	156.00
0	ESTELA LIZARRAGA	LIZARRAGA, E: SESSION 2022-11/	12/15/2022	655.20
0	ESTELA LIZARRAGA	LIZARRAGA, E: DEC 2022 CLASSE	12/29/2022	436.15
0	JOHN SOFER	SOFER, J: MILEAGE REIMB - CLU	12/01/2022	20.63
0	KALEEN GAGE	GAGE, K: MILEAGE REIMB DEC 2	12/29/2022	10.00
0	KATLYN SIMBER-CLICKENER	SIMBER-CLICKENER, K: REIMB P	12/01/2022	29.99
0	KATLYN SIMBER-CLICKENER	SIMBER-CLICKENER, K: MILEAGI	12/15/2022	17.50
0	LANNY BINNEY	BINNEY, L: MILEAGE REIMB NOV	12/15/2022	20.00
0	LANNY BINNEY	BINNEY, L: MILEAGE REIMB - DE	12/29/2022	10.63
0	LOGAN VILLALOBOS	VILLALOBOS, L: PARADE NOTICI	12/29/2022	3.75
0	MACY TRUEBLOOD	TRUEBLOOD, M: MILEAGE REIMI	12/15/2022	21.25
0	MACY TRUEBLOOD	TRUEBLOOD, M: MILEAGE REIMI	12/29/2022	23.75
0	NANCE TAPLEY-PECK	TAPLEY-PECK: 1 STUDENT/ SATU	12/01/2022	630.00
0	NANCE TAPLEY-PECK	TAPLEY-PECK: GROUP LESSONS :	12/29/2022	787.50
0	NICHOLAS CASTRO	CASTRO, N: MILEAGE REIMB - DI	12/29/2022	33.75
0	OLIVIA LLOYD	LLOYD, O: MILEAGE REIMB - DEC	12/29/2022	10.62
0	PATRICIA J. BOLLAND	BOLLAND, P: JAZZERCISE 2022-10	12/15/2022	702.00
0	PAUL MARTINEZ	MARTINEZ, P: FORFEIT FEE 10/31/	12/01/2022	30.00
0	SUPER SOCCER STARS	SUPER SOCCER STARS: CLASSES	12/29/2022	3,276.00
0	UNITED SITE SERVICES OF CA INC	UNITED SITE: XMAS PARADE - B/	12/29/2022	1,784.28
0	US BANK	US BANK: CAL CARD STMT 2022-	12/08/2022	4,401.42
25786	BIG EVENTS INC.	BIG EVENTS INC: GIANT BALLOC	12/01/2022	1,139.25
25789	THOMAS COSTA	COSTA, T: OCTOBER PICKLEBALL	12/01/2022	1,184.95
25791	JON ENRIQUEZ	ENRIQUEZ, J: FORFEIT FEE - 2022	12/01/2022	30.00
25792	DANIEL E. HOWARD	HOWARD, D: OCT & NOV JU-JITSU	12/01/2022	400.40
25801	MARIO SANCHEZ	SANCHEZ, M: 3 FORFEITED GAMI	12/01/2022	340.00
25806	DUNCAN YOUNG	YOUNG, D: GYMNASTIC CLASSE:	12/01/2022	949.50
25808	NANCE TAPLEY-PECK	TAPLEY-PECK FARM: 2022-10/29 -	12/02/2022	630.00
25814	MICHAEL ASHLEY	ASHLEY, M: PICKLEBALL CLASSI	12/15/2022	832.00
25816	EDDY CAHUE	CAHUE, E: 2022 CHRISTMAS PAR/	12/15/2022	500.00
25817	CANON SOLUTIONS AMERICA INC	CANON: OUTDOOR SCRIM VINYL	12/15/2022	1,000.12
25819	CASEY PRINTING	CASEY PRINTING: JAN-APR 2023 .	12/15/2022	11,516.93
25826	OLIVIA LLOYD	LLOYD, O: MILEAGE REIMB NOV	12/15/2022	15.63
25828	LUCILE B. MOSIER	MOSIER, L: MODERN TENNIS CL/	12/15/2022	789.75
25833	YOUTH EVOLUTION ACTIVITIES	YOUTH EVOLUTION: NOVEMBER	12/15/2022	973.70
25835	SPENCER RICHEY	RICHEY, S: PR REPLACEMENT CK	12/28/2022	55.19
25842	E.J. HARRISON ROLLOFFS	EJ HARRISON: CHRISTMAS PARA	12/29/2022	98.71
25843	CLIFTON G. GORE JR.	GORE, C: TAI CHI CLASSES 2022-9	12/29/2022	3,731.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
25845	MARK-IT PLACE	MARK IT PLACE: CHRISTMAS PA	12/29/2022	1,127.91
25846	BRYAN MONKA	MONKA, B: DEC 2022 CLASSES	12/29/2022	917.15
25849	BRIAN SMALLWOOD	SMALLWOOD, B: SWIM CLASSES	12/29/2022	507.00
25851	THE FINISH LINE	FINISH LINE: KICKBALL SHIRTS /	12/29/2022	2,830.83
25852	TOTAL BARRICADE SERVICE, INC	TOTAL BARRICADE: EQUIP RENT	12/29/2022	142.50
25857	DUNCAN YOUNG	YOUNG, D: GYMNASTICS CLASSI	12/29/2022	403.65
25858	DANIEL E. HOWARD	HOWARD, D: JU-JITSU CLASSES 2	12/29/2022	643.24

Total for Department: 03 Recreation

44,007.10

Department: 04 Parks

0	ARAMSCO INC.	ARAMSCO: RENEGADE LINERS /	12/01/2022	2,160.70
0	ARAMSCO INC.	ARAMSCO: LINER / ANTIBACTER	12/12/2022	3,650.67
0	BRANDON LOPEZ	LOPEZ, B: MILEAGE REIMB CPRS	12/01/2022	181.25
0	CITY OF CAMARILLO	CITY OF CAMARILLO: BILL DATE	12/02/2022	49,280.27
0	E.J.HARRISON AND SONS, INC.	E. J HARRISON: BILLING 2022-NO	12/12/2022	4,459.31
0	FERGUSON ENTERPRISES INC. #1:	FERGUSON: NP BRS 600# BV LL H	12/12/2022	71.29
0	GRAINGER	GRAINGER: LED BULB MOGUL S	12/01/2022	4,552.97
0	GRAINGER	GRAINGER: URINAL BRACKET / I	12/12/2022	20.70
0	GRAINGER	GRAINGER: LINEAR LED BULB / I	12/29/2022	1,158.30
0	SOCAL GAS COMPANY	GAS CO: SVD DATE 2022-10/27 - 11	12/02/2022	4,618.22
0	SOUTHERN CALIF EDISON COMP/	SCE: SVC DATE 2022-10/28- 11/29 /	12/13/2022	7,936.97
0	SOUTHERN CALIF EDISON COMP/	SCE: SVC DATE 2022-11/16 - 12/15 /	12/29/2022	3,568.52
0	SPRINT	SPRINT: BILL PERIOD 2022-10/12 -	12/01/2022	255.53
0	SPRINT	SPRINT: BILL PERIOD 2022-11/12 -	12/29/2022	255.53
0	UNITED SITE SERVICES OF CA INC	UNITED SITE: STANDARD SINK/ /	12/01/2022	217.02
0	UNITED SITE SERVICES OF CA INC	UNITED SITE: DXR RR / 2022-11/22	12/12/2022	179.97
0	UNITED SITE SERVICES OF CA INC	UNITED SITE: ADA RR & STD HAI	12/29/2022	217.02
0	US BANK	US BANK: CAL CARD STMT 2022-	12/08/2022	2,212.39
0	WATER & SANITATION SERVICES	WATER & SANITATION: SVC DATI	12/12/2022	814.56
0	WEX BANK	WEX BANK: FUEL PURCHASES N	12/12/2022	4,263.60
25784	B & B DO IT CENTER	B&B: 6AH & 12V BATTERIES FOR	12/01/2022	710.02
25787	BIGBRAND TIRE & SERVICE	BIG BRAND: MOWER TIRES / SHC	12/01/2022	935.10
25788	CAMARILLO LAWNMOWER	CAMARILLO LAWNMOWER: CHA	12/01/2022	70.62
25790	COUNTY OF VENTURA	COUNTY OF VENTURA: SEPT 202:	12/01/2022	37.50
25796	NAPA AUTO PARTS	NAPA: AIR FILTER / TRUCK# 34 &	12/01/2022	65.72
25797	PHOENIX GROUP INFORMATION S	PHOENIX: ADMIN BILLING SEPT:	12/01/2022	342.08
25798	PG ARCHITECTURAL FINISHES	PPG PAINTS: BARE BR ST&MS RE	12/01/2022	292.98
25805	VENTURA COUNTY STAR	VC STAR: MIRACLE LEAGE AD N	12/01/2022	520.28
25807	TURF STAR INC.	TURF STAR: SAND PRO / SHOP	12/01/2022	71.45
25811	AIRE SERV	AIRE SERV: FURNACE REPAIR / A	12/15/2022	805.22
25812	ALL PHASE ELECTRIC	ALL PHASE: 20 A BREAKER / COM	12/15/2022	44.62
25813	AMERICAN BUILDING COMFORT	AMERICAN BLDG COMFORT: REI	12/15/2022	2,107.26
25815	B & B DO IT CENTER	B&B: CAUTION & MASKING TAPI	12/15/2022	170.24
25820	CITY OF OXNARD-CITY TREASUR	CITY OF OXNARD: RECYCLING 2	12/15/2022	99.95
25822	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW MUTUAL WATER: SV	12/15/2022	58.08
25823	HIGHLAND BUSINESS FORMS	HIGHLAND BUSINESS FORMS: 50	12/15/2022	2,320.26
25824	KASTLE KARE	KASTLE KARE: GOPHER MONTHI	12/15/2022	600.00
25829	NAPA AUTO PARTS	NAPA: HOSE/REFRIGERANT / TRU	12/15/2022	313.11
25831	PEACH HILL SOILS INC.	PEACH HILL SOILS: ORCHARD M	12/15/2022	2,032.38
25832	SITEONE LANDSCAPE SUPPLY LL	SITEONE: CELLULAR UPGRADE I	12/15/2022	2,413.13
25836	AMERICAN RESOURCE RECVY	AMERICAN RESOURCE RECVY- N	12/29/2022	947.39
25837	B & B DO IT CENTER	B&B: CONCRETE SCREWS / COMI	12/29/2022	273.19
25838	BIGBRAND TIRE & SERVICE	BIGBRAND: TURF VAC / SHOP	12/29/2022	706.91
25839	CAMROSA WATER DISTRICT	CAMROSA: SVC DATE 2022-10/31 -	12/29/2022	6,563.62
25841	COUNTY OF VENTURA	COUNTY OF VTA: OCT 2022 CITAI	12/29/2022	75.00
25847	NAPA AUTO PARTS	NAPA: FLEXPLATE / TRUCK# 25	12/29/2022	347.56
25848	PHOENIX GROUP INFORMATION S	PHOENIX: OCT 2022 - PARKING	12/29/2022	344.55
25853	TRAFFIC TECHNOLOGIES LLC.	TRAFFIC TECH: NO PARKING SIG	12/29/2022	32.78
25856	WEST COAST ARBORISTS INC.	WEST COAST ARBORIST: TREE &	12/29/2022	12,576.60

Total for Department: 04 Parks

125,952.39

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 05 Administration				
0	ALESHIRE & WYNDER LLP	ALESHIRE & WYNDER: SVC BILL	12/15/2022	11,921.57
0	AMAZON	AMAZON: ADJUSTABLE FOOT RE	12/12/2022	19.51
0	AMAZON	AMAZON: HIGH SPEED CABLE	12/15/2022	405.78
0	ANA CERROS	CERROS, A: MILEAGE REIMB NO'	12/15/2022	10.63
0	CULLIGAN OF VENTURA COUNTY	CULLIGAN: TICKET# 802857275	12/12/2022	184.68
0	KATHRYN DREWRY	DREWRY, K: CALPELRA CONFER	12/29/2022	144.44
0	KONICA MINOLTA PREMIER FINA	KONICA FINANCE: DEC 2022 & JA	12/29/2022	1,175.04
0	QUADIANT FINANCE USA INC.	QUADIANT FINANCE: POSTAGE 1	12/01/2022	250.00
0	QUADIANT LEASING USA, INC.	QUADIANT LEASING: BILL PERIO	12/29/2022	261.41
0	SPECTRUM BUSINESS	SPECTRUM: SVC DATE 2022-11/17	12/01/2022	17.08
0	SPECTRUM BUSINESS	SPECTRUM/CHARTER COMM: SV	12/29/2022	17.08
0	UMPQUA BANK	UMPQUA: BILL CYCLE - 11/30/202	12/29/2022	1,301.50
0	US BANK	US BANK: CAL CARD STMT 2022-	12/08/2022	2,808.58
0	WATER & SANITATION SERVICES	WATER & SANITATION: SVC DATI	12/12/2022	0.75
25783	ALLCONNECTED, INC.	ALLCONNECTED: DEC 2022 MON'	12/01/2022	3,562.84
25785	BAY ALARM	BAY ALARM: SECURITY ALARM I	12/01/2022	405.00
25794	PAUL LERMA	LERMA, P: LEAD HIKE 2022-11/18	12/01/2022	62.50
25795	MARK-IT PLACE	MARK-IT-PLACE: TUMBLERS	12/01/2022	558.16
25802	STATE OF CALIFORNIA DEPT. OF J	STATE OF CA DEPT OF JUSTICE: C	12/01/2022	64.00
25803	DAVID TORFEH	TORFEH, D: INTERPRETIVE HIKE	12/01/2022	50.00
25810	ADVANTAGE TELECOM/A+WIREL	ADVANTAGE TELECOM: BILL DA'	12/15/2022	1,496.95
25818	CAPRI	CAPRI: 2ND HALF PROP & LIAB C	12/15/2022	144,889.00
25821	CLEARSOURCE FINANCIAL CONS	CLEARSOURCE: FEE & COST REC	12/15/2022	13,050.00
25825	KONICA MINOLTA	KONICA MINOLTA: MONTHLY M/	12/15/2022	60.40
25827	MARK-IT PLACE	MARK-IT-PLACE: TUMBLER 5 YE	12/15/2022	48.25
25850	CODY SWANSON	SWANSON, C: 12/17/2022 HIKE	12/29/2022	125.00
Total for Department: 05 Administration				182,890.15
Total for Fund:10 General Fund				408,376.39

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
25830	NATURAL GREEN LANDSCAPES, I	NATURAL GREEN LANDSCAPE: N	12/15/2022	16,332.61
Total for Department: 00 Non Departmentalized				16,332.61
Total for Fund:20 Assessment Fund				16,332.61

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
25793	LAUTERBACH & ASSOCIATES, INC	LAUTERBACH & ASSOC: PROFES	12/01/2022	1,929.25
25805	VENTURA COUNTY STAR	VC STAR: AD NOTICE FOR BID / 2	12/01/2022	527.06
25844	LAUTERBACH & ASSOCIATES, INC	LAUTERBACH: PHASE C & M / NC	12/29/2022	1,281.25
25855	VENTURA COUNTY STAR	VC STAR: BID NOTICE /2022-11/8 -	12/29/2022	1,047.34
Total for Department: 00				4,784.90
Total for Fund:30 Park Dedication Fund				4,784.90

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		429,493.90

Developer	Project			Quimby Funds			GL Code			
	No.	Location	Description	Budgeted	Expended	Awarded		Balance	Committed Date	Allocation Date
AMLI										
Public Hearing 7/5/2018	1	Nancy Bush	Nancy Bush Picnic Area(s)	\$ 45,600.00	\$ 29,585.62	\$ 615,709.00	\$ 615,709.00		7/31/2019	8446
Public Hearing 7/5/2018	2	Valle Lindo	Valle Lindo RR/Pavillion*	\$ 425,000.00	\$ 364,574.44	\$ 221,548.94	\$ 221,548.94	12/6/2018		8444
Public Hearing 7/5/2018	3	Nancy Bush	Nancy Bush Playground	\$ 250,000.00	\$ 221,548.94	\$ -	\$ -	10/3/2018		8445
TOTALS				\$ 720,600.00	\$ 615,709.00	\$ -	\$ -			
FAIRFIELD LLC										
Public Hearing 11/7/2018	1	Freedom	Freedom Baseball Fields- Non- Contract Cost	\$ 504,121.78	\$ -	\$ 2,250,489.70	\$ 2,250,489.70		1/31/2020	8459
	2	Freedom	Freedom Baseball Fields- Contract Cost	\$ 1,100,000.00	\$ 411,628.87	\$ -	\$ 1,746,367.92	11/7/2018		
Public Hearing 7/3/19	3	PVAC	PVAC Restrooms and Showers	\$ 500,000.00	\$ 647,336.74	\$ -	\$ 1,334,739.05			8469
Mid-Year Budget Adj. 2/5/2020	4	PV Fields	Fertilizer Injector System	\$ 60,000.00	\$ 50,788.90	\$ -	\$ 636,613.41			8478
	5		Senior and Community Rec Fac Project	\$ -	\$ -	\$ -	\$ 636,613.41			
	6		Senior and Community Rec Fac Exterior Proj	\$ -	\$ -	\$ -	\$ 636,613.41			
	7		Community Center Kitchen Expansion	\$ 250,000.00	\$ 280,649.20	\$ -	\$ 355,964.21			8480
	8		Community Center Classroom and Auditorium Enhancements	\$ -	\$ -	\$ -	\$ -			
	9		Freedom Park Parking Lot Enhancement	\$ -	\$ -	\$ -	\$ -			
	10		Freedom Park Landscape and Walking Path	\$ -	\$ -	\$ -	\$ -			
	11		Camarillo Grove Nature Center	\$ -	\$ -	\$ -	\$ -			
TOTALS				\$ 1,910,000.00	\$ 1,894,525.49	\$ 2,649,209.00	\$ 3,559,642.21		8/8/2021	
ELACORA MISSION OAKS										
Budget Allocation 11/5/2020	1	Encanto	PG Equipment Installation	\$ 189,887.74	\$ -	\$ 2,459,321.26	\$ 2,459,321.26	11/3/2016		8464
	2	Anneil Reh Pk	Anneil Ranch Park Renovation	\$ 1,500,000.00	\$ 1,496,641.96	\$ -	\$ 962,679.30	11/5/2020		8493
	3		Pickleball	\$ 1,400,000.00	\$ 36,484.17	\$ -	\$ 926,195.13			
	4		Camarillo Nature Center	\$ 300,000.00	\$ -	\$ -	\$ 926,195.13			
	5		Freedom Park Landscape and Walking Path	\$ -	\$ -	\$ -	\$ 926,195.13			
			Freedom Baseball Fields	\$ -	\$ -	\$ -	\$ 926,195.13			
TOTALS				\$ 3,200,000.00	\$ 1,723,013.87	\$ 474,353.00	\$ 4,743,533.00		8/10/2021	
KB HOMES										
Public Hearing 7/5/2018	1	Valle Lindo	Valle Lindo RR/Pavillion*	\$ 425,000.00	\$ 32,368.30	\$ -	\$ 441,984.70			8444
Public Hearing 7/5/2018	2	Mel Vincent	Mel Vincent Park Restrooms	\$ 139,500.00	\$ 166,253.78	\$ -	\$ 275,730.92			8460
Public Hearing 7/5/2018	3	Nancy Bush	Nancy Bush Pavillion	\$ 65,000.00	\$ 31,537.74	\$ -	\$ 244,193.18			8447
	4		Community Center Classroom and Auditorium Enhancements	\$ -	\$ -	\$ -	\$ 244,193.18			
	5		Dos Caminos Expansion and ADA	\$ -	\$ -	\$ -	\$ 244,193.18			
TOTALS				\$ 629,500.00	\$ 230,159.82	\$ -	\$ 244,193.18			
CRESTVIEW										
				\$ -	\$ -	\$ 21,612.25	\$ 21,612.25	6/7/2023		
ALDERSGATE CONSTRUCTION										
				\$ -	\$ -	\$ -	\$ -	6/27/2023		
				\$ -	\$ -	\$ -	\$ -	1/9/2024		
				\$ -	\$ -	\$ -	\$ -	9/12/2024		
HABITAT FOR HUMANITY										
				\$ -	\$ -	\$ 35,242.00	\$ 35,242.00	3/6/2024		
SHEA HOMES										
				\$ -	\$ -	\$ 1,264,500.00	\$ 1,264,500.00	11/21/2024		
Williams Homes										
				\$ -	\$ -	\$ 2,840,447.45	\$ 2,840,447.45	7/29/2027		
Somis Ranch Phase 1										
				\$ -	\$ -	\$ 347,625.00	\$ 347,625.00	8/5/2027		
Somis Ranch Phase 2										
				\$ -	\$ -	\$ 278,100.00	\$ 278,100.00	10/20/2027		
Grand Total				\$ 6,460,100.00	\$ 4,463,408.18	\$ 10,499,187.40	\$ 6,035,779.22			

California CLASS

Investment Name	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22
California CLASS									
	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
California CLASS				1.51%	2.36%	2.61%	3.10%	3.80%	4.19%

Ventura County Pool

Investment Name	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22
Ventura County Pool	0.33%	0.31%	0.32%	0.31%	0.30%	0.31%	0.33%	0.38%	0.41%
	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
Ventura County Pool	0.56%	0.67%	0.87%	1.31%	1.60%	1.78%	1.97%	2.34%	2.79%

- Rates are determined at the end of the month

Local Agency Investment Fund (LAIF)

Investment Name	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22
Local Agency Investment Fund (LAIF)	0.33%	0.22%	0.21%	0.20%	0.20%	0.21%	0.23%	0.28%	0.37%
	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
Local Agency Investment Fund (LAIF)	0.52%	0.68%	0.86%	1.09%	1.28%	1.51%	1.77%	2.01%	2.17%

Pacific Western Bank

Investment Name	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22
Pacific Western Bank	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%
	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
Pacific Western Bank	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%

Pleasant Valley Recreation and Park District
Quarterly Investment Report

Name Of Account	Fiscal Year 2022/2023												Total 4TH Qtr. Of 2022/2023	Total 2021/2022 Interest	Total Interest Earned Since Purchased		
	Jul-22	Aug-22	Sep-22	Total 1ST Qtr. Of 2022/2023	Oct-22	Nov-22	Dec-22	Total 2ND Qtr. Of 2022/2023	Jan-23	Feb-23	Mar-23	Total 3RD Qtr. Of 2022/2023				Apr-23	May-23
LALF Capital #1301	\$ 4,744.69	\$ -	\$ -	\$ 4,744.69	\$ 8,639.34	\$ -	\$ -	\$ 8,639.34				\$ -			\$ -	\$ 13,384.03	
Ventura County Pool (Restricted -0241)	\$ 4,144.45	\$ -	\$ -	\$ 4,144.45	\$ 8,639.54	\$ -	\$ -	\$ 8,639.54				\$ -			\$ -	\$ 12,783.99	
Pacific West Bank																	
457 Pension	\$ 2.56	\$ 2.54	\$ 2.25	\$ 7.35	\$ 1.39	\$ 0.12	\$ 0.11	\$ 1.62				\$ -			\$ -	\$ 8.97	
Assessment	\$ 36.34	\$ 34.90	\$ 32.26	\$ 103.50	\$ 18.88	\$ 0.18	\$ 0.30	\$ 19.36				\$ -			\$ -	\$ 122.86	
Capital	\$ 39.76	\$ 39.77	\$ 38.49	\$ 118.02	\$ 23.38	\$ 0.68	\$ 0.70	\$ 24.76				\$ -			\$ -	\$ 142.78	
Contingency	\$ 140.86	\$ 123.56	\$ 102.25	\$ 366.67	\$ 57.26	\$ 4.50	\$ 4.66	\$ 66.42				\$ -			\$ -	\$ 433.09	
Debt Service	\$ 8.71	\$ 6.06	\$ 4.46	\$ 19.23	\$ 2.86	\$ 0.18	\$ 0.19	\$ 3.23				\$ -			\$ -	\$ 22.46	
Quimby	\$ 130.65	\$ 294.37	\$ 227.38	\$ 652.40	\$ 198.24	\$ 243.28	\$ 260.16	\$ 701.68				\$ -			\$ -	\$ 1,354.08	
Park Impact Fees	\$ 29.28	\$ 29.28	\$ 28.34	\$ 86.90	\$ 17.03	\$ -	\$ -	\$ 17.03				\$ -			\$ -		
California CLASS																	
457 Pension				\$ -	\$ 67.14	\$ 203.63	\$ 232.12	\$ 502.89				\$ -			\$ -		
Assessment				\$ -	\$ 638.33	\$ 1,149.32	\$ 1,676.85	\$ 3,464.50				\$ -			\$ -		
Capital				\$ -	\$ 1,187.94	\$ 3,740.73	\$ 4,739.13	\$ 9,667.80				\$ -			\$ -		
Contingency				\$ -	\$ 2,289.91	\$ 6,119.18	\$ 5,596.05	\$ 14,005.14				\$ -			\$ -		
Debt Service				\$ -	\$ 139.45	\$ 422.92	\$ 482.10	\$ 1,044.47				\$ -			\$ -		
Quimby				\$ -	\$ 275.65	\$ 1,623.44	\$ 1,849.74	\$ 3,748.83				\$ -			\$ -		
Park Impact Fees				\$ -	\$ 172.51	\$ 523.16	\$ 596.38	\$ 1,292.05				\$ -			\$ -	\$ 1,292.05	
Total	\$ 9,277.30	\$ 530.48	\$ 435.43	\$ 10,243.21	\$ 22,368.85	\$ 14,031.32	\$ 15,438.49	\$ 51,838.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,544.31	\$ -

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Justin Kiraly, Administrative Services Manager

DATE: February 1, 2023

SUBJECT: FINANCE REPORT DECEMBER 2022

ANALYSIS OF COMPARATIVE FINANCIALS THROUGH DECEMBER 31, 2022

The District's Statements of Revenues and Expenditures for the period of December 1, 2022 through December 31, 2022 with a year-to-date comparison for the period of December 1, 2021 through December 31, 2021 are attached. The percentage rate used is 50% for Period 6 of the current fiscal year.

REVENUES

Total revenue including the 6th month ending December 31, 2022 for Fund 10 (General Fund) has an overall increase of \$453,089.07 in comparison to fiscal year 2021-2022. The variance from the prior year includes a 1) increase in various Public Fees (5510-5520) of \$83,706.49, 2) Rebates (5574) received in the amount of \$152,042.00, and 3) increase in Tax Apportionments (5110-5240) in the amount of \$291,240.28 over the same period last year. The increase in Public Fees is due to COVID-19 pandemic restrictions and regulations being lessened, allowing for more public use of District resources. The District received Turf Mitigation rebates. The increase in Tax Apportionments is due to an increase in property tax collected from the county.

Total revenue for Fund 20 (Assessment District) was \$717,034.80. This amount is the first half portion of collected Assessment taxes. Assessment tax revenue is mainly distributed to the District around mid-December and April. This amount also includes \$1,676.98 of interest earnings.

Total revenue for Fund 30, the Park Dedication/Quimby Fund, was \$2,109.90 of interest collected.

Total revenue for Fund 40, the Park Impact Fees Fund, was \$596.38 of interest collected.

Total revenue for Fund 50, the Community Development Block Grant (CDBG) Food Share fund, was \$0. Reimbursement requests are made on a quarterly basis.

EXPENDITURES

Fund 10 Personnel Expenditures: Adjusting for the payoff of the Umpqua Pension Loan and Unfunded Liability payments to CalPERS, the increase in salaries and benefits is \$238,772.19. This variance is due to the increase in staff needed for services being provided now that COVID-19 pandemic restrictions and regulations have been lessened.

Fund 10 Service and Supply Expenditures show an increase of \$272,911.73 in comparison to the same period last year. This increase is partially due to the updated Reserve Policy, allocating \$135,203 in funds to be set aside.

Adjusting for the new reserves, the increase in Services and Supplies year to date is \$137,708.73. This increase includes Insurance Liability (6410) being \$53,080 more than this time last year, increase in Grounds Maintenance (6710) of \$20,872.06 and Water Maintenance (6350) of \$2,276.51 for Turf Mitigation, increase in Typeset and Print Services (7115) of \$22,907.72 due to activity guides not being issued due to COVID last year, and increase in Redevelopment Fees (6960) of \$48,202.60.

Fund 10 Capital Expenditures shows an increase of \$86,868.92 in comparison to the same period last year. This increase is due to only one small capital project invoice paid at this point last year.

Fund 10 Total Expenditures year to date are \$474,063.09 more compared to this point last year.

Fund 20 Expenditures are 50.83% of budget in Personnel and 62.13% of budget in Services and Supplies as of this month. The high percentage in Services and Supplies is due to the annual payment for the COP Debt at PV Fields.

Fund 30 Expenditures were \$2,328.59 this month for one invoice for Pickleball.

Fund 40 has no Expenditures for this month.

Fund 50 has Personnel Expenses of \$2,924.09 for this month. These expenses will be reimbursed from the CDBG Food Share grant.

FISCAL IMPACT

Overall, the financials show the District is under the approved budget for Fund 10 by 54.16%, Fund 20 by 38.17%, Fund 30 by 98.87%, and Fund 50 by 50.89%. Fund 40 had no budget and no expenses.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for December 31, 2022 for Fund 10, Fund 20, Fund 30, Fund 40, and Fund 50.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of December 31, 2022, Fund 10 (2 pages)
- 2) Financial Statement of Revenue and Expenditures as of December 31, 2022, Fund 20 (1 page)
- 3) Financial Statement of Revenue and Expenditures as of December 31, 2022, Fund 30 (1 page)
- 4) Financial Statement of Revenue and Expenditures as of December 31, 2022, Fund 40 (1 page)
- 5) Financial Statement of Revenue and Expenditures as of December 31, 2022, Fund 50 (1 page)

General Ledger
Fund 10 General Fund
December 2022 50.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apportionment	5110-5240	\$ (4,294,919.17)	\$ (4,042,597.10)	\$ (4,333,837.38)	\$ (7,634,345.00)	\$ (3,300,507.62)	56.77%
Interest Earnings	5310	\$ (11,109.06)	\$ (4,728.15)	\$ (42,577.98)	\$ (9,893.00)	\$ 32,684.98	430.38%
Assessment Revenue	5500	\$ -	\$ -	\$ (433.44)	\$ -	\$ 433.44	-
Park Patrol Citations	5506	\$ (115.55)	\$ (308.59)	\$ (1,418.39)	\$ (1,500.00)	\$ (81.61)	94.56%
Bingo - Primary Revenue	5508	\$ (2,197.50)	\$ (5,795.25)	\$ (10,219.55)	\$ (14,400.00)	\$ (4,180.45)	70.97%
Excess Bingo Revenue	5509	\$ (295.00)	\$ (2,653.60)	\$ (8,391.00)	\$ -	\$ 8,391.00	-
Contract Classes-Public Fees	5510	\$ (9,602.92)	\$ (89,994.17)	\$ (80,441.38)	\$ (131,313.00)	\$ (50,871.62)	61.26%
Public Fees	5511	\$ (9,549.65)	\$ (56,380.27)	\$ (145,632.55)	\$ (300,001.00)	\$ (154,368.45)	48.54%
Public Fees-Entry Fees	5520	\$ (3,295.00)	\$ (18,398.00)	\$ (22,405.00)	\$ (25,840.00)	\$ (3,435.00)	86.71%
Vending Concessions	5525	\$ -	\$ (367.32)	\$ (952.25)	\$ (1,450.00)	\$ (497.75)	65.67%
Rental	5530	\$ (32,264.85)	\$ (190,042.91)	\$ (188,071.75)	\$ (338,717.00)	\$ (150,645.25)	55.52%
Cell Tower Revenue	5535	\$ (9,044.12)	\$ (50,632.71)	\$ (53,967.79)	\$ (100,800.00)	\$ (46,832.21)	53.54%
Parking Fees	5540	\$ (335.40)	\$ (8,066.62)	\$ (8,259.24)	\$ (9,600.00)	\$ (1,340.76)	86.03%
Activity Guide Revenue	5555	\$ -	\$ (1,700.00)	\$ (3,000.00)	\$ (10,000.00)	\$ (7,000.00)	30.00%
Special Event	5561	\$ (56,310.55)	\$ -	\$ (56,205.55)	\$ -	\$ 56,310.55	-
Staffing Cost Recovery	5563	\$ (5,683.50)	\$ (12,930.25)	\$ (15,993.00)	\$ (58,352.00)	\$ (42,359.00)	27.41%
Special Event Permits	5564	\$ (300.00)	\$ (700.00)	\$ (600.00)	\$ -	\$ 600.00	-
Security Services - Recovery	5566	\$ -	\$ (486.00)	\$ (2,431.00)	\$ -	\$ 2,431.00	-
Contributions	5570	\$ -	\$ (50,000.00)	\$ (60,000.00)	\$ (72,000.00)	\$ (12,000.00)	83.33%
Rebates Recieved	5574	\$ -	\$ -	\$ (152,042.00)	\$ -	\$ 152,042.00	-
Other Misc Revenue	5575	\$ (8,891.34)	\$ (37,332.53)	\$ (133,270.32)	\$ (33,400.00)	\$ 99,870.32	399.01%
Incentive Income	5585	\$ (733.32)	\$ (833.39)	\$ (1,531.20)	\$ (1,700.00)	\$ (168.80)	90.07%
Reimbursement - ROPS	5600	\$ -	\$ (396,407.90)	\$ (101,763.06)	\$ (200,000.00)	\$ (98,236.94)	50.88%
Revenue		\$ 4,444,646.93	\$ 4,970,354.76	\$ 5,423,443.83	\$ 8,943,311.00	\$ 3,519,762.17	60.64%
YTD Comparison				\$ 453,089.07			
Personnel							
Full Time Salaries	6100	\$ 203,602.27	\$ 1,078,740.35	\$ 1,207,253.86	\$ 2,669,312.00	\$ 1,462,058.14	45.23%
Overtime Salaries	6101	\$ 1,239.09	\$ 6,006.38	\$ 8,195.38	\$ 26,785.00	\$ 18,589.62	30.60%
Car Allowance	6105	\$ 830.74	\$ 5,399.81	\$ 5,399.81	\$ 10,800.00	\$ 5,400.19	50.00%
Cell Phone Allowance	6108	\$ 1,108.14	\$ 6,796.91	\$ 7,342.91	\$ 15,960.00	\$ 8,617.09	46.01%
Part-Time Salaries	6110	\$ 25,174.84	\$ 179,641.21	\$ 221,033.16	\$ 549,670.00	\$ 328,636.84	40.21%
Retirement	6120	\$ 32,647.61	\$ 179,410.98	\$ 198,870.18	\$ 466,365.00	\$ 267,494.82	42.64%
457 Pension	6121	\$ 2,621.31	\$ 6,377.00	\$ 20,899.83	\$ 7,000.00	\$ (13,899.83)	298.57%
Deferred Compensation	6125	\$ 387.84	\$ 2,234.85	\$ 2,340.74	\$ 4,895.00	\$ 2,554.26	47.82%
Employee Insurance	6130	\$ 29,801.37	\$ 124,881.91	\$ 148,801.42	\$ 372,401.00	\$ 223,599.58	39.96%
Workers Compensation	6140	\$ 13,155.80	\$ 72,344.95	\$ 79,376.66	\$ 222,963.00	\$ 143,586.34	35.60%
Unemployment Insurance	6150	\$ -	\$ 39.41	\$ 1,132.00	\$ 15,000.00	\$ 13,868.00	7.55%
Loan - Pension Obligation	6160	\$ -	\$ 264,217.75	\$ 132,893.00	\$ 132,893.00	\$ 129,968.37	100.00%
PERS Unfunded Liability	6170	\$ -	\$ 501,541.00	\$ 508,376.00	\$ 565,994.00	\$ 57,618.00	89.82%
Personnel		\$ 310,569.01	\$ 2,427,632.51	\$ 2,541,914.95	\$ 5,060,038.00	\$ 2,648,091.42	50.24%
YTD Comparison				\$ 114,282.44			
Services and Supplies							
Telephone/Internet	6210	\$ 2,019.96	\$ 10,425.87	\$ 9,946.66	\$ 23,132.00	\$ 13,185.34	43.00%
Internet Services	6220	\$ -	\$ 11,927.00	\$ 27,848.47	\$ 61,125.00	\$ 33,276.53	45.56%
IT Infrastructure	6230	\$ -	\$ 539.62	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Computer Hardware/Software	6240	\$ 3,391.01	\$ 2,806.81	\$ 29,478.31	\$ 60,534.00	\$ 31,055.69	48.70%
Pool Chemicals	6310	\$ -	\$ 1,704.20	\$ 2,315.27	\$ 8,250.00	\$ 5,934.73	28.06%
Janitorial Supplies	6320	\$ 5,811.37	\$ 19,798.13	\$ 24,160.85	\$ 48,408.00	\$ 24,247.15	49.91%
COVID-19 Supplies	6321	\$ -	\$ 80.44	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Kitchen Supplies	6330	\$ 28.66	\$ -	\$ 74.84	\$ 1,200.00	\$ 1,125.16	6.24%
Food Supplies	6340	\$ 483.95	\$ 560.80	\$ 3,507.45	\$ 14,850.00	\$ 11,342.55	23.62%
Water Maint & Service	6350	\$ 184.68	\$ 276.50	\$ 2,553.01	\$ 1,265.00	\$ (1,288.01)	201.82%
Laundry/Wash Service	6360	\$ -	\$ -	\$ -	\$ 1,220.00	\$ 1,220.00	0.00%
Medical Supplies	6380	\$ -	\$ -	\$ -	\$ 1,050.00	\$ 1,050.00	0.00%
Insurance Liability	6410	\$ 144,889.00	\$ 236,698.00	\$ 289,778.00	\$ 284,038.00	\$ (5,740.00)	102.02%
Equipment Maintenance	6500	\$ -	\$ 34.30	\$ 24.54	\$ 1,000.00	\$ 975.46	2.45%
Fuel	6510	\$ 4,797.18	\$ 22,250.31	\$ 30,658.11	\$ 73,590.00	\$ 42,931.89	41.66%
Vehicle Maintenance	6520	\$ 1,473.42	\$ 11,749.43	\$ 19,612.01	\$ 35,400.00	\$ 15,787.99	55.40%
Building Maintenance	6600	\$ -	\$ -	\$ 24.14	\$ -	\$ (24.14)	#DIV/0!
Building Repair	6610	\$ 1,264.64	\$ 11,150.73	\$ 28,420.32	\$ 85,500.00	\$ 57,079.68	33.24%
HVAC	6620	\$ 2,912.48	\$ 1,881.64	\$ 4,363.49	\$ 8,820.00	\$ 4,456.51	49.47%
Playground Maintenance	6630	\$ -	\$ 772.20	\$ 3,301.00	\$ 40,000.00	\$ 36,699.00	8.25%
Grounds Maintenance	6710	\$ 5,273.26	\$ 31,691.74	\$ 52,563.80	\$ 81,420.00	\$ 28,856.20	64.56%
Tree Care	6719	\$ 12,576.60	\$ -	\$ 13,745.09	\$ 30,000.00	\$ 16,254.91	45.82%
Park Amenities - Assess	6722	\$ 37.79	\$ -	\$ 9,863.00	\$ -	\$ (9,863.00)	#DIV/0!
Fee Schedule	6727	\$ 13,050.00	\$ -	\$ 13,050.00	\$ 13,050.00	\$ -	100.00%
Contracted Pest Control	6730	\$ 600.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	100.00%
Rubbish & Refuse	6740	\$ 5,506.65	\$ 35,018.20	\$ 36,093.97	\$ 79,830.00	\$ 43,736.03	45.21%
Vandalism/Theft	6750	\$ -	\$ -	\$ 590.79	\$ 500.00	\$ (90.79)	118.16%
Memberships	6810	\$ -	\$ 12,590.00	\$ 14,192.82	\$ 15,047.00	\$ 854.18	94.32%
Office Supplies	6910	\$ 37.73	\$ 4,922.51	\$ 1,999.77	\$ 25,020.00	\$ 23,020.23	7.99%
Postage Expense	6920	\$ 250.00	\$ 6,468.20	\$ 12,157.50	\$ 18,640.00	\$ 6,482.50	65.22%
Advertising Expense	6930	\$ -	\$ 900.00	\$ 147.38	\$ 3,490.00	\$ 3,342.62	4.22%

General Ledger
Fund 10 General Fund
December 2022 50.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Printing Charges	6940	\$ 1,235.44	\$ 3,455.66	\$ 4,116.62	\$ 8,935.00	\$ 4,818.38	46.07%
Bank & Registration Fees	6950	\$ 180.72	\$ 45,621.39	\$ 1,548.67	\$ 3,920.00	\$ 2,371.33	39.51%
Approp Redev/Collection Fees	6960	\$ 320,107.31	\$ 271,904.71	\$ 320,107.31	\$ 552,000.00	\$ 231,892.69	57.99%
Minor Furn Fixture & Equip	6980	\$ 261.41	\$ 861.23	\$ 784.23	\$ 1,137.00	\$ 352.77	68.97%
Fingerprint Fees (HR)	7010	\$ 40.00	\$ 284.00	\$ 860.00	\$ 3,360.00	\$ 2,500.00	25.60%
Fire & Safety Insp Fees	7020	\$ -	\$ -	\$ 144.11	\$ 4,725.00	\$ 4,580.89	3.05%
Permit & Licensing Fees	7030	\$ -	\$ 3,246.12	\$ 4,255.24	\$ 6,550.00	\$ 2,294.76	64.97%
State License Fee	7040	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Professional Services	7100	\$ 1,010.00	\$ 39,048.00	\$ 4,290.00	\$ 147,501.00	\$ 143,211.00	2.91%
Legal Services	7110	\$ 11,921.57	\$ 23,332.20	\$ 30,059.47	\$ 90,000.00	\$ 59,940.53	33.40%
Typeset and Print Services	7115	\$ 11,516.93	\$ -	\$ 22,907.72	\$ 36,600.00	\$ 13,692.28	62.59%
Instructor Services	7120	\$ 14,779.34	\$ 65,139.76	\$ 61,735.89	\$ 77,265.00	\$ 15,529.11	79.90%
PERS Admin Fees	7125	\$ 131.25	\$ 534.38	\$ 593.82	\$ 2,200.00	\$ 1,606.18	26.99%
Audit Services	7130	\$ -	\$ 6,000.00	\$ 11,500.00	\$ 20,875.00	\$ 9,375.00	55.09%
Medical & Health Svcs (HR)	7140	\$ -	\$ 1,105.00	\$ 2,613.44	\$ 12,170.00	\$ 9,556.56	21.47%
Security Services	7150	\$ -	\$ 1,525.00	\$ 1,470.00	\$ 5,422.00	\$ 3,952.00	27.11%
Entertainment Services	7160	\$ -	\$ 118.72	\$ 432.25	\$ 5,800.00	\$ 5,367.75	7.45%
Business Services	7180	\$ 3,361.97	\$ 38,406.37	\$ 36,099.16	\$ 107,769.00	\$ 71,669.84	33.50%
Umpire/Referee Services	7190	\$ -	\$ 1,035.00	\$ 1,150.00	\$ 1,650.00	\$ 500.00	69.70%
Subscriptions	7210	\$ 45.99	\$ 85.95	\$ 169.95	\$ 2,550.00	\$ 2,380.05	6.66%
Rents & Leases - Equip	7310	\$ 614.01	\$ 1,339.40	\$ 7,635.48	\$ 31,620.00	\$ 23,984.52	24.15%
Bldg/Field Leases & Rental	7320	\$ -	\$ (250.00)	\$ -	\$ 60.00	\$ 60.00	0.00%
Event Supplies	7410	\$ 940.31	\$ -	\$ 2,509.74	\$ 6,040.00	\$ 3,530.26	41.55%
Supplies	7420	\$ 5,770.33	\$ 2,018.34	\$ 9,912.01	\$ 11,500.00	\$ 1,587.99	86.19%
Bingo Supplies	7430	\$ -	\$ 3,020.12	\$ 2,122.75	\$ 4,800.00	\$ 2,677.25	44.22%
Sporting Goods	7440	\$ 10.71	\$ 2,316.71	\$ 3,948.64	\$ 7,700.00	\$ 3,751.36	51.28%
Arts and Craft Supplies	7450	\$ -	\$ -	\$ -	\$ 4,025.00	\$ 4,025.00	0.00%
Training Supplies	7460	\$ -	\$ 30.00	\$ 80.00	\$ 1,920.00	\$ 1,840.00	4.17%
Small Tools	7500	\$ -	\$ 1,527.55	\$ 1,346.87	\$ 6,000.00	\$ 4,653.13	22.45%
Safety Supplies	7510	\$ -	\$ 865.06	\$ 521.20	\$ 4,215.00	\$ 3,693.80	12.37%
Uniform Allowance	7610	\$ -	\$ 4,263.47	\$ 7,519.69	\$ 12,490.00	\$ 4,970.31	60.21%
Safety Clothing	7620	\$ -	\$ 150.00	\$ 796.05	\$ 5,404.00	\$ 4,607.95	14.73%
Transportation and Travel	7700	\$ -	\$ -	\$ -	\$ 600.00	\$ 600.00	0.00%
Conference&Seminar Staff	7710	\$ 2,703.41	\$ 4,568.95	\$ 10,967.41	\$ 30,591.00	\$ 19,623.59	35.85%
Conference&Seminar Board	7715	\$ -	\$ 151.00	\$ 110.00	\$ 4,450.00	\$ 4,340.00	2.47%
Conference&Seminar Travel Exp	7720	\$ 1,225.97	\$ 1,855.19	\$ 3,264.64	\$ 26,949.00	\$ 23,684.36	12.11%
Out of Town Travel Board	7725	\$ -	\$ 1,221.94	\$ 828.30	\$ 2,420.00	\$ 1,591.70	34.23%
Private Vehicle Mileage	7730	\$ 188.76	\$ -	\$ 928.19	\$ 6,025.00	\$ 5,096.81	15.41%
Buses/Excursions	7750	\$ -	\$ -	\$ 4,900.89	\$ 33,500.00	\$ 28,599.11	14.63%
Tuition/Book Reimbursement	7760	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 4,000.00	0.00%
Utilities - Gas	7810	\$ 4,618.22	\$ 12,647.39	\$ 15,962.63	\$ 38,740.00	\$ 22,777.37	41.20%
Utilities - Water	7820	\$ 56,716.53	\$ 423,220.41	\$ 385,358.60	\$ 910,143.00	\$ 524,784.40	42.34%
Utilities - Electric	7830	\$ 11,505.49	\$ 99,022.72	\$ 70,300.66	\$ 217,575.00	\$ 147,274.34	32.31%
Airport Assessment Exp	7840	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 14,000.00	0.00%
Awards and Certificates	7910	\$ 2,879.08	\$ 3,208.85	\$ 8,039.69	\$ 16,130.00	\$ 8,090.31	49.84%
Meals for Staff Training	7920	\$ 282.20	\$ 503.39	\$ 484.88	\$ 3,500.00	\$ 3,015.12	13.85%
Employee Morale	7930	\$ 349.36	\$ 448.27	\$ 763.32	\$ 5,500.00	\$ 4,736.68	13.88%
COP Debt - PV Fields	7950	\$ -	\$ -	\$ -	\$ 217,560.00	\$ 217,560.00	0.00%
Reserve Computer Fleet	7971	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	100.00%
Reserve Dry Period	7973	\$ -	\$ 18,322.50	\$ 65,203.00	\$ 65,203.00	\$ 65,203.00	100.00%
Reserve Capital Improvements	7974	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	100.00%
Reserve Repair/Oper/Admin	7975	\$ -	\$ 32,500.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	100.00%
Reserve - Compensated Absences	7976	\$ -	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	100.00%
Services and Supplies		\$ 656,984.69	\$ 1,538,901.38	\$ 1,811,813.11	\$ 3,876,468.00	\$ 2,199,857.89	46.74%
YTD Comparison				\$ 272,911.73			
Capital							
General Capital	8400	\$ -	\$ -	\$ 316.88	\$ 765,000.00	\$ 764,683.12	0.04%
Equip/Facility Replacement	8420	\$ -	\$ 29,984.93	\$ 61,262.50	\$ 97,500.00	\$ 36,237.50	62.83%
ECAA Loan-Lighting Project	8483	\$ 5,711.27	\$ 52.50	\$ 25,795.81	\$ -	\$ (25,795.81)	0.00%
Cam Grove-Septic Tank	8496	\$ -	\$ 22,200.00	\$ 51,731.16	\$ 3,080.00	\$ (48,651.16)	1679.58%
Capital		\$ 5,711.27	\$ 52,237.43	\$ 139,106.35	\$ 865,580.00	\$ 726,473.65	16.07%
YTD Comparison				\$ 86,868.92			
Expense		\$ 973,264.97	\$ 4,018,771.32	\$ 4,492,834.41	\$ 9,802,086.00	\$ 5,574,422.96	45.84%
				\$ 474,063.09			
Revenue Total		\$ 4,444,646.93	\$ 4,970,354.76	\$ 5,423,443.83	\$ 8,943,311.00	\$ 3,519,762.17	60.64%
Expense Total		\$ 973,264.97	\$ 4,018,771.32	\$ 4,492,834.41	\$ 9,802,086.00	\$ 5,574,422.96	45.84%
YTD Revenue-Expenses			\$ 951,583.44	\$ 930,609.42			
YTD Comparison				\$ (20,974.02)			

General Ledger
Fund 20 Assessment Fund
December 2022 50.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apportionment	5110-5130	\$ -	\$ -	\$ -	\$ (238.00)	\$ (238.00)	0.00%
Interest Earnings	5310	\$ (1,676.98)	\$ (141.10)	\$ (3,587.19)	\$ -	\$ 3,587.19	0.00%
Assessment Revenue	5500	\$ (715,357.82)	\$ (707,010.47)	\$ (828,248.23)	\$ (1,251,393.00)	\$ (423,144.77)	66.19%
Revenue		\$ 717,034.80	\$ 707,151.57	\$ 831,835.42	\$ 1,251,631.00	\$ 419,795.58	66.46%
YTD Comparison				\$ 124,683.85			
Personnel							
Full Time Salaries	6100	\$ 1,880.55	\$ 8,893.16	\$ 10,905.64	\$ 21,048.00	\$ 10,142.36	51.81%
Overtime Salaries	6101	\$ -	\$ 62.02	\$ 10.32	\$ -	\$ (10.32)	0.00%
Cell Phone Allowance	6108	\$ 13.86	\$ 90.09	\$ 90.09	\$ 162.00	\$ 71.91	55.61%
Retirement	6120	\$ 307.57	\$ 1,469.43	\$ 1,788.32	\$ 3,601.00	\$ 1,812.68	49.66%
Employee Insurance	6130	\$ 412.09	\$ 1,514.42	\$ 2,245.88	\$ 4,386.00	\$ 2,140.12	51.21%
Workers Compensation	6140	\$ 212.79	\$ 966.42	\$ 1,218.16	\$ 2,787.00	\$ 1,568.84	43.71%
Personnel		\$ 2,826.86	\$ 12,995.54	\$ 16,258.41	\$ 31,984.00	\$ 15,725.59	50.83%
YTD Comparison				\$ 3,262.87			
Services and Supplies							
Incidental Costs - Assess	6709	\$ -	\$ 20,815.18	\$ 9,607.13	\$ 19,444.00	\$ 9,836.87	49.41%
Tree Care	6719	\$ -	\$ -	\$ 8,573.38	\$ 88,502.00	\$ 79,928.62	9.69%
Contracted LS Services	6720	\$ 16,332.61	\$ 224,921.18	\$ 188,205.37	\$ 516,049.00	\$ 327,843.63	36.47%
Park Amenities - Assess	6722	\$ -	\$ 1,699.42	\$ -	\$ 34,000.00	\$ 34,000.00	0.00%
Bank & Registration Fees	6950	\$ -	\$ -	\$ -	\$ 70.00	\$ 70.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ 1,736.59	\$ -	\$ 3,500.00	\$ 3,500.00	0.00%
COP Debt - PV Fields	7950	\$ -	\$ 529,755.84	\$ 533,756.09	\$ 529,760.00	\$ (3,996.09)	100.75%
Services and Supplies		\$ 16,332.61	\$ 778,928.21	\$ 740,141.97	\$ 1,191,325.00	\$ 451,183.03	62.13%
YTD Comparison				\$ (38,786.24)			
Expense		\$ 19,159.47	\$ 791,923.75	\$ 756,400.38	\$ 1,223,309.00	\$ 466,908.62	61.83%
YTD Comparison				\$ (35,523.37)			
Revenue Total		\$ 717,034.80	\$ 707,151.57	\$ 831,835.42	\$ 1,251,631.00	\$ 419,795.58	66.46%
Expense Total		\$ 19,159.47	\$ 791,923.75	\$ 756,400.38	\$ 1,223,309.00	\$ 466,908.62	61.83%
YTD Revenue-Expenses			\$ (84,772.18)	\$ 75,435.04			
YTD Comparison				\$ 160,207.22			

38.17%

General Ledger
Fund 30 Quimby Fund
December 2022 50.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ (2,109.90)	\$ (3,128.64)	\$ (18,782.15)	\$ (5,125.00)	\$ 13,657.15	366.48%
Park Dedication Fees	5400	\$ -	\$ -	\$ (3,466,172.45)	\$ -	\$ 3,466,172.45	0.00%
Revenue		\$ 2,109.90	\$ 3,128.64	\$ 3,484,954.60	\$ 5,125.00	\$ (3,479,829.60)	67999.11%
Services and Supplies							
Bank & Registration Fees	6950	\$ -	\$ 36.00	\$ 10.00	\$ -	\$ (10.00)	0.00%
Services and Supplies		\$ -	\$ 36.00	\$ 10.00	\$ -	\$ (10.00)	0.00%
Capital							
General Capital	8400	\$ -	\$ -	\$ -	\$ 1,400,000.00	\$ 1,400,000.00	0.00%
Arneill Ranch Park Renovation	8464	\$ -	\$ 1,112,597.67	\$ 13,520.66	\$ 93,008.59	\$ 79,487.93	14.54%
Pickleball Sports Complex	8493	\$ 2,328.59	\$ -	\$ 19,003.36	\$ 1,382,519.19	\$ 1,363,515.83	1.37%
Capital		\$ 2,328.59	\$ 1,112,597.67	\$ 32,524.02	\$ 2,875,527.78	\$ 2,843,003.76	1.13%
Expense		\$ 2,328.59	\$ 1,112,633.67	\$ 32,534.02	\$ 2,875,527.78	\$ 2,842,993.76	1.13%
Revenue Total		\$ 2,109.90	\$ 3,128.64	\$ 3,484,954.60	\$ 5,125.00	\$ (3,479,829.60)	67999.11%
Expense Total		\$ 2,328.59	\$ 1,112,633.67	\$ 32,534.02	\$ 2,875,527.78	\$ 2,842,993.76	1.13%
YTD Revenue-Expenses			\$ (1,109,505.03)	\$ 3,452,420.58			
YTD Comparison				\$ 2,342,915.55			

Date Received	Amount	Amount Earmarked	Developer	Development Case #	Amount Expended	Balance	Allocation Date
7/31/14	\$ 615,709.00	\$ 720,600.00	AMLI Residential	Springville (RPD-173)	\$ 615,709.00	\$ -	7/31/2019
1/31/15	\$ 2,250,489.70	\$ 2,250,489.70	Fairfield LLC		\$ 1,894,525.49	\$ 355,964.21	1/31/2020
8/8/16	\$ 2,649,209.00	\$ 3,200,000.00	Tomstock/Elacora Mission Oaks		\$ 1,723,013.87	\$ 926,195.13	8/8/2021
8/10/16	\$ 474,353.00	\$ 629,500.00	KB Homes**		\$ 230,159.82	\$ 244,193.18	8/10/2021
6/7/18	\$ 21,612.25	\$ -	Crestview		\$ -	\$ 21,612.25	6/7/2023
6/27/18	\$ -	\$ -	Aldersgate Construction		\$ 146,682.55	\$ -	REFUNDED
3/6/19	\$ 35,242.00	\$ -	Habitat for Humanity		\$ -	\$ 35,242.00	3/6/2024
9/12/19	\$ -	\$ -	Aldersgate Construction		\$ 92,200.46	\$ -	REFUNDED
11/21/19	\$ 1,264,500.00	\$ -	Shea Homes		\$ -	\$ 1,264,500.00	11/21/2024
7/29/22	\$ 2,840,447.45	\$ -	Williams Homes		\$ -	\$ 2,840,447.45	7/29/2027
8/5/22	\$ 347,625.00	\$ -	Somis Ranch Phase 1		\$ -	\$ 347,625.00	8/5/2027
10/20/22	\$ 278,100.00	\$ -	Somis Ranch Phase 2		\$ -	\$ 278,100.00	10/20/2027
Total	\$ 10,777,287.40	\$ 6,800,589.70			\$ 4,702,291.19	\$ 6,313,879.22	

*Amount allocated exceeds fee total due to Valle Lindo Restroom Project, excess expenses to be allocated from KB Homes
 **Expenses for Valle Lindo above AMLI fee amount allocated here, full allocated amount yet to be spent

General Ledger
Fund 40 Park Impact Fee Fund
December 2022 50.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ (596.38)	\$ -	\$ (1,395.98)	\$ (66.00)	\$ 1,329.98	2115.12%
Park Impact Fees	5450	\$ -	\$ (165,364.20)	\$ (218.40)	\$ -	\$ 218.40	0.00%
Revenue		\$ 596.38	\$ 165,364.20	\$ 1,614.38	\$ 66.00	\$ (1,548.38)	2446.03%
Revenue Total		\$ 596.38	\$ 165,364.20	\$ 1,614.38	\$ 66.00	\$ (1,548.38)	2446.03%
Expense Total		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%

General Ledger
Fund 50 CDBG Fund
December 2022 50%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Staffing Cost Recovery	5563	\$ -	\$ -	\$ -	\$ (42,428.00)	\$ (42,428.00)	0.00%
CDBG - Food Share	5577	\$ -	\$ -	\$ (10,441.30)	\$ -	\$ 10,441.30	0.00%
Revenue		\$ -	\$ -	\$ 10,441.30	\$ 42,428.00	\$ 31,986.70	24.61%
Personnel							
Full Time Salaries	6100	\$ 467.52	\$ -	\$ 1,792.16	\$ 34,508.00	\$ 32,715.84	5.19%
Part-Time Salaries	6110	\$ 2,065.08	\$ 56.00	\$ 15,178.94	\$ 5,333.00	\$ (9,845.94)	284.62%
Retirement	6120	\$ 356.29	\$ 4.28	\$ 2,291.83	\$ -	\$ (2,291.83)	0.00%
Employee Insurance	6130	\$ -	\$ -	\$ 10.58	\$ -	\$ (10.58)	0.00%
Workers Compensation	6140	\$ 35.20	\$ 1.29	\$ 290.59	\$ -	\$ (290.59)	0.00%
Personnel		\$ 2,924.09	\$ 61.57	\$ 19,564.10	\$ 39,841.00	\$ 20,276.90	49.11%
Expense		\$ 2,924.09	\$ 61.57	\$ 19,564.10	\$ 39,841.00	\$ 20,276.90	49.11%
Revenue Total		\$ -	\$ -	\$ 10,441.30	\$ 42,428.00	\$ 31,986.70	24.61%
Expense Total		\$ 2,924.09	\$ 61.57	\$ 19,564.10	\$ 39,841.00	\$ 20,276.90	49.11%

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: February 1, 2023

SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 729 PROCLAIMING A LOCAL EMERGENCY PERSISTS AND RE-AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE BOARD OF DIRECTORS AND ALL STANDING COMMITTEES OF THE DISTRICT FOR THE 30-DAY PERIOD BEGINNING FEBRUARY 1st, 2023 THROUGH FEBRUARY 28th, 2023 PURSUANT TO THE RALPH M. BROWN ACT AS AMENDED BY ASSEMBLY BILL NO. 361

BACKGROUND

In March 2020, the Governor, on behalf of the State of California, issued various executive orders which relaxed requirements under the Ralph M. Brown Act (Brown Act) allowing public agencies the flexibility to successfully continue conducting public meetings during the COVID-19 pandemic. On September 30, 2021, the State rescinded those orders. However, in lieu of the rescinded executive orders, the State passed Assembly Bill 361 (AB 361) which modified the Brown Act and provides essentially the same flexibility for conducting public meetings during a declared emergency until January 1, 2024. As a result, in accordance with the requirements of AB 361, local agencies must continue to adopt a resolution every 30 days to use the modified public meeting provisions provided for in AB 361.

On September 16, 2021, Governor Newsom signed Assembly Bill 361 (“AB 361”) into law. AB 361 was made effective on October 1, 2021, on an urgency basis, to correspond to the timing of expiration of the Brown Act Orders. AB 361 provides for the ability to continue teleconferencing Brown Act meetings of city legislative bodies for public health and safety reasons under certain conditions, akin to the authority to do so under the Brown Act Orders.

ANALYSIS

In accordance with AB 361, if a local agency passes a resolution that makes the necessary findings, the agency is allowed to follow the provisions of AB 361 for a maximum period of 30 days. After the first 30-day period, AB 361 requires the public agency to adopt a resolution no later than once every 30 days to continue meeting under the modified Brown Act requirements.

On February 3, 2022, the District Board adopted Resolution No. 699 authorizing the continuation of the use of remote teleconference meetings under the provision of Government Code Section 54953. The resolution is effective for a 30-day period and must be renewed every 30 days. To keep the

authorization current from the February 3, 2022 initial resolution, the District Board has adopted a new resolution each month. A list of the resolutions with their approved dates is as follows:

- Resolution No 701, March 2, 2022
- Resolution No. 704, April 6, 2022
- Resolution No. 709, May 4, 2022
- Resolution No. 711, June 1, 2022
- Resolution No. 716, July 6, 2022
- Resolution No. 719, September 7, 2022
- Resolution No. 722, October 5, 2022
- Resolution No. 725, November 3, 2022
- Resolution No. 727, December 1, 2022
- Resolution No. 728, January 4, 2023

The other major change is that all public agencies, if they want to continue to conduct public meetings remotely, must adopt a resolution every 30 days making the findings of necessity to do so and affirming the measures in place to allow remote public comments by the public. If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, AB 361 imposes certain requirements to continue use of its provisions after the initial 30-day period, or a 30-day period, thereafter, has elapsed.

Government Code section 54953(e)(3) provides that “not later than 30 days after teleconferencing for the first time pursuant” to AB 361, “and every 30 days thereafter,” the public agency shall make the following findings by majority vote for the agency to continue using the teleconferencing provisions of AB 361:

1. The public agency has reconsidered the circumstances of the state of emergency; *and*
2. Either of the following circumstances exist:
 - a. The state of emergency continues to directly impact the ability of the members to meet safely in person, *or*
 - b. State or local officials continue to impose or recommend measures to promote social distancing.

These provisions of AB 361 are effective until January 1, 2024. This means these provisions may be invoked any time there is a proclaimed state of emergency by the Governor (e.g., wildfires) and the District Board can make at least one of the enumerated findings. Accordingly, if the Board would like to continue conducting public meetings under the modified Brown Act provisions, staff has prepared the attached resolution for Board consideration and adoption.

RECOMMENDATION

It is recommended for the Board to consider and adopt Resolution No. 729 proclaiming a local emergency persists and re-authorizing the use of remote teleconference meeting procedures by the Board of Directors and all standing committees of the District for the 30-day period beginning February 1, 2023 through February 28th, 2023 pursuant to the Ralph M. Brown Act as amended by Assembly Bill No. 361.

ATTACHMENT

- 1) Resolution No. 729 (3 pages)

RESOLUTION NO. 729

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS AND RE-AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE BOARD OF DIRECTORS AND ALL STANDING COMMITTEES OF THE DISTRICT FOR THE 30-DAY PERIOD BEGINNING FEBRUARY 1st, 2023 THROUGH FEBRUARY 28th, 2023 PURSUANT TO THE RALPH M. BROWN ACT AS AMENDED BY ASSEMBLY BILL NO. 361

WHEREAS, the Pleasant Valley Recreation and Park District (“District”) is committed to preserving and fostering public access, transparency, observation, and participation in meetings of the Board of Directors (“Board”) and all standing committees; and

WHEREAS, all meetings of the Board and standing committees are open and public, as required by the Ralph M. Brown Act, Government Code sections 54950 – 54963, so that any member of the public may attend, observe, and participate in a meaningful way; and

WHEREAS, the Brown Act, as amended by AB 361 (2021), at Government Code section 54953(e) *et seq.*, allows for remote observation and participation in meetings by members of a legislative body and members of the public, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the District, caused by conditions as described in Government Code section 8558; and

WHEREAS, such conditions now exist in the District specifically, a state of emergency was proclaimed, which includes area within the jurisdictional boundaries of the District, on or about March 4, 2020, by California Governor Gavin Newsom in response to the COVID-19 novel coronavirus pandemic, including measures to mitigate the spread of COVID-19 in order to control outbreaks which minimizes the risk to the public, maintains the health and safety of the people of California, and limits the spread of infection in our communities; and

WHEREAS, the Board of Directors does hereby find the Ventura County Public Health Officer has recommended that physical/social distancing measures continue to be practiced throughout Ventura County communities to minimize the spread of COVID-19; and

WHEREAS, the District remains committed to providing the public with real-time access to attend and participate in remotely held District meetings through a variety of

options including through the internet via Zoom, telephonically, via email correspondence prior to the meeting, and through livestream video via the District's YouTube channel, in an effort to protect the constitutional and statutory rights of all attendees; and

WHEREAS, as a consequence of the local emergency existing, the Board hereby finds that the Board and all standing committees of the Pleasant Valley Recreation and Park District shall conduct their meetings without compliance with Government Code section 54953(b)(3), and shall instead comply with the remote meeting requirements as authorized by Government Code section 54953(e) *et seq.*; and

WHEREAS, continued reliance on AB 361 for subsequent meetings requires the following:

1. Either the "state of emergency" must remain active or state or local officials have imposed or recommended measures to promote social distancing; and
2. No later than 30 days after teleconferencing for the first time under AB 361 rules, and every 30 days thereafter, the legislative body, by majority vote, finds that it has reconsidered the circumstances of the state of emergency and at least one of the following circumstances exist:
 - a. The state of emergency continues to impact the ability of the members to meet safely in person; or
 - b. State or local officials continue to impose recommended measures to promote social distancing.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF PLEASANT VALLEY RECREATION AND PARK DISTRICT HEREBY RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Board of Directors hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Governor on March 4, 2020 and recognizes that the Ventura County Public Health Officer has recommended physical and social distancing measures to be practiced throughout Ventura County communities to minimize the spread of COVID-19. Based on such facts, findings and determinations, the District proclaims the existence of a local emergency throughout the District and authorizes staff to conduct remote teleconference meetings of the Board of Directors, including committee meetings, under the provisions of Government Code Section 54953(e).

Section 3. The General Manager is authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings remotely in accordance with Government Code section 54953(e) *et seq.*, and other applicable provisions of the Brown Act, for all Board meetings, and all standing committee meetings of the District.

Section 4. As respects continued reliance on AB 361 for subsequent meetings, this Resolution takes into consideration that the state of emergency still persists which can impact the ability of board members to meet safely in person and re-authorizes the remote teleconferencing procedures for another 30 days.

Section 5. This Resolution shall take effect immediately upon its adoption and shall be effective until either (i) 11:59 p.m. on February 28, 2023, or (ii) such time as the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Pleasant Valley Recreation and Park District and all standing committees of the District may continue to meet remotely, without compliance with Government Code section 54953(b)(3), but otherwise as permitted by Government Code section 54953(e) *et seq.*

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Board of Directors of the Pleasant Valley Recreation and Park District at a regular meeting held on the 1st day of February 2023, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Elaine Magner, Chair, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

Attested:

Bev Dransfeldt, Secretary, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Justin Kiraly, Administrative Services Manager

DATE: February 1, 2023

SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 730 DIRECTING SCI CONSULTING GROUP TO PREPARE THE FY 2023-2024 ENGINEER'S REPORT FOR THE ASSESSMENT DISTRICT

SUMMARY

Every fiscal year staff brings a report and resolution asking the Board to adopt the resolution directing SCI Consulting Group to prepare the upcoming fiscal year's Engineer's Report. The purpose of this Engineer's Report is to establish the budget for the services that would be funded by the FY 2023-2024 Assessment.

BACKGROUND

SCI Consulting Group was retained in 2001 by the District to prepare and file a report. The report includes an estimate of costs, a diagram for the assessment district and an assessment to cover the estimated costs of the improvements pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIIIID of the California Constitution. The Assessment District was formed to provide adequate revenues for park maintenance services as well as for expanding and improving park facilities to meet the growing demands placed on the parks system.

ANALYSIS

The Engineer's Report is prepared annually to establish the budget for the services that would be funded by the proposed fiscal year. The FY 2023-2024 projects will determine the benefits received from the park maintenance and improvements by property within the park district and the method of assessment apportionment to lots and parcels within the park district. Specifically, the Engineer's Report with input from District staff will reflect the projects, staffing and funding allocation for the upcoming fiscal year. The Board will then review the proposed report and budget.

FISCAL IMPACT

The FY 2023-2024 special assessment funds will be dedicated to a portion of the debt service for the Certificates of Participation (COP) sold as the funding source for the Pleasant Valley Fields Sports Complex, staffing expenses, landscape maintenance program for all parks, and miscellaneous park projects.

RECOMMENDATION

It is recommended the Board adopt Resolution No. 730 directing SCI Consulting Group to prepare the FY 2023-2024 Engineer's Report.

ATTACHMENT

- 1) Resolution No. 730 (2 pages)

RESOLUTION NO. 730

**A RESOLUTION DIRECTING PREPARATION OF THE ENGINEER'S REPORT
FOR FISCAL YEAR 2023-2024 FOR THE
PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT
FOR THE
PLEASANT VALLEY RECREATION AND PARK DISTRICT**

RESOLVED, by the Governing Board (the "Board") of the Pleasant Valley Recreation and Park District (the "District"), County of Ventura, State of California, that

1. On April 4th, 2001 by its Resolution No. 356 this Board ordered the formation of a landscaping and lighting district pursuant to 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).

2. The purpose of the landscaping and lighting district shall be for the installation, maintenance and servicing of improvements to the Pleasant Valley Recreation and Park District described in Section 3 below.

3. The landscaping and lighting district has been given the distinctive designation of the "Park Maintenance and Recreation Improvement District", which landscaping and lighting district is primarily described as all of the lands within the current boundaries of the Pleasant Valley Recreation and Park District.

4. Within the landscaping and lighting district, the existing and proposed improvements to be undertaken by the Park Maintenance and Recreation Improvement District are 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 improvements.

5. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIID of the California Constitution. Upon completion, the Engineer shall file the Engineer's Report with the Clerk of the Board for submission to the Board.

PASSED AND ADOPTED this 1st day of February 2023 by the following vote:

AYES :

NOES:

ABSENT:

ABSTAIN:

ELAINE MAGNER, CHAIR
PLEASANT VALLEY RECREATION AND PARK DISTRICT

ATTESTED:

BEV DRANSFELDT, SECRETARY
PLEASANT VALLEY RECREATION AND PARK DISTRICT

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Justin Kiraly, Administrative Services Manager

DATE: February 1, 2023

**SUBJECT: CONSIDERATION AND APPROVAL OF CONTRACT
EXTENSION FOR THE PARK MAINTENANCE AND
RECREATION IMPROVEMENT DISTRICT**

RECOMMENDATION

It is recommended the Board approve to extend the contract for the Engineer of Work and Levy Administration for the Park Maintenance and Recreation Improvement District with SCI Consulting Group. The extension would include fiscal years 2023-2024 through 2027-2028.

BACKGROUND

SCI Consulting Group was retained in 2001 by the District to establish an Assessment District and to handle the administrative duties pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution. SCI Consulting Group is completing a Board awarded five-year contract which ends in Fiscal Year 2022-2023 without an extension.

On February 6, 2013 the Board approved the Request for Proposal (RFP) and staff posted the RFP on the websites of California Special Districts Association (CSDA) and California Society of Municipal Finance Officers (CSMFO). With permission from staff, CSDA emailed six firms inviting them to submit a proposal and two companies responded. They include SCI Consulting Group and Harris & Associates.

On February 28, 2013, a committee reviewed the two proposals. Both firms were qualified and had the experience in the administration of an assessment district. It was determined the proposal submitted by SCI Consulting Group would best fit the needs of the District by demonstrating in their proposal more experience in specifically handling park assessment. SCI Consulting Group developed the current assessment district for the District and has consistently exceeded the needs of the District with no change in personnel.

On March 6, 2013 the Board awarded SCI Consulting Group a five-year contract to cover fiscal years 2012-2013 through 2017-2018 with no extensions. On March 7, 2018, the Board awarded SCI Consulting Group another five-year contract to cover fiscal years 2018-2019 through 2022-2023.

ANALYSIS

SCI Consulting Group has been the District's current levy administrator for the past 22 years and they understand that the District's special levies provide vital funding for continued services and operations. SCI understands that the District is seeking to continue to retain the services of a professional assessment engineering and levy administration firm to ensure the ongoing accurate, legally compliant and efficient collection of these important revenues. Staff is confident that SCI Consulting Group is best suited to provide these services.

FISCAL IMPACT

If the Board extends the contract to SCI Consulting Group, the expense would be charged to Fund 20, the Assessment District Fund.

Fiscal Year	Amount
2023-2024	\$19,937
2024-2025	\$20,445
2025-2026	\$20,969
2026-2027	\$20,969
2027-2028	\$20,969

RECOMMENDATION

It is recommended the Board approve to extend the contract for the Engineer of Work and Levy Administration for the Park Maintenance and Recreation Improvement District with SCI Consulting Group.

ATTACHMENT

- 1) Proposal for Professional Consulting and Levy Administration Services (9 pages)
- 2) Sample Contract (13 pages)

Submitted via e-mail

jkiraly@pvrrpd.org

Justin Kiraly, Administrative Services Manager
Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010

Re: Agreement for Providing Levy Administration Services for the Pleasant Valley Recreation and Park District

Dear Justin:

SCI Consulting Group (“SCI”) is pleased to submit, for your review, the enclosed Agreement to serve as the Engineer of Work and provide professional consulting and levy administration services for the Pleasant Valley Recreation and Park District, Park Maintenance and Recreation Improvement District.

Established in 1985, SCI Consulting Group is a recognized public finance consulting firm with leading expertise in assisting California public agencies with local funding of public services and improvements. We also possess industry leading expertise with the important legal and procedural requirements for the formation of Community Facilities Districts, Benefit Assessment Districts and other local financing mechanisms. SCI has formed and annually administers over 850 special taxes, assessments and fees for over 140 public agencies throughout the State. This expertise and experience will ensure that your goals and objectives are met successfully, collaboratively, on schedule and on budget.

The Scope of Work within this Agreement includes the tasks required for the year-round administration of the Assessment District. Below is a summary of the Scope of Work.

Engineer’s Report and Other Documents Each year SCI will carefully evaluate all Proposition 218 developments that may have a bearing on the District’s assessment. SCI will make recommendations for upgrades to the Engineer’s Report, Resolutions and other related documents as needed. SCI will also assist with the publication of the notice for the continuation of the assessment.

Confirmation of District Parcels, Levy Calculation, Verification and Submittal On an annual basis, SCI will calculate and confirm levies on a parcel-by-parcel basis for all properties based on final lien roll data as of July 1. We take great pride in our levy determination process and our stringent quality control and oversight to ensure the accuracy of the levies. Each year for every special levy, we conduct over 50 checks and validation queries on each parcel so any parcels that may require additional research can be identified, researched and determined. After the levies have been determined, another consultant with SCI will perform a thorough peer review and audit. These multiple stage reviews and quality assurance steps are a key element in SCI’s proven ability to ensure the highest level of accuracy and to maximize special levy revenues for our clients.

District Information and Levy Confirmation After submittal of the levy roll to the County Auditor, SCI will confirm with the Auditor the number of parcels to be charged and the total revenue for the coming year, and we will report these figures to the District. SCI will also develop and make available to the District an

Internet based website that will allow District staff to quickly locate parcel data by owner name, parcel number, street address or other requested search criteria.

Manual Billing for Certain Properties For assessments which cannot be collected through the County Auditor/Tax Collector, SCI shall prepare and manage the mailing of manual bills to property owners and shall assist with the collection of the assessments.

Responding to Public Inquiries and Appeals SCI will coordinate with the County for our taxpayer inquiry line to be placed on the County tax bill so taxpayers can directly contact SCI throughout the fiscal year with questions regarding the levy. We have representatives who are fluent in English and Spanish. SCI will research and, if necessary, revise any levies which are based upon incorrect assessor information used in the determination of the levy. If any taxpayer appeals a special levy for their property, SCI will investigate the claim and adjust the levy as needed. Our goal is to represent the District professionally and to minimize any inconvenience to the inquiring taxpayer or the District.

Attached is the Agreement for fiscal year(s) 2023-24 through 2027-28 levy administration services. If the Agreement meets with your approval, please sign and return a copy to me at your earliest convenience.

If you have any questions or require additional information, please do not hesitate to contact me. I can be reached at (707) 430-4300 or via email at jeanette.hynson@sci-cg.com. We look forward to this opportunity to assist the District with this important project and stand ready to proceed.

Sincerely,



Jeanette Hynson
Senior Consultant

Levy Administration Services Agreement

THIS AGREEMENT is made on _____, 20__, between the **Pleasant Valley Recreation and Park District**, (“District”) and **SCI Consulting Group** (“Consultant” or “SCI”), a California Corporation, who agree as follows:

1. **Scope of Work (“Work”).** Consultant shall perform the work and render the services described in the Scope of Work shown below (the “Work”). The Consultant shall provide all labor, equipment, material and supplies required or necessary to properly and competently perform the Work, and determine the method, details and means of doing the Work.
2. **Payment.**
 - a. In exchange for the Work, District shall pay to the Consultant a fee for completed phases of the Work. The total fee for the Work shall not exceed amounts set forth in the Fee Schedule shown below. There shall be no compensation for extra or additional work or services by the Consultant unless approved in advance in writing by District. The Consultant’s fee shall include all of the Consultant’s costs and expenses related to the Work.
 - b. At the completion of each phase of the Work, the Consultant shall submit to the District an invoice for the Work performed. If the Work is satisfactorily completed and the invoice is accurately computed, the District shall pay the invoice within 30 days of its receipt.
3. **Term.** This Agreement shall take effect on the above date and shall continue in effect until completion of the Work.
4. **Insurance.**
 - a. **Types & Limits.** The Consultant, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

Commercial General Liability	\$2,000,000 per occurrence \$4,000,000 aggregate
Automobile Liability	\$2,000,000 per accident
Workers' Compensation	Statutory limits
Professional Liability	\$2,000,000 per claim
Excess Liability (over General Liability & Auto Liability)	\$1,000,000 per occurrence & \$1,000,000 aggregate
 - b. **Other Requirements.** The general liability policy(ies) shall be endorsed to name the District, its officers and employees as additional insureds regarding liability arising out of the Work.
 - c. **Proof of Insurance.** Upon request, the Consultant shall provide to the District proof of insurance.

5. **Indemnification.** The Consultant shall indemnify, defend, protect, and hold harmless the District, and its officers and employees from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) arising out of the Consultant's performance of the Work and caused by willful misconduct of or by the Consultant or its employees, agents and subcontractors.
6. **Entire Agreement.** This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.
7. **Independent Contractor.** The Consultant's relationship to the District is that of an independent contractor.
8. **Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, the Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of the District.
9. **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.
10. **Severability.** If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.
11. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
12. **Default.** In the event that the Consultant defaults in the obligations of the Consultant under this Agreement, or the Consultant defaults in the performance of the terms and conditions of this Agreement, the District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: a) enforce performance of the Agreement by the Consultant; or b) terminate this Agreement. In the event that this Agreement is terminated, payment shall still be due for all Work performed by the Consultant through the date of the termination.
13. **Cancellation.** The District or the Consultant may cancel this Agreement without cause. The party desiring to cancel this Agreement shall notify the other party in writing. In the event that this Agreement is cancelled, payment shall still be due for all Work performed by the Consultant through the date of the notification of cancellation.
14. **Attorney's Fees.** In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, and litigation costs.

15. **Notice.** Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail or by commercial delivery service, addressed as follows:

Public Agency:

Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010

Consultant:

SCI Consulting Group
4745 Mangels Boulevard
Fairfield, CA 94534

Any party may change its address by notifying the other party of the change in the manner provided below:

_____	_____
_____	_____
_____	_____
_____	_____

Scope of Work

This section outlines the engineering services and other responsibilities SCI would perform as the Engineer of Work and Assessment Levy Administrator for Pleasant Valley Recreation and Park District.

DEFINITIONS

District:	The Pleasant Valley Recreation and Park District, its staff, legal counsel and Board of Directors.
Assessment:	Park Maintenance and Recreation Improvement District
SCI or Consultant:	SCI Consulting Group, and any and all employees and subcontractors.
Administration:	Services related to the determination, levy and collection of assessment revenues.

Engineer's Report and Other Documents

16. Obtain upcoming fiscal year estimated cost information from the District to use as a basis for the budget in the Engineer's Report.
17. Calculate and prepare the preliminary assessment roll for inclusion in the Engineer's Report.
18. Prepare the Engineer's Report, including any necessary upgrades due to any recent court rulings or other requirements.
19. File the final Engineer's Report with the District.
20. Prepare any needed resolutions and staff reports for the Assessment.
21. Prepare and assist with the publication of any notices for the continuation of the Assessment.
22. Attend the District Board meeting at which the public hearing is held, and the Engineer's Report is approved.

Confirmation of District Parcels, Levy Calculation, Verification and Submittal

1. Create a database including every parcel in the boundaries of the Assessment District, including the parcel attributes necessary for calculating the Assessments, and update it with new information for the upcoming year.
2. Identify new or changed parcels that may require an updated or new assessment calculation and recalculate the final assessment on a parcel-by-parcel basis.
3. Prepare the final Assessment Roll for the Assessment District and submit it to the County for inclusion on the upcoming fiscal year tax bills.

District Information and Levy Confirmation

1. Verify and validate Auditor's levy data prior to the printing of tax bills.
2. Develop and make available to the District an Internet based website that will allow District staff to quickly locate parcel data by owner name, parcel number, street address or other requested search criteria.

Manual Billing for Certain Properties

1. For any parcels that cannot be collected on County tax bills, prepare a listing of property owners, addresses, property information, current assessment amount and delinquent Assessments.
2. Directly invoice any such property owners for the assessment amounts due for their property, record payments received in a payment tracking database, produce periodic reports for the District of bills paid and those still outstanding, and assist the District with collection of delinquent assessments.

Responding To Public Inquiries And Appeals

1. Provide the County Auditor/Tax Collector with our toll-free phone number so property owners can directly contact SCI Consulting Group throughout the fiscal year regarding any questions that arise.
2. Throughout the fiscal year, research and, if necessary, revise any Assessments which we find to be based upon incorrect information being used to apply the method of assessment. (It should be noted that, due to our comprehensive levy validation procedures, actual revisions are expected to be very minimal, if any.)

Defense and Support of the Assessments

1. Provide a full response, support of the assessments and basis for the assessments to any person who questions the assessments or the legal basis for the assessments.
2. In the event of any legal challenge or petition against the assessments, provide professional, assessment engineering and technical support in support of the assessments. If such services are required, they would be provided in close collaboration with the District and District legal counsel.

Fee Schedule

SCI shall be compensated for the performance of the Scope of Work as follows:

	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
Annual Administration	\$16,937	\$17,445	\$17,969	\$17,969	\$17,969
Payment due on August 10	\$10,162	\$10,467	\$10,781	\$10,781	\$10,781
Payment due on January 31	<u>\$6,775</u>	<u>\$6,978</u>	<u>\$7,188</u>	<u>\$7,188</u>	<u>\$7,188</u>
Incidental Costs	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Total Contract Authorization	\$19,937	\$20,445	\$20,969	\$20,969	\$20,969

1. The Scope of Work includes one meeting with the District. Any additional meetings shall be billed at the rate of \$1,500 per person per meeting.
2. In the event that the District elects to request optional, additive scope of work, SCI will work with the District to negotiate compensation for these additional tasks and execute an Addendum to the agreement for these additional services.
3. Incidental costs incurred by SCI for the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the Scope of Work shall be reimbursed at actual cost by the District with total cost not to exceed \$3,000 per year, without prior authorization from the District. Publication of the legal notice of public hearing will be billed separately as incurred.

Note: All costs associated with this proposal can be financed or refunded by assessment proceeds.

The Fee Schedule shown above is valid as long as this agreement is executed within 90 days from the date this agreement was submitted to the District.

Signature Page

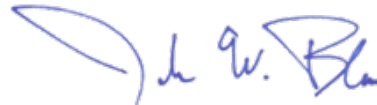
By signing below, we agree to the terms of this Levy Administration Services Agreement.

Accepted:

Mary Otten, General Manager
Pleasant Valley Recreation and Park
District

Date

Accepted:



John W. Bliss
President
SCI Consulting Group

Date

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE PLEASANT VALLEY
RECREATION & PARK DISTRICT
AND
OPERATOR, INC.**

This agreement is made and entered into, effective [REDACTED] between the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a public agency (“District”), and [REDACTED], a California [REDACTED] (“Operator”).

RECITALS

WHEREAS, following District’s Request for Proposal process, the District desires to contract with Operator for certain professional planning services necessary for the development of an Open Space, Trail, and Greenway Planning Study (“Project”).

WHEREAS, Operator represents that it has the qualifications and technical skills, experience and expertise to perform these services for the District.

NOW THEREFORE, based on the terms and conditions herein, the parties agree as follows:

1. Scope of Services

Operator shall perform the professional services required to complete the Project for the District as described in the Scope of Work _____ attached as Exhibit “B” and incorporated by reference herein.

All work and services by Operator shall be performed in a diligent and professional manner.

Operator warrants that its services shall be performed, within the limits prescribed by the District, in a manner consistent with the level of care and skill ordinarily exercised by environmental, planning, and engineering professionals under similar circumstances at the time its services are performed. No other warranty or representation, express or implied, is included or intended by Operator’s Proposal, this Agreement, or any reports or documents prepared herewithin.

Operator agrees to undertake the discrete tasks outlined in Exhibit “B” only upon consultation with and authorization from the District’s General Manager and Park Superintendent.

As further described on Exhibit “B”, Operator’s Services include:

1.

2.

3.

2. Term of Contract

Unless otherwise earlier terminated as specified in Section 9, this Agreement shall commence on the date set forth above and shall expire at completion of the Project no later than [REDACTED]. Operator shall complete all work in accordance with the timelines set forth in the Proposal.

3. Force Majeure

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement will be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Operator, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Operator shall, within ten (10) days of the commencement of such delay, notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Project Manager, such delay is justified. The Project Manager's determination is final. In no event will Operator be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused; Operator's sole remedy being extension of the Agreement pursuant to this Section.

4. Independent Contractor Relationship

- a. It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of Operator to District being that of an independent contractor. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Operator.
- b. Operator is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the District and for coordinating all portions of the work so the results will be satisfactory to District. Operator will supply all tools and instruments required to perform its services under this Agreement.

- c. Pursuant to this Agreement, Operator is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

5. Compliance with Laws

Operator will be solely responsible for giving all notices and complying with any and all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to Operator's work, including but not limited to those relating to copyright, trademark or other intellectual property matters.

6. Licenses, Permits, Fees and Assessments.

Operator shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Operator shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Operator's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless District against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

7. Environmental Laws.

Operator shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Operator shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

8. Acknowledgment of Relationship

Operator agrees that all dealings of the parties under this Agreement shall be confidential, and writings, reports, data, information or communication developed, prepared or assembled by Operator under this Agreement, or any information made available to Operator by District, shall not be revealed, disseminated or made available by Operator to any person or entity other than District without the prior written consent of District, unless otherwise required by subpoena or applicable law.

9. Payment to District

- a. Operator shall pay District monthly in proportion to the programming performed plus reimbursable expenses and charges for additional services within five (5) days after the end of month exception of any disputed amounts which shall be withheld until

resolution of the dispute. Payment terms are further described on Exhibit "C".

- b. No payment made under this Agreement shall be conclusive evidence of Operator's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Operator's work.

10. Assistance by District

District agrees to provide to Operator available information of relevance to Operator's work, including all data and documents pertaining to the Project. District pledges to work cooperatively with Operator and render all reasonable assistance toward completion of Operator's work.

The District's Project Manager shall be Mary Otten, General Manager.

11. Ownership of Documentation

All maps, data, reports and other documentation (other than Operator's drafts, notes and internal memoranda), including duplication of same prepared by Operator in the performance of these services, shall become the property of the District and shall be retained by the Operator for a period of three years after completion of the Project. If requested by the District, all, or the designated portions of such documentation, shall be delivered to the District.

12. Termination of Contract

Operator specifically acknowledges and agrees that the District may at any time during the term of this Agreement terminate Operator's services with or without cause, and without penalty, at the completion of any phase of Operator's services as set forth in Exhibit "B." Any termination or any special instructions hereunder from District shall be made in writing. In the event this Agreement is terminated, all data, specifications, documents and information generated by Operator in connection with the Project shall be delivered to District and may be used by District. Copies of these materials may be retained by Operator.

13. Indemnification and Hold Harmless; Insurance Requirements

- a. Indemnity for Professional Liability. When the law establishes a professional standard of care for Operator's services, to the fullest extent permitted by law, Operator shall indemnify, defend and hold harmless District and its officers, employees, agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Operator, its officers, agents,

employees of subcontractors (or any entity or individual for which Operator shall bear legal liability) in the performance of professional services under this Agreement.

b. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Operator shall indemnify, defend and hold harmless District and District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Operator or by any individual or entity for which Operator is legally liable, including but not limited to officers, agents, employees or subcontractors of Operator.

c. Submission of insurance certificates or other proof of coverage shall not relieve Operator from liability under this indemnification and hold harmless provisions. These provisions shall survive the termination of this Agreement and shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

d. Prior to the commencement of the Project, Operator shall provide District with proof of the types and amounts of insurance described on Exhibit "A".

14. No Assignment

This Agreement is a personal services contract and work hereunder shall not be delegated or assigned by Operator to any person or entity without the advance written consent of District. Operator shall not employ any subcontractors for its work.

15. Examination of Records

Operator agrees that District shall have access to and the right to examine at any reasonable time and on reasonable notice Operator's documents, papers and records, including accounting records, relating to or involving this Agreement.

16. Notice

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To Operator: _____

To District: PLEASANT VALLEY RECREATION & PARK DISTRICT
Attn: Mary Otten, General Manager
1605 E. Burnley Street
Camarillo, CA 93010

or such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be agreed to have been received three (3) days after mailing.

17. No Waiver

No failure or delay by District in asserting any of District’s rights and remedies as to any default of Operator shall operate as a waiver of the default, of any subsequent or other default by Operator, or of any of District’s rights or remedies. No such delay shall deprive District of its right to institute and maintain any actions or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

18. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

19. Terms

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

20. Incorporation of Recitals

The foregoing recitals are incorporated herein as though fully set forth.

21. California Law

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. Any dispute between the parties shall be filed and heard in a court of competent jurisdiction in the County of Ventura, State of California.

22. Additional Provisions

Operator agrees that no full time employee of District shall be employed by its firm during the period that this Agreement is in effect.

23. Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

24. Conflict of Interest.

Operator 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. Operator shall comply with all conflict of interest laws and regulations.

25. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

26. Corporate Authority.

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

DISTRICT:
PLEASANT VALLEY RECREATION &
PARK DISTRICT

By: _____
Mary Otten, General Manager

ATTEST:

INSERT

OPERATOR:
XXXX, a California corporation &
PARK DISTRICT

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT "A"

**PLEASANT VALLEY RECREATION & PARK DISTRICT
INSURANCE REQUIREMENTS**

Operator shall procure and maintain for the duration of the Agreement (and thereafter as specified herein) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Operator, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

Operator shall maintain limits no less than:

1. General Liability (Including operations, products and completed operations, as applicable): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: A policy of professional liability insurance in an amount not less than \$1,000,000 per occurrence.

5. Contractors Pollution Liability: N/A
6. Asbestos Pollution Liability: N/A

DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District and its directors, officers, employees, agents and volunteers (collectively "District Parties"), or (2) Operator shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS`

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District and District Parties are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the Architect; or automobiles owned, leased, hired or borrowed by Operator.
2. For any claims related to this Agreement, Operator's insurance coverage shall be primary insurance as respects the District and District Parties. Any insurance or self-insurance maintained by the District and District Parties shall be excess of the Operator's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the District.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverage's are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of this Agreement or the beginning of work on the Project.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of the Project.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement

effective date, Operator must purchase an extended period coverage for a minimum of five (5) years after completion of the Project.

4. A copy of the claims reporting requirements must be submitted to the District for review and approval.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

VERIFICATION OF COVERAGE

Operator shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District, or on other than the District's forms provided those endorsements conform to District requirements and are acceptable to the District. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Operator shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractor shall be subject to all of the requirements stated herein.

END OF PAGE

EXHIBIT "B"
SCOPE OF WORK

DRAFT

EXHIBIT "C"
COMPENSATION

DRAFT

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Bob Cerasuolo, Park Services Manager
Jessica A. Puckett, CPRE, Administrative Analyst

DATE: February 1, 2023

**SUBJECT: CONSIDERATION AND APPROVAL OF BID AWARD
FOR THE MIRACLE LEAGUE FIELD AT FREEDOM
PARK**

SUMMARY

In September 2022, the Pleasant Valley Recreation and Park District Board of Directors formally approved both an amended Construction Agreement and finalized designs with the non-profit Miracle League of the 805 (“Miracle League”) for the future Miracle League Field (“Field”) at Freedom Park. Bid documents were approved at the November 3, 2022 District Board meeting which allowed the District to solicit bids for construction. Staff is now bringing back the results of the bids with the intention of entering into an agreement with Hughes General Engineering Inc. for the construction of the Miracle League Field.

BACKGROUND

Miracle League of the 805, a Camarillo-based 501(c)3 non-profit, first approached the District for space to operate a permanent Miracle League field and program in 2019. Over the next two years, the Board of Directors and staff worked through the District’s Liaison Committee to identify an appropriate site for a Field. Upon the rejection from the Pleasant Valley School District for usage of school property, an Ad Hoc Committee was formed in January 2020 with the ultimate decision to use the east end of Freedom Park (located at 275 E. Pleasant Valley Road), directly west of the Park District office. This decision amended the 2011 Freedom Park Master Plan but per an approved consent to enter, release and hold harmless agreement approved on June 18, 2020, with the District, Miracle League of the 805 would be required to design an adjacent Shetland field just north of the Field per the amended 2011 Master Plan. Miracle League of the 805 hired landscape architect Jay Bain of Jordan, Gilbert & Bain to design both the Shetland and Miracle League fields. The Board approved an initial Construction Agreement and Use and Maintenance Agreement with Miracle League of the 805 in September 2021 followed by an amended Construction Agreement and finalized designs in September 2022.

On November 3, 2022, the Board approved the bid specifications for Miracle League Field. The Field will measure approximately 120 ft x 110 ft and will be completely constructed using a concrete base with appropriate padding and rubberized surfacing. The elevation of the field between the existing open dirt field and the existing chain link fence will be raised by approximately two feet (2’) in height. A concrete ‘V’ swale has been created between the elevated field and the existing open direct field for drainage purposes.

ANALYSIS

Nine (9) contractors attended the mandatory job walk on November 29, 2022. All bids were due on January 4, 2023 at 10:00 a.m. The District received Four (4) bids as shown in the following table.

Vendor	Bid Amount
Hughes General Engineering Inc.	\$1,134,745
Ardalan Construction Company	\$1,237,000
Guy Construction	\$1,512,238.02
CS Legacy Construction Inc.	\$1,919,845.02

The lowest bid received was from Hughes General Engineering and is \$40,573 higher than the engineer's construction cost estimate for the Project of \$1,094,172 excluding the bid alternatives.

PROJECT SCHEDULE

Within ten (10) days of the District's contract award, the contractor shall submit a Preliminary Construction Schedule, outlining the various items of work. All work to be done under this contract shall be completed within Two Hundred and Sixteen (216) consecutive working days, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" to be issued by the District. Weather permitting will add more days to the project.

1. Start Construction February 27, 2023
2. Completion of Project September 30, 2023

FISCAL IMPACT

Per the Construction Agreement, Miracle League of the 805 is responsible for the funding of the entire project. As part of the agreement Miracle League has deposited 110% of the approved construction contract into a District Liability Account to pay for the project for a total of \$1,308,170. Both Parties recognize that additional work may be desired of the Contractor beyond the initially approved Scope of Work and the Deposit. In the event of extra work which would exhaust the Deposit, the Miracle League, after consultation with the Ad Hoc Committee, will consent to the District's approval of an amendment to the Contract and shall promptly tender to the District any additional funding necessary to complete the project before the District will authorize the change order.

The current estimated cost of construction is \$1,094,171.74. Ten percent of the cost estimate is \$109,417.17 thus bringing the 110% grand total to \$1,203,588.91 for compliance with the agreement. The low bid is \$1,134,745 plus a 15% construction contingency fund of \$170,212 comes to a total of \$1,304,957 plus the Bid Alt's of \$54,500 bringing the total cost to \$1,359,457.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 3.2B: "Public and private partnerships to acquire, or promote access to land for parks, trails, open space, and recreation."

Meets 2021 Strategic Plan Goal 3.4D: "Update the Freedom Park Master Plan and continue pursuing funding opportunities with Community Partners."

Meets 2021 Strategic Plan Goal 4.4A: “Build, maintain and support relationships with local non-profit organizations engaged in activities consistent with the District’s mission. Look for collaborative opportunities to expand services and fulfill unmet needs.”

RECOMMENDATION

It is recommended that the Board approve and authorize the General Manager to enter into an agreement between the District and Hughes General Engineering Inc. for the construction of the Miracle League Field at Freedom Park, not to exceed the budget of \$1,359,457.

ATTACHMENTS

- 1) Contract (32 pages)
- 2) Bid Abstract (1 page)

BID FORM

FIRM NAME: Hughes General Engineering Inc.

POINT OF CONTACT: Ryan Hughes

ADDRESS: PO Box 2293 Camarillo, CA 93011

TELEPHONE NUMBER: 805-642-7700

FAX NUMBER: 805-642-7711

FOR THE

MIRACLE LEAGUE FIELD PROJECT

SPEC NO. ML-1

FISCAL YEAR 2022-2023

PLEASANT VALLEY RECREATION & PARK DISTRICT

BID FOR THE
MIRACLE LEAGUE FIELD PROJECT

SPEC NO. ML-1

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 "**MIRACLE LEAGUE FIELD PROJECT, SPEC NO. ML-1**" which are on file in the office of the Parks 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 of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of "**MIRACLE LEAGUE FIELD PROJECT, SPEC NO. ML-1**", 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

**MIRACLE LEAGUE FIELD PROJECT
SPEC NO. ML-1**

BID SCHEDULE

BIDDER'S NAME Hughes General Engineering Inc.

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	TOTAL
1	Fencing and Protection	01 10 20 – 4.01	LS	\$ 12,499.98
2	Existing Conditions and Removal	02 41 10 – 4.01	LS	\$ 45,200.00
3	Tree Removal	02 41 20 – 4.01	LS	\$ 20,500.00
4	Turfgrass Spraying and Removal	02 41 30 – 4.01	LS	\$ 38,500.00
5	Concrete Footings	03 30 10 – 4.01	LS	\$ 29,000.00
6	Masonry	04 22 10 – 4.01	LS	\$ 45,500.00
7	Site Furnishing	12 93 10 – 4.01	LS	\$ 41,000.00
8	Bleachers	12 93 20 – 4.01	LS	\$ 43,200.00
9	Electrical	26 05 10 – 4.01	LS	\$ 59,000.00
10	Concrete Work	32 13 13 – 4.01	LS	\$ 395,000.00
11	Synthetic Turf	32 18 10 – 4.01	LS	\$ 205,000.00
12	Chain Link Fence and Gates	32 31 13 – 4.01	LS	\$ 60,000.00
13	Chain Link Backstops and High Fencing	32 31 19 – 4.01	LS	\$ 100,000.00
14	Irrigation System	32 84 23 – 4.01	LS	\$ 19,000.00
15	Landscape Maintenance	32 90 20 – 4.01	LS	\$5,000.00
16	Lawn Planting	32 93 33 – 4.01	LS	\$ 14,500.00
17	Construction Permits			\$1,845.02

BASE BID GRAND TOTAL (Bid Price in Figures) \$ 1,134,745.00

BASE BID GRAND TOTAL (Bid Prices in Words) One Million One Hundred Thirty Four Thousand Seven Hundred Forty Five 00/100.

The grand totals submitted are subject to verification. Grand Total of Lump Sums will be verified and if any discrepancy is found, the verified grand total lump sums will be the basis of award.

BID ALTERNATES

No. 1 – Addition of Miracle League Homer Concrete Sculpture \$ 32,500.00
 No. 2 – Addition of Foul Poles \$ 22,000.00

Signature of Bidder

Dated 01/03/2023


Bidder must fill in number and date of all addenda or enter the word "none" if appropriate.

	No.	Dated
<u>The following Addenda are ACKNOWLEDGED and attached</u>	1	12/19/2022

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED 01/03/2023 AT Ventura, CA

COMPANY NAME Hughes General Engineering Inc.

SIGNATURE  TITLE Vice President
 (Sole Owner, Partner Corporate Officer)

*Person signing must be listed on records of Contractors State License Board or authorized company signatory.

ADDENDUM NO.1

Date: December 19, 2022

Issued By: Jordan, Gilbert & Bain, Landscape Architects, Inc.
459 No. Ventura Avenue
Ventura, CA 93001

Project: Miracle League Baseball Field
Freedom Park
California

Issued To: Parks Department for Distribution
To all bidders of record

This addendum answers questions brought up by contractors during the bidding phase. This addendum consists of two pages and the specification section noted. Bidders shall acknowledge receipt of this addendum on the space provided on the bid form.

Contractor Questions:

1. Provide Detail and manufacturer for Scorer Table per Note "1" on sheet L2.2.
Scorer table will be purchased and installed by Owner. This item is not in the Contract.
2. Provide Detail and manufacturer for Picnic Table per Note "3" on sheet L2.2.
Picnic table will be purchased and installed by Owner. This item is not in the Contract.
3. Provide Detail and manufacturer for 6'x8' Storage Shed per Note "4" on sheet L2.2.
Storage shed will be purchased and installed by Owner. This item is not in the Contract.
4. Provide manufacturer for Flagpole per Note "5" on sheet L2.2.
L.P.H. Bolander and Sons, Inc.; (800) 434-5611.
5. Provide Fence Height on the backside of 3rd base dugout.
Field side of fence is 10 feet as per detail 2/L3.2, Backside is 5 feet high as per detail 1 & 4 / sheet L3.2
6. Provide Fence Height from back side of CMU 1st base dugout to front entrance pilaster.
5'-0" feet high; see Detail 4/Sheet L3.2
7. Provide Fence Height from 1st base CMU dugout to 10" High Fence.
5'-0" feet high; see Detail 4/Sheet L3.2

8. Provide desired fence post depth in drainage channel in detail 2, 3, 5 & 6 on sheet L3.1
See Detail 5/Sheet L3.2; fence posts are mounted on concrete with floor flange.
9. Clarify irrigation mainline specification for pipe sizes 2-1/2" and 2".
Both 2-1/2" and 2" purple reclaimed mainline piping shall be SCH. 40 PVC solvent weld.
10. Clarify size of sleeve required for 1" mainline piping.
1" mainline piping shall require a minimum 2" PVC pipe sleeve size which is (3) pipe sizes larger than the 1" mainline pipe. Contractors shall use the sleeving legend provided on the irrigation plans as a guide to determine both required pipe sleeve size and specific pipe class or schedule required per each lateral or mainline pipe size that requires a sleeve.
11. Please provide depth for sleeve trenching.
All sleeve pipes installed on this project shall have a minimum depth requirement of 24" below finish surface. The measurement shall be made from finish surface to top of the sleeve pipe. Mainline piping or lateral piping shall be installed through sleeve. The actual depth of the sleeve pipe will vary depending on the size of the sleeve pipe used as a sleeve. Contractor shall adjust trenching depth accordingly to maintain a minimum of 24" cover depth over sleeve pipe.
12. Provide desired two wire cable sleeve size for project.
The existing irrigation system on the park site was installed with 1-1/2" SCH. 40 PVC electrical conduit for the Rain Master two wire irrigation system. Contractors shall install new 1-1/2" SCH. 40 electrical conduits and sweep elbows for all new Rain Master two wire cable installations required for this project.
13. Question – can an alternate for the post attachment to the concrete curb with a flange be a steel plate welded to the bottom of the pipe? Answer-Yes plate must be the same size as flange plate and must be hot dipped galvanized after fabrication. Shop drawings will be required.
14. Question- is the vinyl coated fence 9 gauge in total? Answer no-must be a 9-gauge galvanized steel core with pvc finish to 8 gauge as per ASTM Standard F668.
15. See revised electrical specification section 25 05 10- (12-20-22).

End of Addendum no. 1

SECTION 26 05 10 ELECTRICAL WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

This section includes general requirements for the installation of the Edison power pole, electrical conduits, and pull-boxes, electrical panel, and miscellaneous items..

1.02 DRAWINGS AND SPECIFICATIONS COORDINATION

- A. For purposes of clearness and legibility, Drawings are essentially diagrammatic, and the size and location of equipment is indicated to scale whenever possible. Verify conditions, dimensions, indicated equipment sizes, and manufacturer's data and information as necessary to install the Work of this Division. Coordinate location and layout with other Work.
- B. Verify final locations for rough-ins with field measurements and with the requirements of the equipment to be connected.
- C. Drawings indicate required size and points of termination of conduits, number and size of conductors, and diagrammatic routing of conduit. Install conduits with minimum number of bends to conform to structure, avoid obstructions, preserve headroom, keep openings and passageways clear, and comply with applicable code requirements.
- D. Routing of conduits may be changed provided that the length of any conduit run is not increased more than 10 percent of length indicated on the Drawings.
- E. Outlet locations shall be coordinated with architectural elements prior to start of construction. Locations indicated on the Drawings may be distorted for clarity.
- F. Coordinate electrical equipment and materials installation with building components and the Work of other trades.
- G. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.
- H. Coordinate connection of electrical systems with existing underground utilities and services.

1.03 REGULATIONS

Work shall comply with the requirements of authorities having jurisdiction and the California Electrical and Building Codes. Material shall conform to regulations of the National Board of Fire Underwriters for electrical wiring and apparatus. Materials shall be new and listed by UL, or another NRTL.

1.04 SUBMITTALS

Submit for approval, catalog cut-sheets for light pole and fixture, conduits, and pull-boxes, complete with all Manufacturer's model numbers.

1.05 QUALITY ASSURANCE

- A. This work shall be performed by an Electrical Contractor with valid California Electrical C-10 License.
- B. Workers possessing the skills and experience obtained in performing work of similar scope and complexity shall perform the Work of this Division.

1.06 PRODUCT HANDLING AND STORAGE

Upon receipt at the job site, all materials shall be checked to ensure that no damages occurred during shipping or handling. Materials shall be stored in such a manner to protect against damage, weather, vandalism, and theft. Damaged materials and/or equipment shall be replaced.

1.07 WARRANTIES

Provide one year warranty on all material and labor performed, unless noted otherwise in specific sections.

1.08 RELATED SECTIONS

Section 03 30 10 – Concrete Footings.

PART 2 PRODUCTS

2.01 PULL-BOXES

Shall be NEMA 3R rated box for mounting on the side of the existing building.

2.02 CONDUIT

Shall be Poly Vinyl Chloride (PVC) Schedule 40 PVC electrical conduit, with fittings and sweep ells for underground installation as per ASTM A-193 B7.

2.03 POLE

Shall be an approved Edison Pole as detailed on the drawings.

2.04 Not used

2.05 Not used

2.06 RECEPTACLES

- A. Manufacturers:
 - 1. Arrow Hart Wiring Devices.
 - 2. Pass & Seymour.
 - 3. Leviton.
 - 4. Hubbell.
 - 5. Substitutions: Not permitted.
- B. Product Description: NEMA WD 1, Heavy-duty general use receptacle.
- C. Device Body: White plastic.
- D. Configuration: NEMA WD 6, type as indicated on Drawings.
- E. Convenience Receptacle: Type 5-20.
- F. GFCI Receptacle: Convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements.

PART 3 EXECUTION

3.01 EXISTING CONDITIONS

- A. Prior to all Work of this Section, inspect the site with the District Inspector to verify existing underground conditions and locations for pull-box.
- B. Cutting and patching of electrical equipment, components, and materials shall include the removal and legal disposal of selected materials, components, and equipment.
- C. Do not endanger or damage installed Work through procedures and processes of cutting and patching.
- D. Repair any damage caused to existing underground conditions that is caused by the work. Repair to the original condition to the satisfaction of the District.

3.02 CONDUIT RUNS

- A. Install conduits a minimum of 24 inches below finish grade.
- B. Backfill for conduit shall be clean topsoil without rocks or debris. Run conduits straight between pull-boxes. Bring conduits up into the pull boxes with sweep-ells.
- C. Glue all joints with Christy's PVC pipe glue. Clean all joints after gluing.
- D. Install pull string in all conduit runs for ease of pulling wires for the future score board only..

- E. Structural Considerations for Conduit Routing:
 - 1. Where conduits pass through or interfere with any structural member, or where notching, boring or cutting of the structure is necessary, or where special openings are required through walls, floors, footings, or other buildings elements, conform to CBC, Part 2, Title 24, Section 1906.3 for conduits and pipes embedded in concrete and Sections 2308.9.10 and 2308.9.11 for notches and bored holes in wood; for steel, as detailed on the structural steel Shop Drawings.

3.03 PULL-BOXES

Install pull-box on the existing building at the locations directed by the District.

3.04 SOUTHERN CALIFORNIA EDISON – CUSTOMER OWNED PERMANENT SERVICE POLE

Contractor shall purchase and install an approved wood power pole satisfying all SCE Standards (refer to SCE Standard Detail 'ESR-2' – overhead service connections 0-600V construction detail for all required equipment and components required for service pole installation.

3.05 RECEPTACLES

- A. Connect wiring device grounding terminal to outlet box with bonding jumper and branch circuit equipment grounding conductor.
- B. Connect wiring devices by wrapping solid conductor around screw terminal. Install stranded conductor for branch circuits 10 AWG and smaller. When stranded conductors are used in lieu of solid, use crimp on fork terminals for device terminations. Do not place bare stranded conductors directly under device screws.
- C. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, and on surface mounted outlets.
- D. GFCI receptacles shall be wired so that operation of the GFCI protection does not affect downstream loads.
- E. Test each receptacle device for proper polarity.
- F. Test each GFCI receptacle device for proper operation.

3.06 SITE CLEAN-UP

- A. The Contractor shall clean the jobsite of all excess materials. Do not allow any metal materials to accumulate on site.
- B. Exposed parts of Work shall be left in a neat, clean, usable condition. Finished painted surfaces shall be unblemished and metal surfaces shall be polished.
- C. Thoroughly clean parts of apparatus and equipment. Exposed parts to be painted

shall be thoroughly cleaned of cement, plaster, and other materials. Remove grease and oil spots with solvent. Such surfaces shall be wiped, and corners and cracks scraped out. Exposed rough metal shall be smooth, free of sharp edges, carefully steel brushed to remove rust and other spots, and left in proper condition to receive finish painting.

- D. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.
- E. Remove equipment and implements of service, and leave entire work area neat and clean, to the satisfaction of the District.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT

Measurement and payment for all electrical work will be made as the contract lump sum price bid and shall include full compensation for all items in the Contract Documents. Provide the lump sum price in the space provided on Bid Schedule of Work and Prices.

END OF SECTION 26 05 10

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.

Hughes General Engineering Inc.

Bidder Name

Ryan Hughes

Signature of Bidder

Dated 01/03/2023

BID BOND
(10% of the Bid Amount)

KNOW ALL MEN BY THESE PRESENTS that we Hughes General Engineering, Inc.
as Principal, hereinafter referred to as "Contractor" and Markel Insurance 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 Bid Amount Dollars (\$10% of Bid Amount), 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 _____
Miracle League Field Project, Spec No. ML-1

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 20th day of December, 2022, 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:

Hughes General Engineering, Inc.
(Contractor)

6544 Beech Rd. Ventura CA 93003

(Address)

Bar Hughes
(By)
Vice President
(Title)

ATTEST:

Markel Insurance Company
(Surety)
4521 Highwoods Pkwy
(Address)
Glen Allen, VA 23060

Jonk Sille
(By)
Jon Richard Sullivan, Attorney-in-Fact
(Title)



(To be filled in by Surety):

The rate of premium on this bond is \$ zero (0) per thousand.

The total amount of premium charged is \$ 0 - No Charge for Bid Bonds

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Marin

On December 20, 2022 before me, Emma Nichols, Notary Public
(insert name and title of the officer)

personally appeared Jon Richard Sullivan,
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)



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Jon Richard Sullivan, Karen Rhodes, Tammy Bates, Emmalyn Nichols

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."


IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 27th day of May, 2021.

SureTec Insurance Company

By: 
Michael C. Keimig, President



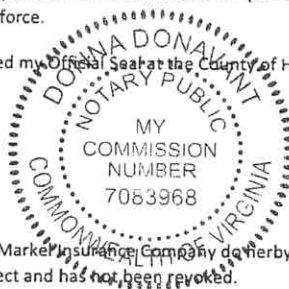
Markel Insurance Company


By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 27th day of May, 2021 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.


IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 20th day of December, 2022.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary



Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

CALIFORNIA 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 Ventura }

On Dec. 22, 2022 before me, Francisco Solis Estrada Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Ryan S. Hughes
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 and/or Stamp Above

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: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

(1) Address: PO Box 2293 Camarillo, CA 93011

(2) Telephone: 805-642-7700

(3) Type of Firm: Corporation
 (Individual, Partnership, or Corporation)

(4) Contractor's State License Classification 644816 Expiration date 02/29/2024

(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.

Jeff Hughes - President
Ryan Hughes - Vice President

(8) Number of years of experience as a Contractor in construction work. 30 Years

(9) List at least five (5) completed Baseball Fields individually or all within a single park complex, or (5) new public park installations greater than 2 acres in size, or (5) park renovation projects greater than 2 acres in size, or a combination of all (3) categories completed in the last 7 years: ****See attached**

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

Project	Project Description	Dollar Value	Owner Information	Architect Information
Freedom Park - 2012	Freedom Park Field Renovation	\$ 1,653,985.00	Pleasant Valley Recreation & Park District Dan LaBrado - 805-482-1996 dlabrado@pvrpd.org	Jordan, Gilbert and Bain 459 N. Ventura Ave. Ventura, CA 93001 805-642-3641
Knolls Elementary -2020	Site Fencing & Improvements	\$ 256,000.00	Simi Valley Unified School District Marc Cunningham - 805.570.6321 marc.cunningham@simivalleyusd.org	RRM Design Group 422 E Main St, Ventura, CA 93001 (805) 652-2115 Chris Defour
Las Posas Elementary School - 2020	Landscape & Hardscape Improvements	\$ 285,426.00	Pleasant Valley Unified School District Sandra Lovaas - 805-389-2100 slovaas@pleasantvalleyusd.org	Flowers & Associates 201 N Calle Cesar Chavez #100 Santa Barbara, CA 93103 (805) 966-2224
Pierpont Elementary School -2019	Quad Improvements	\$ 244,750.00	Ventura Unified School District Terri Allison - 805-289-7981 terri.allison@venturausd.org	Pacific Coast Land Design, Inc. 3639 Harbor Blvd. Ventura, CA 93001 805-644-9697
Buena High School - 2019	Site Improvements	\$ 244,700.00	Ventura Unified School District Terri Allison - 805-289-7981 terri.allison@venturausd.org	Kruger, Bensen, Ziemer Architects Inc 199 Figueroa St #100a, Ventura, CA 93001 805-650-1033
Atherwood Elementary School- 2018	Site Fencing & Improvements	\$ 373,505.00	Simi Valley Unified School District Marc Cunningham - 805.570.6321 marc.cunningham@simivalleyusd.org	RRM Design Group 422 E Main St, Ventura, CA 93001 (805) 652-2115 Chris Defour
Katherine Elementary School - 2018	Phase 1 -Site Fencing & Improvements	\$ 242,000.00	Simi Valley Unified School District Marc Cunningham - 805.570.6321 marc.cunningham@simivalleyusd.org	RRM Design Group 422 E Main St, Ventura, CA 93001 (805) 652-2115 Chris Defour
Katherine Elementary School- 2018	Phase 2 -Site Fencing & Improvements	\$ 341,500.00	Simi Valley Unified School District Marc Cunningham - 805.570.6321 marc.cunningham@simivalleyusd.org	RRM Design Group 422 E Main St, Ventura, CA 93001 (805) 652-2115 Chris Defour
Simi Valley High School - 2017	Landscape and Site Improvements	\$ 1,175,000.00	Simi Valley Unified School District Marc Cunningham - 805.570.6321 marc.cunningham@simivalleyusd.org	Jordan, Gilbert and Bain 459 N. Ventura Ave. Ventura, CA 93001 805-642-3641
Santa Susana High School - 2017	Landscape and Site Improvements	\$ 790,075.00	Simi Valley Unified School District Marc Cunningham - 805.570.6321 marc.cunningham@simivalleyusd.org	RRM Design Group 422 E Main St, Ventura, CA 93001 (805) 652-2115 Chris Defour
Vista Elementary School - 2017	Site Fencing & Site Improvements	\$ 536,155.00	Simi Valley Unified School District Marc Cunningham - 805.570.6321 marc.cunningham@simivalleyusd.org	RRM Design Group 422 E Main St, Ventura, CA 93001 (805) 652-2115 Chris Defour
Wood Ranch Elementary School-2017	Concrete Paving	\$ 349,870.00	Simi Valley Unified School District Marc Cunningham - 805.570.6321 marc.cunningham@simivalleyusd.org	Mollenhuaer Group 919 W. Glendale Blvd. Glendale, CA 91202 818-937-9899
Berylwood Elementary School- 2017	Security Fencing and Landscaping Improvements	\$ 1,035,000.00	Simi Valley Unified School District Marc Cunningham - 805.570.6321 marc.cunningham@simivalleyusd.org	RRM Design Group 422 E Main St, Ventura, CA 93001 (805) 652-2115 Chris Defour

Hughes

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

Date of Inspection: 11/29/2022

(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: Venco Western
ADDRESS: 2400 Eastman Avenue, Oxnard, CA 93030
LICENSE NO. & CLASS: C27-562295
WORK TO BE PERFORMED: Tree removals, irrigation, hydroseed, maintenance.

NAME: Fence Factory
ADDRESS: 14110 Princeton Ave. Moorpark, CA 93021
LICENSE NO. & CLASS: C-13 - 275524
WORK TO BE PERFORMED: Fencing

NAME: Benner and Carpenter, Inc.
ADDRESS: 506 East Main Street Santa Paula, CA 93060
LICENSE NO. & CLASS: L.S. 7998
WORK TO BE PERFORMED: Land Survey

NAME: Scott and Sons Electric
ADDRESS: 1433 Arundell Ave. Ventura, CA 93003
LICENSE NO. & CLASS: C-10 - 700054
WORK TO BE PERFORMED: Electrical Work

NAME: Surface America
ADDRESS: PO Box 157 Williamsville, NY 14231
LICENSE NO. & CLASS: C-61/D12 - 858674
WORK TO BE PERFORMED: Turf

Type text here

Hughes

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

Date of Inspection: _____

- (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: Summer Construction
ADDRESS: Po Box 30, Santa Paula, CA 93061
LICENSE NO. & CLASS: A-5974921
WORK TO BE PERFORMED: Grading & Base

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 or major components for the project.

NAME: Diversified Minerals Inc. (DMI)
ADDRESS: 1100 Mountain View Ave Suite F Oxnard, CA 93030
EQUIPMENT TO BE PROVIDED: Concrete

NAME: Rebar Supply
ADDRESS: 284 Riverside Road Oak View, CA 93022
EQUIPMENT TO BE PROVIDED: Rebar

NAME: White Cap Supply
ADDRESS: 1397 Walter Street Ventura, CA 93003
EQUIPMENT TO BE PROVIDED: Misc. Supplies

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

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 Ventura) ss.

Ryan Hughes, being first duly sworn, deposes
Name

and says that he or she is Vice President of Hughes General Engineering 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.

644816 "A"


Contractor's State License Number and Classification
02/29/2024

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: Ventura, Ventura County, CA
(City and County, State)

on January 03, 20 2023.


Signature

644816 "A"
State License Number and Classification

PO Box 2293 Camarillo CA 93011
Street Address City State Zip Code

Telephone Number 805-642-7700

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 Ventura)

On January 3, 2023, before me, Surangi Turner, a Notary Public, personally appeared Ryan Scott Hughes, 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.

(Seal)



Signature Surangi Turner

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



The undersigned declares:

I am the Vice President of Hughes General Engineering 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 01/03/2023 [date], at Ventura [city], California [state].



1-4-23

AGREEMENT

THIS AGREEMENT, made and entered into by and between the **PLEASANT VALLEY RECREATION & PARK DISTRICT, CALIFORNIA**, hereinafter referred to as the "**District**" and **HUGHES GENERAL ENGINEERING INC.** hereinafter referred to as the "**Contractor**". **FOR THE SAID AMOUNT OF \$1,134,745 DOLLARS.**

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 "MIRACLE LEAGUE FILD PROJECT, SPEC NO. ML-1" 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 Engineer, 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 **Two Hundred and Sixteen (216) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the District Engineer, 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.

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

Dated _____, 2023

By: _____
_____, Chairman

ATTEST:

_____, Clerk of the Board

Dated _____, 2023

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 **HUGHES GENERAL ENGINEERING INC**, as Contractor ("Contractor"), a Contract for the work entitled and described as follows:

MIRACLE LEAGUE FIELD PROJECT

SPEC NO. ML-1

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

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Bob Cerasuolo, Park Services Manager

DATE: February 1, 2023

**SUBJECT: PROVIDE STAFF WITH DIRECTION ON THE VALLE
LINDO PARK TURF REMOVAL PROJECT**

SUMMARY

Over the past several years the State of California has seen Moderate to Severe drought conditions. As part of the updated 2021-2026 Strategic Plan and due to the current Stage 3 drought conditions, the District has begun to incorporate best practices in turf removal and updating designs of parks and selections of plant materials to reduce environmental impacts and promote drought-tolerant, resilient landscapes. Staff has created turf replacement designs using a variety of plants and materials in areas of the park that have been determined to be passive use areas.

BACKGROUND

On April 26th, 2022, Metropolitan Water conducted a public hearing where they adopted a resolution declaring a water shortage emergency. During May 2022 meetings, the City of Camarillo and Camrosa Water District both voted to reduce outdoor watering to one day per week. District staff held several discussions with the City of Camarillo and Camrosa Water District. The agencies agreed that it would be in the best interest for the District and public resources to reduce water throughout District parks by 30%, rather than limiting water to one day per week. In an effort to meet the 30% reduction goal, staff has currently identified six parks where passive turf can be removed to reduce water consumption.

The District started turf removal projects FY 2021/2022. Two of the turf removal projects were completed; one at Pitts Ranch Park and one at Arneill Ranch Park for a total of 75,000 square feet. Both projects were completed in accordance with *Be Water Wise* requirements. The District received more than \$152,042 in rebates from the completion of these two projects.

During the May 2022 budget workshop, staff identified six parks in which turf could be replaced with drought tolerant landscape for a total of 235,000 sq ft. At the July 6th Board meeting, the Board voted and approved four (4) turf removal projects.

In July the Ventura County Resource Conservation District (VCRCDD) sent out a grant opportunity for butterfly gardens and the District was awarded two (2) grants. The two parks identified for this particular project were Arneill Ranch Park (the paseo area) and Laurelwood Park. This project will reduce the passive use area in these two parks and continue to address the District's requirement to reduce water by 30%.

TURF REMOVAL PROJECTS

• Bob Kildee Park	20,000 sq ft	Completed
• Valle Lindo Park	68,000 sq ft	
• Ventura County Resources Conservation		In-Progress
○ Arneill Ranch Park (Paseo)	8,800 sq. ft	
○ Laurelwood Park	18,000 sq. ft	
• Developer WSM Builders		In-Progress
○ Lokker Park	75,000 sq ft	
○ Community Center	20,000 sq ft	

At the November 3, 2022 Board meeting, it was brought up that one of the identified sections of the Valle Lindo Park project is used heavily by park patrons and may not be suitable for turf removal. This section is located on the Coe Street side of the park. Staff has observed the area in question over the past several months and hasn't seen many users in the area as it sits close to the street. This could also be due to the time of year as parks tend to slow during winter months.

ANALYSIS

In the initial development of the turf removal plan, staff assessed all the parks for the best and most impactful areas to reduce water consumption in order to meet the City of Camarillo and Camrosa Water District requirements. At Valle Lindo Park, the section on Coe Street was initially chosen since it is a passive use area and the current irrigation system is isolated to that particular area of the park as it borders walkways. Any irrigation conversion would not impact any other portions of the park.

PRO'S for current area:

- Irrigation within contained area of park
- Concrete borders are on all sides to assist with a definitive area
- Tree canopies are spread out enough that it will allow the new plants the ability to grow and receive ample sunlight

CON'S for current area:

- Portions of the recommended location are across from three homeowners
- And the following points:

The area along Coe Street and to the east of the park has a high density of trees which may not allow enough light for new plantings. Plantings will be necessary as part of the project in order to receive funding through *Be Water Wise* in order to meet their requirements. The other major concern with that particular area of the park is the irrigation system as it would need a major redesign. It is highly probable that more valves would need to be added as the irrigation heads cross over sections and there would be a need to saw cut the concrete to add wiring to run to the building to power up the system.



Option (A) Continue with the design that was approved by the Board which is approximately 69,000 sq ft.

Option (B) Eliminate the area on Coe St. for turf removal and continue with just the area around the tennis courts which is approximately 39,000 sq ft.

FISCAL IMPACT

There is no fiscal impact at this time.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 1.4: Create Green initiatives and sustainability program to encourage more efficient design and usage of our park system, respect of our natural environments, and to capitalize on the cost of savings of these methods as well as grant opportunities.

- A. Strategy: Incorporate best practices in the design of parks and selection of plant materials to reduce environmental impacts and promote drought-tolerant, resilient landscapes.

RECOMMENDATION

It is recommended that the Board provide direction to staff regarding the Valle Lindo Park turf removal project.

ATTACHMENTS

- 1) Valle Lindo Park Turf Removal Map (1 page)



9. ORAL COMMUNICATION - INFORMATIONAL ITEMS, which do not require action but relate to District business, will be reported by members of the Board and staff as follows:

- A. Chair Magner
- B. Ventura County Special District Association/California Special District Association
- C. Ventura County Consolidated Oversight Board
- D. Santa Monica Mountains Conservancy
- E. Standing Committees – Finance, Personnel
- F. Ad Hoc Committees – Miracle League
- G. Foundation for Pleasant Valley Recreation and Parks
- H. General Manager’s Report
- I. Board Members